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Court of Appeals No. 662457-I

BEFORE THE WASHINGTON STATE COURT OF APPEALS  
DIVISION ONE

GREGG and KELLY SMITH  
Respondents/Cross-Appellants/Plaintiffs

vs.

LARRY L. PETERSON and SUSAN PETERSON  
Appellants/Cross-Respondents/Defendants

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On Appeal from the King County Superior Court  
KCSC Case No. 08-2-22750-2SEA

RESPONDENT AND CROSS-APPELLANT'S BRIEF

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**TABLE OF CONTENTS**

I. ASSIGNMENT OF ERROR .....1

II. STATEMENT OF THE CASE.....2

    1. Introduction.....2

    2. Background Facts.....5

        (A) Installation of Fence as Common Boundary .....5

        (B) Installation of Gate at the End of the Fence Common Boundary .6

        (C) Equal and Joint Use of the Shared Dock .....7

        (D) The Heaths (and Smiths) Paid Expenses Related to the Shared Dock.....8

        (E) As Recently As 2005, The Petersons Certified a Permit Applications Indicating That The Boundary Line Went Down The Middle Of The Shared Dock.....11

III. ARGUMENT.....12

    1. Standard of Review.....12

    2. The Smiths Established Sufficient Evidence to Establish A Boundary By Acquiescence, that Included ½ Interest in the Shared Dock  
    12

        (A) Sufficient Evidence Was Presented by the Smiths to Establish that the Fence-line was the Acknowledged Boundary .....12

        (B) The Court Erred by Extending the Boundary Line to the “Gate” Rather That Straight Out To The Shared Dock .....20

    3. The Trial Court Correctly Denied The Petersons’ Claim for Adverse Possession or a Prescriptive Easement .....25

        (A) The Petersons Did Not Establish That The Use of the land beneath the Three Pilings was Open, Notorious or Hostile .....27

        (B) The Petersons Did Not Prove Actual Use .....29

        (C) The Petersons Did Not Prove Exclusive Use .....29

IV. CONCLUSION.....31

## TABLE OF AUTHORITIES

### CASES

<i>Cole v. Laverty</i> , 112 Wash.App. 180, 49 P.3d 924 (2002).....	20
<i>Hernandez v. Reed</i> , 239 P.3d 185 (2010) .....	20, 21
<i>In re Snyder</i> , 85 Wash.2d 182, 532 P.2d 278 (1975).....	12
<i>ITT Rayonier, Inc. v. Bell</i> , 112 Wn.2d 754, 757-58, 774 P.2d 6 (1989)....	26
<i>Lamm v. McTighe</i> , 72 Wash.2d 587, 593, 434 P.2d 565 (1967) .....	13
<i>Lilly v. Lynch</i> , 88 Wn.App. 306, 316, 945 P.2d 727 (1997).....	13
<i>Lloyd v. Montecucco</i> , 83 Wn. App. 846, 924 P.2d 927 (1996) .....	15, 16, 26
<i>Morgan v. Prudential Ins. Co. of America</i> , 86 Wash.2d 432, 545 P.2d 1193 (1976).....	12
<i>Muench v. Oxley</i> , 90 Wn.2d 637, 642, 584 P.2d 939 (1978), overruled other grounds by <i>Chaplin v. Sanders</i> .....	26
<i>Nicholls v. Healy</i> , 37 Mich.App. 348, 350, 194 N.W.2d 727 (1972) .....	22
<i>Scott v. Slater</i> , 42 Wn.2d 366, 368, 255 P.2d 377 (1953) .....	19
<i>Skoog v. Seymour</i> , 29 Wn.2d 355, 364-65, 187 P.2d 304 (1947) .....	14
<i>Stone v. Lea Brent Family Investments</i> , 998 So.2d. 448, 455 (2008, Miss.).....	21
<i>The Mountaineers v. Wymer</i> , 56 Wash. 2d 721, 722, 355 P.2d 341 (1960) .....	27

**STATUTES**

RCW 4.16.020 .....27  
RCW 4.16.020(1) .....26

Treatises

Stoebuck, 17 *Washington Practice*, Real Estate § 2.7 (2d ed.) .....28, 29

**Appendices**

Appendix 1..... Findings of Fact and Conclusions of Law

Appendix 2..... Court Adopted Survey

Appendix 3..... Exhibit 1 (Cramer Northwest Survey)

Appendix 4..... Exhibit 6 Excerpts  
.....(Photos of Gate, Fence and Shared Dock)

Appendix 5.....Exhibit 8 (Purchase/Sale Agreement)

Appendix 6..... Exhibit 10 (Residential Building Permit)

Appendix 7.....Exhibit 11 (July 18, 2005 Letter)

Appendix 8.....Exhibit 13 (Site drawings submitted to Bellevue)

Appendix 9..... Exhibit 17 (Email dated February 18, 2008)

Appendix 10..... Exhibit 22 (King Co. Assessor Printout)

Appendix 11.....Exhibit 24 (King Co. Assessor Notes)

Appendix 12.....Exhibit 27 (King Co. Assessor Printout)

Appendix 13.....Exhibit 29 (King Co. Assessor Notes)

Appendix 14.....Exhibit 45 (Sea and Shore A/R report)

Appendix 15..... Exhibit 46 (Marian Heath check)

Appendix 16..... Exhibit 61 (Excerpts of Photos)

Appendix 17..... Exhibit 31 (Site Map submitted to Bellevue)

Appendix 18..... Exhibit 7 (Heath Pictures of Dock)

Appendix 19.....Exhibit 44 (Picture of the bulkhead)

## **I. ASSIGNMENT OF ERROR**

Plaintiffs Gregg and Kelly Smith (hereinafter “the Smiths”) appeal from the lower court’s Findings of Fact and Conclusions of Law and Judgment for the following reasons:

First— the lower court erred in finding that a gate installed by Larry Peterson and Susan Peterson (hereinafter “the Petersons”) was in fact a “veer” in the fence. Based upon this finding, the court erred by drawing a new legal boundary line that went into the Smith’s property, and went north of a shared dock, and which bore no logical basis as related to the either the accepted boundary line of the fence, the calculated/platted boundary line, or the prorated boundary line. In fact, the “veer” was a gate installed by the Petersons to provide “access and egress”; and as a matter of law, that does not give rise to a claim of adverse possession or create a new boundary line.

Second—the lower court erred in finding that the Smiths had not established evidence that the Petersons had acquiesced to the boundary being the existing fence line, and extending out down the middle of the dock and boathouse co-owned by the parties.

Finally—the Peterson’s appeal should be rejected, in that the lower court properly found that under any analysis, the three (3) northern pilings were on the Smith’s property, and that the Petersons had not presented any

evidence to meet the requirements of adverse possession, or the elements of a prescriptive easement. Specifically the court found that the Petersons had not exercised sole and exclusive use of the land under the three (3) northern pilings; the court further found that the only “usage” of the property was a canopy located on the dock, that was not a fixture and was removable; and, that the mere existence of an overhang on the Smiths’ property did not constitute adverse possession or a prescriptive easement.

## **II. STATEMENT OF THE CASE**

### **1. INTRODUCTION**

This matter involves a boundary line dispute between two neighbors who own parcels on the Lake Washington lakeside. Each property owner owned a dock that was well within their property lines. Of concern here was a third dock, which consisted of a (i) wooden dock; (ii) a boathouse, (iii) two (2) boat slips; and, (iv) a removable canopy, that straddled the agreed boundary that followed a fence line that had existed on the property for decades (hereinafter collectively referred to as the “Shared Dock”). Testimony at trial established that the existing fence followed the same line that an older fence that existed between the same two properties owned by the Wolfes and Heaths.<sup>1</sup> This Shared Dock was built by the predecessors-in-interest to the Smiths and Petersons (the

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<sup>1</sup> Verbatim Reporter’s Transcript, January 25, 2010 Afternoon Session, (“RT2”),

Wolfes). When the Petersons purchased their property in 1971, they acknowledged in their purchase and sale agreement that they were only receiving a ½ interest in the Shared Dock.

The Smiths submit that they proved that the Shared Dock is owned jointly by both parties, and that the fence-line between the two properties should be extended out to the Shared Dock, thereby dissecting the dock and boathouse in half. The Petersons argue that the Shared Dock and is owned exclusively by them, and that any claim or use of the Shared Dock was by permission only. The Peterson further claimed that they had acquired, by adverse possession, three (3) pilings which are within the Smith's property line.

The Smiths brought an action for quiet title and injunctive relief, based upon a theory of boundary line by acquiescence. The Petersons counterclaimed for adverse possession of three (3) pilings of a shared dock on the Smith's property.<sup>2</sup>

This appeal emanates from the Findings of Fact and Conclusions of Law entered by Judge Carol Schapira, after a four (4) day bench trial, and several post-trial hearings.<sup>3</sup> The lower court found that plaintiffs had not

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223:14 to 224:3; Appendix #16 (Exhibit 61 excerpts)

<sup>2</sup> Although the Petersons' counsel argued at trial and post-trial, that the Petersons should also be provided an easement, the Petersons did not plead for that relief. The only thing pled by the Petersons was for a finding that they had acquired the Smith's property by "adverse possession". See Clerk's Paper ("CP") 12-15

<sup>3</sup> CP 242-50; Appendix #1

met their burden of proof to establish a fee title to a portion of the third Shared Dock.<sup>4</sup> The lower court adopted a survey prepared by the Petersons dated July 23, 2008 (a year after the Smiths purchased their property from the Heath estate), and found that the fence was, in fact, the appropriate legal boundary accepted by the Smiths and the Petersons (and their predecessors), but then extended the property line in a north-west jog based upon the existence of a gate that had been installed at the end of the fence.<sup>5</sup> The lower court then drew a boundary line out into Lake Washington which ran parallel to the platted and pro-rated boundary lines, rather than perpendicular from the existing bulkhead or at the same angle as the agreed fence-line boundary. The line the court drew had no relation to any of the existing, proposed boundary lines.<sup>6</sup> Finally, the court rejected the Petersons' claim for adverse possession, finding that the Petersons never had exerted exclusive and/or open and hostile possession of the three (3) supporting pilings located on the Smith side of the shore lands or the lands underneath. The court found that the only "use" of those pilings was a canopy resting on top, which could be moved, removed or modified, and was not a fixture such as the "shared" dock.<sup>7</sup>

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4 Finding of Fact ("FOF") #s 8, 9 and 12

5 *Id.*

6 *Id.*; Conclusion of Law ("COL") #s 2, 3 and 4

7 COL #s 6 and 7

## 2. BACKGROUND FACTS

### *(A) Installation of Fence as Common Boundary*

The Smiths and the Petersons are adjoining property owners on Lake Washington in South Bellevue on Hazelwood Lane.<sup>8</sup> The Smiths own the northerly parcel and the Petersons own the southerly parcel. Each parcel has its own dock.<sup>9</sup> Both the Smiths and the Petersons own the tidelands to their respective properties; neither the State of Washington or the Federal Government have a titled interest in them to the knowledge of the parties.

The Smith's predecessor in title was Marian Heath, who is deceased.<sup>10</sup> She, and her husband, from whom she was divorced in about 1980, owned the Smith Property from prior to 1960 until December 2007 when the property was conveyed to the Smiths.

The Petersons' predecessors in title were Mr. and Mrs. Rudolph Wolfe. The Petersons purchased their property from the Wolfes in 1971. Larry Peterson replaced a fence between the Smith Property and the Peterson Property at or near the time he purchased the property in 1971.<sup>11</sup> This fence does not lie on the platted boundary line but rather ran NE-SW

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8 FOF #s 1 and 2

9 *Id.*

10 The actual seller was a family trust who owned the property after Marian Heath's death.

11 Verbatim Reporter's Transcript, January 25, 2010 Morning Session, ("RT1"), 94:11 to 95:5; RT2, 223:14 to 224:3

of the platted (or calculated) line. The fence actually stopped short of the bulkhead and dock.<sup>12</sup>

***(B) Installation of Gate at the End of the Fence Common Boundary***

At the westerly end of the fence, Larry Peterson installed a gate allowing access from the Smith Property to the Shared Dock. The gate veered from the fence line, heading north-west by several feet.<sup>13</sup> Larry Peterson testified that he installed the gate in the early 1980s, and that his purpose of putting the gate in was for “access and egress...***for anybody.***”<sup>14</sup> (Emphasis added). Larry Peterson also testified that the purpose of the gate was “[i]f I needed to get over there [the Heath/Smith property] and go that direction or they [the Smiths/Heaths] needed to come this direction.”<sup>15</sup>

Larry Peterson was asked at trial why he veered the gate, rather than extend the line of the fence straight out to the water. Peterson testified that:

Two or three reasons, I guess. I think when I put the veer in there, I had removed the chain link fence, and I still wanted to maintain a divider between Heaths' dog and my dog, so to speak, or my kids, and -- and so that was a reason to -- to put the veer in there. Two is to give better access to my dock.<sup>16</sup>

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12 See Appendices #1 and 16

13 Appendices #4, 16 and 18

14 RT1, 97:14 to 98:12

15 *Id.*

16 RT1, 98:15-20. One of the photographs in Appendix #16 shows the chain-link fence that was installed by the Petersons to enclose their yard, and prevent access from their side only to the lake. The chain link fence ***did not*** prevent the Heaths from accessing the Shared Dock.

Larry Peterson also testified that he jogged the gate to the northwest, rather than extended it straight from the fence, because to do the latter would have resulted in the gate preventing access to the Shared Dock.<sup>17</sup> Larry Petersons did not consult with a surveyor when he built the gate.<sup>18</sup> Members of the Heath family testified that the latch on the gate was on the Smith/Heath side of the gate (i.e. the Peterson could not lock out the Heaths or Smiths from accessing the property or Shared Dock).<sup>19</sup> In addition, members of the Heath family do not remember the gate being locked or inoperable, and could not recall any physical barrier erected to prevent them from accessing the Shared Dock.<sup>20</sup>

***(C) Equal and Joint Use of the Shared Dock***

The Smiths contend that they proved at the time of trial that the fence and a line following it through the middle of the dock, bisecting the boathouse and 2 boat slips, has been the long accepted boundary line between the two properties. From 1960 until 1971, the Heath's and Mr. Wolfe equally shared the dock, each using their respective sides of the dock, and boat slips, as well as paying for the maintenance and upkeep of their respective sides.<sup>21</sup>

The evidence at trial established that that when the Petersons

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17 *Id.*

18 *Id.*

19 RT2, 163:20 to 164:5; see Appendix #4

20 RT2, 166:3-9; 274:13 to 275:9; 276:15 to 24

purchased their property, they acknowledged in writing that they took it subject to a 50% interest in the Dock with the Heaths. In fact, the purchase and sale agreement signed by the Petersons and the Wolfes unambiguously stated that the Petersons only had a 1/2 interest in the Shared Dock.<sup>22</sup> The Smiths also were specifically told that a 50% interest in the Dock transferred with the sale of the property to them in 2007.<sup>23</sup>

***(D) The Heaths (and Smiths) Paid Expenses Related to the Shared Dock***

**(1) The Heaths Paid Property Tax on the Shared Dock**

The Petersons assert that joint use of the dock existed until the late 1970's to the early 1980's but after that time Marian Heath, and/or her family members and guests, did not use it after that at any time.<sup>24</sup> The Petersons claim they have made all payments regarding the Shared Dock. They thus claim that the Heaths abandoned any existing agreement before the Smiths took title to the property. The Smiths believe that the substantial evidence submitted to the lower court proves otherwise.

For example, the Smiths proved that in 1993 the King County Assessor reclassified the Shared Dock as jointly owned by the Petersons

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21 *Id.*

22 Appendix #5

23 RT2, 249:24 to 252:15; Appendix #9

24 Marian Heath suffered from Alzheimer's disease. At some point, her grandson Dean Secord moved in to help her manager her home and finances; later a mutual friend moved in as well as a caretaker. Secord testified that they periodically accessed the Shared Dock during this time period. RT2, 195:12 to 196:14

and the Heaths/Smiths, and that the King County Assessor assigned value to the Shared Dock and to the Smiths' property for purposes of taxation and those taxes have been paid and continue to be paid. According to the testimony of Lou Willett, the King County Assessor's office received a request in or about 1993 there was a "CR" request by the Petersons to reassess ½ of the Shared Dock to the Heath's property.<sup>25</sup> Mrs. Willett testified that she contacted the Petersons, confirmed that "half of covered dock belongs to Minor 2030" and spoke with the Petersons' son.<sup>26</sup> Based upon her investigation and the review initiated by the Minor 2060 (or Peterson) parcel, Mrs. Willett allocated ½ of the Shared Dock to the Heath (or Minor 2030) Parcel.<sup>27</sup>

## **(2) The Heaths Contributed Repair Expenses for the Shared Dock**

The Smiths also proved that Marian Heath made payments to Sea & Shore Construction for work on the Shared Dock and covered boathouse. In 1997, Marian Heath paid \$2,199.15 (including sales tax) towards those repairs. Marian Heath's grandson, Dean Secord, testified that Marian Heath believed she owned ½ of the Shared Dock, and had paid

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Shared Dock during this time period. RT2, 195:12 to 196:14

25 RT1 126:9 to 131:2. Mrs. Willett testified the Petersons' property, which is identified for tax purposes as Parcel 2060, requested a CR (or Characteristic Review) of the dock. See also Verbatim Reporter's Transcript, January 26, 2010 Morning Session, ("RT3"), 20:18-24. See also Appendices #s 10-13

26 RT3, 21:7 to 22:21

27 RT3, 32:1-19;

for ½ of the repairs to the dock for that reason.<sup>28</sup>

**(3) The Heaths and Friends Regularly Used the Shared Dock Without Permission from the Petersons**

The Smiths also proved that members of the Heath family regularly used the Dock at all relevant times.

First—there was testimony that for a number of years, the Heaths used the northern boat slip of the Shared Dock, and kept an older boat in that slip in the 1970s and early 1980s.<sup>29</sup> Tammy Heath, the daughter of Marian Heath, testified that the Heaths kept both the “Sea Wolfe” in the Northern boat slip, as well as tied-off a 576 Bayliner to the pilings of the Shared Dock because it would not fit into the Northern slip.<sup>30</sup>

Second—a family friend of the Heaths, Lori Kozai, testified that she recalled playing on the Shared Dock in her youth (through the 1960s and 1970s),<sup>31</sup> and that in 1990 Marian Heath threw Ms. Kozai a bridal shower, and the people used the Shared Dock as part of the bridal shower.<sup>32</sup>

Finally—Heath family members testified that even after the “Sea Wolfe” was removed, the Heath family continued to store equipment in

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28 RT2, 200:11 to 204:7; Appendices # 14 and 15; RT2, 167:4 to 169:2; 169:20 to 170:3

29 RT3, 172:11-23; 174:15 to 175:3

30 RT2, 232:3-21; 233:6-21 (Appendix #18)

31 RT2, 209:6 to 210:21

32 RT2, 212:1-15; RT2, 229:25 to 231:9; 222:18 to 223:13; 224:19 to 225:3

their ½ of the boathouse, including water skis, vests, and other items.<sup>33</sup>

***(E) As Recently As 2005, The Petersons Certified a Permit Applications Indicating That The Boundary Line Went Down The Middle Of The Shared Dock***

In 2005, Larry Peterson submitted to the City of Bellevue a certified Residential Building Permit Application.<sup>34</sup> The purpose of that application was to reconfigure his separate dock for safer moorage.<sup>35</sup> As part of that project, the Petersons contracted with Sea & Shore to draw up the appropriate site map and do the work, and the Petersons submitted them to the City of Bellevue and the Army Corps of Engineers.<sup>36</sup> In the drawing submitted to the City of Bellevue, the Peterson/Heath property line indicated that it went down the fence-line, through the middle of the Shared Dock. The permit signed by Mr. Peterson listed him as the “contact person” and he certified that all information he provided in his application was “true and correct”.<sup>37</sup>

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33 RT2, 222:18 to 223:13; 224:19 to 225:3

34 Appendices # 6, 7, 8 and 17

35 RT1, 75:3-13

36 RT1, 83:23 to 84:22; Appendices # 8 and 17

37 *Id.* Mr. Peterson testified at trial that he didn't realize that his contractor had made “a mistake” when it drew the property boundary line down the middle of the dock. See Appendices # 8 and 17. However, as noted above, Larry Peterson submitted everything to the City of Bellevue, and certified their accuracy as part of the permitting process. In fact, in a letter dated July 18, 2005, the City of Bellevue specifically raised the issue of the uncertain boundary line and requested further information from Larry Peterson. See Appendix #7.

### III. ARGUMENT

#### 1. STANDARD OF REVIEW

Where the trial court has weighed the evidence, the Court of Appeal's review is limited to determining whether the findings are supported by substantial evidence and, if so, whether the findings in turn support the trial court's conclusions of law and judgment. *Morgan v. Prudential Ins. Co. of America*, 86 Wash.2d 432, 545 P.2d 1193 (1976). Substantial evidence is evidence in sufficient quantum to persuade a fair-minded person of the truth of the declared premise. *In re Snyder*, 85 Wash.2d 182, 532 P.2d 278 (1975).

#### 2. THE SMITHS ESTABLISHED SUFFICIENT EVIDENCE TO ESTABLISH A BOUNDARY BY ACQUIESCENCE, THAT INCLUDED ½ INTEREST IN THE SHARED DOCK

##### *(A) Sufficient Evidence Was Presented by the Smiths to Establish that the Fence-line was the Acknowledged Boundary*

Under Washington law, if adjoining landowners recognize and acknowledge a common boundary, then the courts will consider those to be the "true dividing line" between the properties:

**In the settlement of boundaries, the mutual recognition and acquiescence doctrine supplements adverse possession. *Lloyd v. Montecucco*, 83 Wash.App. 846, 855, 924 P.2d 927 (1996) (citing STOEBUCK, § 8.21 at 519), review denied, 131 Wash.2d 1025, 937 P.2d 1101 (1997). In *Mullally v. Parks*, 29 Wash.2d 899, 906, 190 P.2d 107 (1948), the court noted:**

**[T]his court has consistently held that where boundaries**

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***have been defined in good faith by the interested parties, and thereafter for a long period of time acquiesced in, acted upon, and improvements made with reference thereto, such boundaries will be considered the true dividing line and will govern, and whether the lines as so established are correct or not becomes immaterial.***  
**(Emphasis added)**

*Lilly v. Lynch*, 88 Wn.App. 306, 316, 945 P.2d 727 (1997)

In order to establish a boundary line by acquiescence, the following elements must have been proven. (1) The line must be certain, well defined, and in some fashion physically designated upon the ground, e.g., by monuments, roadways, *fence lines*, etc.; (2) in the absence of an express agreement establishing the designated line as the boundary line, the adjoining landowners, or their predecessors in interest, *must have in good faith manifested, by their acts, occupancy, and improvements* with respect to their respective properties, a mutual recognition and acceptance of the designated line as the true boundary line; and (3) the requisite mutual recognition and acquiescence in the line *must have continued for that period of time required to secure property by adverse possession.*

(Emphasis added) *Lamm v. McTighe*, 72 Wash.2d 587, 593, 434 P.2d 565 (1967).

In the trial court, the Smiths established that the parties, including their predecessors in interest (the Heaths and Wolfes) acknowledged and acquiesced to the fence line as the common boundary between the two

parcels. As will be established *infra*, the Smiths not only proved each element, but the trial court indeed *found* that the fence line did established the agreed boundary between the property; however, the court erroneously shifted the boundary line north-west along a later installed gate, rather than projecting the line out straight (which would have continued along the Shared Dock, dividing it equally as the parties had long adopted and agreed to).

**(1) The Boundary Line, including the Shared Dock, Was Certain**

Courts have found that a fence line can establish a common and practical boundary. See *Skoog v. Seymour*, 29 Wn.2d 355, 364-65, 187 P.2d 304 (1947) (boundary must be well defined to support prescriptive claims), overruled on other grounds by *Chaplin v. Sanders*, 100 Wn.2d at 862, n.2. In this case the lower court, in fact, found that the fence line had been adopted, first by the Wolfes and the Heaths, and then by the Petersons and Heaths, as the common boundary line.<sup>38</sup>

Both the testimony from the witnesses and the evidence admitted at trial demonstrated that there was a well defined boundary line, marked by the fence that was existence for nearly 50 years. The fence line was clearly defined, and if logically extended, would project straight down the

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38 See Finding Nos. 5, 6 and 7

Shared Dock, and through the middle of the boathouse, bisecting *equally* the two (2) boat slips. The evidence also established that both parcels continued to use the Shared Dock, made improvements to the Shared Dock, and the Petersons requested that the King County Tax Assessor attribute ½ of the property taxes on the Shared Dock to the Heath/Smith Parcel, creating a recognition and acceptance as the fence being the true boundary line and each property owning their half of the dock and boat slips.

Case law establishes that the lower court had the power to extend the fence line up the middle of the dock. In *Lloyd v. Montecucco*, 83 Wn. App. 846, 924 P.2d 927 (1996), the Court of Appeals decided a case of adverse possession regarding competing claims to a tract of land. The trial court extrapolated a line of possession which the court of appeals upheld and stated:

**Noting that there is no direct evidence the Montecuccos actually possessed every square yard of the disputed tract, we conclude nonetheless that the trial court's demarcation was proper. Courts may create a penumbra of ground around areas actually possessed when reasonably necessary to carry out the objective of settling boundary disputes. Stoebuck, § 8.9, at 495. Regarding the straight line the trial court drew between the fence and the bulkhead, courts will project boundary lines between objects when reasonable and logical to do so. Frolund v. Frankland 71 Wash.2d 812, 820, 431 P.2d 188 (1967), overruled on other ground Chaplin v. Sanders, 100 Wash.2d 853, 676 P.2d 431 (1984). (Emphasis added)**

*Lloyd v. Montecucco*, 83 Wn. App. at 853-54.

In this case, the findings by the trial court make no logical sense. As can be seen from the Survey obtained by the Smiths (Appendix #3), the existing “calculated” (or platted) boundary line (the dotted line) traversed in a westerly direction, out to Lake Washington. If the platted boundary line was adopted, virtually all of the Shared Dock, as well as a portion of the Petersons’ property, would have been part of the Smith’s Parcel. Instead, the parties had agreed and acquiesced to the existing wood fence being the property line. The court correctly found that the Wolfes and Heaths, and later the Petersons and Heaths, all adopted the fence line as the agreed boundary. Again, a review of the Smith Survey demonstrates that *had* the court projected the fence line out, straight to the dock, it would dissect the boathouse equally, providing one slip to the north (the Smiths), and one slip to the south (the Petersons).<sup>39</sup>

Instead—the court veered the boundary line northwest, along a later installed gate, ***and then*** drew a third boundary line out to Lake Washington parallel, but in no logical relation, to the platted and pro-rated lines. Unlike the *Lloyd* case, the line the trial court drew was not projected out between two, reasonable objects but rather goes straight out into the lake.

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39 See Appendices #s 3, 4, 18

The trial court further erred by concluding that there was “no definite line or demarcation of ownership interests sufficient to give rise to a boundary by acquiescence in the dock.”<sup>40</sup> First—projecting the fence line out into Lake Washington directly not only bisected the dock, it ended up dissecting the two (2) boat slips equally. Second—the dock itself could serve as a demarcation, where the two boat slips were used by the Wolfes and the Heaths respectively. Finally—there were sufficient demarcations including nails and the center of the bulkhead which could have delineated an agreed boundary consistent with the established (and court-adopted) fence line.<sup>41</sup>

In *Lloyd*, the appellate court upheld the lower court drawing a straight line between the fence and a bulkhead in tidelands, finding “that Courts are not required to find a blazed or manicured trail along the path of the disputed boundary; it is reasonable and logical to project a line between objects when the extent of the adverse possessor's claim is open and notorious as the character of the land and its use requires and permits. (citing *Frolund*, 71 Wash.2d at 820, 431 P.2d 188).” *Id.*

In this case, the trial court correctly adopted the fence line as the common, agreed boundary between the Peterson and Smith parcels. However, as argued below, the Court erred by not continuing the line out

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40 Finding No. 10

41 See Appendix #19

to the middle of the Shared Dock, but veering the line along the gate that was installed by Larry Peterson. Had the court correctly followed the evidence and the legal precedent, the trial court should have extended the line down the middle of the dock as this was evident from the prior use, agreement and acquiescence by the parties.

**(2) There Was Both An Express, And An Implied, Agreement That The Fence Was The Boundary Line For Both The Parcels And The Shared Dock, and That Both Parcels Contributed to the Upkeep and Taxes**

The undisputed evidence presented at trial demonstrated that a pre-existing fence was the adopted boundary line when both the Heath's and Wolfes lived at the two properties. It is also undisputed that when the Petersons purchased their property, they acknowledged in writing that they knew there was an agreement in place regarding the Dock and boat slips and admitted that they were only purchase a "1/2 interest" in the Shared Dock.<sup>42</sup> The court adopted the boundary line at the fence for the two parcels. In fact, the evidence presented at trial showed that the original parties acted upon their express and implied agreements, as did the current owners of the property. The Peterson's apparently sought to change this "agreement" after the Smith's bought the property.<sup>43</sup>

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42 See Appendix #5

43 In fact, the testimony at trial was that the Petersons were in fact interested in purchasing the Heath property and were unsuccessful in their endeavors to do so. RT2, 239:4 to 240:20. The testimony and evidence at trial was also that Larry Petersons

Moreover, in the absence of an agreement, a court looks to the actions of the parties to determine what the boundary was. The record establishes that the Petersons, the Heath and Wolfe families and the Smiths, through their actions, manifested a belief that the Fence was the boundary line for the requisite 10 year period and that it extended along the mid-point of the Dock. See *Scott v. Slater*, 42 Wn.2d 366, 368, 255 P.2d 377 (1953) (“The period of time which must elapse before a boundary line is established by acquiescence is the same as is required to secure property by adverse possession.”). Members of the Heath family and their friends testified that they not only used the dock and boat slips, but that power to the dock was, for a time, derived from the Heath property and the Heaths paid for portions of the dock’s upkeep. To the contrary, the Petersons did not present any evidence that they maintained a “constant surveillance” of the Shared Dock, or ever excluded the Heaths from the Shared Dock. The evidence also demonstrated that at the Petersons’ request, the King County Department of Assessment re-characterized the taxation of the dock, and further established that the Petersons owned only “½ % the dock and covered” (boat slips). Lou Willet testified that the King County Assessor’s department assessed the Heath/Smith parcel with 50% ownership of the Shared Dock and assessed

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acknowledged to Tammy Heath at the time the Smiths were purchasing the property that the Shared Dock was, in fact, shared. Appendix #9

the Heath/Smith parcel for 50% of the taxes since at least 1993.

***(B) The Court Erred by Extending the Boundary Line to the “Gate” Rather Than Straight Out To The Shared Dock***

Although there are no Washington cases directly on point, by analogy Washington authority has consistently held that placement of an unlocked “gate” alone to deny access to an easement is not sufficient to establish adverse possession. For example, in *Cole v. Laverty*, 112 Wash.App. 180, 49 P.3d 924 (2002), the court held that the placement of a fence, locked gates, and bathtub planters were not obstructions that would create a hostile and exclusive interest over an existing easement. A review of out-of-state case authority, however, also supports the notion that the construction of a gate, which permits egress and ingress, is not sufficient to create a boundary for the purpose of adverse possession.

In a recent Oklahoma case, *Hernandez v. Reed*, 239 P.3d 185 (2010), the appellant Reed argued that he had hostile and exclusive use of an 8 foot, four inch strip of land that was titled to other parties. Reed argued he had installed a chain-link fence that segregated the strip of land, and that over a period of 15 years, he had used the area of land exclusively. Evidence established that Reed had mowed and landscaped the strip of property, and periodically installed fixtures and playground equipment in the strip of land. *Id.* at 189. The evidence showed,

however, that Reed never *fully enclosed* the strip of land, and that in fact, allowed other parties free ingress and egress to the disputed strip of land. *Id.* at 189-90. One witness testified that Reed had removed a lock on the gate, and given one of the parties to the lawsuit a key to the new lock. *Id.*

The Oklahoma court held:

**Cutting the lock and then providing Appellee Goesch a key, effectively giving her unfettered access through her gate to the disputed tract, is problematic for Appellants' adverse possession claim as well. This accommodating behavior is not compatible with a hostile claim of right against Appellees. Appellants dismiss this incident, arguing they assumed ownership of the disputed tract in 1989 and therefore already owned it before bolt-cutting and opening the gate.**

***Ultimately, Appellants' 1989 ownership claim does not reconcile with their ever-changing ebb and flow of influence over this eight-foot strip, with fixtures that came and went and pieces of fence that never quite encircled the disputed property....Appellants presented evidence they treated and thought of this area as their own yard. However, the boundaries were porous and Appellants' actions were at times ambiguous, clear and positive proof was lacking.***

**The record supports the trial court's decision which found Appellants never quite exercised exclusive control of the disputed area. Giving Appellee a key to the gate provided the trial court additional evidence that Appellants' possession was more tentative than adverse possession requires. (Emphasis added).**

*Id.* See also *Stone v. Lea Brent Family Investments*, 998 So.2d. 448, 455 (2008, Miss.)—holding: “Our case law has long recognized *that putting a gate on one's property is not necessarily indicative of adverse possession*”

(emphasis added); *Nicholls v. Healy*, 37 Mich.App. 348, 350, 194 N.W.2d 727 (1972)—holding: “A gate had been put in the fence and was eventually removed. *Even if not removed, maintenance of a gate across the right of way if it permitted use of the way ‘would not constitute an obstruction to the way or result in the loss of the way by ouster or adverse possession.’*” (Emphasis added).

As noted above, the court found that the Petersons and the Heath family “respected the fence line as the common boundary between the two parcels” and that each owner “maintained and used up to the fence line on their side....”<sup>44</sup> The trial court erred, however, by finding that when Larry Peterson installed a gate in the 1980s, that the Petersons and Heaths “respected the extension of the fence line in the northwesterly direction as if it were the legal boundary between the two parcels.”<sup>45</sup> Based upon this gate, which the trial court characterized as a “veer”, the court adopted a legal boundary line that followed the fence-line up to the gate, then in a northwesterly direction, then straight out into the water, north of the Shared Dock.<sup>46</sup>

To the contrary, the overwhelming evidence established that the gate installed by Larry Peterson was done to keep the Heath and Petersons’ dogs segregated—but not to prevent access to the Shared Dock by the

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44 Finding No. 7

45 *Id.*

Heaths or anyone else for that matter. Larry Peterson testified that he installed the gate in the early 1980s, and that his purpose of putting the gate in was for “access and egress...*for anybody.*”<sup>47</sup> (Emphasis added). Larry Peterson also testified that the purpose of the gate was “[i]f I needed to get over there [the Heath/Smith property] and go that direction or they [the Smiths/Heaths] needed to come this direction.”<sup>48</sup> The latch on the gate was installed *on the Heath side*, giving the Heaths/Smiths not the Petersons, the ability to lock out access.

Larry Peterson was asked at trial why he veered the gate, rather than extend the line of the fence straight out to the water. Again, Peterson testified that:

Two or three reasons, I guess. I think when I put the veer in there, I had removed the chain link fence, and I still wanted to maintain a divider between Heaths' dog and my dog, so to speak, or my kids, and -- and so that was a reason to -- to put the veer in there. Two is to give better access to my dock.<sup>49</sup>

Peterson further testified that the reason he “veered” the gate rather than extend it out straight was because, had he gone straight out, it would have blocked access to the Shared Dock. Members of the Heath family testified that the latch on the gate was on the Smith/Heath side of the gate (i.e. the Peterson could not lock out the Heaths or Smiths from accessing

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46 FOF #8 and COL #s 3 and 4

47 RT1, 97:14 to 98:12

48 *Id.*

49 RT1, 98:15-20

the property or Shared Dock).<sup>50</sup> In addition, members of the Heath family do not remember the gate being locked or inoperable, and could not recall any physical barrier erected to prevent them from accessing the Shared Dock.<sup>51</sup>

Quite simply, there was no substantial evidence for the trial court to conclude that the supposed “veer” (i.e. a gate) was the accepted boundary by the parties. Unlike the agreed boundary of the fence that was fixed and stationary, and *did not* provide ingress and egress amongst the two (2) parcels, the gate was put in by Larry Peterson specifically to provide ingress and egress to the Shared Dock. The gate was never locked, and the latch was on the *Heath/Smith* side thereby giving them complete control over access. This scenario is no different than existing Washington and out-of-state authority which holds that the placement of a gate alone does not meet the open, hostile, and exclusive use required of adverse possession.

For the foregoing reasons, the Smiths respectfully submit that the trial court erred in its judgment as follows: First—the trial court erred by accepting the gate as a valid extension of the boundary line. The trial court correctly found that the existing fence-line was the accepted, acquiesced boundary, and therefore under the existing Washington case

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50 RT2, 163:20 to 164:5; see Appendix #4

51 RT2, 166:3-9; 274:13 to 275:9; 276:15 to 24

law, should have projected out the fence-line to the boathouse of the Shared Dock, which would have equally bisected the two boat slips. Second—the court erred by ignoring the existing platted and fence boundary lines, and by drawing a third boundary line projected out to Lake Washington that had no relationship to any of the existing boundary lines. Finally—the court erred by finding that the Smiths had not proven that the Shared Dock had long been agreed to be equally owned by the parties, and that the dock itself had markers and demarcations that would have led to the conclusion that Wolfes and the Heaths, and then later the Petersons and the Heaths, accepted the Shared Dock as evenly divided.

Based thereon, the Smiths respectfully request that this court reverse the findings of the trial court.

**3. THE TRIAL COURT CORRECTLY DENIED THE PETERSONS' CLAIM FOR ADVERSE POSSESSION OR A PRESCRIPTIVE EASEMENT**

The Petersons asserted a counterclaim for adverse possession to a portion of the Smith's property (the three (3) northern-most pilings on the Smith's Parcel). The trial court correctly found that the Petersons had not exercised sole and exclusive use of the land under the three (3) northern pilings; that the only "usage" of the property was a canopy located on the dock, that was not a fixture and was removable, and that the mere

existence of an overhang on the Smiths' property did not constitute adverse possession or a prescriptive easement.

As the presumption of possession is in the holder of legal title, the party claiming to have adversely possessed the property has the burden of establishing the existence of each element. See *ITT Rayonier, Inc. v. Bell*, 112 Wn.2d 754, 757-58, 774 P.2d 6 (1989); *Muench v. Oxley*, 90 Wn.2d 637, 642, 584 P.2d 939 (1978), overruled other grounds by *Chaplin v. Sanders*. “The holder of legal title is presumed to have possession; the party claiming to have adversely possessed the property has the burden of establishing the existence of each element.” *Lloyd v. Montecuceo*, 83 Wn. App. 846, 852-53, 924 P.2d 927 (1996).

The record does not contain any evidence to support any claim of adverse use for a period of ten years prior to the initiation of this action. RCW 4.16.020(1). In Washington, the use upon which a claim for adverse possession is made must exist for a ten-year period which must be concluded/perfected before the commencement of the action. The statute specifically states:

For actions for the recovery of real property, or for the recovery of the possession thereof; and no action shall be maintained for such recovery unless it appears that the plaintiff, his or her ancestor, predecessor or grantor was seized or possessed of the premises in question within ten years before the commencement of the action. (Emphasis added.)

RCW 4.16.020; see also, *The Mountaineers v. Wymer*, 56 Wash. 2d 721, 722, 355 P.2d 341 (1960). A typical definition of prescription or adverse use is: “The use of another's land, in some way in which one might use an easement, if continued for 10 years, creates an easement if the use is (1) actual over a uniform route, (2) open and notorious, (3) hostile, (4) continuous, and (5) exclusive.” *Id.*

***(A) The Petersons Did Not Establish That The Use of the land beneath the Three Pilings was Open, Notorious or Hostile***

The trial court found that the Petersons did not use the land beneath the northern edge of the boathouse canopy (which is on the Smith parcel). The trial court further found that any “use” was of the overhang of the canopy and the fact that it rested on three (3) pilings in the water. The court correctly found that the mere fact the canopy hung over the Smiths’ property was not an open, notorious and hostile use to constitute adverse possession, or a prescriptive easement, over that land. Moreover, the trial court correctly noted that the canopy itself was removable. While the court did not require the Petersons to tear down the canopy, since it would be wasteful, the trial court did conclude that the canopy ultimately could be removed, or moved to within the Peterson property line.

Moreover, to the extent that the Smiths argument is that the boundary line was actually the fence line, which bisects the dock and

boathouse, the then both the pilings and the canopy are on the Smiths land. Finally, there is clear and convincing evidence that the Heaths regularly used the northern slip of the boat house, tied off their boats on the pilings, and stored material in the northern slip of the boathouse. All of this points to the fact that the Petersons *did not* have open and notorious use of the land north of the Shared Dock and the boathouse.

Of greater significance is that the Petersons put on absolutely no evidence that their alleged “use” of the land on the Smith parcel was “hostile.” “The hostility requirement is the most important element of the law of prescription, as it is of the law of adverse possession. It is also the area of greatest confusion. All “hostility” should mean is that the usage was without the owner's permission; that is all that is required for a trespass.” Stoebeck, 17 *Washington Practice*, Real Estate § 2.7 (2d ed.). If the owner of land has actually given another permission to use it, generally in the form of a license, the usage is not hostile. *Id.*

To the contrary, all evidence put before the trial court established that, at a minimum, the use of the dock was shared and permissive. Even accepting the best case scenario for the Petersons (to wit: that the entire Shared Dock is on their property line), the Petersons did not deny that both they and their predecessors shared use of the dock at all times with the Heaths, and likewise the Heaths permissively allowed the Wolfes and the

Petersons to use their portion of the dock as well (not to mention to draw power to the dock from their property).

***(B) The Petersons Did Not Prove Actual Use***

By the very nature of prescriptive use, there must be some “actual,” physical use of another's land. A good general statement is that the use must be the kind of use one would make of an easement, whether for walking, driving, utility lines, or otherwise. The nature of the use defines the nature, or scope, of the easement that may be obtained by prescription and its location. *Id.* The Petersons did not adduce any evidence at trial that they ever used, or repaired, the three (3) pilings on the Heath/Smith parcel. To the contrary, Larry Peterson testified he had undertaken no repairs on the pilings—which he claimed are badly in need of refurbishment, because “he needed the Smith’s permission”.<sup>52</sup> The fact that the canopy “hangs over” the Smith’s property, does not amount to an actual, “physical” use of the property. Moreover, the court correctly found that the mere fact that a removable canopy partially rests on three (3) pilings located on the Smiths’ land did not give rise to adverse possession, a prescriptive use, of the land beneath the pilings.

***(C) The Petersons Did Not Prove Exclusive Use***

In addition to not meeting the foregoing elements, the Petersons

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<sup>52</sup> Verbatim Reporter’s Transcript, January 27, 2010 Afternoon Session, (“RT4”), 197:19 to 198:17

did not prove that they had “exclusively” used the portion of the Smith’s parcel in issue. Again, the evidence presented to the trial court established that during the four (4) decades the Petersons resided alongside the Heaths, both neighbors regularly used the Shared Dock, the boat slips and the area surrounding the Shared Dock. There was evidence that Mr. Heath stored a Bayliner boat tied off on the northern three (3) pilings. Finally, the trial court correctly found that the Petersons presented no evidence that they have ever made exclusive use of the land beneath the canopy.

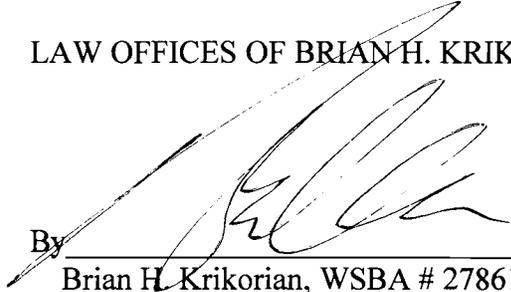
For all of the foregoing reasons, the trial court properly found that the Petersons did not prove their claim for adverse possession of the area in question, nor did the Petersons present sufficient evidence to establish a prescriptive easement to the area.

**IV. CONCLUSION**

Based upon all of the foregoing, the Smiths respectfully request that the findings of the trial court related to the mutual boundary by acquiescence be reversed, and that the appropriate boundary be found to be the fence line, down the center of the Shared Dock.

Dated: March 18, 2011

LAW OFFICES OF BRIAN H. KRIKORIAN

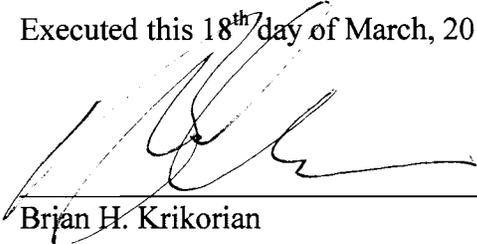
By   
Brian H. Krikorian, WSBA # 27861  
Attorneys for Respondents and Cross-Appellants  
Gregg and Kelly Smith

On March 18, 2011, I caused to be served a copy of the document described as Respondents' Brief on the interested parties in this action, by United States, First Class Mail and email, addressed as follows:

Charles "Ted" Watts  
Oseran Hahn Spring Straight & Watts, P.S.  
10900 NE 4th Street, Suite 1430  
Bellevue, WA 98004

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Executed this 18<sup>th</sup> day of March, 2011.



\_\_\_\_\_  
Brian H. Krikorian

**Appendix 1 ..... Findings of Fact  
and Conclusions of Law**

**FILED**

KING COUNTY, WASHINGTON

OCT 14 2010

SUPERIOR COURT CLERK  
JENNIFER L. SCHNARR  
DEPUTY

Judge Carol Schapira

**SUPERIOR COURT OF WASHINGTON FOR KING COUNTY**

GREGG SMITH and KELLY SMITH, husband and wife,

Plaintiff,

v.

LARRY L. PETERSON and SUSAN PETERSON, husband and wife and the marital community composed thereof,

Defendants.

No. 08-2-22750-2 SEA

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

THIS MATTER coming on for trial before the undersigned judge of the King County Superior Court on the 25<sup>th</sup> day of January, 2010; plaintiffs Smith appearing in person and through the Law Offices of Catherine C. Clark, Seattle, WA; defendants Peterson appearing in person and through their counsel, Charles E. Watts, of Oseran Hahn Spring, Straight & Watts, P.S., Bellevue WA; the court having heard and considered the evidence and exhibits admitted at trial and having read the briefs and memoranda and heard the argument of counsel; the court having previously delivered its Memorandum Decision at the close of the evidence on January 28, 2010; now, therefore, the court does make and enter its Findings of Fact and Conclusions Of Law.

**ORIGINAL**

1 Additionally, the Court incorporates its oral rulings made on January 28, 2010, February 26,  
2 2010, May 27, 2010, and August 13, 2010.

### 3 FINDINGS OF FACT

4 1. Plaintiffs and defendants are residents of King County, Washington at all times  
5 material hereto.

6 2. Plaintiffs Smith purchased residential real property with older residence on it in  
7 December 2007. This property is immediately adjacent to and north of the defendants Peterson  
8 property described in the next paragraph.

9 3. The property purchased by Smith in 2007 has a street address of 6208 Hazelwood  
10 Lane SE, Bellevue, WA 98006, King County tax parcel no. 334330-2030, and is legally  
11 described as set forth below:

12 Lot 21, except the north 4.25 ft. thereof, and Lots 22 and 23 in  
13 Block "A" of Hillman's Lake Washington Garden of Eden No. 3,  
14 as per Plat recorded in Volume 11 of Plats, Page 81, Records of  
15 King County Auditor; TOGETHER WITH second class shorelands  
as conveyed by the State of Washington, situate in front of,  
adjacent to, or abutting thereon, as to Lots 22 and 23, situate in the  
City of Bellevue, County of King, State of Washington.

16 4. Defendants Peterson purchased property in the City of Bellevue which is located  
17 immediately adjacent to and south of the parcel described in the preceding paragraph. Petersons  
18 purchased in 1971 and have resided on their property ever since. The Peterson property has a  
19 street address of 6220 Hazelwood Lane SE, Bellevue WA 98006, a King County tax parcel no.  
20 of 334330-2060-07 and is legally described as:

21 Lots 24, 25 and 26, Block "A", C.D. Hillman's Lake Washington  
22 Garden of Eden addition to Seattle, Division No. 5, according to  
the plat thereof recoded in Volume 11 of Plats, Page 81, Records

1 of King County, Washington; TOGETHER WITH second class  
2 shorelands adjoining.

3 5. In 1971 shortly after they closed on the purchase of their property described in the  
4 preceding paragraph, Petersons erected a fence extending from Hazelwood Lane on the east to  
5 the vicinity of, but not to the shoreline on the west in the area of, but not on, the common  
6 subdivision boundary line between the property they purchased and what is now the Smith  
7 property but which was at the time property owned by the Heath family. Over the years, this  
8 fence has required repair or replacement and all of this work has been done by and at the expense  
9 of Petersons. The fence has essentially remained in the same location since originally installed  
10 in 1971. The fence intersects the common upland subdivision line at about its midpoint. A fence  
11 existed between the parties before the Petersons' fence.

12 6. In the early 1980s, Petersons completed the fence from a point about 8 feet east of  
13 the shoreline, where it had ended until that time, and extended the fence in a diagonal straight  
14 line in a northwesterly direction ("veer") to a point of intersection with the shoreline that is about  
15 7 feet north of where the existing fence erected in 1971 would have intersected with the shoreline  
16 had it been extended in a straight line in a westerly direction. The point of intersection of the  
17 "veer" with the west face of the shoreline bulkhead is approximately 23.5" south of the point of  
18 intersection of the legal subdivision line with the west face of the bulkhead. This "veer" has  
19 remained in place since the early 1980s.

20 7. The Petersons and the Heath family (the Smith predecessors), respected the fence  
21 line as the common boundary between the two parcels. Over the years since 1971, Petersons  
22 exclusively have maintained, repaired, and replaced the fence, including the "veer," as needed.  
Each maintained and used up to the fence line on their side (Petersons on the south and Heaths

1 on the north) and after the "veer" was installed, the Peterson and Heath families respected the  
2 extension of the fence line in the northwesterly direction as if it were the legal boundary between  
3 the two parcels. The Peterson and Heath families treated the fence line as if it were the boundary  
4 line by use, maintenance, and the evidence establishes by clear, cogent and convincing standards  
5 that the fence as constructed and including the "veer," was at all times treated as the common  
6 legal boundary line between the respective ownerships.

7 8. The fence line does not coincide with the legal boundary line between the  
8 properties as shown by the PLS, Inc. survey admitted into evidence in this action. The PLS  
9 survey is recorded with the Auditor of King County, Washington under Auditor's file no.  
10 20080723900001, on the 23<sup>rd</sup> day of July, 2008. The court finds that the PLS, Inc. survey  
11 identified above is accurate and accurately shows the legal boundary line between the Peterson  
12 and Smith parcels based on the subdivision in which they both are located, and the PLS survey  
13 also shows to a reasonable degree of accuracy the fence including the "veer" which the court  
14 adopts as the legal boundary line between the upland properties rather than the subdivision line.  
15 The court adopts and incorporates by reference as fact found in this action the PLS, Inc. survey,  
16 Job No.8049, dated July 26, 2010, revised August 4, 2010, showing the modified common  
17 boundary between the properties of plaintiffs and defendants on the upland and shoreland and  
18 determined same to be an accurate statement of the decision of the court as to the modified  
19 common boundaries of upland and shoreland between the properties and as to the footprint of the  
20 canopy. True copy of the latter-mentioned survey is attached hereto and to the Judgment.

21 9. Plaintiffs Smith claim ownership of an interest in the "north-half" of the dock,  
22 canopy, and mooring area in connection with the structure extending into the East Channel of

1 Lake Washington in the vicinity of but for the most part south of the legal subdivision line  
2 between the Smith and Peterson parcels. Smith claims this right based on principles of  
3 "boundary by acquiescence." The court finds that the Smiths have not established a "boundary  
4 by acquiescence" by clear, cogent, and convincing evidence sufficient to give rise to any  
5 ownership interest in themselves or their predecessors in interest in the dock, canopy, moorage  
6 area and related improvements located for the most part in the vicinity of but south of the legal  
7 subdivision line as shown on the PLS survey.

8 10. There is no definite line or demarcation of ownership interests sufficient to give  
9 rise to a boundary by acquiescence in the dock. The Court finds that the use of the dock and  
10 canopy and moorage slips demonstrated that the parties treated the dock as owned by the  
11 Petersons.

12 11. In fact, to the extent the Heath family used the dock in dispute, it was a shared  
13 use, intermittent, non-exclusive in nature, neighborly in extent, and not demonstrating a physical  
14 dividing line or legal boundary on or in the vicinity of the dock itself.

15 12. Smiths have failed to prove by the required evidentiary standard the existence of  
16 an ownership interest by acquiescence, adverse possession, or otherwise in the dock, canopy, ,  
17 moorage slip, and related improvements located for the most part on the Peterson property in the  
18 vicinity of but southerly of the subdivision boundary line between the two properties as shown  
19 on the PLS survey identified above.

20 13. The dock appears to have been a shared dock used jointly by the predecessors of  
21 these parties. For over 50 years, a portion of the north canopy on the dock in the vicinity of but  
22 mostly southerly of the common subdivision line between the Peterson and Smith parcels,

1 together with three supporting pilings, has been located on the north or Smith side of the  
2 shorelands of the legal subdivision line as shown on the PLS survey. ("Smith pilings") The  
3 canopy is attached to the pilings but is not a fixture. It is a metal cover on top of wood that can  
4 be moved, removed or modified. It would be wasteful to remove it, but it does not affect the  
5 ownership of the shorelands below or the Smith pilings.

6 14. The Peterson's may continue to use the slip on the North side of the dock,  
7 although it may cross slightly the Smith south boundary in the water.

8 15. The Smiths own the Smith pilings which are in their shorelands as shown on the  
9 survey adopted by the Court .

10 WHEREFORE, based upon the foregoing Findings of Fact, the court does make and  
11 enter its

#### 12 CONCLUSIONS OF LAW

13 1. The court has jurisdiction of the parties and subject matter of this proceeding.

14 2. Plaintiffs Smith have failed to establish any claim of ownership in or to any  
15 portion of the Peterson property lying southerly of the line established by PLS, Inc. in its survey,  
16 Job No.8049, dated July 26, 2010, Revised August 4, 2010,establishing the line of the existing  
17 fence line (including the "veer"), and as established by PLS, Inc. survey referenced above with  
18 respect to the common shoreland boundary commencing at the point of intersection of the upland  
19 boundary and the west face of the bulkhead and extending westerly in a straight line therefrom  
20 parallel to adjoining legal subdivision boundary lines.

21 3. The court adopts the PLS, Inc. survey recorded with the Auditor of King County,  
22 Washington under Auditor's receiving no. 20080723900001, on the 23<sup>rd</sup> day of July, 2008 and

1 admitted to evidence in this action as the correct demonstration of the surveyed location of the  
2 legal subdivision line, common to the Peterson and Smith property described in Finding 3 and 4  
3 above. The referenced survey also reasonably accurately describes the location of the fence  
4 described in these Findings and Conclusion, including the northwesterly "veer" as the fence  
5 approaches the shoreline of the East Channel.

6 4. The existing fence and its predecessors located in the vicinity of (and intersecting  
7 with) the common subdivision line between the Smith and Peterson parcels, has become and  
8 should be determined to be the common boundary between the Peterson and Smith parcels as to  
9 the uplands (east of the shoreline) only. This fence line includes the location of the existing  
10 fence and the northwesterly "veer" as the existing fence approaches the shoreline insofar as the  
11 fence extends to the point of intersection with the shoreline which the court determines to be the  
12 westerly face of the existing concrete bulkhead. The new common boundary on the upland  
13 should be as close as possible to the center line of the support posts for the fence, and the line  
14 should be as straight as can be possible to eliminate any minor angulations. In order to avoid  
15 conflict between the parties or their successors or assigns, the line as established by the fence  
16 shall be straightened to avoid any minor curvatures or angulations in the legal description.

17 Petersons and their successors and assigns will have the exclusive right to maintain the existing  
18 fence (but not the obligation to do so) upon which the court bases its determination of boundary  
19 by acquiescence. At such time as the existing fence is to be totally replaced with a new structure  
20 (whether or not using existing post foundations), the parties may mutually agree on replacing the  
21 fence in the present location or either party or either successors may build a new fence entirely  
22 upon their property as determined by this decision, not on the center line itself.



**Appendix 2 ..... Court Adopted Survey**

**LEGAL DESCRIPTION AREA "A"**

COMMENCING AT THE SOUTHEAST CORNER OF LOT 23 IN BLOCK A OF HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN NO. 3, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 81, RECORDS OF KING COUNTY AUDITOR;  
 THENCE NORTH 00°58'16" EAST ALONG THE EAST LINE OF SAID LOT 23 A DISTANCE OF 8.10 FEET;  
 THENCE SOUTH 84°13'50" WEST A DISTANCE OF 64.48 FEET TO THE SOUTH LINE OF SAID LOT 23;  
 THENCE CONTINUING SOUTH 84°13'50" WEST A DISTANCE OF 52.00 FEET;  
 THENCE NORTH 46°15'27" WEST, A DISTANCE OF 6.63 FEET TO THE WESTERLY EDGE OF A CONCRETE BULKHEAD;  
 THENCE NORTH 80°33'00" WEST, PARALLEL TO THE COMMON LINE OF SAID LOT 24 AND LOT 23, A DISTANCE OF 28.27 FEET TO THE EAST LINE OF A BOATHOUSE ROOF OVERHANG AS IF NOW EXISTS AND THE POINT OF BEGINNING;  
 THENCE CONTINUING NORTH 80°33'00" WEST A DISTANCE OF 24.27 FEET TO THE WEST LINE OF SAID BOATHOUSE ROOF OVERHANG;  
 THENCE NORTH 05°26'54" WEST A DISTANCE OF 3.10 FEET TO THE NORTH LINE OF SAID BOATHOUSE ROOF OVERHANG;  
 THENCE NORTH 83°18'50" EAST A DISTANCE OF 24.14 FEET TO THE EAST LINE OF SAID BOATHOUSE ROOF OVERHANG;  
 THENCE SOUTH 05°18'53" EAST A DISTANCE OF 6.54 FEET TO THE POINT OF BEGINNING.

**RECORD OF SURVEY**  
 SE 1/4, SW 1/4, SEC. 20, TWP. 24 N., RGE. 5 E., W.M.  
 KING COUNTY, WASHINGTON

**LEGAL DESCRIPTION SE 62ND STREET**  
 (DERIVED FROM THE LEGAL DESCRIPTIONS FOR TAX PARCEL NUMBERS 3343302030 AND 3343302010)

THE SOUTH 20.75 FEET OF LOT 19, ALL OF LOT 20 AND THE NORTH 4.25 FEET OF LOT 21 IN BLOCK A OF HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN NO. 3, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 81, RECORDS OF KING COUNTY AUDITOR, SITUATE IN THE CITY OF BELLEVUE, COUNTY OF KING, STATE OF WASHINGTON.

**NEW LEGAL DESCRIPTION TAX PARCEL NO. 3343302060**

LOTS 24, 25 AND 26 IN BLOCK A OF HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN NO. 3, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 81, RECORDS OF KING COUNTY AUDITOR, TOGETHER WITH SECOND CLASS SHORELANDS AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING THEREON, SITUATE IN THE CITY OF BELLEVUE, COUNTY OF KING, STATE OF WASHINGTON.

TOGETHER WITH THAT PORTION OF LOT 23 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 23;  
 THENCE NORTH 00°58'16" EAST ALONG THE EAST LINE OF SAID LOT 23 A DISTANCE OF 8.10 FEET TO THE POINT OF BEGINNING;  
 THENCE SOUTH 84°14'40" WEST A DISTANCE OF 64.58 FEET TO THE SOUTH LINE OF SAID LOT 23;

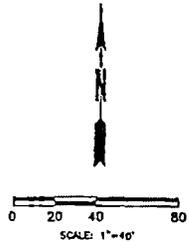
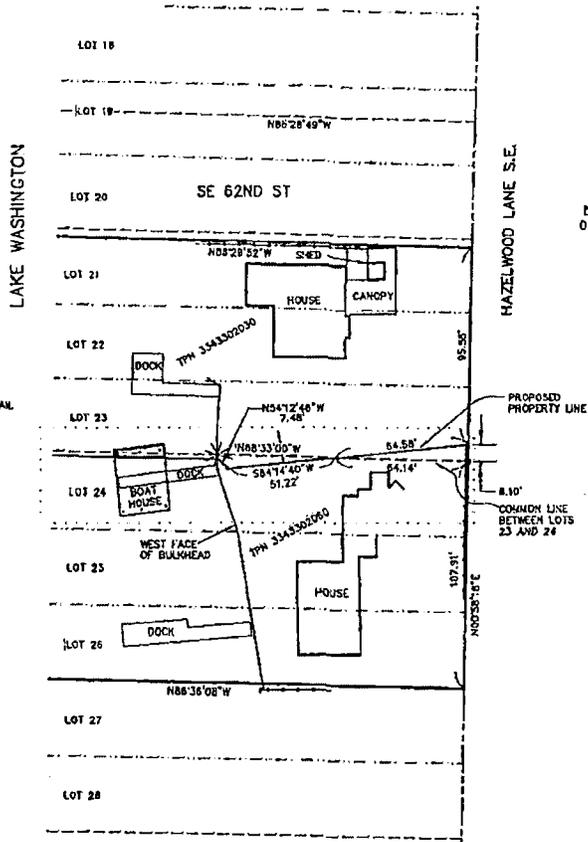
EXCEPT THAT PORTION OF LOT 24 LYING NORTH OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 23;  
 THENCE NORTH 00°58'16" EAST ALONG THE EAST LINE OF SAID LOT 23 A DISTANCE OF 8.10 FEET;  
 THENCE SOUTH 84°14'40" WEST A DISTANCE OF 64.58 FEET TO THE SOUTH LINE OF SAID LOT 23 AND THE POINT OF BEGINNING;  
 THENCE CONTINUING SOUTH 84°14'40" WEST A DISTANCE OF 51.22 FEET;  
 THENCE NORTH 64°12'46" WEST A DISTANCE OF 7.48 FEET TO THE WESTERLY EDGE OF A CONCRETE BULKHEAD;  
 THENCE NORTH 80°33'00" WEST TO THE LIMITS OF SAID SECOND CLASS SHORELANDS.

**NEW LEGAL DESCRIPTION TAX PARCEL NO. 3343302030**

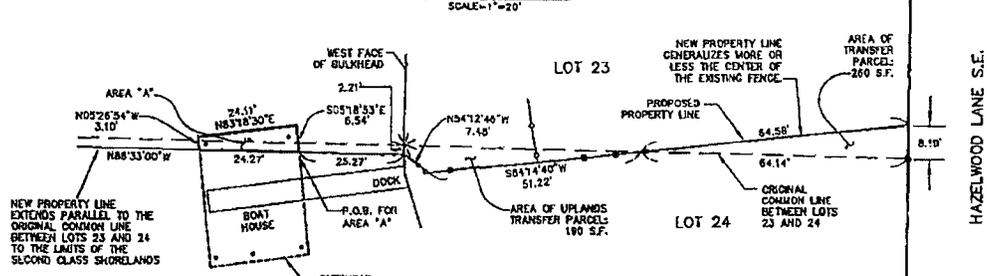
LOT 21, EXCEPT THE NORTH 4.25 FEET THEREOF AND LOTS 22 AND 23 IN BLOCK A OF HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN NO. 3, AS PER PLAT RECORDED IN VOLUME 11 OF PLATS, PAGE 81, RECORDS OF KING COUNTY AUDITOR, TOGETHER WITH SECOND CLASS SHORELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, SITUATE IN FRONT OF, ADJACENT TO, OR ABUTTING THEREON, AS TO LOTS 22 AND 23, SITUATE IN THE CITY OF BELLEVUE, COUNTY OF KING, STATE OF WASHINGTON.

TOGETHER WITH THAT PORTION OF LOT 24 LYING NORTH OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 23;  
 THENCE NORTH 00°58'16" EAST ALONG THE EAST LINE OF SAID LOT 23 A DISTANCE OF 8.10 FEET;  
 THENCE SOUTH 84°14'40" WEST A DISTANCE OF 64.58 FEET TO THE SOUTH LINE OF SAID LOT 23 AND THE POINT OF BEGINNING;  
 THENCE CONTINUING SOUTH 84°14'40" WEST A DISTANCE OF 51.22 FEET;  
 THENCE NORTH 54°12'46" WEST A DISTANCE OF 7.48 FEET TO THE WESTERLY EDGE OF A CONCRETE BULKHEAD;  
 THENCE NORTH 80°33'00" WEST TO THE LIMITS OF SAID SECOND CLASS SHORELANDS.

EXCEPT THAT PORTION OF LOT 23 LYING SOUTH OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 23;  
 THENCE NORTH 00°58'16" EAST ALONG THE EAST LINE OF SAID LOT 23 A DISTANCE OF 8.10 FEET TO THE POINT OF BEGINNING;  
 THENCE SOUTH 84°14'40" WEST A DISTANCE OF 64.58 FEET TO THE SOUTH LINE OF SAID LOT 23;



**PROPERTY LINE DETAIL**  
 SCALE=1"=20'



**LEGEND**

- WOOD FENCE
- CHAINLINK FENCE
- TPN TAX PARCEL NUMBER
- SET TACK IN LEAD WITH WASHER STAMPED "BVP 17676" ON CONCRETE BULKHEAD
- SET REBAR AND CAP STAMPED "PLS 17676"
- P.O.B. POINT OF BEGINNING

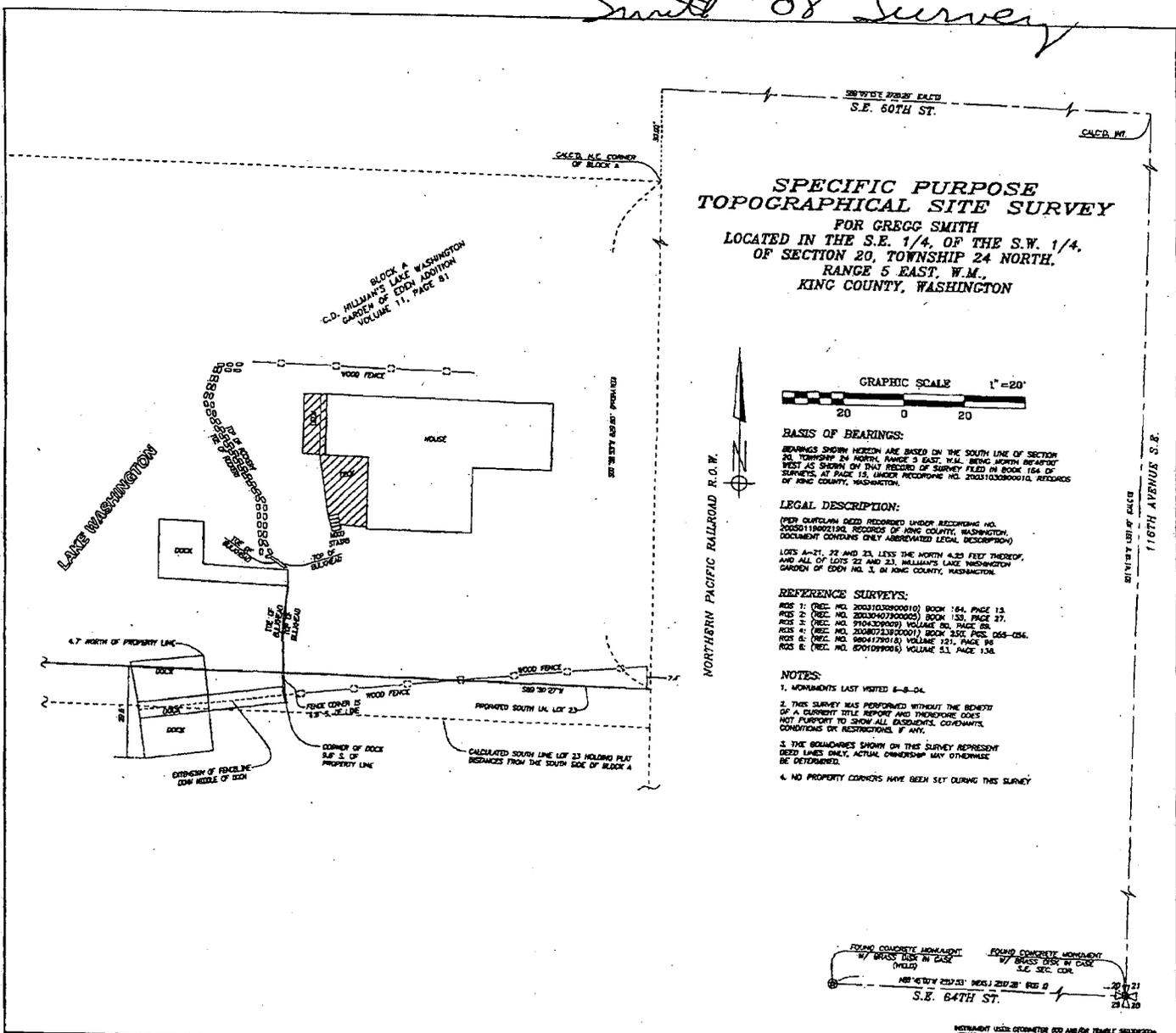
REVISED AUG. 4, 2010

RECORDER NO. <b>RECORDER'S CERTIFICATE</b> FILED FOR RECORD THIS _____ DAY OF _____ 20 _____ AT _____ M IN BOOK _____ OF SURVEYS AT PAGE _____ AT THE REQUEST OF <b>BEN V. PETERSEN</b> COUNTY RECORDER / AUDITOR	<b>LAND SURVEYOR'S CERTIFICATE</b> THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF: <b>LARRY PETERSON</b> IN _____ JULY _____ 2010 <b>BEN V. PETERSEN, CERTIFICATE NO. 17676</b>		<b>BOUNDARY SURVEY FOR</b> LARRY PETERSON 6220 HAZELWOOD LANE SE BELLEVUE, WA 98006	INDEXING INFORMATION SW 1/4 SW 1/4 SECTION: 20 TOWNSHIP: 24N RANGE: 5E COUNTY: KING	358 NW Gilman Boulevard, #201 Issaquah, Washington 98027 (425) 312-9278 (fax) 312-9379
DRAWN BY: <b>KAP</b> CHECKED BY: <b>BVP</b>	DATE: <b>JULY 28, 2010</b> SCALE: <b>1" = 40'</b>	JOB NO.: <b>8040</b> SHEET: <b>1 OF 1</b>			

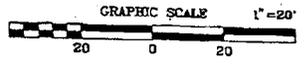
10/13/10 CAPS

**Appendix 3 ..... Exhibit 1**  
**(Cramer Northwest Survey)**

Smith '08 Survey



**SPECIFIC PURPOSE  
TOPOGRAPHICAL SITE SURVEY**  
FOR GREGG SMITH  
LOCATED IN THE S.E. 1/4, OF THE S.W. 1/4,  
OF SECTION 20, TOWNSHIP 24 NORTH,  
RANGE 5 EAST, W.M.,  
KING COUNTY, WASHINGTON



**BASIS OF BEARINGS:**  
BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 20, TOWNSHIP 24 NORTH, RANGE 5 EAST, T14L, BEING NORTH BEARING WEST AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 154 OF SURVEYS, AT PAGE 13, UNDER RECORDING NO. 2003103090010, RECORDS OF KING COUNTY, WASHINGTON.

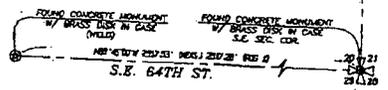
**LEGAL DESCRIPTION:**  
(PER OUTPLAT DEED RECORDED UNDER RECORDING NO. 20021180218, RECORDS OF KING COUNTY, WASHINGTON, DOCUMENT CONTAINS ONLY ABBREVIATED LEGAL DESCRIPTION)  
LOTS A-21, 22 AND 23, LESS THE NORTH 4.25 FEET THEREOF, AND ALL OF LOTS 22 AND 23, MULLMAN'S LAKE WASHINGTON GARDEN OF EDEN NO. 3, OF KING COUNTY, WASHINGTON.

**REFERENCE SURVEYS:**  
REF 1: (REC. NO. 2003103090010) BOOK 154, PAGE 13  
REF 2: (REC. NO. 2003040730000) BOOK 133, PAGE 27  
REF 3: (REC. NO. 200430900) VOLUME 50, PAGE 58  
REF 4: (REC. NO. 2008072320001) BOOK 355, PAGES 055-056  
REF 5: (REC. NO. 9804179018) VOLUME 121, PAGE 94  
REF 6: (REC. NO. 970109906) VOLUME 11, PAGE 134

- NOTES:**
1. MONUMENTS LAST VISITED 6-8-04.
  2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE DOES NOT PURPORT TO SHOW ALL EASEMENTS, COVENANTS, CONDITIONS OR RESTRICTIONS, IF ANY.
  3. THE BOUNDARIES SHOWN ON THIS SURVEY REPRESENT DEED LINES ONLY, ACTUAL OWNERSHIP MAY OTHERWISE BE DETERMINED.
  4. NO PROPERTY CORNERS HAVE BEEN SEEN DURING THIS SURVEY.



**W. J. Cramer Northwest Inc.**  
Surveyors, Planners & Engineers  
815 N. CENTRAL ST., 1104, SEASIDE, WA 98042  
(253)852-4800 (local) 1-(800)241-0188 (toll free)  
(253)852-4855 (fax)  
E-mail: [en@wcramer.com](mailto:en@wcramer.com)  
DRAWN BY: J.A.C.  
JOB NO.: 2007-037 SCALE: 1"=20' DATE: 10/21/2008



SMITH ER 904 0001



S88°09'15"E 2720.29' (CALC'D)  
S.E. 60TH ST.

CALC'D

CALC'D N.E. CORNER  
OF BLOCK A

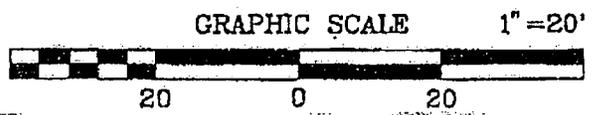
30.00'

# SPECIFIC PURPOSE TOPOGRAPHICAL SITE SURVEY

FOR GREGG SMITH  
LOCATED IN THE S.E. 1/4, OF THE S.W. 1/4,  
OF SECTION 20, TOWNSHIP 24 NORTH,  
RANGE 5 EAST, W.M.,  
KING COUNTY, WASHINGTON

500' 58' 53" W 823' 80" (PROPORTED)

NORTHERN PACIFIC RAILROAD R.O.W.



### BASIS OF BEARINGS:

BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SECTION 20, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., BEING NORTH 88°46'00" WEST AS SHOWN ON THAT RECORD OF SURVEY FILED IN BOOK 164 OF SURVEYS, AT PAGE 15, UNDER RECORDING NO. 20031030900010, RECORDS OF KING COUNTY, WASHINGTON.

### LEGAL DESCRIPTION:

(PER QUITCLAIM DEED RECORDED UNDER RECORDING NO. 20050119002190, RECORDS OF KING COUNTY, WASHINGTON. DOCUMENT CONTAINS ONLY ABBREVIATED LEGAL DESCRIPTION)

LOTS A-21, 22 AND 23, LESS THE NORTH 4.25 FEET THEREOF, AND ALL OF LOTS 22 AND 23, HILLMAN'S LAKE WASHINGTON GARDEN OF EDEN NO. 3, IN KING COUNTY, WASHINGTON.

### REFERENCE SURVEYS:

- ROS 1: (REC. NO. 20031030900010) BOOK 164, PAGE 15.
- ROS 2: (REC. NO. 20030407900005) BOOK 159, PAGE 27.
- ROS 3: (REC. NO. 9104309009) VOLUME 80, PAGE 69.
- ROS 4: (REC. NO. 20080723900001) BOOK 250, PGS. 055-056.
- ROS 5: (REC. NO. 9804179018) VOLUME 121, PAGE 96
- ROS 6: (REC. NO. 8701099006) VOLUME 53, PAGE 138.

### NOTES:

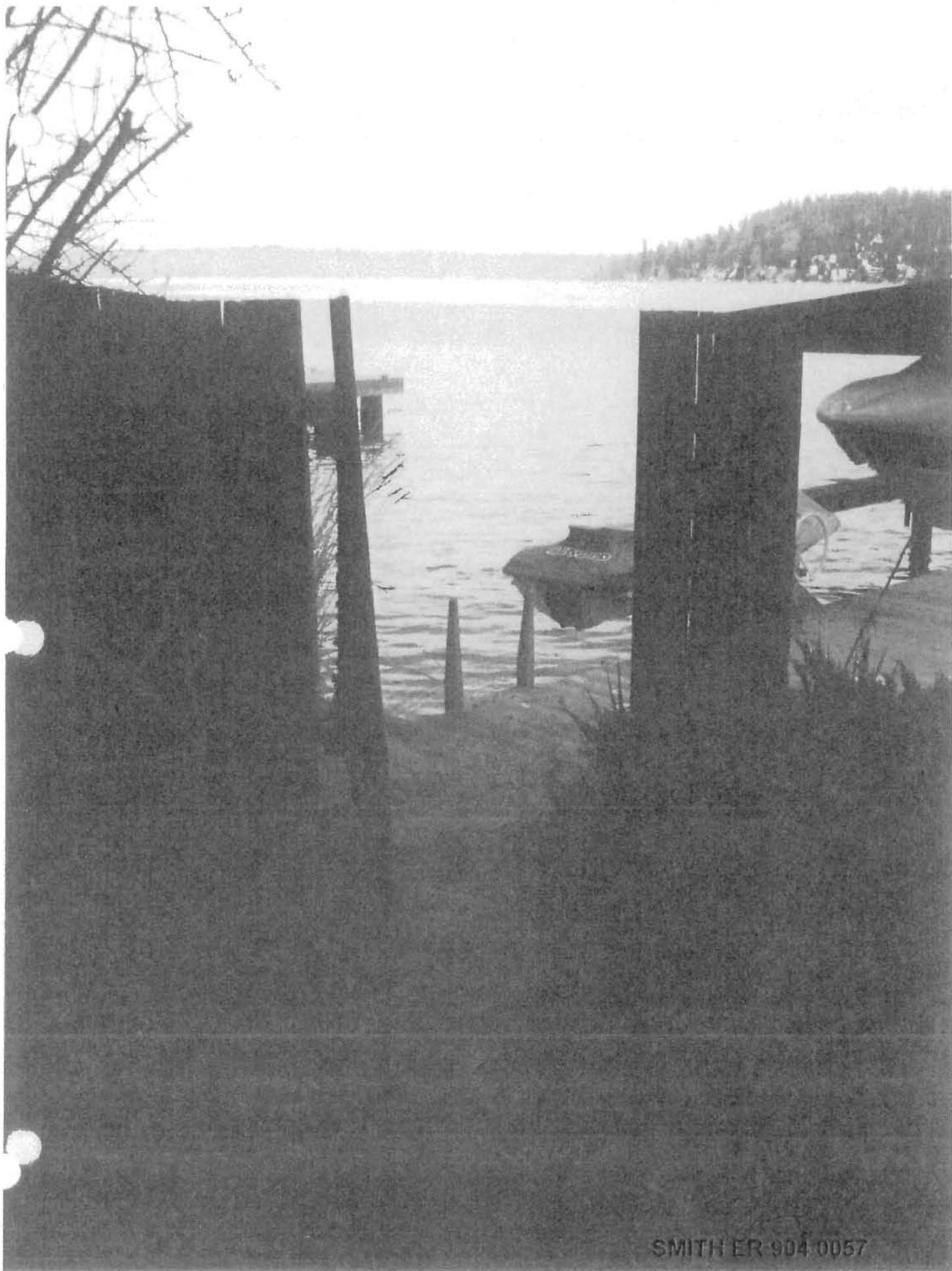
1. MONUMENTS LAST VISITED 6-8-04.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THEREFORE DOES NOT PURPORT TO SHOW ALL EASEMENTS, COVENANTS, CONDITIONS OR RESTRICTIONS, IF ANY.
3. THE BOUNDARIES SHOWN ON THIS SURVEY REPRESENT DEED LINES ONLY, ACTUAL OWNERSHIP MAY OTHERWISE BE DETERMINED.
4. NO PROPERTY CORNERS HAVE BEEN SET DURING THIS SURVEY

WOOD FENCE  
389' 30" 27" W  
7.4'  
7TH LN. LOT 23  
7TH LINE LOT 23 HOLDING PLAT  
(LTY) 7TH SIDE OF BLOCK A

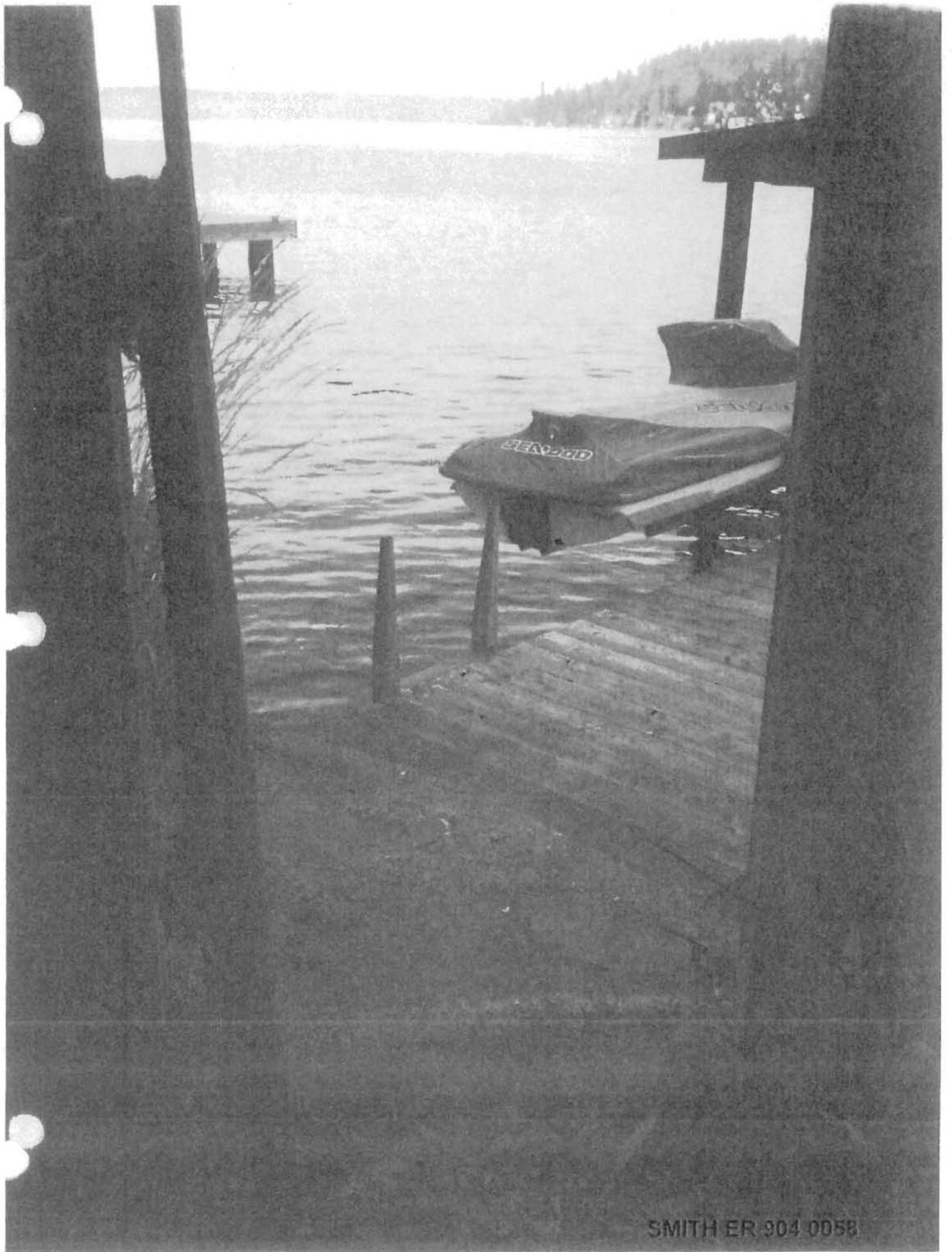
**Appendix 4 ..... Exhibit 6 Excerpts  
(Photos of Gate, Fence and Shared Dock)**



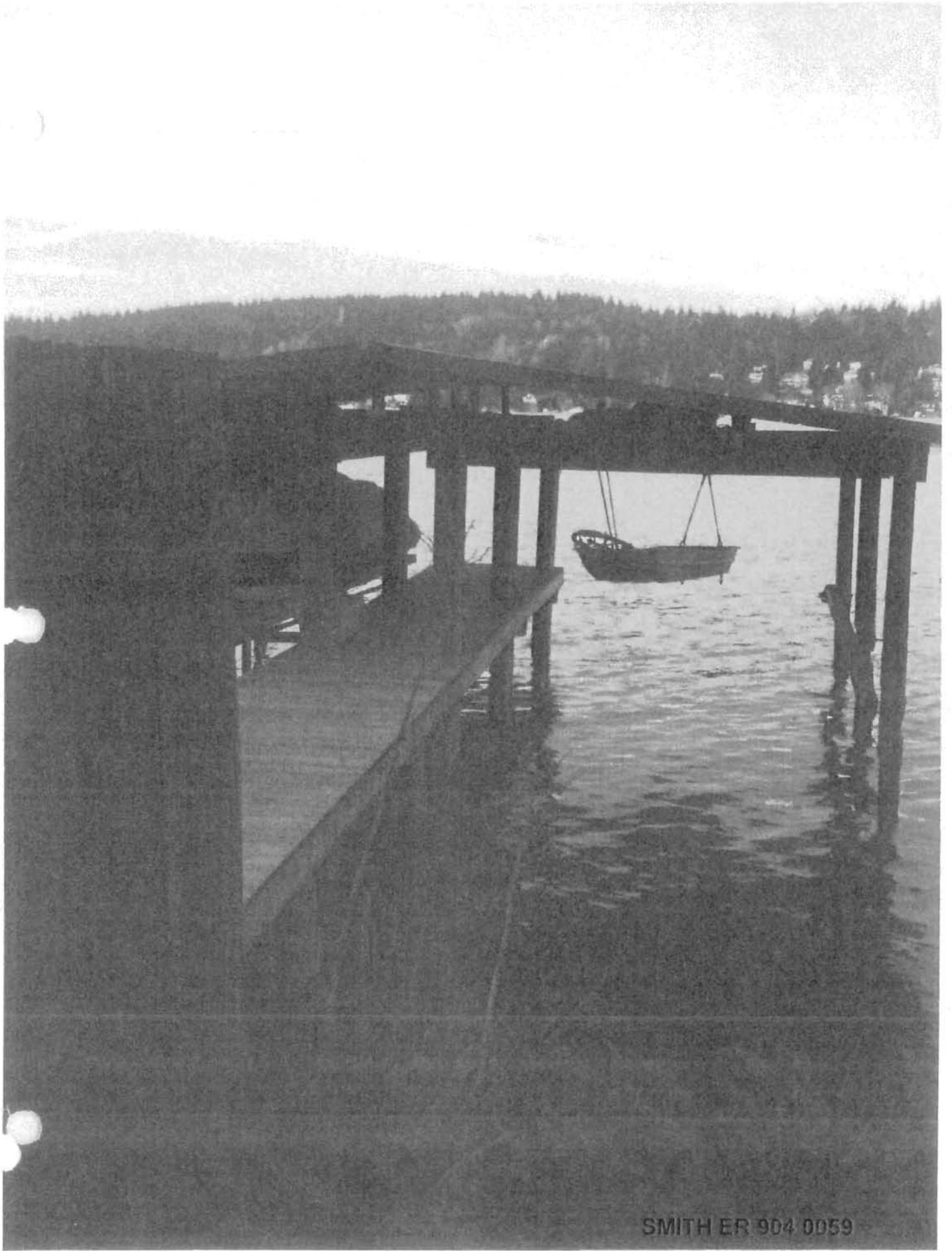
SMITH ER 904 0056



SMITH ER 904 0057



SMITH ER 904 0058



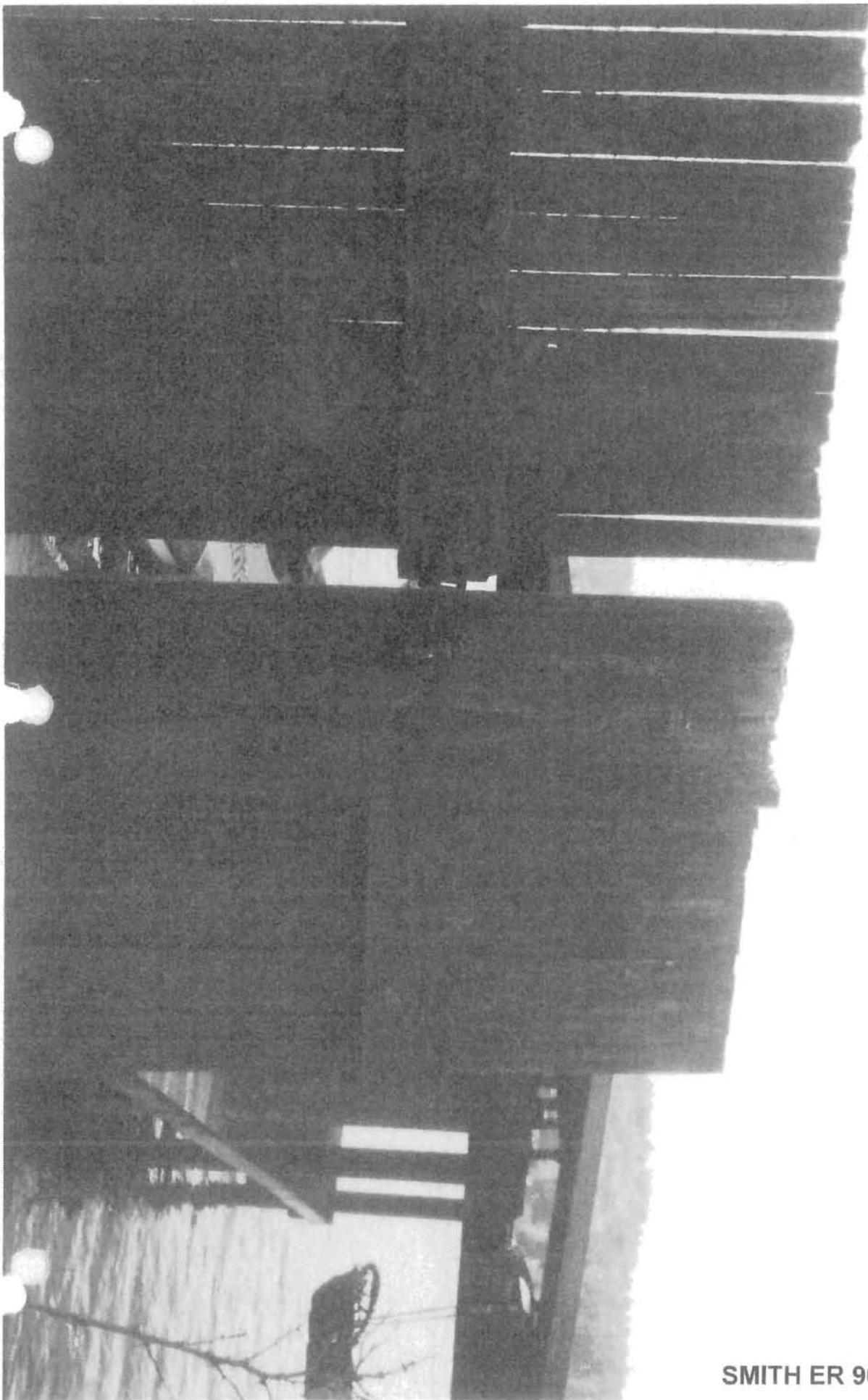
SMITH ER 904 0059



SMITH ER 904 0069

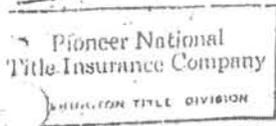


SMITH ER 904 0070



SMITH ER 904 0071

**Appendix 5 ..... Exhibit 8**  
**(Purchase/Sale Agreement)**



REAL ESTATE BOARD FORM - NOVEMBER, 1963
EARNEST MONEY RECEIPT AND AGREEMENT
(RESIDENTIAL FORM)

Seattle, Washington, April 30, 1971

Larry L. Peterson & Susan Peterson, his wife
Hereinafter called "Purchaser"

One thousand and No/100 DOLLARS (\$ 1,000.00)
Note for \$1,000.00 due On closing

Harold Lane, Bellevue, Washington 98006
County of King, Washington

Lot 24, 25 and 26, block "A", C.D. Hillman's Lake Washington Garden of Eden Addition to
Seattle, Division No. 3, according to plat recorded in volume II of plats, page 81,
records of said county, TOGETHER with second class shore lands adjoining,

\$73,000 less remaining balance on sewer assessment
Account #0069334330-2060-07 in the approximate amount of \$2,150.00
DOLLARS \$ Approx. \$75,850.00

ALL CASH ON CLOSING including above earnest money.

Title of water is to be free of encumbrances, or defects, except: Sewer assessment above referred to which purchaser
agrees to pay and easements, exceptions and reservations of record.
Subject to purchaser's approval of easements, exceptions and reservations of record.

- 1. Title of water is to be free of encumbrances, or defects, except: Sewer assessment above referred to which purchaser agrees to pay and easements, exceptions and reservations of record.
2. The seller shall deliver to the purchaser at the time of closing...
3. If the purchase is financed, the purchaser and seller agree to apply with the lending institution suggested by the agent...
4. If the purchase is financed, the purchaser and seller agree to apply with the lending institution suggested by the agent...
5. If the purchase is financed, the purchaser and seller agree to apply with the lending institution suggested by the agent...
6. Taxes for the current year, real estate, insurance, mortgages, water and other utilities constituting liens shall be pro-rated as of closing.
7. Purchaser shall be entitled to possession on On closing or June 14, 1971 whichever date is later.
8. The sale shall be void if the offer of title co., bank or S & L assn. within 15 days after title insurance policy or earnest money is delivered...
9. The seller shall be responsible for the payment of all taxes, including property taxes, and other charges...
10. There are no other or other agreements which modify or affect this agreement.

Not applicable, Purchasers represent that no real estate agent or company is involved in this transaction.
Larry Peterson
Susan Peterson

Purchaser's Address 3023 36th Avenue N.E., Seattle, Wash.

On this date 5-3-71 I have hereby approved and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the

seller and the undersigned further agrees to pay a commission of Not Applicable Dollars (\$ ) to the above agent for services. In the event partial money is forfeited, it shall be apportioned to the seller and agent equally, providing the amount to agent does not exceed the agreed commission. If no further sale, the fee is in full except of this agreement, signed by both parties.

Hazelwood Lane, Bellevue, Wash.
Kathryn F. Wolfe

A true copy of the foregoing agreement, signed by the seller, is hereby received for on May 13, 1971

00018

SMITH ER 904 0083

ADDENDUM TO EARNEST MONEY AGREEMENT DATED APRIL 30, 1971

I. The following personal property shall remain on the premises as part of this sale:

- 1. Three yellow India rugs on the main floor and no other rugs and bar stools remain. *Rw.*
- 2. All utilities (appliances) *XXP. Rw.*
- 3. All drapes *2 refrigerators, 1 freezer, washer, dryer, etc.* *Rw.*

II. It is understood that one-half of the boat house belongs to the subject property. Seller shall take the steel hangers from the boat house.

III. Seller shall be entitled to take dining room lamp shade, if desired, by reducing purchase price by \$100.00. *XXP. Rw.*

IV. Both parties shall share equally in the <sup>escrow</sup> costs of the closing agent.

V. It is understood and agreed that purchaser's offer is subject to his obtaining satisfactory financing for the purchase of the subject property. This agreement shall be null and void if purchaser's do not obtain said financing within ~~seven~~ <sup>21</sup> days from the date sellers accept this offer, and notify sellers in writing within said period of ~~seven~~ <sup>21</sup> days. *XXP. Rw.*

*XXP. Rw.*

*R.C. Wolfe*  
 \_\_\_\_\_  
 R. C. Wolfe, Seller

*Larry Peterson*  
 \_\_\_\_\_  
 Larry Peterson, Purchaser

*XXP. Rw.* VI. Subject to house appraising for at least \$178,000.00, within *21* days.

May 1, 1971

I hereby agree to pay any real estate commission to Shannon O'Neil and Bill Boice in connection with my purchase of the subject property.

Commission to consist of: 1 color T.U. for Bill Boice only.  
No commission to Shannon O'Neil Realty or any other person or firm.

  
\_\_\_\_\_  
Larry Peterson, Purchaser

We hereby waive all rights to real estate commission due from R. C. Wolfe and agree to accept payment only from Larry Peterson.

\_\_\_\_\_  
Shannon O'Neil Associates

\_\_\_\_\_  
Bill Boice, Sales Associate

00020

SMITH ER 904 0085

**Appendix 6 ..... Exhibit 10**  
**(Residential Building Permit)**



Department of Planning & Community Development  
 Permit Processing (425) 452-6884

# RESIDENTIAL BUILDING PERMIT APPLICATION

Application Date: 6/14/05 Intake Tech: AL Building Permit # 03.117691 WB.

NOTE: Permit must be picked up within 60 days of notification that it is ready to issue, otherwise it will be cancelled.

- Property Address 6220 Hazelwood Ln S.E. Bellevue Wa zip 98006  
(if new construction, call (425) 452-4857 for address assignment)
- Applicant Larry L. & Susan M. Peterson Phone (425) 746-8486  
 Mailing Address (same) - 6220 Hazelwood Ln S.E. City Bellevue St Wash zip 98006
- Contact Person Larry Peterson Phone (425) 746-8486 ext -  
 E-Mail Address N/A FAX # (206) 525-0161  
 Mailing Address same as above Suite # - City - St - Zip -
- Contractor Sea + Shore Construction Phone (206) 324-3434  
 State Contractor's License # SEASHC1099QD Bellevue Business Reg. # -
- Architect Sea + Shore Construction Phone (206) 324-3434  
1-800-647-0982 (425) 452-6851  
 Mailing Address 1100 NW Leary Way City Seattle St Wn. Zip 98107
- Interim Construction Loan Lender OR Payment Bond Issuer (RCW 19.27.095 Lien Law):  
 Name none  
 Address - Phone (-)

7. Description of Proposed Work: dock (pier) reconstruction  
reconfigure existing dock for water coverage Square footage 0 net change  
in dock surfart

IF SHORELINE MANAGEMENT include:

Total cost or fair market value of the project (whichever is higher) \$ existing dock (piers)  
 If a single family residence or pier is proposed, is it intended for the owner's personal use?  Yes  No

If Shoreline Variance, development will be located:

- Landward of ordinary high water mark  Waterward AND/OR  Outside areas designated as marshes, bogs, or swamps by the Dept. of Ecology (Chapter 173.22 WAC)  Inside

8. Value of Construction \$ 10,000.00 improve King Co. Tax Assessors # 334330206007

9. Indicate Type of Sewer Service:  Public Sewer  Private Septic Tank  
(A permit will not be issued without written approval from Seattle-King Co. Health Dept. for new construction or additions to buildings that are connected to septic.)

10. Land Use Approval(s) required for this application:  Prior File # \_\_\_\_\_  In Progress File # \_\_\_\_\_

NOTICE OF COMPLETENESS: Your application is considered complete, per RCW 36.70B.070, 29 days after submittal, unless otherwise notified.

I UNDERSTAND THIS APPLICATION WILL EXPIRE IF NOT ISSUED WITHIN 365 DAYS. (BCC 23.05.180)

I certify that I am the owner or owners authorized agent. If acting as an authorized agent, I further certify that I am authorized to act as the Owners Agent regarding the property at the above-referenced address for the purpose of filing applications for decisions, permits, or review under the Land Use Code and other applicable Bellevue City codes and I have full power and authority to perform on behalf of the Owner all acts required to enable the City to process and review such applications.

I hereby certify that the information on this application is true and correct and that the applicable requirements of the City of Bellevue will be met.

Signature [Signature] Larry Peterson Date March '05  
(Owner or Owners Agent) 3/5/2005

**Appendix 7 ..... Exhibit 11**  
**(July 18, 2005 Letter)**

City of  
Bellevue



Post Office Box 90012 • Bellevue, Washington • 98009 9012

July 18, 2005

Larry Peterson  
6220 Hazelwood Ln SE  
Bellevue, WA 98006

RE: 05-117691 WB; 6220 Hazelwood Ln; Peterson Dock

Dear Mr. Peterson:

I am currently reviewing your application to reconstruct a dock on Lake Washington at 6220 Hazelwood Ln. This project has been reviewed by the City's development review staff for compliance with applicable codes and standards. The plans you have submitted cannot be approved in present form.

The following revisions are necessary in order to continue the review of this project:

Planning and Community Development, Land Use Division

Contact – Morgan Nichols (425) 452-6134, [mnichols@ci.bellevue.wa.us](mailto:mnichols@ci.bellevue.wa.us)

1. The Boundary and Topographic Survey is insufficient in its current form. The submittal requirements state that this survey must be prepared and stamped by a professional land surveyor registered in the state of Washington. Please submit a revised Boundary and Topographic Survey, prepared and stamped by a professional land surveyor, on which the surveyor has identified and drawn in the extension of the lateral lines over the adjacent shorelands.
2. All surveys, site plans, and site elevations need to be revised to show the OHWM (Ordinary High Water Mark) clearly listed and delineated along the bulkhead and at water level (when applicable) with both the elevation and datum. Please provide the datum (NAVD88 per City standards) and source for the ~~2150'~~ OHWM listed on your plans.  
*→ change to 135*
3. There is a discrepancy in the plans as to whether or not the entire dock is being replaced. The *general plan notes* state that "area of reconfigured portion of pier is approx. 310 square feet", and the *partial plot plan – proposed configuration* shows a vaguely clouded area and states that "no new materials – dock to remain as is". However, the *enlarged plan view* indicates that all decking is to be replaced. Clarify on the plans as to exactly what parts of the dock (decking, etc.) are to be replaced – show these areas with exact dimensions. Revise plans such that the *enlarged plan view* shows, to-scale, exactly what parts of the dock (decking, etc.) are to be replaced.
4. The plans currently state "Proposed location of future watercraft lift (not part of this permit)". This permit will not allow an optional boatlift; the boatlift either needs to be included with this permit or removed entirely. If the boatlift is not to be included, please

remove the statement. If the boatlift is to be included, revise statement to reflect such. In addition, the following information about the boatlift will need to be provided:

- Submit the specifications for the boat lift. Include the description, dimensions and a separate elevational view of the boatlift.
- Add the boat lift to the *Enlarged Plan View* and the *Partial Proposed Elevation*.
- Please note that the boatlift may not be located within 12 feet of the property boundary if it exceeds 30 inches in height, measured from the OHWM.

In addition to those permits required by the City of Bellevue, your proposal will also require approval from the Washington State Department of Fish and Wildlife (HPA) and the Army Corp of Engineers (Section 10). Typically, a Biological Evaluation (BE) is required to meet federal permit requirements and it is intended to disclose potential impacts on fish resources and habitat. It must also include conservation measures intended to mitigate those impacts. For your local shoreline permit, the submittal of a BE or similar environmental/biological assessment prepared by a qualified professional is likely to be required. Please provide a copy of this document to the City.

The Army Corp, in collaboration with several other agencies, is also proposing a new type of regional permit to cover recurring activities (such as your pier construction) that are similar in nature and have minor individual and cumulative impacts on the aquatic environment. If you choose to meet their minimum specifications in your project design, the agencies will be able to expedite pier review, allowing a quick response to the applicant. The City of Bellevue conducts our own review in alignment with these specifications, in order to simplify the overall review process for the applicant. We intend to routinely approve those docks that meet the proposed criteria of the general permit because the environmental analysis indicates that the impacts of such activities, that meet the proposed criteria, have minor individual and cumulative impacts.

We strongly recommend that you modify your proposal to meet the parameters of the general permit, as outlined below. If you choose not to meet this criteria, then we will be unable to issue a determination under (SEPA) until we have reviewed the determination of effect and conservation measures outlined in a BE or other assessment by a qualified biologist or professional. Further, those measures that have been identified as a requirement by the Army Corp. and that are not subsequently incorporated into your final plans may be required as an additional condition of approval by the City. The criteria and subsequent recommended revisions that pertain to your proposal are summarized below. For a complete description of the permit specifications, please reference the attached "Proposed Department of the Army Regional General Permit - RGP-3".

#### RGP Dock Requirements

1. Number of Overwater Structures: The permit authorizes construction of only one dock per residential property owner, or one joint use dock for two or more adjacent waterfront owners.

Not applicable, given that the pier on the southern property boundary is previously existing and no work is proposed to it.

2. Existing In-Water Structures: Any existing in-water structures within 30 feet of the Ordinary High Water (OHW) line, except for those facilitating access as authorized by

this permit, shall be removed and no additional over-water structures shall be constructed in the nearshore area over the length of the entire property.

Not applicable, given that the pier on the southern property boundary is previously existing and no work is proposed to it.

3. Pier, Ramp, Float, and Ell Specification Options: Note that only piers and ramps can be within the first 30 feet from shore. All floats and ells must be at least 30 feet waterward of OHW. No skirting is allowed on any structures.

a. Surface coverage (Includes all floats, ramps, and ells) for a single property owner is 480 square feet.

- Your proposal currently shows a pier that is 503 square feet. Revise plans such that total surface coverage is 480 square feet or less.

b. Height above the water surface: except for floats, the bottom of all structures must be at least 1.5 feet above OHWM.

- c. Please provide the datum and source for the 21.85' OHWM listed on your site plan. Site elevation currently shows 2 feet as measured from the OHWM to the top of the pier decking. Revise plans to show the height for all structures above the water surface, measured from the bottom of all structures, to be at least 1.5 feet above OHWM.

c. Widths and lengths:

1) Piers – must not exceed a width of 4 feet and be fully grated with at least 60% open area.

- Current plans show the pier to be 6 feet wide. Revise plans such that the pier is a maximum of 4-feet wide and is fully grated with at least 60% open area.

2) Ramps – n/a

3) Ells – must be in water with depths of 9 feet or greater at the landward end of the ell.

- Your proposal shows the landward end of the ell to begin at a depth of approximately 4-feet. Revise plans such that the landward end of the ell is in water at a depth of at least 9-feet.

b. Up to 6-feet wide by 26-foot long with grating providing 60% open area over the entire ell.

- Current plans show the ell to be 31 feet long by 10 feet wide with no grating. Revise plans such that the ell is a maximum of 6 feet wide by 26 feet long with full grating providing at least 60% open area over the entire ell.

4) Floats – n/a

4. Length of Structures compared to Adjacent Structures: The length of the pier is limited by the maximum square footage allowed. Any proposed pier that extends further waterward than adjacent piers will be reviewed on a case-by-case basis to assess impacts on navigation.

Your proposal is not consistent with this requirement; consider decreasing square footage to comply.

5. Piling Specifications: The first (nearest shore) piling shall be steel, 4" piling and at least 18 feet from the OHWM. Piling sets beyond the first shall also be spaced at least 18 feet apart and shall not be greater than 12" in diameter. Piling shall not be treated with pentachlorophenol, creosote, CCA, or comparably toxic compounds.

Based on the plans, the first 3 sets of pilings are to remain. All pilings after the existing pilings must be spaced at least 18 feet apart and cannot be greater than 12" in diameter. Add a note to the plans that pilings shall not be treated with pentachlorophenol, creosote, CCA, or comparably toxic compounds.

6. Treatment of Overwater Structural Materials: Any paint, stain, or preservative applied to components of the overwater structure must be leach resistant, completely dried or cured prior to installation. Materials shall not be treated with pentachlorophenol, creosote, CCA, or comparably toxic compounds.

Add a note to the plans that describes this requirement and shows how the proposal will comply with it.

7. Existing Habitat Features: Existing habitat features shall not be removed from the riparian or aquatic environment.

Current plans show no existing habitat features onshore or in the water. Revise plans to include a note that states that there are no existing features. If there are existing features, add them to plans.

8. Mooring Piles:

No additional mooring piles proposed for this project.

9. Future Maintenance of Facilities:

Not applicable at this time.

10. Impact Reduction Measures: Impact reduction measures consist of planting emergent vegetation (if site appropriate) and a buffer of vegetation a minimum of 10-feet wide along the entire length of the shoreline immediately landward of OHWM. A path 6-feet wide or less is allowed through the buffer for access to the pier. (see attachment for further planting details)

Current proposal does not include any plans for plantings. Please reference the attached RGP document for details regarding this requirement. It has been noted that a patio currently exists along much of the length of the property abutting the shoreline. Revise plans and submit a mitigative landscape plan for the grass and landscaped area (between the southern property boundary and the southern edge of the patio). Current plantings should be augmented with additional native plantings to address this requirement.

RGP Boatlift Requirements (if boatlift is to be included with this permit)

1. Location of Boatlift: In fresh waters, the structure should be located waterward of the 9-foot depth elevation (based on OHW).

Show on plans that the proposed boatlift meets this requirement.

2. Orientation of Boatlift: The watercraft lift must be oriented with the length in the north-south direction to the maximum extent practicable.

Show on plans that the proposed boatlift meets this requirement. If not possible, please include narrative describing the reasons.

If you revise your plans to meet the criteria listed above, we will be able to issue an environmental determination and continue processing your permit. If you are not willing to meet this guidance, your application will be placed on hold pending the submittal of an adequate biological assessment of your proposal on aquatic resources. Regardless of your course of action, any mitigation measures required by state and federal permits must be incorporated into the final plans.

**Utilities Department**

Contact – Julie Goodrich, (425) 452-7903, [jgoodrich@ci.bellevue.wa.us](mailto:jgoodrich@ci.bellevue.wa.us)

1. Plan Revision Required: Show sewer main and structure(s) locations on site plan.

Sewer Utility Code 24.04.160

**Building Department**

Contact – Doug Beck, (425) 452-4563, [dbeck@ci.bellevue.wa.us](mailto:dbeck@ci.bellevue.wa.us)

No comments at this time.

Please submit the same number of revised plans and any other documentation requested as was originally submitted along with the enclosed "Revisions/Additions Submittal Form" to the Permit Processing counter at City Hall within the next 60 days. Your project is subject to cancellation if you do not respond to this request within 60 days. If you have questions regarding any of the comments in this letter, please contact the appropriate reviewer listed above.

Sincerely,



Morgan Nichols  
Associate Planner

Enclosures: Proposed Department of the Army Regional General Permit RGP-3  
Revisions/Additions Form

Cc: Julie Goodrich, Utilities  
Doug Beck, Building

**Appendix 8 ..... Exhibit 13**  
**(Site drawings submitted to Bellevue)**

**PROJECT INFORMATION**

**OWNER:**  
LARRY PETERSON

**SITE ADDRESS:**  
6220 HAZELWOOD LANE SE  
BELEVUE, WA. 98006

**BODY OF WATER:**  
LAKE WASHINGTON

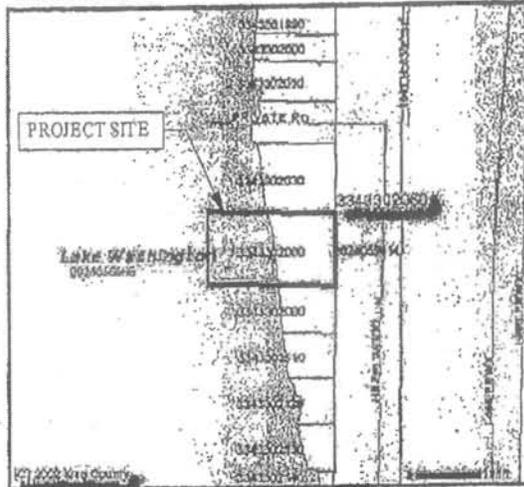
**APPLICATION BY:**  
LARRY PETERSON

**LEGAL DESCRIPTION:**  
24-25-26 A HILLMANS LK WN GARDEN OF EDEN #  
3& SH LDS ADJ

**PROJECT DESCRIPTION:**  
RECONFIGURE THE EXISTING PIER (APPROX. 499 SF) BY DEMOLISHING THE EXISTING ELL AND A PORTION OF THE EXISTING WALKWAY AND BY REMOVING THE ASSOCIATED EIGHT (8) PILES. A NEW 30'x9' SECTION OF PIER, DECKED WITH THRU-FLOW GRATED DECKING, WILL BE ADDED TO THE END OF THE EXISTING PORTION OF PIER TO REMAIN. SIX (6) 12" WOOD PILES AND TWO (2) 9" BATTER PILES WILL BE DRIVEN TO SUPPORT THE NEW SECTION OF PIER. THE SQUARE FOOTAGE OF THE RECONFIGURED PIER WILL BE APPROX. 483 SF. A 3' STRIP OF THRU-FLOW GRATED DECKING WILL BE INSTALLED ALONG THE LENGTH OF THE EXISTING WALKWAY. TWO SITKA WILLOWS WILL BE PLANTED. THE RECONFIGURATION AND EXTENSION OF THE PIER ALLOWS FOR MOORAGE DURING LOW WATER WHEN MOORAGE IS PREVENTED 23' FROM THE CONCRETE BULKHEAD BECAUSE OF THE EXPOSED SEWER LINE LOCATED 23' FROM THE BULKHEAD.

INSTALL A NEW SUNSTREAM SL24022ER BOAT LIFT.

**SITE MAP**



**VICINITY MAP**

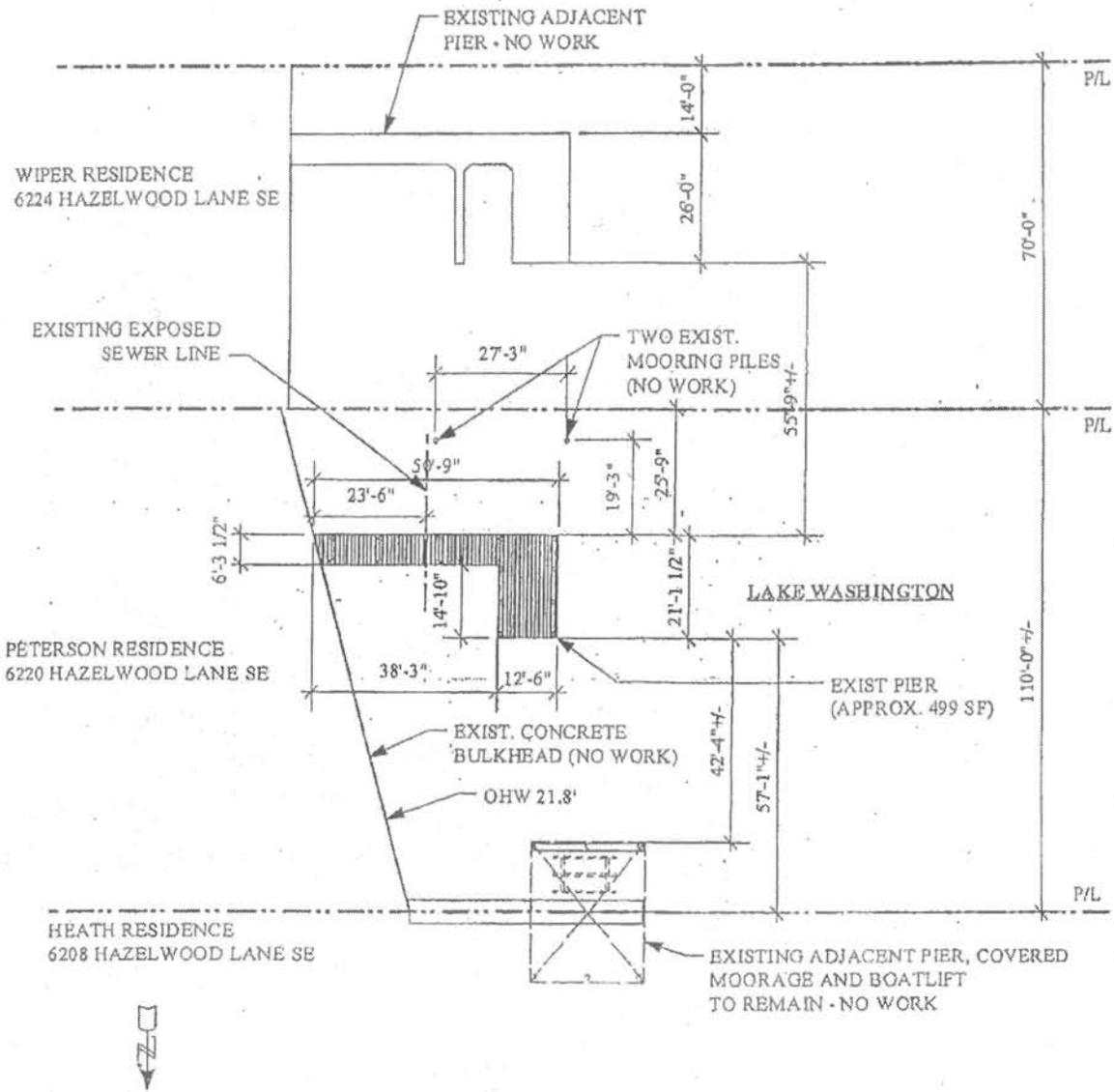


Lat 47°-32'-49"  
Long 122°-11'-45"  
SW Sec 20, T24N, R5E

- Purpose:** Reconfigure the existing pier and install a new Sunstream SL24022ER boat lift.  
**Datum:** 21.8 EST. By Corp of Engineers, 1919.  
**Adjacent Property Owners:**
1. Marian Heath  
6208 Hazelwood Lane SE
  2. Jeff & Kara Wiper

Larry Peterson  
6220 Hazelwood Lane SE  
In: Lake Washington  
At: Bellevue  
County of King, State of Washington  
Application by: Larry Peterson

200501102



## SITE PLAN - EXISTING CONFIGURATION

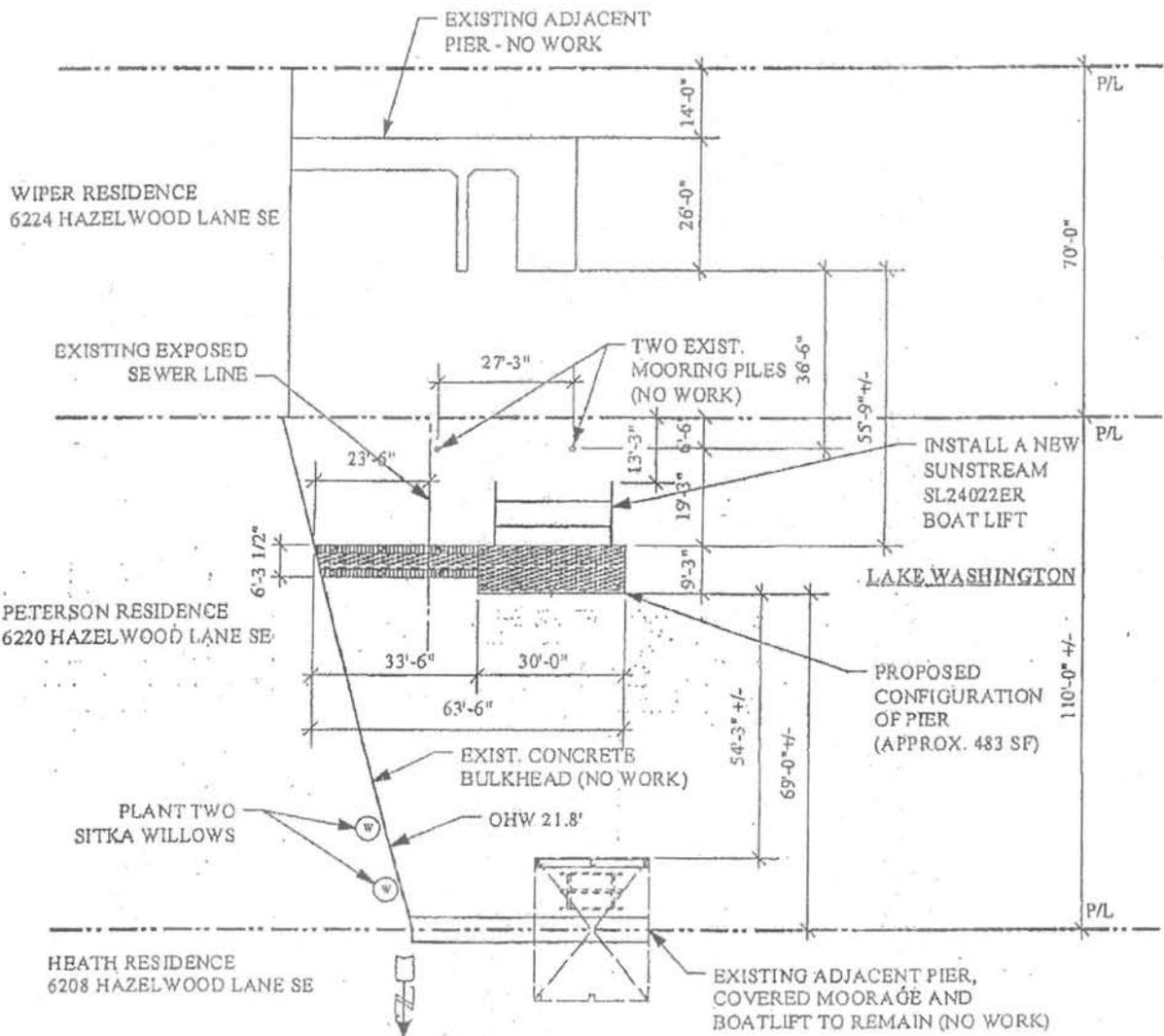
SCALE 1"=30'

Purpose: Reconfigure the existing pier and install a new Sunstream SL24022ER boat lift.  
 Datum: 21.8 EST. By Corp of Engineers, 1919.  
 Adjacent Property Owners:  
 1. Marian Heath  
 6208 Hazelwood Lane SE  
 2. Jeff & Kara Wiper  
 6224 Hazelwood Lane SE

200501102

Larry Peterson  
 6220 Hazelwood Lane  
 In: Lake Washington  
 At: Bellevue  
 County of King, State of Washington  
 Application by: Larry Peterson

SMITH ER 904 0099



### SITE PLAN - PROPOSED CONFIGURATION & PLANTINGS

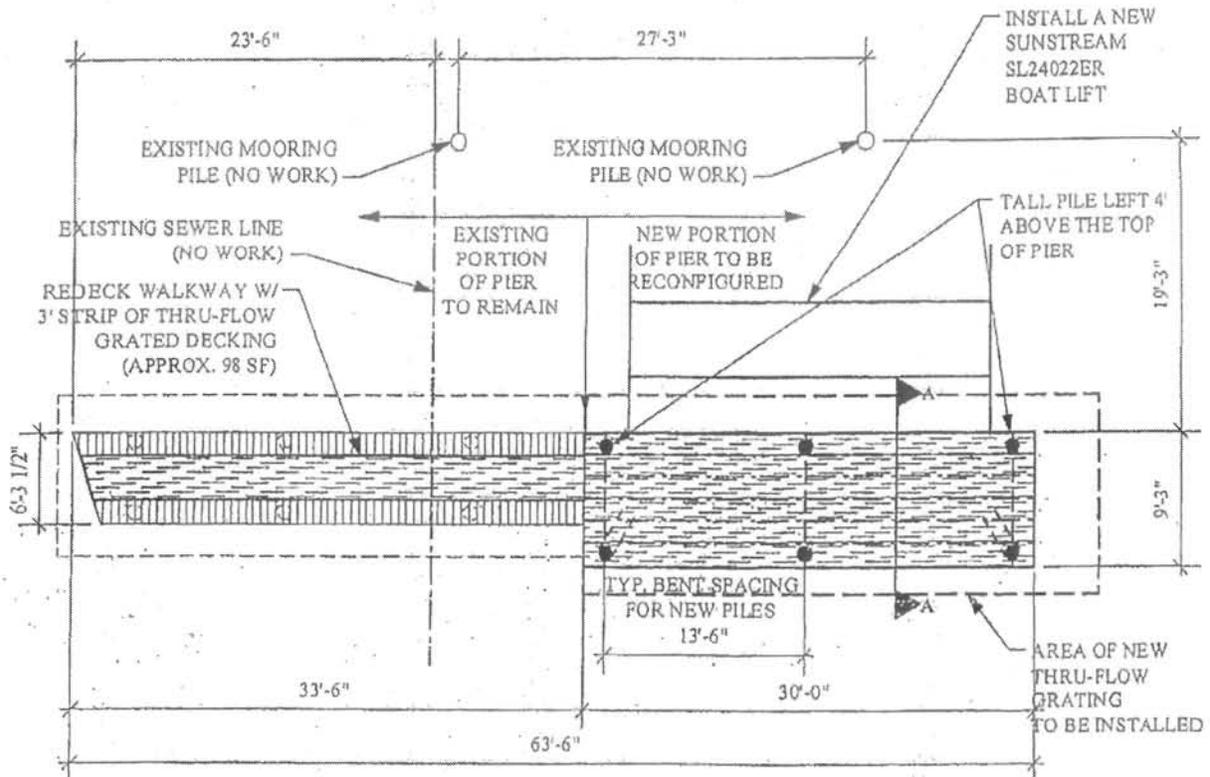
SCALE 1"=30'

PLEASE NOTE THAT THE SHORELINE CONFIGURATION AND PROPERTY LINE LOCATIONS ARE APPROXIMATE ONLY.

Purpose: Reconfigure the existing pier and install a new Sunstream SL24022ER boat lift.  
 Datum: 21.8 EST. By Corp of Engineers, 1919.  
 Adjacent Property Owners:  
 1. Marian Heath  
 6208 Hazelwood Lane SE  
 2. Jeff & Kara Wiper

2005 01102

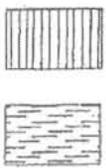
Larry Peterson  
 6220 Hazelwood Lane  
 In: Lake Washington  
 At: Bellevue  
 County of King, State of Washington  
 Application by: Larry Peterson



**ENLARGED PLAN VIEW**

SCALE 1"=10'

**LEGEND**



EXISTING WOOD DECKING TO REMAIN (NO WORK)  
 NEW THRU-FLOW GRATED DECKING



INSTALL NEW CAP  
 INSTALL ALL NEW STRINGERS IN LIKE CONFIG.



MOORING PILE  
 EXISTING PIER PILES TO REMAIN  
 PIER PILES TO BE INSTALLED  
 BATTER PILE TO BE INSTALLED

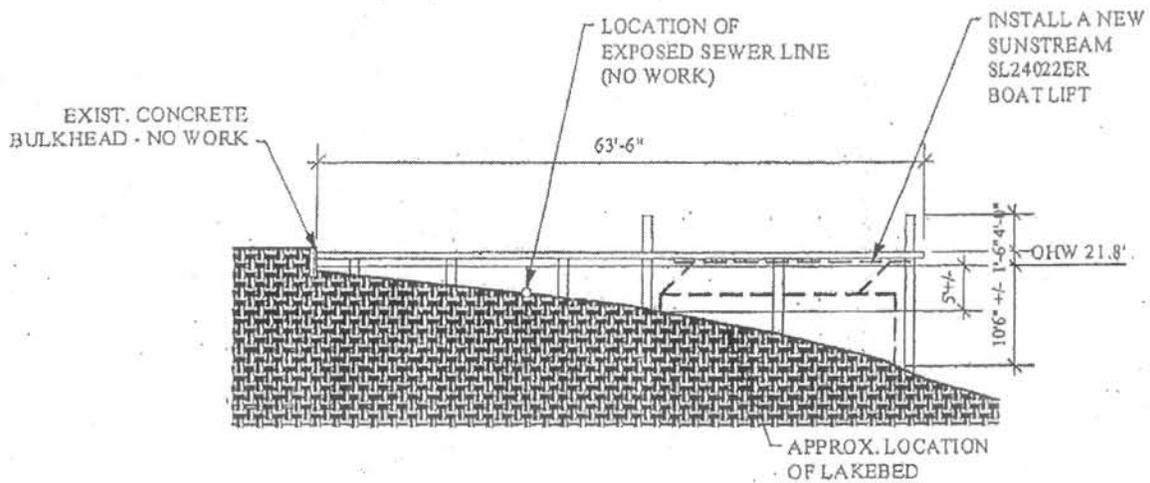
Purpose: Reconfigure the existing pier and install a new Sunstream SL24022ER boat lift.  
 Datum: 21.8 EST. By Corp of Engineers, 1919.  
 Adjacent Property Owners:  
 1. Marian Heath  
 6208 Hazelwood Lane SE  
 2. Jeff & Kara Wiper  
 6224 Hazelwood Lane SE

200501102

Larry Peterson  
 6220 Hazelwood Lane  
 In: Luke Washington  
 At: Bellevue  
 County of King, State of Washington  
 Application by: Larry Peterson

Sheet 4 of 6 Date: 01/27/05

**SMITH ER 904 0101**



## PROPOSED ELEVATION

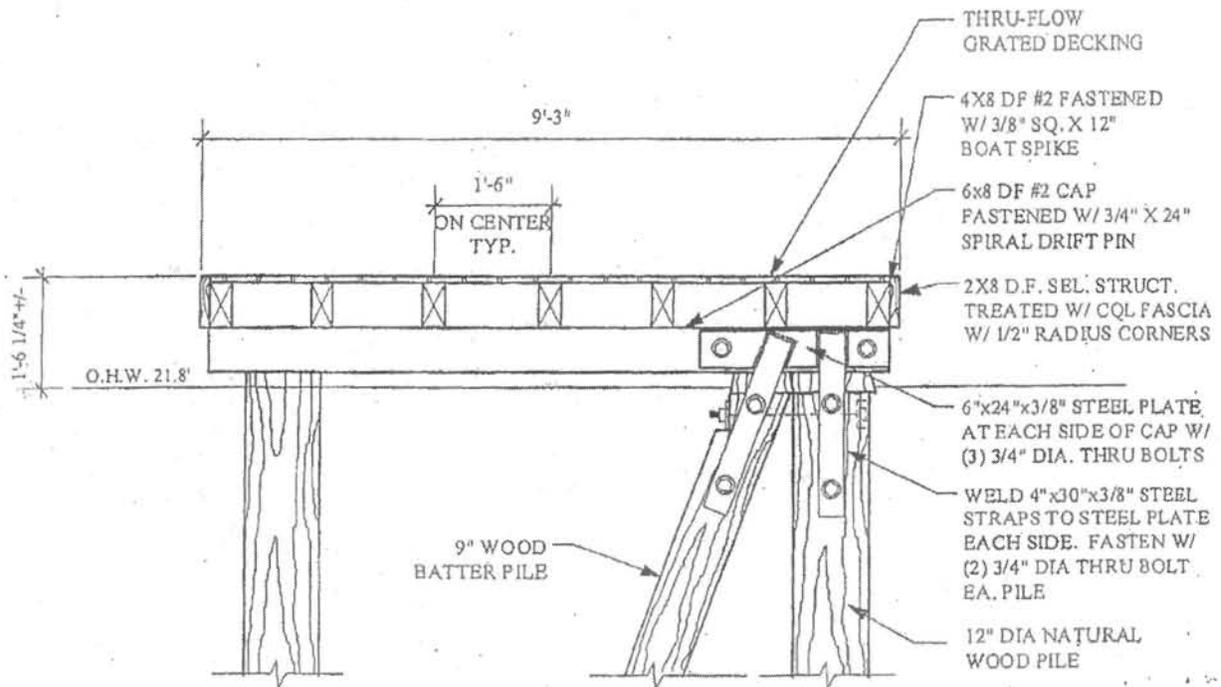
SCALE 1/16"=1'

Purpose: Reconfigure the existing pier and install a new Sunstream SL24022ER boat lift.  
 Datum: 21.8 EST. By Corp of Engineers, 1919.  
 Adjacent Property Owners:  
 1. Marion Heath  
 6208 Hazelwood Lane SE  
 2. Jeff & Kara Wiper

200501102

Larry Peterson  
 6220 Hazelwood Lane  
 In: Lake Washington  
 At: Bellevue  
 County of King, State of Washington  
 Application by: Larry Peterson

SMITH ER 904 0102



### A-A Section Detail

SCALE 1/2"=1'

Purpose: Reconfigure the existing pier and install a new Sunstream SL24022ER boat lift.  
 Datum: 21.8 EST. By Corp of Engineers, 1919.  
 Adjacent Property Owners:  
 1. Marian Heath  
 6208 Hazelwood Lane SE  
 2. Jeff & Kara Wiper  
 6224 Hazelwood Lane SE

Larry Peterson  
 6220 Hazelwood Lane  
 In: Lake Washington  
 At: Bellevue  
 County of King, State of Washington  
 Application by: Larry Peterson

200501102

SMITH ER 904 0103

**Appendix 9 ..... Exhibit 17**  
**(Email dated February 18, 2008)**

**Gregg Smith**

---

**From:** Kelly [labradorlink@hotmail.com]  
**Sent:** Monday, February 18, 2008 12:15 PM  
**To:** Gregg Smith  
**Subject:** Fw: Fw: Property Information

Here is that email again. Just in case.  
We should definitely print to add to the list of declarations and to show Larry.

----- Original Message -----

**From:** tam.heathproperties@comcast.net  
**To:** Kelly  
**Sent:** Sunday, July 22, 2007 7:48 AM  
**Subject:** Re: Fw: Property Information

Kelly,

Thanks, I'll get you the utilities info and include this with the offer to the attorney. I talked to Larry Peterson about the boathouse last night. The electricity that powers the lift runs to his house now. It used to run to ours but there were problems with it and since they were using both sides he moved it to his house. He absolutely agreed that our side of the boathouse is still ours (soon to be yours) and doesn't think it's necessary to draw up a legal document unless you do. He put a new motor in our (soon to be your) side for when they were using it but said it goes with our (s.t.b.y.) side. But, as I understood, there is no electricity to that side now. The reason we always used the lift for the boat was runaway logs. Larry said they took out the posts on his side, that's why he had to replace them. Anyway, he was very nice about it and as I said, they have always been good neighbors.

Mules LOVED the apples! They send thier equine thanks!

Tammy

----- Original message -----

**From:** "Kelly" <labradorlink@hotmail.com>  
Hi Tammy,

Thank you for meeting with us today. We are very excited about the house. It will be a big project but Gregg and I (and Misty!) are looking forward to the opportunity and the privacy the lot offers.

The parcel # is 3343302030. Also, the current tax records show the ownership as **HEATH MARIAN E(QUALIFIED PERSONAL RESIDENCE TRUST)**. Attached is the form 22K for the utilities.

We may also want the full property description (not abbreviated) which we should be able to get from the Title company.

Let us know if there is anything else you think we might need or that your attorney recommends.

Hope you both have a nice weekend (and the mules enjoy the apples)!

Talk soon,  
Kelly and Gregg

10/26/2009

SMITH ER 904 0120

**Appendix 10 ..... Exhibit 22**  
**(King Co. Assessor Printout)**

King County Department of Assessment  
Parcel 334330 - 2060

Computer : COUNTER-34

05/14/2009  
4-19-2007  
ATIN

**Parcel**

Geo Area : Res Area : 063-003-0  
Spec Area : Q-S-T-R : SW-20-24-5  
Folio : 22713 Type : R  
Resp : R Levy : 0816  
Block : A Lot : 24-25-26  
Property Address : 6220 HAZELWOOD LN BELLEVUE 98006

Legal Desc : HILLMANS LK WN GARDEN OF EDEN # 3 & SH LDS ADJ

**TaxPayer Accounts**

Account Change  
334330-2060-07 | PETERSON L L 5300 ROOSEVELT WAY NE SEATTLE WA 98105 542214

**and**

HBU If Vacant : Single Family HBU As Improved : Present Use  
Present Use : Single Family(Res Use/Zone) Percent Unused : 0  
Current Zoning : R-5 Single-family Residential Zoning Date : 01/01/1900  
Water System : Water District Sewer System : Public  
Net SqFt : 11,130 Restrictive Size/Shape : No  
Net Land Val : 1,193,000 Land Val Date : 11/06/2006  
Tax Year : 2008 Road Access : Private  
Parking : Street Surface : Paved

**Land Views**

Mt Rainier : Sound :  
Olympics : Lake Washington : Excellent  
Cascades : Lake Sammamish :  
Territorial : Average Lake/River/Creek :  
Seattle : Other :

**Land Waterfront**

Location : Lake Wash Access Rights : No  
Bank : Low Proximity Influence : No  
Tide/Shore : Uplands With Tidelands/Shorelands Poor Quality : No  
Restricted : Footage : 105  
Lot Depth Factor : 0

**Land Nuisances/Problems**

Topography : Powerlines : No  
Traffic Noise : Other Nuisance : No  
Airport : No Water Problems : No  
Trans. Concurrency : No Other Problems : No

cont. on page 2

King County Department of Assessments  
Parcel 334330 - 2060

Computer : COUNTER-34

05/14/2009

**Land Designations**

Historic Site :  
# Bldg Sites : 0  
Adj. to Golf Fairway : No  
Adj. to Greenbelt : No  
Other Problems : No  
Deed Restriction : No

Current Use : (None)  
Dev. Rights Purchases : No  
Easements : No  
Native Growth : No  
DNR Lease : No

**Environmental Restrictions**

( None )

**Residential Building 1**

Obsolescence : 0  
% Completed : 0  
Year Renovated : 0  
Heat Source : Gas  
1st Floor Sq Ft. : 2300  
2nd Floor Sq Ft. : 1690  
Finished Basement Sq Ft. : 0  
Unfinished Half Sq Ft. : 0  
Total Basement Sq Ft. : 0  
Basement Garage Sq Ft. : 0  
Stories : 2  
Deck Area : 1350  
Enclosed Porch Sq Ft. : 0  
Fireplace Multi Story : 1  
Fireplace Additional : 0  
3/4 Baths : 2  
Bedrooms : 3  
Building Grade : 10 Very Good  
Basement Grade :  
View Utilization :

% Net Condition : 0  
Year Built : 1965  
Additional Costs : 0  
Heat System : Forced Air  
Half Floor Sq Ft. : 0  
Upper Floor Sq Ft. : 0  
Total Living Sq Ft. : 3990  
Unfinished Full Sq Ft. : 0  
Attached Garage Sq Ft. : 0  
Brick/Stone : 0  
Number of Living Units : 1  
Open Porch Sq Ft. : 0  
Fireplace Single Story : 0  
Fireplace Free Standing : 1  
Full Baths : 1  
1/2 Baths : 0  
Building Condition : Good  
Building Grade Var : 0  
Daylight Basement : N  
Address : 6220 HAZELWOOD LN 98006

**Accessories**

**Prk:det Gar**

SqFt : 620  
Eff Year : 1965  
Value : 0  
Description :

Grade : 9 Better  
% Net Condition : 0  
Date Valued : 01/01/1900

**Misc Imp**

SqFt : 0  
Eff Year : 0  
Value : 20000  
Description : covered dock shared w 2030

Grade :  
% Net Condition : 0  
Date Valued : 04/19/2007

King County Department of Assessments  
Parcel 334330 - 2060

05/14/2009

Computer: COUNTER-34

**Misc Imp**

SqFt: 0  
Eff Year: 0  
Value: 30000  
Description: dock

Grade:  
% Net Condition: 0  
Date Valued: 04/19/2007

**Misc Imp**

SqFt: 0  
Eff Year: 0  
Value: 5000  
Description: 200sf fin rm under det garage

Grade:  
% Net Condition: 0  
Date Valued: 02/28/2001

**Value History for Acct 334330-2060-07**

Tax Yr	Omit Yr	Appr Land	Appr Imps	Appr Total	New Dollars	Land Val	Imps Val	Total Val	Tax Val Reason	Status	Levy Code	Change Date	Change Number	Reason
2009	0	1,288,000	707,000	1,995,000	0	1,288,000	707,000	1,995,000		T	0818	08/28/2008		Revalue
2008	0	1,193,000	655,000	1,848,000	4,000	1,193,000	655,000	1,848,000		T	0818	05/30/2007		Revalue
2007	0	881,000	590,000	1,451,000	0	881,000	590,000	1,451,000		T	0818	06/13/2006		Revalue
2006	0	813,000	557,000	1,370,000	0	813,000	557,000	1,370,000		T	0818	08/20/2005		Revalue
2005	0	689,000	465,000	1,154,000	0	689,000	465,000	1,154,000		T	0818	05/17/2004		Revalue
2004	0	711,000	479,000	1,190,000	0	711,000	479,000	1,190,000		T	0818	07/16/2003		Revalue
2003	0	711,000	479,000	1,190,000	0	711,000	479,000	1,190,000		T	0818	09/16/2002		Revalue
2002	0	665,000	433,000	1,098,000	0	665,000	433,000	1,098,000		T	0818	08/25/2001		Revalue
2001	0	586,000	458,000	1,044,000	0	586,000	458,000	1,044,000		T	0818	07/27/2000		Revalue
2000	0	519,000	330,000	849,000	0	519,000	330,000	849,000		T	0818	07/19/2000		Revalue
1999	0	519,000	330,000	849,000	0	519,000	330,000	849,000		T	0818	08/25/1999		Revalue
1999	0	468,000	297,000	765,000	0	468,000	297,000	765,000		T	0818	09/17/1998		Revalue
1999	0	455,000	297,000	752,000	0	455,000	297,000	752,000		T	0818	04/18/1998	R470000	Extension
1998	0	0	0	0	0	455,000	297,000	752,000		T	0818	06/26/1997		Revalue
1997	0	0	0	0	0	463,600	295,000	758,600		T	0818	09/03/1995		Revalue
1995	0	0	0	0	0	463,600	295,000	758,600		T	0818	11/01/1994		Revalue
1993	0	0	0	0	0	572,500	303,300	875,800		T	0818	07/10/1992		Maintenance
1993	0	0	0	0	0	572,500	193,200	765,700		T	0818	05/01/1992		Revalue
1991	0	0	0	0	0	535,000	180,600	715,600		T	0818	08/17/1990		Revalue
1989	0	0	0	0	0	252,500	128,000	381,500		T	0818	03/25/1988		Revalue
1987	0	0	0	0	0	312,800	103,300	416,100		T	0818	08/05/1986		Revalue
1985	0	0	0	0	0	329,300	133,600	462,900		T	0818	03/22/1984		Revalue
1986	0	0	0	0	0	329,300	133,600	462,900		T	0818	03/09/1984		Maintenance
1983	0	0	0	0	0	382,700	93,300	468,000		T	0818	12/11/1981		Revalue

**Permit History**

Permit Number	Type	Issue Date	Permit Value	Status	Percent Complete
05 117691	Wb Other	05/15/2006	8,120	Complete	0
05 103019	Br Remodel	03/10/2005	17,000	Complete	0
03 124844	Br Remodel	10/24/2003	18,008	Complete	0

**Exemption # 27334**

Exemption #: 27334  
App Signed: x  
Permit Jurisdiction: BELLEVUE  
Completion Date: 07/30/2005

Building #: 1  
Estimation Cost: 25,000  
Date Received: 05/04/2005

cont. on page 4

King County Department of Assessments  
Parcel 334330 - 2060

05/14/2009

Computer : COUNTER-34

Notes

Date : 5/12/2005 9:37:00 AM  
Note : Remodel Bath & Kitchen

By : MDOV

Exemption

Beginning Year : 2006  
Amount : 0  
Value Date :  
Updated Date : 05/12/2005

End Year : 2008  
Valued By :  
Updated By : MLEM

Change History

Type	Event Date	Event Person	Status	Doc Id
Char Update	04/19/2007	Atin		
Char Update	04/19/2007	Ehar		
Char Update	11/06/2006	Atin		
Char Update	05/09/2005	Mtri		
Char Update	02/28/2001	Aros		
Char Update	01/03/2001	Rsow		
Char Update	03/18/1999	Jgri		
Char Update	03/15/1997	Bjoh		

Note 1

Date : 04/19/2007  
By : EHAR  
Note : Permit # 05 103019 BR. Enlarging bathroom area added 44 SF to living area. Second floor area changed from 1650 SF to 1690 SF. Interior finish work is currently being completed.

Note 2

Date : 04/19/2007  
By : EHAR  
Note : Permit # 05 117691 WB. Work to reconfigure existing dock is finished. New dock is 468 SF and 62 feet long.

Note 3

Date : 09/13/2005  
By : TWIL  
Note : Per neighbor, remodel is studs only. Couldn't see where remodel was from street. Didn't go around property because door was ajar when I knocked on it but no one answered my yelling. Contractors car out in front.

Note 4

Date :  
By :  
Note : CR 1/2 DOCK & COVER TRANSFERRED TO MINOR 2030 LWIL 0993 1/2 DOCK #1 S/B  
2030 (LSUM) 1292

Department of Assessments

Parcel

Area: 063-003-0 Levy: 0816  
 Spec Area: Block: A  
 QSTR: SW-20-24-5 Lot: 24-25-26  
 Folio: 22713  
 Type: R  
 Resp: R  
 Property Address: 6220 HAZELWOOD LN  
 Legal Desc: HILLMANS LK WN GARDEN OF EDEN # 3 & SH LDS ADJ

Account 334330-2060-0 Owner PETERSON L L Address 5300 ROOSEVELT WAY NE SEATTLE WA 98105

Accessories

PRK:DET GAR

Description: Bldg: 1 Grade: 9 Better  
 Size: 620 %Net Cond:  
 Eff Yr: 1965 Value:  
 Date Valued:

MISC IMP

Description: covered dock shared w 2030  
 Bldg: 1 Grade:  
 Size: %Net Cond:  
 Eff Yr: Value: 20,000 ATTN  
 Date Valued: 4/19/2007

MISC IMP

Description: dock  
 Bldg: 1 Grade:  
 Size: %Net Cond:  
 Eff Yr: Value: 30,000 ATIN  
 Date Valued: 4/19/2007

MISC IMP

Description: 200sf fin rm under det garage  
 Bldg: 1 Grade:  
 Size: %Net Cond:  
 Eff Yr: Value: 5,000  
 Date Valued: 2/28/2001

Tax Roll

AcctNbr	T y p e	Tax Yr	Omit Yr	Appr Land	Appr Imps	Appr Total	New Dollars	Tax Land	Tax Imps	Tax Total	S t a t u s	Levy Code	R e s o u r c e	Acct Status

Department of Assessments

Parcel

Area: 063-003-0 Levy: 0816  
 Spec Area: Block: A  
 QSTR: SW-20-24-5 Lot: 24-25-26  
 Folio: 22713  
 Type: R  
 Resp: R  
 Property Address: 6220 HAZELWOOD LN  
 Legal Desc: HILLMANS LK WN GARDEN OF EDEN # 3 & SH LDS ADJ

Account	Owner	Address
334330-2060-0	PETERSON L L	5300 ROOSEVELT WAY NE SEATTLE WA 98105

Land

HBU If Vacant: SINGLE FAMILY	Lot SqFt: 11,130
HBU As Improved: PRESENT USE	Restrictive Sz/Shp:
Present Use: Single Family(Res Use/Zone)	Base Land Val: 1,193,000
Percent Unused:	Land Val Date: 11/6/2006
Current Zoning: R-5 (Single-family Residential)	Tax Year: 2008
Zoning Date:	Road Access: PRIVATE
Water System: WATER DISTRICT	Parking:
Sewer System: PUBLIC	Street Surface: PAVED

Views

Mt Rainer:	Sound:
Olympics:	Lake Washington: EXCELLENT
Cascades:	Lake Sammamish:
Territorial: AVERAGE	Lake/River/Creek:
Seattle:	Other:

Waterfront

Location: LAKE WASH	Access Rights:
Bank: LOW	Proximity Influence:
Tide/Shore: UPLANDS WITH TIDELANDS/ShORELANDS	Poor Quality:
Restricted:	Footage: 105
Lot Depth	
Factor:	

Nuisances/Problems

Traffic Noise: Other Nuisances:

Department of Assessments

Airport:  
Trans. Concurrency:  
Powerlines:

Water Problems:  
Other Problems:

Designations

Historic Site:  
# Bldg Sites:  
Adj. to Golf Fairway:  
Adj. to Greenbelt:  
Other Designations:  
Deed Restrictions:

Current Use:  
Dev. Rights Purchased:  
Easements:  
Native Growth:  
DNR Lease:

Environmental

Type	Information Source	Del. Study	% Affected

Building 1

Yr Built:	1965	View Util:	
Yr Renovated:		1 <sup>st</sup> Floor Sqft:	2,300
Stories:	2	½ Flr Sqft:	
Nbr Liv Units:	1	2 <sup>nd</sup> Flr Sqft:	1,690
Grade:	10 Very Good	Upper Flr Sqft:	
Grade Var:		Fin Bsmt Sqft:	
Condition:	Good	Tot Liv Sqft:	3,990
Bedrooms:	3	Unfin Full Flr Sqft:	
Full Baths:	1	Unfin ½ Flr Sqft:	
¼ Baths:	2	Tot Bsmt Sqft:	
½ Baths:		Attached Gar Sqft:	
Heat Source:	Gas	Bsmt Gar Sqft:	
Heat System:	Forced Air	Deck Area:	1,350
Fp Single Story:		Op Porch Sqft:	
Fp Multi Story:	1	Encl Porch:	
Fp Free Standing:	1	Addnl Cost:	
Fp Additional:		Obsolescence:	
Bsmt Grade:		%Net Condition:	
Daylight Bsmt:	N	% Complete:	
Brick/Stone:			
Address:	6220 HAZELWOOD LN		

Accessories

PRK:DET GAR

Description:

Bldg: 1  
Size: 620  
Eff Yr: 1965

Grade: 9 Better  
%Net Cond:  
Value:  
Date Valued:

Department of Assessments

MISC IMP

Description: covered dock shared w 2030  
 Bldg: 1 Grade:  
 Size: %Net Cond:  
 Eff Yr: Value: 20,000  
 Date Valued: 4/19/2007

MISC IMP

Description: dock  
 Bldg: 1 Grade:  
 Size: %Net Cond:  
 Eff Yr: Value: 30,000  
 Date Valued: 4/19/2007

MISC IMP

Description: 200sf fin rm under det garage  
 Bldg: 1 Grade:  
 Size: %Net Cond:  
 Eff Yr: Value: 5,000  
 Date Valued: 2/28/2001

Permit

Permit Nbr	Type	Issue Date	Value	Status	%Complete
05 117691 WB	Other	5/15/2006	8,120	Complete	0
05 103019 BR	Remodel	3/10/2005	17,000	Complete	0
03 124844 BR	Remodel	10/24/2003	18,008	Complete	0

Value History

Tax Yr	Omit Yr	Appr Land	Appr Imps	Appr Total	New Dollars	Tax Land	Tax Imps	Tax Total	Tag-Val Reason	Status	Levy Code	Change Date	Change Number	Reason
2009	0	1,288,000	707,000	1,995,000	0	1,288,000	707,000	1,995,000		T	0816	8/26/2008		REVALUE
2008	0	1,193,000	655,000	1,848,000	4,000	1,193,000	655,000	1,848,000		T	0816	5/30/2007		REVALUE
2007	0	861,000	590,000	1,451,000	0	861,000	590,000	1,451,000		T	0816	6/13/2006		REVALUE
2006	0	813,000	557,000	1,370,000	0	813,000	557,000	1,370,000		T	0816	6/20/2005		REVALUE
2005	0	689,000	465,000	1,154,000	0	689,000	465,000	1,154,000		T	0816	5/17/2004		REVALUE
2004	0	711,000	479,000	1,190,000	0	711,000	479,000	1,190,000		T	0816	7/16/2003		REVALUE
2003	0	711,000	479,000	1,190,000	0	711,000	479,000	1,190,000		T	0816	9/16/2002		REVALUE
2002	0	665,000	431,000	1,098,000	0	665,000	433,000	1,098,000		T	0816	6/25/2001		REVALUE
2001	0	586,000	458,000	1,044,000	0	586,000	458,000	1,044,000		T	0816	7/27/2000		REVALUE
2001	0	519,000	330,000	849,000	0	519,000	330,000	849,000		T	0816	7/19/2000		REVALUE
2000	0	519,000	330,000	849,000	0	519,000	330,000	849,000		T	0816	8/25/1999		REVALUE
1999	0	468,000	297,000	765,000	0	468,000	297,000	765,000		T	0816	9/17/1998		REVALUE
1999	0	455,000	297,000	752,000	0	455,000	297,000	752,000		T	0816	4/18/1998	R470000	EXTENSION
1998	0	0	0	0	0	455,000	297,000	752,000		T	0816	6/26/1997		REVALUE
1997	0	0	0	0	0	463,600	295,000	758,600		T	0816	9/3/1996		REVALUE
1995	0	0	0	0	0	463,600	295,000	758,600		T	0816	11/1/1994		REVALUE
1993	0	0	0	0	0	572,500	303,300	875,800		T	0816	7/10/1992		MAINTENANCE
1993	0	0	0	0	0	572,500	193,200	765,700		T	0816	5/1/1992		REVALUE
1991	0	0	0	0	0	535,000	180,600	715,600		T	0816	8/17/1990		REVALUE
1989	0	0	0	0	0	252,500	129,000	381,500		T	0816	3/25/1988		REVALUE
1987	0	0	0	0	0	312,800	103,300	416,100		T	0816	8/5/1986		REVALUE
1985	0	0	0	0	0	329,300	133,600	462,900		T	0816	3/22/1984		REVALUE
1985	0	0	0	0	0	329,300	133,600	462,900		T	0816	3/2/1984		MAINTENANCE
1983	0	0	0	0	0	362,700	93,300	456,000		T	0816	12/11/1981		REVALUE

Changes

Department of Assessments

Type	Event Date	By	Status	Doc Id
Char Update	4/19/2007	ATIN		
Char Update	4/19/2007	EHAR		
Char Update	11/6/2006	ATIN		
Char Update	5/9/2005	MTRI		
Char Update	2/28/2001	AROS		
Char Update	1/3/2001	RSOW		
Char Update	3/18/1999	JGRI		
Char Update	3/15/1997	BJOH		

Exemption 24287

Bldg: 1	Beginning Yr: 0
App Signed: Y	Ending Yr: 0
Est Cost: 22,000	Amount:
Permit Jurisdiction: BELLEVUE	Valued By:
Completion Date: 12/5/2003	Value Date:
	Updated By: MLEM
	Update Date: 5/4/2005

Note	By	Date
remodel of bath and kitchen	MLEM	5/4/2005
Deck repair & maintenance	MDOV	12/3/2003

Exemption 27334

Bldg: 1	Beginning Yr: 2006
App Signed: Y	Ending Yr: 2008
Est Cost: 25,000	Amount:
Permit Jurisdiction: BELLEVUE	Valued By:
Completion Date: 7/30/2005	Value Date:
	Updated By: MDOV
	Update Date: 5/12/2005

Note	By	Date
Remodel Bath & Kitchen	MDOV	5/12/2005

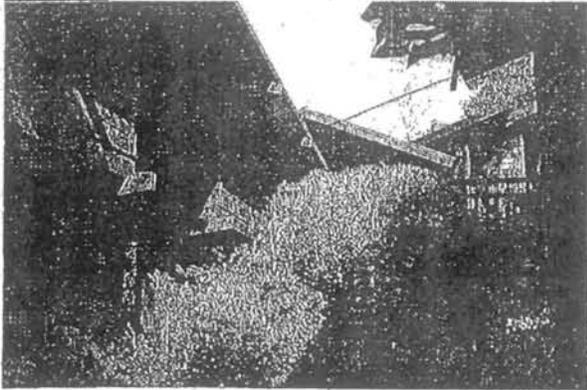
Notes

Note	By	Date
Permit # 05 103019 BR. Enlarging bathroom area added 44 SF to living area. Second floor area changed from 1650 SF to 1690 SF. Interior finish work is currently being completed.	EHAR	4/19/2007
Permit # 05 117691 WB. Work to reconfigure existing dock is finished. New dock is 468 SF and 62 feet long.	EHAR	4/19/2007
Per neighbor, remod is studs only. Couldn't see where remod was from	TWIL	9/13/2005

Department of Assessments

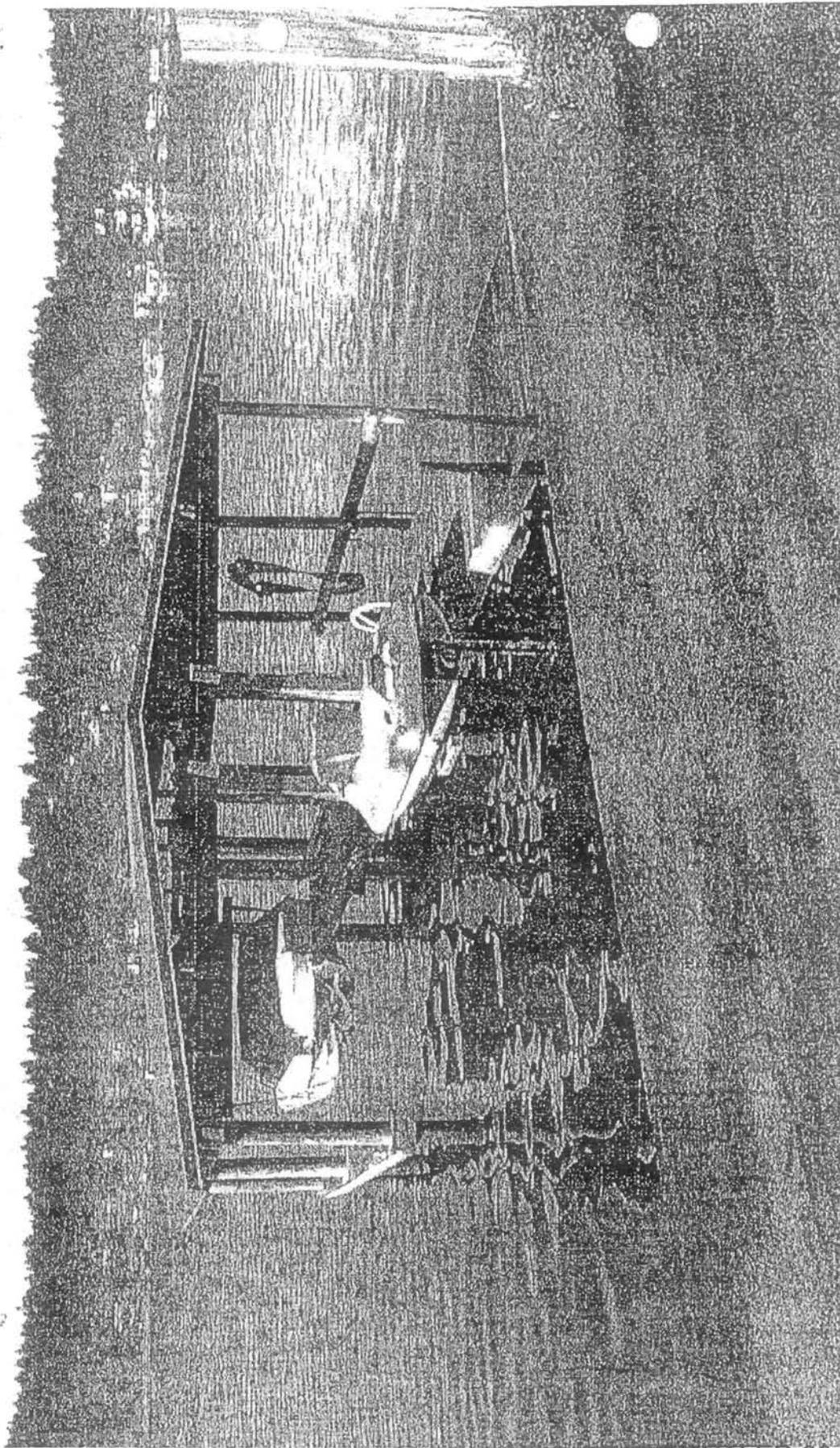
street. Didn't go around property because door was ajar when I knocked on it but no one answered my yelling. Contractors car out in front.		
CR 1/2 DOCK & COVER TRANSFERRED TO MINOR 2030 LWIL 0993 1/2 DOCK #1 S/B ON 2030 (LSUM) 1292		1/1/1900
remodel of bath and kitchen	MLEM	5/4/2005
Deck repair & maintenance	MDOV	12/3/2003
Remodel Bath & Kitchen	MDOV	5/12/2005

Images



Bldg 1

SMITH ER 004 0143



**Appendix 11 ..... Exhibit 24**  
**(King Co. Assessor Notes)**

22 BASEMENT		No. 2	<input type="checkbox"/> OP	<input type="checkbox"/> Enc.	<input type="checkbox"/> St.
Stud Bearing	X	No. 3	<input type="checkbox"/> OP	<input type="checkbox"/> Enc.	<input type="checkbox"/> St.
Concrete-Slab		Other			
<input checked="" type="checkbox"/> Hidden		23 HEATING <i>N/A</i>			
17 ELECTRIC	Daylite Bsmt.	30 DECK			
Int. Fix.	SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G	No. 1	<input type="checkbox"/> Conc.	<input checked="" type="checkbox"/> Wd	<input type="checkbox"/> Cvd.
Ext. Fix.	SS <input checked="" type="checkbox"/> S <input type="checkbox"/> G	No. 2	<input type="checkbox"/> Conc.	<input checked="" type="checkbox"/> Wd	<input type="checkbox"/> Cvd.
Other		No. 3	<input type="checkbox"/> Conc.	<input checked="" type="checkbox"/> Wd	<input type="checkbox"/> Cvd.
18 CONST CLASS		30A SOURCE OF DATA			

10 REMARKS

Code WOMPH III DOOR IDLD ME OWNER NOT HOME, REAMESURED IMP. DECKS, GAR. & DOCKS, MADE ALL CHANGES + ADDED SEA WALL, BSMT UNDER 1980 ADD. COMPL. BSMT UNDER GAR. HAS LOUVERS ON WINDOW COULD NOT SEE IN, LOOKS LIKE A FINISHED ROOM. 7'3" H. CR WH - 1/2 of covered dock belongs to MILROY 50' SO CHAD BUCKET to 1/2 5X4' and FV from #258.5 to #1270 and Boat Cover to 1X12 X 20 and FV from #1700 to #800. Re-measured imp because this imp appears to be larger than a 2 w/bsmt and some walls were off 1st flr fr 2550 to 2300 Delete BSMT of 770 is and CHAD WOODEN HOT TUB BUILT IN TO DECK SMALL SIZE OLD #1185

12 MISCELLANEOUS IMPROVEMENTS									
Year	Items	Const.	Gr	Floor	Roof	Dimensions	Area	Un. Value	\$ F.V.
65	DET. GAR	FR		CONC	CONC	2X11 + 24X25	622		
	BUNDER	FR		CONC		2X11 + 22X10	242	17.50	1875
	DK #1	FR		WD		VARIOUS	6870		
65	DK #2	FR		WD		9X12	108		
	DK #3	FR		WD		4X44 + 4X18	292		
OLD	DOCK #1			WD		1/2 5 X 47	175	11.00	1290
	DOCK #2			WD		6X50, 15X12	480	14.50	6960
OLD	BOAT COVER				ALUM	7X12 X 30	280		

298 Total	
299 Fin. Bsmt. Grade	
240 Daylite Bsmt.	
241 Ext. Brick %	
242 Heating Source	
243 Heating System	
244 Heating	
245 Central Cooling Costs	
246 Bathrooms	Fu
247 H.W. Tank/Sink/Laundr	
248 Other Single Plumbing Os	
249 Fireplaces	Singl
250 Fireplace Add. Outlets	
252 Porch	<input checked="" type="checkbox"/> DK 2 0
253 Porch	<input checked="" type="checkbox"/> DK 2 0
254 Porch	<input checked="" type="checkbox"/> DK 2 0
255 Additional Costs	
256 Garage Att.	
ACCESSORY IM	
258 Gar. Det.	Grade 0
259 Eff. Year	19 6
260 Garport	
262 No. of Parking Stalls	
264 Pool	Grade
267 Pool Eff. Yr.	19
268 Poured	2 Gunite
269 Concrete	
270 Asphalt	
271 Other Misc. Imps. Value	
272 Permanent Review Needed	
STAFF	
282 Building Data Date	

SMITH ER 904 0164 WFB

**Appendix 12 ..... Exhibit 27**  
**(King Co. Assessor Printout)**

King County Department of Assessments  
Parcel 334330 - 2030

05/14/2009

Computer : COUNTER-34

**Parcel**

Geo Area :	Res Area : 063-003-0
Spec Area :	Q-S-T-R : SW-20-24-5
Folio : 22713	Type : R
Resp : R	Levy : 0816
Block : A	Lot : 21-22-23
Property Address : 6208 HAZELWOOD LN BELLEVUE 98006	

Legal Desc : HILLMANS LK WN GARDEN OF EDEN # 3 21 LESS N 4.25 FT & ALL OF 22-23 & SH LDS ADJ

**TaxPayer Accounts**

Account	Change
334330-2030-04   SMITH GREGG B JR+WILLIAMS K 6208 HAZELWOOD LN BELLEVUE WA 98006	839999

**Land**

HBU If Vacant : Single Family	HBU As Improved : Present Use
Present Use : Single Family(Res Use/Zone)	Percent Unused : 0
Current Zoning : R-5 Single-family Residential	Zoning Date : 01/01/1900
Water System : Water District	Sewer System : Public
SqFt : 13,185	Restrictive Size/Shape : No
Use Land Val : 1,175,000	Land Val Date : 11/06/2006
Tax Year : 2008	Road Access : Private
Parking :	Street Surface : Paved

**Land Views**

Mt Rainier :	Sound :
Olympics :	Lake Washington : Excellent
Cascades :	Lake Sammamish :
Territorial : Average	Lake/River/Creek :
Seattle :	Other :

**Land Waterfront**

Location : Lake Wash	Access Rights : No
Bank : Low	Proximity Influence : No
Tide/Shore : Uplands With Tidelands/Shorelands	Poor Quality : No
Restricted :	Footage : 100
Lot Depth Factor : 0	

**Land Nuisances/Problems**

Topography :	Powerlines : No
Traffic Noise :	Other Nuisance : No
Airport : No	Water Problems : No
Trans. Concurrency : No	Other Problems : No

cont. on page 2

SMITH ER 904 0172

King County Department of Assessments  
Parcel 334330 - 2030

05/14/2009

Computer : COUNTER-34

Land Designations

Historic Site :  
 # Bldg Sites : 0  
 Adj. to Golf Fairway : No  
 Adj. to Greenbelt : No  
 Other Problems : No  
 Deed Restriction : No

Current Use : (None)  
 Dev. Rights Purchases : No  
 Easements : No  
 Native Growth : No  
 DNR Lease : No

Environmental Restrictions

( None )

Residential Building 1

Obsolescence : 0  
 % Completed : 0  
 Year Renovated : 1980  
 Heat Source : Electricity  
 1st Floor Sq Ft. : 1800  
 2nd Floor Sq Ft. : 780  
 Finished Basement Sq Ft. : 0  
 Unfinished Half Sq Ft. : 0  
 Total Basement Sq Ft. : 0  
 Basement Garage Sq Ft. : 0  
 Stories : 2  
 Deck Area : 470  
 Enclosed Porch Sq Ft. : 0  
 Fireplace Multi Story : 1  
 Fireplace Additional : 0  
 3/4 Baths : 0  
 Bedrooms : 2  
 Building Grade : 7 Average  
 Basement Grade :  
 View Utilization :

% Net Condition : 0  
 Year Built : 1931  
 Additional Costs : 0  
 Heat System : Forced Air  
 Half Floor Sq Ft. : 0  
 Upper Floor Sq Ft. : 0  
 Total Living Sq Ft. : 2580  
 Unfinished Full Sq Ft. : 0  
 Attached Garage Sq Ft. : 0  
 Brick/Stone : 0  
 Number of Living Units : 1  
 Open Porch Sq Ft. : 0  
 Fireplace Single Story : 1  
 Fireplace Free Standing : 0  
 Full Baths : 2  
 1/2 Baths : 0  
 Building Condition : Average  
 Building Grade Var : 0  
 Daylight Basement : N  
 Address : 6208 HAZELWOOD LN 98006

Accessories

Misc Imp

SqFt : 0  
 Eff Year : 0  
 Value : 25000  
 Description : dock shared w 2060

Grade :  
 % Net Condition : 0  
 Date Valued : 03/01/2007

Misc Imp

SqFt : 0  
 Eff Year : 0  
 Value : 30000  
 Description : dock

Grade :  
 % Net Condition : 0  
 Date Valued : 03/01/2007

cont. on page 3

King County Department of Assessments  
Parcel 334330 - 2030

Computer: COUNTER-34

05/14/2009

Sales History

Excise Tax #	Sale Date	Sale Price	Instrument	Sale Reason
324810	12/06/2007	1,500,000	Bargain And Sales Deed	Trust
096978	11/23/2004	0	Quit Claim Deed	Trust
779898	09/08/2000	0	Quit Claim Deed	Trust

Value History for Acct 334330-2030-04

Assess	Omit	Appr Land	Appr Imps	Appr Total	New Dollars	Land Val	Imps Val	Total Val	Tax Val Reason	Status	Levy Code	Change Date	Change Number	Reason
309	0	1,269,000	304,000	1,573,000	0	1,269,000	304,000	1,573,000	T		0816	08/26/2008		Revalue
308	0	1,175,000	282,000	1,457,000	0	1,175,000	282,000	1,457,000	T		0816	05/30/2007		Revalue
307	0	855,000	246,000	1,101,000	0	855,000	246,000	1,101,000	T		0816	06/13/2006		Revalue
306	0	807,000	233,000	1,040,000	0	807,000	233,000	1,040,000	T		0816	08/20/2005		Revalue
305	0	684,000	192,000	876,000	0	684,000	192,000	876,000	T		0816	05/17/2004		Revalue
304	0	706,000	198,000	904,000	0	706,000	198,000	904,000	T		0816	07/16/2003		Revalue
303	0	706,000	198,000	904,000	0	706,000	198,000	904,000	T		0816	09/16/2002		Revalue
002	0	660,000	174,000	834,000	0	660,000	174,000	834,000	T		0816	06/25/2001		Revalue
001	0	579,000	136,000	715,000	0	579,000	136,000	715,000	T		0816	07/27/2000		Revalue
001	0	513,000	144,000	657,000	0	513,000	144,000	657,000	T		0816	07/19/2000		Revalue
000	0	513,000	144,000	657,000	0	513,000	144,000	657,000	T		0816	08/25/1999		Revalue
999	0	463,000	129,000	592,000	0	463,000	129,000	592,000	T		0816	09/17/1998		Revalue
999	0	450,000	126,000	576,000	0	450,000	126,000	576,000	T		0816	04/18/1998	R470000	Extension
998	0	0	0	0	0	450,000	126,000	576,000	T		0816	08/28/1997		Revalue
998	0	0	0	0	0	458,900	128,600	587,500	T		0816	09/03/1996		Revalue
998	0	0	0	0	0	458,900	128,600	587,500	T		0816	11/01/1994		Revalue
993	0	0	0	0	0	567,100	131,200	698,300	T		0816	05/01/1992		Revalue
991	0	0	0	0	0	530,000	122,600	652,600	T		0816	08/17/1990		Revalue
989	0	0	0	0	0	245,000	80,000	325,000	T		0816	03/25/1988		Revalue
987	0	0	0	0	0	301,500	53,800	355,400	T		0816	08/05/1986		Revalue
985	0	0	0	0	0	316,700	65,000	381,700	T		0816	03/22/1984		Revalue
985	0	0	0	0	0	316,700	65,000	381,700	T		0816	03/09/1984		Maintenance
984	0	0	0	0	0	303,000	54,100	357,100	T		0816	05/07/1985	R855512	July Board Order
983	0	0	0	0	0	303,000	54,100	357,100	T		0816	05/07/1985	R855511	July Board Order
983	0	0	0	0	0	346,900	54,100	403,000	T		0816	12/11/1981		Revalue

Review History

Tax Yr	Review Number	Review Type	Appealed Val	Hearing Date	Settlement Value	Hearing Result	Status
2009	0810152	Local Appeal	1,573,000		0		Active
1984	8370176	Local Appeal	0	01/23/1985	0	Revise	Active
1983	8270094	Local Appeal	0	01/23/1985	0	Revise	Active

Change History

Type	Event Date	Event Person	Status	Doc Id
Char Update	03/01/2007	Atin		
Char Update	11/06/2006	Atin		
Char Update	05/09/2005	Mtri		
Char Update	02/28/2001	Aros		
Char Update	01/03/2001	Rsow		
Char Update	03/18/1999	Jgri		
Char Update	03/15/1997	Bjoh		

cont. on page 4

King County Department of Assessments  
Parcel 334330 - 2030

Computer: COUNTER-34

05/14/2009

**lot 1**

date: 03/01/2007

By: ATIN

note: Changed from good to average, showing signs of deferred maintenance.

**lot 2**

date:

By:

note: CR ON MINOR 2060 INDICATES 1/2 SHARE OF DOCK & BOAT  
TRANSFERRED DATA LWIL 7/93

0993 COVER HERE

Department of Assessments

Parcel

Area: 063-003-0 Levy: 0816  
 Spec Area: Block: A  
 QSTR: SW-20-24-5 Lot: 21-22-23  
 Folio: 22713  
 Type: R  
 Resp: R  
 Property Address: 6208 HAZELWOOD LN  
 Legal Desc: HILLMANS LK WN GARDEN OF EDEN # 3 21 LESS N 4.25 FT & ALL OF 22-23 & SH LDS ADJ

Account	Owner	Address
334330-2030-0	SMITH GREGG B JR+WILLIAMS K	6208 HAZELWOOD LN BELLEVUE WA 98006

Land

HBU If Vacant: SINGLE FAMILY	Lot SqFt: 13,185
HBU As Improved: PRESENT USE	Restrictive Sz/Shp:
Present Use: Single Family(Res Use/Zone)	Base Land Val: 1,175,000
Percent Unused:	Land Val Date: 11/6/2006
Current Zoning: R-5 (Single-family Residential)	Tax Year: 2008
Zoning Date:	Road Access: PRIVATE
Water System: WATER DISTRICT	Parking:
Sewer System: PUBLIC	Street Surface: PAVED

Views

Mt Rainer:	Sound:
Olympics:	Lake Washington: EXCELLENT
Cascades:	Lake Sammamish:
Territorial: AVERAGE	Lake/River/Creek:
Seattle:	Other:

Waterfront

Location: LAKE WASH	Access Rights:
Bank: LOW	Proximity Influence:
Tide/Shore: UPLANDS WITH TIDELANDS/SHORELANDS	Poor Quality:
Restricted:	Footage: 100
Lot Depth	
Factor:	

Nuisances/Problems

Department of Assessments

Traffic Noise:  
 Airport:  
 Trans. Concurrency:  
 Powerlines:

Other Nuisances:  
 Water Problems:  
 Other Problems:

Designations

Historic Site:  
 # Bldg Sites:  
 Adj. to Golf Fairway:  
 Adj. to Greenbelt:  
 Other Designations:  
 Deed Restrictions:

Current Use:  
 Dev. Rights Purchased:  
 Easements:  
 Native Growth:  
 DNR Lease:

Environmental

Type	Information Source	Del. Study	% Affected

Building 1

Yr Built: 1931  
 Yr Renovated: 1980  
 Stories: 2  
 Nbr Liv Units: 1  
 Grade: 7 Average  
 Grade Var:  
 Condition: Average  
 Bedrooms: 2  
 Full Baths: 2  
 ¼ Baths:  
 ½ Baths:  
 Heat Source: Electricity  
 Heat System: Forced Air  
 Fp Single Story: 1  
 Fp Multi Story: 1  
 Fp Free Standing:  
 Fp Additional:  
 Bsmt Grade:  
 Daylight Bsmt: N  
 Brick/Stone:  
 Address: 6208 HAZELWOOD LN

View Util:  
 1<sup>st</sup> Floor Sqft: 1,800  
 ½ Flr Sqft:  
 2<sup>nd</sup> Flr Sqft: 780  
 Upper Flr Sqft:  
 Fin Bsmt Sqft:  
 Tot Liv Sqft: 2,580  
 Unfin Full Flr Sqft:  
 Unfin ½ Flr Sqft:  
 Tot Bsmt Sqft  
 Attached Gar Sqft:  
 Bsmt Gar Sqft:  
 Deck Area: 470  
 Op Porch Sqft:  
 Encl Porch:  
 Addnl Cost:  
 Obsolescence:  
 %Net Condition:  
 % Complete:

Accessories

MISC IMP

Description: dock shared w 2060  
 Bldg: 1  
 Size:  
 Eff Yr:

Grade:  
 %Net Cond:  
 Value: 25,000

Department of Assessments

Date Valued: 3/1/2007

**MISC IMP**

Description: dock  
 Bldg: 1  
 Size:  
 Eff Yr:

Grade:  
 %Net Cond:  
 Value: 30,000  
 Date Valued: 3/1/2007

**Sales**

Excise Tax Nbr	Sale Date	Price	Instrument	Reason
2324810	12/6/2007	1,500,000	Bargain and Sales Deed	Trust
2096978	11/23/2004	0	Quit Claim Deed	Trust
1779898	9/8/2000	0	Quit Claim Deed	Trust

**Review**

Tax Yr	Review Nbr	Type	Hearing Date	Hearing Result	Appealed Val	Settlement Val	Status
2009	0810152	1			1,573,000		Active
1984	8370176	1	1/23/1985	REVISE	0	0	Active
1983	8270094	1	1/23/1985	REVISE	0	0	Active

**Value History**

Tax Yr	Qmlt Yr	Appr Land	Appr Imps	Appr Total	New Dollars	Tax Land	Tax Imps	Tax Total	Tax Val Reason	Status	Levy Code	Change Date	Change Number	Reason
2009	0	1,269,000	304,000	1,573,000	0	1,269,000	304,000	1,573,000		T	0816	8/26/2008		REVALUE
2008	0	1,175,000	282,000	1,457,000	0	1,175,000	282,000	1,457,000		T	0816	5/30/2007		REVALUE
2007	0	855,000	246,000	1,101,000	0	855,000	246,000	1,101,000		T	0816	6/13/2006		REVALUE
2006	0	807,000	233,000	1,040,000	0	807,000	233,000	1,040,000		T	0816	6/20/2005		REVALUE
2005	0	684,000	192,000	876,000	0	684,000	192,000	876,000		T	0816	5/17/2004		REVALUE
2004	0	706,000	198,000	904,000	0	706,000	198,000	904,000		T	0816	7/16/2003		REVALUE
2003	0	706,000	198,000	904,000	0	706,000	198,000	904,000		T	0816	9/16/2002		REVALUE
2002	0	660,000	174,000	834,000	0	660,000	174,000	834,000		T	0816	6/25/2001		REVALUE
2001	0	579,000	136,000	715,000	0	579,000	136,000	715,000		T	0816	7/27/2000		REVALUE
2001	0	513,000	144,000	657,000	0	513,000	144,000	657,000		T	0816	7/19/2000		REVALUE
2000	0	513,000	144,000	657,000	0	513,000	144,000	657,000		T	0816	8/25/1999		REVALUE
1999	0	463,000	129,000	592,000	0	463,000	129,000	592,000		T	0816	9/17/1998		REVALUE
1999	0	450,000	129,000	579,000	0	450,000	129,000	579,000		T	0816	4/18/1998	R470000	EXTENSION
1998	0	0	0	0	0	450,000	129,000	579,000		T	0816	6/26/1997		REVALUE
1997	0	0	0	0	0	458,900	128,600	587,500		T	0816	9/3/1996		REVALUE
1995	0	0	0	0	0	458,900	128,600	587,500		T	0816	11/1/1994		REVALUE
1993	0	0	0	0	0	567,100	131,200	698,300		T	0816	5/1/1992		REVALUE
1991	0	0	0	0	0	530,000	122,600	652,600		T	0816	8/17/1990		REVALUE
1989	0	0	0	0	0	243,000	80,000	323,000		T	0816	3/25/1988		REVALUE
1987	0	0	0	0	0	301,500	53,900	355,400		T	0816	8/5/1986		REVALUE
1985	0	0	0	0	0	316,700	55,000	381,700		T	0816	3/22/1984		REVALUE
1985	0	0	0	0	0	316,700	65,000	381,700		T	0816	3/9/1984		MAINTENANCE
1984	0	0	0	0	0	303,000	54,100	357,100		T	0816	5/7/1985	R855512	JULY BOARD ORDER
1983	0	0	0	0	0	303,000	54,100	357,100		T	0816	5/7/1985	R855511	JULY BOARD ORDER
1983	0	0	0	0	0	348,900	54,100	403,000		T	0816	12/11/1981		REVALUE

**Changes**

Type	Event Date	By	Status	Doc Id
Char Update	3/1/2007	ATIN		

Department of Assessments

TOTAL RCN	0	2010	1,175,000	285,000	1,460,000	10/18/2008
TOTAL RCNLD	0	2010	1,175,000	226,000	1,401,000	10/18/2008
BLDG RCN	1	2010	0	230,000	230,000	10/18/2008
ACCY RCN	1	2010	0	55,000	55,000	10/18/2008
BLDG RCNLD	1	2010	0	171,000	171,000	10/18/2008
ACCY RCNLD	1	2010	0	55,000	55,000	10/18/2008
TOTAL RCN	0	2009	1,175,000	281,000	1,456,000	9/27/2007
TOTAL RCNLD	0	2009	1,175,000	224,000	1,399,000	9/27/2007
BLDG RCN	1	2009	0	226,000	226,000	9/27/2007
ACCY RCN	1	2009	0	55,000	55,000	9/27/2007
BLDG RCNLD	1	2009	0	169,000	169,000	9/27/2007
ACCY RCNLD	1	2009	0	55,000	55,000	9/27/2007
TOTAL RCN	0	2008	660,000	249,000	909,000	10/2/2006
TOTAL RCNLD	0	2008	660,000	205,000	865,000	10/2/2006
BLDG RCN	1	2008	0	217,000	217,000	10/2/2006
ACCY RCN	1	2008	0	32,000	32,000	10/2/2006
BLDG RCNLD	1	2008	0	173,000	173,000	10/2/2006
ACCY RCNLD	1	2008	0	32,000	32,000	10/2/2006
TOTAL RCN	0	2007	660,000	237,000	897,000	10/20/2005
TOTAL RCNLD	0	2007	660,000	196,000	856,000	10/20/2005
BLDG RCN	1	2007	0	205,000	205,000	10/20/2005
ACCY RCN	1	2007	0	32,000	32,000	10/20/2005
BLDG RCNLD	1	2007	0	164,000	164,000	10/20/2005
ACCY RCNLD	1	2007	0	32,000	32,000	10/20/2005
TOTAL RCN	0	2006	660,000	230,000	890,000	9/30/2004
TOTAL RCNLD	0	2006	660,000	190,000	850,000	9/30/2004
BLDG RCN	1	2006	0	198,000	198,000	9/30/2004
ACCY RCN	1	2006	0	32,000	32,000	9/30/2004
BLDG RCNLD	1	2006	0	158,000	158,000	9/30/2004
ACCY RCNLD	1	2006	0	32,000	32,000	9/30/2004
TOTAL RCN	0	2005	660,000	213,000	873,000	10/2/2003
TOTAL RCNLD	0	2005	660,000	178,000	838,000	10/2/2003
BLDG RCN	1	2005	0	182,000	182,000	10/2/2003
ACCY RCN	1	2005	0	31,000	31,000	10/2/2003
BLDG RCNLD	1	2005	0	147,000	147,000	10/2/2003
ACCY RCNLD	1	2005	0	31,000	31,000	10/2/2003
TOTAL RCN	0	2004	660,000	210,000	870,000	10/1/2002
TOTAL RCNLD	0	2004	660,000	177,000	837,000	10/1/2002
BLDG RCN	1	2004	0	179,000	179,000	10/1/2002
ACCY RCN	1	2004	0	31,000	31,000	10/1/2002
BLDG RCNLD	1	2004	0	146,000	146,000	10/1/2002
ACCY RCNLD	1	2004	0	31,000	31,000	10/1/2002
TOTAL RCN	0	2003	660,000	205,000	865,000	10/11/2001
TOTAL RCNLD	0	2003	660,000	174,000	834,000	10/11/2001
BLDG RCN	1	2003	0	174,000	174,000	10/11/2001
ACCY RCN	1	2003	0	31,000	31,000	10/11/2001
BLDG RCNLD	1	2003	0	143,000	143,000	10/11/2001
ACCY RCNLD	1	2003	0	31,000	31,000	10/11/2001
EMV	0	2002	660,000	174,000	834,000	4/23/2001
TOTAL RCN	0	2002	660,000	203,000	863,000	4/23/2001
TOTAL RCNLD	0	2002	660,000	174,000	834,000	4/23/2001
BLDG RCN	1	2002	0	172,000	172,000	4/23/2001
ACCY RCN	1	2002	0	31,000	31,000	4/23/2001
BLDG RCNLD	1	2002	0	143,000	143,000	4/23/2001
ACCY RCNLD	1	2002	0	31,000	31,000	4/23/2001
TOTAL RCN	0	2001	450,000	194,000	644,000	9/10/1999
TOTAL RCNLD	0	2001	450,000	159,000	609,000	9/10/1999
BLDG RCN	1	2001	0	160,000	160,000	9/10/1999

Department of Assessments

ACCY RCN	1	2001	0	34,000	34,000	9/10/1999
BLDG RCNLD	1	2001	0	125,000	125,000	9/10/1999
ACCY RCNLD	1	2001	0	34,000	34,000	9/10/1999
TOTAL RCN	0	2000	450,000	190,000	640,000	9/19/1998
TOTAL RCNLD	0	2000	450,000	157,000	607,000	9/19/1998
BLDG RCN	1	2000	0	156,000	156,000	9/19/1998
ACCY RCN	1	2000	0	34,000	34,000	9/19/1998
BLDG RCNLD	1	2000	0	123,000	123,000	9/19/1998
ACCY RCNLD	1	2000	0	34,000	34,000	9/19/1998
TOTAL RCN	0	1999	450,000	187,000	637,000	11/22/1997
TOTAL RCNLD	0	1999	450,000	155,000	605,000	11/22/1997
BLDG RCN	1	1999	0	154,000	154,000	11/22/1997
ACCY RCN	1	1999	0	33,000	33,000	11/22/1997
BLDG RCNLD	1	1999	0	122,000	122,000	11/22/1997
ACCY RCNLD	1	1999	0	33,000	33,000	11/22/1997
EMV	0	1998	450,000	77,000	527,000	3/15/1997
TOTAL RCN	0	1998	450,000	179,000	629,000	3/15/1997
TOTAL RCNLD	0	1998	450,000	150,000	600,000	3/15/1997
BLDG RCN	1	1998	0	146,000	146,000	3/15/1997
ACCY RCN	1	1998	0	33,000	33,000	3/15/1997
BLDG RCNLD	1	1998	0	117,000	117,000	3/15/1997
ACCY RCNLD	1	1998	0	33,000	33,000	3/15/1997

**Appendix 13 ..... Exhibit 29**  
**(King Co. Assessor Notes)**

115	View of Front	INS	25	30
116	View of Corner	INS	25	30
117	View of Grade	INS	25	30
118	View of Slope	INS	25	30
119	View of Street Access	INS	25	30
120	View of Water Front	INS	25	30
121	View of Dock Suitability	INS	25	30
122	View of Land	INS	25	30
123	View of Alley	INS	25	30
124	View of Gully/Drainage	INS	25	30
125	View of Thru Street	INS	25	30
126	View of Street Front	INS	25	30
127	View of Curbs & Gutters	INS	25	30
128	View of Sidewalks	INS	25	30
129	View of Street Surface	INS	25	30
130	View of Street Condition	INS	25	30
131	View of Street Traffic	INS	25	30
132	View of Street Lights	INS	25	30
133	View of Water	INS	25	30
134	View of Water System	INS	25	30
135	View of Sanitary Sewers	INS	25	30
136	View of Storm Sewers	INS	25	30
137	View of Underground Utilities	INS	25	30

140	View of Lot	INS	25	30
141	View of Olympic Rondo	INS	25	30
142	View of Cascade Range	INS	25	30
143	View of Mt. Rainier	INS	25	30
144	View of Puget Sound	INS	25	30
145	View of Lake	INS	25	30
146	View of River	INS	25	30
147	View of City	INS	25	30
148	View of Partial View	INS	25	30
149	View of Utilization	INS	25	30

SMITH ER 904 0195

PERMIT INFORMATION

No. \_\_\_\_\_ Date Issued \_\_\_\_\_ Date Completed \_\_\_\_\_  
 Date Constructed Started \_\_\_\_\_  
 Date Occupied \_\_\_\_\_  
 Reopened \_\_\_\_\_

PLAT OF BUILDING

Scale: 1" = 10'  
 20'  
 20'  
 20'

SMITH ER 904 0195

**Appendix 14 ..... Exhibit 45**  
**(Sea and Shore A/R report)**

SEA & SHORE CONSTRUCTION, INC.

GL Detail Listing

Page: 1

Report No. RPT.EG.004

For period 9701 to 9712

Run date: 11:35:16 21 DEC 2009

With JNL.NO ALL

Account number 520

ALL

ALL

5807

ALL

ALL

ACCTG.DATE	JNL.NO	PROJ	ITEM	COST	SUB	CAT	EQU	DESCRIPTION	AMOUNT	QUANTITY
CHECK.DATE	CHECK.NO		VENDOR	VENDOR	VENDOR					
PO.DATE	PO.NO		CUSTOMER	CUST	CUST					
INV.DATE	INV.NO	EQU.NO	EMP.NO	EMP	EMP					

9707

520 PROJECT INCOME

07/31/97	AR/INV	5807	807999	99				DOCK REPAIR		
07/31/97	5807-1		5807	LARRY PETERSON					-5,400.00	0.00
07/31/97	AR/INV	5807	807999	99				REPLACE BOATHOUSE STUBS		
07/31/97	5807-2		5807	LARRY PETERSON					-2,025.00	0.00
ACCT.NO = 520									-7,425.00	0.00
CAL.PD = 9707									-7,425.00	0.00
*** REPORT TOTALS ***									-7,425.00	0.00

SMITH ER 904 000212

**Appendix 15 ..... Exhibit 46**  
**(Marian Heath check)**

#6

Marian E. Heath  
Ph. 206-746-5457  
Will healthm:787cc  
6208 Hazelwood Ln. Se.  
Bellevue, WA 98006

19-57/1250  
11895006

5516

7-3 97

Seashore Construction 2,199<sup>00</sup>/<sub>100</sub><sup>15</sup>  
Two Thousand One Hundred 99<sup>00</sup>/<sub>100</sub><sup>15</sup> 100



Key Bank of Washington  
Crossroads Office 011  
1350-156th Ave. NE  
Bellevue, WA 98007  
447-2222

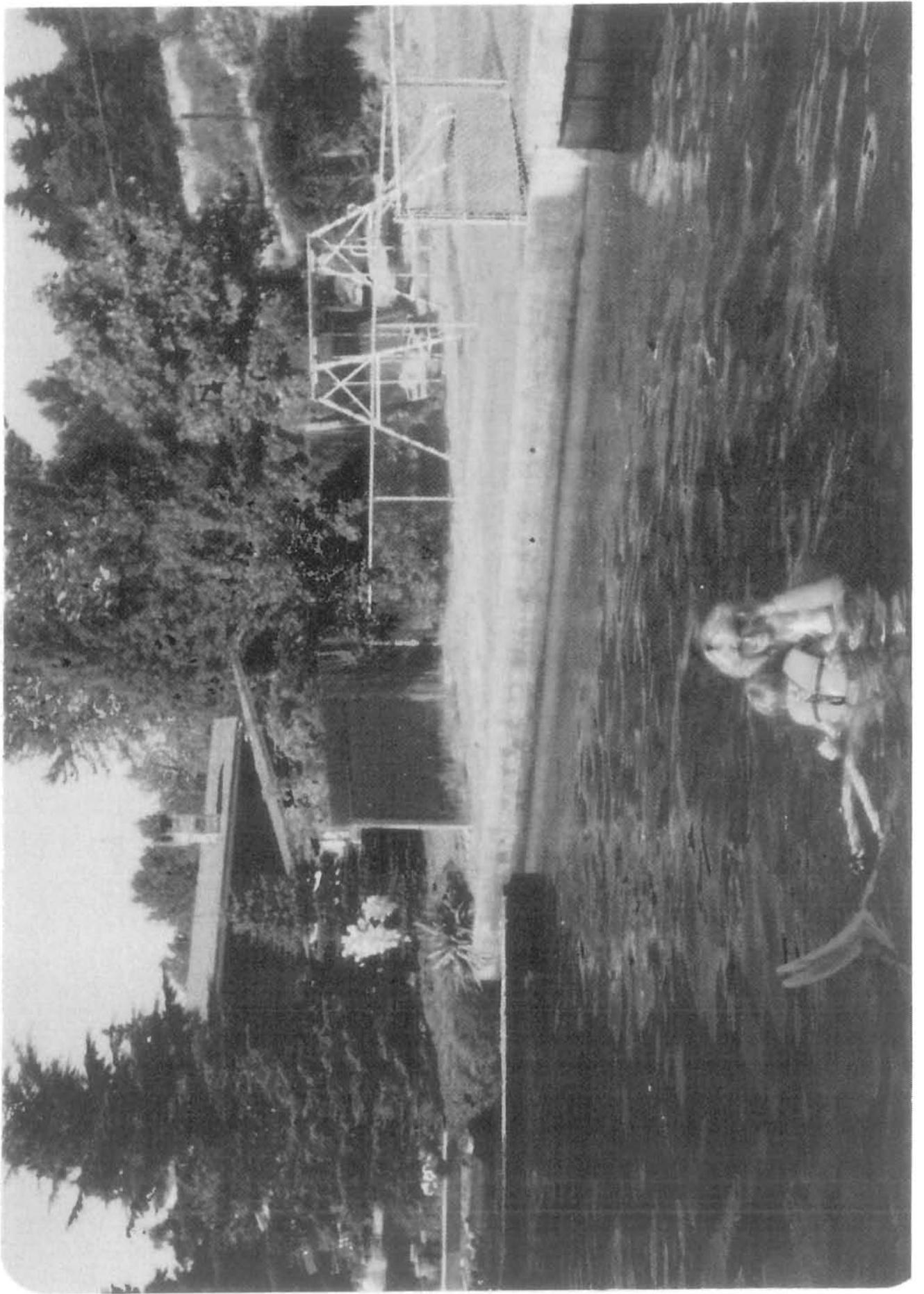
Marian E. Heath

⑆⑆25000574⑆⑆ ⑆⑆9 9950 6⑆⑆ 5516 ⑆⑆0000219915⑆⑆

07/07/97  
123000220  
100 000 000  
100 000 000  
100 000 000

07/08/97  
PAY TO THE ORDER OF  
U.S. BANK OF WASHINGTON  
FTE WASHINGTON 98114-0125  
▶ 125000105 ▶  
FOR DEPOSIT ONLY  
SEA & SHORE CONSTRUCTION  
GENERAL ACCOUNT  
DEPOSITS AND INVESTMENTS  
007745888  
35818/8

**Appendix 16 ..... Exhibit 61**  
**(Excerpts of Photos)**

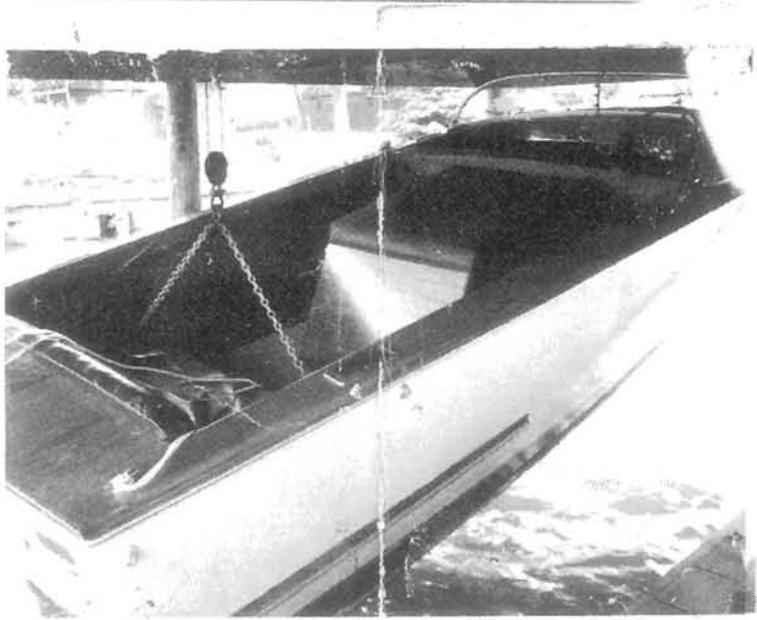




**Appendix 17 ..... Exhibit 31**  
**(Site Map submitted to Bellevue)**



**Appendix 18 ..... Exhibit 7**  
**(Heath Pictures of Dock)**



**Appendix 19 ..... Exhibit 44**  
**(Picture of the bulkhead)**



SMITH ER 904-0211