

Montevallo PPA and ZMA Exhibit Index List

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Montevallo PPA and ZMA Exhibit Index List

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RECEIVED

NOV 8 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT
Received Stamp

**City of Woodinville
Department of Planning & Community
Development**

GENERAL APPLICATION FORM

File #	2004-023
Appl. Type	PPA
TRC III Date	
Fee Paid	9840 ⁰⁰
Date Rec'd	11-8-04

EXHIBIT 2
PAGE 1 OF 5

GENERAL INFORMATION:

Name of Development/Project:	Montevallo
Applicant Name:	Phoenix Development, Inc. (Contact: Loree Quade)
Applicant Address:	P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167
Phone Number:	(425) 775-8663 x 106 425-275-5106 Feb. 2007
Description of Proposed Action:	Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

OTHER PERMITTING INFORMATION:

Are you applying for a consolidated permit review? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>(Consolidated Permit Reviews require all applications be submitted concurrently.)</i>
If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

Location of Subject Property:	South of NE 205th St and west of 156th Ave NE.				
Legal Description:	See Attached				
Tax Parcel Number:	See Attached	¼ Sec.: NW	Sec.: 02	Twon.: 26	Range: 05
Size (ac/sq ft):	16.5 acres /	Comp. Plan Designation: Low-Density Res		Zone: R-1	
Current Use:	Single-family and outbuildings				
Are there Sensitive Areas on Property?	Yes (wetland)				

AUTHORIZATION TO FILE:

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name James L. Jussel	Name Patrice E. Jussel
Signature <i>James L. Jussel</i>	Signature <i>Patrice E. Jussel</i>
Tax No. or Lot & Subdivision 8078700010	Tax No. or Lot & Subdivision: 8078700010
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.	
Signature: <i>Jessie McQuinn</i>	Date 11-5-04

RECEIVED

City of Woodinville
Department of Planning & Community
Development

File #	2004-093
Appl. Type	PPA
TRC III Date	
Fee Paid	9,840 ⁰⁰
Date Rec'd	11-8-04

NOV 8 2004
CITY OF WOODINVILLE
PLANNING DEPARTMENT
Received Stamp

GENERAL APPLICATION FORM

EXHIBIT 2
PAGE 2 OF 5

GENERAL INFORMATION:

Name of Development/Project:	Montevallo
Applicant Name:	Phoenix Development, Inc. (Contact: Loree Quade)
Applicant Address:	P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167
Phone Number:	(425) 775-8663 x 106
Description of Proposed Action:	Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

OTHER PERMITTING INFORMATION:

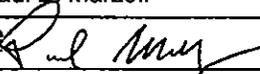
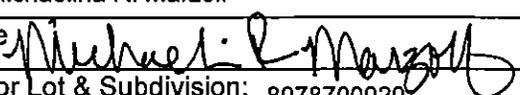
Are you applying for a consolidated permit review? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (Consolidated Permit Reviews require all applications be submitted concurrently.)
If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

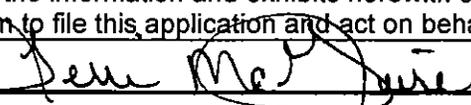
Location of Subject Property:	South of NE 205th St and west of 156th Ave NE.				
Legal Description:	See Attached				
Tax Parcel Number:	See Attached	¼ Sec.: NW	Sec.: 02	Twon.: 26	Range: 05
Size (ac/sq ft):	16.5 acres /	Comp. Plan Designation: Low-Density Res		Zone: R-1	
Current Use:	Single-family and outbuildings				
Are there Sensitive Areas on Property?	Yes (wetland)				

AUTHORIZATION TO FILE:

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name Paul B. Marzolf	Name Michaelina R. Marzolf
Signature 	Signature 
Tax No. or Lot & Subdivision 8078700020	Tax No. or Lot & Subdivision: 8078700020
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.	
Signature: 	Date 11-05-04

RECEIVED

City of Woodinville
Department of Planning & Community
Development

File #	2004-093
Appl. Type	PPA
TRC III Date	
Fee Paid	9840 ⁰⁰
Date Rec'd	11/8/04

NOV 8 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

GENERAL APPLICATION FORM

EXHIBIT 2
PAGE 3 OF 5

GENERAL INFORMATION:

Name of Development/Project: Montevallo

Applicant Name: Phoenix Development, Inc. (Contact: Loree Quade)

Applicant Address: P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167

Phone Number: (425) 775-8663 x 106

Description of Proposed Action:
Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

OTHER PERMITTING INFORMATION:

Are you applying for a consolidated permit review? YES NO
(Consolidated Permit Reviews require all applications be submitted concurrently.)

If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

Location of Subject Property: South of NE 205th St and west of 156th Ave NE.

Legal Description: See Attached

Tax Parcel Number: See Attached	¼ Sec.: NW	Sec.: 02	Twon.: 26	Range: 05
Size (ac/sq ft): 16.5 acres /	Comp. Plan Designation: Low-Density Res			Zone: R-1

Current Use: Single-family and outbuildings

Are there Sensitive Areas on Property? Yes (wetland)

AUTHORIZATION TO FILE:

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name John T. Halverson	Name Jocelyn S. Halverson
Signature <i>John T. Halverson</i>	Signature <i>Jocelyn S. Halverson</i>
Tax No. of Lot & Subdivision 8078700030	Tax No. of Lot & Subdivision: 8078700030
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.

Signature: *Loree M. Quade* Date 11-05-04

RECEIVED

City of Woodinville
Department of Planning & Community
Development

File #	2004 093
Appl. Type	PPA
TRC III Date	
Fee Paid	9840 ⁰⁰
Date Rec'd	11-8-04

NOV 8 2004

CITY OF WOODINVILLE GENERAL APPLICATION FORM
PLANNING DEPARTMENT

EXHIBIT 2
PAGE 4 OF 5

GENERAL INFORMATION:

Name of Development/Project: Montevallo

Applicant Name: Phoenix Development, Inc. (Contact: Loree Quade)

Applicant Address: P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167

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Description of Proposed Action:
Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

OTHER PERMITTING INFORMATION:

Are you applying for a consolidated permit review? YES NO
(Consolidated Permit Reviews require all applications be submitted concurrently.)
If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

Location of Subject Property: South of NE 205th St and west of 156th Ave NE.

Legal Description: See Attached

Tax Parcel Number: See Attached	1/4 Sec.: NW	Sec.: 02	Twn.: 26	Range: 05
Size (ac/sq ft): 16.5 acres /	Comp. Plan Designation: Low-Density Res		Zone: R-1	

Current Use: Single-family and outbuildings

Are there Sensitive Areas on Property? Yes (wetland)

AUTHORIZATION TO FILE:

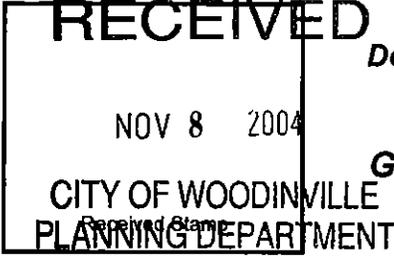
SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name Su Woon L. Rodriguez	Name
Signature <i>Su Woon L. Rodriguez</i>	Signature
Tax No. or Lot & Subdivision 8078700040	Tax No. or Lot & Subdivision:
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.

Signature: *Jenni McP...* Date 11-5-04



City of Woodinville
Department of Planning & Community
Development

GENERAL APPLICATION FORM

File #	2004-093
Appl. Type	
TRC III Date	
Fee Paid	
Date Rec'd	

EXHIBIT 2
PAGE 5 OF 5

GENERAL INFORMATION:

Name of Development/Project:	Montevallo
Applicant Name:	Phoenix Development, Inc. (Contact: Loree Quade)
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Phone Number:	(425) 775-8663 x106
Description of Proposed Action:	Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

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Are you applying for a consolidated permit review? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (Consolidated Permit Reviews require all applications be submitted concurrently.)
If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

Location of Subject Property: South of NE 205th St and west of 156th Ave NE.				
Legal Description: See Attached				
Tax Parcel Number: See Attached	¼ Sec.: NW	Sec.: 02	Twn.: 26	Range: 05
Size (ac/sq ft): 16.5 acres /	Comp. Plan Designation: Low-Density Res			Zone: R-1
Current Use: Single-family and outbuildings				
Are there Sensitive Areas on Property? Yes (wetland)				

AUTHORIZATION TO FILE:

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name Edward C. Litzenberger	Name Carolyn J. Litzenberger
Signature	Signature
Tax No. or Lot & Subdivision 8078700050	Tax No. or Lot & Subdivision: 8078700050
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.	
Signature:	Date 11-5-04

PLAT CERTIFICATE

Order No.: 1144451

Certificate for Filing Proposed Plat:

In the matter of the plat submitted for our approval, this Company has examined the records of the County Auditor and County Clerk of KING County, Washington, and the records of the Clerk of the United States Courts holding terms in said County, and from such examination hereby certifies that the title to the following described land situate in said KING County, to-wit:

SEE SCHEDULE A (NEXT PAGE)

VESTED IN:

SEE ATTACHED EXHIBIT

EXCEPTIONS:

SEE SCHEDULE B ATTACHED

CHARGE: \$200.00
TAX: \$17.60

Records examined to OCTOBER 13, 2004 at 8:00 AM

By



HARRIS/EISENBREY
Title Officer
(206) 628-5623

PLAT CERTIFICATE
SCHEDULE A

EXHIBIT 3
PAGE 2 OF 113

(Continued)

Order No.: 1144451

VESTED IN

JAMES L. JUSSEL, PRESUMPTIVELY SUBJECT TO THE COMMUNITY INTEREST OF A SPOUSE, IF MARRIED ON JANUARY 27, 2004, THE DATE OF ACQUIRING TITLE, AS TO THAT PORTION OF SAID PREMISES NOT CONVEYED TO W. T. WITHERS AND DEBORAH A. WITHERS, HIS WIFE, BY STATUTORY WARRANTY DEED RECORDED UNDER RECORDING NUMBER 8611210015; AND

JAMES J. JUSSEL AND PATRICE E. JUSSEL, HUSBAND AND WIFE, AS TO THE REMAINDER AS TO LOT 1;

PAUL B. MARZOLF AND MICHAELINA R. MARZOLF, HUSBAND AND WIFE AS TO LOT 2;

JOHN T. HALVERSON AND JOCELYN S. HALVERSON, HUSBAND AND WIFE AS TO LOT 3;

SU WOON L. RODRIGUEZ, AS HER SEPARATE ESTATE AS TO LOT 4;

EDWARD C. LITZENBERGER AND CAROLYN J. LITZENBERGER, HUSBAND AND WIFE AS TO LOT 5.

PLAT CERTIFICATE
SCHEDULE A

(Continued)

Order No.: 1144451

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4 AND 5, SUMMERS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED
IN VOLUME 100 OF PLATS, PAGES 33 AND 34, IN KING COUNTY, WASHINGTON.

CHICAGO TITLE INSURANCE COMPANY

EXHIBIT 3
PAGE 4 OF 113

PLAT CERTIFICATE
SCHEDULE B

Order No.: 1144451

This certificate does not insure against loss or damage by reason of the following exceptions:

GENERAL EXCEPTIONS:

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Rights or claims of parties in possession not shown by the public records.
- C. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- D. Easements or claims of easements not shown by the public records.
- E. Any lien, or right to lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- F. Liens under the Workmen's Compensation Act not shown by the public records.
- G. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage removal.
- H. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding or in the same becoming a lien.
- I. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims, or title to water.
- K. THIS REPORT IS ISSUED AND ACCEPTED UPON THE UNDERSTANDING THAT THE LIABILITY OF THE COMPANY SHALL NOT EXCEED ONE THOUSAND DOLLARS(\$1000.00).

PLAT CERTIFICATE
SCHEDULE B

(Continued)

Order No.: 1144451

EXCEPTIONS

- A ✓1. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON THE SHORT PLAT RECORDED UNDER RECORDING NUMBER 7504020415.
- B ✓2. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS AND SETBACKS, IF ANY, SET FORTH IN OR DELINEATED ON SUMMERS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 100 OF PLATS, PAGES 33 AND 34, IN KING COUNTY, WASHINGTON.
- C ✓3. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
- | | |
|-------------------|--|
| PURPOSE: | INGRESS, EGRESS AND UTILITIES |
| AREA AFFECTED: | A WESTERLY PORTION AS DESCRIBED IN SAID INSTRUMENT AS TO LOT 1 |
| RECORDED: | MAY 1, 1970 |
| RECORDING NUMBER: | 6645705 |
- D ✓4. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN INSTRUMENT:
- | | |
|-------------------|--|
| RECORDED: | AUGUST 22, 2003 |
| RECORDING NUMBER: | 20030822000857 |
| REGARDING: | ON-SITE SEWAGE SYSTEM OPERATION AND MAINTENANCE REQUIREMENTS |
- E AFFECTS: LOT 2
- F ✓5. NOTICE OF DEFERRED PROPERTY TAXES AND/OR SPECIAL ASSESSMENTS, INCLUDING A LIEN IN FAVOR OF THE STATE OF WASHINGTON FOR THE AMOUNT OF SUCH DEFERRED TAXES, ASSESSMENTS, AND INTEREST THEREON:
- | | |
|-------------------|-----------------|
| RECORDED: | APRIL 30, 1991 |
| RECORDING NUMBER: | 9104301276 |
| TAXPAYER: | JAMES L. JUSSEL |
- PLEASE CONTACT THE DEPARTMENT OF REVENUE, PROPERTY TAX DIVISION, P.O. BOX 47471, OLYMPIA, WA 98504-7471, AT PHONE NUMBER (360)570-5867 FOR THE AMOUNT OWING.
- G AFFECTS: LOT 1
- H 6. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

PLAT CERTIFICATE
SCHEDULE B

(Continued)

Order No.: 1144451

YEAR: 2004
 TAX ACCOUNT NUMBER: 807870-0010-03
 LEVY CODE: 2505
 ASSESSED VALUE-LAND: \$ 59,400.00
 ASSESSED VALUE-IMPROVEMENTS: \$ 62,200.00

GENERAL & SPECIAL TAXES: BILLED: \$ 491.61
 PAID: \$ 491.61
 UNPAID: \$ 0.00

SAID TAXES AND ASSESSED VALUES ARE REDUCED UNDER A SENIOR CITIZEN'S EXEMPTION. THE ASSESSED VALUES AND TAX AMOUNTS WILL BE INCREASED FOLLOWING THE SALE BY OR DEATH OF THE QUALIFYING TAXPAYER.

THE AMOUNT OF TAX FOR THE FULL YEAR WITHOUT THE EXEMPTION WILL BE \$2,694.84.

I AFFECTS: LOT 1, PORTION PARTIALLY EXEMPT

J 7. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 1991
 TAX ACCOUNT NUMBER: 807870-0010-86
 LEVY CODE: 7570
 ASSESSED VALUE-LAND: \$ 276,000.00
 ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

GENERAL & SPECIAL TAXES: BILLED: \$ 4,015.57
 PAID: \$ 0.00
 UNPAID: \$ 4,015.57

AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

K 8. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 1992
 TAX ACCOUNT NUMBER: 807870-0010-86
 LEVY CODE: 7570
 ASSESSED VALUE-LAND: \$ 276,000.00
 ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

GENERAL & SPECIAL TAXES: BILLED: \$ 3,990.95

PLAT CERTIFICATE
SCHEDULE B

(Continued)

EXHIBIT 3
PAGE 7 OF 113

Order No.: 1144451

PAID: \$ 0.00
UNPAID: \$ 3,990.95

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- L 9. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 1993
TAX ACCOUNT NUMBER: 807870-0010-86
LEVY CODE: 7571
ASSESSED VALUE-LAND: \$ 226,300.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00
GENERAL & SPECIAL TAXES: BILLED: \$ 3,276.37
PAID: \$ 0.00
UNPAID: \$ 3,276.37

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- M 10. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 1994
TAX ACCOUNT NUMBER: 807870-0010-86
LEVY CODE: 2505
ASSESSED VALUE-LAND: \$ 226,300.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00
GENERAL & SPECIAL TAXES: BILLED: \$ 3,414.86
PAID: \$ 0.00
UNPAID: \$ 3,414.86

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- N 11. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 1995
TAX ACCOUNT NUMBER: 807870-0010-86
LEVY CODE: 2505
ASSESSED VALUE-LAND: \$ 110,200.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

PLAT CERTIFICATE
SCHEDULE B

(Continued)

EXHIBIT <u>3</u>
PAGE <u>8</u> OF <u>113</u>

Order No.: 1144451

GENERAL & SPECIAL TAXES: BILLED: \$ 1,755.82
 PAID: \$ 0.00
 UNPAID: \$ 1,755.82

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- 0 12. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 1996
TAX ACCOUNT NUMBER: 807870-0010-86
LEVY CODE: 2505
ASSESSED VALUE-LAND: \$ 110,200.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

GENERAL & SPECIAL TAXES: BILLED: \$ 1,748.31
 PAID: \$ 0.00
 UNPAID: \$ 1,748.31

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- P 13. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 1997
TAX ACCOUNT NUMBER: 807870-0010-86
LEVY CODE: 2505
ASSESSED VALUE-LAND: \$ 195,000.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

GENERAL & SPECIAL TAXES: BILLED: \$ 3,114.58
 PAID: \$ 0.00
 UNPAID: \$ 3,114.58

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- Q 14. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 1998
TAX ACCOUNT NUMBER: 807870-0010-86
LEVY CODE: 2505
ASSESSED VALUE-LAND: \$ 195,000.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

PLAT CERTIFICATE
SCHEDULE B

(Continued)

EXHIBIT 3
PAGE 9 OF 113

Order No.: 1144451

GENERAL & SPECIAL TAXES: BILLED: \$ 3,002.40
 PAID: \$ 0.00
 UNPAID: \$ 3,002.40

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- R 15. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 1999
TAX ACCOUNT NUMBER: 807870-0010-86
LEVY CODE: 2505
ASSESSED VALUE-LAND: \$ 205,000.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

GENERAL & SPECIAL TAXES: BILLED: \$ 3,147.73
 PAID: \$ 0.00
 UNPAID: \$ 3,147.73

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- S 16. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2000
TAX ACCOUNT NUMBER: 807870-0010-86
LEVY CODE: 2505
ASSESSED VALUE-LAND: \$ 235,300.00
ASSESSED VALUE-IMPROVEMENTS: \$ 0.00

GENERAL & SPECIAL TAXES: BILLED: \$ 3,449.15
 PAID: \$ 0.00
 UNPAID: \$ 3,449.15

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- T 17. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2001
TAX ACCOUNT NUMBER: 807870-0010-86
LEVY CODE: 2505
ASSESSED VALUE-LAND: \$ 272,400.00

PLAT CERTIFICATE
SCHEDULE B

(Continued)

EXHIBIT <u>3</u>
PAGE <u>100</u> OF <u>117</u>

Order No.: 1144451

ASSESSED VALUE-IMPROVEMENTS:	\$	0.00
GENERAL & SPECIAL TAXES:	BILLED:	\$ 3,840.66
	PAID:	\$ 0.00
	UNPAID:	\$ 3,840.66

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- AT 18. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR:	2002
TAX ACCOUNT NUMBER:	807870-0010-86
LEVY CODE:	2505
ASSESSED VALUE-LAND:	\$ 209,300.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 0.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 2,864.73
	PAID: \$ 0.00
	UNPAID: \$ 2,864.73

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- U 19. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR:	2003
TAX ACCOUNT NUMBER:	807870-0010-86
LEVY CODE:	2505
ASSESSED VALUE-LAND:	\$ 219,700.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 0.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 2,823.54
	PAID: \$ 0.00
	UNPAID: \$ 2,823.54

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- V 20. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR:	2004
TAX ACCOUNT NUMBER:	807870-0010-86
LEVY CODE:	2505

PLAT CERTIFICATE
SCHEDULE B

(Continued)

EXHIBIT 3
PAGE 11 OF 113

Order No.: 1144451

ASSESSED VALUE-LAND:	\$ 229,500.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 0.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 2,872.42
	PAID: \$ 0.00
	UNPAID: \$ 2,872.42

AFFECTS: AS TO THE REMAINDER OF LOT 1, EXCEPT PORTION PARTIALLY EXEMPT

- * 21. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR:	2004
TAX ACCOUNT NUMBER:	807870-0020-01
LEVY CODE:	2505
ASSESSED VALUE-LAND:	\$ 154,000.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 180,000.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 4,489.49
	PAID: \$ 4,489.49
	UNPAID: \$ 0.00

AFFECTS: LOT 2

- X 22. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR:	2004
TAX ACCOUNT NUMBER:	807870-0030-09
LEVY CODE:	2505
ASSESSED VALUE-LAND:	\$ 154,000.00
ASSESSED VALUE-IMPROVEMENTS:	\$ 190,000.00
GENERAL & SPECIAL TAXES:	BILLED: \$ 4,646.12
	PAID: \$ 2,323.06
	UNPAID: \$ 2,323.06

AFFECTS: LOT 3

- Y 23. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR:	2004
TAX ACCOUNT NUMBER:	807870-0040-07

PLAT CERTIFICATE
SCHEDULE B

(Continued)

EXHIBIT 3
PAGE 2 OF 113

Order No.: 1144451

LEVY CODE: 2505
 ASSESSED VALUE-LAND: \$ 154,000.00
 ASSESSED VALUE-IMPROVEMENTS: \$ 197,000.00

GENERAL & SPECIAL TAXES: BILLED: \$ 4,746.38
 PAID: \$ 2,373.19
 UNPAID: \$ 2,373.19

AFFECTS: LOT 4

- 2 24. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2004
 TAX ACCOUNT NUMBER: 807870-0050-04
 LEVY CODE: 2505
 ASSESSED VALUE-LAND: \$ 154,000.00
 ASSESSED VALUE-IMPROVEMENTS: \$ 204,000.00

GENERAL & SPECIAL TAXES: BILLED: \$ 4,821.10
 PAID: \$ 2,410.55
 UNPAID: \$ 2,410.55

AFFECTS: LOT 5

- AA 25. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: JOHN T. HALVERSON AND JOCELYN S.
 HALVERSON, HUSBAND AND WIFE
 TRUSTEE: KEYBANK USA NATIONAL ASSOCIATION
 BENEFICIARY: KEYBANK NATIONAL ASSOCIATION
 AMOUNT: \$ 75,000.00
 DATED: MAY 2, 2003
 RECORDED: JULY 30, 2003
 RECORDING NUMBER: 2003073005242
 LOAN NUMBER: 473101860987

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF THE INDEBTEDNESS SECURED.

AB AFFECTS: LOT 3

- AC 26. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

PLAT CERTIFICATE
SCHEDULE B

(Continued)

Order No.: 1144451

GRANTOR: JOHN T. HALVERSON, A MARRIED PERSON AND
JOCELYN S. HALVERSON, A MARRIED PERSON
TRUSTEE: H AND L SERVICES, INC.
BENEFICIARY: WELLS FARGO HOME MORTGAGE, INC.
AMOUNT: \$ 115,560.00
DATED: JUNE 30, 2003
RECORDED: JULY 31, 2003
RECORDING NUMBER: 20030731000021
LOAN NUMBER: ---

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF THE INDEBTEDNESS SECURED.

AD AFFECTS: LOT 3

AE 27. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: PAUL B. MARZOLF AND MICHAELINA R.
MARZOLF, HUSBAND AND WIFE
TRUSTEE: FIRST AMERICAN TITLE INSURANCE CO.
BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.
AMOUNT: \$ 256,000.00
DATED: SEPTEMBER 24, 2003
RECORDED: SEPTEMBER 26, 2003
RECORDING NUMBER: 20030926002534
LOAN NUMBER: ---

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF THE INDEBTEDNESS SECURED.

AF AFFECTS: LOT 2

AG 28. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: PAUL B. MARZOLF AND MICHAELINA R.
MARZOLF, HUSBAND AND WIFE
TRUSTEE: FIRST AMERICAN TITLE INSURANCE CO.
BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.
AMOUNT: \$ 64,000.00
DATED: SEPTEMBER 24, 2003
RECORDED: SEPTEMBER 26, 2003
RECORDING NUMBER: 20030926002535

PLAT CERTIFICATE
SCHEDULE B

(Continued)

Order No.: 1144451

LOAN NUMBER: ---

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF THE INDEBTEDNESS SECURED.

AH AFFECTS: LOT 2

AI 29. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR:	EDWARD C. LITZENBERGER AND CAROLYN J. LITZENBERGER
TRUSTEE:	GROUP 9, INC., A PENNSYLVANIA CORPORATION
BENEFICIARY:	WASHINGTON MUTUAL BANK
AMOUNT:	\$ 308,700.00
DATED:	NOT DISCLOSED
RECORDED:	JANUARY 14, 2004
RECORDING NUMBER:	20040114000670
LOAN NUMBER:	0628962813

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF THE INDEBTEDNESS SECURED.

AJ AFFECTS: LOT 5

AK 30. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR:	PAUL B. MARZOLF AND MICHAELINA R. MARZOLF, HUSBAND AND WIFE
TRUSTEE:	FIRST AMERICAN TITLE INSURANCE
BENEFICIARY:	NATIONAL CITY MORTGAGE CO. DBA ACCUBANC MORTGAGE, A CORPORATION
AMOUNT:	\$ 329,000.00
DATED:	SEPTEMBER 20, 2004
RECORDED:	SEPTEMBER 27, 2004
RECORDING NUMBER:	20040927000599
LOAN NUMBER:	0003579092

THE AMOUNT NOW SECURED BY SAID DEED OF TRUST AND THE TERMS UPON WHICH THE SAME CAN BE DISCHARGED OR ASSUMED SHOULD BE ASCERTAINED FROM THE HOLDER OF THE INDEBTEDNESS SECURED.

AL AFFECTS: LOT 2

PLAT CERTIFICATE
SCHEDULE B

(Continued)

EXHIBIT 3
PAGE 5 OF 11

Order No.: 1144451

AM 31. RIGHT, TITLE AND INTEREST OF SUE & JIM RICH, PRESUMED BY THE KING COUNTY TAX ROLLS TO HAVE AN INTEREST IN SAID PREMISES.

AN AFFECTS: LOT 4

AQ 32. THE LEGAL DESCRIPTION IN THIS COMMITMENT IS BASED ON INFORMATION PROVIDED WITH THE APPLICATION AND THE PUBLIC RECORDS AS DEFINED IN THE POLICY TO ISSUE. THE PARTIES TO THE FORTHCOMING TRANSACTION MUST NOTIFY THE TITLE INSURANCE COMPANY PRIOR TO CLOSING IF THE DESCRIPTION DOES NOT CONFORM TO THEIR EXPECTATIONS.

AR NOTE 1:
THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED TO COMPLY WITH THE REQUIREMENTS OF RCW 64.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WHICH MUST ALSO APPEAR IN THE BODY OF THE DOCUMENT:

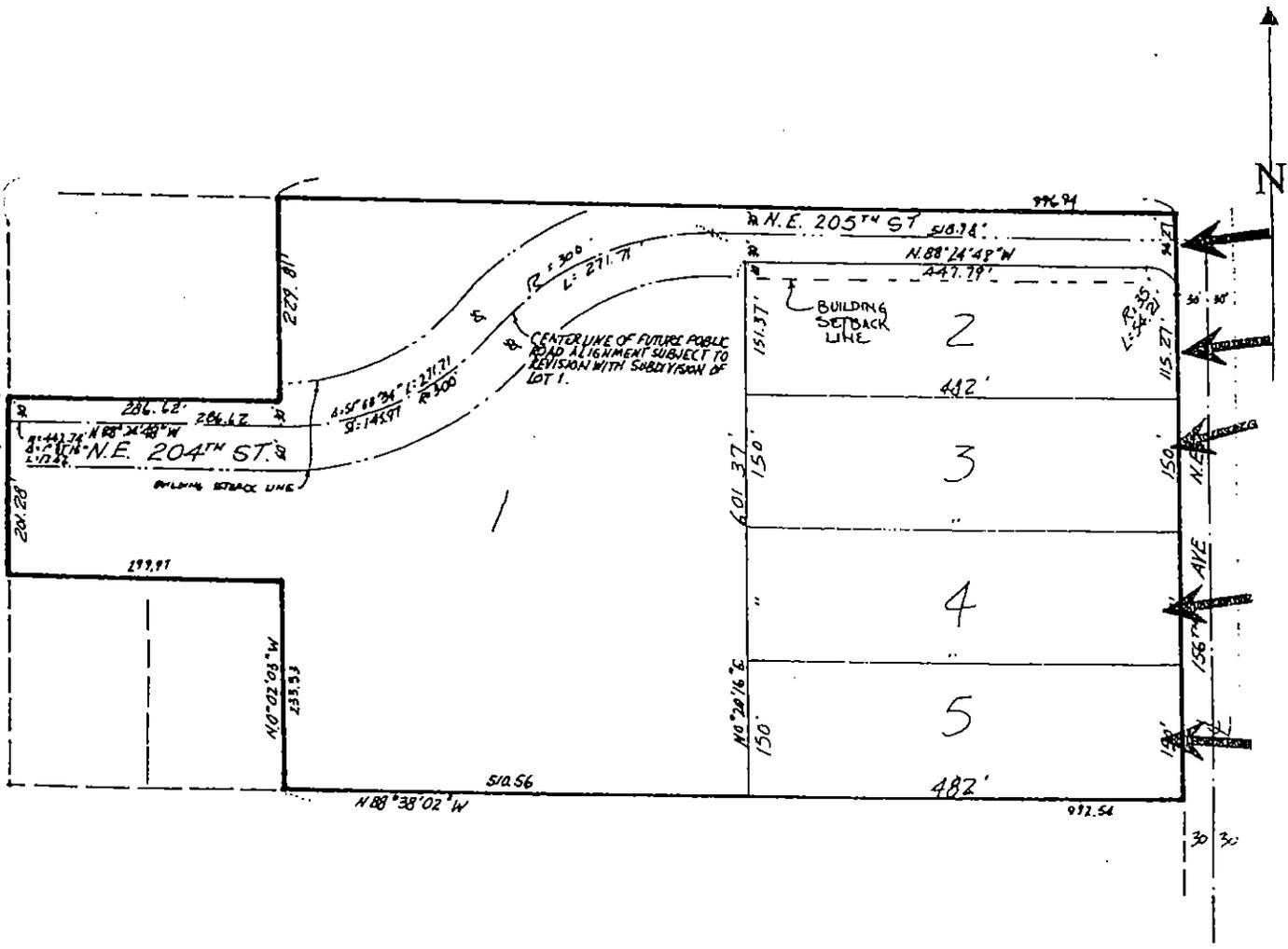
LOTS 1, 2, 3, 4 AND 5, VOLUME 100 OF PLATS, PAGE 33.

END OF SCHEDULE B



IMPORTANT: This is not a Survey. It is furnished as a convenience to locate the land indicated hereon with reference to streets and other land. No liability is assumed by reason of reliance hereon.

Summers ADD.
1" = 200' ±





Transamerica Title Insurance Company

W 75504

EXHIBIT 3
PAGE 17 OF 19

FILED FOR RECORD AT REQUEST OF

RECEIVED

NOV 13 8 31 AM '86

THIS SPACE PROVIDED FOR RECORDER'S USE:

WHEN RECORDED RETURN TO

Name: JAMES L. JUSSEL
Address: 20341 156th Ave. NE
City, State, Zip: Woodinville, Wa. 98072

FILED FOR RECORD AT REQUEST OF
RECORDER'S OFFICE
1008 WEST AVENUE, SUITE 200
SEATTLE, WA 98104

861130040

\$4900

Statutory Warranty Deed

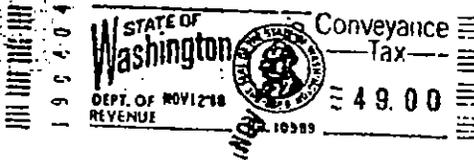
THE GRANTOR W.T. WITHERS, as his separate estate

for and in consideration of Fulfillment of real estate contract

in hand paid, conveys and warrants to JAMES J. JUSSEL & PATRICE E. JUSSEL, husband and wife

the following described real estate, situated in the County of King, State of Washington:

AS PER ATTACHED:



SALES TAX PAID ON CONTRACT REF NO 350000
KING CO. RECORDS DIVISION

BY *al. mellore* DEPUTY

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated April 8, 1976, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on May 6, 1976, Rec. No. 350000

Dated November 5, 1986

W.T. Withers

STATE OF WASHINGTON }
COUNTY OF Snohomish } ss.

On this day personally appeared before me
W.T. Withers
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 5th day of November, 1986

David Thomas
Notary Public in and for the State of Washington, residing at Edmonds

STATE OF WASHINGTON }
COUNTY OF } ss.

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

and
to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed, of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Notary Public in and for the State of Washington.

861130040

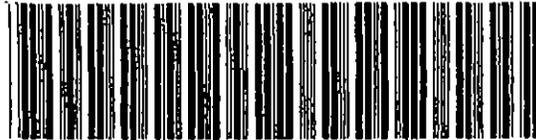
That portion of the north half of the Government lot 3, section 2, township 26 north, range 5 east W.M., in King County, Washington described as follows:

Beginning at the northwest corner of said subdivision; thence south 88°24'48" east along the north line thereof 300 feet to the true point of beginning of this description; thence south 0°01'59" east parallel with the west line of said subdivision 282.21 feet; thence north 88°24'43" west 288.04 feet to the beginning of a tangent curve to the left having a radius of 472.79 feet; thence westerly along said curve to the left an arc distance of 13.36 feet to the west line of said subdivision; thence south 0°01'59" east along said west line to a point which bears north 0°01'59" west 233.33 feet from the southwest corner of the north half of said Government lot 3; thence south 88°38'05" east 300 feet, more or less, to the east line of the west 300 feet of said Government lot 3; thence south 0°01'59" east along said east line to the south line of the north half of said Government lot 3; thence easterly along said south line to the west line of the east 332 feet of said Government lot 3; thence northerly along said west line to the south line of the north 60 feet of said Government lot 3; thence easterly along said south line to the west line of the east 30 feet of said Government lot 3; thence northerly along said west line to the north line of said Government lot 3; thence north 88°24'48" west to the true point of beginning.

Being a portion of Tract A as designated on short plat 974043, filed April 7, 1975 as auditor's file No 7164926015, records of King County, Washington.

SUBJECT TO: Easements, restrictions and reservations now of record, if any.

EXHIBIT 3
PAGE 9 OF 13



20040203002304

CHICAGO TITLE QCD 22.00
PAGE001 OF 004
02/03/2004 15:39
KING COUNTY, WA

Return Name and Address:

Jeff Leghorn
P O. Box 958
Lynnwood, WA 98046

E2016598

02/03/2004 14:09
KING COUNTY, WA
TAX \$2 00
SALE \$0 00

PAGE001 OF 001

Document Title(s)
1. Quit Claim Deed

Grantor(s)
1 Terry E Summers
2 Pamela J. Summers

Additional names on page ___ of document

Grantee(s)
1 James L. Jussel
2

Additional names on page ___ of document.

Legal Description (abbreviated i.e. lot, block, plat OR section, township, range, qtr./qtr)
Section 02, Township 26N, Range 05 East Lot 1, VOL. 100 plats pg 33

Additional legal is on ___ of document

Reference Number(s) (Auditor File Numbers) of Documents assigned or released

Additional numbers on page _____ of document

Assessor's Property Tax Parcel/Account Number
80 78 70 00 10

Property Tax Parcel ID is not yet assigned

Additional parcel numbers on page ___ of document

CHICAGO TITLE INSURANCE COMPANY
has placed the document of
record as a customer courtesy
and accepts no liability for
the accuracy or validity of
the document

FILED BY CHICAGO TITLE INSURANCE CO. (4)
REF. # W1084423-10

WHEN RECORDED RETURN TO.

A. Jeff Leghorn, Attorney at Law
P O Box 958
Lynnwood, WA 98046-0958

QUIT CLAIM DEED

THE GRANTOR, Terry E Summers and Pamela J. Summers, husband and wife for and in consideration of Ten Dollars, sufficiency of which is hereby agreed upon, conveys and quit claims to

James L. Jussel all interest in the property described below, situated in the County of Snohomish, State of Washington, together with all after acquired title of the Grantor therein.

Full legal description attached as Exhibit A and incorporated thereby.

Dated this 27 day of JAN 2004
~~2003~~.

GRANTOR:

By Terry E. Summers
Terry E. Summers

By Pamela J. Summers
Pamela J. Summers

EXHIBIT 3
PAGE 2 OF 113

STATE OF WASHINGTON)
) ss
COUNTY OF Snohomish)

On this 27th day of January, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, to me known personally appeared Terry E. Summers and Pamela J. Summers described herein and that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned

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



NOTARY PUBLIC in and for the
State of Washington



EXHIBIT	<u>3</u>
PAGE	<u>27</u> OF <u>117</u>

EXHIBIT A

Lot 1, Summers Addition, According to the plat thereof, recorded in volume 100 of plats, pages 33 and 34, in King County, Washington

AFTER RECORDING MAIL TO:

Name Paul & Michaelina Marzolf

Address 20337 156th AVE NE

City, State, Zip Woodinville, WA 98072

R-19901

Filed for Record at Request of State Mortgage & Escrow Inc.



20030926002533

FIRST AMERICAN LD
PAGE 001 OF 001
09/26/2003 15:30
KING COUNTY, WA

EXHIBIT 3
PAGE 23 OF 13

STATUTORY WARRANTY DEED

THE GRANTOR ASTRID STRAIGHT, as her sole and separate estate FIRST AMERICAN 120439

For and in consideration of Ten and NO/100(\$10.00) Dollars and other valuable
consideration
in hand paid, conveys, and warrants to PAUL B. MARZOLF and MICHAELINA R. MARZOLF,
husband and wife HALG

the following described real estate, situated in the County of KING, state of Washington
Lot 2 of Summers Addition, according to the plat recorded in volume 100 of
plats, pages 33 and 34, in King County, Washington.

SUBJECT TO Any and all offers of dedication, conditions, restrictions,
easements, fence line/boundary discrepancies, notes and/or provisions shown or
disclosed by the filed or recorded map; Agreement and the terms and conditions
thereof recorded under recording No. 6445096; On-site sewage system operation
and maintenance requirements recorded under recording No. 20030822000857.

Accessor's Property Tax Parcel/Account Number
8078700020

Dated this 18th day of September, 2003

By Astrid Straight By _____
ROBERTA ANN LAMB

By Roberta Ann Lamb By _____
attly in fact

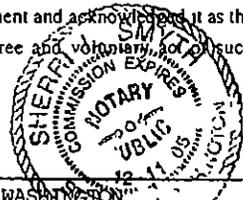
STATE OF WASHINGTON

COUNTY OF KING } SS

I certify that I know or have satisfactory evidence that ROBERTA ANN LAMB
(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this
instrument, on oath stated that (he/she/they) (is/are) authorized to execute the instrument and acknowledged it as the
ATTORNEY IN FACT of ASTRID STRAIGHT to be the free and voluntary act of such
party(ies) for the uses and purposes mentioned in this instrument

Dated 9/23/03 _____
Notary Public in and for the state of WASHINGTON

My appointment expires 2/11/05



LPB-10(c) 7/97

E1991233
09/26/2003 15:50
KING COUNTY, WA
TAX \$5,886.00
SALE \$320,000.00

This Space Reserved For Recorder's Use

EXHIBIT 3
PAGE 24 of 13

Filed for Record at Request of
Highburg-Parks Escrow, Inc.

AFTER RECORDING MAIL TO:

Name JOHN T. HALVERSON

Address 20325 156TH AVE NORTHEAST

City, State, Zip WOODINVILLE, WA 98072

Escrow number: 24968

4:11:09 AM KING COUNTY RECORDS

Filed by Chicago Title Insurance Co.
9403171137
P.O. # 406571-02

Statutory Warranty Deed

THE GRANTOR SHAN-JIA DENNY JU AND HSIU-SHAN JU, HUSBAND AND WIFE

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION
in hand paid, conveys and warrants to JOHN T. HALVERSON AND JOCELYN S. HALVERSON, HUSBAND AND WIFE

the following described real estate, situated in the County of KING, State of Washington:

LOT 3, SUMMERS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 100
OF PLATS, PAGES 33 AND 34, IN KING COUNTY, WASHINGTON.

SUBJECT TO:

Easements, restrictions and notes contained in said plat.
Right of the public to make necessary slopes for cuts or fills upon
said premises.

Dated this 09 day of March, 1994

By Shan Jia Denny Ju By _____
SHAN-JIA DENNY JU

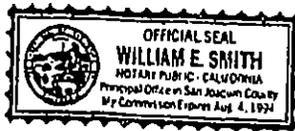
By Hsiu Shan Ju By _____
HSIU-SHAN JU

STATE OF CALIFORNIA
COUNTY OF San Joaquin } ss

I certify that I know or have satisfactory evidence that SHAN-JIA DENNY JU
HSIU-SHAN JU

are the person s who appeared before me, and said person s acknowledged that
they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes
mentioned in this instrument.

Dated: 3-11-94



William E. Smith
Notary Public in and for the State of CALIFORNIA
Residing at Stockton, Calif.
My appointment expires: Aug 4, 1994

00375 7-10-25712 - E M 200

First American Title INSURANCE COMPANY

Litzenberger

THIS SPACE RESERVED FOR RECORDER'S USE.

EXHIBIT 3 PAGE 25 OF 13

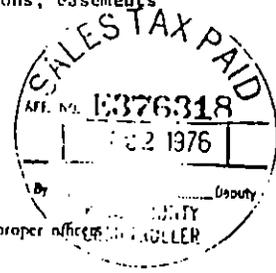
Filed for Record at Request of ... Name: CASPARE BROWN COMPANY Address: ... City and State: ...

Statutory Warranty Deed (CORPORATE FORM)

THE GRANTOR WITHERS CONSTRUCTION, INC., a Washington corporation ... in hand paid, conveys and warrants to EDWARD C. LITZENBERGER and CAROLYN J. LITZENBERGER, husband and wife ... the following described real estate, situated in the County of King, State of Washington:

LOT 5, SUMMERS ADDITION, according to the Plat recorded in Volume 100 of Plats, page 33 and 34, in King County, Washington.

SUBJECT TO: Restrictions, reservations, covenants, conditions, easements and agreements of record, if any.



IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officer on this 20th day of October, 1976.

WITHERS CONSTRUCTION, INC. By: [Signature] President.

STATE OF WASHINGTON, County of King

On this 27th day of October, 1976, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert J. Withers and [Signature], President and Secretary, respectively, of Withers Construction, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporate seal of said corporation. Witness my hand and official seal hereon affixed the day and year first above written.

[Signature] Notary Public in and for the State of Washington, residing at Seattle

544
APR--2-75 00176 7504020415 - E RE

SHORT PLAT NO. 974043
KING COUNTY, WASHINGTON

EXHIBIT 3
PAGE 29 OF 113

This space reserved for
Recorder's use
OF
REQUEST OF

1975 APR 2 PM 1 03

DIRECTOR
RECORDS & ELECTIONS
KING COUNTY, WASH.

Filed for record at the
request of:

Robert Gooch, et al

Name

Return to:

Land Use Management Div.
W215, King Co. Courthouse
Seattle, Washington 98104

Recording Number

APPROVAL

Department of Community & Environmental Development
Division of Land Use Management

Examined and approved this 31 day of

MARCH, 1975

Edward B. Lane

Director, Division of Land Use Management

Department of Public Works

Examined and approved this 26TH day of 14

MARCH, 1975

A. J. Joffe

Director

Department of Assessments

Examined and approved this 28TH day of

March, 1975

HARLEY H. HOTTE

Assessor

A. Martin

Deputy Assessor

LEGAL DESCRIPTION

The north half of Government Lot 3, section 2, township 26 north,
range 5 east, W.M., EXCEPT the east 30 feet conveyed to King
County for road purposes by deed recorded under Auditor's File
No. 2011455.

DECLARATION:

Know all men by these presents that we, the undersigned, owner(s) in fee simple [and contract purchaser(s)] of the land herein described do hereby make a short subdivision thereof pursuant to RCW 58.17.060 and declare this short plat to be the graphic representation of same, and that said short subdivision is made with the free consent and in accordance with the desire of the owner(s).
In witness whereof we have set our hands and seals.

7304020415

[Signature]
Name _____
[Signature]
Name _____
[Signature]
Name _____

[Signature]
Name _____
[Signature]
Name _____
[Signature]
Name _____

STATE OF WASHINGTON }
County of KING } ss.

On this day personally appeared before me J HILTS & C. HILTS
S. GOOCH R. GOOCH - M. GOOCH - J. GOOCH
to me known to be the individual 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 9th day of JAN., 1975.
[Signature]
Notary Public in and for the State of Washington,
residing at Woodinville, Wn.

STATE OF WASHINGTON }
County of _____ } ss.

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

GIVEN under my hand and official seal this _____ day of _____, 19____.

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

DECLARATION:

Know all men by these presents that we, the undersigned, owner(s) in fee simple (and contract purchaser(s)) of the land herein described do hereby make a short subdivision thereof pursuant to RCW 58.17.060 and declare this short plat to be the graphic representation of same, and that said short subdivision is made with the free consent and in accordance with the desire of the owner(s).
In witness whereof we have set our hands and seals.

7504020415

Dennis W. Wald
Name
Harvey J. Wald
Name

Name

Fredrick D Chrysler
Name
Kathleen A Chrysler
Name
Helena R. Widdop
Name

STATE OF WASHINGTON } ss.
County of KING

On this day personally appeared before me D. Wald & K. Wald
F. D Chrysler & E. A. Chrysler - Helena R. Widdop
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as the free and voluntary act and deed, for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 17 day of Dec., 1974.
Hugo O Engel
Notary Public in and for the State of Washington,
residing at Woodinville, WA.

STATE OF WASHINGTON } ss.
County of KING

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

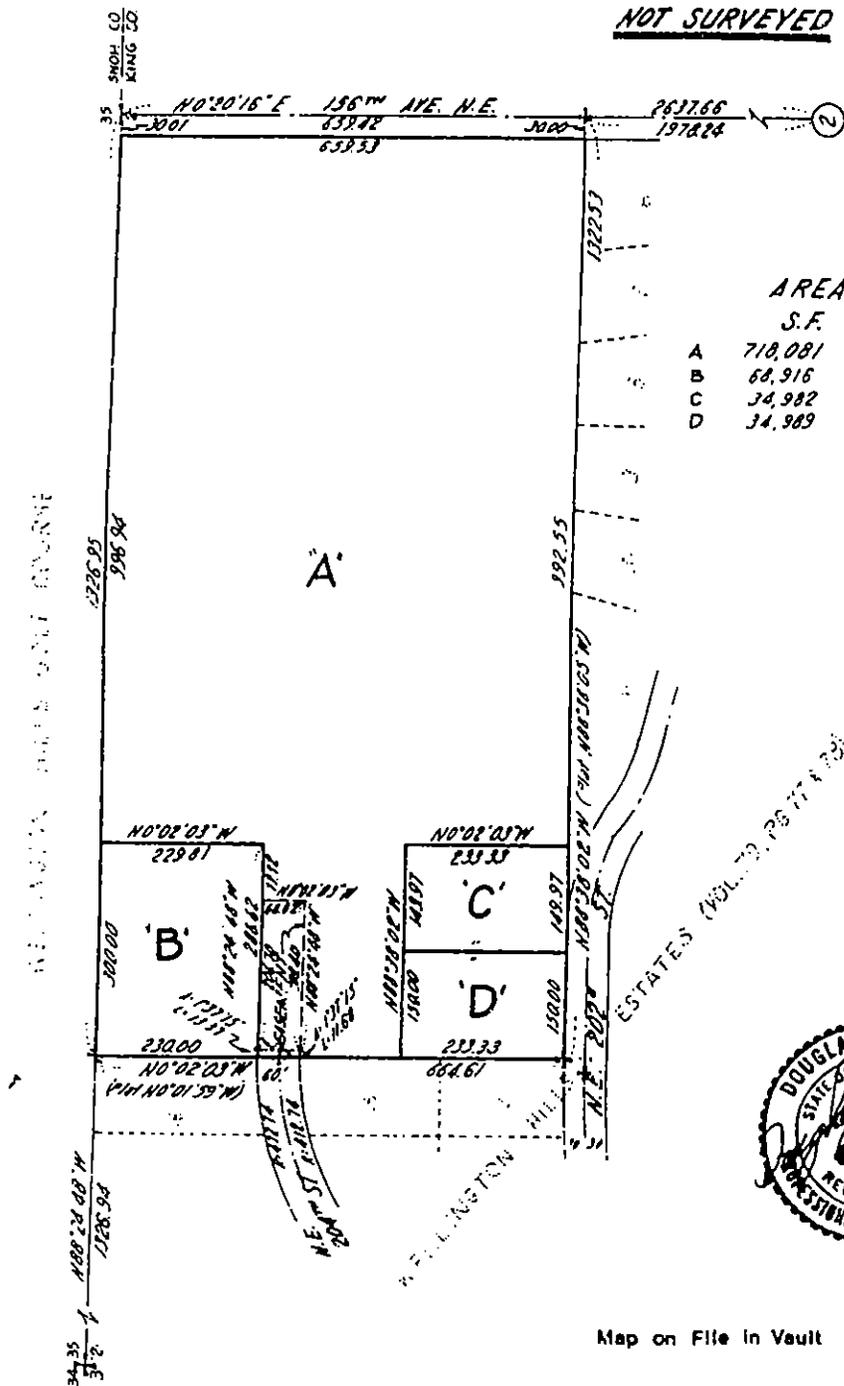
GIVEN under my hand and official seal this 15 day of JAN, 1975.
Hugo O Engel
Notary Public in and for the State of Washington,
residing at Woodinville, WA.

Recorder's Note: Notary seal not affixed.

DODDS ENGINEERS, INC.
 BELLEVUE, WA. (885-7877)
 JOB NO. 14149 ~ SEPT. 24, 1974
NOT SURVEYED

EXHIBIT 3
 PAGE 29 OF 103

7504020415

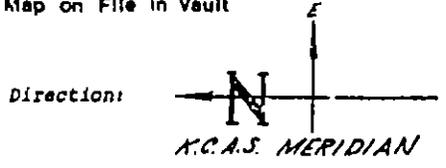


AREAS

	S.F.	ACRES
A	718,081	16.485
B	68,916	1.582
C	34,982	0.803
D	34,989	0.803



Map on File in Vault



SUMMERS ADDITION

SECTION 2, TWP. 26 N., R. 5 E., W.M.

KING COUNTY, WASHINGTON

EXHIBIT 102-33
PAGE 30 OF 113

DESCRIPTION

This plat of SUMMERS ADDITION embraces that portion of the North 1/2 of Government Lot 2 in Section 2, Township 26 North, Range 5 East, W.M., King County, Washington, except Tracts B, C, and D in the short plat filed under Auctioneer's File Number 375220415, records of said county, except the East 30 36 feet for road purposes, more particularly described as follows:

Beginning at the Northwest corner of said subdivision, thence S 88°26'45" W along the North line of said subdivision 150.00 feet to the Point of Beginning; thence S 0°20'18" W along the westerly margin of 150th Avenue N.E., 653.56 feet to the South line of said subdivision; thence N 86°18'11" W along said South line 492.56 feet to the East line of said Tract C; thence N 2°21'33" E along said East line 213.35 feet to the North line of said Tract C; thence N 88°30'32" W along said North line of Tract C and the North line of Tract B; 252.37 feet to the West line of said subdivision; thence S 0°22'03" E along said West line 252.37 feet to a point on the South line of said Tract B, said point being on the arc of a curve to the right from which the center bears S 0°21'33" E 422.76 feet distance; thence S 86°18'11" W along said curve and South line through a central angle of 132°15' 00" an arc distance 13.37 feet to a point of tangency; thence S 86°26'48" E along said South line 126.40 feet to the East line of said Tract B; thence N 0°22'03" E along said East line 252.37 feet to the North line of said subdivision; thence S 88°26'48" E along said North line 176.34 feet to the Point of Beginning.

RESTRICTIONS

No lot or portion of a lot in this plat shall be divided or sold or leased or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use indicated in which located. No no lots shown on this plat shall be divided without prior approval from King County and Seattle King County Department of Public Health. Further the lots created by such future subdivision must be served by public sewers.

I hereby certify that this plat of SUMMERS ADDITION is based upon an actual survey and subdivision of Section 2, Twp. 26 N., Range 5 E., W.M.; that the courses and distances are shown correctly thereon, that the monuments will be set on the lot and block corners as stated correctly on the ground and that I have fully complied with the provisions of the platting regulations.



D.K. Rouse, Prof. Land Surveyor
Certificate No. 9135

APPROVALS

Examined and approved this 21st day of June 1976

DEPARTMENT OF PUBLIC WORKS

Director
Examined and approved this 24th day of June 1976

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

Manager, Division of Building and Land Development
Examined and approved this 25 day of June 1976

DEPARTMENT OF ASSESSMENTS

King County Assessor
Examined and approved this 25th day of June 1976

KING COUNTY COUNCIL
Attest: Clerk of Council

COMPTROLLERS CERTIFICATE

I hereby certify that all property taxes are paid, that there are no delinquent taxes or assessments certified to this office for collection and that all special assessments certified in this office for collection on any of the property herein contained, dedicated streets, alleys or for other public use, are paid in full. This 25th day of June 1976

OFFICE OF COMPTROLLER
King County Comptroller
Deputy King County Comptroller

RECORDING CERTIFICATE 7607070463

Filed for record at the request of the King County Council this 7 day of JULY 1976, at 12 minutes past 00, and recorded in Volume 700 of Plat, page 30 of records of King County, Washington.

DIVISION OF RECORDS AND ELECTIONS
Manager
Superintendent of Records

EASEMENT PROVISIONS

An easement is hereby reserved for and granted to PUGET SOUND POWER & LIGHT COMPANY, GENERAL TELEPHONE COMPANY OF THE NORTHWEST, INC., and KING COUNTY WATER DISTRICT NO. 124 and their respective successors and assigns, under and upon the exterior 2 feet, parallel with and adjoining the street frontage of all lots in which to install, lay, construct, repair, operate and maintain underground conduits, cables, pipe and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, and utility service, together with the right to erect upon the lots of all lots for the purposes herein stated. Also, each lot shall be subject to an easement 2 1/2 feet in width parallel with and adjacent to all exterior lot lines for purposes of utilities and drainage.

No lines or wires for the transmission of electrical current or for telephone use, radio or other signals, or for other purposes, shall be placed or permitted to be placed upon any lot outside the buildings thereon unless the same shall be underground in its conduct attached to the building.

DEDICATION

NOW ALL MEN BY THESE PRESENTS that we, the undersigned owners, do hereby give to the King County Public Works Department this plat and dedicate to the use of the public, however, all streets, alleys, easements thereon and the use thereof for all public purposes and reserve to the King County Public Works Department, subject to the rules and regulations and general regulations of the streets and alleys, the use and enjoyment thereof for the use and enjoyment of the streets and alleys, and easements thereon.

Witness my hand and official seal the day and year first above written.
D.K. Rouse
W.D. Wilson
James J. Jussel
D.K. Rouse
Walter D. Jones
Francis E. Jussel
Merton J. Jones
Merton J. Jones

ACKNOWLEDGMENT

STATE OF WASHINGTON
COUNTY OF KING
This is to certify that on this 1 day of FEBRUARY, 1976, before me, the undersigned, a Notary Public, personally appeared WALTER D. JONES, who being known to me and acknowledged to me that he signed and sealed the same as the voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.
Merton J. Jones
Notary Public in and for the State of Washington
Residing at Woodinville

STATE OF WASHINGTON
COUNTY OF KING
This is to certify that on this 1 day of MARCH, 1976, before me, the undersigned, a Notary Public, personally appeared WALTER D. JONES, who being known to me and acknowledged to me that he signed and sealed the same as the voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.
Merton J. Jones
Notary Public in and for the State of Washington
Residing at Woodinville

STATE OF WASHINGTON
COUNTY OF KING
This is to certify that on this 12 day of JUNE, 1976, before me, the undersigned, a Notary Public, personally appeared WALTER D. JONES, who being known to me and acknowledged to me that he signed and sealed the same as the voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.
Merton J. Jones
Notary Public in and for the State of Washington
Residing at Woodinville

STATE OF WASHINGTON
COUNTY OF KING
This is to certify that on this 12 day of JUNE, 1976, before me, the undersigned, a Notary Public, personally appeared WALTER D. JONES, who being known to me and acknowledged to me that he signed and sealed the same as the voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first above written.
Merton J. Jones
Notary Public in and for the State of Washington
Residing at Woodinville

GROUP FOUR, INC.

73 24

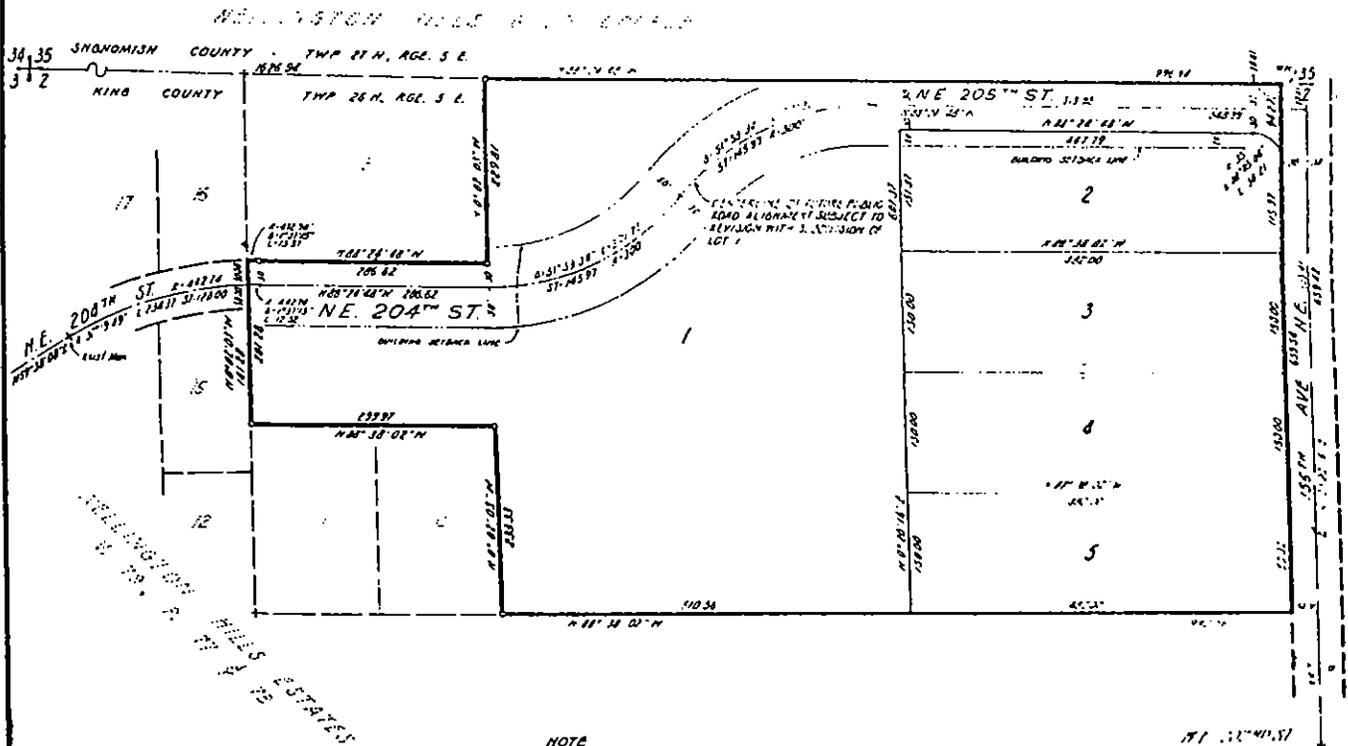
16-25 UG

EXHIBIT 3
PAGE 31 OF 113

SUMMERS ADDITION

SECTION 2, TWP. 26 N., R. 5 E., W.M.

KING COUNTY, WASHINGTON



NOTE

SUBDIVISION OF LOTS 2, 3, 4 & 5 SHALL REQUIRE ACCESS FROM A PUBLIC STREET OTHER THAN 156th AVE N.E.

FUTURE STRUCTURES PROHIBITED WITHIN 50 FEET OF FUTURE ROAD CENTERLINE.

SUBDIVISION OF LOT NO 1 MAY REQUIRE THE CONSTRUCTION OF A PUBLIC STREET BETWEEN N.E. 204th STREET AND 156th AVENUE N.E.



D.R. Roupe
D.R. Roupe, Prof. Land Surveyor
Certificate No. 9435



SCALE 1" = 100'

+ not returned
• plotted on app

NO 348 REC 132

THE GRANTORS, *[illegible]*

for and in consideration of love and affection

the following described real estate, situated in the County of KING, State of WASHINGTON:

That portion of the North half of the Northeast quarter of the Northwest quarter of Section 2, Township 26 North, Range 5 East, W.M., King County, Washington, described as follows:

Beginning at the Northwest corner of Said Subdivision; thence S 89-24-48 E along the north line thereof 220.88 feet; thence S 0-01-59 E parallel to the west line of Said Subdivision 229.91 feet; thence N 85-24-48 W 206.72 feet to the beginning of a tangent curve to the left, said curve having a radius of 402.74 feet; thence westerly along the arc of said curve to the left 13.26 feet to the west line of said subdivision; thence N 0-01-59 W along said west line 230.00 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for ingress, egress and utilities over, under and across that portion of the North half of the Northeast quarter of the Northwest quarter of Said Section 2, described as follows:

Commencing at the Northwest corner of Said Subdivision; thence S 89-24-48 E along the west line thereof 230.00 feet to a point on a non-tangent curve to the right, the center of which bears S 0-01-59 E 472.74 feet and the TRUE POINT OF BEGINNING; thence easterly along the arc of said curve to the west 13.26 feet to the west line of said subdivision; thence N 0-01-59 W along said west line 230.00 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for ingress, egress and utilities over, under and across that portion of the North half of the Northeast quarter of the Northwest quarter of Said Section 2, described as follows:

Commencing at the Northwest corner of Said Subdivision; thence S 89-24-48 E along the west line thereof 230.00 feet to a point on a non-tangent curve to the right, the center of which bears S 0-01-59 E 472.74 feet and the TRUE POINT OF BEGINNING; thence easterly along the arc of said curve to the west 13.26 feet to the west line of said subdivision; thence N 0-01-59 W along said west line 230.00 feet to the POINT OF BEGINNING.

Dated this 22nd day of April

[Handwritten signatures]

STATE OF WASHINGTON
County of KING
I, *[illegible]*, Notary Public for the State of Washington, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in my records.
WITNESSED my hand and the seal of my office this 22nd day of April 1970.
H. J. R. WILLIAMS
Notary Public for the State of Washington
Residing at *[illegible]*



thence S 89-24-48 E 206.72 feet; thence S 00-01-59 E 60.00 feet; thence N 88-24-48 W 206.72 feet to the beginning of a tangent curve to the left, said curve having a radius of 412.74 feet; thence westerly along the arc of said curve to the left 11.67 feet to the west line of Said Subdivision; thence N 00-01-59 W along said west line 60.00 feet to the POINT OF BEGINNING.

Filed for Record 1970
Request of MONSIEUR RAUL WILLIAMS, CO.
EDWARD J. LOGAN, Notary

1-N
1-1
1-1
1-1

6645705

EXHIBIT 3
PAGE 32 OF 113



20030822000857

FIRST AMERICAN OSS 22 00
PAGE 001 OF 004
08/22/2003 10:45
KING COUNTY, WA

RETURN ADDRESS

Kenyon Straight
20337 156th Ave NE
Woodinville, WA 98072

Please print neatly or type information

Document Title:

King County Form--Seller's Notice of On-Site Sewage System Operation and Maintenance Requirements

Reference Number(s) of Related Documents:

LAM 120439 4/22

Additional Reference #s on page _____

Grantor(s) (Last, First, and Middle Initial)

Straight

Kenyon

Astrid

Additional Grantors on page _____

Grantee(s) (Last, First, and Middle Initial)

THE PUBLIC

Legal Description (abbreviated form: lot, block, plat or section, township, range, quarter/quarter)

Lt #2 Summers Add Vol 100, pg 33-34

Additional legal is on page 2

Assessor's Property Tax Parcel/Account Number

807870-0020

Additional parcel #s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the documents to verify the accuracy or completeness of the indexing information provided herein.

**KING COUNTY FORM -
SELLER'S NOTICE OF ON-SITE SEWAGE SYSTEM
OPERATION AND MAINTENANCE REQUIREMENTS**

Assessor's Tax Parcel ID#. 807870-0020

- 1 Seller is the owner of real property within King County, which is legally described as follows
Lot 2, SUMMERS ADDITION, according to the plat recorded in Volume, 100 of plats,
pages 33-34, in King County, Washington

- 2 The above-described real property is served by an on-site sewage system ("OSS")

- 3 The Code of the King County Board of Health, Section 13 60 005 establishes certain responsibilities of the OSS owner with respect to the operation and maintenance of an On-site Sewage System, as follows
 - A The OSS owner is responsible for the continuous proper operation and maintenance of the OSS, and shall
 - 1 Determine the level of solids and scum in the septic tank at least once every three (3) years for residential system with no garbage grinder and once every year if a garbage grinder is installed and, unless otherwise provided in writing by the health officer, once every year for commercial systems
 - 2 Employ an approved pumper to remove the septage from the tank when the level of solids and scum indicates that removal is necessary
 - 3 Cause preventive maintenance/system performance monitoring inspections to be conducted and any indicated service to be performed by an approved person at a minimum frequency in accordance with Table 13 60-1 unless otherwise established by the health officer or the sewage review committee
 - 4 Operate and maintain all OSS in accordance with this title, with pertinent alternative system guidelines issued by the DOH [State of Washington Department of Health] and with the approved OSS owner's operating and maintenance instruction manual
 - 5 Protect the OSS area including the reserve area from
 - a Cover by structures or impervious material,
 - b Surface drainage,
 - c Soil compaction, for example, by vehicular traffic or livestock, and
 - d Damage by soil removal and grade alteration
 - 6 Maintain the flow of sewage to the OSS at or below the approved design both in quantity and waste strength
 - 7 Direct drains, such as footing of roof drains away from the area where the OSS is located

EXHIBIT 3
PAGE 35 OF 113

NWMLS Form 22U
Seller's Notice of OSS
Rev 4/01
Page 3 of 3

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

**KING COUNTY FORM -
SELLER'S NOTICE OF ON-SITE SEWAGE SYSTEM
OPERATION AND MAINTENANCE REQUIREMENTS**

- B The owner shall not allow
 - 1 Use or introduction of strong bases, strong acids or organic solvents into an OSS for the purpose of system cleaning,
 - 2 Use of a sewage system additives unless it is specifically approved by the DOH, or
 - 3 Use of an OSS to dispose of waste components atypical of residential wastewater, for example, but not limited to, petroleum products, paints, solvents, or pesticides

Robert Straight 2/27/03 _____
 Seller Date Seller Date
Roberta Ann Lamb atty in fact _____
 STATE OF WASHINGTON)

) ss
 COUNTY OF KING)
 On this 1st day of March, 2003, before me personally
 (month) (year)

appeared _____ and _____, to me
 known to be the individual(s) described herein and who executed the foregoing instrument as his/her/their
 free and voluntary act and deed for the uses and purposes herein stated

Given under my hand and official seal this 1st day of March, 2003
 (month) (year)



Curtis D. Covington
 Print Name Curtis D. Covington
 NOTARY PUBLIC in and for the State of
 Washington, Residing at Woodinville
 My Appointment Expires 11/29/2006

EXHIBIT	3
PAGE	36 OF 113

Exhibit "A"

Real property in the County of King, State of Washington, described as follows:

Lot 2, Summers Addition, according to the Plat thereof recorded in Volume 100 of Plats, Pages 33 and 34, Records of King County, Washington.

Tax Parcel Number 807870-002001

RECEIVED THIS DAY

EXHIBIT 3
PAGE 37 OF 113

STATE OF WASHINGTON

and

James L. Jusuel, et al

APR 30 12 59 AM '91

Notice of Deferred Property Taxes
and/or Special Assessments

BY THE DEPARTMENT OF REVENUE

Notice is hereby given that pursuant to the provisions of Chapter 84.38 Revised Code of Washington, property taxes and/or special assessments have been deferred on the real property commonly known as 20341 - 156th NE, Woodinville, Washington, more particularly described as:

LOT 1 SUMMERS ADDITION, KING COUNTY WASHINGTON, A.K.A. ASSESSOR'S PARCEL NUMBER 807870-0010

of which the property owner(s), or reputed owner(s) is (are) James L. Jusuel, et al.

RCW 84.38.100 creates a lien in favor of the State of Washington on the property described herein. The lien is for real property taxes and special assessments, the payment of which was deferred pursuant to RCW 84.38.030. The lien also includes interest at the rate of 8% per annum from the time the deferred amount could have been paid, before delinquency, until the deferred amount is paid and all charges and expenses of and concerning said taxes and assessments. To determine the amount of the real property taxes and special assessments that have been deferred, including interest, contact:

Department of Revenue
Property Tax Division
General Administration Building AX-02
Olympia, Washington 98504

The lien created by RCW 84.38.100 covers all deferrals on the property described herein up to 80 percent of the amount of the claimant's (as defined in RCW 84.38.020(1)) equity value in said property. The lien shall have priority to and shall be fully paid and satisfied before any recognition, mortgage, judgment, debt, obligation or responsibility to or with which the real property may become charged or liable; Provided, that the interest of a mortgage or purchase contract holder who is required to co-sign a declaration of deferral under RCW 84.38.090 shall have priority over this lien. No further public notice shall be given for any deferrals subsequent to this notice. Notice shall be given when the above said lien is satisfied.

The undersigned on behalf of the State of Washington claims the lien created by RCW 84.38.100 upon the property herein described.

Wayne Connor

Program Manager,
Property Tax Division
Department of Revenue

STATE OF WASHINGTON
COUNTY OF THURSTON

Wayne Connor, being first sworn, on oath deposes and says: I am the Northern Regional Program Manager - Property Tax Division, Department of Revenue of the State of Washington; I have the foregoing claim and know the contents thereof, and believe the same true.

Wayne Connor

Subscribed and sworn to before me this 24th day of April, 1991.

Teri S. Maxey

Notary Public in and for the
State of Washington
Residing at Olympia



91/04/30 41276 B
REC FEE 2.00
RECD F 5.00
CASHSL ***7.00
55

9104301276



20030730005242

KEYBANK OLDOT 25.00
PAGE 001 OF 007
07/30/2003 21:59
KING COUNTY, WA

EXHIBIT 3
PAGE 38 OF 119

When Recorded Return to KeyBank National Association
P.O. Box 16430
Boise, ID 83715
(206) 447-3904

HOME EQUITY LINE DEED OF TRUST

GRANTOR(S): JOHN T. HALVERSON HUSBAND
JOCELYN S. HALVERSON WIFE

GRANTEE ("Lender") KeyBank National Association
P.O. Box 16430
Boise, ID 83715

TRUSTEE KEYBANK USA NATIONAL ASSOCIATION
431 E. PARK CENTER BLVD BOISE, ID 83706

ABBREVIATED LEGAL DESCRIPTION
L3 SUMMERS ADDITION

(Additional legal description on page 7)

ASSESSOR'S TAX PARCEL OR ACCOUNT NUMBER 807570-0030

BORROWER	
JOHN T. HALVERSON JOCELYN S. HALVERSON	
ADDRESS	
20325 156TH AVE WOODINVILLE, WA 98072	
TELEPHONE NO.	IDENTIFICATION NO

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations, as defined herein, which may hereafter be advanced or incurred and the trust hereinafter mentioned and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby irrevocably bargains, sells, transfers, grants, conveys and assigns to Trustee, his successors and assigns, in trust, for

KeyBank National Association
4910 Fiedeman Road, Suite B, Brooklyn, Ohio 44114 ("Lender"), the beneficiary under this

Deed of Trust, with power of sale and right of entry and possession all of Grantor's present and future estate, right, title and interest in and to the real property described in Schedule A which is attached to this Deed of Trust and incorporated herein by this reference, together with all present and future improvements and fixtures, all tangible personal property including, without limitation, all machinery, equipment, building materials, and goods of every nature (excluding household goods) now or hereafter located on or used in connection with the real property, whether or not affixed to the land, all privileges, hereditaments, and appurtenances, all leases, licenses and other agreements, all rents, issues and profits, all water, well, ditch, reservoir and mineral rights and stocks pertaining to the real property (cumulatively "Property"), to have and to hold the Property and the rights hereby granted for the use and benefit of Trustee, his successors and assigns, until payment in full of all Obligations secured hereby

Moreover, in further consideration, Grantor does, for Grantor and Grantor's heirs, representatives, successors, and assigns, hereby expressly warrant, covenant, and agree with Lender and Trustee and their successors and assigns as follows

1 OBLIGATIONS. This Deed of Trust shall secure the payment and performance of all present and future indebtedness, liabilities, obligations and covenants of Borrower or Grantor (cumulatively "Obligations") to Lender pursuant to

(a) this Deed of Trust and the following promissory notes and other agreements

INTEREST RATE	PRINCIPAL AMOUNT/CREDIT LIMIT	FUNDING/AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
VARIABLE	\$75,000.00	05/07/03	05/07/33	031181501050C	473101860987

(b) all other presently existing or future written evidences of indebtedness, obligations, agreements, instruments, guaranties or otherwise with Lender (whether incurred for the same or different purposes than the foregoing).

(c) future advances, whether obligatory or optional, to the same extent as if made contemporaneously with the execution of this Deed of Trust, made or extended to or on behalf of Grantor or Borrower. Grantor agrees that if one of the Obligations is a line of credit, the lien of this Deed of Trust shall continue until payment in full of all debt due under the line notwithstanding the fact that from time to time (but before termination of the line) no balance may be outstanding. At no time shall the lien of this Deed of Trust, not including amounts advanced to protect the security of this Deed of Trust, exceed \$ 75,000.00, and

(d) all repeated amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing
As used in this Paragraph 1, the terms Grantor and Borrower shall include and also mean any Grantor or Borrower if more than one

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2. REPRESENTATIONS, WARRANTIES AND COVENANTS Grantor represents, warrants and covenants to Lender that
(a) Grantor has fee simple marketable title to the Property and shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Deed of Trust and those described in Schedule B which is attached to this Deed of Trust and incorporated herein by reference, which Grantor agrees to pay and perform in a timely manner.

(b) Grantor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials," as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the State of Washington Department of Ecology nor any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Grantor's knowledge, threatened, which involve the Property. Neither Grantor nor, to the best of Grantor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Grantor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to (i) petroleum, (ii) friable or nonfriable asbestos, (iii) polychlorinated biphenyls, (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to those statutes, (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute, and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar state or federal statute, rule, regulation or ordinance now or hereafter in effect. Grantor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances.

(c) All applicable laws and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property, presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed.

(d) Grantor has the right and is duly authorized to execute and perform its Obligations under this Deed of Trust and these actions do not and shall not conflict with the provisions of any statute, regulation, ordinance, rule of law, contract or other agreement which may be binding on Grantor at any time.

(e) No action or proceeding is or shall be pending or threatened which might materially affect the Property, and

(f) Grantor has not violated and shall not violate any statute, regulation, ordinance, rule of law, contract or other agreement which might materially affect the Property (including, but not limited to, those governing Hazardous Materials) or Lender's rights or interest in the Property pursuant to this Deed of Trust.

3. PRIOR DEEDS OF TRUST Grantor represents and warrants that there are no prior deeds of trust affecting any part of the Property except as set forth on Schedule B attached to this Deed of Trust which Grantor agrees to pay and perform in a timely manner. If there are any prior deeds of trust then Grantor agrees to pay all amounts owed, and perform all obligations required, under such deeds of trust and the indebtedness secured thereby.

4. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN GRANTORS OR BORROWERS In the event of a sale, conveyance, lease, contract for deed or transfer to any person of all or any part of the real property described in Schedule A, or any interest therein, or of all or any beneficial interest in Borrower or Grantor (if Borrower or Grantor is not a natural person or persons but is a corporation, limited liability company, partnership, trust, or other legal entity), Lender may, at its option, declare the outstanding principal balance of the Obligations plus accrued interest thereon immediately due and payable, or, at Lender's sole option, Lender may consent to said conveyance in writing and may increase the interest rate of this Deed of Trust to the interest rate which Lender would then commit to make a first mortgage loan of similar character with similar security, as determined by Lender in its sole discretion, or compensate Lender for such increased risk resulting from the breach of the foregoing covenants. At Lender's request, Grantor or Borrower, as the case may be, shall furnish a complete statement setting forth all of its stockholders, members or partners, as appropriate, and the extent of their respective ownership interests.

5. ASSIGNMENT OF RENTS In consideration of the Obligations which are secured by this Deed of Trust, Grantor absolutely assigns to Lender all Grantor's estate, right, title, interest claim and demand now owned or hereafter acquired in all existing and future leases of the Property (including extensions, renewals and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guarantees of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property, including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any rights and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This assignment is subject to the right, power and authority given to the Lender to collect and apply the Rents. This assignment is recorded in accordance with RCW 65.08.070, the lien created by this assignment is intended to be specific, perfected, and choate upon the recording of this Deed of Trust, all as provided in RCW 7.28.230(3) as amended from time to time. As long as there is no default under the Obligations or this Deed of Trust, Lender grants Grantor a revocable license to collect all Rents from the Leases when due and to use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all Rents into an account maintained by Grantor or Lender at Lender's institution. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the Property and have, hold, manage, lease and operate the Property on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all Rents from the Property, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Property as Lender may deem proper. Lender may apply all Rents in Lender's sole discretion, to payment of the Obligation or to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the Property and the management and operation of the Property. Lender may keep the Property properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the Rents received, and any unpaid amounts shall be added to the principal of the Obligations. These amounts, together with other costs, shall become part of the Obligations secured by this Deed of Trust.

6. LEASES AND OTHER AGREEMENTS Grantor shall not take or fail to take any action which may cause or permit the termination or the withholding of any payment in connection with any Lease pertaining to the Property. In addition, Grantor, without Lender's prior written consent, shall not (a) collect any monies payable under any Lease more than one month in advance, (b) modify any Lease, (c) assign or allow a lien, security interest or other encumbrance to be placed upon Grantor's rights, title and interest in and to any Lease or the amounts payable thereunder, or (d) terminate or cancel any Lease except for the nonpayment of any sum or other material breach by the other party thereto. If Grantor receives at any time any written communication asserting a default by Grantor under any Lease or purporting to terminate or cancel any Lease, Grantor shall promptly forward a copy of such communication (and any subsequent communications relating thereto) to Lender. All such Leases and the amounts due to Grantor thereunder are hereby assigned to Lender as additional security for the Obligations.

7. COLLECTION OF INDEBTEDNESS FROM THIRD PARTY. Lender shall be entitled to notify or require Grantor to notify any third party (including, but not limited to, lessees, licensees, governmental authorities and insurance companies) to pay Lender any indebtedness or obligation owing to Grantor with respect to the Property (cumulatively "indebtedness") whether or not a default exists under this Deed of Trust. Grantor shall diligently collect the indebtedness owing to Grantor from these third parties until the giving of such notification. In the event that Grantor possesses or receives possession of any instruments or other remittances with respect to the indebtedness following the giving of such notification or if the instruments or other remittances

with respect to the indebtedness following the giving of such notification or if the instruments or other remittances constitute the prepayment of any indebtedness or the payment of any insurance or condemnation proceeds, Grantor shall hold such instruments and other remittances in trust for Lender apart from its other property, endorse the instruments and other remittances to Lender, and immediately provide Lender with possession of the instruments and other remittances. Lender shall be entitled, but not required, to collect (by legal proceedings or otherwise), extend the time for payment, compromise, exchange or release any obligor or collateral, or otherwise settle any of the indebtedness whether or not an Event of Default exists under this Deed of Trust. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Notwithstanding the foregoing, nothing herein shall cause Lender to be deemed a mortgagee-in-possession.

8. USE AND MAINTENANCE OF PROPERTY. Grantor shall take all actions and make any repairs needed to maintain the Property in good condition. Grantor shall not commit or permit any waste to be committed with respect to the Property. Grantor shall use the Property solely in compliance with applicable law and insurance policies. Grantor shall not make any alterations, additions or improvements to the Property without Lender's prior written consent. Without limiting the foregoing, all alterations, additions and improvements made to the Property shall be subject to the beneficial interest belonging to Lender, shall not be removed without Lender's prior written consent, and shall be made at Grantor's sole expense.

9. LOSS OR DAMAGE. Grantor shall bear the entire risk of any loss, theft, destruction or damage (cumulatively "Loss or Damage") to the Property or any portion thereof from any cause whatsoever. In the event of any Loss or Damage, Grantor shall, at the option of Lender, repair the affected Property to its previous condition or pay or cause to be paid to Lender the decrease in the fair market value of the affected Property.

10. INSURANCE. The Property will be kept insured for its full insurable value (replacement cost) against all hazards including loss or damage caused by flood, earthquake, tornado and fire, theft or other casualty to the extent required by Lender. Grantor may obtain insurance on the Property from such companies as are acceptable to Lender in its sole discretion. The insurance policies shall require the insurance company to provide Lender with at least 30 days' written notice before such policies are altered or cancelled in any manner. The insurance policies shall name Lender as a loss payee and provide that no act or omission of Grantor or any other person shall affect the right of Lender to be paid the insurance proceeds pertaining to the loss or damage of the Property. In the event Grantor fails to acquire or maintain insurance, Lender (after providing notice as may be required by law) may in its discretion procure appropriate insurance coverage upon the Property and the insurance cost shall be an advance payable and bearing interest as described in Paragraph 24 and secured hereby. Grantor shall furnish Lender with evidence of insurance indicating the required coverage. Lender may act as attorney-in-fact for Grantor in making and settling claims under insurance policies, cancelling any policy or endorsing Grantor's name on any draft or negotiable instrument drawn by any insurer. All such insurance policies shall be immediately assigned, pledged and delivered to Lender as further security for the Obligations. In the event of loss, Grantor shall immediately give Lender written notice and Lender is authorized to make proof of loss. Each insurance company is directed to make payments directly to Lender instead of to Lender and Grantor. Lender shall have the right, at its sole option, to apply such monies toward the Obligations or toward the cost of rebuilding and restoring the Property. Any amounts may at Lender's option be applied in the inverse order of the due dates thereof.

11. ZONING AND PRIVATE COVENANTS. Grantor shall not violate or consent to any change in the zoning provisions or private covenants affecting the use of the Property without Lender's prior written consent. If Grantor's use of the Property is or becomes a nonconforming use under any zoning provision, Grantor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Lender. Grantor will immediately provide Lender with written notice of any proposed changes to the zoning provisions or private covenants affecting the Property.

12. CONDEMNATION. Grantor shall immediately provide Lender with written notice of any actual or threatened condemnation or eminent domain proceeding pertaining to the Property. All monies payable to Grantor from such condemnation or taking are hereby assigned to Lender and shall be applied first to the payment of Lender's attorneys' fees, legal expenses and other costs (including appraisal fees) in connection with the condemnation or eminent domain proceedings and then, at the option of Lender, to the payment of the Obligations or the restoration or repair of the Property.

13. LENDER'S RIGHT TO COMMENCE OR DEFEND LEGAL ACTIONS. Grantor shall immediately provide Lender with written notice of any actual or threatened action, suit, or other proceeding affecting the Property. Grantor hereby appoints Lender as its attorney-in-fact to commence, intervene in, and defend such actions, suits, or other legal proceedings and to compromise or settle any claim or controversy pertaining thereto. Lender shall not be liable to Grantor for any action, error, mistake, omission or delay pertaining to the actions described in this paragraph or any damages resulting therefrom. Nothing contained herein will prevent Lender from taking the actions described in this paragraph in its own name.

14. INDEMNIFICATION. Lender shall not assume or be responsible for the performance of any of Grantor's obligations with respect to the Property under any circumstances. Grantor shall immediately provide Lender with written notice of and indemnify and hold Lender and its shareholders, directors, officers, employees and agents harmless from all claims, damages, liabilities (including attorneys' fees and legal expenses), causes of action, actions, suits and other legal proceedings (cumulatively "Claims") pertaining to the Property. Grantor, upon the request of Lender, shall hire legal counsel to defend Lender from such Claims, and pay the attorneys' fees, legal expenses and other costs incurred in connection therewith. In the alternative, Lender shall be entitled to employ its own legal counsel to defend such Claims at Grantor's cost. Grantor's obligation to indemnify Lender under this paragraph shall survive the termination, release or foreclosure of Deed of Trust.

15. TAXES AND ASSESSMENTS. Grantor shall pay all taxes and assessments relating to the Property when due and immediately provide Lender evidence of payment of same. Upon the request of Lender, Grantor shall deposit with Lender each month one-twelfth (1/12) of the estimated annual insurance premium, taxes and assessments pertaining to the Property. So long as there is no default, these amounts shall be applied to the payment of taxes, assessments and insurance as required on the Property. In the event of default, Lender shall have the right, at its sole option, to apply the funds so held to pay any taxes or against the Obligations. Any funds applied may, at Lender's option, be applied in reverse order of the due date thereof.

16. INSPECTION OF PROPERTY, BOOKS, RECORDS AND REPORTS. Grantor shall allow Lender or its agents to examine and inspect the Property and examine, inspect and make copies of Grantor's books and records pertaining to the Property from time to time. Grantor shall provide any assistance required by Lender for these purposes. All of the signatures and information contained in Grantor's books and records shall be genuine, true, accurate and complete in all respects. Grantor shall note the existence of Lender's beneficial interest in its books and records pertaining to the Property. Additionally, Grantor shall report, in a form satisfactory to Lender, such information as Lender may request regarding Grantor's financial condition or the Property. The information shall be for such periods, shall reflect Grantor's records at such time, and shall be rendered with such frequency as Lender may designate. All information furnished by Grantor to Lender shall be true, accurate and complete in all respects, and signed by Grantor if Lender requests.

17. ESTOPPEL CERTIFICATES. Within ten (10) days after any request by Lender, Grantor shall deliver to Lender, or any intended transferee of Lender's rights with respect to the Obligations, a signed and acknowledged statement specifying (a) the outstanding balance on the Obligations, and (b) whether Grantor possesses any claims, defenses, set-offs or counterclaims with respect to the Obligations and, if so, the nature of such claims, defenses, set-offs or counterclaims. Grantor will be conclusively bound by any representation that Lender may make to the intended transferee with respect to these matters in the event that Grantor fails to provide the requested statement in a timely manner.

18. EVENTS OF DEFAULT. An Event of Default shall occur under this Deed of Trust and the Trustee's power shall become operative in the event that Grantor, Borrower or any guarantor of any Obligation

- (a) commits fraud or makes a material misrepresentation at any time in connection with the Obligations or this Mortgage,
- (b) fails to meet the repayment terms of the Obligations for any outstanding balance, or
- (c) by any action or inaction, adversely affects the Property, or any right of Lender in such Property, including, but not limited to, transfer of title to or sale of the Property without the permission of Lender, failure to maintain required insurance or to pay taxes on the Property, allowing the filing of a lien senior to that held by Lender, death of the sole Borrower obligated under the Obligations, allowing the taking of the Property through eminent domain, or allowing the Property to be foreclosed by a lienholder other than Lender. In addition, an Event of Default shall occur if, as a result of any of the following, the Property, or any right of the Lender in the Property, is adversely affected: the Borrower, Mortgagor or any guarantor of any Obligation commits waste or otherwise destructively uses or fails to maintain the Property, uses the property in an illegal manner which may subject the Property to seizure, or moves from the Property, a judgment is filed against the Borrower, Mortgagor or any guarantor of any Obligation, or one of two Borrowers obligated under the Obligations dies.

19 RIGHTS OF LENDER ON EVENT OF DEFAULT. Upon the occurrence of an Event of Default under this Deed of Trust, Lender shall be entitled to exercise one or more of the following remedies without notice or demand (except as required by law)

- (a) to declare the Obligations immediately due and payable in full, such acceleration shall be automatic and immediate if the Event of Default is a filing under the Bankruptcy Code,
- (b) to collect the outstanding Obligations with or without resorting to judicial process,
- (c) to require Grantor to deliver and make available to Lender any personal property or Chattels constituting the Property at a place reasonably convenient to Grantor and Lender,
- (d) to enter upon and take possession of the Property without applying for or obtaining the appointment of a receiver and, at Lender's option, to appoint a receiver without bond, without first bringing suit on the Obligations and without otherwise meeting any statutory conditions regarding receivers, it being intended that Lender shall have this contractual right to appoint a receiver,
- (e) to employ a managing agent of the Property and let the same, either in Trustee's own name, in the name of Lender or in the name of Grantor, and receive the rents, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligations,
- (f) to pay any sums in any form or manner deemed expedient by Lender to protect the security of this Deed of Trust or to cure any default other than payment of interest or principal on the Obligations,
- (g) to foreclose this Deed of Trust judicially or nonjudicially,
- (h) to set-off Grantor's Obligations against any amounts owed Grantor by Lender including, but not limited to, monies, instruments, and deposit accounts maintained with Lender or any currently existing or future affiliate of Lender, and
- (i) to exercise all other rights available to Lender under any other written agreement or applicable law

Lender's rights are cumulative and may be exercised together, separately, and in any order. In the event that Lender institutes an action seeking the recovery of any of the Property by way of a prejudgment remedy in an action against Grantor, Grantor waives the piling of any bond which might otherwise be required. Lender or Lender's designee may purchase the Property at any sale. In the event Lender purchases the Property at the Trustee's sale, to the extent Lender's bid price exceeds the Obligations, Lender shall pay Trustee cash equal to such excess. The Property or any part thereof may be sold in one parcel, or in such parcels, manner or order as Lender in its sole discretion may elect, and one or more exercises of the power herein granted shall not extinguish or exhaust the entire Property is sold or the Obligations are paid in full.

20. CONDOMINIUM COVENANTS If the Property includes a unit in, together with the undivided interest in the common elements of, a condominium project or some other project subject to unit ownership law or similar law (the "Condominium Project"), and if the owners association or other entity (the "Owners Association") which acts for the Condominium Project holds title to property for the benefit or use of its members or shareholders, the Property also includes Grantor's interest in such title and the use, proceeds and benefits of Grantor's interest. In addition to the other covenants and agreements contained in this Deed of Trust, Grantor and Lender further covenant and agree as follows: (a) Grantor shall perform all of Grantor's obligations under the Project's bylaws and code of regulations, (b) Grantor shall pay, when due, all dues and assessments imposed under the Condominium Project, (c) Lender agrees that so long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires pursuant to Paragraph 10 of the Deed of Trust, that Grantor's obligation to maintain hazard insurance under Paragraph 10 shall be satisfied to the extent that the required coverage is provided by the Owners Association Policy, and (d) Grantor shall give Lender prompt notice of any lapse in required hazard insurance coverage that is maintained by the Owners Association. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to common elements, any proceeds payable to Grantor are hereby assigned and shall be paid to Lender for application to the Obligations, with any excess paid to Grantor.

21 SECURITY INTEREST UNDER THE UNIFORM COMMERCIAL CODE This Deed of Trust shall be considered a financing statement and a fixture filing pursuant to the provisions of the Uniform Commercial Code (as adopted in the state where the Property is located) covering fixtures, chattels, and articles of personal property now owned or hereafter attached to or to be used in connection with the Property together with any and all replacements thereof and additions thereto (the "Chattels"), and Grantor hereby grants Lender a security interest in such Chattels. The debtor is the Grantor described above. The secured party is the Lender described above. Upon demand, Grantor shall make, execute and deliver such security agreements (as such term is defined in said Uniform Commercial Code) as Lender at any time may deem necessary or proper or require to grant to Lender a perfected security interest in the Chattels, and upon Grantor's failure to do so, Lender is authorized to sign any such agreement as the agent of Grantor. Grantor hereby authorizes Lender to file financing statements (as such term is defined in said Uniform Commercial Code) with respect to the Chattels, at any time, without the signature of Grantor. Grantor will, however, at any time upon request of Lender, sign such financing statements. Grantor will pay all filing fees for the filing of such financing statements and for the refiling thereof at the times required, in the opinion of Lender, by said Uniform Commercial Code. If the lien of this Deed of Trust is subject to any security agreement covering the Chattels, then in the event of any default under this Deed of Trust, all the right, title and interest of Grantor in and to any and all of the Chattels is hereby assigned to Lender, together with the benefit of any deposits or payments now or hereafter made thereof by Grantor or the predecessors or successors in title of Grantor in the Property.

22 USE OF PROPERTY/PURPOSE OF OBLIGATIONS The Property is not used principally for agricultural purposes If checked, the Obligations secured by this Deed of Trust were incurred primarily for commercial, investment or business purposes and not for personal, family or household purposes.

23 SERVICING OF THE OBLIGATIONS. If checked, the servicing for all or part of the Obligations is subject to sale, transfer or assignment. Upon transfer of the servicing, the purchasing servicing agent is required to provide notification to the Grantor.

24. REIMBURSEMENT OF AMOUNTS EXPENDED BY LENDER Lender, at Lender's option, may expend funds (including attorneys' fees and legal expenses) to perform any act required to be taken by Grantor or to exercise any right or remedy of Lender under this Deed of Trust. Upon demand, Grantor shall immediately reimburse Lender for all such amounts expended by Lender together with interest thereon at the lower of the highest rate described in any Obligation or the highest rate allowed by law from the date of payment until the date of reimbursement. These sums shall be included in the definition of Obligations herein and shall be secured by the beneficial interest granted herein. If the Obligations are paid after the beginning of publication of notice of sale, as herein provided, or in the event Lender shall, at its sole option, permit Grantor to pay any part of the Obligations after the beginning of publication of notice of sale, as herein provided, then, Grantor shall pay on demand all expenses incurred by the Trustee and Lender in connection with said publication, including reasonable attorneys' fees to the attorneys for the Trustee and for the Lender, and a reasonable fee to the Trustee, and this Deed of Trust shall be security for all such expenses and fees.

25. APPLICATION OF PAYMENTS All payments made by or on behalf of Grantor may be applied against the amounts paid by Lender (including attorneys' fees and legal expenses) in connection with the exercise of its rights or remedies described in this Deed of Trust and then to the payment of the remaining Obligations in whatever order Lender chooses.

26 POWER OF ATTORNEY. Grantor hereby appoints Lender as its attorney-in-fact to endorse Grantor's name on all instruments and other documents pertaining to the Obligations or indebtedness. In addition, Lender shall be entitled, but not required, to perform any action or execute any document required to be taken or executed by Grantor under this Deed of Trust. Lender's performance of such action or execution of such documents shall not relieve Grantor from any Obligation or cure any default under this Deed of Trust. The powers of attorney described in this Deed of Trust are coupled with an interest and are irrevocable.

27 SUBROGATION OF LENDER Lender shall be subrogated to the rights of the holder of any previous lien, security interest or encumbrance discharged with funds advanced by Lender regardless of whether these liens, security interests or other encumbrances have been released of record.

28 COLLECTION COSTS To the extent permitted by law, Grantor agrees to pay Lender's reasonable fees and costs, including, but not limited to, fees and costs of attorneys and other agents (including without limitation paralegals, clerks and consultant(s)), whether or not such attorney or agent is an employee of Lender, which are incurred by Lender in collecting any amount due or enforcing any right or remedy under this Deed of Trust, whether or not suit is brought, including, but not limited to, all fees and costs incurred on appeal, in bankruptcy, and for post-judgment collection actions.

29. RELEASE AND RECONVEYANCE Lender may release its interest in a portion of the Property by executing and recording one or more partial releases without affecting its interest in the remaining portion of the Property. Nothing herein shall be deemed to obligate Lender to release any of its interest in the Property (except as required under paragraph 38), nor shall Lender be obligated to release any part of the Property if Grantor is in default under this Deed of Trust. When all obligations have been paid in full, Lender shall request Trustee to reconvey the Property without warranty to the person(s) legally entitled thereto. Grantor shall be responsible for payment of all costs or reconveyance, including recording fees and Trustee's fees prior to such reconveyance.

30. **MODIFICATION AND WAIVER** The modification or waiver of any of Grantor's Obligations or Lender's rights under this Deed of Trust must be contained in a writing signed by Lender. Lender may perform any of Borrower's or Grantor's Obligations, delay or fail to exercise any of its rights or accept payments from Grantor or anyone other than Grantor without causing a waiver of those Obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's Obligations under this Deed of Trust shall not be affected if Lender repeatedly and unconditionally amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor, Borrower or third party or any of its rights against any Grantor, Borrower or third party or any of the Property. Lender's failure to insist upon strict performance of any of the Obligations shall not be deemed a waiver, and Lender shall have the right at any time thereafter to insist upon strict performance.
31. **SUBSTITUTE TRUSTEE** In case of the resignation, death, incapacity, disability or absence of the Trustee or in case the holder of the Obligations shall desire for any reason to remove the Trustee or any substitute trustee as trustee hereunder and to appoint a new trustee in his place and stead, the holder of the Obligations is hereby granted full power to appoint in writing a substitute trustee for said Trustee, and the substitute trustee shall, when appointed, become successor to all rights of Trustee hereunder and the same shall become vested in him for the purposes and objects of this Deed of Trust with all the power, duties and obligations herein conferred on the Trustee.
32. **SUCCESSORS AND ASSIGNS** This Deed of Trust shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees.
33. **NOTICES** Except as otherwise required by law, any notice or other communication to be provided under this Deed of Trust shall be in writing and sent to the parties at the addresses described in this Deed of Trust or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by first class mail, postage prepaid, shall be deemed given the earlier of three (3) days after such notice is sent when received by the person to whom such notice is being given.
34. **SEVERABILITY** Whenever possible, each provision of this Deed of Trust shall be interpreted so as to be effective and valid under applicable state law. If any provision of this Deed of Trust violates the law or is unenforceable, the rest of this Deed of Trust shall continue to be valid and enforceable.
35. **APPLICABLE LAW** This Deed of Trust shall be governed by the laws of the state where the Property is located. Unless applicable law provides otherwise, Grantor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in that state.
36. **NO THIRD-PARTY RIGHTS** No person is or shall be a third-party beneficiary of any provision of this Deed of Trust. All provisions of this Deed of Trust in favor of Lender are intended solely for the benefit of Lender, and no third party shall be entitled to assume or expect that Lender will waive or consent to the modification of any provision of this Deed of Trust, in Lender's sole discretion.
37. **PRESERVATION OF LIABILITY AND PRIORITY** Without affecting the liability of Borrower, Grantor, or any guarantor of the Obligations, or any other person (except a person expressly released in writing) for the payment and performance of the Obligations, and without affecting the rights of Lender with respect to any Property not expressly released in writing, and without impairing in any way the priority of this Deed of Trust over the interest of any person acquired or first evidenced by recording subsequent to the recording of this Deed of Trust, Lender may, either before or after the maturity of the Obligations, and without notice or consent, release any person liable for payment or performance of all or any part of the Obligations, and without agreement altering the terms of payment or performance of all or any part of the Obligations, make any agreement or waive any right or remedy that Lender may have under this Deed of Trust, accept additional security of any kind for any of the Obligations, or release or otherwise deal with any real or personal property securing the Obligations. Any person acquiring or recording evidence of any interest of any nature in the Property shall be deemed, by acquiring such interest or recording any evidence thereof, to have consented to all or any such actions by Lender.
38. **DEFEASANCE** Upon the payment and performance in full of all of the Obligations, Lender will execute and deliver to Grantor those documents that may be required to release this Deed of Trust of record. Grantor shall be responsible to pay any costs of recordation.
39. **MISCELLANEOUS** Grantor and Lender agree that time is of the essence. Grantor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Grantor in this Deed of Trust shall include all persons signing below. If there is more than one Grantor, their Obligations shall be joint and several and shall be binding upon any marital community of which any Grantor is a member (unless this Deed of Trust expressly states that the community shall not be liable). This Deed of Trust represents the complete integrated understanding between Grantor and Lender pertaining to the terms and conditions hereof.
40. **JURY TRIAL WAIVER. LENDER AND GRANTOR HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS DEED OF TRUST.**
41. **ADDITIONAL TERMS**

EXHIBIT	3
PAGE	42 OF 113

Grantor acknowledges that Grantor has read, understands, and agrees to the terms and conditions of this Deed of Trust, and acknowledges receipt of an exact copy of same

Dated this 2nd day of May 2003

GRANTOR JOHN T. HALVERSON

John T. Halverson

JOHN T. HALVERSON

GRANTOR JOCELYN S. HALVERSON

Jocelyn S. Halverson

JOCELYN S. HALVERSON

GRANTOR

GRANTOR

GRANTOR

GRANTOR

GRANTOR

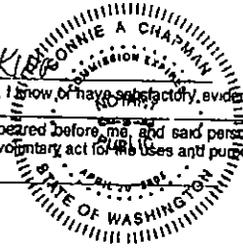
GRANTOR

EXHIBIT 3
PAGE 43 OF 113

State of Washington
County of King JOHN T. Halverson
I certify that I know or have satisfactory evidence that JOHN T HALVERSON

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument

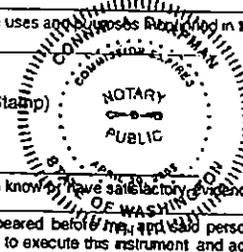
Dated 5-2-03
Notary Public (Print Name) Connie Chapman
Title Notary
My appointment expires 4-20-05



State of Washington
County of King JOCELYN S. HALVERSON
I certify that I know or have satisfactory evidence that JOCELYN S. HALVERSON

is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument

Dated 5-2-03
Notary Public (Print Name) Connie Chapman
Title Notary
My appointment expires 4-20-05



State of Washington
County of _____
I certify that I know or have satisfactory evidence that _____

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated _____
Notary Public (Print Name) _____
Title _____
My appointment expires _____

State of Washington
County of _____
I certify that I know or have satisfactory evidence that _____

is that person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute this instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument

Dated _____
Notary Public (Print Name) _____
Title _____
My appointment expires _____

SCHEDULE A

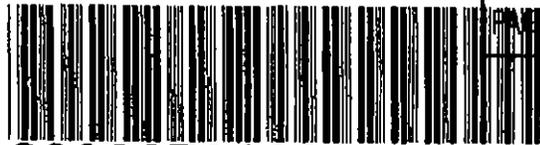
The following described real property located in the County of KING
State of Washington

ALL THAT PARCEL OF LAND IN CITY OF WOODINVILLE, KING COUNTY, STATE OF WASHINGTON, AS MORE FULLY DESCRIBED IN DEED DOC # 9403171137, ID# 807870-0030, BEING KNOWN AND DESIGNATED AS LOT 3, SUMMERS ADDITION, FILED IN PLAT BOOK 100, PAGE 33-34 . ABBRV: L 3 SUMMERS ADDITION

SCHEDULE B

BORROWER AND LENDER REQUEST THE HOLDER OF ANY MORTGAGE, DEED OF TRUST OR OTHER ENCUMBRANCE WITH A LIEN WHICH HAS PRIORITY OVER THIS MORTGAGE TO GIVE NOTICE TO LENDER, AT LENDER'S ADDRESS SET FORTH ON PAGE ONE OF THIS MORTGAGE, OF ANY DEFAULT UNDER THE SUPERIOR ENCUMBRANCE AND OF ANY SALE OR OTHER FORECLOSURE ACTION.

EXHIBIT 3
PAGE 45 OF 113



20030731000021

CUSTOM OLDDT 34.00
PAGE 001 OF 016
07/31/2003 08:20
KING COUNTY, WA

Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705
800-756-3524 ext. 5011 322558

Assessor's Parcel or Account Number 807880-0030
Abbreviated Legal Description ~~is~~ LT 3, SUMMERS ADDN

[Include lot, block and plat or section, township and range]
Trustee H AND L SERVICES, INC.

Full legal description located on page 216

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JUNE 30, 2003 together with all Riders to this document.

(B) "Borrower" is JOHN T HALVERSON, A MARRIED PERSON AND JOCELYN S HALVERSON, A MARRIED PERSON.

Borrower is the trustor under this Security Instrument
(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

0029524709

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

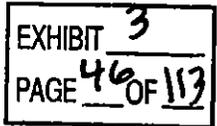
Form 3048 1/01

VMP -6(WA) (0012)

Page 1 of 15

VMP MORTGAGE FORMS
(800)521-7291





Lender is a CORPORATION
 organized and existing under the laws of THE STATE OF CALIFORNIA
 Lender's address is P.O. BOX 10304, DES MOINES, IA 503060304

Lender is the beneficiary under this Security Instrument

(D) "Trustee" is H AND L SERVICES, INC.

1111 3RD AVENUE, SUITE 3400, SEATTLE, WA 98101

(E) "Note" means the promissory note signed by Borrower and dated JUNE 30, 2003

The Note states that Borrower owes Lender ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED SIXTY AND 00/100

Dollars

(U S \$****115,560.00) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 01, 2018

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property "

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower The following Riders are to be executed by Borrower [check box as applicable]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers

(L) "Escrow Items" means those items that are described in Section 3

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument

EXHIBIT	3
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(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U S C Section 2601 et seq) and its implementing regulation, Regulation X (24 C F R Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of KING

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Exhibit A attached hereto

Parcel ID Number
20325 156TH AVE
WOODINVILLE
("Property Address")

which currently has the address of
[Street]
[City] , Washington 98072 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property All replacements and additions shall also be covered by this Security Instrument All of the foregoing is referred to in this Security Instrument as the "Property "

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

EXHIBIT <u>3</u>
PAGE <u>48</u> OF <u>113</u>

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note, (b) principal due under the Note, (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property, if any, (c) premiums for any and all insurance required by Lender under Section 5, and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community

Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.



Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

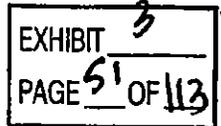
Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to



hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer") (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's

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notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c)

certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred However, this right to reinstate shall not apply in the case of acceleration under Section 18

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20

21. Hazardous Substances. As used in this Section 21 (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law, and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products)

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of

release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

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25. Use of Property. The Property is not used principally for agricultural purposes

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal

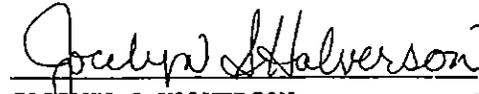
ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it

Witnesses

DIANE T. JOHNSON


JOHN T. HALVERSON (Seal)
-Borrower


JOCELYN S. HALVERSON (Seal)
-Borrower

_____ (Seal)
-Borrower

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STATE OF WASHINGTON
County of *King*

} ss:

On this day personally appeared before me JOHN T HALVERSON JOCELYN S HALVERSON

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 24 day of June 2003

Prepared by:
Karen Jackson
1 Home Campus Dr.
Des Moines, IA. 50328
(515) 213-4154

Diane T. Johnson

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

My Appointment Expires on Sept 19, 2004

DIANE T. JOHNSON

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Exhibit "A"

Loan Number 3057566677 801 D6C

Borrower JOHN T HALVERSON And
JOCELYN S HALVERSON

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF KING, STATE
OF WASHINGTON

LOT 3, SUMMERS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN
VOLUME 100 OF PLATS, PAGES 33, AND 34, IN KING COUNTY, WASHINGTON

APN 807880-0030



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PAGE 1 OF 13

20030926002534

FIRST AMERICAN DT
PAGE 001 OF 020
09/26/2003 16.10
KING COUNTY, WA

39.00

Return To
FREMONT INVESTMENT & LOAN
P.O. BOX 34078
FULLERTON, CA 92834-34078

Assessor's Parcel or Account Number **807870-002001**
Abbreviated Legal Description Lot 2, Summers Addition Vol 100, pg. 33 & 34.

[Include lot, block and plat or section, township and range]
Trustee. **FIRST AMERICAN TITLE**

Full legal description located on page 3

Additional Grantees located on page

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1001944-1000132232-5

20/439

FIRST AMERICAN 120439

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16

(A) "Security Instrument" means this document, which is dated **September 24, 2003** together with all Riders to this document

(B) "Borrower" is **PAUL B. MARZOLF AND MICHAELINA R. MARZOLF, HUSBAND AND WIFE.**

Borrower is the trustor under this Security Instrument
(C) "Lender" is **FREMONT INVESTMENT & LOAN**

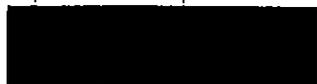
WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

WMP-5A(WA) (0012) Form 3048 1/01

Page 1 of 15

Initials *PM*

VMP MORTGAGE FORMS - (800)521-7291



Lender is a **CORPORATION**
 organized and existing under the laws of **CALIFORNIA**
 Lender's address is
175 N. RIVERVIEW DRIVE, ANAHEIM CA 92808
 (D) "Trustee" is **FIRST AMERICAN TITLE**

(E) "MERS" is Mortgage Electronic Registration Systems, Inc MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns **MERS is the beneficiary under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **September 24, 2003**
 The Note states that Borrower owes Lender **Two Hundred Fifty-Six Thousand and No/100**

----- Dollars
 (U S \$ **256,000.00**) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2033**

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property "

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable)

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument

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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of KING

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 2 OF SUMMERS ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 100 OF PLATS AT PAGES 33 AND 34, IN KING COUNTY, WASHINGTON.

Parcel ID Number. 807870-002001
 20337 156TH AVENUE NE
 WOODINVILLE
 ("Property Address")

which currently has the address of
 [Street]
 [City], Washington 98072 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

Initials DM

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of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows.

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity, or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note, (b) principal due under the Note, (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any

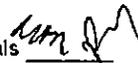


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time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to

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hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument, (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless

EXHIBIT	3
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Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure

There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check.

Initials 

EXHIBIT <u>3</u>
PAGE <u>12</u> OF <u>113</u>

or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21. (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection, (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law, and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of

Initials NAJ PM

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release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

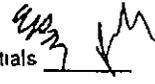
Initials 

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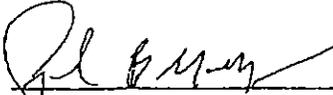
25. Use of Property. The Property is not used principally for agricultural purposes

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses


PAUL B. MARZOLF (Seal)
-Borrower


MICHAELINA R. MARZOLF (Seal)
-Borrower

(Seal)
-Borrower

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STATE OF WASHINGTON

County of King

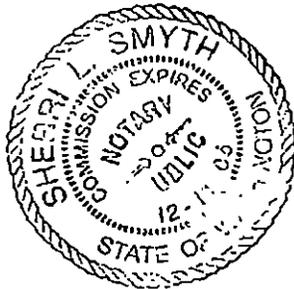
} ss:

On this day personally appeared before me

Paul B Marzoff & Michaelina E Marzoff

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned

GIVEN under my hand and official seal this 24th day of Sept. 2003



[Signature]
Notary Public in and for the State of Washington, residing at
Rever
My Appointment Expires on
12/15/05



ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this **24th** day of **September** 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to
FREMONT INVESTMENT & LOAN

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:
20337 156TH AVENUE NE WOODINVILLE, WA 98072

[Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of **6.150** % The Note provides for changes in the interest rate and the monthly payments, as follows

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the **first** day of **October** 2005, and on that day every **sixth** month thereafter Each date on which my interest rate could change is called a "Change Date "

MULTISTATE ADJUSTABLE RATE RIDER - Single Family

VMP-899R (0009)

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VMP MORTGAGE FORMS - (800)521-7291

1/01
 Initials *WJ*



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(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in the WALL STREET JOURNAL.

The most recent Index figure available as of the date: 45 days _____ before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Six and Ninety-Nine Hundredths** percentage points (6.9900 %) to the Current Index. The Note Holder will then round the result of this addition to the Nearest Next Highest Next Lowest **One-Eighth** (0.125 %) Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Interest-Only Period

The "Interest-only Period" is the period from the date of this Note through **N/A**. For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

Initials

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(D) Limits on Interest Rate Changes

(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)

- (1) There will be no maximum limit on interest rate changes.
- (2) The interest rate I am required to pay at the first Change Date will not be greater than 9.150 % or less than 6.1500 ^{subsequent} %.
- (3) My interest rate will never be increased or decreased on any ~~single~~ Change Date by more than One and One-Half percentage points (1.5000 %) from the rate of interest I have been paying for the preceding period.
- (4) My interest rate will never be greater than 13.1500 %, which is called the "Maximum Rate "
- (5) My interest rate will never be less than 6.1500 %, which is called the "Minimum Rate "
- (6) My interest rate will never be less than the initial interest rate
- (7) The interest rate I am required to pay at the first Change Date will not be greater than 9.150 % or less than 6.1500 ^{subsequent} % Thereafter, my interest rate will never be increased or decreased on any ~~single~~ Change Date by more than One and One-Half percentage points (1.5000 %) from the rate of interest I have been paying for the preceding period

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice

Initials

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Uniform Covenant 18 of the Security Instrument is amended to read as follows

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

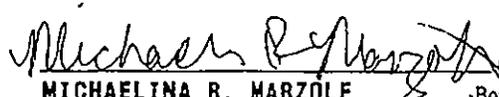
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Initials _____

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider



PAUL B. MARZOLF (Seal)
-Borrower



MICHAELINA R. MARZOLF (Seal)
-Borrower

(Seal)
-Borrower



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20030926002535

FIRST AMERICAN DT 34.00
PAGE 001 OF 015
09/28/2003 16:10
KING COUNTY, WA

Return To
FREMONT INVESTMENT & LOAN
P.O. BOX 34078
FULLERTON, CA 92834-34078

Assessor's Parcel or Account Number 807870-002001
Abbreviated Legal Description Lot 2, Summers Add. Vol. 100, pg. 33 and 34.

[Include lot, block and plat or section, township and range] Full legal description located on page 3
Trustee. FIRST AMERICAN TITLE

Additional Grantees located on page

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1001944-1000132341-4

15/134

FIRST AMERICAN 120439

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated September 24, 2003 together with all Riders to this document

(B) "Borrower" is PAUL B. MARZOLF AND MICHAELINA R. MARZOLF, HUSBAND AND WIFE.

Borrower is the trustor under this Security Instrument
(C) "Lender" is FREMONT INVESTMENT & LOAN

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP-6A(WA) (0012) Form 3048 1/01
Page 1 of 15 Initials *[Signature]*

VMP MORTGAGE FORMS - (800)521-7291



SECOND MORTGAGE

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Lender is a **CORPORATION**
organized and existing under the laws of **CALIFORNIA**
Lender's address is
175 N. RIVERVIEW DRIVE, ANAHEIM CA 92808
(D) "Trustee" is **FIRST AMERICAN TITLE**

(E) "MERS" is Mortgage Electronic Registration Systems, Inc MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P O Box 2026, Flint, MI 48501-2026, tel (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **September 24, 2003**
The Note states that Borrower owes Lender **Sixty-Four Thousand and No/100** -----
----- Dollars
(U S S **64,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **October 1, 2023**

(G) "Properly" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower The following Riders are to be executed by Borrower [check box as applicable]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers

(M) "Escrow Items" means those items that are described in Section 3

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument

Initials MM PM

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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note, and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of KING

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 2 OF SUMMERS ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 100 OF PLATS AT PAGES 33 AND 34, IN KING COUNTY, WASHINGTON.

Parcel ID Number **807870-002001**
20337 156TH AVENUE NE
WOODINVILLE
("Property Address")

which currently has the address of
[Street]
[City], Washington **98072** [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

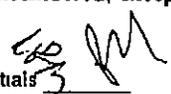
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of record Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in US currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note, (b) principal due under the Note, (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property, if any, (c) premiums for any and all insurance required by Lender under Section 5, and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any

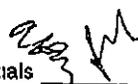
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time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to

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hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court, and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer") (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless

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Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender, (b) words in the singular shall mean and include the plural and vice versa, and (c) the word "may" gives sole discretion without any obligation to take any action.

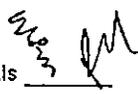
17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument, (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate, or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check

Initials 

or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

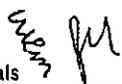
20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21 (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials, (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law, and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of

Initials 

release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

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25. Use of Property. The Property is not used principally for agricultural purposes

26. Attorneys' Fees. Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it

THIS DEED OF TRUST OR SECURITY INSTRUMENT IS SUBORDINATE TO THE FIRST MORTGAGE, DEED OF TRUST OR SECURITY INSTRUMENT RECORDING CONCURRENTLY HEREWITH.

Witnesses

Paul B. Marzolf

PAUL B. MARZOLF

(Seal)
-Borrower

Michaelina R. Marzolf

MICHAELINA R. MARZOLF

(Seal)
-Borrower

_____ (Seal)
-Borrower

EXHIBIT 3
PAGE 95 OF 110

STATE OF WASHINGTON
County of CIM

} ss:

On this day personally appeared before me

Paul B Marzoff v Michaelina R Marzoff

to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 9th day of Sept. 2013



[Signature]

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

[Signature]
My Appointment Expires on 12/11/14

Initials [Signature]

20040114000670
GROUP 9 INC
PAGE 001 OF 008 DT
01/14/2004 10.34
KING COUNTY, WA 25.00

EXHIBIT 3
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Recording requested by and when
recorded return to
WASHINGTON MUTUAL BANK
2150 CABOT BLVD. WEST
LANGHORNE, PA 19047
ATTN: GROUP 9, INC.



EQUITY LINE OF CREDIT
DEED OF TRUST

0628962813

THIS DEED OF TRUST (Security Instrument) is between:
EDWARD C. LITZENBERGER & CAROLYN J. LITZENBERGER

whose address is
20221 156TH AVE NE WOODINVILLE, WA 98072-7052
("Grantor"); GROUP 9, INC.
a PENNSYLVANIA corporation, the address of which is
2150 CABOT BLVD. WEST
LANGHORNE, PA 19047 ("Trustee"), and
"Washington Mutual Bank, which is organized and existing under the laws of
Washington State and whose address is 1201 Third Avenue, Seattle, Washington
98101 ("Beneficiary") and its successors or assigns".

1. Granting Clause Grantor hereby grants, bargains, sells and conveys to Trustee in trust,
with power of sale, the real property in KING County, Washington, described
below and all rights and interest in it Grantor ever gets:

LYING AND BEING LOCATED IN THE CITY OF WOODINVILLE, COUNTY OF KING, STATE OF
WASHINGTON; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT 5, SUMMERS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 100
OF PLATS, PAGE(S) 33 AND 34, IN KING COUNTY, WASHINGTON.

Tax Parcel Number 807870-0050



0628962813

together with all insurance proceeds and condemnation proceeds related to it, income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment, and all fencing, blinds, drapes, floor coverings, built-in appliances and other fixtures at any time installed on or in or used in connection with such real property

All of the property described above is called the "Property" If any of the Property is personal property, this Deed of Trust is also a Security Agreement which grants Beneficiary, as secured party, a security interest in all such property. Despite any other provision of this Deed of Trust, however, Beneficiary is not granted and will not have a nonpurchase money security interest in household goods, to the extent such security interest would be prohibited by applicable law. As used herein "State" shall refer to the State of Washington.

2 Obligation Secured This Deed of Trust is given to secure performance of each promise of Grantor contained herein and in a Home Equity Line of Credit Agreement and Disclosure with Beneficiary with a maximum credit limit of \$308,700.00 (the "Credit Agreement"), including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Grantor under the Credit Agreement with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest. Under the Credit Agreement, the Grantor may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Deed of Trust. This Deed of Trust also secures payment of certain fees and charges payable by Grantor under the Credit Agreement, certain fees and costs of Beneficiary as provided in Section 9 of this Deed of Trust and repayment of money advanced by Beneficiary to protect the Property or Beneficiary's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full thirty (30) years from the date of this Deed of Trust (the "Maturity Date") All amounts due under the Credit Agreement and this Deed of Trust are called the "Debt"

3 Representations of Grantor Grantor represents that

(a) Grantor is the owner of the Property which is unencumbered except by easements, reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or deed of trust given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary, and

(b) The Property is not presently and will not during the term of this Deed of Trust be used for any agricultural purposes

4. Promises of Grantor Grantor promises

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property without first obtaining Beneficiary's written consent,

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property,

(c) To pay on time all lawful taxes and assessments on the Property,

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Deed of Trust remains a valid lien on the Property superior to all liens except those described in Section 3(a) and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Deed of Trust in any pleading filed

0628962813

in any action, the assertion alone shall be deemed to impair the lien of this Deed of Trust for purposes of this Section 4(e);

(f) To keep the improvements on the Property insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements and to deliver evidence of such insurance coverage to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the Sheriff's or Trustee's sale,

(g) To sign all financing statements and other documents that Beneficiary may request from time to time to perfect, protect and continue Beneficiary's security interest in the Property. Grantor irrevocably appoints Beneficiary as Grantor's attorney-in-fact to execute, file and record any financing statements or similar documents in Grantor's name and to execute all documents necessary to transfer title if there is a default, and

(h) To advise Beneficiary immediately in writing of any change in Grantor's name, address or employment

5 Sale, Transfer or Further Encumbrance of Property Loan is personal to Grantor and the entire Debt shall become immediately due and payable in full upon sale or other transfer of the Property or any interest therein by Grantor by contract of sale or otherwise including, without limit, any further encumbrance of the Property

6 Curing of Defaults If Grantor fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or deed of trust, Beneficiary may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all the money spent by Beneficiary on behalf of Grantor shall be secured by this Deed of Trust. At Beneficiary's option, advance may be made against the Credit Agreement to pay amounts due hereunder. Such shall not relieve Grantor from liability for failure to fulfill the covenants in Section 4. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so

7 Remedies For Default

(a) Prompt performance under this Deed of Trust is essential. If Grantor does not pay any installment of the Debt or other amount due hereunder on time, any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, if Grantor fails to comply with any other term, condition, obligation or covenant contained in the Credit Agreement or this Deed of Trust or any rider thereto, any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Deed of Trust or if any representation of Grantor herein was false or misleading, the Debt and any other money whose repayment is secured by this Deed of Trust shall immediately become due and payable in full, at the option of Beneficiary, and the total amount owed by Grantor shall thereafter bear interest at the rate(s) stated in the Credit Agreement. Beneficiary may then or thereafter advise Trustee of the default and of Beneficiary's election to have the Property sold pursuant to Trustee's power of sale in accordance with applicable law and deliver to Trustee any documentation as may be required by law. After giving any notices and the time required by applicable law,

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Trustee shall sell the Property, either in whole or in separate parcels or other part and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States which will be payable at the time of sale, all in accordance with applicable law. Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Grantor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of the sale, including a reasonable trustee's fee and lawyer's fee; (ii) to the obligations secured by this Deed of Trust, and (iii) the surplus, if any, shall go to the person(s) legally entitled thereto or, at Trustee's discretion, to the government or other official authorized by State law to accept such amounts.

(b) 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 execution of this Deed of Trust and any interest which Grantor subsequently acquired. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust. This recital shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value.

(c) To the extent permitted by law the power of sale conferred by this Deed of Trust is not an exclusive remedy. Beneficiary may cause this Deed of Trust to be judicially foreclosed or sue on the Credit Agreement or take any other action available in equity or at law. In connection with any portion of the Property which is personal property, Beneficiary shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Washington.

(d) By accepting payment of any sum secured by this Deed of Trust 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.

8 Condemnation; Eminent Domain 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 by this Deed of Trust, shall be paid to Beneficiary to be applied to the obligation in the same manner as payments under the Credit Agreement.

9 Fees and Costs. Grantor shall pay Beneficiary's and Trustee's reasonable costs of searching records, other reasonable expenses as allowed by law and reasonable attorney's fees in any lawsuit or other proceeding to foreclose this Deed of Trust, in any lawsuit or proceeding which Beneficiary or Trustee prosecutes or defends to protect the lien of this Deed of Trust, in any other action taken by Beneficiary to collect the Debt, including without limitation any disposition of the Property under the State Uniform Commercial Code, and any action taken in bankruptcy proceedings as well as any appellate proceedings.

10. Reconveyance Trustee shall reconvey the Property to the person entitled thereto on written request of Beneficiary or following satisfaction of the obligations secured hereby and Beneficiary and Trustee shall be entitled to charge Grantor a reconveyance fee together with fees for the recordation of the reconveyance documents, unless prohibited by law.

11 Trustee; Successor Trustee Beneficiary may, unless prohibited by law, appoint a successor Trustee from time to time in the manner provided by law. The successor Trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party

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hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

12 **Savings Clause** If a law which applies to this Deed of Trust or the Credit Agreement and which sets maximum loan charges is finally interpreted by a court having jurisdiction so that the interest or other loan charges collected or to be collected in connection with this Deed of Trust or the Credit Agreement exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Beneficiary may choose to make this refund by reducing the principal owed or by making a direct payment. If a refund reduces the principal, the reduction will be treated as a partial prepayment.

13. **Miscellaneous** This Deed of Trust shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors and assigns of the parties hereto. The term "Beneficiary" shall mean the holder and owner of the Credit Agreement secured by this Deed of Trust, whether or not that person is named as Beneficiary herein. The words used in this Deed of Trust referring to one person shall be read to refer to more than one person if two or more have signed this Deed of Trust or become responsible for doing the things this Deed of Trust requires. This Deed of Trust shall be governed by and construed in accordance with federal law and, to the extent federal law does not apply, the laws of the State of Washington. If any provision of this Deed of Trust is determined to be invalid under law, the remaining provisions of this Deed of Trust shall nonetheless remain in full force and effect.

14 **Beneficiary and Similar Statements.** Beneficiary may collect a fee in the maximum amount allowed by law for furnishing any beneficiary statement, payoff demand statement or similar statement.

By signing below, Grantor accepts and agrees to the provisions of this Deed of Trust and any rider(s) executed by Grantor concurrently therewith.

DATED at Woodinville, Washington this 22nd day of December, 2008

GRANTOR(S).

Edward C. Litzenberg
EDWARD C LITZENBERGER

C J Litzenberg
C J LITZENBERGER

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0628962813

STATE OF WASHINGTON)
) SS
COUNTY OF King)

On this day personally appeared before me Edward C. Litzenberger
and C.J. Litzenberger, to me known to be the individuals described in and
who executed the within and foregoing instrument and acknowledge that they signed the same as
their free and voluntary act and deed, for the uses and purposes therein mentioned

WITNESS my hand and official seal this 22nd day of December,
2003.

Keith T. Leising
Notary Public in and for the State of Washington
residing at Woodinville, WA
My Commission expires 3-1-2004



REQUEST FOR FULL RECONVEYANCE
Do not record. To be used only when Grantor's
indebtedness has been repaid and Credit Agreement cancelled.

TO: TRUSTEE _____

The undersigned is Beneficiary of the within Deed of Trust, and the legal owner and holder of
the Home Equity Line of Credit Agreement secured thereby Said Deed of Trust is hereby
surrendered to you for reconveyance and you are requested, upon payment of all sums owing to
you, to reconvey without warranty, to the person(s) entitled thereto the right, title and interest now
held by you thereunder

DATED _____

WASHINGTON MUTUAL BANK
By _____
Its _____



20040927000599

FIRST AMERICAN DT 36.00
PAGE 001 OF 017
09/27/2004 10:48
KING COUNTY, WA

Return To:

NATIONAL CITY MORTGAGE CO.
P.O. BOX 809068
DALLAS, TX 75380-9068

0003579092

Assessor's Parcel or Account Number: 807870-0020-01

Abbreviated Legal Description:

LOT 2, SUMMERS ADD., VOL. 100 pg 33
[Include lot, block and plat or section, township and range] Full legal description located on page

Trustee:

[Space Above This Line For Recording Data]

DEED OF TRUST

17/836

FIRST AMERICAN 447935

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated September 20, 2004 together with all Riders to this document

(B) "Borrower" is

PAUL B MARZOLF and MICHAELINA R MARZOLF Husband and Wife

Borrower is the trustor under this Security Instrument.

(C) "Lender" is National City Mortgage Co dba
Accubanc Mortgage

WASHINGTON -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3048 1/01

VMP -6(WA) (0012)

Page 1 of 15

Initials: PEM MPM

VMP MORTGAGE FORMS - (800)521-7291



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(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of King

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 2 OF SUMMERS ADDITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 100 OF PLATS AT PAGES 33 AND 34, IN KING COUNTY, WASHINGTON.

Parcel ID Number: 807870-0020-01
20337 156TH AVE NE,
WOODINVILLE

which currently has the address of
[Street]
[City], Washington 98072 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payments to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

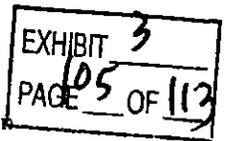
If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues,

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Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to

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hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

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Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless

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Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or

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Initials: DBM

EXHIBIT	3
PAGE	12 OF 113

cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of

MM

Initials: *MM*

release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.

24. Substitute Trustee. In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

MPM

Initials: MPM

khlde, Nov 05, 2004 - 4:57pm
E: \PROJECTS\03248\dwgfiles\Preliminary\Preliminary Plat\03248p-cv1.dwg, TDS01, 03248P-BS1 03248P-BDR,

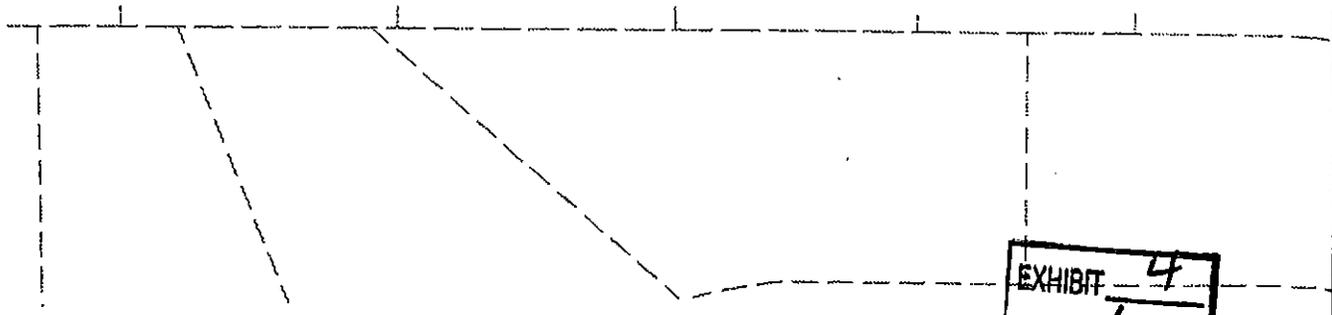


EXHIBIT 4
PAGE 1 OF 1

SITE INFORMATION

OWNERS: James J. and Patrice E. Jussel
Paul B. & Michaelina R. Marzolf
John T. & Jocelyn S. Halverson
Su Woon L. Rodriques
Edward C. and Carolyn J. Litzenberger

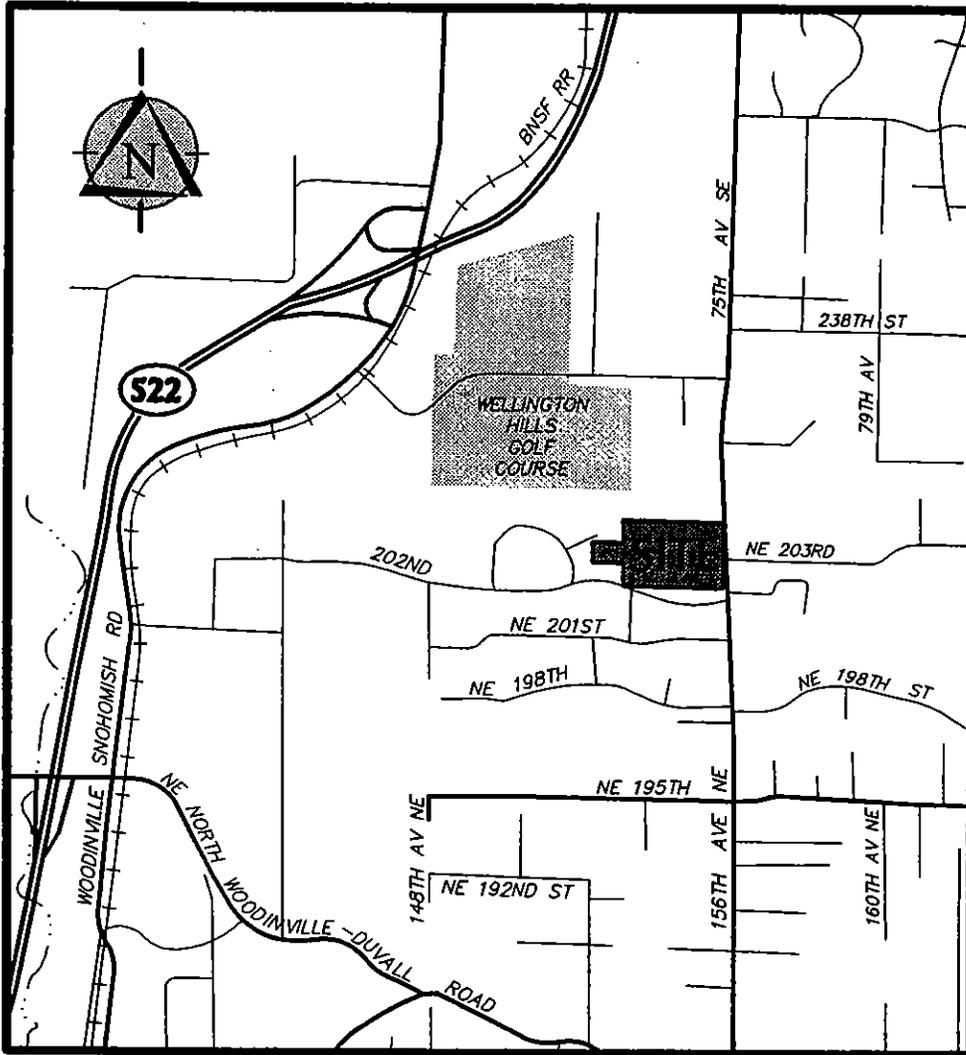
DEVELOPER: PHOENIX DEVELOPMENT, INC.
PO BOX 3167
7127 196th Street SW
Lynnwood, WA 98046-3167

**ENGINEER / PLANNER/
SURVEYOR:** TRIAD ASSOCIATES
11814 115th Avenue NE
Kirkland, WA 98034
425.821.8448
Fax: 425.821.3481
Contact: George Newman

ACREAGE
NUMBER
EXISTING
PROPOSED
COMPLETION
SEWER
WATER
SCHOOL
FIRE DEPT
TELEPHONE
ELECTRIC
CABLE

LEGAL DESCRIPTION

LOTS 1 THROUGH 5, SUMMERS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 100 OF PLATS, PAGES 33 AND 34, IN KING COUNTY, WASHINGTON.



VICINITY MAP

NOT TO SCALE

EXHIBIT 5
PAGE 1 OF 1

RECEIVED

NOV 8 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

DENSITY CALCULATIONS

ALLOWED DENSITY:

Total Site Area 16.48 acres

ROW/Access Tract
and Easements (2.22 acres)

Detention Pond Tract (.78 acres)

Wetland Area (1.63 acres)

Net Area: 11.85 acres

Wetland Area (1.63 acres)

Wetland Buffer Area (1.58 acres)

Recreation (Tract C) (.22 acres)

Total Area: 3.43 acres or 21% of Total Site

Density Credits $1.80 \times .90 = 1.62$ acres
(for wetland buffer 21.12.080)

$1.80 + 11.85 = 13.47$

Total Net Area for Density Calcs = 13.47 acres

$13.47 \times 5 \text{ DU/Acres} = 67.35$ lots

Lots Proposed = 66 lots

EXHIBIT <u>6</u>
PAGE <u>1</u> OF <u>1</u>

CITY OF WOODVILLE
13203 NE 175th Street
Woodinville WA 98072
(206) 489-2700

This Certificate Provides Building and Fire Departments with information necessary for permit approvals

QTR NW
 SEC 8
 TWP 24
 RG 5
 Book 2A
 Pg C5

CERTIFICATE OF WATER AVAILABILITY

Do not write in this box

Number _____ Name _____

- Building Permit
 Short Subdivision
 Preliminary Plat or PUD
 Rezone or other _____

APPLICANT'S NAME Phoenix Development, Inc. (Montevillo)

PROPOSED USE Propose 65 Single Family Homes

LOCATION 156th Ave NE & NE 205th Street

Parcel No.: 022605-9042

(Attached map & legal description if necessary)

807870-0010, 0020, 0030, 0040, 0050

WATER PURVEYOR INFORMATION

1. a. Water will be provided by service connection only to an existing water main _____ feet from the site.

OR

- b. Water service will require an improvement to the water system of:
 (1) _____ feet of water main to reach the site; and/or
 (2) the construction of a distribution system on the site; and/or
 (3) other (describe) Elimination of temporary water services through District participation, which will require a public hearing.

2. a. The water system is in conformance with a County approved water comprehensive plan.

OR

b. The water system improvement will require a water comprehensive plan amendment.

3. a. The proposed project is within the corporate limits of the district, or has been granted Boundary Review Board approval for extension of service outside the district or city, or is within the County approved service area of a private water purveyor.

OR

b. Annexation or BRB approval will be necessary to provide service.

4. a. Water ~~will~~ will be available at the rate of flow and duration indicated below at no less than 20 psi measured at the nearest fire hydrant 40' feet from the ~~building/property~~ (or as marked on the attached map):

Rate of Flow	Duration
<input type="checkbox"/> less than 500 gpm (approx. _____ gpm)	<input type="checkbox"/> less than 1 hour
<input type="checkbox"/> 500 to 999 gpm	<input type="checkbox"/> 1 hour to 2 hours
<input type="checkbox"/> 1000 gpm or more FOR	<input checked="" type="checkbox"/> 2 hours or more
<input type="checkbox"/> calculation of _____ gpm (Commercial Building Permits require flow test or calculation)	

Flow Test of 1186 gpm @ RES. ST: 60psi
 RES: 54psi

OR

b. Water system is not capable of providing fire flow.

COMMENTS/CONDITIONS A Developer Extension Agreement will be required to extend water mains to serve site.

I hereby certify that the above water purveyor information is true. This certification shall be valid for one year from date of signature.

Woodinville Water Dist.

Agency Name

General Manager

Title

Ken Howe

Signatory Name

10-27-04

Signatory Date

EXHIBIT 7
 PAGE 1 OF 6

ATTACHMENT TO
WOODINVILLE CERTIFICATE OF WATER AVAILABILITY
WOODINVILLE WATER DISTRICT

The following terms and conditions apply to the Woodinville Certificate of Availability.

1. This Certificate of Water Availability is valid only for the real property referenced herein, which is in the District's service area, for the sole purpose of submission to the Woodinville Building and Land Department and/or the Seattle/King County Department of Public Health. This Certificate is between the District and the applicant only, and shall not be assigned or transferred by any party without the prior express written consent of the parties, such consent not to be unreasonably withheld. Further, no third person or party shall have any rights hereunder whether by agency or as a third party beneficiary or otherwise.
2. This District makes no representations, express or implied, that the applicant will be able to obtain the necessary permits, approvals, and authorizations from Woodinville or any other governmental agency necessary before applicant can utilize service which is the subject of this Certificate.
3. As of the date of the issuance of this Certificate, the District has water available to provide such utility service to the property which is the subject of this Certificate, and the utility systems exists or may be extended by the applicant to provide service to such property. However, service at a level consistent with the water system plan of the District and meeting the District's standards may require improvements to the District's water system. The issuance of this Certificate creates no contractual relationship between the District and the applicant, and the issuance of this Certificate may not be relied upon and does not constitute the District's guarantee that water will be available at the time the applicant may apply to the District for such service.
4. Application for and the possible provision of District utility service to the property which is the subject of this Certificate shall be subject to and conditioned upon the availability of water service to the property at the time of such application, as well as all federal, state, and District laws, ordinances, policies, and regulations in effect at the time of such application for utility service.

10/13/04
Date

Lee Ann Tracer for Trid Associates
Signature acknowledges receipt and understanding of water Availability Certificate and attachment.

PAID
OCT 13 2004
Amount 5000
Check No. 4534
By Quinn
WOODINVILLE WATER DIST
Receipt # 12346

EXHIBIT	7
PAGE	2 OF 4

E 2-26-5

Today's Date: 4/28/2004 11:09

WOODINVILLE WATER DISTRICT HYDRANT FLOW TEST

Test Hydrant Location
Hydrant ID#
Specific Location
Static Pressure
Residual Pressure
Port Design Coefficient
Port Outlet Diameter

156TH & NE 195TH	
	125
	8
	60
	54
	0.9
	2.5

Test Results:

Flow rate @ residual psi:

1186.48

Residual Flow Rate:	1186.48
Test Pressures:	
100	#NUM!
90	#NUM!
80	#NUM!
70	#NUM!
60	0.00
50	1563.36
40	2273.08
30	2829.47
20	3305.00
10	3728.23

Flow Hydrant #1:

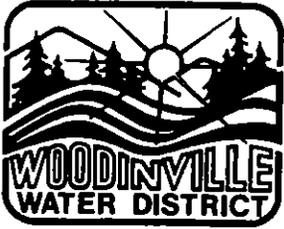
Location:
Hydrant ID#
Pitot Pressure Port 1:
Pitot Pressure Port 2:

15403 NE 195TH	
	126
	50
	0

Flow Hydrant #2:

Location:
Hydrant ID#:
Pitot Pressure Port 1:
Pitot Pressure Port 2:

	0
	0



WOODINVILLE WATER DISTRICT

17238 N.E. Woodinville-Duvall Road
P.O. Box 1390
Woodinville, Washington 98072-1390
(425) 487-4100
FAX (425) 485-6381

COMMISSIONERS

Geoff Clayton
Kenneth Goodwin
Tim Matson
Gwenn Maxfield
Karen Steeb

GENERAL MANAGER

Ken Howe

November 30, 2006

City of Woodinville
Development Services Department
17301 133rd Avenue NE
Woodinville, WA 98072

Re: Water & sewer service to the developments of Wood Trials and Montevallo

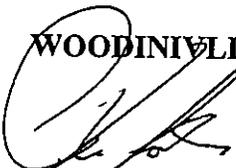
To Whom It May Concern:

This letter is to confirm that the developments referenced above, located in the Wellington Hills area, are within the Woodinville Water District boundary for both water and sewer and the District is willing to provide those services to the proposed plats.

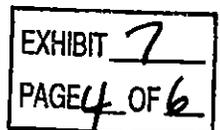
Water & Sewer Availability Certificates issued by the District in 2004 for these plats have expired and are no longer valid. Developer Extension Agreement applications have not been initiated by the developer, therefore the District does not have sufficient information at this time to determine if the developer will be required to upgrade the existing systems, in addition to the required extensions needed to serve the plats. Any required upgrades to the existing water and/or sewer system will be the sole responsibility of the developer.

Please feel free to contact Dee Jamison, Engineering Technician, at 425-487-4122 if you have any questions or require additional information.

Sincerely,


WOODINVILLE WATER DISTRICT

Ken Howe, P.E.
General Manager



RECEIVED

DEC 01 2006

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

CITY OF WOODINVILLE
 13203 NE 175th Street
 Woodinville WA 98072
 (206) 489-2700

This Certificate Provides the Building and Fire Departments with information necessary for permit approvals

QTR NW
 SEC 5
 TWP 26
 RG 5
 Book 2A
 Pg C5

CERTIFICATE OF WATER AVAILABILITY

Do not write in this box

COPY

Number _____ Name _____

- Building Permit
- Short Subdivision
- Preliminary Plat or PUD
- Rezone or other _____

APPLICANT'S NAME PHOENIX DEVELOPMENT, INC. (MONTEVALLO)

PROPOSED USE PROPOSE 65 SINGLE-FAMILY HOMES

LOCATION 151/2 TH AVE NE NE 205TH STREET

PARCEL NO: 807870-0010, 0020, 0030, 0050, 0040

(Attached map & legal description if necessary)

WATER PURVEYOR INFORMATION

1. a. Water will be provided by service connection only to an existing water main _____ feet from the site.

OR
 b. Water service will require an improvement to the water system of:
 (1) _____ feet of water main to reach the site; and/or
 (2) the construction of a distribution system on the site; and/or
 (3) other (describe) Elimination of temporary water services through District participation, which will require a public hearing.

2. a. The water system is in conformance with a County approved water comprehensive plan.

OR
 b. The water system improvement will require a water comprehensive plan amendment.

3. a. The proposed project is within the corporate limits of the district, or has been granted Boundary Review Board approval for extension of service outside the district or city, or is within the County approved service area of a private water purveyor.

OR
 b. Annexation or BRB approval will be necessary to provide service.

4. a. Water ~~is~~ will be available at the rate of flow and duration indicated below at no less than 20 psi measured at the nearest fire hydrant 300 feet from the building property (or as marked on the attached map):

Rate of Flow		Duration	
<input type="checkbox"/> less than 500 gpm (approx. _____ gpm)		<input type="checkbox"/> less than 1 hour	
<input type="checkbox"/> 500 to 999 gpm		<input type="checkbox"/> 1 hour to 2 hours	
<input type="checkbox"/> 1000 gpm or more		<input checked="" type="checkbox"/> 2 hours or more	
<input checked="" type="checkbox"/> calculation of <u>4500</u> gpm (Commercial Building Permits require flow test or calculation)			
<input type="checkbox"/> Flow Test of _____			

Node J-558

OR
 b. Water system is not capable of providing fire flow.

COMMENTS/CONDITIONS St: 58 psi RES: 55 psi per the Districts hydraulic model
A developer Extension Agreement will be required for extension of water mains. Additional hydraulic modeling may be required at the developers expense.

I hereby certify that the above water purveyor information is true. This certification shall be valid for one year from date of signature.

Woodinville Water District
 Agency Name
General Manager
 Title

Ken Howc, P.E.
 Signatory Name

 Signatory Date

EXHIBIT 7
 03/04/93
 PAGE 5 OF 6

ATTACHMENT TO
WOODINVILLE CERTIFICATE OF WATER AVAILABILITY
WOODINVILLE WATER DISTRICT

The following terms and conditions apply to the Woodinville Certificate of Availability.

1. This Certificate of Water Availability is valid only for the real property referenced herein, which is in the District's service area, for the sole purpose of submission to the Woodinville Building and Land Department and/or the Seattle/King County Department of Public Health. This Certificate is between the District and the applicant only, and shall not be assigned or transferred by any party without the prior express written consent of the parties, such consent not to be unreasonably withheld. Further, no third person or party shall have any rights hereunder whether by agency or as a third party beneficiary or otherwise.
2. This District makes no representations, express or implied, that the applicant will be able to obtain the necessary permits, approvals, and authorizations from Woodinville or any other governmental agency necessary before applicant can utilize service which is the subject of this Certificate.
3. As of the date of the issuance of this Certificate, the District has water available to provide such utility service to the property which is the subject of this Certificate, and the utility systems exists or may be extended by the applicant to provide service to such property. However, service at a level consistent with the water system plan of the District and meeting the District's standards may require improvements to the District's water system. The issuance of this Certificate creates no contractual relationship between the District and the applicant, and the issuance of this Certificate may not be relied upon and does not constitute the District's guarantee that water will be available at the time the applicant may apply to the District for such service.
4. Application for and the possible provision of District utility service to the property which is the subject of this Certificate shall be subject to and conditioned upon the availability of water service to the property at the time of such application, as well as all federal, state, and District laws, ordinances, policies, and regulations in effect at the time of such application for utility service.

12-19-06 Kellie A. Jappin
Date Signature acknowledges receipt and understanding of water
Availability Certificate and attachment.

PAID

DEC 19 2006

Amount 40.00 (160.00)
Check No. 68178
By David Linn
WOODINVILLE WATER DIST
District # 13539

EXHIBIT 7
PAGE 6 OF 6

CITY OF WOODINVILLE
13203 NE 175th Street
Woodinville WA 98072
(206) 489-2700

This Certificate Provides the QTR NW
Building and Fire Departments SEC 2
with information necessary for TWP 26
permit approvals RG 5
Book 5
Pg 65

CERTIFICATE OF SEWER AVAILABILITY

Do not write in this box
Number _____ Name _____

- Building Permit
 Short Subdivision
 Preliminary Plat or PUD
 Rezone or other _____

APPLICANT'S NAME Phoenix Development Inc. (Montevello)

PROPOSED USE Propose 65 Single-family Homes

LOCATION 156th Ave NE & NE 205th Street

Parcel No: ~~0226059042~~
(Attached map & legal description if necessary)

907870-0010, 0020, 0030, 0040, 0050

WATER PURVEYOR INFORMATION

1. a. Sewer service will be provided by side sewer connection only to an existing _____ size sewer _____ feet from the site and the sewer system has the capacity to serve the proposed use.

OR

- b. Sewer service will require an improvement to the sewer system of:
 (1) 3200± feet of sewer trunk or lateral to reach the site; and/or
 (2) the construction of a collection system on the site; and/or
 (3) other (describe) A Developer Extension Agreement will be required to extend sewer lines.
(Must be completed if 1.b above is checked)

2. a. The sewer system improvement is in conformance with a County or City approved sewer comprehensive plan.

OR

- b. The sewer system improvement will require a sewer comprehensive plan amendment.

3. a. The proposed project is within the corporate limits of the district, or has been granted Boundary Review Board approval for extension of service outside the district or city.

OR

- b. Annexation or BRB approval will be necessary to provide service.

4. Service is subject to the following:

- a. Connection charge: Metro SDG
b. Easement(s): On-Site + Off-Site if necessary
c. Other: Developer Extension fees

I hereby certify that the above sewer agency information is true. This certification shall be valid for one year from date of signature.

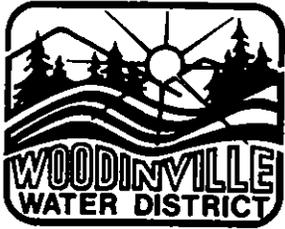
Woodinville Water District
Agency Name

General Manager
Title

Ken Howe
Signatory Name

10-27-04
Signatory Date

EXHIBIT 8
PAGE 1 OF 4



WOODINVILLE WATER DISTRICT

17238 N.E. Woodinville-Duvall Road
P.O. Box 1390
Woodinville, Washington 98072-1390
(425) 487-4100
FAX (425) 485-6381

COMMISSIONERS

Geoff Clayton
Kenneth Goodwin
Tim Matson
Gwenn Maxfield
Karen Steeb

GENERAL MANAGER

Ken Howe

November 30, 2006

City of Woodinville
Development Services Department
17301 133rd Avenue NE
Woodinville, WA 98072

Re: Water & sewer service to the developments of Wood Trials and Montevallo

To Whom It May Concern:

This letter is to confirm that the developments referenced above, located in the Wellington Hills area, are within the Woodinville Water District boundary for both water and sewer and the District is willing to provide those services to the proposed plats.

Water & Sewer Availability Certificates issued by the District in 2004 for these plats have expired and are no longer valid. Developer Extension Agreement applications have not been initiated by the developer, therefore the District does not have sufficient information at this time to determine if the developer will be required to upgrade the existing systems, in addition to the required extensions needed to serve the plats. Any required upgrades to the existing water and/or sewer system will be the sole responsibility of the developer.

Please feel free to contact Dee Jamison, Engineering Technician, at 425-487-4122 if you have any questions or require additional information.

Sincerely,

WOODINVILLE WATER DISTRICT

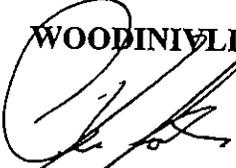

Ken Howe, P.E.
General Manager

EXHIBIT 8
PAGE 2 OF 4

RECEIVED

DEC 01 2006

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

CITY OF WOODINVILLE
13203 NE 175th Street
Woodinville WA 98072
(206) 489-2700

This Certificate Provides the Building and Fire Departments with information necessary for permit approvals

QTR	NW
SEC	2
TWP	26
RG	5
Book	5
Pg	16

CERTIFICATE OF LIABILITY

Do not write in this box

Number

Name

Building Permit
 Short Subdivision

Preliminary Plat or PUD
 Rezone or other

COPY

APPLICANT'S NAME PHOENIX DEVELOPMENT, INC. (MONTEVALLO)

PROPOSED USE PROPOSE 65 SINGLE - FAMILY HOMES

LOCATION 156TH AVE NE NE 205TH STREET

PARCEL NO: 807870 - 0010, 0020, 0030, 0040, 0050

(Attached map & legal description if necessary)

WATER PURVEYOR INFORMATION

1. a. Sewer service will be provided by side sewer connection only to an existing _____ size sewer _____ feet from the site and the sewer system has the capacity to serve the proposed use.

OR

b. Sewer service will require an improvement to the sewer system of:
 (1) 1760 feet of sewer trunk or lateral to reach the site; and/or
 (2) the construction of a collection system on the site; and/or
 (3) other (describe) _____

(Must be completed if 1.b above is checked)

2. a. The sewer system improvement is in conformance with a County or City approved sewer comprehensive plan.

OR

b. The sewer system improvement will require a sewer comprehensive plan amendment.

3. a. The proposed project is within the corporate limits of the district, or has been granted Boundary Review Board approval for extension of service outside the district or city.

OR

b. Annexation or BRB approval will be necessary to provide service.

4. Service is subject to the following:

- a. Connection charge: System Development Charge + side sewer permit.
b. Easement(s): On + off site as required.
c. Other: Developer Extension Agreement.

I hereby certify that the above sewer agency information is true. This certification shall be valid for one year from date of signature.

Woodinville Water District
Agency Name

General Manager
Title

Ken Howe, P.E.
Signatory Name

Signatory Date

EXHIBIT 8
PAGE 3 OF 4

EXHIBIT 8
PAGE 4 OF 4

PAID

DEC 19 2006
Amount 40.00 (160.00)
Check No. 168178
By [Signature]
WOODINVILLE WATER DIST
Account # 13539

03-248

Plat Name	Street Address
Parcel Number	Applicant
Description of Project	Attach application to the map showing adjoining streets

City of Woodinville
 King County, Washington
SCHOOL WALK SAFETY ASSESSMENT

EXHIBIT 9
 PAGE 1 OF 1

Assessment of walk safety conditions for schools serving the subject subdivision / short subdivision (circle one) is as follows:

- Students are bussed to schools serving the subdivision / short subdivision identified above.
- Sidewalks or other planning features that assure safe walking conditions for students who walk to and from schools exist between the proposed subdivision / short subdivision (see attached vicinity zoning map) and schools that serve the area;
- Sidewalks or other planning features that assure safe walking conditions for students who walk to and from schools that serve the subject subdivision / short subdivision are planned and are expected to be complete for use by _____;
- Sidewalks or other planning features that assure safe walking conditions for students who walk to and from schools that serve the subject subdivision / short subdivision do not exist in usable form at this time.

The subdivision / short subdivision identified above is served by the following schools:

Elementary School: Wellington

Junior High School: Leota

High School: Woodinville

Comments:

This information is needed in order to submit a plat application to the City of Woodinville. Your assistance in providing the information requested is genuinely appreciated.

Information provided by Kawoef

Signature _____

Director of Transportation

Title

Oct. 27, 2004

Date

NORTHSHORE SCHOOL DISTRICT 417

School District

NOV 8 2004

CITY OF WOODINVILLE
DEVELOPMENT CONSISTENCY CHECKLIST

CITY OF WOODINVILLE
PLANNING DEPARTMENT

The City of Woodinville must issue a Determination of Consistency for all project permits pursuant to Woodinville Municipal Code Chapter 17.13. All project permits are reviewed to verify consistency with the current Comprehensive Plan and development regulations. In order to assist us in this process, a Development Consistency Checklist must accompany an application packet to be considered a complete application. You may attach additional sheets as necessary.

EXHIBIT 10
PAGE 1 OF 4

A. BACKGROUND

1. Name of proposed project, if applicable:

Montevallo

2. Site Address:

The subject property is located immediately south of the King-Snohomish County line, west of 156th Ave NE and south of 205th Street.

3. Site Parcel Number(s):

**8078700010
8078700040**

**8078700020
8078700050**

8078700030

4. Name of applicant:

Phoenix Development, Inc.

5. Address and phone number of applicant or contact person:

**George Newman
Triad Associates
11814 - 115th Avenue NE
Kirkland, WA 98034-6923
Office: (425) 821-8448 Fax: (425) 821-3481
gnewman@triadassoc.com**

6. Date checklist was prepared:

November 5, 2004

B. DEVELOPMENT REGULATION ELEMENTS

1. Land Use

a. Describe the type of land use that will be developed on the property.

Detached, single family residential

b. List any land use permits that are required for this development.

Concurrent rezone and preliminary plat approval

- c. If a land use permit is required, have all applications and documents been submitted?

Yes.

2. Density

- a. If the development is residential, how many units per acre are proposed? Show density calculations pursuant to WMC 21.12.080.

66 – detached, single-family lots are proposed.

67 - lots (maximum density allowed)

35 - lots (minimum density allowed)

See attached Preliminary Plat cover sheet with calculations (Sheet 1 of 9)

- b. What is the Comprehensive Plan designation for this site?

Low Density Residential

- c. What is the zoning for this site?

Existing zoning – R-1

Proposed zoning – R-4

3. Infrastructure

- a. Describe the roads and street improvements proposed.

NE 205th Street will be improved and extended to serve the development. Two access points will be provided onto 156th Avenue NE from the subject property.

- b. Attach a certificate of Water Availability (available from the Woodinville Water District).

See attached water availability letter from Woodinville Water District.

- c. Describe the sewers proposed to serve your project. If no sewers are proposed, attach proof of King County Department of Health approval for an on-site septic system.

Sanitary sewer will be extended onto the site. See attached sewer availability letter from Woodinville Water District.

- d. Describe storm water improvements that are proposed.

Storm water will be collected through road catch basins, roof drain, yard drains and conveyed to a detention facility in the lower, west portion of the site (Tract B). Water quality treatment will occur prior to discharge.

- e. Describe on-site recreation parks or open space that are proposed as a part of the development (if required) pursuant to WMC Chapter 21.14.

A total of 3.43 acres, or 21% of the area to be subdivided, will be preserved within a Native Growth Protection Area (NGPA) in Tract A. Park impact mitigation fees are also required.

EXHIBIT <u>10</u>
PAGE <u>2</u> OF <u>4</u>

4. Character

- a. Provide the following information about your proposal for compliance to Density and Dimension requirements found in WMC Chapter 21.12:

EXHIBIT 10
PAGE 3 OF 4

Residential

Lot Widths:

60' Width or greater = 9 Lots
45' – 60' Width = 57 Lots

Building Height:

Not to exceed City of Woodinville requirements as required.

Street Setbacks:

10'

Building Coverage Percentage:

Not to exceed 35%

Interior Setbacks:

Front: 10' Side: 5' Rear: 5'

Impervious Surface Percentage:

Not to exceed 45%

Commercial/Industrial

(If your project is in a special district, see Section 5)

Street Setbacks: N/A

Floor to Lot Ratio (square feet): N/A

Interior Setbacks: N/A

Impervious Surface: N/A

Building Height: N/A

- c. List any Design Requirements found in WMC Chapter 21.14 that are applicable to your project such as on-site recreation space requirements or clustered development; and describe how your project conforms to these requirements.

Fee in lieu

- d. Describe the landscaping proposed for your project/development as required by WMC 21.16.

	<u>Street Frontage</u>	<u>Interior Lot Lines</u>	<u>Parking Lot</u>
Location on Plans (page #)	N/A	N/A	
Landscape Type	III	N/A	N/A
Area (Sq. Ft.)	1 tree every 50 feet	N/A	N/A

- e. Provide a significant tree retention plan, if required by WMC Chapter 21.16.

Provided with Preliminary Plat Submittal (Sheet 8 of 9)

- f. How does your project comply with the parking and circulation regulations described in WMC Chapter 21.18? Please provide detail and applicable calculations.

N/A

EXHIBIT 10
PAGE 4 OF 4

- g. Does your commercial project require Interim Design Principles (IDP) review? If yes, attach an IDP application and checklist.

N/A

5. Special District Overlay Requirements.

If your project is located within a special district overlay, you are required to complete this section of the checklist.

- a. Which special district overlay is your project located in?

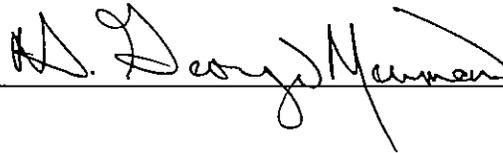
N/A

- b. Describe how your project meets the requirements of the special district overlay of WMC Chapter 21.38.

N/A

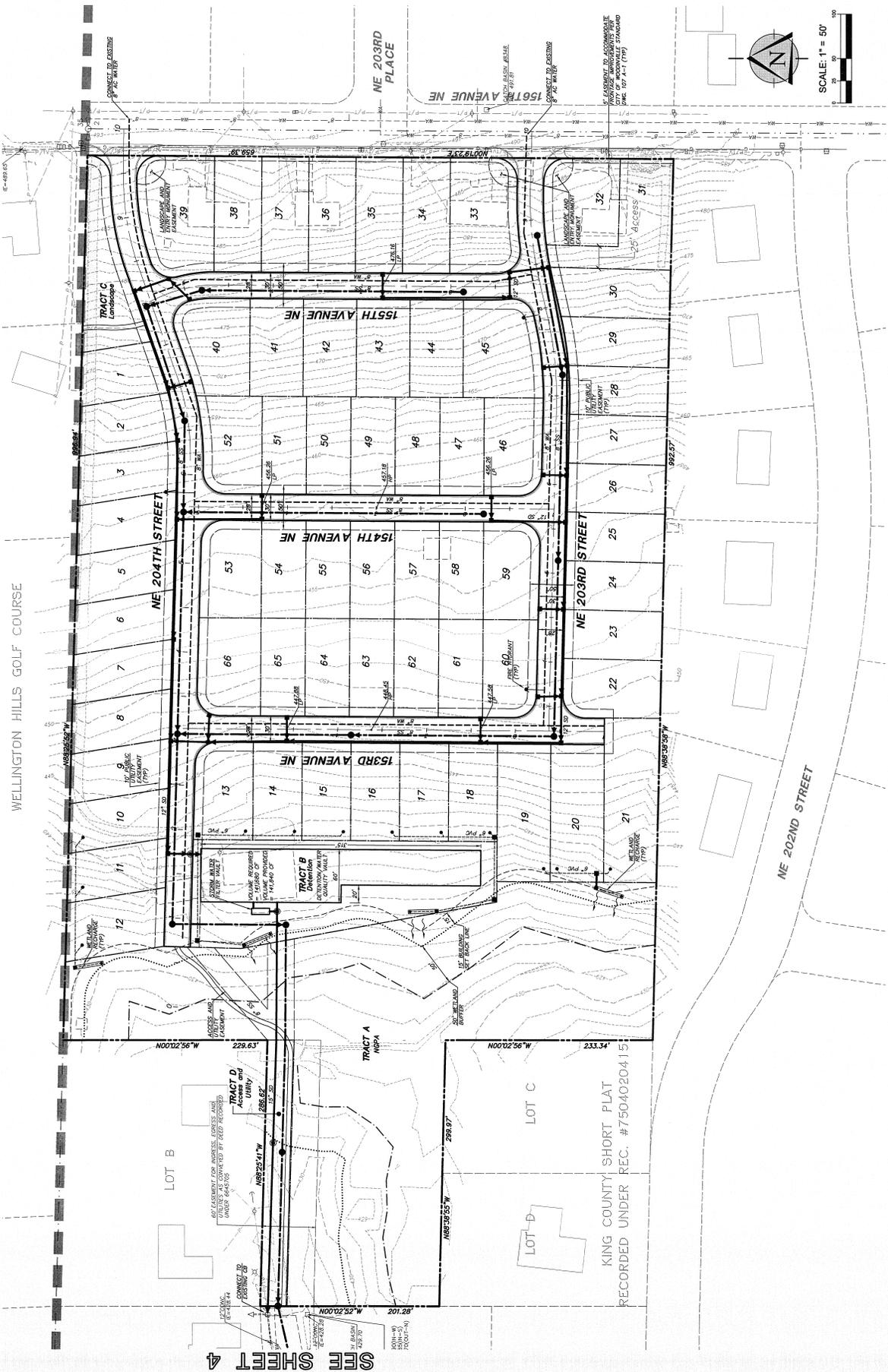
C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the City is relying on them to make its decision.

Signature:  Date: 11/5/04

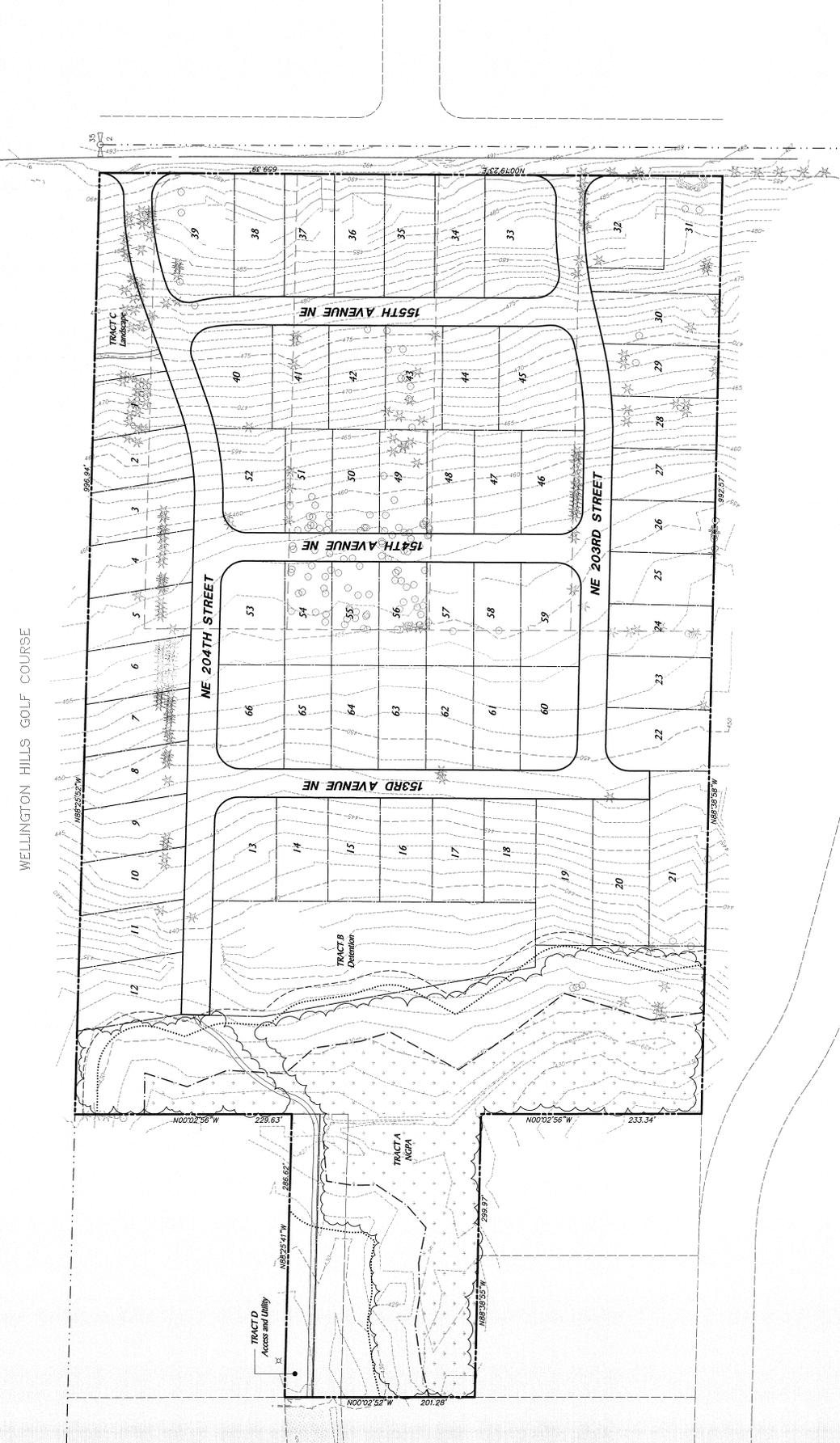
MONTEVALLO

PRELIMINARY DRAINAGE AND UTILITY PLAN



SEE SHEET 4

KING COUNTY SHORT PLAT
 RECORDED UNDER REC. #7504020415



NOTES:
 MWC 21.1.6.130(1) (e) indicates that a minimum tree-credits factor required for the buildable area of each site is 30 tree credits per acre. Assuming the buildable area of the site is 171.38 acres then 347 tree credits are required to be provided.
 The trees located within the open space have not been surveyed. However, MWC 21.1.6.140(1) indicates that a tree survey may be conducted by a method that locates individual trees or by using standard timber cruising methods to reflect general locations, numbers, and grouping of trees.
 It is the intent that existing significant trees within the development area including roads, lots, utility corridors and detention/water quality areas will be removed. Trees with in the open space would be saved in order to meet tree retention requirements.
 Any short fall in tree retention requirements would be met per 21.06.120

Legend:
 Existing significant trees (field surveyed)
 Trees to be retained

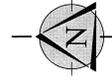
DATE: 11/26/04

DESIGNER: TRIAD ASSOCIATES

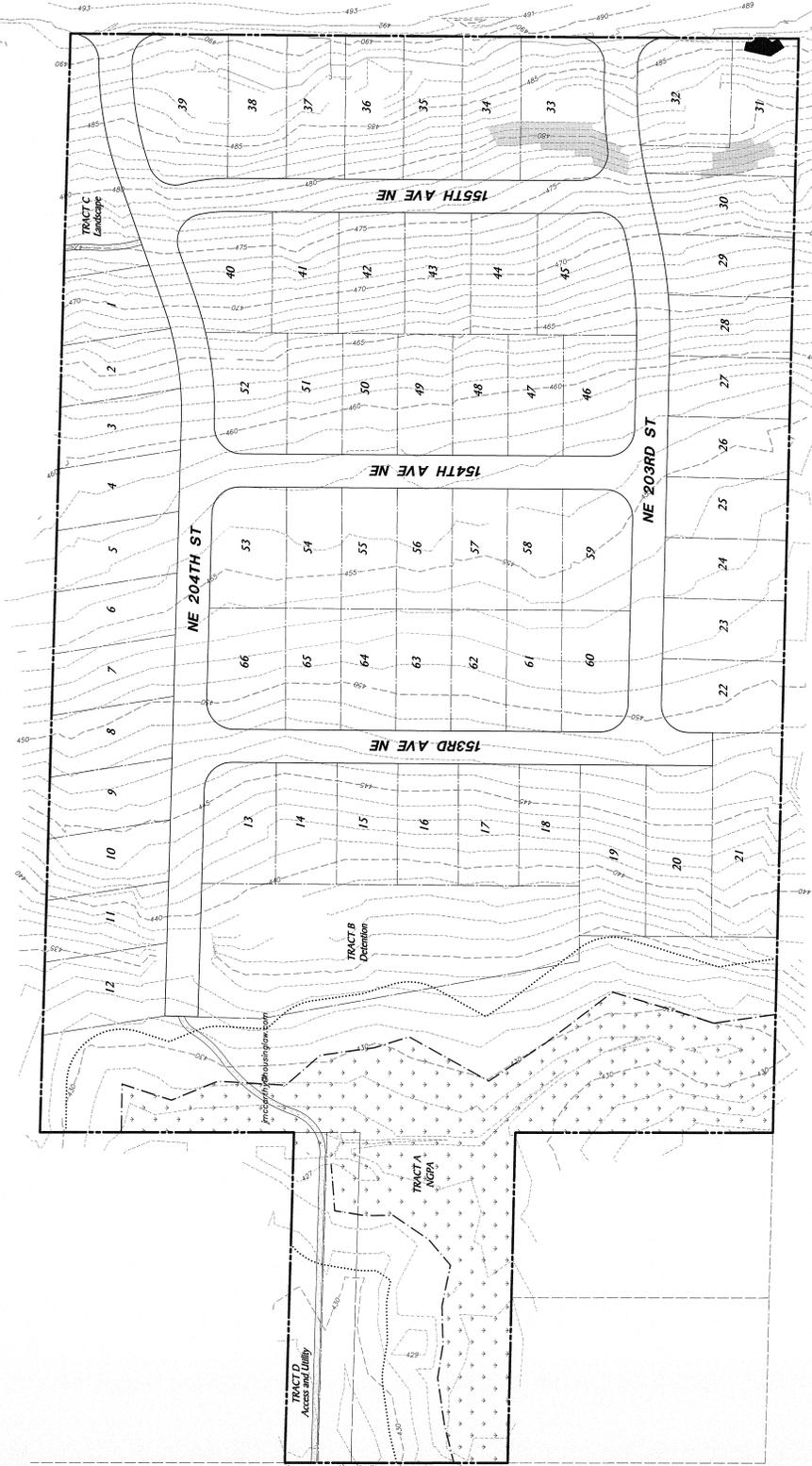
PROJECT NUMBER: 03-248
 PROJECT NAME: MONTVALLO
 PROJECT LOCATION: 153RD AVE NE

DESIGNED BY: GEORGE KIMMEL, P.E.
 CHECKED BY: JAMES SHERIDAN, P.E.
 DATE: 11/26/04
 SCALE: 1"=50'

STAMP NOT VALID UNLESS SIGNED AND DATED
 JOB NO. **03-248**
 SHEET NO. **9** OF **9**



SCALE: 1" = 50'



SLOPE LEGEND

Color	Slope categories	Area (sq. ft)
[White]	0 - 15%	71,324.3 *
[Light Gray]	15 - 25%	4,253 *
[Medium Gray]	25 - 40%	0 *
[Dark Gray]	Greater than 40%	408 *

* Slope analysis and calculation based on area within boundary limits only.

EXHIBIT 12

**Preliminary Tree Retention Map
to big to scan**

November 23, 2004

EXHIBIT	<u>13</u>
PAGE	<u>1</u> OF <u>2</u>

Loree Quade
Phoenix Development, Inc.
P.O. Box 3167
Lynnwood, WA 98046

RE: Application ZMA2004-094 Zoning Map Amendment for the Plat of Montevallo
Application PPA2004-093 Preliminary Plat for Montevallo
Application SEP2004-095 SEPA for the Plat of Montevallo

Dear Ms. Quade;

This letter is to inform you that The City of Woodinville received the above applications on November 8, 2004. Under WMC 17.09.030, the City must respond to your application within twenty-eight days of the date of submittal as to the completeness of the application.

The above applications have been deemed to be complete as of November 23, 2004. A complete application results in two actions. First, it vests that application against future land use amendments; that is the land use regulations in effect as of the date of vesting are those that are used to review your application unless otherwise stated. Any future change in regulations should not impact your application. Second, the determination of a complete application would normally begin a 120-day time period in which the City must take action (approving, approving with conditions or denying with cause) your applications. In this case, since an Environmental Impact Statement is in process for both the Wood Trails and the Montevallo plats, the 120-day approval period is stayed until completion of the appeal period following the Final Environmental Impact Statement. The City cannot not take any action on a plat when it is in environmental review.

The 120-day clock may also be stopped whenever additional information has been requested. The clock will remain stopped until the requested information has been received and reviewed as to its responsiveness.

You will be contacted by Ms. Janet Groak, of the City Planning Department at the proper time regarding the posting of you proposed preliminary plat application. A Notice of Application (NOA) must be published in the paper, posted on site and mailed to any parties of record. There is a fourteen (14) day comment period from the date of publication/posting. Again, this is to occur after the completion of the EIS.

Upon completion of the EIS, the City Planning Department will review the proposed preliminary plat and zoning map amendment within existing regulations and write a staff report with recommendations to the City Hearing Examiner. A hearing date, time and location will be established and a notice will be published in the local paper, sent to property owners within 500 feet of the subject property and to all parties of record. Upon completion of this time period, and on the established date and scheduled time, the Hearing Examiner will hold a public hearing. You and/or your representative as well as any expert witness testimony you may wish will be expected

to present your case to the Examiner. The Examiner will make a decision as to the reasonableness of your applications within ten working days of the date of hearing.

EXHIBIT	13
PAGE	2 OF 2

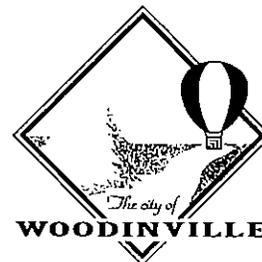
Sincerely,

Dick Fredlund, Planner
Woodinville Planning Department

cc: George Newman, Principal
Triad Associates, Inc.

CITY OF WOODINVILLE
17301 133rd Avenue NE
WOODINVILLE, WA. 98072
NOTICE OF APPLICATION
PROJECT: Montevallo

EXHIBIT 14
PAGE 1 OF 2



*"Citizens, business and local government;
a community commitment to our future."*

File Number: PPA2004-093/ZMA2004-094
Applicant / Contact: Phoenix Development, Inc./Loree Quade
Date of Application: November 8, 2004
Date of Completion of Application: November 23, 2004
Proposal Location: South of NE 205th Street and West of 156th Avenue NE, Woodinville, King County, Washington
Parcel Number(s): 8078700010, 8078700020, 8078700030, 8078700040 and 8078700050
Proposed Project Action: Proposed subdivision of 16.5 acres into 66 Single Family lots (concurrent with a proposed zoning map amendment from R1- to R4).
Project Permits and / or Studies requested under RCW36.70B.070: N/A
Other Permits: SEP2004-095
Threshold Determination: Determination of Significance, October 11, 2004
(if complete at time of issuance of NOA)
Determination of Consistency: To be determined
Hearing Date & Time (if applicable): To be determined
Hearing Location: Council Chambers, City of Woodinville

Copies of all application documents and/or environmental studies that evaluate the proposed project are available for review at City Hall.

This notice of application is issued under Woodinville Municipal Code Chapter 17.11.010; the City will not act on this proposal for 14 days following the date of notice of application. During this period, any interested party may submit written comments and/or appeal procedures. All interested parties are encouraged to participate in any hearings and may request a copy of the decision.

If you have any questions, please contact Dick Fredlund at (425) 489-2757 ext. 2247.

Date of the Notice of Application: December 20, 2004
RESPONSIBLE OFFICIAL: Ray Sturtz
POSITION/TITLE: Planning Director
ADDRESS: 17301 133rd Avenue NE
Woodinville, WA 98072

SIGNATURE:

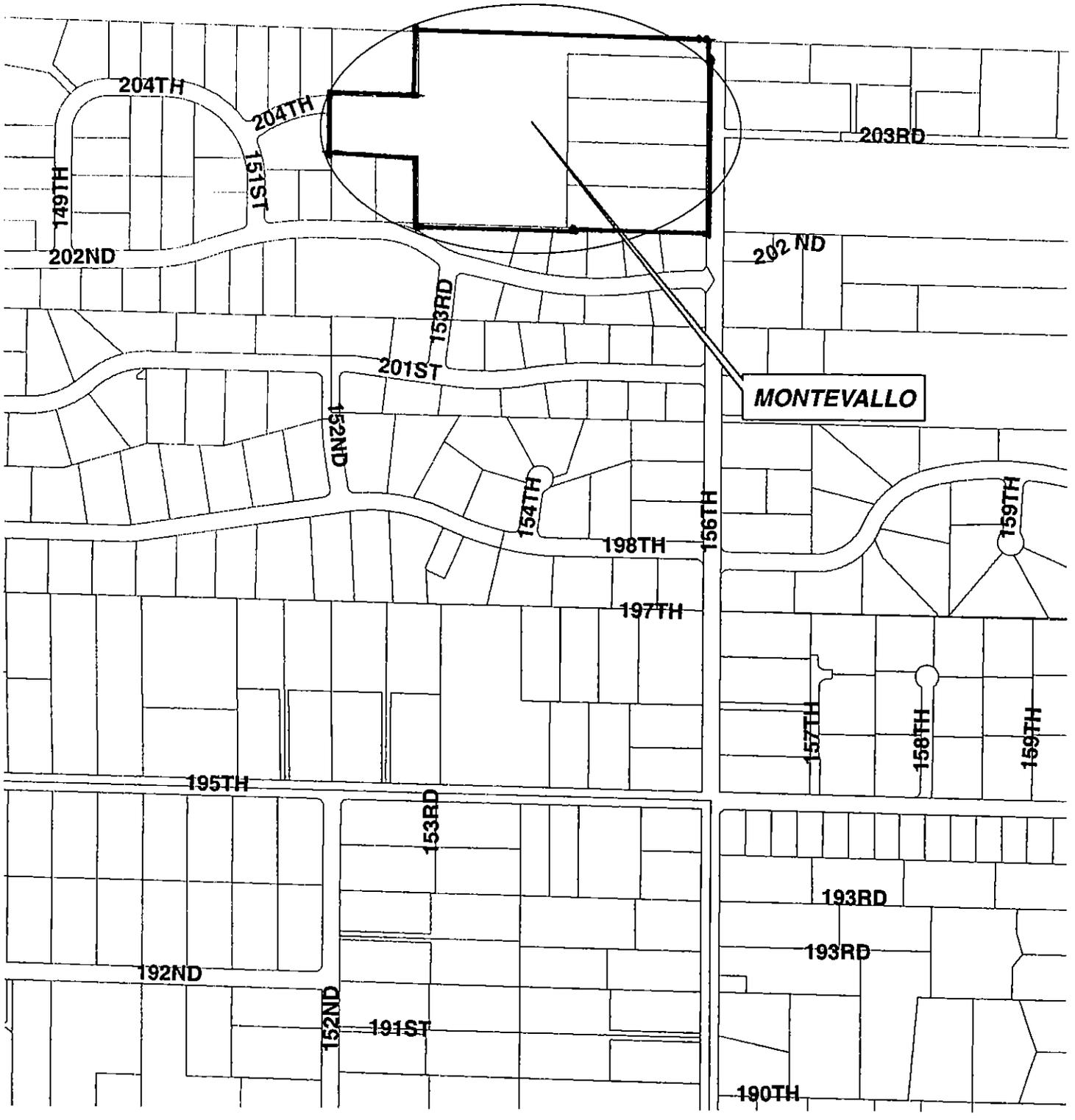
DATE: December 20, 2004



MONTEVALLO

PARCEL NUMBERS 8078700010, 8078700020, 8078700030,
8078700040, AND 8078700050

EXHIBIT 14
PAGE 2 OF 2



**CITY OF WOODINVILLE
PLANNING DEPARTMENT
17301 133rd AVENUE NE
WOODINVILLE, WA 98072
(425) 489-2757**



**NOTICE OF APPLICATION
Montevallo**

File Number: PPA2004-093/ZMA2004-094
Applicant/Contact: Phoenix Development, Inc./Loree Quade
Date of Application: November 8, 2004
Date of Completion of Application: November 23, 2004
Proposal Location: South of NE 205th Street and West of 156th Avenue NE, Woodinville, King County, Washington
Parcel Numbers: 8078700010, 8078700020, 8078700030, 8078700040, 8078700050
Proposed Project Action: Proposed subdivision of 16.5 acres into 66 Single Family lots (concurrent with a proposed zoning map amendment from R1 to R4).
Project Permits and/or Studies requested under RCW36.70B.070: N/A
Other Permits: SEP2004-095
Threshold Determination: Determination of Significance, October 11, 2004 (if complete at time of issuance of notice of application)
Determination of Consistency: To be determined
Hearing Date & Time: (if applicable): To be determined
Hearing Location: City of Woodinville Council Chambers
Date of the Notice of Application: December 20, 2004
Copies of all application documents and/or environmental studies that evaluate the proposed project are available for review at City Hall. This notice of application is issued under Woodinville Municipal Code Chapter 17.11.010; the City will not act on this proposal for 14 days following the date of notice of application. During this period, any interested party may submit written comments and/or appeal procedures. All parties interested are encouraged to participate in any hearings and may request a copy of the decision. If you have any questions, please contact Dick Fredlund at (425)489-2757 ext. 2247.
Responsible Official: Ray Sturtz, Director of Planning and Community Development

Published December 20th, 2004

WOODINVILLE
WEEKLY



CITY OF WOODINVILLE
AFFIDAVIT OF POSTING
FOR
NOTICE OF APPLICATION

EXHIBIT 16
PAGE 1 OF 2

Phoenix Devlp / Loree Quade
Applicant Name

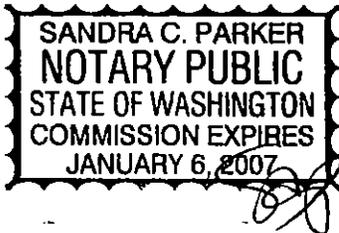
PPA2004-093/2 MA2004-094
File Number

I understand that WMC 17.11.030 Application Requirements/Notice Methods of Woodinville Municipal Code of the City of Woodinville requires me to post the property at least fifteen (15) days prior to the Public Hearing.

I certify that on 12/20/04 the **NOTICE OF APPLICATION SIGN(S)** in accordance with applicable requirements and guidelines were posted on the property located at 20537 156TH AVE NE so as to be clearly seen from each right-of-way providing vehicular access to the property.

[Signature]
Signature

Subscribed and Sworn to me this 21st day of December, 2004



[Signature]
Notary Public for the State of
Washington, residing at Bathell

This affidavit must be properly completed upon this posting of the required **Notice of Application** and returned to the Planning Department, not later than the 15th day preceding the Public Hearing date.

Return to:

City of Woodinville
Community Development Department
17301 133rd Avenue NE
Woodinville, WA 98072

RECEIVED

NOV 8 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

City of Woodinville
Department of Planning & Community
Development

GENERAL APPLICATION FORM 17

EXHIBIT
PAGE 1 OF 5

File #	2004-094
Appl. Type	ZUA
TRC III Date	
Fee Paid	5800.00
Date Rec'd	11-8-04

GENERAL INFORMATION:

Name of Development/Project: Montevallo

Applicant Name: Phoenix Development, Inc. (Contact: Loree Quade)

Applicant Address: P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167

Phone Number: (425) 775-8663 x 106

Description of Proposed Action:
Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

OTHER PERMITTING INFORMATION:

Are you applying for a consolidated permit review? YES NO
(Consolidated Permit Reviews require all applications be submitted concurrently.)
If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

Location of Subject Property: South of NE 205th St and west of 156th Ave NE.

Legal Description: See Attached

Tax Parcel Number: See Attached	1/4 Sec.: NW	Sec.: 02	Twn.: 26	Range: 05
Size (ac/sq ft): 16.5 acres /	Comp. Plan Designation: Low-Density Res		Zone: R-1	

Current Use: Single-family and outbuildings

Are there Sensitive Areas on Property? Yes (wetland)

AUTHORIZATION TO FILE:

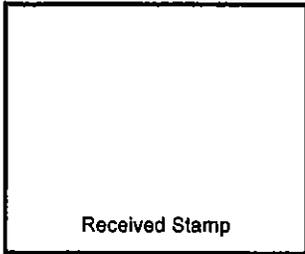
SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name James L. Jussel	Name Patrice E. Jussel
Signature <i>James L. Jussel</i>	Signature <i>Patrice E. Jussel</i>
Tax No. or Lot & Subdivision 8078700010	Tax No. or Lot & Subdivision: 8078700010
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.

Signature: *Jessie McP* Date 11-5-04



**City of Woodinville
Department of Planning & Community
Development**

GENERAL APPLICATION FORM
EXHIBIT 17
PAGE 2 OF 5

File #	<u>2004 094</u>
Appl. Type	<u>ZMA</u>
TRC III Date	
Fee Paid	
Date Rec'd	<u>11/8/04</u>

GENERAL INFORMATION:

Name of Development/Project: <u>Montevallo</u>
Applicant Name: <u>Phoenix Development, Inc. (Contact: Loree Quade)</u>
Applicant Address: <u>P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167</u>
Phone Number: <u>(425) 775-8663 x 106</u>
Description of Proposed Action: <u>Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.</u>

OTHER PERMITTING INFORMATION:

Are you applying for a consolidated permit review? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>(Consolidated Permit Reviews require all applications be submitted concurrently.)</i>
If yes, what other permits/applications are you submitting at this time? <u>Prelim Plat, Zoning Map Amd, SEPA Review</u>

PROPERTY INFORMATION:

Location of Subject Property: <u>South of NE 205th St and west of 156th Ave NE.</u>				
Legal Description: <u>See Attached</u>				
Tax Parcel Number: <u>See Attached</u>	¼ Sec.: <u>NW</u>	Sec.: <u>02</u>	Twn.: <u>26</u>	Range: <u>05</u>
Size (ac/sq ft): <u>16.5 acres /</u>	Comp. Plan Designation: <u>Low-Density Res</u>		Zone: <u>R-1</u>	
Current Use: <u>Single-family and outbuildings</u>				
Are there Sensitive Areas on Property? <u>Yes (welland)</u>				

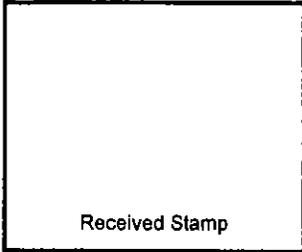
AUTHORIZATION TO FILE:

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name <u>Paul B. Marzolf</u>	Name <u>Michaelina R. Marzolf</u>
Signature	Signature
Tax No. or Lot & Subdivision <u>8078700020</u>	Tax No. or Lot & Subdivision: <u>8078700020</u>
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.	
Signature:	Date <u>11-05-04</u>



**City of Woodinville
Department of Planning & Community
Development**

GENERAL APPLICATION FORM

File #	
Appl. Type	
TRC III Date	
Fee Paid	
Date Rec'd	

EXHIBIT 17
PAGE 3 OF 5

GENERAL INFORMATION:

Name of Development/Project: Montevallo
Applicant Name: Phoenix Development, Inc. (Contact: Loree Quade)
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If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

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Current Use: Single-family and outbuildings				
Are there Sensitive Areas on Property? Yes (wetland)				

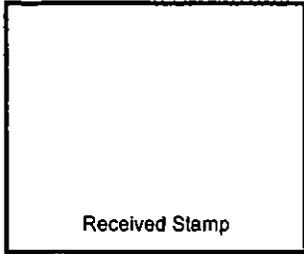
AUTHORIZATION TO FILE:

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name John T. Halverson	Name Jocelyn S. Halverson
Signature	Signature
Tax No. of Lot & Subdivision 8078700030	Tax No. of Lot & Subdivision: 8078700030
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.	
Signature:	Date 11-05-04



**City of Woodinville
Department of Planning & Community
Development**

GENERAL APPLICATION FORM

File #	
Appl. Type	
TRC III Date	
Fee Paid	
Date Rec'd	

EXHIBIT 17
PAGE 4 OF 5

GENERAL INFORMATION:

Name of Development/Project: Montevallo
Applicant Name: Phoenix Development, Inc. (Contact: Loree Quade)
Applicant Address: P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167
Phone Number: (425) 775-8663 x 106
Description of Proposed Action: Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

OTHER PERMITTING INFORMATION:

Are you applying for a consolidated permit review? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>(Consolidated Permit Reviews require all applications be submitted concurrently.)</i>
If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

Location of Subject Property: South of NE 205th St and west of 156th Ave NE.				
Legal Description: See Attached				
Tax Parcel Number: See Attached	¼ Sec.: NW	Sec.: 02	Twn.: 26	Range: 05
Size (ac/sq ft): 16.5 acres /	Comp. Plan Designation: Low-Density Res		Zone: R-1	
Current Use: Single-family and outbuildings				
Are there Sensitive Areas on Property? Yes (wetland)				

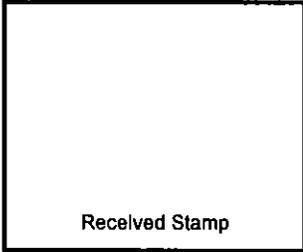
AUTHORIZATION TO FILE:

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name Su Woon L. Rodriguez	Name
Signature <i>Su Woon L. Rodriguez</i>	Signature
Tax No. or Lot & Subdivision 8078700040	Tax No. or Lot & Subdivision:
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.	
Signature: <i>Jessie M. [unclear]</i>	Date: <u>11-5-04</u>



**City of Woodinville
Department of Planning & Community
Development**

GENERAL APPLICATION FORM

File #	
Appl. Type	
TRC III Date	
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Date Rec'd	

EXHIBIT 17
PAGE 5 OF 5

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Applicant Address: P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167
Phone Number: (425) 775-8663 x106
Description of Proposed Action: Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

OTHER PERMITTING INFORMATION:

Are you applying for a consolidated permit review? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>(Consolidated Permit Reviews require all applications be submitted concurrently.)</i>
If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

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Size (ac/sq ft): 16.5 acres /	Comp. Plan Designation: Low-Density Res		Zone: R-1	
Current Use: Single-family and outbuildings				
Are there Sensitive Areas on Property? Yes (wetland)				

AUTHORIZATION TO FILE:

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name Edward C. Litzenberger	Name Carolyn J. Litzenberger
Signature	Signature
Tax No. or Lot & Subdivision 8078700050	Tax No. or Lot & Subdivision: 8078700050
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date _____	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date _____

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.	
Signature:	Date 11-5-04

Purpose of Checklist: The State Environmental Policy Act (SEPA), Chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the environment. The purpose of this checklist is to provide information to help King County's Responsible Official and any other agencies with jurisdiction to identify impacts from a proposal (and to reduce or avoid impacts from the proposal, if it can be done), and to help King County decide whether an EIS is required.

EXHIBIT 18
PAGE 1 OF 14

A. BACKGROUND

1. Name of proposed project, if applicable:

Montevallo

2. Name of proponent:

Phoenix Development, Inc.

3. Address and phone number of proponent and contact person:

Proponent: Phoenix Development, Inc.
Contact: Loree Quade
P.O. Box 3197
7127 - 196th Street SW
Lynnwood, WA 98046-3167
(425) 775-8663 ext.106

Contact Person: George Newman, Principal
Triad Associates
11814 115th Avenue NE
Kirkland, WA 98034
(425) 821-8448

4. Date checklist prepared:

November 4, 2004

5. Agency requesting checklist:

City of Woodinville

6. Proposed timing or schedule (including phasing, if applicable):

The proponent will begin construction upon receiving all necessary approvals and permits. It is anticipated that the proposed project will be constructed beginning in Spring, 2005.

7. Do you have any plans for future additions, expansions, or further activity related to or connected with this proposal? If yes, please explain.

Yes. Sanitary sewer extended through the subject property, which could serve other areas within the Urban Growth Area (UGA).

EXHIBIT 18
PAGE 2 OF 14

8. Environmental information that has been prepared, or will be prepared, directly related to this proposal.

An environmental assessment will be made based on the review of this SEPA Checklist. Supplemental to this SEPA Checklist are the following technical studies with specific technical information including:

- Level 1 Downstream Analysis, November, 2004 –Triad Associates
- Preliminary Technical Information Report, November, 2004 –Triad Associates
- Geotechnical Engineering Study, September 22, 2004 – Earth Consultants, Inc.
- Montevallo Traffic Study, November, 2004 – The Transpo Group
- Montevallo Wetland Reconnaissance, November, 2004 – B-twelve Associates, Inc.

Each of the above documents are hereby incorporated by reference into this Checklist.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by this proposal?

Utility extension and construction approvals are pending from the Woodinville Water District for public water and sanitary sewer.

10. List any governmental approvals or permits that will be needed for your proposal, if known.

The following approvals/permits will likely be needed for this proposal:

- Rezone & Preliminary Plat Approval..... City of Woodinville
- SEPA Threshold Determination..... City of Woodinville
- Clearing and Grading Permits City of Woodinville
- Forest Practice Permit..... State Dept. Natural Resources
- Road and Storm Drainage Approval..... City of Woodinville
- Water Extension Approval..... Woodinville Water District
- Sanitary Sewer Extension Approval Woodinville Water District
- Building Permits..... City of Woodinville
- NPDES Permit..... State Dept. of Ecology

11. Description of the proposal including the proposed uses and the size of the project and site.

Proposal

The total property assemblage is 16.48 acres. The proposal is to subdivide the property based upon a rezone to R-4. The minimum density required pursuant to 21.12.060 WMC is 35 lots while the maximum density allowed is 66 lots. The applicant has utilized the option of transferring surplus density (19 lots) as permitted through Chapter 21.36 WMC (Transfer of Density Credits) from the Wood Trails site within the Woodinville UGA.

Zoning/Density

Property is currently zoned R-1. The subject property is within the City's Urban Growth Area (UGA) and designated *Low Density Residential*, not to exceed four dwelling units per acre on the Future Land Use Map. The R-4 zone is one of the implementing zones for the *Low Density Residential* designation. Areas to the south, west and east are comparatively designated with residential development. The area to the north contains

residential and abuts a golf course (Wellington Hills Golf Course). Gross density will be 4.0 dwelling units per acre.

Site Utilities

All lots will utilize sanitary sewers and public water provided by Woodinville Water District. Puget Sound Energy will be the primary provider for electrical service. Verizon will provide telephone service and AT&T will serve cable subscribers.

Vehicular Access and Circulation

The 66 proposed lots will take access from a new looped public road system which will connect with 156th Ave NE at two points.

Site Clearing and Grading

The proposal will require clearing and grading for roads, utilities, and individual lot development.

Proposed Treatment of Steep Slopes

There are no steep slopes on site.

Open Space Areas

Approximately 3.4 acres of common open space is being provided which represents 20% of the area within the plat and will be protected in perpetuity as Native Growth Protection Area (NGPA) within Tract A. Approximately 0.8 acres of the subject plat will be contained within the Tract B for detention. An additional approximate 2.2 acres will be utilized for public road right-of-way and private access tracts.

Storm Drainage

Most of the new storm water runoff from road and house impervious surfaces will be collected and directed to a single detention pond located within the west central area of the site (Tract B).

12. **Location of the proposal. Provide a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if available.**

The subject property is located in the north portion of the City of Woodinville and the Woodinville Urban Growth Area (UGA). The 16.5 acre assemblage is south of the Wellington Hills Golf Course and immediately south of the King-Snohomish County boundary. The rectangular shaped property lies on the west side of the 156th Avenue NE and is accessed from 156th Avenue NE. The property lies in a portion of Section 2, Township 26N, Range 5E, W.M., in King County, Washington

Refer to the preliminary plat map for the legal description and vicinity map.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. **General description of the site (circle one):** rolling, hilly, steep slopes, mountainous.

The proposed residential development will occupy approximately 12 acres of the total site with the remainder being in common open space tracts as Native Growth Protection Area.

EXHIBIT 18
PAGE 3 OF 14

b. What is the steepest slope on the site (approximate percent slope)?

Generally, the site is level with gradual slopes from east to west ranging from 2-12%.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

A Geotechnical Engineering Report has been prepared by Earth Consultants Inc., dated September 22, 2004 (supplemental to this SEPA checklist). It contains specific information in regard to existing conditions and groundwater, as well as general recommendations for site preparation, foundations, retaining walls and other construction is included as supplemental environmental information with this environmental checklist. The geotechnical report identifies surface and subsurface conditions and concludes that the site can accommodate the development as proposed with inclusion of some construction recommendations.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

None identified.

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

Grading for this residential development will be limited to those areas identified for roads, storm drainage, utility infrastructure and home sites. It is estimated that there will be up to 850 cubic yards of net cut and fill. The ultimate cut and fill quantities will be determined during final engineering. No clearing or grading activity will start until the necessary permits are obtained.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Limited erosion could occur as a result of the initial construction on-site. However, erosion control measures will be utilized during the construction phase to minimize potential erosion impacts. Temporary erosion and sedimentation control plans will be submitted to and approved by the City of Woodinville prior to any clearing or grading activity.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Total impervious area is estimated at 8.0 acres, or about 61% of the total area included in the proposed plat.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

A temporary erosion and sedimentation control plan, designed in accordance with City of Woodinville standards, will be employed during the construction phase of this project. Said plan will be prepared in conjunction with the recommendations of the geotechnical report.



EXHIBIT 18
PAGE 5 OF 14

2. Air

- a. What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.**

During project construction, heavy equipment operation and workers' vehicles would generate exhaust emissions into the immediate vicinity. Construction activity on the site could also stir up exposed soils and generate dust and particulate matter into the local air. The completed project would result in a minor increase in the amount of emission-related pollutants in the local air from project related traffic.

- b. Are there any off-site sources of emissions or odors that may affect your proposal? If so, generally describe.**

There are no known off-site sources of emissions or odors that are likely to impact this project.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any:**

Watering of the site as necessary during the construction phase of the project will help control dust and other particulates.

3. Water

a. Surface:

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

A wetland area occupies the western edge of the site. Reference the Wetland Study, prepared by B-Twelve, which is supplemented to this SEPA checklist.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

No.

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands, and indicate the area of the site that would be affected. Indicate the source of fill material.**

There is no surface water or wetlands impacted.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities, if known.**

No.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. If so, note location on the site plan.

No.

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.

Additional stormwater runoff would occur in proportion to the total new impervious and cleared surfaces associated with the project. Small quantities of petrochemicals, fertilizers, and other household and yard products normally expected with a residential development are anticipated to be present in the runoff. Primary control of these potential pollutants would be provided through the inclusion of water quality measures in the drainage design. Refer to the Technical Information Report (TIR) dated November, 2004 which is supplemented to this SEPA checklist.

b. Ground:

- 1) Will groundwater be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.

No. The proposed development will be served by public water from Woodinville Water District. Therefore, no ground water will be withdrawn to serve future residences.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial, containing the following chemicals ..; agricultural; etc.) Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.

There will be no waste material discharged into the ground. The plat will be served by sanitary sewers from Woodinville Water District.

c. Water Run-off (including stormwater):

- 1) Describe the source of run-off (including stormwater) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.

The new plat roads, future homes and cleared lots will create additional impervious surfaces (8.0 acres total impervious surfaces). Increased storm water runoff will occur as a result of the home construction and paved roadway.

Refer to the Technical Information Report (TIR) dated November, 2004.

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2) **Could waste materials enter ground or surface waters? If so, generally describe.**

Minimal pollutants normally associated with this type of development could enter the surface water. However, the amount would be minimal since the on-site drainage will include the use of treatment facilities in conformance with current City of Woodinville standards. The proposed plans for stormwater and run-off control are expected to minimize entry of waste materials or pollutants to groundwater resources and/or surface waters.

d. **Proposed measures to reduce or control surface, ground, and run-off water impacts, if any:**

See Level 1 Downstream Analysis dated November, 2004. Discharge of these additional waters would be collected and routed through water quality facilities designed to meet City of Woodinville water quality standards which require design per the 1998 King County Surface Water Design Manual. Since site drainage is tributary to Little Bear Creek, a detention pond designed to Level 2 flow control standards along with water quality treatment from the Resource Stream Protection Menu is required. These standards have been developed to minimize potential surface and ground, water impacts. The required storm water detention and water quality volume is 141,690 cubic feet. The detention and water quality vault has been preliminarily designed to accommodate these volumes.

EXHIBIT 18
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4. **Plants**

a. **Check or circle types of vegetation found on the site:**

- Evergreen trees:** western red cedar, western hemlock
 Deciduous trees: red alder, black cottonwood, big leaf maple
 Shrubs: salmonberry, vine maple, sword fern, Pacific bleeding heart, false lily-of-the-valley

b. **What kind and amount of vegetation will be removed or altered?**

It is the intent that existing trees within the development area, including roads, lots, utility corridors and detention/water quality areas will be removed. Trees within the open space would be saved in order to meet tree retention requirements.

c. **List threatened or endangered species known to be on or near the site.**

There are no known threatened or endangered species on or near the site.

d. **Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:**

The development area of the site is approximately 13.1 acres and consists of the area for roads, utilities, trails, buffer and lots. The area of the proposed preliminary plat is approximately 16.48 acres in size. The subject application proposes to leave approximately 3.4 acres of the site as Native Growth Protection Area (NGPA) within common open space Tract A.

WMC 21.16.130(1) (a) indicates that a minimum tree-credits factor required for the buildable area of each site is 30 tree credits per acre. The buildable area of the site is 11.58 acres then 347 tree credits are required to be provided. WMC 21.16.140 requires the preparation of a Tree Preservation Plan concurrent with a proposed preliminary plat application.

5. Animals

- a. Check or circle any birds and animals which have been observed on or near the site, or are known to be on or near the site:

Birds: hawk, heron, eagle, songbirds, other: American crow (*Corvus brachyrhynchos*), American robin (*Turdus migratorius*), black-capped chickadee (*Poecile atricapillus*), bushtit (*Psaltirparus minimus*), common raven (*Corvus corax*), rufous-sided towhee (*Pipilo erythrophthalmus*), song sparrow (*Melospiza melodia*), steller's jay (*Cyanocitta stelleri*), and winter wren

Mammals: deer, bear, elk, beaver, raccoon, other: species that easily adapt to suburban environments such as bats (*Myotis spp.*), deer mice (*Peromyscus maniculatus*), eastern cottontail rabbits (*Sylvilagus floridanus*), moles (*Scapanus spp.*), raccoons (*Procyon lotor*), shrews (*Sorex spp.*), skunks (*Mephitis spp.*), squirrels (*Sciurus carolinensis*, *Tamiasciurus douglasii*), Virginia opossums (*Didelphis virginiana*), and white-tailed deer (*Odocoileus hemionus*).

Fish: bass, perch, salmon, trout, herring, shellfish, other:

Amphibians: expected amphibian species include the pacific tree frog (*Hyla regilla*), the bullfrog (*Rana catesbeiana*), and the northwestern salamander (*Ambystoma gracile*).

- b. List any threatened or endangered species known to be on or near the site.

Based on a field inspection by Triad Associates staff, there were no threatened or endangered species observed on or near the site.

- c. Is the site part of a migration route? If so, explain.

None known.

- d. Proposed measures to preserve or enhance wildlife, if any:

The subject application proposes to leave approximately 3.4 acres of the site as Native Growth Protection Area (NGPA) within common open space Tract A.

6. Energy and Natural Resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

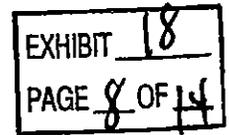
Electric and/or natural gas will be used to meet the primary energy needs of the new homes.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

The detached single family residential structures will be constructed to meet or exceed applicable local, state, and federal building codes to ensure compliance with energy conservation standards.



7. Environmental Health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill or hazardous waste, that could occur as a result of this proposal? If so, describe.**

Under normal working conditions, it is unlikely that environmental health hazards would be encountered. All project related construction will meet all current local, county, state and federal regulations.

- 1) Describe special emergency services that might be required.**

None.

- 2) Proposed measures to reduce or control environmental health hazards, if any:**

State regulations regarding safety and the handling of hazardous materials would be enforced during the construction process. Equipment refueling areas would be located in areas where a spill could be quickly contained, and where the risks of the hazardous material entering surface water is minimized.

b. Noise

- 1) What types of noise exist in the area, which may affect your project (for example: traffic, equipment operation, other)?**

The surrounding vicinity is suburban density residential neighborhoods with minimal off-site noise which would affect the subject property on a routine basis. The retention of trees in the NGPA should provide some noise reduction.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.**

Construction activities on the site would temporarily increase the peak on-site noise levels. All construction would be during the City of Woodinville's approved hours of operation. The completed project would result in a slight increase in ambient noise levels in the vicinity.

- 3) Proposed measures to reduce or control noise impacts, if any:**

Construction activity will be limited to hours as specified by the City of Woodinville, which will help to mitigate the impacts of potential construction noise.

8. Land and Shoreline Use

- a. What is the current use of the site and adjacent properties?**

The subject property of the proposed subdivision is partially wooded and developed with five single-family structures and outbuildings. The surrounding area is predominantly developed with residential single-family lots. The site abuts the wooded portion of a golf course (Wellington Hills Golf Course) to the north.

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b. Has the site been used for agriculture? If so, describe.

Historically, the house and barn in the center of the site functioned as a small farm. It is not a prime agricultural area and is within the UGA.

c. Describe any structures on the site.

There are five existing residences, a barn, and smaller outbuildings on site. Four of the existing residences abut 156th Avenue NE and another residence and barn is centrally located internally to the site.

d. Will any structures be demolished? If so, what?

Yes. All existing structures are proposed to be removed.

e. What is the current zoning classification of the site?

The subject property is zoned R-1.

f. What is the current comprehensive plan designation of the site?

The City of Woodinville GMA Comprehensive Plan includes the Future Land Use Map. The subject property is designated *Low Density Residential*, not to exceed four dwelling units per acre on the Future Land Use Map. The R-4 zone is one of the implementing zones for the *Low Density Residential* designation. Surrounding areas are comparatively designated.

g. If applicable, what is the current shoreline master program designation of the site?

No shoreline; not applicable.

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

No.

i. Approximately how many people would reside or work in the completed project?

Assuming approximately 2.5 people would live in each of the 66 developed homes, it is estimated that an additional 153 persons would reside in the built-out subdivision.

j. Approximately how many people would the completed project displace?

None. Five single-family residences will be removed and replaced with new single-family residences. There will be a net increase of 61 single-family residences.

k. Proposed measures to avoid or reduce displacement impacts, if any:

None.

EXHIBIT	18
PAGE	10 OF 14

I. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The requested R-4 zoning conforms to the R-4 locational criteria as revised by Ordinances 03-098 and 03-099. As specified by the Ordinances, the revised locational criteria are deemed as appropriately implementing the comprehensive plan, particularly Objective LU 6.F and Policy LU 6.F.2.

The requested R-4 zone, a zone specifically articulated by the City of Woodinville Comprehensive Plan as appropriate for areas designated Low Density Residential, complies with and will implement the City of Woodinville Comprehensive Plan.

The project will be developed in accordance with the applicable City of Woodinville development regulations which have been adopted as GMA development regulations to implement the goals and policies of the adopted GMA Comprehensive Plan.

EXHIBIT 18
PAGE 11 OF 14

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

66 moderate income, market-priced, detached single-family units will be constructed on the subject plat.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Five older, single-family homes will be eliminated and replaced with new single-family units.

c. Proposed measures to reduce or control housing impacts, if any:

The project will provide needed detached single-family housing in the north King County market.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Architectural plans for homes have not been specified at this stage. However, the proposed building plans will be governed by height restrictions dictated by the zoning requirements and the adopted International Building Code (IBC).

b. What views in the immediate vicinity would be altered or obstructed?

Development of the site would change the visual character of the site for the nearest existing residences from rural, undeveloped land to that of a new single-family residential neighborhood.

c. Proposed measures to reduce or control aesthetic impacts, if any:

The preservation of the forested area adjacent to the new residential development should minimize impacts.

11. Light and Glare

- a. **What type of light or glare will the proposal produce? What time of day would it mainly occur?**

The completed project will generate limited light and glare typically associated with residential development (i.e., security and/or street lighting).

- b. **Could light or glare from the finished project be a safety hazard or interfere with views?**

Not to our knowledge.

- c. **What existing off-site sources of light or glare may affect your proposal?**

None known.

- d. **Proposed measures to reduce or control light and glare impacts, if any:**

None.

12. Recreation

- a. **What designated and informal recreational opportunities are in the immediate vicinity?**

The subject property is adjacent to Wellington Hills Golf Course.

- b. **Would the proposed project displace any existing recreational uses? If so, describe.**

The project would not displace any existing recreational uses.

- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

The project would provide passive recreational opportunities onsite by preserving over 3.4 acres of common open space in a separate tract (A).

13. Historic and Cultural Preservation

- a. **Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.**

None known.

- b. **Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.**

There are no landmarks or evidence of any significant historic, archaeological, scientific, or cultural resources known to be on or next to the site.

EXHIBIT	18
PAGE	12 OF 14

c. Proposed measures to reduce or control impacts, if any:

If any historic or cultural evidence was encountered during construction or installation of improvements, an archaeologist/historian would be engaged to investigate, evaluate and/or move or curate such resources as appropriate.

EXHIBIT <u>18</u>
PAGE <u>13</u> OF <u>14</u>

14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

Primary access to the development will be from two entrances onto 156th Avenue NE. Circulation within the development will be provided by a new looped public road system.

b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Transit is available on 156th Avenue NE.

c. How many parking spaces would the completed project have? How many would the project eliminate?

The completed project will provide at least two off-street parking spaces per residential unit. The proposed project will not eliminate any parking spaces.

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

Yes. The project proposes to construct new plat streets as permitted by City of Woodinville. The primary access to the site will be from 156th Avenue NE. The proposed road construction shall include a 28' paved street section with a 5-foot planting strip and 5-foot sidewalk.

e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

Approximately 584 vehicular trips per day with 61 new units and 5 replacement units (total of 66). Please see the Traffic Impact Analysis prepared by The Transpo Group, dated November, 2004, for more detailed information supplemented to this SEPA checklist.

g. Proposed measures to reduce or control transportation impacts, if any:

Please see the Traffic Impact Analysis prepared by The Transpo Group, dated November, 2004, for more detailed information supplemented to this SEPA checklist.

15. Public Services

- a. **Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.**

The completed project would result in a slight increase in need for police and fire protection, as well as emergency medical service. Also, a slight increase in school enrollment will result from this proposal.

- b. **Proposed measures to reduce or control direct impacts on public services, if any.**

The project will be designed and constructed with adequate water pressure, properly located fire hydrants and sanitary sewers which meet Woodinville Water District standards. Streets will be constructed as determined by the City Engineer to allow adequate access for fire protection and police vehicles.

16. Utilities

- a. **Indicate utilities currently available at the site:**

Electricity, Natural Gas, Water, Refuse Service, Telephone, Sanitary Sewer, Septic System, Other. All utilities will be extended to and through the site.

- b. **Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

Sanitary Sewer: Woodinville Water District
 Water: Woodinville Water District
 Electricity: Puget Sound Energy
 Natural Gas: Puget Sound Energy
 Telephone: Verizon
 Cable Service: AT&T

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: H. George Newman Date Prepared: November 4, 2004

H. George Newman, AICP
Principal
Triad Associates

EXHIBIT 18
PAGE 14 OF 14

MONTEVALLO

*Proposed Residential Subdivision
City of Woodinville*

EXHIBIT <u>19</u>
PAGE <u>1</u> OF <u>12</u>

Project Description & Rezone Analysis

City of Woodinville TRC File No.: TRC 03032

November 4, 2004

Triad Job No.: 03-248

Prepared by:

Triad Associates
H. George Newman, AICP, Principal
11814 115th Avenue NE
Kirkland, WA 98034

For:

Phoenix Development, Inc.
P.O. Box 3167
7127-196th Street SW
Lynnwood, WA 98046-3167

Montevallo Project Description

Rezone & Preliminary Plat Request

The applicant, Phoenix Development, Inc., is requesting a rezone of the subject 16.48 acre assemblage from the R-1 to the R-4 zone classification. The proposed rezone is being requested concurrently with a preliminary plat application for 66 detached, single-family lots.

Location

The subject property is located in the north portion of the City of Woodinville and within the Woodinville/King County designated Urban Growth Area (UGA). The initial 16.5 acre assemblage is south of the Wellington Hills Golf Course and immediately south of the King-Snohomish County boundary. The rectangular shaped property lies on the west side of the 156th Avenue NE, more generally in a portion of Section 2, Township 26N, Range 5E, W.M., in King County, Washington.

Subdivision Design and Density

The proposal is to subdivide 16.48 acres, based upon a rezone to R-4, into 66 detached, single-family lots that meet city standards. The minimum density required pursuant to 21.12.060 WMC is 35 lots while the maximum density allowed is 66 lots. The applicant is utilizing the option of transferring surplus density (19 lots) as permitted through 21.36 WMC, *Transfer of Density Credits*, from the Wood Trails site within the Woodinville UGA.

The subject property is currently zoned R-1, but within the City of Woodinville and the Urban Growth Area (UGA). The subject property is zoned *Low Density Residential*, not to exceed four dwelling units per acre on the Future Land Use Map. The R-4 zone is one of the implementing zones for the *Low Density Residential* designation. Surrounding areas are comparatively designated. Gross density will be 4.0 dwelling units per acre.

Site Utilities

The subdivision lots are proposed to be served with public water and sanitary sewer service by the Woodinville Water District. With the provision of sanitary sewers to this urban growth area project, the subject property is eligible for a rezone to R-4 to implement the *Low Density Residential* Designation of the comprehensive plan. Puget Sound Energy will be the provider of electrical service. Verizon will provide telephone service and AT&T will serve cable subscribers.

Vehicular Access and Circulation

The 66 proposed lots will take access from a new public road extension which will connect with the existing public road network. The existing city street proposed to serve the new connected road system is 156th Ave NE, a north-south collector.

Open Space Areas

A total of 3.99 acres of common open space is being provided which represents 20% of the area within the plat. Approximately 3.43 acres (or 21%) of that open space will be protected in perpetuity as Native Growth Protection Area (NGPA). Approximately .75 acres of the subject plat will be contained within Tract B for detention. An additional 2.1 acres will be utilized for public road right-of-way and private access tracts.

Storm Drainage

Most of the new storm water runoff from road and house impervious surfaces will be collected and directed to a single detention pond located within the west central area of the site (Tract B, 0.8 acres). A waiver from the standard drainage design will be required.

The proposed subdivision utilizes the density calculations prescribed by WMC 21.12.080. 66 lots would be allowed and 66 lots are proposed. The proposed subdivision meets the minimum density requirement of 35 lots as set forth in WMC 21.12.060.

Wood Trails Rezone Analysis

A. Rezone Review Criteria

General criteria for the review of rezone applications are established in 21.44.070 Woodinville Municipal Code (WMC)

21.44.070 Zone reclassification.

A zone reclassification shall be granted only if the applicant demonstrates that the proposal is consistent with the Comprehensive Plan and applicable functional plans and complies with the following criteria:

- (1) There is a demonstrated need for additional zoning as the type proposed.
- (2) The zone reclassification is consistent and compatible with uses and zoning of the surrounding properties.
- (3) The property is practically and physically suited for the uses allowed in the proposed zone reclassification. (Ord. 175 § 1, 1997).

Rezone proposals are also addressed by case law. The following general rules apply to rezone applications: (1) there is no presumption of validity favoring the action of rezoning; (2) the proponents of the rezone have the burden of proof in demonstrating that conditions have changed since the original zoning; and (3) the rezone must bear a substantial relationship to the public health, safety, morals, or welfare. [*Citizens v. Mount Vernon (Mount Vernon)*, 133 Wn.2d 861, 874-75, 947 P.2d 1208 (1997), citing *Parkridge v. Seattle*, 89 Wn.2d 454, 462, 573 P.2d 359 (1978)] *The courts have also held that a rezone which serves to implement the adopted comprehensive plan need not meet the "changed circumstances" portion of the Parkridge test. [emphasis added] [SORE v. Snohomish County*, 99 Wn.2d 363, 370-371, 662 P.2d 816 (1983); *Bjarnson v. Kitsap County*, 78 Wn. App. 840, 846, 899 P.2d 1290 (1995)]

Discussion: It will be clearly demonstrated that the R-4 zone classification is specified as an implementing zone of the land use designation on comprehensive plan and will serve to implement that adopted plan. Therefore the changed circumstance test is not applicable. There is clearly a demonstrated demand and need for market price single family housing in north King County and south Snohomish County. The rezone to R-4 provides a logical transition from the more intensive urban industrial land use to the west on the valley floor and lower density single family neighborhoods to the east. Extending urban services (particularly sanitary sewer and public water) to new development within the Urban Growth Areas is a fundamental objective of the Growth Management Act (GMA) which in turn is reflected in the City of Woodinville's GMA comprehensive plan. The property is practically and physically suited for the residential uses allowed in the proposed R-4 zone reclassification. A minimum 35 lots would be required and maximum 66 lots would be allowed.

B. Rezone Process

21.42.100 Hearing Examiner review – Zone reclassification, variances, special use permits and conditional use permits referred by the Planning Director.
Applications for zone reclassification, special use permits, variances and conditional use permits referred by the Planning Director shall be reviewed by the Hearing Examiner subject to the notice procedures set forth in Chapter 17.11 WMC and applicable criteria set forth in Chapter 21.44 WMC. (Ord. 175 § 1, 1997)

C. Residential Zone Analysis: Purpose & Intent

21.04.080 Residential zone.

(1) The purpose of the Urban Residential zones (R) are to implement Comprehensive Plan goals and policies for housing quality, diversity and affordability, and to efficiently use residential land, public services and energy. These purposes are accomplished by:

(a) Providing, in the low-density zones (R-1 through R-4), for predominantly single-family detached dwelling units. Other development types, such as duplexes and accessory units, are allowed under special circumstances. *Developments with densities less than R-4 are allowed only if adequate services cannot be provided [emphasis added];*

Discussion: Adequate urban services, sanitary sewers and public water can be provided. Therefore, densities less than R-4 are not allowed where the urban service of sanitary sewers can be provided.

(b) Providing, in the moderate density zones (R-5 through R-8), for a mix of predominantly single-family attached and detached dwelling units. Other development types, such as apartments, duplexes, and townhomes would be allowed so long as they contribute to Woodinville’s small town atmosphere as articulated in the vision statement found in the City’s Comprehensive Plan and conform to all applicable regulations;

(c) Providing, in the medium density zones (R-9 through R-18), for duplexes, multifamily apartments, and townhomes, at densities supportive of transit and providing a transition to lower density areas; and

(d) Providing, in the high-density zones (R-19 through R-48), for the highest residential densities, consisting of duplexes and multistory apartments. Developments have access to transit, pedestrian and nearby commercial facilities, and provide a transition to high intensity commercial uses.

(2) Use of this zone is appropriate in residential areas designated by the Comprehensive Plan as follows:

- (a) The R-1 zone on or adjacent to lands with area-wide environmental constraints, or in well-established subdivisions of the same density, which are served at the time of development by public or private facilities and services adequate to support planned densities;
- (b) The R-4 through R-8 zones on urban lands that are predominantly environmentally unconstrained and are *served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services [emphasis added]*; and
- (c) The R-12 through R-48 zones in appropriate areas of the City that are served at the time of development by adequate public sewers, water supply, roads and other needed public facilities and services. (Ord. 295 § 4, 2001; Ord. 242 § 1, 1999; Ord. 175 § 1, 1997).

Discussion: Adequate public sewers and public water can be provided. Therefore, the R-4 zone is an appropriate implementing zone if it meets the above criteria and when designated as an implementing zone by the adopted comprehensive plan.

D. Rezone & Preliminary Plat Consistency with Comprehensive Plan

The City of Woodinville Growth Management Act (GMA) Comprehensive Plan, first effective June, 1996.

21.01.010 Comprehensive Plan adopted.

The comprehensive land use plan entitled "The City of Woodinville Comprehensive Plan," dated June 1996 is on file with the office of the City Clerk for public inspection, and is hereby adopted as the GMA Comprehensive Plan for the City of Woodinville. (Ord. 157 § 3, 1996).

The City of Woodinville GMA Comprehensive Plan includes the Future Land Use Map (Figure 3-3). The subject property is designated *Low Density Residential*, not to exceed four dwelling units per acre on the Future Land Use Map. The R-4 zone is one of the implementing zones for the *Low Density Residential* designation. Areas to the south, west and east are comparatively designated. The area to the north is within Snohomish County and designated for residential and recreational uses.

The City of Woodinville GMA Comprehensive Plan includes ten elements: (1) GMA policies & guidelines, (2) land use, (3) housing, (4) human services, (5) economic development, (6) parks, recreation & open space, (7) community design, (8) transportation, (9) capital facilities and (10) utilities.

The rezone and preliminary plat proposal, complies with the following applicable Comprehensive Plan goals and policies.

GOAL LU-3 To attain a wide range of residential patterns, densities, and site designs consistent with Woodinville’s identified needs and preferences.

Land Use Policy LU-1.2 Encourage future development in areas:

1. With the capacity to absorb development (i.e., areas with vacant or underdeveloped land and available utility, street, park, and school capacity, or where such facilities can be cost effectively provided; and
2. Where adverse environmental impacts can be minimized; and where such development will enhance the area’s appearance or vitality.

Discussion: The subject property has topographic constraints, but clearly has buildable land which is underdeveloped. Adequate public sewers and public water can be provided. Therefore, the R-4 zone is an appropriate implementing zone. Environmental impacts will be minimized. Over 3.5 acres of common open space will be preserved.

Land Use Policy LU-1.3: Phase development and supporting municipal services together in an organized, cost-effective manner.

Discussion: The sanitary sewer will be extended from west to east in a cost efficient manner.

Land Use Policy LU-2.2: Connect residential, open space, and recreation areas by an appropriately planned network of streets, walkways, bicycle paths, and utility corridors.

Discussion: Connectivity has been carefully taken into consideration in the design of the site. The neighborhood will take access from the most suitable existing public street which serves the subject property. New public roads and sidewalks will allow internal circulation throughout the subdivision. A public trail is provided from the westerly portion of the site to connect the adjoining neighborhoods.

Land Use Policy LU-3.1: Encourage development that complements the existing residential development patterns in Woodinville’s neighborhoods.

Discussion: The property is practically and physically suited for the residential uses allowed in the proposed R-4 zone reclassification. A minimum of 35 lots would be required and a maximum of 66 lots would be allowed. 66 lots are proposed through a design with adequate open space and provisions to protect an existing wetland on site.

Land Use Policy LU-3.2: Preserve the existing natural environment in Woodinville's neighborhoods.

Discussion: Approximately 3.22 acres of common open space will be preserved in perpetuity as Native Growth Protection Area (NGPA).

Land Use Policy LU-3.3: Maintain each residential area as a safe, pleasant and enjoyable place to live.

Discussion: Based on connectivity to the existing road system, adequate emergency vehicle access has been provided.

Land Use Policy LU-3.4: Provide controls to minimize encroachment by incompatible land uses within and between zoning districts.

Discussion: The preservation of over 3.22 acres of NGPA area between the new residential development and the residential area to the west will minimize impacts.

Land Use Policy LU-3.6: Allow densities higher than one dwelling per acre only when adequate services and facilities are available to serve the proposed development.

Discussion: Woodinville Water District has provided sanitary sewer and public water availability certification to this property within the UGA and the District's boundaries.

Land Use Policy LU-3.7: Encourage medium and moderate density housing throughout the community where sufficient public facilities and services are available, where the land is capable of supporting such uses, and where compatible with adjacent land uses.

Discussion: Woodinville Water District has provided sanitary sewer and public water availability certification to this property within the UGA and the District's boundaries.

Land Use Policy LU-3.8: Permit a range of densities to encourage a variety of housing types that meet the housing needs of residents with a range of incomes.

Discussion: The lots are smaller than the suburban density lots on septic systems in the surrounding area. However, the 66 market-priced, detached single-family units will be constructed on lots that far exceed the minimum 2,500 square feet allowed per WMC 21.12.100.

Future Land Use Map

“Under the Growth Management Act, all zoning actions and development regulations must be consistent with the community’s adopted comprehensive plan.”

“The Future Land Use Map and its accompanying policies will also play a key role in land development and zoning decisions made by elected and appointed officials. All zoning decisions must be consistent with the Comprehensive Plan.”

The subject property is designated Low Density Residential on said plan.

“Low Density Residential

This designation has been applied to all areas currently developed with predominantly single-family detached dwellings. Other dwelling types will be allowed under certain circumstances, such as duplexes, single-family attached, or accessory dwellings. The permitted density for this designation will not exceed 4 dwelling units per acre.”¹

Discussion: Urban services, sanitary sewers and public water can be provided. Therefore, WMC 21.04.080 requires that densities less than R-4 are not allowed where the urban service of sanitary sewers can be provided.

Land Use Policy LU-5.6: Enhance and control water quality through control of runoff and best management practices as adopted by the City of Woodinville.

Discussion: Water quality has been incorporated into the drainage design. See Level 1 Downstream Analysis, dated November, 2004, prepared by Triad Associates. Discharge of these additional waters would be collected and routed through water quality facilities designed to meet City of Woodinville water quality standards which require design per the 1998 King County Surface Water Design Manual. Since site drainage is tributary to Little Bear Creek, a detention pond designed to Level 2 flow control standards along with water quality treatment from the Resource Stream Protection Menu is required. These standards have been developed to minimize potential surface and ground, water impacts.

Land Use Policy LU-5.11: Control grading and clearing to minimize erosion.

Discussion: Erosion control measures will be utilized during the construction phase to minimize potential erosion impacts. Temporary erosion and sedimentation control plans will be submitted to and approved by the City of Woodinville prior to any clearing or grading activity.

¹ City of Woodinville Comprehensive Plan, June 1996, Ch. 3, p.10. WMC 21.01.010, Ord. 157 § 3, 1996.

Land Use Policy LU-5.12: Maintain natural vegetation coverage at levels sufficient to moderate surface water runoff and to protect the integrity of stream channels. When revegetation is required, appropriate native vegetation should be used.

Discussion: The development area of the site is approximately 11.68 acres and consists of the area for roads, utilities, trails, buffer and lots. The area of the proposed preliminary plat is 16.48 acres in size. The subject application proposes to leave 3.22 acres of the site as Native Growth Protection Area (NGPA) within common open space Tract A.

Housing Policy H1.4: Define residential land use regulations to allow for development that will accommodate a range of incomes by providing for a range of housing types and cost. Regulations shall include provisions such as:

1. Requiring minimum urban densities for subdivisions to ensure full land use where urban services are provided.
4. Providing flexible subdivision standards subject to adopted criteria.

Discussion: Minimum urban densities (R-4) will be utilized in design. 66 market-priced, detached single-family units will be constructed on the subject plat. 19 lots have been transferred from the Wood Trails subdivision with residential density credits in accordance with Chapter 21.36 WMC. The subject property would be the Receiving Site pursuant to Chapter 21.36.040 WMC.

Housing Policy H1.6: Provide incentives for moderately priced housing ownership through minimum lot size requirements, and permitting townhome and condominium housing.

Discussion: The project will provide needed detached single-family housing in the north King County market.

Community Design Policy CD-2.3: Utilize trees and landscaping to mitigate environmental degradation and buffer surrounding land uses by impacted by residential, industrial and commercial activities.

Discussion: The preservation of over 3 acres of existing wetland and forested area between the new residential development and the surrounding residential area should minimize impacts.

Community Design Policy CD-3.1.2:

New development should reflect the characteristics of the site. All new development must protect sensitive areas as required by City code. In addition, site design and layout should reflect natural topography and vegetation, solar access and energy conservation, and circulation as specified in the Woodinville Zoning Code.

Discussion: Development of the site would change the visual character of the site for the nearest existing residences from that of rural developed land to that of a single-family residential development. A Geotechnical Engineering Report has been prepared by Earth Consultants Inc., dated September 22, 2004. It contains specific information in regard to existing conditions, groundwater, as well as general recommendations for site preparation, foundations, and other construction, is included as supplemental environmental information with this environmental checklist. The geotechnical report identifies surface and subsurface conditions and concludes that the site can accommodate the development as proposed with inclusion of some construction recommendations.

E. Rezone Application Prerequisites

The applicant has proceeded through the required Technical Review Committee (TRC) process as required by the City of Woodinville. For this land use application (concurrent preliminary plat, rezone request and environmental review), three levels of TRC were required. The TRC I was conducted on October 1, 2003, the TRC II was conducted on August 11, 2004 and the TRC III was conducted on November 3, 2004.

F. Rezone Conclusions

1. The requested R-4 zone, a zone specifically articulated by the City of Woodinville Comprehensive Plan as appropriate for areas designated *Low Density Residential*, complies with and will implement the *City of Woodinville Comprehensive Plan Future Land Use Map*.
2. The requested rezone to R-4 with the proposed subdivision into 66 detached, single family residential lots, is sufficiently consistent with specific applicable polices of said plan.
3. The PUD indicates sufficient electrical capacity to serve the proposed development.
4. In general, conformity of a rezone to the applicable comprehensive plan is tantamount to its "bear[ing] a substantial relationship to the public...welfare," since the comprehensive plan is the most direct expression of public policy in the topical area of land use.

5. The requested rezone meets the applicable approval tests and should be approved.
6. Adequate basic utility services are available and can be extended to the proposed subdivision. The Woodinville Water District has provided written notice of public water and sanitary sewer service availability to the development.

G. Preliminary Plat Conformance with Applicable Zoning Requirements

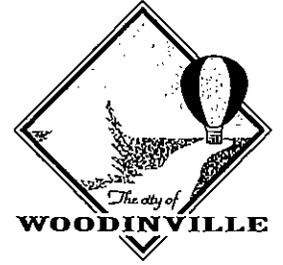
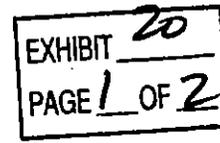
The proposed subdivision conforms to the applicable regulations of the City zoning code and other land use controls. In particular, the proposed lot sizes and overall density are specifically permitted under the zoning code with the approved rezone to R-4. Therefore, the application conforms to the criteria of RCW 58.17.100 and .195.

Under RCW 58.17.110, the city is required to determine if “appropriate provisions” are present in the subdivision application for a range of topical areas. The preponderance of the evidence shows that the proposed subdivision, as conditioned herein, makes appropriate provisions for those items enumerated within RCW 58.17.110(2)(a), and serves the public use and interest.

The content of adopted policies and regulations provides reasonable criteria by which to judge whether a proposed subdivision serves the public health, safety and welfare. The application as proposed meets the applicable review criteria. Therefore, it serves the public health, safety and welfare.

November 23, 2004

Loree Quade
Phoenix Development, Inc.
P.O. Box 3167
Lynnwood, WA 98046



*"Citizens, business and local government;
a community commitment to our future."*

RE: Application ZMA2004-094 Zoning Map Amendment for the Plat of Montevallo
Application PPA2004-093 Preliminary Plat for Montevallo
Application SEP2004-095 SEPA for the Plat of Montevallo

Dear Ms. Quade;

This letter is to inform you that The City of Woodinville received the above applications on November 8, 2004. Under WMC 17.09.030, the City must respond to your application within twenty-eight days of the date of submittal as to the completeness of the application.

The above applications have been deemed to be complete as of November 23, 2004. A complete application results in two actions. First, it vests that application against future land use amendments; that is the land use regulations in effect as of the date of vesting are those that are used to review your application unless otherwise stated. Any future change in regulations should not impact your application. Second, the determination of a complete application would normally begin a 120-day time period in which the City must take action (approving, approving with conditions or denying with cause) your applications. In this case, since an Environmental Impact Statement is in process for both the Wood Trails and the Montevallo plats, the 120-day approval period is stayed until completion of the appeal period following the Final Environmental Impact Statement. The City cannot not take any action on a plat when it is in environmental review.

The 120-day clock may also be stopped whenever additional information has been requested. The clock will remain stopped until the requested information has been received and reviewed as to its responsiveness.

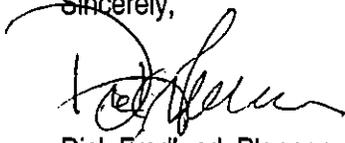
You will be contacted by Ms. Janet Groak, of the City Planning Department at the proper time regarding the posting of you proposed preliminary plat application. A Notice of Application (NOA) must be published in the paper, posted on site and mailed to any parties of record. There is a fourteen (14) day comment period from the date of publication/posting. Again, this is to occur after the completion of the EIS.

Upon completion of the EIS, the City Planning Department will review the proposed preliminary plat and zoning map amendment within existing regulations and write a staff report with recommendations to the City Hearing Examiner. A hearing date, time and location will be established and a notice will be published in the local paper, sent to property owners within 500 feet of the subject property and to all parties of record. Upon completion of this time period, and on the established date and scheduled time, the Hearing Examiner will hold a public hearing. You and/or your representative as well as any expert witness testimony you may wish will be expected

to present your case to the Examiner. The Examiner will make a decision as to the reasonableness of your applications within ten working days of the date of hearing.

EXHIBIT <u>20</u>
PAGE <u>2</u> OF <u>2</u>

Sincerely,

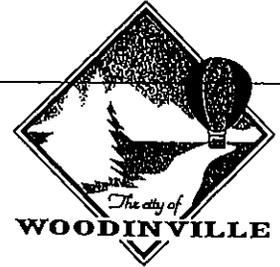


Dick Fredlund, Planner
Woodinville Planning Department

cc: George Newman, Principal
Triad Associates, Inc.

CITY OF WOODINVILLE
17301 133rd Avenue NE
WOODINVILLE, WA. 98072
NOTICE OF APPLICATION
PROJECT: Montevallo

EXHIBIT 21
PAGE 1 OF 1



"Citizens, business and local government;
a community commitment to our future."

File Number: PPA2004-093/ZMA2004-094
Applicant / Contact: Phoenix Development, Inc./Loree Quade
Date of Application: November 8, 2004
Date of Completion of Application: November 23, 2004
Proposal Location: South of NE 205th Street and West of 156th Avenue NE, Woodinville, King County, Washington
Parcel Number(s): 8078700010, 8078700020, 8078700030, 8078700040 and 8078700050
Proposed Project Action: Proposed subdivision of 16.5 acres into 66 Single Family lots (concurrent with a proposed zoning map amendment from R1- to R4).
Project Permits and / or Studies requested under RCW36.70B.070: N/A
Other Permits: SEP2004-095
Threshold Determination: Determination of Significance, October 11, 2004
(if complete at time of issuance of NOA)
Determination of Consistency: To be determined
Hearing Date & Time (if applicable): To be determined
Hearing Location: Council Chambers, City of Woodinville

Copies of all application documents and/or environmental studies that evaluate the proposed project are available for review at City Hall.

This notice of application is issued under Woodinville Municipal Code Chapter 17.11.010; the City will not act on this proposal for 14 days following the date of notice of application. During this period, any interested party may submit written comments and/or appeal procedures. All interested parties are encouraged to participate in any hearings and may request a copy of the decision.

If you have any questions, please contact Dick Fredlund at (425) 489-2757 ext. 2247.

Date of the Notice of Application: December 20, 2004
RESPONSIBLE OFFICIAL: Ray Sturtz
POSITION/TITLE: Planning Director
ADDRESS: 17301 133rd Avenue NE
Woodinville, WA 98072

SIGNATURE:

DATE: December 20, 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT
17301 133rd AVENUE NE
WOODINVILLE, WA 98072
(425) 489-2757



NOTICE OF APPLICATION
Montevallo

File Number: PPA2004-093/ZMA2004-094
Applicant/Contact: Phoenix Development, Inc./Loree Quade
Date of Application: November 8, 2004
Date of Completion of Application: November 23, 2004
Proposal Location: South of NE 205th Street and West of 156th Avenue NE, Woodinville, King County, Washington
Parcel Numbers: 8078700010, 8078700020, 8078700030, 8078700040, 8078700050
Proposed Project Action: Proposed subdivision of 16.5 acres into 66 Single Family lots (concurrent with a proposed zoning map amendment from R1 to R4).
Project Permits and/or Studies requested under RCW36.70B.070:
N/A
Other Permits: SEP2004-095
Threshold Determination: Determination of Significance, October 11, 2004 (if complete at time of issuance of notice of application)
Determination of Consistency: To be determined
Hearing Date & Time: (if applicable): To be determined
Hearing Location: City of Woodinville Council Chambers
Date of the Notice of Application: December 20, 2004
Copies of all application documents and/or environmental studies that evaluate the proposed project are available for review at City Hall. This notice of application is issued under Woodinville Municipal Code Chapter 17.11.010; the City will not act on this proposal for 14 days following the date of notice of application. During this period, any interested party may submit written comments and/or appeal procedures. All parties interested are encouraged to participate in any hearings and may request a copy of the decision. If you have any questions, please contact Dick Fredlund at (425)489-2757 ext. 2247.
Responsible Official: Ray Sturtz, Director of Planning and Community Development

Published December 20th, 2004

EXHIBIT 22
PAGE 1 OF 1

WOODINVILLE
WEEKLY

NW 2-26-5
SCALE 1" = 100'

ENTIRE MAP
CITY OF WOODINVILLE

SNOHOMISH COUNTY
SW 35-27-5

KING COUNTY ASSESSOR

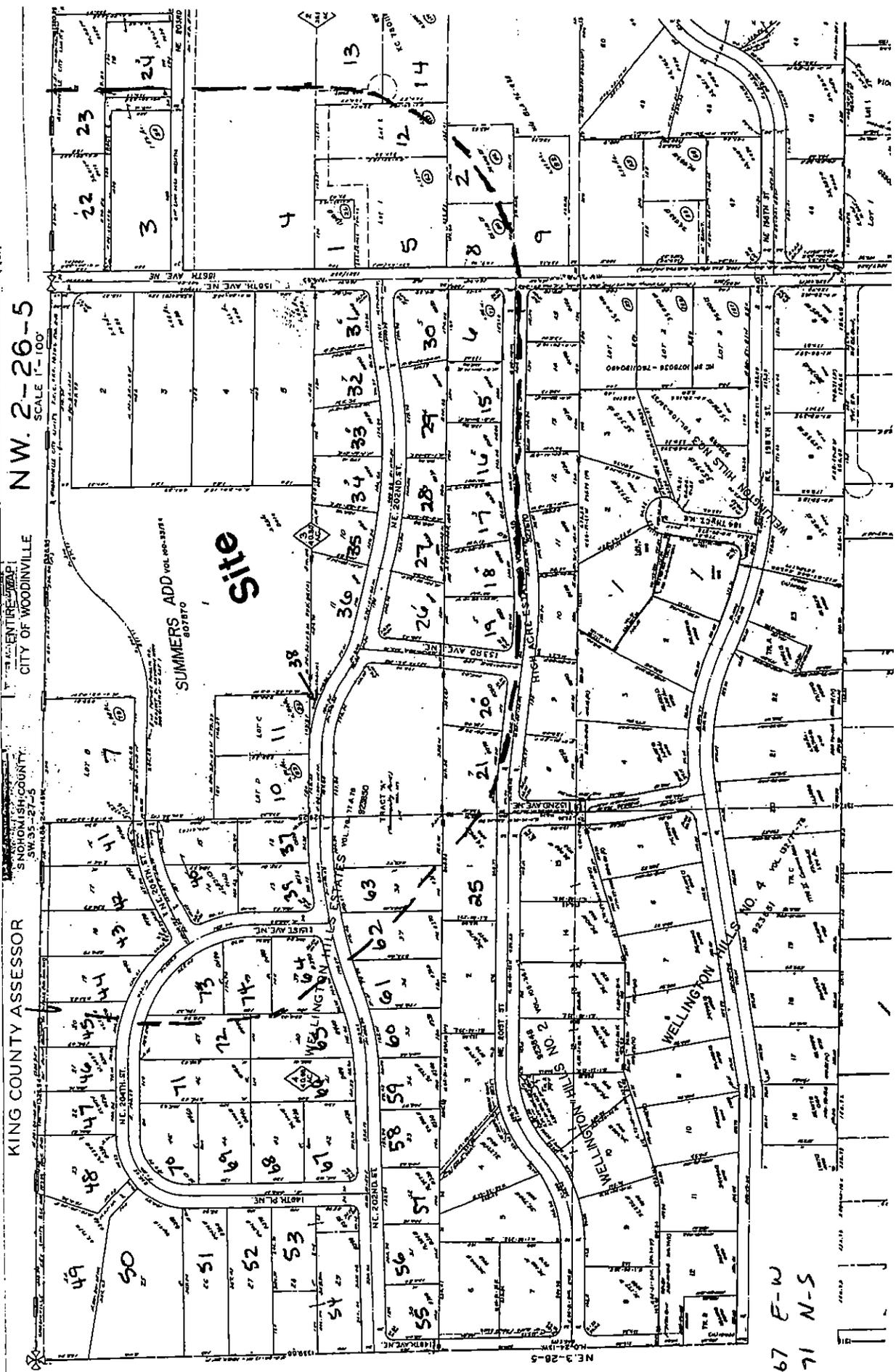


EXHIBIT	23
PAGE	1 OF 5

Scale:

1" = 267 F-W
1" = 271 N-S

EXHIBIT 23
PAGE 2 OF 5
2

TEXACO REFINING NAD MARKETING
10 Universal City Plz
Universal City, CA 91608-1009
022605 9026

1

Nancy R & Alan A Strand
20102 156th Ave NE
Woodinville, WA 98072-7009
022605 9052

Shao Liang Lu
20338 156th Ave NE
Woodinville, WA 98072-7003
022605 9058

3

Water Dist Woodinville
PO Box 1390
Woodinville, WA 98072-1390
022605 9059

4

Harold Kent
20200 156th Ave NE
Woodinville, WA 98072-7052
022605 9063

Harold Kent
20200 156th Ave NE
Woodinville, WA 98072-7052
022605 9063

5

5

William L Gustafson
15376 NE 201st St
Woodinville, WA 98072-8487
022605 9077

6

Michael G & Gail M Odenius
15132 NE 204th St
Woodinville, WA 98072-8461
022605 9079

THE ROGER W HAINING DDS & LOIS
20102 156th Ave NE
Woodinville, WA 98072-7033
022605 9080

7

8

Peter Rothschild
20002 156th Ave NE
Woodinville, WA 98072-7002
022605 9082

9

Kenneth L & Lisa N Toscano
15206 NE 202nd St
Woodinville, WA 98072-6490
022605 9083

Stewart & Cheryl Kirchmeier
15220 NE 202nd St
Woodinville, WA 98072-6490
022605 9092

10

11

Harold Kent
20200 156th Ave NE
Woodinville, WA 98072-7052
022605 9127

12

BAIRD LUCILLE B
15638 NE 202nd ST
Woodinville, WA 98072
022605 9128

Janice L Culpepper
15641 NE 202nd St
Woodinville, WA 98072-7035
022605 9129

13

14

Bradley R & Laurie K Niemeyer
15360 NE 201st St
Woodinville, WA 98072-8487
327670 0010

15

Alan F Weeks
15344 NE 201st St
Woodinville, WA 98072-8487
327670 0020

Jonathan Q & Christine L Hauck
15330 NE 201st St
Woodinville, WA 98072-8487
327670 0030

16

17

Mary Jane Bailey
15316 NE 201st St
Woodinville, WA 98072-8487
327670 0040

18

Robert F Trenner
15304 NE 201st St
Woodinville, WA 98072-8487
327670 0050

Harold J Larsen
20105 153rd Ave NE
Woodinville, WA 98072-8407
327670 0060

19

20

Thomas A Merz
15208 NE 201st St
Woodinville, WA 98072-8448
327670 0070

21

Donna L Frisk
20340 156th Ave NE
Woodinville, WA 98072-7003
923843 0010

WILKINS LLC
15714 NE 203rd Pl
Woodinville, WA 98072
923843 0020

22

23

Donald T & Lois H Marshall
15720 NE 203rd Pl
Woodinville, WA 98072-7021
923843 0030

24

Kenneth J Moriyama
15120 NE 201st St
Woodinville, WA 98072-6467
923848 0010

James M Morrissey
15307 NE 202nd St
Woodinville, WA 98072-8420
923850 0010

25

26

Kevin W Shimasaki
15323 NE 202nd St
Woodinville, WA 98072-8420
923850 0020

27

Marion B Mays
15335 NE 202nd St
Woodinville, WA 98072-8420
923850 0030

James R Pottebaum
15351 NE 202nd St
Woodinville, WA 98072-8420
923850 0040

28

29





Malcolm & Linda Takiar Jenkins
19338 NE 200th St
Woodinville, WA 98077-8802
923850 0050

30

Milton & Frances Warman
15374 NE 202nd St
Woodinville, WA 98072-8420
923850 0060

EXHIBIT 23
PAGE 3 OF 5

31

Robert E & Susan S Slocum
19818 10th Dr SE
Bothell, WA 98012-7701
923850 0070

32

John H & Pamela J Waltner
15350 NE 202nd St
Woodinville, WA 98072-8420
923850 0080

33

G A Baldwin
15338 NE 202nd St
Woodinville, WA 98072-8420
923850 0090

34

Jeffrey Bosely
15324 NE 202nd St
Woodinville, WA 98072-8420
923850 0100

35

POOLE BARBARA A & POOLE
BARBAR
PO Box 4237
South Colby, WA 98384-0237
923850 0110

36

Stewart & Cheryl Kirchmeier
15220 NE 202nd St
Woodinville, WA 98072-6490
923850 0112

38

THE HASSE
15116 NE 202nd St
Woodinville, WA 98072-6451
923850 0120

37

Patrick M & Evelyn Champagne Moriarty
15104 NE 202nd St
Woodinville, WA 98072-6451
923850 0130

39

Brad & Sherry Stoll
20222 151st Ave NE
Woodinville, WA 98072-8408
923850 0140

40

Teri A Derr
15122 NE 204th St
Woodinville, WA 98072
923850 0160

41

Matthew I & Margaret H Philip
15110 NE 204th St
Woodinville, WA 98072-8461
923850 0170

42

~~DAVID LEWIS~~
~~Scott A & Maria S Kovacevich~~
15100 NE 204th St
Woodinville, WA 98072-8461
923850 0180

43

Anthony J Diamond
14950 NE 204th St
Woodinville, WA 98072-6450
923850 0190

44

Donald A & Linda M Pahl
14940 NE 204th St
Woodinville, WA 98072-6450
923850 0200

45

Paul D & Mary W Dever
14206 NE 181st Pl #L101
Woodinville, WA 98072-8573
923850 0210

46

Nancy Dee Bacon
14918 NE 204th St
Woodinville, WA 98072
923850 0220

47

Michael A & Michelle L Ogrady
14906 NE 204th St
Woodinville, WA 98072-6450
923850 0230

48

L W Kuebler
20255 149th Pl NE
Woodinville, WA 98072-8460
923850 0240

49

C W Bower
20249 149th Pl NE
Woodinville, WA 98072-8460
923850 0250

50

Mark K & Angelique H Tatham
10226 NE 197th St
Bothell, WA 98011-2452
923850 0260

51

Allan T Swanson
20227 149th Pl NE
Woodinville, WA 98072-8460
923850 0270

52

SEA HORN CONSTRUCTION CO.
11320 NE 88th St
Kirkland, WA 98033-5742
923850 0280

53

W F Barnes
14816 NE 202nd St
Woodinville, WA 98072-8462
923850 0290

54

Eric & Mardy J Lippke
14805 NE 202nd St
Woodinville, WA 98072-8462
923850 0300

55

Muriel E Orr-Ryan
14821 NE 202nd St
Woodinville, WA 98072-8462
923850 0310

56

James E Bressani
14835 NE 202nd St
Woodinville, WA 98072-8462
923850 0320

57

Kate B Fraley
14909 NE 202nd St
Woodinville, WA 98072-6488
923850 0330

58

Gary S & Merrington Paula Van Breda
5421 S 233rd St
Kent, WA 98032-2815
923850 0340

59



Robert G Ormiston
14937 NE 202nd St
Woodinville, WA 98072-6488
923850 0350

60

R Harmon
14949 NE 202nd St
Woodinville, WA 98072
923850 0360

EXHIBIT 23
PAGE 4 OF 5

61

Ronald F Olsen
14959 NE 202nd St
Woodinville, WA 98072-6489
923850 0370

62

Leonard P & Sharon L Clemeson
15103 NE 202nd St
Woodinville, WA 98072-6451
923850 0380

63

Jack E Riggs
14953 NE 202nd St
Woodinville, WA 98072-6489
923850 0390

64

Anthony M & Natalie J Pierre
14936 NE 202nd St
Woodinville, WA 98072-6488
923850 0400

65

Craig R Collins
14926 NE 202nd St
Woodinville, WA 98072-6488
923850 0410

66

James L & Wendy K Avery
14906 NE 202nd St
Woodinville, WA 98072-6488
923850 0420

67

Robert S & Sarah R Jacobs
20220 149th Pl NE
Woodinville, WA 98072-8460
923850 0430

68

Jarrett C & Erin E Renshaw
20230 149th Pl NE
Woodinville, WA 98072-8460
923850 0440

69

Reiny Falkenberg
20246 149th Pl NE
Woodinville, WA 98072-8460
923850 0450

70

Michele Roissier
14927 NE 204th St
Woodinville, WA 98072-6450
923850 0460

71

David B & Cheryl A Pleter
14937 NE 204th St
Woodinville, WA 98072-6450
923850 0470

72

Norman R & Kathleen A Vitue
14951 NE 204th St
Woodinville, WA 98072-6450
923850 0480

73

Robert M & Marie A Day
20219 151st Ave NE
Woodinville, WA 98072-8408
923850 0490

74



Karla P Miller
23502 Edmonds Way #B204
Edmonds, WA 98026-8674
27 0535 003 004 00

1

Todd R & Susan E Huso
24330 75th Ave SE
Woodinville, WA 98072
27 0535 003 007 00

EXHIBIT 23
PAGE 5 OF 5

Ruben & Donna M Lopez
24310-7 SE Ave
Woodinville, WA 98072
27 0535 003 008 00

3

Wallace Holstad
24218 75th Ave SE
Woodinville, WA 98072-9752
27 0535 003 009 00

4

Wallace & Kristen Holstad
24218 75th Ave SE
Woodinville, WA 98072-9752
27 0535 003 010 00

5

Karla P Miller
23502 Edmonds Way #B204
Edmonds, WA 98026-8674
27 0535 003 011 00

6

Richard D Hanika
24320 75th Ave SE
Woodinville, WA 98072-9750
27 0535 003 012 00

7

Thomas J Walgamott
24302 75th Ave SE
Woodinville, WA 98072-9750
27 0535 003 015 00

8

Mark J Roth
24210 75th Ave SE
Woodinville, WA 98072
27 0535 003 018 00

9

Of Regents University Of Wa Board
418 Skinner Bldg 5th Ave
Seattle, WA 98101
27 0535 003 022 00

10

Thomas Patrick Hanni
24223 75th Ave SE
Woodinville, WA 98072-9752
27 0535 004 019 00

11

David Velasquez
24215 75th Ave SE
Woodinville, WA 98072-9752
27 0535 004 020 00

12

Darran S Littlefield
23527 82nd Ave SE
Woodinville, WA 98072-9565
27 0535 004 021 00

13

Patrick J & Kristen E Perkins
24209 75th Ave SE
Woodinville, WA 98072-9752
27 0535 004 035 00

14

Mailed
No A + DS Notice
12/17/04

14



EXHIBIT 24
PAGE 1 OF 2

file

STATE OF WASHINGTON

DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT
128 - 10th Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

January 18, 2006

Ray Sturtz
Community Development Director
City of Woodinville Community Development
17301 - 133rd Avenue Northeast
Woodinville, Washington 98072-8563

RECEIVED

JAN 20 2006

City of Woodinville

Dear Mr. Sturtz:

Thank you for sending the Washington State Department of Community, Trade and Economic Development (CTED) the following materials as required under RCW 36.70A.106. Please keep this letter as documentation that you have met this procedural requirement.

City of Woodinville - Proposed rezone of 55 acres of land from R-1 to R-4 for Wood Trails and Montevallo Subdivisions (Phoenix Development). These materials were received on 01/18/2006 and processed with the Material ID # 10015.

We have forwarded a copy of this notice to other state agencies. If this is a draft amendment, adopted amendments should be sent to CTED within ten days of adoption and to any other state agencies who commented on the draft.

If you have any questions, please call me at 360 725-3064.

Sincerely,

Linda Weyl
for

Anne Fritzel
Growth Management Planner
Growth Management Services

Enclosure

STATE AGENCIES REVIEWING DEV REGS
Revised August 9, 2005

EXHIBIT 24
PAGE 2 OF 2

Cities and counties need to send their development regulations to the agencies' representatives, as listed below, at least 60 days ahead of adoption. Adopted development regulations should be sent to Washington State Department of Community, Trade and Economic Development (CTED) immediately upon publication, as well as to any state agencies that commented on the draft regulation. A jurisdiction does *not* need to send its regulation to the agencies which have been called ahead and that have indicated the local plan will not be reviewed. The jurisdiction should keep a record of this contact with state agencies and the state agencies response.

Elizabeth McNagny
Department of Social and Health Services
Post Office Box 45848
Olympia, Washington 98504-5848
(360) 902-8164 Fax: 902-7889
Email: mcnagec@dshs.wa.gov

SEPA/GMA Coordinator
Department of Ecology
Post Office Box 47600
Olympia, Washington 98504-7600
(360) 407-6960 Fax: (360) 407-6904
Email: gmacoordination@ecy.wa.gov

Steve Penland
Department of Fish and Wildlife
Post Office Box 43155
Olympia, Washington 98504-3155
(360) 902-2598 Fax: (360) 902-2946
Email: penlastp@dfw.wa.gov

Harriet Beale
Puget Sound Water Quality Action Team
Post Office Box 40900
Olympia, Washington 98504-0900
(360) 725-5442 Fax: (360) 407-7333
Email: hbeale@psat.wa.gov

Review Team
Department of Community, Trade and
Economic Development
Growth Management Services
Post Office Box 42525
Olympia, Washington 98504-2525
(360) 725-3000 Fax: (360) 753-2950
Email: reviewteam@cted.wa.gov

Bill Wiebe
Department of Transportation
Post Office Box 47300
Olympia, Washington 98504-7370
(360) 705-7965 Fax: 705-6813
Email: wiebeb@wsdot.wa.gov

Anne Sharar
Department of Natural Resources
Post Office Box 47001
Olympia, Washington 98504-7001
(360) 902-1739 Fax: (360) 902-1776
Email: anne.sharar@wadnr.gov

Rebecca Barney
Department of Corrections
Post Office Box 41112
Olympia, Washington 98504-1112
(360) 753-3973 Fax: (360) 586-8723
Email: rmbarney@doc1.wa.gov

John Aden
Department of Health
Division of Drinking Water
Post Office Box 47822
Olympia, Washington 98504-7822
(360) 236-3157 Fax: (360) 236-2252
Email: John.Aden@doh.wa.gov

RECEIVED

NOV 8 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT
Received Stamp

City of Woodinville
Department of Planning & Community
Development

GENERAL APPLICATION FORM

EXHIBIT 25
PAGE 1 OF 5

File #	<i>September-04</i>
Appl. Type	<i>SEP</i>
TRC III Date	
Fee Paid	
Date Rec'd	<i>11-8-04</i>

GENERAL INFORMATION:

Name of Development/Project: Montevallo

Applicant Name: Phoenix Development, Inc. (Contact: Loree Quade)

Applicant Address: P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167

Phone Number: (425) 775-8663 x 106

Description of Proposed Action:

Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

OTHER PERMITTING INFORMATION:

Are you applying for a consolidated permit review? YES NO
(Consolidated Permit Reviews require all applications be submitted concurrently.)

If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

Location of Subject Property: South of NE 205th St and west of 156th Ave NE.

Legal Description: See Attached

Tax Parcel Number: See Attached	¼ Sec.: NW	Sec.: 02	Twn.: 26	Range: 05
Size (ac/sq ft): 16.5 acres /	Comp. Plan Designation: Low-Density Res			Zone: R-1

Current Use: Single-family and outbuildings

Are there Sensitive Areas on Property? Yes (wetland)

AUTHORIZATION TO FILE:

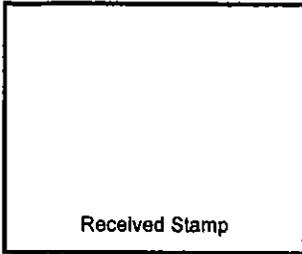
SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name James L. Jussel	Name Patrice E. Jussel
Signature <i>James L. Jussel</i>	Signature <i>Patrice E. Jussel</i>
Tax No. or Lot & Subdivision 8078700010	Tax No. or Lot & Subdivision: 8078700010
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.

Signature: *Jessie McP...* Date *11-5-04*



**City of Woodinville
Department of Planning & Community
Development**

GENERAL APPLICATION FORM

EXHIBIT 25
PAGE 2 OF 5

File #	
Appl. Type	
TRC III Date	
Fee Paid	
Date Rec'd	

GENERAL INFORMATION:

Name of Development/Project: Montevallo
Applicant Name: Phoenix Development, Inc. (Contact: Loree Quade)
Applicant Address: P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167
Phone Number: (425) 775-8663 x 106
Description of Proposed Action: Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

OTHER PERMITTING INFORMATION:

Are you applying for a consolidated permit review? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>(Consolidated Permit Reviews require all applications be submitted concurrently.)</i>
If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

Location of Subject Property: South of NE 205th St and west of 156th Ave NE.				
Legal Description: See Attached				
Tax Parcel Number: See Attached	¼ Sec.: NW	Sec.: 02	Twn.: 26	Range: 05
Size (ac/sq ft): 16.5 acres /	Comp. Plan Designation: Low-Density Res		Zone: R-1	
Current Use: Single-family and outbuildings				
Are there Sensitive Areas on Property? Yes (wetland)				

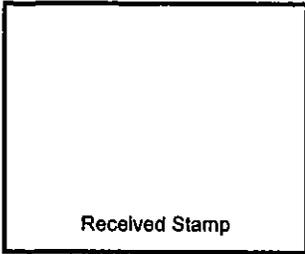
AUTHORIZATION TO FILE:

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name Paul B. Marzolf	Name Michaelina R. Marzolf
Signature	Signature
Tax No. or Lot & Subdivision 8078700020	Tax No. or Lot & Subdivision: 8078700020
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.	
Signature:	Date 11-05-04



**City of Woodinville
Department of Planning & Community
Development**

GENERAL APPLICATION FORM

EXHIBIT 25
PAGE 3 OF 5

File #	
Appl. Type	
TRC III Date	
Fee Paid	
Date Rec'd	

GENERAL INFORMATION:

Name of Development/Project: Montevallo
Applicant Name: Phoenix Development, Inc. (Contact: Loree Quade)
Applicant Address: P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167
Phone Number: (425) 775-8663 x 106
Description of Proposed Action: Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

OTHER PERMITTING INFORMATION:

Are you applying for a consolidated permit review? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <i>(Consolidated Permit Reviews require all applications be submitted concurrently.)</i>
If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

Location of Subject Property: South of NE 205th St and west of 156th Ave NE.				
Legal Description: See Attached				
Tax Parcel Number: See Attached	¼ Sec.: NW	Sec.: 02	Twn.: 26	Range: 05
Size (ac/sq ft): 16.5 acres /	Comp. Plan Designation: Low-Density Res		Zone: R-1	
Current Use: Single-family and outbuildings				
Are there Sensitive Areas on Property? Yes (wetland)				

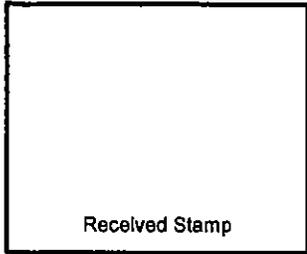
AUTHORIZATION TO FILE:

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name John T. Halverson	Name Jocelyn S. Halverson
Signature	Signature
Tax No. of Lot & Subdivision 8078700030	Tax No. of Lot & Subdivision: 8078700030
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.	
Signature:	Date 11-05-04



**City of Woodinville
Department of Planning & Community
Development**

GENERAL APPLICATION FORM

File #	
Appl. Type	
TRC III Date	
Fee Paid	
Date Rec'd	

EXHIBIT 25
PAGE 4 OF 5

GENERAL INFORMATION:

Name of Development/Project: Montevallo
Applicant Name: Phoenix Development, Inc. (Contact: Loree Quade)
Applicant Address: P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167
Phone Number: (425) 775-8663 x 106
Description of Proposed Action: Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

OTHER PERMITTING INFORMATION:

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PROPERTY INFORMATION:

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Legal Description: See Attached				
Tax Parcel Number: See Attached	¼ Sec.: NW	Sec.: 02	Twn.: 26	Range: 05
Size (ac/sq ft): 16.5 acres /	Comp. Plan Designation: Low-Density Res		Zone: R-1	
Current Use: Single-family and outbuildings				
Are there Sensitive Areas on Property? Yes (wetland)				

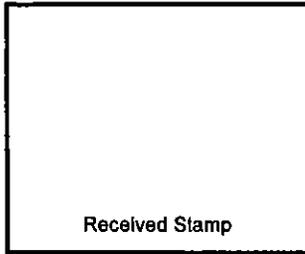
AUTHORIZATION TO FILE:

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name Su Woon L. Rodriguez	Name
Signature <i>Su Woon L. Rodriguez</i>	Signature
Tax No. or Lot & Subdivision 8078700040	Tax No. or Lot & Subdivision:
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.	
Signature: <i>Jessie M. [unclear]</i>	Date: <i>11-5-04</i>



**City of Woodinville
Department of Planning & Community
Development**

GENERAL APPLICATION FORM

File #	
Appl. Type	
TRC III Date	
Fee Paid	
Date Rec'd	

EXHIBIT 25
PAGE 5 OF 5

GENERAL INFORMATION:

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Applicant Name: Phoenix Development, Inc. (Contact: Loree Quade)
Applicant Address: P.O. Box 3167 - 7127 - 196th Street SW, Lynnwood, WA 98046-3167
Phone Number: (425) 775-8663 x106
Description of Proposed Action: Proposing 66-lot preliminary plat with concurrent rezone from R-1 to R-4, including SEPA review.

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If yes, what other permits/applications are you submitting at this time? Prelim Plat, Zoning Map Amd, SEPA Review

PROPERTY INFORMATION:

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Size (ac/sq ft): 16.5 acres /	Comp. Plan Designation: Low-Density Res			Zone: R-1
Current Use: Single-family and outbuildings				
Are there Sensitive Areas on Property? Yes (wetland)				

AUTHORIZATION TO FILE:

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

Name Edward C. Litzenberger	Name Carolyn J. Litzenberger
Signature	Signature
Tax No. or Lot & Subdivision 8078700050	Tax No. or Lot & Subdivision: 8078700050
<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.	
Signature:	Date 11-5-04

Purpose of Checklist: The State Environmental Policy Act (SEPA), Chapter 43.21C RCW, requires all governmental agencies to consider the environmental impacts of a proposal before making decisions. An environmental impact statement (EIS) must be prepared for all proposals with probable significant adverse impacts on the environment. The purpose of this checklist is to provide information to help King County's Responsible Official and any other agencies with jurisdiction to identify impacts from a proposal (and to reduce or avoid impacts from the proposal, if it can be done), and to help King County decide whether an EIS is required.

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A. BACKGROUND

1. Name of proposed project, if applicable:

Montevallo

2. Name of proponent:

Phoenix Development, Inc.

3. Address and phone number of proponent and contact person:

Proponent: Phoenix Development, Inc.
Contact: Loree Quade
P.O. Box 3197
7127 - 196th Street SW
Lynnwood, WA 98046-3167
(425) 775-8663 ext.106

Contact Person: George Newman, Principal
Triad Associates
11814 115th Avenue NE
Kirkland, WA 98034
(425) 821-8448

4. Date checklist prepared:

November 4, 2004

5. Agency requesting checklist:

City of Woodinville

6. Proposed timing or schedule (including phasing, if applicable):

The proponent will begin construction upon receiving all necessary approvals and permits. It is anticipated that the proposed project will be constructed beginning in Spring, 2005.

7. Do you have any plans for future additions, expansions, or further activity related to or connected with this proposal? If yes, please explain.

Yes. Sanitary sewer extended through the subject property, which could serve other areas within the Urban Growth Area (UGA).

8. Environmental information that has been prepared, or will be prepared, directly related to this proposal.

An environmental assessment will be made based on the review of this SEPA Checklist. Supplemental to this SEPA Checklist are the following technical studies with specific technical information including:

- Level 1 Downstream Analysis, November, 2004 –Triad Associates
- Preliminary Technical Information Report, November, 2004 –Triad Associates
- Geotechnical Engineering Study, September 22, 2004 – Earth Consultants, Inc.
- Montevallo Traffic Study, November, 2004 – The Transpo Group
- Montevallo Wetland Reconnaissance, November, 2004 – B-twelve Associates, Inc.

Each of the above documents are hereby incorporated by reference into this Checklist.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by this proposal?

Utility extension and construction approvals are pending from the Woodinville Water District for public water and sanitary sewer.

10. List any governmental approvals or permits that will be needed for your proposal, if known.

The following approvals/permits will likely be needed for this proposal:

- | | |
|---|-------------------------------|
| • Rezone & Preliminary Plat Approval..... | City of Woodinville |
| • SEPA Threshold Determination..... | City of Woodinville |
| • Clearing and Grading Permits | City of Woodinville |
| • Forest Practice Permit..... | State Dept. Natural Resources |
| • Road and Storm Drainage Approval..... | City of Woodinville |
| • Water Extension Approval..... | Woodinville Water District |
| • Sanitary Sewer Extension Approval | Woodinville Water District |
| • Building Permits..... | City of Woodinville |
| • NPDES Permit..... | State Dept. of Ecology |

11. Description of the proposal including the proposed uses and the size of the project and site.

Proposal

The total property assemblage is 16.48 acres. The proposal is to subdivide the property based upon a rezone to R-4. The minimum density required pursuant to 21.12.060 WMC is 35 lots while the maximum density allowed is 66 lots. The applicant has utilized the option of transferring surplus density (19 lots) as permitted through Chapter 21.36 WMC (Transfer of Density Credits) from the Wood Trails site within the Woodinville UGA.

Zoning/Density

Property is currently zoned R-1. The subject property is within the City's Urban Growth Area (UGA) and designated *Low Density Residential*, not to exceed four dwelling units per acre on the Future Land Use Map. The R-4 zone is one of the implementing zones for the *Low Density Residential* designation. Areas to the south, west and east are comparatively designated with residential development. The area to the north contains

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residential and abuts a golf course (Wellington Hills Golf Course). Gross density will be 4.0 dwelling units per acre.

Site Utilities

All lots will utilize sanitary sewers and public water provided by Woodinville Water District. Puget Sound Energy will be the primary provider for electrical service. Verizon will provide telephone service and AT&T will serve cable subscribers.

Vehicular Access and Circulation

The 66 proposed lots will take access from a new looped public road system which will connect with 156th Ave NE at two points.

Site Clearing and Grading

The proposal will require clearing and grading for roads, utilities, and individual lot development.

Proposed Treatment of Steep Slopes

There are no steep slopes on site.

Open Space Areas

Approximately 3.4 acres of common open space is being provided which represents 20% of the area within the plat and will be protected in perpetuity as Native Growth Protection Area (NGPA) within Tract A. Approximately 0.8 acres of the subject plat will be contained within the Tract B for detention. An additional approximate 2.2 acres will be utilized for public road right-of-way and private access tracts.

Storm Drainage

Most of the new storm water runoff from road and house impervious surfaces will be collected and directed to a single detention pond located within the west central area of the site (Tract B).

12. **Location of the proposal. Provide a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if available.**

The subject property is located in the north portion of the City of Woodinville and the Woodinville Urban Growth Area (UGA). The 16.5 acre assemblage is south of the Wellington Hills Golf Course and immediately south of the King-Snohomish County boundary. The rectangular shaped property lies on the west side of the 156th Avenue NE and is accessed from 156th Avenue NE. The property lies in a portion of Section 2, Township 26N, Range 5E, W.M., in King County, Washington

Refer to the preliminary plat map for the legal description and vicinity map.

B. ENVIRONMENTAL ELEMENTS

1. Earth

- a. **General description of the site (circle one):** rolling, hilly, steep slopes, mountainous.

The proposed residential development will occupy approximately 12 acres of the total site with the remainder being in common open space tracts as Native Growth Protection Area.

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b. What is the steepest slope on the site (approximate percent slope)?

Generally, the site is level with gradual slopes from east to west ranging from 2-12%.

c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any prime farmland.

A Geotechnical Engineering Report has been prepared by Earth Consultants Inc., dated September 22, 2004 (supplemental to this SEPA checklist). It contains specific information in regard to existing conditions and groundwater, as well as general recommendations for site preparation, foundations, retaining walls and other construction is included as supplemental environmental information with this environmental checklist. The geotechnical report identifies surface and subsurface conditions and concludes that the site can accommodate the development as proposed with inclusion of some construction recommendations.

d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.

None identified.

e. Describe the purpose, type, and approximate quantities of any filling or grading proposed. Indicate source of fill.

Grading for this residential development will be limited to those areas identified for roads, storm drainage, utility infrastructure and home sites. It is estimated that there will be up to 850 cubic yards of net cut and fill. The ultimate cut and fill quantities will be determined during final engineering. No clearing or grading activity will start until the necessary permits are obtained.

f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe.

Limited erosion could occur as a result of the initial construction on-site. However, erosion control measures will be utilized during the construction phase to minimize potential erosion impacts. Temporary erosion and sedimentation control plans will be submitted to and approved by the City of Woodinville prior to any clearing or grading activity.

g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?

Total impervious area is estimated at 8.0 acres, or about 61% of the total area included in the proposed plat.

h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any:

A temporary erosion and sedimentation control plan, designed in accordance with City of Woodinville standards, will be employed during the construction phase of this project. Said plan will be prepared in conjunction with the recommendations of the geotechnical report.

EXHIBIT 26
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2. Air

- a. **What types of emissions to the air would result from the proposal (i.e., dust, automobile, odors, industrial wood smoke) during construction and when the project is completed? If any, generally describe and give approximate quantities if known.**

During project construction, heavy equipment operation and workers' vehicles would generate exhaust emissions into the immediate vicinity. Construction activity on the site could also stir up exposed soils and generate dust and particulate matter into the local air. The completed project would result in a minor increase in the amount of emission-related pollutants in the local air from project related traffic.

- b. **Are there any off-site sources of emissions or odors that may affect your proposal? If so, generally describe.**

There are no known off-site sources of emissions or odors that are likely to impact this project.

- c. **Proposed measures to reduce or control emissions or other impacts to air, if any:**

Watering of the site as necessary during the construction phase of the project will help control dust and other particulates.

3. Water

- a. **Surface:**

- 1) **Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

A wetland area occupies the western edge of the site. Reference the Wetland Study, prepared by B-Twelve, which is supplemented to this SEPA checklist.

- 2) **Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

No.

- 3) **Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands, and indicate the area of the site that would be affected. Indicate the source of fill material.**

There is no surface water or wetlands impacted.

- 4) **Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities, if known.**

No.

- 5) **Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. If so, note location on the site plan.**

No.

- 6) **Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

Additional stormwater runoff would occur in proportion to the total new impervious and cleared surfaces associated with the project. Small quantities of petrochemicals, fertilizers, and other household and yard products normally expected with a residential development are anticipated to be present in the runoff. Primary control of these potential pollutants would be provided through the inclusion of water quality measures in the drainage design. Refer to the Technical Information Report (TIR) dated November, 2004 which is supplemented to this SEPA checklist.

b. Ground:

- 1) **Will groundwater be withdrawn, or will water be discharged to ground water? Give general description, purpose, and approximate quantities if known.**

No. The proposed development will be served by public water from Woodinville Water District. Therefore, no ground water will be withdrawn to serve future residences.

- 2) **Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: domestic sewage; industrial, containing the following chemicals ..; agricultural; etc.) Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

There will be no waste material discharged into the ground. The plat will be served by sanitary sewers from Woodinville Water District.

c. Water Run-off (Including stormwater):

- 1) **Describe the source of run-off (including stormwater) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

The new plat roads, future homes and cleared lots will create additional impervious surfaces (8.0 acres total impervious surfaces). Increased storm water runoff will occur as a result of the home construction and paved roadway.

Refer to the Technical Information Report (TIR) dated November, 2004.

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2) **Could waste materials enter ground or surface waters? If so, generally describe.**

Minimal pollutants normally associated with this type of development could enter the surface water. However, the amount would be minimal since the on-site drainage will include the use of treatment facilities in conformance with current City of Woodinville standards. The proposed plans for stormwater and run-off control are expected to minimize entry of waste materials or pollutants to groundwater resources and/or surface waters.

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d. **Proposed measures to reduce or control surface, ground, and run-off water impacts, if any:**

See Level 1 Downstream Analysis dated November, 2004. Discharge of these additional waters would be collected and routed through water quality facilities designed to meet City of Woodinville water quality standards which require design per the 1998 King County Surface Water Design Manual. Since site drainage is tributary to Little Bear Creek, a detention pond designed to Level 2 flow control standards along with water quality treatment from the Resource Stream Protection Menu is required. These standards have been developed to minimize potential surface and ground, water impacts. The required storm water detention and water quality volume is 141,690 cubic feet. The detention and water quality vault has been preliminarily designed to accommodate these volumes.

4. **Plants**

a. **Check or circle types of vegetation found on the site:**

- Evergreen trees:** western red cedar, western hemlock
 Deciduous trees: red alder, black cottonwood, big leaf maple
 Shrubs: salmonberry, vine maple, sword fern, Pacific bleeding heart, false lily-of-the-valley

b. **What kind and amount of vegetation will be removed or altered?**

It is the intent that existing trees within the development area, including roads, lots, utility corridors and detention/water quality areas will be removed. Trees within the open space would be saved in order to meet tree retention requirements.

c. **List threatened or endangered species known to be on or near the site.**

There are no known threatened or endangered species on or near the site.

d. **Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any:**

The development area of the site is approximately 13.1 acres and consists of the area for roads, utilities, trails, buffer and lots. The area of the proposed preliminary plat is approximately 16.48 acres in size. The subject application proposes to leave approximately 3.4 acres of the site as Native Growth Protection Area (NGPA) within common open space Tract A.

WMC 21.16.130(1) (a) indicates that a minimum tree-credits factor required for the buildable area of each site is 30 tree credits per acre. The buildable area of the site is 11.58 acres then 347 tree credits are required to be provided. WMC 21.16.140 requires the preparation of a Tree Preservation Plan concurrent with a proposed preliminary plat application.

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5. Animals

a. Check or circle any birds and animals which have been observed on or near the site, or are known to be on or near the site:

- X **Birds:** hawk, heron, eagle, songbirds, other: American crow (*Corvus brachyrhynchos*), American robin (*Turdus migratorius*), black-capped chickadee (*Parus atricapillus*), bushtit (*Psaltirparus minimus*), common raven (*Corvus corax*), rufous-sided towhee (*Pipilo erythrophthalmus*), song sparrow (*Melospiza melodia*), steller's jay (*Cyanocitta stelleri*), and winter wren
- X **Mammals:** deer, bear, elk, beaver, raccoon, other: species that easily adapt to suburban environments such as bats (*Myotis spp.*), deer mice (*Peromyscus maniculatus*), eastern cottontail rabbits (*Sylvilagus floridanus*), moles (*Scapanus spp.*), raccoons (*Procyon lotor*), shrews (*Sorex spp.*), skunks (*Mephitis spp.*), squirrels (*Sciurus carolinensis*, *Tamiasciurus douglasii*), Virginia opossums (*Didelphis virginiana*), and white-tailed deer (*Odocoileus hemionus*).
Fish: bass, perch, salmon, trout, herring, shellfish, other:
- X **Amphibians:** expected amphibian species include the pacific tree frog (*Hyla regilla*), the bullfrog (*Rana catesbeiana*), and the northwestern salamander (*Ambystoma gracile*).

b. List any threatened or endangered species known to be on or near the site.

Based on a field inspection by Triad Associates staff, there were no threatened or endangered species observed on or near the site.

c. Is the site part of a migration route? If so, explain.

None known.

d. Proposed measures to preserve or enhance wildlife, if any:

The subject application proposes to leave approximately 3.4 acres of the site as Native Growth Protection Area (NGPA) within common open space Tract A.

6. Energy and Natural Resources

a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.

Electric and/or natural gas will be used to meet the primary energy needs of the new homes.

b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.

No.

c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any:

The detached single family residential structures will be constructed to meet or exceed applicable local, state, and federal building codes to ensure compliance with energy conservation standards.

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7. Environmental Health

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill or hazardous waste, that could occur as a result of this proposal? If so, describe.**

Under normal working conditions, it is unlikely that environmental health hazards would be encountered. All project related construction will meet all current local, county, state and federal regulations.

- 1) **Describe special emergency services that might be required.**

None.

- 2) **Proposed measures to reduce or control environmental health hazards, if any:**

State regulations regarding safety and the handling of hazardous materials would be enforced during the construction process. Equipment refueling areas would be located in areas where a spill could be quickly contained, and where the risks of the hazardous material entering surface water is minimized.

b. Noise

- 1) **What types of noise exist in the area, which may affect your project (for example: traffic, equipment operation, other)?**

The surrounding vicinity is suburban density residential neighborhoods with minimal off-site noise which would affect the subject property on a routine basis. The retention of trees in the NGPA should provide some noise reduction.

- 2) **What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site.**

Construction activities on the site would temporarily increase the peak on-site noise levels. All construction would be during the City of Woodinville's approved hours of operation. The completed project would result in a slight increase in ambient noise levels in the vicinity.

- 3) **Proposed measures to reduce or control noise impacts, if any:**

Construction activity will be limited to hours as specified by the City of Woodinville, which will help to mitigate the impacts of potential construction noise.

8. Land and Shoreline Use

- a. **What is the current use of the site and adjacent properties?**

The subject property of the proposed subdivision is partially wooded and developed with five single-family structures and outbuildings. The surrounding area is predominantly developed with residential single-family lots. The site abuts the wooded portion of a golf course (Wellington Hills Golf Course) to the north.

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b. Has the site been used for agriculture? If so, describe.

Historically, the house and barn in the center of the site functioned as a small farm. It is not a prime agricultural area and is within the UGA.

c. Describe any structures on the site.

There are five existing residences, a barn, and smaller outbuildings on site. Four of the existing residences abut 156th Avenue NE and another residence and barn is centrally located internally to the site.

d. Will any structures be demolished? If so, what?

Yes. All existing structures are proposed to be removed.

e. What is the current zoning classification of the site?

The subject property is zoned R-1.

f. What is the current comprehensive plan designation of the site?

The City of Woodinville GMA Comprehensive Plan includes the Future Land Use Map. The subject property is designated *Low Density Residential*, not to exceed four dwelling units per acre on the Future Land Use Map. The R-4 zone is one of the implementing zones for the *Low Density Residential* designation. Surrounding areas are comparatively designated.

g. If applicable, what is the current shoreline master program designation of the site?

No shoreline; not applicable.

h. Has any part of the site been classified as an "environmentally sensitive" area? If so, specify.

No.

i. Approximately how many people would reside or work in the completed project?

Assuming approximately 2.5 people would live in each of the 66 developed homes, it is estimated that an additional 153 persons would reside in the built-out subdivision.

j. Approximately how many people would the completed project displace?

None. Five single-family residences will be removed and replaced with new single-family residences. There will be a net increase of 61 single-family residences.

k. Proposed measures to avoid or reduce displacement impacts, if any:

None.

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I. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any:

The requested R-4 zoning conforms to the R-4 locational criteria as revised by Ordinances 03-098 and 03-099. As specified by the Ordinances, the revised locational criteria are deemed as appropriately implementing the comprehensive plan, particularly Objective LU 6.F and Policy LU 6.F.2.

The requested R-4 zone, a zone specifically articulated by the City of Woodinville Comprehensive Plan as appropriate for areas designated Low Density Residential, complies with and will implement the City of Woodinville Comprehensive Plan.

The project will be developed in accordance with the applicable City of Woodinville development regulations which have been adopted as GMA development regulations to implement the goals and policies of the adopted GMA Comprehensive Plan.

9. Housing

a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.

66 moderate income, market-priced, detached single-family units will be constructed on the subject plat.

b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.

Five older, single-family homes will be eliminated and replaced with new single-family units.

c. Proposed measures to reduce or control housing impacts, if any:

The project will provide needed detached single-family housing in the north King County market.

10. Aesthetics

a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?

Architectural plans for homes have not been specified at this stage. However, the proposed building plans will be governed by height restrictions dictated by the zoning requirements and the adopted International Building Code (IBC).

b. What views in the immediate vicinity would be altered or obstructed?

Development of the site would change the visual character of the site for the nearest existing residences from rural, undeveloped land to that of a new single-family residential neighborhood.

c. Proposed measures to reduce or control aesthetic impacts, if any:

The preservation of the forested area adjacent to the new residential development should minimize impacts.

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11. Light and Glare

- a. **What type of light or glare will the proposal produce? What time of day would it mainly occur?**

The completed project will generate limited light and glare typically associated with residential development (i.e., security and/or street lighting).

- b. **Could light or glare from the finished project be a safety hazard or interfere with views?**

Not to our knowledge.

- c. **What existing off-site sources of light or glare may affect your proposal?**

None known.

- d. **Proposed measures to reduce or control light and glare impacts, if any:**

None.

12. Recreation

- a. **What designated and informal recreational opportunities are in the immediate vicinity?**

The subject property is adjacent to Wellington Hills Golf Course.

- b. **Would the proposed project displace any existing recreational uses? If so, describe.**

The project would not displace any existing recreational uses.

- c. **Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

The project would provide passive recreational opportunities onsite by preserving over 3.4 acres of common open space in a separate tract (A).

13. Historic and Cultural Preservation

- a. **Are there any places or objects listed on, or proposed for, national, state, or local preservation registers known to be on or next to the site? If so, generally describe.**

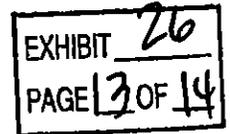
None known.

- b. **Generally describe any landmarks or evidence of historic, archaeological, scientific, or cultural importance known to be on or next to the site.**

There are no landmarks or evidence of any significant historic, archaeological, scientific, or cultural resources known to be on or next to the site.

c. Proposed measures to reduce or control impacts, if any:

If any historic or cultural evidence was encountered during construction or installation of improvements, an archaeologist/historian would be engaged to investigate, evaluate and/or move or curate such resources as appropriate.



14. Transportation

a. Identify public streets and highways serving the site, and describe proposed access to the existing street system. Show on site plans, if any.

Primary access to the development will be from two entrances onto 156th Avenue NE. Circulation within the development will be provided by a new looped public road system.

b. Is site currently served by public transit? If not, what is the approximate distance to the nearest transit stop?

Transit is available on 156th Avenue NE.

c. How many parking spaces would the completed project have? How many would the project eliminate?

The completed project will provide at least two off-street parking spaces per residential unit. The proposed project will not eliminate any parking spaces.

d. Will the proposal require any new roads or streets, or improvements to existing roads or streets, not including driveways? If so, generally describe (indicate whether public or private).

Yes. The project proposes to construct new plat streets as permitted by City of Woodinville. The primary access to the site will be from 156th Avenue NE. The proposed road construction shall include a 28' paved street section with a 5-foot planting strip and 5-foot sidewalk.

e. Will the project use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.

No.

f. How many vehicular trips per day would be generated by the completed project? If known, indicate when peak volumes would occur.

Approximately 584 vehicular trips per day with 61 new units and 5 replacement units (total of 66). Please see the Traffic Impact Analysis prepared by The Transpo Group, dated November, 2004, for more detailed information supplemented to this SEPA checklist.

g. Proposed measures to reduce or control transportation impacts, if any:

Please see the Traffic Impact Analysis prepared by The Transpo Group, dated November, 2004, for more detailed information supplemented to this SEPA checklist.

15. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, health care, schools, other)? If so, generally describe.

The completed project would result in a slight increase in need for police and fire protection, as well as emergency medical service. Also, a slight increase in school enrollment will result from this proposal.

- b. Proposed measures to reduce or control direct impacts on public services, if any.

The project will be designed and constructed with adequate water pressure, properly located fire hydrants and sanitary sewers which meet Woodinville Water District standards. Streets will be constructed as determined by the City Engineer to allow adequate access for fire protection and police vehicles.

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16. Utilities

- a. Indicate utilities currently available at the site:

Electricity, Natural Gas, Water, Refuse Service, Telephone, Sanitary Sewer, Septic System, Other. All utilities will be extended to and through the site.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.

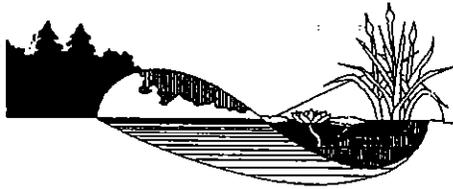
Sanitary Sewer: Woodinville Water District
Water: Woodinville Water District
Electricity: Puget Sound Energy
Natural Gas: Puget Sound Energy
Telephone: Verizon
Cable Service: AT&T

C. SIGNATURE

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: H. George Newman Date Prepared: November 4, 2004

H. George Newman, AICP
Principal
Triad Associates



RPT WET

B-12 Wetland Consulting, Inc.

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MONTEVALLO

Wetland and Stream Analysis Report

CITY OF WOODINVILLE, WA

Prepared For:

Phoenix Development, Inc.
PO Box 3167
Lynnwood, WA 98046
Attn: Loree Quade

November 8, 2004
Job#A3-153



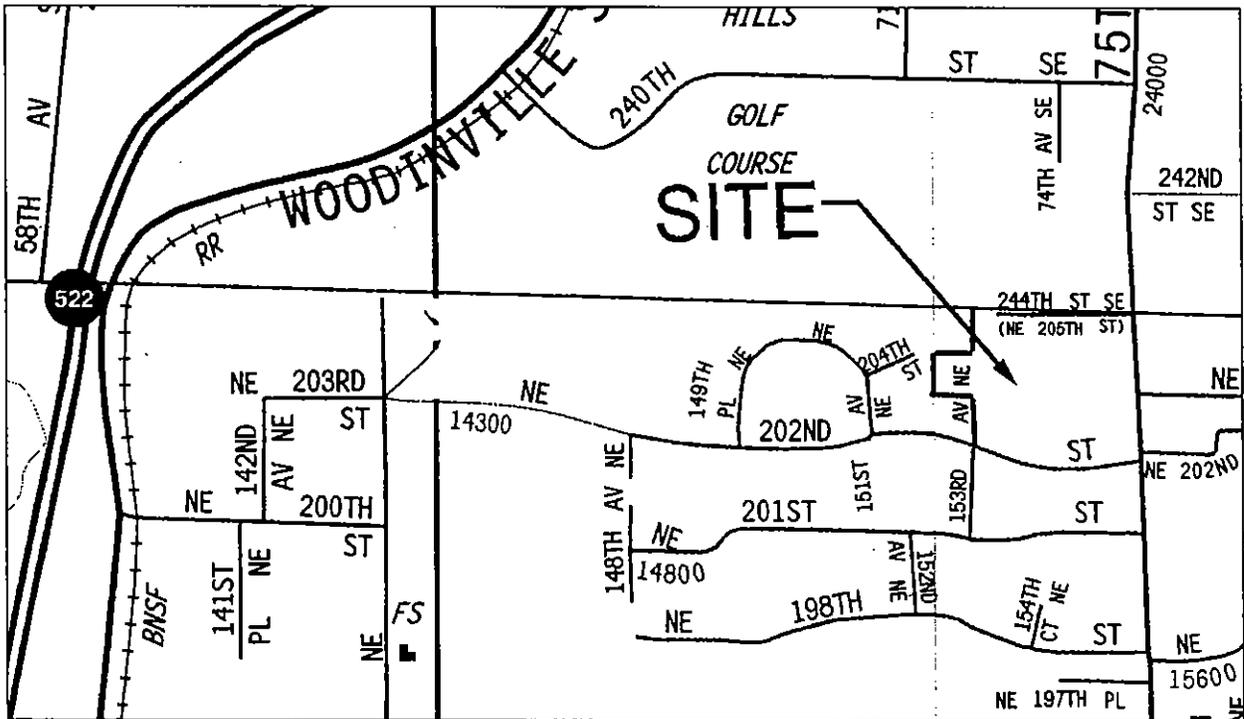
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MONTEVALLO
WETLAND AND STREAM ANALYSIS REPORT
City of Woodinville, Washington

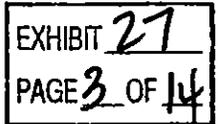
1.0 INTRODUCTION

1.1 Location

This report describes the jurisdictional wetlands and streams on the irregularly shaped 16.6 acre property known as the Plat of Montevallo. The property is located at the west end of 244th Street, SE (NE 205th St) in the City of Woodinville, Washington (the "site").



Vicinity Map



1.2 Existing Use

The west side of the site contains a single family residence with a barn and associated out buildings. A pasture currently used for grazing horses is located west and south of the barn and home. Forested wetlands, as well as a small portion of forested upland area, are located to the west of the pasture. Pasture used for grazing is also located to the east of this residence and barn. The east side of the site contains four single family residences, outbuildings and pasture/lawn areas.

2.0 METHODOLOGY

Ed Sewall and Aaron Will of B-12 Wetland Consulting, Inc. inspected the site for jurisdictional wetlands on December 19, 2004. The wetland edges were flagged with pink "Wetland Delineation" flagging labeled consecutively "A-1, A-2..." and "B-1, B-2..." The data points were marked with orange and black-striped flagging labeled DP #__. The wetland flags were surveyed by Triad Associates.

A combination of field indicators, including vegetation, soils, and hydrology, was used to determine the presence of wetlands. The methodology used to identify any jurisdictional wetlands on the site is described in the *Washington State Wetlands Identification and Delineation Manual* (WADOE, March 1997). This is the methodology currently recognized by City of Woodinville and the State of Washington for wetland determinations and delineations. The wetland areas identified would also be considered wetlands using the methodology described in the *Corps of Engineers Wetlands Delineation Manual* (Environmental Laboratory, 1987), as required by the US Army Corps of Engineers.

The *Washington State Wetlands Identification and Delineation Manual* and the *Corps of Engineers Wetlands Delineation Manual* both require the use of the three-parameter approach in identifying and delineating wetlands. A wetland should support a predominance of hydrophytic vegetation, have hydric soils and display wetland hydrology. To be considered hydrophytic vegetation, over 50% of the dominant species in an area must have an indicator status of facultative (FAC), facultative wetland (FACW), or obligate wetland (OBL), according to the National List of Plant Species That Occur in Wetlands: Northwest (Region 9) (Reed, 1988). A hydric soil is "a soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part". Anaerobic conditions are indicated in the field by soils with low chromas (2 or less), as determined by using the Munsell Soil Color Charts; iron oxide mottles; hydrogen sulfide odor and other indicators. Generally, wetland hydrology is defined by inundation or saturation to the surface for a consecutive period of 12.5% or greater of the growing season. Areas that contain indicators of wetland hydrology between 5%-12.5% of the growing season may or may not be wetlands depending upon other indicators. Field indicators include visual observation of soil inundation, saturation, oxidized rhizospheres, water marks on trees or other fixed objects, drift lines, etc. Under normal circumstances, indicators of all three parameters will be present in wetland areas.

Streams were identified by the presence of a defined channel that contains flowing surface water at some time of the year.

EXHIBIT 27
PAGE 4 OF 14

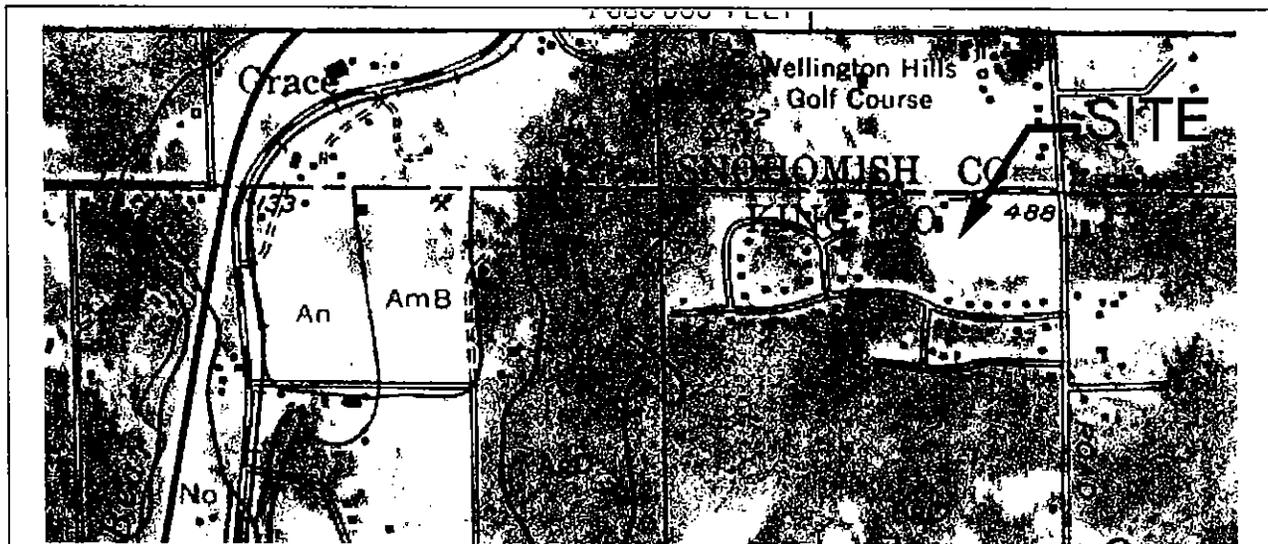
3.0 OBSERVATIONS

3.1 Existing Site Documentation

Prior to visiting the site, a review of several natural resource inventory maps was conducted. Resources reviewed included the King County Soil Survey (Snyder et al. 1973), King County Sensitive Areas Folio: Streams and Wetlands and the National Wetlands Inventory Map.

3.1.1 King County Soil Survey

According to the King County Soil Survey the site is mapped as Alderwood gravelly sandy loam (AgC). Alderwood soils are moderately well drained soils formed in glacial till. According to the publication *Hydric Soils of the United State* Alderwood soils are not considered a "hydric" or wetland soil. However, Alderwood soils can include small inclusions of hydric soils.

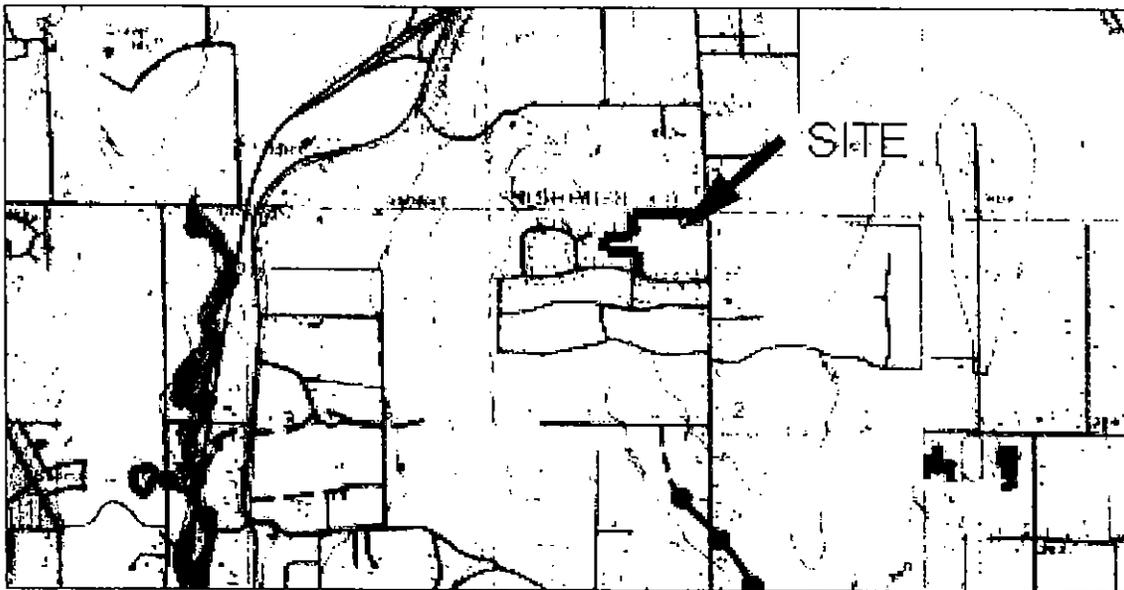


King County Soil Survey

3.1.2 King County Sensitive Areas Folio: Streams

According to the King County Sensitive Areas Folio: Streams, there are no streams located on the site.

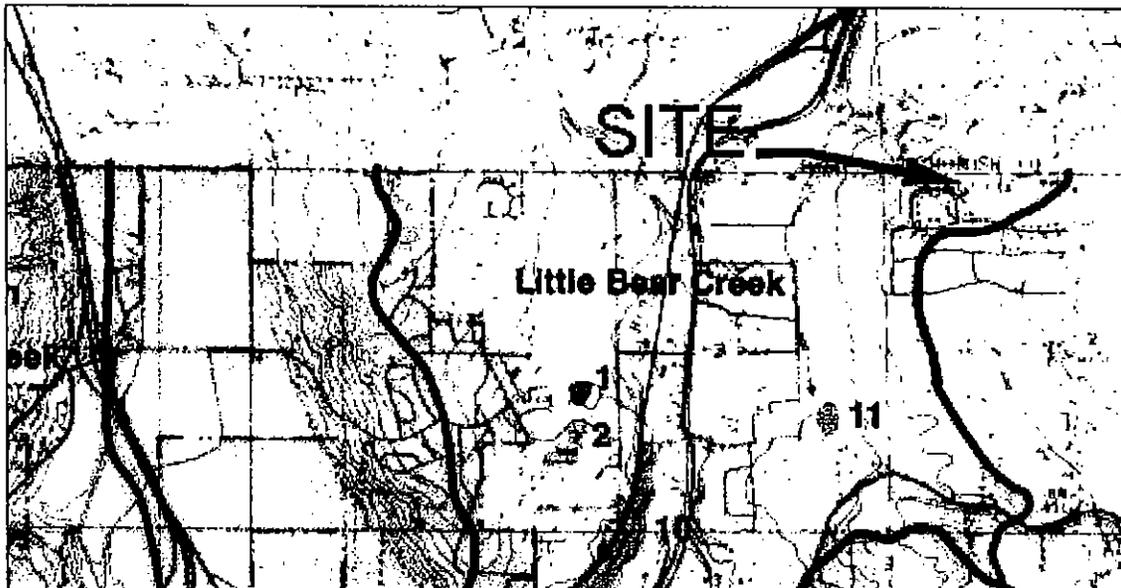
EXHIBIT 27
PAGE 5 OF 4



King County Sensitive Areas Folio: Streams

3.1.3 King County Sensitive Areas Folio: Wetlands

According to the King County Sensitive Areas Folio: Wetlands, there are no wetlands located on the site.

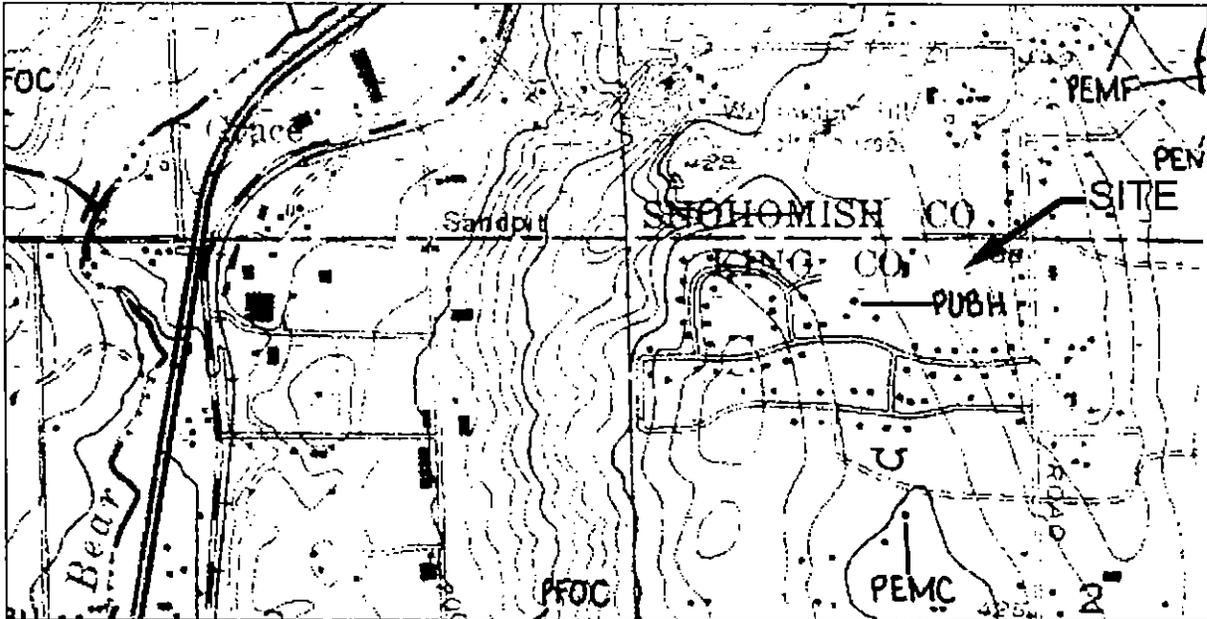


King County Sensitive Areas Folio: Wetlands

EXHIBIT 27
PAGE 6 OF 14

3.1.4 National Wetland Inventory

According to the National Wetland inventory there are no wetlands or streams located on the site.

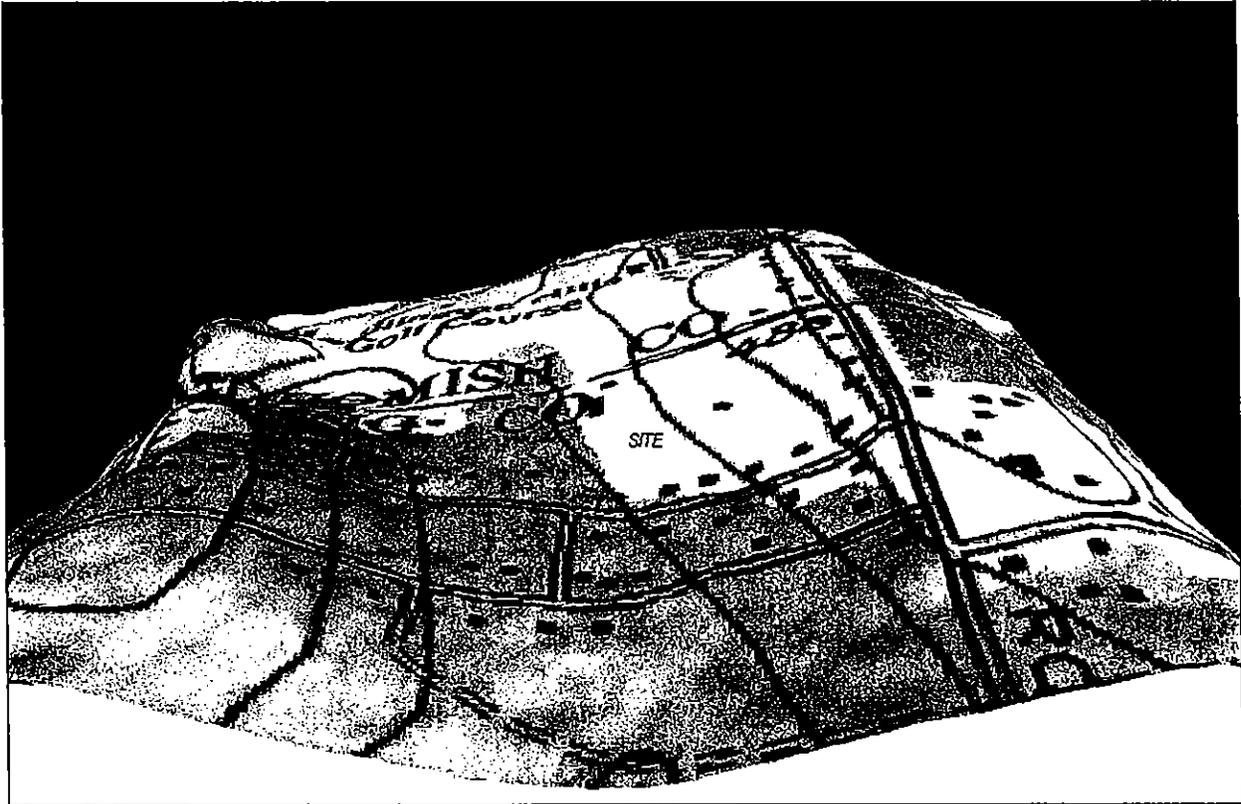


National Wetland Inventory Map

3.2 Field Observations

3.2.1 Topography

The site generally slopes to the west towards the sites low point, which is the wetland located near the west side of the site. Water within this wetland drains to the north off-site in an intermittent flow, ditched stream feature. This stream eventually enters a more defined ravine off-site to the west which flows several thousand feet down a steep hillside before being culverted under the highway (SR 522) and eventually entering Little Bear Creek. Due to the length of its culverted channel just east of SR 522, as well as the very steep topography along the hillside to the north and west of the site, fish cannot enter or access the tributary that the sites wetland drains into on the east side of SR 522.



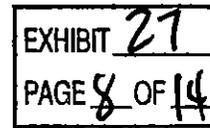
USGS Topographic Map of the site area as viewed looking north

3.3 Uplands

The upland area of the site is characterized by areas that are completely developed with homes, outbuildings, lawns and landscaped areas, as well as grazed pastures and some forested upland on the west side of the site. The forested upland areas surround the sites single wetland and are vegetated with a mix of douglas fir (*Psuedotsuga menziesii*), red alder (*Alnus rubra*), black cottonwood (*Populus balsamifera*), indian plum (*Oemlaria cerasiformis*), vine maple (*Acer circinatum*), salmonberry (*Rubus spectabilis*), sword fern (*Polystichum munitum*) and stinging nettle (*Urtica dioica*).

Upland pasture portions of the site are vegetated with a mix of bentgrass (*Agrostis spp.*), English plantain (*Plantago lanceolata*), dandelion (*Taraxacum officinale*), and creeping buttercup (*Ranunculus repens*).

Soil pits excavated within the upland areas revealed a 6-inch gravelly sandy loam A-horizon with a matrix color of 10YR 3/2. The underlying gravelly sandy loam B-horizon reveal a soil color of 10YR 3/6. During our site visit soils within the upland area were dry.



3.4 Wetlands

A single forested and emergent wetland is located near the west side of the site comprising 71,567sf. This wetland (labeled as Wetland A/B) is located at the head of a drainage that flows out of the wetland in wetter months in a dug ditch to the north. This wetland was flagged on the east edge with pink "Wetland Delineation" flagging labeled A-1 through A-13. The west side of the wetland was flagged with pink "Wetland Delineation" flagging labeled B-1 through B-11. The majority of flags A-1 through A-13 were located on the slope of the pasture. At the toe of the slope where the tree line and the pasture meet there is a small ditch that is oriented in a north south direction. Based upon visible topography, the ditch feature appears to flow to the north, although no surface flow was present during our site visit. To the west of the pasture portion of the wetland a small area of forested wetland is located.

Vegetation within Wetland A/B in the forested areas includes western red cedar (*Thuja plicata*), red alder, black cottonwood, salmonberry (*Rubus spectabilis*), slough sedge (*Carex obnupta*), and lady fern (*Athyrium Filix-femina*).

Soil pits excavated within Wetland A/B revealed a shallow muck layer with a soil color of 10YR 2/1 and an underlying B-horizon with a matrix color of 10YR 3/2 with both common, fine distinct and common, medium distinct redoximorphic features. During our site visit soils were saturated within 12-inches from the soil surface. Soils at the eastern edge of the wetland were only moist but are assumed to be wetter in the early growing season based upon the presence of hydrophytic vegetation and hydric soils.

Hydrology of Wetland A/B appears to be a mix of direct precipitation, road runoff from streets located to the south and west of the site, as well as roof runoff from the barn on-site. We also noted a drain draining water into the wetland with what appears to be gray water from a laundry machine or sinks in the western residence. This water drains directly into the wetland from a small culvert located within the pasture near the north side of the home.

According to the United States Fish and Wildlife (USFWS) wetland classification method (Cowardin et al. 1979), Wetland A/B would consist of areas that would be considered palustrine, forested, broad-leaved deciduous, seasonally flooded (PFO1C) and palustrine, scrub-shrub, broad-leaved deciduous, seasonally flooded (PSS1C).

According to the Woodinville Municipal Code (WMC §21.06.710) Wetland A/B would be considered a Class 2 wetland due to its size >1 acre and forested wetland class. Typically Class 2 wetlands have a 50-foot buffer measured from the wetland edge (WMC §21.24.310).

4.0 Proposed project, impacts and concept mitigation

The proposed project is the construction of a residential plat with 66 single family lots, associated roads and stormwater facility. The project has been designed to avoid the wetland and its associated buffer. However, the requirements to tie the sewer system into the City's sewer on

the west side of the wetland, as well as the requirement for a path to cross from the site to 204th street require some temporary impacts to the wetland and buffer. Alterations of wetlands and buffers for City required sewer impacts are allowed as long as restoration is proposed as described in 21.24.320.6.

The sewer line tie in will require a temporary impact to the wetland of 3,229sf and a temporary impact of 4,645sf of buffer (see attached B-12 Wetland Consulting Inc. - Montevallo Concept Mitigation Plan). In addition, a narrow pedestrian walkway will cross the wetland. The walkway will be placed upon pin piles which require no fill of wetlands or impacts to wetland hydrology.

The proposed project will be constructed on the narrowest construction corridor possible and it is likely less wetland and buffer will be temporarily impacted than the total width of the easement. Following construction of the sewer line and footpath, the wetland and its buffer will be re-graded to original grades, hydroseeded with a native grass mix, and in the areas of existing woody vegetation, re-planted with a mix of native trees and shrubs. This area will be monitored for 3 years as required by Code to insure successful restoration of the wetland and buffer.

Following approval of this concept, a Final Detailed Mitigation Plan will be prepared for review and approval by the City.

If you have any questions or need any additional information please contact our office at 253.859.0515 or by e-mail at ed@b12assoc.com.

Sincerely,
B-12 Wetland Consulting, Inc.



Ed Sewall
President/Senior Wetland Ecologist
PWS #212



ROUTINE WETLAND DETERMINATION DATA FORM
(Washington State Wetlands Identification & Delineation Manual, 1997)

B-12 WETLAND CONSULTING, INC.
1103 West Meeker Street
Kent, Washington 98032
(253) 859-0515

Project Name/ #: Montevally Date: 12-19-03 Investigator: Ed Scwell Data Point: DP#1
Jurisdiction: Wood, WA State: WA Atypical Analysis: _____ Problem Area: _____

VEGETATION

Dominant plant species	Stratum	Indicator	Coverage %
1. <u>Dactylis glomerata</u>	<u>H</u>	<u>FACU</u>	
2. <u>Ranunculus repens</u>	<u>H</u>	<u>FACW</u>	
3. _____			
4. _____			
5. _____			
6. _____			
7. _____			
8. _____			
9. _____			
10. _____			

% of species OBL, FACW and/or FAC: 50 Hydrophytic vegetation criteria met: Yes No Marginal
Comments: _____

SOILS

Mapped Soil Series: _____ On Hydric Soils List?: Yes No _____ Drainage Class: _____
Depth (0 in) Matrix color Redox concentration color Texture
6 in. 10YR 3/2
16 in. 10YR 3/3
in.
in.

Organic soil __, Histic epipedon __, Hydrogen sulfide __, gleyed __, redox concentrations __, redox depletions __, pore linings __, iron concretions __, manganese concretions __, organic matter in surface horizon (sandy soil) __, organic streaking (sandy soils) __, organic pan (sandy soil) __.
Hydric soil criteria met: Yes No Basis: no indicators
Comments: _____

HYDROLOGY

Recorded data __, inundation __, saturation __, watermarks __, drift lines __, sediment deposits __, drainage patterns __.
Wetland hydrology criteria met: Yes No Basis: no indicators
Comments: _____

SUMMARY OF CRITERIA

Soil Temp. at 19.7" depth: _____ Growing Season?: YN
Hydrophytic vegetation: YN Hydric soils: YN Wetland hydrology: YN
Data point meets the criteria of a jurisdictional wetland?: Yes No

ROUTINE WETLAND DETERMINATION DATA FORM
(Washington State Wetlands Identification & Delineation Manual, 1997)

B-12 WETLAND CONSULTING, INC.
1103 West Meeker Street
Kent, Washington 98032
(253) 859-0515

Project Name/ #: Montevilla Date: 12-19-093 Investigator: Ed Sewell Data Point: DP#2
Jurisdiction: Woodinville State: WA Atypical Analysis: _____ Problem Area: _____

VEGETATION

Dominant plant species	Stratum	Indicator	Coverage %
1. <u>Rumex crispus</u>	<u>H</u>	<u>FACW</u>	
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			
7. _____			
8. _____			
9. _____			
10. _____			

% of species OBL, FACW and/or FAC: 100 Hydrophytic vegetation criteria met: Yes No Marginal
Comments: _____

SOILS

Mapped Soil Series: _____ On Hydric Soils List?: Yes No _____ Drainage Class: _____
Depth (0 in) Matrix color Redox concentration color Texture
16 in. 10YR 3/2 common, med, distinct gsl
____ in. _____
____ in. _____
____ in. _____

Organic soil __, Histic epipedon __, Hydrogen sulfide __, gleyed __, redox concentrations , redox depletions __, pore linings __, iron concretions __, manganese concretions __, organic matter in surface horizon (sandy soil) __, organic streaking (sandy soils) __, organic pan (sandy soil) __
Hydric soil criteria met: Yes No Basis: chroma of zw/redox features
Comments: _____

HYDROLOGY

Recorded data __, inundation __, saturation 0", watermarks __, drift lines __, sediment deposits __, drainage patterns __
Wetland hydrology criteria met: Yes No Basis: sat. at surface
Comments: _____

SUMMARY OF CRITERIA

Soil Temp. at 19.7" depth: _____ Growing Season?: Y N
Hydrophytic vegetation: Y N Hydric soils: Y N Wetland hydrology: Y N
Data point meets the criteria of a jurisdictional wetland?: Yes No

ROUTINE WETLAND DETERMINATION DATA FORM
(Washington State Wetlands Identification & Delineation Manual, 1997)

B-12 WETLAND CONSULTING, INC.
1103 West Meeker Street
Kent, Washington 98032
(253) 859-0515

Project Name/ #: Monteville Date: 12-19-03 Investigator: Ed Scumell Data Point: DPT03
Jurisdiction: Woodinville State: WA Atypical Analysis: _____ Problem Area: _____

VEGETATION

Dominant plant species	Stratum	Indicator	Coverage %
1. <u>Agrostis spp.</u>	<u>H</u>	<u>FAC</u>	
2. <u>Dactylis glomerata</u>	<u>H</u>	<u>FAC</u>	
3. _____			
4. _____			
5. _____			
6. _____			
7. _____			
8. _____			
9. _____			
10. _____			

% of species OBL, FACW and/or FAC: 50% Hydrophytic vegetation criteria met: Yes No Marginal
Comments: _____

SOILS

Mapped Soil Series: _____ On Hydric Soils List?: Yes No _____ Drainage Class: _____
Depth (0 in) _____ Matrix color 10YR 3/3 Redox concentration color _____ Texture _____
16 in. _____
_____ in. _____
_____ in. _____
_____ in. _____

Organic soil __, Histic epipedon __, Hydrogen sulfide __, gleyed __, redox concentrations __, redox depletions __, pore linings __, iron concretions __, manganese concretions __, organic matter in surface horizon (sandy soil) __, organic streaking (sandy soils) __, organic pan (sandy soil) __
Hydric soil criteria met: Yes No Basis: no indicators
Comments: mixed w/ burned soil + debris

HYDROLOGY

Recorded data __, inundation __, saturation __, watermarks __, drift lines __, sediment deposits __, drainage patterns __
Wetland hydrology criteria met: Yes No Basis: _____
Comments: no indicators

SUMMARY OF CRITERIA

Soil Temp. at 19.7" depth: _____ Growing Season?: Y
Hydrophytic vegetation: Y/N Hydric soils: Y/N Wetland hydrology: Y/N
Data point meets the criteria of a jurisdictional wetland?: Yes No

ROUTINE WETLAND DETERMINATION DATA FORM
(Washington State Wetlands Identification & Delineation Manual, 1997)

B-12 WETLAND CONSULTING, INC.

1103 West Meeker Street
Kent, Washington 98032
(253) 859-0515

Project Name/#: Montevilla Date: 12-19-03 Investigator: SI Small Data Point: DP#4
Jurisdiction: Woodinville State: WA Atypical Analysis: _____ Problem Area: _____

VEGETATION

Dominant plant species	Stratum	Indicator	Coverage %
1. <u>Agrostis spp.</u>		<u>FAC</u>	
2. <u>Epilobium waterii</u>		<u>FACW</u>	
3. _____			
4. _____			
5. _____			
6. _____			
7. _____			
8. _____			
9. _____			
10. _____			

% of species OBL, FACW and/or FAC: 100 Hydrophytic vegetation criteria met: Yes No Marginal

Comments: _____

SOILS

Mapped Soil Series: _____ On Hydric Soils List?: Yes No Drainage Class: _____
Depth (0 in) Matrix color Redox concentration color Texture
6 in. 10YR 3/2
16 in. 10YR 3/6

Organic soil __, Histic epipedon __, Hydrogen sulfide __, gleyed __, redox concentrations __, redox depletions __, pore linings __, iron concretions __, manganese concretions __, organic matter in surface horizon (sandy soil) __, organic streaking (sandy soils) __, organic pan (sandy soil) __.

Hydric soil criteria met: Yes No Basis: no indicators

Comments: _____

HYDROLOGY

Recorded data __, inundation __, saturation __, watermarks __, drift lines __, sediment deposits __, drainage patterns __.

Wetland hydrology criteria met: Yes No Basis: no indicators

Comments: _____

SUMMARY OF CRITERIA

Soil Temp. at 19.7" depth: _____ Growing Season?: Y N
Hydrophytic vegetation: Y N Hydric soils: Y N Wetland hydrology: Y N
Data point meets the criteria of a jurisdictional wetland?: Yes No

ROUTINE WETLAND DETERMINATION DATA FORM
(Washington State Wetlands Identification & Delineation Manual, 1997)

B-12 WETLAND CONSULTING, INC.
1103 West Meeker Street
Kent, Washington 98032
(253) 859-0515

Project Name#: Montevilla Date: 12-19-03 Investigator: Ed Sewell Data Point: DP# 5
Jurisdiction: Woodinville State: WA Atypical Analysis: _____ Problem Area: _____

VEGETATION

Dominant plant species	Stratum	Indicator	Coverage %
1. <u>Helcus loxatus</u>	<u>H</u>	<u>FAC</u>	
2. <u>Ranunculus repens</u>	<u>H</u>	<u>FACW</u>	
3. <u>Juncus effusus</u>	<u>H</u>	<u>FACW</u>	
4. _____			
5. _____			
6. _____			
7. _____			
8. _____			
9. _____			
10. _____			

% of species OBL, FACW and/or FAC: 100 Hydrophytic vegetation criteria met: Yes No Marginal
Comments: _____

SOILS

Mapped Soil Series: _____ On Hydric Soils List?: Yes No Drainage Class: _____
Depth (0 in) Matrix color Redox concentration color Texture
8 in. 10YR 3/2 _____
10 in. 10YR 3/2 C, m, d
____ in. _____
____ in. _____

Organic soil _____, Histic epipedon _____, Hydrogen sulfide _____, gleyed _____, redox concentrations redox depletions _____, pore linings _____, iron concretions _____, manganese concretions _____, organic matter in surface horizon (sandy soil) _____, organic streaking (sandy soils) _____, organic pan (sandy soil) _____
Hydric soil criteria met: Yes No Basis: chroma of 2 w/ redox features in B horizon
Comments: _____

"HYDROLOGY

Recorded data _____, inundation _____, saturation -6, watermarks _____, drift lines _____, sediment deposits _____, drainage patterns _____
Wetland hydrology criteria met: Yes No Basis: sat within 12"
Comments: _____

SUMMARY OF CRITERIA

Soil Temp. at 19.7" depth: _____ Growing Season?: Y N
Hydrophytic vegetation: Y N Hydric soils: Y N Wetland hydrology: Y N
Data point meets the criteria of a jurisdictional wetland?: Yes No

EXHIBIT 28

**Conceptual Mitigation Plan
To big to scan**

November 23, 2004

EXHIBIT <u>29</u>
PAGE <u>1</u> OF <u>2</u>

Loree Quade
Phoenix Development, Inc.
P.O. Box 3167
Lynnwood, WA 98046

RE: Application ZMA2004-094 Zoning Map Amendment for the Plat of Montevallo
Application PPA2004-093 Preliminary Plat for Montevallo
Application SEP2004-095 SEPA for the Plat of Montevallo

Dear Ms. Quade;

This letter is to inform you that The City of Woodinville received the above applications on November 8, 2004. Under WMC 17.09.030, the City must respond to your application within twenty-eight days of the date of submittal as to the completeness of the application.

The above applications have been deemed to be complete as of November 23, 2004. A complete application results in two actions. First, it vests that application against future land use amendments; that is the land use regulations in effect as of the date of vesting are those that are used to review your application unless otherwise stated. Any future change in regulations should not impact your application. Second, the determination of a complete application would normally begin a 120-day time period in which the City must take action (approving, approving with conditions or denying with cause) your applications. In this case, since an Environmental Impact Statement is in process for both the Wood Trails and the Montevallo plats, the 120-day approval period is stayed until completion of the appeal period following the Final Environmental Impact Statement. The City cannot not take any action on a plat when it is in environmental review.

The 120-day clock may also be stopped whenever additional information has been requested. The clock will remain stopped until the requested information has been received and reviewed as to its responsiveness.

You will be contacted by Ms. Janet Groak, of the City Planning Department at the proper time regarding the posting of you proposed preliminary plat application. A Notice of Application (NOA) must be published in the paper, posted on site and mailed to any parties of record. There is a fourteen (14) day comment period from the date of publication/posting. Again, this is to occur after the completion of the EIS.

Upon completion of the EIS, the City Planning Department will review the proposed preliminary plat and zoning map amendment within existing regulations and write a staff report with recommendations to the City Hearing Examiner. A hearing date, time and location will be established and a notice will be published in the local paper, sent to property owners within 500 feet of the subject property and to all parties of record. Upon completion of this time period, and on the established date and scheduled time, the Hearing Examiner will hold a public hearing. You and/or your representative as well as any expert witness testimony you may wish will be expected

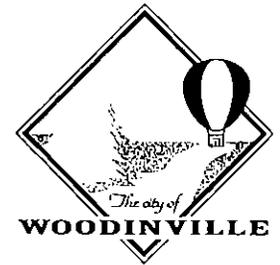
to present your case to the Examiner. The Examiner will make a decision as to the reasonableness of your applications within ten working days of the date of hearing.

Sincerely,

Dick Fredlund, Planner
Woodinville Planning Department

cc: George Newman, Principal
Triad Associates, Inc.

NOTICE OF REVISED EIS SCOPE
PRELIMINARY PLATS OF WOOD TRAILS AND MONTEVALLO
AND ASSOCIATED REZONES



"Citizens, business and local government,
a community commitment to our future."

Note:

This is a Notice of Revised EIS Scope for the proposed Wood Trails and Montevallo subdivisions, and the associated rezone requests. The City of Woodinville issued a Determination of Significance on October 11, 2004, stating that these proposals are likely to have a significant adverse impact on the environment, and that an environmental impact statement (EIS) is required under RCW 43.21C.030 (2) (c). This Notice of Revised EIS Scope does not change that Determination of Significance.

The Determination of Significance included a proposed scope for this EIS, and also included a request for comments on that proposed scope. The City received written comments, and also received comments at a public meeting on October 28, 2004 held specifically to receive comments on the proposed EIS scope. Based on these comments, and on further analysis of the proposal, the City has revised the EIS scope. The purpose of this Notice of Revised EIS Scope is to inform interested parties of the revised EIS Scope. This is an informational notice only; there will be no comment period or public meeting associated with this notice. The revised EIS Scope described in this notice is final, and will form the basis of the EIS to be prepared for these projects.

Description of proposal:

The applicant, Phoenix Development, has submitted preliminary plat applications for two sites in the Wellington neighborhood of Woodinville. The first preliminary plat, Wood Trails (PPA2004-056) is a 66-lot plat on a 38.7 acre site zoned R-1 (Residential - 1 dwelling unit per acre). The second preliminary plat, Montevallo (PPA2004-093), is a 66-lot plat on a 16.5-acre site, also zoned R-1. The applicant has submitted a rezone request to rezone both sites to R-4 (Residential - 4 dwelling units per acre).

(A development proposal for an 11.8-acre site adjacent to the Wood Trails proposal has been withdrawn by the applicant, and therefore will not be considered in the EIS.)

Proponent:

Developer: Phoenix Development, Inc. P.O. Box 3167, 7127 – 196th Street SW, Lynnwood, WA 98046-3167 – Loree Quade, Project Manager, Phone (425)775-8663.
Contact: Triad Associates, 11814 115th Avenue NE, Kirkland, WA 98034 – George Newman, (425) 821-8448.

Location of proposal:

Wood Trails is located between 148th Avenue NE and a point 659.39 feet west of 148th Avenue NE and between NE 195th Street and the center line of NE 201st Street; and between 148th Avenue NE and a point 997.24 feet west thereof; and between the centerline of NE 201st Street and a point 360 feet north of the center line of NE 202nd Street, containing 38.7 acres. Montevallo is located between 156th Avenue NE and a point 992.57 feet west thereof; and between the north City limits and a point 659.39 feet south thereof, containing 16.5 acres.

Lead Agency:

Department of Community Development, City of Woodinville, Washington, 17301 133rd Avenue NE, Woodinville, WA 98072 (425)489-2757.

REVISED SCOPE: After considering written comments, verbal comments received at a meeting held on October 28, 2004, and based on further analysis, the lead agency has revised the scope of the EIS, identifying the following areas for discussion in the EIS.

1. Earth (soil stability/sand layer, seismic hazards, erosion potential)
2. Water (surface water, ground water/seepage, water runoff)
3. Plants (threatened or endangered species, habitat)
4. Animals (threatened or endangered species, habitat, migration routes)
5. Land and Shoreline Use (plans and policies, neighborhood character, open space environmentally sensitive areas)
6. Transportation (existing and proposed street system, motorized traffic, non-motorized traffic/pedestrian movement/school safe walk routes, safety hazards)
7. Public Services (parks and recreation)

Responsible official: Ray Sturtz
Position/title: SEPA Official
Contact Person: Dick Fredlund
Phone: 425-489-2757 ext. 2247

Address: Community Development Department, City of Woodinville, 17301 – 133rd Avenue NE, Woodinville, WA 98072

Date: December 20, 2004

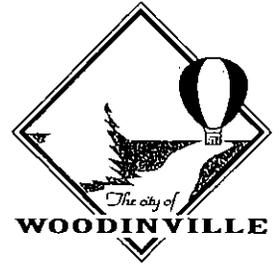
Signature: 
Ray Sturtz, SEPA Official

Appeal:

There is no agency appeal.

EXHIBIT 31
PAGE 1 OF 1

CITY OF WOODINVILLE
17301 133rd Avenue NE
WOODINVILLE, WA. 98072
NOTICE OF APPLICATION-
COMMENT PERIOD EXTENSION
PROJECT: Montevallo



"Citizens, business and local government,
a community commitment to our future."

File Number: PPA2004-093/ZMA2004-094
Applicant / Contact: Phoenix Development, Inc./Loree Quade
Date of Application: November 8, 2004
Date of Completion of Application: November 23, 2004
Proposal Location: South of NE 205th Street and West of 156th Avenue NE, Woodinville, King County, Washington
Parcel Number(s): 8078700010, 8078700020, 8078700030, 8078700040 and 8078700050
Proposed Project Action: Proposed subdivision of 16.5 acres into 66 Single Family lots (concurrent with a proposed zoning map amendment from R1- to R4).
Project Permits and / or Studies requested under RCW36.70B.070: N/A
Other Permits: SEP2004-095
Threshold Determination: Determination of Significance, October 11, 2004
(if complete at time of issuance of NOA)
Determination of Consistency: To be determined
Hearing Date & Time (if applicable): To be determined
Hearing Location: Council Chambers, City of Woodinville

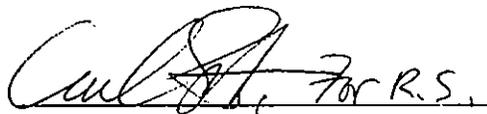
Copies of all application documents and/or environmental studies that evaluate the proposed project are available for review at City Hall.

This notice of application is issued under Woodinville Municipal Code Chapter 17.11.010; the City will not act on this proposal for 14 days following the date of notice of application. During this period, any interested party may submit written comments and/or appeal procedures. All interested parties are encouraged to participate in any hearings and may request a copy of the decision. **NOTE: the Public Comment Period has been extended by two weeks to January 17, 2005.**

If you have any questions, please contact Dick Fredlund at (425) 489-2757 ext. 2247.

Date of the Notice of Application: January 10, 2005
RESPONSIBLE OFFICIAL: Ray Sturtz
POSITION/TITLE: Planning Director
ADDRESS: 17301 133rd Avenue NE
Woodinville, WA 98072

SIGNATURE:

 For R.S.

DATE: January 10, 2005

RECEIVED

Received Stamp

MAP 2 of 2005

CITY OF WOODINVILLE
PLANNING DEPARTMENT

CITY OF WOODINVILLE
DEPARTMENT OF PLANNING & COMMUNITY
DEVELOPMENT

EXHIBIT 32

PAGE 1 OF 1

GENERAL APPLICATION FORM

File #	2005-010
Application Type	EIS
TRC III Date	
Fee Paid	26,800
Date Rec'd	3/29/05

GENERAL INFORMATION:

Name of Development/Project: Wood Tralls & Montevallo (Environmental Impact Statement)

Applicant Name: Phoenix Development

Applicant Address: 16108 Ash Way, Suite 201 Lynnwood, WA 98037

Phone Number: 425-275-5306 (Loree Quade) Project Manager

Description of Proposed Action: Environmental Impact Statement

OTHER PERMITTING INFORMATION:

Are you applying for a consolidated permit review? YES NO
(Consolidated Permit Reviews require all applications be submitted concurrently.)

If yes, what other permits/applications are you submitting at this time? All Permits previously submitted

PROPERTY INFORMATION:

Location of Subject Property: South of NE 205th St. and West of 156th Ave. NE

Legal Description: See Attached

Tax Parcel Number: See Attached	¼ Sec.: NW	Sec.: 02	Twn.: 26	Range: 05
Size (ac/sq ft): 16.5 acres	Comp. Plan Designation: Low-Density Resid.		Zone: R-1	

Current Use: Single Family Residences and outbuildings

Are there Sensitive Areas on Property Yes. Please list the size (ac/sq ft): 1.63 acres No

SIGNATURE OF ALL PERSONS WITH AN INTEREST IN THE PROPERTY

AUTHORIZATION TO FILE: Phoenix Development, Inc.

Name: Loree Quade - Project Manager	Name:
Signature: Loree Quade	Signature:
Tax No. or Lot & Subdivision: See Attached	Tax No. or Lot & Subdivision:
<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date:	<input type="checkbox"/> Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Option Purchaser (Owners signature also required) Option Expiration Date:

CERTIFICATION:

I certify that the information and exhibits herewith submitted are true and correct to the best of my knowledge and that I am to file this application and act on behalf of the signatories of the above authorization.

Signature: Loree Quade Date: 3/29/05

NOTICE OF DRAFT ENVIRONMENTAL STATEMENT (DEIS)
AVAILABILITY FOR WOOD TRAILS AND MONTEVALLO
PRELIMINARY PLATS



"Citizens, business and local government;
a community commitment to our future."

Threshold Determination: Draft Environmental Impact Statement
Date of Issuance: January 17, 2006
File Number: SEP2004-055, PPA2004-056 and PPA2004-093
Applicant: Phoenix Development, Inc.
Contact Person: Loree Quade

Proposal Location: Wood Trails is located between 148th Avenue NE and a point 659.39 feet west of 148th Avenue NE and between NE 195th Street and the center line of NE 201st Street; and between 148th Avenue NE and a point 997.24 feet west thereof; and between the centerline of NE 201st Street and a point 360 feet north of the center line of NE 202nd Street, containing 38.7 acres; Montevallo is located between 156th Avenue NE and a point 992.57 feet west thereof; and between the north City limits and a point 659.39 feet south thereof, containing 16.5 acres, Woodinville, King County, Washington

S/T/R: NE 03/26/05

Proposal Description: The applicant, Phoenix Development, has submitted preliminary plat applications for two sites in the Wellington neighborhood of Woodinville. The first preliminary plat, Wood Trails (PPA2004-056) is a 66-lot plat on a 38.7 acre site zoned R-1 (Residential - 1 dwelling unit per acre). The second preliminary plat, Montevallo (PPA2004-093), is a 66-lot plat on a 16.5-acre site, also zoned R-1. The applicant has submitted a rezone request to rezone both sites to R-4 (Residential - 4 dwelling units per acre).

Lead Agency: City of Woodinville

In accordance with Chapter 197-11 Washington Administrative Code and rules adopted by the City of Woodinville that implement SEPA, notice is hereby given that the City of Woodinville has completed and issued a Draft Environmental Impact Statement (EIS) concerning the proposed *Wood Trails and Montevallo Subdivisions*. The Draft EIS provides analysis of potential impacts based on the range of environmental parameters identified through the scoping process.

The public comment period associated with this Draft EIS is

January 17, 2006 to 5:00 PM on March 3, 2006.

In order to provide an opportunity to present comments concerning this Draft EIS – in addition to submittal of written comments – a public meeting is scheduled for:

Thursday, February 16, 2006 from 7:00 to 9:00 PM
Woodinville City Hall
17301 133rd Avenue N.E.
Woodinville, Washington

This Draft EIS can be reviewed at the following locations:

- **City of Woodinville Community Development Department**
Woodinville City Hall
17301 133rd Avenue N.E.
Woodinville, Washington

- **King County Library, Woodinville Branch**
17105 Avondale Road, N.E.
Woodinville, WA 98072

- **King County Library, Kingsgate Branch**
12315 NE 143rd St.
Kirkland, WA 98034

Copies may be printed and purchased at the Kinko's Copies outlet in Woodinville, 13620 N.E. 175th Street, Suite 110, or reproduced on compact disc (CD) for the cost of reproduction.

Any questions regarding the Environmental Impact Statement should be directed to Project Planner, Dick Fredlund, at (425) 489-2757 ext. 2247

SEPA OFFICIAL: Ray Sturtz
POSITION/TITLE: Director of Community Development
ADDRESS: 17301 133rd Avenue NE
Woodinville, WA 98072

SIGNATURE:



DATE: January 17, 2006



*"Citizens, business and local government;
a community commitment to our future."*

Subject: Draft Environmental Impact Statement for Proposed Subdivisions of Wood Trails (File No.PPA2004-056) and Montevallo (File No.PPA2004-093)

To Whom It May Concern:

The following is a Draft Environmental Impact Statement (Draft EIS) for the proposed preliminary plats of Wood Trails and Montevallo. Each proposed subdivision contains 66 lots, and each requires a rezone from R-1 zoning to a proposed R-4 zone. Both proposed plats are located in the West Wellington neighborhood of Woodinville. Both plats are proposed by Phoenix Development, Inc..

Because both plats are in the same neighborhood and were submitted by the same proponent, the City has decided to consider the impacts of both plats in this EIS.

Key environmental issues identified by the City for analysis in the EIS are as follows:

- Soil stability/sand layer, seismic hazards and erosion potential associated with development of Wood Trails.
- Surface water, ground water/seepage and water runoff associated with development of Wood Trails and Montevallo.
- Wildlife, threatened or endangered species, habitat and migration routes associated with development of Wood Trails and Montevallo.
- Land use, plans and policies, neighborhood character, open space and environmentally sensitive areas associated with development of Wood Trails and Montevallo.
- Transportation, existing and proposed street system, motorized traffic, non-motorized traffic/pedestrian movement/school safe walk routes and safety hazards associated with development of Wood Trails and Montevallo.
- Parks and recreation associated with development of Wood Trails and Montevallo.

Alternatives to the combined 132-lot proposal that were identified for evaluation in the Draft EIS are:

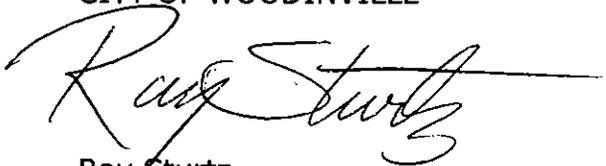
- Development at the current R-1 zoning with individual septic systems, like the existing land uses in the Wellington Hills neighborhood.
- Development of attached housing (townhomes) on the Wood Trails property, with single-family lots on the Montevallo property.
- No development on either site, which is referred to as the "No Action Alternative".

Comments on the Draft EIS should be sent by mail to the City of Woodinville Community Development Department, Attention Dick Fredlund, 17301 133rd Avenue NE, Woodinville, WA 98072 or by email to dickf@ci.woodinville.wa.us. All comments must be in writing, and must be received by 5 PM on March 3, 2006 (the end of Draft EIS comment period, which allows 15 days in addition to the required 30-day review period). The City will hold an optional public meeting to receive additional comments on February 16, 2006 at 7 PM, at Woodinville City Hall.

Consistent with guidance in the SEPA rules, comments should be as specific as possible and address the adequacy of the environmental document, the merits of the alternatives discussed, or both. The Final EIS, which will be published in the late winter or early spring of 2006, will include responses to all issues raised in comments on the Draft EIS. The Final EIS may address additional alternatives to the proposal (such as for site design and/or access), may contain additional environmental analysis, if warranted, and will describe any changes to the Proposed Action that have occurred.

Questions about the proposals, or about the EIS process, may be directed to Dick Fredlund at the same address, or by phone at (425) 489-2757 ext. 2247.

Sincerely,
CITY OF WOODINVILLE



Ray Sturtz
Director, Community Development Department

EXHIBIT 34
PAGE 1 OF 1

Vol. 30 No. 15

13342 NE 175th • P.O. Box 587, Woodinville, WA 98072 • (425) 483-0606 • FAX (425) 486-7593 • www.ljnews.com

January 16, 2006

The Woodinville WEEKLY

U.S. Mail delivered to all Woodinville and Kingsgate residences. Carrier delivered to English Hill. Combined circulation: 30,000

CITY OF WOODINVILLE NOTICE OF DRAFT ENVIRONMENTAL STATEMENT (DEIS) AVAILABILITY FOR WOOD TRAILS AND MONTEVALLO PRELIMINARY PLATS

PROJECT: Wood Trails/Montevallo
Threshold Determination: Draft Environmental Impact Statement
Date of Issuance: January 17, 2006
File Numbers: SEP2004-055, PPA2004-056 and PPA2004-093
Applicant/Contact: Phoenix Development, Inc./Loree Quade
Proposal Location: Wood Trails is located between 148th Avenue NE and a point 659.39 feet west of 148th Avenue NE and between NE 195th Street and the center line of NE 201st Street; and between 148th Avenue NE and a point 997.24 feet west thereof; and between the centerline of NE 201st Street and a point 360 feet north of the center line of NE 202nd Street, containing 38.7 acres; Montevallo is located between 156th Avenue NE and a point 992.57 feet west thereof; and between the north City limits and a point 659.39 feet south thereof, containing 16.5 acres. Woodinville, King County, Washington, Woodinville, King County, Washington
S/T/R: NE 03/26/05

Proposal Description: The applicant, Phoenix Development, has submitted preliminary plat applications for two sites in the Wellington neighborhood of Woodinville. The first preliminary plat, Wood Trails (PPA2004-056) is a 66-lot plat on a 38.7 acre site zoned R-1 (Residential - 1 dwelling unit per acre). The second preliminary plat, Montevallo (PPA2004-093), is a 66-lot plat on a 16.5-acre site, also zoned R-1. The applicant has submitted a rezone request to rezone both sites to R-4 (Residential - 4 dwelling units per acre).

Lead Agency: City of Woodinville
 In accordance with Chapter 197-11 Washington Administrative Code and rules adopted by the City of Woodinville that implement SEPA, notice is hereby given that the City of Woodinville has completed and issued a Draft Environmental Impact Statement (EIS) concerning the proposed Wood Trails and Montevallo Subdivisions. The Draft EIS provides analysis of potential impacts based on the range of environmental parameters identified through the scoping process. The public comment period associated with this Draft EIS is **January 17, 2006 to 5:00 PM on March 3, 2006.**

In order to provide an opportunity to present comments concerning this Draft EIS - in addition to submittal of written comments - a public meeting is scheduled for:

Thursday, February 16, 2006 from 7:00 to 9:00 PM
Woodinville City Hall
17301 133rd Avenue N.E.
Woodinville, Washington

This Draft EIS can be reviewed at the following locations:

- City of Woodinville Community Development Department
 Woodinville City Hall
 17301 133rd Avenue N.E.
 Woodinville, Washington
- King County Library, Woodinville Branch
 17105 Avondale Road, N.E.
 Woodinville, WA 98072
- King County Library, Kingsgate Branch
 12315 NE 143rd St.
 Kirkland, WA 98034

Copies may be printed and purchased at the Kinko's Copies outlet in Woodinville, 13620 N.E. 175th Street, Suite 110, or reproduced on compact disc (CD) for the cost of reproduction.

Any questions regarding the Environmental Impact Statement should be directed to Project Planner, Dick Fredlund at (425) 489-757 ext. 2247

SEPA OFFICIAL: Ray Sturtz, Director of Community Development
ADDRESS: 17301 133rd Avenue NE, Woodinville, WA 98072

NOTE: To view a site map for this project, please visit our web site: www.ci.woodinville.wa.us/events/legal-notices.asp

Published January 16th, 2006

EXHIBIT 35

**Draft Environmental Impact Statement
And Appendices A-L
to big to scan**



"Citizens, business and local government;
a community commitment to our future."

**PLANNING DIRECTOR INTERPRETATION
REGARDING FINAL ENVIRONMENTAL IMPACT STATEMENT
APPEAL PROCEDURES**

AUTHORITY:

Pursuant to WMC 17.07.80, the Planning Director is authorized to issue official interpretations of all development regulations, as well as performing the function of SEPA Official for environmental review, per WMC 14.04.040 (adopted in 1998).

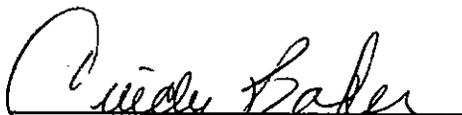
INTERPRETATION:

The Planning Director formally interprets WMC 14.04.260 as currently not allowing an administrative appeal. Administrative appeals for Final Environmental Impact Statements (FEIS) are to follow a formal procedure, which has not been established by the City. Therefore, adequacy of an FEIS is instead subject to judicial appeal in accordance with applicable state and local regulations.

APPEAL:

This interpretation is issued as a Type II decision pursuant to WMC 17.07.030, and is subject to appeal before the City of Woodinville Hearing Examiner. Any notice of appeal must be filed within 14 days of the issuance date of November 6, 2006 to the Planning Director.

Issued this 6th day of November, 2006


Cindy Baker, Planning Director
City of Woodinville

**OFFICIAL PLANNING DIRECTOR INTERPRETATION
REGARDING FEIS APPEAL PROCEDURES**

November 1, 2006

I. ACTION REQUIRING INTERPRETATION

The City received a letter from attorney J. Richard Aramburu dated September 22, 2006 requesting a formal interpretation of Section 14.04.260 of the Woodinville Municipal Code (WMC). Specifically, Mr. Aramburu has inquired as to whether the City's SEPA regulations allow the adequacy of a final environmental impact statement (FEIS) to be appealed administratively. Mr. Aramburu represents the Concerned Neighbors of Wellington, and his September 22, 2006 letter references the proposed Wood Trails/Montevallo development applications currently pending before the City.

II. AUTHORITY

Pursuant to WMC 17.07.080, the Planning Director is authorized to issue official interpretations of all development regulations. The Planning Director also serves as the City's responsible official for purposes of SEPA review. *See* WMC 14.04.040. Procedural SEPA determinations made by the City's responsible official "shall carry substantial weight in any appeal proceeding." WMC 14.04.260(7).

III. DISCUSSION

Local agencies may, but are not required to, provide for administrative appeals of SEPA determinations in their local procedures. *See* WAC 197-11-680(3)(a). Such appeals are allowed only with respect to final threshold determinations and/or final EISs. *See* WAC 197-11-680(3)(a)(iii). Significantly, in order for any administrative appeals of this type to apply, "[t]he agency must specify by rule, ordinance, or resolution that the appeals procedure is available." WAC 197-11-680(3)(a)(i). For purposes of the present inquiry, the critical issue concerns the extent to which the City of Woodinville has in fact specified "by rule, ordinance or resolution" that an FEIS may be appealed administratively.

The City's SEPA regulations are codified at Chapter 14.04 WMC. While additional references to SEPA may be located in other WMC Chapters, none of these code provisions clearly creates an administrative appeals process for FEISs. The City has likewise adopted no uncodified rule or resolution that establishes or otherwise governs SEPA appeals. Thus, to the extent that the City has in fact provided for the adequacy of FEISs to be administratively challenged, this authority must exist — if at all — within Chapter 14.04 WMC.

WMC 14.04.260 governs appeals of SEPA determinations. Summarized, this code provision: (1) requires consolidation of SEPA appeals with appeals concerning the underlying government action, (2) limits the number of appeal proceedings regarding procedural determinations, (3) establishes appeal deadlines and notice procedures, (4) provides for the creation of an

administrative record, and (5) prohibits issuance of development permits for projects under environmental review until expiration of the relevant appeal period. For purposes of this official interpretation, the critical provision of WMC 14.04.260 is subsection (4), under which the City establishes its “administrative appeal procedures” with respect to SEPA:

Any agency or person may appeal the City’s procedural compliance with Chapter 197-11 WAC for issuance of the following determinations:

- (a) A Final DNS or Mitigated DNS (MDNS) Made Prior to Project Permit Decision. . . .
-
- (b) A Final DNS or Mitigated DNS (MDNS) Made with Project Permit Decision. . . .
-
- (c) A Final Determination of Significance. . . .
-

Omitted from this enumerated list is any express reference to final environmental impact statements as a separate category of administratively appealable SEPA determination. In contrast to the clearly defined appeal authority, hearing procedures and filing deadlines established for DNSs, MDNSs and DSs, WMC 14.04.260(4) contains no corollary provisions with respect to FEISs. Under the *expressio unius est exclusio alterius* maxim of statutory construction (“the expression of one implies the exclusion of the other”)¹, the apparent effect and intent of WMC 14.04.260 is *not* to provide for administrative appeals of this type.

The two generic references to FEISs within WMC 14.04.260 do not alter this conclusion. The first reference, WMC 14.04.260(2), provides that “[t]he City shall not allow more than one City appeal proceeding on a procedural determination (the adequacy of a determination of significance/nonsignificance *or of a final EIS*.” (Emphasis added.) This provision merely parrots the relevant state SEPA statute, and reiterates that the City’s local appeal procedures may not provide for multiple opportunities to administratively challenge the same environmental determination. *See* RCW 43.21C.075(3)(a). The second reference, WMC 14.04.260(4)(c), states that after a DS is appealed, “[a] subsequent open record hearing may be held on the underlying action and accompanying SEPA documents (*including an FEIS, if one is prepared*), and SEPA substantive determinations.” (Emphasis added.) Neither of the above provisions expressly states that an FEIS may be administratively appealed, or — unlike the code’s clear provisions for DNSs, MDNSs and DSs — establishes hearing procedures or appeal deadlines specific to this category of SEPA document.

WMC 14.04.260 was adopted in 1998. Since that time, the City has never processed nor allowed an administrative appeal of an FEIS.

¹ *See, e.g., Landmark Dev., Inc. v. City of Roy*, 138 Wn.2d 561, 571, 980 P.2d 1234 (1999). “Legislative inclusion of certain items in a category implies that other items in that category are intended to be excluded.” *Id.* (citing *Bour v. Johnson*, 122 Wn.2d 829, 836, 864 P.2d 380 (1993)).

IV. FINDINGS

Based upon the relevant WMC, RCW and WAC provisions cited above, the Planning Director hereby enters the following findings and conclusions:

1. The City received a letter from J. Richard Aramburu dated September 22, 2006, requesting a formal interpretation regarding the extent to which WMC 14.04.260 allows final environmental impact statements to be appealed administratively.
2. The Planning Director serves as the City's responsible official for purposes of SEPA, and is authorized to issue official interpretations of the City's development regulations. Procedural determinations of the SEPA responsible official are entitled to substantial weight in any appeal proceeding.
3. Pursuant to WAC 197-11-680(3)(a)(i), if a local agency provides for administrative appeals of SEPA determinations, the agency must specify by rule, ordinance or resolution that the appeals procedure is available.
4. The City's SEPA procedures are codified at Chapter 14.04 WMC.
5. WMC 14.04.260, the code provision governing SEPA appeals, specifically lists Determinations of Nonsignificance, Mitigated Determinations of Nonsignificance and Determinations of Significance as administratively appealable determinations, and sets forth hearing procedures and filing deadlines for each of these decision categories.
6. WMC 14.04.260 omits FEISs from the list of administratively appealable SEPA determinations, and does not set forth hearing procedures or filing deadlines for this category of decision. No other provision of the WMC expressly provides that an FEIS may be appealed administratively.
7. Since WMC 14.04.260 was adopted in 1998, the City has never allowed an FEIS to be appealed administratively.
8. The City has not specified by rule, ordinance or resolution that an FEIS may be administratively appealed.

V. INTERPRETATION

Based upon the findings and conclusions set forth above, the Planning Director formally interprets WMC 14.04.260 as not establishing an administrative appeal procedure for final environmental impact statements. The adequacy of an FEIS is instead subject to judicial appeal in accordance with applicable state and local regulations.

VI. APPEAL

This interpretation is issued as a Type II project permit pursuant to WMC 17.07.030, and is subject to appeal before the City of Woodinville Hearing Examiner. Any notice of appeal must be filed within 14 days of November 6, 2006.

Issued this 1 day of November, 2006.


Cindy Baker, Planning Director
City of Woodinville

- Attachments: (1) WMC 14.04.260
(2) WAC 197-11-680
(3) Letter from J. Richard Aramburu (September 22, 2006)

Examiner within 14 days of the date the DNS or MDNS becomes final. The appeal period shall be extended an additional seven days if State or local rules adopted pursuant to Chapter 43.21C RCW (SEPA) allow public comment on a DNS issued as part of the appealable decision.

(b) A Final DNS or Mitigated DNS (MDNS) Made with Project Permit Decision. An appeal of the DNS or MDNS must be made to the Hearing Examiner within 14 days of the date the DNS or MDNS becomes final. The appeal period shall be extended an additional seven days if State or local rules adopted pursuant to Chapter 43.21C RCW (SEPA) allow public comment on a DNS issued as part of the appealable decision. The appeal is heard as an open record hearing by the Hearing Examiner, together with an appeal on the underlying governmental action; provided, that if an open record predecision hearing has already been held, the Hearing Examiner shall hear the appeal as a closed record appeal.

(c) A Final Determination of Significance (DS). An appeal of the DS must be made to the Hearing Examiner within 14 days of the date the DS becomes final. The appeal is heard as an open record hearing by the Hearing Examiner. A subsequent open record hearing may be held on the underlying action and accompanying SEPA documents (including an EIS, if one is prepared), and SEPA substantive determinations.

(5) For any appeal under this section, the City shall provide for a record that shall consist of the following:

- (a) Finding and conclusions;
- (b) Testimony under oath; and
- (c) A taped or written transcript.

(6) The City may require the applicant to provide an electronic transcript.

(7) The procedural determination by the City's responsible official shall carry substantial weight in any appeal proceeding.

(8) No permit shall be issued which would allow construction, demolition, grading, or other direct modification of the physical environment until expiration of the period for filing a notice of appeal, and until any appeal shall have been finalized at the Hearing Examiner level.

(9) The City shall give official notice whenever it issues a permit or approval for which a statute or ordinance establishes a time limit for commencing judicial appeal. The following permits or approvals require official notice: all actions of the City Council, a City official, the Hearing Examiner, or any board or commission for which no further

administrative appeal is provided. (Ord. 204 § 2, 1998)

14.04.270 Notice/statute of limitations.

(1) The City, applicant, or proponent of an action may publish a notice of action pursuant to RCW 43.21C.080 for any action.

(2) The form of the notice shall be substantially in the form provided in WAC 197-11-990. The notice shall be published by the City Clerk, applicant or proponent pursuant to RCW 43.21C.080. (Ord. 204 § 2, 1998)

14.04.280 Definitions – Adoption by reference.

The City adopts the following sections of Chapter 197-11 WAC, as now existing or hereinafter amended, by reference:

- WAC
- 197-11-700 Definitions.
 - 197-11-702 Act.
 - 197-11-704 Action.
 - 197-11-706 Addendum.
 - 197-11-708 Adoption.
 - 197-11-710 Affected tribe.
 - 197-11-712 Affecting.
 - 197-11-714 Agency.
 - 197-11-716 Applicant.
 - 197-11-718 Built environment.
 - 197-11-720 Categorical exemption.
 - 197-11-721 Closed record appeal.
 - 197-11-722 Consolidated appeal.
 - 197-11-724 Consulted agency.
 - 197-11-726 Cost-benefit analysis.
 - 197-11-728 County/city.
 - 197-11-730 Decisionmaker.
 - 197-11-732 Department.
 - 197-11-734 Determination of nonsignificance (DNS).
 - 197-11-736 Determination of significance (DS).
 - 197-11-738 EIS.
 - 197-11-740 Environment.
 - 197-11-742 Environmental checklist.
 - 197-11-744 Environmental document.
 - 197-11-746 Environmental review.
 - 197-11-750 Expanded scoping.
 - 197-11-752 Impacts.
 - 197-11-754 Incorporation by reference.
 - 197-11-756 Lands covered by water.
 - 197-11-758 Lead agency.
 - 197-11-760 License.
 - 197-11-762 Local agency.
 - 197-11-764 Major action.
 - 197-11-766 Mitigated DNS.
 - 197-11-768 Mitigation.

- (vi) Ord. No. 33 – Official Street Plan;
- (vii) Ord. No. 35 – Hazardous Waste*;
- (viii) Res. No. 93-20 – Surface Water Management;
- (ix) Ord. No. 35 – Washington State Energy Code*;
- (x) Res. No. 93-11 – Solid Waste Management;
- (xi) Ord. No. 40 – Emergency Management;
- (xii) Ord. No. 34 – Capital Improvement Plan;
- (xiii) Ord. No. 37 – Establishing a Permit System for Moving Buildings;
- (xiv) Ord. No. 39 – Establishing Regulations for Sidewalks;
- (xv) Ord. No. 49 – Adopting Street and Construction Standards;
- (xvi) Ord. No. 50 – Designating Street Classifications;
- (xvii) Ord. No. 59 – Establishing Street Vacations, Notice, Fees, and Conditions;
- (xviii) Ord. No. 69 – Adopting State Highway Access Management Class System;
- (xix) Ord. No. 73 – Adopting a Commute Trip Reduction Plan (CTR);
- (xx) Ord. No. 84 – Adopting 1993 Comprehensive Sewer Plan of Woodinville Water District;
- (xxi) Ord. No. 93 – Adopting Washington Model Traffic Ordinance;
- (xxii) Ord. No. 99 – Regulating SOB;
- (xxiii) Ord. No. 101 – Amending Zoning Code SOB Overlay*;
- (xxiv) Ord. No. 103 – Regulations for Planting of Public Trees;
- (xxv) Ord. No. 112 – Adopting Interim Design Principles;
- (xxvi) Ord. No. 121 – Building, Mechanical, Plumbing, Electrical Codes;
- (xxvii) Ord. No. 134 – Fire Code;
- (xxviii) Ord. No. 143 – Regulatory Reform;
- (xxix) Ord. No. 157 – GMA Comprehensive Plan;
- (xxx) Ord. No. 173 – Shoreline Master Program;
- (xxxi) Ord. No. 175 – GMA Development Regulations.

(5) Except for permits and variances issued pursuant to WMC Title 24, Shoreline Management, when any proposal or action not requiring a decision of the City's Hearing Examiner is conditioned or denied on the basis of SEPA by a non-elected official, the decision shall be appealable to

the City's Hearing Examiner. Such appeal may be perfected by the proponent or any aggrieved party by giving notice to the responsible official within 10 days of the decision being appealed. Review by the Hearing Examiner shall be on a de novo basis. (Ord. 204 § 2, 1998)

*Code reviser's note: Ord. 121 repeals Ord. 35. Ord. 175 repeals Ord. 101; refer to the land use map.

14.04.260 Appeals.

(1) Unless otherwise provided by this section:

(a) Appeals under this chapter shall be of the governmental action together with its accompanying environmental determinations and shall be heard by the Hearing Examiner as the decision-maker of the highest level of review;

(b) Appeals of environmental determinations made (or lacking) under this chapter shall be commenced within the time required to appeal the governmental action which is subject to the environmental review.

(2) The City shall not allow more than one City appeal proceeding on a procedural determination (the adequacy of a determination of significance/nonsignificance or of a final EIS).

(3) The City shall consolidate an appeal of procedural issues and of substantive determinations made under this chapter (such as a decision to require particular mitigation measures or to deny a proposal) with a hearing or appeal on the underlying governmental action by providing for a single simultaneous hearing before the Hearing Examiner to consider the City's decision on a proposal and any environmental determinations made under this chapter.

(4) The City establishes the following administrative appeal procedures: Appeals to SEPA decisions are heard by the Hearing Examiner. For SEPA decision appeals made prior to project decision, only one open record public hearing before the Hearing Examiner will be held for both the SEPA appeal and the project permit. The Hearing Examiner shall be the responsible authority for both the SEPA appeal decision and the project permit decision. This includes project permits that would otherwise be heard by another decision-maker, such as the Planning Director or City Council. Any agency or person may appeal the City's procedural compliance with Chapter 197-11 WAC for issuance of the following determinations:

(a) A Final DNS or Mitigated DNS (MDNS) Made Prior to Project Permit Decision. An appeal of the DNS or MDNS made prior to the final permit decision must be made to the Hearing

(3) When a decision maker considers a final decision on a proposal:

(a) The alternatives in the relevant environmental documents shall be considered.

(b) The range of alternative courses of action considered by decision makers shall be within the range of alternatives discussed in the relevant environmental documents. However, mitigation measures adopted need not be identical to those discussed in the environmental document.

(c) If information about alternatives is contained in another decision document which accompanies the relevant environmental documents to the decision maker, agencies are encouraged to make that information available to the public before the decision is made.

[Statutory Authority: RCW 43.21C.110. 84-05-020 (Order DE 83-39), § 197-11-655, filed 2/10/84, effective 4/4/84.]

197-11-660

Substantive authority and mitigation.

(1) Any governmental action on public or private proposals that are not exempt may be conditioned or denied under SEPA to mitigate the environmental impact subject to the following limitations:

(a) Mitigation measures or denials shall be based on policies, plans, rules, or regulations formally designated by the agency (or appropriate legislative body, in the case of local government) as a basis for the exercise of substantive authority and in effect when the DNS or DEIS is issued.

(b) Mitigation measures shall be related to specific, adverse environmental impacts clearly identified in an environmental document on the proposal and shall be stated in writing by the decision maker. The decision maker shall cite the agency SEPA policy that is the basis of any condition or denial under this chapter (for proposals of applicants). After its decision, each agency shall make available to the public a document that states the decision. The document shall state the mitigation measures, if any, that will be implemented as part of the decision, including any monitoring of environmental impacts. Such a document may be the license itself, or may be combined with other agency documents, or may reference relevant portions of environmental documents.

(c) Mitigation measures shall be reasonable and capable of being accomplished.

(d) Responsibility for implementing mitigation measures may be imposed upon an applicant only to the extent attributable to the identified adverse impacts of its proposal. Voluntary additional mitigation may occur.

(e) Before requiring mitigation measures, agencies shall consider whether local, state, or federal requirements and enforcement would mitigate an identified significant impact.

(f) To deny a proposal under SEPA, an agency must find that:

(i) The proposal would be likely to result in significant adverse environmental impacts identified in a final or supplemental environmental impact statement prepared under this chapter; and

(ii) Reasonable mitigation measures are insufficient to mitigate the identified impact.

(g) If, during project review, a GMA county/city determines that the requirements for environmental analysis, protection, and mitigation measures in the GMA county/city's development regulations or comprehensive plan adopted under chapter 36.70A RCW, or in other applicable local, state or federal laws or rules, provide adequate analysis of and mitigation for the specific adverse environmental impacts of the project action under RCW 43.21C.240, the GMA county/city shall not impose additional mitigation under this chapter.

(2) Decision makers should judge whether possible mitigation measures are likely to protect or enhance environmental quality. EISs should briefly indicate the intended environmental benefits of mitigation measures for significant impacts (WAC 197-11-440(6)). EISs are not required to analyze in detail the environmental impacts of mitigation measures, unless the mitigation measures:

(a) Represent substantial changes in the proposal so that the proposal is likely to have significant adverse

environmental impacts, or involve significant new information indicating, or on, a proposal's probable significant adverse environmental impacts; and

(b) Will not be analyzed in a subsequent environmental document prior to their implementation.

(3) Agencies shall prepare a document that contains agency SEPA policies (WAC 197-11-902), so that applicants and members of the public know what these policies are. This document shall include, or reference by citation, the regulations, plans, or codes formally designated under this section and RCW 43.21C.060 as possible bases for conditioning or denying proposals. If only a portion of a regulation, plan, or code is designated, the document shall identify that portion. This document (and any documents referenced in it) shall be readily available to the public and shall be available to applicants prior to preparing a draft EIS.

[Statutory Authority: 1995 c 347 (ESHB 1724) and RCW 43.21C.110. 97-21-030 (Order 95-16), § 197-11-680, filed 10/10/97, effective 11/10/97. Statutory Authority: RCW 43.21C.110. 84-05-020 (Order DE 83-39), § 197-11-680, filed 2/10/84, effective 4/4/84.]

197-11-680 Appeals.

(1) **Introduction.** Appeals provisions in SEPA are found in RCW 43.21C.060, 43.21C.075 and 43.21C.080. These rules attempt to construe and interpret the statutory provisions. In the event a court determines that these rules are inconsistent with statutory provisions, or with the framework and policy of SEPA, the statute will control. Persons considering either administrative or judicial appeal of any decision which involves SEPA at all are advised to read the statutory sections cited above.

(2) **Appeal to local legislative body.** RCW 43.21C.060 allows an appeal to a local legislative body of any decision by a local nonelected official conditioning or denying a proposal under authority of SEPA. Agencies may establish procedures for such an appeal, or may eliminate such appeals altogether, by rule, ordinance or resolution. Such appeals are subject to the restrictions in RCW 36.70B.050 and 36.70B.060 that local governments provide no more than one open record hearing and one closed record appeal for permit decisions.

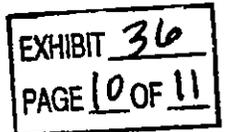
(3) Agency administrative appeal procedures.

(a) Agencies may provide for an administrative appeal of determinations relating to SEPA in their agency SEPA procedures. If so, the procedures must comply with the following:

- (i) The agency must specify by rule, ordinance, or resolution that the appeals procedure is available.
- (ii) Appeal of the intermediate steps under SEPA (e.g., lead agency determination, scoping, draft EIS adequacy) shall not be allowed.
- (iii) Appeals on SEPA procedures shall be limited to review of a final threshold determination and final EIS. These appeals may occur prior to an agency's final decision on a proposed action.
- (iv) An agency shall provide for only one administrative appeal of a threshold determination or of the adequacy of an EIS; successive administrative appeals on these issues within the same agency are not allowed. This limitation does not apply to administrative appeals before another agency.

(v) Except as provided in (a)(vi) of this subsection, the appeal shall consolidate any allowed appeals of procedural and substantive determinations under SEPA with a hearing or appeal on the underlying governmental action in a single simultaneous hearing before one hearing officer or body. The hearing or appeal shall be one at which the hearing officer or body will consider either the agency's decision or a recommendation on the proposed underlying governmental action. For example, an appeal of the adequacy of an EIS must be consolidated with a hearing or appeal on the agency's decision or recommendation on the proposed action, if both proceedings are allowed in agency procedures. If an agency does not provide for a hearing or appeal on the underlying governmental action (either a hearing on the agency's recommendation or an agency appeal hearing after the decision is made), the agency may not hold a SEPA administrative appeal, except as allowed under (a)(vi) of this subsection.

(vi) The following appeals of SEPA procedural or substantive determinations need not be consolidated with a hearing or appeal on the underlying governmental action:



(A) An appeal of a determination of significance;

(B) An appeal of a procedural determination made by an agency when the agency is a project proponent, or is funding a project, and chooses to conduct its review under SEPA, including any appeals of its procedural determinations, prior to submitting an application for a project permit. Subsequent appeals of substantive determinations by an agency with jurisdiction over the proposed project shall be allowed under the SEPA appeal procedures of the agency with jurisdiction;

(C) An appeal of a procedural determination made by an agency on a nonproject action; and

(D) An appeal to the local legislative authority under RCW 43.21C.060 or other applicable state statutes.

(vii) If a county/city to which RCW 36.70B.110 applies provides for an administrative appeal, any such appeal of a procedural or substantive determination under SEPA issued at the same time as the decision on a project action shall be filed within fourteen days after a notice of decision under RCW 36.70B.130 or after other notice that the decision has been made and is appealable. In order to allow public comment on a DNS prior to requiring an administrative appeal to be filed, this appeal period shall be extended for an additional seven days if the appeal is of a DNS for which public comment is required under this chapter or under county/city rules adopted under SEPA. For threshold determinations issued prior to a decision on a project action, any administrative appeal allowed by a county/city shall be filed within fourteen days after notice that the determination has been made and is appealable. Nothing in this subsection alters the requirements of (a)(v) and (vi) of this subsection.

(viii) Agencies shall provide that procedural determinations made by the responsible official shall be entitled to substantial weight.

(b) Agencies providing for administrative appeals shall provide for a record as required by RCW 43.21C.075 (3)(c).

(c) If an agency provides an administrative appeal procedure, that procedure must be used before anyone may initiate judicial review of any SEPA issue that could have been reviewed under the agency procedures.

(4) Judicial appeals.

(a) SEPA authorizes judicial appeals of both procedural and substantive compliance with SEPA.

(b) When SEPA applies to a decision, any judicial appeal of that decision potentially involves both those issues pertaining to SEPA (SEPA issues) and those which do not (non-SEPA issues). RCW 43.21C.075 establishes time limits for raising SEPA issues, but says that existing statutes of limitations control the appeal of non-SEPA issues. The statute contemplates a single lawsuit.

(c) If there is a time limit established by statute or ordinance for appealing the underlying governmental action, then appeals (or portions thereof) raising SEPA issues must be filed within such time period.

(d) The notice of action procedures of RCW 43.21C.080 may still be used. If this procedure is used, then the time limits for judicial appeal specified in RCW 43.21C.080 shall apply, unless there is a time limit established by statute or ordinance for appealing the underlying governmental action. If so, the time limit for appeal of SEPA issues shall be the time limit in the statute or ordinance for the underlying governmental action. If the proposal requires more than one governmental decision that will be supported by the same SEPA documents, then RCW 43.21C.080 still only allows one judicial appeal of procedural compliance with SEPA, which must be commenced within the applicable time to appeal the first governmental decision.

(e) If the time limit established by statute or ordinance for appealing the underlying governmental action is less than fifteen days, then the notice of action in RCW 43.21C.080(1) may be given by publishing once within that shorter time period, in a newspaper of general circulation in the area where the property that is the subject of the action is located, and meeting the other requirements of RCW 43.21C.080.

(f) If there is no time limit established by statute or ordinance for appeal, and the notice of action provisions are not used, then SEPA provides no time limit for judicial appeals. Appeal times may still be limited, however, by general statutes of limitation or the common law.

(g) For the purposes of this subsection, "a time limit established by statute or ordinance" does not include time limits established by the general statutes of limitation in chapter 4.16 RCW.

(5) Official notice of the date and place for commencing a judicial appeal.

(a) Official notice of the date and place for commencing an appeal must be given if there is a time limit established by statute or ordinance for commencing an appeal of the underlying governmental action. The notice shall include:

(i) The time limit for commencing appeal of the underlying governmental action and SEPA issues, and the statute or ordinance establishing the time limit; and

(ii) Where an appeal may be filed.

(b) Notice is given by:

(i) Delivery of written notice to the applicant, all parties to any administrative appeal, and all persons who have requested notice of decisions with respect to the particular proposal in question; and

(ii) Following the agency's normal methods of notice for the type of governmental action taken.

(c) Written notice containing the information required by subsection (5)(a) of this section may be appended to the permit, decision documents, or SEPA compliance documents or may be printed separately.

(d) Official notices required by this subparagraph shall not be given prior to final agency action.

[Statutory Authority: Chapter 43.21C RCW and 1997 c 429. 98-06-092 (Order 97-43), § 197-11-680, filed 3/4/98, effective 3/8/98. Statutory Authority: 1995 c 347 (ESHB 1724) and RCW 43.21C.110. 97-21-030 (Order 95-16), § 197-11-680, filed 10/10/97, effective 11/10/97. Statutory Authority: RCW 43.21C.110. 95-07-023 (Order 94-22), § 197-11-680, filed 3/6/95, effective 4/6/95; 84-05-020 (Order DE 83-39), § 197-11-680, filed 2/10/84, effective 4/4/84.]

197-11-700 Definitions.

(1) The terms used in these rules shall be uniform throughout the state as applied to SEPA (WAC 197-11-040). Agencies may add to certain of these definitions in their procedures, to help explain how they carry out SEPA, but shall not change these definitions (WAC 197-11-906).

(2) Unless the context clearly requires otherwise:

(a) Use of the singular shall include the plural and conversely.

(b) "Preparation" of environmental documents refers to preparing or supervising the preparation of documents, including issuing, filing, printing, circulating, and related requirements.

(c) "Impact" refers to environmental impact.

(d) "Permit" means "license" (WAC 197-11-760).

(e) "Commenting" includes but is not synonymous with "consultation" (Part Five).

(f) "Environmental cost" refers to adverse environmental impact and may or may not be quantified.

(g) "EIS" refers to draft, final, and supplemental EISs (WAC 197-11-405 and 197-11-738).

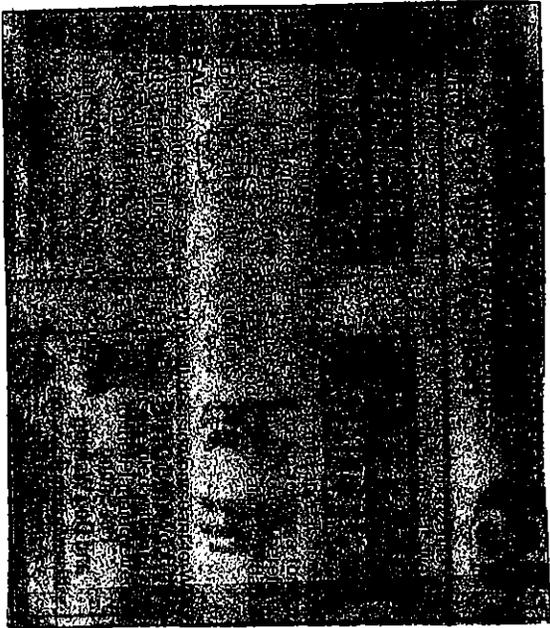
(h) "Under" includes pursuant to, subject to, required by, established by, in accordance with, and similar expressions of legislative or administrative authorization or direction.

(3) In these rules:

(a) "Shall" is mandatory.

(b) "May" is optional and permissive and does *not* impose a requirement.

(c) "Include" means "include but not limited to."



WOODINVILLE WEEKLY

U.S. Mail delivered to all Woodinville and Kingsgate residences. Carrier delivered to English Hill. Combined circulation: 30,000

November 6, 2006

WOODINVILLE, WA 98072

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NOTICE OF FINAL ENVIRONMENTAL STATEMENT (FEIS)
AVAILABILITY FOR WOOD TRAILS AND MONTEVALLO
PRELIMINARY PLATS



"Citizens, business and local government;
a community commitment to our future."

EXHIBIT	_____
PAGE	OF _____

Threshold Determination: Final Environmental Impact Statement
Date of Issuance: December 13, 2006
File Number: EIS2005-016, PPA2004-056 and PPA2004-093
Applicant/Contact: Phoenix Development, Inc./Loree Quade

Proposal Location: Wood Trails is located between 148th Avenue NE and a point 659.39 feet west of 148th Avenue NE and between NE 195th Street and the center line of NE 201st Street; and between 148th Avenue NE and a point 997.24 feet west thereof; and between the centerline of NE 201st Street and a point 360 feet north of the center line of NE 202nd Street, containing 38.7 acres; Montevallo is located between 156th Avenue NE and a point 992.57 feet west thereof; and between the north City limits and a point 659.39 feet south thereof, containing 16.5 acres, Woodinville, King County, Washington.

S/T/R: NE 03/26/05

Proposal Description: The applicant, Phoenix Development, has submitted preliminary plat applications for two sites in the Wellington neighborhood of Woodinville. The first preliminary plat, Wood Trails (PPA2004-056) is a 66-lot plat on a 38.7 acre site zoned R-1 (Residential - 1 dwelling unit per acre). The second preliminary plat, Montevallo (PPA2004-093), is a 66-lot plat on a 16.5-acre site, also zoned R-1. The applicant has submitted a rezone request to rezone both sites to R-4 (Residential - 4 dwelling units per acre).

Lead Agency: City of Woodinville

In accordance with Chapter 197-11 Washington Administrative Code and rules adopted by the City of Woodinville that implement SEPA, notice is hereby given that the City of Woodinville has completed and is issuing a Final Environmental Impact Statement (FEIS) concerning the proposed *Wood Trails and Montevallo Subdivisions*. The Final EIS provides analysis of potential impacts based on the range of environmental parameters identified through the scoping process.

A public hearing will be held for the preliminary plat and rezone applications and public notice of the hearing will occur at least 15 days prior to the hearing and will be published in the City's official newspaper, the Woodinville Weekly, as well as being posted and mailed to all parties as specified by WWC 17.11.030.

The Final EIS will be available to the general public on Wednesday, December 13, 2006. **Please see the News Release in the Woodinville Weekly dated December 11, 2006 for further detail.**

Any questions regarding the Environmental Impact Statement should be directed to Susie McCann, Acting Manager Plan Review and Inspections.

SEPA OFFICIAL: Cindy Baker, Director of Development Services.
ADDRESS: 17301 133rd Avenue NE, Woodinville, WA 98072
NOTE: To view a site map for this project, please visit our web site:
www.ci.woodinville.wa.us/events/legal-notices.asp

EXHIBIT	38
PAGE	1 OF 4

The FEIS will be available for public inspection at Woodinville City Hall, 17301-133rd Avenue NE, and the Woodinville Library, 17105 Avondale Road during regular business hours. A bound copy or CD can be purchased at the Woodinville branch of FedEx-Kinko's, 13620 NE 175th Street. The 3-volume document is also available on the City's website at <http://www.ci.woodinville.wa.us/events/EIS.asp>.

Any questions regarding the Environmental Impact Statement should be directed to Susie McCann, Acting Manager Plan Review and Inspections.

SEPA OFFICIAL: Cindy Baker
POSITION/TITLE: Director of Development Services
ADDRESS: 17301 133rd Avenue NE
Woodinville, WA 98072

SIGNATURE: *Cynthia Baker* **DATE:** December 13, 2006

EXHIBIT 38
PAGE 2 OF 4

December 18, 2006



*"Citizens, business and local government;
a community commitment to our future."*

To: Interested persons

Re: Wood Trails and Montevallo Subdivisions
Final Environmental Impact Statement

The Public Hearing before the City Hearing Examiner on the Preliminary Plat and Re-zone Applications for the Wood Trails and Montevallo Subdivisions has been rescheduled. The Public Hearing is now scheduled for 2 days, Wednesday, February 28th, 2007, and Thursday, March 1st, 2007, (7 p.m. to 10 p.m.), at Carol Edwards Center, gymnasium, 17401-133rd Avenue NE, Woodinville, WA 98072. Questions regarding the Public Hearing should be directed to Susie McCann, Manager (susiem@ci.woodinville.wa.us), phone #(425) 489-2754.

Since a number of citizens have raised questions regarding the time for filing an appeal of the Wood Trails and Montevallo Subdivisions Final Environmental Impact Statement, the following statement is issued as public information.

The State Environmental Protection Act ("SEPA") allows for administrative appeals at the local agency level and for judicial appeals of a Final Environmental Impact Statement ("FEIS").

The provision for an administrative appeal of a FEIS at the local agency level is not required under SEPA. The Development Services Director has recently issued an Administrative Interpretation of the Woodinville Environmental and Development Regulations and determined that there is no local ordinance providing for an administrative appeal of a FEIS. This means that a judicial appeal of the Wood Trails and Montevallo Subdivisions FEIS is the only available means of appeal.

The rules for judicial appeals of an FEIS can be found in the Washington Administrative Code at WAC 197-11-680 (4). In part, these rules state the following:

"(b) When SEPA applies to a decision, any judicial appeal of that decision potentially involves both those issues pertaining to SEPA (SEPA issues) and those which do not (non-SEPA issues). RCW 43.21C.075 establishes time limits for raising SEPA issues, but says

EXHIBIT 38
PAGE 3 OF 4

that existing statutes of limitations control the appeal of non-SEPA issues. The statute contemplates a single lawsuit."

"(c) If there is a time limit established by statute or ordinance for appealing the underlying governmental action, then appeals (or portions thereof) raising SEPA issues must be filed within such time period."

The decision of the Woodinville City Council to approve or deny a re-zone or subdivision application is a land use decision which may be appealed by following the provisions of the Land Use Petition Act ("LUPA") found in RCW 36. 70C. A LUPA appeal must be served and filed within 21 days of the decision by the City Council. SEPA claims, including any claims that the FEIS is procedurally or substantively flawed, may be included within the LUPA appeal. Any SEPA claims not included within the appeal of the decision to approve or deny the re-zone or to approve or deny the subdivision application will likely be waived. A judicial appeal of only the FEIS without an appeal of the underlying project application is not allowed by statute.

Summary: Any appeal of the Wood Trails and Montevallo Subdivisions Final Environmental Impact Statement is timely made only if included in a timely served and filed LUPA appeal of the underlying decision to either approve or deny the requested rezone or the requested subdivision application. The LUPA appeal must be served within 21 days of the decision by the City Council. The City Council will make its decisions after reviewing the recommendations made by the Hearing Examiner.

The foregoing message is not intended as legal advice and anyone considering an appeal of the Wood Trail and Montevallo Subdivisions Final Environmental Impact Statement should consult their own attorney for legal advice.

Cindy Baker
by *CLJ*
Cindy Baker
Interim Development Services Director

EXHIBIT <u>38</u>
PAGE <u>4</u> OF <u>4</u>

Woodinville WEEKLY

Vol. 31 No. 10

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December 11, 2006

EXHIBIT 39
PAGE 1 OF 1

CITY OF WOODINVILLE NOTICE OF FINAL ENVIRONMENTAL STATEMENT (FEIS) AVAILABILITY FOR WOOD TRAILS AND MONTEVALLO PRELIMINARY PLATS

PROJECT: Wood Trails/Montevallo
Threshold Determination: Final Environmental Impact Statement
Date of Issuance: December 18, 2006
File Numbers: EIS2005-016, RPA2004-056 and RPA2004-093
Applicant/Contact: Phoenix Development, Inc./Corey Guade
Proposal Location: Wood Trails is located between 148th Avenue NE and a point 659.39 feet west of 148th Avenue NE, and between NE 195th Street and the center line of NE 201st Street, and between 148th Avenue NE and a point 997.28 feet west thereof and between the center line of NE 201st Street and a point 360 feet north of the center line of NE 202nd Street, containing 38.7 acres. Montevallo is located between 156th Avenue NE and a point 992.57 feet west thereof, and between the north City limits and a point 659.39 feet south thereof, containing 16.5 acres. Woodinville, King County, Washington.

Proposal Description: The applicant, Phoenix Development, has submitted preliminary plat applications for two sites in the Wellington neighborhood of Woodinville. The first preliminary plat, Wood Trails (RPA2004-056) is a 66-lot plat on a 38.7 acre site zoned R-1 (Residential 1 dwelling unit per acre). The second preliminary plat, Montevallo (RPA2004-093) is a 66-lot plat on a 16.5 acre site, also zoned R-1. The applicant has submitted a rezoning request to rezone both sites to R-4 (Residential 4 dwelling units per acre).

Lead Agency: City of Woodinville
in accordance with Chapter 197-11 Washington Administrative Code and rules adopted by the City of Woodinville that implement SEPA, notice is hereby given that the City of Woodinville has completed and

provides analysis of potential impacts based on the range of environmental parameters identified through the scoping process. A public hearing will be held for the preliminary plat and rezoning applications and public notices of the hearing will occur at least 15 days prior to the hearing and will be published in the City's official newspaper, Woodinville Weekly, as well as being posted and mailed to all parcels specified by WWC 17.11.030.

The FEIS will be available to the general public on Wednesday, December 13, 2006. Please see the News Release in this issue of the Woodinville Weekly for further details.

Any questions regarding the Environmental Impact Statement should be directed to Susie McCann, Acting Manager Plan Review and Inspections.

SEPA OFFICIAL: Cindy Baker, Director of Development Services.
ADDRESS: 17301 133rd Avenue NE, Woodinville, WA 98072

NOTE: To view a site map for this project, please visit our website at www.woodinville.wa.gov/development

EXHIBIT
40

**Final Environmental Impact Statement
And Appendices A-P
to big to scan**

EXHIBIT 41
PAGE 1 OF 5



October 19, 2004

Joseph Seet
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072

11814 115th Avenue NE
Kirkland, WA 98034-6923

425.821.8448
425.821.3481 fax
800.488.0756 toll free
www.triadassoc.com

**RE: Deviation Request from Transportation Infrastructure Standards & Specifications
Reduction in the Right-of-Way Width / Montevallo TRC Project No. TRC03032**

Dear Joe:

On Behalf of Phoenix Development, Inc., we are requesting a relatively minor deviation to the City of Woodinville Transportation Infrastructure Standards & Specifications. We have discussed this previously in our review of the Wood Trails design. The 30-foot road right-of-way with a contiguous public easement on both sides containing a 5-foot sidewalk and 5-foot planting strip, have been shown on the TRC II submittals and discussed at the TRC II which was held August 11, 2004. The appropriate City of Woodinville 'Deviation from Standards Request' forms have been completed and are attached to this letter. Patrick Lynch has been your traffic engineering representative and has been quite helpful with the Technical Review Committee process and with the preparation of the Traffic Impact Analysis.

This is a deviation from Low Density Residential Street Standard set forth in Figure 103A of the City of Woodinville Transportation Infrastructure Standards & Specifications. First, the 5-foot sidewalk and 5-foot planting strip as required in the standard will be constructed. However, as previously discussed, it would be contained within a 10-foot public easement on each side of the 30-foot road right-of-way. The public right-of-way would contain the paved street section, curb to curb.

Second, the protection of a large wetland on the west side of the property restricts a westerly road connection. This makes the local access roads which would serve the proposed Montevallo neighborhood entirely internal and not serving other properties. There would be two points of safe access of this internal road system to 156th Avenue NE. Third, like Wood Trails, the Montevallo property is within the City of Woodinville's Urban Growth Area which sets forth a minimum density of 4 dwelling units per acre. The granting of this deviation would be appropriate and consistent with actions on Miller's Ridge as well as Wood Trails.

Thank you for your consideration.

Sincerely,

TRIAD ASSOCIATES

H. George Newman, AICP
Principal

Cc: Loree Quade, Phoenix Development, Inc.
Mark Keller, Triad Associates
Mike Swenson, The Transpo Group

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DEVIATION from STANDARDS REQUEST

Permissible alternatives different from the City of Woodinville Standards may be approved if such modifications are in the public interest, are based upon sound engineering judgment, and the requirements for safety, function, appearance, and maintainability are fully met. A minimum of 10 work days shall be permitted for a determination of acceptance or denial, or request for additional information per Transportation Infrastructure Standards and Specifications Section 1-1.8.

Date of Request: 10/19/04 Prepared by: George Newman Phone: (425) 821-8448

Permit #: TRC Project: TRC03032 Parcel #: See Attached

Development Name: Montevallo

Please define the Standard that you are requesting a deviation from.

Std #: 103A Title: Street Design Standard

Description of deviation: Reduction in right-of-way width from 60-foot right-of-way width to 30-foot right-of-way width as presented and discussed at TRCII (8/11/04). Five-foot sidewalk and five-foot planting strip will be contained within 10-foot public easement on each side.

Need (Why): (1) Wetland constraints, (2) Further connectivity not possible, (3) Reduces impervious surfaces, (4) Comprehensive plan encourages urban infill, and (5) Similar deviation granted in Miller's Ridge and being considered for Wood Trails.

~~OFFICIAL USE ONLY - DO NOT WRITE IN THIS BOX~~

Deviation Tracking #: _____

Public Works: Approved Denied Need more information
Conditions/Comments: _____
Reviewed By: _____

Fire District: Approved Denied Need more information
Conditions/Comments: _____
Reviewed By: _____

Approval Signature: _____ Date: _____
City Engineer

Approval Expiration Date: _____



DEVIATION from STANDARDS REQUEST

Permissible alternatives different from the City of Woodinville Standards may be approved if such modifications are in the public interest, are based upon sound engineering judgment, and the requirements for safety, function, appearance, and maintainability are fully met. A minimum of 10 work days shall be permitted for a determination of acceptance or denial, or request for additional information per Transportation Infrastructure Standards and Specifications Section 1-1.8.

Date of Request: 10/19/04 Prepared by: Mark Keller Phone: (425) 821-8448

Permit #: TRC Project: TRC03032 Parcel #: See Attached

Development Name: Montevallo

Please define the Standard that you are requesting a deviation from.

Std #: _____ Title: Drainage Variance

Description of deviation: Connect vault outfall to closed pipe system in lieu of discharging to wetland. Flows recombine ~ 270 downstream of natural location.

Need (Why): To provide enough fall through the secondary water quality system, the outfall would be too low to discharge to wetland. Wetland recharge will be provided by adjacent lot roof drains.

OFFICIAL USE ONLY - do not write in this box

Deviation Tracking #: _____

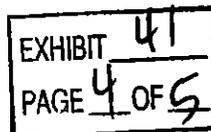
Public Works: Approved Denied Need more information
Conditions/Comments: _____
Reviewed By: _____

Fire District: Approved Denied Need more information
Conditions/Comments: _____
Reviewed By: _____

Approval Signature: _____ Date: _____
City Engineer

Approval Expiration Date: _____

October 20, 2004



Susie McCann & Technical Review Committee Staff
CITY OF WOODINVILLE – Permit Center
17301 – 133rd Ave NE
Woodinville, WA 98072

11814 115th Avenue NE
Kirkland, WA 98034-6923

425.821.8448
425.821.3481 fax
800.488.0756 toll free
www.triadassoc.com

RE: Montevallo TRC II/III Submittal
TRC Project # TRC03032

Dear Susie and TRC staff:

We previously held our TRC I/II meeting August 11, 2004. We have prepared additional information for your review prior to submitting the formal preliminary plat and rezone applications. Per our last meeting, please find enclosed:

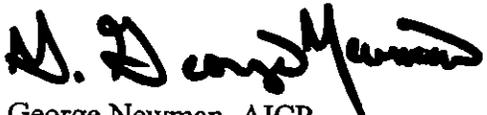
1. A revised site plan showing:
 - Sixty-five lots with 66 lots being calculated as allowed based on a maximum 5 dwelling units per net acre. Seventy lots were shown on the TRC II submittal.
 - Frontage improvements are shown along 156th (sidewalk) as suggested.
 - A trail is depicted through wetland a suggested.
2. Preliminary Technical Engineering Report prepared by Triad Associates, dated October 19, 2004.
3. Geotechnical Engineering Study prepared by Earth Consultants, dated September 22, 2004.
4. Wood Trails/Montevallo Transportation Issues prepared by The Transpo Group, dated October 20, 2004.
5. Deviation requests for right-of-way width reduction and allowance of a 10-foot public access easement for sidewalk and planting strip (see separate cover letter with completed deviation request form).
6. Deviation requests for drainage variance.

Based on the geotechnical evaluation by the geotechnical consultant and preliminary drainage plan design by Triad Associates, there appears to be no evidence which would preclude the structural design of a vault in the location depicted on the site plan. The detailed construction plans will contain the detailed structural plans prepared by a structural engineer when the project proceeds into the construction plan phase of the

project. At this conceptual and preliminary plat stage, the lot configuration could change which would in turn affect the location and detailed structural design of the vault.

Sincerely,

TRIAD ASSOCIATES



George Newman, AICP
Principal

Enclosures

NORMAN VITUE
14951 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 73-9238500480

UNIVERSITY OF WASHINGTON
1326 5TH AVE STE 418
SEATTLE, WA 98101
MT /SNO 1&6
27053500300400 / 27053500301100
Updated 11/06

MT /SNO 2 - 27053500300700

BELANGER, MARK D
24218 75TH AVE SE WOODINVILLE, WA
98072-9752
MT /SNO 4 - 27053500300900

RUBEN & DONNA LOPEZ
24310 7 SE AVE
WOODINVILLE WA 98072
MT /SNO 3 -27053500300800

MT /SNO 5 - 2705350030100
UPDATED 11/06

DAVID PLETER
14937 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 72 -9238500470

RICHARD D HANIKA
24320 75TH AVE SE WOODINVILLE, WA
98072-9750
MT /SNO 7 - 27053500301200

THOMAS WALGAMOTT
24302 75TH AVE SE WOODINVILLE, WA
98072-9750
MT /SNO 8 -27053500301500

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24210 75TH AVE SE WOODINVILLE, WA
98072
MT /SNO 9 - 27053500301800

MT /SNO 13 - 27053500402100

SUSAN RAE HANNI
24223 75TH AVE SE WOODINVILLE, WA
98072-9752
MT /SNO 11 - 27053500401900

DAVID VELASQUEZ
24215 75TH AVE SE --- WOODINVILLE,
WA 98072-9752
MT /SNO 12 -27053500402000

PATRICK J & KRISTEN E PERKINS
24209 75TH AVE SE WOODINVILLE, WA
98072-9752
MT /SNO 14 - 27053500403500

RAY BARNES
20210 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 1 -0226059026
UPDATED 11/06

ROGER HAINING
20102 156TH AVE NE
WOODINVILLE WA 98072 7033
MT / KC 2-0226059052
UPDATED 11/06

SHAO LIANG LU
20338 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 3-0226059058

WOODINVILLE WATER DISTRICT
P O BOX 1390
WOODINVILLE WA 98072
MT / KC 4-0226059059

HAROLD KENT
20200 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 5 & 12 - 0226059063 /
0226059127

WM L GUSTAFSON
15376 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 6-0226059077

JARRETT RENSHAW
20230 149TH PL NE
WOODINVILLE WA 98072
MT / KC 69-9238500440

ALAN SRTAND
20102 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 8-0226059080
UPDATED 11/06

PETER ROTHSCHILD
20002 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 9-0226059082

SHARON ERDMAN
15206 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 10-0226059083
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STEWART & CHERYL KIRCHMEIER
15220 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 11-0226059092
MT / KC 38- 9238500112

LUCILLE BAIRD
15638 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 13-0226059128

MONTEVALLO AREA PROPERTY OWNERS

JANICE CULPEPPER
1564 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 14-0226059129

BRADLEY NIEMEYER
15360 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 15-03276700010

RODNEY WILLIAMS
15344 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 16-3276700020
UPDATED 11/06

JONATHAN HAUCK
15330 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 17-3276700030

MARY JANE BAILEY
15316 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 18-3276700040

ROBERT TRENNER
15304 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 19-3276700050

HAROLD LARSEN
20105 153RD ST
WOODINVILLE WA 98072
MT / KC 20-3276700060

ROBERT JACOBS
20220 149TH PL NE
WOODINVILLE WA 98072
WT/MT / KC 68-9238500430

JAMES AVERY
14906 NE 202ND ST
WOODINVILLE WA 98072
WT/MT / KC 67-9238500420

WILKINS LLC
15714 NE 203RD PL
WOODINVILLE WA 98072
MT / KC 23-9238430020

DONALD MARSHALL
15720 NE 203RD PL
WOODINVILLE WA 98072
MT / KC 24-9238430030

KENNETH MORIYAMA
15120 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 25-9238480010

JAMES MORRISSEY
15307 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 26-09238500010

KEVIN SHIMASAKI
15323 NE 202 ND ST
WOODINVILLE WA 98072
MT / KC 27-9238500020

MARION MAYS
15335 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 28-0923850003

JAMES POTTEBAUM
15351 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 29-09238500040

MALCOM & LINDA JENKINS
19338 NE 200TH ST
WOODINVILLE WA 98077
MT / KC 30-9238500050

MILTON & FRANCES WARMAN
15374 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 31-9238500060

MT / KC 32-9238500070

JOHN WALTNER
15350 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 33-09238500080

G A BALDWIN
15338 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 34-92385000090

JEFFEREY BOSELY
15324 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 35-9238500100

BARBARA POOLE
P O BOX 4237
SOUTH COLBY WA 98384
MT / KC 36-9238500110

CRAIG COLLINS
14926 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 66-9238500410

ANTHONY PIERE
14936 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 65-9238500400

LEONARD CLEMESON
15103 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 63-9238500380

TERRI DERR
15122 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 41-9238500160

MATTHEW PHILIP
15110 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 9238500170

SCOTT KOVACEVICH
15100 NE 204TH ST
WOODINVILLE WA 98072
MT / KN 43-9238500180
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ROBERT ORMISTON
14937 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 60-9238500350

DONALD PAHL
14940 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 45 -9238500200

PAUL DEVER
14930 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 46-9238500210
UPDATED 11/06

ALEXANDER COYNE
14925 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 59-9238500340
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ROBERT STEVENSON
14835 NE 202ND ST
WOODINVILLE WA 98072
WT/MT / KC 57 -9238500320
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MT / KC 71 -9238500460

CW BOWER
20249 149TH PL NE
WOODINVILLE WA 98072
WT/MT / KC 50-9238500250

ERIC LIPPKE
14805 NE 202ND ST
WOODINVILLE WA 98072
WT/MT / KC 55 - 9238500300

ALLAN T SWANSON
20227 149TH PL NE
WOODINVILLE WA 98072
WT/MT / KC 52- 9238500270

DARRAN S LITTLEFIELD
P O Box 550
Woodinville WA 98072
MT /SNO 13 - 27053500402100
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MT / KC 51-9238500260

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MURIEL ORR-RYAN
MT / KC 56-9238500310

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WILLIAMS F BARNES
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LEROY W KUEBLER
MT / KC 49-9238500240

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KATE FRALEY, ZOE FRALEY
& MIKE KNAPP
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POR
MICHAEL O'GRADY
MT / KC 48 - 9238500230

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NANCY BACON
MT / KC 47-9238500220

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MT / KC 61-9238500360

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PATRICK MORIARTY
MT / KC 39-9238500130

POR
THE HASSE FAMILY
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POR
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POR
THOMAS MERTZ
MT / KC 21 - 3276700070

EXHIBIT 42
PAGE 4 OF 12

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REINY FALKENBERG
MT / KC 70-09238500450

POR
MICHAEL & GAIL ODENIUS
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JAMES BRESSANI
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WALLACE HOLSTAD
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TODD AND SUSAN HUSO
RETURNED 11/06
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MT /SNO 1 & 6
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WALLACE HOLSTAD
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Returned 12/06
No Forwarding Address
UPDATED 11/06

DARRAN S LITTLEFIELD
MT /SNO 13 - 27053500402100
P O Box 550
Woodinville WA 98072

TODD R & SUSAN E HUSO
MT /SNO 2 - 27053500300700
Returned 12/06
No Forwarding Address

SEAHORN CONSTRUCTION CO
11320 NE 88TH ST
KIRKLAND WA 98033
WT/MT / KC 53-9238500280
Returned 12/06
No Forwarding Address

MICHELLE ROISSIER
14927 NE 24TH ST
WOODINVILLE WA 98072
MT / KC 71 -9238500460
Returned 12/06
No forwarding Address

ROBERT & SUSAN SLOCUM
19818 10TH DR SE
BOTHELL WA 98012
MT / KC 32 -9238500070
Returned 12/06
No Forwarding Address

Adam & Alicia Gold
19628 148th Ave
Woodinville, WA 98072
POR WT /KC 6-0226059152

Ann & Ted Rupley
16324 NE 203rd Place
Woodinville, WA 98072
WT/MT-POR

EXHIBIT 42
PAGE 9 OF 12

Anne Hermes
23615 - 71st Drive SE
Woodinville, WA 98072
WT/MT-POR

Austin T. Winant
15908 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Aviv and Sara Shahar
15363 NE 201st Street
Woodinville, WA 98072
WT/MT-POR

Barbara Czuba
15808 NE 203rd Place
Woodinville, WA 98072
WT/MT-POR

Bill Trippett
15525 NE 195th Street
Woodinville, WA 98072
WT/MT-POR

Brad Stoll
20222 151st NE
Woodinville, WA 98072
WT/MT-POR

Brian and Cheryl Fountain
14823 NE 198th St
Woodinville, WA 98072
POR WT/KC79-9238510140

Brian Walsh
14824 NE 195th Street
Woodinville, WA 98072
POR WT / KN 2-0226059132

Cifello August
2206 NE 168th CT
WOODINVILLE WA 98072
WT/MT-POR

Cindi & Dave Stinson
15009 NE 195th St
Woodinville, WA 98072
WT/MT-POR

Cliff & Sheri Griffin
14907 NE 198th St
Woodinville, WA 98072
POR WT/KC81-9238510160

CONCERNED NEIGHBORS OF
WELLINGTON
FRED GREEN, PRES.
20624 86TH AVE SE
SNOHOMISH WA 98296
WT/MT-POR

Craig and Marsha Tupper
15419 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Daryl Heinzerling
19190 162nd Ave NE
Woodinville, WA 98072
WT/MT-POR

Dave & Nancy Henry
PO Box 776
Woodinville, WA 98072
WT/MT-POR

David and Nancy Courtney
19410 148th Ave NE
Woodinville, WA 98072
POR WT/KC-50-3244500064

David Shepherd
17615 148th Ave NE
Woodinville, WA 98072
WT/MT-POR

Don & April Fountain
15523 NE 198th Street
Woodinville, WA 98072
WT/MT-POR

Donna L. Frisk
20340 156th Ave NE
Woodinville, WA 98072
POR MT / KC 22-9238430010

Frank Coppa
19423 153rd Ave NE
Woodinville, WA 98072
WT/MT-POR

Fred Green
15218 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Gary J. Hasse
15116 NE 202nd Street
Woodinville, WA 98072
POR-MT / KC 37-9238500120

George and Sandra White
14818 NE 195th St
Woodinville, WA 98072
POR WT / KC 5-0226059149

Greg, Hokulani and Kailani Orton
15908 NE 193 PL
Woodinville, WA 98072
WT/MT-POR

Guy A. Mahan
PMB 181
14241 Woodinville-Duvall Rd
Woodinville, WA 98072
WT/MT-POR

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Helen Gottschalk
14918 NE 198th St
Woodinville, WA 98072

WT/MT-POR

Ivan and Helen Fry
15317 NE 201 Street
Woodinville, WA 98072

WT/MT-POR

J Latlas
14808 NE 195th Street
Woodinville, WA 98072

WT/MT-POR

Jack and Clarice Riggs
14952 NE 202nd Street
Woodinville, WA 98072
POR MT /KC 64-9238500390

Jaclyn Schwarz
20122 148th Ave NE
Woodinville, WA 98072
-POR WT/KC 54-9238480060

James & Martha Snell
15009 NE 198th Street
Woodinville, WA 98072
WT/MT-POR

James Hartman
14908 NE 201st
Woodinville, WA 98072
POR WT/KC52-09238480040

McCullough Hill, PS
Rich Hill
701 Fifth Ave, Suite 7220
Seattle, WA 98104-7041
WT/MT-POR

Janet Patrick
15252 NE 195th
Woodinville, WA 98072
WT/MT-POR

Jeff Glickman
19405 148th Avenue NE
Woodinville, WA 98072
POR WT / KC 26-0326059123

Jennifer Hallman
Derek Luhn
19160 160th Ave NE
Woodinville, WA 98072
WT/MT-POR

Phoenix Development, Inc.
Lorree Quade, Project Manager
16108 Ash Way, Suite 201
Lynnwood, WA 98087
WT/MT-POR

Joan & Greg Stoneking
14808 NE 195th St
Woodinville, WA 98072
POR WT / KC 1-0226059008

Joel Calvert
15375 NE 202nd Street
Woodinville, WA 98072
WT/MT-POR

John Tatarsky
15112 NE 198 St
Woodinville, WA 98072
WT/MT-POR

Jonathan Yang
15127 NE 198th Street
Woodinville, WA 98072
WT/MT-POR

Joseph & Linda Petrin
14919 NE 198th Street
Woodinville, WA 98072
WT/MT-POR

Julia Poole
15306 NE 202nd St
Woodinville, WA 98072
WT/MT-POR

Kate and Zoe Fraley, Mike Knapp
14909 NE 202 St
Woodinville, WA 98072
POR/WT/MT/KC 58 -9238500330

Katie Angelikis
1800 One Convention Place
Seattle, WA 98101
WT/MT-POR

Kellie Tollifson
23621 71st Dr SE
Woodinville, WA 98072
WT/MT-POR

Kelly & John Huff
15107 NE 201st PL
Woodinville, WA 98072
WT/MT-POR

Kerri & Kirk Scarbrough
15124 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Kristy & Jeff Howell
14817 NE 192nd Street
Woodinville, WA 98072-8447
WT/MT-POR

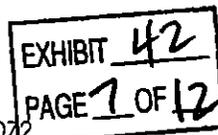
L. Ann Crandall
15635 NE 195th Street
Woodinville, WA 98072
WT/MT-POR

Len & Sharon Clemeson
15103 NE 202nd Street
Woodinville, WA 98072
WT/MT-POR

LeRoy & Kay Kuebler
20155 149th PL NE
Woodinville, WA 98072
POR WT/MT / KC 49-9238500240

Linda Larsen-King
17344 167th Avenue NE
Woodinville, WA 98072
WT/MT-POR

Lisa Rhodes
15725 NE 198th St
Woodinville, WA 98072
WT/MT-POR



Marc Kramer
23514 82nd Ave SE
Woodinville, WA 98072
WT/MT-POR

Mark & Angelique Tatham
20237 149th Place NE
Woodinville, WA 98072
POR/WT/MT/KC 51-9238500260

Mark & Mary Day
20219 151st Ave NE
Woodinville, WA 98072
WT/MT-POR

Mark and Suzanne Johnston
19131 148th Ave NE
Woodinville, WA 98072
WT/MT-POR

Matt & Lisa Schultz
16206 NE 200th CT
Woodinville, WA 98072-7041
WT/MT-POR

Maxine Pollock
19504 156th Ave. NE
Woodinville, WA 98072
WT/MT-POR

Michael & Charlotte Ochoa
15403 - NE 198th Street
Woodinville, WA 98072-7055
WT/MT-POR

Michael Mays
15335 NE 202nd St
Woodinville, WA 98072
WT/MT-POR

Michael T. Bell
16116 NE 203rd PL
Woodinville, WA 98072
WT/MT-POR

Mike & Gail Odenius
15132 NE 204th
Woodinville, WA 98072
POR - MT / KC 7-0226059079

Mike & Michelle O'Grady
14906 NE 202nd Street
Woodinville, WA 98072
POR MT / KC 48 - 9238500230

Mr. Reiny Falkenberg
20246 149th Place NE
Woodinville, WA 98072
POR-WT/MT/ KC 70-09238500450

Muriel Ryan
14921 NE 202nd Street
Woodinville, WA 98072
POR WT/M /KC 56-9238500310

Nadine Jones
14903 NE 201st
Woodinville, WA 98072
POR WT /KC 58-9238480100

Nancy Bacon
14918 NE 204th Street
Woodinville, WA 98072
POR MT / KC 47-9238500220

Otto Paris
Sue Swan
14906 NE 198th St
Woodinville, WA 98072
POR WT/KC75-9238510100

Patrick M. Moriarty
15104 NE 202nd St
Woodinville, WA 98072
POR MT / KC 39-9238500130

Paul and Kathie Forman
19831 156th Ave NE
Woodinville, WA 98072
WT/MT-POR

Paul Chrysler
PO Box 2403
Lynnwood, WA 98036
WT/MT-POR

Paul Sharp
15009 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Pete G. Symington
15410 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Peter G Bova
19832 156th Ave NE
Woodinville, WA 98072
WT/MT-POR

Randall & Patricia Baird
15638 NE 202nd Street
Woodinville, WA 98072
POR-MT / KC 13-0226059128

Robert & Lori Harman
14949 NE 202nd Street
Woodinville, WA 98072
POR MT / KC 61-9238500360

EXHIBIT 42
PAGE 8 OF 12

Robert Casto
14950 NE 204th St
Woodinville, WA 98072
POR MT / KC 44 -9238500190

Roger & Jui Mason
15023 NE 195th St
Woodinville, WA 98072
WT/MT-POR

Ken & Olga Rhule
19025 163rd Ct NE
Woodinville, WA 98072
WT/MT-POR

Ron & Chris Olsen
14959 NE 202nd St
Woodinville, WA 98072
POR MT / KC 62-9238500370

Roy & Sharon Ghazimorad
15121 NE 201st Street
Woodinville, WA 98072
WT/MT-POR

Kristen A. Howell
Jeffrey E. Howell
14817 NE 192nd Street
Woodinville, WA 98072
WT/MT-POR

Ryan Olson
20121 164th Ave NE
Woodinville, WA 98072
WT/MT-POR

Shani Parrott
16212 NE 200th Court
Woodinville, WA 98072
WT/MT-POR

Sharon Peterson
15206 NE 202nd Street
Woodinville, WA 98072
WT/MT-POR

Shere and Jeff Hawk
19420 160th Ave NE
Woodinville, WA 98072
WT/MT-POR

William von Schneidau
15002 NW 201st
Woodinville, WA 98072
POR WT/KC 51-9238480030

Steve Maloney
PO Box 1602
Woodinville, WA 98072
PO WT/KC 53-9238480050R

Tony Sexson
14821 NE 201st Street
Woodinville, WA 98072
POR WT/KC57-9238480090

William Barnes
14816 NE 202nd Street
Woodinville, WA 98072
POR/WT/MT/KC 54- 9238500290

Tom Merz & Family
15208 NE 201st ST
WOODINVILLE WA 98072
POR -MT / KC 21 - 3276700070

Michael Banfield
P O Box 13
Woodinville WA 98072
3244500085

Jeff Boselly
15324 NE 202nd St
Woodinville WA 98072

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WT/MT-POR
Roger Mason
Duplicate

WT/MT-POR
Sue Swan
Returned 11/06
No Forwarding

WT/MT-POR
Susan and Todd Huso
Returned 11/06
No Forwarding

WT/MT-POR
Jim and Thelma Bressani
No longer at this address

WT/MT-POR
Janet Littlefield
Returned 11/06
No Forwarding

WT/MT-POR
Russell and Deborah King
Returned 11/06
No Forwarding

WT/MT-POR
Steve Gooding
Returned 11/06
No Forwarding

Margo Miltenberger
Returned 12/06
No Forwarding

DISTRIBUTION LIST
ORGANIZATIONS
COMMENTS

CITY OF BOTHELL
Wasim Khan, P.E.
Transportation Engineer
9654 NE 182ND ST
BOTHELL WA 98011

EXHIBIT 42
PAGE 9 OF 12

MUCKLESHOOT INDIAN TRIBE
KAREN WALTER
ENVIRONMENTAL DIVISION
FISHERIES DEPARTMENT
39015 172ND SE
AUBURN WA 98002

STATE OF WASHINGTON CAPITOL
PROJECTS
DEPARTMENT OF TRANSPORTATION
ATTEN:RAMIN PAZOOKI
P O BOX 330310 / MS 240
SEATTLE WA 98133-9710

CONCERNED NEIGHBORS OF WELLINGTON
FRED GREEN, PRES.
20624 86TH AVE SE
SNOHOMISH WA 98296

UPDATED 01/07

LITTLE BEAR CREEK PROTECTIVE
ASSOCIATION
GREG STEVPHENS, PRES.
21926 SR 9 SE
WOODINVILLE WA 98072

DEPARTMENT OF FISH & WILDLIFE
GINGER HOLSER
16018 MILL CREEK BLVD
MILL CREEK WA 98012

KING CO WATER AND LANDS
RESOURCE DIVISION
STEVE FOLEY, SENIOR ENGINEER
201 S JACKSON ST #600
SEATTLE WA 98104

WSDOT NORTHWEST REGION
KC AREA DEVELOPER SERVICES
P O BOX 330310 / MS 240
SEATTLE WA 98133

WASHINGTON DEPARTMENT OF ECOLOGY
NORTHWEST REGIONAL OFFICE
3190 160TH AVE SE
BELLEVUE WA 98008

KC WATERWASTE TREATMENT
MS SHIRLEY MARROQUIN,
ENV. PLANNING SUPERVISOR
201 S JACKSON ST
MS KSC-0505
SEATTLE WA 98104-3855

WOODINVILLE LIBRARY
17105 AVONDALE ROAD NE
WOODINVILLE WA 98072

PRESTON, GATES AND ELLIS
DENISE STIFFARM
925 4TH AVE #2900
SEATTLE WA 98104

KING COUNTY LIBRARY
KINGSGATE BRANCH
12315 NE 143RD ST
KIRKLAND WA 98034

DEPARTMENT OF CORRECTIONS
REBECCA BARNEY
P O BOX 41112
OLYMPIA WA 98504

NORTHSHORE SCHOOL DISTRICT
CAPITAL PROJECTS
22105 23RD RD SE
BOTHELL WA 98021

DEPARTMENT OF ECOLOGY
SEPA/GMA COORDINATOR
P O BOX 47600
OLYMPIA WA 98504

INTERAGENCY COMMITTEE
ON OUTDOOR RECREATION
LORINDA ANDERSON
P O BOX 40917
OLYMPIA WA 98504

SEATTLE CITY LIGHT
MR. JACK AQUINO
P O BOX 34023
SEATTLE WA 98124

WA DEPARTMENT OF FISH AND WILDLIFE
STEVE PENLAND
P O BOX 43155
OLYMPIA WA 98504

SNOHOMISH COUNTY DEPARTMENT OF
PLANNING AND DEVELOPMENT SERVICES
3000 ROCKEFELLER
EVERETT WA 98201

PARKS AND RECREATION COMMISSION
BILL KOSS
P O BOX 42650
OLYMPIA WA 98504

COMCAST
Diane Albright, Outside Plant Engineer -
Construction Coordinator
1525 - 75th St SW, Suite 200
Everett, WA 98203

DEPARTMERN OF NATURAL RESOURCES
ANNE SHARAR
P O BOX 47001
OLYMPIA WA98504

PSE
JOE JAINGA, MUNICIPALITY LIAISON MGR.
P O BOX 90868
BELLEVUE WA 98009

DEPARTMENT OF SOCIAL & HEALTH
SERVICES
ELIZABETH MCNAGNY
P O BOX 45848
OLYMPIA WA 98504

KING COUNTY - DDES
BARBARA HEAVEY
900 OAKSDALE AVE SW
RENTON WA 98055

ORGANIZATION DISTRIBUTION LIST

PUGET SOUND WATER QUALITY
HARRIET BEALE, ACTION TEAM
P O BOX 40900
OLYMPIA WA 98504

CROSS VALLEY WATER DISTRICT
8802 180TH ST SE
SNOHOMISH WA 98296

DEPARTMENT OF TRANSPORTATION
BILL WIEBE
P O BOX 47300
OLYMPIA WA 98504

EXHIBIT 42
PAGE 10 OF 12

NORTHSHORE UTILITY DISTRICT
6830 NE 185TH ST
BOTHELL WA 98028

GROWTH MANAGEMENT SERVICES
REVIEW TEAM / CTED
P O BOX 42525
OLYMPIA WA 98504

WOODINVILLE WATER DISTRICT
P O BOX 1390
WOODINVILLE WA 98072

DEPARTMENT OF HEALTH DIVISION OF
DRINKING WATER
JOHN ADEN
P O BOX 47822
OLYMPIA WA 98504

PUGET SOUND REGIONAL COUNCIL
1011 WESTERN AVE, 500
SEATTLE WA 98104

THE WATERSHED COMPANY
750 SIXTH STREET SO
KIRKLAND WA 98033
UPDATED 01/07

OGDEN MURPHY WALLACE
ZACHARY LELL
1601 5TH AVE 2100
SEATTLE WA 98101

US EPA, REGION 10
1200 SIXTH AVE
SEATTLE WA 98101

STEVE MALONEY
P O BOX 1602
WOODINVILLE WA 98072

CITY OF BOTHELL
RESPONSIBLE SEPA OFFICIAL
18305 101ST AVE NE
BOTHELL WA98011

DEPARTMENT OF ECOLOGY
SEPA REGISTRAR
ENVIROMENTAL REVIEW SECTION
P O BOX47703
OLYMPIA WA 98504

PSE
MARK OGGEL
P O BOX 97304, OBC11N
BELLEVUE WA 98009-9734

VERIZON NORTHWEST
MR JUSTIN FONTE
2312 WEST CASINO RD
EVERETT WA 98204
12/06 Returned no forwarding address

US FISH AND WILDLIFE SERVICE
911 NE 11TH AVE
PORTLAND, OR 98101

WA STATE OFFICE OF ARCHAEOLOGY &
HISTORIC PRESERVATION
P O BOX 48343
OLYMPIA WA 98504

WASHINGTON STATE PATROL
2803 156TH AVE SE
BELLEVUE WA 98007

MCCULLOUGH HILL, PS
G RICHARD HILL
701 5TH AVE, SUITE 7220
SEATTLE WA 98104

TRAIAD ASSOCIATES
12112 - 115TH AVE NE
KIRKLAND WA 98034

EARTH CONSULTANTS, INC
EARTH SOLUTIONS NW, LLC
2881 152ND AVE NE
REDMOND WA 98052

THE TRANSPO GROUP
11730 188TH AVE NE SUITE 600
KIRKLAND WA 98034
12/06 Returned no forwarding address

B-12 WETLAND CONSULTING
SEWALL WETLAND CONSULTING
1103 WEST MEEKER STREET #C
KENT, WA 98032

WEINMAN CONSULTING, LLC
9350 SE 68TH STREET
MERCER ISLAND WA

TETRA TECH, EC, INC
12100 NE 195TH STREET #200
BOTHELL WA 98011

NELSON GEOTHECHNICAL ASSOCIATES
17311 135TH AVE #300
WOODINVILLE WA 98072

J RICHARD ARAMBURU
COLLEGE BUILDING #209
505 MADISON ST
SEATTLE WA 98104

PERTEET ENGINEERING
2707 COLBY AVE #900
EVERETT WA 98201

EXHIBIT 42
PAGE 11 OF 12

CITY OF BOTHELL
WASIM KHAN, PE
TRANSPORATION ENGINEER
9654 NE 182ND ST
BOTHELL WA 98011

CITY OF SPOKANE
GREG SMITH
HEARING EXAMINER
808 WEST SPOKANE FALLS BLVD
SPOKANE WA 99201

EXHIBIT 42
PAGE 20 OF 12

COMMISSIONER
VICTOR ORRIS

COMMISSIONER
PHIL RELNICK

COMMISSIONER
ART PREGLER

MAYOR CATHY VONWALD

DEPUTY MAYOR
HANK STECKER

COUNCILMEMBER
CHUCK PRICE

COUNCILMEMBER
SCOTT HAGEMAN

COUNCILMEMBER
MIKE ROSKIND

COUNCILMEMBER
GINA LEONARD

COUNCILMEMBER
DON BROCHA

CITY OF WOODINVILLE
PUBLIC COPY
DEVELOPMENT SERVICES DESK

CITY OF WOODINVILLE
PUBLIC COPY
DEVELOPMENT SERVICES DESK

COMMISSIONER
PAT EDMONDS
VICE CHAIRMAN

COMMISSIONER
MICHAEL CORNING

CITY OF WOODINVILLE
FILE COPY

CITY OF WOODINVILLE
EXECUTIVE DEPARTMENT

CITY OF WOODINVILLE
ADMINISTRATION

CITY OF WOODINVILLE
PARKS

CITY OF WOODINVILLE
PUBLIC WORKS

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

CITY OF WOODINVILLE
CITY MANAGER'S COPY

DEPARTMENT OF ECOLOGY
SEPA/GMA COORDINATOR
P O BOX 47600
OLYMPIA WA 98504

DEPARTMENT OF ECOLOGY
SEPA REGISTRAR
ENVIROMENTAL REVIEW SECTION
P O BOX 47703
OLYMPIA WA 98504

KING COUNTY LIBRARY
KINGSGATE BRANCH
12315 NE 143RD ST
KIRKLAND WA 98034

WOODINVILLE LIBRARY
17105 AVONDALE ROAD NE
WOODINVILLE WA 98072

COMMISSIONER
LES RUBSTELLO
CHAIRMAN

SUSIE MCCANN

RECEIVED

AUG 17 2004
Leonard and Sharon Clemeson
15103 N. E. 202nd Street
CITY OF WOODINVILLE Woodinville, Washington 98072
PLANNING DEPARTMENT

(425) 486-0956

✓ entered
8/17/04
CB.

EXHIBIT	43
PAGE	1 OF 230

August 12, 2004

Mr. Ray Sturtz, Planning Director
Mr. Dick Fredlund, Planner
City of Woodinville
17301 - 133rd Avenue NE
Woodinville, Washington 98072

RECEIVED

AUG 13 2004

City of Woodinville

Re: Wood Trails and other developments planned for the
Wellington Area

We would like to add our voices to those of our friends and neighbors to voice our displeasure over the proposed Wood Trails development. Like our neighbors, we moved here for the relative peace and beauty of the area. We thought it was a good place to raise our children and it had relatively easy access to Seattle. We believed in the motto "*Country Living, City Style*". We paid our dues by working with the PTA when our kids were in school, voted for every bond issue when they came up and worked to keep King County from trying to put a jail in Woodinville.

We voted to become a city because we thought we would have an advocate who would fight to keep the character of our community intact. Others have listed the wildlife that would be affected by this development but we would like to add an American Marten, a female Great Horned Owl and about 45 varieties of birds and three species of squirrels that we observed in the woods next to our property and deer that we saw just the other day that thrilled our neighbor's five year old. These aren't big things, but they add to the quality of life in this area. Moments like this will disappear if developers are allowed free reins to do what they will. If this is the case then we think you should seriously consider changing the city motto to something more appropriate with your decisions.

Very truly yours,

Leonard P. Clemeson
Sharon L. Clemeson

Dick Fredlund

From: Helen Gottschalk [hgotts@microsoft.com]
Sent: Wednesday, August 18, 2004 9:23 AM
To: Dick Fredlund
Subject: Wood Trails, MonteVilla developments

EXHIBIT 43
PAGE 2 OF 230

Mr Dick Fredlund, City of Woodinville:

I am writing to express my concern for the Wood Trails and Montevilla developments, which will significantly impact the neighborhood's resources, traffic, environment and wildlife. I strongly urge that the applications be carefully reviewed with the requirement of an Environment Impact Statement, to ensure that all relevant issues are adequately and satisfactorily addressed.

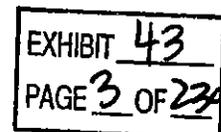
Thank you very much!

Helen
14918 NE 198th St
Woodinville WA 98072
425.486.1983

hgotts@microsoft.com
425.703.3589

Dick Fredlund

From: Dick Fredlund
Sent: Friday, August 20, 2004 10:10 AM
To: 'Sharp Products, Inc.'
Subject: RE: Concerned Neighbor



Dear Mr. Sharp;

I really cannot respond to comments regarding the proposed Montevallo proposal as they, Phoenix Development, have not submitted an application to the City for this development and until they do, we do not have a project which can be used to start a list of persons wishing to become a part of record. I will try and answer some of your questions as they apply generally to new development.

With regard to a traffic study, all new developments must submit a traffic study which determines the volume of traffic created by that development, the number of peak traffic trips generated, both for a.m and p.m. peak periods. They are also required to make general determinations where that traffic will go, the routes they will use and the intersections that will be impacted by that traffic. If the intersection impacted is in the City Capital Improvement Program, the City will require the developer to pay traffic mitigation for their proportionate share of the cost of the projected improvements.

The developer must also submit a SEPA (State Environmental Policy Act) application which is reviewed by the various City departments. As a part of the SEPA application, they must respond to an 18 page environmental checklist, one section of which deals with wildlife.

All new developments must meet minimum street lighting standards. A developer will be required to submit a light coverage report which is reviewed by the City and by Puget Sound Energy. This is usually done at the time of preliminary plat approval but can be submitted later when they submit their detailed construction plans.

Housing values. It is illegal for a city to require a builder to build homes in a certain value category. The City comprehensive plan encourages a variety of housing types but we cannot specify that a builder build a certain type home. Housing values are generally controlled by lending institutions which require a house value base upon cost of land, the cost of improving that land plus a few other factors, or at least they used to. I haven't dealt with this end of financing for a few years.

With regard to schools. Each development must provide the City with a safewalk assessment. This provides the school district with information as to what is happening, how many new lots are being added to the district. This information is used annually along with current student housing to determine what if any school mitigation should be charged for each new house during the following year.

I would expect that the "Concerned Citizens of Wellington" the associated formed in your neighborhood in response to the Wood Trails development will be equally involved with the Montevallo development when and if the proposal is submitted to the City. You may wish to contact them as well.

-----Original Message-----

From: Sharp Products, Inc. [mailto:paul.sharp@verizon.net]
Sent: Friday, August 20, 2004 9:03 AM
To: Dick Fredlund
Subject: Concerned Neighbor

Mr. Fredlund,

My family and I have lived in the Woodinville area for 25+ years and feel very fortunate to be a part of this community. We currently live on NE 198th St and have concerns about the new purposed developments of Wood Trails and Montevallo.

We attended the meeting hosted by Phoenix Development regarding Wood Trails and Montevallo on Tuesday of this week. Here are some of our concerns:

1) The traffic studies encompass the impact of Wood Trail ONLY. We've been told this represents about 800 cars per day. The developer told us that they are not required at this time to provide a traffic study on the impact of the Montevallo development. We are very concerned that we, as well as the City, are being misled on the true impact of traffic.

2) We know that the Developers are sensitive by law to wetlands. However, we learned in this meeting that the Developers are not required to do a study on the impact of wildlife in the effected areas of development. Currently we have deer, coyotes, raccoons, owls, rabbits, squirrels, chipmunks, and various species of birds nesting in these areas.

3) We also learned that the new developments will have street lights. When questioning Phoenix Development, they could not tell us how many lights were going to be installed. Light pollution is an additional concern and we'd like to have answers as to what is planned and the impact on the surrounding areas.

4) We asked Phoenix Development for details on the purposed housing - square footage, sale price. They could not answer our questions and told us they were not required to provide this information to the City of Woodinville therefore it is not available to us.

5) When asked about the impact of population from these proposed developments on our schools, we were told 'zero impact'. With 66 homes in just one development, how can there be no impact?

Mr. Fredlund, we are writing to you today in the hopes that you will see and respect our concerns. We feel that an Environmental Impact Statement (EIS) to be provided by the Developer is critical to understand the impact to our community.

We would also request to be placed as a party of interest on Wood Trails and Montevallo developments.

Thank you for your time. We look forward to hearing from you. We know you're a very busy man but would appreciate your feedback and comments.

Paul Sharp
15008 NE 198th St
Woodinville, WA 98072
206-423-6246

EXHIBIT 43
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Entered
CB.

At this point there has been no application by the developer and therefore no official Montevallo project; however we have had a couple of meetings with the developer on their proposed project and anticipate they will eventually submit an application.

-----Original Message-----

From: Sarashahar@aol.com [mailto:Sarashahar@aol.com]

Sent: Friday, August 20, 2004 5:09 PM

To: Dick Fredlund

Subject: please put us on the party of

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Dear sir,
we are happy resident of woodinville, and we reside in WELLINGTON. The latest plans of development worries us enormously. Hence the developer will get there wish, the neighborhood will become unsafe for kids, environmentally hazardous, and the unique quality of life that brought us here will no longer exist, it is sad and bad for all parties we hope that our concern will be heard and counted, as we are part of this wonderful city. there for we asking to be placed as a party of interest on the [redacted] and Montevallo development.

AVIV &SARA SHAHAR
15363 NE 201st ST, Woodinville WA98072

Dick Fredlund

*entered
CB 82404*

From: Pete Bova [pgbov@gte.net]
Sent: Saturday, August 21, 2004 3:14 PM
To: Dick Fredlund

EXHIBIT 43
PAGE 6 OF 230

Dear Sir, As a concerned resident of the Wellington Hills area I would like to see the Phoenix ~~Development~~ Co. have to go thru the Environmental Impact Statement process and show more comprehensive traffic plans for this already congested road. As you are well aware the Cascade Bicycle Club uses this road on all of their recommended rides with no regard for the residents of this road. Repeated calls to the King County Sheriff get no satisfaction. Now add all of the increased traffic to this rural country road and you have created an impending tragedy.

Thanks For Your Courtesy
Peter G. Bova
19832-156Th Ave NE
Woodinville, Wa. 98072

entered
CB.

At this point there has been no application by the developer and therefore no official Montevallo project; however we have had a couple of meetings with the developer on their proposed project and anticipate they will eventually submit an application.

You have been placed on record as a party of interest for Wood Trails.

-----Original Message-----

From: James Snell [mailto:jes3788@comcast.net]
Sent: Monday, August 23, 2004 8:55 AM
To: Dick Fredlund
Subject: ~~Wood Trails~~ and Montevallo developments



To: Dick Friedland,

I am very concerned about the proposed dense urban developments in the area where I live. I do not feel that this kind of development is in the best interests of either the residents of this area or the city of Woodinville. They will degrade the environment and the character of the area. Such dense new developments will place additional strain on the infrastructure of Woodinville and require expensive new improvements. It seems to me that the Wood Trails development particularly should be the subject of an environmental impact study as the slopes there are steep and potentially unstable. A few record rains could lead to mudslides and even a house ending up in the valley below. A public park would be a better use of the land if it must be developed at all. I would like to be placed as a party of interest on the Wood Trails and Montevallo developments.

James and Martha Snell
15009 NE 198th St.
Woodinville, Wa. 98072
Phone: 425-402-8072
E-Mail: jes3788@yahoo.com

*Entered
8/24/04
C.B.*

Dick Fredlund

From: Cindi Stinson [crstinson@yahoo.com]
Sent: Monday, August 23, 2004 11:31 AM
To: Dick Fredlund
Subject: Wood Trails and Montevallo

EXHIBIT 43
PAGE 8 OF 23

Dick Fredlund,

I am against subdividing the [REDACTED] and Montevallo property into smaller than R1 it goes against the current properties that we are a part of. We moved to Woodinville for the R1 qualities that we so love. Please consider accessing the new subdivisions from below (ie: 144 ave. or 200th Street) so it does not destroy our current neighborhoods.

I would like you to request that the developer be required to complete an Environmental Impact Statement (EIS). Thank-you.

Please keep me informed as a party of interest.

Cindi Stinson
15009 NE 195th Street
Woodinville, WA 90872
crstinson@yahoo.com

Do you Yahoo!?
Express yourself with Y! Messenger! Free. [Download now.](#)



Dick Fredlund

From: Jack Riggs [j.riggs@comcast.net]
Sent: Wednesday, August 25, 2004 9:52 AM
To: Dick Fredlund
Subject: Wood Trails & Montevallo

EXHIBIT 43
PAGE 9 OF 230

Dear Mr. Fredlund:

We wish to be placed as a party of interest on the Wood Trails and Montevallo developments.

Jack & Clarice Riggs
14952 NE 202nd St
Woodinville WA 98072

The Wood Trails development is of great concern to us. We feel the environment will be negatively impacted. We hope the City of Woodinville will require an Environmental Impact Statement. Homes built as densely as the developers want will erode this very steep and wooded area. Gone would be the wooded buffer for all the long existent neighborhoods in the Wellington area, as well as the various wildlife that are known to inhabit the planned development area.

We strongly oppose a zoning change from R1 to R4 for Wood Trails & Montevallo. Keeping the zoning R1 would maintain a "quality of life" that all of us homeowners moved here for - a quiet & safe neighborhood in which to raise families and retire if we so choose. We have lived in our home nearly 25 years and plan to remain here as long as possible.

The streets that are planned as access to Wood Trails are not wide streets and the edges of the paving are already crumbling, just with the local traffic we now have. There are no sidewalks or street lights. Safety is of great importance as there are many school age children living here. We also question the ability to adequately serve Wood Trails in emergency situations.

We love Woodinville and have always have loved it's slogan "Country Living, City Style". With developments like this pushing into our established neighborhoods, we might as well cross out the "Country Living" part of it -- because we'll have more bumper to bumper traffic "city style".

We are counting on the City of Woodinville to do the right thing for it's citizens.
Thank you.

Jack & Clarice Riggs

ENTERED
Part 4 of
Records

Catherine Borghes

From: Dick Fredlund
Sent: Thursday, August 26, 2004 4:15 PM
To: Catherine Borghes
Subject: FW: New Wood Trails and Montevallo, Developments

EXHIBIT 43
PAGE 0 OF 230

-----Original Message-----

From: Shere Hawk [mailto:sherehawk@comcast.net]
Sent: Thursday, August 26, 2004 2:55 PM
To: Dick Fredlund
Subject: New Wood Trails and Montevallo, Developments

Hello Mr. Fredlund, I am a resident on 160th Ave. NE. We are starting to hear about some new developments close by that sound worrisome. Lots of houses on not so much land, on a small rural road. I wish I didn't always feel like those developers were greedy and willing to do whatever to get their way. Could we please make them have a good environmental impact statement done?? Maybe as we look at the sewage/drainage issues again, they will be forced to reconsider so we don't all have to pay for this later. Thanks.

Shere and Jeff Hawk
19420 160th Ave. NE
Woodinville, WA 98072
425 481 0841

August 28, 2004

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TO: City of Woodinville

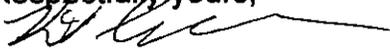
RE: Wood Trails and associated developments

Please be advised of my and my wife's on-going concern regarding the proposed Wood Trails and associated developments. We are very pleased that the City has made a determination of significance. The following is a brief list of the impacts which we feel should be addressed during the process:

- The Wood Trails project is proposed for an area of very steep slope. A thorough geological survey of the site should be made to determine whether any development can be safely established on this site. Clearly extensive soil samples and other appropriate techniques will be necessary to fully evaluate the condition. Also, the benefits of this natural buffer in controlling storm water runoff needs to be carefully researched to ensure the industrial/warehouse district down slope is not adversely impacted.
- The Wood Trails and associated developments will have a significant impact on traffic in the neighborhood which the existing road infrastructure is not adequate to support. A detailed traffic flow analysis needs to be completed which appropriately addresses the unique aspects of the road system in the Wellington subdivision. The traffic impacts cannot be adequately represented by a cursory analysis using aggregate standards.
- Finally, this project needs to be structured in such a way that the fundamental character of the Wellington neighborhood can be persevered. It was the existing, unique character of this neighborhood that attracted my wife and I to the Woodinville community. We elected to settle in this established neighborhood thinking we would be protected from unexpected changes in character.

My wife has established a successful small business downtown and is a member of the Chamber of Commerce. We would be sorely disappointed if the character of our neighborhood were so fundamentally altered that we would need to relocate once again to achieve our desired quality of life.

Respectfully yours,


Kirk Scarbrough
15124 NE 198th St
Woodinville, WA 98072

RECEIVED

OCT 28 2004

TO: Planning Department reviewers of the Wood Trails & Montevello Developments
City of Woodinville
Planning Department, Woodinville City Hall, 17301 133 rd Avenue N.E.

FROM: Robert A. Harman, Geologist, resident of 14949 202nd Street October 18, 2004

COPY SENT TO: Concerned Neighbors of Wellington

RECOMMENDED GEOLOGIC AND HYDROLOGIC E.I.S. TOPICS BASED ON A SIMILAR DEVELOPMENT BEING CONSIDERED BY THE CITY OF REDMOND

On October 12, 2004 Dr. Curtis Koger of Associates Earth Scientists gave a talk to the Northwest Geology Meeting on the "Geology and Hydrology of the Eastern Bear Creek Plateau". I highly recommend the Woodinville Planning Department contact him (425 827-7701) to see what EIS demands were expected from the City of Redmond. I realize that each development has their own special considerations. However, below are listed topics that I believe should be considered. Dick Fredlund said my previous submitted letters with charts, tables, and maps would be considered but recommended this cover letter to address the potential topics of a EIS.

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IDENTIFICATION OF THE VERTICAL AND LATERAL EXTENT OF THE GEOLOGIC STRATA THAT INFLUENCES EROSION AND GROUND WATER MOVEMENT

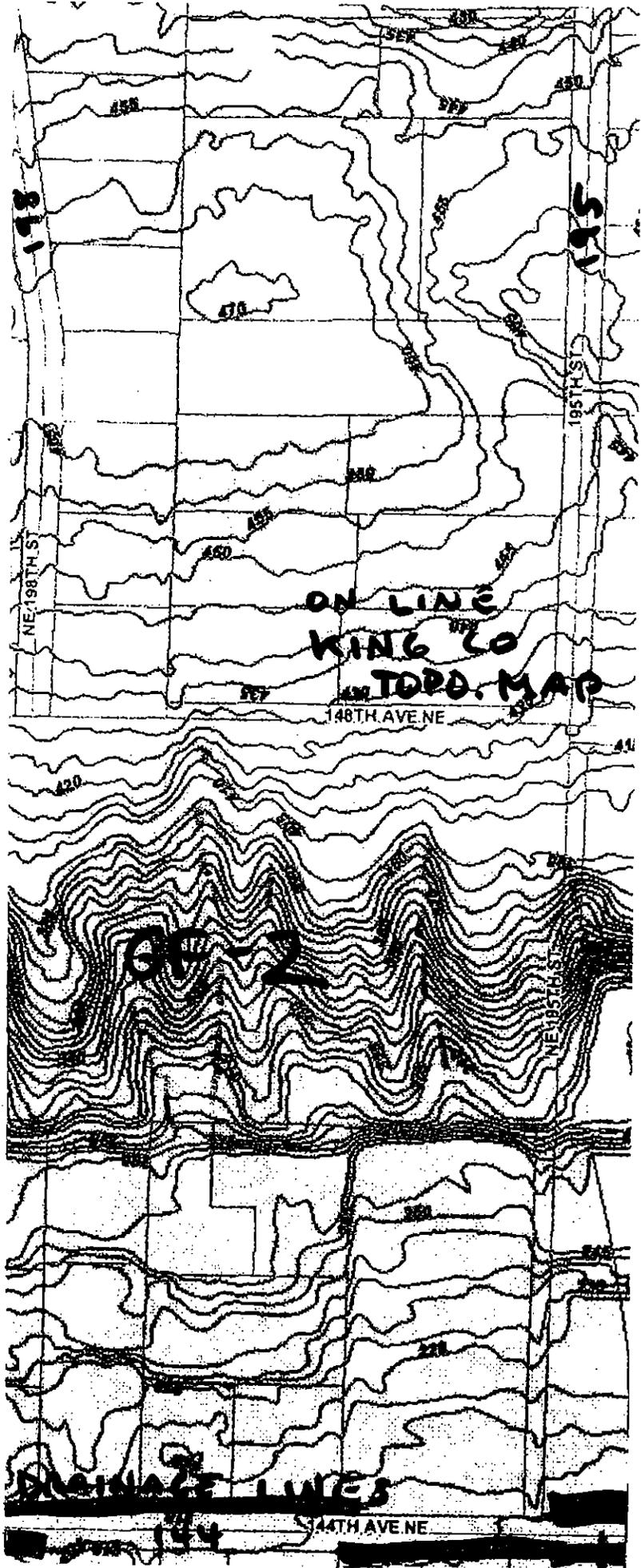
The Ground Water distribution and its preferential movement is important when considering the location of Retention Ponds and its impact on the wetlands adjacent to Montevello and 202 Park (that floods). In the Wood Trails area ground water forms springs and sources of water to the stream wetlands that provide the only year round stream flow for wild life in the 202-Golf Course Canyon (see submitted charts). The ground water strata when saturated can create slumps such as the ones witnessed by the city and 202 neighbors. The cliff in the 202-Golf Course Canyon certainly provides a major hazard to the industrial park area if high density housing is perched nearby. Maximum seasonal discharge rates from the roads and the development should be quantified so more discussion would be included about the rate Retention Ponds will be expected to fill. This should include the expected suspended sediment amounts and predicted fill sediment fill rate of the pond and the potential fill of the industrial park's infiltration discharge system. Wetland plants should be described on the project slopes to monitor future water loss to slopes.

REDMOND EIS EFFORTS: 86 borings or cores were made to delineate the geologic formation names and their aerial distribution (isopach or strata thickness maps). Spring locations were correlated with these strata maps and then flow rates determined. The borings ranged in length from 40 to 200 feet in contrast to Triads Ass. cores that were mostly 5 feet in length with only one 20 feet long. **Soil Management Excavations** were made to provide detailed variation in attitude of sediment types. The most serious is the presence of Blue Clays that act as impermeable layers creating slip-slump surfaces and/or barriers to draining Retention Ponds. Over 450 water well logs covering 31 square miles were made to identify **Ground Water directions and flow rates**. A 11 million gallon **Retention Pond Test** was conducted to verify expected pond settlement rates. I was surprised to learn that the Bear Creek Plateau the geologic sand formation was Double Bluff and not Vashon Outwash (Esperance Sand) I believed formed the steep slopes of Woodinville. As in this EIS a **glacial geologist expert** should be able from the borings to map how these glacial strata vary laterally and vertically around the steep slopes of Woodinville.

THE TOPOGRAPHY AND SLOPE STABILITIES SHOULD BE ASCERTAINED

My discussion with one geologist at the meeting believed that King County should have a LIDAR Aerial Survey Map that would show the orientation of canyons and areas of steep slopes. Certainly such a topographic map is warranted for such a large development that may threaten the industrial park. In the Wood Trails area many trees show downslope undercutting of their roots suggesting even gentle slopes indicate surface drainage erosion. The tractor that recently dug exploratory holes had 3 foot track holes that indicate the potential of concrete foundation failures. Ron Hodge on 201st street used a tractor to remove a stump that caused the tractor to sink so deep that another tractor was used to retrieve the lowered one. Even in the Wellington Hills area concrete floors show such cracks and sidewalks disoriented due to unstable horizontal surfaces.

EXHIBIT 43
PAGE 14 OF 270



X BUS STOP: SNOW-ICE SCHOOL DELAY DAYS

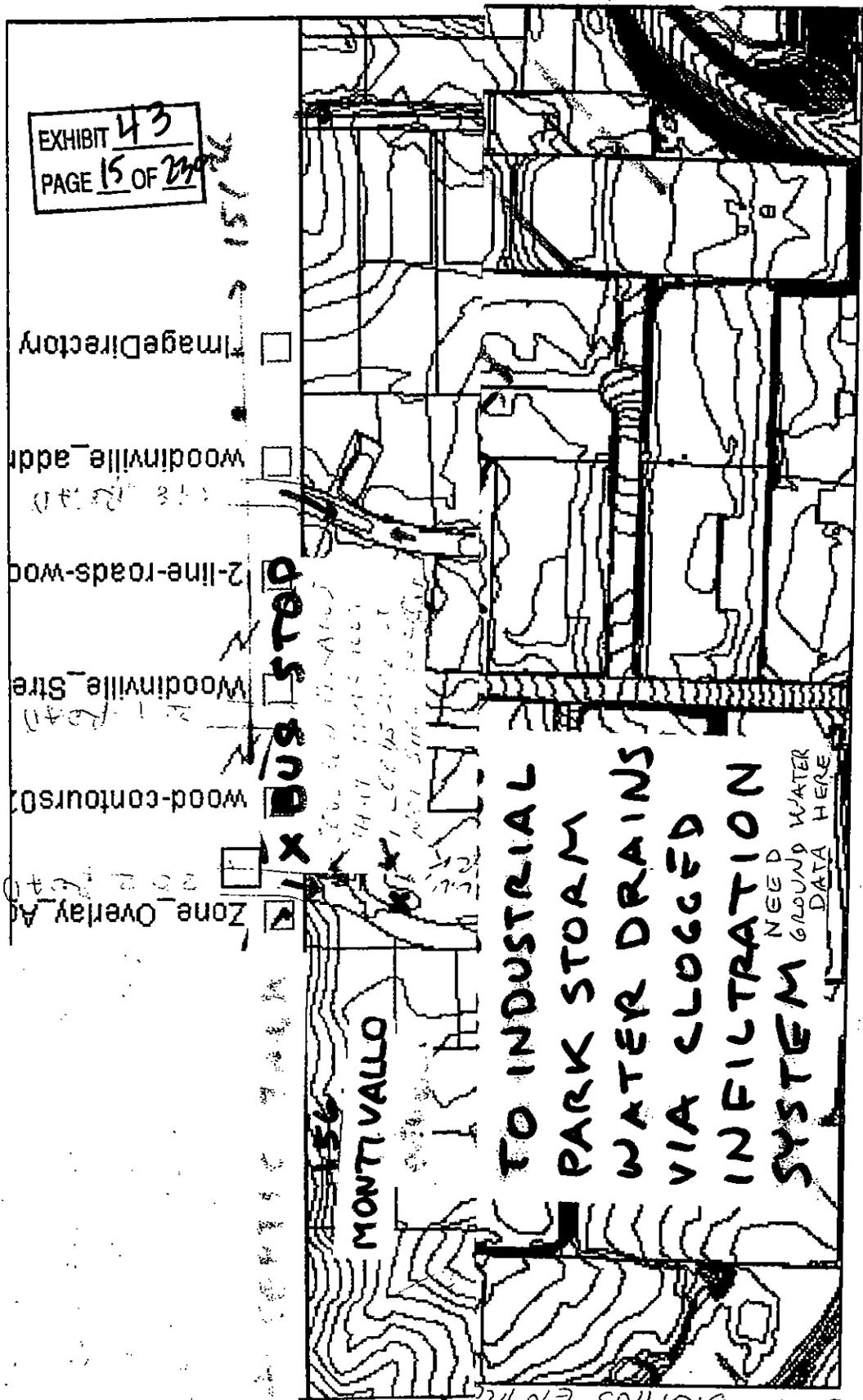


FIG. 4 EARLIER MAP SUBMITTED TO CITY PLANNERS

SEE PART OF SUBMITTED LETTER "EROSION IS NOT CONSIDERED IMPORTANT IN TRIAD REPORT"

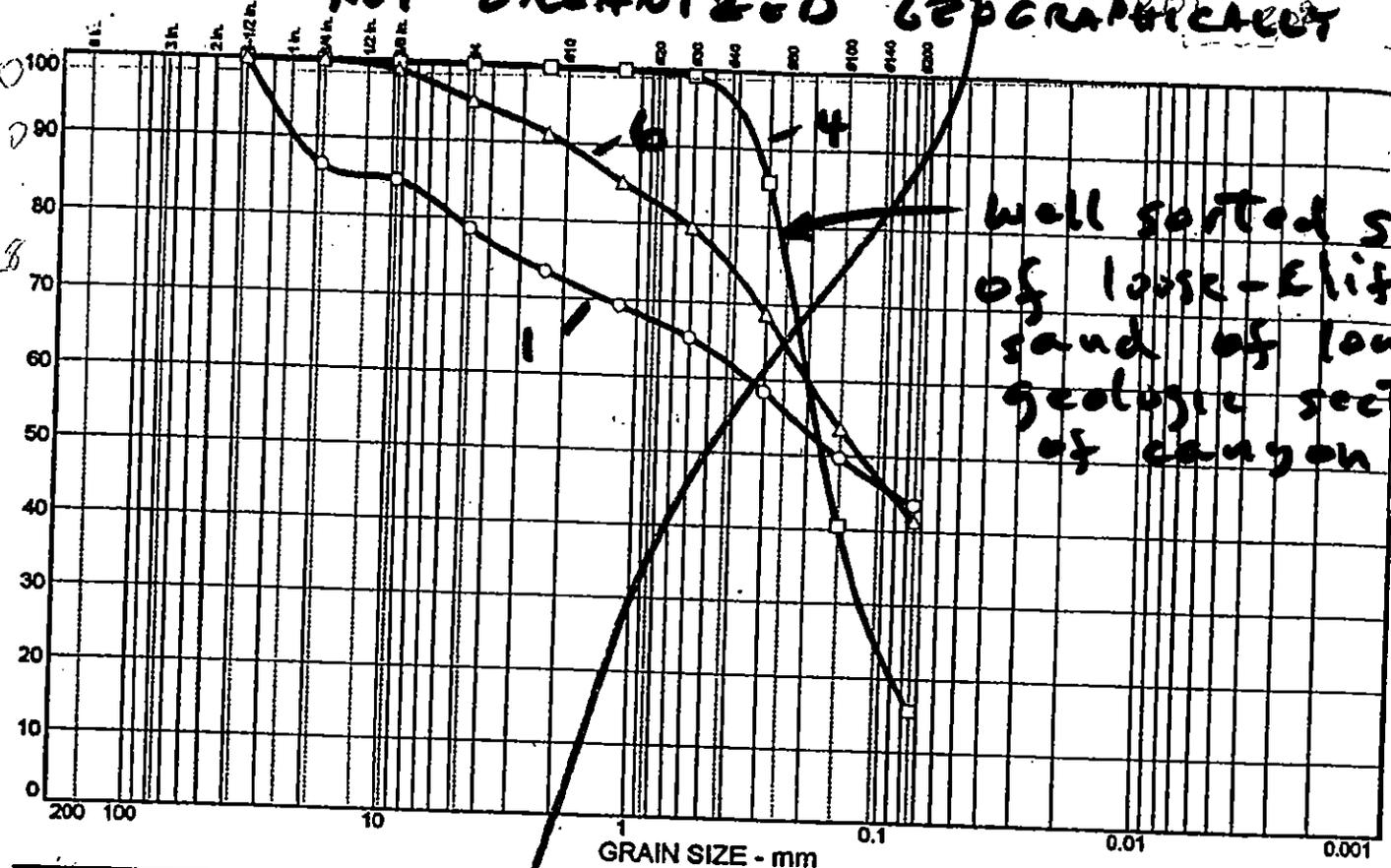
H Page 20 of 23 f

EX DATA SHEET CORES 1, 4, 6

CS &

Particle Size Distribution Rep.

NOT ORGANIZED GEOGRAPHICALLY



well sorted sand of loose-kliff sand of lower geologic section of canyon

% COBBLES	% GRAVEL	% SAND	% SILT	% CLAY	USCS	AASHTO	PL	LL
	21.4	35.1		43.5	SM			
		84.3		15.7	SM			
	4.8	53.8		41.4	SM			

SIEVE Inches size	PERCENT FINER		
	○	□	△
1.5	100.0	100.0	100.0
3/4	86.4	100.0	100.0
3/8	84.7	100.0	99.0
GRAIN SIZE			
D60	0.341	0.201	0.200
D30		0.121	
D10			
COEFFICIENTS			
Cc			
Cu			

SIEVE number size	PERCENT FINER		
	○	□	△
#4	78.6	100.0	95.2
#8	73.4	99.9	91.2
#16	69.3	99.8	85.2
#30	65.3	99.3	79.6
#50	58.5	85.8	68.8
#100	49.7	40.5	53.7
#200	43.5	15.7	41.4

SOIL DESCRIPTION

○ TP-1: 8' - SM
Silty Sand w/ gravel; 16.4% moisture

□ TP-4: 10' - SM
Silty Sand; 16.6% moisture

△ TP-6: 3' - SM
Silty Sand; 9.2% moisture

REMARKS:

○ tech: SSR/CC

□ tech: SSR/CC

△ tech: SSR/CC

EXHIBIT 43
PAGE 6 OF 230

Source: Sample No.: TP-1 Elev./Depth: 8'
 Source: Sample No.: TP-4 Elev./Depth: 10'
 Source: Sample No.: TP-6 Elev./Depth: 3'

EARTH CONSULTANTS, INC.

Client: Project: Sundquist Property
 Project No.: E-10683

15
2

Test Pit Log **EX DATA SHEET** ✓ 310

Project Name: Wood Trails		NOT PLOTTED		Sheet 1	of 1
Job No. 10683	Logged by: ELW	Date: 9/2/04	Test Pit No.: TP-310		
Excavation Contactor: NW Excavating			Ground Surface Elevation: 383'		

Notes:

General Notes	W (%)	Graphic Symbol	Depth Ft. Sample	USCS Symbol	Surface Conditions: Depth of Topsoil & Sod 6": ferns
	17.6	[Vertical Line Pattern]	1	SM	Brown silty fine SAND with gravel, loose to medium dense, moist
			2		-iron oxide staining
			3		-becomes tan
			4		-becomes medium dense
	5.4	[Vertical Line Pattern]	5		-becomes dense
			6		-becomes light gray, lightly cemented
	3.2	[Vertical Line Pattern]	7		-contains thin silt beds, reduced gravel
		[Vertical Line Pattern]	8	ML	Gray sandy SILT, very dense, moist
	11.7	[Vertical Line Pattern]	9		-well cemented - refusal
					-51.0% fines
					Test pit terminated at 9.0 feet below existing grade. No groundwater encountered during excavation. ✓

**EXAMPLE OF 48" TEST CORE DIGS
NOT CORRELATED - PLOTTED**

EXHIBIT 43
PAGE 1 OF 230

TEST PIT LOG 10683.GPJ ECI.GDT 9/8/04

 Earth Consultants Inc. <small>Geotechnical Engineers, Geologists & Environmental Scientists</small>		Test Pit Log Wood Trails Woodinville, Washington			
Proj. No. 10683	Dwn. GLS	Date Sept. 2004	Checked RAC	Date 9/8/04	Plate

Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

October 20, 2004

EXHIBIT 43
PAGE 18 OF 230

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

I am one of the Concerned Neighbors of Wellington and I am extremely worried about the recent proposals to change this area from R-1 to R-4 and for the Wellington Golf Course being zoned for multi-family or industrial building.

I grew up in Issaquah and moved to California for several years after I graduated college. When my husband and I decided to move back here, we wanted to find an area that was similar to Issaquah but definitely not Issaquah. Issaquah had once been a beautiful little town where I and my brothers could ride horses, visit neighbors down the road and safely walk to school. Whoever planned (or didn't plan) Issaquah's growth did a terrible job. It is the result of poor planning, overgrowth and traffic congestion. And it looks ugly. It saddens me every time I try to drive through that city now.

I am a Realtor with John L Scott, WDV and I am not opposed to growth. Growth keeps me in business. Growth is inevitable. Bad planning is not. The dramatic increases in traffic, resulting from a change in zoning, will put my eleven year old at a safety risk. He crosses 156th on a regular basis, he walks and rides around our Wellington neighborhood, and I feel he is relatively safe from a car hitting him. However, I periodically hear tires screeching to a halt in our neighborhood to avoid hitting a child or a pet. ***On my street especially, I live just around a blind curve. (15725 NE 198th St).*** **There have been many close calls while we're pulling out of our driveway and when kids cross the road from our driveway.** Parents are not supposed to drive down our street to let kids off at the corner barricade to reach Wellington elementary but they do it anyway. It happens especially when they are late and in a hurry. With the amount of increased traffic throughout the neighborhood, due to zoning changes, I can only count the days until a kid gets hit by a car...not driven by a teenager, but by a late parent.

I have had the wonderful experience of raising a son in the Wellington Neighborhood. He went to Wellington Elementary, Leota Jr. High and Woodinville H.S. I have another son, age 11 who I hope will have the same safe, wonderful experience of growing up in this area. Woodinville will either be a safe, beautiful city, with growth contained, planned and accepted or it will be another Issaquah...ruined, unsafe, and looking nothing like it does now.

Please help to keep this from happening.

Sincerely,

Lisa Rhodes

Lisa Rhodes
15725 NE 198th St
Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

October 22, 2004

EXHIBIT 43
PAGE 20 OF 290

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave. NE
Woodinville, WA 98072

RECEIVED
OCT 25 2004
City of Woodinville

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

We have looked over initial plans for this development - particularly regarding traffic impacts to the existing neighborhood - and are very concerned about the illogic of the plan.

- Why on earth would the City of Woodinville allow all this additional traffic to add to the backup at 156th Ave. - Wdnvl/Duvall corner? That corner is already a nightmare - not just at rush hour, but throughout the day, and especially on weekends. The absurd notion that Phoenix Development's traffic "engineer" proposes that residents of Wood Trails would turn north on 156th Ave. and exit the neighborhood through the Golf Course Rd. is even sillier!
- We've lived on this street for 24 years and in that time have only found it useful to use the dangerous-narrow-unlit golf course road to visit one set of friends who live up in Clearview. No resident of this area would use that route to access Alderwood Mall or Canyon Park. Furthermore, local residents don't have to travel that far for most of our shopping/entertainment/dining trips nowadays. Woodinville has plenty of everything except a mall and for that we all drive down the Wdnvl/Duvall Rd. - NE North Wdnvl Wy to Hwy 522 and jump on the highway there.
- Another gigantic factor in traffic will be the addition of a Costco at the mouth of the golf course road. Yea, that will be a convenient route to use to run kids to soccer, zip to the grocery store, go out to dinner and a movie...
- Our street in full of dips and hills. We walk our two little dogs twice daily and are constantly dodging construction vehicles (from a single home being built by Hofflin Construction). During the winter we couldn't walk for weeks at a time because of the 1" deep slurry of mud that these trucks tracked onto the street. I can't imagine how any of the school-age children were able to get to Wellington or Leota Jr. High without having their pant legs and shoes slimed to the knees! Now try to imagine how this effect will be multiplied times 65!
- Why would Woodinville even consider routing that much new traffic in a two mile detour rather than one block straight up the hill from the old fire house? Is it because Phoenix wouldn't want to have potential buyers drive through an industrial park to access their neighborhood?
Yet they think it is SO much better to pour all that new traffic through existing neighborhoods which have neither sidewalks, bike lanes or street lighting?
- If the sewer, water and power is all accessible at the base of the proposed development, then why not overlay a street on that excavation/construction?
- If the zoning changes to R-6 for Wood Trails then how many weeks/days will it take to change zoning (after all the sewer will just be about .10 mile down the street) on the five acre parcel (15252 NE 195th) located next to the 1.25 acre (which is already being prepared for sale) bordering it? The spectre of the domino effect looms large. I can just imagine some developer licking his chops to snag that smaller parcel then wait a year or so until the widow decides to sell her five acres: Yahoo! 40 or more homes on 195th St. in one devastating stroke!

- Already Phoenix Development has made the statement that they will extend the sewer from Wood Trails to their next proposed development along 204th. Looks like that domino line is already toppling!
- We may look young, but we weren't born yesterday: The idea of improving 195th and 202nd and then placing bollards at the end is a very transparent ploy to placate residents along these streets. That method is only proposed for one reason - to make it easy at some future date to remove the bollards - preferably after neighborhood energy has been worn down!

It seems like just yesterday that we both voted to incorporate Woodinville and yet now when we see the seemingly money-grab decisions that the city has made so far (how 'bout those new "cliff dwellings" on the Wdnvl/Duvall Rd.?) we somewhat regret that vote. We are dismayed to think the city would again go for the high-density-perched-on-a-cliff-development-and-run-all-the-traffic-through-the-existing-neighborhoods proposal again.

Please use some common sense and look carefully at all the impacts of this development - not just the \$ signs. There's much more to our "Woodinville quality of life" than tax base.

Sincerely,



Joyce Hyder

P.S. My husband and I requested (to Mr. Fredlund) that we be added to your list as a party of record regarding the Wood Trails development several months ago.

Dave & Joyce Hyder
5226 NE 195th St.
Woodinville
25 483-1592
jhyder@comcast.net

We have never received any information from the city regarding any matters concerning this zoning change or any of the meetings involving Phoenix Development. Are we on the list to be notified? We still depend upon Concerned Neighbors of Wellington to keep us informed of the City's actions.

: Concerned Neighbors of Wellington

Catherine Borghes

EXHIBIT 43
PAGE 22 OF 230

From: Ray Sturtz
Sent: Monday, October 25, 2004 9:27 AM
To: Catherine Borghes
Cc: Dick Fredlund
Subject: FW: Comment on Scope of EIS for Wood Trails, Montevallo, and associated developments

-----Original Message-----

From: Julia Poole [mailto:japoole1@earthlink.net]
Sent: Friday, October 22, 2004 11:27 AM
To: Ray Sturtz
Subject: Comment on Scope of EIS for Wood Trails, Montevallo, and associated developments

October 22, 2004

Ray Sturtz, Planning Director, SEPA Official

Planning Department

City of Woodinville

17301 133rd Ave NE

Woodinville, WA 98072

Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails and associated developments

Dear Mr. Sturtz,

I have many concerns about the proposed Wood Trails, Montevallo and associated developments:

1. I live next to the proposed Montevallo development. Our family property contains some wetlands. I am concerned about the potential impact of storm water drainage from Montevallo on the wetlands and also the septic systems of the houses already adjacent to the Montevallo property. I have been told that the soil here has a lot of clay that doesn't absorb water well. We already have wetlands on the West end of this property and on the East end of our property there is an area that is also unusually wet and is not absorbing water well. I request soil analysis, soil borings and other measures to protect the land and septic systems of properties adjacent to Montevallo from harm from the proposed Montevallo development. I also suggest these measures for Wood Trails and its associated neighboring properties.

2. There are many old trees next to the wetlands that the developers of Montevallo plan to destroy. I

10/25/2004

am concerned about the loss of these trees. The loss of these trees is a detriment to the beauty of this area, the air quality, and loss of habitat for the wildlife who live in these woods. I have seen deer, raccoons, rabbits, squirrels, coyotes, hawks, robins, Stellar's Jays, sparrows, chickadees, Northern Flickers, Pileated Woodpeckers, Red-breasted Sapsuckers, Spotted Towhees, and Red-breasted Nuthatches, and other birds in my woods and yard and the proposed Montevallo property. Do we want to set a precedent that Woodinville is willing to destroy its large old trees and the habitat these provide for wildlife? I request that a member of the Tree Board and an environmental specialist study the trees and wildlife on the Montevallo and Wood Trails property and determine the impacts of their loss. I also request that they study options of keeping an R-1 density to lower the impacts on these properties so that more trees and habitat will be kept, especially next to the wetlands in the corner of Montevallo property, adjacent to the East end of the property at 15306 NE 202nd ST, to increase the habitat for birds and wildlife there, and improving the air quality and retaining the beauty of nature in Woodinville.

3. I am concerned about noise pollution, light pollution and glare, and the aforementioned lack of trees in the proposed re-zoning and adding higher density housing to this area that has been zoned R-1 since at least 1967. Re-zoning to R-4 would change the whole character of a very long-established neighborhood, with many of the original families still living here. Do we want to keep Woodinville "Country Living, City Style" or is this development going to change Woodinville to "City Living, City Style"? People moved out here for a reason. If we wanted to live in a high density concrete jungle, we would have moved to one. Rezoning to R-4 sets an unfortunate precedent for more impervious surfaces, less greenery, fewer trees and plants, less birds and wildlife, and more traffic and air pollution, in all the surrounding neighborhoods as well as these new developments. I request that city planners and residents study and review carefully if this is the direction and precedent they want to set. I also request that an environmentalist assess the impacts of Wood Trails and Montevallo and associated developments for noise pollution, light pollution and air pollution on existing neighborhoods.

4. I request that traffic impacts to both car traffic and pedestrians, especially the safety of children, be studied, taking into account the proximity of our neighborhood to Leota Jr. High and Wellington Elementary.

5. I request that impacts on the school enrollment be studied, as well as impacts of the increased population on the Fire Department and Police Department, as well as the Woodinville Water District.

6. I ask that the City of Woodinville prepare a document that responds to the scoping comments, summarizing the comments received and identifying what elements of the environment will be reviewed in the EIS, as well as the level of analysis. This document is recommended by the SEPA Handbook at Section 3.2.2.

7. I would like to know who will do the EIS and what controls the City of Woodinville will have over its general content and quality. I ask that any consultants who draft the EIS should be responsible to the City of Woodinville, and not the developer, to be sure of unbiased opinions.

8. I would like to have staff define what kind of development the 11.8 acre parcel will be. I would also like defined what development plan will be used for Montevallo. Will the city of Woodinville use the plan that was before the TRC?

9. I have concerns about the 19 development credits from an unbuildable area of Woodland Trails being applied to the Montevallo site. Why should trees being preserved in a section of land not even in site of Montevallo be permission to add 19 more houses and fewer trees in a totally different area?

The neighbors near Montevallo and residents of Montevallo should not have to suffer loss of aesthetics and increased noise and density for a benefit of trees remaining in a location not near to or even in sight of them. I ask that city planners take this into consideration and request mitigation of more old growth trees being left at the Montevallo site, and that the two separate pieces of land be viewed separately in terms of density credits.

10. I request that the historic and cultural preservation of the Wellington Hills area be taken into account. Wellington Hills is one of the earlier neighborhoods in Woodinville. Our family is one of the original residents. The neighborhood was built in 1967, and has always been a quiet, R-1 zoned neighborhood, safe for children to play and ride their bicycles in. On Halloween trick-or-treaters used to come from all over Woodinville to this neighborhood. For years our household purchased 200 mini-candy bars to pass out each Halloween to welcome these children to our safe cul-de-sac. The Woodinville Weekly newspaper was also started in this neighborhood by Carol Edwards. People from all over Woodinville used to come pick strawberries at the U-pick strawberry farm that was on the Montevallo site. I request that the EIS address our historic and cultural preservation.

11. The Montevallo site was once a strawberry farm. I request that the possibility of re-zoning it to be once again for agricultural use, open space or pea patches be considered by city planners and the EIS.

Thank you for addressing these concerns.



Sincerely

Julia Poole

15306 NE 202nd ST

Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

10/25/2004

October 24, 2004

EXHIBIT 43
PAGE 25 OF 230

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RECEIVED
OCT 26 2004
City of Woodinville

RE: Comment on Scope of EIS for Wood Trails

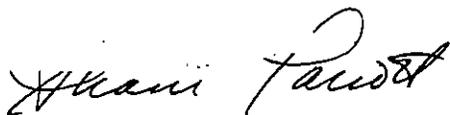
Dear Mr. Sturtz,

Rezoning will result in an increased burden on the residents already here – greater student population in our schools, increased traffic on our two lane roads, and more noise and air pollution.

I bought in Wellington because it isn't suburbia. I wanted the trees and animals and privacy that space between homes offers. I love the peace and quiet and dark at night that you don't get living in a highly populated area; the smell of the trees in the morning mist. And I love the animals. As part of the natural storm water drainage, I have a seasonal pond in my back yard. I've seen Mallard and Wood Ducks, Mergansers, Pileated Woodpeckers, Red Tailed Hawks, Stellar Jays, Bullfrogs, lizards and skinks, chipmunks, squirrels, hares and wild rabbits, raccoons, coyotes, river otters, deer, and a slew of other yet to be identified birds and mammals. If high density housing is built, impacting the normal water drainage and increasing traffic, the way of life for these animals will change too.

It seems this rezoning would benefit the developers but negatively impacts all other human and animal residents already in the area. Rezoning would bring greater load on our natural resources, our schools, parks, roads, public and emergency services, and certainly impact the look and feel of Wellington.

Please keep the area the way it is, giving me a wonderful way of life to come home to after a stressful work. Please keep Wellington zoned R1.



Shani Parrott
16212 NE 200th Court
Woodinville, WA 98072
425/482-7992
shaniparrott@earthlink.net

cc: Concerned Neighbors of Wellington

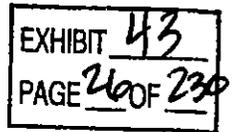
October 25, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department, City of Woodinville
17301 133rd Ave. NE
Woodinville, WA 98072

RECEIVED

OCT 28 2004

City of Woodinville



Re: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

The purpose of this letter is to respectfully document our comments and concerns on the scope of the EIS for Wood Trails and associated proposals. There are multiple components that should be considered in the EIS from our perspective and according to the components of WAC 197-11-550, WAC 197-11-420, WAC 197-11-444, WAC 197-11-550, WAC 197-11-560, WAC 197-11-408, WAC 197-11-420:

1. Steep slope analysis to include but not be limited to soil analysis, number of soil borings, impact of nearby earthquake faults, slope failure analysis, geologic history of the site(s).
2. Traffic
3. Fire access/issues
4. Police access/issue
5. Transportation system
6. Relationship to existing land use plans and to estimated population
7. Light and glare
8. Aesthetics
9. Historic and cultural preservation
10. Schools
11. Parks and recreation
12. Maintenance
13. Communication
14. Water/storm water, floods
15. Air quality
16. Odor
17. Climate
18. Sewer/soiled waste
19. Noise
20. Energy and natural resources
21. Plants/animals/fish

Not only should all of these components be evaluated, but who will do the EIS and what controls does the City of Woodinville have over its general content and quality according to the WAC's? What kind of development will be used for the 11.8 acre piece? How

October 25, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072

RECEIVED

OCT 26 2004
City of Woodinville

EXHIBIT 43
PAGE 27 OF 230

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

I am a concerned citizen of the City of Woodinville, who does not want my city's future financial wellbeing put in jeopardy by the premature approval of the development of high density housing in the Wood Trails Development Area. The only way that the city (i.e. we citizens) can be reasonably sure that a disaster does not occur is to require a full and independent E.I.S. before the project is approved. Once the project is approved and work commences, massive movement of great quantities of earth and the total destruction of the stabilizing flora in the area will make any such determination moot.

I have many other concerns, such as unforeseen difficulties in 9-11 emergency and fire response, dangers due to increased traffic through a residential neighborhood, inadequacies of the substandard pavement on 202nd street (Gravel and Tar construction), etc. Such concerns may be shrugged off as "Not in my neighborhood" syndrome. However, possible legal liabilities should not be shrugged off.

The proposed construction area is replete with steep sided canyons that do not show on the topographical maps supplied by the W.T.D. Corporation. These maps are full of errors. There are gross inaccuracies that can be easily seen by any one willing to standing at the end of 202nd or 201st street and look. Much of the land appears to be unstable. There will surely be lawsuits if there is slump damage to homes, or land slides into the Industrial park, located below the proposed high density housing. The City of Woodinville will be the "deep pocket" named in the suite. Woodinville has been warned of the possible danger and there is no way that we can say, "We didn't know". This is why I am a greatly concerned citizen of the City of Woodinville.

Sincerely



William F. Barnes
14916 NE 202nd Street
Woodinville, WA 98072

e-mail will@wfbarnes.com

October 25, 2004

EXHIBIT 43
PAGE 28 OF 230

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

I am concerned about the future of Woodinville and the natural beauty of our neighborhood. If the city allows projects such as Wood Trails, our community as we know it, will be changed forever in a negative way.

Our traffic at Woodinville/Duvall Road and Ave. 156th is already poor. Today at noon I saw 2 school buses and 8 cars waiting to turn left from 156th onto W/D road. The cars were backed up onto the hill, which is very dangerous. Wellington School is at capacity. I hate to see the owls, hawks, deer and even coyotes disappear from the hillside. I don't want to see a line of houses as I drive home. I want to see nature.

We do not want to see the area of Wellington change from R1 to R4. Wood Trails and similar developments are not positive for Woodinville. The reason we moved to Woodinville was for the big lots and quiet neighborhoods.

Sincerely,

Cindi Stinsen
15009 NE 195th Street
Woodinville, WA 98072

October 25, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

EXHIBIT 43
RECEIVED PAGE 29 OF 230
OCT 22 2004
City of Woodinville

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

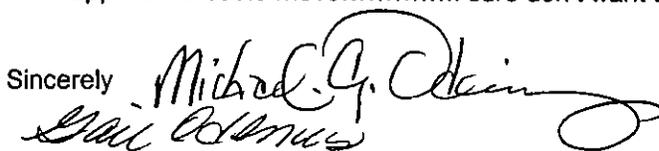
My wife and I moved to Woodinville in 1996 from our farm in Arlington. We purchased our home in Wellington Hills Estates for the sole reason of its location and surroundings. It seems now that the lifestyle we have come to know and love is being threatened by massive construction projects in our area. I can only wonder what will happen to the unique character of this neighborhood if the projected re-zoning from R-1 to R-4 is allowed to proceed, to the benefit of developers and certainly not to us, as homeowners.

Our home is adjacent to a recorded wetland through which we enjoy seeing wildlife that will definitely become uprooted with development in the area. We have mountain beaver, nesting ducks, many different varieties of birds, deer, coyotes and two species of squirrels which, at this time, provide endless entertainment for the two of us and our seven grandchildren.

So much for our rather selfish concerns about the local wildlife; after all, up-rooting, in the name of progress, is done everyday. Are you even remotely aware of the traffic problems connected with the proposed development of the area or is that something we, as homeowners, must simply accept? The infrastructure, at this time, on 156th and Duvall/Woodinville is not designed to accommodate the additional traffic generated by the development of the R4 zoning. The confusion of both the construction of the many new homes and the much needed re-thinking on the traffic problem is going to take a very long time to resolve. In the meantime, if this is allowed to happen, we, the affected neighborhoods, would be forced to "suck it up" and learn to live with it.

I suppose we could move.....I sure don't want to, again.

Sincerely



Michael and Gail Odenius
15132 NE 204th St.
Woodinville, Washington 98072

cc: Concerned Neighbors of Wellington

October 25, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RECEIVED

NOV 1 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

EXHIBIT	43
PAGE	30 OF 220

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

This letter is in reference to the proposed Wood Trails development project. This project would have a serious impact on the surrounding natural areas of our community as well as cause significant traffic congestion in already sensitive corners. What is most troubling is that this project violates many of Woodinville's 1994 Visioning comments and a number of Policies in the Comprehensive Plan. I quoted out of the Comprehensive Plan during our first meeting last spring prior to the City's involvement. I will repeat that here for the record. I will also specifically address what I would like to see in the EIS.

The Comprehensive Plan for the City of Woodinville provides a guide for future growth in Woodinville.¹ As citizens this is what we look to for guidance as to what the city will do in the future. If there are gross violations of this plan by the city government then the citizens are left without a voice on the very land they inhabit. The City of Woodinville prepared this Comprehensive Plan as required by the Washington State Growth Management Act as the City's guide for future development based on the community's vision and values.² The plan contains both a Future Land Use Map and the City's Zoning Map. See Figures 3-2 and A3-2 respectively of the Comprehensive Plan.

The character of the Wellington Neighborhood would be changed forever with the addition of 66 homes crammed into 18 or so acres and all of whose residents would be exiting their new development through the Wellington Neighborhood. This speaks against Chapter 3 Sec. 3.2 Policy LU-1.1, which states, "Preserve the character of existing neighborhoods while accommodating the state's 20-year growth forecasts for Woodinville." By bringing in the apartment like dwellings disguised as homes on postage size lots they are certainly violating the "character" of this neighborhood which is one of the oldest neighborhoods in modern Woodinville. If we want to continue celebrating the "appeal" of Northwest living, which Woodinville is known for, we should refuse all proposals that do not compliment the vision set forth in the Comprehensive Plan. If this proposal is accepted we will have created an urban community where concrete takes precedence over the quality of life.

The Wood Trails proposal contradicts the original planning guidelines of the City of Woodinville. The proposed development does *not* satisfy the requirement "Where adverse environmental impacts can be minimized: and where such development will enhance the area's appearance or vitality." (Chapter 3, page 1, Goal LU-1.2, clause 2). The City has an obligation to "maintain or improve Woodinville's quality of life, environmental attributes, and Northwest woodland character" (Chapter 3 page 1, Goal LU-1). Taking down a forest and replacing it with wall to wall houses with a few saplings in between would certainly ruin the "Northwest woodland character."

Concerning the EIS. I would like to request that, as part of the EIS, two detailed drainage/erosion models be developed. The first model should show the current drainage and erosion. The second should show the expected drainage and erosion once the trees have been removed and much of the land paved over or populated with houses. The two should be exhaustively compared to each other to get a thorough understanding of the environmental impact of the alteration of the hillside. The runoff on this hillside will be altered significantly if the proposed development is completed. This will have an adverse affect on the efforts to keep the salmon population strong in Bear Creek. Additionally, any potential seismic hazards should be

¹ City of Woodinville Comprehensive Plan, Chap. 1, Sec. 1.1

² City of Woodinville Comprehensive Plan, Chap. 1, Sec. 1.2

investigated. Policy Env-4.1, Chapter 12 Environmental, page 2 states "Protect public safety in potential seismic, flood hazard and slide hazard areas." Within the last 6 months articles in the Woodinville Weekly discussed the Whidbey Island fault running southeast underneath the Brightwater site. Well, Woodland Trails is just south of the Brightwater site so the existence of the fault and future damage due to the fault must be thoroughly investigated.

In addition, the wildlife habitat could be disturbed, most likely eliminated, if this project were to be approved. We have seen owls between 198th and 201st near where this new neighborhood would meet the Wellington Hills neighborhood. It is vital, not only to the habitat of this species, but others, that thorough studies of the effects on the wildlife habitat take place. If approved, this project could have a dangerous rippling effect on the environment.

Sincerely,

Michael A. O'Grady and Michelle L. O'Grady
Mike & Michelle O'Grady
14906 NE 204th St.
Woodinville, WA 98072

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PAGE	31 OF 230

cc: Concerned Neighbors of Wellington

October 25, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RECEIVED
OCT 25 2004
City of Woodinville

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

About five months ago I moved from West Seattle to Woodinville in order to escape high-density living and the inherent problems it creates. I bought a beautiful home on a sizable lot on NE 201st St. The lot backs to a green belt (neighborhood park). We love our new home.

I was surprised to find out recently that the city is considering a rezoning of my area in order to allow a developer to come in and build a high-density neighborhood at the end of my street. This is so shortsighted that I felt the need to write this letter. Please make no mistake...the impact on my neighborhood would be felt forever.

At night, I can hear owls hooting not far from my back door. Do we know what kind of owls they are? Do we know how many there are? Do we know how a development this size will adversely affect this population? Well we better find out.

In the mornings, at my birdfeeders, I see Woodpeckers, I see Yellow Finches, I see Blue Birds, I see Humming Birds, I see birds I don't even recognize and can't readily name. Can the city name these birds? Does the city know their population? Does the city know what will happen to these birds when we start clearing most all of the trees in my neighborhood? You know the developer WILL remove a lot of trees. How else will they be able to shove so many homes into such a small area?

During the day I see raccoon; I see chipmunk; I see squirrel. Where will these populations move to when they are forced out? Does the city know that?

How about the storm drains? Or should I say storm culverts? How is our system going to handle the greatly increased run-off and the erosion that comes next? Please tell me the city knows this!

I understand that my rural street, the one our kids play on today, is going to be converted into a thoroughfare. Does the city know what that will do to safety? Do they know how to protect our children when they are out playing in front of their homes?

And what about the investment I just made in my future and my family's future. Does the city know the impact this development will have on my property value? If they don't, I would appreciate it if someone would look into it for me! Let's not make a decision everyone will regret.

Sincerely



Tom Merz and Family
15208 NE 201st St., Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

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NOV 1 2004

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October 25, 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

I am writing concerning the proposed traffic option to bring traffic south on 148th to Wood./Duvall Rd. I am shocked that this could be proposed as an alternative without even notifying the residents who live on 148th, 192nd, and 152nd. This possible option would not only devastate our property values, but dramatically alter our lifestyle. The only reason our neighborhood found out was because we were notified since we owned property on 195th that we have recently sold.

I am also concerned about the direction the City of Woodinville is heading. They do not seem to be representing the vast majority of citizens who do not want to see high density neighborhoods come to Woodinville. This is very disturbing!! You are suppose to be representing us, the citizens.

Thank you for taking time to read these comments. I truly hope that this letter and the many others that have been sent will be taken into great consideration.

Sincerely,

Sandra Hoflin
14816 NE 192nd St.
Woodinville

cc: Concerned Neighbors of Wellington

October 25, 2004

EXHIBIT 43 Page 2 of 2
PAGE 34 OF 220

Dear Mr. Sturtz,

Living in a neighborhood that is safe, appealing, and has a feeling of home is something everybody strives to achieve, maintaining such a neighborhood is the responsibility of those that live in that neighborhood, and of those who plan the communities made up of the many neighborhoods.

With the proposed development of Wood Trails, my neighborhood (Wellington Hills) will lose its appeal, become unsafe for my children to walk and ride their bikes on the streets, and will lose the quality it currently has. I urge you to please consider the impacts that will be imposed on my neighborhood by developing Wood Trails. The charm and character of the Wellington Hills Neighborhood will be lost forever.

To rezone our neighborhood area will completely change it forever, add traffic to our streets, and add a high degree of danger to the neighborhood children. Opening our dead end streets to serve the Wood Trails Development will have a significant impact to the current safety margin enjoyed by the many elementary and junior high kids that walk to school; many children ride their bikes and play on these dead end streets too. Traffic currently driving the dead end streets is very low in volume, and the drivers are aware the kids play in the street. Any addition to the number of vehicles traveling our streets will increase the danger and the likelihood of injuring a child. Mr. Sturtz, please keep our neighborhood safe, do not allow the development of Wood Trails as proposed. Maintain the neighborhood by maintaining the current zoning (R-1) please do not cluster the new homes; do not open our dead end streets. As proposed, Wood Trails will completely change the character, and safety of our neighborhood.

Sincerely,

Clifford A Griffin

14907 NE 198th Street

Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

10/25/2004

October 25, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

We are writing this letter today to address our concerns of this new proposed housing development "Wood Trails" in the Wellington area. We have lived in this area for almost 20 years and have raised our children here. We specifically picked this area years ago because of the country atmosphere. We understand that the owners of this property want to build houses. All we are asking for is that they play by the same rules as everyone else has in this neighborhood, R-1 zoning.

When the city vacated the slope easement to our immediate west, One and a half million yards of dirt, plus, all of the trees and brush were removed from the hillside adjacent to our property. Thus creating, a *wonderful view* of the industrial park below. Not to mention, the noise level that *doubled* that we now have to tolerate. To mediate some of the damage, we planted over 30 trees and screened our wests boundary.

When they built the houses to our east, they changed the existing drainage. Now some of it goes thru our basement. We had to install a French drain in our front yard and (2) sump pumps in our basement, and we still have flooding problems when it rains. Another direct result of this building is we had to change our water meter when they rerouted the water mains. Costing us \$3800.00.

We live on a substandard, dead-end street. There are several children living on this street and it is dangerous now. You can imagine how dangerous it will be with a major increase in traffic.

If they want to build houses in this neighborhood, follow the existing rules. **(1) house on (1) acre.** Please don't make us have to pay emotionally, environmentally, and financially.

Sincerely

Rick and Jan Dailey
19417 148th Ave NE
Woodinville, Wa 98072

cc: Concerned Neighbors of Wellington

October 25, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

We're homeowners off of 202nd street, and are extremely concerned about the impact on our neighborhood of the proposed Wood Trails development. Specifically, we're concerned about the potential doubling of automobile traffic, impact on wildlife, including deer, rabbits and bald eagles, to name a few. We are also concerned about the impact on ground water, and the inevitable overcrowding of our schools. We moved into a "country" neighborhood, and these capitalists are boxing us in with a sewage treatment plant, a costco, potentially an industrial site on the Golf Course; when will this end!!!!

Sincerely

Mark and Marie Day
20219 151st Avenue N.E.
Woodinville, Wa
98072

RECEIVED
OCT 26 2004
City of Woodinville

cc: Concerned Neighbors of Wellington

October 25, 2004

EXHIBIT 43
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Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

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NOV 1 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

In addition to the many adverse impacts identified for discussion in the EIS, please include the areas of noise and air quality impacts of this proposed project. Also impacts to the homes directly surrounding the project during construction.

Sincerely

Brian and Cheryl Fountain
14823 NE 198th Street
Woodinville WA 98072

cc: Concerned Neighbors of Wellington

RECEIVED

NOV 1 2004

October 25, 2004

VIA E-MAIL

EXHIBIT 43
PAGE 38 OF 230

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

We own the property at 19626 148th Avenue NE in Woodinville and we're quite concerned about the potential development in front of us.

We know you have heard from a number of neighbors about the impact of additional residents and traffic in the area and we're concerned about those issues as well.

In addition, we recently renovated our home with the thought that the area would be our home for many years. This turn of events is most concerning to us.

One additional item that may not have been brought to light is the appearance of a large sink hole in front of our property. We know the city has looked at it and we understand the opinion is that there is some kind of underground stream. We are concerned about the impact on our property if the proposed development happens.

In closing, we would urge the city to consider the impact of this development on the rural, community feel of the neighborhood. We don't want overcrowding at our schools, nor the increased traffic the additional building would bring. This area needs to remain R-1.

Sincerely,

Adam & Alicia Gold

19626 148th Avenue NE
Woodinville, WA 98072

39 White Oak Lane
Stamford, CT 06905
203-609-0572
ahgold@earthlink.net

cc: Concerned Neighbors of Wellington

October 25, 2004

RECEIVED

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

NOV 1 2004
CITY OF WOODINVILLE
PLANNING DEPARTMENT

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

My name is E. Nadine Jones and I live at 14903 NE 201st Street in Woodinville. I'm opposed to building Wood Trails & Montevello development.

I live on 201st Street, which Phoenix Properties thinks is one of the best routes to the proposed housing development.

I am proud to live in Woodinville. When my husband and I retired we bought this property 19 years ago, we were very pleased to move into a neighborhood that had the foresight of planning one home per acre. It was excellent planning all those years ago and certainly I would be distressed to see the plans changed now.

We were told about the wonderful sound barrier/buffer of trees on the west to protect us from the noise of the commercial area and highway below. If the trees are removed the noise will be terrible.

Our yard has been one of the best assets to the property. It has a chain-linked fence that protects the wild life that frequently visits. Today and most every day I will see rabbits, squirrels, robins, northern flickers, stellar jays and woodpeckers. At night I hear Owls hooting. As my late husband said, "This is heaven." Will I still have this beauty after the trees are cut down and the wild life perishes? No, it will disappear and be a great loss to the citizens of Woodinville. I truly do not want to give up the natural beauty that has been here for so long.

If the re-zoning is approved our investment will have changed a great deal. Resale is impossible now that I am a widow. Who would want to buy this property with the unknowns of sewer costs, change to R 4, widening and resurfacing streets and traffic zooming by?

If this project is approved this will be a nightmare for the neighborhood not only 201st but 198th, 202nd and 156th. The building process that will occur including the coming and going of the logging trucks, large machine trucks such as bulldozers, cranes, cement, lumber, roofing, and garbage trucks to name a few, will destroy the streets. The construction workers such as framers, roofers, electricians, painters, plumbers, and many, many more will have to go by my house. This is not for a day or two but will go on for a lengthy amount of time to build those houses. During that time it is usually raining, and/or perhaps snowing with temperatures low enough to freeze. The steep grade will be hard to negotiate.

Once the homes are built at the new sight, the traffic will increase tremendously and if the weather turns to snow or freezing rain 201st will become a parking lot for all those homes. The new owners will be parking their cars in front of my house and walk down the hill with fear that they will not be able to get out later. NE 201st street is not wide enough to accommodate more than two lanes of traffic with parking on both sides. Added to that is the safety of the children. Though I don't have young children I have grown rather attached to the ones in the neighborhood.

In conclusion please continue to keep the Wellington Hills area as R-1.

Sincerely



E. Nadine Jones

14903 NE 01st Street Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

EXHIBIT 43
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Catherine Borghes

From: Catherine Borghes
Sent: Monday, October 25, 2004 12:29 PM
To: 'mtupper51@att.net'
Subject: FW: Comment on Scope of EIS for Wood TrailsOctober 25, 2004

10/25/04

Dear Mrs. & Mrs. Tupper,

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,

Ray Sturtz,
Community Development Director

-----Original Message-----

From: Marsha Tupper [mailto:mtupper51@att.net]
Sent: Saturday, October 23, 2004 2:04 PM
To: Ray Sturtz
Cc: fred@greenfinancial.com
Subject: Comment on Scope of EIS for Wood TrailsOctober 25, 2004

October 23, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

As residents of the Wellington neighborhood we would like to voice our concerns over the proposed Wood Trails development. We moved to Washington three years ago and selected Woodinville for our home over other cities on the eastside specifically because of its rural character and large lot sizes. We were alarmed to hear about the proposed rezoning of the Wood Trails area from R1 to R4 and the clustering of 66 homes on just over 10 acres of land. We feel this high density project is not compatible with the aesthetics of the current Wellington and Wellington Hills neighborhoods and fear that the change in zoning and the installation of sewer service in this area could lead to further development nearby.

We are also concerned about the affect this development will have on wildlife and plant habitat. We often walk the trails

10/25/2004

through this area and have seen everything from coyotes and deer to owls, Douglas squirrels, pileated woodpeckers, blooming native trillium in the spring and currently, a large variety of wild mushroom. Because of its steep slopes and ravines, this property is a natural buffer for the wildlife and plant life it supports and we hope that it will remain that way. We walk the neighborhood on the west side of 156th Avenue, from 198th Street to 203rd Street almost every day in the early morning, and have spotted coyotes on the roads and in residential properties at least once per week during the past six months. Neighbors have also reported sightings to us. This is a huge increase over previous years and we are concerned that as natural areas are destroyed, more and more coyotes will be roaming the neighborhood.

Finally, we are concerned about the infrastructure of the surrounding areas if this development is allowed to go through. Is it really feasible that two or three two-lane country roads will be able to handle all of the resident traffic to and from 156th Avenue, not to speak of all the construction-related traffic (large construction equipment, earth moving equipment, logging trucks, etc)? Just last week, traffic had to be halted on 156th to allow large construction trucks to make a right-hand turn onto 195th Avenue, as they were not able to make the turn from their own lane. I have also had to backup in the left-hand turn lane at the intersection of Woodinville-Duval Road and 156th Avenue in order that a large logging truck could make a right-hand turn onto Woodinville-Duval Road.

We ask that you consider the above impacts in the EIS and hope that the City will prepare a document that responds to the scoring comments.

Sincerely,

Craig & Marsha Tupper
15419 NE 198th Street
Woodinville, WA 98072

EXHIBIT	43
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cc: Concerned Neighbors of Wellington

EXHIBIT 43
PAGE 43 OF 230

Catherine Borghes

From: Catherine Borghes
Sent: Monday, October 25, 2004 11:57 AM
To: 'jarrett.erin@comcast.net'
Subject: RE: Comment on Scope of EIS for Wood Trails

10/25/04

Dear Mr. and Mrs. Renshaw

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,
Ray Sturtz,
Community Development Director

-----Original Message-----

From: Erin & Jarrett Renshaw [mailto:jarrett.erin@comcast.net]
Sent: Thursday, October 21, 2004 8:54 PM
To: Ray Sturtz
Cc: Fred@GreenFinancial.com
Subject: Comment on Scope of EIS for Wood Trails

October 25, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

Please make note of our concerns regarding the impact of the two proposed developments linked to Wood Trails.

Changing the face of the entire area over time:

- We will forever be in danger of "scope creep" as the R-1 zoning begins to be overrun by R-4 or higher, forever changing the character of the existing neighborhoods

These developments will be built on two relatively small pieces of land but will double the number of residents in our neighborhood. Assuming more than one car per new household, which is likely, this could add 300 more vehicles making daily trips through the area:

- I am concerned about traffic congestion and the increased risk to our children of injury or death that doubling the flow of traffic to this area could bring.
- We are in an area of atmospheric inversion – the same conditions that bring us the frequent smell of soup and someday, possibly sewage, will now bring us more car exhaust and smog.

Quality of Life:

- Public recreational facilities will be overtaxed
- Noise pollution is bound to increase
- Storm water drainage and erosion will be impossible to control.
- Natural woodlands and wildlife would be decimated
- Replacement of our scenic view with a view of the backs of cheaply built houses or townhomes.

Security:

- Fire and Police response is likely to slow down in general.
- Accessibility to Wood Trails may be inadequate for Fire and paramedic.

Financial:

- With the advent of a sewer system and the threat of Brightwater looming, it would be just a matter of time before we are forced to hook up and pay the steep price for the "privilege."

Sincerely,

Jarrett and Erin Renshaw
20230 149th Pl. NE
Woodinville

cc: Concerned Neighbors of Wellington

Catherine Borghes

From: Catherine Borghes
Sent: Monday, October 25, 2004 12:02 PM
To: 'ghasse2@comcast.net'
Subject: FW: Woodtrails Development

EXHIBIT 43
PAGE 45 OF 230

10/25/04

Dear Mr. and Mrs. Hasse,

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,

Ray Sturtz,
Community Development Director

-----Original Message-----

From: Ray Sturtz
Sent: Monday, October 25, 2004 9:29 AM
To: Catherine Borghes
Cc: Dick Fredlund
Subject: FW: Woodtrails Development

-----Original Message-----

From: Gary J. Hasse [mailto:ghasse2@comcast.net]
Sent: Friday, October 22, 2004 5:29 PM
To: Ray Sturtz
Cc: Fred Green
Subject: Woodtrails Development

October 25, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

I am greatly disturbed in regards to the Phoenix Development Group's proposal to build the Wood Trails and Montevallo developments. I have lived in the Wellington Estates area for the past 26 years and have really enjoyed the quiet and rural atmosphere of the area. It is not uncommon to see deer, owls, redheaded woodpeckers, squirrels, chipmunks, opossum, raccoon and other wild animals in the neighborhood. The streets are quiet and as they are not through streets have always been safe for our children to play on. My concern is that these new developments will mean literally more than doubling the amount of homes in the area and will increase the traffic in the area more than that. The wild life will disappear and the tranquility of the neighborhood will be lost forever. If the rezone from a R-1 to a R-4 were granted the integrity of the neighborhood would deteriorate. The new homes planned do not conform to the homes in the surrounding area. We would no longer have the rural atmosphere but would be subjected to the more city like living.

In addition, I feel that the proposed Montevallo development will result in considerable

water run off into my own back yard. The proposed developme... is uphill from my property and if it is developed as proposed it will no longer be able to absorb the rainwater as it has before. We all know that the law of gravity will ensure that the excess water will end up in my neighbors' back yards and mine. This is not acceptable.

If these developments must go on, then they should be required to fit the integrity of the existing neighborhood. That would mean maintaining the R-1 status and building less homes on the acreage.

In closing, I do hope that you and the rest of the city will evaluate these proposals very closely. You should not destroy the atmosphere we have all enjoyed for so many years just to line these greedy developers pockets with higher profits.

Sincerely

Gary and Jo Ann Hasse
15116 NE 202nd St.
Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

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EXHIBIT 43
PAGE 47 OF 230

Catherine Borghes

From: Catherine Borghes
Sent: Monday, October 25, 2004 12:11 PM
To: 'almetclem@attbi.com'
Subject: FW: Letter to Woodinville 10-21-04

10/25/04

Dear Mr. and Mrs. Clemeson,

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,
Ray Sturtz,
Community Development Director

-----Original Message-----

From: Ray Sturtz
Sent: Monday, October 25, 2004 9:25 AM
To: Catherine Borghes
Cc: Dick Fredlund
Subject: FW: Letter to Woodinville 10-21-04

-----Original Message-----

From: Sharon Clemeson [mailto:almetclem@attbi.com]
Sent: Saturday, October 23, 2004 1:53 PM
To: Ray Sturtz
Cc: 'Fred Green'
Subject: Letter to Woodinville 10-21-04

Leonard and Sharon Clemeson
15103 N. E. 202nd Street
Woodinville, Washington 98072

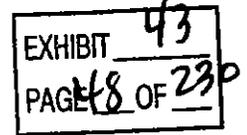
(425) 486-0956

October 21, 2004

Mr. Ray Sturtz, Planning Director, SEPA Official
Planning Department

10/25/2004

City of Woodinville
17301 - 133rd Avenue NE
Woodinville, Washington 98072



Email: rays@ci.woodinville.wa.us

Re: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

We are going to be out of town until November 9th and will not be able to attend the meeting next Thursday regarding the EIS.

We would like to add our voices to those of our friends and neighbors to voice our displeasure over the proposed Wood Trails development. Like our neighbors, we moved here for the relative peace and beauty of the area. We thought it was a good place to raise our children and it had relatively easy access to Seattle. We believed in the motto "*Country Living, City Style*". We paid our dues by working with the PTA when our kids were in school, voted for every bond issue when they came up and worked to keep King County from trying to put a jail in Woodinville.

We voted to become a city because we thought we would have an advocate who would fight to keep the character of our community intact.

Others have listed the wildlife that would be affected by this development but we would like to add an American Marten, a female (and male) Great Horned Owl, Great Blue Heron, American Eagle and about 45 varieties of birds and three species of squirrels (Northern Flying, Grey and Douglas) that we observed in the woods next to and on our property.

We are probably more aware of the wild life since we live next to one of the wooded areas and we work out of our home. We've noticed that many of the birds and animals are nomadic. The cedar waxwings are only here in fall when they come for the blueberries. When there is a larger population of the various rodents the interested predators follow. I spotted the American Martin in the trees when there were a lot of Douglas Tree Squirrels. They have seemed to move south and west through the woods the next year toward the Wood Trails development area. The female Great Horned Owl came when we had a lot of rats. The other night I heard a Great Horned Owl, but it sounded like a male. Mourning Doves have lived in the trees for many years. They moved off when the owls moved in. Two weeks ago we were visited by a young Coyote. We have many in late winter and early spring.

We used to have bird feeders for all size birds and hundreds on our deck in the winter, but turned to small feeders when we found a Cooper's hawk using our yard and sitting on our deck. We rarely see the evening grosbeaks, black headed grosbeaks, house finches, varied thrush and pine siskins. We have many finches, spotted tohees and juncos that pick up the spilled seeds. This summer we saw a Bullock 's oriole. We still have many large birds that come. We have Stellar's Jays, a pair of Downy woodpeckers and Flickers coming to eat suet on the deck right now. We've had Pileated woodpeckers in the woods in the past.

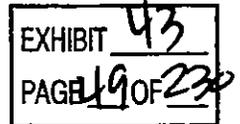
We've raised many generations of Black-capped Chickadees, Chestnut-backed Chickadees, and Red and White Breasted Nuthatches. They bring their young to the feeders when they

are ready to leave the nests. We haven't had quail in the yard since we moved in, but that is due to our cats! The neighbor across the street saw a covey this summer. We've had tree swallows at different times, usually in summer.

About a month ago my cat woke me early in the morning to come see some raccoons. A pair; and I believe there were babies under the deck eating left over seeds. The parents wouldn't leave when they would have normally run off. They kept looking under the deck and only a small animal could get under there. My light went off and I couldn't observe them further.

The deer that we saw in August thrilled our neighbor's five year old. These aren't big things, but they add to the quality of life in this area. Moments like this will disappear if developers are allowed free reins to do what they will. If this is the case then we think you should seriously consider changing the city motto to something more appropriate with your decisions.

Sincerely,



Leonard P. and Sharon Clemeson
15103 NE 202nd Street
Woodinville, Washington

cc: Concerned Neighbors of Wellington

Paul L. and Kathleen W. Forman
19831 156th Ave NE
Woodinville, WA 98072

EXHIBIT 43
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October 26, 2004

TO: City of Woodinville
FM: Paul and Kathie Forman
RE: The proposed Wood Trails Development

As Woodinville City residents living on 156th Ave NE we have many concerns about the proposed rezoning of the land in question, but our major one is traffic flow. During the 14 years we have lived in our home we have experienced first hand a steady increase in the amount of vehicle traffic on 156th Ave NE. Before any additional housing developments can even be considered in our neighborhood, the City of Woodinville must address the currently inadequate number of through streets in the wider area. All east-west roads off 156th Ave NE seem to depend totally on that single artery for north-south travel.

Access to neighborhood schools – Wellington Elementary and Leota Junior High – is prohibited by the blockading of a public street and a multitude of deliberately incomplete roads, forcing even residents who live less than a block from those sites to drive out onto 156th Ave NE and then the Woodinville-Duvall Road in order to transport their children to and from school. Two years ago, on Leota's Curriculum Night, a fire on the corner of 168th Ave NE and the Woodinville-Duvall Road created stand-still traffic over a two hour period. If we were ever to have a major emergency during a school day that involved either (or both) school campuses, the resulting gridlock would be a terrifying and interminable ordeal for every child, parent, educator, and law enforcement official.

It seems unthinkable to us that the City would allow developers to create high density clusters of additional dwellings dependent on an already over-stressed system (or nonsystem) of roads without first comprehensively studying and correcting our existing traffic flow problems. Minor accidents on the W-D Road between 168th NE and 156th NE tie up traffic for 45 minutes or more. On school mornings lines of cars regularly back up from the signal at 168th NE through the intersection at 156th Ave NE.

Workable solutions are far more complex than widening 156th Ave NE or widening the Woodinville-Duvall Road. The truth is, if you plan to authorize developments within this region of Woodinville to the extent of the proposed projects, you must be willing to first deal with the citizens already living within an extensive area of this community and work with them (or in spite of them) to responsibly create a pattern of public roads appropriate to the needs of all who use them – especially an east-west through road north of the Woodinville-Duvall Road connecting the Woodinville-Snohomish Road and 168th or 176th Ave NE. Despite protests from neighbors who do not want to live on through public streets, the wider public has a right to have roads connect for both safety and convenience. Residents of any sort of development in the proposed area must have access to the west and south without relying solely on the already overused 156th Ave NE, and Woodinville-Duvall Road. Additional development in the area is absurd until the underlying traffic issues are addressed and resolved.

Sincerely,



Paul Forman and Kathie Forman

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October 26, 2004

NOV 1 2004

Mr. Ray Sturtz, Planning Director
Mr. Dick Fredlund, Planner
City of Woodinville
17301 - 133rd Ave NE
Woodinville, WA 98072

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Subject: Wood Trails – Comments

Dear Ray and Dick,

We have a number of concerns with the proposed Wood Trails development. Foremost is safety, this letter reiterates street safety concerns that we submitted to the City in a letter dated April 2002.

We and other residents along NE 195th Street have been very concerned about the inadequate street width and sight distance at the crest of the hill near our home. These conditions have presented serious safety concerns for years. Recently, new homes have been constructed nearby, and a number of families with small children are often present. These conditions need to be improved before any additional development in the area is considered.

Specific safety concerns include:

- The crest vertical curve is substandard and results in very poor sight distance. It is signed: "Limited Sight Distance – Road Narrows – 15 MPH".
- The paved roadway width measures 20-22 feet in most areas, with no shoulders, which does not meet City street standards.
- There is no available width (paved or unpaved) for pedestrians to move out of the roadway to avoid motor vehicles. The roadsides have heavy brush and/or steep cut and fill slopes along most of its length.
- The narrow width and inadequate sight distance further compromise safety at several driveways along the street.
- The roadway aligns in an east-west direction and the morning and evening sun blinds drivers approaching the crest of the hill during many times of the year, which further reduces safety in this area. This often occurs during the time of day when children are walking to/from school.
- There is no roadway lighting along NE 195th Street.
- This road was never intended to serve more than a few residents. There is no roadside drainage ditch, and the pavement condition is very poor. The western segment of this road consists of a minimal pavement section that is fractured and breaking up.

We appreciate your attention to this matter and please keep us informed on the status of Wood Trails.

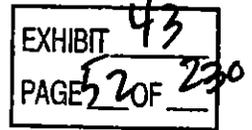
Sincerely,

Roger and Jill Mason
15023 NE 195th Street
Woodinville, WA 98072

c: Concerned Neighbors of Wellington

Catherine Borghes

From: Catherine Borghes
Sent: Tuesday, October 26, 2004 8:13 AM
To: 'surprise46@comcast.net'
Subject: RE: Wood Trails Comment



Mr. and Mrs. Tatarsky,

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,

Ray Sturtz,
Community Development Director

-----Original Message-----

From: Ray Sturtz
Sent: Tuesday, October 26, 2004 8:07 AM
To: Catherine Borghes
Cc: Dick Fredlund
Subject: FW: Wood Trails Comment

-----Original Message-----

From: John & Mary Tatarsky [mailto:surprise46@comcast.net]
Sent: Tuesday, October 26, 2004 6:49 AM
To: Ray Sturtz
Cc: Fred@GreenFinancial.com
Subject: Wood Trails Comment

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

As residents living on NE 198th Street, Woodinville, we would like to comment on the proposed Wood Trails housing development. When we moved to this area 9 years ago we chose our house on this dead end street for many reasons, one of the most important being the lack of vehicular traffic, and resultant noise and air pollution. Having lived on busy streets in the past, it was a relief to finally have some peace and quiet, to have a street in front of our house where our daughter could ride her bike without major car traffic, and where we could take a walk without dodging autos.

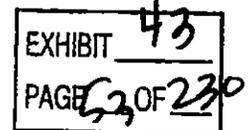
Little would we have thought at the time that a development such as Wood Trails would ever be proposed for the steep terrain at the end of our neighborhood. The developer makes the argument that this is progress, and that they are complying with the growth management and development rules. That is debatable, but I would hope the city looks critically at the impact such a development will be putting on the citizens already living here. Most of us chose this area for the open space and light housing density that exists here; and now a very densely packed row house type of neighborhood is being forced upon us. We look to the City of Woodinville, and its planning department, to recognize our concerns and mitigate the impact of such a development.

Although most residents would rather not have this development at all, we believe a compromise solution might be available. In our opinion the most harmful aspect of this development is the impact of automobile traffic through our neighborhoods, using the roads our houses front onto as arterials to this project. Why is the only access to this project being designed through our existing low density neighborhood? There are three other sides to this development, yet we see little to no effort on the part of the developer to seriously consider other access roads. So what if it will cost the developer more money to design and construct a road or two up a steep hill? So what if they design an access road from a commercial area? If they can find a way to build houses on this marginally buildable land, they should be able to find a way to access it without disturbing the peace and quiet of the residents who are already here.

If in the end all our arguments are for naught and the City of Woodinville allows this project to proceed, at the very least it should recognize the concerns of its current residents, and demand this developer spend a bit more to redesign the traffic access to keep the traffic from this housing project away from our neighborhoods. That would be a compromise we believe most current residents could live with. If this project is approved as currently planned, Woodinville will have become just another suburb of "little boxes on a hillside", with no protection for its neighborhoods. And that would be a shame.

Sincerely

John & Mary Tatarsky
15112 NE 198th Street
Woodinville, WA 98072



27 October 2004

Ray Sturtz
Planning Director
Community Development Department - City of Woodinville
17301 133rd Avenue NE
Woodinville, Washington 98072

RECEIVED
OCT 26
City of Woodinville

EXHIBIT	43
PAGE	54 OF 230

Re: SEP2004-055, PPA2004-056. Proposed plats of Wood Trails and Montevallo

Dear Mr. Sturtz:

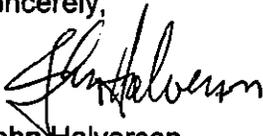
My property is one parcel in the land assemblage for the proposed Montevallo plat.

The published Scoping notice for Wood Trails and Montevallo states the "Wellington" neighborhood currently has 145 residential lots. The 145-lot total appears to only count the lots on the west side of 156th Street. I do not know the parameters used to count lots or to officially determine the size of the affected neighborhood. It would seem that the rest of the immediate neighborhood, i.e., the several subdivisions along the east side of 156th Street, that have no outlet except to 156th Street, should be considered. The plat of *Wellington*, which is immediately east across 156th Street from Wellington Hills, has 70 lots. Other small plats and individual parcels appear at a cursory glance to double that figure. Consequently, even if some weighted average is used to account for locations east of 156th Street, the neighborhood's current size greatly exceeds 145 lots.

Woodinville, as a growing city, needs to welcome proposals to increase the supply of single-family houses. Wood Trails and Montevallo represent a way for Woodinville to provide new houses on in-fill sites rather than in outlying locations that add to urban sprawl. Encouraging development of new houses on such in-fill sites is an opportunity for civic-minded citizens to participate, in an indirect way, in creating enough housing to meet the demand of our increasing population. Increasing the supply of affordable housing is a goal many Woodinville citizens have expressed as desirable for our community, e.g., the current tent city on publicly owned land. The trickle-down effect works. One reason more people cannot afford housing is because the supply is artificially restricted by over-regulation or by neighborhood protesters exerting undue influence on private property rights.

I believe you and other public officials will ensure that new residential development proceeds in a responsible manner. The required EIS for Wood Trails and Montevallo should be viewed as a tool in enabling development to proceed in a manner that protects not only adjacent property owners, but also the rights of those whose land is proposed for development. I trust the EIS is not being required as a roadblock to development or an appeasement to anti-growth activists.

Sincerely,



John Halverson
20325 156th Avenue NE
Woodinville

October 27, 2004

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NOV 1 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

CITY OF WOODINVILLE
PLANNING DEPARTMENT

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

I am writing to request that you take into consideration the following points during the EIS process for Wood Trails (and any other developments slated for the adjacent areas).

Traffic -

First and foremost, I am concerned about the increase in traffic in the greater Wellington neighborhood which would result from the development of this land as proposed for Wood Trails. This includes the immediate access streets within the entirely residential part of the neighborhood on the west side of 156th NE, but also 156th NE itself. I have lived in the Wellington neighborhood for the last 12-plus years, and I have seen the growth in the amount of traffic traveling on 156th NE. I am very concerned that this development will place undue burden on the existing infrastructure, negatively impacting the current residents on both sides of 156th NE.

While I applaud the improvements the city made to the shoulder of 156th NE a few years back, this street remains hazardous for foot and bicycle traffic much of the time. This street is used as a route for multiple bicycle training rides and events, especially on weekends, several months out of the year. As it stands now, with one lane each direction and a single shared walking/bicycle shoulder area, I seriously question whether the existing street is capable of safely handling the quantity of traffic that will come with the development of Wood Trails.

In the past contact I have had with the city over traffic questions, I believe the number of daily trips per household quoted is around 10, which takes into account the various in and out trips per home and the trips allocated to service vehicles and visitors to each residence. When you multiple 10 times the number of proposed homes, it creates a significant amount of additional traffic. I do not believe there is a plan to add in the near future either an additional walking/bicycle shoulder area or center turn lane to 156th NE, which would be reasonable to accommodate the potential additional traffic. Additionally, as a taxpayer, I am not particularly interested in funding road improvements to 156th NE if solely to accommodate the additional traffic created by the development of low density land as high density land.

I would like the city to consider the impact of the additional traffic on Woodinville-Duvall Road and the left-turn lane on that road that will lead onto 156th NE. During the busy times of day, I have concerns that the left-turn lane traffic will back up further down the hill, as the lane can only accommodate so many cars at a time. I am concerned that the

backed-up left turn lane will create a hazardous situation where the traffic coming up the hill comes upon the backed-up cars.

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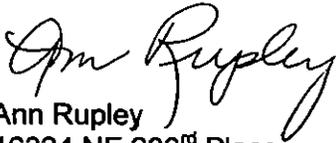
Wildlife –

To a lesser degree, but still important to our Woodinville lifestyle of Country Living, City Style, is the presence of wildlife within our neighborhood. In recent months, my family and I have encountered deer, coyote, raccoon, quail, ducks, and rabbits while driving between our home at the end of NE 203rd and the corner where it meets 156th NE. While not in constant view, we still have a fair amount of wildlife in this area. Further traffic and development will eliminate the limited remaining habitat for these animals. I realize they are not endangered species as such, but the problem is that they will have to go somewhere. Where will it be, and what will be the impact?

I have written to City of Woodinville staff on various issues in the past and have appreciated the desire of the city to consider input from its citizens on matters of importance to them. I am sure you and your staff will give due consideration to my request and others from the Concerned Neighbors of Wellington.

Thank you for your time.

Sincerely,



Ann Rupley
16324 NE 203rd Place
Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

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Catherine Borghes

From: Catherine Borghes
Sent: Thursday, October 28, 2004 1:19 PM
To: 'kscarbro@gtcinternet.com'
Subject: RE: Woodtrails development

RECEIVED

NOV 1 2004

**CITY OF WOODINVILLE
PLANNING DEPARTMENT**

10/28/04

Dear Ms. Scarbrough,

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,

Ray Sturtz,
Community Development Director

October 27, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

In the four years we have lived at this address we have seen much wildlife. At last count we have recorded 57 species of birds in our own yard alone. This includes such diverse native species as barred owls, Cooper's hawks, pileated woodpeckers, quail, and band-tailed pigeons. We have also hosted nesting tropical migrants such as hummingbirds, warblers, tanagers, and swallows. Larger species such as deer, raccoons, Douglas squirrels, and gray squirrels also live in our woods.

This area should be carefully examined for environmental impact. Our woods are being cleared at an alarming rate, having a detrimental effect on our wildlife and hence, our quality of life.

Sincerely

Kerri W. Scarbrough
15124 NE 198th St, Woodinville

10/28/2004

October 28, 2004

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OCT 28 2004

City of Woodinville

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Dear Woodinville City Council,

My wife Sandra and I would like to officially express our displeasure with the apparent rezoning effort that is taking place on the proposed new residential area you are calling Wood Trail and Montevello.

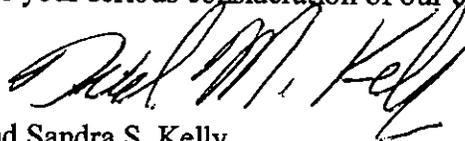
We believe this will dramatically change the quality of life in our neighborhood as well as impact the safety of our children. With a majority of all the development that has taken place in this area over the last 20 to 25 years being done on lots nearly the size of one acre, we find it unacceptable to allow a developer to come in and build up to eight homes per acre. Why is this being allowed? If you hang the allowance strictly on availability of the sewer lines I think you have over looked many other aspects that will impact our neighborhood.

I also understand that there is no plan for the development, even if it were to have one acre lots per home, to have access from the Highway 9 and small arterials on the lower side of the hill. It makes absolutely no sense at all to require any more additional traffic, especially of this potential magnitude, to only come up the Woodinville Duvall Road and then down 156th Avenue. Who has thoroughly thought this out and using what reasoning?

We vote not NO high density house developments. We are not against development, we are just against rezoning.

Thank you for your serious consideration of our concerns.

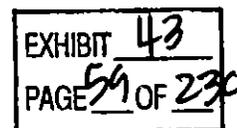
Respectfully,



D Michael and Sandra S. Kelly
1552 NE 197 Place, Woodinville 98072

Fred Green

From: Jlatlas@aol.com
Sent: Thursday, October 28, 2004 12:16 AM
To: rays@ci.woodinville.wa.us
Cc: Fred Green; joan.stoneking@wellsfargo.com
Subject: Comment on Scope of EIS for Wood Trails and Montevello



Dear Mr. Sturtz,

I would like to make some comments concerning the proposed Wood Trails and Montevello developments. We are against the rezoning of these properties from R-1 to R-4 for many reasons:

Size and Neighborhood Character:

The size of these 2 developments will triple the amount of homes in this immediate area and at a much higher density than is currently the character of the neighborhood. The neighboring area is currently R-1 and as such has a rural neighborhood character that a development of this density would not mirror. It is completely out of character with its neighboring community. There will be no effective barrier between these neighborhoods further eroding the current R-1 character already in our neighborhood.

A rezone to R-4 is not in keeping with the surrounding neighborhood and should not be allowed.

Access Roads:

1) The Wood Trails development is projected to use what are currently mostly dead end streets that are now used by approximately 50-60 homes. You will be adding at least another 65 more homes using these streets. These streets were not built to handle the additional traffic these homes would add. 195th Street is especially hazardous as there are 3 hills on this street, is very narrow and many times in the winter is very difficult to maneuver when there is snow on it.

All of these dead end streets dump onto 156th Ave which these additional vehicles will also use several times a day. 156th Avenue is well known to be a very hazardous road in the winter time as there are several hills on it in just a half-mile section that ices over and every winter many vehicles lose traction and end up in the ditches on each side of the road.

The Montevello development would encourage a large amount of traffic over 240th through the Wellington Golf Course, which is also a very hazardous road at any time of the year due to the fact it is very narrow, windy and hilly and very icy in winter. Many people have slid off that road in bad weather before. Also 2 holes cross that road and accidents with golfers would be aggravated.

The Wood Trails development would be adding another 65 homes to this problem.

The Montevello development would be adding another 70 homes to the usage of 156th and 240th further adding to the dangers on these 2 streets.

2) Currently the left turn lane from the Woodinville -Duvall Road turning North onto 156th backs up to the point many cars are lined up in the left through-lane blocking traffic going up the hill for many people.

Adding these 2 developments to this area will only add to the problem at that intersection.

3) Currently the offramp at 195th Street also backs up so that cars are lined up on the shoulder for up to a 3rd of a mile creating a danger.

Adding these 2 developments vehicle traffic to this offramp will be adding to this problem.

4) Wellington Elementary and Leota Schools students and their parents use the east end of 195th to drop off their

10/28/2004

children for these 2 schools instead of going down Woodinville-Duvall Road and waiting through 2 traffic lights and all the going to work traffic to get them to school. Currently the east end of 195th is blocked off by a Jersey barrier that the city put in place several years ago to prevent through access. This resulted in the parents having to drive a circuitous route through the adjoining neighborhood and that neighborhood bearing the brunt of all the auto traffic to and from their streets to get to the end of 195th and then turn around in the street where there is no cul-de-sac there. This meant 2 trips back and forth down their streets per car every morning and if they picked them up in the afternoon another 2 trips down these same streets. No other streets bear this burden and citizens were quite angry with the city for doing this.

The above 2 developments will only add to the burden these streets have had to bear.

Also the city stated the reason for the Jersey Barrier was to protect children from vehicle traffic while walking to school using 195th Street. Since the city was so inclined to protect these children then, I would assume they would want to continue to protect the children in this neighborhood and not allow 3 times as many vehicles on these roads if these developments were allowed.

5) The cumulative impact of rezoning these parcels to R-4 would be far reaching. If these are allowed to rezone there is a strong possibility that adjacent lots would also apply for R-4 and further impact the above roads and schools. This would drastically change the character of this area forever. For example if you took just my street which is the shortest one and allowed all 22 homes on it to rezone to R-4, you would have a minimum of 88 new homes on just my street alone! Multiply that by the amount of homes in the neighborhood surrounding this proposed development and you have a traffic problem of major proportions.

Allowing this rezone will serve as a precedent for additional development and the resulting traffic it would bring and would further erode the character of Woodinville.

Impact to Schools:

Both Wellington Elementary and Leota Jr. High are at capacity and Wellington still uses temporary classrooms. The addition of 136 more homes could potentially add 300 or more students to these schools. That is the equivalent of at least 10-15 more class rooms. Is Woodinville ready and able to build more schools by the time these homes are occupied? And if this rezone then allows others in our area to follow suit - you may have 1000's more students to build more schools for.

Specific to the intersection of 195th Street and 148th Avenue:

The preliminary plat map for Wood Trails dated June 11, 2004 shows "Removable Bollards" placed at the end of 195th Street diagonally to block access to this street by the proposed Wood Trails development. These bollards effectively block 2 properties to the historical access to their properties. Specifically the property at the corner of 195th and 148th would be unable to use the existing driveway at the back end of this property in a manner that would allow a towed recreational vehicle and several other large vehicles access to it's storage garage. This would render the garage unusable by this owner because of the angle of access and steepness of the slope at this angle.

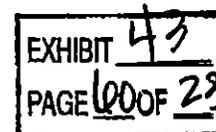
Specific to 148th Avenue:

The preliminary plat map mentioned above shows 148th Avenue becoming a 30 ft wide street for this development. However it also shows that all 30 feet are taken from the adjoining property to the north of it and the developer is not sharing in his portion of 15 feet of his property. Also please verify if code is 60 feet for a street or 30 feet.

Specific to Lots 1 - 4 of Wood Trails:

The above plat map shows the street to these lots form a "hammer head" form of cul-de-sac. Is this allowable per code? Since the developer has stated that there will be parking on the street this makes the 20' ends of the "hammer head" cul-de-sac an extremely small cul-de-sac which may be too small to turn a vehicle. Assuming each of these homes will park cars on their opposite side of the street, this gives a vehicle at most 8 feet in which to turn around. I don't know any vehicle that can do that.

Soil:



There is a history of subsidence in this area. A very large hole appeared in the area just north of 195th Street in what is the 148th Avenue right of way. It was at least 15 feet wide by 12 feet across and too deep to see the bottom. The city was called and they roped it off for a week until they knew more about it. They were unable to determine what had caused it and filled in the hole with debris. It was hinted that an underground spring may exist there.

Homes built near this hillside have experience water seepage into the basement during construction and now requires ongoing pumping.

Noise:

The noise level in this neighborhood has deteriorated dramatically in the last 10 years due to the increase in the amount of traffic on the 405 and 522 freeways. There are certain days when some of the businesses in the industrial park just west of us can be heard. Also the new recycling center is heard very well and can even be heard on weekends with constant loud crushing sounds.

The removal of the trees on this land will further aggravate the already high noise level here. As it is now they act as somewhat a buffer.

Questions for the City:

What will you do to mitigate the traffic?

What will you do to mitigate the noise?

What will you do to ensure the stability of the soil?

What will you do to address the stormwater runoff on a very steep slope and mitigate any impact to the industrial businesses below?

Where will the coyotes and rabbits go that are seen on almost a daily basis?

What will be done to analysis the impact of any nearby earthquake faults?

There is a geological history to this hillside - what will you do to ensure that all information is gathered and considered?

In Summary:

Per the SEPA Handbook , Section 3.2.2 I request that the City prepare a document responding to the scoping comments summarizing the comments received and identifying what elements of the environment will be reviewed in the EIS as well as the level of analysis.

Also please comment on what controls the City will have over the the general content and quality of the the EIS and who will do the EIS.

I specifically want to be assured that the City has mechanisms in place to assure that the requirements of WAC 197-11-420 are in place

I also request that the City will require that the consultant who drafts the EIS will be responsible to the City and not the developer.

Sincerely,

Joan Stoneking
14808 NE 195th Street
Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

10/28/2004

EXHIBIT 43
PAGE 61 OF 230

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PAGE	62 of 230

Catherine Borghes

From: Catherine Borghes
Sent: Thursday, October 28, 2004 1:24 PM
To: 'dinocarlo@comcast.net'
Subject: RE: Scope of Wood Trails EIS

Dear Mr. Cecchetto,

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,
Ray Sturtz,
Community Development Director

October 28, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

As a resident in the immediate vicinity of this proposed development I have a number of concerns that should be included in the scope of this EIS

1. Decreased Safety due to Increased traffic and increased speed of traffic along access corridors such as 198th St. Current residents already speed along this street. Given the wide straight layout of the street, and the developer's current preference to use this street as a long driveway, traffic studies on 198th St, as well as comparable layouts around the city which are similar to 198th St (1/3 of a mile of straight wide road as primary/only access to homes), should measure speed and volume. Any adverse impact should negate a development permit, or require major mitigation to address speed and volume related hazards to current neighborhood residents, their families, pets, and property. Any proposed mitigation should have the same studies performed as mentioned above, and also be of the scope. Note that 198th St is especially hazardous when the sun rises and sets, and there is a blind hill that is doubly hazardous at those times. Studying this as part of the traffic analysis should be required. Note also that if a rezone of surrounding neighborhoods results, or is likely to lead to a rezone, that impact

10/28/2004

should fall within the scope of the EIS, and similarly studied.

2. Decreased Safety due to Increased Fire Hazard in undeveloped area. Developer proposes to move runoff water directly to the bottom of the slope. Much of this water currently supplies flora of the slope. Studies should be undertaken to study the change in slope flora due to groundwater loss, determining flora die off, the resulting increased fuel load and volatility, and the nature of the replacement flora, and it's fuel characteristics. Any change should be brought to the attention of the fire department, and the developer made to pay for additional staffing and equipment, if the city permits the increased risk and cost.

3. Decreased Noise and odor shield provided by trees and other flora. With the coming of Costco and Brightwater, the current and proposed neighborhoods should be studied for impact due to changes in wind and traffic patterns in the valley resulting from removing the trees and flora, and covering the ground with a hard surface, and the increased warmth and rising air from the new development. Also, study whether those homes closest to Brightwater on the slope should require disclosure prior to sale.

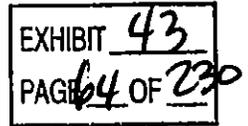
Sincerely

Dino Cecchetto
15320 NE 198th St
Woodinville, WA

cc: Concerned Neighbors of Wellington

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

October 28, 2004



RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

We would like to suggest the following items:

Re: Impact on neighborhood:

- o The evaluation of the impact on wildlife and their natural habitat. We have seen great blue herons that frequent the neighborhood during spring and fall, and evening grosbeaks during spring migration.
- o Loss of trees and vegetation that act as a noise buffer between the neighborhood and the industrial area at the bottom of Wood Trails
- o Consideration of alternate access routes to Wood Trails.

Re: Traffic safety:

- o Mitigation plans for the limited sight on NE 198th St going west towards Wood Trails in the evening and coming east from Wood Trails in the morning.

Re: Traffic congestion

- o The evaluation of additional traffic to the neighborhood caused by more than doubling the housing density, including the cumulative effects of the new traffic that will be generated by Costco, which cannot be ignored.

Re: Public infrastructure:

- o The evaluation of possible construction damage to the residential streets, and the commitment of repairing them by the developers.
- o If new infrastructures in the form of roads, sewers, and police and fire services are required, the proposed monetary compensation by the developer, otherwise all Woodinville residents end up subsidizing Phoenix Development Company.

Re: Storm water runoff:

- o Will there be a Drainage Control Plan Review? This massive land- and grade-disturbing activity with the loss of the natural drainage system may eventually release pollutants to our streams and lakes.
- o Will there be an estimation of the amount of runoff down through Wood Trails based on the assumption that the existing natural vegetation buffer will no longer be there?

Finally just as we will carefully evaluate roofers, painters and structural engineers that we consider for working on our own home, we would like to review the resumes and qualifications of the licensed engineers who will be doing the technical evaluations and recommendations of this EIS.

Thank you!
Sincerely

Steve and Helen Gottschalk
14918 NE 198th St
Woodinville WA 98072
cc: Concerned Neighbors of Wellington

Catherine Borghes

From: Catherine Borghes
Sent: Thursday, October 28, 2004 1:26 PM
To: 'l.kuebler@att.net'
Subject: RE: Comment on Scope of EIS for Wood Trails

Dear Mr. and Mrs. Kuebler,

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,

Ray Sturtz,
Community Development Director

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

We have lived in Wellington Hills Estates since 1969 and we would like to share our thoughts about some of the problems that we believe may occur if the proposed project is approved. The proposed site is adjacent to our West property line.

One of the streets that will be a feeder for the construction traffic is 202nd. The street is bituminous surface treatment and the heavy construction traffic no doubt will cause some damage. Also, the City allowed a commercial building to be built very close to the East right of way on 156th St NE, just North of the White Stallion. It looks as though this will preclude widening of the road to accommodate the anticipated additional traffic from the planned "developments" in the Wellington Hills area.

There are deer in our back yard quite frequently. Also there are at least two families of coyotes. We get brief glimpses of the coyotes on occasion particularly when the leaves are gone. However when they have their young they are quite vocal. Recently we had a huge gray owl sitting on the planter box on our back deck. We've seen the owl several times in the last two years.

We don't think this project is a good idea due to the costs related to 202nd, the steep topography of the proposed site and the displacement of the wildlife that live there.

Thank you for you consideration.

Sincerely

LeRoy & Kay Kuebler
20255 149th PL NE
Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

Dear Mr. Motteler

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,

Ray Sturtz,
Community Development Director

-----Original Message-----

From: Fred Motteler [mailto:fmotteler@uascwa.com]

Sent: Thursday, October 28, 2004 1:51 PM

To: Ray Sturtz

Subject: Environmental Impact Statement for the proposed Woods Trails and Montevallo Developments

Ray Sturtz
Planning Director and SEPA Official for the City of Woodinville

Mr. Sturtz,

As a city resident, home owner, parent, pedestrian, and bicyclist the proposed Wood Trails and Montevallo developments will have significant impact on my family's quality of life.

My primary concern is the increase in motor vehicle traffic on Wellington neighborhood roads. Due to hills, curves, and corners, many of these roads were never designed for significant traffic. For example, hills on NE 195th St. limit visibility.

My entire family frequently walks and bicycles throughout the Wellington neighborhood. My son bicycles to Leota Jr. High. I bicycle to work on a daily basis. My wife and I have several jogging routes through the Wellington neighborhood that take advantage of the wide gravel shoulders, lack of motor vehicle exhaust fumes, and generally quiet surroundings.

A secondary concern is the increase in motor vehicle traffic on 156th Ave. NE. As pointed out in the "Determination of Significance" document, traffic on 156th Ave. NE is expected to more than double.

Any significant increase in vehicle traffic on 156th Ave. NE is unacceptable. The current traffic on 156th Ave. NE is already a significant safety hazard for pedestrians and bicyclists. Even with the wide shoulder on the west side of road, being passed by vehicle going 45+ mph is not a pleasant experience, nor safe. More traffic just increases the risk for a serious accident.

Additional traffic on 156th Ave. NE will also have a significant negative impact on traffic on Woodinville/Duvall Rd. During peak traffic hours, there are already long lines of motor vehicles (1/4 mile or more) backed up on Woodinville/Duvall Rd. at the intersection with 156th Ave. NE.

Alternate motor vehicle routes must be seriously considered. From Wood Trails a route west to 144th Ave. NE makes the most sense. An additional route south to the Woodinville/Duvall Rd. should be also be considered. From the north tract, traffic should be routed north.

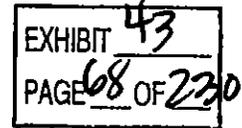
These alternate routes can provide efficient access to SR-522, highway 9, and downtown Woodinville. There is no need for the additional traffic to be routed through the Wellington neighborhood. Why have everyone who lives in the Wood Trails development drive the "long way around" when several more direct routes are available and make more sense?

Sincerely,

Fred Motteler
19616 156th Ave. NE
Woodinville WA, 98072-7001

fmotteler@uascwa.com

October 28, 2004



Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

My family and I have lived in the Woodinville area for 25+ years and feel very fortunate to be a part of this community. We currently live on NE 198th St and have concerns about the new purposed developments of Wood Trails and Montevallo.

We attended a briefing hosted by Phoenix Development regarding Wood Trails and Montevallo. While many questions and concerns were brought to the table, answers from Phoenix Development were not supplied and these issues were 'side-stepped'. Here are some of our concerns:

- 1) The traffic studies encompass the impact of Wood Trail ONLY. We've been told this represents about 800 cars per day. The developer told us that they are not required at this time to provide a traffic study on the impact of the Montevallo development. We are very concerned that we, as well as the City, are being mislead on the true impact of traffic.
- 2) We know that the Developers are sensitive by law to wetlands. However, we learned in this meeting that the Developers are not required to do a study on the impact of wildlife in the effected areas of development. Currently we have deer, coyotes, raccoons, owls, rabbits, squirrels, chipmunks, and various species of birds nesting in these areas.
- 3) We also learned that the new developments will have street lights. When questioning Phoenix Development, they could not tell us how many lights were going to be installed. Light pollution is an additional concern and we'd like to have answers as to what is planned and the impact on the surrounding areas.
- 4) We asked Phoenix Development for details on the purposed housing - square footage, sale price. They could not answer our questions and told us they were not required to provide this information to the City of Woodinville therefore it is not available to us.
- 5) When asked about the impact of population from these proposed developments on our schools, we were told 'zero impact'. With 66 homes in just one development, how can there be no impact?

I am writing to you today in the hopes that you will see and respect our concerns.

Sincerely,

Paul Sharp
15008 NE 198th St.
Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

Dear Doyle & Janet Watson,

Thank you for your letter concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

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Sincerely,

Ray Sturtz,
Community Development Director

October 28, 2004

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**CITY OF WOODINVILLE
PLANNING DEPARTMENT**

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

Our family and neighbors are very concerned about the proposed "Wood Trails" project just northwest of our home on 195th street. We oppose this project due to the many environmental impacts (flora and fauna, traffic, safety)

First I will speak to the environmental impacts, one of the most critical considerations. With the recent devolvment of other new R1 (1 Acre) zoned homes in our area, which resulted in massive amounts of deforestation and disruption, we have noticed a great amount of wildlife have been flushed out of their native habitat and into our yards. Some of the animals we're now seeing in our yards were less likely to be seen before the development occurred. This points to the fact that habitat and wildlife have been lost, even with the less invasive R1 zoning. We can attest to this fact because we have lived in our house since 1977 and have watched the negative evolution. It is inevitable, if the "Wood Trails" (R4 Zoned) project is undertaken, habitat for thousands of wildlife will be destroyed. The flora which feeds and harbors these animals is vital to these creatures. Just some of the plants that will be affected are: Trilliums, wildflowers, Oregon grape, Huckleberry, Pine, Cedar, Alder, Cherry, Hemlock, Maples, Bracken/Sword Ferns, Wild Bleeding Heart, Wild Honeysuckle, Salal, blackberries, and Wild Roses. We have seen many species of wildlife living and thriving in the proposed area on many walks that we take. Just some of the animals that have been, and could be impacted, are: Deer, Quail, Coyotes, Hawks, Owls, Rabbits, Robins, Blue Jays, Finches, Woodpeckers (Many Types such as Pileated), Brown Squirrels, Grey Squirrels, Chipmunks, Mountain Beaver, Hummingbirds, Gardner snakes, and salamanders.

Traffic and Safety are another great concern, most of the roads that are existing are not meant for high traffic, high capacity access. These are low-speed residential roads with many children that walk these routes to

nearby schools. Having the proposed development connected to these roads will certainly increase traffic and decrease safety for our children. Traffic is already a huge problem in most areas of Woodinville and increasing high density housing will just amplify the problem. We understand a new Costco is also to be built at the bottom of the hill near the old FITZ junkyard, this will certainly double or triple the traffic in the surrounding area. We must keep perspective when we plan new infrastructure and ask critical questions about whether or not we have the access (roads) capable of meeting the demand. Woodinville should not be sacrificed and turned into another suburban housing development. Let's keep Woodinville unique, green, and beautiful!

The fact is Woodinville is losing its natural beauty, one destructive high-density development at a time. As I drive on 522 from Monroe to Woodinville I look to where all the green beauty stands today on the proposed site. I very much enjoy this beauty, it makes Woodinville look unique and semi-preserved, it has a in-the-country feeling - I call it charm. A complex of high density homes, roads, and cars will surely be a tumor on this beautiful sight. You as our planners' really do have the choice to preserve Woodinville and not let it become like every other suburban-stripmall city.

We find the name "Woods Trails" to be an oxymoron in terms. "Woods" implies there are trees, but the builder will most certainly clear cut the trees to make way for high density living/parking. The new name means nothing if it's not descriptive of it's surroundings. Maybe it should be called "No-Tree-Hill Vista" This quote is very fitting: "Suburbia, where they cut down all the trees and name the streets after them." So true, yet so very sad. I would like for my children and the next generation children to come to see Woodinville with Plants, animals, and in it's current beauty. We must be stewards of the land; this is why we're all standing up to save this small piece of Woodinville.

Please consider this plea for protecting Woodinville's beautiful future.

Sincerely, concerned citizens,

Doyle & Janet Watson
15101 NE 195th ST
Woodinville, WA 98072

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<http://search.msn.click-url.com/go/onm00200636ave/direct/01/>

October 29, 2004

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Dick Fredlund
City Planner
City of Woodinville

Dear Mr. Fredlund,

Last night I attended the meeting to discuss the future of the Wellington neighborhood. At the meeting I made verbal comments that I would like to expand upon and provide to you in writing. I am writing this as a 24 year resident of the City of Woodinville, having lived the last 20 years at 14830 NE 198th Street. My home phone number is 425.483.8246.

The points I made last night are incorporated in the topics below:

Traffic

I attempted to take the eastbound exit to 195th Street from Highway 522 at approximately 5:30 p.m. last night. Traffic was backed up onto the shoulder of 522 almost to the onramp from downtown Woodinville. There were no accidents visible, just heavy volumes. I proceeded to the Highway 9 exit, turned south and then proceeded east on the golf course road to 156th Avenue NE and eventually to my home. I say this to underscore the fact that despite a substantial improvement made to connect the Woodinville-Duvall road to highway 522 at 195th Street, the volumes are at times overwhelming the capacity of this road. The only other close access is through the golf course road, an extremely narrow and hazardous road given the golf balls and the road's narrowness, lack of shoulders and steepness.

The impact of the Wood Trails development will exacerbate traffic. Moreover it appears that other developments will also be undertaken such as Montavallo that will add to the congestion. What is most upsetting to me is the fact that Wood Trails represents putting high density housing and attendant traffic at the extreme end of what are now dead end streets. Vehicles must then use streets designed for low traffic volumes based upon R-1 Zoning. Logic would suggest that high density housing should be close to the main highway access with lower density further from the access points. One can see this occurring in downtown Woodinville and in Bothell across from Home Depot. Wood Trails represents the opposite of this and is therefore illogical in its placement. This placement then creates all the issues raised by others, safety, lighting, congestion, etc.

Character of the Neighborhood

There is simply no way to reconcile R-4 zoning and the proposed Wood Trails development with the R-1 zoning and approximately 135 existing residences. The Wood Trails development will fundamentally and irreversibly change the rural, quiet, low traffic, pride in ownership that is demonstrated by the current residents of the Wellington area.

Erosion

Wood Trails is proposed to be built on land that has been considered and rejected by builders for the past 25 years. Simply put it is too steep to build or access with roads from the west. I enjoyed the City's request that the EIS include evaluation of a "meandering" road to the west. In Skykomish, a logging town where I grew up, this is called a switchback!

The models used in the EIS will most assuredly underestimate the erosion potential of this site. Wood Trails has a westerly exposure. The forest in question contains a significant number of conifers, mostly Douglas Fir and Western Hemlock, two native northwest species that have shallow root systems since they grow in a moist environment.

Most storms with strong winds blow from southwest to northeast in the winter with large rainfalls accompanying them. Any mature stand of trees disrupted by development and therefore left exposed to these storms will result in significant timber blow-down that will endanger residents, damage proposed and existing properties, and expose root systems resulting in loss of soil integrity. Rainfall will then erode the exposed soil. I know this personally since my property is one home away from the proposed development and in the first 5 years I lived there I lost trees each year, two large hemlocks ending up on my neighbor's garage, necessitating home repair, insurance companies, etc.

Creeping Incrementalism

Woodinville is a wonderful city to reside in and enjoy. The City has done a good job of improving traffic (south bypass especially), creating opportunities for city amenities (Cinemas, Barnes and Noble, etc) and providing high density housing in areas close to the city core that enable pedestrian traffic. Wood Trails flies in the face of these good decisions. It is high density housing in the wrong place.

In order for the City of Woodinville to maintain its character while permitting growth it is my strong belief that we must look at what is happening in all directions from the city; Bothell to the west, rural protected land to the south, unincorporated King County to the east and Snohomish County to the north. The Wellington area borders the northeast boundary of our city. City planners would be remiss if they did not include what is happening directly to the north, in Snohomish County, a pro-development county that has granted substantial development rights to Phoenix Development in Bothell and Lynnwood. The City of Woodinville will not make a correct decision if the decision is not taken in the context of the broader picture, i.e., Snohomish County's intentions with Costco, Brightwater, the Wellington Golf Course, etc. Given Snohomish County's recent pro-development history, specifically in conjunction with this developer, causes me great concern regarding the quality of life in the Wellington area of Woodinville. Each individual project may pass on its own merits, however, taken as a whole, a chaotic hodge-podge of incongruent neighborhoods results, this is creeping incrementalism and it will degrade the qualities of Woodinville we enjoy so much.

Please continue your record of good decisions based upon reasonable consideration of the facts. Do not bend to pressure from the developer or the lure of residential property

income from this small high density development in the wrong place. The decisions you make will be permanent, the developer will be gone tomorrow, yet the residents of Woodinville depend on you to hear our arguments.

Please feel free to contact me if I can be of any assistance.

Sincerely,

Douglas L Gibson
14830 NE 198th St
Woodinville, WA. 98072

Oct. 31, 2004

RAY STURTZ, PLANNING DIRECTOR
COMMUNITY DEVELOPMENT
CITY OF WOODINVILLE

RECEIVED

NOV 1 2004

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Dear Ray Sturtz, CITY OF WOODINVILLE
PLANNING DEPARTMENT

Wood Trails should only be R-1.
If it becomes R4 than EIS Traffic b. must
be built. Also all roads should flow
into them and not through Wellington.

Roads in many eastside neighborhoods
do not connect to one another for
traffic reasons.

Sincerely,
James Hartman
14908 N.E. 201ST ST.
Woodinville, WA. 98072-6467

October 31, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 - 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

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NOV 1 2004

EXHIBIT 43
PAGE 15 OF 230

CITY OF WOODINVILLE
PLANNING DEPARTMENT

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

I am writing to once again express my opposition to the proposed Woods Trails project. I live at 15104 NE 202nd Street with my wife and 5-year-old daughter. I am gravely concerned about the impacts the proposed project would have on our neighborhood.

My initial concern is with the traffic impact. Our home lies at the bottom of the slope of 202nd Street from 156th Street. The speed limit on the street is 25 mph. Unfortunately, because of the character of the street, most vehicles average approximately 35 mph as they pass our home. As it stands right now, there is a great deal of automobile traffic that passes our house each day. So much so in fact, that we do not allow our daughter to play in the front yard without our presence. The impacts on vehicle traffic on 156th St. and Woodinville-Duvall Rd. would be severe. The dip in the road is dangerous in good weather and can be impassible in bad. 156th Street is not capable of handling the amount of traffic that will come from this project, never mind the increase to be expected from the location of a Costco at the bottom of 240th St. The estimates of the traffic impact from the approval of the Woods Trails Project would dramatically increase the traffic within our neighborhood and negatively impact our quality of life.

I also believe that the environmental impacts on our citizens would be severe. I ask that you consider the big picture when considering these impacts. We are currently facing the building of the Brightwater Wastewater Treatment Plant approximately one mile from our neighborhood. In addition, Costco is planning to build a store on Route 9 opposite 240th St. SE (more commonly known as Golf Course Road), which will, without a doubt, increase the vehicular traffic on 156th Ave. NE, Woodinville-Snohomish Road, and SR 522. The loss of trees from the proposed Woods Trail Project as well as the increase in vehicular traffic will have a profound impact on both the air and sound quality for the people who live in the area. I can only imagine the impact the project will have on the wildlife in the area. Last week as I took my daughter to school, five deer crossed the street from my neighbor's yard and were headed back towards the woods at the bottom of the street. This was the second time in less than three months that I have encountered deer in the neighborhood. I have also had the pleasure of seeing owls, raccoons, rabbits, and a coyote. My neighbors across the street (the Clemesons at 15103 NE 202nd Street) have told us that coyotes and rabbits frequent their backyard, and a marten lived within the woods next door. Our daughter enjoys seeing rabbits in our yard in the spring and summer, and shares these tales with her classmates.

We believe the approval of these projects will undermine and decrease the community value of our neighborhood. Additionally, the traffic will have a negative impact on the safety of our streets, which are frequently used by children and bicyclists. We strongly urge the City of Woodinville to reject these projects due to the negative impact they would have. Thank you for your thoughtful consideration in this matter.

Sincerely,

Patrick M. Moriarty
Evelyn Champagne Moriarty
15104 NE 202nd Street
Woodinville, WA 98072-6451

cc: Concerned Neighbors of Wellington

October 31, 2004

RECEIVED

EXHIBIT 43
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Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

NOV 1 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

Enclosed please find three pages which comprise my yard's bird list for the past four years. My yard is one block from the proposed Wood Trails development and connected via continuous green belt. By my own rules birds are only listed if seen or identified within the boundaries of my property. Keep in mind I work more than full time so my observations reflect only a portion of the birds present.

That said, I would like to emphasize I have seen some species of particular note: pileated woodpecker, Cooper's hawk, band-tailed pigeon, and rufous hummingbird, all four of which are found on the Audubon Watch list. Cooper's hawk and pileated woodpecker are found on the WA Gap Analysis as species at risk and are both known to nest here as recently as this past summer.

The pileated woodpecker is, furthermore, a candidate for endangered species listing by the Washington Department of Fish & Wildlife. There are several pileateds which roost, feed, and most importantly nest in the mature trees and snags in the immediate area. Mature and contiguous woods are necessary for their survival.

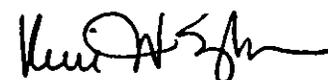
According to Tim McGrudder, Conservation chair for East Lake Washington Audubon, the pileated's survival was important enough to force developers in Redmond to set aside a specific number of trees of particular description to support its existence. This precedent may apply here.

He also mentioned the importance of the adequate native growth protection easement (NGPE) when planning a development as a permanent buffer. Maintaining a corridor for wildlife to move throughout the existing houses is vital. The current plan for Woodtrails shows the proposed houses forming a north-south barrier from the residual trees below and the existing neighborhood above the slope. This makes the proposed density of homes unacceptable. The Monteverde plan is vague regarding the buffer surrounding the wetlands and is isolated from the bluff below in the Wood Trails development plan.

Noting and addressing these issues by an unbiased third party is imperative to a full and fair environmental impact study.

Thank you.

Sincerely,



Kerri W. Scarbrough
15124 NE 198th St

cc: Concerned Neighbors of Wellington

Our Backyard List

EXHIBIT 43
PAGE 18 OF 230

Bird	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Bushtit	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 2	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 0
Chickadee, Black-Capped	2004	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4	<input type="checkbox"/> 4					
Chickadee, Chestnut-backed	2004	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 4				
Creeper, Brown	2004	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 1
Crossbill, Red	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0				
Crow, American	2004	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 2	<input type="checkbox"/> 1
Eagle, Bald	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0							
Falcon, Peregrine	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0									
Finch, House	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 2
Flicker, Northern	2004	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Flycatcher, Pacific-slope	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0				
Goldfinch, American	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Goose, Canada	2004	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 2	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0				
Grosbeak, Black-headed	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Grosbeak, Evening	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Hawk, Coopers	2004	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Hawk, Red-tailed	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0						
Hawk, Sharp-shinned	2004	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 0	<input type="checkbox"/> 1						
Heron, Great Blue	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 3	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1
Hummingbird, Rufous	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Jay, Stellar's	2004	<input checked="" type="checkbox"/> 0	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 2
Junco, Dark-eyed	2004	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4	<input type="checkbox"/> 2
Kinglet, Golden-crowned	2004	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 3				
Kinglet, Ruby-crowned	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 3				

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PAGE 79 OF 230

Bird	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mallard	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Nuthatch, Red-breasted	2004	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 3
Owl, Barred	2004	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Owl, Western Screech-	2004	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1								
Pigeon, Band-tailed	2004	<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0
Quail, California	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0					
Robin	2004	<input checked="" type="checkbox"/> 0	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1
Sapsucker, Red-breasted	2004	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 0	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Siskin, Pine	2004	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3
Sparrow, Song	2004	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 4				
Sparrow, Vesper	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0					
Sparrow, White-Crowned	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Starling, European	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Swallow, Barn	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0					
Swallow, Violet-green	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Swift, Vaux's	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0							
Tanager, Western	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 3	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Thrush, Hermit	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0						
Thrush, Swainson's	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Thrush, Varied	2004	<input checked="" type="checkbox"/> 0	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1
Towhee, Spotted	2004	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 4	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 4	<input type="checkbox"/> 4					
Vireo, Huttons	2004	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 0	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Vireo, Warbling	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0				
Warbler, Black-throated Gra	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
Warbler, Townsend's	2004	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 4	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 2	<input type="checkbox"/> 1

Bird	Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<i>Warbler, Wilson's</i>	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 4	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
<i>Waxwing, Cedar</i>	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0
<i>Woodpecker, Downy</i>	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 0
<i>Woodpecker, Hairy</i>	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 0
<i>Woodpecker, Pileated</i>	2004	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 1	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 4	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 2
<i>Wren, Bewick's</i>	2004	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	<input checked="" type="checkbox"/> 0	<input type="checkbox"/> 2	<input type="checkbox"/> 1	<input type="checkbox"/> 1
<i>Wren, Winter</i>	2004	<input type="checkbox"/> 0	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 0	<input type="checkbox"/> 0	<input type="checkbox"/> 1	<input type="checkbox"/> 1	<input type="checkbox"/> 1

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RECEIVED

NOV 1 2004

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CITY OF WOODINVILLE
PLANNING DEPARTMENT
Dear Mr. and Mrs. Schultz
Thank you for your letter concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,

Ray Sturtz,
Community Development Director

-----Original Message-----

From: Ray Sturtz
Sent: Tuesday, November 02, 2004 9:42 AM
To: Catherine Borghes
Cc: Dick Fredlund
Subject: FW: Comment on Scope of EIS for Wood Trails

-----Original Message-----

From: Matt & Lisa Schultz [mailto:schultzm@verizon.net]
Sent: Sunday, October 31, 2004 9:45 AM
To: Ray Sturtz
Cc: Fred Green
Subject: Comment on Scope of EIS for Wood Trails

October 31, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails and Montevallo

Dear Mr. Sturtz,

Thank you for taking time to address issues we have relevant to the EIS for the proposed development of Wood Trails and Montevallo.

We share many of the concerns expressed by the Concerned Neighbors of Wellington and individual citizens at the scoping meeting of October 28. We are particularly concerned about the potential loss of wildlife habitat; the reduction of a vegetative and noise barrier; increased automobile traffic; increased surface water run-off accompanied by increased non-point pollution from street run-off; effects of the clearing and impervious surface on groundwater and water quality in Little Bear Creek; and the related reduction in the safety of pedestrians, children, and recreational users of the area.

Other concerns we ask be considered include the effect of increased

automobile traffic on bicycle traffic, inasmuch as 156th Avenue NE is a popular bicycling route. Also, we are concerned about the cumulative effects of continued land clearing in the Wellington area. We have observed an increase in the wildlife that uses our property, which we attribute in part to a reduction in loss of local habitat, which would only increase if the proposed projects are allowed to proceed. We believe a field census/survey for sensitive plant and animal species is essential. We have observed numerous wildlife species in the neighborhood, which we have enumerated on the attached list. Because there are water supply wells in the area, and because groundwater quality may affect Little Bear Creek, we believe it is necessary to install groundwater monitoring wells and use computer modeling to determine potential effects. Similar monitoring and modeling are necessary to evaluate storm water volumetric run-off and erosion, especially in light of uncertainties regarding the soil type and depth and reports from neighbors of existing flooding. Any such studies must take into account recent hydrologic events, such as the recent 5-inch rainstorm. Finally, we ask that the properties be evaluated for any past industrial or waste disposal practices and planned waste removal, should any be found.

We believe it is important for the developer to consider cumulative and secondary effects, such as the propensity for additional higher density zoning if R-4 zoning is allowed, the need for or removal of traffic gates, and the capacity of local schools, fire departments, and police service to service the increased population.

On another note, we are discouraged that re-zoning of the subject properties to R-4 is even being contemplated. We echo the message that much of Wellington is laid out to provide larger lots, and we reside here largely because of that feature. We believe that potential economic benefits to the residents of sanitary sewer connections are overstated by the developer - we have experienced a cost of about \$50 per month for sewers in our past residence, compared to a cost of about \$300 every 3 years for a septic disposal system. Moreover, it is our belief that the major effect of sanitary sewers is to allow a much greater housing density, inconsistent with the values of our neighborhood.

Thank you for hearing our concerns, and we hope that a response to our concerns is reflected in the City of Woodinville's rejection of an R-4 zoning at a minimum. Ideally, we would wish to retain the subject areas as a woodland habitat/buffer area, especially as growth pressures increase from Snohomish County.

Sincerely,

Matt and Lisa Schultz
16206 NE 200th Court
Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

EXHIBIT 43
PAGE 83 OF 230

Fred Green

RECEIVED

From: Allie Tullis [a_tullis@comcast.net]
Sent: Sunday, October 31, 2004 3:31 PM
To: rays@ci.woodinville.wa.us
Cc: Fred Green
Subject: Comment on Scope of EIS for Wood Trails

NOV 1 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

October 31, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

One year ago today I excitedly purchased my first home; it is in the Wellington neighborhood on NE 195th street. I looked long and hard for a home of this character, with its quiet, private setting and respectful, friendly neighbors on all sides. I also delight in sharing my property with the local deer, coyotes, multiple species of birds and even owls – who I am certain take refuge in the nearby wooded acreage slated for the proposed Wood Trails development.

Naturally you can imagine how disturbing it is for myself and other residents of Wellington to know that the integrity of our community now stands at risk for the sole profits of residential developers. It is incredibly difficult to swallow the prospect of this neighborhood deteriorating at the hands of a few indifferent business persons attempting to scavenge and overdevelop one of the few parcels of remaining Woodinville acreage. All businesses require boundaries; and the current Wellington zoning is a boundary set in place for a reason – it wasn't intended to be changed; and I assure you, I have not run into a single resident on my or neighboring streets area who isn't frightened and/or discouraged by the invasive Wood Trails proposal.

I implore you, please help us protect and keep our community by conducting a thorough EIS of the Wood Trails acreage and appropriately preventing this development from happening.

Thank you.

Sincerely,

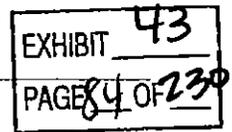
Allie Tullis
15110 NE 195th Street
Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

NOV 1 2004

Fred Green

CITY OF WOODINVILLE

From: Cheri Bridges [cheribrid@yahoo.com] PLANNING DEPARTMENT**Sent:** Monday, November 01, 2004 12:31 PM**To:** Fred Green**Subject:** copy of letter to City of Woodinville re: Wood Trails

Here is a copy of our letter to the City of Woodinville for the CNW
October 31, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

We understand that growth is inevitable and that it is probably unrealistic to maintain our country living near town forever. There are places in the city where R-4 development is appropriate, but we don't believe that this is one of them.

We are particularly concerned about the destruction of the environment of the piliated woodpeckers and the increased traffic on 156th. We do not understand how a sign stating that the road is for "local traffic only" is enforceable or going to prevent through traffic. The City has already identified several serious traffic problems such as the intersections at Hollywood, McCorry's, the trestle and 202 at hwy 522. We believe the now approved Costco site and this development of Woods Trails will create at least 3 more congested areas within the city. We urge the City to seek solutions to existing traffic congestion and at the same time control development so as to not worsen existing conditions or create new congestion problems.

Sincerely,

Terry and Cheri Bridges
16004 NE 195th Street
Woodinville, WA 98072
cc: Concerned Neighbors of Wellington

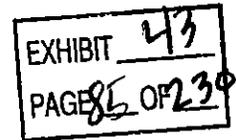
Do you Yahoo!?

Check out the new Yahoo! Front Page. - www.yahoo.com

11/1/2004

RECEIVED

Richard & JoAnn Block
19199 148th Ave. NE
Woodinville, WA 98072



NOV 1 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

November 1, 2004

Ray Sturtz, Planning Director
Community Development Department
City of Woodinville
17301-133rd Avenue NE
Woodinville, WA 98072

Letter in Opposition to Applicant Phoenix Development of Wood Trails SEP 2004-055 and PPA2004-056

Dear Mr. Sturtz,

I am the president of a large healthcare organization and am familiar with the licensing process, at least, as it applies to the regulations of the Department of Health. As I understand the requirements of this phase of the process, we are to comment only on the environmental issues that are relevant to this application.

We have been residents of Woodinville for 8 years. It has met our family's needs in every way, until recently. With the coming of Costco, the possibility of a wastewater treatment plant and the agreement to let the homeless camp out in Woodinville it appears that our community is heading in a direction that will change the character that attracted us to this community. If this project is approved it will be the proverbial "nail in the coffin" for many residents.

The environmental concerns were addressed at the Scoping meeting October 28, 2004 by the Concerned Neighbors of Wellington. We expect that the environmental issues to be reviewed will include:

- Impact on local wildlife-Deer, coyote, mountain beaver and hundreds of other wildlife are dependent on the only running stream in the area which appears to be affected by this project. These animals add character to the Woodinville community and demonstrate the resident's sensitivity to maintaining a balance between growth and the natural environment.
- Impact on Traffic-It is critical to review the impact that adding 150 homes will have on the local streets. We drive our daughter to Leota Junior High every day. The 2 mile journey routinely takes 20-25 minutes round trip. Imagine another 200+ cars traversing 156th and Woodinville-Duval Road. Egress from 152nd Ave NE to

19199 148TH AVE. NE
WOODINVILLE, WA 98072

Woodinville-Duval Road, our only way out of our development, will be next to impossible with the additional 200+ cars coming down from 156th to SR522.

- Drainage-It appears that due to the soil consistency and the topography there may be a major impact on the environment and potentially could lead to lawsuits by affected parties. This needs to be studied. We are situated directly above the industrial complex as would this development. We have had substantial problems due to the clay soil with flooding and runoff. Fortunately, fifty percent of our one acre lot is natural growth and so the runoff is absorbed before cascading over into the industrial complex. The effects of clearing this natural growth and depositing four times as many homes and people onto the land, needs intense scrutiny by qualified professionals.

This project will change the character of the existing neighborhood and the environment substantially. Re-zoning from R-1 to R-4 will obviously alter the composition of the neighborhood. The recent approval for the dozen or so homes on the hill overlooking the Woodinville-Duval Road opposite 152nd Ave. NE is an example of a mass housing approach to planning at the expense of the natural environment. Those homes have virtually no property, are built on top of each other and are an eyesore on the horizon. If this application is permitted to move further in the process, it will send a message to other developers that the Woodinville Town Council is receptive to indiscriminate development. The problem is that the Council seems set on this 20 year King County Growth Plan which appears to encourage density building. In business plans change as they should in government. The King County Council just passed the CAO Why restrict the use of rural land yet in Woodinville R-1 to R-4 zoning becomes a routine occurrence? The only justification for this growth is to increase the tax dollars flowing into the City's coffers at the sacrifice of the "quality of life" for the existing property owners. We expect the Council will carefully evaluate this application for its impact on the environment and reject it on the evidence.

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PAGE 86 OF 220

Sincerely,



Richard D. Block



JoAnn A. Block

cc: Fred Green, President- Concerned Neighbors of Wellington

Concerned Neighbors of Wellington

"Dedicated to Preserving the Character of the Wellington Neighborhood"

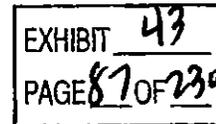
RECEIVED

November 1, 2004

NOV 1 2004

Mr. Ray Sturtz, Planning Director
Mr. Dick Fredlund, Planner
City of Woodinville
17301 - 133rd Ave NE
Woodinville, WA 98072

CITY OF WOODINVILLE
PLANNING DEPARTMENT



Subject: Comments on the EIS Scope for Wood Trails, Montevallo and 11.8-Acre Future Development Sites

These comments concern the scope of the EIS for the proposed Wood Trails development and associated parcels proposed for residential development. The comments are submitted on behalf of the Concerned Neighbors of Wellington (CNW). CNW consists of a group of over 150 Woodinville residents and property owners living in the northeast area of the City commonly known as the Wellington neighborhood.

As described in the City of Woodinville's Determination of Significance (DS) Notice, the City has requested that the applicant, Phoenix Development, prepare an EIS for the purpose of evaluating potential environmental impacts associated with the development of three separate parcels/sites:

- The 66-lot plat identified as the Wood Trails residential development (Wood Trails).
- An 11.8-acre parcel located north and adjacent to the Wood Trails development site.
- A 16.5-acre site located adjacent to 156th Avenue NE that has been identified as the Montevallo residential development (Montevallo). Based on the limited information provided by Phoenix Development to-date, the Montevallo development will consist of 67 to 70 individual residential lots.

According to the DS Notice, the applicant has proposed that all three of the sites be rezoned from the existing R-1 residential zoning designation to an R-4 designation.

At the public scoping meeting on October 28, 2004, the City informed the audience that the 11.8-acre parcel located north of the Wood Trails development has been removed entirely as part of the Proposed Action for this EIS. Based on the City's comments at the scoping meeting, we understand that this parcel is no longer included in the rezoning request, nor can be used to transfer any density credits to the Wood Trails or Montevallo developments. The City stated that (1) any future land-use actions associated with development or rezoning of the 11.8-acre parcel would initiate a separate application and SEPA review process, and (2) at this point in time, the parcel has no direct bearing on the

Wood Trails and Montevallo SEPA review process and EIS. The City also mentioned that Phoenix Development has, or intends to, submit a request for a Boundary Line Adjustment (BLA) for the 11.8-acre parcel. Specific details regarding the BLA have not been provided to CNW. However, the BLA will create one or more additional parcels that could be used for either future residential development at the site, or to transfer the density credits from the new parcels to another proposed development site. The BLA for the 11.8-acre parcel is part of the overall Proposed Action as stated in the DS Notice, and should be evaluated in conjunction with development at the Wood Trails and Montevallo sites.

As noted in the City's DS Notice, the proposed developments would more than double the numbers of residential units in the Wellington neighborhood. CNW has been evaluating the adverse impacts the proposed developments would have on the following:

1. The existing characteristics of the affected neighborhood;
2. The existing environmental conditions at the proposed development sites and surrounding areas;
3. Future development of other parcels in the Wellington and Leota neighborhoods currently zoned as R-1;
4. The existing supporting infrastructure, many elements of which are already deficient, and with no known funding mechanisms for required mitigation.

The high density, urban character and remote location of the Wood Trails site causes significant adverse impacts due to its unsuitable site conditions, unacceptable access options, and incompatibility with existing and future land use in the neighborhood. Likewise, the high density and urban character of the Montevallo site also causes significant adverse impacts to existing and future land use in the Wellington area.

The applicant's overall goal is to develop the "buildable" portions of the sites to actual physical densities ranging from R-6 to R-8+. This would be accomplished by using a combination of clustering and the possible transfer of density credits between various parcels owned by the applicant, resulting in significant long-term implications to future residential development throughout the Wellington and Leota neighborhood areas. Proposed development of the Wood Trails and Montevallo sites would likely initiate a trend to develop or redevelop other parcels in the Wellington and Leota neighborhoods at greater densities than currently exist, or planned for in the Woodinville Comprehensive Plan. This is in direct contrast to many of the area-wide planning considerations that are already in place or being updated. By allowing development in this area at actual densities of R-4 and greater, the overloaded infrastructure currently supporting the Wellington/Leota area, such as arterial roads, would need significant improvements. However, funding for infrastructure improvements of this magnitude has not, to our knowledge, been identified or secured.

Given that the proposed developments would have a significant overall adverse impact on the existing neighborhood, it is our opinion that the EIS should:

1. Be completed by the City in a fair and objective manner.
2. Include a set of alternatives that considers a wide-range of options for residential development at the two sites.
3. Be comprehensive in scope, and include a thorough well-documented analysis of each potentially effected element.
4. Include a complete analysis of potential indirect impacts, cumulative impacts, and unavoidable adverse impacts for each of the elements and each of the alternatives.
5. Evaluate the long-term impacts to future development in the Wellington and Leota neighborhoods.
6. Be completed in a manner such that all analyses and conclusions are fully documented, verifiable, and meet or exceed the standards commonly employed to evaluate comparable sites that involve long-term planning issues of similar breadth and magnitude.

The following sections of this letter summarize our specific comments concerning the scope of the EIS. For organizational purposes, we have grouped our comments for the scope of the EIS into three general topics: (1) general EIS/SEPA issues and concerns, (2) specific elements of the EIS, and (3) specific issues associated with the identification and development of alternatives for the EIS analysis.

General EIS/SEPA Issues and Concerns

1. We understand that the City is planning to have the applicant's design engineer prepare the EIS. This approach invites a large degree of unwarranted partiality to the EIS process. We understand that the City has retained a qualified consulting firm to review the EIS. However, to maintain a high level of objectivity and appearance of fairness to avoid any real and/or perceived conflict of interest, either City staff or a "neutral" third party consulting firm working on the City's behalf should be responsible for scoping and preparing the EIS. The EIS should not be prepared by any consulting firms that are, or have been, under contract with the developer.
2. CNW recommends that in scoping and preparing the EIS, the City should coordinate with other agencies, municipalities and public entities that might be effected directly or indirectly from the proposed developments. As many of us have become aware in recent months, there are multiple comprehensive long-term planning activities and regulatory review processes currently underway or in-place. These activities could have significant impacts on the Wellington neighborhood and surrounding areas, or in turn would be effected by the proposed developments and rezoning request. Examples include: Woodinville Water District's preparation of a new Comprehensive Sewer Plan; Snohomish County's

- update of their Comprehensive Plan (which includes development of the Wellington Hills Golf Course property); the Northshore School District's Capital Facilities Plan; the City's review and approval of amendments to the City's environmentally sensitive areas regulations; and the City's Capital Improvement Plan (CIP).
3. The City should consider evaluating the applicant's rezone request and associated transfer of density credits separately and on its own merits relative to long-term impacts to the entire Wellington/Leota neighborhoods and supporting infrastructure. This rezone request presents a wide-range of long-term planning and design issues which extend beyond the specific aspects of the Wood Trails and Montevallo residential development sites. The EIS should include an analysis of the direct and indirect cumulative impacts that would result from the approvals of these projects. The projects create the precedent of allowing for R-4 (or greater) residential development in the entire Wellington/Leota residential neighborhood currently zoned as R-1. Changes that would be needed in the City's Comprehensive Plan and CIP should be identified, along with potential sources of funding that would be needed to provide the associated infrastructure required to accommodate the significant increase in the residential population.
 4. We request that the City consider development of a Wellington/Leota neighborhood plan that evaluates all of the long-term planning activities currently underway for this area and the immediate vicinity. The neighborhood plan should include: (1) an assessment of current infrastructure deficiencies such as arterial roads; (2) an evaluation of additional long-term impacts posed by likely future development scenarios; and (3) identification of realistic mitigation measures and funding sources. This type of neighborhood plan would allow the City to evaluate the impacts posed by developments such as Wood Trails and Montevallo within the context of overall planning considerations. The neighborhood plan should be undertaken and completed before the City decides on whether or not to approve the Wood Trails and Montevallo residential developments and the associated rezoning request(s).
 5. CNW is concerned about the possibility that the anticipated scope of the EIS will be limited to too few alternatives of limited scope. The applicant and the City have apparently decided to complete one EIS that covers: (1) both the rezone and associated transfer of density credits for the individual sites; (2) the specifics of the proposed Wood Trails development; and (3) the specifics of a second development site, the Montevallo site. The Montevallo site is not geographically contiguous with the Wood Trails site, but is apparently associated solely on the basis of having the same developer applicant. Given the available information for the proposed development sites and our understanding of SEPA requirements, developing a short list of reasonable alternatives will be a relatively arduous process. Limiting the list of alternatives makes it extremely difficult to fully evaluate the multiple combinations of rezone requests, transfer of density credits requests, and the various specific site development options and associated constraints for each of the sites. CNW strongly encourages the City to create a

range of reasonable alternatives that covers all of the design options, zoning options, environmental costs, potential degradation of neighborhood quality, and infrastructure impacts options associated with each project site both individually and collectively.

6. The City should consider economic issues when evaluating alternatives for the various zoning, density credit transfer, and site access scenarios. These issues would include: (1) the likely loss in value of existing residential homes located adjacent to the proposed developments and along the proposed access roads; (2) costs to provide and maintain access during site construction activities without degrading current road conditions, or creating or exacerbating safety issues, or impairing current use of the neighborhood streets by existing residents; and (3) long-term costs to upgrade the existing infrastructure. The City should consider the merits of purchasing the Wood Trails property to maintain the buffer between industrial and residential areas, and to minimize long-term costs to the City that would result from sharing the burden of mitigating or remediating infrastructure problems associated with site access, site stability, and site access issues.
7. We are concerned that during this EIS scoping comment period, there has been no specific description of possible land use for the 11.8-acre parcel, although the applicant's rezone request originally included this parcel as noted in the DS. As stated previously, the BLA for this parcel is part of the overall Proposed Action. For SEPA purposes and plat review purposes, it should be evaluated as part of the EIS analysis. A more-complete description of the project for this parcel and the Proposed Action that includes the BLA element is needed so we can provide specific comments concerning this issue. There does not appear to be a good reason for effectively creating a new parcel through the BLA, given the limited available information and the apparent motivation behind the BLA request to develop the Wood Trails and Montevallo sites. Because Phoenix Development originally included this parcel in the rezone request, it is likely that they will return to evaluating this site to either develop portions of the site, or to transfer the density credits to one or more nearby sites. This probability requires that the EIS analysis includes the 11.8-acre parcel as potential future R-4 residential development to evaluate direct, indirect and cumulative impacts.
8. CNW is concerned about the lack of currently available information for the Montevallo site that will be required to complete the EIS. Based on Triad Associates' brief presentation at the October 28 scoping meeting, we understand that Phoenix Development will submit an application for the Montevallo site in the very near future. The timing of the application submittal by Phoenix Development to immediately follow the end of the EIS scoping period does not provide the public with some "hard" information concerning the Montevallo site. Without the project application information, providing site-specific comments within the timeframe of the EIS scoping comment period is not feasible. We are basing our comments on (1) a preliminary site plan that the applicant provided the City sometime within the last two months, (2) the limited information that Phoenix Development and Triad Associates provided during an open-house type

meeting in August, and (3) the limited information that Triad Associates provided at the October 28 public scoping meeting. The knowledge that the application for Montevallo will be submitted in the near-future appears to warrant an extension of the EIS scoping comment period. We believe the EIS scoping activities should cease until the applicant has committed to specific project plans for the Montevallo site. This would provide the public an opportunity to submit informed comments about the entire Proposed Action for the EIS.

9. The City should prepare a formal scoping document that summarizes the scoping comments and describes the scope of the EIS that will be prepared. The scoping document should include: (1) the elements that the City has identified as needing a detailed analyses of potential impacts; (2) the rationale for excluding specific elements from the EIS analyses; (3) a description of the various alternatives that have been developed for the EIS; and (4) how the selected alternatives encompass the range of development scenarios for the two sites and provide for a complete analysis of long-term impacts to the Wellington/Leota neighborhood areas.

Elements of the EIS

The DS Notice identified three general areas/elements that the City has identified as needing further analyses in the EIS: impacts on neighborhood, traffic and stormwater drainage. CNW agrees that these three areas should remain key issues for development and preparation of the EIS. However, it is our opinion that (1) there are other specific issues associated with neighborhood impacts, traffic and stormwater that do not appear to be clearly identified by the City, and (2) there are additional elements of the environment that would be significantly impacted that were not identified in the DS Notice. The following list summarizes our comments concerning elements that should be addressed during development and preparation of the EIS.

The Wood Trails site has been known and considered to be one of the most challenging and difficult sites for development within the City of Woodinville due to its steep and unstable slopes, difficult access, critical areas, and acknowledged buffer between adjacent industrial and residential areas. Based on the limited available information, the proposed development for the Montevallo site does not appear to have the quantity and magnitude of site constraints and access issues as the Wood Trails site. For ease of discussion, the following discussion of the EIS elements pertain to both of the sites unless noted otherwise.

1. **Earth - Subsurface Site Conditions:** The geotechnical analysis submitted as part of the Wood Trails application package is completely inadequate to address many of the environmental and design issues associated with development of this property as planned. Gaining a thorough understanding of subsurface conditions beneath each of the sites is needed to complete the level of analyses appropriate for the EIS. For the Wood Trails site, a well-designed and documented exploration program is needed to: (1) obtain an understanding of the subsurface

- soil and groundwater conditions at depth across the entire site; (2) evaluate geologic hazards (see below); and (3) evaluate site development constraints. At a minimum, explorations should extend to appropriate depths to provide for: (1) the assessment of soil characteristics below depths anticipated for excavation and grading cuts; (2) a thorough slope stability analysis; (3) identification and characterization of existing or potential seasonal perched water table conditions; and (4) measuring the depth and thickness of the water table aquifer.
2. Earth - Geologic Hazards: The Wood Trails site consists of steep and extremely steep slopes. Most of the Wood Trails site is located in a high erosion hazard area as depicted on critical area maps. A complete analysis of geologic hazards, particularly landslide hazards, erosion hazards, and seismic hazards, should be included in the EIS for both the existing and developed conditions. Results from the seismic and fault studies actively underway for the proposed Brightwater Treatment Plant studies should be incorporated into the analysis of seismic risk and associated slope stability analysis. Erosion hazards, sediment transport, and landslide hazards both on and off the site should be evaluated for site construction activities and likely post-development activities. Steep slopes and other geologic hazard areas need to be clearly defined and/or delineated to accurately determine their limits and assess the net buildable area and ultimately the actual density.
 3. Earth - Construction-Related Impacts: A complete analysis of potential construction-related impacts associated with soil erosion, geologic hazards, and water quality should be completed. This is particularly critical for evaluating potential on-site and off-site impacts at the Wood Trails site given the current limited site access, the presence of numerous ravines and steep slopes, and the presence of developed industrial facilities located at the base of the slope. Methods for clearing, excavating, hauling, and protecting the estimated 110,000 cubic yards of earthwork at the Wood Trails site should be evaluated. There are numerous on-site and off-site impacts from earthwork of this magnitude. Estimates and locations of soil cuts and fills should be determined for the Proposed Action and the alternatives to fully address the construction-related impacts. The limited access and site topography will necessitate the setting up of various staging areas for allowing heavy equipment to clear, strip and grade the various "isolated" residential clusters spread across areas of the site that are bordered by ravines and steep unstable slopes. Setting up the needed staging and working areas will undoubtedly require that clearing and grading activities extend beyond the developed "footprints" shown on the site maps. The EIS should also include an evaluation of potential impacts to the existing stormwater conveyance systems in the industrial area resulting from the transport of large quantities of sediment-laden runoff generated during site construction and stabilization.
 4. Groundwater Recharge: The existing undeveloped nature of the property sites provides a significant amount of groundwater recharge. A thorough analysis of groundwater recharge, including a water balance analysis comparing the existing and developed conditions, should be completed to evaluate hydrologic impacts. Changes in groundwater recharge would impact intermittent or perennial

- discharge to on-site and off-site tributary drainages, discharge to on-site and off-site wetlands, and base flow for Little Bear Creek.
5. Stormwater Control, Conveyance, Treatment and Discharge: The EIS should include a complete analysis of (1) the existing and developed surface water conditions, and (2) the proposed stormwater runoff collection system. The significant increase in impervious surfaces at both of the sites will result in significant increases in stormwater runoff. Assuming that final grading at the Montevallo site would generally follow the existing topography, the resulting stormwater runoff would likely be routed to the western portion of the site and adjacent to an existing wetland. The EIS should evaluate impacts to wetland hydrology and downgradient properties caused by changes to runoff volumes and rates, and associated fluctuations in the water table. There are numerous technical issues and concerns associated with the proposed stormwater conveyance and discharge system currently proposed for the Wood Trails site. These include: construction and operation of the proposed very large detention pond located near the base of a very steep slope and immediately upgradient of existing industrial facilities; impacts to maximum flow capacities for the downstream industrial stormwater conveyance system from the detention pond outlet to the final discharge point adjacent to Little Bear Creek; use of temporary facilities for stormwater control and treatment during site construction activities; potential temporary and/or long-term impacts to slope stability, soil erosion, base groundwater flow, seeps, and surface water flows and sediment transport in the numerous ravines.
 6. Environmental Health: The current undeveloped characteristics of the Wood Trails site provide a needed buffer between the industrial and residential areas for minimizing ambient noise emanating from industrial activities. Development of the Wood Trails property will significantly increase the ambient noise levels and detectable industrial odors. Overall ambient air quality could also be degraded by the removal of a large area of relatively mature forest. The EIS should identify and analyze impacts to existing noise levels and air quality in the adjacent neighborhoods. From the other perspective, the EIS should analyze the impacts to industrial operations in response to future complaints by the Wood Trails residents regarding noise, odor, and other potential environmental health issues if the buffer is removed. Noise impacts related to construction activities at the sites should also be included in the EIS analysis.
 7. Wildlife Habitat: Numerous sitings of listed species, including endangered or threatened bird species, have been noted by nearby residents at the sites and in the immediate vicinity. The Wood Trails site provides an extensive area of undisturbed wildlife habitat, and provides a key wildlife corridor for migratory animals in Woodinville and neighboring south Snohomish County. The clear-cutting and development of the sites will destroy this wildlife habitat. A detailed investigation and analysis of threatened or endangered species and existing wildlife habitat should be completed by a qualified wildlife biologist for the purpose of completing the impact analyses.

8. Scenic Resources and Visual Aesthetics: The City recognized the importance of buffering the North Industrial Neighborhood and the adjoining residential area to the east with Resolution No. 093. The resolution clearly identified the “natural slope barrier between the industrial neighborhood and the adjoining residential area to the east”. The resolution further stated that a low-density residential designation shall be retained between the buffer and 148th Ave NE due to steep slope sensitive areas. The buffer was deemed important to separate/protect industrial uses and effects from residential neighborhoods. The intent of the resolution is clear, and any development of this site must be consistent with it.

The clustered effect of lots in Wood Trails and Montevallo sites would physically look like R-6 to R-8+ residential housing and would visually and aesthetically conflict with the existing neighborhood character. For example, the Wood Trails lots are arranged like “row-housing” along the eastern boundary, and the result is the abutting one-acre homes will have 3-4 neighbors each. There is no visual buffer proposed to maintain the level of visual privacy that exists throughout the Wellington neighborhood.

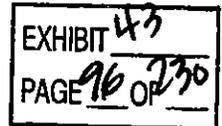
9. Existing Land Use Plans, Zoning, and Housing: The proposed developments would be isolated from other similar moderate-density developments located elsewhere in the City. However, the extension of sanitary sewer service eastward from this development will likely result in higher density redevelopment nearby, and the cumulative effects and impacts of this increased density need to be identified as a part of this project. The development as currently proposed is incompatible with both the existing neighborhood (zoned R-1) and the adjoining industrial area. Potential impacts to offsite areas, including the industrial properties located immediately downgradient of the site, have not been addressed.

Higher density housing such as that proposed for the two sites should be located close to main arterial/highway access, and not at the extreme end of dead end streets in low density residential areas.

Because of density credit transfers and clustering, the proposed developments would actually result in “as-built” densities classified as Moderate Residential Density in the City’s Comprehensive Plan and Municipal Code, consisting of R-6 to R-8 density patterns.

10. Existing Neighborhood Character: The City’s Comprehensive Plan provides a number of Policies and Goals to protect and preserve existing neighborhoods. The following are among the Policies and Goals that should be used to ensure consistency with the Comprehensive Plan.

- LU-1.1 Preserve the character of the existing neighborhoods while accommodating projected growth over the next 20 years
- LU-3.2 Preserve the existing natural environment of the neighborhoods
- LU-5.7 Protect geologically hazardous areas



- H-1.1 Allow for a variety of housing types and lot sizes
- T-2.1 Require new development to pay its fair share for transportation improvements

Impacts to the existing Wellington / Leota neighborhood need to be evaluated. The relatively high-density Wood Trails and Montevallo developments contrast sharply with the existing R-1 rural residential character and the urban character of the high-density proposal. Larger setbacks and separation of homes; larger yards with lawns, trees, and natural vegetation; paved streets with gravel shoulders and no sidewalks characterize the existing residential area. The proposal is characterized by minimum setbacks and separation of homes, small yards with minimal landscaping, paved streets with curb, gutter, sidewalk and on-street parking.

For example, the clustering of 66 lots on 10.4 acres in Wood Trails is high density and not compatible with the neighborhood character and residential density of 1 unit/acre. The proposed layout of the development using three semi-isolated "pods" does not result in a self-contained integrated community, does not integrate in a beneficial way to the existing adjoining residential areas, and would adversely impact the existing characteristics of the adjoining streets and neighborhoods. The proposed development does not, in any aspect, complement the existing development pattern of the adjacent and nearby residential neighborhoods.

11. Open Space and Recreational Areas Within Developments: There are no active open space or recreation/play areas identified within Wood Trails, and it is unknown if space is provided at the Montevallo site. Due to the small lot size, constrained site, and lack of nearby public facilities, adequate active open space should be provided for both of these developments. The adequacy of existing neighborhood active and passive recreational facilities should be studied as part of the EIS. The maintenance and security responsibilities associated with the Native Growth Protection Area (NGPA) and stormwater ponds should be thoroughly evaluated including risks of erosion, flooding, slides, or other failures that could result on this site.
12. Schools: The capacity for significant additional student enrollment at existing schools should be determined and coordinated with the school district. Pedestrian routes and connections from the development to Wellington and Leota Jr. High School are not referenced and are critical non-motorized elements to be evaluated. The EIS should identify existing walking routes to the schools, and complete an analysis of safety issues along those routes. The City's 6-year CIP identifies two (unfunded) non-motorized projects for the Wellington area, and one is specifically intended provide a safe walking route to the schools.

13. Transportation – Traffic Operations and Safety: The Transportation Impact Analysis was performed for Wood Trails only and needs to be updated to include all development being proposed. Recently the Costco development was approved, and traffic volumes and impacts to 156th Ave NE need to be incorporated into the update. The Wood Trails analysis focused on traffic volumes and levels of service along 156th Ave NE and Woodinville-Duvall Road, and concluded that there was no significant degradation in level of service caused by Wood Trails. The trip distributions did not reflect the constrained (multiple dead-ends with only one outlet) street network in the Wellington area and the distribution of trips to the Golf Course Road were not consistent with actual travel patterns. This is incomplete, as there are a number of traffic related impacts that were not identified and need to be addressed. AM and PM peak hour analysis should be considered with consideration for AM school-related travel. The updated analysis should identify construction-related traffic, including operations and safety when school children are present, along with construction vehicle and equipment access to the parcels throughout the construction period.
14. Transportation – Traffic – Street Deficiencies: The Transportation Analysis fails to describe the numerous deficiencies that exist along these residential streets that were never intended to serve high density development as being proposed. They were intended to provide basic access to rural residential parcels, and in many locations do not meet City standards. Deficiencies include lane and shoulder widths, site distance, reduced/restricted speed limits, pavement condition, sidewalks/paths, crosswalks and lighting. The EIS should include a detailed analysis of the livability and usability of the proposed neighborhood access roads, both for construction-related and post-development use, that would have significant increases in traffic volumes. A more thorough analysis is required to determine where improvements are needed to address safety, operational and structural deficiencies.
15. Traffic - Cumulative impacts: Extending R-4 zoning over the adjacent area should be considered as well as the potential for short plats for larger parcels now occupied by a single home. The traffic impact of a broad area of rezoning on adjacent streets and intersections should be considered, including 156th Ave NE, Woodinville-Duvall Rd, and Wellington Hills Golf Course Rd.
16. Parking: The current plan shows minimal street widths with very limited or no on-street parking, which is not realistic considering the small lot sizes. Access, circulation and parking should be thoroughly investigated.
17. Post-Construction/Development Issues: The EIS should identify enforcement mechanisms to ensure that property owners do not either create new post-development environmental impacts, or offset any implemented mitigation measures. Examples of these types of issues include: additional clearing of vegetation adjacent to individual parcels; increased irrigation on steep slopes; and re-routing of drainage and stormwater runoff. These types of post-development activities by individual property owners could result in increased soil erosion

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along steep slopes, creation or reactivation of landslides, and impairments to the function and operation of in-place stormwater conveyance and treatment systems.

Development of Alternatives

It is important to identify a range of alternatives that reduce or minimize the probable significant adverse impacts. The City has recently agreed on two additional alternatives (other than no-action and their current proposal) that are focused on providing new access connections to the site and neighborhood.: (1) provide access to Wood Trails from the west; (2) provide access to Wood Trails from the south. Other than providing new access routes, these do not address/mitigate any of the adverse impacts, and in fact, create additional adverse impacts of their own.

We suggest the City evaluate a number of alternatives such as the following.

- Recognize that reasonable alternatives will reduce environmental impact.
- Each of the sites needs to be analyzed for various types of development scenarios.
- The alternatives should not focus solely on design alternatives, but should include other land use options and residential densities.
- Include other alternatives that accomplish the objectives on properties owned by the applicant.
- Assess the repercussions to the applicant developing the parcels at R-1 densities as currently zoned.
- Consider an alternative where the City purchases the Wood Trails property.
- Evaluate short-term and long-term impacts to the neighborhood and built-out infrastructure, including funding scenarios or the necessary infrastructure improvements.
- Use a screening process that measures the pros and cons of each alternative.

Closure

This letter represents the concerns of the CNW, whose members include many of the individual residents whom have provided separate written comments to the City, or expressed their comments and concerns at the October 28 scoping meeting. Although this letter aims to capture many of the CNW members' concerns, this letter should not be viewed by the City as an all-encompassing summary of the Wellington residents' comments regarding the scope of the EIS and other related issues. As the City is aware, many individual comments were either recorded at the meeting and/or have been submitted separately in written correspondence to the City. The City should not disregard these individual comments or letters from the Wellington residents by assuming this letter incorporates all of their comments and concerns.

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We trust that the City will review and evaluate our comments with the thoroughness and diligence needed to prepare a comprehensive EIS that fully addresses the Wellington area residents' concerns about the proposed projects and resulting impacts. We look forward to reviewing the formal scoping document that we expect you will prepare.

Please notify us of any developments or changes in the status of the EIS or the project applications. Thanks for your assistance and cooperation thus far in the process.

Sincerely,

Concerned Neighbors of Wellington

NOV 1 2004

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Dear Mr. and Mrs. Fry,

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,

Ray Sturtz,
Community Development Director

-----Original Message-----

From: Ivanhel@aol.com [mailto:Ivanhel@aol.com]
Sent: Monday, November 01, 2004 4:53 PM
To: Ray Sturtz
Subject: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz:

My husband and I have resided at our home in Wellington Hills for almost 30 years. I am writing as a member of Concerned Neighbors of Wellington regarding Phoenix Development's application for the rezoning of "Wood Trails" to R-4. I have attended the meetings sponsored by the company regarding the development.

My small dog and I regularly walk Wellington and the surrounding neighborhood. And, my grandchildren and I often walk and bike and ride trikes or pull wagons in the streets of Wellington. Traffic safety is a paramount concern of mine.

There are no sidewalks. There are not even decent shoulders in many areas of the neighborhood. Speeding is an ongoing problem. I have even encountered school buses speeding by the house. During rush-hour traffic, it has sometimes taken several minutes for me to get across 156 Avenue N. E. during my walks.

Thirty years has brought a lot of change to the neighborhood. There are many more houses here than were here when we bought our home in 1975. Northeast 198 Street did not even exist (nor did the streets and homes east of 156 Avenue Northeast). Even N. E. 201 Street, where we live, ended just a few houses west of ours. But, when homes and streets were added, the houses were zoned R-1. And that has not changed in 30 years.

But, in those 30 years, I have never seen any improvements to the roads. Indeed, in my walks, I have observed continued erosion in the surface of the road: numerous cracks, big holes, breaks in the surfacing. Additional traffic, the likes of which we have never imagined, that would be generated not only by the residents of housing proposed by Phoenix Development but by logging trucks; construction trucks of every description; UPS and FedEx trucks; additional school buses, etc. would quickly further erode the roads. Who's going to pay for that? Were they ever intended to handle the volumes of traffic that would be directed to them? I don't think so.

Another thing that has not changed in my thirty years of walking the area is the steepness of the terrain of the proposed "Wood Trails" development. I could not then nor can I now imagine so many houses being built on such steep terrain in so great a number and in such close proximity. Erosion is certain to follow just as it has at the Waste Management site in Woodinville and in the abhorrent Tanglin Ridge Development on Woodinville Duvall Road.

The owls, deer, rabbits, and birds still live in "Wood Trails." The trees provide a natural noise barrier between the residential and the industrial area. Certainly, they are pleasing aesthetically and they even provide recreation (witness the old treehouse that's still there that my son and his friends built some 25 years ago). Trees provide natural air filtration. They provide a barrier from the glare of industrial lights. And, they help provide a natural protection from erosion as does the vegetation that grows there.

And, the schools. What about them? Are any provisions being considered to assure that Wellington; Leota; and Woodinville High School can handle the additional load that will be placed on them in such a short term?

I applaud the City of Woodinville for issuing a Determination of Significance regarding the applications of Phoenix Development. I am wondering what development plan will be used for Montevallo. Will the City use the plan that was before the TRC?

Also, who will do the EIS and what controls will the City of Woodinville have over its quality and general content? Will the consultants who draft the EIS be responsible to the City and not the developer? Obviously, it is paramount that the City does not allow Phoenix Development to write an EIS favorable to themselves.

Finally, my husband and I would ask that the City of Woodinville prepare a document that responds to the scoping comments as recommended by the SEPA Handbook at Section 3.2.2.

Sincerely,

Ivan J. and Helen R. Fry
15317 N. E. 201 Street
Woodinville, WA 98072

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November 1, 2004

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CITY OF WOODINVILLE
PLANNING DEPARTMENT

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

The EIS needs to consider 1) Lost value of home equity of existing neighbors in the economic study, 2) Woodinville comp plan and vision statement regarding variety of residences, open spaces, and preservation of character of existing neighborhoods, 3) The consequences of a full build out of the neighborhoods, 4) The impact of the Snohomish County Comp Plan on Wellington and the value of pending any further developments until that plan is final, and 5) there must be no conflict of interest in the completion of the EIS.

Economic Study: There are many aspects of economic cost. One of those is lost value of real estate. The DS stated there are 130 homes in Wellington. When you consider both sides of 156th, the neighbors that live on 156th and those in the neighborhoods to the immediate north and south there are over 275 homes. If the average value is \$375,000, we are talking about \$100 million worth of real estate. If you inaccurately only consider the 130 homes, that's still nearly \$50 million of property value. If we only saw a 4% of lost value that's still over \$4 million (or \$2 million if only considering the 130 homes). Many educated neighbors feel it will be much more than 4% evidenced by the rush "for sale" signs.

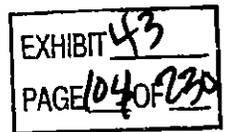
If the builder earns a profit of \$30,000 per home on 68 homes, his gross profit on Wood Trails would be about \$2 million. Yes a builder deserves a right to earn a profit in developing his land but not to the peril of the existing landowners. The needs of the many do outweigh the needs of one. It is inappropriate to take home equity from existing homeowners and transfer it to a builder in the form of a profit. This is theft and the courts would likely agree.

Some appraisers may argue that no matter what the value of existing real estate over time will still appreciate. Even if that is true, if our property only appreciates at only 3% rather than 7% in a given year, that would still result in a 4% lost value in equity. Based on 275 homes this would equal more than \$4,000,000 in lost equity. Regardless of how you calculate the number of homes or values used, the cost to existing homeowners will be enormous and surely far exceeds the need of a builders profit.

Variety: According to H-1.1 of the comp plan the city mandates a variety of lot sizes. If you have three balloons, red, green and blue, you have a variety. If you lose the green balloon, you have lost part of your variety. The R-1 zoning and unique wide open lots make up part of the variety of Woodinville residences. By allowing Wood Trails as R-4 and bringing sewer to Wellington, the variety our neighborhood brings to

November 1, 2004

Page 2



Woodinville will be lost. Further, **the Woodinville vision statement clearly identifies the need to preserve existing character and open spaces.** The R-1 zoning and current character of Wellington contribute to the open spaces clearly referred to in the Woodinville vision statement and comp plan.

Full Build Out: One aspect the EIS must consider is a full build out of the **Wellington and Leota neighborhood.** Once sewer is brought up the hill and zoning is allowed to change on the Wood Trails and Montevallo parcels, there will be several more requests for more developments and for existing homeowners with access to sewer to subdivide their lots. The city will not be able to deny the next developer permits until greater infrastructure can accommodate it. Who will pay for the infrastructure? There currently are no mitigation offers by the developer or plans by the city to accommodate the financial impact of widening 156th, redesign of the intersection at 156th and Woodinville Duvall road, or the intersections at 195th and highway 9 which already takes 4-6 rotations to go through the intersection. Regularly when the lights changes to flashing red for a train, the intersection backs up to the storage facility intersection.

Snohomish County Comp Plan: In regards to the plans for Wellington Hills Golf Course by Snohomish County, the residents of Woodinville and particularly Wellington will be significantly impacted by their proposed land use changes presented in October of this year by Snohomish County. It would be ludicrous to consider a change to Wellington before we know the final land use designation in the Snohomish County comp plan and its affect on neighborhoods. **Woodinville should not permit Wood Trails, Montevallo, or any other sub-division in the Wellington (156th Avenue NE) corridor until the impact of industrial development of the golf course property can be fully assessed as an exacerbating circumstance in conjunction with the additional infrastructure demands proposed residential sub-divisions will bring.**

EIS – No Conflict of Interest: It is imperative that the EIS is completed without conflict of interest. That is, the firm that completes the EIS should not be tied in any way, either now or in previous contracts to the developer. Neither should they be reporting directly to the planning department. According to the planning department, most likely the firm contracted for the site work completed so far at Wood Trails would be allowed to complete the EIS for the developer because it would be cheaper for the developer. Who cares! We want it done right! Not at a discount by someone who answers to the developer. Regardless of who the firm reports to, their fee is paid by the developer. **The firm completing the EIS should not report to the developer and must not have ever been under contract by the developer.**

Thank you for your consideration of these points.

Sincerely



Fred & Pam Green
15218 NE 198th St.
Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

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CITY OF WOODINVILLE
PLANNING DEPARTMENT

November 1, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072

Re: Scope of EIS for Wood Trails and Montevallo Developments

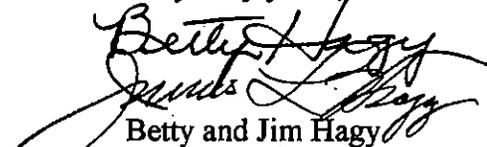
Dear Mr. Sturtz

We attended the informational meeting on October 28, 2004 and listened to many concerns and recommendations concerning the EIS to be prepared by the City.

We also, like many others who spoke, live in the Wellington area because of the "openness" associated with the existing area and we are concerned that wholesale cramming of houses onto lots with density credits and/or other somewhat obtuse methods will degrade the area.

You are encouraged to incorporate "at least" the elements we heard at the meeting and others that may have been offered in previous meetings/letters to which we are not aware.

Very truly yours,


Betty and Jim Hagy
19222 152nd Ave NE
Woodinville, WA 98072

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EXHIBIT 43
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Dear Mr. and Mrs. Hauck,

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,

Ray Sturtz,
Community Development Director

October 25, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

I urge you to rule in favor of the Concerned Neighbors of Wellington, a group of folks who simply want the best for our community.

We have joined together as parents, grandparents, friends and neighbors to preserve a community which treasures the beauty of its surroundings.

Please join with us to preserve this beauty.

Sincerely,

Jonathan Hauck
15330 NE 201st Street

cc: Concerned Neighbors of Wellington

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NOV 1 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

**City Planning Division
Attention: Dick Fredland
Ren Hodge 15022 N.E. 201 St. Woodinville**

EXHIBIT 43
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I have a concern about the Woodland Development project that I believe that hasn't been addressed yet. The trees that are in the project area supply a big wind buffer to our homes. When we have any big wind storms a few trees come down but the brunt of the storm is always taken on the west side of the hill where the project will be. I think the trees there are vital to our protection. Over on the golf course on the green of the third hole there's been a clear cut right up to twenty feet of the green. The wind now will blow you right off. You can hear the noise from the freeway. The smell from the Campbell's soup co. is 5 times stronger now. I know the housing project will not provide us with the wind break we now have and the noise level will increase. I'm in construction myself and I'm all for development but, changing r-1 to r-4 going through our street is not going to help our neighborhood. I wouldn't have a problem with r-1 to keep the same life style we are accustomed to.



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NOV 1 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Dear Mr. Ray Sturtz, Please don't build the road. It will mean moving for me and my family. We are still getting settled. The reason for that is because we moved because we couldn't go outside with out my mom being scared that we would get hit by a car. Plus I love those woods. All I did this summer was play in them, make games and explore. Please don't take my fun away. Also we could not ever find a house as good as this one. All my friends love my house. So do I. We spent months on my room. I feel so safe and am not scared at all. Please, Please, **PLEASE!** Don't build the road. Please. Don't make us move.

From Hannah Ljunggren
age 9 2004

19131 148th ave ne Woodinville wa
98072

sent

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NOV 1 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

MEMORANDUM

Date: November 1, 2004

To: City of Woodinville Planners
C/O Mr. Dick Fredlund

From: Marjorie Pomeroy
Resident, 19815 154th Ct., NE
Woodinville, WA 98072
425.483.9448

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PAGE 10⁹ OF 230

Re: Development Plans for the Wood Trails/Montevello Projects

I have lived in the Wellington/Leota neighborhood in Woodinville for almost 10 years and I am registered as a party of interest in the above stated project. I have concerns about the current plans for the Wood Trails/Montevello proposals in this well-established neighborhood and I write you today to express those areas.

- My number one concern--If the city of Woodinville allows a zone change from R-1 to R-4 as proposed by the Phoenix Development Group, this decision will lead to great and significant changes to our property values and the sheer character of our neighborhood. Increased human and vehicular traffic congestion would be a transformation for the worse if the approximately 136 additional homes that are planned are developed right next door. Please do not compromise the precedent rule of the R-1 zoning for this neighborhood by allowing this group to develop at their proposed R-4 capacity...the very character, peace, and establishment of this precious neighborhood that has attracted many families over the years would be forever ruined. I encourage you to maintain the scope of development in this neighborhood at the R-1 zone restriction.
- A concern & question—Is the Development Group only interested in developing the land if they can get the approval for the R-4 zone change?
- A concern & question—With potential development of any sort (regardless of the building zone level) is there a likelihood that those of us already living here would be forced to hook up to sewer because of the increased development? How much would this cost and would the city pay for those of us already established here?

Thank you for considering these questions and concerns as you deliberate how to effectively and thoughtfully allow expansion of development in Woodinville. These are great questions whose answers will have lasting impact on hundreds of families in Woodinville in the future. I submit these thoughts respectfully to your leadership.

Sincerely,

Marjorie Pomeroy
Marjorie Pomeroy 11/1/04

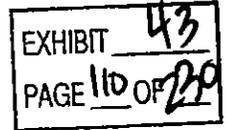
RECEIVED

NOV 1 2004

Dear Mark and Suzanne Johnston,

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.



Sincerely,

Ray Sturtz,
Community Development Director

-----Original Message-----

From: Ray Sturtz
Sent: Tuesday, November 02, 2004 8:27 AM
To: Catherine Borghes
Cc: Dick Fredlund
Subject: FW: Comment on Scope of EIS for Wood Trails and Montevallo

----Original Message-----

From: Mark Johnston (MSDN) [mailto:markjoh@microsoft.com]
Sent: Monday, November 01, 2004 5:23 PM
To: Ray Sturtz
Subject: RE: Comment on Scope of EIS for Wood Trails and Montevallo

November 1st, 2004

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Wood Trails and Montevallo

Dear Mr. Sturtz,

My wife and I attended the EIS scoping meeting on October 28th, 2004 I also spoke twice on record. I feel very uncomfortable speaking in public but I felt compelled to speak given the situation. At any rate, the meeting was handled with respect and with purpose. Well done.

Most of the faces that you and everyone else saw at the meeting are faces that are going to be around for a long time. All the people that attended the meeting

love Woodinville and love what it stands for: Good people, big lots, safe place for kids, lots of trees, and lots of wildlife. In 5 years, if another such neighborhood meeting was held, the majority of the faces you'd see would be these same faces, in our opinion. That's because of the passion for the community and the will to keep Woodinville, Woodinville. If 150 houses are added to the mix, we believe the most passionate and the biggest percentage of people showing up to neighborhood meetings will still be these same faces. However, many of the faces in Thursday's meeting will be gone if 150 houses appear. Of these departing faces, most of them will probably be parents of younger children. They will deem the neighborhood unsafe for their children or not the neighborhood they wanted for their kids and move to a different neighborhood, city, or state. Of the faces remaining, the majority will be older couples and couples without children or families that were fortunate that their cul-de-sac neighborhood, for instance, wasn't changed to a cut through street. So, the majority of the remaining faces will be older couples and couples without children. Then when they pass on, no one is remaining to carry the torch to keep Woodinville, Woodinville. Woodinville in the Wellington neighborhood and surrounding areas will be forever changed.

This is not because of new development in the neighborhood. It's because of a radical development that adds more than the size of the existing neighborhood in houses, to a smaller area mainly within the existing neighborhood. We believe it'll cause issues even beyond what the EIS studies. There will probably be issues related to schooling, buses, etc. So many negative effects can happen when adding such a large population to a given neighborhood. If it was a brand new neighborhood that had direct access to major roads, we believe, the issues would be lessened. There could (and probably would) still be issues but there would be less of them, in our opinion.

Our address is 19131 148th Ave NE. To give perspective, if 148th Ave NE was extended to the Woodinville Duvall Road, our house would be the closest one to Woodinville Duvall road (on the West side of 148th Ave NE).

We first heard about the scoping meeting the day before the scoping meeting was held. We were notified by a neighbor who posted the DS draft on our front door. We were shocked and amazed that the process got to this point before we were notified. Apparently, the reason why we were even notified is because the neighbor who posted the DS used to own property within the 500ft notification zone of the development. We believe in future correspondence, 500ft from the development is too narrow. We believe it should be 500ft from everywhere where there is a proposed change due to the development. So, if a development may involve 5 road changes, for instance, we believe all houses 500ft from any of those 5 road changes as well as 500ft from the development should be notified. This will help ensure that all affected people are properly notified.

We bought our house in September 2003. We moved from the Houghton neighborhood of Kirkland which is a very sought after neighborhood in Kirkland. We, however, wanted more property for our four kids (ages 1, 3, 9, and 11) to run around in, more bedrooms (we had 3) and live where it's safe for the kids to play. We felt our kids weren't safe playing at our Kirkland house because they could get hit by a car as well as sexual predators could be driving by every day.

The Kirkland street we lived on served the neighborhood as well but was also a cut street from Lake Washington Blvd to 108th Ave. So, we decided it was time to move. In our process of looking, we looked at Woodinville. My wife and I always liked Woodinville (she lived in Woodinville when she was young). Woodinville offered us many choices of properties and many cul-de-sacs. A community with lots of cul-de-sacs, is a highly desirable community in our opinion. We loved the country feel and warmth of Woodinville. We eventually found our dream house. It provided us lots of room, 1.5 acres for the kids to run around in, and lots of privacy. Our property is mostly woods which our kids love for exploring as well as the abundant wildlife that they were never able to experience before. Having breakfast and seeing bunnies or deer is a wonderful sight. We never knew a mountain beaver existed before we moved to Woodinville. If the 148th Ave extension is development, we will have a road in our side back yard. All of our windows in the back of the house face south so we would have headlights shining in our windows including our master bedroom. The privacy and safety reasons for moving into our Woodinville house would be mute.

If the 148th Ave cul-de-sac became a through street, all neighborhood kids would be negatively affected. Kids use the cul-de-sac to do many kid activities. The neighborhood would forever be changed for the worse.

Our driveway is approximately 150ft long and goes down from the cul-de-sac. The top of our house is about 40 feet high and it's roughly 30 ft below the cul-de-sac. So, our driveway is quite steep. During the big snowstorm over the winter, the neighborhood kids sled down our driveway with our kids and had a grand time. The steepness of the driveway is mentioned because there is similar terrain all around our house. In some places, the terrain is steep East to West and other places it's steep North to South or South to North. We believe the area the road is designated is too steep for a road.

Even if we are wrong with that statement, the slope down to our house is so steep that fears of erosion, landslide, and tree weakening are great.

I've been told that the city owns 30ft between our property and the neighbor's property. I'm also told that 45 feet is the minimum width to build a road. Given that, it would seem that if a road was put in, a line or two of trees on our property would probably have to be stumped because their roots would be damaged and they'd be at risk for falling down. So, if the city is allowed to stump some of our trees, that would give us even less privacy. We fear a landslide of dirt could cover our house (our garage is only 5 feet above the ground on the east side or trees will fall down due to being cut so close to our property. We feel a retaining wall would probably need to be built to help stop erosion or landslide. However, it's most likely that there is no room to also add a retaining wall. In order for the retaining wall to serve it's purpose it probably would need to be on our property.

We have issues with the proposed zoning change. We are not against changes. Changes can be good, bad and sometimes both. We believe the bad far outweigh the good in this case. One good is that more people are moving into the neighborhood and get to experience Woodinville. This also brings tax revenue to the city. One bad change is that it's mainly at the expense of the existing Wellington (and surrounding) neighborhoods. Adding 150 houses to a neighborhood that is already at or near the limits traffic wise (based on the

current road conditions) in some areas is dangerous. Even if roads are widened, dead ends are blown through, and cul-de-sacs are blown through, it's all for the benefit of the new houses. What was previously a grand neighborhood because of the dead ends and cul-de-sacs would be turned into cut through streets for the new houses. Notice that the new development has cul-de-sacs. That's the ideal configuration.

So, who loses? The existing neighbors that already have dead end streets or cul-de-sacs or neighborhood only streets that turn into cut through streets. Also, existing neighbors and new neighbors will suffer with bad traffic on various streets (156th, for instance).

Who wins? The new neighbors because they have cul-de-sacs and they drive through other people's neighborhoods and don't have anybody driving through theirs.

Now, there can't be all winners or no losers in every situation. But we believe the situation can be re-worked so that the number of "losers" is significantly reduced or eliminated. The biggest chance of doing this is to not allow that many houses to be added to the neighborhood. And the easiest way is to not change the zoning. Or at least change is slowly (R-2, for instance).

Changes to the neighborhood, and any other existing neighborhood, should be done slowly (percentage wise – existing houses verses new houses added). Preserving neighborhoods should, in our opinion, be a top priority. Total preservation isn't possible with this day in age of growth but throttling the growth such that radical changes aren't done, is better for the community, neighborhoods, environment, and wildlife.

A signed hard copy can be furnished upon request.

Sincerely,

Mark and Suzanne Johnston
19131 148th Ave NE, Woodinville, WA 98072
425-488-3633
markjoh@microsoft.com
ilovemoosie@hotmail.com

From: Mark Johnston (MSDN)
Sent: Monday, November 01, 2004 4:49 PM
To: 'rays@ci.woodinville.wa.us'
Subject: Comment on Scope of EIS for Wood Trails and Montevallo

Greetings,

Attached is a letter detailing comments my wife and I have pertaining to the scope of EIS for Wood Trails and Montevallo.

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Note: Our daughters (Haley and Hannah Ljunggren) independently wrote letters on their behalf and my wife delivered them to your office a few minutes ago. I'm mentioning this in case their last name confuses you.

Congratulations on your grand daughter.

Please let me know if you have any issues with the document or have questions or need clarifications.

Sincerely,

Mark and Suzanne Johnston
19131 148th Ave NE, Woodinville
425-488-3633
markjoh@microsoft.com
ilovemoosie@hotmail.com

Dear Ms. Tollifson,

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

EXHIBIT 43
PAGE 15 OF 120

Sincerely,

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Ray Sturtz,
Community Development Director

NOV 1 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

-----Original Message-----

From: Kellie Tollifson [mailto:ktollifson@verizon.net]

Sent: Monday, November 01, 2004 6:52 AM

To: Ray Sturtz

Subject: Wood Trails

Dear Mr. Sturtz,

Attached is a letter from me regarding Wood Trails.

Thank you,

Kellie Tollifson

Wildlife Species Observed in the Wellington Neighborhood
1997-2004

Pileated Woodpecker
Downy or hairy woodpecker
Sharp-shinned or Coopers hawk
Northern Flicker
Screech owl
Barred owl
American goldfinch
Bald eagle
Great blue heron
Evening grosbeak
American goldfinch
Wood duck (breeding)
Red-tailed hawk (breeding)
American kestrel
Merlin
Western tanager
Kingfisher
California quail
Red-breasted nuthatch
Black-capped chickadees
Grouse

Mountain beaver
Western jumping mouse
Douglas squirrel
Seven-lined chipmunk
Black-tailed deer
Beaver
Wild rabbit
Possum
Raccoon
Coyote
Muskrat
Big brown bat
Little brown bat

Pacific salamander
Rough-skinned newt
Pacific tree frogs
Northern red-legged frogs
Western red-backed salamander
Northwestern garter snake
Northern alligator lizard

Catherine Borghes

From: Catherine Borghes
Sent: Monday, November 01, 2004 8:34 AM
To: 'Pete@dollarseattle.com'
Subject: FW: Wood Trails Development

Dear Mr. Symington,

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plat for Wood Trails. Your concerns will be given careful consideration when determining the scope of the EIS.

Sincerely,

Dick Fredlund

Dear Dick,

Most of this letter was sent to you in August but I am sending it to you again because the e-mail I sent to you last week apparently was not received as I did not hear my name mentioned at the EIS meeting last Thursday night. I agree with all of the people who got up and spoke and I am more convinced than ever that the proposed Wood Trails development should never be approved. Also, I have serious reservations about the proposed Montevello development and a thorough EIS should be required for this area too. I think we have some very serious traffic problems evolving very soon with the addition of the CostCo store north of town. This is going to bring a lot of traffic to 156th N.E. This is a street that is already very heavily traveled with very little shoulders and no sidewalks of any kind. It was not designed for this additional development. Below is my original which still applies. Thanks!

I just wanted you to know that I am very concerned about this proposed development and that I would like to be kept informed of these projects activities. I have lived at my present address, 15410 N.E. 198th St., for 25 years have already seen this street extended once. This extension has brought increased traffic, noise and vandalism. People always drive too fast down this street and I am surprised that there hasn't been a serious accident.

This proposed development is completely contrary to our present community and will certainly jeopardize its continuation. An R-4 zoning is not compatible with our present community and will impact our community with further re-zoning as sewers are added. When we voted to be a City we were told we would be protected and our neighborhood would be kept the same but instead it has lessened our recourse. This development which is being proposed under the cloak of the growth management act is misusing this act and its intent. It was not passed to adversely affect existing communities. This property development company is not responsible and is only doing the minimum to get a permit. The land it is building on is questionable, the high density is ridiculous, it will destroy a natural noise barrier and greatly increase traffic in what is supposed to be a safe neighborhood.

When the developer was asked to explore alternatives to the N.E. 202nd and N.E. 195th St. they simply substituted N.E. 198th so they would not have to spend any improvement money. I attended a meeting on August 17th and it was indicated that there were at least two alternative access points and they just happen to be on a northern piece of property that was originally part of the development but now they are waiving this 12 acre parcel of land. I wonder why? One was from the North and one was from the West. I suspect there may be other alternative accesses, such as the South, but they will not consider anything else unless the City of Woodinville tells them to. If after a thorough and fair EIS has been performed, you feel you must approve this development, at least maintain the zoning at R-1 and make them provide alternative access roads and not use N.E. 195th, 198th, 201st and 202nd. This is our community and we want to keep it as is and keep it as safe as possible. Also, we do not want to see our property values decline with this type of high density housing. I believe they are fraudulently misrepresenting the type of home that will be built. They showed pictures of homes over 3000 square feet and put forth price ranges of \$450,000 plus, but when they were pressured for an answer they said it will be up to the builder. So I think is very evident that they intend to build as many homes as possible and they will probably be in a lower price range.

11/01/2004

Since I am already writing you I would like to request that Speed Bumps be installed on N.E. 198th St. I am not asking because of the proposed development but because we already need them.

Thanks you for your time.

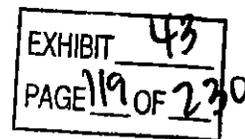
Sincerely,

Peter G. Symington
15410 N.E. 198th St.
Woodinville, WA 98072

EXHIBIT	47
PAGE	118 OF 120

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NOV 1 2004



Dear Ms. Lease

Thank you for your email concerning the subject Scope of EIS for SEP2004-055 and PPA2004-056 Preliminary Plan for Wood Trails and Montevello. Your concerns will be given careful consideration when determining the scope of the EIS. You may contact Dick Fredlund, Project Planner at (425) 489-2757, ext. 2247 for additional information.

Sincerely,

Ray Sturtz,
Community Development Director

-----Original Message-----

From: Ray Sturtz
Sent: Tuesday, November 02, 2004 8:33 AM
To: Catherine Borghes
Cc: Dick Fredlund
Subject: FW: Comment on Scope of EIS for Wood Trails and Montevello

-----Original Message-----

From: kelsan@att.net [mailto:kelsan@att.net]
Sent: Monday, November 01, 2004 10:18 AM
To: Ray Sturtz
Cc: Fred@GreenFinancial.com
Subject: Comment on Scope of EIS for Wood Trails and Montevello

November 1, 2004

Ray Sturtz, Planning Director, SEPA Official

Planning Department

City of Woodinville

17301 133rd Ave NE

Woodinville, WA 98072

Dear Mr. Sturtz,

My family lives off 156th, down NE 203rd Place, so we are east of 156th. Wood Trails and Montevello will significantly impact traffic. If you double the number of households off 156th, how will I ever make a left turn? There are some times of the day, now, when I have trouble getting out on 156th. I'm usually heading to downtown Woodinville to put my money in the city coffers. If we cannot, with ease, get to the shopping areas downtown, we'll find other ways to spend our money.

In addition, the intersection at 156th and Woodinville-Duvall road has already declined in its good service. We used to get a green light when there was no traffic on Woodinville-Duvall Road. Now, we have to sit through a complete (2-minutes?) traffic cycle, even when there's no traffic on W-D Road. Adding the traffic from the gas stations, the intersection seems to be more congested and more dangerous.

Also, what is Woodinville going to do about the Costco traffic? I've read that they expect most traffic to use the Woodinville-Snohomish Road. Not true. If you're driving from east of Woodinville, Duvall, Avondale, you name it, shoppers will find 156th. By putting the traffic light at 240th for Costco, you're inviting drivers to use 156th. I know that Costco and Costco's intersection lie in Snohomish County, but you must not be living in a bubble, thinking no one will find 156th.

I do have another question. What are you doing with the treed area east of the water tower? Don't you also expect that to go under development? What rezoning is the developer asking for? When studying the EIS for Wood Trails and Montevello, you haven't even included this impact on the traffic. With the addition of these households, will the net effect be, say, 3 TIMES the current households?

I know this sheet is for commenting on the Wood Trails and Montevello EIS. However, there are so many other developments going on that deeply affect the traffic, I certainly hope your job is to take all of them into consideration. To reiterate, my areas of concern are: 1) the doubling of households off 156th and the traffic; 2) the Woodinville-Duvall Rd and 156th intersection; 3) the addition of hundreds of cars per day driving through to Costco; and 4) the development we expect east of the water tower.

I would appreciate a response to our concerns.

Sincerely,

Susan Lease

8024 242nd St SE

Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

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EXHIBIT 43
PAGE 122 OF 130

NOV 1 2004

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Dear Mr. Ray Sturtz,

please do not tear down our woods to make a road. My brothers, my sisters and I all play in the woods, when friends come over we play capture the flag in the woods.

Our woods are so important to us, these woods are the homes of many varieties of animals. The animals would no longer have a safe home.

If you tear down our woods my family and our pets are at risk. While we are playing a game a car could shoot on by and we could get hit or our dogs could get hit. This road would be right next to our house, a very busy road not 20 ft away from a house containing an 11 yr old, an 8 yr old, a 3 yr old, and a 1 yr old.

The whole reason we moved to Woodinville is so that we could be safer, have more land and several other things this road would be taking from us.

Please do not make us move away from my wonderful home. By having this road put in we would be unsafe.

All I did this summer was play in the woods with my family and friends. I love these woods and I love my home please do not take them away from me.

your friend,
Haley

19131 148th ave
Woodinville, Wa 98072

p.s. this is my home address please
don't let it change.

EXHIBIT 43
PAGE 23 OF 27A

Fred Green

RECEIVED

From: Jack Riggs [j.riggs@comcast.net]
Sent: Monday, November 01, 2004 1:01 PM NOV 1 2004
To: rays@ci.woodinville.wa.us
Cc: Fred Green
Subject: Comment on Scope of EIS for Wood Trails

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Ray Sturtz, Planning Director, SEPA Official
Planning Department, City of Woodinville
17301 133rd Ave NE
Woodinville WA 98072

RE: Comment on Scope of EIS for Wood Trails

Dear Mr. Sturtz,

We strongly oppose a zoning change from R1 to R4 for Wood Trails. The negative impact to the environment is of great concern.

Homes built as densely as in this proposed development will erode this very steep and wooded area. Gone would be the wooded buffer against noise & pollution for the long existent Wellington neighborhoods. What about the various wildlife that are known to inhabit that area?

The streets that are planned as access to Wood Trails are not wide streets and the edges of the paving are already crumbling just with the local traffic we now have. There are **no** sidewalks or street lights! Safety is of great importance, as there are many school age children in these neighborhoods.

If there is a zoning change the potential for additional rezones "all around us" would also greatly impact the quality of life in this area. Would that mean the R1 properties on which we now reside could eventually be considered for rezone ??

We are counting on the City of Woodinville to have the EIS conducted by an unbiased group whose responsibility is to the "City" and not the developers. Thank you.

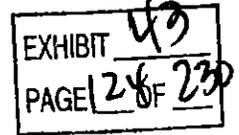
Sincerely,

Jack & Clarice Riggs
14952 NE 202nd St
Woodinville WA 98072

cc: Concerned Neighbors of Wellington

Dick Fredlund

From: Janet R. Littlefield [jrlittlefield@msn.com]
Sent: Sunday, January 16, 2005 9:21 PM
To: Ray Sturtz
Cc: Dick Fredlund; Fred@GreenFinancial.com
Subject: Montevallo Project (PPA2004-093/ZMA2004-094)



Dear Mr. Sturtz:

Please add my name to the list of persons who are concerned about the Montevallo development proposed by Phoenix Development, Inc./Loree Quade. I wish to preserve my rights to appeal the decision by becoming a "party of record" through this notification to you.

My primary concern is the adverse impact of the additional traffic on 156th Avenue NE/75th Avenue SE. These streets are already overburdened by drivers who are attempting to avoid SR-9, a situation that will only worsen with the building and operation of Costco and the building of the proposed Brightwater wastewater treatment plant. Recently, the City of Woodinville posted a sign on 156th Avenue NE (near the intersection of Woodinville-Duvall Road) which reads "Thru Traffic Only." This is evidence that the City of Woodinville is already aware of the traffic problem which exists on the street.

I urge you to reject the request to rezone from R-1 to R-4. The surface streets are simply not capable of accommodating the increased traffic volume, and it would be grossly unfair to ask the surrounding homeowners to bear any of the burdens proposed by the Montevallo development. Please remember that there are many children walking to bus stops, waiting for buses, riding bicycles and walking along a street where residents are already concerned about speeding drivers.

Additionally, I ask you to work with Snohomish County to reduce the amount of through traffic on 156th Avenue NE/75th Avenue SE, specifically the traffic which uses 240th Street SE (the Wellington Hills Golf Course road) as a means of bypassing SR-9. A simple solution would be to prohibit left turns from 240th Street SE onto SR-9. (This would eliminate the Costco traffic.) More complex solutions include the widening of SR-9 and the addition of an onramp to 522 eastbound at NE 195th Street. In fairness to the citizens of Woodinville, these solutions should be funded by Costco, Brightwater and any other proposed developers of the properties along SR-9. In any case, the City of Woodinville has a responsibility to shift traffic from 156th Avenue NE to SR-9 where it belongs.

Thank you for your attention to this matter. I welcome the opportunity to discuss this with you further.

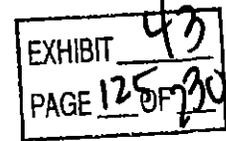
Sincerely,

Janet R. Littlefield
 23527 - 82nd Avenue SE
 Woodinville, WA 98072
 (425) 486-0903

Cc: Dick Fredlund, Planning Department, City of Woodinville
 Fred Green, President, Concerned Neighbors of Wellington

01/18/2005

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133RD Ave. N.E.
Woodinville, WA 98072



Re: Comments on Montevallo

Dear Mr. Shultz,

This letter is to voice my opposition against this development for the following reasons:

- It is not in character with the existing neighborhood. The current neighborhood is composed of large lots and this development is proposing very high density and a lesser value home. This increases the amount of services required and reduces the value of existing home.
- This high density development greatly increases traffic volume on a two lane road that was never intended for this use. This road, 156th N.E., is already going to be greatly impacted by the opening of a new Costco store. Customers of this store will soon begin using this road as short cut between the store and the Woodinville Duval Road. There are no sidewalks on this street, 156th N.E., and many driveways connect directly to this street. This is an accident waiting to happen. Also, a lot of big trucks use this road to avoid traffic on Woodinville/Duval Road. This is also a very popular bike route to cyclists which makes it even more dangerous as traffic increases.
- We do not need sewers and do not want them.
- When we voted to make Woodinville a City we were told that our neighborhood and City environment would remain the same. Frankly, the last couple of years have been very irritating as the City has not lived up to many of those promises.
- Please do not make our future neighborhoods temporary profit centers for developers who could care less what happens to existing neighborhoods.
- Keep the zoning as. There is no reason why homes can't be built on larger lots to fit in with the existing areas. We moved here because that is what we desired and we should not be forced to give it up.

Sincerely,

Peter Symington
15410 N.E. 1989th St.
Woodinville, WA 98072

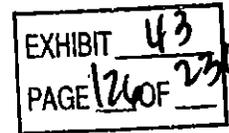
Cc: Concerned Neighbors of Wellington

Concerned Neighbors of Wellington

"Dedicated to Preserving the Character of the Wellington Neighborhood"

RECEIVED

January 17, 2005



JAN 18 2005

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Mr. Ray Sturtz, Planning Director
Mr. Dick Fredlund, Planner
City of Woodinville
17301 - 133rd Ave NE
Woodinville, WA 98072

Subject: Comments on the Application for the Proposed ~~Montevallo Development~~

This letter provides comments submitted on behalf of the Concerned Neighbors of Wellington (CNW) regarding the application for the proposed Montevallo residential development. CNW consists of a group of over 150 Woodinville residents and property owners living in the northeast area of the City of Woodinville commonly known as the Wellington neighborhood.

A Notice of Application dated December 20, 2004 notes that the proposed development will consist of a 16.5-acre subdivision consisting of 66 residential lots, and that the applicant has also proposed a rezone change from R-1 to R-4. We obtained copies of portions of the Montevallo application and conducted a review of the available documents and studies.

A summary of the most significant "big-picture" issues and concerns the City should note and respond to regarding the proposed Montevallo development are listed below:

- The proposed Montevallo and Wood Trails projects create the precedent of allowing for R-4 (or greater) residential development in the entire Wellington/Leota residential neighborhood currently zoned as R-1. The rezone requests submitted by the applicant present a wide range of long-term planning and design issues which extend beyond the specific aspects of the proposed developments. A thorough analysis of the rezone request for both the Montevallo and Wood Trails developments with respect to direct and indirect cumulative impacts should be completed before the City evaluates the specific details of each of the plats.
- The cumulative direct and indirect impacts of the two proposed developments combined is of utmost importance. The developments adversely impact the overall neighborhood characteristics, the current and future land use in this area, long-term traffic issues, and will require unfunded improvements to the supporting infrastructure.
- Perhaps the most critical transportation/traffic issue is creating a plan for the 156th Ave NE corridor and associated roadway network consistent with the future "built-out" density of the area. The traffic impact of a broad area of higher

residential densities on adjacent streets and intersections should be considered. If increased density (R-4+) is assumed, then appropriate and necessary improvements to the roadway network need to be planned for, and appropriate funding needs to be secured as development occurs.

- This type of residential development is not compatible with the existing Wellington neighborhood from any perspective at all, nor is it compatible with the City's Comprehensive Plan. The developer's plan to use density credits to effectively produce 6 to 8 houses per developed acre will create an unacceptable juxtaposition of land use in the surrounding neighborhood.
- We strongly recommend that the City develop a Wellington/Leota neighborhood subarea plan to evaluate all of the cumulative long-term impacts that will result from setting this precedent for higher-density development. This neighborhood subarea plan should be completed prior to approving any rezoning request of this nature.
- Many of the issues and concerns raised in our previous comments to the City have not been addressed or responded to by the applicant. This lack of response is based on our review of the most recent documents prepared for the Montevallo application and informal discussions with City personnel. We are extremely concerned about the apparent "laissez-faire" attitude the City seems to have when addressing (or not addressing) with the applicant the critical issues and concerns that we continue to bring to your attention.

Background

Sometime during late summer and early fall of 2004, the City and the applicant, Phoenix Development, agreed to prepare a single EIS for (1) the proposed Montevallo development, (2) the 66-lot plat identified as the Wood Trails residential development, and (3) an 11.8-acre parcel located north and adjacent to the Wood Trails development site. The City produced a Determination of Significance (DS) Notice dated October 11, 2004, that summarized the preliminary requirements for the EIS, and requested comments on the scope of the EIS. CNW actively participated in this public comment process for the EIS scoping. We presented our concerns regarding the scope and preparation of the EIS at the public scoping meeting, and submitted a lengthy letter summarizing our comments on the EIS scope.

The application for the Montevallo development had not been submitted to the City at the time the EIS public scoping comment period ended. However, our EIS scoping comment letter did provide comments regarding the multiple environmental issues and EIS scope items for the Montevallo development based on some available preliminary site plans. Although the application documents we recently reviewed provide some additional information, all of the comments we provided previously during the EIS scoping period remain applicable to the Montevallo development.

This comment letter reiterates some of the SEPA elements and issues we previously brought to your attention in our EIS scoping comment letter. We trust that the City and the City's EIS consultant will revisit these previously identified SEPA elements in light

of the additional details the applicant recently provided for the Montevallo development. If needed, the scope of the combined EIS for the Montevallo and Wood Trails developments should be adjusted to address issues that can now be identified more clearly given the information Phoenix Development has provided with the Montevallo application. This comment letter identifies many of these issues.

For organizational purposes, we have grouped our comments under the following general headings: (1) impacts and issues associated with existing neighborhood land use and characteristics; (2) transportation-related impacts and issues; (3) other environmental issues; (4) future area-wide planning issues; and (5) some additional comments concerning the rezoning request, and other statements included in the application documents.

1. Existing Neighborhood Characteristics and Land Use

The relatively high density and urban character of the Montevallo site as currently proposed is incompatible with existing and future land use in the neighborhood, and will result in a number of significant adverse impacts in the Wellington area. The applicant has purchased and/or obtained options for several individual parcels, and by using a combination of clustering and transfer of density credits, is proposing to develop the site at an overall physical density of about R-5. However, the relatively small lots shown in the proposed layout results in actual in-place densities ranging from about R-6 to R-8 in the developed portion of the site. It is our opinion that the concept of using credits to produce effectively 6 to 8 houses per developed acre is unacceptable with respect to land use in the surrounding neighborhood, and is not compatible with the intent of the low-density residential zoning classification that currently applies to this area according to the City's Comprehensive Plan.

As stated in our previous letters, this type of residential development is not compatible with the existing Wellington neighborhood from any perspective at all. The proposed Montevallo development would be isolated from other similar moderate-density developments located elsewhere in the City. There is no area within about two miles of the proposed development that consists of residential lots as small as 5500 square feet. The smallest existing lots in the Wellington area are typically on the order of about ½-acre, with many of the lots significantly greater than ½-acre. The proposed development does not, in any aspect, complement the existing development pattern of the adjacent and nearby residential neighborhoods.

The clustered effect of lots in the Montevallo development would physically look like R-6 to R-8 residential housing, and would visually and aesthetically conflict with the existing neighborhood character. The lots are arranged like "row-housing" throughout the development. Existing adjacent property owners will be directly abutting or viewing about 3 to 4 of the Montevallo homes. There is no visual buffer proposed to maintain the level of visual privacy that exists throughout the Wellington neighborhood.

The relatively high-density and urban character of the Montevallo development contrasts sharply with the existing R-1 rural residential character. The existing residential area is

characterized by larger setbacks and separation of homes; larger yards with lawns, trees, and natural vegetation; and paved streets with gravel shoulders and no sidewalks. The proposed Montevallo development is characterized by minimum setbacks and separation of homes; small yards with minimal landscaping; and paved streets with curbs, gutters, and sidewalks.

The City's Comprehensive Plan provides a number of Policies and Goals to protect and preserve existing neighborhoods. Although there are numerous Policies and Goals that are applicable to the proposed development, the following abbreviated list includes some of the more all-encompassing ones that should be used to ensure consistency with the Comprehensive Plan when evaluating the proposed Montevallo development.

- LU-1.1 Preserve the character of the existing neighborhoods while accommodating projected growth over the next 20 years
- LU-1.2 Encourage future development in areas....(2)...and where such development will enhance the area's appearance.
- LU-3.1 Encourage development that complements the existing residential development patterns in Woodinville's neighborhoods
- LU-3.2 Preserve the existing natural environment of the neighborhoods
- CD-1 Promote visually cohesive community design
- CD-3 Promote quality design that preserves and enhances the character of various neighborhoods

It should be noted that the applicants rezone analysis either completely disregards some of these applicable policies and goals, or presents misleading arguments for why the proposal meets some of these criteria.

The applicant suggests in the Montevallo application documents that sanitary sewer and drinking water can be supplied to the area, and that therefore development to R-4 (or is it R-5+ ?) should be allowed. Technically, sanitary sewers and drinking water can be supplied anywhere at a cost. It is not meaningful to suggest that because a project component can be technically achieved that the entire project serves the best public interest. However, the extension of sanitary sewer service eastward from this development will likely result in higher density redevelopment nearby, and the cumulative effects and impacts of this increased density need to be identified as a part of this project.

2. Transportation Issues

Perhaps the most critical transportation/traffic issue (related to permitting this project and Wood Trails) is having a plan for the 156th Ave NE corridor and roadway network that is consistent with the future "built-out" density of this area. The traffic impact of a broad area of higher residential densities on adjacent streets and intersections should be

considered, including 156th Ave NE, Woodinville-Duvall Rd, and Wellington Hills Golf Course Rd. If increased density (R-4+) is assumed, then appropriate and necessary improvements to the roadway network need to be planned for, and appropriate funding needs to be secured as development occurs. Unfortunately there is no plan, and approving these high-density developments without such a plan will result in community chaos and costly retrofitting of necessary improvements after the fact. If low-density (R-1) development similar to existing land use is assumed, then the community is more likely to support and endorse development and funding of necessary infrastructure improvements. Therefore the only responsible and reasonable response to the Montevallo (and Wood Trails) developments is to prepare a transportation plan, complete with a funding and implementation strategy, that is endorsed by the community, or alternatively, do not allow for land uses greater than R-1 residential density.

We are also very disappointed that many of the issues and concerns raised in our previous comments to the City have not been addressed or responded to by the applicant (or the applicant's consultant) in the most recent documents prepared for the Montevallo application. It appears that our previous comments on their transportation/traffic analysis were just ignored, as many of the same erroneous statements, omissions, and unfounded assumptions are included in the Montevallo traffic analysis.

If 66 residences were to replace the existing 5 structures on the Montevallo site, the effect on local traffic would be tremendous. The applicant estimates that there would be an increase of about 584 vehicle trips per day. This traffic would be routed along 156th Avenue Northeast. There would also be a tremendous increase in traffic to local schools along residential streets.

The City's Comprehensive Plan Goal T-2 includes multiple policies that the Montevallo application does not address. For example, it is very disconcerting that the applicant would propose a plan to add significant traffic to the area, but offer no road improvements to affected areas.

The current site plan shows minimal street widths with very limited or no on-street parking, which is not realistic considering the small lot sizes. The applicant has developed a plan which will require variances for narrower street widths and easements for the obvious purpose of maximizing the number of buildable lots. It is our opinion that there is no obvious over-riding reason why the developer should be granted variances from the standard street sections adopted by the City for residential developments of similar densities. The application documents state that there will be at least 2 parking spaces per lot. It appears that these spaces consist of each individual's private driveway and/or garage, as the site layout combined with narrow "non-standard" street widths would allow very few places for safe on-street parking to occur. There appears to be no plan for accommodating any additional cars beyond the 2 cars assumed to be parked on each owner's private driveway.

The following comments are specific to our review of the *Transportation Impact Analysis Montevallo Residential Plat* dated November 2004 and prepared by The Transpo Group.

Roadway Network

The existing roadway characteristics described are incomplete and vague, and in some cases incorrect.

1. 156th Ave NE – Since the development has frontage on this roadway it is critical to provide an accurate representation. This is classified as a Minor Arterial in the City Street Standards – not a Collector as noted. Furthermore the standard for a Minor Arterial – as noted in Detail 107A-2 – is 3 lanes with bike lanes, planter strip and sidewalk. This standard requires additional right-of-way width – and therefore appropriate frontage needs to be dedicated to the City and frontage improvements provided with the development. Will fronting residential lots be accessed via 156th? What is Snohomish County’s classification for the roadway?
2. 156th Ave NE – This is a key north-south corridor and link between the northeast area of King County and Snohomish County. It is a parallel route to SR 522 and SR 9. It provides a connection to the Wellington Hills Golf Course road, which is serving as access to the new Costco site, SR 522 and SR 9. Furthermore, the golf course site is being re-zoned as an “industrial campus” which is likely to result in development that generates a significant increase in traffic volume on 156th Ave NE. This must be included and addressed in the study.
3. 156th Ave NE – The make-up of the existing roadway is not adequately described. The roadway cross section includes deficiencies such as 10 ft lanes; 0-1 ft shoulder northbound; roadside ditch with steep side-slope; steep sag curve in the vicinity of NE 192nd; short crest curve with sight distance constraints at south end approaching Woodinville-Duvall Rd; a regional bike route used frequently by major/regional bicycling events involving hundreds of riders. The physical makeup of the roadway, along with its functional use should be revised to include these and other key elements that affect traffic safety and operations.
4. NE 203rd, 195th, 198th, 201st, 202nd Streets – The character of these residential roadways needs to be accurately and completely described. The intersection sight distance deficiencies should be noted for each of these side street approaches. How is NE 195th east of 156th classified a collector roadway when it is a dead end? How will the “offset” intersection with 202nd EB and WB work with increased volumes/fewer gaps on 156th? (specifically - opposing left-turns from 156th onto the side streets that occur simultaneously will result in a head-on collision)

Study Intersections

The signalized intersection at Mack’s Corner/Woodinville Duvall Road should be studied. This is the only route to the schools, which is a major destination for a residential community.

Existing Traffic Volumes

1. Provide more information about traffic counts. How do they compare with previous years? Were June 2004 counts collected after school was out for summer? If so, this would result in lower volumes.
2. Other existing traffic operations and safety issues are not provided and addressed. Left-turn storage pocket lengths at W-D Rd; lack of any street grid in this area; lighting; crosswalks; bike paths; street deficiencies; structural integrity of roadway.
3. A quick review of Figure 3 volumes in box 5 and 6 suggests that there are 1515 EB vehicles (1005+510) at W-D Rd/NE N. Wood Way (6) and only 1385 EB vehicles approaching 156th Ave NE (5). This suggests that 130 vehicles (approx. 10%) have a destination within this segment, which does not seem correct. Please review and confirm.

Non-motorized and Transit Facilities

1. Reference to facilities at Woodinville-Duvall Rd/Woodinville Way and Wood-Sno Rd are not at all applicable to impacts caused by this development – nor used by local residents.
2. The City's CIP has/had two non-motorized projects identified – one on NE 195th Street and one connecting the North Industrial to this area. Please include and address them.
3. No mention of the two schools; walking routes to schools/ bus stops are included.

Future Baseline Conditions

Planned Improvements – Why are these CIP projects being studied? Is the purpose to collect developer mitigation funds for them?

Future Traffic Volumes

1. What is the basis for the 2.5% annual growth? Assume this is growth in traffic volume along this corridor? Please provide more backup and documentation of how this was determined. Provide some historical data showing how volumes have increased along 156th and Wood-Duvall Rd.
2. No mention of recent developments. Recent developments (Costco, Street of Dreams, Wood Trails, Montevallo, Pre-school, Sno-County, etc.) could increase volumes by a minimum of 30% over the next couple of years.
3. The sole focus of the traffic study is on level-of-service. The study needs to study all the traffic related impacts (operations, safety, non-motorized, left-turn storage capacity, etc)

Project Impacts

Table 3 – Project Trip Generation. Conclusion worth further review is that only one-half (34) of the Montevallo resident's travel outbound in the AM peak hour. This is not reasonable.

Trip Distribution and Assignment

1. As mentioned in previous comments to the City, the trip distributions do not make any sense to those of us who live and travel in this area. This is obviously an assumption to make the traffic model balance trips and perhaps to route trips away from the intersection of Wood-Duvall Rd/156th Ave NE. The trip distributions do not reflect the constrained (multiple dead-ends with only one outlet) street network in the Wellington area, and the distribution of trips to the Golf Course Road are not consistent with actual travel patterns. This needs to be reviewed and corrected.
2. The report states the following: "...reflects future travel patterns based on roadway improvements and development projected in the City's land use model...". What roadway improvements? There are none in the 6 yr. CIP as noted in the report. What development does the City's land use model assume that would result/require 60% of the trips travel northbound? To what destination? Montevallo residents will be traveling southbound on 156th to downtown Woodinville or to SR 522 – just like all the rest of us. This is a very critical assumption that was made for both Wood Trails and Montevallo that has significant impact to the intersection at 156th and Wood-Duvall Rd. Please review, correct and revise the analysis.

3. Environmental Issues

Many of the issues noted below have previously been identified in our comments for the EIS scoping for the Montevallo and Wood Trails developments. However, given that the City has decided to only inform us as to the general scope of the EIS, we are restating or expanding on some of the key issues regarding specific impacts posed by the Montevallo development.

1. Stormwater Control, Conveyance, Treatment and Discharge: The applicant should complete a thorough analysis of (1) the existing and developed surface water conditions, and (2) the proposed stormwater runoff collection system. The significant increase in impervious surfaces at the sites will result in significant increases in stormwater runoff. Although the development includes provisions for stormwater detention ponds, there is additional pollution loading and loss of permeable surface from this and every development. According to the *Preliminary Technical Information Report*, almost all of the resulting stormwater runoff will be tightlined to bypass the onsite wetland for eventual discharge to an existing series of downstream culvert and ditches located on adjacent properties. Impacts to wetland hydrology and downgradient properties caused by changes to runoff volumes and rates, and associated fluctuations in the water table, should be evaluated. Impacts to soil erosion, base groundwater flow, surface water flows and sediment transport downstream of the site should be analyzed.
2. Groundwater Recharge: The existing relatively undeveloped nature of the site provides a significant amount of groundwater recharge. A thorough analysis of

groundwater recharge, including a water balance analysis comparing the existing and developed conditions, should be completed to evaluate hydrologic impacts. Changes in groundwater recharge would impact the onsite wetland, intermittent or perennial discharge to on-site and off-site tributary drainages, and base flow for Little Bear Creek.

3. Open Space and Preservation and Enhancement of Vegetation: While the inclusion of the 3.4 acres of Native Growth Protection Area (NGPA), consisting primarily of the wetland and associated buffer, is commendable, there is no inclusion of any planting buffer along 156th Avenue NE. When one drives along 156th, one notes trees and native vegetation along the entire roadway. The applicant must include a plan for new plantings along this roadway. Buffers between the existing neighboring residences and the new development should also be considered. The existing plan does not include a "usable" recreational area or active park space.
4. Wildlife and Wildlife Habitat: Numerous sitings of listed species, including endangered or threatened bird species, have been noted by nearby residents at the site and in the immediate vicinity. Wildlife species other than those described in the SEPA checklist exist and have been observed recently by nearby residents. Yet the applicant claims that there are no known threatened or endangered species at the site, and in fact uses identical wording as that used in the Wood Trails SEPA checklist. These statements included in the SEPA checklist appear to be unsupported, as the applicant does not describe the details of the field survey and the qualifications of the staff conducting the survey before reaching this conclusion. A detailed investigation and analysis of threatened or endangered species and existing wildlife habitat should be completed by a qualified wildlife biologist for the purpose of completing the impact analyses.
5. Air Quality: If the applicant were to build in the summer, daily dust suppression is necessary. If the work were to occur in the rainy months, daily street sweeping must be performed.
6. Environmental Health: The applicant claims that it is unlikely that environmental health hazards will be encountered. Because demolition of existing structures is planned, the applicant should plan on asbestos surveys and underground fuel tank investigations of the properties to be demolished
7. Noise: The applicant states that there will be a minor increase in noise during construction, and that the noise will be controlled by working within normal business hours. The applicant should include and describe other noise control measures. Noise impacts related to construction activities at the sites should also be included in the analysis. Any roadway improvements along 156th Ave NE should be evaluated with respect to mitigating any resulting increased traffic noise for nearby properties that front this road.

4. Area-Wide Planning Issues

As stated in our previous comment letter to the City, proposed development of the Montevallo and Wood Trails sites would likely initiate a trend to develop or redevelop other parcels in the Wellington and Leota neighborhoods at greater densities than currently exist, or planned for in the Woodinville Comprehensive Plan. The extension of the sanitary sewer service eastward from the two proposed developments will likely result in higher-density redevelopment requests throughout the Wellington and Leota neighborhoods. A thorough analysis of the rezone request for both the Montevallo and Wood Trails developments with respect to direct and indirect cumulative impacts should be completed before the City evaluates the specific details of each of the plats.

The proposed projects create the precedent of allowing for R-4 (or greater) residential development in the entire Wellington/Leota residential neighborhood currently zoned as R-1. Changes that would be needed in the City's Comprehensive Plan and CIP should be identified. By allowing development in this area at actual densities of R-4 and greater, the overloaded infrastructure currently supporting the Wellington/Leota area, such as arterial roads, would need significant improvements. However, funding for infrastructure improvements of this magnitude has not, to our knowledge, been identified or secured.

The City should coordinate with other agencies, municipalities and public entities that might be effected directly or indirectly from the proposed developments. This includes Snohomish County's long-term plans for developing the area immediately north of Montevallo and associated transportation analysis and proposed, or lack of, improvements to the existing roadway system. Specific concerns include: (1) the significant increase in traffic heading north on 156th Ave NE to use the Golf Course Road to access the new Costco store; (2) the wide range of future commercial, industrial or residential development that has been discussed for the Wellington Golf Course and adjacent properties, and (3) continued residential or commercial development north of the County line towards Bostian Road and the Maltby area that will result in increased traffic along 156 Ave NE.

The rezone requests submitted by the applicant present a wide range of long-term planning and design issues which extend beyond the specific aspects of the Wood Trails and Montevallo residential development sites.

As stated in our previous correspondence and discussions with the City, we strongly recommend that the City develops a Wellington/Leota neighborhood plan that evaluates all of the short-term and long-term planning issues anticipated to be of importance for this area and the immediate vicinity. The neighborhood plan should include: (1) an assessment of current infrastructure deficiencies such as arterial roads; (2) an evaluation of additional long-term impacts posed by likely future development scenarios; and (3) identification of realistic mitigation measures and funding sources. This type of subarea plan would allow the City to evaluate the impacts posed by developments such as Wood Trails and Montevallo within the context of overall planning considerations. The neighborhood subarea plan should be undertaken and completed

before the City decides on whether or not to approve the Wood Trails and Montevallo residential developments and the associated rezoning request(s).

We are extremely dismayed that the City has conveyed to us that it is highly unlikely that the City will complete, or maybe even begin, such a neighborhood plan or any other area-wide planning effort before completing the approval process for the proposed developments. This seems to directly contradict some of the City's public documents describing the usefulness of master plan and subarea plans to "help guide community development and achieve a more detailed community vision and strategy". We strongly believe that a Wellington/Leota neighborhood or subarea plan, that includes a plan for traffic along the 156th Ave NE corridor and roadway network, is needed before any development proposals or rezoning requests beyond the existing R-1 residential land uses proceed through the City's review and approval process.

5. Other Comments Concerning Rezoning Analysis and Application Documents

1. As would be expected given the applicant's apparent motives and methods, the rezone analysis presents a very biased interpretation of only those portions of the Comprehensive Plan that support the argument for the higher density and planned layout of the Montevallo project site. The applicant has purposefully selected key words or phrases in the various requirements that appear to support the rezoning request needed for the proposed development plan, while de-emphasizing or completely ignoring other criteria that are required by Woodinville to be evaluated as part of the rezoning request. The rezone analysis does not present a comprehensive analysis of how the proposal meets the various criteria and standards already in-place, and the City should immediately disregard the proposal until a more thorough and objective analysis is completed. Similar to preparation of the EIS, the costs for such an analysis should not be a concern for the City, as they should be borne by the applicant. Again, the precedent resulting from approving the rezone request is of tremendous importance to the future of the Wellington/Leota neighborhoods, and any rezoning decisions should be based on a more comprehensive and objective analysis that serves more than just the developer's interests.
2. Why is the applicant requesting a transfer of density credits from the Wood Trails site? If the rezoning request is granted, it appears that the project would be allowed to develop 66 lots on the 16 acres without any additional transfer of density credits.
3. What exactly are the changed conditions that the applicant suggests necessitate a change from the current R-1 zoning? The R-1 zoning has been in effect since the City's initial Comprehensive Plan. The Woodville Municipal Code states that the R-1 zoning is appropriate "on or adjacent to lands with area-wide environmental constraints, or in well-established subdivisions of the same density". If the issue concerns the extension of the sanitary sewer service, access for providing sanitary sewer from the western industrial area has always been available. Although there are associated costs with extending the sewer east from the industrial area, this

does not appear to be a changed condition with respect to the request for the change in zoning.

4. It appears that the proposed Montevallo development is contingent on the sewer line being extended from the proposed Wood Trails development. Is the City essentially viewing these two proposed developments as one combined project? Would the Montevallo approval process continue if the Wood Trails rezone is denied or the application does not proceed to the developer's liking?
5. The Montevallo rezone request would result in an isolated "spot" zone surrounded by R-1 residential zoning. As stated previously, this is not only incompatible with existing land use and planning considerations, but if approved as requested, it sets a precedent for other "spot" rezone requests throughout the existing residential area.
6. There are many statements in the SEPA checklist which we believe are incorrect. Many of the required elements have been inadequately addressed. The EIS will hopefully correct these errors and present a thorough analysis of all identified environmental elements and planning issues.
7. The applicant erroneously characterizes the project as having a "slight increase" in the need for police and fire protection and school enrollment. In fact, there will be significantly higher increases in the need for these services, especially when considered cumulatively with the Wood Trails development and other future developments that will likely follow the precedent set by these two projects.
8. The applicant provides a very convoluted "para-legal" discussion in their rezone analysis that implies that the City of Woodinville is essentially required to grant the re-zoning. The Growth Management Act allows all municipalities the flexibility to locate growth where the governing body sees fit. Agreeing to the applicant's argument that the City must develop an area to the density the developer proposes is to take the decision-making authority away from the City and place it in the hands of the private developers. It is our opinion that this is not the intent of the Growth Management Act.
9. The applicant obviously spent minimal effort in preparing several key documents for the Montevallo application. Many portions of the Project Description / Rezone Request Report and the SEPA checklist were obviously copied directly from the Wood Trails application. Typos, headings, and inapplicable text copied from other documents to the Montevallo documents indicate a lack of effort and diligence by the applicant. Some of the erroneous statements we identified in our previous comments continue to be included. An example includes the incorrect statement in the SEPA checklist that public transit is available along 156th Avenue NE. The only buses that use 156th are school buses, and the Transpo report even states that there is no public transportation available. We are extremely concerned that the appropriate level of review is not being completed, and that we, the general public, will need to continue to point these out to the City before decisions are made on erroneous statements.

Closure

We trust that the City will review and evaluate our comments with the thoroughness and diligence that we feel is warranted for this project. The Montevallo and Wood Trails projects, if approved as currently proposed, will be significantly detrimental to the existing characteristics of our neighborhood, will undoubtedly result in long-term infrastructure problems, and will eventually lower the quality of life enjoyed and supported by the City's current residents. We have received very limited feedback from the City to-date, and we would welcome the opportunity to have a more open dialogue with the City to discuss these significant long-term planning issues as soon as possible.

Please notify us of any developments or changes in the status of the EIS or the project applications. We are re-submitting a copy of our July 2004 letter that lists primary contact information for the CNW. Thanks for your assistance and cooperation thus far in the process.

Sincerely,

Concerned Neighbors of Wellington

Dear Ms. Frisk,

Thank you for your letter concerning the Montevallo Development proposal. Your comments will be forwarded to the Hearing Examiner for consideration. You have been added as a party of record and will be notified of the public hearing once the date is set.

Sincerely,

Ray Sturtz, Planning Director
Community Development

Ray Sturtz, Community Development Director
17301 133 Avenue NE
Woodinville, WA. 98072
phone: 425-489-2757 ext. 2281
fax: 425-489-2756

-----Original Message-----

From: dfrisk@comcast.net [mailto:dfrisk@comcast.net]
Sent: Monday, January 17, 2005 7:24 AM
To: Ray Sturtz
Cc: Dick Fredlund; Fred@GreenFinancial.com
Subject: Montevallo Project (PPA2004-093/ZMA2004-094)

Dear Mr. Sturtz:

Please add my name to the list of persons who are concerned about the Montevallo development proposed by Phoenix Development, Inc./Loree Quade. I wish to preserve my rights to appeal the decision by becoming a "party of record" through this notification to you.

My concern is the adverse impact of the additional traffic on 156th Avenue NE/75th Avenue SE. These streets are already overburdened by drivers who are attempting to avoid SR-9, a situation that will only worsen with the building and operation of Costco.

Before purchasing my house two years ago, I researched the area around the house and found that there was the possibility of the land across from my house (e.g., Montevallo project) being developed. I was told this was zoned R-1 and that it would more than likely not change because of the lack of sewers on 156th. With this information, I decided to proceed with my purchase since I was not interested in a large housing development going in across the street. Now, it looks like this may change. This change from R-1 to R-4 not only causes additional traffic that I don't think the road can handle, but also affects my home life. The road that will be used by these new residents will be facing

directly into my house and I'll have a huge increase in the amount of traffic noise and headlights directed into the windows at the front of my house. It is very different situation to have 66 houses (where residents usually have at least two cars) versus 16 houses.

In addition, if this proposal is approved, if there is any road improvement and/or turn lanes installed to assist with the flow of the traffic, my expectation would be that this should be done on the West side of the street, where the new development is being proposed and should be at the sole expense/inconvenience of the developers.

I urge you to reject the request to rezone from R-1 to R-4. The surface streets are simply not capable of accommodating the increased traffic volume, and it would be grossly unfair to ask the surrounding homeowners to bear any of the burdens proposed by the Montevallo development. Please remember that there are many children walking to bus stops, waiting for buses, riding bicycles and walking along a street where residents are already concerned about speeding drivers.

Additionally, I ask you to work with Snohomish County to reduce the amount of through traffic on 156th Avenue NE/75th Avenue SE, specifically the traffic which uses 240th Street SE (the Wellington Hills Golf Course road) as a means of bypassing SR-9. A simple solution would be to prohibit left turns from 240th Street SE onto SR-9. (This would eliminate the Costco traffic.) More complex solutions include the widening of SR-9 and the addition of an onramp to 522 eastbound at NE 195th Street. In fairness to the citizens of Woodinville, these solutions should be funded by Costco, Brightwater and any other proposed developers of the properties along SR-9. In any case, the City of Woodinville has a responsibility to shift traffic from 156th Avenue NE to SR-9 where it belongs.

Thank you for your attention to this matter. I welcome the opportunity to discuss this with you further.

Donna L. Frisk
20340 156th Ave NE
Woodinville, WA 98072
(425) 485-6664

January 18, 2005
Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA. 98072
RE: Comment on Montevallo

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RECEIVED

JAN 18 2005

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Dear Mr. Sturtz,

The future of the City of Woodinville and the neighborhood I have lived in and enjoyed for thirty years is in your hands! You have received a request for rezoning the current land use in our area to a dense residential development called Montevallo effectively changing our quiet, safe, suburban neighborhood forever! I'm confident that you take your responsibility seriously and will listen carefully to what I and the other residents in this area are saying.

Although I'm not an expert in Environmental Impact areas, I am a life long resident of Washington state who loves the natural gifts and beauty of our area. I have seen so many negative changes over the last fifty years due to increased density, non imaginative planning and unmanaged growth, covering so much of the ground that nothing soaks in, and high traffic volume! Although, I know that I must accept some change and growth in Woodinville, and Washington state, I want that change to be managed in such a way that the quality of our air, water, soil, and natural assests of plant and wild animal life are not destroyed or compromised.

I am against the rezone that would allow up to eight homes per acre actually or as a formula from "banking land unsuitable for building in one area to allow higher density in another area". The reasons I'm against changing the zoning at all are as follows:

-Increased traffic with related noise, air pollution, accidents, frustration with gridlock and increased commuting times. From what I observe in the Wellington area, each house with a two car garage has from two to four cars parked in the driveway. There may or may not be cars in the garages. Will the proposed new development have driveways big enough to house up to four or five cars per family, or will the streets be large enough to park that many extra cars? Be realistic about how much traffic and related safety issues each of these houses will add to our residential streets without sidewalks.

-Water? This is an issue both from a run-off situation as everything draining down hill will be collected in our salmon sensitive feeder stream system flowing into Lake Washington and Puget Sound. My property and home are directly west of the proposed Montevallo sight and I'm DOWNHILL How will run-off and drainage be handled? As important if not more so is the issue of how this increase in ground water will effect negatively our existing and functional septic systems if Montevallo is allowed. There is also the issue of potable water and the quantity, quality and water pressure available to existing residences and businesses if so many additional housing units are built.

-Trees-The benefit of mature trees to our neighborhood cannot be replaced by smaller ornamental plantings that could be put on lots of 5500 square feet when most of the earth is covered by a dwelling. Please consider the value of the wildlife that lives in and around our area now. I regularly see or hear deer, coyote, raccoon, opossum, rabbits, lizards, newts, owls, woodpeckers, and other birds. These animals can only live where there is an environment that provides them a home and food, free of fences. I believe that for humans to live happy and healthy lives, we need a connection with a healthy natural environment. Please check with the experts on all of these concerns and others presented by my neighbors.

When the question of whether to become a City or not was raised some years ago, I was told that one of the benefits was that we would have LOCAL REPRESENTATIVES who lived right here in our own neighborhoods listening to the residents and responding positively to our concerns. I hope this is true.

Yours truly,

Nancy Bacon

Nancy Bacon
14918 NE 204th St
Woodinville, WA. 98072
425.483.8068
tuckerandfun@comcast.net

Catherine Borghes

From: Ray Sturtz
Sent: Tuesday, January 18, 2005 6:13 PM
To: Dick Fredlund; Catherine Borghes
Subject: FW: Montevallo Public Comment From M. Bell

Sent
 email
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Dick & Catherine

I am going to forward you the emails, in addition to this one, on both the Wood Trails/Montevallo Subdivisions and the Morning Star School CUP. As you've done in the past, please develop a standard reply to each thanking them for taking the time to comment, their comments will past on to the Hearing Examiner for consideration and they will be notified of the public hearing once the date is set. Then add their name to the appropriate party of record list.

Thank you.

Ray

-----Original Message-----

From: Michael Bell [mailto:michaeltbell@comcast.net]
Sent: Tuesday, January 18, 2005 4:22 PM
To: Ray Sturtz
Cc: 'Fred Green'
Subject: Montevallo Public Comment From M. Bell

Sent by e-mail

January 18, 2005

Ray Sturtz
 Planning Director
 Planning Department
 City of Woodinville
 17301 133rd Ave NE
 Woodinville, WA 98072

RE: Comment on Montevallo Project

Dear Mr. Sturtz:

The comments and concerns I have regarding the proposed Montevallo Project are, with the exception of the steep gradients issue, the same that I and the Concerned Citizens of Wellington have previously expressed concerning the Wood Trails Project. In fact, while the City of Woodinville must view and evaluate them separately, in my mind, and I think others' as well, they are in such close proximity that they are one big development project, not two.

As such, this compounds my concerns for:

Traffic: Given the requested rezoning, from R-1 to R-4, I am quite concerned about the increase of traffic along this road. Currently, drivers routinely ignore the posted 35 mph speed limit and the average speed seems to be about 45. Adding the number of drivers and daily trips anticipated from these developments will exacerbate an already difficult situation at times—trying to exit from a side street onto 156th and merge into the traffic flow.

Additionally, school children—in my case a daughter—wait for their school buses on this road, and in the dark this time of year. I am already concerned enough about speeders and children waiting on the side of the road. The thought of adding all those extra drivers increases my nervousness for children's safety significantly.

Along with this is the increased traffic that will result from the Costco being built. Anyone traveling to Costco from points east of the 156th-Woodinville-Duval Road will traverse 156th and turn at 240th (the golf course road). It is the shortest route and human nature will drive people to go this way.

Ecology: As for wildlife, I have personally seen of bald eagles, pileated woodpeckers, deer, coyotes, rough-skinned newts and other species of fauna. I have pictures of many of these. With the project's proposed population density, many of these critters will be displaced, either physically or because they cannot abide by that much increased human cohabitation.

01/19/2005

Catherine Borghes

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From: Ray Sturtz
Sent: Tuesday, January 18, 2005 6:16 PM
To: Dick Fredlund; Catherine Borghes
Subject: FW: Montevallo

Ray Sturtz, Community Development Director
 17301 133 Avenue NE
 Woodinville, WA. 98072
 phone: 425-489-2757 ext. 2281
 fax: 425-489-2756

-----Original Message-----

From: Shani Parrott [mailto:shaniparrott@earthlink.net]
Sent: Monday, January 17, 2005 11:20 PM
To: Ray Sturtz
Cc: Fred Green
Subject: Montevallo

January 17, 2005

Ray Sturtz, Planning Director, SEPA Official
 Planning Department
 City of Woodinville
 17301 133rd Ave NE
 Woodinville, WA 98072
 Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Montevallo

Dear Mr. Sturtz,

Rezoning will result in an increased burden on the residents already here – greater student population in our schools, increased traffic on our two lane roads, and more noise and air pollution.

I bought in Wellington because it isn't suburbia. I wanted the trees and animals and privacy that space between homes offers. I love the peace and quiet and dark at night that you don't get living in a highly populated area; the smell of the trees in the morning mist. And I love the animals. As part of the natural storm water drainage, I have a seasonal pond in my back yard. I've seen Mallard and Wood Ducks, Mergansers, Pileated Woodpeckers, Red Tailed Hawks, Stellar Jays, Bullfrogs, lizards and skinks, chipmunks, squirrels, hares and wild rabbits, raccoons, coyotes, river otters, deer, and a slew of other yet to be identified birds and mammals. If high density housing is built, impacting the normal water drainage and increasing traffic, the way of life for these animals will change too.

It seems this rezoning would benefit the developers but negatively impacts all other human and animal residents already in the area. Rezoning would bring greater load on our natural resources, our schools, parks, roads, public and emergency services, and certainly impact the look and feel of Wellington.

Please keep the area the way it is, giving me a wonderful way of life to come home to after a stressful day at

01/19/2005

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work. Please keep Wellington zoned R1.

Sincerely

Shani Parrott
16212 NE 200th Court
Woodinville, WA 98072
425/482-7992
shaniparrott@earthlink.net

cc: Concerned Neighbors of Wellington

Shani Parrott
shaniparrott@earthlink.net

Concerned Neighbors of Wellington

"Dedicated to Preserving the Character of the Wellington Neighborhood"

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January 18, 2005

JAN 18 2005

Mr. Ray Sturtz, Planning Director
Mr Dick Fredlund, Planner
City of Woodinville
17301 - 133rd Ave NE
Woodinville, WA 98072

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Subject: 48 Person Pre-School on 156th Ave NE

We continue to be concerned about the development pressures that the greater Wellington area is experiencing. Proposals such as Wood Trails and Montevallo would double the population in the area west of 156th Ave, bringing a host of traffic and livability impacts.

Pre-schools serve an important need and are an enhancement to a residential community such as Wellington. However, we remain concerned that since no master plan exists for the Wellington area, including the 156th Ave. corridor, development proposals are being reviewed independently, rather than comprehensively. The cumulative traffic and livability impacts are going "undetected" with the City's "incremental" review and approval process. As a result, needed traffic safety and capacity improvements will not be provided as development occurs – and become a problem for residents to solve after the developers have moved on.

A 48 person pre-school probably generates 80 trips in the AM peak hour (40 in and 40 out) - and perhaps the same in the PM Peak hour. The proposed Montevallo development generates 46 AM trips and 62 PM trips per their traffic study. Wood Trails generates similar traffic volumes. These pre-school trips should be determined by a traffic study and the cumulative impacts of all this development be analyzed.

We expect the City to use a comprehensive approach in the review of the numerous development proposals in Wellington - for we residents suffer the consequences of poor planning - which are higher traffic volumes, decreased safety/increase in collisions, and ultimately increased taxes to fund the needed improvements.

We look forward to your response. Please contact me if you have any questions.

Sincerely,

Fred Green

Fred A. Green
President

P.O. Box 2934, Woodinville, WA 98072-2934

Concerned Neighbors of Wellington is a Washington Non-Profit Corporation

January 18, 2005

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Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Scope of EIS for Montevallo Project

Dear Mr. Sturtz,

After discussing the upcoming decision you will be a major part of, with my neighbors, we all hope you will include in your requirement for EIS scoping the following important issues to Woodinville and the existing Wellington neighborhoods;

- The impact that development would have on the deer, coyotes, small mammals, large and small birds which presently inhabit the site.
- The fact that King County has shoved Brightwater sewage treatment plant (located VERY close by) down our throat and this would be the only buffer to filter not only objectionable odors but also the increase in noise.
- The negative impact the additional traffic 'trips' per day per household will have on our already limited access route (156th Ave. NE) and the resultant safety concerns this raises for our children who attend Wellington and Leota schools nearby who travel and have to cross the already busy 156th Ave. NE daily.
- The impact all these additional housing units will have on our limited school capacity at Wellington and Leota schools and the additional costs faced by our already overtaxed community.
- The impact to present neighborhoods of the construction traffic which has very limited access and will certainly endanger our children as well as create additional noise and air pollution.
- The limited access we already have for fire, police and first aid response (only can access our neighborhoods off 156th Ave. NE) and the additional use our 'quiet' neighborhoods" will be subjected to, for access of these services to the proposed development.

Page 2 letter to Ray Sturtz re: proposed "Woods Trails" Development

- The radical change in aesthetics of the nature of the existing Wellington neighborhood, which is a R-1 zoning.
- The removal of yet another 'green space', which is NOT renewable once, it is built on and it's negative impact on creation of yet more solid surface, non ground water absorbing land.
- The availability of other areas closer to the downtown cluster, where there is already denser use, services available and which would have much less impact on any existing neighborhoods.

Sincerely,

David and Nancy Courtney
19410 148th Ave. NE
Woodinville, WA 98072

cc: Concerned Neighbors of Wellington

Catherine Borghes

From: Ray Sturtz
Sent: Tuesday, January 18, 2005 6:18 PM
To: Dick Fredlund; Catherine Borghes
Subject: FW: Comments on the Application for the Proposed Montevallo Development

Ray Sturtz, Community Development Director
17301 133 Avenue NE
Woodinville, WA. 98072
phone: 425-489-2757 ext. 2281
fax: 425-489-2756

-----Original Message-----

From: Matt & Lisa Schultz [mailto:schultzm@verizon.net]
Sent: Monday, January 17, 2005 4:06 PM
To: Ray Sturtz; DickF@ci.woodinville.wa.us
Cc: Catherine Borghes
Subject: Comments on the Application for the Proposed Montevallo Development

January 17, 2005

Mr. Ray Sturtz, Planning Director
Mr. Dick Fredlund, Planner
City of Woodinville
17301 - 133rd Ave NE
Woodinville, WA 98072

Subject: Comments on the Application for the Proposed Montevallo Development

Below are our comments regarding the application for the proposed Montevallo residential development in the Wellington neighborhood. The proposed development is a 16.5-acre subdivision that consists of 66 residential lots. The applicant has also proposed a rezone change from R-1 to R-4.

Zoning

The concept of re-zoning from R-1 to R-4 for the proposed Montevallo development is entirely inconsistent with the surrounding neighborhood. There is no area within one of two miles of the proposed development that consists of residential lots as small as 5500 square feet. The concept of using credits to produce effectively 8 houses per developed acre is unacceptable.

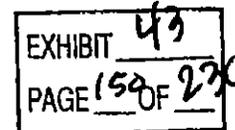
The applicant provides a very convoluted "legal" discussion implying that the City of Woodinville is essentially required to grant the re-zoning. The Growth Management Act allows all municipalities the flexibility to locate growth where the governing body sees fit. Allowing a developer to say that the City must develop an area to the density the developer proposes is to take the decision-making authority away from the City and place it in the hands of the developers. This is not the intent of the Growth Management Act. If it were, the act would have been named the "Growth Act."

The applicant misrepresents the WMC to suggest that the City of Woodinville is required to allow re-zoning to allow a minimum of 35 lots. To suggest that a gross density of 4 dwellings per acre somehow meets the intent of R-4 is also ludicrous when the actual proposal indicates up to 8 houses per acre.

*

Provision of Sewers and Drinking Water *

The applicant suggests that sanitary sewers and drinking water can be supplied to the area, and that development to R-4 should be allowed. Technically, sanitary sewers and drinking water can be supplied anywhere, at a cost. It is not meaningful to suggest that because a project component can be technically achieved that the entire project serves the best public interest.



Water quality effects

Although the development includes provisions for stormwater detention ponds, there is additional pollution loading and loss of permeable surface from this and every development. The applicant must include and describe the extra "treatment" efforts proposed.

Impacts on traffic

If 66 residences were to replace the existing 5 structures, the effect on local traffic would be tremendous. The applicant estimates that there would be an increase of about 584 vehicle trips per day. This traffic would be routed along 156th Avenue Northeast. There would also be a tremendous increase in traffic to local schools along residential streets. The potential traffic effects would be magnified because 156th Avenue NE is raised above the proposed NE 203rd and NE 204th Streets and because 156th is a designated bicycling and pedestrian corridor.

Absence of traffic improvements. It is curious that the applicant would propose a plan to add significant traffic to the area, but offer no road improvements to affected areas.

Storm drainage

The applicant indicates that a waiver from the standard drainage design would be required. The applicant must explain why a waiver is necessary.

Air effects

If the applicant were to build in the summer, daily dust suppression is necessary. If the work were to occur in the rainy months, daily street sweeping must be performed.

Threatened or endangered species

The applicant claims that there are no known threatened or endangered species at the site. The applicant must describe the details of the field survey and the qualifications of the staff conducting the survey before reaching this conclusion. It is not sufficient to rely on one site visit to make this claim.

Preservation and enhancement of vegetation

While the inclusion of the 3.4 acres of Native Growth Protection Area (NGPA) is commendable, there is no inclusion of any planting buffer along 156th Avenue NE. When one drives along 156th, one notes trees and native vegetation along the entire roadway. The applicant must include a plan for new plantings along this roadway.

*Environmental Health *

The applicant claims that it is unlikely that environmental health hazards will be encountered. Because demolition of existing structures is planned, the applicant should plan on asbestos surveys and underground fuel tank investigations of the properties to be demolished.

Transportation

The applicant incorrectly states that public transit is available along 156th Avenue NE. The only buses that use 156th are school buses. It is a concern that the applicant is unfamiliar with the area.

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*Public Services *

The applicant erroneously characterizes the project as having a "slight increase" in the need for police and fire protection and school enrollment. In fact, there will be significantly high increases in the need for these services if both Montevallo and Wood Trials are built as proposed.

Noise

The applicant states that there will be a minor increase in noise during construction, and that the noise will be controlled by working within normal business hours. The applicant should include and describe other noise control measures.

Thank you for considering our comments. Please notify us of any developments or changes in the status of the EIS or the project applications for Montevallo.

Sincerely,

Matt and Lisa Schultz,
Residents of Wellington

Catherine Borghes

EXHIBIT 43
PAGE 152 OF 230

From: Ray Sturtz
Sent: Tuesday, January 18, 2005 6:21 PM
To: Dick Fredlund; Catherine Borghes
Subject: FW: Comment on Montevallo

Ray Sturtz, Community Development Director
17301 133 Avenue NE
Woodinville, WA. 98072
phone: 425-489-2757 ext. 2281
fax: 425-489-2756

-----Original Message-----

From: Griffin [<mailto:hotterwill@comcast.net>]
Sent: Saturday, January 15, 2005 1:46 PM
To: Ray Sturtz
Cc: Fred Green
Subject: Comment on Montevallo

January 18th, 2005

Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072
Email: rays@ci.woodinville.wa.us

RE: Comment on Montevallo

Dear Mr. Sturtz,

With the proposed development of Montevallo, my neighborhood (Wellington Hills) will lose its appeal. All current homes sit on an acre of land, giving open space between neighbors. I urge you to consider the impacts that will be imposed on my neighborhood by developing Montevallo, the charm and character of the Wellington Hills Neighborhood will be lost forever.

To rezone our neighborhood area will completely change it forever; add traffic to our streets (especially 156th Ave. NE) and push out solid tax paying citizens from the City of Woodinville. Mr. Sturtz, please help us maintain the character of the Wellington Hills community, do not allow the development of Montevallo as proposed. Help us maintain the neighborhood by maintaining the current zoning (R-I) please do not cluster the new homes; Montevallo will completely change the character, and safety of our neighborhood. Sincerely,

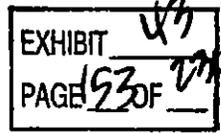
Clifford A Griffin
14907 NE 198th Street

Concerned Neighbors of Wellington

"Dedicated to Preserving the Character of the Wellington Neighborhood"

cc: Ray
[Redacted]
PETE

December 19, 2005



RECEIVED

DEC 19 2005

Mr. Ray Sturtz, Planning Director
City of Woodinville
17301 - 133rd Ave NE
Woodinville, WA 98072

City of Woodinville

@ 11:03am
hand delivered
to front counter

Subject: Wood Trails / Montevallo Preliminary Draft EIS Review

Dear Ray:

The Concerned Neighbors of Wellington (CNW) organization appreciates the opportunity to review the preliminary DEIS documents for the Wood Trails / Montevallo projects. We realize that this draft is considered a "working draft", and there will likely be some changes before the DEIS is released for public review and comment.

In reviewing the preliminary draft of the DEIS, we have discovered several fundamental flaws in the overall framework, assumptions, and analyses used. We understand that providing our comments now falls somewhat outside of the scope of the SEPA process, and we do not view these as a substitute for providing formal comments after the DEIS is publicly issued. However, we believe it is valuable for the city to be aware of the significant gaps and fundamental defects in the structure and scope of the EIS analysis now, instead of waiting to bring these to your attention after the final DEIS is issued. This letter summarizes a number of the significant gaps and flaws that we view to be of considerable concern with respect to preparing a sound DEIS document for this precedent-setting decision.

The following sections provide an overview of the gaps, flaws, omissions, and issues that we have identified when reviewing the current draft of the DEIS. Please note that our comments refer to the draft documents that we received from the City, dated October 6, 2005.

Selection and Description of Alternatives

- Descriptions of some of the alternatives are incomplete, and there are omitted variations (i.e. access) that we recommend be combined with the selected alternatives to cover a range of options that (1) attain the objectives of the applicant in building the two non-contiguous residential developments, and (2) present less overall environmental impact. As we stated in our comments during the EIS scoping, it is important to identify a range of alternatives that reduce or minimize the probable significant adverse impacts.
- The Proposed Action requires the approval of a rezone request, along with requests for transfer of density credits and clustering of the residential units. It seems reasonable that

a variation of developing one or more of the sites with sewer R-4 densities, but without (or reduced) clustering or transfer of density credits, is a viable option.

- The Attached Housing (Townhouse) Alternative as currently described could be considered as a “non-realistic” alternative, given that a conditional use permit would be required to construct the attached housing for the Wood Trails site. Two conditions for obtaining a conditional use permit are stated on page 2-19--it is our opinion that both of these conditions would be indisputably inapplicable given existing neighborhood characteristics and sensitive-area delineations.
- The description for the Attached Housing (Townhouse) Alternative for the Montevallo site is very vague, and there are no figures or site plans to assist in evaluating this alternative. It is unclear why this alternative would not include attached housing on both sites, and the configuration of housing on the Montevallo site is unknown. Evaluating environmental impacts for this alternative with any degree of confidence is not possible without the applicant preparing a site plan and more detailed description of the Montevallo site. It is also unclear whether or not the Attached Housing (Townhouse) Alternative results in a net lower overall environmental impact than the Proposed Action. If the applicant wishes to have the public consider this as a viable alternative, additional detail work needs to be included in the EIS to produce the missing items outlined above.
- The description for the No Action Alternative is too general to meet the minimum requirements of an acceptable EIS, and evaluating potential environmental impacts for such an open-ended description would be difficult even if the analyses were complete. An example of how the vague description of this alternative results in unsupported statements and incomplete analysis is noted in the Earth section of the document on page 3.1-12.

As stated in Ecology’s SEPA Handbook, a No Action Alternative “is typically defined as what would be most likely to happen if the proposal did not occur”. We find it difficult to fathom that “no new development would occur on the subject properties” given that: (1) the developer is the outright owner, or has secured ownership options, for the Wood Trails site and presumably all of the Montevallo properties; (2) the applicant’s line of business is developing residential properties; (3) the current land and housing market conditions and appeal of developable land in this area of Woodinville; and (4) there are no known scenarios for not allowing residential development to occur at R-1 densities on either of the sites.

It is our opinion that both of the sites could, and likely would, be developed at R-1 densities without any impediments with respect to rezone approvals and supporting infrastructure issues. Therefore, it appears that the No Action Alternative should be better described by the applicant as a future R-1 development pattern similar to the recent “estate-size” homes that continue to be constructed in the Wellington neighborhood.

Another option for the No Action Alternative might be the use of the Wood Trails area as a park or vegetative buffer. This type of description for the No Action Alternative would

provide some basis for analyzing this site according to its existing condition, and would also provide some support for the actual intent of City Resolution No. 93 (buffer between industrial area and residential area). [Note: This precedent-setting resolution, which has been in place for several years, appears to be somewhat in conflict with the proposed Wood Trails development]. However, unless there is a viable option for purchasing the property to maintain it as a park or vegetative buffer, assuming that the current existing condition would be maintained at the Wood Trails site does not seem to be a defensible "no action" scenario for the EIS.

- We believe the City's conclusion not to fully evaluate road access options for the Wood Trails site is short-sighted. The conclusion that "none of these other alternatives would be reasonable and that none needed to be evaluated in detail" is unsupported given the information available in the EIS. The three access alternatives from the west of the Wood Trails site shown in Figures 2.3a, 2.3b and 2.3c do not present these alternatives as "overlays" within the context of the Proposed Action. These alternatives are presented as though they are through roads across the entire width of the Wood Trails project site, and would not have any physical relationship to the design and layout of the Proposed Action.

It is readily apparent that the two access alternatives from the northwest portions of the property (Alternatives A and B) would only need to extend to the closest connecting point on the west side of the roadway loop (Road B) for the Proposed Action to gain access to the development. The statements about additional construction impacts for these roads (particularly Alternative B), although not false, are not supported by any real comparative information that more fully evaluates these access options. In reality, when one looks at how far west down slope that the northern pod of homes would extend to, the additional grading and filling are would be relatively minimal in comparison to all of the construction-related activities that would already have to occur in this portion of the site.

To not complete a more thorough, documented and quantifiable evaluation of access options as part of the EIS analysis is remiss given that (1) the City identified this topic as one of three primary issues in the Determination of Significance Notice, (2) the City's Revised EIS Scope also included this issue, and (3) the obvious priority this specific issue has with surrounding residences as noted during formal comment letters and the public hearing for EIS Scoping. It is obvious that the applicant is not pursuing alternative access roads because of the increased costs that would result from both additional site construction efforts and the loss of a few buildable lots. Being unwilling to more fully evaluate access alternatives to Wood Trails based solely on the issue of increased costs is not a defensible argument for not completing the appropriate level of analysis in the EIS for this important and highly contentious issue. The EIS should include a comprehensive analysis of at least one reasonable Wood Trails site access option that provides a comparative evaluation of impacts with respect to the other alternatives. This is critical for the city given the level and intensity of public feedback provided to the city during its last public meeting.

Missing or Incomplete Analysis of Potential Impacts

- There is not a complete comparative summary of potential impacts for each of the alternatives. The comparison of the alternatives for each of the elements analyzed is inconsistent between the various sections of the document, and is often incomplete and/or overly generalized. Clear and thorough comparative summaries for each of the alternatives and for each of the elements should be presented for direct impacts, indirect impacts, mitigation measures, and unavoidable significant adverse impacts.
- Existing ground water conditions and associated impacts are not adequately addressed. An analysis of ground water recharge should be completed given the significant changes in the water balance for each of the sites that would occur for each of the alternatives. Information concerning ground water recharge is critical for evaluating potential hydrologic impacts to the wetland on the Montevallo site, along with other elements associated with the Wood Trails site.
- The analysis of geologic hazards (landslides, erosion, seismic, sediment transport) is not complete for both site construction and post-development situations.
- Construction-related impacts are not adequately described or addressed for the various elements. Although the Wood Trails site is identified as an Erosion Hazard Area, very little information is presented as to how mitigation measures would be utilized to minimize erosion hazard impacts. Significant soil management issues that will occur during site grading, filling and site development activities are not identified, described, or resolved. General statements regarding standard erosion mitigation measures do not adequately address the very real problems associated with the type of intensive development occurring on a site with limited construction access and operational areas.
- Construction-related impacts to existing roads are also not addressed in the DEIS. The existing neighborhood streets that would be used intensively by heavy construction equipment accessing the two development sites would likely be severely degraded and require incremental investment to make them whole. Mitigation measures for these significant impacts should be identified in the DEIS.
- There are little, if any, provisions described for managing storm water at the Wood Trails and Montevallo sites during site construction activities. This includes water quality issues and associated mitigation measures to minimize potential effects on down gradient properties and within the Little Bear Creek drainage area.
- The Montevallo site analysis does not completely address the water run-off issues that currently exist. The water runoff from the Montevallo site gathers to 3' and 4' deep now in the wetlands area below during the winter season. Particular concerns include the fact that the wetland requires surrounding source area to maintain its water level, and that construction of a utility trench near the wetland may be a drainage conduit that depletes the wetland.

- The wetland mitigation plan outlined for the Wood Trails site refers to some offsite stream enhancement work. A figure or map showing the location and extent of this proposed enhancement area should be included, along with a description of how approval will be gained from the owner of the offsite property.

Transportation – Roadway System

- The study area does not include the Wellington Hills Golf Course Rd intersections at 156th Ave NE, and at Woodinville-Snohomish Rd; yet, the “trip distribution” for the proposed action distributes 40% of the project trips through these intersections. The Golf Course Rd and intersections (which are located in Snohomish County) should be included in the study area.
- The existing street network is not described to reflect the unique and rural character within the Wellington area. The existing network includes a number of dead end streets with no grid for circulation or access alternatives. The existing streets have a number of deficiencies (cross-section, grade, sight distance, pavement structure, drainage, etc) which are not identified. The street classifications are not properly defined (i.e. 156th Ave NE is classified by the City as a minor arterial requiring a three lane cross section). The entire Wellington Hills area has only one outlet to Woodinville Duvall Rd – which provides the only connection to downtown Woodinville and SR 522. The safety, operations, and emergency services issues should be analyzed to reflect this unique constraint. Events such as the recent fatality on W-D Rd which required its closure and routing of traffic through Wellington; and snow and ice conditions on 156th Ave NE that result in it being impassable are examples of safety and operations issues that must be analyzed.
- A number of traffic counts have been performed recently within the study area. It is unclear how the existing traffic volumes were derived for this study. The count type, date, time, and duration needs to be validated and summarized clearly.
- The study uses an assumption for the capacity of these residential streets as 2500 ADT – which is unreasonable and impossible in this context. The capacities of these dead end streets are constrained by their intersection with 156th Ave NE – NOT by the segments between intersections. Capacity, operations and safety should be analyzed accordingly.
- Woodinville-Duvall Rd is a major east-west regional arterial serving a large area of King County to the east. It experiences significant congestion – and three fatalities have occurred in recent months. No reference to Woodinville-Duvall Rd is made in the study – and should be added.
- The basis of the Trip Distribution from the City’s traffic model is unclear and must be validated. The large percentage (40%) of outbound trips going northbound via the golf course road does not reflect existing travel patterns. The trip distribution also routes trips eastbound along NE 195th Street through the existing “barricade” – proving the model assumptions are incorrect. The obvious concern with the inaccurate trip distribution is

that it grossly understates the impact (turn lane storage capacity and LOS) to the intersection at 156th Ave/W-D Rd.

- The study provides a list of “pipeline” projects – i.e. other future projects in the area. The description, type, location, size, and timing of these projects are not presented. Furthermore, their impacts on traffic are unknown – including when they will occur and what mitigation or improvements will be required for them to be approved. The traffic analysis needs to describe how these “pipeline” project trips are added to the Project Baseline trips, and how necessary improvements are funded (who pays) when capacities are exceeded. A specific explanation of how the recent Costco development traffic is incorporated into the analysis is also needed.
- The traffic calculations are likely incorrect since the pedestrian counts were taken during the last week of school when most students are on abnormal schedules due to graduation, tests, end of the year activities, and so forth. The document fails to mention that the school district has decided to bus students west of 156th due to the high traffic rate of this road and the risk it brings to young children. Walking to school even though it is less than a mile away is considered hazardous by the school district. While a list of road projects in Snohomish County is included, no listing for King County is included and this error should be corrected. In addition, no mention is made of how public transit should change in order to accommodate the needs of the 132 new families that the applicant proposes will be living in the area. Mention is made of traffic impacts being limited but table 3.5i shows only three times as many new trips for R4 zoning as in R1 zoning. It is also puzzling that Attached Housing would cause less traffic delays (see Table 3.5n) than the Proposed Action given that there will be more families and therefore also more trips.
- Parks that are mentioned in the document are actually owned by Home Owners Associations (HOA’s) and are for the exclusive use of the HOA members. The 202nd park, Queensgate, and Wellington Hills Country Club are all privately-owned areas and would be off limits to the Wood Trails and Montevallo residents. Including these places as options for recreation is erroneous and any conclusions in the document made on this incorrect information must also be viewed as incorrect.
- In the animal section much is said about the pleated woodpecker but nothing is mentioned of other animals living in the area such as the tree frogs, and the spotted owl. The spotted owl is on the list of Endangered Species and pictures of spotted owls have been taken on resident’s property between the Wood Trails and Montevallo sites. The document should also include discussion on the loss of other animal habitat for deer, raccoon, possum and many species of frog, salamander, etc. All these animals would experience significantly reduced habitat as a result of the density of the proposed zoning and increased property development.

Additional Comments Concerning Indirect Impacts, Cumulative Impacts, Rezoning and Land Use Planning

- The DEIS does not include any scenarios for future development of the 11.8-acre parcel that is located adjacent to the proposed Wood Trails development. While we recognize that this parcel is not formally part of this DEIS, the impact of developing this land, which is owned by the same developer, is not considered or documented within this DEIS as a potential indirect and/or cumulative impact. We are concerned that there may be future development of the 11.8-acre parcel, but the EIS process does not allow for any consideration of cumulative potential impacts to the environment and existing infrastructure with respect to similar development occurring in the near-future on this parcel. The applicant should be required to discuss their future development plans for this 11.8-acre parcel within this EIS so that the full impact of their proposed plans can be considered by the city at the same time.
- We remain concerned that scoping issues raised by the public during the October, 2004, Woodinville City Council meeting have not been incorporated into the scope of the DEIS. We believe that by publishing a formal scoping document as we requested in our previous comment letters, the City could avoid future questions concerning how the EIS scope was derived, including the analysis and selection of the various alternatives.
- The re-zoning to R4 of both these neighborhoods is not consistent with the city's growth plan. Developing these two properties with an R-4 zoning will result in significant adverse visual impacts on surrounding neighborhoods. It is clear that accepting a rezone to R4 in these neighborhoods jeopardizes the value of the Woodinville Vision and Growth Plans. Prospective buyers, homeowners, businesses, and high-end builders will question the reliability of Woodinville's zoning plan and will look for other properties where future growth is more predictable. It is better to clearly distinguish R1 sections of the city which will attract high-end builders and will provide a sense of comfort for long-term development potential. From a transportation and access perspective, it is preferable to place R4 and higher-density housing in neighborhoods closer to established services.
- R4 zoning is not in character with this segment of the city borders, but rather with the downtown area of the city instead. As demonstrated in recent legal decisions, our city is not obligated to re-zone the area simply because one could extend sanitary sewers into the area. There are other factors besides the ability to extend a sanitary sewer into an area that determine the feasibility and wisdom of re-zoning a segment.
- There are conclusions made in the document that are not factually correct. In section 3.4-20 the authors state that R-1 zoning would avoid some of the impacts and be more consistent with the area. However, it goes on to say that the Proposed Action and Attached Housing Alternative would be more protective of water quality. Having a sewer does not necessarily provide better water quality since during storms raw sewage can be dumped into rivers and streams. Consider that areas of Redmond's sanitary sewer system are at 125% capacity, and the city has been fined daily for not being able to process all

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sewage they collect. Septic systems would not be affected by a heavy rain and would localize problems instead of spreading them into areas populated by salmon and other wildlife.

- There seems to be a significant omission of public perception and economic issues as a whole. In particular, there is insufficient discussion of the fact that there has been considerable opposition expressed already to the development plans, especially to an R-4 re-zoning and the potential for these proposed projects to create a "gateway" to further R-4 development. It is not adequate to simply include a record of public meetings. It is also important to include this record as part of the EIS.
- Any economic analysis must address the decline in value of the surrounding properties should certain forms of development be allowed. Similarly, the improved value of an alternative park-like development should be addressed. The DEIS makes no mention of what changes will occur to nearby property values. It does mention costs related to the builder for parks and traffic. It also ignores the effects on local residents due to construction, noise, air pollution from construction machinery, and other quality-of-life issues that urban-type development will cause in a rural neighborhood.
- Evidence of the adverse economic impacts of the potential development include the large increase in the number of houses for sale in the entire area and the occurrence of three separate sale retractions on one property when each prospective buyer became aware of the Wood Trails development potential. Essentially, no analysis has been presented in the EIS on loss of property value to the city or existing homeowners—instead, the tone of the document indicates 'this is to be expected and is normal'. We believe the loss of value to surrounding properties is an intrinsic part of the economic analysis. Perhaps the developers should be required to provide compensatory mitigation fees to the surrounding neighbors.

The city of Redmond has carefully planned development in such a way as to preserve high-end neighborhoods with R1 zoning and also set aside separate, more urban neighborhoods where walk-to shopping is available and lower-priced properties can be obtained. We encourage the city of Woodinville to take the same approach to its zoning plans in order to attract homeowners at both ends of the value spectrum.

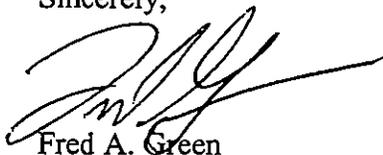
December 19, 2005

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The EIS will eventually be used as a decision-making document as the application moves forward through the approval process. The decisions which emanate from this process will impact the Wellington / Leota neighborhood and future land-use decisions in this area of Woodinville for years to come. As a neighborhood organization in Woodinville comprised of over 100 residences, it is our goal to assist the City of Woodinville management team in developing a defensible high-quality EIS that can be used by decision-makers without being concerned about the adequacy, or inadequacy, of the EIS.

Please do not hesitate to contact me if you have any questions or concerns about our requests concerning the Wood Trails / Montevallo DEIS review and public comment. If needed, we would be happy to meet with the City's EIS project team in person to clarify or discuss our concerns with the current version of the DEIS.

Sincerely,



Fred A. Green
President
Concerned Neighbors of Wellington

cc: Pete Rose, City Manager

Dick Fredlund



From: Ray Sturtz
Sent: Monday, January 24, 2005 10:06 AM
To: Catherine Borghes
Cc: Dick Fredlund
Subject: FW: Montivallo

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-----Original Message-----

From: robert day [mailto:m-mday1@msn.com]
Sent: Sunday, January 23, 2005 1:55 PM
To: Ray Sturtz
Cc: Fred Green
Subject: Montivallo

January 17th, 2005
Ray Sturtz, Planning Director, SEPA Official
Planning Department
City of Woodinville
17301 133rd AVE NE
Woodinville WA 98072
EMail: rays@woodinville.wa.us

RE: Comment on Montevallo

Dear Mr. Sturtz,

We're homeowners off of 202nd Street, and are extremely upset over the impact of the proposed Montivallo Development on our neighborhood. Specifically, we're concerned about the potential of doubling automobile traffic, the impact of wildlife, including deer, rabbits, and bald eagles to name a few. We're also worried about it's effect on ground water and the inevitable overcrowding of our schools. We moved into this neighborhood because of it's country-like feel and because we didn't see the possibility of a project like this invading our natural space. We're firmly against the rezoning of the land; that is a move that will severely impact our lives in many ways, only to line the pockets of the capitalists who are profiting from projects like Montivallo. Woodinville should not allow this to happen to it's residents!!!! Our neighborhood is already breaking up, as so many neighbors have sold their homes, in fear of what this will mean to our quiet little community, and that is truly a shame.

Sincerely,

Marie and Mark DAY
20219 151st Avenue NE
Woodinville, WA
98072
cc. Concerned Citizens of Wellington

FEB 13 2006

Quality Living in a Small City

CITY OF WOODINVILLE
PLANNING DEPARTMENT

Neighborhoods:

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Neighborhoods are the building blocks of a community. They are more than subdivisions, and are defined as much by the sense of community they create for their residents as by their structures, streets and amenities within their boundaries.

Quality neighborhoods **offer choices**, provide residents with a **sense of identity** and connections, and **encourage continuous renewal and reinvestment**.

Quality neighborhoods should offer the opportunity to work and live within their neighborhood when scale, character and function of business settings are compatible with homes.

The streets of a quality neighborhood are pedestrian friendly. They are laid out in an interconnected network and attractively landscaped to **encourage walking**. Streets give residents, particularly youth and the elderly, choices and control of their mobility and easy access to important destinations from their residents.

Each and every existing neighborhood within the city of Woodinville has a sense of community, each with their own identity and character which are defined and identified by the people, families, homes, and neighborhood layout. When a new development is added that does not "fit" this sense of community, and it fails to blend with the neighborhood character, the sense of community is lost, the neighborhood character is lost, and the "building blocks of a community are lost, removing all sense of neighborhood belonging to the community..

Wellington is a long established neighborhood which has maintained its character throughout the years. The neighborhood has grown in the number of homes and families yet maintaining its sense of community by adding the new development that "fits" into the community it is.

Rezoning and adding "Clusters" do not fit in the Wellington neighborhood. Rezoning will forever change the character of the Wellington neighborhood and it will drive the sense of community away.

Maintain the R-1 Zoning and build the new homes so that they fit the Wellington neighborhood and the community.

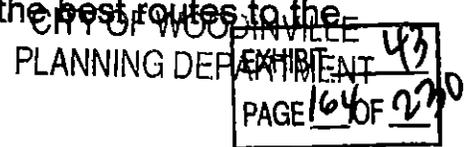
Respectively

The Cliff and Sheri Griffin Family
14907 NE 198th St
Woodinville WA 980972
425-485-4864

My name is E. Nadine Jones and I live at 14903 NE 201st Street in Woodinville, I'm
opposed to building Wood Trails & Montevello development.

FEB 16 2006

I live on 201st Street, which Phoenix Properties thinks is one of the best routes to the
proposed housing development.



I am proud to live in Woodinville. When my husband and I retired we bought this
property 21 years ago, we were very pleased to move into a neighborhood that had the
foresight of planning one home per acre. It was excellent planning all those years ago
and certainly I would be distressed to see the plans changed now.

We were told about the wonderful sound barrier/buffer of trees on the west to protect
us from the noise of the commercial area and highway below. If the trees are removed
the noise will be terrible.

Our yard has been one of the best assets to the property. It has a chain-linked fence
that protects the wild life that frequently visits. Today and most every day I will see
rabbits, squirrels, robins, northern flickers, stellar jays and woodpeckers. At night I hear
Owls hooting. As my late husband said, "This is heaven." Will I still have this beauty
after the trees are cut down and the wild life perishes? No, it will disappear and be a
great loss to the citizens of Woodinville. I truly do not want to give up the natural
beauty that has been here for so long.

If the re-zoning is approved our investment will have changed a great deal. Who would
want to buy this property with the unknowns of sewer costs, change to R 4, widening
and resurfacing streets and traffic zooming by?

There must be a better access road to that property! Changing the lives of all these
owners seems a mistake. Could a fire truck get there in time to be of any help?

In conclusion please continue to keep the Wellington Hills area as R-1.

Sincerely

E. Nadine Jones

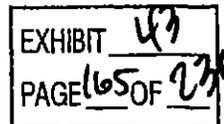
Jeff Glickman

RECEIVED

From: Jeff Glickman [jeff@glickman.com]
Sent: Thursday, February 16, 2006 1:09 PM
To: 'zlell@omwlaw.com'
Subject: Formal Notice of DEIS Material Deficiency

FEB 16 2006

CITY OF WOODINVILLE
PLANNING DEPARTMENT



From: Jeff Glickman [mailto:jeff@glickman.com]
Sent: Thursday, February 16, 2006 12:02 PM
To: 'maries@ci.woodinville.wa.us'; 'peter@ci.woodinville.wa.us'; 'deborahk@ci.woodinville.wa.us'; 'rays@ci.woodinville.wa.us'; 'dickf@ci.woodinville.wa.us'; 'cvonwald@ci.woodinville.wa.us'; 'hstecker@ci.woodinville.wa.us'; 'cprice@ci.woodinville.wa.us'; 'shageman@ci.woodinville.wa.us'; 'mroskind@ci.woodinville.wa.us'; 'gleonard@ci.woodinville.wa.us'; 'dbrocha@ci.woodinville.wa.us'
Subject: Formal Notice of DEIS Material Deficiency

To City of Woodinville Mayor, City Manager, City Council and Director of Community Development,

I am a property owner in the Wellington Neighborhood. I live within, or about, the 500' radius of the proposed Wood Trails plat. I have never received a single notice from the City of Woodinville regarding this proposed plat. The City is obligated to notify me and arguments incorporating errors and omissions as to why I have not been notified are not a valid defense.

I accidentally discovered the existence of this proposed development from a neighbor approximately one week ago. The proposed Wood Trails plat is in the DEIS phase. I visited the City of Woodinville Planning office this past week to obtain a full and complete set of documentation, without limitation, regarding the proposed Wood Trails development, and all city codes and ordinances. At this time I was informed of the existence of the DEIS and was directed that the sole means to obtain a copy was from Kinko's. Upon this direct instruction from City of Woodinville Planning Office employees, I attempted to obtain a copy of the Draft EIS Statement from Kinko's, Woodinville. Initially, Kinko's was not aware that they had a city document - it took hours to find someone who was even aware that there was a city document available for reprint. Ultimately, Kinko's was not able to produce a complete copy for me. As with most citizens, it is an undue economic burden to read a multi-hundred page document at City offices or the library.

As I know you are already aware from internal city communications, the DEIS is materially deficient. Most notably, figures and pages are missing. Arguments incorporating errors and omissions as a defense are invalid. Furthermore, of the pages which are present, the area delineated as the study area of the DEIS is in error, which invalidates the DEIS in its entirety. The city is obligated by SEPA to present a complete and accurate DEIS to the citizens of Woodinville. This DEIS violates both SEPA and NEPA requirements, and is a material misrepresentation of the facts to the citizens of Woodinville. State SEPA law specifically states that a minimum 15-day review period for the DEIS must be granted to the citizens. The city of Woodinville has violated this statute.

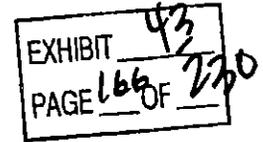
This is a formal demand to invalidate the DEIS process because of flagrant process errors and city violation of SEPA statutes. The DEIS process cannot be construed as even having been started because an incomplete and invalid document was provided to the citizens, and because the citizens have not had 15 days to review a complete document. The only remedy for the city is to write a new DEIS that is accurate and complete, provide notice to all property owners with 500' as required by law, and provide the citizens of Woodinville the minimum 15-day review period as required by SEPA.

Do not deny the citizens of Woodinville the due process that is guaranteed to them by State and Federal law. You, the city work for us, the citizens. You are here at our bidding to protect our rights, not violate them. We will hold you collectively and individually accountable in a court of law if you fail to protect our rights.

Sincerely,

Jeff Glickman
19405 148th Ave NE
Woodinville, WA 98072

2/16/2006

**Dick Fredlund**

From: Jeff Glickman [jeff@glickman.com]
Sent: Tuesday, February 21, 2006 3:46 PM
To: Marie Stake; peter@ci.woodinville.wa.us; Deborah Knight; Ray Sturtz; Dick Fredlund; Cathy VonWald; Hank Stecker; Chuck Price; Scott Hageman; Mike Roskind; Gina Leonard; Don Brocha
Subject: Notice of Receipt - Wood Trails and Montevallo DEIS Replacement Pages

To City of Woodinville Mayor, City Manager, City Council and Director of Community Development,

Thank you for the replacement pages for the Wood Trails and Montevallo DEIS. As you are already aware, approximately 270 sets of these replacement pages were placed in the mail by City of Woodinville employees on Thursday February 16th 2006, the same day as the City of Woodinville's Wood Trails and Montevallo DEIS Public Meeting. I received my copy of the replacement pages on Friday February 17th 2006, the day after the City of Woodinville's Wood Trails and Montevallo DEIS Public Meeting. While those persons who were a party of record on this matter received replacement pages, the City of Woodinville has not been able to identify, notify, or otherwise reach the many citizens who are not a party of record on this matter and provide them with corrected replacement pages.

State SEPA statutes direct cities to provide a verbal means and written means for citizens to respond to the DEIS. The mailing of 270 sets of DEIS page corrections is tantamount to an admission by the city of the substantive nature of the DEIS omission. The purpose of the public process established by SEPA is to guarantee due process to the citizens for the DEIS process. Delivering the 270 sets of replacement pages the day after the DEIS public meeting has denied due process to those citizens wishing to respond verbally to the DEIS. SEPA does not give the city the option to force citizens to respond in writing.

The City of Woodinville, in its handling of the Wood Trails and Montevallo DEIS process, has violated the process set forth by the State of Washington and SEPA designed to protect its citizens. This is a second formal demand to invalidate the DEIS process because of process errors and city violation of SEPA statutes. The DEIS process cannot be construed as having been started because an incomplete and invalid document was provided to the citizens, and because the citizens have not had 15 days to review a complete document. The only remedy for the city is to write a new DEIS that is accurate and complete, provide notice to all property owners with 500' as required by law, and provide the citizens of Woodinville the minimum 15-day review period as required by SEPA.

Sincerely,

Jeff Glickman
19405 148th Ave NE
Woodinville, WA 98072

EXHIBIT 43
PAGE 16 OF 23

RECEIVED

3:35pm

MAR 03 2006

TO: Planning Department reviewers of the Wood Trails & Montevello Developments
Planning Department, Woodinville City Hall, 17301 133 rd Avenue
CITY OF WOODINVILLE
PLANNING DEPARTMENT
FROM: Robert A. Harman, Geologist, resident of 14949 202nd Street February 16, 2006
COPY SENT TO: Concerned Neighbors of Wellington

I've submitted six letters of concern in the past to the Planning Department as well as two display boards documenting the lack or poorly discussed items by the developers. In addition, many of the areas indicated by your reviewer, Nelson Geotechnical Associates, were not adequately addressed. These are listed below and the submitted display board that indicates the omissions and errors in the submitted E.I.S.

- 1) They do not report the slump or soil creep features that are present in the area such as downed trees, slump bent trees, and slump cement structure breaks that have occurred in our neighborhood. Their test pit and core data all show loose sands on top of dense sands or clays all which suggest slump and soil creep potentials. They did not give reasons why their conclusions were different from King County studies that designate this area Erosion Hazard Area. At the Northwest Geology Meeting Tuesday night a geologist indicated that these dense outwash sands can hold structures but are very susceptible to erosion and foundations being undercut. This would be enhanced by this R-4 treeless site. He recommended the Redmond E.I.S. geologist Dr. Chris Koger that has reviewed this topic. Homes should not be built near the steep slopes.
- 2) They do not report the 50 foot eroded cliff or the erosion along the stream banks and the eroded displaced cement conduit pipes that no longer captures the Wetland Stream that exits into the industrial park. Both development sites will flow into this stream. Costco made a concerted effort in placing many large diameter pipes to capture sands and debris as well access portals for their removal. Such large pipes should be placed at the base next to the industrial park
- 3) Why didn't they use the up-to-date King County topographic maps? The E.I.S did not bother to describe the geologic features such as slope-canyon frequency differences (GS 1 & 2 map) or the possible origins of the "terraces" (T-1,2,3,4). Is it possible that these terraces represent ancient landslides? The old slump bent trees at the terrace end may suggest this. They made no effort to show cross-section views of the geologic variations that occurs between outwash sands and blue clays. The more frequent occurrence of blue clays underlying these outwash sands at the greater home site northern area provides the potential slippage when the stabilizing vegetation is removed. Their use of the term glacial till does not fit the dominance of thick sands that characterize this northern area site. The use of "clean sands" are not typical of either glacial outwash sands or loess deposits since glacial flour occurs in glacial floodplains. Long cores would have helped explain these features.

SEE PHOTO
DISPLAY
BOARDS
and
PHOTOS
a, c

PHOTOS
d, c

SEE
MAP
M-3

Cs, a, b
SEE
CROSS
SECTION

4) No effort was made to use geologically well situated long cores to identify the preferential ground water seepage sites that characterize these northern steep slopes that contain "wetland plants". They do not map their occurrence to help suggest potential hazzard areas by taking long cores to help indicate ground water flows or rates. Their four long core studies were done during a drought year and in April not during times of maximum seepages. Only one core was taken in the home site areas. Three long cores were taken at the detension pond site all containing blue clays. No correlations between cores within the development site were attempted.

CS

5) No actual stream discharge measurements were ever made to document their table-made discharges despite this area also is also supplied by septic tank additions. Was their ever measurements made when this years month of January had record setting rainfall values? The Montevillo housing site should significantly add to the wetland stream where erosion of its stream banks were observed during this time of maximum rainfalls No effort was made to report the 202 street floods and problems that near-Montivello site neighbors has had with ground water The discharges I made from the wetland stream that enter into the industrial park were as follows:

SEE TEXT

P4.7
M-2
M-4

July 24 2004 150 cubic ft./ hour August 16 2004 225 ft³/ hr
Jan July 31 2006 9,000 cubic feet / hour
2004 Dry dstream predicted discharge 9,000-14,000 ft³ / hr

6) The Detention Pond will not percolate in its blue clay location. The fine sands during maximum flows should by pass the pond directly into the small diameter industrial pipes. One city planner told me they are covered by insurance from lawsuits as long as "good intentions are made". I'm sure the industrial park and the insurers would examine this question if no adequate protection from unexpected discharges are considered or made. No permeable test pit was conducted to examine water loss rates.

CS
P4.7

7) The present site is capable of using septic tanks at a R-1 density. I've photographed all the test dig sites and found the dominance of loose sands. Percentages using gravels by weight may prejudices their conclusions when lower percent by volumes occur when observing the dig sites. High fragment frequencies occur at the blue clay site and lower frequencies of dug up fragment at the sand sites makes suggest that maybe dense sands were not that frequent. Their sediment analysis data dominated areas of cobble occurrences (13 at the Detention Pond, and 11 at 195 sites with 11 homes) few were made at the site were the greatest density homes the occur in the 202 St. site (31 homes & only 4 analysis) and 201 St. (19 homes & 8 analysis). Equating the R-1 neighborhood with their remove treeless R-4 development is nonsense when trees older then R-1 homes exist.

i, j

CS
b

P2

TO: Planning Department reviewers of the Wood Trails & Montevello Developments
Planning Department, Woodinville City Hall, 17301 133 rd Avenue N.E.

FROM: Robert A. Harman, Geologist, resident of 14949 202nd Street February 16, 2006
COPY SENT TO: Concerned Neighbors of Wellington

This letter is written since not enough time was available to make the following points:

NO CROSS-SECTIONAL TOPOGRAPHIC PROFILES WERE MADE OR ADEQUATE NUMBER OF LONG CORES WERE EXAMINED

No accurate topographic maps were used to show the orientation of the test site digs and their sediment or ground water features. The reader of the E.I.S. could only COMPARE THE DIG SITE LOG SHEETS and hopefully know how they geographically relate. The geologic meaning of CORRELATION BETWEEN DIG SITES indicates that sediment core lengths and their descriptions and data have been plotted via their close topographic-elevation proximity. Only one core was taken over the housing development site. My plots of their core data indicate an increase in blue clays or silts in the northern development area where the steep slopes showed significant ground water discharges during this years maximum rainfall month of January. This may explain why the steepest slopes that occur here.

CS, a, b

NO GEOLOGIC SECTIONS WERE MADE EITHER LOCALLY OR NEARBY

Steep slopes occur in the development area where geologic trenches or direct observations should have been made to aid in correlation of geologic strata. The massive sands the form the 50 foot cliff were not reported. Trenching is necessary in most of the steep slope areas since SOIL CREEP OBLITERATES STRUCTURES. The nearby Golf Course western steep slopes is a excellent type-section showing the equivalent strata found in the development area i.e. bottommost blue clays with upper outwash sands and uppermost glacial tills. The southern 195th St. cliff in the industrial park provides an excellent contrast between the north-south sediment strata variation that may help explain the increase canyon dissection in that area compared to the north. These trenches along with more long cores would help predict either slope stability and erosion potentials. The origin of cobbles only described at the Detention Pond site and the 195th area were not explained.

f

GLACIAL TILL PHOTOS WERE ONLY MADE IN THE HIGHER ELEVATIONS

A close examination of the photos show some signs of possible bedding features. However, their high stratigraphic positions near the upper level highlands mapped as glacial till is not surprising. It could be that visiting geologists using the 202 St gravel-cobble lumber company built road to the lower site areas interpret it as glacial till.

CS

NO PERMEABILITY OR GROUND WATER FLOW RATES WERE MEASURED

The term permeability was used to indicate that septic tanks would not perk if a R-1 development occurred over E.I.S. study area. No laboratory or field measurements were ever conducted to verify this conclusion. Two long cores should have been made in order to test rhodamine stained water to measure flow rates between the cores. Hydraulic gradients were never identified since ground water flows were assumed not to be significant ? Hydrophytic wetland plants such as devils club grow on this northern steep sandy slopes. A major ground water discharge has produced a eroded ravine and large trees to topple in this unstable ravine. The wetland stream below also contains numerous downed large trees indicating unstable northern slopes.

CS

g, h

RETENTION

NO RETENTION POND TEST WAS MADE SIMILAR TO THE REDMOND E.I.S.

The E.I.S. core data show the dominance of blue clays or silts at the retention pond site. This pond site should be tested to evaluate its draining rate capacity. Fine sands should flow across its retention pond surface into the industrial drains. This detention pond may end up as nothing but a mosquito infested pond.

CS

REMOVAL OF TREES WERE NOT GIVEN SERIOUS CONSIDERATION

Removal of tree roots will lessen the long term stability of the development sites. Future residents develop their own backyards to their satisfaction, More trees might be removed when property owners want to create better views or garden space with more sun. These soils and subsurface sands are easily eroded.

M-1

CONCERNS WITH THE E.I.S. SUMMARY TABLE OF ALTERNATIVES

Enclosed is a photo-map showing the size of the R-1 Concerned Neighbors of Wellington homesite areas compared to the R-4 plus Wood Trails Development homesites. The latter will remove all trees and regrade surface soils and impact subsurface sands. Their percent comparison of R-1 to R-4 areas utilized their unbuildable forested slopes. Roads into the R-1 areas are wooded and homes inserted between trees older than the homes. Their statement that " no significant change in long term slope stability, based on existing subsurface conditions, limited near steep slop areas, slope stabilization measures." They have not considered 1) sediment and groundwater cause slips were not examined from long cores. 2) backyards can be eroded due to steep slope sands 3) the northern sandy steep slopes are impossible to stabilize since soil creep, slumping, and groundwater will occur over long periods of time witnessed by the numerous down trees.

b

M-1 → 4

HAS THE E.I.S. WRITERS SEEN THE LETTERS AND DISPLAY BOARDS I'VE SENT TO THE CITY PLANNERS FOR WRITER EARLY NOTIFICATION entitled

- 1) INITIAL RESPONSE TO THE TRIAD ASSOCIATES WOOD TRAILS REPORT indicated the need for accurate topo-maps, problem sands, eroded 50 ft cliff, fallen trees
- 2) NEED FOR PROFILE OF EQUILIBRIUM SURVEY
concern over documenting future erosion
- 3) TOUR GUIDE TO GEOLOGIC, HYDROLOGIC, AND AESTHETIC FEATURES
concerns over beautiful tree that make R-1 home sites unique
- 4) NON-MAPPEDE CRITICAL AREAS-STREAM WETLANDS IDENTIFIED
stream wetlands were not described and this being the only yearlong flowing stream (I believe this must have been received since they excluded the wetland area)
Need for seasonal discharge data.
- 5) CONCERN OVER RUNOFF-CLOGGED INDUSTRIAL DRAINS
see enclosed color map showing drainage areas, culverts, & unmapped canyons
- 6) CALCULATIONS OF POTENTIAL EROSION AND SEDIMENT THAT
COULD POSSIBLY FILL A SINGLE RETENTION POND (I'll enclose it again)
The 201 St development was not present in 1970 so a canyon next to Mr. Barnes house showed increase erosion based on its new base level and lateral erosion of the stream.
- 7) NEED FOR A CITY E.I.S. TO CONSIDER REDMOND'S E.I.S. (enclosed)
Numerous very long cores, soil manage excavations, retention pond test, ground water well examinations. Why were these Redmond city expectations omitted from this development site that is located in a King County Erosion Hazard Area?

THE WOOD TRAILS GEOLOGICAL & HYDROLOGICAL DATA SUPPORTS THE KING COUNTY R-1 HOMESITE MAPPED CLASSIFICATION AREA

TO: Planning Department reviewers of the Wood Trails & Montevello Developments
Planning Department, Woodinville City Hall, 17301 133 rd Avenue N.E.

FROM: Robert A. Harman, Geologist, resident of 14949 202nd Street

October 18, 2004

COPY SENT TO: Concerned Neighbors of Wellington

RECOMMENDED GEOLOGIC AND HYDROLOGIC E.I.S. TOPICS BASED ON A SIMILAR DEVELOPMENT BEING CONSIDERED BY THE CITY OF REDMOND

On October 12, 2004 Dr. Curtis Koger of Associates Earth Scientists gave a talk to the Northwest Geology Meeting on the "Geology and Hydrology of the Eastern Bear Creek Plateau". I highly recommend the Woodinville Planning Department contact him (425 827-7701) to see what EIS demands were expected from the City of Redmond. I realize that each development has their own special considerations. However, below are listed topics that I believe should be considered. Dick Fredlund said my previous submitted letters with charts, tables, and maps would be considered but recommended this cover letter to address the potential topics of a EIS.

IDENTIFICATION OF THE VERTICAL AND LATERAL EXTENT OF THE GEOLOGIC STRATA THAT INFLUENCES EROSION AND GROUND WATER MOVEMENT

The Ground Water distribution and its preferential movement is important when considering the location of Retention Ponds and its impact on the wetlands adjacent to Montevello and 202 Park (that floods). In the Wood Trails area ground water forms springs and sources of water to the stream wetlands that provide the only year round stream flow for wild life in the 202-Golf Course Canyon (see submitted charts). The ground water strata when saturated can create slumps such as the ones witnessed by the city and 202 neighbors. The cliff in the 202-Golf Course Canyon certainly provides a major hazard to the industrial park area if high density housing is perched nearby. Maximum seasonal discharge rates from the roads and the development should be quantified so more discussion would be included about the rate Retention Ponds will be expected to fill. This should include the expected suspended sediment amounts and predicted fill sediment fill rate of the pond and the potential fill of the industrial park's infiltration discharge system. Wetland plants should be described on the project slopes to monitor future water loss to slopes.

REDMOND EIS EFFORTS: 86 borings or cores were made to delineate the geologic formation names and their aerial distribution (isopach or strata thickness maps). Spring locations were correlated with these strata maps and then flow rates determined. The borings ranged in length from 40 to 200 feet in contrast to Triads Ass. cores that were mostly 5 feet in length with only one 20 feet long. Soil Management Excavations were made to provide detailed variation in attitude of sediment types. The most serious is the presence of Blue Clays that act as impermeable layers creating slip-slump surfaces and/or barriers to draining Retention Ponds. Over 450 water well logs covering 31 square miles were made to identify Ground Water directions and flow rates. A 11 million gallon Retention Pond Test was conducted to verify expected pond settlement rates. I was surprised to learn that the Bear Creek Plateau the geologic sand formation was Double Bluff and not Vashon Outwash (Esperance Sand) I believed formed the steep slopes of Woodinville. As in this EIS a glacial geologist expert should be able from the borings to map how these glacial strata vary laterally and vertically around the steep slopes of Woodinville.

THE TOPOGRAPHY AND SLOPE STABILITIES SHOULD BE ASCERTAINED

My discussion with one geologist at the meeting believed that King County should have a LIDAR Aerial Survey Map that would show the orientation of canyons and areas of steep slopes. Certainly such a topographic map is warranted for such a large development that may threaten the industrial park. In the Wood Trails area many trees show downslope undercutting of their roots suggesting even gentle slopes indicate surface drainage erosion. The tractor that recently dug exploratory holes had 3 foot track holes that indicate the potential of concrete foundation failures. Ron Hodge on 201st street used a tractor to remove a stump that caused the tractor to sink so deep that another tractor was used to retrieve the lowered one. Even in the Wellington Hills area concrete floors show such cracks and sidewalks disoriented due to unstable horizontal surfaces.

EROSION IS NOT CONSIDERED IMPORTANT IN TRIAD REPORT

p 3 of 3.2 "no major signs of erosion was observed"

p 5 of 4.1 "all drainage systems appear to have adequate capacities" (See appendix for below calculations)

COMPARISON OF A CANYON EROSION WITH CULVERT DISCHARGES

Two culverts occur at the same site leading into a large canyon south of the Barnes residency on 202 nd Street. One steel culvert drains primarily rapid street runoffs (1584 ft³/hour) while a concrete culvert drains a creek valley in late spring (12.7 ft³/hr). Road Drainage is 988 ft³/1 inch event and adjacent drainage area creates 563 ft³/1 inch or combined events of 1551 ft³/ 1 inch. Note this value compares favorably with max. rapid street runoff.

M-2
N-4

AMOUNT OF EROSION IN THIS CANYON The eroded gully next to these canyons is roughly 130 ft long and 2ft by 3 ft wide (780 ft³) while further downcreek 200 ft long and 4ft by 15 ft wide (12000 ft³); below projections uses a 7000 ft³ erosion sediment volume.

PROJECTED SEDIMENT VOLUMES TO THE DETENTION POND

Using a 370,260 ft²(10%) No. Upstream discharge of 3084 ft³/1 inch added to the Detention Basin 857,261 ft²(45%) Discharge of 32,134 ft³/ 1 inch the combine volume discharges would be 35,188 ft³/one inch event. This basin discharge is 22.7 times larger than the above culvert canyon sediment of 7000 ft³ or equivalent 161,000 ft³ deposited at the Detention Pond having a 188,000 ft³ volume.

Certainly rainfall and sediment accumulation in this pond and its removal becomes a very important consideration in this project.

CONSIDERATION OF THE 156th GOLF COURSE DISCHARGES AND CANYONS THAT OUTFLOW INTO THE INDUSTRIAL PARK

If the discharge of the 156th-Golf Course Discharge of 91,529 ft³/ 1 inch is 10 times the lower canyons discharge of 9152.9 ft³/ 1 inch their combine discharge into the industrial park 100,782 ft³/ one inch; This value and the detention pond discharge is 135,970 ft³/ 1 inch. These discharges into canyons containing leaves, street debris and the erosion of sediment should certainly have a major impact on the 12 inch diameter pipes that drain the industrial park. Not much discussion was made of suspended sediment concentrations and the porosities and permeabilities of the infiltration system.

This major Woodinville development needs a lot more work before the City and its taxpayers should approve this project.

~~p3~~

RH page 6 of 23

P6

DRAINAGE AREAS AND DISCHARGE CALCULATIONS

LOCATION AREA	DRAINAGE AREA	VOLUME/1 INCH	RAPID RUNOFF
GOLF COURSE-156	10,985,000 252 AC	915,290	10% 91,529
BARNES 202 CYN	Ft2	Ft3/1 INCH EVENT	Ft3/1 INCH EVENT
R1-A	777,400	64,781	10% 6,478
R1-B	169,000	14,078	10% 1,408
R1-C	152,100	12,670	10% 1,267
TOTALS	1,098,500 25.2 AC	91,529	10% 9,153
ABOVE TOTALS TO INDUSTRIAL PARK CANYON ENTRANCE			100,682
UPSTREAM R-2A	1,199,900 27.5 AC vs 21AC	99,952	(should also include R1-3A) 10% 9,995
BUILDING SITE (not obtained from final site locations-note differences			13.2 vs 14.6 AC)
R-3A (202 AREA)	270,400	22,532	45% 10,139
R-3B (201-198)	169,000	14,083	45% 6,337
R-3C (195)	135,200	11,266	45% 5,070
TOTALS	574,600 13.2 AC vs 14.6 AC	47,881	45% 21,546
SLOPE-UNDEVELOPED	1,385,800		POND 188,660
R-4	31.8 AC	115,479	10% 11,548
INDUSTRIAL PARK TO 144 th AVE			
	3,987,271	354,841	80% 283,873
TOTAL ABOVE RAPID RUNOFFS TO INDUSTRIAL PARK-144			416,096

202 CULVERT CALCULATIONS

DRAINAGE AREA IN VALLEY-barnes canyon = 253,500 ft² AREA ABOVE 149 = 67,600 ft²

202 + 149 ROAD AREAS = $250(30) + 220(20) = 11,900 \text{ ft}^2 \times .0833 = 988 \text{ ft}^3 / 1 \text{ inch event}$

STEEL CULVERT 202 $(.75) 3.14 = 1.76 \text{ ft}^2 \times (.25) = .44 \text{ ft}^3 / \text{sec} = 1584 \text{ ft}^3 / \text{hour}$

CONCRETE CULVERT 202 $600 \text{ ml} / 6 \text{ sec} / (1000 \times 28.3) = .00353 \text{ ft}^3 / \text{sec} = 12.7 \text{ ft}^3 / \text{hr}$

BELOW BARNES TO INDUSTRIAL PARK CANYON

24 inches wide (.75 inch deep)(9 inches/sec) = $162 \text{ in}^3 / \text{sec} = .09325 \text{ ft}^3 / \text{sec}$

= 336 ft³ / hour

24 inches wide (.5 inches deep)(6 inches/sec) = $72 \text{ in}^3 / \text{sec} (.0005787) = .041667 \text{ ft}^3 / \text{sec}$

= 150 ft³ / hour

RATIO BETWEEN GROUND WATER AT CULVERT VS GOLF COURSE-156 CANYON

$150 \text{ ft}^3 / \text{hr} / (1 / 12.7 \text{ ft}^3 / \text{hour}) = 11.8 \text{ times greater ground water spring runoff}$

RATIO BETWEEN STEEL CULVERT DISCHARGE VERSUS CONCRETE CULVERT

$1584 \text{ ft}^3 / \text{hr} / (1 / 12.7 \text{ ft}^3 / \text{hr}) = 124.7 \text{ times greater during maximum runoff}$

TEXT
P2

P7

EROSION OF SANDS THAT
UNDERMINE
TREES

LOESS FINE SAND

← DEPOSITS SIMILAR TO CLIFF

TREES OLDER THAN HOMES



WOULD NOT OCCUR IN
WOOD TRAILS DEVELOPMENT

EXHIBIT 43
PAGE 178 OF 230

g

g

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EXHIBIT 43
PAGE 15 OF 230

C

RH page 9 of 23



Dislodged broken culvert
that empties into the industrial drain pipes

43
16-220

EXHIBIT 43
PAGE 177F 270



RH Page 11 of 23

FEB 19 2006 e

AT THE GOLF COURSE SURFACE

OUTWASH SANDS FORMING CLIFFS

BLUE CLAYS CREATE GROUND WATER
SLIP AREAS & EROSION

NEARBY STRATIGRAPHIC SECTION

EXHIBIT 43
PAGE 178 OF 120

EXHIBIT
PAGE



178-12-173

EXHIBIT 45
PAGE 19 OF 230

Ground water ravine erosion
View of backside of root

24 Page 13 of 23



EXHIBIT 437
PAGE 6 OF 23

Close-up of discharging ground water
And hydrophytic devils club & root

RH Page 14 of 23

POWER 206

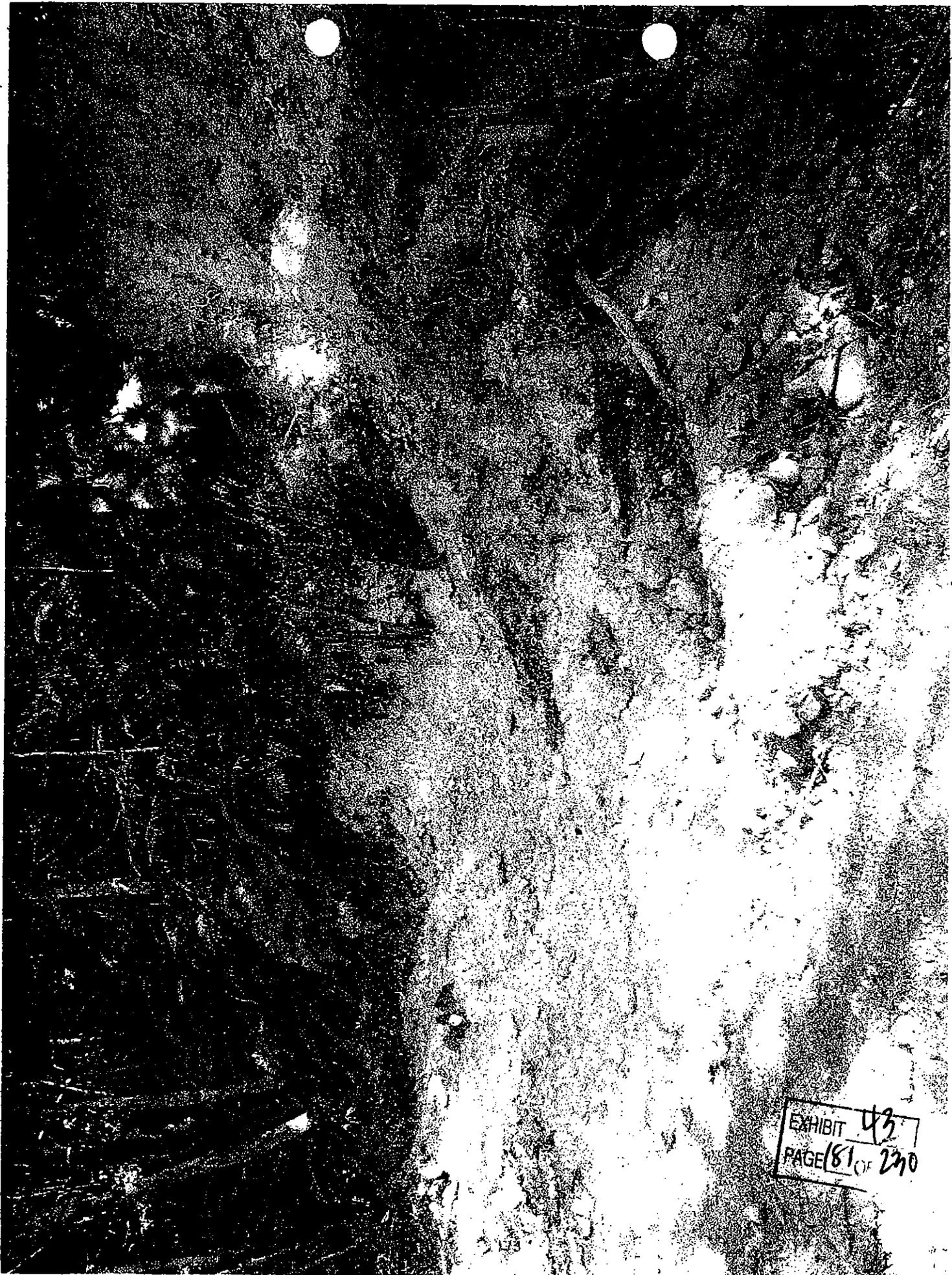


EXHIBIT 43
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2. DENSE = 1550 ↑ ABUNDANT FRAGMENTS 6

JANU TEST SITE

202



EXHIBIT 49
 PAGE 182-2310

PH Page 16 of 23 Q7. DENSE? 1539 FEW FRAGMENTS 3

M-1

CONCERNED NEIGHBORS WELLINGTON

COMPARE ↑
LOT SIZES →

PHOENIX - WOOD TRAILS

UNBUILDABLE AREA

INDUSTRIAL ZONING

INDUSTRIAL PARK

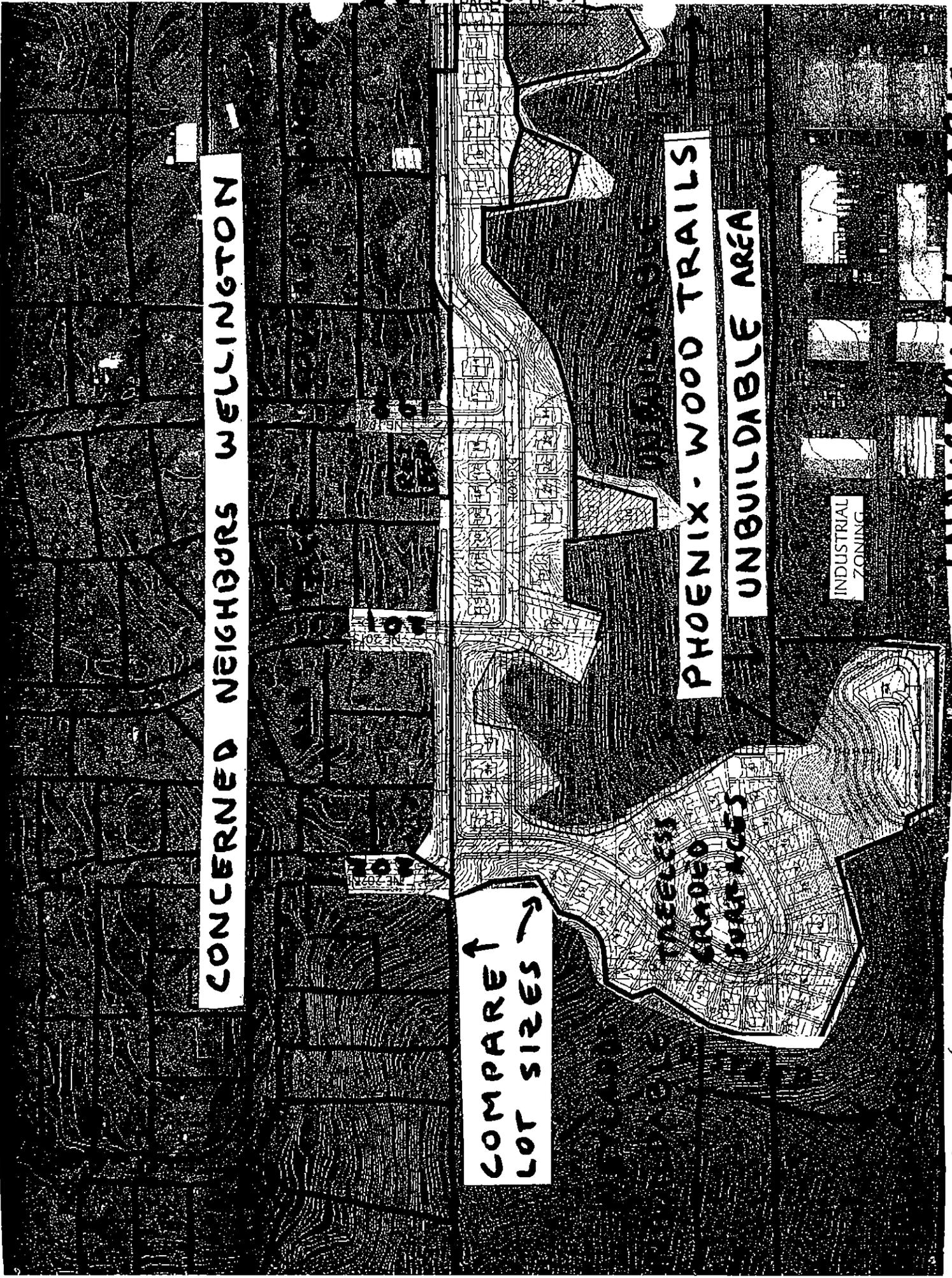


EXHIBIT 43
PAGE 84 OF 230

Dick Fredlund

From: Ray Sturtz
Sent: Tuesday, April 18, 2006 4:43 PM
To: Catherine Borghes; Dick Fredlund
Subject: FW: Party of REcord Request

Ray Sturtz, Community Development Director
17301 133 Avenue NE
Woodinville, WA. 98072
phone: 425-489-2757 ext. 2281
fax: 425-489-2756

From: Makhdoom Ahmed [mailto:makhdoom_family@yahoo.com]
Sent: Tuesday, April 18, 2006 12:58 PM
To: Ray Sturtz
Subject: Party of REcord Request

I would like to become a Party of Record for Wood Trails and Montevallo.

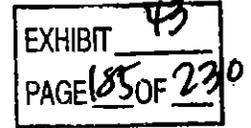
Makhdoom Ahmed
14849 NE 195th street
Woodinville, WA 98072

Thank you!

Yahoo! Messenger with Voice. Make PC-to-Phone Calls to the US (and 30+ countries) for 2¢/min or less.

Concerned Neighbors of Wellington

"Dedicated to Preserving the Character of the Wellington Neighborhood"



December 13, 2006

Cindy Baker
City of Woodinville
17301 - 133rd Ave NE
Woodinville, WA 98072

Subject: Request for Extension of Review Period for the EIS for the Proposed
Wood Trails/Montavello Developments

Dear Ms. Baker,

On behalf of the Concerned Neighbors of Wellington (CNW), we are requesting a 60-day extension of the review period of the Final Environmental Impact Statement (FEIS) for the proposed Montavello/Wood Trails Developments within the City of Woodinville.

Based on the reviews conducted previously by CNW and other citizens of Woodinville of the Draft EIS (DEIS), there were numerous omissions, inconsistencies, and inaccurate representations in the document. We are concerned that sufficient time be allowed to evaluate changes and additions to the DEIS that would be necessary to address these shortcomings.

When one considers the scope and complexity of the project and that over seven months were spent to revise the DEIS, we think it very reasonable to request a 60-day extension. We also anticipate that the technical experts we are interested in retaining will require additional time to evaluate the issues at hand and prepare for presentations at hearings.

Moreover, the FEIS is being released during the most extensive holiday season of the year and we respectfully request a response to our request not later than the close of business, Friday, December 15.

I would prefer that you would reach me by phone, fax, or email: Phone: 425-821-1111, Fax: 425-821-3587, Email: Fred@GreenFinancial.com.

Thank you for your consideration.

Sincerely,

Fred Green

Fred A. Green
President

cc: Rick Aramburu, Attorney at Law, Steve Munson, Connie Fessler

P.O. Box 2968, Woodinville, WA 98072-2968
Concerned Neighbors of Wellington is a Washington Non-Profit Corporation

COPY

EXHIBIT	43
PAGE	186 OF 270

From: George M. White [mailto:gmskwhite@msn.com]
Sent: Wednesday, December 13, 2006 9:04 PM
To: Cindy Baker
Cc: cfessler@cl.woodinville.wa.us; Steve Munson
Subject: Wood Trails Montevallo FEIS

To: Cindy Baker,

We appreciate receiving notification that the Final Environmental Impact Statement for Wood Trails/Montevallo is now available for citizen review.

However, we would like to ask for more than 7 days for citizen review of this lengthy and complex document. A 60 day citizen review period seems reasonable. Please consider the following to justify an extended citizen review period:

- 1) The size, complexity and large scope of the document, as well as extensive revisions from the original DEIS require more than 7 days for review.
- 2) The City had 9 months to respond to comments from the DEIS and you are allowing your citizens only 7 days to review and respond. I would hope that you would consider the appearance of such a shortened citizen response period and instead promote the idea that the City and its citizens can work together. Please don't "railroad" this process at this critical time.
- 3) The City of Woodinville, both as a city, and as a community, has never processed any DEIS or FEIS. By extending the citizen review period to a reasonable time (60 days), I would think the City and the Community would both profit from a sense of "working together" on community issues.
- 4) The fact that you have publically released the FEIS document on December 13th for just a 7 day review at this busy/holiday time may serve to willingly or unwillingly limit public input. I would hope that you would extend the citizen review time to allow your citizens, as well the City, to give full thought to this very important FEIS.

Please be fair to your citizens and extend the review period for the Final Environmental Impact Statement for Wood Trails/Montevallo.

Thank you,
George & Sandra White
14818 NE 195th Street
Woodinville, WA 98072

12/18/2006

Concerned Neighbors of Wellington

"Dedicated to Preserving the Character of the Wellington Neighborhood"

EXHIBIT 43
PAGE 187 OF 270

December 13, 2006

Cindy Baker
City of Woodinville
17301 - 133rd Ave NE
Woodinville, WA 98072

RECEIVED
DEC 18 2006
City of Woodinville

Subject: Request for Extension of Review Period for the EIS for the Proposed Wood Trails/Montavello Developments

Dear Mrs. Baker,

On behalf of the Concerned Neighbors of Wellington (CNW), we are requesting a 60-day extension of the review period of the Final Environmental Impact Statement (FEIS) for the proposed Montavello/Wood Trails Developments within the City of Woodinville.

Based on the reviews conducted previously by CNW and other citizens of Woodinville of the Draft EIS (DEIS), there were numerous omissions, inconsistencies, and inaccurate representations in the document. We are concerned that sufficient time be allowed to evaluate changes and additions to the DEIS that would be necessary to address these shortcomings.

When one considers the scope and complexity of the project and that over seven months were spent to revise the DEIS, we think it very reasonable to request a 60-day extension. We also anticipate that the technical experts we are interested in retaining will require additional time to evaluate the issues at hand and prepare for presentations at hearings.

Moreover, the FEIS is being released during the most extensive holiday season of the year and we respectfully request a response to our request not later than the close of business, Friday, December 15.

I would prefer that you would reach me by phone, fax, or email: Phone: 425-821-1111, Fax: 425-821-3587, Email: Fred@GreenFinancial.com.

Thank you for your consideration.

Sincerely,

Fred Green

Fred A. Green
President

cc: Rick Aramburu, Attorney at Law, Steve Munson, Connie Fessler

RECEIVED
DEC 21 2006
CITY OF WOODINVILLE
DEVELOPMENT SERVICES

P.O. Box 2968, Woodinville, WA 98072-2968
Concerned Neighbors of Wellington is a Washington Non-Profit Corporation

To: Cindy Baker,

We appreciate receiving notification that the Final Environmental Impact Statement for Wood Trails/Montevallo is now available for citizen review.

However, we would like to ask for more than 7 days for citizen review of this lengthy and complex document. A 60 day citizen review period seems reasonable. Please consider the following to justify an extended citizen review period:

- 1) The size, complexity and large scope of the document, as well as extensive revisions from the original DEIS require more than 7 days for review.
- 2) The City had 9 months to respond to comments from the DEIS and you are allowing your citizens only 7 days to review and respond. I would hope that you would consider the appearance of such a shortened citizen response period and instead promote the idea that the City and its citizens can work together. Please don't "railroad" this process at this critical time.
- 3) The City of Woodinville, both as a city, and as a community, has never processed any DEIS or FEIS. By extending the citizen review period to a reasonable time (60 days), I would think the City and the Community would both profit from a sense of "working together" on community issues.
- 4) The fact that you have publically released the FEIS document on December 13th for just a 7 day review at this busy/holiday time may serve to willingly or unwillingly limit public input. I would hope that you would extend the citizen review time to allow your citizens, as well the City, to give full thought to this very important FEIS.

Please be fair to your citizens and extend the review period for the Final Environmental Impact Statement for Wood Trails/Montevallo.

Thank you,
George & Sandra White
14818 NE 195th Street
Woodinville, WA 98072

CC: Connie Fessler
CC: Steve Monson

RECEIVED
DEC 14 2006
CITY OF WOODINVILLE
DEVELOPMENT SERVICES

Susie McCann

From: Jennifer Hallman [jenhallman@hotmail.com]
Sent: Thursday, December 14, 2006 10:36 AM
To: Cindy Baker
Cc: Connie Fessler; Susie McCann; Steve Munson
Subject: FEIS Document

COPY

Importance: High

Dear Ms. Baker:

I appreciate the work the City of Woodinville has done to publish the Final Environmental Impact Statement for the R1 area in Wellington. I would like to request 60 days to review the document, not merely seven days. This document is extremely large and very complexity. It will require additional time (especially as the holidays are approaching) for citizens to properly review and comment on the contents of the document.

In an effort to continue to fairly involve the voters please extend this deadline. It is important for the City of Woodinville to demonstrate their desire for community involvement in this significant project. As you commented in a city news release "the combined projects are one of the largest residential developments in the City's history." A project of this scope deserves a 60 time period for citizens to review.

Thank you for your consideration.

Sincerely,

Jennifer Hallman and Derek Luhn

19160 160th AVE NE
Woodinville, WA 98072

425-415-0447

cc: Connie Fessler, Susie McCann, Steve Munson

COPY

Susie McCann

From: Barbara_Czuba@berlex.com
Sent: Thursday, December 14, 2006 1:40 PM
To: Cindy Baker; Susie McCann
Cc: cfessler@ci.woodinville.wa.us; Steve Munson; bczuba@aol.com
Subject: FEIS - Montevallo / Wood Trails: Request for a longer public review period

EXHIBIT 43
PAGE 1900F 230

Dear Ms. Baker and Ms. McCann --

In order to effectively review and comment upon the Wood Trails and Montevallo Final Environmental Impact Statement (FEIS) that was just issued yesterday (Dec 13, 2006), I would like to request that the City of Woodinville please provide a 60-day public review and comment period for this FEIS document rather than the deadline of 7-days from date of publication.

The reason I request this longer public review and comment period is due to the following:

1) The size and complexity of the FEIS document for the Wood Trails and Montevallo developments

In order to effectively review and ensure that all of the comments and concerns of the Wellington area citizens have been addressed appropriately and accurately within this FEIS document, I feel that a longer review period is required.

A 60-day public review period will provide the citizens of Woodinville the opportunity to thoroughly and rigorously review the FEIS document to ensure that the best possible development plan is ultimately implemented within the Wellington area of Woodinville.

The proposed Montevallo / Wood Trails developments will permanently alter the character and quality of the Wellington neighbor. This fact thus demands that we as Woodinville citizens ensure that our concerns have been accurately and effectively addressed within the FEIS for the Wood Trails and Montevallo developments. A 60-day public review period provides the amount of review time that is required for a document of this type.

2) Due to the overall number and complexity of our concerns and comments, as issued to the City of Woodinville during our review of the DEIS, I feel that the FEIS will be extensively revised from what was submitted originally as the DEIS. Thus, in order to thoroughly and rigorously review the FEIS with respect to answering all of our concerns and comments, I feel a longer public review period of 60-days is required.

This longer 60-day review period will ensure that the FEIS has indeed appropriately and accurately addressed all of our concerns and comments to the DEIS. Additionally, this longer public review period will ensure that the FEIS will result in new developments within the Wellington area that do not negatively alter the character and quality of our neighbor, as well as the City of Woodinville.

Thank you so much for your time and consideration,

Barbara Czuba
Wellington area resident
NE 203rd Place

Woodinville, WA

EXHIBIT	43
PAGE	191
OF	220

Susie McCann

From: Tatarsky, John [John.Tatarsky@affiliatedfm.com]
Sent: Friday, December 15, 2006 3:21 PM
To: Cindy Baker
Cc: Susie McCann; cfessler@ci.woodinville.wa.us; Steve Munson; Mary & John Tatarsky
Subject: Woodtrails FEIS - Request for more time to review

Hello Ms Baker.

I am a resident of Woodinville, and I commented on the Draft Environmental Impact Statement for the proposed Woodtrails development in Woodinville.

I just now found out the final Environmental Impact Statement has been released, and that you are only allowing 7 days for public review and comment??! I have a full time job, and this is not nearly enough time for me to read what amounts to around 1,500 pages of information!

I fail to understand why you are allowing so little time for interested parties to read and digest this final statement; it is not only an inconvenient time of year to find the time to study this, but with the wind storm last night I do not have electrical power, and will not be able to access your web site to review the document until power is restored (at this point, they are saying it may take several days).

I am writing this note from my office at work, imploring you to provide at the minimum at least 30 days for interested parties to review the FEIS. Sixty days would be even better. I have to believe there are many other interested people who also need more time to review this document. If an impartial and thorough review process is desired by the City, the right thing to do will be to extend the comment period for this FEIS.

Please let me know your decision.

Thank you.

John Tatarsky
15112 NE 198th Street
Woodinville, WA 98072

425-402-6355

12/16/06

City of Woodinville

We are requesting a 60 day
delay in the deadline to review the
FEIS. We have not even been able to
print it out before we lost power

Sincerely

Luc C Sharon Cemesa
15103 NE 202nd

(425) 486-0956

RECEIVED

DEC 18 2006

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

Susie McCann

From: Cindy Baker
Sent: Monday, December 18, 2006 9:05 AM
To: Susie McCann
Subject: FW: I need more than 7 days to review Wellington FEIS

COPY

From: Dinocarle@comcast.net [mailto:Dinocarle@comcast.net]
Sent: Thursday, December 14, 2006 9:22 PM
To: Cindy Baker
Cc: cfessler@ci.woodinville.wa.us; Steve Munson
Subject: I need more than 7 days to review Wellington FEIS

Please allow 60 days to review the FEIS. It is unreasonable and poor public service to allow only 7 days to review a document that impacts the safety of our children and the quality of our lives here in the Wellington neighborhood.

This is a large, complicated document, and the city should take that into account. After all, the City of Woodinville, employing professionals whom we citizens pay for, has needed 9 months to review this document.

Please reply with your answer.

Thank You,

Dino Cecchetto

Susie McCann

From: Cindy Baker
Sent: Monday, December 18, 2006 9:06 AM
To: Susie McCann
Subject: FW: Wood Trails/Montevallo Final EIS Review

COPY

From: Griffin [mailto:hotterwill@comcast.net]
Sent: Thursday, December 14, 2006 3:53 PM
To: Cindy Baker
Cc: cfessler@ci.woodinville.wa.us; Steve Munson
Subject: Wood Trails/Montevallo Final EIS Review

To: Woodinville City Staff
Date 12/14/06
RE Wood Trails/Montevallo Final EIS Review

I request a 60 day delay on the deadline for responding to the Final EIS. This is a new process for both the city staff and the citizens of Woodinville, let's not rush this. I and my family are in the process of preparing for the holidays, redoing the interior of our home, and putting together travel plans for the holidays, having to take the additional time to review such a large complicated document as the FEIS in just 7 days is adding more stress to my family. Please delay the deadline to give me a chance to do a complete review of this complex and large document.

Also, since the City Staff has had over 9 months to respond to the Draft EIS and is now giving me only 7 days to review and comment on the Final EIS, don't you find that a delay is the right thing to do?

Thank you!

Cliff and Sheri Griffin
14907 NE 198th Street
Woodinville WA 98072
425-485-4864

—
No virus found in this outgoing message.
Checked by AVG Free Edition.
Version: 7.1.409 / Virus Database: 268.15.18/586 - Release Date: 12/13/2006

12/18/2006

Susie McCann

From: Cindy Baker
Sent: Monday, December 18, 2006 9:06 AM
To: Susie McCann
Subject: FW: EIS

COPY

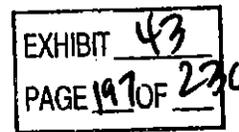
From: robert day [mailto:m-mday1@msn.com]
Sent: Thursday, December 14, 2006 5:20 PM
To: Cindy Baker
Cc: cfessler@ci.woodinville.wa.us; Steve Munson; Fred Green
Subject: EIS

Dear Cindy,

My wife and I have just started looking at the recently published EIS for the Woodtrails and Montevello sub divisions. I would respectfully request more time to review this extensive and complicated document. We have specific issues we have brought up to the City in a previous letter and need adequate time to make sure those issues have been addressed. The City has had 9 months to draft this cumbersome document, we feel it only fair that we get 60 days to go through it line by line. The upcoming holidays are hectic enough without the added pressure of working our way through this text.

Please let us have a fair amount of time to review your document. We anxiously await your response.

Mark and Marie Day
20219 151st Avenue NE
Woodinville
485 2656

**Susie McCann**

From: Cindy Baker
Sent: Monday, December 18, 2006 9:07 AM
To: Susie McCann
Subject: FW: Request adequate period of time for FEIS Review

From: Becky Warden [mailto:beckynell@comcast.net]
Sent: Thursday, December 14, 2006 12:25 PM
To: Cindy Baker
Cc: cfessler@ci.woodinville.wa.us; Steve Munson
Subject: Request adequate period of time for FEIS Review

Dear Cindy,

I read yesterday about the FEIS for the dense developments of Wood Trails and Montevallo in the Wellington Neighborhood. I am dismayed by the timing of the release of this document, as well as the short review period. This is particularly difficult timing as the holidays are approaching and people will likely be preoccupied with family. I request a 60 day delay in this deadline. The document is extensive, and it will take time to review it to see that ALL of my concerns were addressed.

I can't help but feel that the city is allowing the rights of developers to supersede the rights of current property owners and taxpayers in Wellington. In my work as a driver, I am daily affected by the heavy and slow traffic in the corridor down 132nd, past Woodin Elementary, and over the 522 interchange. The development along this road has been dense and the infrastructure has not been addressed to accommodate the added people and cars. I will do all I can to stop the same unconscionable and dangerous development along 156th street.

Sincerely,
Wellington Property owner,
Becky Warden

12/18/2006

Susie McCann

From: Cindy Baker
Sent: Monday, December 18, 2006 9:08 AM
To: Susie McCann
Subject: FW: A letter of concern... Corrected letter with Susie McCann and Connie Fessler.)

(Please share this email

COPY

-----Original Message-----

From: RoyG [mailto:piaschool@comcast.net]
Sent: Wednesday, December 13, 2006 11:47 PM
To: Cindy Baker
Cc: Steve Munson
Subject: FW: A letter of concern... Corrected letter (Please share this email with Susie McCann and Connie Fessler.)

-----Original Message-----

From: RoyG [mailto:piaschool@comcast.net]
Sent: Wednesday, December 13, 2006 11:35 PM
To: CindyB@ci.woodinville.wa.us
Cc: cfessler@ci.woodinville.wa.us; SteveM@ci.woodinville.wa.us
Subject: A letter of concern... (Please share this email with Susie McCann also.)

December 13, 2006

To the Woodinville City Staff,

The Final Environmental Impact Statement has been completed and published today, December 13, 2006. The city staff,

involving a significant number of people, spent 9 months to read, research, and respond to the letters and statements

pertaining to the Draft Environmental Impact Statement of March, 2006. It appears to have taken the city's employees more

time to complete this document than they realized at the start of this process. The citizens of Woodinville were willing to

wait for this extended period of time in order to have their concerns acknowledged in the FEIS

document and to have their numerous issues addressed in a thorough manner. Now, it would seem to be only fair and reasonable

that the citizens be given adequate time to review the FEIS themselves. Seven days is definitely not adequate or

acceptable, especially compared with the nine months the city staff was

permitted. The City of Woodinville has never

processed a DEIS/FEIS document before, and the community is learning as well as the process unfolds. This time of the year

itself is already filled with obligations, vacations, travel, a variety of holidays celebrations and a very hectic schedule

for most of us. It is necessary to give sufficient time to the citizens of Woodinville that you represent so they may

fulfill their responsibility and have sufficient time to read the FEIS. A period of 60 days is a fair request. I would ask

that the city staff make this effective immediately, so we may all enjoy this holiday season.

Sincerely,

Roy and Sharon Ghazimorad

Susie McCann

From: Connie Fessler
Sent: Monday, December 18, 2006 9:26 AM
To: grubstello@omwlaw.com
Cc: Cindy Baker; Steve Munson; Susie McCann
Subject: RE: FEIS Appeal

Thanks, Greg. We will get this out to folks. I'm sure questions will come up at the meeting tonight. I think I will have copies of our statement available to cut down on the public comment. See you tonight.

-----Original Message-----

From: Jim Katica
Sent: Monday, December 18, 2006 9:17 AM
To: Connie Fessler
Subject: FW: FEIS Appeal

COPY

-----Original Message-----

From: Greg A. Rubstello [mailto:grubstello@omwlaw.com]
Sent: Monday, December 18, 2006 8:38 AM
To: cfessler@ci.woodinville.wa.us
Cc: Jim Katica
Subject: FEIS Appeal

Connie,

A public message from the City regarding the time to appeal the Wood Trails and Montaveallo Subdivisions FEIS could read as follows:

Since a number of citizens have questioned the City staff as to the time for filing an appeal of the Wood Trails and Montevallo Subdivisions Final Environmental Impact Statement, the following statement is issued as public information.

The State Environmental Protection Act ("SEPA") allows for administrative appeals at the local agency level and for judicial appeals of a Final Environmental Impact Statement ("FEIS"). Administrative appeals at the local agency level are optional with the local agency. The City Planning Director has recently issued an Administrative Interpretation of the Woodinville Environmental and Development Regulations and determined that there currently is no local ordinance providing for an administrative appeal of a FEIS. This means that a judicial appeal of the Wood Trails and Montaveallo Subdivisions FEIS is the only available means of appeal.

The rules for judicial appeals of an FEIS can be found in the Washington Administrative Code at WAC 197-11-680 (4). In part, these rules state the following:

(b) When SEPA applies to a decision, any judicial appeal of that decision potentially involves both those issues pertaining to SEPA (SEPA issues) and those which do not (non-SEPA issues). RCW 43.21C.075 establishes time limits for raising SEPA issues, but says that existing statutes of limitations control the appeal of non-SEPA issues. The

statute contemplates a single lawsuit.

EXHIBIT 43
PAGE 25 OF 270

(c) If there is a time limit established by statute or ordinance for appealing the underlying governmental action, then appeals (or portions thereof) raising SEPA issues must be filed within such time period.

The decision of the Woodinville City Council to approve or deny a subdivision application is a land use decision which may be appealed by following the provisions of the Land Use Petition Act ("LUPA") in Chapter 36. 70C RCW. LUPA appeals must be served and filed within 21 days of the decision by the City Council. SEPA claims may be included within the LUPA appeal. Any SEPA claims not included within the appeal of the decision to approve or deny the subdivision application will likely be waived.

Summary: Any appeal of the Wood Trails and Montevallo Subdivisions Final Environmental Impact Statement is timely made if included in a timely served and filed LUPA appeal of the underlying decision to approve or deny the subdivision application. The LUPA appeal must be served within 21 days of the decision by the City Council to approve or deny the subdivision application.

The foregoing message is not intended as legal advice and anyone considering an appeal of the Wood Trial and Montevallo Subdivisions Final Environmental Impact Statement should consult their own attorney for legal advice.

Call me if questions or if I can be of further assistance. Otherwise, I will see you a tonight's meeting.

Greg Rubstello

Susie McCann

EXHIBIT 43
PAGE 202 OF 230

From: Cindy Baker
Sent: Monday, December 18, 2006 10:50 AM
To: Connie Fessler; Susie McCann
Subject: FW: Please extend the deadline for FEIS response

-----Original Message-----

From: Jenson, Matthew O [mailto:matthew.o.jenson@boeing.com]
Sent: Monday, December 18, 2006 9:41 AM
To: Cindy Baker
Cc: cfessler@ci.woodinville.wa.us; Steve Munson; Cathy VonWald; Hank Stecker
Subject: Please extend the deadline for FEIS response

Dear Ms. Baker et al.,

I was finally able to get back online this morning from a friend's house in Redmond. Prior to Thursday night, review of the Wood Trails & Montevallo FEIS had been near the top of my priority list. However, the big storm has quickly reoriented my list. Since Thursday, my primary concern has been the care of my family (from a hotel in Seattle) and the clean up of downed trees on my property.

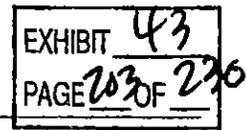
When I first learned that the FEIS was formally released last week, I was disappointed. As evidenced by the number and thoroughness of the comments to the DEIS, it should be clear that a significant number of residence are very interested in participating in the process. In fact, it took the city nine months to process and respond to all of the comments. It seemed disingenuous that the city should release the FEIS in the thick of the Holiday season when residents' schedules could least accommodate the time required to review such an extensive document in such a short time frame. But, I was prepared to sacrifice a large part of an important pre-Holiday weekend to do just that.

However, the storm changed everything. With power still out and my family displaced for who knows how much longer, I simply cannot meet the 7 day deadline for reviewing the FEIS. I sincerely hope that the city will find a way to extend the deadline beyond the originally planned 7 days to at least 30 days, if not 60 days.

Sincerely,

Matt Jenson - Engineering, Operations & Technology Financial Services IT -
Business Analyst
206-713-6069 (Cell) / 425-865-1949 (Office) / 425-830-2981 (Personal
Cell)

* I would normally use my personal email for this type of letter, but that was not possible due to the storm. So, all the standard legalize should apply... This email reflects only my opinions and does not in anyway represent the position of The Boeing Company, etc...



Susie McCann

From: Cindy Baker
Sent: Monday, December 18, 2006 2:13 PM
To: Connie Fessler
Cc: Susie McCann
Subject: FW: We need more time to review the FEIS statement!!!
Importance: High

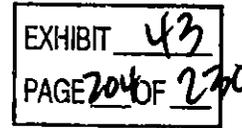
From: Orton, Gregory [mailto:grego@amazon.com]
Sent: Monday, December 18, 2006 12:41 PM
To: Cindy Baker
Cc: cfessler@ci.woodinville.wa.us; Steve Munson
Subject: We need more time to review the FEIS statement!!!
Importance: High

Hello Cindy, Connie and Steve (and others who hold Woodinville's future in their hands),

As a lifetime resident of Woodinville (and Wellington), I am appalled at the leadership that might take my wonderful little country town and turn it into a sprawling eye sore of a community, not unlike what you see in Lake Stevens. Developers must have a powerful influence over you and like many situations, I'm guessing it comes down to money. Please correct me if I am wrong and tell me why you would ever entertain the idea of 4-8 homes per acre in the Wellington area? Also, why would you publish such a large document (the FEIS published on your web site) and only give your citizens 7 days to respond after you've had 9 months to review? There is no way you can expect your constituency to fully comprehend such a large document in such little time, especially after the storm that came through and given the holidays. I am asking for at least a 60 day delay in the deadline if not more.

As our community leaders we expect you to be on our side when it comes to playing politics of this kind. Are you not hearing us? We are watching what's going on with this and the Brightwater project and it wrecks of foul play. How do you expect to be re-elected when the cry from your constituency is to stop this from moving forward? Can any of you provide concrete examples of why this is a good idea. We have not heard any reasonable response from the City of Woodinville as to why this is good for the citizens of Woodinville. Maybe this can be your opportunity to get my family and friends votes back. Myself and others will be sending my hard earned money to lawyers to fight this cause. Lawyers aren't cheap and we're doing it anyways. I'm also writing your names beside the check entry to remind me that your decisions are why I've sent the check.

Please make us feel confident that you are in office for us, and not sprawling developments that bring in more tax dollars. Thank you for your time and responses.



Susie McCann

From: Cindy Baker
Sent: Monday, December 18, 2006 4:38 PM
To: Orton, Gregory
Cc: Susie McCann
Subject: RE: We need more time to review the FEIS statement!!!
Attachments: Dec 18, 2006 WT Montevallo.TIF

COPY

Dear Mr. Orton,

In response to the many email inquiries about the Final EIS Montevallo and Wood Trails rezone and subdivision, we are attaching an official statement from the City to assist the public in understanding their next steps. We hope this information assists you in participating in the on-going process.

If you have any questions, please contact Susie McCann in my absence.

Sincerely,

Cindy Baker (sg)

This email is being sent for Cindy Baker who is currently out of town and unavailable.

From: Orton, Gregory [mailto:grego@amazon.com]
Sent: Monday, December 18, 2006 12:41 PM
To: Cindy Baker
Cc: cfessler@ci.woodinville.wa.us; Steve Munson
Subject: We need more time to review the FEIS statement!!!
Importance: High

Hello Cindy, Connie and Steve (and others who hold Woodinville's future in their hands),

As a lifetime resident of Woodinville (and Wellington), I am appauled at the leadership that might take my wonderful little country town and turn it into a sprawling eye sore of a community, not unlike what you see in Lake Stevens. Developers must have a powerful influence over you and like many situations, I'm guessing it comes down to money. Please correct me if I am wrong and tell me why you would ever entertain the idea of 4-8 homes per acre in the Wellington area? Also, why would you publish such a large document (the FEIS published on your web site) and only give your citizens 7 days to respond after you've had 9 months to review? There is no way you can expect your constituency to fully comprehend such a large document in such little time, especially after the storm that came through and given the holidays. I am asking for at least a 60 day delay in the deadline if not more.

As our community leaders we expect you to be on our side when it comes to playing politics of this kind. Are you not hearing us? We are watching what's going on with this and the Brightwater project and it wreaks of foul play. How do you expect to be re-elected when the cry from your constituency is to stop this from moving forward? Can any of you provide concrete examples of why this is a good idea. We have not heard any reasonable response from the City of Woodinville as to why this is good for the citizens of Woodinville. Maybe this can be your opportunity to get my family and friends votes back. Myself and others will be sending my hard earned money to lawyers to fight this cause. Lawyers aren't cheap and we're doing it anyways. I'm also writing your names beside the check entry to remind me that your decisions are why I've sent the check.

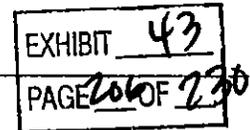
We need more time to review the FEIS statement!!!

Page 2 of 2

Please make us feel confident that you are in office for us, and not sprawling developments that bring in more tax dollars. Thank you for your time and responses.

gregorton senioruserinterfacedesigner amazon.com x-61163 • "design is the result of thinking..."

EXHIBIT	43
PAGE	205 OF 230

Susie McCann

From: Cindy Baker
Sent: Monday, December 18, 2006 4:50 PM
To: Frank White
Cc: cfessler@ci.woodinville.wa.us; Steve Munson; Susie McCann
Subject: RE: Request adequate period of time for FEIS Review
Attachments: Dec 18, 2006 WT Montevallo.TIF

COPY

Dear Mr. White,

In response to the many email inquiries about the Final EIS Montevallo and Wood Trails rezone and subdivision, we are attaching an official statement from the City to assist the public in understanding their next steps. We hope this information assists you in participating in the on-going process.

If you have any questions, please contact Susie McCann in my absence (susiem@ci.woodinville.wa.us, phone #425-489-2754, Ext. 2272).

Sincerely,

Cindy Baker (sg)

This email is being sent for Cindy Baker who is currently out of town and unavailable.

From: Frank White [mailto:white.frank@comcast.net]
Sent: Thursday, December 14, 2006 12:53 PM
To: Cindy Baker
Cc: cfessler@ci.woodinville.wa.us; Steve Munson
Subject: Request adequate period of time for FEIS Review
Importance: High

Dear Cindy,

I read yesterday about the FEIS for the dense developments of Wood Trails and Montevallo in the Wellington Neighborhood. I am dismayed by the timing of the release of this document, as well as the short review period. This is particularly difficult timing as the holidays are approaching and people will likely be preoccupied with family. I request a 60 day delay in this deadline. The document is extensive, and it will take time to review it to see that ALL of my concerns were addressed.

I can't help but feel that the city is allowing the rights of developers to supersede the rights of current property owners and taxpayers in Wellington. In my work as a driver, I am daily affected by the heavy and slow traffic in the corridor down 132nd, past Woodin Elementary, and over the 522 interchange. The development along this road has been dense and the infrastructure has not been addressed to accommodate the added people and cars. I will do all I can to stop the same unconscionable and dangerous development along 156th street.

Sincerely,
 Wellington Property owner,
 Frank White

12/18/2006

December 18, 2006

EXHIBIT 43
PAGE 201 OF 230

City of Woodinville
17301 - 133rd Ave NE
Woodinville, WA 98072

RECEIVED

DEC 19 2006

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

Rec'd letter
from City
dated
12-18-06

ATTN: Cindy Baker, Director of Development Services

RE: FEIS Wood Trails and Montevale

Though I did not read it in the Woodinville Weekly announcement of December 11th, nor in the Notice of FEIS sent by Cynthia Baker dated December 13th, I understand there is a 7 day deadline, December 20th, to respond before the case is handed over to the Hearing Examiner for review.

I would request the 7 day deadline to respond be extended 60 days for the following reasons:

- 1) The FEIS documents posted to the Woodinville website was not complete (was missing several appendices) December 13th, thus the date of issuance is incorrect.

- 2) This is a very large and detailed document with extensive revisions expected since the Draft EIS. It will take time to review, compare to the DEIS and compile comments.
- 3) The document was posted to the City website December 13th, just a day before the largest wind storm in history hit the area, taking out power to 750,000 customers in King County alone. It is impossible to access the city's website, visit the Woodinville library or Kenko's when none have electricity.
- 4) As of December 18th the area is still without power and no expected date for service to resume from Puget Sound Energy, making it difficult to impossible for those interested in reviewing the Final EIS.
- 5) After 9 months of review the Final EIS was posted 10 days before Christmas Eve, only a few days before people hoped guests or left town for the holiday.

6) processing. The DEIS and FEIS is a "first" for the city of Woodinville and the community. There is a great deal at stake to our way of life, the environment and the wildlife and all due diligence must be taken.

EXHIBIT 43
PAGE 20 of 30

7) Considering the City needed 9 months to respond to the Draft EIS public comments, I would respectfully request the deadline for public comment be extended at least 60 days, so the citizens of Woodinville may provide quality feedback to the FINAL Environmental Impact Statement before the Hearing Examiner review.

Thank you,

Shani Parrott

SHANI PARROTT
16212 NE 200th CT
Woodinville, WA 98072
425.482.7992 (home)

cc: Connie Fessler
Susie McCann
Stwe Munson

RECEIVED REC & LEASER

DEC 19 2006

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

REC & LEASER
Burr City
CATED
12/18/06

Julie Darratt

16212 NE 200th CT

Woodinville, Wa 98072

December 19, 2006

EXHIBIT 43
PAGE 219 OF 220

City of Woodinville

RE: FEIS For WoodTrails / Montevallo

(I) I would like to request an extension on the reply deadline. There are many reasons for this.

- ① The City has ~~two~~ years to review, yet they are only allowing the citizens 7 days
- ② the City released the FEIS with a deadline of December 20, 2006 just days before the biggest and most family oriented holiday of the year. This action alone clouds the City's motive / actions.
- ③ The worst wind / winter storm in over 10 years hits Woodinville and I personally have been without power for 6 days now.
- ④ Under these circumstances, without power, it has not been possible to download the FEIS. Kinko's has been closed due to no electricity as well.

(II) I would think the City of Woodinville would put the concerns of the residents before developers.

- ① The suspiciously innocuous notice announcing the publishing of The FEIS hints at possible cover up and collusion. The City is aware that

The entire community has been awaiting the FEIS for at least a year. One has to ponder the small print the City used.

- (iii) Each citizen is legally entitled to review the FEIS and verify that it addresses each and every concern I expressed in rebuttal to the EIS.
- (iv) This is the most complicated FEIS ever in Woodville history. Over the last year at many Council meetings we know that there were hundreds of flaws and so many gaping holes in the EIS that it should not have even passed Pete Reese's / Ray Sturtz's desks. Please allow time for adequate review. This process is in everyone's best interest.
- (v) I urge the City of Woodville to reconsider their time line and allow at least 60 days if not more for residents to respond.

Thank you.

Sincerely,

Julia Parrish
16242 NE 200th Court



King County

Wastewater Treatment Division
Department of Natural Resources and Parks
King Street Center
201 South Jackson Street
Seattle, WA 98104-3855

COPY

DEC 26 2006

file

RECEIVED

DEC 27 2006

EXHIBIT 43
PAGE 21 OF 220

December 22, 2006

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

Susie McCann, Acting Manager
Plan Review and Inspections
City of Woodinville
17301 133rd Ave NE
Woodinville, WA 98072

RE: Wood Trails and Montevallo Subdivisons/EIS2005-016

Dear Ms. McCann

The King County Wastewater Treatment Division has reviewed the Final Environmental Impact Statement dated December 2006, for the Wood Trails and Montevallo Subdivision projects. King County is requesting that the City of Woodinville submit sewer extension plans and modifications for the project to the Design, Construction and Asset Management Program, Civil/Architectural Section for local public agency review and approval. Drawings should be submitted for review during design development so that King County staff can assess the project's impacts. Please send the drawings to:

Eric Davison, DCAM, Civil/Architectural Section
King County Wastewater Treatment Division
201 South Jackson Street, KSC-NR-0508
Seattle, WA 98104-3855
Tel. (206) 684-1707
eric.davison@metrokc.gov

Thank you for the opportunity to review and comment on this proposal.

Sincerely,

Sandy Redick, Administrative Staff Assistant
Environmental Planning & Community Relations

cc: Eric Davison, DCAM, Civil/Architectural Section
Cindy Baker, Director of Development Services



Cindy
I'll share this with
Bob Anderson

EXHIBIT 43
PAGE 213 OF 230

COMPARISON OF ANNUAL PRECIPITATION MINUS EVAPORATION NET DISCHARGES AND THE DISCHARGES FROM SEPTIC TANKS OF THE DRAINAGE AREA BASINS

EXAMPLES OF TWO BASINS HAVING THE SAME SEPTIC TANK IMPACTS

1) DISCHARGE FROM THE NORTHERN ENTRANCE DRAINAGE AREA INTO LAKE LEOTA

DETERMINE DRAINAGE AREA = 32 SQUARES(600X600) = 11,520,000 SQ. FT
YEARLY INPUT = 11,520,000 SQ FT(P-E 25 in/yr)(1/12ft/in) = 24,000,000 cu ft/yr
SEPTIC TANK INPUT = 200homes(150 gal/day)(231 cu in/gal)(1/12)^3 (365d/yr) = 1,463,793 cu ft/yr
PERCENT SEPTIC DISCHARGE PER DRAINAGE AREA = 1,463,793/24,000,000(100) = 0.61 %
PERCENT SEPTIC DISCHARGE PER TOTAL DISCHARGE = (1,463,793/25,463,793)100 = 0.57%
(TOTAL DISCHARGE VOLUME = 24,000,000 + 1,463,793 = 25,463,793 cu ft/yr)

2) DISCHARGE FROM THE GOLF COURSE-WELLINGTON HILLS DRAINAGE AREA

DETERMINE DRAINAGE AREA = 13.5(600X600) = 4,860,000 sq ft
YEARLY INPUT = 4,860,000 sq ft(P-E 25 in/yr)(1/12 in/t) = 10,250,000 cu ft/yr
SEPTIC TANK INPUT = 100homes(150 gal/day)(231 cu in/gal)(1/12)^3(365d/yr) = 731,896.4 cu ft/yr
PERCENT SEPTIC DISCHARGE PER DRAINAGE AREA = 731,896.4/10,250,000(100) = 0.71%
PERCENT SEPTIC DISCHARGE PER TOTAL DISCHARGE = (731,896/10,981,896.4)100 = .67%
(TOTAL DISCHARGE VOLUME = 10,250,000 + 731,896.4 = 10,981,896.4 cu ft/yr)

SIGNIFICANCE IF LAKE LEOTA N. BASIN IS PROTECTED FROM R-4 DEVELOPMENT TO HELP MAINTAIN A HEALTHY LAKE LEOTA THEN THE OTHER D.A. SITE THAT HAS THE ONLY SUMMER DRINKING WATER FOR MAMMALS SHOULD ALSO BE PROTECTED. HOWEVER, THE SUSTAINABLE DEVELOPMENT REPORTS THAT THE LOCAL POLLUTIONS AROUND LAKE LEOTA IS RESPONSIBLE FOR THE LAKE'S POLLUTION.

EXAMPLES OF COMPARISON BETWEEN R-1 AND R-4 POTENTIAL DEVELOPMENT SITES

1) DISCHARGES FROM THE R-1 SITE USING SEPTIC TANKS

DETERMINE SITE ADJACENT INPUT DRAINAGE AREA AND DEVELOPMENT SITE AREA
90% of 19acres + 90% of 21.1acres of development THE HIGHER % IS NON-IMPRMEABLE AREAS
17.1(43,500 sq ft/ac) + 19(43,500 sq ft/ac) = 743,850 + 826065 = 1,569,915 sq ft
YEARLY INPUT = 1,569,915 sq ft(P-E input 25 ft/yr)(1/12 ft/in) = 3,270,656.3 cu ft/yr
SEPTIC TANK INPUT = 19 homes(150 g/d)(231 cu in/g)(1/12)^3(365d/yr) = 139,061.2 cu ft/yr
PERCENT SEPTIC DISCHARGE PER NET AREAL DISCHARGE = 139,061.2/3,270,656.3 (100) = .43 %
PROBABLE INPUT = 10 homes(150 g/d)(231 cu in/g)(1/12)^3(365d/yr) = 73,190.1 cu ft/yr
PERCENT SEPTIC DISCHARGE PER NET AREAL DISCHARGE = 73,190.1/3,270,656.3(100) = .22 %

2) DISCHARGES FROM THE R-4 SITE USING A DRAIN PIPE TO THE INDUSTRIAL PARK

ABOVE SAME SITE AREA = 10% of 19 acres + 45% of 21.1 acres (percents for impermeable surfaces)
1.9(43,500 sq ft/ac) + 9.5(43,500 sq ft/ac) = 82,764 + 413,250 = 496,014 sq ft
INPUT VOLUME PER SECOND FOR A ONE INCH RAINFALL IN ONE HOUR
496,014 sq ft(1/12 ft) = 41,334.5 cu ft/hr / (3,600 sec/hr) = 11.5 cu ft/sec
SIZE DRAIN PIPE NEEDED ON A 22 DEGREE SLOPE
12 inch PIPE = 9 cfs NOT LARGE ENOUGH FOR SITE 18 inch PIPE = 27 cfs if only 1 inch rainfall
DRAIN PIPES NEEDED IN THE INDUSTRIAL PARK SHOULD BE 30 INCH DIAMETERS
BASED ON PRESENT REPORTS OF DRAIN PIPE FAILURE (IF FOR R-4 DEVELOPMENT)

RECEIVED

We need an updated DRAIN PIPING MAP (with size) and SEPIMENT TRAP UPKEEP RECORD DIAM.

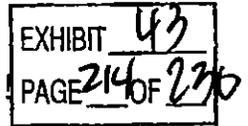
JAN 05 2007
CITY OF WOODINVILLE
DEVELOPMENT SERVICES

Cindy Baker

cc file WT
Bob W.
Susie McCann

TO: 1) Woodinville City Council & Planners regarding Wood Trails- Montevallo Projects
and 2) Concerned Neighbors of Wellington and Moratorium City Residents
FROM: Bob Harman 40 year resident geologist, 14949 N.E. 202 St

Jan 8, 2007



CITY CLAIMS MORATORIUM STUDY COMPLETED ! NOT TRUE
Golder Associates still has to report on their investigation of the cliffs geology-hydrology that lines a **CRITICAL BASIN, THE GOLF COURSE-WELLINGTON HILLS BASIN AND ITS WETLAND CANYON STREAM**. This basin was incorrectly included in their study as the **HILLSIDE BASIN** which is geologically and hydrological different. Studies are ongoing of this study basin. It is **UNIQUE TO THE WOODINVILLE MORATORIUM AREA** for the following reasons:

- 1) **IT HAS THE ONLY ALL YEAR LONG FLOWING STREAM FOR WILDLIFE SUMMER DRINKING WATER**
- 2) **THE STREAM HAS THE HIGHEST EROSION ENERGY THAN ANY OTHER STREAM IN THE MORATORIUM AREA. THIS ENCOURAGES CLIFF EROSION & LANDSLIDES AND HAS DISRUPTED A CITY DRAIN. IT NOW HAS A BLOCKING 3 TON TREE-ROOT THAT MAY THREATEN AN UNMAPPED CITY CULVERT. THIS CULVERT STILL HAS NO PROTECTION GRATE FOR VISITING KIDS AND DEBRIS !**
- 3) **THE CITY HAS NO UPDATED MAP SHOWING THE SIZE OF THEIR DRAINS AND STATUS OF SEDIMENT TRAP FILLS. DISCHARGES TODAY ARE HAVING NEGATIVE IMPACTS. R-4 DISCHARGES WILL BRING GREATER CONCERNS AND THESE HAVE NOT BEEN DISCUSSED IN THE REPORT. LARGE AMOUNTS OF THE CANYON SANDS HAVE CLOGGED A 12" INDUSTRIAL PIPELINE SO IT IS NO LONGER USABLE. NOW THE UNMAPPED NEWER 30" CULVERT HAS HAD LARGE AMOUNTS OF CANYON SANDS THAT ARE MOST LIKELY ENTERING LITTLE BEAR CREEK.**

THE CITY STUDY DOES NOT DESCRIBE THE HISTORICAL SEQUENCE OF EVENTS SUMMARIZED BELOW THAT CREATED THE BASINS IN THE MORATORIUM AREA

- 1) A GLACIAL EPOCH THAT SHAPED THE UPLAND MORATORIUM AREA BASINS
- 2) A POST GLACIAL TIME THAT ERODED THE HILLSIDE RAVINES DUE TO THE LACK OF VEGETATION. TODAY THE VEGETATION LESSENS RAVINE EROSION.
- 3) A LATER POST-GLACIAL TIME WHERE GROUND WATER DUE TO ICE MELT CREATED CONDITIONS FOR ANCIENT LANDSLIDES FOUND ON THE STEEP CITY HILLSIDE SLOPES
- 4) THE LATE GLACIAL TIME TO THE PRESENT THAT NOW FORMS THE GOLF COURSE-WELLINGTON HILLS AND OTHER CANYONS.
- 5) FUTURE R-4 DEVELOPMENT REMOVE ALL VEGETATION RETURNING THE SITES TO THE FIRST POST-GLACIAL CONDITION, CREATING SEVERE EROSION HAZARDS.

PLEASE ATTEND THE OPEN HOUSE AT CITY HALL FROM 4:30 – 6PM M ON THIS WEDNESDAY TO SEE RESIDENT AND CITY EFFORTS DURING THIS MORATORIUM PERIOD

RECEIVED

1 JAN 08 2007

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

Cindy
Eventual Approach

CC MT/WT
file
CC: Sustained
Development
file

RECEIVED
JAN 25 2007

CITY OF WOODBRIDGE
DEVELOPMENT SERVICES

EXHIBIT 43
PAGE 215 OF 230

COSTCO AREA & VAULTS

AREA = 1500ft x 570ft = 855,000 sqft
ONE INCH RAINFALL VOLUME/HOUR =
855,000(1/12) = 71,250cuff/hr(3600) = 20cfs
VOLUME 1VAULT=50(3.14)(8)^2=10,048cuff
TOTAL VOL=100vaults(10,048)=1,004,800 cuff
NO. VAULTS FILL/HR=1,004,800/71,250 =14/hr

← NEED EXACT
size

R-4 DEVELOPMENT IN WETLAND BASIN

IMPERMEABLE AREA=7.2acres(43,560)=313,632sqft RAIN
VOL/HR=313,632(1/12)=26,136cuff/hr=7.3 cfs
DETENTION POND VOL=101,888cuff/10,048=10 vaults NO.
VAULTS FILL/HR = 26,136/10,048 = 2.6 vaults
OK FOR ONE INCH BUT NOT OK FOR 3.8 inch/hr COSTCO
AREA SAFETY = 313,632/855,000 = .367
37% OF NO. COSTCO VAULTS = 37 (not just 10)

R-4 DEVELOPMENT ON HILLSIDE BASIN

IMPERMEABLE + UPLAND R-1 DISCHARGE
45%(21.1ac)(43,560) + 10%(19.7ac)(43,560)
= 826,065 + 743,850 = 1,569,915sqft
RAIN VOL/HR=1,569,915(1/12)=130,826cuff/hr=36.3 cfs
NO. VAULTS FILL/HR = 130,826/10,048 = 13 vaults +
COSTCO AREA SAFETY = 1,569,915/855,000 = 1.8
1.8 x NO. OF COSTCO SAFETY VAULTS = 180 VAULTS

IF
NEED DEVELOPER
OBJECTS

HILLSIDE DEVELOPMENTS MUST HAVE UPLAND DETENTION
PONDS AS WELL AS BOTTOM HILLSIDE VAULTS TO PROVIDE
SAFE DISCHARGES

HILLSIDE ERODED SEDIMENT IN DETENTION PONDS FILL
RAPIDLY ON STEEP SLOPES & PIPES NEED MORE GRATES
FOR WATER CAPTURE BUT COLLECTS MORE PIPE COVERING
GRAVEL. IF PIPES COLLECT SURFACE DRAINAGE HOW DOES
GROUND WATER LOSS IMPACT SLOPE VEGETATION?

reduce sudden discharges
I prefer Apartments with nearby pond/park area
ROAD FROM IND. PARK
SAFETY only way for kids-bus
especially ice-snow

TOUR
COAL: RE-DO WITH WETLAND EXPERT

REGIONAL STREAM DISCHARGES

EXHIBIT 43
PAGE 216 OF 270

LITTLE BEAR CREEK

$$20\text{ft} \times 5\text{ft}/\text{sec} \times 3\text{ft} = 300\text{ft}^3/\text{sec} (63 \text{ lb}/\text{cuft}) = 18,900/2000 = 9.5\text{ton}/\text{sec}$$

COTTAGE LAKE CREEK N.E. 165 ST N.E. wetland

$$20\text{ft}(1\text{ft}/\text{s})(4\text{ft}?) = 80\text{cuft}/\text{sec}(63) = 5400/2000 = 2.5 \text{ t/s}$$

visit
+
other in
Moratorium
w/
Expert

COTTAGE LAKE CK-N.E.155 ST- AVONDALE

$$15\text{ft}(3\text{ft}/\text{sec})(8/12\text{ft}) = 30\text{ft}^3/\text{sec}(63) = 1890/2000 = 0.95\text{t/s}$$

COTTAGE LK CK-N.E. 128 ST- AVONDALE

$$18\text{ft}(3\text{ft}/\text{sec})(3\text{FT}) = 162\text{ft}^3/\text{sec}(63) = 10,206/2000 = 5.1 \text{ t/s}$$

BEAR CK- 198 AVE N.E.

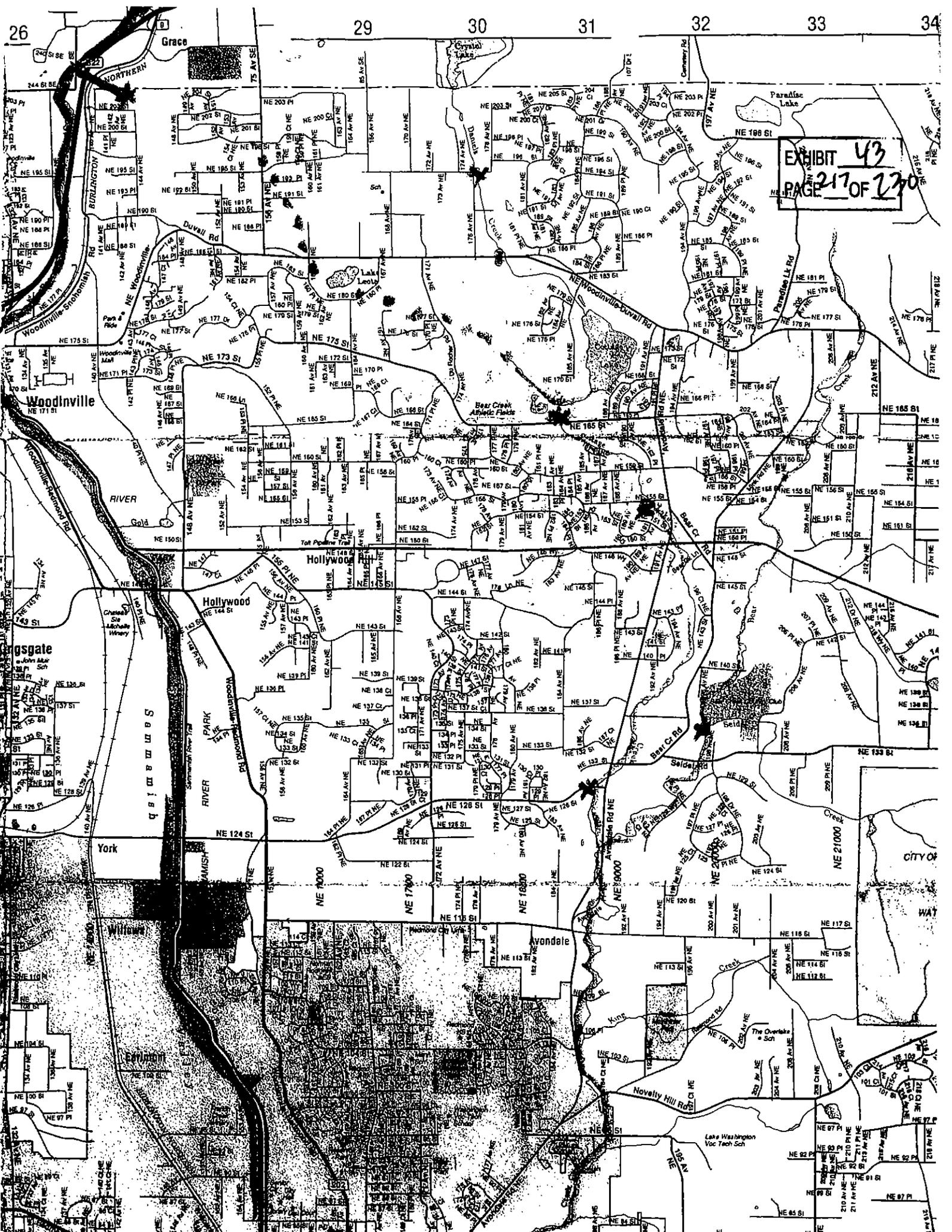
$$2 \text{ FT}(1 \text{ ft}/\text{s})(3/12\text{ft}) = 1/2\text{ft}^3/\text{sec}(63) = 31.5/2000 = 0.02\text{t/s}$$

DANIELS CREEK -176 AVE N.E.-196 ST N.E.

$$7\text{ft}(2\text{ft}/\text{sec})(8/12\text{ft}) = 9.3\text{ft}^3/\text{sec}(63) = 588/2000 = 0.29\text{t/s}$$

want 1.36/sec

EXHIBIT 43
PAGE 217 OF 270



Cindy Baker

Bob Harman

cc
MT/WT file
Sustainable
Development
file

REGIONAL STREAM DISCHARGE DATA

LAST DISCHARGE DATA IGNORE SINCE BELOW DATA UTILIZED BETTER MEASURING DEVICES

LITTLE BEAR CREEK-MALTBY (upstream) January 26, 2007

(12ft)(2.5 ft deep)(1 ft/sec) = 30cfs(63)/(2000) = 0.95 tons/sec

LITTLE BEAR CREEK-GRACE HWY 9 ENTRANCE

(21ft)(1.5 ft deep)(1.0 ft/sec) = 31.5cfs(63)/(2000) = 1.0 tons/sec

LITTLE BEAR CREEK-N.E. 195th ST- HIGH SCHOOL

(12ft)(3 ft deep)(1.5 ft/sec) = 54cfs(63)/(2000) = 1.7 tons/sec

LITTLE BEAR CREEK-N.E.190th ST- (downstream H.S.)

(17ft)(2 ft deep)(2 ft/sec) = 68cfs(63)/(2000) = 2.1 tons/sec

COTTAGE LAKE CREEK-N.E. 165th ST >WETLAND

(21ft)(2 ft deep)(1 ft/sec) = 42cfs(63)/(2000) = 1.33 tons/sec

COTTAGE LAKE CREEK -N.E. 155th ST

(15ft)(6/12 ft deep)(3 ft/sec) = 22.5cfs(63)/(2000) = .71 tons/sec

COTTAGE LAKE CREEK- N.E. 128th ST-AVONDALE

(17ft)(2 ft deep)(2 ft/sec) = 68cfs(63)/(2000) = 2.1 tons/sec

SEIDEL CREEK

(2 ft)(3/12 ft deep)(1 ft/sec) = 1/2cfs(63)/(2000) = 0.02 tons/sec

BEAR CREEK-WOODINVILLE-DUVALL RD

(15 ft)(3 ft deep)(2 ft/sec) = 90cfs(63)/(2000) = 2.8 tons/sec

BEAR CREEK-AVONDALE (downstream)

(18 ft)(3 ft deep)(2 ft/sec) = 108cfs(63)/(2000) = 3.4 tons/sec

DANIELS CREEK-176th AVE N.E.-196 ST NE (upstream)

(7 ft)(8/12 ft deep)(2 ft/sec) = 9.3cfs(63)/(2000) = 0.29 tons/sec

DANIELS CREEK-185th AVE-COTTAGE LAKE WETLAND

(5 ft)(1.5 ft deep)(1 ft/sec) = 7.5cfs(63)/(2000) = 0.24 tons/sec

GOLF COURSE-WELLINGTON HILLS STREAM

(3 ft)(1/2 ft deep)(2 ft/sec) = 3cfs(63)/(2000) = 0.1 tons/sec

SEASONAL VARIATION MAXIMUM =.64 t/s MINIMUM = .0014 t/s

At the Industrial park entrance of the canyon

EXHIBIT 47
PAGE 28 OF 230

RECEIVED

JAN 26 2007

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

GOLF COURSE
WELLINGTON HILLS GOLF N 32 33 34

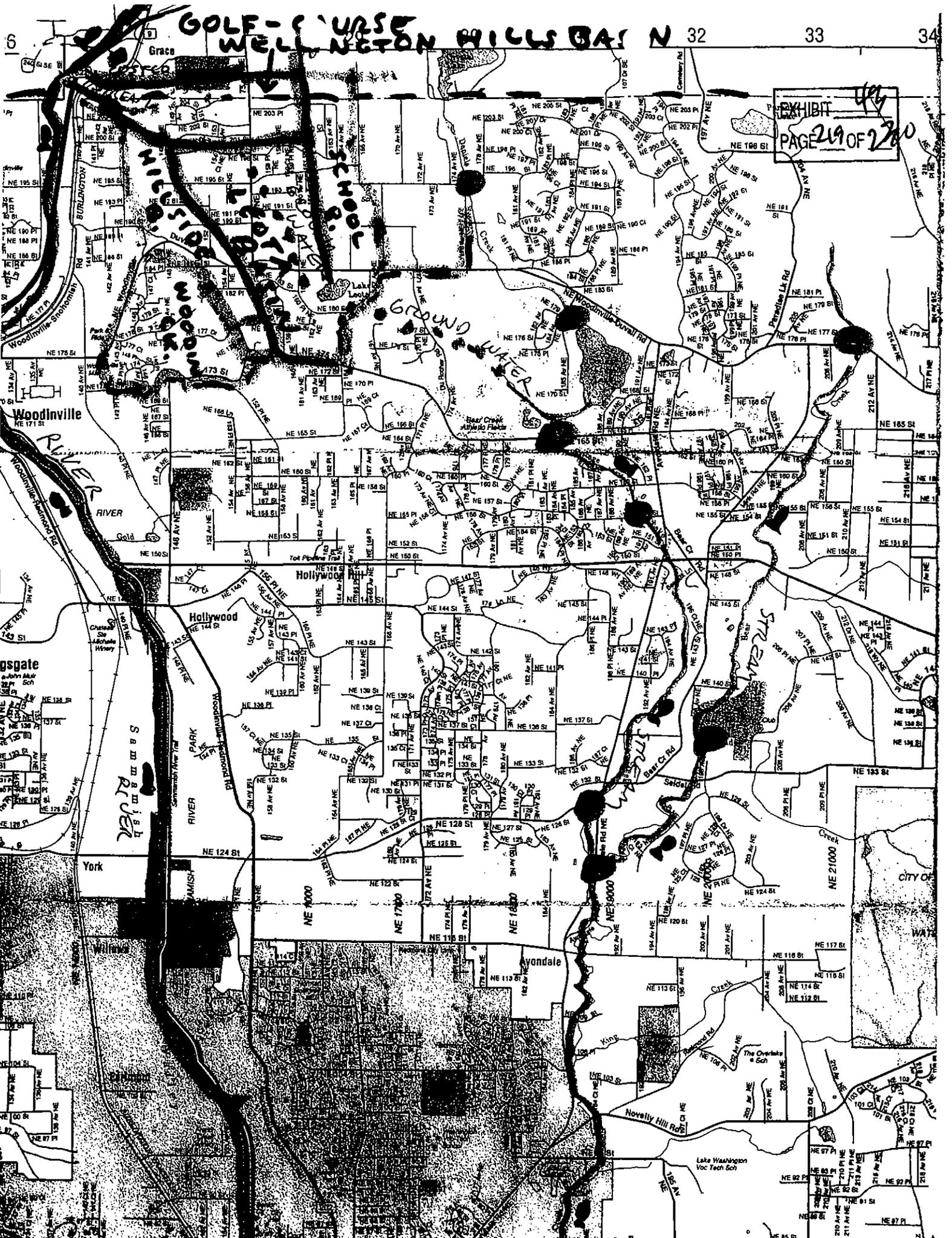


EXHIBIT 466
PAGE 219 OF 220

WOODVILLE RIVER
SCHOOL PARK
WOODVILLE CREEK

GROUND WATER

Woodville
RIVER

Sand River

York

Willow

Novally Hill Rd

Lake Waanagon
Voc Tech Sch

Hollywood

Hollywood

SAND RIVER

York

Willow

Novally Hill Rd

Lake Waanagon
Voc Tech Sch

Novally Hill Rd

Lake Waanagon
Voc Tech Sch

Hollywood

Hollywood

SAND RIVER

York

Willow

Novally Hill Rd

Lake Waanagon
Voc Tech Sch

Novally Hill Rd

Lake Waanagon
Voc Tech Sch

Hollywood

Hollywood

SAND RIVER

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Novally Hill Rd

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Voc Tech Sch

Hollywood

Hollywood

SAND RIVER

York

Willow

Novally Hill Rd

Lake Waanagon
Voc Tech Sch

Novally Hill Rd

Lake Waanagon
Voc Tech Sch

COSTCO AREA & VAULTS

AREA = 1500ft x 570ft = 855,000 sqft
ONE INCH RAINFALL VOLUME/HOUR =
855,000(1/12) = 71,250cuft/hr(3600) = 20cfs
VOLUME 1VAULT=50(3.14)(8)^2=10,048cuft
TOTAL VOL=100vaults(10,048)=1,004,800 cuft
NO. VAULTS FILL/HR=1,004,800/71,250 =14/hr

assumed

R-4 DEVELOPMENT IN WETLAND BASIN

IMPERMEABLE AREA=7.2acres(43,560)=313,632sqft
RAIN VOL/HR=313,632(1/12)=26,136cuft/hr=7.3 cfs
DETENTION POND VOL=101,888cuft/10,048=10 vaults NO.
VAULTS FILL/HR = 26,136/10,048 = 2.6 vaults
OK FOR ONE INCH BUT NOT OK FOR 3.8 inch/hr COSTCO
AREA SAFETY = 313,632/855,000 = .367
37% OF NO. COSTCO VAULTS = 37 (not just 10)

R-4 DEVELOPMENT ON HILLSIDE BASIN

IMPERMEABLE + UPLAND R-1 DISCHARGE
45%(21.1ac)(43,560) + 10%(19.7ac)(43,560)
= 826,065 + 743,850 = 1,569,915sqft
RAIN VOL/HR=1,569,915(1/12)=130,826cuft/hr=36.3 cfs (209,400ft^3)Det Pd
NO. VAULTS FILL/HR = 130,826/10,048 = 13 vaults(21 vaults)Det Pd
COSTCO AREA SAFETY = 1,569,915/855,000 = 1.8
1.8 x NO. OF COSTCO SAFETY VAULTS = 180 VAULTS
HILLSIDE DEVELOPMENTS MUST HAVE UPLAND DETENTION
PONDS AS WELL AS BOTTOM HILLSIDE VAULTS TO PROVIDE
SAFE DISCHARGES

HILLSIDE ERODED SEDIMENT IN DETENTION PONDS FILL
RAPIDLY ON STEEP SLOPES & PIPES NEED MORE GRATES
FOR WATER CAPTURE BUT COLLECTS MORE PIPE COVERING
GRAVEL. IF PIPES COLLECT SURFACE DRAINAGE HOW DOES
GROUND WATER LOSS IMPACT SLOPE VEGETATION?

Feb.12, 2007
Barbara Czuba; Sandra Carroll
15808 NE 203rd Place
Woodinville, WA 98072

Subject: Comments to FEIS for Proposed Subdivisions of Wood Trails (File No. PPA2004-056) and Montevallo (File No. PPA2004-093)

To: Jurisdictions, Agencies, and Interested Parties

We would like to take this opportunity to comment upon the FEIS that was prepared for the proposed subdivisions of Wood Trails and Montevallo located within the West Wellington Hills Neighborhood of Woodinville. Our comments will be focused on how we as residents of the City of Woodinville can effectively resolve the increase in housing density that is proposed for the Wellington Hills Neighborhood.

We would like to say that we are not opposed to placing new housing developments within the neighborhood of West Wellington Hills, which is adjacent to where we live on NE 203rd Place . Also, we can appreciate the fact that the City of Woodinville needs to continue to provide housing options to people in support of the Growth Management Act as well as increase its tax base so that revenues can be brought in to finance the City's efforts. However, we are concerned about the level of housing density that is proposed for each of these new developments and the impact this level will have on the environment and character of our neighborhood.

Specifically, we are concerned about the Proposed Action option defined within the FEIS for the proposed subdivisions of Wood Trails and Montevallo.

As part of the Proposed Action option are listed four (4) points that are requested to be approved (refer to Section 2.1; page 2-1). These are:

1. Approval of requests to rezone both the Wood Trails and the Montevallo sites from the existing R-1 zoning designations to R-4
2. Approval of Preliminary Plat Applications to subdivide each site into 66 single-family residential lots
3. Approval of a density transfer to allow the transfer of credit for 19-dwelling units from the Wood Trails site to the Montevallo site, thus allowing a total of 66 units to be developed on the Montevallo site
4. Approval of Deviations from city standards

The Proposed Action Alternative requests that 66-units be approved for both sites. In order to achieve this 66-unit level within the Montevallo site it is requested to transfer 19-dwelling units from the Wood Trails site to the Montevallo site. This additional 19-dwelling units for the Montevallo site equates to an increase of 40% $[(19/47) \times 100 = 40\%]$ over that which is allowed for an R-4 zoned site. Under typical R-4 zoning only 47 dwelling units are allowed to be built in the proposed Montevallo site, as stated in the FEIS (reference pg 2-12). We feel that these additional 19-dwelling units being transferred to the Montevallo site are not in keeping with a R-4 zoned site and thus will only further negatively impact the environment and the character of the Wellington neighborhood if approved.

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Given our concerns, we would like to recommend that the following be considered and approved as a way to meet not only the City of Woodinville's needs but also the needs of it's residents, especially those located within the Wellington area of Woodinville:

- **R-1 Zoning Alternative:** Approve the R-1 Zoning Alternative as proposed in Section 2.2.1 - pg 2-27 of the FEIS document, and do not approve the R-4 rezone. This proposed alternative as overviewed on pages 2-27 and 2-28 maintains the current zoning of R-1 for each of the new developments, and as such results in developments that are similar in character and density to the existing low-density residential development on adjacent properties. As indicated within the FEIS (refer to pages 2-27 and 2-28), the resulting net-density equates to a total of 37 new single-family houses; 23-units for the Wood Trails site and 14-units for the Montevallo site.

We would like to recommend that this R-1 Zoning Alternative be approved and that the rezone to R-4 not be approved (refer to item #1 in the Proposed Action option). Under this R-1 Zoning Alternative, the 37 new single-family houses will provide the City of Woodinville additional tax revenue as well as provide the Wellington area with two housing developments that do not significantly impact the environment and character of the Wellington area neighborhood.

If the above can not be approved of outright and we must have a higher housing density in order for the City of Woodinville to meet the requirements outlined in the GMA, then we would like to present for consideration and approval an alternative, compromise option that is based on the Proposed Action Option detailed in the FEIS document:

- **Alternative Proposed Action:** Approve a rezone to R-4 for both the Wood Trails and Montevallo sites. Additionally, approve the development of 66 single-family residential lots for the Wood Trails site. However, do not approve the development of 66 single-family residential lots for the Montevallo site as well as do not approve the density transfer of 19-dwelling units from the Wood Trail site to the Montevallo site. Alternatively, approve the typical R-4 zone housing density of 47 single family residential lots at the Montevallo site. The above approvals result in the addition of 113 new single-family houses; 66-units for the Wood Trails site and 47-units for the Montevallo site.

We are recommending that the first three (3) points to the Proposed Action option be modified to read:

1. Approval of requests to rezone both the Wood Trails and the Montevallo sites from the existing R-1 zoning designations to R-4;
2. Approval of Preliminary Plat Applications to subdivide the Wood Trails site into 66 single-family residential lots;
3. Approval of Preliminary Plat Applications to subdivide the Montevallo site into 47 single-family residential lots.

Even though the addition of 113 new single-family houses will negatively impact the character of the adjacent neighborhood since this allows for a higher density than is currently within the Wellington area, we feel it does provide a compromise between opposing forces. The 'Alternative Proposed Action' we are recommending for consideration and approval provides a path forward that meets not only the City of

Woodinville's needs, but also provides for a way to maintain a controlled cap on the resulting density within the proposed new developments.

For item #4 of the Proposed Action option, we do not feel that any city standards should be deviated from since these are indeed standards that were and are agreed upon, and as such need to be upheld. As indicated in the FEIS on page 2-1: 'narrower streets could create parking difficulties' and 'the proposed smaller lots may result in a contrasting appearance, out of scale with the existing neighborhood character.'; both of which will occur if variances and deviations are allowed and/or approved.

In summary, we recommend that the R-1 Zoning Alternative as defined in the FEIS be considered and approved by the City of Woodinville. We feel that this R-1 Zoning Alternative provides for the least amount of negative impact to the Wellington neighborhood.

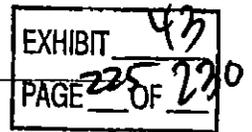
If the above R-1 Zoning Alternative is not be approved outright, and thus we must have a higher housing density, then we would like to recommend for consideration and approval an alternative compromise option that is based on the Proposed Action Option detailed in the FEIS. The details of this alternative compromise option are: 1) Approve a rezone to R-4 for both the Wood Trails and Montevallo sites; 2) Approve the development of 66 single-family residential lots at the Wood Trails site; 3) Do not approve the development of 66 single-family residential lots at the Montevallo site; 4) Do not approve the density transfer of 19-dwelling units from the Wood Trail site to the Montevallo site; 5) Approve the typical R-4 zone housing density of 47 single family residential lots at the Montevallo site.

Thank you for this opportunity to review our comments and hopefully we can develop a path forward that meets all needs and concerns.

Sincerely,

Barbara Czuba and Sandra Carroll
15808 NE 203rd Place
Woodinville, WA 98072

\ Charleine Sell



From: Shani Parrott [shaniparrott@earthlink.net]
Sent: Tuesday, February 13, 2007 10:16 AM
To: Charleine Sell
Subject: wildlife in Wellington

Ms. Sell

We have seen the following animals in our yard and around our pond since we moved to Wellington in January 2004. Though the river otter and hawk sightings are less common, we see the other animals regularly.

- River otters
- Coyotes
- Raccoons
- Opossums
- Deer
- Brown bats (and their roosting sites)
- Deer mice
- Douglas squirrels (aka chickarees)
- Western grey squirrels
- Eastern cottontail rabbits
- Snowshoe hares
- Pacific treefrogs
- Bullfrogs
- Common garter snakes
- Western skinks
- Moles and voles
- Wood ducks (nesting)
- Hooded mergansers (nesting)
- Mallards (nesting)
- Northern shovelers
- Cooper's hawks
- Red-tailed hawks (nesting at the property next door)
- Western screech owls (nesting)
- Northern saw-whet owls (nesting)
- Spotted towhees
- Hairy woodpeckers
- Downy woodpeckers
- Pileated woodpeckers
- Tree swallows
- Steller jays
- Chestnut-backed chickadees
- House wrens
- Pine siskins
- House finches
- House sparrows
- Purple finches

02/13/2007

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- Black-headed grosbeaks
- Northern flickers
- Morning doves
- Red-breasted nuthatches
- Black-capped chickadees
- American robins
- California quails
- Great blue herons
- Hummingbirds
- Varied thrushes
- House finches
- Yellow warblers
- Dark-eyed juncos
- American crows

Best regards,

Julie and Shani Parrott
16212 NE 200th Court
Woodinville, WA 98072
425.482.7992

shaniparrott@earthlink.net

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City Council Members & Staff,

There's a nasty rumor floating around that the Public Hearing scheduled for February 28th & March 1st, has very recently been split into two separate hearings that would address Wood Trails and Montevallo separately instead of together as has been the case historically. Can anyone confirm whether or not this is true?

If this rumor is not true, and a single public hearing is still planned for these two days even as the city webpage (<http://www.ci.woodinville.wa.us/events/EIS.asp> - see excerpt below**) states at this very hour, then you need not read any further.

However, IF it is true, then let me tell you, as a 9 year citizen of Woodinville who has been following this matter closely, I am infuriated!

Just who exactly in the city thinks they have the authority to separate this single meeting into two, especially at such a late date in the process? I'm not a lawyer, but it would seem to me that separating them out now would nullify everything that has happened to date and return the entire process to Day 1.

From the very beginning of the EIS process, Wood Trails and Montevallo have been handled in a combined fashion. As I understand it there are good reasons for doing so. By handling each one independently of the other, it would be very easy for the developer to gloss over the two projects cumulative and codependent impacts on very important environmental matters, including traffic, drainage, erosion, emergency response, etc. In addition to the obvious process flaw, holding two separate, but nearly identical meetings on back to back weeknights seems willfully designed to depress public comment. (Don't even get me started on what the Planning Commission is doing by rescheduling their February 7th meeting to Valentine's Day).

In the many mandatory ethics classes I take as a Boeing employee, it is drilled into us over and over that the mere appearance of an impropriety is essentially as bad the impropriety itself. Let me tell you, the way the way I see this process being handled in the endgame smells rotten! As my wife stated at the recent Planning Commission hearing, your job is to work for us. We, along with many of our neighbors are doing our part and our civic duty by staying informed and by being involved in the process. I expect you to do your part and uphold a fair and impartial process. I expect better than this.

Sincerely,

Matt Jenson
19122 148th AVE NE

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PAGE 228 OF 229

** Extract from city webpage appended below. Note the singular form of the subject: "The Public Hearing." Also, note the singular form of the verb: "is scheduled." Please don't try to argue that, unlike the DEIS & the EIS, the two nights were always supposed to handle Wood Trails and Montevallo separately.

UPDATE 2/1/07: Public Hearing: Preliminary Plat and Rezone Applications for the Wood Trails and Montevallo Subdivisions, February 28 and March 1, 2007. The Public Hearing on the Preliminary Plat and Re-zone applications for the Wood Trails and Montevallo Subdivisions is scheduled for Wednesday, February 28 and Thursday, March 1, 2007, 7 to 10 p.m. at the Carol Edwards Center Gymnasium, 17401-133rd Avenue NE.

Susie McCann

EXHIBIT 43
PAGE 25 OF 250

From: Barbara_Czuba@berlex.com
Sent: Tuesday, February 13, 2007 9:58 AM
To: Cindy Baker; Susie McCann; Cathy VonWald
Subject: Concern regarding the two meetings -- Wood Trails / Montevallo

Importance: High

Dear Ms. Baker, Ms. McCann, and Mayor VonWald --

I just received in the mail two notices of Public Hearings to take place on Feb 28th and March 1st, and I have a question / concern on this.

My question deals with whether the City of Woodinville and the scheduled Public Hearings are reviewing these two developments as one per the FEIS, or are we now to consider these developments as independent of one another.

Within the FEIS document, the two proposed developments are presented as dependent on one another and thus intertwined with respect to the various traffic impact studies, the density transfer credit, the impact to neighborhood character -- etc. I am concerned that now these two developments appear to be independent of one another since there is scheduled two Public Hearing dates; one hearing per development.

Please let me know if it is still the intent to consider these applications as combined into one application for purposes of EIS review and project review, as well as the Public Hearings. This is appropriate since the two proposed developments are intertwined by their dependence on density transfer credits and their joint request for a rezone and due to the cumulative impacts of the two properties on traffic, erosion, neighborhood character, etc.

Thank you for your time -- I look forward to your answer on my question / concern.

-- Barbara Czuba

Charleine Sell

EXHIBIT 147
PAGE 230 OF 230

From: Cindy Baker
Sent: Tuesday, February 13, 2007 12:36 AM
To: Charleine Sell
Cc: Susie McCann
Subject: FW: Comments to FEIS for Wood Trails and Montevallo

Importance: High

Attachments: BCzuba -- comments to FEIS WoodTrails and Montevallo.zip



BCzuba --
nments to FEIS Wor

Are you the keeper of the comments, who will also give them to the Hearing Examiner?

-----Original Message-----

From: Barbara_Czuba@berlex.com [mailto:Barbara_Czuba@berlex.com]
Sent: Monday, February 12, 2007 12:25 PM
To: Cindy Baker; Susie McCann
Subject: Comments to FEIS for Wood Trails and Montevallo
Importance: High

Dear Ms. McCann and Ms. Baker --

Please find attached our comments to the FEIS for the proposed Wood Trails and Montevallo developments within the Wellington area of Woodinville. As residents of this neighborhood we would to have the City of Woodinville review and consider our comments as the decision process proceeds on how to effectively handle these new housing developments within the Wellington neighborhood.

Briefly, we would of course like to have the R-1 Zoning Alternative as detailed in the FEIS be approved by the City of Woodinville. However, we have in the attached letter also provided a compromise option that we would like the City of Woodinville to seriously consider and approve if the R-1 Zoning Alternative is not acceptable as a way to meet the GMA guidelines.

Thank you so much for your time and consideration,

Barbara Czuba and Sandra Carroll
Wellington area resident
NE 203rd Place
Woodinville, WA

(See attached file: BCzuba -- comments to FEIS WoodTrails and Montevallo.zip)

CITY OF WOODINVILLE
17301 NE 133rd Avenue NE
WOODINVILLE, WA 98072
(425) 489-2754

EXHIBIT 44
PAGE 1 OF 3



NOTICE OF PUBLIC HEARING

The City of Woodinville Hearing Examiner will conduct a Public Hearing to consider public comment on the **Rezone & Preliminary Plat Application** described below.

*"Citizens, business and local government;
a community commitment to our future."*

DESCRIPTION OF APPLICATION

Project Name: Montevallo Rezone and Preliminary Plat
(The rezone and preliminary plat will be considered concurrently,
but with separate criteria and decisions)

File Number: ZMA 2004-053; PPA2004-054

Applicant(s) Phoenix Development, Inc.
16108 Ash Way, Suite 201
Lynnwood, WA 98037

Contact: Loree Quade

Location: Montevallo: South of NE 205th Street & West of 156th Avenue NE,
Woodinville, King County, Washington.

**Section of Code Pertinent
to Hearing Procedure:** The public hearing will be governed by the procedures set forth in
Chapter 17.15 WMC. Other applicable provisions of the WMC
include but are not limited to, Titles 12, 13, 14, 15, 16, 17, 20, 21,
and 22.

Proposal: Montevallo: Proposed subdivision of 16.5 acres into 66 Single
Family lots (concurrent with a proposed zoning map amendment
redesignating the project site from R1 to R4, with density transfer
from Wood Trails Proposal.)

Public Hearing Date: Thursday, March 1, 2007.

Time: 7:30 P.M. (the public hearing for the Wood Trails proposal will be
held on Wednesday, February 28, 2007)

Hearing Location: Woodinville Community Center Gym
17401 133rd Avenue NE
Woodinville, WA 98072

Date of Notice: February 12, 2007

Responsible Official: Cindy Baker, Director of Development Services

Signature: Cindy Baker **Date:** 2/8/07

Copies of all application documents, code provisions and other relevant materials are available for review or purchase at City Hall. In addition, a copy of the staff report will be available 7 days prior to the rezoning and preliminary plat hearing. All interested parties may appear and provide testimony regarding the above proposal at the Public Hearing. Written comments regarding this proposal will be accepted up to and at the Public Hearing. Written comments should be addressed to the Development Services Department at the address shown above. If you have questions, please call Susie McCann at (425)489-2754 ext. 2272.

EXHIBIT 44
PAGE 2 OF 3

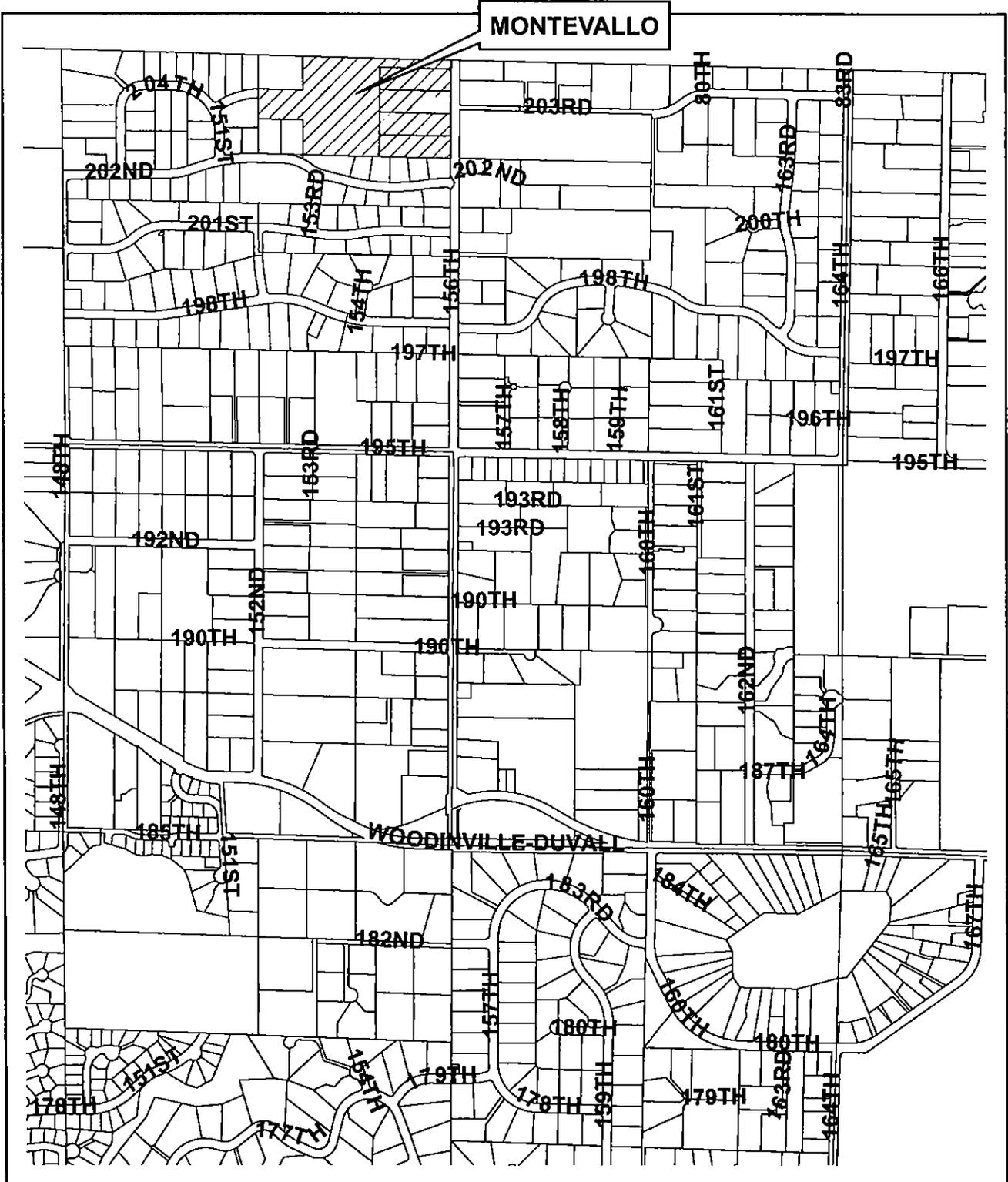
NOTE: The rezoning and preliminary plat hearing, subject to this notice, is an OPEN RECORD HEARING. A record of this hearing will be created. Any party interested in the recommendation and/or decision(s) arising from this hearing must present oral or written testimony for the record at the OPEN RECORD HEARING. **Rezoning Recommendation:** The hearing examiner will make a recommendation to the city council for its decision on the rezoning. An appeal of the rezoning is a judicial appeal to superior court. **Preliminary Plat Decision:** The hearing examiner will make a final decision on the preliminary plat, and any approval of the preliminary plat will be expressly conditioned and contingent upon the City Council's approval of the rezoning. The preliminary plat decision can be administratively appealed to the city council and is limited to the existing record (a CLOSED RECORD APPEAL PROCEEDING; no new factual evidence or information may be submitted)

MONTEVALLO REZONE AND PRELIMINARY PLAT



Parcel Numbers: 8078700010, 8078700020,
8078700030, 8078700040, 8078700050.

EXHIBIT 44
PAGE 3 OF 3



CITY OF WOODINVILLE
17301 NE 133rd Avenue NE
WOODINVILLE, WA 98072
(425) 489-2754
NOTICE OF PUBLIC HEARING



The City of Woodinville Hearing Examiner will conduct a Public Hearing to consider public comment on the Rezone & Preliminary Plat Application described below.

DESCRIPTION OF APPLICATION

Project Name: Montevally Rezone and Preliminary Plat (The rezone and preliminary plat will be considered concurrently, but with separate criteria and decisions)

File Number: ZMA 2004-053; PPA2004-054

Applicant(s): Phoenix Development, Inc.
16108 Ash Way, Suite 201
Lynnwood, WA 98037

Contact: Loree Quade

Location: Montevally: South of NE 205th Street & West of 156th Avenue NE, Woodinville, King County, Washington.

Section of Code Pertinent to Hearing Procedure: The public hearing will be governed by the procedures set forth in Chapter 17.15 WMC. Other applicable provisions of the WMC include but are not limited to, Titles 12, 13, 14, 15, 16, 17, 20, 21, and 22.

Proposal: Montevally: Proposed subdivision of 16.5 acres into 66 Single Family lots (concurrent with a proposed zoning map amendment redesignating the project site from R1 to R4, with density transfer from Wood Trails Proposal.)

Public Hearing Date: Thursday, March 1, 2007.

Time: 7:30 P.M. (the public hearing for the Wood Trails proposal will be held on Wednesday, February 28, 2007)

Hearing Location: Woodinville Community Center Gym
17401 133rd Avenue NE
Woodinville, WA 98072

Date of Notice: February 12, 2007

Responsible Official: Cindy Baker, Director of Development Services

Signature: _____
Date: _____

Copies of all application documents, code provisions and other relevant materials are available for review or purchase at City Hall. In addition, a copy of the staff report will be available 7 days prior to the rezone and preliminary plat hearing. All interested parties may appear and provide testimony regarding the above proposal at the Public Hearing. Written comments regarding this proposal will be accepted up to and at the Public Hearing. Written comments should be addressed to the Development Services Department at the address shown above. If you have questions, please call Susie McCann at (425)489-2754 ext. 2272.

NOTE: The rezone and preliminary plat hearing, subject to this notice, is an OPEN RECORD HEARING. A record of this hearing will be created. Any party interested in the recommendation and/or decision(s) arising from this hearing must present oral or written testimony for the record at the OPEN RECORD HEARING. **Rezone Recommendation:** The hearing examiner will make a recommendation to the city council for its decision on the rezone. An appeal of the rezone is a judicial appeal to superior court. **Preliminary Plat Decision:** The hearing examiner will make a final decision on the preliminary plat, and any approval of the preliminary plat will be expressly conditioned and contingent upon the City Council's approval of the rezone. The preliminary plat decision can be administratively appealed to the city council and is limited to the existing record (a CLOSED RECORD APPEAL PROCEEDING; no new factual evidence or information may be submitted)



City of Woodinville
AFFIDAVIT OF POSTING
FOR
NOTICE OF PUBLIC HEARING

EXHIBIT 46
PAGE 1 OF 2

Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Permit Desk Hours • Monday – Friday • 8:30am – 4:00pm • Wednesday 11:30am-4:00pm

Phoenix Development, Inc
Applicant Name

ZMA 2004-053
PPA 2004-054
File Number

SIGN #ONE
MONTAVILLO

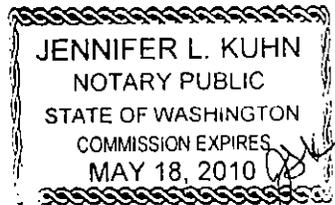
I understand that WMC 17.11.030 Application Requirements/Notice Methods of Woodinville Municipal Code of the City of Woodinville requires me to post the property at least fifteen (15) days prior to the Public Hearing.

I certify that on 2/12/07 the NOTICE OF PUBLIC HEARING SIGN(S) in accordance with applicable requirements and guidelines were posted on the property located at South of NE 205th & West of 156th so as to be clearly seen from each right-of-way providing vehicular access to the property.

State of Washington
County of King

Paul Bylina
Signature

Subscribed and Sworn to me this 13th day of February, 2007



Jennifer L Kuhn
Jennifer L Kuhn
Notary Public for the
State of Washington, residing
Woodinville, Washington
My Commission expires May 18, ~~2005~~ 2010

This affidavit must be properly completed upon this posting of the required Notice of Public Hearing and returned to the Development Services Department, not later than the 15th day preceding the Public Hearing date.

Return to:
City of Woodinville
Development Services
17301 133rd Avenue NE
Woodinville, WA 98072



City of Woodinville
AFFIDAVIT OF POSTING
FOR
NOTICE OF PUBLIC HEARING

EXHIBIT 46
PAGE 2 OF 2

Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Permit Desk Hours • Monday – Friday • 8:30am – 4:00pm • Wednesday 11:30am-4:00pm

Phoenix Development Inc
Applicant Name

PPA 2004-054
ZMA 2004-053
File Number
SIGN # two
MONTEVALLO

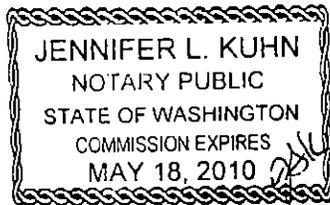
I understand that WMC 17.11.030 Application Requirements/Notice Methods of Woodinville Municipal Code of the City of Woodinville requires me to post the property at least fifteen (15) days prior to the Public Hearing.

I certify that on 2/12/07 the NOTICE OF PUBLIC HEARING SIGN(S) in accordance with applicable requirements and guidelines were posted on the property located at South of NE 205 at West of 156th so as to be clearly seen from each right-of-way providing vehicular access to the property.

State of Washington
County of King

[Signature]
Signature

Subscribed and Sworn to me this 13th day of February, 2007



Jennifer L Kuhn
Jennifer L Kuhn

Notary Public for the
State of Washington, residing
Woodinville, Washington
My Commission expires May 18, ~~2008~~ 2010

This affidavit must be properly completed upon this posting of the required Notice of Public Hearing and returned to the Development Services Department, not later than the 15th day preceding the Public Hearing date.

Return to:
City of Woodinville
Development Services
17301 133rd Avenue NE
Woodinville, WA 98072

EXHIBIT 47
PAGE 1 OF 1



HEARING EXAMINER
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201
(509) 625-6010

GREG SMITH

February 20, 2007

Sent via email

G. Richard Hill, Attorney at Law
email: rich@mhseattle.com

J. Richard Aramburu, Attorney at Law
email: rick@aramburu-eustis.com

Cindy Baker, City of Woodinville
email: cindyb@ci.woodinville.wa.us

Dear Ms. Baker, Mr. Aramburu and Mr. Hill:

I have been retained by the City of Woodinville to hold hearings on the Wood Trails Rezone and Preliminary Plat and the Montevallo Rezone and Preliminary Plat. Those hearings are scheduled for the evenings of Wednesday, February 28, 2007 and Thursday, March 1, 2007, respectively. The purpose of this email is to set forth the general hearing procedures for those hearings.

After I open the hearing and briefly describe the proposal, I will ask for City staff to give a report. That will be followed by the Applicant's presentation and then I will open up public testimony. At the close of public testimony I will allow the Staff and the Applicant an opportunity to comment on the public's testimony.

Testimony will be taken under oath and I do allow questioning of experts. I don't call it cross-examination because I believe that intimidates some people, but I do allow the questioning of experts but not lay people.

The two projects were separated into two hearings at the advice of Woodinville's counsel. I have been told that some members of the public view them as a single proposal and therefore will want to testify on both proposals at the same hearing. I also understand that some people may not want to come to both hearings. Therefore, I will take testimony on either project at both hearings subject, of course to time limitations. If there are an extraordinarily large number of people who wish to testify I will have to put a time limit on the testimony. Woodinville staff has informed me that the City Council usually allows three minutes per person or five minutes if you represent a group. If a group is represented by an attorney and that attorney will be speaking for a large group, I am willing to give the attorney additional time. I will decide the time limits when I see the size of the crowd and determine how many wish to testify.

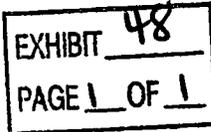
I hope this addresses the main issues on procedure and if I can answer questions for any of you, please contact me at my office in Spokane. Please let me know if you are aware of other attorneys who will be participating. Also, contact me if you desire to have a pre-hearing conference.

Sincerely,



Greg Smith
City of Spokane Hearing Examiner

MCCULLOUGH HILL, PS



February 15, 2007

VIA FACSIMILE

Zachary Lell
Ogden Murphy Wallace
1601 5th Avenue, Suite 2100
Seattle, WA 98101

Re: Wood Trails / Montevallo

Dear Mr. Lell:

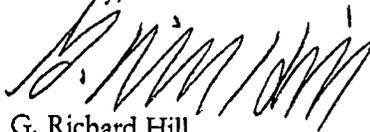
This confirms that Phoenix Development, the applicant for two separate subdivisions and zoning map amendment applications, Wood Trails and Montevallo, requests that the matters be heard in two separate public Hearing Examiner hearings.

As is evident from the file, these two projects were applied for at different times, are located at a distance from each other, and stand on their own merits. While Phoenix agreed at the City's request to have both applications reviewed in one environmental impact statement, Phoenix never was asked to, and never agreed to, consolidate the two projects into one consolidated application. Indeed, it does not appear that the City Code would even allow for two non-contiguous properties to be considered as one consolidated subdivision.

One of the primary reasons that Phoenix believes the applications should be considered separately by the Hearing Examiner is to increase the level of clarity and to decrease the level of confusion. The two properties are separate, and each property has its own environmental and land use issues. To merge the two in one hearing will impose an inappropriate burden on the decision-maker and any future appellate reviewer to determine whether comments being made refer to Wood Trails or Montevallo, or both.

Thank you for your consideration of these views.

Sincerely,



G. Richard Hill

GRH:lde

cc: Loree Quade
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ORDINANCE NO. 419

AN ORDINANCE OF THE CITY OF WOODINVILLE, WASHINGTON, ADOPTED PURSUANT TO RCW 35A.63.220 AND RCW 36.70A.390; IMPOSING A TEMPORARY MORATORIUM UPON THE RECEIPT AND PROCESSING OF BUILDING PERMIT AND OTHER LAND USE DEVELOPMENT APPLICATIONS WITHIN THE CITY'S R-1 ZONING DISTRICT; SETTING FORTH FINDINGS OF FACT IN SUPPORT OF SAID MORATORIUM; ENUMERATING LIMITED EXCEPTIONS; SCHEDULING A PUBLIC HEARING DATE; AUTHORIZING OFFICIAL INTERPRETATIONS BY THE CITY OF WOODINVILLE PLANNING DIRECTOR; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the City of Woodinville is currently undertaking a comprehensive "Sustainable Development" program that will yield significant policy recommendations regarding the protection of critical areas while simultaneously accommodating appropriate future growth within the City's R-1 Zoning District; and

WHEREAS, the Woodinville City Council desires to preserve the current *status quo* by imposing a temporary moratorium upon the acceptance and processing of building and other land use permit applications until the Sustainable Development program has concluded and the resulting policy recommendations are implemented; NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON,
DO ORDAIN AS FOLLOWS:

Section 1. Findings. The Woodinville City Council hereby makes the following findings in support of the moratorium imposed by this ordinance:

- A. The City of Woodinville is primarily zoned for residential land use.

B. The City has recently received numerous permit applications for development activity within the City's residential neighborhoods. Continued development of the City's residentially zoned neighborhoods — particularly the R-1 (one residential dwelling unit per acre) Zoning District — at current rates will irreversibly alter the character and physical environment of these areas in a manner potentially inconsistent with various goals and policies adopted by the City and mandated by the GMA.

C. The R-1 Zoning District comprises approximately 1,291 acres, and is the largest single zone within the City of Woodinville's territorial jurisdiction.

D. The R-1 Zoning District contains coarse, permeable geologic materials that allow infiltration to mapped critical aquifer recharge areas (CARAs), many of which have been characterized as possessing a "high" or "medium" potential for ground water contamination.

E. The R-1 Zoning District contains Lake Leota, a natural water body with known water quality impacts. The shallow ground water surrounding Lake Leota is believed to be hydrologically connected to local CARAs.

F. Regions within the R-1 Zoning District hydrologically drain toward areas characterized by "high" or "medium" potential for ground water contamination. Said areas are known or suspected of being hydrologically connected to Bear Creek, a significant and biologically productive salmonid-bearing stream. Other areas within the R-1 zone drain variously toward Lake Leota, Little Bear Creek, and Woodin Creek, the latter two of which are known to contain salmonids.

G. The Bear Creek Basin drainage area encompasses a significant portion of the eastern Woodinville City limits within the R-1 Zoning District. The basin drains southeasterly into the Cold Creek Natural Area wetland system, a complex network of wetlands and groundwater springs feeding the headwaters of Cold Creek and an important cold water source for the Bear Creek system. The Bear/Cottage Lake/Cold Creek system is formally rated as a Tier I sub area under the draft WRIA 8 Chinook Salmon Conservation Plan, and the action start list for the North Lake Washington Chinook population is to identify and protect headwater areas, wetlands, groundwater sources, natural hydrologic processes and temperatures that support Chinook salmon within this area.

H. The R-1 Zoning District contains numerous steep slopes and areas characterized by high "geologic hazard" potential under the City's critical area mapping resources.

I. The eastern portion of the R-1 Zoning District contains the lowest existing development intensity, the highest total level of existing pervious surface area, and the most extensive tree canopy cover within the City — the removal or reduction of which would likely create adverse impacts to local hydrological cycles, increased sedimentation, and greater pollutant migration to local streams and wetlands. As such, the R-1 Zoning District contains

both the highest potential for environmental protection and enhancement, and the highest potential for environmental impact, loss or degradation of critical habitat for endangered species.

J. The R-1 Zoning District currently lacks the level of public infrastructure necessary to adequately support urban levels of service, including but not limited to sewer utility mains and transportation facilities. The City does not serve as the purveyor of sewer utility service within the R-1 Zoning District or elsewhere within the Woodinville community.

K. The City is required by the Growth Management Act (GMA) codified at Chapter 36.70A RCW to balance numerous competing policy interests with respect to local land use planning. Such policy interests include, *inter alia*, accommodation of appropriate urban growth, protection of critical areas, recognition of private property rights, retention of open space areas, conservation of fish and wildlife habitat, and ensuring the concurrent adequacy of public facilities and services necessary to support new development.

L. Protection of the local environment generally — and critical areas specifically — expressly underlies several goals, policies, programs and efforts adopted, funded and/or otherwise undertaken by the City. A partial, nonexclusive list of such goals, policies, programs and efforts is attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full.

M. The City has recently initiated a comprehensive “Sustainable Development” program in an attempt to ensure the compliance of future development within the City — specifically and particularly including the current R-1 Zoning District — with applicable GMA policies, goals and directives. The Sustainable Development program involves a thorough, detailed inventory of local environmental resources, projection of future development demand, and analysis of public infrastructure availability. The Sustainable Development program will ultimately yield recommendations for a multi-faceted regulatory approach to balance the competing policies of the GMA within the R-1 Zoning District — including but not limited to the protection of critical areas, the preservation and enhancement of anadromous fisheries, and the accommodation of appropriate residential growth.

N. The City is presently participating in a joint ground water study with King County and the City of Redmond. Results of the study are expected to provide more detailed information regarding local environmental resources, especially as they relate to local CARAs and hydrological connections to productive salmonid-bearing streams.

O. A significant probability exists that the City will amend several components of its Comprehensive Plan and development regulations upon completion of the Sustainable Development program — specifically and particularly including development regulations governing the current R-1 Zoning District.

P. The City Council desires to preserve the *status quo* within the R-1 Zoning District during the pendency of the City’s consideration, preparation and adoption of such amended development regulations.

Q. The acceptance and processing of building and other land use permit applications within the R-1 Zoning District prior to the City's implementation of such amendments would jeopardize the public interest by vesting development rights inconsistent with the City's amended regulations.

R. The City is authorized pursuant to RCW 35A.63.220 and RCW 36.70A.390 to adopt development moratoria for the purpose of preserving the *status quo* while new development standards are considered, prepared and enacted.

S. Imposing a temporary moratorium upon the receipt and processing of building and other land use permit applications specific to the R-1 Zoning District is consistent with the goals and policies enumerated in Exhibit A, and will serve the public interest.

T. The moratorium imposed herein is necessary for the protection of public health, property, safety and welfare. A public emergency exists requiring that the City's moratorium become effective immediately upon adoption.

U. The probable impact of the exceptions contained in Section 3 of this ordinance is *de minimus*, and will not materially detract from or otherwise subvert the purposes and desired effect of the moratorium imposed hereunder.

Section 2. Moratorium Imposed. The City hereby imposes a moratorium upon the receipt and processing of building permit applications, land use applications, and any other permit application for the development, rezoning or improvement of real property within the R-1 Zoning District as defined by Chapter 21.04 WMC and further delineated by the City's Official Zoning Map.

Section 3. Exceptions. The moratorium imposed under Section 2 of this ordinance shall not apply to (1) permit applications for the remodeling, expansion, restoration or refurbishment of existing single-family and multi-family residential structures, or (2) permit applications for publicly-owned structures and facilities.

Section 4. Effect upon Vested Rights. The moratorium imposed under Section 2 of this ordinance shall apply prospectively only, and shall operate to prevent the acceptance and processing of any permit application submitted after the effective date hereof.

Nothing in this ordinance shall be construed to extinguish, limit or otherwise infringe upon any permit applicant's vested development rights — as defined by state law and City of Woodinville regulations — with respect to any complete permit application submitted before the effective date hereof.

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court, board or tribunal 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 6. Public Hearing. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, a public hearing on the moratorium imposed under Section 2 of this ordinance is hereby scheduled for May 1, 2006 at 7:30 p.m. in the City Council Chambers of Woodinville City Hall, 17301 133rd Avenue NE. The City Clerk is authorized and directed to provide public notice of said hearing in accordance with applicable City standards. The City Council may in its discretion adopt additional findings of fact at the conclusion of said hearing.

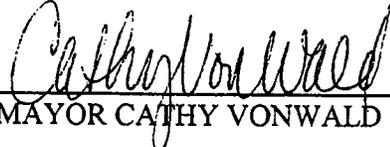
Section 7. Interpretative Authority. The City of Woodinville Planning Director is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance.

Section 8. Declaration of Emergency; Effective Date; Duration. Based upon the findings enumerated in Section 1 of this ordinance, the City Council declares a public emergency necessitating an immediate effective date of the moratorium imposed hereunder. Said moratorium shall take effect immediately, and shall remain effective for six months unless terminated earlier by the City Council. PROVIDED, that the City Council may, in its sole discretion, renew said moratorium for one or more six month periods in accordance with

state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

PASSED by the City Council of the City of Woodinville this 20th day of March ,2006.

APPROVED:



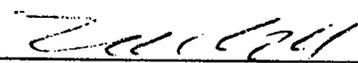
MAYOR CATHY VONWALD

ATTEST/AUTHENTICATED:



CITY CLERK, SANDRA PARKER, MMC

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 3-10-2006
PASSED BY THE CITY COUNCIL: 3-20-2006
PUBLISHED: 3-27-2006
EFFECTIVE DATE: 3-20-2006
ORDINANCE NO. 419

Exhibit A

A(1). The Woodinville City Council's adopted Environment Goal provides as follows:

Create a community that reduces the waste stream, promotes energy conservation, preserves and enhances aquatic and wildlife habitat, protects and improves water quality, and protects the public from natural hazards.

A. Remain an active partner in the WRIA Region 8 effort to develop, fund and implement early action strategies.

B. Work collaboratively through WRIA 8 with NMFS, State, tri-county and other public and private partners to develop a recovery plan for Puget Sound Chinook salmon.

A(2). The City has been actively involved in the WRIA recovery activities since the late 1990's.

A(3). In 1999, the Woodinville City Council approved Resolution No. 167, adopting key preliminary actions for the development of a species recovery plan in response to the listing of Puget Sound Chinook Salmon as threatened under the federal Endangered Species Act.

A(4). In 2001, the Woodinville City Council approved Resolution No. 194, adopting an "Early Action Program and Other On-going Investments for Species Protection" to establish the City's policy goals and strategies for conservation of salmonid stocks.

A(5). In 2002, the Woodinville City Council approved Resolution No. 222, adopting the "Regional Road Maintenance ESA Program Guidelines".

A(6). In 2002, the Woodinville City Council updated its Comprehensive Plan to expressly include an Environmental Element.

A(7). In 2004, the City updated its Critical Areas Ordinance to include "Best Available Science" in an effort to further protect critical areas during land use development.

A(8). In 2005, the Woodinville City Council approved Resolution No. 301, ratifying the Water Resource Inventory Area 8 Chinook Salmon Conservation Plan" dated February 25, 2005.

A(9). In 2006, the City initiated the update of its Shoreline Master Program pursuant to new guidelines promulgated by the Department of Ecology.

A(10). The City has acquired various parcels of real property in an effort to protect critical areas, and has expended significant resources to preserve, restore and enhance habitat located thereupon.

A(11). The City has commissioned habitat assessment studies of Little Bear and Woodin Creeks.

A(12). The City has initiated various fish habitat enhancement projects on Little Bear and Woodin Creeks.

A(13). The City currently sponsors or participates in numerous public programs that support environmental objectives, including but not limited to Salmon Watchers, Sammamish Re-Leaf, Arbor Day, chipping and recycling events, and sales of rain-barrels.

A(14). The City has initiated a storm water utility and implemented the Department of Ecology NPDES program to more effectively manage the impacts of storm water.

A(15). City staff routinely monitor environmental restoration projects in order to assure their success.

A(16). The City has implemented an Urban Forestry program to encourage retention and replacement of landscaping, especially trees.

A(17). The City's "Parks, Recreation and Open Space Plan" expressly identifies the need to protect open spaces and habitat pursuant to a comprehensive approach to natural resource management.

A(18). The Environmental Element of the City's Comprehensive Plan expressly includes the following policies:

GOAL ENV-3: To preserve and enhance aquatic and wildlife habitat.

Policies

- ENV-3.1 Encourage preservation of the urban forest.
- ENV-3.2 Identify and ensure the protection of sensitive habitat areas, including wetlands, streams and shorelines.
- ENV-3.3 Maintain a standard of no net loss in the functions and values of sensitive habitat features, including wetlands, streams, lakes and shoreline areas.
- ENV-3.4 Maintain connectivity between sensitive areas, including the Sammamish River and related streams, to provide safe travel routes for wildlife and fish and improve the biological integrity of sensitive habitat areas.
- ENV -3.5 Support watershed-based salmon recovery efforts and compliance with the requirements of the Endangered Species Act (ESA).

- ENV-3.6 Periodically review and update the Shoreline Master Program and sensitive areas regulations to ensure consistency with the policies of this Comprehensive Plan, the Shoreline Management Act and the Department of Ecology shoreline regulations.
- ENV-3.7 Encourage the use of native plants in residential and commercial landscapes.
- ENV-3.8 Consider and incorporate the best available science, consistent with the GMA and applicable rules, in developing regulations for fish and wildlife habitat areas, wetlands, and other critical areas.
- ENV-3.9 Employ adaptive management for natural habitat. Adaptive management allows the City to monitor and make adjustments to its regulations as appropriate in response to changing conditions or new information.
- ENV-3.10 Encourage acquisition of sites that protect habitat, stream corridors and provide aquatic habitat.
- ENV-3.11 Encourage the restoration of ecological functions and the natural environment in environmentally damaged areas.
- ENV-3.12 Participate in efforts to minimize drawdowns and warming of the Sammamish River.

GOAL ENV-4: To protect the public from floods, landslides, erosion and other natural hazards resulting from disturbance of the environment.

Policies

- ENV-4.1 Protect public safety in potential seismic, flood hazard and slide hazard areas.
- ENV-4.2 Minimize the adverse effects of development on topographic, geologic and hydrologic features, and native vegetation.
- ENV-4.3 Control the quantity and velocity of surface water runoff.

GOAL ENV-5: To protect and improve water quality.

Policies

- ENV-5.1 Preserve aquifer-recharge areas.
- ENV-5.2 Include enhancement of shorelines and waterways with adjacent development activities.
- ENV-5.3 Minimize impervious surfaces.
- ENV-5.4 *Minimize impacts of recreational uses on water quality.*
- ENV-5.5 Protect the quality and quantity of water in waterways, wetlands, floodplains and watersheds from degradation.

ORDINANCE NO. 424

AN ORDINANCE OF THE CITY OF WOODINVILLE, WASHINGTON, AMENDING ORDINANCE NO. 419; INCORPORATING SUPPLEMENTAL FINDINGS OF FACT IN SUPPORT OF THE CITY'S TEMPORARY LAND USE MORATORIUM WITHIN THE R-1 ZONING DISTRICT; REVISING AND CLARIFYING THE EXEMPTIONS FOR SPECIFIED PERMIT APPROVALS UNDER THE MORATORIUM; REQUIRING CITY COUNCIL NOTIFICATION PRIOR TO ISSUANCE OF FORMAL INTERPRETATIONS UNDER THE MORATORIUM; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Woodinville City Council adopted Ordinance No. 419 on March 20, 2006 for the purpose of imposing a temporary moratorium upon the receipt and processing of new building, land use and other development permits within the City's R-1 Zoning District; and

WHEREAS, pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council conducted a public hearing on May 1, 2006, for the purpose of receiving and considering public testimony regarding Ordinance No. 419; and

WHEREAS, at the conclusion of the May 1, 2006, public hearing, the City Council formally adopted numerous supplemental findings in support of Ordinance No. 419; and

WHEREAS, based upon public comments received during the public hearing and subsequent Council deliberations, the City Council desires to amend Ordinance No. 419 for the purpose of formally incorporating the Council's supplemental findings, revising and clarifying the moratorium exemptions specified in the ordinance,

and requiring City Council notification before issuance of any official interpretations of the ordinance by the City's Planning Director;

NOW, THEREFORE,

THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Amendment of Section 1 of Ordinance No. 419. Section 1 of Ordinance No. 419 is hereby amended by the addition of a new subsection 1(V) to provide in its entirety as follows:

Findings. The Woodinville City Council hereby makes the following findings in support of the moratorium imposed by this ordinance:

V. The City has formally considered the GMA planning goals enumerated at RCW 36.70A.020 as evidenced by, *inter alia*, the Supplemental Findings attached hereto as Exhibit B and incorporated herein by this reference as if set forth in full.

Section 2. Addition of Exhibit B to Ordinance No. 419. Ordinance No. 419 is hereby amended by the addition of Exhibit B hereto, which shall be attached to Ordinance No. 419 and incorporated therein as if set forth in full.

Section 3. Amendment of Section 3 of Ordinance No. 419. Section 3 of Ordinance No. 419 is hereby amended to provide in its entirety as follows:

Exceptions. The moratorium imposed under Section 2 of this ordinance shall not apply to the following:

A. Permit applications for the remodeling, repair, expansion, restoration, refurbishment, enhancement or replacement of an existing structure;

B. Permit applications for the construction of structures and facilities directly related to, located on the same building site as, and incidental to an existing structure;

C. Permit applications related to a publicly owned structure or facility;

D. Permit applications to construct an accessory living quarters;

E. Building and other permits necessary to complete the construction of vested development projects, complete applications for which were received by the City prior to the effective date of this ordinance; and

Section 4. Amendment of Section 7 of Ordinance No. 419. Section 7 of

Ordinance No. 419 is hereby amended to provide in its entirety as follows:

Interpretive Authority. The City of Woodinville Planning Director is hereby authorized to issue official interpretations arising under or otherwise necessitated by this ordinance. Prior to issuance of any such official interpretation, the Planning Director shall formally notify the City Council of both the interpretation and any relevant background information.

Section 5. 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 6. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after publication.

PASSED by the City Council of the City of Woodinville this tenth day of July 2006.

APPROVED:



MAYOR CATHY VON WALD

ATTEST/AUTHENTICATED:



CITY CLERK, SANDRA PARKER, MMC

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY 

PASSED BY THE CITY COUNCIL: 7-10-2006
PUBLISHED: 7-17-2006
EFFECTIVE DATE: 7-22-2006
ORDINANCE NO. 424

Exhibit B

SUPPLEMENTAL FINDINGS IN SUPPORT OF DEVELOPMENT MORATORIUM

The Woodinville City Council reaffirms the findings contained in Ordinance No. 419. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council additionally enters the supplemental findings below in support of the temporary development moratorium imposed under that ordinance. The City has duly considered the Growth Management Act (GMA) planning goals enumerated in RCW 36.70A.020. The moratorium imposed under Ordinance No. 419 will assist the City in reviewing and amending its Comprehensive Plan and development regulations in a manner that appropriately balances these policy interests for the Woodinville community and physical environment. Specifically, the City has considered the following GMA goals:

1. Urban Growth - *Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner. (RCW 36.70A.020(1)).*

The City is committed to accommodating and encouraging appropriate levels of urban development in accordance with applicable GMA directives. The comprehensive Sustainable Development study that will be conducted during the moratorium period will help the City to identify which public facilities and services are needed in order to accommodate such future growth within the R-1 zoning district, an area that is — and historically has been — under-served with respect to utility service and other public facilities.

Moreover, the Sustainable Development study will help determine the appropriate phasing and installation timeframe regarding public facilities within the R-1 zone. This in turn will assist the City's capital planning and budgeting efforts. Other plans and studies, including but not limited to the Downtown/Little Bear Creek Corridor Master Plan (DT/LBC) and the Economic Development Study, are currently being reviewed by the City Council and will likewise assist the City in influencing the location and timing of urban development where adequate public facilities and services are provided.

2. Reduce Sprawl - *Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development. (RCW 36.70A.020(2)).*

The Sustainable Development study conducted during the moratorium period will help determine the measures necessary to encourage the conversion of undeveloped land at appropriate levels of urban density. The study is intended in part to help the City balance the need to accommodate growth while simultaneously ensuring appropriate protection of the local environment and natural resources. Innovative land use management techniques aimed at reducing sprawl and protecting the environment will

be evaluated as part of this process. It is anticipated that the City's development regulations may be amended at the conclusion of the Sustainable Development study process to specifically encourage and provide incentives for the use of such innovative techniques.

3. Transportation – *Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.* (RCW 36.70A.020(3)).

During the Sustainable Development study period, the City will examine the City's transportation infrastructure needs and the opportunity to accommodate multi-modal forms of transportation within the R-1 zoning district. The City intends to review the findings and recommendations from this study in conjunction with the transportation concurrency program separately being considered by the City. This analysis is needed in order to determine how appropriate growth — particularly within the R-1 zoning district — may be accommodated concurrently with necessary transportation facilities and services consistent with local and regional transportation plans.

4. Housing - *Encourage the availability of affordable housing to all economic segments of the population of this State, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.* (RCW 36.70A.020(4)).

As the largest contiguous residential area in the City, the R-1 zone contains a substantial percentage of the City's existing housing stock. Although single family homes are predominant in the R-1 zone, the development pattern in this zoning district has traditionally provided for a variety in age, style and size of houses. The Sustainable Development study conducted during the moratorium will help to determine appropriate development techniques — potentially including, but not limited to, low impact development standards — to protect the environment and natural resources while simultaneously accommodating growth and preserving existing housing stock.

5. Economic Development - *Encourage economic development throughout the State that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and disadvantaged persons, promote the retention and expansion of existing business and recruitment of new business, experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.* (RCW 36.70A.020(5)).

A critical goal of the City's long-range planning efforts is to enhance the economic vitality of the Woodinville community. However, this policy must be carefully balanced and viewed holistically with the City's other planning goals to ensure an appropriate balance of economic development, housing, and environmental protection. The results and recommendations of the City's Sustainable Development study will be considered

together with the City's economic development efforts to foster a complementary and coherent pattern of housing and business growth.

Furthermore, the State's fisheries are recognized as a significant element of the Pacific Northwest economy. Different portions of the City's R-1 zone drain into the headwaters of Bear Creek, and towards Little Bear Creek and Woodin Creek, all known to contain salmonids — including Chinook salmon. The Sustainable Development study will likely recommend methods of protecting this valuable economic resource through the adoption and implementation of careful and well-balanced land use planning and zoning measures. The City's Economic Study also identifies the livability of the City's residential neighborhoods and the protection of the natural environment as keys to the local economy's vitality. The Sustainable Development and Concurrency studies will serve to identify the need for public facilities and services which support economic development.

6. Property Rights - *Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions. (RCW 36.70A.020(6)).*

The moratorium process is a legally-sanctioned development control mechanism, and the City has enacted its R-1 moratorium ordinance in conformance with applicable state law. By its terms, the moratorium is of a limited, temporary duration, and will not be construed to violate any previous permit applicant's vested development rights as defined by state and local regulations. Moreover, the limited exceptions contained in Section 3 of Ordinance No. 419 authorize modification, remodeling and expansion of existing structures notwithstanding the moratorium, ensuring that landowners may continue to alter their existing residences during the pendency of the City's Sustainable Development study.

7. Permits - *Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability. (RCW 36.70A.020(7)).*

The receipt and processing of new land use permits under the moratorium will be suspended only for the limited time necessary to conduct the Sustainable Development study. Upon the expiration of the moratorium, the City will process development applications involving the R-1 zoning district in a fair and timely manner consistent with applicable state and local regulations.

The separate Development Services study initiated earlier this year is intended to make the City's permit process more efficient. The recommendations resulting from this study are expected to be implemented over the next few months. The Sustainable Development study will address current uncertainties regarding the R-1 zone. Having these questions answered, particularly with regard to appropriate environmental protections, will enhance the certainty of the City's permit application and approval

process. Individual property owners will know in advance what mitigation, construction techniques, and infrastructure is required for the proposed development of their property. This in turn will provide for more timely permit processing and the need for fewer individual environmental studies by permit applicants. The Development Services study will thus serve as a valuable resource for both the City and development applicants, and will increase the predictability of the development process within the R-1 zone.

8. Natural Resources - *Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses.* (RCW 36.70A.020(8)).

The Bear Creek Basin drainage area encompasses a significant portion of the eastern Woodinville City limits within the R-1 Zoning District. The basin drains southeasterly into the Cold Creek Natural Area wetland system, a complex network of wetlands and groundwater springs feeding the headwaters of Cold Creek and an important cold water source for the Bear Creek system. The Bear/Cottage Lake/Cold Creek system is formally rated as a Tier I subarea under the draft WRIA 8 Chinook Salmon Conservation Plan, and the action start list for the North Lake Washington Chinook population is to identify and protect headwater areas, wetlands, groundwater sources, natural hydrologic processes and temperatures that support Chinook salmon within this area. The Sustainable Development study conducted during the moratorium period will provide policy recommendations concerning the protection of these valuable resources.

9. Open Space and Recreation - *Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.* (RCW 36.70A.020(9)).

The Sustainable Development studies will assist in identifying potential park and recreation (i.e., trail) opportunities in concert with habitat conservation areas.

10. Environment - *Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.* (RCW 36.70A.020(10)).

A primary purpose of the Sustainable Development study is to address the protection of the environment, quality of life, air and water quality, and the availability of water resources. The City's R-1 zoning district contains coarse, permeable geologic materials that allow infiltration to mapped critical aquifer recharge areas (CARAs), many of which have been characterized as possessing a "high" or "medium" potential for ground water contamination. The R-1 Zoning District also contains Lake Leota, a natural water body, with known water quality impacts. The shallow ground water surrounding Lake Leota is believed to be hydrologically connected to local CARAs.

Regions within the R-1 Zoning District hydrologically drain toward areas characterized by "high" or "medium" potential for ground water contamination. Said areas are known or suspected of being hydrologically connected to Bear Creek, a significant and biologically productive salmonid-bearing stream. Other areas within the R-1 zone drain variously toward Lake Leota, Little Bear Creek, and Woodin Creek, the latter two of which are known to contain salmonids.

11. Citizen Participation and Coordination - *Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.* (RCW 36.70A.020(11)).

The City is committed to providing opportunities for citizen involvement in the public process. The City Council's adoption of Ordinance No. 419 occurred at a public meeting on March 20, 2006, and substantial public comment was received at that meeting. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council also held a public hearing on May 1, 2006 to receive and consider public testimony regarding the R-1 moratorium.

The City Council has also proposed the formation of a Citizen Advisory Panel to assist the Sustainable Development study consultants and the Planning Commission in reviewing information and the promulgation of land use management policies and tools to address environmental protection and development issues within the R-1 zone. Any amendments to the City's Comprehensive Plan and/or development regulations recommended by the Sustainable Development study will undergo significant public scrutiny and commentary before both the Planning Commission and the City Council. It is contemplated and encouraged that residents, property owners, businesses and all other interested parties will participate in this process. Because the R-1 zone area is adjacent to unincorporated areas of both King County and Snohomish County, these counties will also be asked to participate in the review of the studies and potential outcomes.

12. Public Facilities and Services - *Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.* (RCW 36.70A.020(12)).

As explained with respect to subsection 3 above, the Sustainable Development study will examine the City's transportation infrastructure needs and the opportunity to accommodate multi-modal forms of transportation within the R-1 zoning district. The City intends to review the findings and recommendations from this study in conjunction with the transportation concurrency program separately being considered by the City. This analysis is needed in order to determine how appropriate growth — particularly within the R-1 zoning district — may be accommodated concurrently with necessary

transportation facilities and services and consistent with local and regional transportation plans.

13. Historic Preservation - *Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.* (RCW 36.70A.020(13)).

At this time, there are no lands, sites, or structures within the R-1 zone area known to have historical or archaeological significance.

ORDINANCE NO. 427

AN ORDINANCE OF THE CITY OF WOODINVILLE, WASHINGTON, AMENDING ORDINANCE NO. 419; RENEWING FOR AN ADDITIONAL SIX MONTH PERIOD THE TEMPORARY R-1 ZONING DISTRICT LAND USE PERMITTING MORATORIUM CURRENTLY SCHEDULED TO EXPIRE ON SEPTEMBER 20, 2006; ADOPTING FINDINGS IN SUPPORT OF SAID RENEWAL; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, through the adoption of Ordinance No. 419 on March 20, 2006, the Woodinville City Council imposed a six-month moratorium upon the receipt and processing of new land use permit applications within the City's R-1 Zoning District; and

WHEREAS, Ordinance No. 419 was amended by Ordinance No. 424 on July 10, 2006, which adopted additional supportive findings and clarified the scope of specified exemptions to the moratorium; and

WHEREAS, the chief purpose of the moratorium is to preserve the *status quo* while the City's Sustainable Development study is completed and new development standards are considered and duly enacted; and

WHEREAS, the Sustainable Development study is proceeding steadily, but will not be fully completed prior to the September 20, 2006 expiration date of the moratorium; and

WHEREAS, it is necessary to renew the moratorium imposed under Ordinance No. 419 in order to prevent land use permit applicants from obtaining vested development rights inconsistent with the anticipated code amendments that will likely result from the Sustainable Development study;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WOODINVILLE, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The recitals above are hereby adopted as findings in support of the moratorium renewal effected by this ordinance. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council further makes and enters the additional findings contained in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full.

Section 2. Renewal of Moratorium. The moratorium imposed under Ordinance No. 419, as amended by Ordinance No. 424, is hereby renewed for an

additional six month period commencing upon September 20, 2006. Section 8 of Ordinance No. 419 is accordingly amended to provide in its entirety as follows:

Based upon the findings enumerated in Section 1 of this ordinance and any subsequent enactment relevant hereto, the City Council declares a public emergency necessitating an immediate effective date of the moratorium imposed hereunder. Said moratorium shall take effect immediately, and shall remain effective for one year unless terminated earlier by the City Council. PROVIDED, that the City Council may, in its sole discretion, renew said moratorium for one or more six month periods in accordance with state law. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City.

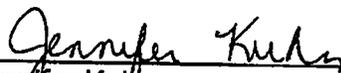
Section 3. Declaration of Emergency; Statement of Urgency; Effective Date. Based upon the findings set forth in Section 1 hereof and Exhibit A hereto, the City Council declares a public emergency necessitating an immediate effective date in order to protect public health, safety, property, peace, welfare and the local environment. This ordinance shall accordingly take effect immediately upon adoption.

Section 4. 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.

ADOPTED BY THE CITY COUNCIL AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 11TH DAY OF SEPTEMBER 2006.

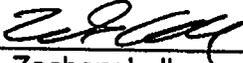

Cathy VonWald, Mayor

ATTEST/AUTHENTICATED:


Jennifer Kuhn
City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY



J. Zachary Lell
City Attorney

PASSED BY THE CITY COUNCIL: 9-11-2006
PUBLISHED: 9-18-2006
EFFECTIVE DATE: 9-20-2006
ORDINANCE NO. 427

EXHIBIT A

FINDINGS IN SUPPORT OF MORATORIUM RENEWAL

The Woodinville City Council hereby reaffirms and incorporates by reference the findings contained in Ordinance Nos. 419 and 424. Pursuant to RCW 35A.63.220 and RCW 36.70A.390, the City Council additionally enters the findings below in support of the moratorium renewal effected by this ordinance. Specifically, the City Council has considered the planning goals set forth at Chapter 36.70A RCW, and acknowledges the following circumstances concerning the Sustainable Development study currently underway to resolve outstanding planning and development issues within the R-1 Zoning District:

1. RCW 36.70A.390 and RCW 35A.63.220 expressly authorize renewal of moratoria for one or more six month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.
2. The current moratorium was imposed on March 20, 2006. The City subsequently approved a contract with Steward & Associates to perform a comprehensive Sustainable Development study during the moratorium period. The study's purpose is to assist the City in determining the appropriate levels of urban density and development within the City's R-1 Zoning District, protecting the local environment, and ensuring compliance with applicable GMA planning goals. It is anticipated that the City's Comprehensive Plan, Critical Areas Ordinance and development regulations may be amended at the conclusion of the Sustainable Development study process, which is currently expected to be completed in late September or early October, 2006.
3. In July 2006, the City approved a contract with EKW Law to provide legal counsel regarding issues associated with GMA compliance and other legal matters relevant to the Sustainable Development program.
4. On June 7, 2006 the City Planning Commission appointed an 11 member Citizen Advisory Panel (CAP) to provide public input to and oversee study activities associated with the Sustainable Development program and make appropriate recommendations to the Planning Commission and City Council. The CAP has had three meetings to date with the City consultants and staff involved in the Sustainable Development program.
5. Various factors, including but not limited to the unforeseen complexity of necessary environmental studies and delays in compiling relevant data, have postponed the originally anticipated completion date for the Sustainable Development study.
6. Additional time is necessary in order to complete the Sustainable Development study, appropriately process and respond to any recommendations arising out of the study, and enact necessary amendments to the City's Comprehensive Plan and development regulations.
7. The City Council received a status report from its Sustainable Development consultants at the August 7, 2006 Council meeting indicating that the study would not be completed until after the current expiration date of the moratorium.
8. The earliest available City Council meeting for which to publicly notice, schedule and conduct the public hearing necessary to renew the current moratorium is September 11, 2006.
9. Pursuant to RCW 35A.13.190, an ordinance generally does not take effect until five days after the date of its publication. The earliest available publication date following the September 11, 2006 City Council meeting is September 18, 2006.
10. Delaying the effective date of the moratorium renewal until five days after the anticipated September 18, 2006 publication date would allow the current moratorium to expire for a period of at least three days, which in turn could allow land use permit applicants to obtain vested development rights inconsistent with the Comprehensive Plan and development code amendments that will result from the Sustainable Development program.

11. Allowing land use development within the City's R-1 Zoning District inconsistent with the above-referenced amendments would jeopardize and pose an imminent threat to public health, peace, welfare, property and the local environment.

12. In order to prevent the accrual of vested development rights prior to the completion of the Sustainable Development study and adoption of appropriate Comprehensive Plan and development code amendments, it is necessary and urgent for the moratorium renewal enacted by this ordinance to take effect immediately upon the expiration of the current moratorium, and for this ordinance to take effect immediately upon adoption. The immediate necessity of this action prevents the City's compliance with otherwise-applicable adoption procedures and processes.

13. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council held a public hearing on September 11, 2006 regarding the moratorium renewal effected by this ordinance.

14. The City is working diligently and in good faith to complete the Sustainable Development study and will take appropriate action, pursuant to applicable procedures and standards, to expeditiously process the Comprehensive Plan and development regulation amendments recommended by the study.

Wood Trails/Montevallo – Agency Distribution List

EXHIBIT 50
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Federal Agencies

US Environment Protection Agency, Region 10
1200 Sixth Avenue
Seattle, WA 98101

US Fish and Wildlife Service
911 NE 11th Avenue
Portland, Oregon 97232-4181

Native American Tribes

Muckleshoot Indian Tribe
Environmental Division
Fisheries Department
39015 - 172nd SE
Auburn, WA 98002

State Agencies

Washington Department of Ecology
Northwest Regional Office
3190 160th Avenue SE
Bellevue WA 98008-5452

SEPA/GMA Coordinator
Department of Ecology
PO Box 47600
Olympia WA 98504-7600

SEPA Registrar
Department of Ecology
Environmental Review Section
PO BOX 47703
Olympia WA 98504

Rebecca Barney
Department of Corrections
PO Box 41112
Olympia WA 98504-1112

Lorinda Anderson
Interagency Committee on Outdoor Recreation
PO Box 40917
Olympia WA 98504-0917

Steve Penland
Department of Fish and Wildlife
PO Box 43155
Olympia WA 98504-3155

Bill Koss
Parks and Recreation Commission
PO Box 42650
Olympia WA 98504-2650

Anne Sharar
Department of Natural Resources
PO Box 47001
Olympia WA 89504-7001

<p>Elizabeth McNagny Dept. of Social and Health Services PO Box 45848 Olympia WA 98504-5848</p>
<p>Harriet Beale Puget Sound Water Quality Action Team PO Box 40900 Olympia WA 98504-0900</p>
<p>Bill Wiebe Washington Department of Transportation PO Box 47300 Olympia WA 98504-7370</p>
<p>Washington CTED Growth Management Services PO Box 42525 Olympia WA 98504-2525</p>
<p>John Aden Department of Health Division of Drinking Water PO Box 47822 Olympia WA 98504-7822</p>
<p>State of Washington Capital Projects Department of Transportation Attn: Ramin Pazooki PO Box 330310/MS 240 Seattle WA 98133-9710</p>
<p>WSDOT Northwest Region K. C. Area Developer Services P. O. Box 330310 / MS 240 Seattle WA 98133-9710</p>
<p>Ginger Holser Dept. of Fish and Wildlife 16018 Mill Creek Blvd. Mill Creek WA 98012</p>
<p>Washington State Office of Archaeology and Historic Preservation PO Box 48343 Olympia, WA 98504-8343</p>
<p>Washington State Patrol 2803 156th Ave SE Bellevue, WA 98007</p>
<p>Local Jurisdictions</p>
<p>Snohomish County Department of Planning & Development Services 3000 Rockefeller Everett, WA 98201</p>
<p>City of Bothell Wasim Khan, PE</p>

9654 NE 182 nd ST Bothell WA 98011
King County Department of Development and Environmental Services Attn: Barbara Heavey 900 Oaksdale Avenue SW Renton, WA 98055
City of Bothell Responsible SEPA Official 18305 101 st Avenue NE Bothell, WA 98011
Ms. Shirley Marroquin Envir Planning Supervisor King County Wastewater Treatment 201 S. Jackson Street MS KSC-NR-0505 Seattle, WA 98104-3855
Steve Foley, Senior Engineer King County Water and Lands Resource Division 201 South Jackson Street, Suite 600 Seattle, Wa 98104-3855

J. RICHARD ARAMBURU
ATTORNEY AT LAW
SUITE 209, COLLEGE CLUB BUILDING
505 MADISON STREET
SEATTLE, WASHINGTON 98104
(206) 625-2518 • FAX (206) 682-1376

J. RICHARD ARAMBURU
JEFFREY M. EUSTIS

EXHIBIT 51
PAGE 1 OF 29

November 28, 2006

Cindy Baker
Interim Director
Department of Community Development
City of Woodinville
17301 - 133rd Avenue NE
Woodinville WA 98072

Re: REQUEST FOR INTERPRETATION

Dear Ms. Baker:

This office represents the Concerned Citizens of Wellington (CNW) a local neighborhood organization. CNW has been actively involved with the review of the Wood Trails and Montevallo rezoning and plat applications (collectively referenced as "WT/M").

The WT/M applicant has asked for a rezone from R-1 to R-4 and has also applied for preliminary plats for the two properties. Application ZMA 2004-053 is the zoning map amendment for Wood Trails and application ZMA 2004-094 is the zoning map amendment for the Montevallo proposal. The plat proposals are assigned different application numbers, PPA2004-0054 and PPA 2004-093 respectively. Significantly, neither of the plat proposals is consistent with R-1 zoning.

A question has arisen as to how these proposals should be considered by the city during its review process. Accordingly, CNW requests a formal interpretation by the planning director as to how the rezone and plat proposals will be considered during the review process. See WMC 17.07.080.

In particular, we believe that the correct interpretation of the applicable state laws and city ordinances is as follows.

1. The terms of state law and City of Woodinville codes do not permit the consideration of a preliminary plat application until, and unless, it is consistent with adopted zoning and land use ordinances. As applied to the WT/M

November 28, 2006

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proposals, the preliminary plats cannot be considered, or be the subject of public hearings, unless the respective properties are rezoned to a zone that would allow the densities proposed.

2. The WT/M plat proposals are not vested against zoning or other land use changes because they are not consistent with the applicable R-1 zoning of those properties.

3. The WT/M plat proposal should be suspended, dismissed or cancelled without prejudice to being refiled if the zoning on the properties changes to allow the densities proposed.

We ask that you issue a formal interpretation concurring with the foregoing. The basis for our interpretation is as follows.

Under Washington law, a subdivision must be consistent with local zoning. RCW 58.17.195. The subdivision statute further has a very specific provision relating to vesting to zoning codes in RCW 58.17.033, which states:

(1) A proposed division of land, as defined in RCW 58.17.020, shall be considered under the subdivision or short subdivision ordinance, and zoning or other land use control ordinances, in effect on the land at the time a fully completed application for preliminary plat approval of the subdivision, or short plat approval of the short subdivision, has been submitted to the appropriate county, city, or town official.

(Emphasis supplied.) This vesting rule is specific and requires that a plat be "considered" only under zoning in effect at the time the complete application for the plat is filed. In the case of the WT/M proposals that zoning was - and is - R-1.

Washington caselaw confirms the plain meaning of the statute:

" '[V]esting' refers generally to the notion that a land use application, under the proper conditions, will be considered only under the land use statutes and ordinances in effect at the time of the application's submission." *Noble Manor Co. v. Pierce County*, 133 Wash.2d 269, 275, 943 P.2d 1378 (1997).

Westside Business Park, LLC v. Pierce County, 100 Wash.App. 599, 603, 5 P.3d 713 (2000).

In the present case, the zoning for the property is R-1 and the WT/M plat proposals show a density of development that is inconsistent with that zoning. The rule for these circumstances is very clear and long established:

November 28, 2006
Page 3

Therefore, since any approval or modification by the reviewers of a preliminary plat is binding where infirmities appear that would preclude any possible approval (such as clear zoning violations), it is incumbent upon the planning body to reject the plat.

Loveless v. Yantis, 82 Wash.2d 754, 761, 513 P.2d 1023 (1973). Indeed, the original letters from the city accepting the applications plainly stated the rule:

A complete application results in two actions. First, it vests that application against future land use amendments; that is the land use regulations in effect as of the date of vesting are those that are used to review your application, unless otherwise stated. Any future change in regulations should not impact your application.

(Emphasis supplied). See Letters of July 8, 2004 and November 23, 2004 to Loree Quade. Based on these rules, the WT/M plat proposals must be rejected, without prejudice to refiling if the zoning is changed to allow the densities proposed.

In addition, for preliminary plats, the Hearing Examiner makes final decisions, subject to appeal. See WMC 17.07.030. However, on a rezone application, the Hearing Examiner only makes a recommendation to the City Council, which must adopt the zoning map amendment by ordinance. See 21.04.190 ("Changes in the boundaries of the zones shall be made by ordinance adopting or amending the zoning map.") Accordingly, when the Hearing Examiner makes his final decision on the plat, the property will still be zoned R-1 and will remain so until the Council acts. Thus, because of different methods of review, the preliminary plat cannot be considered until rezone proceedings are complete.

Caselaw is also clear that the vesting rule applies even if a more favorable ordinance to the developer/applicant is passed. The caselaw does not permit an applicant to "cherry-pick" new more favorable regulations:

East also argues that it is entitled to have its application evaluated under the 1994 SWMP regulations because it could have withdrawn its application and resubmitted it after the favorable amendments. Then it would have been subject to the 1994 regulations. East is correct. It could have resubmitted its application, but it did not. If it had, East's proposal would have received a new application date and been subject to all laws and regulations in effect on that date. East's selective waiver allowed it to comply with favorable 1994 regulations while enforcing the 1991 regulations in effect on the application date when they worked to East's advantage. Stated differently, East would "cherry pick" which regulations it wished to have its application evaluated under. East does not cite

November 28, 2006
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authority supporting its claim that a developer has a right to "opt out" of the regulations in place at the time its application "vested" and we are not persuaded by its argument.

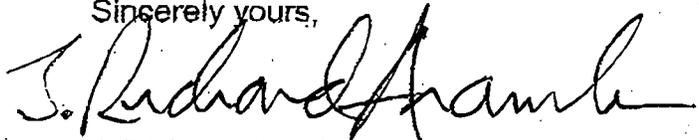
East County Reclamation Co. v. Bjornsen, 125 Wash.App. 432, 439, 105 P.3d 94 (2005) (Emphasis supplied). See also *Buechel v. State Dept. of Ecology*, 125 Wash.2d 196, 207, 884 P.2d 910 (1994) (Footnote 35).

The rules above make common sense. Interested parties appearing at a public hearing need to know the fundamental rules to be applied to a project under consideration, not to assume that zoning might, or might not, change. A staff report will also be prepared and that report should be based on the current standards and rules, not on possible future modifications. Thus, speculation about what zoning applies to the property is not appropriate in this context. It also creates significant prejudice to CNW and other interested parties who will not know the underlying zoning to be applied at the required open record public hearing, which will be their only opportunity to make a record for subsequent proceedings. This includes significant expense in preparing for a preliminary plat hearing which might be entirely unnecessary if the rezone is disapproved.

Nothing in the Local Project Review statute, RCW ch. 36.70B changes or modifies the rule that a preliminary plat must be "considered" under the rules that were in effect at the time of filing. Any provisions for consolidated hearing procedures, which apply generally, must defer to the specific vesting rules for preliminary plats, especially RCW 58.17.033.

Thank you for your attention to this request. CNW would appreciate a prompt response. If there are processing fees applicable to this request, kindly advise this office and we will promptly pay any required filing fees.

Sincerely yours,



J. Richard Aramburu

JRA:cc

cc: Clients
Zach Leil

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EXHIBIT 51
PAGE 5 OF 29

**J. RICHARD ARAMBURU
JEFFREY M. EUSTIS**

Attorneys at Law
505 Madison Street, Suite 209
Seattle, Washington 98104
(206) 625-9515
Fax: (206) 682-1376

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DEC 19 2006

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

cc to CB Dir

FAX COVER SHEET

To: CINDY BAKER
City of Woodinville
425/489-2756

J. ZACHARY ZELL
Ogden Murphy Wallace
206/447-0215

From: J. Richard Aramburu
Client/Matter: Wood Trails/Montevallo
Date: December 19, 2006

DOCUMENTS	NUMBER OF PAGES*
Letter and attachment	6

COMMENTS: Copies to follow by mail.

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**J. RICHARD ARAMBURU
JEFFREY M. EUSTIS**

Attorneys at Law
505 Madison Street, Suite 209
Seattle, Washington 98104
(206) 625-9515 Fax: (206) 682-1376

EXHIBIT 51
PAGE 12 OF 29

December 19, 2006

Ms. Cindy Baker
Interim Director
Department of Community Development
City of Woodinville
17301 - 133rd Avenue NE
Woodinville WA 98072

Re: Request for Interpretation Concerning Application of
City of Woodinville Codes.

Dear Ms. Baker:

On November 28, 2006, I faxed, e-mailed and mailed you a Request for Interpretation on behalf of my client Concerned Neighbors of Wellington (CNW). My letter requested a code interpretation concerning the correct hearing procedures for a combined rezone and plat application with emphasis on the Wood Trail and Montevallo ("WT/M") proposals. A copy of my letter is attached. This was a second request for interpretation on the WT/M matter; an Official Planning Director Interpretation regarding procedures for appeal of the adequacy of final environment impact statements was issued on November 1, 2006.

Three weeks have now passed and we have not received a response to our request. In the interim, the FEIS for the WT/M proposals was issued on December 13. Just yesterday, a notice was sent from your office which set public hearing dates on this matter for February 28 and March 1, 2007.

CNW requests that the City issue an interpretation decision on our request as soon as possible. This interpretation is critical to guide preparation of comments and presentations at the public hearing and review by the City Council. In addition, if the interpretation is

December 19, 2006

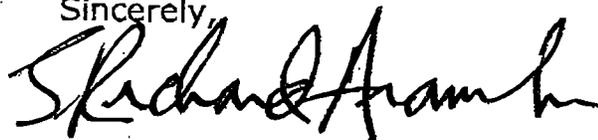
Page 2

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appealed pursuant to the City of Woodinville codes, such an appeal should be expedited to assure a decision before the hearing.

Thank you for your prompt attention to our request.

Sincerely,



J. Richard Aramburu

JRA/py

cc:

Zach Lell, City Attorney

J. RICHARD ARAMBURU
JEFFREY M. EUSTIS

Attorneys at Law

505 Madison Street, Suite 209
Seattle, Washington 98104
(206) 625-9515 Fax: (206) 682-1376



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JAN 19 2007

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

January 18, 2007

Ms. Cindy Baker
Interim Director
Department of Community Development
City of Woodinville
17301 - 133rd Avenue NE
Woodinville WA 98072

Re: Request for Interpretation Concerning Application
of City of Woodinville Codes: Wood Trail and
Montevallo proposals

Dear Ms. Baker:

This is the third letter I have written to the City concerning my request for interpretation filed on behalf of my clients, Concerned Neighbors of Wellington (CNW). By way of background, on November 28, 2006 I faxed, e-mailed and mailed by you a Request for Interpretation on behalf of CNW. On December 19, 2006 I wrote you another letter concerning this matter requesting immediate action on our interpretation request.

Our request for interpretation concerns procedures for review of proposals for rezone and preliminary plat approval under City of Woodinville codes. Our request on November 28 was made so that an interpretation could be issued by the City, and possibly appealed, in advance of the then unscheduled hearings on the Wood Trail and Montevallo proposals.

As noted in my December 19, 2006 letter the FEIS for the Wood Trails/Montevallo proposals was issued on December 13, and on December 18, a notice was sent that sent February 28 and March 1, 2007 as the dates for hearings on these matters.

January 18, 2007
Page 2

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I fail to understand why the City is refusing to issue an interpretation, or to even acknowledge my request for one. As I have explained before, the outcome of the interpretation is critical to the nature and content of public comment and involvement at the February 28 and March 1, 2007 hearings. Indeed, one of the purposes of the interpretation process as mandated by the Growth Management Act is to resolve the meaning of local ordinances in advance of public hearings or critical processing.

If the decision of the City is to simply ignore our request, or to refuse to issue an interpretation on this subject, we would appreciate being informed of such decision as soon as possible. Regrettably, the City's refusal to act on our interpretation has put into jeopardy both orderly procedure at the hearing and the substantive result that may flow therefrom.

We would appreciate a response to this letter at your earliest convenience.

Sincerely,

J. Richard Aramburu

JRA/py

cc: Zach Lell, City Attorney
Woodinville City Council Members
Concerned Neighbors of Wellington

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JAN 19 2007

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

Copies: Cinda
Steve
Ray
Bob
Charlene
Connie



EXHIBIT 51
PAGE 10 OF 29

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FEB 01 2007
Woodinville

J. Zachary Lell

January 30, 2007

VIA FACSIMILE AND U.S. MAIL

J. Richard Aramburu, Attorney at Law
Suite 209, College Club Building
505 Madison Street
Seattle, WA 98104

RECEIVED

FEB 01 2007

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

Re: Wood Trails/Montevallo Rezone and Plat Applications
Request for Administrative Interpretation

Dear Mr. Aramburu:

Please accept the following as the City of Woodinville's response to your letters dated November 28, 2006, December 19, 2006 and January 18, 2007, regarding the plat and rezone applications currently pending for the Wood Trails and Montevallo development projects. Cindy Baker, the City's Development Services Director, has spent much of the past six weeks out of state dealing with the unexpected passing of her father. I would ask that you and your clients remain respectful of Ms. Baker's loss in future communications with her. I would also ask that you consider the practical impact of the recent storms, power outages, holiday season and other circumstances upon the City's priorities and resources.

You have requested an administrative interpretation regarding the procedure the City intends to utilize in processing the above-referenced development applications. The staff report that will be prepared and distributed prior to the February 28 - March 1, 2007 public hearing on this matter will include the Director's analysis of all relevant procedural requirements. Summarized, applicable City regulations designate both preliminary plat applications and site-specific rezone requests as Type III project permits subject to review and a public hearing before the hearing examiner. See WMC 17.07.030. The examiner makes a recommendation to the City Council regarding rezone requests and renders a final decision on preliminary plat applications. See WMC 17.07.030; WMC 21.42.110(2). Where — as in the Wood Trails/Montevallo matter — a project proponent requests consolidation of two or more permit applications for the same development, both City regulations (Chapter 17.07 WMC) and state law (Chapter 36.70B RCW) allow the permits to be processed simultaneously in a single open-record hearing.

Your November 28, 2006 letter correctly notes that both the Wood Trails and Montevallo subdivision proposals contemplate residential densities obtainable only through a rezone. Both plats thus depend upon the applicant's concurrent zone reclassification requests, which if

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J. Richard Arumburu, Attorney at Law
January 30, 2007
Page 2

approved by the City Council would elevate the subject parcels to an R-4 density level. The crux of your November 28 letter contends that the City must postpone its hearing regarding the Wood Trails/Montevallo subdivision applications unless and until the Woodinville City Council has approved the applicant's requested rezones.

The City respectfully disagrees with your position. Chapter 36.70B RCW provides for optional consolidation of multiple project permits that are related to the same underlying development proposal, and requires a single, consolidated open-record hearing in such circumstances. *See* RCW 36.70B.120. The statute expressly defines "project permit" to include both subdivisions and site-specific rezones that do not require a comprehensive plan amendment. *See* RCW 36.70B.020(4). Under your suggested approach, the plat applications and rezone requests for the Wood Trails/Montevallo developments would be subject to *separate* sequential hearings — a result facially inconsistent with the consolidation mandate of Chapter 36.70B RCW.

With specific respect to the Wood Trails/Montevallo proposals, any hearing examiner approval of the applicant's proposed plats (at the requested R-4 density level) would necessarily remain contingent upon the Woodinville City Council's approval of the developer's rezone requests. As explained above, this approach comports with both state law and local regulations. To the extent that your clients ultimately disagree with the City's procedures, they may note their objection for the public hearing record and file an appeal on this basis. As the City construes its development procedures, the hearing examiner's decision regarding a preliminary plat is subject to a closed-record appeal before the Woodinville City Council, while the Council's decision on the applicant's rezone request is appealable to the King County Superior Court via the Land Use Petition Act.

I hope the above clarifies the City's position regarding the decisional process for the Wood Trails/Montevallo proposals. With respect to a related matter, the Woodinville City Council was listed as a courtesy copy addressee of your January 18, 2006 letter. As you are aware, the Wood Trails/Montevallo rezone requests are currently pending in a quasi-judicial proceeding that will ultimately involve the Council's determination. Please refrain from further contacting the City Council concerning this matter without my express prior authorization. Thank you in advance for your full cooperation in this regard.

Very truly yours,

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



J. Zachary Lell

JZL:

cc: Cindy Baker
Rich Hill

EXHIBIT 51
PAGE 12 OF 29

**J. RICHARD ARAMBURU
JEFFREY M. EUSTIS**

Attorneys at Law
505 Madison Street, Suite 209
Seattle, Washington 98104
(206) 625-9515
Fax: (206) 682-1376

FAX/E-MAIL COVER SHEET

To: **Cindy Baker**
Interim Director
Department of Community Development
City of Woodinville

From: J. Richard Aramburu

Client/Matter: Appeal of Interpretation/Concerned Neighbors of
Wellington

Date: February 1, 2007

FAX NO. 425 489-2756

E-MAIL ADDRESS: cindyb@ci.woodinville.wa.us

DOCUMENTS	NUMBER OF PAGES
Letter of Appeal	4

COMMENTS: Original to follow by mail.

If you received this message via e-mail and wish to reply, please

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* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT 206-625-9515.

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FEB 02 2007

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

**J. RICHARD ARAMBURU
JEFFREY M. EUSTIS**

Attorneys at Law
505 Madison Street, Suite 209
Seattle, Washington 98104
(206) 625-9515 Fax: (206) 682-1376

EXHIBIT 51
PAGE 13 OF 29

February 1, 2007

City of Woodinville Hearing Examiner
Attn: Cindy Baker
17301 - 133rd Avenue NE
Woodinville WA 98072

Re: Appeal of Interpretation dated January 30, 2007 to City of Woodinville Hearing Examiner and Request for Expedited Review or Continuation of Public Hearings.

Dear Hearing Examiner:

This office represents Concerned Neighbors of Wellington (CNW), a Washington non-profit corporation consisting of residents and property owners concerned with the Wood Trails and Montevallo rezone and plat application. On November 28, 2006, CNW filed a request for interpretation (attached hereto as Attachment A) relating to the interpretation of city ordinances regarding the processing of rezone and subdivision applications. On January 30, 2007, the City issued an interpretation concerning the CNW request which generally rejected the position taken by CNW. See Attachment B.

This letter is CNW's appeal to the City Hearing Examiner of the interpretation decision of January 30, 2007. Appeal of interpretation decisions, as Type II decisions, are allowed to the Hearing Examiner by WMC 17.07.030.¹ CNW has standing to appeal the January 30, 2007

¹The City confirmed that administrative interpretations are appealable in its November 1, 2006 interpretation regarding FEIS appeal procedures under "VI. APPEAL:"

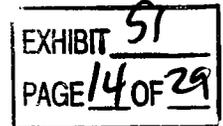
This interpretation is issued as a Type II project permit pursuant to WMC 17.07.030, and is subject to appeal before the City of Woodinville Hearing Examiner. Any notice of appeal must be filed within 14 days of November 6, 2006."

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CITY OF WOODINVILLE
DEVELOPMENT SERVICES

February 1, 2007
Page 2



decision because it was the applicant for the interpretation request. In addition, as the interpretation decision concerns the rezone and plat decisions described above, CNW has standing as the representative of its members who are residents near the proposed rezones and plats, who will be adversely impacted by these decisions and who intend to participate in public hearings required by City of Woodinville ordinances.

The grounds for appeal are those found in Attachment A hereto and the legal authorities are cited therein. Generally, the codes of the City and pertinent state laws should be interpreted to require a decision on the rezone applications requested prior to any review of the subject plat proposals. This is critical because if the decision is to deny the rezone, then the plats would be inconsistent on their face with the existing zoning and must be dismissed. The January 30, 2007 decision incorrectly interprets the applicable laws by providing for a hearing on the plat proposals before it is known whether they can even be considered.

In addition, the letter of January 30, 2007 in its penultimate paragraph states that:

As the City construes its development procedures, the hearing examiner's decision regarding a preliminary plat is subject to a closed-record appeal before the Woodinville City Council, while the Council's decision on the on the applicant's rezone request is appealable to the King County Superior Court via the Land Use Petition Act.

It is not clear from this sentence whether the City construes its ordinances to permit only an appeal of the rezone to Superior Court and not the plat decision. Appellant CNW seeks clarification of the meaning of these provisions of the Woodinville Municipal Code regarding these codes and procedures.

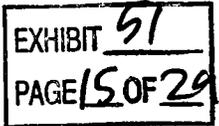
REQUEST FOR EXPEDITED CONSIDERATION OR CONTINUATION OF THE SCHEDULED PUBLIC HEARINGS.

As described above, CNW made its request for interpretation more than two months ago. In that letter, CNW requested a "prompt response" because of the City was about to complete its EIS process and issue a final EIS. CNW sent a second letter on December 18, 2006 (Attachment C), after the FEIS was issued, also requesting prompt action so that "if the interpretation is appealed pursuant to City of Woodinville codes, such an appeal should be expedited to assure a decision before the hearing [on the rezone and plat proposals]."

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CITY OF WOODINVILLE
DEVELOPMENT SERVICES



February 1, 2007
Page 3

The hearings for the Wood Trails and Montavallo proposals are now set February 28 and March 1, 2007. Obviously, the nature and scope of these hearings will be determined by the outcome of this appeal. Interested citizens, including CNW and its members, will need to know the subject matter of the hearings, in particular whether they will deal only with the rezone matters as CNW believes the codes should be construed, or whether the hearings must be consolidated.

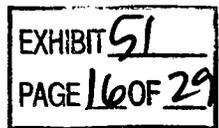
Based on the foregoing, CNW requests that the Hearing Examiner expedite consideration of this appeal such that a decision will be made before the public hearings scheduled for February 28 and March 1. Expedited treatment is certainly feasible given that the issues are almost entirely legal and that all parties have had more than two months to consider them. If expedited treatment will not allow a decision to be made before the dates currently set for the public hearings, CNW requests that the hearings be postponed for a limited period to allow for the consideration and decision on this appeal sufficiently in advance of the public hearings so that the public may understand the nature and scope of the subject matter.

In conclusion, CNW requests that the Hearing Examiner reverse the January 30, 2007 interpretation. The Examiner should order that the public hearings on the rezone request only be held, with a decision on the rezone by the City of Woodinville City Council. If the rezone is granted, then public hearings would be held and a decision made on that proposal. CNW further requests that the Hearing Examiner either expedite the consideration and decision on this appeal or continue the hearings now scheduled to allow for a decision sufficiently in advance of the hearings to allow to public to know the scope of the hearings to be held.

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FEB 02 2007

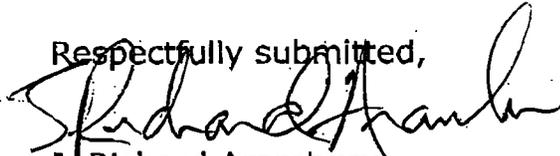
CITY OF WOODINVILLE
DEVELOPMENT SERVICES



February 1, 2007
Page 4

I am sending copies of this appeal letter to Mr. Richard Hill the attorney for the applicant so that he will be aware of this appeal.

Respectfully submitted,



J. Richard Aramburu

JRA/py

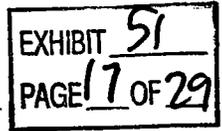
cc: Concerned Neighbors of Wellington
Zach Lell
Cindy Baker
G. Richard Hill

P.S. We understand the filing fee for this appeal to be \$180 per the City's current fee schedule. This fee will be delivered to the City under separate cover.

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FEB 02 2007

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

**Traci Herman**

From: Cindy Baker
Sent: Tuesday, February 13, 2007 6:43 PM
To: Traci Herman
Subject: FW: Two Hearings

Help me keep track of these so I can respond later. Remind me please

From: Julia Poole [mailto:japoole1@earthlink.net]
Sent: Tuesday, February 13, 2007 4:12 PM
To: Cindy Baker
Subject: RE: Two Hearings

Dear Ms. Baker,

Thank you for your reply. Please reply again after you have spoken with the hearing examiner about this issue. We need time to prepare our statements and clarification of the process before the hearing. Having him explain his approach at the hearing will be too late for the citizens of Woodinville to prepare their statements.

Thank you again for your efforts.

Sincerely,
Julia Poole

----- Original Message -----

From: Cindy Baker
To: japoole1@earthlink.net
Sent: 2/13/2007 12:34:12 AM
Subject: Two Hearings

Hello Ms. Poole, because the preliminary plats are separate proposals the hearing examiner will make separate decisions. However, he will assess all impacts during his deliberations, including cumulative impacts from both projects. He will not miss items because they are separated. I will talk with the hearing examiner about this issue-- there are a number of ways he can overcome the dilemma. He can explain his approach at the hearing. The hearing examiner also has within his purview to continue the hearing. I am sure he will if he believes there is a need. I want to assure you that staff is working very hard to cover all items and to make it fair and open process. I hope this explanation helps. Please let me know if I can be of further assistance

Cindy Baker
Interim Director
Development Services
City of Woodinville

J. RICHARD ARAMBURU
JEFFREY M. EUSTIS

J. RICHARD ARAMBURU
ATTORNEY AT LAW
SUITE 209, COLLEGE CLUB BUILDING
505 MADISON STREET
SEATTLE, WASHINGTON 98104
(206) 625-9515 · FAX (206) 682-1376

EXHIBIT 51
PAGE 18 OF 29

February 13, 2007

Ms. Cindy Baker
Interim Director
Department of Community Development
City of Woodinville
17301 - 133rd Avenue NE
Woodinville WA 98072

RECEIVED
FEB 20 2007
CITY OF WOODINVILLE
DEVELOPMENT SERVICES

Re: Public Hearings on the Wood Trails and Montevallo
Rezones and Plats

Dear Ms. Baker:

As you know, this office represents Concerned Neighbors of Wellington (CNW), a local neighborhood organization concerned with the Wood Trail and Montevallo rezone and plat proposals (collectively known as "WT/M"). CNW also has pending an appeal of an interpretation made by the City concerning the procedures for the hearing.

Yesterday, this office received two notices of hearing for the WT/M proposals, stating that the public hearings for these proposals would be separated, with the Wood Trails proposal being heard on Wednesday, February 28 and the Montevallo proposal being heard on Thursday, March 1. We strenuously object to bifurcating these proceedings and request that hearings on these two proposals be combined for the reasons set forth below. (Please note this position does not reflect an abandonment of the interpretation appeal we

PREVIOUSLY
TRANSMITTED
VIA FACSIMILE

February 13, 2007
Page 2

have filed that demonstrates that there can be no consideration of the preliminary plats for either Wood Trails or Montevallo until the rezone applications to R-4 are approved.)

First, the recent notices are entirely contrary to substantially every communication with the public and the CNW concerning these hearings. The community has been told for a long period of time that the hearings will be consolidated, with the staff and applicant presentations to be heard on Wednesday, February 28 with full opportunity for public presentations on March 1. Steve Munson explained to CNW members as late as last week that this procedure would be followed. In fact, in a conversation in December, you told me the same thing. Indeed, the City has prepared a consolidated draft and final EIS on the two proposals. Specifically, the FEIS stated in the introductory letter signed by you:

The City will forward the applications, the Final EIS, a staff report and applicable codes to the Hearing Examiner. A public hearing will be scheduled before the Hearing Examiner, who will receive public comments, deliberate and make a decision on the preliminary plat applications.

Based on the verbal and written representations, CNW members have been preparing presentations based on a combined hearing on both proposals. This eleventh hour change in procedures is entirely unjustified. CNW demands that you rescind the recent notices and issue notices for a combined hearing as the local citizens have been told for months.

Second, these two proposals are sufficiently interconnected that separate hearings are not legally permissible. As is apparent, the two proposals are owned by the same owners and present a common development scheme. The Wood Trails proposal calls for approval of R-4 zoning on a 38.7 acre parcel. However, the applicant proposes to construct 66 homes on that site, and to

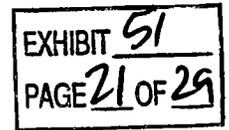
February 13, 2007
Page 3

transfer 19 units to the Montevallo project. On the other hand, the Montevallo project also requires a rezone to R-4. Even if R-4 zoning is achieved, the Montevallo property is only 16.48 acres which would yield only 47 units. The Montevallo plat proposal for 66 units specifically contingent on not only the Wood Trials rezone to R-4, but the approval of the density transfer. In short, the proposals are dependent upon one another and cannot be separated for public hearing or deliberation purposes by either the city staff or the Hearing Examiner. This is made clear by Chapter 21.36 of the City of Woodinville Municipal Code.

The interconnected nature of these two proposals is also evident from the combined EIS that was prepared. Further, separate review in two hearings and two decisions ignores the fact that these are essentially one proposal. Washington law has repeatedly rejected piecemeal decision making in the manner contemplated here. Thus, in *Merkel v. Port of Brownsville*, 8 Wn. App. 844, 851, 509 P.2d 390, 395 (1973) our Court of Appeals noted "the frustrating effect of such piecemeal administrative approvals upon the vitality of law intended for environmental protection."

With two separate hearings, it is clear that there would be insufficient time to allow for public input. By the time staff and the applicant, bearing the burden of proof on both the rezone and plat portions of the hearing, make their presentations (with cross examination by interested parties), it is likely to be late in the evening before the public will have the opportunity to make presentations. There is substantial public interest in this project, indeed there were 900 individual comments on the draft EIS from 116 sources identifying 77 individual issues. If anywhere near this number of persons attend these hearings, the hearing could last virtually all night. This is not only patently unfair, it appears intended to stifle and limit public comment. Of course, with the City's late decision to have separate hearings, members of the public will have to attend two hearings instead of one. There will of course be substantial difficulty in testifying concerning the several

February 13, 2007
Page 4



cumulative impacts of the proposals, including such matters as traffic impacts.

In addition, because the approval of the TDRs from the Wood Trails site is dependent on rezone, preliminary plat and TDR approvals, no hearings on the Montevallo proposal - dependent on the transfer of development rights - can proceed until the Wood Trail proposal is decided by the Hearing Examiner and City Council. Holding hearings on the Montevallo proposal, obviously inconsistent with not only the current R-1 zoning, but even the proposed R-4 zoning if no TDRs are approved, is a ridiculous and illegal proposition. See *Loveless v. Yantis*, 82 Wn. 2d 754, 760-61, 513 P.2d 1023 (1973) (preliminary plat must be rejected if it contains clear zoning violations). See also *Friends of the Law v. King County*, 123 Wn. 2d 518, 528, 869 P.2d 1056 (1994).

In addition, CNW is concerned that the city staff is attempting to make decisions that belong to the Hearing Examiner, as a quasi-judicial official. For example, CNW has filed, and paid the filing fee for, an appeal of an interpretation decision made by the City. However, as far as we know, the City is sitting on this application and it has not been placed in the hands of the Hearing Examiner to begin the appeal process. This has been a pattern of City staff who refused to issue an interpretation on the procedural issues for months.

Further, the notice for the separate public hearings stated that:

The hearing examiner will make a final decision on the preliminary plat, and any approval of the preliminary plat will be expressly conditioned and contingent upon the City Council's approval of the rezone.

The ultimate decision on these legal matters is not up to the City staff, but to the Hearing Examiner, unless there has been some direction given to the Hearing Examiner by the staff which has not

February 13, 2007
Page 5

been made public. Further, you now seem to be directing a result that resolves the issue of our interpretation appeal in the City's and applicant's favor.

Indeed, in recent messages that you have sent to members of the public concerning these issues, you have stated:

Because the preliminary plats are separate proposals the hearing examiner will make separate decisions. However, he will assess all impacts during his deliberations, including cumulative impacts from both projects. He will not miss items because they are separated. I will talk with the hearing examiner about this issue-- there are a number of ways he can overcome the dilemma.

(Emphasis supplied.) This apparent attitude that the city staff can have ex parte communications with the Hearing Examiner is an obvious violation of the appearance of fairness doctrine and due process requirements.

In summary, the procedures for the hearing as set forth in recent notices and procedures followed by the city staff are contrary to law and to the responsibility owned by the City to provide fair hearings for its citizens. The manner in which these proposals are being handled by the City now appears to violate due process and appearance of fairness standards. Accordingly we demand that city staff take the following actions:

- a) rescind the public notices recently issued and reissue notices that call for consolidated hearings on the WT/M proposals;
- b) provide sufficient hearing time, with sufficient notice to the public, to accommodate staff, applicant and public presentations during reasonable hours (not into the middle of the night);

February 13, 2007
Page 6

EXHIBIT 51
PAGE 23 OF 29

- c) that the city staff cease making decisions on procedure and substance that are properly within the jurisdiction and authority of the Hearing Examiner;
- d) that the city staff immediately engage the Hearing Examiner to address the previously filed interpretation request and other procedural issues concerning the hearing;
- e) that if the staff does not rescind its notices for separate hearing, the hearings now scheduled be continued to a future date allow sufficient time for presentation; and
- f) that if the staff does not rescind its notices for separate hearings, the hearing for the Montevallo proposal be continued to determine if the rezone, plat and TDR proposals for Wood Trails are approved, and if not, to cancel such hearings and plat review.

Thank you in advance for your prompt attention to these important issues.

Sincerely,



J. Richard Aramburu

JRA/py

cc: Zach Lell, City Attorney
Concerned Neighbors of Wellington

MEMORANDUM

DATE: February 15, 2007

TO: Cindy Baker, Development Services Director
City of Woodinville

CC: Susie McCann
Connie Fessler

FROM: Zach Lell, Office of the City Attorney *ZL*

RE: Wood Trails / Montevallo Projects - Public Hearing Configuration Issue

Enclosed please find the February 15, 2007 letter from Phoenix Development attorney Richard Hill in support of the City's decision to hold separate public hearings for the Wood Trails and Montevallo development proposals. Mr. Hill's comments essentially mirror my own rationale in advising the City against conducting a single, consolidated hearing for these projects. Please include Mr. Hill's letter in the administrative record for both proposals, which should further bolster the City's procedural approach against potential challenges.

JZL:
Enclosure



MCCULLOUGH HILL, PS

February 15, 2007

VIA FACSIMILE

Zachary Lell
Ogden Murphy Wallace
1601 5th Avenue, Suite 2100
Seattle, WA 98101

Re: Wood Trails / Montevallo

Dear Mr. Lell:

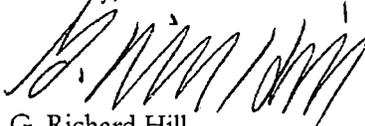
This confirms that Phoenix Development, the applicant for two separate subdivisions and zoning map amendment applications, Wood Trails and Montevallo, requests that the matters be heard in two separate public Hearing Examiner hearings.

As is evident from the file, these two projects were applied for at different times, are located at a distance from each other, and stand on their own merits. While Phoenix agreed at the City's request to have both applications reviewed in one environmental impact statement, Phoenix never was asked to, and never agreed to, consolidate the two projects into one consolidated application. Indeed, it does not appear that the City Code would even allow for two non-contiguous properties to be considered as one consolidated subdivision.

One of the primary reasons that Phoenix believes the applications should be considered separately by the Hearing Examiner is to increase the level of clarity and to decrease the level of confusion. The two properties are separate, and each property has its own environmental and land use issues. To merge the two in one hearing will impose an inappropriate burden on the decision-maker and any future appellate reviewer to determine whether comments being made refer to Wood Trails or Montevallo, or both.

Thank you for your consideration of these views.

Sincerely,



G. Richard Hill

GRH:ldc

cc: Loree Quade
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EXHIBIT 51
PAGE 26 OF 29



FOSTER PEPPER PLLC

RECEIVED

FEB 20 2007

CITY OF WOODINVILLE

Direct Phone (206) 447-6407
Direct Facsimile (206) 749-1935
E-Mail brogj@foster.com

February 16, 2007

VIA U.S. MAIL

Mr. Les Rubstello, Chair
City of Woodinville Planning Commission
17301 133rd Ave NE
Woodinville, WA 98072

RECEIVED

FEB 20 2007

CITY OF WOODINVILLE
SUSTAINABLE DEVELOPMENT

Re: City of Woodinville Sustainable Development Draft Report, Comprehensive Plan,
and Zoning Code & Map Amendments

Dear Mr. Rubstello:

I have been retained to advise City of Woodinville ("City") residents Peter Rothschild and Lynne Flaherty, Janice Culpepper and Steven Paulsen, and Randall and Patricia Baird (hereinafter referred to as the "Property Owners") on land use matters related to the City's Sustainable Development Study and related Comprehensive Plan and zoning amendments. My clients and I recently testified before the Planning Commission on zoning matters related to their properties along 156th Avenue NE. I am writing simply as a courtesy to further emphasize my clients' views with respect to future zoning on their properties and to invite you to visit the neighborhood.

The Property Owners all own property within the R-1 Zone. As outlined in our testimony, we believe certain contiguous properties along the 156th Avenue NE corridor are uniquely suited to accommodate increased density at some point in the City's future. The findings of the Draft Sustainable Development Study support increased density on these particular parcels based on the proximity of urban services, including sanitary sewer, their location along a City arterial, and the lack of environmentally critical areas features identified on the properties.

The Property Owners would welcome the opportunity to meet with you and other Planning Commission members to further discuss the options the City is currently considering for their properties. My clients would be willing to host a brief meeting with one or more Commission members at one of their homes so you may view the 156th Avenue properties first hand. For your reference and convenience, I have attached a copy of our original letter to the City.

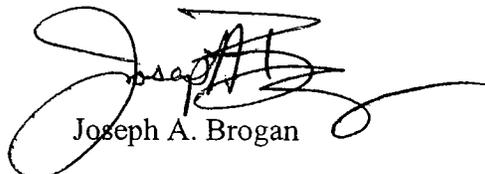
Mr. Les Rubstello
February 16, 2007
Page 2

EXHIBIT 51
PAGE 27 OF 29

Please contact me at (206) 447-6407 if you have any questions regarding our invitation or this submission.

Sincerely,

FOSTER PEPPER PLLC



Joseph A. Brogan

Enclosure

cc: Cindy Baker, Interim Planning Director ✓
Peter Rothschild & Lynne Flaherty
Janice Culpepper & Steve Paulsen
Patricia & Randall Baird

February 21, 2007

COPY



"Citizens, business and local government;
a community commitment to our future."

J. Richard Aramburu, Attorney At Law
Suite 209, College Club Building
505 Madison Street
Seattle, WA 98104

Re: Response to Purported "Appeal" Regarding Wood Trails / Montevallo Proposals

Dear Mr. Aramburu:

This letter responds to your February 1, 2007 correspondence regarding the rezone and preliminary plat applications currently pending for the proposed Wood Trails and Montevallo development projects. Your February 1, 2007 letter purports to "appeal" the City Attorney's January 30, 2007 response to your previous request for an administrative interpretation concerning the decisional process that will be utilized for the above-referenced development proposals.

By both its plain terms and the surrounding context, the City Attorney's January 30, 2007 letter was not an appealable determination. Pursuant to WMC 17.07.080 and WMC 21.02.090, the Planning Director — *not* the City Attorney — is vested with the exclusive authority to issue official interpretations of the City's development regulations. As the City Attorney's letter clearly explained, the staff reports created for the Wood Trails/Montevallo proposals will contain the Planning Director's construction of the hearing and decisional procedures applicable to these projects. The City declines to issue a formal interpretation of these procedures separate and independent from the Wood Trails and Montevallo staff reports.

Please find enclosed the appeal fee that was included with your February 1, 2007 letter, which the City is hereby returning to you in full.

This letter is not an appealable decision.

Sincerely,

Susie McCann, Development Services Manager
City of Woodinville

cc: Zach Lell, City Attorney
Rich Hill
Hearing Examiner
Wood Trails Record
Montevallo Record

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front, if space permits.

Article Addressed to:
J. Richard Aramburu
Attorney at Law
Suite 209, College Club Bldg
505 Madison Street
Seattle WA 98104

Article Number
 (Transfer from service label)
7003 3110 0005 0512 7465
 Domestic Return Receipt
 Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Addressee
 Agent
 Addressee

B. Received by (Printed Name)
 C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
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4. Restricted Delivery? (Extra Fee) Yes



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Total Postage & Fees	\$ 4.64	

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5415 209 College Club Building
 Street Apt. No.:
 or PO Box No.: *505 Madison Street*
 City, State, ZIP+4: *Seattle WA 98104*

PS Form 3800, June 2002 See Reverse for Instructions



17301 133rd Avenue NE
 Woodinville, WA 98072



J. Richard Aramburu, Attorney at Law
Suite 209, College Club Building
505 Madison Street
Seattle, WA 98104

EXHIBIT 61
 PAGE 29 OF 29

EXHIBIT 52
PAGE 1 OF 107

Montevallo

City of Woodinville, Washington

Preliminary Technical Information Report

Date: 11/5/04

Triad Job No. 03-248



Montevallo
City of Woodinville, Washington

EXHIBIT 52
PAGE 2 OF 107

Preliminary Technical Information Report

Date: 11/5/04 **Job #** 03-248

Revision Date(s)

Prepared By:
Schwin Chaosilapakul
Tyson Wentz

Reviewed By:
Mark Keller, P.E.

Prepared For:
Phoenix Development, Inc.
PO Box 3167
7127-196th Street SW
Lynnwood, Washington 98046-3167

Date November 5, 2004

Prepared By:
Tyson Wentz
Schwin Chaosilapakul



EXPIRES 06/02/06

Reviewed By:
Mark Keller, P.E.

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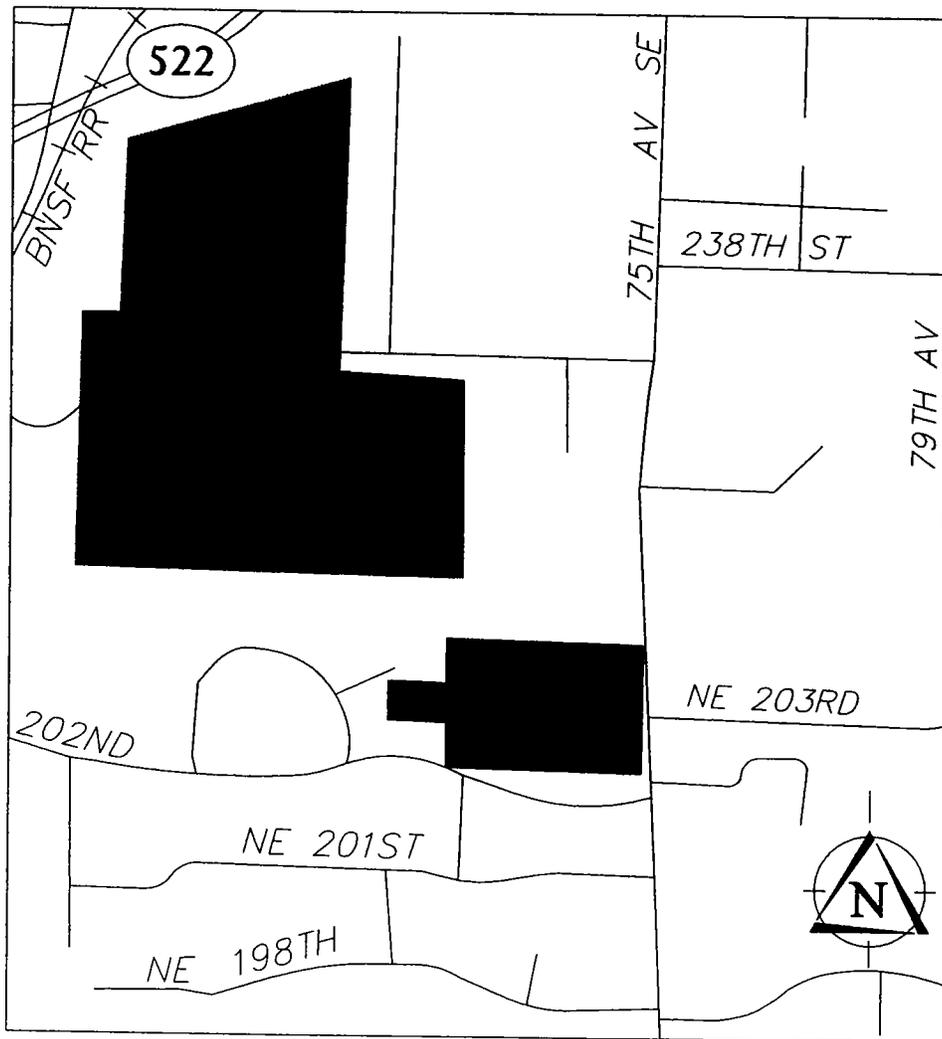
6 MITIGATION OF EXISTING OR POTENTIAL DOWNSTREAM PROBLEMS 7

Appendix A

- Sensitive Areas Folio*
- Soils Map and Legend*
- Basin Map*
- Off-Site Analysis Drainage System Table*
- Existing Conditions Exhibit*
- Downstream Drainage Exhibit*
- i MAP Sensitive Areas and Drainage Complaints*
- Developed Conditions Exhibit*

1 INTRODUCTION

The Montevallo Project proposes to construct 66 single family homes on approximately 13.5 acres of a 16.5 acre site. The site is located west of 156th Avenue NE and north of NE 202nd Street. In general, the site lies within Section 02, Township 26 North, Range 05 East, W.M., City of Woodinville, Washington. See the vicinity map below and the Developed Conditions Exhibit in the Appendix.



VICINITY MAP
Not to Scale

2 RESOURCES USED FOR ANALYSIS

Refer to the Appendix for a copy of the following maps and figures.

2.1 Sensitive Areas Folio

Maps from the King County Sensitive Areas Folio, dated December 1990, show that the site is not in a sensitive area with regards to seismic hazards, erosion hazards, landslide hazard, and streams. A wetland exists within the western portion of the site.

2.2 Soils Survey for the King County Area

The majority of the site is underlain with Alderwood gravelly sandy loam (AgC), according to the Soils Survey for the King County Area.

2.3 Basin Map

According to the Snohomish County basin map, the site is located within the Little Bear Creek Sub-basin of the Sammamish River Drainage Basin.

3 EXISTING SITE CONDITIONS

The existing site contains 5 single-family residences and a barn along with several miscellaneous out buildings and various driveways on 13.1 acres. The site generally slopes from east to west with slopes ranging from 2-12%. The primary ground cover on the site is pasture with scattered fir, maple and cedar trees. Approximately 2.86 acres of the western portion of the site is a wetland and associated buffer area. The entirety of the site drains to the wetland within a single drainage basin. See the *Existing Conditions Exhibit* in the Appendix.

4 UPSTREAM DRAINAGE ANALYSIS

The site is located at a regional high point. Approximately 0.47 acres of upstream area from the west half of 156th AVE NE drains west onto the site. Approximately 1.6 acres adjacent to the southwest corner of the site (parcels 0226059083 and 0226059092; see iMap) drain to the onsite wetland. No additional runoff enters the site from the north or the south.

5 DOWNSTREAM DRAINAGE SYSTEM DESCRIPTION AND PROBLEM DESCRIPTION

Refer to the *Downstream Drainage Exhibit* in the Appendix.

5.1 Drainage System Description

Natural Discharge Path

Site runoff drains into the onsite wetland located in the western portion of the site. Flows from the wetland drain into a vegetated ditch which runs north along the northwest property boundary of the site (A). The ditch runs north for approximately 90' then flows west for 200' along the King County – Snohomish County border. Flows from the ditch are then conveyed north for approximately 20' through a wooded area east of Hole 9 of the adjacent Wellington Hills Golf Course via a 12" concrete culvert (B). Flows from the concrete culvert continue northwest in an approximate 3' wide by 1.5' deep earth-lined ditch (C) for 10' before entering another 12" concrete culvert (D). The concrete culvert conveys flow west into an approximate 40' long by 20' wide pond (E) near the Hole 9 tee box. At the time of downstream investigation, the pond was observed to be heavily vegetated with cattails. Stormwater exits the pond to the north via a 12" corrugated metal pipe (CMP) (F) into a 2' wide vegetated ditch (G). Flows continue north through the ditch and then enter a 15" CMP (H). The 15" CMP system continues beneath the golf course for approximately 530' until daylighting to the west into a 2' wide by 2' deep grass-lined channel (I). The grass-lined channel continues west for approximately 500' at which point the approximate ¼-mile downstream point is reached. Further downstream drainage continues west into the wooded area west of Wellington Hills Golf Course. From the USGS Topographic Map (overlaid on the Downstream Drainage Exhibit), it appears that the drainage course continues west in a well defined ravine through wooded areas (J). Drainage through the ravine ultimately reaches Little Bear Creek approximately 1 mile downstream of the site.

Proposed Discharge Path

An existing 12" closed pipe system running south to north exists along the far western boundary of the site within NE 204th Street. Two catch basins within the system exists at the end of NE 204th ST right-of-way. Drainage from the developed site is proposed to be connected into this system at the northerly catch basin within 204th (1). The pipe system continues north for 240' within a drainage easement between parcels 9238500160 and 0226059079 (2) before discharging into a 2' wide vegetated ditch (3) in the Wellington Hills Golf Course. The ditch continues north for approximately 10'. Flows from the ditch enter a 10'-12" concrete culvert (4) then 2' wide ditch (5). This ditch culvert system runs north along the west side of the Hole 9 Pond of the Wellington Hills Golf course. From this point, flows from the ditch join with the path of natural discharge into the 15" CMP system (H) described above.

5.2 Drainage Problem Description

A drainage complaint search using the King County "i MAP" revealed a ponding problem within the proximity of the downstream drainage path of the site (see Drainage Investigation Report in the Appendix). This problem was reported twice in 1993 and again in 1995. The property adjacent to the southwest corner of the site, owned by a Mr. and Mrs. Toscano at address 15206 and NE 202nd Street, reports that water ponds over a catch basin located near the western boundary of their property. This catch basin is part of a 12" storm conveyance system which runs from south to north from NE 202nd Street and NE 204th Street. The Toscanos claim that water has been observed to pond over the catch basin (CB-2) up to 2' which encroaches onto their property. From the Drainage Investigation Report, it appears that this system from 202nd to 204th Street is partially blocked by some evident root intrusion and accumulation of sediment. The current situation of the system is unknown.

6 MITIGATION OF EXISTING OR POTENTIAL DOWNSTREAM PROBLEMS

The reported flooding problem is within close proximity of the site but is not within the downstream drainage path of the site. Drainage from the project is proposed to connect to the existing system within NE 204th Street west of the site. Drainage connection to the existing CB-4, system is to a catch basin approximately 300' downstream of the problem area (See Drainage Investigation Report). This downstream system would most likely be upsized to accommodate flows from the site and therefore alleviating the downstream capacity problem. A Level 2 detention facility is proposed to detain site runoff (see *Developed Conditions Exhibit* in the Appendix for proposed layout).

EXHIBIT 58
PAGE 12 OF 14

TRIAD ASSOCIATES
11814 118th Ave. NE
Kirkland, WA 98034-9823
425.821.8448
425.821.3481 fax
800.488.0788 toll free
www.triadassoc.com

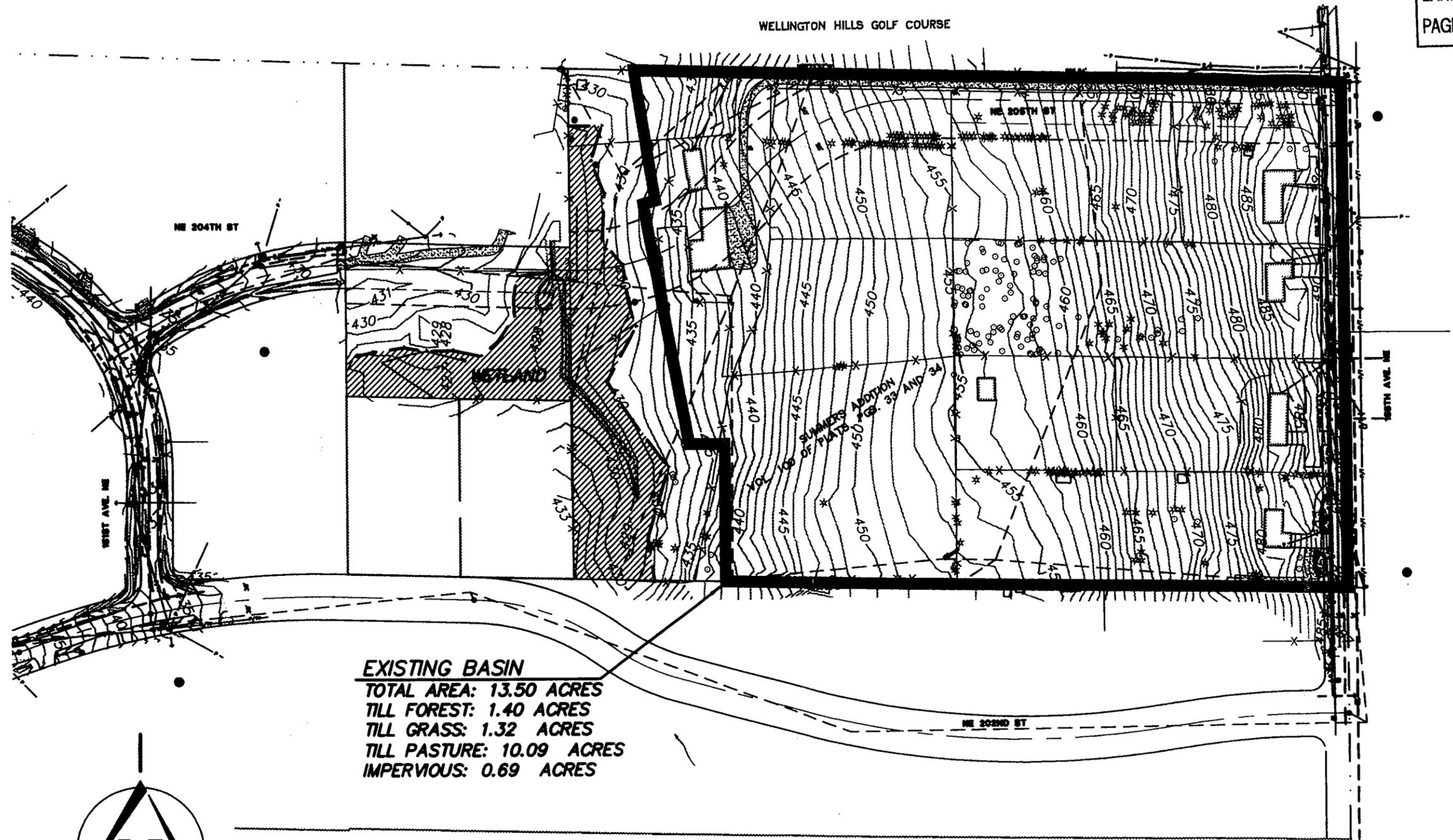
WASHINGTON
MONTEVALLO
CITY OF WOODVILLE

EXISTING CONDITIONS
EXHIBIT

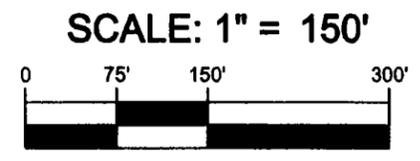
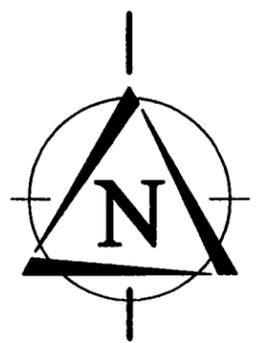
BY: _____
DATE: _____
PROJECT MANAGER: _____
PROJECT SURVEYOR: _____
PROJECT ENGINEER: _____
PROJECT LANDSCAPE ARCHITECT: _____
FIRST SUBMITTAL DATE: _____
SCALE: HORIZ: 1"=150' VERT: _____

STAMP NOT VALID
UNLESS SIGNED AND DATED
JOB NO. **03-248**
SHEET NO. **1 of 1**

WELLINGTON HILLS GOLF COURSE



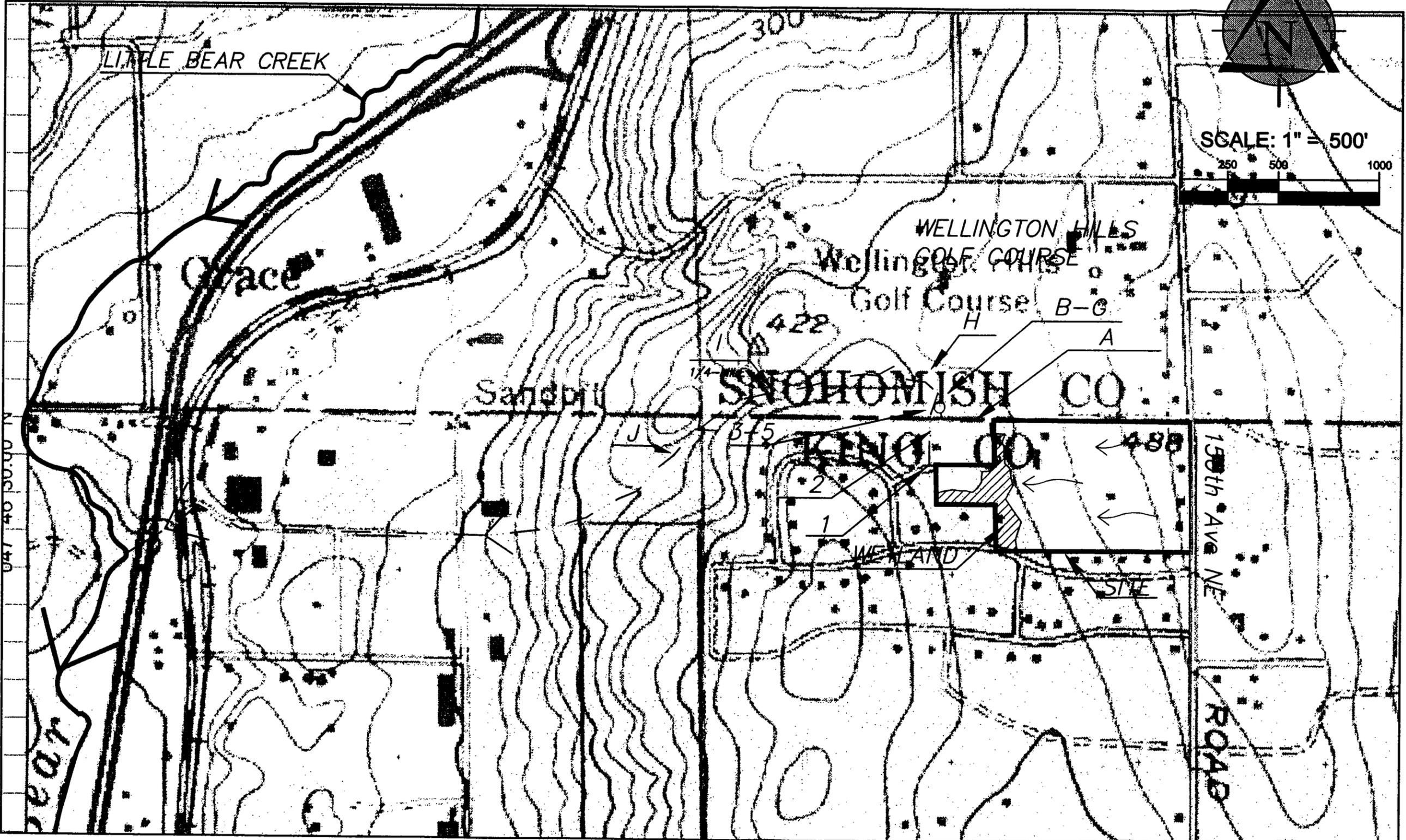
EXISTING BASIN
TOTAL AREA: 13.50 ACRES
TILL FOREST: 1.40 ACRES
TILL GRASS: 1.32 ACRES
TILL PASTURE: 10.09 ACRES
IMPERVIOUS: 0.69 ACRES



twahrz, Nov 02, 2004 10:11am
E:\PROJECTS\03248\dwgfiles\TIR\Exist Conditions.dwg, Layout1

EXHIBIT 52
PAGE 20/47

TRIAD ASSOCIATES
1104 11th Ave. NE
KAMMA, WA 98044-0023
425.821.8448
425.821.8491 fax
800.488.0788 toll free
www.triadassoc.com



DOWNSTREAM EXHIBIT

MONTEVALLO

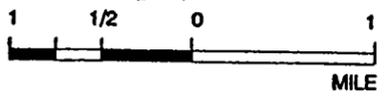
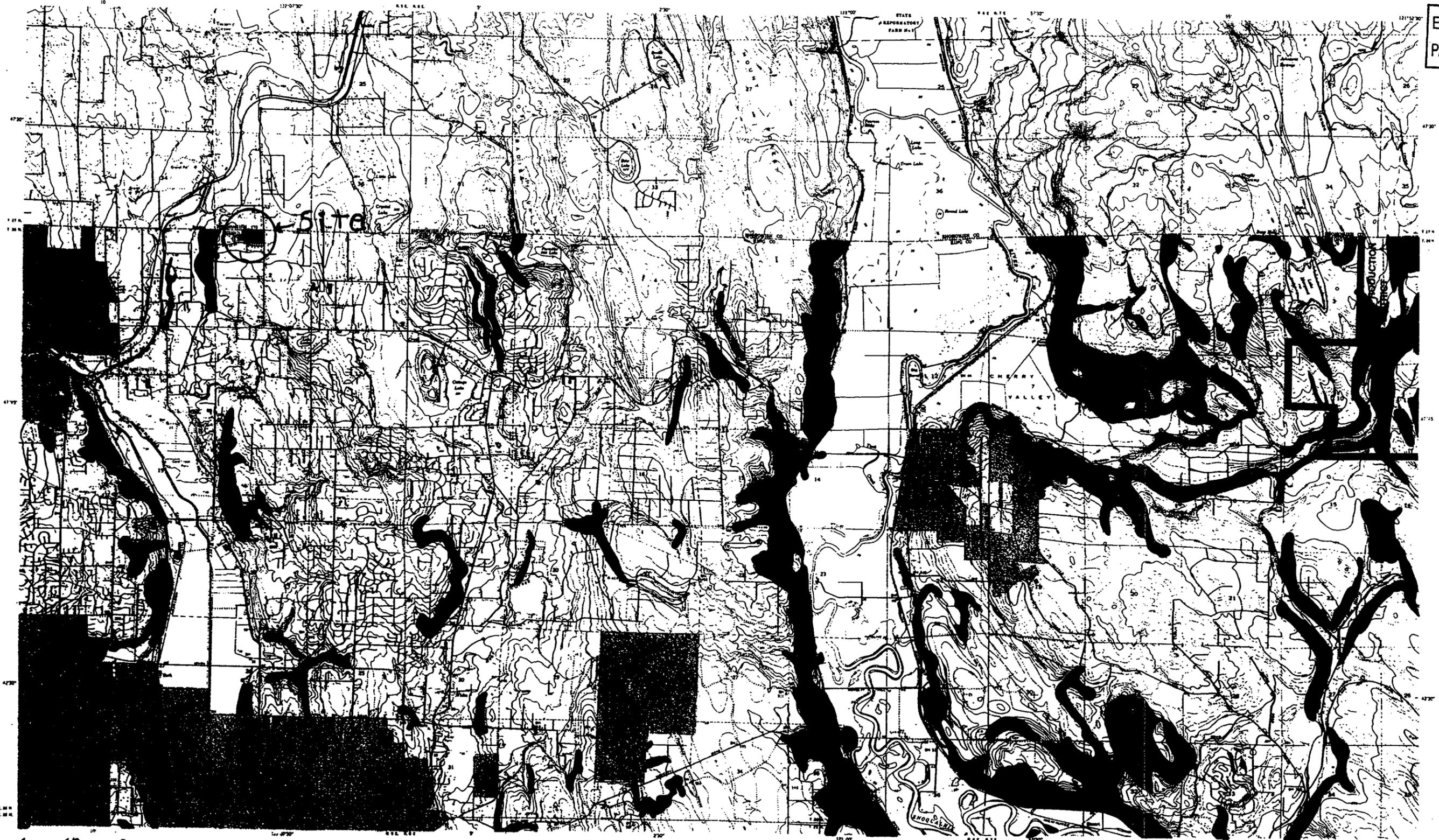
CITY OF WOODVILLE WASHINGTON

PROJECT MANAGER _____
PROJECT SUPERVISOR _____
PROJECT ENGINEER _____
PROJECT LANDSCAPE ARCHITECT _____
FIRST SUBMITTAL DATE: _____
SCALE: SHEET: 1"=300' VERT.

JOB NO. **03-248**
SHEET NO. **1 of 1**

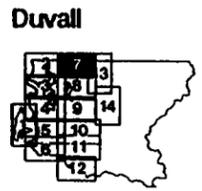
EXHIBIT 52
PAGE 4 OF 107

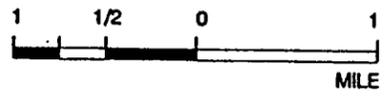
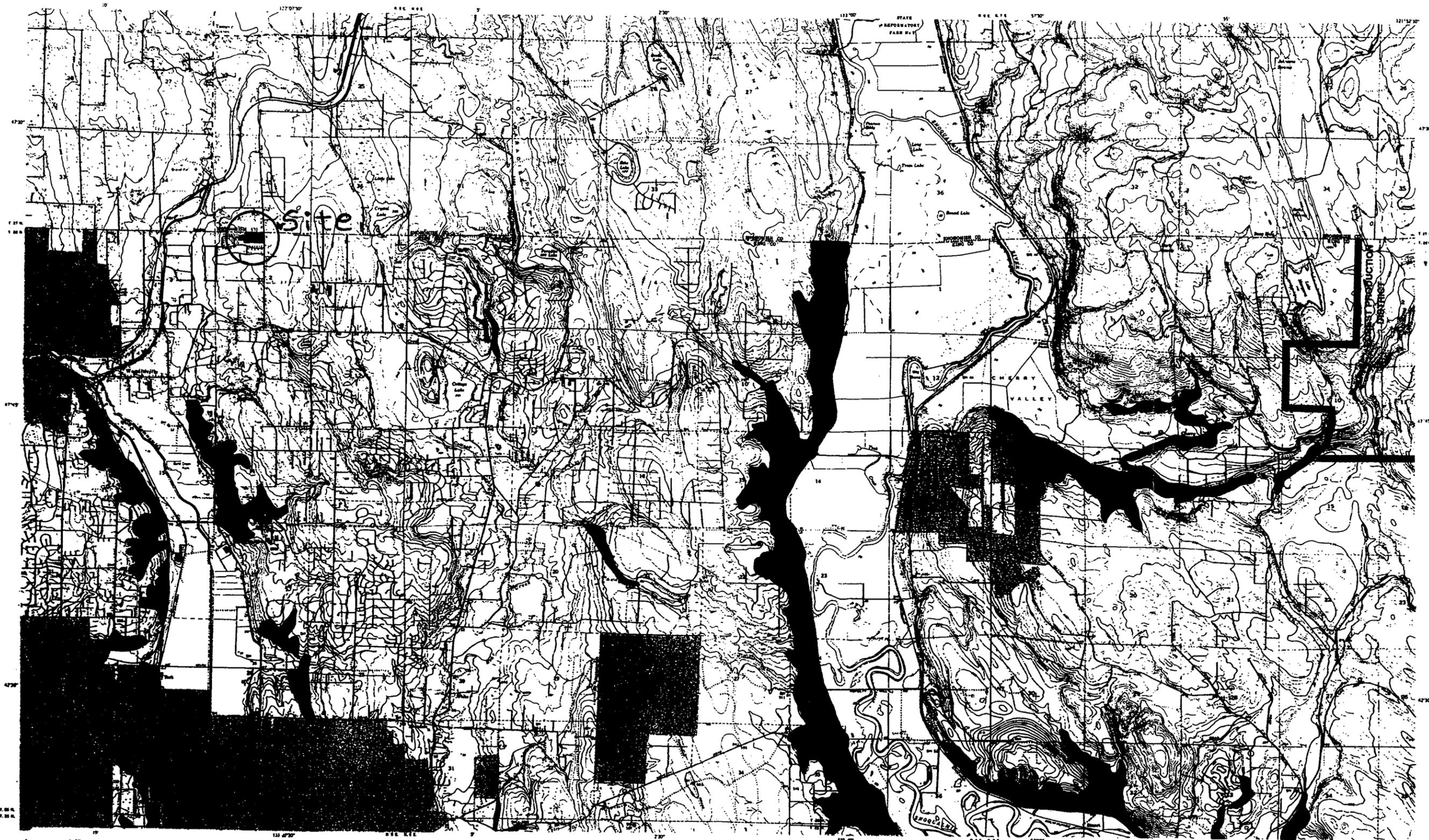
Appendix



The boundaries of the sensitive areas displayed on these maps are approximate. Additional sensitive areas that have not been mapped may be present on a development proposal site. Where differences occur between what is illustrated on these maps and the site conditions, the actual presence or absence on the site of the sensitive area - as defined in the Sensitive Area Ordinance - is the legal control.

Erosion Hazard Areas

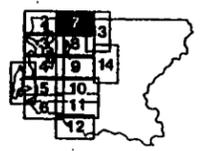


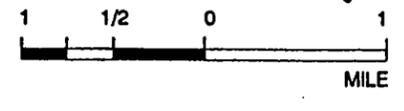
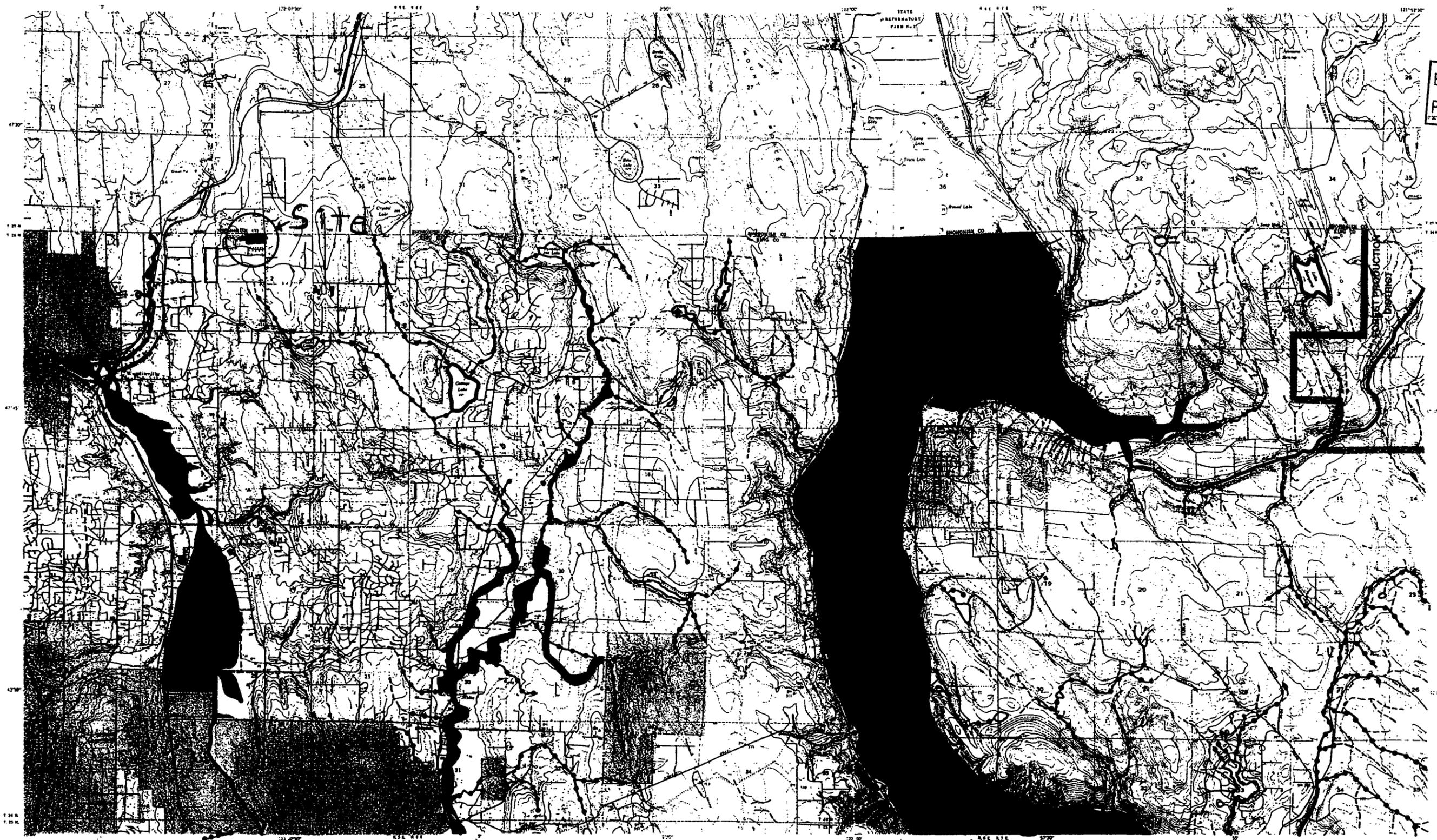


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Landslide Hazard Areas

Duvall





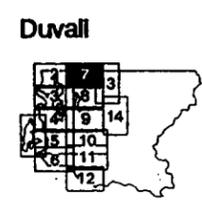
The boundaries of the sensitive areas displayed on these maps are approximate. Additional sensitive areas that have not been mapped may be present on a development proposal site. Where differences occur between what is illustrated on these maps and the site conditions, the actual presence or absence on the site of the sensitive area - as defined in the Sensitive Area Ordinance - is the legal control.

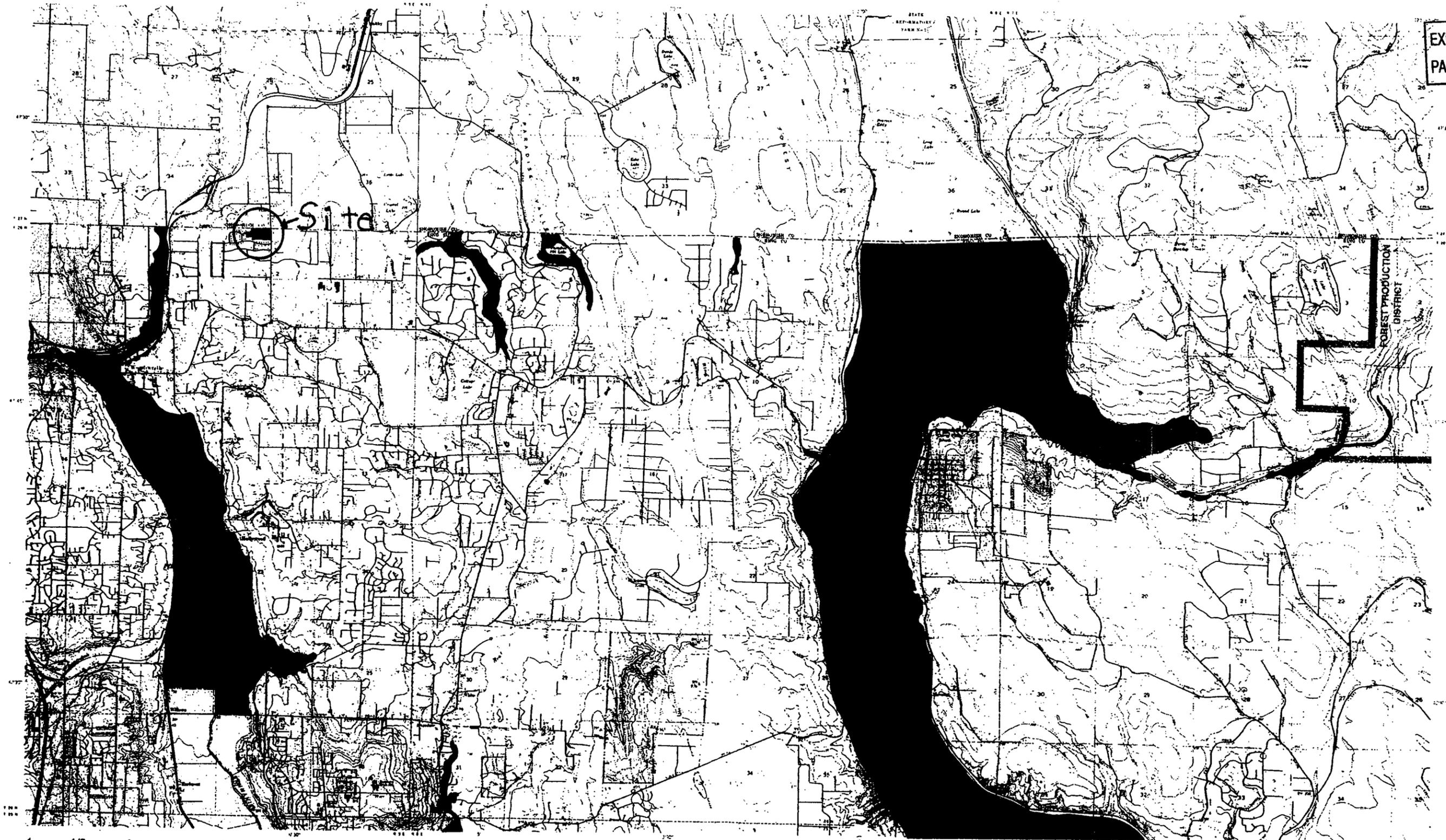
One-hundred-year floodplains extend beyond those shown on maps. Flood Insurance Rate Maps do not always show the floodplain to the headwaters of streams.

 100-Year Floodplains

Streams and 100-Year Floodplains

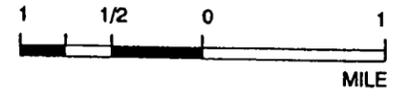
-  Class 1
-  Class 2 (with salmonids)
-  Class 2 (perennial; salmonid use undetermined)
-  Class 3
-  Unclassified





Site

FOREST PRODUCTION DISTRICT

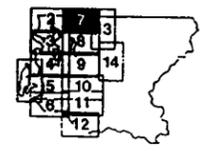


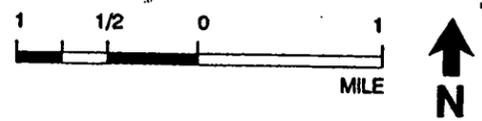
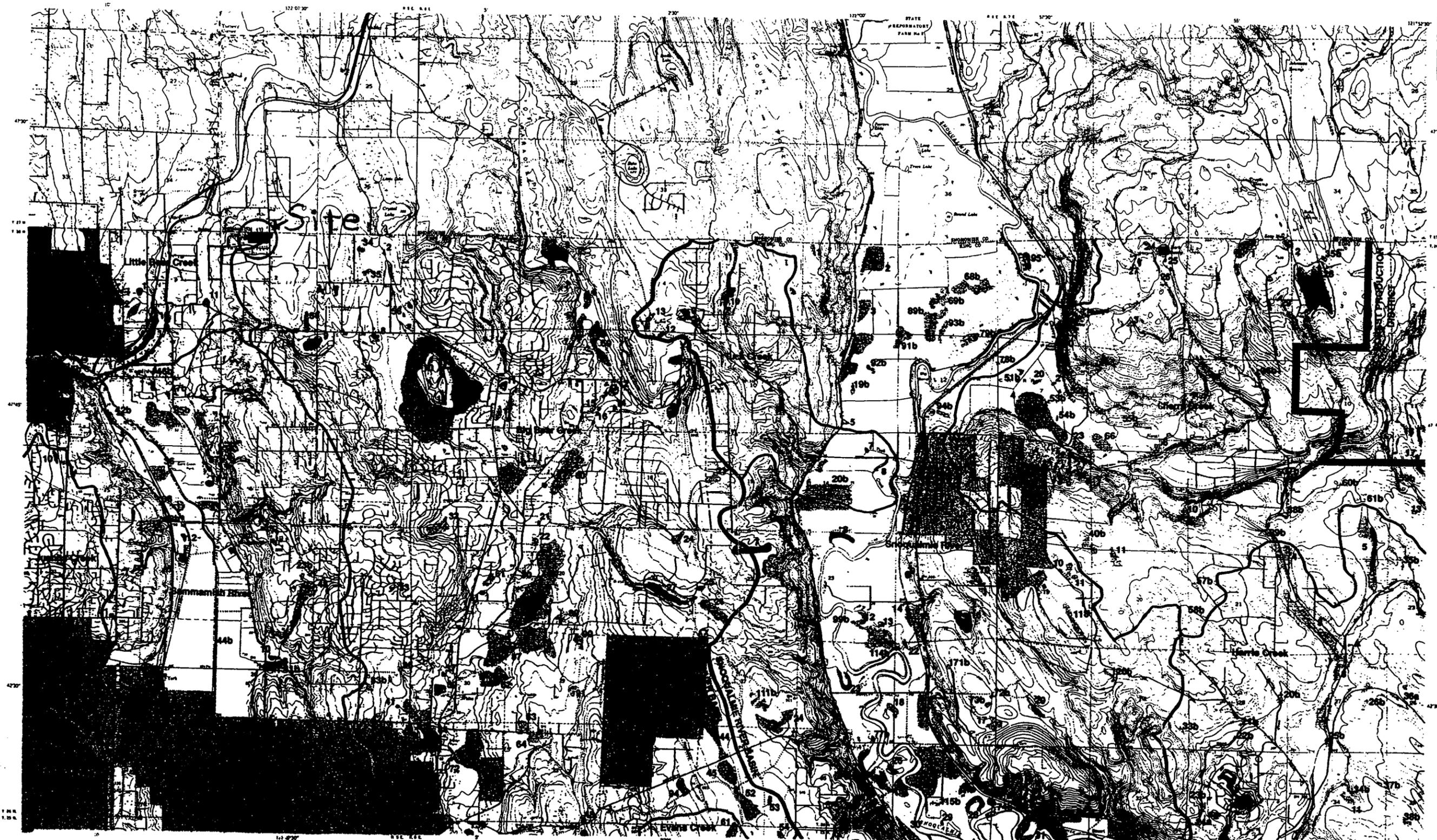
The boundaries of the sensitive areas displayed on these maps are approximate. Additional sensitive areas that have not been mapped may be present on a development proposal site. Where differences occur between what is illustrated on these maps and the site conditions, the actual presence or absence on the site of the sensitive area - as defined in the Sensitive Area Ordinance - is the legal control.

See wetlands and landslide hazard maps for additional potential seismic hazard areas. Wetlands and landslide areas are susceptible to failure during earthquakes. Other seismic hazard areas not shown on this map are shorelines underlain by lacustrine sediments; these are susceptible to liquefaction.

Seismic Hazard Areas

Duvall





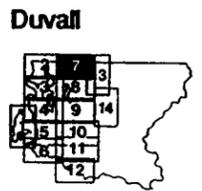
The boundaries of the sensitive areas displayed on these maps are approximate. Additional sensitive areas that have not been mapped may be present on a development proposal site. Where differences occur between what is illustrated on these maps and the site conditions, the actual presence or absence on the site of the sensitive area - as defined in the Sensitive Area Ordinance - is the legal control.

Numbered wetlands, except those with an "a" or "b" designation are included in the King County Wetlands Inventory. The locations of wetlands designated "a" have been verified on the site by a variety of sources. Wetlands designated "b" are mapped in the U.S. Fish and Wildlife Service National Wetlands Inventory, but their locations have not been field verified.

There may be gaps in the numbering sequence within individual drainage basins.

Wetlands

- Wetlands
- Open Water
- Basin Boundaries
- Sub-basin Boundaries



GUIDE TO MAPPING UNITS

For a full description of a mapping unit, read both the description of the mapping unit and that of the soil series to which the mapping unit belongs. See table 6, page 70, for descriptions of woodland groups. Other information is given in tables as follows:

Acreage and extent, table 1, page 9.
Engineering uses of the soils, tables 2 and 3,
pages 36 through 55.

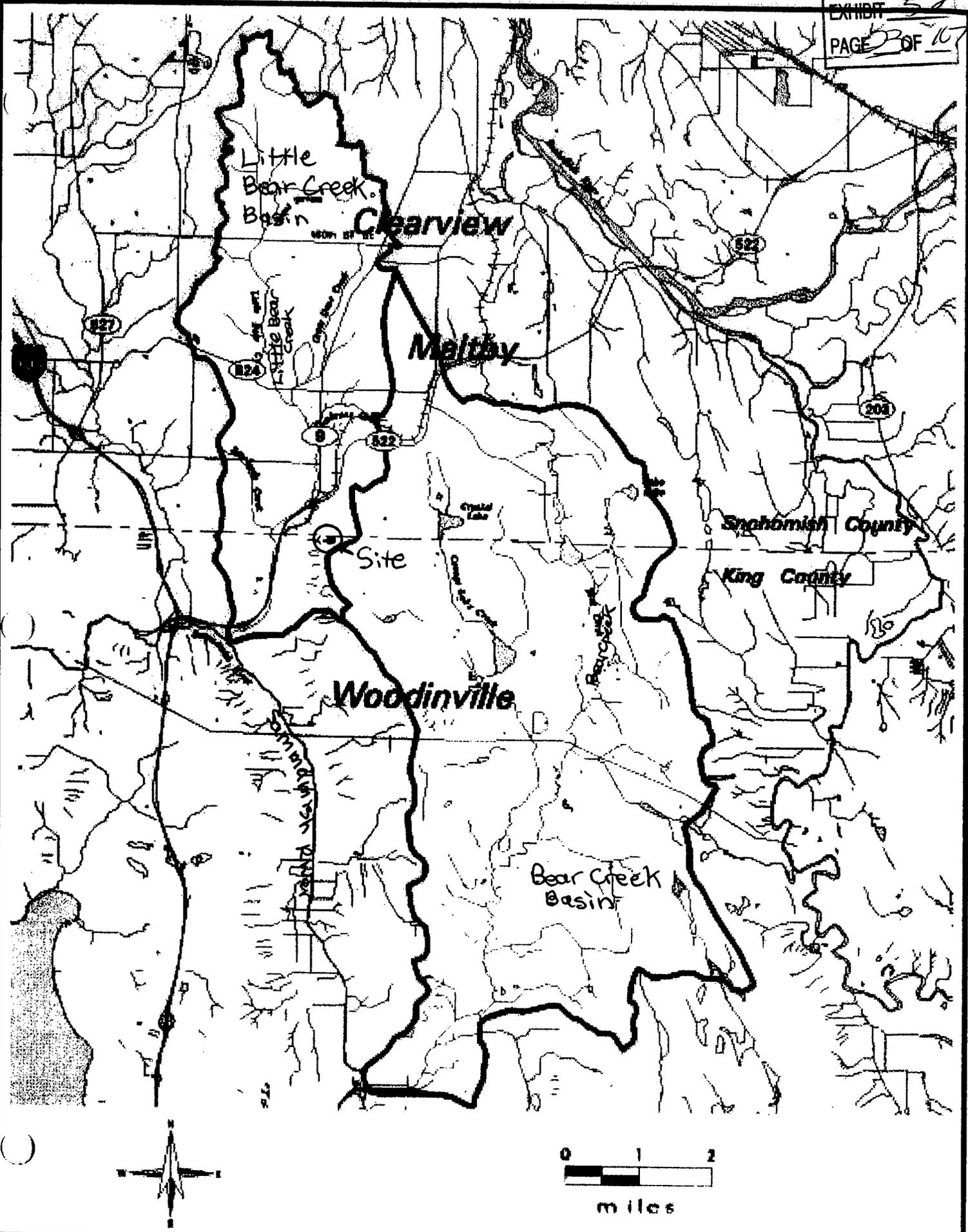
Town and country planning, table 4, page 57.
Recreational uses, table 5, page 64.
Estimated yields, table 7, page 79.

Map symbol	Mapping unit	Described on page	Capability unit		Woodland group
			Symbol	Page	Symbol
AgB	Alderwood gravelly sandy loam, 0 to 6 percent slopes-----	10	IVe-2	76	3d2
AgC	Alderwood gravelly sandy loam, 6 to 15 percent slopes-----	8	IVe-2	76	3d1
AgD	Alderwood gravelly sandy loam, 15 to 30 percent slopes-----	10	VIe-2	78	3d1
AkF	Alderwood and Kitsap soils, very steep-----	10	VIIe-1	78	2d1
AmB	Arents, Alderwood material, 0 to 6 percent slopes 1/-----	10	IVe-2	76	3d2
AmC	Arents, Alderwood material, 6 to 15 percent slopes 1/-----	10	IVe-2	76	3d2
An	Arents, Everett material 1/-----	11	IVs-1	77	3f3
BeC	Beausite gravelly sandy loam, 6 to 15 percent slopes-----	11	IVe-2	76	3d2
BeD	Beausite gravelly sandy loam, 15 to 30 percent slopes-----	12	VIe-2	78	3d1
BeF	Beausite gravelly sandy loam, 40 to 75 percent slopes-----	12	VIIe-1	78	3d1
Bh	Bellingham silt loam-----	12	IIIw-2	76	3w2
Br	Briscot silt loam-----	13	IIw-2	75	3w1
Bu	Buckley silt loam-----	13	IIIw-2	76	4w1
Cb	Coastal beaches-----	14	VIIIw-1	78	---
Ea	Earlmont silt loam-----	14	IIw-2	75	3w2
Ed	Edgewick fine sandy loam-----	15	IIIw-1	75	2o1
EvB	Everett gravelly sandy loam, 0 to 5 percent slopes-----	15	IVs-1	77	3f3
EvC	Everett gravelly sandy loam, 5 to 15 percent slopes-----	16	VIs-1	78	3f3
EvD	Everett gravelly sandy loam, 15 to 30 percent slopes-----	16	VIe-1	77	3f2
EvC	Everett-Alderwood gravelly sandy loams, 6 to 15 percent slopes-----	16	VIs-1	78	3f3
InA	Indianola loamy fine sand, 0 to 4 percent slopes-----	17	IVs-2	77	4s3
InC	Indianola loamy fine sand, 4 to 15 percent slopes-----	16	IVs-2	77	4s3
InD	Indianola loamy fine sand, 15 to 30 percent slopes-----	17	VIe-1	76	4s2
KpB	Kitsap silt loam, 2 to 8 percent slopes-----	17	IIIe-1	75	2d2
KpC	Kitsap silt loam, 8 to 15 percent slopes-----	18	IVe-1	76	2d2
KpD	Kitsap silt loam, 15 to 30 percent slopes-----	18	VIe-2	78	2d1
KsC	Klaus gravelly loamy sand, 6 to 15 percent slopes-----	18	VIs-1	78	3f1
Ma	Mixed alluvial land-----	18	VIw-2	78	2o1
NeC	Neilton very gravelly loamy sand, 2 to 15 percent slopes-----	19	VIs-1	78	3f3
Ng	Newberg silt loam-----	19	IIw-1	74	2o1
Nk	Nooksack silt loam-----	20	IIw-1	74	2o1
No	Norma sandy loam-----	20	IIIw-3	76	3w2
Or	Orcas peat-----	21	VIIIw-1	78	---
Os	Oridia silt loam-----	21	IIw-2	75	3w1
OvC	Ovall gravelly loam, 0 to 15 percent slopes-----	22	IVe-2	76	3d1
OvD	Ovall gravelly loam, 15 to 25 percent slopes-----	23	VIe-2	78	3d1
OvF	Ovall gravelly loam, 40 to 75 percent slopes-----	23	VIIe-1	78	3d1
Pc	Pilchuck loamy fine sand-----	23	VIw-1	78	2s1
Pk	Pilchuck fine sandy loam-----	23	IVw-1	76	2s1
Pu	Puget silty clay loam-----	24	IIIw-2	76	3w2
Py	Puyallup fine sandy loam-----	24	IIw-1	74	2o1
RaC	Ragnar fine sandy loam, 6 to 15 percent slopes-----	25	IVe-3	77	4s1
RaD	Ragnar fine sandy loam, 15 to 25 percent slopes-----	26	VIe-2	78	4s1
RdC	Ragnar-Indianola association, sloping: 1/-----	26	-----	---	---
	Ragnar soil-----	--	IVe-3	77	4s1
	Indianola soil-----	--	IVs-2	77	4s3
RdE	Ragnar-Indianola association, moderately steep: 1/-----	26	-----	---	---
	Ragnar soil-----	--	VIe-2	78	4s1
	Indianola soil-----	--	VIe-1	77	4s2

Map symbol	Mapping unit	Described on page	Capability unit		Woodland group
			Symbol	Page	Symbol
Re	Renton silt loam-----	26	IIIw-1	75	3w1
Rh	Riverwash-----	27	VIIIw-1	78	---
Sa	Salal silt loam-----	27	IIw-1	74	2o1
Sh	Sammamish silt loam-----	27	IIw-2	75	3w1
Sk	Seattle muck-----	28	IIw-3	75	---
Sm	Shalcar muck-----	29	IIw-3	75	---
Sn	Si silt loam-----	29	IIw-1	74	2o1
So	Snohomish silt loam-----	30	IIw-2	75	3w2
Sr	Snohomish silt loam, thick surface variant-----	31	IIw-2	75	3w2
Su	Sultan silt loam-----	31	IIw-1	74	3w1
Tu	Tukwila muck-----	32	IIw-3	75	---
Ur	Urban land-----	33	-----	--	---
Wo	Woodinville silt loam-----	33	IIw-2	75	3w2

^{1/}

The composition of these units is more variable than that of the others in the Area, but it has been controlled well enough to interpret for the expected use of the soils.



**OFF-SITE ANALYSIS DRAINAGE SYSTEM TABLE
SURFACE WATER DESIGN MANUAL, CORE REQUIREMENT #2**

Basin: Sammamish River **Subbasin Name:** Little Bear Creek **Subbasin Number:**

Symbol	Drainage Component Type, Name, and Size	Drainage Component Description	Slope	Distance from site discharge	Existing Problems	Potential Problems	Observations of field inspector, resource reviewer, or resident
see map	Type: sheet flow, swale, stream, channel, pipe, pond; Size: diameter, surface area	drainage basin, vegetation, cover, depth, type of sensitive area, volume	%	1/4 mi = 1,320 ft.	constrictions, under capacity, ponding, overtopping, flooding, habitat or organism destruction, scouring, bank sloughing, sedimentation, incision, other erosion		tributary area, likelihood of problem, overflow pathways, potential impacts
Natural	Discharge Path						
A	Ditch	Vegetated / Dirt lined	.5	0 - 300'	None	Vegetation blocking ditch and pipe entrance	
B	12" Concrete	Into golf course	1	300' - 320'	None	entrance	
C	3' Ditch	Earth lined	1	320' - 330'	None	None	
D	12" Concrete		.5	330' - 345'	None	None	
E	40' x 20' Pond	Cat tails	0	345' - 385'	None	None	
F	12" CMP		.5	385' - 395'	None	Grass blocking entrance	
G	2' Ditch	Tall grass	.5	395' - 400'	None	Vegetation blocking ditch and pipe entrance	
H	15" CMP	Angled pipe under fairway	2	400' - 930'	None	None	
I	2' Ditch	Grass lined	2	930' - 1430'	None	None	
J	Ravine	Forested	15	1430' - 1/2 mi	None	Erosion	

EXHIBIT 52
PAGE 2 OF 107

Proposed	Discharge Path								
1	24" CB	End of R-O-W		0	None	None			
2	12" concrete pipe	Drainage easement along property boundary	1	0-240'	None	Sediment			
3	2' Ditch	In golf course	1	240'-250'	None	Vegetation blocking ditch and pipe entrance			
4	12" concrete pipe	Brush covered	1	250'-260'	None	Entrance, sediment			
5	2' Ditch	Brush covered	1	260'-270'	None	Vegetation blocking ditch			
	Joins	Natural Discharge Path							

KING COUNTY SURFACE WATER MANAGEMENT DIVISION
DRAINAGE INVESTIGATION REPORT

EXHIBIT 52
PAGE 7 OF 8
Type C

Page 1: INVESTIGATION REQUEST

Received by: AED

Date: 1/8/96

OK'd by:

File No. 96-0018

Received from:

(Please print plainly for scanning).

(Day)

(Eve)

NAME: Ken + Lisa Toscano

PHONE 481-2753

ADDRESS: 15206 NE 202nd st.

City Woodinville

State

Zip 9807

Location of problem, if different:

Reported Problem:

- See attached -

Flat name:

Lot No:

Block No:

Other agencies involved:

No Field Investigation Needed

(initials)

*****TO BE COMPLETED BY COMPLAINT PROGRAM STAFF*****

NW 2 26 5
1/4 S T R

Parcel No. 0226059083

Kroll 502W

Th. Bros: New 477A4
Old 4E1, F1

Basin LBR

Council Dist 3

Charge No:

RESPONSE: Citizen notified on _____ by _____ phone _____ letter _____ in person

DISPOSITION: Turned to _____ on _____ by _____

OR: No further action recommended because

Lead agency has been notified: _____

Problem has been corrected: _____ No problem has been identified. _____

Prior investigation addresses problem

See File # _____

Private problem - NDAP will not consider because:

Water originates onsite and/or on neighboring parcel

Location is outside SWM Service Area.

Other (Specify): _____

DATE CLOSED: 01/26/96 by: [Signature]

RFDTOWDUL

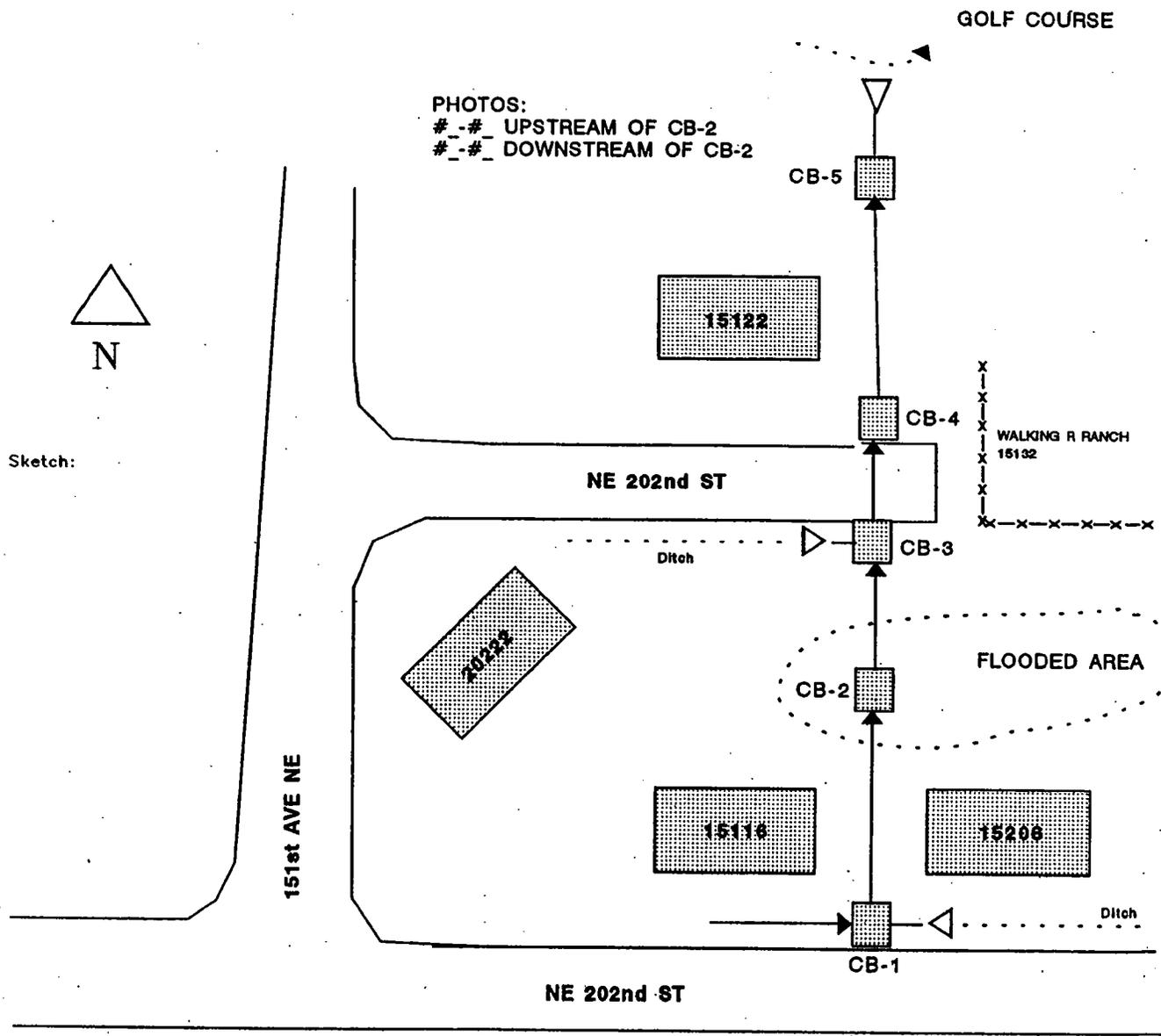
KING COUNTY SURFACE WATER MANAGEMENT DIVISION
 DRAINAGE INVESTIGATION REPORT

Page 2: FIELD INVESTIGATION

EXHIBIT 52
 PAGE 28 OF 107

Details of Investigation: KEN TOSCANO

Site visit on 12/26/95. Met with Mr. and Mrs. Toscano. They indicated the water level during last major storm rose approx. 2' over CB-2. Weather at time of inspection was clear and dry in the upper 30's. All catchbasins except CB-2 had visible drainage flowing. The water level in CB-2 was at 2/3 full level of inlet/outlet pipe. All conveyance pipe is 12" CP. Evidence of some root intrusion was visible at inlet pipe opening in CB-2. Unable to candle pipes due to water level. There was no water moving in CB-2. Appears that there is a partial blockage between CB-1 and CB-3. CB-2 and CB-5 were full of sediment to invert of inlet/outlet pipes.



PHOTOS:
 #_#_#_ UPSTREAM OF CB-2
 #_#_#_ DOWNSTREAM OF CB-2

CITY OF WOODINVILLE

Investigated by NIGEL KEIFFER Date 12/26/95

KING COUNTY SURFACE WATER MANAGEMENT DIVISION
DRAINAGE INVESTIGATION REPORT

Page 2: FIELD INVESTIGATION

EXHIBIT 50
 PAGE 29 OF 107

File Name:

TYPE _____
 File No. _____

Details of Investigation: Date of Field Investigation: 12/22/93 Related Investigations:

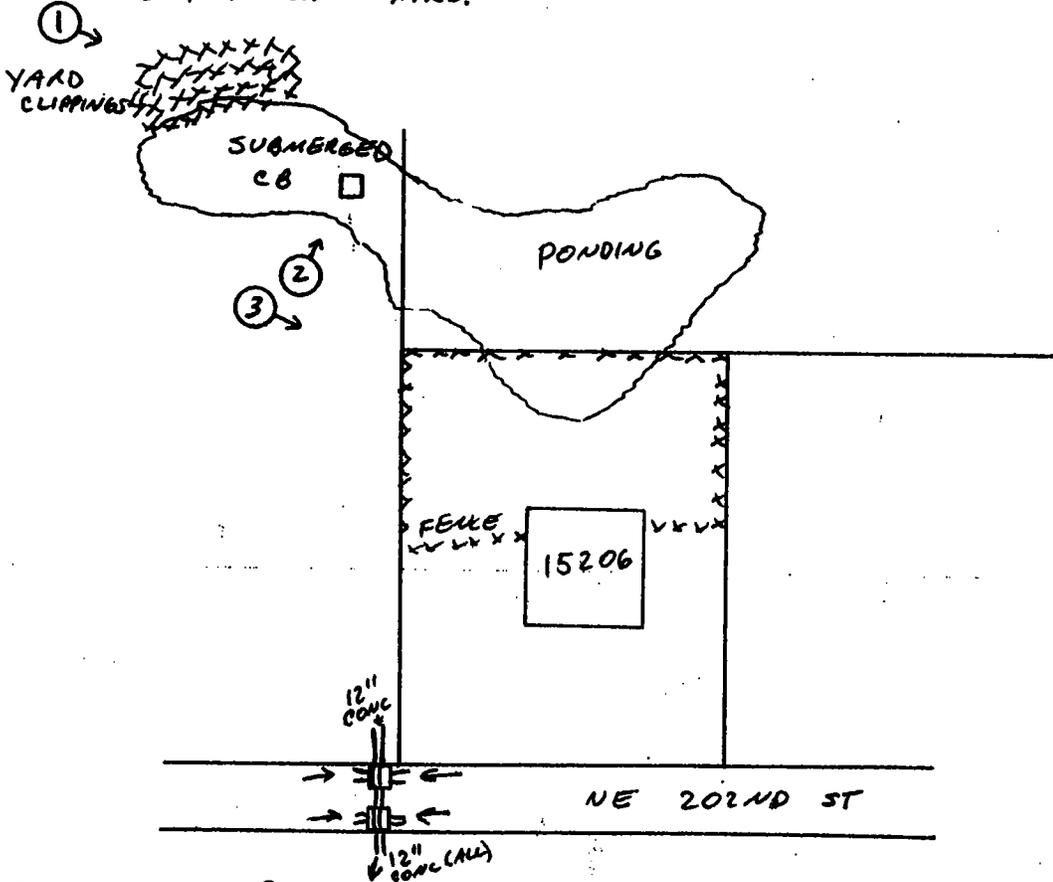
WATER FROM A POND BEHIND THE TOSANOS IS RISING AND ENCRACHING INTO THEIR BACK YARD. THE HOUSE IS NOT THREATENED AS IT IS SEVERAL FEET ABOVE THE WATER. FOUND A CB ABOUT 1 FOOT UNDERWATER. COULD NOT TELL WHERE IT WAS SUPPOSED TO DRAIN. ON NE 202ND ST THERE IS A X-CULVERT THAT FLOWS TO THE SOUTH INTO AN OPEN SPACE TRACT. THE CB ON THE NORTH SIDE OF THE ROAD HAS A PIPE LEADING INTO IT THAT COMES FROM THE DIRECTION OF THE SUBMERGED CB BUT A CONNECTION COULD NOT BE CONFIRMED. THE CBS IN FRONT HAD WATER PONDING IN THEM TO ALMOST ABOVE THE OUTLET PIPES.

1-10-94 CHECKED WITH FM. NOT COUNTY MAINTAINED R/D FACILITY.

PHOTOS:

- (1) - AREA WHERE YARD CLIPPINGS HAVE BEEN DUMPED.
- (2) - SUBMERGED CB.
- (3) - WATER ENCRACHING INTO BACK YARD.

Sketch:



Date of Report: 12/27/93 By: [Signature]

Complainant notified by BS by X phone letter personal contact. 1-10-94 - TOLD KEN TOSCANO NO COUNTY OWNED OR MAINTAINED FACILITIES.

KING COUNTY SURFACE WATER MANAGEMENT DIVISION
DRAINAGE INVESTIGATION REPORT

EXHIBIT 52
PAGE 36 OF 107

Page 1: INVESTIGATION REQUEST

TYPE C

PROBLEM DRNG

Reported by: SANDY

Date: 12/9/93

OK'd by: BS

File No. 93-1056

Received from: _____ (Please print plainly for scanning). (Day) _____ (Eve) _____

NAME: LISA TOSCANO PHONE 481-2753

ADDRESS: 15206 NE 202TH ST. City WOODINVILLE State _____ Zip 98072

Description of problem, if different: _____ CHARGE # _____

Details of Problem:

A POND RUNNING THROUGH HER BACKYARD. THERE IS A
BRAM DRAIN THAT IS ADJACENT TO IT.
~~THEY~~ THEY HAVE ALWAYS CLEANED OUT THE DRAINS, TAKING
OUT LEAVES.
WATER IS NOW CREEPING TOWARDS THE HOUSE.
THIS IS THE ~~1~~ FIRST YEAR IT HAS NOT DRAINED.

CALL FIRST TO LET HER KNOW WHEN SOMEONE
WILL INVESTIGATE.
Other agencies involved: (Give details) called 12/9-1105 to acknowledge complaint.

Reported Impacts:	# Properties:	Dates/frequency of occurrences:
<input type="checkbox"/> Home	_____	
<input type="checkbox"/> Access road	_____	
<input type="checkbox"/> Septic system	_____	
<input type="checkbox"/> Outbuildings, garage	_____	
<input type="checkbox"/> Yard/landscaping	_____	
<input type="checkbox"/> Other property	_____	
<input type="checkbox"/> Stream, lake, wetland	_____	

Comments: _____

TO BE COMPLETED BY COMPLAINT PROGRAM STAFF

Location/Tracking Info: NW 1/4 S2 T26 R5 Parcel No. 022605-9083 Type _____

Basin LBR Council Dist 3 DIR Ref/Chg No: _____ City _____ Field investigation needed? _____

Plat name: _____ Block No: _____ Lot No: _____

Case taken: Assigned to: _____ Turned to _____ on _____ / _____ / _____ Initials: _____ KROLL _____

THOMAS BROS NEW: 477 AY DATE CLOSED: 1/10/94 OK'd: BS

OLD: 4 E1

Prepared For:
Phoenix Development Inc.
PO Box 7167
7127-196th Street SW
Lynnwood, Washington 98046-3167

Date November 5, 2004

MONTEVALLO
Preliminary Technical Information Report

Prepared By:
Schwin Chaosilapakul
Tyson Wentz



EXPIRES 08/02/06

Reviewed By:
Mark Keller, P.E.

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LIST OF SUPPLEMENTAL INFORMATION

Note: Where applicable, supplemental information is located at the end of each section.

Section I:

TIR Worksheet

Section III:

Level 1 Downstream Analysis

Section IV:

Existing Basin Exhibit

Developed Basin Exhibit

1998 KCSWDM – Figure 3.2.2.A Rainfall Regions and Regional Scale Factors

Section V:

Offsite Pipe Capacity Calculations*

Section VI:

Geotechnical Engineering Study prepared by Earth Consultants Inc., dated September 22, 2004

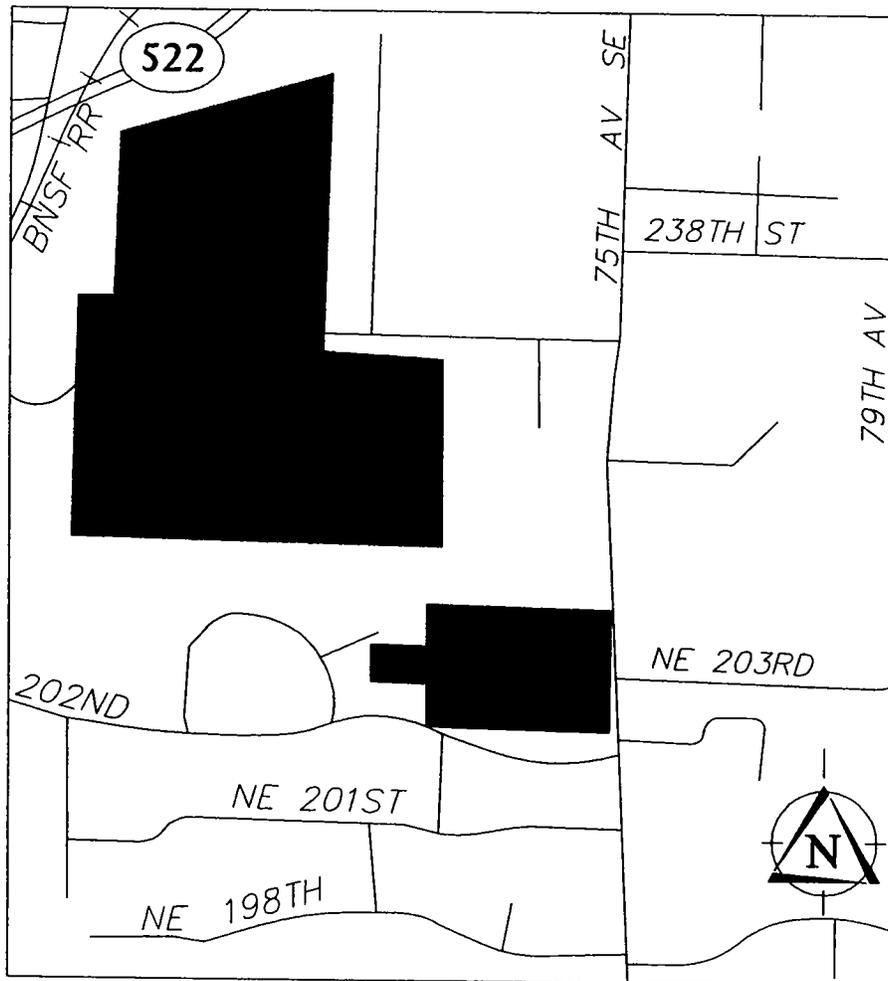
Section X:

Bond Quantity Worksheet*

*To be provided at Final Engineering Submittal

1 PROJECT OVERVIEW

The Montevallo Project proposes to construct 66 single family homes on approximately 13.5 acres of a 16.5 acre site. The site is located west of 156th Avenue NE and north of NE 202nd Street. In general, the site lies within Section 02, Township 26 North, Range 05 East, W.M., City of Woodinville, Washington. See the vicinity map below and the Developed Conditions Exhibit in the end of Section 4.



VICINITY MAP
Not to Scale

King County Department of Development and Environmental Services
TECHNICAL INFORMATION REPORT (TIR) WORKSHEET

EXHIBIT 52
 PAGE 3 OF 107

Part 1 PROJECT OWNER AND PROJECT ENGINEER

Project Owner Phoenix Development, Inc.
 Address Box 3167 7127-196th Street
SW Lynnwood, WA 98046-3167

Project Engineer Mark Keller
 Company Triad Associates
 Address/Phone 11814 115th Ave NE
Kirkland, WA 98034 425-821-844

Part 2 PROJECT LOCATION AND DESCRIPTION

Project Name Montevallo

Location

Township 26 N
 Range 5 E
Section NW 02

Part 3 TYPE OF PERMIT APPLICATION

Subdivision
 Short Subdivision
 Grading
 Commercial
 Other _____

Part 4 OTHER REVIEWS AND PERMITS

DFW HPA Shoreline Management
 COE 404 Rockery
 DOE Dam Safety Structural Vaults
 FEMA Floodplain Other
 COE Wetlands

Part 5 SITE COMMUNITY AND DRAINAGE BASIN

Community
Northshore

Drainage Basin
Little Bear Creek

Part 6 SITE CHARACTERISTICS

River _____
 Stream _____
 Critical Stream Reach
 Depressions/Swales
 Lake _____
 Steep Slopes _____

Floodplain _____
 Wetlands _____
 Seeps/Springs
 High Groundwater Table
 Groundwater Recharge
 Other _____

Part 7 SOILS

Soil Type	Slopes	Erosion Potential	Erosive Velocities
<u>Alderwood gravelly sandy loam</u>	<u>6 to 15 percent</u>	<u>moderate</u>	<u>slow to medium</u>
_____	_____	_____	_____
_____	_____	_____	_____

Additional Sheets Attached

Part 8 DEVELOPMENT LIMITATIONS

REFERENCE	LIMITATION/SITE CONSTRAINT
<input type="checkbox"/> <u>Ch. 4 - Downstream Analysis</u>	_____
<input type="checkbox"/> _____	_____

Additional Sheets Attached

Part 9 ESC REQUIREMENTS

MINIMUM ESC REQUIREMENTS DURING CONSTRUCTION	MINIMUM ESC REQUIREMENTS AFTER CONSTRUCTION
<input checked="" type="checkbox"/> Sedimentation Facilities	<input checked="" type="checkbox"/> Stabilize Exposed Surface
<input checked="" type="checkbox"/> Stabilized Construction Entrance	<input checked="" type="checkbox"/> Remove and Restore Temporary ESC Facilities
<input checked="" type="checkbox"/> Perimeter Runoff Control	<input checked="" type="checkbox"/> Clean and Remove All Silt and Debris
<input checked="" type="checkbox"/> Clearing and Grading Restrictions	<input checked="" type="checkbox"/> Ensure Operation of Permanent Facilities
<input checked="" type="checkbox"/> Cover Practices	<input checked="" type="checkbox"/> Flag Limits of SAO and open space preservation areas
<input checked="" type="checkbox"/> Construction Sequence	<input type="checkbox"/> Other
<input type="checkbox"/> Other	

Part 10 SURFACE WATER SYSTEM

<input type="checkbox"/> Grass Lined Channel	<input type="checkbox"/> Tank	<input type="checkbox"/> Infiltration	Method of Analysis KCTRS level 2
<input checked="" type="checkbox"/> Pipe System	<input checked="" type="checkbox"/> Vault	<input type="checkbox"/> Depression	
<input type="checkbox"/> Open Channel	<input type="checkbox"/> Energy Dissapator	<input checked="" type="checkbox"/> Flow Dispersal	Compensation/Mitigation of Eliminated Site Storage
<input type="checkbox"/> Dry Pond	<input checked="" type="checkbox"/> Wetland	<input checked="" type="checkbox"/> Waiver	
<input type="checkbox"/> Wet Pond	<input type="checkbox"/> Stream	<input type="checkbox"/> Regional Detention	
	<input checked="" type="checkbox"/> Storm filter		

Brief Description of System Operation Curb and gutter roadway to catch basins then through a tight line drainage system to a detention vault. The discharge will be controlled under level 2 and with a leaf compost filter system for water quality treatment.

Reference	Facility	Limitation
_____	_____	_____
_____	_____	_____

Part 11 STRUCTURAL ANALYSIS

- Cast in Place Vault
- Retaining Wall
- Rockery > 4' High
- Structural on Steep Slope
- Other

Part 12 EASEMENTS/TRACTS

- Drainage Easement
- Access Easement
- Native Growth Protection Easement
- Tract
- Other

Part 13 SIGNATURE OF PROFESSIONAL ENGINEER

I or a civil engineer under my supervision my supervision have visited the site. Actual site conditions as observed were incorporated into this worksheet and the attachments. To the best of my knowledge the information provided here is accurate.

Signed/Date

2 CONDITIONS AND REQUIREMENTS SUMMARY

EXHIBIT 32
PAGE 39 OF 107

2.1 Core Requirements

2.1.1 Core Requirement #1: Discharge at the Natural Location

Runoff from the site drains to the onsite wetland occupying the western portion of the site. The wetland drains offsite to the north via a vegetated ditch along the northwest property boundary of the site. Flow from the ditch enters a culvert / ditch system before discharging into a pond located within the Wellington Hills Golf Course approximately 350 ft downstream of the site. The proposed discharge location of the developed site will be to an existing closed pipe system along the western boundary of the site which meets with the natural downstream drainage path approximately 270' downstream of the site (see Level 1 Report in Section 3). A drainage variance will be requested to the City of Woodinville.

2.1.2 Core Requirement #2: Offsite Analysis

See the Level 1 Downstream Analysis included in Section 3 of this TIR.

2.1.3 Core Requirement #3: Flow Control

Since site drainage is tributary to the Little Bear Creek (classified as salmonid-bearing stream), a detention vault designed to Level 2 flow control standards is proposed. See Section 4 – Flow Control and Water Quality Facility Analysis and Design.

2.1.4 Core Requirement #4: Conveyance System

See Section 6 – Conveyance System Analysis and Design.

2.1.5 Core Requirement #5: Erosion and Sediment Control

See Section 9 – Temporary Erosion and Sedimentation Control Analysis and Design.

2.1.6 Core Requirement #6: Maintenance and Operations

The storm system will be maintained by the City of Woodinville. Operations and Maintenance will be per King County Standards. See Section 10 – Operations and Maintenance Manual.

2.1.7 Core Requirement #7: Financial Guarantees and Liability

This requirement will be addressed during final engineering in Section 9 - Bond Quantity Work Sheet, Retention/Detention Facility Summary, and Declaration of Covenant.

2.1.8 Core Requirement #8: Water Quality

Water Quality BMPs from the Resource Stream Protection Menu will be provided. A treatment train system of wet vault followed by a leaf compost filter (StormFilter) is proposed for the site. The leaf compost filter will be the StormFilter system with leaf compost media by Stormwater Management Inc. See Section 4 - Flow Control and Water Quality Facility Analysis and Design.

2.2 Special Requirement #1: Other Adopted Area-Specific Requirements

2.2.1 Critical Drainage Areas

The site is not located within a Critical Drainage Area.

2.2.2 Master Drainage Plan

Not applicable.

2.2.3 Basin Plans

According to the King County Drainage Basins Map, the site is located within the Little Bear Creek sub-basin of the Sammamish River Drainage Basin.

2.2.4 Lake Management Plans

Not applicable.

2.2.5 Shared Facility Drainage Plans

Not applicable.

2.3 Special Requirement #2: Floodplain/Floodway Delineation

The limits of this project do not lie in a 100-year floodplain.

2.4 Special Requirement #3: Flood Protection Facilities

This special requirement is required for projects with Class 1 or 2 streams with an existing flood protection facility. The site does not contain the above-mentioned items.

2.5 Special Requirement #4: Source Controls

Not applicable. This project is not a commercial, industrial, multifamily or a redevelopment of a commercial, industrial or multifamily project.

EXHIBIT 52
PAGE 2 OF 107

3 OFFSITE ANALYSIS

3.1 *Level 1 Downstream Analysis*

Please refer to the attached Level 1 Downstream Analysis.

4 FLOW CONTROL AND WATER QUALITY DESIGN

4.1 *Performance Standards, Flow Control System, W.Q. System*

All stormwater facilities will be designed per the 1998 King County Surface Water Design Manual (KCSWDM). Since site drainage is tributary to the Little Bear Creek (classified as salmonid-bearing stream), a detention vault designed to Level 2 flow control standards along with water quality treatment from the Resource Stream Protection Menu is required for the site.

4.2 *Drainage Concept*

Runoff from the developed site will be collected and detained in a vault located adjacent to the wetland in the western portion of the site. Detained areas will also include the half street of 156th Avenue NE fronting the site to the east. Roof runoff from lots adjacent to the onsite wetland is proposed to bypass the detention vault and discharge into the wetland for recharge. Flows discharged from the site are proposed to drain to the existing system within NE 204th Street. A drainage variance to Core Requirement #1 will be requested (see Level 1 report for downstream details).

4.3 *Detention*

A detention vault with Level 2 flow control will be provided for the site. A Level 2 flow control facility requires, in addition to the Level 1 flow control requirement (match 2-year and 10-year peak discharge rates of the developed to the predeveloped conditions), that discharge durations from the developed site match those of the predeveloped durations for the range of the predeveloped discharge rates from 50% of the 2-year peak flow up to the full 50-year peak flow.

The King County Runoff Time Series (KCRTS) program (using hourly time steps) was used to size the Level 2 detention vault. The input parameters for the KCRTS program to estimate runoff for the site are Sea-Tac Rainfall Region with a Scale Factor of 1.0 and Till Soils conditions.

4.3.1 Existing Flows

The existing basin is modeled with developable portions of the site east of the onsite wetland including the half street of 156th Avenue NE fronting the site. The total existing basin area is 13.50 acres with 1.40 acres of till forest, 0.69 acres of impervious, 1.32 acres of till grass, and 10.09 acres of till pasture. Refer to the *Existing Basin Exhibit* at the end of this Section.

KCRTS Existing Peak Flows

Flow Frequency Analysis			
Time Series File:exst.tsf			
Project Location:Sea-Tac			
---Annual Peak Flow Rates---		-----Flow Frequency Analysis-----	
Flow Rate (CFS)	Rank	Time of Peak	--- Peaks --- Rank Return Prob (CFS) Period
1.02	3	2/09/01 15:00	1.92 1 100.00 0.990
0.496	7	1/05/02 16:00	1.02 2 25.00 0.960
1.02	2	2/28/03 3:00	1.02 3 10.00 0.900
0.241	8	8/26/04 2:00	0.967 4 5.00 0.800
0.574	6	1/05/05 8:00	0.908 5 3.00 0.667
0.967	4	1/18/06 16:00	0.574 6 2.00 0.500
0.908	5	11/24/06 4:00	0.496 7 1.30 0.231
1.92	1	1/09/08 6:00	0.241 8 1.10 0.091
Computed Peaks			1.62 50.00 0.980

The peak downstream flows from the detention vault will not exceed 0.57 cfs and 1.02 cfs for the 2 and 10-year storm events, respectively.

4.3.2 Developed Flows

The developed basin will not include the wetland recharge portion. The developed basin is 12.38 acres with 7.20 acres of impervious surfaces (58%) and 5.18 acres of till grass. Refer to the *Developed Basin Exhibit* at the end of this Section.

KCRTS Developed Peak Flows

Flow Frequency Analysis			
Time Series File:site-9-20.tsf			
Project Location:Sea-Tac			
---Annual Peak Flow Rates---		-----Flow Frequency Analysis-----	
Flow Rate (CFS)	Rank	Time of Peak	Peaks (CFS)
2.21	6	2/09/01 2:00	4.50
1.77	8	1/05/02 16:00	2.75
2.66	3	2/27/03 7:00	2.66
1.89	7	8/26/04 2:00	2.34
2.28	5	10/28/04 16:00	2.28
2.34	4	1/18/06 16:00	2.21
2.75	2	10/26/06 0:00	1.89
4.50	1	1/09/08 6:00	1.77
Computed Peaks			3.91
			Rank
			Return Period
			Prob
			100.00
			0.990
			25.00
			0.960
			10.00
			0.900
			5.00
			0.800
			3.00
			0.667
			2.00
			0.500
			1.30
			0.231
			1.10
			0.091
			50.00
			0.980

The 100-year peak developed flow rate generated from the detained area is 4.50 cfs.

4.3.3 Detention Vault Modeling

The following is the output from the KCRTS program for the modeled Level 2 detention vault.

KCRTS Level 2 Vault

Retention/Detention Facility					
Type of Facility: Detention Vault					
Facility Length: 285.00 ft					
Facility Width: 50.00 ft					
Facility Area: 14250. sq. ft					
Effective Storage Depth: 6.50 ft					
Stage 0 Elevation: 0.00 ft					
Storage Volume: 92625. cu. ft					
Riser Head: 6.50 ft					
Riser Diameter: 12.00 inches					
Number of orifices: 3					
Orifice #	Height (ft)	Diameter (in)	Full Head Discharge (CFS)	Pipe Diameter (in)	
1	0.00	2.44	0.412		
2	3.10	2.63	0.346	6.0	
3	4.40	2.31	0.210	6.0	
Top Notch Weir: None					
Outflow Rating Curve: None					
Stage (ft)	Elevation (ft)	Storage (cu. ft)	Discharge (cfs)	Percolation (cfs)	
0.00	0.00	0.	0.000	0.000	0.00

Montevallo - Preliminary Technical Information Report

0.03	0.03	428.	0.010	0.026	0.00
0.05	0.05	713.	0.016	0.036	0.00
0.08	0.08	1140.	0.026	0.045	0.00
0.10	0.10	1425.	0.033	0.051	0.00
0.13	0.13	1853.	0.043	0.058	0.00
0.15	0.15	2138.	0.049	0.063	0.00
0.18	0.18	2565.	0.059	0.068	0.00
0.20	0.20	2850.	0.065	0.073	0.00
0.33	0.33	4703.	0.108	0.093	0.00
0.46	0.46	6555.	0.150	0.109	0.00
0.59	0.59	8408.	0.193	0.124	0.00
0.71	0.71	10118.	0.232	0.136	0.00
0.84	0.84	11970.	0.275	0.148	0.00
0.97	0.97	13823.	0.317	0.159	0.00
1.10	1.10	15675.	0.360	0.169	0.00
1.22	1.22	17385.	0.399	0.179	0.00
1.35	1.35	19238.	0.442	0.188	0.00
1.48	1.48	21090.	0.484	0.196	0.00
1.61	1.61	22943.	0.527	0.205	0.00
1.73	1.73	24653.	0.566	0.213	0.00
1.86	1.86	26505.	0.608	0.220	0.00
1.99	1.99	28358.	0.651	0.228	0.00
2.12	2.12	30210.	0.694	0.235	0.00
2.24	2.24	31920.	0.733	0.242	0.00
2.37	2.37	33773.	0.775	0.249	0.00
2.50	2.50	35625.	0.818	0.255	0.00
2.62	2.62	37335.	0.857	0.262	0.00
2.75	2.75	39188.	0.900	0.268	0.00
2.88	2.88	41040.	0.942	0.274	0.00
3.01	3.01	42893.	0.985	0.280	0.00
3.10	3.10	44175.	1.014	0.284	0.00
3.13	3.13	44603.	1.024	0.287	0.00
3.15	3.15	44888.	1.030	0.294	0.00
3.18	3.18	45315.	1.040	0.304	0.00
3.21	3.21	45743.	1.050	0.317	0.00
3.24	3.24	46170.	1.060	0.333	0.00
3.26	3.26	46455.	1.066	0.353	0.00
3.29	3.29	46883.	1.076	0.375	0.00
3.32	3.32	47310.	1.086	0.382	0.00
3.35	3.35	47738.	1.096	0.389	0.00
3.47	3.47	49448.	1.135	0.416	0.00
3.60	3.60	51300.	1.178	0.439	0.00
3.73	3.73	53153.	1.220	0.461	0.00
3.86	3.86	55005.	1.263	0.480	0.00
3.98	3.98	56715.	1.302	0.499	0.00
4.11	4.11	58568.	1.345	0.516	0.00
4.24	4.24	60420.	1.387	0.533	0.00
4.37	4.37	62273.	1.430	0.549	0.00
4.40	4.40	62700.	1.439	0.553	0.00
4.42	4.42	62985.	1.446	0.557	0.00
4.45	4.45	63412.	1.456	0.564	0.00
4.47	4.47	63697.	1.462	0.574	0.00
4.50	4.50	64125.	1.472	0.586	0.00
4.52	4.52	64410.	1.479	0.601	0.00
4.54	4.54	64695.	1.485	0.617	0.00
4.57	4.57	65123.	1.495	0.632	0.00
4.59	4.59	65408.	1.502	0.639	0.00

4.72	4.72	67260.	1.544	0.672	0.00
4.85	4.85	69113.	1.587	0.700	0.00
4.97	4.97	70823.	1.626	0.727	0.00
5.10	5.10	72675.	1.668	0.752	0.00
5.23	5.23	74528.	1.711	0.775	0.00
5.36	5.36	76380.	1.753	0.797	0.00
5.48	5.48	78090.	1.793	0.819	0.00
5.61	5.61	79943.	1.835	0.839	0.00
5.74	5.74	81795.	1.878	0.859	0.00
5.87	5.87	83648.	1.920	0.879	0.00
5.99	5.99	85358.	1.960	0.897	0.00
6.12	6.12	87210.	2.002	0.916	0.00
6.25	6.25	89063.	2.045	0.933	0.00
6.38	6.38	90915.	2.087	0.951	0.00
6.50	6.50	92625.	2.126	0.967	0.00
6.60	6.60	94050.	2.159	1.290	0.00
6.70	6.70	95475.	2.192	1.860	0.00
6.80	6.80	96900.	2.225	2.610	0.00
6.90	6.90	98325.	2.257	3.410	0.00
7.00	7.00	99750.	2.290	3.710	0.00
7.10	7.10	101175.	2.323	3.970	0.00
7.20	7.20	102600.	2.355	4.220	0.00
7.30	7.30	104025.	2.388	4.450	0.00
7.40	7.40	105450.	2.421	4.670	0.00
7.50	7.50	106875.	2.454	4.870	0.00
7.60	7.60	108300.	2.486	5.070	0.00
7.70	7.70	109725.	2.519	5.260	0.00
7.80	7.80	111150.	2.552	5.440	0.00
7.90	7.90	112575.	2.584	5.610	0.00
8.00	8.00	114000.	2.617	5.780	0.00
8.10	8.10	115425.	2.650	5.940	0.00
8.20	8.20	116850.	2.683	6.100	0.00
8.30	8.30	118275.	2.715	6.250	0.00
8.40	8.40	119700.	2.748	6.400	0.00
8.50	8.50	121125.	2.781	6.550	0.00

Hyd	Inflow	Outflow		Peak		Storage	
		Target	Calc	Stage	Elev	(Cu-Ft)	(Ac-Ft)
1	4.50	*****	3.14	6.87	6.87	97842.	2.246
2	2.21	*****	0.96	6.48	6.48	92311.	2.119
3	2.21	1.02	0.87	5.82	5.82	82903.	1.903
4	2.34	*****	0.79	5.34	5.34	76095.	1.747
5	2.66	*****	0.70	4.86	4.86	69219.	1.589
6	1.38	0.57	0.48	3.87	3.87	55158.	1.266
7	1.77	*****	0.28	2.95	2.95	42046.	0.965
8	1.89	*****	0.24	2.19	2.19	31166.	0.715

Duration Comparison Analysis

Base File: exst.tsf

New File: rdout.tsf

Cutoff Units: Discharge in CFS

Cutoff	-----Fraction of Time-----			-----Check of Tolerance-----		
	Base	New	%Change	Probability	Base	New %Change
0.230	0.90E-02	0.54E-02	-40.1	0.90E-02	0.230	0.224 -2.7
0.283	0.63E-02	0.35E-02	-44.6	0.63E-02	0.283	0.229 -19.1
0.335	0.49E-02	0.32E-02	-34.3	0.49E-02	0.335	0.231 -31.1

0.388	0.37E-02	0.30E-02	-17.7	0.37E-02	0.388	0.267	-31.2
0.440	0.28E-02	0.27E-02	-6.3	0.28E-02	0.440	0.416	-5.6
0.493	0.21E-02	0.22E-02	0.8	0.21E-02	0.493	0.494	0.2
0.546	0.15E-02	0.17E-02	15.4	0.15E-02	0.546	0.564	3.3
0.598	0.10E-02	0.12E-02	14.1	0.10E-02	0.598	0.616	3.0
0.651	0.77E-03	0.80E-03	4.3	0.77E-03	0.651	0.654	0.5
0.703	0.44E-03	0.49E-03	11.1	0.44E-03	0.703	0.713	1.4
0.756	0.24E-03	0.24E-03	0.0	0.24E-03	0.756	0.762	0.9
0.808	0.16E-03	0.15E-03	-10.0	0.16E-03	0.808	0.804	-0.6
0.861	0.65E-04	0.00E+00	-100.0	0.65E-04	0.861	0.846	-1.7

Maximum positive excursion = 0.021 cfs (3.9%)
 occurring at 0.526 cfs on the Base Data:exst.tsf
 and at 0.546 cfs on the New Data:rdout.tsf

Maximum negative excursion = 0.129 cfs (-35.2%)
 occurring at 0.365 cfs on the Base Data:exst.tsf
 and at 0.236 cfs on the New Data:rdout.tsf

The outflow durations do not exceed the maximum 10% threshold. In addition, more than half of the flow duration curve is below the existing target duration curve. Therefore, the designed vault meets the Level 2 flow control requirement. The required detention volume is approximately 92,625 cf. The final vault will be designed to accommodate the required detention volume plus a 10% safety factor.

4.4 Wetland Recharge

The Montevallo site contains one wetland and buffer which is 2.82 acres. The wetland recharge will be provided by the back 20' of yards, roof, and footing drains dispersing runoff toward the wetland. The driveway and front yard will drain to the street. The roof and footing drains will be dispersed in a level spreader outside of the wetland buffer. The selected lots to provide recharge are lots 10 - 20; see the *Wetland Recharge Exhibit* at the end of this section. The area break down is 0.70 acres of impervious and 0.42 acres of grass. This area was subtracted from the developed area going to the detention vault.

KCTRS Wetland Flows

Flow Frequency Analysis				Flow Frequency Analysis			
Time Series File:wet9-20.tsf				Time Series File:wet9-20.tsf			
Project Location:Sea-Tac				Project Location:Sea-Tac			
---Annual Peak Flow Rates---				-----Flow Frequency Analysis-----			
Flow Rate (CFS)	Rank	Time of Peak		Peaks (CFS)	Rank	Return Period	Prob
0.208	6	2/09/01 2:00		0.421	1	100.00	0.990
0.170	8	1/05/02 16:00		0.266	2	25.00	0.960
0.250	3	2/27/03 7:00		0.250	3	10.00	0.900
0.183	7	8/26/04 2:00		0.221	4	5.00	0.800
0.220	5	10/28/04 16:00		0.220	5	3.00	0.667
0.221	4	1/18/06 16:00		0.208	6	2.00	0.500
0.266	2	10/26/06 0:00		0.183	7	1.30	0.231
0.421	1	1/09/08 6:00		0.170	8	1.10	0.091
Computed Peaks				0.369		50.00	0.980

4.5 Water Quality

Selecting from the BMPs listed in the Resource Stream Protection Menu, water quality for the site will be provided by a two-facility treatment train system (Option 3). The proposed treatment train will be a basic wet vault followed by a leaf compost filter (StormFilter).

4.5.1 Wet Vault

The basic wet vault was sized per Chapter 6.4 of the 1998 KCSWDM.

Total Area = 12.38 acres

Impervious = 7.20 acres

Pervious = 5.18 acres (till grass)

$$V_r = (0.9A_i + 0.25A_{tg} + 0.10A_{tf} + 0.01A_o) \times 43,560 \times (R/12)$$

- Where
- V_r = volume of runoff from mean annual storm (cf)
 - A_i = area of impervious surface = 7.20 acres
 - A_{tg} = area of till soil covered with grass = 5.18 acres
 - A_{tf} = area of till soil covered with forest = 0 acres
 - A_o = area of outwash soil covered with grass or forest = 0 acres
 - R = rainfall from mean annual storm = 0.47" (Figure 6.4.1.A)

$$V_r = [(0.9)(7.20 \text{ ac}) + (0.25)(5.18 \text{ ac}) + (0.10)(0 \text{ ac}) + (0.01)(0 \text{ ac})] \times 43560 \times (0.47/12)$$

$$V_r = 13,264 \text{ cf}$$

$$V_b = fV_r \quad (\text{Equation 6-14})$$

Where V_b = wetpool volume (cf)
 f = volume factor = 3 (basic wet vault)
 V_r = runoff volume = 13,264 cf

$$V_b = (3)(13,264)$$

$$V_b = 39,794 \text{ cubic-feet}$$

The required wet vault volume is approximately 39,794 cf. The wet vault will be designed to provide the required water quality volume.

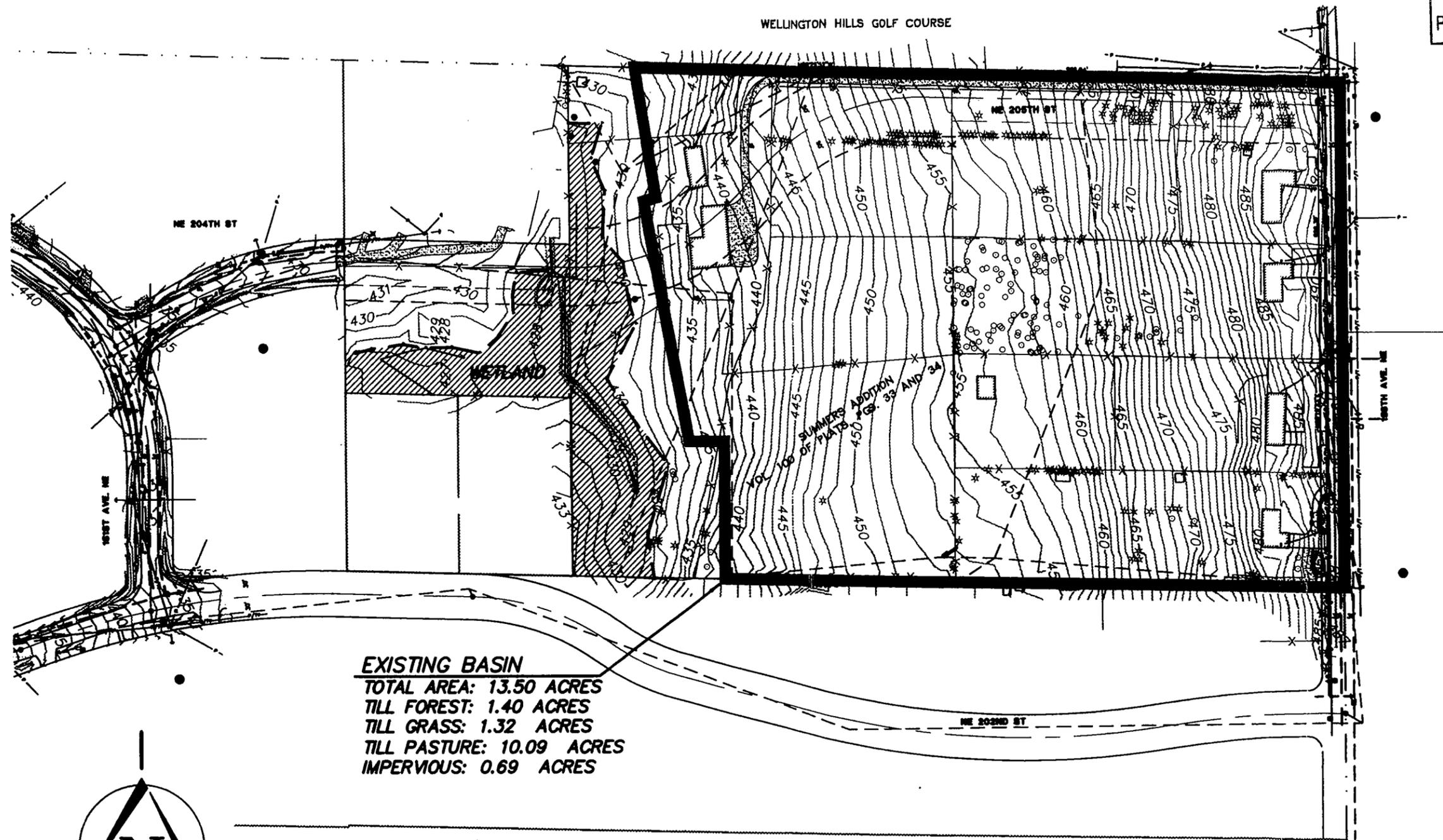
4.5.2 StormFilter

A StormFilter vault is proposed to provide additional water quality treatment required for Resource Stream Protection. This vault will treat flows downstream of the water quality / detention vault. The StormFilter vault will be sized to accommodate the number of StormFilter cartridges required to treat the 2-year outflow from the detention vault. As determined in Section 4.3.3 Detention Vault Modeling, the 2-year outflow is 0.48 cfs. A StormFilter cartridge can treat 0.0334 cfs (15 gal/min), therefore the required number of cartridges is 15. A 12' x 6' StormFilter vault is proposed to accommodate the required cartridges for treatment. Final StormFilter vault sizing will be done by Stormwater Management Inc.

Flows in excess of the 2-year peak flows released from the detention vault will bypass the StormFilter via a flow splitter.

BY / DATE	
NO. / DATE	
PROJECT MANAGER	
PROJECT SUPERVISOR	
PROJECT ENGINEER	
PROJECT LANDSCAPE ARCHITECT	
FIRST SUBMITTAL DATE:	
SCALE: HORIZ: 1"=150' VERT.:	

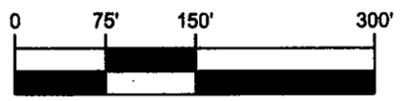
WELLINGTON HILLS GOLF COURSE



EXISTING BASIN
TOTAL AREA: 13.50 ACRES
TILL FOREST: 1.40 ACRES
TILL GRASS: 1.32 ACRES
TILL PASTURE: 10.09 ACRES
IMPERVIOUS: 0.69 ACRES

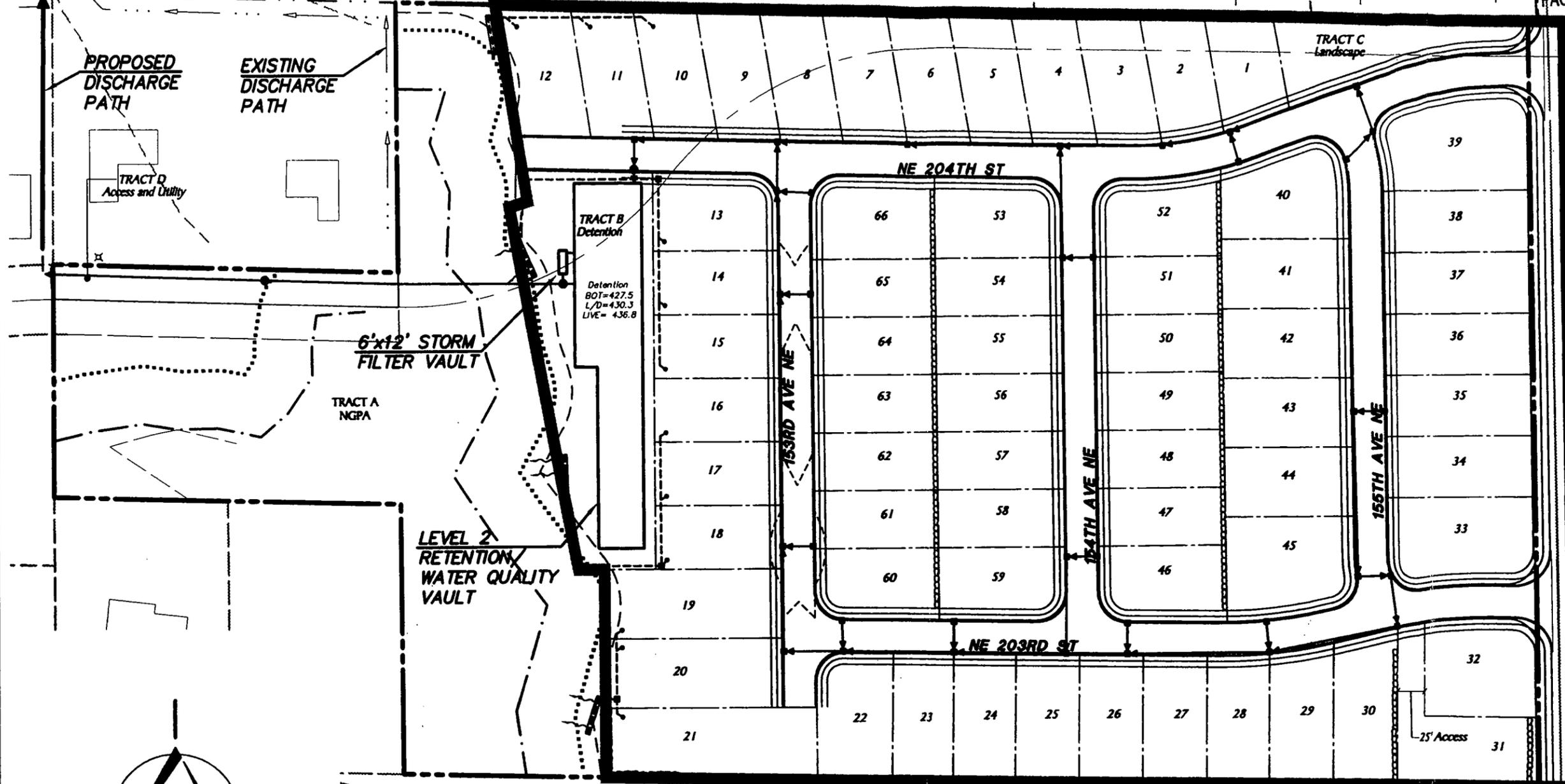


SCALE: 1" = 150'



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TRIAD ASSOCIATES
11814 118th Ave. NE
Kirkland, WA 98034-8923
425.821.8448
425.821.3481 fax
800.488.0786 toll free
www.triadassoc.com



DEVELOPED CONDITIONS
EXHIBIT
MONTEVALLO
CITY OF WOODVILLE,
WASHINGTON

DATE: _____
BY: _____
PROJECT MANAGER
PROJECT ENGINEER
PROJECT SURVEYOR
PROJECT LANDSCAPE ARCHITECT
FIRST SUBMITTAL DATE:
SCALE: HORIZ.: 1"=100' VERT.: N/A

DEVELOPED BASIN
TOTAL AREA: 12.38 ACRES
IMPERVIOUS: 7.20 ACRES (58%)
PERVIOUS: 5.18 ACRES (TILL GRASS)



SCALE: 1" = 100'



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WELLINGTON HILLS GOLF COURSE

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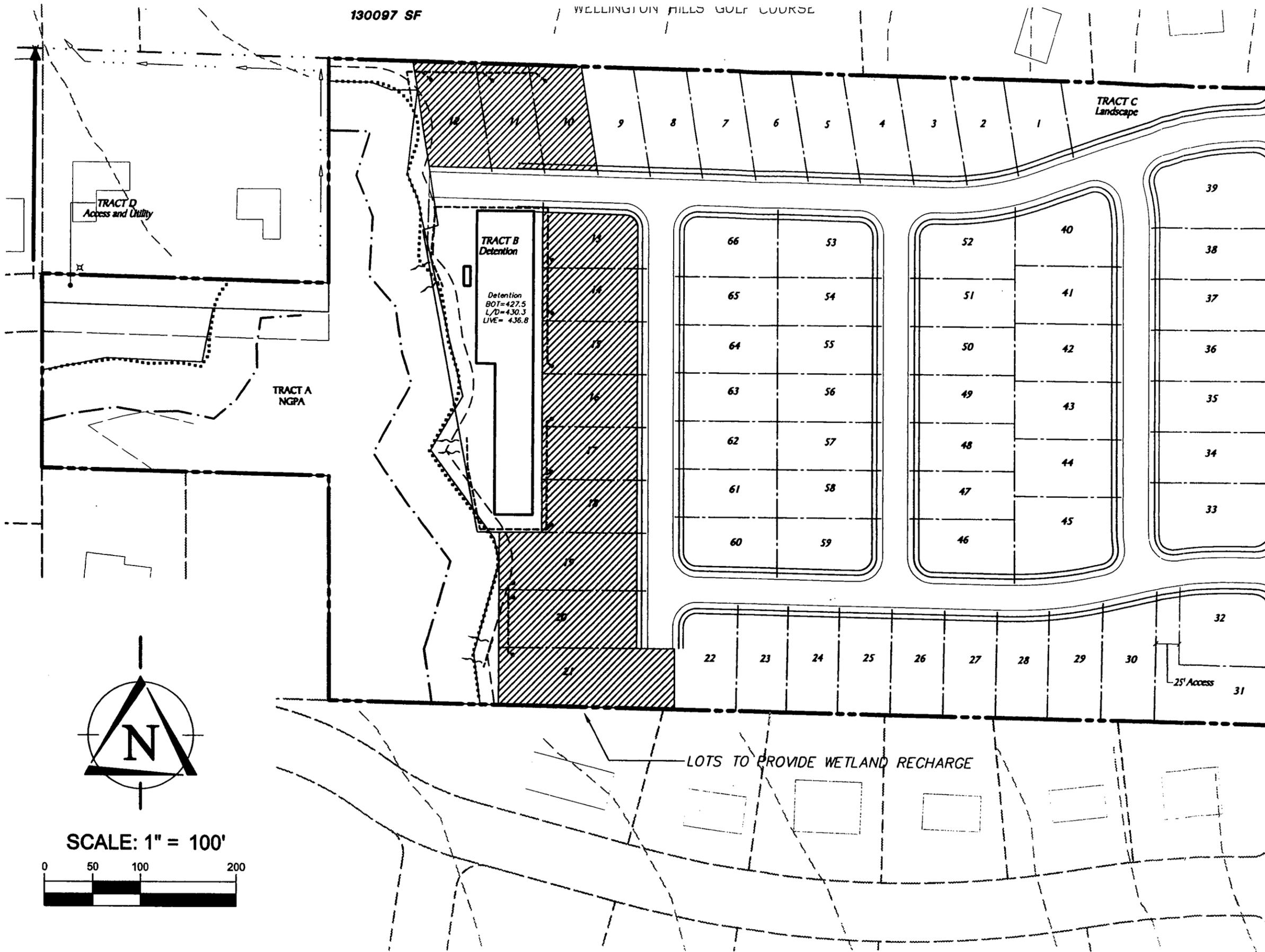
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425.821.8448
425.821.3481 fax
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WASHINGTON

MONTEVALLO

CITY OF WOODVILLE

WETLAND RECHARGE
EXHIBIT



156TH AVENUE NE
NE 203RD PLACE

DATE	
BY	
NO.	

PROJECT MANAGER
 PROJECT SURVEYOR
 PROJECT ENGINEER
 PROJECT LANDSCAPE ARCHITECT
 FIRST SUBMITTAL DATE:
 SCALE: HORIZ: 1"=100' VERT: N/A

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EXHIBIT *SD*
PAGE *55* OF *167*

7 OTHER PERMITS

None at this time. Drainage variance from requirements of natural discharge location will be requested from the City of Woodinville.

8 ESC ANALYSIS AND DESIGN

Temporary Erosion and Sediment Control measures will be included in final engineering.

9 BOND QUANTITIES, FACILITY SUMMARIES, AND DECLARATION OF COVENANT

9.1 *Bond Quantities*

A Site Improvement Bond Quantity Worksheet will be provided at the end of the engineering review process.

9.2 *Facility Summaries*

Vault details and detention facility summary worksheet will be provided with the next submittal.

9.3 *Declaration of Covenant*

Not applicable.

10 OPERATIONS AND MAINTENANCE

The storm system will be maintained by the City of Woodinville. Operations and Maintenance will be per King County Standards.

5 CONVEYANCE SYSTEM ANALYSIS AND DESIGN

The onsite conveyance system will be designed per the 1998 King County Surface Water Design Manual (KCSWDM). Backwater analysis will be provided in final engineering.

5.1 Offsite Capacity

It appears that a portion of the existing downstream system proposed for discharge connection will need to be upsized due to additional flow from the site to the system (refer to the Level 1 Report in Section 3 for natural site drainage path). The existing system is a 12" system with approximately 0.5% slopes. Using Manning's equation, the capacity of a 12" pipe ($n = 0.012$) is 2.94 cfs at 0.5% slope. Since the 25-year developed peak flow from the site already exceeds the pipe capacity at 3.03 cfs (not including tributary flows to the pipe system from the existing upstream basin), it is most likely that the system will have to be upsized. Proposed sizes of downstream system along with upstream basin analysis will be provided with the next submittal.

6 SPECIAL REPORTS AND STUDIES

Please refer to the attached Geotechnical Engineering Study prepared by Earth Consultants Inc., dated September 22, 2004.

GEOTECHNICAL ENGINEERING STUDY
MONTEVALLO RESIDENTIAL DEVELOPMENT
156TH AVENUE NORTHEAST AND
NORTHEAST 205TH STREET
WOODINVILLE, WASHINGTON

E-11363

EXHIBIT

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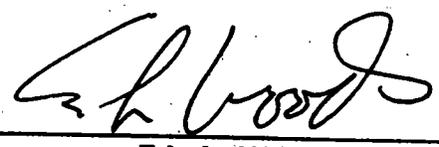
17 OF 17

**GEOTECHNICAL ENGINEERING STUDY
MONTEVALLO RESIDENTIAL DEVELOPMENT
156TH AVENUE NORTHEAST AND
NORTHEAST 205TH STREET
WOODINVILLE, WASHINGTON**

E-11363

September 22, 2004

**PREPARED FOR
PHOENIX DEVELOPMENT INC.**



**Eric L. Woods
Staff Geologist**



EXPIRES 7/24/2006

**Raymond A. Coglas, P.E.
Manager of Geotechnical Services**

**Earth Consultants, Inc.
1805 - 136th Place Northeast, Suite 201
Bellevue, Washington 98005
(425) 643-3780
Toll Free 1-888-739-6670**

IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL ENGINEERING REPORT

EXHIBIT 52
PAGE 63 OF 100

More construction problems are caused by site subsurface conditions than any other factor. As troublesome as subsurface problems can be, their frequency and extent have been lessened considerably in recent years, due in large measure to programs and publications of ASFE/ The Association of Engineering Firms Practicing in the Geosciences.

The following suggestions and observations are offered to help you reduce the geotechnical-related delays, cost-overruns and other costly headaches that can occur during a construction project.

A GEOTECHNICAL ENGINEERING REPORT IS BASED ON A UNIQUE SET OF PROJECT-SPECIFIC FACTORS

A geotechnical engineering report is based on a subsurface exploration plan designed to incorporate a unique set of project-specific factors. These typically include: the general nature of the structure involved, its size and configuration; the location of the structure on the site and its orientation; physical concomitants such as access roads, parking lots, and underground utilities, and the level of additional risk which the client assumed by virtue of limitations imposed upon the exploratory program. To help avoid costly problems, consult the geotechnical engineer to determine how any factors which change subsequent to the date of the report may affect its recommendations.

Unless your consulting geotechnical engineer indicates otherwise, *your geotechnical engineering report should not be used:*

- When the nature of the proposed structure is changed, for example, if an office building will be erected instead of a parking garage, or if a refrigerated warehouse will be built instead of an unrefrigerated one;
- when the size or configuration of the proposed structure is altered;
- when the location or orientation of the proposed structure is modified;
- when there is a change of ownership, or
- for application to an adjacent site.

Geotechnical engineers cannot accept responsibility for problems which may develop if they are not consulted after factors considered in their report's development have changed.

MOST GEOTECHNICAL "FINDINGS" ARE PROFESSIONAL ESTIMATES

Site exploration identifies actual subsurface conditions only at those points where samples are taken, when they are taken. Data derived through sampling and subsequent laboratory testing are extrapolated by geo-

technical engineers who then render an opinion about overall subsurface conditions; their likely reaction to proposed construction activity, and appropriate foundation design. Even under optimal circumstances actual conditions may differ from those inferred to exist, because no geotechnical engineer, no matter how qualified, and no subsurface exploration program, no matter how comprehensive, can reveal what is hidden by earth, rock and time. The actual interface between materials may be far more gradual or abrupt than a report indicates. Actual conditions in areas not sampled may differ from predictions. *Nothing can be done to prevent the unanticipated, but steps can be taken to help minimize their impact.* For this reason, *most experienced owners retain their geotechnical consultants through the construction stage*, to identify variances, conduct additional tests which may be needed, and to recommend solutions to problems encountered on site.

SUBSURFACE CONDITIONS CAN CHANGE

Subsurface conditions may be modified by constantly-changing natural forces. Because a geotechnical engineering report is based on conditions which existed at the time of subsurface exploration, *construction decisions should not be based on a geotechnical engineering report whose adequacy may have been affected by time.* Speak with the geotechnical consultant to learn if additional tests are advisable before construction starts.

Construction operations at or adjacent to the site and natural events such as floods, earthquakes or groundwater fluctuations may also affect subsurface conditions and, thus, the continuing adequacy of a geotechnical report. The geotechnical engineer should be kept apprised of any such events, and should be consulted to determine if additional tests are necessary.

GEOTECHNICAL SERVICES ARE PERFORMED FOR SPECIFIC PURPOSES AND PERSONS

Geotechnical engineers' reports are prepared to meet the specific needs of specific individuals. A report prepared for a consulting civil engineer may not be adequate for a construction contractor, or even some other consulting civil engineer. Unless indicated otherwise, this report was prepared expressly for the client involved and expressly for purposes indicated by the client. Use by any other persons for any purpose, or by the client for a different purpose, may result in problems. *No individual other than the client should apply this report for its intended purpose without first conferring with the geotechnical engineer. No person should apply this report for any purpose other than that originally contemplated without first conferring with the geotechnical engineer.*

A GEOTECHNICAL ENGINEERING REPORT IS SUBJECT TO MISINTERPRETATION

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a geotechnical engineering report. To help avoid these problems, the geotechnical engineer should be retained to work with other appropriate design professionals to explain relevant geotechnical findings and to review the adequacy of their plans and specifications relative to geotechnical issues.

BORING LOGS SHOULD NOT BE SEPARATED FROM THE ENGINEERING REPORT

Final boring logs are developed by geotechnical engineers based upon their interpretation of field logs (assembled by site personnel) and laboratory evaluation of field samples. Only final boring logs customarily are included in geotechnical engineering reports. *These logs should not under any circumstances be redrawn* for inclusion in architectural or other design drawings, because drafters may commit errors or omissions in the transfer process. Although photographic reproduction eliminates this problem, it does nothing to minimize the possibility of contractors misinterpreting the logs during bid preparation. When this occurs, delays, disputes and unanticipated costs are the all-too-frequent result.

To minimize the likelihood of boring log misinterpretation, *give contractors ready access to the complete geotechnical engineering report prepared or authorized for their use.* Those who do not provide such access may proceed un-

der the *mistaken* impression that simply disclaiming responsibility for the accuracy of subsurface information always insulates them from attendant liability. Providing the best available information to contractors helps prevent costly construction problems and the adversarial attitudes which aggravate them to disproportionate scale.

READ RESPONSIBILITY CLAUSES CLOSELY

Because geotechnical engineering is based extensively on judgment and opinion, it is far less exact than other design disciplines. This situation has resulted in wholly unwarranted claims being lodged against geotechnical consultants. To help prevent this problem, geotechnical engineers have developed model clauses for use in written transmittals. These are *not* exculpatory clauses designed to foist geotechnical engineers' liabilities onto someone else. Rather, they are definitive clauses which identify where geotechnical engineers' responsibilities begin and end. Their use helps all parties involved recognize their individual responsibilities and take appropriate action. Some of these definitive clauses are likely to appear in your geotechnical engineering report, and you are encouraged to read them closely. Your geotechnical engineer will be pleased to give full and frank answers to your questions.

OTHER STEPS YOU CAN TAKE TO REDUCE RISK

Your consulting geotechnical engineer will be pleased to discuss other techniques which can be employed to mitigate risk. In addition, ASFE has developed a variety of materials which may be beneficial. Contact ASFE for a complimentary copy of its publications directory.

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Earth Consultants, Inc.

Geotechnical Engineers, Geologists & Environmental Scientists
Construction Testing & ICBO / W.A.B.O Inspection Services

EXHIBIT 52
PAGE 5 OF 10

Established 1975

September 22, 2004

E-11363

Phoenix Development, Inc.
P.O. Box 3167
Lynnwood, Washington 98046

Attention: Ms. Loree Quade

Dear Ms. Quade:

Earth Consultants, Inc. (ECI) is pleased to submit our report titled "Geotechnical Engineering Study, Montevallo Residential Development, 156th Avenue Northeast and Northeast 205th Street, Woodinville, Washington". This report presents the results of our field exploration, selective laboratory tests, and engineering analyses. The purpose and scope of our study were outlined in our August 17, 2004 proposal.

We understand it is planned to develop the approximately 16.5-acre irregularly shaped site with a single-family residence development consisting of seventy (70) lots. We anticipate the building construction will consist of relatively lightly loaded wood-frame construction with crawl space and slab-on-grade floors. The proposed site improvements are to include two east-west trending access streets from 156th Avenue Northeast, with several interconnecting access streets on-site. A stormwater detention vault is planned for the northwest corner of the site. The site is currently occupied by five single-family residences and several outbuildings, which are to be removed to make way for the proposed development.

Based on the results of our study, development of the site is feasible from a geotechnical standpoint. The proposed buildings can be supported on conventional foundations bearing on competent native soil or on structural fill used to modify existing site grades. Slab-on-grade floors may be similarly supported.

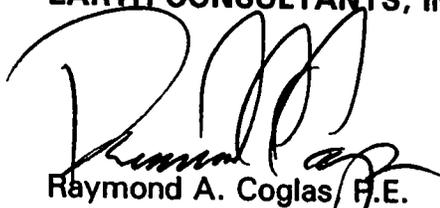
Phoenix Development, Inc.
September 22, 2004

E-11363
Page 2

We appreciate this opportunity to be of service to you. If you have any questions or if we can be of further assistance, please call.

Sincerely,

EARTH CONSULTANTS, INC.



Raymond A. Coglas, F.E.
Manager of Geotechnical Services

ELW/RAC/ddw

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**GEOTECHNICAL ENGINEERING STUDY
MONTEVALLO RESIDENTIAL DEVELOPMENT
156TH AVENUE NORTHEAST AND
NORTHEAST 205TH STREET
WOODINVILLE, WASHINGTON**

E-11363

INTRODUCTION

General

This report presents the results of the geotechnical engineering study completed by Earth Consultants, Inc. (ECI) for the proposed Montevallo Residential Development located at the intersection of 156th Avenue Northeast and Northeast 205th Street in Woodinville, Washington. The general location of the site is shown on the Vicinity Map, Plate 1.

The purpose of this study was to explore the subsurface conditions at the site, and based on the conditions encountered, to develop geotechnical engineering recommendations for the proposed residential development. Specifically, our scope of services consisted of the following:

- Assessing subsurface soil and groundwater conditions and their influence on the proposed development;
- Providing site preparation, grading, and earthwork procedures, including stripping depth recommendations and details of structural fill placement and compaction;
- Assessing the suitability of existing on-site materials for use as structural fill and providing recommendations for imported fill materials;
- Providing recommendations for utility trench excavation and backfill;
- Providing geotechnical seismic design recommendations, including an evaluation of potential liquefaction hazard;
- Addressing short-term and long-term groundwater management and erosion control measures;
- Providing foundation design recommendations, including bearing capacity and lateral pressures for walls and structures;

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- Providing estimates of potential total and differential settlement magnitudes; and
- Providing pavement design recommendations.

Project Description

We understand it is planned to develop the approximately 16.5-acre irregularly shaped property with a new single-family residence development. Based on preliminary design information provided by Triad Associates, the development will consist of seventy (70) lots. The site is to be accessed by two east-west trending streets from 156th Avenue Northeast, near the northeast and southeast corners of the site. Several additional on-site access streets are also planned. A storm water detention vault is planned for the northwest corner of the site. A wetland area occupies the western edge of the site. A fifty (50) foot buffer from the wetland area is included in the proposed site plans. The proposed development and our exploratory locations are approximately as shown on Plate 2, Test Pit Location Plan.

Five existing single-family residences and several outbuildings currently occupy the site. The existing structures are to be removed to make way for the planned development.

Based on our current understanding of the proposed development, we anticipate cuts and fills to accomplish the site grading will be five feet or less. Cuts within the detention tract will likely be on the order of ten to fifteen (15) feet.

We anticipate the building construction will consist of relatively lightly loaded wood-frame construction with crawl space and slab-on-grade floors. We estimate perimeter foundation loading will be on the order of 2 kips to 4 kips per lineal foot, and slab-on-grade loading of approximately 150 pounds per square foot (psf).

If the above project criteria are incorrect or change, we should be consulted to review the recommendations contained in this report. In any case, ECI should be retained to perform a general review of the final design.

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SITE CONDITIONS

Surface

The subject site consists of an approximately 16.5-acre irregularly shaped property located at 156th Avenue Northeast and Northeast 205th Street in Woodinville, Washington (see Plate 1, Vicinity Map).

The site is bordered to the east by 156th Avenue Northeast, to the south by single-family residences, to the west by undeveloped wetland and single-family residences, and to the north by undeveloped forest and 244th Street Southeast, both located in neighboring Snohomish County. Four single-family residences with paved driveways from 156th Avenue Northeast occupy the east edge of the site. A gravel driveway extends from 156th Avenue Northeast along the northern site perimeter to a single-family residence in the northwest corner of the property.

The topography of the site slopes gently from east to west at gradients in the range of 5 to 10 percent. A wetland area occupies the western edge of the site. The site is vegetated primarily with grass, with a large portion of the western half of the site used for horse pasture. A stand of trees occupies part of the central portion of the site and portions of the northern perimeter. The wetland area is heavily forested.

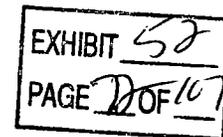
Subsurface

Subsurface conditions at the site were evaluated by excavating twelve (12) test pits at the approximate locations shown on Plate 2. The test pits were excavated with a rubber-tired backhoe to a maximum depth of thirteen and one-half (13.5) feet below existing grade. Our test pit logs are included as Plates A2 through A13. Please refer to the test pit logs for a detailed description of the conditions encountered at each exploration location. A description of the field exploration methods is included in Appendix A. The following is a generalized description of the subsurface conditions encountered.

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At our test pit locations, we encountered a two to twelve (12) inch thick layer of topsoil, with areas as thick as sixteen (16) inches. The topsoil is characterized by its dark brown color, loose consistency, and the presence of roots and organic debris. The soil and vegetative layer is not suitable for support of foundations, slab-on-grade floors, or pavements. In addition, it is not suitable for use as structural fill, nor should it be mixed with material to be used as structural fill.

Underlying the topsoil, we generally encountered a surficial layer of loose silty sand to silty sand with gravel (Unified Soil Classification SM). The surficial silty sand was characterized by its reddish brown to brown color and numerous roots, and typically ranged from two to three feet thick. Underlying the surficial silty sands, we encountered silty sand glacial till. The glacial till deposits were typically medium dense, becoming increasingly dense with depth. The glacial till deposits extended to the maximum depth explored at each test pit location.

The soils encountered at the time of our exploration in August of 2004, were generally in a moist to wet condition, with moisture contents typically in the range of 6 percent to 12 percent, with localized areas containing up to 24 percent moisture. The native soils are moisture sensitive, and will become disturbed if exposed to excessive moisture during construction.

At Test Pit TP-12, underlying the topsoil, we encountered a zone of fill consisting of silty sand. The fill was characterized by its disturbed appearance and trace amounts of wood debris. The fill was in a loose condition, and was approximately six inches thick.

The geologic map of the Bothell Quadrangle (Minard, 1985) indicates the site is underlain by till (Qvt) deposits. The native soils encountered at our test pit locations are generally consistent with glacial till deposits.

The King County Soil Survey (1973) indicates the site is underlain by Alderwood gravelly sandy loam, 6 to 15 percent slopes (AgC). Alderwood soils are characterized by slow to medium run-off potential, and moderate erosion hazard potential.

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Groundwater

Groundwater seepage was not encountered during our subsurface exploration. However, iron oxide staining was observed at all of our test pit locations. The iron oxide staining was generally encountered above the glacial till at two to three feet below existing grade, and may be indicative of seasonal perched groundwater. The iron oxide staining at Test Pit TP-9 was encountered from two and one-half to eight feet below existing grade and may be indicative of seasonal groundwater within permeable lenses in the till.

Based on conditions observed at our test pit locations, in our opinion, light to moderate groundwater seepage could be encountered if grading is conducted during the wet season. The contractor should be made aware that groundwater seepage levels are not static. There will likely be fluctuations in the level depending on the season, amount of rainfall, surface water runoff, and other factors. Generally, the water level is higher and seepage rates are greater in the wetter winter months (typically October through May). The contractor should be prepared to control groundwater if seepage is encountered in site excavations.

Laboratory Testing

Laboratory tests were conducted on representative soil samples to verify or modify the field soil classifications and to evaluate the general physical properties and engineering characteristics of the soil encountered. Visual field classifications were supplemented by grain size analyses on representative soil samples. Moisture content tests were performed on all samples. The results of laboratory tests performed on specific samples are provided either at the appropriate sample depth on the individual test pit logs or on a separate data sheet contained in Appendix B. It is important to note that these test results may not accurately represent the overall in-situ soil conditions. Our geotechnical engineering recommendations are based on our interpretation of these test results. ECI cannot be responsible for the interpretation of these data by others.

In accordance with our Standard Fee Schedule and General Conditions, the soil samples for this project will be discarded after a period of fifteen (15) days following completion of this report unless we are otherwise directed in writing.

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DISCUSSION AND RECOMMENDATIONS

General

Based on the results of our study, in our opinion, the site can be developed generally as planned, provided the geotechnical recommendations contained in this report are followed. Building support can be provided using conventional spread and continuous footing foundation systems bearing on competent native soil or on structural fill used to modify existing site grades. Slab-on-grade floors may be similarly supported.

At our test pit locations, soils suitable for support of foundations were observed at a depth of approximately two to three feet below the existing ground surface elevation. If loose soil is encountered at construction subgrade elevation, it should either be compacted in-place to the requirements of structural fill or it should be overexcavated and replaced with structural fill.

Cuts for the proposed detention vault in the northwest corner of the site will likely be on the order of ten to fifteen (15) feet. At Test Pit TP-4, we encountered dense to very dense soil conditions at a depth of four feet below existing grade. Based on our subsurface exploration, in our opinion, cuts necessary to reach foundation elevations for the proposed detention vault will be feasible.

This report has been prepared for specific application to this project only and in a manner consistent with that level of care and skill ordinarily exercised by other members of the profession currently practicing under similar conditions in this area for the exclusive use of Phoenix Development, Inc. and their representatives. No warranty, expressed or implied, is made. This report, in its entirety, should be included in the project contract documents for the information of the contractor.

Site Preparation and General Earthwork

Based on preliminary plans provided, the site work will include utility installation and minimal grading with cuts and fills of five feet or less. Cuts needed to reach foundation subgrade for the detention vault will likely be on the order of ten to fifteen (15) feet.

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The building and roadway areas should be stripped and cleared of surface vegetation, organic matter, and other deleterious material. Based on the thickness of the topsoil and vegetative cover encountered in our test pits, a stripping depth of approximately two to twelve inches for most of the site with localized areas as deep as sixteen (16) inches should be anticipated. The actual stripping depth should be based on field observation at the time of construction.

Stripped materials should not be mixed with materials to be used as structural fill. The stripped soil materials may be "wasted" on site in non-structural landscaping areas or they may be exported off site.

Following the stripping operation and excavations necessary to achieve construction subgrade elevations, an ECI representative should observe the ground surface where structural fill, foundations, or slabs are to be placed. Soil in loose or soft areas, if recompacted and still excessively yielding, should be overexcavated and replaced with structural fill to a depth that will provide a stable base beneath the general structural fill. The optional use of a geotextile fabric placed directly on the overexcavated surface may help to bridge unstable areas. ECI can provide recommendations for geotextiles, if necessary.

Structural fill is defined as compacted fill placed under buildings, roadways, slabs, pavements, or other load-bearing areas. Structural fill under floor slabs and footings should be placed in horizontal lifts not exceeding twelve (12) inches in loose thickness and compacted to a minimum of 90 percent of its laboratory maximum dry density determined in accordance with ASTM Test Designation D-1557 (Modified Proctor). The fill materials should be placed at or near their optimum moisture content.

During dry weather, granular soils that are compactable and non-organic can be used as structural fill. Based on the results of our laboratory tests, the on-site soils at the time of our exploration appear to be in a moist to wet condition. Laboratory testing indicates the site soils have between 40 and 45 percent fines passing the No. 200 sieve. Soil with fines in excess of around 5 percent will degrade if exposed to excessive moisture, and compaction and grading will be difficult if the soil moisture increases significantly above its optimum level. Aeration and moisture conditioning of the on-site soils may be necessary prior to use as structural fill.

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If the site soils are exposed to excessive moisture and cannot be adequately compacted, then it may be necessary to import a soil that can be compacted. During dry weather, non-organic, compactable granular soil with a maximum grain size of four inches can be used. Fill for use during wet weather should consist of a fairly well graded granular material having a maximum grain size of four inches and no more than 5 percent fines passing the No. 200 sieve based on the minus 3/4-inch fraction. A contingency in the earthwork budget should be included for the possibility of importing a material meeting this specification.

Foundations

Based on the results of our study, the proposed building structures can be supported on conventional spread and continuous footing foundation systems bearing on competent native soil or on structural fill used to modify existing site grades. In general, native soils suitable for support of foundations were observed at a depth of approximately two to three feet below existing grades.

Exterior foundation elements should be placed at a minimum depth of eighteen (18) inches below final exterior grade. Interior spread foundations can be placed at a minimum depth of twelve (12) inches below the top of slab, except in unheated areas, where interior foundation elements should be founded at a minimum depth of eighteen (18) inches. Continuous and individual spread footings should have minimum widths of sixteen (16) and eighteen (18) inches, respectively.

With foundation support obtained as described, for design, an allowable soil bearing capacity of two thousand five hundred (2,500) psf should be used for competent native soils, native soil compacted to the requirements of structural fill, or for newly placed structural fill used to modify site grades. Loading of this magnitude would be provided with a theoretical factor-of-safety in excess of 3.0 against shear failure. For short-term dynamic loading conditions, a one-third increase in the above allowable bearing capacity can be used.

With structural loading as expected, total settlement of less than one inch is anticipated with differential movement of less than one-half inch. Most of the anticipated settlement should occur during construction as dead loads are applied.

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Horizontal loads can be resisted by friction between the base of the foundation and the supporting soil and by passive soil pressure acting on the face of the buried portion of the foundation. For the latter, the foundation must be poured "neat" against the competent native soils or backfilled with structural fill. For frictional capacity, a coefficient of 0.35 should be used. For passive earth pressure, the available resistance should be computed using an equivalent fluid pressure of three hundred fifty (350) pounds per cubic foot (pcf). These lateral resistance values are allowable values; a factor-of-safety of 1.5 has been included. As movement of the foundation element is required to mobilize full passive resistance, the passive resistance should be neglected if such movement is not acceptable.

Footing excavations should be observed by a representative of ECI, prior to placing forms or rebar, to verify that conditions are as anticipated in this report.

Detention Vault

Preliminary plans indicate a detention vault is planned for the northwest corner of the site. We anticipate cuts on the order of ten to fifteen (15) feet may be needed to reach foundation subgrade. At Test Pit TP-4, located in the northern portion of the proposed vault, we encountered four feet of loose to medium dense granular soils, underlain by dense to very dense glacial till. Cuts within the loose to medium dense soils underlying the vault area should be sloped at an inclination of 1.5H:1V (Horizontal:Vertical). Cuts within the dense to very dense glacial till can be sloped at an inclination of 0.75H:1V. Due to the very dense condition of the glacial till soils, we do not anticipate seepage encountered within the excavation will adversely impact the excavation stability.

With regard to foundation support for the proposed vault, for design, an allowable soil bearing capacity of six thousand (6,000) psf should be used for the competent native soils anticipated to be encountered along the vault bottom.

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The walls of the detention vault should be designed to resist the lateral loads imposed by the retained soils. Walls that are designed to yield can be designed to resist the lateral earth pressures imposed by an equivalent fluid with a unit weight of thirty-five (35) pcf. If walls are to be restrained at the top from free movement, the equivalent fluid weight should be increased to fifty (50) pcf. These values are based on horizontal backfill and that surcharges due to backfill slopes, hydrostatic pressures, traffic, structural loads or other surcharge loads will not act on the wall. If such surcharges are to apply, they should be added to the above design lateral pressure. The passive pressure and friction coefficient previously provided in the *Foundations* section of this study are applicable to the detention vault wall design.

To reduce the potential for hydrostatic forces building up behind the vault walls, the use of free-draining backfill or a sheet drain combined with a perforated drain pipe can be considered. The free-draining backfill should consist of pea gravel or washed rock with a fines content of less than 5 percent, based on the minus 3/4-inch fraction. The free-draining material should extend at least eighteen (18) inches behind the wall. A rigid, four-inch diameter, schedule 40, perforated PVC or SDR 35 drainpipe should be placed at the base of the wall, and should be surrounded by a minimum of one cubic foot per lineal foot with 3/8-inch pea gravel. The pipe should be placed with the perforations in the down position. The remainder of the backfill should consist of structural fill. Where drainage behind the walls cannot be achieved, the walls should be designed for hydrostatic pressures.

Slab-on-Grade Floors

Slab-on-grade floors should be supported on competent native soil, native soil compacted in-place to the requirements of structural fill, or on structural fill used to modify site grades. Subgrade soils that are loose or disturbed during construction should either be compacted in-place to the requirements of structural fill or overexcavated and replaced with structural fill.

Slabs should be provided with a capillary break consisting of a minimum four inches of free-draining sand or gravel. In areas where slab moisture is undesirable, a vapor barrier such as a 6-mil plastic membrane should be placed beneath the slab. Two inches of damp sand may be placed over the membrane for protection during construction and to aid in curing of the concrete.

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Seismic Design Considerations

The Puget Lowland is classified as a Seismic Zone 3 in the 1997 Uniform Building Code (UBC). Earthquakes occur in the Puget Lowland with regularity, however, the majority of these events are of such low magnitude they are not felt without instruments. Large earthquakes do occur, as indicated by the 1949, 7.2 magnitude earthquake in the Olympia area, the 1965, 6.5 magnitude earthquake in the Midway area, and the 2001, 6.8 magnitude Nisqually earthquake.

There are three potential geologic hazards associated with a strong motion seismic event at this site: ground rupture, liquefaction, and ground motion response.

Ground Rupture

The strongest earthquakes in the Puget Lowland are widespread, subcrustal events, ranging in depth from thirty (30) to fifty-five (55) miles. Surface faulting from these deep events has not been documented to date. Therefore, it is our opinion, that the risk of ground rupture at this site during a strong motion seismic event is negligible.

Liquefaction

Liquefaction is a phenomenon in which soils lose all shear strength for short periods of time during an earthquake. Groundshaking of sufficient duration results in the loss of grain-to-grain contact and rapid increase in pore water pressure, causing the soil to behave as a fluid. To have a potential for liquefaction, a soil must be cohesionless with a grain size distribution of a specified range (generally sand and silt); it must be loose; it must be below the groundwater table; and it must be subject to sufficient magnitude and duration of groundshaking. The effects of liquefaction may be large total and/or differential settlement for structures founded in the liquefying soils.

In our opinion, the potential for liquefaction-induced settlement of the soils encountered at this site should be negligible. This conclusion is based on the absence of a shallow groundwater table in the immediate vicinity of the proposed development and the generally increasing soil density with depth.

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Ground Motion Response

The 1997 UBC seismic design section provides a series of soil types that are used as a basis for seismic design of structures. Based on the encountered soil conditions, it is our opinion that soil type Sc, from Table 16-J should be used for design. For International Building Code (IBC) based design, Site Class C from Table 1615.1.1 from the 2003 IBC should be used.

Excavations and Slopes

The following information is provided solely as a service to our client. Under no circumstances should this information be interpreted to mean that ECI is assuming responsibility for construction site safety or the contractor's activities, such responsibility is not being implied and should not be inferred.

In no case should excavation slopes be greater than the limits specified in local, state (WISHA), and Federal (OSHA) safety regulations. Based on the information obtained from the subsurface exploration, the loose to medium dense soils encountered in the upper portion of the test pit locations would be classified as Type C by OSHA/WISHA. Temporary cuts greater than four feet in height in Type C soils should be sloped at an inclination of 1.5H:1V. The underlying dense to very dense glacial till encountered at our test pit locations would be classified as Type A by OSHA/WISHA. Temporary cuts greater than four feet in height in Type A soils should be sloped at an inclination of 0.75H:1V. Where groundwater seepage is encountered the saturated soils should be treated as a Type C soil and should be cut no steeper than 1.5H:1V.

If slopes of this inclination, or flatter, cannot be constructed, temporary shoring may be necessary. Shoring will help protect against slope or excavation collapse, and will provide protection to workers in the excavation. If temporary shoring is required, we will be available to provide shoring design criteria.

Permanent cut and fill slopes should be inclined no steeper than 2H:1V. Cut slopes should be observed by ECI during excavation to verify that conditions are as anticipated. Supplementary recommendations can then be developed, if needed, to improve stability, including flattening of slopes or installation of surface or subsurface drains.

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Permanently exposed slopes should be seeded with an appropriate species of vegetation to reduce erosion and to improve stability of the surficial layer of soil.

Site Drainage

Iron oxide staining was encountered at all of our test pit locations. The iron oxide staining is likely indicative of either seasonal perched groundwater or seasonal groundwater within permeable lenses in the glacial till.

If seepage is encountered during construction, the bottom of the excavation should be sloped to one or more shallow sump pits. The collected water can then be pumped from these pits to a positive and permanent discharge. Depending on the magnitude of such seepage, it may also be necessary to interconnect the sump pits by a system of connector trenches.

The appropriate locations of subsurface drains, if needed, should be established during grading operations by ECI's representative at which time the seepage areas, if present, may be more clearly defined.

During construction, the site must be graded such that surface water is directed away from construction areas. Water must not be allowed to stand in areas where foundations, slabs, or pavements are to be constructed. Loose surfaces should be sealed by compacting the surface to reduce the potential for moisture infiltration into the soils. Final site grades must allow for drainage away from the future retail buildings. The ground should be sloped at a gradient of 3 percent for a distance of at least ten feet away from the structures.

Footing drains should be installed around the perimeter of the buildings just below the invert of the footing, with a gradient sufficient to initiate flow. A typical detail is provided on Plate 3. Under no circumstances should roof downspout drain lines be connected to the footing drain system. Roof downspouts must be separately tightlined to discharge. Cleanouts should be installed at strategic locations to allow for periodic maintenance of the footing drain and downspout tightline systems.

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Utility Support and Backfill

The site soils should generally provide adequate support for utilities. Where loose soils or unstable conditions are encountered, remedial measures such as overexcavating soft soils or compacting subgrade soils exposed in the trench bottom may be required.

Utility trench backfill is a primary concern in reducing the potential for settlement along utility alignments, particularly in pavement areas. It is important that each section of utility line is adequately supported in the bedding material. The material should be hand tamped to provide support around the pipe haunches. Fill should be carefully placed and hand tamped to about 12 inches above the crown of the pipe before heavy compaction equipment is brought into use. The remainder of the trench backfill should be placed in lifts having a loose thickness of less than twelve (12) inches. Trench backfill should be compacted to the requirements of structural fill. A typical utility trench fill detail is provided on Plate 4. The City of Woodinville Development Standards for trench backfill may supersede the compaction recommendations in this report.

Existing utility pipes to be abandoned should be plugged or removed so that they do not provide a conduit for water and cause soil saturation and stability problems.

Pavement Areas

The adequacy of site pavements is related in part to the condition of the underlying subgrade. To provide a properly prepared subgrade for pavements, the subgrade should be in a firm and unyielding condition when subjected to proofrolling with a loaded dump truck. Structural fill in pavement areas should be prepared as described in the *Site Preparation and General Earthwork* section of this report. This means the pavement subgrade should be compacted to at least 95 percent of the maximum dry density. It is possible that some localized areas of soft, wet or unstable subgrade may exist after the pavement subgrade is prepared. Overexcavation and a greater thickness of structural fill or crushed rock may be needed to stabilize these localized areas.

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Assuming a properly prepared subgrade that is in a firm and unyielding condition when subjected to proofrolling, the following pavement section for lightly loaded areas can be considered:

- Two inches of asphalt concrete (AC) over four inches of crushed rock base (CRB) material, or
- Two inches of AC over three inches of asphalt treated base (ATB) material.

Heavier truck-traffic areas will require thicker pavement sections depending upon site usage, pavement life, and site traffic. As a general rule, the following sections can be considered for truck-trafficked areas:

- Three inches of AC over six inches of CRB, or
- Three inches of AC over four and one-half inches of ATB.

These pavement thicknesses may be modified based on anticipated traffic loads and frequency.

AC, ATB, and CRB materials should conform to WSDOT specifications. All rock bases should be compacted to at least 95 percent of the maximum dry density.

The above pavement recommendations are preliminary, and may need to be modified based on anticipated traffic loading, subgrade conditions, or other factors that could affect the performance of the pavement.

LIMITATIONS

Our recommendations and conclusions are based on the observed site materials, selective laboratory testing, engineering analyses, the design information provided us, and our experience and engineering judgment. The conclusions and recommendations are professional opinions derived in a manner consistent with that level of care and skill ordinarily exercised by other members of the profession currently practicing under similar conditions in this area. No warranty is expressed or implied.

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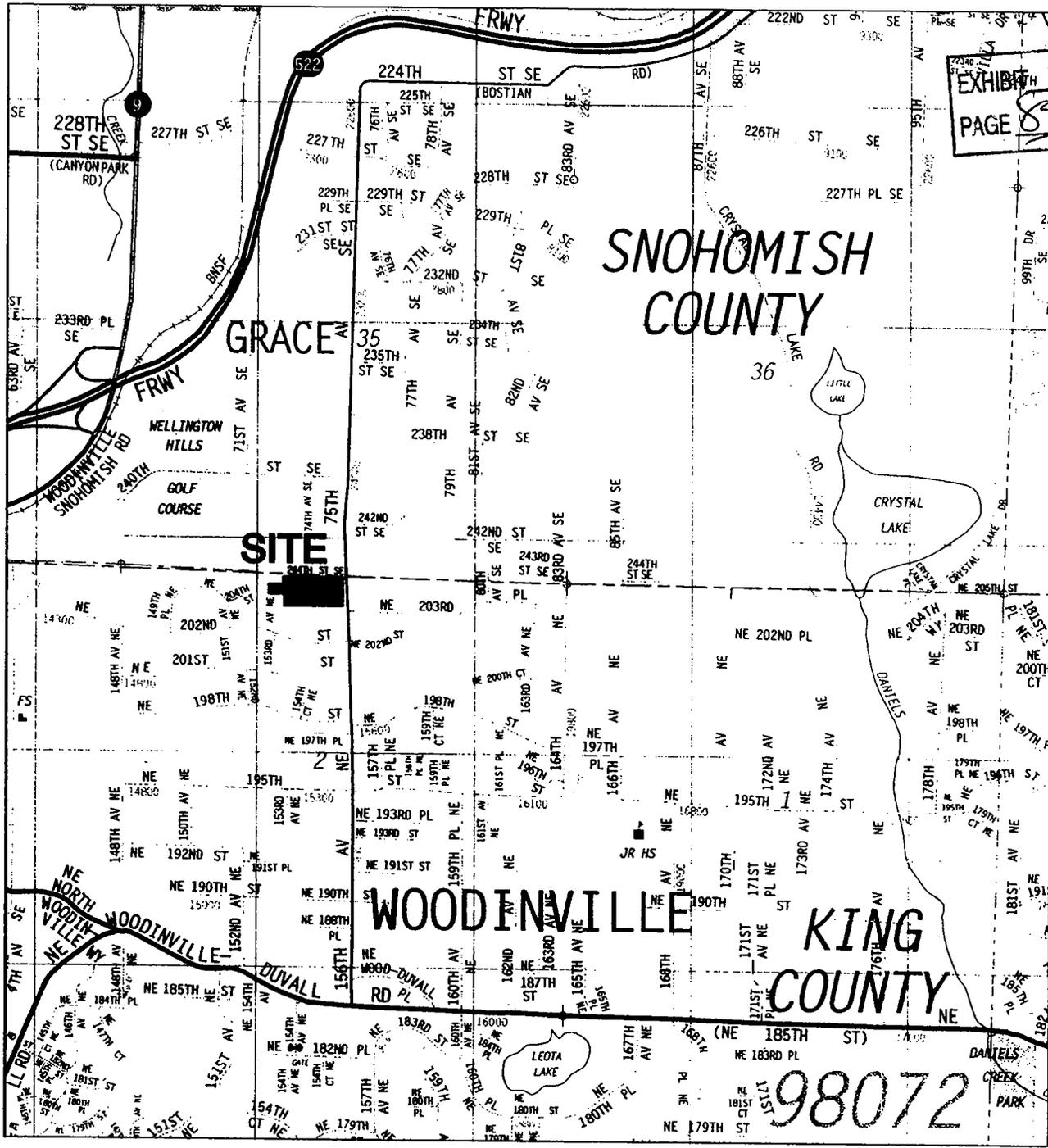
The recommendations submitted in this report are based on the data obtained from the test pits. Soil and groundwater conditions between test pits may vary from those encountered. The nature and extent of variations between our exploratory locations may not become evident until construction. If variations do appear, ECI should be requested to reevaluate the recommendations of this report and to modify or verify them in writing prior to proceeding with the construction.

Additional Services

As the geotechnical engineer of record, ECI should be retained to perform a general review of the final design and specifications to verify the earthwork and foundation recommendations have been properly interpreted and implemented in the design and in the construction specifications.

ECI should also be retained to provide geotechnical engineering services during construction. This is to observe compliance with the design concepts, specifications or recommendations and to facilitate design changes in the event subsurface conditions differ from those anticipated prior to the start of construction.

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Reference:
King County
Map 477
By Thomas Brothers Maps
Dated 2005



Earth Consultants, Inc.
Geotechnical Engineering, Geology, Environmental Sciences
Construction Testing & ICBO / WABO Inspection Services

Vicinity Map
Montevallo
Woodinville, Washington

Drwn. GLS	Date Sept. 2004	Proj. No. 11363
Checked ELW	Date 9/22/04	Plate 1

NOTE: This plate may contain areas of color.
ECI cannot be responsible for any subsequent
misinterpretation of the information resulting
from black & white Reproductions of this plate.

Phoenix Development, Inc.

P.O. Box 3167
Lynnwood, WA 98046

Phone (425) 775-8663, ext. 106
Fax (425) 778-0822

Floor plans, prices, and maps for homes, condos, and apartments available at www.sundquisthomes.com

TO: George Newman
Triad Associates
11814 115th Ave. NE
Kirkland, WA. 98034

FROM: Loree Quade

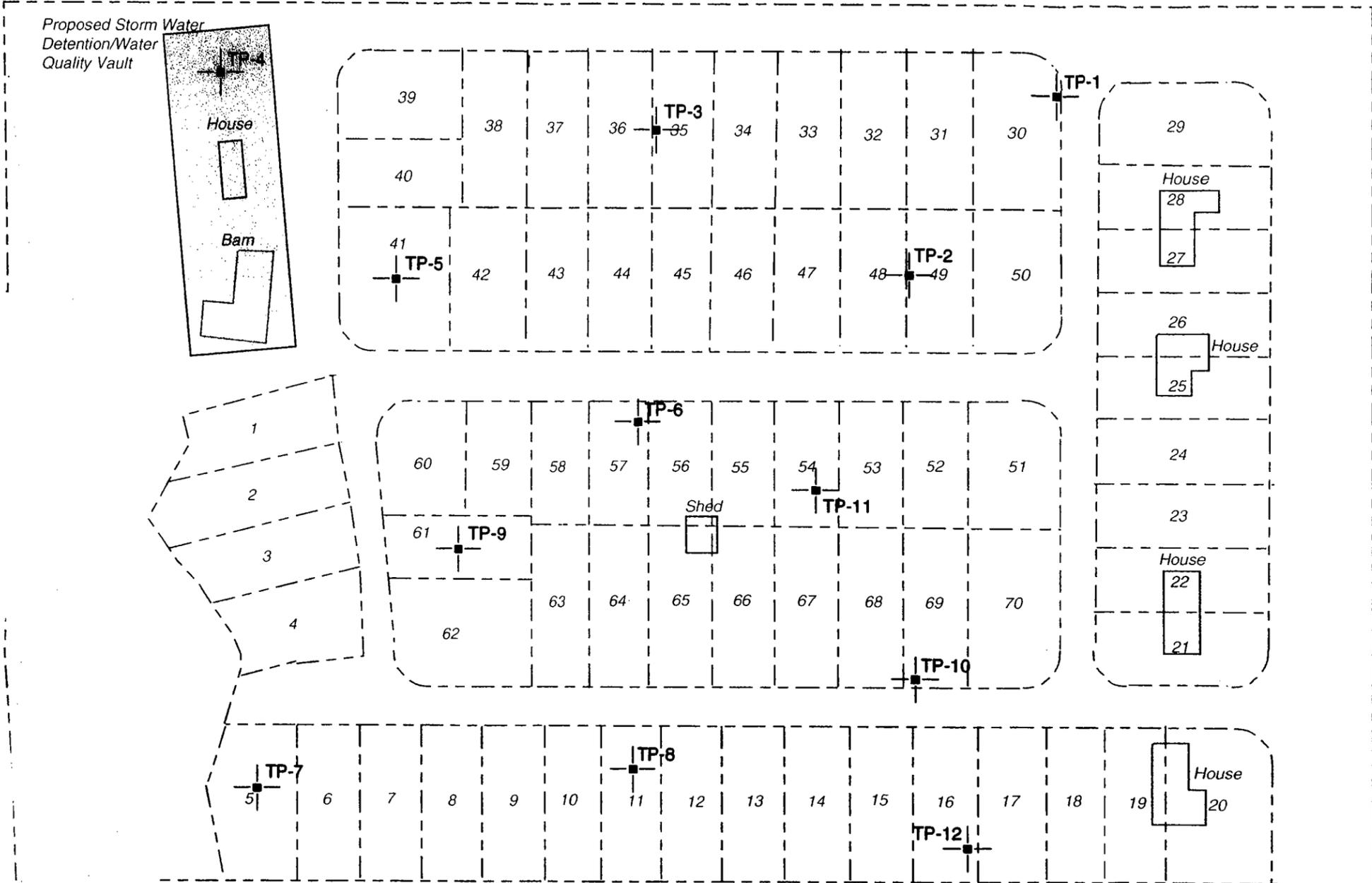
DATE: October 8, 2004

SUBJECT: Montevallo

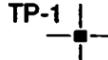
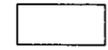
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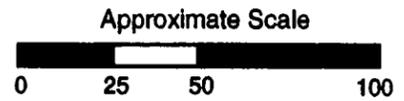
Enclosed for your use please find a copy of the geotech report prepared by Earth Consultants.

156th Avenue Northeast



LEGEND

- 
 Approximate Location of ECI Test Pit, Proj. No. E-11363, Sep. 2004
- 
 Subject Site
- 6 Proposed Lot Number
- 
 Existing Buildings
- 
 Limits of Wetland area (Delineated by Others)



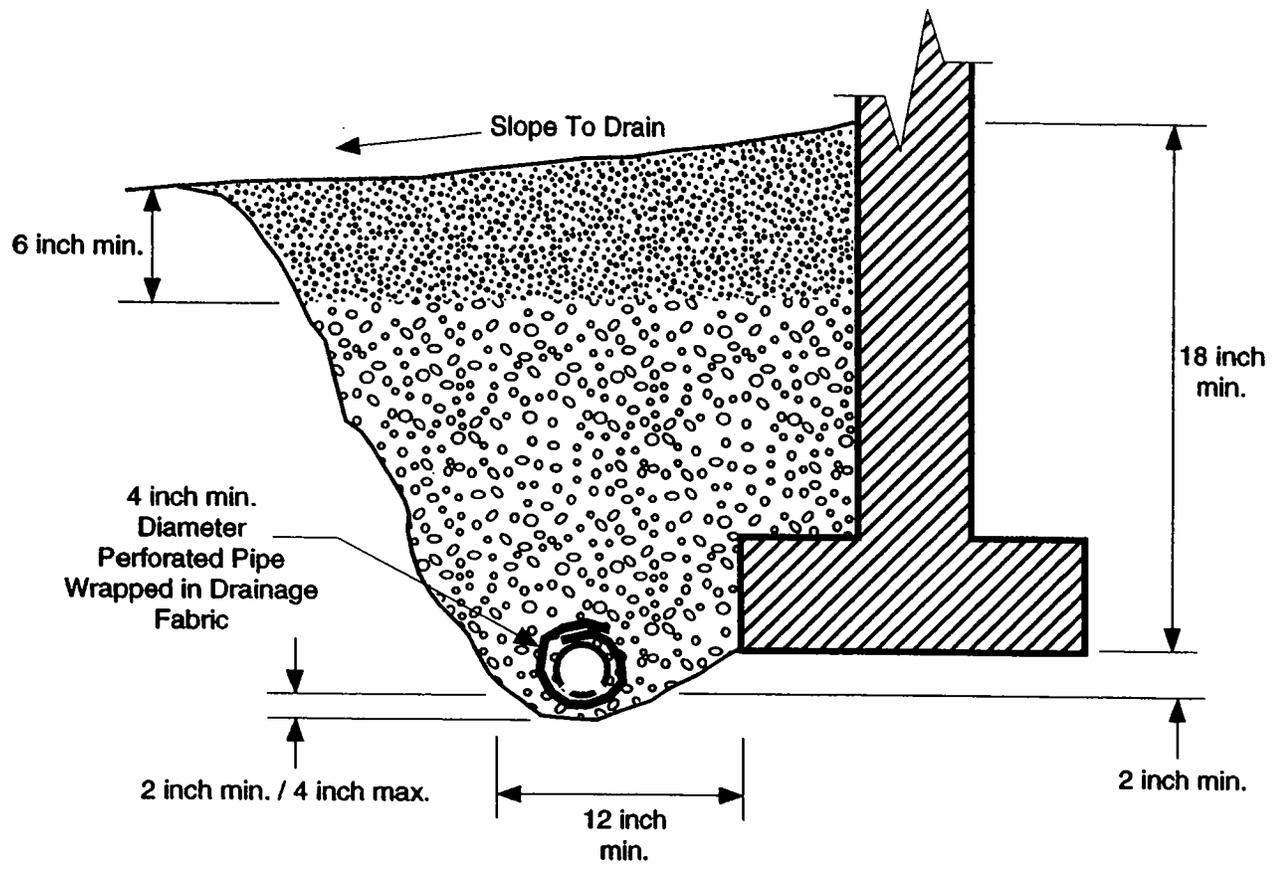


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 Construction Testing & ICBO / WABO Inspection Services

Test Pit Location Plan
 Montevallo
 Woodinville, Washington

NOTE: This plate may contain areas of color. ECI cannot be responsible for any subsequent misinterpretation of the information resulting from black & white reproductions of this plate.

Drwn. GAP	Date Sep. 2004	Proj. No. 11363
Checked ELW	Date 9/22/04	Plate 2



LEGEND

-  Surface seal; native soil or other low permeability material.
-  1" Drain Rock
-  Drain pipe; perforated or slotted rigid PVC pipe laid with perforations or slots facing down; tight jointed; with a positive gradient. Do not use flexible corrugated plastic pipe. Do not tie building downspout drains into footing lines. Wrap with Mirafi 140 Filter Fabric or equivalent.

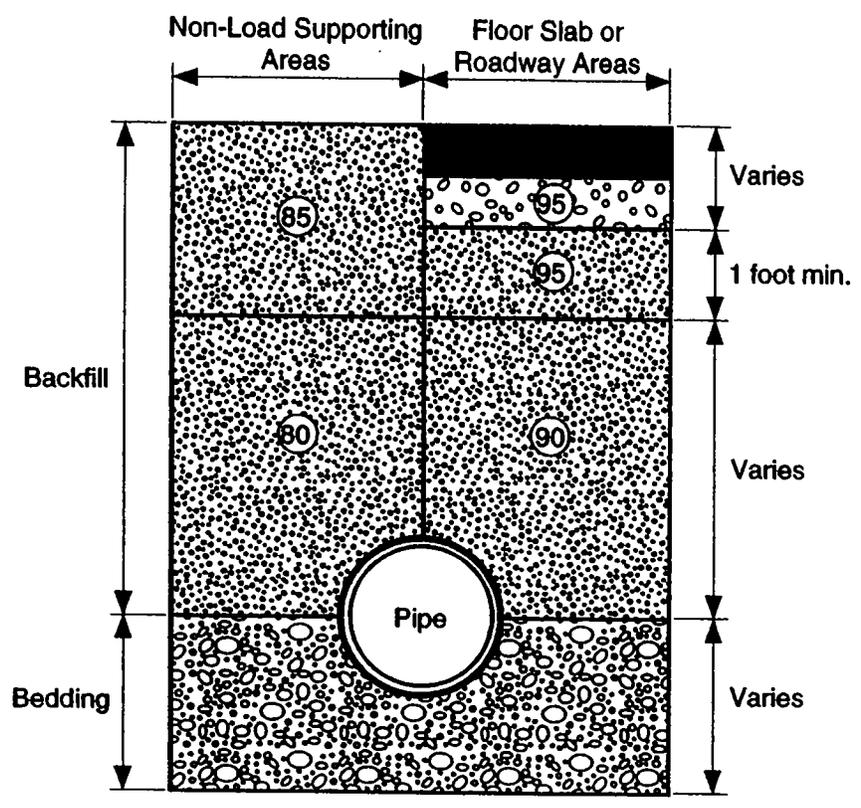
**SCHEMATIC ONLY - NOT TO SCALE
NOT A CONSTRUCTION DRAWING**



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TYPICAL FOOTING SUBDRAIN DETAIL
Montevallo
Woodinville, Washington

Drwn. GAP	Date Sep. 2004	Proj. No. 11363
Checked ELW	Date 9/22/04	Plate 3



LEGEND

-  Asphalt or Concrete Pavement or Concrete Floor Slab
-  Base Rock or Capillary Break, as Appropriate
-  Backfill; Compacted On-Site Soil or Suitable Imported Fill Material
- Minimum Percentage of Maximum Laboratory Dry Density as determined by ASTM Test Method D 1557-91 (Modified Proctor), unless otherwise specified in the attached report text.
- ⑨① Backfill; Compacted On-Site Soil or Suitable Imported Fill Material
- ⑨② Bedding Material; material type depends on type of pipe and laying conditions. Bedding should conform to the manufacturers recommendations for the type of pipe selected.

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TYPICAL UTILITY TRENCH FILL
 Montevallo
 woodinville, Washington

Drwn. GAP	Date Sep. 2004	Proj. No. 11363
Checked ELW	Date 9/22/04	Plate 4

APPENDIX A

FIELD EXPLORATION

E-11363

Earth Consultants, Inc. (ECI) performed test pit exploration on August 26, 2004. The subsurface conditions at the site were explored by excavating twelve (12) test pits to a maximum depth of thirteen and one-half (13.5) feet below existing grade. The test pits were excavated by Northwest Excavating, subcontracted to ECI, using a rubber-tired backhoe.

The approximate test pit locations were determined by pacing from site features depicted on a site plan provided by Triad Associates. The elevations were estimated from the topographic lines depicted on the site plan. The locations and elevations of the test pits should be considered accurate only to the degree implied by the method used. Exploration was limited in many areas due to existing residences and outbuildings, septic drain fields, fences, gardens, and landscaping. The approximate locations are shown on the Test Pit Location Plan, Plate 2.

The field exploration was continuously monitored by a geologist from our firm, who classified the soils encountered, maintained a log of each test pit, obtained representative samples and observed pertinent site features. All samples were visually classified in accordance with the Unified Soil Classification System that is presented on Plate A1, Legend. Logs of the test pits are presented on Plates A2 through A13. The final logs represent our interpretations of the field logs and the results of the laboratory tests on field samples. The stratification lines on the logs represent the approximate boundaries between soil types. In actuality, the transitions may be more gradual. Representative soil samples were collected and returned to our laboratory for further examination and testing.

MAJOR DIVISIONS			GRAPH SYMBOL	LETTER SYMBOL	TYPICAL DESCRIPTION	
Coarse Grained Soils	Gravel And Gravelly Soils	Clean Gravels (little or no fines)		GW	Well-Graded Gravels, Gravel-Sand Mixtures, Little Or No Fines	
				GP	Poorly-Graded Gravels, Gravel-Sand Mixtures, Little Or No Fines	
		More Than 50% Coarse Fraction Retained On No. 4 Sieve	Gravels With Fines (appreciable amount of fines)		GM	Silty Gravels, Gravel-Sand-Silt Mixtures
				GC	Clayey Gravels, Gravel-Sand-Clay Mixtures	
	Sand And Sandy Soils		Clean Sand (little or no fines)		SW	Well-Graded Sands, Gravelly Sands, Little Or No Fines
				SP	Poorly-Graded Sands, Gravelly Sands, Little Or No Fines	
More Than 50% Material Larger Than No. 200 Sieve Size		Sands With Fines (appreciable amount of fines)		SM	Silty Sands, Sand-Silt Mixtures	
			SC	Clayey Sands, Sand-Clay Mixtures		
Fine Grained Soils	Silt And Clays	Liquid Limit Less Than 50		ML	Inorganic Silts & Very Fine Sands, Rock Flour, Silty-Clayey Fine Sands; Clayey Silts w/ Slight Plasticity	
				CL	Inorganic Clays Of Low To Medium Plasticity, Gravelly Clays, Sandy Clays, Silty Clays, Lean	
				OL	Organic Silts And Organic Silty Clays Of Low Plasticity	
	More Than 50% Material Smaller Than No. 200 Sieve Size	Silt And Clays	Liquid Limit Greater Than 50		MH	Inorganic Silts, Micaceous Or Diatomaceous Fine Sand Or Silty Soils
					CH	Inorganic Clays Of High Plasticity, Fat Clays
					OH	Organic Clays Of Medium To High Plasticity, Organic Silts
Highly Organic Soils				PT	Peat, Humus, Swamp Soils With High Organic Contents	
Topsoil				Humus And Duff Layer		
Fill				Highly Variable Constituents		

The discussion in the text of this report is necessary for a proper understanding of the nature of the material presented in the attached logs.

DUAL SYMBOLS are used to indicate borderline soil classification.

C TORVANE READING, tsf
 qu PENETROMETER READING, tsf
 W MOISTURE, % dry weight
 P SAMPLER PUSHED
 * SAMPLE NOT RECOVERED
 pcf DRY DENSITY, lbs. per cubic ft.
 LL LIQUID LIMIT, %
 PI PLASTIC INDEX

I 2" O.D. SPLIT SPOON SAMPLER
 II 24" I.D. RING OR SHELBY TUBE SAMPLER
 | WATER OBSERVATION WELL
 ∇ DEPTH OF ENCOUNTERED GROUNDWATER DURING EXCAVATION
 ∇ SUBSEQUENT GROUNDWATER LEVEL W/ DATE



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LEGEND

Proj. No. 11363

Date Sept. 2004

Plate A1

Test Pit Log

EXHIBIT 52
PAGE 2 OF 10

Project Name: Montevallo			Sheet
Job No. 11363	Logged by: ELW	Date: 8/26/04	Test Pit No.: TP-1
Excavation Contractor: Northwest Excavating			Ground Surface Elevation: 478'

Notes:

General Notes	W (%)	Graphic Symbol	Depth Ft.	Sample	USCS Symbol	Surface Conditions: Topsoil & sod 10" grass
		↓ ↓ ↓	1		TPSL	Brown topsoil
	8.1	[Hatched Box]	2		SM	Light brown silty SAND, loose, moist -trace gravel
	8.5	[Hatched Box]	3		SM	Tan silty fine SAND with gravel, medium dense, moist -iron oxide staining -becomes gray, dense
			4			
			5			-increase moisture
	10.1	[Hatched Box]	6		SM	Gray silty fine SAND, dense, moist -trace gravel -becomes very dense
			7			Test pit terminated at 7 feet below existing grade. No groundwater encountered during excavation. NOTE: Test pit excavated by Northwest Excavating with Rubber-Tired Backhoe. Elevations estimated from topo map by Triad Associates.

TEST PIT LOG 11363.GPJ ECL.GDT 9/27/04



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Test Pit Log
Montevallo
Woodinville, Washington

Proj. No. 11363	Dwn. GAP	Date 9/24/04	Checked ELW	Date 9/24/04	Plate A2
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Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

Test Pit Log

EXHIBIT 52
PAGE 2 of 10

Project Name: Montevallo			Sheet 1
Job No. 11363	Logged by: ELW	Date: 8/26/04	Test Pit No.: TP-2
Excavation Contactor: Northwest Excavating		Ground Surface Elevation: 465'	
Notes:			

General Notes	W (%)	Graphic Symbol	Depth Ft.	Sample	USCS Symbol	Surface Conditions: Topsoil & sod 10" grass
		↓ ↓	1		TPSL	Brown topsoil
	15.1		2		SM	Reddish brown silty fine SAND, loose, moist -trace gravel
	11.5		3			-becomes gray, medium dense -iron oxide staining
			4			-becomes dense
			5			
			6		SM	-increase moisture Gray silty fine SAND with gravel, dense, moist
	9.0		7			-becomes very dense
			8			
Test pit terminated at 8.5 feet below existing grade. No groundwater encountered during excavation						

TEST PIT LOG 11363.GPJ ECL.GDT 9/24/04



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Test Pit Log
Montevallo
Woodinville, Washington

Proj. No. 11363	Dwn. GAP	Date 9/24/04	Checked ELW	Date 9/24/04	Plate A3
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Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

Test Pit Log

EXHIBIT 52

Sheet PAGE 2 OF 107

Project Name: Montevallo			Job No. 11363		Logged by: ELW		Date: 8/26/04		Test Pit No.: TP-3		
Excavation Contact: Northwest Excavating							Ground Surface Elevation: 457'				

Notes:

General Notes	W (%)	Graphic Symbol	Depth Ft.	USCS Symbol	Surface Conditions: Topsoil & sod 10" grass
		↓	1	TPSL	Brown topsoil
	22.6	█	2	SM	Reddish brown silty fine SAND, loose, moist -contains gravel - 42.8% fines -becomes gray, medium dense -iron oxide staining, becomes moist to wet -trace gravel -becomes dense -contains sand lenses -contains gravel -becomes very dense
	13.3	█	3		
		█	4		
		█	5		
		█	6		
	11.3	█	7		
		█	8		
		█	9		
Test pit terminated at 9.5 feet below existing grade. No groundwater encountered during excavation					

TEST PIT LOG 11363.GPJ ECI.GDT 9/27/04



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Test Pit Log
Montevallo
Woodinville, Washington

Proj. No. 11363	Dwn. GAP	Date 9/24/04	Checked ELW	Date 9/24/04	Plate A4
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Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

Test Pit Log

EXHIBIT 52
 Sheet PAGE 1 OF 1

Project Name: Montevallo			
Job No. 11363	Logged by: ELW	Date: 8/26/04	Test Pit No.: TP-4
Excavation Contractor: Northwest Excavating		Ground Surface Elevation: 434'	
Notes:			

General Notes	W (%)	Graphic Symbol	Depth Ft.	Sample	USCS Symbol	Surface Conditions: Topsoil & sod 16" grass
		↓ ↓ ↓	1		TPSL	Brown topsoil
	12.3	[Hatched Box]	2		SM	Reddish brown silty fine SAND, loose, moist -contains gravel
	9.3	[Dotted Box]	3		SM	Gray silty fine SAND with gravel, medium dense, moist -iron oxide staining -becomes dense
	8.0	[Dotted Box]	4			-becomes very dense
			5			
			6			
			7			
			8			
Test pit terminated at 8.5 feet below existing grade. No groundwater encountered during excavation						

TEST PIT LOG 11363.GPJ ECL.GDT 9/27/04



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Test Pit Log
 Montevallo
 Woodinville, Washington

Proj. No. 11363	Dwn. GAP	Date 9/24/04	Checked ELW	Date 9/24/04	Plate A5
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Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

Test Pit Log

EXHIBIT 58
PAGE 1

Project Name: Montevallo			Sheet 1
Job No. 11363	Logged by: ELW	Date: 8/26/04	Test Pit No.: TP-5
Excavation Contactor: Northwest Excavating		Ground Surface Elevation: 445'	

Notes:

General Notes	W (%)	Graphic Symbol	Depth Ft. Sample	USCS Symbol	Surface Conditions: Topsoil & sod 16" grass
		↓ ↓ ↓ ↓	1	TPSL	Brown topsoil
	11.2	[Hatched Pattern]	2	SM	Reddish brown silty fine SAND, loose, moist
	12.1	[Hatched Pattern]	3		-becomes gray, dense, iron oxide staining
	17.7	[Hatched Pattern]	4		-contains gravel
		[Hatched Pattern]	5		-decrease fine, becomes moist to wet -iron oxide staining
		[Hatched Pattern]	6		-increase in fines, becomes moist
		[Hatched Pattern]	7		
		[Hatched Pattern]	8		
	10.7	[Hatched Pattern]	9		-becomes very dense -contains gravel
		[Hatched Pattern]	10		Test pit terminated at 10 feet below existing grade. No groundwater encountered during excavation

TEST PIT LOG 11363.GPJ ECI.GDT 9/27/04



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Test Pit Log
Montevallo
Woodinville, Washington

Proj. No. 11363	Dwn. GAP	Date 9/24/04	Checked ELW	Date 9/24/04	Plate A6
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Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

Test Pit Log

Project Name: Montevallo			Sheet 1	of 1
Job No. 11363	Logged by: ELW	Date: 8/26/04	Test Pit No.: TP-6	
Excavation Contactor: Northwest Excavating			Ground Surface Elevation: 455'	

Notes:

General Notes	W (%)	Graphic Symbol	Depth Ft.	Sample	USCS Symbol	Surface Conditions: Topsoil & sod 5" grass
		↓			TPSL	Brown topsoil
	16.2		1		SM	Reddish brown silty fine SAND, loose, moist
			2			-trace gravel
			3			-becomes tan
			4			-becomes gray, medium dense
	9.7		5			-iron oxide staining to 4'
			6			-becomes dense, trace gravel
			7			-reduced fines, increase moisture
			8			-increase fines
	10.9					-trace gravel
Test pit terminated at 8.5 feet below existing grade. No groundwater encountered during excavation						

TEST PIT LOG 11363.GPJ ECL.GDT 9/27/04



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Test Pit Log
Montevallo
Woodinville, Washington

Proj. No. 11363	Dwn. GAP	Date 9/24/04	Checked ELW	Date 9/24/04	Plate A7
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Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

Test Pit Log

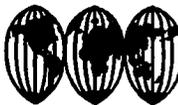
EXHIBIT
Sheet of
PAGE 8 OF 10

Project Name: Montevallo			
Job No. 11363	Logged by: ELW	Date: 8/26/04	Test Pit No.: TP-7
Excavation Contractor: Northwest Excavating			Ground Surface Elevation: 438'

Notes:

General Notes	W (%)	Graphic Symbol	Depth Ft.	Sample	USCS Symbol	Surface Conditions: Topsoil & sod 12" grass
		↓ ↓	1		TPSL	Brown topsoil
	24.5	[Vertical hatched bar representing soil profile]	2		SM	Reddish brown silty fine SAND, loose, moist to wet -contains gravel
	11.8		3			-becomes gray, medium dense, moist -iron oxide staining
			4			-fine to medium grained sand - contains gravel
			5			-becomes dense
			6			-increase fines
			7			-becomes very dense
			8			-trace gravel
	11.0		8			Test pit terminated at 8 feet below existing grade. No groundwater encountered during excavation

TEST PIT LOG 11363.GPJ ECLGDT 9/24/04



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Test Pit Log
Montevallo
Woodinville, Washington

Proj. No. 11363	Dwn. GAP	Date 9/24/04	Checked ELW	Date 9/24/04	Plate A8
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Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

Test Pit Log

EXHIBIT 52
 Sheet of 107
 PAGE 1 OF 1

Project Name: Montevallo			Sheet PAGE 1 OF 107
Job No. 11363	Logged by: ELW	Date: 8/26/04	Test Pit No.: TP-8
Excavation Contractor: Northwest Excavating		Ground Surface Elevation: 453'	

Notes:

General Notes	W (%)	Graphic Symbol	Depth Ft.	Sample	USCS Symbol	Surface Conditions: Topsoil & sod 12" grass
		← ↓	1		TPSL	Brown topsoil
	7.7	[Hatched pattern]	2		SM	Tan silty SAND with gravel, loose, moist
	6.8		3			-becomes gray medium dense, iron oxide staining
			4			-becomes dense
			5		SM	Gray silty fine SAND, dense, moist -trace gravel
			6			
			7			
			8			
			9			-becomes very dense
	11.1					Test pit terminated at 9.5 feet below existing grade. No groundwater encountered during excavation

TEST PIT LOG 11363.GPJ ECI.GDT 9/24/04



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Test Pit Log
 Montevallo
 Woodinville, Washington

Proj. No. 11363	Dwn. GAP	Date 9/24/04	Checked ELW	Date 9/34/04	Plate A9
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Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

Test Pit Log

EXHIBIT 52
PAGE 1 OF 1

Project Name: Montevallo			Job No. 11363			Logged by: ELW			Date: 8/26/04			Test Pit No.: TP-9		
Excavation Contactor: Northwest Excavating						Ground Surface Elevation: 449'								
Notes:														

General Notes	W (%)	Graphic Symbol	Depth Ft	Sample	USCS Symbol	Surface Conditions: Topsoil & sod 2" grass	
	22.5		1		SM	Tan silty fine SAND, loose, moist -contains roots -becomes reddish brown -contains gravel	
			2				
	9.6		3		SM	Gray silty fine SAND with gravel, medium dense, moist -iron oxide staining to 8'	
			4				
			5				-becomes dense
			6				
	14.4		7				
			8		SM	Gray silty fine to medium SAND, medium dense, wet -contains gravel - 40.4% fines	
			9				
			10				
			11				-becomes medium dense to dense
	12.3		12			-contains sand lens	
			13		SM	Gray silty fine to medium SAND with gravel, dense, wet	
						Test pit terminated at 13.5 feet below existing grade. No groundwater encountered during excavation	

TEST PIT LOG 11363.GPJ ECI.GDT 9/24/04



Test Pit Log
Montevallo
Woodinville, Washington

Proj. No. 11363	Dwn. GAP	Date 9/24/04	Checked ELW	Date 9/24/04	Plate A10
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Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

Test Pit Log

Project Name: Montevallo			Sheet of 50 EXHIBIT
Job No. 11363	Logged by: ELW	Date: 8/26/04	Test Pit No.: TP-10
Excavation Contractor: Northwest Excavating			Ground Surface Elevation: 463'

Notes:

General Notes	W (%)	Graphic Symbol	Depth Ft.	Sample	USCS Symbol	Surface Conditions: Topsoil & sod 8" grass
		↓	1		TPSL	Brown topsoil
		↓	1		SM	Reddish brown silty fine SAND, loose, moist
	7.6		2			-becomes tan, medium dense -contains gravel
			3		SM	Gray silty fine SAND with gravel, medium dense, moist
	8.9		4			-iron oxide staining
			5		SM	-becomes dense
			6			Gray silty fine SAND, dense, moist
			7			-trace gravel
	10.5		8			Test pit Terminated at 8 feet below existing grade. No groundwater encountered during excavation

TEST PIT LOG 11363.GPJ ECI.GDT 9/24/04



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Test Pit Log
Montevallo
Woodinville, Washington

Proj. No. 11363	Dwn. GAP	Date 9/24/04	Checked ELW	Date 9/24/04	Plate A11
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Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

Test Pit Log

EXHIBIT of SP
 Sheet
 PAGE 102 OF 107

Project Name: Montevallo			Job No. 11363		Logged by: ELW		Date: 8/26/04		Test Pit No.: TP-11		
Excavation Contractor: Northwest Excavating							Ground Surface Elevation: 459'				

Notes:

General Notes	W (%)	Graphic Symbol	Depth Ft.	Sample	USCS Symbol	Surface Conditions: Topsoil & sod 14" grass
		↓ ↓	1		TPSL	Brown topsoil
	15.9		2		SM	Reddish brown silty fine SAND, loose, moist -contains gravel -becomes gray, medium dense -Iron oxide staining
	12.3		3			
			4			-becomes dense
			5			-decrease in fines, becomes moist to wet
			6			
			7			
			8			-iron oxide staining
			9			-becomes wet - sand lens
			10			-becomes moist to wet
			11			-trace gravel
	11.0					Test pit terminated at 11 feet below existing grade. No groundwater encountered during excavation

TEST PIT LOG 11363.GPJ ECI.GDT 9/27/04



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Test Pit Log
 Montevallo
 Woodinville, Washington

Proj. No. 11363	Dwn. GAP	Date 9/24/04	Checked ELW	Date 9/24/04	Plate A12
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Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

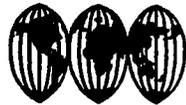
Test Pit Log

EXHIBIT 52
 SHEET 13 OF 107
 1 1

Project Name: Montevallo			Job No. 11363			Logged by: ELW			Date: 8/24/04			Test Pit No.: TP-12		
Excavation Contactor: Northwest Excavating						Ground Surface Elevation: 465'								
Notes:														

General Notes	W (%)	Graphic Symbol	Depth Ft.	Sample	USCS Symbol	Surface Conditions: Topsoil & sod 6" grass
		* ▲	1		TPSL	Brown topsoil
		▨	1		SM	Brown silty fine SAND with gravel, loose, moist (Fill)
		▨	2		SM	Reddish brown silty fine SAND, loose, moist
	9.2	▨	3			-becomes gray medium dense -iron oxide staining
	9.1	▨	4			-becomes dense -trace gravel - 45.3% fines
		▨	5			
		▨	6			
		▨	7			-trace gravel
	10.7	▨				Test pit terminated at 7.5 feet below existing grade. No groundwater encountered during excavation

TEST PIT LOG 11363.GPJ ECLGDT 9/24/04



Earth Consultants Inc.
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Test Pit Log
 Montevallo
 Woodinville, Washington

Proj. No. 11363	Dwn. GAP	Date 9/24/04	Checked ELW	Date 9/24/04	Plate A13
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Subsurface conditions depicted represent our observations at the time and location of this exploratory hole, modified by engineering tests, analysis and judgment. They are not necessarily representative of other times and locations. We cannot accept responsibility for the use or interpretation by others of information presented on this log.

APPENDIX B
LABORATORY TEST RESULTS
E-11363

DISTRIBUTION

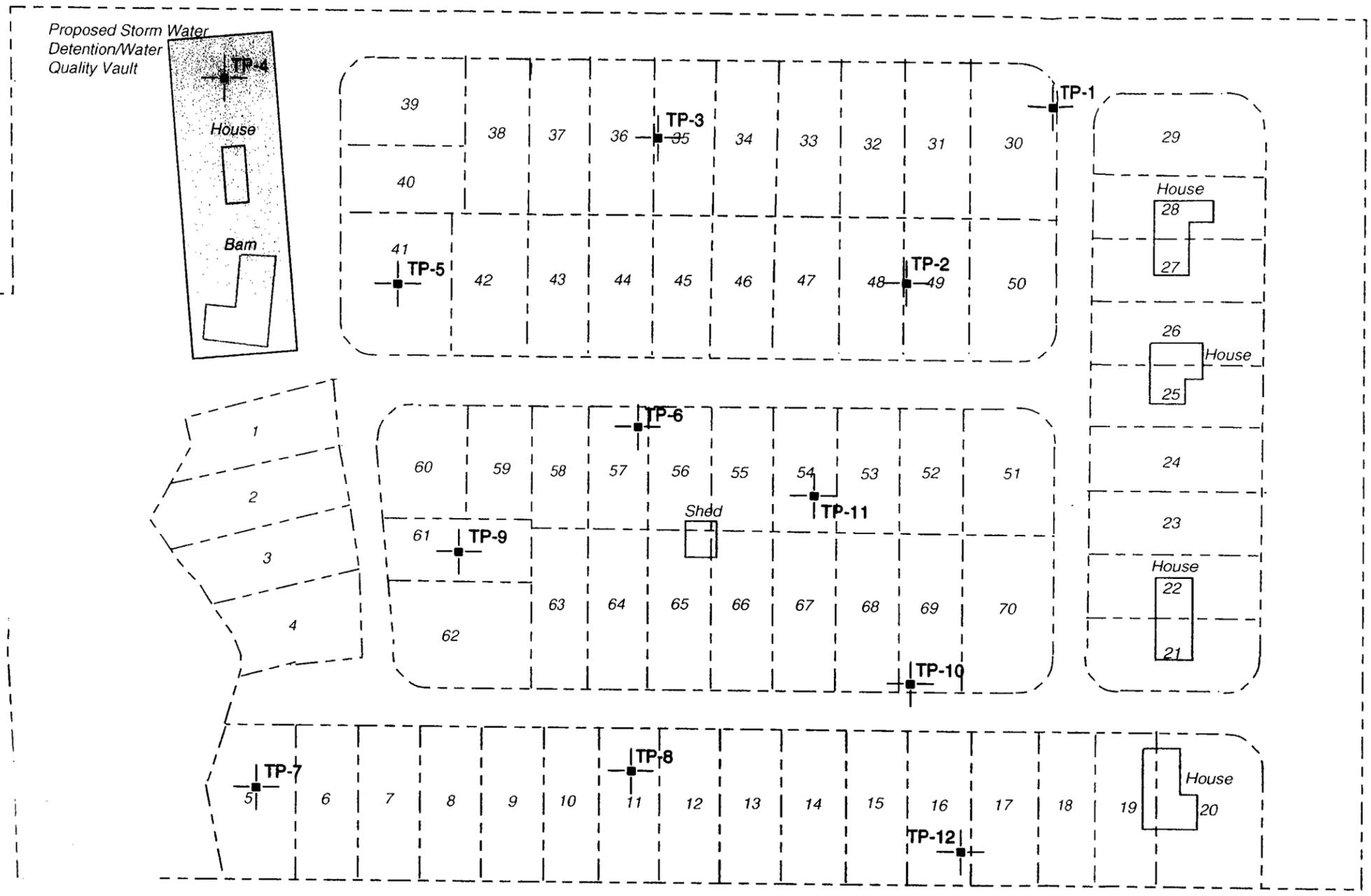
E-11363

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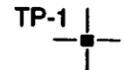
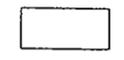
**Phoenix Development, Inc.
P.O. Box 3167
Lynnwood, Washington 98046**

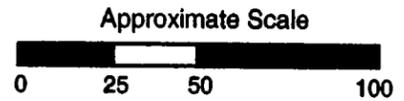
Attention: Ms. Loree Quade

156th Avenue Northeast



LEGEND

- 
 Approximate Location of ECI Test Pit, Proj. No. E-11363, Sep. 2004
- 
 Subject Site
- 
 Proposed Lot Number
- 
 Existing Buildings
- 
 Limits of Wetland area (Delineated by Others)




Earth Consultants, Inc.
Geotechnical Engineering, Geology, Environmental Sciences
Construction Testing & ICBO / WABO Inspection Services

Test Pit Location Plan
Montevallo
Woodinville, Washington

Drwn. GAP	Date Sep. 2004	Proj. No. 11363
Checked ELW	Date 9/22/04	Plate 2

NOTE: This plate may contain areas of color. ECI cannot be responsible for any subsequent misinterpretation of the information resulting from black & white reproductions of this plate.

EXHIBIT 53
PAGE 1 **OF** 2

MCCULLOUGH HILL, PS

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206-812-3388
206-812-3389 fax
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FEB 23 2007

CITY OF WOODINVILLE
DEVELOPMENT SERVICES

FAX COVER SHEET

February 21, 2007

TO:	COMPANY:	FAX NO.:
Cindy Baker	City of Woodinville	425-489-2756
Zachary Lell	Ogden Murphy Wallace	206-447-0215
Loree Quade	Phoenix Development, Inc.	425-742-8469
Greg Smith	Office of the Hearing Examiner City of Spokane	509-625-6059
Rick Aramburu	Attorney at Law	206-682-1376

FROM: Rich Hill

CLIENT NO.: 303.011

NUMBER OF PAGES INCLUDING COVER SHEET: 2

COMMENTS:

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EXHIBIT 53
PAGE 2 OF 2

February 21, 2007

VIA E-MAIL AND U.S. MAIL

Cindy Baker, Interim Director
Community Development
City of Woodinville
17301 - 133rd Ave NE
Woodinville, WA 98072

Re: Wood Trails & Montevallo

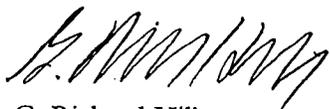
Dear Ms. Baker:

This is on behalf of Phoenix Development ("Phoenix"). On February 28, 2007, the City will be holding a public hearing on the Wood Trails proposal. On March 1, 2007, the City will be holding a public hearing on the Montevallo proposal. It is understood that members of the community have asked for the opportunity to comment on both proposals at one public hearing, so that it will not be necessary to attend both evenings.

Phoenix prefers that the hearings be fully separate, as the proposals are for two separate projects, not contiguous, and applied for at separate times. Phoenix is concerned that the record may become a source of confusion if comments are made about both proposals at the same hearing. It is understood, however, that the Hearing Examiner will direct witnesses to be clear as to which project they are addressing in their testimony, and that the Hearing Examiner will make separate reports and separate findings of fact and decisions with respect to the two proposals.

In that light, Phoenix consents to the City's desire to accommodate the neighbors' request. Thank you for your consideration of this matter.

Sincerely,



G. Richard Hill

GRH:ldc

cc: Loree Quade
Zachary Lell
Greg Smith
Rick Aramburu

L:\Sundquist\303.01\1\corr\baker02.doc

CITY OF WOODINVILLE
17301 NE 133rd Avenue NE
WOODINVILLE, WA 98072
(425) 489-2754

NOTICE OF CONTINUATION OF PUBLIC HEARING

The Public Hearing before the City Woodinville Hearing Examiner to consider public comment on the **Rezone & Preliminary Plat Application** described below **will be continued to March 15, 2007.**

PLEASE NOTE THAT THE HEARING EXAMINER'S ONLY ACTION ON MARCH 1, 2007 WILL BE TO FORMALLY OPEN THE PROCEEDING AND CONTINUE THE HEARING UNTIL MARCH 15, 2007. PRESENTATION OF THE STAFF REPORT AND SUBMISSION OF ALL RELEVANT SUBSTANTIVE TESTIMONY REGARDING THE MONTEVALLO PROPOSAL WILL OCCUR ON MARCH 14 and 15, 2007. **THE HEARING EXAMINER WILL NOT ACCEPT ORAL TESTIMONY REGARDING THIS PROPOSAL ON MARCH 1, 2007.**

DESCRIPTION OF APPLICATION	
Project Name:	Montevallo Rezone and Preliminary Plat (the rezone and preliminary plat will be considered concurrently, but with separate criteria and decisions)
File Number:	ZMA2004-094 and PPA2004-093
Applicant(s):	Phoenix Development, Inc. 16108 Ash Way, Suite 201 Lynnwood, WA 98037
Contact:	Loree Quade
Location:	<u>Montevallo</u> : South of NE 205 th Street & West of 156 th Avenue NE, Woodinville, King County, Washington. LOTS 1,2,3,4, AND 5 SUMMERS ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 100 OF PLATS, PAGES 33 AND 34, IN KING COUNTY, WASHINGTON
Section of Code Pertinent to Hearing Procedure:	The public hearing will be governed by the procedures set forth in Chapter 17.15 WMC and Chapter 2.27 WMC. Other applicable provisions of the WMC include but are not limited to, Titles 12, 13, 14,15,17, 20, 21, and 22.
Proposal:	<u>Montevallo</u> : Proposed subdivision of 16.49 acres into 66 single-family residential lots concurrent with a proposed zoning map amendment redesignating the project site from R1 to R4, with density transfer from the Wood Trails Proposal.

Public Hearing Date: The public hearing will be initially opened on Wednesday, March 1, 2007, but no oral testimony will be accepted on that date. **The hearing will be continued to March 15, 2007** (The public hearing for the Wood Trails proposal will be held on Thursday, February 28, 2007)

Time: The initial hearing will be commence at 7:30 P.M. on March 1, 2007. **The hearing will be continued and will reconvene at 6:00 P.M. on March 15, 2007.**

Hearing Location: Carol Edwards Community Center Gym
17401 133rd Avenue NE
Woodinville, WA 98072

Date of Continuation Notice: February 26, 2007

Responsible Official: Cindy Baker, Interim Director of Development Services

Signature: Cindy Baker

Date: 2/26/07

Copies of all application documents, code provisions, evidence and other relevant materials are available for review (at no cost) or purchase (at the City's cost) at City Hall. In addition, a copy of the staff report will be available to review at no cost 7 days prior to the Hearing Examiner's acceptance of any testimony at the rezone and preliminary plat hearing; copies of the staff report will be provided at the City's cost. All interested parties may appear and provide testimony regarding the above proposal at the continued March 15, 2007 Public Hearing. Written comments regarding this proposal will be accepted up to and at the Public Hearing. Written comments should be addressed to the Development Services Department at the address shown above. If you have questions, please call Susie McCann at (425)489-2754 ext. 2272.

NOTE: The rezone and preliminary plat hearing, subject to this notice, is an OPEN RECORD HEARING. A record of this hearing will be created. Any party interested in the recommendation and/or decision(s) arising from this hearing must present oral or written testimony for the record at the OPEN RECORD HEARING. **Rezone Recommendation:** The hearing examiner will make a recommendation to the city council for its decision on the rezone. An appeal of the rezone is a judicial appeal to superior court. **Preliminary Plat Decision:** The hearing examiner will make a final decision on the preliminary plat, and any approval of the preliminary plat will be expressly conditioned and contingent upon the city council's approval of the rezone. The preliminary plat decision can be administratively appealed to the city council and is limited to the existing record (a CLOSED RECORD APPEAL PROCEEDING), no new factual evidence or information may be submitted.

MONTEVALLO REZONE AND PRELIMINARY PLAT

EXHIBIT 54
PAGE 2 OF 20

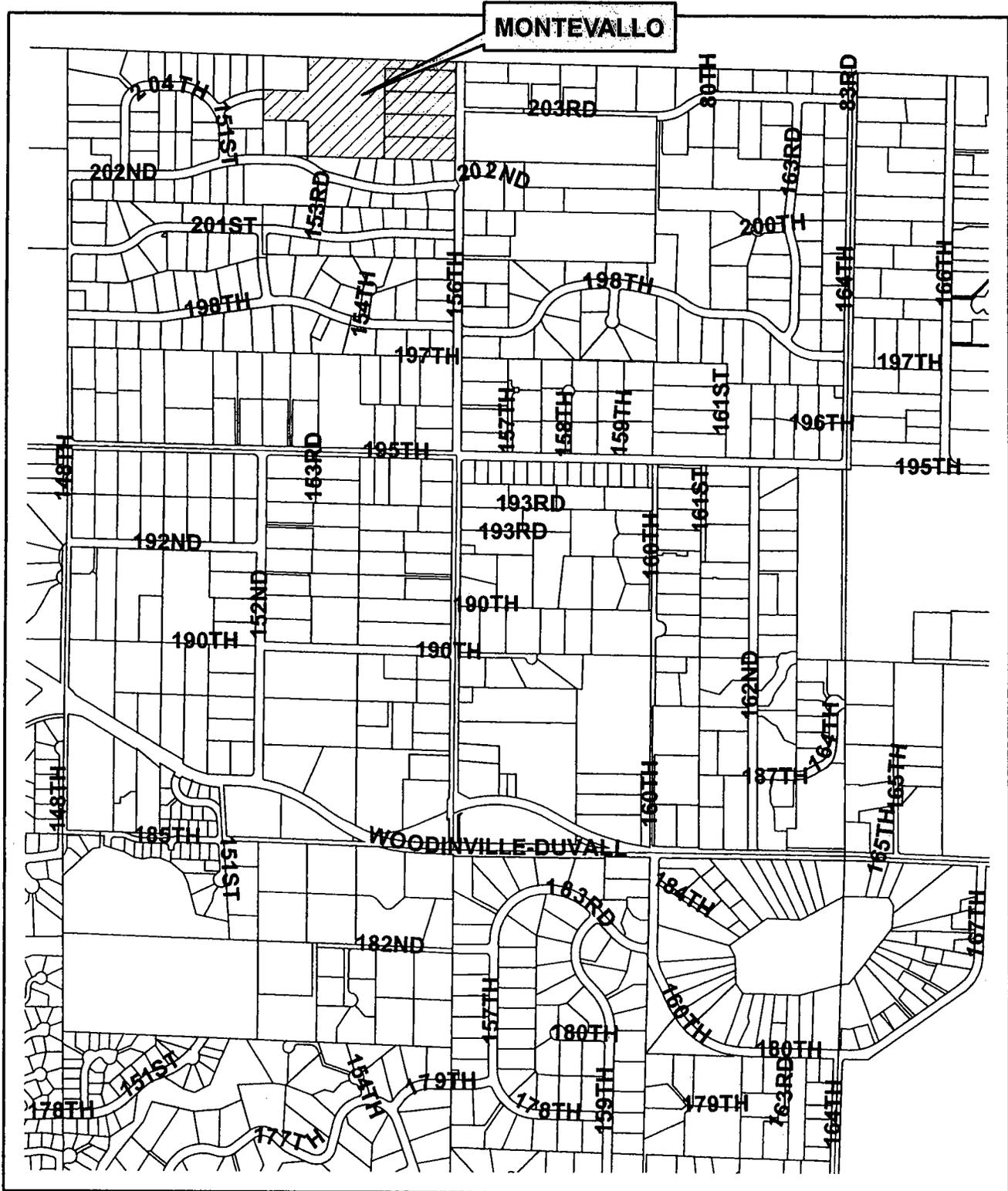




EXHIBIT 54
PAGE 5 OF 70

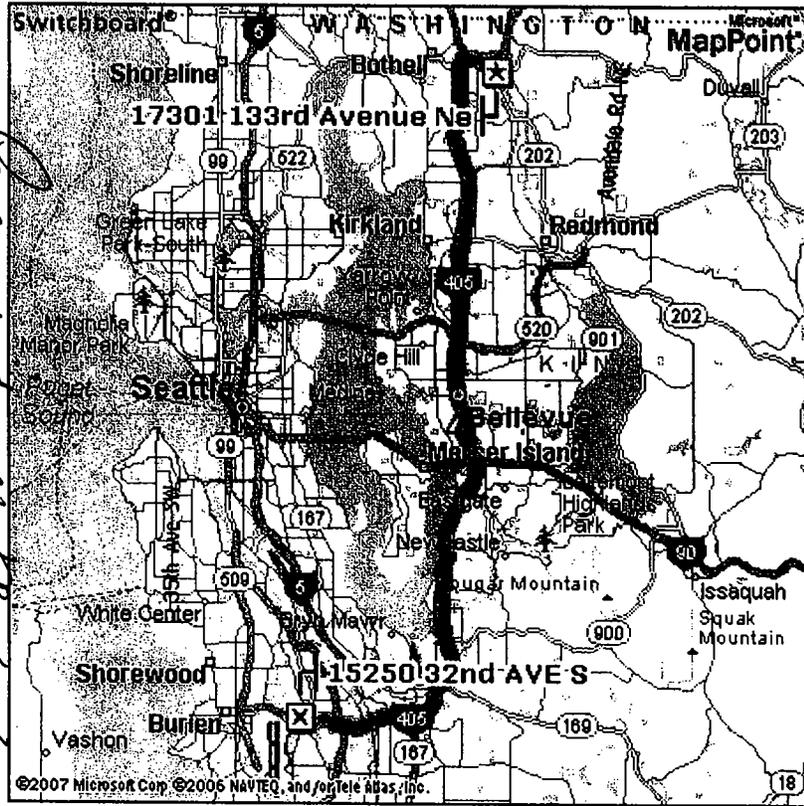
Home

Route Summary

- ★ Start: 17301 133rd Avenue Ne, Woodinville, wa
- ✕ End: Post Office - Riverton Heights, 15250 32nd AVE S, Tukwila, WA 98188 (206) 241-7061

Total Time: 30 Minutes
Total Distance: 26.8 Miles

Return to Route



Marked (2) notice of continuation for public hearing for PM on 2/26/07 at 11:30pm Sandy G.

Turn by Turn Directions

Directions	Miles
Start Depart Start on 133rd Ave NE (North)	0.1
1 Turn LEFT (West) onto NE 175th St	0.2
2 Turn RIGHT (North) onto SR-202 [131st Ave NE]	0.3
3 Take Ramp (LEFT) onto SR-522 towards Wa-522 / I-405 / Bothell	0.5
4 Take Ramp (RIGHT) onto I-405 towards I-405 / Bellevue	24.2
5 Road name changes to SR-518	1.0
6 Turn RIGHT onto Ramp towards Wa-99 / Sea-Tac Airport	0.3
7 Keep RIGHT to stay on Ramp towards Wa-99 / Wa-99 N	0.1
8 Keep LEFT to stay on Ramp towards Wa-99 N	0.1
9 Turn LEFT (West) onto S 154th St, then immediately turn RIGHT (North) onto 32nd Ave S	0.1
End Arrive End	0.0
Total:	26.8

Use this map or these directions at your own risk. No representation or warranty is made as to their accuracy, completeness or drivability. Infospace and Switchboard will not be responsible for any damages, losses or delays which result from using these directions. Obey all traffic regulations.

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MT / KC 73-9238500480

UNIVERSITY OF WASHINGTON
1326 5TH AVE STE 418
SEATTLE, WA 98101
MT /SNO 1&6
27053500300400 / 27053500301100
Updated 11/06

MT /SNO 2 - 27053500300700

BELANGER, MARK D
24218 75TH AVE SE WOODINVILLE, WA
98072-9752
MT /SNO 4 - 27053500300900

RUBEN & DONNA LOPEZ
24310 7 SE AVE
WOODINVILLE WA 98072
MT /SNO 3 -27053500300800

MT /SNO 5 - 2705350030100
UPDATED 11/06

DAVID PLETER
14937 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 72 -9238500470

RICHARD D HANIKA
24320 75TH AVE SE WOODINVILLE, WA
98072-9750
MT /SNO 7 - 27053500301200

THOMAS WALGAMOTT
24302 75TH AVE SE WOODINVILLE, WA
98072-9750
MT /SNO 8 -27053500301500

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NO 11 - 27053500401900

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98072-9752
MT /SNO 14 - 27053500403500

RAY BARNES
20210 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 1 -0226059026
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ROGER HAINING
20102 156TH AVE NE
WOODINVILLE WA 98072 7033
MT / KC 2-0226059052
UPDATED 11/06

SHAO LIANG LU
20338 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 3-0226059058

WOODINVILLE WATER DISTRICT
P O BOX 1390
WOODINVILLE WA 98072
MT / KC 4-0226059059

HAROLD KENT
20200 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 5 & 12 - 0226059063 /
0226059127

WM L GUSTAFSON
15376 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 6-0226059077

JARRETT RENSHAW
20230 149TH PL NE
WOODINVILLE WA 98072
MT / KC 69-9238500440

ALAN SRTAND
20102 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 8-0226059080
UPDATED 11/06

PETER ROTHSCHILD
20002 156TH AVE NE
WOODINVILLE WA 98072
MT / KC 9-0226059082

SHARON ERDMAN
15206 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 10-0226059083
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STEWART & CHERYL KIRCHMEIER
15220 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 11-0226059092
MT / KC 38- 9238500112

LUCILLE BAIRD
15638 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 13-0226059128

2-7-07 Notice Mailings

JANICE CULPEPPER
1564 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 14-0226059129

BRADLEY NIEMEYER
15360 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 15-03276700010

RODNEY WILLIAMS
15344 NE 201ST ST
WOODINVILLE WA 98072
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JONATHAN HAUCK
15330 NE 201ST ST
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MARY JANE BAILEY
15316 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 18-3276700040

ROBERT TRENNER
15304 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 19-3276700050

HAROLD LARSEN
20105 153RD ST
WOODINVILLE WA 98072
MT / KC 20-3276700060

ROBERT JACOBS
20220 149TH PL NE
WOODINVILLE WA 98072
WT/MT / KC 68-9238500430

JAMES AVERY
14906 NE 202ND ST
WOODINVILLE WA 98072
WT/MT / KC 67-9238500420

WILKINS LLC
15714 NE 203RD PL
WOODINVILLE WA 98072
MT / KC 23-9238430020

DONALD MARSHALL
15720 NE 203RD PL
WOODINVILLE WA 98072
MT / KC 24-9238430030

KENNETH MORIYAMA
15120 NE 201ST ST
WOODINVILLE WA 98072
MT / KC 25-9238480010

JAMES MORRISSEY
15307 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 26-09238500010

KEVIN SHIMASAKI
15323 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 27-9238500020

MARION MAYS
15335 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 28-0923850003

JAMES POTTEBAUM
15351 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 29-09238500040

MALCOM & LINDA JENKINS
19338 NE 200TH ST
WOODINVILLE WA 98077
MT / KC 30-9238500050

MILTON & FRANCES WARMAN
15374 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 31-9238500060

MT / KC 32-9238500070

JOHN WALTNER
15350 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 33-09238500080

G A BALDWIN
15338 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 34-9238500090

JEFFEREY BOSELY
15324 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 35-9238500100

BARBARA POOLE
P O BOX 4237
SOUTH COLBY WA 98384
MT / KC 36-9238500110

CRAIG COLLINS
14926 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 66-9238500410

ANTHONY PIERE
14936 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 65-9238500400

LEONARD CLEMESON
15103 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 63-9238500380

TERRI DERR
15122 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 41-9238500160

MATTHEW PHILIP
15110 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 9238500170

SCOTT KOVACEVICH
15100 NE 204TH ST
WOODINVILLE WA 98072
MT / KN 43-9238500180
UPDATED 11/06

ROBERT ORMISTON
14937 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 60-9238500350

DONALD PAHL
14940 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 45-9238500200

PAUL DEVER
14930 NE 204TH ST
WOODINVILLE WA 98072
MT / KC 46-9238500210
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ALEXANDER COYNE
14925 NE 202ND ST
WOODINVILLE WA 98072
MT / KC 59-9238500340
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ROBERT STEVENSON
14835 NE 202ND ST
WOODINVILLE WA 98072
WT/MT / KC 57-9238500320
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MT / KC 71 -9238500460

CW BOWER
20249 149TH PL NE
WOODINVILLE WA 98072
WT/MT / KC 50-9238500250

ERIC LIPPKE
14805 NE 202ND ST
WOODINVILLE WA 98072
WT/MT / KC 55 - 9238500300

ALLAN T SWANSON
20227 149TH PL NE
WOODINVILLE WA 98072
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POR
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POR
MURIEL ORR-RYAN
MT / KC 56-9238500310

POR
WILLIAMS F BARNES
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LEROY W KUEBLER
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BRAD & SHERRY STOLL
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PATRICK MORIARTY
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THE HASSE FAMILY
MT / KC 37-9238500120

POR
DONNA FRISK
MT / KC 22-9238430010

POR
THOMAS MERTZ
MT / KC 21 - 3276700070

POR
REINY FALKENBERG
MT / KC 70-09238500450

EXHIBIT 54
PAGE 9 OF 20

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MT / KC 7-0226059079

MT / KC 57-9238500320
JAMES BRESSANI
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MT / SNO 4 -27053500300900
WALLACE HOLSTAD
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MT /SNO 2 - 27053500300700
TODD AND SUSAN HUSO
RETURNED 11/06
NO FORWARDING ADDRESS

MT /SNO 1 & 6
27053500300400 / 27053500301100
KARLA MILLER
Returned 11/06
No forwarding address

WALLACE HOLSTAD
MT /SNO 5 - 2705350030100
Returned 12/06
No Forwarding Address
UPDATED 11/06

DARRAN S LITTLEFIELD
MT /SNO 13 - 27053500402100
Returned 12/06
No forwarding Address

TODD R & SUSAN E HUSO
MT /SNO 2 - 27053500300700
Returned 12/06
No Forwarding Address

SEAHORN CONSTRUCTION CO
11320 NE 88TH ST
KIRKLAND WA 98033
WT/MT / KC 53-9238500280
Returned 12/06
No Forwarding Address

MICHELLE ROISSIER
14927 NE 24TH ST
WOODINVILLE WA 98072
MT / KC 71 -9238500460
Returned 12/06
'o forwarding Address

ROBERT & SUSAN SLOCUM
19818 10TH DR SE
BOTHELL WA 98012
MT / KC 32 -9238500070
Returned 12/06
No Forwarding Address

Adam & Alicia Gold
19628 148th Ave
Woodinville, WA 98072
JR WT /KC 6-0226059152

Ann & Ted Rupley
16324 NE 203rd Place
Woodinville, WA 98072
WT/MT-POR

Anne Hermes
23615 - 71st Drive SE
Woodinville, WA 98072
WT/MT-POR

Austin T. Winant
15908 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Aviv and Sara Shahar
15363 NE 201st Street
Woodinville, WA 98072
WT/MT-POR

Barbara Czuba
15808 NE 203rd Place
Woodinville, WA 98072
WT/MT-POR

Bill Trippett
15525 NE 195th Street
Woodinville, WA 98072
WT/MT-POR

Brad Stoll
20222 151st NE
Woodinville, WA 98072
WT/MT-POR

Brian and Cheryl Fountain
14823 NE 198th St
Woodinville, WA 98072
POR WT/KC79-9238510140

Brian Walsh
14824 NE 195th Street
Woodinville, WA 98072
POR WT / KN 2-0226059132

Cifello August
2206 NE 168th CT
WOODINVILLE WA 98072
WT/MT-POR

Cindi & Dave Stinson
15009 NE 195th St
Woodinville, WA 98072
WT/MT-POR

Cliff & Sheri Griffin
14907 NE 198th St
Woodinville, WA 98072
JR WT/KC81-9238510160

CONCERNED NEIGHBORS OF
WELLINGTON
FRED GREEN, PRES.
20624 86TH AVE SE
SNOHOMISH WA 98296
WT/MT-POR

Craig and Marsha Tupper
15419 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Daryl Heinzerling
19190 162nd Ave NE
Woodinville, WA 98072
WT/MT-POR

Dave & Nancy Henry
PO Box 776
Woodinville, WA 98072
WT/MT-POR

David and Nancy Courtney
19410 148th Ave NE
Woodinville, WA 98072
POR WT/KC-50-3244500064

David Shepherd
17615 148th Ave NE
Woodinville, WA 98072
WT/MT-POR

Don & April Fountain
15523 NE 198th Street
Woodinville, WA 98072
WT/MT-POR

Donna L. Frisk
20340 156th Ave NE
Woodinville, WA 98072
POR MT / KC 22-9238430010

Frank Coppa
19423 153rd Ave NE
Woodinville, WA 98072
WT/MT-POR

Fred Green
15218 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Gary J. Hasse
15116 NE 202nd Street
Woodinville, WA 98072
POR-MT / KC 37-9238500120

George and Sandra White
14818 NE 195th St
Woodinville, WA 98072
POR WT / KC 5-0226059149

Greg, Hokulani and Kailani Orton
15908 NE 193 PL
Woodinville, WA 98072
WT/MT-POR

Guy A. Mahan
PMB 181
14241 Woodinville-Duvall Rd
Woodinville, WA 98072
WT/MT-POR

Helen Gottschalk
14918 NE 198th St
Woodinville, WA 98072

WT/MT-POR

Ivan and Helen Fry
15317 NE 201 Street
Woodinville, WA 98072

WT/MT-POR

J Latias
14808 NE 195th Street
Woodinville, WA 98072

WT/MT-POR

Jack and Clarice Riggs
14952 NE 202nd Street
Woodinville, WA 98072
POR MT /KC 64-9238500390

Jaclyn Schwarz
20122 148th Ave NE
Woodinville, WA 98072
-POR WT/KC 54-9238480060

James & Martha Snell
15009 NE 198th Street
Woodinville, WA 98072
WT/MT-POR

James Hartman
14908 NE 201st
Woodinville, WA 98072
POR WT/KC52-09238480040

McCullough Hill, PS
Rich Hill
701 Fifth Ave, Suite 7220
Seattle, WA 98104-7041
WT/MT-POR

Janet Patrick
15252 NE 195th
Woodinville, WA 98072
WT/MT-POR

Jeff Glickman
19405 148th Avenue NE
Woodinville, WA 98072
POR WT / KC 26-0326059123

Jennifer Hallman
Derek Luhn
19160 160th Ave NE
Woodinville, WA 98072
WT/MT-POR

Phoenix Development, Inc.
Lorree Quade, Project Manager
16108 Ash Way, Suite 201
Lynnwood, WA 98087
WT/MT-POR

Joan & Greg Stoneking
14808 NE 195th St
Woodinville, WA 98072
R WT / KC 1-0226059008

Joel Calvert
15375 NE 202nd Street
Woodinville, WA 98072
WT/MT-POR

John Tatarsky
15112 NE 198 St
Woodinville, WA 98072
WT/MT-POR

Jonathan Yang
15127 NE 198th Street
Woodinville, WA 98072
WT/MT-POR

Joseph & Linda Petrin
14919 NE 198th Street
Woodinville, WA 98072
WT/MT-POR

Julia Poole
15306 NE 202nd St
Woodinville, WA 98072
WT/MT-POR

Kate and Zoe Fraley, Mike Knapp
14909 NE 202 St
Woodinville, WA 98072
POR/WT/MT/KC 58 -9238500330

Katie Angelikis
1800 One Convention Place
Seattle, WA 98101
WT/MT-POR

Kellie Tollifson
23621 71st Dr SE
Woodinville, WA 98072
WT/MT-POR

Kelly & John Huff
15107 NE 201st PL
Woodinville, WA 98072
WT/MT-POR

Kerri & Kirk Scarbrough
15124 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Kristy & Jeff Howell
14817 NE 192nd Street
Woodinville, WA 98072-8447
WT/MT-POR

L. Ann Crandall
15635 NE 195th Street
Woodinville, WA 98072
WT/MT-POR

Len & Sharon Clemeson
15103 NE 202nd Street
Woodinville, WA 98072
WT/MT-POR

LeRoy & Kay Kuebler
20155 149th PL NE
Woodinville, WA 98072
POR WT/MT / KC 49-9238500240

7/2007

Linda Larsen-King
17344 167th Avenue NE
Woodinville, WA 98072
WT/MT-POR

Lisa Rhodes
15725 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Marc Kramer
23514 82nd Ave SE
Woodinville, WA 98072
WT/MT-POR

Mark & Angelique Tatham
20237 149th Place NE
Woodinville, WA 98072
POR/WT/MT/KC 51-9238500260

Mark & Mary Day
20219 151st Ave NE
Woodinville, WA 98072
WT/MT-POR

Mark and Suzanne Johnston
19131 148th Ave NE
Woodinville, WA 98072
WT/MT-POR

Matt & Lisa Schultz
16206 NE 200th CT
Woodinville, WA 98072-7041
WT/MT-POR

Maxine Pollock
19504 156th Ave. NE
Woodinville, WA 98072
WT/MT-POR

Michael & Charlotte Ochoa
15403 - NE 198th Street
Woodinville, WA 98072-7055
WT/MT-POR

Michael Mays
15335 NE 202nd St
Woodinville, WA 98072
WT/MT-POR

Michael T. Bell
16116 NE 203rd PL
Woodinville, WA 98072
WT/MT-POR

Mike & Gail Odenius
15132 NE 204th
Woodinville, WA 98072
R - MT / KC 7-0226059079

Mike & Michelle O'Grady
14906 NE 202nd Street
Woodinville, WA 98072
POR MT / KC 48 - 9238500230

Mr. Reiny Falkenberg
20246 149th Place NE
Woodinville, WA 98072
POR-WT/MT/ KC 70-09238500450

Muriel Ryan
14921 NE 202nd Street
Woodinville, WA 98072
POR WT/M /KC 56-9238500310

Nadine Jones
14903 NE 201st
Woodinville, WA 98072
POR WT /KC 58-9238480100

Nancy Bacon
14918 NE 204th Street
Woodinville, WA 98072
POR MT / KC 47-9238500220

Otto Paris
Sue Swan
14906 NE 198th St
Woodinville, WA 98072
POR WT/KC75-9238510100

Patrick M. Moriarty
15104 NE 202nd St
Woodinville, WA 98072
POR MT / KC 39-9238500130

Paul and Kathie Forman
19831 156th Ave NE
Woodinville, WA 98072
WT/MT-POR

Paul Chrysler
PO Box 2403
Lynnwood, WA 98036
WT/MT-POR

Paul Sharp
15009 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Pete G. Symington
15410 NE 198th St
Woodinville, WA 98072
WT/MT-POR

Peter G Bova
19832 156th Ave NE
Woodinville, WA 98072
WT/MT-POR

Randall & Patricia Baird
15638 NE 202nd Street
Woodinville, WA 98072
POR-MT / KC 13-0226059128

Robert & Lori Harman
14949 NE 202nd Street
Woodinville, WA 98072
POR MT / KC 61-9238500360

2007

Robert Casto
14950 NE 204th St
Woodinville, WA 98072
R MT / KC 44 -9238500190

Roger & Jui Mason
15023 NE 195th St
Woodinville, WA 98072
WT/MT-POR

Ken & Olga Rhule
19025 163rd Ct NE
Woodinville, WA 98072
WT/MT-POR

Ron & Chris Olsen
14959 NE 202nd St
Woodinville, WA 98072
POR MT / KC 62-9238500370

Roy & Sharon Ghazimorad
15121 NE 201st Street
Woodinville, WA 98072
WT/MT-POR

Kristen A. Howell
Jeffrey E. Howell
14817 NE 192nd Street
Woodinville, WA 98072
WT/MT-POR

Ryan Olson
20121 164th Ave NE
Woodinville, WA 98072
WT/MT-POR

Shani Parrott
16212 NE 200th Court
Woodinville, WA 98072
WT/MT-POR

Sharon Peterson
15206 NE 202nd Street
Woodinville, WA 98072
WT/MT-POR

Shere and Jeff Hawk
19420 160th Ave NE
Woodinville, WA 98072
WT/MT-POR

William von Schneidau
15002 NW 201st
Woodinville, WA 98072
POR WT/KC 51-9238480030

Steve Maloney
PO Box 1602
Woodinville, WA 98072
PO WT/KC 53-9238480050R

Tony Sexson
14821 NE 201st Street
Woodinville, WA 98072
R WT/KC57-9238480090

William Barnes
14816 NE 202nd Street
Woodinville, WA 98072
POR/WT/MT/KC 54- 9238500290

Tom Merz & Family
15208 NE 201st ST
WOODINVILLE WA 98072
POR -MT / KC 21 - 3276700070

Michael Banfield
P O Box 13
Woodinville WA 98072
3244500085

Jeff Boselly
15324 NE 202nd St
Woodinville WA 98072

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WT/MT-POR
Roger Mason
Duplicate

WT/MT-POR
Sue Swan
**Returned 11/06
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WT/MT-POR
Susan and Todd Huso
**Returned 11/06
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WT/MT-POR
Jim and Thelma Bressani
No longer at this address

WT/MT-POR
Janet Littlefield
**Returned 11/06
No Forwarding**

WT/MT-POR
Russell and Deborah King
**Returned 11/06
No Forwarding**

WT/MT-POR
Steve Gooding
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Margo Miltenberger
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S & S SUNDQUIST THIRD FAMILY LIMITED
3030 NE 181ST ST
SEATTLE WA 98155
WT /KC 33-0326059134

MINCH LAND HOLDINGS LLC
20150 144TH AVE NE
WOODINVILLE WA 98072
WT/KC 31-0326059130

DAVID & JANIE MUDROVICH
14844 NE 195TH ST
WOODINVILLE WA 98072
WT / KC 3-0226059133

MICHAEL & MARCIA HOLMDAHL
14862 NE 195TH ST
WOODINVILLE WA 98072
WT/ KC 4-0226059134

VIEWRIDGE DEVELOPMENT
P O BOX 1650
WOODINVILLE WA 98072
WT /KC 29, 30, 32
0326059128 & 29 & 31

VLS REAL ESTATE
14326 BEAR CREEK RD NE
WOODINVILLE WA 98077
WT/KC 34-0326059138

UNIVERSAL & LAND CONSTRUCTION
P O BOX 329
WOODINVILLE WA 98072
WT / KC 7&12 03260590010326059048

ALFRED PASION
19417 148TH AVE NE
WOODINVILLE WA 98072
WT /KC 8-326059021

HERLIN GREGORY
31414 NE 141ST
DUVALL WA 98019
WT / KC 9-0326059033

CHRISTINA & SANDY ENTERPRISES LL
19600 144TH AVE NE
WOODINVILLE WA 98072
WT /KC 10&16
326059035/0326059091

FRANK & LINDA STULL III
14390 NE 200TH ST
WOODINVILLE WA 98072
WT/ KC 11-0326059040

PARK 144 LLC
19400 144TH AVE NE
WOODINVILLE WA 98072
WT /KC 13&14
0326059071/0326059086

HENRY II LLC
CHRIS LANGER
10500 NE 8TH ST #900
BELLEVUE WA 98004
WT KC 15&23
J326059087/0326059110

OLD 31 LLC
14914 NE 177TH DR
WOODINVILL WA 98072
WT / KC 17-0326059100

COLLINS INVESTMENTS LLC
19900 144TH AVE NE
WOODINVILLE WA 98072
WT / KC 18-0326059101

MDNVL WAREHOUSE ASSOC. LL\ROSEN
PROPERTIES
P O BOX 5003
BELLEVUE WA 98009
WT /KC 19-0326059102

DPGP INVESTMENTS LLC
P O BOX 1845
BOTHELL WA 98041
WT / KC 20-0326059103

CYRUS WAY BUSINESS PARK
321 HIGHLAND DR
SEATTLE WA 98109
WT / KC 21-0326059104

MECHANICAL JOHANSEN
P O BOX 1768
WOODINVILLE WA 98072
WT / KC 22-0326059108

ROME PROPERTIES LLC
19628 144TH AVE NE
WOODINVILLE WA 98072
WT / KC 24-0326059117

STANELY FAMILY LIMITED PARTNERSHIP
19710 144TH AVE NE
WOODINVILLE WA 98072
WT / KC 25-0326059118

AVALON PARTNERS LLC
P O BOX 1603
WOODINVILLE WA 98072
WT/KC 35-0326059142

COOPERS FOUNDATION LOCATION
1642 NE 122ND CT
REDMOND WA 98052
WT / KC 36-0326059143

RIDGEWOOD LLC
14680 NE WOODINVILLE WAY #120
WOODINVILLE WA 98072
WT /KC 0326059125

EMERALD DEVELOPMENT
P O OBX 1543
WOODINVILLE WA 98072
WT / KC 37-0326059144

S & S PARTNERSHIP
C/O PACIFIC PLUMBING SUPPLY
7115 W MARGINAL WY SW
SEATTLE WA 98106
WT / KC 38-0326059145

19230 BUILDING LLC
P O BOX 1130
WOODINVILLE WA 98072
WT / KC 39-0326059147

STEVE & SUSAN STUSSER
10515 NE 170TH ST
BOTHELL WA 98014
WT/KC83-6190400010

NORTHSHORE SHEET METAL
19612 144TH AVE NE
WOODINVILLE WA 98072
WT/KC84-6190400020

KING COUNTY
500 4TH AVE
SEATTLE WA 98104
WT/KC82-9238510250

BARKER REAL ESTATE LLC
PO BOX 646
WOODINVILLE, WA 98072
WT/SNO85-27053400401500

MRS RICHARD BLOCK
19199 148TH AVE NE
WOODINVILLE WA 98072
WT/KC 42-2474700020

ARCV WASHINGTON LLC
9375 SW COMMERCE CIR #7
WILSONVILLE OR 97070
WT / KC 43-3244500058

BOUDREAU FAMILY LLC
20485 144TH AVE NE
WOODINVILLE WA 98072
WT / KC 93-0326059149

WT / KC 40-326059154

JONATHAN & MONICA ZIER
19203 148TH AVE NE
WOODINVILLE WA 98072
WT/KC-41-2474700010

DANIEL MCMILLAN
14869 NE 195TH ST
WOODINVILLE WA 98072
WT / KC 45-3244500057

GLEN & MICHELLE HOOGERWERF
14826 NE 192ND ST
WOODINVILLE WA 98072
WT / KC 46-3244500058

PREMIER PACIFIC HOMES
15535 148TH AVE NE
WOODINVILLE WA 98072
WT/ KC-47-3244500060

UNIVERSITY OF WASHINGTON
1326 5TH AVE #418
SEATTLE WA 98107
/T/SNO 91-270535003005

TRENDSSET LLC
6430 240 ST SE
WOODINVILLE, WA 98072
WT/SNO86-27053400401800

JOHN VANGEMERT
PO BOX 366
WOODINVILLE, WA 98072
WT/SNO-87 & 89
27053400402000/27053400402400

AHMED MAKHDOOM
14849 NE 195TH ST
WOODINVILLE WA 98072
WT/KC 49-03244500063

PALMER & HUNTER SATHER
PO BOX 419
WOODINVILLE, WA 98072
WT/SNO88-27053400402300

ROBERT ORDAL
1000 2ND AVE #1750
SEATTLE WA 98104
WT / KC 92-6641100100

ALLEN HICKS & LW KATHLEEN
14808 NE 201ST ST
WOODINVILLE WA 98072
WT/KC 55-9238480070

MARC & SHIRLEY BLANKENSHIP
14807 NE 201ST ST
WOODINVILLE WA 98072
WT/KC 56-9238480080

KENNETH SMITH
14917 NE 201ST ST
WOODINVILLE WA 98072
WT / KC 59-9238480100

STEVEN & PATRICIA STIVALA
14816 NE 192ND ST
WOODINVILLE WA 98072
WT/KC48-3244500062

JARRETT & ERIN RENSHAW
20230 149TH PL NE
WOODINVILLE WA 98072
WT/KC73-9238500440

DOUGLAS & SUSAN GIBSON
14830 NE 198TH ST
WOODINVILLE WA 98072
WT/KC76-9238510110

GEOFFREY KNUTZEN
14818 NE 198TH ST
WOODINVILLE WA 98072
WT/KC77-9238510120

WILLIAM BRADFORD
14811 NE 198TH AT
WOODINVILLE WA98072
WT/KC78-9238510130

RICHARD LYONS
14835 NE 198TH ST
WOODINVILLE WA 98072
WT/KC80-9238510150

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JAMES & WENDY AVERY
WT/KC 71-9238500420

MT
CW BOWER
WT / KC 62-9238500250

MT
ROBERT STEVENSON
WT/KC68-9238500310

MT
ALLAN SWANSON
WT/KC64-9238500270

MT
CECIL HORN
SEA HORN CONSTRUCTION
WT/KC65-9238500280

MT
ERIC & MARDY LIPPKÉ
WT/KC67-9238500300

MT
ROBERT & SARA JACOBS
WT/KC72-9238500430

POR
NADINE JONES
WT / KC 58-9238480100

POR
MICHAEL & MICHELLE OGRADY
WT/KC 60-9238500230

POR
L W KUEBLER
WT/KC61-9238500240

POR
DAVID & NANCY COURTNEY
WT/KC-50-3244500064

POR
WILLIAM VONSCHNEIDAU
WT/KC 51-9238480030

POR
JAMES HARTMAN
WT/KC52-09238480040

POR
STEPHEN MALONEY
WT/KC 53-9238480050

POR
MARTIN & JACLYN SCHWARZ
WT/KC 54-9238480060

POR
VICKY DELOFF & ANTHONY SEXSON
WT/KC57-9238480090

POR
ADAM & ALICIA GOLD
WT / KC 6-0226059152

POR
GREGORY STONEKING & JOAN ATLAS
WT / KC 1-0226059008

POR
BRIAN & JILL ANN WALSH
WT / KN 2-0226059132

POR
GREGORY & SANDRA WHITE
WT / KC 5-0226059149

POR
JEFF AND LAURA GLICKMAN
WT / KC 26-0326059123

POR
JEFF & MARGO MILTENBERGER
WT / KC 44-3244500056

POR
W F BARNES
WT/KC66-9238500290

POR
MARK & ANGELIQUE TATHAM
WT/KC 63-9238500260

POR
MURIEL ORR-RYAN
WT/KC68-9238500310

POR
KATE FRALEY
WT/KC70-9238500330

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POR
REINY FALKENBERG
WT/KC74-9238500450

POR
OTTO PARIS & SUSAN SWAN
WT/KC75-9238510100

POR
BRIAN & CHERYL FOUNTAIN
WT/KC79-9238510140

POR
CLIFFORD & SHERI ANN GRIFFIN
WT/KC81-9238510160

US GLOVE CO INC
C/O JSH PROPERTIES INC
555 S RENTON VILLAGE PL #100
12/06 Returned NO forwarding address

**DISTRIBUTION LIST
ORGANIZATIONS
COMMENTS**

CITY OF BOTHELL
Wasim Khan, P.E.
Transportation Engineer
9654 NE 182ND ST
BOTHELL WA 98011

MUCKLESHOOT INDIAN TRIBE
KAREN WALTER
ENVIRONMENTAL DIVISION
FISHERIES DEPARTMENT
39015 172ND SE
AUBURN WA 98002

**STATE OF WASHINGTON CAPITOL
PROJECTS**
DEPARTMENT OF TRANSPORTATION
ATTEN:RAMIN PAZOOKI
P O BOX 330310 / MS 240
SEATTLE WA 98133-9710

CONCERNED NEIGHBORS OF WELLINGTON
FRED GREEN, PRES.
20624 86TH AVE SE
SNOHOMISH WA 98296

UPDATED 01/07

**LITTLE BEAR CREEK PROTECTIVE
ASSOCIATION**
GREG STEVPHENS, PRES.
21926 SR 9 SE
WOODINVILLE WA 98072

DEPARTMENT OF FISH & WILDLIFE
GINGER HOLSER
16018 MILL CREEK BLVD
MILL CREEK WA 98012

**KING CO WATER AND LANDS
RESOURCE DIVISION**
STEVE FOLEY, SENIOR ENGINEER
201 S JACKSON ST #600
SEATTLE WA 98104

WSDOT NORTHWEST REGION
KC AREA DEVELOPER SERVICES
P O BOX 330310 / MS 240
SEATTLE WA 98133

WASHINGTON DEPARTMENT OF ECOLOGY
NORTHWEST REGIONAL OFFICE
3190 160TH AVE SE
BELLEVUE WA 98008

KC WATERWASTE TREATMENT
MS SHIRLEY MARROQUIN,
ENV. PLANNING SUPERVISOR
201 S JACKSON ST
MS KSC-0505
SEATTLE WA 98104-3855

WOODINVILLE LIBRARY
17105 AVONDALE ROAD NE
WOODINVILLE WA 98072

PRESTON, GATES AND ELLIS
DENISE STIFFARM
925 4TH AVE #2900
SEATTLE WA 98104

KING COUNTY LIBRARY
KINGSGATE BRANCH
12315 NE 143RD ST
KIRKLAND WA 98034

DEPARTMENT OF CORRECTIONS
REBECCA BARNEY
P O BOX 41112
OLYMPIA WA 98504

NORTHSHORE SCHOOL DISTRICT
CAPITAL PROJECTS
22105 23RD RD SE
BOTHELL WA 98021

DEPARTMENT OF ECOLOGY
SEPA/GMA COORDINATOR
P O BOX 47600
OLYMPIA WA 98504

**INTERAGNECY COMMITTEE
ON OUTDOOR RECREATION**
LORINDA ANDERSON
P O BOX 40917
OLYMPIA WA 98504

SEATTLE CITY LIGHT
MR. JACK AQUINO
P O BOX 34023
SEATTLE WA 98124

WA DEPARTMENT OF FISH AND WILDLIFE
STEVE PENLAND
P O BOX 43155
OLYMPIA WA 98504

**SNOHOMISH COUNTY DEPARTMENT OF
PLANNING AND DEVELOPMENT SERVICES**
3000 ROCKEFELLER
EVERETT WA 98201

PARKS AND RECREATION COMMISSION
BILL KOSS
P O BOX 42650
OLYMPIA WA 98504

COMCAST
Diane Albright, Outside Plant Engineer -
Construction Coordinator
1525 - 75th St SW, Suite 200
Everett, WA 98203

DEPARTMERN OF NATURAL RESOURCES
ANNE SHARAR
P O BOX 47001
OLYMPIA WA98504

PSE
JOE JAINGA, MUNICIPALITY LIAISON MGR.
P O BOX 90868
BELLEVUE WA 98009

**DEPARTMERT OF SOCIAL & HEALTH
SERVICES**
ELIZABETH MCNAGNY
P O BOX 45848
OLYMPIA WA 98504

KING COUNTY - DDES
BARBARA HEAVEY
900 OAKSDALE AVE SW
RENTON WA 98055

PUGET SOUND WATER QUALITY
RRIET BEALE, ACTION TEAM
P O BOX 40900
OLYMPIA WA 98504

CROSS VALLEY WATER DISTRICT
8802 180TH ST SE
SNOHOMISH WA 98296

DEPARTMENT OF TRANSPORTATION
BILL WIEBE
P O BOX 47300
OLYMPIA WA 98504

NORTHSHORE UTILITY DISTRICT
6830 NE 185TH ST
BOTHHELL WA 98028

GROWTH MANAGEMENT SERVICES
REVIEW TEAM / CTED
P O BOX 42525
OLYMPIA WA 98504

WOODINVILLE WATER DISTRICT
P O BOX 1390
WOODINVILLE WA 98072

DEPARTMENT OF HEALTH DIVISION OF
DRINKING WATER
JOHN ADEN
P O BOX 47822
OLYMPIA WA 98504

PUGET SOUND REGIONAL COUNCIL
1011 WESTERN AVE, 500
SEATTLE WA 98104

THE WATERSHED COMPANY
750 SIXTH STREET SO
KIRKLAND WA 98033
UPDATED 01/07

OGDEN MURPHY WALLACE
ZACHARY LELL
1601 5TH AVE 2100
SEATTLE WA 98101

US EPA, REGION 10
1200 SIXTH AVE
SEATTLE WA 98101

STEVE MALONEY
P O BOX 1602
WOODINVILLE WA 98072

CITY OF BOTHELL
RESPONSIBLE SEPA OFFICIAL
18305 101ST AVE NE
BOTHHELL WA98011

DEPARTMENT OF ECOLOGY
SEPA REGISTRAR
ENVIROMENTAL REVIEW SECTION
P O BOX47703
OLYMPIA WA 98504

PSE
MARK OGGEL
P O BOX 97304, OBC11N
BELLEVUE WA 98009-9734

VERIZON NORTHWEST
MR JUSTIN FONTE
2312 WEST CASINO RD
EVERETT WA 98204
12/06 Returned no forwarding address

US FISH AND WILDLIFE SERVICE
911 NE 11TH AVE
PORTLAND, OR 98101

WA STATE OFFICE OF ARCHAEOLOGY &
HISTORIC PRESERVATION
P O BOX 48343
OLYMPIA WA 98504

WASHINGTON STATE PATROL
2803 156TH AVE SE
BELLEVUE WA 98007

MCCULLOUGH HILL, PS
G RICHARD HILL
701 5TH AVE, SUITE 7220
SEATTLE WA 98104

TRAIAD ASSOCIATES
12112 - 115TH AVE NE
KIRKLAND WA 98034

EARTH CONSULTANTS, INC
EARTH SOLUTIONS NW, LLC
2881 152ND AVE NE
REDMOND WA 98052

THE TRANSPO GROUP
11730 188TH AVE NE SUITE 600
KIRKLAND WA 98034
12/06 Returned no forwarding address

B-12 WETLAND CONSULTING
SEWALL WETLAND CONSULTING
1103 WEST MEEKER STREET #C
KENT, WA 98032

WEINMAN CONSULTING, LLC
9350 SE 68TH STREET
MERCER ISLAND WA

TETRA TECH, EC, INC
12100 NE 195TH STREET #200
BOTHHELL WA 98011

NELSON GEOTHECHNICAL ASSOCIATES
17311 135TH AVE #300
WOODINVILLE WA 98072

EXHIBIT 54
PAGE 20 OF 20

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J RICHARD ARAMBURU
COLLEGE BUILDING #209
505 MADISON ST
SEATTLE WA 98104

PERTEET ENGINEERING
2707 COLBY AVE #900
EVERETT WA 98201

CITY OF BOTHELL
WASIM KHAN, PE
TRANSPORATATION ENGINEER
9654 NE 182ND ST
BOTHELL WA 98011

CITY OF SPOKANE
GREG SMITH
HEARING EXAMINER
808 WEST SPOKANE FALLS BLVD
SPOKANE WA 99201