

ORDINANCE NO. 211

**AN ORDINANCE OF THE CITY OF WOODINVILLE,
WASHINGTON, AMENDING THE OFFICIAL
STREET MAP ADOPTED IN SECTION 12.03.010
WMC TO DELETE THE EXTENSION OF N.E. 172ND
PLACE FROM 135TH AVENUE N.E. TO 138TH
AVENUE NE AND ESTABLISHING AN EFFECTIVE
DATE.**

WHEREAS, the City of Woodinville and the Owners of certain property located in the City of Woodinville, commonly known as Canterbury Square, have executed a certain Agreement (“Agreement”), Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the Agreement provides for deleting certain portions of proposed rights of way established by the city; and

WHEREAS, the Agreement provides for reestablishing those proposed rights of way at redevelopment of the Canterbury Square property;

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE
DO ORDAIN AS FOLLOWS:**

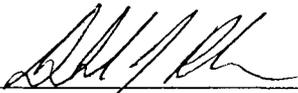
Section 1. Official Street Map Amended. That certain collection of maps which is on file at City Hall entitled “Official Street Map of Woodinville” adopted by Section 12.03.010 WMC is hereby amended to delete the extension of N.E. 172nd Place from 135th Avenue N.E. to 138th Avenue N.E.. The City Manager or designee is authorized to make the necessary changes to the Official Street Map as set forth in Ordinance No 33.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3. Effective date. This Ordinance shall be effective (5) days after passage and publication of an approved summary consisting of the title to this Ordinance.

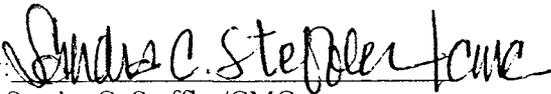
ADOPTED by the City Council of the City of Woodinville this 23rd day of June, 1998.

APPROVED:



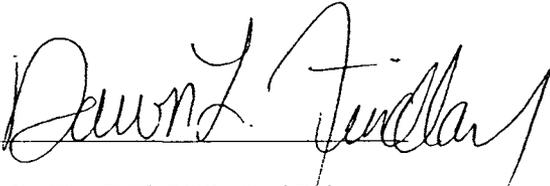
Mayor, Donald J. Brocha

ATTEST/AUTHENTICATED:

By: 

Sandra C. Steffler/CMC
City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: 

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. 211

BRICKLIN & GENDLER, LLP

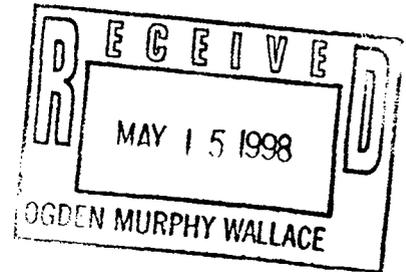
ATTORNEYS-AT-LAW
FOURTH AND PIKE BUILDING
1424 FOURTH AVENUE, SUITE 1015
SEATTLE, WA 98101

DAVID A. BRICKLIN
MICHAEL W. GENDLER
DAVID S. MANN
JENNIFER A. DOLD
CLAUDIA M. NEWMAN

(206) 621-8868
FAX (206) 621-0512

May 14, 1998

Wayne D. Tanaka
Ogden, Murphy & Wallace
1601 Fifth Avenue
Suite 2100
Seattle, WA 98101-1686



Re: Canterbury Criers Association v. City of Woodinville

Dear Wayne:

I have noticed on page 3 of the Agreement, in ¶ D, there is a reference to "Canterbury Condominium Association, Canterbury Square Owners Association . . ." The reference should be to Canterbury Criers Association and Canterbury Square Owners Association. Of course, this is found in a provision for amendment to the Condominium Declaration "in substantially the following form." It is our belief that no party to the Agreement was confused by these descriptions, that use of the correct names in the amendment that actually will be recorded will be consistent with the Agreement because it will be in "substantially" the same form, and that this in no way undermines the completion of our Settlement Agreement and the meeting of the minds among the parties expressed therein.

If you have any different understandings or questions regarding this matter, please call.

Very truly yours,

BRICKLIN & GENDLER, LLP

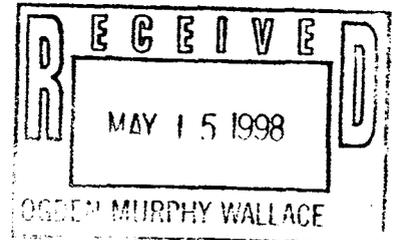
Michael W. Gendler

MWG:psc
Enclosure

cc: George Scrimshaw

BRICKLIN & GENDLER, LLP

ATTORNEYS-AT-LAW
FOURTH AND PIKE BUILDING
1424 FOURTH AVENUE, SUITE 1015
SEATTLE, WA 98101



DAVID A. BRICKLIN
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CLAUDIA M. NEWMAN

(206) 621-8868
FAX (206) 621-0512

May 14, 1998

VIA FACSIMILE AND U.S. MAIL

Wayne D. Tanaka
Ogden, Murphy & Wallace
1601 Fifth Avenue
Suite 2100
Seattle, WA 98101-1686

Re: Canterbury Criers Association v. City of Woodinville

Dear Wayne:

Enclosed please find a copy of the fully executed Agreement. Please call if you have any questions. I appreciate your cooperation in bringing this matter to a successful conclusion.

Very truly yours,

BRICKLIN & GENDLER, LLP

A handwritten signature in cursive script that reads "Michael W. Gendler".

Michael W. Gendler

MWG:psc

Enclosure

cc: George Scrimshaw (via Fax and Mail)



P.L.L.C. ATTORNEYS AT LAW

2100 Westlake Center Tower • 1601 Fifth Avenue • Seattle, WA 98101-1686 • (206) 447-7000 • Fax (206) 447-0215

Wayne D. Tanaka

May 5, 1998

Roy Rainey, City Manager
City of Woodinville
13203 NE 175th Street
Woodinville, WA 98072

RECEIVED

MAY 06 1998

Re: *Canterbury Criers Association v. Woodinville* City of Woodinville

Dear Roy:

Enclosed please find two agreements that have been revised in accordance with previous discussions with the Council. The first agreement entitled "Settlement Agreement" relates to the certificate involving the mobile homes' compliance with WAC 308-56A-505. The second document entitled "Agreement" sets forth the provisions which could lead to the eventual dismissal of the lawsuit. I have approved both documents as to form. I have received explicit assurance from the Canterbury Criers' attorney that their client will sign this precise document with no alterations or changes. It is on that basis that I am forwarding this to the City for signature first. After you have signed the documents, please return them to me for forwarding to Canterbury.

Very truly yours,

OGDEN MURPHY WALLACE, P.L.L.C.

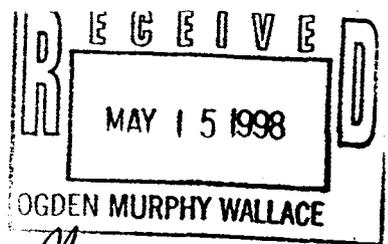
Wayne D. Tanaka

WDT/srf
Enclosure

cc: Ray Sturtz (w/encl.)
Dean McKee (w/encl.)
Michael Gendler (w/o encl.)
Dawn Findlay (w/encl.)
James Fearn (w/encl.)

WDT196577.1L/F0046.050.059

AGREEMENT



THIS AGREEMENT, made and entered into this 15th day of May, 1998, by and between the Canterbury Square Owners Association, and the Canterbury Cribs Association (jointly and severally referred to as "Owners") and the City of Woodinville, Washington, a municipal corporation of the State of Washington ("City").

WHEREAS, Owners are owners of certain property ("Property") located in the City of Woodinville, commonly known as Canterbury Square and legally described as set forth on Exhibit A, attached hereto and incorporated herein by this reference.

WHEREAS, the City of Woodinville and the Owners recognize that the City has determined that traffic patterns and traffic projections indicate that the ultimate extension of 135th Avenue N.E. from N.E. 175th Avenue South to N.E. 171st Avenue will aid in the reduction of traffic congestion on N.E. 175th Avenue; and

WHEREAS, the City's present Grid Road Ordinance (Ord. No. 147) indicates an extension of N.E. 172nd Place from 135th Avenue N.E. easterly to a future 138th Avenue N.E.; and

WHEREAS, the extension of 135th Avenue N.E. to N.E. 171st Avenue and the extension of N.E. 172nd Place could affect the present and future use of the Property; and

WHEREAS, Owners desire to be free of those potential road extensions because they would regulate use of the Property within the proposed road rights-of-way, but agrees that it is appropriate for a north-south road to extend through the property if and when the property is redeveloped for more intensive uses; and

WHEREAS, Owners and City desire to resolve other related issues pertaining to right-of-way around the perimeter of the Property;

WHEREAS, pursuant to the purchase and sale agreement, the Property must be offered for sale by 2008, provided certain conditions are met;

WHEREAS, the parties are currently engaged in litigation in the Ninth Circuit Court of Appeals under Cause No. 98-35222 (the "Appeal");

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained or incorporated herein, the parties agree as follows:

A. City Obligations

1. By June 30, 1998, the City will make a decision on amending Ordinance No. 147 to delete the extension of N.E. 172nd Place from 135th Avenue N.E. east to 138th Avenue N.E., and the extension of 135th Avenue N.E. from N.E. 172nd Place to N.E. 171st Avenue.

2. Notwithstanding the provisions of RCW 58.17.140, Owners' preliminary short plat proposal as set forth in Exhibit B shall be approved, disapproved, or returned to Owners for modification or correction within 45 days from the date of filing a complete application unless Owners consent to an extension of time or unless the time is extended to include up to 21 days as specified under RCW 58.17.095; PROVIDED, that if an environmental impact statement is required, the 45 day period shall not include the time spent preparing and circulating the EIS.

B. Owners' Obligations

If the City so amends Ordinance No. 147 by June 30, 1998, and so long as the amendments are not repealed or modified, and if the City approves the preliminary short plat within 45 (forty-five) days of submission of a complete application or such other time as specified in A.2 above, the Owners agree as set forth in Paragraphs B.1-B.3.

1. Owners agree that if there is a redevelopment of the Property then the Owners shall convey to the City the following:

a. A 68 (sixty-eight) foot wide right-of-way from the present southern terminus of 135th Avenue N.E. at N.E. 172nd Place south to the northern right-of-way of N.E. 171st Street. The alignment of the right-of-way (including its southern terminus) and related improvements will be determined as part of the normal development review process when the property is proposed for redevelopment.

b. A 25 (twenty-five) foot wide right-of-way along the southern edge of the present N.E. 172nd Place from 133rd Avenue N.E. to 138th Avenue N.E. (projected). The alignment of the right-of-way and related improvements will be determined as part of the normal development review process when the property is proposed for redevelopment.

2. If partial redevelopment of the Property is proposed, conveyance of right-of-way described above will occur to the extent such conveyance is necessitated by

the partial redevelopment. This paragraph contemplates that a partial redevelopment may necessitate a complete, partial, or no conveyance, depending on the nature of the partial redevelopment and its impacts necessitating road improvements.

3. Owners agree to dismiss the Appeal with prejudice and without costs to any party. Owners further agree to release the City, its officers, employees, and agents from any and all claims for damages, costs, including attorney's fees, lost profits or income on account of City Ordinance No. 147 or for any act or failure to act with respect to building or other development permit applications for the Property. Said dismissal and release shall be delivered to the City attorney.

C. This Agreement by itself does not obligate the Owners to construct any improvements within the right-of-ways. Owners' obligation, if any, for construction of any improvements in the right-of-ways shall be determined in the normal review process for redevelopment of the Property. Further, issues regarding compensation or credits, if any, related to such conveyance shall be determined at the time of the conveyance. Any compensation or credit shall be calculated as if the conveyed right-of-way were included in Ordinance No. 147 from the date the City amends Ordinance No. 147 as contemplated in Paragraph A.1 above.

D. Owners agree to record with the King County Department of Records and Elections an amendment to the Condominium Declaration in substantially the following form:

Lots B, C, and D, as described on the attached map, are subject to a use restriction. Any manufactured home placed on Lots B, C, and D is subject to removal at the owner's expense if necessitated by the Settlement Agreement entered into between Canterbury Condominium Association, Canterbury Square Owners Association, and the City of Woodinville (_____, 1998), paragraph B.1 or B.2.

E. Owners represent that they have complied with the necessary procedural requirements to obtain approval for this Agreement, and that the terms of this Agreement are and will be binding on the Property, the current owners of the Property and all future owners of the Property.

F. In addition to any other remedy available, the terms of this Agreement shall be specifically enforceable by a court of competent jurisdiction. In the event either party brings legal action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees in addition to any other amounts authorized by law.

G. This Agreement shall be deemed to be a covenant running with the Property and shall be binding upon the Owners, their heirs and assigns and all future owners of the Property. This Agreement shall be recorded with the King County Department of Records and Elections. The Condominium Declaration will be amended to reflect the provisions contained in paragraphs B.1 and B.2 above.

H. Within two weeks of City Manager signing this Agreement, the City shall provide Owners with its assessment of whether any fatal flaws exist in Owners' current plans as provided to the City to short plat the property into four lots (as depicted on Exhibit B). This evaluation will include at a minimum whether there exists any currently applicable open space requirement that precludes creation of the desired lots and whether the requested short plat may be approved without subdividing the developed portion of the property to reflect the existing condominium units. The evaluation shall be provided to Owners in writing and shall include the basis for the City's conclusion. The City shall not be bound by these preliminary determinations in any subsequent review of a development application from Owners. If the City identifies any fatal flaws, then this Agreement will be null and void.

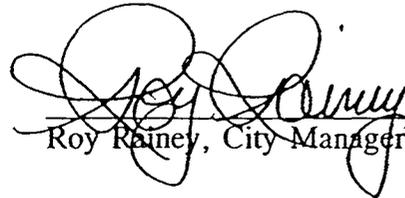
I. If the amendments to the Condominium Declaration required by paragraphs D and G are not adopted by May 15, 1998, then this Agreement is subject to rescission by either party until such time as the amendments are adopted.

J. Nothing herein shall be deemed to affect the City's police powers.

DATED this 24th day of May, 1998

CITY OF WOODINVILLE

By:


Roy Rainey, City Manager

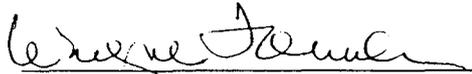
ATTEST/AUTHENTICATED:

By:

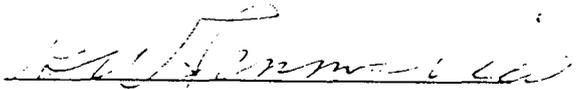
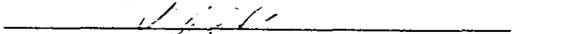

~~Jim Kation~~ City Clerk/Treasurer
Sandra Steffler

APPROVED AS TO FORM:

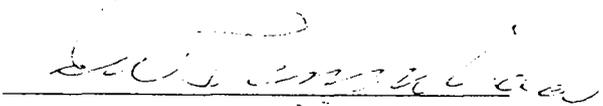
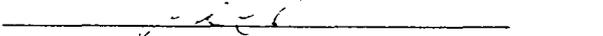
OFFICE OF THE CITY ATTORNEY

By: 
Wayne D. Tanaka

CANTERBURY SQUARE OWNERS
ASSOCIATION

By: 
Its: 

CANTERBURY CRIERS ASSOCIATION

By: 
Its: 

APPROVED AS TO FORM:

BRICKLIN & GENDLER, LLP

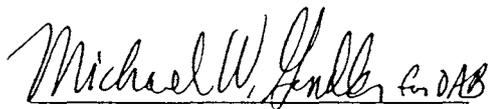
By: 
David A. Bricklin
WSBA No. 7583
Attorneys for Canterbury Square
Owners Association

EXHIBIT A

CANTERBURY SQUARE, A CONDOMINIUM

Description of Property in Condominium

PARCEL A:

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE SOUTH 88°54'42" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 725.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 1°34'02" EAST 465.00 FEET;
THENCE NORTH 88°54'42" WEST 260.00 FEET;
THENCE NORTH 1°34'02" EAST 97.47 FEET TO THE SOUTH LINE OF THE NORTH 747.50 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;
THENCE SOUTH 88°59'33" EAST ALONG SAID SOUTH LINE 343.10 FEET;
THENCE SOUTH 89°43'28" EAST 195.02 FEET;
THENCE SOUTH 88°59'33" EAST 60.00 FEET;
THENCE NORTH 1°06'30" EAST 96.58 FEET TO THE NORTH LINE OF THE SOUTH 662.50 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE ALONG SAID NORTH LINE 342.93 FEET TO THE EAST LINE OF THE WEST 104.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE SOUTH 0°43'48" WEST ALONG SAID EAST LINE 85.00 FEET TO THE NORTH LINE OF THE SOUTH 577.50 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE ALONG SAID NORTH LINE 273.50 FEET TO THE EAST LINE OF THE WEST 377.50 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE SOUTH 0°43'48" WEST ALONG SAID EAST LINE 577.50 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 10;
THENCE NORTH 88°54'42" WEST ALONG SAID SOUTH LINE 963.40 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT A POINT ON SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, 465 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;
THENCE CONTINUE EASTERLY ALONG THE SOUTH LINE 260 FEET;
THENCE NORTHERLY PARALLEL TO THE WEST LINE OF NORTHWEST QUARTER OF THE SOUTHWEST QUARTER 465 FEET;
THENCE WESTERLY PARALLEL TO THE SOUTH LINE 260 FEET;
THENCE SOUTHERLY PARALLEL TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER 465 FEET TO POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 446 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SUBDIVISION;
THENCE SOUTH 2°48'27" EAST 625.7 FEET, MORE OR LESS, TO THE NORTH LINE OF A TRACT OF LAND DEEDED TO THEODORA L. CALKINS;
THENCE SOUTH 88°22'26" WEST ALONG THE NORTH LINE OF SAID CALKINS TRACT AND SAID LINE PRODUCED 325 FEET TO THE (TRUE) POINT OF BEGINNING; THENCE NORTH 88°22'26" EAST 120.6 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID CALKINS TRACT;

THENCE SOUTH 2°23'38" EAST ALONG THE WEST LINE OF SAID CALKINS TRACT 656.6 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID TRACT; THENCE SOUTH 88°23'58" WEST 278.4 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF A TRACT OF LAND DEEDED TO ARTHUR E. GRIFFIN;
THENCE NORTH 1°58'50" WEST ALONG THE MOST EASTERLY LINE OF SAID GRIFFIN TRACT 577.5 FEET, MORE OR LESS, TO A CORNER OF SAID GRIFFIN TRACT;
THENCE NORTH 88°23'58" EAST 155.0 FEET, MORE OR LESS, TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 2°48'27" WEST;
THENCE NORTH 2°48'27" WEST TO THE TRUE POINT OF BEGINNING;
EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 9010310625.

PARCEL D: (MAY BE ADDED TO CONDOMINIUM)

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 26 NORTH, RANGE 5 EAST, W.M. IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 10 A DISTANCE OF 465 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THENCE NORTH 01°34'02" EAST A DISTANCE OF 562.47 FEET TO THE SOUTH LINE OF THE NORTH 747.50 FEET OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 01°34'02" EAST A DISTANCE OF 6.38 FEET TO THE SOUTH LINE OF RECORD OF SURVEY FOR JAMES W. FRITS RECORDED IN BOOK 13 OF SURVEYS AT PAGE 83 UNDER KING COUNTY RECORDERS #7806069011; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID RECORD OF SURVEY SOUTH 87°37'12" EAST A DISTANCE OF 170.43 FEET; THENCE SOUTH 00°17'26" WEST A DISTANCE OF 2.00 FEET; THENCE NORTH 88°59'33" WEST A DISTANCE OF 170.43 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT B

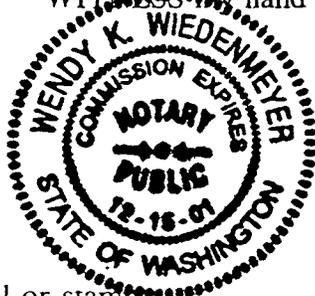
Attached hereto is a map depicting the four lot subdivision to be proposed by Canterbury Criers Association. The short subdivision application will include a statement limiting the proposed uses of the property for non-residential and non-commercial use. Canterbury Criers Association contemplates that it probably would be used for uses incidental to the primary residential uses at the park, e.g., RV parking, limited recreation, open space.

criers\exb

STATE OF WASHINGTON)
)
) ss.
COUNTY OF KING)

On this 6th day of May, 1998, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Roy Rainey, known to be the CITY MANAGER of the CITY OF WOODINVILLE, the municipal corporation that executed the foregoing instrument, acknowledged the instrument to be the free and voluntary act and deed of that corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the instrument on behalf of the corporation.

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



(Seal or stamp)

Wendy K. Wiedenmeyer
NOTARY PUBLIC in and for the State of
Washington, residing at Bothell

My Commission Expires: 12-15-01

STATE OF WASHINGTON)
)
) ss.
COUNTY OF KING)

On this 13th day of May, 1998, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared G. J. [unclear], known to be the President of CANTERBURY SQUARE OWNERS ASSOCIATION, the association that executed the foregoing instrument, acknowledged the instrument to be the free and voluntary act and deed of that association for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the instrument on behalf of the association.

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



(Seal or stamp)

Diane R. Ladwig
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle

My Commission Expires: 6/29/01

STATE OF WASHINGTON)
)
COUNTY OF KING) SS.

On this 13th day of May, 1998, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John L. ... known to be the President of the CANTERBURY CRIERS ASSOCIATION, the association that executed the foregoing instrument, acknowledged the instrument to be the free and voluntary act and deed of that association for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the instrument on behalf of the association.

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



(Seal or stamp)

Diane R. Ladwig
NOTARY PUBLIC in and for the State of
Washington, residing at Seattle

My Commission Expires: 6/29/01

SETTLEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of May, 1998, by and between the Canterbury Square Owners Association, and the Canterbury Criers Association (jointly and severally referred to as "Owners") and the City of Woodinville, Washington, a municipal corporation of the State of Washington ("City").

WHEREAS, Owners are owners of certain property ("Property") located in the City of Woodinville, commonly known as Canterbury Square and legally described as set forth on Exhibit A, attached hereto and incorporated herein by this reference.

WHEREAS, a dispute has arisen as to the process by which the City will make the certification required for title elimination pursuant to WAC 308-56A-505; and

NOW, THEREFORE, the parties agree as follows:

The City agrees that, pursuant to WAC 308-56A-505, if requested, the City will certify that manufactured homes at Canterbury are affixed to the real property if a licensed building inspector with errors and omissions coverage of \$500,000 (five hundred thousand dollars) certifies to the City that the manufactured homes were installed in accordance with the installation standards in state law applicable at the time of installation or that there were no state standards in effect at the time of installation. At the time of certification, the City may also, independent of the certification, advise the Department of Licensing that its certification was done on the following basis:

My certification that the mobile home at location _____ was installed in accordance with the installation standards in state law applicable at the time of installation or that there was no state standards in state law at the time of installation is based on the report of _____, a licensed building inspector.

or

My certification that the mobile home located at _____ was installed at a time when there were no mobile home installation standards in state law is based on the report of _____, a licensed building inspector.

The City's obligation is conditioned on the individual unit owner providing to the City a release for any claim of damages against the City on account of the report of the licensed

building inspector. The City will have no obligation for the financial expense of the certified building inspector.

DATED this 6th day of May, 1998

CITY OF WOODINVILLE

By: [Signature]
Roy Rainey, City Manager

ATTEST/AUTHENTICATED:

By: [Signature]
~~Jim Katica, City Clerk/Treasurer~~
Sandra Steffler

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: [Signature]
Wayne D. Tanaka

CANTERBURY SQUARE OWNERS ASSOCIATION

By: [Signature]
Its: Pres.

CANTERBURY CRIERS ASSOCIATION

By: [Signature]
Its: Pres.