

THE INNIS ARDEN CLUB, INC.

OFFER TO SUBSCRIBE FOR CAPITAL STOCK

The undersigned, W. E. BOEING and BERTHA BOEING, his wife, hereby offer to subscribe for one thousand (1,000) no par shares of the capital stock of THE INNIS ARDEN CLUB, INC., a corporation formed pursuant to and existing by virtue of the Uniform Business Corporation Law of the State of Washington, and agree to pay for the same in the following manner and upon the following conditions:

I

By conveying and transferring to THE INNIS ARDEN CLUB, INC., by statutory quit-claim deed, the real and personal property described as follows:

1. Reserves "C", "D" and "E" of Innis Arden, an addition to the County of King, State of Washington, as appears by plat thereof recorded in the records of the Auditor of King County, Washington, in Volume 37 of Plats at pages 25 and 26, subject to those certain Restrictive Mutual Easements of Innis Arden as set forth in the deed from W. E. Boeing and Bertha Boeing, his wife, to L. A. Pelton, dated August 28, 1941, and recorded in Volume 1992 of Deeds at page 270 in the records of the Auditor of King County, Washington, Auditor's receiving number 3187136.
2. Reserves "F", "G", "H", "I", "J", "K" and "L" of Innis Arden No. 2, an addition to the County of King, State of Washington, as appears by plat thereof recorded in the records of the Auditor of King County, Washington, in Volume 41 of Plats at pages 20, 21 and 22, subject to those certain Restrictive Mutual Easements of Innis Arden No. 2 as set forth in the deed from W. E. Boeing and Bertha Boeing, his wife, to L. A. Pelton, dated January 2, 1946, and recorded in Volume 2419 of Deeds at page 602 in the records of the Auditor of King County, Washington, Auditor's receiving number 3530990.

3. Reserve "N" of Innis Arden No. 3, an addition to the County of King, State of Washington, as appears by plat thereof recorded in the records of the Auditor of King County, Washington, in Volume 46 of Plats at pages 42, 43, 44 and 45, subject to those certain Restrictive Mutual Easements of Innis Arden No. 3 as set forth in the deed from W. E. Boeing and Bertha Boeing, his wife, to L. A. Pelton, dated April 29, 1949, and recorded in Volume 2838 of Deeds at page 415 in the records of the Auditor of King County, Washington, Auditor's receiving number 3897377.
4. Reserve "O" of Innis Arden No. 3, an addition to the County of King, State of Washington, as appears by plat thereof recorded in the records of the Auditor of King County, Washington, in Volume 46 of Plats at pages 42, 43, 44 and 45, subject to those certain Restrictive Mutual Easements of Innis Arden No. 3 as set forth in the deed from W. E. Boeing and Bertha Boeing, his wife, to L. A. Pelton, dated April 29, 1949, and recorded in Volume 2838 of Deeds at page 415 in the records of the Auditor of King County, Washington, Auditor's receiving number 3897377.

(A) RESERVING AND EXCEPTING, however, unto the grantors, W. E.

Boeing and Bertha Boeing, his wife:

- (a) A perpetual easement to use for the purposes of roads, water systems, sewer systems and sewage treatment systems so much of the land twenty feet in width lying ten feet either side of the following described center line as lies within the said Reserve "O":

Beginning at the intersection of the center line of West 166th Street with the Southwesterly Margin of the turn-around in said West 166th Street; thence South  $48^{\circ} 45' 51''$  West, 5.00 feet; thence South  $65^{\circ} 20' 51''$  West 336.00 feet; thence South  $82^{\circ} 45' 51''$  West, 210.03 feet; thence North  $85^{\circ} 40' 09''$  West, 337.10 feet; thence North  $81^{\circ} 50' 09''$  West, 310.10 feet; thence North  $87^{\circ} 40' 09''$  West 404.49 feet; thence South  $88^{\circ} 51' 51''$  West, 355.56 feet; thence South  $62^{\circ} 50' 51''$  West, 229.53 feet; thence North  $79^{\circ} 00' 09''$  West, 984.00 feet, more or less, to its terminus.

- (b) A perpetual easement to use for the purposes of roads, water systems, sewer systems and sewage treatment systems, that portion of said Reserve "O" described as follows:

Beginning at the intersection of the center line of West 166th Street with the Southwesterly margin of the turn-around in said West 166th Street; thence South  $48^{\circ} 45' 51''$  West, 5.00 feet; thence South  $65^{\circ} 20' 51''$  West, 336 feet; thence South  $82^{\circ} 45' 51''$  West, 210.03 feet; thence North  $85^{\circ} 40' 09''$  West 337.10 feet to the true point of beginning; thence North  $81^{\circ} 50' 09''$  West, 310.10 feet; thence South  $8^{\circ} 09' 51''$  West, 75.00 feet; thence South  $81^{\circ} 50' 09''$  East, 310.10 feet; thence North  $8^{\circ} 09' 51''$  East, 75.00 feet to the true point of beginning.

- (c) All their right, title and interest in and to all the personal property and fixtures which are now or hereafter may become in any manner connected with or appurtenant to the roads, the water systems, the sewer systems or the sewage treatment systems which now exist or may become established in any part of said Reserve "O" of Innis Arden No. 3.
- (d) A perpetual easement for access, ingress and egress on and across any part of the said Reserve "O" for whatever personnel, vehicles, machinery or equipment as may be necessary or convenient for the purpose of installing, re-installing, operating, maintaining, replacing, repairing, enlarging, altering, redesigning or relocating all or any part of said roads, water systems, sewer systems or sewage treatment systems which now exist or hereafter may become established in said Reserve "O" along said line.

(B) AND RESERVING AND EXCEPTING, however, unto The Seattle Golf and Country Club:

- (a) Whatever rights and interests The Seattle Golf and Country Club, a corporation, now has for a term of fifty (50) years expiring June 16, 1974, as a party to that certain contract between said Seattle Golf and Country Club and W. E. Boeing dated June 16, 1924, and amended March 15, 1945, in connection with the water system and power system which are now located within Reserve "O" for the sole purpose of irrigating the golf course of said corporation.
5. That part of the South Two Hundred Fifty (250) feet of Government Lot Four (4), Section Eleven (11), Township Twenty-six (26) North, Range Three (3) East of the Willamette Meridian, King County, Washington, lying West of a line parallel to and distant fifty (50) feet westerly, measured at right angles from the center line of the double track railway of the Great Northern Railway Company, said center line being established in conveyance from the Great Northern Railway Company to W. E. Boeing under King County Auditor's File No. 2752398, recorded

March 15, 1933, in Volume 1543 of Deeds at page 252; and all tide lands of the second class to extreme low tide lying in front of and abutting upon the South Two Hundred Fifty (250) feet of said Government Lot Four (4) of Section Eleven (11).

(A) RESERVING AND EXCEPTING, however, unto the grantors,

W. E. Boeing and Bertha Boeing, his wife:

(a) A perpetual easement to use for the purposes of roads, water systems, sewer systems and sewage treatment systems, so much of the land twenty feet in width lying ten feet either side of the following described center line as lies within:

(1) The said part of the South Two Hundred Fifty (250) feet of said Government Lot Four (4) of Section Eleven (11), as described above, and, as lies within:

(ii) All of the tide lands of the second class to the extreme low tide lying in front of and abutting upon the South Two Hundred Fifty (250) feet of said Government Lot Four (4) of Section Eleven (11), as described above, and, as lies within:

(iii) That part of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Eleven (11) of Township Twenty-six (26) North, Range Three (3) East of the Willamette Meridian which lies west of the line of extreme low tide.

Beginning at the intersection of the center line of West 166th Street with the Southwesterly margin of the turn-around in said West 166th Street; thence South  $48^{\circ} 45' 51''$  West, 5.00 feet; thence South  $65^{\circ} 20' 51''$  West, 336.00 feet; thence South  $82^{\circ} 45' 51''$  West, 210.03 feet; thence North  $85^{\circ} 40' 09''$  West, 337.10 feet; thence North  $81^{\circ} 50' 09''$  West, 310.10 feet; thence North  $87^{\circ} 40' 09''$  West, 404.49 feet; thence South  $88^{\circ} 51' 51''$  West, 355.56 feet; thence South  $62^{\circ} 50' 51''$  West, 229.53 feet; thence North  $79^{\circ} 00' 09''$  West, 984 feet, more or less, to its terminus.

(b) All their right, title and interest in and to all the personal property and fixtures which are now or hereafter may become in any manner connected with or appurtenant to the roads, the water systems,

the sewer systems or the sewage treatment systems which now exist or may become established in any part of:

- (i) The said part of the South Two Hundred Fifty (250) feet of said Government Lot Four (4) of Section Eleven (11), as described above, or
  - (ii) All the tide lands of the second class to extreme low tide lying in front of and abutting upon the South Two Hundred Fifty (250) feet of said Government Lot Four (4) of Section Eleven (11), as described above, or
  - (iii) That part of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Eleven (11) of Township Twenty-six (26) North, Range Three (3) East of the Willamette Meridian which lies West of the line of extreme low tide.
- (c) A perpetual easement for access, ingress, and egress for whatever personnel, vehicles, machinery or equipment as may be necessary or convenient for the purposes of installing, re-installing, operating, maintaining, replacing, repairing, enlarging, altering, redesigning or relocating all or any part of said roads, water system, sewer system, sewage treatment system which now exist or hereafter may become established in any part of:
- (i) The said part of the South Two Hundred Fifty (250) feet of said Government Lot Four (4) of Section Eleven (11), as described above, or
  - (ii) All the tide lands of the second class to extreme low tide lying in front of and abutting upon the South Two Hundred Fifty (250) feet of said Government Lot Four (4) of Section Eleven (11), as described above, or
  - (iii) That part of the Southeast Quarter ( $SE\frac{1}{4}$ ) of Section Eleven (11) of Township Twenty-six (26) North, Range Three (3) East of the Willamette Meridian which lies West of the line of extreme low tide.
6. All right, title and interest in and to that certain agreement, which is designated No. 26667 between the Great Northern Railway Company and W. E. Boeing, dated June 26, 1933, which grants

to W. E. Boeing the right to use for park and beach facilities certain portions of the Great Northern Railway Company right-of-way in Government Lot Four (4), Section Eleven (11), Township Twenty-six (26) North, Range Three (3) East of the Willamette Meridian, and of the second class tide lands in front thereof and adjoining thereto.

## II

By paying to THE INNIS ARDEN CLUB, INC. the sum of Twenty-eight Thousand Dollars (\$28,000.00).

## III

THIS OFFER IS EXPRESSLY CONDITIONED upon the Corporation accepting the following propositions:

1. That the Restrictive Mutual Easements of Innis Arden, Innis Arden No. 2 and Innis Arden No. 3 mentioned above, by this reference and by the references made thereto hereinabove, are incorporated into and made a part of this offer.
2. That said Restrictive Mutual Easements shall include all amendments made in accordance with the terms of said Restrictive Mutual Covenants.
3. That THE INNIS ARDEN CLUB, INC., by accepting this offer, shall assume and shall agree to be bound by said Restrictive Mutual Easements and shall accept the benefits thereof as a part of the consideration for the purchase of the property described herein.

4. That if this offer be accepted by THE INNIS ARDEN CLUB, INC., the number of shares hereby subscribed shall include the shares subscribed for by D. R. Drew, Hugh H. Russell and L. A. Pelton, respectively the three incorporators of said corporation, whose subscriptions have been assigned to the undersigned.
5. That, from the shares subscribed for herein, THE INNIS ARDEN CLUB, INC. shall allot to persons who, on the date of the acceptance of this subscription offer by said corporation, shall be owners of a building site or building sites or fractions thereof within the properties described in Article V of the Articles of Incorporation of THE INNIS ARDEN CLUB, INC. shares corresponding to the building sites which they own, and, in those instances where fractional building sites are owned, corresponding fractions of shares shall be allotted.
6. That the balance of the shares subscribed for and not allotted, as hereinbefore prescribed, shall be issued to the undersigned.

Dated this 31st day of May, 1950.

*Bertha Boeing*

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BERTHA BOEING

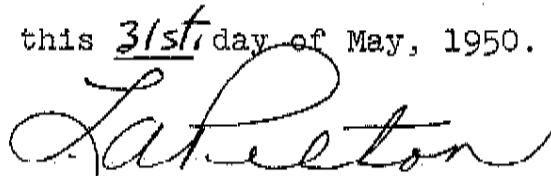
*W. E. Boeing*

\_\_\_\_\_  
W. E. BOEING

STATE OF WASHINGTON }  
 COUNTY OF KING } ss.

On this day personally appeared before me BERTHA BOEING and W. E. BOEING, to me known to be the individuals who executed the foregoing instrument, and acknowledged that they signed the same freely and voluntarily for the uses and purposes therein mentioned.

Given under my hand and seal this 31st day of May, 1950.



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





THE INNIS ARDEN CLUB, INC.  
MODIFICATION OF OFFER TO SUBSCRIBE  
FOR CAPITAL STOCK

WHEREAS, the undersigned W. E. Boeing and Bertha Boeing, his wife, by an instrument entitled "Offer to Subscribe for Capital Stock" which they executed May 31, 1950, set forth the terms and conditions upon which they offer to subscribe for one thousand (1,000) no par shares of the capital stock of THE INNIS ARDEN CLUB, INC.; and

WHEREAS, the undersigned desire now to modify Article II of said offer;

NOW, THEREFORE, the said "Offer to Subscribe for Capital Stock" executed May 31, 1950, is incorporated herein by this reference and Article II thereof hereby is modified so that it does now read as follows:

"II

By paying to THE INNIS ARDEN CLUB, INC. the sum of Twenty-eight Thousand Dollars (\$28,000.00):

Provided that this sum shall be devoted to the construction of an underpass under the right of way of the Great Northern Railway Company, at an estimated expense of Twenty Thousand Dollars (\$20,000.00), and tennis courts appropriately located within the areas owned by the corporation, at an

estimated expense of Six Thousand Dollars (\$26,000.00);  
and

Provided further, that although the entire sum of Twenty-eight Thousand Dollars (\$28,000.00) may be spent for construction of said two projects, if, when said construction has been completed the total cost thereof is determined to be less than Twenty-six Thousand Dollars (\$26,000.00), the difference, if any, between the total sum expended on such construction and the sum of Twenty-six Thousand Dollars (\$26,000.00) shall be repaid promptly by the corporation to the undersigned offerors, W. E. Boeing and Bertha Boeing, his wife.

Dated this 5th day of June, 1950.

W. E. BOEING

BERTHA BOEING

By   
Their attorney-in-fact

State of Washington :

ss

County of King :

On this day personally appeared before me D. R. Drew, to me known to be the individual who executed the foregoing instrument as attorney in fact of W. E. Boeing and Bertha Boeing, his wife, therein described, and acknowledged that he signed the same as such attorney in fact for the said

principals freely and voluntarily for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that W. F. Boeing and Bertha Boeing, his wife, are now living.

Given under my hand and seal this 5th day of June, 1950.



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



The foregoing offers having been considered, on motion duly made and seconded the following resolution was adopted unanimously:

RESOLVED that the incorporators' subscription offers, as assigned to W. E. Boeing, and the offer to subscribe for capital stock of W. E. Boeing and Bertha Boeing, his wife, dated May 31, 1950, as modified June 5, 1950, be and hereby are accepted by the corporation and that the same be made a part of the minutes of this first meeting of the Board of Directors of The Innis Arden Club, Inc.

BE IT FURTHER RESOLVED that the Secretary-Treasurer of the corporation be and hereby is directed to issue one thousand (1,000) no par shares of the capital stock of the corporation in accordance with the terms of Article V of the Articles of Incorporation and in accordance with the terms of said offers, so accepted.

Thereupon a statutory quitclaim deed, properly executed and acknowledged by W. E. Boeing and Bertha Boeing, his wife, dated May 31, 1950 and conveying the properties described in the foregoing subscription offer, was delivered to and accepted on behalf of the corporation by the Secretary-Treasurer of the corporation. There was also delivered to and accepted on behalf of the corporation by the Secretary-Treasurer, Mr. Boeing's personal check for Twenty-eight Thousand Dollars (\$28,000.00).

The chairman thereupon announced that the initial paid-in capital of Five Hundred Dollars (\$500.00) had been received by the corporation and he directed the Directors to execute and the Secretary-Treasurer to file immediately with the Auditor of King County the following affidavit of directors showing that initial paid-in capital has been paid,

in accordance with Rem. Rev. Stat. §3803-8(c).

The chairman also directed the Secretary-Treasurer of the corporation to file with the Secretary of State and with the Auditor of King County within thirty (30) days the first report and statement as to shares required by Rem. Supp. 1949 §3803-18 and that a copy of each of said reports be filed in the minute book of the corporation.

THE INNIS ARDEN CLUB, INC.

FIRST REPORT AND STATEMENT AS TO SHARES  
IN COMPLIANCE WITH  
REM. SUPP. 1949 3803-18

The total number of shares allotted by The Innis Arden Club, Inc. to the date of this report and statement is one thousand (1,000), each with no par value.

Hugh H. Russell and L. A. Pelton, the undersigned, and D. R. Drew, who together comprise the entire group of incorporators, the entire Board of Directors and who hold all of the offices in the Corporation, place upon the consideration other than cash received in payment for the allotted shares described above a minimum valuation of Twelve Thousand Dollars (\$12,000).

THE INNIS ARDEN CLUB, INC.

By Hugh H. Russell

Attest: L. A. Pelton

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

HUGH H. RUSSELL and L. A. PELTON, each being duly sworn, on oath depose and say: That he, the said Hugh H. Russell, is the President and that he, the said L. A. Pelton, is the Secretary-Treasurer of THE INNIS ARDEN CLUB, INC., the corporation making the within and foregoing report and statement, that they and each of them have read the foregoing report and statement and that the same is true and correct.

Hugh H. Russell  
L. A. Pelton

*June*  
5<sup>th</sup>, 1950.

SUBSCRIBED AND SWORN to before me this 5<sup>th</sup> day of

*June*

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

THE INNIS ARDEN CLUB, INC.

AFFIDAVIT OF DIRECTORS  
SHOWING THAT INITIAL  
PAID-IN CAPITAL HAS BEEN PAID

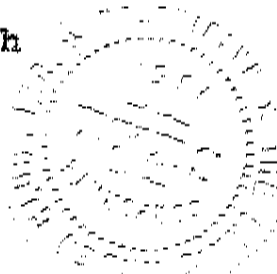
STATE OF WASHINGTON     )  
                                  ) ss.  
County of King            )

HUGH H. RUSSELL, D. R. DREW and L. A. PELTON, each  
being duly sworn, on oath deposes and says:

That affiants comprise the entire Board of Directors  
of The Innis Arden Club, Inc., a Washington corporation;

That this affidavit is made pursuant to the require-  
ments of Remington's Revised Statutes § 3803-8(c) for the pur-  
pose of enabling said Corporation to begin the transaction of  
business;

And that the amount of paid-in capital with which  
said Corporation will commence business, as stated in the  
Articles of Incorporation, to-wit, the sum of Five Hundred  
Dollars (\$500.00) has been fully paid.



Hugh H. Russell  
D. R. Drew  
L. A. Pelton

*June*  
~~May~~ 1950.     SUBSCRIBED and SWORN TO before me this 5<sup>TH</sup> day of

*Seal*

Burranda B. Anderson  
NOTARY PUBLIC in and for the State  
of Washington, residing at Seattle.