

James L. Johnson
587 Carter St.
Sedro-Woolley

**CITY COUNCIL
LATE MATERIALS**

June 13, 2016

Mayor Keith L. Wagoner
City of Sedro-Woolley
325 Metcalf Street
Sedro-Woolley, WA 98284

Dear Mayor Wagoner,

I wish to discuss my extreme unhappiness and disappointment over the rezoning of twenty-one acres between McGairgle and Hwy. 20 from R-7 to Mixed Auto-Commercial. My reaction is both personal and more broadly based.

My wife and I knew that the parcel couldn't remain in the cow pasture it had been for the more than twenty-one years we have resided at 587 Carter St. We have delighted in the rural ambience, but knew it couldn't last. Housing seems both appropriate and inevitable. However, I was stunned to hear a planning commissioner who claimed that his frequent walks along McGairgle led him to conclude auto-commercial development to be the highest and best use of the parcel. He apparently experienced something on those walks that had altogether escaped us in those aforementioned twenty-one years. He added that because two businesses operated at the far end of Carter Street we were already living in the midst of an auto-commercial zone. By this reasoning a strip two-thirds of a mile wide along Hwy. 20 is fair game for auto-commercial development. Planning driven by such reasoning will hardly lead to a more livable city.

Two schools as well as a Boys and Girls' Club border McGairgle. Many children walk the adjacent sidewalk and bicycle the bike bath. The eastern end of McGairgle leads to the NSRA, a recreational gem. At a time when children and adults alike are urged to exercise it is almost unthinkable to endanger their lives. Yes, the proposed development will require an exit/entrance on McGairgle, a street that was purposely narrowed as part of a traffic calming strategy.

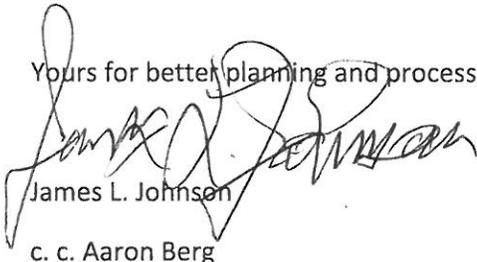
I was reminded by another commissioner that during my tenure on the planning commission I had contributed to planning for the auto-commercial zone. The text of the relevant planning document does in fact contain some of my ideas and verbiage as though my participation ought to disallow my objections. I thought at the time and I think now that the planning exercise amounted to little more than, as the saying goes, "putting lipstick on a pig." The lipstick consists of the trees, water-features, lighting that we earnestly fussed over. The pig is the asphalt and automobiles. That's what remains. All else is window dressing. Over the years I've spoken to many visitors to Woolley who have marveled over our still viable, walkable, charming downtown. People will continue to visit and envy what we have to enjoy right here under our noses. Nobody, I repeat, nobody, in years to come, will flock to admire our auto commercial zone along McGairgle, rather they will shake their heads at our foolishness and lack of foresight.

If siting Carriage Court alongside Janicki Industries was a blunder, then sandwiching in a motley array of franchises between Carter and Carriage Court is no better. The thinking here seems to be that one egregious planning mistake deserves another. Carter Street carries a surprising amount of traffic now, especially as schools take up and dismiss for the day. Surely more is in the offing and so we will have a thoroughfare in a residential neighborhood with children and the elderly, but without sidewalks. Some modest regard for consequences seems in order here.

Speaking of franchises, they will bring minimal wages without benefits and perhaps part time employment. That may be a selling point. The promise of 300 low income workers at the proposed resort at Northern State some years back seemed to excite our then City Fathers. An oft voiced criticism of the developing American landscape is that every town or hamlet across our land looks the same with the same franchises sprouting in monotonous strip-malls. Apparently the City of Sedro-Woolley fears being left behind. We are, after all, getting something of a late start. So maybe it's a long festering case of Burlington envy.

When I spoke before the planning commission raising these issues, I was met not merely with indifference, but with some lightly veiled hostility. They, it seems had been working on this one for a while now. Tired, they wanted to move on. Their collective fatigue outweighed this citizen's concerns. I regret to add, Mr. Mayor, I've seen much the same attitude displayed in the heavy-handed, often insensitive handling of the library kerfuffle. I'm worried that my beloved hometown is losing those precious qualities that make for community.

Yours for better planning and process,

A handwritten signature in black ink, appearing to read 'James L. Johnson', written over the typed name.

James L. Johnson

c. c. Aaron Berg

John Coleman



Program Services Report

May 2015 – May 2016

Census

Individuals served (guests)	73
Families Served	23
Number of Children	38
Percentage of total who are children	52.1%
Number of children age 5 and under	13
Percent of total children age 5 and under	34.2%
Average length of stay	8 Weeks (56.4 days)

Family Composition

Two-parent families	43.5%
Female headed single parent families	56.5%
Male headed single parent families	0%
Other family composition	0%

Shelter Operations

Number of bed nights	3,853
Number of meals served	11,559

Housing Status at Exit

Percent of families securing permanent housing	43.5%
Percent of families securing transitional housing	8.7%
Percent of families securing shared housing	0%



Is There Enough Affordable Housing in Skagit County?

It should be possible for hard-working people to afford housing and still have enough left over for the basics like groceries, gas, and childcare. Unfortunately, a shortage of affordable homes makes this impossible for thousands of Skagit County households.

WHAT IS AFFORDABLE HOUSING?

How Much is Too Much?

1/4 of Skagit County renter households pay more than 50% of their income for housing, leaving them extremely cost-burdened. (2008-2012 ACS)



Housing is considered affordable if its occupants pay no more than 30% of their income on rent and utilities or for mortgage, taxes, and insurance.



Because "affordable housing" is a relative term (dependent on someone's income), affordability is expressed as a percentage of median income, adjusted for household size. For example: "this housing unit is affordable at 50% of median income."

When families pay too much toward housing, they are unable to save for a rainy day. If they suddenly lose their job, or have a major health care cost, they can end up without a place to live.



Area Median Income (AMI) measures the annual income at which half of the households in the area earn more and half earn less.

16,900 Skagit County Households Cannot Afford Their Housing (2008-2012 ACS)

A single parent raising a toddler in Skagit County would need to make \$19/hour to afford housing and other basic necessities. (FOLHC, Out of Reach 2015)

HOUSING AVAILABILITY IN SKAGIT

3,672 Shortage of Rental Units for Low-Income Households

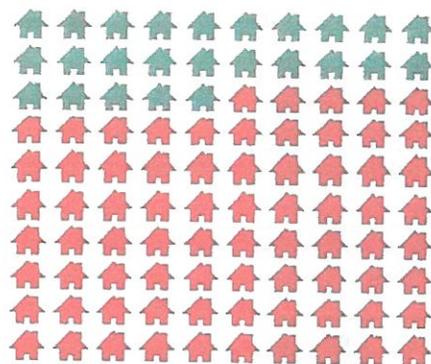
1,833 Families on Housing Authority Waitlist

200+ Homeless Households in Housing Interest Pool

1% Vacancy Rate

There is a limit to how cheaply the market can produce housing. With wages low, market-rate rents will always be out of reach for some households. Rents would have to decrease 33% for a minimum-wage worker to afford housing in Skagit.

Sources: 2008-2012 ACS; Housing Authority of Skagit, 2016; Skagit Community Action, 2016; HUD, 2014; UW Rainstad Center, Fall 2015



Homes Affordable and Available to Extremely Low Income Renters

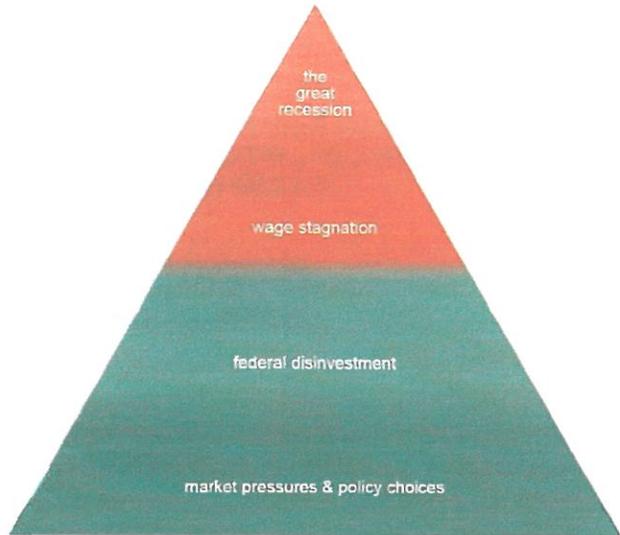
There are only 25 affordable and available rental homes for every 100 extremely low income renter households (30% AMI & below). (2008-2012 ACS)

HOW DID THIS HAPPEN?

Affordable Home Supply Has Decreased While Need Has Skyrocketed



HUD, CHAS Data, 2000, 2008-2012



HOMELESSNESS & SOLUTIONS

634 Homeless Schoolchildren



Institute for Children and Poverty, 2009. National Data on Family Homelessness, WA DSPR, 2014-2015, WA OFM, 2014

Shelters Doubled-Up Un-Sheltered Hotels/Motels

EMERGENCY SHELTER: a facility providing temporary shelter for the homeless for a period of 90 days or less.

RAPID RE-HOUSING: a short-term intervention which includes housing attainment, employment, and financial assistance services

HOUSING VOUCHERS: portable rental-assistance for families who cannot afford market-rate rents, often called "Section 8" a household with a voucher usually pays only 30% of their income for rent and utilities, with the voucher paying the remaining housing costs

TRANSITIONAL HOUSING: aims to facilitate the movement of homeless individuals into permanent housing within a reasonable amount of time (usually 24 months).

PERMANENT HOUSING: rental apartments or ownership homes that provide individuals and families with a fixed street address and residence with no limits on length of stay.

SUPPORTIVE HOUSING: combines affordable housing with individualized support and case management services.

WHAT CAN COMMUNITY DO TO HELP?

- support affordable housing in your neighborhood
- talk to your friends and neighbors
- participate in civic processes
- support nonprofits
- volunteer

WHAT CAN GOVERNMENT DO TO PRESERVE & PRODUCE AFFORDABLE HOUSING?

- community engagement
- task forces
- partnerships
- policy change
- funding

BENEFITS OF AFFORDABLE HOUSING

- improved health and educational outcomes
- downtown & neighborhood revitalization
- jobs in construction
- more discretionary income to spend in local economy
- lower criminal recidivism
- attracts employers & outside investment
- shorter commutes & less environmental impact
- lower public spending on healthcare, jail, and emergency services

Questions?
 Kayla Schott-Bresler | Housing Coordinator
 Skagit County Public Health
 kaylasb@co.skagit.wa.us | 360.416.1520



Host Congregations

- ✠ Burlington Lutheran Church
- ✠ Mount Vernon Presbyterian Church
- ✠ Bethlehem Lutheran Church
- ✠ Allen United Methodist Church
- ✠ Trinity Lutheran Church
- ✠ North Cascade Seventh Day Adventist
- ✠ Treacy Levine Center
- ✠ Fir-Conway Lutheran Church
- ✠ First United Methodist Church
- ✠ Salem Lutheran Church
- ✠ Communion Church
- ✠ Calvary Baptist Church

Support Congregations

- ✠ Mount Vernon First Christian Church
- ✠ Bayview United Methodist Church
- ✠ St. Paul's Episcopal Church
- ✠ Edison Lutheran Church
- ✠ His Place Church
- ✠ St. James' Episcopal Church
- ✠ Celebration Lutheran Church
- ✠ St. Charles Catholic Church
- ✠ Immaculate Heart of Mary Catholic Church
- ✠ Burlington United Reformed Church
- ✠ First Christian Reformed Church



"You have not lived today until you have done something for someone who can never repay you."

John Bunyan

Please contact us for more information:

I would like to know more about:

- Making a donation
- Making a monthly pledge contribution
- How I can get involved

Name

Address

City, State, Zip Code

Phone

Contact Information:

Tony Latham - Network Director
Phone: 360-854-0743
Mailing Address: P. O. Box 335
Sedro-Woolley, WA 98284

Please make checks payable to:
Family Promise of Skagit Valley

Family Promise of Skagit Valley is a 501(c)(3)
nonprofit organization, Fed. ID No. 46-2556043



Building community, strengthening lives.



A Community Response to
Homeless Families

Family Promise of Skagit Valley

Building community, strengthening lives.

Email: familypromiseskagit@gmail.com
Website:
www.familypromiseskagit.weebly.com



“Share your food with the hungry and bring poor, homeless people into your own homes.”
- Isaiah 58:7

Create Change for a Homeless Student Today

There are 500 homeless students in Skagit Valley attending school every day. We estimate another 500 homeless children are under the age of 5.

Families account for 40% of our nation’s homeless people.

How can I participate and make a change in my community?

The vision of Family Promise of Skagit Valley is to mobilize the community to help low-income families achieve and sustain independence. This is achieved through:

Host Congregations

About four times a year—for one week at a time—Host Congregations provide overnight lodging, meals (supper, breakfast and brown-bag lunch), and hospitality. Hosting rotates among the 13 Host Congregations, which provide lodging for three to five families (up to 14 individuals) from 6:00 p.m. to 7:00 a.m. the next morning.

Volunteers

Volunteers are the heart of the program, without them it cannot exist. Volunteers provide a variety of services: cooking and serving meals, playing with children or helping them with homework, and staying overnight at the church. Volunteers interact with the guests, treating them with respect and responding with compassion.

Day Center

Guests use a local day center, space at a congregation or other facility, from 8:00 a.m. to 5:00 p.m. to shower, care for pre-school children, and seek employment through the computer or over a phone line. Many guests are employed during the day and go to work. During the school year, children go to school. The day center provides guests with a mailing address and a home base from which to conduct their housing search. The Network Director’s office as well as volunteer office staff will be at the day center.

Social Service Agencies

Local social service agencies refer families to the program. The agencies may also help guests find housing, jobs and other services. Since Family Promise is primarily comprised of volunteers, the social service agencies help assess potential guest families for active substance abuse, domestic violence or psychiatric problems.

Transportation

A program van transports guests to and from the day center. The van also carries bedding and luggage to the next Host Congregation.



What are some of the goals of Family Promise of Skagit Valley?

The first goal is to support homeless families as they work to provide loving homes for their children. We estimate we can assist 84 to 160 people in one year depending on how quickly guests move through the program. Another goal is to come together as a community to support those in need. The program provides help, hope and a safe haven for its guests while they seek to find suitable employment and affordable housing.

Mission Statement

Our mission is to come together as a community to support homeless families as they work to provide their children with loving homes.

Loretta

CITY COUNCIL
LATE MATERIALS

Resolution No. _____-16

A proposed Resolution of the City of Sedro Woolley Library
Proposal regarding a potential merger with Skagit Rural Partial
County Library

Whereas the City of Sedro-Woolley is currently engaged in negotiations with Skagit Rural Partial County Library to explore the possible options for collaboration and or consolidation; and

Whereas Mayor Wagoner proposed a concept of consolidation on January 21, 2016 and the District responded on April 5, 2016 and each entity has selected a team to meet and discuss options; and

Whereas the City's negotiating team includes the mayor, city librarian, city supervisor/attorney and a library trustee; and

Whereas the City of Sedro Woolley has a public library that is a popular City service and has been serving residents needs for over a hundred years; and

Whereas the City of Sedro Woolley Library is located in downtown Sedro Woolley, next to a city park and community center, and has the option to expand; and

Whereas the City of Sedro Woolley Library has a valuable book collection, equipment and technology resources; and

Whereas the City of Sedro Woolley has a competent and experienced library staff that has a successful history of running a rural town library; and

Whereas the citizens value the Sedro Woolley Library and have demonstrated it through their use of the library, voting for funding and in action, deeds and words of support; and

Whereas the City of Sedro Woolley believes in open and transparent government, and exploring all options in the negotiations with the Central Skagit Rural Partial County Library District:

Sedro Woolley Library Offering Library Service Contract

1. The City of Sedro Woolley to contract library service to the Central Rural Skagit Partial County Library
2. The contract will include compensation from CRSPCL for provided services and maintenance.

Consideration of Current City Library Facilities and Service

1. The City of Sedro Woolley will explore with the SHKS Architects firm a building remodel plan for expanding and updating the library facility, along with estimated project cost.
2. The Library needs assessment will help guide the planning of the library for the future, that will be of service our City patrons and the District until they can fulfill their goals.

Sedro Woolley City Council
Sedro Woolley Wa. 98284

**CITY COUNCIL
LATE MATERIALS**

June 22, 2016

Re: Public Hearing on Sedro Woolley 6 yr. TIP.

Comments on - Project ID# C29 NEW Centennial Tail South, County or BNSF RW. County ROW South of Jameson as part of project C29.

With a clouded title Skagit County is claiming ownership of this parcel. Documentation attached to this letter shows how by Quit Claim Deed the county confiscated the abandoned railroad corridor from Sedro Woolley out to the Snohomish County line without the easement landowners knowledge.

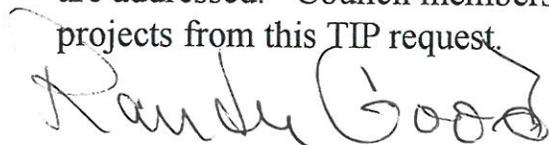
1. First is the county attorney memo telling the county commissioners how to take the railroad easements without paying the landowners, which they did.

Other parcels remain today with a clouded title under the same county Quit Claim Deed as is the case here.

2. Copy of Quit Claim Deed.

3. Quiet Title Action - (Lundvall v Skagit County) Copy - Easement landowners file Quiet Title action against the county and successfully kick the county off of their land. There has been 2 other Quiet Title actions between Sedro Woolley and South county line with same results.

Please consider this information in making your decisions tonight. We recommend removing this project until private property rights of this parcel are addressed. Council members do have the right to request removing projects from this TIP request.



Friends of Skagit County
Randy Good President
35482 SR 20
Sedro Woolley, Wa. 98284
360-856-1199

JOHN MOFFAT
CHIEF CIVIL DEPUTY

DAVE NEEDY
CHIEF CRIMINAL DEPUTY

K. GARL LONG
SENIOR DEPUTY

GOREN VOLLUE
THOMAS BROWN
MORGAN WITT
DIONNE CLASH
KIMBERLY WOODSON
DEPUTIES

MICHAEL RICKERT
SKAGIT COUNTY PROSECUTING ATTORNEY
COURTHOUSE ANNEX - 605 S. 3rd St.
MOUNT VERNON, WASHINGTON 98273
(206) 336-9460 SCAN 554-9460
FAX 336-9347

County Attorney
tells Commissioners
how to steal RR
easement lands

MEMORANDUM

TO: Board of County Commissioners
FROM: John R. Moffat *JRM*
Chief Civil Deputy
DATE: October 16, 1992
RE: Acquisition of Burlington Northern Right-of-Way

Jon Aarstad has advised me that he intends to place on your agenda in the near future your consideration of the purchase from Burlington Northern of approximately 101 acres of abandoned railroad right-of-way for the Centennial Trail. The negotiated purchase price with Burlington Northern is \$113,254.00, approximately one-third of the appraised value of the acreage which is \$326,992.23.

We wish to be sure that you are aware of the fact that one of the reasons why Burlington Northern may be willing to sell at a reduced value is that it is likely that the railroad does not have clear title to the right-of-way which it is selling to the County. The case of King County v. Squire Investment Co., 59 Wash. App. 888 (1990) (copy attached) indicates that where a railroad abandons right-of-way for railroad purposes, the railroad no longer owns the right-of-way; rather, the adjoining property owners own it.

In the Squire Investment Co. case, the Court found that the deed from the property owners to the railroad back in the 1890's conveyed only an easement interest and that after the railroad abandoned the railroad line in 1985 the ownership of the right-of-way reverted to the adjoining property owners. As stated in the Squire Investment Co. case:

Burlington Northern formally abandoned the right of way on July 29, 1985. The easement was extinguished at that moment and its interest reverted to the Squires' (original grantor) heirs. Burlington Northern had no interest to convey to King County for use as a

railroad much less as a trail. Even if the right of way had not been formally abandoned, Lawson v. State, (107 Wn.2d 444 [1986]) defeats the County's argument. Responding to a similar argument, the court stated:

Applying common law principles, we hold that a change in use from "rails to trails" constitutes abandonment of an easement which was granted for railroad purposes only. At common law, therefore, the right of way would automatically revert to the reversionary interest holders.

Lawson at 452. . . .

In summary, the Squire deed conveyed an easement to the railroad which terminated when its successor, Burlington Northern, abandoned the line with the approval of the ICC. The reversionary interest passed to the successors of the grantors. The trial court's alternative holding that the Squire deed conveyed an easement and, consequently, King County acquired no interest in the right of way is affirmed.

59 Wash. App. at 894-95.

In our case, it is impossible to ascertain the exact nature of the ownership of the right-of-way without examining each and every deed through which Burlington Northern or its predecessor-in-interest acquired title to the railroad right-of-way.

It is instructive to note that the Squire Investment Co. case came about because King County elected to file an action to quiet title and to condemn the entire portion of the right-of-way that it intended to use as a trail before it declared the same as a trail. This is certainly the safer way to go and would avoid problems arising later regarding the ownership of the trail. However it would also be more likely to alert adjoining property owners of their potential interest in the trail property.

If the Board is concerned with adjoining property owners exerting a claim to the trail without the County having established formal ownership thereof, an appropriate course of action would be for the County to commence a quiet title action to the 101 acres, color of

title to which it is acquiring through the purchase from Burlington Northern. Then, any adjoining owners who contest the County's quiet title action can be addressed separately either through private negotiation or a subsequent condemnation action. The County may be able to establish title by default judgment against a number of the adjoining property owners in the quiet title action, thus obviating the necessity of paying any compensation to them through a condemnation suit.

Alternatively, the County could post signs indicating the trail is County property and proceed to treat it as County property, subject to being challenged by adjoining landowners for a period of seven years pursuant to RCW 7.28.050. This procedure could result in the County paying less for the land to adjoining owners, but would also result in additional uncertainty of title for some time.

If you have any further questions regarding this, please let me know.

JRM:tad

cc: Jon Aarstad:
Steve Colby
Dave Fleming

Sedro Woolley to Snohomish Line

93 11 25 1993

9303050095 QUIT CLAIM DEED

BURLINGTON NORTHERN RAILROAD COMPANY (formerly named Burlington Northern Inc), a Delaware corporation, Grantor, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, conveys and quit claims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to SKAGIT COUNTY, WASHINGTON, a political subdivision of the State of Washington, of 315 South Third Street, Mount Vernon, Washington 98273-3822. Grantee, all its right, title and interest, if any, in real estate situated in Skagit County, State of Washington, together with all after acquired title of Grantor therein, described on Exhibit "A" attached hereto and made a part hereof

Skagit Co County #01:56

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

EXCEPTING AND RESERVING, however, unto said Grantor, its successors and assigns, all of the coal, oil, gas, casinghead gas and all ores and minerals of every kind and nature, including sand and gravel, underlying the surface of the premises herein conveyed, together with the full right, privilege and license at any and all times to explore, or drill for and to protect, conserve, mine, take, remove and market any and all such products in any manner which will not damage structures on the surface of the premises herein conveyed, together with the right of access at all times to exercise said rights.

If the premises are locally assessed, the Grantee, and for its successors and assigns, by acceptance of this deed, agrees to assume all locally assessed real estate taxes, outstanding and otherwise, and any and all past, present, pending and future assessments of every nature whatsoever, which have been or may be levied against the premises

ALSO, the Grantee, and for its successors and assigns, by acceptance of this deed, hereby releases and forever discharges the Grantor, its successors and assigns, from any and all present or future obligations of the Grantor, its successors and assigns, including but not limited to the construction of or continued maintenance thereto of any railroad fences, snow fences, road crossings, cattle guards, gates, farm crossings, bridges, drainage or irrigation pipes, if any, located and situate on the premises herein conveyed.

By acceptance of this deed, Grantee acknowledges that a material consideration for this release, without which it would not be made, is the agreement by the Grantee and for itself and its successors and assigns that Grantor, its predecessors, successors, and assigns shall be in no manner responsible to the Grantee, any subsequent owner, purchaser, or any person interested therein for any and all claims, demands, damages, causes of action including loss of access, or suits regarding the quiet and peaceable possession of such premises, title thereto, or condition thereof

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its Director, Title Services & Field Support, attested by its Assistant Secretary, and its corporate seal to be affixed on the 29th day of January, 1993.

BURLINGTON NORTHERN RAILROAD COMPANY

BY D.P. Schneider
D. P. Schneider, Director
Title Services & Field Support

ATTEST:

BY Victoria H. Vasquez
Victoria H. Vasquez
Assistant Secretary



#00934
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

MAR - 1993
Amount Paid to
Skagit County Treasurer
By: [Signature]

STATE OF TEXAS }
COUNTY OF TARRANT }

On this 29th day of January, 1993, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared D. P. Schneider and Victoria H. Vasquez, to me known to be the Director, Title Services & Field Support, and Assistant Secretary, respectively, of Burlington Northern Railroad Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Carline Nichols
Notary Public in and for the State of Texas

Residing at: Fort Worth, Texas

My appointment expires: December 20, 1996



BN 2036-22

9303050095

BK1160100550

9303050095

BK1160100549

SKAGIT COUNTY, WASH.
FILED

JUL 18 1996

Phyllis Coole-McKeeshen, Co. Clerk
by _____ Deputy

IN THE SUPERIOR COURT OF WASHINGTON

Centennial trail
quiet title
Landowners get
their property back
after county stole
their easement lands

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ROBERT LUNDVALL, et ux. et al.,)
)
 Plaintiffs)
)
 vs.)
)
 SKAGIT COUNTY, WASHINGTON, a poli-)
 tical subdivision of the State of)
 Washington, et al.,)
)
 Defendants.)

NO. 95-2-01273-9
ORDER ON SUMMARY
JUDGMENT

THIS MATTER coming on for hearing pursuant to motion made under CR 56 for summary judgment; plaintiffs appearing by their attorney, SAM PEACH, defendant Burlington Northern Railroad Company appearing by its attorney, LARRY E. LEGGETT, Skagit County, Washington appearing by its attorney, PAUL H. REILLY, State of Washington not appearing and presenting no argument; the Court having considered plaintiffs' supporting affidavits by John Milnor, together with the 17 deeds attached thereto, and the supporting affidavit of Robert Lundvall; and the Court having further considered the declaration of Rob E. McLendon, together with the 15 acquisition deeds thereto; and having further reviewed the pleadings herein and having carefully studied the briefs supporting summary judgment of plaintiffs and the brief resisting summary judgment by defendant Burlington-Northern Railway which was joined by Skagit County; and having reviewed the reply brief of plaintiffs and hearing oral argument

ORDER ON SUMMARY JUDGMENT

ORIGINAL

SAM PEACH
103 EAST HOLLY STREET, SUITE 515
BELLINGHAM, WASHINGTON 98225
TELEPHONE (206) 734-2030 • FAX (206) 647-1337
WSRA #02500

1
2 of counsel; and the Court noting that after due and timely
3 publication of Summons against the unknown heirs or assigns of
4 the remote grantors of railroad rights of way through Skagit
5 County, Washington, Sections 31, 32, 19, 18 and 17, Township 33
6 North, Range 5 East of W.M., Sections 26, 25, 24, 23, 14, 11 and
7 12, Township 34 North, Range 4 East of W.M., and Sections 25 and
8 26, Township 35 North, Range 4 East of W.M., and also all other
9 persons claiming any right, title, estate, lien or interest in
10 the real property described in the Complaint, and default having
11 been previously entered against all those defendants in
12 accordance with the quiet title statute and that lis pendens was
13 duly filed in the Auditor's office of Skagit County. Now,
14 therefore,

15 IT IS HEREBY ORDERED:

16 (1) Summary judgment in favor of plaintiffs, in accordance
17 with their prayer for relief in their Complaint is hereby
18 granted.

19 (2) Title is quieted in each plaintiff as listed in
20 Schedule A attached and incorporated herein by reference. The
21 legal description of the title quieted in each numbered
22 plaintiff is described under the corresponding number listed in
23 Schedule B attached and incorporated herein by reference.

24 ~~DONE IN OPEN COURT~~ this 19th day of July, 1996.

25
26
27 /s/ JOAN H. McPHERSON
28 JUDGE OF THE SUPERIOR COURT

29 Presented by:

30
31 Sam Peach
32 SAM PEACH, Attorney for Plaintiffs
33 WSBA #2506
34
35