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

kendê ^{rî}	Name <u>The Land Conservance of Seattle</u>
الأور	Address 1150 19th St.
tarang di di	Address
	City, State, Zip Seattle, WA 98112
	COMMONWEALTH
	LAND TITLE INSURANCE COMPANY
	OF PHILADELPHIA 21-
	CM C805/3 / 3 / 3
	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)

Exhibit 24 SSDP2016-00414 001038

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

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 aftorney'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 GRANTEE SHALL BE ANY MATTERS CONCERNING THE PROPERTY. 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 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

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. Okfeil

Vice President Property & Facility

Management

ATTEST:

By:

Margaret/R. Aclin

Assistant Secretary

BNSF 00016 REDMOND TO ISSAQUAH, WA

SSDP2016-00414 .001041

ACCEPTED:

THE LAND CONSERVANCY OF SEATTLE AND KING COUNTY

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State of Washington
Residing at: Slattle

My appointment expires: 4-29

BNSF 00016 REDMOND TO ISSAQUAH, WA

Exhibit 24 SSDP2016-00414 001042

COUNTY OF TARRANT

On this 23nd 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 MY COMMISSION EXPIRES January 17, 2000

Notary Public in and for the State of Texas

Residing at: Fort Worth, Texas

My appointment expires:

EXHIBIT "A"

Quitclaim Deed from The Burlington Northern and Santa Fe Railway Company to The Land Conservancy of Scattle 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%NE% and the E%SE% 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%NE% 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,

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

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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 NEWSWW 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 NWWNEWSEW 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 Sallyam 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:

Page 3 of 8

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 Westerly, 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

Page 4 of

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:

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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 Basterly, 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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Exhibit 24 SSDP2016-00414 001049 Track conterline 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 "Issaguah 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 SW/SW/ANW'/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 SW/SW/NW'/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 E½SW¼ of Section 16, the E½NE½NW¼ and the E½ of Section 21, the E½E½ of Section 28, the W½W½SW¾ of Section 27, and the N½N½ NW¼NW¾ 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 SW4SW4 of said Section 27, Township 24 North, Range 6 Bast, 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 SW1/SW1/4 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 24 SSDP2016-00414 001051

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,

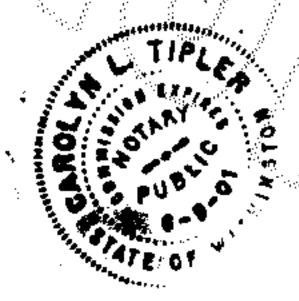
Project [Area]: East Lake Sammamish Trail

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.

2 2 Exhibit 24 SSDP2016-00414 SUBJECT, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

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.



THE LAND CONSERVANCY OF SEATTLE AND KING COUNTY

Carol James

President

STATE OF WASHINGTON)

·) ss.

COUNTY OF KING

Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CAROL JAMES, to me known to be the 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 she was 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.

(Signature)

(Typed or printed name)

NOTARY PUBLIC in and for the State

of Washington, residing at SEATTUE

My appointment expires 06-09-2001

CCEPTED:

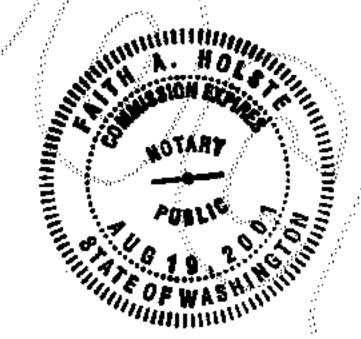
KING COUNTY, WASHINGTON

STATE OF WASHINGTO

COUNTY OF

On this 18 day of, before me personally appeared, to me known to be the of KING COUNTY, WASHINGTON, the political subdivision Ronald C. Sins that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that ____ was authorized to execute said instrument.

In witness whereof I have hereunder set my hand and affixed my official seal the day and year first above written.



(Signature) Holste

(Typed or printed name) PUBLIC in and for the State ashington, residing at Belleve WA My appointment expires Aug 19 200/

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 S½NE¼ and the E½SE¼ 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 S½NE¼ 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 Quitelaim 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" cast, along

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

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'4SW'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'4NE'4SE'4 of Section 6, Township 24 North, Range 6 East, bounded on 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 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; 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 Sammanish 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

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."

"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 SW'4SW'4NW'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 SW'4SW'4NW'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 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.

EXHIBIT 3

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8	UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON				
9	AT SEATTLE				
10	THOMAS E. HORNISH AND	CASE NO. C15-284-MJP			
11	SUZANNE J. HORNISH JOINT LIVING TRUST, et al.,	ORDER ON CROSS-MOTIONS FOR			
12	Plaintiffs,	SUMMARY JUDGMENT			
13	v.				
14	KING COUNTY,				
15	Defendant.				
16					
17	The above-entitled Court, having received	and reviewed:			
18	Defendant King County's Motion for Summary Judgment (Dkt. No. 46), Plaintiffs'				
19	Response (Dkt. No. 54), and Defendant's Reply (Dkt. No. 56);				
20	2. Plaintiffs' Motion for Summary Judgment (Dkt. No. 55), Defendant's Response (Dkt.				
21	No. 61), and Plaintiffs' Reply (Dkt. No. 62);			
22	all attached exhibits and declarations, and relevant portions of the record, and having heard oral				
23					
24		Exhibit 24 SSDP2016-00414			

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 GRANTED; Plaintiff's claims are ordered DISMISSED with prejudice. 3 4 **Background** 5 At issue in this lawsuit is a strip of land formerly utilized as a railroad corridor in King 6 County, Washington ("the Corridor"). The Corridor was created in the late 1800s by the Seattle, 7 Lake Shore & Eastern Railway Company (the "SLS&E") through a combination of federal land 8 grants, homesteader deeds and adverse possession, resulting in a strip of property comprised of 9 both easements and fees simple. See Beres v. United States, 104 Fed. Cl. 408, 412 (2012). 10 The Hornish property is adjacent to land acquired by SLS&E through a quit claim deed in 11 1887 ("the Hilchkanum Deed"). (Decl. of Nunnenkamp, Ex. E.) When Hilchkanum sold the 12 remainder of his property, he excluded the Corridor from the property description. (Id., Ex. F.) 13 There are no original deeds for the portions of the Corridor adjacent to the remaining Plaintiffs. 14 The property surrounding the Corridor in these areas was owned by the Northern Pacific 15 Railroad by means of an 1864 land grant. (Id., Ex. G.) In 1889, Northern Pacific conveyed the 16 land surrounding the Corridor to Mr. Middleton (without mentioning the Corridor; id. at Ex. H); 17 Defendant claims that tax assessment rolls from 1895, however, exclude the 100 foot Corridor 18 from Middleton's property. In the 1909 Pierce County probate action following Middleton's 19 death, the Corridor was expressly excluded. (Decl. of Hackett, Ex. C. at 4, 8.) 20 SLS&E eventually became part of Burlington Northern & Santa Fe ("BNSF"). In 1997, 21 BNSF conveyed its interest in the Corridor to The Land Conservancy ("TLC") via quit claim 22 deed. (Decl. of Nunnenkamp, Ex. I.) Later that year, TLC petitioned the Surface Transportation 23 Board ("STB") to abandon the use of the Corridor for rail service and King County declared its

Exhibit 24

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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	<u>Discussion</u>
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 <u>King County v. Rasmussen</u> , 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 <u>Rasmussen</u> with approval) in <u>Ray v.</u>
18	King County, 120 Wn.App. 564, 589 (2004).
19	Plaintiffs cite two cases as well. First, <u>Brown v. State</u> , 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, <u>Kershaw Sunnyside Ranches</u> , <u>Inc. v.</u>
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" <u>Id.</u> at 269. Exhibit 24

1 The Court remains unpersuaded that Plaintiffs' authority stands for the proposition they assert (that the Hilchkanum Deed conveyed an easement). First of all, the Washington Supreme Court in Kershaw qualified their holding as follows: "[W]hen the granting document uses the term 'right of way' as a limitation or to define the purpose of the grant, it operates to 'clearly and expressly limit[] or qualify[y] the interest conveyed." <u>Id.</u> at 265 (citation omitted). The Hilchkanum Deed does not use the phrase "right of way" to describe or limit the purpose of the grant, an impression which is bolstered by the habendum language in the conveyance indicating that SLS&E is "[t]o have and to hold the said premises with the appurtenances unto the said party of the second part and its successors and assigns forever." (Decl. of Nunnenkamp, Ex. E at 2.) There are no conditions of use imposed on the grant. Had the Hilchkanums intended to limit the purpose of the grant, presumably they would not have assigned it unconditionally and forever to their grantee. Second of all, even if the Court were to follow Kershaw to the point of entertaining the presumption that an easement was conveyed, the courts in Rasmussen and Ray went through the same analysis of the Brown factors that the Washington Supreme Court did in Kershaw and concluded that the grant intended to convey an interest in fee simple; i.e., the presumption was successfully rebutted. Plaintiffs have given us no reason to overturn that ruling. Indeed, neither Rasmussen nor Ray were overturned in the wake of Kershaw, and Rasmussen remains controlling precedent for this district. Mention must be made (as both sides do) of Beres v. United States, 104 Fed. Cl. 408 (Fed.Cl. 2012), in which the Federal Claims Court examined the Hilchkanum Deed in the light of Kershaw and came to the exact opposite conclusion as the Ninth Circuit in Rasmussen; i.e., that the Deed conveyed an easement, not a fee interest. Id. at 430-31. The Federal Claims Court

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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.
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8	The remaining Plaintiffs
9	Nature of the railroad easements and the Trails Act
10	The County seeks the authority to exercise <u>all</u> 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 <u>H.R. Rep. No. 98-28</u> at 8-9 (1983)).
23	Nor does the language of the Trails Act lend itself to Plaintiffs' interpretation.
24	Exhibit 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 rights-of-way pursuant to donation, transfer, lease, sale, or otherwise in a manner
3	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
4	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	
11	For their second argument on this point, Plaintiffs cite to a 1986 Washington case which
12	held that the change in use (from rails to trails) of a railroad right-of-way constituted
	abandonment of the railroad easement. <u>Lawson v. State of Washington</u> , 107 Wn.2d 444, 452
13	(1986). But <u>Lawson</u> 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 <u>Presault</u> case (<u>Presault v.</u>
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 <u>concurring</u> opinion and has no precedential power.
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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 <u>all</u> 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 companion of the c

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 present a threat to the bicycle and pedestrian path is irrelevant because these activities impinge 3 on the original railroad easement.") and a Federal Claims case which held that "a trail sponsor must have the same control over the entire right-of-way corridor that would be held by a 5 railroad..." Illig v. United States, 56 Fed.Cl. 619, 631 (2003). 6 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 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

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

<u>Id.</u>

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

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

Width of the Corridor

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

1. Although the County seeks a declaration that the Corridor is 100 feet wide, it

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acknowledges that BNSF entered into "prior property transactions" (specifically, with the

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Morels, Menezes and Vanderwendes Plaintiffs) which decrease the size of the Corridor in

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certain parcels (50 feet adjacent to the Morels, 75 feet adjacent to the Menezes and

Vanderwendes; see Decl. of Nunnenkamp, ¶¶ 21, 23-24).

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

There is a marked distinction between the extent of an easement acquired under a claim of right and the scope of one acquired under color of title. When one seeks to acquire an easement by prescription under a claim of right, user and possession govern the extent of the easement acquired. It is established only to the extent necessary to accomplish the purpose for which the easement is claimed.

Northwest Cities Gas Co. v. Western Fuel Co., 17 Wn.2d 482, 135 P.2d 867 (1943).

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

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

In keeping with the finding that the County possesses an interest and property rights coextensive with the railroad easement, Defendant's rights pursuant to a prescriptive easement would be those necessary for the operation of a railroad, and the boundaries of the Corridor 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 Exhibit 24

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

• To provide space between each of the rails, side clearance, drainage of the slope, a drainage ditch, and access for maintenance and emergencies (such as derailments).

(Decl. of Sullivan, ¶¶ 4-5, 8-9.)

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

The Morel evidence does not suffice to create a disputed issue of material fact. First, the "extent of the right is fixed and determined by the user in which it originated" (NW Cities Gas

Co. v. Western Fuel Co., 17 Wn.2d 482 486 (1943)(citation omitted)), in this case by the SLS&E in the 1890s. The Morels do not hold themselves out to be experts in railroad operations, do not rebut what Defendant's railroad experts say about the extent necessary for operations and do not create a disputed issue of material fact. Furthermore, the County has conceded that the Corridor narrows to 50 feet abutting the Morels' property line (a transaction in which the quitclaim deed acknowledged that the Morels were purchasing "a portion of BNSF's 100.0 foot wide

Snoqualmie Line right of way;" Quitclaim Deed, Decl. of Nunnenkamp, Ex. O) and the Morels' 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 corridor for railroad operations entitles the County to summary judgment on this issue. 5 RCW 7.28.070 6 BNSF executed a quitclaim deed to TLC in 1997 that included a complete description of 7 the 100 foot-wide Corridor (with the exceptions noted above). (Decl. of Nunnenkamp, Ex. I.) 8 The following year, TLC conveyed that same property (with the identical legal description) to King County. (Id., Ex. J.) Both deeds were recorded. Since assuming title to the property, the 10 County has paid all fees and taxes on the Corridor, including fees for surface water management, 11 noxious weed control, and conservation futures. Decl. of Sweany, ¶ 3.1 12 RCW 7.28.070 provides: 13 14 Every person in actual, open and notorious possession of lands or tenements under claim and color or title, made in good faith, and who shall for seven successive years continue 15 in possession, and shall also during said time pay all taxes legally assessed on such lands or tenements, shall be held and adjudged to be the legal owner of said lands or tenements, 16 to the extent and according to the purport of his or her paper title. 17 In addition to holding the Corridor "under claim or color of title" since the 1998 quitclaim deed 18 and paying taxes on the property since that time, the County has been in "open and notorious" 19 possession of the Corridor by recording the deed, appearing as trail sponsor in public 20 21 ¹ The Morels claim to have paid taxes on the Corridor. (See Pltf Response, Ex. B., Dkt. No. 54-2 at 4-5, 10.) Their claims about their 1971 taxes (which actually appear to include portions of the Corridor) are irrelevant as 22 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 23 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 **Exhibit**

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since the 1998 conveyance.

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

The Washington Supreme Court has held that color of title exists when a deed "sufficiently describes the property in question and purports to convey it to the [movants]."

Scramlin v. Warner, 69 Wn.2d 6, 8 (1966). By recording the deed, the titleholder "dispenses with the need for other proof of a hostile or adverse claim... color of title itself establishes those elements." Fies v. Storey, 21 Wn.App. 413, 422 (1978). Finally,

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

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

Plaintiffs make no substantive response to this argument, interposing instead an argument that they had "inadequate notice" (under FRCP 8(a)) that Defendant intended to assert claims that the Corridor was 100 feet wide or that the County claimed title by virtue of adverse possession. It is not a persuasive argument. Defendant's counterclaims included allegations that "Plaintiffs... have interfered with King County's property rights in the ELSRC by erecting and maintaining various unauthorized improvements that impede King County's access to its property, its exclusive control, and prevent public enjoyment" (Answer, Dkt. No. 32, Counterclaim ¶ 3) and that "[u]nder RCW 7.28, title to any disputed portions of the corridor should be quieted in King County." (Id. at ¶ 4.) The Court finds it difficult to believe that, in a dispute about property lines, a party was not on notice that the actual size of the property was 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 <u>all</u>
8	its issues) is properly before this court or it is not. Additionally, the Hornish Plaintiffs are not a
9	party to the <u>Neighbors</u> 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 give the grantee title to the center line of the right of way if the grantor owns so far,
17	unless the grantor has expressly reserved the fee to the right of way, or the grantor's intention to not convey the fee is clear.
18	Id. at 576. However, the Washington Supreme Court set two restrictions on the presumption.
19	The first restriction states:
20	When, however, a deed refers to the right of way as a boundary but also gives a metes
21	and bounds description of the abutting property, the presumption of abutting landowners taking to the center of the right of way is rebutted. A metes and bounds description in a
22 23	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.
24	Exhibit 24
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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 is inapplicable where the adjoining landowner presents no evidence of having received 5 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. 6 Id. at 578. Plaintiffs also claim they have established chain of title back to the original grantor. 7 First, their failure to establish the first prong of the centerline presumption test renders their 8 proof in this regard moot. Second, they do not succeed in establishing the chain of title --Defendant presents evidence that in the probate of the original grantor (Middleton), the Corridor 10 was specifically excluded. (Decl. of Hackett, Ex. C at 4, 8.) It is, at the very least, a disputed 11 issue of material fact but (as mentioned) the Court is not convinced that proof one way or the 12 other would be determinative of the issue. 13 In rebuttal, Plaintiffs file a declaration from an "expert witness," a civil engineer with 14 purported expertise in "identifying source deeds that Railroads used in acquiring specific 15 property and determining what rights were conveyed to the Railroad." (Decl. of Rall, Dkt. No. 16 54-4, ¶ 1.) The expert makes no mention of having examined the Middleton probate document 17 which excludes the Corridor. More critically, Plaintiffs offer no authority supporting their right 18 to offer expert testimony on the legal interpretation of a deed. On the contrary, "expert 19 testimony [regarding] the interpretation of a contract [is] an ultimate question of law upon which 20 the opinion of an expert may not be given." PMI Mortgage Ins. Co. v. Amer. Int'l Specialty 21 Line Ins. Co., 291 Fed.Appx. 40, 41 (9th Cir. 2008). The Court has not considered the expert's 22 opinion in reaching its conclusion on this issue. 23

24

1 Ultimately, the Court finds the issue of the centerline presumption to be non-2 determinative of the issues presented by this case. In the first place, it is only a presumption and a ruling one way or the other would not foreclose the losing party from presenting evidence to 3 rebut the presumption. Secondly (and more to the point), the Court's rulings on the other issues presented establish the parties' respective rights to a degree which renders the centerline 5 6 presumption doctrine inapplicable. 7 Conclusion 8 9 The Court GRANTS summary judgment to King County on the following issues: 10 1. "Railbanking" under the Trails Act preserved all rights formerly held by the railroad 11 easement owners. 12 2. King County holds all of BNSF's property rights (besides the trail rights created by the 13 Trails Act); i.e., King County holds a "railroad easement" and a "trails easement." 14 3. As holders of a "railroad easement," the County has subsurface, surface and aerial rights 15 in the Corridor to extent permitted by Washington law. 16 4. The County owns the portion of the Corridor adjacent to the Hornish property in fee. 17 5. Except where narrowed by prior transactions, the County owns a 100 foot-wide easement 18 adjacent to Plaintiffs' property. 19 6. Even if the County had not acquired the 100 foot Corridor from BNSF, it acquired the 20 same through the operation of RCW 7.28.070. 21 7. Plaintiffs lack standing under the centerline presumption doctrine to challenge the 22 County's property rights. 23 24

1	The above rulings necessarily operate to DENY Plaintiffs' motion for summary
2	judgment.
3 4 5 6 7 8	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.
9	The clerk is ordered to provide copies of this order to all counsel.
10	Dated this 20th day of April, 2016.
11	
12	γ_{a} , α_{b}
13	Marsha J. Pechman
14	United States District Judge
15	
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22	
23	Evhibit 24
24	Exhibit 24 SSDP2016-00414

EXHIBIT 4

THE HONORABLE MARSHA J. PECHMAN 1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT WESTERN DISTRICT OF WASHINGTON 9 AT SEATTLE 10 THOMAS E. HORNISH AND SUZANNE J. HORNISH JOINT LIVING TRUST, TRACY 11 AND BARBARA NEIGHBORS, ARUL No. 2:15-cv-00284-MJP MENEZES AND LUCRETIA 12 VANDERWENDE. LAKE SAMMAMISH 4257 JUDGMENT QUIETING TITLE TO LLC, HERBERT MOORE AND ELYNNE KING COUNTY 13 MOORE, AND EUGENE MOREL AND ELIZABETH MOREL, 14 Plaintiffs, 15 V. 16 KING COUNTY, a home rule charter county, 17 Defendant. 18 19 This action came to consideration before the Court. The issues have been considered and a 20 decision has been rendered. The Court granted summary judgment to Defendant King County in accordance with the 21 April 20, 2016 Order on the Parties' Cross-Motions for Summary Judgment. The Plaintiffs' 22 August 14, 2015 Amended Complaint is DISMISSED in its entirety, with prejudice. 23 County's counterclaims for a declaratory judgment and quiet title are GRANTED. 24 JUDGMENT QUIETING TITLE TO KING COUNTY -Exhibit 24 No. 15-cv-00284 MJP SSDP2016-00414

001082

It is hereby ORDERED:

- 1. King County is granted a decree quieting title free and clear from all claims by the Plaintiffs and/or their successors in interest to any portions of the land conveyed by the September 18, 1998 quit claim deed from The Land Conservancy to King County (recording No. 9809181252), which is attached as **Exhibit A** to this judgment. The Plaintiffs, King County, and their successors in interest shall recognize in perpetuity the boundary lines described in Exhibit A.
- 2. Title is quieted confirming that King County owns a fee interest in the portions of the property described in Exhibit A that are derived from the May 9, 1887 deed from Bill and Mary Hilchkanum to the Seattle, Lake Shore and Eastern Railway, which is attached as **Exhibit B** to this judgment. Consistent with the boundaries of the property conveyed by the Hilchkanum Deed, King County owns a fee interest in all portions of Government Lots 1, 2, and 3 of Section 6, Township 24 N, Range 6 E that are described in Exhibit A.
- 3. Title is quieted confirming that King County owns a prescriptive easement in the portions of the property described in Exhibit A that are derived from the August 26, 1889 deed from the Northern Pacific Railway Company to Samuel Middleton (recording No. 44096), which is attached as **Exhibit C** to this judgment. Consistent with the boundaries of the property conveyed by the Middleton Deed, King County owns an easement interest in all portions of Government Lot 2 of Section 7, Township 24 N, Range 6 E and Government Lots 1 and 3 of Section 17, Township 24 N, Range 6 E that are described in Exhibit A. King County is entitled to exercise its easement rights in any manner consistent with the April 20, 2016 Order.

JUDGMENT QUIETING TITLE TO KING COUNTY – Page 2

No. 15-cv-00284 MJP

This order constitutes a final judgment resolving all remaining issues in this case. 1 DATED this 13th day of May, 2016. 2 3 4 Marshy Heling 5 Marsha J. Pechman 6 United States District Judge 7 Presented by: 8 DANIEL T. SATTERBERG 9 King County Prosecuting Attorney 10 By: s/ David J. Hackett 11 DAVID HACKETT, WSBA #21236 Senior Deputy Prosecuting Attorney 12 13 By: s/H. Kevin Wright H. KEVIN WRIGHT, WSBA #19121 14 Senior Deputy Prosecuting Attorney 15 By: s/ Peter G. Ramels PETER G. RAMELS, WSBA #21120 16 Senior Deputy Prosecuting Attorney 17 By: s/Barbara Flemming BARBARA A. FLEMMING, WSBA #20485 18 Senior Deputy Prosecuting Attorney 19 King County Prosecuting Attorney's Office 20 500 Fourth Ave., 9th Floor Seattle, WA 98104 21 Telephone: (206) 296-8820 / Fax: (206) 296-8819 Email: david.hackett@kingcounty.gov 22 kevin.wright@kingcounty.gov 23 pete.ramels@kingcounty.gov barbara.flemming@kingcounty.gov 24 JUDGMENT QUIETING TITLE TO KING COUNTY -Page 3

No. 15-cv-00284 MJP

1	By: <u>s/ Emily J. Harris</u> EMILY J. HARRIS, WSBA #35763	
2	DAVID I. FREEBURG, WSBA #48935	
3	Special Deputy Prosecuting Attorneys Corr Cronin Michelson	
4	Baumgardner Fogg & Moore LLP 1001 Fourth Avenue, Suite 3900	
5	Seattle, WA 98154	
6	Telephone: (206) 625-8600 / Fax: (206) 625-0900 Email: eharris@corrcronin.com	
7	dfreeburg@corrcronin.com	
8	Attorneys for Defendant King County	
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	JUDGMENT QUIETING TITLE TO KING COUNTY – Page 4	
	No. 15-cv-00284 MJP	Exhibit 24

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,

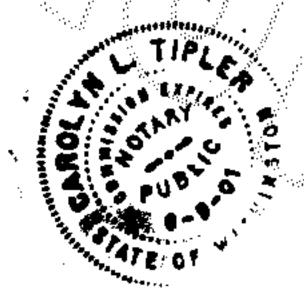
Project [Area]: East Lake Sammamish Trail

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.

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

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.



THE LAND CONSERVANCY OF SEATTLE AND KING COUNTY

Carol James

President

STATE OF WASHINGTON)

·) ss.

COUNTY OF KING

Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CAROL JAMES, to me known to be the PRESIDENT 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 she was 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.

(Typed or printed name)

(Signature)

NOTARY PUBLIC in and for the State

of Washington, residing at SEATTUE

My appointment expires 06-09-200/

CCEPTED:

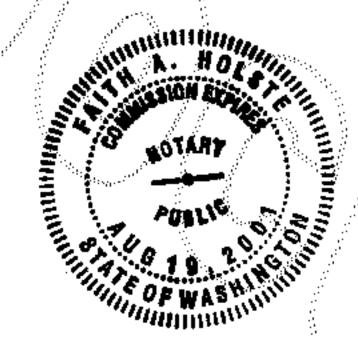
KING COUNTY, WASHINGTON

STATE OF WASHINGTO

COUNTY OF

On this 18 day of, before me personally appeared, to me known to be the of KING COUNTY, WASHINGTON, the political subdivision Ronald C. Simo that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that ____ was authorized to execute said instrument.

In witness whereof I have hereunder set my hand and affixed my official seal the day and year first above written.



(Signature) Holste

(Typed or printed name) PUBLIC in and for the State ashington, residing at Belleve WA My appointment expires Aug 19 200/

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 S½NE¼ and the E½SE¼ 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 S½NE¼ 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 Quitelaim 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

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

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'4SW'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'4NE'4SE'4 of Section 6, Township 24 North, Range 6 East, bounded on 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 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 baying 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 Sammanish 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; 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 comer 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 Sammanish 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

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 comer 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."

"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 SW'/SW'/NW'/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 SW'/4SW'/4NW'/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 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.

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.

Exhibit 24 SSDP2016-00414 001099

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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.

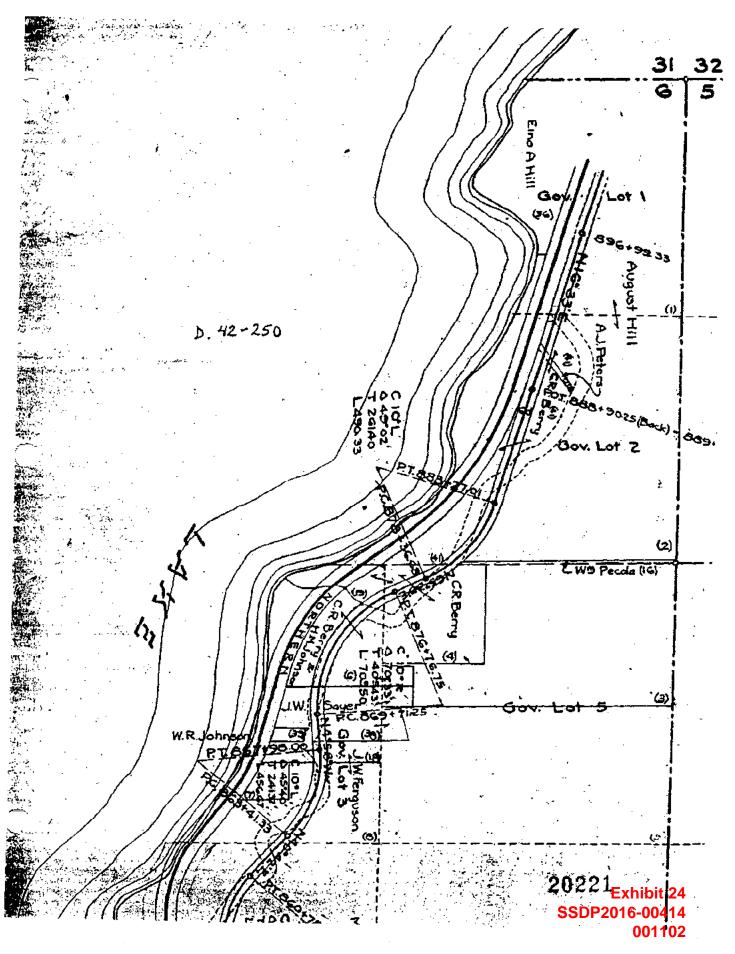
Witness my hand and official seal the day and year in this certificate first above written.

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

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Exhibit C

the said Rec P. Carroll rany other Deriffith Rus P Daniels (ecal) byama. State of Washington as 2 at a reg County of King S. P.O. Carroll notary Public in and ty held in for said County and State do hereby certify that on this 18 day up described of December AD 1889 personally appeared before me Ries & 1 Om ama Daniels to me known to be the individual described in and rted articles who executed the within instrument and acknowledged that trianchum he signed and sealed the same as his free and voluntary articles act and deed for the uses and purposes therein mentioned ofacid Swen under my hand and official real this is day of red by December AD 1889 folkte of OP Carroll. rastly Hiled for record at request Res Praniels Designery at 11 ments for the thoughthe Wordmind ud party County anditor and conve 2 County 44096 Northern Pacific RR loo } ch bu virtu mou or Samuel & Middleton ibed in corneral Deed No a 1092 Contract No 5474 5 the Sown Northern Pacific Railroad Company Belledorian This Indenture Made the Twenty sixth day of august in the year eg the bown of our Lord one thous and eighthundred and eighty mice thence in and between the Northern Pacific Railroad Companya and ft to the poration created by and existing under an lot of the bone four 4) gress of the United States of america entitled an action meting ety feet Land's to aid in the Construction of a Railroad and Selegran terly direc Line from Lake Superior to Puget Sound, on the Parific Const ofperty by the Northern Route approved July ansky fasty of the first I land part, the Contral Frust Company of thew york, a corporation Frontage existing under the laws of the State of New york Gruster un cand to der a certain indenture of Mortgage or Died of Frust anade abyterian by the said party of the first part and bearing that the Witness first day of January AD onethousand ess 1829 608414 an set his eighty one, party of the second part and Samall 19 ontlew deton of the loty of Comme with found of Preace

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Case 2:15-cv-00284-MJP Document 67-3 Filed 05/13/16 Page 4 of 6

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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 actuate and being in the Country of thing in the Territory of Trachington 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 Loto mumbered one (1) and three (3) and morth east quarter of north east quarter of section no seventience all in Township no Swenty four (24) north of Range to six (6) east of the Willamette Meridian containing according to the United States Soverment survey one hundred think seven and to (137,90 acres more or less Gogether with all and singular the hereditaments and appearemences thereesents belonging or in anywise appertaining and all the color right title interest property claim and demand whateveres of the said parties of the first and second parts and of each of them respectively in law equity or otherwise, of in an to the same and every part thereof to have and to beld the said granted and conveyed lands and premine with the appartenances unto the said party of the third fronts his heirs and assigns, forever, free and clean of the de and encumbrance of the said Industrice of Montgome of all the trusts therein or thereby declared or continue free and clear of all other hims charges and en sunt muses except takes and assessments if any leved or assessed since the Twenty sixth day of august AD 1809 Que and party of the first part for itself and its processes does by these presents coverant and agree to and with said party of the third part his heirs and assigned it shall and will Horrard and Defend the little to the granted premises unto the said party of the third part This heirs and assigns forever against the lawful dains of all persons whomsvever except for tases orasses amuse as aforesaid; and as to which if any the said pasty of the third part hereby assumes to pay the same In tritues whereof the said parties of the first and second parts have caused these present to be realed with their Bunkingtive corporate seals the day and year first 05016-00414 Northern Pacific Railsond Company By faure 13 Williams & By

522 Assistant Secretary allest Good Earl Emou. Central Irest Company of New York Just fixed By E Francis Hyde 2nd vice President thesa attest CHO Batevek Secretar thorit Sealed and delivered in presence of. hesia L RHidder & Fra Frank & Barl aovu State of Crewyork. Hoents City and Coluty of New york Be it remembered that on ham this thirty first day of October ADone thousand eight hundred useda and eighty mine before me personally appeared James 18 Hillians have with whom Jam personally acquainted and who is known atmu to me to be the Vice President of the Northern Pacific Railroad afore Company the corporation that is described in and that execut comers ed the foregoing instrument as the party of the first part there Seal. to; and who being by me duly sworn said that he knows Filed the corporate seal of said bompany; 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 hat 44320 Mest beingmed the said instrument by like authority and the said James B Williams at the same time asknowledged the oregoing instrument to be the act and deed of the acid north This c en Pracie Railroad Company and that said Company The It executed the same freely and wolustarily for the uses and inevi hurhoses therein expressed In Witness Where of I have hereunt of the set my hand and affired my official real at my office in the past. bity of Trew york the day and year last aforesaid alcon. toutes I RHedder hart Commissioner of Deeds in Newl ork for Territory of theshington Dolld State of New York. hereby City and County of Tew York Be it remembered that on this secone secusth day of Frovenber & Done thousand eight hundred and ing de eighty muce before me personally appeared & Francis by dewith ing in show I am personally acquainted and who is known to me tikula to the the Second Vice President of the Central Frust Company Lot La Attem fork the corporation that is described in and that ex with a ted the foregoing instrument as the party of the second part 001110 apper. and who being by me duly swormsaid, that taini

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This Industries, made the 20 rd day of December 100g between The West board Imporvement Company, a corporationed incorporated, organized and existing under and types of the laws of this hugton Cerritory, the party of the fund part, and John Edloyd 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 Hollars to it haid 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 boundy of King, Firsitory of Frashington and pas tikularly bounded and described as follows; to wit all of Lot fifteen (10) in Block thirty five (05) Gilman Park Jogether with all and singular the tenements, \$30000to 00411 and appurtenances thereunto belonging, or in an appropria taining, and also, all the estate, right title and unter

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,

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

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

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, 1 Estati 602.24

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Cases that cite this headnote

[5] Railroads

Fitle, 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

Fitle, 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

Fitle, 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

Fitle, 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 clause convey fee 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

Fitle, 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

Fitle, 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 SSDP2016-00414

[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

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 suffer condemnation did not without compensation when right of way was converted to public trail. U.S.C.A. Const.Amends. 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, D.C. Presiding. CV-00-01637-BJR.

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

Exhibit 24

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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 SSDP2016-00414

Fourteenth Amendment rights and violated 16 U.S.C. § 1267(d), 42 U.S.C. § 1983, 28 U.S.C. § 1358, and Article 1, 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

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 thirty-four-page obtaining briefs without 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 **Exclipiti24** rief.

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), 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 in parties in parties in parties in parties in the intent of the parties in partie look to the language of the deed 036 well as

circumstances surrounding the deed's execution and the subsequent conduct of the parties. 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*. 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.

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." *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." 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 virtuall Exhibits 24 here

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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 Rv. 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 necess to the conveying lates.

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

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 24civil action to enforce, enjoin, set aside, annul, or suspend, in SSDP2016-00414

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 *1090 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.

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. 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

E. Fourteenth Amendment Due Process and Eminent

Footnotes

- The Honorable Mary H. Murguia, United States District Court Judge for the District of Arizona, sitting by designation.
- 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.
- 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.
- 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 assignes...." 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.

- 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).
- 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.
- 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]hough 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.

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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
- 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)

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

[5]

←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

Railroads Exhibit 24 SSDP2016-00414

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

Fitle, 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 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.

SSDP2016-00414

*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. 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. Uhere a deed conveys a right of way to a railroad, the conveyance may be in fee simple or may be an easement only. The interpretation of such a deed is a mixed question of fact and law. It is a factual question to determine the intent of the parties. Courts must then apply the rules of law to determine the legal consequences of that intent. Whether a conveyance is one of fee title or an easement is a conclusion of law as to the effect of a deed.

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.

001131

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:

> Exhibit 24 SSDP2016-00414

(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. 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. Conveyed fee simple title. 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 read can own rights of way in fee simple or as case ments.

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* and *King County v. Rasmussen* 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:

Exhibit 24

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 (metes follows: and bounds description) [49]

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 about 124 nces

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, steed 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." 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. 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. 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.

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 the part of the same properties.

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. 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]

*588 The term "except" is generally meant to exclude the described property. 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. The second seco

**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.

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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

 $^{\left[13\right]}$ $^{\left[14\right]}$ 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

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]

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]hough 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 proper tribits 24d 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. 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." 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 in 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. **200 v. County of Spokane²⁰ 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

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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 unnecessary have been 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 in the term 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

- Certain facts are set forth in a written stipulation of the parties ("Stipulation"). Clerk's Papers at 12–13.
- Stipulation. Clerk's Papers at 12-13.
- 3 Stipulation. Clerk's Papers at 12.
- Clerk's Papers at 89.
- Clerk's Papers at 89.
- 6 Clerk's Papers at 89-90.
- 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 trial as a means of preserving the corridor for future use. Clerk's Papers at 17.
- 8 Clerk's Papers at 13.
- CR 56(c); Brown v. State, 130 Wash.2d 430, 437, 924 P.2d 908 (1996).

Exhibit 24

- 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.
- 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).
- 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.
- 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.
- 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 conveying.

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).

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

 Exhibit 24

- 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.
- Appellants' Reply Brief at 18 (arguing that the use of the term "right" in this provision of the deed conveys an easement).
- 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.
- Clerk's Papers at 66 (emphasis added).
- Clerk's Papers at 57 (emphasis added).
- Clerk's Papers at 63 (emphasis added).
- 52 (Emphasis added.)
- Clerk's Papers at 449.
- ⁵⁴ See King County v. Rasmussen, 299 F.3d at 1087–88.
- 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).
- 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.
- 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.
- 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.
- "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)).
- 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).
- "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).
- 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.
- 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).

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- 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.
- "[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 III. 285, 294–95, 40 N.E. 960, 962 (1895)).
- 86 Clerk's Papers at 92 (emphasis added).
- 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).
- 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).
- 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).
- 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 granters grants easement not determinable fee); Hanson Indus., 114 Wash.App. at 536, 58 P.3d 910 (holding that right of way deed SSDP2016-00414

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).
- 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).
- 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 III.2d 458, 159 III.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.
- 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).
- 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.

Exhibit 24

- 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).
- 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).
- 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).
- 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).

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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. C03–2793C.

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, <u>Coughenour</u>, 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 requirement Exhibitizh (PAUE) count \$ DP2006t00416 stymied 001151

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-ofway, 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 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.

Exhibit 24 SSDP2016-00414 001152

Cases that cite this headnote

[6] Railroads

<u>Remedies of parties or persons</u> interested

Fact that other residents 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 requirement, (PAUE) which county's efforts stymied 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] <u>Federal Civil Procedure</u>

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] <u>Federal Civil Procedure</u>

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 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. § Exhibit 24

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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. <u>Fed.Rules</u> 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 "necessary party," in lawsuit municipality against claiming ordinance's "practical that 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
Exhibit 24
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[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>U.S.C.A.</u> Const. Art. 6, cl. 2; National Trails System Act, § 8(d), <u>16 U.S.C.A.</u> § 1247(d).

2 Cases that cite this headnote

[16] Railroads

← Remedies of parties or persons interested

Exhaustion of administrative remedies was not required court conflict for hear to under preemption challenge National Trails Systems (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] <u>Federal Courts</u>

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

Exhibit 24

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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 auestion if case could be resolved on questions of state law. did not apply 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

← <u>Abandonment and Forfeiture</u> 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 any railbanked railroad rightof-way, since federal regulation railroads of was pervasive and comprehensive, railbanked corridors remained part national rail transportation system subject to jurisdiction of Surface Transportation Board (STB), STB entered order declaring that interim trail use could 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), <u>16 U.S.C.A.</u> § 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 extracte 20 the accomplishm SSDP 20156-00464 001156

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>U.S.C.A. Const. Art. 6, cl. 2</u>.

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

<u>Burford</u> 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 warranted. system. was not 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 <u>Younger</u> 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

<u>Younger</u> abstention, which prevents a federal court from interfering with an ongoing state proceeding that implicates important state interExhibit 24.

required, lawsuit not in municipality claiming against ordinance's that "practical alternative" public agency utility exception (PAUE) requirement was preempted by National Trails Systems Act (NTSA), since issue at stake concerned regulation which ofrailroads. included regulation of railbanked rightsof-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

considering When Younger abstention, which prevents 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

<u>Carriers</u> 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 municipality against 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 involved with the war no extensive involved with the war was no extensive involved with the war no extensive involved was no extensive involved with the war no extensive involved with the war no extensive involved was no extensive involved with the war no extensive involved with the war no extensive involved was no extensive involved with the war no extensive involved with the war no extensive involved was no extensive involved with the war no extens SSDP2016-00414

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

1 Cases that cite this headnote

Attorneys and Law Firms

*1264 <u>Darwin P. Roberts</u>, <u>Matthew Cohen</u>, Heller Ehrman White & McAuliffe, *1265 <u>Peter R. Goldman</u>, Washington Forest Law Center, Seattle, WA, for Plaintiffs.

Bruce Laurence Disend, Kenyon Disend PLLC, Issaquah, WA, for Defendant.

Michael P. Witek, Helsell Fetterman LLP, Peter J. Eglick, Gordon Thomas Honeywell Malanca Peterson & Daheim, Seattle, WA, for Plaintiff and Intervenor–Defendant.

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. 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 developments of 4the East Lake Sammamish Sampont 64the

of-way. Defendant City of Sammamish Intervenor-Defendant East Lake and 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 instant action, filed the 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 railbank $\frac{3}{2}$ the right-of-way. The STB issued its Notice of Interim Trail Use $("NITU")^{\frac{4}{}}$ 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:

> Department The 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 promote 24 SSDP2016-00414 001160

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 existed 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. Extriction 24 the application of the "passes 2014 1004 at the application of the "passes 2014 1004 at the county" 001161

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] A showing of standing is an [3] 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. Ækhibit 24495 U.S. 149, 155–56, 1188 16-004,14109 001162

<u>L.Ed.2d 135 (1990)</u>. Those requirements are as follows:

the (1) that plaintiff have suffered an "injury in fact"—- an invasion of a judicially cognizable which interest (a) concrete and particularized (b) actual and imminent, not conjectural or hypothetical; (2) that there be causal connection between the injury and the conduct complained of—- the injury must be fairly traceable to the challenged action of the defendant. 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

Plaintiffs must show that they have [4] "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 <u>Lujan</u>
v. National Wildlife Federation, 497 U.S.
871, 883, 110 S.Ct. 3177, <u>Ethibit Ed. 2d</u>
695 (1990) (finding **\$35)**Pplaintiff41were
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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-ofway, 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).

In contrast to Sierra Club, the Court [5] 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 Envtl. 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 Sammanish's PAUE permitting requirements.

2. Prudential Limitations

Defendants also object that [8] [6] [7] 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, whiexhitdite24ntly requires a conclusion the PRANTAGE PRAN 001164

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 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, explicit 24 leave any of Stoppons 100414 001165 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.

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-ofway 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

Exhibit 24 SSDP2016-00414 001166 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.

Plaintiffs have raised a conflict [16] 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 rightof-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 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 Exhibit 24 and SSDP2016-00414

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] The preemption doctrine [20] [21] is a corollary of the Supremacy Clause 9 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 Secretary of Interior, in administering the Railroad Revitalization Regulatory Reform and 1976. Act of shall State encourage 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 preserve estab**Eixheldit 24** railroad right SPR2016f00414 001168

future reactivation of rail service, to protect rail transportation corridors, and to encourage energy efficient transportation the case in of use. interim use of anv established railroad rightsof-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-ofway 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. <u>Preseault</u>, 494 U.S. at 5–6 n. 3, 110 S.Ct. 914; <u>Good v. Skagit County</u>, 17 P.3d 1216, 1219 (Wash.App.2001).

Moreover, Congress has determined every inactive railroad right of that appropriate for trail way 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, (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 Exhibited 4 and application of the SPAPA 6 1994 14 ion 001169

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

U.S. Const. (3) art. VI, cl. 2, 16 U.S.C. § 1247(d), and the 16, September 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 Intervenor-Defendant East Lake on 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.

ELSCA asserts that it was [23] [24] 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). 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 <u>Burford v. Sun Oil Company</u>, 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 though 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 <u>816</u>, <u>827</u> (6th Cir.2001) (finding Burford abstention not warranted where case

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

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 [25] [26] [27] Moreover, abstention under 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 Coaxhibitedding SSDP2016-00414

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-ofway 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 aforementioned reasons, ELSCA's Motion for Reconsideration is DENIED.

All Citations

361 F.Supp.2d 1260

Footnotes

- The right of way, which varies from 50 to 200 feet wide, traverses parts of Redmond, Sammamish and Issaquah. 1 Approximately 7.2 miles of the corridor lie within the City of Sammamish.
- The City of Sammamish recodified its ordinances on October 7, 2003. Former Interim Sammamish Development Code 2 ("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.
- "Railbanking" describes the process of preserving inactive railroad rights-of-way as recreational trails. 3
- A NITU authorizes potential interim use of a railbed for trail purposes subject to a trail manager's assuming financial 4 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.
- The hearing examiner agreed with ELSCA that its plan (named the Rundle-Haro Plan), which detoured for various 5 segments away from the wetland areas on the railbanked right-of-way, was a practical alternative with fewer impacts.
- 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 in the court will refer to the various arguments as arising collectively from "Defendants" rather than in the court will refer to the various arguments as arising collectively from "Defendants" rather than in the court will refer to the various arguments as arising collectively from the court will refer to the various arguments as arising collectively from "Defendants" rather than in the court will refer to the various arguments as arising collectively from the court will refer to the various arguments as arising collectively from the court will refer to the various arguments as arising collectively from the court will refer to the various arguments as a collective from the court will be compared to the collective from the collective fr set forth which argument. SSDP2016-00414

- 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.
- 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.
- 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.
- 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.
- 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.
- This argument is based on the Ninth Circuit's reference in <u>Gilbertson v. Albright</u>, 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 [...]." <u>New Orleans Pub. Serv., Inc. v. New Orleans</u>, 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).

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Exhibit 24 SSDP2016-00414 001173

EXHIBIT 8

i,	King County Parcel Number 292506-9007	Owner on Record with King County Assessor King County-Parks	Relevant Deed EXH 2 - TLC to KC Deed	Railroad Conveyance Deed EXH 9 - Hutchinson Deed
1.	292506-9007	King County-Parks	EXH 2 - TLC to KC Deed 199809181252	
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
μ	062406-9013	King County-Parks	EXH 2 - TLC to KC Deed 199809181252	EXH 15 – Hilchkanum Deed EXH 16 – Land Grant
4.	072406-9004	King County-Parks	EXH 2 - TLC to KC Deed 199809181252	EXH 17 – Tibbetts 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.	0920-08225	Inglewood Parking Lot Parcel owned by King County Parks	EXH 26 - Bark-Jensen Deed 2002	N/A
7.	357530-0340	Inglewood Parking Lot Parcel owned by King County Parks	EXH 26 - Bark-Jensen Deed 2002	N/A
8.	357530-0365	Inglewood Parking Lot Parcel owned by King County Parks	EXH 26 - Bark-Jensen Deed 2002	N/A
9.	357530-0370	Inglewood Parking Lot Parcel owned by King County Parks	EXH 26 - Bark-Jensen Deed 2002	N/A
10.	357530-0460	Inglewood Parking Lot Parcel owned by King County Parks	EXH 26 - Bark-Jensen Deed 2002	N/A

EXHIBIT 9

under my hand and official seal this 20th day of July A 1889 Notary Public in and for Warking town-Tiled for Record at request of Cl Calkins July 24 My 1899 at 12 mg m part 1911 By arthunidy depity

Deed. I. Paul Hulchinson John L. Agenand & Engene Chapin | Pacific Division Contract No 1153 Northern Pacific Railroad Company Led No de 1090 This in deuture made the fourth day of Sprit in the year of one ford one Housand

sight hundred and eighty nine by and between the Northern Pacific Rastriad Company a corporation or eated by and existing under an Ach of the longress of the United States of America culitled du act granting and to aid in the con. Struction of a Railroad and Telegraph Line from Lake Superior to Puget Sound ow the Pacific Coast by the North orn Route" ap proved July 2, 1164 party of the first part the Poutral Trust Company of New York a corporation existing under the laws of the State of New York Trustee under a cortain industrie of Mortgage or deed of trust made by the said party of the first part and bearing date the first day of January & I one thousand eight hundred and eighly one party of the see and part and Paul Hutchinson John & Agerand C Engene Chapin of the City of Stalle in the County of King and Territory of Washington perties of the third part Whereas the said party of the first part under and by virtue of the said tel of Congress became and is the granter of certain lands situate in the Torre long of Warking low and did execute and deliver to the sand party of the second por a mortgage inter alia of the said lands in trust for the purposes therein men Lioned and bearing date the first day of January & Tone thousand eight hunders and eighty one and duly filed and recorded in the Office of the Secretary of the Interior in the City of Washington And soheres It is provided and cornsult in said mortgage among other things that the said party of the first part dall at all times be at liberty to contract for the sale of any powered or porcels of said land at such porce or prices us to it shall sum reasonable not below the appraisal thereof approved by the said party of the second part and that upon de port of the proceeds of such sale or sales with the said party of the second prosper of the whether the same he saveach bonds coupons or other securities it shall by diedor

dee do es eculed by it or its authorized alterney or asterney or release the land so sold and part for from the lien verated 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 execuribrance of the said enorgage for the price hereinafter specified being not less than the appraisal thereof approved by the said party of the second part and the said Gruster has become a party hereto for the purpose of retraining the text land hereby conveyed from the said encumbrance so that the said parties of the third part their heirs and assigns shall the and hold the said parties of the third part their heirs and assigns shall the and hold the said powers free from any lieu existing by reason of vard mort gage. Now this indoctive aritmesseth that the said parties of the first and second parts by virtue of the raid powers.

gage 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 2 /100 (\$ 1213 100) dollars unto the sand party of the firet part and by it unto the said party of the second part well and bruly pard aband before the sealing & delivery of these presents the receipt of which is hereby acknowledged have granted burgained and sold aliened released conveyed and confirmed and by these pres ents 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 had or parcels of land situale and being in the Country of King in the Tensitory of Marking low that is to day The Lots Numbered three (3) and four (4) and Southeast granter of Section No twenty mine (29) in Towns lip No Twenty five (25) North of Range of dix (6) East of the Willamelle Mardian containing according to the flinted States government survey One hundred eighly six and to (186 10) acres more or less to gether with all and singular the hereditaineds and apportanaises there into belonging or in anywise apportaining and all the estate right little interest. properly claim and domand whats ocover of the said parties of the first and the and pants and of each of them respectively in law equity or othersoise of in and to the same and every part thereof To have and to hold the said granted and convey lands and premises with the apportenances unto the said parties of the third part their heirs and assigns forever free and clear of the lien and encumberance of the sais Industrie of flortgage and of all the brus to therein or thereby declared or maked and free and clear of all other liens charges and encumbrances except lars and assessments if any levied or assessed since the Twenty first day of March 18 mg And the said party of the first punt for itself and its encourself the corenand and agree to and with the said parties of the third part their hero red assigns that it shall and will warrand and defend the title to the said granted

Exhibit 24 2016-00414 001178

ises unto the said parties of the third part their herrs and assegns forever against the lawful claims of all persons whom sococe except for lases or assessmute as afor said and as to which if any the said parties of the third part hously assumes topy the same In Whitness whereof the said parties of the first and second parts have caused these prevents to be scaled with their respective corporate seals the day and you Northern Pacific Saltroad Company first above wer Hew Elerporate 3 by Janes Williams Vice Provident Med Geo A Garl Assistant Jurdany Pen al drewt Company of Sur York Creater (Porporate) by & Francis Hy de 2" me President

Must CAP Bab cock Lioretary

Dealed and delivered in the presence of IR Hidden

Frank & Earl

State of New York . St Best remembered that on this third day of May City and Country of New York & AD one Housand eight Lundord and withy wine before me personally appeared James B. Williams with whom and personally acquainted and who is known to me to be the lies President of the Northern Practice Railroad Company the corporation that is described in and that executed the forgoing instrument as the party of the first part thereto and who being by me duly divorm said that he knows the corporate seal of said Company that the seal offered to the foregoing instrument as such is said corporate seat that the same seas affected to the foregoing instrument by authority of the Board of Tirectors of said Company and that he signed the said instrument by like anthority And the said fame to Milliams at the same time acknowledged the foregoing instrument to be the act of deed of the said North ein Pacific Karbro ad Company and that said Company seculo the same freely and voluntarily for the uses and purposes therein expressed in Moderies sohowed I have hereunts sel my hand and affixed my official seal at my office in the City of New York the day and year laid aforward

Commissioner of deeds in New York for Genetery of Warting tou is Beit remunbered that on this leuth day of Mag ! State of New York City and County of New York \ Tone thousand engle hundred and eighty nine before me porsonally appeared & Francis Hyde with whom fam personally argumented and roke is known to me to be the second Vice Bresidend of the Cheloat Freed Company of New York the corporation that is described in and that executed the foregoing on strument as the party of the second part thereto and wher being by me duly swarm \$\$DP\$ 016-00414 that he server the corporate seat of said Company that the real affixed to the forgoing

instrument as such is said corporate seat that the same was affixed to the foregoing instrument by authority of the Board of Tweeters of said Company and that he signed the said instrument by like authority and the said & Francis Hyde at the same time acknowled ged the foregoing instrument to be the act and deed, of the vard the Cartral. Tourt Company of New York and that sand Company executed the same freely and vol unlandly for the uses and purposes therein expressed in Wilness whereof I have hereinto sel my hand and affixed my official seal at my office in the lity of Mue York the day and year last afores and

& R. Ridder

Commissioner of deeds in New York for Touritory of Warking tow Tiled for record at request of J. Hutchinson July 25.631889 at 12 mino part 10 dell MRdornest

County Miditor g Clk Kymedy Mehity

35363 West Coast Inip Company

John Cherry

Marrauly deed

This in deuture made the 25th day of July 1889 between the West Coast Improvament Company a corporation duly incorporated organized and existing under and by virtue of the laws of Warking tow Tweetery the party of the first part and John Cherry the party of the second part Milnesseth that the said party of the first party for and in consideration of Loo hundred dollars to it paid by the said party of the swood pad does here hereby grant bargain sell and coursel to said party of the second part and to his hein and assigns forever the following described tracks or parcels of reales fale lying and being in the County of King Tweetery of Hacking toward particular by bounded and described as follows to wit All of dot brouty eight ast of Block Levely four (11) in Gilman Park Jogethinwith all and singular the liveracity harditaments and approton ances there will belonging or in anywice apportain ing bud also all the estate org the little and interest at law and in equity therewore thereto To have and to hold the sand promises to the sand party of the second part and to his hours and assigns force or and the vard party of the first part does received with the said party of the second part and his ligal representatives forces that the sard premises are free from all incumbrances and that said party of the first part will and its succession and assigns shall warrant and difered the same to the said party of the second part his heirs and arrigus forever against the lawfulldone and demands of all persons whatsoever

In Witnessehowof the said party of the first part has caused these presents to be ses \$5002016-00414

EXHIBIT 10



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 remainers, 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.

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. } Herman S. Frye
{Notarial Seal } Notary Public in and for the State of Washington,
{Com. Exp. } residing at Seattle, in said County.
{Dec. 4-7 }

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

Geo B. Lamping County Auditor

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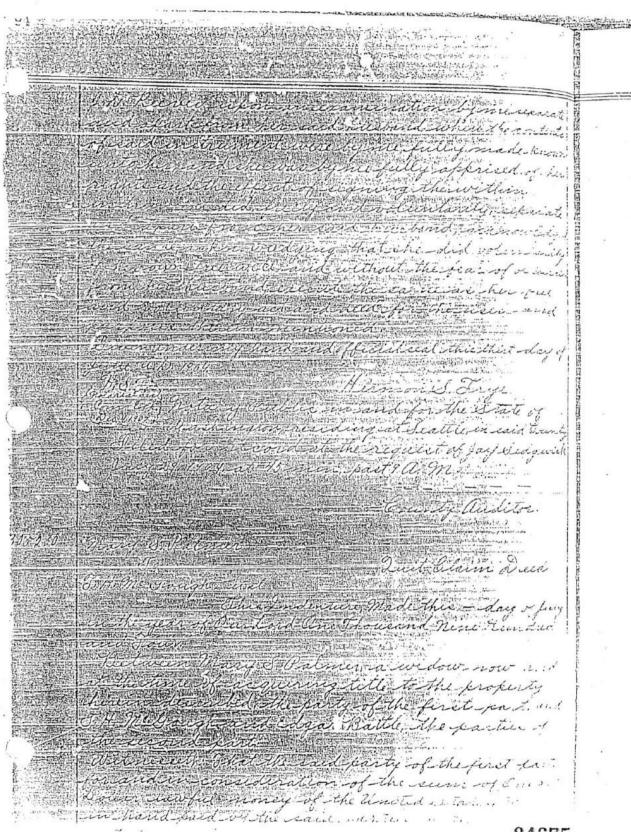
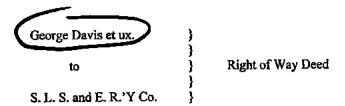


EXHIBIT 11



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 I 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.

}	George [his mark] Davis.	[Seal]
}	Elizabeth [her mark] Davis.	[Seal
}		-
	})

Signed Sealed and delivered in Presence of

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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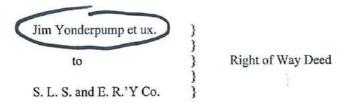
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EXHIBIT 12



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.)/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 delivere	d in Presenc	e 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.

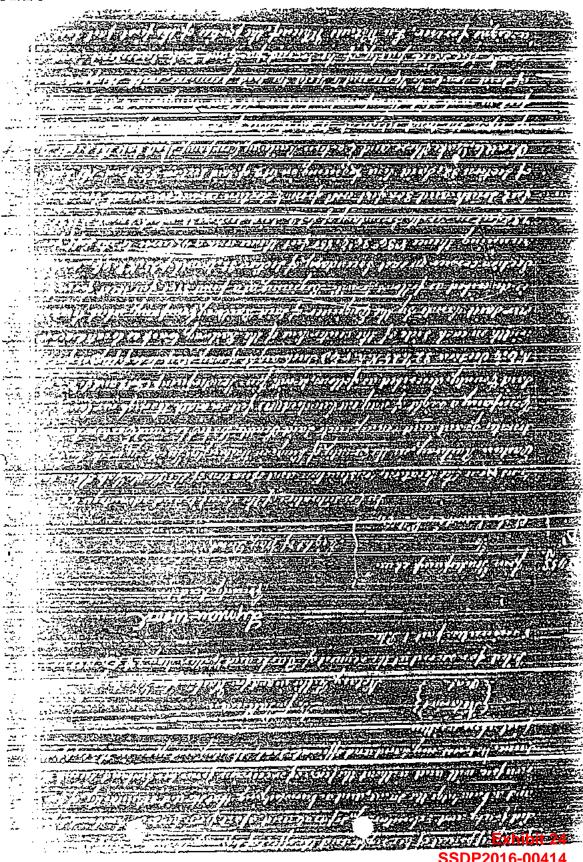
Witness my hand and official seal, the day and year in this certificate first above written.

{Notarial } B.J. Tailman { seal } 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

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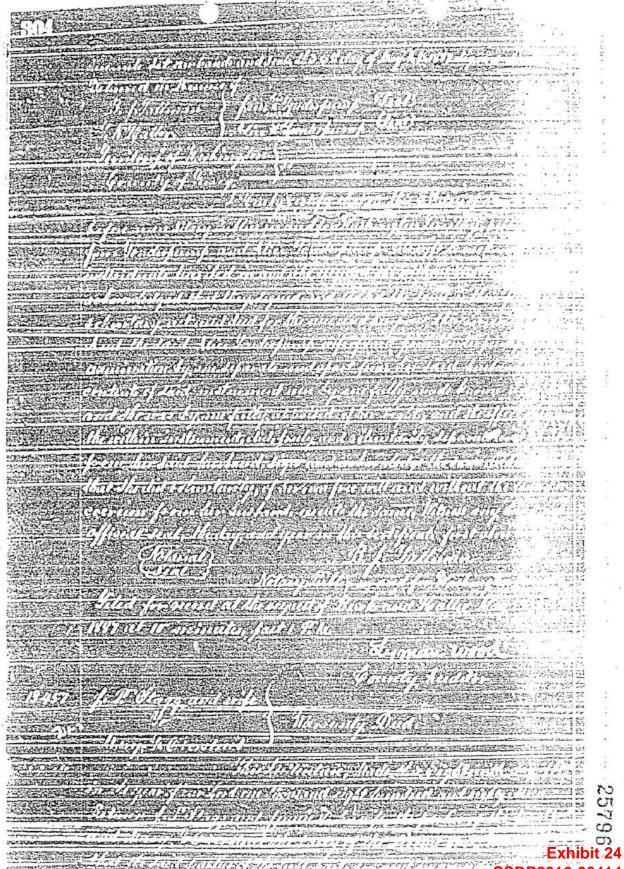
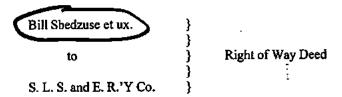


EXHIBIT 13



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 delivere	d in presenc	e 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.

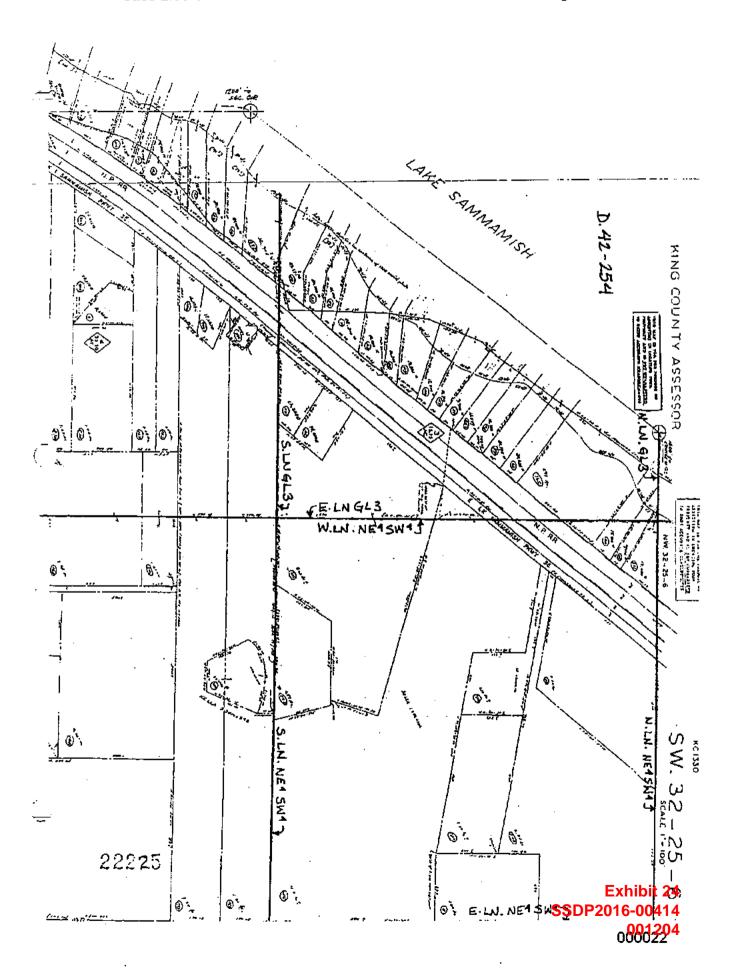
Witness my hand and official seal the day and year in this certificate first above written.

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



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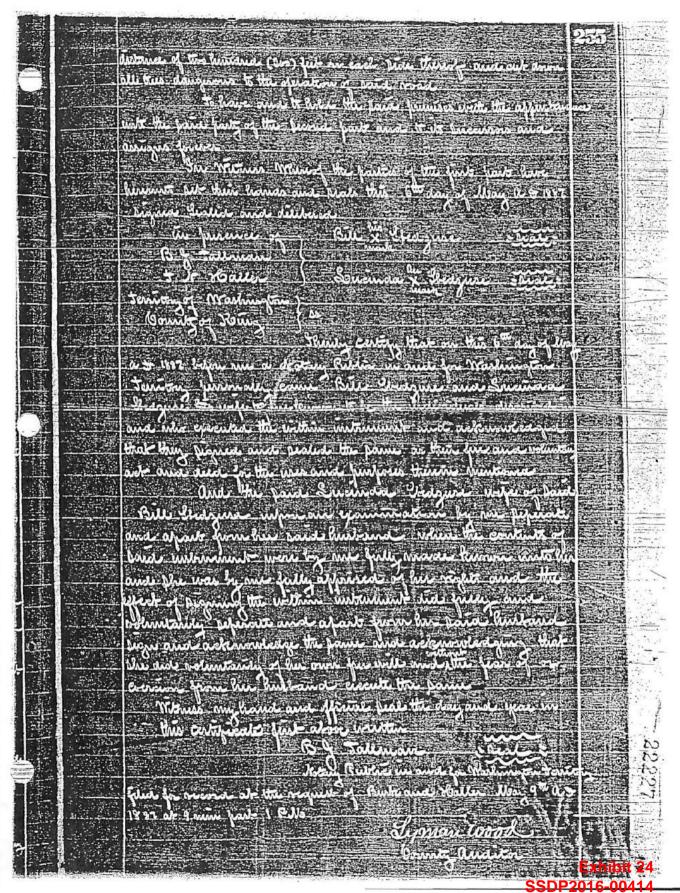
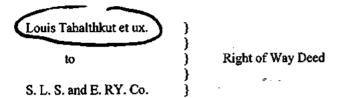


EXHIBIT 14



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.	[Seai]
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 } 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 8 minutes past 1 PM.

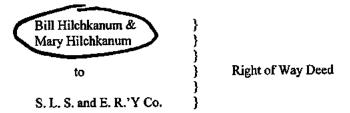
Lyman Wood County Auditor

(Got 4 and O. E. 4 of S. W. 4 Lec 32, 4, 25 N. R. G. G.) Guch right of way stay To be fifty (30) feet in willing on each bede of this ceretion line of the voilway track as docated across over desid lands by the Congueser of daid said 36'6 215 feet to point on month boundary of lot 4 Said Acc 32, 1320 worth and 35T feet east from I, M. corner of said dection 82, Les Courideration of the breught and advantage to acome to chousts, grant and correin, unto daid Heath Looks Alars and Eastern Pail. evay Corresponne a vight of way, our Gurndred (100) feet in with through our way formpower, which Gocation is described as follows, to wit Begining According theore on a locuse to the right for 1800 feet, theore N. 360 us fores the location, and operation of the Gentle, Lock Chor and Cartern, at a point his feet west from d. M. corner of dec 82, 9, 25-11, 2. 46 and Resilvay, in the County of Turns in Machiniston Justing we do hear by fands in sail County, described as follows, to-wit fories Johalth kent And the Said Geattle, Looke Thore and Eastern Railway Right of May, Dued. Youis Jahalthaut et us 8. 4. 4. 8 E. C. N'U Go.

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EXHIBIT 15

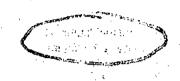


In Consideration of the benefits and advantages to accrue to us from the location construction and operation of the Seattle, Lake Shore and Eastern Railway in the County of King in Washington territory we do hereby donate grant and convey unto said Seattle Lake Shore and Eastern Railway Company a right 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.



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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	} } \$\$		

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.

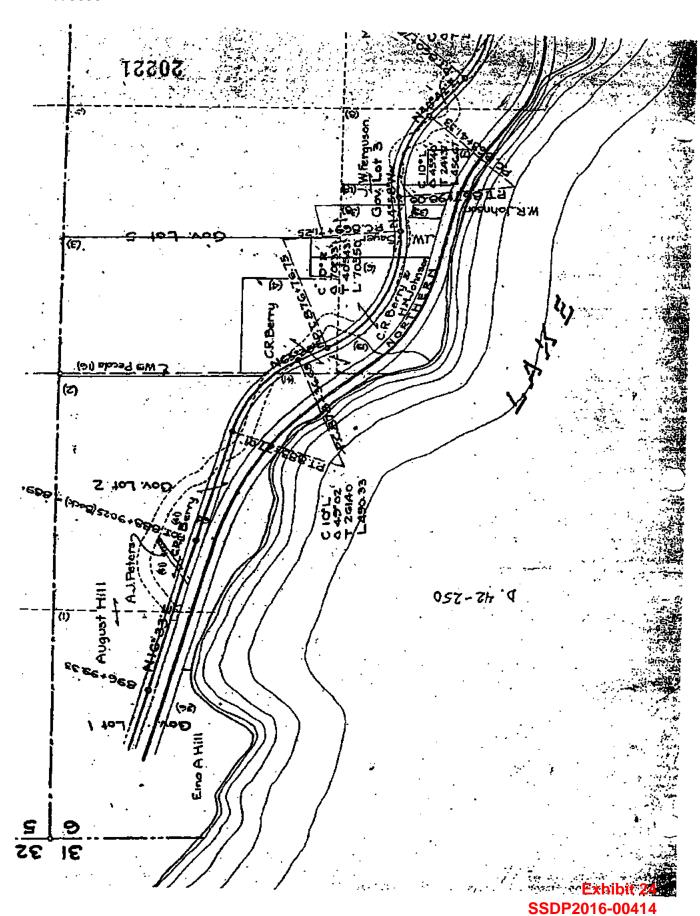
Witness my hand and official seal the day and year in this certificate first above written.

B.J. Tallman {seal} Notary Public in and for Washington Territory

Case 1:03-cv-00785-MBH Document 109-3 Filed 05/17/11 Page 4 of 8

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



Case 1:03-cv-00785-MBH Document 109-3 Filed 05/17/11 Page 5 of 8

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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
	То	}	
	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 aplat 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 equiped 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 half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the section half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the southeast quarter of section half of the northeast quarter and the southeast quarter of the northeast quarter of the northe

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	} By	the Presid	ent: Grover Cleveland	
{Office seal	}	M. McKean Secretary		
		LGC I	.amar	
		Reco	rder of the General Land Of	ffice
Recorded Vol 17 pages	62 to 170 inclusive	}	Nathan Berman	
Filed for record at requ	est of Thomas Coop	er }	County Auditor	
eby 10, 1896, at 30 min page 3p.m.				

Fronthern Christis Challon & Company Hellen tod Atales of America, to and to work on there spreached what is easily, Freedings of Love as, By Wheart of congress approved states, 10 led cutil Cet Un ach granting lands toaid in the construction up a Railroad and telegraph dice from the Ke Diperior factor gets stocked on the Narie fie Cash by the Worthern Arende and the joint resolution of may 21/1870 these Grand granted to the Northern Pacific Andrea & Company site unclessor and assigns for the purpose of aiding as the rome buckion of said railroad and telegraph. filed to the pacific Coast and branch "compattonate section sof public Cand but enimonal, diese quality and de receive bear to the receivent of levelly alle male wer tions per uniturn each middle procedural traditions received Company many adopt through the Firstone's for the Almito & States are & sensellemate wertenseptant previous Converse as Knikelopen Christonak whenever with speaked through any state and whencom on the din things The Amiled Miller frage for Cl little Work reserved and I gentled son attorners up propriated, and free from an implier in Other cenius our ghts at the line the course procurant The definitely fix the and applat Thereof fitch in the Exprise of the Commission worther Lours Court Office But to Ruce as office al Attalements from the proceeding of The Interior Land been filed winther Towned Land Office If Themeny that the Commissioners appointed by the Turkent. funder the provisiona of the fourth section of the first ramed and have reported to him that the said Forthern Shoepic Railron Gard below graph ding and Grand he excepting that portion setween The Elita Mark Sunfton, west Lartenul Coopen declared perfected by the sack of the top temple of 1890 Know Alexa Construct Sand fully Scourp Ectik and a grouped with Manney processed & Exhibit 24 The not relation thereto and the sacrie accep \$\$DP2016-00414 Chesiden K. Elmit 10 horax Cordain draets have deen fratte to funder the acts afore each on The decle withought a dean

esquard Marthern Cacepis Cachead Company as shown - by his Original lists approved by The local officers Soud on file within office and Whereas the said tracts of land lie coterminous to the constructed directofroad and are particularly described as afollows, to with North of base luce and Mestof Hillamette Meridian State of Hiskington! 20-1- Elounskip duenty, Pange one othe lote numbered Occe, two three and five, The northwest quarter of the Worth each quarter, The south-half-of the north-Hash quarter and the Douth Eastquarter opposition one containing four Rundredaudayhteen aues and flighty flow hundredtha of an acre, all ofsetton Three Containing six hundred and fifty seven Jacres and Kirty hundred the of an acrefall lota Truckered one two, four, aid five of section five Containing one Accorded and forty area and seventy three hundredthe of an acre The lots mundered one stern and three of section seven containing tunety seven acres and twenty two hundredths of an acre, allog section fliet, Containing say hundred and twenty segen acres and twenty hundredthe at an acre, the hist half of the north East-quarter, The wouth tast quarter and the West half of section He own containing five Rended - and sufty aires The lot murbered two, The east half of the north East quarter, The Treat half of the north Heat quarter, The Fresh half of the South Heat-quarter quarter auth East Lalf of the douth East quarter of section Therteen, Containing Three Hundred and fifty one acres and fifty hundredthe of an acre The South took quarter and the north-Kalf of section fefteen reordaining four hundred and lightly 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 Hest half of Texhibit South last quarter of section Minetean Containing 16-00 two hundred and thirty seven series and fifty two humaneath and and week the threath West meater. The

[Pages intentionally omitted and available from Counsel upon request]

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Clounship Elwertly The Fauge Six allof Section Three containing Six Aundred and five acres and Thirty hundredites of an acre allogsection five containing Dix Sundre a and eighteen acres and dryty four Ludre Alta of awalre allo fishection peron containing dy hundred and fifty one acres and forty took Tundredthe of fair acre all of Dection nine Contain sing slip Aundred and forly acres. Allo polection fifteen Containing dis demotred and forty acres the North half of the Southwest quarter The north lack of the Louth each quarter us the north half of section swenhen Contaming four hundred and eighty acres The to to numbered and seven eight mine and tere the month talf of the north easy wanter and the north easy quinter of the morth west quarter of the chion mueteen con-Tacing The hundred and fifteen acres and strity from houndredthe of an acre The South east quarter of the north west quarter the north east quarter of the South west quarter, He South half of The point Resignater and the east halfofsection twenty out Containing four kundred andeighty acrespallof Section Twenty Three containing the hundred and fortyanes allof Section wenty for Containing dix hundred and forty acres Allof Section twenty Seven Courtaining try hundred and forty acres. The lots numbered fine eight nine and ten, the north half of the mortheast quarter the North east-quarterrof the morth west-quarter, The South west quarter of the South west quarter the north traif of the south east quarter and the south east quarter of the South east quarter of Section twenty nine con Taming Three hundred and Seventy Seven acres and eighty hundredths of an acrespall of election thinty our Containing fire hundred and forty our area approentum hundred the of awacre allog Section Thirty Three containing Dig hundred and locuty. Theel dones, allo & Section Thirty Exhibit 24 Containing dix hundred and forty acres. 001229 Jownship Twenty four Gauge Dix Allof Section Three Containing Six hundred and two deres and

Thirty fees containing say hundred and forty and.

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Thirty sex hundredthe of an acres allo festection for conlaining dry hundred and two anisand dixty say hundred the of an acre allo plaction deven containing eighty sul acres and Severity - first Remote atto a fair a care allogs within There are Lauring for then are deck dry try for acres and from hundredthe of an acrel the lote numbered one two and That and the most guarter of the north last quarter of Section Deventer weretaining muity from were and runely hundredths of an acre! The North Head quarter of the 210 rth earl quarter the south half of the Wortheas Equarter, The shouth earl quarter and The fractional Heat half of election multions con taining sty hundred and four weeks and twenty two hundredthe of an acre the Easthalfof The Northeast quarter and The east half of Ke Louis east quarter - of Santion-leverty one Containing one hundred out Singly ceres. The South Kalfof the Southeast quarter autho That half of exection twenty nive contaming fourteundred acres, The South Rolfs & He north east quarter the South oat quarter of the north-week. quarter the thest holf of the north west quarter and The South-half of Section Thirty Our outaining fire Aundred audtwenty one acres and eighty two Aundred the of an acre

Allog Section Que Continuing they hindred and toenty from acres and fifty and hundred and twenty must acres and furnity six hundred the of an acres the lots - murbered and two of the doubt half of the north cost quarter and the South half of the north laining four hundred and secrety seven acres and thirty eight hundred the of an acres the east half of the North thest quarter the east half of the solventh acres allogs the south acres allogs to the solventh concerning solventh and eighty acres allogs the total cleven; Containing soly hundred, and forty, deres allogs the total cleven; Containing soly hundred, and forty, deres allogs the total cleven; Containing soly hundred, and forty, deres allogs the total colors.

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and frity. Dry acres and Thuty new hundredthe of an acre, whe North Hest quarter of section Containing one hundred and fifty seven an and righty five hundredthe ofan acre. The said tracks of land as described in the foregoing make the aggregate are a of (912015:25) nine hundred and flower ty two Thousand and stern ty first acres gud twenty five hundred the of an acres Now Inow ye, That the United attacts of America in consideration of the premises and pursuant to the staid acts of Congress, Have Siven and Tranted and by these presents do give and grant unto Restrict Northern Lacific Gailroad Company ito successor and assigns, the tractor ofland selected as a foresaid and embracedoes The foregoing Get yeluding and excepting altonoral lands Thould are such be found with tracts a foresaid but this exclusion and exception a coording to the Kerus of the Statute shall not be construed to include Cool and iron land To transand Goodfold the staid tracto with the appentenances thereof unto the said Morthern Cacific Gailroad Company its successors andassigns forever In Sestimony whereof Trover Cleveland Prisiden of the United States of America have Coursed These letter to be and despatent and the seal of the General Land Office to be hereunto appixed. Given under my hand at the City of Hashington This the tenth day of tray with year of our Tord one Koasandeight hundred and ninety fine and of the Independence of the United States throng hundred and windrent to Bythe hesident; Grover Cleveland Joneral Laint m. Me Sean Decretory office sent-il LG OLAMAN Gecarder of the Teneral Land Office Gerorded boly pages 62 to 190 inclusive

Aled for record as request of Thomas Cope & Callean Beach

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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

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. Tibbets 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. Tibbets 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. Tibbets, 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. Tibbets 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. Wicks

(W.G. Wick's signature) (Notarial Seal) (Ex Mar. 28-94) 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. $6^{\rm th}$ A.D. 1890 at 2:27 P.M.

W.R. Forrest, County Auditor, Deputy.

EXHIBIT 18

W-1056028G1110

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 hund paid, the receipt whereof is acknowledged, CONVEY and QUITCLAIN to the MORTHERN PACIFIC HAILWAY COMPANY, a Wisconsin corporation, all interest in the real estate hereinafter deportbed, situate in the county of King and state of Washington, to-wit:

A strip of land forty (40) feet in width, being twenty-five (28) 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 Enilsy Company for its Enoqualmic Branch as constructed and operated, between the southerly line of the "Isoaquah to Redmond" County Road and the shore of Lake Sammanich, over and across that certain tract or purcel of land within government lot two (2) of section seven (7) in township twenty four (24) north of range six (6) eact of the Willamette Meridian described as follows:

Commencing at the cast quarter corner of said section seven; thence south no degrees ten minuter cast (SC*10*1) 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°51'W) four hundred ninety (490) feet; thence north sixty eight degrees thirty minutes west (N68°30'W) ninety seven and one tenth (97.1) feet to the true point of herining; thence continuing north sixty eight degrees thirty minutes west (N88°30'W) eighty and three tenths (80.3) feet; thence north fifty four degrees forty five minutes west (N54°45'W) one hundred forty seven and soven tenths (147.7) feet; thence leaving said meander line north ten degrees thirty five minutes cast (N10°35'E) to point of intersection with the southerly line of said County Road; thence coutheasterly along said southerly line to a point which bears north ten degrees thirty five minutes east (N10°35'E) of the true point of beginning; thence south ten degrees 'lirty five minutes west (S10°35'W) to the true point of he-

Also an additional strip of land imenty-five (25) fret in width on the northerly side of and continuous 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 essterly, measured at right angles, from a id 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

HAMILIAN GRANT and CONVEY to suid RAILWAY COMPANY the right HAMILIAN in perpetuity southerly of the above described forty foot strip of land the present slopes for its existing regibed 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 Teleproph from time to time may deem desirable or necessary.

these presents this 19th day of July 1935.

alice M. Buller

STATE OF WASHINGTON County of King.

(as

oertify that on this 19k day of uly 1935, personally appeared before me ALICE M. FULLER, to me mown to be the individual described in and who executed the within instrument and acknowledged that she signed and scaled the same as her free and voluntary not and deed for the account purposes therein mentioned.

Given under my hand and official scal this 19th

Notary Isolic in Ind for the State of Washington, residing at Seattle in said State.

THE Sty Becord guly 90, 1935, // Ar M.
RESSERT OF THE ENGLISH STYLING COUNTY AUGISTO.

Exhibit 24 SSDP2016-00414 001239

EXHIBIT 19

W-10559 286**11**09

The Grantor, ALICE M. FULLER, a widow, of Monohon, Washingthn, does hereby for the consideration of one dollar and
ather good and valuable consideration in hand paid, the receipt
whereof is acknowledged, CONVEY and QUITCLAIM to the MORTHERN
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:

A strip of land sixty-five (65) feet in with, being fifty (50) feet wide on the northerly side and lifteen (15) feet wide on the southerly side of the menter live of the main track of said Railway Company for its Snoqualmic Branch, as the same is now constructed and operated, between the southerly line of the "Issaquan to Redmond" County Road and the shore of take Jammamish, over and across that certain tract or purcel of land within government lot two (2) of section seven (7) in township twenty-four (24) north of van eleik (6) east of the Willamette Registering accorded as follows:

Baginning at the east quarter corner of tail section even; thence bouth no degrees on minutes cast (30°11'12) seventy-four and four-tenths (74.4) feet to the measurer corner on the shore of take Sammamish; thence following the meanager line in front of said take north seventy-nine degrees fifty-one minutes west (N79°51's) two hundred thirty-seven and one tenth (237.1) feet; thence leaving said-meander line north ten degrees thirty-live minutes east (N10°35'E) to point of intersection with the south-orly line of the "Isaaquah to Redmond" County Road; thence susterly 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 CHANT and CONVEY to the said RAILTAY OFTANY 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 purcet of land hereinabove described.

IN WITHOUT WINEREDF the aforesaid Grantor has signed these presents to 19th day of Yuly 1935.

alice m Bullen

GRATE OF WASHINGTON)

i, the undersigned a Notary Public, do hereby certify that on this 19th day of 1935, personally appeared before me ALICE M. FULLER, to me known to be the individual described in and the 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.

day of July ... A. D. 1935.

P.G. Zurlameger

Notary Public in and for the State of Washington, residing at Scattling 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 Reinhardsen 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

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Exhibit 24 SSDP2016-00414 001244

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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.

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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:

JEFRY/LANE REINHARDSEN

Dated: 3/4/99

KAREN MARIE HAMILTON

Dated: 3/4/99

HATEP & LANDS EAS

SSDP2016-004

GRANTEE:	
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KING COUNTY	
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By: Tary Busson	ne the
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STATE OF WASHINGTON)	7./
STATE OF WASHINGTON	
COLDITY OF PAIG	4. 3. M
COUNTY OF KING /) /	
The state of the s	
	red before me JEFFRY LANE REINHARDSEN to me known
to be the individual described in a	nd who executed the within and foregoing instrument, and
acknowledged to me that he signed a	nd scaled said instrument as a free and voluntary act and deed
for the uses and purposed therein mer	itioned.
	11D A 4
GIVEN under my hand and o	fficial seal this 4 day of 14 th, 1999
commence of	No Al
OFFICIAL SEAL	
ADARYL A. DEUTSCH	Print Name DAST A. AGROH
Notary Public - State of Washington	NOTARY PUBLIC in and for the State of
My Commission Expires 3-10-01	Washington, residing at Kong lowns
h	My commission expires: 3/10/01
	——————————————————————————————————————
STATE OF WASHINGTON)	
) ss	,
COUNTY OF KING /)	
COUNTY OF RING J	
On this day personally appear	red before me KAREN MARIE HAMILTON to me known to
be the individual described in and	who executed the within and foregoing instrument, and
acknowledged to me that he staned in	I who executed the within and foregoing instrument, and and sealed said instrument as a free and voluntary act and deed
for the uses and purposed therein men	
for the uses and purposed therein their	moned.
CIVENll ll -	fficial seal this Hay of MARIN 1999
GIVEN under my hand and o	fficial seal this, day of, 1949.
frammer.	New
OFFICIAL SEAL	D. N. DANE ADCID
DARYL A. DEUTSCH	Print Name DAPAL A DEVISUA
Notary Public - State of Washington	NOTARY PUBLIC in and for the State of
My Commission Expires 3-10-01	Washington, residing at 100 100 AT
(My commission expires: 3/10/01

Į.

WATER & LANDS EAS

19920707000512 PAGE **EXHIBIT:24** DP:2016:00414

gr ⁱ gr ⁱ	
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)
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On this day personally ap	peared before me Fam Bissonnette, to me known to be the
Direction xot of Not Resumof 1	King County, a political subdivision of the State of Washington
who executed the within and fores	going instrument, and acknowledged to me that he/she signed and
	and voluntary act and deed of said corporation for the uses and
purposes therein mentioned.	7.7 7.
purposes mercin memorica.	$M^{\prime}M^{\prime}$
GIVEN under my hand	and official seal this day of
19 <u>49</u> .	
HILL A. HO	Contract of a
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S ADTARY	Tak O State
	Print Name Farth A Holste
PUBLIC	NOTARY PUBLIC in and for the State
10,700	of Washington residing at
THINTE TO	HIMIN Bellevus, WA
WILLIAM AND THE WAS	My commission expires Aug 19, acci
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Exhibit 24 SSDP2016-00414

97/97/1**0012#8**

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° 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°02'46" East, a distance of 23.37 feet;

thence South 20°18' 10" East, 13.63 feet to the true point of beginning;

thence continuing South 20° 18 10" East 37.00 feet;

thence South 81°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°53 35" West to the true point of beginning;

thence North 84°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. 311-49, 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.

19920707866512 PAGE 2010 169512 SSDP 2016-00414 16 88 001249

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° 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°02° 46" East, a distance of 23.37 feet;

thence South 20°18'10" East, 13.63 feet to the true point of beginning;

thence continuing South 20° 18' 10" East 37.00 feet;

thence South 81°38'02" West to the outer boundary of the second class shore lands of Lake Sammanish;

thence Northerly along said outer boundary to a point which bears South 84°53'35" West to the true point of beginning;

thence North 84°53'35" East to the true point of beginning;

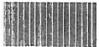
TOGETHER WITH that portion of vacated Thomas Alexander Road No. 867 adjoining, as attached by operation of law;

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.

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19996787886242 PACE: 887 OF 889 SSDF2016-00414 KING COUNTO 01250

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.

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1999678786242 SDF2016-00414 KING COUNTOO 1251

NET 4 SEC.7, T24N, R6E ROW AREA - 744848 S.F. ROW AREA - 5.821 AC. CO APRIL MONTH IN THE COLUMN TO THE COLUMN T REINHARDSEN PEICHTS CARLTON Ò THE PERSON NAMED IN COLUMN NAM LAKE SAMMAMISH A HORNO SCHOOL ۲ SEI /4 SEC.6, T24N, R6E ROW MEA # 47516 S.F. ROW MEA # 10.274 AC. 00 KANG COUNTY DEPT, OF TRANSPORTATION ALL TRACE SAMULANISH TRAIL BOOK OF THE CHART EXHIBIT 3-A 311-99

THE OWNER OF PERSONS

SSDP2016-00414 199907678005061252 PACE 889 OF 889 061252 87/87/1999 18 59 KING COUNTY, NA

16 68

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

HATER & LANDS ERS

15.00

19990707000513 PAGE 001 OF 008 07/07/1999 10:58 KING COUNTY, WA

> Exhibit 24 SSDP2016-00414 001254

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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:

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.

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.



19598767074513 PAGE 992 UF 993 SSDP2016-00414 KING COUNTY 255

3. Use of Easement Area

- 3.17 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.

GRANTO	ORS:	and the same		1	
11/2	6/) 	W		
MARK E	ROGA	SKI	er er er	, steen	
Dated: _	3/4/	144	and rank it.	· profes	<u>.</u>
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111	. (. 1		
CAROL	L. ROGA	LSKI		145 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
Dated:	_ / /	17	/		



Exhibit 24 SSDF 2016-00414 97/97/1001256

GRANTEE:	
And same	w .
KING COUNTY	^ ,
By: Paru Besson	meto
Its	
Dated: 7/1/99	and the state of t
V//////	
STATE OF WASHINGTON)	
COUNTY OF KING /) ss	
COUNTY OF KING	
On this day personally app	beared before me MARK E. ROGALSKI to me known to be the
	xecuted the within and foregoing instrument, and acknowledged
	d instrument as a free and voluntary act and deed for the uses and
purposed therein mentioned.	3///////////
CIVIENT	LIP MOUNT 1099
GIVEN under my hand and	d official seal this Way of MARIN, 1999.
OFFICIAL SEAL	New
DARYL A. DEUTSCH	Print Name DARTE A DETS.H
Bladary Public - State of Washington	NOTARY PUBLIC in and for the State of
My Commission Expires 3-10-01	Washington, residing at KDVE LUNT
	My commission expires: 3/0/91
STATE OF WASHINGTON A	
STATE OF WASHINGTON)	
COUNTY OF KING)	
On this day personally apr	peared before me CAROL L. ROGALSKI to me known to be the
individual described in and who e	xecuted the within and foregoing instrument, and acknowledged
to me that she signed and sealed sa	d instrument as a free and voluntary act and deed for the uses and
purposed therein mentioned.	
	d official seal this May of NARIH , 1999.
GIVEN under my hand an	d official seal this 1 day of 1979.
farmen in	NPN-
OFFICIAL SEAL	Print Name DAPTC A DEVTSCH
DARYL A. DEUTSCH	NOTARY PUBLIC in and for the State of
Mr Complision France 2-10-01	Washington, residing at KING WATY
	My commission expires: $3/10/01$

LIATER & LANDS EAS

19990707000513 PACEXANIDITE24 SSDP2016:00414 15 89 001257

STATE OF WASHINGTON) ss. COUNTY OF KING On this day personally appeared before me fam Dissomette to me known to be the a Cupf of Nat Resource 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. 1st day of July GIVEN under my hand and official seal this 1999. Faith A. NOTARY PUBLIC in and for the State of Washington residing at Bellevue WA My commission expires Aug

5

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.

HATER & LANDS EAS

19990707000513 PAEXIMIDITE24 SSDP2016300414

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.



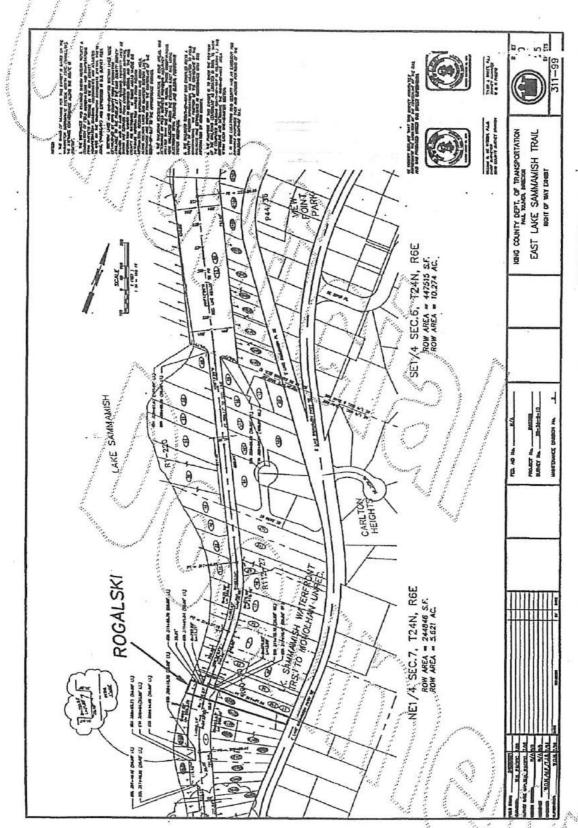


EXHIBIT 2-4



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

AFTER RECORDING RETURN TO

King County Real Estate Services 500 A King County Admin. Bldg. 500 Fourth Avenue Seattle, WA 98104



Document Title Quit Claim Deed

PAGE 001 OF 001

Reference Number(s) of Documents assigned or released: N/A

Grantor(s):

King County

342990

Grantee(s):

Daniel J. Ivanoff and Laurie A. Ivanoff

Legal Description: Ptn Gort Lot 2, Sec 7 See Exhibit A

Assessor's Property Tax Parcel/Account Number: 406510-0025

51959\01000\311132.V01 JDC

SSDP2016

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

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 Eot 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 for it 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.

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Exhibit 24 SSDP2016-00414 001265

Dated this agm day of May 2008.	
GRANTOR	
KING COUNTY	
the state of the s	
and the second of the second o	
Printed Name: 505 5005	
Its: Desti Diecos Dores	
STATE OF WASHINGTON) / / /	
) ss / / /	
COUNTY OF KING	
On this day named to a fall distant	
On this day personally appeared before me <u>Hold Burns</u> to me known to be the Only Dector of King County, a political subdivision of the State of Washington, who	,
executed the within and foregoing instrument, and acknowledged to me that second and	4
sealed said instrument as a free and voluntary act and deed of said corporation for the lises and	j
purposes therein mentioned.	
GIVEN under my hand and official seal this 20 day of May , 2008.	
Christine ganassi	
Print Name Christine Zanassi	
NOTARY PUBLIC in and for the State of	
Washington, residing at Kirkland	
My commission expires 9/14/09	
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LEGAL DESCRIPTION OF PROPERTY

LANDS ADJOINING, DESCRIBED AS FOLLOWS; 6 EAST, W.M., IN KING COUNTY, WASHINGTON AND SECOND CLASS SHORE THAT PORTION OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 24 NORTH, RANGE

COVERNMENT LOT 2, SAID FOINT 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

THENCE SOUTHERLY ALONG THE WESTERLY MARGIN OF SAID COUNTY ROAD FROM THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 2;

DIZLYNCE OF 23.37 FEET; 🦟 WHICH CURVE AT THE FOIRT 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

THENCE SOUTH 20°18'10" EAST 124,63 FEET;

"EVZL TVŘE SÝMWYMIZH LKVII", VND GLÁEN MYK NÚMBEK 311-99, KEČOKDS OF MORTHERN PACIFIC COMPANY RIGHT OF WAY AS SHOWN ON THAT MAPTITLED THENCE SOUTH 75°39'45" WEST 283.32 FEET TO THE EASTERLY MARGIN OF THE

THE LEFT MAYING A RADIUS OF 652.83 PRET, THE CENTER POINT OF WHICH LHENCE ZODILHEVZIERTA VYONG ZVID BYZIERTA WYKGIN YTONG Y COKAE 10 THE KING COUNTY ENGINEER AND THE POINT OF BECINNING.

BEARS NORTH 68°41.04" EAST, THROUGH A CENTRAL ANGLE OF 4°27'56", AN ARC

DISTANCE OF 50.88 PEET,

SSDP2016

CLASS SHORE LANDS OF LAKE SAMMAMISH; THENCE SOUTH 12254.38" WEST TO THE OUTER BOUNDARY OF THE SECOND

THENCE NORTH 75°39°45" EAST TO THE TRUE POINT OF BEGINNING. BEARS SOUTH 75,39 45 5 WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID OUTER BOUNDARY TO A POINT WHICH

(YAW OF THE EASTERLY MARGIN OF THE NORTHERN PACIFIC COMPANY RIGHT OF TO MONOHAN, ACCORDING TO THE UNRECORDED PLAT THEREOF LYING WEST (BEING THAT PORTION OF TRACT STLAKE SAMMANISH WATERFRONT TRACTS

1760607006 KING CONNIA KECOKDS NNDEK KECOKDING NNWBEKS 3005030050 TOGETHER WITH A 10 FOOT ACCESS AND UTILITY EASEMBNT AS RECORDED IN

WASHINGTON. SITUATE IN THE CITY OF SAMMAMISH, COUNTY OF KING,

\$1959/01000/311132.V013DC

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 STRUP OF LAND 22,00 FEET IN WIDTH LYING 4.67 FEET WESTERLY AND 17.33 FEET BASTERLY 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 1000246" 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 BAST LAKE SAMMAMISH TRAIL AS SHOWN ON THAT MAP TITLED "BAST 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 BADIUS OF 70283 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.

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Exhibit 24 SSDP2016-00414 001268

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 ± twelve foot wide paved surface, with ± 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 Gounty 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.



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 9903112

RECORDING COVER SHEET

EASEMENT AGREEMENT

Grantor [Seller]: David Dwight Rickering & Leslie Anti Pickering

Grantee [Buyer]: King County

Grantee [Buyer]: King County
Legal Description: A portion of Government Let 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#: 072406-9033-0

EXCISE TAX NOT REQUIRED

001271

THE PROPERTY OF THE PROPERTY O

After Recording Return To:

Kinglownly-Resource Lands Dens June
110-Third Ave. Suct 350.

Seattle, WA 9804

EASEMENT AGREEMENT

DAVID DWIGHT PICKERING and LESUIE ANN PICKERING ("Grantors"), and KING COUNTY, applitude subdivision of the State of Washington ("Grantee"), agree as follows:

1. 📝 Easément

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 & East, W.M., further described on Exhibit No. 1.

TAX PARCEL NO.: 072406-9033-01

- 1.2 Grantors grant to Grantes 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 copyey 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. TÖWNSHIP 24 NORTH. RANGE 6 EAST. W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHERN PACIFIC RIGHT-OF-WAY LYING IT 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.

Exhibit 24 SSDP2016-00414 001272

THE PARTY OF THE

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 DWIGHT WEKERING

Dated: 1-14-17

LESLIE ANN PICKERING

GRANTEE:

KING COUNTY

_

By: Reco Destamated

Its Discerta, Dept. of Natural Resource

Dated: 34/97

Exhibit 24 SSDP2016-00414 001273

COUNTY OF KING

On this day personally appeared before me DAVID EWIGHT 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 purposed therein mentioned.

GIVEN under my hand and official seal this 14 day of ANNAMY 1999

OFFICIAL SEAL

DARYL A DEUTSCH

May Miss - Rang Manager

Print Name APPLA DEVICE
NOTARY PUBLIC in and for the State of
Washington, residing at Public LEVITY
My commission expires: 3 Holos

STATE OF WASHINGTON

COUNTY-OF KING

9

Ō

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 scoled said instrument as a free and voluntary act and deed for the uses and purposed therein mentioned.

GIVEN under my harid and official scal this 197 day of JAMMY 1999.

OFFICIAL SEAL

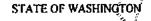
DARFYL A. DEUTSCH

Billoy Phills - State of Keshbeytun

Ur Commission Egines 1-10-01

Print Draine A AAY A. DEVISOR
NOTARY PUBLIC in and for the State of
Washington, residing at
My commission expires: 3/19/41

Exhibit 24 SDP2016-00414 001274



COUNTY OF KING

On this day personally appeared before me Pan Brasonnette, to me known to be the Diourio, Dept of Net Remoof King County, appointed subdivision of the State of Washington. who executed the within and foregoing instrument, and acknowledged to the 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.

under my hand, and official seal this

Print Name FLITA

NOTARY PUBLIC in and for the State

of Washington residing at <u>Bellevue WA</u>

My commission expires Aug 17, 200/

001275

A portion of Government Jot 2, section 7, township 24 north, range 6 east, W. M., in King County, Washington, described as follows:

Beginning at the east quarter comer of said section 7; theree south 0° 10° cast 74.40 feet; thence north 79° 51° west 490 feet; thence north 68°30 * west 177.4 feet; thence north 54°45 * west 169.59 feet to the fron 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°45' west 78.58 feet, to the intersection with the westerly edge of an 8" concrete block bulkhead. therice north 36 28 155" east along said westerly edge of bulkfield 31.62 feet; thence continuing north 36°28 ' 55" east along a projection of said wesferly edge of the bulkhead 47.56 feet to the centerline of Northern Pacific Railway right of way: thence north 58° 39 '05" west along a chord of said centerline 22.37 feet thence north 17°54' east 135.49 feet more or less to the southerly margin of the Redmond-Issaguali 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 102351 west 224.01 feet more or less, to the true point of beginning: EXCEPT roads: TOGETHER With all shorelands of the second class adjoining.

> Exhibit 24 SSDP2016-00414 001276



072406@939

0724069108.

After Recording Return To
LEETA BAGAN
DEPLY PROSECUTING ATTORNEY
C. PROSECUTORS DEFICE
PRO K.C. ADHIN, BUDS.
500 FORETH AVE
SEATTLE SUR 95104

RECEIVED ADMIN BLDG 9th FLR

SEP 1 3 2000

NORM MALENG PROSECUTING ATTORNEY CIVIL DIVISION

EASÉMENT 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 0724069040 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

13 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, Grantor's shall continue to have the right to use the existing vehicular crossing over the right of way at M.P. 14+2367. Monohan, WA.

Exhibit 24 SSDP2016-00414 001279 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

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 Grantees, its employees, and its agents' sole negligence

GRANTORS

HOWARD F BUCK
Dated 7-14-00

<u>Colice VV.Duck</u> COILEEN M_eBUCK

GRÁNTE

Dated

KING COUNTY

By Property Services N. Dated Sept. 13, 2000

STATE OF WASHINGTON)

COUNTY OF KING

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 full day of lugues 200

Print Name Aland Memorite
NOTARY PUBLIC in and for the State of

Washington, residing at Bulli rac.

My commission expires 4-20-6

STATE OF WASHINGTON)	
gi gi)	S
COUNTY OF KING)	

On this day personally appeared before me COLLEEN M BUCK to me known to be the igdividual 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 purposed therein mentioned

hand and official seal this Halday of Huge of

Print Name NOTARY PUBLIC in and for the State of Washington, residing at 12000 per

My commission expires 4-20-01

STATE OF WASHINGTON

COUNTY OF KING

On this day personally appeared before me David Preugschaf, 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

Print Name NOTARY PUBLIC in and for the State of Washington residing at

Sea tac

My commission expires

11-15-2000

DESCRIPTION (PARCEL A)

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 comer of said Section,
Thence along the East line of said Section South 0°10' East 74 4 feet.
Thence North 68°30' West 182 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 pape 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 109
35' East from the true point of beginning.

Thence South 10° 35' West to the TRUE POINT OF BEGINNING.

TOGETHER WITH all upland and shore and 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 feetin width

SUBJECT TO easements in favor of King County and the Burlington Northern and Santa Fe Railway Company

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 2 in King County, Washington, described as follows

Beginning at the East 'A quarter corner of said Section.

Thence along the East line of said Section South 0°10' East 74 4 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 \$4° 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 tine 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 shoredands of the second class in front thereof lying between the side lines of said tract extended Southofly.

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

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 4 quarter corner of said Section, Thence along the East line of said Section South 04 10' East 74 4 feet, Thence North 79 51 West 490 feet, Thence North 689 30' West 132,60 feet to the TRUE POINT OF BEĞINNINĞ,

THENCE North 68° 30" West 44 85 feet,

Theree North \$40 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 10035 East 228 71 feet, more or less, to the Southerly time of the Issaquah-Redmond Road, Thence Southeasterly along said road line to a point which is North 190

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 wight

SUBJECT TO easements in favor of King Northern and Santa Fe Railway Company SUBJECT TO easements in favor of King County and the Burlington

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 Pageels A. B and C lying between parallel lines drawn 15 leet Northeasterly and 10 teet 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

PARCEL A

Westerly 44 86 feet of that portion of Government Lot 2, Section 7, Township 24 North. Range 6 East, W M sin King County, Washington, described as follows

Beginning at the East quarter comer of said Section, Thence along the East line of said Section South 0°10' East 74.4 fect.

Thence North 79° 51' West 490 feet,

Thence North 68° 30' West 132 60 feet to the TRUE POINT OF BECTINNING.

THENCE North 68° 30' west 44 85 feet,

THENCE North 68° 30' west 44 85 feet,
Thence North 54° 45' West 171 65 feet to an fron pige marking the Easterly boundary of the John Rudström 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 of loss, 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 beguining,

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

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 \$5 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 109 35. East 228/71 feet, more of less, to the Southerly line of the Issaquah-Redmond Road,

Thence Southeasterly along said road line to a point which is North 10°35 Cast from the true point of beginning,

Thence South 109 35' West to the TRUE POINT OF BEGINNING."

LOGETHER 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

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 A quarter corner of said Section,
Thence along the East line of said Section South 0 of 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 Lasterly 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 106 35 East from the true point of beginning.

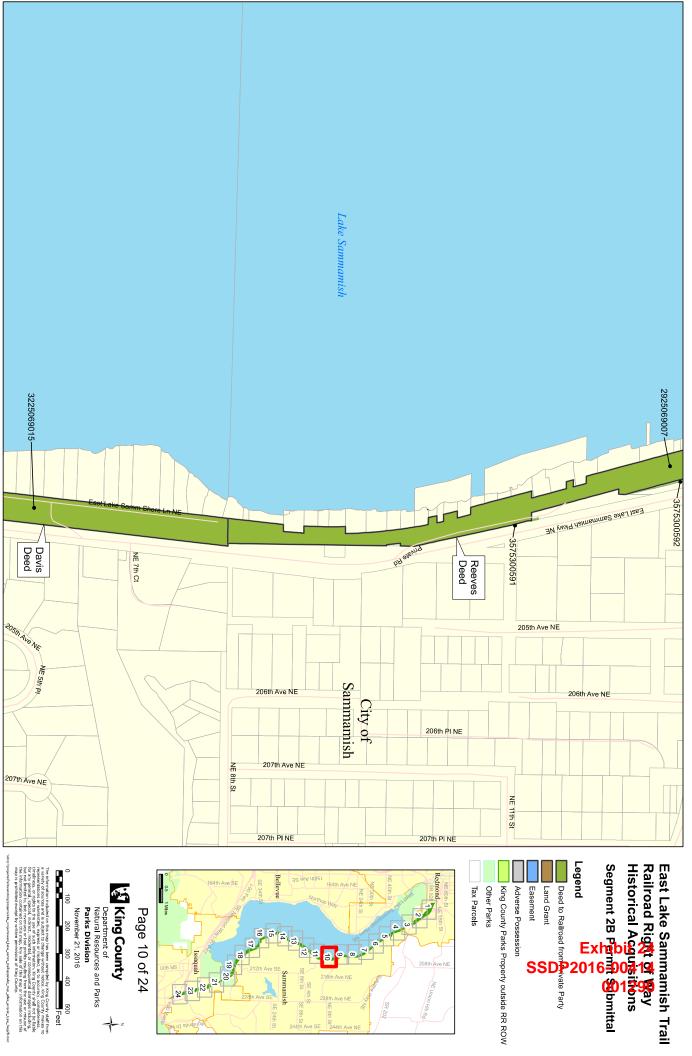
Thence South 10% 35' West to the TRUE POINT OF BEGINNING.

FOGETHER WITH all upland and shorelands of the second class in front thereof lying between the side fines of said tract extended Southerly,

SUBJECT TO an easement for road purposes 8 feet in width

EXHIBIT 25











King County Parks Property outside RR ROW



Department of
Natural Resources and Parks
Parks Division
November 21, 2016
00 200 300 400 500





East Lake Sammamish Trail Railroad Right of Way Historical Acquisitions Segment 2B Permit Sybmittal Extended Extended Sybmittal

King County Parks Property outside RR ROW



Department of Natural Resources and Parks Parks Division Feet



King County Parks Property outside RR ROW



King County Parks Property outside RR ROW 19 20 21 21 22 22 22 24 24



East Lake Sammamish Trail Railroad Right of Way Historical Acquisitions Segment 2B Period Sabmittal x 10 Legend E 20

22 22 22 22 24





East Lake Sammamish Trail Railroad Right of Way Historical Acquisitions Segment 2B Permit Sybmittal Extended Extended Sybmittal

King County Parks Property outside RR ROW





East Lake Sammamish Trail Railroad Right of Way Historical Acquisitions Segment 2B Period Sabmittal x 10 Legend E 20

King County Parks Property outside RR ROW





East Lake Sammamish Trail Railroad Right of Way Historical Acquisitions Segment 2B Period Sabmittal x 10 Legend E 20

egend

Deed to Railroad from Avvate Party

and Grant

S

S King County Parks Property outside RR ROW



Page 19 of 24

King County

Department of Natural Resources and Parks Parks Division November 21, 2016 200 300 Feet

EXHIBIT 26



WHEN RECORDED RETURN TO KING COUNTY OPEN SPACE 201 SOUTH JACKSON STREET #600 SEATTLE, WASHINGTON 98104

E1908409

08/08/2002 11:25

KING COUNTY, WA
TAX \$10,413.00
SALE \$105,000.00

PAGE 001 OF 003



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

CHICAGO TITLE INS CO REF#\$679\$\$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 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, BLOCK6, VOL 3 PG 169 TGW PTN VAC ST ADJ.

PARCEL E: A PORTION OF LOTS 11-167, BLOCK 6, VOL 3 PG 169 TGW 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".

TAX PARCELS:

APPROVED BY KING COUNTY

357530 0591 357530 0592 357530 0460 357530 0365 357530 0260 357530 0340

Daryl Grigsby

SEE ATTACHED SIGNATURE PAGE

2002 090 6000899

Land Base

DAVID BARK

Diane Bank

DIANE BARK

CLAUDIA BARK

JOHN LENTZ SCHALLER

JENSEN FAMILY TRUST

JOHN L. SCHALLER, TRUSTEE

NTO	

DAVID BARK

DIANE BARK

CLAUDIA BARK

JOHN LENTZ SCHALLER

JENSEN FAMILY TRUST

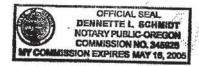
JOHN L. SCHALLER, TRUSTEE

	STATE OF WASHINGTON Newdo ss COUNTY OF Clar
f	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
í	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
ij	0
	DATED: Quoist 30 2002
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	B 1 18 B 4
ij.	Carocara C. Dimiele
1	NOTARY SIGNATURE
	BOBBOON & BELLVETT
	PRINTED NAME. BRECHARA E BENNETT
	NOTARY PUBLIC IN AND FOR THE STATE OF WACHINGTON DEV ADA
	RESIDING AT 530 OVE B. B.C. No.
	MY APPOINTMENT EXPIRES Month 15 2005
	BARBARA E BENNETT Notary Public, State of Nevada
	T POMBLE COS PAPALITUDENT NO OZ OZORA A
	STATE OF WASHINGTON SS My Appt. Ex. res Mar 15, 2005
	COUNTY OF CONK
	ON THIS 30th DAY OF QUICKET , 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
	Borbera E. Bromtt
	NOTARY SIGNATURE
	BOOBSON & REALISM
Ų	PRINTED NAME: BREARE. BENNETT
	NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON NEWSON
	MY COMMISSION EXPIRES ON MONEY 15,2002
	MI COMMISSION ENFIRED ON THAT IN SECOND
	BARBARA E BENNTTI
	Notary Public, State of Neverla
	Appointment No C. 0'Cult-1
	STATE OF WASHINGTON SS
	COUNTY OF
	ON THIS , 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
	NOTARI DIGNATURE
	PRINTED NAME.
	NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
	RESIDING AT
	MY COMMISSION EXPIRES ON

Exhibit 24 NOTAR SSDR 201 6-00414 001305

STATE OF WA	SHINGTON	SS
COUNTY OF		_
ON THIS	D111 00	SERVE ADDRESS OF THE MINISTER
UNDERSIGNED, COMMISSIONED	AND SWORN, PERSONA	, 20 BEFORE ME, THE AND FOR THE STATE OF WASHINGTON, DULY LLY APPEARED DAVID BARK KNOWN TO ME TO IN AND WHO EXECUTED THE WITHIN
INSTRUMENT A	ND ACKNOWLEDGED THA	T HE SIGNED AND SEALED THE WITHIN T HE SIGNED AND SEALED THE SAME AS HIS , FOR THE USES AND PURPOSES HEREIN
MENTIONED.		
NOTARY SIGNA	TURE	1 1/2.
	11 .11° m	/ / 'N
PRINTED NAME	1/1 18/ K	
NOTARY PUBLIC	C IN AND FOR THE ST	ATE OF WASHINGTON
RESIDING AT	1 1 1 1 1 1 1	
MY COMMISSION	N EXPIRES ON	<u></u> .
		IM A
STATE OF WAR		ss
	Sane	£ / N / / _
on this <u>28</u>	DAY OF QU	ugust 2002 BEFORE ME, THE
UNDERSIGNED,	A NOTARY PUBLIC IN	AND FOR THE STATE OF WASHINGTON, DULY
COMMISSIONED	AND SWORN, PERSONAL	LLY APPEARED CLAUDIA BARK KNOWN TO ME TO
BE THE INDIV	IDUAL(S) DESCRIBED :	IN AND WHO EXECUTED THE WITHIN
INSTRUMENT A	ND ACKNOWLEDGED THAT	T SHE SIGNED AND SEALED THE SAME AS HER
MENTIONED.	INTARY ACT AND DEED	, FOR THE USES AND PURPOSES HEREIN
MENTIONED.		
(\cap)	00.	
Denna	tte L. Schr	nidt
NOTARY SIGNAT	TURE	
	n	
PRINTED NAME	: Dennette L. S	schmidt @
NOTARY PUBLIC	IN AND FOR THE STA	ATE OF WASHINGTON OLOGON
RESIDING AT	cuaene ok	0
MY COMMISSION	1 EXPIRES ON MOU	416,2005
		U a





4 41

	STATE OF WASHINGTON 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 PREE AND VOLUNTARY				
,	ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT,				
	NOTARY SIGNATURE				
	PRINTED NAME NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT				
	MY APPOINTMENT EXPIRES				
	STATE OF WASHINGTON SS COUNTY OF 20 BEFORE ME THE				
	DAY OF				
	MENTIONED.				
	NOTARY SIGNATURE PRINTED NAME: NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON				
RESIDING AT					
	STATE OF WASHINGTON SS				
	COUNTY OF King ON THIS 27th DAY OF A DOUBT , 2002 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.				
	PASSIGNATURE SONNIE KONTONE SONNIE K				
	PRINTED NAME: BOY O'LE KLOCKS. NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON RESIDING AT SOUTH ALL				
	MY COMMISSION EXPIRES ON 1 23.05				

Exhibit 24 NOTARY SSDP 2016-00414 001307

	<u> </u>		2.5169.73			
	STATE OF WASHINGTON	ss				
		A				
	ON THIS 27th DAY OF A WOST , 2007 BEFORE ME, THI 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 SAM						
	FREE AND VOLUNTARY ACT AND MENTIONED	DEED, FOR THE USES AND PURPOSES	HEREIN			
	MBMITONED		SINII.			
	Band Deal	- WHIE	KLOE			
	NOTARY SIGNATURE	80° still	SION			
	PRINTED NAME: BONNIE	12 loctsul				
	NOTARY PUBLIC IN AND FOR TH	E STATE OF WASHINGTON	BIN E			
	RESIDING AT SHACL MY COMMISSION EXPIRES ON 1	E STATE OF WASHINGTON	WA CHING OF T			
		23-05	111111			
a ta	STATE OF WASHINGTON	ss				
8 0 0 0 B	COUNTY OF					
200	ON THIS DAY OF	, 20_ BB	FORE ME, THE			
	UNDERSIGNED, A NOTARY PUBLIC COMMISSIONED AND SWORN, PERS	C IN AND FOR THE STATE OF WASHI SONALLY APPEARED CLAUDIA BARK K	NGTON, DULY			
න. සා	BE THE INDIVIDUAL(S) DESCRI	BED IN AND WHO EXECUTED THE WIT	CHIN			
>	FREE AND VOLUNTARY ACT AND I	THAT SHE SIGNED AND SEALED THE DEED, FOR THE USES AND PURPOSES	SAME AS HER			
700:	MENTIONED.					
,	/ / / /					
	NOTARY SIGNATURE		l f			
1						
	PRINTED NAME. NOTARY PUBLIC IN AND FOR THE	E STATE OF WASHINGTON				
	RESIDING AT MY COMMISSION EXPIRES ON	The state of the s				
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	The state of the s	111110				

Exhibit 24 SSDP2016-00414 xpagec/rlm/4-9-97 001308

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 as follows

, and is described

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:

UNDER RECORDING NUMBER 769006,

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

<u>E</u>xhibit 24 2016-00414

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.

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EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE:

KING COUNTY

PURPOSE:

RECORDED:

TEMPORARY CONSTRUCTION EASEMENT

AREA AFFECTED

PORTION OF SAID PREMISES ADJOINING E. LAKE SAMMAMISH

PARKWAY N.E

RECORDING NUMBER:

NOVEMBER 23, 1993 9311231438

EASEMENT AND THE TERMS AND CONDITIONS THEREOF.

GRANTEE

PUGET SOUND POWER & LIGHT COMPANY

ELECTRIC TRANSMISSION AND/OR

PURPOSE

DISTRIBUTION SYSTEM

AREA AFFECTED:

PORTION OF SAID PREMISES

ADJOINING E. LAKE SAMMAMISH

PARKWAY N.E.

RECORDED.

RECORDING NUMBER:

DECEMBER 1, 1994 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. RECORDING NUMBER. JUNE 2, 1999 9906021961

EASEMENT AND THE TERMS AND CONDITIONS THEREOF

PURPOSE

UTILITIES

AREA AFFECTED.

PORTIONS OF PARCELS D AND E; AND

OTHER PROPERTY

RECORDED: RECORDING NUMBER:

OCTOBER 28, 1999 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

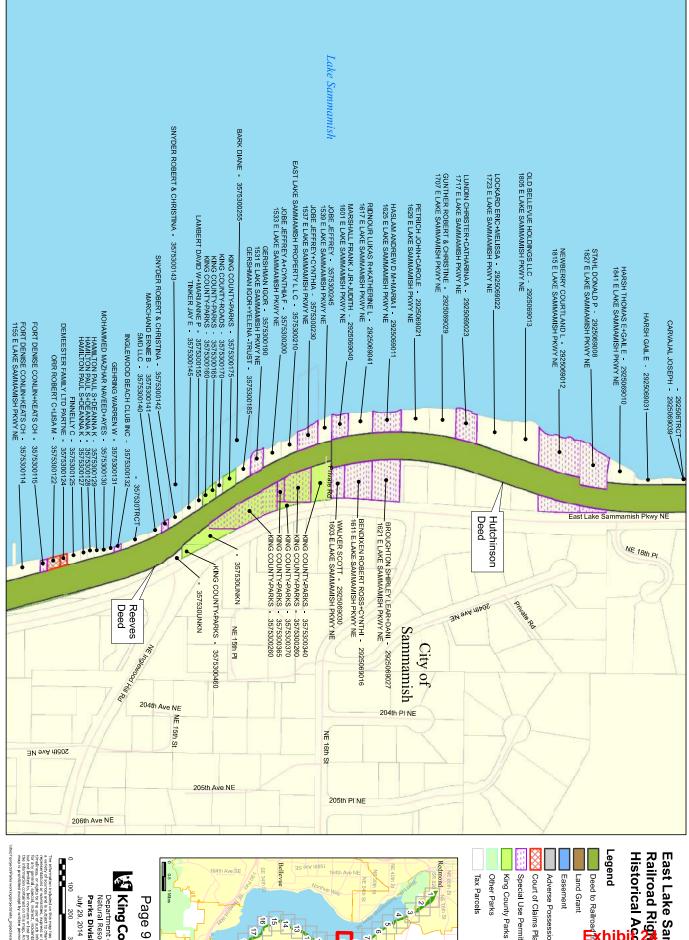
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EXHIBIT/RDA/0999

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EXHIBIT 27



Historical Acquisitions Railroad Right of Way **East Lake Sammamish Trail**

Deed to Railroad pm Private Party

Land Grant

Easement

Adverse Possession

Court of Claims Plaint

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Court of Claims Plaint

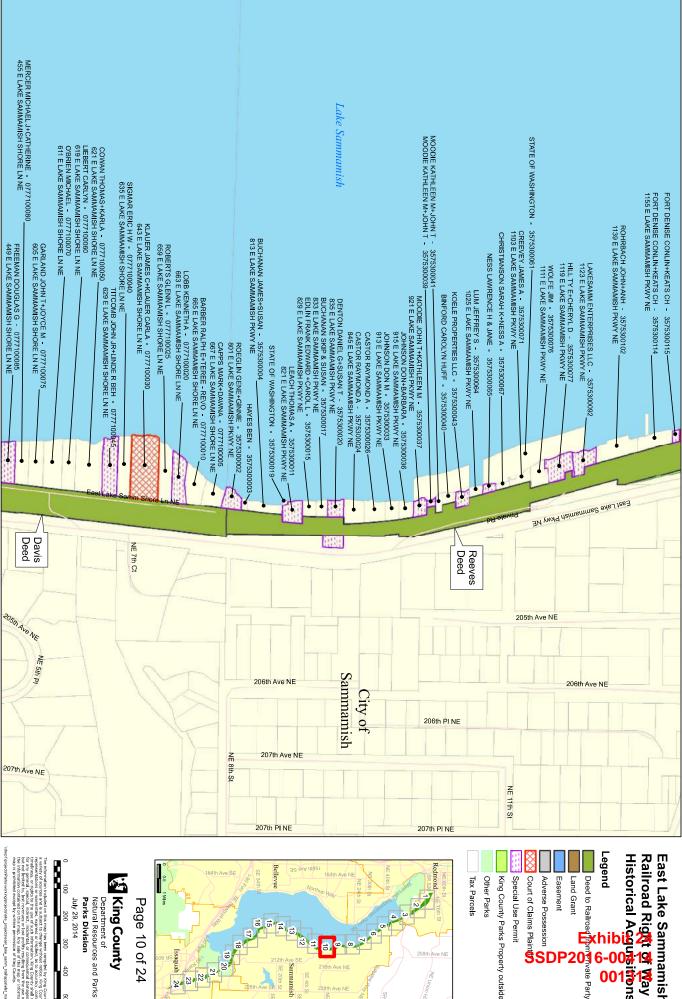
King County Parks Property outside RR ROW

Tax Parcels



Page 9 of 24

King County Department of
Natural Resources and Parks
Parks Division July 29, 2014 Feet



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Land Grant

Easement

Adverse Possession

Court of Claims Plaint

Court of Claims Special Use Permit

King County Parks Property outside RR ROW

Tax Parcels

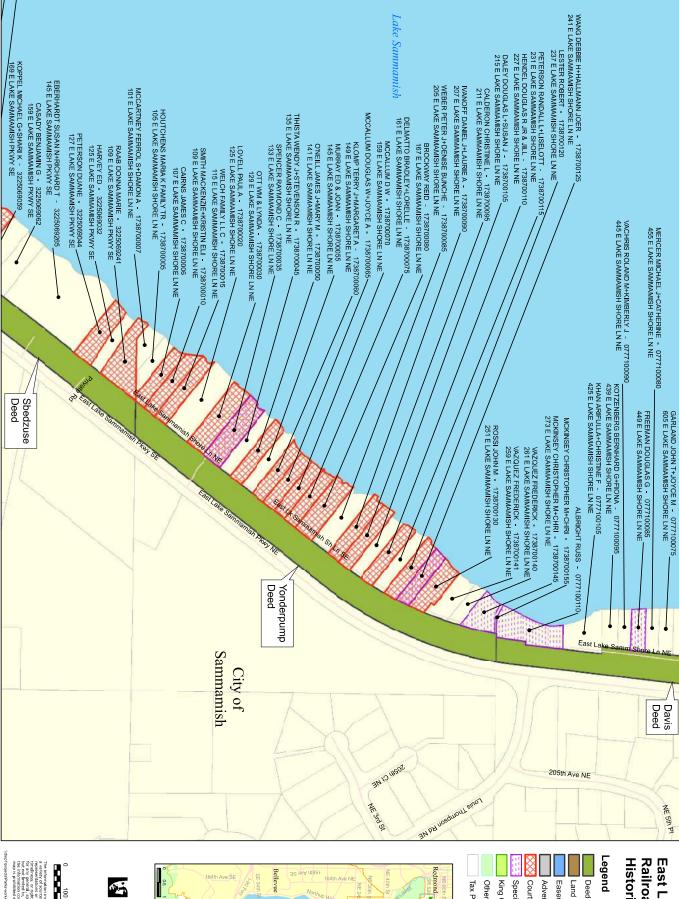


Page 10 of 24

King County Natural Resources and Parks

Parks Division Department of

July 29, 2014 Feet



East Lake Sammamish Trail Railroad Right of Way Historical Aggustitons

Deed to Railroad Provate Party

Land Grant

Easement

Adverse Possession

Court of Claims Plaint

Special Use Permit

King County Parks Property outside RR ROW

Other Parks

Tax Parcels



Page 11 of 24

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Parks Division

July 29, 2014

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King County Natural Resources and Parks

Parks Division July 29, 2014 Department of Feet



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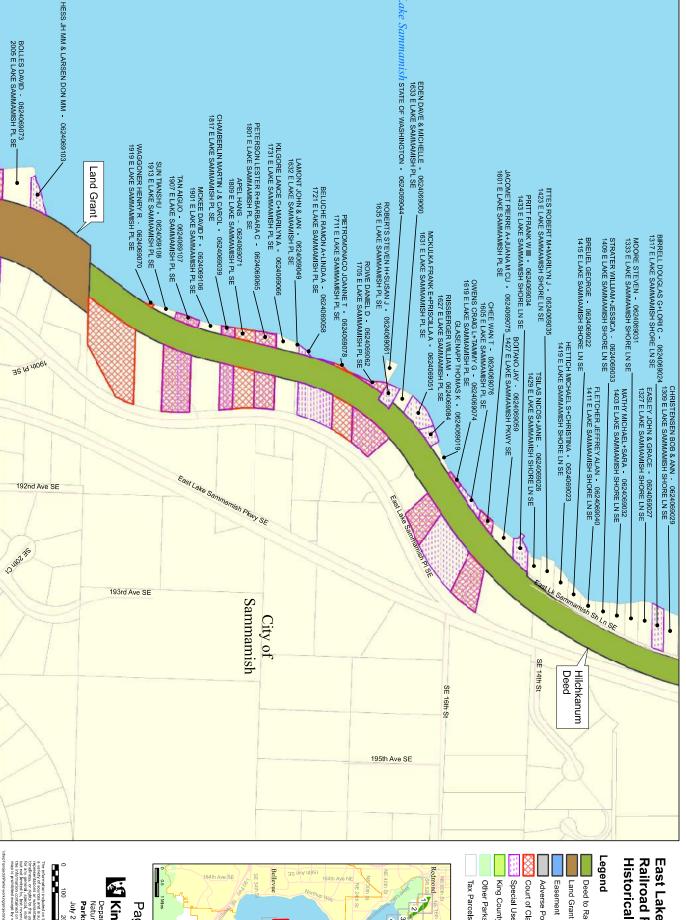
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King County Natural Resources and Parks

Parks Division July 29, 2014 Department of Feet



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King County Natural Resources and Parks

Parks Division July 29, 2014 Department of Feet



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King County Department of
Natural Resources and Parks
Parks Division July 29, 2014 Feet



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Other Parks Tax Parcels

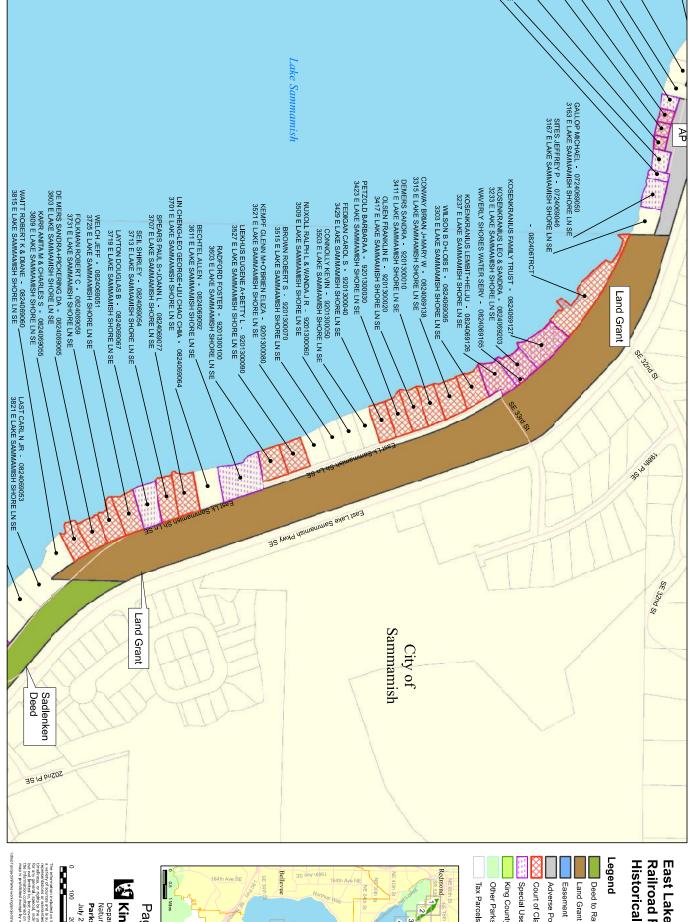
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Special Use Permit

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Other Parks



Page 17 of 24

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Parks Division

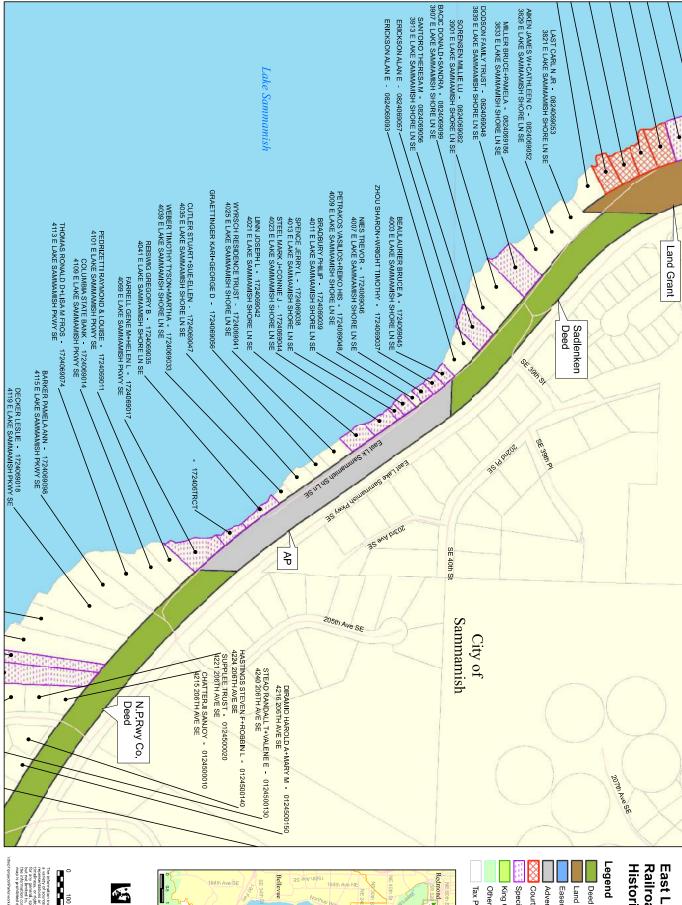
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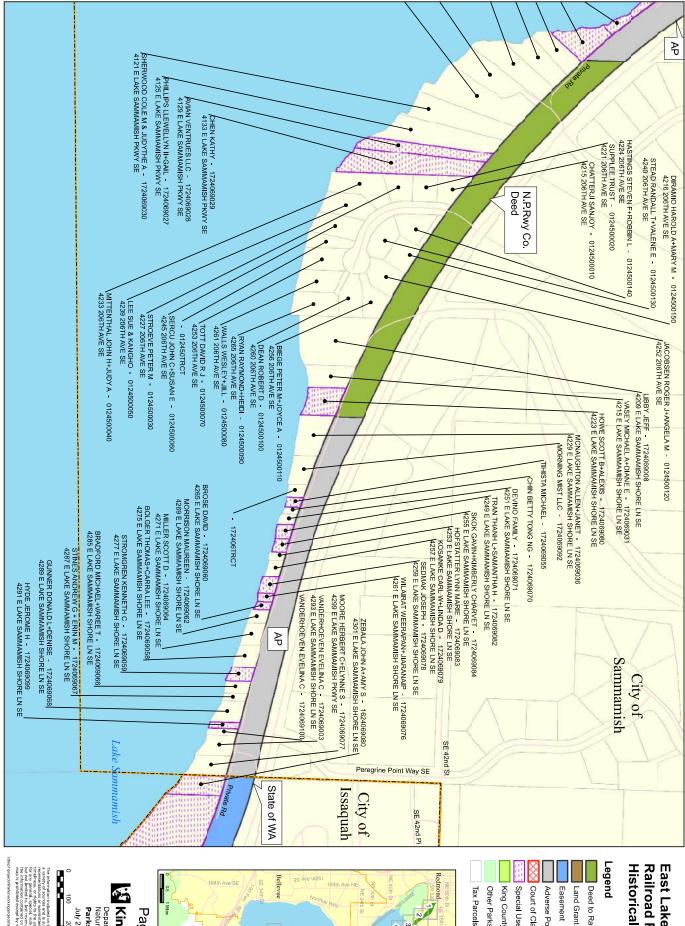
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King County Natural Resources and Parks
Parks Division July 29, 2014 Department of Feet



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King County Parks Property outside RR ROW Other Parks

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Page 19 of 24

King County Department of

Natural Resources and Parks
Parks Division July 29, 2014

Feet

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 Company 18000 International Blvd, Suite 500 SeaTac. WA 98188 Agent ID: 470047

President and CEO

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.

Matt Morris

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. (Issaguah-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

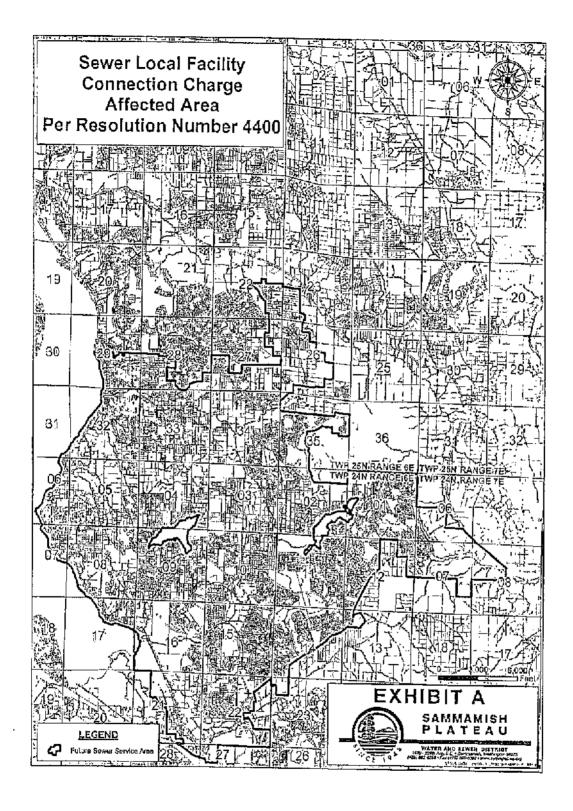


NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR SEWER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	NONE		
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 - 228th Avenue SE Sammamish, WA 98075		
Grantec(s):	The Public		
Legal Descrip	tion: Section, Township North, Range East Additional legal description is on page(s) of document in the form of a map.		
l'ax Parcel ID	·		
Notice is here	by 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 SB Sammamish, WA 98075

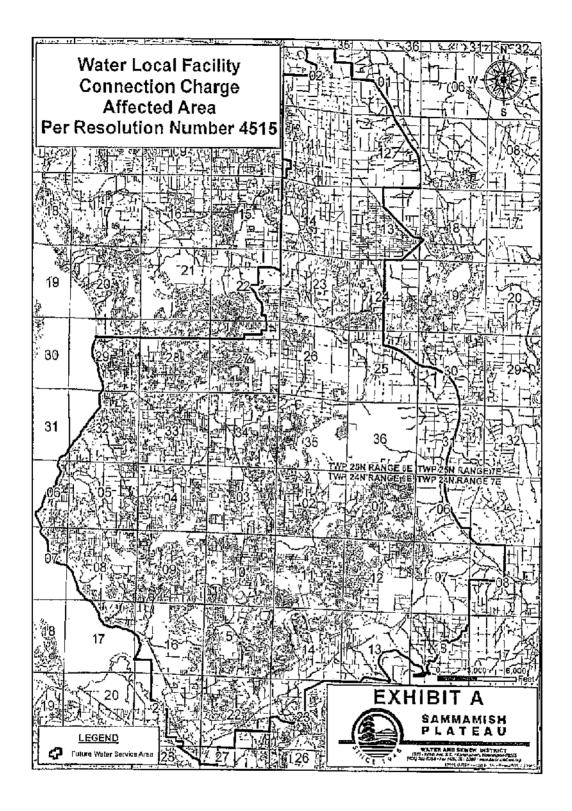
20150824000615

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 – 228 th Avenue SE Sammamish, WA 98075		
Grantee(s):	The Public		
Legal Descript	tion: Section, Township North, Range East Additional legal description is on page(s) of document in the form of a map.		
Tax Parcel ID:			
Notice is here	by given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sew		

Notice is hereby given pursuant to RCW 65.08 that the Sammanish 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

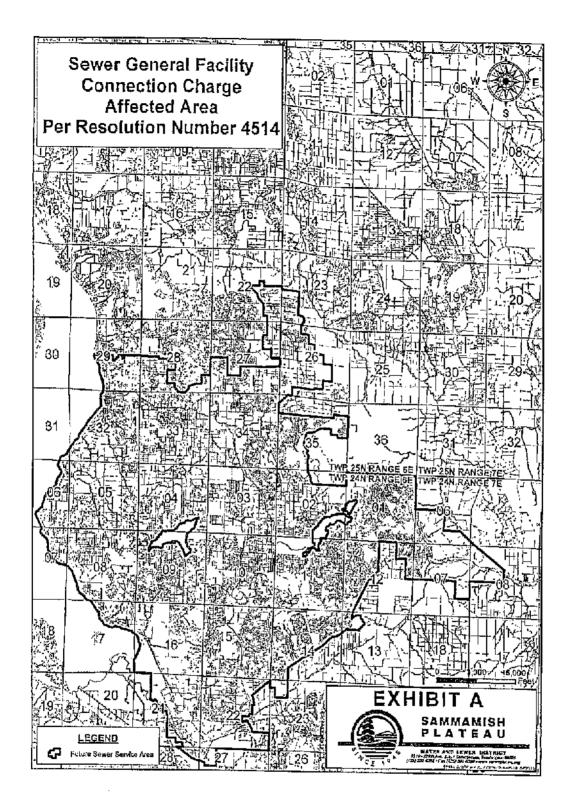
"A" attached hereto.



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 Descrip	ion: Section, Additional legs of a map.	Township North, Range East all description is on page(s) _2 _ of document in the form	
Tax Parcel ID:			
District Board	of Commissioners on	RCW 65.08 that the Sammamish Plateau Water and Sewer July 20, 2015 approved Sewer General Facility Connection on Number 4514 affecting the property indicated on Exhibit	

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 Sammanish, WA 98075

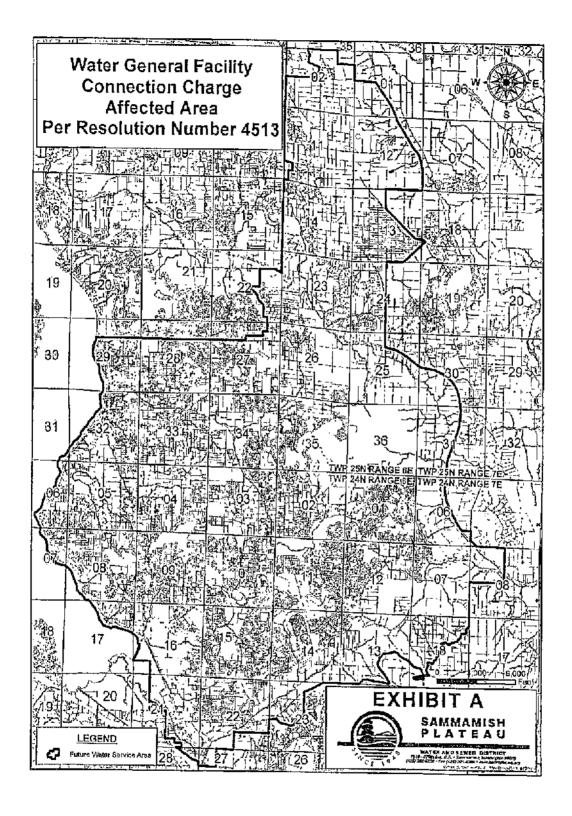


NOTICE OF ADOPTION OF CONNECTION CHARGE WATER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	NON.	E		
Grantor(s);	Sammamish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammamish, WA 98075			
Grantee(s):	The Public			
Legal Descrip	tion:	Section, Township North, Range East Additional legal description is on page(s) of document in the form of a map.		
Tax Parcel ID:	:	<u> </u>		
District Board	of Cor.	on pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer amissioners on July 20, 2015 approved Water General Facility Connection of Pecchanium Number 4512 - 60 distribution of Pecchanium		

rges 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.



LUTCHINSON AYER

AGENTS.

SAMMAMISH

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DESCRIPTION

Inglewood, Machington, Territory, reagins all of Lote 5 x 4 uncl. S.E. & of Section 25 T 20 N II. & E. & Hold Fing County Missington throthey, The inclinal Laint is the Such Bast Corner of said Section 29. T.26. N.R. 6.E. W.M.

All Streets, Avenues and Lets ure as chown, wi plat.

DEBICATION.

Theor all Mest by these en that we T Paul Highwood ad Alice M. Hutchinson his wife nd John L. Ayer and Emelme S. Ayer, his wife, and C. Ingline Tagoin (minuscial) afters liffer Tagain (minurial) officers utfact info of the above dissortions that the kereby deficient this had and de hereby dedicate to the and de hereby dedicate to the use of the public hereby if the streets plutted thereon.

If these our largets and call this this 25% day of this II.D. 1988.

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by John L. Alges her Mittorney in fine? Chagene thagain (e)

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Acknowlectginents.

Territory of Washington County of Hing Trus is

to certify that on the 234 day of July H. T. 1889, before me, a Notary Public in and for Whiteingtone Territory, duty cope missioned and surern, personally appeared I Huit Headinesen for appeared Libral Hadriceon for rumorf and an electromey in fact, for his wife, filter for himsoff and we Wondey is fract for his wife beneficed to flyor, and Oragone Classiff for funcif down, to ma known to be the individuals toscriped in facil who excepted this indrombet and actinomicined that they eigend and moded the bane is their free and retailing act and dood weet respectively we have free and when respectively a straight deed of the paid Illiand. Historium and the said Imsternation for the raid Imsternation for the raid Imsternation of the said dicrein mentioned.

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H. Willio Cor Notary Public



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lot 18 blk 4, Eusnavista add No2d to the os recdd in the aud ofo of kew in vol 205 of m pg 587 on bot 3 1924, togeth with the debt thby secured iww the sd corp has caused these pts to be sgd byits

PRES AND SECY and the corp sl of ad corp to be hunto affixed The Bank of California, N.A. Trustee of Jessie corp sl B Isted heir, legatee and devises of

WT Isted, deed, testate by J C Glass, asst mgr

kew Feb 80 1934 by J G Glass, asst mgr of ad corp -- corp form -bef E I Wellberg, n p for wn res at s n s Jul 4 1957 fld by E Miller, 4011 W Mass st city

D Jul 17 1937 Cot 7 1931 \$1950 Boren Plough and Hannah Plough but hus andwir to Bert W Yeoman fp ogindwar to sp foldin kow

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beg at a pt 683 ft so and 20 ft west of the me cor of lot 3 dec 11 two 23 n r 4 e w m; th west 587.65 ft; th so 5 deg 51'45" wast 267.37 ft; th sely 135.02 ft al the east bdry 11 of the right of may of co road; th so 79 deg 16' sast 290.70 ft; th no 358.10 ft. to the pob cig 2.89 acres m or J. Spren Plough

Hannah Plough Kow Oct 7 1931 by Soren Plough and Hannah Plough hus andwf bei Joseph Metsen n p for wn res at an sJan 21 1933 gid by ap route 11 box 215 city

Tax & Jul:17 1937 Jul 9 1987. No No 11875 Ralph B Stacy as tress of kow

Whas, at a pub sale ofre state hold Jan 16 1957 pursuant to a re est tax judgt entd in the supr of of the k o on Jan 5 1957 in podes to fol tax liess upon re est add an order of sale duly to E Twigg. leausd sat by sd court sp duly purchased in compliance with the laws of the st of wh the folg re est

lat 74 blk 22; lot 25 blk 30 Lake Forest Park 3rd add k.o w;

and that ad sp has complied with the laws of the st of mi

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necess to entitle him to a deed for edge est;

now, therefore, ip co treas of kow, theoreside of the prediction of the statutes of the are of the statutes of the are of the in such sesses involved, do hey grant and oy to sp h and a, the sd recess thinber des, sub, to any and all special and least asstance thereon

Relph S Stacy oo treas

thereon by Theo. Christy dept. co treas seal

fld by Earle Twigs, 17744, 28th avo: NR

(FOR)

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EXHIBIT A

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

Jensen Family Trust,

RHEA BARK, Trustee of the

Plaintiff,

KING COUNTY, a Washington municipal corporation, and John Doe Property Owners 1-5,

Defendants.

RO. 94-2-14451-1

STIPULATED JUDGMENT AND DECREE QUIETING TITLE

(Clerk's Action Required)

before the court, Plaintiff Jensen Family Trust having appeared by its attorney Larry Setchell of Larry Setchell, 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 *aid attorney having previously agreed to the entry of Findings of Fact and Conclusions of Law, and also agreeing to entry of this Degree and Judgment, and the court being fully advised in the premises; NOW, THEREFORE,

IT IS EEREBY ORDERED, ADJUDGED, AND DECREED that judgment be entered establishing Plaintiff's title to those portions of Ash Street (renumbered N.E. 15th Street) and Depot Street, as more fully shown and described in Exhibit "A", attached hereto and

Stipulated Judgment and Decree Quisting Title -1-

CC TO CLIENT 10/5/95

ELERRY SETCHELI 12 P.O. Bohishi 24 SSDB 2016500

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pto Legal description

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25 26 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 /1 day of April, 1995.

CHARLES V. JOHNSON

Presented by:

LARRY SETCEELL, P.S.

Larry Setchell, WSBA #4659, Attorney for Plaintiff

Approved as to Form and Entry; Notice of Presentation Waived; Consent to Final Mearing:

NORM MALENG, King County Prosecuting Attorney, Civil Division

Вy Dennis C. McMahon,

WSBA #15838, Senior Deputy

Prosecuting Attornay,

Attorney for Defendant King County

Stipulated Judgment and Decree Quieting Title -2-

LARRY SETTINE SSDP2046-004140 206/297 0333

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EXHIBIT A to Stipulated Judgment and Decree Quieting Title

All that portion of Government Lot 3, Section 29, Township 25, Range 5 Bast, W.M., including that portion of Ash Street (N.B. 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 INCORPORATERECO F 540.55

BYLAWS RECFEE 2.05

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 Trustoes. 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 threemonth 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 TrusteesSDP2016-00414 shall deem necessary.

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- 2.5) Voting

 Bach 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 SSDP 2016-00414
 President may direct.

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- 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 Assessmento Bach 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.

Exhibit 24 SSDP2016-00414 001356

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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 I (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 sall 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 heach 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.

Exhibit 24 SSDP2016-00414 001357 -

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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 Maeting attended in the last 5 years if the members dues have been paid.

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.

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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.

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Shares shall not be awarded for prior years dues payments once disbursament 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.

Exhibit 24 SSDP2016-00414

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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 (Daniel M. Nelson
Vice-Presiden	Bruce M. Evans
Treasurer	Production Paula S. Niecestro
Secretary	Man Gordon Nan Gordon
Trustee	Any MacAulay Amy MacAulay
e of Washington	, County of King

Signed or attested before me on this 15^{+11} day of 1990 by the Board of Trustees of the Inglewood Beach Club, Incorporated.

HOTORY BE Kinkedy Jo Barnet

Notary Public in and for the State of Washington King County

whitess Plo Box 753

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Exhibit 24 SSDP2016-00414 001359

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	King County Properly Services Division We re-lives to Purcell New York No. 1925
	ACREMENT TO RECONSTRUCT DELYEWAYS
	THIS ACREBATION made this 174K day of 141V C. M. 31: 12 1993, by and bounces
	RAFA ITAIR TRUSTEE JUNSON FAMILY TRUST
	hereinafter called the GRANTOR, and King County, Washington, hereinstite called the GRANTER.
	WITNOSSETTI:
9211231438	WITHREAS, the GRANTOR represents and vertices that he is the owner (sensed, mortgaget) of their certain parcel of land described as follows:
	Those portlarny of Loss 1 through 20; 18 through 21; and, 23 through 22, in block 6 of Inglowood as per plot recorded in Volume 2 of Plats, Page 159, Records of Klay County, 191:3 Norther story of the Portlarn Partie Railread Company (Burthagton Northern, Inc.) right of way, and Southwesterly of the Israquali-Reduced Revision Reed No. 2 (Bust Lake Sammanila) Parkway Nanheast); ALSO known as Northeast Inglewood Unit Road Right of Way. Sharle In the County of King, State of Washington.
	WHEREAS, the GRANTEE is about to perform certain improvement work on RAST LAKE SAMMAMISH PARKWAY NORTHEAST.
	NOW, THEREPORE, in consideration of the presides, the GRANTOR healthy grants to the CIRANTEE by this agreement, the right to because symbology and to work on the following described lead for the purpose of coupling on said construction soft-files consistent with the purposes of the project:
	A strip of sand 30 feet in width over the above described parcel of fand lying Westerly of and adjacent to the Westerly fine of issaurals Readment Revision flood No. 2 (Bast Lake Samman' sh Farkway Newtheart) lying between Bugineer's Studien 393-820, and Englacer's Studien 393-830, as surveyed by King County Survey No. 16-24-6-10).
	ALL as and on the himshed Battlely "A."
	This agreement shall remain to existence outli such time as ORANTRE will have fully carried out the original construction accessive to complete the project.
	By WITNESS WHIREOU, the seid CRANTOR(S) has here become algorit the day and year first obeing written.
	file Back marter

STATE OF WASHINGTON

COUNTY OF KING

On this day personally appropried before the Rocal Box 16

Olven under my hand and official scal the day and year last above written

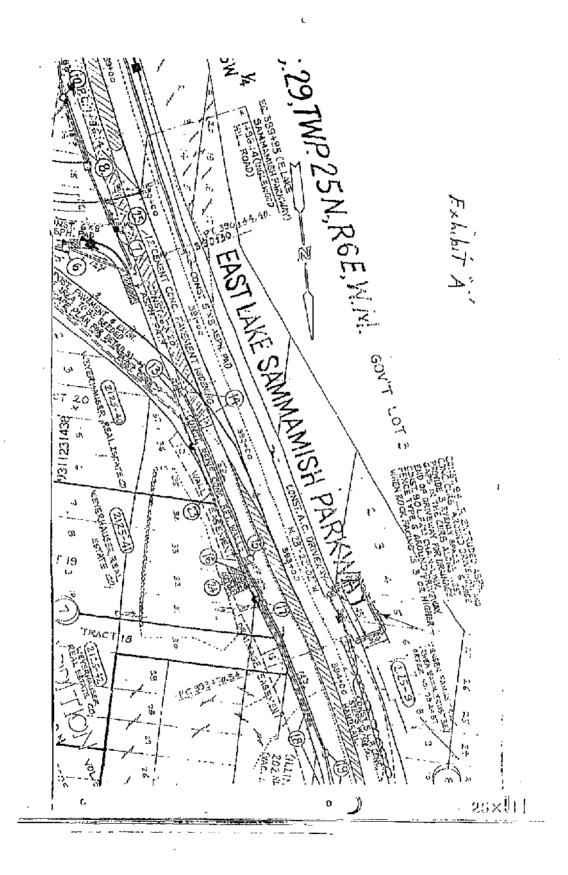
NOTARY PUBLIC to and for the State of Washington,

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CRANTOR

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12/01/1994

PUGET POMEN

"""" REOURES-Hing Co. Records Division-

EASEMENT

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For and is consideration of One Dotler (\$1.00) and other valuable consideration, the receipt of which is hereby abknowledged, JENSEN FAMILY TRUBT, by RHEA BARK, TRUSTEE ("Gracter" herein), hereby conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantso" herein), for the purposes here had be set (orth, a perpetual essentent over, under, along, across and through the following described real property (the "Property" herein) in KING COUNTY, Weshington.

> 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 MARCIN OF EAST LAKE SAMMAMISH PARKYMY NE., IN KING COUNTY WASHINGTON, LESS COUNTY ROADS AND LESS BURLINGTON NORTHERN RAILWAY RIGHT OF WAY; TOGETHER WITH THAT PORTION OF 202ND AVE. 45 (FORMERLY ILLINOIS AVE.) AS INDICATED ON THE PLAT OF ENGLEWOOD, VOLUME 3 OF PLATS PAGE 189, RECORDS DEKING COUNTY, WASHINGTON, WHICH UPON VACATION WILL REVERT TO THE POLLOWING DESCRIBED ABUTTING PREMISES BY OPERATION OF LAW.

Except as may be otherwise set forth herein Granice's rights shall be exercised upon that portion of the Property (the "Eastment Ares" herdin) described as follows:

(The "Eastment Ares" herdin) described as follows:

(Alight of Way Get-in width having Got-of-each width-on-acch-olds of-a-centerline described as follows:

> A STRIP OF LAND 15 FEET IN WIGHT LYING WITHIN THE ABOVE DESCRIBED PROPERTY. BEING PARALLEL WITH AND ADJOINING THE WEST MARGIN OF SAID EAST LAKE SAMUANION PARKOVAY NE.

 Purpose. Granteo aftell kisva the right to construct operate, maintain, repair, replace, improve, remove,
unlarge and use one or more electric transmission and/or distribution systems over and/or under the Economiat
Area, together with all necessary or convenient appurtonances traceto, which may include but are not finited to the following:

a. Overhead facilities. Poins and/or towns with prosessing, braces, glys and attohors; electric transmission and distribution lines; fiber optic cablo, communication and signal lines; transformers, b. Underground facilities. Underground conduits, cablos, yealts, manholos, switches and transformers; semi-buried or ground mounted facilities such as pads, transformers and switches; fiber optic cablo, communication and signal that 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.

- Access. Groules shall have the right of access to the Essement Area over and across the Property to
 enable Grandos to exercise its rights herounder. Grantos shell repelt or rescenably compensate Grantor for any
 demage to the Property, including damage to reads, crops, colveways and fances caused by the exercise of such
- 3. Essement Area Clearing and Maintenance. Granics shall have the right to cut, remove and dispose of any and all tirush, trees and other vegetation presently existing upon the Essement Arcs. Granton shall a so have the right to control, on a continuing basis and by any protein and reasonable means, the establishment and growth of both, bees and other vegetation upon the Essement Arcs, which could, in the opinion of Grantes, interfers with the exercise of Grantoe's rights herein or create a heard to Grantee's systems.
- 4. Trees Outside Envernent Area, Grantoe shall have the right in cut, trian, remove and dispets of any 4. Trees footised entire Property Outside the Essement Area which could, in Grenze's cole lydgment, interior with or create a hezard to Granton's systems. Granton shall, point to the axemish of such right, identify such trees and make a reasonable effort to give Granton prior notice that such trees will be out, thinmed, removed or disposed of except that Granton shall have no obligation to identify such trees or give Granton such prior notice when trues are out, trimmed, removed or attentions and prior to the control of the collections. Granton shall be entitled to no compensation for trees and, trimmed, removed or disposed of except for the solval market value of merchantolic timber (if any) cut and removed from the Property by Grantes.
- 5. Granter's Use of Essement Area. Granter reserves the right to use the Essement Area for any purpose not inconsistent with the rights betton granted, provided, that Granter shall not executed or maintain any building, structure or other object on the Essement Area, and Granter shall do no blasting within 300 test of Grantee's systems without Grantee's prior written consent.
- 8. Instaminity. Grantes egrees to indemnify Granter from and against liability incurred by Granter as a result of Grantee's regligence in the exercise of the rights bersin granted to Grantee's regligence in the exercise of the rights bersin granted to Grantee to indemnity Grantee for that portion of any such liability attributable to the negligence of Granter or the negligence of others.

780.32 6-08 Trensmission JDJ0407863-X01 258-1158120

THE RESERVE THE PROPERTY OF TH

FILED FOR RECORD AT REQUEST OF: PURGT POWER LUM, ESTATE DEPARTMENT I C. NOX 97034 LILLEVEE, WICHINGTON 96009-9784

ATTENTION: THOM DAVIS

A. S. Carrier

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Exhibit 24 SSDP2016-00414 001362

3.6 CESTANS OF RELIES KING COOPITY

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7. Abandonment. The rights herein granted shall continue until auch time az Grankee coases to use the Easement Area for a ported of five (5) successive years, in which event this easement shall terretize and all rights hereunder shall revert to Grantor, provided, that no abandonment shall be doesned to have occurred by reason of Granton's fallows in filled by first if its systems on the Easement Area within any period of time from the date hereof.

8. Successors and Assigns. Grantes shall have the right to easign, a perion or otherwise transfer any or all of its rights, benefits, privileges and detects ordeing in and under this conserent. Without limiting the generality of the to regoing, the rights and obligations of the parties shall increate the benefit of and be binding upon their respective successors and easigns.

Doted this 21 5' day of November _10*_94*.

GRANTOR

STATE OF WASHINGTON) 68 COUNTY OF

On this 21st day of 100 Enrice 18 90 before me, a Notary Public in and for the State of Washington, City commissioned and sworin, personelly approved Rhea Bark, Trustees, for the Jennen Family Trust, who executed the within and foregoing institutes, and exhausted the valid instrument to be their fine and voluntary and and clood as Trustees, for the uses with publicates there is mentioned.

Witness my head and official scatthe devalution of the commission of the provinces.

ond for the Blate of Washington,

9412010277

94281-027

1 2 1 Table 1 1 1 1 2 2 2

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

Granter [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#: <u>357530-0591</u>, <u>357530-0592</u>, <u>357530-0460</u>, <u>357530-0365</u>, <u>357530-0260</u>, <u>357530-0340</u>, and <u>357530-0370</u>.

Project [Area]: Lake Wilderness Trail Conversion.

The Grantor, <u>King County</u>, 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 incensistent 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 cutdoor 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 79A25.100 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 2 day of ATEL 2006

Deed of Right to Use Land for Pul	olic Recreation Purposes
STATE OF WASHINGTON) SS.	
COUNTY OF KING)	
known to be the <u>Division Director</u> County, and that he/she executed the sealed the same as the free and volumes aid instrument and that the seal affin	of Water and Land Resources Division of King foregoing deed and acknowledged to me that he signed and attary act and on eath stated that he was authorized to execut and is the seal of said King County, Washington.
WILLYESS my name and official seal	the day and year in this certificate first above written.
HOTARY	Neic T DE GOOJEL Printed Name
0811c	Notary Public in and for the State of Washington, residing In King County.
Washing.	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 Basterly 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 Sammanish Parkway Northeast, as vacated in King County Superior Court Cause Number 91-2-20302-6;

PARCELD:

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 Fast Lake Sammarnish Parkway Northeast (Issaquah-Redmond Road Rev. No. 2;

EXCEPT that portion lying Westerly of the Easterly matgin 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 (Northcast 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 Basterly 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 Company 18000 International Blvd, Suite 500 SeaTac, WA 98188 Agent ID: 470047 stewart title guaranty company



Matt Morris President and CEO

> 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

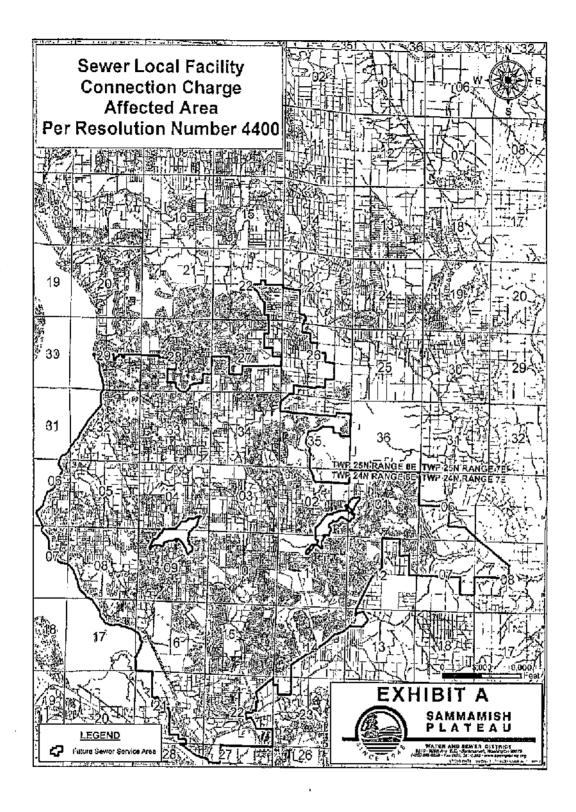


NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR SEWER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	NONE	
Grantor(s);	Sammamish Plateau Water and Sewer District 1510 – 228 th Avenue SE Sammamish, WA 98075	
Grantec(s):	The Public	
Legal Descript	tion:	Section, Township North, Range East Additional legal description is on page(s) 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

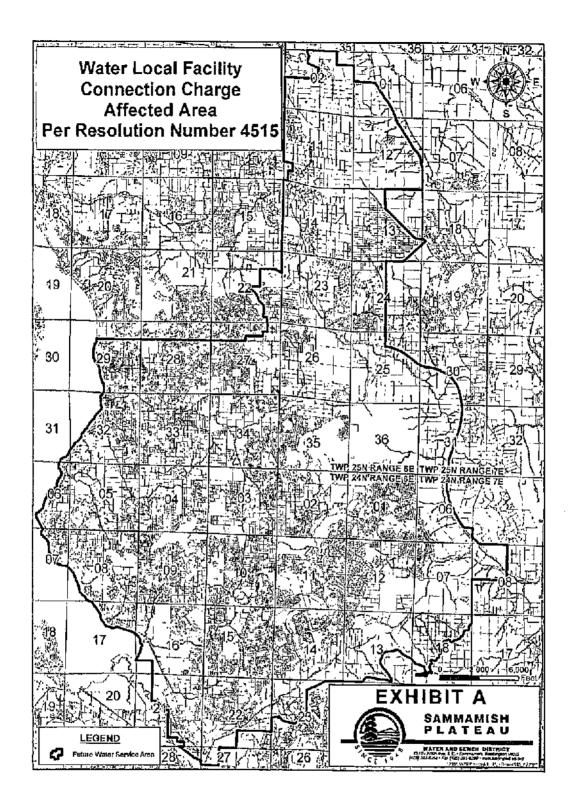


NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR WATER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	NONE	3
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) of document in the form of a map.
Tax Parcel ID:	:	
Nesion in hors	lan alaa	DOW 65 CO. A. A. C

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.



Sammanish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammanish, WA 98075

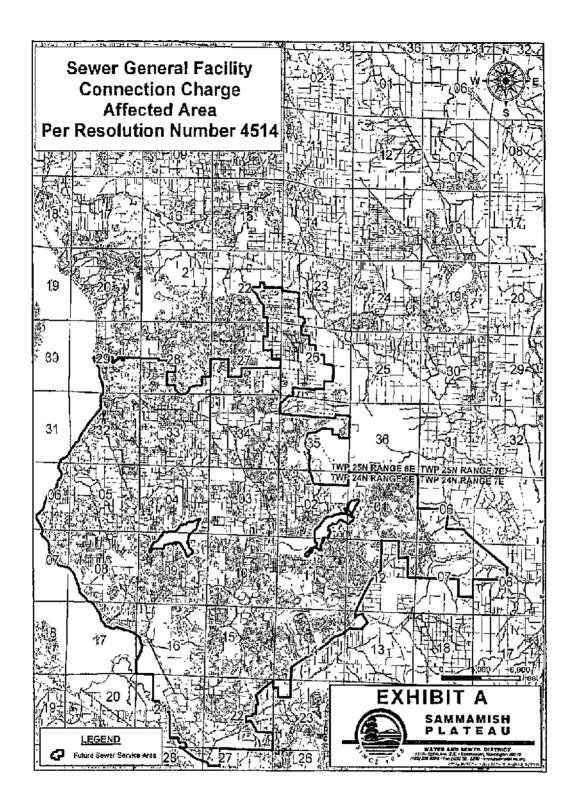


NOTICE OF ADOPTION OF CONNECTION CHARGE SEWER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	: NÓN	E .
Grantor(s):	1510-	amish Plateau Water and Sewer District - 228 th Avenue SE amish, WA 98075
Grantee(s):	The Public	
Legal Descrip	tion:	Section, Township North, Range East Additional legal description is on page(s) of document in the form of a map.
l'ax Parcel ID	;	
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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

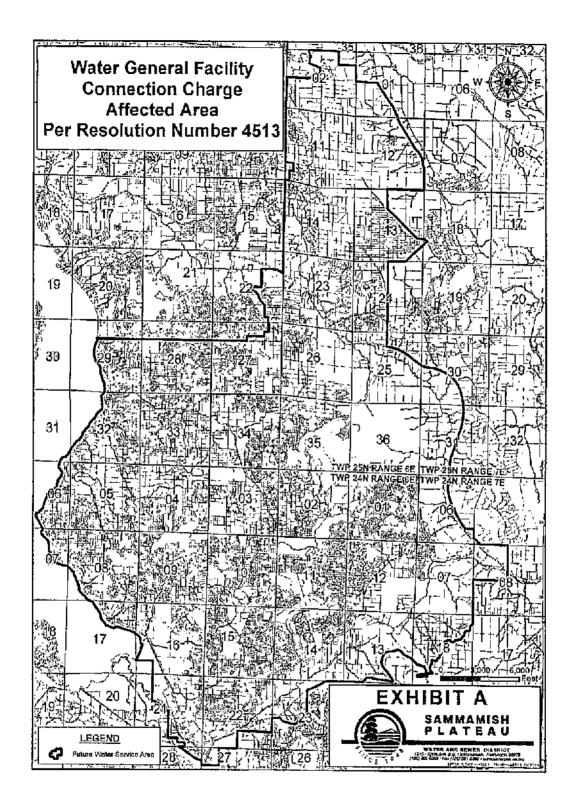


NOTICE OF ADOPTION OF CONNECTION CHARGE WATER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	: NON	E
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammamish, WA 98075	
Grantee(s):	The Public	
Legal Descrip	tion:	Section, Township North, Range East Additional legal description is on page(s) of document in the form of a map.
Tax Parcel ID	:	
		on pursuant to RCW 65,08 that the Sammannish Plateau Water and Sower

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.



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DESCRIPTION

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Arthory. The instact Fract is the
South Fast Corner of said Section.
20. F.85. N. R. G. E. H.M.

All Streets, Avenues and Lots ere as chorne, on plat.

DEDICATION.

Door all-Mest by these pre voj thuit wa T. Paul Historian ad Alice M. Hutchinson, plo wife nd Som I Hyer and Indian Affor his rife, and C. Begins Tagin (aunumia) vänera ülfe imple of the above described das de hereby elegare this national de herrole curpus crows that and de herrole public forçule la structure of the public forçule la structure platitud freeven.

Withour our hunde and water that 25° day of this A.D. (889).

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John L. Lycr

Water

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SAMMAMISH

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Texritory of Hashington County of Hing

This is to certify that on the 25th day of July II.D. 1889, before me a Notary Public in and for Mach-ugton Herictory, daly sept missioned and swarn personally appeared I Pant Habelinson for appeared I Plant Hateriseon for himself and as alternacy in facts for his rife, ellies M. Haterinoon, and John f. Hyper for himself and 'go Attendey is fact for his rife finstend I. Ager, and Chagens (laspie) for fimeelf done, to me knowly to be the cuclividuals, de-scriped in land who executed their instrument and actionstateet that they signed and sealed the that may somet mu, secusal une same is their free and releasing well used dood and respectively us the free and valuations act, and deed of the said Alticoth. Historiemore and the said thursay. A. Hyer for the uses and purposes derroin mentioned.

Oliver under my hand and offe cive scot this estday of July A.D.1889.

H. Willis Corr Nothery Public

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description 001383

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thev-torm-8055956 (Van 6 37-18p-16t 17 blk 6 1666 Co road, Inglescod; lot 24 blk 6 troops R/W to N P Ry, Inglescod, kon --sp-shim-sp --sp ble ba-- (Tree at

Salph G Stacy County Treasurer by Theo. Christy Deputy wh by 88

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Exhibit 24 SSDP2016-00414 001384

SE Jul 17 1937 Feb 20 1934 The Bank of California N.A. Seittle, a natal bing corp und the laws of the US of A av Serttle, wh kow trustee of Jessie B Isted, sole heir and devises of WT Isted, dead to Elizabeth Miller Mann of a fp rel sat and disch mtg dtd Sept 1 1924 md by sp to dialis T Tated also known as W ? Isted, now deed, testate, tap f \$600 a d ist, on the fall in kow: lot 12 blk 4. Emenavista add No2g to the os readd in the aud ofe of kew in vol 305 of m pg 587 on Get 3 1924, togeth with the debt thby secured the sd corp has caused these pts to be sgd byits PRES AND SECY and the corp al of ad corp to be bunto affixed The Bank of California, N.A. Trustee of Jessie corp sl B Isted heir, legates and devises of WT Isted, deed, testate by J C Glass, asst mgr kow Feb 20 1934 by J C Glass, asst mgr of ad corp -- corp form -bef R 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 Cot 7 1931 \$1950 Soren Plough and Hannah Plough kuf hus andwi to Bert W Yeoman fp cyandwar to sp fdldin kow beg at a pt 683 ft so and 20 ft west of the ne cor of lot 3 sec 11 two 23 n r 4 e w m; th west 587.65 ft; th so 5 deg 51 45 west 267.37 ft; th sely 135.02 ft al the sest 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 cig 2.89 acres m or 1 Spren Plough Hannah Flough kow Oat 7 1931 by Soren Plough and Hannah Plough hus andwif bef-Joseph Matsen n p for wn res at a n sJan 21 1953 gld by sp route 11 box 215 oity USAME AS' Tai 4 Jul: 17 1937 Jul 9 1987. No No 11875 Ralph a Stacy as treas of kow to E Twigg whes, at a pub sale ofre state hold Jan 16 1937 pursuant to a ra est tex judge entd in the supr of of the k o on Jan 5 1957 in podge to fol tex liens upon re out and an order of the duly issued mak by ac court sy duly purchased in compliance with the lat 74 blk 48; 16t 25 blk 30 Lake Forest Perk 3rd add k.o w; and that sd sp has complied with the laws of the st of m necess to entitle him to a deed for salars est;

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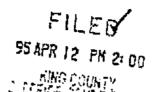


EXHIBIT A

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

RHEA BARK, Trustee of the Jensen Family Trust,

Plaintiff,

NO. 94-2-14451-1

STIPULATED SUDGMENT AND DECREE QUIETING TITLE

(Clerk's Action Regulred)

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 Setchell, P.S.; Defendant King County being represented by Norm Maleng, Prosecuting Attorney, through Dennie 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 -i-

CC, TO CLIENT

LARRY SETCHELL P PExhibit 2 SSDP2015-004 001386

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portion Description

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incomporated 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 12 day of April, 1995.

CHARLES V. JOHNSON

Consent to Final Rearing:

NORM MALENG, King County

Prosecuting Attorney,

Approved as to Form and Entry;

Notice of Presentation Walved;

Presented by:

LARRY SETCHELL, P.S.

Setchell, WSBA 14659,

Attorney for Plaintiff

Вy

Civil Division

Dennis C. McHahon, WSBA #15838, Senior Deputy Prosecuting Attorney,

Attorney for Defendant King

County

Stipulated Judgment and Decree Quieting Title -21995 13:28

ATTYS INFO

NO. 488B P. 10/23 206 622 2911 P.094

1.1

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.B. 16th Street) and Depot Street, lying easterly of the Burlington Morthern 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 Bast Lake Sammamish Parkway Northeast.

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INGLEWOOD BEACH CLUB INCORPORATERECO F BYLAWS

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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.

Households baving 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 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.
- The term of office of the Trustees of the Corporation shall be for twelve months, October I to September 30. A threemonth training period shall precede the term of office, July 1 to September 30.
- 2.4) Meetings The Board of Trustses 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 Trustee SSDP2016-00414 shall deem necessary. 001389

- 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 maeting 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.
- 2.0) 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 SSDP2016-00414
 President may direct.

001390

It shall be the duty of the Sacretary 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

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

- 4.2) Liability for Assessments Bach 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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Exhibit 24 SSDP2016-00414 001391

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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 dommon 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

5.011

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 distursement 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.

Exhibit 24 SSDP2016-00414 001392

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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.

.2.2)

Award one share for each Annual Meeting attended in the last S 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.

5.2.71

Shares shall not be awarded for prior years dues payments once disbursament 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.

Exhibit 24 SSDP2016-00414 001393

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JOS161178

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 Daniel M. Nelson

Vice-President Bruce M. Evans

Treasurer

၀/ယာ Faula S. Niecestro

Amy MacAuley

Secretary

Trustee

Nan Gordon

State of Washington, County of King

15 th day of Signed or attested before me on this $\frac{\sqrt{3}}{6}$ by the Board of Trustees of the 1990 Inglawood Beach Club,

Incorporated.



Notary Public in and for the State of Washington

King County

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Exhibit 24 SSDP2016-00414 001394

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"""ISE TAX NO" REQUIRED- - King Bor Records Division-

EASEMENT

For end 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 ("Granton" herein), hereby conveys and warrants to PUGET SCUND POWER & LIGHT COMPANY, a Washington corporation ("Granjee" herein), for the purposes harelnoker set forth, a perpetual easement over, under, slong, across and through the following described real property (the "Froperty" herein) in KING COUNTY, Washington.

> LOTS \$ TO 20 (NOLUSIVE), BLOCK 6, AND LOTS \$6 TO 40 (MCLUSIVE), BLOCK 7, INGLEWCOD ADJITION, ACCORDING TO THE PLAT RECORDED PLYOLUME 3 OF PLATS. PAGE 160, IN KING COUNTY WASHINGTON, LYING WESTERLY OF THE WEST MARGIN OF EAST LAKE SAMMANISH PARKYYAY NE., IN KING COUNTY PYASHINGTON, LEGS 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 MIGLEWOOD, VICLUIAE 3 OF PLATERAGE 169, RECORDS OF KING COUNTY, WASHINGTON, WHICH UPONVACATION WILL REVERT TO THE FOLLOWING DESCRIBED ABOTTING 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 _____rect_of_cuck_width_on_noch_wide_of_g-regioning

> A STRIP OF LAND 15 FEET IN WIGHTLYING WITHIN THE ASCYS SERCRIBES PROPERTY. BEING PARALLEL WITH AND ADJOINING THE WEST MARGIN OF SAID EAST LAKE BAMMAHISTI PARKIMAY ME.

1. Purpose. Grantes shall have the right to construct, apprais, maintain, repair, replace, improve, termove, onlarge and use one or more electric transmission and/or distribution systems over end/or under the Eusanaunt Avec, 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 crossatine, braces, guys and enchors; electric

transmission and distribution lines; fiber cable, communication and signs: these transformers.

b. Underground facilities. Underground bondules, onlikes, verills, manholes, switches and transformers; somit-butted or ground mounted facilities such as pads, transformers and switches; fiber outle cable, communication and signs: fiber outle cable.

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. Grantou shall have the right of access to the Essement Area over and across the Property to anable Grantes to exactly its rights hereunder. Grantes shall repair or reasonably components Granter for any damage to reads, crops, of verways and lances caused by the coards of such
- 3. Essement Area Clearing and Maintenance. Grades shall have the right to cut, remove and dispose of any and all brush, trees and off or vegetation presently existing upon the Essement Area. Grantous shall also leave the right to control, on a continuing casts and by any prudent and reasonable means, the establishment and growth of bush, trees and other vegetation upon the Essement Area which could, in the opinion of Grantous, interfero with the exercise of Grantee's rights hardle or create a hazard to Grantee's systems.
- 4. Trons Outside Exament Area. Granten shall have the right to cut, tilm, remove and dispose of any trons located on the -troperty outside the Essement Area which could, in Gierslee's sole judgment, initiations will or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such troes and make a reasonable stort to give Grantee prior notice that such trees will be cut, informed, compared or disposed of except that Grantee shall have no obligation to Mentify such trees or give Creator such prior hollow whan trees are cut, informed, removed or disposed of in respecte to emergency conditions). Granter shall be entitled to no compensation for trees cut, tilmmed, removed or disposed of except for the actual market value of merch antoble timber (if any) out and removed from the Property by Grantes.
- 6. Granter's Use of Essement Ares. Granter reserves the right to use the Essement Ares for any pulpose not inconsistent with the rights herein granted, provided, that Grenter shall not construct or maintain any building, situature or other object on the Essement Ares, and Granter shall do no blasting within 300 feet of Granter's systems without Granton's prior written consunt.
- Indemnity, Granton agrees to indemnity Crantor from and against liability incurred by Grantor as a result of Granton's negligence in the exercise of the rights harding prented to Granton, but nothing herein shall require Granton to Indemnity Grantor for that portion of any such liability attributable to the negligence of Grantor or

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FILED FOR RECORD AT REQUEST OF: PUMET POWER TANK ESTATE DEPARTMENT HOLDOX 97034 ELECTIVES, WASHINGTON 95009-9784 ATTENTION: THOM HAVIS

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After Recording Return To: Rodgers Deutsch & Turner 3 Lake Bellevue Drive, #100 Bellevue, WA 98005

COVER SHEET

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. Joba, Co-Trustees of the Jobe

Revocable Trust

2 Mark J. Jobe and Stephanie A. Jobe, husband and wife

LEGAL DESCRIPTION:

THE SOUTH O 50 FEET OF THE NORTHEAST QUARTER AND THE NORTH 50 50 FEET OF THE SOUTHFAST/QUARTER OF

MD TO TO THE ASS. SECTION 29. TOWNSHIP 25 NORTH, BANGE 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)

3.78

After recording return to: Larry Setchell P.O. Box 21846 Scattle, WA 98111-3846

ACCESS EASEMENT, OPTION TO ACQUIRE UTILITIES EASEMENT, AND ROADWAY MAINTENANCE AGREEMENT

In partial settlement of the case entitled Joseph II. Jobe and Shirley A. Jobe. Co-Trustees of the Jobe Revocable Trust, dated June 3, 1998 and Mark J. Jobe and Stephanic 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:

1. Access Easement. [IFT conveys and grants a per manent, non-exclasive appurtunant easement for ingress and opross over, across and upon a portion of vacated N.E. 18th Street (hereinafter "Access Easement") legally described in Exhibit A for ingress and agress to the following properties owned by Jobe, Lots 21 and 22, and Lots 11-17, Block 5. Inglewood Addition Plat recorded in fee ownership or July 23, 1889, Volume 3, page 169, records of King County. Washington and to any other lets in Block 5. Inglewood 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. Pullities Easement. [FT 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 adiacent to the paved Roadway Improvements for \$7,500.00 to service jobn Proporties. All costs of utility installation and maintenance shall be paid by Jobe. Jobe agrees to indemnify, defend and hold harmless FT against all costs or claims relating to the installation, use or maintenance of utilities.

The parties acknowledge that a sewer line serving Grantoe's Property and other property, presently crosses Grantor's Property. Granter, by executing this agreement, hereby conveys of record to Grantee a perpetual non-exclusive appurtment easement to maintain the sewer line easement in its existing location.

The option to acquire the utilities easument shall be exercised as follows:

Exhibit 24 SSDP2016-00414 001398

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[a] Jobe shall provide JPT 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) IFT 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 HT.
- 3. <u>Roadway Maintenance.</u> Jobe has constructed concrete surfaced roadway improvements within the Access Easement ("Roadway Improvements") under a permit from King County.
- Improvements to provide ingress and egress for up to two single family residences on property presently owned by JFT which is logally described in Exhibit B and to any property acquired in the future by JFT in Inglewood Addition Plat, recorded in fee ewnership on July 23, 1889. Volume 3, page 169, records of King County. Washington thereinafter "JFT Properties), and for up to two single family residences on property presently owned by John which is logally described in Exhibit C, and to any property acquired by John which is logally described in Exhibit C, and to any property acquired by John 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 ogress to JFT Properties.
- 3.3 Until JFT uses the Roadway interovements for motor vehicle access. Jobe shall indepently, 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 instincts invitoes.

- 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 Case both Jobe and JFT are using the Roadway Improvements for motor vehicle ingress and egress, the roadway maintenance shall be shared on a prorata 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 prorata basis. A homeoweers association shall be established to make maintenance decisions and to assess property owners for their prorata share of costs. If one party faits to pay his prorata 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 praintenance at its sole cost, but shall not be entitled to a lien to recover balf of the costs.

- 3.6 IFT 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 JET 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 JET 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 PT 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. <u>Railroad Gossing.</u> 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 **Exhibit 24**

SSDP2016-00414

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monetary obligation arising from the further granting to access rights by the railroad to FT. If FT uses Jobe's permitted railroad crossing for access, Jobe and IFT shall each share equally in the costs of the permit which is now \$60.00 per annum. IFT acknowledges that Jobe's agreement to allow IFT to use the crossing easement shall be construed as no more than the quit claim of a non-exclusive casement without any warranty or any other guarantees whatsoever regarding Jobe's right to do so.

5. Option to Paralase Shorelands. IFT owns the second class shorelands abutting the lots in block 5, Inglewood Addition Plat, except as conveyed to Tinker and lobe. For three years from the date of this agreement, IFT grants to Jobe the non-exclusive option to purchase the second class shorelands abutting any lot in block 5 for \$2,500 per let if Jobe acquires title to the lot. IFT 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 FT 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 39 days from the date of the notice, that Jobe would like to close the transaction, (iii) the name, address and telephone number of an escrew 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. <u>Latecomers.</u> 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 proporties 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.

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The parties agree that each shall pay its own costs of obtaining permits, developing property and of making any readway 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 readway, to upgrade the readway from its current status as a driveway serving two single-family residences only, the other party, its beits, successors or assigns, shall pay fifty percent (50%) of the cost actually incurred to construct such improvements as are required to upgrade the read, up to a total maximum contribution of Fifteen Thousand Dollars (i.e., on-half of Thirty Thousand Dollars). The party building the residence shall pay all costs of required readway improvements in excess of Thirty Thousand Dollars.

 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. Johe, Co-Trustee
	By Shirtey A. Jobe, Co-Trustee
DATED:	Mark J. John
	Stephanic A. John
DATED:	JENSEN FAMILY TRUST
DATED: // / / / / / / / 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 hoirs, 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., on-half of Thirty Thousand Dollars). The party building the residence shall pay all costs of required roadway improvements in excess of Thirty Thousand Dollars.

parties, their heirs, successors and assigns. This may be executed in counterparts.

This agreement runs with the land and ingres to the benefit of the

DATED:	JOBE REVOCABLE TRUST
	By
	By Shirley A. John, Co-Truston
DATED:	Mark J. Jobe
1	Stophanie A. Jobe
DATED: 100025,1497	JENSEN FAMILY TRUST

John Schaller, Trustee

Claudia Bark

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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 huilding 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., on-half of Thirty Thousand Dollars), improvements in excess of Thirty Thousand Dollars.

8. This agreement runs with the land and haires to the benefit of the parties, their beirs, successors and assigns. This may be executed in counterparts

DATED:	reason that may be executed in counterparts.
	JOBE REVOCABLE TRUST
	By
	losoph H. Jobs, Co-Trustee
	ο
DATED:	Shirley A. John, Co-Trusten
	Mark J. John
DATED:	Stephane A. Jobe
(5.33 (2))	JENSEN FAMILY TRUST
David Bark	By John Schaller, Trustue
Diane Bark	Claudia Bark

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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., on-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 incres to the benefit of the parties, their heirs, successors and assigns. This may be executed in counterparts.

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

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 curron 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., on-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 impres to the benefit of the parties, their heirs, successors and assigns. This may be executed in counterparts.

DATED: <u>25 June 1998</u>	JOSE REVOCABLE TRUST
	By Joseph H. John Co-Truston By Shirtey A. John Co-Truston
	Shirley A.John, Co-Trustee
DATEO:	Mark J. John
	Stephanle A. Jobs
	Stephanle A. Jóbe
DATED:	JENSEN FAMILY TRUST
	By
David Bark	By
Diano Bark	Claudia Bark

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Jabe, personally known or having p Revocable Trust, the Trust that exe instrument to be the free and volument provides and one cath stated that	resented satisti cuted the foreg itary act and de they are autho	cot
		Print Name: Netary Public in and for the State of Washington, residing at Expiration date:
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COUNTY OF KING)	
WITKESS MY HAND and	Official seas the	they and year in this certificate first above written. Print Name. Notary Public in and for the State of Weshington, rosiding at
		Expiration date.
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COUNTY OF BING CLARK] 55]	
and for the State of Washington, do to having presented satisfactory el- escential the foregoing instrument and deed of said Trust for the	ide commission vidence to be th t, and acknowle uses and purpo expect	by of Tuble 1997, before me, a Notary Public, in and sworm, came John Schuller, personally known as Trustee of the Jensen Family Trust, the Trust that dged the said instrument to be the free and voluntary ses therein mentioned, and on oath stated that they are always as and page in this certificate first above written
JACKIE C. TINDALL Many Addr Ros of Branch Assorbance Recorded to Code Code		Print Same TACKIE C. TINDALL Notary Public in and for the State of Washington, residing at ROULDER City, A Expiration date: 10-17-99

foregoing instrument, and acknowled of said Frust for the uses and purpose to assente the said document.	commissioned commissioned to be the in- iged the said insi es therein menti- ficial seal the dar	1997, before me, a Rotary Public, in and sweet, came Claudia Bark, personally known dividual described in and who exactled the free and voluntary act and dend oned, and on eath stated that they are multionized by and year in this curtificate first above written. Frint Name: Richt Day Notary Public in and for the State of the St
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baying presented satisfactory evider foregoing unstrument, and acknowle of said Trust for the uses and purpo- tioning its the said document.	ace to be the indi adged the said in ses therein ment	of
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or having presented satisfactory ovir foregoing instrument, and acknowlo of said Trust for the usos and purpose to execute the said document	dence to be the i edged the said in ses therein ment	of
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and for the State of Washington, dol having presented satisfactory eviden	ly commissioner again be the aid adged the said in ses therein ment	of New 1997, before one, a Notary Public, in d and worm, came David Bark, personally known or hydrad described in and who occurred the istrument to be the type and voluntary act and deed cloned, and on said specified they are authorized ay and years thus or iteratories above written. Prince 1997, before one, a Notary Public Specific
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and for the State of Washington, dul- having presented satisfactory evider foregoing instrument, and acknowle of said Trust for the users and purpose to execute the said document.	ly ammissioned are to be the ind edged the said in ses therein ment	of 1997, before me, a Notary Public, in I and sworm, came thane Bark, personally known or evidual described in and who executed the istrument to be the free and voluntary act and deed troped, and on oath stated that they are authorized ay and year in this certificate first above written
		Print Name. Notary Public fu and for the State of Washington, resuling at Expiration date.

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to execute the said document WITNESS MY HAND and	d official seal the c	Print Name. Netary Public in and for the State of Washington, residing at
		Expiration date:
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OUNTY OF KING] 86 }	
iasing presented satisfactory cyrd or going instrument, and acknow	ence to be the myl	of

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ACCESS EASEMENT N

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, Willamotto Meridian in King County, Washington, lying westerly of East Lake Sammamish Parkway N.E. and easterly of the Northern pacific Railroad Right of Way.

EXHIBIT A

The "Jensen Family Trust Property" includes:

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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 6 East, Willamette Meridian, in King County, Washington, lying westerly of the Northern Pacific right of way.

9906021961

The "Jobe Revocable Trust Property" includes:

Lots 13 through 17 and Lots 21 and 22 of Block 5. Plat of Juglawood, 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.

EXHIBIT C

After Recording Return To:

EASEMENT FOR UTILITIES

This EASEMENT FOR UTLITIES agreement is made with reference to the following facts:

١.	("Grantor") is the owner of the property legally
	described on Exhibit "A". (Tax Parcel No)
lere	after referenced as Grantor's Property
3.	described as follows: ("Grantee") is the owner of the property legally
	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 Grantea'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.

- 11 Granter hereby conveys and grants to Grantice a non-exclusive perpetual easement for underground utilities over, under and ecross that portion of Parcel "A" () adjacent to and/or along the paved readway, 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 readway orantee shall promptly repair any damage to the readway caused by the installation of the utility.
- 1.2 Grantor also conveys to Grantse, in conjunction with the conveyance of the utility easement, a non-exclusive perpetual easement of sufficient width to allow the installation.

Page 1 of 2

EXHIBIT D

3906021951

construction, maintenance and repair of utilities within the easement.

APPURTENANT EASEMENT. The easements granted herein shall be for the benefit of, and
appurement 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

Dated:

GRANTEE

Dated:

Dated:

STATE OF WASHINGTON

COUNTY OF KING) 55

GIVEN under my hand and official seal this _____ day of _____

Pool Name
NOTARY PUBLIC in and for the State of
Vvashingtor, residing at
My commission expires

g is posed earns and

Page 2 of 2

After Recording Return To: Rodgers Deutsch & Turner 3 Lake Bellevue Drive, #100 Bellevue, WA 98005

۴.



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.)

g wijnbe al-cover mgr

â Ŀ

AFTER RECORDING RETURN TO:

Barry Sotuliell DAPPIL A. DEUTLAN F.O.: Box 24846 THREE LAKE BELL DR. #100 Souttle, WA 98111-3846 BELLEVE WA 9805

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 Stephanis 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:

EASEMENT.

1.1 Grantor hereby conveys and grants to Grantee a non-exclusive perpetual casement 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

Page 1 of 3



12.0

Exhib 24
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PME 802 0F 805
19/28/1999 15 80*
HM 50017 14

12 99

necessary to bury some or all of the utility under the paved roadway, the ensement 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 casements 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 Co. Tructon	By Joseph H. John Co-Trustee
John Schaller, Co-Trustee Dated: August 24, 1999	Dated:
	by Shirley a Jofe Shirley A. Jobe Co-Torstee
	Mark J. Jobe, Ladividually
	Stephanic A. Jobe, Individually

Page 2 of 3



Exhibit 24
1999182888 SDP2016-00414
PMGE 683 OF 683
18/28/1999 15-87
18/28/1999 15-87
18/28/1999 15-87

Medada (R)
STATE OF WASHINGTON)
Clark (TD) 1 ss
COUNTY OF HING

I certify that I know or have satisfactory evidence that John Schaller is the person who appeared before me, and said person acknowledged that be 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 meetioned in this instrument.

GIVEN under my hand and official seal this African of Cleans 1999.

JANUE A RIVING

Print Name

Print Name

NOTARY PUBLIC in and for the State of

Construction of Control of Co

I cortify that I know or have satisfactory evidence that Joseph H. Jube and Shirby A. Jobe are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they signed the instrument and acknowledged it as a Co-Trustees of the Jobe 1975 and 1975 and the free and voluntary act and deed for the uses and purposes mentioned to be the logical property.

Print Name Sylvia & THomson

NOTARY PUBLIC in and for the State of

Washington, residing at

My commission expires 4-30-07

I certify that I know or have satisfactory evidence that Mark J. Jobe and Stophanic A. Jobe are the persons who appeared before me, and said person; acknowledged that they signed this instrument and acknowledged in the signed and voluntary act for the uses and purposes mentioned in this instrument.

Given under natural and official seal this 3th day of Aug. 1999.

Name (typed or pristed) Sylvin E. There of NOVARY PUBLIC in and for the State of Washington, residing at Selectic My appointment expires: 4-20-01

GALSERSELXSBARKYENSNPAM TRSMITHITY.KAS

Page 3 of 3



12 00

Exhibit 24 \$\$DP2016-00414 19991828881469 PACE 4804 OF 085 18/28/1999 15 67 KIND COUNTY, LLS

E4\$ 12.0

EXHIBIT "A"

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.

A UNITARIA PADO CAS

 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 Avc 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#: <u>357530-0591</u>, <u>357530-0592</u>, <u>357530-0460</u>, <u>357530-0365</u>, <u>357530-0360</u>, <u>357530-0340</u>, and <u>357530-0370</u>.

Project [Area]: Lake Wilderness Trail Conversion.

The Grantor, <u>King County</u>, for and in consideration of monies coming in whoie or in part from the Outdoor Recreation Account of the General Fund of the State of Washington and in fuffilment 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 <u>Lake Wilderness Trail</u> Project Number <u>80-052A</u> signed by the Grantor on the <u>26th</u> day of <u>March</u>, 1980 and by the Interagency Committee on the <u>11th</u> day of <u>March</u>, 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 79A25.100 teads 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.

need of grant to ose Party for Lan	one Recreation Purposes
STATE OF WASHINGTON)	
COUNTY OF KING SS.	
personally appeared <u>Mark Issaz</u> known to be the <u>Division Director</u> County, and that he/she executed the sealed the same as the free and volume	day of April 2, 2006, before me the reference the state of Washington, duly commissioned and sworn, acson to me personally of Water and Land Resources Division of King a foregoing deed and acknowledged to me that he signed and attary act and on oath stated that he was authorized to execute exed is the scal of said King County, Washington.
WITNESS my hand and official seal	the day and year in this certificate first above written.
NOTARY	Nen I DE GOOSEL Printed Name
20175	Notary Public in and for the State of Washington, residing In King County.
WASHIN	My Commission Expires: 6/33/06.

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 Basterly 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 Sammanish Parkway Northeast (Issaquah-Rodmond 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 Sammannish 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 (Issaquab-Redmond Road Rev. No. 2);

EXCEPT those portions conveyed to King County for road purposes by doeds 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 Let 2, in Section 29, Township 25 North, Range 6 East, W.M., in King County, Washington, lying West of Issaquab-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

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 Company 18000 International Blvd, Suite 500 SeaTac, WA 98188 Agent ID: 470047 stewart title guaranty company



Matt Morris President and CEO

> 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

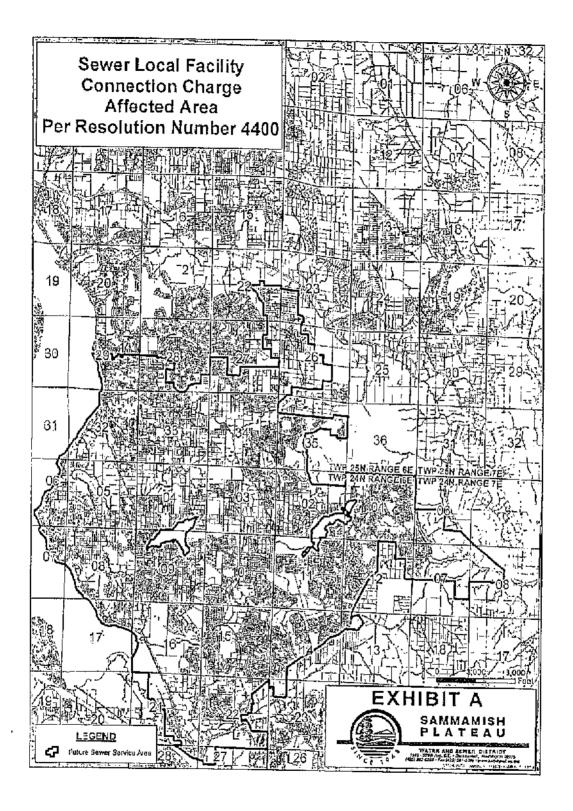


NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR SEWER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	NONE	
Granter(s):	Sammamish Plateau Water and Sewer District 1510 + 228 th Avenue SE Sammamish, WA 98075	
Grantec(s):	The Public	
Legal Descrip	ion: Section, Township North, Range East Additional legal description is on page(s)2 of document in the form of a map.	1
l'ax Parcel ID		
Notice is here	by given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sov	vet

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sower 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.



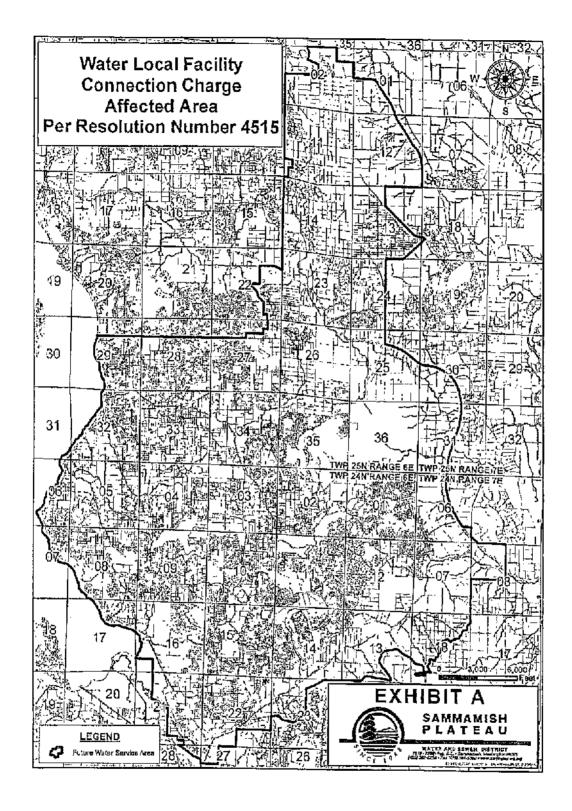
Sammamish Plateau Water and Sewer District 1510 - 228th Avenue SE Sammamish, WA 98075

NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR WATER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	NONI	3
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228 th Avenue SE Sammamish, WA 98075	
Grantee(s):	The Public	
Legal Description:		Section, Township North, Range East Additional legal description is on page(s) of document in the form of a map,
Fax 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

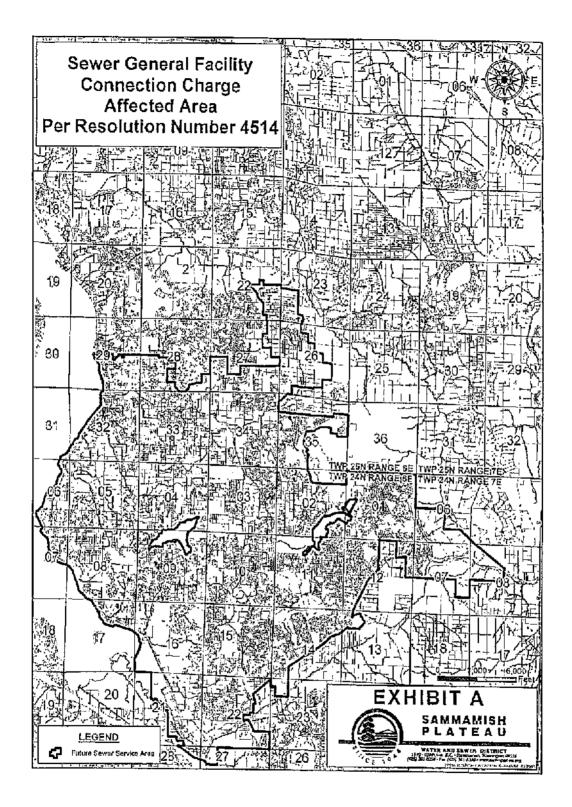


NOTICE OF ADOPTION OF CONNECTION CHARGE SEWER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	: NON	E .
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) of document in the form of a map.
fax 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.

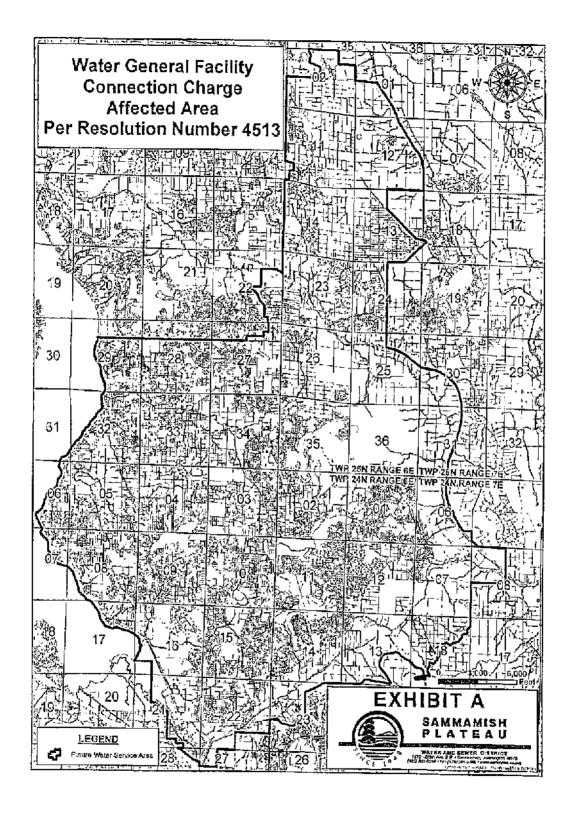


Sammamish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammamish, WA 98075



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 Descrip	tion: Section, Township North, Range East Additional legal description is on page(s) of document in the form of a map.		
Tax Parcel ID	·		
District Board	by given pursuant to RCW 65.08 that the Sammannish Plateau Water and Sewer of Commissioners on July 20, 2015 approved Water General Facility Connection adoption of Resolution Number 4513, affecting the property indicated on Exhibitereto.		
These charges water system.	are due and payable when property owners seek to connect to or use the District's		



HUTCHINSON

Spice of May

 $SOLE\ AGENTS.$ + Tinar Surrevors

SAMMAMIS

DESCRIPTION !

(nglerroad, Wishington Territory, recypies all of hole & & 4 and S.E. & of Section 28. T. 25 N. A. 5 E. W.M. Hing Courty Mistoryton Territory. The initial Point is the South Bost Corner of said Section 20. F.26. N. R. G. R. W.M. All Streets, Arenuen and Lote ere as shown or plat.

DEENCATION.

How all Men by these pro that we I Paul Hatternen nd Alice . H. Hutchinson, his rife; nd John L. Ayer and Endow 3 Myer his wife, and C. Kagina Tempire (mamarried) anderers de fee Trapica (monarried) ordiners upper imple of the above dissortied that do hereby defined the following distinct of the public forgets of the public forgets of the public forgets of the public forgets of the streets whitely thereone.

If these our hinds and out this 28th day of this 28th day of this 28th day of this 28th day of this 28th.

1. Pout the Extra serve &

Allice M. Kutekirson . (F) by T. Poul Hatchineses hor Retarney in Fact.

John L. Slyer

by John L. Syer . Ker Metorneyin fine

C. Bugene Chapin (gr

Machine

Admontedgment.

Territory of Hastington County of Hing Thur is

to enrigy that on the total day of July A.D. 1888, before me a Notary Public in and for Warkungton Territory, duly come neissioned and swarn, personally appeared I Paul Hatchinson, for exposered I. But Hatdrisson for trunsof and as Atomosy in fact. for his nife, Allie A. Hat insorp, and John for their for himself and for thering it, frankfor his nife thestook B. Ager, and C. Eugene (haping for fimeelf alone, to me knowly to be the individuals, in-isorify to be the individuals, ininstrument and acknowledged that they signed and sealed the tion they eigher mea reason one base is their free und respectively so the free and voluntary act and free of the said. Aliend, Hilledinson and the end bushess 1. Pyer for the uses and prarposes Ocercia mentionest.

Circu under my hand and offcial seal this 25 day of July A.D.1880.

Il. Willis Corr Notary Public



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BEST OF MAILABLE

Exhibit 24 S\$DP2046-00414 001441 12 -

90/05/16 INGLEWOOD BEACH CLUB INCORPORATERECO F 540. RECFEE 2.00 4:4412.00

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.

Households having returned a signed membership certificate and paid the current years dues shall be referred to as a "member" entitled to one vote.

BYLAWS

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 mamber 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. 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) Blection 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.
- 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 Trustee SSDP2016-00414 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 decting 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

- 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 SSDP2016-00414 President may direct.

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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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Exhibit 24 SSDP2016-00414 001444

4.5) Exempt Property

The following property subject to this declaration shall be exempt from the assessment charges, and liens created berein:

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 awide in perpetuity for the recreational use and enjoyment of the members of the Inglewood Beach Club.

3.1) 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.

Exhibit 24 SSDP2016-00414 .001445 --

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5.2) Shares Program

5.2.1)

Award one share for each year of dues paid in the last 5

5.2.2

Award one share for each Annual Meeting attended in the last 5 years if the members dues have been paid.

Award five shares for each year of scrvice 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.

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 Regulrements 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.
- 5.2) Amendment Submittals Bylaw amendments may be submitted by cither (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.

Exhibit 24 SSDP2016-00414 001446

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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 Daniel M. Nelson

Vice-President Bruce M. Evans

Treasurer Paula Dictoto Paula S. Niecestro

Secretary Man Gordon

Trustee Any MacAuley

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.

HOTHER LEW Kinkerly J

Notary Public in and for the State of Washington, King County

whitess P/O BOX 753

Exhibit 24 SSDP2016-00414 — 001447

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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. Bik 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#: <u>357530-0591</u>, <u>357530-0592</u>, <u>357530-0460</u>, <u>357530-0365</u>, <u>357530-0260</u>, <u>357530-0340</u>, and <u>357530-0370</u>.

Project [Area]: Lake Wilderness Trail Conversion.

The Grantor, <u>King County</u>, 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 <u>Lake Wilderness Trail</u> Project Number <u>80-052A</u> signed by the Grantor on the <u>26th</u> day of <u>March</u>, 1980 and by the Interagency Committee on the <u>11th</u> day of <u>March</u>, 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 79A25.100 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 priary of Arizu , 2006

BY: Mallon

Deed of Right to Use Land for Pu	blic Recreation Purposes
STATE OF WASHINGTON)	
COUNTY OF KING)	
known to be the <u>Division Director</u> County, and that he/she executed the sealed the same as the free and volume	day of Agree, 2066_, before me the reference of Washington, duly commissioned and sworm, acson, to me personally of Water and Land Resources Division of King a foregoing deed and acknowledged to me that he signed and nearly act and on oath stated that he was authorized to execut xed is the scal of said King County, Washington.
WITNESS my hand and official seal	the day and year in this certificate first above written.
HOTARY OUBLIC	Neic I DE GOOJEL Printed Name
POBLIC 28, 29, 29, 29, 29, 29, 29, 29, 29, 29, 29	Notary Public in and for the State of Washington, residing In Kink County.
WASHING.	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 Bast 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:

Ail 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 Sammanish 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 Bast 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 (Normasst 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.

PARCELE:

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 (Northcast 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

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 Company 18000 International Blvd, Suite 500 SeaTac, WA 98188 Agent ID: 470047 stewart title guaranty company

TEXAS

Matt Morris President and CEO

> 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

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. (Issaguah-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

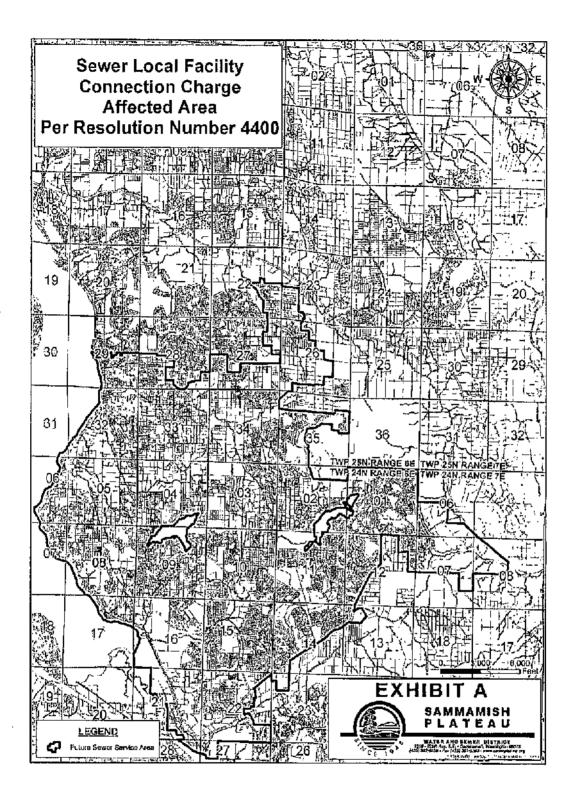


NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR SEWER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	NON	3
Grantor(s);	Sammamish Plateau Water and Sewer District 1510 – 228 th Avenue SE Sammamish, WA 98075	
Grantee(s):	The Public	
Legal Description:		Section, Township North, Range East Additional legal description is on page(s) 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

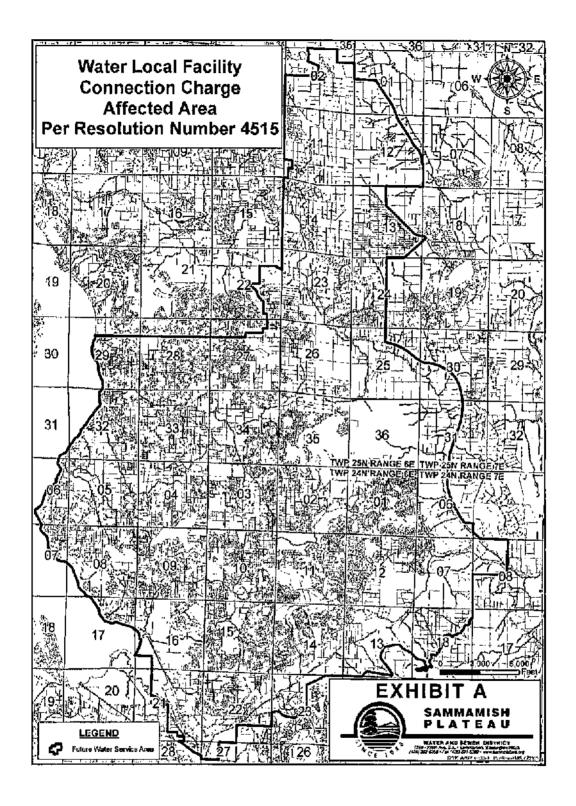


NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR WATER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	NON	3
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) of document in the form of a map.
Tax Parcel ID		
<u> </u>		

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

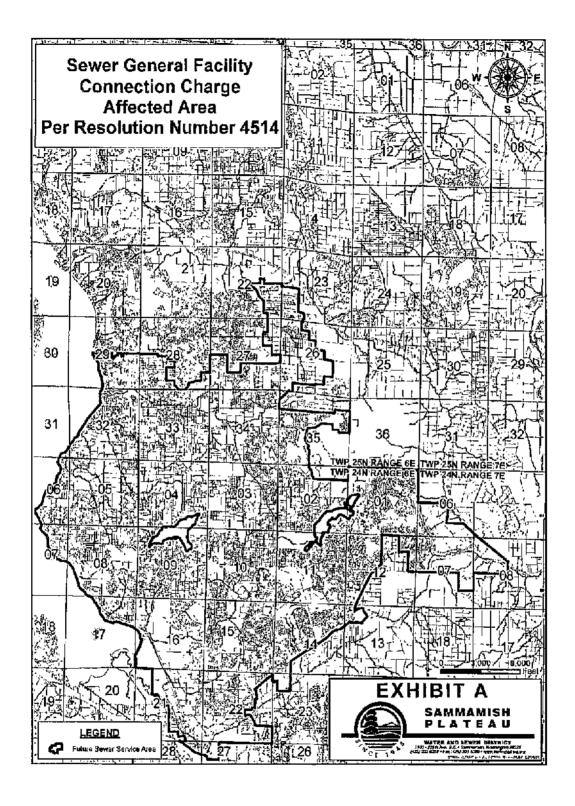


NOTICE OF ADOPTION OF CONNECTION CHARGE SEWER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	s: NON	E .
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228 th Avenue SE Sammamish, WA 98075	
Grantee(s);	The Public	
Legal Description:		Section, Township North, Range East Additional legal description is on page(s) of document in the form of a map.
Tax Parcel II);	

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

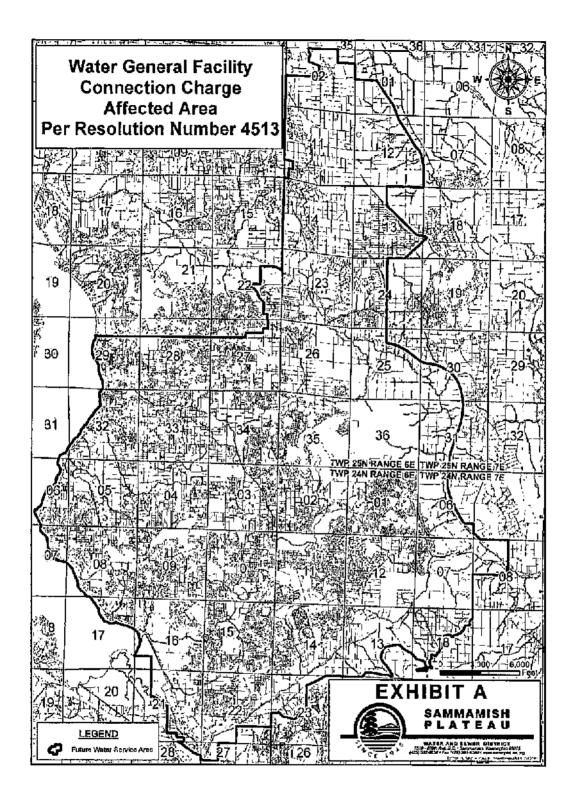


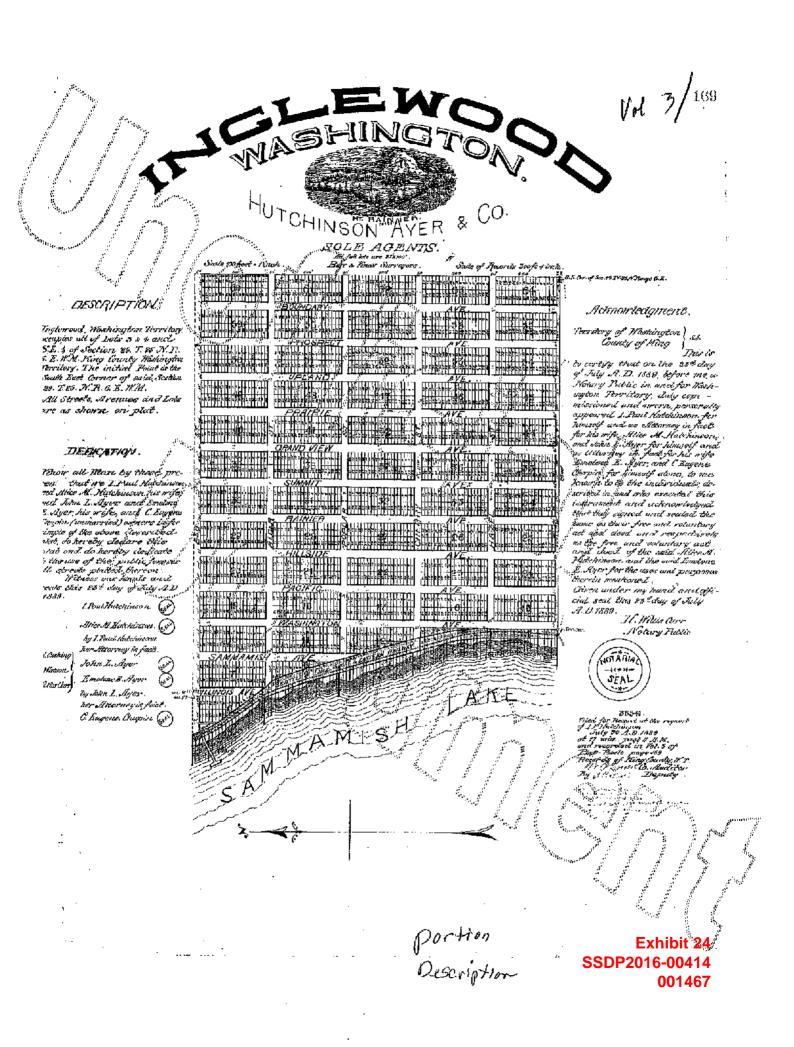
NOTICE OF ADOPTION OF CONNECTION CHARGE WATER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	: NON	E
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228 th Avenue SE Sammamish, WA 98075	
Grantee(s):	The Public	
Legal Description;		Section, Township North, Range East Additional legal description is on page(s) of document in the form of a map.
Tax Parcel ID	:	·
Notice is here	ehv give	en purguent to RCW 65 08 that the Semmanish 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.





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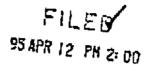


EXHIBIT A

SING COUNTY
SEATTLE, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

RHEA BARK, Trustee of the Jensen Family Trust,

Plaintiff,

NO. 94-2-14451-1

STIPULATED JUDGMENT AND DECREE QUIETING TITLE

(Clerk's Action Required)

KING COUNTY, a Washington municipal corporation, and John Doe Property Owners 1-5,

Defendants.

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THIS MATTER having come on regularly for hearing this day before the court, Plaintiff Jensen Family Trust having appeared by its attorney Larry Setchell of Larry Setchell, 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, TEEREFORE,

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 Quisting Title -1-

CC TO CLIENT 10/5/95 LARRY SETCHELL PA Valor Whilipin 3000

SSDP2040-00414

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portion Description

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orporated by reference, lying adjacen

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 Morthwest 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 hinding 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 12 day of April, 1995.

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Sudge/Coart CounterLoper CHARLES V. JOHNSON

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Presented by:

LARRY SETCHELL, P.S.

Larry Setchell, WSBA #4659, Attorney for Plaintiff Approved as to Form and Entry; Notice of Presentation Walved; Consent to Final Hearing:

NORM MALENG, King County Prosecuting Attorney, Civil Division

By

Wennie C. McMahon, WSBA #15838, Senior Deputy Prosecuting Attorney, Attorney for Defendant King

County

Stipulated Judgment and Decree Quieting Title -2-

LARRY SETCHELL, P.S.
P.O. BOT DEP 24
Vachen, Washington 98070
SSDP 20408-000114
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EXHIBIT A to Stipulated Judgment and Decree Quieting Title

All that portion of Government Lot 3, Section 79, 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 Morthern 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.

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INGLEWOOD BRACH CLUB INCORPORATEIRECD F BYLAWS RECFEE

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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.

Rouseholds 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.
- The term of office of the Trustees of the Corporation shall be for twelve months, October 1 to September 30. A threemonth 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 Exhibit 24 of the Trustees or the president of the Board of TrusteesSDP2016-00414 001475

- 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 SSDP2016-00414
 President may direct.

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- 3.3) Scoretary
 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.
- 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

 Buch 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.

4.5.2) 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

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, recorded of King County, Wa.) commonly known as "the Deach", is get aside in perpetuity for the recreational use and enjoyment of the members of the Inglewood Beach Club.

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

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.

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.

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> 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.

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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.

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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 _	1 SIR	ZDan	iel M. Nelson
Vice-President ⁽	Lan E	Brn	ce M. Evans
Treasurer	Paula S. Mic	Pau Pau	la S. Niecestro
Secretary	nan Gordo	Nan Nan	Gordon
Trustee	Anghars	Lan Amy	<i>AM.</i> MacAul <i>e</i> y
State of Washington,	County of King	/	
		1241	and.

Signed or attested before me on this 15th day of May 1990 by the Board of Trustees of the Inglewood Beach Club, Incorporated.



Kin body Jo Barnet

Notary Public in and for the State of Washington, King County

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WHITE PLO BOX 753

REDMOND WA 98053

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""" PISE-TAX NOT REQUIRED-- King Co-Records Civision

EASEMENT

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For and in consideration of One Coller (\$5.00) and other valuable consideration, the receipt of which is hereby neknowledged, JENSEN FAMILY TRUST, by RHEA BARK, TRUSTEE ("Grantor" herein), hereby conveys and variants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes here rather set forth, a pagetual essement over, under, clong, screes and through the following described real property (the "Property" herein) in XING COUNTY, Washington.

> LOTS 1 TO 26 (INCLUSIVE), BLOCK 8, AND LOTS 36 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 LAXE SAMMAMISH PARKWAY NEW INKING COUNTY WASHINGTON, LESS COUNTY ROADS AND LESS BUILDINGTON NORTHERN RAILWAY RIGHT OF WAY; Together with that portion of 2023rd ave. Re (formerly illinois ave) as imbigated on the plat of inglewood, volume 3 of plats page 169, records OF KING COUNTY, WASHINGTON, WHICH UPON VACATION WILL REVERT TO THE POLLOWING DESCRIBED ABUTTING PREMISES BY OPERATION OF LAW.

Except as may be officervice set forth herein Granice's rights shall be exercised upon that portion of the Property (the "Easement Atea" herein) described as follows: doser/bod as follows:

> A STREP OF LAND 15 FEET IN WEDTH LYING WITHIN THE ABOVE CESCRIBED PROPERTY. BRING PARALLEL WITH AND ADJOINING THE WEST MARGIN OF SAID EAST LAKE BAMMAMISH PARKWAY NE.

Purpose. Created shall have the right to construct, operato, maintain, repair, replace, improve, remove, enlarge and use one or more decirio transmission endfor distribution systems over endfor under the Essament Area, together with all recessory or convenient appartenances thereto, which may include but are not limited to the

s. Cyprhodd facilities. Poles end/or towers with pressame, braces, guys and anchors; phot/id transmission and distribution lines; fiber optic cable, communication and signal times; transformatic.

b. Underground facilities. Underground conduits, cables, vapits, municipes, switches and transformers, serri-horded or ground mounted facilities such as pade, transformers and switches; fiber optic cable, communication and facilities. communication and signal lines.

Following the initial construction of all or a portion of its systems, Grantoe may, from time to lime, construct such additional facilities as it may require for its systems.

2. Access. Granine shull have the right of access to the Essement Area over and excess the Property to enable Granites to exercise its right's hereunder. Granice shall repair or reasonably compensate Granior for any demage to the Property, including damage to each, deeps, driveways and fences caused by the exercise of such access.

3. Essement Area Clearing and Maintenance. Grantee shall have the right to out, remove and dispose of ony and all brush, tree and other vegetation presently existing upon the Essement Area. Grantee shall also have the right to centre!, on a continuing basis and by ony prodent and reasonable means, the establishment and growth of bush, trees and other vegetation upon the Essement Area which could, in the upinion of Grantee, interfere with the exercise of Grantee's rights herein or create a bezard to Grantee's systems.

4. Trees Dutaids Essentent Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property cutside the Casement Area which could, in Otertae's sote judgment, interface with or create a heard to Grantee's systems. Grantee 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 the country of the prior prior prior to the exercise of such trees that problems the second of the prior prior prior prior to the such trees and the prior prior prior prior prior to the such trees and the prior p competiting common and to give a mino year manor that about the competition of the compet timiler (if any) out that removed from the Property by Granice.

5. Grentor's Use of Easement Area. Granter reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, that Granter shell not construct or maintain any building, structure or other object on the Easement Area, and Granter shart do no bleeting within 300 feet of Granter's systems without Grantee's prior written consest.

8. Indemnity. Grantee agrees to indemnity Granter from and ega nel liability incurred by Granter has a result of Grantee's regiligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Crantee to Indemnity Granter for that position of any such liability altributable to the negligence of Granter or the negligence of others.

788,32 6-89 Transmission 250-1155126

FILED FOR RECORD AT REQUEST OF: PURCT POWER LOUIL ESTATE DEPARTMENT F. C. BOX 97034 CALLEVUE, WASHINGTON 98009-9734 ATTENTION: THOM DAVIB

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7. Abandonment. The rights herein granted shall cominue until such time as Grantes coases to use the Easement Area for a ported of five (6) successive years, in which event this coasement shall be thembrate and all rights herounder shall revert to Granter, provided, that no abandonment shall be deemed to have occurred by reason of Granter's failure to buildaily install its systems on the Easement Area within any period of time from the data hereof.

8. Successors and Assign s. Grantee shall have the right to essign, a portion or otherwise transfer any or all of its rights, benefits, privileges and interests orising in and under this easement. Without limiting the generality of the foreigning, the rights and obligations of the parties shall have to the boneft of end be bloding epon thair respective, successors and exclude.

, H		Oelod this 21 31 day of November 19 99. GRANTOR BY A A Control of Trust by Rhog Bark, Trustes
	9412010277	COUNTY OF On this 2/51 day of Kovernier 19/19, before mo, a Notary Public in and for the State of Washington, duly commissioned and sworm, 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 Usage 19/19/19/19/19/19/19/19/19/19/19/19/19/1
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11/57/2014

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

Granter [Seller]: <u>King County, a political subdivision of the State of Washington</u>
Grantee [Buyer]: <u>The State of Washington</u>.
Legal Description (abbreviated): <u>Lots 1-4 & 18-58</u>, <u>Blk 9</u>, <u>Lots 36-40</u>, <u>Blk 7</u>, <u>Vac. Illinois Avc adjoining Blks 6</u>, 7 and 9. <u>Lots 1-10 & 17-27</u>, <u>Blk 6 & vac. St. adj., AND Lots 11-16 Blk 6</u>, <u>Inglewood. Vol. 3</u>, <u>pg. 169</u>,
Additional legal(s) on Page 4-5.

Assessor's Tax Parcel ID#: <u>357530-0591</u>, <u>357530-0592</u>, <u>357530-0460</u>, <u>357530-0365</u>, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357530-0365, 357550, 357550, 35750, 357550, 35750, 357550, 35750, 357550, 3

Project [Area]: Lake Wilderness Trail Conversion.

The Grantor, <u>King County</u>, 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 berein 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 79A25.100 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

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day of ATIZIL

2006

BY:

Deed of Right to Use Land for Pul	blic Recreation Purposes
STATE OF WASHINGTON) SS.	•
COUNTY OF KING)	
personally appeared <u>Mark Issac</u> known to be the <u>Division Director</u> County, and that he/she executed the sealed the same as the free and volume	day of APPLL, 2006, before me the reference of Washington, duly commissioned and sworn, accon to me personally of Water and Land Resources Division of King of Foregoing deed and acknowledged to me that he signed and natary act and on oath stated that he was authorized to execut axed is the seal of said King County, Washington.
WITNESS my hand and official scal	the day and year in this certificate first above written.
T. DEGO	NEIL T. DE GOOSEF
HOTARY OUBLIC STREET	Printed Name Notary Public in and for the State of Washington, residing In 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, ingleweod, 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 Northcast) 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 (Northcast 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 Company 18000 International Blvd, Suite 500 SeaTac. WA 98188 Agent ID: 470047

Matt Morris President and CEO

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

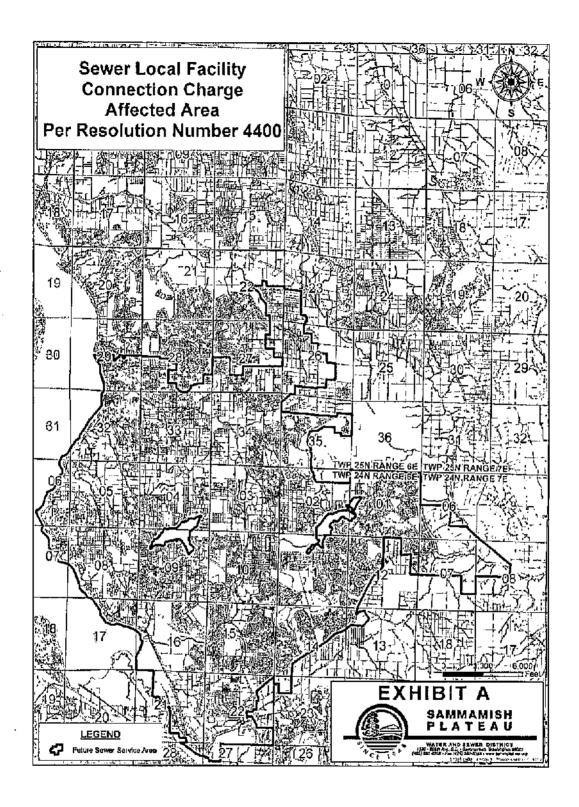


NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR SEWER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	: NON	₹.
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228 th Avenue SE Sammamish, WA 98075	
Grantee(s):	The Public	
Legal Description:		Section, Township North, Range East Additional legal description is on page(s) 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

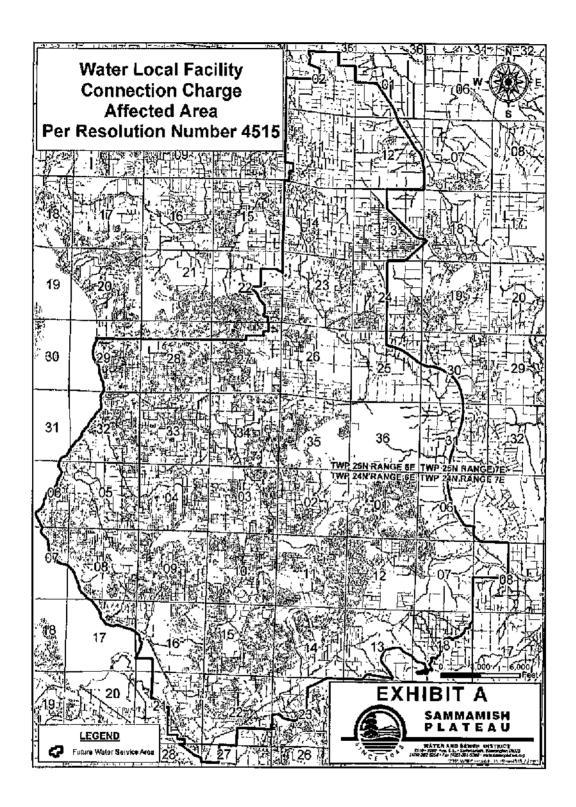


NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR WATER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	: NON	E
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammamish, WA 98075	
Grantee(s):	The P	ublic
Legal Description:		Section, Township North, Range East Additional legal description is on page(s) 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.



Sammanish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammanish, WA 98075

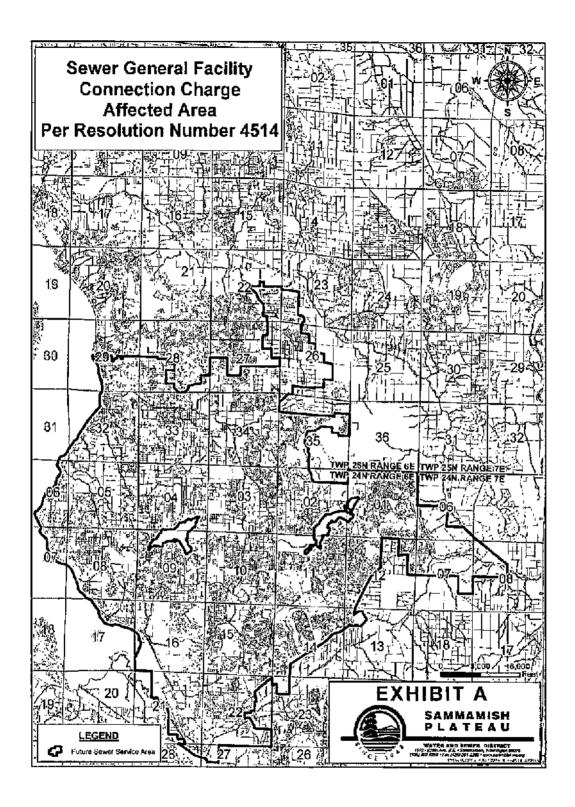


NOTICE OF ADOPTION OF CONNECTION CHARGE SEWER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	s: NON	E	
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228 th Avenue SE Sammamish, WA 98075		
Grantec(s):	The P	The Public	
Legal Description:		Section, Township North, Range East Additional legal description is on page(s) of document in the form of a map.	
Tax Parcel II):		

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

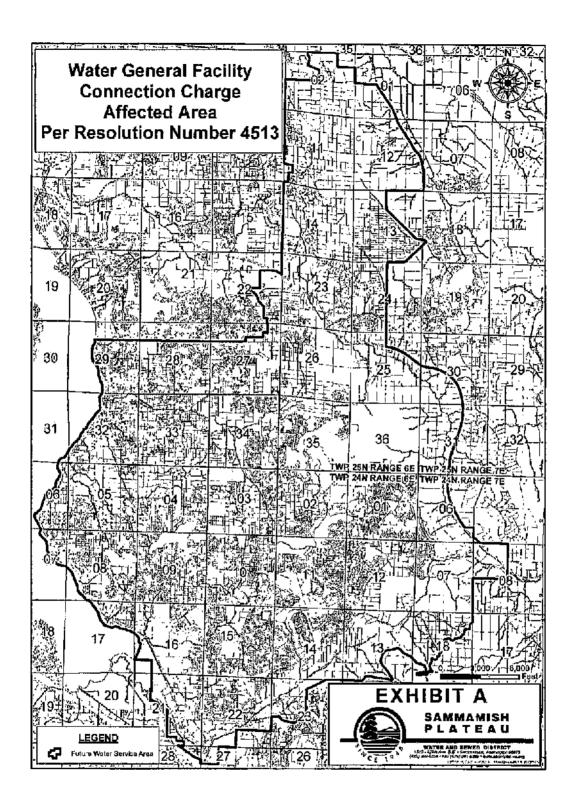


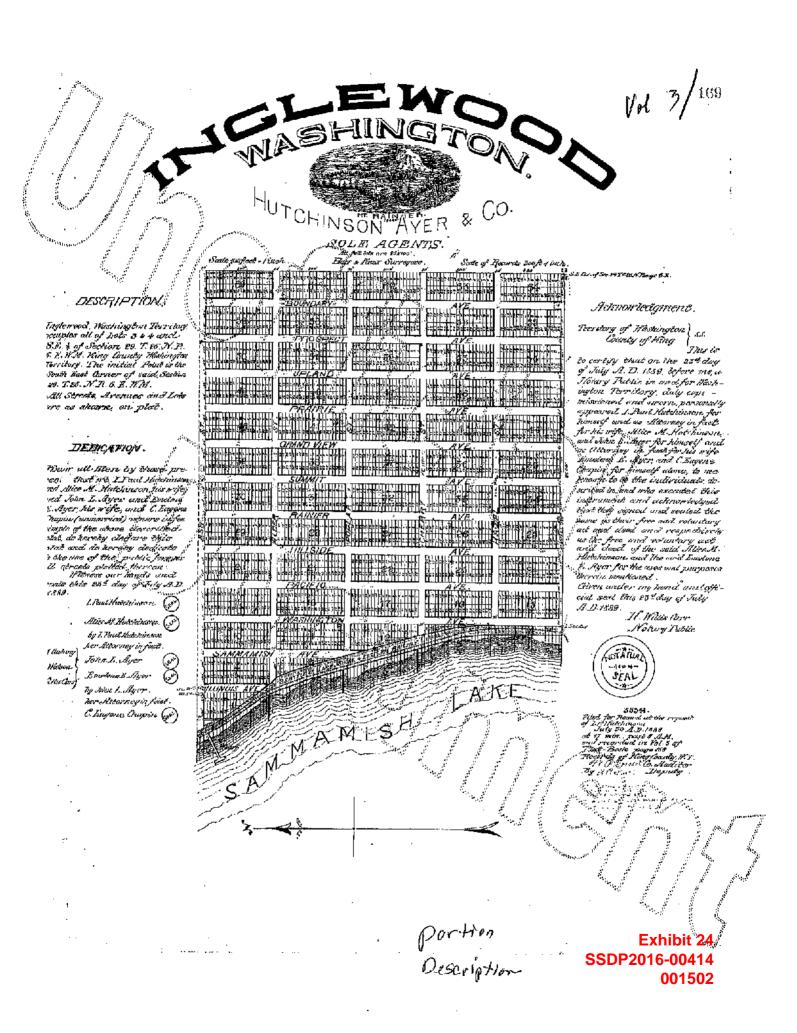
NOTICE OF ADOPTION OF CONNECTION CHARGE WATER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #':	s: NON	E	
Grantor(s):	1510 -	ammamish Plateau Water and Sewer District 510 – 228 th Avenue SE ammamish, WA 98075	
Grantee(s):	The P	ne Public	
Legal Desc r ij	ption:	Section, Township North, Range East Additional legal description is on page(s) of document in the form of a map.	
Tax Parcel II):		
Notice is her	eby niv	ell pursuant to DCW 65.09 that the Sammaraigh Blatani, Wester and Saura	

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.





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2 INGLEWOOD BEACH CLUB INCORPORATERED F 510. RECFEE 2,00 #c##12,00 CASH5L

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.

BYLAWS

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) Blection 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.
- 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 Exhibit 24 of the Trustees or the president of the Board of Truste SSDP2016-00414 001504

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- 2.5) Voting

 Bach 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.

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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 Exhibit 24
 President's absence, and perform other such tasks as the President may direct.

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- 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.
- 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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Exhibit 24 SSDP2016-00414 001506

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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:

All common properties owned by the Corporation. All properties dedicated to public use. 4.5.1)

4.5.2)

All properties exempted from taxation by the laws 4.5.3) of the State of Washington, upon the terms and to the extent of such legal exemption.

ARTICLE 5, DISSOLUTION / SHARES PROGRAM

The Inglewood Beach Club property (lots 14, 15, 16, 17, of block 4, Flat 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.

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

> **Exhibit 24** SSDP2016-00414 001507

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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.

(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.

(.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.

Exhibit 24 SSDP2016-00414 001508

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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

Vice-President

Treasurer

Secretary

Trustee

State of Washington, County of King

Daniel M. Nelson

Bruce M. Brune

Bruce M. Brune

Bruce M. Brune

Paula S. Niecestro

Nan Gordon

Amy MacAuley

State of Washington, County of King

Signed or attested before me on this 15th day of May 100

Signed or attested before me on this 15th day of May 1990 by the Board of Trustees of the Inglewood Beach Club, Incorporated.



Kinkerly Jo Barnet

Notary Public in and for the State of Washington, King County

whitess Plo Box 753
REOMOND, WA. 9805.3

Exhibit 24 SSDP2016-00414 001509

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

RHEA HARK, Trustee of the Jensen Family Trust,

NO. 91-2-20802-6

KING COUNTY, a Washington municipal corporation,

ORDER GRANTING PLAINTIPF'S MOTION FOR SUMMARY JUDGMENT; DENYING MOTION OF DEFENDANT (REV., PROPOSED)

Defendants.

Plaintiff,

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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:

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- 1. Declaration of Rhea Bark and exhibits thereto dated March 31, 1992;
 - 2. Certified copy of Plat of Inglewood.
- 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 Varhon, Washington 98170 **98DP2016-0041**

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 William S. Vlcek,

- 5. Abstract of Deposition Upon Oral Examination of James Bergema.
- 6. Declaration of William H. Hudson, dated May 18,
 - 7. Declaration of James Bergama and Exhibits thereto.
 - 8. Declaration of William Vlcek 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 942 xhibit 24
Vashon, Washington 98070
SSPP2316-00414

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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

day of -

Judge

STEVEN SCOTT

Presented by:

LARRY SETCHELL, P.S.

Larry Setchell, WSBA #4659, Attorney for Plaintiff

Order Granting Plaintiff's Motion for Summary Judgment -3-

LARRY SET CHELL, P.S.

P.O. Box 940 Exhibit 24

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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,

91-2-20802-5

FINAL JUDGMENT AND DECREE QUIETING TITLE (Clerk's Action Required)

Plaintiff,

KING COUNTY, a Washington municipal corporation,

Defendants.

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, TREEFFORE,

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 P.O. Box 940 Vashon, Washington XBUDIT SSDP2016-0041

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(measured perpendicular to) southwesterly of and parallel with the centerline of East Lake Sammamish Perkway 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

Judge

Presented by:

LARRY SETCHELL, P.S.

CHILLIAN.

Larry Setchell, WSBA #4659, Attorney for Plaintiff

Notice of Presentation Waived; Approved as to Form

KING COUNTY PROSECUTOR, CIVIL DIVISION

Ву

Stanley D. Tate, WSDA #17943, Attorney for Defendants

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Final Judgment and Decrea Quieting Title -2-

LARRY SETCHELL, P.S. P.O. Box 940 Vashori, Washin Ex lathrit 24 SSDP2016-00414 001514

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EASEMENT

For end in consideration of One Dollar (\$1,00) and other valuable consideration, the receipt of which is hereby ecknowledged, JENBEN FAMILY TRUST, by RHEA BARK, TRUSTEE ("Grantor" herein), hereby conveys and warranks to PUGET SOUND POWER & LIGHT COMPANY, a Weshington corporation ("Grantee" herein), for the purposes hereineller set forth, a perpetual easement ever, under, slong, 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 $T_{\rm c}$ INGLEWOOD ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME I OF PLATS. PAGE 169, IN KING COUNTY WASHINGTON, LYING WESTERLY OF THE WEST MARGIN OP EAST LAKE SAMMAMISH PARKYYAY NE., SHKING COUNTY WASHINGTON, LEGS COUNTY ROADS AND LESS BURLINGTON NORTHERN RAILWAY RIGHT OF WAY; TOGETHER WITH THAT PORTION OF 202ND AVE. HE (FORMERLY ILLINOIS AVE.) AB 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 ABUTTING PREMISED BY OPERATION OF LAW.

· Except as may be otherwise set forth herein Grantee's rights that be exercised upon that portion of the Property

(the "Essement Aren" tersin) described as follows:

A Flight of Way

described no follows:

A STRUP OF LAND 16 FERT IN WIDTH LYING WITHIN THE ASOVE DERORDED PROPERTY. BEING PARALLEL WITH AND ADJOINING THE WEST MARGIN OF SAID EAST LAKE SAMMANISH 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 timited to the following:

a. Overhead facilities. Poles and/or towers with crosserms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cobie, communication and a grainline; transformers.

b. Underground facilities. Underground conduits, cables, walls, membeles, switches and transformers; semi-binied or ground membed facilities such as pads, fransformers and switches; there optic cable, communication and signal lines.

communications against these.

Following the initial construction of all or a portion of its systems, Grantee may, from lime to time, construct such additional fedibles as it may requise for its systems.

2. Access. Grantee shall have the right of access to the Basement Area over and across the Property to enable Crantee to exercise its rights herounder. Grantee shall repeir or reasonably componente Granter for any damage to the Property, including damage to reade, crops, criveways and fonces caused by the exercise of such right of access.

5. Essement Area Closring and Maintenance. Granics shall have the right to cut, remove and dispose of any and all brush, Irea and other vegetation presently existing upon the Essement Area. Granics shall also have the right to control, on a conlinuing basis and by any prodent and reasonable means, the establishment and growth of bush, treas and other vegetation upon the Essement Area which could, in the opinion of Granice, intenters with the exercise of Granice's rights hardin or create a hazard to Granice's systems.

4. Trees Outside Essement Area. Granton shall have the sight to cut, frim, remove and dispose of any brees located on the Property outside the Easement Area which could, in Grantee's sole judgment, interfore with or create a hexard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable sife to give Granter prior notice the such trees will be out, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Granter such prior notice when trees are out, trimmed, removed or otherwise disposed of in response to emergency conditions). Granter shall be entitled to no compensation for trees out, trimmed, removed or disposed of except for the actual market value of merchantable triples. timber (if any) out and removed from the Property by Grantee.

5. Granton's Use of Essement Arcs. Granton reserves the right to use the Essement Arcs for any purpose not inconsistent with the rights berein granted, provided, that Granton shall not construct or maintain any building, structure or other object on the Essement Arcs, and Granton shall do no blasting within 300 feet of Granton's systems without Granton's prior written consent.

0. Indemnity, Granice agrees to indemnity Granter from and against sability incurred by Granter as a result of Grantes's negligence in the exercise of the rights herein granted to Grantes, but nothing herein shall require Grantes to Indemnity Granter for finit position of any such liability altibulable to the negligence of Granter or the negligence of others.

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FILED FOR RECORD AT REQUEST OF: PLANSE FOWER LIGHT SSTATE DEPARTMENT SELLION 97034 LILLEYUS, WASHINGTON 95000-9734

ATTENTION: THOM DAVIS

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7. Abandonment. The rights herein granted shall continue until such time as Granton coases to use the Easement Arcs for a policid of five (6) successive years, in which event titls besement shall terminate and all rights hereunder shall rever to Granton, provided, that no abandonment shall be deemed to have occurred by renson of Granton's failure to initially install its systems on the Easement Arcs within any period of time from the date hereof.

8. Successors and Assigns. Creates that have the right to saright, a portion or etherwise francis any or all of its rights, benefits, privileges and interests arising in and under this ensurement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall have to the benefit of and be binding upon their respective successors and easigns. ---Dated this 212 day of November 18 94 GRANTOR STATE OF WASHINGTON) 86 COUNTY OF On this 21st day of November 18.74 before me, a Notery Public in and for the State of Washington, duly commissioned and swam, personally appeared Riven 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 doed as Trusteen, for the Uses with Inflores therein mentioned.

Witness my hand and official sest the devendance of the bare with the said the State of Washington, ble is end log the State of Washington, 9412010277 optres <u>//-/5-97</u>

TO THE LOSS

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 Grantce [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#: <u>357530-0591</u>, <u>357530-0592</u>, <u>357530-0460</u>, <u>357530-0365</u>, <u>357530-0365</u>, <u>357530-0360</u>, and <u>357530-0370</u>.

Project [Area]: Lake Wilderness Trail Conversion.

The Grantor, <u>King County</u>, 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

Tep

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 79A25.100 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

day of ATIZEL

20*Oh*

-2 -

Deed of Right to Use Land for Pul	olic Recreation Purposes
STATE OF WASHINGTON)	·
COUNTY OF KING)	
personally appeared <u>Mark Issae</u> known to be the <u>Division Director</u> County, and that hc/she executed the sealed the same as the free and volume	day of Agus, 2066, before me the rethe State of Washington, duly commissioned and sworn, accon, to me personally of Water and Land Resources Division of King of Foregoing deed and acknowledged to me that he signed and prary act and on oath stated that he was authorized to execute aced is the seal of said King County, Washington.
WITNESS my hand and official sea	the day and year in this certificate first above written.
HOTARY NOTARY	Neil T. DE Geoset Printed Name
POBLIC SOLVENIENT	Notary Public in and for the State of Washington, residing In Kink. 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 Sammanish 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, Iying Southwesterly of a line located 30 feet (measured perpendicularly to) Southwesterly of and parallel with the centerline of East Lake Sammanish 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 Bast 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 Issaqueh-Redmond Road;

EXCEPT any portion lying Westerly of the Basterly 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

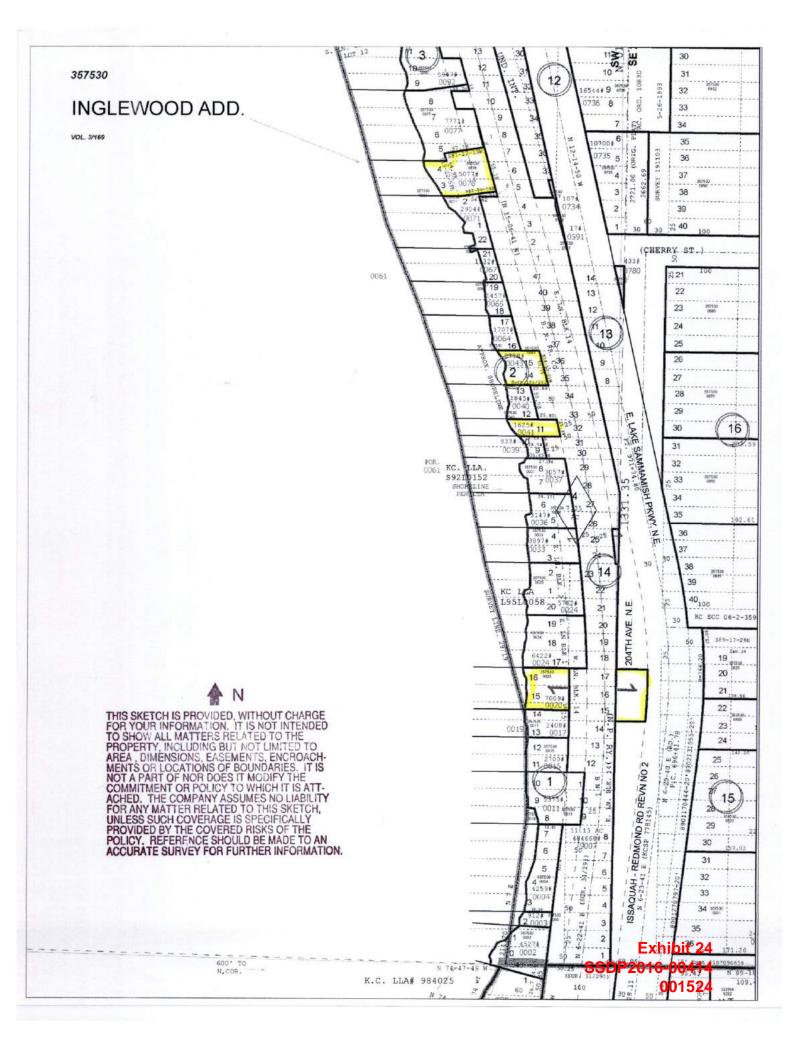
Stewart Title Company 18000 International Blvd, Suite 500 SeaTac, WA 98188 (206) 770-8700 stewart title guaranty company

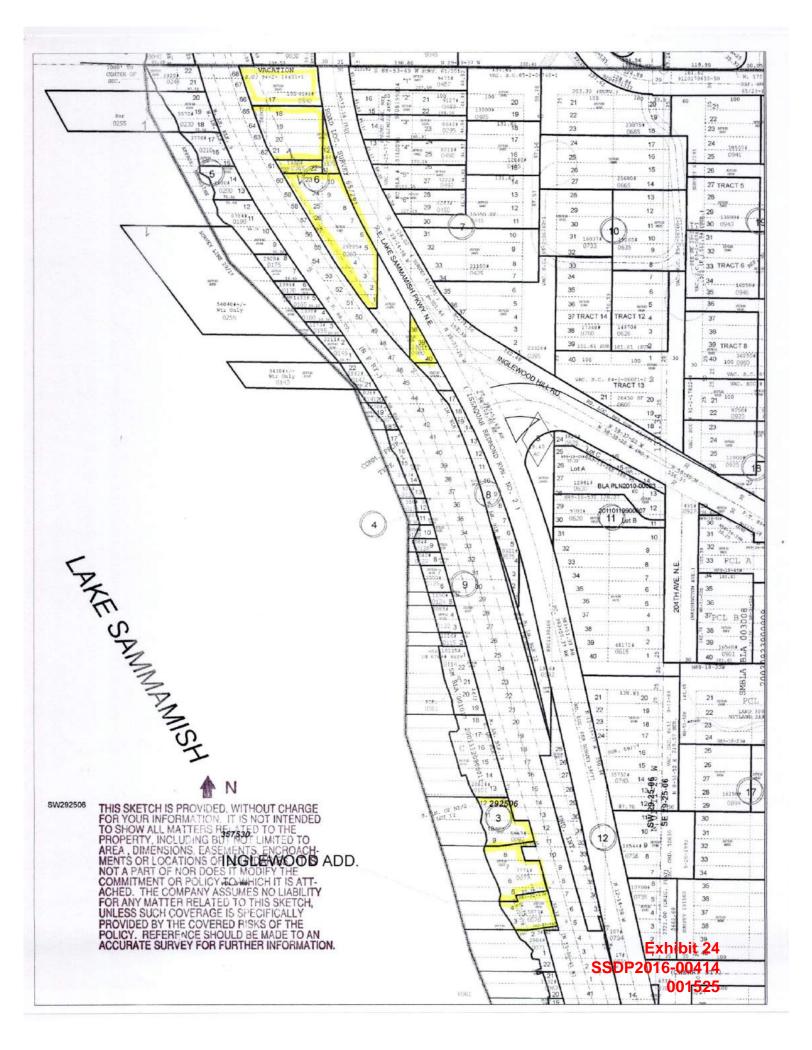


Matt Morris President and CEO

Blace

Denise Carraux Secretary





AFTER RECORDING MAIL TO: Daniel & Susan Denton 835 E Lake Sammamish Parkway NE Sammamish, WA 98074



PAGE001 OF 001

Filed for Record at Request of: The Talon Group, a Division of First American Title Insurance Company Number: 1-0511 202. Standard Commonwealth Land (1992)

AS 20163792() Statutory Warranty Deed

2/33

Grantor(s):

Grantee(s): Daniel G. Denton and Susan T. Denton

Abbreviated Legal: Pin 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", pq2

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 Law O

Paul James Wolfe

STATE OF Hawaii SS:

I certify that I know or have satisfactory evidence that (s) 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

Notary Public in and for the State of Hawaii
Residing at Kukuhaele, Hawaii

My appointment expires: 11-20-2009

wiy appointment expires. 11-20-20

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 1/, 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 CITY OF SAMMAMISH, COUNTY OF KING, STATE OF WASHINGTON.

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, HA S3,475

PAGE-001 OF 001

Filed for Record at Request of: Fidelity National Title Company

STATUTORY WARRANTY DEED

THE GRANTOR(S)

FIDELITY NATIONAL TITLE

BARRY HUMPHREY and ANDREA PARKER, husband and wife

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 Parcet/Account Number: 357530-0039, 357530-0041

Dated:

April 28, 2010

ANIDRE BARKER

STATE OF WASHINGTON

HUMPHREY

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

Notary Public in and for the State of Washington

residing at

11100

My Commission Expires: 03.20.197

Escrow No.: 04-100402926-NJ

NICOLE M. JOHNSON NOTARY PUBLIC STATE OF WASHINGTON

COMMISSION EXPIRES MARCH 20, 2013

LPB-10 7/97

Return To: David TAYLOR 819 Windson DR SE Sammamish, WA 98074



PAGE001 OF 001

STATUTORY WARRANTY DEED

Grantor:

Safe Investment Co., a Washington corporation

Grantee:

KOGIE Preoperties, LLC Inglewood Add., Lots 14 and 15, Blk 2

Abbreviated Legal Description: 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 Koele Properties, a Washington (imited Link) lity Compathe 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 .

Vice-President Its:

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 pod day of Noye

DALE GTTOPAL

[print notary's name| Notary Public in and for the State of Washington

residing at MAPIE VALLEY

My commission expires: 2.26.05

3

31

SAFE	CO

STATUTORY WARRANTY DEED

SAFECO TITLE INSUHANCE COMPANY

THIS SPACE RESERVED FOR RECORDER'S USE

Filed for Record at Request of

FEB 27 11 35 "

NAME

RECORPED AS RE LINE

CITY AND STATE

2014 150 FA FED 2 7 1970

E458394

THE GRANTOR

EDMUND L. O'MALLEY and VIRGINIA A. O'MALLEY, his wife

for and in consideration of TEN AND NO/100 DOLLARS AND OTHER VALUABLE CONSIDERATION

in hand paid, conveys and warrants to PAUL J. WOLFE, a single man

the following described real estate, situated in the County of

. State of

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, ashington, 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 describ tract lying within said Lot 5,

TOGETHER WITH an undivided one-third interest in Lots 21, 22, 23, 24 25, 26, 27, 23, 20, 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;

AVD 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 Voluma 3 of Plats, page 169, in King County, Washington.

SUBJECT TO: All mineral and timber rights as recorded under 35868 and 52167; Agreement as srecorded under 4479194.

R.S. 31.00

PROPERTY OF THE PROPERTY AND PROPERTY AND PROPERTY.

Exhibit 24 SSDF 2016-00414 001531

Description: King, WA Document - Year, Month. Day, DocID 1978.227.573 Page: 1 of 4.

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Dated January 26 , 19 78		
Edmund J. O. Walley	av	
Edmund L. O'Malley (Individual)	Conveya Conveya	ince
Virginia A. (Malley (Individual)	Nasturdion 14x	
O OS	REVENUE CE INST] ()
16.03	persent control control of the contr	1000
STATE OF WASHINGTON COUNTY OF King	STATE OF WASHINGTON COUNTY OF	ss.
		1
On this day personally appeared before me Edmund L. O'Malley and	On this day of	
Virginia A. O'Malley	for the State of Washington, duly commissioned and so	
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowl-	personally appeared	
edged that they	and	
signed the same as their	to me known to be the Pres	
free and voluntary act and deed, for the uses and purposes therein mentioned.	and Secretary, respective	ly, of
the contract of the contract o	the corporation that executed the foregoing instrument	, and
GIVEN under my, hand and official seal this	acknowledged the said instrument to be the free and ve	
day of January 19 78	tary act and deed of said corporation, for the uses and poses therein mentioned, and on oath stated that	
The Owner of the	authorized to execute the	
The least bearings	instrument and that the seal affixed is the corporate se	
Notary Public in and for the Sate of Washington, residing	said corporation,	
SE DOLLAND	Witness my hand and official seal hereto affixed the day	and
	year first above written,	
A constant of the constant of	Notary Public in and for the State of Washington, resi	dian
	at	ung
TI 3 04 1/76		

Public in and for the State of Washington involving at

Description: King, WA Document - Year. Month. Day. DocID 1993.714.1708 Page: 1 of 100 Order: 4 Comment:

AFTER RECORDING MAIL TO: Ty and Cheryl Hill 1119 E Lake Sammamish Parkway NE Sammamish, WA 98074



E2643892 12/04/2013 14:20 KING COUNTY, UA 7AX SALE \$1,450,000.00

PAGE-001 OF 001

Filed for Record at Request of: WFG National Title Company Escrow Number: 613540 WFG NAT'L TITLE order no. 61 3540

Statutory Warranty Deed

Grantor(s): Jennifer Patrish Hahn, who acquired title as Jennifer Simperman, a single woman Grantee(s): Ty E. Hill and Cheryl D. Hill, husband and wife Abbreviated Legal: PTN LOTS 5-9, BLK 3, INGLEWOOD ADDITION Additional legal(s) on page:

Assessor's Tax Parcel Number(s): 3575300077

THE GRANTOR Jennifer Patrish Hahn, who acquired title as Jennifer Simperman, a single woman for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Ty E. Hill and Cheryl D. Hill, 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"

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: 11/25/2013

By Jonnifer Patrish Hahn By

STATE OF WASHINGTON

County of King

SS:

I certify that I know or have satisfactory evidence that Jennifer Patrish Hahr Islane the person(s) who appeared before me, and said person(s) acknowledged that he she they signed this instrument and acknowledged it to be the person their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 24 Mday of November 2013

JESSICA A. BARNETT STATE OF WASHINGTON NOTARY PUBLIC MY COMMISSION EXPIRES

11-19-14

JESSY LA A. BARNETT Notary Public in and for the State of WASHINGTON Residing at Bound for the State of WASHINGTON

Residing at BELLEVILE My appointment expires://-19-14

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



INSURED BY FIDELITY NATIONAL TITLE

6111216333174

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. HUK

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 6 day of February, 2016.

GRANTOR:

Richard A. Delie, Trustees of the Delie Living Trust under Agreement dated March 29, 2002

Nancy 8. Delie, Trustees of the Delie Living Trust under Agreement dated March 29, 2002

E2781787
02/28/2018 11:14
KING COUNTY, WA
TAX
SALE
\$10.6

PAGE-001 OF 001

1

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 10 hay of February , 2016.

STUART W. CARSON
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
MARCH 29, 2018

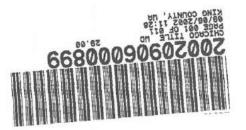
STUART W. CARSON

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at SammaaniTh, W 9

My Commission expires: 3/29//8

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.



etser-cobicilus 3003 virultura saevar

Exhibit 24 SSDP2016-00414 001539

2EVILITE MYSHINGLON 38104 S01 SOUTH IACKSON STREET #600 WHEN RECORDED RETURN TO

E1808409

CHICAGO TITLE INSURANCE COMPANY

006100

DUCE 001 OF 003

STATUTORY WARRANTY DEED

Dated AUGUST 16, 2002

THE GRANTOR

BERSON VND CLAUDIA BARK, A SINGLE PERSON JOHN LENTZ SCHALLER, A SINGLE PERSON, DIANE BARK, A SINGLE PERSON, DAVID BARK, A SINGLE JOHN L. SCHALLER, AS SUCCESSOR TRUSTEE OF THE JENSEN FAMILY TRUST, DAVID BARK, A SINGLE

CHICAGO TITLE INS CO

for and in consideration of then dollars. Consideration the dollars and other good and valuered consideration

in hand paid, conveys and warrants to

KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON

State of Washington

the following described real estate situated in the County of KING

Tax Account Number (s)

THE PERREVIATED LEGAL DESCRIPTION IS AS FOLLOWS. PARCEL A: A PORTION OF LOTS 1-4 & 18-58, BLOCK 9, VOL R PG 169,

PARCEL B: A PORTION OF LOTS 36-40, BLOCK 7, VOL 3 PG 169;

9, VOL 3 PG 169;
PARCEL C: A PORTION OF VACATED ILLINOIS AVE ADJOINING BLOCKS 6, 7 AND

PARCEL B. A PORTION OF LOTS 11-167, BLOCK 6, VOL 3 PG 169 TGW PTN VAC PARCEL E: A PORTION OF LOTS 11-167, BLOCK 6, VOL 3 PG 169 TGW PTN VAC

.td. 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

TAX PARCELS: 357530 0592 357530 0460 357530 0460 357530 0565 357530 0260

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CLAUDIA BARN	ς		
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JENSEN FAMIL	LY TRUST		
JOHN L. SCH	ALLER, TR	USTEE	

DAVID 1	ARK				
DIANE I	SARK /	/ /	R		
CLAUDIA	HARK	ikw	D	MQ	
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DIANE BARK		
CLAUDIA BARK	 	

JENSEN FAMILY TRUST

JOHN L. SCHALLER, TRUSTEE

Cholor TRUSTEE TYRSTER

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PRINTED NAME: BOPBAPA E.	BENNETT
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1 1 200s	
OFFICIAL SEAL DENNETTE L. SCHMIDT NOTARY PUBLIC OREGON COMMISSION NO. 346828 MY COMMISSION EXPIRES MAY 18, 2005	

xpagec/rlm/4-9-97

STATE OF WASHINGTON I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE SCHALLER IS THE PERSON WHO APPEARED BEFORE ME, AND ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OA AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLED THE JENSEN FAMILY TRUST DATED JUNE 8, 1977 TO BE TO ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTION INSTRUMENT. DATED	SAID PERSON TH STATED THAT HE WAS GED IT AS TRUSTBE OF HE PREE AND VOLUNTARY
NOTARY SIGNATURE	
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MY APPOINTMENT EXPIRES	
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ON THIS DAY OF , UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE COMMISSIONED AND SWORN, PERSONALLY APPEARED JOHN L TO ME TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO INSTRUMENT AND ACKNOWLEDGED THAT HE SIGNED AND SEA FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND MENTIONED.	OF WASHINGTON, DULY ENTZ ACHALLER KNOWN EXECUTED THE WITHIN LED THE SAME AS HIS
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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 as follows

, and is described

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); BXCEPT 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

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.

LEGAL2/RDA/1200

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

PA

RECORDED: RECORDING NUMBER: NOVEMBER 23, 1993

BER: 9311231438

EASEMENT AND THE TERMS AND CONDITIONS THEREOF.

GRANTEE

PUGET SOUND POWER & LIGHT COMPANY

PURPOSE

ELECTRIC TRANSMISSION AND/OR

AREA AFFECTED:

DISTRIBUTION SYSTEM
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 JUNE 2, 1999

RECORDED.
RECORDING NUMBER.

9906021961

EASEMENT AND THE TERMS AND CONDITIONS THEREOF

PURPOSE

UTILITIES

AREA AFFECTED.

PORTIONS OF PARCELS D AND E; AND

OTHER PROPERTY OCTOBER 28, 1999

RECORDED: 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

EXHIBIT/RDA/0999

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.

stewart title

Stewart Title Company 18000 International Blvd, Suite 500 SeaTac, WA 98188 Phone: (206) 770-8700

Order Number: 01148-62341

Title Officer: Chris Rollins

Phone: (206) 770-8715

Email: chris.rollins@stewart.com

titleofficers@stewart.com

Scott McDearmon - Title Assistant

Phone: (253) 439-6436

Email: scott.mcdearmon@stewart.com

titleofficers@stewart.com

Title Officer: Joe Dorfman

Phone (425) 317-7319

Email: joe.dorfman@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: Premium: To Be Determined

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:

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, 32, 35, 36, and 37 in Block 12 of said Plat of Inglewood;

001552

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;

SSDP2016-00414

Exhibit 24

Except that portion lying within the Northern Pacific right of way, according to the plat thereof record

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.

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. (Issaguah-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

Schibit 24

SSDP2016-00414

001557

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
 Exhibit 24
 SSDP2016-00414
 001559

- 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.	Dee	d of	Trust and	the	terms	ar	nd	condition	ons	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

REQUEST TO CANCEL REVOLVING CREDIT LOAN

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.

Dear
Please freeze the loan amount to include only obligations incurred or draws I

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

Exhibit 24

SSDP2016-00414

001564

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: Kina County

Recorded: November 23, 1993

9311231438 Recording No.:

83. Easement and the terms and conditions thereof:

Puget Sound Power & Light Company Grantee:

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

Exhibit 24 Recording No.: 9112130857 SSDP2016-00414

92. Access Easement, Option to Acquire Utilities Easement, and Roadway Maintenance Agreeme acquire 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:

April 5, 2006 Recorded: 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:

Puget Sound Power & Light Company Grantee:

Purpose: Electric transmission and/or distribution systems

Purpose: Electric trans
Affects: As located
Recorded: December 1,
Recording No.: 9412010277 December 1, 1994

101. Access Easement, Option to Acquire Utilities Easement, and Roadway Maintenance Agreement and the terms

and conditions thereof:

Recorded: June 2, 1999 9906021961 Recording No.:

102. Easement and the terms and conditions thereof:

Purpose: Utilities As located

Affects: Recorded: Recording No.: October 28, 1999 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:

Exhibit 24

104. Please be advised that our search did not disclose any open deeds of trust of \$\$\text{SDR2016}00\text{310}\text{104} hould have knowledge of any outstanding obligation, please contact the title department immediately for furth 60/15566 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

Electric trans.
As located
December 1, 1994
9412010277 Affects: Recorded: Recording No.:

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 20060405001180 Recording No.:

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 9005161176 Recording No.:

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.: \$157530-0076

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.: \$157530-0092

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.: \$7530-0026

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.: \$27530-0340

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.: \$27530-0365

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.: \$27530-0370

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. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company	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 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

Exhibit 24

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