

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Public Hearing to Receive Comments on Authorizing the City Manager to Accept Sound Transit's Offers on and to Execute Modification of Plat Restrictions (Dull's Subdivision No. 2) That Affects a City-owned Parcel (PN 2111600046) and First Amendment of Protective Covenants (Shoreline Park Subdivision) That Affects a City-owned Parcel (PN 7772400200)
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Juniper Nammi, Light Rail Project Manager
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

Sound Transit acquired properties within the Dull's Subdivision No. 2 and Shoreline Park subdivision for the Lynnwood Link Extension (LLE) project, which are bound by restrictive covenants on the subdivision plats that govern how property within the subdivisions can or cannot be used. Sound Transit needs to alter these plats to modify the restrictive covenants so they no longer apply to the property that it has acquired within the subdivisions so the LLE project can be built and operated on this property.

The City owns parcels within both subdivisions. Within the Dull's Subdivision No. 2, the City owns a portion of two original lots, which were the gravel parking lot for Ridgecrest Park at 108 NE 161st Street (PN 211600046). The City owns one lot (PM 7772400200) within Shoreline Park subdivision, which is a parks property and is the location of a surface water pump station. Sound Transit is offering \$70,000 to the City as just compensation for modification of the restrictive covenants as the appraised estimate of the change in the fair market value of these City-owned properties that would result from modifying these restrictions.

A Public Hearing is required to held to consider public comments on the proposal to amend the protective covenants affecting this City property. Following the Public Hearing, City Council authorization is needed for the City Manager to accept this offer and execute the proposed amendments to the protective covenants affecting City property in both the Dull's Subdivision No. 2 and Shoreline Park subdivision.

RESOURCE/FINANCIAL IMPACT:

Authorization for the City Manager to accept these offers and to execute both the First Amendment to Protective Covenants within Dull's Subdivision No. 2 and Shoreline Park subdivision would reduce the market value of parcel number 211600046 by \$30,000, which is part of Ridgecrest Park, and of parcel number 7772400200, which is a parks

property with surface water infrastructure on it, by \$40,000. The City would receive a total of \$70,000 in compensation for these impacts to City property value.

RECOMMENDATION

Staff recommends that the City Council hold a public hearing to consider public comments on the proposal from Sound Transit to amend the plat restrictions and protective covenants affecting two properties owned by the City then move to authorize the City Manager to accept the compensation offers from Sound Transit for both PN 2111600046 and PN 777240200 and to execute the Modification of Plat Restrictions for Dull's Subdivision No. 2 and to execute the First Amendment to Protective Covenants for Shoreline Park subdivision.

Approved By: City Manager **JN** City Attorney **JA-T**

BACKGROUND

Sound Transit acquired properties for the Lynnwood Link Extension (LLE) project within seven subdivisions which are bound by restrictive covenants on the subdivision plat that govern how property within the subdivision can or cannot be used. Sound Transit needs to alter these plats to modify the restrictive covenants so they no longer apply to the property that it has acquired within this subdivision so the LLE project can be built and operated on these properties. Sound Transit has offered the City compensation (Attachments A and E) for City owned parcels within two subdivisions - the Dull's Subdivision No. 2 and Shoreline Park subdivision - for which Sound Transit needs to alter the plat restrictions (Attachment B and Attachment F).

Within the Dull's Subdivision No. 2, the City owns a portion of two original lots (Block 1, Lots 9-10), which were the gravel parking lot for Ridgecrest Park at 108 NE 161st Street (PN 211600046). The City owns one lot (PM 7772400200) within Shoreline Park subdivision (Tract A), which is a Parks property and is the location of a surface water pump station. Sound Transit is offering \$70,000 to the City as just compensation for modification of the restrictive covenants as the appraised estimate of the change in the fair market value of these City-owned properties that would result from modifying these restrictions.

City Council authorization is needed for the City Manager to accept this offer and execute the proposed amendments to the protective covenants affecting City property in both the Dull's Subdivision No. 2 and Shoreline Park subdivision.

DISCUSSION

Sound Transit is proposing to remove the properties acquired for the LLE project from the Dull's Subdivision No. 2 (as identified in Attachment C) and Shoreline Park subdivision (as identified in Attachment G), so the restrictive covenants no longer apply to these acquisitions. The restrictions would remain in effect on all remaining lots in these subdivisions. The City owns property within both plats and the value of those City owned properties would go down as a result of the proposed plat alterations based on appraisals of each parcel. The plat restrictions are considered property rights related to all the parcels in the subdivisions for which Sound Transit is required to provide just compensation to alter them.

Dull's Subdivision No. 2 (Attachment D) includes the following restrictions:

"All lots in this plat are restricted to R-1 (Residence) use, and no lot or portion of a lot shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than 6000 square feet and less than 60 feet in width on the building line, subject further to the provisions of King County Resolution No 11373 and subsequent changes there to by Official County Resolution."

Sound Transit proposes to remove the properties acquired within Dull's Subdivision No. 2 for the LLE project from the plat so the restrictions will no longer apply to Sound Transit property but will remain in effect for the remaining parcels in the subdivision.

Sound Transit is requesting that the City execute the proposed Modification of Plat Restrictions (Dull's Subdivision No. 2) (Attachment B) to support this proposed plat alteration. Based on the appraisal of the City-owned parcel in Dull's Subdivision No. 2, Sound Transit is offering \$30,000 (Attachment A) as compensation for the appraised change in value of PN 211600046 due to removal of the Sound Transit acquired properties from the plat (Attachment C).

Shoreline Park plat (Attachment H) includes the following restrictions on the face of the plat:

"No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located."

Additionally, Protective Covenants Running with Land (Attachment H) were recorded further restricting the properties within this subdivision including:

"2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars."

Sound Transit proposes to remove the properties acquired within Shoreline Park subdivision for the LLE project from the plat so the restrictions will no longer apply to Sound Transit property but will remain in effect for the remaining parcels in the subdivision. Sound Transit is requesting that the City execute the proposed First Amendment of Protective Covenants (Attachment H) to support this proposed plat alteration. Based on the City-owned parcel in Shoreline Park subdivision, Sound Transit is offering \$40,000 (Attachment E) as compensation for the appraised change in value of PN 7772400200 due to removal of the Sound Transit acquired properties from the plat (Attachment G).

Sound Transit will still need to apply to the City for plat alterations for all seven subdivisions it proposes to remove properties from for the LLE project. Signatures of at least a majority of the property owners within the subdivision are required for a plat alteration application. The City's execution of the proposed amendments to the Dull's Subdivision No 2 and Shoreline Park subdivision plats would provide Sound Transit with signatures from 100 percent of the owners within these subdivisions. Sound Transit could still proceed with the plat alteration applications without City agreement.

Public Hearing Required

The Revised Code of Washington (RCW) 35A.21.410 requires that the City must hold a public hearing upon a proposal to remove, vacate, or extinguish a restrictive covenant from property owned by the City before the action is finalized. While the plat alterations proposed do not remove the restrictive covenants directly from the City-owned property, it does remove property from these subdivisions changing the effect of these restrictions on properties adjacent to or in close proximity to the City-owned property in the subdivisions.

STAKEHOLDER OUTREACH

Sound Transit held a public hearing May 29, 2019, to meet state procedural requirements related to Sound Transit's alteration of plat restrictions and covenants for all seven subdivisions affected by the Lynnwood Link Extension project. City staff did not attend on behalf of the City. Sound Transit made offers to all the property owners in the affected subdivisions where plat restrictions need to be altered and all have accepted these offers, except the City, to date. The City now needs to hold a public hearing to consider public comments prior to removal of plat restrictions affecting City-owned property to meet State requirements. Notice of the public hearing scheduled for August 17, 2020, before City Council was published on August 7, 2020, in The Seattle Times. Notice of the hearing was also issued via press release on August 6, 2020.

COUNCIL GOAL(S) ADDRESSED

This motion supports Council Goal 3: Continue preparation for regional mass transit in Shoreline. Specifically, Action Step 4. Work collaboratively with Sound Transit to complete the permitting phase of the Lynnwood Link Extension Project and coordinate on project construction and inspection. Alteration of these plat restrictions is a permit condition for construction of the LLE Project.

RESOURCE/FINANCIAL IMPACT

Authorization for the City Manager to accept these offers and to execute both the First Amendment to Protective Covenants within Dull's Subdivision No. 2 and Shoreline Park subdivision would reduce the market value of parcel number 211600046 by \$30,000, which is part of Ridgecrest Park, and of parcel number 7772400200, which is a parks property with surface water infrastructure on it, by \$40,000. The City would receive a total of \$70,000 in compensation for these impacts to City property value.

RECOMMENDATION

Staff recommends that the City Council hold a public hearing to consider public comments on the proposal from Sound Transit to amend the plat restrictions and protective covenants affecting two properties owned by the City then move to authorize the City Manager to accept the compensation offers from Sound Transit for both PN 211600046 and PN 7772400200 and to execute the Modification of Plat Restrictions for Dull's Subdivision No. 2 and to execute the First Amendment to Protective Covenants for Shoreline Park subdivision.

ATTACHMENTS

- Attachment A – Sound Transit Offer Letter – PN 211600046
- Attachment B – Modification of Plat Restrictions (Dull's Subdivision No. 2)
- Attachment C – Map of Dull's Subdivision No. 2 Identifying Properties Acquired by Sound Transit
- Attachment D – Dull's Subdivision No 2 Plat (Recording Number 4703728)
- Attachment E – Sound Transit Offer Letter – PN 7772400200
- Attachment F – First Amendment of Protective Covenants (Shoreline Park)

Attachment G – Map of Shoreline Park Subdivision Identifying Properties Acquired by Sound Transit

Attachment H – Shoreline Park Plat (Recording Number 5855300) and Shoreline Park Declaration of Protective Covenants (Recording Number 5875030)



April 21, 2020

First Class & Certified Mail

City of Shoreline
17500 Midvale Ave N
Shoreline, WA 98133

Lynnwood Link Extension
ROW No: LL180
Tax Parcel No: 2111600046
Property Address: Vacant land

Dear City of Shoreline:

We are writing you about your property located at Vacant Land, Shoreline, WA 98133. Your property is located within Dull's Subdivision No. 2. All properties within Dull's Subdivision No. 2 are bound by certain recorded restrictive covenants that govern how the owners within the Dull's Subdivision No. 2 community can and cannot use their property. To build and operate the Lynnwood Link light rail extension, Sound Transit has acquired interests in properties located within Dull's Subdivision No. 2. Sound Transit needs to remove the restrictions on the property that it has acquired within Dull's Subdivision No. 2 so that it can operate the project.

Sound Transit is only removing the restrictions from the property that it is acquiring and the restrictions will remain in effect for the rest of the properties within Dull's Subdivision No. 2.

To remove the restrictions, Sound Transit needs each property owner within Dull's Subdivision No. 2 to sign a document called the First Amendment to Protective Covenants. Sound Transit is requesting your approval and execution of that document, which is enclosed with this letter.

Sound Transit has hired an independent real estate appraisal firm to value the impacts, if any, to your property as a result of removing the restrictions on Sound Transit-owned properties.

The real estate appraiser has determined a change in fair market value of your property as a result of modifying the restrictive covenants. As a result of this determination, **Sound Transit is offering you \$30,000.00** as just compensation to modify the restrictive covenants.

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Kent Keel

University Place Councilmember

VICE CHAIRS

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King County Executive

Paul Roberts

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Dave Upthegrove

King County Councilmember

Peter von Reichbauer

King County Councilmember

Victoria Woodards

Tacoma Mayor

CHIEF EXECUTIVE OFFICER

Peter M. Rogoff
Rogoff

A member of Sound Transit's real property team is available to answer any questions you may have and to assist you with signing and notarizing the documents that Sound Transit needs to remove the restrictions on Sound Transit owned rights. The notarization will be done at no cost to you. The following items are enclosed for your review and signature:

1. First Amendment to Protective Covenants
2. Narrative Appraisal
3. Payment voucher (the document Sound Transit needs to process your payment)
4. Request for Taxpayer Identification and Certification (W-9 Substitute Form)
5. Pre-paid return envelope.

Please use the enclosed pre-paid return envelope to return to Sound Transit:

1. First Amendment to Protective Covenants (must be signed and notarized)
2. Payment voucher
3. Request for Taxpayer Identification and Certification (W-9 Substitute Form).

In the event that you do not return the signed documents by **August 1, 2020**, Sound Transit will move forward with changing the restrictive covenants by initiating condemnation legal proceedings. Any negotiations after these proceedings start will be conducted through Sound Transit's legal department. If you wish to sign the documents, but believe that you are unable to do so by **August 1, 2020**, please reach out to me to see if we can make arrangements to help you execute the documents by the **August 1, 2020** deadline.

We certainly would prefer not to initiate legal proceedings. If you wish to discuss Sound Transit's offer or if we can provide additional information at this time, please do not hesitate to contact your Sound Transit Representative, Tanya Johnson at (206) 398-5102.

Sincerely,

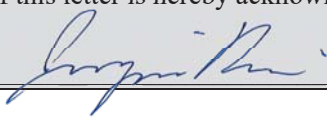
Joseph A. Gray

Digitally signed by Joseph A.
Gray
Date: 2020.07.06 08:57:45
-07'00'

Joseph Gray
Real Property Director
Lynnwood Link Project

Enclosure(s)

Receipt of this letter is hereby acknowledged. Signature does not indicate acceptance of this offer.

By:  Date: 7/10/20 signed electronically

MODIFICATION OF PLAT RESTRICTIONS
(Dull's Subdivision No. 2)

THIS MODIFICATION OF PLAT RESTRICTIONS (this "Modification") is made this ____ day of _____, 20__ (the "Effective Date"), by the undersigned grantors (each a "Grantor" and, collectively, "Grantors") with reference to the following:

RECITALS

A. The subdivision commonly known as Dull's Subdivision No. 2 was established pursuant to that certain plat of DULL'S SUBDIVISION NO. 2 recorded in the real property records of King County, Washington under recording number 4703728 (the "Plat").

B. Among other things, the Plat sets forth protective restrictions applicable to certain real property legally described on Exhibit B attached hereto (the "Existing Property"). The Existing Property consists of nineteen (19) individual lots (each a "Lot" and, collectively, the "Lots").

C. Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit ("Sound Transit"), acquired certain real property interests in six (6) Lots (collectively, the "Sound Transit Acquisitions") pursuant to the exercise of its power of eminent domain, or under threat thereof, for use in connection with the construction of a high capacity transportation system serving the central Puget Sound region. The Sound Transit Acquisitions are legally described on Exhibit D attached hereto.

D. Grantors desire to modify the Plat to remove the Sound Transit Acquisitions from the Existing Property (the "Remainder Property") to allow Sound Transit to develop and use the Sound Transit Acquisitions for purposes other than those permitted by the restrictions set forth on the face of the Plat.

NOW, THEREFORE, pursuant to Sound Transit's exercise of its power of eminent domain, for and in consideration of the public good, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantors, being all of the owners of the Lots, hereby agree as follows:

1. **Real Property.** From and after the Effective Date, the protective restrictions set forth on the face of the Plat shall no longer apply to the Sound Transit Acquisitions, and all references in the Plat to the real property encumbered by the restrictions set forth on the face of the Plat shall mean the Remainder Property.
2. **Authorization to Complete, Finalize and Record.** Each Grantor authorizes Sound Transit to:
 - (a) revise this Modification (including, without limitation, the exhibits attached hereto) at any time and from time to time to reflect the identity and amount of Grantors (i) who have delivered executed signature pages to this Modification, or (ii) as to any Grantors for whom decrees of appropriation or other implementing documents have been entered, such that Sound Transit has appropriated the right to amend the Plat to remove the Sound Transit Acquisitions from one hundred percent (100%) of the Lot owners;

- (b) compile executed signature pages, decrees of appropriation, or other implementing documents to create one legally binding instrument;
 - (c) insert an Effective Date on the first (1st) page of this Modification reflecting the date that the Grantors, constituting one hundred percent (100%) of the Lot owners, approved this Modification; and
 - (d) record this Modification in the real property records of King County, Washington against all of the Lots.
3. **Counterparts.** The signature pages to this Modification may be executed in any number of counterparts, each of which shall be deemed an original but all of such counterparts, together with all decrees of appropriation and other implementing documents, shall constitute one agreement. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.
4. **Governing Law; Venue; Severability.** This Modification shall be governed by the laws of the State of Washington, with jurisdiction in Washington and venue in King County. If any term or provision of this Modification is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other provision thereof.
5. **Recitals and Exhibits.** The recitals and exhibits to this Modification are incorporated herein by such reference and made a part of this Modification.
6. **Effect of Modification; Incorporation.** Except as expressly modified herein, the Plat remains in full force and effect and are hereby ratified and confirmed.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Modification to be executed as of date set forth below.

GRANTOR:

City Of Shoreline, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

Address: ** No Site Address**

Tax Parcel No.: 2111600046

Lot/Block: Lot 9-10 Block 1

ROW No.: LL180

STATE OF _____)

) SS.

COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the _____ of _____, a _____, and acknowledged said instrument to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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



(Use this space for notarial stamp/seal)

(Signature)

(Please print name legibly)

Notary Public in and for the State of _____

My commission expires _____

Signature Page to Modification Single Grantor – Entity

EXHIBIT ATable of Grantors/Grantees

Parcel	ROW No.	Tax Parcel No.	Grantors/Grantees	Lot	Block
A	LL4233	2111600005	Eric Eston Stiles and Michelle Diane Butler	1	1
B	LL4234	2111600010	Frederick C. Toevs and Natalie H. Toevs	2	1
C	LL4235	2111600015	Douglas A. Tutmarc and Karen L. Tutmarc	3	1
D	LL4236	2111600020	Thuan Huu Nguyen, Hoang K. Nguyen, and Vivienne Thai	4	1
E	LL4237	2111600025	Kelly Lewis	5	1
F	LL4238	2111600030	Pamilla D. Knisley	6	1
G	LL180.2	2111600035	Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit	7	1
H	LL180.1	2111600040	Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit	8	1
I	LL180	2111600046	City Of Shoreline, a municipal corporation	9-10	1
J	LL4239	2111600055	Subhash C. Vasta, Trustee of the Revocable Living Trust of Subhash C. Vasta, dated 11-22-2012, and Sita A. Vats	1	2
K	LL4240	2111600060	Chao Rong Chen and Francine Fen-Xuan Liu	2	2
L	LL4241	2111600070	Sue A. Puglisi Allegra	3-4	2
M	LL4242	2111600072	Jocelyn Becenti	3-4	2
N	LL4243	2111600075	Toni Lee Kaufhold and Jeffrey L. Kaufhold	5	2
O	LL4244	2111600080	Cherie K. Berg and Rita K. Thompson	6	2
P	LL4245	2111600085	Thomas Ritter and Carissa Ritter	7	2
Q	LL179.1	2111600090	Roberta Carol Ingram, on information and belief, personal representative of The Estate of Revel B. Taylor and The Estate of Roberta J. Taylor, both deceased	8	2
R	LL179	2111600095	Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit	9	2
S	LL178	2111600100	Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit	10	2

EXHIBIT B

Legal Description – Existing Property

Parcel A:

Lot 1, Block 1, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel B:

Lot 2, Block 1, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel C:

Lot 3, Block 1, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel D:

Lot 4, Block 1, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel E:

Lot 5, Block 1, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel F:

Lot 6, Block 1, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel G:

Lot 7, Block 1, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel H:

Lot 8, Block 1, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel I:

Lots 9 and 10, Block 1, Dull's Subdivision No. 2, according to the plat thereof recorded in [Volume 57 of Plats, Page 57](#), in King County, Washington;

Except all that portion lying Northwesterly of a line drawn parallel with and 155 feet Southeasterly, when measured at right angles and/or radially from the centerline of Primary State Highway No. 1, Seattle Freeway (East 145th Street to East 200th Street).

Parcel J:

Lot 1, Block 2, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel K:

Lot 2, Block 2, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel L:

Parcel A, City of Shoreline Boundary Line Adjustment Number SHLA 2001-09, recorded under [Recording Number 20011030900010](#), in King County, Washington, being portion of Lots 3 and 4 Block 2, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel M:

Parcel B, City of Shoreline Boundary Line Adjustment Number SHLA 2001-09, recorded under [Recording Number 20011030900010](#), in King County, Washington, being portion of Lots 3 and 4 Block 2, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel N:

Lot 5, Block 2, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel O:

Lot 6, Block 2, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel P:

Lot 7, Block 2, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel Q:

Lot 8, Block 2, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Parcel R:

Lot 9, Block 2, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Except portion for Primary State Highway No. 1.

Parcel S:

Lot 10, Block 2, Dull's Subdivision No.2, according to the plat thereof recorded in [Volume 57, of Plats, page 57](#), in King County, Washington.

Except portion for Primary State Highway No. 1.

NOTE: The above described property includes all the Lots contained in the Plat.

EXHIBIT CTax Parcel Numbers – Existing Property

Tax Parcel No.	Lot	Block
2111600005	1	1
2111600010	2	1
2111600015	3	1
2111600020	4	1
2111600025	5	1
2111600030	6	1
2111600035	7	1
2111600040	8	1
2111600046	9-10	1
2111600055	1	2

Tax Parcel No.	Lot	Block
2111600060	2	2
2111600070	3-4	2
2111600072	3-4	2
2111600075	5	2
2111600080	6	2
2111600085	7	2
2111600090	8	2
2111600095	9	2
2111600100	10	2

EXHIBIT DLegal Descriptions – Sound Transit Acquisitions**PARCEL S, LL178, TPN 2111600100**

LOT 10, BLOCK 2, DULL'S SUBDIVISION NO.2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE(S) 57, RECORDS OF KING COUNTY, WASHINGTON. EXCEPT PORTION FOR PRIMARY STATE HIGHWAY NO. 1. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL R, LL179, TPN 2111600095

LOT 9, BLOCK 2, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE(S) 57, IN KING COUNTY, WASHINGTON. EXCEPT PORTION FOR PRIMARY STATE HIGHWAY NO. 1. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL I, LL180, TPN 2111600046**Fee Take Area Acquired by Grantee:**

THAT PORTION OF GRANTOR'S PARCEL LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL; THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE N13°42'07" A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE END OF THE HEREIN DESCRIBED LINE.

CONTAINING 481 SQUARE FEET, MORE OR LESS

TOGETHER WITH THAT PORTION OF GRANTOR'S PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL; THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 85.54 FEET; TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE N13°42'07"E A DISTANCE OF 36.10 FEET; THENCE S76°17'53"E A DISTANCE OF 15.43 FEET TO THE BEGINNING OF A NON-TANGENT CURVE HAVING A RADIUS OF 9.00 FEET, TO WHICH POINT A RADIAL LINE BEARS N76°17'53"W; THENCE SOUTHERLY AND EASTERLY, TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 101°37'25" AN ARC DISTANCE OF 15.96 FEET;

THENCE S87°55'18"E A DISTANCE OF 21.99 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 51.50 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°21'46", AN ARC DISTANCE OF 34.48 FEET

TO THE EAST LINE OF GRANTOR'S PARCEL; THENCE S00°03'04"E ALONG SAID EAST LINE A DISTANCE OF 10.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,889 SQUARE FEET, MORE OR LESS

ALL CONTAINING 2,370 SQUARE FEET, MORE OR LESS.

Wall & Maintenance Easement Area Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL BEING A STRIP OF LAND 10.00 FEET IN WIDTH, THE WESTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL; THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, A DISTANCE OF 85.54 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE;

THENCE N 13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTHEAST CORNER THEREOF, SAID POINT BEING THE END OF THE HEREIN DESCRIBED LINE.

THE EASTERLY LINE OF SAID STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE IN THE NORTH AND SOUTH LINES OF GRANTOR'S PARCEL.

CONTAINING 1,388 SQUARE FEET, MORE OR LESS.

Sewer Easement Area Acquired by Grantee:

THAT PORTION OF GRANTOR'S PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF GRANTOR'S PARCEL; THENCE N87°55'26"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL, A DISTANCE OF 73.13 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N87°55'26"W ALSO SAID SOUTH LINE, A DISTANCE OF 12.41 FEET; THENCE N13°42'07"E A DISTANCE OF 138.81 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AT A POINT DISTANT 52.52 FEET WESTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTHEAST CORNER THEREOF; THENCE S87°54'54"E ALONG SAID NORTH LINE A DISTANCE OF 12.23 FEET; THENCE S13°37'42"W A DISTANCE OF 138.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,675 SQUARE FEET, MORE OR LESS.

PARCEL H, LL180.1, TPN 2111600040

LOT 8, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 57 OF PLATS, PAGE 57, IN KING COUNTY, WASHINGTON; SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

PARCEL G, LL180.2, TPN 2111600035

LOT 7, BLOCK 1, DULL'S SUBDIVISION NO. 2, ACCORDING TO THE PLAT THEREOF
RECORDED IN VOLUME 57 OF PLATS, PAGE 57, RECORDS OF KING COUNTY,
WASHINGTON.
SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Dull's Subdivision No. 2



Legend

Fee Take Permanent Easement Link Alignment

8a-19

N

Not to Scale

0 50 100 Feet

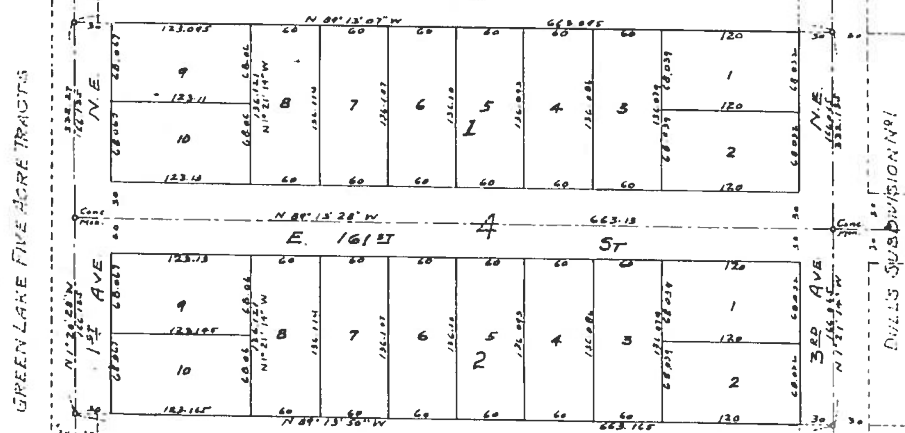
DULL'S SUBDIVISION No 2.

IN SEC. 17-Twp 26 N.R. 4 E.W.M

Scale 1"=60'

Walter M. Woodin.
Civil Engineer

GREEN LAKE FIVE ACRE TRACTS



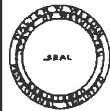
DESCRIPTION.

THIS PLAT OF DULL'S SUBDIVISION No 2 embraces all of Tract 4, Block 2, GREEN LAKE FIVE ACRE TRACTS, as recorded in Volume 11 of Plats, at page 72, records of KING COUNTY, WASHINGTON.

RESTRICTIONS.

All lots in this plat are restricted to R-1 (Residence) use, and no lot or portion of a lot shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than 6000 square feet, and less than 60 feet in width on the building line, subject further to the provisions of King County Resolution No. 11373 and subsequent changes thereto by Official County Resolution.

Health Department approval for septic tank installation in accordance with specifications of King County Health Department is required for each individual lot with minimum of 180 lineal feet of drain tile.



CERTIFICATE

I HEREBY CERTIFY that this Plat of Dull's Subdivision No 2 is based upon an actual subdivision of Section 17, Twp. 26 N.R. 4 E.W.M. That the courses and distances are shown correctly thereon; That the monuments have been set, and the lot and block corners staked correctly on the ground, and that I have fully complied with the provisions of the statutes and platting regulations.

Walter M. Woodin
CIVIL ENGINEER
License No. 5140276201

DEDICATION.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, Fred F. Dull and Emma M. Dull, husband and wife, owners in fee simple of the land hereby platted do hereby declare this plat and dedicate to the use of the public for ever all streets and avenues shown thereon, and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts and fills upon the lots or blocks shown on this plat in the original, reasonable grading of all the streets and avenues shown hereon.

IN WITNESS WHEREOF we have hereunto set our hands and seals this 22 day of August, A.D. 1955.

Fred F. Dull
Emma M. Dull
Fred F. Dull
Emma M. Dull
Doris M. Dull
Ray R. Dull

I hereby certify that the within plat of DULL'S SUBDIVISION No 2 is duly approved by the King County Planning Commission this 3rd day of MAY, A.D. 1956.

Walter M. Woodin
Secretary
4703720
Filed for record of the request of the KING COUNTY PLANNING COMMISSION this 1st day of JUNE, A.D. 1956 at 4:30 minutes past 1 P.M. and recorded in Volume 57 of Plats, page 57, Records of King County, Washington.

Walter M. Woodin
County Auditor

By *Walter M. Woodin*
Deputy County Auditor.

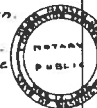
ACKNOWLEDGMENT.

STATE OF WASHINGTON } S.S.
COUNTY OF KING

This is to CERTIFY that on this 22 day of August, 1955, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Fred F. Dull and Emma M. Dull, husband and wife, Dull, norman, and Doris M. Dull and Ray R. Dull, together with *Ray R. Dull* known to be the individuals described in, and who executed the within and foregoing dedication, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.

Walter M. Woodin
Notary Public in and for the
STATE OF WASHINGTON,
residing at Seattle.



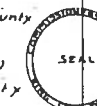
Examined and approved by me this 25th day of APRIL, A.D. 1956.

Walter M. Woodin
King County Road Engineer.

Examined and approved this 15th day of June, A.D. 1956.

Walter M. Woodin
Chairman, Board of County Commissioners.

Attest: *Walter M. Woodin*
Clerk, Board of County Commissioners.

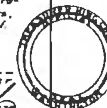


I hereby certify that all property taxes are paid there are no delinquent special assessments, and all special assessments on and of the property herein contained and all other public use are paid in full.

This 15th day of JUNE, A.D. 1956

Walter M. Woodin

By *Walter M. Woodin*
Deputy County Treasurer.



This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



April 21, 2020

First Class & Certified Mail

City of Shoreline
17500 Midvale Ave N
Shoreline, WA 98133

Lynnwood Link Extension
ROW No: LL4418.1
Tax Parcel No: 7772400200
Property Address: Vacant land

Dear City of Shoreline:

We are writing you about your property located at Vacant Land, Shoreline, WA 98133. Your property is located within Shoreline Park. All properties within Shoreline Park are bound by certain recorded restrictive covenants that govern how the owners within the Shoreline Park community can and cannot use their property. To build and operate the Lynnwood Link light rail extension, Sound Transit has acquired interests in properties located within Shoreline Park. Sound Transit needs to remove the restrictions on the property that it has acquired within Shoreline Park so that it can operate the project.

Sound Transit is only removing the restrictions from the property that it is acquiring and the restrictions will remain in effect for the rest of the properties within Shoreline Park.

To remove the restrictions, Sound Transit needs each property owner within Shoreline Park to sign a document called the First Amendment to Protective Covenants. Sound Transit is requesting your approval and execution of that document, which is enclosed with this letter.

Sound Transit has hired an independent real estate appraisal firm to value the impacts, if any, to your property as a result of removing the restrictions on Sound Transit-owned properties.

The real estate appraiser has determined a change in fair market value of your property as a result of modifying the restrictive covenants. As a result of this determination, **Sound Transit is offering you \$40,000.00** as just compensation to modify the restrictive covenants.

CHAIR

Kent Keel

University Place Councilmember

VICE CHAIRS

Dow Constantine

King County Executive

Paul Roberts

Everett Councilmember

BOARD MEMBERS

Nancy Backus

Auburn Mayor

David Baker

Kenmore Mayor

Claudia Balducci

King County Council Chair

Bruce Dammeier

Pierce County Executive

Jenny Durkan

Seattle Mayor

Debora Juarez

Seattle Councilmember

Joe McDermott

King County Council Vice Chair

Roger Millar

*Washington State Secretary
of Transportation*

Ed Prince

Renton Councilmember

Kim Roscoe

Fife Mayor

Nicola Smith

Lynnwood Mayor

Dave Somers

Snohomish County Executive

Dave Upthegrove

King County Councilmember

Peter von Reichbauer

King County Councilmember

Victoria Woodards

Tacoma Mayor

CHIEF EXECUTIVE OFFICER

Peter M. Rogoff
Rogoff

Attachment E

A member of Sound Transit's real property team is available to answer any questions you may have and to assist you with signing and notarizing the documents that Sound Transit needs to remove the restrictions on Sound Transit owned rights. The notarization will be done at no cost to you. The following items are enclosed for your review and signature:

1. First Amendment to Protective Covenants
2. Narrative Appraisal
3. Payment voucher (the document Sound Transit needs to process your payment)
4. Request for Taxpayer Identification and Certification (W-9 Substitute Form)
5. Pre-paid return envelope.

Please use the enclosed pre-paid return envelope to return to Sound Transit:

1. First Amendment to Protective Covenants (must be signed and notarized)
2. Payment voucher
3. Request for Taxpayer Identification and Certification (W-9 Substitute Form).

In the event that you do not return the signed documents by **August 1, 2020**, Sound Transit will move forward with changing the restrictive covenants by initiating condemnation legal proceedings. Any negotiations after these proceedings start will be conducted through Sound Transit's legal department. If you wish to sign the documents, but believe that you are unable to do so by **August 1, 2020**, please reach out to me to see if we can make arrangements to help you execute the documents by the **August 1, 2020** deadline.

We certainly would prefer not to initiate legal proceedings. If you wish to discuss Sound Transit's offer or if we can provide additional information at this time, please do not hesitate to contact your Sound Transit Representative, Tanya Johnson at (206) 398-5102.


Sincerely,

Joseph A.
Gray
Joseph Gray
Real Property Director
Lynnwood Link Project

Digitally signed by
Joseph A. Gray
Date: 2020.07.06
08:59:08 -07'00'

Enclosure(s)

Receipt of this letter is hereby acknowledged. Signature does not indicate acceptance of this offer.

By:  Date: 7/10/20 signed electronically

FIRST AMENDMENT OF PROTECTIVE COVENANTS
(Shoreline Park)

THIS FIRST AMENDMENT OF PROTECTIVE COVENANTS (this “Amendment”) is made this ____ day of _____, 20__ (the “Effective Date”), by the undersigned grantors (each a “Grantor” and, collectively, “Grantors”) with reference to the following:

RECITALS

A. The subdivision commonly known as Shoreline Park was established pursuant to that certain plat of SHORELINE PARK recorded in the real property records of King County, Washington under recording number 5855300 (the “Plat”).

B. Among other things, the Plat sets forth protective restrictions applicable to certain real property legally described on Exhibit B attached hereto (the “Existing Property”). The Existing Property consists of twenty (20) individual lots (each a “Lot” and, collectively, the “Lots”).

C. In addition to the protective restrictions set forth on the face of the Plat, Carolyn M. Duskin, Stanley F. Parker and Ruby L. Parker, husband and wife, Howard A. Parker and Emma Parker, husband and wife, Washington Federal Savings and Loan Association, a Washington corporation, and George A. Mathay and Gertrude M. Mathay, husband and wife, entered into that certain Protective Covenants Running with Land dated May 3, 1965, and recorded May 5, 1965, in the real property records of King County, Washington under recording number 5875030 (the “Declaration”), which set forth additional protective covenants, conditions, and restrictions applicable to the Existing Property.

D. By its terms, the covenants set forth in the Declaration shall run with the land until for a period of thirty (30) years from the date the Declaration was recorded, and, thereafter, shall be automatically extended for successive ten (10) year periods unless, by vote of a majority of the then-owners of the Lots, said Lot owners agree to change the covenants set forth in the Declaration in whole or in part. No amendment to the Declaration has been recorded and, accordingly, the Declaration remains in full force and effect.

E. Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit (“Sound Transit”), acquired certain real property interests in eight (8) Lots (collectively, the “Sound Transit Acquisitions”) pursuant to the exercise of its power of eminent domain, or under threat thereof, for use in connection with the construction of a high capacity transportation system serving the central Puget Sound region. The Sound Transit Acquisitions are legally described on Exhibit D attached hereto.

F. Grantors desire to amend the Plat and the Declaration to remove the Sound Transit Acquisitions from the Existing Property (the “Remainder Property”) to allow Sound Transit to develop and use the Sound Transit Acquisitions for purposes other than those purposes permitted by the Plat and the Declaration.

NOW, THEREFORE, pursuant to Sound Transit’s exercise of its power of eminent domain, for and in consideration of the public good, and for other good and valuable consideration, the receipt and

sufficiency of which is hereby acknowledged, the undersigned Grantors, being all of the owners of the Lots, hereby agree as follows:

1. **Real Property.** From and after the Effective Date, the protective covenants, conditions, and restrictions set forth in the Declaration and on the face of the Plat shall no longer apply to the Sound Transit Acquisitions, and all references in the Declaration and the Plat to the real property encumbered by the Declaration, or the restrictions set forth on the face of the Plat, respectively, shall mean the Remainder Property.
2. **Authorization to Complete, Finalize and Record.** Each Grantor authorizes Sound Transit to:
 - (a) revise this Amendment (including, without limitation, the exhibits attached hereto) at any time and from time to time to reflect the identity and amount of Grantors (i) who have delivered executed signature pages to this Amendment, or (ii) as to any Grantors for whom decrees of appropriation or other implementing documents have been entered, such that Sound Transit has appropriated the right to amend the Plat and the Declaration to remove the Sound Transit Acquisitions from one hundred percent (100%) of the Lot owners;
 - (b) compile executed signature pages, decrees of appropriation, or other implementing documents to create one legally binding instrument;
 - (c) insert an Effective Date on the first (1st) page of this Amendment reflecting the date that the Grantors, constituting one hundred percent (100%) of the Lot owners, approved this Amendment; and
 - (d) record this Amendment in the real property records of King County, Washington against all of the Lots.
3. **Counterparts.** The signature pages to this Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of such counterparts, together with all decrees of appropriation and other implementing documents, shall constitute one agreement. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.
4. **Governing Law; Venue; Severability.** This Amendment shall be governed by the laws of the State of Washington, with jurisdiction in Washington and venue in King County. If any term or provision of this Amendment is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other provision thereof.
5. **Recitals and Exhibits.** The recitals and exhibits to this Amendment are incorporated herein by such reference and made a part of this Amendment.
6. **Effect of Amendment; Incorporation.** Except as expressly modified herein, all terms and conditions of the Declaration remain in full force and effect and are hereby ratified and confirmed and the Declaration shall be deemed amended as of the Effective Date, and, thereafter, shall be automatically extended for successive ten (10) year periods unless, by vote

of a majority of the then-owners of the Lots, said Lot owners agree to change the covenants set forth in the Declaration in whole or in part.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Amendment to be executed as of date set forth below.

GRANTOR:

City of Shoreline, a Washington municipal corporation

By: _____
Name: _____
Title: _____
Date: _____

Address: ** No Site Address **
Tax Parcel No.: 7772400200
Lot: Tract A
ROW No.: LL4418.1

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally appeared _____, to me known to be the _____ of _____, a _____, and acknowledged said instrument to be the free and voluntary act and deed of said party for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

(Use this space for notarial stamp/seal)

(Signature)

(Please print name legibly)

Notary Public in and for the State of _____
My commission expires _____

EXHIBIT ATable of Grantors/Grantees

ROW No.	Tax Parcel No.	Grantors/Grantees	Lot
LL4410	7772400010	Tuan A. Ho, Anh-Taun Ho, Quynh-Uyen Ho and Quynh-Doa Ho	1
LL219	7772400020	Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit	2
LL220	7772400030	Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit	3
LL221	7772400040	Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit	4
LL4411	7772400050	Larry J. Green and Jennifer A. Green	5
LL4412	7772400060	Alyssa Lee	6
LL4413	7772400070	Christopher S.A. MacGregor	7
LL4414	7772400080	David E. H. Dailey and Kristin E.H. Fontaine	8
LL4415	7772400090	Leroy Whitehill and Francesca L.L. Whitehill	9
LL4416	7772400100	Stephen B. Frontis	10
LL4417	7772400110	Rodil Alcantara and Julieta Alcantara	11
LL4418	7772400120	Valerie Fox and Daniel R. Fox	12
LL4419	7772400130	Christopher C. Mentele and Cynthia A. Mentele	13
LL4420	7772400140	Jorge Florez and Marie Hazel Sarausad-Florez	14
LL212	7772400150	Patrick J. McCue and Stacey K. McCue	15
LL213	7772400160	Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit	16
LL214	7772400170	Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit	17
LL215	7772400180	Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit	18
LL216	7772400190	Central Puget Sound Regional Transit Authority, a regional transit authority of the State of Washington dba Sound Transit	19
LL4418.1	7772400200	City Of Shoreline	Tract A

EXHIBIT B

Legal Description – Existing Property

Parcel A: Tx No: 777240-0010-01

Lot 1, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel B: Tx No: 777240-0020-09

Lot 2, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel C: Tx No: 777240-0030-07

Lot 3, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel D: Tx No: 777240-0040-05

Lot 4, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel E: Tx No: 777240-0050-02

Lot 5, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel F: Tx No: 777240-0060-00

Lot 6, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel G: Tx No: 777240-0070-08

Lot 7, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel H: Tx No: 777240-0080-06

Lot 8, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel I: Tx No: 777240-0090-04

Lot 9, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel J: Tx No: 777240-0100-02

Lot 10, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel K: Tx No: 777240-0110-00

Lot 11, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel L: Tx No: 777240-0120-08

Lot 12, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel M: Tx No: 777240-0130-06

Lot 13, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel N: Tx No: 777240-0140-04

Lot 14, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel O: Tx No: 777240-0150-01

Lot 15, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel P: Tx No: 777240-0160-09

Lot 16, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel Q: Tx No: 777240-0170-06

Lot 17, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel R: Tx No: 777240-0180-05

Lot 18, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel S: Tx No: 777240-0190-03

Lot 19, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

Parcel T: Tx No: 777240-0200-01

Tract A, Shoreline Park, according to the plat thereof, recorded in [Volume 77 of Plats, pages 40](#) and 41, records of King County, Washington.

NOTE: The above described property includes all the Lots contained in the Plat.

EXHIBIT CTax Parcel Numbers – Existing Property

Tax Parcel No.	Lot	Tax Parcel No.	Lot
7772400010	1	7772400110	11
7772400020	2	7772400120	12
7772400030	3	7772400130	13
7772400040	4	7772400140	14
7772400050	5	7772400150	15
7772400060	6	7772400160	16
7772400070	7	7772400170	17
7772400080	8	7772400180	18
7772400090	9	7772400190	19
7772400100	10	7772400200	Tract A

EXHIBIT D

Legal Description – Sound Transit Acquisitions

LL212, TPN 7772400150

FEE TAKE AREA ACQUIRED BY GRANTEE

ALL THAT PORTION OF GRANTOR'S PARCEL LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHWEST CORNER OF GRANTORS PARCEL; THENCE N88°02'55"W ALONG THE SOUTH LINE OF GRANTOR'S PARCEL A DISTANCE OF 45.41 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LINE; THENCE LEAVING SAID SOUTH LINE N00°20'49"E A DISTANCE OF 17.43 FEET; THENCE N29°51'49"W A DISTANCE OF 18.06 FEET; THENCE N21°08'54"E A DISTANCE OF 12.21 FEET; THENCE N00°51'23"W A DISTANCE OF 12.53 FEET TO THE NORTH LINE OF GRANTOR'S PARCEL AT A POINT DISTANT 104.50 FEET SOUTHWESTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTHEAST CORNER OF GRANTOR'S PARCEL, SAID POINT BEING THE END OF THE HEREIN DESCRIBED LINE.

CONTAINING 4,508 SQUARE FEET, MORE OR LESS.

LL213, TPN 7772400160

LOT 16, SHORELINE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 77 OF PLATS, PAGE(S) 40 AND 41, IN KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

LL214, TPN 7772400170

LOT 17, SHORELINE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 77 OF PLATS, PAGES 40 AND 41, IN KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

LL215, TPN 7772400180

LOT 18, SHORELINE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 77 OF PLATS, PAGES 40 AND 41, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

LL216, TPN 7772400190

LOT 19, SHORELINE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 77 OF PLATS, PAGE(S) 40 AND 41, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

LL219, TPN 7772400020

LOT 2, SHORELINE PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 77 OF PLATS, PAGE(S) 40 AND 41, IN KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

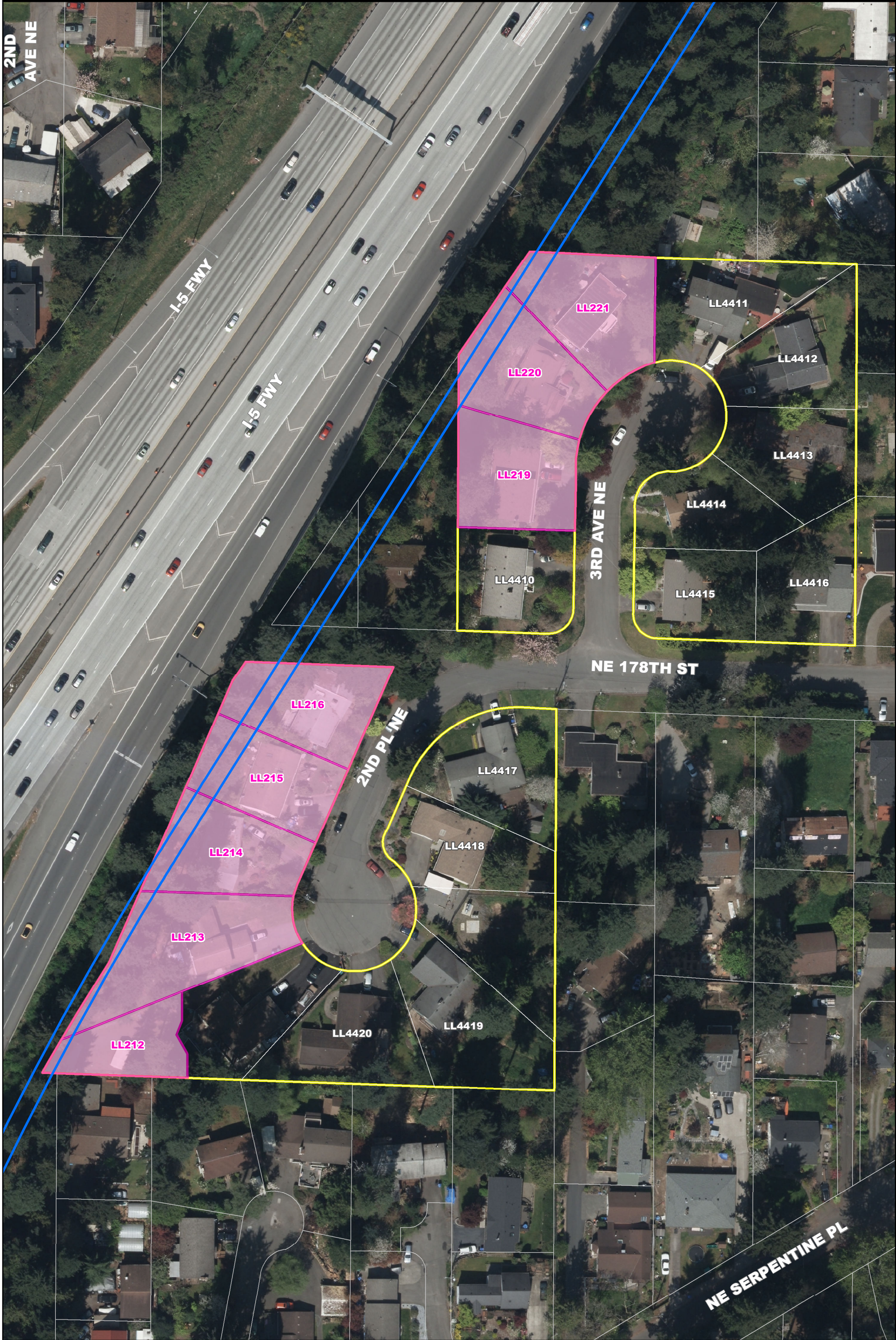
LL220, TPN 7772400030

LOT 3, SHORELINE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 77 OF PLATS, PAGE(S) 40 AND 41, RECORDS OF KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

LL221, TPN 7772400040

LOT 4, SHORELINE PARK, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 77 OF PLATS, PAGES 40 AND 41, IN KING COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

Shoreline Park



Legend

Fee Take Link Alignment

8a-33



Not to Scale

0 50 100 Feet

SECTION 8, TWP. 26 N, R4E, W.M.

[illegible]

This plot of SWINGLINE PARK encompasses East portion of the North half of the S.E. 1/4 of the N.W. 1/4 of Section 8, Twp. 24 N., R. 4 E., N.M. in King County, Washington, described as follows:

Commencement of the southeast corner of said subdivision, thence
 S18°42'32"E along the south line of said subdivision 322.82 ft.; thence S18°
 12'24"E, parallel with the east line of said subdivision, 52.01 ft. to the
 north margin of N.E. 1/4 Sec. 15; and the Point of Beginning, thence
 S45°45'00"E 200.24 ft. to the north line of the north 224.00 ft. in
 width of said subdivision; thence S18°42'16"E 212.78 ft. to the easterly
 margin of Primary State Highway No. 1, Seattle Freeway, thence S 24°
 37'47"E along said Highway margin 16.20 ft.; thence S 10°16'24"E 224.81 ft.;
 thence S 89°42'12"E 52.20 ft. to the Point of Beginning; AL20

That portion of the South half of the S.E. 1/4 of the N.W. 1/4 of address
 Section 4 and portion of quarter Section 4 described as follows:

Commencement at the northeast corner of said subdivision; thence
 S18°42'32"E along the north line of said subdivision 322.82 ft.; thence
 S 10°16'24"E 224.81 ft. to the north margin of N.E. 1/4 Sec. 15 and the
 Point of Beginning; thence S45°45'00"E 200.24 ft. to the easterly
 margin of the north 224.00 ft. in width of said subdivision; thence
 N18°42'16"E 212.78 ft. to the easterly margin of Primary State
 Highway No. 1, Seattle Freeway; thence northwesterly along said
 Highway margin to its intersection with the north line of said
 subdivision; thence S18°42'12"E 162.87 ft.; thence S 23°24'14"E
 32.21 ft.; thence S 89°42'12"E 162.87 ft. to the Point of Beginning.

He lot or portion of a lot in this plot shall be divided and sold as resale or ownership changed or transferred whereby the ownership of any portion of this plot shall be less than the area required for the use district in which located.

KNOW ALL MEN BY THESE PRESENTS that as the undersigned owners
of the vessel aforesaid hereby solemnly declare this act
of the said court is not a sale of the said property of the said owners,
and no agreement shall be made between the said court and the said
owners nor any agreement shall be made between the said court and the
owners, and the right to make all necessary repairs to the
said ship upon the said ship and the said ship is the
original and complete property of the said owners and no agreement shall
be made as to the said ship or the said property as to the said
IN WITNESS WHEREOF we have signed our hands and seals

I hereby certify that this plot of Sennelager Park is based upon an actual survey and subdivision of Section 8, Twp 24 N., R. 45 W., and that the courses and distances are shown correctly thereon; that the monuments here been set and the lot and block corners staked correctly as the ground was; and that I have fully complied with provisions of the platting regulations.

R. Kestlin Fisher
R. KESTLIN FISHER 77th Street, Manhattan
City No. 2077 - Reg. No. S140004200
October, 1963.

I hereby certify that all property taxes are paid, that there are no delinquent special assessments certified to this office for collection and that all special assessments certified to this office for collection as of the property taxes returned certified as already paid or for other public use are paid in full.

This 11th day of _____ 1965

I hereby certify that this plat complies with the conditions set forth by the
 Long County Planning Commission and is duly approved this 11th day of MARCH
 1965.

Examined and approved this 15th day of March 1955
Ralph Q. Hendr

Examined and approved this 11th day of March 1865.
H. C. Gannason

Examined and returned this 12th day of MARCH 1968
STATE OF KENTUCKY } ss. C. L. STEEN
COUNTY OF BELL } King County Recorder
Deputy County Recorder

This is to certify that on the 17 day of June 1944 before me the undersigned, a Notary Public, personally appeared Howard L. PIERCE and Emma PIERCE, his wife, it was known to be the individuals who executed the within declaration and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.

History Public at and for the State of Washington
Residence of _____

63637

SHEET 1

Approved: A. F. Hill
 District Attorney
 Emma Frank
 EMMA FRANK
 WASHINGTON ASPHALT CO.
 CARL WILSON - 4

Walter M. K...

STATE OF ALABAMA }
COUNTY OF _____ } ss.

This is to certify that on the 14th day of NOVEMBER 1968, before me the notary public, at Kirby Muxton, in and for the County of Lincoln, my commissioner and I were personally appeared Stanley J. Porter to me known to be the individual provided in and who executed the foregoing instrument, to him read and as aforesaid in fact as Stanley J. Porter, who thereon identified and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the true and lawful act and deed of the said Stanley J. Porter for the uses and purposes therein expressed, and as well stated that the power of attorney containing the foregoing instrument has not been revoked and that the said Stanley J. Porter is now living.

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

Notary Public for the State of Washington
 Binding of SEATTLE

570 4113
 The is in reality, but as the U.S. has all knowledge that before the war was
 a highly skilled, organized, appearing James H. Doolittle, and Bertie (son)
 Hopper, and Earl Browder, who was a member of the National Labor Union
 and Labor Administration, a Washington, D.C., and a member of the
 individuals who organized the entire destruction and reconstruction of the
 that they signed and sealed the same as their industry did, and that
 for the uses and purposes herein mentioned, and as well stated that
 they were authorized to execute said instrument and that the seal
 affixed is the genuine seal of said corporation.

11/11/23 by ROAD and OFFICIALS saw the boy was just about 14 years
 Betsy Olsen
 Native BIRTH is that by the name of Betsy Olsen

5855300
Filed for record at the request of the Board of County Commissioners this
11th day of MARCH, 1915, at 12 o'clock, paid \$500.00 and recorded in Volume
II of 1915, Agricultural records of King County, Washington.

SHEETS Robert A. Morris

SHORELINE PARK

SECTION 8, TWP. 26 N, R4E, W.M.

KING COUNTY, WASHINGTON

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KING } ss

This is to certify that on the 19th day of February, 1965 before me the undersigned a Notary Public, personally appeared, Carolyn M. Deane a woman, to me known to be the individual who executed the within dedication and acknowledged to me that she signed and verified the same as her voluntary act and deed for the uses and purposes therein mentioned.

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

W. E. G. Galt

Notary Public in and for the State of Washington
Residing at Seattle, Idaho.



STATE OF WASHINGTON }
COUNTY OF KING } ss

This is to certify that on the 19th day of March, 1965 before me the undersigned a Notary Public, personally appeared, C. P. Matus and W. L. Deane, respectively, a Washington Corporation, to me known to be the individuals who executed the within dedication and acknowledged to me that they signed and verified the same as their voluntary act and deed for the uses and purposes therein mentioned and as such stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

C. P. Matus
Notary Public in and for the State of Washington
Residing at Seattle, Idaho.



RESTRICTIONS

- The Shoreline Port Home Owners Association is hereby established and created for the purpose of maintaining and improving facilities for drainage to be vested in said Trust A subject to the following conditions:
- Trust A through its inclusive shall have an undivided interest each in and to Trust A.
 - All of the owners of real property described in this plat as benefit of themselves and their respective administrative, executive, board, successors and assigns hereby agree to be bound by the covenants, terms and conditions of this agreement and agree that this agreement be a covenant running with the land described in this plat and all of the owners shall signify their agreement by signing hereunder.
 - One representative of each of the owners or owner of each lot or tract in this plat shall have sole responsibility for supervision and enforcement of the covenants, terms, and conditions of this agreement, said representative to be chosen and authorized to act by the respective owner or owners of these lots or tracts and said representative shall be entitled to use info of all committee meetings.
 - The first committee shall be composed of the following persons: Howard A. Baker, James R. Baker, Charles F. Baker.
 - The committee shall serve until the first Monday in March, 1965 or until such time as they are replaced by the three owners hereinafter either of the regular annual meeting or a meeting specially called for the re-establishment of the committee. The committee shall have a meeting within thirty days of date of filing of the plat of Shoreline Park Addition.
 - The purpose of this committee is to maintain, subject to King County approval or to contract with King County, the storm sewer facilities on this plat contained within Trust A in good repair for the health and safety of the respective owners of the lots contained in said plat.
 - The officers of the committee shall be the clerk, whose duties shall be those usually performed by the president of an organization; and recording clerk whose duties shall be those usually performed by the secretary of an organization; and treasurer whose duties shall be those usually performed by the treasurer of an organization. All officers of the committee shall be chosen by a majority vote of the committee at a regular meeting of the committee and the officers shall serve for a period of one year or until they are re-elected or until their successors are duly elected at the next annual meeting.
 - The membership shall have the duty to:
 - maintain the storm sewer facilities as installed on Trust A; and
 - determine the amount of money, either through negotiation with King County or other facilities, needed to maintain and operate any said storm sewer facilities in safe condition and good repair by a majority vote of the committee; and
 - determine the later contribution of each owner toward the cost of maintenance of said facilities, said contribution to be assessed against each lot owner or owners on a basis of 1/10 of the total cost of maintenance and operation of said facilities; and
 - to collect from each owner or owners such owner or owners' contribution as determined under (3) above, by suit if necessary, such contribution to include a reasonable sum as an attorney's fee and court costs in the event action is started in the hands of an attorney for collection.
 - In the event any member of the Association sells his property he shall have the right to provide any contribution to be assessed for the year in which he sells the property on the basis of the amount of the contribution paid in the preceding year.
 - Within ten days after the contribution of each owner or owners is determined under (3) above the committee shall notify each owner or owners of the amount due by virtue of their ownership of their lot or tract. Such contribution shall be due and owing within ten days after said notice is sent and the notice shall so state, in the event said contribution is not paid within ten days after the sending of said notice, the committee shall have a lien on the lot or tract of the owner or owners who have failed to pay the contribution by sending a notice of lien to the King County recorder or owners of the owner or owners' residence address, said notice to state the amount claimed, basis of the claim and the address of the Clerk of the committee, said lien may be foreclosed in the manner in which a Mechanic's and Materialmen's Lien is foreclosed provided with R.C.W. Book.
 - Committee meetings shall be held annually on the first Monday in October commencing in the year 1965. Additional meetings may be called by the membership of its regular meetings or by the Clerk at any time with the concurrence of Recording Clerk. The Clerk shall be required to call a meeting of the committee at any time upon the request of any four or more members of the committee.
 - The duration of this agreement shall be for the minimum period the private storm drainage facilities are maintained by the Committee for the owners and until King County or some other governmental agencies assumes the maintenance of said storm sewer facilities or other storm sewer facilities are available to serve the Plat of Shoreline Park Addition Subject to Agreement under Subplot A File No. 55520-45.

B-1

5875030

PROTECTIVE COVENANTS RUNNING WITH LAND

THIS INDENTURE and declaration of covenants running with the land, made this 3rd day of May, 1965, by Carolyn M. Duskin, Stanley F. Parker and Ruby L. Parker, his wife; Howard A. Parker and Emma Parker, his wife, and Washington Federal Savings and Loan Association, a Washington Corporation George A. Mathay and Gertrude M. Mathay

WITNESSETH:

WHEREAS, said parties are the owners in fee of Shoreline Park an addition to King County, Washington, as recorded in Volume 77 of plats, Pages 40 & 41, records of King County, which property is located in King County, Washington, and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon said land, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon SHORELINE PARK an addition to KING County, Washington, according to plat thereof recorded in Volume 77 of Plats, pages 40 and 41 records of KING County, Washington, which property is all located in KING County, Washington, the following protective covenants to run with said land, and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

1. The area covered by these covenants is the entire area described above.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.
3. No dwelling shall be permitted on any lot at a cost of less than \$14,000 (exclusive of land), based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1100 square feet for a one story dwelling, nor less than 800 square feet for a dwelling of more than one story.
4. No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line, except that no side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 25 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 7200 square feet.

- 1 -

2 additional sheets

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P. O. Box 248
LYNWOOD, WASHINGTON

MAY 5 - 1965

Filed by WTH

5875030

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet and the side two and one-half feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
9. Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted.
10. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
11. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.
12. No lot shall be used or maintained as a dumping ground for rubbish; trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
13. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public Health authorities. Approval of such system as installed shall be obtained from such authority.
14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
15. No individual sewage disposal system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of County Public Health authorities. Approval of such system as installed shall be obtained from such authority.
16. No fence, wall, hedge, or mass planting, other than foundation planting, shall be permitted to extend nearer to any street than the minimum setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said retaining wall, provided however, that no fence, wall, hedge, or mass planting shall at any time, where permitted, extend higher than five feet above ground.

- 2 -

MAY 5 - 1965

Filed by WTH

5875030

17. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
18. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
19. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF the undersigned have affixed their signatures.
WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

By James H. DeYoung
 Manager
Howard A. Parker
Stanley F. Parker
 STATE OF Washington)
 COUNTY OF King) ss.

By Bettie Dean
 Asst. Secretary
Edna Parker
Ruby L. Parker
Carolyn M. Dusk
 Carolyn M. Dusk

On this 3rd day of May, A.D., 1965, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Howard A. Parker and Edna Parker,

his wife
 to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Grace Sprague
 Notary Public in and for the State of
Washington, residing at Seattle

STATE OF WASHINGTON)
 COUNTY OF SHROMANISH) ss.

On this 3rd day of May, A.D., 1965, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared James H. DeYoung and Bettie Dean

to me known to be the Manager and Asst. Secretary respectively, of Washington Federal Savings and Loan Association, a Washington Corporation the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

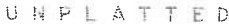
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Grace Sprague
 Notary Public in and for the State of
Washington, residing at Seattle

Return to WASHINGTON FEDERAL SAVINGS AND LOAN ASSOC.
 P. O. Box 248
 LYNNWOOD, WASHINGTON

MAY 5 - 1965 Filed by WTH

KING COUNTY, WASHINGTON



8a-39

SHORELINE PARK

SECTION 8, TWP. 26 N, R4E, W.M.

KING COUNTY, WASHINGTON

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF KING }

This is to certify that on the 12th day of February, 1965 before me the undersigned, a Notary Public, personally appeared Carolyn M. Deacon a woman, to me known to be the individual who executed the within dedication and acknowledged to me that she signed and sealed the same as her voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal the day and year first above written.

Walter E. Galt
Notary Public in and for the State of Washington
Residing at Seattle, Idaho.



STATE OF WASHINGTON }
COUNTY OF KING }

This is to certify that on the 3rd day of March, 1965 before me the undersigned, a Notary Public, personally appeared, C.E. MACOS and K.M. RASTNER, President and Secretary, respectively of Washington Regional Council, a Washington Corporation, to me known to be the individuals who executed the within dedication and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned and as well stated that they were either "able" to execute said instrument and that the said official is the duly-qualified and duly-authorized.

WITNESS my hand and official seal the day and year first above written.

Walter E. Galt
Notary Public in and for the State of Washington
Residing at Seattle, Idaho.



RESTRICTIONS

- The Shoreline Park Home Owners Association is hereby established and created for the purpose of maintaining and improving facilities for drainage to be installed upon Trust A subject to the following conditions:
- Trust A, though it inclusive shall have an undivided fee interest and in and to Trust A.
 - All of the owners of real property described in this plat as parcels of themselves and their respective administrative executive bodies, successors and assigns hereby agree to be bound by the covenants, terms and conditions of this agreement and agree that this agreement be a covenant running with the land described in this plat and all of the owners shall signify their assent by signing hereunder.
 - One representative of each of the owners or owner of each lot or tract in this plat shall have sole responsibility for supervision and enforcement of the covenants, terms, and conditions of this agreement; said representative to be chosen and authorized to act by the respective owner or owners of these lots or tracts and said representative shall be entitled to sue and be sued in all appropriate matters.
 - The first committee shall be composed of the following persons: Harold A. Foster, Deane Foster, Stanley F. Fisher, Jr.
 - The committee shall serve until the first Monday in March, 1965 or until such time as they are replaced by the Home Owners Association either of the regular annual meeting or a meeting specially called for the re-establishment of the committee. The committee must have a meeting within thirty days of date of filing of the plat of Shoreline Park Addition.
 - The purpose of this committee is to maintain, subject to King County approval or to contract with King County, the storm sewer facilities on this plat contained within Trust A in good repair for the health and safety of the respective owners of the lots contained in said plat.
 - The officers of the committee shall be the clerk, whose duties shall be those usually performed by the president of an organization; and recording clerk, whose duties shall be those usually performed by the secretary of an organization; and treasurer, whose duties shall be those usually performed by the treasurer of an organization. All officers of the committee shall be chosen by a majority vote of the committee at a regular meeting of the committee, and the officers shall serve for a period of one year or until they are re-elected or until their successors are duly elected at the next annual meeting.
 - The membership shall have the duty to:
 - (1) maintain the storm sewer facilities as included on Trust A; and
 - (2) determine the amount of money, either through negotiation with King County or other facilities, needed to purchase and operate any said storm sewer facilities in safe condition and good repair by a majority vote of the committee.
 - (3) determine the dollar contribution of each owner toward the cost of maintenance of said facilities; said contribution to be assessed against each lot owner or owners on the basis of the dollar cost of maintenance and operation of said facilities pro rata.
 - (4) to collect from each owner or owners such owner or owners' contribution as determined under (3) above, by suit of necessary, such contribution to include a reasonable sum as an attorney's fee and court costs in the event claim is placed in the hands of an attorney for collection.
 - (5) in the event any member of the Association sells his property, he shall have the right to provide any contribution to be assessed for the year in which he sells the property on the basis of the amount of the contribution paid in the preceding year.
 - Within ten days after the contribution of each owner or owners is determined under (3) above the committee shall notify each owner or owners of the amount due by virtue of their ownership of their lot or tract. Such contribution shall be due and owing within ten days after said notice is sent and the notice shall be a debt of said notice. The committee shall have a lien on the lot or tract of the owner or owners who have failed to pay the contribution by sending a notice of lien to the delinquent owner or owners of the owner or owners' residence address, said notice to state the amount claimed, basis of the claim and the address of the Clerk of the committee, said lien may be foreclosed in the manner in which a mechanic and materialman's lien is foreclosed pursuant with RCW 60.40.
 - Committee meetings shall be held annually on the first Monday in October, commencing in the year 1965. Additional meetings may be called by the membership at its regular meetings or by the Clerk at any time with the concurrence of Recording Clerk. The Clerk shall be required to call a meeting of the committee at any time upon the request of any four or more members of the committee.
 - The duration of this agreement shall be for the minimum period the private storm drainage facilities are maintained by the committee for the owner and until King County or some other governmental agencies assumes the maintenance of said storm sewer facilities or other storm sewer facilities are available to serve the plat of Shoreline Park Addition. Subject to Agreement under Addendum file No 58529+5.