

From: Tom McCormick <tommccormick@mac.com>
Sent: Saturday, January 06, 2018 6:00 PM
To: MacCready, Paul; Countryman, Ryan
Subject: Re: BSRE atty letter re Upper bluff and easement agreement
Attachments: Rich Hill Letter regarding upper bluff subdivision.pdf

Here's a related item that I received in response to the records request:

> On Jan 6, 2018, at 5:39 PM, Tom McCormick <tommccormick@mac.com> wrote:
>
> I thought you might be interested in the attached document I just received in response to a records request made to the Town of Woodway.
>
> Thank you.
>
> Tom McCormick
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> <Faison 090117.pdf.pdf>

From: Greg A. Rubstello grubstello@omwlaw.com
Subject: Rich Hill Letter regarding upper bluff subdivision
Date: September 06, 2017 at 3:58 PM
To: Eric Faison /O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=116698344B5141899C1024A14F4A7A5E-ERIC

Eric,

I talked with Rich Hill today. He explained that Karr Tuttle was still involved but that they wanted an attorney more independent from the project and drafting of the Easement Agreement to write the letter making the interpretation of the Easement Agreement advanced by Rich Hill in his letter. I was direct with Rich and told him that because the access parcel was not part of the property being subdivided, his ownership argument had no merit. I also told him that I could not agree with his interpretation of the “construction rights” provisions having to do with construction within the property owned by Point Wells, LLC. Rich thanked be for being upfront with my interpretation of the agreement. He said he would read it again. He had not thought of the interpretation I gave to him. He also stated that he would also ask the Karr Tuttle attorneys whether there was some history to show that parties intended that Point Wells would have to provide subdivision plans in advance to the lower bluff property owner for approval despite the language used in the agreement. Rich seemed generally uncomfortable defending the interpretation given in his letter. I suspect that Karr Tuttle gave him their twisted interpretation and Rich did not carefully review the language of the easement to be sure their interpretation was correct.

Greg