

Memorandum

**CITY COUNCIL
LATE MATERIALS**

To: City Council & Mayor Wagoner
From: Staff
Date: 7/13/2016
Re: July City Scene postage

CITY COUNCIL AGENDA
REGULAR MEETING

JUL 13 2016

7:00 P.M. COUNCIL CHAMBERS
AGENDA NO. _____

Background

Consolidated Press, Inc. submitted the attached postage statement today for the July issue of City Scene. In order to meet the July 29, 2016 mailing deadline, Consolidate Press must receive payment by July 28, 2016.

Recommendation

Move to authorize the issuance of manual check #184214 payable to USPS in the amount of \$1,174.90.

United States Postal Service
Postage Statement — Standard Mail

Comments: _____
 Post Office: Note Mail Arrival Date & Time (Do Not Round-Stamp)

M A I L E R	Permit Holder's Name and Address and Email Address, if Any CONSOLIDATED PRESS INC. (MIKE BELK) 600 SOUTH SPOKANE STREET SEATTLE WA 98134-2225 CAPS Cust. Ref. No. _____ CRID 2435524	Telephone (206)-786-1889 Extension _____	Name and Address of Mailing Agent (If other than permit holder) CONSOLIDATED PRESS INC. (MIKE BELK) 600 SOUTH SPOKANE STREET SEATTLE WA 98134-2225 CRID 2435524	Telephone (206)-786-1889 Extension _____	Name and Address of Mail Owner (If other than permit holder) CITY OF SEDRO-WOOLLEY CRID _____
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M A I L I N G	Post Office of Mailing SEATTLE WA 981342225	Processing Category <input type="checkbox"/> Letters <input type="checkbox"/> Catalogs <input checked="" type="checkbox"/> Flats <input type="checkbox"/> Marketing Parcels <input type="checkbox"/> Parcels - Machinable <input type="checkbox"/> Parcels - Irregular <input type="checkbox"/> CMM	Mailer's Mailing Date 7/29/2016	Federal Agency Cost Code	Statement Seq. No. 16983	No. of Containers 1' MM Trays 2' MM Trays 2' EMM Trays Total Trays Flat Trays Sacks Pallets Other
	Type of Postage <input checked="" type="checkbox"/> Permit Imprint <input type="checkbox"/> Precanceled Stamps <input type="checkbox"/> Metered	Weight of a Single Piece 0.2250 pounds	Combined Mailing <input type="checkbox"/> Mixed Class <input type="checkbox"/> Single Class	SSF Transaction #	Total # of Pieces in Mailing 6,897	Total Weight 1,551.8250
	Permit # 1	For Mail Enclosed Within Another Class <input type="checkbox"/> Periodicals <input type="checkbox"/> Bound Printed Matter <input type="checkbox"/> Library Mail <input type="checkbox"/> Media Mail	<input type="checkbox"/> Mailpiece is a product sample. _____ % Samples			
	For Automation Price Pieces, Enter Date of Address Matching and Coding	For Carrier Route Price Pieces, Enter Date of Address Matching and Coding	For Carrier Route Price Pieces, Enter Date of Carrier Route Sequencing	For Pieces Bearing a Simplified Address Enter Date of Delivery Statistics File or Alternative Method 6/15/2016		

Move Update Method: Ancillary Service Endorsement NCOALink ACS Alternative Method Multiple OneCode ACS n/a Alternative Address Format

This is a Political Mailing Yes No This is Official Election Mail Yes No Letter-size or flat mailpiece contains DVD/CD or other disk.

Parts Completed (Select all that apply) A B C D E F G H L M S NSA

P O S T A G E	1	Subtotal Postage (Add Parts Totals)	1,174.90
	2	Price at Which Postage Affixed (Check one) Complete if the mailing includes pieces bearing metered/PC Postage or precanceled stamps. <input type="checkbox"/> Correct <input type="checkbox"/> Lowest <input type="checkbox"/> Neither pcs. x \$ = Postage Affixed	
	3	Incentive/Discount Flat Dollar Amount	
	4	Fee Flat Dollar Amount	
	5	Permit # _____ Net Postage Due (Line 1 +/- Lines 2, 3, 4)	1,174.90

U S P S	Additional Postage Payment (State reason)	Total Adjusted Postage Affixed
	For postage affixed add additional payment to net postage due; for permit imprint add additional payment to total postage.	Total Adjusted Postage Permit Imprint
	Postmaster: Report Total Postage in AIC 130 (Permit Imprint Only, Excluding Simplified Addressing (EDDM))	Total Adjusted Postage Simplified Addressing (EDDM)

Incentive/Discount Claimed: _____ Type of Fee: _____

The mailer's signature certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the mailer and that the mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment.

Signature of Mailer or Agent _____ Printed Name of Mailer or Agent Signing Form _____ Telephone _____
 Extension _____

N O N U S P S O N L Y	Weight of a Single Piece _____ pound	Are postage figures at left adjusted from mailer's entries? If yes, reason: <input type="checkbox"/> Yes <input type="checkbox"/> No	N O N U S P S O N L Y
	Total Pieces _____ Total Weight _____	Round Stamp (Required) Payment Date	
	Total Postage _____		
	Presort Verification Performed? (If required) <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Mailer Notified _____ Contact _____	
	I CERTIFY that this mailing has been inspected for each item below if required: (1) eligibility for postage prices claimed; (2) proper preparation (and presort where required); (3) proper completion of postage statement; (4) payment of annual fee; and (5) sufficient funds on deposit (if required). USPS Employee's Signature _____	By (Initials) _____ Time _____ AM PM Print USPS Employee's Name _____	

Part F — Standard Mail — Carrier Route Flats**Flats 3.3 oz. (0.2063 lbs.) or less**

Entry	Price Category	Price	No. of Pieces	Subtotal Postage	Discount Total**	Fee Total	Total Postage
F1	None Saturation*	0.205					
F2	None HD Plus	0.230					
F3	None HD	0.235					
F4	None Basic	0.288					
F5	None Basic - CR Bundles/Pallet	0.283					
F6	DNDC Saturation*	0.172					
F7	DNDC HD Plus	0.197					
F8	DNDC HD	0.202					
F9	DNDC Basic	0.256					
F10	DNDC Basic - CR Bundles/Pallet	0.251					
F11	DSCF Saturation*	0.162					
F12	DSCF/DFSS HD Plus	0.187					
F13	DSCF/DFSS HD	0.192					
F14	DSCF Basic	0.245					
F15	DSCF Basic - CR Bundles/Pallet	0.240					
F16	DDU Saturation*	0.153					
F17	DDU HD Plus	0.178					
F18	DDU HD	0.183					
F19	DDU Basic	0.238					
F20	DDU Basic - CR Bundles/Pallet	0.233					
F21	Detached Addr Label	0.035					
F22	Detached Mktg Label	0.035					

Flats EDDM 3.3 oz. (0.2063 lbs.) or less*

Entry	Price Category	Price	No. of Pieces	Subtotal Postage	Discount Total	Fee Total	Total Postage
F23	None Saturation	0.206					
F24	None HD Plus						
F25	None HD						
F26	None Basic						
F27	DNDC Saturation	0.173					
F28	DNDC HD Plus						
F29	DNDC HD						
F30	DNDC Basic						
F31	DSCF Saturation	0.163					
F32	DSCF HD Plus						
F33	DSCF HD						
F34	DSCF Basic						
F35	DDU Saturation	0.154					
F36	DDU HD Plus						
F37	DDU HD						
F38	DDU Basic						

* Full Service Intelligent Mail Option not available

Part F continued next page

Part F — Standard Mail — Carrier Route Flats

Flats Over 3.3 oz. but less than 16 oz.

Entry	Price Category	Piece Price	No. of Pieces	Pieces Subtotal	Pound Price	Pounds	Pounds Subtotal	Subtotal Postage	Discount Total**	Fee Total	Total Postage
F39	None	Saturation*			0.078			0.615			
F40	None	HD Plus			0.084			0.615			
F41	None	HD			0.108			0.615			
F42	None	Basic			0.145			0.701			
F43	None	Basic - CR Bundles/Pallet			0.140			0.701			
F44	DNDC	Saturation*			0.078			0.454			
F45	DNDC	HD Plus			0.084			0.454			
F46	DNDC	HD			0.108			0.454			
F47	DNDC	Basic			0.145			0.540			
F48	DNDC	Basic - CR Bundles/Pallet			0.140			0.540			
F49	DSCF	Saturation*			0.078			0.406			
F50	DSCF/DFSS	HD Plus			0.084			0.406			
F51	DSCF/DFSS	HD			0.108			0.406			
F52	DSCF	Basic			0.145			0.492			
F53	DSCF	Basic - CR Bundles/Pallet			0.140			0.492			
F54	DDU	Saturation*			0.078			0.363			
F55	DDU	HD Plus			0.084			0.363			
F56	DDU	HD			0.108			0.363			
F57	DDU	Basic			0.145			0.449			
F58	DDU	Basic - CR Bundles/Pallet			0.140			0.449			
F59		Detached Addr Label			0.035						
F60		Detached Mktg Label			0.035						

Flats EDDM Over 3.3 oz. but less than 16 oz.*

Entry	Price Category	Piece Price	No. of Pieces	Pieces Subtotal	Pound Price	Pounds	Pounds Subtotal	Subtotal Postage	Discount Total	Fee Total	Total Postage
F61	None	Saturation			0.079			0.615			
F62	None	HD Plus									
F63	None	High Density									
F64	None	Basic									
F65	DNDC	Saturation			0.079			0.454			
F66	DNDC	HD Plus									
F67	DNDC	High Density									
F68	DNDC	Basic									
F69	DSCF	Saturation	6,897	544.8630	0.079	1,551.8250	630.0410	1,174.9040			1,174.9040
F70	DSCF	HD Plus									
F71	DSCF	High Density									
F72	DSCF	Basic									
F73	DDU	Saturation			0.079			0.363			
F74	DDU	HD Plus									
F75	DDU	High Density									
F76	DDU	Basic									

* Full Service Intelligent Mail Option Not Available

F77

Part F Total (Add lines F1-F76)

\$ 1,174.9040

Full Service Intelligent Mail Option

F78 DISPLAY ONLY

Flats - Number of pieces that comply:

x 0.001 = \$

** May contain both Full Service Intelligent Mail and other discount.

For Public Record
Page 1 of 7

Sedro Woolley City Council
Sedro Woolley Wa. 98284

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.

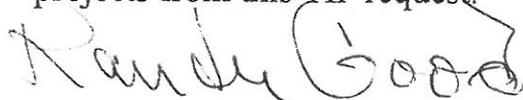
1. First is the county attorney memo telling the county commissioners how to take the railroad easements without paying the landowners, which they did.

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. O'AL LONG
CLERK DEPUTY

CORBIN VOLLUZ
THOMAS BEDDINE
NORMAN WITT
DIONNE CLABEN
KIMBERLY WOODSON
DEPUTIES

MICHAEL RICKERT
SKAGIT COUNTY PROSECUTING AT
COURTHOUSE ANNEX - 605 S. 3rd St.
MOUNT VERNON, WASHINGTON 9827
(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

Sed in Widely to Subdivided Line

33 11/10/93

9303050095 QUITCLAIM DEED

May 16 1993

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, Director Title Services & Field Support

Notary Seal: #00934, State of Texas, Notary Public

ATTEST:

BY Victoria H. Vasquez, Assistant Secretary (Notary Seal)

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, a 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 here to affixed the day and year first above written.

Notary Public in and for the State of Texas
Residing at: Fort Worth, Texas
My appointment expires: December 20, 1996



BN 2036-22

9303050095

EX 1160100550

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

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 thereof of any railroad fences, snow fences, road crossings, cattle guards, gaus, 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 Grantor and for itself and its successors and assigns that Grantor, its predecessors, successors, 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

9303050095

EX 1160100550

SKAGIT COUNTY, WASH.
FILED

JUL 18 1996

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

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