



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 7, 2004**

**Ordinance 15088**

**Proposed No.** 2003-0180.2

**Sponsors** Sullivan and Phillips

1 AN ORDINANCE authorizing the vacation of a portion of  
2 SE 403rd Street, File V-2444. Petitioners: Eugene and  
3 Karen Vezzetti and Walter and Sheri Anderson.  
4  
5

6 **STATEMENT OF FACTS:**

- 7 1. A petition has been filed requesting vacation of that portion of SE  
8 403rd Street hereinafter described.
- 9 2. The department of transportation notified the various utility companies  
10 serving the area and has been advised that all necessary easements within  
11 the vacation area have been secured.
- 12 3. The department of transportation records indicates that King County  
13 has not been maintaining SE 403rd Street. The records indicate that no  
14 public funds have been expended for its acquisition.
- 15 4. The department of transportation considers the subject portion of the  
16 right-of-way useless as part of the county road system and believes the

17 public would benefit by the return of this unused area to the public tax  
18 rolls.

19 5. The right-of-way is classified as "C-Class" and, in accordance with  
20 K.C.C. 14.40.020, the compensation due King County is based on fifty  
21 percent of the assessed value of the subject right-of-way, which was  
22 determined from records of the department of assessments. King County  
23 is in receipt of \$2,876.83 from the Vezzettis and \$4,816.67 from the  
24 Andersons.

25 Due notice was given in the manner provided by law and a hearing was  
26 held by the office of the hearing examiner on the 29th day of April, 2004.

27 In consideration of the benefits to be derived from the subject vacation,  
28 the council has determined that it is in the best interest of the citizens of  
29 King County to grant said petition.

30 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

31 SECTION 1. The council, on the 6th day of December, 2004, hereby vacates and  
32 abandons that portion of SE 403rd Street as conveyed to King County in the plat of New  
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34 Washington described as follows:

35 A portion of the Northeast Quarter of Section 12, Township 20 North,  
36 Range 6 East, W.M., King County, Washington described as follows:

37 That portion of Southeast 403rd Street lying westerly of the west margin  
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40 King County, Washington.

41 SECTION 2. The vacation approved by this ordinance is subject to the following  
42 conditions:

43 1. The vacation approval conferred herein is granted subject to a 20 foot access  
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45 pursuant to the attached conveyance dated September 30, 2004; provided that, such  
46 easement shall not become valid and effective unless the owner of tax parcel 1220069083  
47 (Susan Martin, her successors or assigns) also validly executes said conveyance within 45  
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49 document signed by the petitioners is currently in the custody of the King County  
50 Hearing Examiner. The owner of tax parcel 1220069083 shall contact the Hearing  
51 Examiner's Office at least three business days prior to the occurrence of the 45 day  
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53 2. Forty-five days after the effective date of the ordinance approving the road  
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58 period provided by these conditions, the requirement for an easement conveyance by the  
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60 shall be deemed approved unconditionally, and the September 30, 2004 easement  
61 document shall be returned to the petitioners. Conversely, if the owner of tax parcel

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63 Examiner shall record the easement, notify the parties and individuals listed above of  
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65 3. Nothing herein shall preclude the petitioners and Ms. Martin from negotiating  
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67 above, including an agreement to perform a survey of the easement tract; provided that,  
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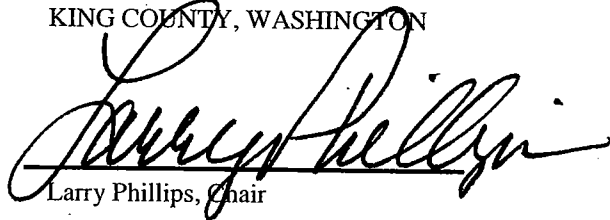
69 said 45 day period a notarized statement affirming that all parties have agreed to and  
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71

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County Council on 12/6/2004, by the following vote:

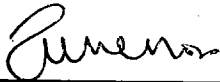
Yes: 13 - Mr. Phillips, Ms. Edmonds, Mr. von Reichbauer, Ms. Lambert, Mr.  
Pelz, Mr. McKenna, Mr. Ferguson, Mr. Hammond, Mr. Gossett, Ms. Hague,  
Mr. Irons, Ms. Patterson and Mr. Constantine  
No: 0  
Excused: 0

KING COUNTY COUNCIL  
KING COUNTY, WASHINGTON



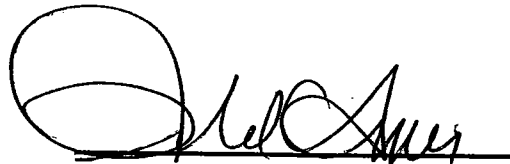
Larry Phillips, Chair

ATTEST:



Anne Noris, Clerk of the Council

APPROVED this 15 day of December, 2004.



Ron Sims, County Executive

Attachments      A. Easement

RECEIVED  
2004 DEC 16 PM 3:22  
CLERK  
KING COUNTY COUNCIL

15088

Filed for Record at Request of and  
After Recording Return to:

Thomas L. Dickson  
Dickson Maher Ingels LLP  
1401 Wells Fargo Plaza  
1201 Pacific Avenue  
Tacoma, WA 98402

## ATTACHMENT A

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### Easement

This perpetual reciprocal easement, mutual maintenance agreement, and covenant running with the land is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between, and among:

**the undersigned parties**

1. **Grant of Easement.** Subject to the condition precedent stated in paragraph 7, Grantors, EUGENE VEZZETTI and KAREN VEZZETTI, husband and wife, and WALTER ANDERSON and SHERRY ANDERSON, husband and wife, hereby convey to Grantee, SUSAN MARTIN, a single woman, an easement in the form of a roadway over Grantors' lands. Said burdened lands of the Grantors are legally described as follows:

**Vezzetti**

LOTS 56 AND 57, NEW HORIZONS PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 100, RECORDS OF KING COUNTY, WASHINGTON.

King County Tax Parcel No. 6055000560

**Anderson**

LOT 44, NEW HORIZONS PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 76 OF PLATS, PAGE 100, RECORDS OF KING COUNTY, WASHINGTON.

King County Tax Parcel No. 6055000440

2. **Description of Easement.** The easement described herein shall overlay the existing gravel driveway as indicated in the diagram attached hereto as EXHIBIT "A" and incorporated herein. The easement shall be 20 feet in width, and shall begin at the corner post of Lot 56 and 57 as shown in the survey recorded December 4, 1990 under King County Auditor's file no. 9012049003, following a westerly line to the southwest corner post of Lot 44, until intersecting the current easement located on Lot 44. No more than 10 feet of said easement shall be gravel surfaced. The remaining 10 feet of the easement, which is not gravel surfaced, shall lie to the maximum extent feasible south of the existing gravel driveway; provided that it shall not extend south of a line from the corner post of Lot 56 and 57 to the SW corner post of Lot 44.

3. Ingress and Egress. The above-described property is for the use of ingress and egress by Grantee, for access to her property legally described as follows:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12 TOWNSHIP 20 RANGE 6 EAST, LESS THE WEST 190 FEET OF THE SOUTH 225 FEET THEREOF, ALSO KNOWN AS LOT B OF KING COUNTY LOT LINE ADJUSTMENT NO 9608033 APPROVED JULY 27, 1986.

King County Tax parcel No. 1220069083

Grantee, her successors, and assigns shall construct and maintain, at their own expense, a locked steel gate across the easement driveway where it enters her parcel, legally described above in this paragraph 3. Said gate shall be constructed within 60 days of the date of recordation of this easement and continuously maintained in accordance with the terms herein; provided that, if a complete application for any permit necessary for construction of the gate has been submitted within 20 days of the date of recordation, the construction period for the gate shall not expire sooner than 20 days after the issuance of said permit. Upon 30 days written notice to Grantee, Grantors, their successors and assigns may also construct a second gate near the eastern terminus of the easement at its intersection with 273rd Avenue SE, which gate shall be at least 12 feet in width, and which shall be at the sole cost and maintenance of Grantors. Grantors and Grantees shall provide one another with keys to any gate locks.

4. Maintenance. Grantee and her agents, designees and/or assigns shall have the right, upon 10 days prior written notice to Grantors, to enter between the hours of 7:00 a.m. and 7:00 p.m. on weekdays upon the easement to construct, inspect, design, reconstruct, operate, maintain, repair, and replace the roadway, including all appurtenances thereto ("Roadway"). Grantee shall also perform necessary maintenance within 30 days after receiving written notice from the Grantors that the easement area drainage control system is not properly functioning or that the easement has become littered with garbage and debris or the Roadway has become overgrown with invasive vegetation. Grantee may from time to time remove vegetation, trees, or other obstructions within the easement, and may grade the easement to the extent reasonably necessary to carry out the purposes set forth herein; provided that, following any such work Grantee shall restore the easement to conditions similar to or better than its condition prior to such work. Grantee shall pay all costs and expenses of construction, maintenance and repair of the Roadway.

5. Restrictions on Use. Absent express permission of Grantors, their heirs, successors or assigns, Grantee covenants and agrees that she, her successors and assigns shall not permit or otherwise allow use of said easement by those other than Grantee, her successors or assigns, including tenants. Except as otherwise specifically provided herein, Grantee's use shall be restricted to normal vehicular, bicycle and pedestrian access to Grantee's property. Grantee shall not erect buildings or structures within the easement, shall not install any improvements other than those approved by Grantors, and shall not change surface grades.

The unimproved portion of the easement may be planted in grass by Grantors, their successors and assigns, but not otherwise landscaped or surfaced. Grantors may also fence the easement boundaries so long as such fencing does not impair access.

6. Mobile Home Removal. After receipt of notice from the Grantors of their intent to construct a second gate at the eastern terminus of the easement, Grantee shall have the option of removing the mobile home on her property via the easement prior to such construction upon five days written notice to Grantors. If

the Grantors shall have constructed at the eastern terminus of the easement a gate that is less than 16 feet in width before the Grantee's mobile home is removed, mobile home removal via the easement shall occur as follows:

A. Grantee shall provide to the Grantors 30 days written notice of her intent to remove the mobile home and shall deposit with an independent escrow to be mutually agreed upon a sum of \$1000 to pay the cost of restoring the eastern terminus gate and repairing any damage to the easement caused by the mobile home removal. As provided below, the escrow agent shall be instructed to pay up to \$1000 dollars, less escrow fees, toward documented gate restoration and repairs costs incurred by the Grantors.

B. Upon compliance with paragraph A, above, Grantee may remove one of the posts and any hardware and fencing attached thereto from the eastern terminus gate erected by the Grantors so that the existing mobile home may be relocated from her property. After the mobile home has been removed, Grantee shall replace the gate post and restore the gate, any attached fencing, the easement and any impacted surrounding areas to their prior condition. The entire period required for removal of the gate post, relocation of the mobile home offsite and restoration of the gate and easement shall not exceed 21 days.

C. If 21 days after the removal of the gate post by the Grantee, the gate, attached appurtenances, the easement and impacted surrounding areas have not been fully restored to their prior condition by the Grantee, the Grantors may order the necessary work completed and charge the cost against the funds deposited by the Grantee into escrow. Once the restoration work has been completed and paid for, any remaining escrow funds shall be returned to the Grantee.

It is agreed that in removing the mobile home the Grantee shall avoid unnecessary encroachments onto Grantors' property outside the boundaries of the easement; provided that, it is also acknowledged that near the eastern terminus of the easement the terrain drops sharply to the south and may require equipment to be operated north of the easement in order to successfully remove the mobile home unit.

7. Condition Precedent. This easement shall become valid and enforceable if, and only if, Grantee constructs a locked steel gate across the easement driveway, where it enters her parcel as required by paragraph 3 above. Notwithstanding any other provision of this document of conveyance, this easement shall become null and void and have no legal effect one year after its execution by Grantee if the gate required by paragraph 3 has not been constructed.

8. Attorney's Fees. In case suit or action is commenced by either party or their successors and/or assigns, to enforce any rights under this easement, or regarding an encroachment on the easement, in addition to the costs provided by statute, the substantially prevailing party shall be entitled to an award of attorneys fees in such sum as the court may adjudge just and reasonable.

9. Perpetual Easement. Upon Grantee's timely compliance with paragraph 3 above, this perpetual, reciprocal easement and maintenance agreement shall be a covenant running with the land, and shall be binding on all subsequent heirs, executors, administrators, and assigns.



15088

DATED this 30 day of Sept, 2004.

Eugene Vezetti  
EUGENE VEZZETTI, Grantor

Karen Vezetti  
KAREN VEZZETTI, Grantor

Walter Anderson  
WALTER ANDERSON, Grantor

Sherry Anderson  
SHERRY ANDERSON, Grantor

\_\_\_\_\_  
SUSAN MARTIN, Grantee

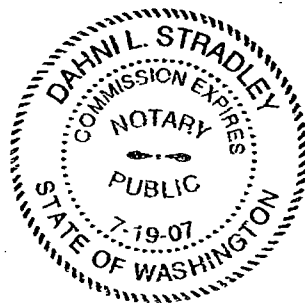
STATE OF WASHINGTON )

COUNTY OF KING )

:ss.

On this day personally appeared before me EUGENE VEZZETTI and KAREN VEZZETTI, to me known to be the Grantors described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30<sup>th</sup> day of September, 2004.



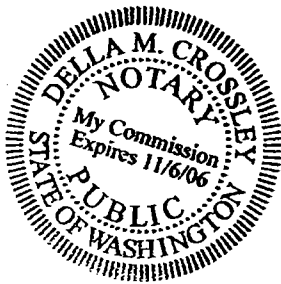
Dahni L. Stradley  
NOTARY PUBLIC in and for  
the State of Washington, residing  
at King County  
My commission expires: 7-19-2007

15088

STATE OF WASHINGTON )  
 )  
:SS.  
COUNTY OF KING )

On this day personally appeared before me WALTER ANDERSON and SHERRY ANDERSON, to me known to be the Grantors described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1 day of October, 2004.



Della M. Crossley  
NOTARY PUBLIC in and for  
the State of Washington, residing  
at Buckley  
My commission expires: 11-6-2006

STATE OF WASHINGTON )  
 )  
:SS.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that, SUSAN MARTIN, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act, for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the State of Washington, residing  
at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**Return Address:**  
Clerk of the Council  
Metropolitan King County Council  
Mail stop KCC-CC 1039



**20041227001560**

KING COUNTY CO ORD 0.00  
PAGE001 OF 011  
12/27/2004 13:54  
KING COUNTY, WA

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. **Ordinance 15088 AN ORDINANCE authorizing the vacation of a portion of SE 403<sup>rd</sup> Street, File V-2444. Petitioners: Eugene and Karen Vezzetti and Walter and Sheri Anderson.**

**Reference Number(s) of Documents assigned or released:**

Additional reference #'s on page \_\_\_\_\_ of document

**Grantor(s)** (Last name, first name, initials)

1. **King County, Washington**

Additional names on page \_\_\_\_\_ of document.

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

1. \_\_\_\_\_  
2. \_\_\_\_\_

Additional names on page \_\_\_\_\_ of document.

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

**A portion of the Northeast Quarter of Section 12, Township 20 North, Range 6 East, W.M., King County...**

Additional legal is on page \_\_\_\_\_ of document.

**Assessor's Property Tax Parcel/Account Number**

Assessor Tax # not yet assigned

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

\_\_\_\_\_  
Signature of Requesting Party

RECEIVED  
2005 FEB - 7 AM 9:30  
KING COUNTY CLERK  
KING COUNTY COUNCIL



**KING COUNTY**

1200 King County Courthouse  
516 Third Avenue  
Seattle, WA 98104

**Signature Report**

**December 7, 2004**

**Ordinance 15088**

**Proposed No.** 2003-0180.2

**Sponsors** Sullivan and Phillips

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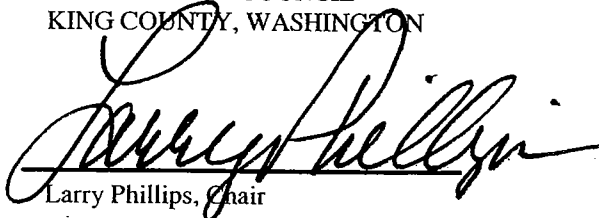
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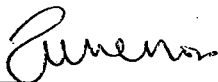
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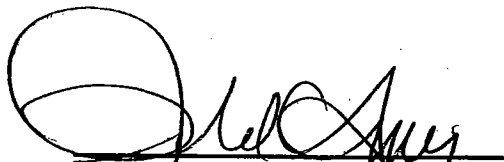
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King County Tax Parcel No. 6055000560

#### **Anderson**

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King County Tax Parcel No, 6055000440

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King County Tax parcel No. 1220069083

Grantee, her successors, and assigns shall construct and maintain, at their own expense, a locked steel gate across the easement driveway where it enters her parcel, legally described above in this paragraph 3. Said gate shall be constructed within 60 days of the date of recordation of this easement and continuously maintained in accordance with the terms herein; provided that, if a complete application for any permit necessary for construction of the gate has been submitted within 20 days of the date of recordation, the construction period for the gate shall not expire sooner than 20 days after the issuance of said permit. Upon 30 days written notice to Grantee, Grantors, their successors and assigns may also construct a second gate near the eastern terminus of the easement at its intersection with 273rd Avenue SE, which gate shall be at least 12 feet in width, and which shall be at the sole cost and maintenance of Grantors. Grantors and Grantees shall provide one another with keys to any gate locks.

4. Maintenance. Grantee and her agents, designees and/or assigns shall have the right, upon 10 days prior written notice to Grantors, to enter between the hours of 7:00 a.m. and 7:00 p.m. on weekdays upon the easement to construct, inspect, design, reconstruct, operate, maintain, repair, and replace the roadway, including all appurtenances thereto ("Roadway"). Grantee shall also perform necessary maintenance within 30 days after receiving written notice from the Grantors that the easement area drainage control system is not properly functioning or that the easement has become littered with garbage and debris or the Roadway has become overgrown with invasive vegetation. Grantee may from time to time remove vegetation, trees, or other obstructions within the easement, and may grade the easement to the extent reasonably necessary to carry out the purposes set forth herein; provided that, following any such work Grantee shall restore the easement to conditions similar to or better than its condition prior to such work. Grantee shall pay all costs and expenses of construction, maintenance and repair of the Roadway.

5. Restrictions on Use. Absent express permission of Grantors, their heirs, successors or assigns, Grantee covenants and agrees that she, her successors and assigns shall not permit or otherwise allow use of said easement by those other than Grantee, her successors or assigns, including tenants. Except as otherwise specifically provided herein, Grantee's use shall be restricted to normal vehicular, bicycle and pedestrian access to Grantee's property. Grantee shall not erect buildings or structures within the easement, shall not install any improvements other than those approved by Grantors, and shall not change surface grades.

The unimproved portion of the easement may be planted in grass by Grantors, their successors and assigns, but not otherwise landscaped or surfaced. Grantors may also fence the easement boundaries so long as such fencing does not impair access.

6. Mobile Home Removal. After receipt of notice from the Grantors of their intent to construct a second gate at the eastern terminus of the easement, Grantee shall have the option of removing the mobile home on her property via the easement prior to such construction upon five days written notice to Grantors. If

the Grantors shall have constructed at the eastern terminus of the easement a gate that is less than 16 feet in width before the Grantee's mobile home is removed, mobile home removal via the easement shall occur as follows:

A. Grantee shall provide to the Grantors 30 days written notice of her intent to remove the mobile home and shall deposit with an independent escrow to be mutually agreed upon a sum of \$1000 to pay the cost of restoring the eastern terminus gate and repairing any damage to the easement caused by the mobile home removal. As provided below, the escrow agent shall be instructed to pay up to \$1000 dollars, less escrow fees, toward documented gate restoration and repairs costs incurred by the Grantors.

B. Upon compliance with paragraph A, above, Grantee may remove one of the posts and any hardware and fencing attached thereto from the eastern terminus gate erected by the Grantors so that the existing mobile home may be relocated from her property. After the mobile home has been removed, Grantee shall replace the gate post and restore the gate, any attached fencing, the easement and any impacted surrounding areas to their prior condition. The entire period required for removal of the gate post, relocation of the mobile home offsite and restoration of the gate and easement shall not exceed 21 days.

C. If 21 days after the removal of the gate post by the Grantee, the gate, attached appurtenances, the easement and impacted surrounding areas have not been fully restored to their prior condition by the Grantee, the Grantors may order the necessary work completed and charge the cost against the funds deposited by the Grantee into escrow. Once the restoration work has been completed and paid for, any remaining escrow funds shall be returned to the Grantee.

It is agreed that in removing the mobile home the Grantee shall avoid unnecessary encroachments onto Grantors' property outside the boundaries of the easement; provided that, it is also acknowledged that near the eastern terminus of the easement the terrain drops sharply to the south and may require equipment to be operated north of the easement in order to successfully remove the mobile home unit.

7. Condition Precedent. This easement shall become valid and enforceable if, and only if, Grantee constructs a locked steel gate across the easement driveway, where it enters her parcel as required by paragraph 3 above. Notwithstanding any other provision of this document of conveyance, this easement shall become null and void and have no legal effect one year after its execution by Grantee if the gate required by paragraph 3 has not been constructed.

8. Attorney's Fees. In case suit or action is commenced by either party or their successors and/or assigns, to enforce any rights under this easement, or regarding an encroachment on the easement, in addition to the costs provided by statute, the substantially prevailing party shall be entitled to an award of attorneys fees in such sum as the court may adjudge just and reasonable.

9. Perpetual Easement. Upon Grantee's timely compliance with paragraph 3 above, this perpetual, reciprocal easement and maintenance agreement shall be a covenant running with the land, and shall be binding on all subsequent heirs, executors, administrators, and assigns.

15088

DATED this 30 day of Sept, 2004.

Eugene Vezzetti  
EUGENE VEZZETTI, Grantor

Karen Vezzetti  
KAREN VEZZETTI, Grantor

Walter Anderson  
WALTER ANDERSON, Grantor

Sherry Anderson  
SHERRY ANDERSON, Grantor

SUSAN MARTIN, Grantee

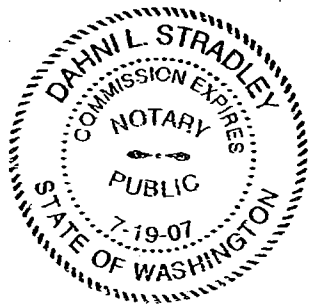
STATE OF WASHINGTON )

COUNTY OF KING )

:ss.

On this day personally appeared before me EUGENE VEZZETTI and KAREN VEZZETTI, to me known to be the Grantors described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30<sup>th</sup> day of September, 2004.



Dahni L. Stradley  
NOTARY PUBLIC in and for  
the State of Washington, residing  
at King County  
My commission expires: 7-19-2007

15088

STATE OF WASHINGTON )  
COUNTY OF KING )

:SS.

On this day personally appeared before me WALTER ANDERSON and SHERRY ANDERSON, to me known to be the Grantors described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1 day of October, 2004.



Della M. Crossley  
NOTARY PUBLIC in and for  
the State of Washington, residing  
at Buckley  
My commission expires: 11-6, 2006

STATE OF WASHINGTON )  
COUNTY OF KING )

:SS.

I certify that I know or have satisfactory evidence that, SUSAN MARTIN, is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act, for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
the State of Washington, residing  
at \_\_\_\_\_  
My commission expires: \_\_\_\_\_