

RESTRICTIONS AND COVENANTS

1. A TEN FEET WIDE PUBLIC UTILITY EASEMENT IS GRANTED ACROSS THE NORTH 10 FEET OF LOT 2, THE NORTH 1/4 EAST 10 FEET OF LOT 3, THE EAST 10 FEET OF LOT 4, THE NORTHEAST 10 FEET OF LOT 5, THE NORTH 10 FEET OF LOT 6, THE WEST 10 FEET OF LOT 7 AND THE WEST 10 FEET OF LOT 8 OF THIS SUBDIVISION.
2. THE LANDSCAPING IN TRACT A, IS TO BE PLANTED AND MAINTAINED BY THE OWNER AS ALL LOTS OF THIS SUBDIVISION.
3. ALL OWNERS OF LOTS IN THIS PLAT SHALL PROVIDE FOR THE MAINTENANCE AND REPAIR OF ALL COMMONLY OWNED FACILITIES SUCH AS SIDEWALKS, THE PRIVATE ROAD, DRAINAGE DETENTION AND CONVEYANCE SYSTEM, AND LANDSCAPING AS INSTALLED AS A PART OF THIS SUBDIVISION.
4. ALL NEW RESIDENCES CONSTRUCTED IN THIS PLAT SHALL INSTALL A FIRE SPRINKLER, DESIGNATED IN ACCORDANCE WITH STANDARD NFPA 130.
5. TRACT A IS OWNED WITH AN UNDIVIDED INTEREST BETWEEN LOTS IN THIS SUBDIVISION.
6. ANY FURTHER SUBDIVISION OR ADJUSTMENT TO THE LOT LINES WITHIN THIS SUBDIVISION MUST USE ALL LOTS OF THIS SUBDIVISION FOR CALCULATING OF THE DENSITY AND DIMENSIONAL REQUIREMENT FOR CITY OF SHORELINE ZONING CODE.
7. RUN-OFF PROTECTION. ALL BUILDING DOWN SPOUTS, FOOTING DRAINS AND ALL IMPERVIOUS SURFACES SUCH DRIVEWAYS TO BE CONNECTED TO THE PERMANENT STORM DRAINAGE OUTLETS AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS UNDER PERMIT NUMBER 2000-1834.
8. ALL LOTS IN THIS SUBDIVISION TO PROVIDE A MINIMUM OF FOUR PARKING SPACES (2 COVERED, 2 UNCOVERED).
9. THE PRIVATE STREET OF NE 153rd STREET TO BE SIGNED WITH NO PARKING SIGN. APPROPRIATE ENFORCEMENT IS THE RESPONSIBILITY OF ALL PROPERTY OWNERS IN THIS PLAT.
10. THE PUBLIC DRAINAGE UTILITY AND ACCESS EASEMENT AS SHOWN ON THE FACE OF THE PLAT IS FOR THE PURPOSES OF CONVEYING, STORING, WANGING AND FACILITATING STORM AND SURFACE WATER. THIS EASEMENT GRANTS THE RIGHT FOR CITY OF SHORELINE OR THEIR ASSIGNS, TO REASONABLY ENTER AND DRAINAGE EASEMENT FOR THE DRAINAGE OPERATIONS MAINTAINING AND REPAIRING THE DRAINAGE UTILITY AND FACILITIES. DEVELOPMENT SERVICES MUST BE OBTAINED PRIOR TO FILLING, PIPING, CUTTING, REMOVING OR SUBSTANTIALLY MODIFYING OR ALTERING THE INTENDED USE OF THE DRAINAGE FACILITY CONTAINED WITHIN THE EASEMENT ABOVE DESCRIBED, EXCEPT FOR SEASONAL, ROUTINE LANDSCAPE MAINTENANCE.

TREE PROTECTION RESTRICTIONS

1. ALL TREES AND VEGETATION IN THE 30 FEET WIDE TREE AND LANDSCAPING AREA AS SHOWN ON THE FACE OF THE PLAT SHALL BE RETAINED. REMOVAL OF DANGEROUS TREES AND VEGETATION ENHANCEMENT OF THIS AREA MAY OCCUR WITH APPROVAL OF THE CITY OF SHORELINE.
2. ALL CLEARING AND GRADING TO FOLLOW THE APPROVED CLEARING AND GRADING PLAN ON FILE WITH THE CITY OF SHORELINE.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTENT OF THE PLAT PARALLEL WITH AND ADJOINING THE INTERESTS OF ALL LOTS AS SHOWN HEREON, IN WHICH TO INSTALL, MAINTAIN, CONSTRUCT, REPAIR, OPERATE AND MAINTAIN UNDERGROUND DISTRIBUTION SYSTEMS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION, AND OTHER PROPERTY, WITH ELECTRIC, TELEPHONE, TELEVISION CABLE, DRAINAGE AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEVISION, TELEPHONE, OR CABLE, TELEVISION, FIRE OR POLICE SIGNALS, OR FOR OTHER PURPOSES, SHALL BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

SURVEY NOTE

1. THIS FIELD TRAVERSE SURVEY WAS PERFORMED WITH A 6-SECOND THEODOLITE AND ELECTRONIC MEASURING UNIT. ACCURACY STANDARD IS WAS 332-130-080.

LEGAL DESCRIPTION

LOTS 10 AND 11, BLOCK 18, PARAMOUNT PARK DIVISION NO. 2, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 28 OF PLATS, PAGE 561, KING COUNTY, WASHINGTON.

SUBJECT TO: ANY AND ALL EASEMENTS, RESTORATIONS, RESERVATION, RIGHTS OF WAY AND ZONING ORDINANCES, IF ANY, ENFORCEABLE IN LAW AND EQUITY.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

SECTION 17, T.26N., R.4E., W.M. CITY OF SHORELINE KING COUNTY, WASHINGTON

DECLARATION OF COVENANT ASSOCIATED WITH DEVELOPMENT OF DETENTION FACILITY

1. DRAINAGE EASEMENTS AS SHOWN ON FACE OF PLAT ARE DEDICATED TO CITY OF SHORELINE FOR ACCESS TO INSPECT, MAINTAIN OR REPAIR THE FACILITIES IN CONFORMANCE WITH CITY OF SHORELINE CODE.
2. IF CITY OF SHORELINE DETERMINES THAT MAINTENANCE OR REPAIR WORK IS REQUIRED TO BE DONE TO THE PRIVATE DETENTION FACILITY EXISTING ON THE ABOVE DESCRIBED PROPERTY, THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS SHALL GIVE THE OWNERS OF THE PROPERTY WITHIN WHICH THE DRAINAGE FACILITY IS LOCATED, THE PERSON RESPONSIBLE FOR MAINTENANCE OF THE FACILITY, OR OTHER PERSON OR AGENT IN CONTROL OF SAID PROPERTY NOTICE OF THE SPECIFIC MAINTENANCE AND/OR REPAIR REQUIRED. THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS SHALL SET A REASONABLE TIME IN WHICH SUCH WORK IS TO BE COMPLETED BY THE TITLEHOLDERS WHO ARE NOTIFIED. IF THE ABOVE REQUIRED MAINTENANCE AND/OR REPAIR WORK IS NOT COMPLETED WITHIN THE TIME SET BY THE DIRECTOR, THE CITY MAY PERFORM THE REQUIRED MAINTENANCE AND/OR REPAIR. WRITTEN NOTICE WILL BE SENT TO THE TITLEHOLDERS AND THE COUNTY'S INTENTION TO REPAIR SUCH MAINTENANCE. MAINTENANCE WORK WILL NOT COMMENCE UNTIL AT LEAST SEVEN DAYS AFTER SUCH NOTICE IS MAILED.
3. IF AT ANY TIME CITY OF SHORELINE REASONABLY DETERMINES THAT ANY EXISTING RETENTION/DETENTION SYSTEM CREATES ANY OF THE CONDITIONS LISTED IN SHORELINE CODE AND HEREIN INCORPORATED BY REFERENCE, THE DIRECTOR MAY TAKE MEASURES SPECIFIED HEREIN.
4. THE TITLEHOLDERS SHALL ASSUME ALL RESPONSIBILITY FOR THE COST OF ANY MAINTENANCE AND/OR REPAIR TO THE RETENTION/DETENTION FACILITY. SUCH RESPONSIBILITY SHALL INCLUDE REIMBURSEMENT TO THE CITY WITHIN 30 DAYS OF THE RECEIPT OF THE INVOICE FOR ANY SUCH WORK PERFORMED. OVERDUE PAYMENTS WILL REQUIRE PAYMENT OF INTEREST AT THE CURRENT LEGAL RATE FOR LIQUIDATED JUDGMENTS. IF LEGAL ACTION ENSUES, ANY COSTS OR FEES INCURRED BY THE CITY WILL BE BORNE BY THE PARTIES RESPONSIBLE FOR SAID REIMBURSEMENTS.

THIS COVENANT BENEFITS ALL CITIZENS OF CITY OF SHORELINE, TOUCHES AND CONCERNS OF LAND AND SHALL RUN WITH LAND AND SHALL BE BINDING ON ALL HEIRS, SUCCESSORS AND ASSIGNS.

THESE COVENANTS ARE INTENDED TO PROTECT ALL THE VALUE AND DESIRABILITY OF THE REAL PROPERTY DESCRIBED ABOVE, AND TO BENEFIT ALL THE CITIZENS OF CITY OF SHORELINE. THEY SHALL RUN WITH THE LAND AND BE BINDING ON ALL PARTIES, AND THEIR SUCCESSORS ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY OR ANY PART THEREOF, AS WELL AS THEIR HEIRS, SUCCESSORS AND ASSIGNS. THEY SHALL INSURE TO THE BENEFIT OF EACH PRESENT OR FUTURE SUCCESSOR IN INTEREST OF SAID PROPERTY AND TO THE BENEFIT OF OR INTEREST THEREIN, AND TO THE BENEFIT OF ALL CITIZENS OF CITY OF SHORELINE.

ADDRESSES

ADDRESSES ARE AS FOLLOWS:

PRIVATE STREET AS NE 153rd COURT
LOT ONE IS 18240 10TH AVENUE NE (CHANGED FROM 18420 10TH AVENUE)
LOT TWO IS 18250 10TH AVENUE NE (CHANGED FROM 18440 10TH AVENUE)
LOT THREE IS 1009 NE 153rd COURT
LOT FOUR IS 1009 NE 153rd COURT
LOT FIVE IS 1015 NE 153rd COURT
LOT SIX IS 1021 NE 153rd COURT
LOT SEVEN IS 1023 NE 153rd COURT
LOT EIGHT IS 1024 NE 153rd COURT
LOT NINE IS 1020 NE 153rd COURT



IN THE NE 1/4 SE 1/4, SECTION 17, T26N, R4E, W

EMERALD LAND SURVEYING, INC.

PO BOX 13694

MILL CREEK, WA 98002 (425) 359-7168

**SECTION 17, T.26N., R.4E., W.M.
CITY OF SHORELINE
KING COUNTY, WASHINGTON**

DEVELOPMENT CONDITIONS

1. A REPRESENTATIVE OF GEOTECH CONSULTANTS, INC., OR ANOTHER QUALIFIED GEOTECHNICAL CONSULTANT SHALL OBSERVE THE FOOTING EXCAVATIONS DURING CONSTRUCTION TO VERIFY THAT SUITABLE SOIL IS EXPOSED. A WRITTEN REPORT WITH THEIR FINDINGS AND RECOMMENDATIONS TO THE CITY OF SHORELINE DURING CONSTRUCTION.
2. THE STEEP SLOPE LOCATED IN THE NORTHWEST CORNER OF LOT 6 BE RESEDED TO AN INCLINATION OF NO STEEPER THAN 2:1 VERTICAL FOR APPROPRIATE LONG-TERM STABILITY.
3. ALL BARE AREAS SHOULD BE REVEGETATED OR MULCHED WITH STRAW OR EQUIVALENT TO REDUCE EROSION UNTIL PERMANENT LANDSCAPING AND VEGETATION ARE IN PLACE.
4. A SILT FENCE SHOULD BE ERRECTED ALONG THE DOWNSLOPE SIDES OF THE DEVELOPMENT AREA.
5. THE STORM DRAINAGE SYSTEM FOR THE PROPOSED STREET SHOULD BE INSTALLED AND FUNCTIONAL EARLY IN THE DEVELOPMENT PROCESS.
6. NO FILL OR DEBRIS FROM THE CLEARING OR EXCAVATION SHOULD BE PLACED ON THE DOWNSLOPE SIDES OF THE HOUSED, UNLESS PROPERTY RETAINED BY AN ENGINEERED WALL.
7. TEMPORARY SLOPES CANNOT BE EXCAVATED AT A GRADE FOR MORE THAN 1:1.
8. ALL PERMANENT CUTS INTO NATIVE SOIL SHOULD BE INCLUDED NO STEEPER THAN 2:1.
9. WATER SHOULD NOT BE ALLOWED TO FLOW UNCONTROLLED OVER THE TOP OF ANY SLOPE.
10. ALL PERMANENTLY EXPOSED SLOPES SHOULD BE SEEDED WITH AN APPROPRIATE SPECIES OF VEGETATION TO REDUCE EROSION AND IMPROVE THE STABILITY OF THE SURFICIAL LAYER OF SOIL.

NOTES

1. A ROAD STANDARD VARIANCE FOR TURN AROUND SIZE WAS GRANTED IN THE APPROVAL OF THIS SUBDIVISION.
2. A SECURITY BOND HAS BEEN PLACED WITH THE CITY OF SEATTLE FOR THE INSTALLATION OF A NEW WATER MAIN, UNDER PROJECT NUMBER
3. A FINANCIAL SECURITY HAS BEEN SECURED TO GUARANTEE THE SITE STABILIZATION, INSTALLATION OF COMMON LANDSCAPING.
4. THE PRELIMINARY APPROVAL DATE OF THIS APPLICATION WAS JANUARY 25, 1999.

EASEMENT (Overhead and Underground)

THIS EASEMENT GRANTS to the City of Seattle (hereafter referred to as Grantee), its successors and assigns, the right, privilege and authority to install, construct, erect, alter, improve, repair, energize, operate and maintain electric overhead and underground distribution facilities at depths not exceeding 15 feet, which consist of poles with cross-arms, guys and anchors, cross-arms, transformers, ducts, vaults, manholes, cabinets, containers, conduits, wires and other necessary or convenient appurtenances to make said underground and overhead installations and integrated electric system. All such electric system is to be located across, over, upon and under the following described lands and premises situated in the County of King, State of Washington, to wit:

Tract A as shown on the face of the plat.

Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from said lands across adjacent lands abutting the described easement area for the purposes of installing, constructing, reconstructing, repairing, renewing, altering, changing, patrolling, energizing, and spacing said electric system, and the right at any time to remove all or any part of said electric system from said lands.

Also the right to the Grantee, its successors, and assigns, at all times to cut and trim brush, trees or other plants standing or growing upon said lands or adjacent lands which, in the opinion of the Grantee, interfere with the maintenance or operation of the system, or constitute a menace or danger to said electric system.

It is further covenanted and agreed that no structure or fire hazards will be erected or permitted within the above described easement area without prior written approval from the Grantee, its successors and assigns; that no digging will be done or permitted within the easement area which will in any manner disturb the facilities or their solidity or unearth any portion thereof; and that no blasting or discharge of any explosives will be permitted within fifty (50) feet of said lines and appurtenances.

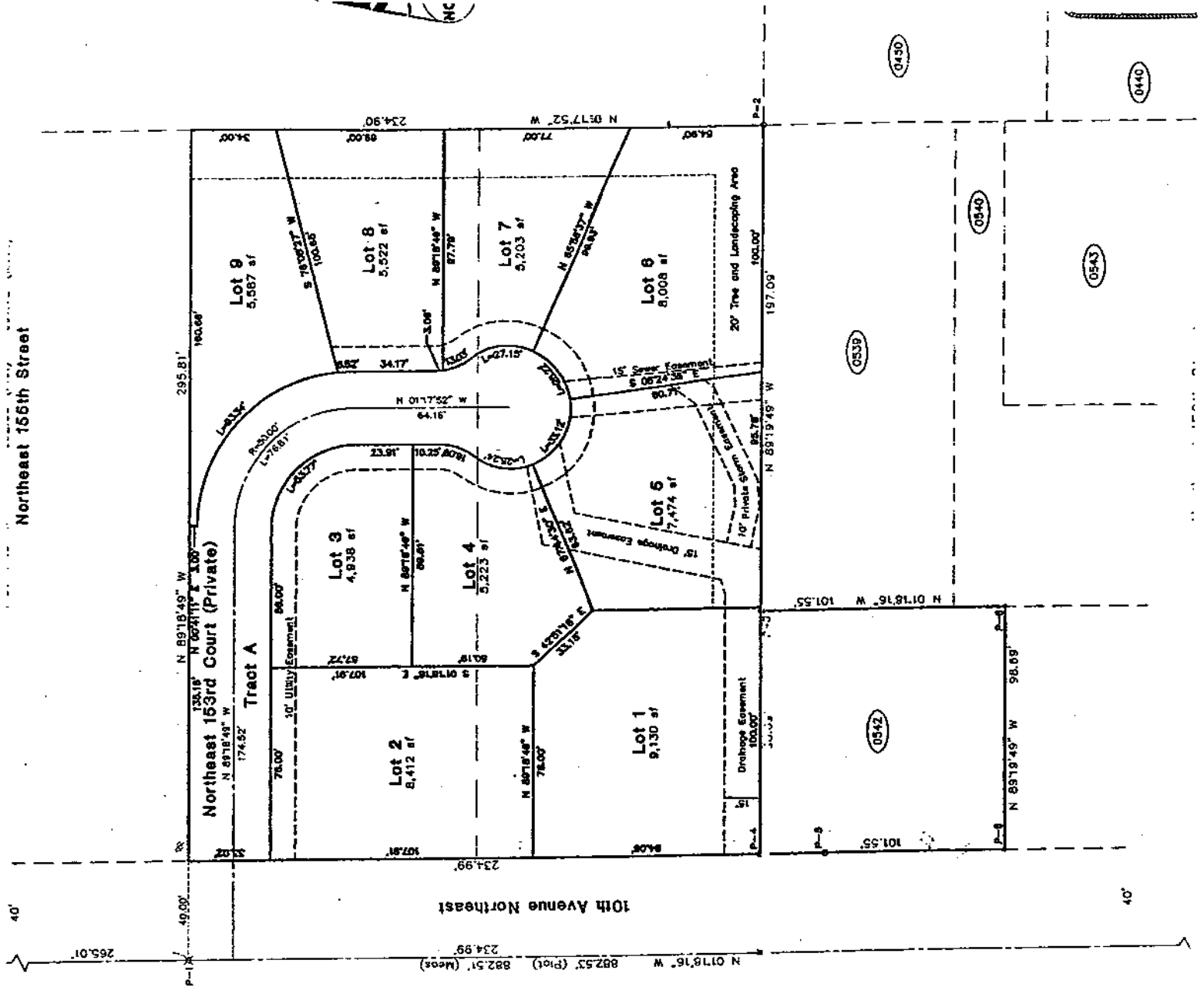
The City of Seattle is to be responsible, as provided by law, for any damage through their negligence in the construction, maintenance, and operation of said electric and/or other utility systems across, over, upon, and under the property granted in this easement or adjacent land thereto.

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors, assigns and other utilities shall permanently remove said poles, wires and appurtenances from said lands or shall otherwise permanently abandon said electric and other utility systems, at which time all such rights, title, privileges and authority hereby granted shall terminate.



IN THE NE 1/4 SE 1/4, SECTION 17, T26N, R4E,

EVERALD LAND SURVEYING, INC.
PO BOX 13898
MILL CREEK, WA 98082 (425) 359-7188



ATTACHMENT B:

ENGINEERING PLANS

COIS TO AND 17, BLOCK 18,
PARADISE PARK DIV, MO 2,
ACCORDING TO THE PLAT SHEET.
RECORDED IN VOLUME 28 OF PLATS,
PAGE 50, KING COUNTY, WASHINGTON

[illegible]

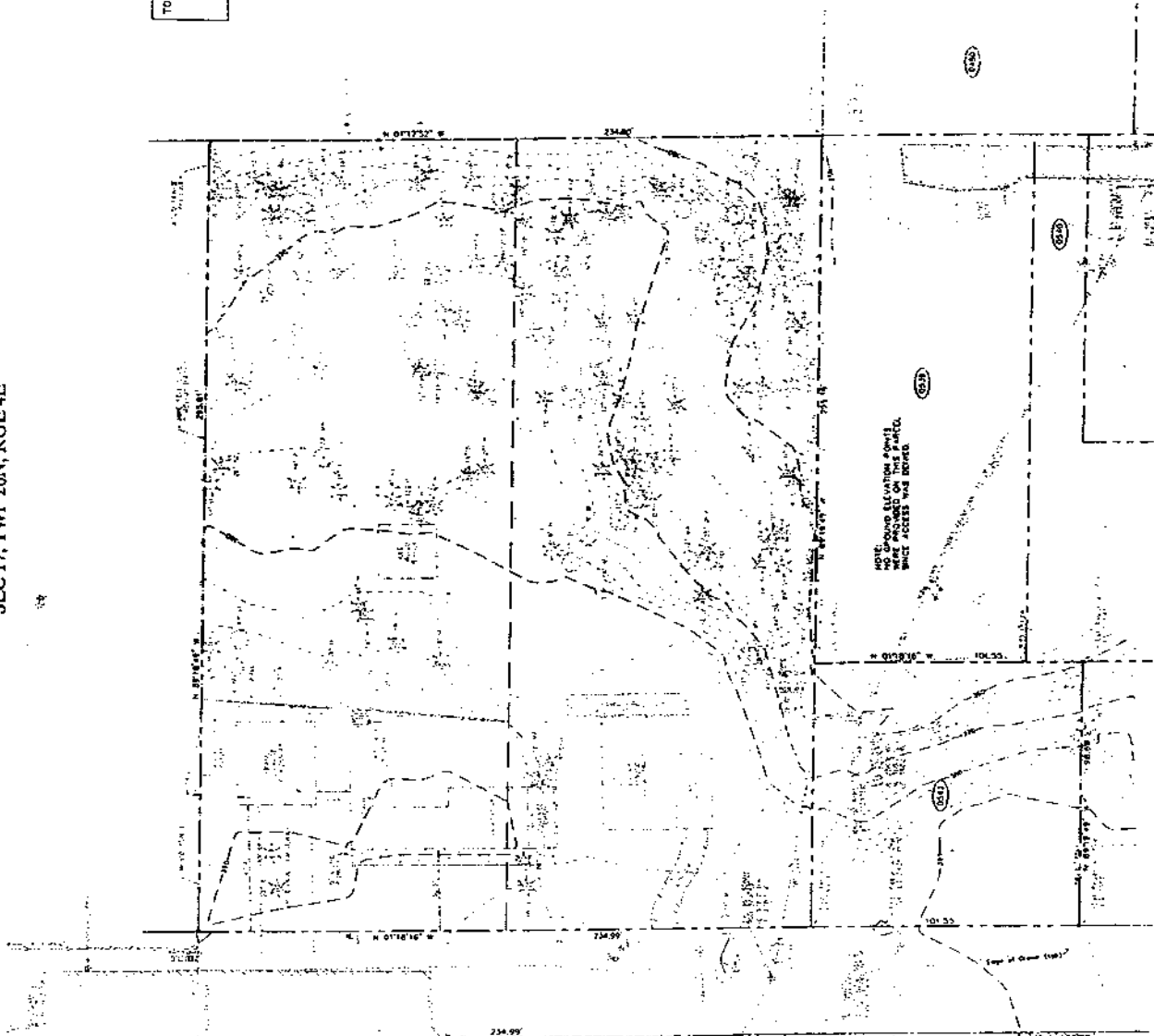
APPROXIMATE POINT ACCURACY 900'S
LARGEST VOLUME OF EXCEEDS STATE
STANDARD PER MILE 227-130-080

THE INFORMATION SHOWN ON THIS MAP REPRESENTS THE RESULTS OF A SURVEY MADE ON THE INDICATED DATE AND CAN ONLY BE CONSIDERED AS THE GENERAL LATEST CONDITION AT THAT TIME

VERTICAL QUANTUM - NOV. 1929
OUTLINE INTERVAL - 5 FEET
TERRACE TOPOGRAPHIC AND BOUNDARY
DATA RECORDED BY LARRY STROPPS

882.55' (P1A1) - 101A
 882.51' (M1A2) - 107A

NOTE:
NO GROUND ELEVATION POINTS
WERE PROVIDED ON THIS PLAT.



<p>ENGINE & ASSOCIATES LAND SURVEYING 14407 8250 24th ST. E. MINNEAPOLIS, MN. PH. (402) 331-2118</p>	<p>SURVEY NO. 172, S.E. 1/4, SEC. 17, T. 24N., R. 10E.</p>
<p>TOPOGRAPHIC SURVEY</p>	<p>C.C.A. 3245 W. 12800 ST SOUTHDALE, MN 55125</p>

SDS
SITE DEVELOPMENT SERVICES
310 PEARL ST. SE
BIRMINGHAM, AL 35202
(205) 481-9987
423-405-1198 (FAX)

PARAMOUNT PLAT

Call: 6/9/00

TOPOGRAPHIC SURVEY

1243 PM 12/20/71
RECEIVED
COMMUNICATIONS SECTION, WFO

2 of 8



9116 DEVERGENT STREET
 310 208PM 11 51
 0010212 WA 90112
 (475) 482-2587
 (475) 483-2193 (fax)

ENDING 03 03 0150 IN 00/02/0
THIS MONTH 00 00 0100 IN 00/01/0

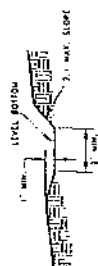
PARAMOUNT PLAT

DATE 8/5/00	OFFICE OF THE DIRECTOR
STATE OF NEW YORK	ALBANY

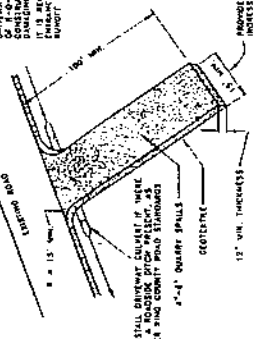
COMPOSITE PLAN

RELATIVE COMPOSITIONS, 1963
2+3 NE 152nd Y,
MONTANA, USA

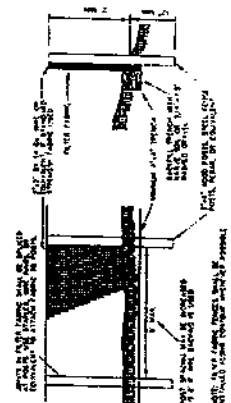
3 of 8



CROSS
TRANS
TRANS
20 COPS
10 BUS
9 COPS



CONSTRUCTION ENTRANCE



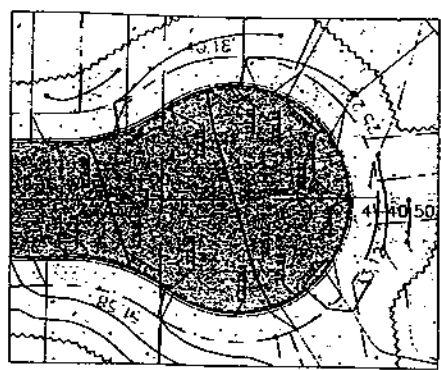
SILT FENCE

EARTHWORK QUANTITIES:

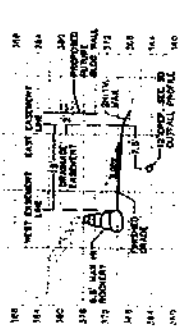
- [illegible]

AS PER KING COUNTY ROAD STANDARDS, DRAINWAYS SHALL BE PAVED TO THE TOPS OF 8-0" PROBE TO INSTALLATION OF THE CONSTRUCTION ENTRANCE TO AVOID DAMAGING OF THE HIGHWAY.

IT IS RECOMMENDED THAT THE EMBANKMENT BE CROWNED AS THE



CUL-DE-SAC GRADING
DETAIL

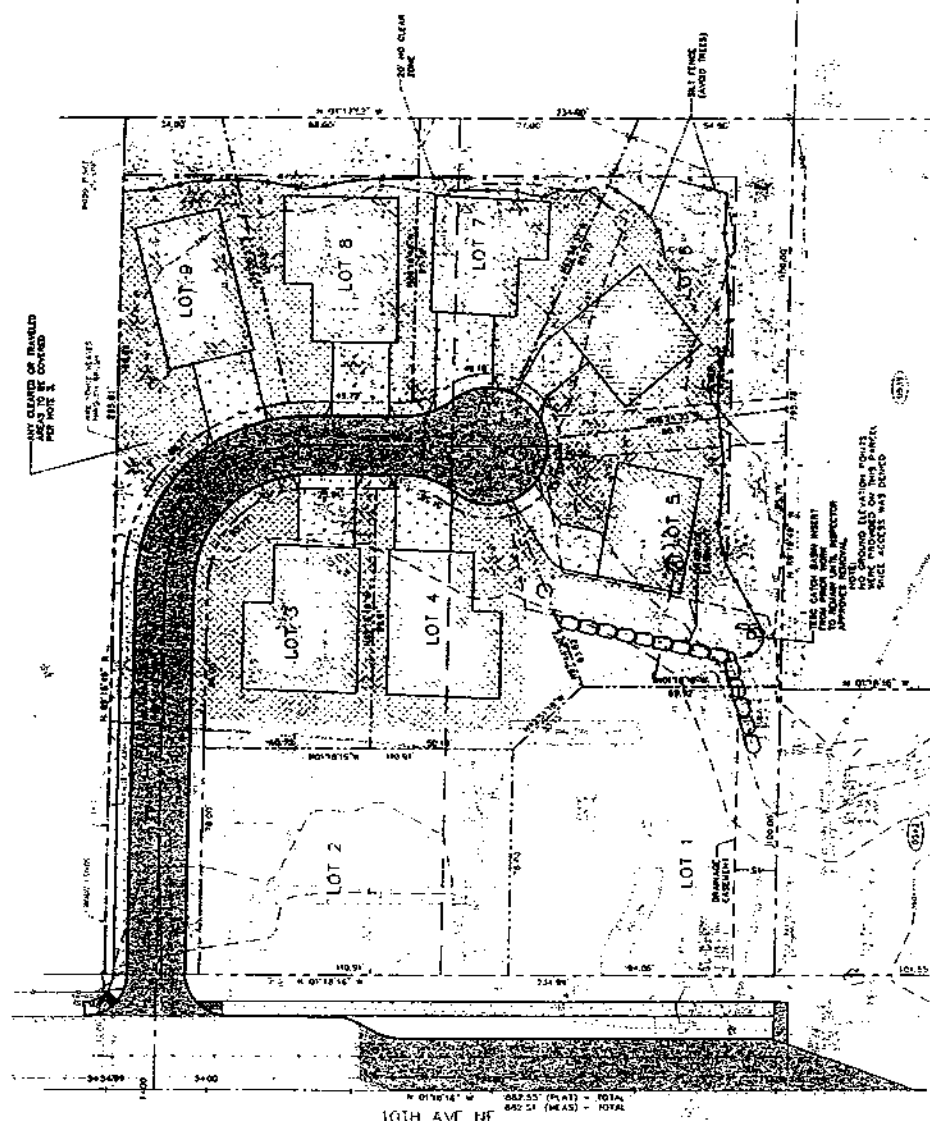


SD OUTFALL BENCH
SCALE: 1"=10'



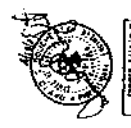
SDS
P.O. DEVELOPMENT SYSTEMS
310 709TH ST SE
PO BOX 11, WA 98013
(206) 401-9987
(206) 401-9987

DATE 8/2/90		BY J. A. ETC	SHEET 4 OF 8
SCALE 1"=30'		TYPE A	
PARAMOUNT PLAT GRADING & TESC PLAN (ROADWAY UTILITIES ONLY)			
DRAWING CONSTRUCTION ASSOC. INC. 1231 N. 7TH ST. WASHINGTON, NE			4 of 8



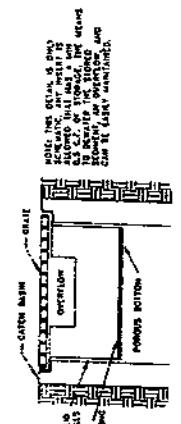
LOT CONSTRUCTION SEQUENCE:

1. INTERSECTION WITH CITY'S IMPROVEMENT REQUIRED PRIOR TO ANY CONSTRUCTION. ALL LOT PROCEEDS WITH THE SUBJECT & ADJACENT ARE COMPLETE.
2. INITIAL BUT FENCE DEMONSTRATION OF ALL CONSTRUCTION AREAS CLEARLY MARKED WITH 6" QUARRY SPALLS. ALL LOT PROCEEDS WITH THE SUBJECT & ADJACENT ARE COMPLETE.
3. CONSTRUCT FOUNDATION.
4. DEMONSTRATE TRAVEL AND WORK AREAS BY 6" QUARRY SPALLS. ALL LOT PROCEEDS WITH THE SUBJECT & ADJACENT ARE COMPLETE.
5. RESTRICT SCHEDULED ACCESS TO ROAD AND DRIVEWAY.
6. COMPLETE FINE GRADING AND PERMANENT VULNERATION AREA.
7. REMOVE EROSION CONTROL MEASURES ONLY AFTER CITY INSPECTION APPROVAL.

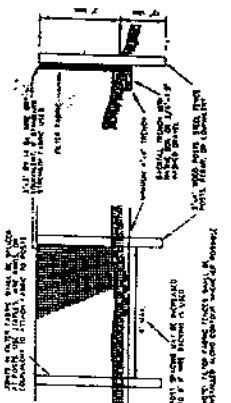


SDS
 L. E. DELOACH, P.E.
 10000
 10000
 10000
 10000

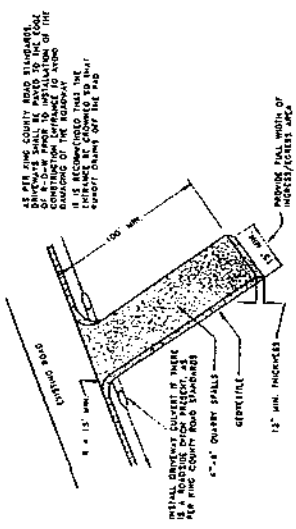
PARAMOUNT PLAT	
DATE: 8/23/00	REV: # 100
SCALE: 1"=30'	DATE: 8/23/00
LOT CONSTRUCTION TESC PLAN	
DATE: 8/23/00	REV: # 100
SCALE: 1"=30'	DATE: 8/23/00
PROJECT: 10000	
SHEET: 5 OF 8	



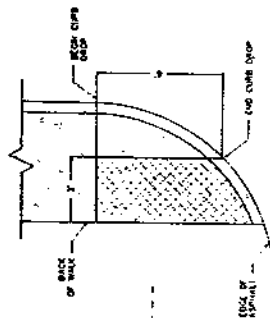
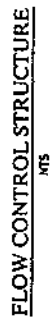
TESC CATCH BASIN INSERT



SILT FENCE



CONSTRUCTION ENTRANCE



NOTES: COMPLETE WITH APPROPRIATE DETAILS
IN KING CO. STD. PLAN #K-002

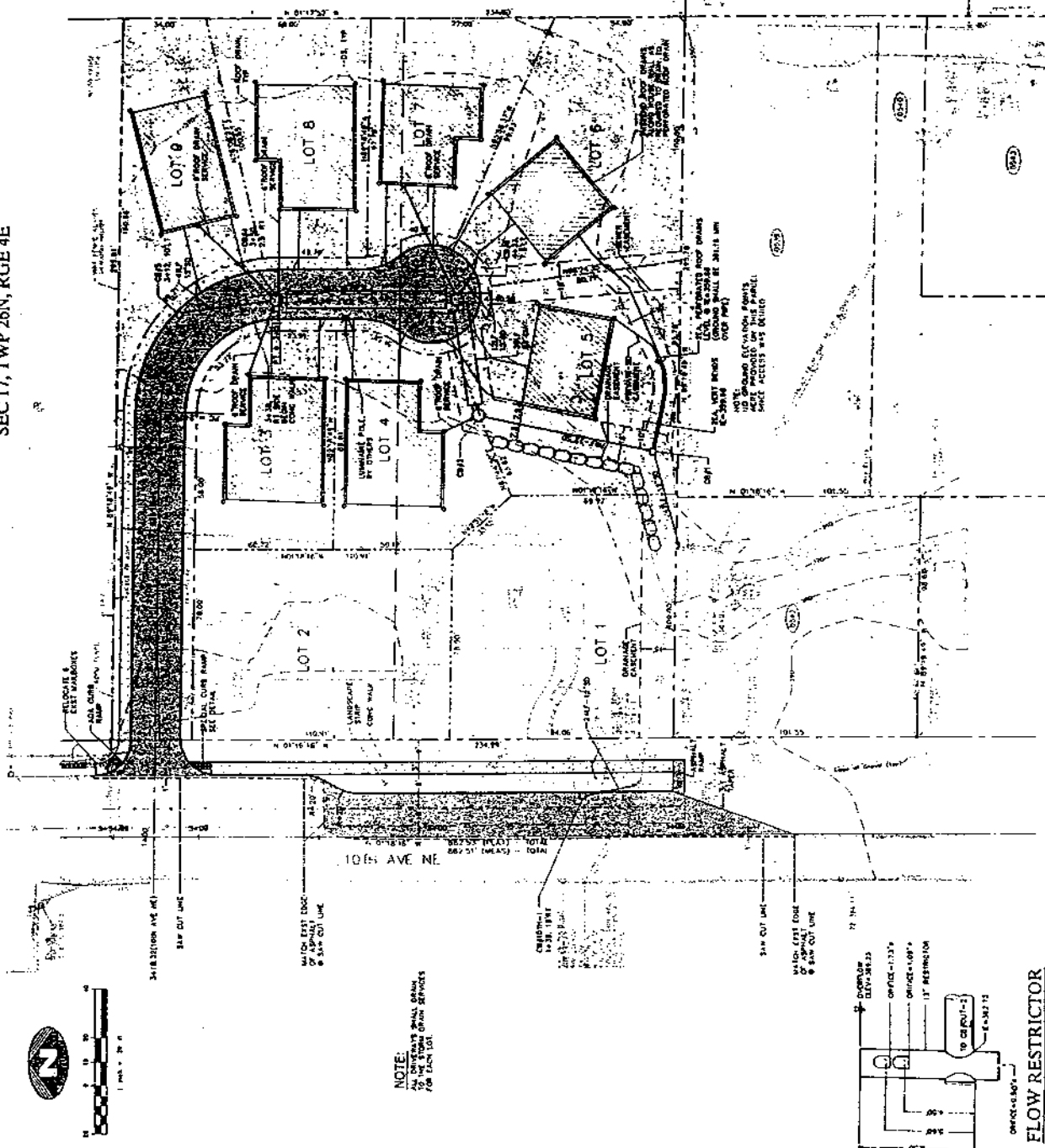
303

911 DEPT. OF JUSTICE
 310 205TH ST
 BOSTON, MA 02117
 (617) 481-9107
 425463-1166 (Ext.)

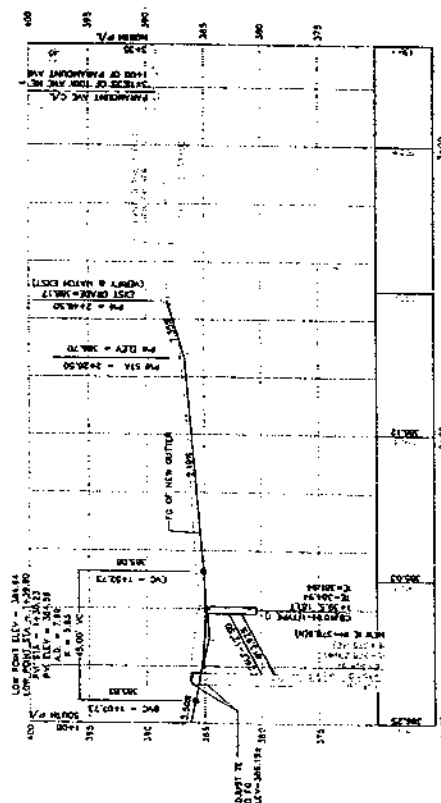
PARAMOUNT PLAT

DRAINAGE & ROADWAY PLAN

6 of 8	Page 1 of 1
--------	-------------



SEC 17, TWP 26N, R0E 4E

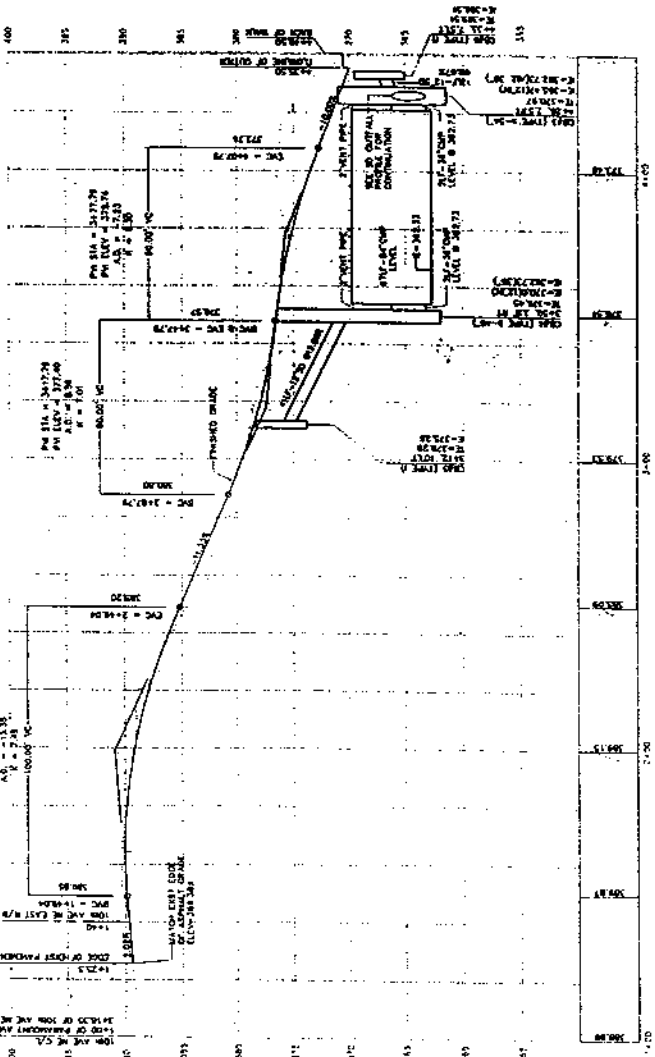


10th AVENUE PROFILE

SCALE: HORIZ. 1"=20'

VERT. 1"=5'

HIGH POINT STA = 2+00.00
ELEV = 340.00
LOW POINT STA = 2+00.00
ELEV = 340.00
PVI = 2+40.00
ELEV = 342.50

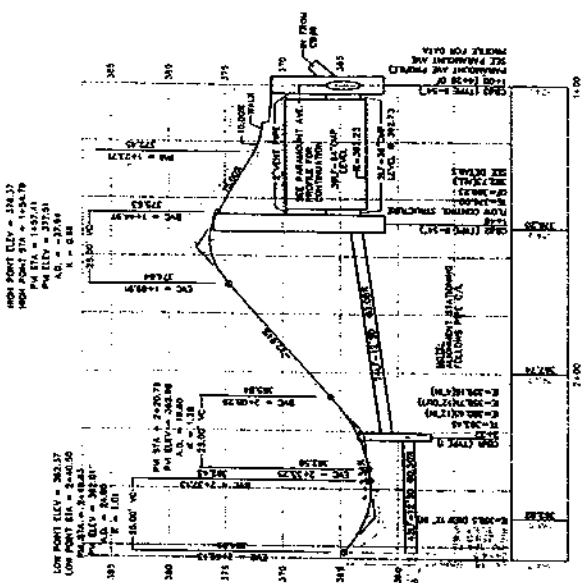


PARAMOUNT AVE PROFILE

SCALE: HORIZ. 1"=20'

VERT. 1"=5'

HIGH POINT STA = 0+00.00
ELEV = 340.00
LOW POINT STA = 0+00.00
ELEV = 340.00
PVI = 0+40.00
ELEV = 342.50



STORM DRAIN OUTFALL PROFILE

SCALE: HORIZ. 1"=20'

VERT. 1"=5'

HIGH POINT STA = 0+00.00
ELEV = 340.00
LOW POINT STA = 0+00.00
ELEV = 340.00
PVI = 0+40.00
ELEV = 342.50



SDS

215 S. DEWITT ST.
ANN ARBOR, MI 48106
PH: 734-769-1111
FAX: 734-769-1112

215 S. DEWITT ST.
ANN ARBOR, MI 48106
PH: 734-769-1111
FAX: 734-769-1112

PARAMOUNT PLAT

DATE: 10/1/00

SCALE: 1"=20'

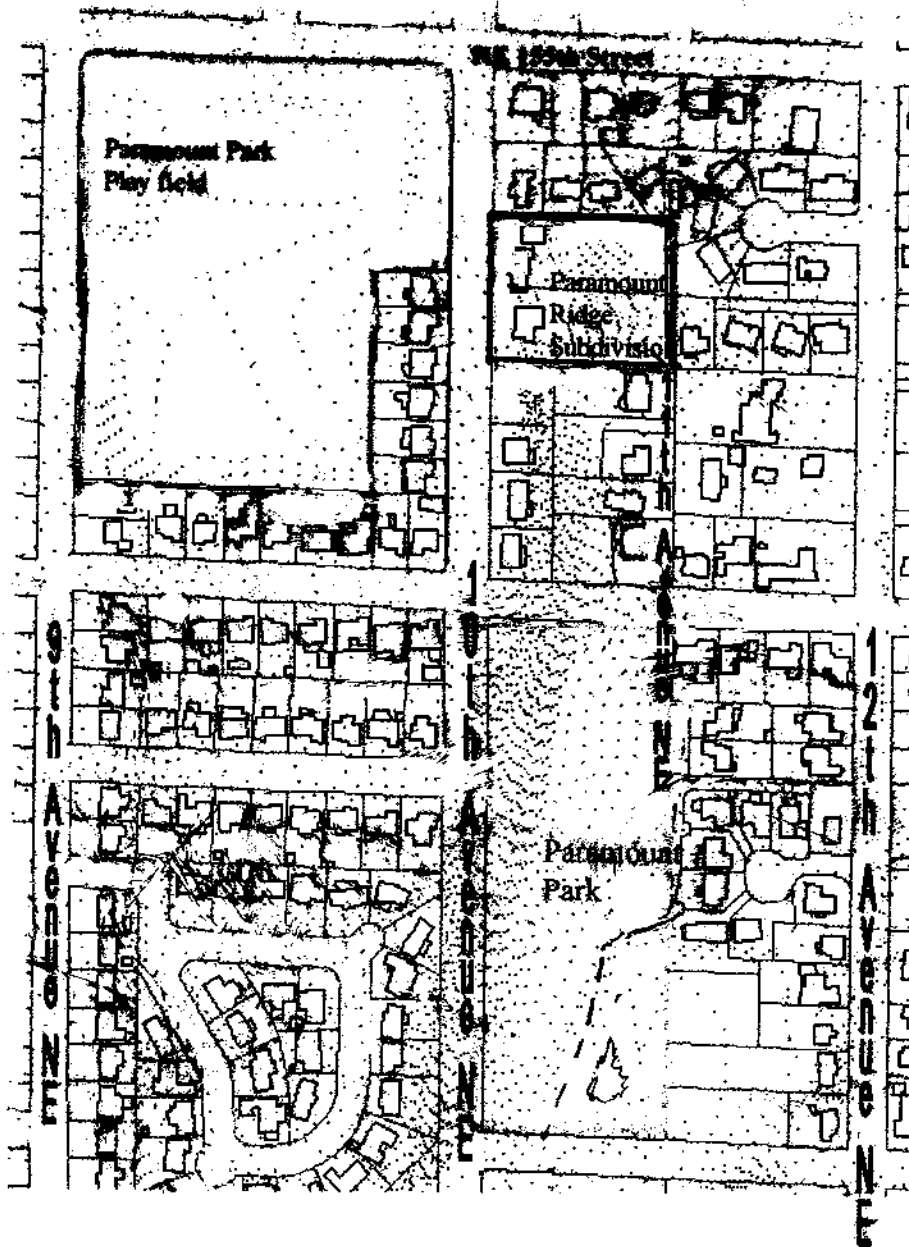
PROFILE SHEET

7 of 8

ATTACHMENT C:

VICINITY MAP

Vicinity Map



ATTACHMENT D:

RESOLUTION NO.

173

RESOLUTION NO. 173

**A RESOLUTION OF THE CITY OF SHORELINE, WASHINGTON,
APPROVING THE FINAL PLAT OF PARAMOUNT RIDGE.**

WHEREAS, the applicant has made application for final plat of Paramount Ridge, a nine lot subdivision; and

WHEREAS, your Council approved the subject preliminary plat of Paramount Ridge on January 25, 1999 following a public hearing held by the Planning Commission on July 30, 1998; and following an Appeal hearing held by the City of Shoreline Hearing Examiner on December 9, 1998, and

WHEREAS, engineering and site development plans have been approved, an on-site mitigation plan has been approved, and the applicant been issued a site development permit to construct all required plat improvements, which will satisfy all requirements for final plat; and

WHEREAS, all required site development including, utility and drainage improvements, road and pedestrian improvements, and landscaping improvements have been guaranteed with a performance bond, with improvements to be completed within two years of final plat approval; and

WHEREAS, the applicant complied with all requirements of the City of Shoreline Municipal Code chapter 20.30.060 for recording the plat;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SHORELINE, WASHINGTON AS FOLLOWS:**

Section 1. The Council finds that the conditions of preliminary plat approval have been met and the requirements for recording the final plat have been satisfied. The Council hereby adopts the findings of fact of the Director of Planning and Development Services set out following each preliminary subdivision condition in Agenda Item 8(a), BACKGROUND/ANALYSIS, (3), of the Shoreline Council Meeting Agenda of June 25, 2001.

The Council further finds that the plat of Paramount Ridge as proposed is in conformity with all applicable zoning ordinances and other land use controls of the City of Shoreline.

Section 2. The final plat of Paramount Ridge, is approved, subject to a performance bond guaranteeing site development will be completed within two years.

Section 3. The Mayor and the Planning and Development Director are authorized to

sign the plat, which will then be recorded with King County Records and Elections Division.

ADOPTED BY THE CITY COUNCIL ON June 25, 2001.

Mayor Scott Jepsen

ATTEST:

Sharon Mattioli, CMC
City Clerk

ATTACHMENT E:

**JUNE 11, 2001
POULIN LETTER**

SMITH & LOWNEY, P.L.L.C.

2317 EAST JOHN STREET
SEATTLE, WASHINGTON 98112
(206) 860-2883, FAX (206) 860-4187

June 11, 2001

VIA FACSIMILE -- 206-546-2200

Ian R. Sievers, City Attorney
City of Shoreline
17544 Midvale Avenue N.
Shoreline, WA 98133-4921

Re: Use of Stormwater Line Crossing Kalman/Hudson Property for
Proposed Paramount Park Subdivision; Public Records Act Request

Dear Mr. Sievers:

We are writing to reiterate Dr. David Kalman's and Mrs. Cecilie Hudson's objection to the use of their stormwater pipe and/or property to convey any stormwater resulting from the proposed Paramount Park Subdivision. This letter responds to your letter addressing this subject, dated February 13, 2001. As discussed further below, this letter also requests that the City provide copies of relevant public records.

At the outset, we do not agree that this matter would be resolved by determining the ownership of the drainage pipe at issue. Although the ownership of the pipeline is plainly disputed, the real issue is the extent of and the right to use the "vested prescriptive easement" (your words) across the Kalman/Hudson property. Obviously, this is not a situation where an express easement has been conveyed or reserved in a deed restriction or covenant. Compare, for contrast, the express easement stated in the proposed Paramount Ridge restrictions and covenants.¹ No such express easement exists with respect to the Kalman/Hudson property. ✓

It is a matter of textbook property law that the extent of a prescriptive easement is defined by the extent of the prescriptive use. The extent of the rights acquired through prescriptive use is determined by the uses through which the right originated. Northwest Cities Gas Co. v. Western Fuel Co., 17 Wn.2d 482, 486,

The express easement, contained in the proposed final plat, states:

The public drainage utility and access easement as shown on the face of the plat is for the purposes of conveying, storing, managing and facilitating storm and surface water. This easement grants the right for the City of Shoreline or their assigns, to reasonably enter said drainage easement for the purpose of operating, maintaining, repairing, constructing, and improving the drainage facilities contained.

Mr. Jan Sievers

June 11, 2001

-2-

135 P.2d 867 (1943); Restatement of Property § 477, at 2992 (1944). The easement acquired extends only to the uses necessary to accomplish the purpose for which the easement was claimed. Yakima Valley Canal Co. v. Walker, 76 Wash.2d 90, 94, 455 P.2d 372 (1969).

Here, it is undisputed that stormwater from the property on which Howland Homes intends to build the Paramount Ridge subdivision has never flowed through the pipe across the Kalman/Hudson property. Moreover, diverting the stormwater from Paramount Ridge so that it flows through the pipe is not necessary to accomplish the purpose for which the easement was claimed. Therefore, any prescriptive right that the City enjoys to use the pipe crossing the Kalman/Hudson lot simply does not benefit Paramount Ridge. In addition, as we noted in our initial letter, the proposal to collect and discharge water onto and across the Kalman property in quantities greater than, or in a manner different from, its natural flow violates the "common enemy" doctrine under Washington law.

With respect to the ownership of the pipe, we believe the record reflects that King County connected its catchbasin and manhole to the preexisting pipeline crossing the Kalman/Hudson property in 1980. At the time, Dr. Kalman and Mrs. Hudson were told the County's action, "does not relieve the owner of ownership or responsibility for upkeep and maintenance of this system." With respect to your mention of contrary information in the City's files, please provide copies of any City "files" or documents that relate to the history of the pipeline, its construction, and its alleged conveyance to the City by King County. Also, please provide copies of any studies or analyses of the pipeline's capacity, and its adequacy to handle the proposed additional stormwater flows.

In conclusion, we reiterate our request that the City of Shoreline revise its plans as necessary to eliminate the proposed, unauthorized use of the Kalman's property by Howland Homes. In the meantime, please contact the undersigned with any questions.

Very truly yours,

SMITH & LOWNEY, P.L.L.C.

By: 

Richard A. Poulin,
Of Counsel

ATTACHMENT F:

JUNE 18, 2001

SIEVERS

LETTER



SHORELINE
CITY COUNCIL

Scott Jepsen
Mayor

Ron Hansen
Deputy Mayor

Kevin Grossman

Rich Gustafson

Cheryl Lee

Linda Montgomery

Robert Ransom

June 18, 2001

Richard A. Poulin
Smith & Lowney, PLLC
237 East John St.
Seattle, WA 98112

Re: Use of Stormwater Line Across Kalman/Hudson Property

Dear Mr. Poulin:

I have reviewed your response letter regarding the prescriptive easement across the Kalman/Hudson property. The City asserts a use right for the public stormwater system using this line. I have also reviewed the "Release of Damages" which supports the position that at least some of the storm drain across the Hudson/Kalman property was piped in 1980 and that King Co. enclosed an open section with tile, catch basins and manholes in 1980.

Certainly the use is adverse, that is the County used the Kalman/Hudson property as if it were its own, entirely disregarding the claims of others, asking permission from nobody and using the property under a claim of a right. The Release of Damages reinforces this County position by demanding the release and discharge of liability from Hudson and Kalman and insisting that the property owners continued to own and maintain the line carrying the public stormwater.

We also agree that the Restatement of Property §477 controls the extent of the easement in Washington. The easement extends to uses necessary to accomplish the purpose for which the easement was claimed. We disagree on the purpose established by King County in connecting its pipe to the drainage system extending downstream. The purpose established by a joint-use facility is not limited to the particular past users or their individual historic use. For example the purpose of a dock built on a private lot was for the "recreation" of the homeowner's association that build the dock. The court in *Lee v. Lozier* found "no authority for the proposition that an easement must be specifically limited to the individual activities that each of the claimants proved they engaged in the past."¹ In another quasi-public case, a private water company acquired a prescriptive use to serve new customers from a well and pipes located on private property without consent.² "If any practically useful easement is ever to arise by prescription, the use permitted under it must vary

¹ *Lee v. Lozier*, 88 Wn. App. 176, (1997)

² *Crescent Harbor Water Co. Inc. v. Lyseng*, 51 Wn. App 337 (1988).

in some degree from the use by which it was created. Hence, the use under which a prescriptive interest arises determines the general outlines rather than the minute details of the interest.³

What was King County's range of privileges asserted by connecting its pipe. It would be a capacity defined by the pipe for development in the drainage basin above the Kalman/Hudson property. Applying the three-prong test of §478 of the Restatement, the conveying stormwater from Paramount Ridge is the same "physical character," and "purpose" as the original stormwater drainage using the easement and the "relative burden cause upon the servient tenement" is not significant since the pipe capacity has been analysed and found to be adequate.

Staff will continue to recommend that the City's public drainage easement can be used by Paramount Ridge, and that condition eleven of the Preliminary Plat approval has been met.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Ian R. Sievers', with a stylized, flowing script.

Ian R. Sievers
City Attorney

Cc: Daniel Bretzke

³ Restatement of Property §477 at 2992.

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Interlocal Agreement Between Shoreline, and King and Snohomish Counties Regarding Solid Waste Issues.
DEPARTMENT:	City Manager's Office
PRESENTED BY:	Kristoff T. Bauer, Assistant to the City Manager

EXECUTIVE / COUNCIL SUMMARY

Snohomish County plans to close their Southwest Recycling and Transfer Station (Southwest) in Mountlake Terrace for a year or more during renovations sometime in 2002. This closure is expected to result in Snohomish County residents bringing their waste to King County's First NE Transfer station located in Shoreline impacting traffic and road conditions. Proposed for Council consideration is a draft three-party interlocal agreement between King and Snohomish Counties and the City of Shoreline related to the mitigation of potential impacts from Snohomish County's planned closure of the Southwest facility.

Snohomish County's environmental review process (SEPA) had concluded before Shoreline became aware of the plans to close the Southwest facility. Staff analysis indicated, however, that this process was flawed both procedurally and substantively. Procedurally, Snohomish County had failed to notify Shoreline, a community identified in its environmental submission as potentially impacted by the proposed closure. Substantively, their environmental documents failed to fully investigate the potential impacts on Shoreline of the proposed closure. The City took action to appeal Snohomish County's permits based upon the flaws in their environmental process and the proposed interlocal is a resolution of that challenge.

Snohomish County staff has recognized the errors in their process and the City had two alternative courses of action: 1) The City could pursue its appeal and if successful the County would be required to supplement its environmental documents with additional analysis regarding potential impacts on Shoreline and proposed mitigation. This would add cost and some delay to the County's project (the project has actually been delayed by Federal environmental review far longer than this process would have taken). 2) Alternatively, the County could admit to some potential impact on the Shoreline community and work with the City to develop a mitigation agreement to settle the issues raised by Shoreline in its appeal of the County's permits.

Staff also investigated another alternative: 3) King County could begin checking the identification of First NE users refusing service to those from outside King County. King County objected to making this operational change for the following reasons:

- The First NE facility is scheduled for remodeling in the near future and it may be advantageous for King County residents to utilize the Southwest facility,

- The First NE facility and staff are ill prepared to refuse service, and
- Service refusal could increase the potential of illegal dumping.

After some discussion with the City Council, staff pursued option 2, which has resulted in the proposed interlocal agreement.

The interlocal provides for a nominal mitigation fee to the City of Shoreline during the period the Southwest facility is closed. This fee is based upon the formula used to calculate the mitigation fee Snohomish County currently pays to Mountlake Terrace. The formula provides for a mitigation fee based upon the number of tons of waste hauled across each mile of City street. The proposed agreement assumes that 50% of the self-haul tonnage currently delivered to the Southwest facility, 31,400 tons annually, will be diverted to the First NE facility. If you convert this tonnage into estimated vehicles you would get between 100 and 150 vehicles per day depending on assumptions made. This is well above staff's expected impact of the facility closure, but the parties agreed to this conservative estimate in lieu of spending the resources necessary to perform the traffic analysis to identify a firmer estimate. The resulting mitigation fee is \$419 per month or \$5,024 per year.

The 50% of self-haul tonnage assumption is believed to be conservative due to restrictions Snohomish County has agreed to place on its communications with its customers. For example, under the terms of the proposed interlocal, Snohomish County will direct all commercial waste to an alternative transfer location inside Snohomish County. Existing contracts with these haulers gives them the authority to do this, even though it will be inconvenient, and King County is obligated to assist in monitoring commercial traffic at the First NE facility to ensure that Snohomish County's efforts are successful. Snohomish County will also provide alternate transfer facilities for its self-haul customers and advertise those resources. Snohomish County staff will not direct customers to the First NE facility. If, however, one of their self-haul customers asks about the availability of the First NE facility they will be informed that it is available for their use.

RECOMMENDATION

Authorize the City Manager to execute an interlocal agreement with King and Snohomish County regarding solid waste issues.

Approved By: City Manager LB City Attorney ____

ATTACHMENTS

Attachment A Proposed Interlocal Agreement between Snohomish County, King County, and City of Shoreline regarding Solid Waste Issues

INTERLOCAL AGREEMENT**between****SNOHOMISH COUNTY, KING COUNTY, and CITY OF SHORELINE****regarding****SOLID WASTE ISSUES**

WHEREAS, SNOHOMISH COUNTY owns and operates a solid waste transfer station within the city of Mountlake Terrace, which facility is called the Southwest Recycling and Transfer Station (hereinafter called "the SWRTS"); and

WHEREAS, SNOHOMISH COUNTY is planning to close the SWRTS for 12-18 months during 2002-2003 for complete reconstruction of the station; and

WHEREAS, SNOHOMISH COUNTY has developed an alternate transfer station in the Cathcart vicinity to handle waste while the SWRTS is closed, but has no way to assure that all of its usual customers will make use of that facility; and

WHEREAS, KING COUNTY owns and operates a solid waste transfer station within the city of Shoreline, approximately four miles from the SWRTS, which is called the First Northeast Transfer Station (hereinafter called "First Northeast"); and

WHEREAS, in the event that the SWRTS is closed for reconstruction, it is possible and likely that some portion of the regular SWRTS self-haul customers will take their waste instead to First Northeast; and

WHEREAS, Snohomish County has contractual obligations to direct at least 95% of the solid waste generated within its boundaries to its own facilities for delivery to a private company for disposal, however during closure of the SWRTS it will not be practical to try to assure that all self-haulers are diverted to more distant Snohomish County facilities, and an arrangement allowing access to the First Northeast site will help protect the public health, safety, and welfare; and

WHEREAS, self-haul vehicles bringing waste from Snohomish County to First Northeast could use streets owned and maintained by the CITY OF SHORELINE (hereinafter called "SHORELINE"), potentially increasing maintenance costs incurred by SHORELINE due to litter debris and road wear; and

WHEREAS, state law (RCW 70.95.010[7]) states that "Environmental and economic considerations in solving the state's solid waste management problems requires strong consideration by local governments of regional solutions and intergovernmental cooperation"; and

WHEREAS, SNOHOMISH COUNTY, KING COUNTY, and SHORELINE desire to work cooperatively to minimize the impacts of the station closure on residents of all three jurisdictions; and

WHEREAS, SNOHOMISH COUNTY, KING COUNTY, and SHORELINE desire to allow certain types of SNOHOMISH COUNTY customers to utilize First Northeast during the SWRTS reconstruction period, while compensating SHORELINE for their added maintenance costs,

NOW, THEREFORE, SNOHOMISH COUNTY, KING COUNTY, and SHORELINE hereby agree to the following:

1. SNOHOMISH COUNTY shall provide KING COUNTY and SHORELINE with at least two months notice before closing the SWRTS for reconstruction, and at least one month notice before reopening the facility. SNOHOMISH COUNTY shall also provide both jurisdictions with timely notice of any changes in those schedules.
2. SNOHOMISH COUNTY shall direct waste hauling companies operating within its jurisdiction to use transfer stations within Snohomish County during the reconstruction period. Information provided to SNOHOMISH COUNTY solid waste customers on disposal alternatives will not mention or promote use of disposal facilities in King County, including First Northeast. However, if Snohomish County citizens ask about the availability of First Northeast, they will be told that it is open for their use.
3. During the reconstruction period, KING COUNTY shall accept self-haul customers bringing waste from Snohomish County subject to King County's Waste Acceptance policies, and shall charge them the same rates charged for waste generated within King County. KING COUNTY and SNOHOMISH COUNTY will share customer data and work cooperatively to assure that hauler traffic from Snohomish County does not use First Northeast.
4. SNOHOMISH COUNTY shall pay to SHORELINE a fee in full compensation for impacts of the SWRTS closure upon City roads and services. This amount will be paid quarterly, within 45 days of the end of each quarter.

The fee will be based upon the ton-miles estimated to be traveled on Shoreline streets by Snohomish County citizens using First Northeast. SHORELINE and SNOHOMISH COUNTY agree that the average one-way distance traveled on city streets by such customers is two miles. The SWRTS handled 181,417 tons of waste in 2000, and is projected to handle 196,000 tons in 2002 (if still open). Self haul traffic would account for 16% of this amount, or 31,400 tons, and SHORELINE and SNOHOMISH COUNTY agree to assume that 50% of the self haul traffic will use First Northeast. The ton-mile payment shall be \$.16 per ton-mile in 2002. For 2003, this amount shall be increased per changes in the Consumer Price Index for All Urban Consumers for the Seattle-Tacoma Consolidated Metropolitan Statistical Area, standard reference base period 1982-84 = 100, as prepared by the United States Department of Labor, Bureau of Statistics.

The fee for closure time occurring in 2002 shall be calculated as follows:

$$31,400 \text{ tons} * 50\% * 2 \text{ miles} * \$0.16 = \$5,024 / 12 = \$419 \text{ per month}$$

The fee will be pro-rated based on the number of months or fractions thereof.

5. SHORELINE agrees that the payments provided in this Agreement fully mitigate environmental impacts upon SHORELINE's roads and services related to the reconstruction of the SWRTS and SHORELINE has no objection to the use of First Northeast by Snohomish County residents during the closure.

6. The SNOHOMISH COUNTY Solid Waste Division Director, the KING COUNTY Solid Waste Manager, and the SHORELINE City Manager shall be joint administrators of this AGREEMENT.

7. This AGREEMENT shall terminate upon reopening of the SWRTS.

8. Modification of this AGREEMENT shall be by approval of the respective Councils of both Counties and SHORELINE.

Agreed to this ____ day of _____, 2001.

Approved as to form:

CITY OF SHORELINE

City of Shoreline City Attorney

By: _____
City Manager

DRAFT

DRAFT

DRAFT

Approved as to form:

KING COUNTY

King County Prosecuting Attorney

By: _____
Title _____

Approved as to form:

SNOHOMISH COUNTY

Snohomish County Prosecuting
Attorney

By: _____
Title _____

