

BEFORE THE
SURFACE TRANSPORTATION BOARD

ENTERED
Office of Proceedings
May 4, 2022
Part of
Public Record

Docket No. AB-1316X

GNP RLY, INC. – ABANDONMENT EXEMPTION –
IN KING COUNTY, WASHINGTON

SECOND SUPPLEMENT TO VERIFIED NOTICE OF EXEMPTION

James H. M. Savage, Esq.
22 Rockingham Court
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908 361-7097

Attorney for GNP RLY, Inc.

Dated: May 3, 2022

BEFORE THE
SURFACE TRANSPORTATION BOARD

Docket No. AB-1316X

GNP RLY, INC. – ABANDONMENT EXEMPTION –
IN KING COUNTY, WASHINGTON

SECOND SUPPLEMENT TO VERIFIED NOTICE OF EXEMPTION

On April 19, 2022 GNP RLY, Inc. (“GNP”) filed a supplement to its Verified Notice of Exemption filed in this docket, in which GNP confirmed its intention to railbank the Line, contingent on Board issuance of a Notice of Interim Trail Use covering the Line.¹ GNP mentioned that it has entered into an agreement with the City of Woodinville, Washington that commits GNP to railbank the Line, excluding a stub-end spur depicted on Exhibit B to the Verified Notice of Exemption as a short spur extending into Bothell, Washington. That spur is not connected to any active or railbanked right-of-way other than the Line itself.

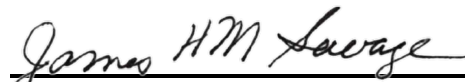
In further support of the declarations contained in the Supplement, Exhibit A to this Second Supplement is a fully executed copy of the March 2021 Settlement Agreement between GNP and

¹ In this docket “the Line” refers to a 2.58 mile segment of GNP’s rail line located in the City of Woodinville, together with a spur that extends into Bothell, Washington. *See* Verified Notice of Exemption at 1 (filed March 18, 2022).

the City of Woodinville.² Section 2 of that Agreement commits GNP and the City to undertake joint efforts to railbank the Line (described therein as “the Woodinville Segment”), and Section 3 commits the parties to implement railbanking following issuance of a NITU Order. GNP fully intends to meet its portion of those commitments, contingent only on Board issuance of a NITU Order.

Based on the assurances in this verified statement, GNP requests that the Board lift its April 11, 2022 Order holding this proceeding in abeyance.

Respectfully submitted,

A handwritten signature in black ink that reads "James H.M. Savage". The signature is written in a cursive style and is positioned above a horizontal line.

James H.M. Savage
22 Rockingham Court
Germantown, MD 20874
jsavagelaw@aim.com
908 361-7097

Attorney for GNP RLY, Inc.

Dated: May 3, 2022

² Exhibit A redacts the amounts of a payment due to GNP under the Agreement, and the price for an option granted to GNP under the Agreement because those numbers are proprietary and irrelevant to the point that the Agreement commits GNP to railbank the Line.

VERIFICATION

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, Kevin Kucera, being duly sworn, depose and state that I am the President of GNP RLY, Inc. (“GNP”); that I am authorized to make this verification; and that I have read the foregoing Second Supplement To Verified Notice of Exemption and know the facts asserted therein are true and accurate as stated, to the best of my knowledge, information, and belief.

Kevin Kucera

SUBSCRIBED AND SWORN TO before me this ____ day of May, 2022.

My Commission Expires: _____

Notary Public

EXHIBIT A

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is entered into and effective as of March 16, 2021, by and between the City of Woodinville (the "City"), GNP RLY Inc. ("GNP"), NW Signal Maintenance, LLC ("NW Signal") and Kevin Kucera ("Kucera"), each individually a "Party" and collectively the "Parties."

RECITALS

A. In 2009, BNSF Railway Company ("BNSF") conveyed fee title to the Snohomish to Woodinville, Washington Branch Line railroad right of way ("the Line"), between approximate mileposts 23.8 and 38.25, to the Port of Seattle. BNSF retained a rail freight easement burdening the same property ("the Freight Easement"). BNSF conveyed the Freight Easement to GNP. The quit claim deed for BNSF's conveyance to the Port of Seattle, recorded under King County recording no. 20091218001536, documents as a covenant running with title BNSF's obligation, pursuant to sections 6 and 7 of the Purchase and Sale Agreement between BNSF and Port of Seattle dated May 12, 2008, to reimburse costs to investigate, remediate, respond to or otherwise cure hazardous substance releases or any violations of environmental laws occurring as a result of operations of BNSF or its corporate predecessors ("BNSF Remediation Obligation").

B. In 2015 the City purchased from the Port of Seattle the fee title underlying the Woodinville segment of the Freight Easement between mileposts 23.8 and 26.38 ("the Woodinville Segment"), and including several industrial rail spurs.

C. To resolve certain conflicts clouding title to the Freight Easement, the City commenced a quiet title action (King County Superior Court Cause No. 20-2-02815-1 SEA) in order to secure a determination of who owns the Freight Easement in order to properly manage the City-owned property burdened by the Freight Easement. GNP, NW Signal and Kucera, among others, are named as defendants in such action.

D. At the time of execution of this Agreement, there is pending before the Surface Transportation Board ("STB") Docket Nos. 35692 and 35730. By decision in such proceedings served December 21, 2020, the STB vacated *ab initio* the acquisition exemption for Eastside Community Rail LLC ("ECR") and held that STB authorization to provide common carrier service on the Line reverted to GNP.

E. Rail service over the entire Line was embargoed in 2020 due to lack of necessary maintenance and repairs. Current demand for freight rail service within the City of Woodinville is limited such that revenue from such operations would not realistically justify the costs of maintenance and repairs that would be needed in order to lift the embargo.

F. The Parties desire to resolve remaining issues pertaining to ownership and future use of the Woodinville Segment, and related matters.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Quiet Title. Within the timeframe contemplated in the current case schedule in King County Superior Court Cause No. 20-2-02815-1 SEA, the Parties shall file a joint motion for summary judgment seeking judgment that GNP alone owns the Freight Easement within Woodinville, and dismissing any interests in the Freight Easement asserted by any other defendant in such Cause. The City shall have primary responsibility for drafting, filing and arguing such motion and any reply in support thereof; *provided*, that GNP may participate in support of such effort at GNP's cost.

2. Railbanking. On or before March 22, 2021, GNP and the City shall commence and undertake joint efforts to railbank the Woodinville Segment.

a. Process. The Parties agree that such effort includes in substance the steps detailed in Exhibit 1 ("Railbanking Process and Timeline"). The City shall be responsible for preparation of any and all correspondence, notices, National Environmental Policy Act reports (including for the West Spur described in Section 3) leading to an STB-approved environmental assessment of the impacts of abandonment of rail service, and STB filings required to achieve railbanking, including paying all applicable filing fees and direct costs incurred in such effort. The City shall reimburse GNP's legal costs incurred in the reasonable and necessary prospective review of draft STB filings and submittals, not to exceed a total of ten thousand dollars (\$10,000). The City shall further provide GNP with copies of the documents referenced in this paragraph throughout this process. GNP, NW Signal and Kucera shall fully cooperate with and formally support railbanking of the Woodinville Segment, including without limitation executing and allowing the City to file on GNP's behalf such documents as may reasonably be necessary to achieve railbanking of the Woodinville Segment.

b. Negotiations with Rail Customers. The Parties shall work jointly to secure the support for railbanking of any person or entity that received rail service over the Woodinville Segment during the two years prior to the filing date of GNP's petition for exemption ("Rail Customer"). The City shall be responsible for any costs incurred to secure a Rail Customer's support for abandonment of service, or to secure any necessary authority to abandon service to a Rail Customer.

3. Railbanking Achieved. Upon the final effective date (following any appeals) of an STB Decision and Notice of Interim Trail Use or Abandonment ("NITU Order") authorizing GNP to abandon or railbank rail service over the Woodinville Segment, and subject to any delays resulting from the filing of an Offer of Financial Assistance as provided in 49 CFR 1152.27 ("the Date of Finality"), the following provisions shall take effect:

a. Payment. The City shall pay GNP the sum of [REDACTED] within 45 days of the Date of Finality.

b. Conveyance of Freight Easement. GNP shall convey to the City by quit claim deed all of GNP's right, title and interest in that portion of the Freight Easement that is located in King County, Washington, excluding the West Spur referenced in subsection c of this Section (the property to be conveyed pursuant to this subsection 3(b) being legally described in Exhibit 2) within 45 days of the Date of Finality.

c. West Spur.

(i) Option to Purchase. GNP shall have the option to purchase [REDACTED] all of the City's right, title and interest in King County Parcel No. 0926059177 and that portion of Parcel No. 0926059043 lying southwest of the west terminus of the rail bridge spanning the Sammamish River (in aggregate, the "West Spur," legally described in Exhibit 3 and depicted in Exhibit 4), or any portion of such West Spur ("the Option"). The Option shall expire 45 days following the Date of Finality. If GNP notifies the City within 45 days following the Date of Finality of its intent to exercise the Option, the City shall convey the West Spur or the portion thereof designated by GNP to GNP or its designee via quit claim deed, as-is and without warranty, but to include the BNSF Remediation Obligation. In event that any adjacent parcels of property have been omitted from the legal description and depiction in Exhibits 3 and 4 that relate to the Northern Pacific Railway at the location of the West Spur, the City shall work with GNP to amend the legal description and depiction to accurately reflect the inclusion of those parcels as a component of this transaction. The City may retain a perpetual easement over the portion of the West Spur including and east of 128th Place NE for purposes of maintenance, repair and/or removal of the aforementioned rail bridge, which easement shall terminate upon complete removal of such bridge and any related site restoration. GNP's failure to exercise the Option shall not affect any other provision of this Agreement.

(ii) Additional Property Right Conveyances. Regardless of whether GNP exercises the Option, the following provisions shall apply to this Agreement:

1) The City shall provide GNP with perpetual property rights (*e.g.*, easement or license) over property owned or controlled by the City, adequate to facilitate the placement by GNP or its designee of any number of conduits totaling no more than six inches in diameter from the West Spur (or if GNP does not exercise the option, from King County Parcel No. 0926059069) to a location within the Woodinville Segment, determined by the City, which is north/east of the east terminus of the rail bridge spanning SR-202/131st Avenue NE, in the general location indicated on Exhibit 5 ("Property Right"); *provided*, that the Property Right shall be subject to all property interests in the land burdened by the Property Right existing as of the conveyance date; and *further provided* that GNP shall secure all permits and approvals required by applicable law and/or codes for the design, location and installation of the conduit line.

2) The City shall provide GNP or its designee a license to install any number of conduits totaling no more than six inches in diameter if and when any rail crossings (inclusive of private/grade crossings) are removed by or on behalf of the City within the Woodinville Segment. These costs shall be the responsibility of the City in all cases; *provided*, that GNP or its designee shall be responsible for any costs solely relating to procurement and placement of such conduit. GNP or its designee shall indemnify the City against any losses or claims of any kind arising out of GNP's or its designee's exercise of such license right.

d. STB Notification.

(i) Within 10 days of the closing of the transaction referenced in subsection (b) of this Section, GNP and the City shall jointly file with the STB a notice that an interim trail use agreement has been reached covering the Woodinville Segment, excluding the West Spur. Any time thereafter, and subject to any conflicting order from the STB, the City may

remove the track, ties and other rail infrastructure from some or all of the Woodinville Segment, subject to subsection (e) of this Section.

(ii) Within 10 days of the closing of the transaction referenced in subsection (b), GNP shall file with the STB a notice of consummation of abandonment of the West Spur.

4. Miscellaneous.

a. This Agreement shall be interpreted in accordance with the laws of the state of Washington, and venue shall be in King County, Washington.

b. Should it be necessary to institute any action to enforce the terms of this Agreement, the prevailing party in any such action shall be entitled to recover its reasonable attorney fees, as well as all costs of the action. Remedies available in the event of such action shall include an order requiring specific performance of any obligation hereunder.

c. This is a fully integrated Agreement and contains the entire Agreement between the Parties. Any prior written or oral agreements which are different in terms, conditions, and provisions to this Agreement shall be of no effect and shall not be binding upon either Party.

d. No amendment or modification of this Agreement shall be valid unless expressed in writing and executed by the Parties in the same manner as the execution of this Agreement.

e. The Parties agree that this Agreement is designed strictly for the purpose of compromising disputed claims and avoiding the expense and risks of litigation and that this Agreement shall not be interpreted as an admission of liability or an admission as to any fact or conclusion with respect to the subject matter hereof. Except as specifically provided for herein, each Party shall bear its own costs and expenses, including attorney's fees, and no Party shall make claim for the same.

f. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Party based upon a claim that that Party drafted the ambiguous language.

g. This Agreement may be signed in counterpart, each signed counterpart will be deemed an original, and all counterparts together will constitute one and the same agreement. Facsimile or electronic mail transmission of any signed original documents, and retransmission of any signed facsimile transmission, will be the same as delivery of an original.

h. This Agreement is executed by and for the exclusive benefit of the signatory Parties hereto. Nothing herein shall be construed as establishing or conveying any right, privilege or cause of action to or in any other Party.

i. The Parties hereto acknowledge that the City has executed this Agreement in its proprietary capacity as legal owner of certain property. Nothing herein shall be construed as a waiver, abridgement or other limitation of the City's regulatory authority, which the City hereby expressly reserves in full.

j. Each person executing this Agreement on behalf of a Party or Parties warrants that he is duly authorized to execute and bind such Party or Parties to all terms and conditions of this Agreement.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date first set forth above.

CITY OF WOODINVILLE



Brandon Buchanan
City Manager
3/16/2021

Date

GNP RLY INC.



Kevin Kucera
President
3/16/2021

Date

NW SIGNAL MAINTENANCE, LLC



Kevin Kucera
President
3/16/2021

Date

KEVIN KUCERA



Kevin Kucera
3/16/2021

Date

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 16th day of March, 2021, before me personally appeared **Brandon Buchanan**, City Manager of the City of Woodinville, Washington, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Katie A. Hanke
Notary Public
Name: Katie A. Hanke
My Commission Expires: 05/09/2023

STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 16th day of March, 2021, before me personally appeared **Kevin Kucera**, President of GNP RLY Inc. and NW Signal Maintenance, LLC, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Katie A. Hanke
Notary Public
Name: Katie A. Hanke
My Commission Expires: 05/09/2023

Railbanking Process and Timeline

STEP	TASK	DESCRIPTION	RESPONSIBLE PARTY	TIMING
1	Start of Process - Stakeholder Notification	GNP to issue letters to specified stakeholders such as local, state, and tribal interests. Letter notifies stakeholders of GNP's intent to file a petition for an exemption to abandon service in Woodinville and to solicit comments.	GNP	
2	Filing of Environmental & Historic Reports	GNP to file Environmental and Historic Report to STB.	GNP	As soon as 40 days after Step 1
3	Filing Petition For Exemption	GNP to file petition for exemption to abandon rail service in Woodinville. The petition explains that rail service on the Woodinville segment is not profitable and continued regulation is unnecessary to protect shippers from market power abuse.	GNP	At least 20 days after Step 2
4	STB Notice of Petition to Federal Register	STB to public notice of petition in Federal Register. Notice invites requests for trail use within 20 days after the aforementioned notice.	STB	Within 20 days of Step 3
5	City Files Notice for Trail Use Request w/ Statement to Assume Financial Responsibility	Woodinville files a trail use request, accompanied by a Statement of Willingness to Assume Financial Responsibility.	City of Woodinville	Within 20 days of Step 4
6	GNP Notification to Board in Support of Trail Use	GNP to notify Board that it supports trail use.	GNP	Within 10 days of Step 5
7	Filing of Draft Environmental Assessment	STB's Office of Environmental Analysis files draft Environmental Assessment (NEPA Document).	STB	Within 60 days of Step 3
8	Issuance of Decision of Interim Trail Use or Abandonment	STB will issue a Decision of Notice of Interim Trail Use or Abandonment.	STB	30 comment period from date of Step 8
9	Parties notify STB that agreement has been reached	GNP and City of Woodinville notify STB that Interim Trail Use Agreement has been reached covering the Woodinville Segment. GNP files Notice of Consummation of Abandonment of West Spur.	GNP & City of Woodinville	Within 90 days of step 4

Railbanking Process and Timeline

Exhibit 1

EXHIBIT A

Exhibit 2

Legal Description of Freight Easement

All that portion of the BNSF Railway Company's (formerly Northern Pacific Railway Company) Snohomish to Woodinville, Washington Branch Line right-of-way, varying in width on each side of said Railway Company's Main Track centerline, as now located, and as conveyed by deed recorded under Recording No. 20091218001536, King County, Washington, being a portion of Sections 3, 9 and 10, Township 26 North, Range 5 East, W.M., more particularly described as follows, to-wit:

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as now located and constructed, upon, over and across the Lots 2, 3, the S $\frac{1}{2}$ N $\frac{1}{2}$, and the E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 3, the NW $\frac{1}{4}$ Section 10, all in Township 26 North, Range 5 East, W.M., bounded on the North by the North line of said Section 3, said line also being the North line of King County, Washington, and bounded on the West by the West line of said NW $\frac{1}{4}$ Section 10, **EXCEPTING THEREFROM**, that portion lying Easterly of a line parallel with and distant 20 feet Easterly from, measured at right angles to said Railway Company's Main Track centerline as now located and constructed, bounded on the North by the South line of 8th Street, according to the recorded plat of Bear Creek Addition to Day City, Washington, and bounded on the South by a line perpendicular to said Railway Company's Main Track centerline distant 450.0 feet Southerly from the North line of said E $\frac{1}{2}$ SW $\frac{1}{4}$ Section 3, as measured along said Main Track centerline; also,

A 100 foot wide strip of land being that portion of that certain 100.0 foot wide strip of land described in deed dated June 8, 1887 from Ira Woodin and Susan Woodin to Seattle and West Coast Railway, recorded June 14, 1887 in Book 42 of Deeds, Page 410, under recording number 13894, records of King County, Washington, that portion of that certain 100.0 foot wide strip of land described in deed dated July 26, 1890 from Ira Woodin and Susan Woodin to Seattle and West Coast Railway, recorded November 10, 1890 in Book 112 of Deeds, Page 556, under recording number 66520, records of King County, Washington, and that certain 100.0 foot wide strip of land described in deed dated June 14, 1887 from Mary B. Jaderholm to Seattle and West Coast Railway, recorded June 14, 1887 in Book 41 of Deeds, Page 385, under recording number 13895, records of King County, Washington, lying in Section 9, and bounded on the West by a line drawn radially to said Railway Company's Main Track centerline, distant 1867.0 feet Easterly of the West line of said Section 9, also being the Easterly boundary of that certain Tract VIII described in deed dated December 19, 1985 from Burlington Northern Railroad Company to King County, recorded in the records of King County, Washington as Instrument No. 8512191094, **EXCEPTING THEREFROM**, that certain tract of land described in Deed dated June 29, 1999 from The Burlington Northern and Santa Fe Railway Company to ANT, LLC recorded May 22, 2000 as Document No. 20000522001158, records of King County, Washington, **ALSO EXCEPTING THEREFROM**, that portion of that certain tract of land described in deed dated November 17, 1998 from The Burlington Northern and Santa Fe Railway

Company to Tjossem Properties IV, LLC and Tjossem Properties V, LLC, recorded December 23, 1998 as Instrument No. 9812240021, which lies within said 100.0 foot strip of land; also,

That certain approximately 0.32 acre tract of land described in deed dated July 24, 1903 from Frank A. Woodin and Anna Woodin to Northern Pacific Railway Company recorded July 30, 1903 in Book 370 of Deeds, Page 89, under recording number 2698S6, records of King County, Washington, said 0.32 acre tract being described in said deed for reference as follows:

"All that portion of the Southeast quarter of the Northeast quarter (SE/4 of NE/4) of Section Nine (9), Township Twenty-six (26) North, Range Five (S) East, W.M., described by metes and bounds as follows: Beginning at the point where the southeasterly line of the present right of way of the Northern Pacific Railway intersects the south line of the said Southeast quarter of the Northeast quarter (SE/4 of NE/4) and running thence east along the south line of said Southeast quarter of the Northeast quarter (SE/4 of NE/4) a distance of 190 feet, more or less, to a point which is 50 feet distant from, when measured at right angles to, the center line of the proposed Seattle Belt Line Branch of the Northern Pacific Railway as the same is now located, staked out and to be constructed over and across said Government subdivision; thence running northeasterly and parallel with and 50 feet distant from said center line of the Seattle Belt Line Branch distant 400 feet, more or less, to a point in the southeasterly line of the present right of way of Northern Pacific Railway, thence southwesterly along said right of way line to point of beginning; EXCEPT that portion of said southeast quarter of the northeast quarter lying southeasterly of the southeasterly line of the 100-foot wide Sumas Branch right-of-way and northwesterly of the northwesterly line of the 100-foot wide Seattle Belt Line right-of-way; containing 0.32 acres, more or less."; also,

That portion of that certain 100 foot wide strip of land lying in the N/2 of the SE/4 of Section 9, Township 26 North, Range S East, W.M., being that certain 1.91 acre tract of land described in deed dated May 19, 1903 from Mary B. Hansen and Anders Hansen to Northern Pacific Railway Company recorded May 28, 1903 in Volume 361 of Deeds, Page 48, under recording number 264622, records of King County, Washington and that certain 0.92 acre tract of land described in deed dated July 1, 1903 from A. J. Milton and Anna Milton to Northern Pacific Railway Company recorded July 10, 1903 in Volume 363 of Deeds, Page 211, under recording number 268209, records of King County, Washington, said 100 foot wide strip being described as follows:

"A 100 foot wide strip of land being 50.0 feet on each side of said Railway Company's Seattle Belt Line Main Track centerline as originally located and constructed, upon, over and across said N/2 of the SE/4 of Section 9, bounded Northerly and Southerly by the North and South lines of said N/2 of the SE/4 of Section 9.";

EXCEPTING THEREFROM, that portion lying Southerly of the Northeasterly boundary of that certain 100 foot wide tract of land described in deed dated May 4, 1887 from Mary B.

Jaderholm to Seattle Lake Shore and Eastern Railway Company, recorded May 5, 1887 in volume 40 of Deeds, Page 288, records of said County; also,

That certain approximately 0.03 acre triangular tract of land described in deed dated June 4, 1923 from Mary B. Hansen and A. Hansen to Northern Pacific Railway Company recorded June 8, 1923 in Volume 1192 of Deeds, Page 539, under recording number 1746823, records of King County, Washington, said approximately 0.03 acre tract being described in said deed for reference as follows:

"That certain triangular portion of the northeast quarter of southeast quarter (NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of section nine (9) in township twenty-six (26) north of range five (5) east of the Willamette Meridian, lying easterly of and between the rights of way of the Northern Pacific Railway Company for its Snoqualmie Branch and its Lake Washington Belt Line and westerly of a line parallel with and distant twenty-five (25) feet easterly, measured at right angles from the center line of the proposed wye track connection between said branch lines as the same is now located, staked out and to be constructed over and across said premises, containing three hundredths (0.03) acres, more or less."; also,

That portion of that certain 100.0 foot wide Branch Line right of way, being 50.0 feet on each side of said Main Track centerline, as originally located and constructed, upon, over and across that portion the N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 9, Township 26 North, Range 5 East, W.M., King County, Washington, lying Northerly of the Southwesterly boundary of that certain 100 foot wide tract of land described in deed dated June 14, 1887 from Mary B. Jaderholm to Seattle and West Coast Railway, recorded June 14, 1887 in Volume 41 of Deeds, Page 385, under recording number 13895, records of said County.

Containing an area of 30.394 acres more or less

Exhibit 3

Legal Description of West Spur

PORTION OF THE SNOHOMISH TO WOODINVILLE BRANCH LINE PER ROS. REC. NO. 20151203900001
SE1/4, NE1/4, AND THE NW1/4 OF SEC. 9, T. 26 N., R. 5 E., W.M.
CITY OF WOODINVILLE, KING COUNTY, WASHINGTON

A STRIP OF LAND LYING PARALLEL TO THE SNOHOMISH TO WOODINVILLE BRANCH LINE CENTERLINE AS SHOWN ON RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 20151203900001, RECORDS OF KING COUNTY, WASHINGTON;

SAID STRIP OF LAND BEING 100 FOOT WIDE LYING 50 FEET ON EACH SIDE AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE;
BEGINNING AT A POINT ON THE EASTERLY END OF A CURVE TO THE RIGHT DEFINED AS "C8" AS SHOWN ON SAID RECORD OF SURVEY HAVING A RADIUS OF 987.60 FEET, THE CENTER OF WHICH BEARS NORTH 21°00'46: WEST;
THENCE ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10°48'53" FOR AN ARC LENGTH OF 186.41 FEET TO A POINT OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 924.13 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°11'24" FOR AN ARC LENGTH OF 228.87 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 858.76 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°18'07" FOR AN ARC LENGTH OF 364.24 FEET TO A POINT ON A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 912.08 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 07°40'52" FOR AN ARC LENGTH OF 122.27 FEET;
THENCE NORTH 54°01'30" WEST A DISTANCE OF 299.86 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1519.16 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°16'35" FOR AN ARC LENGTH OF 60.36 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1205.70 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°59'08" FOR AN ARC LENGTH OF 62.83 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 739.52 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°35'03" FOR AN ARC LENGTH OF 33.35 FEET;
THENCE NORTH 61°52'16" WEST A DISTANCE OF 1047.78 FEET TO A POINT ON A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 955.37 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 08°01'10" FOR AN ARC LENGTH OF 133.72 FEET AND TO THE TERMINUS POINT OF SAID CENTERLINE;

THE SIDELINES OF SAID STRIP OF LAND BEING EXTENDED OR SHORTENED TO A LINE PERPENDICULAR TO SAID CENTERLINE AT THE POINT OF BEGINNING AND THE TERMINUS POINT;

EXCEPT THAT PORTION OF THE PARCEL SURVEYED UNDER RECORDING NUMBER 9902039006, RECORDS OF KING COUNTY, WASHINGTON;

ALSO EXCEPT THAT PORTION OF "PARCEL 2" AS SHOWN ON CITY OF BOTHELL BOUNDARY LINE
ADJUSTMENT NO. BLA2001-00003 RECORDED UNDER RECORDING NUMBER 20020612900035,
RECORDS OF KING COUNTY, WASHINGTON.

SAID STRIP OF LAND CONTAINING 239,719 SQUARE FEET MORE-OR-LESS.

Exhibit 4

Depiction of West Spur

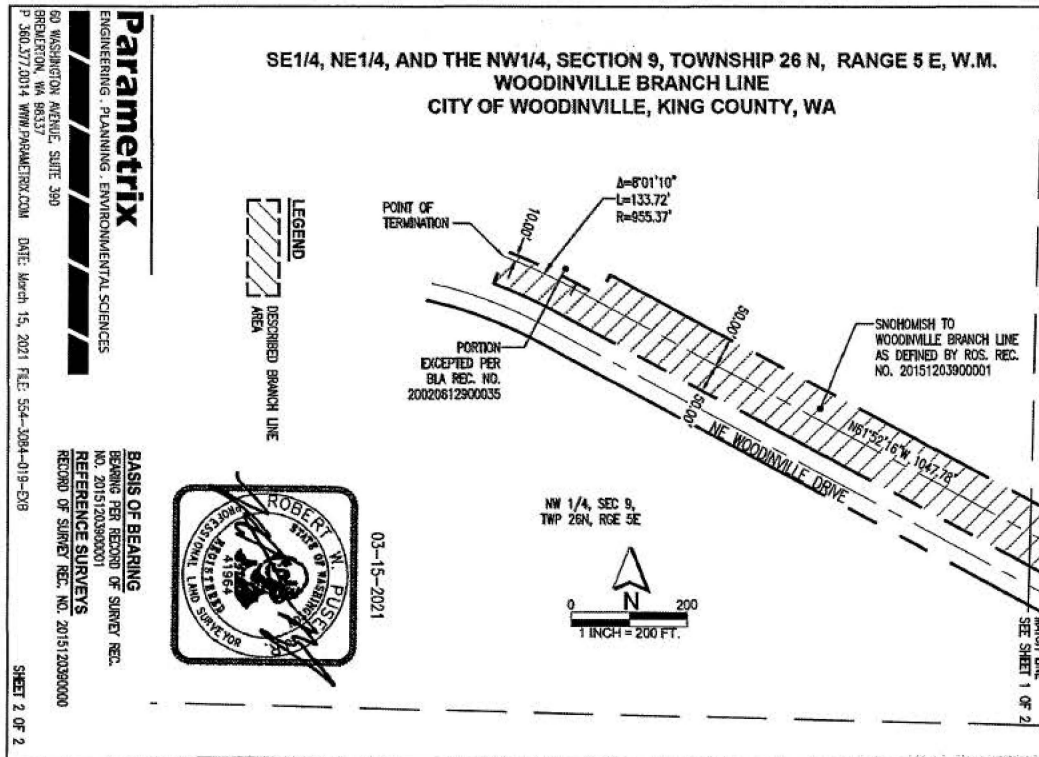
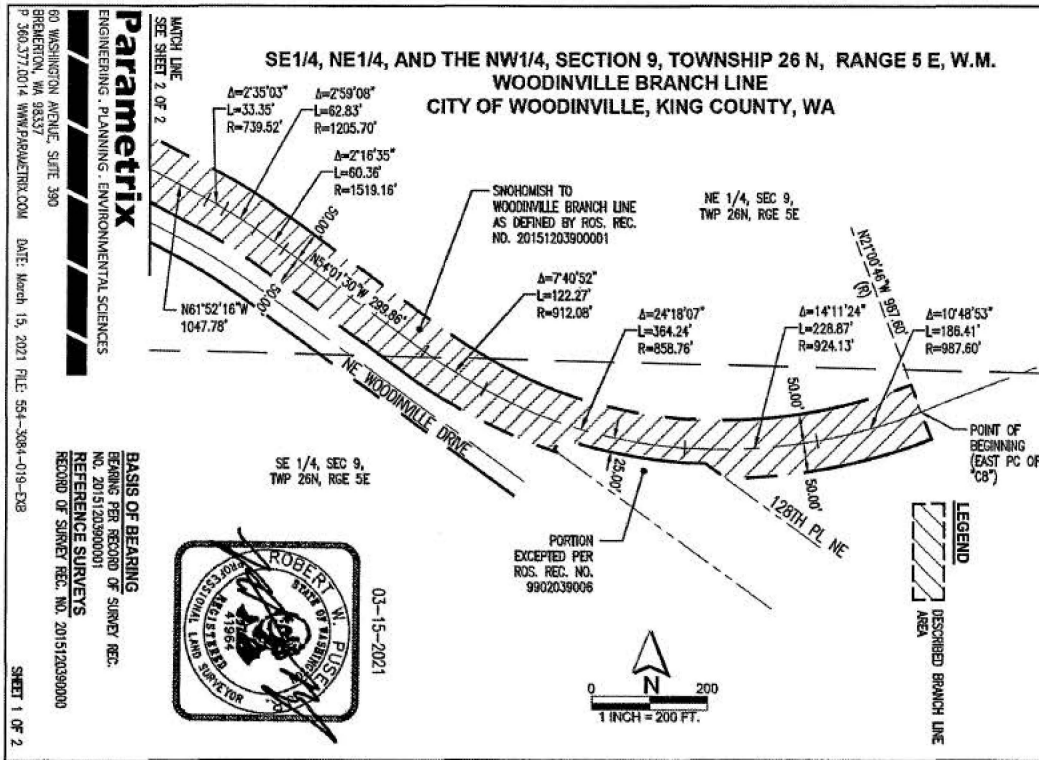
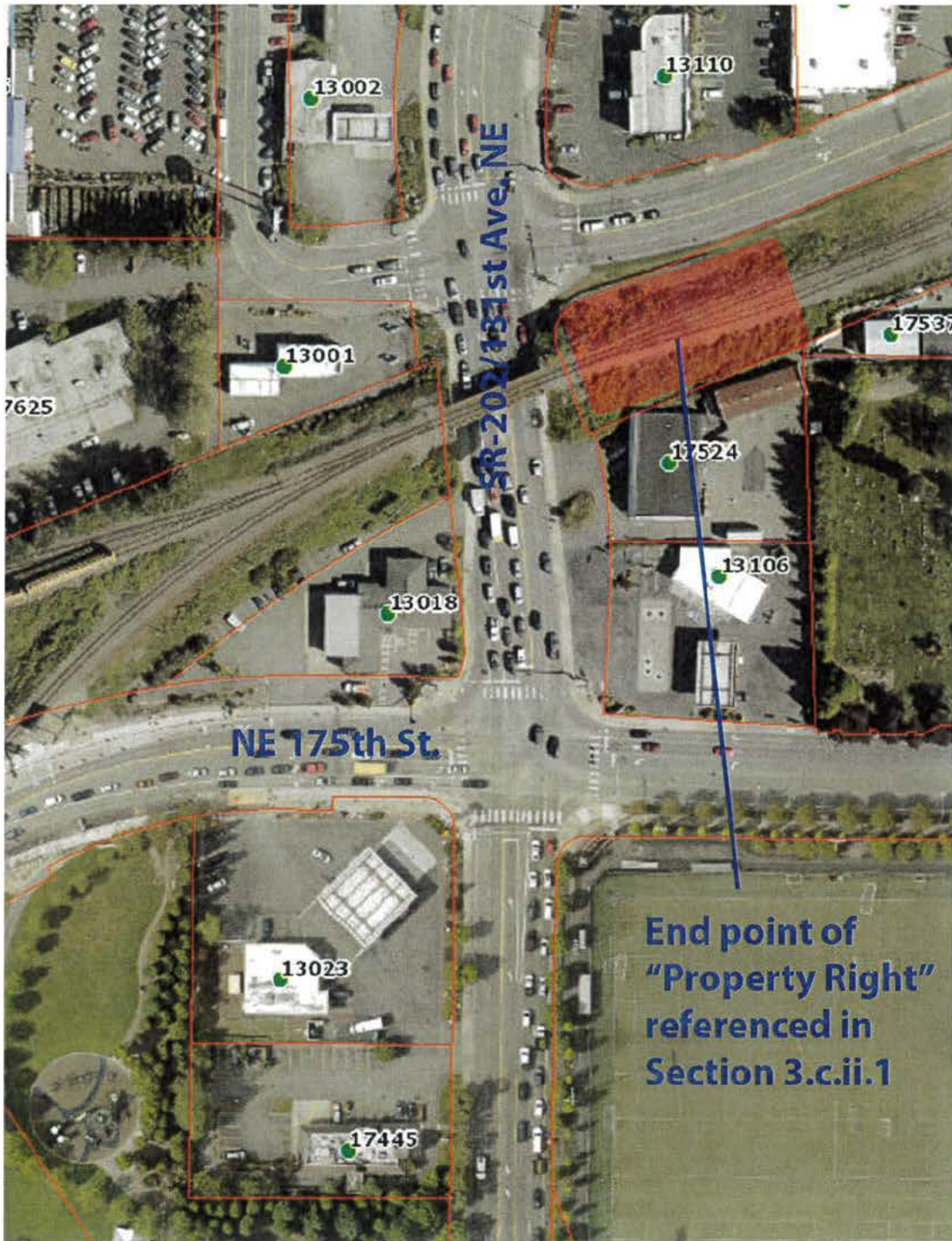


Exhibit 5

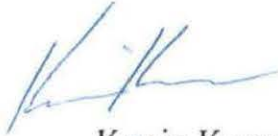
Location of End Point of "Property Right" Referenced in Section 3.c.ii.1



VERIFICATION

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, Kevin Kucera, being duly sworn, depose and state that I am the President of GNP RLY, Inc. ("GNP"); that I am authorized to make this verification; and that I have read the foregoing Second Supplement To Verified Notice of Exemption and know the facts asserted therein are true and accurate as stated, to the best of my knowledge, information, and belief.



Kevin Kucera

SUBSCRIBED AND SWORN TO before me this 2ND day of
~~April~~, 2022.
MAY



My Commission Expires:

06.27.2025



Notary Public