

**Port of Seattle
Lora Lake Apartments Site**

**Remedial Investigation/
Feasibility Study**

Volume I

**Appendix B
Historic Uses of the Port of Seattle Lora
Lake Parcel**

FINAL

**HISTORIC USES OF THE PORT OF SEATTLE
LORA LAKE PARCEL**

(King County Tax Parcel No. 2023049281)

Prepared For:

FLOYD/SNIDER
Two Union Square
601 Union Street, Suite 600
Seattle, WA 98101

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Prepared By:

STIRLING CONSULTING
48 Alexis Lane
Coupeville, WA 98239

Phone (360) 678-1934
stirlingconsulting@frontier.com

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1.0 INTRODUCTION

On behalf of the Port of Seattle (Port), Stirling Consulting investigated historic uses of the Port's Lora Lake parcel. The results of this research and supporting documentation are included in this report. Because this study is not a Phase I ESA, a review of government environmental databases was not conducted to determine if sites within a designated radius appear on federal, state, or local environmental databases. Rather, environmental database information was utilized from previous environmental investigations. Finally, much of this report is based on archival documents obtained from the King County Archives and from various active and inactive King County agencies. Due to the annexation of the subject site area in 1990 by the City of SeaTac, the historical record is generally unavailable after that date (focused research and a public records request filed with the City revealed little information about the subject site).

2.0 SUPPORTING DOCUMENTATION

Supporting documents are organized into a notebook behind numbered tabbed dividers. Multiple related documents are separated by captioned colored inserts. As appropriate, in the text of the report, tabs are called out (e.g., **Tab 3**) so that the reader can consult the original source of information for source confirmation and additional details. A complete collection of historical aerial photography is provided on the enclosed CD-ROM as is the complete title search conducted for the Port by First American Title Insurance Company.

| | |
|--------|---|
| Tab 1: | Aerial photographs |
| Tab 2: | Topographic Maps |
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- Tab 12: King County Archives: Department of Transportation, Road Services Division, Administrative Working Files, Series 629, Accession No. A04-007, Box 12, Lora Lake Folder
- Tab 13: King County Archives: Boundary Review Board, King County Council Ordinances, Department of Transportation, Road Services Division files, and Public Works Director: Subject and complaint files
- Tab 14: Washington State Archives, Puget Sound Regional Branch: King County Tax Assessor Real Property Record Cards
- Tab 15: Washington State Department of Conservation: Division of Mines & Geology: *Directory of Washington Mining Operations* (Information Circular No. 21) and *Peat Resources of Washington* (Bulletin No. 44)

3.0 HISTORY OF LORA LAKE

Lora Lake is located within King County tax parcel 2023049281, which is a single tax parcel bisected by Des Moines Memorial Drive. Accordingly, only that portion of the parcel east of the road is the focus of interest because it includes the lake itself. The road was known historically as County Road No. 88, Permanent County Highway No. 14, Highline Road, and Des Moines Way. However, its name was changed from Des Moines Way to “Des Moines Memorial Drive” in 1984 and that name is used throughout this report, except when a different road name is cited in the historical record. ¹

3.1 CREATION OF LORA LAKE

The man-made feature known as Lora Lake was most likely created as a result of peat mining conducted by Frank Anderson of Hi-Line Leaf Mold Products between about 1946 and 1958. Local resident Angelina Vacca recalled that “Frank Anderson dug a large hole on some adjacent property creating a lake he named Lora after his mother Lora Anderson. Not much more than 12-foot deep, the lake were quite popular with the kids, becoming the local swimming hole. Babe’s daughter, Donna Yellam, often swam around the perimeter in the 60’s.”²

Based on evidence show in aerial photography (**Tab 1**), peat mining was already in progress in 1946, several years before Anderson actually acquired title to the property that was Lora Lake. However, if he had leased these lands, the title search did not reveal corresponding title documents. Title records show that Anderson owned 10 of the eleven lots on the north side of the lake as well as the lake itself (Tract A) and that he acquired these lands between 1952 and 1964. He also divested himself of these lands in various real estate transfers with other private parties between 1956 and 1981.

¹ King County Ordinance No. 7041.

² Robinson J. 2010. “Babe recalls Vacca pumpkin patch, Lora Lake.” *The Highline Times*. October 19. Accessed online at <http://www.highlinetimes.com>.

Hi-Line Leaf Mold Products appeared in the 1953 edition of the *Directory of Washington Mining Operations* and according to a 1958 report (**Tab 15**) by the Washington Division of Mines & Geology (WDMG)³ the Lora Lake area, identified as the *Miller Creek peat area*, was mined for its peat resources and “fibrous peat is being excavated and sold in small transparent plastic bags by Hi-Line Leaf Mold Products, 15012 Des Moines Way, Seattle. In the vicinity of the profile the peat is utilized for truck gardens.”

3.2 RESIDENTIAL DEVELOPMENT

In 1956 the lake and the area between S. 150th Street and the southern boundary of the lake and between Des Moines Memorial Drive and 12th Avenue South was officially platted as the “Lora Lake Addition.” The addition included the physical feature known today as Miller Creek, but then identified as Salmon Creek. The King County Board of Commissioners approved the platting with the passage of Resolution No. 16718 on September 24, 1956. Approval was contingent upon street improvements completed within the platted area.⁴ (**Tab 13**)

As illustrated on the 1956 *Lora Lake Addition* plat map (**Tab 4**), eleven numbered lots are situated on the north side of the lake and between Des Moines Memorial Drive and 12th Avenue South. Specifically, Lot 1 through Lot 7 are located on the south side of S. 150th Street and Lot 8 through Lot 11 are located on the north side of S. 150th Street. Finally, the lake itself is known as “Tract A” of the Lora Lake Addition.

The west side of the lake was unplatted in 1956 but as seen on a 1956 aerial photograph several single family dwellings had been established. A 1956 *Seattle Times* real estate article noted:⁵

A man-made spring fed lake south of Seattle provides one of the most distinctive settings for a home in this year's Parade of Homes. The site is Lora Lake and the home, built by Peterson & Hart Inc. at 1015 S. 150th St. Swimmers will find this clean, spring-fed lake a far cry from the old swimming hole. They will find, though, that the pleasures are much the same. The beach is sandy and the water is always fine.

³ Rigg G.B. 1958. *Peat Resources of Washington* (Bulletin No. 44). Olympia: Division of Mines & Geology, Washington Department of Conservation.

⁴ King County Commissioner Resolutions Files, Series 124, Box 55, Folder 16690-16740, King County Archives, Seattle, WA

⁵ October 7

In 1962 Ruskin Fisher & Associates conducted a property survey for Frank Anderson (**Tab 4**). The survey includes the same area as shown on a 1956 “Lora Lake Addition” plat. The lake is identified as “private” and the survey notes the presence of an access road on top of a fenced dike situated along the southern boundary of the lake. In addition the course of Salmon Creek is shown off the southeast corner of the lake as is the existence of several building footprints assumed to be residential and residential related structures on the west side of the lake.

The 1962 survey does not indicate platting status, but illustrates the same two single family dwellings. By 1970, as illustrated on a Kroll county atlas (**Tab 3**), all five lots on the west side of the lake were occupied by single family dwellings.

In addition to the 1956 and 1962 plat and survey, historical aerial photographs (**Tab 1**) confirm that single family dwellings were established along the northern boundary of the lake between the mid 1940s and late 1960s and along the western boundary of the lake between the mid 1950s and early 1960s.

By 2002 all residences surrounding the lake had been removed as part of the Port’s third runway construction activities.

3.3 HISTORICAL TITLE SEARCH (Tab 6)

The following table tracks historical ownership of the lots surrounding the lake as well as including the lake itself. However, due to the massive number of title documents uncovered as part of the historical title search only transactions involving owners/operators associated with peat mining activities and/or easements and leases of interest are included in the following table. Each line represents a separate transaction or title action.

| Lot/Plat | Date | Action | Grantor or Party | Grantee |
|--------------------------------|------|-------------------------|-----------------------------------|------------------------|
| LORA LAKE ADDITION LOTS | | | | |
| 1 | 1952 | Statutory Warranty Deed | Frank & Joy Anderson | Equity Investors, Inc. |
| 1 | 1961 | Agreement | Lora Lake Owners | NA |
| 1 | 1974 | Drainage Easement | James & Virginia Wilcher | King County |
| 1 | 1982 | Easement Agreement | King County | Owners |
| 2 | 1999 | Notice of Claim of Lien | Southwest Suburban Sewer District | Eisiminger et al |
| 3 | 1956 | Statutory Warranty Deed | Frank Anderson | Peterson & Hart |
| 3 | 1957 | Real Estate Contract | Peterson & Hart | Frank & Joy Anderson |

| Lot/Plat | Date | Action | Grantor or Party | Grantee |
|--|-------------|--------------------------|-----------------------------|----------------------------|
| 3 | 1959 | Real Estate Contract | Frank & Joy Anderson | Thad & Georgia Wardall |
| 3 | 1959 | Quit Claim Deed | Frank & Joy Anderson | Thad & Georgia Wardall |
| 3 | 1960 | Quit Claim Deed | Frank & Joy Anderson | Thad & Georgia Wardall |
| 3 | 1961 | Agreement | Lora Lake Owners | NA |
| 3 | 1964 | Statutory Warranty Deed | Peterson & Hart | Frank & Joy Anderson |
| 3 | 1982 | Easement | King County | Owners |
| 4 | 1956 | Statutory Warranty Deed | Frank Anderson | Peterson & Hart |
| 4 | 1961 | Agreement | Lora Lake Owners | NA |
| 5 | 1956 | Statutory Warranty Deed | Frank Anderson | Peterson & Hart |
| 5 | 1956 | Satisfaction of Mortgage | Equity Investors, Inc. | Frank Anderson |
| 5 | 1961 | Agreement | Lora Lake Owners | |
| 5 | 1982 | Easement Agreement | King County | Owners |
| 5 | 1992 | Avigation Easement | Robert Ventimiglio | Port of Seattle |
| 6 | 1956 | Statutory Warranty Deed | Frank Anderson | Peterson & Hart |
| 6 | 1961 | Agreement | Lora Lake Owners | NA |
| 6 | 1982 | Easement Agreement | King County | Owners |
| 6 | 1994 | Avigation Easement | Leona & Kenneth Wooding | Port of Seattle |
| 7 | 1957 | Statutory Warranty Deed | Frank & Joy Anderson | Peterson & Hart |
| 7 | 1961 | Agreement | Lora Lake Owners | NA |
| 7 | 1982 | Easement Agreement | King County | Owners |
| 7 | 1991 | Avigation Easement | Jimmie Breeze | Port of Seattle |
| 8 | 1957 | Statutory Warranty Deed | Frank & Joy Anderson | Peterson & Hart |
| 9 | 1957 | Statutory Warranty Deed | Frank & Joy Anderson | Peterson & Hart |
| 9 | 1988 | Avigation Easement | Gilbert Key | Port of Seattle |
| 10 | 1957 | Statutory Warranty Deed | Frank & Joy Anderson | Equity Investors, Inc. |
| 11 | 1957 | Statutory Warranty Deed | Frank & Joy Anderson | Equity Investors, Inc. |
| 11 | 1995 | Avigation Easement | Marilyn & Mary Christianson | Port of Seattle |
| TRACT "A" OF LORA LAKE ADDITION | 1960 | Quit Claim Deed | Frank & Joy Anderson | Thad & G Georgia Wardall |
| | 1960 | Statutory Warranty Deed | Frank & Joy Anderson | Edgar & Mary Higgins |
| | 1960 | Statutory Warranty Deed | Frank & Joy Anderson | Harold & Betty Klapenstien |
| | 1961 | Statutory Warranty Deed | Frank & Joy Anderson | Donald & Betty Lindgren |
| | 1961 | Statutory Warranty Deed | Frank & Joy Anderson | Frank & Angelina Yellam |
| | 1961 | Statutory Warranty Deed | Frank & Joy Anderson | Harold & Gloria Higgins |
| | 1981 | Statutory Warranty Deed | Frank & Joy Anderson | Edgar & Mary Higgins |
| LORA LAKE ADDITION | 1956 | Lora Lake Addition | Frank Anderson | |
| | 1956 | Protective Covenants | Owners | |
| | 1958 | Quit Claim Deed | George & Cora Campbell | Frank Anderson |

3.4 AERIAL PHOTOGRAPHY ANALYSIS

Aerial photographs taken between 1936 and 1990 (**Tab 1**) reveal details about the development and use of land that would become Lora Lake and immediately surrounding properties.

1936

In the mid 1930s, the land that would become Lora Lake was agricultural land that contained no related buildings or structures.

1946

In 1946 the lake did not exist per se, rather naturally occurring groundwater filled a previously excavated area. A very small pond was situated off the northwest corner of an excavated area. A conveyor system was in operation off the southwest corner of the pond and was surrounded by excavated peat material. In addition, a ditch or channel extended from the excavation equipment to Miller Creek. Material, possibly excavated during ditch construction, is situated along its length. Several buildings, structures, and some equipment are located along Des Moines Memorial Drive off the southwest corner of the lake in an area fully cleared of vegetation. Finally, another structure is situated northeast of the excavated area and appears to be a water tower or similar structure.

1948

In this aerial photograph the footprint of the lake has more than doubled in size and retains features more common to a lake body rather than a pond. In addition, more peat excavation activity has occurred south of the lake. The principal changes between 1946 and 1948 are that the buildings situated off the southwest corner of the lake in 1946 are not present in 1948; additional land clearing has occurred off the northeast corner of the lake; and an undeveloped dirt road has been established around the north side of the lake, which would later become S. 150th Street. In addition, the ditch visible in the 1946 aerial photograph extending to Miller Creek is much less visible because it is now part of the expanding lake footprint.

1954-1956

A mid 1950s aerial photograph shows that the physical configuration of the lake generally as we know it today had been established and peat excavation activities as seen on 1946 and 1948 aerial photographs appear to have largely ceased, with the exception of excavation type equipment situated off the southwest corner of the lake. Two single family dwellings had been established on the west side of the lake along Des Moines Memorial Drive. In addition, S. 150th Street was now a recognizable feature and the water tank type feature seen in the 1946 and 1948 aerial photographs no longer exists.

1960-1990

Between 1961 and 1965, remaining undeveloped lots on the west and north sides of the lake were built up with single-family dwellings. Aside from the increased residential activity in the early 1960s, photographs taken during this 30-year period show little to no physical changes to the lake.

2002

Although the lake retains the same characteristics as seen in aerial photography from the mid 1950s to 2002, single family dwellings situated on the west and north sides of the lake have been removed as part of the Port's third runway construction activities. In addition, despite construction of the "Miller Creek/Lora Lake/Vacca Farm Wetland and Floodplain Mitigation Area" by the Port, evidence of that activity is not visible on this aerial photograph.

4.0 DRAINAGE HISTORY

As Lora Lake lies in the Miller Creek drainage basin, historically acted as a holding pond, and discharges to Miller Creek⁶ detailed information about drainage issues related to both waterbodies is presented next, as well as capital improvement projects that involved Lora Lake in the early 1980s.

4.1 MILLER CREEK DRAINAGE BASIN (Tabs 9, 12, and 13)

Miller Creek drainage issues are well documented since the mid 1960s. For instance, in March 1966, the Board of County Commissioners passed Resolution No. 31598 financing preparation of a Miller Creek storm drainage plan. A year later the commissioners passed resolution No. 33872 financing preliminary engineering plans and survey for future construction.⁷

In 1970 the Washington State Department of Fisheries conducted a survey of Miller Creek and noted:⁸

The physical configuration of upper Miller Creek is typical of many of Puget Sound's better low-land Coho streams. This stream, however, has experienced more residential expansion than most. The residential and commercial growth of Burien and Des Moines plus construction of necessary access roads to the communities has had great impact on Miller Creek. Stream conditions necessary to adequately support spawning and rearing of Coho were virtually nonexistent in those areas checked above First Avenue.

The factor contributing most to the stream's deterioration is the excessive amount of fines in the bottom material...other major limiting factors are present on Miller Creek in the form of 1) an impassable culvert just above First Avenue South, 2) an impassable six foot falls just above 160th Street, 3) two freeway construction projects currently in progress just across the stream, 4) extensive channelization and rip-rap-ing through residential areas.

⁶ King County Department of Transportation, Road Services Division, Administrative Working Files, Series 629, Accession No. A04-007, Box 12, Lora Lake Folder, Department of Public Works memo dated September 9, 1975 re: silting of Lora Lake. King County Archives, Seattle, WA

⁷ King County Commissioner Resolution Files, Series 124, Box 124, Folders 31590-31529 and 33865-33894, King County Archives, Seattle, WA

⁸ Ames J. 1970. *Miller Creek: Present Status and Potential for Salmon Production*. In (See footnote 9)

Flooding problems with Miller Creek was described as follows by a University of Washington graduate student in 1972 (**Tab 13**):⁹

Lora Lake flows into Miller Creek west of Seattle-Tacoma International Airport, south of Highway 518 and east of Des Moines Way South. Flooding from Miller Creek has been observed at Vacca's pumpkin patch at Des Moines Way South, south of Highway 518, south of Lora Lake, and west of Seattle-International Airport. Mr. Frank F. Nye, resident at 15855 9th Avenue South, reported experience of flooding on his property. He also states that there was, at one time, fish in the stream. He states there is now garbage in the stream. Mr. Frank Nye states "we have lived here for fifteen years and up until this last winter we never felt threatened by flash flood, and now we are afraid to leave our premises during bad rains."

Despite drainage issues being identified by the county, state, and others in the mid 1960s and early 1970s, it wasn't until the 1974 lawsuit *Kludt et ux., et al. v. King County and State of Washington Highway Commission* (Superior Court of Washington—Case No. 726259) that the following action items were agreed upon (**Tab 12**):¹⁰

King County and the Washington State Highway Commission recognize that serious flooding and drainage problems have existed in Miller Creek drainage basin for a number of years, that such problems will increase in the future as development increases, and King County agrees that corrective programs and drainage facilities are required and should be implemented as promptly as possible.

King County Department of Public Works, Division of Hydraulics pledges the use of \$65,000 in remaining revenue sharing funds for further planning and design study in the Miller Creek basin. Said funds will be expended upon completion of the RIBCO Urban Run-off and Basin Drainage Study and the Sea-Tac Community's plan. The Division of Hydraulics anticipates that such further planning and design studies will take place during 1975.

Upon completion of the planning and design studies for the Miller Creek basin as provided herein, the surface water utility will prepare a sewerage general plan for the Miller Creek basin.

⁹ Thebuat, J. 1972. *A Policy & Conceptual Design for the Miller Creek Drainage Basin*. King County Archives, Seattle, WA.

¹⁰ Administrative Working Files, Series 629, A04-007, Department of Transportation: Road Services Division, Box 12, Lora Lake Folder, King County Archives, Seattle, WA

Upon approval of the sewerage general plan and obtaining necessary financing, King County will proceed with the construction of appropriate facilities, as set forth in said plan which will: Improve water quality of Miller Creek; prevent surface water from being collected and discharged into Miller Creek in excess of its natural capacity; maintain or improve the present character and appearance of Miller Creek.

In the early 1980s, the King County Department of Public Works (KCDPW), recognized that Miller Creek was a continuing problem and in February 1981 recommended a variety of action items including recalibrating a stream gage, conducting computer modeling of the creek, and considering wetland acquisition for a regional type detention facility, and posited that “it would be advisable to develop a three year program to implement a lot of these solutions which are necessary to correct the drainage problem in the Miller Creek basin.”¹¹

Although the King Count archives contains records regarding potential drainage improvements to Miller Creek between 1974 and 1980, it is unclear whether the county actually instituted drainage improvements and the planning documents and design studies mentioned in the lawsuit were not found.

¹¹ RG-104.1, King County Public Works Director, Subject & Complaints, Series 489, Folder 47 “Miller Creek 1/1/1980 to 12/31/1980. King County Archives, Seattle, WA

4.2 LORA LAKE DRAINAGE (Tabs 9, 10, 12 and 13)

4.2.1 General Planning Efforts, 1975-1991

In November 1975, Councilman Paul Barden received a request from local resident Wallace Watson, President of the Lora Lake Shore Club, for county assistance with lake drainage, including the buildup of silt in the lake, redirection of runoff from local roads to the lake, and maintenance of a dike located on the east side of Lora Lake. ¹²

KCDPW provided the following response to Barden in December; which included discussion of an upgradient storm water drainage system entering Lora Lake: ¹³

A drainage system has existed for some time from 8th Avenue South, through the wrecking yard ¹⁴to Des Moines Way, across Des Moines Way and down to Lora Lake. The system through the wrecking yard was private and not maintained by the County. Due to the way the pipe was laid at this location and because the pipe was undersized, it became plugged causing drainage back up and flooding the area around SR518 and 8th Avenue South. Since it is a main drainage course the County obtained an easement from the owner of the wrecking yard and relayed the storm drain from 8th Avenue South to a manhole just above the lake.

A delta existed at the outlet to the lake before any construction in this area was done. While we were working in the area a length of eight-inch pipe installed at the outlet by the sewer district, that was full of silt, was removed at the property owner's request. He also asked if we could help in any way removing silt from the delta. We then removed as much as we could by hand. When the new line was constructed, catch basins were added to help any silt or debris that might be carried into the line. These catch basins are cleaned on a regular basis. Also the ditch along 8th Avenue South was tiled and catch basins were installed to prevent erosion from that area. There is now only about 15' or 20' of open ditch along this system on 8th Avenue South.

¹² Letter to Paul Barden dated December 22, 1975. King County Department of Transportation, Road Services Division, Department of Public Works Historical Files, Folder titled "Lora Lake."

¹³ Memorandum from Jean DeSpain to Paul Barden. December 2, 1975. Administrative Working Files, Series 629, A04-007, Department of Transportation: Road Services Division, Box 12, Lora Lake Folder, King County Archives, Seattle, WA

¹⁴ Burien Auto Wrecking (Lora Lake Apartments parcel)

The delta at the pipe outlet does not seem to have changed a great deal since before the new storm drain was installed. Also no silt or debris is created by the storm drain as it eliminates erosion, kepping (sic) debris out of the system and providing catch basins to trap any silt that may be carried down from further upstream. Because of this, and the fact that we have never assumed maintenance of other lakes in the County, we do not feel we can provide assistance in the cleaning of Lora Lake.

In January 1976, the KCDPW met with the Lora Lake Shore Club to discuss complaints about the lake and the department proposed taking the following actions to address the upgradient storm water system flowing into Lora Lake:¹⁵

DPW could perform extraordinary maintenance of their drainage system by cleaning out CB (catch basin) & MH (manhole) sumps more often & rock line the area's open ditches. Ordinarily a large area does not drain into a small lake, without some trace of transported soil and a right-of-way permit could be issued to the Lora Lake Shore Club to repair the dike at their own cost, with their own contractor. In the interim, the low spot could be beefed up with sand bags. The Lake Youngs office can provide the sand and sacks for the club's use.

Regarding the dike located on the east side of Lora Lake, the county noted:

The dike was built by the local sewer district during recent sewer line construction. It is on a portion of unopened country right-of-way and it not maintained by either the Operations or Hydraulics Divisions.¹⁶

In March 1976, KCDPW informed Mr. Watson that it would do the following:¹⁷

King County will perform extraordinary maintenance of the catch basins connected to this drain and will observe the small delta formation for any added siltation until late next fall. If the silt problem gets more severe than at this time, we will examine the pipe for leaks and repair as necessary. We will, at that time, meet and agree on an appropriate solution to the removal of the delta and make a determination of responsibility of sharing for the same.

¹⁵ Inspector's daily report, Lora Lake Compliant, January 19, 1976. Administrative Working Files, Series 629, A04-007, Department of Transportation: Road Services Division, Box 12, Lora Lake Folder, King County Archives, Seattle, WA

¹⁶ Memorandum from Bob Wells to Jean DeSpain, dated January 22, 1976 re: Drainage, 15040 Des Moines Way South. King County Department of Transportation, Road Services Division, Department of Public Works Historical Files, Folder titled "Lora Lake."

¹⁷ Letter from J.L. DeSpain, director of Public Works Department to R. Wallace Watson, dated March 26, 1976. King County Department of Transportation, Road Services Division, Department of Public Works Historical Files, Folder titled "Lora Lake."

The KCDPW conducted a field investigation of Lora Lake sedimentation in 1978 noting that silt entered the lake from the existing storm drainage line and from the gravel and dirt shoulders of the many roads within the Lora Lake drainage basin. Acknowledging that the County had no obligation to do work, it still recommended the following:¹⁸

- *A settling basin could be constructed in Lora Lake at the outlet from the existing 18 inch pipe*
- *A settling basin could be delineated by the placement of some rock riprap at a distance of approximately 25 feet from the outlet to the existing storm line.*
- *King County would remove the sand and silt buildup within this area initially*
- *Before any work could be done in this area the landowners would have to be willing to convey the necessary drain easements to King County to perform this work*
- *King County Operations Division would be responsible for constructing these improvements*
- *In lieu of using a clam shell or other backhoe device to remove the material, Grover indicated the possibility of using a pump to remove the silt buildup in the lake*
- *There exists an overflow from Lora Lake at the opposite end of the lake from the inlet pipe and it is approximately 12 inches in size*
- *Mr. DeLong stated that this overflow operates year round, primarily because of the springs that flow into Lora Lake. There was some evidence of spring flows into Lora Lake along the northerly lots.*
- *John Grover indicated that there were no open grates from which silt could enter within the auto wrecking yard.*

¹⁸ Memorandum from Larry Gibbons to File, Lora Lake Sedimentation Problem, May 15, 1978. Administrative Working Files, Series 629, A04-007, Department of Transportation: Road Services Division, Box 12, Lora Lake Folder, King County Archives, Seattle, WA

In August 1979 the KCDPW agreed to provide the following improvements to the Lora Lake drainage system with the project scheduled to be completed in 1980: ¹⁹

The new system will consist of a storm drain around the north end of the lake and will include a standard manhole type oil separator and a rock weir at the outlet to control siltation. After the storm drain has been installed, the property owners will be able to remove the material that has built up at the mouth of the existing pipe into the lake. This pipe will be blocked so that no street drainage enters the system; however, it will continue to act as a footing drain for some of the existing residences.

Although the rock weir was constructed in 1983, it is unclear if the storm-drain system was installed and the existing pipe blocked. The KCDPW 1980 capital improvement program included \$12,000 in preliminary engineering funds for the drainage project and plans were drawn up (**Tab 9**). However, additional information was not found in the King County archives.

At a 1981 Lora Lake Shore Club meeting, a county engineer posited that the causes of lake siltation were “related to construction in the early 70’s, such as construction of SR-518 and re-work of a wrecking yard in the area.”²⁰ In addition, the engineer noted that club members felt the county bore responsibility for silting in Lora Lake which resulted in lessening its typical depth from 14-feet to only 9-feet.

¹⁹ Letter from James Guenther to Robert Erickson, August 13, 1979. Administrative Working Files, Series 629, A04-007, Department of Transportation: Road Services Division, Box 12, Lora Lake Folder, King County Archives, Seattle, WA

²⁰ Memorandum to file from Paul Hooper dated June 2, 1982 re: Lora Lake Citizens Meeting May 28, 1981. King County Department of Transportation, Road Services Division, Department of Public Works Historical Files, Folder titled “Lora Lake.”

In 1982, the County executed an agreement between the Lora Lake Shore Club and King County and agreed to the following:²¹

- *To remove or pay for the removal of siltation from the lake bed of Lora Lake*
- *To create two additional large catch basins above the current outfall into Lora Lake which will be designed to removed sediment and oil from the surface of the water which empties into Lora Lake.*
- *To place a rock weir system with a twenty-five foot radius at the existing location for the outfall into Lora Lake; such rock weir system to be designed to trap sediment from the surface of the water which empties into Lora Lake.*
- *To maintain and clean the catch basins and rock weir systems on an annual basis.*
- *To restore all property around Lora Lake which is used by King County to gain access to Lora Lake or to perform the work described in his agreement to the condition the property was in before it was used by King County*
- *To provide the Shore Club and its members with an artist's conception of the rock weir system before any work is performed on that system, and King County further agrees to work with the Shore Club and its members to make the rock weir system as attractive as possible*
- *To perform the various elements of the work set out in this agreement in a systematic and logical order which will minimize the possibility that the additional siltation and oil will enter Lora Lake and which will allow for the completion of all work by November 10, 1982, except for construction of the rock weir system...King Count shall also remove sediment according to the plan accumulating from the outfall between the time silt removal is complete and when the rock weir is constructed.*
- *This agreement is not intended to and should not be construed to be a release by the Shore Club of King County for liability for pollution and siltation of Lora Lake caused by King County after the date of this agreement.*

²¹ King County Department of Transportation, Road Services Division, Department of Public Works Historical Files, Folder titled "Lora Lake."

Despite the agreement and removal of lake silt by dredging in 1982 and construction of the rock weir in 1983, the Lora Lake Shore Club complained that the KCDPW was not living up to its agreement (see **Section 5.0 for additional details about the completed projects**). An internal KCDPW memo²² responded to each complaint as follows:

- *Some large rocks they claim are located a considerable distance away from the recently constructed rock weir in Lora Lake. I talked to Jerry Adair who managed the construction project and he was not aware of any rock located outside the rock weir and said that they have released the contractor.*
- *The silt presently behind the rock weir should be cleaned out.*
- *Construct another overflow weir adjacent to the existing bulkhead. I believe this is something two people from the community club could do by hand in one hour.*
- *The berm King County constructed around the Lora Lake dredging spoil area should be breached or leveled. Some adjacent land owners are complaining because it looks bad. I think we should do this quickly because water build up during the winter and possibly cause the berm to fail resulting in possible siltation of Miller Creek.*

4.2.2 Historical Drainage Lines (Tab 8)

An undated (possibly 1970s or earlier) “Outlets to Lora Lake” storm sewer map and system index acquired from the KCDNRP-WLRD-SWS notes: ²³

Outlets into a small lake behind 1009 S. 154th. The line crosses Des Moines Way S. at 15006, goes up to Burien Auto Wrecking and crosses to the west on the north side of the yard. Line continues to 8th Avenue S. and crosses in front of 14853 8th Avenue S. This system picks up street drainage, runoff and some water from the state highway.

²² Memo from Lou Haff, Maintenance Engineer to Larry Gibbins, Surface Water Management Division, dated October 7, 1983 re: Lora Lake. King County Department of Transportation, Road Services Division, Department of Public Works Historical Files, Folder titled “Lora Lake.”

²³ Personal communication with Cynthia Hernandez, King County DNRP Public Records Officer, November 3, 2010

In March 1976, a KCDPW employee inspected the storm sewer line running through Burien Auto Wrecking and noted “I found no oil, silts or water in the yard able to get into the line. Our tight line can not contribute to sedimentation, as a source. It may conduct off-site flows, containing pollutants from non-point sources.”²⁴

4.2.3 Southwest Suburban Sewer District

In 1971, Lora Lake and immediately adjacent land was annexed into the Southwest Suburban Sewer District on approval of the King County Boundary Review Board (**Tab 13**)²⁵. The notice of intention to annex the area noted the following:

The area of the proposed annexation is a 47 acre parcel of land lying adjacent to the existing eastern boundary of Southwest Suburban Sewer District. The area is bounded on the north by state highway 1-L, which is presently under construction along an east-west line extending from South 148th Street. The area is partially bounded on the South by the Renton-Three Tree Point Road, on the east partially by 12th Avenue South, and on the west totally by 8th Avenue South. Lora Lake is in the northeastern corner of the area proposed for annexation. The reason for the proposed annexation is the desire of petitioning property owners to have a modern sewerage disposal system available for the benefit of the land within this area. There is presently no modern sewerage system serving this area, which is generally suburban residential in character.

In the final approval, the following was noted:

Land uses are divided between a few single family dwellings, some retail commercial establishments, and one or more agricultural use. The annexation area constitutes a sub-basin within the general Miller Creek drainage area, and includes Lora Lake and a portion of Salmon Creek. The annexation boundary, although irregular, is determined by the sub-drainage basin periphery.

The major SWSSD feature adjacent to Lora Lake is the Miller Creek interceptor which was constructed in 1972 and runs along the eastern boundary of the lake (**Tab 11**) with associated manholes and connections. In 1987 the district tested the line and its connections and inspection forms did not reveal problems with the line.

²⁴ Inspector’s daily report, Lora Lake and Storm Line thru “Burien Auto Wreckers.” March 3, 1976. Administrative Working Files, Series 629, A04-007, Department of Transportation: Road Services Division, Box 12, Lora Lake Folder, King County Archives, Seattle, WA

²⁵ King County Boundary Review Board, Permanent File No. 317. Series 163, Box 30, Folders No. 5 and 6, King County Archives, Seattle, WA

4.2.4 City of SeaTac Incorporation (Tab 10)

Lora Lake was situated on unincorporated King County land until 1990 when the area was annexed to the City of SeaTac. Based on information obtained from a City of SeaTac public records request, it appears the City has had little to no involvement with Lora Lake since incorporation in 1990, especially as the only document provided was a 1983 KCDPW Lora Lake drainage bid package.

A May 1991 letter from the City of SeaTac Public Works Department to the County explained its position relative to the lake: ²⁶

The Lora Lake Shore Club approached the City of SeaTac asking if it plans to assume the maintenance responsibilities outlined in the agreement (the 1982 agreement between the club and King County). Not being familiar with the agreement, the City attorney was requested to review the agreement and advise if the City, as a result of incorporation, assumed the County's responsibilities as outlined in the agreement.

It is the opinion that the maintenance responsibility was not transferred or assigned to the City as a result of incorporation. When the Public Works Maintenance Department becomes better established and has a better handle on its maintenance problems, or the city annexes more of the area served by this drainage system, we will reconsider assumption of the maintenance responsibilities covered in the above referenced agreement. The County, therefore, should include the maintenance of these facilities in its annual maintenance schedule.

²⁶ Letter from Bruce Rayburn, Director of City of SeaTac Public Works to James Kramer, Manager of King County Surface Water Management dated May 3, 1991. King County Department of Transportation, Road Services Division, Department of Public Works Historical Files, Folder titled "Lora Lake."

However, an October 1991 internal KCDPW memorandum provides a differing perspective on City involvement with the lake:²⁷

County Road Engineer Haff and his staff do not concur with the conclusion offered in the May 3, 1991 letter from City of SeaTac Public Works Director Bruce Rayburn...that the City did not assume maintenance responsibility for Lora Lake with incorporation. The lake is located entirely within the limits of the City of SeaTac and the storm drain facilities were built with and maintained with road funds. It is the opinion of staff that storm drainage facilities are part of the road drainage system which became the responsibility of the City of SeaTac incorporation. The Roads and Engineering Division's contract with the City of SeaTac is for the provision of normal road maintenance services. Many of the issues raised by the Lora Lake Shore Club would exceed that level of service, and the work would have to be requested by the City of SeaTac as additional cost items.

²⁷ Memo from Paul Tanaka, Director of King County Public Works to Rella Foley, Director, Office of Citizen Complaints, dated October 21, 1991 re: Lora Lake Maintenance. King County Department of Transportation, Road Services Division, Department of Public Works Historical Files, Folder titled "Lora Lake."

5.0 LORA LAKE DREDGING HISTORY (Tab 9)

In 1981, as part of capital improvement program planning and as a response to years of citizen complaints and concerns, KCDPW envisioned a project to “eliminate the existing outfall into Lora Lake and build a new system around the south side of the lake to a discharge point in Miller Creek.” However, the project was revised in 1982 and it called for:²⁸

Cleaning the lake by dredging the silty material from the lake and depositing this dredge material onto the Port of Seattle property northeast of the lake. A settlement pond is to be constructed at the inlet of the lake to keep it clean in the future.

In October 1982, KCDPW entered into an agreement in with the Lora Lake Shore Club to provide engineering and other solutions to lake drainage problems (see Section 4.2.1.). The first of ten agreed upon items was that “King County agrees to remove or pay for the removal of siltation from the lake bed of Lora Lake in accordance with the plans which are attached as appendix “D” to this agreement.”²⁹ The plan was titled *Lora Lake Dredging Site Plan* and included the notations “temporarily close the outlet from Lora Lake during the dredging to prevent siltation entering Miller Creek. Dredging operation should be stopped when overbank flows occur from Lora Lake,” and “excavate 2’ below the invert of present inlet to the lake within this 60’ radius.”³⁰ The plan also includes a drawing of the lake which illustrates elevations; an existing 18” pipe located on the northwest corner of the lake; and an existing outlet to Miller Creek located on the southeast corner of the lake.

²⁸ CIP Project Description in files related to King County Ordinance No. 6104 “amending the scope of work and reducing the cost of Lora Lake Drainage.” King County Council Ordinances, 1982. RG-012, Series 305, Box 130, Folder “6094-6104”. King County Archives.

²⁹ Attached to a Letter from King County office of the Prosecuting Attorney to David Gross, Attorney at law for the Lora Lake Shore Club, dated October 1, 1982. King County Department of Transportation, Road Services Division, Department of Public Works Historical Files, Folder titled “Lora Lake.”

³⁰ See footnote #2

In November 1982, under CIP Project No. 600680 KCDPW awarded Contract No. C09420C, Lora Lake Dredging, to Marine Construction & Dredging, Inc. The dredging was completed in December 1982. The company's business license account was closed in September 1990 and expired in December 2006.³¹ A review of archived correspondence³² between KCDPW and the contractor reveals information about the technical dredging approach and the total volume of material dredged from the lake (**Tab 9**):

December 2, 1982

Thank you for your November 17, 1982 letter expressing the physical limitations of your dredging equipment and your possible over-dredging without additional payment. We have reviewed the step cutting method to hydraulically dredge the underwater slopes of Lora Lake. This method is satisfactory to King County. Also, the method on how to dredge the area within the 60-foot radius of the inflow pipe agreed upon between your foreman and our inspector, Mike Gregory, is acceptable.

December 3, 1982

In regards to your letters of November 23rd and November 30th... Your foreman has been instructed to cease excavating the hard material and to remove the top layer of silts only.

December 15, 1982

This is in reference to your letter dated December 13, 1982... Based on the discussion at the meeting and the information which we presented to you showing dredged elevations, we will withhold comment on your letter contending a changed condition. As you indicated, if the lake has been dredged several feet below elevation 250, your claim is substantially reduced.

³¹ The company's owner, Ken Youngsman, passed away in March 2006. I attempted to contact his heirs to determine if any historical company records exist, however I was unsuccessful in that effort.

³² Correspondence between Rex Knight, Manger of Engineer Services and Ken Youngsman, President of Marine Construction & Dredging, Inc., between December 2, 1982 and May 25, 1983. King County Department of Transportation, Road Services Division, Department of Public Works Historical Files, Folder titled "Lora Lake."

January 17, 1983

This is in reference to your letters of December 20, 1982 and January 11, 1983, and the meeting with your engineer, Mr. Roque, on January 6, 1983.

As discussed at the meeting with Mr. Roque, we refigured the volume dredged based on the higher of the two readings taken by our survey crews on December 6, 1982. The only exception to this was in the areas of the lake which were not dredged, according to your grid data, until after December 6, 1982.

The quantity which we computed by using the higher as-built elevations is 10,500 cubic yards. This includes 1,423 cubic yards dredged below design grade (over-excavation). We have previously calculated that, based on the original cross-sections, there were 1,104 cubic yards of material dredged below original lake bottom.

The quantities provided by Mr. Roque show 750 cubic yards (pipe hole) dredged. The over dredging in this area was a result of the physical limitations of your equipment and not to be considered for additional payment.

The dredging quantity figured by Mr. Roque less the 750 cubic yards would be 13,343 cubic yards. The difference in our quantities can very easily be explained in terms of top of original material and the method for measuring, i.e. –(#8 lead vs. steel rod). This material would be easily dredged and not contribute substantially to the cost.

Based on this information, and acknowledging that some excavation below lake bottom was called for, we propose a \$5,000.00 lump sum increase to the contract to settle this claim.

January 26, 1983

We have reviewed the information which Mr. Roque submitted and the recalculations which we have done on quantities of material. As we discussed and generally agreed, the total quantity of material dredged is about 16,000 cubic yards. This is a combination of the 10,500 cubic yards from our cross sections and your 5,638 cubic yards figure for volumes dredged above the cross sections. This quantity corresponds with the volume estimated to be in the disposal pond.

Also under Project No. 600680, the KCDPW awarded Contract No. C905726 for Lora Lake Drainage, to M & D Stoen Construction, Inc. in 1983. Work performed under Contract C905726 consisted of constructing a rock berm in Lora Lake in order to create a siltation pond at the inlet into the lake from Des Moines Memorial Drive. A separate project under this contract, No. C58615C was also related to construction of the rock berm. **Tab 9** contains related photographs taken in August 1983.

6.0 HISTORY OF ADJACENT LAND USES

Information about adjacent land uses is based on a review of historic aerial photography, tax assessment records, title documents, land use maps, county atlases, and surveys.

6.1 NORTH OF THE SUBJECT PARCEL

The area north of the subject parcel is located between S. 150th Street and the SR-518 corridor and between Des Moines Memorial Drive and 12th Avenue S. Between the mid 1930s and early 1940s, this area consisted of agricultural land, undeveloped land, and scattered residential and agricultural related buildings and structures. By the mid 1940s numerous single family dwellings had been established northwest of the lake along Des Moines Memorial Drive, although much of the land to the northeast was still undeveloped or was used for agricultural purposes. Between 1946 and 1965 much of the area north of the lake was developed into residential neighborhoods with single family dwellings located along both sides of Des Moines Memorial Drive. This development also included the initial construction or improvement of local roads and streets that are known today.

In the late 1960s and early 1970s, some of the residences located north of the lake were demolished to make way for SR-518 construction. In addition, the state transportation department created a large staging area off the northeast corner of the lake as part of SR-518 construction. The area was occupied by commercial vehicles, heavy equipment, and structures of undetermined origin. Evidence of ground disturbing activity, possible spoil piles, and water ponding is visible on 1969-1970 aerial photographs. In addition, an unpaved extension of S. 150th Street was established east of the lake in the early 1970s as part of SR-518 construction; it was improved to pavement by the late 1980s. The staging area was still in existence as late as 1979, but by 1982 it had become grown over with scrub grasses and shrubs and previously existing structures had been removed. Uses of the area north of the lake have remained essentially the same since the early 1980s—largely residential in character bisected by the SR-518 corridor.

6.2 SOUTH OF THE SUBJECT PARCEL

The area south of the subject parcel is located between the southern boundary of the lake and S. 152nd Street and between Des Moines Memorial Drive and 12th Avenue S. This area was primarily agricultural land between the mid 1930s and the mid 1950s. In 1943 a single family dwelling was built by Felix Vacca south of the lake at the intersection of Des Moines Memorial Drive and S. 152nd Street. This was supplemented by the construction of a greenhouse in 1953 and historical King County land use maps indicate the surrounding land was known as “Vacca’s pumpkin patch.” Historical tax assessment records indicate the house and greenhouse were torn down in 1970-1971. In the early 1960s, a small tract of residential dwellings were established on the east side of 12th Avenue S. However, the area south of the lake continued to be used for agricultural purposes until the late 1980s or early 1990s. Between the mid 1990s and early 2000’s, this area had grown over and became undeveloped land. By 2005 much of the area was cleared by the Port as part of third runway construction activities.

Historic King County real property record cards reveal that a gas station was built southwest of the subject parcel in 1915 within a triangle of land situated at the intersections of S. 152nd Street, 8th Avenue S. and Des Moines Memorial Drive at the approximate address of 15217 Des Moines Memorial Drive. A year later a house was built at the same address and was attached to the gas station building. The real property record cards include a 1930’s era photograph of the gas station and it was known as the “Triangle Service Station” operated by an H.N. Peters (Herman Peters was the fee owner of this property and purchased it in 1909). No other records pertaining to this gas station were found in this research; however, as shown in historic aerial photographs, the gas station and house had been removed from the triangle of land by 1970.³³ According to a 2004 Des Moines Memorial Drive corridor study this was the first gas station in southern King County.³⁴

³³ The next business to occupy this property was “Tucker Upholstery” which was built in 1981

³⁴ SBA Landscape Architects. *Des Moines Memorial Drive Corridor Management Plan, WWI Living Road of Remembrance.*

6.3 EAST OF THE SUBJECT PARCEL

The area east of the subject parcel is located east of 12th Avenue S. and between S. 150th and S. 152nd streets. This area was undeveloped and rural agricultural land from the mid 1930s until the early 1960s when single-family dwellings were established off the southeast corner of the subject parcel at S. 152nd Street and 13th Avenue S. However, all of the dwellings had been removed by 1979 as part of the Port's expansion of SeaTac airport.

6.4 WEST OF THE SUBJECT PARCEL

The area west of the subject parcel is located between the Des Moines Memorial Drive corridor and 8th Avenue S. and between S. 150th and S 152nd streets. Between the mid 1930s and the mid 1940s this area consisted of rural agricultural land with scattered single family dwellings and associated farm buildings and structures located along the west side of Des Moines Memorial Drive. Commercial activity developed along 8th Avenue S. (bowling alley and a grocery store) in the late 1950s. Commercial activity located due northwest of the subject parcel included a barrel washing facility in the 1940s, an auto wrecking yard from the 1950s to the mid 1980s and an apartment complex built in the mid 1980s all on the same parcel of land. Those uses are examined in more detail below. Please refer to Stirling Consulting report *Historic Uses of the Port of Seattle Lora Lake Apartments Parcel* for additional details.

6.4.1 Novak Barrel Company

The first commercial activity in this area occurred in 1940 with the construction of a barrel washing facility by the Novak Barrel Company at 15001 Des Moines Memorial Drive (then known as Des Moines Way). Novak Barrel was incorporated in the State of Washington in June 1939 by Joseph and Lottie Novak, V.C. Decker and Otto J. Rouse in order to “buy, sell, deal in and with, manufacture, recondition and repair barrels, drums and shipping containers of all kinds and descriptions.” The company was administratively dissolved in October 1940.³⁵

³⁵ Articles of incorporation. Washington Secretary of State, Corporations Division.

King County historical real property record cards show that an industrial type building identified as a “warehouse” was constructed at the address of 15001 Des Moines Way in 1940. The structure was of galvanized iron construction; measured 142 feet by 40 feet; situated on a wood and post concrete block foundation; and was heated by a stove. The structure was also divided into two parts with the larger portion having a wood plank floor and the other smaller portion having a concrete floor. It is possible that the smaller portion of the structure was where barrel washing activity occurred. The structure was enclosed by a steel post and cedar fence. The cards also reveal an unidentified structure was erected in 1942. Although not called out on the cards, a photograph of the structure appears to show several smoke-stack type features rising out of the end of the larger portion of the structure.

In 1952, Joseph and Lottie Novak sold the property on which their barrel washing facility operated to Ben and Grace Arnold, owners of Burien Auto Wrecking.

6.4.2 Burien Auto Wrecking

The next commercial activity in this area was an auto wrecking yard owned and operated by Ben and Grace Arnold. The yard began operating in the early 1950s, and between 1956 and 1982, Burien Auto Wrecking (BAW) purchased numerous classified ads in the *Seattle Times* with such proclamations as “large stock of auto parts,” “need a good flathead Ford or Merc. Engine,” “buy older cars, trucks any year or condition,” and “used motors, trans, auto parts.”

According to King County Assessor historical real property record cards the address associated with this company was 15001 Des Moines Way. A 1956 photograph of the wrecking yard shows a large sign titled “Burien Auto Wrecking—Skookum Junk.” A 1956 aerial photograph of the subject site area shows that BAW stored hundreds of auto vehicles on the property and also utilized the structures built in 1940 by the Novak Barrel Company (actual purpose unknown). This type of use, with wrecking yard expansion occurring in the 1960s and 1970s, continued until 1985, when the wrecking yard was deactivated in advance of the development and construction of the Lora Lake apartment complex. A 1985 aerial photograph shows that all vehicles had been removed from the site; however, perimeter fencing still existed as did the original Novak Barrel building.

6.4.3 Lora Lake Apartments

Henry J. Mueller purchased the property from the former operators of Burien Auto Wrecking in 1986. Although no development permit or inspection records are available from the King County Department of Development & Environmental Services, King County Assessor historical real property record cards show that construction of the 234 unit apartment complex was completed in 1987 under Permit No. 104785. These records also show that at least three single-family dwellings were demolished in 1986 to make way for apartment construction. These included a house located at 14923 Des Moines Way S., built in 1938; another located at 14933 Des Moines Way S. built in 1941; and the other located at 14834 8th Avenue S., built in 1954.

6.4.4 Shell/Exxon Gas Station

A gas station operated under the Shell and Exxon brands west of the subject parcel and due south of the Lora Lake Apartment's complex between 1973 and 2001.

6.4.5 Sunnydale Substation

In 1960, Seattle City Light built an electrical substation west of the subject parcel and immediately adjacent to the southern boundary of the Lora Lake Apartment parcel. The substation was deactivated in 1994 and transformers and other electrical equipment were de-energized and removed; the site has been vacant since.

7.0 POTENTIAL SOURCES OF CONTAMINATION

7.1 ON-PARCEL SOURCES

Based on historic uses of the subject parcel there are limited sources of on-site contamination. The most likely sources would be the peat mining operation that created the lake and peat excavation activities that occurred between about 1946 and 1958. The most likely source of contamination would be petroleum products resulting from the fueling of commercial vehicles and equipment used for mining peat and associated repair and upkeep of the same equipment.

Other possible sources would be the single-family dwellings and associated structures and out-buildings that were constructed around the lake between the late 1940s and late 1960s. Waste streams of concern from these homes would likely have included leaking underground oil storage tanks, septic systems, dry wells, and run-off of household chemicals and lawn-care products such as pesticides, herbicides, and fertilizers. However, it is assumed that some level of environmental assessment and remediation as necessary was conducted prior to removal of these structures as part of the Port's third runway construction.

7.2 OFF-PARCEL SOURCES

Concerns over off-site sources of contamination to the Lora Lake parcel relate primarily to run-off from local roads, historical highway construction activities, two historical commercial activities of concern (Novak Barrel Company and Buriem Auto Wrecking), and gas stations that used underground storage tanks to store petroleum products and/or other substances of concern. The following information is based on historical documents acquired during my research as well as previous environmental investigation provided by the Port relating to adjacent properties.

7.2.1 NORTH OF THE SUBJECT PARCEL

7.2.1.1 *King County Gravel Pit*

A King County gravel pit was located north of the subject parcel along the western boundary of Des Moines Memorial Drive and between South 146th and South 144th Streets. It is identified as a King County gravel pit as early as 1912 on an official County map and as late as 1950 on a county atlas. 1970 aerial photographs show the gravel pit in use related to construction of SR-518. While it is possible that run-off from the pit was carried to Lora Lake, due to lake dredging in 1982 it is unlikely that impacts from gravel pit use would be evident today.

7.2.1.2 *SR-518 Construction*

In the late 1960s and early 1970s, a wide swath of land north of the lake was cleared of buildings and structures for construction of SR-518 and the corresponding Des Moines Memorial Drive overchange. A 1970 aerial photograph shows that an area was cleared off the northeast corner of the lake and used as a staging area for heavy equipment during construction of SR-518. In addition, the aerial photograph indicates ponding on the clearing as well as potential spoils piles. The potential for run-on to the subject parcel would have been likely during rain events as well as the transfer of overburden during high-wind events. However, as the lake was dredged in 1982, it is unlikely that impacts from highway construction would be evident today.

7.2.2 SOUTH OF THE SUBJECT PARCEL

In 1915 a gas station known as the “Triangle Gas Station” was built southwest of the subject parcel at 15217 Des Moines Memorial Drive. Little is known about the history of this gas station which operated at least into the early 1930s. Its presence is not noted in previous geotechnical or environmental investigations conducted in the area and it appears that its existence has never been revealed to any regulatory authority as it was removed from its location by 1970. However, based on the architectural characteristics shown in a historical photograph on a King County historic real property record card, it is likely the gas station had one or more underground storage tanks and utilized petroleum products and other substances commonly associated with gas stations operating during the same time period. It is also reported to be the first gas station to operate in southern King County.

7.2.3 EAST OF THE SUBJECT PARCEL

Potential sources of contamination were not found east of the subject site.

7.2.4 WEST OF THE SUBJECT PARCEL

7.2.4.1 *Novak Barrel Company*

The only documentation of this company found is from historical reports of the Washington Pollution Control Commission (WPCC). For instance, in July 1945³⁶ the WPCC while investigating a report of oil pollution in Miller Creek noted that the Novak Barrel Company (NBC) plant was found in very good condition. In June 1946³⁷ the WPCC investigated NBC for the purpose of testing the waters of Miller Creek. Complaints had been received reporting the presence of dead fish and baby ducks in creek waters. WPCC investigators reported:

- *The Novak Barrel Company reconditions old oil drums using a strong caustic solution in their wash waters. After use, these wash waters are drained into several sumps before entering Miller Creek. Although the soil in this area is very sandy and porous, it is our opinion that much of the strong lye solution used in the washing process reaches the waters of Miller Creek.*
- *Mrs. Frank Anderson, a close neighbor, who has a large pond in her back yard with a small island in the center, was contacted. Mrs. Anderson claims that a large number of wild ducks are raised on the island and as soon as the baby ducks are large enough to take to the water they die after drinking from this pond, although she claims it does not seem to bother the grown ducks.*
- *Chemist Morland Jones, of the Pollution Control Commission, recommended that a neutralizer be added to the waste waters before they are allowed to enter the sumps. Mr. Jones is now in the process of making these tests and when these are completed, the proper neutralizer will be recommended.*

³⁶ Washington Pollution Control Commission. *Memorandum Number 6: Pollution of Oil in Miller Creek at South 156th and Des Moines Way.* Technical Division, 218 Bagley Hall, University of Washington. July 16.

³⁷ Washington Pollution Control Commission. *Memorandum Number 189: Pollution from Novak Barrel Company.* Technical Division, 218 Bagley Hall, University of Washington. July 9.

The WPCC again investigated NBC in December 1947³⁸ at the request of a prospective purchaser of the company and found:

A careful inspection of the operations of the Novak Barrel Company revealed that the concern had installed four sumps and all of the barrel washings are run into these for clearance of any deleterious materials. According to the inspection, the operation seem perfectly satisfactory and if the baffle plates in the oil separating pumps are cleaned at regular intervals there does not seem to be any likelihood of the waters of Miller Creek being polluted from them.

Based on WPCC reports of investigation it is unlikely that caustic solutions used in the 1940s would have an impact today on the subject parcel. However, there are several “unknowns” that raise question about historical waste streams. Primary among these is the source of barrels washed at the facility (e.g., private, military, commercial or industrial sources); their contents (chemicals, petroleum products, manufacturing wastes, etc.); and were substances other than those identified by the WPCC utilized by the company to wash barrels. Based on the limited historical information and unresolved questions about barrel washing processes and sources and contents of barrels washed as well as potential chemicals and substances used to clean barrels, there is a potential for contaminants from this site to have impacted the subject site.

7.2.4.2 *Burien Auto Wrecking*

The history of this company and its owners is limited. However, based on waste streams historically associated with auto wrecking yards, there is a potential for contaminants from this auto wrecking yard to have impacted the subject parcel. Activities and related waste streams common to auto wrecking yards include the following:

- Asbestos (brake pads and linings)
- Auto fluff (provided automobiles were crushed and or pulverized)
- Heavy metal (cadmium, chromium, zinc, copper, nickel, aluminum, etc.) leaching from junked vehicles as well as salvage activities (shearing, cutting, crushing, etc.); and existing in starters, alternators, and generators
- Hydraulic fluids and lubricants (brake, power steering, and transmission systems, bearing grease)
- Lead (batteries)
- Mercury switches

³⁸ Washington Pollution Control Commission. *Memorandum Number 504: Recheck of Pollution from Novak Barrel Company Along Miller Creek, King County*. Technical Division, 203 Bagley Hall, University of Washington. December 16.

- Petroleum products (waste oil disposal from crank cases as well as drippage from junked vehicles; scrapped tires)
- Plastics (acrylonitrile-butadiene-styrene, polyethylene, polypropylene, polyurethane foam)
- Solvents (used in degreasing and parts cleaning)
- Steam cleaning condensate from cleaning automobile engines

7.2.4.3 *Lora Lake Apartments*

Although no permits, plans, or other developmental information was found for the Lora Lake apartments, development activities typical of apartment complexes would likely be limited to the site itself and therefore impacts to the subject site from construction of the apartment complex appear limited.

7.2.4.4 *Gas Station (5041 Des Moines Memorial Drive)*

A gas station operated under the Shell and Exxon brands west of the subject parcel between 1973 and 2001. In 1998, Cole Geotechnical & Environmental Services conducted an underground storage tank site assessment during which five USTs were removed (three gasoline, one diesel, and one waste oil). Slightly more than 400 tons of contaminated soil was removed from the gas station and soil sampling revealed that regulatory cleanup levels were not exceeded. Groundwater samples were not taken.³⁹ In 2000 Parametrix conducted a Phase I ESA of the gas station property and identified potential environmental concerns including the presence of USTs, lines and dispensers; an existing heating UST; hydraulic hoists, two above ground 300-gallon waste oil tanks which product was used in an on-site permitted oil furnace, several small areas of ground staining, and two abandoned floor drains in the shop. Also in 2000, WGR Southwest conducted an evaluation of the station based on the Parametrix Phase I ESA. Sampling of soil and groundwater revealed soil impacted by elevated levels of gasoline and oil-range hydrocarbons and groundwater impacted by elevated levels of gasoline and BTEX.⁴⁰

³⁹ Cole Geotechnical & Environmental Services. 1998. *Underground Storage Tank Closure and Remediation, Charley's Service, 15041 Des Moines Memorial Drive South, Burien, Washington*. Prepared for Charley Waters.

⁴⁰ GeoScience Management, Inc. 2003. *Underground Storage Tank Removal, Soil Excavation and Sampling Activities Report. Former Charlie's Exxon Service Station Property. 15041 Des Moines Memorial Drive South, SeaTac, Washington*. Prepared for Marilyn Guthrie, Aviation Environmental Engineering Group, Port of Seattle.

In mid 2001, the Port purchased the gas station as part of third runway activities and between 2002 and 2003 existing buildings and structures and remaining infrastructure were demolished and removed under contract by Rivers Edge Construction and GeoScience Management, Inc. (GMI). In 2003 GMI concluded that:⁴¹

Soil at the former Charlie's Exxon property has been remediated in accordance with state regulations, and meets the most stringent cleanup criteria specified under MTCA. Groundwater impacted primarily with gasoline-range petroleum hydrocarbons was encountered during excavation. Approximately 100,000 gallons of excavation water was pumped out and disposed of off-site. Additional characterization of groundwater is warranted now that the sources of contamination have been removed.

GMI conducted additional groundwater characterization in 2006 and 2007, finding that “no target analytes were detected at or above the analytical method reporting limits in any of four groundwater monitoring well samples.”⁴²

7.2.4.5 Sunnydale Substation (15002 8th Avenue South)

This former electrical unit substation, located west of the subject parcel across Des Moines Memorial Drive is situated on land transferred to the City of Seattle in 1958 by the Tenth Church of Christ Scientist under authority of City of Seattle Ordinance No. 109984. In a 1991 preliminary site assessment of the Lora Lake and Holly Ridge apartment complexes, Dames & Moore contacted Tracy Dieckhoner of Seattle City Light about the substation and she noted “that a possibility exists that transformers located within the substation located adjacent to Lora Lake contain PCB oils. However, she found no records of spills or reported leaks from this substation.”

43

⁴¹ See Footnote No. 12

⁴² GeoScience Management, Inc. 2006. *Groundwater Monitoring Report for September 2006, Former Charlie's Exxon Service Station Property* and GeoScience Management, Inc. 2007. *Groundwater Monitoring Report for January 2007, Former Charlie's Exxon Service Station Property*. Prepared for the Port of Seattle, Aviation Environmental Programs.

⁴³ Dames & Moore. 1991. *Report, Preliminary Site Assessment, Lora Lake and Holly Ridge Apartment Complexes, 15001 and 15405 Des Moines Way S., Burien, Washington*. Submitted to: Santa Anita Realty Enterprises.

In 2001 Herrera Environmental Consultants conducted an environmental site assessment of the site for Seattle City Light for the purpose of site closure in anticipation of a real estate transaction. The following historical information was noted in the report: ⁴⁴

All historical site background information for this substation was provided by Seattle City Light (SCL). The site is situated within commercial businesses to the south and west, and multi-residential buildings to the east and north. SCL acquired the property in 1958 to site a 4 kilovolt (Kv) electrical unit substation. Transformers and other electrical equipment were de-energized and removed in December 1994. A 1994 letter from SCL to the Fire District 2 chief stated that the two auxiliary transformers contained PCBs and the power transformer does not (no concentrations provided).

The substation site is set back approximately 200 feet east from 8th Avenue South. Access to the site is by a weed-covered driveway blocked near 8th Avenue South by a chain and padlocked gate across the driveway. The site is currently is vacant and secured by a 4-foot high cyclone fence, with the former transformer concrete platform pad in the west-southwest portion of the site surrounded by a gravel-filled yard. A dark-colored stain area covered with absorbent pads indicating a spill release was observed in the yard area adjacent to the southeast corner of the concrete pad. The Seattle City Light maintenance crew used pesticides periodically at this site between 1972 and 1997.

Herrera conducted soil sampling to determine the presence of PCBs, asbestos, petroleum products, and pesticides and herbicides and concluded:

- *Analytical results of samples collected from the Sunnydale electrical substation indicate releases of transformer oil within the visibly stained area adjacent to the southeast corner of the concrete pad...Results indicate no PCBs detected above practical quantitation limits or screening levels in any of the soil and concrete samples submitted for analysis.*
- *4,4'-DDT was detected in composite sample SN-CS-01 at an estimated concentration of 12 mg/kg, which is below the practical limit for this analyte. No chlorinated pesticides were detected above practical quantitation limits or screening levels.*
- *No asbestos was detected in materials collected from conduit pipe stubs at the site, including cable wire insulation and fiber conduit pipe materials.*

⁴⁴ Herrera Environmental Consultants, Inc. 2001. *4KV Environmental Site Assessment: Sunnydale Electrical Substation, 15002 8th Avenue South, Seattle, Washington.* Prepared for Seattle City Light.

In 2008 the City of Seattle's Fleet and Facilities Department, Real Estate Services Division conducted a preliminary evaluation of the property.⁴⁵ Identified as Property Management Area No. 609 the city reviewed its history, environmental issues, and highest and best uses. Relative to past uses, the city noted that "City Light will work with King County to identify the best strategy for accomplishing necessary clean-up in association with the future development of the property."

7.3 SITES WITH UNDERGROUND STORAGE TANKS

In 1991 Dames & Moore conducted a Preliminary Site Assessment of the adjacent Lora Lake apartment's complex, including a review of sites with registered underground storage tanks as well as those known to have leaking underground storage tanks (LUST). Due to the proximity of the apartment site to the subject parcel, the LUST sites identified in 1991 are of interest as potential off-site contributors to the subject site.

The current issue of the Washington Department of Ecology's LUST *List* was conducted to determine the status of sites identified in 1991. Of the four LUST sites identified in 1991, cleanup has been completed on two, one is being cleaned up, and the other is undergoing environmental assessment. All of the sites are located west, northwest, and southwest of the subject site along 1st Avenue South between S. 148th and S. 160th streets. Therefore there is a limited potential for impact to the subject parcel from these gas stations.

A gas station site of interest and the only one immediately adjacent to the subject parcel that did not appear on the *LUST List*, but did appear on a 1991 issue of the Washington Department of Ecology's *Underground Storage Tank Register* is a former Shell gas station located at 15041 Des Moines Memorial Drive. However, the gas station was deactivated, torn down, and successfully remediated by Port contractors in 2002-2003.

⁴⁵ Gholaghong R. 2009. *Preliminary Report: Evaluation of Reuse and Disposal Options for PMA No. 609*. Draft Report dated February 7.

**HISTORIC USES OF THE PORT OF SEATTLE
LORA LAKE PARCEL**

(King County Tax Parcel No. 2023049281)

Prepared For:

FLOYD/SNIDER
Two Union Square
601 Union Street, Suite 600
Seattle, WA 98101

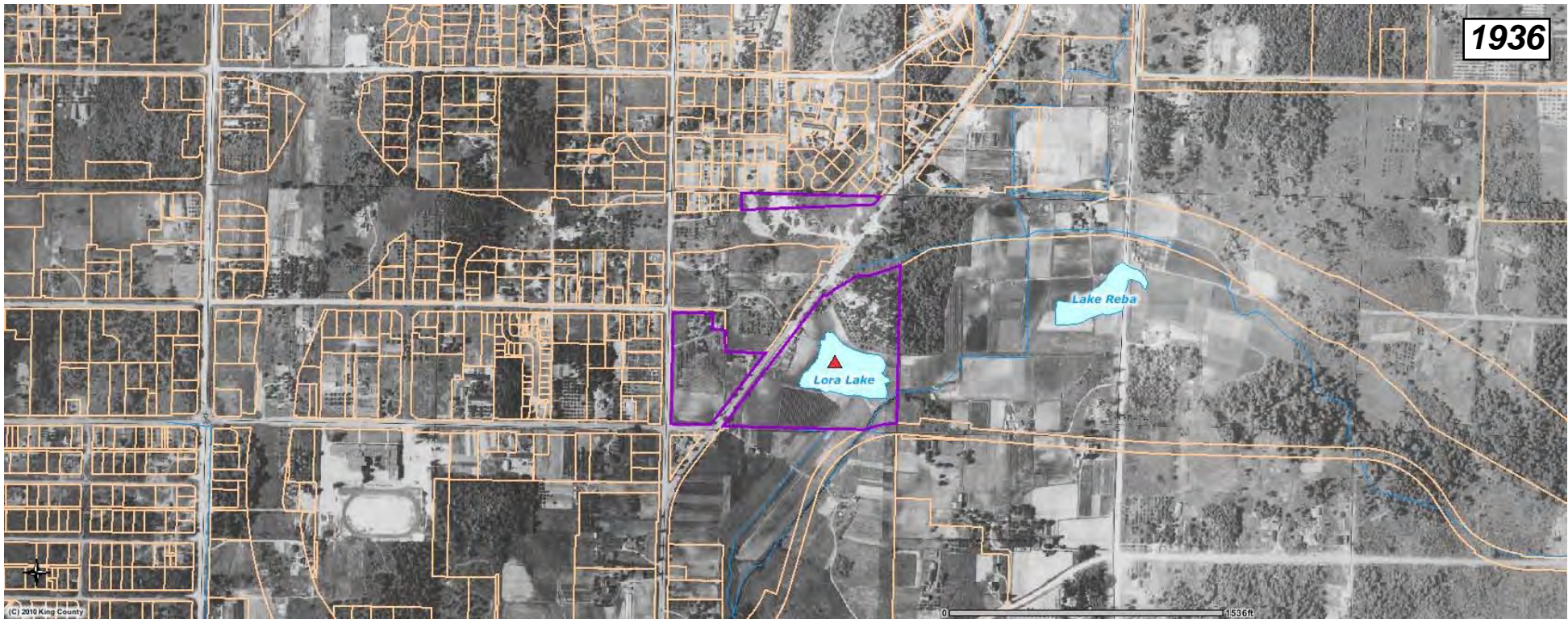
August 2011

Prepared By:

STIRLING CONSULTING
48 Alexis Lane
Coupeville, WA 98239

Phone (360) 678-1934
stirlingconsulting@frontier.com

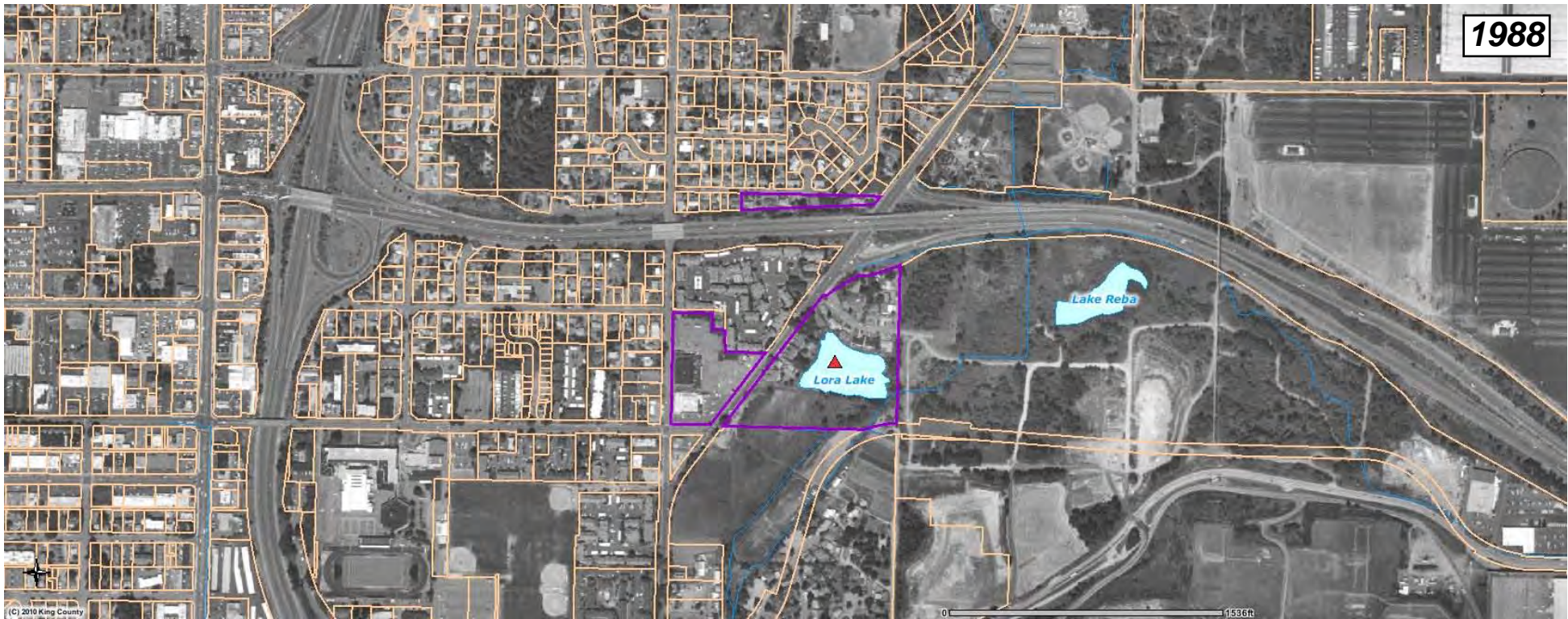
1936



(C) 2010 King County

0 1536ft

1988



(C) 2010 King County

2000



2002



(C) 2010 King County

0 1536ft

2005



(C) 2010 King County

2007



(C) 2010 King County

0 1536ft

1954

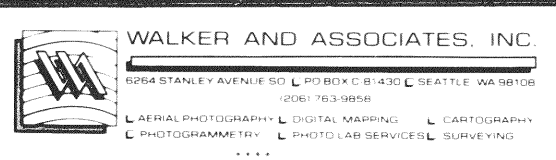


1988



LEGEND

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 - Horiz. & Vert. Control:
 - Vertical Control:
 - Spot Elevation:
 - Index Contour: 325
 - Dashed Index Cont.:
 - Intermediate Cont.:
 - Dashed Inter. Cont.:
 - Depression Cont.:
 - Dashed Dep. Cont.:
- Date of Photography: 5-8-88
- Datum:
 Horizontal: Lambert, N. Zone
 Vertical: NGVD 29
 Solid Grid Lines: Sea-Tac Grid
 Grid Ticks: Lambert Grid
- Note:
 Control by Port of Seattle and Horton Dennis & Assoc., Inc.
- ABBREVIATIONS:
 Horizontal: Cont.
 Vertical: Cont.
 Contour: Cont.
 Intermediate: Inter.
 Depression: Dep.
 None: None
- Note:
 Dashed contours indicate dense trees and brush and may not meet vertical specifications



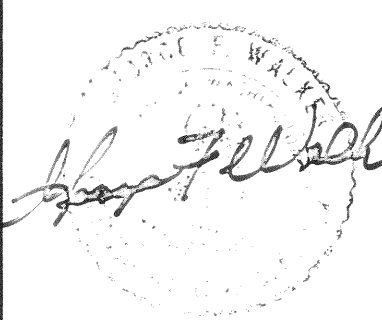
PROJECT ENGR./ARCH. Riley

DESIGNER: D.S. & S.M.

SCALE: 1" = 100'

DATE: 5-8-88

CHECKED BY: G. Stebens



| REVISIONS | | | | | | | | | |
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| | | | | | | | | | |
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| | | | | | | | | | |

PROJECT ENGINEER: Steve Okamura

DESIGNER: DATE:

DRAWN BY: CHECKED BY:

APPROVED BY: *Steve Okamura*

PORT OF SEATTLE

SEA-TAC INTERNATIONAL AIRPORT

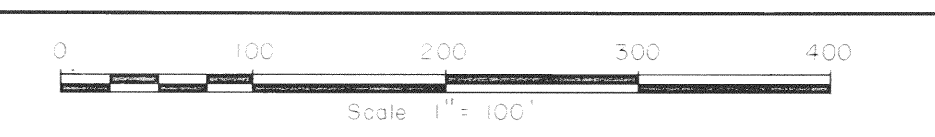
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PLATE NO. 8

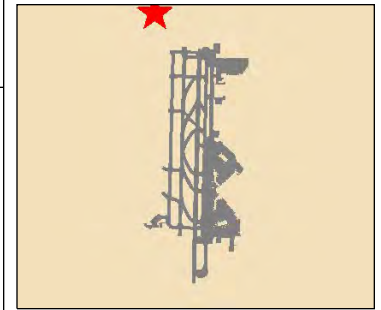
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CONSULTANT'S NO.

PORT OF SEATTLE NO. STIA-8847-C-8



Internet Mapping Framework



Legend

PeopleSoft Asset Mgt

- Cities
- 2003 S. King County 12-inch Color



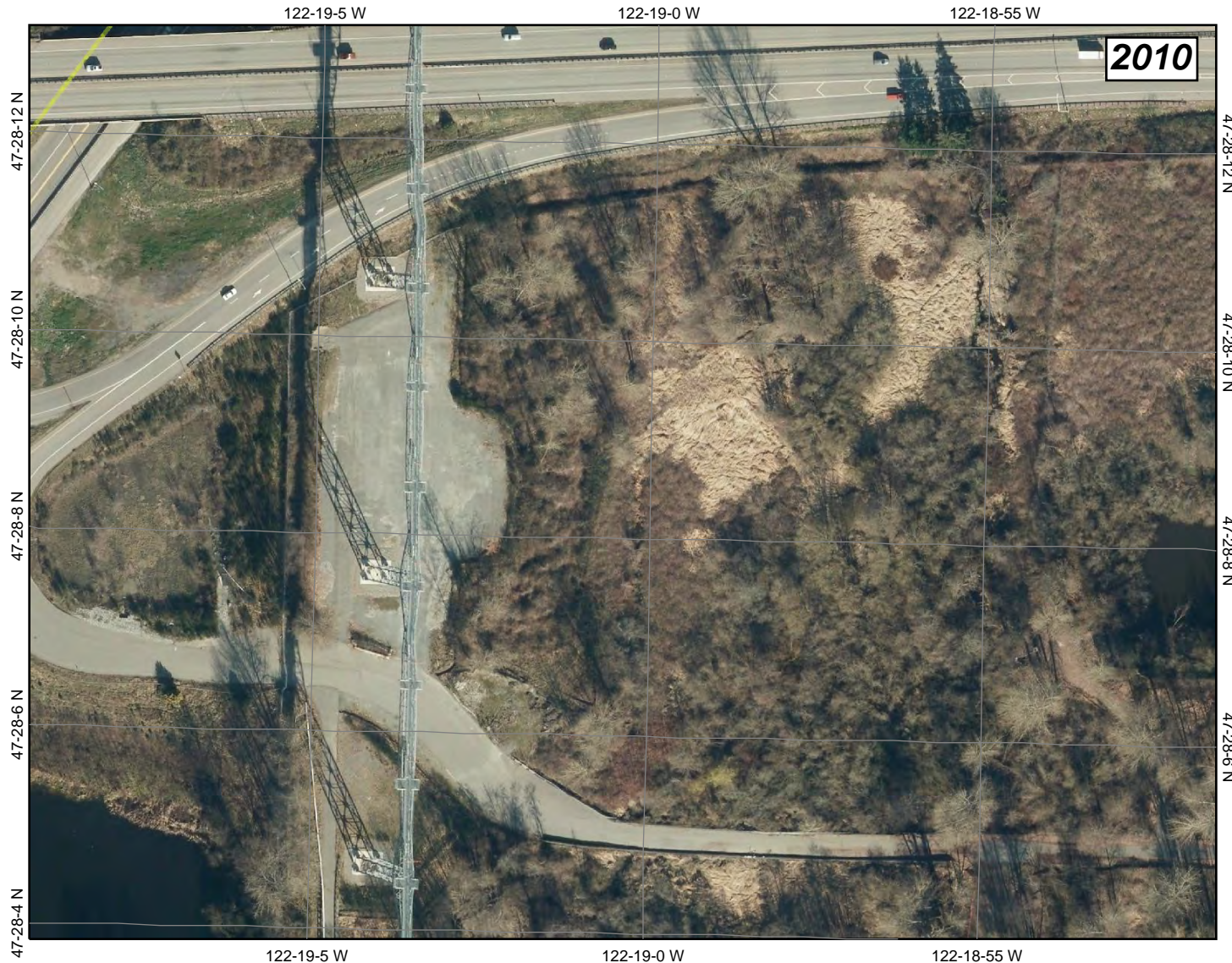
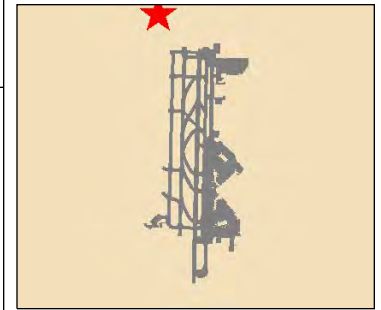
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Scale: 1:2,000

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Internet Mapping Framework



Legend

- PeopleSoft Asset Mgt
- Cities
- 2010 6-inch Color

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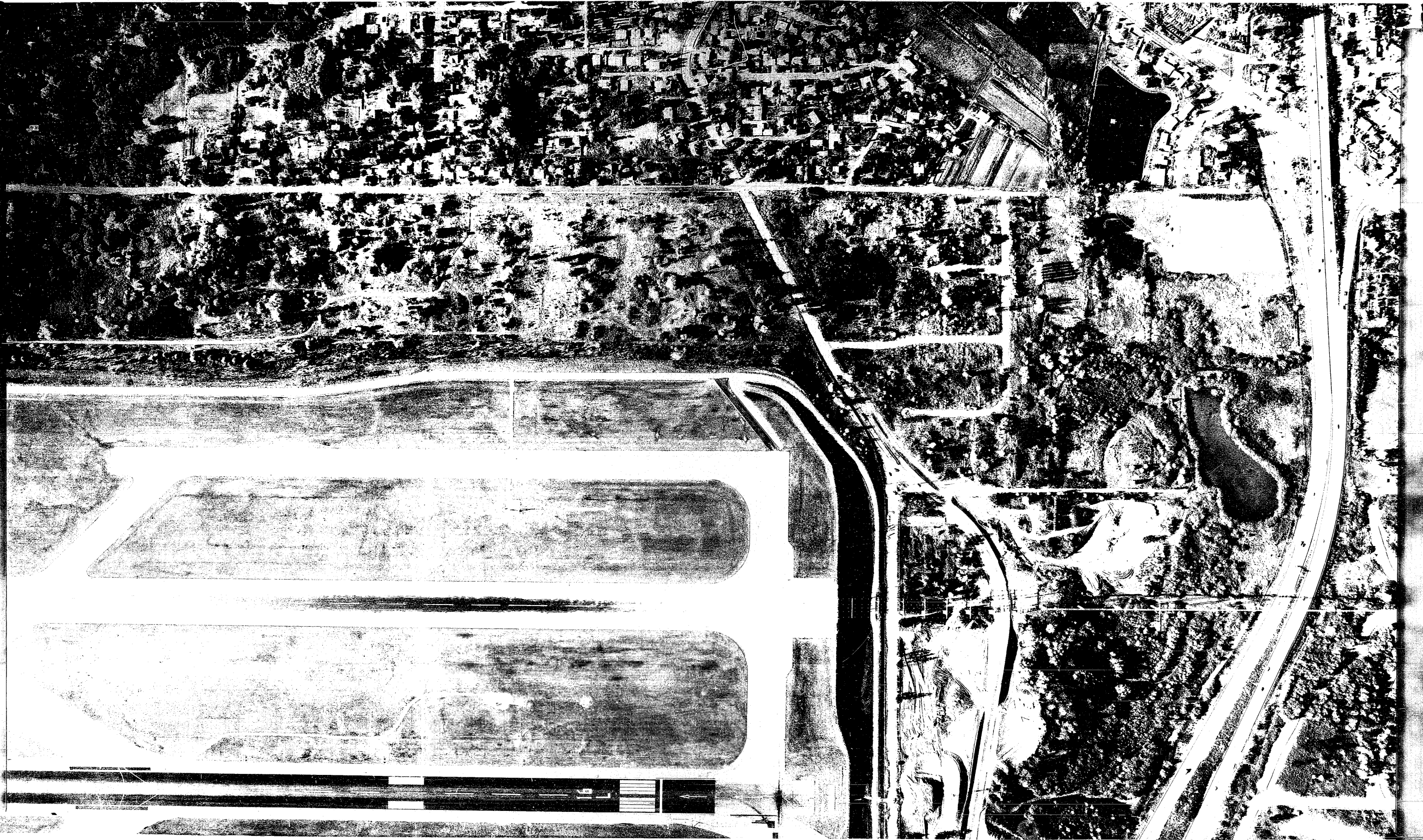
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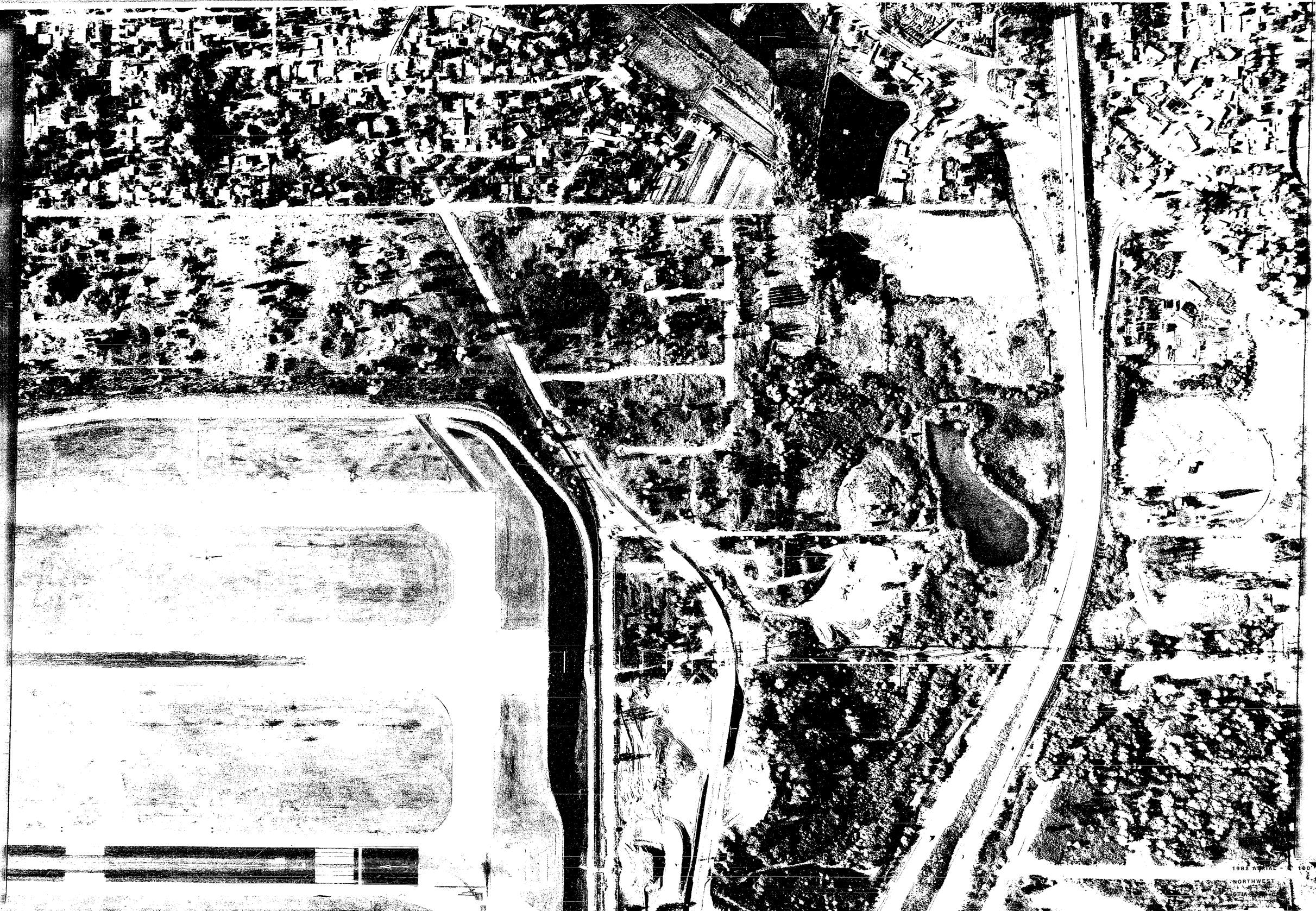
Mid 2000's



F-1



Mid 2000's



36x

F-2

1961

MAP SECTION
V. SUZZALLO F.M. 25



1965

MAP SECTION
V. SUZZALLO F.M. 25



1970



1969



1970



1948



1961



1966



1970



1974



1979



1982



1985



1988

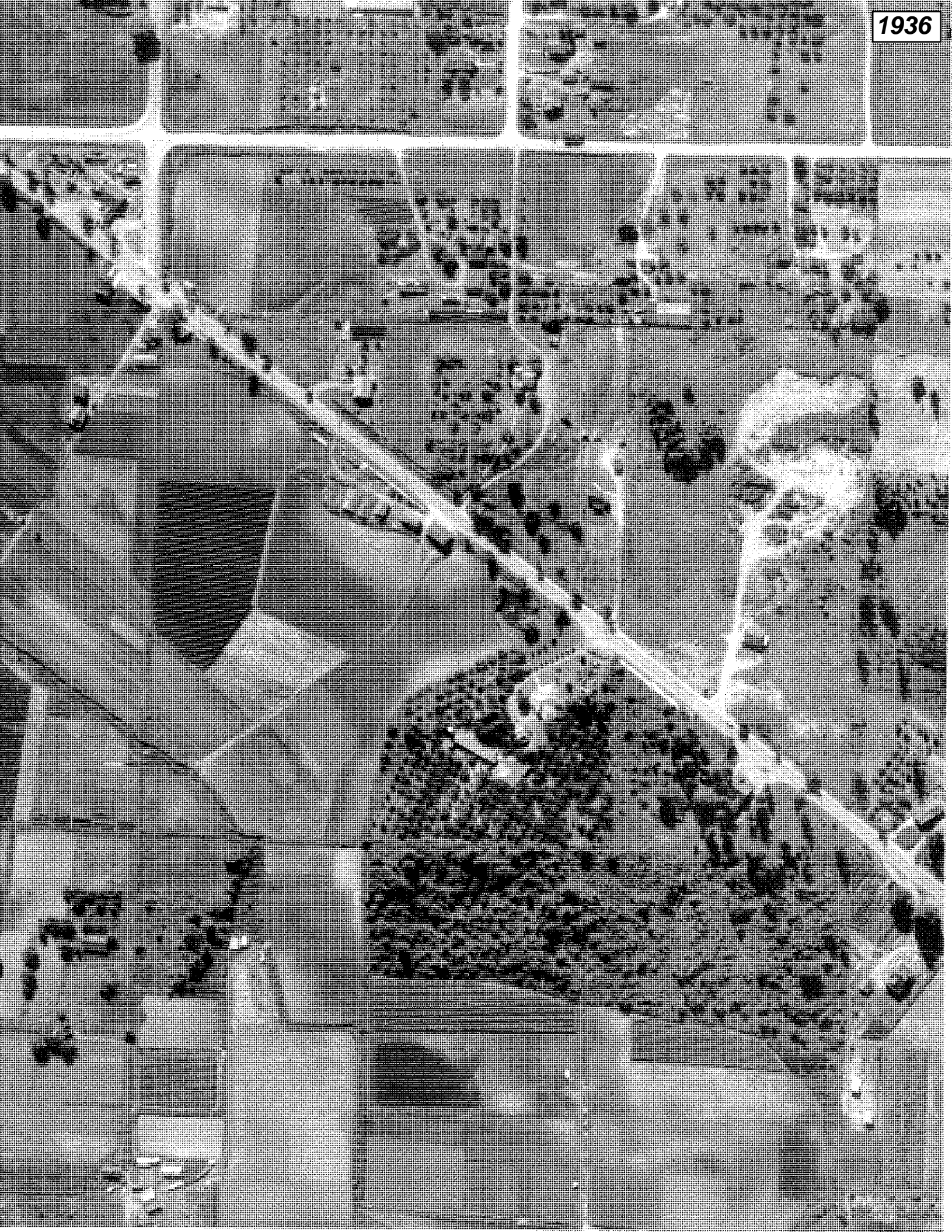


1992



1993





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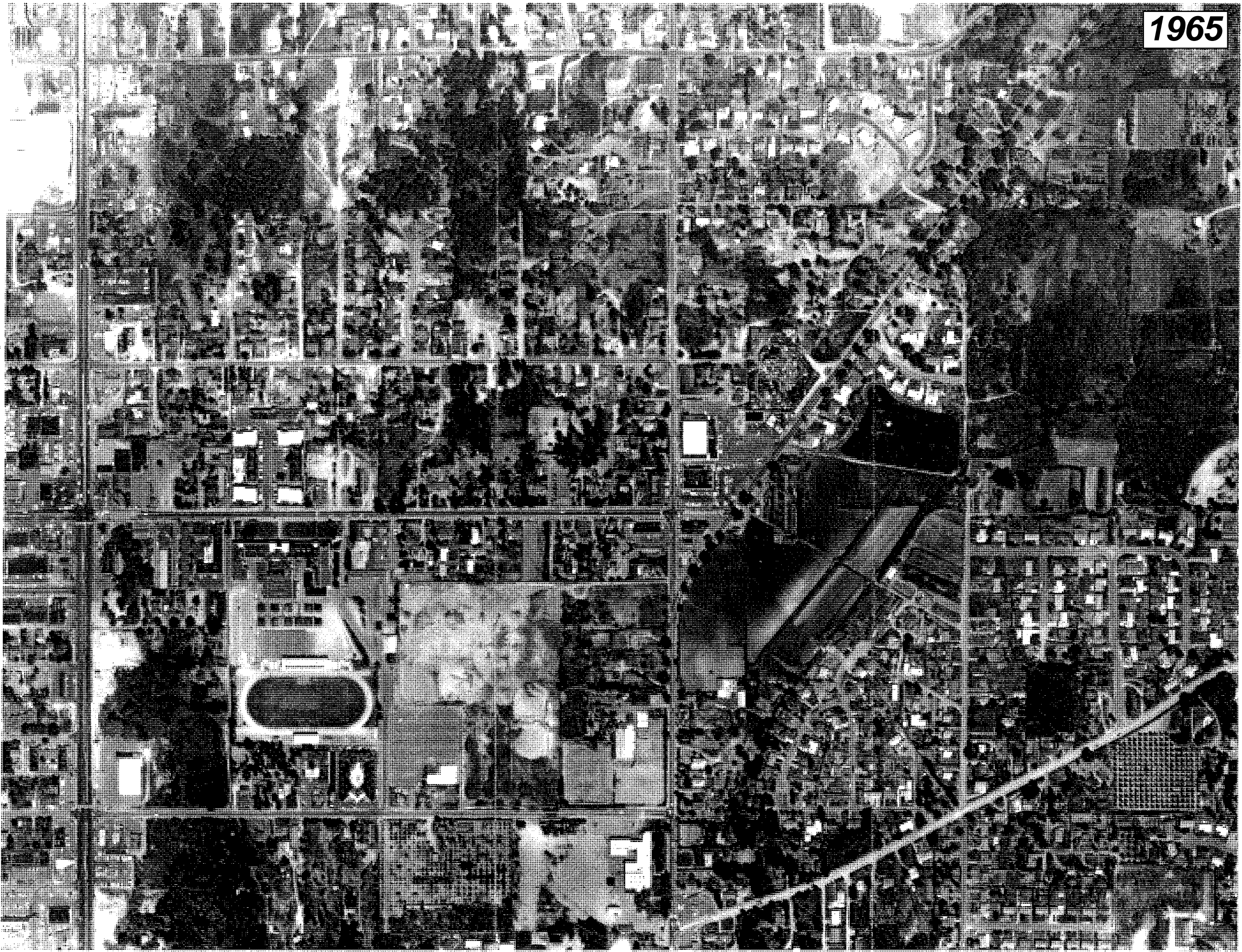
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11/25

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1965



Sec. 20 T33N 4E 1965

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1970



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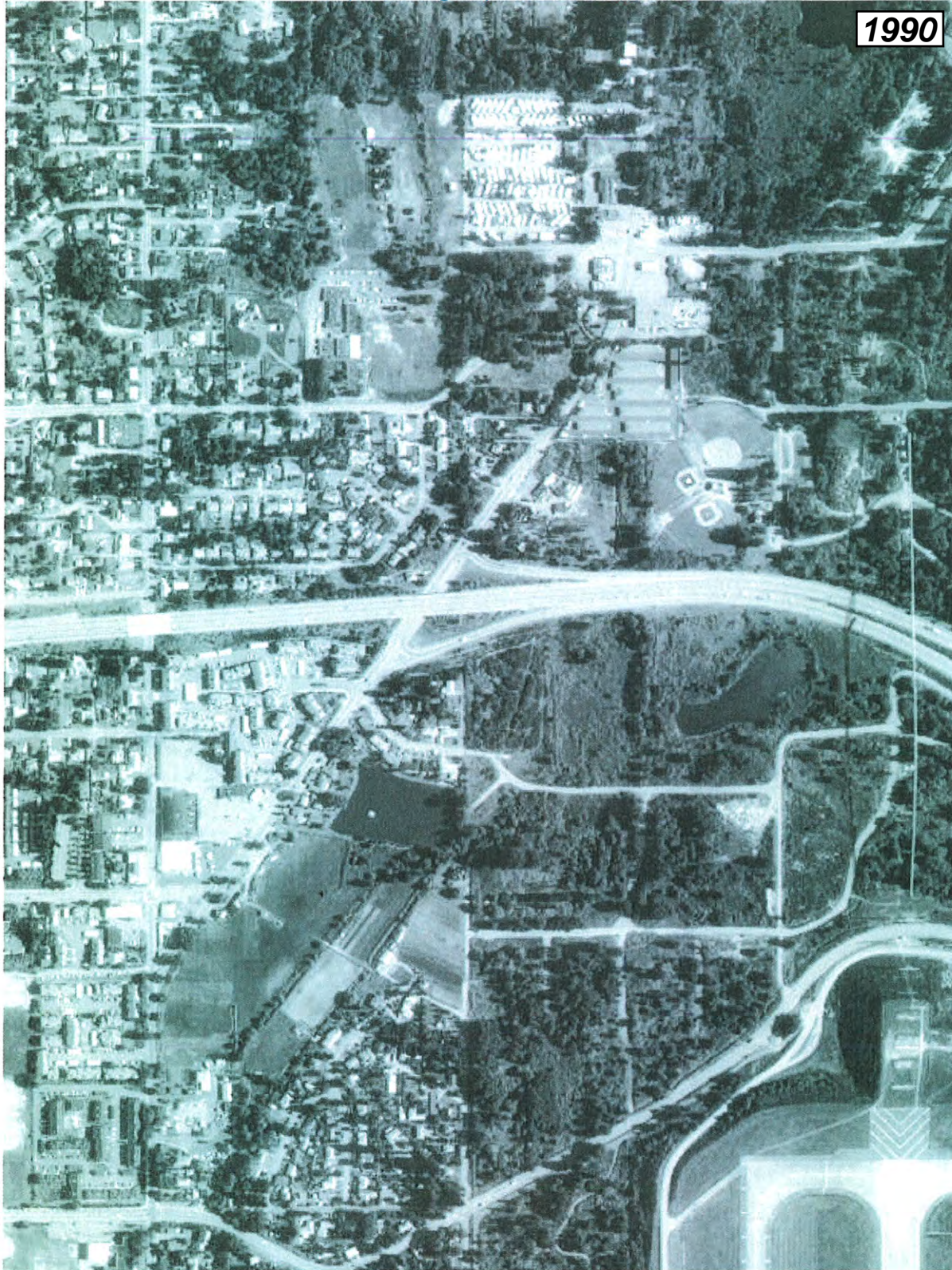
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m | 100 | 200 | 300
yds | 100' | 200' | 300'

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Lora Lake Apartments

15001 Des Moines Memorial Drive
Seattle, WA 98148

Inquiry Number: 2864899.1

September 10, 2010



The EDR Historical Topographic Map Report

EDR Historical Topographic Map Report

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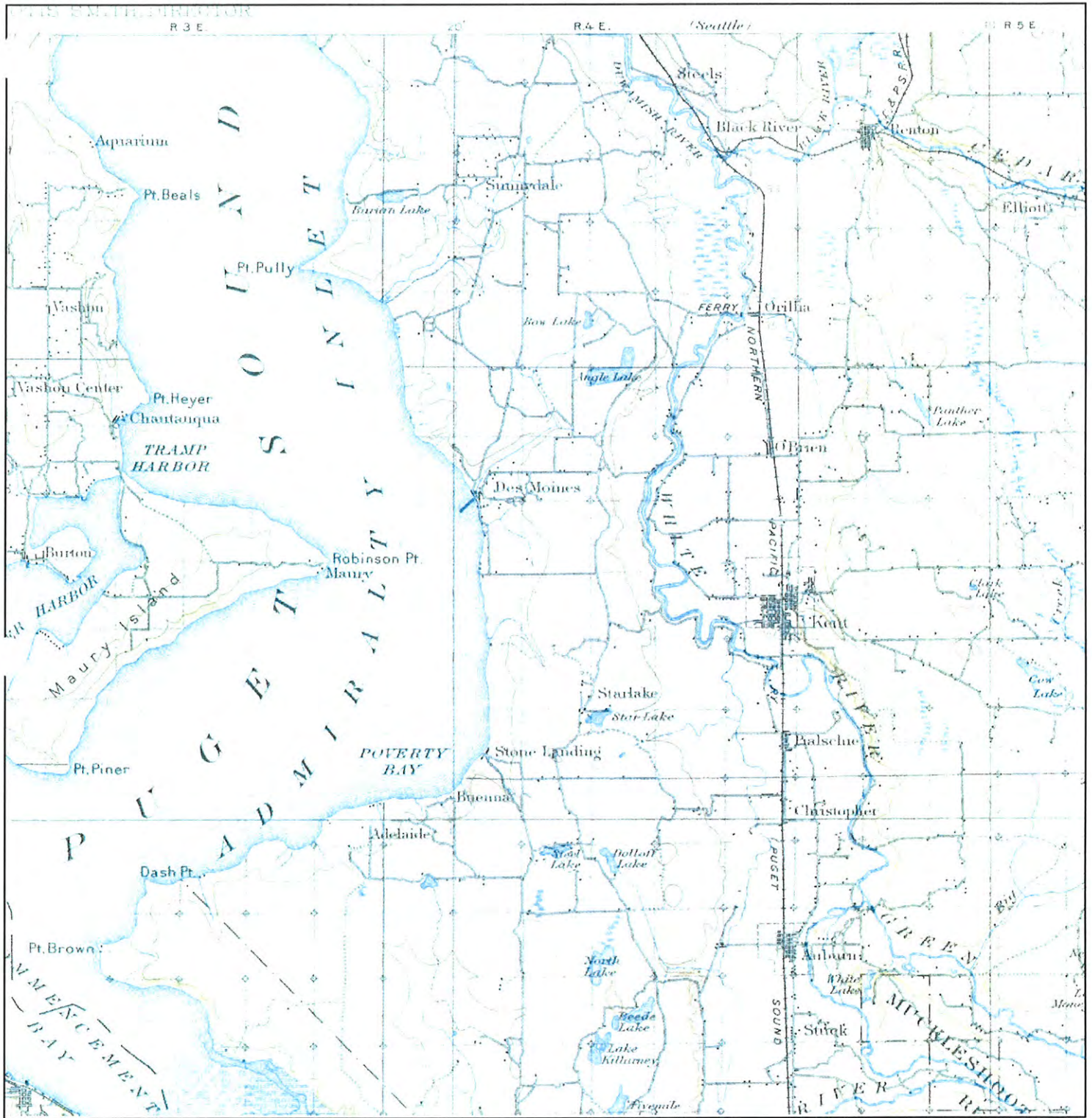
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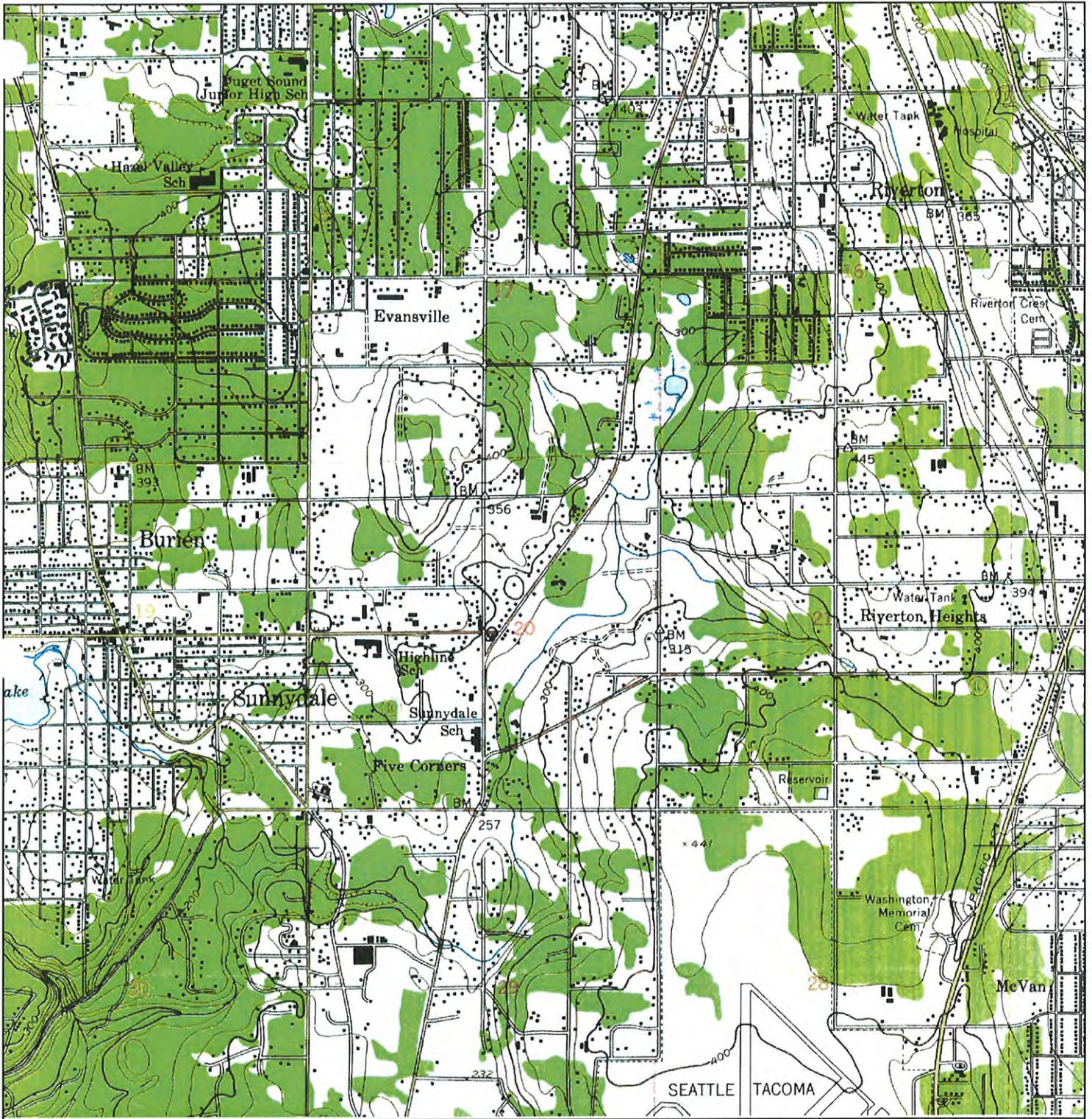
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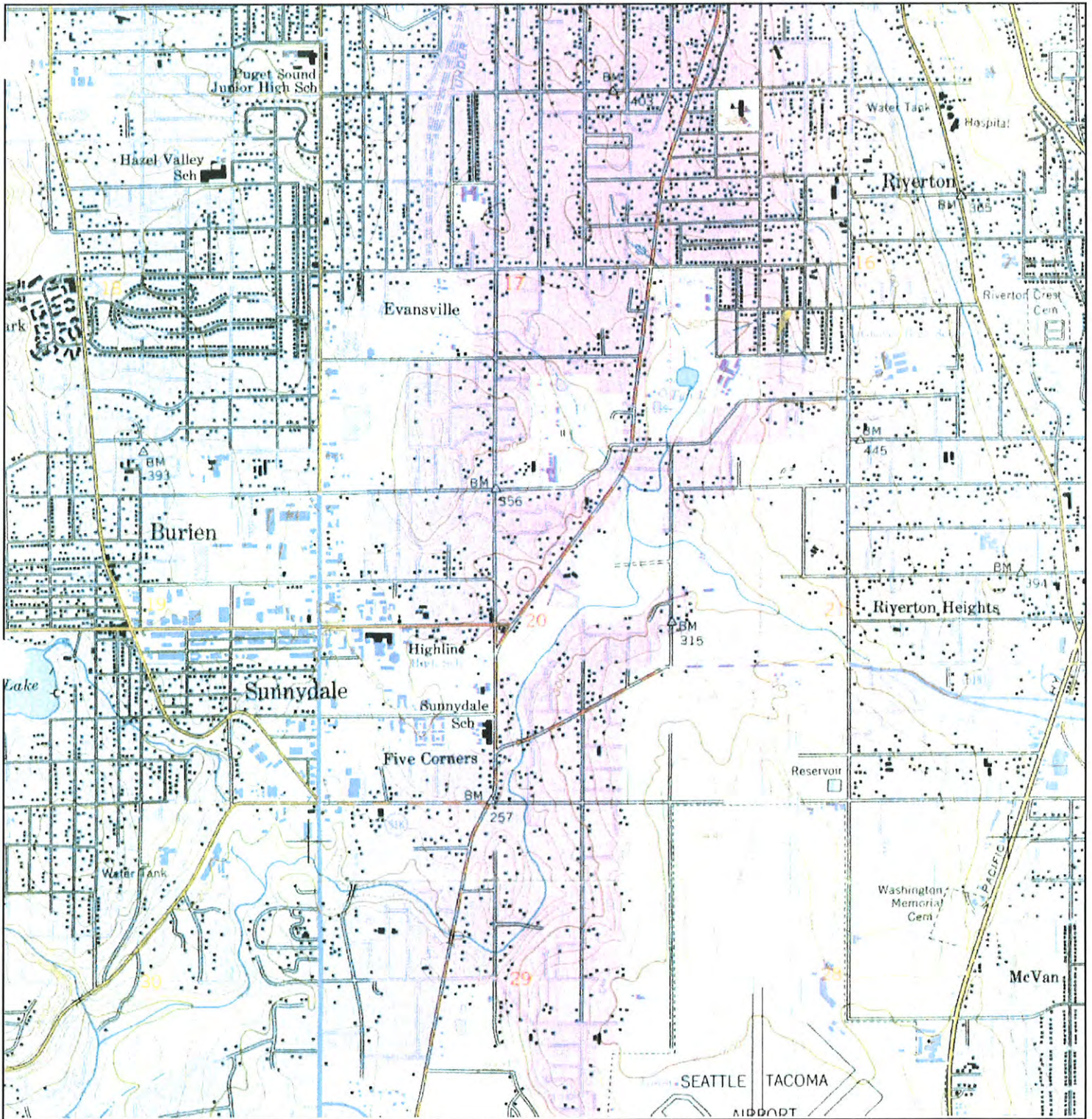
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Historical Topographic Map



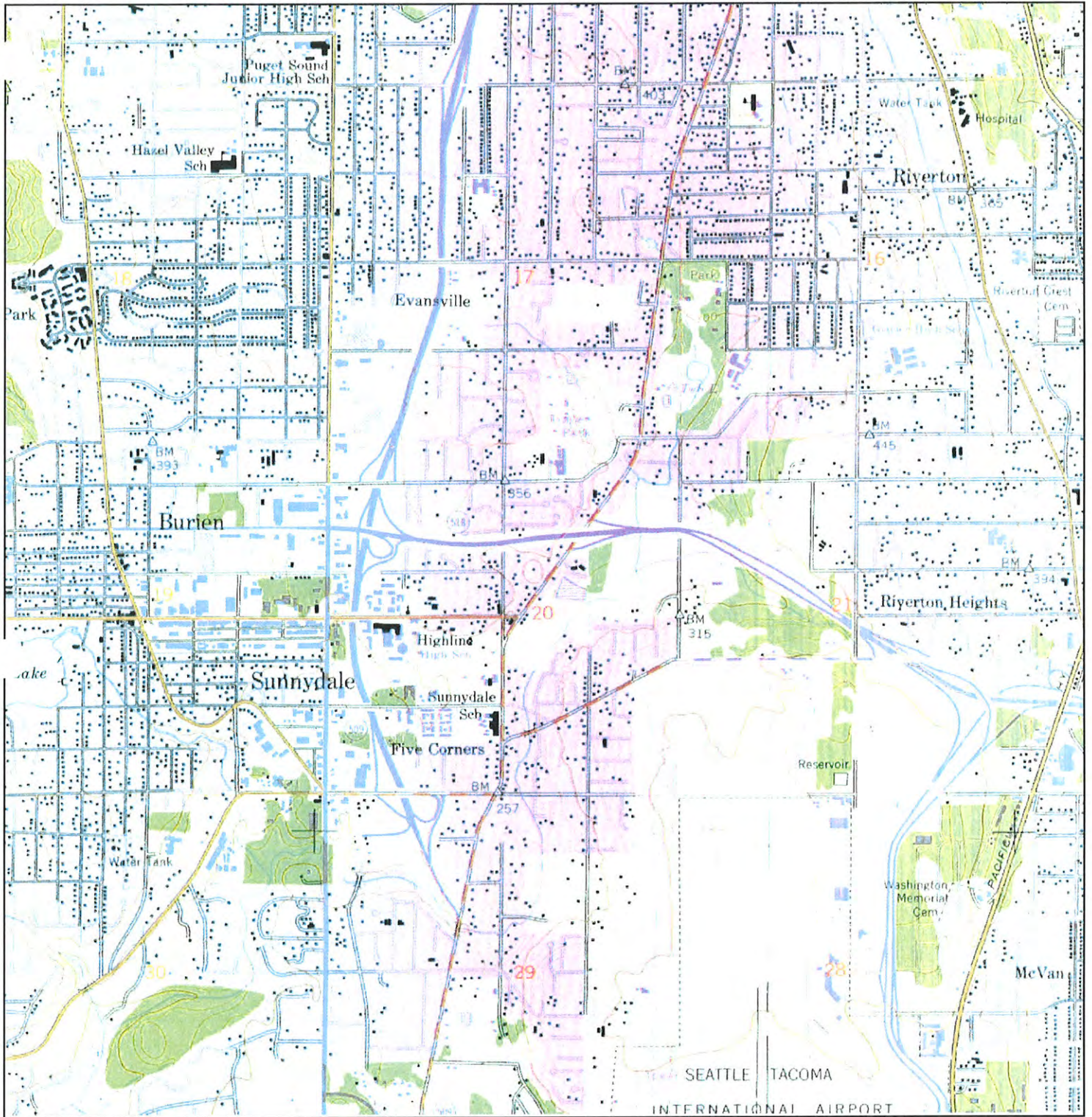
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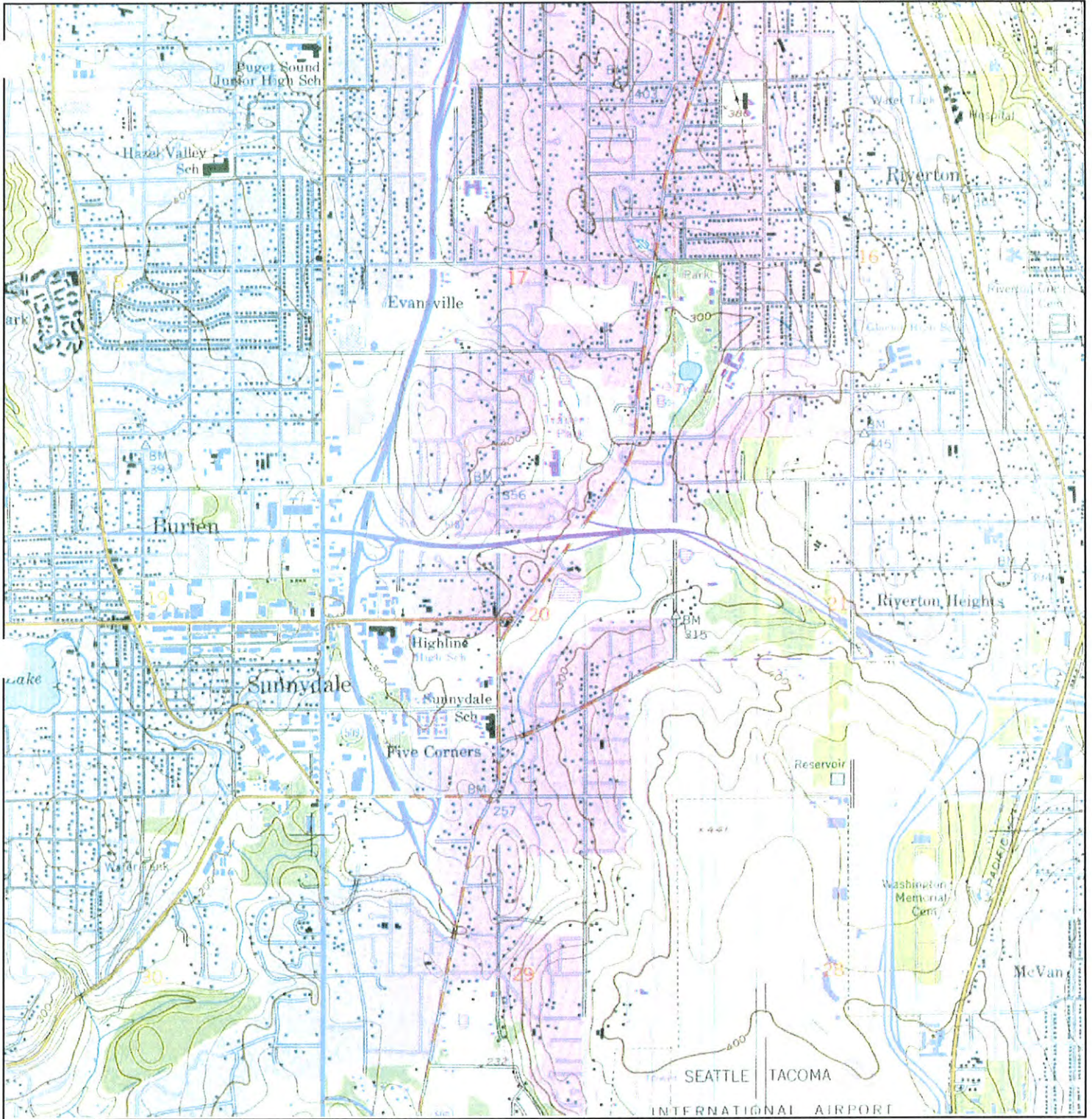
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Historical Topographic Map



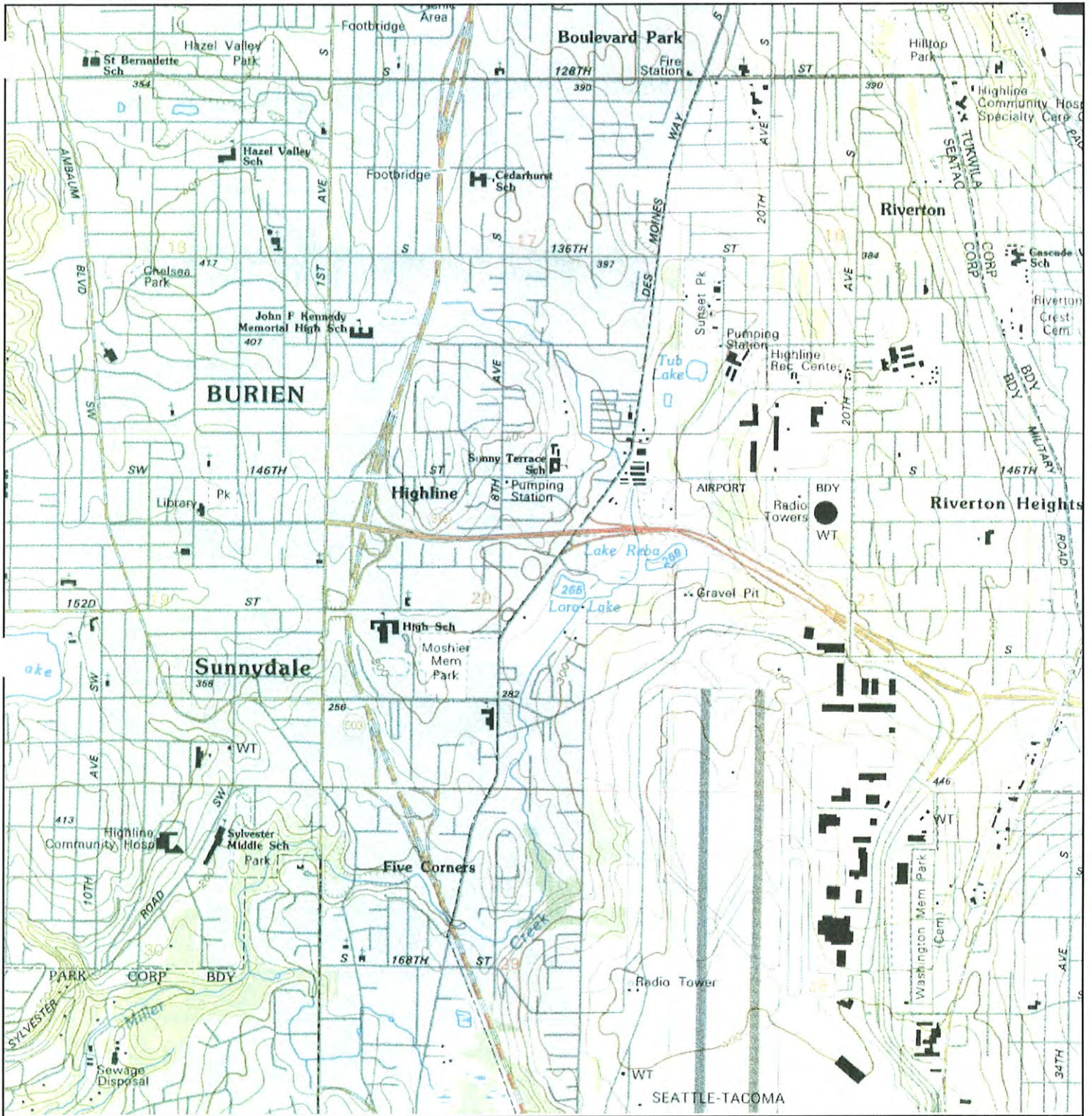
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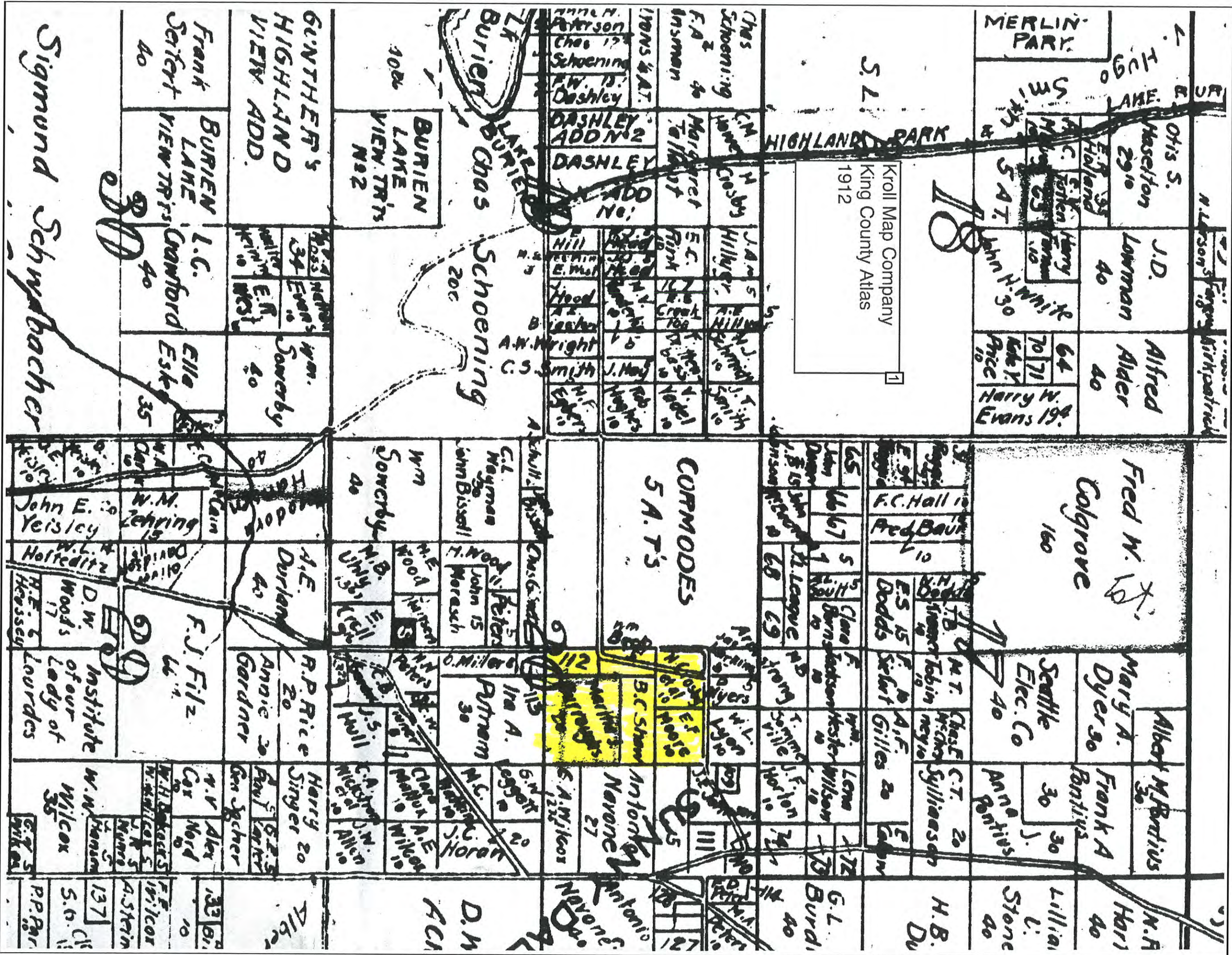


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Historical Topographic Map



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King County Atlas
1912

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HIGHLAND PARK
Otis S. Maselton 2910
J.D. Lomman 40
Alfred Alder 40
Harry W. Evans 194

CHAS SCHOENING
F.A. Busman
DASHLEY ADD N2
DASHLEY ADD No.
Schoening 200
BURRIEN LANE VIEW TR'S N92
BURRIEN LANE VIEW TR'S N92

GUNTHER'S HIGHLAND VIEW ADD.
BURRIEN LANE VIEW TR'S
L.C. Crawford 40
Ella Esk 35

Sigmund Schwybacher

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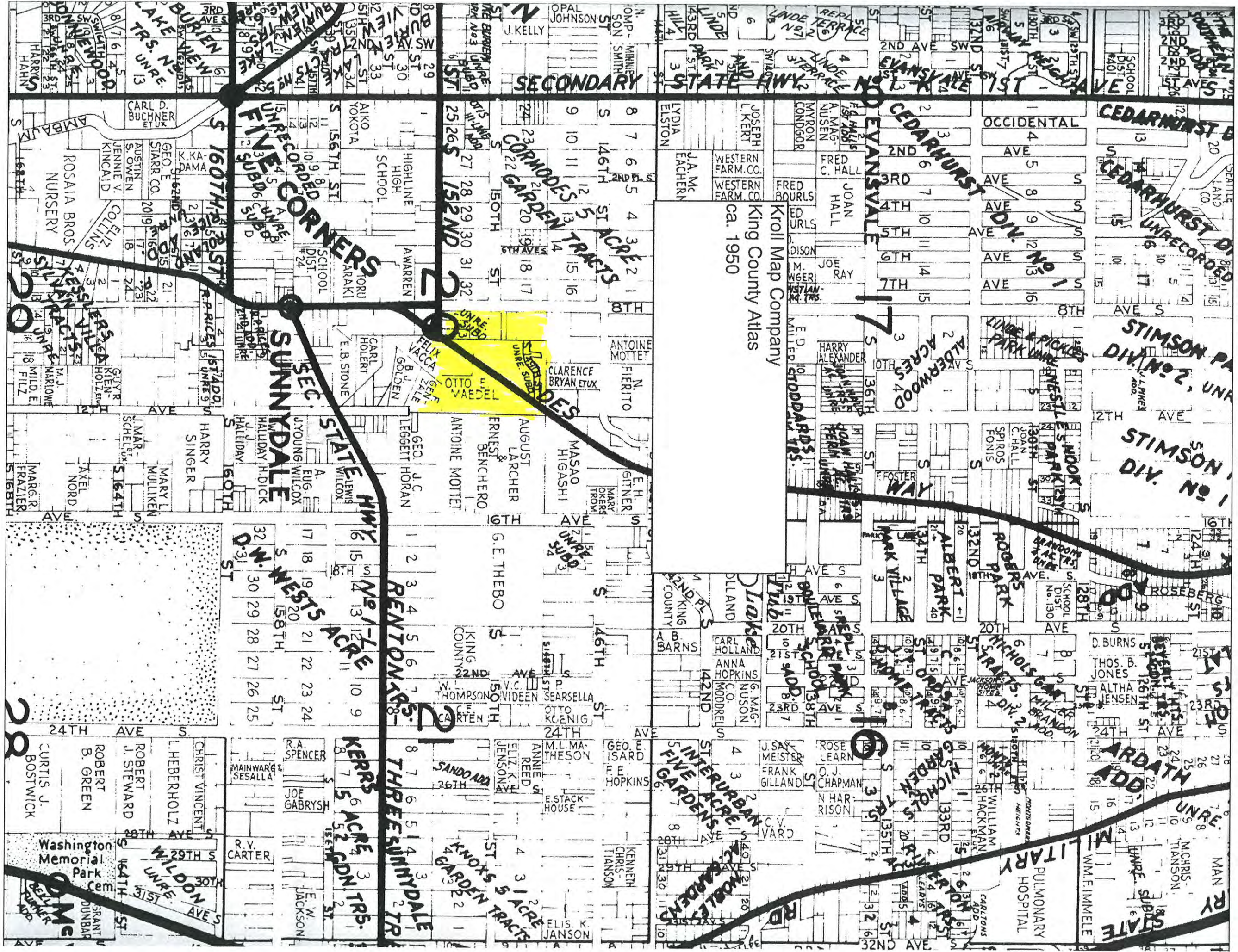
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Wm Sonerby 40
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R.P. Rice 20
Annie 30
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Harry 20
Singer 20

John E. Yeisley
W.M. Zehring
W.L. Hoffeditz
D.W. Woods
H.E. Hesse
F.J. Filz
Institute of our Lady of Lourdes
W.W. Wilcox 35

John E. Yeisley
W.L. Hoffeditz
H.E. Hesse
F.J. Filz
W.W. Wilcox 35
P.P. Par



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ca. 1950

UNRECORDED
SUNNYSIDE
CORNODES

SUNNYSIDE
STATE HWY
SUNNYSIDE

SUNNYSIDE
STATE HWY
SUNNYSIDE

SUNNYSIDE
STATE HWY
SUNNYSIDE

CORNODES
GARDEN TRACTS
SUNNYSIDE

SUNNYSIDE
STATE HWY
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SUNNYSIDE
STATE HWY
SUNNYSIDE

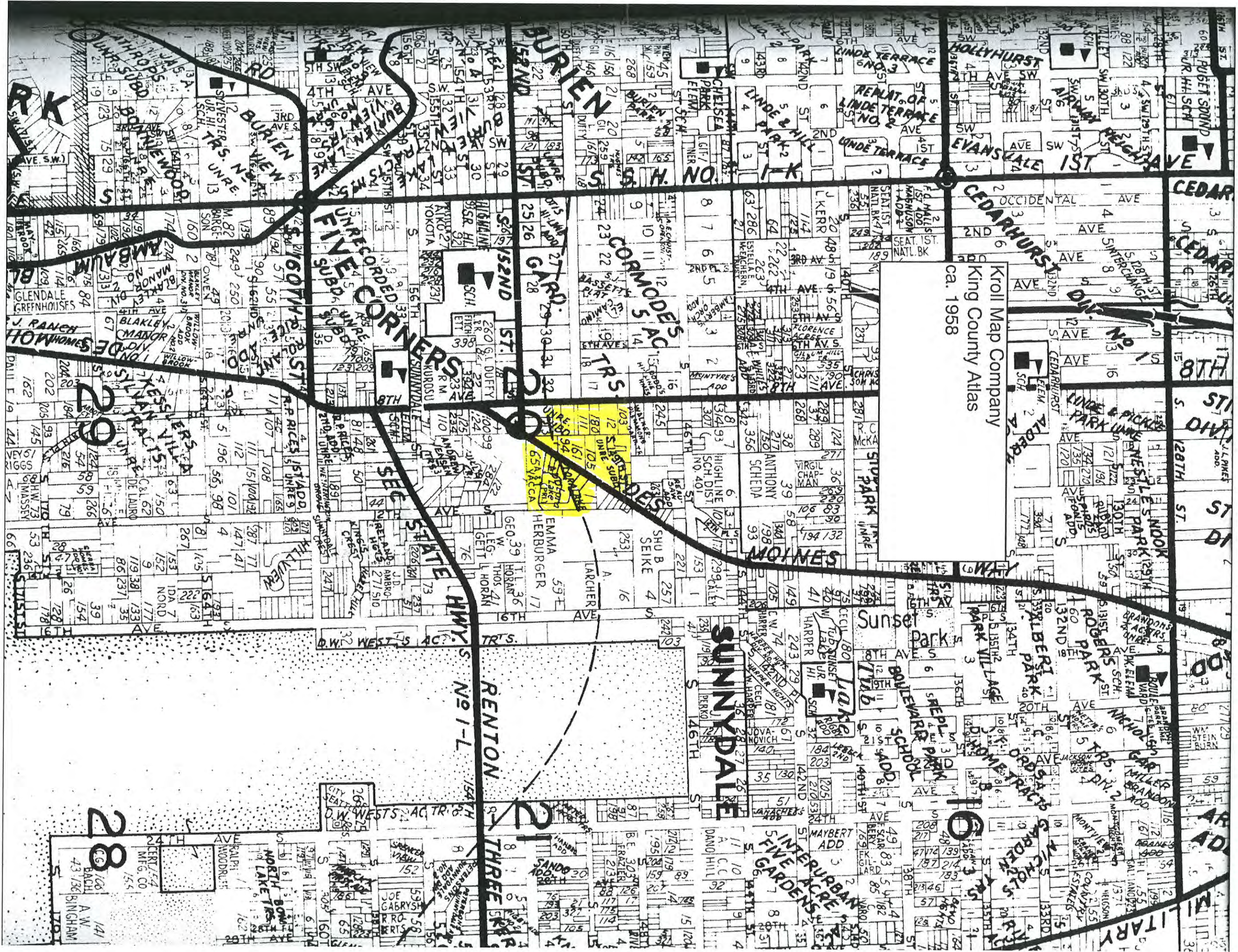
SUNNYSIDE
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SUNNYSIDE
STATE HWY
SUNNYSIDE

STATE HWY
SUNNYSIDE



Kroll Map Company
King County Atlas
ca. 1958

28
CG 106
A W
BINGHAM

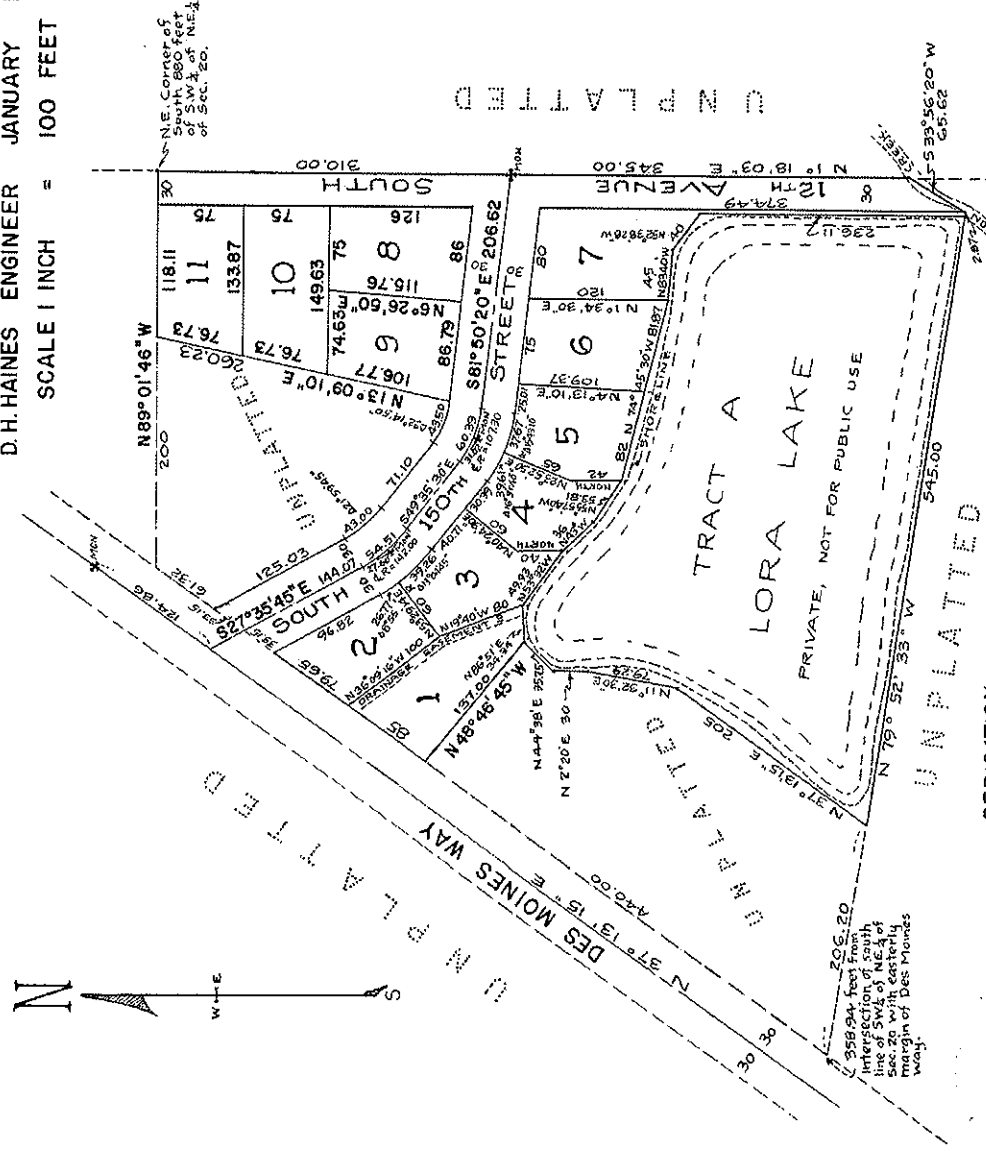
LORALAKE ADDITION

NE 1/4 SECTION 20, TWP. 23 N, R 4 E, W. M.

KING COUNTY, WASHINGTON

D. H. HAINES ENGINEER JANUARY 1956

SCALE 1 INCH = 100 FEET



DESCRIPTION

This plat of "LORALAKE ADDITION" embraces that portion of the south 880 feet of the southeast quarter of the northeast quarter of Section 20, Township 23 north, range 4 east, W. M., King County, Washington, said subdivision as follows: Beginning at the intersection of the south 880 feet of said subdivision with the easterly margin of Des Moines Way, thence N 37° 15' 15" E along said easterly margin 353.94 feet; thence S 79° 52' 33" E 206.20 feet to the true point of beginning; thence N 37° 15' 15" E 205.00 feet; thence N 11° 35' 30" E 79.89 feet; thence N 44° 38' 00" E 35.75 feet; thence N 48° 46' 45" W 137.00 feet to said easterly margin of Des Moines Way, thence N 37° 15' 15" E along said road margin, 230.95 feet; thence S 27° 35' 45" E 125.03 feet thence on a curve to the left with a radius of 112.00 feet on an arc distance of 43.00 feet; thence S 49° 35' 30" E 71.10 feet; thence on a curve to the left with a radius of 77.30 feet on an arc distance of 43.50 feet; thence N 13° 05' 10" E 260.25 feet to the north line of said south 880 feet of said subdivision; thence S 83° 01' 45" E along said north line 148.11 feet to the S 178° 03' 30" W corner of said subdivision; thence S 55° 00' feet along the east line of said subdivision, 65.50 feet to the true point of beginning; thence S 55° 52' 33" W 545.00 feet to the true point of beginning.

All distanced areas shown on this plat in feet.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we the undersigned owners in fee simple of the land hereby platted, hereby declare this plat and dedicate to the public forever, all easements streets and avenues shown thereon and the use thereof for all public purposes not inconsistent with the use thereof for public highway purposes, also the right to make all necessary slopes for cuts and fills upon the lots and blocks shown on this plat in the original responsible grading of the streets and avenues shown hereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 22nd day of MARCH, A. D. 1956.

Frank L. Anderson
FRANK L. ANDERSON - PRES.

STATE OF WASHINGTON S.S.
COUNTY OF KING

THIS IS TO CERTIFY that on this 22nd day of MARCH, 1956, before me the undersigned a NOTARY PUBLIC personally appeared Frank L. Anderson, an unmarried man, to me known to be the individual who executed the within dedication, and acknowledged to me that he signed and sealed the same as his voluntary act and deed for the uses and purposes therein mentioned.

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

ACKNOWLEDGMENT

STATE OF WASHINGTON S.S.
COUNTY OF KING

THIS IS TO CERTIFY that on this 22nd day of MARCH, 1956, before me, the undersigned a NOTARY PUBLIC, personally appeared Frank L. Anderson and Otto R. Rabel, the President and Secretary of the Loralake Addition, and acknowledged to me that they executed the foregoing instrument and actuated said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on each stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year first above written.

Wm. P. Nix
Notary Public in and for the State of Washington, residing at Seattle

CERTIFICATE

I hereby certify that the plat of "LORALAKE ADDITION" is based upon an actual survey and subdivision of Section 20, Township 23 north, range 4 east, W. M.; that the distances and courses are shown hereon correctly; that the monuments have been set and the lot and block corners stated correctly on the ground; and that I have fully complied with the provisions of the statutes and of the regulations governing platting.

Donald H. Haines
Certificate No. 2280
Renewal No. 514-0097800

RESTRICTIONS

No lot or portion of a lot in this plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district stated on this plat. All lots in this plat are restricted to L.F.R.I. (Landing Field - First Residence) use, governed by and subject to restrictions rules and regulations of the county zoning resolution No. 11373 and subsequent changes thereto by official County Resolution. Building permits will be issued only upon the approval of the KING COUNTY HEALTH DEPARTMENT for installation of sewage disposal facilities.

APPROVALS

Examined and approved this 22nd day of MARCH, A. D. 1956.

D. H. Haines
County Road Engineer

I hereby certify that oil property taxes are paid. There are no delinquent special assessments on any of the property herein contained dedicated as streets, alleys or other public use are paid in full. This 22nd day of MARCH, A. D. 1956.

A. A. Tremper
Deputy County Treasurer

I hereby certify that the within plat of "LORALAKE ADDITION" is duly approved by the King County Planning Commission this 22nd day of MARCH, A. D. 1956.

Wm. P. Nix Secretary
John W. Smith Planning Director
Otto R. Rabel Vice Chairman

Examined and approved this 22nd day of MARCH, A. D. 1956.

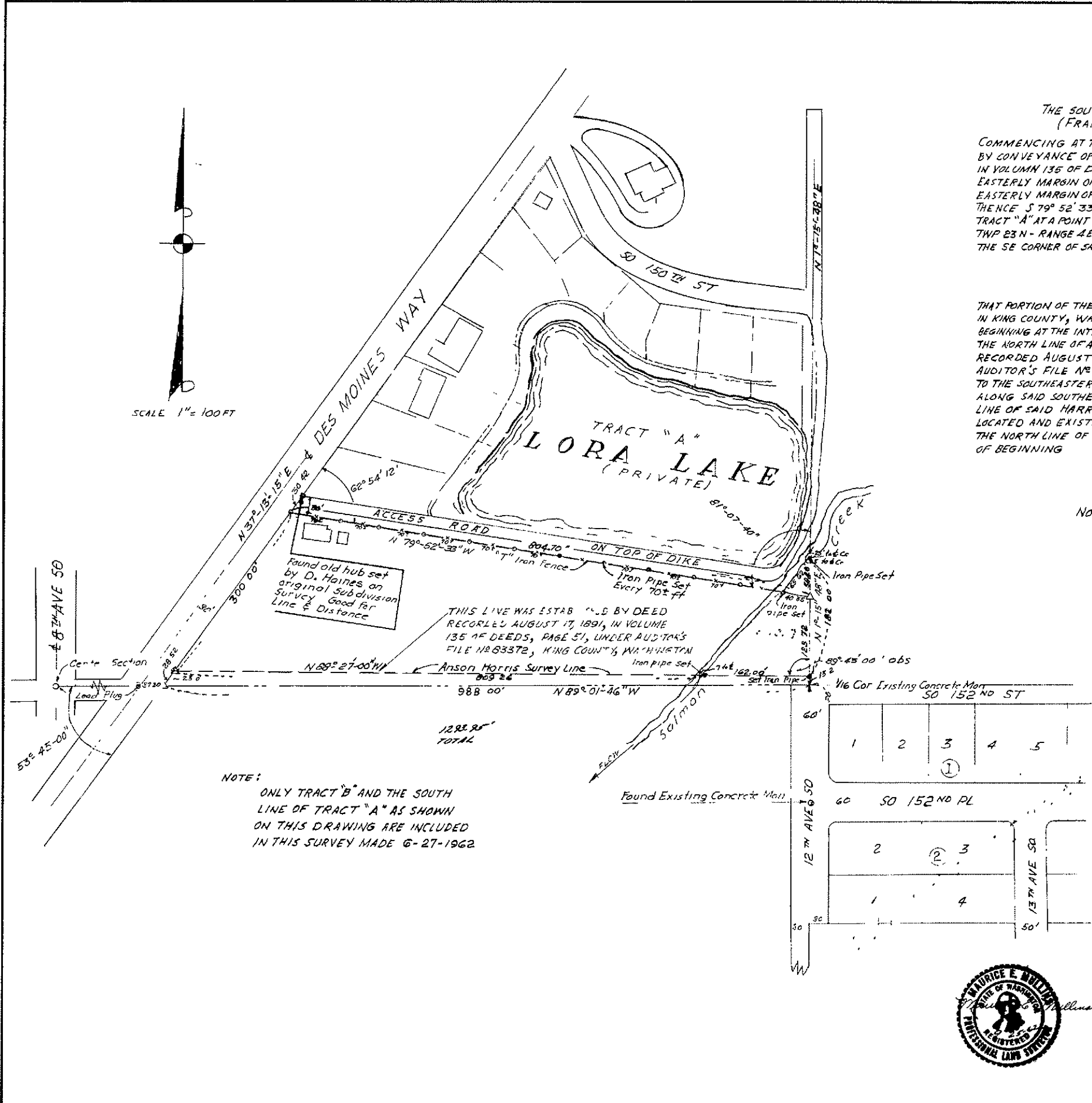
Attest: *Ralph B. Steiner*
Chairman, Board of County Commissioners

Filed for record at the request of the Board of County Commissioners this 22nd day of MARCH, A. D. at 2.20 minutes past 3 P. M.; and recorded in Volume 57 of plats, on page 24, Records of King County Washington.

By: *Robert A. Morris*
Deputy County Auditor

12622

176-34



LEGAL DESCRIPTION

THE SOUTH PROPERTY LINE OF TRACT "A"
(FRANK L ANDERSON PROPERTY)

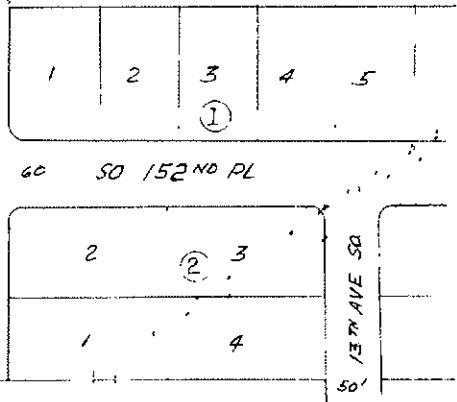
COMMENCING AT THE INTERSECTION OF A PROPERTY LINE ESTABLISHED BY CONVEYANCE OF DEED TO ANSON HARRIS, RECORDED AUGUST 17, 1891 IN VOLUME 135 OF DEEDS, PAGE 51, UNDER AUDITORS FILE NO 83372, WITH THE EASTERLY MARGIN OF DES MOINES WAY, THENCE N37°13'15"E ALONG THE EASTERLY MARGIN OF SAID DES MOINES WAY 300.00 FT TO THE POINT OF BEGINNING. THENCE S 79° 52' 33" E 804.70 FT TO THE TERMINUS OF THE SOUTH LINE OF TRACT "A" AT A POINT ON THE EAST LINE OF THE SW 1/4 OF THE NE 1/4 OF SECTION 20 TWP 23 N - RANGE 4 E W M KING COUNTY WASHINGTON FROM WHICH POINT THE SE CORNER OF SAID SUBDIVISION BEARS S 1° 15' 48" W 136.92 FT

TRACT "B"

THAT PORTION OF THE SW 1/4 OF THE NE 1/4 OF SECTION 20, TWP 23 N, R 4 E W M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS - BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SUBDIVISION WITH THE NORTH LINE OF A TRACT OF LAND CONVEYED TO ANSON HARRIS BY DEED RECORDED AUGUST 17, 1891, IN VOLUME 135 OF DEEDS, PAGE 51, UNDER AUDITOR'S FILE NO 83372; THENCE NORTH ALONG THE SAID EAST LINE 182.00 FT TO THE SOUTHEASTERLY MARGIN OF A CREEK, THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY MARGIN TO ITS INTERSECTION WITH THE NORTH LINE OF SAID HARRIS TRACT; WHICH IS ALSO THE LINE OF A FENCE AS LOCATED AND EXISTING ON JULY 17, 1891, THENCE EASTERLY ALONG THE NORTH LINE OF SAID HARRIS TRACT, 162 FEET TO THE TRUE POINT OF BEGINNING

NOTE: DESCRIPTION OF TRACT "B" REFER TO NO 166422 LIMITED LIABILITY REPORT OF LAWYERS TITLE INSURANCE CORPORATION

NOTE: ONLY TRACT "B" AND THE SOUTH LINE OF TRACT "A" AS SHOWN ON THIS DRAWING ARE INCLUDED IN THIS SURVEY MADE 6-27-1962



| NO | REVISION | DATE | BY |
|--|----------|------|----|
| RUSKIN FISHER & ASSOCIATES CIVIL ENGINEERS LAND SURVEYORS SEATTLE WASH | | | |

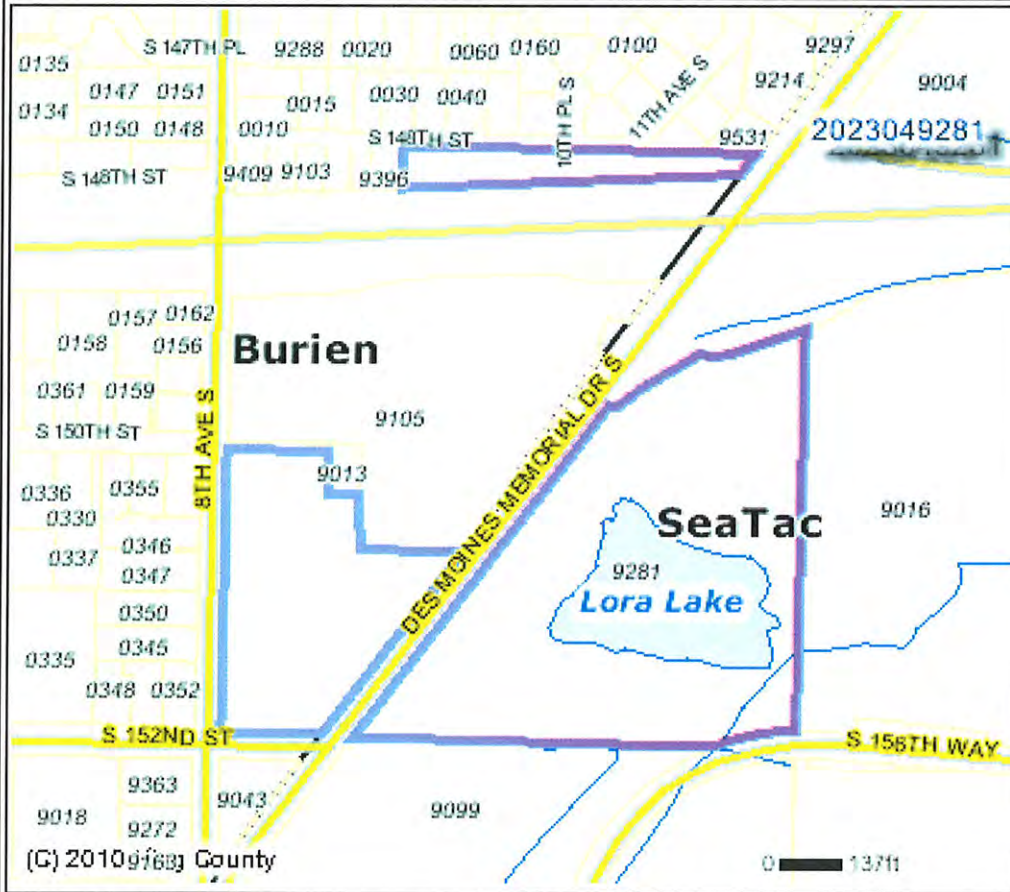
PROPERTY SURVEY
FOR
MR. FRANK L. ANDERSON
3055 SOUTH 304TH ST - AUBURN, WASHINGTON

| | |
|--------------------------------|---------------------|
| DRAWN BY <i>M.R.B.</i> | SCALE 1"=100 FT. |
| CHECKED BY <i>AREAS</i> | DATE SEPT. 17, 1962 |
| APPROVED BY <i>[Signature]</i> | DATE |
| JOB NO. 62194 | SHEET 1 OF 1 |





Parcel Map and Data



Parcel Number 2023049281
Site Address
Zip code
Taxpayer SEATTLE PORT OF

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500 Fourth Avenue,
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Seattle, WA 98104

Office Hours:
Mon., Tue., Wed., Fri.
8:30 AM to 4:30 PM

Thu. 9:30 AM to 4:30 PM

TEL: 206-296-7300
FAX: 206-296-5107
TTY: 206-296-7888

[Send us mail](#)

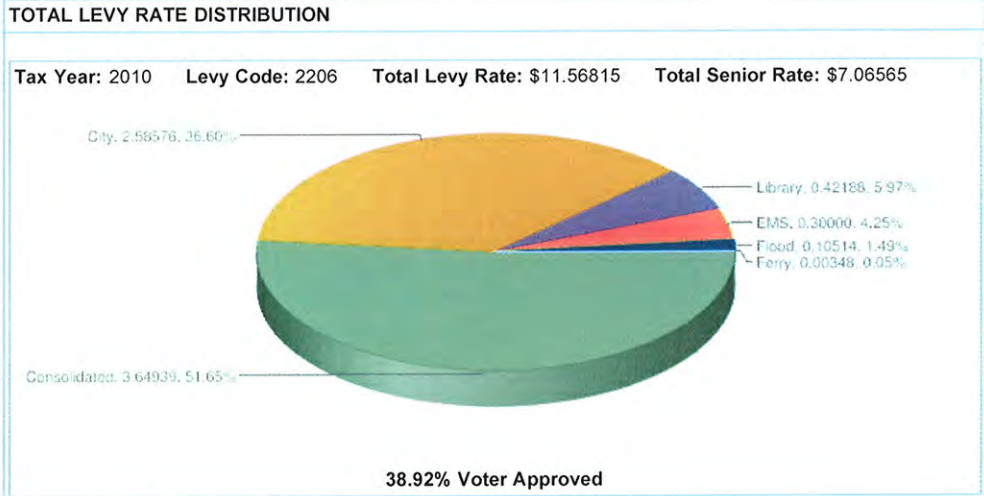
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- Property Tax Bill
- Map This Property
- Glossary of Terms
- Area Report
- Property Detail

Reference Links:

- [King County Taxing Districts Codes and Levies \(.PDF\)](#)
- [King County Tax Links](#)
- [Property Tax Advisor](#)
- [Washington State Department of Revenue](#) (External link)
- [Washington State Board of Tax Appeals](#) (External link)
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| PARCEL | |
|---------------|---|
| Parcel Number | 202304-9281 |
| Name | SEATTLE PORT OF |
| Site Address | |
| Legal | SW 1/4 OF NE 1/4 LESS POR LYING SLY OF SR 518 & WLY DES MOINES WY S & LY NLY OF LN DAF - BEG AT ELY MGN OF 8TH AVE S TH SLY ALG SD E LN TO N LN OF SW 1/4 OF SD SW 1/4 OF NE 1/4 TH ELY ALG SD N LN TO E LN OF W 1/4 OF SD SW 1/4 OF NE 1/4 TH SLY ALG SD E LN TO N LN OF S 521.5 FT OF SD SW 1/4 OF NE 1/4 TH ELY ALG SD N LN 5.99 FT TO E LN OF W 330 FT OF SD SW 1/4 OF NE 1/4 TH SLY ALG SD E LN OF W 330 FT OF SD SW 1/4 OF NE 1/4 TO NXN WITH N LN OF S 440 FT OF SD SUBD TH ELY ALG SD N LN TO NXN WITH W MGN SD DES MOINES WY S & TERM OF SD LN LESS E 70 FT OF N 110 FT OF W 1/2 OF SW 1/4 OF SW 1/4 OF NE 1/4 & N 20 FT OF POR OF W 1/2 OF SW 1/4 OF SW 1/4 OF NE 1/4 LY W OF W LN OF E 70 FT OF SUBD LESS POR LYING W OF FOLG - BAAP ON N LN OF SW 1/4 OF NE 1/4 797.92 FT OF WLY LN OF DES MOINES WAY S LESS POR OF SW 1/4 OF NE 1/4 DAF - BEG AT SE COR OF SD SW 1/4 TH N 13.2 FT ALG E LN OF SW 1/4 OF NE 1/4 TH N 89-56-33 W 956.76 FT TO ELY MGN OF DES MOINES WAY S TH S 23 FT TO S LN OF SD SW 1/4 OF NE 1/4 TH E ALG SD S LN TO BEG "INCLUDES PLAT OF LORALAKE & UND INT IN TR A" LESS RDS TGW VAC STS ADJ PER SEATAC VAC ORD #05-1018 REC #20060317000881 |

| BUILDING 1 | |
|-----------------------------|-----------------------|
| Year Built | |
| Building Net Square Footage | |
| Construction Class | |
| Building Quality | |
| Lot Size | 824757 |
| Present Use | Vacant(Single-family) |
| Views | N |
| Waterfront | |



TAX ROLL HISTORY

| Valued Year | Tax Year | Appraised Land Value | Appraised Imps Value | Appraised Total | Taxable Land Value | Taxable Imps Value | Taxable Total |
|-------------|----------|----------------------|----------------------|-----------------|--------------------|--------------------|---------------|
| 2010 | 2011 | \$6,598,000 | \$0 | \$6,598,000 | \$0 | \$0 | \$0 |
| 2009 | 2010 | \$6,598,000 | \$0 | \$6,598,000 | \$0 | \$0 | \$0 |
| 2008 | 2009 | \$6,598,000 | \$0 | \$6,598,000 | \$0 | \$0 | \$0 |

| | | | | | | | |
|------|------|-------------|-------------|-------------|----------|-----------|-----------|
| 2007 | 2008 | \$3,748,000 | \$0 | \$3,748,000 | \$0 | \$0 | \$0 |
| 2006 | 2007 | \$3,124,000 | \$0 | \$3,124,000 | \$0 | \$0 | \$0 |
| 2005 | 2006 | \$2,909,000 | \$0 | \$2,909,000 | \$0 | \$0 | \$0 |
| 2004 | 2005 | \$2,737,000 | \$0 | \$2,737,000 | \$0 | \$0 | \$0 |
| 2003 | 2004 | \$2,573,000 | \$0 | \$2,573,000 | \$0 | \$0 | \$0 |
| 2002 | 2003 | \$2,450,500 | \$0 | \$2,450,500 | \$0 | \$0 | \$0 |
| 2001 | 2002 | \$2,947,300 | \$3,989,300 | \$6,936,600 | \$0 | \$0 | \$0 |
| 2000 | 2001 | \$49,000 | \$166,000 | \$215,000 | \$0 | \$0 | \$0 |
| 1999 | 2000 | \$47,000 | \$135,000 | \$182,000 | \$0 | \$0 | \$0 |
| 1998 | 1999 | \$46,000 | \$134,000 | \$180,000 | \$46,000 | \$134,000 | \$180,000 |
| 1997 | 1998 | \$0 | \$0 | \$0 | \$46,000 | \$123,000 | \$169,000 |
| 1996 | 1997 | \$0 | \$0 | \$0 | \$54,000 | \$97,200 | \$151,200 |
| 1994 | 1995 | \$0 | \$0 | \$0 | \$54,000 | \$97,200 | \$151,200 |
| 1992 | 1993 | \$0 | \$0 | \$0 | \$58,300 | \$89,100 | \$147,400 |
| 1990 | 1991 | \$0 | \$0 | \$0 | \$44,200 | \$77,400 | \$121,600 |
| 1988 | 1989 | \$0 | \$0 | \$0 | \$28,800 | \$51,800 | \$80,600 |
| 1986 | 1987 | \$0 | \$0 | \$0 | \$28,800 | \$50,200 | \$79,000 |
| 1984 | 1985 | \$0 | \$0 | \$0 | \$23,000 | \$56,200 | \$79,200 |
| 1982 | 1983 | \$0 | \$0 | \$0 | \$23,000 | \$56,200 | \$79,200 |

Updated: July 9, 2010

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King County Districts and Development Conditions for parcel 2023049281

| | | | |
|-------------------|----------------------|----------------|-----------------------------|
| Parcel number | 2023049281 | Drainage Basin | Miller Creek |
| Address | Not Available | Waterbody | Central Ringel Sound |
| Jurisdiction | Burien | WPA | Duwamish-Crowley-8 |
| Zipcode | 98148 | PLSS | NE - 20 - 23 - 4 |
| Kroll Map page | 331 | Latitude | 47.46875 |
| Thomas Guide page | 655 | Longitude | -122.32077 |



Electoral Districts

| | | | |
|-----------------------------------|---|-----------------------------|---|
| Voting district | BUR 33-0729 | Fire district | King County Fire Protection District No. 2 |
| King County Council district | District 5, Julia Patterson (206) 296-1005 | Water district | King County Water District 20 |
| Congressional district | 9 | Sewer district | SW Suburban Sewer District |
| Legislative district | 35 | Water & Sewer district | does not apply |
| School district | Highline #443 | Parks & Recreation district | does not apply |
| Seattle school board district | does not apply (not in Seattle) | Hospital district | does not apply |
| District Court electoral district | Southwest | Rural library district | Rural King County Library System |
| | | Tribal Lands? | No |

King County planning and critical areas designations

| | | | |
|-----------------------------|------------------------------------|-----------------------------------|-----------------------|
| King County zoning | NA, check with jurisdiction | Water sensitive planning area | does not apply |
| ESuffix conditions | None | Spads MPS zone | 204 |
| Comprehensive Plan | does not apply | Transition/Concurrency Management | does not apply |
| Urban Growth Area | Urban | Forest Production district? | No |
| Unincorporated Area Council | does not apply | Agricultural Production district? | No |
| Community Planning Area | Highline | Rural Inland lands apply? | No |
| Coal mine hazards? | None mapped | Wildland/urban interface area? | None mapped |
| Erosion hazards? | None mapped | 100-year flood plain? | Yes |
| Landslide hazards? | None mapped | Wetlands at this parcel? | None mapped |
| Seismic hazards? | None mapped | | |



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Reference Links:

- [King County Tax Links](#)
- [Property Tax Advisor](#)
- [Washington State Department of Revenue](#) (External link)
- [Washington State Board of Tax Appeals](#) (External link)
- [Board of Appeals/Equalization](#)
- [Districts Report](#)
- [Map](#)
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PARCEL DATA

| | | | |
|--------------|-----------------|--------------------------------|---------|
| Parcel | 202304-9281 | Jurisdiction | SEA-TAC |
| Name | SEATTLE PORT OF | Levy Code | 2206 |
| Site Address | | Propert Type | C |
| Geo Area | 50-45 | Plat Block / Building Number | |
| Spec Area | 0-0 | Plat Lot / Unit Number | |
| | | Quarter-Section-Township-Range | |

Legal Description

SW 1/4 OF NE 1/4 LESS POR LYING SLY OF SR 518 & WLY DES MOINES WY S & LY NLY OF LN DAF - BEG AT ELY MGN OF 8TH AVE S TH SLY ALG SD E LN TO N LN OF SW 1/4 OF SD SW 1/4 OF NE 1/4 TH ELY ALG SD N LN TO E LN OF W 1/4 OF SD SW 1/4 OF NE 1/4 TH SLY ALG SD E LN TO N LN OF S 521.5 FT OF SD SW 1/4 OF NE 1/4 TH ELY ALG SD N LN 5.99 FT TO E LN OF W 330 FT OF SD SW 1/4 OF NE 1/4 TH SLY ALG SD E LN OF W 330 FT OF SD SW 1/4 OF NE 1/4 TO NXN WITH N LN OF S 440 FT OF SD SUBD TH ELY ALG SD N LN TO NXN WITH W MGN SD DES MOINES WY S & TERM OF SD LN LESS E 70 FT OF N 110 FT OF W 1/2 OF SW 1/4 OF SW 1/4 OF NE 1/4 & N 20 FT OF POR OF W 1/2 OF SW 1/4 OF SW 1/4 OF NE 1/4 LY W OF W LN OF E 70 FT OF SUBD LESS POR LYING W OF FOLG - BAAP ON N LN OF SW 1/4 OF NE 1/4 797.92 FT OF WLY LN OF DES MOINES WAY S LESS POR OF SW 1/4 OF NE 1/4 DAF - BEG AT SE COR OF SD SW 1/4 TH N 13.2 FT ALG E LN OF SW 1/4 OF NE 1/4 TH N 89-56-33 W 956.76 FT TO ELY MGN OF DES MOINES WAY S TH S 23 FT TO S LN OF SD SW 1/4 OF NE 1/4 TH E ALG SD S LN TO BEG "INCLUDES PLAT OF LORALAKE & UND INT IN TR A" LESS RDS TGW VAC STS ADJ PER SEATAC VAC ORD #05-1018 REC #20060317000881

LAND DATA

| | | | |
|---------------------------------|-----------------------|------------------------|----------------|
| Highest & Best Use As If Vacant | COMMERCIAL SERVICE | Percentage Unusable | 0 |
| Highest & Best Use As Improved | PRESENT USE | Unbuildable | NO |
| Present Use | Vacant(Single-family) | Restrictive Size Shape | NO |
| Base Land Value SqFt | 8 | Zoning | AVC |
| Base Land Value | 6,598,000 | Water | WATER DISTRICT |
| % Base Land Value Impacted | 100 | Sewer/Septic | PUBLIC |
| Base Land Valued Date | 3/16/2010 | Road Access | PUBLIC |
| Base Land Value Tax Year | 2011 | Parking | |
| Land SqFt | 824,757 | Street Surface | PAVED |
| Acres | 18.93 | | |

Views

| | |
|------------------|--|
| Rainier | |
| Territorial | |
| Olympics | |
| Cascades | |
| Seattle Skyline | |
| Puget Sound | |
| Lake Washington | |
| Lake Sammamish | |
| Lake/River/Creek | |
| Other View | |

Waterfront

| | |
|------------------------------|----|
| Waterfront Location | |
| Waterfront Footage | |
| Lot Depth Factor | |
| Waterfront Bank | |
| Tide/Shore | |
| Waterfront Restricted Access | |
| Waterfront Access Rights | NO |
| Poor Quality | |
| Proximity Influence | NO |

Designations

| | |
|-----------------------------------|----|
| Historic Site | |
| Current Use | |
| Nbr Bldg Sites | |
| Adjacent to Golf Fairway | NO |
| Adjacent to Greenbelt | NO |
| Other Designation | NO |
| Deed Restrictions | NO |
| Development Rights Purchased | NO |
| Easements | NO |
| Native Growth Protection Easement | NO |

Nuisances

| | |
|-----------------|----|
| Topography | NO |
| Traffic Noise | |
| Airport Noise | |
| Power Lines | NO |
| Other Nuisances | NO |

Problems

| | |
|----------------------------|----|
| Water Problems | NO |
| Transportation Concurrency | NO |
| Other Problems | NO |

Environmental

| | | | |
|-----------|----|---------------|----|
| DNR Lease | NO | Environmental | NO |
|-----------|----|---------------|----|

BUILDING

TAX ROLL HISTORY

| Account | Valued Year | Tax Year | Omit Year | Levy Code | Appraised Land Value | Appraised Imps Value | Appraised Total Value | New Dollars | Taxable Land Value | Taxable Imps Value | Taxable Total Value | Tax Value Reason |
|--------------|-------------|----------|-----------|-----------|----------------------|----------------------|-----------------------|-------------|--------------------|--------------------|---------------------|------------------|
| 202304928106 | 2010 | 2011 | | 2206 | \$6,598,000 | \$0 | \$6,598,000 | \$0 | \$0 | \$0 | \$0 | EX |
| 202304928106 | 2009 | 2010 | | 2206 | \$6,598,000 | \$0 | \$6,598,000 | \$0 | \$0 | \$0 | \$0 | EX |
| 202304928106 | 2008 | 2009 | | 2201 | \$6,598,000 | \$0 | \$6,598,000 | \$0 | \$0 | \$0 | \$0 | EX |
| 202304928106 | 2007 | 2008 | | 2201 | \$3,748,000 | \$0 | \$3,748,000 | \$0 | \$0 | \$0 | \$0 | EX |
| 202304928106 | 2006 | 2007 | | 2201 | \$3,124,000 | \$0 | \$3,124,000 | \$0 | \$0 | \$0 | \$0 | EX |
| 202304928106 | 2005 | 2006 | | 2201 | \$2,909,000 | \$0 | \$2,909,000 | \$0 | \$0 | \$0 | \$0 | EX |
| 202304928106 | 2004 | 2005 | | 2201 | \$2,737,000 | \$0 | \$2,737,000 | \$0 | \$0 | \$0 | \$0 | EX |
| 202304928106 | 2003 | 2004 | | 2201 | \$2,573,000 | \$0 | \$2,573,000 | \$0 | \$0 | \$0 | \$0 | EX |
| 202304928106 | 2002 | 2003 | | 2201 | \$2,450,500 | \$0 | \$2,450,500 | \$0 | \$0 | \$0 | \$0 | EX |
| 202304928106 | 2001 | 2002 | | 2201 | \$2,947,300 | \$3,989,300 | \$6,936,600 | \$0 | \$0 | \$0 | \$0 | EX |
| 202304928106 | 2000 | 2001 | | 2201 | \$49,000 | \$166,000 | \$215,000 | \$0 | \$0 | \$0 | \$0 | EX |
| 202304928106 | 1999 | 2000 | | 2206 | \$47,000 | \$135,000 | \$182,000 | \$0 | \$0 | \$0 | \$0 | EX |
| 202304928106 | 1998 | 1999 | | 2206 | \$46,000 | \$134,000 | \$180,000 | \$0 | \$46,000 | \$134,000 | \$180,000 | |
| 202304928106 | 1997 | 1998 | | 2206 | \$0 | \$0 | \$0 | \$0 | \$46,000 | \$123,000 | \$169,000 | |
| 202304928106 | 1996 | 1997 | | 2206 | \$0 | \$0 | \$0 | \$0 | \$54,000 | \$97,200 | \$151,200 | |
| 202304928106 | 1994 | 1995 | | 2206 | \$0 | \$0 | \$0 | \$0 | \$54,000 | \$97,200 | \$151,200 | |
| 202304928106 | 1992 | 1993 | | 2206 | \$0 | \$0 | \$0 | \$0 | \$58,300 | \$89,100 | \$147,400 | |
| 202304928106 | 1990 | 1991 | | 2206 | \$0 | \$0 | \$0 | \$0 | \$44,200 | \$77,400 | \$121,600 | |
| 202304928106 | 1988 | 1989 | | 3692 | \$0 | \$0 | \$0 | \$0 | \$28,800 | \$51,800 | \$80,600 | |
| 202304928106 | 1986 | 1987 | | 3692 | \$0 | \$0 | \$0 | \$0 | \$28,800 | \$50,200 | \$79,000 | |
| 202304928106 | 1984 | 1985 | | 3692 | \$0 | \$0 | \$0 | \$0 | \$23,000 | \$56,200 | \$79,200 | |
| 202304928106 | 1982 | 1983 | | 3692 | \$0 | \$0 | \$0 | \$0 | \$23,000 | \$56,200 | \$79,200 | |

SALES HISTORY

REVIEW HISTORY

PERMIT HISTORY

HOME IMPROVEMENT EXEMPTION

NOTES

| Note | Note Date |
|---|-----------------------|
| Parcel transferred to commercial. | 12/10/2007 6:53:00 AM |
| Prev imp values reflected houses on lots that were merged into this parcel. Those improvements have since been demolished by the Port of Seattle. | 6/17/2002 11:06:00 AM |
| Per info from Port of Seattle - imp and accessories demolished 3/5/2001 | 4/22/2002 11:01:00 AM |

- [New Search](#)
- [Property Tax Bill](#)
- [Map This Property](#)
- [Glossary of Terms](#)
- [Area Report](#)
- [Print Property Detail](#)

Updated: July 9, 2010



Issued by

***First American Title Insurance Company
National Commercial***

818 Stewart Street, Suite 800, Seattle, WA 98101

Title Officer: Laura Lau

Phone: (206)728-0400

FAX: (206)448-6348



First American Title Insurance Company

National Commercial Services

818 Stewart Street, Suite 800, Seattle, WA 98101
(206)728-0400 - (800)526-7544 FAX (206)448-6348

Laura Lau
(206)615-3017
llau@firstam.com

RECORDED DOCUMENT GUARANTEE

LIABILITY: \$ **3,000.00**

ORDER NO.: **NCS-
472339-
WA1**

FEE: \$ **1,500.00**
plus tax of
\$142.50

YOUR REF.:

First American Title Insurance Company
a Corporation, herein called the Company

Subject to the terms and provisions of the application for this Guarantee and the Liability Exclusions and Limitations set forth below in Schedule A.

GUARANTEES

Port of Seattle

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.
3. In order for the Guarantee to be valid and effective, the application and agreement for the issuance of a Recorded Document Guarantee executed by the Assured and each document referred to in Schedule A as an exception must be attached hereto.

Dated: January 14, 2011 at 7:30 A.M.

SCHEDULE A

The assurances referred to on the face page are:

That according to the Company's title plant records and those records maintained by the County Recorder known as the Grantee/Grantor indices subsequent to January 1, 1940, relative to the following described real property (but without examination of those company title plants maintained and indexed by name), there are no All recorded documents Deeds, real estate contracts, or leases or subleases (hereinafter documents) describing said real property or any portion thereof, other than those shown below under Exceptions, which documents are attached hereto and made a part hereof.

The following matters are excluded from the coverage of this Guarantee:

1. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
2. Water rights, claims or title to water.
3. Tax Deeds to the State of Washington.
4. Instruments, proceedings or other matters which do not specifically describe said land.
5. Documents pertaining to mineral estates.

EXCEPTIONS:

AS ATTACHED HERETO ON CHAIN SHEET.

DESCRIPTION:

AS ATTACHED HERETO ON EXHIBIT A.

The following affect the plat of Loralake Addition as referenced on the Key Map

Lot 1 of Loralake Addition

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|------------------------------|--------------------|--------------|---------------------------------------|---------------------------------------|---------|
| Judgment | September 27, 2000 | 200009270635 | James W. Wilcher and Virginia Wilcher | Port of Seattle | |
| Lis Pendens | May 4, 1999 | 9905042626 | James W. Wilcher and Virginia Wilcher | Port of Seattle | |
| Avigation Easement | February 4, 1991 | 9102040842 | James W. Wilcher and Virginia Wilcher | Port of Seattle | |
| Quitclaim Deed | June 1, 1987 | 8706010409 | State of Washington | King County | |
| Easement Agreement | November 23, 1982 | 8211230703 | King County | Owners | |
| Full Reconveyance | June 2, 1994 | 9406020337 | PSM Financial Management | James W. Wilcher and Virginia Wilcher | |
| Substitution of Trustee | June 2, 1994 | 9406020336 | Key Bank of Washington | PSM Financial Management | |
| Assignment of Deeds of Trust | July 23, 1980 | 8007230593 | Puget Sound Mutual Savings Bank | Community Savings Bank | |
| Deed of Trust | November 26, 1979 | 7911260421 | James W. Wilcher and Virginia Wilcher | Puget Sound Mutual Savings Bank | |
| Drainage Easement | March 11, 1974 | 7403110088 | James W. Wilcher and Virginia Wilcher | King County | |
| Lis Pendens | September 25, 1969 | 6569291 | State of Washington | James W. Wilcher and Virginia | |

Wilcher, et al

Assignment of Deed of Trust August 9, 1965 5912531 Seattle Trust and Savings James W. Wilcher and Virginia Wilcher

Satisfaction of Mortgage June 23, 1965 5894091 Washington State Retirement George M. Brown and Edith M. Brown

Statutory Warranty Deed June 9, 1965 5888680 George M. Brown and Edith M. Brown James W. Wilcher and Virginia Wilcher

Mortgage June 8, 1965 5887893 George M. Brown and Edith M. Brown Seattle Trust

Satisfaction of Mortgage October 25, 1962 5497489 Highline Savings Richard Clark and Ruth Clark

Statutory Warranty Deed October 25, 1962 5497488 Richard Clark and Ruth Clark George M. Brown and Edith M. Brown

Mortgage October 16, 1962 5493198 George M. Brown and Edith M. Brown Seattle Trust

Agreement March 9, 1961 5259972 Loralake owners

Real Estate Contract March 6, 1961 5258319 Richard Clark and Ruth Clark George M. Brown and Edith M. Brown

Mortgage April 13, 1960 5150988 Richard Clark and Ruth Clark Highline Savings and Loan

Statutory Warranty Deed April 1, 1960 5147134 Equity Investors, Inc. Richard Clark and Ruth Clark

Statutory Warranty Deed July 8, 1952 4812383 Frank L. Anderson and Joy A. Anderson Equity Investors, Inc.

Lot 2 of Lorlake Addition

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|-----------------------------------|-------------------|----------------|-----------------------------------|-----------------------|---------|
| Judgment | October 24, 2000 | 20001024000910 | William F. Eisiminger | Port of Seattle | |
| Satisfaction of Release of Liens | February 16, 2000 | 20000216000492 | Southwest Suburban Sewer District | Eisiminger, et al | |
| Notice of Claim of Lien | January 19, 2000 | 20000119001920 | Southwest Suburban Sewer District | Eisiminger, et al | |
| Lis Pendens | May 4, 1999 | 9905042642 | Port of Seattle | Eisiminger, et al | |
| Satisfaction and Release of Liens | April 22, 1999 | 9904220404 | Southwest Suburban Sewer District | Eisiminger, et al | |
| Notice of Claim of Lien | January 1, 1999 | 9901201291 | Southwest Suburban Sewer District | Eisiminger, et al | |
| Avigation Easement | November 14, 1994 | 9411140576 | William F. Eisiminger | Port of Seattle | |
| Statutory Warranty Deed | June 7, 1989 | 8906070332 | Benita B. Mooney | William F. Eisiminger | |
| Quitclaim Deed | June 1, 1987 | 8706010409 | State of Washington | King County | |
| Full Reconveyance | November 7, 2000 | 20001107001282 | Chicago Title | Benita Mooney | |
| Deed of Trust | May 19, 1982 | 8205190026 | Benita Mooney | Catherine O. Pargeter | |
| Statutory | May | 8205190025 | Catherine O. | Benita Mooney | |

| | | | |
|--------------------------|------------------|--|----------------------------------|
| Warranty Deed | 19, 1982 | Pargeter | |
| Warranty Deed | March 26, 1969 | Earl V. Pargeter and Catherine O. Pergeter | State of Washington |
| Satisfaction of Mortgage | August 20, 1962 | 5468203 Federal National Mortgage Assoc. | Peterson & Hart |
| Assignment of Mortgage | January 20, 1959 | 4987804 First Mortgage Company | Federal National Mortgage Assoc. |

Agreement for Substitution of Liability January 12, 1959 4984732 First Mortgage Co. Peterson & Hart

Assignment of Mortgage December 22, 1958 4978900 First Mortgage Co. Federal National Mortgage Assoc.

Statutory Warranty Deed December 18, 1958 4977939 Peterson & Hart Earl V. Pargeter and Catherine O. Pergeter

Assignment of Mortgage September 12, 1958 4942675 First Mortgage Co. The Bank of California

Statutory Warranty Deed July 17, 1958 4922578 Equity Investors, Inc. Peterson & Hart

Mortgage July 16, 1958 4922323 Peterson & Hart First Mortgage Co.

Mortgage July 16, 1958 4922323 Peterson & Hart First Mortgage Co.

Lot 3 of Lorlake Addition

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|-----------------------------------|--------------------|----------------|-----------------------------------|----------------|---------|
| Satisfaction and Release of Liens | September 20, 2000 | 20000920001082 | Southwest Suburban Sewer District | Wardall, et al | |
| Notice of | July 19, | 20000719000429 | Southwest | Wardall, et al | |

| | | | |
|---------------------------|-------------------|----------------|---|
| Claim of Lien | 2000 | | Suburban Sewer District |
| Statutory Warranty Deed | February 7, 2000 | 20000207000409 | Georgia L. Wardall Port of Seattle |
| Deed of Full Reconveyance | February 10, 2000 | 20000210000718 | Transnation Title Georgia L. Wardall |
| Deed of Trust | February 7, 1989 | 8902070962 | Georgia L. Wardall Douglas H. Moreland |
| Avigation Easement | January 17, 1989 | 8901170914 | Georgia L. Wardall Port of Seattle |
| Easement Agreement | November 23, 1982 | 8211230703 | King County Owners |
| Satisfaction of Mortgage | February 7, 2000 | 20000207000408 | Lacey O'malley Agency Georgia L. Wardall |
| Mortgage | October 31, 1979 | 7910311122 | Georgia L. Wardall Lacey O'malley Agency |
| Deed of Full Reconveyance | February 7, 1989 | 8902070036 | Transamerica Title Georgia Louise Spickler, aka Georgia L. Wardall |
| Deed of Trust | March 9, 1977 | 7703090576 | Georgia Louise Spickler, aka Georgia L. Wardall Douglas H. Moreland |
| Deed of Trust | August 11, 1995 | 9508110854 | Mark J. Brose and Ilona Brose Great Western Bank |
| Statutory Warranty Deed | August 11, 1995 | 9508110853 | Darryl L. Hoxie, et al Mark J. Brose and Ilona Brose |
| Quit Claim Deed | October 27, 1994 | 9410271133 | Karla J. Hoxie Darryl L. Hoxie |
| Deed of Full Reconveyance | August 28, 1995 | 9508280074 | Transamerica Title Darryl Hoxie, et al |

| | | | | |
|---|--------------------|----------------|--------------------------------------|--|
| Deed of Trust | June 29, 1994 | 9406290190 | Daryl Hoxie, et al | Karla J. Hoxie |
| Dept. of Justice Certificate of Release of Lien | December 22, 2006 | 20061222000372 | United States Attorney's Office | Darryl L. Hoxie |
| Department of Justice Notice of Lien | April 13, 1994 | 9404130469 | United States Attorney's Office | Darryl L. Hoxie |
| Lis Pendens | November 2, 1993 | 9311020196 | Karla Hoxie | Darryl Hoxie |
| Deed of Reconveyance | September 12, 1995 | 9509122200 | George C. Reinmiller, Trustee, Inc. | Darryl Hoxie, et al |
| Appointment of Successor Trustee | September 12, 1995 | 9509122199 | ITT Residential Capital | George C. Reinmiller, Trustee, Inc. |
| Assignment of Deed of Trust | January 18, 1995 | 9501180290 | The New York Guardian Mortgagee Corp | ITT Residential Capital |
| Assignment of Deed of Trust | April 29, 1993 | 9304290449 | The New York Guardian Mortgagee Corp | ITT Residential Capital |
| Assignment of Deed of Trust | December 13, 1991 | 9112130088 | The New York Guardian Mortgagee Corp | Government National Mortgage Association |
| Assignment of Deed of Trust | July 19, 1988 | 8807190653 | City Federal Savings | The New York Guardian Mortgagee Corp |
| Assignment of Deed of Trust | May 27, 1987 | 8705270211 | Pacific West Mortgage | City Federal Savings Bank |
| Deed of Trust | April 27, 1987 | 8704270578 | Darryl L. Hoxie, et al | Pacific West Mortgage |

| | | | | |
|--------------------------------|----------------------|------------|---|--|
| Statutory Warranty Deed | April 27, 1987 | 8704270577 | Jay Hallstrom and Rose Ann Hallstrom | Darryl L. Hoxie, et al |
| Full Reconveyance | May 6, 1987 | 8705061011 | Ticor Title | Jay Hallstrom and Rose Ann Hallstrom |
| Deed of Trust | April 9, 1985 | 8504090729 | Jay Hallstrom and Rose Ann Hallstrom | Marjean E. Hallstrom |
| Statutory Warranty Deed | April 9, 1985 | 8504090728 | Marjean E. Hallstrom | Jay Hallstrom and Rose Ann Hallstrom |
| Easement Agreement | November 23, 1982 | 8211230703 | King County | Owner's |
| Release of Mortgage | December 9, 1964 | 5820840 | First Savings | Peterson & Hart |
| Statutory Warranty Deed | December 9, 1964 | 5820839 | Peterson & Hart | Frank L. Anderson and Joy A. Anderson |
| Mortgage | November 18, 1964 | 5812749 | Georgia L. Wardall | Security Savings |
| Agreement | March 9, 1961 | 5259972 | Laralake owners | |
| Quit Claim Deed | February 15, 1961 | 5252425 | Thad W. Wardall | Georgia L. Wardall |
| Quit Claim Deed | May 20, 1960 | 5163478 | Frank L. Anderson and Joy A. Anderson | Thad W. Wardall and Georgia L. Wardall |
| Real Estate Contract | January 26, 1959 | 4989770 | Frank L. Anderson and Joy A. Anderson | Thad W. Wardall and Georgia L. Wardall |
| Real Estate Contract | July 25, 1957 | 4818456 | Peterson & Hart | Frank L. Anderson and Joy A. Anderson |
| Satisfaction of Mortgage | July 2, 1957 | 4811331 | Bank of California | Frank L. Anderson |
| Mortgage | June 26, | 4809445 | Peterson & Hart | First Savings and |

1957

Loan

Satisfaction of Mortgage June 7, 1956 4700176 Equity Investors, Inc. Frank L. Anderson

Mortgage May 29, 1956 4697613 Peterson & Hart First Mortgage Co.

Statutory Warranty Deed April 16, 1956 4683037 Frank L. Anderson Peterson & Hart

Lot 4 of Loralake Addition

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|-----------------------------|------------------|----------------|---|--------------------------------------|---------|
| Statutory Warranty Deed | July 7, 2000 | 20000707001707 | Mark J. Brose and Ilona Brose | Port of Seattle | |
| Lis Pendens | May 31, 2000 | 20000531001860 | Port of Seattle | Mark J. Brose and Ilona Brose, et al | |
| Deed of Reconveyance | August 16, 2000 | 20000816000677 | Forrest N.A. Bacci, Trustee, Inc. | Mark J. Brose and Ilona Brose | |
| Substitution of Trustee | August 16, 2000 | 20000816000676 | First Union Mortgage | Forrest N.A. Bacci, Trustee, Inc. | |
| Assignment of Deed of Trust | March 5, 1996 | 9603050458 | Great Western Bank | Signet Mortgage Corporation | |
| Agreement | March 9, 1961 | 5259772 | Laralake owners | | |
| Assignment of Mortgage | February 6, 1956 | 4994613 | First Mortgage Co. | Bankers Life Co. | |
| Assignment of Mortgage | July 10, 1958 | 4920168 | First Mortgage Co. | The Bank of California | |
| Mortgage | March 6, 1958 | 4879940 | Melvyn J. Hallstrom and Marjean Hallstrom | First Mortgage Co. | |

Statutory January 4864725 Peterson & Hart Melvyn J.
Warranty 10, 1958 Hallstrom and
Deed Marjean Hallstrom

Satisfaction June 4700176 Equity Investors, Frank L. Anderson
7, Inc.
1956

Statutory April 4683037 Frank L. Anderson Peterson & Hart
Warranty 16,
Deed 1956

Lot 5 of Lorlake Addition

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|--|------------------|----------------|--------------------|------------------------------|---------|
| Consent and Judgment and Decree of Appropriation | May 18, 2000 | 20000518000638 | Robert Ventimiglio | Port of Seattle | |
| Lis Pendens | May 3, 1999 | 9905032607 | Port of Seattle | Robert Ventimiglio, et al | |
| Deed of Trust | October 17, 1996 | 9610170944 | Robert Ventimiglio | U.S. Bank of Washington | |
| Avigation Easement | October 6, 1992 | 9210060976 | Robert Ventimiglio | Port of Seattle | |
| Full Reconveyance | March 13, 2000 | 20000313000216 | Chicago Title | Robert Ventimiglio | |
| Assignment of Deed of Trust | January 9, 1996 | 961091068 | Norwest Mortgage | National City Mortgage | |
| Deed of Trust | January 31, 1992 | 9201311625 | Robert Ventimiglio | Directors Mortgage Loan Corp | |

| | | | | |
|---|--------------------|------------|--|---|
| UCC Termination | April 22, 1992 | 9204220393 | Robert Ventimiglio | Washington Natural Gas |
| UCC Financing Statement | December 20, 1989 | 8912200530 | Robert Ventimiglio | Washington Natural Gas |
| Full Reconveyance | February 18, 1992 | 9202180139 | Stewart Title | Robert Ventimiglio |
| Deed of Trust | November 1, 1989 | 8911010651 | Robert Ventimiglio | Anthomny L. Ventimiglio and Joan M. Ventimiglio |
| Statutory Warranty Deed | November 1, 1989 | 8911010650 | Marian J. Belt | Robert Ventimiglio |
| Full Reconveyance | May 29, 1986 | 8605290670 | Safeco Title | Marian J. Belt |
| Deed of trust | August 25, 1983 | 8308250234 | Marian J. Belt | Peoples Industrial Loan Co. |
| Easement Agreement | November 23, 1982 | 8211230703 | King County | Owner's |
| Assignment of Mortgage | September 19, 1969 | 6566734 | First Mortgage | Peoples National Bank |
| Statutory Warranty Deed | April 4, 1968 | 6492281 | Lawrence F. Harms and Katherine E. Harms | Marian J. Belt |
| Release of Mortgage | October 6, 1965 | 5937008 | First Savings | Peterson & Hart |
| Statutory Warranty deed | September 30, 1965 | 5934653 | Wm. E. Hart and Donna K. Hart | Lawrence F. Harms and Katherine E. Harms |
| Seller's Assignment of Real Estate Contract | September 30, 1965 | 5934652 | Peterson & Hart | W.M. E. Hart and Donna K. Hart |
| Mortgage | September | 5934030 | Lawrence F. Harms | First Mortgage Co. |

29, 1959 and Katherine E.
 Harms

Agreement March 9, 1961 5259972 Loralake owners
 Satisfaction July 25, 1957 4818448 Bank of California Peterson & Hart
 of Mortgage
 Mortgage July 16, 1957 4815384 Peterson & Hart First Savings
 Assignment June 13, 1956 4701728 First Mortgage Bank of California
 of Mortgage
 Satisfaction June 7, 1956 4700176 Equity Investors, Frank L. Anderson
 of Mortgage Inc.
 Statutory April 16, 1956 4683037 Frank Anderson Peterson & Hart
 Warranty Deed

Lot 6 of Loralake Addition

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|--|----------------------|----------------|--|--|---------|
| Statutory Warranty Deed | December 15, 1999 | 19991215000265 | Leona Bolton Wooding and Kenneth E. Wooding | Port of Seattle | |
| Avigation Easement | March 25, 1994 | 9403252096 | Leona Bolton Wooding and Kenneth E. Wooding | Port of Seattle | |
| Deed of Reconveyance | January 18, 2000 | 20000118000233 | Washington Reconveyance | Leona Bolton Wooding and Kenneth E. Wooding | |
| Appointment of Successor Trustee | January 18, 2000 | 20000118000232 | Washington Mutual Bank | Washington Reconveyance | |
| Deed of Trust | July 7, 1993 | 9307070619 | Leona Bolton Wooding and Kenneth E. Wooding | Washington Mutual Bank | |

| | | | | |
|-----------------------------|--------------------|------------|---------------------------------------|--|
| Quit Claim Deed | March 18, 1992 | 9203181812 | Kenneth Wooding | Leona Wooding |
| Quit Claim Deed | July 3, 1999 | 9907030679 | Helen Jane Johnson | Kenneth E. Wooding |
| Quit Claim Deed | March 26, 1984 | 8403260718 | Richard T. Johnson | Kenneth E. Wooding |
| Easement Agreement | November 23, 1982 | 8211230703 | King County | Owner's |
| Statutory Warranty Deed | November 22, 1978 | 7811220511 | Edward G. Jewell | Richard T. Johnson and H. Ann Johnson |
| Full Reconveyance | May 17, 1994 | 9405170500 | PSM Financial Management | Richard T. Johnson and H. Ann Johnson |
| Substitution of Trustee | May 17, 1994 | 9405170499 | Keycorp Mortgage | PSM Financial Management |
| Assignment of Deed of Trust | January 16, 1979 | 7901160543 | First Security Mortgage | Olympic Savings and Loan |
| Deed of Trust | November 20, 1978 | 7811200299 | Richard T. Johnson and H. Ann Johnson | First Security Mortgage |
| Quit Claim Deed | July 15, 1976 | 7607150414 | Boyce W. Jones and Annette C. Jones | Edward G. Jewell and Delores J. Jewell |
| Full Reconveyance | December 8, 1978 | 7812080585 | Mary L. Block | Boyce W. Jones and Annette C. Jones |
| Deed of Trust | September 26, 1975 | 7509260684 | Boyce W. Jones and Annette C. Jones | Mary L. Block |
| Statutory Warranty Deed | September 26, 1975 | 7509260683 | Mary L. Block | Boyce W. Jones and Annette C. Jones |
| Quit Claim Deed | February 18, 1970 | 6621175 | Leroy P. Kennedy and Judy E. | Mary L. Block |

Kennedy

| | | | | |
|--------------------------|-------------------|---------|-------------------------------------|-------------------------------------|
| Real Estate Contract | June 13, 1969 | 6528521 | Mary L. Block | Leroy P. Kennedy and Judy Kennedy |
| Satisfaction of Mortgage | August 18, 1966 | 6070818 | First Savings and Loan | James Davidson and Mildred Davidson |
| Statutory Warranty Deed | August 19, 1963 | 5625337 | James Davidson and Mildred Davidson | Geoge Block and Mary Block |
| Agreement | March 9, 1961 | 5259972 | Loralake owners | |
| Satisfaction of Mortgage | November 18, 1957 | 4851040 | Bank of California | Peterson & Hart |
| Statutory Warranty Deed | November 12, 1957 | 4849326 | Peterson & Hart | James Davidson and Mildred Davidson |
| Mortgage | November 5, 1957 | 4847938 | James Davidson and Mildred Davidson | First Savings and Loan |
| Assignment of Mortgage | June 13, 1956 | 4701728 | First Mortgage | Bank of California |
| Satisfaction of Mortgage | June 7, 1956 | 4700176 | Equity Investors, Inc. | Frank L. Anderson |
| Statutory Warranty Deed | April 16, 1956 | 4683037 | Frank L. Anderson | Peterson & Hart |
| Mortgage | April 13, 1956 | 4682594 | Peterson & Hart | First Mortgage |

Lot 7 of Loralake Addition

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|--|---------------|----------------|---------------------|-----------------|---------|
| Consent Judgment and Decree of Appropriation | July 26, 2000 | 20000726000580 | Jimmie Irene Breeze | Port of Seattle | |
| Avigation Easement | May 14, 1991 | 9105140292 | Jimmie Irene Breeze | Port of Seattle | |

| | | | | |
|----------------------|-------------------|------------|-----------------------|--|
| Easement Agreement | November 23, 1982 | 8211230703 | King County | Owner's |
| Real Estate Contract | October 8, 1974 | 7410080207 | Catherine O. Pargeter | Eric J. Breeze and Jimmie Irene Breeze |
| Agreement | March 9, 1961 | 5259972 | Laralake owners | |

| | | | | |
|-------------------------|-------------------|---------|---------------------------------------|--|
| Statutory Warranty Deed | December 18, 1958 | 4977946 | Peterson & Hart | Earl V. Pargeter and Catherine O. Pargeter |
| Statutory Warranty Deed | July 8, 1957 | 4812382 | Frank L. Anderson and Joy A. Anderson | Peterson & Hart |

Lot 8 of Loralake Addition

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|-------------------------|--------------------|----------------|-------------------------------------|---|---------|
| Statutory Warranty Deed | June 10, 1998 | 9806102477 | Duwayne A. Young and Susan A. Young | Port of Seattle | |
| Full Reconveyance | January 22, 2001 | 20010122001275 | Chicago Title | Duwayne A. Young and Susan A. Young | |
| Deed of Trust | September 13, 1996 | 9609130624 | Duwayne A. Young and Susan A. Young | Transportation Northwest Credit Union | |
| Full Reconveyance | September 16, 1996 | 9619160442 | Chicago Title | Duwayne A. Young and Susan A. Young | |
| Deed of Trust | November 9, 1993 | 9311091575 | Duwayne A. Young and Susan A. Young | Transportation District #1 Credit Union | |

| | | | | |
|-----------------------------|--------------------|----------------|--|---|
| UCC Termination | January 25, 1994 | 9401252106 | DuWayne Young | Washington Natural Gas Company |
| UCC Financing Statement | August 10, 1993 | 9308101205 | DuWayne Young | Washington Natural Gas Company |
| Full Reconveyance | February 16, 2000 | 20000216000347 | Transnation Title | Duwayne A. Young and Susan A. Young |
| Deed of Trust | June 24, 1993 | 9306241633 | Duwayne A. Young and Susan A. Young | Transportation District #1 Credit Union |
| Full Reconveyance | September 10, 1993 | 9309101111 | Western Title Company | Duwayne A. Young and Susan A. Young |
| Assignment of Deed of Trust | May 31, 1991 | 9105310303 | CU Financial Services | Transportation District #1 Credit Union |
| Deed of Trust | May 15, 1991 | 9105151625 | Duwayne A. Young and Susan A. Young | CU Financial Services |
| Statutory Warranty Deed | May 15, 1991 | 9105151624 | John R. Walters and Barbara J. Walters | Duwayne A. Young and Susan A. Young |
| Full Reconveyance | July 2, 1991 | 9107020336 | Benevest Services | John R. Walters and Barbara J. Walters |
| Trust Deed | September 19, 1990 | 9009190211 | John R. Walters and Barbara J. Walters | Beneficial Industrial Loan Company |
| Full Reconveyance | July 3, 1991 | 9107030031 | Washington Administrative Services | John R. Walters and Barbara J. Walters |
| Deed of Trust | January 30, 1990 | 9001301101 | John R. Walters and Barbara J. Walters | Home Savings of America |
| Full Reconveyance | February 23, 1990 | 9002231029 | Lawyers Title | John R. Walters and Barbara J. |

Walters

| | | | | |
|-------------------------------------|-------------------|------------|---|--|
| Deed of Trust | June 12, 1987 | 8706121446 | John R. Walters and Barbara J. Walters | Kelly Garvey and Joanne L. Garvey |
| Statutory Warranty Deed | June 12, 1987 | 8706121445 | Kelly Garvey and Joanne L. Garvey | John R. Walters and Barbara J. Walters |
| Full Reconveyance | July 3, 1990 | 9007030153 | Nothwest Title | Kelly Garvey and Joanne L. Garvey |
| Assignment of Deed of Trust | July 19, 1988 | 8807190304 | Sears Mortgage | Independence One Mortgage |
| Deed of Trust | December 23, 1986 | 8612231277 | Kelly Garvey and Joanne L. Garvey | Sears Mortgage |
| Full Reconveyance | July 1, 1987 | 8707010178 | First American Title | Kelly Garvey and Joanne L. Garvey |
| Blanket Assignment of Deed of Trust | February 4, 1986 | 8602040349 | Great Western Savings | Cenlar Federal Saving Bank |
| David Yakel and Jeannette Yakel | | | | |
| Deed of Trust | July 29, 1983 | 8307290535 | Kelly Garvey and Joanne L. Garvey | Great Western Union FSLA |
| Statutory Warranty Deed | July 29, 1983 | 8307290534 | Tommy Mels Jaussaud, as Personal rep for Victor J. Jaussaud | Kelly Garvey and Joanne L. Garvey |
| Satisfaction of Mortgage | January 26, 1978 | 7801260810 | Ninth Federal Savings and Loan | David Yakel and Jeannette Yakel |
| Quit Claim Deed | November 27, 1967 | 6269722 | Victor J. Jaussaud | Alvilda E. jassaud |
| Statutory Warranty Deed | November 27, 1967 | 6269721 | David Yakel and Jeannette Yakel | Victor Jaussaud and Alvilda Jaussaud |
| Assignment of Mortgage | August 20, 1962 | 5468646 | Commonwealth | Ninth Federal Savings and Loan |

| | | | | |
|---|-------------------|---------|---------------------------------|---------------------------------|
| Deed and Purchaser's Assignment of Real Estate Contract | August 7, 1962 | 5462436 | Chris Raum | Robert Abbey and Iris Abbey |
| Release of Mortgage | August 7, 1962 | 5462435 | First Savings | Peterson & Hart |
| Statutory Warranty Deed | August 1, 1962 | 5459934 | Peterson & Hart | Robert Abbey and Iris Abbey |
| Statutory Warranty Deed | July 13, 1962 | 5451951 | Robert Abbey and Iris Abbey | David Yakel and Jeannette Yakel |
| Mortgage | July 3, 1962 | 5447609 | David Yakel and Jeannette Yakel | Commonwealth |
| Deed and Purchaser's Assignment of Real Estate Contract | April 12, 1961 | 5271727 | Security Savesco Institution | Chris Raum |
| Assignment of Contract as Security | April 6, 1961 | 5269910 | Robert Abbey and Iris Abbey | Security Savesco Institution |
| Real Estate Contract | April 6, 1961 | 5269909 | Peterson & Hart | Robert Abbey and Iris Abbey |
| Satisfaction of Mortgage | January 8, 1959 | 4983723 | The Bank of California | Peterson & Hart |
| Mortgage | December 30, 1958 | 4981053 | Peterson & Hart | First Savings and Loan |
| Mortgage | August 21, 1958 | 4935207 | Peterson & Hart | First Mortgage |
| Statutory Warranty Deed | July 8, 1957 | 4812382 | Frank Anderson and Joy Anderson | Peterson & Hart |

Lot 9 of Lorlake Addition

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|------|-------|----------|---------|---------|---------|
|------|-------|----------|---------|---------|---------|

| | | | | |
|---|-----------------------|----------------|---|--|
| Consent Judgment and Decree of Appropriation | June 28, 2000 | 20000628000581 | David V. Nelson and Tracy A. McAvoy | Port of Seattle |
| Lis Pendens | March 26, 1999 | 9903261389 | David V. Nelson and Tracy A. McAvoy | Port of Seattle |
| Quit Claim Deed | April 4, 1994 | 9404040122 | David V. Nelson | David V. Nelson, Trustee |
| Quit Claim Deed | April 4, 1996 | 9604040121 | Tracy A. McAvoy | Tracey A. McAvoy, Trustee |
| Deed of Reconveyance | August 10, 2000 | 20000810001276 | Washington Reconveyance | David V. Nelson and Tracy A. McAvoy |
| Appointment of Successor Trustee | August 10, 2000 | 20000810001275 | Washington Mutual Bank | Washington Reconveyance |
| Deed of Trust | January 5, 1996 | 9601050616 | David V. Nelson and Tracy A. McAvoy | Washington Mutual Bank |
| Statutory Warranty Deed | January 5, 1996 | 9601050615 | Corrine M. James | David V. Nelson and Tracy A. McAvoy |
| Full Reconveyance | February 12, 1996 | 9602120024 | First American Title | Corrine M. James |
| Assignment of Deed of Trust | July 12, 1993 | 9307121467 | CU Financial Services | Countrywide Funding Corp |
| Deed of Trust | April 23, 1993 | 9304231914 | Corrine M. James | CU Financial Services |
| Statutory Warranty Deed | April 23, 1993 | 9304231913 | Robert Reid | Corrine M. James |
| Statutory Warranty Deed | August 9, 1990 | 9008090900 | Barbara C. Bigelow, Donald R. Cady and William C. Cady | Gilbert E. Key, Jr. and Carol Anne New |

| | | | | |
|--|-------------------|------------|--|--|
| Full Reconveyance | April 15, 1990 | 9004150803 | Washington Administrative Services | Robert Reid |
| Deed of Trust | August 8, 1990 | 9008080742 | Robert Reid | Home Savings |
| Statutory Warranty Deed | August 8, 1990 | 9008080741 | Gilbert E. Key, Jr. and Carol Anne Key | Robert Reid |
| Quit Claim Deed | August 8, 1990 | 9008080739 | Laverne F. Collins | Robert Reid |
| Seller's Assignment of Contract and Deed | July 20, 1989 | 8907200771 | Estate of Mary R. Cady | Barbara C. Bigelow, Donald R. Cady and William C. Cady |
| Avigation Easement | December 15, 1988 | 8812150499 | Gilbert Key | Port of Seattle |
| Real Estate Contract | November 30, 1988 | 8811300214 | Mary R. Cady | Gilbert E. Key and Carol Ann New |
| Satisfaction of Mortgage | April 21, 1959 | 5022600 | The Bank of California | Peterson & Hart |
| Statutory Warranty Deed | April 17, 1959 | 5021195 | Peterson & Hart | Donald Cady and Mary Cady |
| Mortgage | April 8, 1959 | 5017675 | Donald Cady and Mary Cady | Washington Mutuals |
| Mortgage | August 21, 1958 | 4935208 | Peterson & Hart | First Mortgage |
| Statutory Warranty Deed | July 8, 1957 | 4812382 | Frank Anderson and Joy Anderson | Peterson & Hart |

Lot 10 of Loralake Addition

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|-------------------------|--------------------|------------|-------------------------------------|-----------------|---------|
| Statutory Warranty Deed | September 11, 1998 | 9809111506 | Richard D. Geise and Joyce A. Geise | Port of Seattle | |

| | | | | |
|--|--------------------|------------|-------------------------------------|--|
| Full Reconveyance | August 29, 1986 | 8608291187 | Commonwealth Title | Richard D. Geise and Joyce A. Geise |
| Deed of Trust | October 11, 1985 | 8510110202 | Richard D. Geise and Joyce A. Geise | Seattle Trust & Savings Bank |
| Statutory Warranty Deed | August 17, 1966 | 6070208 | Stanley W. Thorsen | Richard D. Geise and Joyce A. Geise |
| Assignment of Mortgage | January 14, 1959 | 4975683 | First Mortgage | Federal National Mortgage Corp |
| Assignment and Substitution of Liability | December 22, 1958 | 4978901 | First Mortgage | Stanley W. Thorsen and Lillian Thorsen |
| Statutory Warranty Deed | December 3, 1958 | 4972081 | Peterson & Hart | Stanley W. Thorsen and Lillian Thorsen |
| Assignment of Mortgage | September 12, 1958 | 4942673 | First Mortgage | The Bank of California |
| Mortgage | July 17, 1958 | 4922579 | Peterson & Hart | First Mortgage |
| Statutory Warranty Deed | July 8, 1957 | 4812383 | Frank Anderson and Joy Anderson | Equity Investors, Inc. |

Lot 11 of Loralake Addition and Tax Lots 9011 and 9204 of Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|-------------------------|--------------------|------------|--|-------------------------------------|---------|
| Statutory Warranty Deed | August 18, 1998 | 9808182576 | Marilyn L. Christianson and Mary V. Christianson | Port of Seattle | |
| Avigation Easement | September 20, 1995 | 9509201334 | Marilyn L. Christianson and Mary V. Christianson | Port of Seattle | |
| Deed of Reconveyance | October 12, 1998 | 9810121931 | Trustee Services, Inc. | Marilyn L. Christianson and Mary V. | |

Christianson

Substitution of Trustee October 12, 1998 9810121930Capstead, Inc. Trustee Services, inc.

Assignment of Deed of Trust July 30, 1993 9307300845Home Lending Associates Troy & Nichols, Inc.

Deed of Trust July 30, 1993 9307300844Marilyn L. Christianson and Mary V. Christianson Home Lending Associates

Statutory Warranty Deed December 5, 1988 8812050840James J. Certy and Carolyn A. Certy Marilyn L. Christianson and Mary V. Christianson

Deed of Reconveyance December 17, 1993 9312170051Old Republic Title James J. Certy and Carolyn A. Certy

Assignment of Deed of Trust January 29, 1987 8701290024Phoenix Mortgage Flet Real Estate Funding Corp

Deed of Trust January 15, 1987 8701151453James J. Certy and Carolyn A. Certy Phoenix Mortgage

Statutory Warranty Deed January 15, 1987 8701151452Raymond M. Erickson and Jane E. Erickson James J. Certy and Carolyn A. Certy

Full Reconveyance June 17, 1987 8706171220First American Title Raymond M. Erickson and Jane E. Erickson Lot 11 only

Deed of Trust May 27, 1977 7705270048Raymond M. Erickson and Jane E. Erickson Citizens Federal Savings & Loan Lot 11 only

Statutory Warranty Deed May 27, 1977 7705270047Donald T. Enigh and Beverly F. Enigh Raymond M. Erickson and Jane E. Erickson Lot 11 only

Quit Claim Deed September 22, 1978 7809220675 State of Washington Raymond M. Erickson and Jane E. Erickson Tax Lots 9011 and 9204

| | | | | |
|---|--------------------|---------|---------------------------------|--------------------------------------|
| Agreement for Substitution of Liability | December 22, 1958 | 4978888 | First Mortgage | Donald T. Enigh and Beverly F. Enigh |
| Assignment of Mortgage | December 22, 1958 | 4978887 | First Mortgage | Federal National Mortgage Company |
| Statutory Warranty Deed | December 5, 1958 | 4973182 | Peterson & Hart | Donald T. Enigh and Beverly F. Enigh |
| Assignment of Mortgage | September 12, 1958 | 4942674 | First Mortgage | The Bank of California |
| Mortgage | July 16, 1958 | 4922319 | Peterson & Hart | First Mortgage |
| Statutory Warranty Deed | December 5, 1958 | 4473182 | Peterson & Hart | Donald T. Enigh and Beverly F. Enigh |
| Statutory Warranty Deed | July 8, 1957 | 4812383 | Frank Anderson and Joy Anderson | Equity Investors, Inc. |

The following affects Tract A of Lorlake Addition

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|-------------------------|-------------------|----------|------------------------------------|---|---------|
| Statutory Warranty Deed | March 8, 1981 | 5259529 | Frank L. Anderson and Joy Anderson | Edgar Higgins and Mary Higgins | |
| Statutory Warranty Deed | March 8, 1961 | 5259528 | Edgar Higgins and Mary Higgins | Harold Higgins and Gloria Higgins | |
| Statutory Warranty Deed | January 12, 1961 | 5244078 | Frank L. Anderson and Joy Anderson | Frank Yellam and Angelina Yellam | |
| Statutory Warranty Deed | January 12, 1961 | 5244077 | Frank L. Anderson and Joy Anderson | Donald Lindgren and Betty Lindgren | |
| Statutory Warranty Deed | November 15, 1960 | 5223537 | Frank L. Anderson and Joy Anderson | Harold Klapenstein and Betty Klapentstein | |

Statutory November 5223536 Frank L. Anderson Edgar Higgins and
Warranty 15, 1960 and Joy Anderson Mary Higgins
Deed

Quit May 20, 5163479 Frank L. Anderson Thad Wardall and
Claim 1960 and Joy Anderson Georgia Wardall
Deed

The following affect the entire plat of Loralake Addition

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|--------------------------|---------------------|-----------------------|---|--------------------------------|---------|
| Quit Claim Deed | October 29, 1958 | 4959688 | George J. Campbell and Cora C. Campbell | Frank L. Anderson | |
| Notice of Lis Pendens | June 14, 1953 | 4913190 | Tony Vacca and Angelo Vacca | Equity Invetors, Inc, et al | |
| Protective Covenants | April 12, 1956 | 4682378 | Owners | | |
| Loralake Addition | April 2, 1956 | Volume 57, Page 24 | Frank Anderson | | |

The following affect South 150th Street and 12th Avenue South on Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|------------------------------|----------------------|----------------|----------------|-----------------|---------|
| Ordinance No. 10- 1002 | February 20, 2001 | 20010220000441 | City of Seatac | Port of Seattle | |
| Ordinance No. 00- 1023 | June 16, 2000 | 000616000256 | City of Seatac | Port of Seattle | |

The following affect Tax Lot 281 of the Key Map

| | | | | |
|--|----------------|----------------|---|----------------------------------|
| Declaration of Restrictive Covenants | March 12, 2003 | 20030312001777 | Port of Seattle | Port of Seattle |
| Declaration of Restrictive Covenants | March 12, 2003 | 20030312001776 | Port of Seattle | Port of Seattle |
| Consent Judgment and Decree of Appropriation | July 20, 2000 | 20000720000595 | Margene Olson | Port of Seattle |
| Amended Lis Pendens | April 30, 1999 | 9904301305 | Margene Olson and Marlo L. Olson | Port of Seattle |
| Lis Pendens | March 26, 1999 | 9903261394 | Margene Olson and Marlo L. Olson | Port of Seattle |
| Quit Claim Deed | June 1, 1987 | 8706010409 | State of Washington | King County |
| Quit Claim Deed | May 5, 1978 | 7805050787 | Marlo L. Olson | Margene Olson |
| Satisfaction of Mortgage | May 14, 1962 | 5425683 | City Loan Co. | George J. and Cora Campbell |
| Satisfaction of Mortgage | May 10, 1962 | 5424544 | Washington Mutual Savings Bank | George J. and Cora Campbell |
| Satisfaction of Mortgage | May 4, 1962 | 5422105 | Western Investment Co. | George J. and Cora Campbell |
| Statutory Warranty Deed | April 24, 1962 | 5416408 | George J. Campbell and Cora C. Campbell | Marlo L. Olson and Margene Olson |
| Mortgage | April 20, 1962 | 5415259 | Marlo L. Olson and Margene Olson | Washington Mutual Savings Bank |

Mortgage February 5384955 Marlo L. Olson and City Loan Co.
7, 1962 Margene Olson

Satisfaction February 5382641 City Loan Co. George J.
of 1, 1962 Campbell and Cora
Mortgages C. Campbell

Mortgage May 19, 5285897 George J. City Loan Co.
1961 Campbell and Cora
C. Campbell

Satisfaction March 5259691 Cecil Beal George J.
of 9, 1961 Campbell and Cora
Mortgage C. Campbell

Mortgage March 5258254 George J. Western
6, 1961 Campbell and Cora Investment, Inc.
C. Campbell

Quit Claim October 4959687 Frank L. Anderson George J.
Deed 29, Campbell and Cora
1958 C. Campbell

Mortgage October 4959686 George J. City Loan Co.
29, Campbell and Cora
1958 C. Campbell

Statutory March 4672755 George J. Frank L. Anderson
Warranty 14, Campbell and Cora
Deed 1956 C. Campbell

Statutory March 14, 4672754 Frank L. Anderson George J.
Warranty 1956 Campbell and Cora
Deed C. Campbell

Mortgage March 6, 4669834 George J. Washington Mutual
1956 Campbell and Cora Savings Bank
C. Campbell

Satisfaction March 1, 4663203 First Mortgage Co. Frank L. Anderson
of 1956
Mortgage

Statutory December 4403480 Frank L. Anderson George J.
Warranty 10, 1953 Campbell and Cora
Deed C. Campbell

Mortgage December 4402459 George J. Washington Mutual
r7, 1953 Campbell and Cora Savings Bank
C. Campbell

The following affect Tax Lot 428 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|--|-----------------------|----------------|---|---|---------|
| Amended Consent Judgment and Decree of Appropriation | November 8, 2001 | 20011108002999 | Richard D. Higginbotham and Sherrill Miller | Port of Seattle | |
| Consent Judgment and Decree of Appropriation | August 31, 2001 | 20010831001106 | Richard D. Higginbotham and Sherrill Miller | Port of Seattle | |
| Full Reconveyance | October 4, 2000 | 20001004001498 | First American Title | Richard D. Higginbotham and Sherrill Miller | |
| Deed of Trust | May 10, 2000 | 20000510001650 | Richard D. Higginbotham and Sherrill Miller | William F. Eisiminger | |
| Lis Pendens | April 7, 2000 | 20000407001012 | Richard D. Higginbotham and Sherrill Miller | Port of Seattle | |
| Full Reconveyance | September 29, 2000 | 20000929000723 | PRLAP, Inc. | Richard D. Higginbotham and Sherrill Miller | |
| Modification Agreement | October 16, 1998 | 9810160648 | Bank of America | Richard D. Higginbotham and Sherrill Miller | |
| Deed of Trust | June 1, 1998 | 9806010501 | Richard D. Higginbotham and Sherrill Miller | Bank of America | |
| Substitution of Trustee | September 1, 2000 | 20000901001304 | Fleet Mortgage Corp | Fleet National Bank | |
| Deed of Reconveyance | September 1, 2000 | 20000901001150 | Fleet National Bank | American Residential Mortgage | |
| Assignment of Deed of Trust | May 16, | 9405160236 | American Residential | Fleet Real Estate Funding | |

1994 Mortgage

| | | | | |
|--|-------------------|------------|---|---|
| Deed of Trust | July 28, 1993 | 9307281691 | Richard D. Higginbotham and Sherrill Miller | American Residential Mortgage |
| Quit Claim Deed | July 28, 1993 | 9307281690 | Richard D. Higginbotham and Sherrill Miller | Richard D. Higginbotham and Sherrill Miller |
| Full Reconveyance | October 14, 1993 | 9310142824 | Standard Trustee Service | Richard D. Higginbotham and Sherrill Miller |
| Resignation and Appointment of Successor Trustee | October 14, 1993 | 9310142816 | American Residential Mortgage | Standard Trustee Service |
| Deed of Trust | July 15, 1991 | 9107150630 | Richard D. Higginbotham and Sherrill Miller | American Residential Mortgage |
| Full Reconveyance | June 26, 1992 | 9206260060 | Stewart Title | Richard D. Higginbotham and Sherrill Miller |
| Assignment of Deed of Trust | February 13, 1989 | 8902130880 | First Union Mortgage | Federal Home Loan Mortgage Corp |
| Deed of Trust | April 5, 1988 | 8804051079 | April 5, 1988 | Richard D. Higginbotham and Sherrill Miller |
| Statutory Warranty Deed | April 5, 1988 | 8804051078 | Gregory L. McGonagill | Richard D. Higginbotham and Sherrill Miller |
| Quitclaim Deed | June 1, 1987 | 8706010409 | State of Washington | King County |
| Easement Agreement | November 23, 1982 | 8311230703 | King County | Owner's |
| Full Reconveyance | February 25, 1987 | 8702250957 | Chicago Title | Gregory L. McGonagill |

| | | | | |
|--|--------------------|------------|---------------------------------------|--------------------------------------|
| Deed of Trust | January 29, 1982 | 8201290024 | Gregory L. McGonagill | May L. Minnis |
| Statutory Warranty Deed | January 29, 1982 | 8201290023 | Mary L. Minnis McGonagill | Gregory L. McGonagill |
| Decree of Dissolution | September 10, 1981 | 8109100285 | Mary L. Minnis | Russell Minnis |
| Satisfaction of Mortgage | February 19, 1982 | 8202190023 | Agnes L. Minnis | Russell O. Minnis and Mary L. Minnis |
| Mortgage | May 22, 1981 | 8105220440 | Russell O. Minnis and Mary L. Minnis | Agnes L. Minnis |
| Full Reconveyance | May 4, 1988 | 8805040183 | Seafirst Corp | Russell O. Minnis and Mary L. Minnis |
| Resignation and Appointment of Successor Trustee | May 4, 1988 | 8805040182 | Chicago Title | Seafirst Corp |
| Assignment of Deed of Trust | March 29, 1978 | 7803290289 | Seafirst Mortgage | Lutheran Brotherhood |
| Assignment of Deed of trust | March 17, 1978 | 7803170276 | Seafirst Mortgage | Lutheran Brotherhood |
| Deed of Trust | January 23, 1978 | 7801230003 | Russell O. Minnis and Mary L. Minnis | Seafirst Mortgage |
| Statutory Warranty Deed | January 23, 1978 | 7801230002 | Edgar S. Higgins and Mary Lou Higgins | Russell O. Minnis and Mary L. Minnis |
| Easement for Slopes | August 2, 1972 | 7208020491 | Edgar S. Higgins and Mary Lou Higgins | King County |
| Agreement | March 9, 1961 | 5259972 | Loralake owners | |

| | | | | |
|--------------------------|-------------------|---------|---------------------------------------|---------------------------------------|
| Satisfaction of Mortgage | February 18, 1960 | 5133059 | Williams & Swanson | Frank L. Anderson |
| Mortgage | February 18, 1960 | 5133058 | Edgar S. Higgins and Mary Lou Higgins | First Mortgage Company |
| Statutory Warranty Deed | August 19, 1958 | 4934214 | Frank L. Anderson | Edgar S. Higgins and Mary Lou Higgins |
| Mortgage | October 25, 1958 | 4845167 | Frank L. Anderson | Williams & Swanson |

The following affect Tax Lot 347 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|--|-------------------|----------------|------------------------------|-----------------------------|---------|
| Consent Judgment and Decree of Appropriation | October 24, 2000 | 20001024000910 | William F. Eisiminger, et al | Port of Seattle | |
| Lis Pendens | May 4, 1999 | 9905042642 | William F. Eisiminger, et al | Port of Seattle | |
| Notice of Violation | December 2, 1998 | 9812020256 | City of SeaTac | Bill Eisiminger | |
| Avigation Easement | February 8, 1994 | 9402081262 | William F. Eisiminger | Port of Seattle | |
| Deed of Reconveyance | July 31, 2000 | 20000731001667 | Washington Reconveyance Co. | William F. Eisiminger | |
| Appointment of Successor Trustee | July 31, 2000 | 20000731001666 | Washington Mutual Bank | Washington Reconveyance Co. | |
| Deed of Trust | February 12, 1987 | 8702121136 | William F. Eisiminger | Homes Savings of America | |
| Full Reconveyance | November 4, 1985 | 8511040143 | Chicago Title | William F. Eisiminger | |
| Deed of Trust | July 13, 1984 | 8407130598 | William F. Eisiminger | Thomas R. De La Hunt | |
| Statutory | July 13, | 8407130597 | Thomas R. De La | William F. | |

Warranty 1984 Hunt Eisiminger
 Deed

Easement November 23, 1982
 Agreement 8211230703 King County Owner's

Easement August 2, 1972
 for Slopes 7208020492 Thomas R. De La King County
 Hunt

Statutory May 19, 1964 5737540 Harold G. Klapstein Harold G. Higgins
 Warranty 1964 and Betty J. and Gloria Higgins
 Deed Klapstein

Agreement March 9, 1961 5259972 Loralake owners

Deed February 10, 1956 4663203 Harold G. Klapstein Frank L. Anderson
 and Betty J.
 Klapstein

Mortgage July 15, 1954 4464943 Harold G. Klapstein Tacoma Savings
 and Betty J. and Loan
 Klapstein

Statutory July 15, 1954 4464942 Frank L. Anderson Harold G. Klapstein
 Warranty 1954 and Betty J.
 Deed Klapstein

Statutory November 2, 1953 4393375 Frank L. Anderson Harold G. Klapstein
 Warranty 2, 1953 and Betty J.
 Deed Klapstein

The following affect Tax Lot 324 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|---|---------------------|----------------|---------------------------------|-----------------|---------|
| Consent Judgment and Decree of Appropriation | October 24, 2000 | 20001024000910 | William F. Eisiminger, et al | Port of Seattle | |
| Lis Pendens | May 4, 1999 | 9905042642 | William F. Eisiminger, et al | Port of Seattle | |

| | | | | |
|--|----------------------|----------------|--|---|
| Avigation Easement | November 14, 1994 | 9411140577 | William F. Eisiminger | Port of Seattle |
| Full Reconveyance | February 2, 2001 | 20010202000874 | Chicago Title Eisiminger | William F. Eisiminger |
| Deed of Trust | August 31, 1988 | 8808311535 | William F. Eisiminger | Eleanor S. McDonald |
| Statutory Warranty Deed | August 31, 1988 | 8808311534 | Eleanor S. McDonald, fka Eleanor S. Vistaunet and John S. McDonald | William F. Eisiminger |
| Easement Agreement | November 23, 1982 | 8211230703 | King County | Owner's |
| Full Reconveyance | March 2, 1978 | 7803020371 | Pioneer National Title | Eleanor S. Vistaunet |
| Deed of Trust | July 8, 1977 | 7707080336 | Eleanor S. Vistaunet | A.G.E. Federal Credit Union |
| Agreement for Future Advance and Extension of Mortgage | March 28, 1972 | 7203280382 | John R. Morris and Dorothy E. Morris | Fidelity Mutual Savings Bank |
| Real Estate Mortgage | July 6, 1966 | 6051186 | John R. Morris and Dorothy E. Morris | Fidelity Savings |
| Statutory Warranty Deed | July 6, 1966 | 6051185 | Harold G. Higgins and Gloria A. Higgins | John R. Morris and Dorothy E. Morris |
| Real Estate Contract | February 28, 1963 | 5549733 | Harold G. Higgins and Gloria A. Higgins | John R. Morris and Dorothy E. Morris |
| Agreement | March 9, 1961 | 5259972 | Loralake owners | |
| Mortgage | July 2, 1959 | 5051199 | Harold G. Higgins and Gloria A. Higgins | The Bank of California |

| | | |
|--|---|--|
| Statutory July 2, Warranty 1959 Deed | 5051198 Edgar S. Higgins, Jr. and Mary Lou Higgins | Harold G. Higgins and Gloria A. Higgins |
| Statutory September Warranty 15, 1952 Deed | 4271780 Frank Anderson | Edgar S. Higgins, Jr. and Mary Lou Higgins |

The following affect Tax Lot 325 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|---|------------------------|----------------|---|--|---------|
| Consent Judgment and Decree of Appropriation | August 31, 2001 | 20010831001122 | Russell E. Walter and Judith C. Walter, et al | Port of Seattle | |
| Lis Pendens | April 7, 2000 | 20000407001011 | Russell E. Walter and Judith C. Walter, et al | Port of Seattle | |
| Full Reconveyance | January 8, 2001 | 20010108001279 | Fidelity National Title | Russell E. Walter and Judith C. Walter | |
| Substitution of Trustee | January 8, 2001 | 20010108001278 | Crown Bank | Fidelity National Title | |
| Assignment of Deed of Trust | August 17, 2000 | 20000817000358 | Wallick & Volk | Crown Bank | |
| Assignment of Deed of Trust | October 27, 1999 | 19991027000297 | Monument Mortgage | Wallick and Volk | |
| Deed of Trust | April 30, 1998 | 9804300589 | Russell E. Walter and Judith C. Walter | Monument Mortgage | |
| Full Reconveyance | August 19, 1998 | 9808192563 | Standard Trustee Service | Russell E. Walter and Judith C. Walter | |

| | | | | |
|----------------------------------|-------------------|------------|--|--|
| Appointment of Successor Trustee | August 19, 1998 | 9808192562 | Monument Mortgage | Standard Trustee Service |
| Assignment of Deed of Trust | June 22, 1998 | 9806220556 | First Mutual Savings Bank | Monument Mortgage |
| Deed of Trust | February 10, 1992 | 9202100831 | Russell E. Walter and Judith C. Walter | First Mutual Savings Bank |
| Full Reconveyance | April 27, 1992 | 9204270513 | Ticor Title | Russell E. Walter and Judith C. Walter |
| Assignment of Deed of Trust | August 18, 1988 | 8808180517 | ICA Mortgage | First National Bank |
| Deed of Trust | March 25, 1988 | 8803250454 | Russell E. Walter and Judith C. Walter | ICA Mortgage |
| Statutory Warranty Deed | March 25, 1988 | 8803250453 | Donna M. Larson | Russell E. Walter and Judith C. Walter |
| Full Reconveyance | April 12, 1988 | 8804120183 | Stewart Title | Donna M. Larson |
| Deed of Trust | August 18, 1987 | 8708180593 | Donna M. Larson | Prudential Bank |
| Deed of Trust | August 2, 1987 | 8708020640 | Donna M. Larson | Prudential Bank |
| Full Reconveyance | May 28, 1987 | 8705280726 | Safeco Title | Donna M. Larson |
| Assignment of Deed of Trust | April 11, 1986 | 8604111179 | Pacific Real Estate Mortgage | Pacific Savings Bank |

| | | | | |
|-------------------------|--------------------|------------|--|--|
| Deed of Trust | April 11, 1986 | 8604111178 | Donna M. Larson | Pacific Real Estate Mortgage |
| Statutory Warranty Deed | April 11, 1986 | 8604111177 | Rowland W. Watson and Theresa M. Watson | Donna M. Larson |
| Full Reconveyance | June 5, 1986 | 8606050214 | Transamerica Title | Rowland W. Watson and Theresa M. Watson |
| Deed of Trust | January 28, 1985 | 8501280160 | Rowland W. Watson and Theresa M. Watson | Group Health Credit Union |
| Easement Agreement | November 23, 1982 | 8211230703 | King County | Owner's |
| Full Reconveyance | May 13, 1986 | 8605130550 | Ticor Title | Rowland W. Watson and Theresa M. Watson |
| Deed of Trust | September 26, 1979 | 7909260431 | Rowland W. Watson and Theresa M. Watson | Bank of California |
| Full Reconveyance | June 11, 1986 | 8606110179 | Ticor Title | Rowland W. Watson and Theresa M. Watson |
| Deed of Trust | June 11, 1974 | 7406110426 | Rowland W. Watson and Theresa M. Watson | Great Northwest Federal Savings |
| Statutory Warranty Deed | June 11, 1974 | 7406110425 | Ellen Marie Johnson | William T. Stewart and Gloria L. Stewart |
| Statutory Warranty Deed | June 11, 1974 | 7406110424 | William T. Stewart and Gloria L. Stewart | Rowland W. Watson and Theresa M. Watson |
| Easement for Slopes | August 21, 1972 | 7208210545 | William T. Stewart and Gloria L. Stewart | King County |
| Real Estate Contract | July 2, 1970 | 6668206 | Ellen Marie Johnson | William T. Stewart and Gloria L. Stewart |

Quit March 5861208 Joyce A. Schroeder Ellen Marie
Claim 31, Johnson
Deed 1965

Statutory March 5852019 Ellen Marie Joyce A. Schroeder
Warranty 8, Johnson, Executrix
deed 1965 of Ellen Vane

Mortgage November5510284Ellen Vane Washington Mutual
23, 1962 Bank

Statutory October 5484016Donald G. LindgrenEllen Vane
Warranty 25, 1962 and Dorothy E.
Deed Lindgren

AgreementMarch 9, 5259972Loralake owners
1961

Statutory March 2, 4546333Frank L. Anderson Donald G. Lindgren
Warranty 1955 and Dorothy E.
Deed Lindgren

The following affect Tax Lot 405 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|-------------------------------|----------------------|------------|-------------------------------------|----------------------------------|---------|
| Statutory Warranty Deed | January 19, 1999 | 9901193230 | Frank Yellam and Angie Yellam | Port of Seattle | |
| Easement Agreement | November 23, 1982 | 8211230703 | King County | Owner's | |
| Agreement | March 9, 1961 | 5259972 | Loralake owners | | |
| Mortgage | June 5, 1959 | 5040433 | Frank Yallam and Angelina Yellam | Equitable Savings and Loan | |
| Statutory Warranty Deed | June 19, 1957 | 4807697 | Frank L. Anderson | Frank Yellam and Angie Yellam | |

The following affect Tax Lot 74 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|-------------------------------|-----------------------|------------|---------------------------|-----------------|---------|
| Statutory Warranty Deed | September 12, 1997 | 9709121590 | Estate of Ken Brougham | Port of Seattle | |
| Tax Deed | February 13, 1976 | 7602130480 | King County | Ken Brougham | |
| Easement | February 29, 1972 | 7202290523 | | | |

The following affect Tax Lot 65 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|---|----------------------|------------|---|---|---------|
| Statutory Warranty Deed | December 31, 1996 | 9612312294 | Tony Vacca, Betty J. Vacca and Irene Vacca | Port of Seattle | |
| Community Property Agreement | January 17, 1996 | 9601171460 | Irene Vacca | Angelo Vacca | |
| Amendment to Agreement for Real Estate Option and Purchase and Sale Agreement | February 24, 1993 | 9302241766 | Tony Vacca, Betty J. Vacca, Angelo Vacca and Irene Vacca | Port of Seattle | |
| Agreement for Real Estate Option and Purchase and Sale Agreement | February 24, 1993 | 9302241765 | Tony Vacca, Betty J. Vacca, Angelo Vacca and Irene Vacca | Port of Seattle | |
| Purchaser's Assignment of Real Estate Contract | February 24, 1993 | 9302241764 | Donald G. Huber and Deborah Huber | Tony Vacca, Betty J. Vacca, Angelo Vacca and Irene Vacca | |

| | | | | |
|--|----------------------|------------|---|---|
| Amended Notice of Intent to Forfeit | August 19, 1992 | 9208190229 | Tony Vacca, Betty J. Vacca, Angelo Vacca and Irene Vacca | Donald G. Huber and Deborah Huber |
| Notice of Intent to Forfeit | August 14, 1992 | 9208141206 | Tony Vacca, Betty J. Vacca, Angelo Vacca and Irene Vacca | Donald G. Huber and Deborah Huber |
| Third Real Estate Contract Modification Agreement | March 29, 1991 | 9103290173 | Tony Vacca, Betty J. Vacca, Angelo Vacca and Irene Vacca | Donald G. Huber and Deborah Huber |
| Second Real Estate Contract Modification Agreement | October 26, 1990 | 9010260513 | Tony Vacca, Betty J. Vacca, Angelo Vacca and Irene Vacca | Donald G. Huber and Deborah Huber |
| Real Estate Contract Modification Agreement | April 19, 1990 | 9004190519 | Tony Vacca, Betty J. Vacca, Angelo Vacca and Irene Vacca | Donald G. Huber and Deborah Huber |
| Removal of Current Use Assessment | October 13, 1987 | 8710131026 | Angelo and Tony Vacca | King County |
| Real Estate Contract | September 2, 1987 | 8709020931 | Tony Vacca, Betty J. Vacca, Angelo Vacca and Irene Vacca | Donald G. Huber and Deborah Huber |
| Classification as Farm and Agricultural Land | February 8, 1984 | 8402080298 | Tony and Angelo Vacca | King County |
| Partial Release of Assignment and Indenture | January 24, 1978 | 7801240501 | Bankers Trust Company | Shell Oil Company |
| Easement of Sewer | April 29, 1974 | 7404290504 | Angelo and Tony Vacca | Southwest Suburban Sewer District |

| | | | | |
|------------------|-------------------|------------|-----------------------|-----------------------------------|
| Easement | December 20, 1972 | 7212200434 | Angelo and Tony Vacca | Southwest Suburban Sewer District |
| Quit Claim Deed | February 13, 1947 | 3656845 | Angelo Vacca | Tony Vacca |
| Option Agreement | February 13, 1947 | 3656844 | Angelo Vacca | Tony Vacca |
| Deed | January 30, 1943 | 3289667 | Otto Maedel | Angelo Vacca |

The following affect Tax Lot 68 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|-------------------------|--------------------|------------|------------------------------------|-----------------------------------|---------|
| Statutory Warranty Deed | June 20, 1995 | 9506200847 | Marion B. Bird and Scott E. Mason | Port of Seattle | |
| Quit Claim Deed | April 8, 1991 | 9104080756 | Marion B. Bird | Marion B. Bird and Scott E. Mason | |
| Full Reconveyance | August 2, 1994 | 9408020576 | Bank of America | Marion B. Bird | |
| Substitution of Trustee | August 2, 1994 | 9408020575 | Bank of America | Bank of America, FSB | |
| Deed of Trust | July 11, 1990 | 9007110065 | Marion B. Bird | Security Pacific National Bank | |
| Quit Claim Deed | July 11, 1990 | 9007110064 | Scott E. Mason | Marion B. Bird | |
| Full Reconveyance | September 18, 1990 | 9009181561 | Lawyers Title | Marion B. Bird and Scott E. Mason | |
| Deed of Trust | May 26, 1989 | 8905260971 | Marion B. Bird and Scott E. Mason | Great American Bank | |
| Statutory Warranty Deed | May 26, 1989 | 8905260970 | Charles L. Brown and Mary L. Brown | Marion B. Bird and Scott E. Mason | |

| | | | | |
|-------------------------|--------------------|------------|--------------------------------------|------------------------------------|
| Access Easement | May 23, 1989 | 8905231172 | Charles Brown | Port of Seattle |
| Full Reconveyance | July 18, 1989 | 8907180248 | Stewart Title | Charles L. Brown and Mary L. Brown |
| Deed of Trust | February 23, 1989 | 8902230271 | Charles L. Brown and Mary L. Brown | Sterling Savings |
| Full Reconveyance | March 24, 1989 | 8903241547 | Kennedy, Schuck, Harris, Miller | Charles L. Brown and Mary L. Brown |
| Deed of Trust | September 28, 1988 | 8809281105 | Charles L. Brown and Mary L. Brown | Catherine A. Palzer |
| Special Warranty Deed | September 28, 1988 | 8809281104 | Catherine A. Palzer | Charles L. Brown and Mary L. Brown |
| Lis Pendens | May 27, 1983 | 8305271130 | Calvin V. Symm and Lyla Symm | Catherine A. Palzer, et al |
| Quit Claim Deed | December 6, 1978 | 7812061002 | James Hays and Kkoryn Hays | Trevor Ferenti |
| Tax deed | November 10, 1977 | 7711100895 | King County | Chris Palzer and Cathy Palzer |
| Lis Pendens | February 5, 1972 | 7202050329 | James Hays and Kkoryn Hays | Frank L. Anderson, et al |
| Easement | February 29, 1972 | 7202290523 | Richard D. Harris and Frank Anderson | Southwest Suburban Sewer District |
| Statutory Warranty Deed | February 8, 1943 | 3290951 | George Leggett and Lucy Leggett | Frank L. Anderson |

The following affect Tax Lot 154 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|-------------------------|-----------------|----------------|---|-----------------|---------|
| Statutory Warranty Deed | October 8, 1999 | 19991008001749 | Merline J. Blakley and Merrill J. Blakley | Port of Seattle | |

| | | | | |
|-----------------|-------------------|------------|------------------------------|---|
| Quit Claim Deed | December 28, 1993 | 9312283505 | Helen C. Anderson | Douglas Anderson in trust for Merline J. Blakley |
| Quit Claim Deed | December 28, 1993 | 9312283504 | Constance Blakely | Douglas Anderson in trust for Merline J. Blakley |
| Quit Claim deed | December 28, 1993 | 9312283503 | Kathryn E. Wake | Douglas Anderson in trust for Merline J. Blakley |
| Quit Claim deed | August 20, 1993 | 9308201299 | Estate of Kathryn A. Blakley | Helen C. Anderson, Constance Blakley Ingraham, Kathryn E. Wake and Merline J. Blakley |

| | | | | |
|-----------------|--------------------|------------|--------------------------------|--|
| Quit Claim Deed | September 19, 1986 | 8609190312 | James Robbins and Faye Robbins | Merrill J. Blakley and Katherine A. Blakley |
|-----------------|--------------------|------------|--------------------------------|--|

| | | | | |
|---------------------------|----------------|---------|-----------------------------------|---------------------|
| Satisfaction of Mortgages | March 16, 1970 | 6630007 | Citizens Federal Savings and Loan | Robbins and Blakely |
|---------------------------|----------------|---------|-----------------------------------|---------------------|

| | | | | |
|----------|---------------|---------|--|-----------------------------------|
| Mortgage | July 24, 1964 | 5765778 | James J. Robbins and Faye E. Robbins and Merrill Blakley and Katherine Blakley | Citizens Federal Savings and Loan |
|----------|---------------|---------|--|-----------------------------------|

| | | | | |
|-------------------------|---------------|---------|----------------------------------|--|
| Statutory Warranty deed | July 24, 1964 | 5765777 | M.E. Madison and Anna M. Madison | James J. Robbins and Faye E. Robbins and Merrill Blakley and Katherine Blakley |
|-------------------------|---------------|---------|----------------------------------|--|

| | | | | |
|---------------------|----------------|---------|-----------------|--|
| Release of Easement | April 28, 1960 | 5155842 | City of Seattle | |
|---------------------|----------------|---------|-----------------|--|

The following affect Tax Lot 159 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|------------------------------------|-------------------|----------------|------------------|-----------------|---------|
| Rerecorded Statutory Warranty Deed | September 8, 1999 | 19990908000739 | Leola F. Robbins | Port of Seattle | |

Statutory August 27, 1999 0827000503 Leola F. Robbins Port of Seattle
Warranty 1999
Deed

Easement May 6, 1980 8005060451 Simon Robbins and Merrill Blakley
Leola Robbins

Statutory August 25, 1976 7608250515 Squire J. Kellington Simon Robbins and
Warranty 1976 and Rose Leola Robbins
deed Kellington

Real Estate July 11, 1969 6537269 Squire J. Kellington Simon Robbins and
Contract 1969 and Rose Leola Robbins
Kellington

Warranty September 24, 1967 8641800 Squire J. Kellington State of
Deed 24, 1967 and Rose Washington
Kellington

Release April 28, 1960 5155842 City of Seattle
of 1960
Easement

Real Property July 3, 1959 5052186 Squire J. Kellington Seattle First
Mortgage 1959 and Rose National Bank
Kellington

Statutory March 9, 1942 3225950 S. J. Kellington Squire J. Kellington
Quit 1942 and Rose
Claim Kellington
Deed

The following affect Tax Lots 166 and 522 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|---|-------------------|----------------|------------------|-----------------|----------------|
| Rerecorded Statutory Warranty Deed | September 8, 1999 | 19990908000739 | Leola F. Robbins | Port of Seattle | Tax Lot 166 |
| Statutory Warranty Deed | August 27, 1999 | 0827000503 | Leola F. Robbins | Port of Seattle | Tax Lot 166 |
| Statutory Warranty Deed | September 8, 1999 | 19990908000738 | Leola F. Robbins | Port of Seattle | Tax Lot 522 |

| | | | | | |
|--------------------|----------------|------------|---------------------------------------|-----------------|---------------------|
| Avigation Easement | August 7, 1992 | 9208071947 | Simon V. Robbins and Leola F. Robbins | Port of Seattle | Tax Lot 166 and 522 |
|--------------------|----------------|------------|---------------------------------------|-----------------|---------------------|

| | | | | | |
|---------------------|----------------|------------|---------------------------------------|----------------------------|-------------|
| Assignment of Rents | March 24, 1971 | 7103240283 | Simon V. Robbins and Leola F. Robbins | Greenwood Savings and Loan | Tax Lot 522 |
|---------------------|----------------|------------|---------------------------------------|----------------------------|-------------|

| | | | | | |
|-------------------|----------------|------------|-------------|---------------------------------------|-------------|
| Full Reconveyance | March 18, 1991 | 9103180109 | Ticor Title | Simon V. Robbins and Leola F. Robbins | Tax Lot 522 |
|-------------------|----------------|------------|-------------|---------------------------------------|-------------|

| | | | | | |
|---------------|----------------|------------|---------------------------------------|----------------------------|-------------|
| Deed of Trust | March 24, 1971 | 7103240282 | Simon V. Robbins and Leola F. Robbins | Greenwood Savings and Loan | Tax Lot 522 |
|---------------|----------------|------------|---------------------------------------|----------------------------|-------------|

| | | | | | |
|-------------------------|----------------|------------|-------------------------------------|---------------------------------------|----------------------|
| Statutory Warranty Deed | March 24, 1971 | 7103240281 | Byron S. Cooper and Helen G. Cooper | Simon V. Robbins and Leola F. Robbins | Tax Lots 166 and 522 |
|-------------------------|----------------|------------|-------------------------------------|---------------------------------------|----------------------|

| | | | | | |
|---------------|-----------------|---------|-------------------------------------|---------------------|----------------------|
| Warranty Deed | August 24, 1964 | 5777792 | Byron S. Cooper and Helen G. Cooper | State of Washington | Tax Lots 166 and 522 |
|---------------|-----------------|---------|-------------------------------------|---------------------|----------------------|

| | | | | | |
|---------------------|----------------|---------|-----------------|--|--|
| Release of Easement | April 28, 1960 | 5155842 | City of Seattle | | |
|---------------------|----------------|---------|-----------------|--|--|

| | | | | | |
|--|--------------|---------|-------------------------------------|------------------|----------------------|
| Seller's Assignment of Real Estate Contract and Deed | May 18, 1944 | 3388204 | Frank Grossman and Frances Grossman | Fidelity Savings | Tax Lots 166 and 522 |
|--|--------------|---------|-------------------------------------|------------------|----------------------|

| | | | | | |
|----------|----------------|---------|-------------------------------------|-------------------------------------|----------------------|
| Contract | April 19, 1944 | 3381185 | Frank Grossman and Frances Grossman | Byron S. Cooper and Helen G. Cooper | Tax Lots 166 and 522 |
|----------|----------------|---------|-------------------------------------|-------------------------------------|----------------------|

| | | | | | |
|-------------------------|--------------|---------|-------------------------------------|-------------------------------------|----------------------|
| Statutory Warranty deed | May 23, 1942 | 3242203 | George T. Pollow and Mary E. Pollow | Frank Grossman and Frances Grossman | Tax Lots 166 and 522 |
|-------------------------|--------------|---------|-------------------------------------|-------------------------------------|----------------------|

The following affect Tax Lot 512 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|--------------------------------------|-----------------------|----------------|---|---|---------|
| Statutory Warranty Deed | September 30, 1999 | 19990930000737 | Leola Fern Robbins | Port of Seattle | |
| Statutory Warranty Deed | June 26, 1968 | 6367954 | Calvin H. Russell and Karen R. Russell | Simon V. Robbins and Leola Fern Robbins | |
| Real Estate Mortgage | June 21, 1968 | 6365911 | Simon V. Robbins and Leola Fern Robbins | Greenwood Savings and Loan | |
| Satisfaction of Mortgage | February 16, 1968 | 6305507 | Greenwood Savings and Loan | Calvin H. Russell and Karen R. Russell | |
| Real Estate Contract | August 22, 1967 | 6222384 | Calvin H. Russell and Karen R. Russell | Simon V. Robbins and Leola Fern Robbins | |
| Partial Release of Mortgage | May 8, 1967 | 6172586 | Greenwood Savings and Loan | Calvin H. Russell and Karen R. Russell | |
| Warranty Deed | May 8, 1967 | 6172585 | Calvin H. Russell and Karen R. Russell | State of Washington | |
| Statutory Warranty Deed | March 2, 1967 | 6144926 | Greenwood Savings and Loan | Calvin H. Russell and Karen R. Russell | |
| Real Estate Mortgage | March 1, 1967 | 6144309 | Calvin H. Russell and Karen R. Russell | Greenwood Savings and Loan | |
| Deed | August 4, 1966 | 6064231 | Jack D. Porter, Sheriff | Greenwood Savings and Loan | |
| Quit Claim Deed | May 11, 1964 | 5734108 | Wescade Corporation | North West Bank | |
| Statutory Warranty | November 29, 1963 | 5670233 | Euphemia Cummings | Wescade Corporation | |

Deed

Mortgage January 31, 1951 4107442 William Cummings and Euthemia Cummings Pacific First Federal Savings and Loan

The following affect Tax Lot 168 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|---------------------------|-------------------|----------------|--|--|---------|
| Statutory Warranty Deed | October 20, 1999 | 19991020000879 | Kevin C. McCamish and Teresa K. McCamish | Port of Seattle | |
| Deed of Full Reconveyance | March 1, 2000 | 20000301000397 | Regional Trustee Services | Kevin C. McCamish and Teresa K. McCamish | |
| Deed of Trust | October 15, 1998 | 9810152312 | Kevin C. McCamish and Teresa K. McCamish | Boeing Employees Credit Union | |
| Deed of Full Reconveyance | November 30, 1999 | 19991130000479 | Regional Trustee Services | Kevin C. McCamish and Teresa K. McCamish | |
| Deed of Trust | June 10, 1992 | 9206100692 | Kevin C. McCamish and Teresa K. McCamish | Seattle Mortgage | |
| Deed of Full Reconveyance | November 23, 1992 | 9211232482 | Transamerica Title | Kevin C. McCamish and Teresa K. McCamish | |
| Deed of Trust | January 20, 1989 | 8901200320 | Kevin C. McCamish and Teresa K. McCamish | Seattle Mortgage | |
| Statutory Warranty Deed | December 20, 1989 | 8901200319 | Margaret McCamish | Kevin C. McCamish and Teresa K. McCamish | |
| Satisfaction of Mortgage | February 16, 1968 | 6305507 | Greenwood Savings and LOan | Calvin Russell and Karen Russell | |
| Deed | January 30, 1968 | 6297672 | Calvin H. Russell and Karen R. | Kevin C. McCamish and Teresa K. | |

Russell

McCamish

| | | | | |
|-----------------------------|-------------------|---------|--|--|
| Partial Release of Mortgage | May 8, 1967 | 9172586 | Greenwood Savings and Loan | Calvin H. Russell and Karen R. Russell |
| Warranty Deed | May 8, 1967 | 6172585 | Calvin H. Russell and Karen R. Russell | State of Washington |
| Statutory Warranty deed | March 2, 1967 | 6144926 | Greenwood Savings and Loan | Calvin H. Russell and Karen R. Russell |
| Real Estate Mortgage Deed | March 1, 1967 | 6144309 | Calvin H. Russell and Karen R. Russell | Greenwood Savings and Loan |
| Deed | August 4, 1966 | 6064231 | Jack D. Porter, Sheriff | Greenwood Savings and Loan |
| Quit Claim Deed | May 11, 1964 | 5734108 | Wescade Corporation | North West Bank |
| Statutory Warranty deed | November 29, 1963 | 5670233 | Euphemia Cummings | Wescade Corporation |
| Mortgage | January 31, 1951 | 4104772 | William Cummings and Euthenia Cummings | Pacific First Federal Savings |

The following affect Tax Lot 312 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|-------------------------|------------------|----------------|---------------------------|------------------|---------|
| Statutory Warranty Deed | December 7, 1999 | 19991207001596 | Ying Vang and Va Her Vang | Port of Seattle | |
| Full | February | 20000204001483 | Assist, Inc. | Ying Vang and Va | |

| | | | |
|--------------------------------|-----------------------|------------|--|
| Reconveyance | 4, 2000 | | Her Vang |
| Assignment of Deed of Trust | September 23, 1992 | 9209230874 | Normandy Mortgage Colonial Mortgage |
| Deed of Trust | September 23, 1992 | 9209230873 | Ying Vang and Va Her Vang Normandy Mortgage |
| Statutory Warranty Deed | September 23, 1992 | 9209230872 | Tommy A. Okura Ying Vang and Va Her Vang |
| Statutory Warranty Deed | March 13, 1992 | 9203131748 | Gino A. La Piana and Cynthia B. La Piana Tommy A. Okura |
| Full Reconveyance | July 2, 1992 | 9207020643 | Benevest Services, Inc. Gino A. La Piana and Cynthia B. La Piana |
| Deed of Trust | December 23, 1991 | 9112231008 | Gino A. La Piana and Cynthia B. La Piana Beneficial Industrial Loan Company |
| Statutory Warranty Deed | January 9, 1990 | 9001091620 | Donald P. Revolinski and Mary Revolinski Gino A. La Piana and Cynthia B. La Piana |
| Full Reconveyance | May 6, 1994 | 9405060494 | Washington Mutual Gino A. La Piana and Cynthia B. La Piana |

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|--|----------------------|------------|--|-----------------------------------|---------|
| Appointment of Successor Trustee | May 6, 1994 | 9405060493 | Washington Mutual | Washington Mutual Savings Bank | |
| Assignment of Deed of Trust | March 14, 1986 | 8603140636 | People Mortgage | Vancouver Federal Savings | |
| Deed of Trust | February 24, 1986 | 8602240123 | Donald P. Revolinski and Mary Revolinski | Peoples National Bank | |
| Full Reconveyance | June 3, 1986 | 8606030126 | Chicago Title | Burien Mortgage | |
| Assignment of Deed of Trust | January 15, 1980 | 8001151026 | Pacific West Mortgage | United First Mortgage | |

| | | | | |
|-----------------------------------|-----------------------|------------|--|--|
| Assignment of Deed of Trust | December 6, 1979 | 7912060424 | Burien Mortgage | Pacific West Mortgage |
| Deed of Trust | December 6, 1979 | 7912060060 | Donald P. Revolinski and Mary Revolinski | Burien Mortgage |
| Statutory Warranty Deed | December 12, 1979 | 7912120702 | Robert D. Browning and Paula Browning | Donald P. Revolinski and Mary Revolinski |
| Full Reconveyance | April 18, 1986 | 8604180043 | First American Title | Robert D. Browning |
| Deed of Trust | November 14, 1975 | 7511140020 | Robert D. Browning | Security Pacific Mortgage |
| Full Reconveyance | April 18, 1986 | 8604180043 | First American Title | Robert D. Browning |
| Deed of Trust | October 16, 1975 | 7510160033 | Robert D. Browning | Security Pacific Mortgage |
| Statutory Warranty Deed | October 16, 1975 | 7510160032 | Larry R. Hudson and Melanie L. Hudson | Robert D. Browning |
| Release of Mortgage | January 5, 1977 | 7701050242 | Old National Bank | Larry R. Hudson and Melanie L. Hudson |
| Mortgage | September 18, 1974 | 7409180199 | Larry R. Hudson and Melanie L. Hudson | Guaranty national Bank |
| Statutory Warranty Deed | November 30, 1968 | 6434561 | Greenwood Savings and Loan | H. I. Laurie and Mary Laurie |
| Assignment of Deed of Trust | November 14, 1968 | 6433857 | Olympic Mortgage | College Point Savings Bank |
| Statutory Warranty Deed | October 30, 1968 | 6427567 | H. I. Laurie and Mary Laurie | Larry R. Hudson and Melanie L. Hudson |
| Deed and | October | 6367171 | Ernest C. Robins | H. I. Laurie and |

Purchaser's 18, 1968 and Virginia RobinsMary Laurie
Assignment
of Real
Estate
Contract

Warranty January 6127196Greenwood State of
Deed 11, 1967 Savings and Loan Washington

Deed April 4, 6017990Jack D. Porter, Greenwood
1966 Sheriff Savings and Loan

Quit May 11, 5734110Wescade North West Bank
Claim 1964 Corporation
Deed

Statutory November5670232Earl W. Senn and Wescade
Warranty 29, 1963 Eileen Senn Corporation
Deed

MortgageNovember5668967Wescade Greenwood
26, 1963 Corporation Savings and Loan

MortgageDecember4195760Earl W. Senn and The National Bank
20, 1951 Eileen W. Senn of commerce

The following affect Tax Lots 429, 485 and 419 of the Key Map

Statutory June 8, 20010608001897Steven J. Turner Port of Seattle
Warranty 2001 and Elisa M.
Deed Turner

Easement June 8, 20010608001896Anthony Genzale
Termination 2001 as Trustee

Partial October20001031001141David T. Vistaunet
Release of 31,
Easement and2000
Quit Claim
Deed

Release of May 9505150437 Robert A. Nichols Ronald P. Erickson
Judgement 15,
Lien 1995

Full May 9805271103 First American TitleSteven J. Turner,
Reconveyance27, et al
1998

| | | | | |
|---|-------------------|------------|--|--|
| Resignation and Appointment of Successor Trustee | May 27, 1998 | 9805271102 | Puget Sound Investment | Transamerica Title |
| Assignment of Deed of Trust | October 24, 1995 | 9510240754 | Westlake Associates | Puget Sound Investments |
| Deed of Trust | May 11, 1995 | 9505110534 | Steven J. Turner and Elisa M. Turner and Timothy M. Turner and Susan L. Turner | Westlake Associates |
| Amendment to Amendment, Assignment and Assumption Agreement | February 12, 1997 | 9702120830 | Steven J. Turner and Elisa M. Turner and Timothy M. Turner and Susan L. Turner | David K. S. Fung |
| Amendment, Assignment and Assumption Agreement | May 11, 1995 | 9505110533 | Steven J. Turner and Elisa M. Turner and Timothy M. Turner and Susan L. Turner | David K. S. Fund, Sing Ling P. Fung and Intel Investment, Inc. |
| Statutory Warranty Deed | May 11, 1995 | 9505110532 | Ronald P. Erickson and Katheryn Erickson | Steven J. Turner and Elisa M. Turner and Timothy M. Turner and Susan L. Turner |
| Release of Lien of Use Tax | March 2, 1994 | 9403020618 | State of Washington | Ronald P. Erickson |
| Full Reconveyance | July 26, 1995 | 9507261315 | Rainier Credit Co. | Ronald P. Erickson and Katheryn Erickson |
| Deed of Trust | November 3, 1993 | 9311031239 | Ronald P. Erickson and Katheryn Erickson | Rainier Credit Co |

| | | | | |
|--|------------------------|----------------|--|---|
| Notice of Use Tax Lien | May 13, 1993 | 9305132210 | State of Washington | Ronald P. Erickson |
| Lease Termination | January 11, 2001 | 20010111001511 | Puget Sound Energy | Red Apple Markets |
| Lease Agreement | October 14, 1992 | 9210140920 | Red Apple Markets Washington Natural Gas | |
| Notice of Satisfaction | October 6, 1992 | 9210060303 | Ronald P. Erickson King County Environmental Division | |
| Full Reconveyance | May 18, 1995 | 9505180083 | Stewart Title | Ronald P. Erickson and Katheryn Erickson |
| Deed of Trust | April 3, 1992 | 9204030464 | Ronald P. Erickson | The Commerce Bank of Washington |
| Notice of King County Code Violation | December 10, 1991 | 9112100367 | King County Environmental Division | Ronald P. Erickson |
| Full Reconveyance | May 23, 1995 | 9505231641 | Chicago Title | Ronald P. Erickson and Katheryn Hall Erickson |
| Deed of Trust | July 24, 1991 | 9107241050 | Ronald P. Erickson and Katheryn Hall Erickson | Gregory Potter and Meredith Potter |
| Statutory Warranty Deed | February 27, 1991 | 9102271368 | David K.S. Fung and Sing Ling P. Fung | Ronald P. Erickson |
| Deed of Full Reconveyance | January 12, 2007 | 20070112001908 | LPSL Corporate Services | Ronald P. Erickson and Katheryn Hall Erickson |
| Resignation and Appointment of Successor | February 24, 1995 | 9502241383 | Stewart Title | LPSL Corporate Services |

Trustee

| | | | | |
|--------------------------------|------------------|------------|---|---|
| Deed of Trust | January 3, 1991 | 9101030885 | Ronald P. Erickson and Katheryn Hall Erickson | David K.S. Fung and Sing Ling P. Fung and Intel Investments, Inc. |
| Statutory Warranty deed | January 3, 1991 | 9101030884 | David K.S. Fung and Sing Ling P. Fung | Ronald P. Erickson |
| Lease | January 3, 1991 | 9101030883 | David K.S. Fung and Sing Ling P. Fung | Intel Investments, Inc. |
| Personal Representative's Deed | April 13, 1990 | 9004130554 | Anthony Genzale | Anthony Genzale, Trustee |
| Full Reconveyance | August 8, 1995 | 9508080400 | Chicago Title | David K.S. Fung and Sing Ling P. Fung |
| Assignment of Deed of Trust | August 8, 1991 | 9105051370 | Seattle First | Children's Orthopedic Hospital |
| Assignment of Deed of Trust | August 5, 1991 | 9108051368 | Seattle First | Fred Hutchinson Cancer Research Center |
| Assignment of Deed of Trust | January 17, 1991 | 9101170916 | Seattle First | Janet Cole |
| Deed of Trust | August 6, 1981 | 8108060022 | David K.S. Fung and Sing Ling P. Fung | Olympic Bowl, Inc. |
| Statutory Warranty Deed | August 6, 1981 | 8108060021 | Olympic Bowl, Inc. | David K.S. Fung and Sing Ling P. Fung |
| Mortgage | March 15, 1973 | 7303150130 | Olympic Bowl, Inc. | Ben A. Arnold and Grace G. Arnold |
| Statutory Warranty Deed | March 15, 1973 | 7303150129 | Ben A. Arnold and Grace G. Arnold | Olympic Bowl, Inc. |

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|---------------------------------|-------------------|------------|--|--|
| Temporary Construction Easement | January 21, 1972 | 7201210337 | Olympic Bowl, Inc. | Southwest Suburban Sewer District |
| Temporary Construction Easement | May 31, 1972 | 7205310607 | Stafac, Inc. | Southwest Suburban Sewer District |
| Temporary Construction Easement | January 21, 1972 | 7201210338 | Antonio Genzale and Antoinette Genzale | Southwest Suburban Sewer District |
| Quit Claim Deed | October 8, 1968 | 6417430 | BFC Building | Olympic Bowl, Inc. Tax Lot 419 |
| Assignment of Mortgage | February 21, 1966 | 5991484 | Antonio Genzale | Seattle Trust & Savings Bank Tax Lot 419 |
| Statutory Warranty Deed | February 11, 1964 | 5697513 | Antonio Genzale and Antoinette Genzale | Ben Arnold and Grace Arnold Tax Lot 419 |
| Real Estate Contract | January 24, 1963 | 5535517 | Antonio Genzale and Antoinette Genzale | Ben Arnold and Grace Arnold Tax Lot 429 and 485 |
| Statutory Warranty Deed | November 28, 1962 | 5511998 | Tenth Church of Christ Scientist | Antonio Genzale and Antoinette Genzale Tax Lot 429 |
| Mortgage | November 27, 1962 | 5511325 | Antonio Genzale and Antoinette Genzale | Seattle Trust and Savings Bank Tax Lot 429 |
| Satisfaction of Mortgage | October 26, 1959 | 5095543 | Highline Savings and Loan | Antonio Genzale and Antoinette Genzale Tax Lot 419 and 485 |
| Mortgage | October 19, 1959 | 5092931 | Antonio Genzale and Antoinette Genzale | Highline Savings and Loan Tax Lot 419 |
| Collateral Assignment of Lease | July 14, 1959 | 5055927 | BFC Building | Seattle Mortgage Tax Lot 419 |

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|--------------------------|-------------------|---|--|---------------------|
| Lease | July 14, 1959 | 5055926BFC Bulding | Olympic Bowl, Inc. | Tax Lot 419 |
| Satisfaction of Mortgage | June 12, 1959 | 5043733Baugh Construction | BFC Building | Tax Lot 419 |
| Subordination Agreement | June 8, 1959 | 5041075BFC Building | Baugh Construction | Tax Lot 419 |
| Mortgage | April 28, 1959 | 5025284Antonio Genzale and Antoinette Genzale | The Baugh Company | Tax Lot 419 |
| Agreement | October 15, 1958 | 4954563Antonio Genzale and Antoinette Genzale | BFC Building | Tax Lot 419 |
| Mortgage | August 5, 1958 | 4929150BFC Building | Antonio Genzale | Tax Lot 419 |
| Mortgage | August 5, 1958 | 4929149BFC Building | Baugh Construction | Tax Lot 419 |
| Mortgage | June 26, 1958 | 4915587BFC Building | Antonio Genzale | Tax Lot 419 |
| Warranty Deed | June 26, 1958 | 4915586Antonio Genzale and Antoinette Genzale | BFC Building | Tax Lot 419 |
| Mortgage | January 17, 1958 | 4866418Antonio Genzale and Antoinette Genzale | Highline Savings and Loan | Tax ot 419 and 485 |
| Satisfaction of Mortgage | March 21, 1957 | 4781300Seattle Trust and Savings | Antonio Genzale and Antoinette Genzale | Tax Lot 419 and 485 |
| Mortgage | January 26, 1956 | 4658141Antonio Genzale and Antoinette Genzale | Seattle Trust and Savings | Tax Lot 419 |
| Quit Claim Deed | Decembe 28, 1955 | 4649740Frank Genzale and Angela Genzale | Antonio Genzale and Antoinette Genzale | Tax Lot 419 |
| Quit Claim Deed | December 28, 1955 | 4649739Frank Genzale and Angela Genzale | Antonio Genzale and Antoinette | Tax Lot 419 |

Genzale

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|-------------------------------|--------------------|---------|--|--|----------------------------|
| Mortgage | May 2, 1952 | 4232600 | Tony Genzale and Antoinnette Genzale | Seattle Trust and Savings | Tax Lots 419 and 485 |
| Deed | March 27, 1946 | 3553195 | Perry West and Hortenses West | Frank Genzale and Angelina Genzale | Tax Lot 419 |
| Statutory Warranty deed | January 4, 1946 | 3529177 | Anthony Varacalli and Lina Varacalli | Tony Genzale and Antoinnette Genzale | Tax Lots 419 and 485 |
| Statutory Warranty Deed | May 24, 1943 | 3311405 | Kathyrn F. Peters | Anthony Varacalli and Lina Varacalli | Tax Lots 419 and 485 |
| Deed | March 12, 1942 | 3226655 | Nan Conniff and Martin Conniff | Perry West and Hortenses West | Tax Lot 419 |
| Contract | August 12, 1941 | 3183805 | Kathryn Peters | Anthony Varacalli and Lina Varacalli | Tax Lot 419 and 485 |

The following affect Tax Lot 132 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | FRANTEE | REMARKS |
|---|-----------------------|----------------|--|-----------------------------|---------|
| Statutory Warranty Deed | October 31, 2000 | 20001031001142 | David T. Vistaunet | Port of Seattle | |
| Partial Release of Easement and Quit Claim Deed | October 31, 2000 | 20001031001141 | Steven J. Turner and Timothy M. Turner | David T. Vistaunet | |
| Quit Claim Deed | February 5, 1998 | 9802051316 | Chris A. Vistaunet | David T. Vistaunet | |
| UCC-5 Change Form/Termination | September 12, 2000 | 20000912001054 | Vistaunet Shopping Center | Associated Grocers, Inc. | |
| UCC-5 Change Form/Continuation | January 22, 1998 | 9801220142 | Vistaunet Shopping Center | Associated Grocers, Inc. | |
| UCC-2 | March 31, 1993 | 9303311647 | Vistaunet Shopping Center | Associated Grocers, Inc. | |
| UCC-3 Termination | July 25, 1996 | 9607251197 | Vistaunet Shopping Center | Key Bank of Washington | |

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|--------------------------------|---------------------|---|---|
| UCC-3 Continuation | March 7, 1996 | 9603071413Vistaunet Shopping Center | Puget Sound National Bank |
| Financing Statement | July 30, 1991 | 9107301583Vistaunet Shopping Center | Puget Sound National Bank |
| Full Reconveyance | June 30, 1992 | 9206303062Northwestern Title Company | David T. Vistaunet and Christ A. Vistaunet |
| Deed of Trust | June 5, 1987 | 8706050088 | David T. Vistaunet and Christ A. Vistaunet Puget Sound National Bank |
| Full Reconveyance | June 23, 2000 | 20000623001187Old Republic Title | David T. Vistaunet and Christ A. Vistaunet |
| Assignment of Deed of Trust | April 13, 1990 | 9004130550 | Estae of Antonio Genzale Anthony Genzale Trustee |
| Deed of Trust | October 1, 1986 | 8610010869 | David T. Vistaunet and Christ A. Vistaunet Antonio Genzale and Antonniette Genzale |
| Statutory Warranty Deed | October 1, 1986 | 8610010868 | Antonio Genzale and Antonniette Genzale David T. Vistaunet and Christ A. Vistaunet |
| Easement | January 21, 1972 | 7201210336Antonio Genzale and Antonniette Genzale | Southwest Suburban Sewer District |
| Satisfaction of Mortgage | August 17, 1964 | 5774500 | Highline Savings and Loan Antonio Genzale and Antonniette Genzale |
| Satisfaction of Mortgage | August 21, 1961 | 5319885 | Jack Brown and Chestine Brown Antonio Genzale and Antonniette Genzale |
| Satisfaction of Mortgage | August 21, 1961 | 5319884 | A.H. Cohan Co. Antonio Genzale and Antonniette Genzale |
| Mortgage | February 9, 1960 | 5129722 | Antonio Genzale and Antonniette A.H. Cohan Co. |

Genzale

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|--------------------------------|------------------------|--|---|
| Assignment of Mortgage | January 29, 1960 | 5126154 Seattle Mortgage | Tacoma Savings and Loan |
| Satisfaction of Mortgage | January 28, 1960 | 5125733 The Baugh Company | Antonio Genzale and Antonniette Genzale |
| Mortgage | July 10, 1959 | 5054400 Antonio Genzale and Antonniette Genzale | Seattle Mortgage |
| Satisfaction of Mortgage | April 27, 1959 | 5024510 Donald Cohan and Jeanne Cohan | Antonio Genzale and Antonniette Genzale |
| Mortgage | October 19, 1959 | 5092931 Antonio Genzale and Antonniette Genzale | Highline Savings and Loan |
| Mortgage | June 26, 1958 | 4915588 Antonio Genzale and Antonniette Genzale | Donald Cohan and Jack Brown |
| Mortgage | January 26, 1956 | 4658141 Antonio Genzale and Antonniette Genzale | Seattle Trust and Savings |
| Quit Claim Deed | January 28, 1955 | 4649740 Frank Genzale and Angela Genzale | Antonio Genzale and Antonniette Genzale |
| Quit Claim Deed | January 28, 1955 | 4649739 Frank Genzale and Angela Genzale | Antonio Genzale and Antonniette Genzale |
| Deed | December 27, 1946 | 3553195 Perry West and Hortenses West | Frank Genzale and Angeline Genzale |
| Deed | March 9, 1942 | 3226655 Nan Conniff and Martin Coniff | Perry West and Hortenses West |

The following affect Tax Lots 94 and 201 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|------|-------|----------|---------|---------|---------|
|------|-------|----------|---------|---------|---------|

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|--------------------------------------|----------------------|----------------|--|--|
| Statutory Warranty deed | August 14, 2001 | 20010814002952 | Anthony Genzale, as trustee | Port of Seattle |
| Personal Representative's Deed | April 13, 1990 | 9004130554 | Anthony Genzale as PR | Anthony Genzale as Trustee |
| Mortgage | June 9, 1964 | 5745662 | Antonio Genzale and Antoinette Genzale | Highline Savings and Loan |
| Warranty Deed | August 18, 1961 | 5319264 | Antonio Genzale and Antoinette Genzale | Shell Oil Company |
| Quit Claim deed | December 28, 1955 | 4649739 | Frank Genzale and Angela Genzale | Antonio Genzale and Antoinette Genzale |

The following affect Tax Lot 464 of the Key Map

CHAIN SHEET

| INST | REC'D | FILE NO. | GRANTOR | GRANTEE | REMARKS |
|--|-----------------------|----------------|--|--|---------|
| Statutory Warranty Deed | July 3, 2001 | 20010703001533 | Charles W. Winter, Jr. and Michelle Winter | Port of Seattle | |
| Statutory Warranty Fulfillment Deed | July 3, 2001 | 20010703000606 | Charles W. Winter, Sr. and Susan A. Winter | Charles W. Winter, Jr. and Michelle Winter | |
| Full Reconveyance | September 17, 2001 | 20010917000461 | Pioneer Title Company | Charles W. Winter, Jr. and Michelle Winter | |
| Deed of Trust | October 23, 2000 | 20001023000934 | Charles W. Winter, Jr. and Michelle Winter | Thunderbird Lubirications | |
| Full Reconveyance | July 16, 2002 | 20020716001449 | Pacific Northwest Title | Charles W. Winter, Jr. and Michelle Winter | |
| Appointment of Successor Trustee | July 16, 2002 | 20020716001448 | First Sierra Financial | Pacific Northwest Title | |
| Subordination Agreement | December 31, 1998 | 9812310598 | Charles W. Winter, Sr. and Susan Winter | First Sierra Financial | |

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|----------------------------------|--------------------|----------------|---|--|
| Deed of Trust | December 31, 1998 | 9812310597 | Charles W. Winter, First Sierra Jr. and Michelle Winter | Financial |
| Subordination Agreement | December 31, 1998 | 9812310598 | Charles W. Winter, First Sierra Sr. and Susan A. Winter | Financial |
| Subordination Agreement | July 2, 1998 | 9807020897 | Charles W. Winter, First Sierra Sr. and Susan A. Winter | Financial |
| Full Reconveyance | July 16, 2002 | 20020716001447 | Pacific Northwest Title | Charles W. Winter, Jr. and Michelle Winter |
| Appointment of Successor Trustee | July 16, 2002 | 20020716001446 | First Sierra Financial | Pacific Northwest Title |
| Deed of Trust | July 2, 1998 | 9807020896 | Charles W. Winter, Jr. and Michelle Winter | First Sierra Financial |
| Real Estate Contract | March 4, 1996 | 9603041010 | Charles W. Winter, Sr. and Susan A. Winter | Charles W. Winter, Jr. and Michelle Winter |
| Full Reconveyance | April 7, 1988 | 8804070448 | Ticor Title | Charles W. Winter |
| Deed of Trust | September 19, 1983 | 8309190220 | Charles W. Winter | Seattle First National Bank |
| Limited Warranty Deed | January 24, 1978 | 7801240500 | Stafac, Inc. | Shell Oil Co. |
| Full Reconveyance | April 7, 1988 | 8804070433 | Ticor Title | Charles W. Winter dba Charley's Shell |
| Deed of Trust | January 23, 1978 | 7801230856 | Charles W. Winter dba Charley's Shell | Seattle First National Bank |
| Limited Warranty Deed | January 23, 1978 | 7801230830 | Shell Oil Co. | Charles W. Winter, Sr. and Susan A. Winter |

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|------------------------|-----------------------|---------|-------------------------------------|--|
| Memorandum of Lease | September 10, 1963 | 5635274 | Stafac Inc. | Shell Oil Company |
| Warranty Deed | September 10, 1963 | 5635273 | Shell Oil Company | Stafac Inc. |
| Assignment | September 10, 1963 | 5635351 | Stafac Inc. | Bankers Trust Company |
| Quit Claim Deed | December 28, 1955 | 4649739 | Frank Genzale and Angela Genzale | Antonio Genzale and Antoinette Genzale |
| Lease | June 15, 1949 | 3910505 | Frank Genzale | Tony Genzale |

Exhibit "A"

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

The southwest quarter of the northeast quarter of Section 20, Township 23, Range 4 E.W.M., in King County, Washington;

Except 8th Avenue South;

Except Des Moines Memorial Drive;

Except South 152nd Street;

Except that portion lying within the State Route 518 right of way and State Route 518 interchange;

Except that part of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, lying north of the north line of State Route 518 and west of a line described as follows:

Beginning at a point on the north line of the southwest quarter of the northeast quarter of said Section 20, 797.92 feet west of the westerly margin of Des Moines Memorial Way;
thence due south to the northerly line of State Route 518 and the terminus of said line;

And Except that part of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, Willamette Meridian, in King County, Washington, described as follows:

Beginning at the intersection of the northwesterly line of Des Moines Way South, being 30.00 feet northwesterly of when measured at right angles to the centerline thereof, and the north line of the south 440.00 feet of said southwest quarter of the northeast quarter;

thence northeasterly along said northwesterly line to a point opposite Highway Engineer's Station (hereinafter referred to as HES) 240+75 on the Des Moines Way Line Survey of SR 518, Riverton Heights: SR 509 to SR 5, and 30.00 feet northwesterly therefrom;

thence northeasterly to a point opposite HES 242+25 on said Des Moines Way Line Survey and 50 feet northwesterly therefrom;

thence northeasterly parallel with said Des Moines Way Line Survey to a point on a line drawn parallel with and 125 feet southerly, when measured at right angles, from the SR 518 Line Survey of said highway;

thence southwesterly along said parallel line to a point opposite HES 44+50 thereon;

thence northwesterly to a point opposite HES 43+50 on said SR 518 Line Survey and 100 feet southeasterly therefrom;

thence southwesterly parallel with said SR 518 Line Survey to a point opposite HES 40+50 thereon;

thence southwesterly to a point opposite HES 39+00 on said SR 518 Line Survey and 125 feet southeasterly therefrom;

thence southwesterly parallel with said SR 518 Line Survey to a point on the east line of 8th Avenue South;

thence southerly along said east line to the north line of the southwest quarter of said southwest quarter of the northeast quarter;

thence easterly along said north line to the east line of the west quarter of said southwest quarter of the northeast quarter;

thence southerly along said east line to the north line of the south 521.5 feet of said southeast quarter of the northeast quarter;

thence easterly along said north line, a distance of 5.99 feet to the east line of the west 330.00 feet of said southwest quarter of the northeast quarter;

thence southerly along said east line of the west 330.00 feet of said southwest quarter of the northeast quarter to an intersection with the north line of the south 440.00 feet of said subdivision;
thence easterly along said north line to the point of beginning;

And except the east 70.00 feet of the north 110.00 feet of the west half of the southwest quarter of the southwest quarter of the northeast quarter of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, and the north 20.00 feet of that portion of the west half of the southwest quarter of the southwest quarter of the northeast quarter of said Section, lying west of the west line of the east 70.00 feet of said subdivision;

Tax Parcel Number: 202304-9281-06

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurance are provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
 - (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
 - (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
 - (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
 - (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
 - (c) The identity of any party shown or referred to in this Guarantee.
 - (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in this Guarantee, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in this Guarantee, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records" : records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay

any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the Loss or Damage. All information designated as confidential by the Assured 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 Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

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

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim Assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The Liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in this Guarantee;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage Assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance Assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter Assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any 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 therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 2 First American Way, Bldg. 2, Santa Ana, CA. 92707.

Form No. 1282 (Rev. 12/15/95)

RETURN ADDRESS.
SUSAN DELANTY JONES
PRESTON GATES & ELLIS LLP
701 FIFTH AVENUE, SUITE 5000
SEATTLE, WA 98104



20000927000635

PRESTON GATES J 14.00
PAGE 001 OF 007
09/27/2000 12:28
KING COUNTY, WA

Please print neatly or type information

Document Title(s)

CONSENT JUDGMENT AND DECREE OF APPROPRIATION

Reference Number(s) of related documents

Additional Reference #'s on page ____

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

JAMES W WILCHER and VIRGINIA WILCHER

Additional Grantors on page ____

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

PORT OF SEATTLE

Additional Grantees on page ____

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

Lot 1, Loralake, according to the plat thereof recorded in volume 57 of Plats, page 24, in King County, Washington

TOGETHER WITH an undivided 1/11th interest in Tract A of said plat

Additional Legal on page ____

Assessor's Property Tax Parcel/Account Number

440140-0005-04

Additional parcel #'s on page ____

2000 092 7000635

EXPO1

The Honorable Jay V White

FILED

00 SEP 25 PM 2:27

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

**CERTIFIED
COPY**

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

PORT OF SEATTLE,

Petitioner,

No 99-2-10267-3 KNT

v

CONSENT JUDGMENT AND DECREE
OF APPROPRIATION

JAMES W WILCHER and VIRGINIA
WILCHER, husband and wife, and KING
COUNTY,

(CLERK'S ACTION REQUIRED)

Defendants

2000 092 7000635

| | | |
|---|---------------------------|--|
| 1 | Judgment Creditors | James W Wilcher and Virginia Wilcher |
| 2 | Judgment Debtor | Port of Seattle |
| 3 | Principal Judgment Amount | \$328,500 00 |
| 4 | Attorney Fees | Each party to bear its own attorneys' fees |
| 5 | Costs | Each party to bear its own costs |
| 6 | Expert Fees | Each party to bear its own expert fees |
| 7 | Prejudgment Interest | None |
| 8 | Postjudgment Interest | None The Port has deposited the amount of the judgment into the registry of the Court on or before the date of this judgment |

JUDGMENT AND DECREE

THIS MATTER came before this Court upon the Stipulation of the Parties upon the Petition of the Port of Seattle, a municipal corporation and Port District within the State of Washington ("Port"), seeking

- (1) a determination of just compensation to be paid in money to the owners and all other persons interested in the subject property for the taking and

CONSENT JUDGMENT AND DECREE
OF APPROPRIATION - 1
K122247100109\BFBF_P212P

ORIGINAL

PRESTON GATES & ELLIS LLP
701 FIFTH AVENUE
SUITE 5000
SEATTLE, WASHINGTON 98104 7078
TELEPHONE (206) 623 7580
FACSIMILE (206) 623 7022

2000 092 7000635

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appropriation of the subject property,

- (2) a judgment and decree of the Court providing for payment of the just compensation so determined, and
- (3) a decree of appropriation vesting title to the subject property in the Port of Seattle and adjudging that the Port of Seattle be entitled to possession thereof in accordance with the Settlement Agreement between the Port and Defendants James W Wilcher and Virginia Wilcher dated August 29, 2000 and September 12, 2000

The Court previously entered its adjudication of public use and necessity declaring that the use for which the subject property, as described in the petition, is sought to be appropriated is a public use, and declaring that there is a public necessity for such appropriation. The Port was represented by Susan Delanty Jones of Preston Gates & Ellis LLP, its attorneys, the defendants James W and Virginia Wilcher were represented by John T Hurley and by S Michael Rodgers of Rodgers Deutsch & Turner, and defendant King County was represented by Margaret A Pahl of the King County Prosecuting Attorney's Office. The parties stipulated to and approved the form of this Consent Judgment.

NOW, THEREFORE, in accordance with the parties' stipulation and agreement, it is hereby ORDERED, ADJUDGED AND DECREED that the sum of \$327,500.00 represents the just compensation amount for the property, plus \$1,000.00 for other compensation, pursuant to a settlement agreement between the Port of Seattle and defendants James W Wilcher and Virginia Wilcher. Petitioner, Port of Seattle, is hereby granted the right to appropriate, use and take the property hereinafter described:

Lot 1, Loralake, according to the plat thereof recorded in volume 57 of Plats, page 24, in King County, Washington

TOGETHER WITH an undivided 1/11th interest in Tract A of said plat

CONSENT JUDGMENT AND DECREE
OF APPROPRIATION - 2
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PRESTON GATES & ELLIS LLP
701 FIFTH AVENUE
SUITE 5000
SEATTLE, WASHINGTON 98104-7078
TELEPHONE (206) 623 7580
FACSIMILE (206) 623 7022

1 All of the right, title and interest of the defendants James W Wilcher and Virginia Wilcher in
2 and to the above-described property shall be vested in the Port of Seattle in fee simple absolute upon
3 payment of the amount of \$328,500 00, of which \$327,500 00 represents the fair market value of the
4 property A certified copy of this Judgment, Decree, and Order shall be filed in the Office of the
5 King County Auditor and shall be recorded by such Auditor like a deed of real estate with like
6 effect


7 **The Clerk shall not dismiss this case until further notice.**

8 DATED this _____ day of SEP 25, 2000.

9
10 MARYLYN R S SELLERS
COURT COMMISSIONER

11 
JUDGE/COURT COMMISSIONER

12 Presented by Jennifer Paul
Paralegal # PMAL04
13 PRESTON GATES & ELLIS LLP

14 By 
15 Susan Delanty Jones, WSBA # 09529
Bart J Freedman, WSBA # 14157
16 Attorneys for Petitioner

17 Approved as to Form

18 RODGERS DEUTSCH & TURNER

19 By see attached
20 S Michael Rodgers, WSBA # 3508
21 Co-Counsel for Defendants Wilcher

22 LAW OFFICE OF JOHN T. HURLEY

23 By see attached
24 John T Hurley, WSBA # 809
25 Co-Counsel for Defendants Wilcher

26
CONSENT JUDGMENT AND DECREE
OF APPROPRIATION - 3
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PRESTON GATES & ELLIS LLP
701 FIFTH AVENUE
SUITE 5000
SEATTLE, WASHINGTON 98104-7078
TELEPHONE (206) 623 7580
FACSIMILE (206) 623 7022

2000 092 7000635

1 All of the right, title and interest of the defendants James W. Wilcher and Virginia Wilcher in
2 and to the above-described property shall be vested in the Port of Seattle in fee simple absolute upon
3 payment of the amount of \$328,500.00, of which \$327,500.00 represents the fair market value of the
4 property. A certified copy of this Judgment, Decree, and Order shall be filed in the Office of the
5 King County Auditor and shall be recorded by such Auditor like a deed of real estate with like
6 effect.

7 The Clerk shall not dismiss this case until further notice.

8 DATED this _____ day of _____, 2000.

11 JUDGE/COURT COMMISSIONER

12 Presented by:

13 PRESTON GATES & ELLIS LLP

14 By

Susan Delanty Jones
Susan Delanty Jones, WSBA # 195529
Bart J. Freedman, WSBA # 14147
Attorneys for Petitioner

16 Approved as to Form:

17 RODGERS DEUTSCH & TURNER

18 By

S. Michael Rodgers by J.T.H.
S. Michael Rodgers, WSBA # 3508
Co-Counsel for Defendants Wilcher

22 LAW OFFICE OF JOHN T. HURLEY

24 By

John T. Hurley
John T. Hurley, WSBA # 809
Co-Counsel for Defendants Wilcher

26
CONSENT JUDGMENT AND DECREE
OF APPROPRIATION - 3
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PRESTON GATES & ELLIS LLP
101 FIFTH AVENUE
SUITE 3000
SEATTLE, WASHINGTON 98104-7075
TELEPHONE: (206) 423-7330
FACSIMILE: (206) 423-7022

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NORM MALING
KING COUNTY PROSECUTING ATTORNEY
for Margaret Pahl,
By *Kellie A. Conall, WSBA #28739*
Margaret A. Pahl, WSBA #19019
Attorneys for Defendant King County

2000 092 7000635

CONSENT JUDGMENT AND DECREE
OF APPROPRIATION - 4
KAZZMAY@UDCSTOR_P012P

PRESTON GATES & ASSOCIATES
701 PLYMOUTH
SUITE 200
SEATTLE, WASHINGTON 98104-3999
TELEPHONE (206) 465-7000
FACSIMILE (206) 465-7100

2000 092 7300635

STATE OF WASHINGTON } ss.
County of King

I, PAUL L. SHEPHERD, Clerk of the Superior Court
of the State of Washington, County of King, do hereby certify
that the foregoing is a true and correct copy of the original
filed in the office of the Clerk of said Court, and the same
is a true and correct copy of the original filed in said
Court. In witness whereof, I have hereunto set my hand and affixed the
Seal of said Superior Court at my office at Seattle, Washington
this _____ day of _____ 19____

SEP 25 2000

PAUL L. SHEPHERD, Superior Court Clerk
By _____
Deputy Clerk

RUTH M PERALTA-CLARK

990504-2626 03:27:00 PM KING COUNTY RECORDS 002 L10 9.00

RETURN ADDRESS

Susan Delanty Jones, Esq.
Preston Gates & Ellis LLP

701 Fifth Ave., Suite 5000
Seattle, WA 98104

Please print neatly or type information

Document Title(s)

Lis Pendens _____

Reference Numbers(s) of related documents

_____ Additional Reference #'s on page _____

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

James W. Wilcher _____

Virginia Wilcher _____

King County _____

Additional grantors on page _____

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

Port of Seattle _____

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

Lot 1, Loralake, according to the plat thereof recorded in Volume 57
of Plats, page 24, in King County, Washington.

Additional legal is on page _____

Assessor's Property Tax Parcel/Account Number

440140-0005-04 _____

Additional parcel #'s on page _____

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

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

PORT OF SEATTLE,

Petitioner,

v.
JAMES W. WILCHER and VIRGINIA
WILCHER, husband and wife; and KING
COUNTY.

Defendants.

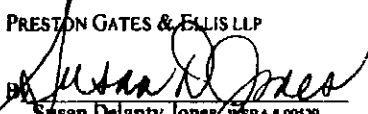
No. 99-2-10267-3 KBT
LIS PENDENS

NOTICE IS HEREBY GIVEN that petitioner, Port of Seattle, has commenced an action against the above-named defendants in Superior Court for King County by filing a Summons and Petition in Eminent Domain. This is notice of pendency of the action. The names of the parties to the action are set forth above. The object of the action is for the Port of Seattle to acquire by condemnation the interests of the parties in the following-described real property:

Lot 1, Loralake, according to the plat thereof recorded in volume 57 of Plats, page 24, in King County, Washington.

All persons dealing with real estate subsequent to the filing of this notice will take subject to the rights of the Port of Seattle and the other parties as established in this action.

DATED this 30th day of April, 1999.

PRESTON GATES & ELLIS LLP

Susan Delanty Jones, WSBA # 09529
Attorneys for Petitioner, Port of Seattle

PRESTON GATES & ELLIS LLP
701 9TH AVENUE
SUITE 500
SEATTLE, WASHINGTON 98104-4776
TELEPHONE (206) 441-7300
FACSIMILE (206) 441-7023

LIS PENDENS - I
K:\22247001\09504501_P2161

AVIGATION EASEMENT

1. This easement is conveyed from the undersigned (hereafter "Grantor") to the Port of Seattle, a Washington State municipal corporation (hereafter "the Port").

2. Grantor is the owner of land and improvements thereto located at 15006 Des Moines Memorial Drive South, 98148 in the City of Seattle, County of King, State of Washington, and described as follows:

(Legal description with map attached, if possible)

LOT 1, LORLAKE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 57 OF PLATS, PAGE 24, IN KING COUNTY, WASHINGTON. (hereafter "Premises").

3. The Port is the proprietor of the Seattle-Tacoma International Airport.

4. Grantor, Grantor's heirs, executors, administrators, successors, and assigns, in consideration of the Port's agreement to assist with certain modifications and installations on the Premises for noise-impact reduction purposes, and as required under R.C.M. 53.54.030(3), conveys and warrants to the Port, its successors and assigns, a permanent and non-exclusive easement for the free and unobstructed use and passage of all types of aircraft (as hereinafter defined) through the airspace over or in the vicinity of the Premises, with such use and passage to be unlimited as to frequency, type of aircraft, and proximity. Said easement shall be appurtenant to and for the benefit of the real property now commonly known as Seattle-Tacoma International Airport ("Airport"), including any additions thereto wherever located, hereafter made by the Port or its successors and assigns and for the benefit of the Port, its successors, assigns, guests and invites, including any and all persons, firms, or corporations operating aircraft to or from the Airport. Said easement and burden, together with all things which may be alleged to be incident to or to result from the use and enjoyment of said easement, including, but not limited to, noise, vibrations, fumes, deposits of dust or other particulate matter (which are incidental to the normal operation of said aircraft), fear, interference with sleep and communication and any and all other things which may be alleged to be incident to or to result from flights of aircraft over or in the vicinity of the Premises or in landing at or taking off from the Airport, shall constitute permanent burdens on the Premises. The burdens and conditions described within this easement shall run with the land and be binding upon and enforceable against all successors in right, title, or interest to said real property. Grantor furthermore waives all damages and claims for damages caused or alleged to be caused by or incidental to such activities.

Avigation Easement
Page 1 of 2
7/11/89

EXCISE TAX NOT REQUIRED
King Co. Records Division

By [Signature] Deputy

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Port of Seattle
Maywood Office
1410 S. 200th St.
Seattle, WA 98198
(206) 431-4035

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Filed by Stewart Title
1138288

5. As used herein, the term "aircraft" shall mean any and all types of aircraft, whether now in existence or hereafter manufactured and developed, and shall include, but is not limited to, jet aircraft, propeller-driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all other types of aircraft or vehicles now in existence or hereafter developed for the purpose of transporting persons or property through the air.

6. Grantor covenants that Grantor is the owner in fee simple of the Premises, and that at the time of signing this avigation easement, Grantor has full ownership rights and powers to convey this easement free and clear from all other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature, and Grantor covenants with the Port, its successors, and assigns, to warrant and forever defend against all and every person or persons claiming any right or title adverse to the easement herein granted.

Dated this 20th day of December, 1990.

GRANTOR(S):

Virginia Wilcher
James W. Wilcher

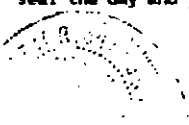
FILED
 BY THE CLERK
 OF THE
 SUPERIOR COURT
 OF
 KING COUNTY
 WASHINGTON
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 RECEIVED THIS DAY

9102040842

STATE OF *Washington*)
) ss.:
 COUNTY OF *King*)

On this 20th day of *December*, 1990, before me the undersigned Notary Public in and for the State of *Washington*, duly commissioned and sworn, personally appeared *James W. Wilcher* and *Virginia B. Wilcher*, to me known to be the individual(s) described in and who executed the within instrument and acknowledged that he/she/they signed and sealed the same as his/her/their free and voluntary act and deed for the uses and purposes herein mentioned.

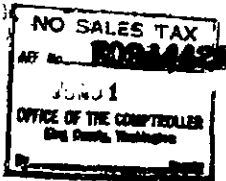
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Randy Richardson
 Notary Public in and for the State of
Washington residing at
King County My
 commission expires on *Dec. 1991*

Avigation Easement,
 Page 2 of 2
 7/11/88

1437W/1438W/klw



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QUITCLAIM DEPT

8706010409

IN THE MATTER OF SR 518, Riverton Heights: SR 509 to SR 5.

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, for and in accordance with that Agreement of the parties entitled TB 1-0026, dated the 17th day of November, 1986, hereby conveys and quitclaims unto KING COUNTY, a political subdivision of the State of Washington all right, title and interest under the jurisdiction of the Department of Transportation, in and to the following described real property situated in King County, State of Washington:

All that part of Section 20, Township 23 North, Range 4 East, W.M., shown hachured on Exhibit "A" attached hereto and made a part hereof.

The specific details concerning all of which may be found on sheet 2 of that certain plan entitled SR 518, Riverton Heights: SR 509 to SR 5, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington bearing date of approval March 6, 1979.

It is understood and agreed that the above referenced property is transferred for road purposes and that all revenue resulting from any vacation, sale or rental of such roads shall be placed in the county road fund and used exclusively for road purposes.

The Grantee herein, its successors or assigns, shall have no right of ingress and egress to, from and between said SR 518 and the lands herein conveyed and will maintain the control of ingress and egress to, from and between the lands herein conveyed and the lands adjacent thereto, as indicated by the prohibition of access symbol appearing on said Exhibit "A"; nor shall the Grantee herein, its successors or assigns, be entitled to compensation for any loss of light, view and air occasioned by the location, construction, maintenance or operation of said Highway. EXCEPT that said Grantee, its successors or assigns, shall have reasonable ingress and egress to, from and between the lands herein conveyed and said Highway by means of off and on ramps thereto as shown on said Exhibit "A".

The grantee as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of RCW Chapter 49.60, as to the lands herein described.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW Chapter 36.75.090.

Dated at Olympia, Washington, this 30th day of April, 1987.

STATE OF WASHINGTON

Duane Berentson
DUANE BERENTSON
Secretary of Transportation

Filed For Record At The Request Of
Chris J. Rauter
King County Real Property Division

APPROVED AS TO FORM:

By: Margaret Smith
Assistant Attorney General

REVIEWED AS TO FORM:

By: Chris J. Rautava
King County

8706010409

STATE OF WASHINGTON)
) ss
County of Thurston)

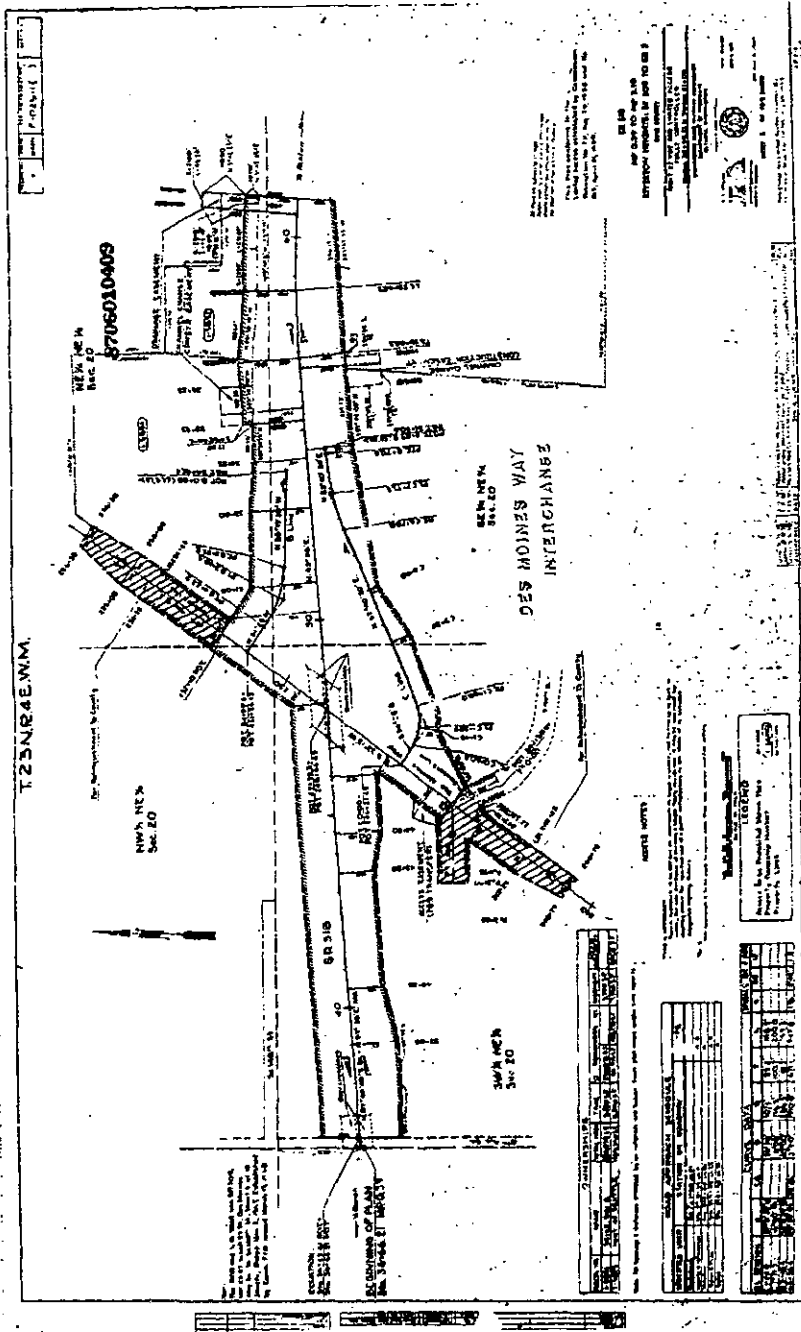
On this 30th day of April, 1987, before me personally appeared DUANE BERENTSON, known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

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

My Commission Expires June 25, 1988

RECEIVED THIS DAY
BY THE
NOTARY
PUBLIC
APR 24 5 57 PM '87



FILED FOR RECORD AT REQUEST OF

Name: KC Proceedings Attorney

Address: 6550 KC Court House

Seattle, WA 98104

EASEMENT AGREEMENT

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8211230703

This Agreement, made and entered into this 27 day of OCTOBER, 1982, by and among King County ("Grantee"), and the undersigned eleven owners of an undivided one-eleventh interest in Loralake, said lake being designated as Tract A of Loralake Addition, per plat recorded in Volume 57 of Plats, page 24, records of King County, Washington ("Grantors"). Said eleven owners of Loralake are also the owners of the eleven parcels of waterfront property adjoining said lake on the west and on the north, all situated in King County, Washington, and described as follows:

(a) That portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 20, Twp 23 North, Range 4, E.W.M., described as follows: Beginning at the intersection of the south line of said subdivision with easterly margin of Des Moines Way; thence north 37°13'15" east along said easterly margin 356.94 feet to point of beginning; thence continuing north 37°13'15" east along said easterly margin 85.00 feet; thence south 74°42'50" east 197.89 feet; thence south 37°13'15" west 65.00 feet; thence north 79°52'33" west 206.20 feet to point of beginning.

RECORDED THIS DAY
Nov 23 11 21 AM '82
COUNTY OF KING
WASHINGTON

(b) That portion of the southwest quarter of the northeast quarter of Section 20, Twp 23 North, Range 4 E.W.M., described as follows: Beginning at the intersection of the south line of said subdivision with the easterly margin of Des Moines Way; thence north 37°13'15" east along said easterly margin 443.94 feet; to the true point of beginning; thence continuing north 37°13'15" east along said easterly margin 85.00 feet; thence south 69°08'58" east 191.32 feet; thence south 37°13'15" west 65.00 feet; thence north 74°42'50" west 197.89 feet to the true point of beginning.

(c) That portion of the southwest quarter of the northeast quarter of Section 20, township 23 north, Range 4 E.W.M. described as follows: Beginning at the intersection of the south line of said subdivision with the easterly margin of Des Moines Way; thence north 37°13'15" east along said easterly margin 528.94 feet to the true point of beginning;

8211230703

thence continuing north 37°13'15" east along said easterly margin 90 feet; thence south 64°45'03" east 187.65 feet; thence south 37°13'15" west 75 feet; thence north 65°08'58" west 191.32 to the true point of beginning.

(d) That portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 20, Township 23 North, Range 4 E.W.M. described as follows: Beginning at the intersection of the south line of said subdivision with the easterly margin of Des Moines Way; thence north 37°13'15" east along said easterly margin of Des Moines Way 618.94 feet to the true point of beginning; thence continuing north 37°13'15" east along said easterly margin 95 feet; thence south 58°39'53" east 150.00 feet; thence south 11°32'30" west 79.29 feet; thence north 64°45'03" west 187.65 feet to the true point of beginning.

(e) That portion of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 20, Twp 23 North, Range 4 E.W.M., described as follows: Beginning at the intersection of the south line of said subdivision with the easterly margin of Des Moines Way; thence north 37°13'15" east along said easterly road margin 713.94 feet to the true point of beginning; thence continuing north 37°13'15" east along said easterly road margin 85.00 feet; thence south 48°46'45" east 137.00 feet; thence south 44°38'00" west 35.75 feet; thence south 2°20'00" west 30.00 feet; thence north 58°39'54" west 150 feet to the true point of beginning.

(f) Lot 1 of Loralake Addition, King County, Wash. VOLUME 57, PAGE 24.

(g) Lot 3, Loralake Addition, King County, Wash. VOLUME 57, PAGE 24.

(h) Lot 4, Loralake Addition, King County, Wash. VOLUME 57, PAGE 24.

(i) Lot 5, Loralake Addition, King County, Wash. VOLUME 57, PAGE 24.

(j) Lot 6, Loralake Addition, King County, Wash. VOLUME 57, PAGE 24.

(k) Lot 7, Loralake Addition, King County, Washington. VOLUME 57, PAGE 24.

WHEREAS, pursuant to an Agreement dated OCTOBER 27, 1982 by and among The Lora Lake Shore Club, whose membership consists of the Grantors, and Grantee, Grantee has agreed to construct a rock weir system located at the current outfall into

8211230703

Loralake for the purpose of removing sediment from the surface water which empties into Loralake,

NOW, THEREFORE, Grantors do hereby grant, assign, and convey to Grantee an easement over Loralake for the construction and maintenance of a rock weir system, to be located at the current outfall into Loralake, which rock weir system is more fully described in Attachment A, attached hereto and by this reference made a part hereof.

Grantors hereby recognize that King County claims a pre-existing right to discharge water into Loralake at the location of the present outfall and, without acknowledging that right, by this Easement Grantors further grant to Grantee the right, which right shall become effective upon completion of the rock weir system, to discharge into the system water containing silt and other materials, and the right to discharge or deposit water which is free of silt into Loralake. Other than water which is discharged into the rock weir system, Grantee shall not have, pursuant to this Easement, the right to discharge or deposit water into Loralake unless it is free of silt and pollutants to the extent required by law.

Grantors further grant to Grantee such rights of ingress and egress over the waterfront property adjoining Loralake as described in (a) through (k) above as are necessary for the use and enjoyment of the easement hereby granted.

Grantee hereby agrees to hold and save Grantors harmless from any and all damage arising from Grantee's use of the easement and rights herein granted. Grantee further agrees to pay any damage or damages which may arise to the property, premises or rights of the Grantors through Grantee's use, possession and exercise of the easement and rights herein granted.

The easement and rights hereby granted constitute a covenant running with the land, binding upon the Grantors and their heirs

and any person who shall hereafter acquire title to an undivided interest in Loralake or the property described in paragraphs (a) through (k) above.

GRANTORS -
THE LORALAKE SHORE CLUB

GRANTEE -
KING COUNTY

By Wally Watson
Its Pres.

By [Signature]
Its COUNTY CLERK OCT 19 1982

8211230703

Marian J. Belt
Marian Belt

Jimmy Bruce Breeze
Jimmy Breeze

Thomas De La Hunt
"Duke" Thomas De La Hunt

Margene Holstrom - Marjean Hallstrom
Margene Holstrom

Jane Johnson
Jane Johnson

Greg McConagill
Greg McConagill

Eleanore Vistauet
Eleanore Vistauet

Wally Watson
Wally Watson

Theresa M. Watson
Theresa Watson

Georgia Wardall
Georgia Wardall

Jim Wilcher - Virginia Wilcher
Jim Wilcher

82112330703

Virginia Wilcher
Virginia Wilcher

Frank Yellam
Frank Yellam

Angelina Yellam
Angelina Yellam

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 27th day of October, 1982 before me personally appeared Walter Weston, to me known to be the President of THE LORALAKE SHORE CLUB that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of THE LORALAKE SHORE CLUB for the uses and purposes therein mentioned, and on oath stated that he authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Emma Lou Heath
Notary Public in and for the State
of Washington, residing at Seattle

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 19th day of October, 1982 before me personally appeared Harry C. Johnson, to me known to be the Deputy Mayor of KING COUNTY that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of KING COUNTY for the uses and purposes therein mentioned, and on oath stated that he authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Cornel K. Locke
Notary Public in and for the State
of Washington, residing at Seattle

8211230703

STATE OF WASHINGTON)
COUNTY OF KING) ss.

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of October, 1982.

Emma Lou Hesth
Notary Public in and for the State
of Washington, residing at Seattle

STATE OF WASHINGTON)
COUNTY OF KING) ss.

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of October, 1982.

Emma Lou Hesth
Notary Public in and for the State
of Washington, residing at Seattle

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this day personally appeared before me "DUKE" THOMAS DE LA HUNT to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of October, 1982.

Emma Lou Hesth
Notary Public in and for the State
of Washington, residing at Seattle

8211230703

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of October, 1982.

Emmale Lou Heath
Notary Public in and for the State
of Washington, residing at Seattle

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of October, 1982.

Emmale Lou Heath
Notary Public in and for the State
of Washington, residing at Seattle

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of October, 1982.

Emmale Lou Heath
Notary Public in and for the State
of Washington, residing at Seattle

8211230703

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of October, 1982.

Emma Lou Heath
Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of October, 1982.

Emma Lou Heath
Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of October, 1982.

Emma Lou Heath
Notary Public in and for the State
of Washington, residing at Seattle.

8211230703

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of October, 1982.

Emma Lou Heath
Notary Public in and for the State
of Washington, residing at Seattle

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of October, 1982.

Emma Lou Heath
Notary Public in and for the State
of Washington, residing at Seattle

12DG/P

WASHINGTON
11:05 PST
RECORDING REQUESTED BY
KEYCORP MORTGAGE INC.
AND WHEN RECORDED MAIL TO

MYONG HARRIS
0075159

RECEIVED THIS DAY

Name
Street
Address
City &
State

JAMES W WILCHER
VIRGINIA R WILCHER
P O BOX 81023
SEATTLE

WA 98108

MAY 26 2:40 PM '94

RECORDED IN THE
KING COUNTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FULL RECONVEYANCE

PSM FINANCIAL MANAGEMENT CORP.

and thereafter referred to as: PSM FINANCIAL MANAGEMENT CORP. as duly appointed
under Deed of Trust hereinafter referred to, having received from holder of the obligations thereunder a written
request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed
of Trust and the note of notes secured thereby having been surrendered to said Trustee for cancellations, does
hereby RECONVEY, without warranty, to the person or persons legally entitled thereto, the estate now held by
it thereunder. Said Deed of Trust was executed by
JAMES W. WILCHER AND VIRGINIA R. WILCHER,
WIFE AND HUSBAND

Trustor, and recorded in the official records of KING County, WASHINGTON

as follows: DATE NOVEMBER 26, 1979 AS INSTR. NO. 7911260421

IN BOOK/REEL PAGE/IMAGE

and re-recorded: DATE 19 AS INSTR. NO.

IN BOOK/REEL PAGE/IMAGE

Now, therefore, in accordance with said request and the provisions of said Deed of Trust,

PSM FINANCIAL MANAGEMENT CORP. as Trustee, does hereby RECONVEY, without

warranty, to THE PERSON OR PERSONS LEGALLY ENTITLED THERETO, all estate now held by it thereunder

in and to that property in said county, state of WASHINGTON described as follows:

AS DESCRIBED IN RECORDED DEED OF TRUST

In Witness Whereof, PSM FINANCIAL MANAGEMENT CORP. as Trustee, has caused

its corporate name to be hereto affixed by its officer, thereunto duly authorized.

PSM FINANCIAL MANAGEMENT CORP. as Trustee

Date MAY 5, 19 94

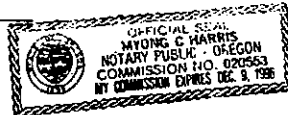
BY *[Signature]*
FRANK A RAY
VICE PRESIDENT

STATE OF OREGON
COUNTY OF CLACKAMAS

On the 5TH day of MAY, 19 94, before me, the undersigned, personally appeared
FRANK A RAY, title of VICE PRESIDENT of
PSM FINANCIAL MANAGEMENT CORP. personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and
acknowledged to me that HE executed the same in HIS authorized capacity and that by HIS signature on the
instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *[Signature]*
MYONG C HARRIS
NOTARY PUBLIC, STATE OF OREGON
QUALIFIED IN CLACKAMAS COUNTY
COMMISSION EXPIRES DEC. 9, 1996



(This area for official notarial seal)

9406020337

SA08 01

32 x 10

WASHINGTON
11:05 PST
RECORDING REQUESTED BY
KEYCORP MORTGAGE INC.
AND WHEN RECORDED MAIL TO

MYONG HARRIS
RECEIVED THIS DAY 0975159

Name
Street
Address
City &
State

JAMES W WILCHER
VIRGINIA R WILCHER
P O BOX 81023
SEATTLE WA 98108

MAY 26 2 46 PM '94

SUBSTITUTION OF TRUSTEE

WHEREAS,
PIONEER NATIONAL TITLE INSURANCE

is the present Trustee(s) of record under that certain Deed of Trust executed on the
15TH day of NOVEMBER, 19 79, by
JAMES W. WILCHER AND VIRGINIA R. WILCHER,
WIFE AND HUSBAND

as Trustor(s), to
PIONEER NATIONAL TITLE INSURANCE

as Trustee(s), recorded on the 26TH day of NOVEMBER, 19 79, as Instrument No. 7911260421
in Book/Reel at Page of Official Records in the Office of the County
Recorder of the County of KING State of WASHINGTON
and re-recorded: DATE 19 AS INSTR. NO.
IN BOOK/REEL PAGE/MAGE
AND WHEREAS the undersigned,
PUGET SOUND SAVINGS BANK
FKA PUGET SOUND MUTUAL SAVINGS BANK
NKA KEY BANK OF WASHINGTON

9406020335

is/are the present holder(s) of the beneficial interest under said Deed of Trust, and do/does hereby appoint
PSM FINANCIAL MANAGEMENT CORP. as Trustee(s) in place and stead of said
PIONEER NATIONAL TITLE INSURANCE

NOW THEREFORE upon recordation of this document, the undersigned do/does hereby discharge
the present Trustee(s) and appoint PSM FINANCIAL MANAGEMENT CORP. as the new
Trustee(s) who shall succeed to all the powers, duties, authority and title of the former Trustee(s).
DATED this 5TH day of MAY, 19 94.

KEY BANK OF WASHINGTON
PRESENT BENEFICIARY

FRANK A RAY
VICE PRESIDENT

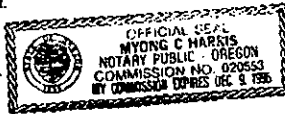
STATE OF OREGON
COUNTY OF CLACKAMAS

On the 5TH day of MAY, 19 94 before me, the undersigned, personally appeared
FRANK A RAY, title of VICE PRESIDENT
KEY BANK OF WASHINGTON personally known to me (or proved to me on the basis
of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me
that HE executed the same in HIS authorized capacity and that by HIS signature on the instrument the person or
entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Signature: _____

MYONG C. HARRIS
NOTARY PUBLIC, STATE OF OREGON
QUALIFIED IN CLACKAMAS COUNTY
COMMISSION EXPIRES DEC. 9, 1996



(This area for official notarial seal)

SA03A 01

ASSIGNMENT OF DEEDS OF TRUST

W 45195

FOR VALUE RECEIVED, THE UNDERSIGNED AS BENEFICIARY, HEREBY GRANTS, CONVEYS,
ASSIGNS AND TRANSFERS TO

COMMUNITY SAVINGS BANK

WHOSE ADDRESS IS

235 East Main Street
Rochester, N.Y. 14604

A 90% BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST FILED IN THE RECORDS
OF KING COUNTY, STATE OF WASHINGTON, HEREBY DESCRIBED AS FOLLOWS:

8007230593

| <u>GRANTORS</u> | <u>TRUSTEE</u> | <u>AUDITORS FILE #</u> |
|--|---|------------------------|
| EUGENE N. BACHMEIER AND JOYCE A. BACHMEIER, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8001040181 |
| DWAYNE R. BAILEY AND JANET K. BAILEY, HUSBAND AND WIFE | FIRST AMERICAN TITLE INSURANCE COMPANY OF WASHINGTON, A CALIF- ORNIA CORPORATION | 7912180044 |
| FRANK L. BLODGETT AND PATRICIA S. BLODGETT, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8001160036 |
| WILLIAM T. BREKS, JR., AN UNMARRIED INDIVIDUAL, AS HIS SEPARATE ESTATE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7911080031 |
| DOROTHY L. BOLAR, AN UNMARRIED INDIVIDUAL AND CHARLENE M. BOLAR, AN UNMARRIED INDIVIDUAL | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8002050248 |
| MAGNE BUNESS, AS A SEPARATE ESTATE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7911290054 |
| RONALD E. BRALEY AND CANDACE BEACH BRALEY, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7912270008 |
| MICHAEL L. CARNEGIE AND ROSE MARIE CARNEGIE, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001070471 |
| JOHN L. CASSERLY AND MARILOU CASSERLY, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7912140144 |
| WALTER D. CHAPMAN AND BEVERLY J. CHAPMAN, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8002080442 |
| HANFORD B. CHOATE AND ANNELESE CHOATE, HUSBAND AND WIFE | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 7911190304 |
| ROBERT H. DAACKE AND TAMMY S. DAACKE, HUSBAND AND WIFE | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 7912190032 |
| ROBERT C. DELANCEY AND BEVERLY A. DELANCEY, HUSBAND AND WIFE | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 7912210854 |
| EDWARD N. DIDRICKSON AND TERESA M. DIDRICKSON, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8001040166 |

8007230593

| <u>GRANTORS</u> | <u>TRUSTEE</u> | <u>AUDITORS FILE #</u> |
|--|--|------------------------|
| DELBERT S. DUNCAN AND JULIETTA G. DUNCAN, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8001110329 |
| JESSE H. DUNSCOMB AND NANCY L. DUNSCOMB, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8002040173 |
| CRAIG ALAN ENMICK AND GAYLE ANNE ENMICK, HUSBAND AND WIFE | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 7912270134 |
| GRANT G. GARD AND PHYLLIS A. GARD, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001080334 |
| DAVID W. GEE AND CHRISTOPHER ANDERSON GEE, HUSBAND AND WIFE | | |
| BRUCE W. GOLDMAN, AN UNMARRIED INDIVIDUAL | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 7912210853 |
| ROBERT B. GREENMAN AND VERNA J. BAIRD-GREENMAN, HUSBAND AND WIFE | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 7912210223 |
| DONALD C. HARDING AND KARVIS E. HARDING, HUSBAND AND WIFE | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 7912210852 |
| LISA HAUGEN, FORMERLY LISA HAUGEN GARRETT, AN UNMARRIED INDIVIDUAL ON NOV. 12, 1976 and all times since | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7910310093 |
| LOIS E. HEALD AND BRUCE R. HEALD, WIFE AND HUSBAND | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7912270269 |
| FRANK T. HIDAKA AND TERESA Y. HIDAKA, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8002040281 |
| GORDON B. HILL AND MARILYN M. HILL, HUSBAND AND WIFE | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 8001040115 |
| LOUIS A. HILLENBRAND, AN UNMARRIED INDIVIDUAL | SAFECO TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001020329 |
| KENNETH F. HODSON AND SHIRLEY M. HODSON, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8003250437 |
| ROMA S. HOLMES, AN UNMARRIED INDIVIDUAL | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7910100467 |
| MANUEL A. INCLAN AND YUKO INCLAN, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8001310009 |
| J. CLIFTON JOHNSON AND JEAN W. JOHNSON, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8001030044 |
| JOHN L. JOHNSON AND INGE L. JOHNSON, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7910290392 |

8007230593

| <u>GRANTORS</u> | <u>TRUSTEE</u> | <u>AUDITORS FILE #</u> |
|---|--|------------------------|
| JOHN E. JONASSON AND THERESE M. JONASSON, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001220392 |
| WILLIAM R. JONES AND ELSIE E. JONES, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8001180525 |
| FRANCIS K. KAHLE AND JACQUELINE T. KAHLE, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7912310088 |
| RICHARD G. KAUFFMAN AND JANA L. KAUFFMAN, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7911260038 |
| RICHARD D. LABAY AND KATHLEEN P. LABAY, HUSBAND AND WIFE | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 7912170141 |
| LEN G. LEONARD AND SHARENE E. LEONARD, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7912040060 |
| DONALD R. LOEFFLER AND JOYCE R. LOEFFLER, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001100361 |
| JOYCE L. LUCAS, AN UNMARRIED INDIVIDUAL AND ARLENE M. FAY, AN UN- MARRIED INDIVIDUAL | SAFECO TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8003270630 |
| THOMAS O. MCCANN AND MARY A. MCCANN, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001040356 |
| JOHN P. MC CUE AND PATRICIA MC CUE, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8001220061 |
| JAMES R. MC GILLIVRAY AND LAUREL W. MC GILLIVRAY, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7912290059 |
| HARVEY L. MANN AND BARBARA G. MANN, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7912120590 |
| FRED L. MAXIE, AS A SEPARATE ESTATE | TRANSAMERICA TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001080184 |
| MICHAEL J. MILCHEN AND MAUREEN E. MILCHEN, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8001240025 |
| MICHAEL P. MORAN AND TERESA M. MORAN, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7912310392 |
| CLIFF L. MORRIS AND MARIAN M. MORRIS, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001170333 |
| JACK F. NICHOLAS, AN UNMARRIED INDIVIDUAL ON AND SINCE JANUARY 31, 1975 | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 7911200244 |

8007230593

| <u>GRANTORS</u> | <u>TRUSTEE</u> | <u>AUDITORS FILE #</u> |
|--|--|------------------------|
| DONALD R. NOBLE AND ELIZABETH ANN NOBLE, HUSBAND AND WIFE | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 7912120530 |
| E. LEE PEPPARD AND LYNNE M. PEPPARD, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7908060414 |
| ALLEN D. PERRY AND ELIZABETH A. PERRY, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8004110165 |
| EMMETT G. PETERSON AND DOROTHY M. PETERSON, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8002280047 |
| IVAN G. PHILLIPS AND WANDA L. PHILLIPS, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7912180678 |
| HOWARD E. RAND AND ESTHER R. RAND, HUSBAND AND WIFE | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 8001150070 |
| DARRELL D. REBER AND SALLY J. REBER, TRUSTEES OF THE DARRELL D. AND SALLY J. REBER TRUST AND SUCCESSORS | CHICAGO TITLE INSURANCE COMPANY A MISSOURI CORPORATION | 7912170053 |
| RANDALL R. REHN AND JOAN K. REHN, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001180865 |
| JOHN A. RUCKER AND ELIZABETH G. RUCKER, HUSBAND AND WIFE | TRANSAMERICA TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7912200113 |
| KEN E. SCHULLER AND CAROL A. SCHULLER, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7907130596 |
| MARK N. SCHNEIDER, AN UNMARRIED INDIVIDUAL | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7912179038 |
| STEPHEN M. SKEEL, JR., AND KATHLEEN J. SKEEL, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7910260497 |
| ARTHUR G. SMART AND VIETTE M. SMART, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7912140415 |
| DEAN SOULE AND MARCE SOULE, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7912280035 |
| THOMAS E. SPEER, AN UNMARRIED INDIVIDUAL | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8001310060 |
| PATRICIA ROSE STEELE, WHO ACQUIRED TITLE AS PATTI R. SUMMERS AND GARY V. STEELE, WIFE AND HUSBAND | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7910090064 |
| ELDEN D. STRONG AND ARLENE B. STRONG, HUSBAND AND WIFE | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 8001040100 |

| GRANTORS | TRUSTEE | AUDITORS FILE # |
|--|--|-----------------|
| JOHN B. STYGAR AND CATHRYN J. STYGAR, FORMERLY CATHRYN J. SCHUELL, HUSBAND AND WIFE, CATHRYN'S ONLY HUSBAND SINCE 11-29-66 | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7910100565 |
| ALAN P. TROST AND ELNA R. TROST, HUSBAND AND WIFE | TRANSAMERICA TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001020248 |
| THOMAS A. TUREK, AN UNMARRIED INDIVIDUAL ON AND SINCE JULY 20, 1978 AND VERA E. DAVIS, AN UNMARRIED INDIVIDUAL | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001080394 |
| DANIEL B. ULREY, AN UNMARRIED INDIVIDUAL | FIRST AMERICAN TITLE COMPANY OF WASHINGTON, A CALIFORNIA CORPORATION | 8001080508 |
| HARLAN R. VALBERG AND NORMA M. VALBERG, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001080368 |
| FREDDIE L. VAUGHN AND DELORES J. VAUGHN, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7912270290 |
| STÉPHAN P. WALLA AND MARLENE F. WALLA, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7912310423 |
| FRED J. WHITE AND LYNN E. WHITE, HUSBAND AND WIFE | SAFECO TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8002060168 |
| JAMES W. WILCHER AND VIRGINIA R. WILCHER, WIFE AND HUSBAND | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 7911260421 |
| RICHARD L. WINDSOR, AN UNMARRIED INDIVIDUAL | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 7912280066 |
| JEAN L. WRIGHT, AN UNMARRIED INDIVIDUAL | SAFECO TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001220105 |
| KAZUYA YASUDA, AN UNMARRIED INDIVIDUAL AND YOSHIKO EDAMURA, AN UNMARRIED INDIVIDUAL | SAFECO TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001030128 |
| GEORGE ZAHARIEV AND GWENDOLYN K. ZAHARIEV, HUSBAND AND WIFE | CHICAGO TITLE INSURANCE COMPANY, A MISSOURI CORPORATION | 8001170122 |
| DAVID H. ZASADNI AND MINNIE P. ZASADNI, HUSBAND AND WIFE | PIONEER NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION | 8001230314 |

TOGETHER WITH NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND
TO BECOME DUE THEREON, WITH INTEREST, AND ALL RIGHTS ACCRUE OR THE ACCRUE UNDER
SAID DEEDS OF TRUST.

DATED July, 1980.

PUGET SOUND MUTUAL SAVINGS BANK
(Beneficiary)

8007230593

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DEED OF TRUST

THIS DEED OF TRUST is made this 15th day of NOVEMBER
1979, among the Grantor, JAMES W. WILCHER and VIRGINIA R. WILCHER, wife and husband
(herein "Borrower"), PIONEER NATIONAL TITLE
INSURANCE CO., 719 SECOND AVENUE, SEATTLE, WA 98104 (herein "Trustee"), and the Beneficiary,
PUGET SOUND MUTUAL SAVINGS BANK, a corporation organized and
existing under the laws of WASHINGTON, whose address is 922 SECOND
AVENUE, SEATTLE, WA 98104 (herein "Lender").

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of KING State of Washington:

LOT 1, LOHALAKE ADDITION, according to the plat recorded in Volume 57 of Plats, page 24, in King County, Washington

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which has the address of 15006 DES MOINES WAY SOUTH SEATTLE
(Street) (City)
WA 98148 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

To SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note dated November 15th, 1979 (herein "Note"), in the principal sum of SIXTY-FIVE THOUSAND & NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on December 1st, 1994; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

WASHINGTON - 1 to 4 Family - 6/75 - FPM/A/FPLMC UNIFORM INSTRUMENT

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UNDEVELOP COVENANTS, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by the Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum thereon "Funds" equal to one-twelfth of the yearly taxes and assessments which may attach priority over this Deed of Trust and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds, and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds, and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by the Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph D hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Lien. Borrower shall pay all taxes, assessments and other charges, fines and impositions, attributable to the Property which may attach a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notes or amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over the Deed of Trust, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings, which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard, included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender, and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make good or loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged; provided, such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by the Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph D hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass by Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if the Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants, creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development order is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such order shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the order were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any act or omission of Borrower or a person of which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, involuntary escheat, enforcement of an attachment, or proceedings involving a bankruptcy or decedent, then Lender at Lender's option, upon notice to Borrower, may make such arrangements, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by the Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement in applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amount disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event, such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification or amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges of Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Deed of Trust; Governing Law; Severability.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. **Acceleration; Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of (i) the right to reinstate after acceleration, (ii) the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure and (iii) any other matters required to be included in such notice by applicable law. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as applicable law may require. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of the Property for a period of periods not exceeding a total of 30 days by public announcement at the time and place fixed in the notice of sale. Lender or Lender's designee may purchase the Property at any sale.

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

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the tenth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof.

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including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

22. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

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

24. Use of Property. The Property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

James W. Wilcher
JAMES W. WILCHER - Borrower

Virginia R. Wilcher
VIRGINIA R. WILCHER - Borrower

STATE OF WASHINGTON, KING County ss:

On this 19th day of November, 1979, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES W. WILCHER and VIRGINIA R. WILCHER, wife and husband (to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the said instrument as his/hers/theirs free and voluntary act and deed, for the uses and purposes therein mentioned. WITNESS my hand and official seal affixed the day and year in this certificate above written.

My Commission expires: July 15th, 1982

Raymond S. Watson
Notary Public in and for the State of Washington residing at: SEATTLE

REQUEST FOR RECONVEYANCE

To TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date: _____

PUGET SOUND MUTUAL SAVINGS BANK
922 SECOND AVENUE
SEATTLE, WA 98104

(Space Below This Line Reserved For Lender and Recorder)

PUGET SOUND MUTUAL SAVINGS BANK
922 SECOND AVENUE
SEATTLE, WA 98104

200-47967-1

James W. and Virginia Wilcher
15006 Des Moines Way So.
Seattle, Washington 98148

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NW 0
1555

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**DRAINAGE
EASEMENT**
Request of Paul Taisey

THIS INDENTURE made this 19th day of February, 1974
between James W. Wilcher and Virginia R. Wilcher, his wife
parties of the first part, and King County, Washington, party of the
second part.

WITNESSETH:

That the said parties of the first part, for and in consideration of
the sum of One Dollar (\$1.00) to them in hand paid by the said party
of the second part, and other valuable consideration, receipt thereof is
hereby acknowledged, do by these presents grant, bargain, sell, convey and
confirm unto the said party of the second part, its heirs and assigns, a
right-of-way easement for a drainage conduit () over,
through, across and under the property hereinafter described, situated
in King County, Washington, being more particularly described as follows:

A strip of land on Lot 1 of Lorlake Addition, as recorded in Volume 57 of Plats,
Page 24, Records of King County, said strip described as follows:
Beginning at a point on the NWly property line, being 26.95 ft. measured from the
SWly corner of said lot; Thence North 62°29'13" East a distance of 54.70 ft., having
a width of 5 feet on each side of said line; Terminating at the Sly line of the
Existing Drainage Easement.

Area 462 sq. ft. = .011 Acres more or less

It is understood and agreed that as a further consideration for this
transaction, said party of the second part agrees to modify and correct
certain deficient features of the drainage system now existing on the
property herein described.

Said party of the second part agrees to replace and repair allexcava-
tions so as to leave the construction area in as near it's original
condition as possible.

Said party of the second part, its heirs and assigns, shall have the
right at such time as may be necessary, to enter upon said property for
the purpose of repairing said drainage conduit.

IN WITNESS WHEREOF said party of the first part ha hereunto set
hand and seal the day and year first above written.

Excise Tax Not Required
Comptroller of Public Lands

By Daniel Taisey, Deputy

STATE OF WASHINGTON)
COUNTY OF KING) ss

James W. Wilcher
GRANTOR
Virginia R. Wilcher
GRANTOR

On this day personally appeared before me James W. Wilcher
and Virginia R. Wilcher to me known to be the
individuals described in and who executed the within and foregoing
instrument, and acknowledged that They signed the same as their
free and voluntary act and deed, for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal this 19th day of February 1974.

Wm F. Espey
NOTARY PUBLIC in and for the State of Washington
RESIDING AT Keat

2-13-74

307734y

740311956f

FILED IN THE
SATECO COUNTY CLERK'S OFFICE
SEATTLE, WASH.

RECORDED
REQUEST OF

1974 MAR 11 AM 8 00

ELECTRIC KING CO. WA F
DEPUTY

FILED FOR RECORD #11
OF

KING COUNTY OFFICE OF
Charles J. Hartman
PROPERTY AND PUBLIC UTILITIES

NC

APR 0 #555

FILED FOR RECORD AT TOWERST OF
SATECO TIRE & RUBBER CO. INC.
10106



IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

6569291

1 THE STATE OF WASHINGTON,
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Petitioner,

vs.

JAMES W. WILCHER and VIRGINIA WILCHER,
his wife; WASHINGTON STATE EMPLOYEES'
RETIREMENT SYSTEM,

Respondents.

DC.

L I S P E N D E N S

TO WHOM IT MAY CONCERN:

An action affecting the title to real property has been commenced in the Superior Court of King County, State of Washington, and is now pending in said court. Said property is more particularly described as follows:

FILED BY ROBERT A. WRIGHT

Presented and Accepted BY: ROBERT A. WRIGHT
Assistant Attorney General
Also: 5800 Capital Boulevard
Attorney General
Temple of Justice, Tumwater, Washington 98501
Olympia, Wash. State Telephone 793-6125
-1-

Lis Pendens
S.P. No. 972-01 10-71

2 additional sheets

SEP 25 1969

S I N G L E

INTERESTED PARTIES:

JAMES W. WILCHER and VIRGINIA WILCHER, his wife; WASHINGTON STATE EMPLOYEES' RETIREMENT

PARCEL NO. 1-2077

DESCRIPTION

All rights of ingress and egress (including all existing, future or potential easement of access, light, view and air) to, from and between SR 510, SSN No. 1-K to Jct. PSH No. 1 Freeway and Lot 1 of Lora Lake Addition, as per plat recorded in Volume 57 of Plats, page 24, records of King County; Situate in the County of King, State of Washington;

656929

EXCEPT that the State shall construct on its right of way an Off and On Approach, not to exceed 14 feet in width, for the sole purpose of serving a single family residence, at or near Highway Engineer's Station 242+00 on the Right, as shown on sheet 1 of 5 sheets of the above-mentioned map of definite location, and to which Off and On Approach only, the respondents, their heirs, successors or assigns, reserve a right of reasonable access, for that purpose only, which Approach shall be maintained between the right of way line and the shoulder line of Des Moines Way by the respondents, their heirs, successors, or assigns. The respondents herein further grant to the State of Washington, or its agents, right to enter upon the respondents' remaining lands where necessary to construct said approach.

The specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia, and bearing date of approval November 5, 1950, revised January 2, 1960; and the center line of which is also of record in Volume 1 of Highway Plats, page 177; records of King County.

SR 510, SSN 1-K to Jct.
PSH No. 1 Freeway.

(8-7-69)

SEP 25 1969

(56727)

1 The object of said action is to acquire by condemnation the
2 lands, real estate, premises and other property and/or property rights
3 hereinbefore described as a right of way for that certain state highway
4 known as SR 518, said lands being situate, lying and being in
5 the County of King, State of Washington.

6 The name of petitioner and plaintiff in said action in the State
7 of Washington, and the names of the respondents and defendants in said
8 action are:

9
10 James W. Wilcher and Virginia Wilcher, his wife,
11 Washington State Employees' Retirement System.

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DATED this 23rd day of September, 1969.

SLADE GORTON
Attorney General

Robert A. Wright
ROBERT A. WRIGHT
Assistant Attorney General
Attorneys for Petitioner

Lis Pendens

D. P. No. 716.1-05-10-01

SEP 25 1969

ASSIGNMENT OF MORTGAGE
SEATTLE TRUST AND SAVINGS BANK
TO
WASHINGTON STATE EMPLOYEES' RETIREMENT SYSTEM

PAGE -2-

5912531

IN WITNESS WHEREOF said Seattle Trust and Savings Bank has caused these presents to be executed by its authorized officers, and has caused its corporate seal to be herewith affixed this 2nd day of August, 1965.

SEATTLE TRUST AND SAVINGS BANK

By Robert R. Hunt
Vice President

By Gene Rodica
Assistant Vice President

STATE OF WASHINGTON)
COUNTY OF KING)

On this 2nd day of August, 1965, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT R. HUNT and GENE RODICA, to me known to be the Vice President and Assistant Vice President, respectively, of Seattle Trust and Savings Bank, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of the said instrument and that the seal affixed is the corporate seal of the said corporation. WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

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

5048

5051 588 58878 3

lot 1 Lorlake add

5049 424 5896627

lot 1 Puget Sound Hills

5038 600 5888649

Blk 2 Genevieve Park

5034 545 5885641

lot 19 Puget Sound Hills

AUG 9 1965 - 830

5912531

- 5010 305 5866558 9-23-4
- 5011 357 5867438 Blk 2 Taylor's Estate
Linden #2
- 5009 168 5865780 Blk 7 replat of Linder
Terrace #2
- 5029 312 5881571 Blk 3 Morrison add #4
- 5021 615 5875466 Blk 4 Sunset Terrace
- 5028 102 5880592 Blk D Beverly Pk Div #3
- 5028 474 5881004 C.C. Calhoun 1st add to E/Seattle
- 5026 394 5879325 Blk 6 Chittenden-Munger
Co. by Ac 77's
- 5027 76 5879778 Blk 2 Allen Arden
- 5027 429 5880146 Blk 2 South Shore hills #5
- 5025 109 5878280 lot 19 Fenwaywood Park
- 5027 307 5886042 Blk 4 Southern Vac. Land
Co's Huntington Park add/see notes
- 5028 110 5880594 10-26-7
- 5034 490 5885610 Blk 2 Hawthorn Hgts
- 5039 272 5889010 Blk 5 Anthony Hgts add
- 5027 142 5879901 9-21-7 11.2 Steel St. S. Shore
- 5026 412 5879337 lot 11 Elvaine
- 5033 622 5815030 Blk 5 Allen town acres
- 5040 103 5819652 Blk 2 Ocean Beach Hgts
- 5040 83 5889640 Blk 9 S. Forest Park Estates
- 5029 15 5881170 lot 10 Severa's 1st add
- 5035 384 5886174 9-23-4
- 5031 539 5883373 Linn's add lot 5
- 5035 17 5885793 12-21-3
- 5031 616 5883454 Blk 5 South Shore hills
#3

5894091

SATISFACTION OF MORTGAGE
(CORPORATE FORM)

99196 608905
SEATTLE WASHINGTON
JUN 15 1965



MAIL ORDER FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
717 SECOND AVE.
SEATTLE, WASHINGTON 98101

Our Loan NR 60805

Satisfaction of Mortgage
(CORPORATE FORM)

Form L80

KNOW ALL MEN BY THESE PRESENTS: That

WASHINGTON STATE EMPLOYEES' RETIREMENT SYSTEM

corporation,

the owner and holder of that certain mortgage bearing date October 5, 1962

executed by GEORGE H. BROWN AND EDITH H. BROWN, his wife

to secure payment of the sum of TWENTY THOUSAND NINE HUNDRED AND NO/100

Dollars (\$ 20,900.00) and interest.

and recorded in the office of the County Auditor of King County, State of Washington on October 16, 1962, in Volume 4524 of Mortgages, at page 502 being Auditor's File No. 5495198, does hereby acknowledge that he said mortgage has been FULLY SATISFIED AND DISCHARGED, and does hereby authorize and direct the said County Auditor to enter full satisfaction thereof of record.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this day of June, 1965

WASHINGTON STATE EMPLOYEES' RETIREMENT SYSTEM

By *J. M. Rogers*
Controller

By _____
Secretary

STATE OF WASHINGTON,
County of Thurston

On this 15th day of June, 1965, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

J. M. Rogers
to me known to be the
WASHINGTON STATE EMPLOYEES' RETIREMENT SYSTEM
the corporation that executed the foregoing instrument,
voluntary act and deed of said corporation, for use and
he is authorized to execute the said instrument and

Witness my hand and official seal hereto affixed this

JUN 23 1965 • 830

Filed by

5888680

Statutory Warranty Deed

HIGHLINE MORTGAGE CO.
152 S. W. 153rd
SEATTLE, WASH. 98166

FILED FOR RECORD AT REQUEST OF
SEATTLE TITLE COMPANY
719 SECOND AVE
SEATTLE, WASHINGTON 98101

768243
WARRANTY DEED
THREE BURGESS
COURTNEY
SEATTLE WASHINGTON

Mailed to: HIGHLINE MORTGAGE CO.
152 S. W. 153rd
SEATTLE, WASH. 98166

Send Tax Statement to

Form L88

Statutory Warranty Deed

THE GRANTOR **GEORGE M. BROWN and EDITH M. BROWN, his wife**

for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to **JAMES W. WILCHER and VIRGINIA WILCHER, his wife** the following described real estate, situated in the County of **King**, State of **Washington**:

Lot 1, Loralake Addition, according to plat recorded in volume 57 of plats, page 24, in King County, Washington.

Under and subject to any restrictions, easements or agreements of record.



29.00
30.80



SALES TAX LIEN PAID

JUN 18 1965
M. J. WILLIAMS
KING COUNTY TREASURER
BY: [Signature]
ACR 151524



Dated this **19th** day of **May**, 1965

George M. Brown (REAL)
Edith M. Brown (REAL)

STATE OF WASHINGTON
County of **King**

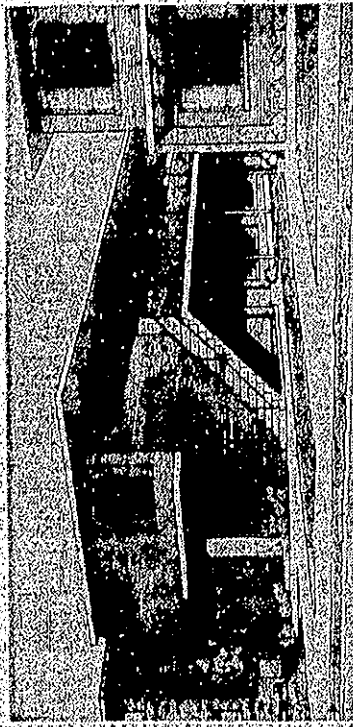
On this day personally appeared before me **George M. Brown and Edith M. Brown** to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this **25th** day of **May**, 1965

Stanley Phillips
Notary Public in and for the State of Washington,
Residing at [Signature]

JUN 9 - 1965 - 830

Filed by



IN HAWTHORNE HILLS: Neering comple- ment, were planned by Douglas W. Vicary, tion are the three apartment buildings, with all arrangements for construction and shown in this artist's sketch. The building rental by University Enterprises, Inc. exterior is of Norman brick. The apart-

Three Apartment Buildings Near Completion

Construction will be com- pleted in six weeks on the last of three, Norman brick apart- ment facilities and 100 per cent off. The buildings are side by side at 5409, 5501 and 5505 E. Street parking for all tenants, signed by 65th St.

Rising Costs of New Homes Stimulates Purchases Now

By ALICE STAPLES
The tremendous interest being shown by prospective home buyers in the Parade of Homes is evidence that, even in the face of a difficult money market, many families are attempting to beat what is being forecast by good authority that homes next year will increase 7 to 10 per cent in cost. This doesn't mean the buyer is going to receive a larger house for his money, or even one with more wanted features.

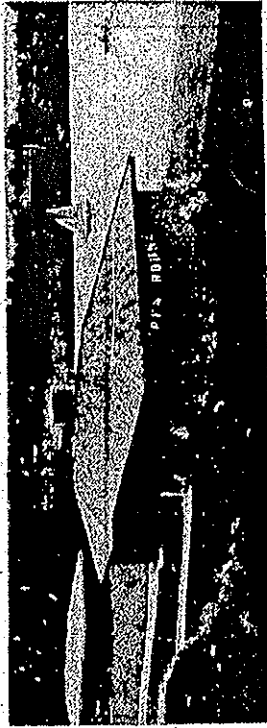
It means the home-purchaser will fork over about \$15,700 next year for the same home he can buy this fall for \$17,000. That will mean the difference between buying and not buying lumber in order to cut on the

cause of the demoralized lumber market. The cutback in home building is partly responsible.

House and Home, trade magazine, said the builders should concentrate on cutting costs. The magazine said cost inflation is the biggest reason that the new house market is down and the used-house market is up.

The magazine advocated the freeing of fixed interest rates for government-guaranteed, F. H. A. and G. I. loans in order to draw more money into the housing field.

It advocated more factory-built parts for homes, factory-assembled tough plumbing, standardization of sizes for building products, the use of power tools and precutting of



SWIMMING HOLE: Swimmers will find this clean, spring-fed lake a far cry from the old swimming hole. They will find, though, that the pleasures are much the same. The beach is sandy and the water always is fine.

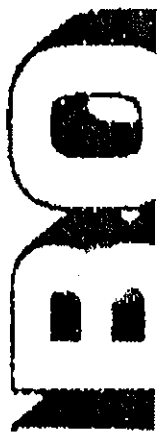
Distinctive Setting for Lakeside Beauty

A man-made, spring-fed lake room, all on one floor, the Lora room has an outside entrance south of Seattle, provides one of the most distinctive settings for a home in this year's Parade of Homes. The site is Lora Lake and the home, built by Peterson & Hart, Inc., at 1015 S. 150th St.

Complete with three bedrooms in both the living room, two baths, and a family and the family room. One bath-

are flagstone steps down to the water. In the medium-price range, this entry offers many extras to the prospective buyer, particularly in site. It is handled by California Avenue Realty.

MPIC Track & Field, Ken 5874.
 O - green #141, 170, 189, 165 & 398 will split 746-4709.
EL RICHIE TICKETS. 17 WS BACK. 1-888-3810.
MPICS (2) Equestrian
 T, Aug. 8th, \$40 587-0626
 T: Lionel Richie tickets. 6202
 1 airline coup \$200 323-4260
 eg L. Richie tickets 782-0526
Club Memberships
LIFETIME Membership.
 of price \$2445. Joe, P.O. 447, Port Orchard WA 98366
ILY Fil. Heritage Member-
 3, \$500 Cash + Assume pmts \$1000. Make offer 547-3375.
 Heritage Life-time, no S. \$800. Call Tim, 547-3256 S. days, 622-6600.
 Heritage \$1000 incl transfer no dues. 451-9762
TILUS NW-VIP. no dues. nsfer fee incl \$675 325-6314
 Family gold membership, 99. No dues. 285-3200 ext 255
WEST Exec Lifetime Mem-
 ship. \$800/offer. 821-3143.
 cpl, no dues \$1330 255-0410
 C Cond. single \$200 522-2131
 C family, \$500. 487-1511
 West Mbrshp \$1000. 823-4303.
 se res cmpng \$2750 852-8884
 sand Trails \$3000 937-9697



KING COUNTY ROAD DAY LABOR CONSTRUCTION PROJECT ESTIMATES
 Date 6-22-84
 Project Name: 157 Simonds Road N.E. - Drainage.
 Project Number: C46186
 Nature of Work: Install pipe and catch basins.
 Estimate of Costs: \$3,200.00
 Approximate Length 20 L.F.

KING COUNTY ROAD DAY LABOR CONSTRUCTION PROJECT ESTIMATES
 Date 6-22-84
 Project Name: Lora Lake Dump Site.
 Project Number: C46303
 Nature of Work: Level and grade waste material.
 Estimate of Costs: \$4,924.00

KING COUNTY ROAD DAY LABOR CONSTRUCTION PROJECT ESTIMATES
 Date 6-22-84
 Project Name: S.W. 132nd Street - Drainage.
 Project Number: C46305
 Location: 1st Avenue S.W.
 Nature of Work: Install pipe and catch basins.
 Estimate of Costs: \$6,800.00
 Approximate Length 15 L.F.

KING COUNTY ROAD DAY LABOR CONSTRUCTION PROJECT ESTIMATES
 Date 6-22-84
 Project Name: 21st Avenue S.W. - Drainage.
 Project Number: C46306
 Location: at S.W. 154th Street
 Nature of Work: Install concrete pipe and catch basins

Place, off Witte Road S.E. Work 782-7928. Hm 789-6874
CODES
 Labor \$4,860.00
 Equipment Rental \$2,193.00
 Materials \$1,220.00
TOTAL COST \$8,273.00
 7 CEMETERY LOTS. \$450 329-9796.

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1982

County cleaning up Lora Lake

by Louis T. Corsaletti
Times South bureau

A group of Burien-area residents feel King County officials finally have done something right.

That feeling, however, doesn't come without some cynicism. It's been a long battle, including the threat of a lawsuit, but homeowners around privately owned Lora Lake are reaping the spoils of that battle.

Wally Watson, a homeowner, said that for years he and other people living around the lake have complained about pollution and siltation caused by surface-water runoff from roads and highways, and siltation from development in the lake's drainage basin.

The 5-acre, man-made lake was becoming shallow, polluted and in danger of spawning dense plant growth, Lora Lake folks com-

plained. The 11 homeowners were concerned that deposits on the lake bottom would feed milfoil growth.

The County Public Works Department finally hired Marine Construction & Dredging of Mt. Vernon, at a cost of \$29,000, to clean out the lake. The job began Nov. 12, and should be finished early next month.

Larry Gibbons of the Public Works Department said that 12,000 cubic yards of sediment and silt will be removed. Large catch-basins to trap oils and floatable materials will be built, in addition to a sediment-settling basin to collect finer materials.

"It's a one-time shot to clean out the lake and bring it back to its 15-foot depth," Gibbons said.

The Port of Seattle says its OK to put the materials being dredged from the lake on Port property

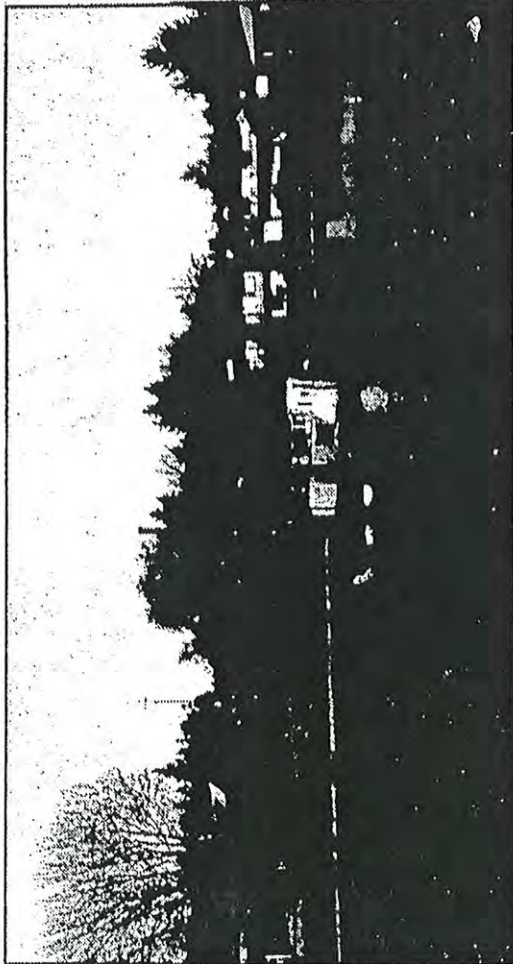
about 400 feet away. Later, the deposits will be graded off and probably seeded with grass, Gibbons said.

The dredging process is somewhat complicated, said Ernie Roque, Marine Construction & Dredging's project engineer. The firm is using a hydraulic suction cutter-head dredge.

Simply, it is a floating dredge which has 4-foot diameter cutting head which loosens up materials on the lake bottom. At the same time, an 8-inch suction pipe siphons the materials mixed with water up from the lake and transports the sand, silt and gravel to the dumping site 400 feet away.

Roque said the unit is capable of pumping out 150 cubic yards of materials and water an hour.

When finished, the lake bottom will be clean, level and of uniform depth, he said.



Bruce McKim / Seattle Times
Lora Lake near Burien is getting a \$29,000 cleanup job after 11 homeowners complained to the county that the lake was getting more and more shallow because of runoff deposits.

Tuesday, October 26, 2010 | Overcast, mist, light rain, 46.4 °F

Letters Classifieds Sign in Contact Us

Front Page

Burien approves funding for human services Burien will spend \$186,000 on various human service programs ...

News

Did D.B.Cooper get off plane at McChord? With the Highline Historical Society's D.B. Cooper exhibit ...

Sports

Mt. Rainier edges TJ Mount Rainier head soccer coach Jerry Cappodanno has found plenty ...

Opinion



Police Blotter

Burien fatal crash, Tukwila hate crime top police blotter Witnesses sought to fatal accident Investigators are seeking ...

Real Estate

Click here to see o Estate Listings!

OPINION

SLIDESHOW: Where have all the salmon gone?

Teamwork made America the sparkling jewel it is

Babe recalls Vacca pumpkin patch, Lora Lake

Two shows for a dime in old White Center

90-year-old Hank Bakken has led a remarkable life

School Board member calls for reform of Highline schools

Playing marbles is a lost art

Her husband's carvings live on in their White Center home



Painting by Barbara Joyce

Redefining the Middle School Experience

Explorer West Middle School
206-935-049

MOST VIEWED

Time to change the sheets and shake out the bed!

Burien fatal crash, Tukwila hate crime top police blotte

Sea-Tac aviation pioneers recall Golden Age

SLIDESHOW: CLICK ON THE IMAGE TO PLAY SLIDESHOW. This watercolor by Barbara Joyce depicts the old Vacca Farm stand on Des Moines Way South near South 152nd Street. The stand served as the favorite place to get Halloween pumpkins for Highline children before it was replaced by the third runway.

Babe recalls Vacca pumpkin patch, Lora Lake

By Jerry Robinson, Publisher
2010-10-19

When Felix Vacca arrived in America from Italy in 1906 he found his way to the Rainier Valley, then South Park and eventually Sunnydale by 1926.

His son and daughter, Angelo and Angelina, were raised on the 6 acres Felix purchased along Des Moines Way South near 152nd street.

It became Vacca's Pumpkin Patch and a family tradition where for many years people would come from all directions to purchase his prized creations.

Not far from her birth home, just over the hill at 146th, Angelina tells us about those famous pumpkins and her grandchildren and great grandchildren who keep her young.

In the late '40s, Angelina or "Babe" remembers Frank Anderson who dug a large hole on some adjacent property creating a lake he named Lora after his mother Lora Anderson.

Not much more than 12-feet deep, the lake was quite popular with the kids, becoming the local swimming hole. Babe's daughter, Donna Yellam, often swam around the perimeter in the '60s. It was not to last.

Eleven years ago, the Port of Seattle bought the Vacca land and the lake to build the controversial third runway. The fish-filled five acre wildlife jewel built by Anderson was filled in and the Japanese garden down the road a piece was also demolished; rebuilt in the city of SeaTac as a duplicate of the original with the exception of the famous Koi in the ponds.

While the patch is misty history, the lake a marshy grove, the love of kids, pumpkins and Halloween is still her Vacca family tradition.



Loading comments...

"Just call me Carl"
How to handle your feelings
100 years of being valuable to the community

Des Moines may reap benefit from seed planted in China

'All in favor of giving Uncle Frank a raise, say Aye'

Paddleless on the Point in Burien

What to do if your dog is barking excessively

True health care begins locally

Smartest losers are the big winners, according to the professionals

Not sure how, but hypnosis works

All kinds of Eagles inhabit Three Tree Point

Summer intern signs off

Des Moines veteran, world traveler charms seagulls

Publisher saved new bride from Federal Way rat

Calling 'Mayday' in the morning

Good time had by all despite reunion jitters

Is it time for us to redefine "Public Education?"

CLASSIFIEDS ONLINE
CLICK HERE TO

- Place Ad Online
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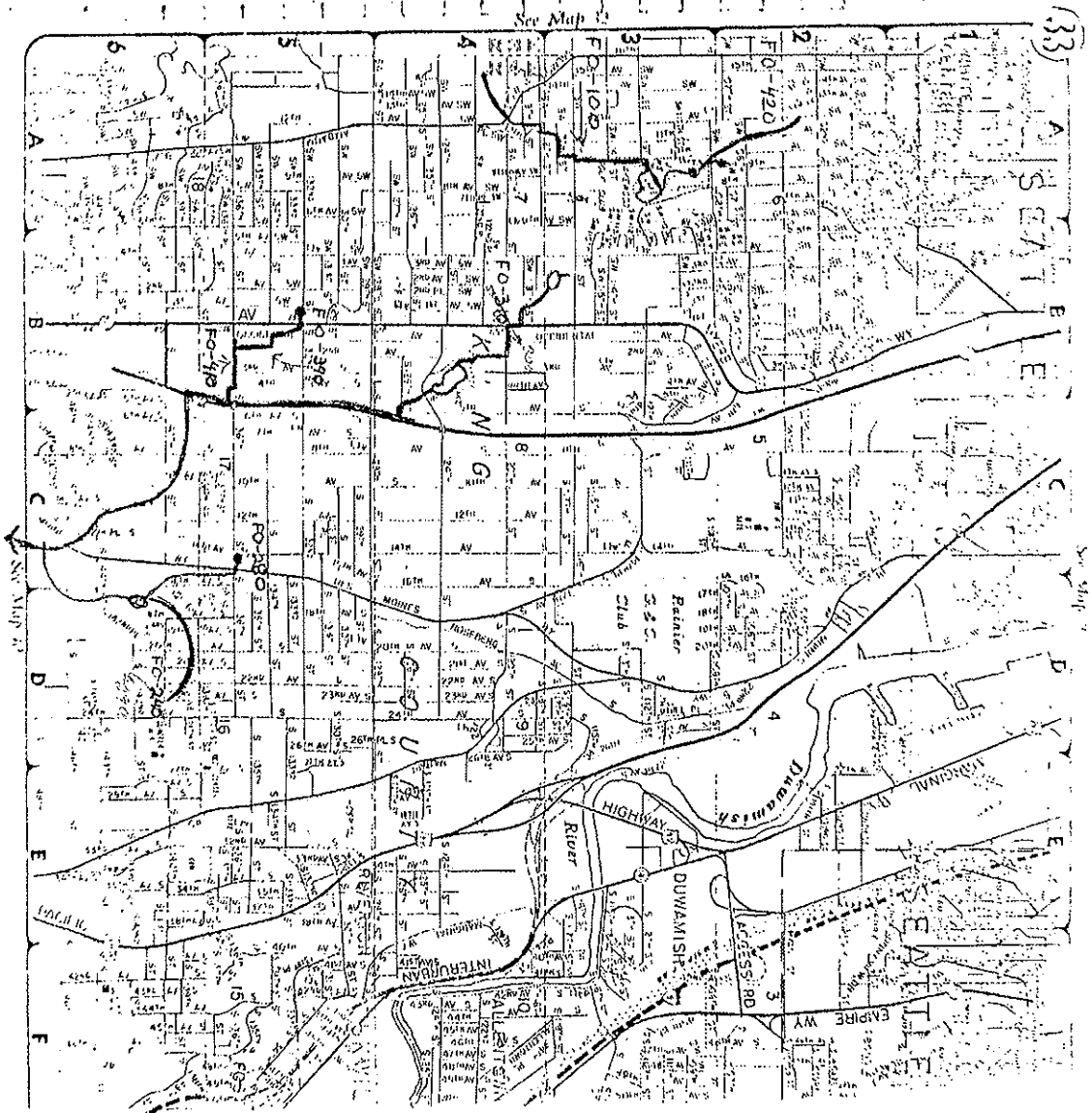
Did D.B.Cooper get off plane at McChord?

Des Moines, Federal Way firefighters wear pink

King County Sheriff's captains and court protection men to forgo COLA for 2011

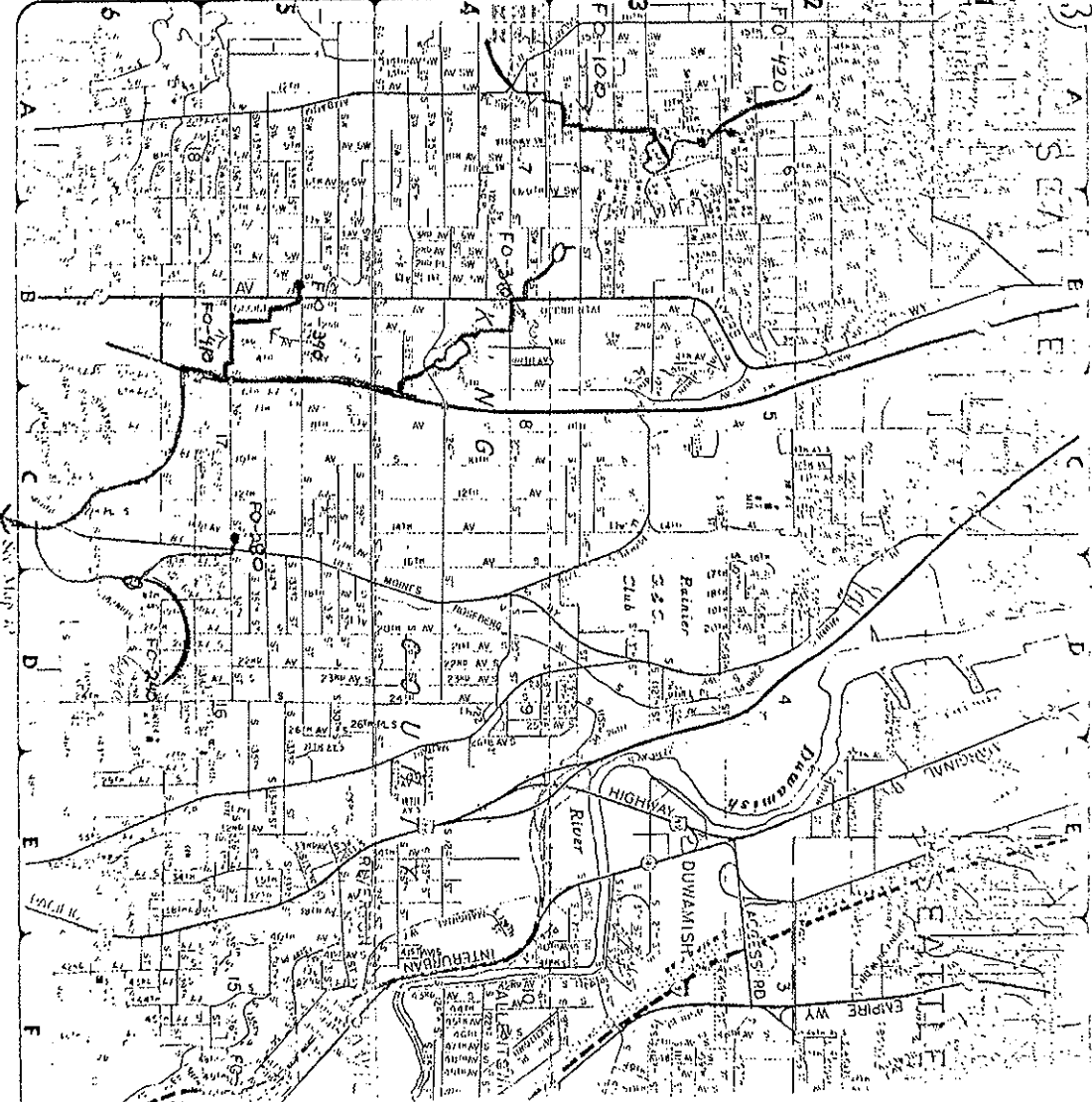
Why did Burien release dangerous dog to another city

| SYSTEM NUMBER | OUTLET | DESCRIPTION | MAINT. SIZE | ACRES DRAINED | R'W | DRAWN |
|---------------|--------|--|-------------|---------------|-----|-------|
| 300 | 010 | continues to the north side of S. 120th Street, turns west to the west side of 1st Avenue S., then north to S.W. 119th and 1st Avenue S. At this point water is picked up from the ditch. This ditch is outletted into by a pipe coming down from a ponding area north of 1st Place S.W. and S.W. 119th. From this pond, a small ditch extends to north of S.W. 116th. | H 48 | | | |
| 310 | 010 | Outlets into a small lake behind 1009 S. 154th. The line crosses Des Moines Way S. at 15006, goes up to Burien Auto Wrecking and crosses to the west on the north side of the yard. Line continues to 8th Avenue S. and crosses in front of 14853 8th Avenue S. This system picks up street drainage, runoff and some water from the state highway. | H 24 | | | |



See Map 133

133



See Map 133

133

**KING COUNTY DEPARTMENT OF
TRANSPORTATION, ROAD SERVICES DIVISION**

**Department of Public Works Historical Files:
Folder titled "Lora Lake"**

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: J. L. DeSpain
From: Jan Klippert
Subject: Silting -- Lora Lake

175 SEP 9 1975
Date: September 9 1975

KING COUNTY
DEPARTMENT OF PUBLIC WORKS

RECOMMENDATION

It is recommended that the Department of Public Works initiate action to assist in removing silt from Lora Lake.

BACKGROUND

Lora Lake lies in the Miller Creek drainage basin. It acts as a holding pond and discharges into Miller Creek. It lies near the intersection of Des Moines Way and SR 518.

The Community Relations Section received an inquiry from Wally Watson, 15040 Des Moines Way (447-3890) requesting that the Department of Public Works assist residents in removing silt from the Lake. Residents would remove dirt from the lake and bring it to shore. The Department was requested to dispose of the silt.

Following receipt of the inquiry the Community Relations personnel reviewed the request with both Messers. McAuliff and Gillespie. Both indicate that they do not have jurisdiction or funds for this project. Our review indicates that it will be to the advantage of the County to assist the residents in their effort to clean Lora Lake.

REASONS FOR TAKING POSITIVE ACTION

It appears that the Department of Public Works should take favorable action because of the following conditions:

1. The Court settlement in the Kludt vs. King County Miller Creek problem, paragraph 14, states:

"King County Department of Public Works will maintain and operate any holding ponds which form part of a County operated regional drainage management system."

Lora Lake is identified as a part of the holding pond system for Miller Creek.

2. Enclosed drainage systems entering the Lake from County easements serve Des Moines Way, 8th Avenue South, SR 518, and adjacent areas.

The silting of the Lake does not appear to be caused by adjacent residents but from materials carried through County easements and from other publicly owned lands.

September 9, 1975

3. On two earlier occasions the Department of Public Works entered the properties to repair, install or clean drainage lines. Lora Lake could be considered to be a drainage line; an extension of the easement across the Lake to Miller Creek. If considered as a part of the drainage line, it will be entirely appropriate to assist in silt removal.
4. More frequent cleaning of a small area of the Lake may be more beneficial and economical than major cleaning of the whole lake less frequently.
5. Such cleaning would increase capacity of the Lake.
6. Such assistance by the Department of Public Works would indicate positive response to the Court action, be consistant with the Sea-Tac Communities Plan, and would be consistant with the RIBCO studies regarding water quality.
6. It appears as if corrective action now would be less costly than if taken later, especially since residents are willing to participate.

REASONS FOR NOT TAKING ACTION

Our review indicates some reasons for not taking action:

1. Jurisdictional confusion seems to exist in determining if Road Maintenance or Hydraulics Division has jurisdiction for silting or taking other corrective action.
2. Lora Lake is a private lake, ownership is held by adjacent owners as tenants-in-common.
3. Part of the silting appears to be caused by materials originating on Washington State Highway Department, SR 518, right of way. Participation by the Washington State Highway Department would appear justified.
4. Concern was expressed as to this action by that the Department of Public Works would set a precedence.

SUMMARY AND CONCLUSIONS

It appears that Lora Lake is an important part of the Miller Creek, storm drainage system. Its capacity is decreased by silting occurring near the source of water, a Department of Public Works drainage easement serving 8th Avenue South and Des Moines Way.

Tenants have volunteered to assist in silt removal. Department of Public Works participation would be minimal.

Upon notification of action by the Department, I should contact Wally Watson at the earliest possible time.

JPK:mr

Welpman

KING COUNTY
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Don Horey, County Road Engineer
via Jim McAuliff, Operations

October 9 75

To: _____

Date: _____ 19 _____

From: W.B. Gillespie

Subject: Lora Lake Silting

We do not concur with Jan Klippert's recommendation in his memo dated September 9, 1975, regarding the above subject, for the following reasons:

- 1) We are not presently operating a "regional drainage management system" as alluded to in the 'Kludt' case. As a matter of fact we are still studying the Miller Creek Basin and no system has evolved yet!
- 2) Silt may be carried to the lake through the system reconstructed by the County. However, there is presently no blockage in this closed conduit.
- 3) County did in fact repair these lines. As a matter of courtesy, did accommodate the lake owners by bailing the silt from the lake. No commitment was made for further work in the lake.
- 4) No comment
- 5) No comment
- 5) Assistance as recommended by Klippert is not germane as no monies have been appropriated to implement construction work resultant to the Kludt case, Sea-Tac Community Plan, or RIBCO.

General Comments:

At such time as we do engage in lake management, the determination as to the type of work to be accomplished, scheduling, and funding will hopefully be at the discretion of the operating division. In no case should a maintenance program be dictated by others.

WBG:lmw

KING COUNTY COUNCIL

Paul Barden, District Seven



Residence:

19907 4th Avenue S. W.
Seattle, Washington 98166
(206) 824-1979

Room 402, King County Court House
Seattle, Washington 98104
(206) 344-4044

November 14, 1975

TO: JEAN DE SPAIN, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

FROM: PAUL BARDEN
KING COUNTY COUNCIL

SUBJECT: DRAINAGE INTO LORA LAKE

Mr. Wally Watson, 15040 Des Moines Way South, 447-3890, has contacted this office with a complaint concerning a drainage channel which is running into Lora Lake. The run-off is reportedly carrying silt and junk into the lake. Mr. Watson believes the drainage channel to be a County responsibility and has requested some assistance from the County in clearing out the debris. He says his request has been rejected by a person named Bud Erickson.

I would appreciate your help in responding to Mr. Watson. Thank you for your attention.

/jm

Per your information

December 22, 1975

Mr. Paul Barden
King County Court House
Room 402
Seattle, Washington 98104

Dear Mr. Barden:

I received the report from Mr. Jean DeSpain's office regarding the County's dumping of run off water on a private lake called Lora Lake.

It indicated that the County does not acknowledge the build up of silt being dumped into the Lake from the County's drainage pipes as being the responsibility of the County. My question is, whose responsibility is it to assure private property owners that the property is not trespassed, polluted and filled with silt without their agreement.

Federal statute, developed three or four years ago, prohibits counties, state, and cities drainage run off, whether into streams, or rivers that flow to the Sound because of the environment impact on coast lines. The redirection of run off along Eighth Avenue South and Des Moines Way during the past three years by the County into Lora Lake, which in turn runs into Millers Creek, circumvents the intent of Federal regulations.

I would appreciate the opportunity to personally show County engineers and yourself the impact of the silt and debris which is being dumped into Lora Lake.

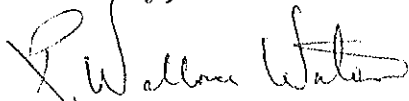
Incidentally, I find no where in County records where easements by the owners of Lora Lake have been granted to the County to dump water into the Lake.

We do not wish to seek court action on this, we would simply appreciate having the County rectify the silt condition, which amounts to ten to twelve yards of soil at this time, or, one truck load.

It is also the County's responsibility to maintain a dike on the east side of Lora Lake, parallel to Millers Creek. During the recent flooding, this dike washed out and needs to be repaired. There are water reservoirs in that area and there is a potential health hazard unless the dike is repaired.

We appreciate your efforts as our Councilman and hope that through your efforts we can receive attention in these matters.

Sincerely,



R. Wallace Watson, President
Lora Lake Shore Club

RWW

CC: Shore Club Members
Warren Magnason

*Please
set up
a tour w/ RWWKS*

For your file 11-106
RHF
Record Center

KING COUNTY
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: Paul Barden, County Councilman

Date: December 2, 1975

From: Jean DeSpain

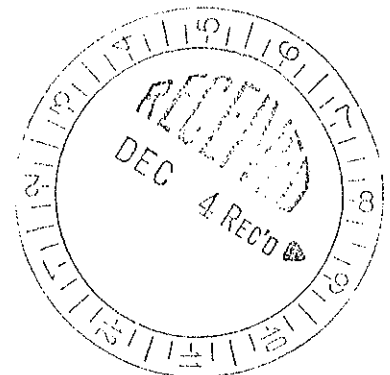
Subject: Lora Lake Drainage

A drainage system has existed for some time from 8th Avenue South, through the wrecking yard to Des Moines Way, across Des Moines Way and down to Lora Lake. The system through the wrecking yard was private and not maintained by the County. Due to the way the pipe was laid at this location and because the pipe was undersized, it became plugged causing drainage back up and flooding the area around SR518 and 8th Avenue South. Since it is a main drainage course the County obtained an easement from the owner of the wrecking yard and relayed the storm drain from 8th Avenue South to a manhole just above the lake.

A delta existed at the outlet to the lake before any construction in this area was done. While we were working in the area a length of eight-inch pipe installed at the outlet by the sewer district, that was full of silt, was removed at the property owners request. He also asked if we could help in any way in removing silt from the delta. We then removed as much as we could by hand. When the new line was constructed, catch basins were added to help any silt or debris that might be carried into the line. These catch basins are cleaned on a regular basis. Also the ditch along 8th Avenue South was tiled and catch basins were installed to prevent erosion from that area. There is now only about 15' or 20' of open ditch along this system on 8th Avenue South.

The delta at the pipe outlet does not seem to have changed a great deal since before the new storm drain was installed. Also no silt or debris is created by the storm drain as it eliminates erosion, keeping debris out of the system and providing catch basins to trap any silt that may be carried down from further upstream. Because of this, and the fact that we have never assumed maintenance of other lakes in the County, we do not feel we can provide assistance in the cleaning of Lora Lake.

JLD/JHM:cs



JOINT SEATTLE - KING COUNTY
OFFICE OF THE OMBUDSMAN
AND CITIZEN COMPLAINTS

ROOM 213 KING COUNTY COURT HOUSE - SEATTLE, WASHINGTON 98104 TELEPHONE: 344-3452 OR 583-4430

January 13, 1976

Mr. Jean L. DeSpain
Director, King County Department
of Public Works
900 Administration Building
Seattle, Washington 98104


Dear Mr. DeSpain:

Mr. Wally Watson, 15040 DesMoines Way South, lives on property fronting on Lora Lake. He has concerns about the rising level of the lake during periods of high precipitation and high runoff.

According to Mr. Watson, approximately three years ago Southwest Suburban Sewer District installed a sanitary sewer line along 12th Avenue South. 12th Avenue South forms the east border of the lake. As a result of the backfilling of the ditch dug for the sewer line the earth which forms the dike between Lora Lake and Salmon Creek has lowered. As a result, during periods of high surface water runoff, Salmon Creek has overflowed its bed and filled Lora Lake. It has also eroded the dike. Enclosed is a picture taken of the area in question.

Would you review this to ascertain if the County has a responsibility for it? Could you propose a solution for building up the dike?

Yours very truly,


Bob Wells
Deputy Ombudsman

BW:lcw

Enclosure: Photograph of Ombudsman

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

Bob Wells, Deputy Ombudsman

Date: January 22 19 76

from: JEAN L. DeSPAIN, Director, Public Works

Subject: DRAINAGE, 15040 Des Moines Way South

Representatives from the Operations and Hydraulics Divisions met with Mr. Wally Watson to go over this problem.

The dike was built by the local sewer district during recent sewer line construction. It is on a portion of unopened county right of way and is not maintained by either the Operations or Hydraulics Divisions. It appears the Lake Shore Club has two options open to them; request that the sewer district make repairs or obtain a right of way permit and make repairs themselves. As an interim solution Hydraulics has indicated that they would provide the sand and sacks for sandbags to fill the low area in the dike if the club would provide the labor.

Attached is a memo from Jean DeSpain to Paul Barden on the silting.

JHM/hrb

Attachment

RECEIVED
KING COUNTY OFFICE OF
CITIZEN COMPLAINTS

7 8 9 10 11 12 1 2 3 4 5 6
A.M. P.M.
7 8 9 10 11 12 1 2 3 4 5 6

March 26, 1976

Mr. R. Wallace Watson⁺
15040 Des Moines Way South
Seattle, WA 98148

Dear Mr. Watson:

Confirming our telephone conversation this date regarding the siltation at the culvert outlet on the northwesterly corner of Lora Lake, the following is our agreed approach.

King County will perform extraordinary maintenance of the catch basins connected to this drain and will observe the small delta formation for any added siltation until late next fall. If the silt problem gets more severe than at this time, we will examine the pipe for leaks and repair as necessary.

We will, at that time, meet and agree on an appropriate solution to the removal of the delta and make a determination of responsibility of sharing for same.

It is my understanding that the "dike" problem you have alluded to in the past has been corrected as a result of your contact with the local sewer district.

Sincerely,

J. L. DeSpain, P.E.
Director

JLD:m
cc: Paul Barden
Don Horey

15040 Des Moines Wy. South
Seattle, Washington 98188

September 16, 1976

Mr. Jean DeSpain
Department of Public Works
900 King County Administration Bldg.
Seattle, Washington 98104

Dear Mr. DeSpain:

I have spoken with you and some of your staff in the Roads Department and also in Hydraulics relative to the silt build up in Lora Lake brought about by the County draining into the lake.

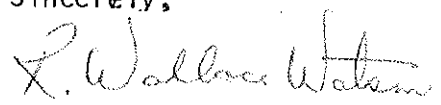
You personally told me that by late summer or early fall you would once again meet with the residents or representatives of the Lora Lake Club regarding what could be done with the problem of silt. I would appreciate it if you would arrange that meeting in the near future.

Once again, the Lora Lake Club has been and continues to be willing to work with you in rectifying the problem.

Councilman Barden has been out and surveyed the silt problem and feels that there was perhaps some obligation on the part of the County to assist us with this.

Thank you for your attention in this matter.

Sincerely,



R. Wallace Watson, President
Lora Lake Shore Club

RWW/jlb
CC John Spellman, County Executive
Paul Barden - County Council
Bob Erickson - Attorney

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: Jean DeSpain Date: 10 December 7, 19 76

From: Jim McAuliff JM

Subject: Lora Lake

The silt delta at the outlet of the storm drain was cleaned and removed by our crews October 27th. Material removed was deposited at the other end of the lake along the dike, near the outlet at the direction of the lakefront property owners.

JM:cc

December 8, 1976

Mr. R. Wallace Watson
15040 Des Moines Way South
Seattle, WA 98148

Dear Mr. Watson:

In response to your September 16, 1976, letter, I'm sure you are already aware that our maintenance crews were in Lora Lake on October 27 and removed the small delta near the outlet. Further, and at the direction of lakefront property owners, the removed material was deposited at the southerly end of the lake along the existing dike.

We will continue the extraordinary maintenance on the catch basin inlets connected to the drain and therefore do not anticipate a recurrence of the silting problem.

Thank you for your patience on this matter. At this time, I see no reason to hold a meeting as suggested in your September 16 letter.

Very truly yours,

J. L. DeSpain, P.E.
Director

JLD:ms

cc: John Spellman
Paul Earden
James McAuliff

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: Paul Hooper/Jim Guenther

Date: February 7

79

From: Jim McAuliff, JGM

Subject: Lora Lake Drainage

At the meeting John Grover and I attended with Mr. Watson, spokesman for the residents on the lake, it was suggested that we look at the possibility of re-routing the drainage around the north end of the lake either directly to Miller Creek or to the east side of the lake. I have discussed routing the drainage directly to Miller Creek with both Larry Gibbons of Hydraulics and Darrell Syferd of the Prosecutor's Office. They are both of the opinion that this could be in conflict with the court order regarding drainage increases in this basin. With a direct bypass, the flood storage and retention the lake now provides would be lost.

The drainage could, however, be directed to the easterly side of the lake by going around either the north or south end. Both routes are feasible providing approximately a 1% grade. The northern route while longer, 1051', is entirely on county right of way and does not require the deep cuts the southern location would. Also, the outlet for the storm drain could be located near the overflow for the lake. The estimate for the cost of this line is \$34,340. The southern route is 839' in length, but would require fairly deep cuts over most of its length that run from 12' to over 15'. Also, an easement would be required from Des Moines Way to the lake; the cost for it is unknown. The storm drain outlet would be closer to the existing homes and farther from the overflow for the lake. The estimated cost of this line is \$37,578.

Both lines are above the day labor limit for county force construction and would have to be contracted. However, this would finally solve this problem and I recommend we consider contracting a storm drain for the northern route around the lake.

JHM:d1
Attachment

LORA LAKE DRAINAGE

North end of Lake

| | | | | |
|-----------|---|-------------------------------|---|--------------|
| 1061' | - | 24" Pipe @ \$20.00/Ft. | = | \$21,220 |
| 6 | - | Type II CB's @ \$1,000.00 ea. | = | 6,000 |
| LS | - | Restoration \$3,000.00 | = | 3,000 |
| LS | - | Pipe Bedding \$1,000.00 | = | <u>1,000</u> |
| Sub-total | | | | 31,220 |
| Engr. 10% | | | | <u>3,120</u> |
| Total | | | | \$34,340 |

South end of Lake

| | | | | |
|-----------|---|--------------------------------------|---|-----------------|
| 809' | - | 24" Pipe @ \$20.00/Ft. | = | \$16,180 |
| 3 | - | Type II CB's @ \$1,000.00 ea. | = | 3,000 |
| 1375 CY | - | Str Exc A \$6.00/CY | = | 8,250 |
| 700 SF | - | Shoring & Cribbing 4'-10'@\$0.35/SF | = | 245 |
| 8375 SF | - | Shoring & Cribbing 10'-15'@\$0.50/SF | = | 4,187.50 |
| LS | - | Restoration \$1,500.00 | = | 1,500 |
| LS | - | Pipe Bedding \$800.00 | = | <u>800</u> |
| Sub-total | | | | 34,162.50 |
| Engr. 10% | | | | <u>3,416.25</u> |
| Total | | | | \$37,578.75 |

MEMORANDUM

Date May 16, 1979

To Councilman R. R. "Bob" Grieve
From James W. Guenther, Director *JWG*
Subject Lora Lake Drainage

Public Works has looked at various alternatives to reduce the influx of silt to Lora Lake from an existing drain line that serves an area west of Des Moines Way South.

We will proceed to secure an easement from the property-owner on the west side of Des Moines Way South on which to construct a sand trap in the drain line that will collect the solid material from the runoff waters before it flows into the lake. If this action can proceed without undue delay, the sand trap will be in place before the end of this year.

If additional information is required, please contact Paul Hooper of my staff at 7490.

JWG/PCII:mym

cc: John D. Spellman

bcc: Hydraulics
Operations

MEMORANDUM

Date July 5, 1979

To Bob Grieve, Councilman

BT

From Jim Guenther, Director *JUG*

Subject Lora Lake Drainage

The above subject lake is a recipient of surface drainage that carries fine sand and silt. Because of the size and weight of these materials, they stay in suspension even in low velocities and are thus difficult to filter from the system.

The recommended construction, to improve the lake condition, would be to construct a new storm drainage system around the north end of the lake to include a standard manhole type oil separator and a rock weir at the outlet to control siltation. After this system has been completed, the residents will be able to remove those materials that have built up at the existing pipe inlet to the lake which will be eliminated.

Funds for this project are being scheduled in the 1980 Capital Improvement Program. The total estimated cost is \$45,000.00.

JG:JM:cc

4)

cc: John Spellman, Co. Executive

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: Paul Hooper
From: Mary M
Date: August 7 19 79
11:15 a.m.
Subject: Robert L. Erickson, Attorney representing Lora Lake Propertyowners Asso.
3822 Sea-First National Bank Building
Seattle, 98154
Phone: 623-8388

He called for Guenther today, but Stoa thought Jim would ask you to handle this so she relayed the information to me.

Mr. Erickson would like a letter from the county, signed by Guenther, confirming the information that was given to Wally Watson during discussion and meetings you and Jim McAuliff had with him, i.e., county agreeing to divert the drainage away from the lake and that this project is being put into our 1980 budget.

Shall I have Jim McAuliff prepare the letter?

yes please
By *8/10/79*



*Waterways Lora Lake -
Record Center*

King County State of Washington
John D. Spellman, County Executive

Department of Public Works
James W. Guenther, Director
900 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104

Telephone: (206) 344-2517

August 13, 1979

Mr. Robert L. Erickson, Attorney
3822 Sea-First National Bank Building
Seattle, Washington 98154

Re: Lora Lake Drainage

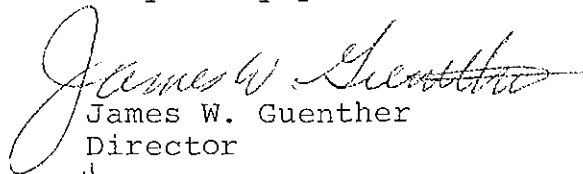
Dear Mr. Erickson:

The County has agreed to the following improvements to the storm drainage system entering Lora Lake.

The new system will consist of a storm drain around the north end of the lake and will include a standard manhole type oil separator and a rock weir at the outlet to control siltation. After the storm drain has been installed, the property owners will be able to remove the material that has built up at the mouth of the existing pipe into the lake. This pipe will be blocked so that no street drainage enters the system, however, it will continue to act as a footing drain for some of the existing residences.

Funds for this project are being scheduled in the 1980 Capital Improvement Program. The estimated cost is \$45,000.

Very truly yours,


James W. Guenther
Director

JWG:JHM:cc

A-1497

ROBERT L. ERICKSON
ATTORNEY AT LAW

3822 SEA FIRST BLDG.
SEATTLE, WASHINGTON 98154

November 13, 1979

TELEPHONE
AREA CODE (206) 682-8850

Mr. James W. Guenther, Director
Department of Public Works
900 King County Administration Bldg.
500 Fourth Avenue
Seattle, Washington 98104

Our File: 34-369

Re: Lora Lake Drainage

Dear Mr. Guenther:

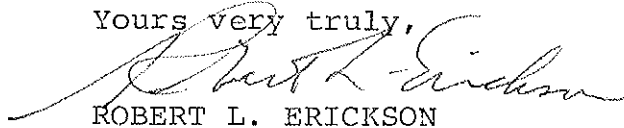
By way of further communication in Lora Lake Drainage Matter, I have two thoughts in response to your letter of August 13, 1979.

First, since 1980 is fast approaching, my clients are quite interested, and rightly so, in an idea of an approximate date when work will start on improvements to the storm drainage systems.

Second, concern is that the property owners of Lora Lake are quite agreeable to the improvement work as you have outlined in your letter of August 13, 1979, with the proviso that all work will be done so that no further damage or problem will be caused at the lake. I am sure that this is the understanding in your office as well as mine, but I thought I should express in writing that we expect the work to be done in a neat, workmanlike manner.

Please respond at your earliest convenience letting me know of the date, or approximate date, when work will commence on this project.

Yours very truly,



ROBERT L. ERICKSON

cc: Mr. R. Wallace Watson

RLE:dm

NOV 15 1979
10:00 AM
COMMUNICATIONS SECTION
CITY OF SEATTLE

King County State of Washington
John D. Spellman, County Executive

CCF A-1497
RECORD CENTER

Department of Public Works

James W. Guenther, Director
900 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104

Telephone: (206) 344-2517

November 15, 1979

Mr. Robert L. Erickson
Attorney at Law
3822 Sea First Building
Seattle, Washington 98154

Dear Mr. Erickson:

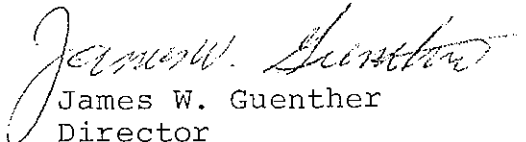
This is in reply to your letter regarding the proposed drainage project for Lora Lake.

The project has been submitted as part of our 1980 Capital Improvement Program. Funds will be available upon passage of the program by the County Council. We expect to begin design in January and advertise for contract during March or April.

The storm drainage system will be installed by a qualified contractor, with inspection provided by the Contracts and Standards section of this department. We also expect the work to be accomplished in a workmanlike manner with the minimum amount of disturbance as possible.

I hope this has answered your questions on the project.

Very truly yours,


James W. Guenther
Director

JWG:JHM:cc

cc: Rex Knight, Engineering Services
bcc: County Councilman Grieve

FILED

9/22/80

10/1/80

King County
Dept. of Public Works

MEMORANDUM

Date January 22, 1980

To JIM POMEROY / BOB BROSTROM

From REX KNIGHT / DAVE BURCOMBE *RR*

Subject LORA LAKE DRAINAGE
C.I.P. 600680

Please authorize the \$12,000 preliminary engineering funds in the current budget for this project.

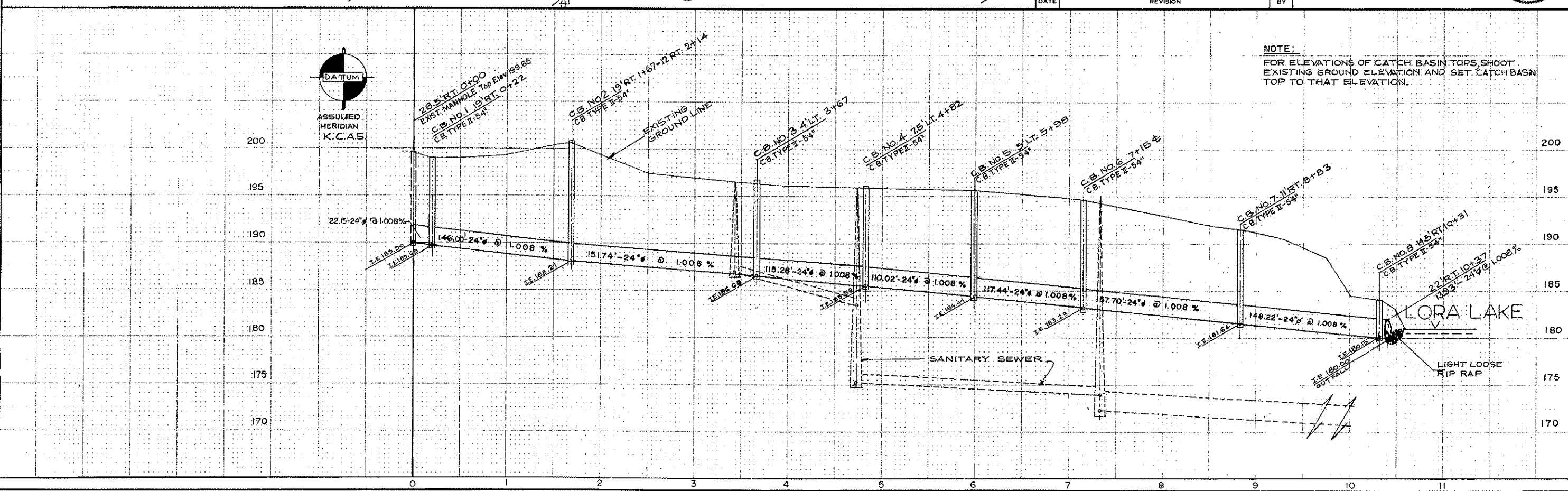
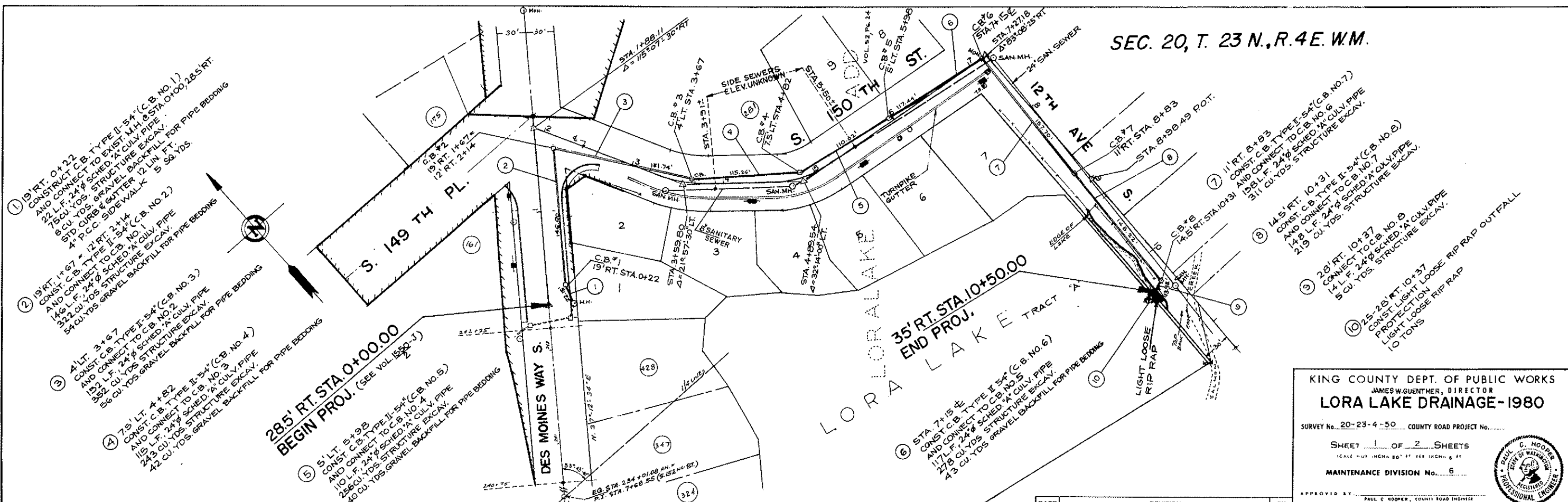
We wish to distribute these funds in the following manner:

| TASK CODE | DESCRIPTION | ALLOCATION |
|-----------|---------------------|------------|
| 102 | Survey | \$ 1,400 |
| 103 | Design | 9,900 |
| 105 | Community Relations | 200 |
| 108 | Administration | 500 |
| TOTAL | | \$ 12,000 |

RHK/DB:vw

cc: W. Burchard
P. Taisey
K. Olsen

| | | |
|----------|---------|--------|
| PLAN | DATE | BY |
| SURVEYED | 2-9-50 | BENTON |
| NOTED | 3-27-50 | W.C.K. |
| NO. 1550 | | |



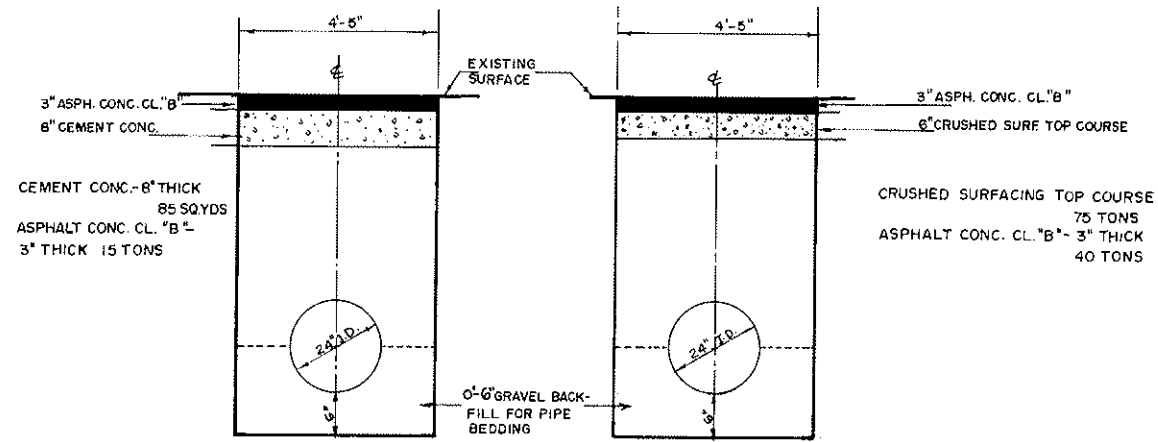
| | | |
|----------|---------|--------|
| PROFILE | DATE | BY |
| SURVEYED | 2-9-50 | BENTON |
| NOTED | 3-27-50 | W.C.K. |
| NO. 1550 | | |

NOTE:
FOR ELEVATIONS OF CATCH BASIN TOPS, SHOOT EXISTING GROUND ELEVATION AND SET CATCH BASIN TOP TO THAT ELEVATION.

KING COUNTY DEPT. OF PUBLIC WORKS
 JAMES W. GUENTHER, DIRECTOR
LORA LAKE DRAINAGE-1980
 SURVEY No. 20-23-4-50 COUNTY ROAD PROJECT No. _____
 SHEET 1 OF 2 SHEETS
 SCALE: HORIZ. INCHES = 80' VERT. INCHES = 8'
 MAINTENANCE DIVISION No. 6
 APPROVED BY: PAUL C. HOOPER, COUNTY ROAD ENGINEER



ROAD RESTORATION DETAILS:



CEMENT CONC.- 6" THICK
85 SQ.YDS
ASPHALT CONC. CL. "B"
3" THICK 15 TONS

CRUSHED SURFACING TOP COURSE
75 TONS
ASPHALT CONC. CL. "B"- 3" THICK
40 TONS

DES MOINES WAY S.
FROM CURB TO 10' EAST
OF CATCH BASIN #2 - 166 LIN. FT.

S. 150TH ST.
FROM 10' EAST OF CATCH BASIN #2
TO CATCH BASIN #6 - 484 LIN. FT.

SUMMARY OF QUANTITIES

| NO | ITEM | QUANT. | UNIT |
|----------------------|---|----------|----------|
| 1 | MOBILIZATION | LUMP SUM | L. S. |
| 2 | CLEARING AND GRUBBING | LUMP SUM | L. S. |
| 3 | STRUCTURE EXCAVATION CL. "B" | 2061 | CU. YDS. |
| 4 | GRAVEL BACKFILL FOR PIPE BEDDING | 243 | CU. YDS. |
| 5 | SCHEDULE "A" CULVERT PIPE 24"DIA. | 982 | LIN. FT. |
| 6 | CATCH BASIN TYPE II-54" WITH SELF LOCKING METAL LID | 8 | ONLY |
| 7 | SHORING & CRIBBING FOR TRENCHES 4'-10' IN DEPTH | 360 | SQ. FT. |
| 8 | SHORING & CRIBBING FOR TRENCHES 10'-15' IN DEPTH | 10,080 | SQ. FT. |
| 9 | LIGHT LOOSE RIP RAP | 10 | TONS |
| 10 | LABOR FOR TRAFFIC CONTROL @ FIXED PRICE OF \$16.00/HR | 70 | HRS |
| PAVEMENT RESTORATION | | | |
| 11 | CEMENT CONCRETE FOR CURB & GUTTER | 12 | LIN. FT. |
| 12 | CEMENT CONCRETE FOR SIDEWALK, 4" THICK | 5 | SQ. YDS |
| 13 | CEMENT CONCRETE FOR TRENCH PATCH, 8" THICK | 85 | SQ. YDS |
| 14 | ASPHALT CONC. CL. "B" FOR TRENCH PATCH, 3" THICK | 55 | TONS |
| 15 | CRUSHED SURFACING TOP COURSE FOR TRENCH PATCH, 6" THICK | 75 | TONS |

KING COUNTY DEPT. OF PUBLIC WORKS
JAMES W. GUENTHER, DIRECTOR
LORA LAKE DRAINAGE-1980

SURVEY No. 26-23-4-50 COUNTY ROAD PROJECT No.

SHEET 2 OF 2 SHEETS
SCALE: HOB INCH = 50 FT. VEB. INCH = 5 FT.

MAINTENANCE DIVISION No. 6

APPROVED BY: PAUL C. POOPER COUNTY ROAD ENGINEER



DATE REVISION BY

King County State of Washington
John D. Spellman, County Executive

Department of Public Works
James W. Guenther, Director
900 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104

Telephone: (206) 344-2517

November 4, 1980

Mr. Wally Watson
15040 Des Moines Way South
Seattle, WA 98148

Re: Storm Drainage from Lora Lake

Dear Mr. Watson:

As you requested at our meeting on June 10 we are now reviewing the possibility of routing the storm drainage from Lora Lake onto Port of Seattle property.

We have had preliminary meetings with the Port regarding use of their land for a storm drain and retention pond. The Surface Water Management Division will be doing a hydraulic study to size the retention pond and outlet controls needed on this property. Also, additional funds over and above what is now budgeted are being requested for this project in 1981.

This new route will delay actual construction approximately one year as was explained to you. At this time, we do not feel that construction will start until early summer of 1981. I hope this will help bring you up to date on this situation.

Very truly yours,


Paul C. Hooper, P.E.
County Road Engineer

PCH:JHM:cc

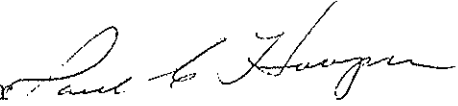
2/13/81

DPW (111)

MEMORANDUM

Date May 19, 1981

To Rex Knight, Design Engineer
Paul Taisey, Operations Engineer

From Paul C. Hooper, County Road Engineer 

Subject LORA LAKE - CITIZENS MEETING

The meeting with the residents at Lora Lake has been confirmed for Thursday, May 28, 1981, at 7:30 PM in the home of Wally Watson at 15040 - Des Moines Way S. At this meeting I intend to reach an agreement on a design scheme, and I plan to proceed towards construction during 1981. Furthermore, I intend to come to an agreement regarding present and future cleaning of the lake.

By a copy of this memo, I am requesting Larry Gibbons of the Surface Water Management Division to attend this meeting.

PCH/pe

cc: Sandy Adams
Dave Aggerholm
Larry Gibbons

5/31/81

RECORD CENTER

MEMORANDUM

Date May 21, 1981

To Rex Knight, Design Engineer
Paul Taisey, Operations Engineer

From Paul C. Hooper, County Road Engineer *PCH*

Subject LORA LAKE - CITIZENS MEETING

George Martonik of Councilman Greive's Office called me today to advise that the meeting with residents at Lora Lake will be held at the home of Frank Yellam at 15052 - Des Moines Way S. This is a revision from my memo of May 19, 1981.

The meeting time and date remains as previously indicated: Thursday, May 28, 1981 at 7:30 PM.

PCH/pe

cc: Sandy Adams
Dave Aggerholm
Larry Gibbons

MEMORANDUM

6-29-81
Date June 2, 1981

RECORDS CENTER

To RECORD

From PAUL C. HOOPER *RHC*

Subject LORA LAKE - CITIZENS MEETING MAY 28, 1981

A meeting was held on the subject of Lora Lake at the home of Frank Yellum, 15052 Des Moines Way South at 7:30 PM on Thursday May 28, 1981.

County staff attending were the following:

Paul Hooper, County Road Engineer
Paul Taisey, Operations Engineer
Larry Gibbons, Project Engineer, Surface Water Management
Stuart MacVeigh, Assistant Design Engineer
Korman Olsen, Road Designer
George Martonik, Representative of Councilman Bob Greive

Adjacent owners who attended are listed in the attached roster.

Mr. Hooper reviewed the County's involvement with Lora Lake since 1975 and earlier, mentioning concerns with problems of drainage and siltation.

Larry Gibbons said most of the silting appeared related to construction in the early '70's, such as construction of SR 518 and re-work of a wrecking yard in the area. Current and future deposit of debris in the inflow at the north-west corner should be much less.

Larry discussed several alternatives:

1. Leave inflow as is. Build loose rock dike on about a 20' radius to create area in which silt can settle out and be removed periodically by County crews. This alternative was cheapest but entailed problems of access for County equipment. Also, the adjacent owners objected that this inflow area already tended to be stagnant and full of debris. The rock dike they felt would only make things worse.
2. Block present inflow. Conduct water by pipe around north and east sides and into Lake in vicinity of present outflow. This would keep the County legal with respect to run-off into nearby Salmon Creek. It would also provide effective catchment of silt by several catch basins in the line before entering

Lora Lake. It would necessitate an easement across a 1' wide strip of property on the east side to permit access for construction and maintenance. Cost of this alternative was within present available funds of about \$120,000. It appeared generally acceptable to the owners present.

3. Create a separate retention pond on Port of Seattle property to the east, by-passing Lora Lake altogether. This alternative appealed to some of the owners but County staff indicated real difficulties. The Port and potential developer were not eager to have the pond and the project would cost in excess of \$250,000. It was also pointed out to the Lora Lake owners that the springs presently supplying the Lake might not continue to flow after further build-up of the area; it would be advisable to maintain the present surface inflow in some manner.

One of the owners, Wally Watson, said he felt the County bore responsibility for the silting up of the Lake, which had resulted in lessening the typical depth from 14 feet to only 9 feet. His attorney had given the owners advice to this effect. He said the County should undertake to clean out the Lake, i.e., remove all the material presumably carried in with the inflow; and thereafter to come back periodically, say every five years, to repeat the process. He said this commitment by the County was more important to him than re-routing the inflow.

There was some further discussion of all these points. Mr. Hooper said he would have to seek advice from the Prosecutor's office as to the extent of the County's responsibility for siltation of the Lake. He said the Department wanted to cooperate with the neighborhood in solving the problem. However in taking any steps, consideration would have to be given to the limitation in public funds and the practicalities of construction and future maintenance. He said that within a few weeks, following study of the situation, Department staff would be back in touch with the owners. If the #2 pipe-around alternative was decided on as being best, construction could possibly be started late this summer.

The meeting concluded with apparent feeling of mutual understanding between County staff and the owners.

SM:cg

Enclosure

cc: All attendees
Darrell Syferd, Deputy Prosecutor
Sandy Adams
Dave Aggerholm

Owners adjacent to Lora Lake who attended meeting on May 28, 1981, with County Staff

| | |
|--|-----------|
| Jimmie Breeze 1041 South 150th Street | (Lot 7) |
| James and Virginia Wilcher 15006 Des Moines Way South | (Lot 1) |
| Marian J. Belt 1029 South 150th Street | (Lot 5) |
| Eleanor S. Vestaunet 15028 Des Moines Way South | (Lot 324) |
| Thomas R. De La Hunt 15016 Des Moines Way South | (Lot 347) |
| Wally Watson 15040 Des Moines Way South | (Lot 325) |
| Marjean Hallstrom 1021 South 150th Street | (Lot 4) |
| Georgia Wardell 1009 South 150th Street | (Lot 3) |
| Mary Minnis 15010 Des Moines Way South | (Lot 428) |
| Frank Yellam 15052 Des Moines Way South | (Lot 405) |

(Only one owner, Johnson, Lot 6, was not represented)

LAW OFFICES OF
HELSELL, FETTERMAN, MARTIN, TODD & HOKANSON
1500 WASHINGTON BUILDING

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GEORGE W. MARTIN
RUSSELL V. HOKANSON
RICHARD S. WHITE
WILLIAM E. CLANCY, JR.
WILLIAM A. HELSELL
GARY F. LINDEN
HAROLD R. ROCKS
RONALD H. MENTELE, INC., P. S.
JOHN E. EDERER
THOMAS W. HUBER
PHILLIP D. NOBLE
NICK S. VERWOLF
DAVID F. JURCA
JAMES H. HICKEN III
LISH WHITEON
HARRY E. JENNINGS, JR.

P O BOX 21846
SEATTLE, WASHINGTON 98111
(206) 292-1144

BRADLEY H. BAGSHAW
EDWARD W. BASSETT
VIOLA BRADY
RALPH J. BRINDLEY
CARL K. CHEN
LINDA J. COCHRAN
ERIC G. EASTERLY
DANIEL S. GRAUSZ
DAVID GROSS
DANFERD W. HENKE
R. BROX LANDSMAN
RUTH HIELSEN
ARDEN J. OLSON
RAOAH L. POWERS
PAULINE V. SMETKA
KAREN A. SOUTHWORTH
KAREN J. VANDERLAAN

THOMAS TODD
LLOYD SHORETT
OF COUNSEL

FRANK P. HELSELL
(1922-1968)

CHARLES H. PAUL
(1942-1978)

COPY
RECEIVED
FEB 3 1982
NORM MALENG
PROSECUTING ATTORNEY
CIVIL DIVISION

February 1, 1982

James L. Brewer, Esq.
King County Prosecutor's Office
E550
King County Courthouse
Seattle, Washington 98104

Re: Lora Lake

Dear Mr. Brewer:

The purpose of this letter is to outline the Lora Lake Shore Club's position with regard to King County's proposal for alleviating the siltation and pollution problem in Lora Lake. Reserving discussion of specific details, the Shore Club will accept a settlement agreement with King County if it contains the following elements:

1. King County will remove an average of four feet of siltation from the entire lake bed;
2. King County will create two additional catch basins above the current outfall into Lora Lake which will be designed to remove sediment and pollutants from the surface water which empties into Lora Lake;
3. King County will place a rock weir system with a 25 foot radius at the outfall location which will be designed to trap sediment and other pollutants from the surface water which empties into Lora Lake;
4. King County will maintain and clean the catch basins and rock weir on an annual basis;
5. All property around Lora Lake which is used by King County to gain access to Lora Lake or to perform the work described

James L. Brewer, Esq.
February 1, 1982
Page Two

in this Agreement will be restored by King County to its original condition;

6. King County will provide the Lora Lake Shore Club with an artist's conception of the rock weir before any work is performed, and will work with members of the Lora Lake Shore Club to make that weir as attractive as possible;

7. King County will perform the various elements of the work set out in this Agreement in a systematic and logical order which will minimize the possibility of additional siltation and pollution in Lora Lake and will allow for the completion of all work by September 20, 1982;

8. King County will reimburse the Lora Lake Shore Club for attorneys' fees and costs which it has incurred as part of its effort to reach an agreement with King County currently totalling \$2,038.00; *why?*

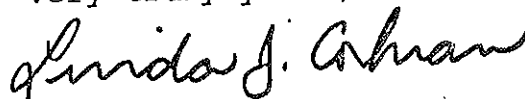
9. King County will reimburse the Lora Lake Shore Club for the time and expenses incurred by R. W. Watson in his efforts on behalf of the Shore Club to reach an agreement with King County (see attached itemization); and *Really why?*

10. Upon completion of the first 9 elements of this proposed Agreement, the Lora Lake Shore Club will release King County from any and all liability for siltation and pollution build-up in Lora Lake which has occurred in the past.

Compared to the cost of the original approach proposed by King County, the above-outlined agreement will provide a huge savings for the County. In light of that savings, the attorneys' fees and damages which the Shore Club has demanded are completely reasonable. This position is further strengthened when one considers the nearly analagous case of Pedersen v. Department of Transportation, 25 Wn. App. 781, 611 P.2d 293 (1980) and the statutory provisions for attorney and expert witness fees which are available to any party bringing an action under the Federal Water Pollution Control Act. 33 U.S.C. §1365.

Let us hear King County's position on this proposed Agreement as soon as possible. If you have any questions, please call David Gross or me.

Very truly yours,



Linda J. Cochran

LJC:ltb
Attachment
cc: R. Wallace Watson

LORA LAKE
Expenses for R. W. Watson

COPY
RECEIVED
FEB 3 1982
NORM MALENG
PROSECUTING ATTORNEY
CIVIL DIVISION

I. Meetings with county administrators regarding siltation:

- A. Bob Grieve meeting
- B. Paul Barden meeting
- C. Full Council meeting and film (mudcat)
- D. Engineering meeting and film with Fredrickson
- E. Meeting with Gunther and staff
- F. Geroge Martinuk, McCauliff and Drawings Engineer
- G. Numerous meetings with roads and hydraulics
- H. Attorney meetings (3)

Total cost for gas and time off work - \$475

II. Lake Work

- A. Shovel out some silt build up twice - 12 hours
- B. Alum purchase to settle out suspension of silt
- C. Clean out of outflow pipe - 16 times
- D. Repair to dyke due to lake overflow - 4 times
- E. Weed and algae control partially caused by weed seed carrying water and silt
- F. Insurance to protect Lake Club from suit from overflow

Total. \$1,850.00

R. W. Watson
1-28-82

OFFICE OF THE PROSECUTING ATTORNEY
KING COUNTY, WASHINGTON
CIVIL DIVISION

E 550 KING COUNTY COURTHOUSE
516 THIRD AVENUE
SEATTLE, WASHINGTON 98104
(206) 583-4437

NORM MALENG
PROSECUTING ATTORNEY

9 February 1982

MEMORANDUM

TO: Paul Taisey, Operations, Dept. of Public Works

FM: James L. Brewer, Deputy Prosecuting Attorney *JLB*

RE: Lora Lake Siltation

Attached is the settlement proposal from the Lora Lake Shore Club. Please review it and let me know when this week we can meet to discuss it and to consider whether litigation or some settlement is acceptable.

Paul Brewer

Attachment

fr



^{04/15/82}
Randy Revelle, King County Executive
King County State of Washington
~~King County Executive~~

Department of Public Works

James W. Guenther, *Director*

900 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104
(206) 344-2517

FILED 4-15-82

RECORD CENTER

March 9, 1982

Mr. Lloyd E. Smith
Northwest Pond Cleaners, Inc.
11077 N Vancouver Way
Portland, OR 97217

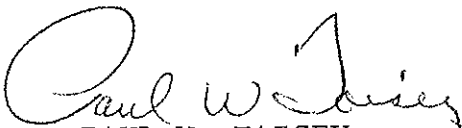
Dear Mr. Smith:

RE: Lora Lake

Enclosed is a copy of a map which will assist you
in the preparation of an estimate for the cleaning and
sediment removal from Lora Lake.

John Grover of my staff will serve as project coordinator
for this job. Mr. Grover can be reached by telephone
at (206) 344-2547.

Sincerely,


PAUL W. TAISEY
Operations Engineer

PWT/pe

Enclosure

cc: John Grover

4/29/82

Memo

Lora Lake

To: File

From: Larry Gibbon

Subject: Lora Lake

get
file

A meeting was held at the Port of Seattle property adjacent to Lora Lake on March 29, 1982, to discuss the potential of using the Port's property for a sediment basin for Lora Lake.

The following people were present:

Bob McManus, King County
John Carver, " "
Larry Gibbon, " "

Fred Siverson, Port of Seattle
~~Harry Angelos~~, " "
~~King Annis~~, " "

Based on our field inspection we decided:

1. Fred Siverson would check with the Port's planners and other people to see if they have any problems.
2. Fred would respond to our letter and get back to me this week with their comments.
3. It appears the best disposal area is between SR509 and a paved driveway into the Port's property. Whether this will be enough will depend on surveying and calculations.
4. I asked if we could contract berm using on-site material. They did not object if it is adequate.

~~Harry~~ suggested we have our soil lab look at the material.

5. The next step is to wait on the Point's response. If it's affirmative, we should order the survey.
6. Negative impact statement and hydraulic permit will probably be required.
7. Residents adjacent to the sediment basin should be notified of our proposed work and asked for comments.
8. Gravity pipe recirculating pipe system should be no problem. Check capacity.
9. John Grover said it may take 18 days working 10 hours a day to dredge lake.
10. Fred Simer's stated we would need to grant the Point and release of damages if it is okay to do the project.


Design Considerations:

1. Construct berm adjacent to SR509 fence
2. May construct two ponds so not to store up too much water.

King County
Dept. of Public Works

MEMORANDUM

Date May 20, 1982

To Jim Pomeroy
From  Paul Taisey
Subject C.I.P. 600680
LORA LAKE DRAINAGE

Please arrange to activate this number as soon as possible so that charges can be made against it.

PWT:WOH:ap

cc: Paul Hooper
Rex Knight

LAW OFFICES OF
HELSELL, FETTERMAN, MARTIN, TODD & HOKANSON

1500 WASHINGTON BUILDING

P. O. BOX 21846

SEATTLE, WASHINGTON 98111

(206) 292-1144

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THOMAS TODD
LLOYD SHORETT
OF COUNSEL

FRANK P. HELSELL
(1922-1966)

CHARLES H. PAUL
(1942-1976)

RECEIVED
MAY 26 1982
NORM MALENG
PROSECUTING ATTORNEY
CIVIL DIVISION

May 24, 1982

James L. Brewer, Esq.
King County Prosecutor's Office
E550, King County Courthouse
Seattle, Washington 98104

Re: Lora Lake v. King County

Dear Mr. Brewer:

Enclosed is our proposed Agreement Between The Lora Lake Shore Club and King County regarding the siltation and pollution problem in Lora Lake. As you know, this matter has been pending for a very long time. We urge you to take whatever steps are necessary to have this Agreement reviewed, approved and signed as quickly as possible. Once it has been signed, of course, please return the original to us so that we may obtain the signature of the Lora Lake Shore Club's president. If you have any problems or feel that changes are necessary, please contact David Gross or me by June 4, 1982.

I am sure you will see that the elements of this Agreement are identical, in substance, to those set out in our February 1, 1982 letter to you. You will note that reference is made to an Appendix "B" and "C", although neither are attached. It is our thought that the Department of Public Works could provide either a general description or a diagram of the catch basins and rock weir system which they have proposed. If there is some problem with that, please let us know.

If you have any questions or problems, feel free to contact David Gross or me at your earliest convenience. We look forward to hearing from you within the next two weeks.

Sincerely,



Linda J. Cochran

LJC:lbt
enclosure

AGREEMENT BETWEEN
THE LORA LAKE SHORE CLUB
AND KING COUNTY

THIS AGREEMENT made and entered into this _____ day of _____, 1982, by and between THE LORA LAKE SHORE CLUB and its members, and KING COUNTY;

WHEREAS, THE LORA LAKE SHORE CLUB (hereinafter referred to as the "SHORE CLUB") is comprised of the eleven (11) individuals and marital communities that own equal, undivided one-eleventh interests in a lake known as Lora Lake. These individuals and marital communities are listed in Appendix "A", attached hereto. Lora Lake is designated as Tract A of Lora Lake Addition, per plat recorded in Volume 57 of Plats, page 24, records of King County, Washington. The members of the SHORE CLUB are also the owners of the eleven parcels of waterfront property that adjoin Lora Lake on the west and on the north, all situated in King County, Washington; and

WHEREAS, the SHORE CLUB contends that KING COUNTY has, for many years, deposited silt and other pollutants into Lora Lake by intentionally building and maintaining a drainage system which collects surface water runoff from surrounding areas and directs that surface runoff into Lora Lake; and

WHEREAS, the SHORE CLUB and its members contend they have suffered damages as a result of the pollution of Lora Lake by KING COUNTY, such damages including the build-up of pollutants and silt

in Lora Lake which has resulted in a loss of the use and enjoyment of Lora Lake to its owners and a decrease in the value of Lora Lake; and

WHEREAS, the SHORE CLUB has been negotiating with KING COUNTY for many years to resolve the pollution and siltation problem which KING COUNTY has caused at Lora Lake; and

WHEREAS, all parties believe they would prevail in litigation and subsequent appeals of this matter, but are desirous of settling the existing dispute between them without further expense or delay; NOW, THEREFORE,

IN CONSIDERATION of the mutual promises, covenants and agreements herein, the parties hereby agree as follows with the intent that each be legally bound;

1. KING COUNTY agrees to remove or pay for the removal of an average of four feet of siltation from the entire lake bed of Lora Lake using a mudcat dredge.

2. KING COUNTY agrees to create two additional large catch basins above the current outfall into Lora Lake which will be designed to remove sediment and pollutants from the surface water which empties into Lora Lake. These catch basins are more fully described in Appendix "B", attached hereto.

3. KING COUNTY agrees to place a rock weir system with a twenty-five foot radius at the existing location for the outfall into Lora Lake; such rock weir system to be designed to trap sediment and other pollutants from the surface water which empties into Lora Lake. This rock weir system is more fully described in Appendix "C", attached hereto.

4. KING COUNTY agrees to maintain and clean the catch basins and rock weir system on an annual basis.

5. KING COUNTY agrees to restore all property around Lora Lake which is used by KING COUNTY to gain access to Lora Lake or to perform the work described in this Agreement to the condition the property was in before it was used by KING COUNTY.

6. KING COUNTY agrees to provide the SHORE CLUB and its members with an artist's conception of the rock weir system before any work is performed on that system, and KING COUNTY further agrees to work with the SHORE CLUB and its members to make the rock weir system as attractive as possible.

7. KING COUNTY agrees to perform the various elements of the work set out in this Agreement in a systematic and logical order which will minimize the possibility that additional siltation and pollution will enter Lora Lake and which will allow for the completion of all work by September 20, 1982.

8. KING COUNTY agrees to reimburse the SHORE CLUB \$2,218.35 for attorneys' fees and costs which it has incurred as part of its effort to reach an agreement with KING COUNTY.

9. The SHORE CLUB and/or its members will authorize and execute the necessary easements to allow KING COUNTY to gain access to Lora Lake or to perform the work described in this Agreement.

10. Upon completion of the first eight (8) elements of this Agreement, the SHORE CLUB will release KING COUNTY from any and all liability for the siltation and pollution of Lora Lake which has or may have occurred prior to the date of this Agreement. However, this

Agreement is not intended to and should not be construed to be a release by the SHORE CLUB of KING COUNTY for liability for pollution and siltation of Lora Lake caused by King County after the date of this Agreement.

THE LORA LAKE SHORE CLUB

KING COUNTY

By _____

By _____

Its _____

Its _____

APPENDIX A

Jimmy Breeze
1041 South 150th Street
Seattle, Washington 98148

Jane Johnson
1033 - South 150th
Seattle, Washington 98148

Marian Belt
1029 South 150th
Seattle, Washington 98148

Margene Holstrom
1021 South 150th
Seattle, Washington 98148

Georgia Wardall
1009 South 150th
Seattle, Washington 98148

Jim Wilcher
15006 Des Moines Way South
Seattle, Washington 98148

Greg McGonagill
15010 Des Moines Way South
Seattle, Washington 98148

"Duke" Thomas De La Hunt
15016 Des Moines Way South
Seattle, Washington 98148

Eleanore Vistaunet
15028 Des Moines Way South
Seattle, Washington 98148

Wally Watson
15040 Des Moines Way South
Seattle, Washington 98148

Frank Yellam
15052 Des Moines Way South
Seattle, Washington 98148

6-22-82

MEMORANDUM

Date June 7, 1982

To Paul Hooper, County Road Engineer

From James W. Guenther, Director *gwg*

Subject LORA LAKE

Could you please give me a status report on where we are on the Lora Lake.

JWG/kf

RECORD CENTER

June 9, 1982

TO: Paul Taisey, Operations Engineer

FROM: Paul Hooper, County Road Engineer *JCH/pe*

Please prepare a report for my signature which advises the Director of the current status of Lora Lake. This is timely in view of the input we received from Jim Brewer recently. I would like this report ready by WEDNESDAY, JUNE 16, 1982.

PCH/pe

MEMORANDUM

16-22-82
RECORD CENTER
Date June 14, 1982

To J. W. Guenther via Paul C. Hooper

From *Paul W. Taisey*
Paul W. Taisey

Subject LORA LAKE

This will respond to your request of June 7, 1982, regarding a status report on the Lora Lake project.

One of the requirements to complete the Lora Lake project is locating a site for purposes of disposing of dredged materials. The site selected is owned by the Port of Seattle. One of the requirements of the Port is that an EP toxicity test be made of dredged water and materials. Lux Labs was awarded the contract for testing and the results will be forwarded to the Roads Division during the week of June 14, 1982.

If the materials pass the toxicity test, survey field work will begin immediately to provide data for the design of a detention pond on the Port of Seattle property and the design of a rock weir at the outfall location to trap sediments and other pollutants from the surface water that empties into the lake.

Jim Brewer of the Prosecuting Attorneys Office has informed the attorneys representing the Lora Lake Community Club of the progress being made.

Due to budgetary constraints, a contract will have to be awarded to construct the detention pond and the installation of two manholes in the existing storm drain system.

It is anticipated County day labor forces will construct the weir at the outfall of the storm drain system where it enters the lake.

Assuming the EP toxicity test is OK, construction would begin by September 1, 1982.

PCH/PWT:ap

RECORD CENTER



RECEIVED

292 AUG -6 PM 3:59

CLERK
KING COUNTY COUNCIL

8-31-82

King County Executive
Randy Revelle

August 3, 1982

The Honorable Lois North
Chairman, King County Council
C O U R T H O U S E

RE: Change of Scope for Lora Lake Drainage

Dear Madam Chairman:

If approved, the enclosed ordinance will change the scope of work for Lora Lake drainage. This ordinance request is based on the recommendation of the Prosecuting Attorney's Office.

The proposal identified in the October 1981 CIP description included eliminating the existing outfall into Lora Lake and the replacement of the existing storm drainage system with a new alignment around the south side of the lake to a discharge point in Miller Creek.

The new proposal calls for cleaning the lake by dredging the silty material from the lake and depositing this dredge material onto the Port of Seattle property northeast of Lora Lake. A settlement pond is to be constructed at the inlet of the lake to keep the lake clean in future. The Port of Seattle has agreed to allow the County to use their property for the dredge material. This revised scope of work should result in savings of \$37,000 over the earlier proposal.

This ordinance will have no adverse impacts on the County's fiscal affairs. The Council's early consideration of this matter is appreciated.

If you have any questions about this matter, please call Shelly Yapp, Director, Budget Department at 344-3434.

Sincerely,

RANDY REVELLE
King County Executive

RR/JRE:gn
Enclosure

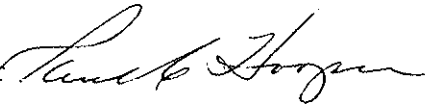
- cc: King County Councilmembers
- Mary Jones, Council Administrator
- Jerry Peterson, Deputy Council Administrator
- Jim Guenther, Director, Department of Public Works
- Shelly Yapp, Director, Budget Department
- ATTN: Bob Edmundson, Budget Analyst

King County
Dept. of Public Works

MEMORANDUM

9-8-82
Date September 2, 1982

To Charles T. Kohler, Manager, Purchasing

From Paul C. Hooper, County Road Engineer 

Subject EP TOXICITY TEST CHARGES, P.O.# R80582R

The King County Department of Public Works was required to provide an analysis of the silt material that we propose to dredge from the bottom of Lora Lake. This requirement was requested by the Port of Seattle since we plan to dump the dredgings on Port property.

The price quoted by Mike Nelson of Laucks Testing Laboratories was \$365.00 per sample for an E.P. Toxicity test. However, due to a misunderstanding, four samples were taken to the testing laboratory by Public Works personnel. We feel that no error was committed by the people from Laucks Laboratories and the invoice from them should be paid as submitted.

PCH/WH:syl

cc: Jim Pomeroy, Manager, Finance Section
Paul W. Taisey, Manager, Operations Planning

OFFICE OF THE PROSECUTING ATTORNEY
KING COUNTY, WASHINGTON
CIVIL DIVISION

NORM MALENG
PROSECUTING ATTORNEY

E 550 KING COUNTY COURTHOUSE
516 THIRD AVENUE
SEATTLE, WASHINGTON 98104
(206) 583-4437

October 1, 1982

David Gross
Attorney at Law
1500 Washington Building
P. O. Box 21846
Seattle, Washington 98111

RE: Lora Lake Project

Dear David:

Enclosed is a copy of the proposed plan for silt removal from Lora Lake. Please note that the plan indicates topographic contours for the existing silt and the finished elevations after dredging. There will be about 6 feet of silt removed at the center, with gradual slope back to the shallow portions of the lake. The existing silt contours were determined on the basis of an inspection by Department of Public Works personnel. The County would prefer to use this plan as the basis for the dredging clause in our proposed agreement rather than the stated "average of four feet", as this plan reflects what is actually present in the lake. We could simply make this plan "Attachment _____" to the Agreement and modify the clause to read: "King County agrees to excavate silt from the lake in accordance with the plan which is Attachment _____ to this Agreement".

Second, the agreement itself cannot be signed by the County until the dredging bids have been opened and renewed. They will be opened on October 5, therefore the County could sign the agreement on or about October 10.

Third, to my personal regret, the completion dates we have discussed must once again be modified. The dredging and one catch basin can be completed by November 30, 1982. One catch basin and the rock weir system, however, may not be able to be completed until June 1, 1983 depending upon whether or not each of them may be constructed for less than \$15,000. If the costs exceed that amount, the County would be required by law to have the work put to public bid rather than performing the work itself as it had planned. Preliminary estimates of cost were below the threshold amount, but a recent estimate from the Operations

David Gross
October 1, 1982
Page 2

Division has questioned the cost of the rock weir. This issue should be resolved this week; perhaps by the time you receive this letter. If the costs can be firmly estimated to be below \$15,000, the delay should not be necessary.

I will inform you of the outcome of this last point; in the meantime, please inform me whether these other changes would be acceptable. Please call me if you have any questions.

For NORM MALENG
King County Prosecuting Attorney:


JAMES L. BREWER
Deputy Prosecuting Attorney

Enclosure

cc: Mr. Paul Taesev, Operation Div., Dept. of Public Works
Mr. Larry Gibbons, Surface Wtr. Mgt., Dept. of Public Works
Ms. Karleen Sakamoto, Office of the County Executive

fr

FILED for Record at Request of
Name King County Prosecuting Attorney
Address 6550 KC Court House
Seattle WA 98104

COPY RECEIVED
OCT 21
NORM M...
PROSECUTING ATTORNEY
CIVIL DIVISION
NOV 23 11 21 AM

AGREEMENT BETWEEN
THE LORALAKE SHORE CLUB
AND KING COUNTY

8211230701

THIS AGREEMENT made and entered into this 27 day of OCTOBER, 1982, by and between THE LORALAKE SHORE CLUB and its members, and KING COUNTY;

WHEREAS, THE LORALAKE SHORE CLUB (hereinafter referred to as the "SHORE CLUB") is comprised of the eleven (11) individuals and marital communities that own equal, undivided one-eleventh interests in a lake known as Loralake. These individuals and marital communities are listed in Appendix "A", attached hereto. Loralake is designated as Tract A of Loralake Addition, per plat recorded in Volume 57 of Plats, page 24, records of King County, Washington. The members of the SHORE CLUB are also the owners of the eleven parcels of waterfront property that adjoin Loralake on the west and on the north, all situated in King County, Washington; and

WHEREAS, the SHORE CLUB contends that KING COUNTY has, for many years, deposited silt and other pollutants into Loralake by intentionally building and maintaining a drainage system which collects surface water runoff from surrounding areas and directs that surface runoff into Loralake; and

WHEREAS, the SHORE CLUB and its members contend they have suffered damages as a result of the pollution of Loralake by KING COUNTY, such damages including the build-up of pollutants and silt in Loralake which has resulted in a loss of the use and

5211239701

enjoyment of Loralake to its owners and a decrease in the value of Loralake; and

WHEREAS, KING COUNTY contends that the deposition of silt and other material into Loralake is a natural process which has been accelerated by the developer of Loralake through the artificial creation of Loralake within a pre-existing natural watercourse, thereby providing greater depth and volume of water in which silts may more freely settle out than in the natural condition; and

WHEREAS, KING COUNTY contends that it is not its responsibility to remove all sediments or pollutants from drainage which reaches its roadway drainage system or is thereafter discharged to a watercourse; and

WHEREAS, the SHORE CLUB has been negotiating with KING COUNTY for many years to resolve the pollution and siltation problem which KING COUNTY has caused at Loralake; and

WHEREAS, all parties believe they would prevail in litigation and subsequent appeals of this matter, but are desirous of settling the existing dispute between them without further expense or delay; NOW, THEREFORE,

IN CONSIDERATION of the mutual promises, covenants and agreements herein, the parties hereby agree as follows with the intent that each be legally bound;

1. KING COUNTY agrees to remove or pay for the removal of siltation from the lake bed of Loralake in accordance with the plans which are attached as appendix "D" to this agreement.

8211230701

2. KING COUNTY agrees to create two additional large catch basins above the current outfall into Loralake which will be designed to remove sediment and oil from the surface water which empties into Loralake. These catch basins are more fully described in Appendix "B", attached hereto.

3. KING COUNTY agrees to place a rock weir system with a twenty-five foot radius at the existing location for the outfall into Loralake; such rock weir system to be designed to trap sediment from the surface water which empties into Loralake. This rock weir system is more fully described in Appendix "C", attached hereto.

4. KING COUNTY agrees to maintain and clean the catch basins and rock weir system on an annual basis.

5. KING COUNTY agrees to restore all property around Loralake which is used by KING COUNTY to gain access to Loralake or to perform the work described in this Agreement to the condition the property was in before it was used by KING COUNTY.

6. KING COUNTY agrees to provide the SHORE CLUB and its members with an artist's conception of the rock weir system before any work is performed on that system, and KING COUNTY further agrees to work with the SHORE CLUB and its members to make the rock weir system as attractive as possible.

7. KING COUNTY agrees to perform the various elements of the work set out in this Agreement in a systematic and logical order which will minimize the possibility that additional silta-

tion and oil will enter Loralake and which will allow for the completion of all work by November 30, 1982, except for construction of the rock weir system provided in paragraph 3 above which shall be completed by June 1, 1983. King County shall also remove sediment according to the plan accumulating from the outfall between the time silt removal is complete and when the rock weir is constructed.

8. KING COUNTY agrees to reimburse the SHORE CLUB \$2,710.35 for attorneys' fees and costs which it has incurred as part of its effort to reach an agreement with KING COUNTY.

9. The SHORE CLUB and/or its members will authorize and execute the necessary easements to allow KING COUNTY to gain access to Loralake or to perform the work described in this Agreement and by this agreement hereby authorize KING COUNTY and its agents and contractors to enter onto property owned by the SHORE CLUB or any member for the purpose of performing the silt removal described in paragraph 1.

10. Upon completion of the first eight (8) elements of this Agreement, the SHORE CLUB will release KING COUNTY from any and all liability for the siltation and pollution of Loralake which has or may have occurred prior to the date of this Agreement. However, this Agreement is not intended to and should not be construed to be a release by the SHORE CLUB of KING COUNTY for liability for pollution and siltation of Loralake caused by KING COUNTY after the date of this Agreement.

821123070.1

THE LORALAKE SHORE CLUB

KING COUNTY

By Wally Watson

By [Signature]

Its Pres.

Its DATE OCT 19 1982

Approved as to form:

[Signature]
Marian Belt

[Signature]
Deputy Prosecuting Attorney

[Signature]
Jimmy Breeze

[Signature]
"Duke" Thomas De La Hunt

[Signature]
Margone Holmstrom - Margone Hallstrom

[Signature]
Jane Johnson

[Signature]
Greg McGonagill

[Signature]
Eleanore Vistaunet

Wally Watson
Wally Watson

[Signature]
Theresa Watson

8211230704

Georgia Wardall
Georgia Wardall

Jim Wilcher
Jim Wilcher

Virginia Wilcher
Virginia Wilcher

Frank Yellam
Frank Yellam

Angelina Yellam
Angelina Yellam

5211239704

8211230701

APPENDIX A

Jimmy Breeze
1041 South 150th Street
Seattle, Washington 98148

Jane Johnson
1033 - South 150th
Seattle, Washington 98148

Marian Belt
1029 South 150th
Seattle, Washington 98148

Margene Holstrom
1021 South 150th
Seattle, Washington 98148

Georgia Wardall
1009 South 150th
Seattle, Washington 98148

Jim Wilcher
15006 Des Moines Way South
Seattle, Washington 98148

Greg McGonagill
15010 Des Moines Way South
Seattle, Washington 98148

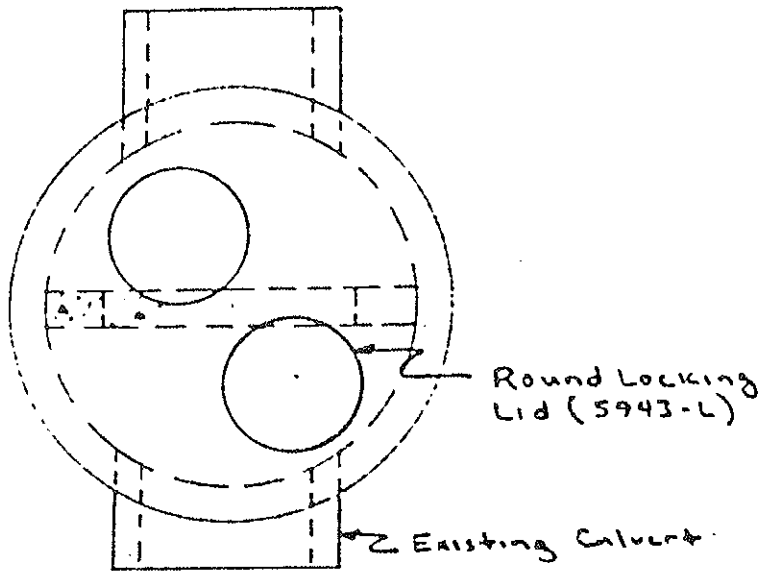
*Duke- Thomas De La Hunt
15016 Des Moines Way South
Seattle, Washington 98148

Eleanore Vistaunet
15028 Des Moines Way South
Seattle, Washington 98148

Wally Watson
15040 Des Moines Way South
Seattle, Washington 98148

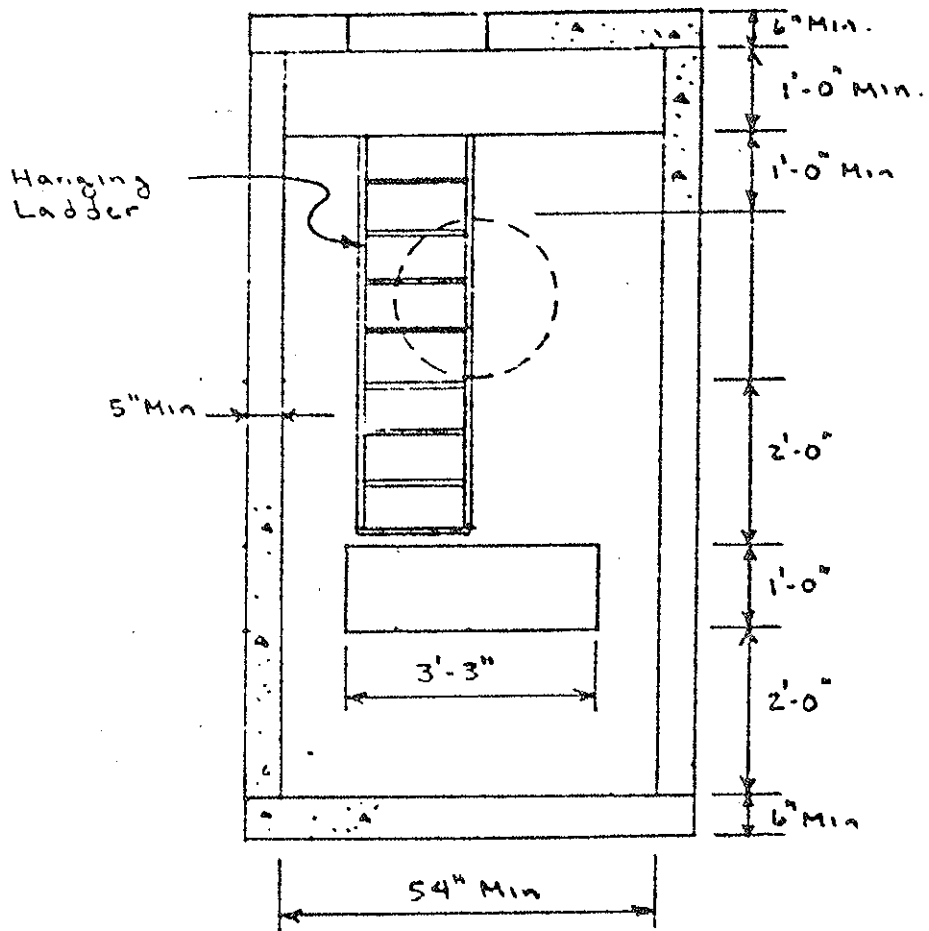
Frank Yellam
15052 Des Moines Way South
Seattle, Washington 98148

APPENDIX "B"



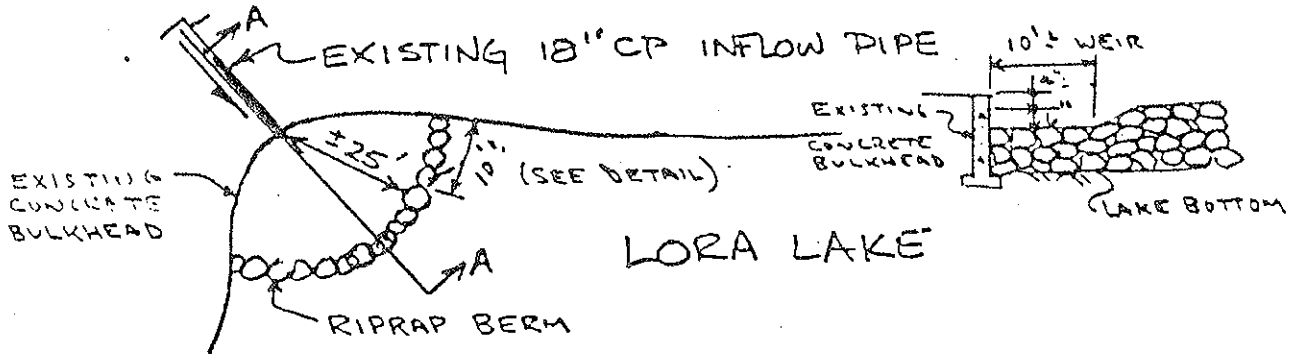
PLAN

S211230704

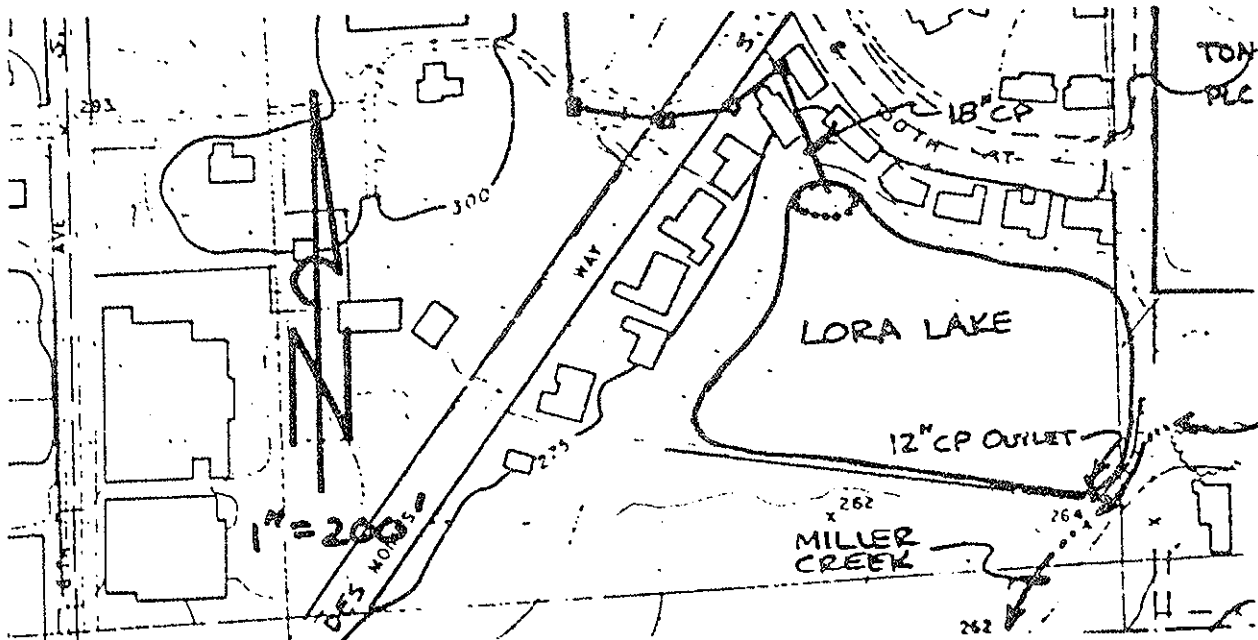
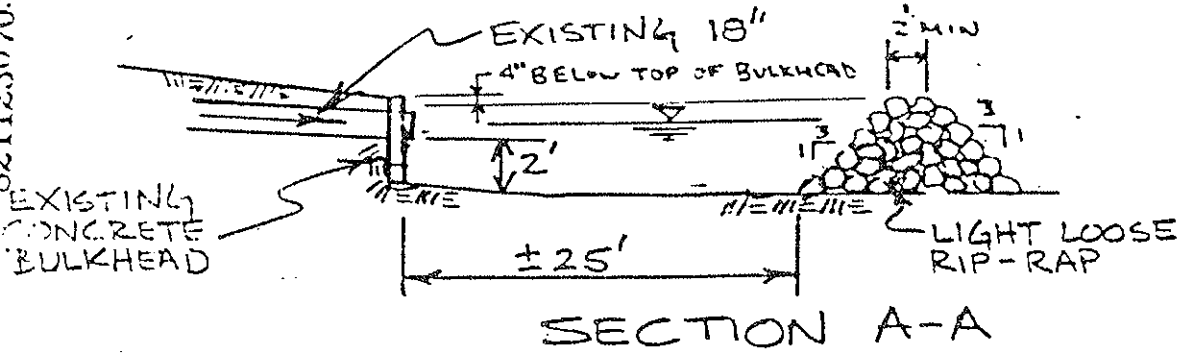


APPENDIX "C"

SETTLING BASIN DESIGN

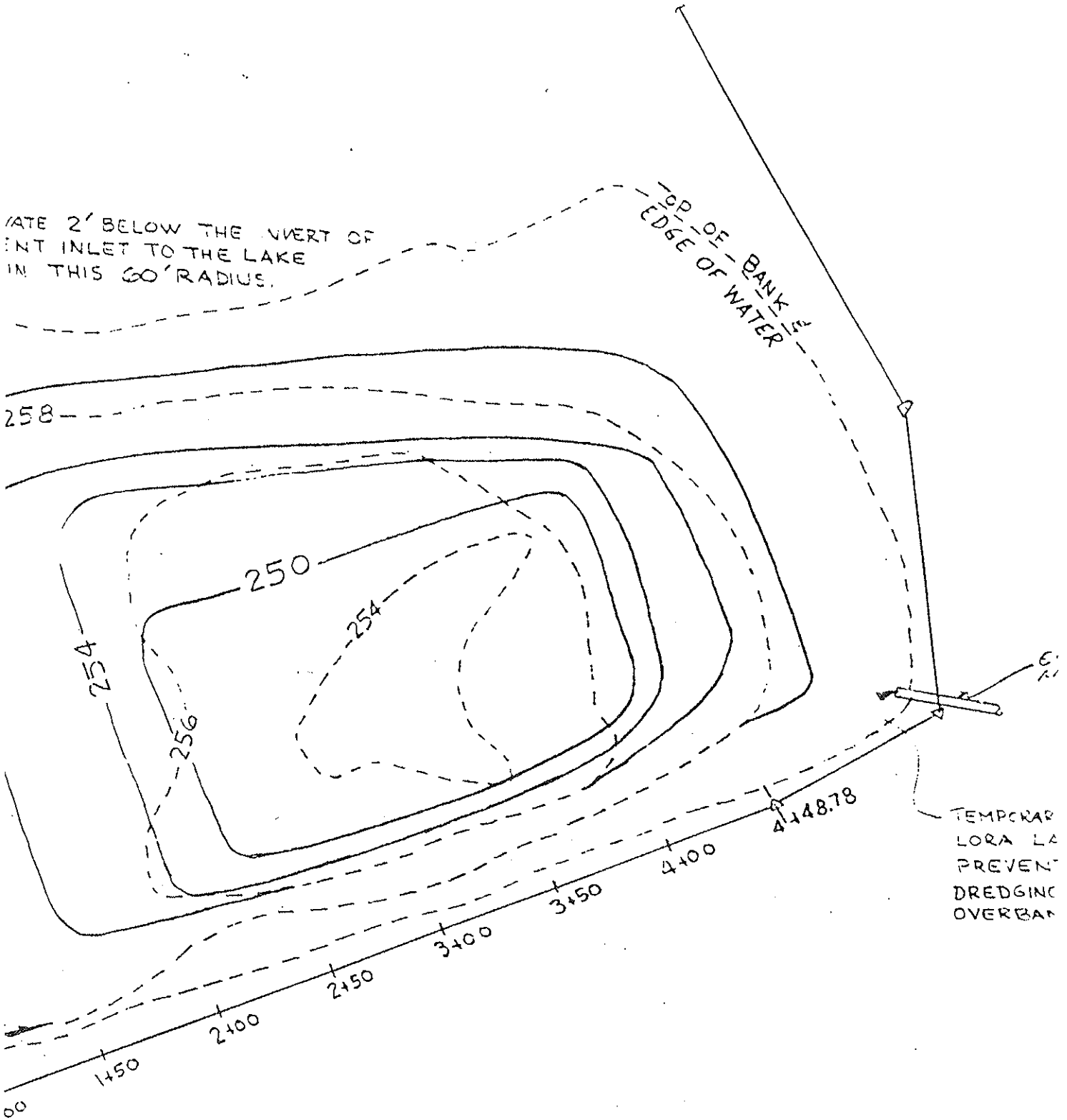


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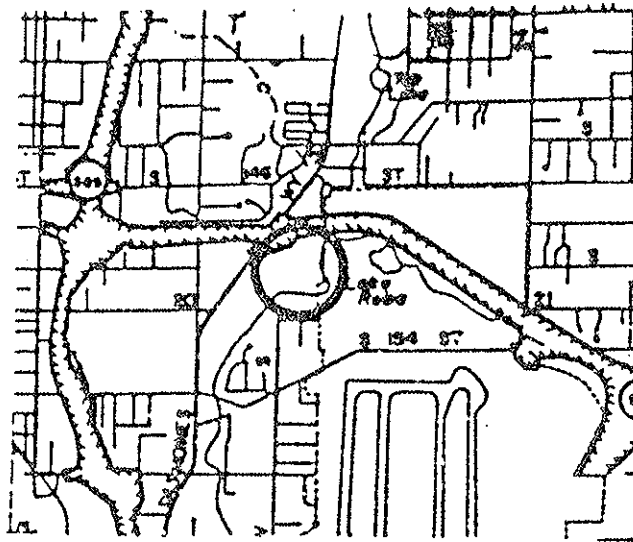
NOTE 2' BELOW THE INVERT OF
INLET INLET TO THE LAKE
IN THIS 60' RADIUS.



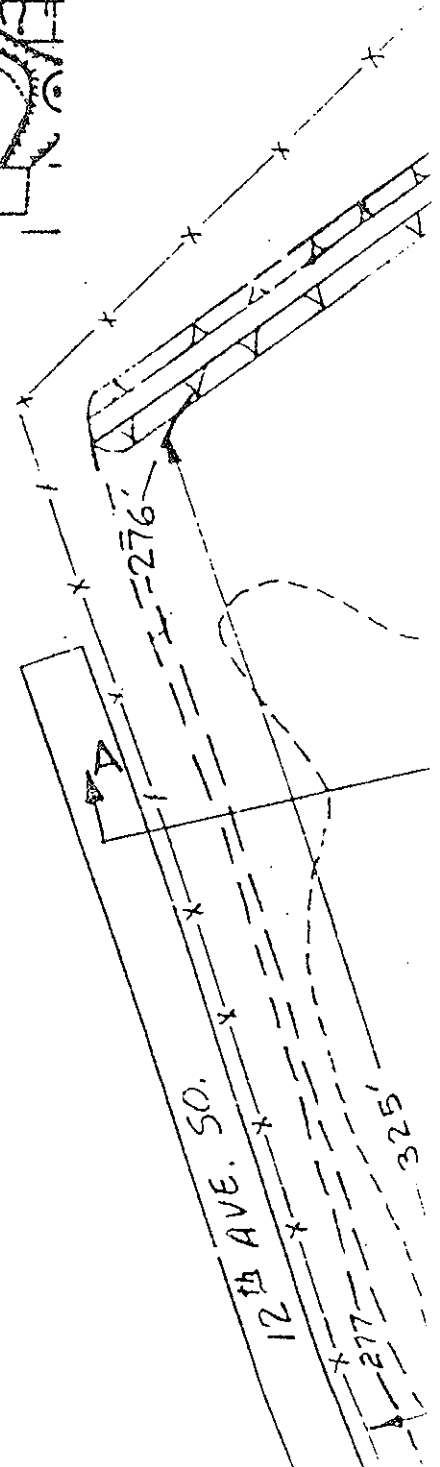
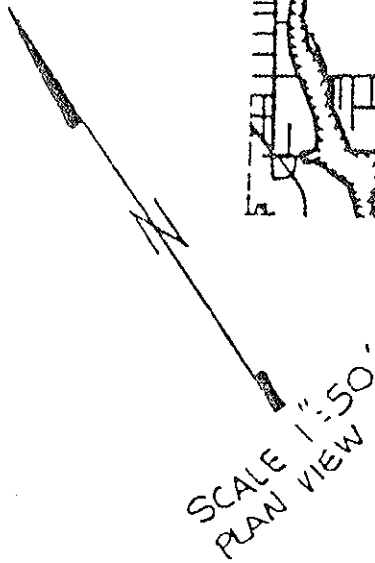
LINE

LEGEND : - - - 123 - - - EXIST SILT TOP
————— 123 ————— FINISHED ELEV.

8211230704



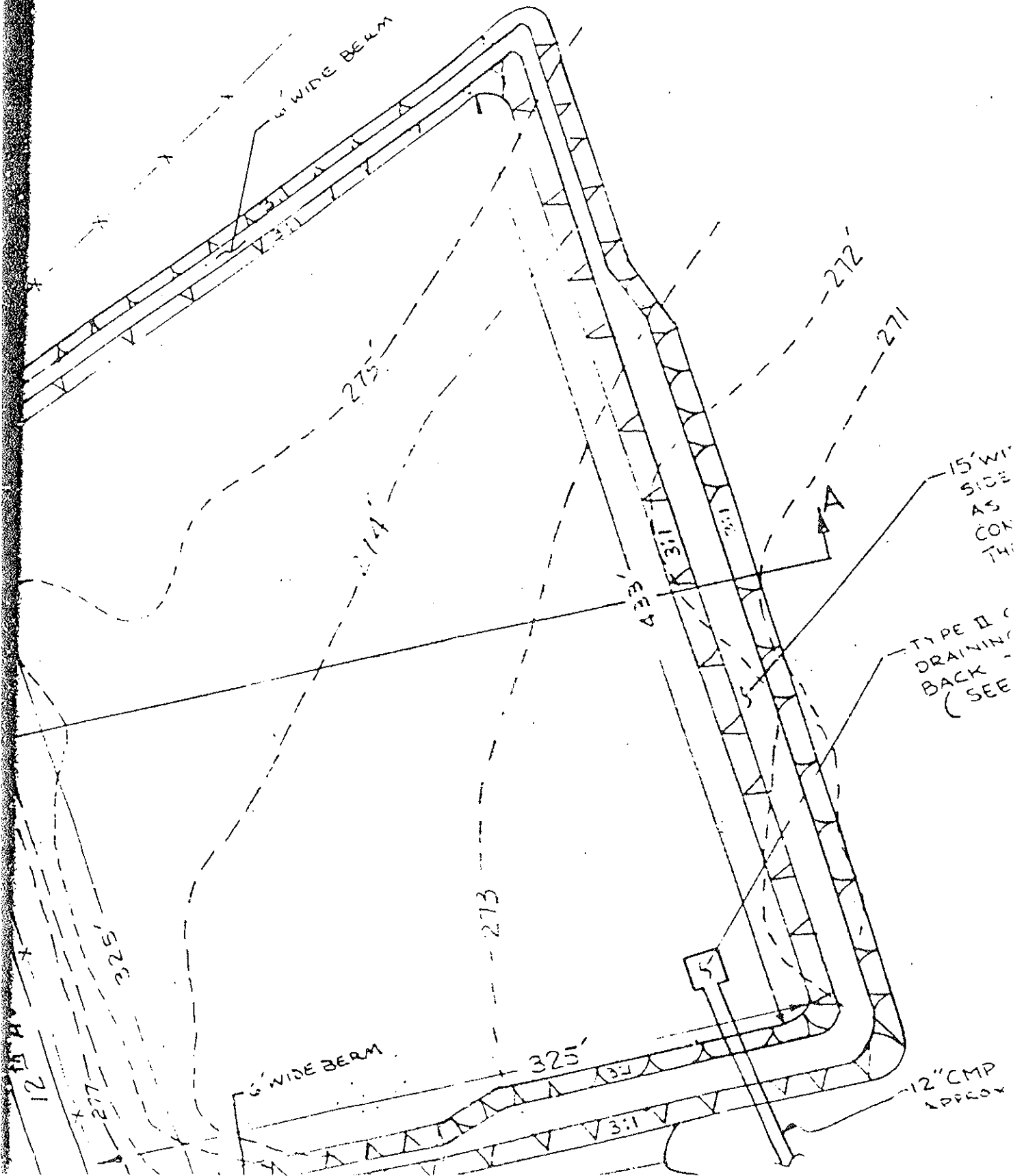
VICINITY MAP



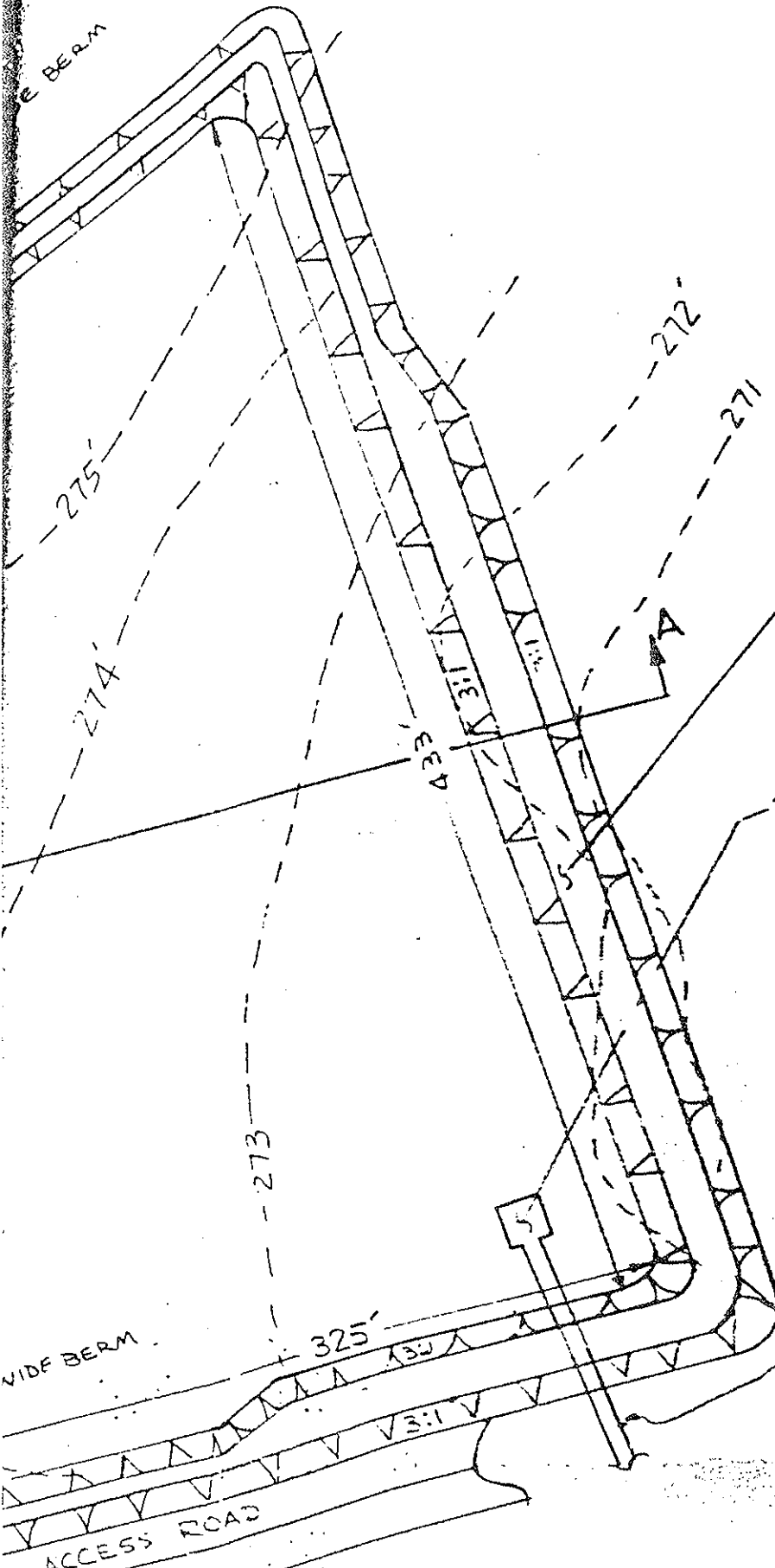
EXISTING CHANNEL TO
MILLER CREEK

EARLY CLOSE THE OUTLET FROM
LAKE DURING THE FLOODING TO
PREVENT SILTATION ENTERING MILLER CREEK.
DRAINING OPERATION SHOULD BE STOPPED WHEN
ANY FLOWS OCCUR FROM LORA LAKE.

8211230704



70A

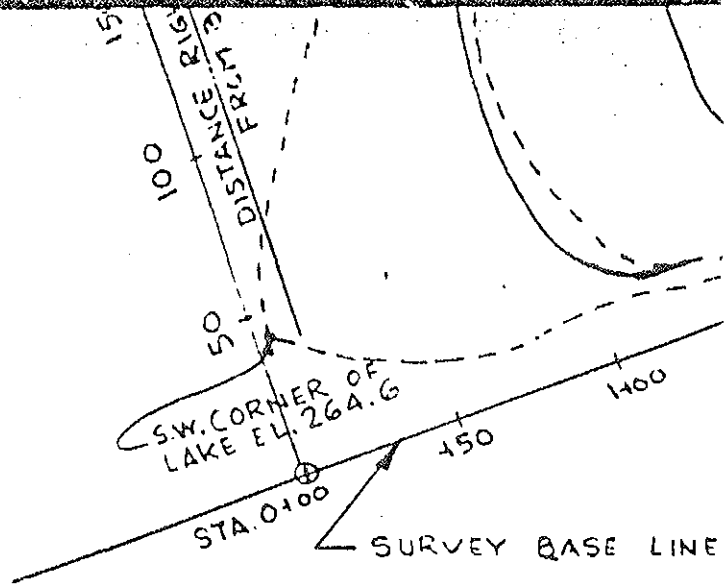


15' WIDE BERM - TO ELEV. 277'
 SIDE SLOPES AS MARKED E
 AS SHOWN IN SEC "A-A"
 CONSTRUCT FABRIC FILTER ON
 THE INSIDE SLOPE OF BERM

TYPE II C.B. WITH 12" CMP OUTLET
 DRAINING UNSILTED WATER
 BACK TO LORA LAKE.
 (SEE DETAIL "B")

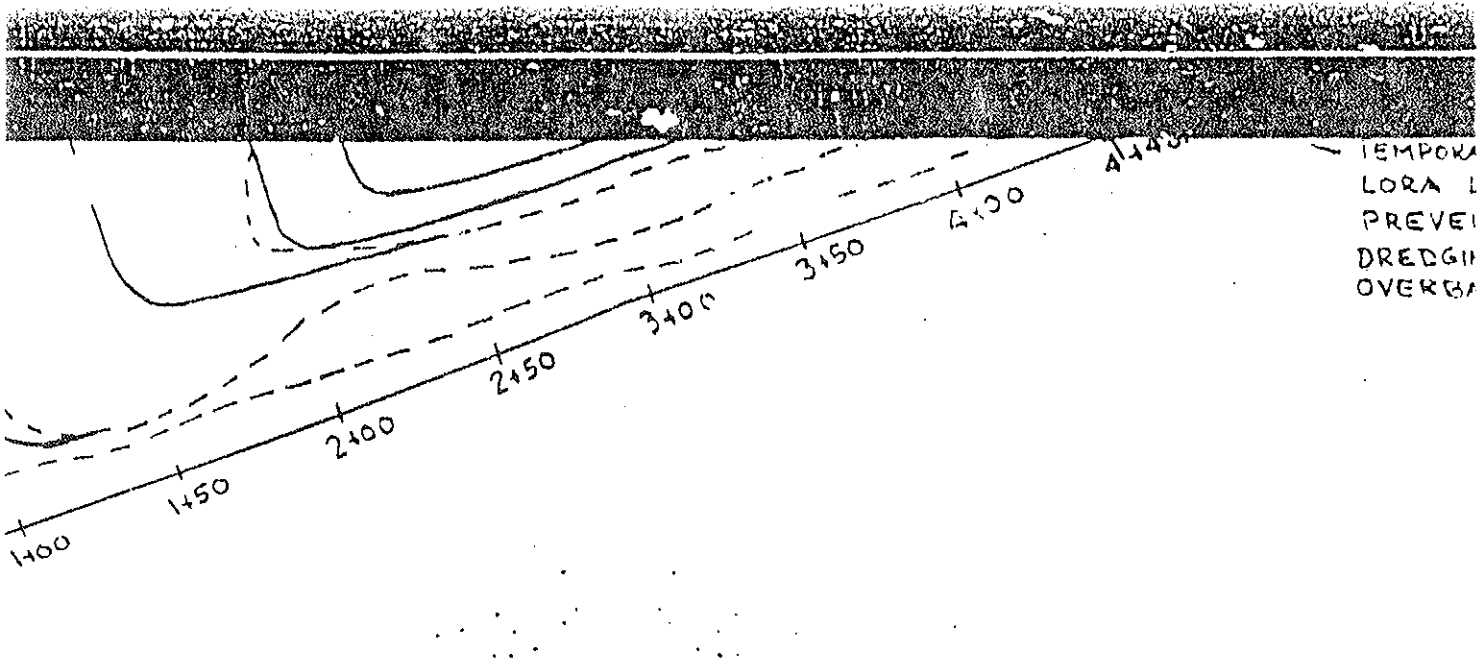
12" CMP TO LORA LAKE
 APPROX. 600 LF OF PIPE

| | | |
|--|--------------------|------|
| | | DATE |
| | BY | |
| | SURVEYED | |
| | PLOTTED | |
| | ALIGNMENT CHECKED | |
| | RT. OF WAY CHECKED | |
| | NOTE BOOK | |
| | NO | |



OFFSET DIST. TO RIGHT FROM BA

| STA. | ELEV. 258 | ELEV. 256 | ELEV. 254 | ELEV. 25 |
|---------|-----------|-----------|-----------|----------|
| 1+00 | 32 ± 170 | - | - | - |
| 1+50 | 18 ± 270 | 50 ± 220 | - | - |
| 2+00 | 30 ± 277 | 43 ± 240 | 50 ± 215 | - |
| 2+50 | 27 ± 267 | 38 ± 232 | 44 ± 216 | 54 ± 1 |
| 3+00 | 18 ± 253 | 34 ± 215 | 40 ± 204 | 50 ± 1 |
| 3+50 | 22 ± 240 | 35 ± 200 | 40 ± 190 | 50 ± 1 |
| 4+00 | 27 ± 225 | 40 ± 185 | 50 ± 174 | 60 ± |
| 4+48.78 | 37 ± 225 | 57 ± 180 | 140 ± 170 | - |



LEGEND : 123 EXIST SILT TOP
 123 FINISHED ELEV.

1000 M BASE LINE

| |
|----------|
| ELEV. |
| 250 |
| - |
| - |
| - |
| 54 & 166 |
| 50 & 163 |
| 50 & 162 |
| 60 & 160 |
| - |

LORA LAKE

DREDGING SITE PLAN

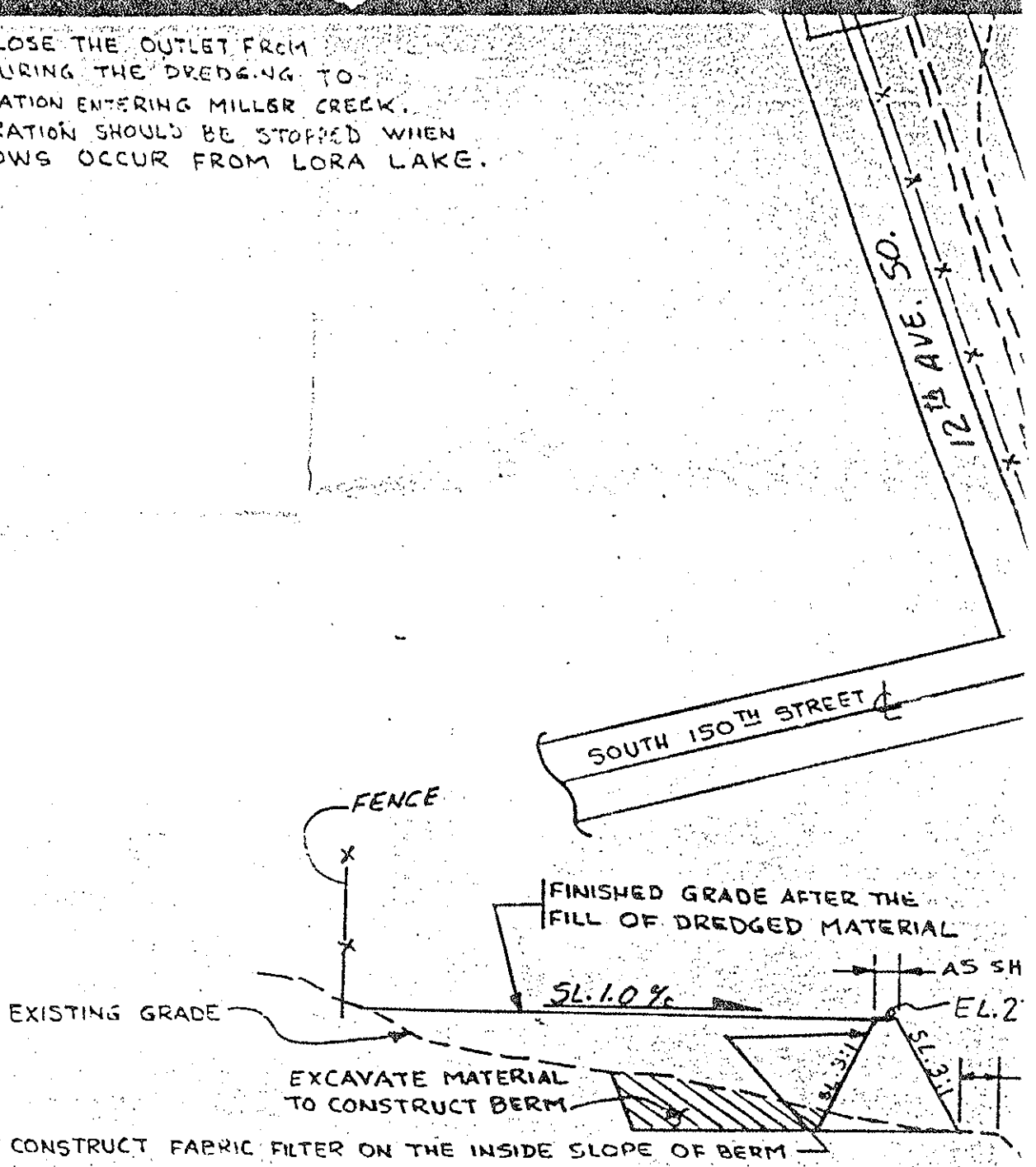
DESCRIPTION OF PROPERTY OWNED
By the PORT OF SEATTLE

LEGAL DESCRIPTION: TAX LOT 149
 The 1/4 in 27 acres of the Southeast 1/4 of the North-east 1/4 of Section 20, Township 23 North, Range 4 East, N.M., in King County Washington, less that portion lying easterly of a line bearing South 03°-49'-05" West from a point on the North line of said subdivision, 577.74 feet westerly of the Northeast corner thereof; also less that portion of the above described property lying northerly of the southerly abeyta of secondary State Highway No. 1-4 (SR518).

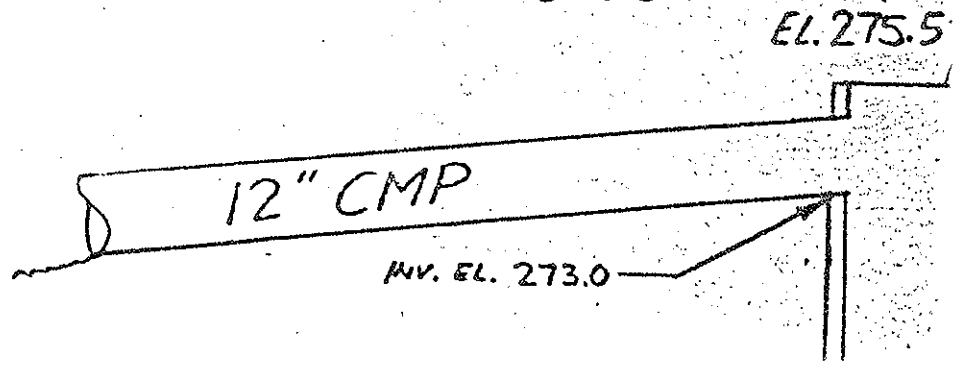
LEGAL DESCRIPTION: TAX LOT 681 and 17
 The North 134 feet of the South 13 acres of the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 23 North, Range 4 East, N.M., in King County, Washington; less that portion lying Easterly of the Northerly prolongation of the centerline of 10th Avenue South, as shown on the Plat of Sunset Terrace Addition, as recorded in volume 60 of Plats, Page 63, records of King County, Washington.

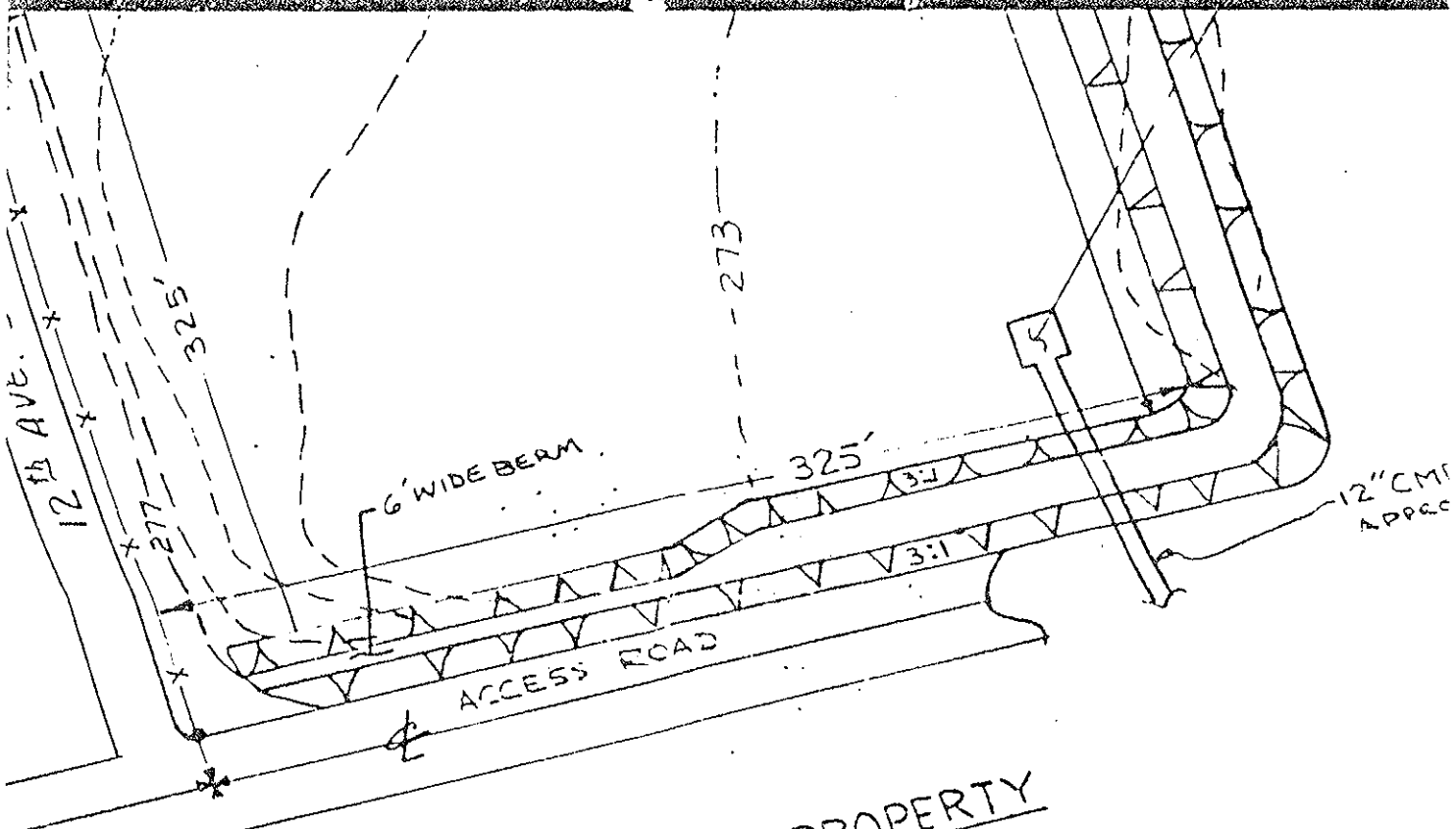
LEGAL DESCRIPTION OF LAKE:
 That 500 feet wide addition, as recorded in

IMP RILY. CLOSE THE OUTLET FROM
 LORA LAKE DURING THE DREDGING TO
 PREVENT SILTATION ENTERING MILLER CREEK.
 DREDGING OPERATION SHOULD BE STOPPED WHEN
 OVERBANK FLOWS OCCUR FROM LORA LAKE.

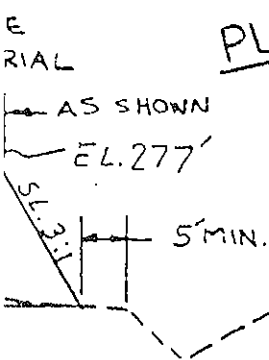


SECTION A-A
 NOT TO SCALE



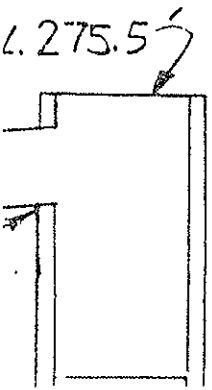


PLAN ~ PORT OF SEATTLE PROPERTY
FOR
PLACING OF DREDGED MATERIAL



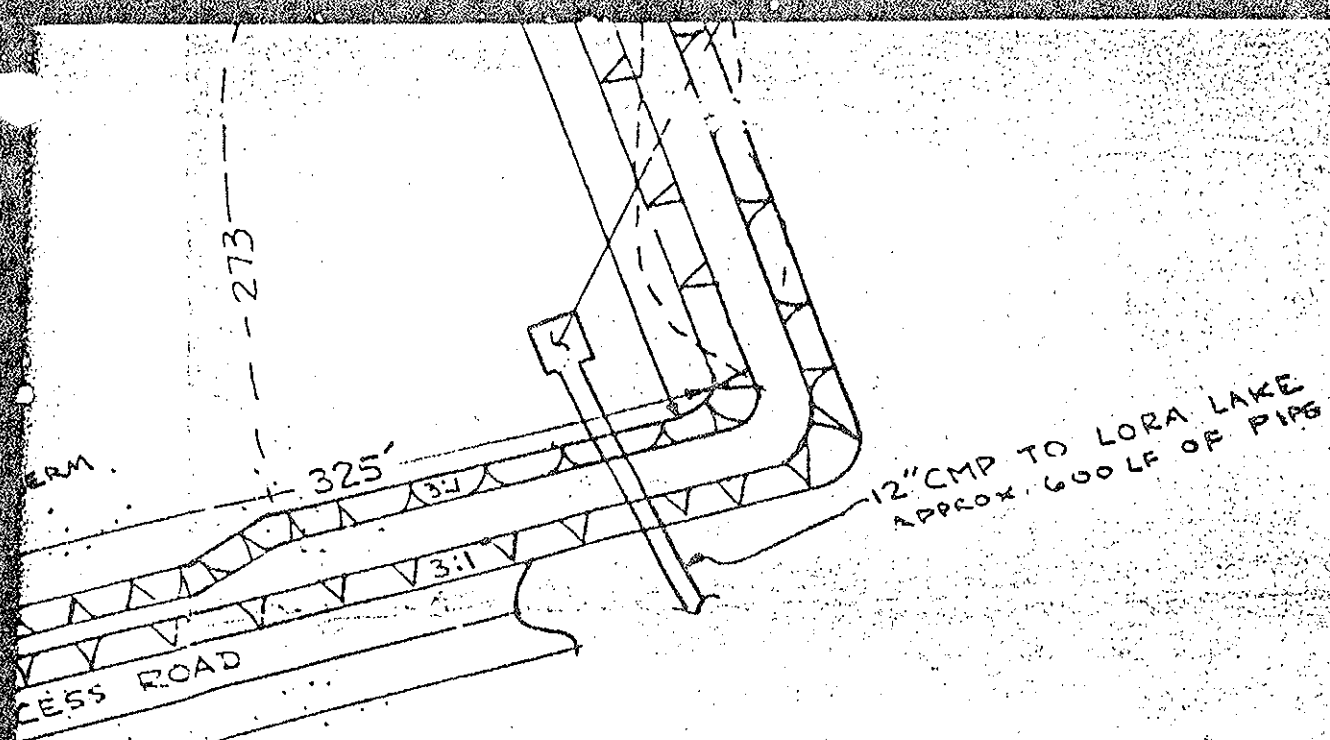
NOTES :

1. ALTERNATE SILT POND OUTLET METHODS TO BE THE DREDGING CONTRACTOR PRIOR TO INSTALLING THE PUMP. PUMP SILT LADEN WATERS INTO DISPOSAL SITE. ALLOW TIME FOR SILT TO SETTLE FROM WATER. REVERSE PUMPS TO PUMP CLEAN WATER INTO THE POND.
2. PLACE STOP LOGS BETWEEN "I" BEAMS AT DISPOSAL AREA. PUMP SILT LADEN WATER INTO POND AS SILT SETTLES FROM WATER, REMOVE STOP LOGS AT A TIME TO ALLOW CLEAN WATER TO FLOW INTO TEMPORARY PIPE SYSTEM AND INTO THE POND.
3. AFTER THE COMPLETION OF DREDGING OPERATIONS, DRAIN SITE TO DRAIN SOUTHEASTERLY.
4. THE VOLUME OF DREDGED MATERIAL IS ESTIMATED TO BE 100,000 CU YD.
5. THE SPOIL AREA AND BERM WILL BE HYDROSEALING.
6. BERM AND RECYCLE PIPE WILL BE CONSTRUCTED PRIOR TO DREDGING.



6. THE BERM SHALL BE COMPACTED TO AT LEAST 95 PERCENT OF THE MAXIMUM RELATIVE DENSITY.

KING COUNTY DEPT. C
 SURFACE WATER MGMT.



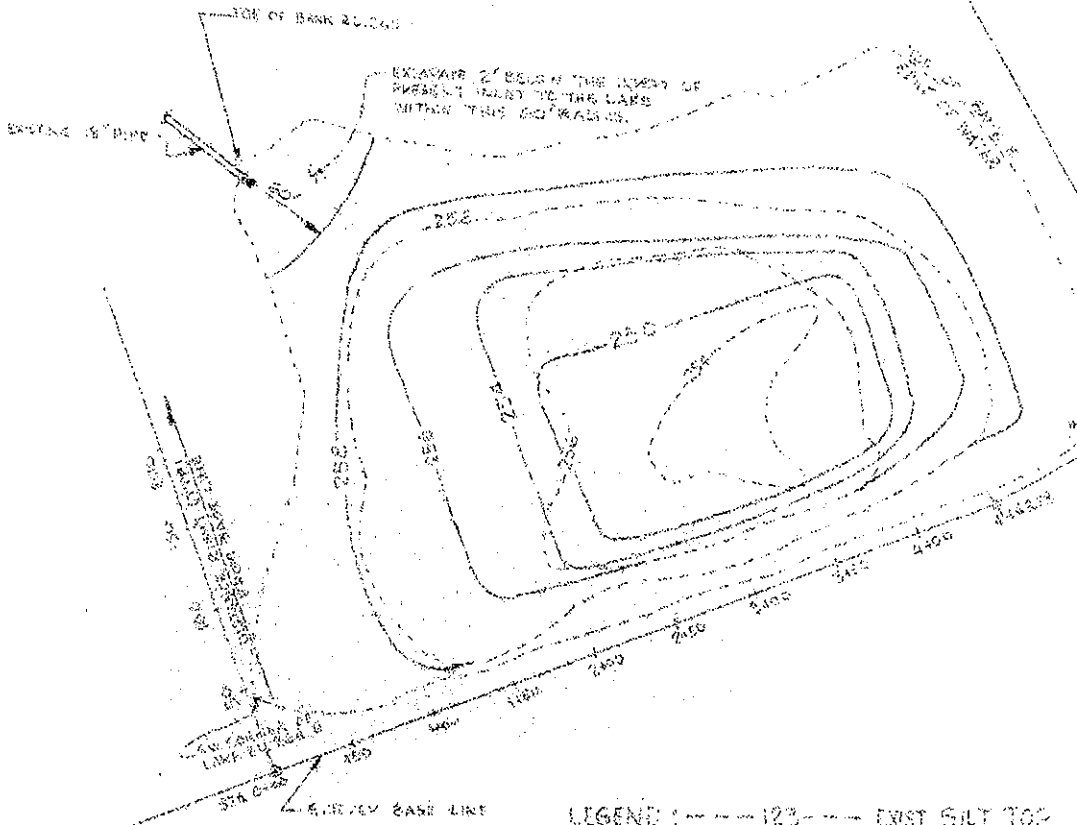
OF SEATTLE PROPERTY
FOR
DREDGED MATERIAL

- S:
1. ALTERNATE SILT POND OUTLET METHODS TO BE DISCUSSED WITH THE DREDGING CONTRACTOR PRIOR TO INSTALLING THE TYPE II CB AT OUTLET:
 - a. PUMP SILT LADEN WATERS INTO DISPOSAL SITE DURING THE DAY. ALLOW TIME FOR SILT TO SETTLE FROM THE WATER AND THEN REVERSE PUMPS TO PUMP CLEAN WATER BACK INTO LAKE.
 - b. PLACE STOP LOGS BETWEEN "I" BEAMS AT THE OUTLET OF DISPOSAL AREA. PUMP SILT LADEN WATER INTO DISPOSAL AREA. AS SILT SETTLES FROM WATER, REMOVE ONE STOP LOG OUT AT A TIME TO ALLOW CLEAN WATER TO FLOW INTO A TEMPORARY PIPE SYSTEM AND INTO THE LAKE.
 2. AFTER THE COMPLETION OF DREDGING OPERATION, GRADE THE ENTIRE SITE TO DRAIN SOUTHEASTERLY.
 3. THE VOLUME OF DREDGED MATERIAL IS ESTIMATED 12,000 CU.YD
 4. THE SPOIL AREA AND BERM WILL BE HYDROSEEDED BY OTHERS.
 5. BERM AND RECYCLE PIPE WILL BE CONSTRUCTED BY KING COUNTY PRIOR TO DREDGING.

ERM SHALL BE COMPACTED
 AT LEAST 95 PERCENT OF THE
 M RELATIVE DENSITY.

KING COUNTY DEPT. OF PUBLIC WORKS
 SURFACE WATER MANAGEMENT

LORA LAKE DREDGING



Construction of this project shall be in accordance with the plans and specifications herein and shall conform to the standards and specifications of the King County Department of Public Works.

LEGEND: --- 123 --- EXIST SILT TOP
 --- 123 --- FINISHED ELEV.

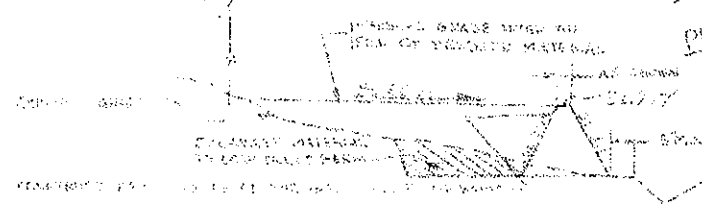
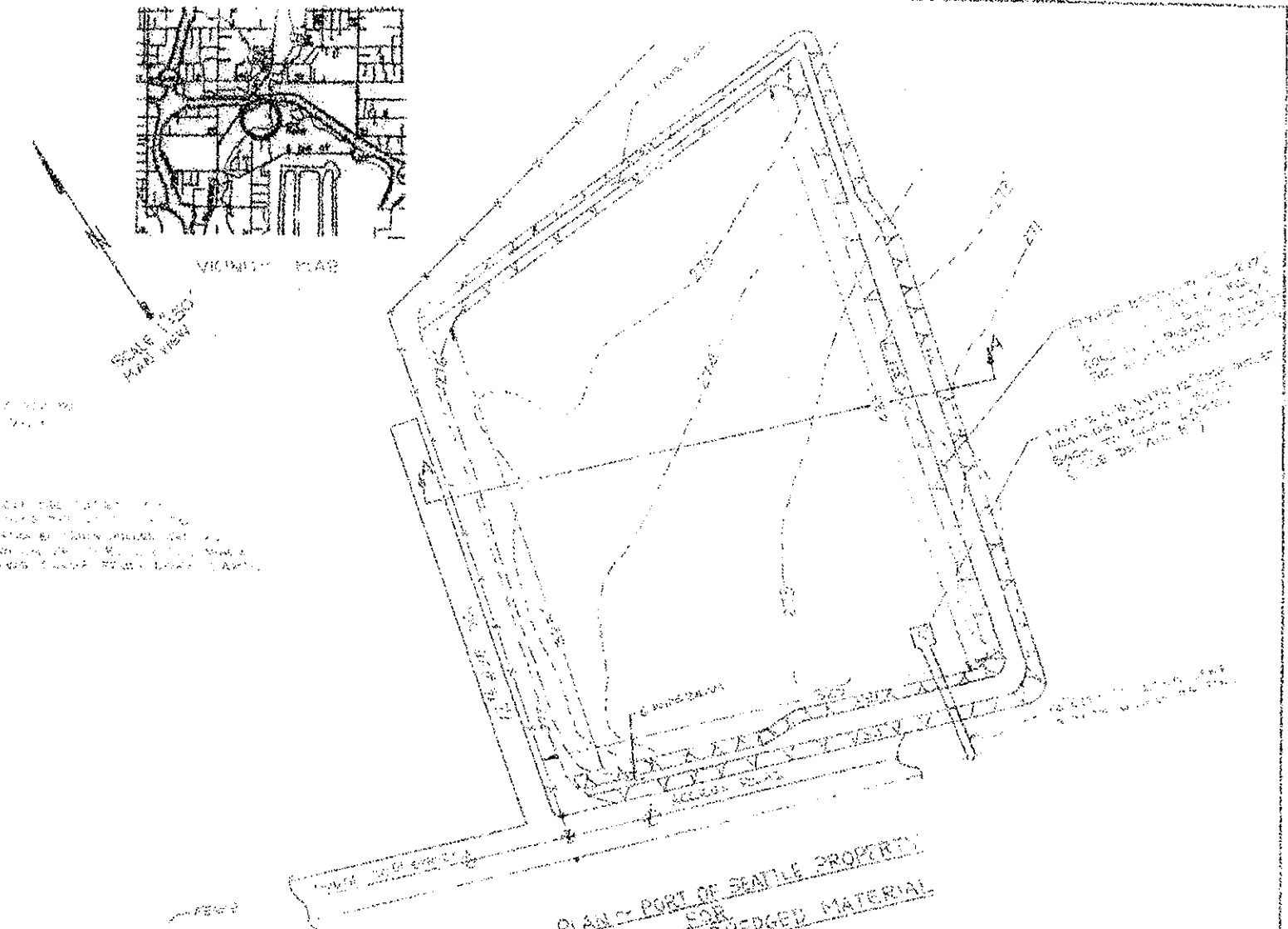
OFFSET DIST TO RIGHT FROM BASE LINE

| STA. | ELEV. 258 | ELEV. 256 | ELEV. 254 | ELEV. 250 |
|------|-----------|-----------|-----------|-----------|
| 1400 | 52.8170 | - | - | - |
| 1450 | 16.6270 | 50.8290 | - | - |
| 2+00 | 35.8377 | 49.8340 | 50.8210 | - |
| 2+50 | 27.8267 | 52.8287 | 44.8268 | 54.8160 |
| 3+00 | 18.8123 | 34.8210 | 40.8208 | 50.8153 |
| 3+50 | 27.8249 | 35.8250 | 40.8180 | 50.8162 |
| 4+00 | 27.8215 | 40.8125 | 38.8174 | 50.8160 |
| 4+50 | 57.8225 | 57.8180 | 14.8175 | - |

LORA LAKE
 DREDGING SITE PLAN

QUANTITY OF DREDGED MUD
 The total volume of the material to be dredged is estimated to be 1,000 cubic yards. This estimate is based on the plan view of the lake and the assumed depth of the material to be dredged. The actual quantity may vary depending on the results of the field investigation.

LEGAL DESCRIPTION OF LAKE:
 Tract 27, 1st 1/2 Sec 18, T4N, R10E, S1W, King County, Washington. See 1980-0000.



SECTION A-A
 NOT TO SCALE
 TYPE II C.R.
 DETAIL "B"

- NOTES:
1. ALL DREDGED MUD SHALL BE PLACED IN THE DISPOSAL AREA WITHIN THE PERIOD OF 90 DAYS FROM THE DATE OF DREDGING. THE DISPOSAL AREA SHALL BE MAINTAINED IN A CLEAN AND SAFE CONDITION AT ALL TIMES. ALL DREDGED MUD SHALL BE PLACED IN THE DISPOSAL AREA WITHIN THE PERIOD OF 90 DAYS FROM THE DATE OF DREDGING. THE DISPOSAL AREA SHALL BE MAINTAINED IN A CLEAN AND SAFE CONDITION AT ALL TIMES.
 2. AFTER THE COMPLETION OF DREDGING OPERATIONS, GRADE THE ENTIRE DISposal AREA TO EXISTING GROUND LEVEL.
 3. THE VOLUME OF DREDGED MATERIAL IS ESTIMATED 1,000 CUBIC YARDS.
 4. THE DISPOSAL AREA AND BEAM WILL BE CONSTRUCTED BY KING COUNTY.
 5. BEAM AND RECYCLE PIPE WILL BE CONSTRUCTED BY KING COUNTY PRIOR TO DREDGING.

6. THE BEAM SHALL BE LOCATED TO BE AT LEAST 25 PERCENT OF THE PERIMETER RELATIVE TO THE BEAM.

7. IF AVAILABLE INFORMATION SHOWS A HAZARDOUS MATERIAL IS PRESENT, A PLAN MUST BE SUBMITTED TO THE DEPARTMENT BEFORE THE BEGINNING OF THE DREDGING OPERATIONS.

KING COUNTY DEPT. OF PUBLIC WORKS
 LORA LAKE DREDGING
 SHEET 1 OF 1 SHEETS
 RECOMMENDED BY: M.A. GIBSON
 APPROVED BY: LARRY R. BIERSON

KING COUNTY DEPARTMENT OF PUBLIC WORKS
900 King County Administration Bldg
Seattle, WA 98104

Record Center

11-15-82

CERTIFIED LETTER

Date: 11-10-82

Serial Letter No 1

NOTICE TO PROCEED

Marine Construction & Dredging, Inc.
Contractor

1579 Dunbar Road
Street Address

Mt. Vernon, WA 98273
City, State and Zip

Phone Number: _____

re: Project No 600 680

Contract No C09420C

Contract on the following project:

Lora Lake Dredging

Contract Executed: 11-8-82

Time for Completion: November 30, 1982


Progress Schedule Approved: No

Material Sources Approved: None

Subcontractor or Agents Approved: None

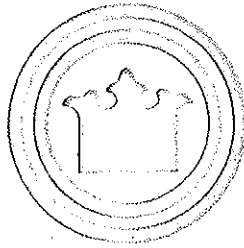
Contract time shall start within 10 days after receipt of Notice to Proceed, or the date work starts, whichever occurs first.

~~JIM QUENTER~~
Director

By 
Manager, Contract Management & Inspection Section

cc: County Road Engineer
Litras, Operations Field Supt
Finance (Brostrom)
Community Relations

Contract Compliance
Operations Section
Contract File
Sandy Adams



King County State of Washington
~~Randy Revelle~~ County Executive - Randy Revelle
 Department of Public Works
~~Director~~ Director - Donald J. LaBelle
 900 King County Administration Building
 500 Fourth Avenue
 Seattle, Washington 98104
 (206) 344-2517

December 2, 1982

12-8-82

Ken Youngsman, President
 Marine Construction & Dredging, Inc.
 1579 Dunbar Road
 Mount Vernon, WA 98273

RE: Lora Lake Dredging

Thank you for your November 17, 1982 letter expressing the physical limitations of your dredging equipment and your possible over-dredging without additional payment.

We have reviewed the step cutting method to hydraulically dredge the underwater slopes of Lora Lake. This method is satisfactory to King County. Also, the method on how to dredge the area within the 60 foot radius of the inflow pipe agreed upon between your foreman and our inspector, Mike Gregory, is acceptable.

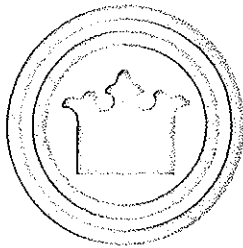
The Washington State Department of Fish and Game has agreed to extend our permit until December 15, 1982. Therefore, the completion date of our contract with you has been revised to December 15, 1982.

Please address any future correspondence for this contract to Rex Knight.

Rex Knight, Manager
 Engineering Services

RK/msc

cc: George Wannamaker, S.W.M.



King County State of Washington **Record Center**
~~Randy Revelle~~, County Executive - Randy Revelle
Department of Public Works
~~James W. Quinlan~~, Director - Donald J. LaBelle
900 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104
(206) 344-2517

December 3, 1982

12-8-82

Ken Youngsman, President
Marine Construction & Dredging, Inc.
1579 Dunbar Road
Mount Vernon, WA 98273

RE: Lora Lake Dredging

In regards to your letters dated November 23rd and November 30th, we agreed to item #1 and #2 in your November 23rd letter. As per our letter of December 2nd, we deny a modification in the contract price based on your November 17th letter stating no additional payment is required for over-dredging, and the contract makes no reference to the type of material to be dredged.

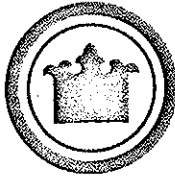
Your foreman has been instructed to cease excavating the hard material and to remove the top layer of silts only.

I trust this answers your concerns.

Rex H. Knight
Engineering Services

RHK/CEB/msc

cc: George Wannamaker



Record Center

12-27-82

King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, *Director*

December 15, 1982

Serial Letter No. 2

Marine Construction and Dredging, Inc.
1579 Dunbar Road
Mount Vernon, WA 98273

re: Lora Lake Dredging
Project 600680 (Contract C09420C)

This is in reference to your letter dated December 13, 1982, which you hand carried to the meeting with members of this office on Tuesday, December 14, 1982.

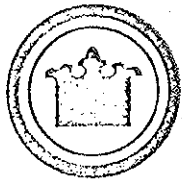
Based on the discussion at the meeting and the information which we presented to you showing dredged elevations, we will withhold comment on your letter contending a changed condition. As you indicated, if the lake has been dredged several feet below elevation 250, your claim is substantially reduced.

An estimate will be prepared for the work done less the retainage and the change order amounts as agreed.

When you have completed your review of the survey information, we would propose another meeting to resolve this matter.


Rex H. Knight
Engineering Services

RHK/JDA/msc
JDA



1/21/83

Record Center

King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, Director

January 17, 1983

Marine Construction and Dredging, Inc.
1579 Dunbar Road
Mt. Vernon, WA 98273

re: Lora Lake Dredging
Project 600680 (Contract C094200)

This is in reference to your letters of December 20, 1982 and January 11 1983, and the meeting with your engineer, Mr. Roque, on January 6, 1983.

As discussed at the meeting with Mr. Roque, we refigured the volume dredged based on the higher of the two readings taken by our survey crews on December 6, 1982. The only exception to this was in the areas of the lake which were not dredged, according to your grid data, until after December 6, 1982.

The quantity which we computed by using the higher as-built elevations is 10,500 cubic yards. This includes 1,423 cubic yards dredged below design grade (over-excavation). We have previously calculated that, based on the original cross-sections, there were 1,104 cubic yards of material dredged below original lake bottom.

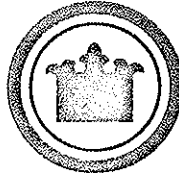
The quantities provided by Mr. Roque show 750 cubic yards (pipe hole) dredged. The over dredging in this area was a result of the physical limitations of your equipment and not to be considered for additional payment.

The dredging quantity figured by Mr. Roque less the 750 cubic yards would be 13,343 cubic yards. The difference in our quantities can very easily be explained in terms of top of original material and the method for measuring, i.e. -(8# lead vs. steel rod). This material would be easily dredged and not contribute substantially to the cost.

Based on this information, and acknowledging that some excavation below lake bottom was called for, we propose a \$5,000.00 lump sum increase to the contract to settle this claim.

Rex H. Knight, P.E.
Engineering Services

RHK/JDA:mc



Record Center

King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, *Director*

1-28-83

January 26, 1983

Serial Letter No. 3

Marine Construction & Dredging, Inc.
1579 Dunbar Road
Mt. Vernon, WA 98273

re: Lora Lake Dredging
Project 600680 (Contract C09420C)

This is in response to the meeting with you on January 17, 1983, regarding your claim on the above project.

We have reviewed the information which Mr. Roque submitted and the recalculations which we have done on quantities of material. As we discussed and generally agreed, the total quantity of material dredged is about 16,000 cubic yards. This is a combination of the 10,500 cubic yards from our cross sections and your 5,638 cubic yards figure for volumes dredged above the cross sections. This quantity corresponds with the volume estimated to be in the disposal pond.

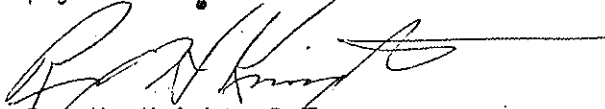
Our records indicate the dredge worked 18 days, of which 2½ days were in the inlet area. In your letter of December 13, 1982, you state your bid was based on 66 hours of dredging. The \$14,000 bid price for dredging divided by the 66 hours gives a rate of \$212/hour for dredging. Figuring the 16,000 cubic yards divided by the 15½ days (124 hours) of dredging time, indicates an average rate of 130 cubic yards per hour. This rate appears to be reasonable considering the nature of the material being dredged.

The 15½ days (124 hours) was 58 hours in excess of your original estimate for time to complete the work. Using the \$212 per hour rate for dredging from the original bid, the 58 hours of added time required to complete the project would translate into justification for \$12,296 additional compensation.

As discussed in our meeting, we assume this offer will satisfy your claim.

Marine Construction & Dredging, Inc.
Serial Letter No. 3
Lora Lake Dredging
January 26, 1983
Page Two

Your signature on the change order will indicate your concurrence and payment will be made as soon as the change order is processed.

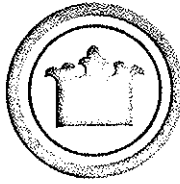
A handwritten signature in dark ink, appearing to read "Rex H. Knight", with a long horizontal line extending to the right.

Rex H. Knight, P.E.
Engineering Services

RHK/JDA:mc

cc: George Wannamaker

Attachment



5-12-83

King County Executive
Randy Revelle

Record Center

Department of Public Works
Donald J. LaBelle, Director

May 6, 1983

Serial Letter No. 4

Marine Construction & Dredging, Inc.
1579 Dunbar Road
Mt. Vernon, Washington 98273

Re: Lora Lake Dredging
Project 600680 (Contract C09420C)
PAYMENT SUMMARY

This is in response to your invoice statement received this office April 29, 1983.

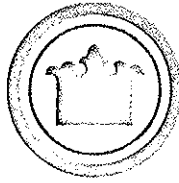
Please refer to progress payment summary for estimate No. 2. The summary shows all items paid except retainage, which will be released when the industrial insurance release is received.

If you have any questions please contact this office at 344-2575.


Rex H. Knight, P. E.
Engineering Services

RHK/JWP:rj

rk



Record Center

King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, Director

5-17-83

May 13, 1983

Oles, Morrison, Rinker, Stanislaw & Ashbaugh
Suite 3208
Seattle-First National Bank Building
Seattle, Washington 98154

Attention: Sam E. Baker, Jr.

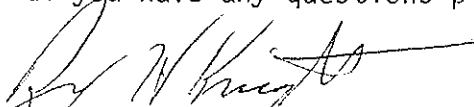
Re: Contract No. C09420C, Lora Lake Dredging

Dear Mr. Baker:

We received the release from the State of Washington Department of Labor & Industries on May 6, 1983. The necessary documents to release the retainage have been sent to the Comptroller's Office.

Our records show that the sum due Marine Construction is \$17,384.91.

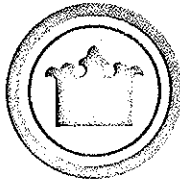
If you have any questions please contact this office at 344-2575.



Rex H. Knight, P.E.
Engineering Services

RHK/JWP:rj

ja



5-31-83

King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, *Director*

Record Center

May 25, 1983

Serial Letter No. 5

Marine Construction & Dredging, Inc.,
1579 Dunbar Road
Mt. Vernon, Washington 98273

Attention: Ken Youngsman

Re: Lora Lake Dredging
Project 600680 Contract (C09420C)
YOUR LETTER OF MAY 19, 1983

Dear Mr. Youngsman,

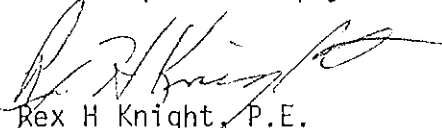
We disagree with your statement that all documents were filed before January 31, 1983.

If you check your files you will observe that Change Order No. 2 was not signed by the County Executive until February 23, 1983.

Your office was contacted on April 22, 1983 by our Documentation Engineer, Mr. James Pharr, informing you that we had not received your industrial insurance release from the state and as of that date the state had no record of anything being filed with their office.

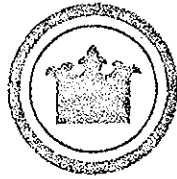
You made reference to a 12 percent interest charge. If interest charges were applicable at this time, per House Bill No. 157, the interest rate is one percent per month.

Your request for payment of interest is denied.


Rex H Knight, P.E.
Manager
Engineering Services

RHK/JWP:rj
ja

26 TTX *file*



King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, Director
October 7, 1983

FORBES / GROVER
WHAT ARE OUR OBLIGA-
TIONS HERE?
ARE YOU FAMILIER W/
LORA LAKE COMMITMENT.

POA

TO: Lou Haff, Maintenance Engineer
FROM: Larry Gibbs, Surface Water Management
RE: Lora Lake

Wally Watson, spokesman for the Lora Lake Community Club, called Paul Hooper on September 30, 1983, because he believes King County still has a few items of work to do according to our agreement with the Lora Lake Community Club. When I talked to Wally Watson on October 3, he said the Community Club would be happy if the following items were completed:

1. Some large rocks they claim are located a considerable distance away from the recently constructed rock weir in Lora Lake. He wants King County to move those rocks back onto the weir. I talked to Jerry Adair who managed the construction project and he was not aware of any rock located outside the rock weir and said that they have released the contractor.
2. The silt presently behind the rock weir should be cleaned out.
3. Construct another overflow weir adjacent to the existing bulkhead. I believe this is something two people from the Community Club could do by hand in one hour.
4. The berm King County constructed around the Lora Lake dredging spoil area should be breached or leveled. Some adjacent landowners are complaining because it looks bad. I think we should do this quickly because water could build up during the winter and possibly cause the berm to fail resulting in possible siltation of Miller Creek.
5. Watson claims John Grover said King County would buildup a low bank on the east side of Lora Lake and correct the outlet pipe from the lake. He wants to know when this is going to be done.

Memo to Lou Haff
October 7, 1983
Page Two

I talked to John about the above items. I told Wally Watson I would get back to him by October 27, which is the next scheduled Lora Lake Community Club meeting. Therefore, I would appreciate your comments by October 26, 1983.

LRG:bjs

cc: Paul Hooper
Jerry Adair

8/3/83

King County Executive
 Randy Bealle
 Deputy Executive Director
 Douglas Lee, Jr., Director

July 29, 1983

Serial Letter No. 1

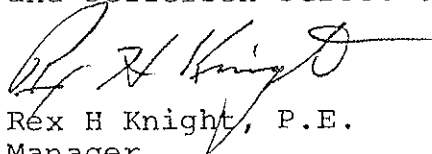
M. & D. Stoen Construction, Inc.
 2005 - N.W. Blue Ridge Drive
 Seattle, WA 98177

RE: Lora Lake Drainage
Project 600680 (Contract C095726)
PRE-CONSTRUCTION CONFERENCE

A preconstruction conference regarding subject project will be held in Conference Room 856 of the King County Department of Public Works, King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104 at 1:30 p.m. Tuesday, August 2, 1983.

It is recommended that your representatives include your field supervisor. Utility companies affected by this work are also expected to have representatives present, with firm schedules for relocation.

The meeting will be approximately two hours in duration. Parking is provided on a space available basis on the main floor of the King County Automotive Center. Entrance to the parking facility is on Fifth Avenue between Terrace and Jefferson Streets.



Rex H Knight, P.E.
 Manager
 Engineering Services

RHK/CEB:m

| | |
|-----------|---------------------|
| cc: Adair | Hooper |
| Bishop | Logan |
| Dixon | Lehman |
| Hinkle | Robinson |
| Beckett | H&CD |
| MacVeigh | Contract Compliance |
| Haff | Gibbons |

KING COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT MANAGEMENT & INSPECTION UNIT

8-22-83

SUMMARY OF PRECONSTRUCTION CONFERENCE

Date: August 2, 1983

Project Name: Lora Lake Drainage

Project Number: 600680

Contractor: M & D Stoen Construction, Inc.

Address: 2005 - N.W. Blue Ridge Drive
Seattle, WA 98177

Phone:

Contract: LORA LAKE DRAINAGE

Award Date July 26, 1983

Amount \$13,213.28

Description of Work Construction of a siltation pond at the inlet into Lora Lake

Working Days: 20 days Estimated Start: August 15, 1983

Remarks: (Detours, Traffic Delays, Driveway Access) _____
Restoration of property used for access to lake

For further information telephone 344-2575.

cc: Deputy Director
County Engineer

Community Relations
Contract File

KING COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACT MANAGEMENT & INSPECTION UNIT

PRECONSTRUCTION CONFERENCE

LORA LAKE DRAINAGE

PROJECT: 600680

CONTRACT: C09572C

1. DESCRIPTION OF WORK

The work to be performed under this contract consists of constructing a rock berm in Lora Lake to create a siltation pond at the inlet into Lora Lake from Des Moines Way lying southwesterly of South 150th Street in the N.E. 1/4 of Section 20, Township 23 North, Range 4 East, W.M. in King County, Washington, all in accordance with the plans, these Special Provisions and the State Standard Specifications.

2. PERSONNEL IN ATTENDANCE

A. King County

| | | |
|---------------|-------------------|----------|
| James Hinkle | Field Coordinator | 344-2575 |
| Larry Dixon | Survey | 344-4038 |
| Korman Olsen | Design Engineer | 344-4209 |
| Larry Gibbons | SWM Division | 344-4036 |

B. Utilities

None

C. Contractor

| | | |
|------------------|------------------------------------|----------|
| Daniel D. Stoen | President M&D Stoen Const. | 784-6718 |
| Michael M. Stoen | Vice-President M&D Stoen Const. | 784-6718 |

3. SUMMARY OF CONFERENCE

- A. Mr. Beckett opened the meeting by announcing that the notes of the procedure taken during the meeting would be made a matter of public record and available to anyone present.

After a brief description of the contract work, he asked that each person identify himself and the office represented. The group was then informed that contract work would be accomplished under the 1980 Edition of the Washington State Highway Standard Specifications.

B. General Discussion

1. King County

Personnel noted the following items: 1) project will require certified scales and scalemen, 2) Jim Wricher (632-4440) is property owner of designated access.

2. Contractor

Plans to start by August 18th.

3. Utilities

Not applicable

C. Administrative Matters

1. Address for Correspondence

King County Department of Public Works
Contract Management & Inspection Unit
900 King County Administration Building
Seattle, Washington 98104

ATTENTION: Rex H Knight, Manager

All correspondence to be in duplicate

2. Miscellaneous Requirements Discussed

- a. ~~Material-Certifications~~
- b. Source Approvals
- c. ~~Subcontractor-Approvals~~
- d. Designate Superintendent in Writing
- e. Supply Night and Emergency Phone Numbers
- f. Traffic
- g. ~~Temporary Erosion Control Plan~~
- h. ~~Minority-Owned-Subcontractors~~

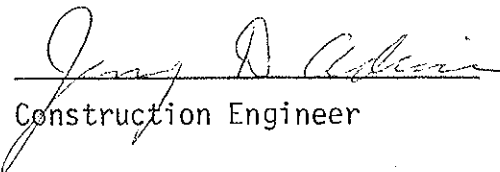
i. Progress Schedule

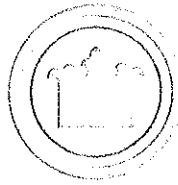
Items "b" through "i" should be submitted with letter as per the instructions handed out.

D. Engineer's Comments

No oral statements or conversation between county employees and the contractor, nor any consideration reached at this conference, will alone modify this contract. Any and all conclusions which may alter the content of the contract will require a change in the contract which will be processed as provided in Section 1-04.4, page 15 of the Standard Specifications; and Sections 11 and 12, page E-3 of the General Conditions of the contract. The record of this conference will note that this requirement of the contract has been emphasized.

CEB/JDA:m


Construction Engineer



8-22-83

King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, Director

August 17, 1983

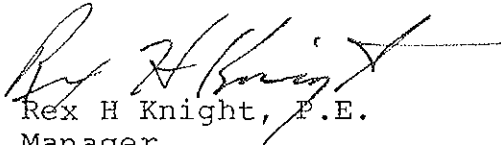
Serial Letter No. 3

M & D Stoen Construction
2005 - N.W. Blue Ridge Drive
Seattle, WA 98177

RE: Lora Lake Drainage
Project 600680 (Contract C095726)
PRE-CONSTRUCTION CONFERENCE MINUTES

Enclosed for your information and approval is a copy of the preconstruction conference meeting minutes, for the meeting held in this office on August 2, 1983, relative to the subject contract.

If you have any comments regarding additions and/or omissions in the enclosed minutes, please contact this office at 344-2575.


Rex H Knight, P.E.
Manager
Engineering Services

RHK/CEB:m
Enclosure
Ju

AGGREGATE WEIGHT AND DURABILITY TESTS

PROJECT Lora Lake Drainage PROJECT NO. 600680
TYPE OF MATERIAL QUARRY SPALLS SOURCE Builders Rock - Stockpile ^{D-313}
MATERIAL'S USE Light Loose Riprap DATE SAMPLED 8-4-83
DATE TESTED 8-5-83 TESTED BY Karinen/MILLER LAB NO. K-83-574
REUHL

BULK SPECIFIC GRAVITY AND UNIT WEIGHT (WASH. TEST METHOD 107)

Weight of Saturated, Surface Dry rock in air (A) 6662

Weight of Saturated, Surface Dry rock in water (B) 4195

Bulk Specific Gravity (S.S.D.) = $\frac{A}{A - B}$ = 2.70

Unit Weight 168.48 lbs/ft³

Specification 160.00 lbs/ft³

DEGRADATION FACTOR (WASH. TEST METHOD 113A)

Degradation Factor _____

Specification _____

LOS ANGELES ABRASION (WASH. TEST METHOD 101A)

L.A. Abrasion (500 Revs.) _____

Specification _____

SULPHATE SOUNDNESS (AASHTO T-104)

Sulphate Soundness (5 Cycles) .014

Specification 35 MAX FIVE CYCLES

Material Does Does Not
Meet Spec's.

By _____

KING COUNTY
SOILS & MATERIALS LAB

TEST DATA

Col-er: _____ Instruction: _____

_____ Construction Engr

4 Project Engr

_____ Project Inspector

_____ Contractor

_____ Producer

1 File

_____ Other

8-15-83



King County State of Washington
 County Executive Randy Kervelle
 Department of Public Works
 Director - Donald J. LaBelle
 900 King County Administration Building
 500 Fourth Avenue
 Seattle, Washington 98104
 (206) 344-2517

Soils and Materials Laboratory
 7733 Leary Way N.E.
 Redmond, Wa. 98052

MEMORANDUM

DATE: 9-20-83

PROJECT NUMBER: 600680

CONTRACT NO: C095726

LOCATION: LORA LAKE DRAINAGE.

SUBJECT: Project Documentation.

This is to certify that all tests and certification required on the Record of Materials for the above project have been completed or documented by the materials laboratory.

Larry D. Bishop
 LARRY D. BISHOP
 Materials Engineer

KING COUNTY
 SOILS & MATERIALS LAB

TEST DATA

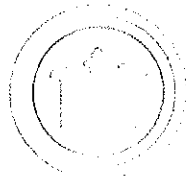
Copies Distribution

- _____ Construction Engr
- 1 Project Engr.
- _____ Project Inspector
- _____ Contractor
- _____ Producer

- 1 File
- 1 Other *Phan*

mailed 9.20-83

9-26-83



King County Executive
Randy Revelle

Department of Public Works
Donald J. LaBelle, Director

September 20, 1983

Serial Letter No. 6

M&D Stoen Construction
2005 - N.W. Blue Ridge Drive
Seattle, WA 98177

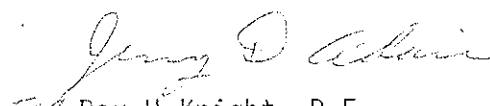
RE: Lora Lake Drainage
Project 600680 (Contract C095726)
FINAL QUANTITIES

Please find enclosed final quantities as documented by King County on the subject project. These quantities accurately reflect a summary of our records.

Please sign attached Comparison of Quantities and return. Your concurrence in the final quantities will establish a final contract amount on this project, thus expediting notification to the Department of Revenue of the final contract amount by this office.

When this office has received the necessary releases from the Department of Revenue, the Affidavit of Wages Paid from you and any subcontractors used, and the Industrial Insurance Release from Labor and Industries, then your retainage will be released.

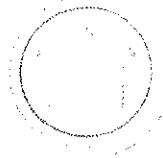
If you have any questions please contact this office at 344-2575.


Rex H Knight, P.E.
Manager
Engineering Services

RHK/JWP:rj

Attachment

9-8-83



King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, Director

September 2, 1983

Serial Letter No. 5

M&D Stoen Construction
2005-N.W. Blue Ridge Drive
Seattle, Washington 98177

Re: Lora Lake Drainage
Project 600680 (Contract C095726)
Final Inspection

A final inspection on subject contract has been scheduled on the project site starting at 10:30, Thursday, September 9, 1983.

There will be representatives from the King County Department of Public Works present at the inspection to review the completed work for compliance with design and specifications.

A handwritten signature in black ink, appearing to read "Rex H. Knight".

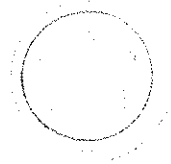
Rex H. Knight, P.E.
Manager
Engineering Services

RHK/JMH:ee

cc: Jerry Adair
Carl Beckett
Paul Hooper
Stuart MacVeigh
Lou Haff
John Cogan

Larry Bishop
H.&C.D.
Contract Compliance
Sue Robinson
Joe Simmler (SWM)

9-8-83



King County Executive
Randy Revelle
Department of Public Works
Donald J. LaBelle, Director

September 2, 1983

Serial Letter No. 5

M&D Stoen Construction
2005-N.W. Blue Ridge Drive
Seattle, Washington 98177

Re: Lora Lake Drainage
Project 600680 (Contract C095726)
Final Inspection

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Rex H. Knight, P.E.
Manager
Engineering Services

RHK/JMH:ee

cc: Jerry Adair
Carl Beckett
Paul Hooper
Stuart MacVeigh
Lou Haff
John Cogan

Larry Bishop
H.&C.D.
Contract Compliance
Sue Robinson
Joe Simmler (SWM)



King County Sta. of Washington
 COUNTY Executive Randy Revellie
 Department of Public Works
 Director - Donald J. LaBelle
 900 King County Administration Building
 500 Fourth Avenue
 Seattle, Washington 98104
 (206) 344-2517

Soils and Materials Laboratory
 7733 Leary Way N.E.
 Redmond, Wa. 98052

MEMORANDUM

DATE: 9-20-83

PROJECT NUMBER: 600680

CONTRACT NO: C095726

LOCATION: LORA LAKE DRAINAGE.

SUBJECT: Project Documentation.

This is to certify that all tests and certification required on the Record of Materials for the above project have been completed or documented by the materials laboratory.

Larry D. Bishop
 LARRY D. BISHOP
 Materials Engineer

KING COUNTY
 SOILS & MATERIALS LAB

TEST DATA

Copies

Distribution

- _____ Construction Engr
- 1 Project Engr
- _____ Project Inspector
- _____ Contractor
- _____ Producer
- 1 Fig.
- 1 Other *Pharr*

mailed 9.20-83

9-26-83



King County Executive
Randy Ravelle
Department of Public Works
Donald J. LaBelle, Director

September 20, 1983

Serial Letter No. 6

M&D Stoen Construction
2005 - N.W. Blue Ridge Drive
Seattle, WA 98177

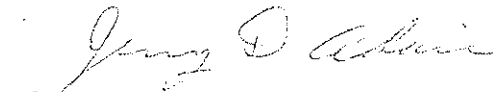
RE: Lora Lake Drainage
Project 600680 (Contract C095726)
FINAL QUANTITIES

Please find enclosed final quantities as documented by King County on the subject project. These quantities accurately reflect a summary of our records.

Please sign attached Comparison of Quantities and return. Your concurrence in the final quantities will establish a final contract amount on this project, thus expediting notification to the Department of Revenue of the final contract amount by this office.

When this office has received the necessary releases from the Department of Revenue, the Affidavit of Wages Paid from you and any subcontractors used, and the Industrial Insurance Release from Labor and Industries, then your retainage will be released.

If you have any questions please contact this office at 344-2575.


Rex H Knight, P.E.

Manager
Engineering Services

RHK/JWP:rj

Attachment



State of Washington
 Department of Revenue AX-02
 Excise Tax Division
 Audit Procedures & Review
 Olympia, Washington 98504

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Reg. No.

Date December 6, 1983

DO NOT USE

From: King County
 Department of Public Works
 656 - Administration Building
 500 - Fourth Avenue
 Seattle, WA 98104

| |
|---------------|
| Assigned To |
| Date Assigned |
| P.W.C. Number |
| Date |

Gentlemen:

Notice is hereby given relative to the completion of contract or project described below.

Description of Contract: LORA LAKE DRAINAGE

| | | |
|-----------------------|--|----------------------------------|
| Contractor's Name | : M&D Stoen Construction | Phone Number: (206) 784-6718 |
| Contractor's Address | : 2005 - N.W. Blue Ridge Drive Seattle, WA 98107 | |
| Date Work Commenced | : August 19, 1983 | |
| Date Work Completed | : Sept. 9, 1983 | Date Work Accepted: Nov. 8, 1983 |
| Surety or Bonding Co. | : United Pacific Insurance Co. Paula McCoy | |
| Agent's Address | : 1200 - Westlake Avenue No. #603 Seattle, WA 98109 | |
| Contract Amount | : \$12,280.00 | Amount Disbursed: \$13,462.65 |
| Additions | : 841.63 | Amount Retained : 656.08 |
| Sales Tax | : 997.25 | Total : \$ 14,118.93 |
| Total | : \$14,118.93 | |

By [Signature]
 Disbursing Officer

The Disbursing Officer must complete and mail three copies of this notice to the Department of Revenue, Olympia, Washington 98504 immediately after acceptance of the work done under this contract. NO PAYMENTS SHALL BE MADE FROM RETAINED FUND until receipt of Department's certificate, and then only in accordance with said certificate.



STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES
General Administration Building • Olympia, Washington 98504

January 30, 1984

King County
Department of Public Works
956 Administration Bldg.
Seattle, WA

Re: Firm No. 424,555-00-1
Contract NO. C09572C

Gentlemen:

C Please be advised that the Department of Labor and Industries does hereby release King County from any further liability pursuant to RCW 51.12.050 and RCW 51.12.070 as would otherwise incur in connection with a contract calling for constructing a rock berm in Lora Lake.

O This certificate does not release M & D Stoen Construction, Inc., from liability for additional contributions which later may be determined to be due with respect to the above mentioned contract or any other contracts said contractor may have performed.

Very truly yours,

P *Kaye Kjolraug*
CK

Kaye Kjolraug
Administrative Assistant
Contractor Compliance Unit
Phone: (206) 753-4398

Y cc: LKK.cdc.1.02
cc to

M & D Stoen Construction, Inc.
P.O. Box 70437
Seattle, WA 98107



1 KODAK E- 2 KODAK E- 3 KODAK E- 4 KODAK E- 5 KODAK E- 6 KODAK E-



7 KODAK E- 8 KODAK E- 9 KODAK E- 10 KODAK E- 11 KODAK E- 12 KODAK E-

Project LORA LAKE DRAINAGE Contract No. C58615C
 Project No. 600680 Inspector T. M. SULLIVAN

- | | |
|---|---|
| <p>1. Location <u>DN APP. @ 1506-125 MAINS WY.</u> Date <u>8-16-83</u> Remarks <u>PRIOR TO CONST.</u></p> | <p>7. Location <u>S.W. FRONTAGE @ MILLHEAD</u> Date <u>8-16-83</u> Remarks <u>PRIOR TO CONST.</u></p> |
| <p>2. Location <u>DN APP. @ 1506-125 MAINS WY.</u> Date <u>8-16-83</u> Remarks <u>PRIOR TO CONST.</u></p> | <p>8. Location <u>SW FRONTAGE @ MILLHEAD</u> Date <u>8-16-83</u> Remarks <u>PRIOR TO CONST.</u></p> |
| <p>3. Location <u>ACCESS RD.</u> Date <u>8-16-83</u> Remarks <u>PRIOR TO CONST.</u></p> | <p>9. Location <u>BEGINNING OF ROAD @ 1506</u> Date <u>8-17-83</u> Remarks <u>RT. SIDE</u></p> |
| <p>4. Location <u>ACCESS RD.</u> Date <u>8-16-83</u> Remarks <u>PRIOR TO CONST.</u></p> | <p>10. Location <u>BEGINNING OF ROAD @ 1506</u> Date <u>8-17-83</u> Remarks <u>RT. SIDE</u></p> |
| <p>5. Location <u>EXIST. DRAINAGE (ACCESS)</u> Date <u>8-16-83</u> Remarks <u>PRIOR TO CONST.</u></p> | <p>11. Location <u>STOCK PILE LOCATION</u> Date <u>8-17-83</u> Remarks <u>BACKSIDE - 1506-125 MAINS</u></p> |
| <p>6. Location <u>SW FRONTAGE @ 1506-125 MAINS WY.</u> Date <u>8-16-83</u> Remarks <u>PRIOR TO CONST.</u></p> | <p>12. Location <u>1506-125 MAINS WY @</u> Date <u>8-17-83</u> Remarks <u>PROJ. OWNER + CLAIMS</u></p> |

NOTICE OF COMPLETION AND ACCEPTANCE

CONTRACT NUMBER C09572C

PROJECT NUMBER C58615C

NAME AND DESCRIPTION OF WORK LORA LAKE DRAINAGE

CONTRACTOR M&D Stoen Construction

ADDRESS 2005 - N.W. Blue Ridge Drive
Seattle, WA 98177

SURETY United Pacific Insurance Company

DATE 11/10
____ KNIGHT
____ ADAIR
____ BISHOP
____ BECKETT
____ PHARR
____ HINKLE
____ IVERSON
____ WITTMAN
 FILE

THIS IS TO CERTIFY THAT WORK ON THE ABOVE DESCRIBED PROJECT WAS COMPLETED
ON September 9, 1983, AND IS HEREBY ACCEPTED BY KING COUNTY
ON November 8, 1983. THIS ACCEPTANCE BY THE COUNTY, HOWEVER,
IS CONDITIONAL AND IS NOT INTENDED TO IN ANY WAY RELIEVE THE CONTRACTOR OR
THE CONTRACTOR'S SURETY FROM ANY OBLIGATION RESULTING FROM ANY ACTION WHATEVER
FILED AS A RESULT OF THIS PROJECT WHEN A CLAIM FOR DAMAGES HAS BEEN OR MAY AT
SOME FUTURE TIME BE FILED.



KING COUNTY EXECUTIVE
NOV 8 1983

JOB COMPLETION NOTICE

DATE February 2, 1984

PROJECT NO. 058615

ICE: Office of King County Road Engineer, Seattle, Washington

Description and final cost of work performed by the King County Department of Public Works & Transportation (Roads Division)

Nature of Work: LONA LAKE DRAINAGE (Phase II)

Completed Job Approved By:

Date Completed & Approved:

[Signature] **Completed**
[Signature] **Accepted**
~~Project Foreman~~ **Project Engineer**

September 9, 1983
November 8, 1983

[Signature]
~~Project Superintendent~~ **Documentation Engineer**

February 2, 1984

[Signature]
~~Division Engineer~~ **Construction Engineer**

February 2, 1984

ty Road Engineer

2/3/84

NOTE: Above section to be filled in by Division Office and forwarded to Division Engineer Within five (5) days after project completion.

Comptroller's Accounting Division to complete following section.

DATE JOB CLOSED 2-29-84

| CODES | TOTAL COST | 1984 COST | 1983 COST |
|----------------------------|---------------|-----------|---------------|
| <u>Construction</u> | <u>14,119</u> | | <u>14,119</u> |
| <u>Construction Admin.</u> | <u>3,474</u> | <u>63</u> | <u>3,361</u> |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

TOTAL COST \$ 17,543.00
STATE

DIVISION ENGINEER

Lora Lake Shoreclub
15010 Des Moines Memorial Dr.
Seattle, Washington 98148
December 4, 1990

Mr. Henry Kuga, Supt. Special Operations
155 Monroe Avenue Northeast
Renton, Washington 98056-4119

Re: County Cleanup of Lora Lake Weir. written request dated
June 12, 1990

Dear Mr. Kuga:

I am writing to you again regarding the county's annual schedule to clean the weir on Lora Lake. In my letter dated June 12, 1990, I reminded you about the legal agreement between King County and the Lora Lake Shoreclub and the county's annual maintenance responsibilities. On August 29, 1990, Bill Bowman from your department came out to Lora Lake and discussed the situation with me. At that time we agreed that something needed to be done as a long-term solution to the problem of pollutants entering the weir and lake, both from a clean-water standpoint and an aesthetic standpoint. He said he would get back to me soon. No action has been taken.

Our question now is this: What does the county intend to do and when does it intend to do it? The weir is to be cleaned on an annual basis, and yet another year has gone by with no cleaning or maintenance whatsoever. No one has responded with a long-term solution. Some action in this matter is needed now. Please contact me with an action plan. I can be reached at the above address or by phone: 296-1259 at work, or 243-5499 at home. A timely response would be appreciated. Thank you.

Sincerely,

Richard D. Higginbotham
President, Lora Lake Shoreclub

CC: Jerry Creek, Manager, Surface Water Management
Facilities Maintenance

Lora Lake Shoreclub
15010 Des Moines Memorial Dr.
Seattle, Washington 98148
December 4, 1990

Mr. Jerry Creek, Manager
SWM Facilities Maintenance
155 Monroe Avenue N.E.
Renton, Washington 98056

Dear Mr. Creek,

Enclosed please find a letter to Mr. Henry Kuga, Supt. Special Operations, regarding the cleaning of the weir in Lora Lake. This letter is to keep you informed in case any problems arise. Thank you for your assistance in this matter.

Sincerely,

Richard D. Higginbotham
President, Lora Lake Shoreclub

Enc.

CITY OF SEATAC



19215 - 28th Avenue South - SeaTac, Washington 98188 - (206) 878-9100 - FAX (206) 878-9416

Public Works

Bruce Rayburn, P. E., Director

May 3, 1991

James Kramer, Manager
Surface Water Management
King County, MS 7-DH
701 Dexter Horton Bldg
Seattle, WA 98104

RE: Lora Lake Maintenance Agreement

Dear Mr. Kramer:

Attached please find a copy of an agreement between the Lora Lake Shore Club and King County for the maintenance of certain drainage improvements.

The Lora Lake Shore Club approached the City of SeaTac asking if it plans to assume the maintenance responsibilities outlined in the agreement. Not being familiar with the agreement, the City attorney was requested to review the agreement and advise if the City, as a result of incorporation, assumed the County's responsibilities outlined in the agreement. It is his opinion that the maintenance responsibility covered by the agreement was not transferred or assigned to the City as a result of incorporation.

When the Public Works Maintenance Department becomes better established and has a better handle on it's maintenance problems, or the City annexes more of the area served by this drainage system, we will reconsider assumption of the maintenance responsibilities covered in the above referenced agreement. The County, therefore, should include the maintenance of these facilities in it's annual maintenance schedule. If you have any questions or wish to discuss the matter further, please advise.

Very Truly Yours,

Bruce Rayburn, P.E.
Director of Public Works

cc: Richard Higginbotham

LORA LAKE SHORE CLUB
c/o PEG O'BRIEN, SEC.-TREAS.
15016 Des Moines Memorial Drive
Seattle, Washington 98148

(206) 242-5000

RECEIVED
KING COUNTY OFFICE OF
CITIZEN COMPLAINTS

OCT - 2 1991

FROM: Richard H.
INITIALS: JEH

September 23, 1991

Rella Foley, Director
Office of Ombudsman
213 King County Courthouse
516 Third Avenue
Seattle, Washington 98104

Dear Ms. Foley:

This complaint is presented in the hope that intervention by your office will result in King County living up to its contractual responsibilities with the Lora Lake Shore Club.

The Lora Lake Shore Club is comprised of eleven adjoining homeowners and residents who share undivided ownership of Lora Lake. A contract for removal of siltation from the lake, creation of catch basins to trap sediment from surface water run off into the lake, establishing a rock weir system to trap sediment from the surface water run off into Lora Lake, and the maintenance and cleaning of the catch basins and rock weir systems on an annual basis was signed October 27, 1982. A copy of this contract is enclosed.

When I purchased a home in the Lora Lake Community in April 1988, the weir was overgrown with vegetation, the water could not circulate at all, and it was like a backwater swamp, complete with smell, mosquitoes, etc. This was due to the lack of contractually agreed upon annual cleaning and maintenance by King County. I personally spent my first summer digging up vegetation and removing it from the weir area to make the area tolerable.

After much effort on our part, and many delays on the part of King County, we were finally able to get cleaning and maintenance scheduled and accomplished by King County in August 1989. They have not complied with the contract since.

It can be easily ascertained from the enclosures that we have made more than reasonable effort and exercised a high degree of patience in trying to resolve this situation. King County's response has been an apparent willful neglect and avoidance of the situation and their contractual responsibility.

This association is looking for the following actions to resolve this complaint and to atone for current and previous nonperformance by King County in its contract with the Lora Lake Shore Club:

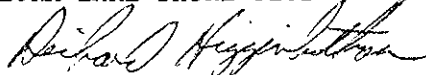
1. The cleaning of the catch basins now and inclusion on a definite annual spring cleaning schedule.

Rella Foley, Director
Office of Ombudsman
September 23, 1991
Page #2

2. The cleaning of the rock weir system now, including the removal of all vegetation, and inclusion on a definite annual spring schedule.
3. Compliance with page 3, para. 6, of the contract, which states "KING COUNTY further agrees to work with the SHORE CLUB and its members to make the rock weir system as attractive as possible." This has never happened.
4. The rerouting of natural spring drain water at the rear of the property at 15010 Des Moines Memorial Drive so that it flows into the rock weir, thereby diluting the pollution and aiding water movement to avoid stagnation within the weir.
5. Repair/replacement of a few concrete bulkhead sections which have fallen.
6. Repair of the "beach area" drain field to aid drainage of these areas on north and west sides of the lake.
7. The repair/rebuilding of the east shore dike area. This area was dug out and opened up to lower the lake level when they worked on the weir in 1989. It was not returned to its former level. This results in the creek east of the lake overflowing the dike and running into the lake during rainy periods. We suggest that future operations would be speeded and facilitated if a permanent drain pipe was installed in this area so that it would not have to be dug out each time the weir had to be hydra-vacc'd. This would require a design allowing the valve or other contron mechanism to be locked closed to avoid tampering and draining of the lake.
8. Repair/rebuild south shore of lake to control and prevent additional erosion.

We will very much appreciate your attention to this matter.

LORA LAKE SHORE CLUB


Richard Higginbotham, President

Enclosures



KING COUNTY
OFFICE OF CITIZEN COMPLAINTS-OMBUDSMAN
C-213 King County Courthouse
Seattle, WA 98104
296-3452 or 296-5289

NOTE:

COMPLAINT

Complainant has requested non-disclosure per RCW 42.17.310(e). Therefore, please return this complaint to us when you have completed your inquiry. Thank You.

| | |
|---|---|
| Complainant Name/Address RICHARD HIGGINBOTHAM 15016 DES MOINES MEMORIAL DR SEATTLE, WA 98148 | Date Received 10/02/91 By JSN PVL V |
| Phone (W)296-1259 Council Dis. 8 | Investigator <i>Nicon</i> |
| | Agency SURFACE WATER MANAGEMENT Agent: CREEK |

SUBJECT

Failure to maintain lake/retention pond as required by contractual agreement between homeowners and County.

SUMMARY

See attached letter of 9-23-91.

Closing

Date Closed
Time Spent



RECEIVED

OCT 10 1991

KING COUNTY
PUBLIC WORKS DIRECTOR

KING COUNTY
OFFICE OF CITIZEN COMPLAINTS - OMBUDSMAN
COMPLAINT TRANSMITTAL
296-3452 - 296-5289

| | |
|-------------------------|--|
| DATE: | <u>10-9-91</u> |
| COMPLAINT NO.: | <u>9110-007</u> |
| TO: | <u>PAUL TANAKA, DIRECTOR, PUBLIC WORKS</u> |
| FROM: | <u>RELLA FOLEY, DIRECTOR- OMBUDSMAN</u> |
| OMBUDSMAN INVESTIGATOR: | <u>JOHN NICON</u> |

Issues: MAINTENANCE OF LORALAKE LACK
OF RESPONSE TO HOME OWNERS REQUEST FOR
MAINTENANCE

- We would appreciate a response from your agency addressing the issues identified above.
- For your information; no response necessary.

Attachment(s) COMPLAINT NO 9110-007
LETTER OF 9-23-91 - HIGGINBOTHAM TO FOLEY
LETTER OF 5-3-91 - RAGBURN TO KRAMER
LETTER OF 12-4-90 HIGGINBOTHAM TO CREEK
LETTER OF 12-4-90 HIGGINBOTHAM TO KUGA

DEPARTMENT OF PUBLIC WORKS — CORRESPONDENCE CONTROL FORM

MAIL CONTROL COORDINATOR

FROM: NAME Nicon, J.

REF. NO. 1091-20

ORGANIZATION _____

DATE REC'D. 10-10-91

DATE ROUTED 10-10-91

ROUTING → RETURN TO MAIL CONTROL COORDINATOR

- | | | |
|---|---|--|
| <input type="checkbox"/> DIRECTOR | <input type="checkbox"/> COUNTY ROAD ENGINEER | <input type="checkbox"/> SURFACE WATER MANAGEMENT |
| <input type="checkbox"/> DEPUTY DIRECTOR | <input type="checkbox"/> ADMINISTRATION SECTION | <input type="checkbox"/> ASSISTANT MANAGER |
| <input type="checkbox"/> AIRPORT DIVISION | <input type="checkbox"/> PROGRAM DEVELOP./ADMIN. UNIT | <input type="checkbox"/> DRAINAGE INVESTIGATION |
| <input type="checkbox"/> SOLID WASTE DIVISION | <input type="checkbox"/> FINANCIAL STRATEGIES UNIT | <input type="checkbox"/> FINANCE/BILLING |
| <input type="checkbox"/> COMMUNITY RELATIONS | <input type="checkbox"/> CIP COORDINATOR UNIT | <input type="checkbox"/> INTERGOVERNMENT RELATIONS |
| <input type="checkbox"/> FLEET ADMINISTRATION | <input type="checkbox"/> FINANCE UNIT | <input type="checkbox"/> RIVER/WATER RESOURCE |
| <input type="checkbox"/> _____ | <input type="checkbox"/> ENGINEERING SERVICES SECTION | <input type="checkbox"/> MAINTENANCE |
| | <input checked="" type="checkbox"/> MAINTENANCE SECTION | <input type="checkbox"/> PROJECT MGMT/DESIGN |
| | <input type="checkbox"/> TRAFFIC ENGINEERING SECTION | <input type="checkbox"/> PUBLIC INVOLVEMENT |
| | <input type="checkbox"/> TRANSPORTATION PLANNING | |

SUMMARY: Higginbotham complaint/maintenance of Lora Lake

(I am advised C. R. Haulman is working on this issue in coordination with Jerry Creek. Patty)

DIRECTORS OFFICE

PREVIOUS REFERENCE _____ WHAT ACTION? _____

INPUT DUE TO
OFF OFFICE 10/18
PT. 10-21-91

RESPONSE REQUIRED: INVEST/REPORT INVEST/PREPARE LTR/MEMO SIGNATURE

APPROVAL: BY/DATE _____

COMMENTS: cc: SWM Division

DIVISION OFFICE

ROUTED → TO BE RETURNED TO DIVISION

STATUS

TO _____ DATE _____
RESPONSE REQUIRED: INVEST/REPORT INVEST/PREPARE LTR/MEMO SIGNATURE

- NO REPLY REQUIRED
 ACKNOWLEDGED-REPLY LATER



**King County
Department of Public Works**

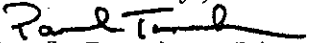
900 King County Administration Bldg.
500 Fourth Avenue
Seattle, Washington 98104
(206) 296-6500

Waterways
CCF# 1091-20
RECORDS CENTER

NOV - 8 1991 FILED

October 21, 1991

TO: Rella Foley, Director, Office of Citizen Complaints

FM: 
Paul Tanaka, Director

RE: Lora Lake Maintenance

Thank you for your October 9, 1991 transmittal of complaint 9110-007 which was directed to your office about maintenance of storm drainage facilities located at Lora Lake near South 150th Street and Des Moines Memorial Drive South.

County Road Engineer Louis Haff advises me that road maintenance staff has continued to provide maintenance to the storm drainage facilities at Lora Lake under contract with the City of SeaTac. Primary maintenance emphasis has been concentrated on the catch basins located upstream from the lake, and more frequent cleaning of these catch basins has reduced the need for maintenance at the lake property. The expected interval for cleaning at the weir area has been reduced to approximately once every three years.

In response to the issues raised in the September 23, 1991 letter you received from the Lora Lake Shore Club, road maintenance staff offer the following comments

- . The catch basins have been cleaned on a more frequent than annual basis in order to reduce other cleaning requirements at the lake.
- . The rock weir was inspected by staff last year and was not found to require cleaning at that time.
- . The rock weir has not been adversely altered since original construction. It is considered by road maintenance staff to be in an acceptable condition and no changes are planned.
- . An alternative flow pattern or modification of the system to add spring water is not considered a County maintenance responsibility. It is the County's current position that any work other than routine maintenance is not covered under their contract with the City of SeaTac.

Rella Foley
September 21, 1991
Page Two

- . The repair/replacement of concrete bulkhead sections does not appear to be a public responsibility.
- . The repair of the "beach area" does not appear to be a public responsibility.
- . The repair/rebuilding of the east shore dike area or the shore south of the lake do not appear to be work that would be covered under the County's maintenance contract with the City of SeaTac.

County Road Engineer Haff and his staff do not concur with the conclusion offered in the May 3, 1991 letter from City of SeaTac Public Works Director Bruce Rayburn to Surface Water Manager Jim Kramer that the City did not assume maintenance responsibility for Lora Lake with incorporation. The lake is located entirely within the limits of the City of SeaTac and the storm drain facilities were built and maintained with road funds. It is the opinion of staff that storm drainage facilities are part of the road drainage system which became the responsibility of the City of SeaTac upon incorporation. The Roads and Engineering Division's contract with the City of SeaTac is for the provision of normal road maintenance services. Many of the issues raised by the Lora Lake Shore Club would exceed that level of service, and the work would have to be requested by the City of SeaTac as additional cost items.

County Road Engineer Haff has requested Deputy Prosecuting Attorney Joel Paisner to review the October 27, 1982 Lora Lake agreement and determine what responsibilities the County has, if any, as a result of the incorporation of the subject area.

Thank you for writing. If you have further questions on this matter, please contact Louis Haff at 296-6590.

PT:LJH:ps

cc: Richard Holmquist, Chief Civil Deputy Prosecuting Attorney
 ATTN: Joel Paisner, Deputy Prosecuting Attorney
Jim Kramer, Manager, Surface Water Management Division
 ATTN: Jerry Creek, Facilities Maintenance Manager
Louis J. Haff, County Road Engineer
 ATTN: Douglas Mattoon, Maintenance Engineer
 Henry Kuga, Maintenance Superintendent
 C. R. Haulman, Special Operations Superintendent
 Bill Bowman, Flood Control Supervisor
 Bill O'Connor, Field Engineer



Waterways

COPY TO DOUG MATTOON
BILL O'CONNOR

KING COUNTY
OFFICE OF CITIZEN COMPLAINTS - OMBUDSMAN

C-213, King County Courthouse
Seattle, Washington 98104

Telephone:
(206) 296-3452
or 296-5289

91 001 20 01:42

MEMORANDUM

DATE: October 28, 1991

TO: Joel Paisner, Deputy Prosecuting Attorney

FROM: *jsn* John S. Nicon, Complaint Investigator
VIA Rella Foley, Director - Ombudsman *OFF. #4 1001 PTT RD*

SUBJECT: Lora Lake Maintenance
Complaint 9110-007

In response to this complaint the Public Works Department has informed us that you have been asked to review the 10-27-82 Lora Lake agreement and determine whether County responsibilities under the agreement have changed as a result of the incorporation of the subject area into the City of SeaTac.

The Lora Lake homeowners firmly believe the County has not lived up to its obligation under the 10-27-82 agreement for maintenance and restoration work on Lora Lake drainage facilities. Based on the language of the agreement and the Public Works response, we agree with complainants. Further, the agreement between King County and Lora Lake does not appear to us to fall under routine road drainage maintenance. However, we have not had opportunity to review the agreement King County entered into with SeaTac relevant to assumption of King County's road drainage maintenance responsibilities. We therefore do not know if SeaTac agreed to assume responsibility for off-road drainage agreements.

We have agreed to keep this complaint open until a final decision has been made with regard to County responsibility. We would appreciate being informed of the outcome of your deliberations on this matter so that we may appropriately inform the complainant. We are enclosing copies of all materials from our file, most of which were provided by the complainant. Thank you for your consideration of this request.

RF:JN:jsn

Attachments: Complaint No 9110-007 and all file correspondence

cc: Paul Tanaka, Director, Public Works
Lou Haff, County Road Engineer

CITY OF SEATAC

**Lora Lake Drainage Bid Package, 1982
Contract No. C09572C/Project No. 600680**

**(Forwarded to the City upon Annexation into King
County in 1993 by KC-DPW)**

KING COUNTY DEPARTMENT OF PUBLIC WORKS

J. J. V.

5

DONALD J. LABELLE
Director

*BID OPENING
JUNE 28, 1983*

LORA LAKE DRAINAGE

Contract No. C09572C

Project No. 600680

Maintenance Division No. 3

1983

PLANS & SPECIFICATIONS

- A - INVITATION TO BID
- B - INSTRUCTIONS TO BIDDERS
- C - PROPOSAL
- D - GENERAL CONDITIONS, PART I
- E - GENERAL CONDITIONS, PART II
- F - CONTRACT
- G - SPECIAL PROVISIONS
- H - FORM OF PERFORMANCE BOND

KING COUNTY PURCHASING AGENCY
620 King County Administration Building
Seattle, Washington 98104

Contract No. C09572C
Project No. 600680

INVITATION TO BID

The bid documents shall be purchased only at the Map and Information Section, Department of Public Works, Room 900 King County Administration Building, 500 Fourth Avenue, Seattle, Washington 98104. The cost for each set of plans, specifications and form of contract documents is \$10, which is not refundable.

Sealed proposals will be received only at the Office of the King County Purchasing Agency, 620 King County Administration Building, Seattle, Washington 98104, until 2 p.m., Tuesday, June 28, 1983, for furnishing of all necessary labor, materials and equipment and performing all work required to construct a rock berm in Lora Lake in the vicinity of Des Moines Way South and South 150th Street located in the NE 1/4 of Section 20, Township 23 North, Range 4 East, W.M., King County, Washington.

The project includes the following major items of work and approximate quantities indicated: a lump sum bid for mobilization, a lump sum bid for access road construction, 430 tons rock riprap and a lump sum bid for yard restoration.

All bids received will be opened in public at the time and place herein specified and all bidders and other persons who may be interested in any bid, or the subject matter for which the bids are called, are hereby invited to be present at the opening of such bids.

A 100% performance bond will be required of the successful bidders, unless the sum of the bid is under \$1,000.

All bids must be accompanied by a bid deposit in the form of a Surety Bond, Postal Money Order, Cash, Cashier's Check, or Certified Check in the amount equal to 5% of the amount of the bid proposed. Upon failure of the successful bidder to enter into the contract and to furnish a Contractor's Bond within ten (10) days after notice of award of bid, exclusive of the day of notice, the amount of the bid deposit will be forfeited to King County.

King County reserves the right to reject any or all bids and to waive formalities.

No bids will be accepted after the time and date shown above.

KING COUNTY PURCHASING AGENCY

Charles T. Kohler, Manager

First Publication - June 16, 1983

Last Publication -- June 23, 1983

REQUIREMENTS FOR THE PREVENTION OF ENVIRONMENTAL
POLLUTION AND PRESERVATION OF PUBLIC NATURAL RESOURCES

In accordance with the provisions of Chapter 62, Laws of 1973, H.B. 621, the Contractor shall secure any permits or licenses required by, and comply fully with all provisions of the following laws, ordinances, and resolutions:

King County Ordinance No. 1527 requires Building and Land Development Division and Hydraulics Division review of grading and filling permits and unclassified use permits in flood hazard areas. Resolution No. 36230 establishes storm drain design standards to be incorporated into project design standards to be incorporated into project design by Engineering Services. Review by Hydraulics Division.

King County Ordinance No. 800, No. 900, No. 1006 & Resolution No. 8778, No. 23553, No. 24834, No. 6894 and No. 11242 contained in King County Code Titles 8 and 10 are provisions for disposition of refuse and litter in a licensed disposal site and provide penalties for failure to comply. Review by Division of Solid Waste.

Puget Sound Air Pollution Control Agency Regulation I: A regulation to control the emission of air contaminants from all sources within the jurisdiction of the Puget Sound Air Pollution Control Agency (King, Pierce, Snohomish, and Kitsap Counties) in accordance with the Washington Clean Air Act, R.C.W. 70.94.

WASHINGTON STATE DEPARTMENT OF ECOLOGY

W.A.C. 18-02: Requires operators of stationary sources of air contaminants to maintain records of emissions, periodically report to the State information concerning these emissions from his operations, and to make such information available to the public. See Puget Sound Pollution Control Agency Regulation I.

R.C.W. 90.48: Enacted to maintain the highest possible standards to ensure the purity of all water of the State consistent with public health and public enjoyment thereof, the propagation and protecting of wildlife, birds, game, fish, and other aquatic life, and the industrial development of the State, and to that end require the use of all known available and reasonable methods by industries and others to prevent and control the pollution of the waters of the State of Washington. It is unlawful to throw, drain, run or otherwise discharge into any of the water of this State any organic or inorganic matter that shall cause or tend to cause pollution of such waters. The law also provides for civil penalties of \$5,000/day for each violation.

R.C.W. 70.95: Establishes uniform statewide program for handling solid wastes which will prevent land, air and water pollution. Makes it unlawful to dump or deposit solid wastes onto or under the surface of the ground or into the waters of this State except at a solid waste disposal site for which there is a valid permit.

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

R.C.W. 76.04.370: Provides for abatement of additional fire hazard (lands upon which there is forest debris) and extreme fire hazard (areas of additional fire hazard near buildings, roads, campgrounds, and school grounds). The owner and/or person responsible is fully liable in the event a fire starts or spreads on property on which an extreme fire hazard exists.

R.C.W. 76.04.010: Defines terms relating to the suppression or abatement of forest fires or forest fire conditions.

R.C.W. 70.94.660: Provides for issuance of burning permits for abating or prevention of forest fire hazards, instruction or silvicultural operations.

R.C.W. 76.04.310: Stipulates that everyone clearing land or clearing right of way shall pile and burn or dispose of by other satisfactory means, all forest debris cut thereon, as rapidly as the clearing or cutting progresses, or at such other times as the department may specify, and in compliance with the law requiring burning permits.

R.C.W. 78.44: Laws governing surface mining (including sand, gravel, stone, and earth from borrow pits) which provide for fees and permits, plan or operation, reclamation plan, bonding, and inspection of operations.

W.A.C. 332-18: Delineates all requirements for surface mined land reclamation.

W.A.C. 332-24: Codifies requirements of R.C.W. 76.04 pertaining to land clearing and burning.

U. S. ARMY CORPS OF ENGINEERS

Section 1 of the River and Harbor Act of June 13, 1902: Authorizes Secretary of Army and Corps of Engineers to issue permits to any persons or corporation desiring to improve any navigable river at their own expense and risk upon approval of the plans and specifications.

Section 404 of the Federal Water Pollution Control Act (PL92-500 86 Stat. 816): Authorizes the Secretary of the Army, acting through the Corps of Engineers, to issue permits for the discharge of dredged or fill material into the navigable waters at specified disposal sites. Permits may be denied if it is determined that such discharge will have adverse effects on municipal water supplies, shell fish beds and fishery areas and wildlife or recreational areas.

MISCELLANEOUS FEDERAL LEGISLATION

Section 13 of the River and Harbor Act approved March 3, 1899: Provides that discharge of refuse without a permit into navigable waters is prohibited. Violation is punishable by fine. Any citizen may file a complaint with the U. S. Attorney and share a portion of the fine.

PERMITS REQUIRED FOR THE PROJECT

KING COUNTY BUILDING & LAND DEVELOPMENT DIVISION

King County Resolution No. 25789 requires an unclassified use permit for filling, quarrying (including borrow pits and associated activities such as asphalt plants, rock crushers) and refuse disposal sites and provides for land reclamation subsequent to these activities. A copy is available at the Department of Public Works or Building and Land Development Division.

Shoreline Management Act 1971 requires a permit for construction on State shorelines. Permit acquired by Public Works and reviewed by Building and Land Development Division.

King County Ordinance No. 1488 requires permit for grading, land fills, gravel pits, dumping, quarrying and mining operations except on County right of way. Review by Building and Land Development Division.

WASHINGTON STATE DEPARTMENT OF FISHERIES & GAME

Chapter 112, Laws of 1949: Requires hydraulics permit on certain projects. (King County Department of Public Works will obtain.)

WASHINGTON STATE DEPARTMENT OF ECOLOGY

W.A.C. 173-220: Requires a National Pollutant Discharge Elimination System (NPDES) permit before discharge of pollutants from a point source into the navigable waters of the State of Washington.

W.A.C. 372-24: Permit to discharge commercial or industrial waste waters into State surface or ground water (such as gravel washing, pit operations, or any operation which results in a discharge which contains turbidity.)

W.A.C. 508-12-100: Requires permit to use surface water.

W.A.C. 508-12-190: Requires that changes to permits for water use be reviewed by the Department of Ecology whenever it is desired to change the purpose of use, the place of use, the point of withdrawal and/or the diversion of water.

W.A.C. 508-12-220: Requires permit to use ground water.

W.A.C. 508-12-260: Requires permit to construct reservoir for water storage.

W.A.C. 508-12-280: Requires permit to construct storage dam.

W.A.C. 508-60: Requires permit to construct in State flood control zone. King County Public Works secures one for design. Contractor secures one for his operation (false work design, etc.).

Permits Required For The Project (Continued)

WASHINGTON STATE DEPARTMENT OF NATURAL RESOURCES

R.C.W. 76.04.150: Requires burning permit for all fires except for small outdoor fires for recreational purposes or yard debris disposal. Also the Department of Natural Resources reserves the right to restrict burning under the provisions of R.C.W. 76.04.150, 76.04.170, 76.04.180, and 70.94 due to extreme fire weather or to prevent restriction of visibility and excessive air pollution.

R.C.W. 76.08.030: Cutting permit required before cutting merchantable timber.

R.C.W. 76.08.275: Operating permit required before operating power equipment in dead or down timber.

R.C.W. 78.44.080: Requires permit for any surface mining operation (including sand, gravel, stone, and earth from borrow pits).

UNITED STATES ARMY CORPS OF ENGINEERS

Section 10 of River & Harbor Act of March 3, 1899: Requires permit for construction (other than bridges, see U. S. Coast Guard administered permits) on navigable waters (King County Department of Public Works will obtain).

FIRE PROTECTION DISTRICT

R.C.W. 52.28.010, 52.28.020, 52.28.030, 52.28.040, 52.28.050: Provides authority for, requirements of, and penalties for failure to secure a fire permit for building an open fire within a fire protection district.

UNITED STATES COAST GUARD

Section 9 of River & Harbor Act of March 3, 1899, General Bridge Act of March 23, 1906, and General Bridge Act of 1946 as amended August 2, 1956: Requires a permit for construction of bridge on navigable waters (King County Department of Public Works will obtain). King County Department of Public Works will comply with pertinent sections of the following laws while securing the aforementioned permit: Section 4(f) of Department of Transportation Act, National Environmental Policy Act of 1969, Water Quality Improvement Act of 1970.

PUGET SOUND AIR POLLUTION CONTROL AGENCY

Section 9.02(d) (2)(iii) of Regulation I: Request for verification of population density. Contractor should be sure his operations are in compliance with Regulation I, particularly Section 9.02 (outdoor fires), Section 9.04 (particulate matter -- dust), and Section 9.15 (preventing particulate matter from becoming airborne).

Permits Required For The Project (Continued)

ENVIRONMENTAL PROTECTION AGENCY

Title 40, Chapter 1c, Part 61: Requires that the Environmental Protection Agency be notified 5 days prior to the demolition of any structure containing asbestos material (excluding residential structures having fewer than 5 dwelling units).

The above requirements will be applicable only where called for on the various road projects.

Copies of these permits, ordinances, laws, and resolutions are available for inspection at the Office of the Director of Public Works, 900 King County Administration Building, Seattle, Washington 98104. It shall be the responsibility of the Contractor to familiarize himself with all requirements therein. All costs resulting therefrom shall be included in the Bid Prices and no additional compensation shall be made.

All permits will be available at construction site.

INSTRUCTIONS TO BIDDERS

EXAMINATION OF SITE AND CONDITIONS

The bidder is required to examine carefully the site of the proposed work, the proposal, plans and specifications and contract forms before submitting a proposal. It is mutually agreed that submission of a bid shall be considered prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work as scheduled, or as at any time altered without resulting in increases or decreases of more than the percentage limits stipulated in the hereinafter mentioned Standard Specifications, and as to the character, quality and quantities of work to be performed and material to be furnished, including said increases and decreases, and as to the requirements of the plans, specifications, supplemental specifications, special provisions, and contract.

No statement made by any officer, agent or employee of King County, in relation to the physical conditions pertaining to the site of the work will be binding on King County.

QUANTITIES

Bids shall be submitted on the basis of unit prices. The estimate of quantities as shown on the plans or in the specifications shall be used only for comparing bids and determining the amount of the contract. The basis of payment of this contract will be the actual quantities of work performed in accordance with the plans and specifications and as specified therein for payment, and if upon the completion of the improvement, said actual quantities should show either increase or decrease from the quantities shown on the plans or in the specifications, the unit bid prices in the proposal shall still prevail, except as otherwise provided.

LAWS AND REGULATIONS

The 1980 Standard Specifications of the Washington Department of Highways, which were adopted by King County May 26, 1981, shall govern all phases of the work under this contract, except as they may be modified or superseded by the Special Provisions, and they are by reference made an integral part of the Specifications and Contract as if herein fully set forth.

The bidder is assumed to be familiar with all Federal, State and County laws and regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the bidder, or contractor, shall discover any provision in the plans, specifications or contract which is contrary to or inconsistent with any law or regulations, he shall forthwith report it to the Director of Public Works in writing.

BID AND PERFORMANCE GUARANTEE

A certified check, bid bond or cash for a sum not less than five per cent (5%) of the proposal shall accompany each bid, as evidence of good faith, and as a guarantee that if awarded the contract, the bidder will execute the contract and furnish a 100 per cent performance bond, said performance bond to be furnished by a surety company acceptable to King County.

INSTRUCTIONS TO BIDDERS - Continued

FILLING IN PROPOSAL FORMS

The bidder shall submit his proposal on the forms furnished by King County. All blank spaces in the proposal form shall be properly filled in. If the proposal is made by a partnership, it shall contain the names of each partner and shall be signed in the firm name, followed by the signature of the person signing. If the proposal is made by a corporation, it shall be signed by the name of the corporation, followed by the written signature of the officer signing, and the printed or typewritten designation of the office he holds in the corporation. The address of the bidder shall be typed or printed on the proposal.

SUBMISSION OF PROPOSAL

The proposal sheets with appropriate forms as provided loose leaf behind the cover sheet in these specifications shall be completely sealed in a package properly addressed to the Office of the King County Purchasing Agency, 620 King County Administration Building, Seattle, Washington 98104 with the name of the bidder, the bid number and the name of project written on the outside of the package.

Bids will be received at the time and place stated in the Invitation to Bid. The Invitation to Bid provides that a fee or deposit for plans and specifications will be required from each bidder.

King County reserves the right to reject any or all bids, and to waive formalities.

PROHIBITION OF ALTERATIONS

Except as otherwise provided herein, proposals which are incomplete, or which are conditioned in any way, or which contain erasures, alterations, or items not called for in the proposal, or which are not in conformity to the law, may be rejected as informal.

The proposal form invites bids on definite plans and specifications. Only the amounts and information asked for on the proposal form furnished will be considered as the bid. Each bidder shall bid upon the work exactly as specified and as provided in the proposal form.

No oral or telephonic proposals or modifications will be considered.

Modification of proposals already received will be considered only if the request and modification is made prior to the scheduled closing time for the receipt of the proposals. All modifications must be made in writing, over the signature of the bidder.

WITHDRAWAL OF PROPOSAL

At any time prior to the scheduled closing time for receipt of proposals, any bidder may withdraw his proposal, either personally or by telegraphic or written request. After the scheduled closing time for the receipt of proposals or before award of contract, no bidder will be permitted to withdraw his proposal unless said award is delayed for a period exceeding thirty days.

INSTRUCTIONS TO BIDDERS - Continued

OPENING OF PROPOSAL

At the time and place set for the opening and reading of proposals, each and every proposal (except those which may have been withdrawn in accordance with the above WITHDRAWAL OF PROPOSAL) received prior to the scheduled closing time for receipt of proposals will be publicly opened and read aloud, irrespective of any irregularities or informalities in such proposals.

EXECUTION OF CONTRACT

The successful bidder will be required within ten (10) days after receiving from King County properly prepared contract documents, to execute said contract and to furnish performance and other required bonds, satisfactory to King County. Before commencing work, the Contractor will be required to furnish a certificate showing satisfactory proof of carriage of the required insurance.

SUBSURFACE CONDITIONS

Where the County has made investigations of subsurface conditions in areas where work is to be performed under the contract or in other areas, some of which may constitute possible local material sources, such investigations are made only for the purpose of study and design. Where such investigations have been made, bidders or contractors may upon request inspect the records of the County as to such investigations subject to and upon the conditions hereinafter set forth. Such inspection of records may be made at the office of the Materials Engineer, King County Department of Public Works, Redmond, Washington, telephone 883-4354.

- A. The records of such investigation are not a part of the contract and are shown solely for the convenience of the bidder or contractor.
- B. No information derived from such inspection of records of investigation or compilation thereof made by the County, or from the Director or his assistants, will in any way relieve the bidder or contractor from any risk or from properly fulfilling the terms of the contract.

LEGAL NAME OF BIDDER

P R O P O S A L

TO: King County
Seattle, Washington

The undersigned hereby certifies that he has examined the location of the Lora Lake area in the vicinity of Des Moines Way South and South 150th Street located in the NE 1/4 of Section 20, Township 23 North, Range 4 East, W.M. and has read and thoroughly understood the plans, specifications and contract governing the work included in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work included in this improvement, or as much thereof as can be completed with the money available, in accordance with the said plans, specifications, and contract and the following schedule of rates and prices:

NOTE: Unit prices for all items, all extensions, and the total amount of bid should be shown. Show unit prices both in writing and in figures.

| ITEM NO. | APPROXIMATE QUANTITY | ITEMS WITH UNIT PRICE BID (Unit prices shall be written in words) | UNIT PRICE | | AMOUNT | |
|---|----------------------|--|------------|-------|---------|-------|
| | | | Dollars | Cents | Dollars | Cents |
| 1. | Lump Sum | Mobilization | | | | |
| | | Lump Sum | | | | |
| 2. | Lump Sum | Site Access Road (Temporary) | | | | |
| | | Lump Sum | | | | |
| 3. | 430 Tons | Rock Riprap | | | | |
| | | Per Ton | | | | |
| 4. | Lump Sum | Restoration of Private Property | | | | |
| | | Lump Sum | | | | |
| SUBTOTAL | | | | | | |
| UNINCORPORATED KING COUNTY SALES TAX 7.6% | | | | | | |
| TOTAL | | | | | | |

GENERAL CONDITIONS, PART I

Any provisions of this contract in conflict or inconsistent with the requirements of these General Conditions, except such provisions as are required by applicable law or regulations, shall be void to the extent of such conflict or inconsistency.

1. CONTRACT SECURITY

The contractor shall furnish a surety bond (form attached) in any amount at least equal to One Hundred Percent (100%) of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing materials in connection with this contract.

2. CONTRACTOR'S INSURANCE

The first and second paragraphs of Section 1-07.18 of the Standard Specifications is hereby deleted and the following substituted therefore:

The contractor shall obtain and keep in force during the term of the contract public liability and property damage insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

King County, its elected and appointed officials and its employees shall be named as an additional insured in any such public liability insurance policy.

3. PUBLIC WORKS - WAGES

All Public Works Contracts are subject to the provisions of Titles 36, 39, 40, 48, 49, 50, 51, and 60, RCW, as they pertain to Public Works Employment and Wages in the political subdivisions of the State of Washington.

The contractor or subcontractor will be required to submit any and all fees required for the statement of intent to pay prevailing wages and the affidavits of wages paid. Said fees shall accompany each statement or affidavit and shall be made payable to the Department of Labor and Industries.

GENERAL CONDITIONS, PART II

Section 1 - CONTRACT DOCUMENTS

The Contract Documents consist of:

- (a) Invitation to Bid
- (b) Instructions to Bidders
- (c) Accepted Proposal
- (d) General Conditions, Part I
- (e) General Conditions, Part II
- (f) Agreement
- (g) Special Provisions
- (h) Performance Bond
- (i) Plans

Items (a) to (g) inclusive, and Item (i) shall form the contract.

The term "Engineer" shall be construed to mean the Owner's Architect or Engineer as the case may be.

SECTION 2 - INTERPRETATION OF DOCUMENTS:

The documents forming the contract are complementary and what is called for by one shall be as binding as if it were called for by all. They are intended to include all details of labor and material reasonably necessary for the proper execution of the work. Should there be any discrepancy between the special provisions and plans, the special provisions shall have precedence.

SECTION 3 - CONFORMITY OF PLANS AND SPECIFICATIONS:

The work shall be done in strict conformity to the plans and specifications and to the exact lines and grades as fixed by the Engineer, and with such instructions as shall from time to time be given by the Engineer. The Contractor shall provide such assistance and materials as may be required by the Engineer for giving lines, grades, etc., and shall protect and preserve in their original positions all stakes, points, or marks for the work by the Engineer, and where the Engineer shall consider such stakes, points, or marks to have been unnecessarily destroyed, he may cause the expense of replacing them to be charged to the Contractor and the amount of such costs deducted from any moneys due or which may become due to the Contractor under the contract for this work.

SECTION 4 - ADDITIONAL INSTRUCTIONS:

In the event that it is found that the instructions and drawings contained in the contract documents are not sufficiently clear to permit the Contractor to proceed with the work, the Engineer shall either upon his own motion or upon request from the Contractor, furnish such additional written instructions together with such additional drawings as may be necessary. When such request is made by the Contractor it must be made in ample time to permit the preparation of the instructions and drawings by the Engineer before the construction of the work covered by them is undertaken. Such additional instructions and drawings shall not be inconsistent with the contract documents and shall have the same force and effect as if contained in the contract documents.

SECTION 5 - LABOR AND MATERIALS AND EMPLOYEES:

The intent of the plans and specifications is to provide for the construction and completion in every detail of the work described therein and it is understood that the contractor for all or any part will furnish all labor and materials, tools, equipment, transportation, and necessary supplies, such as may be reasonably required to execute the contract in a satisfactory and workman-like manner, and in accordance with the plans, specifications and terms of the contract.

Unless otherwise specified all materials shall be new. All materials shall be of the best of the several kinds called for and it is intended that only the best methods and materials, as recognized by usage in first class work, shall be used. All workmanship shall be of the highest quality in every particular.

Immediately after the award of the contract, the Contractor shall furnish to the Owner's Engineer, King County Form No. KCE - 11, Request for Approval of Material Sources. No materials may be used on the contract until the Contractor has received approval for the materials on the above King County Form (KCE - 11).

SECTION 6 - PERMITS AND LICENSES:

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful prosecution of the work.

SECTION 7 - BARRICADES AND SIGNS:

The Contractor, at his own expense, shall erect and maintain all barricades, guards, standard construction signs, warning signs and detour signs, as may be necessary to protect and safeguard the public at all times from injury or damage as a result of the Contractor's operations.

SECTION 8 - INSPECTION BY OWNER'S ENGINEER:

All materials furnished by the Contractor shall be subject to the inspection and approval of the Engineer at any time during the progress of the work and until final completion thereof. The materials shall be delivered by the Contractor a sufficient length of time in advance of the work to enable the Engineer to make proper tests and inspection. As soon as materials have been tested and inspected, the Contractor shall immediately remove all rejected materials from the work and to such place distant therefrom as the Engineer may require, but the neglect or failure on the part of the Engineer to condemn or reject inferior materials or work shall not be construed to imply an acceptance of the materials or work. The Contractor shall furnish at his own expense, such labor as may be required to enable the Engineer to make a thorough inspection of the materials for approval or rejection.

SECTION 9 - CONTRACTOR'S REPRESENTATIVE ON THE WORK:

The Contractor shall at all times when the work is in progress maintain a suitably equipped field office in the vicinity of the work, provided with a telephone, and at all times there shall be a representative of the Contractor in charge of such office and of the work, who is duly authorized to receive orders, directions and instructions of the Engineer, and put them into effect.

This representative shall be a responsible agent of the Contractor and any orders, directions, or instructions given to him shall be deemed to have been given to the Contractor, the same as though they had been given to him personally.

SECTION 10 - USE AND OCCUPANCY PRIOR TO COMPLETION:

King County reserves the right to use and occupy any portion of this improvement which has been completed sufficiently to permit use and occupancy and such use shall not be construed as an acceptance of the work or any part thereof, and any claims which King County may have against the Contractor shall not be deemed to have been waived by such occupancy.

SECTION 11 - CHANGES IN PLANS OR QUANTITIES:

The Owner shall have a right to make any reasonable change in the plans or quantities upon the recommendation of the Engineer that may be hereafter determined upon as necessary or expedient either before or after the beginning of the work by defining them in writing, and in case such alterations, on unit price contracts, increase or diminish the approximate quantities as stated in the schedule, then the Contractor shall be paid for the work actually done at the contract price that is specified in the Proposal, and such alterations shall not constitute a claim for damages nor shall any claim be made on account of anticipated profits on the work that may be altered or dispensed with.

SECTION 12 - CHANGES IN WORK AND EXTRA WORK:

The right is reserved, without impairing the contract, to order the performance of such extra work of a class not contemplated in the Proposal as may be considered necessary to complete fully and satisfactorily the work included in the contract. Such changes and extra work shall be done in accordance with

SECTION 12 - CHANGES IN WORK AND EXTRA WORK - Continued

the contract documents insofar as the contract documents are applicable and shall be paid for as provided herein. In the event of any such changes or extra work of a class not covered by the prices included in the contract documents, the basis of payment shall be agreed upon in writing between the parties in the contract before such work is done. Where such method of payment cannot be agreed upon prior to the beginning of the work, then such work shall be performed by the Contractor on the basis of force account in accordance with Section 1-09 of the Standard Specifications.

SECTION 13 - DEFECTIVE WORK

The Contractor, upon being notified by the Engineer, shall remove or construct, or make good without cost to the County, any work which the Engineer may deem to have been defectively executed.

SECTION 14 - ASSIGNMENT OF CONTRACT AND SUBLETTING

For the purposes of this contract, the provisions of Section 1-08.2 of the Standard Specifications shall be amended as follows:

The Contractor shall not assign this contract nor any part thereof, nor moneys due or to become due thereunder, without the prior written approval of the Owner. The Contractor shall not sublet any part of this contract without first having obtained the written consent of the Owner to do so. In the event such consent be given, it shall in no way release the Contractor from any responsibility, but he shall be held in all respects accountable for the same as if no consent had been given. The Contractor will be required to give his personal attention to the work which is sublet.

In order that the Owner may have ample opportunity to examine into the qualifications of the subcontractor, the Contractor shall, at the earliest practicable time, notify the Owner of the name and qualifications of the sub-contractor to whom he proposes to award any subcontract in connection with the work. Notification to the Owner by the Contractor of his intent to sublet a part of the work shall be made by utilizing King County Form No. KCE-12, Request for Approval of Sub-contractors or Agents.

Before the Contractor shall make any agreement with any intended subcontractor or agent, he must first have received from the Owner's Engineer, an approved copy of the above-named King County Form (KCE-12).

The approval by the Owner of the award of a sub-contract, shall not create any contractual relations between the subcontractor and the Owner. The Contractor shall bind the sub-contractor to the terms and conditions of the contract documents insofar as the terms and conditions may control the work included in the sub-contract. No award of a sub-contract to any sub-contractor who, in the judgment of the Engineer, is incompetent or unfit will be approved.

All other provisions of Section 1-08 of the Standard Specifications not in conflict with the above shall apply to this contract.

SECTION 15 - DECISION OF ENGINEER FINAL

Any question of difference or controversies which may arise between the Owner and the Contractor with reference to the performance or non-performance of the work, or with reference to delays or penalties, or relating to plans, profiles, specifications, or technical sufficiency of materials furnished, or the work done under this contract shall be referred to the Engineer, whose decision shall be final and conclusive on both parties. The Engineer has authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.

SECTION 16 - NOTICE & SERVICE THEREOF

Whenever in this contract provision is made for notice to be given by the Owner to the Contractor, such notice shall be in writing and service thereof may be made by the Owner or his duly authorized representative on the Contractor in person or by mailing such notice to his last known address.

SECTION 17 - SANITARY PROVISIONS

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the State Department of Health, and of other bodies or officers having jurisdiction thereover. He shall permit no public nuisance.

SECTION 18 - Deleted -- See G-1.

SECTION 19 - ENGINEER

The term Engineer as used in these specifications or in the State Standard Specifications, wherever they apply, refers to the King County Road Engineer who is in charge of this work. In his absence, the reference applies to the County Road Engineer's representative.

SECTION 20 - OFF-SHORE ITEMS

In compliance with the provisions of Chapter 139, Laws of 1967, the Contractor shall furnish, upon completion of the contract, a statement certified by the Contractor, setting forth the nature and source of off-shore items in excess of \$2,500 which have been utilized in the performance of the contract. The term "off-shore items" means those items procured from sources beyond the territorial boundaries of the United States, including Alaska and Hawaii.

C O N T R A C T

THIS AGREEMENT, made and entered into this _____ day of _____, 19____, between KING COUNTY, State of Washington, hereinafter called the County, under the authority of Title 36 Revised Code of Washington and particularly R.C.W. Ch. 36.80 and Title 39, Revised Code of Washington, and _____ for ___self_____, _____ heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

WITNESSETH:

That in consideration of payment, covenants and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties hereto covenant and agree as follows:

DESCRIPTION OF WORK:

1. The Contractor shall do all work* and furnish all tools, material and equipment necessary to complete work consisting of:

in accordance with, and as described in the attached plans and specifications and in full compliance with the terms, conditions and stipulations herein set forth and attached now referred to and by such reference incorporated herein and made part thereof as fully for all purposes as if here set forth at length and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work which may be ordered as provided in this contract and every part thereof.

The Contractor shall provide and be at the expense of all materials, labor cartage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials, and for construction and completing the work provided for in this contract and every part thereof.

2. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and proposal hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof.

The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered, and to pay for same under the terms of this contract and the attached plans and specifications.

3. The Contractor agrees to indemnify and save harmless King County, its appointed and elective officers and employees, from and against all loss or expense, including attorney's fees and costs, by reason of liability imposed by law upon the County, its elected or appointed officials or employees for damages because of bodily injury including death at any time resulting therefrom sustained by any person or persons and on account of damage to property including loss of use thereof, arising out of or in consequence of the performance of this work, whether such injuries to persons or damage to property is due to the negligence of the Contractor, his subcontractors, King County, its appointed or elected officers, employees, or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

4. The Contractor, for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the contractor.

5. CANCELLATION OF CONTRACT FOR VIOLATION OF STATE POLICY:
This contract, pursuant to R.C.W. 49.28.050 and 49,28,060, may be cancelled by the officers or agents of the owner authorized to contract for or supervise the execution of such work, in case such work is not performed in accordance with the policy of the State of Washington, relating to such work.

6. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

CONTRACTOR:
(Registration No.) _____

King County Executive

President

Approved on _____

Secretary

Approved as to form and legality

By _____

Foregoing contract approved and ratified

Date _____

_____ 19__

Surety

By _____
Attorney-in-Fact

SPECIAL PROVISIONS

LORA LAKE DRAINAGE

I N D E X

| <u>ITEM</u> | <u>PAGE</u> |
|--|-------------|
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| MOBILIZATION | G-2 |
| PAYMENT | G-2 |
| PERMITS & LICENSES | G-2 |
| PROGRESS OF WORK | G-2 |
| PROSECUTION & PROGRESS | G-1 |
| PUBLIC CONVENIENCE & SAFETY | G-5 |
| REFERENCE | G-1 |
| RESTORATION OF PRIVATE PROPERTY | G-4 |
| ROCK RIPRAP | G-4 |
| SOURCE OF MATERIAL | G-2 |
| SPECIAL PROVISIONS COST INCLUDED IN CONTRACT PRICE | G-6 |
| STATE SALES TAX | G-2 |
| TIME FOR COMPLETION | G-1 |
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| WASTE SITE FOR EXCESS MATERIALS & DEBRIS | G-3 |
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SPECIAL PROVISIONS

LORA LAKE DRAINAGE

REFERENCE

The principal references on this project are the Standard Specifications for Road and Bridge Construction, issued by the Washington State Transportation Commission, Department of Transportation, edition of 1980 and adopted by King County Council on May 26, 1981. This reference will hereafter be cited as the "State Standard Specifications."

A copy of these State Standard Specifications is on file in the Office of the County Road Engineer, Department of Public Works, 900 King County Administration Building, Seattle, Washington, where they may be examined and consulted by any interested party.

The State Standard Specifications, except as they may be modified or superseded by these Special Provisions, shall govern all phases of work under this contract and they are by reference made an integral part of these Specifications and Contract as if herein fully set forth.

Wherever reference is made in these State Standard Specifications to the Director of Highways or Engineer, such reference shall be construed to mean the County Road Engineer or his duly authorized assistants.

DATE OF OPENING BIDS

Sealed bids will be received at Room 620 King County Administration Building (Office of the King County Purchasing Agency) until 2 p.m. Tuesday, June 28, 1983, and then and there publicly opened and read aloud.

PROSECUTION & PROGRESS

Delete the following in Section 1-08.3 of the State Standard Specifications: "After being awarded the contract," and replace with "After receipt of the notice of selection."

Delete the following in Section 1-08.4 of the State Standard Specifications: "date of execution" and replace with "receipt of the notice to proceed."

Delete the second sentence of the first paragraph of Section 1-08.5 of the State Standard Specifications and replace with: "The contract time shall start within 10 days after the receipt of the notice to proceed or the date the Contractor begins work, whichever is sooner. The Contractor will not begin work until receipt of the notice to proceed."

TIME FOR COMPLETION

This project shall be completed in accordance with the provisions of Section 1-08, "Prosecution & Progress," of the State Standard Specifications within 20 working days.

SPECIAL PROVISIONS
Lora Lake Drainage

STATE SALES TAX

Section 1-07.2 State Taxes, of the State Standard Specifications has been deleted.

None of the separate bid item prices of the Proposal shall include any sales tax or use tax. Rather, the total bid price for the project in its entirety shall be subject to State retail sales tax. The amount of this tax shall be calculated and entered at the end of the project tabulation total on page C-1 of the Proposal sheet.

PAYMENT

The lump sum bid or unit contract price for each pay item multiplied by the number of units approved shall be full compensation for all costs of completing the item specified.

PROGRESS OF WORK

In accordance with Section 1-08.3 of the State Standard Specifications, the Contractor shall prepare and submit the progress schedule in the form of bar graphs developed under the critical path method, P.E.R.T., or other similar method.

DESCRIPTION OF WORK

The work to be performed under this contract consists of constructing a rock berm in Lora Lake to create a siltation pond at the inlet into Lora Lake from Des Moines Way South lying southwesterly of South 150th Street in the NE 1/4 of Section 20, Township 23 North, Range 4 East, W.M. in King County, Washington, all in accordance with the plans, these Special Provisions and the State Standard Specifications.

MOBILIZATION

Mobilization shall be in accordance with Section 1-09.7 of the State Standard Specifications.

PERMITS & LICENSES

Section 1-07.6 of the State Standard Specifications shall be supplemented to include the following:

The Contractor shall furnish the Engineer with one copy of each permit issued for borrow, filling, or wasting material required for or generated by the contract work. The Contractor shall notify the Engineer in writing of the location of all borrow, filling and waste sites regardless of whether a permit is required.

SOURCE OF MATERIAL

No source of material has been provided for this project. The Contractor shall make his own arrangements to obtain these materials at his own expense and all costs of acquiring, producing and placing the material in the finished work shall be considered incidental to the unit bid items involved.

SPECIAL PROVISIONS
Lora Lake Drainage

WATER

Water to be used on this project where required shall be in accordance with Section 2-07 of the State Standard Specifications and the costs shall be included with the various other contract items of the project and no further compensation will be made.

CERTIFICATION OF MANUFACTURED MATERIALS

Certification of manufactured material must be supplied to the project inspector before any payment will be made for that item of work.

DELIVERY OF MATERIALS

The Contractor shall notify King County not less than one working day prior to delivering the surfacing materials on the project. Certified weights must be issued at the source. A ticket will be issued to the truck driver by a King County representative or a certified scalemaster for acceptance of the material for the project. In accordance with Section 1-07.7 of the State Standard Specifications, truck loads must conform to legal load limits. In case of overload, the difference between overload and maximum legal load will not be paid for. If there are repeated instances of overloading, the proper enforcement authorities will be notified.

WASTE SITE FOR EXCESS MATERIALS & DEBRIS

No waste site has been provided by the County for disposal of material and debris. The Contractor shall make his own arrangements, and at his own expense, for disposal of waste materials and shall protect the County from any and all damages arising therefrom.

COMPACTION CONTROL TESTS

Section 2-03.3(14)D of the Washington State Standard Specifications is revised to add the following paragraph:

Determination of the density of earth embankments will be done by the nuclear method as outlined in the A.S.T.M. designation No. D2922-71.

HAUL

In reference to the term "haul" as used in Section 2-04 and 2-09 of the State Standard Specifications, all costs and expense involved in haul will be considered incidental to the various bid items of the project and no additional compensation will be made.

EXISTING UTILITIES

The Contractor is hereby advised that the location of utilities, as shown on the plans, may not all be precise or complete. The Contractor shall satisfy himself as to the exact location of the utilities by contacting the owners before proceeding with work. The Contractor shall be responsible for any damage done to public or private property by reason of breakage of any gas, water, sewer, power, telephone, or other utility installation or fence by or through negligence.

SPECIAL PROVISIONS

Lora Lake Drainage

ROCK RIPRAP

Rock riprap shall conform to the Specifications of Section 8-15 and 9-13 of the Washington State Standard Specifications except for the following gradation modification 9-13.1(2).

| <u>ROCK RIPRAP RANGE</u> | <u>25 LBS. TO 150 LBS.</u> |
|--------------------------|----------------------------|
| 75% Larger Than | 150 Lbs. |
| 50% Larger Than | 200 Lbs. |
| 30% Larger Than | 250 Lbs. |
| 10% Less Than | 25 Lbs. |

The rock shall have a minimum density of 160 pounds per cubic foot, and it shall contain no soil or other extraneous material.

Rock shall be tested by the County Soils Laboratory using tests as detailed by AASHO T104-68 for soundness, with a maximum of 35%.

All costs for labor and equipment required for furnishing, loading, hauling and placing the material on the project, shall be included in the unit contract bid price for "Rock Riprap," per ton and no further compensation will be made.

ACCESS ROAD

A temporary access road to the settling basin shall be constructed along the northeasterly 15 feet of Lot 1 of the plat "Lora Lake Addition." If conditions require, approximately 20 tons of Crushed Surfacing Base Course shall be placed to form a suitable driving surface for equipment used in the work. All costs for labor, material and equipment required to perform this operation, shall be included in the lump sum bid price for "Site Access Road (Temporary)". No further compensation will be made.

RESTORATION OF PRIVATE PROPERTY

Following the hauling operation on the project, the Contractor shall restore all affected private property, to include the following:

Remove and reconstruct approximately 50 linear feet of chainlink fences, replacing in kind any posts and other elements damaged.

Remove and reconstruct approximately 20 tons of rockery using existing rocks.

Restore existing asphalt driveway and parking area, placing Asphalt Concrete Class B 2" minimum depth to original grade, approximately 15 tons.

Replace approximately 700 squ. ft. of sod, specified as follows:

Sod: Sod shall be first quality turf grass sod of acceptable grass mixture, relatively weed free. Sod shall be machine cut to a uniform soil thickness not less than 3/4" or more than one inch. Individual sod pieces shall be cut to a standard width and to an acceptable length which provides for efficient and proper installation. The

SPECIAL PROVISIONS
Lora Lake Drainage

RESTORATION OF PRIVATE PROPERTY (Continued)

Contractor shall submit one standard piece of sod for the Engineer's approval. Sod shall be in a vigorous condition, dark green in color, free from disease and harmful insects. Sod shall be harvested, delivered, and planted within a 48 hour period.

The Contractor shall remove and dispose of all damaged existing sod. The Contractor shall make a neat line cut in the existing sod and prepare a friable consistent grade one inch (1") below finish grade to be matched to surrounding area. Area to be sodded shall be lightly irrigated just prior to sod placement. Care shall be exercised to ensure that the sod is not stretched or overlapped and that all joints are butted tightly together in order to prevent voids which cause air drying of the roots. The Contractor shall water sod immediately after installation. When completed the sod shall be relatively smooth and level with the surrounding area. Any damage to the sod installation before acceptance of the project shall be repaired at the Contractor's expense.

Restore any other items damaged during construction of the access road and settling basin to its existing or better condition to the satisfaction of the Engineer. All costs for labor, materials and equipment required to perform this operation shall be included in the lump sum bid price for "Restoration of Private Property" and no further compensation will be made.

TRAFFIC CONTROL

King County has, by Resolution No. 29459, passed on February 8, 1965, adopted the part from the Manual on Uniform Traffic Control Devices entitled, "Traffic Control for Highway Construction and Maintenance Operation," for use on all King County construction and maintenance work. All signs, barricades, flagpersons or other traffic control devices and procedures shall conform to the provisions of this manual unless otherwise specified.

All costs and expense involved in the Traffic Control operation shall be considered incidental to the various bid items of the project and no additional compensation will be made.

PUBLIC CONVENIENCE & SAFETY

In addition to the provisions of Section 1-07.23(1), the following will apply. Complaints received by the Engineer concerning public inconvenience or safety hazards will be referred to the Contractor for immediate corrective action. In addition to normal work hours, corrective actions will be taken on Saturdays, Sundays, holidays and at times other than normal work hours.

Upon determination that a public inconvenience or safety hazard exists and upon inability to contact the Contractor after reasonable effort to do so, or upon failure of the Contractor to immediately correct the unsatisfactory condition when ordered to do so by the Engineer, the County may without notice to the Contractor or his Surety, correct the unsatisfactory condition and deduct the costs thereof from any payments due or coming due the Contractor.

SPECIAL PROVISIONS
Lora Lake Drainage

PUBLIC CONVENIENCE & SAFETY (Continued)

The Contractor shall place bituminous surfacing materials of a type specified in the contract at unit bid prices, where designed by the Engineer for the convenience and safeguarding of traffic.

SPECIAL PROVISIONS COST INCLUDED IN CONTRACT PRICE

All costs incurred by reason of, or in connection with, the Special Provisions shall be included in the contract prices for various items of work involved except where the Special Provisions call for payment of specific items.

CERTIFICATE OF INSURANCE (Liability)

This is to certify to the County of King, Seattle, Washington, that the following policies are in force for:

Name of Insured _____
Address _____

King County is named as an additional insured as respects this contract.

Contract Title and/or Description of Job _____

Contract No. _____

Comprehensive Liability

| | | |
|-------------------|------------|---|
| General Liability | \$ 250,000 | Each Person Bodily Injury Liability |
| | \$ 500,000 | Each Occurrence Bodily Injury Liability |
| | | Aggregate |
| | \$ 250,000 | Each Occurrence Property Damage |
| | | Aggregate Property Damage |
| Automobile | \$ 250,000 | Each Person Bodily Injury Liability |
| | \$ 500,000 | Each Occurrence Bodily Injury Liability |
| | \$ 250,000 | Each Occurrence Property Damage Liability |

King County, its officials and employees are named as additional insured for this project only.

The following special coverages are included:

- | | |
|--|------------------------|
| 1) Broad Form Property Damage including Care, Custody and Control Coverage | YES <u>XX</u> NO _____ |
| 2) Blanket Broad Form Contractual | YES <u>XX</u> _____ |
| 3) Products - Completed Operations | YES <u>XX</u> _____ |
| 4) Stop Gap - Employees Contingent Liability | YES _____ NO _____ |
| 5) Explosion, Collapse, Underground Damage | YES _____ NO _____ |
| 6) Contractor's Protective | YES <u>XX</u> _____ |
| 7) Non-Owned and Hired Car Coverage | YES <u>XX</u> _____ |

In the event of cancellation of or material change in the coverage provided, thirty (30) days written notice will be furnished the County of King prior to date of cancellation or change.

| Insurance Company(ies) | Policy No. | Effective | Expires |
|------------------------|------------|-----------|---------|
|------------------------|------------|-----------|---------|

Name of Agency: _____

AUTHORIZED REPRESENTATIVE

Address: _____ Tel. _____

Workman's Compensation - STATE OF WASHINGTON Account No. _____

The undersigned hereby certifies that his operations are covered by Washington State Compensation Fund.

1/20/77

Signature of Contractor

SAMPLE FORM

CERTIFICATE OF COMPLIANCE

No final payment shall be made until the Contractor shall file with King County, prior to acceptance of the work, a Certification of Compliance in form substantially as follows:

I (we) hereby certify that all work has been performed and materials supplied in accordance with the plans, specifications and contract documents for _____ and that:
(name of project)

- (a) Not less than the prevailing rates of wages as ascertained by the governing body of the contracting agency has been paid to laborers, workmen and mechanics employed on this work;
- (b) There have been no unauthorized substitutions of sub-contractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the Architect prior to the start of such sub-contracted work;
- (c) No subcontract was assigned or transferred or performed by any subcontractor other than the original subcontractor, without prior notice having been submitted to the Architect together with the names of all subcontractors;
- (d) All claims for material and labor and other services performed in connection with the contract documents have been paid;
- (e) All moneys due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Department of Revenue, hospital associations and/or others have been paid;
- (f) The nature and source of all off-shore items in excess of Two Thousand Five Hundred Dollars (\$2,500.00) utilized in the performance of this project have been reported;
- (g) All provisions of non-discrimination as called for in the contract documents have been complied with.

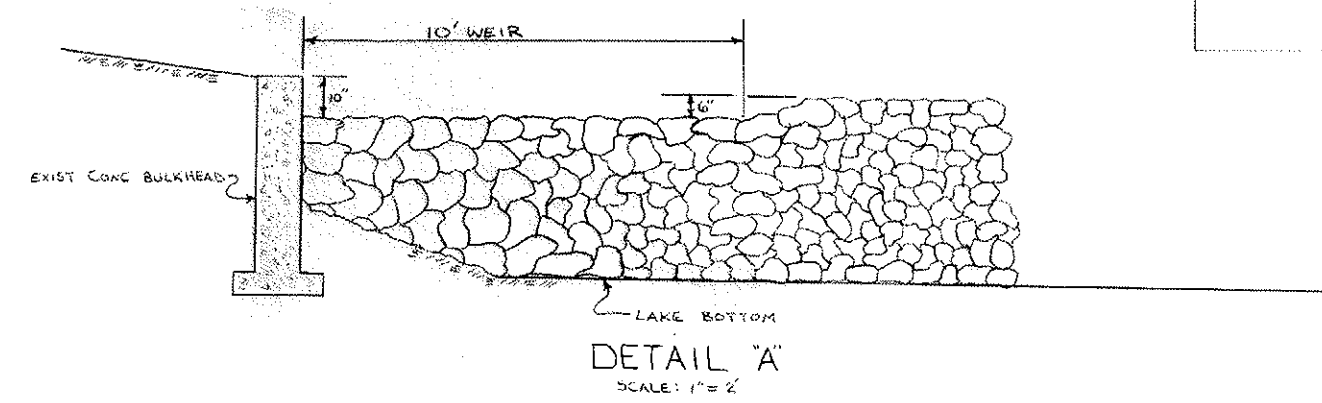
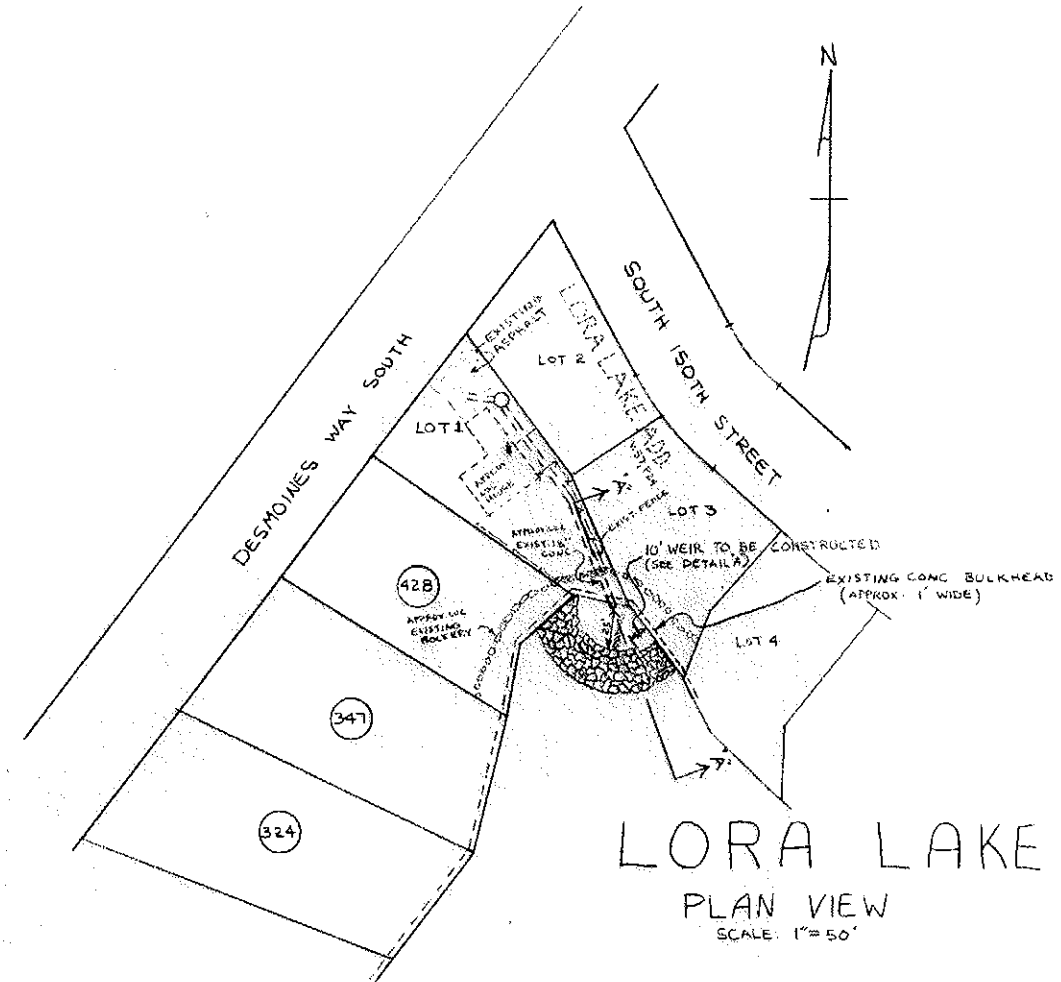
Contractor

By _____

Title _____

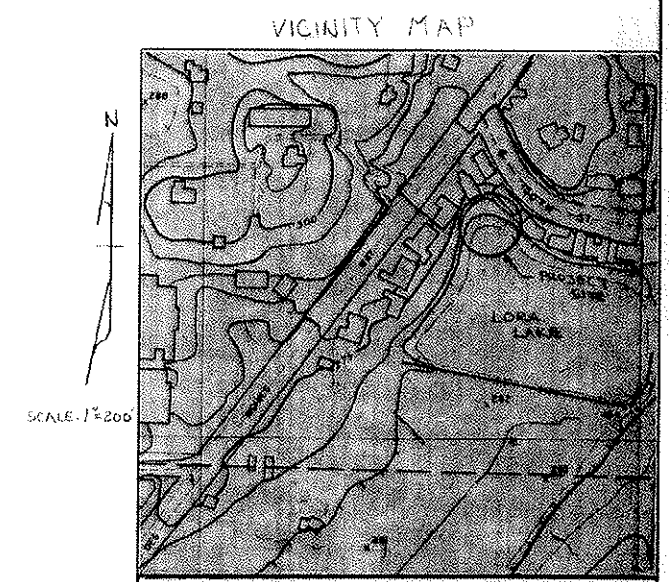
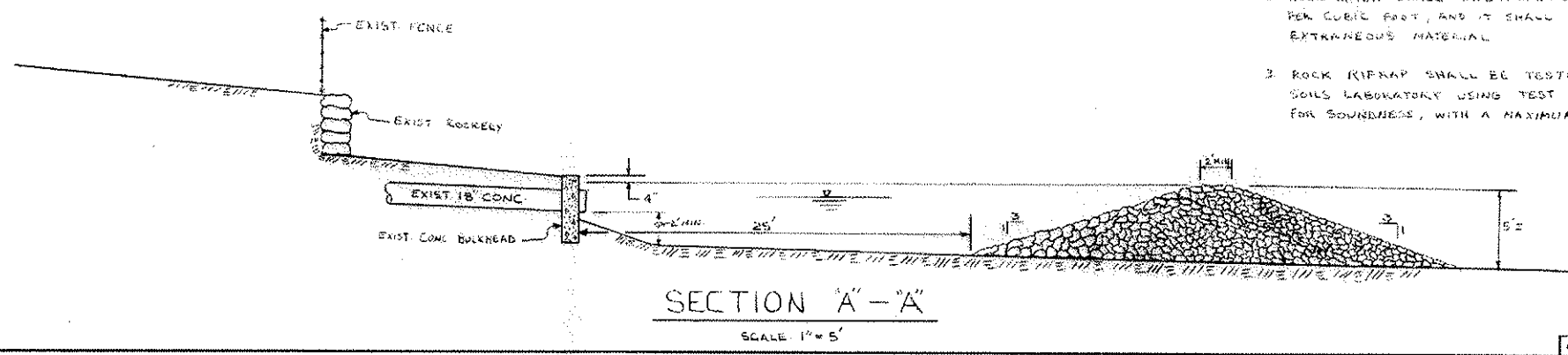
THIS IS A SAMPLE FORM

| SUMMARY OF QUANTITIES | |
|------------------------------------|----------|
| 1. MOBILIZATION | LUMP SUM |
| 2. TEMP. SITE ACCESS ROAD | LUMP SUM |
| 3. ROCK RIP-RAP | 450 TONS |
| 4. RESTORATION OF PRIVATE PROPERTY | LUMP SUM |



- NOTES:**
1. ACCESS SHALL BE PROVIDED ALONG THE NORTHEASTERLY MOST 15 FEET OF LOT 1 AS SHOWN IN THE PLAN VIEW ON THIS SHEET.
 2. DRAINAGE EASEMENTS FOR THE CONSTRUCTION OF THE SETTLING BASIN EXISTS OVER LOTS 1, 3 & 4 OF LORA LAKE ADD, TAX LOT 42B AND LORA LAKE.

- ROCK RIPRAP SPECIFICATIONS**
1. LIGHT LOOSE RIPRAP RANGE: 25 TO 500 POUNDS
 75% LARGER THAN 150 POUNDS
 50% LARGER THAN 200 POUNDS
 30% LARGER THAN 250 POUNDS
 10% LESS THAN 25 POUNDS
 2. ROCK RIPRAP SHALL HAVE A MINIMUM DENSITY OF 150 POUNDS PER CUBIC FOOT, AND IT SHALL CONTAIN NO LUMP OR EXTREMELY MATERIAL.
 3. ROCK RIPRAP SHALL BE TESTED BY THE KING COUNTY SOILS LABORATORY USING TEST DETAILED BY AKSRO T104-68 FOR SOUNDNESS, WITH A MAXIMUM OF 35%.



KING COUNTY DEPARTMENT OF PUBLIC WORKS
 DONALD J. LABELLE, DIRECTOR
 DIVISION OF SURFACE WATER MANAGEMENT
LORA LAKE SETTLING BASIN

CALL 48 HOURS BEFORE YOU DIG
 1-800-424-5555

SUR. NO. 20-23-4-51
 RECOMMENDED *Raymond E. Dorant*
 APPROVED *John Sutter* DATE 1/16/02
 LARRY R. GIBBONS
 LICENSED PROFESSIONAL ENGINEER

| DATE | BY | REVISION |
|------|----|----------|
| | | |
| | | |

CARD NO. 14905 1000

18

MILLER CREEK INTERCEPTOR

12 th. AVE. S.



S.R. 518

MH 17-60
1+84
(19)

0+87

(349)
MH 17-59
3+61.2
(21)

2+40

1+18

MH 17-56
3+12
(20)

(11)

2+80
(8)

2+27
(12)

0+88
(17)

11

10

9

7

S. 150 th. ST.

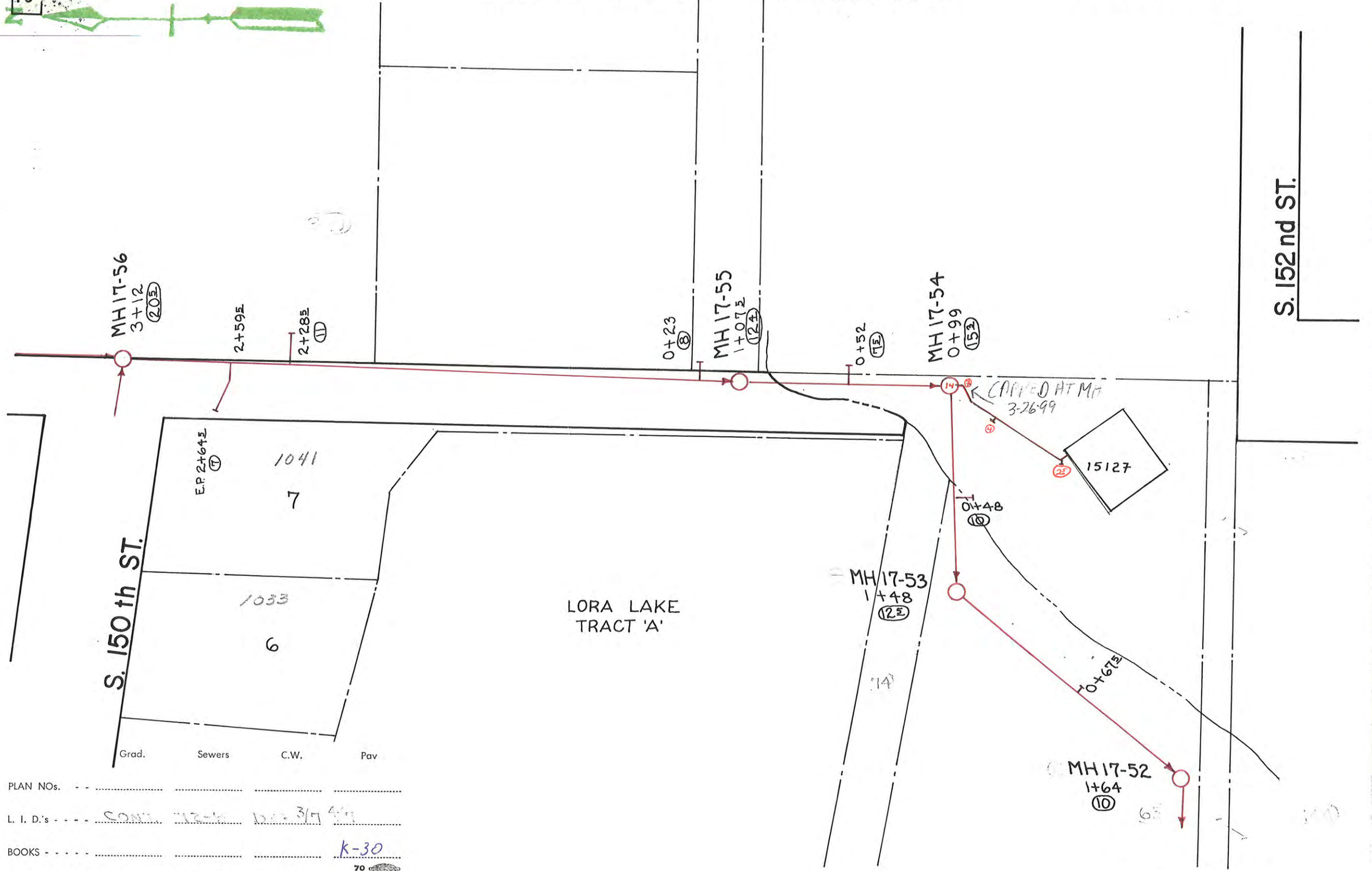
LORA LAKE ADD.

| | Grad. | Sewers | C.W. | Pav |
|------------|-------------------|------------|---------|-------|
| PLAN NOS. | | | | |
| L. I. D.'s | | CONC. 72-8 | DWG 7/8 | |
| BOOKS | | | | K-30 |
| | | | | 70 |
| | S/S CONCRETE PIPE | LUNDBERG | O-RING | |

CARD NO. 19

MILLER CREEK INTERCEPTOR

12 th AVE S.



PLAN NOS.

L. I. D.'s --- CONG. 7-2-98 DATE 3/7 99

BOOKS --- K-30

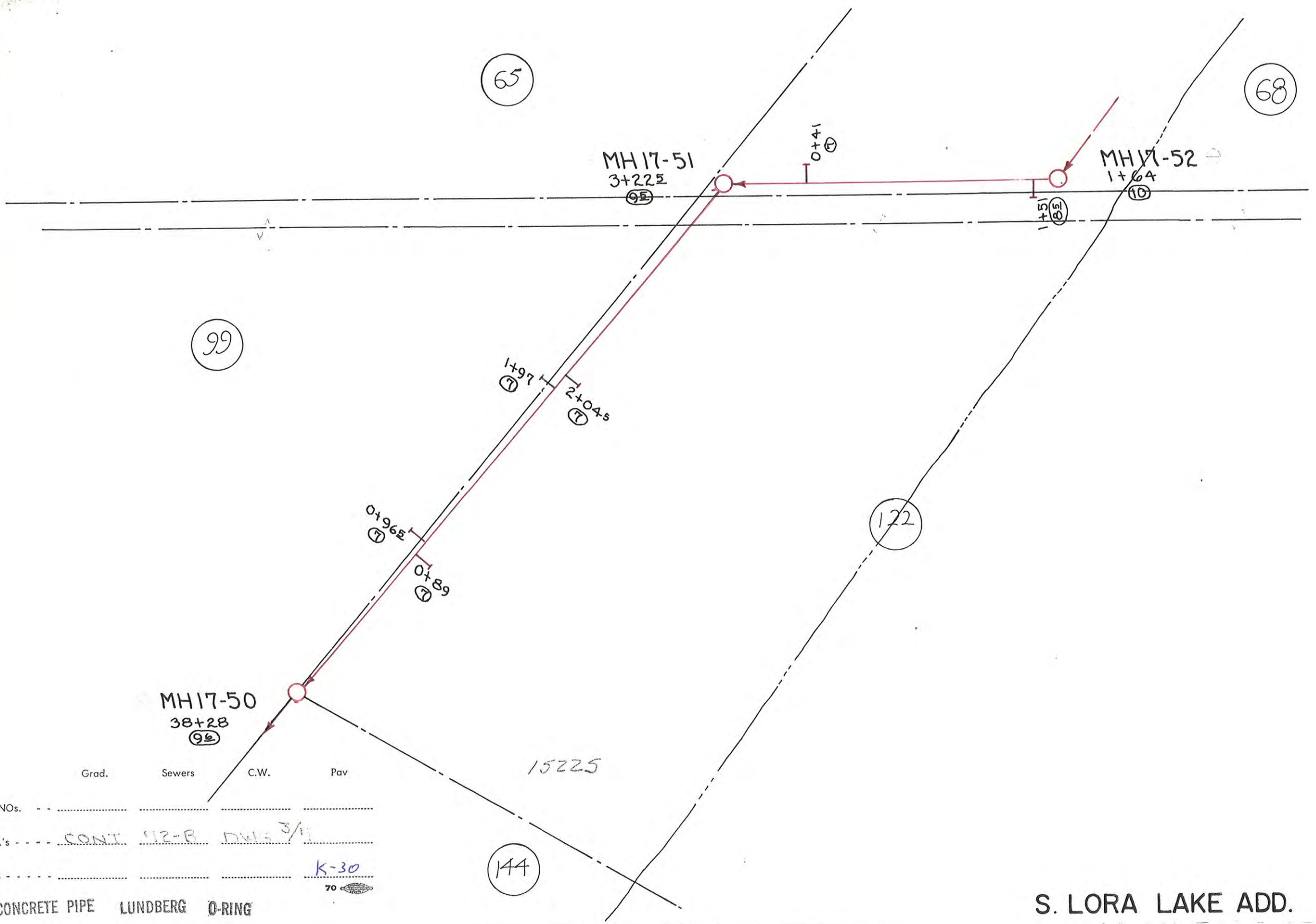
S/S CONCRETE PIPE LUNDBERG O-RING 70

LORA LAKE ADD.

CARD NO. 20

MILLER CREEK INTERCEPTOR

10th AVE. S.



PLAN NOS.

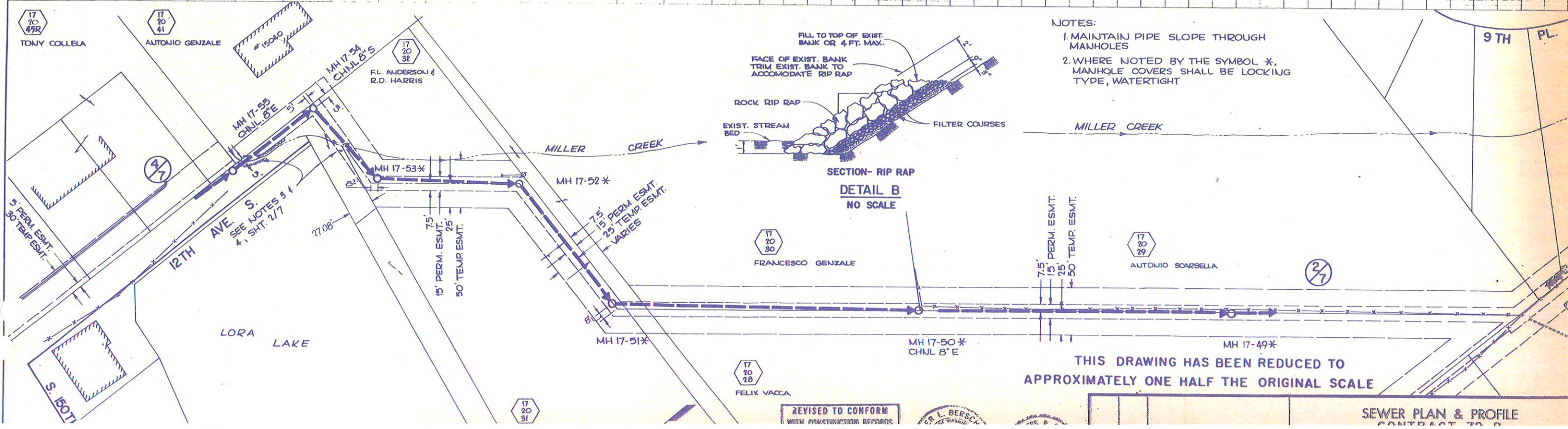
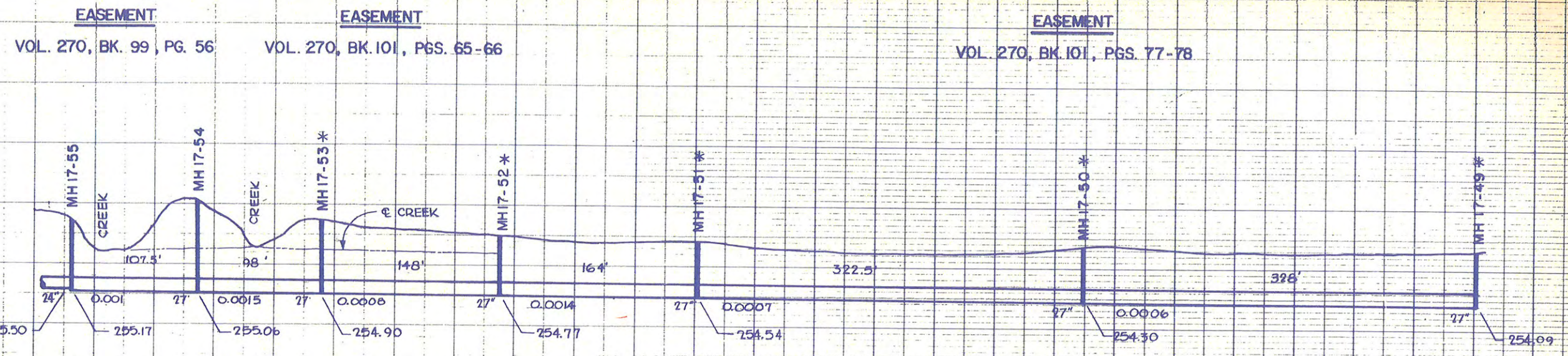
L. I. D.'s - - - CONT. 12-B DWG: 3/1

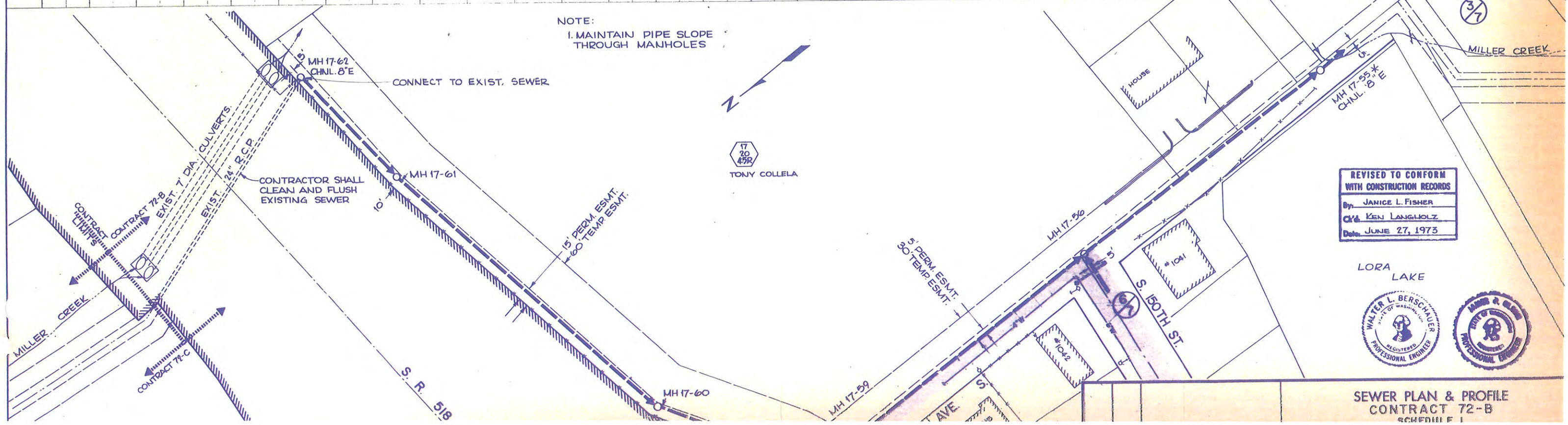
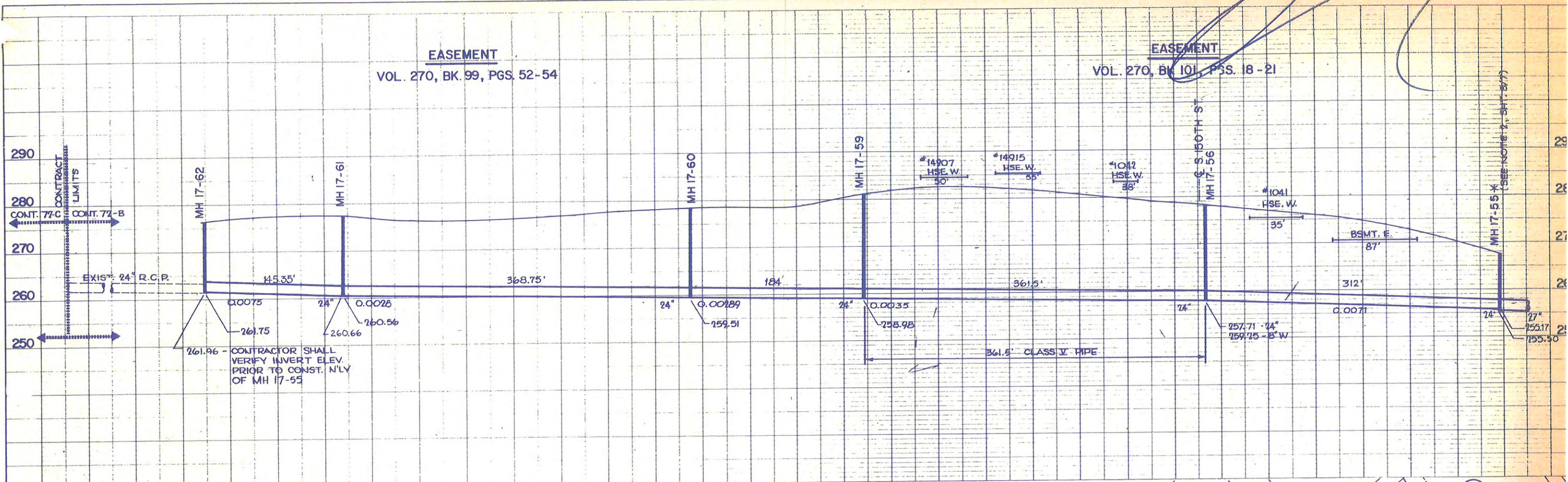
BOOKS - - - - - K-30

S/S CONCRETE PIPE LUNDBERG O-RING

S. LORA LAKE ADD.

K-3





MH 17-56



8810 Wt
9E



8141
The only

8250 Wt
9E



8810 Wt
9E



MH 17-59



HILL, INGMAN, CHASE & CO.
 2909 Third Avenue - Seattle, Wash. 98121
PIPE LINE INSPECTION FORM

Project..... **SOUTHWEST SUBURBAN SEWER DIST. CONT. 72-B**
 Contractor..... **L.D.L. CONST. CO.** Foreman..... **Jim Clark**
 Along..... **12th South** From..... **MH 17-55** To..... **MH 17-56**
 Inspector..... **G. Blaward** Date Started..... **11-17-72** Completed.....

PAY QUANTITIES

| ITEM NO. | ITEM | AMOUNT | DATE PAID |
|----------|---------------------------|--------|-----------|
| 1 | sta MH | 50 | 12-21-72 |
| 2 | MH extra depth | 125 | 8-23-73 |
| 7-A | 24" pipe class-4 | 312 | 12-21-72 |
| 7-B | 24" pipe class-4 | 312 | 8-23-73 |
| 9 | 6" pipe in place | 515 | 1-24-73 |
| 11 | 6" on 24" Tees | 3 | 12-21-72 |
| 12 | Gravel Bedding | 312 | 1-24-73 |
| 14 | Foundation Gravel | | |
| 16 | Backfill Gravel | | |
| 17 | Temporary trench patch | | |
| 18 | Asphalt concrete pavement | | |
| 19 | Crushed Surfacing TL | | |
| 20 | Crushed Surfacing BC | | |
| 13 | Gravel Bedding 6" | 515 | 1-24-73 |
| 8#2 | 6" Tees | 4 | 1-24-73 |

Surface conditions..... **Dirt & gravel**
 Excav. weather..... **Good**
 Soil..... **Sand & clay**
 Equip..... **Kushner M&A.H.**
 Bracing, etc..... **none**
 Ditch width: Top pipe..... **4.5"** Top ditch..... **15"**
 ft. ft.
 Foundation condition..... **stable**
 Type of pipe and joint..... **24" PVC**
2" concrete - D'Ring
 Alignment O.K. (date).....
 Grade O.K. (date).....
 Backfill weather..... **Good**
 Soil cond..... **Dry**
 Manhole type..... **22" D'Ring**
 Channels O.K. (date).....
 Cover elev. O.K. (date).....
 Final cleanup O.K. (date).....

Along..... from MH..... to MH.....

Ground water (ft. above crown, at each MH)..... ft. ft.

EXFILTRATION TEST

INFILTRATION TEST

AIR TEST

(1 PSI Drop Max. from 3.5 to 2.5 PSI)

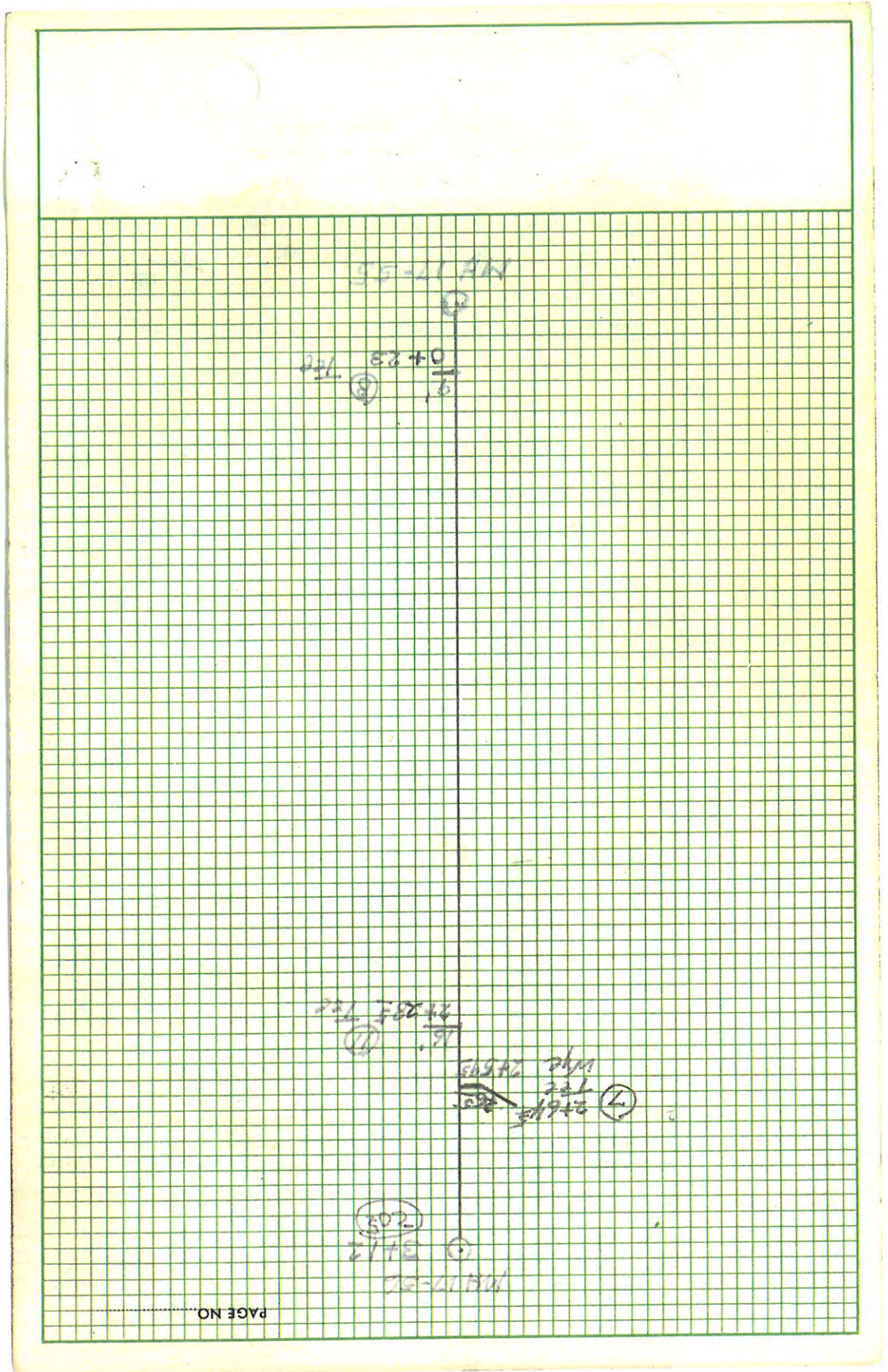
Test Time min.
 Allowable gph
 Actual gph
 Test head, ft. above crown
 at upper MH ft.

Test Time min.
 Allowable gph
 Actual **not measured** gph

Added for Water Table Head..... PSI
 Test Pressure PSI
 Time Req. Min.
 Pressure Drop Measured PSI

Date..... **3-5-73** Accepted..... **D.K.** Rejected..... **CLH**
 If rejected refer to retest, page..... Initial

Remarks:



M17-55

0+23
16

M17-55
16

2+61
19+12

M17-55
16

HILL, INGMAN, CHASE & CO.
 2909 Third Avenue - Seattle Wash. 98121
PIPE LINE INSPECTION FORM

Project SOUTHWEST SUBURBAN SEWER DIST. CONT. 72- B
 Contractor L.D.L. CONST. CO. Foreman Jim Clark
 Along Easement 17-20-41 From MH17-54 To MH 17-55
 Inspector G. Cloward Date Started 11/15/72 Completed

PAY QUANTITIES

| ITEM NO. | ITEM | AMOUNT | DATE PAID |
|------------------|-------------------|--------|-----------|
| 1 | sta. MH | 1.50 | 11-20-72 |
| 2 | MH extra depth | 4.35 | 11-20-72 |
| 3 | watertight cover | | |
| 6-A | 27" pipe | 107.5 | 11-20-72 |
| 6-B | 27" pipe | 107.5 | 11-20-72 |
| 9 | 6" Pipe in place | 9 | 11-20-72 |
| 10 | 6" on 27" Tees | 1 | 11-20-72 |
| 12 | Gravel Bedding | 107.5 | 11-20-72 |
| 13 | Gravel Bedding 6" | 9 | 11-20-72 |
| 14 | Foundation Rock | 80.00 | 11-20-72 |
| 15 | | | |
| 8 ^{5/8} | 6" on 6" Tees | 1 | 11-20-72 |
| 22 | Rock Rip Rap | | |
| 23 | Filter Course | | |

Surface conditions Underdred
 Excav. weather Good
 Soil Sandy clay
 Equip. Kochring 1066 D.H.
 Bracing, etc. None
 Ditch width: Top pipe 6 ft. Top ditch 16 ft.
 Foundation condition Stable
wet
 Type of pipe and joint concrete
Lundberg D'Ring
 Alignment O.K. (date)
 Grade O.K. (date)
 Backfill weather Good
 Soil cond. wet
 Manhole type 72" Pre-cast
 Channels O.K. (date)
 Cover elev. O.K. (date)
 Final cleanup O.K. (date)

Along from MH to MH

Ground water (ft. above crown, at each MH) ft. ft.

| EXFILTRATION TEST | | INFILTRATION TEST | | AIR TEST (1 PSI Drop Max. from 3.5 to 2.5 PSI) | |
|--|----------------------------------|----------------------------------|----------------------------------|---|--|
| Test Time <u> </u> min. | Test Time <u> </u> min. | Test Time <u> </u> min. | Test Time <u> </u> min. | Added for Water Table Head <u> </u> PSI | Test Pressure <u> </u> PSI |
| Allowable <u> </u> gph | Allowable <u> </u> gph | Allowable <u> </u> gph | Allowable <u> </u> gph | Time Req. <u> </u> Min. | Pressure Drop Measured <u> </u> PSI |
| Actual <u> </u> gph | Actual <u>not measurable</u> gph | Actual <u> </u> gph | Actual <u> </u> gph | | |
| Test head, ft. above crown at upper MH <u> </u> ft. | | | | | |
| Date <u>3-5-73</u> Accepted <u>O.K.</u> | | | | | |
| If rejected refer to retest, page <u> </u> | | | | | Initial <u> </u> |

Remarks:

MH17-54



6.570
7.5

3-10-75



MH17-55

HILL, INGMAN, CHASE & CO.
 2909 Third Avenue - Seattle Wash. 98121
PIPE LINE INSPECTION FORM

Project..... SOUTHWEST SUBURBAN SEWER DIST. CONT. 72-B
 Contractor..... L.D.L. CONST. CO. Foreman..... Jim Clark
 Along..... Easement 17-20-32 From..... MH 17-53 To..... MH 17-54
 Inspector..... G. C. Leonard Date Started..... 11/14/72 Completed.....

PAY QUANTITIES

| ITEM NO. | ITEM | AMOUNT | DATE PAID |
|----------|-------------------|--------------|-----------|
| 1 | sta. MH | .50 | 2-20-73 |
| 2 | MH extra depth | .50 | 12/21/72 |
| 6-A | 27" pipe sewer | 73 | 7-20-73 |
| 6-B | 27" pipe sewer | 99 | 11-20-72 |
| 9 | 6" pipe in place | 99 | 2-20-73 |
| 10 | 6" on 27" Tees | 9 | 11-20-72 |
| 12 | Gravel Bedding | 1 | |
| 13 | Gravel Bedding 6" | 99 | 11-20-72 |
| 14 | Foundation Rock | 9 | 11-20-72 |
| 15 | Extra Teel Excav. | 80.85 | |
| 24 | 6" on 6" Tees | 1 | 11-20-72 |
| 24 | Rock Check Dam | used item 24 | |
| 22 | Rock Rip Rep. | 168.29 | |
| 23 | Filter Course | 77.50 | |

Surface conditions..... Unpacked
 Excav. weather..... Good
 Soil..... Sandy clay
 Equip. Reckling 1066 P.H.
 Bracing, etc..... none
 Ditch width: Top pipe..... 6 ft. Top ditch..... 15 ft.
 Foundation condition..... Stable
 Type of pipe and joint..... 27" 2 manhole
"D" Ring Lundberg
 Alignment O.K. (date).....
 Grade O.K. (date).....
 Backfill weather..... Good
 Soil cond..... Wet
 Manhole type..... 72" Precast
 Channels O.K. (date).....
 Cover elev. O.K. (date).....
 Final cleanup O.K. (date).....

Along..... from MH..... to MH.....

Ground water (ft. above crown, at each MH)..... ft. ft.

| EXFILTRATION TEST | | INFILTRATION TEST | | AIR TEST (1 PSI Drop Max. from 3.5 to 2.5 PSI) | |
|---|---|---|---|---|-------------------------------------|
| Test Time..... min. | Test Time..... min. | Test Time..... min. | Test Time..... min. | Added for Water Table Head..... PSI | Added for Water Table Head..... PSI |
| Allowable..... gph | Allowable..... gph | Allowable..... gph | Allowable..... gph | Test Pressure..... PSI | Test Pressure..... PSI |
| Actual..... gph | Actual..... gph | Actual..... gph | Actual..... gph | Time Req..... Min. | Time Req..... Min. |
| Test head, ft. above crown at upper MH..... ft. | Test head, ft. above crown at upper MH..... ft. | Test head, ft. above crown at upper MH..... ft. | Test head, ft. above crown at upper MH..... ft. | Pressure Drop Measured..... PSI | Pressure Drop Measured..... PSI |
| Date..... <u>3-5-73</u> | Date..... <u>3-5-73</u> | Date..... <u>3-5-73</u> | Date..... <u>3-5-73</u> | Accepted..... <u>O.K.</u> | Accepted..... <u>O.K.</u> |
| If rejected refer to retest, page..... | | | | Rejected..... | Rejected..... |
| | | | | Initial..... | Initial..... |

Remarks:

MH 17-53



0148
726 (10) 4

6640



(151)
MH 17-54

HILL, INGMAN, CHASE & CO.
 2909 Third Avenue - Seattle Wash. 98121
PIPE LINE INSPECTION FORM

Project SOUTHWEST SUBURBAN SEWER DIST. CONT. 72-B
 Contractor L.D.L.CONST. CO. Foreman Jim Clark
 Along Easement 17-20-22 & 17-20-31 From MH 17-52 To MH 17-53
 Inspector G.L. Cloward Date Started 11/13/72 Completed _____

PAY QUANTITIES

| ITEM NO. | ITEM | AMOUNT | DATE PAID |
|-----------------|--------------------|--------|-----------|
| 1 | sta. MH | 5.50 | 2-20-72 |
| 2 | MH extra depth | 4.50 | 2-20-72 |
| 3 | watertight cover | 1.20 | 2-20-72 |
| 6-A | 27" pipe sewer | 148 | 11-20-72 |
| 6-B | 27" pipe sewer | 148 | 2-20-72 |
| 9 | 6" pipe in place | | |
| 10 | 6" on 27" Tees | 1 | 11-20-72 |
| 12 | Gravel Bedding | 148 | 11-20-72 |
| 13 | Gravel Bedding 6" | | |
| 14 | Foundation Rock | 118.91 | 11-20-72 |
| 15 | Extra French Drain | | |
| 8 th | 6" on 6" Tees | | |

Surface conditions Unleaved
 Excav. weather Good
 Soil Sandy clay
 Equip. Kuehling 1066 B.V.
 Bracing, etc. 72" dia.
 Ditch width: Top pipe 8' Top ditch 20'
 Foundation condition stable
 Type of pipe and joint 27" Orange
interlock-lumber
 Alignment O.K. (date) _____
 Grade O.K. (date) _____
 Backfill weather Good
 Soil cond. wet
 Manhole type Prc-cast 72"
 Channels O.K. (date) _____
 Cover elev. O.K. (date) _____
 Final cleanup O.K. (date) _____

Along _____ from MH _____ to MH _____

Ground water (ft. above crown, at each MH) _____ ft. _____ ft.

| EXFILTRATION TEST | | INFILTRATION TEST | | AIR TEST (1 PSI Drop Max. from 3.5 to 2.5 PSI) | |
|---|--|----------------------------------|--|---|----------------------------------|
| Test Time _____ min. | Allowable _____ gph | Test Time _____ min. | Allowable _____ gph | Added for Water Table Head _____ PSI | Test Pressure _____ PSI |
| Actual _____ gph | Test head, ft. above crown at upper MH _____ ft. | Actual <u>not measurable</u> gph | Date <u>3-5-73</u> Accepted <u>O.K.</u> Rejected _____ | Time Req. _____ Min. | Pressure Drop Measured _____ PSI |
| If rejected refer to retest, page _____ | | | | Initial <u>JH</u> | |

Remarks:

MH17-52



07675 Tee Only

1+48



(1200)

MH17-53

HILL, INGMAN, CHASE & CO.
 2909 Third Avenue - Seattle Wash. 98121
PIPE LINE INSPECTION FORM

Project SOUTHWEST SUBURBAN SEWER DIST. CONT. 72-B
 Contractor L.D.L. CONST. CO. Foreman Jim Clark
 Along Excavations 28 & 30 From MH 17-51 To MH 17-52
 Inspector G.L. Zlovard Date Started 11-11-72 Completed

PAY QUANTITIES

| ITEM NO. | ITEM | AMOUNT | DATE PAID |
|----------|------------------|--------|-----------|
| 1 | sta. MH | .50 | 2-10-73 |
| 3 | watertight cover | 1.00 | 2-20-73 |
| 2 | MH extra depth | 2.00 | 2-20-73 |
| 6-A | 27" pipe sewer | 164 | 11-20-72 |
| 6-B | 27" pipe sewer | 164 | 11-20-72 |
| 9 | 6" Pipe in place | 18 | 11-20-72 |
| 10 | 6" on 27" Ties | 2 | 11-20-72 |
| 12 | Gravel Bedding | 164.00 | 3-20-73 |
| 13 | Gravel Bedding | 18.00 | 11-20-72 |
| 14 | Foundation Rock | 131.20 | 11-20-72 |
| 15 | Extra Trench Exc | 19.53 | 11-20-72 |
| 88 1/2 | 6" on 6" Ties | 2 | 11-20-72 |

Surface conditions Grass - wet - unclean left
 Excav. weather Good
 Soil Det. - swamp
 Equip. Keckring sub B.H.
 Bracing, etc. none
 Ditch width: Top pipe 10 ft. Top ditch 2.5 ft.
 Foundation condition stable
Foundation Rock
 Type of pipe and joint 27" Concrete
"D" Ring - Lundberg
 Alignment O.K. (date).....
 Grade O.K. (date).....
 Backfill weather Good
 Soil cond. Wet
 Manhole type Pre-cast
 Channels O.K. (date).....
 Cover elev. O.K. (date).....
 Final cleanup O.K. (date).....

Along..... from MH..... to MH.....
 Ground water (ft. above crown, at each MH)..... ft. ft.

| EXFILTRATION TEST | | INFILTRATION TEST | | AIR TEST (1 PSI Drop Max. from 3.5 to 2.5 PSI) | |
|--|------|----------------------------|------|---|---------|
| Test Time | min. | Test Time | min. | Added for Water Table Head..... | PSI |
| Allowable | gph | Allowable | gph | Test Pressure | PSI |
| Actual | gph | Actual <u>not measured</u> | gph | Time Req. | Min. |
| Test head, ft. above crown at upper MH | ft. | | | Pressure Drop Measured | PSI |
| Date <u>3-5-73</u> Accepted <u>O.K.</u> | | Rejected | | <u>LLH</u> | Initial |
| If rejected refer to retest, page..... | | | | | |

Remarks:

MH 1-51



72< 0741
9'



72< 1451
9'



1464

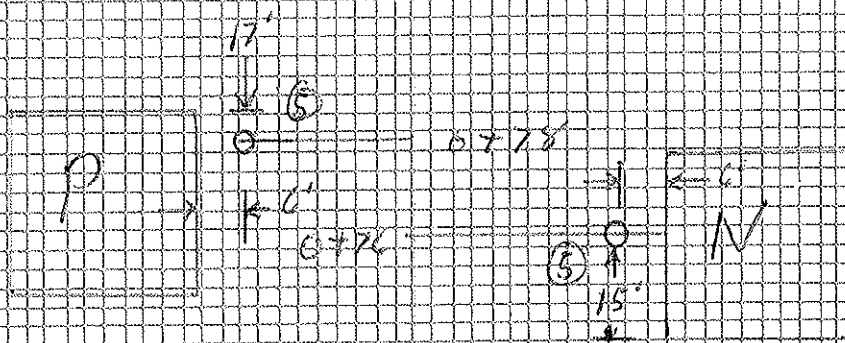


MH 1-52



↖ N

MAN 1742 B

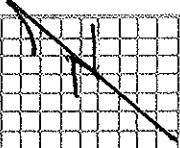


4/4
PVC



MAN 1742 A

ORSON

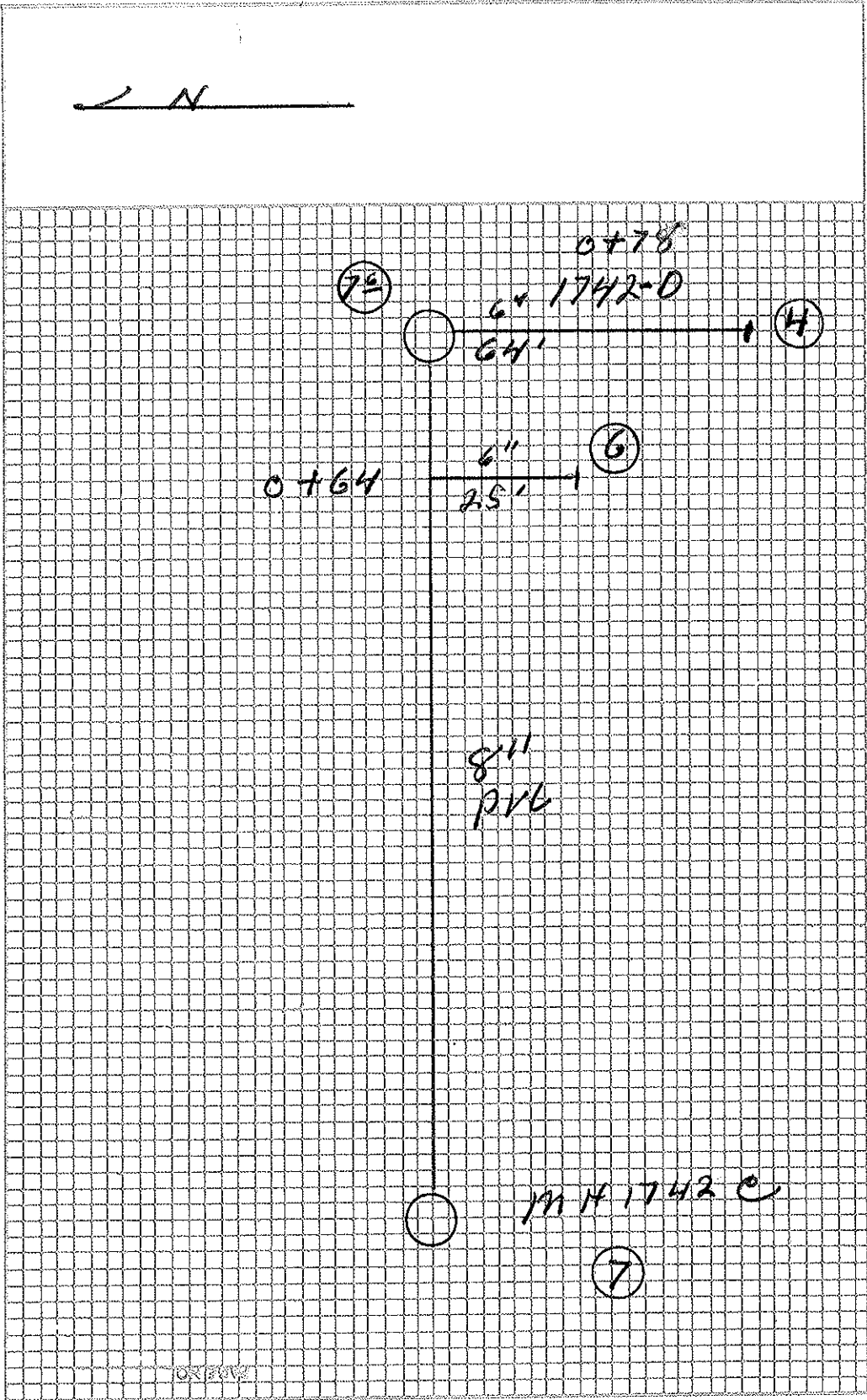


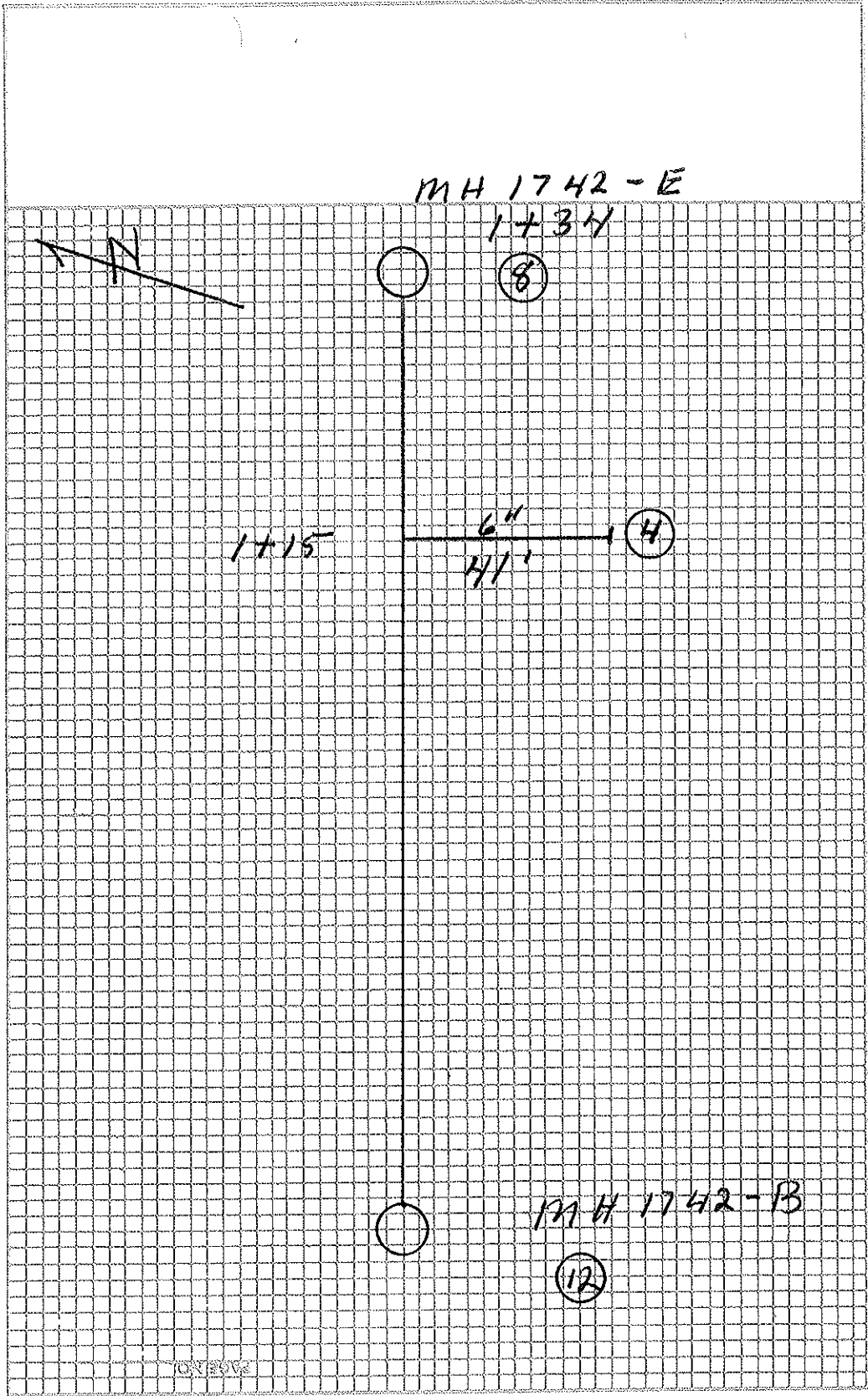
MH 1742 C
1+78 (7)

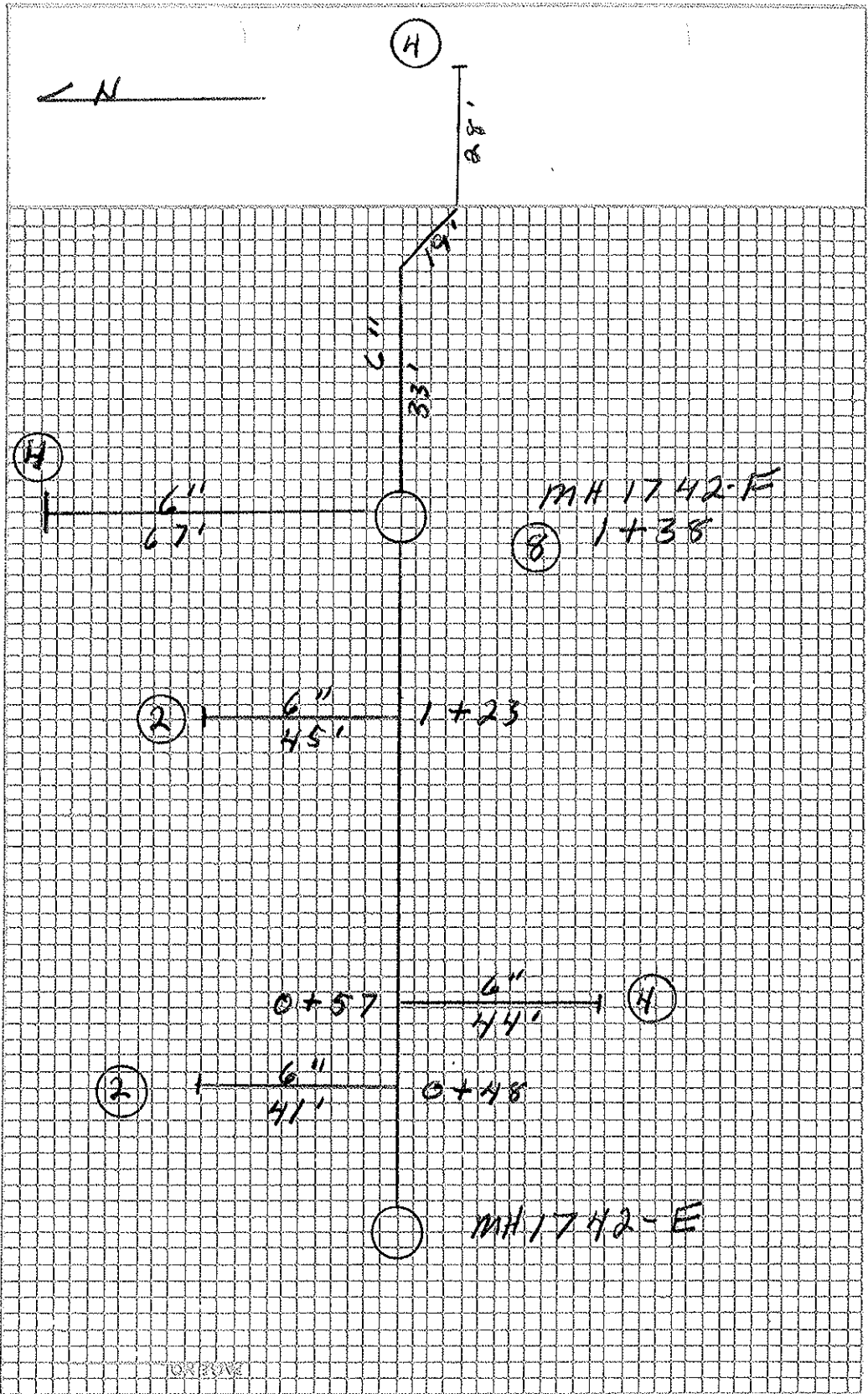
8" PVC
NO "T"

MH 1742-B
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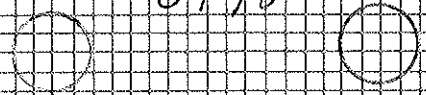
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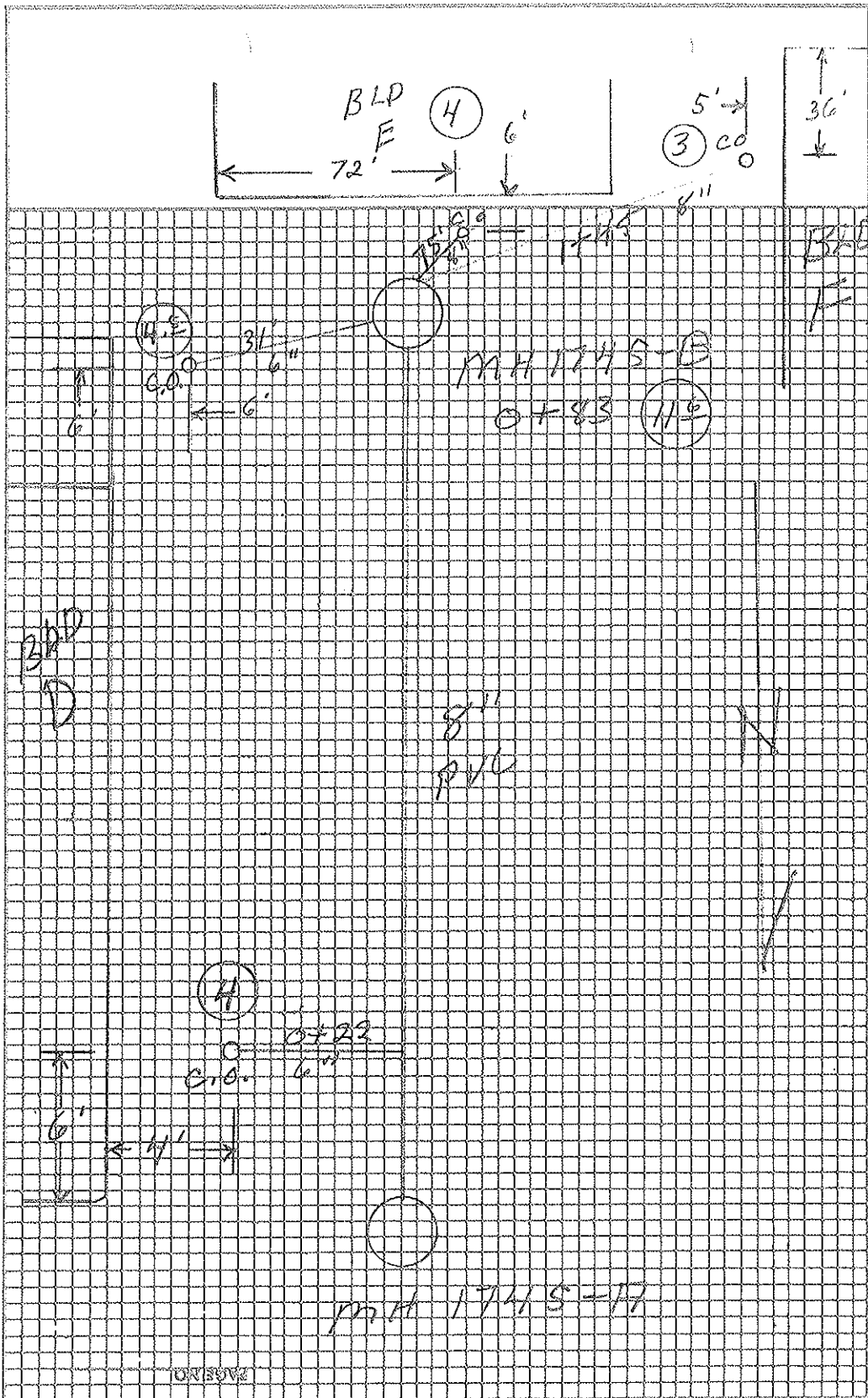
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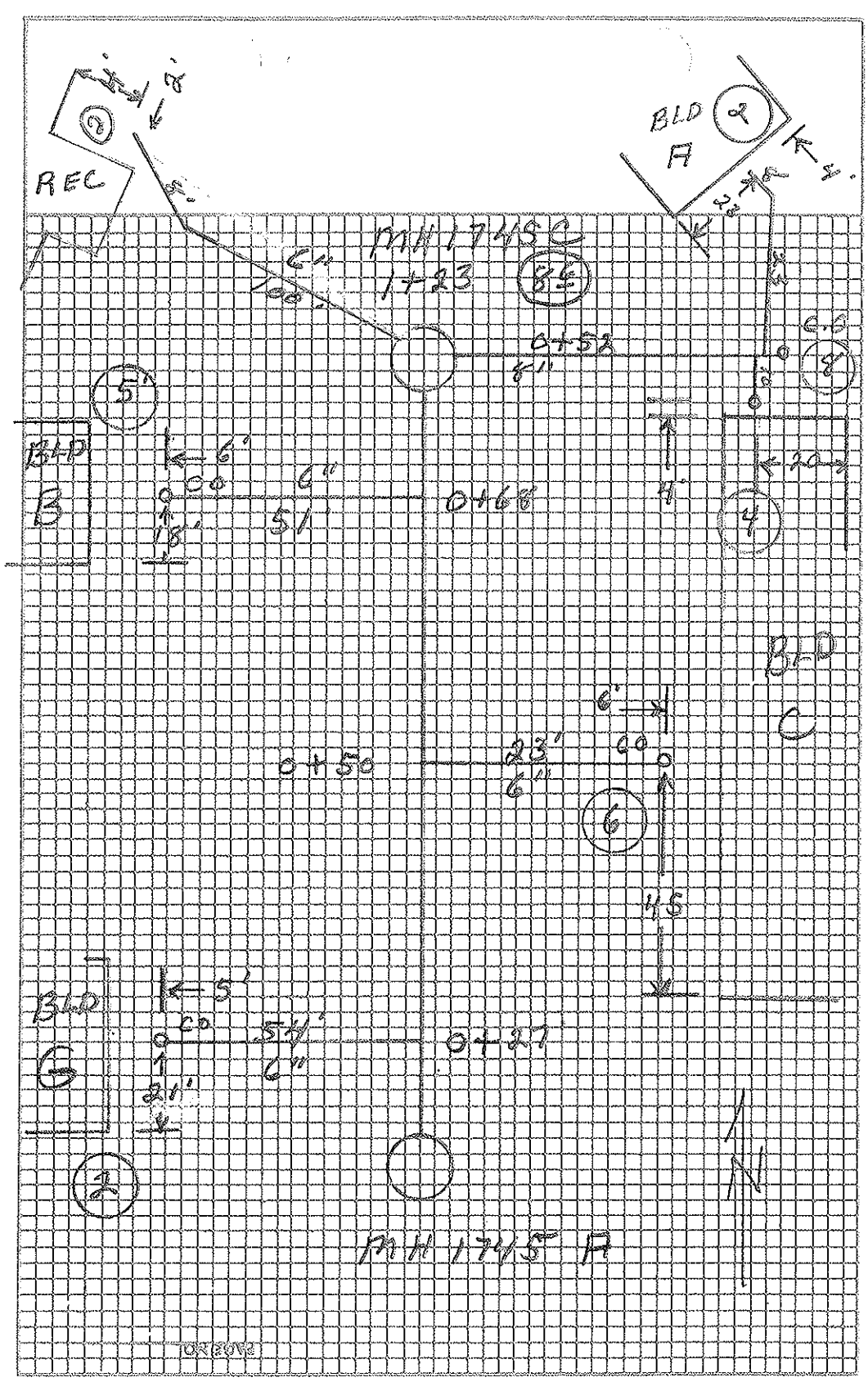


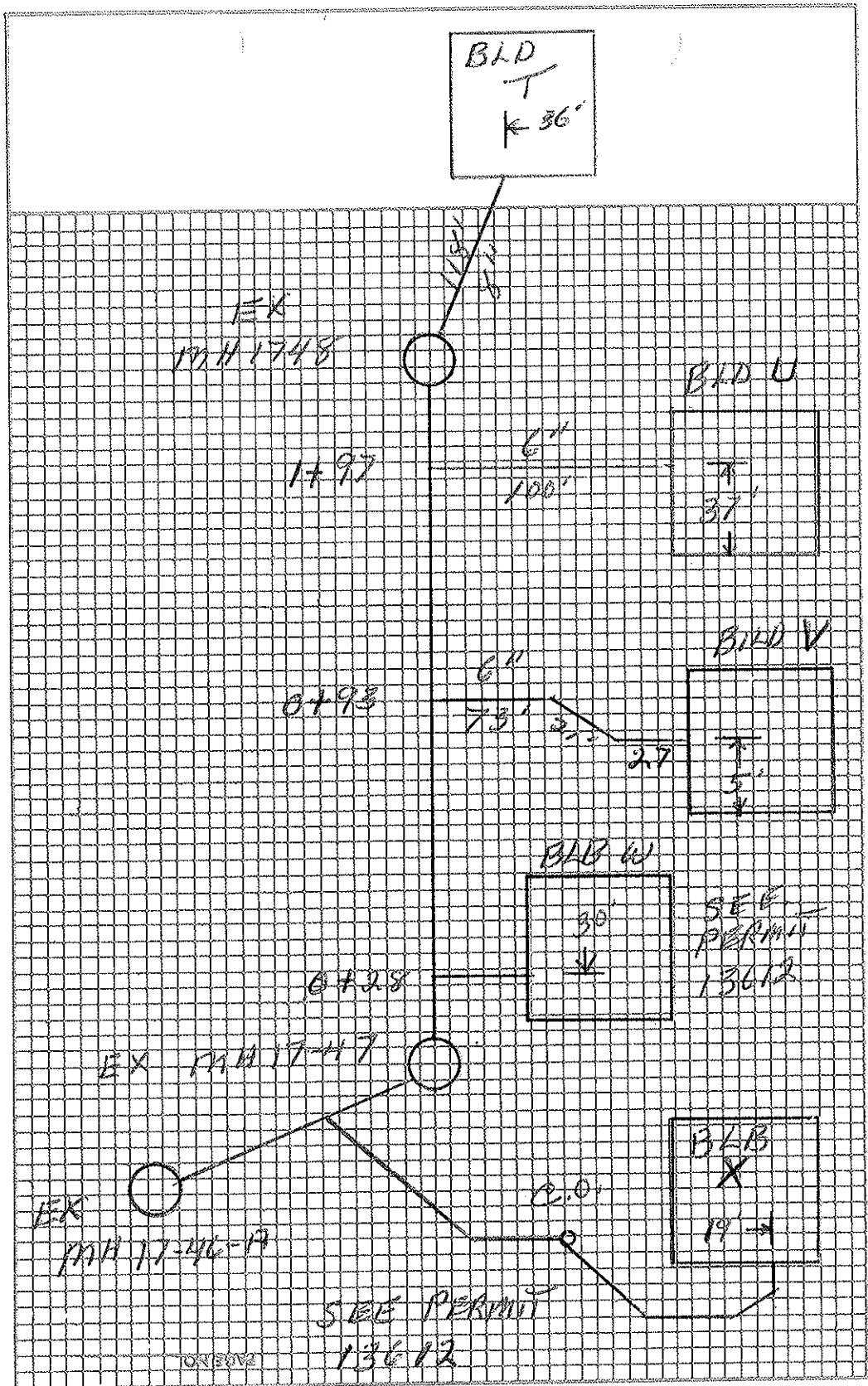
INSIDE DROP



EX W.H. 1795







KING COUNTY ARCHIVES

**Department of Transportation: Road Services
Division, Administrative Working Files, Series 629,
Accession No. A04-007, Box 12, Lora Lake Folder**

10-11-74

WANNAMAKER

RECEIVED
OCT 8 1974
KING COUNTY
DIVISION OF HYDRAULIC

| DIVISION OF HYDRAULIC | | TITLE |
|-----------------------|--|-------|
| NAME | | |
| Gallespie | | |
| Wannamaker | | |
| Fisher | | |
| Cibbons | | |
| Grook | | |
| Arducky | | |
| Hambra | | |
| Forster | | |
| John Youngs | | |
| File | | |

Order of Dismissal
Judge Clark
10/11/74

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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

WILLIS W. KLUDT, et ux.,)
et al.,)
Plaintiffs) NO. 726259

v.)
KING COUNTY and STATE OF)
WASHINGTON HIGHWAY COMMISSION,)
Defendants.)

STIPULATION AND AGREEMENT FOR SETTLEMENT

Miller Creek
File

WHEREAS, the parties hereto, Willis W. Kludt and Helen D. Kludt; William C. Hall and Beverly H. Hall, his wife Roy L. McCullough and Janis P. McCullough, his wife; Franklin M. Trunkey and Barbara L. Trunkey, his wife; Alva E. Wiseman and Evelyn M. Wiseman, his wife; and Harry E. Dennis and Jean M. Dennis, his wife; King County; and Washington State Highway Commission, desirous of settling the King County Superior Court action known as Kludt, et ux., et al. v. King County, et al., Cause No. 726259;

WHEREAS, the parties have reached agreement on the general direction and nature of future King County hydraulic planning and construction activity in the Miller Creek drainage basin;

WHEREAS, it is understood by all signatories that breach of the terms of this settlement may result in a re-filing of the lawsuit;

WHEREAS, prior to and throughout the pendency of this proceeding, Miller Creek has been the subject of numerous

STIPULATION & AGREEMENT FOR SETTLEMENT - 1

CHRISTOPHER T. BAYLEY
Prosecuting Attorney
4501 King County Courthouse
Seattle, Washington 98104
344-2550

1 studies, including the RIBCO Urban Run-off and Basin Drainage
2 Study (1974) and the Sea-Tac Community's Plan (1974);

3 WHEREAS, King County currently is without sufficient
4 capital construction funds to proceed with a hydraulic project in
5 Miller Creek and therefore is unable to assign a commencement
6 date to any proposed public works activities;

7 WHEREAS, the parties agree that this agreement is in
8 settlement of the existing litigation and does not constitute
9 an admission of liability by either defendant Washington State
10 Highway Commission or defendant King County;

11 THEREFORE, in consideration of the promises exchanged
12 herein, the parties agree as follows:

13 1. King County and the Washington State Highway Commission
14 recognize that serious flooding and drainage problems have existed
15 in Miller Creek drainage basin for a number of years, that such
16 problems will increase in the future as development increases,
17 and King County agrees that corrective programs and drainage
18 facilities are required and should be implemented as promptly
19 as possible.

20
21 2. King County Department of Public Works, Division
22 of Hydraulics, pledges the use of \$65,000.00 in remaining
23 revenue sharing funds for further planning and design study in
24 the Miller Creek basin. Said funds will be expended upon comple-
25 tion of the RIBCO Urban Run-off and Basin Drainage Study and the
26 Sea-Tac Community's plan. The Division of Hydraulics anticipates
27 that such further planning and design studies will take place
28 during 1975.

29 3. King County agrees that it has abandoned the
30 total channelization of Miller Creek and agrees that it will
31 not in the future attempt the channelization of Miller Creek except
32 in limited amounts in connection with retention facilities.

33 STIPULATION & AGREEMENT FOR SETTLEMENT - 2

CHRISTOPHER T. BAYLEY
Prosecuting Attorney
Washington State
Seattle, Washington 98104
344-2950

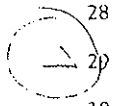
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4. Plaintiffs acknowledge and recognize there are numerous possible methods of maintaining the character and quality of Miller Creek and further recognize that there are other residents and property owners in the Miller Creek basin whose views as to project design and implementation will also be considered equally by King County. Plaintiffs also recognize that the King County Council will have final approval as to the design, location, scope and nature of any project in Miller Creek drainage basin. The Division of Hydraulics will, however, recommend to the King County Council and will use its best efforts to achieve the programs, concepts and agreements contained herein.

5. King County acknowledges the long term and sincere concern of numerous citizens in the Miller Creek basin in maintaining the quality and integrity of the creek and guarantees continued solicitation of citizen input in the final selection of a design solution.



6. King County's Surface Water Utility Board, created by Council Motion 1478, will present to the Council during October 1974 its report calling for the creation of a county-wide surface water utility pursuant to the terms of the County Services Act, RCW 36.94, and requesting initial funding of \$1 million. The creation of such a utility requires comprehensive sub-basin planning of detailed surface water management solutions and would permit the levying and collecting of service charges within each sub-basin in which a solution is planned and initiated.



7. Upon completion of the planning and design studies for the Miller Creek basin as provided herein, the surface water utility will prepare a sewerage general plan for the Miller Creek basin. The surface water utility will use its best efforts to

1 obtain approval of said plan by the King County Council, the
2 requisite review committee and any other governmental agencies
3 having authority or jurisdiction over the plan area.

4 (V) 8. Upon completion of the Miller Creek sewerage
5 general plan, the surface water utility will proceed as soon as
6 practicable with implementing the necessary financing so that
7 work pursuant to the plan may be initiated. Without limitation
8 of any appropriate method of financing, King County will impose
9 the necessary charges on all property owners within the Miller
10 Creek basin and will consider the levying of rates and charges based
11 on impervious surface areas.

12 9. The Washington State Highway Department will recom-
13 mend to the Washington State Highway Commission that the Washington
14 State Highway Department pay any assessment levied by King County
15 based upon the assessments levied upon other property owners in
16 the Miller Creek basin in accordance with the impervious surface
17 area of state highways (SR 509 and SR 518) owned by the Washing-
18 ton State Highway Department in the Miller Creek drainage basin as
19 such drainage projects implemented by King County benefit those
20 highway systems.

21 (A) 10. Upon approval of the sewerage general plan and
22 obtaining the necessary financing, King County will proceed with
23 the construction of appropriate facilities, as set forth in
24 said plan which will:

- 25 a. improve the water quality of Miller Creek;
- 26 b. prevent surface water from being collected,
27 and discharged into Miller Creek in excess
28 of its natural capacity;
- 29 c. maintain or improve the present character
30 and appearance of Miller Creek.

31
32 STIPULATION & AGREEMENT FOR SETTLEMENT - 4
33

CHRISTOPHER T. DAYLEY
Prosecuting Attorney
Washington County Courthouse
Seattle, Washington 98104
344 7250

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11. King County Division of Hydraulics will support the concept of regional holding ponds as a method of Miller Creek preservation and protection, and, further the Division of Hydraulics will analyze the proposed location of holding pond sites as presented in Fig. 7 of Sea-Tac Community's Plan, water quality analysis, for effectiveness and potential storage capacity.

12. King County Department of Public Works will maintain and operate any holding ponds which form part of a county operated regional drainage management system.

13. King County supports the concept of run-off rate control as the common approach to drainage planning and management, including the use of holding facilities and roof-top retention. The Division of Hydraulics will recommend to the Council passage of an appropriate ordinance to implement run-off rate controls of future development and construction.

14. King County will continue to require developers to provide temporary sedimentation collection facilities during construction to insure that sediment-laden water does not enter the natural drainage system.

15. King County and the state of Washington will explore and attempt to design, subject to technical considerations and as far as practical, future road construction projects in the Miller Creek drainage basin which will retard peak flow run-off from county and state roads and highways and properties, including the use of grass ditches, weirs, smaller pipes and culverts (where ditch retention is feasible) and other diversion and diffusion facilities.

16. King County will attempt to design and construct future public works, subject to technical considerations, and regulate private projects in the Miller Creek drainage basin so that such projects will not adversely affect the present character of Miller Creek or increase the quantity of water which flows into Miller Creek.

CHRISTOPHER T. BAYLEY
Prosecuting Attorney
7505 King County Courthouse
Seattle, Washington 98104
344-2970

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17. In the event this agreement is not implemented, plaintiffs may refile said action, and defendants agree not to raise any defenses based on the statute of limitations.

18. Plaintiffs agree to dismiss the action above-captioned as to defendants King County and Washington State Highway Commission with each party to pay its own costs and attorney fees.

19. A schedule of planned implementation of this agreement shall be provided to plaintiffs within five days of the date of the agreement by King County and King County shall use its best efforts to follow said schedule and shall advise the plaintiffs concerning any possible changes in said schedule and reasons therefore.

DATED this 4 day of October, 1974.

CHRISTOPHER T. BAYLEY
Prosecuting Attorney

By [Signature]
DIANE E. DRAY, Deputy

By [Signature]
J. RICHARD QUIRK, Deputy
Attorneys for King County

[Signature]
WILLIAM L. BOLAND, Attorney for
Washington State Highway Commission

[Signature]
NORTAN WINN, Attorney for
Plaintiffs

On behalf of all plaintiffs:
[Signature]
WILLIS W. KLUDI

[Signature]
HELEN D. KLUDI

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: J. L. DeSpain
From: Jan Klippert
Subject: Silting -- Lora Lake

775 SEP 9 1975
Date: September 9 1975

NEW COPY
DEPARTMENT OF PUBLIC WORKS

RECOMMENDATION

It is recommended that the Department of Public Works initiate action to assist in removing silt from Lora Lake.

BACKGROUND

Lora Lake lies in the Miller Creek drainage basin. It acts as a holding pond and discharges into Miller Creek. It lies near the intersection of Des Moines Way and SR 518.

The Community Relations Section received an inquiry from Wally Watson 15040 Des Moines Way (447-3890) requesting that the Department of Public Works assist residents in removing silt from the Lake. Residents would remove dirt from the lake and bring it to shore. The Department was requested to dispose of the silt.

Following receipt of the inquiry the Community Relations personnel reviewed the request with both Messers. McAuliff and Gillespie. Both indicate that they do not have jurisdiction or funds for this project. Our review indicates that it will be to the advantage of the County to assist the residents in their effort to clean Lora Lake.

REASONS FOR TAKING POSITIVE ACTION

It appears that the Department of Public Works should take favorable action because of the following conditions:

1. The Court settlement in the Kludt vs. King County Miller Creek problem, paragraph 14, states:

"King County Department of Public Works will maintain and operate any holding ponds which form part of a County operated regional drainage management system."

Lora Lake is identified as a part of the holding pond system for Miller Creek.

2. Enclosed drainage systems entering the Lake from County easements serve Des Moines Way, 8th Avenue South, SR 518, and adjacent areas.

The silting of the Lake does not appear to be caused by adjacent residents but from materials carried through County easements and from other publicly owned lands.

September 9, 1975

3. On two earlier occasions the Department of Public Works entered the properties to repair, install or clean drainage lines. Lora Lake could be considered to be a drainage line; an extension of the easement across the Lake to Miller Creek. If considered as a part of the drainage line, it will be entirely appropriate to assist in silt removal.
4. More frequent cleaning of a small area of the Lake may be more beneficial and economical than major cleaning of the whole lake less frequently.
5. Such cleaning would increase capacity of the Lake.
6. Such assistance by the Department of Public Works, would indicate positive response to the Court action, be consistent with the Sea-Tac Communities Plan, and would be consistent with the RIBCO studies regarding water quality.
6. It appears as if corrective action now would be less costly than if taken later, especially since residents are willing to participate.

REASONS FOR NOT TAKING ACTION

Our review indicates some reasons for not taking action:

1. Jurisdictional confusion seems to exist in determining if Road Maintenance or Hydraulics Division has jurisdiction for silting or taking other corrective action.
2. Lora Lake is a private lake, ownership is held by adjacent owners as tenants-in-common.
3. Part of the silting appears to be caused by materials originating on Washington State Highway Department, SR 518, right of way. Participation by the Washington State Highway Department would appear justified.
4. Concern was expressed as to this action by that the Department of Public Works would set a precedence.

SUMMARY AND CONCLUSIONS

It appears that Lora Lake is an important part of the Miller Creek, storm drainage system. Its capacity is decreased by silting occurring near the source of water, a Department of Public Works drainage easement serving 8th Avenue South and Des Moines Way.

Tenants have volunteered to assist in silt removal. Department of Public Works participation would be minimal.

Upon notification of action by the Department, I should contact Wally Watson at the earliest possible time.

KING COUNTY
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

Don Horey, County Road Engineer
via Jim McAuliff, Operations

To: _____
From: W.B. Gillespie
Subject: Lora Lake Silting

Date: _____

| NAME | INITIALS |
|-----------------|----------|
| Gillespie | WBG |
| Wannamaker | |
| October 9 | |
| Gibbons | |
| Creek | |
| Andrusky | |
| Hamilton | |
| Barber | |
| File OBARca 'F' | |

We do not concur with Jan Klippert's recommendation in his memo dated September 9, 1975, regarding the above subject, for the following reasons:

- 1) We are not presently operating a "regional drainage management system" as alluded to in the 'Kludt' case. As a matter of fact we are still studying the Miller Creek Basin and no system has evolved yet!
- 2) Silt may be carried to the lake through the system reconstructed by the County. However, there is presently no blockage in this closed conduit.
- 3) County did in fact repair these lines. As a matter of courtesy, did accommodate the lake owners by bailing the silt from the lake. No commitment was made for further work in the lake.
- 4) No comment
- 5) No comment
- 5) Assistance as recommended by Klippert is not germane as no monies have been appropriated to implement construction work resultant to the Kludt case, Sea-Tac Community Plan, or RIBCO.

General Comments:

At such time as we do engage in lake management, the determination as to the type of work to be accomplished, scheduling, and funding will hopefully be at the discretion of the operating division. In no case should a maintenance program be dictated by others.

WBG:lmw

*sent 10/9/75
fw.
95-084*



KING COUNTY COUNCIL

Paul Barden, District Seven



Residence:

19907 4th Avenue S. W.
Seattle, Washington 98166
(206) 824-1979

Room 402, King County Court House
Seattle, Washington 98104
(206) 344-4044

NOV 14 11 AM '75
KING COUNTY
DEPARTMENT OF PUBLIC WORKS

November 14, 1975

TO: JEAN DE SPAIN, DIRECTOR
DEPARTMENT OF PUBLIC WORKS

FROM: PAUL BARDEN *Paul Barden*
KING COUNTY COUNCIL

SUBJECT: DRAINAGE INTO LORA LAKE

Mr. Wally Watson, 15040 Des Moines Way South, 447-3890, has contacted this office with a complaint concerning a drainage channel which is running into Lora Lake. The run-off is reportedly carrying silt and junk into the lake. Mr. Watson believes the drainage channel to be a County responsibility and has requested some assistance from the County in clearing out the debris. He says his request has been rejected by a person named Bud Erickson.

I would appreciate your help in responding to Mr. Watson.
Thank you for your attention.

/jm

DEPARTMENT OF PUBLIC WORKS - CORRESPONDENCE CONTROL FORM

MAIL CONTROL COORDINATOR

FROM: NAME Paul Barden REF. NO. A-106
 ORGANIZATION County Councilman DATE REC'D. 11/14/75
 DATE ROUTED 11/14/75

ROUTING → RETURN TO MAIL CONTROL COORDINATOR

- | | | |
|---|--|---|
| <input type="checkbox"/> DIRECTOR | <input checked="" type="checkbox"/> SOLID WASTE DIVISION | <input checked="" type="checkbox"/> OPERATIONS |
| <input type="checkbox"/> DEPUTY DIRECTOR | <input checked="" type="checkbox"/> COUNTY ROAD ENGINEER | <input type="checkbox"/> MAINTENANCE SUPT. |
| <input type="checkbox"/> ADMINISTRATIVE ASSISTANT | <input type="checkbox"/> ENGINEERING SERVICES | <input type="checkbox"/> SPECIAL SERVICES SUPT. |
| <input type="checkbox"/> AIRPORT DIVISION | <input type="checkbox"/> PLATTING | <input type="checkbox"/> TRAFFIC & PLANNING |
| <input type="checkbox"/> BUSINESS SERVICES | <input type="checkbox"/> RID & LEGAL | <input type="checkbox"/> CONTRACTS / STANDARDS |
| <input type="checkbox"/> COMMUNITY RELATIONS | <input type="checkbox"/> UTILITIES | <input type="checkbox"/> MOTOR POOL |
| <input type="checkbox"/> HYDRAULICS DIVISION | <input type="checkbox"/> OTHER | <input type="checkbox"/> OTHER |

SUMMARY

Lora Lake drainage concern of Mr. Wally Watson.

DIRECTORS OFFICE

PREVIOUS REFERENCE _____ WHAT ACTION? Approved
 RESPONSE REQUIRED: INVEST/REPORT INVEST/PREPARE LTR/MEMO SIGNATURE via DRH
 APPROVAL: BY/DATE _____
 COMMENTS: _____

DIVISION OFFICE

ROUTED → TO BE RETURNED TO DIVISION

STATUS

TO _____ DATE _____
 REMARKS _____

- NO REPLY REQUIRED
 ACKNOWLEDGED-REPLY LATER

MAIL CONTROL

For your file

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

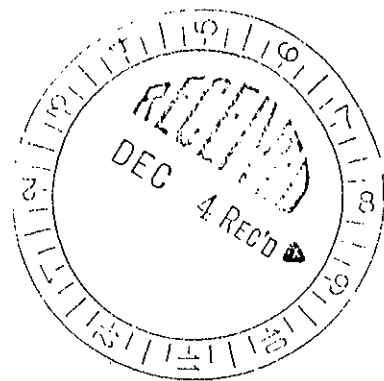
To: Paul Barden, County Councilman Date: December 2, 19 75
From: Jean DeSpain
Subject: Lora Lake Drainage

A drainage system has existed for some time from 8th Avenue South, through the wrecking yard to Des Moines Way, across Des Moines Way and down to Lora Lake. The system through the wrecking yard was private and not maintained by the County. Due to the way the pipe was laid at this location and because the pipe was undersized, it became plugged causing drainage back up and flooding the area around SR518 and 8th Avenue South. Since it is a main drainage course the County obtained an easement from the owner of the wrecking yard and relayed the storm drain from 8th Avenue South to a manhole just above the lake.

A delta existed at the outlet to the lake before any construction in this area was done. While we were working in the area a length of eight-inch pipe installed at the outlet by the sewer district, that was full of silt, was removed at the property owners request. He also asked if we could help in any way in removing silt from the delta. We then removed as much as we could by hand. When the new line was constructed, catch basins were added to help any silt or debris that might be carried into the line. These catch basins are cleaned on a regular basis. Also the ditch along 8th Avenue South was tiled and catch basins were installed to prevent erosion from that area. There is now only about 15' or 20' of open ditch along this system on 8th Avenue South.

The delta at the pipe outlet does not seem to have changed a great deal since before the new storm drain was installed. Also no silt or debris is created by the storm drain as it eliminates erosion, kepping debris out of the system and providing catch basins to trap any silt that may be carried down from further upstream. Because of this, and the fact that we have never assumed maintenance of other lakes in the County, we do not feel we can provide assistance in the cleaning of Lora Lake.

JLD/JHM:cs



For your information

December 22, 1975

Mr. Paul Barden
King County Court House
Room 402
Seattle, Washington 98104

Dear Mr. Barden:

I received the report from Mr. Jean DeSpain's office regarding the County's dumping of run off water on a private lake called Lora Lake.

It indicated that the County does not acknowledge the build up of silt being dumped into the Lake from the County's drainage pipes as being the responsibility of the County. My question is, whose responsibility is it to assure private property owners that the property is not trespassed, polluted and filled with silt without their agreement.

Federal statute, developed three or four years ago, prohibits counties, state, and cities drainage run off, whether into streams, or rivers that flow to the Sound because of the environment impact on coast lines. The redirection of run off along Eighth Avenue South and Des Moines Way during the past three years by the County into Lora Lake, which in turn runs into Millers Creek, circumvents the intent of Federal regulations.

I would appreciate the opportunity to personally show County engineers and yourself the impact of the silt and debris which is being dumped into Lora Lake.

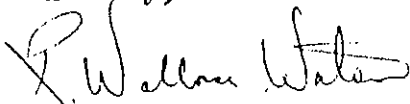
Incidentally, I find no where in County records where easements by the owners of Lora Lake have been granted to the County to dump water into the Lake.

We do not wish to seek court action on this, we would simply appreciate having the County rectify the silt condition, which amounts to ten to twelve yards of soil at this time, or, one truck load.

It is also the County's responsibility to maintain a dike on the east side of Lora Lake, parallel to Millers Creek. During the recent flooding, this dike washed out and needs to be repaired. There are water reservoirs in that area and there is a potential health hazard unless the dike is repaired.

We appreciate your efforts as our Councilman and hope that through your efforts we can receive attention in these matters.

Sincerely,



R. Wallace Watson, President
Lora Lake Shore Club

RWW
CC: Shore Club Members
Warren Magnason

*Please
set up
a tour w/ RWWKS*

RECEIVED

JAN 11 1976

JOINT SEATTLE - KING COUNTY
OFFICE OF THE OMBUDSMAN
AND CITIZEN COMPLAINTS

KING COUNTY
DIVISION OF HYDRAULICS

ROOM 213 KING COUNTY COURT HOUSE - SEATTLE, WASHINGTON 98104 TELEPHONE: 344-3452 OR 583-4430

January 13, 1976

KING COUNTY
DEPARTMENT OF PUBLIC WORKS

Mr. Jean L. DeSpain
Director, King County Department
of Public Works
900 Administration Building
Seattle, Washington 98104

**INFORMATIONAL
COPY**

Dear Mr. *Jean* DeSpain:

Mr. Wally Watson, 15040 DesMoines Way South, lives on property fronting on Lora Lake. He has concerns about the rising level of the lake during periods of high precipitation and high runoff.

According to Mr. Watson, approximately three years ago Southwest Suburban Sewer District installed a sanitary sewer line along 12th Avenue South. 12th Avenue South forms the east border of the lake. As a result of the backfilling of the ditch dug for the sewer line the earth which forms the dike between Lora Lake and Salmon Creek has lowered. As a result, during periods of high surface water runoff, Salmon Creek has overflowed its bed and filled Lora Lake. It has also eroded the dike. Enclosed is a picture taken of the area in question.

Would you review this to ascertain if the County has a responsibility for it? Could you propose a solution for building up the dike?

Yours very truly, *Jim McAuliff has photo*

Bob
Bob Wells
Deputy Ombudsman

BW:lcw
Enclosure: Photograph

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: Larry Gibbons
From: Bob Schroeder *[Signature]*
Subject: Lora Lake Complaint

Date: 14 Jan, 19 76

Attached is all of the recent correspondence generated after Bud Erickson and I looked at the area back in August 1975 and discussed it. At this point I see two separate complaints.

1. Silts entering Lora Lake from the Des Moines Way cross culvert
2. Miller Creek eroding dike or berm on the East side of Lake.

Neither problem related to each other, except for how the lake is affected. I attended a 3 P.M. meeting at the lake with Mike Matero, Ledo ^{GIRD POTTER} Almassari, John Maddock and The complainant, Mr. Watson. I will check some maps out and put together some kind of a report for you, soon.

Yours very truly,

[Signature: Bob]
Bob Wells
Deputy Ombudsman

BW:lcw
Enclosure: Photograph

[Handwritten note: Jim McAuliffe has photo]

INSPECTOR'S DAILY REPORT

For Larry Gibbons

KCDPW - Div of Hydraulics

Date 19 Jan 76

C.R.P.No. _____ Contract No. _____ Project LORA LAKE COMPLAINT - Mr. Watson

Inspector(s) G. Robert Schroeder Contractor _____

Weather _____ Hours: Workable _____ Nonworkable _____ Temp: High _____ Low _____

Work Done: (1) A meeting was held at Lora Lake at 3 PM on Thursday 14 Jan 76. Those in attendance were: Mr. R. Wallace Watson, "Pres. Lora Lake Shore Club;" County personnel Mike Matero; Ledo Malmassari; Irv Potter; John Maddock and myself. The problems discussed were two separate issues, unrelated, except for their effect upon the lake water.

- a. Silts entering Lora Lake from the Des Moines Way South cross culvert & upstream drainage areas.
- b. Miller Creek (Maps say "Salmon Creek) eroding dike which separates creek flow from the lake. The dike is on the East side of lake approximately along the west margin of unopened right-of-way for 12th Ave So.

Contractor Equipment on Project: _____

(2) Discussion: Mike Matero led on the discussion with Mr. Watson on this siltation problem. Our Division has never performed any work here.

Any past silt removal work may have been done as a favor.

Personnel On Project: I could not make any conclusions of this siltation problem, from the conversation heard.

The creek dike: It is an unopened County right-of-way. Maintenance ends 350 to 400 feet to the North. The local sewer district has a line through here, which does not need to show as an easement on any mapping. The dike was not constructed by King County Public Works. It is not maintained by County DPW.

Material Used and Location: _____

What could be done: Siltation - DPW could perform extraordinary maintenance of their drainage system by cleaning out CB & MH sumps more often, & rock line the areas open ditches. Ordinarily a large area does not drain into a small lake, without some trace of transported soils.

Remarks: Dike: A right-of-way permit could be issued to the Lora Lake Shore Club to repair the dike at their own cost, with their own contractor. In the interim, the low spot could be beefed up with sand bags. The Lake Youngs office can provide the sand and sacks for the club's use.

Also, recommend that the local sewer district be contacted about repairing dike problem. Lora Lake Shore Club can get a permit themselves.

CC: *Jim McCluff*

Inspector(s) Time _____

Inspector's Signature *G. Robert Schroeder*

- 1 - Contract File
- 2 - Project Engineer
- 3 - Inspector's Diary

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

Lona Lake

Date: January 22, 1976

Bob Wells, Deputy Ombudsman
JEAN L. DeSPAIN, Director, Public Works
DRAINAGE, 15040 Des Moines Way South

Representatives from the Operations and Hydraulics Divisions met with Mr. Wally Watson to go over this problem.

The dike was built by the local sewer district during recent sewer line construction. It is on a portion of unopened county right of way and is not maintained by either the Operations or Hydraulics Divisions. It appears the Lake Shore Club has two options open to them; request that the sewer district make repairs or obtain a right of way permit and make repairs themselves. As an interim solution Hydraulics has indicated that they would provide the sand and sacks for sandbags to fill the low area in the dike if the club would provide the labor.

Attached is a memo from Jean DeSpain to Paul Barden on the silting.

JHM/hrb
Attachment

RECEIVED
KING COUNTY OFFICE OF
CITIZEN COMPLAINTS

JAN 20 1976
A.M. 7 8 9 10 11 12 1 2 3 4 5 6 P.M.

OC
F

INSPECTOR'S DAILY REPORT

For Larry Gibbons

KCDPW - Div of Hydraulics

Date 3 March 1976

C.R.P.No. _____ Contract No. _____ Project Lora Lake and Storm Line Thru

"Burien Auto Wreckers"

Inspector(s) G. Robert Schroeder Contractor _____

Weather _____ Hours: Workable _____ Nonworkable _____ Temp: High _____ Low _____

Work Done: During the last week in February, I walked through most of the Burien Auto Wreckers yard addition containing our storm line.

I found no oil, silts or water in the yard able to get into the line. Our tight line can not contribute to sedimentation, as a source. It may conduct off-site flows, containing pollutants from non-point sources.

Contractor Equipment on Project: _____

Personnel On Project: _____

Material Used and Location: _____

Remarks: _____

- 1 - Contract File
- 2 - Project Engineer
- 3 - Inspector's Diary

Inspector(s) Time _____

Inspector's Signature G. Robert Schroeder

*Operations Lora
File*

Lora Lake

March 26, 1976

Mr. R. Wallace Watson
15040 Des Moines Way South
Seattle, WA 98148

Dear Mr. Watson:

Confirming our telephone conversation this date regarding the siltation at the culvert outlet on the northwesterly corner of Lora Lake, the following is our agreed approach.

King County will perform extraordinary maintenance of the catch basins connected to this drain and will observe the small delta formation for any added siltation until late next fall. If the silt problem gets more severe than at this time, we will examine the pipe for leaks and repair as necessary.

We will, at that time, meet and agree on an appropriate solution to the removal of the delta and make a determination of responsibility of sharing for same.

It is my understanding that the "dike" problem you have alluded to in the past has been corrected as a result of your contact with the local sewer district.

Sincerely,

J. L. DeSpain, P.E.
Director

JLD:am
cc: Paul Barden
✓ Ben Horey

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: Jean DeSpain

Date: December 7, 19 76

From: Jim McAuliff *JM*

Subject: Lora Lake

The silt delta at the outlet of the storm drain was cleaned and removed by our crews October 27th. Material removed was deposited at the other end of the lake along the dike, near the outlet at the direction of the lakefront property owners.

JM:cc

December 8, 1976

Mr. R. Wallace Watson
15040 Des Moines Way South
Seattle, WA 98148

Dear Mr. Watson:

In response to your September 16, 1976, letter, I'm sure you are already aware that our maintenance crews were in Lora Lake on October 27 and removed the small delta near the outlet. Further, and at the direction of lakefront property owners, the removed material was deposited at the southerly end of the lake along the existing dike.

We will continue the extraordinary maintenance on the catch basin inlets connected to the drain and therefore do not anticipate a recurrence of the silting problem.

Thank you for your patience on this matter. At this time, I see no reason to hold a meeting as suggested in your September 16 letter.

Very truly yours,

J. L. DeSpain, P.E.
Director

JLD:ms

cc: John Spellman
Paul Earden
James McAuliff

KING COUNTY
DEPARTMENT OF PUBLIC WORKS

DIVISION OF HYDRAULICS

MEMORANDUM

| | NAME | INITIAL |
|---|------------|---------|
| | Gillespie | |
| 2 | Wannamaker | 5/19 |
| | Gibbons | 5/19/78 |
| | Andrusky | |
| | Hamilton | |
| | | |
| | | |

To: File

From: Larry Gibbons

Subject: Lora Lake - Sedimentation Problem

Date: May 15, 1978

John Grover and myself made a field investigation of the Lora Lake Sedimentation problem on Wednesday, May 10, at 10:00 A.M. We met, while we were looking at the problem, Mr. DeLong, a resident around Lora Lake. He stated at that time that the homeowners around the lake were very concerned with the sedimentation problem and were not particularly concerned with the oil and cigarette problem which had been mentioned earlier.

In reviewing the problem, I came up with the following conclusions:

1. Silt, etc., does enter Lora Lake from the existing storm drainage line.
2. Many of the roads within the drainage basin for Lora Lake have gravel and dirt shoulders which are adding silt to Lora Lake. However this appears to have been going on for some time and is not a unique problem.
3. Some of the problem (silt buildup in Lora Lake) has been corrected due to the revisions to the storm lines across the adjacent wrecking yard and replacing some open ditches with tight lines.
4. There is no room within road right-of-way for constructing a settling basin adequate to reduce the siltation problem to Lora Lake.
5. We cleaned the outlet to the existing storm line in Lora Lake approximately two years ago, stated John Grover.
6. It's possible that the storm drainage line could be diverted around Lora Lake and into Miller Creek. However, this would consider the construction of a new storm line the entire distance from the auto wrecking yard to Miller Creek. Also, there is a Court Injunction out for King County to take all steps to not increase the peak rate of runoff downstream in the Miller Creek or adversely affect the flow characteristics in Miller Creek which may be a legal problem to divert this water out of Lora Lake.
7. Therefore, the first decision that must be made is whether King County is responsible to do anything to resolve the ongoing Lora Lake Sedimentation Problem.

The following recommendations to reduce the sedimentation problem to Lora Lake are based on the fact that we do have an obligation to do some work to clean up this problem.

1. A settling basin could be constructed in Lora Lake at the outlet from the existing 18 inch pipe.
2. A settling basin could be delineated by the placement of some rock riprap at a distance of approximately 25 feet from the outlet to the existing storm line. See the plan in cross section shown below.
3. King County would remove the sand and silt buildup within this area initially.
4. Before any work could be done in this area the landowners would have to be willing to convey the necessary drain easements to King County to perform this work.
5. King County Operations Division would be responsible for constructing these improvements.

ROBERT L. ERICKSON
ATTORNEY AT LAW

3822 5EA FIRST BLDG
SEATTLE, WASHINGTON 98154

TELEPHONE
AREA CODE (206) 682 8850

August 22, 1978

RECEIVED
AUG 24 1978

CHRISTOPHER T. BAYLEY
PROSECUTING ATTORNEY

Daryl Syferd, Esq.
Deputy Prosecutor
King County Prosecutor's Office
King County Courthouse
3rd & James Street
Seattle, Washington 98104

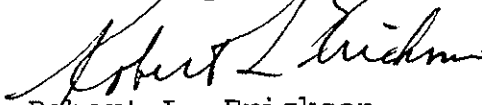
Re: Lora Lake

Dear Daryl:

I have enclosed for your review a draft of the easement grant of right-of-way that I suggest for the Department of Public Works to do the sedimentation work at Lora Lake which was noted in the inspection report from Larry Gibbons dated May 15, 1978.

Please let me have your opinion of this draft early, because the County is getting anxious to do the work, and my clients at Lora Lake are likewise anxious to have the work done.

Yours very truly,


Robert L. Erickson

RLE:ms
Enclosure

GRANT OF RIGHT-OF-WAY TO COUNTY TO
CONSTRUCT AND MAINTAIN CATCH BASIN

We, _____ owners in fee
simple of Lora Lake, King County, State of Washington, described as
follows:

in consideration of the prospective benefits to be derived by reason
of the locating, establishing, constructing, and maintaining a certain
rock wall catch basin under the supervision of the Department of
Public Works, County of King, State of Washington, hereinafter des-
cribed, do hereby convey and release to the County of King, State of
Washington, an easement right-of-way for a certain rock wall catch
basin, hereinafter more particularly designated and described, over
and across lands owned by us and situated in the County of King,
State of Washington, more particularly described as follows:

The right-of-way hereby conveyed and released is for the
sole purpose of locating, establishing, constructing, and maintaining
over and across the above described land a certain catch basin, the
need for such drain having been determined by the Department of
Public Works by Order No. _____ dated _____,
such drain being described as follows.

The route and course of the drain is described as follows:

This conveyance is based upon the above described line of route and shall be deemed to include the extreme width of the catch basin as shown on the survey thereof, a true and correct copy which is attached hereto marked as Exhibit A and incorporated herein.

We also grant and convey to the County of King _____ feet on the east side of the center line of such drain for the construction and maintenance thereof; and shall be deemed as sufficient conveyance to vest in the County of King an easement in such lands for uses and purposes of the catch basin, together with such rights of entry upon, passage over, deposit of excavated earth, and storage of material and equipment in such areas as may be necessary useful for the construction, maintenance, cleaning out, and repair of such drain.

This easement grant of right-of-way expressly conditioned upon the agreement of King County that it will perform all work as needed, substantial and workmanlike manner and will replace any damage caused by equipment or workmen in the process of either construction or maintenance of the catch basin.

IN WITNESS WHEREUNTO, we have set our hands this _____ day of _____.

(Five signature lines)

(Acknowledgement)

OFFICE OF THE PROSECUTING ATTORNEY
KING COUNTY COURTHOUSE
516 Third Avenue
SEATTLE, WASHINGTON 98104


CHRISTOPHER T. BAYLEY
PROSECUTING ATTORNEY

583-2200
(206) [REDACTED]

29 August 1978

MEMORANDUM

TO: Larry Gibbons, Hydraulics Division,
John Grover Department of Public Works

FR: Darrell L. Syferd, Deputy Prosecuting Attorney 

RE: Lora Lake

Attached is a letter, a draft of an easement and my response in the above-captioned matter. Please contact me if you have any questions.

kgn

OFFICE OF THE PROSECUTING ATTORNEY
KING COUNTY COURTHOUSE
516 Third Avenue
SEATTLE, WASHINGTON 98104

CHRISTOPHER T. BAYLEY
PROSECUTING ATTORNEY

583-2200
(206) [REDACTED]

29 August 1978


Robert L. Erickson
Attorney at Law
3822 SeaFirst Building
Seattle, Wa 98154

RE: Lora Lake

Dear Mr. Erickson:

I have reviewed and approved your grant of right-of-way to King County. This approval is subject to agreement on the various dimensions which were left blank in the draft.

For CHRISTOPHER T. BAYLEY, King County Prosecuting Attorney


DARRELL L. SYFERD
Deputy, Civil Division

kgn

cc: Larry Gibbons
Hydraulics Division
Department of Public Works

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: Paul Hooper/Jim Guenther
From: Jim McAuliff ^{JGM}
Subject: Lora Lake Drainage

Date: February 7 1979

At the meeting John Grover and I attended with Mr. Watson, spokesman for the residents on the lake, it was suggested that we look at the possibility of re-routing the drainage around the north end of the lake either directly to Miller Creek or to the east side of the lake. I have discussed routing the drainage directly to Miller Creek with both Larry Gibbons of Hydraulics and Darrell Syferd of the Prosecutor's Office. They are both of the opinion that this could be in conflict with the court order regarding drainage increases in this basin. With a direct bypass, the flood storage and retention the lake now provides would be lost.

The drainage could, however, be directed to the easterly side of the lake by going around either the north or south end. Both routes are feasible providing approximately a 1% grade. The northern route while longer, 1061', is entirely on county right of way and does not require the deep cuts the southern location would. Also, the outlet for the storm drain could be located near the overflow for the lake. The estimate for the cost of this line is \$34,340. The southern route is 809' in length, but would require fairly deep cuts over most of its length that run from 12' to over 15'. Also, an easement would be required from Des Moines Way to the lake; the cost for it is unknown. The storm drain outlet would be closer to the existing homes and farther from the overflow for the lake. The estimated cost of this line is \$37,578.

Both lines are above the day labor limit for county force construction and would have to be contracted. However, this would finally solve this problem and I recommend we consider contracting a storm drain for the northern route around the lake.

JHM:d1
Attachment

*Assessment is settlement
violation of settlement agreement
of lawsuit on Miller Creek*

LORA LAKE DRAINAGE

North end of Lake


| | | | | |
|-----------|---|-------------------------------|---|--------------|
| 1061' | - | 24" Pipe @ \$20.00/Ft. | = | \$21,220 |
| 6 | - | Type II CB's @ \$1,000.00 ea. | = | 6,000 |
| LS | - | Restoration \$3,000.00 | = | 3,000 |
| LS | - | Pipe Bedding \$1,000.00 | = | <u>1,000</u> |
| Sub-total | | | | 31,220 |
| Engr. 10% | | | | <u>3,120</u> |
| Total | | | | \$34,340 |

South end of Lake

| | | | | |
|-----------|---|--------------------------------------|---|-----------------|
| 809' | - | 24" Pipe @ \$20.00/Ft. | = | \$16,180 |
| 3 | - | Type II CB's @ \$1,000.00 ea. | = | 3,000 |
| 1375 CY | - | Str Exc A \$6.00/CY | = | 8,250 |
| 700 SF | - | Shoring & Cribbing 4'-10'@\$0.35/SF | = | 245 |
| 8375 SF | - | Shoring & Cribbing 10'-15'@\$0.50/SF | = | 4,187.50 |
| LS | - | Restoration \$1,500.00 | = | 1,500 |
| LS | - | Pipe Bedding \$800.00 | = | <u>800</u> |
| Sub-total | | | | 34,162.50 |
| Engr. 10% | | | | <u>3,416.25</u> |
| Total | | | | \$37,578.75 |

MEMORANDUM

Date May 16, 1979

To Councilman R. R. "Bob" Grieve
From James W. Guenther, Director 
Subject Lora Lake Drainage

Public Works has looked at various alternatives to reduce the influx of silt to Lora Lake from an existing drain line that serves an area west of Des Moines Way South.

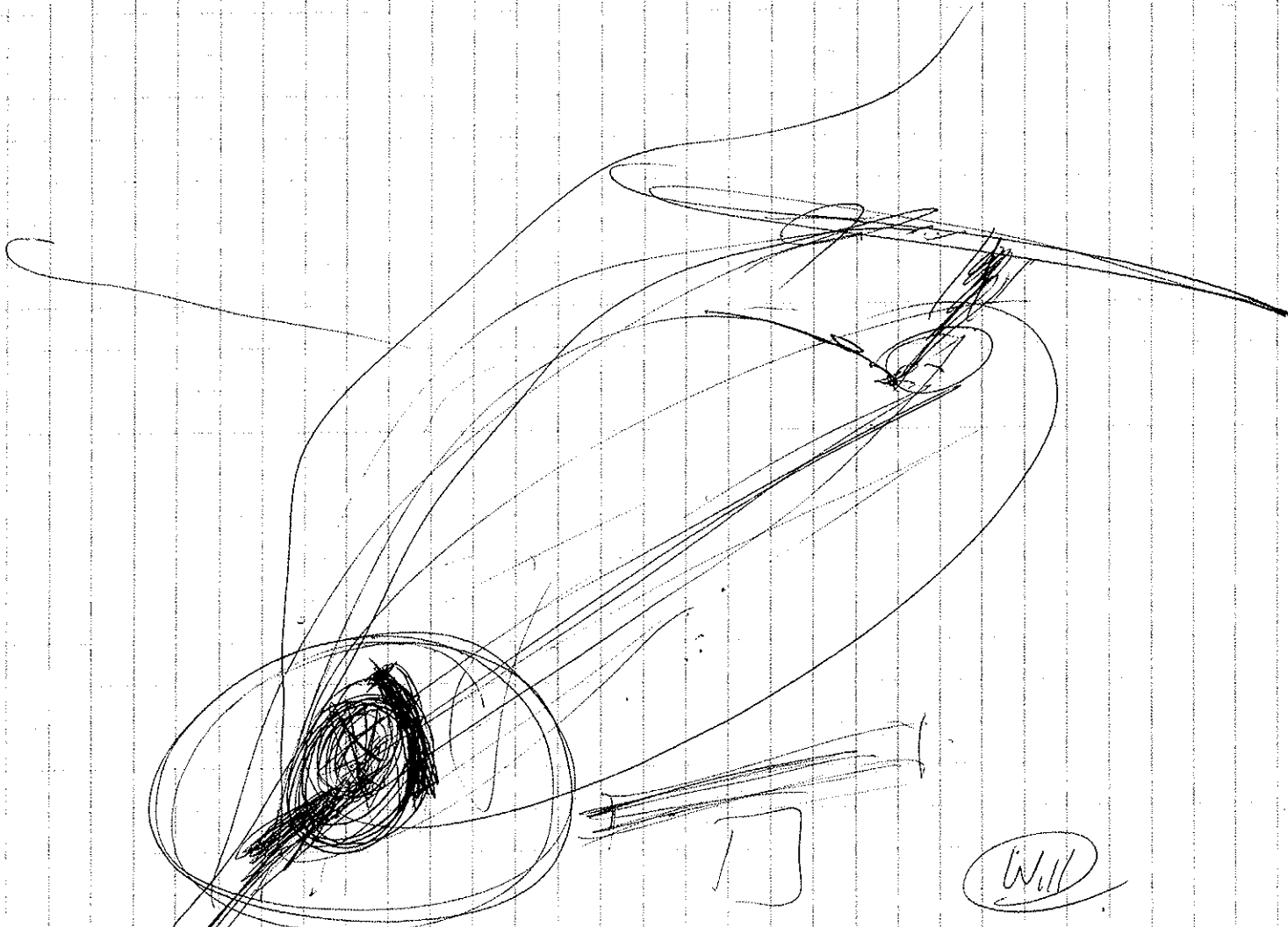
We will proceed to secure an easement from the property-owner on the west side of Des Moines Way South on which to construct a sand trap in the drain line that will collect the solid material from the runoff waters before it flows into the lake. If this action can proceed without undue delay, the sand trap will be in place before the end of this year.

If additional information is required, please contact Paul Hooper of my staff at 7490.

JWG/PCH:mym

cc: John D. Spellman

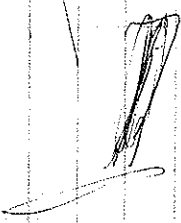
bcc: Hydraulics
Operations



1974

Can't Order - Have to follow
Methu Creek / Priority
Plan

Same trap on E side
of Des Moines Way.



To Pc H
 Date 5/16 Time 2
WHILE YOU WERE OUT
 M Wally Watson
 of _____
 Phone 3447
 Area Code _____ Number _____ Extension _____

| | | | |
|-------------------|-------------------------------------|-----------------|-------------------------------------|
| TELEPHONED | <input checked="" type="checkbox"/> | PLEASE CALL | <input checked="" type="checkbox"/> |
| CALLED TO SEE YOU | | WILL CALL AGAIN | |
| WANTS TO SEE YOU | | URGENT | |

RETURNED YOUR CALL

Message Re. Kora Lake
Comm. Club drainage
problem. He is waiting
for your call in
Connelman Greive's office

Operator _____

EFFICIENCY® LINE NO. 2725 AN AMPAD PRODUCT 60 SHEETS

IMPORTANT MESSAGE
 FOR Jim
 DATE 5/14 TIME _____ A.M.
 P.M.
WHILE YOU WERE OUT
 M George Mantene
 OF _____
 PHONE NO. 3447

| | | | |
|-------------------|--|-----------------|--|
| TELEPHONED | | PLEASE CALL | |
| CALLED TO SEE YOU | | WILL CALL AGAIN | |
| WANTS TO SEE YOU | | RUSH | |

RETURNED YOUR CALL *Handwritten*

MESSAGE Needs a letter he
can take to a meeting
with the Community Center
stating that the County will
SIGNED handle drainage matter
or whatever - All they know
the Co. will be doing this.

CASCADE® L1-C2334 PRINTED IN U.S.A.

To Jim
 Date 5-16 Time 2-
WHILE YOU WERE OUT
 M Wally Watson
 of _____
 Phone 447-3890
 Area Code _____ Number _____ Extension _____


| | | | |
|-------------------|-------------------------------------|-----------------|-------------------------------------|
| TELEPHONED | <input checked="" type="checkbox"/> | PLEASE CALL | <input checked="" type="checkbox"/> |
| CALLED TO SEE YOU | | WILL CALL AGAIN | |
| WANTS TO SEE YOU | | URGENT | |

RETURNED YOUR CALL

Message Re: Laura Lake
Drainage.

Received correspondence from
J. McAuliff + from JW G. - which
he feels are different in
 Operator recommendation

EFFICIENCY® LINE NO. 2725 AN AMPAD PRODUCT 60 SHEETS

Attorney 
5/30/79

Mrs. Minnis George Martinick
Wally Wathen

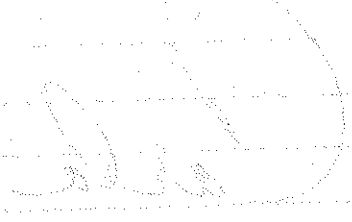
Hooper Smith
Wanamaker
McAnally

Alt 1 - Construct a new
holding pond on Port Property

Alt 2 - run pipe on W side

* Alt 3 - Construct skimmer
box - Solids separator
Muckout lot

Will move on alt 3 - McAnally
will look at sand in lake



MEMORANDUM

Date June 14, 1979

To Paul Hooper
From Jim McAuliff *JM*
Subject Lora Lake Drainage

On June 4th I again met with Wally Watson and George Martonik to look at the buildup at the pipe outlet. The lake was clear that day and the amount and type of material could be seen fairly well. The buildup consisted of a horseshoe shaped delta about 30 feet across. The material was made up of silt and fine sand. Silts and sands of this type are very hard to filter out, even a current with low velocity will carry them. To add to the problem, the pipe empties into a small bay with no circulation so that anything that settles there tends to stay. The bay is on the most populated part of the lake and can be seen from several houses so that any kind of a buildup is easily observed.

I feel it will be very difficult to eliminate all of the material going into the lake without constructing a very large pond type settling basin.

I recommend that the storm drain around the north end of the lake be constructed with a standard manhole type oil separator, and a rock weir at the outlet to control silt and sand, as suggested by Hydraulics. With this type of installation, I believe the residents would take care of the present material at the pipe outlet.

The estimated cost is as follows:

| | |
|--|-----------------|
| 1,061 feet 24 inch pipe @\$20.00/ft. | \$21,220.00 |
| 5 Type II Catch Basins @\$1,000.00 ea. | 6,000.00 |
| 1 Manhole with Oil Separator @\$4,000.00 ea. | 4,000.00 |
| LS Restoration \$3,000.00 | 3,000.00 |
| LS Pipe Bedding \$1,000.00 | <u>1,000.00</u> |
| <u>Sub Total</u> | \$35,220.00 |
| Engineering and Inspection @2% | 7,750.00 |
| <u>Total</u> | \$42,970.00 |

JM:cc

GRIEVE
LAKE

SUNNY DACE
Construction

--- ALT. #1 - Down 150th EAST
Dig small holding pond
with Drainage into
Miller CREEK.

***** ALT #2 - Down 150th to N.E.
CORNER of LAKE. Construct
Rock filter retention
system.

MILLERS CREEK

12th AV. S. DEAD
END

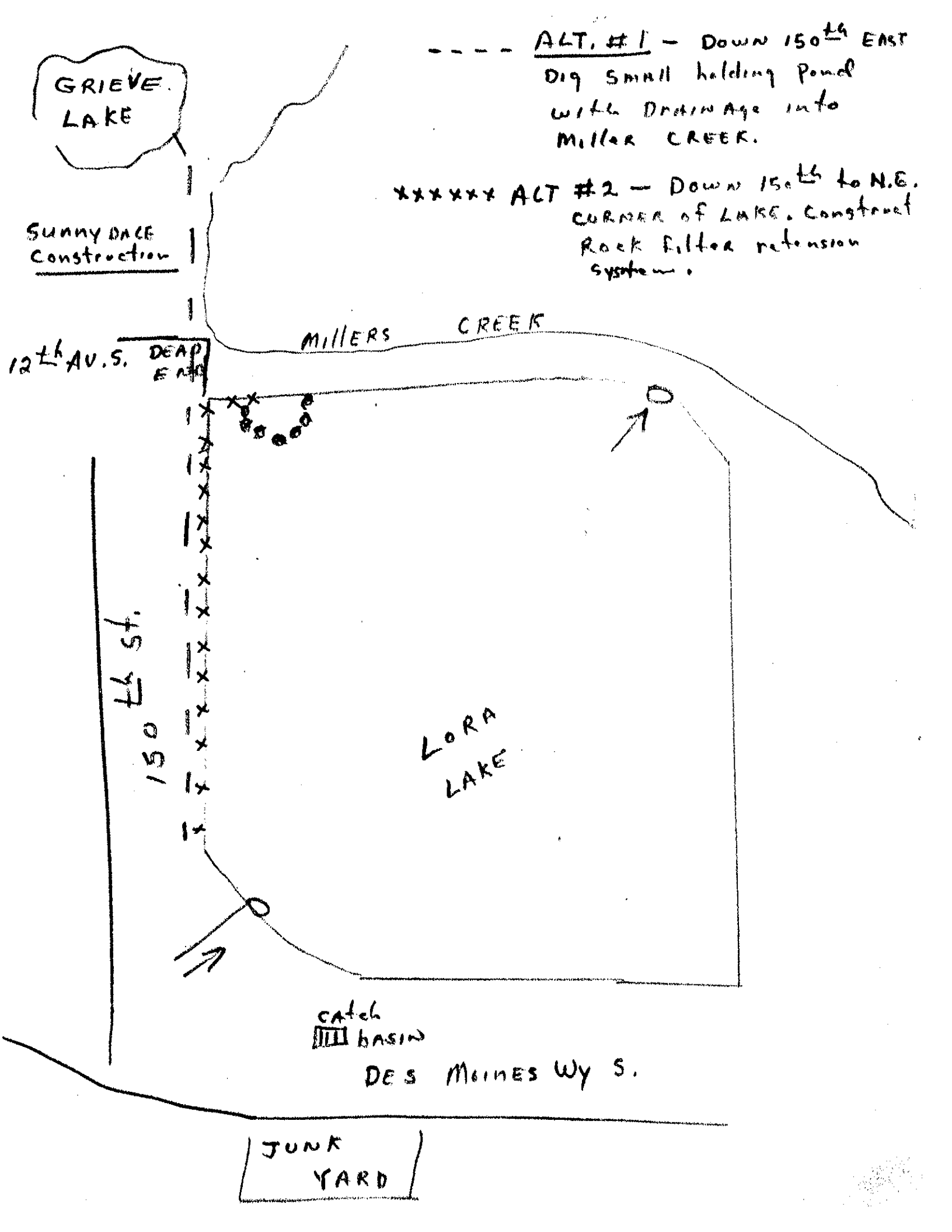
150th St.

LORA
LAKE

catch
basin

DES MOINES Wy S.

JUNK
YARD



*Hooper -
Hooper F.U.*

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: Brad Gillespie, Manager, Hydraulics Div. Date: June 19, 19 79
From: Paul Hooper, Acting County Road Engineer
Subject: Lora Lake Drainage

Attached for your review and comment is a copy of a recommended course of action for the Lora Lake drainage problem.

Please send me your comments by Friday, June 22, 1979.

PCH:mym
Attachment:
Memo dtd 6/14/79
fr McAuliff to Hooper

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: Paul Hooper, County Engineer

Date: June 20, 1979

From: Brad Gillespie *WBG*

Subject: Lora Lake Drainage

Reference is made to your memo to me dated June 19, 1979 concerning Lora Lake.

We believe Jim's proposal in his memo to you of June 14, is a reasonable solution for the siltation problem of Lora Lake.

WBG:LRG:bjs

7

| | |
|--------------------------|----------------------|
| <input type="checkbox"/> | COUNTY ROAD ENGINEER |
| <input type="checkbox"/> | ADMIN ASST |
| <input type="checkbox"/> | CONTRACTS & STDS |
| <input type="checkbox"/> | ENG SERVICES |
| <input type="checkbox"/> | FINANCE |
| <input type="checkbox"/> | FLEET ADMIN |
| <input type="checkbox"/> | OPERATIONS |
| <input type="checkbox"/> | TRAFFIC |
| <input type="checkbox"/> | OTHERS |
| <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | Approp Action |
| <input type="checkbox"/> | Information |
| <input type="checkbox"/> | Response for my |
| <input type="checkbox"/> | signature |

6/22

#492

MEMORANDUM

Date July 5, 1979

To Bob Grieve, Councilman

From Jim Guenther, Director *JG*

Subject Lora Lake Drainage

The above subject lake is a recipient of surface drainage that carries fine sand and silt. Because of the size and weight of these materials, they stay in suspension even in low velocities and are thus difficult to filter from the system.

The recommended construction, to improve the lake condition, would be to construct a new storm drainage system around the north end of the lake to include a standard manhole type oil separator and a rock weir at the outlet to control siltation. After this system has been completed, the residents will be able to remove those materials that have built up at the existing pipe inlet to the lake which will be eliminated.

Funds for this project are being scheduled in the 1980 Capital Improvement Program. The total estimated cost is \$45,000.00.

JG:JM:cc

7)

cc: John Spellman, Co. Executive

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: Paul Hooper

Date: August 7, 19 79
11:15 a.m.

From: Mary M

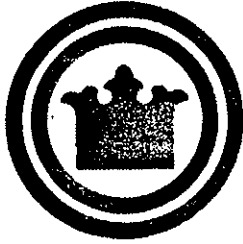
Subject: Robert L. Erickson, Attorney representing Lora Lake Propertyowners Ass
3822 Sea-First National Bank Building
Seattle, 98154
Phone: 623-8388

He called for Guenther today, but Stoa thought Jim would ask you to handle this so she relayed the information to me.

Mr. Erickson would like a letter from the county, signed by Guenther, confirming the information that was given to Wally Watson during discussion and meetings you and Jim McAuliff had with him, i.e., county agreeing to divert the drainage away from the lake and that this project is being put into our 1980 budget.

Shall I have Jim MCAuliff prepare the letter?

yes please 4J
By 8/10/79



King County State of Washington
John D. Spellman, County Executive

Department of Public Works
James W. Guenther, Director
900 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104

Telephone: (206) 344-2517

RECEIVED

AUG 71 1979

Robert L. Erickson

August 13, 1979

Mr. Robert L. Erickson, Attorney
3822 Sea-First National Bank Building
Seattle, Washington 98154

Re: Lora Lake Drainage

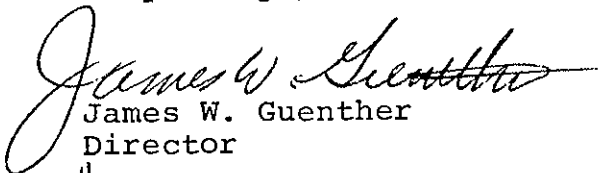
Dear Mr. Erickson:

The County has agreed to the following improvements to the storm drainage system entering Lora Lake.

The new system will consist of a storm drain around the north end of the lake and will include a standard manhole type oil separator and a rock weir at the outlet to control siltation. After the storm drain has been installed, the property owners will be able to remove the material that has built up at the mouth of the existing pipe into the lake. This pipe will be blocked so that no street drainage enters the system, however, it will continue to act as a footing drain for some of the existing residences.

Funds for this project are being scheduled in the 1980 Capital Improvement Program. The estimated cost is \$45,000.

Very truly yours,


James W. Guenther
Director

JWG:JHM:cc

Copy to Watson 8/17/79

ROBERT L. ERICKSON
ATTORNEY AT LAW

3822 SEA FIRST BLDG
SEATTLE, WASHINGTON 98154

November 13, 1979

TELEPHONE
AREA CODE (206) 682 8850

Mr. James W. Guenther, Director
Department of Public Works
900 King County Administration Bldg.
500 Fourth Avenue
Seattle, Washington 98104

Our File: 34-369

Re: Lora Lake Drainage

Dear Mr. Guenther:

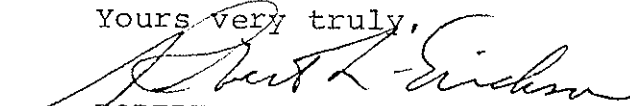
By way of further communication in Lora Lake Drainage Matter, I have two thoughts in response to your letter of August 13, 1979.

First, since 1980 is fast approaching, my clients are quite interested, and rightly so, in an idea of an approximate date when work will start on improvements to the storm drainage systems.

Second, concern is that the property owners of Lora Lake are quite agreeable to the improvement work as you have outlined in your letter of August 13, 1979, with the proviso that all work will be done so that no further damage or problem will be caused at the lake. I am sure that this is the understanding in your office as well as mine, but I thought I should express in writing that we expect the work to be done in a neat, workmanlike manner.

Please respond at your earliest convenience letting me know of the date, or approximate date, when work will commence on this project.

Yours very truly,



ROBERT L. ERICKSON

cc: Mr. R. Wallace Watson

RLE:dm

King County State of Washington
John D. Spellman, County Executive

Department of Public Works

James W. Guenther, Director
900 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104

Telephone: (206) 344-2517

November 15, 1979

Mr. Robert L. Erickson
Attorney at Law
3822 Sea First Building
Seattle, Washington 98154

Dear Mr. Erickson:

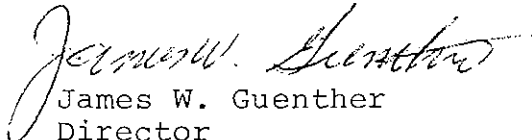
This is in reply to your letter regarding the proposed drainage project for Lora Lake.

The project has been submitted as part of our 1980 Capital Improvement Program. Funds will be available upon passage of the program by the County Council. We expect to begin design in January and advertise for contract during March or April.

The storm drainage system will be installed by a qualified contractor, with inspection provided by the Contracts and Standards section of this department. We also expect the work to be accomplished in a workmanlike manner with the minimum amount of disturbance as possible.

I hope this has answered your questions on the project.

Very truly yours,


James W. Guenther
Director

JWG:JHM:cc

^A
cc: Rex Knight, Engineering Services

MEMORANDUM

Date January 29, 1980

To Paul Hooper, County Road Engineer
From Jim McAuliff, ^{JM} Operations Engineer
Subject LORA LAKE DRAINAGE

I contacted Larry Gibbons on this, he says he has it on his schedule and will be starting in about two weeks if agreeable with Rex Knight. They evidently are going to set priorities on several projects Larry is working on for Rex.

JM:cc

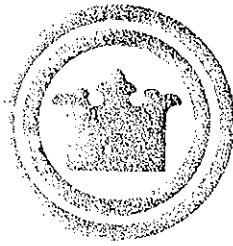
Wally Watson

6/10/80

Wally Watson
Jim McCallig
Hooper

Run water to Port property
establish new building fund
For the Residents had conversation
w/ Parks w/ Port - Letter from
Mr ^{Boe} Erickson concerning conversation
(Korman has copy)

~~Letter~~ Review letter - arrange meeting
w/ Parks & Residents to discuss.



King County State of Washington
John D. Spellman, County Executive

Department of Public Works

James W. Guenther, Director
900 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104

Telephone: (206) 344-2517

June 26, 1980

Mr. Donald G. Shay
Director of Aviation
Port of Seattle
P.O. Box 1209
Seattle, WA 98111

Re: Drainage Problem - Lora Lake Area

Dear Mr. Shay:

We have been working with a group of residents who live adjacent to Lora Lake, which is located along the northwest edge of the Airport.

The County has an existing storm drain that crosses Des Moines Way and enters at the northwest corner of the lake. The storm drain carries a fine silt into the lake at a location where we are not able to bring in any equipment. All work has to be done by hand. The residents have asked us to move the drain to eliminate the silt. The line can be rerouted along Des Moines Way then easterly along South 150th Street. From this point it could be directed either to the east side of the lake near the outlet or onto Port of Seattle property. The residents would prefer that it be directed onto the Port property and kept out of the lake.


Members of my staff have met with Lawrence Parks of your Planning Section and representatives of your Engineering Department and discussed this. We are asking to bring the drainage onto your property and for an area to construct a retention pond. We estimate that the pond would have to be approximately 200 X 200 feet, although this would have to be determined by our Hydraulics Division so that all regulations regarding Miller Creek were met. Sketches of the approximate locations are attached for your information.

Mr. Donald G. Shay
Page 2
June 26, 1980

We would appreciate your views on this proposal. If it is agreeable we will proceed with further survey and engineering.

Thank you for your consideration of the matter.

Very truly yours,


for James W. Guenther
Director

JWG:JHM:cc

↑
Attachments

cc: Wally Watson

King County State of Washington
John D. Spellman, County Executive

Department of Public Works

James W. Guenther, Director
900 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104

Telephone: (206) 344-2517

November 4, 1980

Mr. Wally Watson
15040 Des Moines Way South
Seattle, WA 98148

Re: Storm Drainage from Lora Lake

Dear Mr. Watson:

As you requested at our meeting on June 10 we are now reviewing the possibility of routing the storm drainage from Lora Lake onto Port of Seattle property.

We have had preliminary meetings with the Port regarding use of their land for a storm drain and retention pond. The Surface Water Management Division will be doing a hydraulic study to size the retention pond and outlet controls needed on this property. Also, additional funds over and above what is now budgeted are being requested for this project in 1981.

This new route will delay actual construction approximately one year as was explained to you. At this time, we do not feel that construction will start until early summer of 1981. I hope this will help bring you up to date on this situation.

Very truly yours,



Paul C. Hooper, P.E.
County Road Engineer

PCH:JHM:cc

King County
Dept. of Public Works

MEMORANDUM

~~Copy~~
@ pins for file

RECEIVED
Date December 11, 1980
12 PM 2:02

To George Martonik
From Jim Guenther *JW*
Subject STORM DRAINAGE FROM LORA LAKE

REC'D CIVIL
DEPARTMENT OF PUBLIC WORKS

Here's a copy of Paul Hooper's latest letter to Wally Watson. As you can see, we have been in recent contact with Mr. Watson, who is the spokesman for the Lora Lake community.

JWG:cp
cc: *JW* Hooper

King County
Dept. of Public Works

MEMORANDUM

Date June 2, 1981

To RECORD

From PAUL C. HOOPER *PCH*

Subject LORA LAKE - CITIZENS MEETING MAY 28, 1981

B. J. / file

A meeting was held on the subject of Lora Lake at the home of Frank Yellum, 15052 Des Moines Way South at 7:30 PM on Thursday May 28, 1981.

County staff attending were the following:

Paul Hooper, County Road Engineer
Paul Taisey, Operations Engineer
Larry Gibbons, Project Engineer, Surface Water Management
Stuart MacVeigh, Assistant Design Engineer
Korman Olsen, Road Designer
George Martonik, Representative of Councilman Bob Greive

Adjacent owners who attended are listed in the attached roster.

Mr. Hooper reviewed the County's involvement with Lora Lake since 1975 and earlier, mentioning concerns with problems of drainage and siltation.

Larry Gibbons said most of the silting appeared related to construction in the early '70's, such as construction of SR 518 and re-work of a wrecking yard in the area. Current and future deposit of debris in the inflow at the north-west corner should be much less.

Larry discussed several alternatives:

1. Leave inflow as is. Build loose rock dike on about a 20' radius to create area in which silt can settle out and be removed periodically by County crews. This alternative was cheapest but entailed problems of access for County equipment. Also, the adjacent owners objected that this inflow area already tended to be stagnant and full of debris. The rock dike they felt would only make things worse.
2. Block present inflow. Conduct water by pipe around north and east sides and into Lake in vicinity of present outflow. This would keep the County legal with respect to run-off into nearby Salmon Creek. It would also provide effective catchment of silt by several catch basins in the line before entering

June 2, 1981

Lora Lake. It would necessitate an easement across a 1' wide strip of property on the east side to permit access for construction and maintenance. Cost of this alternative was within present available funds of about \$120,000. It appeared generally acceptable to the owners present.

3. Create a separate retention pond on Port of Seattle property to the east, by-passing Lora Lake altogether. This alternative appealed to some of the owners but County staff indicated real difficulties. The Port and potential developer were not eager to have the pond and the project would cost in excess of \$250,000. It was also pointed out to the Lora Lake owners that the springs presently supplying the Lake might not continue to flow after further build-up of the area; it would be advisable to maintain the present surface inflow in some manner.

One of the owners, Wally Watson, said he felt the County bore responsibility for the silting up of the Lake, which had resulted in lessening the typical depth from 14 feet to only 9 feet. His attorney had given the owners advice to this effect. He said the County should undertake to clean out the Lake, i.e., remove all the material presumably carried in with the inflow; and thereafter to come back periodically, say every five years, to repeat the process. He said this commitment by the County was more important to him than re-routing the inflow.

There was some further discussion of all these points. Mr. Hooper said he would have to seek advice from the Prosecutor's office as to the extent of the County's responsibility for siltation of the Lake. He said the Department wanted to cooperate with the neighborhood in solving the problem. However in taking any steps, consideration would have to be given to the limitation in public funds and the practicalities of construction and future maintenance. He said that within a few weeks, following study of the situation, Department staff would be back in touch with the owners. If the #2 pipe-around alternative was decided on as being best, construction could possibly be started late this summer.

The meeting concluded with apparent feeling of mutual understanding between County staff and the owners.

SM:cg

Enclosure

cc: All attendees
Darrell Syferd, Deputy Prosecutor
Sandy Adams
Dave Aggerholm

Owners adjacent to Lora Lake who attended meeting on May 28, 1981, with County Staff

| | |
|--|-----------|
| Jimmie Breeze 1041 South 150th Street | (Lot 7) |
| James and Virginia Wilcher 15006 Des Moines Way South | (Lot 1) |
| Marian J. Belt 1029 South 150th Street | (Lot 5) |
| Eleanor S. Vestaunet 15028 Des Moines Way South | (Lot 324) |
| Thomas R. De La Hunt 15016 Des Moines Way South | (Lot 347) |
| Wally Watson 15040 Des Moines Way South | (Lot 325) |
| Marjean Hallstrom 1021 South 150th Street | (Lot 4) |
| Georgia Wardell 1009 South 150th Street | (Lot 3) |
| Mary Minnis 15010 Des Moines Way South | (Lot 428) |
| Frank Yellam 15052 Des Moines Way South | (Lot 405) |

(Only one owner, Johnson, Lot 6, was not represented)

LAW OFFICES OF
HELSELL, FETTERMAN, MARTIN, TODD & HOKANSON
1500 WASHINGTON BUILDING
P. O. BOX 21846
SEATTLE, WASHINGTON 98111
(206) 292-1144

PAUL FETTERMAN
GEORGE W. MARTIN
RUSSELL V. HOKANSON
RICHARD S. WHITE
WILLIAM E. CLANCY, JR.
WILLIAM A. HELSELL
GARY F. LINDEN
HAROLD R. ROOKS
RONALD H. MENTELE, INC., P.S.
JOHN E. EDERER
THOMAS W. HUBER
PHILLIP D. NOBLE
NICK S. VERWOLF
DAVID F. JURCA
JAMES H. HICKEN III
LISH WHITSON
HARRY E. JENNINGS, JR.

VIOLA BRADY
RALPH J. BRINDLEY
CARL K. CHEN
LINDA J. COCHRAN
ERIC G. EASTERLY
DANIEL S. GRAUSZ
DAVID S. GROSS
DONALD C. HARRISON
DANFERD W. HENKE
JAMES M. HIGBEE
KENNETH B. KAPLAN
R. BROH LANDSMAN
RUTH NIELSEN
ARON J. OLSON
PAULINE V. SMETKA
KAREN J. VANDERLAAN

October 27, 1981

COPY
RECEIVED

OCT 27 1981

NORM MALENG
PROSECUTING ATTORNEY
CIVIL DIVISION

THOMAS TODD
LLOYD SHORETT
OF COUNSEL

FRANK F. HELSELL
(1922-1986)

CHARLES H. PAUL
(1942-1976)

James L. Brewer, Esq.
King County Prosecutor
East 550 King County Courthouse
Seattle, Washington 98104

Re: Lora Lake

Dear Mr. Brewer:

This letter is intended as a follow-up to the meeting of October 23, 1981 between David Gross, representatives of Lora Lake, representatives of King County, you and I, concerning the above-referenced matter. Following the meeting you indicated you remained unconvinced that King County has any legal obligation to stop depositing silt and pollution-laden surface waters from the surrounding area into Lora Lake. It is the purpose of this letter to briefly set out some of the legal authorities which we believe establish such an obligation.

NPDES PERMIT

For the basic proposition that King County is required to have a "National Pollution Discharge Elimination System" ("NPDES") permit for the discharge of surface waters into Lora Lake, we refer you to the very recent and nearly analagous case of Pedersen v. Department of Transportation, 25 Wn. App. 781, 611 P.2d 293 (1980). We believe it is obvious from this case and from a review of WAC 173-220 that the pipe which King County has constructed to discharge surface waters into Lora Lake is a point source, that Lora Lake is a navigable body of water, and that the County's actions constitute a "discharge of pollutants." We also refer you to 33 U.S.C. § 1365, which authorizes a court to award the costs of litiagtion (including attorney and expert witness fees) to any party bringing an action under the Federal Water Pollution Control Act.

NUISANCE

The following statutes, among others, are relevant to a cause of action against the County based on nuisance: RCW 7.48.010, 7.48.120, 7.48.140, 7.48.190, and 7.48.210. In addition, we

James L. Brewer, Esq.
October 27, 1981
Page Two

direct your attention to the case of Elves v. King County, 49 Wn.2d 201, 299 P.2d 206 (1956). The following sentence from that opinion is of particular significance:

We do not reach the question of whether defendant town had acquired the right to cast water onto plaintiffs' land by prescription, because the right to maintain a public nuisance cannot be acquired by prescription.

Id. at 202.

INVERSE CONDEMNATION

Although there are many cases which support our position that King County's actions constitute an unconstitutional taking and damaging of the private property of Lora Lake's residents, we suggest that you review the following three at this stage: Colella v. King County, 72 Wn.2d 386, 433 P.2d 154 (1967); Wilber Development Corp. v. Rowland Construction, Inc., 83 Wn.2d 871, 523 P.2d 186 (1974); and Burton v. Douglas County, 14 Wn. App. 151, 539 P.2d 97 (1974). In all three of these cases the county involved was found liable based on an inverse condemnation theory for artificially collecting and discharging surface waters onto private property. This was so despite the fact that the water initially flowed from non-county property.

Without conceding the existence of an easement, we believe that that issue is irrelevant to this matter for a variety of reasons:

1. There is a distinction between a right to deposit water and a right to deposit silt and pollution;
2. The amount of water and pollutants have markedly increased over the years;
3. The County has increased the drainage area, enlarged the pipe leading into the lake, and cleaned the lake on several occasions in the past ten years; and
4. It is a state and federal policy to prohibit pollution.

62 Wn.2d

James L. Brewer, Esq.
October 27, 1981
Page Three

Finally, if this matter is litigated, we consider it likely that a judge would award attorneys' fees to the Lora Lake residents pursuant to RCW 8.25.075(2) and the case of B & W Construction v. Lacey, 19 Wn. App. 220, 576 P.2d 583 (1978).

DAMAGES

If forced to file a lawsuit, the residents of Lora Lake will seek to enjoin any further discharge of surface waters by King County into Lora Lake. In addition, the residents will ask for damages, including the future cost and past expenses of dredging and cleaning the lake, all expenses incurred in prosecuting the action, actual attorneys' fees, and the difference in the value of their property before and after the discharge of polluted waters by King County into Lora Lake.

We have identified at least four other viable causes of action, besides the three mentioned in this letter, which will be raised by the plaintiffs in a lawsuit against the County. Of course, it will only be necessary that we succeed in one of these theories.

We are presently willing to settle this matter without litigation if King County will construct the improvements to the storm drainage system which it had previously agreed to as evidenced by the enclosed letter from James Guenther to Robert Erickson. In addition, a settlement will depend on an agreement by the County to pay for the costs of cleaning the lake. Our clients are anxious to resolve this matter as quickly as possible. Therefore, kindly provide us with your response by Friday, November 6, 1981. If you have any questions, do not hesitate to contact David Gross or me.

Very truly yours,


Linda J. Cochran

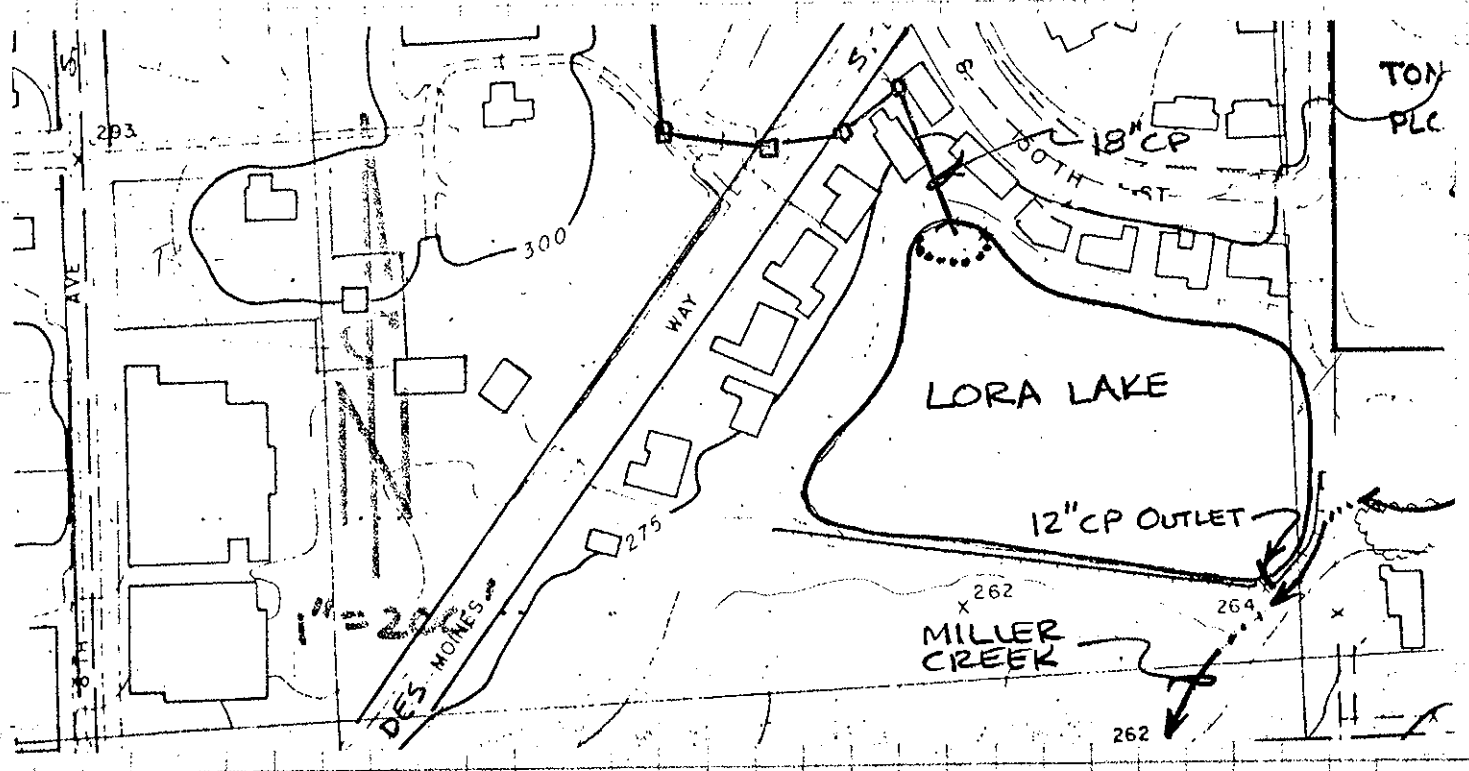
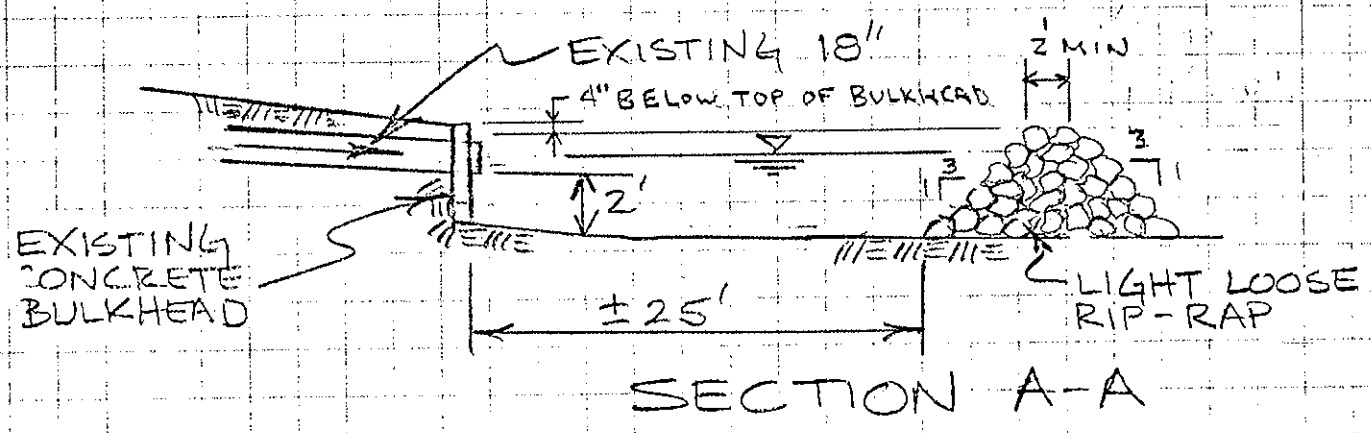
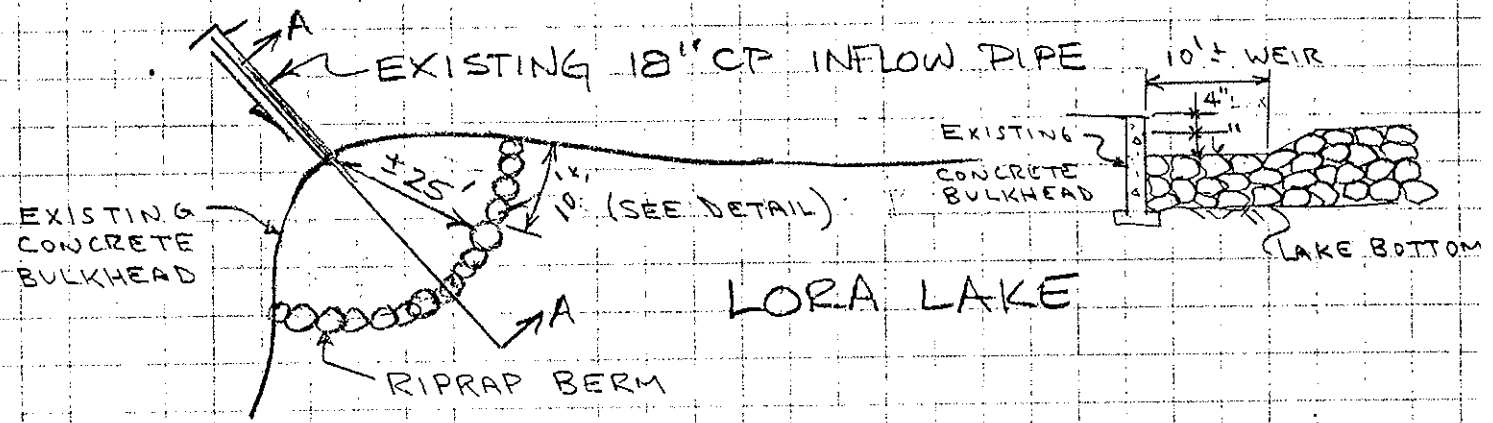
LJC:sg

cc: R. Wallace Watson

EXHIBIT # 1

ALTERNATIVE NO. 1

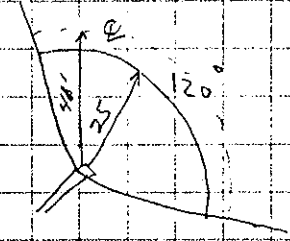
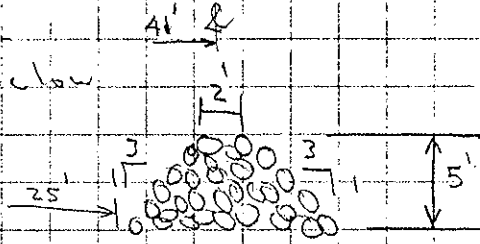
SETTLING BASIN DESIGN



ALT. #1 QUANTITIES

Rock RIPRAP

Assume 120°
Assume section below



$$N_p = 2[3 \times 5] + 2 = 32 \text{ ft}$$

$$A = \frac{32 + 2}{2} (5) = 85 \text{ ft}^2$$

$$L = 2\pi r \left(\frac{120^\circ}{360^\circ} \right) = 2\pi(41) \left(\frac{1}{3} \right) = 85.87'$$

$$V = 85.87 (85) = 7299.0 \text{ ft}^3 = 270.3 \text{ CY's}$$

Say 270 CY's

$$\begin{array}{r} 3.14 \\ \times 12.5 \\ \hline 15.70 \\ 6.28 \\ \hline 31.4 \\ \hline 3925.0 \end{array}$$

Cost to Build Berm

| | | |
|---|------------|-----------------|
| Access | LS | \$2,000 |
| Excavation: (Remove silt to 2' below IE of 18" pipe) | LS | 1,000 |
| Rock Riprap | 270 @ \$20 | <u>5,400</u> |
| | | 8,400 |
| 2 CB Restrictor | \$3,000 ea | 6,000 |
| Dredging Lam | LS | 30,000 |
| Permit Acq., cost, etc | LS | <u>2,000</u> |
| | Say \$ | \$50,000 |
| | | <u>\$46,400</u> |

KING COUNTY ARCHIVES

Series 163: Boundary Review Board

Box 30

Folder No. 5: Exhibit files—SWSSD Proposed Annexation (Lora Lake)

BOUNDARY REVIEW BOARD

KING COUNTY, STATE OF WASHINGTON

1711 SMITH TOWER — SEATTLE, WASHINGTON 98104 — 344-4196

August 13, 1971

Mr. Steve Paul Moen
Stern, Gayton, Neubauer & Brucker
Attorneys at Law
710 Hoge Building
Seattle, Washington 98104

IN RE: SOUTHWEST SUBURBAN SEWER DISTRICT -
Proposed Annexation (Lora Lake)
Boundary Review Board File No. 317

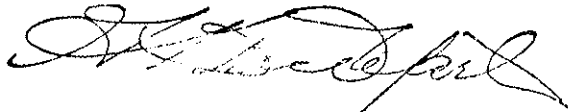
Gentlemen:

Enclosed herein please find a copy of the decision of the King County Boundary Review Board regarding the above-referenced matter. This is being transmitted to you for filing as prescribed by RCW 36.93.160(4).

In order for this proposed action to be finalized, it is necessary that you now file seven (7) certified copies of your ordinance or resolution accomplishing this matter, together with a copy of this letter, with the Office of the King County Executive.

Yours very truly,

KING COUNTY BOUNDARY REVIEW BOARD



G. BRICE MARTIN, Chief Clerk

GBM/pam

April 20, 1971

King County Boundary Review Board
1711 Smith Tower
Seattle, Washington 98104

NOTICE OF INTENTION
(Southwest Suburban Sewer District)
("Annexation 69-20" - Lora Lake Annexation)

Gentlemen:

Pursuant to R.C.W. 36.93.090, Southwest Suburban Sewer District, a special service district located in King County, Washington, and a municipal corporation established under the laws of the State of Washington, hereby gives notice of intention to annex certain land areas lying within King County and adjacent to the present boundaries of the district, said annexation being denominated "Annexation 69-20" (Lora Lake Annexation) in the records of Southwest Suburban Sewer District and the legal description of the land to be annexed appearing below. The following information is submitted as part of this notice of intention:

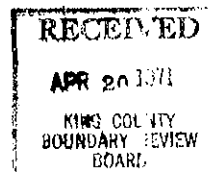
I
NATURE OF PROPOSED ACTION

This is an annexation of an area of land in an unincorporated portion of King County, Washington, by Southwest Suburban Sewer District, a special service district in King County, Washington, and a municipal corporation established pursuant to Title 56 of the Revised Code of Washington. The annexation is sought pursuant to R.C.W. 56.24.120-150.

II
GENERAL BACKGROUND

The area of proposed annexation is a 47 acre parcel of land lying adjacent to the existing eastern boundary of Southwest Suburban Sewer District. The area is bounded on the north by state highway 1-L, which is presently under construction along an east-west line extending from South 148th Street. The area is partially bounded on the south by the Renton - Three Tree Point Road, on the east partially by 12th Avenue South, and on the west totally by 8th Avenue South. Lora Lake is in the northeastern corner of the area proposed for annexation.

Annexation was initiated by petitions containing signatures of the owners, according to the records of the County Auditor, of more than 60% of the area of land within the proposed annexation area. On March 16, 1971, the Board of Commissioners of Southwest Suburban Sewer District passed Resolution No. 633 accepting the petition of property owners



King County Boundary Review Board
Annexation 69-20

and providing for a public hearing thereon to be held at the district's headquarters on April 6, 1971. Notice of said hearing was published and posted as required by law.

On April 6, 1971, a public hearing was held at the headquarters of Southwest Suburban Sewer District. All interested persons were invited to appear and voice their approval or disapproval of this annexation. No persons voiced disapproval of the annexation and the Board of Commissioners of Southwest Suburban Sewer District saw no cause why the annexation should not be made as proposed. The commissioners thereupon passed Resolution No. 637, determining that the proposed annexation 69-20 (Lora Lake Annexation) be made as proposed, subject to the approval of the King County Boundary Review Board.

The reason for the proposed annexation is the desire of petitioning property owners to have a modern sewerage disposal system available for the benefit of the land within this area. There presently is no modern sewerage system serving this area, which is generally suburban residential in character. At the aforementioned public hearing, held on April 6, 1971, the urgent desire of the property owners to have a modern sewerage system available for their properties was reflected in the stated intention of the property owners to commence the collecting of signatures in support of a Utility Local Improvement District for the area. A strong desire was expressed by the property owners that the annexation be approved and finalized at the earliest possible date.

III
LEGAL DESCRIPTION

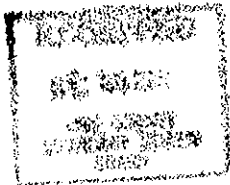
The legal description of the area of this proposed annexation is as follows:

Beginning at a point on the East line of the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, (also the centerline of 12th Ave. S.) which is South 0°13'00" East 539.53 feet from the Northeast corner thereof;

Thence North 61°19'50" West 648.62 feet;

Thence South 38°28'38" West 631.57 feet more or less to the East line of the West 330 feet of said Northwest 1/4;

Thence Southerly along said East line 26.15 feet more or less to the Northwest corner of Andrew Jensen Tracts, according to plat recorded in Volume 45 of Plats, page 31, records of King County, Washington;



King County Boundary Review Board
Annexation 69-20

Thence Southerly along the West and South lines of Lots 3 through 10 inclusive of Block 1 of said Andrew Jensen Tracts to the Southwest corner of said Lot 10;

Thence Southerly along the Southerly extension of the West line of said Lot 10 to the centerline of South 156th Street;

Thence Southeasterly along the centerline of South 156th to its intersection with the centerline of Renton-Three Tree Point Road;

Thence Southwesterly along the centerline of Renton-Three Tree Point Road to its intersection with the centerline of 8th Avenue South;

Thence Northerly along the centerline of 8th Avenue South to the Southerly margin of S.S.H. No. 1-L;

Thence Easterly along the Southerly margin of S.S.H. No. 1-L to the centerline of 12th Avenue South;

Thence Southerly along the centerline of 12th Avenue South to the Point of Beginning.

IV

ACCOMPANYING MAPS, ETC.

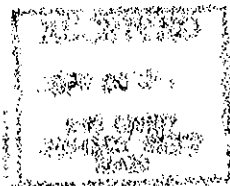
To aid the Boundary Review Board in its consideration of this proposed annexation, the following items are transmitted herewith:

Item No. 1: Map of district's present corporate boundaries.¹

Item No. 2: U.S. Department of Army, Corps of Engineers vicinity map.

Item No. 3: Legal description of area of annexation.

Item No. 4: County Assessor's map of area of annexation.



¹ A more detailed comprehensive general plan map of the district is found in Boundary Review Board file no. 283 (Southwest Suburban Sewer District Annexation 69-34). Reference is also made to the recently approved annexations 69-33 (Boundary Review Board file no. 302) and 69-34 (Boundary Review Board file no. 283), which are also areas lying along the district's eastern boundary to the north and to the south of this proposed Annexation 69-20.

V
REVIEW OF FACTORS
(R.C.W. 36.93.170)

Southwest Suburban Sewer District is a large special service district currently serving approximately 15,000 users. Its area of service is generally bounded on the north by Roxbury Street (with the exception of a small area included in the City of Seattle), on the south by Southwest 207th Street, on the east by Des Moines Way, and on the west by Puget Sound. The population of the district was estimated in 1969 to be approximately 40,000 persons. The area is generally suburban-residential in character, with some small business establishments. Neither the area of the proposed annexation nor the area near it is incorporated.

The area proposed for annexation is in the Miller Creek drainage area, which is a natural drainage area currently served by Southwest Suburban Sewer District. There presently are no sewers in the area proposed for annexation. When a sewer system is developed in the future, as is the intention of the property owners in the annexation area, Southwest Suburban Sewer District or its successor will be the logical entity to develop and administer such a system. No other entity exists which appears to be in the position to do so.

VI
REVIEW OF OBJECTIVES
(R.C.W. 36.93.180)

The proposed annexation area is within the land contour and natural drainage area of the territory presently served by Southwest Suburban Sewer District. This annexation will create and preserve a logical service area. The area annexed will thus have the opportunity to be served by an existing, experienced and successful special purpose district.

VII
FILING FEE
(R.C.W. 36.93.120)

A filing fee of \$25.00 is transmitted herewith.

Notice, process and other communications regarding this proposed annexation should be directed to the proponent of this action as follows:

Southwest Suburban Sewer District
15633 Ambaum Boulevard S.W.
Seattle, Washington 98166



King County Boundary Review Board
Annexation 69-20


and the following offices of its legal counsel:

Stern, Gayton, Neubauer & Brucker
Attorneys at Law
710 Hoge Building
Seattle, Washington 98104

Respectfully submitted,

SOUTHWEST SUBURBAN SEWER DISTRICT

by: STERN, GAYTON, NEUBAUER & BRUCKER



Steve Paul Moen
Counsel for Southwest Suburban
Sewer District

00002

-5-



B.R.B. #4-1

PROCEEDINGS OF THE KING COUNTY BOUNDARY REVIEW BOARD

IN RE: Proposed Annexation to : FILE NO. 317
SOUTHWEST SUBURBAN SEWER :
DISTRICT, KING COUNTY, : RESOLUTION AND HEARING
WASHINGTON : DECISION
:

The Notice of Intention filed in Boundary Review Board File No. 317 proposed the annexation of certain territory to Southwest Suburban Sewer District, King County, Washington.

After notice duly given, the hearing was held on July 22, 1971, before a quorum of the entire Board. On the basis of the facts, testimony and exhibits offered at said hearing, and the matters on file in Boundary Review Board File No. 317, it is the decision of the King County Boundary Review Board that the action proposed in said Notice of Intention be, and the same is, hereby approved.

FACTORS AFFECTING THE PROPOSAL

In reaching this decision, the Board has considered the many factors prescribed in RCW 36.93.170. From this background, the following factors affecting this proposal have been selected for particular attention.

The annexation comprises approximately forty-seven (47) acres in the vicinity of Eighth Avenue South and the Des Moines Highway. An exact population figure is not available, but it is known that, although the density is fairly low, it is higher than that in the areas to the East and South of the proposed annexation.

Land uses are divided between a few single family dwellings, some retail commercial establishments, and one or more agricultural uses. The entire area is included within the comprehensive plan of the District.

The annexation area constitutes a sub-basin within the general Miller Creek drainage area, and includes Lora Lake and a portion of Salmon Creek. The annexation boundary, although irregular, is determined by the sub-drainage basin periphery.

Growth in the area has been impeded due to the lack of adequate sewer service, and it should be noted that the Federal Housing Administration has denied loans in the vicinity and the Seattle-King County Department of Public Health has condemned some dwellings due to lack of sewers. It is anticipated that the provision of sewer service will stimulate some growth, and the next ten (10) years should see the area approach saturation.

The obvious need for sewer service is indicated by the actions of the Seattle-King County Department of Public Health and the Federal Housing Administration, noted previously. No sewer service is presently available in the area: Also previously noted is the fact that the area is within the comprehensive plan of the District,

Handwritten signature

and service from other entities is not reasonably available. Growth in the area will only increase the need for service.

OBJECTIVES

The decision of the Boundary Review Board tends to accomplish the pertinent objectives of RCW 36.93.180. Those particularly significant objectives are as follows:


(1) As indicated, the annexation area proposed is delineated by land contours which constitute a sub-drainage basin. The annexation, then, tends to accomplish the objective described in RCW 36.93.180(2).

(2) The sub-drainage basin described is included within the Miller Creek Drainage Basin, substantial portions of which are presently served by the District. Moreover, the area proposed for annexation lies within the comprehensive plan area of the District. The logical service area of the District includes the subject annexation and this decision, therefore, tends to accomplish the objective described in RCW 36.93.180(3).

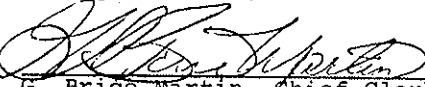
THEREFORE, BE IT RESOLVED BY THE KING COUNTY BOUNDARY REVIEW BOARD THAT, for the above reasons, the annexation proposed in said Notice of Intention contained in File No. 317, be, and the same is, hereby approved as submitted.

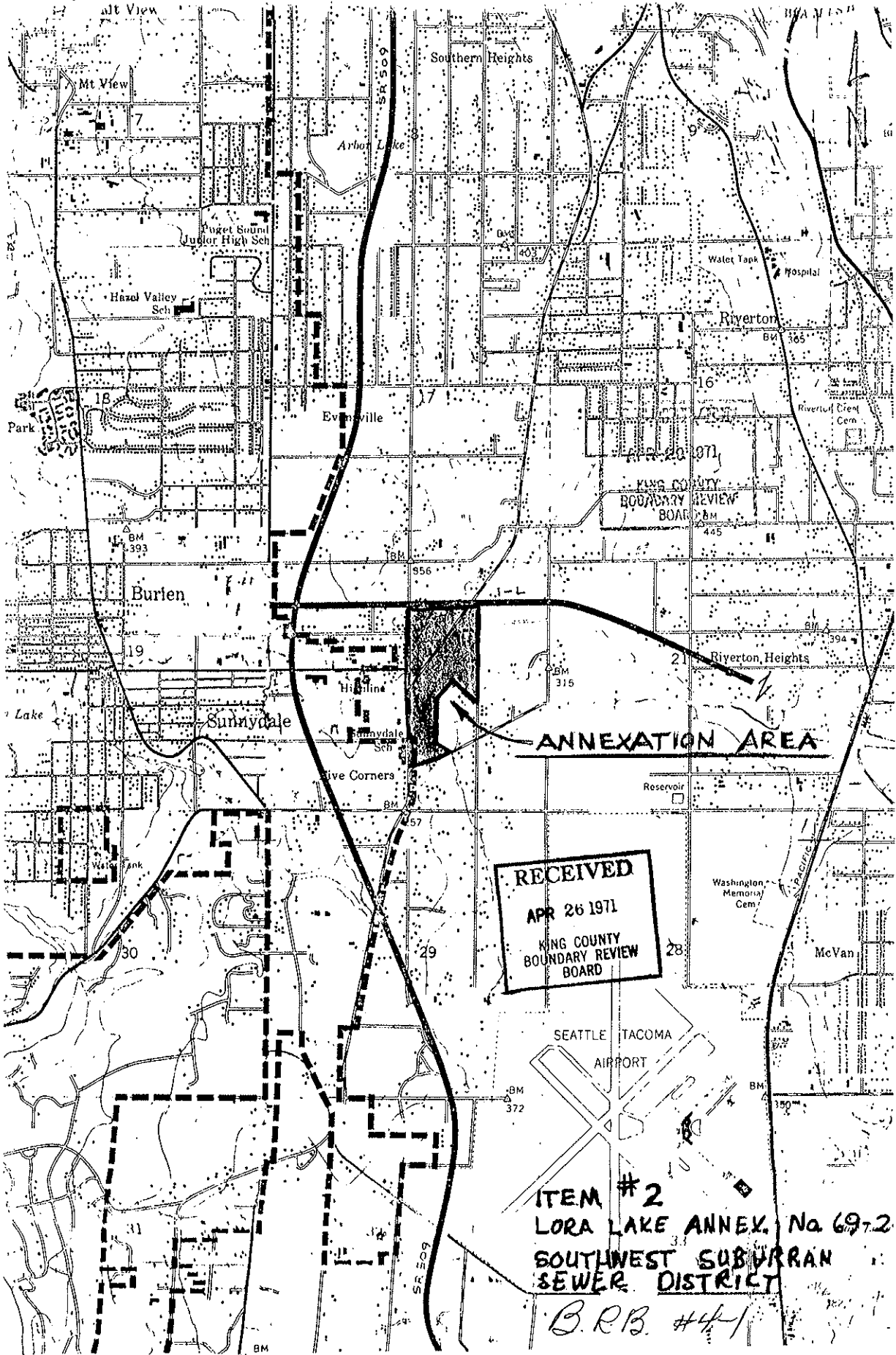
ADOPTED BY THE KING COUNTY BOUNDARY REVIEW BOARD this 12th day of August, A.D., 1971, by a vote of 5 in favor and 2 against, and signed by me in authentication of its adoption on this 12th day of August, A.D., 1971.

KING COUNTY BOUNDARY REVIEW BOARD


RAYMOND A. NORWOOD, Chairman

FILED BY ME this 12th day
of August, A.D., 1971.


G. Brice Martin, Chief Clerk



ANNEXATION AREA

RECEIVED
APR 26 1971
KING COUNTY
BOUNDARY REVIEW
BOARD

SEATTLE TACOMA
AIRPORT

ITEM # 2
LORA LAKE ANNEX. Na 697.2
SOUTHWEST SUBURBAN
SEWER DISTRICT

B.R.B. #41

Beginning at a point on the East line of the Northwest 1/4 of the Southeast 1/4 of Section 20, Township 23 North, Range 4 East, W.M., in King County, Washington, (also the centerline of 12th Ave. S.) which is South 0°13'00" East 539.53 feet from the Northeast corner thereof;

Thence North 61°19'50" West 648.62 feet;

Thence South 38°28'38" West 631.57 feet more or less to the East line of the West 330 feet of said Northwest 1/4;

Thence Southerly along said East line 26.15 feet more or less to the Northwest corner of Andrew Jensen Tracts, according to plat recorded in Volume 45 of Plats, page 31, records of King County, Washington;

Thence Southerly along the West and South lines of Lots 3 through 10 inclusive of Block 1 of said Andrew Jensen Tracts to the Southwest corner of said Lot 10;

Thence Southerly along the Southerly extension of the West line of said Lot 10 to the centerline of South 156th Street;

Thence Southeasterly along the centerline of South 156th to its intersection with the centerline of Ronton-Three Tree Point Road;

Thence Southwesterly along the centerline of Ronton-Three Tree Point Road to its intersection with the centerline of 8th Avenue South;

Thence Northerly along the centerline of 8th Avenue South to the Southerly margin of S.S.H. No. 1-L;

Thence Easterly along the Southerly margin of S.S.H. No. 1-L to the centerline of 12th Avenue South;

Thence Southerly along the centerline of 12th Avenue South to the Point of Beginning.

RECEIVED

APR 26 1971

KING COUNTY
BOUNDARY REVIEW
BOARD

RECEIVED

APR 20 1971

KING COUNTY
BOUNDARY REVIEW
BOARD

E 1/2 20-23-4

ITEM # 3 - B.R.B. #41

LORA LAKE ANNEX

No. 69-20

SOUTHWEST SUBURBAN

SEWER DISTRICT

00013

ANNEXATION BOUNDARY

39.30
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RECEIVED
APR 20 1971
KING COUNTY
BOUNDARY REVIEW
BOARD

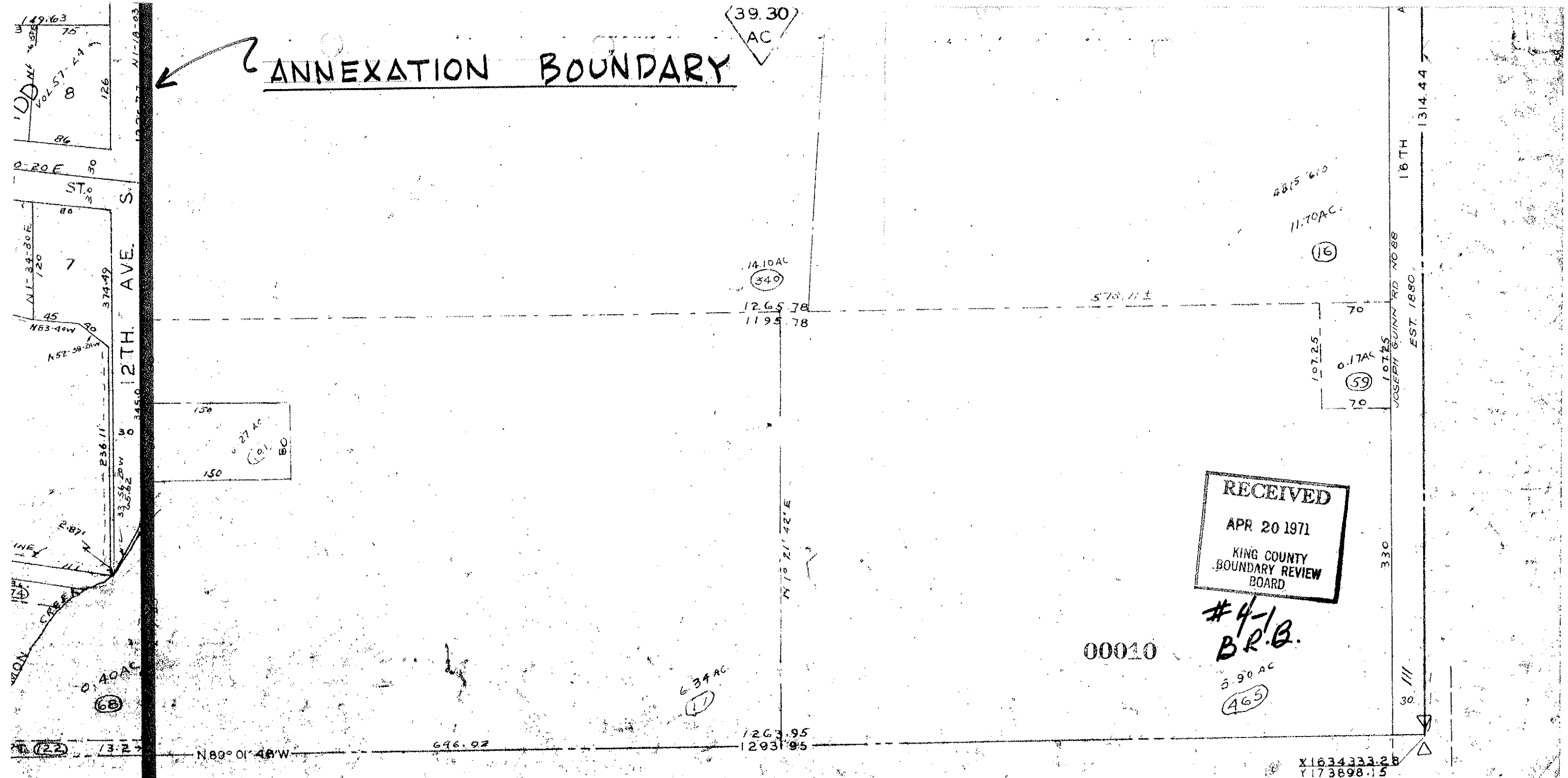
#4-1
B.R.B.

5.90 AC
(465)

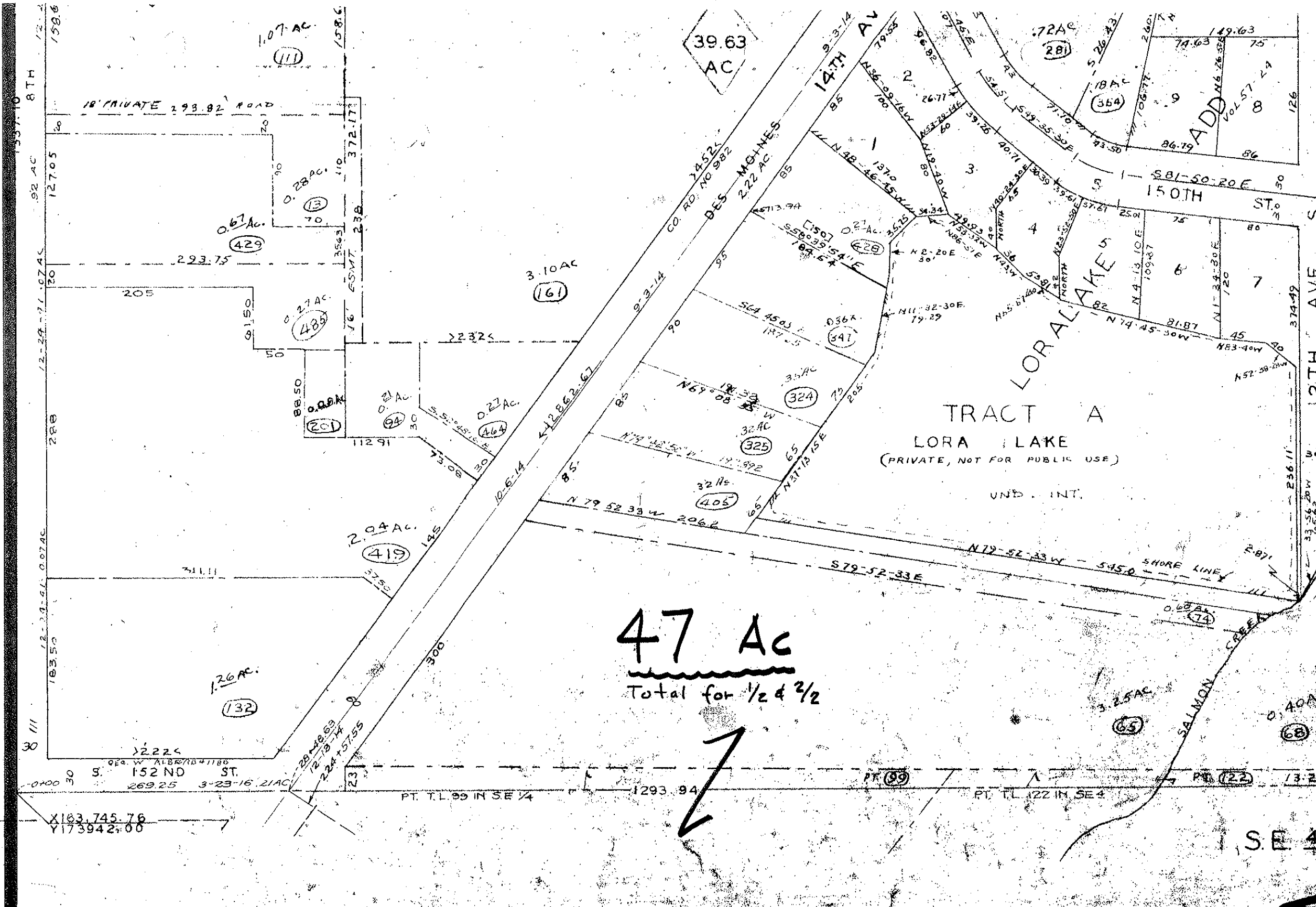
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ITEM # 4
LORA LAKE ANNEX. NO 69-20
SOUTHWEST SUBURBAN SEWER DISTRICT

1/2



S.E. 4 20-23-4

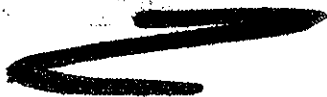


TRACT A
LORA LAKE
(PRIVATE, NOT FOR PUBLIC USE)

47 Ac
Total for 1/2 & 2/2

SEE SHIT. 2/2

X 163,745.76
Y 173942.00





DEPARTMENT OF PUBLIC WORKS

KING COUNTY, STATE OF WASHINGTON

900 KING COUNTY ADMINISTRATION BUILDING

SEATTLE, WASHINGTON 98104

500 FOURTH AVENUE

April 26, 1971

Mr. G. Brice Martin, Chief Clerk
Boundary Review Board
Smith Tower

Re: Proposed Annexation to Southwest Suburban
Sewer District (Lora Lake)
Temporary File No. 4-1

Dear Sir:

We have checked the legal description of the attached proposed annexation and find it is satisfactory, however, it would be better to have the last two paragraphs read as follows:

"Thence easterly along the southerly margin of S.S.H. No. 1-L to the east line of the southwest $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said section 20;

"Thence southerly along said east line and the centerline of 12th Avenue S to the point of beginning."

The related Assessor's map appears to be for the same area as described in the legal description.

This annexation does not appear to include a portion of a County park, nor conflict with a similar district in the vicinity.



Very truly yours,

Raymond C. Beauchamp
RAYMOND C. BEAUCHAMP
Office Engineer

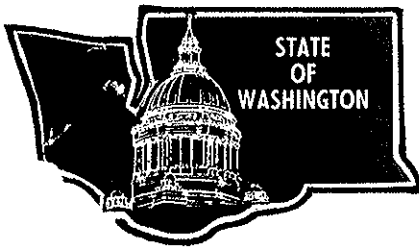
RCB/JBB:mr

00014

Enclosure: Entire File

cc: J. B. Berrian

*Corrected by telephone
to have more of 1971
6/24/71 - for it will be signed on change
of jurisdiction, county city for Dist.*



DANIEL J. EVANS
GOVERNOR

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

SIDNEY E. SMITH
SECRETARY

DIVISIONS
HEALTH
INSTITUTIONS
PUBLIC ASSISTANCE
VETERANS' AFFAIRS
VOCATIONAL REHABILITATION

DIVISION OF HEALTH

Smith Tower, Seattle, Washington 98104

WALLACE LANE, M.D., M.P.H.
ASSISTANT SECRETARY

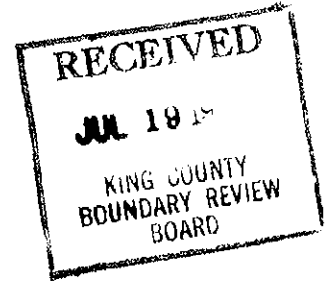
PHONE 464-7780

July 16, 1971

Boundary Review Board
1711 Smith Tower
Seattle, Wa. 98104

Attn: Mr. G. Brice Martin
Chief Clerk

Subject: Southwest Suburban Sewer District
Proposed Annexation (Lora Lake)
Your File No. 317



Gentlemen:

While we do not plan to attend the hearing scheduled for July 22, 1971, on the subject annexation, we would appreciate your consideration of our comments herein related to the matter.

We favor permitting the proposed annexation as requested by Southwest Suburban Sewer District for the following reasons:

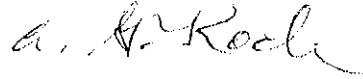
1. The area involved lies in a drainage pattern presently served by the District, viz., Miller Creek.
2. Ultimate annexation of a considerable portion of the fringe areas bordering the District to Southwest Suburban Sewer District is certain; therefore, a certain "raggedness" of boundaries for the time being does not appear to us to be as significant as it might be in another location. Filling out will ultimately occur, but provision of sewers is of greater importance to the general area at this time.
3. Failure to annex at this time may result in an over-long delay in ultimate annexation and consequent delay in provision of sewers badly needed throughout the area.
4. Annexation to another sewer district will not remove the requirement that sewage from Miller Creek drainage basin be delivered to Southwest Suburban Sewer District. We will not permit pumping out of a basin draining to Puget Sound for delivery to a system discharging to the Green River.

00054

July 16, 1971

Should you have any questions regarding the foregoing, please contact this office at your convenience.

Very truly yours,



A. G. KOCH
District Engineer
Water Supply & Waste Section

AGK:j1

cc: Department of Ecology (Olympia)
" (Redmond)
Seattle-King County Health Dept.
Southwest Suburban Sewer District
Hill, Ingman, Chase & Co.



BACKGROUND INFORMATION

SOUTHWEST SUBURBAN SEWER DISTRICT
Proposed Annexation - (Lora Lake Area)

FILE NO. 317 - PUBLIC HEARING

July 22, 1971 - 7:30 P.M.
Room 402, King County Courthouse

1. This hearing is convened to receive the facts and evidence in connection with the Notice of Intention contained in King County Boundary Review Board File No. 317, consisting of 64 numbered items.
2. The Notice of Intention in said File No. 317 was filed by the King County Boundary Review Board effective April 20, 1971, and proposed the following action: The annexation to Southwest Suburban Sewer District of approximately 47 acres located adjacent to the District in its southeast portion, and generally bounded by State Highway 1-L on the north, partially on the south by the Renton-Three Tree Point Road, on the east partially by 12th Avenue South, and on the west totally by 8th Avenue South.
3. At the regular meeting of the King County Boundary Review Board on June 10, 1971, there was executed pursuant to Section 10, Chapter 189, Laws of 1967, a Request for Review of the proposed action, signed by three members of the King County Boundary Review Board.
4. At that same regular meeting, it was established by the Board by Resolution that the required hearing on this action be held on the 22nd day of July, A.D., 1971, at the hour of 7:30 o'clock P.M. in Room 402 of the King County Courthouse, Seattle, Wasington.
5. Notice of this hearing was given as follows:

On June 28, 1971, by certified mail, to:

The Honorable Board of Commissioners, K.C.
Fire Protection District #42

00064

BACKGROUND INFORMATION - File No. 317, Continued

The Honorable City Council, City of Normandy Park
The Honorable Ed Munro, King County Councilman
Mr. Ray Olsen, Acting Clerk of the K.C. Council
Washington State Association of Sewer Districts
Water Pollution Control Commission (Dept. of Ecology)
Superintendent, Highline School District #401
The Honorable Board of Commissioners, Rainier
Vista Sewer District
The Honorable Board of Commissioners, Val Vue
Sewer District
Mr. Raymond C. Beauchamp, King County Department
of Public Works
Municipality of Metropolitan Seattle
Seattle-King County Department of Public Health
Washington State Department of Social & Health Services

Upon the discovery that said written notice did not meet the requirements of RCW 36.93.160(1), due to the fact that such notice was not timely, the governmental entities whose written notification is required under the above statute were notified of the error, and asked to waive the thirty (30) day notice as required pursuant to said statute.

And published in the Federal Way News, a newspaper of general circulation in the area, on July 7 and 14th, 1971; in the Daily Journal of Commerce, a newspaper of general circulation in the area, on July 8, 1971; and in the Beacon Hill News, the official newspaper of King County, Washington, on July 8, 1971.

And posted at ten (10) locations on the site on July 16, 1971.

As of July 22, 1971, all governmental entities whose written notification is required pursuant to the cited statute had waived in writing the said thirty (30) day notice.

GBM/fmm
July 22, 1971

Boundary Review Board

Series 163

Box 30

Folder No.5 "Exhibit File SwSSD proposed annexation
(Lora Lake)

KING COUNTY ARCHIVES

RG-012: King County Council Ordinances

Series 305

Box 130

Folder No. 6094-6104: Resolution No. 16718

Resolution

File No. 16718

Before the
King County [REDACTED] Commissioners
of King County, Washington

SUBJECT:

*Pulled from:
Plat File # 1460*

ACTION:

File

9/24/1956

Ent. Council Record, Vol. Page

Equity Investors, Inc.
Gen. Cas. Co.

Eng.
File

RESOLUTION
NO. 16718

Plat # 1460

WHEREAS, Chapter 186, Laws of 1937, grants the County Commissioners authority to set up rules and regulations governing the platting subdivision and dedication of land, and

WHEREAS, Resolution No. 6735 passed by the Board of County Commissioners on January 17, 1937, sets up certain requirements for the improvement of streets in platted areas, and

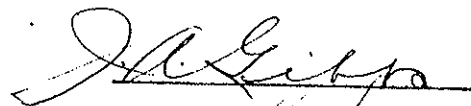
WHEREAS, on April 2, 1956 a plat was filed known as LORALAKE ADDITION in Sec. 20, T. 23 N., R 4 EWM., recorded in Vol. 57 of Plats, page 24, Records of King County, in which a number of streets were to be improved under the platting laws of King County, and

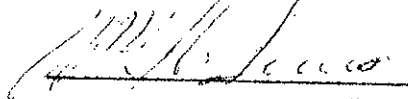
WHEREAS, a performance bond in the sum of \$1,000 with General Casualty Co. #306733 was filed to guarantee the construction of streets, and

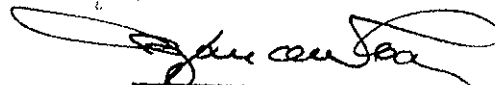
WHEREAS, the necessary street improvements have been completed in compliance with the platting laws of King County and the State of Washington, now, therefore

BE IT RESOLVED, that the streets in the plat of LORALAKE ADDITION be accepted by King County and the bond of \$1,000 with General Casualty Co. #306733 to guarantee this work be, and is hereby released, provided that this resolution accepting the above streets in no way establishes permanent grade thereon.

PASSED this 24th day of September 1956.







BOARD OF COUNTY COMMISSIONERS
KING COUNTY, WASHINGTON

ATTEST:
ROBERT A. MORRIS
Clerk of the Board

By Ralph R. Steiner
Deputy

FAB:gd
9/20/56

KC Resolutions

16525-16749 7/21/1956- 10/8/1956

Series 124

Box 55

Folder 16690-16749



ORDINANCE NO. 6104

AN ORDINANCE amending the scope of work and reducing the cost of Lora Lake Drainage; amending Ordinance No. 5757, Sections 70 and 71, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted a change of scope for Lora Lake Drainage, Capital Improvement Project No. 600680.

SECTION 2. The project information sheet attached hereto is adopted to amend and revise the 1982 Capital Improvement Program and Budget; amending Ordinance No. 5757, Section 70, Attachment No. 1, as amended.

SECTION 3. Ordinance No. 5757, Section 71, is hereby amended to read as follows:

Accumulated unexpended prior years appropriations from several capital improvement project funds for the specific projects identified and contained in Attachment No. 1 to this ordinance are hereby cancelled as follows:

| | | |
|--------------------------|------------------------------|-------------|
| County Roads (CIP Only) | (+ 6860 7,281+) | \$897,281 |
| County Road Construction | (+ 17,554 7,379+) | \$1,591,379 |

INTRODUCED AND READ for the first time this 16th day of August, 1982.

PASSED this 23rd day of August, 1982.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chairman

ATTEST:

Deborah G. Owens
DEPUTY Clerk of the Council

APPROVED this 2nd day of September, 1982.

Randy Revell
King County Executive

820823- UG

DATE: August 13, 1982

RECEIVED

TO: CLERK OF THE COUNCIL

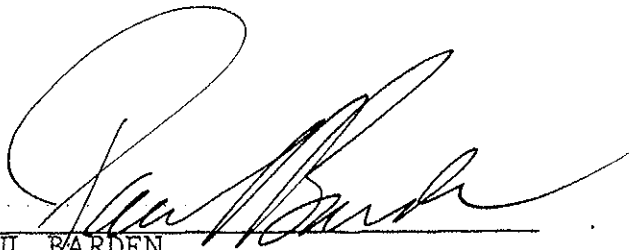
1982 AUG 13 AM 11:57

CLERK
KING COUNTY COUNCIL

THE ATTACHED ORDINANCE/~~MOXON~~ IS FOR INTRODUCTION!

Amending the scope of work and reducing the cost of Lora Lake
Drainage; amending Ordinance No. 5757, Sections 70 and 71,
as amended

6101



PAUL BARDEN

820823-02

King County Council

AUDREY GRUGER, Dist. No. 1
SCOTT BLAIR, Dist. No. 2
BILL REAMS, Dist. No. 3
LOIS NORTH, Dist. No. 4
RUBY CHOW, Dist. No. 5
BRUCE LAING, Dist. No. 6
PAUL BARDEN, Dist. No. 7
BOB GREIVE, Dist. No. 8
GARY GRANT, Dist. No. 9



King County Council

Lois North, *Chairman*
Mary Matilda Jones, *Council Administrator*
Gerald A. Peterson, *Deputy Council Administrator*
Room 402, King County Courthouse
Seattle, Washington 98104

(206) 344-2500

6104

August 12, 1982

TO: Scott Blair, Chairman
Fiscal Management Committee

FROM: Peter Hahn, Council Staff

SUBJECT: Proposed Ordinance 82-446: Amendment to project scope
and cost of Lora Lake
Drainage

Project History: The existing drainage outfall at Lora Lake has been depositing silt, sand, oil and debris from nearby roads and properties for many years. The Lora Lake Homeowners have asked the County to correct this condition because the lake has ceased to serve its former recreational purposes.

Original Project Scope: The County's original plan to remedy the siltation problem at the Lake was to reconstruct the drainage system around the south side of the Lake and have it discharge into Miller Creek.

Change in Scope: The Prosecuting Attorney reviewed the proposed project and questioned whether the rerouting of the drainage system would remedy the existing problem of heavy siltation in the lake. With a concern for potential lawsuits from residents, the scope of the project was changed to dredging the silt from the lake, depositing it at nearby Sea-Tac property, and constructing a settlement pond to catch silt, debris, etc. before it gets into the lake. The settlement pond would be cleaned once a year and the silt would be deposited on the Port of Seattle's property.

Fiscal Impact: The revised project scope is estimated to cost \$98,000 -- \$37,000 less than the original budget.

Staff Recommendation: A do pass.

PH/gj

820823-02

6104



King County Executive
Randy Revelle

RECEIVED

1982 AUG -3 PM 4:00

CLERK
KING COUNTY COUNCIL

August 3, 1982

The Honorable Lois North
Chairman, King County Council
C O U R T H O U S E

Wagner - Buden - FM

RE: Change of Scope for Lora Lake Drainage

Dear Madam Chairman:

If approved, the enclosed ordinance will change the scope of work for Lora Lake drainage. This ordinance request is based on the recommendation of the Prosecuting Attorney's Office.

The proposal identified in the October 1981 CIP description included eliminating the existing outfall into Lora Lake and the replacement of the existing storm drainage system with a new alignment around the south side of the lake to a discharge point in Miller Creek.

The new proposal calls for cleaning the lake by dredging the silty material from the lake and depositing this dredge material onto the Port of Seattle property northeast of Lora Lake. A settlement pond is to be constructed at the inlet of the lake to keep the lake clean in future. The Port of Seattle has agreed to allow the County to use their property for the dredge material. This revised scope of work should result in savings of \$37,000 over the earlier proposal.

This ordinance will have no adverse impacts on the County's fiscal affairs. The Council's early consideration of this matter is appreciated.

If you have any questions about this matter, please call Shelly Yapp, Director, Budget Department at 344-3434.

Sincerely,

RANDY REVELLE
King County Executive

RR/JRE:gn
Enclosure

cc: King County Councilmembers
Mary Jones, Council Administrator
Jerry Peterson, Deputy Council Administrator
Jim Guenther, Director, Department of Public Works
Shelly Yapp, Director, Budget Department
ATTN: Bob Edmundson, Budget Analyst

0218223-02

Project: 10680 Lora Lake Drainage

Description:

Council District: No. 7
 CIP Planning Area: Highline

Work Scope:

The existing proposal is to eliminate the existing outfall into Lora Lake and build a new system around the south side of lake to a discharge point in Miller Creek.

The new proposal calls for cleaning the lake by dredging the silty material from the lake and depositing this dredge material onto the Port of Seattle property northeast of Lora Lake. A settlement pond is to be constructed at the inlet of the lake to keep it clean in the future.

Justification: The present outfall continually deposits silt, sand, oils and debris from contiguous roads and properties into Lora Lake. The lake is becoming unfit for recreational activities enjoyed by the residents. The lake is spring fed and does not require surface water augmentation to maintain a constant water level.

Project Comparison

(vs Last Council Approval) No Changes To Be Abandoned To Be Merged Total Cost Change Site Change
 New Revenue Change Scope Change Schedule Change

Cost Data:

Original Cost Estimate - 1979 \$60,000

Status:

Construction scheduled to begin by October, 1982.

Project Data:

| | | | | | | | | |
|------------|-----------|---|--|-------------------|------|------|------|-------|
| FUND | 000003860 | COUNTY ROAD CONSTRUCTION | DEPARTMENT PRIORITY REQUEST | PRINTED JUNE 1982 | | | | |
| DEPARTMENT | 0737 | ROADS-COUNTY ROADS CONSTRUCTION | LOCATION - So. 150th - 12th SO AREA | | | | | |
| FUNCTION | 54100 | ROAD & STREET CONSTRUCTION | CURRENT PROJECT COST ESTIMATE | 98,000 | | | | |
| SERVICE | 54157 | SPECIALIZED PROJECTS | EXPENDED & APPROPRIATED (INC RECOMMENDED) | 98,000 | | | | |
| PROGRAM | 54177 | DISCRETE PROJECTS | FUTURE FUNDING REQUIRED TO COMPLETE PROJECT | 0 | | | | |
| OPTION | | EXPENDITURES TO 12-31-80 (A) | *PROGRAM PROJECTIONS - THOUSANDS OF DOLLARS* OPT/ACCOUNT PROGRAM TOTAL | | | | | |
| | | EXISTING BUDGET RECOMMENDED + RECOMMENDED (A+B+C) | 1983 | 1984 | 1985 | 1986 | 1987 | TOTAL |

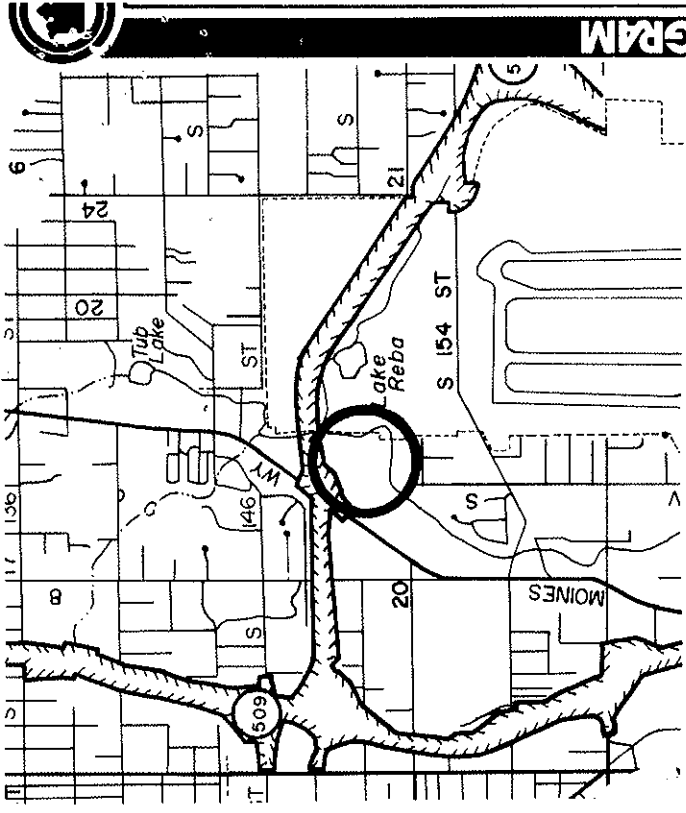
--- EXPENDITURE DATA ---

| | | | | | | | | |
|---------------------------------|---------|-------------------|---|---|---|---|---|--------|
| DESIGN, PRELIM ENG CONSTRUCTION | 1,000 | 1,000 | * | * | * | * | * | 1,000 |
| COUNTY FORCE DESIGN | 100,000 | (34,000) | * | * | * | * | * | 66,000 |
| CONST ADMIN/ENGINEER | 9,182 | 5,000 | * | * | * | * | * | 16,000 |
| EXPENDITURE TOTALS | 9,182 | (8,000) | * | * | * | * | * | 15,000 |
| --- REVENUE SOURCES --- | | | | | | | | |
| 37203 (A) CONT.-COUNTY ROADS | 125,818 | (37,000) | * | * | * | * | * | 88,818 |
| PRIOR YRS REV | 9,182 | | * | * | * | * | * | 9,182 |
| REVENUE TOTALS | 9,182 | (37,000) | * | * | * | * | * | 98,000 |
| REVENUE AVAILABLE | 98,000 | REVENUE PENDING 0 | * | * | * | * | * | 98,000 |

6104

20-22823-02

T(SR)



King County Council Ordinances

1982

6073-6105

RG-012, Series 305

Box 130

Folder 6094-6104

KING COUNTY ARCHIVES

RG-104.1

King County Public Works—Director: Subject & Complaints
Series 489

Folder No. 47: Miller Creek, 11/1/1980—12/31/1980

CITY OF NORMANDY PARK



240 S.W. 200TH
NORMANDY PARK, WA 98166
TELEPHONE (206) 824-2602

February 12, 1980

Building Enforcement Department
King County Administration Building
Seattle, WA 98104

Gentlemen:

This letter is written to express the concerns of City of Normandy Park and its residents with reference to siltation occurring in Miller Creek as a result of extensive development in and near Five Corners (South 160th and 1st Avenue South).

We request that preventative and remedial measures be taken immediately to stop the siltation of Miller Creek, as the soil is being washed through drainage channels that lead to the Creek and its tributaries. A culvert crossing under First Avenue South, near the Datsun Dealer 16042 1st Avenue South, and emptying into Miller Creek is running high with silt. It is evident that such siltation is originating on the commercial development site between South 156th and South 160th and structural revision site at Albertson's Food Market, north of 160th.

Please let us know what measures were required of these builders under their permits and what additional measures will be imposed to correct this situation.

Sincerely,

Margaret C. Lane
Margaret C. Lane
City Manager

cc: Mr. and Mrs. Phillip Pincha, 1100 SW Eastbrook Drive
Mr. and Mrs. Willis Kludt, 17529 13th SW
Mr. and Mrs. William Hall, 17522 13th SW
Normandy Park Community Club, Inc., P.O. Box 66003, Burien, WA 98166



King County State of Washington
John D. Spellman, County Executive

Department of Public Works

James W. Guenther, Director
900 King County Administration Building
500 Fourth Avenue
Seattle, Washington 98104

Telephone: (206) 344-2517

Handwritten initials and signature:
A large handwritten 'K' is at the top right.
Below it, a smaller handwritten 'f' is visible.
At the bottom right, there is a handwritten signature that appears to be 'B. Baker'.

March 17, 1980

Margaret Lane, City Manager
City of Normandy Park
240 SW 200th Street
Normandy Park, WA 98166

re: SILTATION IN MILLER CREEK

Thank you for your letter of February 12, 1980, expressing concern over siltation occurring in Miller Creek.

As you point out, there are several commercial construction sites between South 150th Street and South 160th Street on First Avenue South. We have inspected these sites and find that temporary erosion control measures are in effect. However, some erosion is present along the east margin of First Avenue South. Our inspector has contacted the contractors involved and directed them to take appropriate corrective action.

We will continue to monitor the construction sites to insure compliance with the temporary erosion control measures.

A handwritten signature in cursive script, reading 'R. W. Gingrich'.

R. W. GINGRICH
Manager
Contract Management & Inspection Section

RWG/JDA/hrb

cc: Norm Johnson, Commercial Inspector
Whittaker, Coordinator

MEMORANDUM

Date May 9, 1980

To Dave Aggerholm
From Sandy Adams *SA*
Subject Miller Creek

The problems surrounding Miller Creek have been with King County far longer than you and I, however, it periodically jumps up into focus.

Jeannie Masters, Community Assistant to Councilman Paul Barden, was in my office today regarding this subject. The City of Normandy Park had sent a letter to the Building Department in February expressing the concerns of the City of Normandy Park with reference to siltation in Miller Creek as a result of "extensive development in and near Five Corners" (South 160th and 1st Avenue South). They were requesting that measures be taken immediately to stop the siltation in this area. Jeannie did not have a copy of any reply from the Building Department to the City, but brought the letter which I have attached, along with some pictures to illustrate the complaint of one of her constituents. A Mr. Bill Hall, who owns Hall Realty - 15608 1st Ave. South, phone number 243-3793, is making the same request as was the City of Normandy Park, i.e., he maintains that building in the area of Five Corners is creating extensive siltation in Miller Creek. He has requested through Paul Barden that Jim Guenther, you, Ed Sand and himself meet to discuss this matter.

I suggested to Jeannie that it would be much better for us to get together all of the background information on where we are with Miller Creek, including the court injunction which I believe still exists in that area to see whether or not anything could be done. Dave, it is my hunch that a meeting with this gentleman might not be productive and I would like to have you assign someone to prepare some background material for me to discuss with Jeannie, in the hopes that we can avoid a field trip. Jeannie is also giving this information to Ed Sand in the Building Department for his comments regarding BALD's involvement with building codes, etc.

Please have some sort of answer for me by May 12th.

SA:cp
cc: J. Guenther

A reminder to...

REC'D

MEMORANDUM

BUILDING AND LAND DEVELOPMENT DIVISION

Edward B. Sand, Manager

450 King County Administration Building

Seattle, Washington 98104

344 - 2590

1980 MAY 1
KING COUNTY
DEPARTMENT OF PUBLIC WORKS

Date: May 13, 1980
To: Jeanne Masters, Administrative Assistant

From: Edward B. Sand, Manager *ES*
Subject: Siltation in Miller Creek

We didn't answer Margaret Lane's letter of February 12, but worked with Hydraulics and they answered (copy attached).

My inspectors feel this problem has been solved as does Mrs. Pincha. Hydraulics handles this type of problem. Sandy Adams will be contacting you.

EBS:mjw

cc: Hydraulics

Attachment

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

*to
Briden*

To: Jim Guenther

Date: May 21, 19 80

From: Dave Aggerholm

Subject: Miller Creek

As you know Miller Creek is a continuing problem. It has just come to my attention that we have a \$60,000 balance in the Miller Creek CIP account. I'd like to move ahead with some aggressive action. Let's discuss.

DA:bjs

cc: SWM Team

✓ Sandy Adams

RECEIVED

Multi Creek

KING COUNTY
DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

DEPARTMENT OF PUBLIC WORKS

Date: May 21, 1980

To: Dick Hice

From: Dave Aggerholm

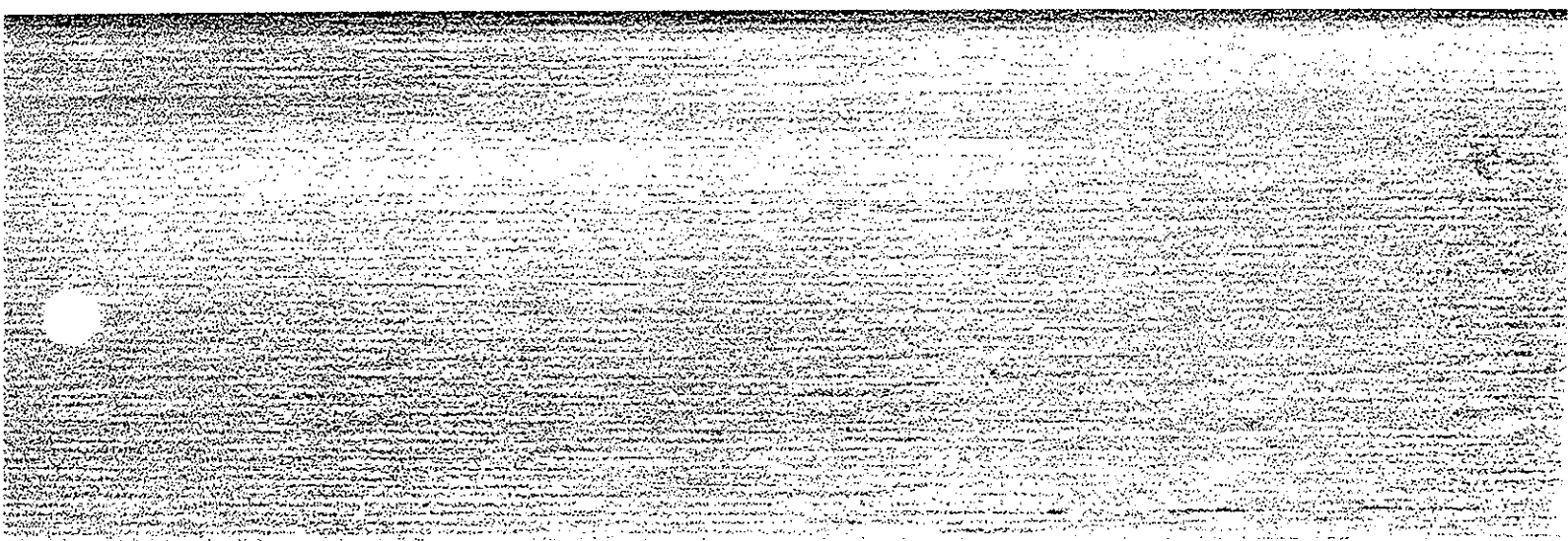
Subject: Comprehensive Flood Control Plan

See Attached. The plan was developed in 1964 and is completely out-dated. I want to officially KILL IT. I'm not sure how to do it administratively. Does the death certificate have to be signed/issued by anyone but me? Who needs to get it? Etc. Can you help?

DA:bjs
Attachment

cc: Guenther

*Now -
I suspect old ~~was~~ will be killed when
new is developed and in place!*



KING COUNTY
DEPARTMENT OF PUBLIC WORKS
RECEIVED
MEMORANDUM

100 MAY 22 AM 9 56

To: Jim Guenther

Date: May 21, 19 80

From: Dave Aggerholm

KING COUNTY
DEPARTMENT OF PUBLIC WORKS

Subject: Miller Creek

As you know Miller Creek is a continuing problem. It has just come to my attention that we have a \$60,000 balance in the Miller Creek CIP account. I'd like to move ahead with some aggressive action. Let's discuss.

DA:bjs
cc: SWM Team
Sandy Adams

Copy - ~~the~~ Next meeting soon enough.

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: Jim Guenther

850 MAY 22 AM 9:56
Date: May 21,

19 80

From: Dave Aggerholm

KING COUNTY
DEPARTMENT OF PUBLIC WORKS

Subject: 208 Grants

Today METRO called to say they want FY 1981 208 proposals by Friday. Donovan has informed them that we are now the 208 lead office for King County. I don't have any ideas at the moment except to reactivate the SWM Public Participation grant we lost last year. Do you have any?

DA:bjs

*Be imaginative, maybe we can supplement some
of our current funds under new program titles
Yes on Public Participation - Next meeting
if soon enough.*

KING COUNTY
DEPARTMENT OF PUBLIC WORKS
MEMORANDUM

To: Sandy Adams

Date: May 28, 19 80

From: Dave Aggerholm

Subject: Miller Creek

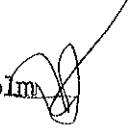
I'm afraid we only responded to Hall's problem after all this time!! On the siltation problem, Ed says he could write an analysis based on his field visit, but he says he didn't see evidence of serious siltation and Hall didn't mention it. The problem might be cleaned up since February but we can pursue it further immediately if you want.

DA:bjs
Attachment

MEMORANDUM

Date May 28, 1980

To Sandy Adams

From Dave Aggerholm 

Subject W.C. Hall - Flooding on Miller Creek Complaint

The meeting started in Mr. Hall's Real Estate office at 1 p.m. on Wednesday, May 21, 1980. The office is located at 15806 - 1st Ave. S., about 4 blocks north of Five Corners junction. This is one of the most heavily developed areas in the Miller Creek drainage basin. The surrounding area is almost all impervious surface, buildings and asphalt parking lots.

Mr. Hall's main concern was the imminent flooding of his residence at 17522 13th S.W. where he has resided since 1960. Therefore, from Mr. Hall's office we drove to his residence where Mr. Hall proceeded to show me the channel, flood plain and erosion problem areas of Miller Creek as it crossed his property. Mr. Hall explained to me how the creek had increased in size, changed locations and caused much erosion of the channel banks on surrounding property as well as on his own.

The channel of Miller Creek in this area is a shallow one, about 2 or 3 feet deep and varies in width from 10 feet to 25 feet. Mr. Hall's house is located about 2 or 3 feet laterally from the top of bank of the channel, with the house footing (bottom of siding) about 12 to 15 inches above the ground level of the bank. The December 1979 storms caused a very heavy runoff in the Miller Creek drainage basin area with overtopping of the channel and flooding occurring along much of the creek. The flooding came within several inches of the bottom of the siding on Mr. Hall's house. The two foot-bridges downstream of the house were awash and were moved from their original locations. The flood waters flowed on 2 sides of the house, back and side closest to the stream. If there is an increase in the amount of runoff, or more build-up of obstructions downstream of the house, the result could be flooding of the house. There are several things that can be done to protect the house from flooding in the future. One is to control the peak rate of runoff in the creek to existing quantities. This can be accomplished by retention/detention studies and enforcement for the entire drainage basin.

Improvement of channel capacity of the creek where it crosses Mr. Hall's property could also alleviate future flooding problems. The first step would be to improve the actual creek channel from the house down to about the bridge crossing the stream at S.W. 175th Pl. From the bridge downstream the channel appears to have sufficient capacity to handle the present flow plus some increase in runoff quantities. Another method would be to remove the obstructions in the flood plain downstream of the house. This would include either removing the foot-bridges or raising them out of the flood plain and to remove all other obstructions, trees, shrubs and miscellaneous items lying around. However, the area being flooded is private property and the County cannot do any work to improve the capacity of Miller Creek in this area.

If you have any questions, please contact Ed Andrusky on ext. 4034.

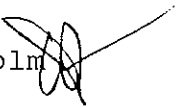
EMA/dk

King County
Dept. of Public Works

MEMORANDUM

Date May 29, 1980

To Jim Guenther

From Dave Aggerholm 

Subject Miller Creek

As I noted to you in my memo of May 21, we have \$60,000 in the CIP budget (since at least 1975) to respond to the lawsuit requirements (essentially to develop a Basin Plan). I have looked into the situation some and find that some modeling and data collection was begun and a lot of other miscellaneous study efforts have been conducted in the area for various purposes. I feel that we should move on this now, at least to the point of sorting out where we are and where we need to go to meet the requirements of the suit and, more important, the needs of the Basin. Armed with this information we can move forward with the money we have or request an additional sum in the '81 CIP budget. As a first step I propose we use some of the funds (perhaps \$1,000 - \$2,000) to hire a local consultant named Marty Harper who evidently did most of the early work, who is very familiar with the area and who is very highly regarded technically. He could fit all of the existing pieces together for us, tell us where we are and recommend the next steps and costs. (In effect, a work plan.) I don't feel my people can do it and I just don't think we should sit on the problem or the money any longer. I'm surprised we haven't been called on it yet.

A spinoff of moving to complete a Miller Creek Plan would be that it would provide another Basin "qualified" for early utility activity. In this regard, as I see it, Juanita, May and possibly Boeing Creeks are basically ready now (although the Boeing Creek Study might need some fine tuning).

Let's discuss!

DA:bjs

cc: ~~Sandy~~ Adams

King County
Dept. of Public Works

MEMORANDUM

Date June 9, 1980

To Dave Aggerholm
From Sandy Adams *SA*
Subject Miller Creek

Following our discussion with Jim Guenther regarding the subject basin, it is my understanding that you will proceed with an investigation to hire Marty Harper to do some research. His research would include a recommendation as to what we can do from here and what it may cost.

I have explained this to Jeannie Masters from Councilman Barden's Office and have sent her a copy of your memo to me regarding the Andrusky/Hall Meeting.

Please be sure to keep me informed of your progress with Mr. Harper and any schedules that are developed from your conversation with him.

SA:cp
cc: J. Guenther

KC Publications - Director - Subject Complaints

RG-104.1

Series 489

Folder 47 "Miller Creek 1/1/1980 - 12/31/1980"

King County
Dept. of Public Works

MEMORANDUM

Date June 17, 1980

Miller Creek

To Charles Kohler, Manager, Purchasing Section
From David A. Aggerholm, Manager, Hydraulics Division
Subject Proposed Consulting Services

Attached find memo from James W. Guenther dated June 16, 1980, Subject: Request for Waiver of Bidding Procedures. Also find attached a Scope of Work Statement for the proposed work.

I have been in contact with Mr. Marty Harper of the firm Harper-Owes of Seattle regarding the needed work. I find that Mr. Harper is uniquely qualified to perform the necessary tasks within the required time frame in that: a) he is a skilled and experienced basin planner; b) he is intimately familiar with the Miller Creek basin and many of its residents, having conducted a variety of planning studies within and adjacent to the basin (including some of the initial basin study work itself) and c) he is well acquainted with County surface water and basin planning policies, procedures and personnel.

Contingent on CAO approval of waiver of advertising requirements, please take necessary procedural steps to move this action forward and/or advise us of our responsibilities. Gloria McNeely at x2585 is our contact on this project.

DAA:bjs
cc: Guenther
 ✓ Adams
 McNeely

Attachments

MEETING MEMO

*John I. Goffe
return to
5A
Miller Creek*

To: SLA/JW ←

From: Jan Klippert

Subject: ~~Community~~ Meeting w/ MARTY HARPER → MILLER CREEK

Name of Community Group: DPW + Consultant

Location H₂O Conference Room

Dept. of Public Works person attending Telephone _____

J Klippert Telephone _____

L. Gibbons Telephone _____

Community Contact Person _____ Telephone _____

Date of Meeting 7/10/80

General Topic:

Miller Creek - status of creek, studies & activities in drainage basin

Recently representatives of the Department of Public Works attended the above-referenced meeting. A summary of that meeting follows.

Larry & I summarized projects in drainage basin; roads, hydraulic WSPOT, Marty outlined Port clear zone project.

Harper's report will

- 1. Summarize activities in Basin (Lora Lake, 4SW, SW116, 2SW, etc)*
- 2. Identify recognized trouble areas (5 corners, SW130, 6SW & SW142 etc)*
- 3. Suggest projects that could be undertaken w/ \$60,000.*
- 4. Identify additional information needed*
- 5. Suggest a course of action for further program.*

*cc. Gibbons
Aggerholm*

MEMORANDUM

Date FEB 9 1981

To Dave Aggerholm
From Larry Gibbons
Subject MILLER CREEK PLAN AND STUDY

READING COPY

Before starting ^{our} a proposed work as identified in ^{our} a 1981 program for Miller Creek I wanted to meet with Donovan Tracey and his staff to discuss further our proposed action. Therefore, on January 30, 1981, the following people met in Donovan Tracey's office to discuss the Miller Creek Study:

Donovan Tracey
Bill Eckel
Ray Connor
Don Wood
Larry Gibbons

After reviewing ^{our} proposed 1981 work program and ^{the} a plan of study proposed by Marty Harper we came up with the following course of action.

1. The Miller Creek gage which has been functioning for at least five years should be re-calibrated.
2. Don Wood, Ray Connor, would review the status of the Miller Creek Study and determine how much effort would be required to complete the SWM model for Miller Creek. Donovan stated that they had approximately \$5,000 for computer work that may be used. Also, he suggested using Charlie Tang on a retainer.
3. Review the proposed Port of Seattle plans for renovation of the area north of Sea-Tac airport.
4. Provide necessary coordination for the Salmon's enhancement program for Miller Creek which is starting to get under way.
5. Look at correcting some isolated problem areas.
6. Look at wetland acquisition for regional type detention facilities.

After identifying the above mentioned items we discussed how much more time it would take to possibly run a program for the HSPF model. However, Ray mentioned that they have not run one program yet on that model and that there would be a lot of experimental time ~~prior~~ to develop and get the model running for Miller Creek. Therefore, that does not appear to be a good alternative for Miller Creek at this time. Also, we discussed the need to continue the effort in the Miller Creek basin which is basically dependent on the formation of the County Utility. If this is done then next year it would then be advisable to develop a three year program to implement a lot of these solutions which are necessary to correct the drainage problems in the Miller Creek basin.

LRG:njm

KING COUNTY ARCHIVES

King County Commissioner Resolutions

Series 124

Box 134

Folder No. 33865-33894

File No. 33872

Resolution No. 31598 "Directing Improvement of Miller Creek Storm
Drainage Planning Job 4-1-765-465-65

File No. 31598

Before the
Board of County Commissioners
of King County, Washington

SUBJECT:

*Directing Improvement -
Miller Creek Storm
Drainage Planning
Job H-1765-465-65*

ACTION:

approved

March 21, 1966

Ent. Com'rs. Record, Vol. 11 Page 732

*And (3)
E-728 (3)
J.*

PROJECT RESOLUTION

No. 31598

BE IT RESOLVED that the following described project be undertaken in accordance with the provisions as set forth in Chapter 86.12 R.C.W., as amended.

PROJECT NO. 4-1 765-465-66
NAME MILLER CREEK STORM DRAINAGE PLANNING
COMMISSIONER'S DISTRICT NO. 2
LOCATION Miller Creek Watershed
NATURE OF WORK Preparation of Storm Drainage Plan
WORK TO BE DONE BY Minish, Webb and Associates

ESTIMATE OF COST:
(10) Engineering Agreement \$8,500.00

BE IT FURTHER RESOLVED that the sum of \$8,500.00 or so much thereof as may be necessary to complete the above work be, and the same is hereby appropriated from funds accruing to RIVER & FLOOD CONTROL CONSTRUCTION FUND 1961.

PASSED this 21st day of March 1966

BOARD OF COUNTY COMMISSIONERS
KING COUNTY, WASHINGTON
Scott Wallace
Chairman
Bob Morris
Commissioner
John T. O'Brien
Commissioner

ATTEST:
ROBERT A. MORRIS
Clerk of the Board
By *Ralph R. Stender*
Deputy
WCG
JBF:rg
3/14/66

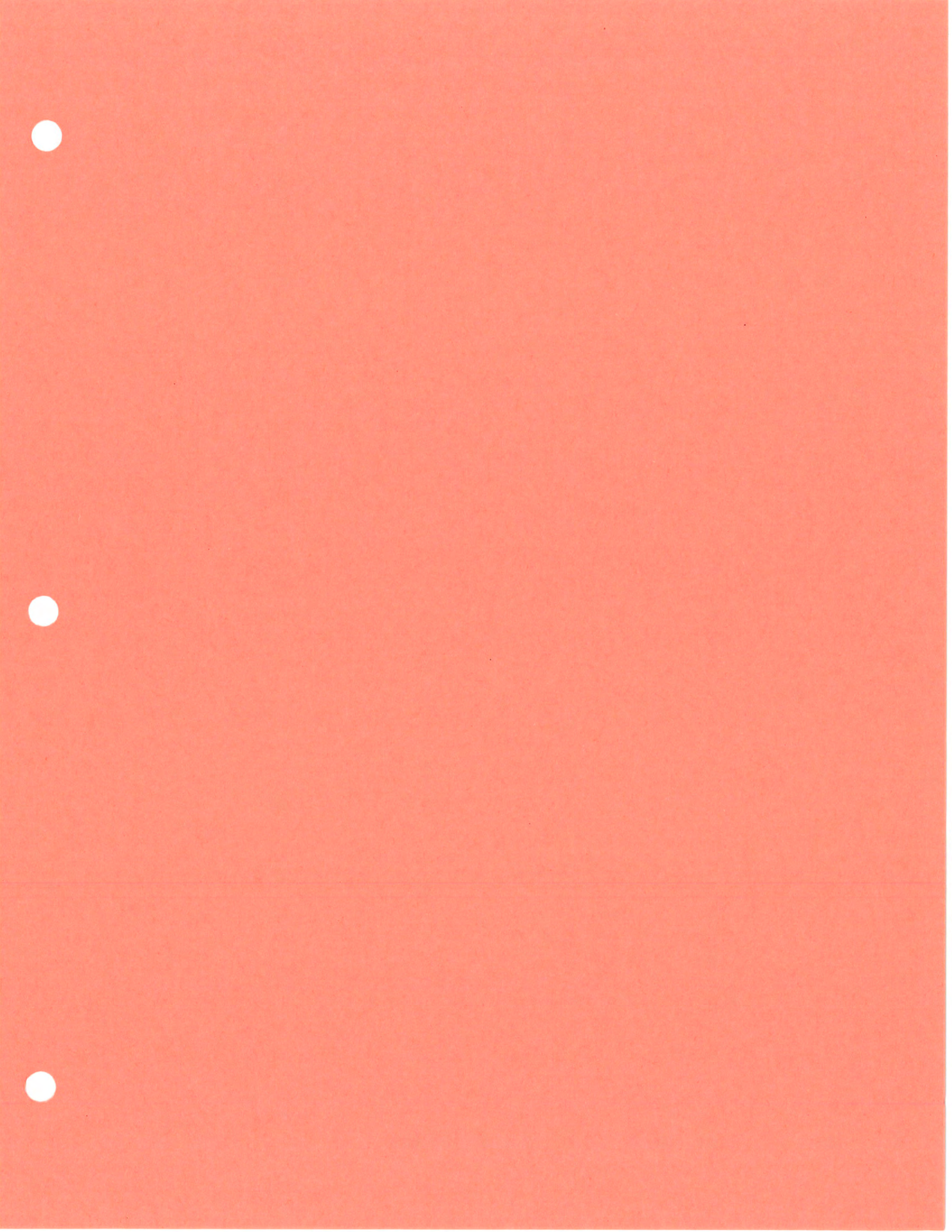
KCC Resolutions

Series 124

Box 124

Folder 31590-31529

File No. 31598 "Prep of storm drainage plan"



File No. 33872

Before the
Board of County Commissioners
of King County, Washington

SUBJECT:

Directing Improvement -

Miller Creek Drainage Study
CR/W&E 12-67S

\$15,000.00

ACTION:

Approved

July 10, 1967

Ent. Com'rs. Record, Vol. 16 Page 639

*Aud. (3)
Eng. (3) w/est
Jill*

R E S O L U T I O N

NO. 33872

BE IT RESOLVED that the following described project be improved under Chapter 187, Laws of 1937, as amended.

PROJECT NO. CR/W & E 12-67S

NAME: Miller Creek Drainage Study (SW 177th Street at Puget Sound to South 138th Street)

COMMISSIONER'S DISTRICT NO. 2

LOCATION: Section 36, Township 23 North, Range 3 East, W.M.
Sections 31, 30, 29, 20, 17; Township 23 North, Range 4 East, W.M.

NATURE OF WORK: Preliminary engineering plans and survey for study and future construction. NOTE: Aerial survey and some study done under R/W & E 6-67S.

APPROXIMATE LENGTH: 5.5 Miles

WORK TO BE DONE BY: County Forces

ESTIMATE OF COST:

| | |
|--------------------------------|--------------------|
| Labor and Material | <u>\$12,100.00</u> |
| R/W & E 6-67S Transfer & Close | <u>2,900.00</u> |

TOTAL \$15,000.00

BE IT FURTHER RESOLVED THAT THE SUM OF \$15,000.00 or so much thereof as may be necessary to complete the above work be, and the same is hereby appropriated from funds accruing to the credit of King County Road Fund under Chapter 187, Laws of 1937, as amended.

Passed this 10th day of July 1967.

BOARD OF COUNTY COMMISSIONERS
KING COUNTY, WASHINGTON

John T. O'Brien
Chairman

Ed Munro
Commissioner

[Signature]
Commissioner

ATTEST:
ROBERT A. MORRIS
Clerk of the Board

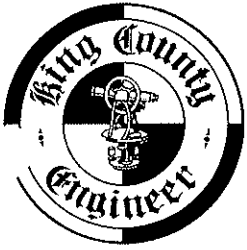
By *Ralph R. Stender*
Deputy

JLD/RCE:ld
6-30-'67

Date June 1967 Name Miller Creek Drainage Study
 District No. 2 SW 177th Street at Puget Sound to South 138th Street ESTIMATE OF COST
 Approximate Length 5.5 miles Section 36 T 23 N.R. 3 E.W.M. Project No. CR/W & E 12-67S
 31, 30, 29, 20, 17, 23 Section 4 I. N.R. 4 E.W.M.

| QUANTITY | Code | UNIT | ITEM | UNIT COST | AMOUNT | ESTIMATED DATE OF | | ITEM | UNIT COST | AMOUNT |
|----------|------|----------|---------------------------------|-----------|--------|-------------------|----------------|--|---------------|-------------|
| | | | | | | COMMENCING WORK | COMPLETED WORK | | | |
| 1 | | Lump Sum | Clearing, Grubbing, Brushing | | | | IMMEDIATELY | | | |
| 2 | | Miles | Mowing | | | | | Misc. Foreman Overhead | | |
| 3 | | Miles | Spraying | | | | | Engineering—Survey and Plans | | \$12,100.00 |
| 4 | | Cu. Yds. | Common Excavation | | | | | Engineering—Const., Mite., Inspections | | |
| 5 | | Cu. Yds. | Unsuitable Excavation | | | | | Contract Encumbrance | | |
| 6 | | Cu. Yds. | Ditch Excavation | | | | | Contract Payments | | |
| 7 | | Cu. Yds. | Structure Excavation | | | | | Right-of-Way | | |
| 8 | | Cu. Yds. | Common Borrow | | | | | Other | | |
| 9 | | Cu. Yds. | Gravel Base | | | | | Sweeping | | |
| 10 | | Cu. Yds. | Base Course, Crushed Rock | | | | | | | |
| 11 | | Cu. Yds. | Top Course, Crushed Rock | | | | | | | |
| 12 | | Cu. Yds. | Cover Rock | | | | | | | |
| 13 | | Cu. Yds. | Seal Rock | | | | | | | |
| 14 | | Miles | Ditching, Shouldering, Drainage | | | | | | | |
| 15 | | | Storm Drainage | | | | | | | |
| 16 | | Tons | Bit. Plant Mix | | | | | 41 (R/W & E 6-67S) | | |
| 17 | | Tons | Asphalt Cement | | | | | Pacific Aerial Photo | | 2,900.00 |
| 18 | | Tons | Asphalt Cement—Rubber | | | | | Transfer & Close) | | |
| 19 | | Miles | Roadway Preparation | | | | | | | |
| 20 | | | Erosion Control | | | | | | | |
| 21 | | | Concrete | | | | | | | |
| 22 | | M. B. M. | Treated Timber and Piling | | | | | | | |
| 23 | | Sq. Yds. | Stabilized Base | | | | | | | |
| 24 | | Lin. Ft. | Curbing | | | | | | | |
| 25 | | | Roadside Development (Walkways) | | | | | | | |
| 26 | | | Flagging and Barricades | | | | | | | |
| 27 | | | Dust Oil | | | | | | | |
| 28 | | | Joint Pouring | | | | | | | |
| 29 | | | Bridges | | | | | | | |
| 30 | | | Buildings | | | | | | | |
| 31 | | | Signs | | | | | | | |
| 32 | | | Signals | | | | | | | |
| 33 | | Miles | Pavement Markings | | | | | | | |
| 34 | | | Advertising | | | | | | | |
| | | | | | | | | | COUNTY TOTALS | \$15,000.00 |

By J. L. DeSPAIN
 KING COUNTY ROAD ENGINEER
 By JOHN T. O'BRIEN
 BOARD OF COUNTY COMMISSIONERS — CHAIRMAN



OFFICE OF KING COUNTY ENGINEER

STATE OF WASHINGTON

JEAN L. DeSPAIN
COUNTY ENGINEER

ROOM 400 KING COUNTY COURTHOUSE / SEATTLE, WASHINGTON 98104

17

BOARD OF
COUNTY COMMISSIONERS

JOHN T. O'BRIEN
FIRST DISTRICT
ED MUNRO
SECOND DISTRICT
JOHN D. SPELLMAN
THIRD DISTRICT

June 30, 1987

1987 JUL 5 AM 9:04
RECEIVED
RALPH R. STENDER
DEPUTY CLERK OF BOARD
COUNTY COMMISSIONERS

Honorable Board of County
Commissioners
B U I L D I N G

Re: CR/W & E 12-67S
Amount - \$15,000.00

Gentlemen:

We submit herewith for your approval Resolution and Estimate of Cost for the Miller Creek Drainage Study, SW 177th Street at Puget Sound to South 138th Street in Road District No. 2.

Very truly yours,

J. L. DeSPAIN
County Engineer

By *A J Coffelt*

JLD/RCB:ld



King County Commissioner Resolutions

33790-33979 6/19/1967-8/7/1967

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A Policy and Conceptual Design for the Miller Creek Drainage Basin

By James Thebaut

1972 Senior Thesis, UW

51721

A POLICY AND CONCEPTUAL DESIGN FOR THE
MILLER CREEK DRAINAGE BASIN

by

JAMES THEBAUT

A senior thesis submitted in partial satisfaction

of the requirements for the degree of

BACHELOR OF LANDSCAPE ARCHITECTURE

UNIVERSITY OF WASHINGTON

DEPARTMENT OF LANDSCAPE ARCHITECTURE

1972

L. J. J.

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CHAPTER II

The Miller Creek Drainage Basin is a part of the Cedar-Green Basin which is located in the Highline area in southwest King County, Washington. Seattle city limits borders the Highline area to the north, on the west is the Puget Sound, and on the south is 252nd Street. The Highline area eastern border is mainly along 35th Avenue South, but at times the boundary extends as far east as 54th Avenue South. Normandy Park is the only incorporated city in the Miller Creek Drainage Basin.¹ The total drainage area of the Miller Creek drainage basin is approximately 5,250 acres. The northern extremity of Miller Creek stream flow is south 124th Street at Arbor Lake and the southern extremity is the Puget Sound at Normandy Park. The natural source of water before population or man-made changes existed in the area was precipitation, groundwater flow and natural runoff. The estimated peak flow of Miller Creek was 180 cubic feet per second (cfs).²

The soils within the Miller Creek Drainage Basin result from the Fraser Glaciation of the Puget Lobe. Basal Till, Allation Till, Glacial Outwash, and Lacustrine deposits evolved.³

¹Highline Your Community. (The League of Women Voters of Highline: Seahurst, 1966), p. 1.

²Mark G. Reese, Consulting Engineer, Miller Creek Stream-Flow at 13th Avenue, S. W., Normandy Park. File No. 70-23 (Kirkland: P. O. Box 482, 1970).

³Dale W. Cole, Glacial Geology of the Puget Lowland (College of Rest Resources: University of Washington).

Till is "the deposition of unsorted material which has been carried by the glacier and deposited." Basal Till is eroded rock which was "overridden" and compacted by the advancing glacier. The non-compacted deposition of unsorted sediment is Ablation Till.⁴

Outwash is sediment deposited by the rivers which carried the material eroded by the glacier. Lacustrine deposits are "lake bottom sediments" which "often contain the silts and clay which would not have settled out in the fast moving rivers, but do so in the still lake." Esperance sand and Lawton clay compose the Lacustrine deposit.⁵

"Each soil is strikingly different in its properties." Soil is a function of some parameters of the environment. All factors are interrelated. Time, weathering, climate, organisms and topography interrelated within the environment establish each soil.⁶

The soils within the Miller Creek Drainage Basin are Glacial Outwash soils, Alderwood Series, Norma Series, and Lacustrine soils.

The climate of the Miller Creek Drainage Basin is influenced by "terrain, position and intensity of the high and low pressure systems over the North Pacific, and westerly winds

⁴Ibid.

⁵Ibid.

⁶Dale W. Cole, "Lecture on Soils." (College of Forest Resources: University of Washington).

as well as distance and direction from the ocean."⁷

Because most of the air masses that reach the Puget Sound area originate over the Pacific Ocean, the climate of the area is predominantly a mid-latitude, west coast, marine type. The maritime air has a moderating influence in both winter and summer; it produces a well-defined rainy season in winter and a dry season in summer. Only occasionally does dry continental air from the north or east reach Puget Sound.⁸

Average monthly and annual precipitation, in inches, at weather station - Seattle-Tacoma International Airport:

| Elevation Ft. | Period of Record | Jan | Feb | Mar | Apr | May | June | July |
|------------------|------------------------|------|------|------|--------|--------------|------|------|
| 386 | 1945-60 | 5.37 | 4.24 | 3.79 | 2.40 | 1.73 | 1.58 | .81 |
| Aug | Sep | Oct | Nov | Dec | Annual | | | |
| .95 | 2.05 | 4.02 | 5.35 | 6.29 | 38.94 | ⁹ | | |

Maritime air reaching the Washington coast in late fall and winter is moist, and its temperature is near that of the ocean's surface. Orographic lifting and cooling as air masses move inland result in persistent cloudiness and widespread precipitation patterns in the Puget Sound Area. Precipitation is light in summer, increasing in fall, reaching a peak in winter, then decreasing in spring. Normally, a slight increase in precipitation in May and June is followed by a sharp drop near the first of July.¹⁰

⁷Comprehensive Study of Water and Related Land Resources, Puget Sound and Adjacent Waters, State of Washington, Appendix III, Hydrology and Natural Environment (Puget Sound Task Force of the Pacific Northwest River Basins Commission, 1970), p. 9.

⁸Ibid.

⁹Ibid.

¹⁰Ibid., p. 11.

During the warmest summer months, afternoon temperatures over the San Juan Islands and along the Sound are in the lower 70's, increasing in the upper 70's near the foothills, then decreasing into the 60's in the mountains. Temperatures reach 85°F to 90°F on 5 to 15 days per year, and extremes of 95°F to 100°F have been recorded in most of the lower valleys. The highest temperatures and lowest relative humidity accompany dry easterly winds, which seldom persist longer than 3 to 5 days. Minimum temperatures during the summer are in the 50's¹¹ over the lowlands and in the 40's in the mountains.

In winter, afternoon temperatures over the lowlands range from upper 30's to mid-40's and minimums from upper 20's to mid-30's. Below freezing temperatures are recorded on 30 to 90 nights per year, depending on air drainage, distance from the Sound, and altitude.¹²

The coldest weather occurs when the Pacific Northwest is under the influence¹³ of continental, rather than maritime, air masses.

The longest frost free period, 180 to 220 days, is on the San Juan Islands and elsewhere near the Sound. The shortest, 145 to 175 days, is in valleys separated from the Sound by ridges, and in the foothills. The average date of the last freezing temperature in the spring is mid-April near the Sound and mid-May or later in the colder valleys. The average date of the first freezing temperature in the fall occurs late in October near the Sound and the last of September in colder valleys.¹⁴

Dates in the spring and fall when freezing temperatures have a 10-percent and a 90-percent chance of occurring. Recorded at Seattle-Tacoma International Airport:

| <u>10-percent chance</u> | <u>90-percent chance</u> | <u>10-percent chance</u> | <u>90-percent chance</u> |
|--|------------------------------|------------------------------|------------------------------|
| May 4 | Mar 15 | Oct 10 | Nov 25 |
| Mean length of growing season (days) | | | |
| <u>207</u> | | | |
| 15 | | | |

¹¹Ibid., p. 17.

¹²Ibid. ¹³Ibid., p. 21. ¹⁴Ibid. ¹⁵Ibid.

Ranges of mountains to the east and west, and low level passages between Puget Sound and the ocean, result in a unique wind pattern In general, the prevailing direction of the wind is from the south or southwest in winter and from the west or northwest in summer.¹⁶

During the winter, the combined influence of low pressure systems off the coast and outbreaks of cold air through the Fraser River Valley produce strong northeasterly winds over the northern counties, the San Juan Islands, and through the Strait of Juan de Fuca. Occasionally, the northeasterly winds are felt over the entire Puget Sound Area. It is not unusual to have strong southeasterly winds over southern Puget Sound while strong northeasterly winds are reported over the northern Sound and through the Strait of Juan de Fuca. In summer, winds are light. On most afternoons, a northerly or westerly breeze develops over the water and lowlands.

Extreme wind velocities 30 feet above the ground can be expected to exceed 55 mph once in about 2 years,¹⁸ 90 mph once in 50 years, and 100 mph once in 100 years.

Mr. Doug Bellingham, Regional Game Biologist, Washington State Department of Game, states that prior to urbanization the majority of the wildlife in the Cascades would have been located in the Miller Creek Drainage Basin. This would include cougar, wolves, Black Bear, and deer.¹⁹

The Puget Sound Task Force of the Pacific Northwest River Basins Commission, 1970, Appendix XI, Fish and Wildlife, states:

The Cedar-Green Basins demonstrate the extreme effect of urban and industrial development on wildlife. The area in its natural state had a high

¹⁶Ibid., p. 23.

¹⁷Ibid.

¹⁸Ibid.

¹⁹Interview with Mr. Doug Bellingham, Regional Game Biologist, Washington State Department of Game, May 1, 1972.

wildlife potential due to an abundance of natural water areas and mild climate, but extensive home and industrial site development necessary to accommodate over a million people has greatly reduced wildlife habitat.²⁰

Barbara L. Trunkey, resident at 1229 S. W. 174th, Seattle, Washington, Mr. Harry Dennis, resident at 1100 S. W. Eastbrook Road, and Mr. Zachary Price, resident at 17021 - 11th Place S. W., were consulted regarding the mammals, birds, and vegetation in the Miller Creek Drainage Basin. The greatest density of wildlife and vegetation is located in the Normandy Park region of the Miller Creek Drainage Basin. The mammals identified were raccoons, mountain beaver, ground squirrel, chipmunk, rabbit, mice, wood rat, and shrew. The birds identified were Dove, Pileated Woodpecker, Flicker, Hawk, Goldfinch, House Sparrow, Blue Jay, Steller's Jay, Chickadee, Cowbird, Quail, Pheasant, Duck, Starling, Hummingbird, Robin, Crane, Great Blue Heron, Towhee, Crow, Blackbird, Owl, Thrush, and Snipe.

The vegetation in the Miller Creek Drainage Basin identified by Barbara Trunkey, Mr. Harry Dennis and Mr. Zachary Price were Madrona, Ash, Willow, Alder, Hemlock, Douglas Fir, Big Leaf Maple, Western Red Cedar, Dogwood, Salal, Trillium, Blackberry, Blueberry, Bunchberry, Bleeding Heart, Raspberry,

²⁰Comprehensive Study of Water and Related Land Resources, Puget Sound and Adjacent Waters, State of Washington, Appendix XI, Fish and Wildlife (Puget Sound Task Force of the Pacific Northwest River Basins Commission, 1970), p. 9-28.

Horsetail, Foxglove, Honeysuckle, Snowberry, Lily,
and Sword Fern.²¹

On March 30, 1970, "a stream evaluation survey" was performed by Jim Ames, Washington State Department of Fisheries. The survey covered "the upper watershed of Miller Creek in King County."

Mr. Ames states:

The physical configuration of upper Miller Creek is typical of many of Puget Sound's better low-land coho streams. This stream, however, has experienced more residential expansion than most. The residential and commercial growth of Burien and Des Moines plus construction of necessary access roads to these communities has had great impact on Miller Creek. Stream conditions necessary to adequately support spawning and rearing of coho were virtually non-existent in those areas checked above First Avenue South.

The factor contributing most to the stream's deterioration is the excessive amount of fines in the bottom material. In the stream observed, sand and silt made up between 70 and 100 percent of the bottom composition. This condition is so acute that successful spawning is virtually impossible, and it is highly probable that production of sufficient food organisms for juvenile salmonids does not occur.

Other major limiting factors are present on Miller Creek in the form of: 1) an impassible culvert just above First Avenue South, 2) an impassible six foot falls just above 160th Street, 3) two freeway construction projects currently in progress just across the stream, 4) extensive channelization and rip-rapping through residential areas, and 5) elimination of stream bank cover in many areas. Miller Creek provides an excellent example of nearly total deterioration of a stream that was probably, at one time, a fine coho producer.

²¹ Interview with Barbara L. Trunkey, resident at 1229 S. W. 174th, Seattle, Washington, Mr. Harry Dennis, resident at 1100 S. W. Eastbrook Road, Seattle, Washington, and Mr. Zachary Price, resident at 17021 - 11th Place S. W., Seattle, Washington, April 1, 1972.

Miller Creek does offer salmon production potential. However, to achieve this it will be necessary to perform some major stream rehabilitation projects. The following procedures would have to be an integral part of any rehabilitation of this stream.

- 1) Locate the sources of the sand and silt, and eliminate the introduction to the stream.
- 2) Remove the excess sand and silt that now exists in the bottom material. Replace spawning gravel if necessary.
- 3) Eliminate the two barriers to fish migration.
- 4) Provide stream bank cover in the upper watershed.
- 5) Provide streambed controls where necessary.
- 6) Eliminate direct storm drain introduction.
- 7) Co-ordinate present and future construction projects with fish habitat needs.

It is estimated that upper Miller Creek could sustain an annual spawning escapement of between 500 and 1,000 adult coho. In its present condition, however, no fish should be planted in the stream.

Anadromous fish are now virtually extinct in upper Miller Creek due almost entirely to lack of total planning for man's activities in the watershed. With proper direction, this would not have happened. Perhaps the greatest value of Miller Creek as it now exists is as an example of what not to do. It may well remind us that the restrictions that we place on hydraulic projects are not unreasonably founded, but are mandatory to maintain the resource.²²

Tom Leal, Chief, Stream Improvement & Hydraulics, State of Washington Department of Fisheries stated in a letter of May 25, 1970, to the Miller Creek property owners on an inquiry regarding King County flood control plans to enlarge the Miller Creek Channel. Mr. Leal spoke in response to the study undertaken by Mr. Jim Ames.

²²Jim Ames, Miller Creek: Present Status and Potential for Salmon Production (Washington State Department of Fisheries, 1970.)

On the basis of this report, it would appear that the Department of Fisheries could not justify the cost of rehabilitation of this stream. Also, it would appear that it would be next to impossible to assess responsibility for the degradation and damage to the creek to any individual or group from whom we could reasonably expect to recover such rehabilitation costs.

The report suggests no ready remedy for the situation from Department of Fisheries' funds. Cost would far outweigh benefits from salmon production if we were required to justify the project for construction with department funds and we have no means of assessing the real offenders, the residential and commercial growth of the area.

It is regrettable that we are unable to suggest a remedy for the situation. This is truly a case where an ounce of prevention would have equalled all of the cure we might suggest. By the same token we cannot oppose the King County Flood Control Project when we have no fishery resources left to protect.²³

Dan Stuckey, Hydraulics Investigator, Washington State Department of Fisheries, estimates that Miller Creek can be rehabilitated for approximately two hundred thousand dollars.²⁴ Dale Griggs, recent graduate from the College of Fisheries at the University of Washington, investigated the fish population of Miller Creek on January 15, 1972, and February 20, 1972.

A back-pack electroshocker was employed to investigate the different species and their relative numbers present in Miller Creek. Perch, Sunfish, Cutthroat Trout, Coho Salmon, Rainbow Trout and Sculpin were found in the two areas sampled. The headwater area had a sparse population of Perch and a few Sunfish. No Trout were observed in the 50 yards shocked. The other area

²³Letter from Tom Leal, Chief, Stream Improvement & Hydraulics, to Miller Creek Property Owners, May 25, 1970.

²⁴Interview with Mr. Dan Stuckey, Hydraulics Investigator, Washington State Department of Fisheries, May 5, 1972.

sampled was within tidal influence, approximately 250 yards upstream from high tide line. Cutthroat Trout were found to be plentiful. They were generally ripe and two types were present, apparently sea run and resident. Also captured were a few Sculpins, several Coho juveniles, and only one Rainbow Trout (a 20-plus inch Steelhead). Approximately 100 yards was covered with the shocker.

The lower areas of Miller Creek provide suitable spawning areas for salmon and trout. Spawning areas observed had gravel composition of 80% one- to three-inch gravel, and 20% three- to six-inch gravel. There appeared to be considerable bedload movement, based on the size and shape of sand and gravel bars in the channel. Bedload²⁵ movement, if extreme, is harmful to developing eggs.

Daniel J. Evans, Governor of the State of Washington, stated in a letter to Mrs. Janis P. McCullough on June 4, 1970:

With regard to the fisheries resource potential of Miller Creek at the present time, I am enclosing a copy of a recent letter and attached report from the Department of Fisheries to the Miller Creek property owners which I find to be factual and most pertinent under the existing circumstances. I too regret the conclusions that Mr. Leal was compelled to reach concerning the possibility of rehabilitation of the stream system on a fisheries resource basis alone.

In discussing the progressive biological and physical deterioration of Miller Creek with our Departments of Fisheries, Game, Water Resources, and Highways and King County, which you and others point out and Mr. Leal confirms in his letter, I am impressed by the apparent responsibility we all have, both public and private for the actions of all types of development in the watershed leading to the existing conditions and for correcting and improving these conditions in the future.²⁶

John D. Spellman, County Executive, King County, stated in a letter to Mr. Jack H. Allison on July 30, 1970:

²⁵Dale Griggs, A Statement Concerning Fisheries Aspects of Miller Creek Based on a Brief Observation, March 22, 1972.

²⁶Letter from Daniel J. Evans, Governor, State of Washington, to Mrs. Janis P. McCullough, June 4, 1970.

Thank you for your letter of July 19th regarding the matter of Miller Creek and the county's intention regarding its action dealing with potential flood damage caused by water runoff.

I have discussed this matter with Jean DeSpain, Director of Public Works, Utilities and Transportation. I am advised by him that the county has not settled on a solution at this time and is considering alternatives, although the loss of the Forward Thrust Bond Issue for Flood Control somewhat limits those alternatives.²⁷

Fred D. Hahn, Assistant Director, Planning and Program Development, Washington State Department of Ecology, states May 10, 1971, in a letter to Mrs. Janis P. McCullough:

A response to your previous letter regarding the Miller Creek Basin problem has been delayed due to lack of progress toward solution of the storm drainage and flood control program previously proposed by the King County Department of Public Works.

It appears that the restraining order issued against King County has temporarily tabled their interest to conduct further studies and design plans on this matter during the interval since your letter was received.²⁸

The first settler in the central Highline area was Mike Kelley in 1872. Many other settlers followed Kelley and by 1878 there was a large enough community to support a school. The area was largely utilized for farming.²⁹

"The area expanded around the development systems of transportation."³⁰ Roads began to evolve. As the settlers

²⁷Letter from John D. Spellman, County Executive, King County, Washington, to Mr. Jack H. Allison, July 30, 1970.

²⁸Letter from Fred D. Hahn, Assistant Director, Planning and Program Development, May 10, 1971.

²⁹"Highline---Your Community," loc. cit.

³⁰Ibid.

expanded, Des Moines Way became the trail to the city of Des Moines. Jacob Ambaum Road also evolved in 1906.³¹

In 1911 the Burien Community established a transportation linkage with Seattle with the development of a trolley system.³²

In 1917 a real estate boom opened the whole Burien district as a residential area. Ads appeared in the Seattle papers and on a fine Sunday afternoon many Seattle people took the trolley out to see this suburban development.³³

The first Seattle-Tacoma highway, the High Line, passed through Burien.

In 1924, when the high school was built there was a contest to name the school. Ralph Land, a pupil at Mt. View, suggested the winning name, Highline, which now refers to the whole area included in the school district #401 boundaries.³⁴

World War II and the sudden growth of defense activities and industries, especially the Boeing Airplane Company, accounted largely for the fact that in ten years, 1940-1950, the population tripled from 15,000 to 45,000.³⁵

The Civil Aeronautics Administration offered to prepare a site and construct runways if a municipal agency would provide land, build a passenger terminal and operate the airport. After neither the City of Seattle nor King County accepted the offer, the Seattle Port Commission voted unanimously on March 7, 1942, to assume responsibility.

Subsequently, 906 acres of land were acquired approximately midway between Seattle and Tacoma. By October of 1944 the field was prepared and limited operations began with the landing of a United Airline mainliner on October 31, 1944.³⁶

³¹Ibid. ³²Ibid., p. 2. ³³Ibid. ³⁴Ibid.

³⁵Ibid., p. 3.

³⁶The Comprehensive Plan of Seattle-Tacoma International Airport, 1968.

"The expansion of the terminal area was begun in 1958 guided by the Expansion and Improvement Study 1957-58, prepared by The Richardson Associates."³⁷

. . . Seattle-Tacoma International Airport has been expanding continuously, both in the scope and the scale of its operations. Air cargo, air mail and airplane maintenance facilities have been added. The runway system has been enlarged substantially.³⁸ Total acreage has increased to 1,800 acres in 1970."

This program, begun in 1968, includes quadrupling the size of the existing terminal building, building two satellite terminals connected to the main terminal by an underground shuttle system, construction of a parking garage whose ultimate capacity is 9,200 cars, construction of a multi-land high-speed approach freeway which ties into the regional system of high speed, limited access highways and construction of a second runway parallel to the existing N-S runway. The program is staged, ³⁹ correspond to the expected growth of demand, . . .

The King County Planning Department states in the 1964 Comprehensive Plan for King County, Washington: "Urban growth must be logically planned. It should be related to and integrated with the natural environment---not superimposed over it."⁴⁰

The King County Planning Commission instituted a Burien Business District Expansion Study in March, 1958. The basic premises for this study was to establish Burien as a regional shopping center. The plan recommended "that to be regional, a center must first have available a large, contiguous tract which can be developed."⁴¹

³⁷Ibid. ³⁸Ibid. ³⁹Ibid.

⁴⁰The Comprehensive Plan for King County Washington (King County Planning Department, 1964), p. 17.

⁴¹Burien Business District Expansion Study. (King County Planning Commission, March, 1958), p. 1.

1. The southern limit is the alley between Southwest 153rd Street and Southwest 154th Street, except the area west of 8th Avenue Southwest where the southern limit is Southwest 154th Street, and except the area east of 4th Avenue Southwest, where the southern limit is Ambaum Blvd., and except south of Southwest 160th Street, where the southern limit of expansion is Southwest 162nd Street.
2. The western limit of expansion is 10th Avenue Southwest except those lots facing on Ambaum Boulevard, which may extend further west, and except south of Southwest 157th Street where the western limit is the western limit of the existing business-type zoning.
3. The northern limits of expansion are the south margin of Southwest 148th Street, with the exception of those lots facing on Ambaum Boulevard Southwest; and which lie south of Southwest 143rd Street; however, not included are those lots on the south side of Southwest 148th Street on both sides of Southwest 149th Street between 6th Avenue Southwest and 8th Avenue Southwest.
4. The eastern limits are the westerly right-of-way line of the proposed secondary State Highway No. I-K (Limited Access Highway).
5. The Burien Playfield lies at the core of the proposed business expansion area. As the playfield becomes further surrounded by business uses, it becomes more effectively separated from those who would use its facilities. It is recognized that the Burien area needs a park, and action to provide another park nearby has already been initiated. When this new park is ready for use, it is recommended that the Burien Playfield be vacated in favor of business or other use which would be supplemental to the growing shopping center, such as a 'town square' or a future 'civic center!'⁴²

A parking lot and business are now located on the site.

The 1964 King County Planning Department Comprehensive Plan states:

⁴²Ibid., p. 2.

The initial plan is designed to serve a 1985 population of approximately 1,663,000 within the entire county. During this growth period, not only must the county accommodate an additional 715,000 persons, but it must also adapt to changing growth patterns and new concepts of development. The plan, therefore, is not an inflexible blueprint of the future, but is intended to serve as a means for evaluating proposed programs in relation to the total county development and to incorporate those which represent desirable improvements, while discarding current practices which experience and research have indicated are not effective.⁴³

The Miller Creek Drainage Basin has two major freeways which provide access and egress. Highway 518 is an east-west freeway linkage with Interstate #5. Highway 509 establishes north-south access and egress. First Avenue South, Des Moines Way, Ambaum Road, South 128th Street also establish a linkage.

Hydrology is concerned with five interrelated factors: precipitation, evaporation, sublimation, transpiration, and runoff.⁴⁴ The amount of precipitation increases the total runoff. Evaporation, transpiration and sublimation represent water losses to the atmosphere. "Evaporation is the loss of liquid water while sublimation is the loss of solid water. Finally, transpiration is the evaporation as executed by plants and trees"⁴⁵ The amount of evaporation is regulated by pool size. ". . . evaporation is easier from oceans, rivers, and lakes than from small surface pools because of the more ready availability of the water."⁴⁶

⁴³"The Comprehensive Plan for King County Washington," p. 3.

⁴⁴Raul A. Deju, Regional Hydrology Fundamentals (New York, London, Paris: Gordon and Breach Science Publishers, 1971), p. 7.

⁴⁵Ibid., p. 18 ⁴⁶Ibid., p. 19.

Runoff is that portion of the precipitation that does not filter through the soil or is lost by evaporation but runs⁴⁷ through the ground to replenish rivers and lakes.

There are two types of runoff:

- (a) Immediate runoff, which is the one produced as soon as the water hits the ground, and
- (b) Delayed runoff which consists of water that first filters through the soil⁴⁸ and then returns to the ground surface.

The amount of runoff increase is related to those factors which effect infiltration. These factors are soil type, vegetation cover and amount of impermeable surfaces. An increase in impermeable surfaces increases runoff.⁴⁹ "A permeable soil favors infiltration and reduces the total runoff."⁵⁰

An increase in impervious area increases runoff and the addition of storm pipes or the channelization of streams shortens the time of concentration. The time of concentration is defined as the flow time from the most remote point in the drainage area to the point in question. Shortening of the time of concentration is very important because it will allow shorter, more intense storms to contribute runoff from a wider area. The increased peak flow can cause damage in urban areas not only because of overflowing banks in natural, unobstructed sections, but also because water can back up from culverts that were never designed to handle such large flows.⁵¹

⁴⁷Ibid. ⁴⁸Ibid., p. 20.

⁴⁹John G. Comis, Stream Ecology Study: An Interdisciplinary Watershed Study of Kelsey and Coal Creeks, King County Washington (Seattle: University of Washington, 1971).

⁵⁰Deju, op. cit., p. 21.

⁵¹Comis, op. cit., pp. 34-35.

The Miller Creek stream flow has been effected by urban development within the 5,250 acre drainage system. King County Flood Control estimates 1,100 c.f.s., Minish/Webb, Seattle, Washington engineering firm, estimates 1,280 c.f.s.⁵² Mark G. Reese, Kirkland, Washington engineer, states:

Of the 5,250 acre drainage basin, probably 10%, or about 525 acres, will remain in near natural state. Of the remaining 4,725 acres, 80 to 85% has been modified by some form of construction. If the area population more than doubles by 2000 A.D., in my opinion, all of the 4,725 acres will be in use. Construction on area not now in use, and further construction on much of the area now in use, will probably triple the peak storm runoff.⁵³

Mr. Reese states that if urbanization evolves as projected it can be expected that a peak flow of 3,300 c.f.s. will occur in Miller Creek as it enters Normandy Park.⁵⁴

⁵²Mark G. Reese, "Miller Creek Stream Flow at 13th Avenue S. W., Normandy Park."

⁵³Interview with Mark G. Reese, Engineer, Kirkland, Washington, May 13, 1972.

⁵⁴Reese, loc. cit.

CHAPTER III

Ian McHarg, Landscape Architect, states " . . . that nature is a single interacting system and that changes to any part will effect the operation of the whole."¹

Mr. John Orcutt, Office Engineer for the Washington State Department of Highways, states that several homes around Arbor Lake have been flooded for several years. Periodic flooding has occurred since the construction of 2nd Avenue South [The street bordering Arbor Lake on the west.]⁷ The area is a natural drainage basin with no outlet. Mr. Orcutt stated that development in the area over the years and new asphalt in the city area is a contributory factor for the flooding.²

March 15, 1971, Seattle Post-Intelligence discussed Arbor Lake flooding.

Recently the state, which concedes it aggravated the problem somewhat by building the Burien freeway, has joined with the county to provide the money to lay a 36-inch pipe from the south end of the lake to connect with the freeway's drainage system.

But to do so they need an easement through either the property of Mr. and Mrs. John D. Casey at 254 S. 126th St. or their neighbor, Bob Thornton, on the east, said Public Works Director, Jean DeSpain. And neither is disposed to give such an easement, though both their own front yards are flooded with water over a foot deep.³

¹McHarg, Design with Nature, p. 56.

²Interview with Mr. John Orcutt, Office Engineer for the Washington State Department of Highways, April 7, 1972.

³Forrest Williams, "Arbor Lake Over Its Banks Again." Seattle Post-Intelligencer, March 15, 1971, p. 25.

King County and the State of Washington did succeed in establishing a drainage system. From Arbor Lake, Miller Creek enters a wier at South 124th Street and flows underground in a southerly direction. Mr. John B. Firman, Hydraulics Engineer, Division of Hydraulics, King County, Washington Department of Public Works, states that the drain pipe from Arbor Lake joins with the freeway drainage system underground at South 126th Street and 5th Avenue South.⁴

After merging with the Highway 509 drainage system, Miller Creek flows underground and surfaces on Highway 509 at South 132nd Street. Mr. John Orcutt, Office Engineer for the Washington State Department of Highways, states that a natural swampy area exists between South 126th Street to the north, 8th Avenue South to the east, and 1st Avenue South to the west.⁵ The southern extremity is approximately South 132nd Street.

Mr. Orcutt states that the swamp area is a result of runoff. Flooding seemed to be increased in this particular case after the freeway was constructed. The freeway decreased the natural reservoir area and natural seepage.⁶

Hill, Ingman, Chase and Company, Consulting Engineers and Analysts, Seattle, is the firm responsible for the 1971

⁴Interview with John Firman, Hydraulics Engineer, Division of Hydraulics, King County, Washington Department of Public Works, April 3, 1972.

⁵Interview with Mr. John Orcutt, Office Engineer, Washington State Department of Highways.

⁶Ibid.

Comprehensive Sewerage Plan for the Southwest Suburban Sewer District on Collection Treatment Disposal. Mr. Vern Threlkeld of that firm states " . . . that past experience shows that when residential development becomes dense as it has in some areas of Miller Creek, septic tanks become inadequate."⁷ Much of the Miller Creek Drainage Basin is operating on a septic tank sewage system.

Exfiltration, a mixture of sewage and groundwater from septic tanks from residential development in the uplands, collects in the natural reservoir area. Residents are involved in a petitioning campaign for annexation to the Southwest Suburban Sewer District. Flooding in the natural reservoir area prompted the residents in the community to force the State of Washington to install a pump which King County maintains. Residents state that the pump operates when it rains and pumps the runoff and exfiltration into Miller Creek.⁸

Miller Creek joins with flow from runoff from development in the uplands at approximately South 137th Street and enters a culvert at Highway 509 and begins to flow east. Mr. Jim Hellums, resident at 1002 South 140th Street, Mr. Tony Scheda, resident at 1022 South 144th Street, and Mr. Herbert Erskine, resident at 14431 Des Moines Way South have informed me that flooding has occurred in this vicinity.

⁷Interview with Mr. Vern Threlkeld, Engineer for Hill, Ingman, Chase and Company, Consulting Engineers and Analysts, 2909 Third Avenue, Seattle, Washington, April 3, 1972.

⁸Interview with Mr. and Mrs. Robert Hellene, resident at 13002 - 4th Avenue South, Seattle, Washington, March 31, 1972.

Mr. Jim Hellums states that flooding has occurred at 1002 South 140th Street.⁹ Mr. Tony Scheda states that Miller Creek flowed through a slough on his property at 1022 South 144th Street. The county set a 150' by 30" pipe into a peat bog to channel the flow of the creek. The pipe partially sank and consequently the pipe will not handle the creek flow during periods of heavy precipitation.¹⁰ Mr. Herbert Erskine resident at 14431 Des Moines Way South states that flooding has occurred on his property.¹¹

Flow from Tub Lake flows into Miller Creek on the northern edge of Highway 518, northwest of Seattle-Tacoma International Airport, and east of Des Moines Way South.¹² Freeway drainage from the northern edge of Highway 518 flows into the Tub Lake tributary prior to merging with Miller Creek on the northern edge of Highway 518, northwest of Seattle-Tacoma International Airport, and east of Des Moines Way South.¹³

Miller Creek flows south through a culvert at Highway 518, northwest of Seattle-Tacoma International Airport and east of Des Moines Way South. Runoff from Seattle-Tacoma International Airport and Highway 518 flows into Miller Creek at 16th Avenue

⁹Interview with Mr. Jim Hellums, resident at 1002 South 140th Street, Seattle, Washington, March 10, 1972.

¹⁰Interview with Mr. Tony Scheda, resident at 1022 South 144th Street, Seattle, Washington, March 10, 1972.

¹¹Interview with Mr. Herbert Erskine, resident at 14431 Des Moines Way South, Seattle, Washington, March 10, 1972.

¹²Observation made with Mr. Tony Scheda, March 10, 1972.

¹³Observation made on April 7, 1972.

South, northwest of Seattle-Tacoma International Airport, and east of Des Moines Way South and south of Highway 518.¹⁴

Mr. John Orcutt, Office Engineer for the Washington State Department of Highways, states that the Port of Seattle filled in Evergreen Lake for access to Seattle-Tacoma International Airport and for an Airport Service Road and Air Freight Terminal area.¹⁵

[Lake was located directly north of the Seattle-Tacoma International Airport.]

An engineer for the Port of Seattle stated that prior to the filling of Evergreen Lake, the lake was not producing any surface runoff into Miller Creek. However, the water that fed Evergreen Lake is now being diverted into Miller Creek. This process will continue until the cargo area at Seattle-Tacoma International Airport is paved. The water is now filtered through a silting pond and then piped part way to Miller Creek and then released. The engineer stated that this is a temporary system because construction of the cargo area will be completed in the near future. When the construction is completed the runoff will be redirected into an industrial waste treatment system.¹⁶

Mr. Len McSorley, Chief Inspector for Projects Highway 509 and Highway 518 for the Washington State Department of Highways, states that all airport drainage west of the airport service

¹⁴Observation made with Mr. Jim Hellums and Mr. Tony Scheda on March 10, 1972.

¹⁵Interview with Mr. John Orcutt.

¹⁶Interview with engineers for the Port of Seattle, Washington, April 13, 1972, April 14, 1972, and April 21, 1972.

road and east of the 154th Street bridge flows with the highway drainage water and flows into Miller Creek. He further states that construction in the area has increased the time of runoff flow from the airport to Miller Creek.¹⁷

Mr. Len McSorley also states that the Project Engineer for the construction of Highway 518 (now retired) was opposed to combining the airport drainage with the highway drainage because the combine flow would have a detrimental impact on Miller Creek. Mr. McSorley states that the Project Engineer was overruled.¹⁸

An engineer for the Port of Seattle states he has no knowledge of the Project Engineer's recommendation. The engineer also states that water quality of all runoff is "poor from all construction, private, commercial, governmental, agriculture uses, and septic tanks and drainfields within the general area." He further states that the runoff flows through a 30-inch culvert at 16th Avenue South before joining Miller Creek. The culvert functions to control the amount and velocity of flow.¹⁹

Lora Lake flows into Miller Creek west of Seattle-Tacoma International Airport, south of Highway 518 and east of Des Moines Way South. Flooding from Miller Creek has been observed at Vacca's pumpkin patch at Des Moines Way South, south of Highway 518, south of Lora Lake, and west of Seattle-Tacoma International Airport.

¹⁷Interview with Mr. Len McSorley, Chief Inspector for the Washington State Department of Highways, April 7, 1972.

¹⁸Ibid.

¹⁹Interview with engineers for the Port of Seattle.

Mr. Frank F. Nye, resident at 15855 - 9th Avenue South, reported experience of flooding on his property. He also states that there was, at one time, fish in the stream. He states there is now garbage in the stream. Mrs. Frank Nye states "we have lived here for fifteen years and up until this last winter we never felt threatened by flash flood, and now we are afraid to leave our premises during bad rains."²⁰

Enclosed drainage runoff from Highway 509 flows into Miller Creek at 4th Avenue South and South 164th Street. Mr. John Orcutt, Office Engineer for the Washington State Department of Highways, states that this section drains Highway 509 from South 146th Street to the southern end of Highway 509.²¹

Mr. Dan Stuckey, Hydraulics Investigator, Washington State Department of Fisheries, states that the Washington State Department of Fisheries and the Washington State Department of Game instructed the Washington State Department of Highways not to drain Highway 509 into Miller Creek.²² On November 13, 1970, Thor C. Tollefson, Director, Washington State Department of Fisheries, and Carl N. Crouse, Director, Washington State Department of Game, stated in a letter to the Washington State Department of Highways:

We wish to withhold our approval of your proposed storm sewer system which will discharge directly into Miller Creek. We would appreciate the opportunity to

²⁰ Interview with Mr. and Mrs. Frank Nye, residents at 15855 - 9th Avenue South, Seattle, Washington, March 31, 1972.

²¹ Interview with Mr. John Orcutt on April 7, 1972.

²² Interview with Mr. Dan Stuckey, May 5, 1972.

review any plans that you may formulate, other than direct entry into the stream,²³ for dissipation of drainage from the highway.

Miller Creek enters a ravine between Ambaum Road South and 1st Avenue South. At this location the culvert is not adequate to handle the creek during heavy precipitation. Consequently, flooding occurs between Ambaum Road South and 1st Avenue South.

Miller Creek is piped north along 1st Avenue South for a few yards and then piped under 1st Avenue South and flows southwest into Normandy Park. During the flow through Normandy Park a tributary from Lake Burien merges with Miller Creek.

Mr. Harry Dennis, resident at 1100 S. W. Eastbrook Road, states that the salmon in Miller Creek have diminished. Miller Creek is higher, dirtier, and runs dirtier longer.²⁴ Miller Creek flows into the Puget Sound.

The King County Washington, Department of Public Works has recommended in the Capital Budget and Program, King County, Washington, 1972-1977, Executive Proposal, Line Number 33, Project Number 00073,²⁵ Miller Creek Channel Improvement:

Miller Creek, Burien-Normandy Park. Enlargement of the existing creek to a capacity equivalent to

²³Letter from Carl N. Crouse, Director, The Washington State Department of Game and Thor C. Tollefson, Director, The Washington State Department of Fisheries, to the Washington State Department of Highways, November 13, 1970.

²⁴Interview with Mr. Harry Dennis, resident at 1100 S. W. Eastbrook Road, Seattle, Washington, April 1, 1972.

²⁵Capital Budget & Programs, King County Washington, 1972-1977 Executive Proposal.

the maximum flow during a 25-year frequency storm. Recent development has increased creek flow causing erosion and flooding.²⁶

Estimated total cost \$681,147.²⁷

John B. Firman, Hydraulics Engineer, Division of Hydraulics, King County, Washington, Department of Public Works, states that his office studies seven considerations when determining the control of flooding.

1. Quantity of water - cubic feet per second of stream flow.
2. Existing or projected culverts or open channels.
3. Slope of the stream and channel width for the purpose of protecting against erosion.
4. Velocity in relationship to channel bed material.
5. Velocity controls.
6. Investigation of holding ponds and storage basins.
7. Stability of the environment which includes trees and native ground cover.²⁸

The basis for the Department of Public Works' proposal regarding channelization of Miller Creek was the Storm Drainage Report, Miller Creek Drainage Basin, King County, Washington, prepared by the engineer from Minish, Webb & Associates, 200 Broadway, Seattle, Washington 98122, August 8, 1966.²⁹ Pages

²⁶Ibid., p. 40. ²⁷Ibid., p. 47.

²⁸Interview with John B. Firman, Hydraulics Engineer, Division of Hydraulics, King County Washington, Department of Public Works, April 25, 1972.

²⁹Plaintiffs' First Interrogatories to Defendant King County - 4, Willis W. Kludt vs. King County; Port of Seattle; and Washington State Highway Commission. Prepared by Haugland & Sherrow, 619 Norton Building, Seattle, Washington, 1972.

85 through 90 recommend that "Miller Creek be widened, deepened, channeled or otherwise altered to handle and increase volume of surface waters."³⁰

The Washington State Department of Fisheries Code

75.20.100 HYDRAULIC PROJECTS--PLANS MUST BE APPROVED. (As Amended Ch. 48, L67.) states:

In the event that any person or government agency desires to construct any form of hydraulic project or other work that will use, divert, obstruct, or change the natural flow or bed of any river or stream or that will utilize any of the waters of the state or materials from the stream beds, such person or government agency shall submit to the department of fisheries and the department of game full plans and specifications of the proposed construction or work, complete plans and specifications for the proper protection of fish life in connection therewith, the approximate date when such construction or work is to commence, and shall secure the written approval of the director of fisheries and the director of game as to the adequacy of the means outlined for the protection of fish life in connection therewith and as to the propriety of the proposed construction of work thereon. If any person or government agency commences construction on any such works or projects without first providing plans and specifications subject to the approval of the director of fisheries and the director of game for the proper protection of fish life in connection therewith and without first having obtained written approval of the director of fisheries and the director of game as to the adequacy of such plans and specifications submitted for the protection of fish life, or if any person or government agency fails to follow or carry out any of the requirements or conditions as are made a part of such approval, he is guilty of a gross misdemeanor. If any such person or government agency be convicted of violating any such works or projects are hereby declared a public nuisance and shall be subject to abatement as such.

³⁰Ibid.

CHAPTER V

The residents of the Miller Creek Drainage Basin desire to live in a quality environment and the wildlife in the Miller Creek Drainage Basin needs to exist. The residents wish to preserve the existing natural environment.

King County and the State of Washington, with the cooperation of the community, possess the legal controls to establish a total plan and design for the Miller Creek Drainage Basin.

The State of Washington Engrossed House Bill No. 394 and the State of Washington Surface and Ground Water Code 90.22.010 establish minimum water flows or levels for streams for the purpose of protecting fish, game, birds or other wildlife resources or aesthetic values.¹ Increased c.f.s. in stream water flow destroys fish habitat which ultimately will eliminate existing fish populations.

The State of Washington Water Pollution Control laws state discharge of polluting matters in water prohibited.

It shall be unlawful for any person to throw, drain, run, or otherwise discharge into any of the waters of this state, or to cause, permit or suffer to be thrown, run, drained, allowed to seep or otherwise discharge into such waters any organic

¹Engrossed House Bill No. 394, Section 2, Paragraph (a). (State of Washington 42nd Regular Session, 1971).

90.22.010 Establishment of Minimum Water Flows or Levels - Authorized - Purposes. Chapter 90.22 (State of Washington Surface and Ground Water Codes).

or inorganic matter that shall cause or tend to cause pollution of such waters according to the determination of the commission . . .²

The State of Washington Engrossed House Bill No. 394

states:

Waters of the state shall be of high quality. Regardless of the quality of the waters of the state, all wastes and other materials and substances proposed for entry into said waters shall be provided with all known, available, and reasonable methods of treatment prior to entry. Notwithstanding that standards of quality established for the waters of the state would not be violated, wastes and other materials and substances shall not be allowed to enter such waters which will reduce the existing quality thereof, except in those situations where it is clear that overriding considerations of the public interest will be served.³

Jim Deshazo, Regional Fish Biologist, Washington State Department of Game, states that Miller Creek is suited for limited sports fishery --- a children's fishing creek. A rehabilitation of the creek is necessary:

1. Eliminate all sources of toxic materials entering Miller Creek --- fuel oil, gas, insecticides, herbicides, and automobile oil.
2. Rehabilitation of the stream --- cleaning the silt out of spawning gravel.
3. Replant native species --- however, native cutthroat population may not need replanting. If silt and

²90.48.080 Water Pollution Control Laws, Discharge of Polluting Matter in Waters Prohibited. Chapter 90.48 RCW. (State of Washington Water Pollution Control Laws).

³Engrossed House Bill No. 394, Section 2, Paragraph (b).

toxic materials were eliminated, the fish population would naturally increase.⁴

Mr. Bob Jacobs, Assistant Director, Capital Improvement Program, King County Parks Department, states that King County Resolution No. 34571, The Forward Thrust Bond Issue of 1968, authorizes 1.4 million dollars for neighborhood parks in the Highline area.⁵ King County Public Works Department allocated \$681,147 for flood control of Miller Creek.⁶

There are 3 parks in the Miller Creek Drainage Basin which support an approximate 1970 census population of 37,144. The Forward Thrust Bond Issue monies for the Highline area and the King County Public Works Department flood control money for Miller Creek provide a necessary financial support.

Mr. R. S. "Dan" Danielson, President of the Burien Chamber of Commerce, states that Burien lacks image. He also states that quite a few businesses have not succeeded because of poor internal traffic flow and competition with South Center. ^{[A} regional shopping center located a few miles to the east.⁷ "What's needed is a better internal traffic pattern." Mr. Danielson states that S. W. 150th and S. W. 148th are a "nightmare." "Traffic coming from all angles" . . . "traffic crossing

⁴Interview with Mr. Jim Deshazo, Regional Fish Biologist, Washington State Department of Game, May 1, 1972.

⁵Interview with Mr. Bob Jacobs, Assistant Director, Capital Improvement Program, King County Parks Department, April 27, 1972.

⁶"Capital Budget & Program, King County Washington," p. 47.

parking lots." Traffic flow has hurt business. "It's easier to go to South Center." Mr. Danielson also states that Burien has no central location. There is a need for a central shopping mall.⁷

Mr. Jerry L. Cleaves, Manager, Southwest Suburban Sewer District, states that:

. . . excess water from rain storms could be collected in ponds equipped with gate valves that could be opened as needed to drain off into adjacent sanitary sewers. It would be necessary, however, these valves be controlled by the Sanitary District so as not to overload their system or treatment facilities which are near capacity during and shortly after such heavy storms.

Holding ponds located in strategic locations will solve the immediate flood problems on Miller Creek. These locations may be determined through an analysis of runoff input. The holding ponds on Miller Creek would be situated in neighborhood parks. Mr. Bob Jacobs, Assistant Director, Capital Improvement Program, King County Parks Department, supports this concept.⁹ The sites would be purchased with Forward Thrust Bond Issue money and the holding pond construction would be financed by the King County Public Works Department flood control money for Miller Creek.

The Burien Business District would become a major shopping mall. The parking lots will be eliminated and interior

⁷Interview with Mr. R. S. "Dan" Danielson, President of the Burien Chamber of Commerce, April 18, 1972.

⁸Statement from Mr. Jerry L. Cleaves, Manager, Southwest Suburban Sewer District, May 16, 1972.

⁹Interview with Mr. Bob Jacobs on April 27, 1972.

streets will be closed off. The area would be substituted with a park and a cultural center. Two high-rise parking facilities would be located in strategic locations and a shuttle transportation system would be utilized. Runoff will be absorbed in the shopping mall. A holding pond will be constructed at S. W. 152nd and 4th Avenue S. W. In 1958, the site was the Burien Playfield. The King County Planning Commission "recommended that the Burien Playfield be vacated in favor of business or other use which would be supplemental to the growing shopping center such as a 'town square' or a future civic center."¹⁰ The site is now a parking lot with business surrounding the site. The parking lot floods during heavy precipitation. It is suggested that the water in the holding pond be treated and that the holding pond be utilized as a recycling source for plant irrigation. A restaurant or passive park would be a compatible companion use.

The shopping mall will be the center for art and music festivals for the Highline area. Strolling musicians, sculpture and ornamental plants will dominate the mall.

Walter J. Hickel, as Interior Secretary of the United States, established the Street Scene Program in 1970. Mr. Hickel states:

The idea was simple. We offered federal money to any municipality that would dedicate a street or series of streets to be totally free of automobiles. We would rip up the asphalt and substitute trees, park benches and playgrounds - whatever the city and its people desired. We wanted to start making the cities of America come alive again."¹¹

¹⁰"Burien Business District Expansion Study," p. 2.

¹¹Walter J. Hickel, Who Owns America? (New York: Prentice-Hall, 1972), p. 176.

This program should be investigated.

Miller Creek, Arbor Lake, Tub Lake, Lora Lake and Lake Burien are the central focus for the natural imagery of the Miller Creek Drainage Basin. The population of the Miller Creek Drainage Basin needs additional open space. Acquisition of land for open public spaces is a necessary design factor. This concept is supported by King County Codes General Principles of Acceptability:

23.08.160 Parks, Playgrounds, and Open Public Spaces.

If required by the County Planning Commission, all plats must provide by dedication, areas for park, playground, or open public spaces to the extent determined as¹² required on the basis of density of population.

23.08.180 Dedication of Certain Land to State for Recreation Purposes.

Unless topography and ground conditions prevent, the commission may require the dedication of a reasonable amount of property to the State of Washington for recreation and fishing purposes forever, and may also require such dedication of the approaches to such areas as may¹³ be required by the State Department of Game.

23.08.220 Allocation of Land for Playfields, Parks, Scenic Spots, etc.

. . . preservation of natural and cultural features. The Planning Commission shall specify to the extent required, the allocation of playfields, parks and other open public spaces that may be essential to a proper development of the areas or neighborhoods.

¹²King County Code 23.08.160 Parks, Playgrounds, and Open Public Spaces. Resolution Number 11048, Section 11A4, 1948.

¹³King County Code 23.08.180 Dedication of Certain Land to State for Recreation Purposes. Resolution Number 11048, Section 11A(5B), 1948.

Due regard shall be shown for the preservation of outstanding natural and cultural features such as scenic spots, water courses and historic sites.¹⁴

Mr. Joseph D. Sims, Jr., Supervising Planner, Planning & Research Department, Port of Seattle, states that the North Clear Zone of the Seattle-Tacoma International Airport [north end of airport] can be utilized by the community and King County Parks Department for "open space and water retention purposes." The area could be utilized as a wildlife preserve.¹⁵

To control the water flows of streams and for the preservation of wildlife, we need a total plan and design for drainage basins. This plan would restrict urban development in sensitive areas and would establish a land use ethic by the citizens. Only through this means are we going to protect streams and wildlife. The spectrum of environmental considerations in the total design process involve physical, biological and sociological factors. This process is a dynamic function. Its spectrum of involvement is broad and absolute. The total involvement of design considerations transcend all elements of the environment. The process is applicable to all scales of space which may range from the room and patio to the neighborhood, community, region, nation, and continent. The design is the product of a series of decisions which communicate functional and aesthetic data which is synthesized to its ultimate form.

¹⁴King County Code 23.08.220 Allocation of Land for Playfields, Parks, Scenic Spots, etc. Resolution Number 11048, Section 11B(10), 1948.

¹⁵Interview with Mr. Joseph D. Sims, Jr., Supervising Planner, Planning & Research Department, Port of Seattle, April 13, 1972.

Consideration for maintaining the integrity of the site or consideration for the enhancement of the aesthetic qualities of the site are a primary concern. The existing natural features and spatial patterns are elements which are to be included as the foundation of the design.

An understanding of the natural conditions of the site is the only basis of determining whether the desired projected use of the site is feasible to achieve under the existing conditions. This factor is a primary understanding and concern for the natural systems which exist. The data needed to make legitimate decisions must include physiography factors, water-surface and subsurface conditions, geology factors and soil conditions which include soil type and use, type and extent of vegetation, the extent of wildlife, and macro and micro climatic conditions.

A penetrating study of cultural features is the basis of design for the user. This aspect of the study includes structural considerations, access and egress data, existing and projected community facilities, regional factors, natural and historical factors, and land ownership, control and use. These factors will serve as a base for total consideration of the site as it relates to the environment.

An in-depth investigation of imagery within the environment is essential. This investigation identifies the spectrum of spatial elements which create a sequence of ornamental experiences which establish a positive community appearance. This total body of knowledge is interrelated with the existing human scale and circulation data which creates a sense of space and

establishes spatial experiences.

When all components discussed above are comprehended as a fundamental understanding for the site --- then all components are synthesized to establish a reality.

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- Deshazo, Jim. Regional Fish Biologist, Washington State Department of Game, May 1, 1972.
- Erskine, Herbert. Resident of the Miller Creek Drainage Basin, 14431 Des Moines Way South, Seattle, Washington, March 10, 1972.
- Firman, John. Hydraulics Engineer, Division of Hydraulics, King County Washington Department of Public Works, April 3, 1972.
- Hellene, Mr. and Mrs. Robert. Residents of the Miller Creek Drainage Basin, 13002 - 4th Avenue South, Seattle, Washington, March 31, 1972.
- Hellums, Jim. Resident of the Miller Creek Drainage Basin, 1002 South 140th Street, Seattle, Washington, March 10, 1972.
- Jacobs, Bob. Assistant Director, Capital Improvement Program, King County Parks Department, April 27, 1972.
- McSorley, Len. Chief Inspector of the Washington State Department of Highways, April 7, 1972.
- Nye, Mr. and Mrs. Frank. Residents of the Miller Creek Drainage Basin, 15855 - 9th Avenue South, Seattle, Washington, March 31, 1972.
- Orcutt, John. Office Engineer for the Washington State Department of Highways, April 17, 1972.
- Price, Zachary. Resident of the Miller Creek Drainage Basin, 17021 - 11th Place S. W., Seattle, Washington, April 1, 1972.
- Reese, Mark G. Engineer, Kirkland, Washington, May 13, 1972.
- Scheda, Tony. Resident of the Miller Creek Drainage Basin, 1022 South 144th Street, Seattle, Washington, March 10, 1972.

- Sims, Joseph D. Jr. Supervising Planner, Planning & Research Department, Port of Seattle, April 13, 1972.
- Stuckey, Dan. Hydraulics Investigator, Washington State Department of Fisheries, May 5, 1972.
- Threlkeld, Vern. Engineer for Hill, Ingman, Chase and Company, Consulting Engineers and Analysts, 2909 Third Avenue, Seattle, Washington, April 3, 1972.
- Trunkey, Barbara L. Resident of the Miller Creek Drainage Basin, 1229 S. W. 174th, Seattle, Washington, April 1, 1972.

LETTERS

- Crouse, Carl N. Director of the Washington State Department of Game and Thor C. Tollefson, Director, The Washington State Department of Fisheries, to the Washington State Department of Highways, November 13, 1970.
- Evans, Daniel J. Governor, State of Washington, to Mrs. Janis P. McCullough, June 4, 1970.
- Hahn, Fred D. Assistant Director, Planning and Program Development, May 10, 1971.
- Leal, Tom. Chief, Stream Improvement & Hydraulics, to Miller Creek Property Owners, May 25, 1970.
- Spellman, John D. County Executive, King County, Washington, to Mr. Jack H. Allison, July 30, 1970.

Documents

Box 102

1172

**KING COUNTY
RESIDENTIAL PROPERTY RECORD**

099 SHEET

1 OF 1

MAJOR 202374 MINOR 9287 2 FOLIO 20945 13 7

3 Addition X ADT

4 Quar 1 Sec 20 Twn 23 Rge 7 Block 000 Lot 287

Situs 5 Area 24 Sub Area 8 6 Zip 98 768

7 Address 10045 150 51

8 Description SEE ABOVE 1004 S 150 ST

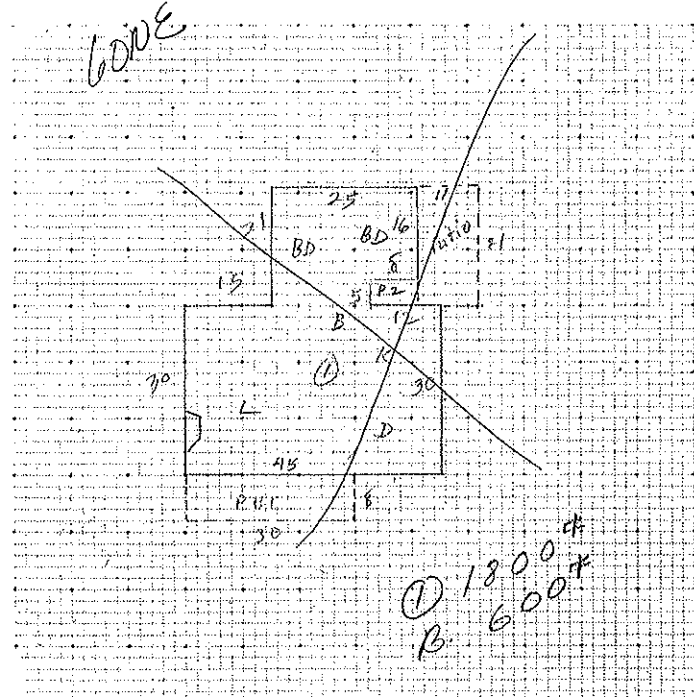
9 LAND ONLY UNDERWATER TIDELANDS

10 REMARKS
Code



10A PERMIT INFORMATION
No. _____ Date Issued _____ P.V. _____
Date Const. Started _____ Date Completed _____
Date Occupied _____
Remodeled _____

11 PLAT OF BUILDING Scale 1 CM = 1/2



| LAND | | | | | | | | | |
|------|------------------------------|-----|----|-----|----|---|----|-----|-------|
| 100 | Zone Actual | | | | | | | | |
| 101 | Zone Conformity | 1N | | | | | | | |
| 102 | Hgt. & Best Use | 1N | | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST |
| 104 | Lot Width | | | | | | | 17 | 2 |
| 105 | Lot Depth | | | | | | | 23 | 0 |
| 106 | Square Foot or Acres | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | | % 1 | 0 |
| 108 | Lot Depth (useable) | | | | | | | % 1 | 0 |
| 110 | Lot Wd. (standard) | | | | | | | | 60 |
| 111 | Lot Depth (standard) | | | | | | | | 100 |
| 113 | Unit Value | | | | | | | | 10300 |
| 114 | Representative Site | 1SS | | | | | | 3G | |
| 115 | Irregular | 1N | | | | | | | |
| 116 | Corner | 1N | | | | | | | |
| 117 | Grade | 1 | LW | 2 | Ev | X | HG | | |
| 118 | Slope | 1 | LV | 3 | SU | 3 | SD | 4 | BK |
| 119 | Street Access | 1SS | | | | | | 3G | |
| 120 | Water Front | X | N | 2 | SD | 3 | LK | 4 | RV |
| 121 | Dock Suitability | 1N | | 2P | | | | 3Y | |
| 122 | Tide Land | X | | 2Y | | | | | |
| 123 | Alley | X | | 2Y | | | | | |
| 124 | Cul De Sac | X | | 2Y | | | | | |
| 125 | Thru Street | 1N | | | | | | | |
| 126 | Street Front | 1N | | | | | | | |
| 127 | Curbs & Gutters | X | | 2P | | | | 3Y | |
| 128 | Sidewalks | X | | 2P | | | | 3Y | |
| 129 | Street Surface | 1 | C | | BT | 3 | D | 4 | GR |
| 130 | Street Condition | 1SS | | | | | | 3G | |
| 131 | Street Traffic | 1H | | 2N | | | | | |
| 132 | Street Lights | 1N | | 2SS | | | | | 4G |
| 133 | Water | X | WD | 2 | PR | 3 | | | B |
| 134 | Water System | X | AD | 2 | IA | | | | |
| 135 | Sanitary Sewers | 1N | | | | | | | |
| 136 | Storm Sewers | X | | 2Y | | | | | |
| 137 | Underground Utilities | X | | 2P | | | | | 3Y |

| VIEW | | | | | |
|------|--------------------|-----|--|----|-------|
| 140 | View Lot | X | | 2Y | |
| 141 | View Olympic Range | 1SS | | 2S | 3G 4E |
| 142 | View Cascade Range | 1SS | | 2S | 3G 4E |
| 143 | View Mt. Rainier | 1SS | | 2S | 3G 4E |
| 144 | View Pug. Sound | 1SS | | 2S | 3G 4E |
| 145 | View Lake | 1SS | | 2S | 3G 4E |
| 146 | View River | 1SS | | 2S | 3G 4E |
| 147 | View City | 1SS | | 2S | 3G 4E |
| 148 | Territorial View | 1SS | | 2S | 3G 4E |
| 149 | View Utilization | 1SS | | 2S | 3G 4E |

| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | |
|---------------------------------|-------------------------|-----|--|----|-------|
| 151 | Predominate Use | X | | 2H | 3O |
| 152 | Arch. Attractiveness | 1SS | | | 3G |
| 153 | Landscaping | 1SS | | | 3G |
| 154 | Unit Balance | 1SS | | | 3G |
| 155 | Esmts. & Restrs. | 1SS | | 2S | X |
| 156 | External Nuisances | X | | 2S | 3G |
| 157 | Conf. Gen. Neigh. | 1SS | | | 3G |
| 158 | Conf. Immed. Neigh. | 1SS | | | 3G |
| 159 | Prox. to Trans. | 1SS | | | 3G |
| 160 | Prox. to Soc. Service | 1SS | | | 3G |
| 161 | Prox. to Public Service | 1SS | | | 3G |
| 162 | Trend | 1SS | | | 3G |
| 163 | Planning | 1SS | | | 3G |
| 164 | Market Demand | X | | 2S | 3G |
| 165 | Land Use Code | | | | |
| 166 | Base Lot Value | | | \$ | 50000 |
| 167 | Permanent Rev. Needed | | | | 2 |
| 168 | Obsolescence | | | | |

| STAFF | | | | | |
|-------|----------------|--|--|---------|--|
| 170 | Land Data Date | | | 11/17/1 | |
| 171 | Appraiser No. | | | 60179 | |
| 172 | Reviewer No. | | | | |

SAVE FOR REFERENCE

KING COUNTY RESIDENTIAL PROPERTY RECORD

099 SHEET OF

MAJOR 202304 MINOR 9237 2 FOLIO 20445 1 1

3A
4
5
7A
8D
9L
10F
Cc

3700 good
450 BV
200 front
3350
1400

| LAND | | | | | | | | | |
|------|------------------------------|-----|----|---|-----|---|-----|---|-----|
| 100 | Zone Actual | | | | | | | | |
| 101 | Zone Conformity | 1N | X | | | | | | |
| 102 | Hgt. & Best Use | 1N | X | | | | | | |
| 103 | Unit | 1 | FF | 2 | SF | 3 | AC | X | ST |
| 104 | Lot Width | | | | | | 14 | | 2 |
| 105 | Lot Depth | | | | | | 23 | | 0 |
| 106 | Square Foot or Acres | | | | | | | | |
| 107 | Lot Width or Acres (useable) | | | | | | % | 1 | 0 |
| 108 | Lot Depth (useable) | | | | | | % | 1 | 0 |
| 110 | Lot Wd. (standard) | | | | | | | | 60 |
| 111 | Lot Depth (standard) | | | | | | | | 100 |
| 113 | Unit Value | | | | | | | 1 | 000 |
| 114 | Representative Site | 1SS | X | | | | 3G | | |
| 115 | Irregular | 1N | X | | | | | | |
| 116 | Corner | 1N | X | | | | | | |
| 117 | Grade | 1 | LW | 2 | Ev | X | HG | | |
| 118 | Slope | 1 | LV | X | S/U | 3 | S/D | 4 | BK |
| 119 | Street Access | 1SS | X | | | | 3G | | |
| 120 | Water Front | X | N | 2 | SD | 3 | LK | 4 | RV |
| 121 | Dock Suitability | 1N | X | | 2P | | 3Y | | |
| 122 | Tide Land | X | | | 2Y | | | | |
| 123 | Alley | X | | | 2Y | | | | |
| 124 | Cul De Sac | X | | | 2Y | | | | |
| 125 | Thru Street | 1N | X | | | | | | |
| 126 | Street Front | 1N | X | | | | | | |
| 127 | Curbs & Gutters | X | | | 2P | | 3Y | | |
| 128 | Sidewalks | 1N | X | | 2P | | 3Y | | |
| 129 | Street Surface | 1 | C | X | BT | 3 | 0 | 4 | GR |
| 130 | Street Condition | 1SS | X | | | | 3G | | |
| 131 | Street Traffic | 1H | X | | 2N | | 2 | | |
| 132 | Street Lights | 1N | X | | 2SS | | X | | 4G |
| 133 | Water | X | WD | 2 | PR | 3 | B | | |
| 134 | Water System | X | AD | 2 | IA | | | | |
| 135 | Sanitary Sewers | 1N | X | | | | | | |
| 136 | Storm Sewers | X | | | 2Y | | | | |
| 137 | Underground Utilities | X | | | 2P | | 3Y | | |

10A PERMIT INFORMATION

No. _____ Date issued _____ P.V. _____

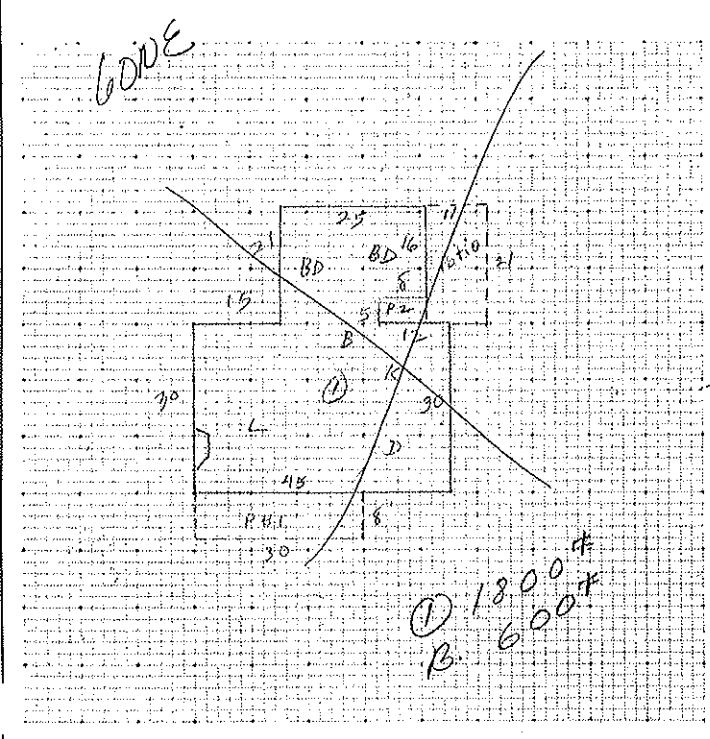
Date Const. Started _____ Date Completed _____

Date Occupied _____

Remodeled _____

| VIEW | | | | | | | | | |
|------|--------------------|-----|---|--|----|--|----|--|----|
| 140 | View Lot | X | | | 2Y | | | | |
| 141 | View Olympic Range | 1SS | X | | 2S | | 3G | | 4E |
| 142 | View Cascade Range | 1SS | X | | 2S | | 3G | | 4E |
| 143 | View Mt. Rainier | 1SS | X | | 2S | | 3G | | 4E |
| 144 | View Pug. Sound | 1SS | X | | 2S | | 3G | | 4E |
| 145 | View Lake | 1SS | X | | 2S | | 3G | | 4E |
| 146 | View River | 1SS | X | | 2S | | 3G | | 4E |
| 147 | View City | 1SS | X | | 2S | | 3G | | 4E |
| 148 | Territorial View | 1SS | X | | 2S | | 3G | | 4E |
| 149 | View Utilization | 1SS | X | | 2S | | 3G | | 4E |

11 PLAT OF BUILDING Scale 1 CM = 10'



| NEIGHBORHOOD AND TOTAL PROPERTY | | | | | | | | | |
|---------------------------------|-------------------------|-----|---|--|----|--|----|------|---|
| 151 | Predominate Use | X | | | 3M | | 3G | | |
| 152 | Arch. Attractiveness | 1SS | X | | | | 3G | | |
| 153 | Landscaping | 1SS | X | | | | 3G | | |
| 154 | Unit Balance | 1SS | X | | | | 3G | | |
| 155 | Esmts. & Restr. | 1SS | X | | 2S | | X | | |
| 156 | External Nuisances | X | | | 2S | | 3G | | |
| 157 | Conf. Gen. Neigh. | 1SS | X | | | | 3G | | |
| 158 | Conf. Immed. Neigh. | 1SS | X | | | | 3G | | |
| 159 | Prox. to Trans. | 1SS | X | | | | 3G | | |
| 160 | Prox. to Soc. Service | 1SS | X | | | | 3G | | |
| 161 | Prox. to Public Service | 1SS | X | | | | 3G | | |
| 162 | Trend | 1SS | X | | | | 3G | | |
| 163 | Planning | 1SS | X | | | | 3G | | |
| 164 | Market Demand | X | | | 2S | | 3G | | |
| 165 | Land Use Code | | | | | | | | |
| 166 | Base Lot Value | | | | | | \$ | 5000 | 0 |
| 167 | Permanent Rev. Needed | | | | | | | | 0 |
| 168 | Obsolescence | | | | | | | | |

| STAFF | | | | | | | | | |
|-------|----------------|--|--|--|--|--|--|---------|--|
| 170 | Land Data Date | | | | | | | 11/17/1 | |
| 171 | Appraiser No. | | | | | | | 60179 | |
| 172 | Reviewer No. | | | | | | | | |

BUILDING DATA

| | | | | | | | | | | | | | | | | |
|---|------------|------------------------------|----------------|---|---|-----|---------------|---|-----------------------------|---|---|------------------------|---|--------------|--------------|------|
| MAJOR <u>202304</u> MINOR <u>9281</u> FOLIO <u>214450-1</u> | | BUILDING DATA | | | | | | | | | | | | | | |
| 12 EXTERIOR | | | 19 ROOM DETAIL | | | | 24 INSULATION | | | | 200 Condo <input type="checkbox"/> Co-op <input type="checkbox"/> Poss. Int. Units <input type="checkbox"/> | | | | | |
| Bd. & Btn. | Shingle | No. | B | 1 | A | 1/2 | 2 | Y | Walls | Y | Coiling | 201 Use Type | <input checked="" type="checkbox"/> 2M | 30 | | |
| Rustic | Shake | Entry | | | | | | | Other | | | 202 Year Built | 19 | 18 | | |
| Ced./Sid. | Conc. Blk. | Dining | | | | | | | 25 KITCHEN | | | Cost Year 19 | 7 | 1 | | |
| Plywood | | Fa/Do/R | 1 | | | | | | Eat. Area | <input checked="" type="checkbox"/> Adaq. | | 203 Depreciation Table | | | | |
| Brick Veneer | % 100 | Bedroom | | 2 | | | | | Cabinets | <input checked="" type="checkbox"/> Adaq. | Inod. | 204 Functional | 1 SS | 2S | | |
| Stone | % | Bath | | 1 | | | | | Cab. Matl. | SS | X S | G | 205 Condition | 1 SS | 2S | |
| Other | | Living | | 1 | | | | | Ctr. Matl. | SS | X S | G | 206 Workmanship | 1 SS | 2S | |
| | | Kitchen | | 1 | | | | | Remodeled | <input checked="" type="checkbox"/> No | Yes | G | 207 No. of Stories | | 1 | |
| | | Utility | | | | | | | 26 FLOORS | | | | 208 Total Rooms | | 6 | |
| | | Grade | | S | | | | | 3 HW | Conc. | Tile | | 209 Entry | | 0 | |
| | | Unf. 1/2 Floor Area | | | | | | | SW | WWC | 2 Lino. | | 210 Dining | | 1 | |
| | | Sq. Ft. | | | | | | | Other | | | | 211 Fam/Den/Rec. | | 1 | |
| | | Unf. Full Floor Area | | | | | | | 27 PLUMBING | | | | 212 Bedrooms | | 2 | |
| | | Sq. Ft. | | | | | | | 1 Tub | Basin | | | 214 Utility Type Rooms | | 0 | |
| | | 20 BUILT-INS NO. <u>NONE</u> | | | | | | | 1 Toilet | Shower St. | | | 215 No. of Built-ins | | 0 | |
| | | B. BQ. | | | | | | | 1 Sink | HW Tank | | | 216 Adeq. Electric | 1 SS | 2S | |
| | | D.W. | | | | | | | 1 Laundry Conn. | | | | 217 Adeq. Plumbing | 1 SS | 2S | |
| | | Fan. & Hd. | | | | | | | Other Sgl. Outlets | | | | 218 Adeq. Garage | 1 SS | 2S | |
| | | Vacuum | | | | | | | Roughed in Baths | | | | 219 Adeq. Storage | 1 SS | 2S | |
| | | Rng. & Ov. | | | | | | | Other | | | | 220 Bsmt. Garage | Area | | |
| | | Dbl. Oven | | | | | | | 28 FIREPLACE NO. <u>1</u> | | | | 221 Unfin. Attic | Area | | |
| | | Other | | | | | | | Bsmt. | 1st. | 2nd. | | 222 Per Cent Complete | | | |
| | | 15 FOUNDATION | | | | | | | 1 Sgl. | Mult. | Fr. Std. | | 230 Eff. <u>1964</u> Obsol. % <u>15</u> Net Cond. % | | | |
| | | X Concrete <u>8</u> Thick | | | | | | | 1 Brick | Stone | | | 231 Grade | Variation | <u>14</u> | |
| | | Concrete Block | | | | | | | Grade | SS | X S | G | 232 1st. Floor | Area | <u>1800</u> | |
| | | Post & Pier | | | | | | | Other | | | | 233 Upper Floors | Area | | |
| | | Other | | | | | | | 21 ATTIC | | | | 234 Half Story | Area | | |
| | | | | | | | | | X None | | | | 235 Unf. Floors | Area | | |
| | | | | | | | | | Unfinished | | | | 236 Fin. Attic | Area | | |
| | | | | | | | | | Finished Area | | | | 237 Strwy. to Unf. Attic | 1N | 2Y | |
| | | | | | | | | | Grade | SS | S | G | 238 Total Bsmt. | Area | <u>600</u> | |
| | | | | | | | | | Strwy. | 1 | N | 2 | 239 Fin. Bsmt. | Grade | <u>6</u> | |
| | | | | | | | | | Other | | | | 240 Daylite Bsmt. | Area | <u>300</u> | |
| | | | | | | | | | 22 BASEMENT | | | | 241 Ext. Brick | % <u>100</u> | Ext. Stone % | |
| | | | | | | | | | No. 1 | OP | Enc. | 1 | St. | | | |
| | | | | | | | | | No. 2 | OP | Enc. | 1 | St. | | | |
| | | | | | | | | | No. 3 | OP | Enc. | | St. | | | |
| | | | | | | | | | Other | | | | | | | |
| | | | | | | | | | 30 DECK <u>NONE</u> | | | | | | | |
| | | | | | | | | | No. 1 | Conc. | Wd | Cvd. | | | | |
| | | | | | | | | | No. 2 | Conc. | Wd | Cvd. | | | | |
| | | | | | | | | | No. 3 | Conc. | Wd | Cvd. | | | | |
| | | | | | | | | | Other | | | | | | | |
| | | | | | | | | | 30A SOURCE OF DATA | | | | | | | |
| | | | | | | | | | Owner | <u>2-22-78 PD</u> | | | | | | |
| | | | | | | | | | Tenant | | | | | | | |
| | | | | | | | | | N.H. | | | | | | | |
| | | | | | | | | | N.H. Card | | | | | | | |
| | | | | | | | | | Card Returned | | | | | | | |
| | | | | | | | | | 23 HEATING | | | | | | | |
| | | | | | | | | | Dil | X Gas | Elec. | | | | | |
| | | | | | | | | | F/wf | Gov. | Rdnt. | | | | | |
| | | | | | | | | | BB | X F.A. | HW | | | | | |
| | | | | | | | | | Conversion | | | | | | | |
| | | | | | | | | | Adaq. | X Inadeq. | | | | | | |
| | | | | | | | | | Other | | | | | | | |
| | | | | | | | | | 249 Fireplaces | Single | 1 | Multi.-fl. | 0 | Free-St | 2 | |
| | | | | | | | | | 250 Fireplace Add Outlets | | | | | | | |
| | | | | | | | | | 252 Porch | 1 DK | X OP | 3 | En | Area | <u>240</u> | |
| | | | | | | | | | 253 Porch | 1 DK | X OP | 3 | En | Area | <u>40</u> | |
| | | | | | | | | | 254 Porch | 1 DK | 2 OP | 3 | En | Area | | |
| | | | | | | | | | 255 Additional Costs | | | | | | | |
| | | | | | | | | | 256 Garage Att. | | | | | | | |
| | | | | | | | | | ACCESSORY IMPROVEMENTS | | | | | | | |
| | | | | | | | | | 258 Gar. Det. | Grade | 7 | Area | | <u>860</u> | | |
| | | | | | | | | | 259 Eff. Year | 19 | 64 | Net Cond. % | | | | |
| | | | | | | | | | 260 Carport | | | Area | | | | |
| | | | | | | | | | 262 No. of Parking Stalls | | | | | | <u>2</u> | |
| | | | | | | | | | 264 Pool | Grade | | Area | | | | |
| | | | | | | | | | 267 Pool Eff. Yr. | 19 | | Net Cond. % | | | | |
| | | | | | | | | | 268 1 Paured | 2 Gunite | 3 | Fib. gl. | 4 | Plastic | | |
| | | | | | | | | | 269 Concrete | | | Area | | <u>360</u> | | |
| | | | | | | | | | 270 Asphalt | | | Area | | | | |
| | | | | | | | | | 271 Other Misc. Imps. Value | | | \$ | | <u>180</u> | | |
| | | | | | | | | | 272 Permanent Review Needed | | | | | | | |
| | | | | | | | | | MISCELLANEOUS IMPROVEMENTS | | | | | | | |
| | | | | | | | | | Year | Items | Const | Gr | Floor | Roof | Dimensions | Area |
| | | | | | | | | | 1982 | DET GAR | FR | 7 | CONC | WOP | 36X36 | 1296 |
| | | | | | | | | | 1964 | PATO | | | CONC | | 10X36+11X21 | 591 |
| | | | | | | | | | 1978 | P#1 | | | CONC | COAP | 8X30 | 240 |
| | | | | | | | | | 1985 | P#2 | | | CONC | COMP | 5X8 | 40 |
| | | | | | | | | | 1989 | C.P. Att. to Gar | 7 | CONC | SHAK | 20X22 | 440 | |
| | | | | | | | | | 51 | PRINCIPAL BUILDING | | | | | | |
| | | | | | | | | | Dimensions | Area | FI | Dimensions | Area | FI | Dimensions | Area |
| | | | | | | | | | 15 x 30 | 4500 | | 20 x 30 | 600 | | x | |
| | | | | | | | | | 17 x 51 | 8670 | x | | 300 | | x | |
| | | | | | | | | | 8 x 16 | 128 | x | | | | x | |
| | | | | | | | | | 12 x 30 | 360 | x | | | | x | |
| | | | | | | | | | 282 Building Data Date | | | 12 | 11 | 7 | 1 | |
| | | | | | | | | | 283 Appraiser No. | | | 6 | 9 | 1 | 7 | |
| | | | | | | | | | 284 Reviewer No. | | | | | | | |
| | | | | | | | | | 285 Date | | | | | | | |

FS. 12-16-71T.

5528 Dec 71 TC

SECTION 20 TWP 23 N. RANGE 4 TAX LOT NO. 25 (281) 25
 DESCRIPTION Por SW 1/4 of NE 1/4 Sec 21 in Des Moines Hiway with 1/4 pill & 980' N or S in sd subdiv
 th N 89°01'25" E alg sd pill in 2001; th S 13°00'10" W 250' th N 65°46'50" W 270' to pt on sd 1/4 in
 Des Moines Hiway; th N 37°13'15" E to Bag (Rt 74) *Legal on Park*

202304-281 1160 3692 2600 3688

3. ADDRESS OF PROPERTY Route 3 - Box 145 CONTRACT PURCHASER
 4. FEE OWNER *Arto E. Macedel* 10-19-18
 5. ARCHITECT CONTRACTOR
 6. ORIG. BUILDING COST \$ OCCUPIED BY Owner RENTAL PER MONTH \$ ESTIMATED RENTAL PER MONTH \$
 7. CONDITION OF EXTERIOR Good INTERIOR Good FOUNDATION Good FLOOR PLAN Good

8. BUILDING 1 fmly. dwel. TILE WORK none PORCHES 2 1-story 1 roofed 1 enc. EXTRA FEATURES 1 beam ceiling
 1 story 4 rooms 4 1st.flr.
 INTERIOR WALLS 4 plaster
 FLOORS 4 hardwood
 FIRE PLACE 1 brick
 INTERIOR TRIM 4 fir
 PLUMBING 6 fixtures 1 tu b (pem) 1 toilet 1 basin 1 sink shw.in tub h.w.tank 1 ldy. tray good

ATTIC none
 HEATING hot air furn. oil burner
 BASEMENT 35% to 1st.flr. joist conc. 7' conc. flr. drain
 FOUNDATION concrete porch conc.
 ROOF shingle
 EXTERIOR WALLS brick veneer

9. CORNER JOINTS brick DOWN SPOUTS SEWER CONNECTED no
 10. FIRST FLOOR JOIST SIZE 2 x 10 AND 18 INCH CENTERS BRIDGED yes
 11. FIRST FLOOR JOIST SUPPORT COLUMN OR POST SIZE conc. partitions
 12. CLASS OR GRADE NO. 4-medium SHAPE NO.
 13. BUILDING FINISHED OR UNFINISHED finished
 14. DEPRECIATION: CONDITION 40 % OBSLSE. % ECON. SUIT. TOTAL 444
 YEAR BUILT 1918 REMODELED. EFFECTIVE AGE 80 yrs. FUTURE LIFE 50 YRS.

LAND INFORMATION
 1. SIZE 2. ROAD
 3. SEWAGE DRAINAGE WATER PUMP
 4. TEND 5. DISTRICT 6. USE
 LAND USE BOIL TYPE CROPS-TIMBER STAND NO. ACRES VALUE-ACRE VALUE

LAND SIZE X TOTAL NUMBER OF ACRES VALUE \$
 ASSESSED VALUE \$
 REMARKS

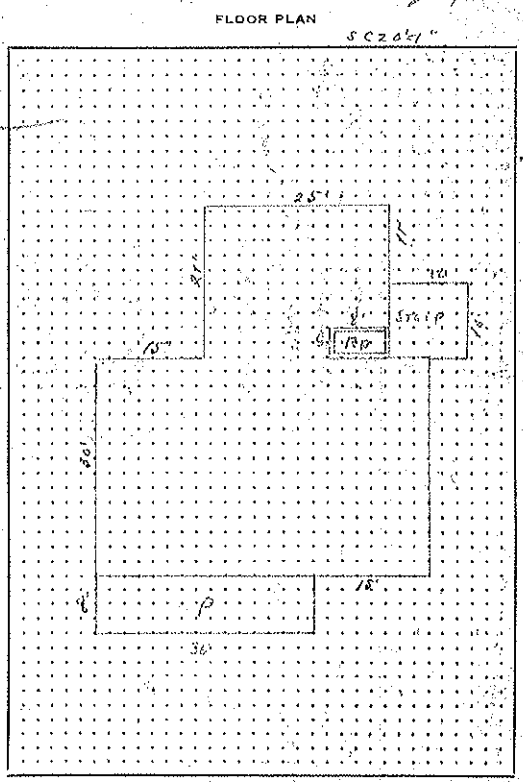
MAIN BUILDING
 DIMENSION SQ. FT. AREA
 30 x 45 1875
 21 x 25
 PCH. 8 x 30 240
 PCH. 5 x 8 PCH.
 IMPROVEMENT VALUE
 MAIN BUILDING \$ 1760
 OTHER BUILDINGS \$ 140
 TOTAL \$ 1900.5000
 ASSESSED VALUE 80% \$ 1520.5000
 DATE 1/1/38
 5200-71



| OTHER BUILDINGS | CONSTRUCTION | FLOOR | ROOF | STY. | DIMENSION | AREA | VALUE |
|-----------------|--------------|-------|-------|------|-----------|-------|---------|
| GARAGE 2 car | single | conc. | shg. | 1 | 16 x 18 | 288 | \$ 119. |
| Shed | | wood | t.p. | 1 | 14 x 18 | 224 | 48. |
| Tool house | | wood | paper | 1 | 12 x 30 | 360 | 64. |
| Shed | | dirt | paper | 1 | 12 x 12 | 144 | 21. |
| Gar | Shed | Conc. | Comp | 1 | 24 x 36 | 864 | 246. |
| | | | | | | TOTAL | 498. |

| OWNER OR CONTRACT PURCHASER | DATE | FILE NO. | PRICE | MTGE. | STAMP |
|-----------------------------|---------|----------|--------|-------|-------|
| Frank L. Anderson | 1/31 | | | | |
| Geo. Campbell | 12/8/53 | 2113877 | 15,250 | | |

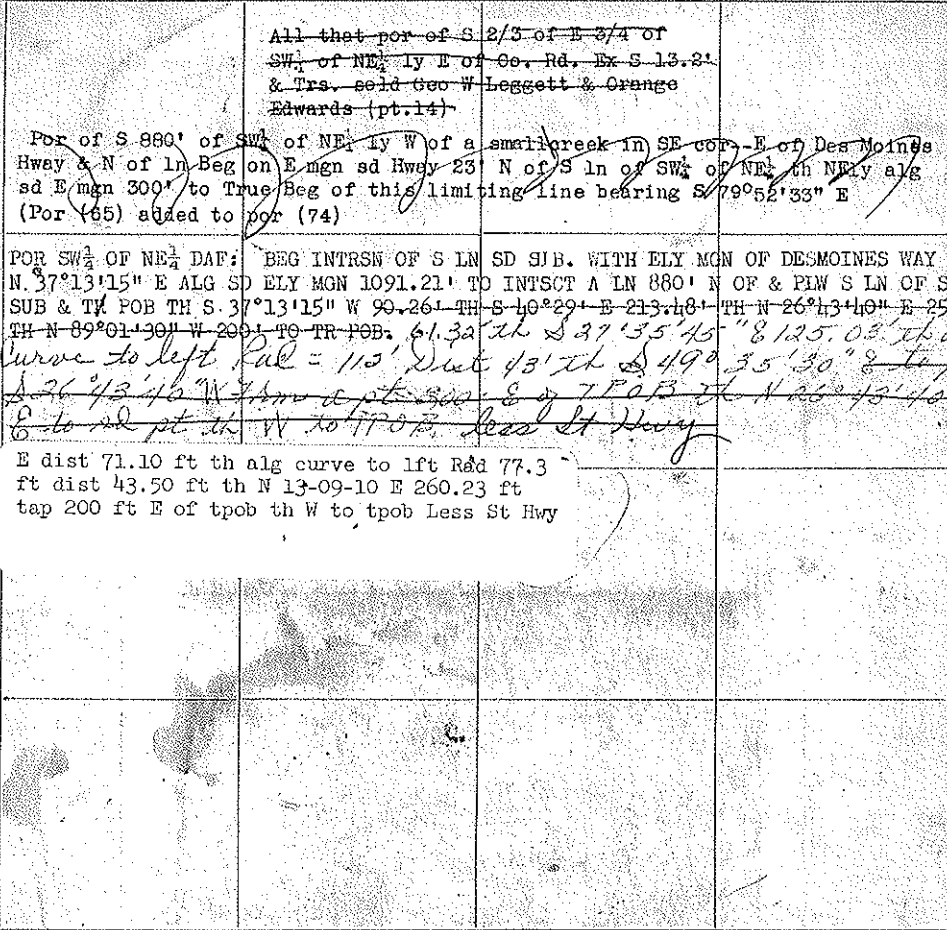
REMARKS Supplemental residence A- \$ 190.
 " farm B- 100.
 " " C- 60.
 " " D- 40.
 390.
 Main card 950.
 1340.



LAND CLASSIFICATION AND SEGREGATION
THIS SQUARE INDICATES _____ ACRES
INDICATE BY AREAS, USE OF LAND BY MARKS AND TYPE BY LETTERS

SECTION NE 20
TWP. 23 N
RANGE 4 E

AERIAL PHOTO
QUARTER MAP
PLAT MAP
Folio #20445 Co.



- LAND USE ACRES
- 111 CULTIVATED _____
 - # PASTURE _____
 - 00 TIMBER _____
 - XX STUMP _____
 - GRAVEL OR USELESS _____
 - SWAMP _____
- LAND TYPE ACRES
- A SHOT CLAY _____
 - B BOG _____
 - C PEAT _____
 - D SILT _____
 - E _____ LOAM _____
 - F GRAVEL _____
 - G BOTTOM _____
 - H UPLANDS _____
 - K HILLY _____

TAX LOT NO. 281
PARCEL NO.

IF USED AS SECTION SCALE ONE INCH 800 FEET OR 640 ACRES OR 5280 FEET
IF USED AS 1/4 " SCALE ONE INCH 400 FEET OR 160 ACRES OR 2640 FEET
IF USED AS 1/4 OF 1/4 " SCALE ONE INCH 200 FEET OR 40 ACRES OR 1320 FEET
IF USED AS 1/4-1/4 " SCALE ONE INCH 100 FEET OR 10 ACRES OR 660 FEET

| YEAR | AC. | LAND | BLDG'S. | TOTAL | DATE | BY | REASON | DECREASE | INCREASE | DECREASE | INCREASE |
|------|-------|------|---------|-------|------|----|--------|----------|----------|----------|----------|
| 1978 | 1340. | | | 1340. | | | | | | | |
| 1979 | 1190 | | | 1190 | | | | | | | |
| 1980 | 1570 | | | 1570 | | | | | | | |
| 1981 | 1810 | | | 1810 | | | | | | | |
| 1982 | 1510 | | | 1510 | | | | | | | |
| 1983 | 1570 | | | 1570 | | | | | | | |
| 1984 | 1190 | | | 1190 | | | | | | | |
| 1985 | 1340 | | | 1340 | | | | | | | |
| 1986 | 1810 | | | 1810 | | | | | | | |
| 1987 | 1570 | | | 1570 | | | | | | | |
| 1988 | 1190 | | | 1190 | | | | | | | |
| 1989 | 1340 | | | 1340 | | | | | | | |
| 1990 | 1570 | | | 1570 | | | | | | | |
| 1991 | 1810 | | | 1810 | | | | | | | |
| 1992 | 1570 | | | 1570 | | | | | | | |
| 1993 | 1190 | | | 1190 | | | | | | | |
| 1994 | 1340 | | | 1340 | | | | | | | |
| 1995 | 1570 | | | 1570 | | | | | | | |
| 1996 | 1810 | | | 1810 | | | | | | | |
| 1997 | 1570 | | | 1570 | | | | | | | |
| 1998 | 1190 | | | 1190 | | | | | | | |
| 1999 | 1340 | | | 1340 | | | | | | | |
| 2000 | 1570 | | | 1570 | | | | | | | |
| 2001 | 1810 | | | 1810 | | | | | | | |
| 2002 | 1570 | | | 1570 | | | | | | | |
| 2003 | 1190 | | | 1190 | | | | | | | |
| 2004 | 1340 | | | 1340 | | | | | | | |
| 2005 | 1570 | | | 1570 | | | | | | | |
| 2006 | 1810 | | | 1810 | | | | | | | |
| 2007 | 1570 | | | 1570 | | | | | | | |
| 2008 | 1190 | | | 1190 | | | | | | | |
| 2009 | 1340 | | | 1340 | | | | | | | |
| 2010 | 1570 | | | 1570 | | | | | | | |
| 2011 | 1810 | | | 1810 | | | | | | | |
| 2012 | 1570 | | | 1570 | | | | | | | |
| 2013 | 1190 | | | 1190 | | | | | | | |
| 2014 | 1340 | | | 1340 | | | | | | | |
| 2015 | 1570 | | | 1570 | | | | | | | |
| 2016 | 1810 | | | 1810 | | | | | | | |
| 2017 | 1570 | | | 1570 | | | | | | | |
| 2018 | 1190 | | | 1190 | | | | | | | |
| 2019 | 1340 | | | 1340 | | | | | | | |
| 2020 | 1570 | | | 1570 | | | | | | | |
| 2021 | 1810 | | | 1810 | | | | | | | |
| 2022 | 1570 | | | 1570 | | | | | | | |
| 2023 | 1190 | | | 1190 | | | | | | | |
| 2024 | 1340 | | | 1340 | | | | | | | |
| 2025 | 1570 | | | 1570 | | | | | | | |
| 2026 | 1810 | | | 1810 | | | | | | | |
| 2027 | 1570 | | | 1570 | | | | | | | |
| 2028 | 1190 | | | 1190 | | | | | | | |
| 2029 | 1340 | | | 1340 | | | | | | | |
| 2030 | 1570 | | | 1570 | | | | | | | |

RECORD OF ASSESSED VALUE

DISTRICT: ROAD 2

SCHOOL: 2

WATER: 2

FIRE: 2

SEWER: 2

HOSPITAL: 2

AMBIENT: 2

LIB: 2

DECREASE OR INCREASE IN ASSESSED VALUATION

DECREASE: 2

INCREASE: 2

BUILDING: 2

LAND: 2

INCREASE: 2

DECREASE: 2

INCREASE: 2

INCREASE: 2

DECREASE: 2

INCREASE: 2

State of Washington
ALBERT D. ROSELLINI, Governor
Department of Conservation
EARL COE, Director

DIVISION OF MINES AND GEOLOGY
MARSHALL T. HUNTING, Supervisor

Bulletin No. 44

**PEAT RESOURCES
OF
WASHINGTON**

By
GEORGE B. RIGG



STATE PRINTING PLANT, OLYMPIA, WASH.
1958

For sale by Department of Conservation, Olympia, Washington.
Price, \$4.00.

LIBRARY
DEPARTMENT OF NATURAL RESOURCES
GEOLOGY AND EARTH RESOURCES DIVISION
OLYMPIA, WASHINGTON 98504

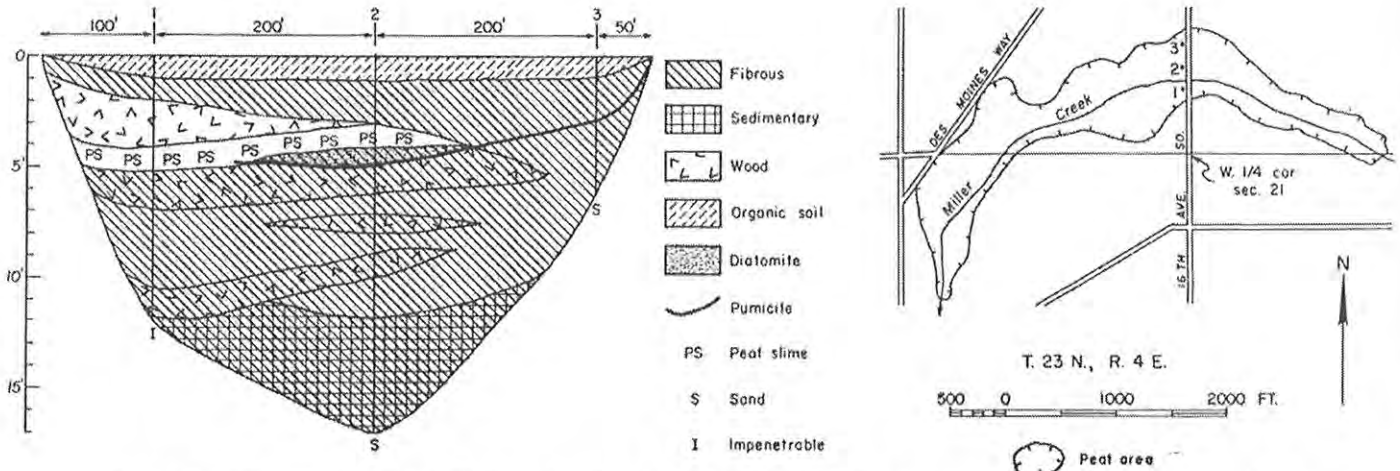


FIGURE 47.—Map and profile of Miller Creek peat area (56 acres). Map adapted from U. S. Department of Agriculture soil map of King County.

bordering the west side of Shadow Lake (map, fig. 46). It is about 8 miles east of Kent. A county road crosses the western part of it. The area is mapped as Greenwood peat and Rifle peat on the soil map of King County (Poulson et al., 1952). The peat and the lake which it borders lie in a depression in the glacial drift of the plateau region. The lake is known as Shadow Lake but is shown as Spoon Lake on some maps.

More than half of this peat area is sphagnum bog, in which the usual bog herbs and low shrubs are found. Scattered spruce and hemlock trees also occur. *Hypnum* moss is more abundant in this sphagnum bog than in most sphagnum bogs of western Washington. In many places living *Hypnum* is more abundant than living *Sphagnum*. The western part of this peat area is swamp forest in which cedar, alder, and dogwood trees grow. Water celery and other semiaquatic plants grow among the trees. The south arm of this area was not examined.

The acreage of sphagnum peat (fig. 46) is large, but the peat is shallow. The quality of the sphagnum is good, but it is somewhat mixed with hypnum, which lacks the high water-absorbing power of sphagnum. The sedge peat varies from disintegrated to decomposed. The diatomite found in hole 1 is light brown and contains some wood. A layer of tan and brown pumicite is half an inch thick. No evidence of any attempt at utilization was seen.

Miller Creek peat area

The Miller Creek peat area (56 acres) is in secs. 20 and 21, T. 23 N., R. 4 E. (map, fig. 47). It is about 2 miles south of the south city limits of Seattle, and the streets and avenues in the vicinity are numbered on the Seattle system. Sixteenth Avenue South crosses the peat from north to south, and Southwest 146th Street extends near the southern border.

This peat is in the plateau region and extends about 1 mile along Miller Creek, which flows southwestward into Puget Sound. Its maximum width is about 800 feet. It is mapped as Rifle peat on the soil map of King County (Poulson et al., 1952). A few blocks west of the profile, fibrous peat is being excavated and sold in small trans-

parent plastic bags by Hi-Line Leaf Mold Products, 15012 Des Moines Way, Seattle. In the vicinity of the profile the peat is utilized for truck gardens.

The profile is parallel to a drainage ditch which extends to the creek. The peat soil at the surface is black. The fibrous peat is dark brown to black, is disintegrated to decomposed, and contains some diatomite. At hole 1 the peat at the 12-foot depth is so compact that bottom could not be reached with the peat borer. The sedimentary peat is olive in color and rests on sand. The layer of brown pumicite is $\frac{1}{2}$ inch thick. Tests made at hole 1 indicate that this peat is rather weakly acidic and that the acidity at the 12-foot depth is only slightly less than at the surface. The pH at 1 foot is 5.0; at 8 feet, 5.3; and at 12 feet, also 5.3.

Aries Farm peat area

The Aries Farm peat area is in sec. 34, T. 26 N., R. 5 E., about 2 miles northwest of Redmond, from which it is reached by a county road. It is mapped as Rifle peat on the soil map of King County (Poulson et al., 1952). The outline of the peat area as shown on this map indicates 54 acres, but it is evidently larger than shown, as hole 1 of the profile (map, fig. 48) is not within the peat area as shown on the soil map. The exact boundaries of the peat have not been determined.

This peat area lies in the flat valley through which the Sammamish River flows on its course from Sammamish Lake to Lake Washington. The channel of the river in the vicinity of the peat is shown as a canal on Metsker's Map of King County. The channel was dredged after the level of Lake Washington was lowered about 7 feet in 1917. (See Mercer Slough peat area on p. 69). This, of course, increased the drainage from the peat area and probably laid bare some parts that were formerly under water. The entire flat in which the peat lies is shown as marsh with a meandering stream flowing through it on the Snohomish 30-minute quadrangle, the topography for which was surveyed in 1893-94-95.

The relative positions of the 1-inch layer of brown pumicite in the peat here and the pumicite in the Sam-