



LAND USE PERMIT APPLICATION
City of Woodinville

EXHIBIT 2
Page 1 of 26

Development Services Department
425-489-2754 • 17301 133rd Avenue NE • Woodinville, WA 98072
Desk Hours • Monday – Thursday 7:30am – 5:00pm • Friday 7:30am – 4:00pm

Project # SPA14001
SEPA # SEPI4023
Other # CAE14001

PROJECT NAME: MODI SHORT PLAT	PARCEL NUMBER: 0622100060		
PROJECT ADDRESS: 19400 136TH AVE NE, WOODINVILLE, WA 98072			
APPLICANT NAME: PRAKISH MODI	PROPERTY OWNER NAME: PRAKISH MODI		
APPLICANT MAILING ADDRESS: 14317 NE 186TH PLACE, WOODINVILLE, WA 98072	PROPERTY OWNER MAILING ADDRESS: 14317 NE 186TH PLACE, WOODINVILLE, WA 98072		
APPLICANT PHONE:	PROPERTY OWNER PHONE:		
APPLICANT EMAIL ADDRESS:	PROPERTY OWNER EMAIL ADDRESS:		
KEY CONTACT NAME: BEYLER CONSULTING	KEY CONTACT PHONE: 253.301.4157		
KEY CONTACT MAILING ADDRESS: 7602 BRIDGEPORT WAY, #3D, LAKEWOOD, WA 98499	KEY CONTACT EMAIL ADDRESS: landon@beylerconsulting.com		
PROJECT TYPE: <input type="checkbox"/> Check if consolidated review should be used			
<u>Type I</u> <input type="checkbox"/> Boundary Line Adjustment <input type="checkbox"/> Critical Area Determination <input type="checkbox"/> Design Review <input type="checkbox"/> Master Signage Plan <input type="checkbox"/> Shoreline Exemption <input type="checkbox"/> Portable Sign Variance <input type="checkbox"/> Temporary Use Permit	<u>Type II</u> <input type="checkbox"/> Administrative Interpretation <input type="checkbox"/> Binding Site Plan <input checked="" type="checkbox"/> Critical Area Alteration <input type="checkbox"/> Land Use Project Approval <input checked="" type="checkbox"/> Permits Requiring SEPA <input type="checkbox"/> Personal Wireless Service Facility <input checked="" type="checkbox"/> Short Subdivision <input type="checkbox"/> Shoreline Substantial Development	<u>Type III</u> <input type="checkbox"/> Conditional Use <input checked="" type="checkbox"/> Critical Area Exception <input type="checkbox"/> Reasonable Use Permit <input type="checkbox"/> Subdivision Modification <input type="checkbox"/> Shoreline Conditional Use <input type="checkbox"/> Shoreline Variance <input type="checkbox"/> Site-Specific Zoning Map Amendment <input type="checkbox"/> Special Use Permit <input type="checkbox"/> Preliminary Subdivision <input type="checkbox"/> Variance	<u>Type IV</u> <input type="checkbox"/> Final Subdivision <u>Type V</u> <input type="checkbox"/> Annexation <input type="checkbox"/> Area-Wide Zoning Map Amendment <input type="checkbox"/> Comprehensive Plan Amendment <input type="checkbox"/> Development Agreement <input type="checkbox"/> Development Regulation Amendment <input type="checkbox"/> Subdivision Vacation <input type="checkbox"/> Zoning Code Amendment
PROJECT DESCRIPTION: This project proposes to short plat a vacant parcel located within the city limits of Woodinville Washington. This project proposes 2 duplexes and a single family residential unit on 3 lots on the 1.63 acre property.			

I certify under penalty of perjury that the information furnished by me is true and correct to the best of my knowledge. I further agree to hold harmless the City of Woodinville as to any claim (including costs, expenses, and attorneys' fees incurred in investigation and defense of such claim), which may be made by any person, including the undersigned, and filed against the City of Woodinville, but only where such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information supplied to the City as a part of this application.

OWNER OWNER'S AGENT - Must sign in ink

RECEIVED
OCT 31 2014
CITY OF WOODINVILLE
DEVELOPMENT SERVICES

10/31/12

Owner's Policy of Title Insurance

American Land Title Association Owner's Policy 6-17-06



Policy Number A46014-OX-158447

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued through the Office of:
Old Republic Title, Ltd.
19020 33rd Avenue W., Suite 360
Lynnwood, WA 98036

Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, Minnesota 55401

Authorized Signatory

By

President

Attest

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10);
or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in Public Records that vests Title as shown in Schedule A.

Old Republic National Title Insurance Company
400 Second Avenue South Minneapolis, Minnesota 55401

SCHEDULE A

Policy No:	A46014-OX-158447	Amount of Insurance:	\$ 32,500.00
Order No:	5207113037	Premium:	\$ 440.00
Date of Policy:	June 19th, 2013 at 12:38:00 PM	Address Reference:	19400 136th Avenue Northeast Woodinville, WA 98072

1. Name of Insured:

PRAKASH MODI and SWETA KHETAN, husband and wife

2. The estate or interest in the Land that is insured by this policy is:

Fee

3. Title is vested in:

PRAKASH MODI and SWETA KHETAN, husband and wife

4. The Land referred to in this policy is described as follows:

Lot(s) 5, Block 2, BEARCREEK ADDITION TO DAY CITY, according to the plat thereof recorded in Volume 5 of Plats, page(s) 82, lying Westerly of State Highway 15, as conveyed to the State of Washington by deed recorded under Auditor's File No. 4856639.

SITUATE in the County of King, State of Washington.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Encroachments, or questions of location, boundary and/or area which an accurate survey may disclose.
2. Easements or claims of easements not disclosed by the public records.
3. Rights or claims of parties in possession not disclosed by the public records.
4. Any lien or right to lien for services, material, labor, and/or contributions to an employee benefit fund or State Workers' Compensation that is not disclosed by the public records.
5. Exceptions and reservations in United States patents, Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements and equitable servitudes. Water rights, claims or title to water.
6. Any service, installation or general connection charges for sewer, water, electricity, telephone, gas and/or garbage removal.
7. General taxes not now payable; special assessments and/or special levies, if any, that are not disclosed by the public records.
8. GENERAL TAXES, PLUS INTEREST AND PENALTY AFTER DELINQUENT; 1ST HALF DELINQUENT ON MAY 1; 2ND HALF DELINQUENT ON NOVEMBER 1:

Year	:	2013
Amount Billed	:	\$2,459.41
Amount Paid	:	\$1,229.71
Parcel No.	:	062210-0060-03
Levy Code	:	2505

Assessed Valuation

Land	:	\$183,000.00
Improvements	:	\$0.00

9. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Granted To : State of Washington
For : Slopes, cuts and fills
Recorded : [January 24, 1939 in Volume 1824 of Deeds, Pages 95-96 under Recording Number 3029149](#)
10. An easement for light and air over a portion of said land lying above a certain plane as provided in that certain agreement by and between State of Washington and Owners, and upon the terms, provisions and conditions contained therein
- Recorded : [December 9, 1957 in Volume 3741 of Deeds, Pages 504-505 under Recording Number 4856539](#)
11. Terms and provisions as contained in an instrument,
- Entitled : Temporary Construction Easement
Recorded : [April 8, 1985 in Official Records under Recording Number 8504080672](#)
12. Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or any portion thereof.
13. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of Bear Creek, if it is navigable.
14. Any easement for water course over that portion of said land lying within the banks of Bear Creek and any changes in the boundary lines of said land that have occurred or may hereafter occur from natural causes.

ENDORSEMENT

EXHIBIT 2
Attached Page 8 of 26
Policy No: A46014-OX-158447
Order No: 5207113037



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

The Company hereby assures the Insured that the Company will not deny liability under the policy or any endorsements issued therewith solely on the grounds that the policy and/or endorsement(s) were issued electronically and/or lack of signatures in accordance with Paragraph 15(c) of the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By

Validating Officer

By

President

Attest

Secretary

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or

effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
- To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of laws principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

LEGAL DESCRIPTION

Lot(s) 5, Block 2, BEARCREEK ADDITION TO DAY CITY, according to the plat thereof recorded in Volume 5 of Plats, page(s) 82, lying Westerly of State Highway 15, as conveyed to the State of Washington by deed recorded under Auditor's File No. 4856639.

SITUATE in the County of King, State of Washington.



WOODINVILLE WATER DISTRICT
17238 N.E. Woodinville-Duvall Road
P. O. Box 1390
Woodinville, Washington 98072-1390
(425) 487-4100
FAX (425) 485-6381

WATER AND SEWER AVAILABILITY REQUEST RESPONSE

(Note: These values are based on the information submitted with the application.
Connection Charges quoted are valid for 90 days from the date the response is issued.)

The appropriate boxes have been checked that apply to: Water Service Sewer Service

Service is available to the property described as: 19400 136th Ave NE;

Parcel Identification Number (PIN): 0022100060, subject to the following conditions:

N/A Completion of the water and/or sewer system under terms of a Developer Extension Agreement and payment of related fees (Admin. Deposit, Design Review, & Construction Inspection Deposit);

N/A Payment of Latecomer Charges

Water: \$ _____

Sewer: \$ _____

N/A Payment of LFC (Local Facility Charges)

Water: \$ _____

Sewer: \$ _____

N/A Meters required: (as necessary)

Domestic Irrigation *Fire (SDC Fee Waived)

Water Meter Connection Costs (per lot; applies to irrigation meters)

Meter Size	SDC	Set Fee	Full Set Deposit	Total	
				Set Fee per Lot	Full Set Fee per Lot
3/4"	\$3,408	\$340	\$2,000	\$3,748	\$5,408
1"	\$8,129	\$415	\$2,000	\$8,544	\$10,129
1.5"	\$17,040	-	\$2,000	\$19,040	\$19,040
2"	\$27,264	-	\$2,000	\$29,264	\$29,264
3"	\$59,226	-	\$2,000	\$61,226	\$61,226
4"	\$89,898	-	\$2,000	\$91,898	\$91,898
6"	\$182,928	-	\$2,000	\$184,928	\$184,928
8"	\$297,696	-	\$2,000	\$299,696	\$299,696

Sewer Connection Costs (per lot/building)

Use	SDC per RCE	Permit Fee
*Residential (SFR)	\$1,273	\$240
**Non-Residential	\$1,273	\$260

* Each SFR is the equivalent of one RCE

** The number of RCE's is determined by the Sewer Use Certification Form (Form 1058);
SDC is multiplied by the total number of RCE's determined by Form 1058

WATER AND SEWER AVAILABILITY REQUEST RESPONSE (Page 2)

(Note: These values are based on the information submitted with the application.
Connection Charges quoted are valid for 90 days from the date the response is issued.)

Cross-Connection:

The appropriate boxes have been checked that apply to backflow requirements:

(as necessary)

N/A DCVA RPBA DCDA (Fire Sprinkler Service Connection)

Standard details for the following assemblies can be found at www.woodinvillewater.com/engineering/

DCVA: Double Check Valve Assembly (See Standard Plan 21 or 22)

RPBA: Reduced Pressure Backflow Assembly (See Standard Plan 19 or 20)

DCDA: Double Check Detector Assembly (See Fire Sprinkler Service Connection, Standard Plan 25 & 25A)

**The District is required to protect the public water supply with premise isolation cross-connection control protection and by requiring the installation of approved air gaps or approved backflow prevention assemblies provided in resolution 3320. The District will test the backflow assemblies upon installation of the water meter and require that the property owner have the assemblies tested annually thereafter at the owner's expense, with results forwarded to the District.*

Auxiliary Water Sources:

The Woodinville Water District strictly prohibits interconnection of other water supplies with the District's distribution system. Auxiliary water supplies (private wells, piped irrigation sources, etc.) are a major cross-connection hazard and must be effectively isolated from the domestic water supply. A private well can be used for irrigation as long as the policies and requirements listed below are followed.

The Woodinville Water District's cross-connection policies and requirements for customers with private wells are:

- *No backflow protection is required if the source is verified to be permanently inactivated. In such cases, formal abandonment, in accordance with the requirements of the Department of Health, should be pursued by the owner.*
- *If the well remains active and the piping system is verified to be physically separated and permanently disconnected from the District's distribution main, an approved double-check valve assembly is required at the service connection in order to provide a measure of protection against inadvertent interconnection of the water supply.*
- *New services will be locked off until the Woodinville Water District verifies compliance. Visual inspection of the piping is required for premises retaining active well systems.*
- *All backflow prevention assemblies are subject to annual inspection and testing. The cost of an annual performance test and any required maintenance is the responsibility of the assembly owner.*

Contact Tim Cantwell at the Woodinville Water District, (425) 487-4125 for inspection and service restoration.

You are advised to contact the Water District if the conditions outlined in the original submittal for the Water Availability Certificate change during plan review with the City or County. Changes in project scope may affect the availability and/or requirements outlined in the original certificate.

Applicant: _____

Date: 5/6/14

-----District Review Signature-----

By: _____

Date: 4/30/14

Title: Senior Engineering Technician

No Action Required

Action Required; Please review form

CITY OF WOODINVILLE
17301 133 Ave NE
Woodinville WA 98072
425-489-2700

This certificate provides the
Building and Fire Departments
with information necessary for
permit approvals

QTR SW
SEC 3
TWP 26
RG E
Book E-3
Pg 3

CERTIFICATE OF WATER AVAILABILITY

Do not write in this box

Number	Name
<input type="checkbox"/> Building Permit	<input type="checkbox"/> Preliminary Plat of PUD
<input checked="" type="checkbox"/> Short Subdivision	<input type="checkbox"/> Rezone or other

APPLICANT'S NAME Prakash Modi

PROPOSED USE Short sub-division to build duplex homes

LOCATION 19400 136th Ave NE, Woodinville 98072 PIN: 062210-0060

(Attach map & legal description if necessary)

WATER PURVEYOR INFORMATION

1. a. Water will be provided by service connection only to an existing 8" water main 50 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) A developer extension agreement is required for this project that will necessitate an extension or refurbishment of the District's infrastructure.

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 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 57 feet from the building/property (or as marked on the attached map):

<u>Rate of Flow</u>	<u>Duration</u>
<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 checked="" type="checkbox"/> 1,000 gpm or more	<input checked="" type="checkbox"/> 2 hours or more
<input type="checkbox"/> calculation of _____ gpm (Commercial Building Permits require flow test or calculation)	
<input type="checkbox"/> Flow test of _____	

OR
b. Water system is not capable of providing fire flow.

5. a. Water system has certificates of water right or water right claims sufficient to provide service.

OR
b. Water system does not currently have necessary water rights or water right claims.

COMMENTS/CONDITIONS

I hereby certify that the above water agency information is true. This certification shall be valid for one year from the date of signature.

Woodinville Water District
Agency Name
General Manager
Title

Ken Howe
Signatory Name
[Signature]
Signature
Date 5-2-14

**ATTACHMENT TO
WOODINVILLE CERTIFICATE OF WATER AVAILABILITY
WOODINVILLE WATER DISTRICT**

The following terms and conditions apply to the Woodinville Certificate of Availability.

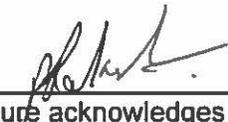
1. This Certificate of Water Availability is valid only for the real property referenced herein, which is in the District's service area, for the sole purpose of submission to the Woodinville Building and Land Department and/or the Seattle/King County Department of Public Health. This Certificate is 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.

4/28/14
Date



Signature acknowledges receipt and understanding of Water Availability Certificate and attachment.

CITY OF WOODINVILLE
17301 133 Ave NE
Woodinville WA 98072
425-489-2700

This certificate provides the
Building and Fire Departments
with information necessary for
permit approvals

QTR SW
SEC 3
TWP 20
RG 5
Book _____
Pg E-3

CERTIFICATE OF SEWER AVAILABILITY

Do not write in this box

Number _____	Name _____
--------------	------------

- Building Permit
- Short Subdivision
- Preliminary Plat of PUD
- Rezone or other _____

APPLICANT'S NAME Prakash Modi
PROPOSED USE Short subdivision to built duplex homes
LOCATION 19400 136th Ave NE, Woodinville 98072
P.I.N.#: 062210-0060

(Attach 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) 100 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 is required for this project that will necessitate an extension or refurbishment of the District's infrastructure.
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: SDC + permit fee per lot.
b. Easement(s): _____
c. Other: Developer Extension Agreement costs.

I hereby certify that the above sewer agency information is true. This certification shall be valid for one year from the date of signature.

Woodinville Water District
Agency Name
General Manager
Title

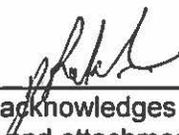
Ken Howe, P.E.
Signatory Name
5-2-14
Signatory Date

ATTACHMENT TO
WOODINVILLE CERTIFICATE OF SEWER AVAILABILITY
WOODINVILLE WATER DISTRICT

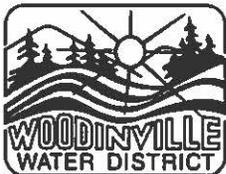
The following terms and conditions apply to the Woodinville Certificate of Availability.

1. This Certificate of Sewer 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 sewer 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 sewer system plan of the District and meeting the District's standards may require improvements to the District's sewer 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 sewer 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 sewer 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.

4/28/14
Date



Signature acknowledges receipt and understanding of Water Availability Certificate and attachment.



WOODINVILLE WATER DISTRICT

17238 NE Woodinville-Duvall Road
Woodinville, WA 98072
Phone: (425) 487-4100
www.woodinvillewater.com

WATER AND SEWER AVAILABILITY REQUEST APPLICATION

Date: 4/28/14 Grid 3W 3-26-5 Map Page E-3

Property Address: 19400 136th Ave NE, Woodinville 98072 PIN: 062210-0060

Property Owners Name: Prakash Modi

Who should we contact when the certificate is complete?

Name: Prakash Modi Phone: 508-410-7136

Mailing Address: 14317 NE 186th PL City: Woodinville

Fax: _____ Email Address: pmodi2002@hotmail.com

1. Relation of Applicant to property: (check one)

Property Owner Owner Representative Other (specify): _____

2. Certificate Status:

New Certificate Certificate Renewal

2. Is your request for: (Check One)

Sewer Water Both

3. Does the property have water service currently?

Yes (metered) Yes (Well) No
If "yes", is there a backflow assembly located behind the meter? Yes No

4. Will the building require a fire sprinkler system?

Yes No Don't know

5. Reason for request: (Check One)

Existing single family lot has/needs (check those that apply):
 Failing Septic Addition or Remodel (total sq. ft. after remodel _____ s.f.)
 Septic Design Failing Well
 Other (specify): _____

New Construction on existing lot is: (Check One)

Single Family, Duplex Mother-in-Law Other (specify): _____
(All structures with separate foundations require separate meters)

Square Footage of Home: _____ s.f.

Proposed Development is: (Check One)

Commercial Multi-Family (# of units _____) Industrial

Plat - # of Lots 7 Short Plat - # of Lots 3

Other (specify _____)

6. Please provide a sketch showing the distance to the house from each property line. You may attach a site plan or use the designated space below. The distances can be approximate, but be as accurate as possible.

Please see attachment (short plat)

Date: 4/28/14

Applicant Signature: *Prakash*

Print Name: Prakash Modi

(To be filled out by District staff upon receipt)

PAID
WOODINVILLE WATER DIST
MAY 06 2014
Amount: \$80.00
Check No.: _____
By: *Stacy*
Receipt No.: 15850

Date: 4/30/14

Reviewed By: *Neil Kogstner*

Taken in by: *Stacy*

Date Received: 4/28/14

Time of Day: 8:30

Contacted for Pickup:

Date: _____

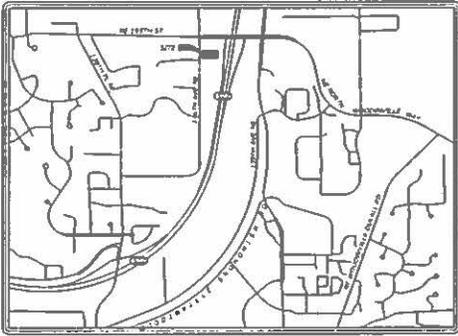
By: _____

A PORTION OF SECTION 3, TOWNSHIP 26 N., RANGE 5 E., W.M.

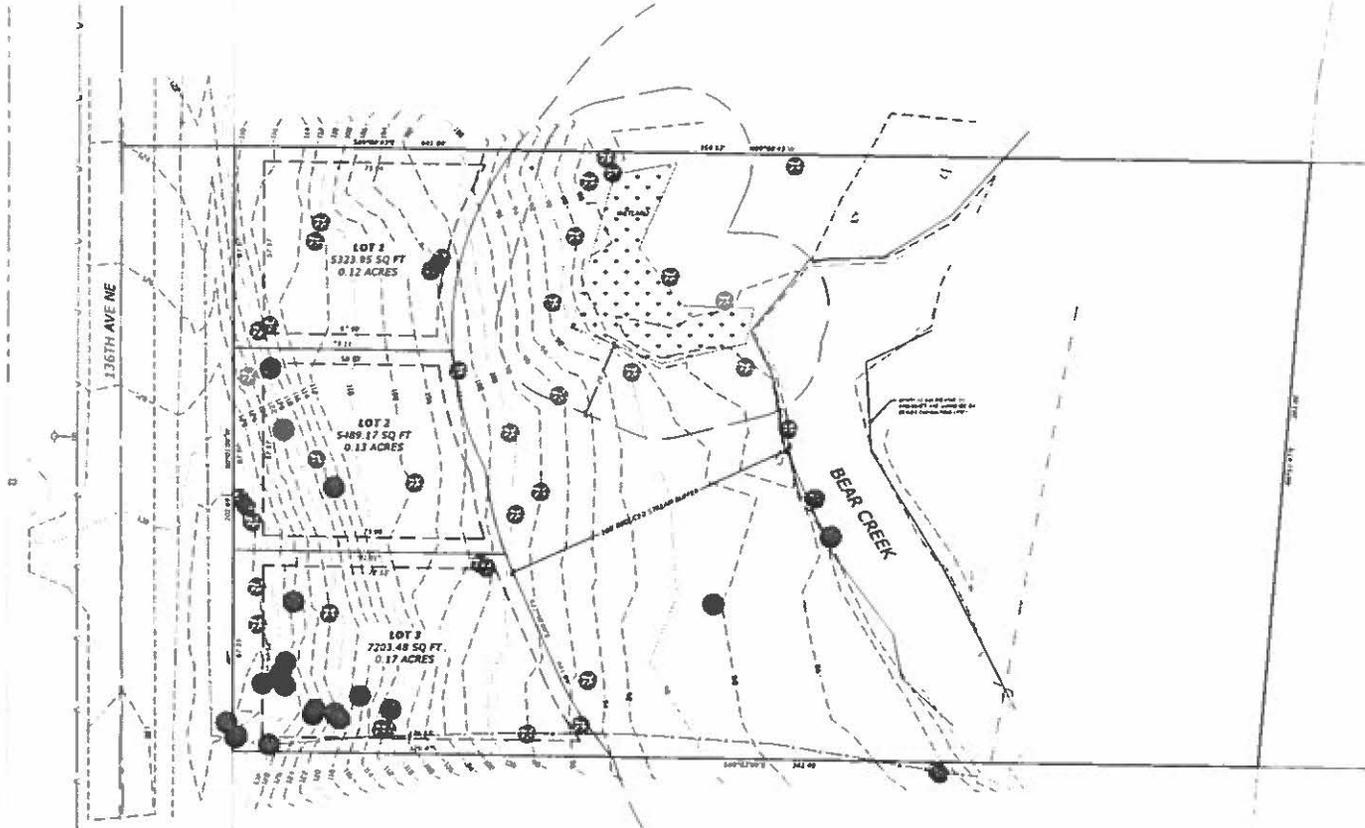
MODI SHORT PLAT

CITY OF WOODINVILLE, WA

PARCEL #0622100060



VICINITY MAP
N.T.S.



SITE DATA	
PARCEL NUMBER	0622100060
SITE ADDRESS	13600 136TH AVE NE WOODINVILLE, WA 98072
SITE AREA	71,191 SF (1.63 ACRES) (SUBJECT)
SUBMERGED AREA	7,617 SF
NET LOT AREA	63,574 SF (1.45 ACRES)
CRITICAL AREA	53,088 SF (1.21 ACRES)
BUILDABLE AREA	16,017 SF
ZONING	R6 (RESIDENTIAL 6)
MAX LOTS	1.026=6.12
SETBACKS	
FRONT	10' (NO GARAGE)
BACK	5'
SIDEYARD	5'
DENSITY CALCULATIONS	
P/R WAC 21.12.030	MINIMUM DENSITY 7 LOTS (75% OF MAX)
P/R WAC 21.12.040	CRITICAL AREA & BUFFER: 75%
	% MINIMUM DENSITY 6.4
	MIN LOTS 3 LOTS
P/R WAC 21.24.005	BUILDABLE AREA - 50% CRITICAL AREA: 1.02 ACRES
	MAX NUMBER OF LOTS: 6 (DENSITY 62 ACRES)=6 LOTS
MINIMUM LOT SIZE:	5,000 SF
MINIMUM FRONTAGE:	50 FT
MAX IMPERVIOUS:	70%

PROJECT INFO	
CONTACT INFO:	OWNER:
BEYLER CONSULTING	BEYLER CONSULTING
2700 BUCKLEPORT WAY # 210	2700 BUCKLEPORT WAY # 210
LAKEWOOD, WA 98049	LAKEWOOD, WA 98049
TEL: 253-391-4157	TEL: 253-391-4157
PREPARED BY:	DATE:
BEYLER CONSULTING	11/15/2014
2700 BUCKLEPORT WAY # 210	
LAKEWOOD, WA 98049	
TEL: 253-391-4157	

NO.	DESCRIPTION	SHEET	DATE

LOT 3-11
 11/15/2014
 253-391-4157
 beylerconsulting.com
 Project: 136th Ave NE # 210
 Prepared by: M. S. S. S.
 Checked by: M. S. S. S.
 Date: 11/15/2014

BEYLER
Plan, Design, Manage

SITE PLAN

MODI SHORT PLAT

WASHINGTON
DATE: 11/15/2014
SCALE: 1" = 20'
SHEET: 1 OF 1

PRELIMINARY

CITY OF WOODINVILLE, WA
CHECKED BY: M. S. S. S.
DATE: 11/15/2014

13-177

JOB NUMBER
13-177

SHEET 1 OF 1
PP1

NORTHSHORE SCHOOL DISTRICT'S PRELIMINARY CERTIFICATION

Instructions: 1. It is the applicant's responsibility to have this form filled out by the school district. The contact at the Northshore School District is:

Sandy Calissendorff
Capital Projects
Northshore School District
22105 23 Drive SE
Bothell, WA 98021
425-408-7851
scalissendorff@nsd.org

2. Once the form is completed by the school district, submit this form with your application to the City of Woodinville Development Services Department

This certificate provides Development Services Department with information necessary to evaluate development proposals.

Applicant to Fill Out

APPLICANT NAME: Prakish Modi

PROJECT DESCRIPTION: 3 Lot Short plat for 3 duplexes, Total 6 units

PROJECT LOCATION: 19400 136th Ave NE, Woodinville, WA 98072

School District to Fill Out

Please respond to the following questions to assist the City's evaluation of the proposed residential project. Any additional comments may be added in the space provided below.

1. The City must evaluate this proposal pursuant to adopted subdivision codes and RCW 58.17 which requires that appropriate provisions be made for schools, school grounds, and sidewalks and other planning features that assure safe walking conditions for students who walk to and from school. Please respond to the following:
 - a. Chapter 22.20 WMC provides for the collection of impact fees to be determined and assessed at the time of building permit application. These fees are intended to mitigate the impacts of additional residential dwelling units on school system capacity. If there exist unique circumstances of this proposal which necessitate and justify additional mitigation measures exceeding the value of expected impact fees, please describe:

Unique circumstances: _____

Additional mitigation: _____

If the above response is positive, the City will require that the developer contact the School District with regard to an acceptable mitigation agreement. Otherwise, the City will accept this statement as certification of the School District's acceptance of impact fees in accordance with Chapter 22.20 WMC as full and complete school impact mitigation.

- b. Please complete the following table for all applicable schools:

	Elementary	Junior High/Middle	High
School children in the project will attend the following schools:	Woodin	Leota	Woodinville
Will children walk to school?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Will children walk to bus stop?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Will buses pick up children within/adjacent to this project?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Bus Stop Locations (if applicable)	NA	Woodin Elementary	NA

2. Please provide any additional comments or describe additional requirements in order to make appropriate provisions for school facilities and safe walking conditions in the space provided below.

Safe walking paths to schools and bus stops are essential for our students. Raised sidewalks are considered our standard of safe pathways for students walking to the bus stop/school and home. Current bus stop information can be found through Transportation's website at www.nsd.org/nsdtransportation and is subject to change. Each walk path assessment is on a case by case basis; this response only applies to this plat for the current school year.

Information provided by:

Northshore School District
School District Name

425-408-7916
Contact Telephone #

3336 Monte Villa Prkwy
Mailing Address

Bothell, WA
City/State/Zip

Susan Rembold Transportation
Signatory Name & Title (Print)

[Handwritten Signature]
Signature

srembold@nsdiorc.org
Contact Email