



April 7, 2025

City Council
City of Snoqualmie
38624 SE River Street
Snoqualmie, WA 98065

RE: NWBF, LLC - Street Vacation Hearing April 14, 2025

Dear City Council:

The following information is sent for your consideration regarding the Petition for Street Vacation submitted by NWBF, LLC ("Petition"). This letter along with materials submitted by Dylan Gamble, Capital Improvement Plan Manager for City of Snoqualmie are offered in support of our recommendation that the City Council deny the request for street vacation.

Council Authority. The City Council has legislative authority over street vacations. Chapter 35.79 RCW, *Banchero v. City Council of City of Seattle*, 2 Wn. App. 519, 523, 468 P.2d 724 (1970). Petitions for street vacations must be signed by private owners of 2/3rds of the land adjacent to the subject public right-of-way, a public hearing is required, approval may be granted in whole or in part, and approval must be in the form of an ordinance RCW 35.79.030.

Council may only vacate a street when done for a public purpose or use. *London v. City of Seattle*, 93 Wn. 2d 657, 664, 611 P.2d 781 (1980). Washington courts have acknowledged that a city council is the proper entity to weigh public benefit of streets in their city. *Id.* at 662. Public use or purpose should be considered broadly. Streets are dedicated to the public use, pertain to the exercise of a governmental function, and are held for the benefit of the public. *Yarrow First Assocs. v. Town of Clyde Hill*, 66 Wn. 2d 371, 375–76, 403 P.2d 49 (1965). A street may be vacated when "it is no longer required for public use; or when its use as a street is of such little public benefit as not to justify the cost of maintaining it; or when it is desired to substitute a new and different way more useful to the public." *Young v. Nichols*, 152 Wash. 306, 308, 278 P. 159 (1929).

NWBF seeks to vacate Schusman Avenue adjacent to its Lot 1, Block 4 of the 1890 Plat of Snoqualmie Falls ("Lot 1/Block 4"). In NWBF's attorney's letter to the City Council dated March 4, 2025, NWBF was blunt about their intentions and said that if the City Council does not "formalize a vacation, NWBF will file suit for quiet title." The action before the City Council,

however, is a street vacation. Defending against NWBF's quiet title action to take ownership of Schusman Avenue will come during that litigation.

We assume NWBF will assert the "nonuser statute" in its quiet title action as is argued in its March 4 letter. For now, we add for Council's information that case law holds that the owner asserting the nonuser statute must prove that the road was unopened for public use during the period in question, and that the public does not have to take physical possession of the road for it to have been open for public use.

Factual Background. NWBF explained in its Petition that it obtained title to Lot 1/Block 4 by foreclosing on a Deed of Trust. (Attachment 1 and 2). The Deed of Trust and NWBF's deed are in the name of ISOLA Financial LLC; NWBF operated under that name until 2016 (Attachment 3).

The right-of-way NWBF seeks to vacate was dedicated to the public using the following language in the 1890 Plat of Snoqualmie Falls (Attachment 4):

Know all men by these presents, that the Snoqualmie Land and Improvement Company, a corporation, existing under the laws of the State of Washington, and being the owner in fee simple of the lands in King County, State of Washington, particular described ... does hereby declare this plat of the township of Snoqualmie Falls, and **does hereby dedicate to the use of the public forever, all streets and alleys, shown on said plat.** (emphasis added)

NWBF's land includes an area previously vacated by the Town of Snoqualmie in 1910 under Ordinance No. 124 (Attachment 5 and 6). No portion of Schusman Avenue adjacent to Lot 1/Block 4 was vacated by Ordinance No. 124. NWBF argues that "this area should have been vacated to the Property." Petition at 4. The plain language used in Ordinance No. 124 shows, however, that this was not the case. Ordinance No. 124 expressly vacated Schusman Avenue adjacent to Lot 1/**Block 3**, but not Lot 1/Block 4.

NWBF claims as fact that the City allowed and permitted construction of a structure in 1940 and issued subsequent "multiple" permits. Petition at 4. No documents were attached to support these claims. There are no permits for the initial construction of the structure, and no evidence that the City knew the structure was built within Schusman Avenue rather than within Lot 1/Block 4.

Recommendation. As explained in Dylan Gamble's material, the City continues to have a public use for Schusman Avenue. For this reason, the recommendation is that Council deny the petition to vacate because there continues to be a public use for the area as it exists as public right-of-way.

Conditions of Approval for Street Vacation. If Council decides to grant the street vacation, in whole or in part, we recommend three (3) conditions be included in the ordinance.

1. Prior to the street vacation being effective, submit to Council for Council approval a legal description and survey by a licensed surveyor of the area NWBF seeks to have vacated in the Petition. Include in the survey Park Street, Schusman Avenue, and Lots 1 – 8 in Block 4 of the Plat of Snoqualmie Falls (Volume 6 of Plats, Page 51, K.C.).

This information is necessary to provide Council with a clear understanding of what is being vacated. NWBF included the following legal description in the Petition of the area they seek to have vacated:

All right of way East of Lot 1, Block 4, Plat of Snoqualmie Falls as per plat recorded in Volume 6 of Plats, Page 51, records of King County, less area dedicated for Park Street right of way, as reflected in survey by Harry Thompson dated July 22, 1919.

NWBF's legal description relies on a 1919 unrecorded survey that conflicts with a survey recorded in 1997 (Attachments 7 and 8). Current aerial photographs show Park Street aligning with the 1997 survey depiction. (Attachment 9). The 1919 survey includes Park Street as larger portions of platted lots 3, 4, 5, 6, 7, and 8 than does the 1997 survey. NWBF provides no survey information to Council regarding the actual physical location of Park Street in relationship to the 1919 survey. Instead, NWBF says that "On information and belief" Park Street is built within the 1919 survey. NWBF also did not provide Council with any depiction of its legal description.

In its Petition, NWBF offers to trade the City portions of Schusman Avenue for portions of Park Avenue that NWBF asserts the City does not own (within Lot1/Block 4). Petition at 4. Again, the action before the City Council is a street vacation. Defending against a quiet title action to take ownership of Schusman Avenue and Park Avenue will come during litigation.

2. Prior to the street vacation being effective, submit to Council for Council approval a third-party peer review, an appraisal performed by an MAI qualified appraiser of 100% of the value of the area to be vacated.

State statute provides that if the area to be vacated has been part of the public right-of-way for 25 years or more, then the petitioners must pay 100% of the value of the area to be vacated.

RCW 35.79.030 ... If the legislative authority determines to grant the petition or any part thereof, such city or town shall be authorized and have authority by ordinance to vacate such street, or alley, or any part thereof, and the ordinance may provide that it shall not become effective until the owners of property abutting upon the street or alley, or part thereof so vacated, **shall compensate such city or town in an amount which does not exceed one-half the appraised value of the area so vacated.**

If the street or alley has been part of a dedicated public right-of-way for **twenty-five years or more**, ..., the city or town may require the owners of the property abutting the street or alley to **compensate the city or town in an amount that does not exceed the full appraised value of the area vacated**. ... (emphasis added)

3. In the ordinance granting the street vacation, reserve for the City an easement and the right to grant easements for public utilities and services.

RCW 35.79.030 ... The ordinance may provide that the city retain an easement or the right to **exercise and grant easements in respect to the vacated land for the construction, repair, and maintenance of public utilities and services**. (emphasis added)

I will be available during the public hearing to answer any questions.

Very Truly Yours,

Madrona Law Group, PLLC



Kim Adams Pratt

ATTACHMENT #1

RETURN TO:

Isola Financial, LLC
450 Shattuck Ave South
Suite 201
Renton, WA 98057



DEED OF TRUST

(For Use In The State of Washington Only)

THIS DEED OF TRUST, made this 7th day of DECEMBER, 2009, between RICHARD CLARK and KAREN CLARK, husband and wife, GRANTOR, whose address is 39170 SE Park Street, Snoqualmie 98065, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, TRUSTEE, whose address is 818 Stewart Street, Suite 800, Seattle, WA 98101, and ISOLA FINANCIAL, LLC, a Washington Limited Liability Company, BENEFICIARY, whose address is 450 Shattuck Avenue South, Suite 201, Renton WA 98057.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in Trust, with power of sale, the following described real property in King County, Washington:

Lot 1, Block 4 of SNOQUALMIE FALLS, according to the plat thereof recorded in Volume 6 of Plats, page 51, records of King County, Washington,

TOGETHER WITH that portion of vacated Park Avenue lying between Lot 1 in Block 3 and Lot 1 in Block 4 of SNOQUALMIE FALLS, as per plat recorded in Volume 6 of Plats, on page 51, records of King County;

EXCEPT the West half of the North half thereof.

OLD REPUBLIC TITLE LTD.

SITUATE in the County of King, State of Washington

Assessor's Tax Parcel ID No.: 784920-0064-09

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

The purpose of this loan and the intended use of its proceeds is for commercial, investment or business purposes and no portion hereof is intended for personal use.

Old Republic Title, Ltd. has placed this document of record as a customer courtesy and accepts no liability for the accuracy or validity of the document.

This Deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Fifteen Thousand and 0/100 Dollars (\$15,000.00) with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees.

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the Note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sales as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrances for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisee, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

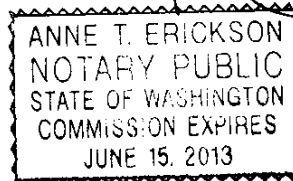
9. If all or any part of the property or an interest therein is sold or transferred by Grantor without the Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) a transfer by device, descent or by operation of law upon the death of the Grantor, or (c) the grant of any leasehold interest of three (3) years or less not containing an Option to Purchase, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

If Beneficiary exercises such option to accelerate, Beneficiary shall mail Grantor notice of acceleration at the last known address of the Grantor, and such notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Grantor, invoke any remedies permitted by Paragraph 4 hereof, or otherwise allowed by law.

Richard Clark
RICHARD CLARK, GRANTOR

Karen Clark
KAREN CLARK, GRANTOR

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)



On this day personally appeared before me RICHARD CLARK and KAREN CLARK, 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 and voluntary act and deed, for the uses and purposes therein mentioned.

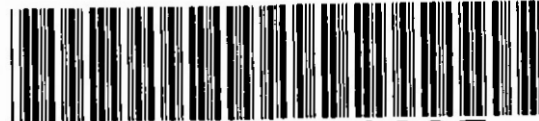
GIVEN under my hand and official seal this 4th day of December, 2009.

My appt expires
6/15/13

[Signature]
Notary Public in and for the State of Washington
Residing at Keneland

WHEN RECORDED RETURN TO

Law Offices of Gary O. Olson, P.C.
3900 E. Valley Hwy., Suite 204
Renton, WA 98057

**20120619001095**

OLSON6234 TD 64.00
PAGE-001 OF 003
06/19/2012 13:27
KING COUNTY, WA

E2549242

06/19/2012 13:27
KING COUNTY, WA
TAX
SALE

\$10.00
\$0.00

PAGE-001 OF 001

TRUSTEE'S DEED

The GRANTOR, Gary O. Olson, as present Trustee under that Deed of Trust, as hereafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to: ISOLA Financial, LLC, a Washington Limited Liability Company, GRANTEE, that real property, situated in the County of King, State of Washington, described as follows:

Lot 1, Block 4 of Snoqualmie Falls, according to the Plat recorded in Volume 6 of Plats, Page 51, records of King County, Washington,

Together with that portion of vacated Park Avenue lying between Lot 1 in Block 3 and Lot 1 in Block 4 of Snoqualmie Falls, as per plat recorded in Volume 6 of Plats, Page 51, records of King County;

Except the West half of the North half thereof.

Situate in the County of King, State of Washington.

Tax Parcel No. 784920-0064-09

RECITALS:

1. This Conveyance is made pursuant to the powers, including the power of sale, conferred upon the Trustee by that certain Deed of Trust between Richard Clark and Karen Clark, Grantors, to First American Title Insurance Company, Trustee, and ISOLA Financial, LLC, Beneficiary, dated December 7, 2009, recorded under King County Recording No. 20091209001382, records of King County, Washington. The undersigned Trustee was appointed by Beneficiary on March 8, 2012, which document was recorded under King County Recording No. 20120315000687.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a Promissory Note in the sum of \$140,813.75 with interest thereon, according to the terms thereof, in favor of ISOLA Financial, LLC, and to secure any other sums of money which might become due and payable under the terms of said

Deed of Trust.

3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
4. Default having occurred in the obligations secured and/or covenants of the Grantors as set forth in the "Notice of Trustee's Sale" described below, which by the terms of the Deed of Trust made operative the power to sell, the thirty day advance "Notice of Default" was transmitted to the Grantors, or their successor in interest, and a copy of said Notice was posted or served in accordance with law.
5. ISOLA Financial, LLC, being then the holder of the indebtedness secured by said Deed of Trust, requested said Trustee to sell the described property in accordance with the law and the terms of said Deed of Trust.
6. The Trustee, in compliance with the terms of said Deed of Trust and RCW 61.24.040, executed and on March 15, 2012, recorded in the office of the Auditor of King County, Washington, a Notice of Trustee's Sale of said property, under King County Recording No. 20120315000688.
7. The Trustee, in its aforesaid Notice of Trustee's Sale, fixed the place of sale as at the Fourth Avenue entrance to the King County Administration Building, 500 Fourth Avenue, Seattle, Washington, at 10:00 a.m. on June 15, 2012, and in accordance with RCW 61.24.040, caused copies of the statutory Notice of Trustee's Sale to be transmitted by mail to all persons entitled thereto and either posted or served prior to ninety (90) days before the sale. The Trustee also caused a copy of said Notice of Trustee's Sale to be published once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the date of sale, all in accordance with RCW 61.24.040.
8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.
9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.
10. The defaults specified in the "Notice of Trustee's Sale" not having been cured and said obligation secured by said Deed of Trust remaining unpaid, on June 15, 2012, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest bidder therefor, the property hereinabove described, for the sum of One Hundred Ninety-Two Thousand Fifty-Eight and 00/100 Dollars (\$192,058.00) (by the satisfaction of the obligation then secured by said Deed of Trust, together with all fees, costs, and expense as provided by statute).

DATED this 19 day of June, 2012.


Gary O. Olson, Trustee

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this day personally appeared before me GARY O. OLSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of June, 2012.

Melissa Lombardy
NOTARY PUBLIC in and for the State
of Washington, residing at Kent
My commission expires: 3-29-2015



Office of the Secretary of State
Corporations & Charities Division

Limited Liability Company

See attached detailed instructions

☐ Filing Fee \$30.00

☒ Filing Fee with Expedited Service \$80.00

02/16/16 3108739-

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\$80.00 K

FILED: 3180938

SECRETARY OF STATE

February 16, 2016

STATE OF WASHINGTON

UBI Number: 602873258

CERTIFICATE OF AMENDMENT

Chapter 23.95 RCW

SECTION 1

NAME OF LIMITED LIABILITY COMPANY (LLC): (as currently recorded with the Office of the Secretary of State)

ISOLA FINANCIAL, LLC

SECTION 2

AMENDMENTS TO CERTIFICATE: (if necessary, attach additional information. If changing the name it must contain one of the following designations: Limited Liability Company, Limited Liability Co or one of these abbreviations: L.L.C. or LLC. If the designation is omitted, it will default to LLC when processed)

Change name to: NWBF, LLC

SECTION 3

EFFECTIVE DATE OF AMENDMENTS TO CERTIFICATE: (please check one of the following)

☒ Upon filing by the Secretary of State

☐ Specific Date: _____ (Specified effective date must be within 90 days AFTER the Amended Certificate has been filed by the Office of the Secretary of State)

SECTION 4

EXECUTOR INFORMATION (see instructions page)

This document is hereby executed under penalties of perjury, and is, to the best of my knowledge, true and correct.

X Signature

Matthew J. LePage, Member

Printed Name/Title

Feb. 8, 2016

Date

(206) 582-7900

Phone

ATTACHMENT #4

Explanation.

The initial point of this plat is the point of intersection of the centerline of the Seattle, Lake Shore and Eastern Ry. with the line between Sections 30 and 31, which point is 592 feet West of the corner to Sections 29, 30, 31 and 32, Township 24 North, Range 3 East, N.M. Streets are 60 feet wide, except where otherwise indicated on the plat. Alleys are 16 feet wide. The standard size of lots is 60 feet by 120 feet and 30 feet by 120 feet. Fractional lots are in dimensions as indicated on the plat. The line A-E on this plat is a base line to which all streets, alleys, block and lot lines etc. are parallel or at right angles or at such angles as may be indicated. The Seattle, Lake Shore and Eastern Ry. right of way is 100 feet wide.

Description.

This plat of the townsite Snoqualmie Falls embraces Lot 5 of Section 30, the Northeast Quarter of the Northeast Quarter of Section 31, Lot 7 and the Southwest Quarter of the Northeast Quarter of Section 32, all in Township 24 North, Range 3 East, N.M. King County, Wash.

Dedication.

Know all men by these presents, that the Snoqualmie Land and Improvement Company, a corporation, existing under the laws of the State of Washington, and being the owner in fee simple of those lands in King County, State of Washington, particularly described as Lot 5 in Section 30 and the Northeast Quarter of the Northeast Quarter of Section 31, and Lot 7, and the Southwest Quarter of the Northeast Quarter of Section 32, all in Township 24 North, Range 3 East, N.M. do hereby declare this plat of the townsite of Snoqualmie Falls, and does hereby dedicate to the use of the public forever, all streets and alleys shown on said plat.

In Witness Whereof the said corporation has caused its corporate name to be signed hereto by its President and its corporate seal to be hereunto affixed by its Secretary, this 20th day of September A.D. 1890.

By Allen P. Mitten
Its President
T. G. Wilson Secretary of
Snoqualmie Land and Improvement Company.

Signed, Sealed and delivered
In the Presence of
C. T. Conover
S. L. Crawford.



Acknowledgment.

State of Washington } ss.
County of King }

This is to certify, that on this 20th day of September A.D. 1890, before me, the undersigned, a Notary Public in and for the State of Washington, residing at the City of Seattle, personally came Allen P. Mitten, and T. G. Wilson, to me known to be the identical persons, who, as President and Secretary, respectively, of the Snoqualmie Land and Improvement Company, executed the above and foregoing dedication, as the act and deed of said corporation. And the said Allen P. Mitten acknowledged to me that, as the President of the said Snoqualmie Land and Improvement Company, he signed the name of said Corporation to the above and foregoing instrument and his own name as President thereof, freely and voluntarily and as and for the free and voluntary act and deed of the said Snoqualmie Land and Improvement Company. And the said T. G. Wilson, acknowledged to me that, as the Secretary of said Corporation, he affixed to said dedication the corporate seal of said company and his own name as such Secretary, freely and voluntarily and as and for the free and voluntary act and deed of the said Snoqualmie Land and Improvement Company.

In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal the day and year, in this certificate first above written.



C. T. Conover, Notary Public,
residing at the City of Seattle in said County and State.

Legend.

This plat is made for the purpose of correcting errors of description in the original plat, filed for record, Aug. 6th 1889, reworded at page 179 of volume 3 of plats, whereby the NE 1/4 of Section 31 was described as the NW 1/4 of NW 1/4 of Section 31, and Range 3 was described as Range 8.

63366.

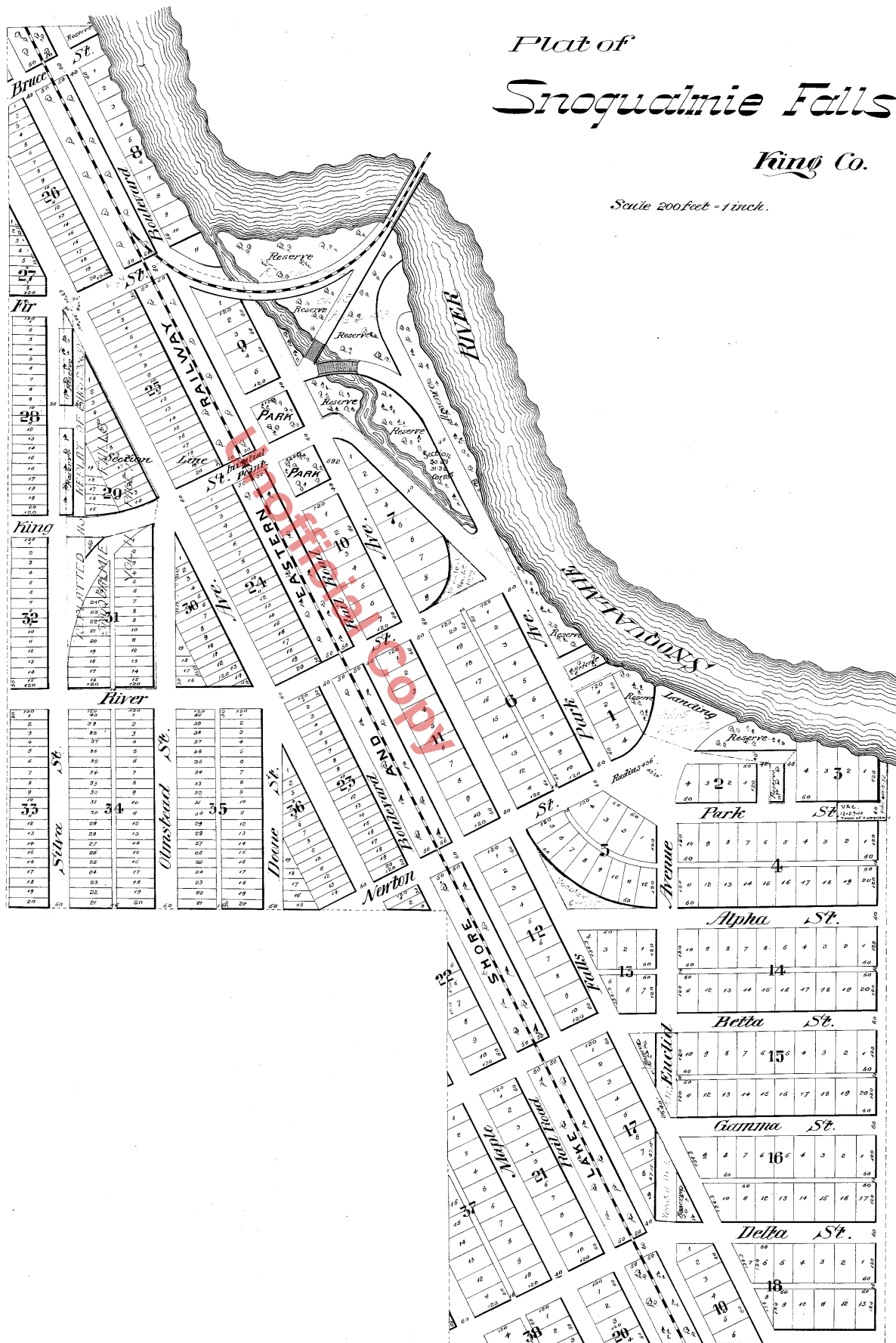
Filed for record at the request
of Mr. A. E. Mitten
Sept. 25 A.D. 1890
at 10 min. past 4 P.M.
and recorded in Vol. VI of
Plats page 51
Records of King County, Wash.

W. P. Smith
County Auditor

A. E. Ritz, Rec.

King Co.

Scale 200 feet = 1 inch.



ATTACHMENT #5

ORDINANCE NO. 124

Being an Ordinance vacating Park Ave. abutting on Lots One (1) and Two (2), Block Three (3), and Lots One (1) and Two (2), Block Four (4) also street abutting on East side of Block Three (3) to County road, Plat of Snoqualmie Falls.

Be it ordained by the Town of Snoqualmie, Wash. as follows:

Sec. 1-Property vacated to James Christman.

Sec. 1--That there is and is hereby vacated unto James Christman, his heirs, executors or assigns the following described property located in the Town of Snoqualmie Falls. That part of Park Ave. abutting on Lots One (1) and Two (2), Block Four (4), Lots One (1) and Two (2), Block Three (3), also street abutting on East side of Block Three to County Road.

Sec. 2-Time of effect of ordinance.

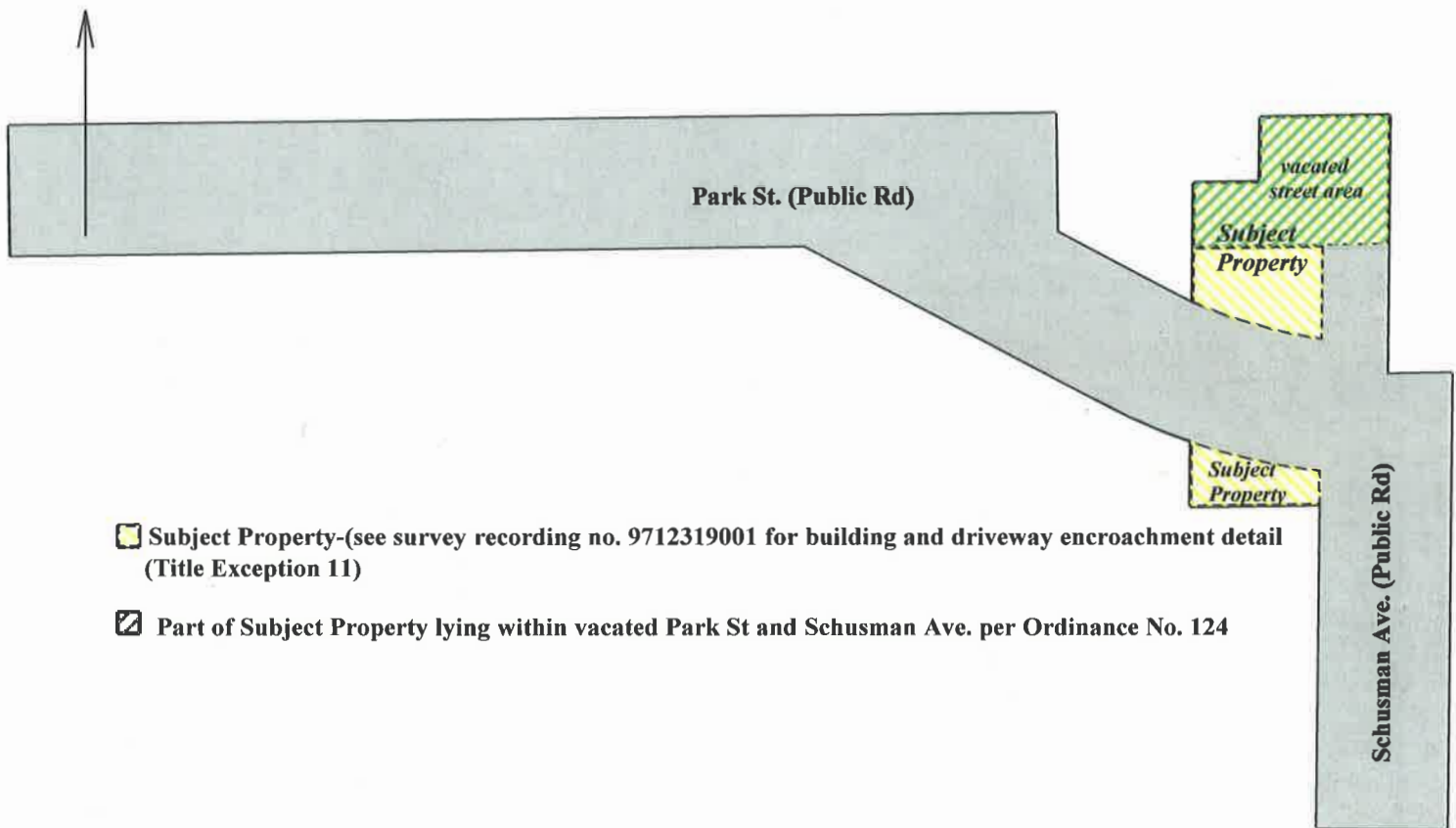
Sec. 2--This ordinance shall take effect and be in force from and after it shall have passed the Council, been approved by the Mayor, attested by the Clerk and published according to law.

Passed the council this 27th day of Dec. 1910.

Approved By the Mayor this 27th day of Dec. 1910.

Attest: Otto Reinig, Clerk, Pro Tem.
Otto Reinig, Mayor

ATTACHMENT #6



☐ Subject Property-(see survey recording no. 9712319001 for building and driveway encroachment detail (Title Exception 11))

☒ Part of Subject Property lying within vacated Park St and Schusman Ave. per Ordinance No. 124

City of Snoqualmie Riverfront Reach Isola Financial LLC

8/27/2014

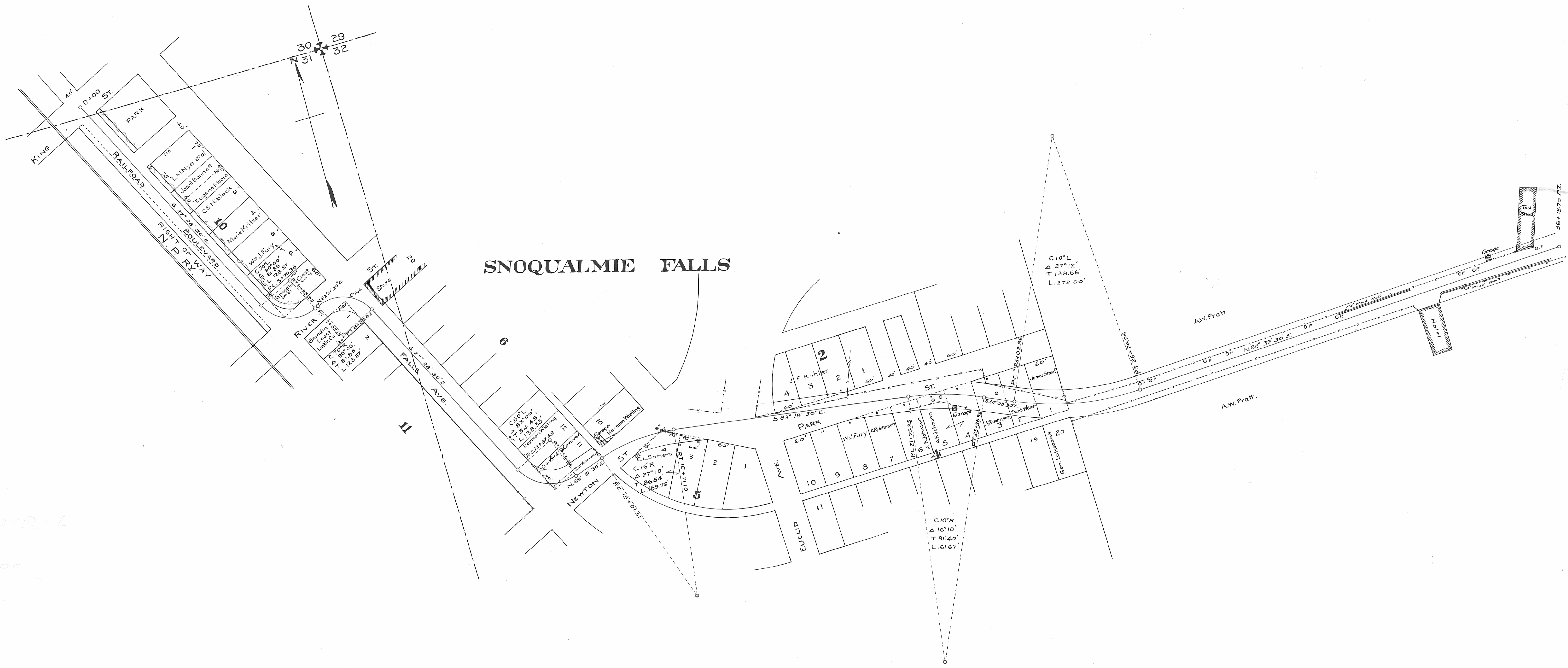
Scale: 1 inch= 87 feet

File: City of Snoqualmie Riverfront Reach Isola Financial LLC.ndp

Tract 1: 0.0000 Acres (0 Sq. Feet), Closure: n82.1052w 507.57 ft. (1/1), Perimeter=521 ft.
 Tract 2: 0.0095 Acres (412 Sq. Feet), Closure: n80.3620w 610.25 ft. (1/1), Perimeter=626 ft.
 Tract 3: 0.0063 Acres (275 Sq. Feet), Closure: s76.5928e 61.39 ft. (1/2), Perimeter=107 ft.
 Tract 4: 0.0095 Acres (412 Sq. Feet), Closure: n80.3620w 610.25 ft. (1/1), Perimeter=626 ft.
 Tract 5: 0.6612 Acres (28800 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1080 ft.
 Tract 6: 0.2643 Acres (11511 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/223820), Perimeter=588 ft.
 Tract 7: 0.0652 Acres (2842 Sq. Feet), Closure: s74.1220e 62.13 ft. (1/5), Perimeter=310 ft.
 Tract 8: 0.0302 Acres (1315 Sq. Feet), Closure: n79.1745w 0.01 ft. (1/15679), Perimeter=168 ft.
 Tract 9: 0.1532 Acres (6672 Sq. Feet), Closure: s68.1004e 0.02 ft. (1/20661), Perimeter=372 ft.
 Tract 10: 1.2557 Acres (54700 Sq. Feet), Closure: s16.4309e 0.01 ft. (1/294573), Perimeter=1952 ft.
 Tract 11: 0.0023 Acres (100 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=40 ft.
 Tract 12: 0.0000 Acres (0 Sq. Feet), Closure: n89.1814e 90.00 ft. (1/1), Perimeter=90 ft.
 Tract 13: 0.1035 Acres (4507 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/63823), Perimeter=300 ft.
 Tract 14: 0.0023 Acres (100 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=40 ft.

ATTACHMENT #7

SNOQUALMIE FALLS



1525
Snoqualmie Falls
Secs. 31-32 T24N R1E
Scale 1" = 100'

119 24

77	31-9002	03:35:00	SP	KING COUNTY RECORD	001	MMT	35.00
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King County

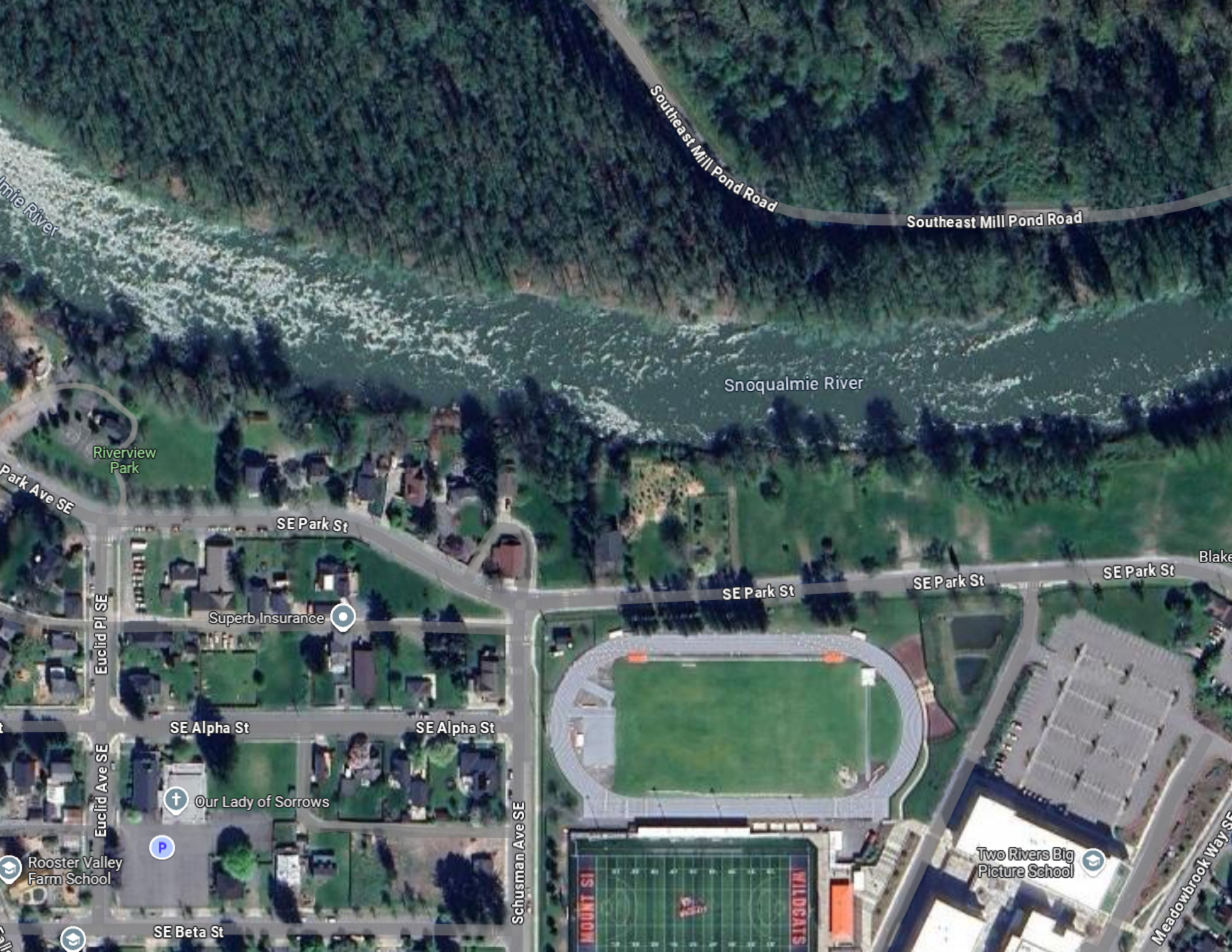


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Date: 4/3/2025



King County



Southeast Mill Pond Road

Southeast Mill Pond Road

Snoqualmie River

Riverview Park

SE Park St

Superb Insurance

SE Alpha St

SE Alpha St

Our Lady of Sorrows

Rooster Valley Farm School

SE Beta St

SE Park St

SE Park St

SE Park St

Blake

Two Rivers Big Picture School

Meadowbrook Way SE

Schusman Ave SE

Euclid Pl SE

Euclid Ave SE