THE GRANTOR (b) (6) [redacted] his wife,

of Everett, Snohomish County, State of Washington

for and in consideration of Sixteen thousand ($16,000)

Dollars in hand paid, convey and

warrant to Peter C. Reilly of Indianapolis, Indiana

the grantee *the following described real estate:*

Lot five (5), Section twenty nine (29), Township twenty four (24) North Range Five (5) East W. M. together with all tide and shore lands of the second class owned by the parties of the first part, situated in front of, adjacent to, or abutting upon that portion of the Government Meander Line of Lake Washington, lying in front of the above described uplands, between the North and South boundary lines produced westerly of said Lot five (5) except the Northern Pacific Railway right of way over and across said premises, containing 3.51 acres more or less.

situated in the county of King, *State of Washington.*

Dated March 22nd, *A. D., 19* 16

Signed in presence of

(b) (6) [redacted]

(b) (6) [redacted]

State of Washington,
County of KING } ss.

879262

THIS IS TO CERTIFY, That on this 22nd *day of* March *A. D., 19* 16 *before me* the undersigned *a Notary Public in and for the State of Washington, duly commissioned and sworn personally came* (b) (6) [redacted]

(b) (6) [redacted]

to me known to be the individual s *described in and who executed the within instrument, and acknowledged to me that* they *signed and sealed the same as* their *free and voluntary act and deed for the uses and purposes therein mentioned.*

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

Notary Public in and for the State of Washington, residing at Seattle, Wash.

R 200019

1049144

COMPARED By

14

Warranty Deed

FROM

(b) (6) [redacted]

TO

Peter C. Reilly

Date March 22nd, *1916*

Filed for record at request of

Hastings & Stedman

MAR 23 1916

on the ..... *day of* ..... *19* .....

at 55 *minutes past* 11 a *M*

and recorded in Volume 933

of Deeds *Page* 596

records of King

County, Washington Phelps

COUNTY AUDITOR

By G. A. Stull

DEPUTY

HH

60

R 200018

This Indenture, *Made this* 22nd *day of* March

in the year of our Lord One Thousand Nine Hundred Sixteen

Witnesseth: *That* (b) (6) [redacted] of

Everett, Washington,

*grantor*s *herein, for and in consideration of* T E N . . . . . *DOLLARS,*

lawful money of the United States, in hand paid, hereby convey *and quit-claim*

to Peter C. Reilly, of Indianapolis, Indiana,

grantee *herein,*

all their *interest in the following described real estate, situated in the county of* King

state of Washington, towit: All shorelands of second class of State of Washington owned by grantors, situated in front of, adjacent to or abutting upon that portion of the government meander line lying in front of Lot No. 5, Section No. 29, in Township No. 24 North of Range No. 5 East W.M., which are North of the South boundary line of said Lot 5 produced Westerly.

This deed is given to supplement a warranty deed to said Reilly by grantors conveying said Lot 5 and the shorelands abutting Lot 5 between the North and South lines of said Lot 5 produced Westerly. The intention hereby being to limit the shorelands conveyed to those North of said South line of Lot 5 produced Westerly, and to include in the shorelands, if any there be, abutting said Lot 5 North of the North line of said Lot 5 produced Westerly;

In Witness Whereof *The said grantor*s *ha*ve *hereunto set* their *hand*s *and seal* *the day and year first hereinabove written.*

Signed, Sealed and Delivered in Presence of

(b) (6) [redacted]

(b) (6) [redacted]

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF WASHINGTON, } *ss.*
County of King.

THIS IS TO CERTIFY, That on this 22nd *day of* March *191*6,

before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned, sworn and qualified, personally appeared (b) (6) [redacted]

*to me personally known to be the individual*s *named in and who executed the within instrument and acknowledged to me that* they *signed and sealed the same as* their *free and voluntary act and deed for the uses and purposes therein mentioned.*

WITNESS my hand and notarial seal, this the day and year in this certificate first above written.

Claud P. Stevens

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

R 200021

COMPARED By S. & Y.

1

R 200020

1049145

Quit Claim Deed

FROM

TO

Dated....., 191....

Filed for Record at Request of

Hastings & Stedman

MAR 23 1916

on the.....day of.....191....

at 56 minutes past 11 a M.

and recorded in volume 941

of Deeds, Page 525

Records of King County,

State of Washington.

Lyman Phelps

Auditor of said County.

By G. A. Stile

Deputy.

HASTINGS & STEDMAN ~~441~~ 2075

ATTORNEYS

HALLER BUILDING, SEATTLE, WASHINGTON

75

S. F. No. 3005-A—8-50—5M. 25752.

WARRANTY DEED

In the Matter of Secondary *State Highway No.* 2-A, Kennydale North

KNOW ALL MEN BY THESE PRESENTS, That the Grantors, PETER C. REILLY and INEVA REILLY, husband and wife, of Indianapolis, Indiana,

for and in consideration of the sum of Ten and 00/100 - - - - - - - - - - - - - - - - - - - *Dollars,* and other valuable considerations,

in hand paid, the receipt whereof is hereby acknowledged, hereby convey...... and warrant...... to the State of Washington, the following described real estate situated in King *County, in the State of Washington, to-wit:*

All that portion of Government Lot 5, Section 29, Township 24 North, Range 5 East, W. M. (except as may be hereinafter specified) lying and being Easterly of a line drawn drawn parallel with and distant 125 feet Westerly, when measured at right angles, from the center line survey of Secondary State Highway No. 2-A, Kennydale North, which center line intersects the South line of said Government Lot 5 at a point which is approximately 492.9 feet West of the ¼ corner common to Sections 29 and 32, said Township and Range, EXCEPT that from Highway Engineer's Station 10+00 Northerly to the North line of said Government Lot 5 it shall be all that portion of said Government Lot 5 lying and being Easterly of the East/right of way line of the now existing and traveled Secondary State Highway No. 2 (old highway), and except all that portion, if any, which may have been/heretofore conveyed for highway purposes.

- -

It is further expressly understood and agreed that the State of Washington contemplates the construction of a limited access highway, facility and/or service road and street upon all or a portion of said property hereby conveyed, andthat the Grantors sell, transfer, convey and relinquish all rights of access, air, view and light including all rights of ingress, egress and regress to, from, between and across said property and said limited access highway, facility and/or service road except in the manner and upon such terms and conditions as the Department of Highways may specify.

- -

The total area of the land herein conveyed is 10.6 acres, more or less, *the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval* February 7, 1950.

The Grantors herein reserve the right to remove all improvements, including fence, water pipes and buildings, from the lands herein conveyed, assuming all liabilities to persons and/or property connected with said removal, at any time before October 15, 1951; however, after October 15, 1951, all improvements remaining upon or partially remaining upon said lands shall become the property of the State of Washington and all rights of the Grantors herein to said improvements shall then cease and terminate.

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Right of Way Engineer.

Dated this 30th *day of* August, 1951

Accepted and approved this..................day of..................

STATE OF WASHINGTON
DEPARTMENT OF HIGHWAYS,

By..................
Right of Way Engineer.

Peter C. Reilly
Ineva T. Reilly

R 200022

(Individual acknowledgment form)

STATE OF ~~WASHINGTON~~ INDIANA,
County of MARION } ss.

I, the undersigned, a notary public in and for the State of ~~*Washington*~~ Indiana, *hereby certify that on this* 30th *day of* August, 1951 *personally appeared before me* Peter C. Reilly and Ineva T. Reilly

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

Given under my hand and official seal the day and year last above written.

Janet E. Storch

Notary Public in and for the State of ~~*Washington*~~ Indiana,
County of Marion
Residing at Indianapolis, Ind.

My commission expires June 11, 1952

(Corporation acknowledgment form)

STATE OF WASHINGTON,
County of } ss.

On this ..... *day of* ..... *before me personally appeared* ..... *and* .....

to me known to be the ..... *and* .....

of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that ..... *authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.*

Given under my hand and official seal the day and year last above written.

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

WARRANTY DEED
FROM
TO
STATE OF WASHINGTON
IN
County

When recorded mail to
DEPARTMENT OF HIGHWAYS
OLYMPIA, WASH.
State Highway No.

STATE PRINTING PLANT, OLYMPIA, WASH.

R 200023

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

(b) (6), being first duly sworn on his oath deposes and says: That he is now and has been a resident of Everett, Snohomish County, State of Washington for years last past; That until this affiant married his present wife, (b) (6) he was a bachelor, and that he has lived with his present wife, said (b) (6) continuously since he married her.

That affiant further states that he never brought a divorce action against his wife and that the (b) (6) who instituted proceedings against (b) (6) under cause No. 104146 in the Superior Court of King County, Washington is not this affiant.

(b) (6)

Subscribed and sworn to before me this 22 day of March A. D. 1916.

Claude E. Stevens

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

R 200030

CLAUDE E. STEVENS
LAWYER
910 LEARY BUILDING
SEATTLE

1049140

Uxmm Nilus C.

COMPARED By C. & Y.

N

R 200031

Filed for Record at request of

Nasmyth & Stedman

MAR 23 1916

AT 5 MIN. PAST 11 A.M.

AND RECORDED IN VOL. 951

OF Deeds PAGE 131

RECORDS OF KING COUNTY, WASH.

Geo. Shepp

County Auditor.

G. A. Steele

Deputy

441

441

45

MAIL

STATE OF WASHINGTON }
COUNTY OF KING } ss

THIS IS TO CERTIFY that the within instrument of writing has been compared by me with the original thereof, and found to be a full, true and correct copy thereof.

Witness my hand and seal of the Superior Court of the State of Washington, in and for said County, this 23 day of March A. D. 1916.

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

STATE OF WASHINGTON)
COUNTY OF KING) ss

(b) (6) on his oath deposes and says that he is a physician and surgeon practicing in Seattle, Washington; That prior to July 10th, 1910 he rendered medical services for one (b) (6) to the total value of $175.00; That on or about July 10th, 1910 he assigned said claim of $175.00 against said (b) (6) to the Creditors Collection Agency, Inc., of Seattle, Washington, which subsequently sued and recovered judgment on said claim which judgment is of record in Docket 30 at page 203 in the office of the Clerk of Court of King County Washington;

That he has met and personally knows (b) (6) of Everett, Snohomish County, State of Washington, who claims to own Lot 5 Section 29, Township 24 North Range 5 East, W. M. together with tide and shore lands of the second class situated near Kennydale in King County, State of Washington; and that said (b) (6) is not the same person as said (b) (6) against whom said judgment for $175.00 is held.

(b) (6)

Subscribed and sworn to before me this 22 day of March A. D. 1916.

Claude E. Stevens

Notary Public in and for the State of Washington, residing at Seattle, Wash/

R 200032

CLAUDE E. STEVENS
LAWYER
910 LEARY BUILDING
SEATTLE

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

(b) (6) being first duly sworn on his oath deposes and says: That he is now and has been for 40 years last past a resident of Kennydale, King County, Washington. That he is a son of (b) (6) deceased, who in her life time owned and sold Lot five (5) Section twenty nine (29) township twenty four (24) North Range five (5) East W. M. together with shore lands in front of said lot and other land to (b) (6) which sale is shown by a deed executed by said (b) (6) dated December 23rd, 1908.

That further affiant says that he is not the same person as (b) (6) against whom a judgment was obtained in cause No 80638, Superior Court, King County, Washington, that there is not now and never has been a judgment rendered against this affiant in any court. (b) (6)

Subscribed and sworn to before me this 19th day of March A. D. 1916.

Claude E. Stevens

Notary Public in and for the state of Washington residing at Seattle.

R 200034

CLAUDE E. STEVENS
LAWYER
310 LEARY BUILDING
SEATTLE

COMPARED By J. & V.

104942

STATE OF WASHINGTON }
COUNTY OF KING } ss

GEORGE E. COLMAN, being first duly sworn on his oath depposes and says: That he is the and has been for depposes last past a resident of Seattle, King County, Washington. That he knew Christian E. Quiggle, deceased, who died on the 11th day of July, 1908, for five (5) months prior to the date of his death. That said deceased was the owner of the following described real estate in the City of Seattle, King County, Washington, to-wit: Lots Twenty (20) and Twenty-one (21) Block Twenty (20) Boston Land Co's Add. That said deceased died intestate in front of said lot and owner of said property. That said deceased died intestate in front of said lot and executed and delivered a certain deed to said property to Wm. J. Burnell, dated December 22nd, 1908.

That the said George E. Colman applied to the same person as George E. Colman applied when a judgment was obtained in cause No. 80888, Superior Court, King County, Washington, that there is not now and never has been a judgment rendered against this affiant in any court.

Subscribed and sworn to before me this 7th day of March A. D.

Notary Public in and for the state of Washington residing at Seattle.

FILED FOR RECORD AT REQUEST OF
MAR 23 1916
AT 53 MINUTES PAST 11 A.M.
AND RECORDED IN VOL. 951 OF
DEEDS, PAGE 132
RECORDS OF KING COUNTY, WASH.
Washington Title
G. A. Stiles

R 200035

QUIT-CLAIM DEED

STATUTORY FORM

THE GRANTORS (b) (6) [redacted] his wife

of Kennydale *in the County of* King *and State of Washington, for the consideration of* One ($1) *DOLLARS,*

in hand paid, convey and quit-claim to Peter C. Reilly, of Indianapolis, Indiana

~~*of the County of* *in the State of Washington*~~

all interest in the following described Real Estate Lot Five (5) in section twenty nine (29), township twenty four (24) North, Range five (5) East, W.M. together with all tide and shore lands of the second class owned by the parties of the first part, situated in front of, adjacent to, or abutting upon that portion of the Government Meander Line of Lake Washington, lying in front of the above described uplands, between the North and South boundary lines produced Westerly of said Lot five (5), except the Northern Pacific Railway right of way over and across said premises.

situated in the County of King, *State of Washington*

Dated this 18th *day of* March, *19* 16

(b) (6) [redacted]

Seal.

Seal.

Seal.

Seal.

STATE OF WASHINGTON, } ss.
COUNTY OF KING

I, the undersigned *a Notary Public, do hereby certify that on this* 18th *day of* March *19* 16 *personally appeared before me* (b) (6) [redacted]

to me known to be the individuals described in and who executed the within instrument, and acknowledged that they *signed and sealed the same as* their *free and voluntary act and deed, for the uses and purposes therein mentioned.*

Given under my hand and official seal this eighteenth *day of* March *A. D. 19* 16

Claud. E. Stevens

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

J. L. MACDONALD COMPANY, SEATTLE, BLANK NO. 289, STATUTORY QUIT-CLAIM DEED

R 200036

Quit = Claim Deed

STATUTORY FORM

FROM

(b) (6) et ux

To

Peter C. Reilly

Dated March 18th, 1916 191

FILED FOR RECORD AT REQUEST OF

on the _____ day of _____ 19 _____

at _____ Minutes past _____ M

and recorded in Volume _____

of _____ Page _____

Records of _____

County, Washington

County Auditor

By _____

Deputy

R 200037

RENTON, WASHINGTON

Warranty Deed from (b) (6) and wife to Peter C. Reilly, dated March 22, 1916.

Lot five (5), Section twenty nine (29), Township twenty four (24) North Range Five (5) East W. M. together with all tide and shore lands of the second class owned by the parties of the first part, situated in front of, adjacent to, or abutting upon that portion of the Government Meander Line of Lake Washington, lying in front of the above described uplands, between the North and South boundary lines produced westerly of said Lot five (5) except the Northern Pacific Railway right of way over and across said premises, containing 3.51 acres more or less, situated in the County of King, State of Washington.

WASHINGTON

Quitclaim deed from (b) (6) and wife to Peter C. Reilly, dated March 22, 1916.

All shorelands of second class of State of Washington owned by grantors, situated in front of, adjacent to or abutting upon that portion of the government meander line lying in front of Lot No. 5, Section No. 29, in Township No. 24 North of Range No. 5 East W. M., which are North of the South boundary line of said Lot 5 produced Westerly.

This deed is given to supplement a warranty deed to said Reilly by grantors conveying said Lot 5 and the shorelands abutting Lot 5 between the North and South line of said Lot 5 produced Westerly. The intention hereby being to limit the shorelands conveyed to those North of said South line of Lot 5 produced Westerly, and to include in the shorelands, if any there be, abutting said Lot 5 North of the North line of said Lot 5 produced Westerly;

King County, Washington

WASHINGTON

Warranty deed from Peter C. Reilly and wife to State of Washington, dated August 30, 1951.

All that portion of Government Lot 5, Section 29, Township 24 North, Range 5 East, W. M. (except as may be hereinafter specified) lying and being Easterly of a line drawn parallel with and distant 125 feet Westerly, when measured at right angles, from the center line survey of Secondary State Highway No. 2-A, Kennydale North, which center line intersects the South line of said Government Lot 5 at a point which is approximately 492.9 feet West of the ¼ corner common to Sections 29 and 32, said Township and Range, EXCEPT that from Highway Engineer's Station 10+00 Northerly to the North line of said Government Lot 5 it shall be all that portion of said Government Lot 5 lying and being Easterly of the East right of way line of the now existing and traveled Secondary State Highway No. 2 (old highway), and except all that portion, if any, which may have been heretofore conveyed for highway purposes.

King County, Washington.

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

(b) (6), being first duly sworn on his oath deposes and says: That he now is and has been for years last past, a resident of Everett, Snohomish County, State of Washington; That he is the owner of the following described real property situated in the County of King, State of Washington, more particularly described as follows, to wit:

"Lot 5, Section 29, township 24, North Range 5 East, W. M. together with certain tide and shore lands of the second class, situated in front of, adjacent to, or abutting upon that portion of the Government Meander Line lying in front of the above described upland.

Also all that part of Lot 1, Section 32, township 24, North Range 5 East W. M. described as follows: Commencing at the Northeast corner of said Lot 1, thence running south 1223.82 feet; thence north 62 degrees, 51 minutes west 1461.13 feet to the easterly line of the Northern Pacific Railway right of way; thence northerly along the said easterly line of said railway right of way to the north line of said lot 1; thence east along the north line of said lot 1 to the place of beginning.

Also all that part of the said lot 1 lying west of the aforesaid railway right of way and north of the southerly line produced of the first above described portion of said lot 1.

Also certain tide and shore lands of the second class, situated between the North line of lot 1 aforesaid produced westerly to deep water in Lake Washington and the following described line, to wit: Commencing at the point of intersection of the westerly line of said Northern Pacific Railway right of way with the southerly line produced of the first above described tract in said lot 1; running thence 4 degrees 56 minutes south 257 feet; thence north 62 degrees 51 minutes west to deep water in Lake Washington.

Also a right of way for public road and street purposes over a strip of land thirty feet in width off of the east end of all that portion of said lot 1, section 32 aforesaid, not included in the foregoing description, being a strip thirty feet in width, east and west, by one hundred and ten feet, more or less, in length, north and south."

That for the purpose of clearing the title to said property affiant makes this affidavit covering the several matters hereinafter contained. That he was the executor of the estate of (b) (6), deceased, having been named as executor by the will of said deceased and subsequently duly and regularly appointed by the proper court and probated said estate to a conclusion.

That affiant is familiar with a certain contract dated December 19th, 1902 and recorded in Volume 356 of deeds page 8 records of King County, Washington, executed by (b) (6) to Sumner Iron Works, a corporation, under the laws of Washington and C. J. Dumbottom of Renton, Washington as parties of the second part, wherein and whereby said parties of the second part were granted a right of way across Lots 4 and 5 Section 29 township 24 North Range 5 East W. M. and other lands for the transportation

a deed from (b) (6) as Grantor to (b) (6) as grantee for the sale of said property. That said contract and d deed remained in escrow in said bank until March 30th, 1911 when the said deed was delivered to said Wm. J. Kendall by authority of affiant as executor of the estate of said (b) (6), Deceased, and said (b) (6) filed or caused said deed to be filed on said March 30th, 1911 and said deed is now of record in Volume 777 of Deeds at page 537, records of Auditor's office King County, Washington; That said deed passed directly from said grantor, (b) (6) through said escrow to said grantee, Wm. J. Kendall.

That affiant further states that in the probate proceedings of the estate of said (b) (6), Deceased, the name of (b) (6) a minor, and the only minor in said estate who was an heir at law of said deceased appears in certain instances under the name of (b) (6) but that said (b) (6) is one and the same person as (b) (6) and is the same person for whom a Guardian Ad Litem was appointed by the Court in the said Probate proceedings on November 28th, 1910 under the name of (b) (6) (b) (6) and is the same person over whom (b) (6) her father, of Spokane Washington, was appointed and acted as general guardian.

That affiant further says, that he was the owner of five (5) certain promissory notes all dated March 30th, 1911, for the total sum of fifteen thousand ($15,000) Dollars made by (b) (6) and (b) (6) his wife, with a certain mortgage executed by the same parties to secure said notes covering said real property. That affiant owned said notes and mortgage on May 5th 1913 at the time he brought suit on said notes and started foreclosure proceedings on said mortgage.

(b) (6)

Subscribed and sworn to before me this 22nd, day of March A. D. 1916.

Claude E. Stevens

Notary Public in and for the state of Washington residing at Seattle.

COMPARED By S. & Y.

Filed for Record at request of
Nashington Stockman
MAR 23 1916
54 MIN. PAST 11 A.M.
AND RECORDED IN VOL. 927
OF Deeds PAGE 537
RECORDS OF KING COUNTY, WASH.

County Auditor.

By Geo. Stiles
Deputy

441
~~1227~~
~~441~~
~~724~~

WASHINGTON TITLE INSURANCE COMPANY

CAPITAL $1,350,000

803 SECOND AVENUE

SEATTLE 4, WASHINGTON

MAIN 1534

RALPH H. FOSTER
PRESIDENT

March
25
1 9 5 3

F. Bartow Fite, Jr., Esq
White-Henry-Stuart Building
Seattle, Washington

Re: Estate of Peter C. Reilly
(Republic Creosoting Company)

Dear Bartow:

While we have not made a detailed examination of the title, we are convinced that the lands, deeded to Peter C. Reilly, upon which the plant of Republic Creosoting Company is located, may be sufficiently described as follows:

> Government Lot 5, Section 29, Township 24 North, Range 5 East, W.M., TOGETHER with seconded class shore lands adjoining, EXCEPT right of way of Northern Pacific Railway Company, and EXCEPT county roads and state highways, King County, State of Washington

Bartow

You left with us yesterday a letter to you from George A. Reilly, dated March 23, 1953, which letter is returned to you herewith.

The instruments referred to in said letter as Documents 1049144 and 1049145, are the deeds by which Peter C. Reilly acquired title to the above described property

The credit of $335.24 as of March 25, 1918, referred to in said letter, appears to be in connection with a deed from Peter C. Reilly to the County of King, dated January 29, 1918, recorded in volume 901 of deeds, page 422, under auditor's file No. 1194745, records of King County, Washington, which deed recites a consideration in that amount and establishes a public road over the south 30 feet of that portion of said Lot 5 lying easterly of the Lund Road.

1918

We are unable to fully account for the credit of $331.40 as of February 11, 1920, other than to note that by decree entered December 31, 1919, there was appropriated by King County a right of way for a public road over a strip of land 60 feet in width lying southeasterly of and adjacent to the Northern Pacific Railway right of way through said Lot 5, but the compensation allowed by the decree for said appropriation was the sum of $256. Gross difference maybe interest & court costs.

1920

The sale of a strip of land for $36.80 as of December 31, 1942, is reflected by deed from Peter C. Reilly and wife to the State of Washington, dated January 26, 1942, recorded in volume 2038 of deeds, page 670, under auditor's file No. 3229177, by which there

1942

R 200123

F. Bartow Fite, Jr.
Second Sheet

March 25, 1953
Re: Estate of Peter C. Reilly
(Republic Creosoting Company)

was conveyed a strip of land through said Government Lot 5 as a part of Secondary State Highway No. 2-A.

The sale of a part of the plant site to the State of Washington for $6005 made in 1951, is, no doubt, reflected by a deed bearing that date from Peter C. Reilly and wife to the State of Washington, recorded October 16, 1951, as document #4178247, by which there was conveyed, for the construction of a limited access highway, a strip of land through said Government Lot 5.

We enclose print of a map prepared by Kroll Map Company which shows the location of the property, the right of way of the Northern Pacific Railway Company, and all of the roads and highways which appear to have been conveyed or condemned, with the exception of said last mentioned deed to the State of Washington for limited access highway. There does not appear to be available in Seattle any map showing the location of said limited access highway and there is not sufficient time to enable us to procure from the State Highway Department, in Olympia, a map showing the location of said limited access highway, it being our understanding that Mr. Reilly is working against a deadline. It appears to us, however, that the limited access highway branches off from Secondary State Highway No. 2-A, in said Government Lot 5, and extends southerly through that portion thereof lying between said Secondary State Highway No. 2-A and 108th Avenue S.E.

We sincerely hope, and we believe, that this letter will, by reference to the enclosed map, give Mr. Reilly the information which he presently needs.

Very sincerely

Raepas Hoster

President

Enclosure
RHF-MM

STATE OF ILLINOIS }
COUNTY OF COOK } SS

AFFIDAVIT

I, GEORGE A. REILLY, of Winnetka, Illinois, being sworn upon my oath, do hereby depose and say that:

1. I am a son and heir of PETER C. REILLY, who prior to his death owned certain real property in or near Renton, County of King, and State of Washington.

2. Said PETER C. REILLY died intestate on January 4, 1952 while domiciled and resident in the City of Indianapolis, County of Marion and State of Indiana.

3. Said PETER C. REILLY was married only once and then to INEVA T. REILLY, who is now living and one of his heirs.

4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and the affiant, GEORGE A. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY.

6. The said INEVA T. REILLY, INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY are the sole and only heirs at law of said PETER C. REILLY.

George A. Reilly
George A. Reilly

.cs 1&1&5cc 12/5/56

STATE OF ILLINOIS }
COUNTY OF COOK } SS

AFFIDAVIT

I, GEORGE A. REILLY, of Winnetka, Illinois, being sworn upon my oath, do hereby depose and say that:

1. I am a son and heir of PETER C. REILLY, who prior to his death owned certain real property in or near Renton, County of King, and State of Washington.

2. Said PETER C. REILLY died intestate on January 4, 1952 while domiciled and resident in the City of Indianapolis, County of Marion and State of Indiana.

3. Said PETER C. REILLY was married only once and then to INEVA T. REILLY, who is now living and one of his heirs.

4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and the affiant, GEORGE A. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY.

6. The said INEVA T. REILLY, INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY are the sole and only heirs at law of said PETER C. REILLY.

S/ George A. Reilly
George A. Reilly

STATE OF ILLINOIS }
COUNTY OF COOK } SS

AFFIDAVIT

I, GEORGE A. REILLY, of Winnetka, Illinois, being sworn upon my oath, do hereby depose and say that:

1. I am a son and heir of PETER C. REILLY, who prior to his death owned certain real property in or near Renton, County of King, and State of Washington.

2. Said PETER C. REILLY died intestate on January 4, 1952 while domiciled and resident in the City of Indianapolis, County of Marion and State of Indiana.

3. Said PETER C. REILLY was married only once and then to INEVA T. REILLY, who is now living and one of his heirs.

4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and the affiant, GEORGE A. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY.

6. The said INEVA T. REILLY, INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY are the sole and only heirs at law of said PETER C. REILLY.

George A. Reilly

STATE OF ILLINOIS }
COUNTY OF COOK } SS

AFFIDAVIT

I, GEORGE A. REILLY, of Winnetka, Illinois, being sworn upon my oath, do hereby depose and say that:

1. I am a son and heir of PETER C. REILLY, who prior to his death owned certain real property in or near Renton, County of King, and State of Washington.

2. Said PETER C. REILLY died intestate on January 4, 1952 while domiciled and resident in the City of Indianapolis, County of Marion and State of Indiana.

3. Said PETER C. REILLY was married only once and then to INEVA T. REILLY, who is now living and one of his heirs.

4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and the affiant, GEORGE A. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY.

6. The said INEVA T. REILLY, INEVA R. BALDWIN, PETER C. REILLY, JR., THOMAS E. REILLY and GEORGE A. REILLY are the sole and only heirs at law of said PETER C. REILLY.

George A. Reilly

STATE OF INDIANA)
COUNTY OF MARION) SS

AFFIDAVIT

I, INEVA T. REILLY, of Indianapolis, Indiana, being sworn upon my oath, do hereby depose and say that:

1. I am the widow and an heir of PETER C. REILLY, who prior to his death owned certain real property in or near Renton, County of King, and State of Washington.

2. Said PETER C. REILLY died intestate on January 4, 1952 while domiciled and resident in the City of Indianapolis, County of Marion and State of Indiana.

3. Said PETER C. REILLY was married only once and then to the affiant, INEVA T. REILLY.

4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY, and THOMAS E. REILLY.

6. The affiant, INEVA T. REILLY and said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY are the sole and only heirs at law of said PETER C. REILLY.

Ineva T. Reilly

STATE OF INDIANA)
COUNTY OF MARION) SS

AFFIDAVIT

I, INEVA T. REILLY, of Indianapolis, Indiana, being sworn upon my oath, do hereby depose and say that:

1. I am the widow and an heir of PETER C. REILLY, who prior to his death owned certain real property in or near Renton, County of King, and State of Washington.

2. Said PETER C. REILLY died intestate on January 4, 1952 while domiciled and resident in the City of Indianapolis, County of Marion and State of Indiana.

3. Said PETER C. REILLY was married only once and then to the affiant, INEVA T. REILLY.

4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY, and THOMAS E. REILLY.

6. The affiant, INEVA T. REILLY and said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY are the sole and only heirs at law of said PETER C. REILLY.

Ineva T. Reilly

STATE OF INDIANA)
COUNTY OF MARION) SS

AFFIDAVIT

I, INEVA T. REILLY, of Indianapolis, Indiana, being sworn upon my oath, do hereby depose and say that:

1. I am the widow and an heir of PETER C. REILLY, who prior to his death owned certain real property in or near Renton, County of King, and State of Washington.

2. Said PETER C. REILLY died intestate on January 4, 1952 while domiciled and resident in the City of Indianapolis, County of Marion and State of Indiana.

3. Said PETER C. REILLY was married only once and then to the affiant, INEVA T. REILLY.

4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY, and THOMAS E. REILLY.

6. The affiant, INEVA T. REILLY and said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY are the sole and only heirs at law of said PETER C. REILLY.

Ineva T. Reilly

STATE OF INDIANA }
COUNTY OF MARION } SS

AFFIDAVIT

I, INEVA T. REILLY, of Indianapolis, Indiana, being sworn upon my oath, do hereby depose and say that:

1. I am the widow and an heir of PETER C. REILLY, who prior to his death owned certain real property in or near Renton, County of King, and State of Washington.

2. Said PETER C. REILLY died intestate on January 4, 1952 while domiciled and resident in the City of Indianapolis, County of Marion and State of Indiana.

3. Said PETER C. REILLY was married only once and then to the affiant, INEVA T. REILLY.

4. There were born of that marriage five children: INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY, who are all now living and heirs of said PETER C. REILLY; and SARAH A. REILLY, who predeceased the said decedent without leaving any descendants her surviving.

5. Said PETER C. REILLY left surviving him no child and no descendant of a deceased child other than the said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY, and THOMAS E. REILLY.

6. The affiant, INEVA T. REILLY and said INEVA R. BALDWIN, PETER C. REILLY, JR., GEORGE A. REILLY and THOMAS E. REILLY are the sole and only heirs at law of said PETER C. REILLY.

Ineva T. Reilly

H.F. No. 14. S F No. 3005 1937 5M 4-17-37 9919

In the Matter of Secondary State Highway No. 2,A,Kennydale to Bellevue,Sec.2

KNOW ALL MEN BY THESE PRESENTS, That Peter C. Reilly

and Ineva T.Reilly his wife, of the County of Marion in the State of ~~Washington~~ Indiana, in consideration of the benefits and other valuable considerations, and the sum of ~~Twenty-five ($25.00)~~ Thirty-six 80/100 $36.80 Dollars, in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presnts do grant, bargain, sell and convey unto the State of Washington, the following described parcel of land situated in King County, in the State of Washington, to-wit:

A strip of land _____ feet wide (except as may be hereinafter specified), being _____ feet wide on the _____ side and _____ feet wide on the _____ side of the center line of said highway as surveyed over and across All that portion of Government Lot 5, Section 29, Township 24 North, Range 5 East W.M. lying southwesterly of a line drawn parallel to and 50 feet distant north easterly of the center line of said Secondary State Highway No. 2-A as surveyed over and across said Lot from Highway Engineers Survey Station 10+00 to the North line thereof EXCEPTING therefrom existing Highway

The specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval August 5th, 1941

TO HAVE AND TO HOLD the same, unto the State of Washington forever.

It is understood and agreed that the delivery of this deed is hereby tendered and such tender kept good until revoked but that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Right of Way Engineer.

Dated this 26 day of January, 19 42

Accepted and approved this _____ day of _____, 19__

STATE OF WASHINGTON, (s) Peter C.Reilly

Department of Highways, (s) Ineva T.Reilly

By _____
Right of Way Engineer

R 200030

STATE OF ~~WASHINGTON~~ Indiana)
)ss
COUNTY OF Marion

I, the undersigned, a Notary Public in and for the State of ~~Washington~~ Indiana, do hereby certify that on this 26th day of January, A.D. 19 42, personally appeared before me Peter C.Reilly and Ineva T.Reilly to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the purposes therein mentioned.

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

(s) Janet E.Storch Notary Public
in and for the State of ~~Washington~~ Indiana
Residing at Indianapolis, Indiana

My Commission expires June 11, 1944

DEED

From

To

STATE OF WASHINGTON

STATE OF WASHINGTON,)
)ss
COUNTY OF

This is to certify that this instrument was filed for record in the office of the Auditor of _____ County at the request of DEPARTMENT OF HIGHWAYS, Olympia, Wash., this _____ day of _____, 19 ____, ____ o'clock ____ M., and recorded in Vol. ____, Page ____

County Auditor.

By _____ Deputy

When recorded mail to
DEPARTMENT OF HIGHWAYS
Olympia, Wash.

State Highway No.

State Printing Plant, Olympia Wash

R 200031

H.F. No. 14. S F No. 3005 1937 5M 4-17 37 9919

In the Matter of Secondary State Highway No. 2,A,Kennydale to Bellevue,Sec.2

KNOW ALL MEN BY THESE PRESENTS, That Peter C. Reilly

and Ineva T.Reilly his wife, of the County of Marion
in the State of ~~Washington~~ Indiana, in consideration of the benefits and other valuable considerations, and the sum of ~~Twenty-five($25.00)~~ Thirty-six 80/100 $36.80 Dollars,

in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presnts do grant, bargain, sell and convey unto the State of Washington, the following described parcel of land situated in King County, in the State of Washington, to-wit:

A strip of land _____ feet wide (except as may be hereinafter specified), being _____ feet wide on the _____ side and _____ feet wide on the _____ side of the center line of said highway as surveyed over and across All that portion of Government Lot 5, Section 29, Township 24 North, Range 5 East W.M. lying southwesterly of a line drawn parallel to and 50 feet distant north easterly of the center line of said Secondary State Highway No. 2-A as surveyed over and across said Lot from Highway Engineers Survey Station 10+00 to the North line thereof EXCEPTING therefrom existing Highway

The specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval August 5th, 1941

TO HAVE AND TO HOLD the same, unto the State of Washington forever.

It is understood and agreed that the delivery of this deed is hereby tendered and such tender kept good until revoked but that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Right of Way Engineer.

Dated this 26 day of January, 19 42

Accepted and approved this _____ day of _____, 19__

STATE OF WASHINGTON, (s) Peter C.Reilly

Department of Highways, (s) Ineva T.Reilly

By _____
Right of Way Engineer

R 200032

STATE OF ~~WASHINGTON~~ Indiana)
)ss
COUNTY OF Marion

I, the undersigned, a Notary Public in and for the State of ~~Washington~~ Indiana, do hereby certify that on this 26th day of January, A.D. 19 42, personally appeared before me Peter C.Reilly and Ineva T.Reilly to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the purposes therein mentioned.

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

(s) Janet E.Storch Notary Public
in and for the State of ~~Washington~~ Indiana
Residing at Indianapolis, Indiana
My Commission expires June 11, 1944

DEED
From
To
STATE OF WASHINGTON

STATE OF WASHINGTON,)
)ss
COUNTY OF

This is to certify that this instrument was filed for record in the office of the Auditor of County at the request of DEPARTMENT OF HIGHWAYS, Olympia, Wash.,
on this day of , 19 , o'clock M., and recorded in Vol. , Deeds page

County Auditor.
By Deputy

When recorded mail to
DEPARTMENT OF HIGHWAYS
Olympia, Wash.

State Highway No.

State Printing Plant.Olympia Wash

R 200033

THIS INDENTURE, Made this 25th day of October, 1956, between INEVA T. REILLY, a widow, of Indianapolis, Indiana, INEVA R. BALDWIN and IRA L. BALDWIN, her husband, of Madison, Wisconsin, PETER C. REILLY JR. and JEANETTE P. REILLY, his wife, of Indianapolis, Indiana, GEORGE A. REILLY and ELIZABETH B. REILLY, his wife, of Winnetka, Illinois, and THOMAS E. REILLY and JANE D. REILLY, his wife, of Indianapolis, Indiana, Grantors, and REPUBLIC CREOSOTING COMPANY, an Indiana corporation, Grantee;

WITNESSETH: That the Grantors, for and in consideration of the sum of TWENTY THOUSAND DOLLARS ($20,000.00), and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, do hereby convey and quitclaim to the Grantee, its successors and assigns forever, all their interest in the following described real estate situated in the County of King, State of Washington, to wit:

> Government Lot Five (5), Section Twenty-Nine (29), Township Twenty-Four (24) North Range Five (5) East W.M. together with tide and shore lands of the second class situated in front of, adjacent to, or abutting upon that portion of the Government Meander Line of Lake Washington, lying in front of the above described uplands North of the South Boundary line produced westerly of said Lot Five (5) except the right of way of the Northern Pacific Railway Company and except county roads and state highways, all in the County of King, State of Washington;

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantors have hereunto set

their hands and seals the day and year first above written.

Revenue Stamps in amount of $22.00 affixed

S/ Ineva T. Reilly (SEAL)
Ineva T. Reilly

S/ Ineva R. Baldwin (SEAL)
Ineva R. Baldwin

S/ Ira L. Baldwin (SEAL)
Ira L. Baldwin

S/ Peter C. Reilly Jr. (SEAL)
Peter C. Reilly Jr.

S/ Jeanette P. Reilly (SEAL)
Jeanette P. Reilly

S/ George A. Reilly (SEAL)
George A. Reilly

S/ Elizabeth B. Reilly (SEAL)
Elizabeth B. Reilly

S/ Thomas E. Reilly (SEAL)
Thomas E. Reilly

S/ Jane D. Reilly (SEAL)
Jane D. Reilly

SALES TAX LIEN
PAID
Dec 21 1956
A. A. TREMPER
King County Treasurer

By /s/ L. KELSO Deputy

Reg. # E 244996

STATE OF INDIANA }
} SS
COUNTY OF MARION }

On this day personally appeared before me INEVA T. REILLY, a widow, to me known to be the individual described in, and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 23 day of November, 1956.

S/ Robert J. Weckler

STATE OF Wisconsin
COUNTY OF Dane } SS

On this day personally appeared before me INEVA R. BALDWIN and IRA L. BALDWIN, her husband, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 25th day of October, 1956.

Notarial Seal

S/ Lucille A. Dietrich
Notary Public in and for the State of Wisconsin, County of Dane.
My Commission Expires August 10, 1958
Residing at Madison, Wisconsin.

STATE OF INDIANA
COUNTY OF MARION } SS

On this day personally appeared before me PETER C. REILLY JR. and JEANETTE P. REILLY, his wife, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 23 day of November, 1956.

Notarial Seal

S/ Robert J. Wechsler
Notary Public in and for the State of Indiana, County of Marion.
My Commission Expires May 11, 1960
Residing at Indianapolis, Indiana.

STATE OF ILLINOIS }
COUNTY OF COOK } SS

On this day personally appeared before me GEORGE A. REILLY and ELIZABETH B. REILLY, his wife, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 3rd day of December, 1956.

S/ Joseph A. Dubbs
Notary Public in and for the State of Illinois, County of Cook.
My Commission Expires Feb 19, 1959
Residing at Hinsdale, Illinois.

Joseph A Dubbs notarial seal

STATE OF INDIANA }
COUNTY OF MARION } SS

On this day personally appeared before me THOMAS E. REILLY and JANE D. REILLY, his wife, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 23 day of November, 1956.

S/ Robert J. Wechsler
Notary Public in and for the State of Indiana, County of Marion.
My Commission Expires May 11, 1960
Residing at Indianapolis, Indiana.

Notarial Seal

RECORDED Deeds
VOL .....3639..... OF
PAGE.....249.....REQUEST OF

1956 DEC 24 AM 8:30

ROBERT A. MORRIS AUDITOR
King County, Wash.
c/s/ M.J.R. Williams, DEPUTY

FILED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
803 SECOND AVE.
SEATTLE 4, WASHINGTON

4758660

R 200062

THIS INDENTURE, Made this 25th day of October, 1956, between INEVA T. REILLY, a widow, of Indianapolis, Indiana, INEVA R. BALDWIN and IRA L. BALDWIN, her husband, of Madison, Wisconsin, PETER C. REILLY JR. and JEANETTE P. REILLY, his wife, of Indianapolis, Indiana, GEORGE A. REILLY and ELIZABETH B. REILLY, his wife, of Winnetka, Illinois, and THOMAS E. REILLY and JANE D. REILLY, his wife, of Indianapolis, Indiana, Grantors, and REPUBLIC CREOSOTING COMPANY, an Indiana corporation, Grantee;

WITNESSETH: That the Grantors, for and in consideration of the sum of TWENTY THOUSAND DOLLARS ($20,000.00), and other good and valuable consideration, in hand paid, the receipt whereof is hereby acknowledged, do hereby convey and quitclaim to the Grantee, its successors and assigns forever, all their interest in the following described real estate situated in the County of King, State of Washington, to wit:

> Government Lot Five (5), Section Twenty-Nine (29), Township Twenty-Four (24) North Range Five (5) East W.M. together with tide and shore lands of the second class situated in front of, adjacent to, or abutting upon that portion of the Government Meander Line of Lake Washington, lying in front of the above described uplands North of the South Boundary line produced westerly of said Lot Five (5) except the right of way of the Northern Pacific Railway Company and except county roads and state highways, all in the County of King, State of Washington;

TO HAVE AND TO HOLD THE SAME, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantors have hereunto set

their hands and seals the day and year first above written.

(REVENUE
STAMPS
IN AMOUNT
OF $22.00
AFFIXED.)

/s/ INEVA T. REILLY (SEAL)
Ineva T. Reilly

/s/ INEVA R. BALDWIN (SEAL)
Ineva R. Baldwin

/s/ IRA L. BALDWIN (SEAL)
Ira L. Baldwin

/s/ PETER C. REILLY Jr. (SEAL)
Peter C. Reilly Jr.

/s/ JEANETTE P. REILLY (SEAL)
Jeanette P. Reilly

SALES TAX LIEN
PAID
Dec 21 1956
A. A. TREMPER
King County Treasurer

By /s/ L. KELSO Deputy

Reg.#E 244996

/s/ GEORGE A. REILLY (SEAL)
George A. Reilly

/s/ ELIZABETH B. REILLY (SEAL)
Elizabeth B. Reilly

/s/ THOMAS E. REILLY (SEAL)
Thomas E. Reilly

/s/ JANE D. REILLY (SEAL)
Jane D. Reilly

STATE OF INDIANA }
COUNTY OF MARION } SS

On this day personally appeared before me INEVA T. REILLY, a widow, to me known to be the individual described in, and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 23 day of November, 1956.

/s/ Robert J. Wechsler
Notary Public in and for the State of Indiana, County of Marion.

(NOTARIAL SEAL)

My Commission Expires May 11, 1960

STATE OF WISCONSIN }
COUNTY OF DANE } SS

On this day personally appeared before me INEVA R. BALDWIN and IRA L. BALDWIN, her husband, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 25th day of October, 1956.

(NOTARIAL SEAL)

/s/ LUCILLE A. DIETRICH
Notary Public in and for the State of Wisconsin, County of Dane.

My Commission Expires August 10, 1958
Residing at Madison, Wisconsin.

STATE OF INDIANA }
COUNTY OF MARION } SS

On this day personally appeared before me PETER C. REILLY JR. and JEANETTE P. REILLY, his wife, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 23 day of November, 1956.

(NOTARIAL SEAL)

/s/ ROBERT J. WECHSLER
Notary Public in and for the State of Indiana, County of Marion.

My Commission Expires May 11, 1960
Residing at Indianapolis, Indiana.

STATE OF ILLINOIS }
COUNTY OF COOK } SS

On this day personally appeared before me GEORGE A. REILLY and ELIZABETH B. REILLY, his wife, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 3rd day of December, 1956.

/s/ JOSEPH A. DUBBS
Notary Public in and for the State of Illinois, County of Cook.

(NOTARIAL SEAL)

My Commission Expires Feb. 19, 1959
Residing at Hinsdale, Illinois.

STATE OF INDIANA }
COUNTY OF MARION } SS

On this day personally appeared before me THOMAS E. REILLY and JANE D. REILLY, his wife, to me known to be the individuals described in, and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 23 day of November, 1956.

/s/ ROBERT J. WECHSLER
Notary Public in and for the State of Indiana, County of Marion.

(NOTARIAL SEAL)

My Commission Expires May 11, 1960
Residing at Indianapolis, Indiana.

Filed for Record Dec. 24 1956 8:30 A.M.
Request of Seattle Title Company

4758660

RECORDED Deeds
VOL.....3639 ..... OF
PAGE.....249....REQUEST OF

1956 DEC 24 AM 8 30

ROBERT A. MORRIS AUDITOR
King County, Wash.
/s/ M.J.R. Williams, DEPUTY

FILED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
803 SECOND AVE.
SEATTLE 4, WASHINGTON

R 200067

THE INDIANA NATIONAL BANK
OF INDIANAPOLIS
INDIANAPOLIS 9, INDIANA

TRUST DEPARTMENT

Mr. George A. Reilly
MacLeish, Spray, Price & Underwood
134 South LaSalle Street
Chicago 3, Illinois

July 1st 1957

Dear George:

Enclosed you will find the original and one copy of the United States Certificate Releasing Estate Tax Lien on the Republic Creosoting Company plant site at Renton, Washington.

We were a little reluctant at first to write and ask for this release because for the past several months, Mr. Saber has been insisting that we include in our request the name of the prospective purchaser and the purchase price of the real estate. However, he did not do so in this case.

Please let me know if there is anything further that I can do.

Sincerely yours,

John H. Kealing

John H. Kealing
Assistant Trust Officer

JHK-cb
Enclosures

R 200073

Form 792
U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
(Rev. Aug. 1950)

UNITED STATES CERTIFICATE RELEASING ESTATE TAX LIEN

District of Indianapolis Date of death January 4, 1952

Estate of Peter C. Reilly

Residence at time of death 3134 N. Meridian Street, Indianapolis, Indiana

By direction of the Commissioner of Internal Revenue, and in accordance with the provisions of the laws applicable to the collection of internal revenue, I do hereby certify that the estate tax with respect to the above-named estate, has been fully discharged or duly provided for, wherefore and by reason whereof, I do hereby issue this certificate releasing the lien of the United States imposed by Section 6324 of the Internal Revenue Code of 1954 on the following described property:

Land, but not improvements, containing approximately 46.3 acres and comprising the plant site of Republic Creosoting Company at Renton, County of King, State of Washington, described as follows:

*

Government Lot five (5), Section twenty nine (29), Township twenty four (24) North Range Five (5) East W. M. together with tide and shore lands of the second class situated in front of, adjacent to, or abuting upon that portion of the Government Meander Line of Lake Washington, lying in front of the above described uplands, except the Northern Pacific Railway right of way over and across said premises, situated in the County of King, State of Washington;

*

Excepting also, all that portion of Government Lot 5, Section 29, Township 24 North, Range 5 East, W. M. (except as may be hereinafter specified) lying and being Easterly of a line drawn parallel with and distant 125 feet Westerly, when measured at right angles, from the center line survey of Secondary State Highway No. 2-A, Kennydale North, which center line intersects the South line of said Government Lot 5 at a point which is approximately 492.9 feet west of the $\frac{1}{4}$ corner common to Sections 29 and 32, said Township and Range, except that from Highway Engineer's Station 10 + 00 Northerly to the North line of said Government Lot 5 it shall be all that portion of said Government Lot 5 lying and being Easterly of the East right of way line of the now existing and traveled Secondary Highway No. 2 (old highway); and excepting county roads and state highways.

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Sterling M. Dietrich
District Director of Internal Revenue

Date June 28, 1957

U. S. GOVERNMENT PRINTING OFFICE: 1954—O-315643

WASHINGTON TITLE INSURANCE COMPANY

803 SECOND AVENUE

MAIN 1533

SEATTLE 4, WASHINGTON

REFER TO B-530325
Unit 10

Bayley, Fite, Westberg and Madden
Henry Building
Seattle 1, Washington

This is a report as of January 24, 1957 at 8 a.m. for a

$25,000.00 purchaser's policy, standard form, insuring
J H. Baxter & Co., a California corporation,

covering the following property:

That portion of Government lot 5, section 29, township 24 north, range 5 east, W.M., in King County, Washington, and adjacent shore lands of the second class in front thereof lying westerly of the Northern Pacific Railway Company's right of way and lying northeasterly of the following described line:
Beginning at the quarter corner on the south line of said section 29; thence north 89°58'36" west along the south line of said lot 5, a distance of 1113.01 feet to the westerly line of said Northern Pacific Railway Company's right of way; thence north 29°44'54" east, along said right of way line, 949.63 feet to an iron pipe which point is the true point of beginning of the line described herein; thence north 59°24'36" west 525.00 feet to an iron pipe; thence continuing north 59°24'36" west 488.23 feet, more or less, to the Inner Harbor Line of Lake Washington, EXCEPT that portion of said shorelands lying northerly of the northerly line of said lot 5 produced westerly.

Title is vested in REPUBLIC CREOSOTING COMPANY, an Indiana corporation.

Subject to:

1. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.

2. Service, installation or construction charges for sewer, water or electricity.

3. By deed dated January 26, 1942, recorded under auditor's file No. 3229177, Peter C. Reilly, then the owner of said premises and his wife, Ineva T. Reilly, conveyed to the State of Washington all that portion of said Government lot 5, lying northwesterly of a line drawn parallel to and 50 feet distant southeasterly of the center line of Secondary State Highway No. 2-A as surveyed over and across said lot from Highway Engineer's Survey Station 10400 to the north line thereof, excepting therefrom existing highway.
Highway maps indicate that said deed was intended to be limited to the area lying southeasterly of the right of way of Northern Pacific Railway Company but on the record said deed appears to include a triangular portion of said Government lot 5, lying northwesterly of said right of way.
J. Arnold Cobley, Chief Right of Way Agent of the State of Washington has agreed to process a deed from the State of Washington quit-claiming the portion of said premises which was inadvertently included in its deed.

4. Title as vested is claimed under deed from the widow and lineal descendents of Peter C. Reilly, Deceased, dated October 25, 1956, recorded under auditor's file No. 4758660, without probate of the estate of said decedent in the State of Washington. We deem the proofs submitted to us sufficient to justify us in insuring title under the said deed upon satisfactory showing to us that said property has been discharged from the lien of federal estate tax upon the estate of said decedent.

5. By instrument dated November 17, 1947, recorded under auditor's file No. 3750407, Republic Creosoting Company leased to Kennydale Shipyards Company, a Washington corporation, a portion of said Government lot 5 and of said shore lands other than that described in the caption of this report. Said instrument discloses a prior lease between said parties dated April 1, 1946, which lease appears never to have been recorded. We are therefor unable to determine from the records whether said prior lease embraces any of the property described in said caption.

NOTE: General taxes for 1957, in the sum of $29.63 on said premises, being Tax No. 2, are payable February 15, 1957.

This report shall have no force or effect except as a basis for the policy applied for.

Henry O. Dresser
Assistant Secretary

PREMIUM:
$290.00
RHF:kme

P.S. Map of survey by H. W. Rutherford is returned herewith.

QUITCLAIM DEED

IN THE MATTER OF Secondary State Highway No. 2-A, Kennydale to Bellevue, Sec. 2.

The STATE OF WASHINGTON, in the public interest and to clarify the records, hereby conveys and quitclaims unto the OWNER or OWNERS OF RECORD, all its right, title and interest in and to the following described real estate situated in King County, State of Washington:

> That portion of Government Lot 5, Section 29, Township 24 North, Range 5 East, W.M., lying northwesterly of the southeasterly right of way line of the Northern Pacific Railway and northeasterly of a line projected northwesterly at right angles from Highway Engineer's Station 10+00 on the center line of Secondary State Highway No. 2-A, Kennydale to Bellevue, Section 2, the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval August 5, 1941.

This deed is tendered for the express purpose of relinquishing any interests that may be vested in the State of Washington by reason of a deed to the State of Washington dated January 26, 1942, recorded March 24, 1942, in Volume 2038 of Deeds at page 670, under Auditor's Fee No. 3229177, records of said county.

The lands described herein are not required for State highway purposes and are conveyed pursuant to the provisions of Chapter 384, Laws of 1955.

DATED at Olympia, Washington, this 11th day of March, 1957.

STATE OF WASHINGTON

By: Albert D. Rosellini
Governor

APPROVED AS TO FORM:

By: Edward E. Nevins
Assistant Attorney General

ATTEST:

By: Victor G. Meyers
Secretary of State

4779664

QUITCLAIM DEED

from

E STATE OF WASHINGTON

to

ER or OWNERS OF RECORD

in

KING COUNTY

RECORDED
VOL 3660 OF
PAGE 211 REQUEST OF Deeds

1957 MAR 15 AM 11 24

ROBERT A. MORRIS AUDITOR
KING COUNTY WASH

FILED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
803 SECOND AVE.
SEATTLE 4, WASHINGTON

125

Mail TO

H 2-A, Kennydale to Bellevue,

CALL AND WAIVER OF NOTICE
OF A SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF
REPUBLIC CREOSOTING COMPANY

We, the undersigned, being all of the Directors of the Republic Creosoting Company, an Indiana corporation, call a Special Meeting of said Board of Directors, waive all notice thereof, whether provided by statute or otherwise, and consent and agree that such Special Meeting of the Board of Directors shall be held at the principal office of the Company, 1615 Merchants Bank Building, Indianapolis, Indiana, on the 2nd day of September 1958 at the hour of 10:00 A.M. for the purpose of transacting the sale of a portion of the Renton plant property.

Dated September 2, 1958

_____

_____

_____

MINUTES OF SPECIAL MEETING OF THE

BOARD OF DIRECTORS OF

REPUBLIC CREOSOTING COMPANY

A Special Meeting of the Board of Directors of the Republic Creosoting Company was held at the principal office of the Company, 1615 Merchants Bank Building, Indianapolis, Indiana, on September 2, 1958 at the hour of 10:00 A.M. pursuant to call and waiver of notice by all of the Directors of the Company.

All the Directors of the Company were present, being:

Carleton B. Edwards
Thomas E. Reilly
Robert J. Wechsler

On motion duly made, seconded and unanimously carried, Carleton B. Edwards was chosen as Chairman of the meeting and Robert J. Wechsler was chosen as Secretary of the meeting.

The meeting was advised that over a period of time negotiations have been under way between representatives of REPUBLIC CREOSOTING COMPANY, herein called "Republic", and J. H. BAXTER & CO., herein called "Baxter", for the sale by Republic to Baxter of a portion of the property owned by Republic at its plant near Renton, Washington, and that negotiations have finally become crystallized in that if this Board approves, Republic is deeding by warranty deed a piece of property generally described as a triangular strip on the north side of Republic's property there and quit claiming any rights Republic might have, if any, in any second-class shorelands that may lie northr

of the north line of lot 5 produced westerly as described in quit-claim deed presented to this meeting and entering into with Baxter a Supplementary Agreement relative to the use of a portion of the harbor area around the north end of Republic's dock, all for a consideration to be paid to Republic by Baxter of Twenty-Six Thousand Ninety-four and 58/100 Dollars ($26,094.58) with Republic paying title insurance charges, stamp taxes and other incidental costs. The proposed documents to carry out this program were presented to the meeting. After some discussion of the above, on motion duly made, seconded and unanimously carried, the following resolution was adopted:

> RESOLVED, that in consideration of the sum of Twenty-Six Thousand Ninety-four and 58/100 Dollars ($26,094.58) paid by J. H. Baxter & Co., a California corporation, (herein called "Baxter"), to Republic Creosoting Company, an Indiana corporation, (herein called "Republic"), and the entering into of that certain Supplementary Agreement between Baxter and Republic as presented to this meeting, Republic, through its proper officers, to-wit: its Presdient and Secretary, deed by warranty deed to Baxter the following described real estate situate in the County of King, State of Washington, to-wit:
>
> That portion of Government lot 5, section 29, township 24 north, range 5 east, W.M., and adjacent shore lands of the second class in front thereof lying westerly of the Northern Pacific Railway Company's right of way and lying northeasterly of the following described line:
> Beginning at the quarter corner on the south line of said section 29; thence north 89°58'36" west along the south line of said lot 5, a distance of 1113.01 feet to the westerly line of said Northern Pacific Railway Company's right of way; thence north 29°44'54" east, along said right of way line, 949.63 feet to an iron pipe which point is the true point of beginning of the line described herein; thence north 59°24'36" west 525.00 feet to an iron pipe; thence continuing north 59°24'36" west 488.23 feet, more or less, to the Inner Harbor Line of Lake Washington,
> EXCEPT portion thereof described as follows: Beginning at the true point of beginning of the line described herein; thence north 59°24'36" west 50 feet; thence northeasterly to a point on said westerly line of

said Northern Pacific Railway Company's right of way distant North 29°44'54" east 100 feet from said true point of beginning; thence south 29°44'54" west to said true point of beginning, and

EXCEPT that portion of said shorelands lying northerly of the northerly line of said lot 5 produced westerly,

and

BE IT FURTHER RESOLVED, that Republic, for nominal consideration, through its proper officers, to-wit: its President and Secretary, quitclaim to Baxter the following described property, if any, situate in the County of King, State of Washington, to-wit:

That portion of the second-class shore lands, if any, in front of Government Lot 5, Section 29, Township 24 north, range 5 east, W.M., which lie northerly of the northerly line of said lot 5 produced westerly.

There being no further business to come before the meeting, on motion duly made, seconded and carried, the meeting adjourned.

_____

_____

_____

WARRANTY DEED

THIS INDENTURE, made this 2ND day of September, 1958, between REPUBLIC CREOSOTING COMPANY, an Indiana corporation, authorized to transact business in the State of Washington, herein called "Grantor", and J. H. BAXTER & CO., a California corporation, authorized to transact business in the State of Washington, herein called "Grantee",

W I T N E S S E T H:

Grantor, for and in consideration of the sum of Twenty-Six Thousand Ninety-four and 58/100 Dollars ($26,094.58) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, hereby conveys and warrants to Grantee the following described real estate, situate in the County of King, State of Washington, to-wit:

> That portion of Government lot 5, section 29, township 24 north, range 5 east, W.M., and adjacent shore lands of the second class in front thereof lying westerly of the Northern Pacific Railway Company's right of way and lying northeasterly of the following described line:
> Beginning at the quarter corner on the south line of said section 29; thence north 89°58'36" west along the south line of said lot 5, a distance of 1113.01 feet to the westerly line of said Northern Pacific Railway Company's right of way; thence north 29°44'54" east, along said right of way line, 949.63 feet to an iron pipe which point is the true point of beginning of the line described herein; thence north 59°24'36" west 525.00 feet to an iron pipe; thence continuing north 59°24'36" west 488.23 feet, more or less, to the Inner Harbor Line of Lake Washington,
> EXCEPT portion thereof described as follows: Beginning at the true point of beginning of the line described herein; thence north 59°24'36" west 50 feet; thence northeasterly to a point on said westerly line of said Northern Pacific Railway Company's right of way distant North 29°44'54" east 100 feet from said true point of beginning; thence south 29°44'54" west to said true point of beginning, and
> EXCEPT that portion of said shorelands lying northerly of the northerly line of said lot 5 produced westerly.

TO HAVE AND TO HOLD the said real estate, together with all the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to Grantee, its successors and assigns forever.

to be executed by its officers and its corporate seal to be hereunto affixed the day and year first above written.

REPUBLIC CREOSOTING COMPANY,
an Indiana corporation

(CORPORATE SEAL)

By Carlton B. Edwards
President
Grantor

ATTEST:

Robert J. Wechsler
Secretary

STATE OF INDIANA)
) ss.
County of Marion)

On this 2nd day of September, 1958, before me, the undersigned, a Notary Public in and for the State of Indiana, County of Marion, duly commissioned and sworn, personally appeared CARLETON B. EDWARDS and ROBERT J. WECHSLER, to me known to be the President and Secretary, respectively, of REPUBLIC CREOSOTING COMPANY, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate first above written.

Janet E. Stock
Notary Public in and for the State of Indiana, County of Marion, residing at Indianapolis, Indiana.

[illegible]

[illegible]

RESOLUTION

I do hereby certify that the following is a true copy of certain Resolution of the Board of Directors of the Republic Creosoting Company, a corporation duly organized and existing under the Laws of the State of Indiana and having its principal place of business in Indianapolis, Indiana, which Resolution was duly adopted at a special meeting of the Board of Directors on September 2, 1958, and said Resolution is not inconsistent with the charter and by-laws of the corporation.

RESOLVED, that in consideration of the sum of Twenty-Six Thousand Ninety-four and 58/100 Dollars ($26,094.58) paid by J. H. Baxter & Co., a California corporation, (herein called "Baxter"), to Republic Creosoting Company, an Indiana corporation, (herein called "Republic"), and the entering into of that certain Supplementary Agreement between Baxter and Republic as presented to this meeting, Republic, through its proper officers, to-wit: its President and Secretary, deed by warranty deed to Baxter the following described real estate situate in the County of King, State of Washington, to-wit:

That portion of Government lot 5, section 29, township 24 north, range 5 east, W.M., and adjacent shore lands of the second class in front thereof lying westerly of the Northern Pacific Railway Company's right of way and lying northeasterly of the following described line:

Beginning at the quarter corner on the south line of said section 29; thence north 89°58'36" west along the south line of said lot 5, a distance of 1113.01 feet to the westerly line of said Northern Pacific Railway Company's right of way; thence north 29°44'54" east, along said right of way line, 949.63 feet to an iron pipe which point is the true point of beginning of the line described herein; thence north 59°24'36" west 525.00 feet to an iron pipe; thence continuing north 59°24'36" west 488.23 feet, more or less, to the Inner Harbor Line of Lake Washington,

EXCEPT portion thereof described as follows: Beginning at the true point of beginning of the line described herein; thence north 59°24'36" west 50 feet; thence northeasterly to a point on said westerly line of said Northern Pacific Railway Company's right of way distant North 29°44'54" east 100 feet from said true point of beginning; thence south 29°44'54" west to said true point of beginning, and

EXCEPT that portion of said shorelands lying northerly of the northerly line of said lot 5 produced westerly,

and

BE IT FURTHER RESOLVED, that Republic, for nominal consideration, through its proper officers, to-wit: its President and Secretary, quitclaim to Baxter the following described property, if any situate in the County of King, State of Washington, to-wit:

That portion of the second-class shore lands, if any, in front of Government Lot 5, Section 29, Township 24 north, range 5 east, W.M., which lie northerly of the northerly line of said lot 5 produced westerly.

Corporate

SUPPLEMENTARY AGREEMENT

THIS AGREEMENT, made and entered into in duplicate this 2ND day of September, 1958, by and between REPUBLIC CREOSOTING COMPANY, an Indiana corporation authorized to transact business in the State of Washington (hereinafter referred to as "REPUBLIC") and J. H. BAXTER & CO., a California corporation authorized to transact business in the State of Washington (hereinafter referred to as "BAXTER");

W I T N E S S E T H:

WHEREAS REPUBLIC, by warranty deed duly executed and delivered simultaneously with this Agreement, has conveyed to BAXTER the following described real estate situated in the County of King, State of Washington:

> That portion of Government lot 5, section 29, township 24 north, range 5 east, W.M., and adjacent shore lands of the second class in front thereof lying westerly of the Northern Pacific Railway Company's right of way and lying northeasterly of the following described line (which line is hereinafter in this Supplementary Agreement referred to as the new boundary line):
>
> Beginning at the quarter corner on the south line of said section 29; thence north 89°58'36" west along the south line of said lot 5, a distance of 1113.01 feet to the westerly line of said Northern Pacific Railway Company's right of way; thence north 29°44'54" east, along said right of way line, 949.63 feet to an iron pipe which point is the true point of beginning of the line described herein; thence north 59°24'36"west 525.00 feet to an iron pipe; thence continuing north 59°24'36" west 488.23 feet, more or less, to the Inner Harbor Line of Lake Washington,
>
> EXCEPT portion thereof described as follows: Beginning at the true point of beginning of the line described herein; thence north 59°24'36" west 50 feet; thence northeasterly to a point on said westerly line of said Northern Pacific Railway Company's right of way distant North 29°44'54" east 100 feet from said true point of beginning; thence south 29°44'54" west to said true point of beginning, and
>
> EXCEPT that portion of said shorelands lying northerly of the northerly line of said lot 5 produced westerly; and

WHEREAS REPUBLIC is the present holder of all right, title and interest of the Lessee under that certain Harbor Area Lease of

That portion of harbor area lying between the north and south lines produced of Lot 5, Section 29, Twp. 24 N., R. 5 E.W.M., Lake Washington Shorelands, King County, Washington; and

WHEREAS BAXTER is the present holder as lessee of a certain Harbor Area Lease of the Port of Seattle covering a certain fresh water harbor area on Lake Washington in front of Government Lot 4, Section 29, Township 24 N. R. 5 E.W.M., King County, Washington, lying between the Inner and Outer Harbor Lines and north of the south line of said Government Lot 4 produced westerly to said Outer Harbor Line; and

WHEREAS REPUBLIC owns and operates a dock in its leased harbor area which approaches closely to the line which is both the south line of Lot 4 and the north line of Lot 5 produced westerly to the Outer Harbor Line; and

WHEREAS it is the intention that REPUBLIC be assured continued access to the north and east sides of its dock and to its leased harbor area east of said dock through the harbor area immediately north of said line; and

WHEREAS it is the intention that BAXTER shall be assured of continued use of the harbor area immediately north of said line;

NOW, THEREFORE, in consideration of said conveyance from REPUBLIC to BAXTER and the payment of Twenty-Six Thousand Ninety-four and 58/100 Dollars ($26,094.58) from BAXTER to REPUBLIC and of the mutual covenants herein contained and other good and valuable considerations, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. The parties hereby declare to be an open harbor area for the parties hereto that portion of the harbor area described as follows:

That portion of the harbor area which is north of the north line of said lot 5 produced westerly and southwest of said new boundary line produced north

2. Neither party shall or authorize others to construct or install any dock, wharf, breakwater or other improvement or store logs, boats or other property within the boundaries of said open harbor area without the prior written consent of the other party.

3. Each party shall have the reasonable right (insofar as the other party has the authority to grant such right) to use said open harbor area for access to its dock or other property, for temporarily tying up boats or barges to its dock, for navigation, for floating logs through or for any other legal purpose which does not unreasonably interfere with the proper use of such open harbor area by the other party.

4. This Agreement shall continue in full force and effect so long as the parties hereto shall continue to own adjoining uplands and shorelands on Lake Washington.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed by their duly authorized officers and their corporate seals to be attached and attested the day and year first above written.

REPUBLIC CREOSOTING COMPANY

By Carleton B Edwards
President

ATTEST:

Robert J Weckesser
Secretary

J. H. BAXTER & CO.

By _____
President

ATTEST:

_____
Secretary

STATE OF Indiana
County of Marion } ss.

On this 2nd day of September, 1958, before me per-

foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Janet E Stock
Notary Public in and for the
State of Indiana,
residing at Indianapolis Ind

STATE OF _____ }
County of _____ } ss.

On this _____ day of _____, 1958, before me personally appeared _____, to me known to be president of the J. H. BAXTER & CO. which executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the
State of _____,
residing at _____.

QUITCLAIM DEED

THE GRANTOR, REPUBLIC CREOSOTING COMPANY, an Indiana corporation authorized to transact business in the State of Washington, for and in consideration of One Dollar ($1.00), in hand paid, conveys and quitclaims to J. H. BAXTER & CO., a California corporation authorized to transact business in the State of Washington, all interest in the following described real estate, situated in the County of King, State of Washington:

> That portion of the second-class shore lands, if any, in front of Government Lot 5, Section 29, Township 24 north, range 5 east, W.M., which lie northerly of the northerly line of said lot 5 produced westerly.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 2ND day of September, 1958.

REPUBLIC CREOSOTING COMPANY

By Carleton B. Edwards
President

(CORPORATE SEAL)

By Robert J. Wechsler
Secretary

STATE OF INDIANA)
) ss.
County of Marion)

On this 2ND day of September, 1958, before me, the undersigned, a Notary Public in and for the State of Indiana, County of Marion, duly commissioned and sworn, personally appeared CARLETON B. EDWARDS and ROBERT J. WECHSLER, to me known to be the President and Secretary, respectively, of REPUBLIC CREOSOTING COMPANY, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year in this certificate first above written.

Janet E. Stoich
Notary Public in and for the State

WASHINGTON TITLE INSURANCE COMPANY

719 SECOND AVENUE

MUTUAL 2-6600

SEATTLE 4, WASHINGTON

REFER TO B-530325
U-10

Bayley, Fite, Westberg and Madden
Seattle 1, Washington

This is a report as of August 26, 1958 at 8 a.m., for a

$26,094.58 purchaser's policy, standard form, insuring
J. H. Baxter & Co., a California corporation,

covering the following property:

That portion of government lot 5, section 29, township 24 north, range 5 east, W.M., in King County, Washington, and adjacent shore lands of the second class in front thereof lying westerly of the Northern Pacific Railway Company's right of way and lying northeasterly of the following described line:

Beginning at the quarter corner on the south line of said section 29; thence north 89°58'36" west along the south line of said lot 5, a distance of 1113.01 feet to the westerly line of said Northern Pacific Railway Company's right of way; thence north 29°44'54" east, along said right of way line, 949.63 feet to an iron pipe which point is the true point of beginning of the line described herein; thence north 59°24'36" west 525.00 feet to an iron pipe; thence continuing north 59°24'36" west 488.23 feet, more or less, to the Inner Harbor Line of Lake Washington, EXCEPT portion thereof described as follows:

Beginning at the true point of beginning of the line herein described; thence north 59°24'36" west 50 feet; thence northeasterly to a point on said westerly line of said Northern Pacific Company's right of way, distant north 29°44'54" east 100 feet from said true point of beginning; thence south 29°44'54" west to said true point of beginning, and EXCEPT that portion of said shorelands lying northerly of the northerly line of said lot 5 produced westerly.

Title is vested in REPUBLIC CREOSOTING COMPANY, an Indiana corporation.

Subject to:

1. Last half of general taxes for 1958 in the sum of $2845.08 (being Tax Lot No. 2) on said premises and other property.

2. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.

3. Title as vested is claimed under deed from the widow and lineal descendents of Peter C. Reilly, deceased, dated October 25, 1956, recorded under auditor's file No. 4758660, without probate of the estate of said decedent in the State of Washington. We deem the proofs submitted to us sufficient to justify us in insuring title under the said deed.

This report shall have no force or effect except as a basis for the policy applied for.

M. E. Bibell

Assistant Secretary

PREMIUM: $299.00
RF:vls

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS

W. A. BUGGE, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

July 8, 1959

Republic Creosoting Co.
7841 Lake Washington Blvd.
Renton, Wash.

PSH #1, Kennydale North - Parcel No. 23673

Gentlemen:

We are attaching State Warrant No. 390508 , in the amount of $ 114.00 - - payable to Republic Cresoting Co.

in full, complete and final payment and settlement for all lands conveyed, approx. 1,444 sq. ft.

in connection with the above subject section of highway, as set forth in Warranty Deed and voucher dated May 15, 1959.
(Hq. voucher #75162)
Remarks:

Very truly yours,

W. A. BUGGE
Director of Highways

By J. Arnold Cobley
J. ARNOLD COBLEY
Chief Right of Way Agent

WAB:bb
JAC
Attach.

R 200097

REPUBLIC CREOSOTING CO.

RECEIVED

JUL 0 1959

AT RENTON OFFICE

Ans'd .....

R 200098

C-102T 50M 11-56P

INTER-OFFICE CORRESPONDENCE

REILLY TAR & CHEMICAL CORPORATION

TO: Mr. R. J. Boyle - Indianapolis **OFFICE:** Laboratory - Indianapolis

FROM: H. R. Horner **DATE:** May 11, 1959

SUBJECT: RENTON PLANT - PROPERTY - STATE HIGHWAY DEPARTMENT

I am returning a copy of the Warranty Deed made out by the State Highway covering a small triangle at the intersection of Southeast 80th Street with the Easterly line of Lake Washington Boulevard (old Secondary State Highway No. 2-A).

In the Warranty Deed the State Highway does not describe the angle between these two streets but former records show it to be a 60°17'10". Using this figure Mr. Hennessy comes up with a total area of 1174.24 square feet. Because of the small area involved and because of the perfectly satisfactory description by the State Highway of the area involved, I do not believe this discrepancy should affect our decisions.

Very truly yours,

H. R. Horner

HRH/mv

Attachment

cc: Mr. R. J. Hennessy

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS

W. A. BUGGE, DIRECTOR

TRANSPORTATION BUILDING
OLYMPIA

May 1, 1959

Republic Creosoting Company
7841 Lake Washington Boulevard
Renton, Washington

Attention: Mr. L. P. Tollefson

Re: Primary State Highway No. 1
Kennydale North
Parcel 23673
C.S. 1744

Dear Sir:

Referring to our attempts to acquire a small tract of land containing approximately 1144 square feet located in Government Lot 5, Section 29, Township 24 North, Range 5 East, W.M., to improve the Northeast corner of the intersection of 80th Street Southeast and existing Secondary State Highway No. 2-A; and also to our telephone conversation yesterday, in which you informed me that the above mentioned company felt that our offer was too low, I give you the following information endeavoring to explain to them our reasons for being unable to justify any larger payment.

First, I had two highly qualified and well recognized appraisers check the property, and their answer was that in as much as the only sale in the area that would even come close to justifying ten cents, just for land, was the Panabode sale just across the road to the South, and that many other sales in the area indicated that our offer, based on ten cents per square foot, was entirely too high. And if these appraisers were employed to appraise the property, their appraisals would be undoubtedly lower.

Second, the Republic Creosoting Company is the only owner who could possibly be benefited by the improvement of this intersection. The State of Washington feels that they should be willing to donate the land in order for us to do the work; however our offer of $114. still stands and I sincerely hope that they will see fit to accept it.

However, according to information I received today, if the offer is rejected I will have no choice but to turn it into the Attorney General to secure through eminent domain proceedings.

Hoping to hear from you favorably in the very near future, I am

Yours very truly,

W. A. BUGGE
Director of Highways

M. A. Sandercock

By: M. A. SANDERCOCK
District Right of Way Agent

WAB:ss
MAS

cc: McKay

H. F. 3.01. S. F. No. 101-B—10-58—90M. 54744. TRIPLICATE

WASHINGTON
STATE HIGHWAY COMMISSION

DEPARTMENT OF HIGHWAYS

District Voucher No..... Voucher No.....

IMPORTANT INSTRUCTIONS —READ AND FOLLOW Make out your claim on this form alone. No other invoice required. Make vouchers in triplicate. Be sure to fill in name as payee and sign the certification. Forward this voucher properly executed at time of shipment as directed on Purchase Order or shipping request.

Payee: REPUBLIC CREOSOTING COMPANY

Street and No.: 7841 Lake Washington Boulevard

City: Renton State: Washington

(Vendor: Please use same name in this space as is used for payee in certificate below.)

TO BE FILLED IN BY PAYEE
Purch. Order or Other Purch. Auth. Number

Terms.....

TO BE FILLED IN BY DEPARTMENT OF HIGHWAYS
Goods and/or Services Received:
By.....
On date.....

Invoice Date Year 19__ Mo. Day	Field Order No.	Equipt. No.	DESCRIPTION	Amount	
			In full, complete and final payment and settlement for the sale to the State of Washington of a portion of Government Lot 5, Section 29, Township 24 North, Range 5 East, W.M., for a right of way for PSH No. 1, Kennydale North, as fully set forth in deed of even date. Also for all damages of whatsoever kind or nature to remaining lands by reason of the location, construction, maintenance (drainage, alteration of existing grade line) and operation of said Highway.		
			For all lands conveyed, approx. 1,144 sq.ft.	$114.	00

Warrant No.....

TOTAL..... $ 114.00

Corrected..... $.....

I, the undersigned, do hereby certify under penalty of perjury, that the material furnished, service rendered, expense incurred, or other item of indebtedness as charged in the foregoing bill is a true and correct charge against the State of Washington; that the claim is just and due; that no part of same has been paid and that I am authorized to sign for the payee.

Subscribed this 15th *day of* May, *195*9, *at* Indianapolis, Ind., *Wash.*

SIGN HERE C. B. Edwards President
C. B. Edwards (Title)

For Republic Creosoting Company
(Firm Name)

Approved and allowed in the above amount or as corrected.

Date.....

Deputy State Auditor.

APPROPRIATION STAMP (For Headquarters Office)	Amount		Appro. No. District Use	Ck'd

R 200104

(For Right of Way Dept.)
P 1 SH..... Section Kennydale North Classif. E/W

I, the undersigned, do hereby certify to the correctness of the above claim chargeable to the appropriation shown above.

Approved: .....
Chief Right of Way Agent

DIRECTOR OF HIGHWAYS

By..... *By*..... *Audited by*.....

23673 3

District Voucher No.....

Distribution of Maintenance Expenditures

Voucher No.....

Appropriation No.																						
Project No. (or equip. No.)																						
Allotment No.																						
Account No.																						
Control Section																						
A. Roadway surface																						
B. Roadside and drainage																						
C. Shoulders and side approaches																						
D. Roadside Development																						
E. Traffic services																						
1. Signs																						
2. Traffic lines and pavement markers																						
3. Guard rail																						
4. Other traffic services																						
F. Snow, ice and sand control																						
G. Structures																						
Totals																						

Distribution of Construction Expenditures

F. A. Agreement No. (If applicable)																						
Appropriation No.																						
Project No. (or equip. No.)																						
Allotment No.																						
Account No.																						
Control Section																						
01. Prel. engineering																						
02. Right-of-way																						
03. Const. engineering																						
04. Roadway drainage and grading																						
05. Drainage and protective structures																						
06. Surface and base																						
07. Shoulder and approach surfacing																						
08. Structures (over 20')																						
09. Traffic service																						
10. Roadside develop.																						
Totals																						

Chap. 77, Laws 1945: It shall not be necessary in filing any claim for services, materials or merchandise furnished the State of Washington or any of its political sub-divisions that the claim shall be signed and sworn to before a notary public: *Provided*, That no such claim shall be filed or paid unless the claimant shall sign a statement that the services, materials or merchandise has been furnished and that the claim is just, due and unpaid. Any person signing such statement which is false or untrue shall be deemed guilty of second degree perjury.

AUDITOR'S OFFICE

Warrant Number.....

Sec. 5512, Rem. Comp. Stat.; Sec. 6618, Pierce's Code, provide that all state officers and persons charged with the disbursement of public moneys shall take fully itemized vouchers for such disbursements in duplicate, one to be filed with the State Auditor and the other to be retained by the officer making the disbursement. Said vouchers to contain a certificate by the disbursing officer certifying on honor that the material, labor or service has been actually delivered, rendered or performed.

R 200105

December 11, 1963

Washington State Highway Commission
Department of Highways
Office of District Engineer, District No. 1
6431 Corson Avenue South
Seattle 8, Washington

Attention: Mr. Norman Van Brunt
District Right of Way Supervisor

Gentlemen:

In accordance with the offer contained in your letter of October 22, 1963, we have executed the Warranty Deed which is attached. We also return Real Property Voucher, showing the amount to be paid us as $38,688.70.

Please note thaton both the Deed and the Voucher we have corrected the name of the Grantor from Republic Creosoting Company to Reilly Tar & Chemical Corporation, formerly Republic Creosoting Company.

About January 1, 1962, the name of Republic Creosoting Company was changed to Reilly Tar & Chemical Corporation

Very truly yours,

REILLY TAR & CHEMICAL CORPORATION

R. J. Boyle
Asst. Secretary

RJB:LS

Encl.

R 200114

cc: Mr. A. J. Westberg
Mr. W. W. Roberts - Renton
Mr. B. L. George - Los Angeles (nn on orig)

cc- Mr R. J. Kennedy

(3-63)

REAL PROPERTY VOUCHER

HQ ACCOUNTING

AGENCY NAME
WASHINGTON STATE HIGHWAY COMMISSION DEPARTMENT OF HIGHWAYS HIGHWAYS — LICENSES BUILDING OLYMPIA, WASHINGTON

ORDER NUMBER	DATE	

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS AND AMOUNTS LISTED HEREIN ARE PROPER CHARGES AGAINST THE STATE OF WASHINGTON. THAT THE SAME OR ANY PART THEREOF HAS NOT BEEN PAID. AND THAT I AM AUTHORIZED TO SIGN FOR THE CLAIMANT.

T. E. Reilly, Vice President

(SIGN IN INK) (DATE)

GRANTOR OR CLAIMANT

REILLY TAR & CHEMICAL CORPORATION, formerly REPUBLIC CREOSOTING COMPANY

PROJECT TITLE: PSH. No. 1, RENTON TO KENNYDALE

PARCEL: 1-2896

IN FULL. COMPLETE AND FINAL PAYMENT AND SETTLEMENT FOR the sale to the State of Washington of a portion of Government lot 5, Section 29, Township 24 North, Range 5 E.W.M required for right of way for the above project; also for all access rights and for all improvements; and for severance and all other damages of whatsoever kind or nature to remaining lands by reason of the location, construction, operation and maintenance of said highway

AS FULLY SET FORTH IN Warranty Deed DATED

Possession to be given on or before

	AMOUNT
FOR ALL LANDS CONVEYED 4.28 acres, more or less,	$ 29,318.00
FOR ALL IMPROVEMENTS Six dwellings, 4 garages, 5 sheds,	3,600.00
FOR ALL OTHER ITEMS For all damages	5,807.00
SUB TOTAL	$ 38,725.00
DEDUCTIONS: FEDERAL DOCUMENTARY STAMPS $ 36.30 OTHER (SPECIFY)	
TOTAL DEDUCTIONS	36.30
NET TOTAL	$ 38,688.70
TOTAL FEE	-00-
AMOUNT TO BE PAID	$ 38,688.70

ESCROW FEE $ SALES TAX ON ESCROW FEE $

JOB NUMBER R/W 1472 CONTROL SECTION 1744

WORK ORDER NO.	FUNCTION	OBJECT	C/S	PARCEL	AMOUNT

APPROVED

NAME Everett W. Fenton

TITLE R/W Agent DATE

NAME

TITLE DATE

NAME

TITLE DATE

I CERTIFY THAT THE ABOVE DATA ARE CORRECT. THAT THE ACQUISITION IS NECESSARY FOR AND HAS BEEN PROCURED IN ACCORDANCE WITH PROCEDURES PRESCRIBED FOR THIS PROJECT.

DIRECTOR OF HIGHWAYS

R 200115

DATE

VOUCHER NO. WARRANT NO.

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS

OFFICE OF DISTRICT ENGINEER
DISTRICT NO. 1
6431 CORSON AVENUE SOUTH
SEATTLE 8

December 16, 1963

Reilly Tar & Chemical Corporation
11 South Meridian Street
Indianapolis 4, Indiana

Attention: Mr. R. J. Boyle,
Asst. Secretary

PSH No. 1, Renton to Kennydale
C.S. 1744 R/W 1472
Parcel No. 1-2896

Dear Sir:

On behalf of the State of Washington we wish to thank you for your letter of transmittal under date of December 11, 1963, and for the properly executed deed of conveyance enclosed therewith.

It was noted, however, that the property voucher was not executed. This voucher must be executed before the State Treasurer can issue a warrant.

Please sign the warrant voucher in the space near the top right corner of the form.

Very truly yours,

P. J. MC KAY
District Engineer

By: PAUL KOSS
District Right of Way Supervisor

PJM:ss
EF

Enclosures

cc: Messrs. Prahl/Cobley
McKay
Fenton

R 200116

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS

OFFICE OF DISTRICT ENGINEER
DISTRICT NO. 1
6431 CORSON AVENUE SOUTH
SEATTLE 8

October 22, 1963

Reilly Tar and Chemical Corporation
7841 Lake Washington Boulevard
Renton, Washington

Attention: Mr. W. W. Roberts,
Manager

C.S. 1744 R/W 1472
PSH No. 1, Renton to Kennydale
Parcel No. 1-2896
(Republic Creosoting Company)

Dear Sir:

You are, no doubt, already aware that plans are under way to improve the above-named highway. In order to carry out this improvement, we need to purchase a portion of your property located in Government Lot 5, Section 29, Township 24 North, Range 5 East, W.M.

The new highway will be a limited access facility, which means that no direct access will be permitted to the through lanes of traffic from the abutting properties. This relatively new feature of highway design has resulted in creating a highway which is infinitely superior to the older style roads by eliminating the tremendous hazards caused by numerous vehicles entering and leaving the highway at unexpected places. If you have been over the existing highway between Seattle and Tacoma in recent months, you have seen a vivid illustration of just how dangerous an uncontrolled highway can become. When the new highway is completed, we are certain that you will find it a genuine pleasure to use and it will make your trips into town faster, cheaper and ever so much safer.

We have enclosed a right of way map on which we have outlined your property with a blue line and the portion which we now wish to buy from you has been shaded in red. The hatch marks along the edge of the right of way indicate the line across which main access is not permitted. You will notice that there is no direct access to the main traveled lanes from the remainder of your property; however, you will be able to enter and leave the freeway at the interchange just north of Southeast 80th.

R 200117

We have also enclosed a general information booklet which will clarify many of the questions which will arise as a result of this request.

We have had your property appraised by the most qualified appraisers available to us in this area. You may be assured that they have been instructed to make a careful study of all elements of value which contribute to the present worth of your property. They have also carefully considered the effect of the highway on the value of your remaining lands and improvements.

In addition, we have subjected the appraisals to a thorough review by our own highly trained staff of review appraisers, and we are pleased to report that they have found the appraisals to be well prepared and they are convinced that they represent the fair cash price which we should offer. We are, therefore, offering you the sum of $38,725.00 for the lands and property rights described in the enclosed deed and vouchers.

On the assumption that you will agree that this is a very fair offer, we have taken the liberty of enclosing deeds andvouchers for your execution. Will you and the necessary parties of your corporation please sign the deed before a notary public and ask that he please use the acknowledgment form which has been prepared for that purpose on the instrument.

Will you also please sign all copies of the voucher. Please sign in the space provided for same in the upper right hand corner of the voucher. Please sign in ink. Please be sure to have all papers executed by the proper corporation officers.

Our title reports indicate that your property is unencumbered with the exception of the last half of property taxes, which amount to $3,620.56, according to the records of the County Treasurer. Since the State may only purchase property free of allencumbrances, these taxes must be paid before this transaction is completed.

The booklet enclosed mentions that there is a substantial savings to you, over and above the usual costs of closing a real estate transaction; however, we felt that you would be interested in knowing that the savings in your particular case amounts to a healthy $2,548.00!

Broker's Commission (5%) - - - - - -	$ 1,936.00	(no broker involved)
1% Real Estate Excise Tax - - - - -	387.00	(exempt)
Title Insurance Premium - - - - - -	181.00	(the State pays)
State Documentary Stamps - - - - - -	39.00	(exempt)
Instrument preparation - - - - - - -	5.00	(the State pays)
	$ 2,548.00	

Reilly Tar and Chemical Corporation October 22, 1963

Unfortunately, the law does not allow us to absorb the Federal Documentary Stamp Tax and this will be your only closing expense ($0.55 per $500.00). The Federal Documentary Stamps in the amount of $36.30 will be affixed to the Deed, with the cost of the stamps being shown as a deduction on the enclosed voucher.

You may, if you wish, retain the improvements located in the right of way, by purchasing them back from the State and moving them to a different location. The salvage value of the six houses is $55.00 each, the three garages $5.00 each and the five sheds $1.00 each. If you should decide to exercise this option, please inform us and we will send you a different set of instruments which will have a provision for a $350.00 bond to insure complete removal and a ninety day completion date. If you do not want to retain the improvements, the possession date for the State will be thirty days after the execution of the instruments.

Naturally it takes some time to process a transaction of this sort, but you can expect the State warrant to be in your hands within four to six weeks after we receive theexecuted papers from you.

Thank you for your cooperation in this matter.

Very truly yours,

P. J. MC KAY
District Engineer

Norman Van Brunt

By: NORMAN VAN BRUNT
District Right of Way Supervisor

PJM:ss
EF

Enclosures

cc: Messrs. Cobley
McKay
Fenton

To Mr. R. J. Boyle - Indianapolis | At Renton

Subject Renton Property - Easement | Date 6-21-63

We received the attached letter from "Metro" and the check for $10.00 here the other day. I do not know how this is to be handled so am sending the whole thing along to you, as you are familiar with the transaction from the beginning.

PLEASE REPLY TO → Signed W W Palmitos

Date | Signed

Rediform®
4S 469

SEND PARTS 1 AND 3 WITH CARBONS INTACT.
PART 3 WILL BE RETURNED WITH REPLY.

R 200120

MUNICIPALITY OF METROPOLITAN SEATTLE

METRO

410 W. HARRISON STREET SEATTLE 99, WASHINGTON AT 4-5100

June 18, 1963

Reilly Tar and Chemical Company
7841 Lake Washington Boulevard
Renton, Washington

Attention: Mr. W. W. Roberts

Gentlemen:

Payment for Easement

We enclose herewith Warrant No. 805, in the amount of $10.00, representing payment for the easement rights granted to the MUNICIPALITY OF METROPOLITAN SEATTLE for sewer purposes.

We trust this action takes care of the matter to your satisfaction, and we take this opportunity to express our appreciation for your cooperation in this matter.

Very truly yours,

Raymond Drebin

Raymond Drebin
Right of Way Agent

RD:mg
Encl: Warrant No. 805

REILLY TAR & CHEMICAL CORP.
RECEIVED
JUN 1) 1962
AT RENTON OFFICE
Ans'd.....

R 200121

HF. 33H (REV. 3-63)

REAL PROPERTY VOUCHER

GRANTOR

AGENCY NAME
WASHINGTON STATE HIGHWAY COMMISSION DEPARTMENT OF HIGHWAYS HIGHWAYS — LICENSES BUILDING OLYMPIA, WASHINGTON

ORDER NUMBER	DATE	

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS AND AMOUNTS LISTED HEREIN ARE PROPER CHARGES AGAINST THE STATE OF WASHINGTON, THAT THE SAME OR ANY PART THEREOF HAS NOT BEEN PAID, AND THAT I AM AUTHORIZED TO SIGN FOR THE CLAIMANT.

(SIGN IN INK) (DATE)

GRANTOR OR CLAIMANT

REILLY TAR & CHEMICAL CORPORATION, formerly
REPUBLIC CREOSOTING COMPANY

11 South Meridian Street
Indianapolis 4, Indiana

PROJECT TITLE: PSH. No. 1, RENTON TO KENNYDALE

PARCEL: 1-2896

IN FULL, COMPLETE AND FINAL PAYMENT AND SETTLEMENT FOR the sale to the State of Washington of a portion of Government lot 5, Section 29, Township 24 North, Range 5 E.W.M required for right of way for the above project; also for all access rights and for all improvements; and for severance and all other damages of whatsoever kind or nature to remaining lands by reason of the location, construction, operation and maintenance of said highway

AS FULLY SET FORTH IN Warranty Deed DATED

Possession to be given on or before February 10, 1964.

	AMOUNT
FOR ALL LANDS CONVEYED 4.28 acres, more or less,	$ 29,318.00
FOR ALL IMPROVEMENTS Six dwellings, 4 garages, 5 sheds,	3,600.00
FOR ALL OTHER ITEMS For all damages	5,807.00
SUB TOTAL	$ 38,725.00
DEDUCTIONS: FEDERAL DOCUMENTARY STAMPS $ 36.30 OTHER (SPECIFY)	
TOTAL DEDUCTIONS	36.30
NET TOTAL	$ 38,688.70
ESCROW FEES / SALES TAX ON ESCROW FEES / TOTAL FEE	.00
AMOUNT TO BE PAID	$ 38,688.70

JOB NUMBER R/W 1472

CONTROL SECTION 1744

WORK ORDER NO.		FUNCTION	OBJECT	C/S	PARCEL	AMOUNT

APPROVED

NAME Everett W. Fenton

TITLE R/W Agent DATE

NAME

TITLE DATE

NAME

TITLE DATE

I CERTIFY THAT THE ABOVE DATA ARE CORRECT, THAT THE ACQUISITION IS NECESSARY FOR AND HAS BEEN PROCURED IN ACCORDANCE WITH PROCEDURES PRESCRIBED FOR THIS PROJECT.

DIRECTOR OF HIGHWAYS

R 200124

BY TITLE: DATE:

VOUCHER NO. WARRANT NO.

REAL PROPERTY VOUCHER

GRANTOR

ORDER NUMBER	DATE	

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ITEMS AND AMOUNTS LISTED HEREIN ARE PROPER CHARGES AGAINST THE STATE OF WASHINGTON THAT THE SAME OR ANY PART THEREOF HAS NOT BEEN PAID, AND THAT I AM AUTHORIZED TO SIGN FOR THE CLAIMANT.

SIGN IN INK DATE

AGENCY NAME

WASHINGTON STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
HIGHWAYS – LICENSES BUILDING
OLYMPIA, WASHINGTON

GRANTOR or CLAIMANT

PROJECT TITLE: PARCEL:

IN FULL, COMPLETE AND FINAL PAYMENT AND SETTLEMENT FOR

FULL DESCRIPTION DATED

	AMOUNT
FOR ALL LANDS CONVEYED	
FOR ALL IMPROVEMENTS	
FOR ALL OTHER ITEMS	
SUB TOTAL	
DEDUCTIONS:	
FEDERAL DOCUMENTARY STAMPS	
OTHER (SPECIFY)	
TOTAL DEDUCTIONS	
NET TOTAL	
ESCROW FEE $ / SALES TAX ON ESCROW FEE $	TOTAL FEE
JOB NUMBER / CONTROL SECTION	AMOUNT TO BE PAID

DEC 30 1963

WORK ORDER NO.	FUNCTION	OBJECT	C S	PARCEL	AMOUNT

I CERTIFY THAT THE ABOVE DATA ARE CORRECT, THAT THE ACQUISITION IS NECESSARY FOR AND HAS BEEN PROCURED IN ACCORDANCE WITH PROCEDURES PRESCRIBED FOR THIS PROJECT

DIRECTOR OF HIGHWAYS

BY TITLE: DATE:

APPROVED

NAME
TITLE DATE
NAME
TITLE DATE
NAME
TITLE DATE

VOUCHER NO. WARRANT NO.

R 200125

LAW OFFICES OF

JONES, GREY, BAYLEY & OLSEN

1000 NORTON BUILDING
SEATTLE, WASHINGTON 98104
AREA CODE 206 MAIN 4-0900
CABLE ADDRESS JOGRE

WHEELER GREY
FRANK S. BAYLEY
ALBERT OLSEN
RICHARD A. CLARK
RICHARD I. SAMPSON
JOHN R. TOMLINSON
WILBERT C. ANDERSON
GENE B. BRANDZEL
DEXTER A. WASHBURN
MAURICE E. SUTTON
WILLIAM C. RUTHFORD
VICTOR VAN VALIN
CLINTON F. RAYMOND, JR.
JOHN L. WEST
GEORGE W. STEERS

HARRY B. JONES (1968)
ADLORE R. KEHOE (1969)

COUNSEL

HARRY B. JONES, JR.
RICHARD B. HOOPER

July 27, 1971

Mr. T. J. Ryan
Reilly Tar & Chemical Corporation
11 South Meridian Street
Indianapolis, Indiana 46204

Re: Reilly Tar and Chemical Corporation

Dear Tom:

Thank you for your letter of July 19, 1971, acknowledging receipt of the Escrow data and check.

I'm looking forward to seeing you in September when you are here in Seattle.

Sincerely,

JONES, GREY, BAYLEY & OLSEN

Gene

Gene B. Brandzel

tl

cc:

LENIHAN, IVERS, JENSEN & McATEER
ATTORNEYS AT LAW
1114 NORTON BUILDING
SEATTLE 98104
624-4212

EMMETT G. LENIHAN
HENRY T. IVERS
JOSEPH S. IVERS
CARL P. JENSEN
WILLIAM F. LENIHAN
JAMES F. McATEER
JAMES C. HANKEN

September 21, 1971

Mr. T. J. Ryan
Reilly Tar & Chemical Corporation
11 South Meridian Street
Indianapolis, Indiana 46204

Re: Quendall Terminal Acquisition of Reilly Tar & Chemical Property

Dear Tom:

Enclosed please find original and two copies of an Affidavit concerning the real estate acquisition by Quendall Terminals. J. H. Baxter & Co. has a Board of Equalization hearing concerning its plant site in which this real estate transaction constitutes the principal evidence concerning value. We wish to utilize the Affidavit as supporting evidence.

Very truly yours,

LENIHAN, IVERS, JENSEN & McATEER

James C. Hanken

JAMES C. HANKEN

JCH:cag
Encl.
cc Robert Mossman
Gene Brandzel

AFFIDAVIT OF T. J. RYAN

STATE OF ~~ILLINOIS~~ INDIANA)
) ss.
COUNTY OF MARION)

T. J. RYAN, being first duly sworn on oath, deposes and says as follows:

That he is the Vice President of Reilly Tar & Chemical Corporation, and on behalf of Reilly Tar & Chemical Corporation he negotiated the sale of the plant site of Reilly Tar & Chemical located on the southeast shore of Lake Washington.

That Reilly Tar & Chemical Corporation is under no economic duress and was a solvent, willing seller.

T. J. Ryan

T. J. Ryan

SUBSCRIBED AND SWORN to before me this 27th day of September, 1971.

Veronica M. Bledsoe

Notary Public in and for the State of Indiana, residing at Indianapolis

VERONICA M. BLEDSOE
My Commission Expires Jan. 29, 1974

June 25, 1971

Mr. Gene B. Brandzel
Jones, Grey, Bayley & Olsen
1000 Norton Building
Seattle, Washington 98104

Dear Gene:

Pursuant to the instructions contained in Mr. R. B. Mossman's letter of June 21, 1971, I am enclosing the three signed copies of our Agreement with J. H. Baxter.

You might note that there are no corporate seals affixed by the other parties. I mention this inasmuch as the notarization so specifies they be affixed.

Very truly yours,

REILLY TAR & CHEMICAL CORPORATION

T. J. Ryan
Vice President

TJR:LS

Encl.

cc: Mr. R. B. Mossman

REAL ESTATE CONTRACT

THIS CONTRACT, made and entered into this 15th day of June, 1971, between QUENDALL TERMINALS, a Joint Venture comprised of Puget Timber Company, a Washington corporation, and Altino Properties, Inc., a Washington corporation, hereinafter referred to as the "Purchaser," and REILLY TAR AND CHEMICAL CORPORATION, an Indiana corporation, hereinafter referred to as the "Seller," and J. H. BAXTER & CO., a California corporation, and BARBEE MILLS, INC., a Washington corporation, hereinafter referred to as the "Guarantors."

W I T N E S S E T H:

That the Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller under the terms and conditions herein provided that real property described in Schedule A, attached hereto and by this reference incorporated herein as if set forth in full, with all improvements located thereon, described in Exhibit B attached hereto and by this reference incorporated herein as if set forth in full, all located in King County, State of Washington.

1. The purchase price is Five Hundred Thousand Dollars ($500,000.00), of which Two Hundred and Fifty Thousand Dollars ($250,000.00) is for the land and Two Hundred and Fifty Thousand Dollars ($250,000.00) is for the improvements located thereon in accordance with the itemization of price set forth in Schedule "B" hereto. One Hundred Thousand Dollars ($100,000.00) of said purchase price has been paid and the receipt thereof is hereby acknowledged. The balance of said purchase price shall be paid as follows: Four (4) equal annual installments commencing June 15, 1972, and on June 15 of each succeeding year until the balance of said purchase price is fully paid. The Purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of Five % per annum from the 15th day of June, 1971, which

interest shall be paid on each annual installment date. All payments to be made hereunder shall be made at 1615 Merchants Bank Building, Indianapolis, Indiana 46204, to the attention of Thomas Ryan, or at such other place or to such other person as Seller may direct in writing.

2. Purchaser assumes and agrees to pay before delinquency all taxes and assessments that may, as between Seller and Purchaser hereafter become a lien on said real property.

3. Purchaser agrees, until the purchase price is fully paid, to keep the improvements and appurtenances insured for the benefit of Seller throughout the term of this real estate contract against the following:

a. Loss or damage of all or any part of the improvements and appurtenances, and all additions thereto, by fire or such other risk as may be included in the broadest form of extended coverage insurance available during the term of this contract in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00).

b. Claims for personal injury or property damage under a policy of general public liability insurance in such limits as may be reasonably requested by the Seller from time to time, but not greater than Five Hundred Thousand/Two Million Dollars ($500,000/2,000,000) with respect to bodily injury, and One Hundred Thousand Dollars ($100,000) for property damage.

The insurance policy shall name Seller as an insured. Within ten (10) days after the date of this contract, Purchaser shall provide Seller with a certificate of insurance from an insurance company acceptable to Seller evidencing such insurance coverage.

4. Purchaser agrees that full inspection of the subject real property has been made, and that neither Seller nor his

assigns should be held to any covenant respecting the condition of any improvement or appurtenance thereon, nor shall the Seller be held to any covenant or agreement for alterations, improvements or repairs of the subject real property or any part thereof. Seller and Purchaser represent that they will enter into a separate supplemental agreement regarding certain other warranties, which agreement will be executed contemporaneously with the execution of this real estate contract, and which shall be construed as a part hereof as if contained in full herein. No other representations or warranties have been made by Seller, or anyone in its behalf, to Purchaser, or anyone in its behalf, as to the condition of the subject property, including but not limited to, the tankage and two piers. IT IS UNDERSTOOD AND AGREED THAT THE IMPROVEMENTS AND APPURTENANCES LOCATED ON THE REAL PROPERTY DESCRIBED HEREIN ARE SOLD "AS IS." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, SELLER PARTICULARLY DISCLAIMS ALL AND ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FITNESS OF THE PIERS AND TANKAGE OR ANY OTHER IMPROVEMENT OR APPURTENANCE FOR ANY PARTICULAR USE.

5. The Purchaser assumes all hazards of damage to or destruction of any improvements now on said real estate or hereafter placed thereon and of the taking of said real estate or any part thereof for public use; and agrees that no such damage, destruction or taking shall constitute a failure of consideration. In case any part of said real estate is taken for public use, the portion of the condemnation award remaining after payment of reasonable expenses of procuring the same shall be paid to the Seller and applied as payment on the purchase price herein unless Seller elects to allow Purchaser to apply all or a portion of such condemnation award to the rebuilding or restoration of any improve-

ments damaged by such taking. In case of damage or destruction from a peril insured against, the proceeds of such insurance remaining after payment of the reasonable expense of procuring the same shall be devoted to the restoration or rebuilding of such improvements within a reasonable time, unless Purchaser elects that said proceeds shall be paid to Seller for application on the purchase price herein.

6. The subject real property shall at all times be kept and used in accordance with the laws of the State of Washington, the County of King and City of Renton and in accordance with all directions, rules and regulations of any pertinent and authorized authority at the sole cost and expense of Purchaser. Purchaser will permit no waste, damage or injury to the subject real property.

7. Seller has delivered to Purchaser a preliminary commitment for title insurance issued by Transamerica Title Insurance Company dated December 29, 1970, No. 358293 and will deliver a standard form purchaser's title insurance policy to insure the Purchaser, to the full amount of said purchase price, against loss or damage by reason of defect in Seller's title to said real property as of the date of closing and containing no exceptions other than printed general exceptions appearing in the standard form of purchaser's title insurance policy and liens and encumbrances as described in said preliminary commitment for title insurance dated December 29, 1970.

8. Seller agrees, upon receiving full payment of the purchase price and interest in the manner specified in this real estate contract, to execute and deliver to Purchaser a quit claim deed to said real estate excepting any part thereof hereafter taken for public use and free of any encumbrances which may attach after date of closing through the Seller or its successor in interest.

9. Purchaser shall be entitled to possession of said real estate on date of closing and to retain possession so long as Purchaser is not in default hereunder. Purchaser covenants to keep the buildings and other improvements on said real estate in good repair and not to permit the use of the real estate for any illegal purpose. Purchaser covenants to pay all service, installation or construction charges for water, sewer, electricity, garbage or other utilities services furnished to said real estate after the date Purchaser is entitled to possession.

10. In case Purchaser fails to make any payment herein provided or to maintain insurance, as herein required, Seller may make such payment or effect such insurance, and any amounts so paid by Seller, together with interest at the rate of ten percent (10%) per annum thereon from date of payment until repaid shall be repayable by Purchaser on Seller's demand, all without prejudice to any other right the Seller might have by reason of such default.

11. Time is of the essence of this contract, and it is agreed that in case Purchaser shall fail to comply with or perform any condition or agreement hereof or to make any payment required hereunder promptly at the time and in the manner herein required, Seller may elect to declare all Purchaser's rights hereunder terminated, and upon his doing so, all payments made by Purchaser hereunder and all improvements placed upon the real estate shall be forfeited to Seller as liquidated damages, and Seller shall have the right to re-enter and take possession of the real estate; and no waiver by Seller of any default on the part of Purchaser shall be construed as a waiver of any subsequent default.

12. Upon Seller's election to bring suit to enforce any covenant of this contract, including suit to collect any payment

required hereunder, Purchaser agrees to pay a reasonable sum as attorneys' fees and all costs and expenses in connection with such suit, which sums shall be included in any judgment or decree entered in such suit. If Seller shall bring suit to procure an adjudication of the termination of Purchaser's rights hereunder, and judgment is so entered, Purchaser agrees to pay a reasonable sum as attorneys' fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records to determine the condition of title at the date such suit is commenced, which sums shall be included in any judgment or decree entered in such suit.

13. Service upon Purchaser of all demands, notices or papers with respect to forfeiture and termination of Purchaser's rights may be made by United States mail, postage pre-paid, return receipt requested, directed to the Purchaser at 1700 South El Camino Real, San Mateo, California 94402.

14. As referred to in this contract, "date of closing" shall be June 15, 1971. The sale shall be closed in the Seattle office of Transamerica Title Insurance Company. Upon closing, Seller shall pay the costs of state revenue stamps, the premium for the aforedescribed title insurance policy, and the 1% real estate excise tax in this transaction. Upon closing, all costs of recording and all state sales taxes (if any) on the transfer of personal property related to this transaction shall be paid by Purchaser. Real estate taxes shall be prorated as of the date of closing. Escrow costs shall be paid 1/2 each by Purchaser and Seller.

15. As an inducement to Seller to enter into this contract and in reliance thereon by Seller, J. H. Baxter & Co. and Barbee Mills, Inc., jointly and severally, hereby guarantee the performance of the terms and conditions of this real estate contract.

16. This real estate contract and the supplemental agreement executed contemporaneously herewith constitute the entire understanding between the parties with respect to the sale and purchase of the aforedescribed real property, superceding all prior negotiations, discussions and arrangements. Neither this agreement nor any part hereof may be modified, except in writing executed by all the parties hereto.

17. This real estate contract is executed in King County, State of Washington, and shall be construed and interpreted in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written in the role hereinabove stated.

SELLER: REILLY TAR AND CHEMICAL CORPORATION

By _____
President

By _____
Secretary

PURCHASER: QUENDALL TERMINALS, a Joint Venture composed of PUGET TIMBER COMPANY, a Washington corporation, and ALTINO PROPERTIES, INC., a Washington corporation.

GUARANTOR OF PURCHASER'S OBLIGATION: BARBEE MILL CO., INC.

By _____
Alex Cugini, President

By _____
Alex Cugini, Jr., Secretary

R 200452

MEMBER OF JOINT VENTURE: PUGET TIMBER COMPANY

By _____
President

By _____
Secretary

MEMBER OF JOINT VENTURE: ALTINO PROPERTIES, INC.

By _____
Alex Cugini, President

By _____
Alex Cugini, Jr., Secretary

GUARANTOR OF PURCHASER'S OBLIGATION: J. H. BAXTER & CO.

By _____
President

By _____
Secretary

R 200453

STATE OF INDIANA)
) ss.
COUNTY OF Marion)

On this 25th day of June, 1971, personally appeared Peter C. Reilly and Robert J. Boyle, to me known to be the President and Secretary of REILLY TAR AND CHEMICAL CORPORATION, the corporation that executed the within and foregoing REAL ESTATE CONTRACT, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Veronica M. Bledsoe
NOTARY PUBLIC in and for the State of Indiana, residing at Indianapolis
VERONICA M. BLEDSOE
My Commission Expires Jan. 29, 1974

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On this 21st day of June, 1971, personally appeared Alfred X. Baxter and R. B. Mossman, to me known to be the President and Secretary of PUGET TIMBER COMPANY, the corporation that executed the within and foregoing REAL ESTATE CONTRACT, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Jacqueline R Radenbaugh
NOTARY PUBLIC in and for the State of California, residing at San Mateo.
MY COMMISSION EXPIRES AUGUST 27, 1971

R 200454

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 14 day of June, 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALEX CUGINI and ALEX CUGINI, JR., to me known to be the President and Secretary, respectively, of ALTINO PROPERTIES, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Notary Public in and for the State of Washington, residing at Renton

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN MATEO)

On this 21st day of June, 1971, before me, the undersigned, a Notary Public in and for the State of California, duly commissioned and sworn, personally appeared ALFRED X. BAXTER and R. B. MOSSMAN, to me known to be the President and Secretary, respectively, of J. H. BAXTER & CO., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

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

Jacqueline R Radenbaugh
Notary Public in and for the State of California, residing at San Mateo

MY COMMISSION EXPIRES AUGUST 27, 1971

R 200455

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 1971 personally appeared _____ and _____, to me known to be the President and Secretary of BARBEE MILLS, INC., the corporation that executed the within and foregoing REAL ESTATE CONTRACT, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
NOTARY PUBLIC in and for the State of Washington, residing at _____.

SCHEDULE "A"

DESCRIPTION
REILLY TAR & CHEMICAL CORPORATION PROPERTY

That portion of Government Lot 5 in Section 29, Township 24 North, Range 5 East, W.M. and shoreland adjoining lying Westerly of the Northern Pacific Railroad Right of Way and Southerly of a line described as follows:

Beginning at the quarter corner on the South line of said Section 29; thence North 89°58'36" West along the South line of said Lot 5 1,113.01 feet to the Westerly line of said Northern Pacific Railroad Right of Way; thence North 29°44'54" East 849.62 feet along said Right of Way line to a point hereinafter referred to as Point A; thence continuing North 29°44'54" East 200.01 feet to the true point of beginning of the line herein described; thence South 56°28'50" West 222.32 feet to a point which bears North 59°24'56" West 100.01 feet from said Point A; thence North 59°24'56" West to the inner harbor line and the end of said line description; Also that portion of said Government Lot 5 lying Southeasterly of Lake Washington Boulevard, Westerly of Secondary State Highway Number 2A and Northwesterly of the Right of Way of Public State Highway Number 1 as established by deed recorded under Auditor's File No. 5687408, containing 31.7 acres more or less (accuracy to one acre) of which 12.8 acres are underwater shorelands.

The Harbor Area Lease dated the 30th day of November, 1943, between the Port of Seattle and Peter C. Reilly for that area between the inner and outer harbor lines lying adjacent to the area described above in Lake Washington.

All rights and interest in and to that certain lease between Foss Tug & Barge for booming and rafting of logs on Lake Washington dated the 1st day of December, 1962, between Reilly Tar & Chemical and Foss Tug & Barge.

All rights and permits, if any, from the Army Corps of Engineers for placing and locating structures, wharves, dolphins, piers and other devices that are in interference with navigation and require permits from the Army Corps of Engineers located in that area described in the Harbor Area Lease referred to above.

SCHEDULE "B"

Reference Republic Creosoting Co. Drwg. #22M-1, Dated 3/27/1958 including revisions to 11/9/69, attached hereto and by this reference incorporated herein

Improvements to remain are as follows:

a.	Office structure immediately northeast of Tank #1	$ 2,500.00
b.	Pier and Equipment #18	25,000.00
c.	Pier and Equipment #19	7,500.00
d.	Pump and House #20	1,000.00
e.	Tanks Appurtenances and Equipment #23	72,500.00
f.	Tanks Appurtenances and Equipment #26	72,500.00
g.	Tanks Appurtenances and Equipment #31	1,000.00
h.	Tanks Appurtenances and Equipment #32	1,000.00
i.	Tanks Appurtenances and Equipment #33	1,000.00
j.	Tanks Appurtenances and Equipment #34	1,000.00
k.	Tanks Appurtenances and Equipment #35	7,500.00
l.	Tanks Appurtenances and Equipment #36	7,500.00
m.	Tanks Appurtenances and Equipment #37	20,000.00
n.	Tanks Appurtenances and Equipment #38	20,000.00
o.	Building & Equipment #40 (Less Pump)	500.00
p.	Building & Equipment #41	500.00
q.	All equipment improvements and natureal growth, including trees in sectors 1, 2, 5, 6, as shown on drawing referred to above. It is expressly understood that improvements no. 5, 7, 14, 22, 28 and 86 are to be removed.	1,000.00
r.	Water line extending from Building 40 to Building #2 and attached risers, hydrants, etc., including laterals	3,000.00
s.	4" product lines from immediately north of Tank #1 with attachments to and including rail loading/ unloading facility	4,000.00
t.	Two (2) pumps from Building #2 to be left on site	1,000.00

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is executed contemporaneously with that certain Real Estate Contract dated June 15, 1971 between the parties hereto concerning that certain real property in the City of Renton, County of King, State of Washington, described in Schedule A attached hereto and by this reference made a part hereof as if set forth in full. This supplemental agreement is between QUENDALL TERMINALS, a Joint Venture comprised of Puget Timber Company, a Washington corporation, and Altino Properties, Inc., a Washington corporation, hereinafter referred to as the "Purchaser," and REILLY TAR AND CHEMICAL CORPORATION, an Indiana corporation, hereinafter referred to as the "Seller," and J. H. BAXTER & CO., a California corporation, and BARBEE MILLS, INC., a Washington corporation, hereinafter referred to as the "Guarantors."

W I T N E S S E T H:

WHEREAS, Seller is selling to Purchaser under real estate contract the real property located in the City of Renton which was utilized by Seller since 1921 as a refinery producing as its main product creosote; and

WHEREAS, Purchaser has conducted extensive and intensive studies of the soil and underwater conditions of the subject real property, and it has been determined that parts of the subject real property have been saturated with certain hydrocarbons (hereinafter referred to as "residue"); and

WHEREAS, the Attorney General of the State of Washington and the Washington State Department of Ecology are investigating the existence of said residue; and

WHEREAS, Purchaser and Seller wish to provide for contingencies regarding the existence of said residue, now, therefore,

IN CONSIDERATION OF the execution of the aforedescribed real estate contract between the parties hereto, and the mutual promises herein contained, and as an integral part of said real estate contract sale, the parties hereto agree as follows:

1. Seller agrees to defend, at its own expense, any action commenced prior to June 15, 1976, to abate the residue condition or any part thereof and/or to recover damages on behalf of a party other than Purchaser, their successors in interest or guarantors, as a result of the existence of said residue condition. Seller further agrees to be solely responsible for any judgment rendered in such action subject to Purchaser's responsibility as defined in paragraph 2 hereof. The defense of any such action shall be under the control of Seller.

Any action for abatement of the residue condition or for damages as a result thereof commenced after June 15, 1976, shall be the sole responsibility of Purchaser.

2. Purchaser agrees that it will not knowingly engage in any excavation, construction or any other activity on the subject real property which will result in aggravating or compounding the residue condition as it exists on June 15, 1971. Purchaser's plans for any work which may result in aggravating or compounding said residue condition shall be submitted to Seller for written approval prior to the commencement of any such work. Purchaser agrees that no such work will be commenced until Seller approves thereof in writing. Seller agrees not to unreasonably withhold the giving of such approval.

3. Purchaser further agrees that it will present to the Washington State Department of Ecology a plan for abatement of said residue condition and that it will, at its own expense, take such steps as are legally necessary to minimize any possibility

of pollution problems resulting from said residue condition. In the event Purchaser determines that the steps legally necessary to abate the residue condition are not in Purchaser's opinion financially feasible. Purchaser shall have the right to limit its responsibility to Seller under this paragraph 3 by forfeiture of the real estate contract for the purchase of the subject real property.

4. Purchaser and Seller further agree that Seller shall not be responsible to Purchaser for any other damage, loss or expense incurred by Purchaser as a result of the existence of said residue condition or the commencement of any action.

5. The Guarantors agree that they jointly and severally guarantee the performance by Purchaser of the terms and conditions of this supplemental agreement.

6. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors in interest.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement this 15th day of June, 1971, contemporaneously with the aforedescribed real estate contract.

SELLER: REILLY TAR AND CHEMICAL CORPORATION

By _____
President

By _____
Secretary

PURCHASER: QUENDALL TERMINALS, a Joint Venture composed of PUGET TIMBER COMPANY, a Washington corporation, and ALTINO PROPERTIES, INC., a Washington corporation.

MEMBER OF JOINT VENTURE: ALTINO PROPERTIES, INC.

By _____
Alex Cugini, President

By _____
Alex Cugini, Jr., Secretary

GUARANTOR OF PURCHASER'S OBLIGATION: J. H. BAXTER & CO.

By _____
President

By _____
Secretary

MEMBER OF JOINT VENTURE: PUGET TIMBER COMPANY

By _____
President

By _____
Secretary

GUARANTOR OR PURCHASER'S OBLIGATION:

BARBEE MILL CO., INC.

By _____
Alex Cugini, President

By _____
Alex Cugini, Jr., Secretary

GUARANTOR:

BARBEE MILLS, INC.

By_____
President

By_____
Secretary

STATE OF INDIANA)
) ss.
COUNTY OF Marion)

On this 25th day of June, 1971, personally appeared Peter C. Reilly and Robert J. Boyle, to me known to be the President and Secretary of REILLY TAR AND CHEMICAL CORPORATION, the corporation that executed the within and foregoing SUPPLEMENTAL AGREEMENT, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Veronica M. Bledsoe
NOTARY PUBLIC in and for the State of Indiana, residing at Indianapolis
VERONICA M. BLEDSOE
My Commission Expires Jan. 29, 1974

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On this 21st day of June, 1971, personally appeared Alfred X. Baxter and R. B. Mossman, to me known to be the President and Secretary of PUGET TIMBER COMPANY, the corporation that executed the within and foregoing SUPPLEMENTAL AGREEMENT, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first written above.

Jacqueline R Radenbaugh
NOTARY PUBLIC in and for the State of CALIFORNIA, residing at San Mateo.
MY COMMISSION EXPIRES AUGUST 27, 1971

R 200464

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 1971, personally appeared _____ and _____, to me known to be the President and Secretary of ALTINO PROPERTIES, INC., the corporation that executed the within and foregoing SUPPLEMENTAL AGREEMENT, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
NOTARY PUBLIC in and for the State of Washington, residing at _____.

STATE OF CALIFORNIA)
) ss.
COUNTY OF San Mateo)

On this 21st day of June, 1971, personally appeared Alfred X. Baxter and R. B. Mossman, to me known to be the President and Secretary of J. H. BAXTER & CO., the corporation that executed the within and foregoing SUPPLEMENTAL AGREEMENT, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Jacqueline R Rodenbaugh
NOTARY PUBLIC in and for the State of California, residing at San Mateo.

MY COMMISSION EXPIRES AUGUST 27, 1971

R 200465

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 11 day of June, 1971, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ALEX CUGINI and ALEX CUGINI, JR., to me known to be the President and Secretary, respectively, of BARBEE MILL CO., INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Notary Public in and for the State of Washington, residing at Renton.

SCHEDULE "A"

DESCRIPTION
REILLY TAR & CHEMICAL CORPORATION PROPERTY

That portion of Government Lot 5 in Section 29, Township 24 North, Range 5 East, W.M. and shoreland adjoining lying Westerly of the Northern Pacific Railroad Right of Way and Southerly of a line described as follows:

Beginning at the quarter corner on the South line of said Section 29; thence North 89°58'36" West along the South line of said Lot 5 1,113.01 feet to the Westerly line of said Northern Pacific Railroad Right of Way; thence North 29°44'54" East 849.62 feet along said Right of Way line to a point hereinafter referred to as Point A; thence continuing North 29°44'54" East 200.01 feet to the true point of beginning of the line herein described; thence South 56°28'50" West 222.32 feet to a point which bears North 59°24'56" West 100.01 feet from said Point A; thence North 59°24'56" West to the inner harbor line and the end of said line description; Also that portion of said Government Lot 5 lying Southeasterly of Lake Washington Boulevard, Westerly of Secondary State Highway Number 2A and Northwesterly of the Right of Way of Public State Highway Number 1 as established by deed recorded under Auditor's File No. 5687408, containing 31.7 acres more or less (accuracy to one acre) of which 12.8 acres are underwater shorelands.

The Harbor Area Lease dated the 30th day of November, 1943, between the Port of Seattle and Peter C. Reilly for that area between the inner and outer harbor lines lying adjacent to the area described above in Lake Washington.

All rights and interest in and to that certain lease between Foss Tug & Barge for booming and rafting of logs on Lake Washington dated the 1st day of December, 1962, between Reilly Tar & Chemical and Foss Tug & Barge.

All rights and permits, if any, from the Army Corps of Engineers for placing and locating structures, wharves, dolphins, piers and other devices that are in interference with navigation and require permits from the Army Corps of Engineers located in that area described in the Harbor Area Lease referred to above.