# 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

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## 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

**Matt Morris** 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.

## 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

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## **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

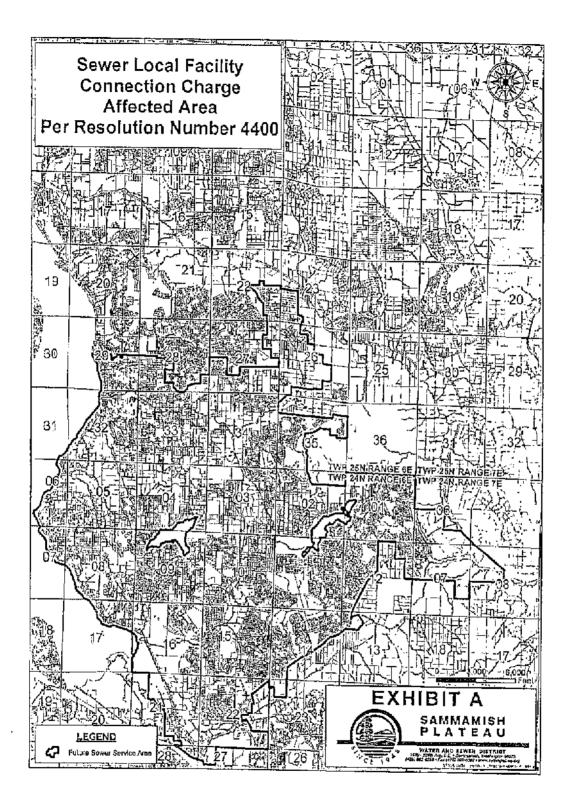


## NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR SEWER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #*s:	NONE	3	
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 + 228th Avenue SE Sammamish, WA 98075		
Grantce(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 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  $1510-228^{th}$  Avenue SB

Sammamish, WA 98075

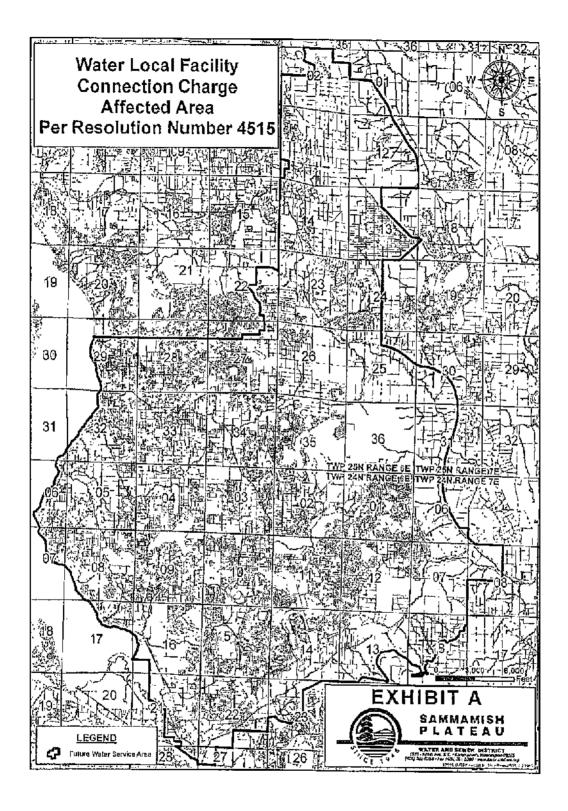


## NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR WATER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

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

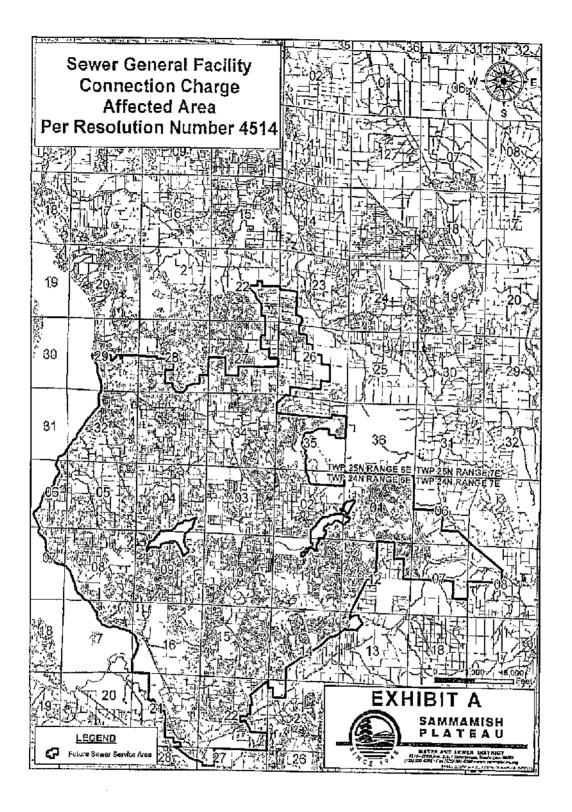


## NOTICE OF ADOPTION OF CONNECTION CHARGE SEWER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	: NON	· ·	
Grantor(s);	Sammamish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammamish, WA 98075		
Grantee(s):	The Pr	pblic	
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	:		

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 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

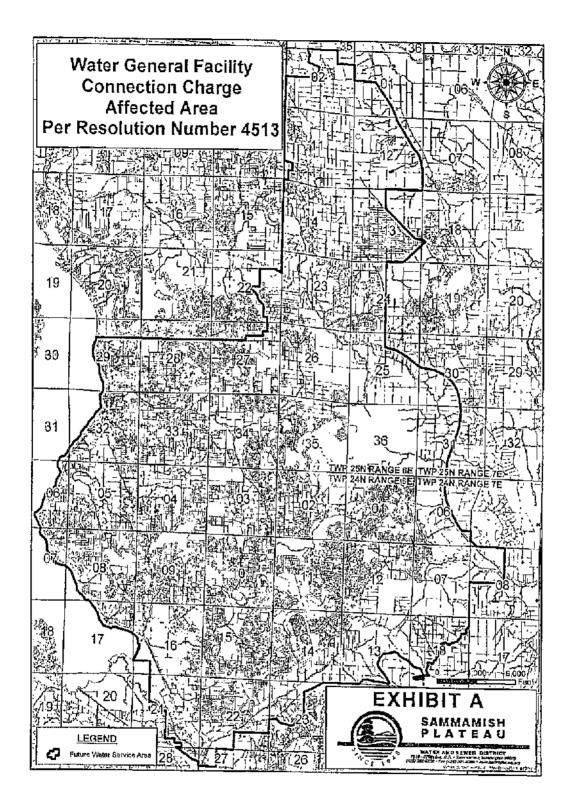


## NOTICE OF ADOPTION OF CONNECTION CHARGE WATER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	: NON	€
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammamish, WA 98075	
Grantee(s):	The Pu	blic
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	:	

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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## DEBICATION.

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to correspy that on the 234 day of July H. T. 1889, before me, a Notary Public in and for Whiteingtone Territory, duty com missioned and surern, personally appeared I Fruit Husteinson for appeared Litual Hadicineous for himself and as electromay in fact, for his sufficient of Hadichineous, and soom I. Myer for himself and his Albertay I. Myer and Chagene Employed I. Myer and Chagene Gaspief for functif down, is ma known to fe the individuals doscriped 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 to the free and voluntary act and feel free and voluntary act and library. The free free and the said things. Historium and the edit thatene for the tree and purposes. dicrein mentioned.

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H. Willio Cor Notary Public



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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.

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

Defendants.

NO. 94-2-14451-1

STIPULATED JUDGMENT AND DECREE QUIETING TITLE

(Clerk's Action Required)

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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 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 Quisting Title -1-

CC. TO CLIENT

LARRY SETCHELIL P P.O. Box 940 Vesbon Washington 18070 206/292-9333 (

pto Legal description

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incorporated by reference, lying adjacent to Lots 16 and 17, Block 6, of the plat of Inglewood and to portion of Government Lot 2 of the Northwest quarter, Section 29, Township 25, Range 6, in fee simple, and quieting title in favor of Plaintiff in fee simple against any claim of Defendant King County. This Judgment is binding on the parties without prejudice to the rights of anyone not a party to this action whose rights or claims do not derive from a party to this action.

DONE IN OPEN COURT this /2 day of April, 1995.

Sudge/Court Commissioner CHARLES V. JOHNSON

Presented by:

LARRY SETCEELL, P.S.

By Detriel Larry Setchell, WSBA #4659, Attorney for Plaintiff

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

NORM MALENG, King County Prosecuting Attorney, Civil Division

> Dennis C. McMahon, WSRA #15838, Senior

WSBA #15838, Senior Deputy Prosecuting Attorney, Attorney for Defendant King

County

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Stipulated Judgment and Decree Quieting Title -2-

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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 East, 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 Plate 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.

2 INGLEWOOD BEACH CLUB INCORPORATERECO F 510. BYLAWS RECFEE 2.00 astan12.00

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 Plats, 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.
- 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. The business and property or the inglewood seach 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 cleated 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 Trustees 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 neetings of the membership as may be deemed necessary, other than the annual meetings of the membership; and perform such other duties usually inherent in such an office.

3.2) Vice-President
The Vice-President of the Board of Trustees shall act in the President's absence, and perform other such tasks as the President may direct.

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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.

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- 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.

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 Eaxation 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 Mill 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.

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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.

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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.

5.2.31

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.

, 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.

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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

Bruce M. Evans

Treasurer

Paula S. Niecestro

Secretary

Trustee

Amy MacAuley

State of Washington, County of King

Signed or attested before me on this  $15^{+4}$  day of May 1990 by the Board of Frustees of the Inglewood Beach Club, Incorporated.

HOTELS SE Kinkely Jo Barns

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

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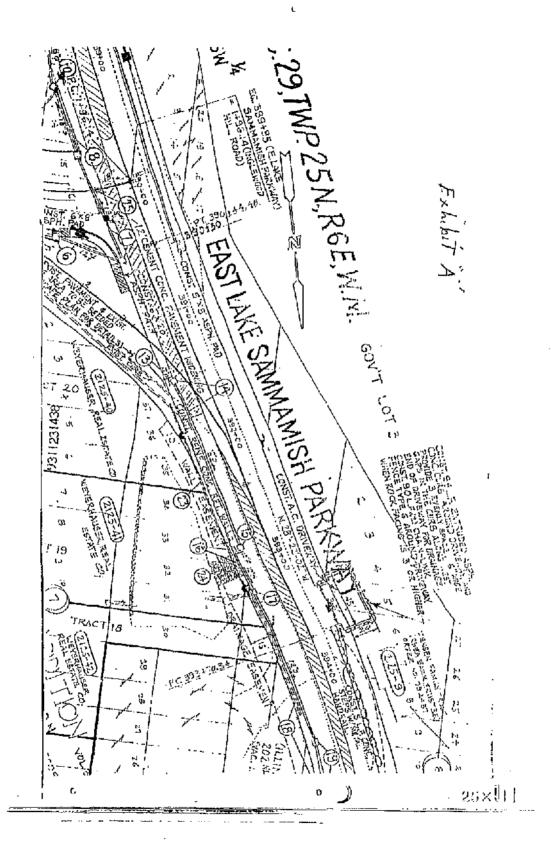
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Filed For R	ecord All	The Hea	Uest Ol
King County	Chin	Suit	Th.
King County	Properly	Bery 203	Division

Felo K9-[UKR-DOK Purcel V KAW 3124

	Furel 8 K/W 313	٧.
	ACCORNISHT TO RECONSTRUCT DRIVERYAYS	STATES AND SEE SHEET
	THIS ADREBUTANT made this 17th day of 1910 A 1815 L 1913, by and bowcon	Ħ
	KATA MATE TRUSTE SENSEN FAMILY TRUST	Time of
	hereinafter called the ORANTOR, and King County, Washington, hereincher called the ORANTER.	
	WITHOUSERTIN:	1
	WILIRMAS, the GRANITOR represents and vermute that he is the owner (tended, montaged) of their certain parcel of tenders follows:	4
11231439	Those portlant of Lors 1 through 10; 18 through 21; and, 23 through 22, in Muck 6 of Inglowood as per plat recorded in Volume 2 of Plats, Page 159, Records of King County, [str.; Northersterly of the Northern Partice Railread Company (Burthagon Northern, Inc.) right of way, and Southwesterly of the Israpah-Radujond Revision Recol No. 2 (Taus Lake Sammonthat Parkway Northeast); ALSO known as Northeast Inglewood Util Road Right of Way. Shade In the County of King, State of Washington.	Ė
2112	Whereas, the granted is about to perform considerations work on East lake same amiss parking northeast.	Y
0.	NOW, THRUSPORE, in consideration of the premiers, the GRANTOR homby grants to the CRANTES by this agreement the right to because equipment and to work on the following described local for the purpose of conglugation and construction activities consistent with the purposes of the project:	i.
	A strip of tand 30 feet in width over the above described parcel of fand lying Westerly of and reflected to the Westerly fino of issa quab Radmont Revision Road No. 2 (Bast Lake Samman'sh Farkvery Nautheard lying between Bugineer's Studen 393420, and Englater's Studen 393420, as surveyed by King County Survey No. 16-24-6-10).	
	CONTROL OF STATE OF LINES SCIENCE (AM. of D.Ad. nove, rough or form	
	ALL as could be the busched Exhibit "A."	
	This agreement shall remain in existence well such that as ORANTEE will have fully carried out the original construction accessary to complete the project.	ıı
	BY MITTHESS WHITTEROW, the Still CRANTOR(S) has/here bereams algued the day and year first above written.	
	South South notes	
	GRANTOR ORANTOR	-
	TO BUS TO BE	
	CRANTOR	-
	STATE OF WASHINGTON )	
	CCCNALLA CE KINO	
	On this day personally appeared before me Rhea Bark.	
	to not known to be the individual(s) described in oud who executed the within and largeologic instantant, and acknowledged that the street as	•
	Olyen under my hand not official scal the day and year last above written.	
	- Alde A. S. Sec	
	NOTARY PUBLIC to and for the Stayo or Workshopson,	
	Plantorial My opposition of the Co	

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12/D1/1994

""<del>"" REQUIRES</del>-Hing Co. Records Division-

#### EASEMENT

-69 ---

For and its consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby appropriately appropriately ("Grantor" herein), hereby and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington exponention ("Grantse" herein), for the purposes here'nother set forth, a perpetual essentent over, under, along, across and through the following described real property (the "Property" herein) in KING COUNTY, We shington.

> LOTS \$ 70 20 (MCLUSIVE), BLOCK 6, ANDLOTE 15 TO 40 (INCLUSIVE), BLOCK 7, inglewood audition, according to the platrecorded in volume 3 of plats, page 168, in king county washington, lying westerly of the west margin of east lake bammamish 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 180, RECORDS OF KING COUNTY, WASHINGTON, WHICH UPON VACATION WILL REVERT TO THE POLLOWING DESCRIBED ABUTTONO PREMISES BY OPERATION OF LAW.

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

A Right of Way

Teet in width having follows:

Tout of each width on acchief of a contentine 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 SAMUANISH PARKWAY NE.

- 1. Purpose. Granteo aftell kisva the right to construct operate, maintain, repair, replace, improve, remove, onlarge and use one or more electric transmission and/or distribution systems over and/or under the Economiat Avea, 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 prosessine, 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.

- 2. Access. Granies shall have the right of necess to the Easement Area over and across the Property to anable Granico to exercise its rights becomed. Granico shall repair or rescribilly compensate Granico for any demogra to the Property, including damnage to reads, crops, colveways and fances caused by the exercise of such right of necess.
- 3. Essement Area Clearing and Maintenance. Granics shall have the right to cut, remove and dispose of any and all brush, frees and other vegetation presently existing upon the Essement Area. Grantee shall all the right to control, on a continuing basis and by any protein and reasonable means, the establishment and growth of bush, been and other vegetation upon the Essement Area which could, in the opinion of Grantee, interfers with the exercise of Grantee's rights herein or create a hezard to Grantee's systems.
- 4. Trees Outside Envernent Area, Grantae shall have the right in cut, than, corners and dispose of any 4. Trees footised entire Property Outside the Essement Area which could, in Great set sold digment, 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 country such prior shall be entitled to no compensation for trees and, trimmed, removed or disposed of except for the solutal market volue of merchantolic timber (if any) out 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 betten granted, provided, that Granter shall not executed or molintain any building, structure or other object on the Essement Area, and Granter shall do no blasting within 300 tool 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

FILED FOR RECORD AT REQUEST OF: PURET POWER EMAL ESTATE DEPARTMENT FOLIOX 97034 LILLEVEE, WICHINGTON 96009-9784

ATTENTION: THOM DAVIS

3412010277

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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 assign, a perion or otherwise transfer any or all of its rights, benefits, privileges and detects ordered in and under this covernest. Without smilling the generally of the to regoing, the rights and obligations of the parties shall introduce benefit of and be binding upon their respective successors and assigns.

Doted this 21 5' day of November 18 99 GRANTOR Jenson Family Trust, by Rhog Bark, Trustee

STATE OF WASHINGTON ) ES COUNTY OF

On this 21st day of 100 Emiles 19 90 before me, a Notary Public in and for the State of Washington, city commissioned and sword, personelly approxed Rhea Bark, Truston, for the Jensen Family Trust, who executed the within and foregoing instrument, and extensively do the said instrument to be their the and voluntary and and closed as Trustees, for the uses with plut trust there is mentioned.

Witness my head and official seat the day sharp and the same where.

ond for the State of Washington,

in axpires <u>11-15-9</u>7

9412010277

94281-027-

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 3 day of Atlan , 2006

BY: AlMon

Deed of Right to Use Land for Pu	blic Recreation Purposes
STATE OF WASHINGTON ) SS.	
COUNTY OF KING )	
personally appeared Mark Issa known to be the Division Director County, and that he/she executed the sealed the same as the free and volu	day of Arca
WITNESS my hand and official sea	I the day and year in this certificate first above written.
HOTARY OBLIC	Neir I DE GOOSEL Printed Name
2081/c	Notary Public in and for the State of Washington, residing in Kind 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 202<sup>nd</sup> 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 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 16<sup>th</sup> 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 (Northcast 16<sup>th</sup> 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, Iying 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

**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 – 228<sup>th</sup> Avenue SE Sammamish, WA 98075

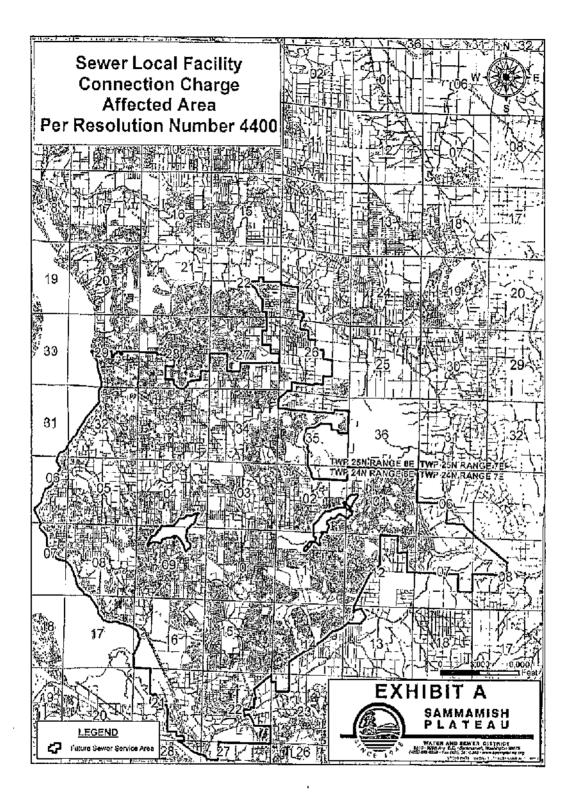


# NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR SEWER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference#'s	: NON	R	
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228 <sup>th</sup> Avenue SE Sammamish, WA 98075		
Grantec(s):	The P	ıblic	
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 hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on September 2, 2014 approved a Regular Sewer Local Facility Connection Charge by the adoption of Resolution Number 4400, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's sewer system.



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

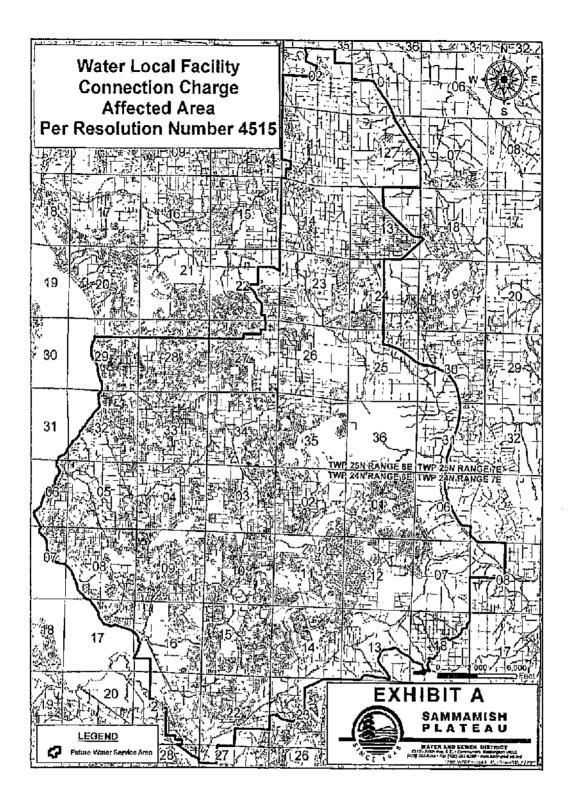
20150824000615 SAMPLISH PLAT N PROSE -001 OF 607 P 08/724/2015 09:40

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

Reference #'s:	NONE	
, ,	Sammamish Plateau Water and Sewer District 1510 – 228 <sup>th</sup> Avenue SE Sammamish, WA 98075	
Grantee(s):	The Public	
Legal Descripti	ion: 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 (hat 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

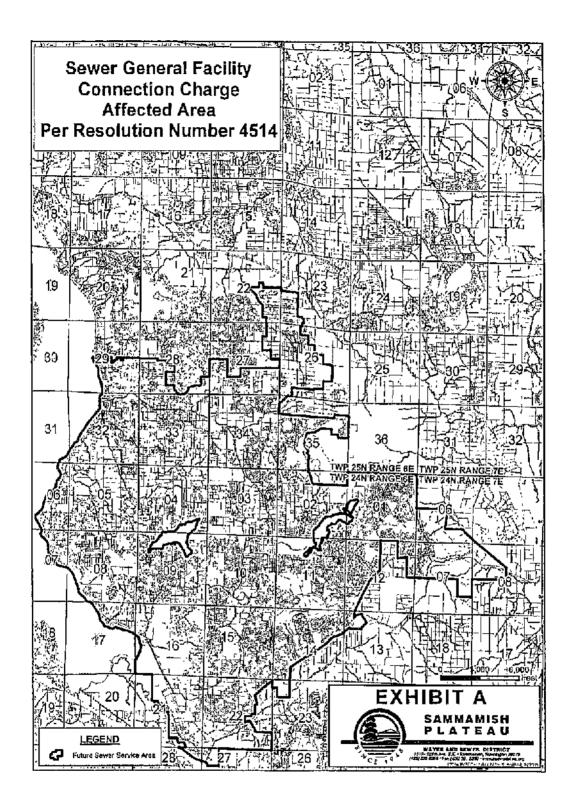


# NOTICE OF ADOPTION OF CONNECTION CHARGE SEWER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	: NÓN	E ´	
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammamish, WA 98075		
Grantee(s):	The P	ublic	
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 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

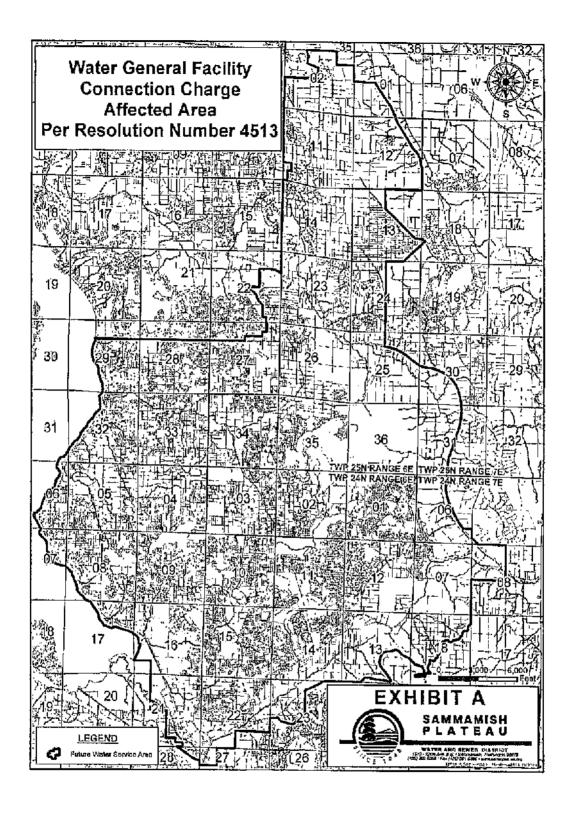


# NOTICE OF ADOPTION OF CONNECTION CHARGE WATER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	NONE	3
Grantor(s):	Sammanish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammanish, WA 98075	
Grantee(s):	The Public	
Legal Descript	iion:	Section, Township North, Range East Additional legal description is on page(s)2 of document in the form of a map.
Tax Parcel ID:		<u>.</u>

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 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.



# HUTCHINSON

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SAMMAMISH

DESCRIPTIONS

Taglewood, Washington Territory recupies all of Lois 8 a 4 cercl Reciging at og 1,00% & 4 EREC. S.E. H. A. Ferry County Meetingles Certhary. The instact Fines is the South Fast Corner of said Section. 20. F.85. N. R. G. E. W. 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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by I. Paul The Storeson her Moorney in face.

John L. Lycr

Water

by John I. Syer . hor Alternoyn fint C Rugena Orașiis 😿

Actinowledgmente.

Texritory of Hashington County of Hing

This is to certify that on the 22th day of July A.D. 1889, before me a Notary Public in and for Mon-ugton Herictory, day some missioned and swarn personally appeared I Pant Habelinson for appeared I Plant Hateries for facts from facts of the straight and as alternacy in facts for the right for the mist fault for the mist for the mist for the mist fault for the mist for fault for the mist fault for the fault for function to me knowly to be the cuclividuals, described as and mist described to be the cuclividuals, described to be the cuclividuals, described to and who executed their instrument and actionstateet that they signed and sealed the equat may eigened und secusia are want in their free and relations will used about anot respectively us the free and voluntary act and sead of the said Miland Philiphiana and the and Indone 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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Salph G Stacy County Treasurer by Theo. Christy Deputy wh by 88

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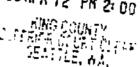
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# **EXHIBIT A**

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 JUDGMENT AND DECREE QUIETING TITLE

(Clerk's Action Regulred)

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

Defendants.

onn Doe Property Owners

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 Legree 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 clint \_/0/5/95 LARRY SETCHELL PR. P.O. Box 940 Veshor, Washington 9200 206/292-9333

CASH ADG O DISB ACCTG

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portion Description.

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incorporated by reference, lying adjacent to Lots 16 and 17, Block 6, of the plat of Inglewood and to portion of Government Lot 2 of the Northwest quarter, Section 29, Township 25, Range 6, in fee simple, and quieting title in favor of Plaintiff in fee simple against any claim of Defendant King County. This Judgment is binding on the parties without prejudice to the rights of anyone not a party to this action whose rights or claims do not derive from a party to this action.

DONE IN OPEN COURT this 12 day of April, 1995.

dudge/Court Commissions

Presented by:

LARRY SETCHELL, P.S.

By Sam Dittlet
Larry Setchell, WSBA 14659,

Attorney for Plaintiff

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

NORM MALENG, King County Prosecuting Attorney, Civil Division

By Dennis C. McHahon,

WSBA #15838, Senior Deputy Prosecuting Attorney,

Attorney for Defendant King

County

Stipulated Judgment and Decree Quieting Title -2-

NO. 4888 P. 10/23

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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 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 East Lake Sarmamish Parkway Northeast.

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INGLEWOOD BEACH CLUB INCORPORATERECO F
BYLAWS RECEPT

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 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
   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 Trustees shall deem necessary.

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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 antitled to one vote. A majority shall be required to carry a notion.

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 President may direct.

...

3.3) Secretary
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
direct.

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

- A.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) Biability 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) Bffect 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 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.

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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.

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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.

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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.

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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

Faul S. Micciolio

Faula S. Niecestro

Secretary

Man Gordon

Trustee

Amy MacAuley

Amy MacAuley

State of Washington, County of King



Kinkerly Jo Barnet

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

Mie LNECE 10000 Bened Club Mies Plo Rox 753 Bromono, WA 98053

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EASEMENT

-01---

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 hardnake' set forth, a perpetual essement over, under along, across and through the following described real property (the "Froperty" herein) in KING COUNTY, Washington.

Lots t to 20 ( Nolusive), block  $\theta_t$  and lots 36 to 40 (McLusive), block  $T_t$ INGLEWCOD ADDITION, ACCORDING TO THE PLAT RECORDED INVOLUME 3 OF PLATS. PAGE 160, IN KING COUNTY WASHINGTON, LYING WESTERLY OF THE WEST MARGIN OF EAST LAKE SAMMANISH PARKYYAY NE., IN KING COUNTY WASHINGTON, LEGS COUNTY ROADS AND LESS BURLINGTON NORTHERN RAILWAY FIGHT OF WAY; TOGETHER WITH THAT PORTION OF 2020D AVE. NE (FORMERLY ILLINOIS AVE) AS INDICATED ON THE PLAT OF MILLEWOOD, VOLUME 3 OF PLATE PAGE 109, RECORDS OF KING COUNTY, WASHINGTON, WHICH UPON VACATION WILL REVERT TO THE FOLLOWING DESCRIBED ABOUTING PREMISES BY OPERATION OF LAW.

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

(the "Easoment Area" herein) described he follows:
A Right of Wey - feet is width heating - described as follows: 

> A STRIP OF LAND 15 FEET IN WIDTH LYING WITHIN THE ASC VS DESCRIBED PROPERTY. BEING PARALLEL WITH AND ADJOINING THE WEST MARGIN OF SAID EAST LAKE BAMMAHISTI PARKWAY NE.

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 feelilties. Poles applyor towers with crosserins, braces, guys and enchors; electric

transmission and distribution lines; fiber optic cable, communication and systems interested the systems of the

- 2. Access. Grantou shull have the right of access to the Easement Area over and across the Property to anable Grantes to exacts tits rights hereunder. Grantes shall repell or reasonably components Granter for any damage to the Property, including damage to roads, crops, of verways and lances caused by the exacts of such
- 3. Essembnit Area Clearing and Maintenance. Grades shall have the right to cut, remove and dispose of any and all brush, trees and other vegetation presently existing upon the Essement Area. Candro shall also lake the right to central, one continuing basis 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 Grantee, trienfore with the exercise of Grantee's rights herein or create a hazard to Grantee's systems.
- 4. Trons Outside Ecsement Area. Granton shall have the right to cut, thin, remove and dispose of any trons located on the Property outside the Essement Area which could, in Giernbe's sole judgment, interfere will or create a hexard to Grantock systems. Granton shall, prior to the exercise of such right, identify such trees and make a reasonable stort to give Grantoc prior notice that such trees will be cut, informed, removed or disposed of except that Orantoc shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or disposed of in respects to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantoble timber (if any) out and removed from the Property by Grantee.
- 6. Grantor's Use of Essement Ares. Grantor reserves the right to use the Essement Ares for any pulpose not inconsistent with the rights herein granted, provided, that Grentor shall not construct or maintain any building, situature or other object on the Essement Ares, and Grantor shall do no blasting within 300 feet of Grantor's systems without Granton's prior written consunt.
- Indemnity, Grantoe agrees to indemnity Crantor from and against liability incurred by Grantor as a result of Grantoe's negligence in the exercise of the rights baseln granted to Grantoe, but notifing herein shall require Grantoe to indemnity Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

786 32 8-88 Trensmasion JO/9407603-X01 286-1158128

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

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8. Successors and Assigns. Granton shall have the right to assign, a portion or otherwise transfer any or all of its rights, benefits, privileges and interests attains in and under this ensurement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and easigns.

Dated this 212 day of November 18 94 GRANTOR

Jonson Family Trust, by Rhoa Bark, Trusteo

STATE OF WASHINGTON ) SS

On this 21st day of November 19 79, before me, a Notary Public in and for the State of Washington, duly commissioned and sworm, personally appeared Rinas Bark, Trustee, for the John on Family Trust, who executed the while and torogoing instrument, and school and the said instrument to be their free and voluntary act and does as Trustees, for the user with November therein mentioned.

Witness my hand and official seal tax days with the Trustees for the said tax days with the state of Washington.

and for the State of Washington, n expires <u>//-/5-97</u>

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22 W. 12.

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

EXCISE TAX NOT PEQUIRED

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

Grad by 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)

proceeding all covering

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. Johe. 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. 95-2-16634-9, and for other valuable consideration, the parties hereby enter into the following agreement on behalf of themselves, their heirs, successors and assigns:

- 1. Access Fasement. [IfT conveys and grants a permanent, non-exclusive appurtunant easement for ingress and opens over, across and upon a portion of vacated N.E. 16th Street (hereinafter "Access Fasement") 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. Philities Easement. [FT boreby 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 easoment shall be exercised as follows:

[a] Jobe shall provide JFT with a written notice of Jobe's intent to exercise the option. The notice shall include (I) Jobe's address and phone number. (ii) a date, no less than 30 days from the date of the notice, that Jobe would like to close the transaction, 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.
- 13.1 The parties agree they both have the right to use the Roadway Improvements to provide ingress and egress for up to two single family residences on property presently owned by JFT which is 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 Proporties), 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 loglewood 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 improvements for motor vehicle access. John shall indepnify, 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 insiness 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 Cace 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 maintenance 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 Across Essement, provided, however, if the Roadway Improvements are ever taxed separately, Jobe shall pay the real estate taxes on the Roadway Improvements so long as JFT does not use the Roadway Improvements for motor vehicle access. If the Roadway Improvements are taxed separately and are used jointly for motor vehicle access, both JFT and Jobe shall each pay one half of the taxes.
- 3.7 If the design or construction of the Roadway Improvements needs to be modified to allow access to the 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 Crossing.</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

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 Johe. For three years from the date of this agreement, IFT grants to Johe the non-exclusive option to purchase the second class shorelands abutting any lot in block 5 for \$2,500 per let if Johe 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 Johe has a right to purchase the shorelands.

The option to acquire the shorelands easement shall be exercised as follows:

- (a) Jobe shall provide [PT 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 absonce 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. <u>Costs of Future Roadway Improvements.</u> 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 fobe 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.

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 hoirs, 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.

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 bowever, 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.

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

DATED:

DATED:

JOBE REVOCABLE TRUST

By

Joseph H. Jobe, Co-Trustee

By

Shirley A. Jobe, Co-Trustee

By

Stephanie A. Jobe

DATED:

David Bark

Dinne Bark

Dinne Bark

Claudia Bark

Claudia Bark

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 building permit for the construction of a single-family residence, except however, if prior to January 1, 2007, either party is required, as a condition of obtaining a residential building permit to construct the third or fourth residence served by the roadway, to upgrade the roadway from its current status as a driveway serving two single-family residences only, the other party, its heirs successors or 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 Bollars). The party building the residence shall pay all costs of required roadway improvements in excess of Thirty Thousand Dollars.

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

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	TOBE REVOCABLE TRUST
	Bylosoph H. John, Co-Trustee
	Iosoph H. Johe, Co-Trustee
	By
DATED:	Shirley A. John, Co-Trusten
	Mark J. John
	Stephanu A. Jobe
DATED:	
	WINSEN FAMILY TRUST
David Bark	By John Schaller, Trustee
·	Terrange
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.

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

DATED:

JOBE REVOCABLE TRUST

By

Joseph H. Jobe, Co-Trustee

BV

Shirley A. Jobe, Co-Trustee

DATED:

Mark J. Jobe

DATED:

David Bark

Diane Bark

Claudia Bark

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 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,

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>	JOBE REVOCABLE TRUST
	By Joseph H. John Co-Truston
	Shirley A. John, Ko-Trustee
DATEO:	Mark J. John
	Stephanle A. John
	Stephanie A. Jóbe
DATED:	JENSEN FAMILY TRUST
	By
David Bark	John Schaller, Truston
Diane Bark	Claudia Bark

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Jabe, personally known or having Revocable Trust, the Trust that ex- instrument to be the five and volu- mentioned, and on only stated that	presented satistic ecuted the foreg ptagy act and do t they are autho	y of
		Print Name: Notary Public in and for the State of Washington, residing at Expiration date:
STATE OF WASHINGTON	) ) ss	
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jobe, husband and wife, personall individuals described in and who	le known or have executed the ware act and deed	ring presented stassations extreme to the stage of filling instrument, and acknowledged that they signed for the uses and purposes therein mentioned a riay and year in this certificate first above written.  Print Name.  Notary Public in and for the State of Washington, residing at
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iole, husband and wife, personal milyiduals described in and wife the same as their free and volume WITNESS MY HAND and WITNESS MY HAND and STATE OF WASHPICTON COUNTY OF EING CLARK THIS IS TO CERTIFY the and for the State of Washington, or having presented satisfactory of executed the foregoing in-trustee art and deed of said Trust for the allocation to said the said decides and the s	ic knowle or law executed the executed the way act and deed official seed the lofficial seed the lofficial seed the lofficial seed the seed the seed the seed the seed the lofficial seed the lofting the lofficial seed the lofting the loftin	ring presented stassations extreme to be the signed filling instrument, and acknowledged that they signed for the uses and purposes therein mentioned a riay and year in this certificate first above written.    Print Name

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TRICIA L. BOYD MOTARY PUBLIC MYATY OF KANAGA WITNESS MY HAND AND OFF		Print Name: TRICHT LIVYD Notary Public in and for the State of Westborgton, residing at Law 2006; KS Expiration date: 11 9 2000
STATE OF WASBINGTON	1	- » [   <del>                                  </del>
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	ht. danid	. 1997, before me, a Notary Public, in
Topegoing instrument, and acknowledge of said Trust for the uses and purposes these into the said document.	ed the saul insh Oberem mento	rhial described in and who executed the amount to be the free and voluntary act and deed ned, and on oath stated that they are authorized and year in this certificate first above written.  Print Name Notary Public in and for the State of Washington, residing at Expiration date.
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baying presented satisfactory evidence foregoing uniforment, and acknowledged of said Trust for the uses and purpose to make the said document	e in he the indivi ged the said just s therein mentio	. 1997, before me, a Notary Public, in and sworn, came Diane Bark, personally known or idual described in and who executed the rumant to be the free and voluntary act and deed and, and on oath stated that they are authorized and year in this certificate first shove written
		Fort Name. Notary Public in and for the State of Washington, residing at
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CACTORONO	bringing instrument, and acknowled said Tries for the uses and purp to execute the said document WITNESS MY HAND and	ladged the said it oses therein mer official sixil the c	dividual discribed in and who executed the estrument to be the free and voluntary act and deed binned, and on each signed flue her are authorised day and years thus confusations, above written.  Print the Confusion of the State of Washing of State of Expiration and Confusion State of Expiration Confusion State of
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	and for the State of Washington, of having presented ransiactory evid- foregoing instrument, and arknow of said Trust for the uses and purp respectite the said document.	uty ammissions game to be the included ledged the said it osos therein med	of1997, before me, a Notary Public, in id and sworn, Game Diane Bark, personally known or dividual described in and who execute dithe astronomic to be the free and voluntary act and deed attorned, and on oath stated that they are authorized day and year in this certificate first above written

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or having presented satisfactory or foregoing instrument and acknow of said Trust for the uses and purp to execute the said document.	ridence to be the lodged the said i loses therein me	y of
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		Notary Public, in and for the State of Washington, residing at
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to execute the said document	with Highlans Blob	extracted described in and who executed the extracted to be the free and voluntary act and deed stioned, and on oath stated that they are authorized av and year in this certificate first above written.  Print Name.  Netary Public in and for the State of Washington, residing at Expiration date:
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toring presented satisfactory eyiden or going instrument, and acknowle	or in be the myl	of

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:

10740 pho246

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.

The "Jobe Revocable Trust Property" includes:

Lots 13 through 17 and Lots 21 and 22 of Block 5. Plat of Inglewood, recorded in Volume 3, Page 169 of Plats, records of King County, Washington.

The "Mark Jobe Property" includes:

Lots 11 and 12 of Block 5 Plat of Inglewood, recorded in Volume 3, Page 169 of Plats, records of King County, Washington.

After Recording Return	TO:
4	_

# EASEMENT FOR UTILITIES

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

	("Grantor") is the owner of the property legally
	described on Exhibit "A". (Tax Parcel No)
lere	after referenced as Granton's Property
).	("Grantee") is the owner of the property legally described as follows:
	Lots 11-17, and Lots 21 and 22, Block 5, Inglewood Addition Plat,
	Vol 3 of Plats, page 169, records of King County, Washington

Hereafter referenced as 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 Granties a non-exclusive perpetual easement for underground utilities over, under and across that portion of Parcel "A" () adjacent to and/or along the payed 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.
- 12 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

EXRIBIT D



construction, maintenance and regrain 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		GRANTEE
Dated:	<del></del>	Datnd:
Dated:	<del></del>	Onted:
STATE OF WASHINGTON	) ) 55	
On this day personally appeared to be the individuals described in a	f efore me Id who executed the within d instrument as a free and v	to me known and foregoing instrument, and acknowledged younlary act and deed for the uses and purpos
GIVEN under my hand	and official seal this _	day of
	Washing	nte Y PUBLIQ in and for the State of ttor, rasiding at mission expires

E in pope diesemi And

Page 2 of 2

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

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# 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 REPUBLIAN IN STANDARD THAT THE PERSONNEL SAN TOWNSHIP THAT THE PERSONNEL SAN THE PERSO

FURTHER DESCRIBED ON EXHIBIT "A".

ASSESSOR'S PROPERTY TAX PARCEL NO:

Unknown. (The property is a portion of a vacated roadway.)

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# AFTER RECORDING RETURN TO:

B<del>arry Solute</del>ll DAPPIL A. DEUTICH P.O. BOX 21846 THIEC LAKE BELL DR. #100 Saeltle, 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:

# 1. 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



PAGE 882 DF 885 19/28/1999 15 67 KING COUNTY, NA

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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 Schaller, Co-Trusten Dated: August 24, 1999	By Joseph H. John Co-Truston Deted:
y	by Shirley a John Shirley A. Jobe Co-Turstee
	Mark J. Jobe Ladividually
	Stephanic A. Jobe, Individually

Page 2 of 3



19991028881459 PAGE 063 OF 063 18728/1999 15 67 8700 COUNTY, 49

STATE OF WASHINGTON COUNTY OF HAVE

I certify that I know or have satisfactory evidence that John Schaller is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as a Co-Trustee of the Jensen Family Trust to be the free and voluctary act and deed for the uses and purposes mentioned in this instrument.

GIVEN under my hand and official seal this 244day of Print Name NOTARY PUBLIC in and for the State of Washington, residing at Boulder My commission expires 10-25

STATE OF WASHINGTON 55 COUNTY OF KING

I corrify that I know or have satisfactory evidence that Joseph H. Julic and Shirley A. Jobe are The persons who appeared before me, and said persons acknowledged that they signed this instrument, on eath stated that they are authorized to execute the instrument and acknowledged it as a Co-Trustees of the fold that they signed the free and voluntary act and deed for the uses and purposes mentioned to be the true.

nd official scal this Profit Name Sylvia E. Tilom MOTARY PUBLIC: in and for the State of Washington, residing at Dellegan .THOMSON My commission expires\_

STATE OF WASHINGTON COUNTY OF KING

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 see and voluntary act for the uses and purposes mentioned in this and acknowledged instrument.

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

GAUSERSELXSBARKYENSNYAM TESAMILITY.KAS

Page 3 of 3



19991028081469 PACE 804 OF 005 18/28/1999 [5 65 KING COUNTY, LA

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# 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.

PADO LAS

19991820881469 PROE 005 OF 905 18-26-1999 15 67

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>357530-0260</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 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

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# Deed of Right to Use Land for Public Recreation Purposes

recreation purposes for which state assistance was originally granted will be substituted in the manner provided in RCW 79A.25.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 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.

iveed of Right to ose Land (0) Ful	one Recreation Purposes
STATE OF WASHINGTON ) SS.	•
COUNTY OF KING )	
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 Agilia , 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 actary act and on eath 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 CDE GOOSEL Printed Name
20170	Notary Public in and for the State of Washington, residing In Kanal County.
WASH WASH	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 202<sup>nd</sup> 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 16<sup>th</sup> 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 16<sup>th</sup> 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 Issaquab-Redmoud 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

TEXAS

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 – 228<sup>th</sup> Avenue SE Sammamish, WA 98075

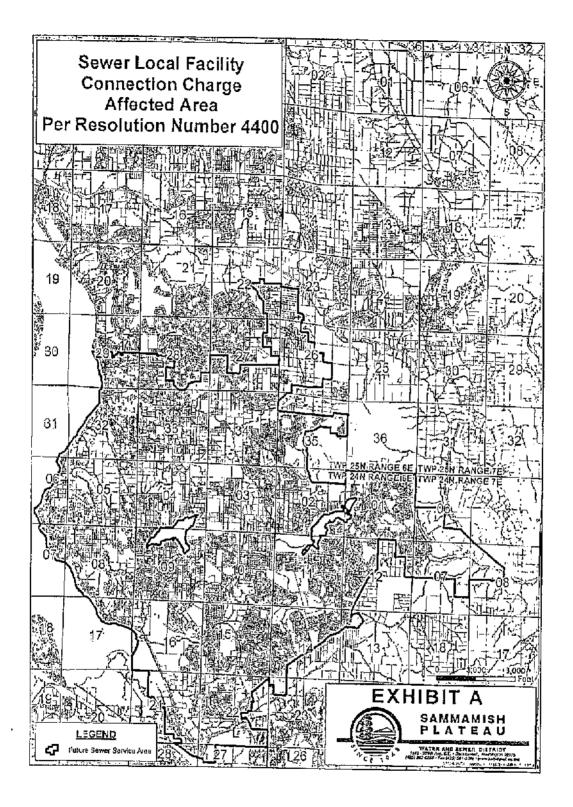


# NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR SEWER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	NON	3
Granter(s):	1510 -	amish Plateau Water and Sewer District 228 <sup>th</sup> Avenue SE amish, WA 98075
Grantec(s):	The Pu	blic
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 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

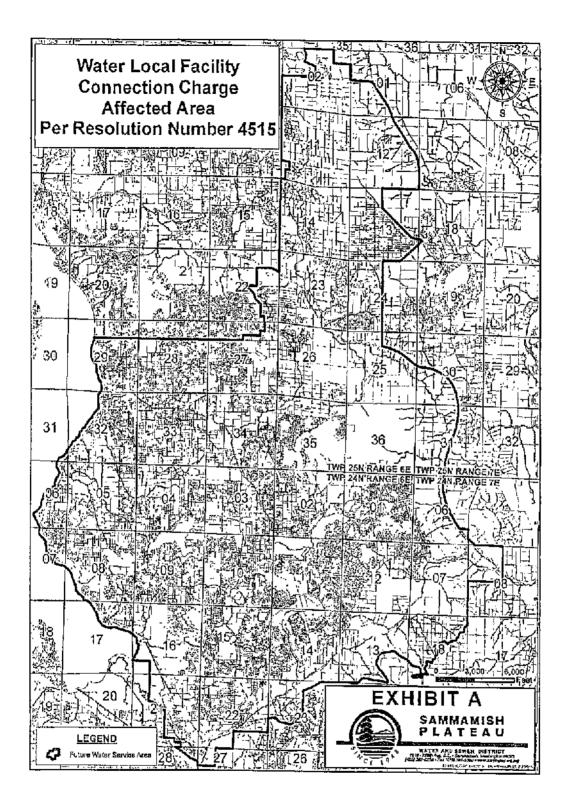


# NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR WATER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	: NON	E
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228 <sup>th</sup> Avenue SE Sammamish, WA 98075	
Grantee(s):	The Po	iblic
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	; <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 – 228<sup>th</sup> Avenue SE Sammamish, WA 98075

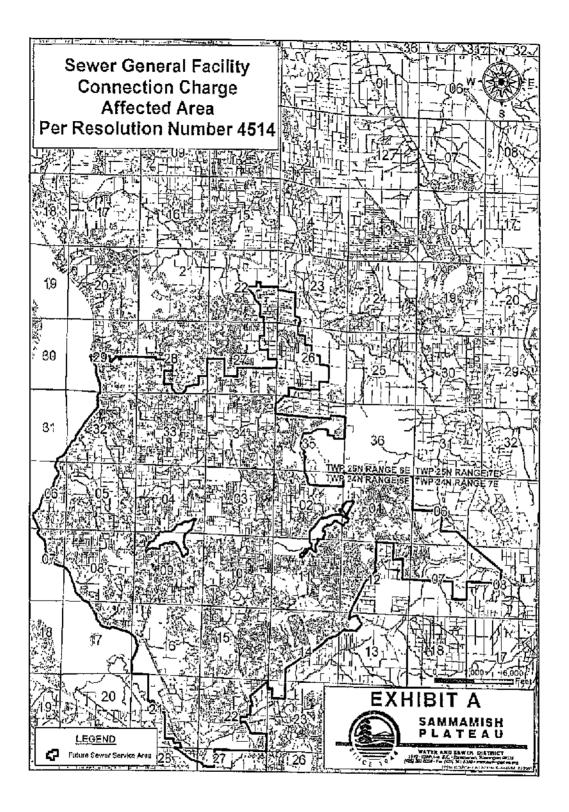


# NOTICE OF ADOPTION OF CONNECTION CHARGE SEWER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	NON	·
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:	:	

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.



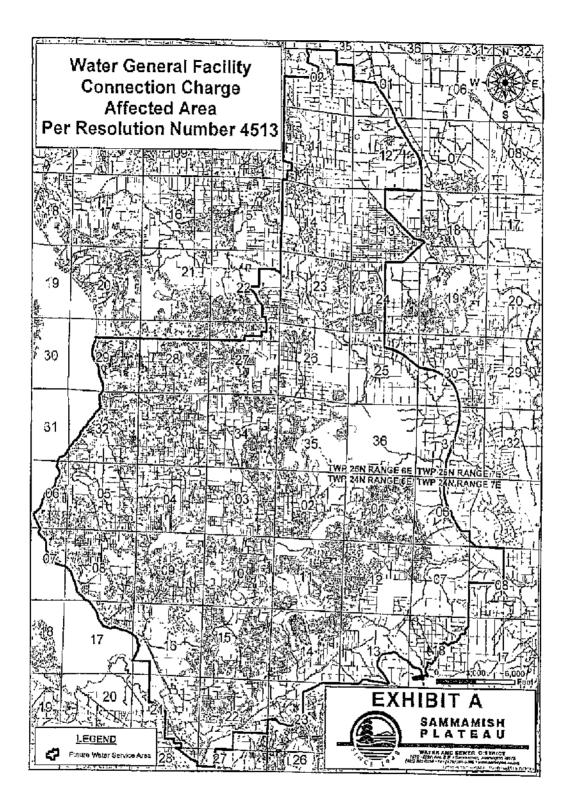
Sammamish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammamish, WA 98075



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

Reference #'s	: NON	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	:	
District Board	l of Con e adopti	n pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer amissioners on July 20, 2015 approved Water General Facility Connection on of Resolution Number 4513, affecting the property indicated on Exhibit

These charges are due and payable when property owners seek to connect to or use the District's water system.



# HUTCHINSON

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# 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 ure as shown on plat.

#### DEENCATION.

How all Men by these pro that we I Paul Muchinesa 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 public forgets one hinds and one things this 28th day of they A.D. 1900.

1. Pout the Extra serve &

Mice M Knieživson. by T. Poul Hatchineses her Resorvey in fact.

John L. Slyer

by John L. Syer . Ker Metorneyin fine C. Bugene Chapin 😿

Machine

Admondedgment.

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 com neissioned and swarn, personally appeared I Paul Hatchinson, for exposered I. But Hatderisson for trunsof and as elitermost in fact. for his nife, Alter for himself and see theories in frankfor his nife business. It spen and C. Bugene (haping for fimeelf alone, to me knowing to be the individuals, in-scribed to be the individuals, ininstrument and acknowledged that they signed and sealed the tion they eigher mea reason one base is their free unt resurcting as all producting we the free and voluntary ust and deed of the said. Aliend, Hillerimon and the end bushess 1. Pyer for the uses and prarposes Ocercia mentionest.

Circu under my hand and offcial sent this es day of July A.D.1880.

Il. Willis Corr Notary Public



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TO REPORT OF THE WAY TO A STREET to be sure at Res. (in test in

BESTOP MAILABLE

12 -

90705716 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.

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 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 Trustees shall deem necessary.

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 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

  Back 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.

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.

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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 Ring County, Wa, lying southwesterly of Inglewood Hill Road) commonly known as "the Triangle" is set swide 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.

2005161175



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.

.2.31

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.

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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 Regularements
  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 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.

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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. Nel	Lson
Vice-President L. Bruce M. Evar	15
Treasurer Paula J. Michoto Paula S. Nied	estro
Secretary Aug Gordon Nan Gordon	
Trustee Any MacAulay Amy MacAulay	
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 DE KINDER

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

whitess Plo Pox 753

REOMOND, WA. 98053

IO5161176

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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.

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 Affice , 2006, before me the rathe State 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 attary 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 SUBLIC	Neic 1 DE Goodet  Printed Name
OUBLIG 28. 28. 28.	Notary Public in and for the State of Washington, residing In Kink County.
Was Was William	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 49, 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 305121.

#### PARCEL C:

Ail that portion of Illinois Avenue (also known as 202<sup>nd</sup> 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 these 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 16<sup>th</sup> 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



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-6329-00007867

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 – 228<sup>th</sup> Avenue SE Sammamish, WA 98075

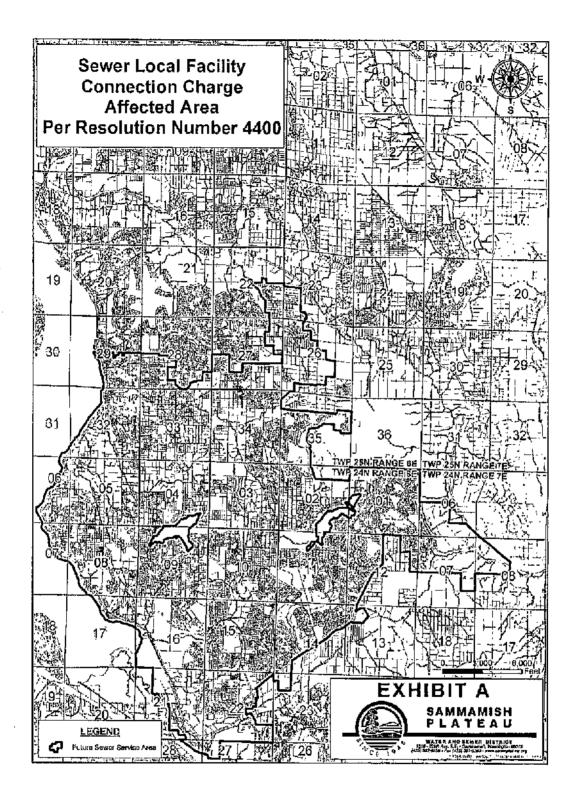


## NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR SEWER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	: NON	Ē
Grantor(s);	Sammamish Plateau Water and Sewer District 1510 – 228 <sup>th</sup> Avenue SE Sammamish, WA 98075	
Grantee(s):	The Pu	ablic
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	:	

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

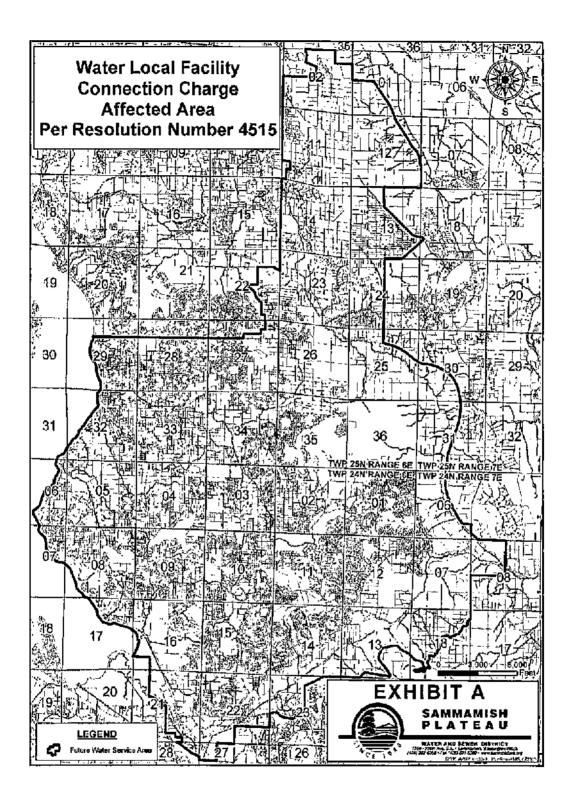


# NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR WATER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s:	: NONI	3
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	:	
		·

Notice is hereby given pursuant to RCW 65.08 that the Sammamish Plateau Water and Sewer District Board of Commissioners on July 20, 2015 approved a Regular Water Local Facility Connection Charge by the adoption of Resolution Number 4515, affecting the property indicated on Exhibit "A" attached hereto.

These charges are due and payable when property owners seek to connect to or use the District's water system.



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

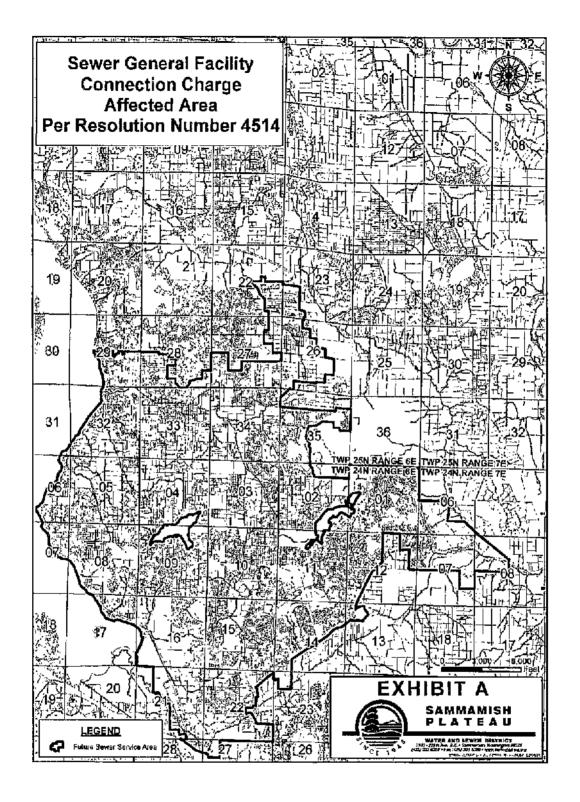
20150824000616 SAMMANISH PLAT N 73.00 PAGE-001 OF 002 00724/2015 09:40

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

Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammamish, WA 98075	
Grantee(s);	The Pr	ablic
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		

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

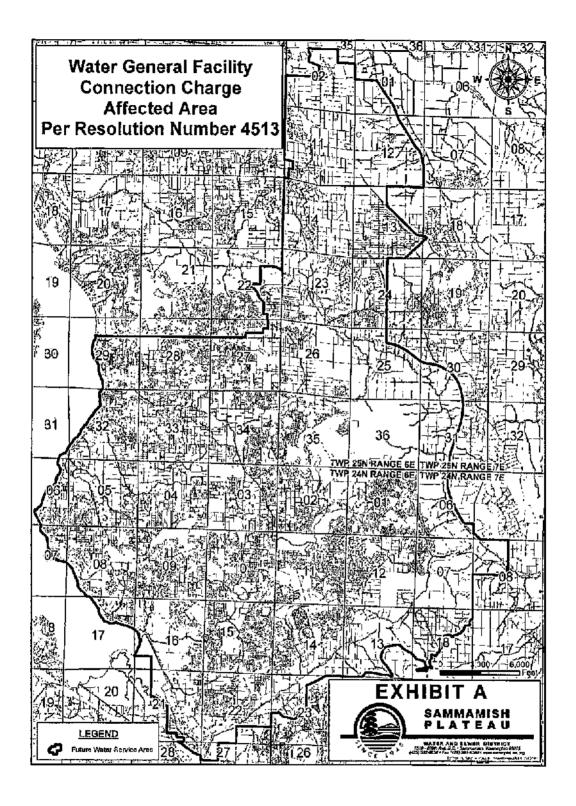


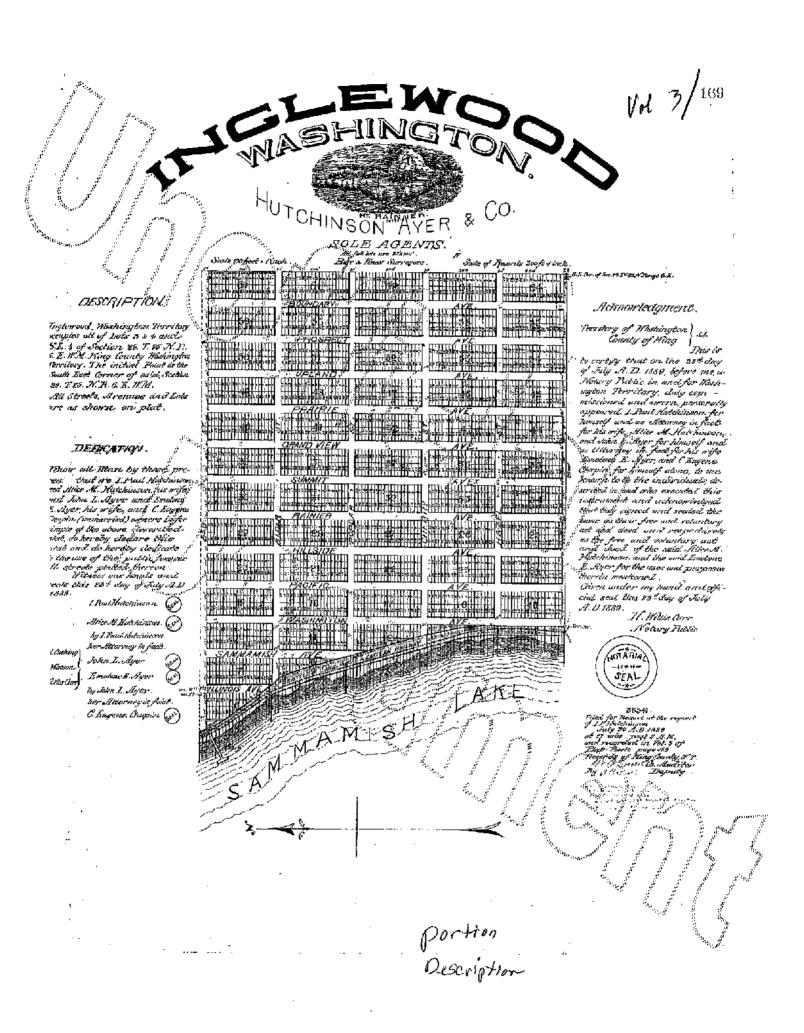
#### NOTICE OF ADOPTION OF CONNECTION CHARGE WATER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	: NON	E
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228 <sup>th</sup> Avenue SE Sammamish, WA 98075	
Grantee(s):	The P	ablic
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	:	

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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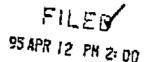


EXHIBIT A

STREET 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, & Washington municipal corporation, and John Doe Property Owners 1-5,

Defendants.

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fully shown and described in Exhibit "A", attached hereto and Stipulated Judgment and Decree

Quieting Title -1-

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

THIS MATTER having come on regularly for hearing this day

before the court, Plaintiff Jensen Family Trust having appeared

Attorney, through Dennis C. McMahon, Senior Deputy Prosecuting

King County being represented by Norm Maleng, Prosecuting

Attorney, as attorneys for Defendant King County and said

by its attorney Larry Setchell of Larry Setchell, P.S.; Defendant

Larry Setchelil P.

P.O. Box 940 Vashon, Washington \$8070 206/292-9333

CC, TO CLIENT

portion Description

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incorporated by reference, lying adjacent to Lots 16 and 17, Block 6, of the plat of Inglewood and to portion of Government Lot 2 of the 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/Court Counts Loner CHARLES V. JOHNSON

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Presented by:

LARRY SETCHELL, P.S.

16 17

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Larry Setchell, WSBA #4659, Attorney for Plaintiff

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Approved as to Form and Entry; Notice of Presentation Walved; Consent to Final Hearing:

NORM MALENG, King County Prosecuting Attorney, Civil Division

By

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

Stipulated Judgment and Decree Quieting Title -2-

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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 5 10.32 BYLAWS RECFEE 2.00

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ARTICLE 1, MEMSERSHIP

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 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.
- 2.3) Term

  The term of office of the Trustees of the Corporation shall be for twelve months, October 1 to September 30. A three-month training period shall precede the term of office, July 1 to September 30.
- 2.4) Meetings The Board of Trustees of the Corporation shall hold an annual meeting of the membership in the spring of each year and such special meetings of the membership as the majority of the Trustees or the president of the Board of Trustees shall deem necessary.

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- 2.5) Voting
  Each member of the Board of Trustees shall possess one vote in matters that come before the Board. Four Members of the Board of Trustees must be present for voting matters. Three votes shall be required to carry a motion, At any meeting of the membership of the Corporation, each member so present shall be entitled to one vote. A majority shall be required to carry a motion.
- 2.6) Trustee Removal
  Any Trustee may be removed from office by a two-thirds vote of the members attending a meeting of the membership called by the Board of Trustees. Notice of such proposed removal must be given to the Trustee sought to be removed by registered mail prior to the meeting at which the removal is to be voted upon. A Trustee shall be removed following two unexcused absences from meetings of the Board of Trustees.
- 2.7) Trustee Replacement Any vacancy occurring on the Board of Trustees by reason of the death, resignation, or removal of a Trustee shall be filled by appointment by the remaining Trustees. Such appointee shall serve during the unexpired term of the Trustee whose position has become vacant.
- 2.8) Spending Limitation

  The Board of Trustees shall limit their annual aggregate non-routine expenses, including but not limited to capital expenditures and legal expenses, to 25% of the prior years dues collections. Expenditures in excess of 25% must be approved by a two-thirds majority vote of paid members present at an annual or special meeting of the membership where written notice of the meeting is given to all paid members disclosing the amount and purpose of the proposed excess non-routine expenditures.

#### ARTICLE 3, DUTIES OF OFFICERS

- 3.1) President
  The President of the Board of Trustees shall supervise all activities of the Corporation; execute all instruments in its behalf; preside at all meetings of the Board of Trustees and of the membership of the Corporation; call such meetings of the membership as may be deemed necessary, other than the annual meetings of the membership; and perform such other duties usually inherent in such an office.
- 3.2) Vice-President
  The Vice-President of the Board of Trustees shall act in the President's absence, and perform other such tasks as the President may direct.

- 3.3) 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.

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- 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.

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

The Inglewood Beach Club property (lots 14, 15, 16, 17, of block 4, Flat of Inglewood, as recorded in Volume 3 of Flats, page 169, records of King County, Wa.) commonly known as "the Beach", 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 disburgement 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.

5.2.31

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.

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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.

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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 De Bruce M. Evans

Treasurer Faula J. Micholo Paula S. Niecestro

Secretary Man Gordon

Trustee Any MacAuley

State 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.

HOTARY OF WASHINGTON

Kin books Jo Barnet

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

nne INECE 10000 BENEH CLUB Whes Plo Box 753 REDMOND, WA. 98053

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EASEMENT

For and in consideration of One Oolter (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, JENSEN FAMILY TRUST, by RHEA BARK, TRUSTEE ("Granbor" herein), hereby conveys and winning to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ("Grantee" herein), for the purposes here reflect set forth, a payotual essentant over, under, elong, screek and filtrough the following described real property (the "Property" herein) in XING COUNTY, Washington.

LOTS 1 TO 28 (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 BURLINGTON MORTHERN RAILWAY RIGHT OF WAY; TOGETHER WITH THAT PORTION OF 202ND AVE. NO (FORMERLY ILLINOIS AVE) AS INDICATED ON THE PLAT OF INGLEWOOD, VOLUME 3 OF PLATS PAGE 160, RECORDS OF KING COUNTY, WASHINGTON, WHICH UPON VACATION WILL REVERT TO THE FOLLOWING 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 Area" herain) described as follows: A-Right of Wey \_\_\_\_\_\_ foot in width her described as follows:

> A STREP OF LAND 15 FEET IN WIDTH LYING WITHIN THE ABOVE DESCRIBED 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 electric 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
- Septing at facilities. Poles and/or towers with prosessine, braces, guys and anchors; phot/ide transmission and distribution lines; fiber optic cable, communication and signal times; transformatic.

   L. Underground facilities. Underground conduits, pobles, yoults, municipes, switches and transformatics, servicional facilities and mounted facilities and as pads, transformatic and switches; fiber optic cable, procedures and switches; fiber optic cable, and services from the 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. Accests. Graning shull have the right of piccess to the Eastment Area over and excess the Property to enable Granite to exercise its highly berequider. Granice shall repair or reasonably compensate Graniter for any demands to the Property, including damage to east, deliveryays and fences caused by the exercise of such assets.
- 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 centrol, 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 opinion of Grantee, interfere with the exercise of Grantee's rights herein or create a hezard to Grantee's systems.
- 4. Trees Dutalds Essement Area. Grantee shall have the right to cut, trim, remove and dispose of any trees located on the Property cutside the Casengeri Area which could, in Clerctes's sole judgment, interface with or create a reasonable eller; to give Granter price notice that such trees will be cut, trimmed, removed or disposed of except that Grantee shall have to obligation to identify such trees or give Granter such prior notice when trees are cut, trimmed, removed or clapsed of in response to amergancy conditions). Granter shall be entitled to no compensation fur trees cut, trimmed, removed or disposed of except for the sclual market value of more habitations. 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.
- Indemnity. Grantee agrees to indemnity Granter from and ege not liability incurred by Granter as a
  result of Grantee's regillgence in the exercise of the rights herein granted to Grantee, but nothing herein shall
  require Grantee to Indemnity Granter for that portion of any such liability attributable to the negligence of Granter or
  the negligence of others.

788.32 6-89 Tronsmission JO/9407863-X01 250-1158126

FILED FOR RECORD AT REQUEST OF: PURCT POWER LIVIL ESTATE DEPARTMENT FIG. BOX 97034 CALCEVUS, WASHINGTON 96009-9734 ATTENTION: THOM DAVIB

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8. Successors and Assigns. Grantes shall have the right to easign, a portion or otherwise transfer any or all of its rights, benefits, privileges and interest origing in and under this easement. Wethout limiting the generally of the torogoing, the rights and obligations of the parties shall have to the benefit of and be binding eyen their respective successors and assigns.

Defed this 21 24 day of November 19 94 GRANTOR BY Alexander Sant Santes
Jenson Family Trust, by Rhoa Bark, Trustee STATE OF WASHINGTON } 88 On this 21st day of Klovernier 19 2f, before mo, a Notary Public in and for the State of Washington, duly commissioned and events personally appeared Rheal Bark, Trustee, for the Jensen Family Trust, who executed the within and foregoing instrument, and pokrowledged the sald instrument to be their free and voluntary act and deed as Trustees, for the users of platfores therein mentioned.

Witness my hand and official seal the doubling for the platfore approximate. the first and tor the State of Washington, on expires 11-15-97 E OF VIE

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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

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>, 357530-0365, 3575500-0365, 3575500-0365, 3575500-0365, 3575500-0365, 3575500-0365, 3575500-0365, 357500-0365, 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 Gravtor 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.

## 

## Deed of Right to Use Land for Public Recreation Purposes

#### ATTACHMENT "A"

#### BARK-JENSEN:

#### PARCEL A:

Lots 1 through 4, inclusive, and Lots 18 through 58, inclusive, all in Block 9, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington;

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111.

## PARCEL B:

That portion of Lots 36 through 40, Block 7, inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No.2);

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111.

#### PARCEL C:

All that portion of Illinois Avenue (also known as 202<sup>nd</sup> Avenue Northeast) as shown and dedicated to the public in Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Southwesterly of a line located 30 feet (measured perpendicularly to) Southwesterly of and parallel with the centerline of East Lake Sammamish Parkway Northeast, as vacated in King County Superior Court Cause Number 91-2-20802-6;

#### PARCEL D:

That portion of Lots 1 through 10 and 17 through 27, Block 6, Inglewood, according to the plat thereof, recorded in Volume 3 of Plats, page 169, in King County, Washington, lying Westerly of the Westerly margin of East Lake Sammamish Parkway Northeast (Issaquah-Redmond Road Rev. No. 2;

EXCEPT that portion lying Westerly of the Easterly margin of the Northern Pacific Railroad Company right of way, as conveyed by deed recorded under Recording Number 305111;

## Deed of Right to Use Land for Public Recreation Purposes

AND EXCEPT those portions conveyed to King County for road purposes by deeds recorded under Recording Numbers 625790, 983353, 983354 and 983355;

AND EXCEPT that portion condemned for road in King County Superior Court Cause Number 106364;

AND EXCEPT those portions reserved for road by King County in deeds recorded under Recording numbers 860989 and 2957937;

TOGETHER WITH those portions of vacated Ash Street (Northcast 16<sup>th</sup> 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 16<sup>th</sup> 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

**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 stewart title guaranty company

TEXAS

Matt Morris President and CEO

> Denise Carraux Secretary

Guarantee Serial No.

G-6329-000007870

In writing this company please address it at P.O. Box 2029, Houston, Texas 77252, and refer to the printed Serial Number.

## SUBDIVISION GUARANTEE

Prepared by: Stewart Title Company 18000 International Blvd, Suite 500 SeaTac, WA 98188

Order Number: 01148-52097 Guarantee No.: G-6329-000007870

Effective Date: January 08, 2016 at 8:00 am

Customer Reference: Inglewood/Lake Sammamish

Premium: \$500.00 Sales Tax: \$47.50 Total: \$547.50

OWNERS: King County, a political subdivision of the State of Washington

LEGAL DESCRIPTION:

SEE EXHIBIT A ATTACHED HERETO

#### SUBJECT TO:

1. The property herein described is carried on the 2016 tax rolls as exempt; however, it will become taxable from the date of transfer to a taxable entity and subject to the lien of real property taxes for prior years, if any.

Tax Account No.: 357530-0460-06 (Affects: Parcel 1)

Special charges for the year 2016 for said account number are not yet available nor payable until February 15, 2016.

Special charges for the year 2015 billed under said account number have been paid in full in the amount of \$10.88.

Note: King County Treasurer, 500 4th Avenue, 6th Floor Admin. Bldg., Seattle, WA 98104 (206) 296-7300 Web Address: http://webapp.metrokc.gov/kctaxinfo/.

- 2. Liability, if any, for current and prior general taxes and charges, said premises not being carried on the King County tax rolls. (Affects: Parcel 2)
- 3. Liability for sewer treatment capacity charges that may be assessed but not disclosed in the public records. Please contact the King County Capacity Charge Department for further information at 206-296-1450.
- 4. Notice of Water/Sewer Connection Charges, filed by Sammamish Plateau Water and Sewer District, and the terms and conditions thereof, but not limited to possible assessments recorded under Recording No(s). 20141201000778, 20150824000615, 20150824000616 and 20150824000617.
- 5. Please be advised that our search did not disclose any open deeds of trust of record. If you should have knowledge of any outstanding obligation, please contact the title department immediately for further review.
- 6. Any unrecorded leaseholds, right of vendors and holders of security interest on personal property installed upon said property, and right of tenants to remove trade fixtures at the expiration of the term.

7. Covenants, conditions, restrictions and easements, if any, in declaration of restrictions, and any amendments

thereto:

Recorded: May 16, 1990 Recording No.: 9005161176

8. Easement and the terms and conditions thereof:

Grantee: Puget Sound Power & Light Co. Purpose: Electric transmission system

Affects: A strip 15 feet in width parallel with and adjoining the West margin of East Lake

Sammamish Parkway N. E. on said premises and other property

Recorded: December 1, 1994

Recording No.: 9412010277

9. Terms and Conditions of the following:

Type of Document: Deed of Right to Use Land for Public Recreation Purposes

Recorded: April 5, 2006 Recording No.: 20060405001180

First Party: King County, a political subdivision of the State of Washington

Second Party: The State of Washington

(Includes other property)

10. Recording Number of the vesting deed herein is 20020906000899.

(Includes other property)

11. Name and address of the taxpayer herein, according to King County Tax Rolls:

King County - Parks
201 South Jackson Street #700

Seattle, WA 98104

## **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. (Issaguah-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 Disi 1510 – 228<sup>th</sup> Avenue SE Sammamish, WA 98075

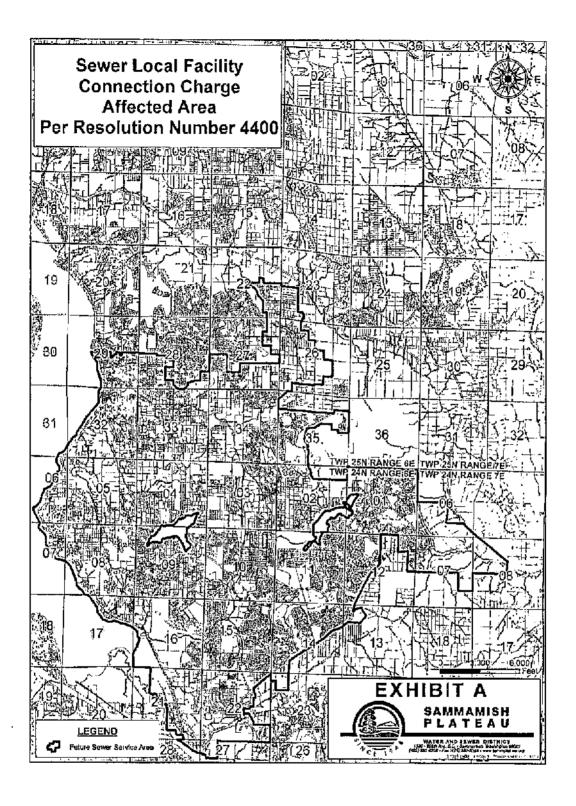


## NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR SEWER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	: NON	E	
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammamish, WA 98075		
Grantec(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

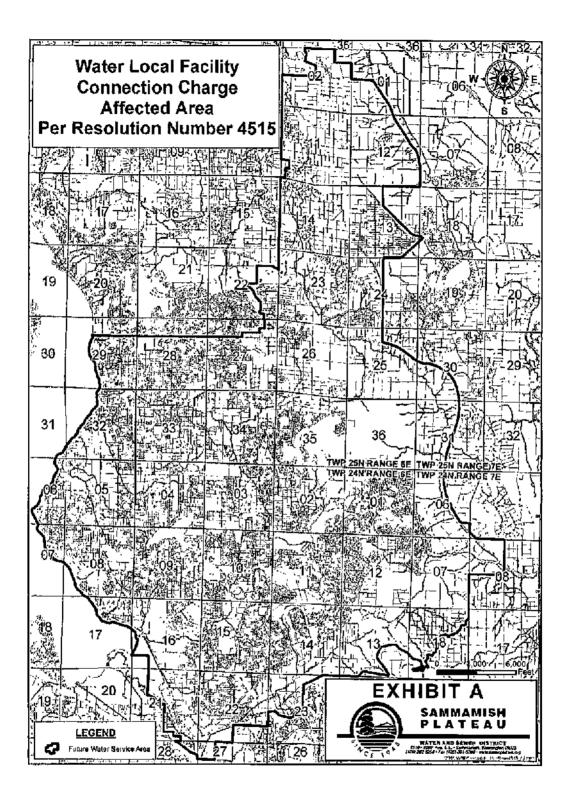


## NOTICE OF ADOPTION OF CONNECTION CHARGE REGULAR WATER LOCAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	: NON	E	
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammamish, WA 98075		
Grantee(s):	The 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.



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

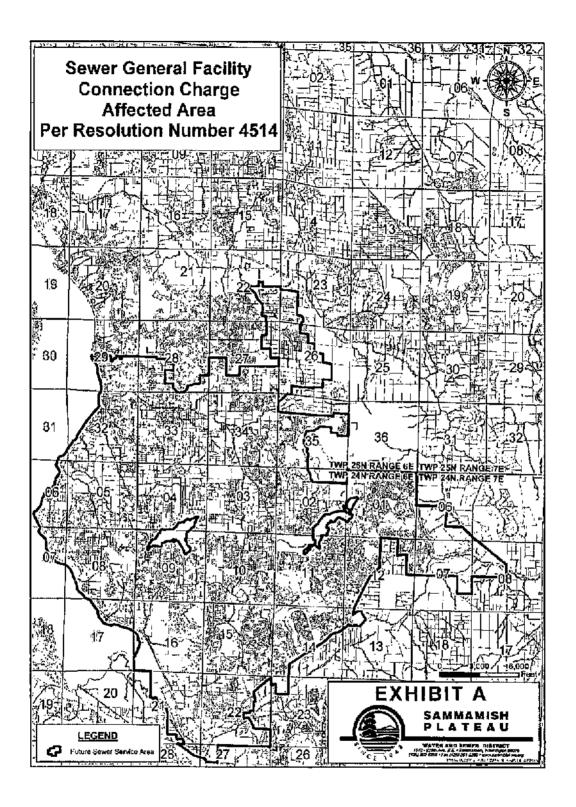
20150824000616 SAMPARISH PLAT N 73.08 PAGE-001 OF 002 08/24/2013 09:40 KING COUNTY UA

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

Sammanish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammanish, WA 98075		
The Public		
in the form		
-		

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

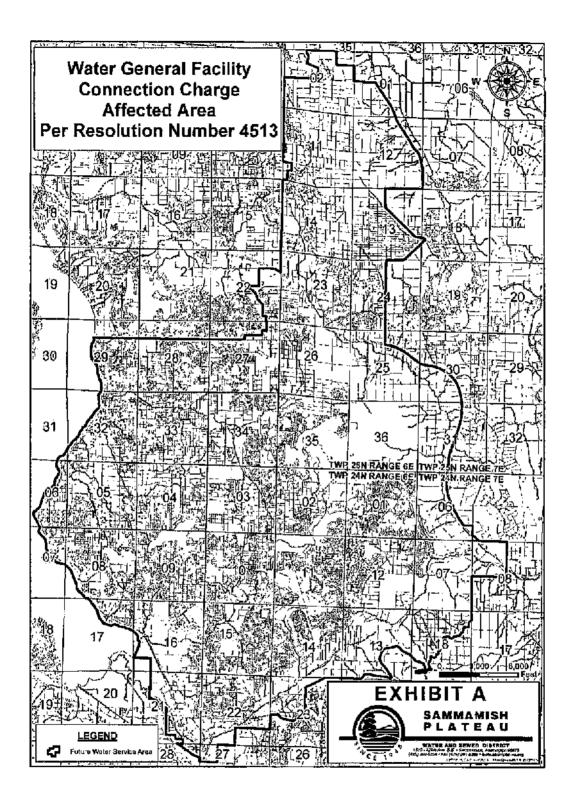


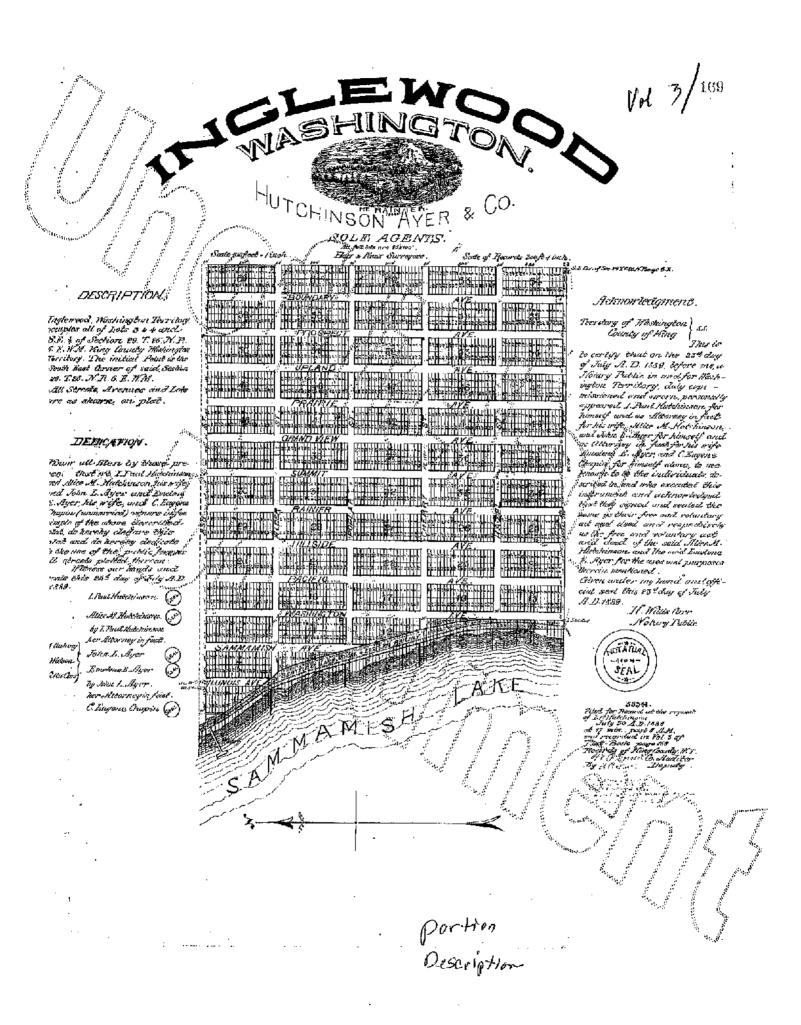
## NOTICE OF ADOPTION OF CONNECTION CHARGE WATER GENERAL FACILITY CHARGES FOR SAMMAMISH PLATEAU WATER AND SEWER DISTRICT

Reference #'s	: NON	E	
Grantor(s):	Sammamish Plateau Water and Sewer District 1510 – 228th Avenue SE Sammamish, WA 98075		
Grantee(s):	The Public		
Legal 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 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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INGLEWOOD BEACH CLUB INCORPORATERECO F 510.83
BYLAWS RECEEF 2.00

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 Plats, Page 169, Records of King County, Washington.

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

1.3) Member Removal
Any member of the corporation may be removed by a two-thirds
vote of the members attending a meeting of the membership
called by the Board of Trustees. Notice of such proposed
removal must be given to the member sought to be removed by
registered mail prior to the meeting at which the removal is
to be voted upon.

#### ARTICLE 2, MANAGEMENT

- 2.1) Trustees
   The business and property of the Inglewood Beach Club, Inc.
   shall be managed by a board of five trustees. Within a
   reasonable time after their election, the members of the
   Board of Trustees shall elect from their number the
   following officers: President, Vice-President, Secretary,
   Treasurer, or Secretary/Treasurer. All such officers shall
   be Officers of the Corporation.
- 2.2) Election Process The Trustees of the Corporation shall be elected from the membership by a vote of a majority of those present at the annual meeting of the membership.
- 2.3) Term The term of office of the Trustees of the Corporation shall be for twelve months, October 1 to September 30. A 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 Trustees 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.

2.6) 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 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.

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- 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.

3005161776

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.

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.

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#### 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 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



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.

2.51

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.

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5.2.6)

New property owners may be awarded shares for paying prior years dues without penalty or interest.

5.2.7)

Shares shall not be awarded for prior years dues payments once disbursement of Inglewood Beach Club assets is undertaken.

5.2.8)

All members may receive \$1.00 prior to the distribution of sale proceeds if it becomes legally expedient to do so.

### ARTICLE 6, AMENDMENTS

- 6.1) Amendment Requirements
  These Bylaws may be amended by a majority vote of the Corporation's members present at an annual or special meeting of the membership where written notice of the meeting discloses fully the content and purpose of such proposed amendment.
- 6.2) Amendment Submittals Bylaw amendments may be submitted by either (1) the Board of Trustees, or (2) a member if submitted with 5 other member signatures, in time for publication in the Spring Newsletter or notice associated with a special meeting.

#### CERTIFICATE OF AMENDMENT

The undersigned, being all of the Trustees of the Inglewood Beach Club. Inc., hereby certify that the foregoing are the 3rd. amended Bylaws adopted at the annual meeting of the membership of said corporation the 18th. Day of April, 1990

President

Vice-President

Treasurer

Secretary

Trustee

State of Washington, County of King

Daniel M. Nelson

Bruce M. Evans

Bruce M. Evans

Paula S. Niecestro

Nan Gordon

Amy MacAuley

State of Washington, County of King

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

OF WASHINGTON

Kinkerly Jo Barnet

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

we INECE WOOD BESEIT CLUB wiress Plo Rox 753 Reomono, WA. 98053

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J.,...,

1992 JULI - 9 AM ID 52

THE PROPERTY CLERK

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

RHRA HARK, Trustee of the Jensen Family Trust,

NO. 91-2-20802-6

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Plaintiff,

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

V

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, 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 fills herein, and the following evidence:

- 1. Declaration of Rhea Bark and exhibits thereto dated March 31, 1992;
  - 2. Certified copy of Plat of Inglewood.
- 3. Supplemental Declaration of Rhea Bark, dated May 18, 1992.
  - 4. Abstract of Deposition Upon Oral Examination of

Order Granting Plaintiff's Motion for Summary Judgment -1-

LARRY SETCHELL, P.S.
P.O. Box 940
Vashon, Washington 98070
206/292-9533

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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 940 Vashon, Washington 98070 206/292-9333 ļ

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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 - Lane 19

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 SETCHELL, P.S. P.O. Box 940 Vashon, Washington 98070 206/292-9333 2

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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

Plaintiff.

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

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 98070 206/292-9333

CAL DOG CASE CHAN F TRANS

(measured perpendicular to) southwesterly of Ι 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. 2 3 be and hereby is quieted, established, and confirmed in the 4 Jensen Family Trust. 5 DONE IN OPEN COURT this 23 day of 6 8 9 Presented by: 10 LARRY SETCHELL, P.S. [] 12 CHILLIAN. 13 Larry Setchell, WSBA #4659, Attorney for Plaintiff 14 15 Notice of Presentation Waived; 16 Approved as to Form 17 KING COUNTY PROSECUTOR, CIVIL DIVISION 18 19 Ву Stanley D. Tate, WSDA #17943, 20 Attorney for Defendants 21 22 23 24 25

Final Judgment and Decrea

Quieting Title -2-

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Judge

LARRY SETCHELL, P.S. P.O. Box 940 Vashon, Washington 98070 206/292-9333

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12/01/1994

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PUGET POWER

SAMMANISH PARKWAY NE.

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**EASEMENT** 

For and in consideration of One Duliar (\$1,00) and other valuable consideration, the receipt of which is hereby acknowledged, JENBEN FAMILY TRUST, by RHEA BARK, TRUSTEE ("Grantor" herein), hereby conveys and warrants to PUGET SQUIND POWER & LIGHT COMPANY, a Weshington corporation ("Grantee" herein), for the purposes hereineller set forth, a perpetual easement over, under, slong, across and through the following described real property (the "Property" herein) in KING CQUINTY, Weshington.

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 3 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.) AR INDICATED ON THE PLAT OF INGLEWOOD, VOLUME 3 OF PLATS PAGE 169, RECORDS OF KIND 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: \_\_\_\_\_last\_uf\_such\_wid<del>th\_on\_opoh\_side</del>-of-a-oenterline

> 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

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 tolyers with crosserms, braces, guys and anchors; electric transmission and distribution lines; the replic cable, communication and a graft lines; transformers.

b. Underground facilities. Underground conduits, cables, walts, menhodes, switches and transformers; semi-binied or ground meaning decilities such as pads, fransformers and switches; then optic cable, communication and signal lines.

communication and system them.

Following the initial constitutation of ext 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. Crantee 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 repell or reasonably components Granter for any damage to the Property, including damage to roade, crops, criveways and fonces caused by the exercise of such right of access.

- 3. Essement Area Clearing and Maintenance. Groules shall have the right to cut, remove and dispose of any and all brush, frees and other vegetation presently of sting upon the Essement Area. Grantes shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of bush, trees and other vegetation upon the Essement Area which could, in the opinion of Grantes, interfers with the exercise of Grantes's rights hardin or create a hazzer to Grantes's systems.
- 4. Trees Outside Essement Area. Grantoe shall have the right 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, pior to the exercise of such right, identify such trees and make a reasceptic effort to give Granter prior notice that such trees will be out, trimmed, removed or disposed of (except that Creates 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 frees out, trimmed, removed or disposed of except for the actual market value of marchantable times of injury of injury out and create the Property by Grantee. timber (if env) 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.

FILED FOR RECORD AT REQUEST OF: PLANSE FOWER LIFTH SSTATE DEPARTMENT FIG. BOX 97034 DIALEVUE, WASHINGTON 95000-9734 ATTENTION: THOM DAVIS

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8. Successors and Assigns. Creates that have the right to saright, a portion or eitherwise 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 99 before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Rhon Bark, Trustee, for the Jenson Family Trust, who executed the within and presiding instrument, and acknowledged the said instrument to be their free and voluntary and and doud at Trustees, for the uses and fulfilloss, therein mentlened.

Witness my hand and official seal the december of the state above at the new the said instrument of the state of Washington, and the said in the state of Washington, and the said in expires \_//-/5-97

9412010277

Recording Requested By And When Recorded Mail To:

King County
Water and Lands Resources Division
Open Space Acquisitions Unit
201 South Jackson Street, Suite 600
Seattle, WA 98104



## DEED OF RIGHT TO USE LAND FOR PUBLIC RECREATION PURPOSES

Grantor [Seller]: King County, a political subdivision of the State of Washington 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>357530-0260</u>, <u>357530-0340</u>, and <u>357530-0370</u>.

Project [Area]: <u>Lake Wilderness Trail Conversion</u>.

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

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# Deed of Right to Use Land for Public Recreation Purposes

recreation purposes for which state assistance was originally granted will be substituted in the manner provided in RCW 79A.25.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 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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Deed of Right to Use Land for Public Recreation Purposes	
STATE OF WASHINGTON ) SS.	
COUNTY OF KING )	
undersigned Notary Public in and fo personally appeared <u>Mark Issaa</u> known to be the <u>Division Director</u> : County, and that he/she executed the sealed the same as the free and voluments.	day of AQUA, 2066_, 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 stary act and on oath stated that he was authorized to execut seed is the seal of said King County, Washington.
WITNESS my hand and official scal	the day and year in this certificate first above written.
HOTARY SUBJECT OF THE PARTY OF	Neil T. DE GOOSEL  Printed Name
POBLIC SOLICE WASHINGTON	Notary Public in and for the State of Washington, residing In Kind County.
antitions.	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 202<sup>nd</sup> 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 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 16<sup>th</sup> 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 16<sup>th</sup> 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,