



## MEMORANDUM

DATE: March 13, 2023

TO: Medina City Council

FROM: Stephanie Keyser, Planning Manager  
Emily Miner, Assistant City Attorney

RE: Staff Report – OGC Vacation Request

---

This memorandum summarizes City Staff's analysis of Overlake Golf Course's ("OGC") vacation petition to the City Council, requesting that the City vacate a portion of NE 16<sup>th</sup> St. and 80<sup>th</sup> Ave NE.

### **A. Identity of Petitioner and Description of Proposed Vacation Area**

1. In December 2022, the City received a petition requesting vacation of a portion of NE 16<sup>th</sup> St. and 80<sup>th</sup> Ave NE. The petition was filed by OGC, the owner of the property located at 8000 NE 16<sup>th</sup> Street, Medina, WA.
2. The location and boundaries of the proposed vacation area are depicted on the attached survey submitted by OGC as part of their vacation petition. See Exhibit A.
3. OGC submitted the application and petition using the approved format for submittal.
4. To the City's knowledge, no utilities have been installed above or below ground on the portion of the ROW requested to be vacated; however, the Points Loop Trail does follow the unopened ROW and is utilized by pedestrians and bikers. The trail is currently routed around the edge of one of OGC's parcels.
5. The proposed vacation area is currently developed with a parking lot and sport courts owned and maintained by OGC and is not considered part of the improved streetscape.

## **B. Property Ownership History**

1. OGC owns five parcels within the City, comprising approximately 131 acres that is used exclusively for a golf course. See Exhibit B. Four of the parcels (Nos. 2525049001, 2525049004, 2525049020, and 2525049003) are contiguous and share common property lines. However, Parcel No. 3025300392 is separated from the other four parcels by the portion of ROW OGC seeks to vacate (an L-shaped unopened portion of ROW consisting of NE 16<sup>th</sup> Street and 80<sup>th</sup> Ave NE).
2. In 1981, OGC purchased the 5 parcels from Northwest Building Corporation (see Exhibit C), subject to an option agreement reserved by Northwest Building Corporation to exercise the option to buy back the parcels for a specified period of time. See Exhibit D. The option agreement can only be exercised if OGC fails to maintain the parcels as a private golf course. In other words, under this agreement, OGC is required to maintain the parcels exclusively as a private golf course. The option agreement explicitly prohibits the construction of office buildings, residences, condominiums, apartments, and retail shops. The option expires 21 years after the last grandchild of Norton Clapp dies.<sup>1</sup>
3. OGC continues to maintain the five parcels as a golf course with accessory uses including sport courts, a swimming pool, a clubhouse, parking, and shop/garage.

## **C. Permitting History**

1. In 1991, OGC submitted a request to demolish the existing clubhouse and pro shop/storage building and construct a new clubhouse in the same location. The demolition and re-build was approved via Special Use/Conditional Use Permit No. 148. See Exhibit E. An explicit requirement of CUP No. 148 was that the first phase of construction must include the reconfiguration of the parking to organize and maximize the parking spaces. *Id.* at Condition 9.
2. In 1993, OGC submitted a request to use the unopened portion of the public right-of-way in conjunction with the rebuilding of the clubhouse permitted under CUP No. 148. This request was reviewed and approved by the Medina Board of Adjustments pursuant to Case No. 779, subject to certain conditions. See Exhibit F.
3. In 2016, the City received a request from OGC to renovate the existing clubhouse. This request was approved pursuant to permit numbers PL-16-006, PL-16-007, CMP-16-004<sup>2</sup>.

## **D. Applicable Zoning Regulations**

---

<sup>1</sup> Per section 8 of the Option Agreement, the youngest grandchild was born May 21, 1981.

<sup>2</sup> These permits have not be included with the memorandum due to their size but are available upon request.

1. While the City is still waiting on confirmation from OGC verifying the commencement of the golf course use on these five parcels, based on available information, it appears that all five parcels have been in use as a golf course, and accessory uses to the golf course, since 1952.
2. The parcels are zoned R-20. R-20 zoning is limited to single family residential uses. However, because it appears the use of the parcels preceded all City zoning regulations, the use of the parcels as a golf course was likely considered a legally non-conforming use<sup>3</sup> until 1992 when OGC applied for and received CUP No. 148, which formally approved the use and associated structures<sup>4</sup>.
3. In September 2013, the City amended its development regulations to list public and private clubhouses and golf courses in the Land Use Table 20.21.030 of the Medina Municipal Code (“MMC”) as a special use in the R-20 zoning district. Ord. No. 900 § 4 (Att. A), 2013. Applicability of the zoning regulations on the parcels is addressed in the section below.
4. The code defines golf course as an “area with at least nine holes for playing golf, including improved tees, greens, fairways, hazards, and a driving range. [The] [f]acility may include a clubhouse with related pro-shop, restaurant/food, and alcohol service.” MMC 16.10.080. Additionally, MMC 16.32.070 provides for specific development regulations for golf courses in addition to the underlying zoning regulations.

#### **E. Applicability of Zoning Regulations on OGC Parcels if Vacation is Granted**

1. Granting the vacation would have minimal impact to the four contiguous parcels. Those four parcels would continue to be subject to the Golf Course development criteria in MMC 16.32.070, as well as the underlying R-20 zoning regulations.
2. The most significant impact would be to the non-contiguous Parcel No. 3025300392 because it would become contiguous with the four other parcels, thus making the uses on that parcel conform with the Golf Course development criteria in MMC 16.32.070 in addition to the underlying R-20 zoning regulations. Those regulations specifically include:

---

<sup>3</sup> Pursuant to MMC 16.12.150, a nonconforming use means any activity, development, or condition that by the zone in which it is located is not permitted outright or permitted as an accessory use, or is not permitted by a conditional use permit or other special permitting process, but was lawfully created prior to the effective date of the zone, or subsequent amendments thereto, and was continually maintained without abandonment as defined in this chapter. A nonconforming use may or may not involve structures and may involve part of, or all of, a structure or property.

<sup>4</sup> As noted above, the City is waiting on OGC to provide verification of the commencement of the golf course and associated accessory structures on the five parcels; however, available records indicate that the use began in 1952, which is prior to the City’s incorporation in 1955, thus likely making the use legally non-conforming until 1992 when OGC applied for and received CUP No. 148.

- No building other than an open shelter could be constructed within 100 feet of the outer boundaries of the golf course adjoining properties containing a residential use. (MMC 16.32.070.A.2).
  - The underlying zoning regulations (which is R-20) would apply for height, structural coverage, and impervious surface. (MMC 16.32.070.A.3).
  - The maximum height of any new structure would be 25-feet from the low point of original grade or 28-feet from the low point of finished grade and whichever elevation produces the lower upper elevation is what is used. (MMC Table 16.23.050.A).
  - The maximum structural coverage would be 21% of the new lot and the maximum impervious surface would be 52.5% of the new lot. (MMC Table 16.23.020.B).
3. Additionally, any proposed project may also require additional land use permits including Non-Administrative Special Use Permit (MMC 16.72.010), Site Plan Review (MMC 16.72.040), SEPA (MMC Title 14), and/or a Non-Administrative Variance (MMC 16.72.030).

**F. Applicability of Zoning Regulations on OGC Parcels if Vacation is not Granted**

1. If the vacation was not granted, the four contiguous parcels would continue to be subject to the Golf Course development criteria in MMC 16.32.070, as well as the underlying R-20 zoning regulations.
2. Additionally, if the vacation was not granted, this would mean Parcel No. 3025300392, the non-contiguous parcel containing the sport courts and parking, would not be on the *grounds of the golf course* (MMC 16.32.070.E) and would therefore remain subject to the existing 1992, 1993, and 2016 permits.
3. This means that if OGC wanted to modify the existing uses on Parcel No. 3025300392, they would need to apply for, and be granted, a new nonadministrative conditional use permit or nonadministrative special use permit, along with any other applicable land use permits. MMC 16.72.010.

The underlying zoning regulations (which is R-20) would continue to apply for height, structural coverage, and impervious surface for any development on the parcel. Specifically:

- The maximum height of any new structure would be 25-feet from the low point of original grade or 28-feet from the low point of finished grade and whichever elevation produces the lower upper elevation is what is used. (MMC Table 16.23.050.A).

- The maximum structural coverage would be 21% of the lot and the maximum impervious surface would be 52.5% of the lot. (MMC Table 16.23.020.B).
- If the vacation is not granted, Parcel No. 3025300392 would technically remain a corner lot which means it would have two *fronts*, one *rear*, and one *side* yard setback. The setbacks for this lot would be: 30-feet each front, 30-feet rear, and 20-feet from the side property line (MMC Table 16.22.030 and MMC Figure 16.22.030.B). Any deviation from the development regulations would require a non-administrative variance.

### **Exhibits**

1. Exhibit A – Survey of Requested Portion of ROW
2. Exhibit B – Parcel Map
3. Exhibit C – 1981 Statutory Warranty Deed
4. Exhibit D – 1981 Option Agreement
5. Exhibit E – February 25, 1992 Medina Planning Commission meeting minutes
6. Exhibit F – January 19, 1993 Medina Board of Adjustment meeting minutes

**EXHIBIT A**

# BOUNDARY AND TOPOGRAPHIC SURVEY

A PORTION OF SW 1/4 OF THE NE 1/4, THE SE 1/4 OF THE NE 1/4,  
THE NW 1/4 OF THE SE 1/4 AND THE NE 1/4 OF THE SE 1/4 OF  
SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M.,  
CITY OF MEDINA, KING COUNTY, WASHINGTON

### LEGAL DESCRIPTIONS (ADJOINING PARCELS)

**TAX PARCEL 252504-9003:**  
THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THAT PORTION THEREOF LYING WITHIN THE PLAT OF FAIRWAY MEW, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 65 OF PLATS, PAGE 43 AND 44;  
AND EXCEPT THE NORTH 30 FEET THEREOF;  
AND EXCEPT THE SOUTH 30 FEET THEREOF CONVEYED TO KING COUNTY FOR STREET BY DEED RECORDED UNDER RECORDING NUMBER 2061160

**TAX PARCEL 252504-9004:**  
THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THE NORTH 30 FEET OF THE WEST 30 FEET THEREOF;  
AND EXCEPT THE EAST 30 FEET THEREOF CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECORDING NO. 1055861;  
AND EXCEPT THE SOUTH 30 FEET OF THE WEST 30 FEET THEREOF CONVEYED TO KING COUNTY FOR STREET BY DEED RECORDED UNDER RECORDING NO. 2611160.

**TAX PARCEL 252504-9020:**  
THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THE EAST 30 FEET THEREOF;  
ALSO EXCEPT THE SOUTH 30 FEET THEREOF;  
ALSO EXCEPT THE WEST 30 FEET THEREOF;  
ALSO EXCEPT THE NORTH 350 FEET OF THE SOUTH 380 FEET OF THE WEST 700 FEET OF THE EAST 730 FEET THEREOF;  
ALSO EXCEPT THAT PORTION THEREOF APPROPRIATED BY THE CITY OF MEDINA FOR REALIGNMENT OF 80TH AVENUE NORTHEAST BETWEEN 8TH/ STREET AND NORTHEAST 12TH STREET BY THE CITY OF MEDINA ORDINANCE NO. 97, RECORDED UNDER RECORDING NO. 5248245.

SITUATE IN THE CITY OF MEDINA, COUNTY OF KING, STATE OF WASHINGTON.

**TAX PARCEL 302530-0392:**  
THE EAST THREE TENTHS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M. IN KING COUNTY, WASHINGTON;  
EXCEPT THE NORTH 30 FEET AND EAST 30 FEET THEREOF;  
(BEING KNOWN AS TRACTS 235, 236 AND 237 OF HALF-HOUR-ONE-HALF-ACRE TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).  
SITUATE IN THE CITY OF MEDINA, COUNTY OF KING, STATE OF WASHINGTON.

### LEGAL DESCRIPTION (PROPOSED RIGHT-OF-WAY VACATION)

THAT PORTION OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 04 EAST, W.M. IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

THE SOUTH 30.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND; THE SOUTH 30.00 FEET OF THE WEST 30.00 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER AND;  
THE WEST 30.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND;  
THE EAST 30.00 FEET OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND;  
THE NORTH 30.00 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER;

EXCEPT ANY PORTION THEREOF LYING WESTERLY OF THE NORTHERLY PROLONGATION OF THE WEST LINE OF THE EAST THREE TENTHS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER (ALSO BEING THE WEST LINE OF LOT 235 OF THE UNRECORDED PLAT OF HALF-HOUR-ONE-HALF-ACRE TRACTS) AND;

AND EXCEPT ANY PORTION THEREOF LYING SOUTHERLY OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE EASTERLY PROLONGATION THEREOF.

SITUATE IN THE CITY OF MEDINA, COUNTY OF KING, STATE OF WASHINGTON.

### SURVEYOR'S NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM STEWART TITLE COMPANY SUBDIVISION GUARANTEES ORDER NO. 22000201033 DATED DECEMBER 07, 2022, ORDER NO. 22000200630 DATED JULY 06, 2022 AND ORDER NO. 22000200931 DATED OCTOBER 26, 2022. IN PREPARING THIS MAP, D.R. STRONG CONSULTING ENGINEERS INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS D.R. STRONG CONSULTING ENGINEERS INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE ABOVE REFERENCED STEWART TITLE COMPANY GUARANTEES. D.R. STRONG CONSULTING ENGINEERS INC. HAS RELIED WHOLLY ON STEWART TITLE COMPANY REPRESENTATIONS OF THE TITLE'S CONDITIONS TO PREPARE THIS SURVEY AND THEREFORE D.R. STRONG CONSULTING ENGINEERS INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

2. THIS IS A SURVEY OF A PORTION OF THE PUBLIC RIGHT-OF-WAY OF NE 16TH ST. AND 80TH AVE. NE IN SUPPORT OF A PROPOSED VACATION OF SAME.

3. ALL SURVEY CONTROL AND PROPERTY CORNERS WERE LAST VISITED ON 11/21/2022 UNLESS OTHERWISE SHOWN HEREON.

4. ALL DISTANCES ARE IN U.S. SURVEY FEET.

5. THIS IS A COMBINED FIELD TRAVERSE AND GLOBAL POSITIONING SYSTEM SURVEY. A TRIMBLE S7 ONE SECOND COMBINED ELECTRONIC TOTAL STATION AND A LEICA SERIES 1200 GLOBAL POSITIONING SYSTEM WERE USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MEET OR EXCEED THOSE SPECIFIED IN WAC 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

6. THE GRID TO GROUND DISTANCE CONVERSION UTILIZES AN AVERAGE COMBINED SCALE FACTOR OF 0.99997808.

7. REFER TO SURVEY RECORDING NUMBERS 2022031690008 (R1) AND 2022100390005 (R2) FOR ADDITIONAL SECTION BREAKDOWN INFORMATION.

8. UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE UTILITIES WITH EVIDENCE OF THEIR INSTALLATION VISIBLE AT GROUND SURFACE ARE SHOWN HEREON. UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY. UNDERGROUND CONNECTIONS ARE SHOWN AS STRAIGHT LINES BETWEEN SURFACE UTILITY LOCATIONS BUT MAY CONTAIN BENDS OR CURVES NOT SHOWN. SOME UNDERGROUND LOCATIONS SHOWN HEREON MAY HAVE BEEN TAKEN FROM PUBLIC RECORDS. D.R. STRONG CONSULTING ENGINEERS INC. ASSUMES NO LIABILITY FOR THE ACCURACY OF PUBLIC RECORDS.

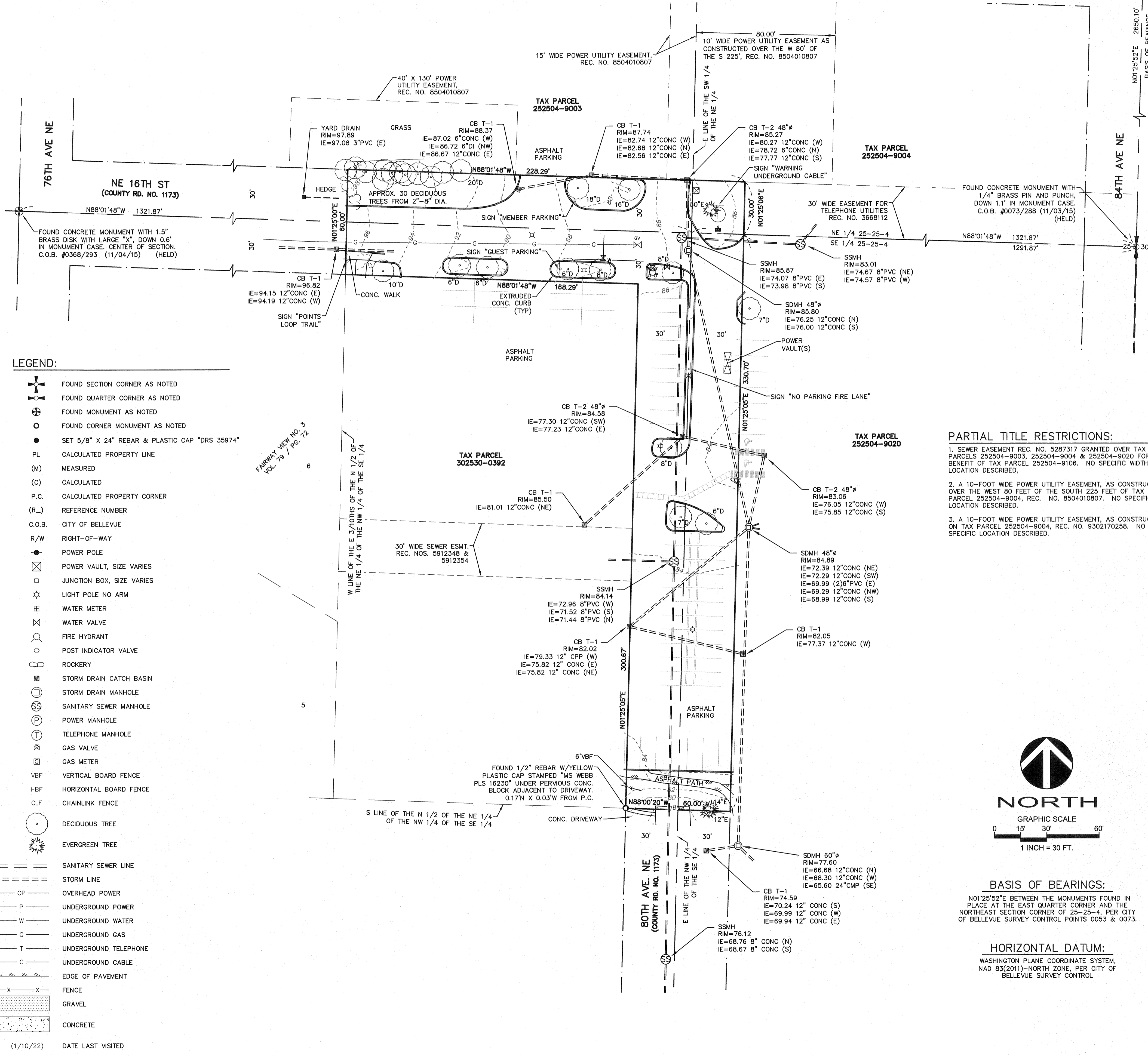
9. CONTOURS SHOWN HEREON ARE AT 2-FOOT INTERVALS AND ARE BASED ON DIRECT FIELD MEASUREMENTS.

10. INTERPOLATED ELEVATIONS ARE ACCURATE WITHIN ONE-HALF CONTOUR INTERVAL PER NATIONAL MAPPING STANDARDS.

11. ONLY THOSE EASEMENTS, NOTED WITHIN THE ABOVE MENTIONED TITLE REPORTS, WHICH ADJOIN THE SUBJECT RIGHT-OF-WAY ARE DEPICTED HEREON. IT IS UNKNOWN WHETHER ANY PORTION OF CERTAIN EASEMENTS WHICH HAVE NO SPECIFIC LOCATION DESCRIPTION MAY ADJOIN SAID RIGHT-OF-WAY AND SAID EASEMENTS ARE NOTED HEREON UNDER THE HEADING "PARTIAL TITLE RESTRICTIONS".

### REFERENCES:

1. SURVEY - REC. NO. 2022031690008
2. SURVEY - REC. NO. 2022100390005
3. STEWART TITLE CO. ORDER #22000201033 (TAX PARCEL #252504-9003)
4. STEWART TITLE CO. ORDER #22000201033 (TAX PARCEL #252504-9004)
5. STEWART TITLE CO. ORDER #22000200630 (TAX PARCEL #252504-9020)
6. STEWART TITLE CO. ORDER #22000200931 (TAX PARCEL #302530-0392)

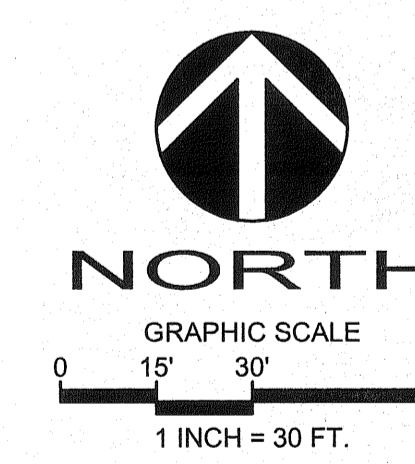


### LEGEND:

- FOUND SECTION CORNER AS NOTED
- FOUND QUARTER CORNER AS NOTED
- FOUND MONUMENT AS NOTED
- FOUND CORNER MONUMENT AS NOTED
- SET 5/8" X 24" REBAR & PLASTIC CAP "DRS 35974"
- CALCULATED PROPERTY LINE
- MEASURED
- CALCULATED CORNER
- CALCULATED PROPERTY CORNER
- REFERENCE NUMBER
- CITY OF BELLEVUE
- RIGHT-OF-WAY
- POWER POLE
- POWER VAULT, SIZE VARIES
- JUNCTION BOX, SIZE VARIES
- LIGHT POLE NO ARM
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- POST INDICATOR VALVE
- ROCKERY
- STORM DRAIN CATCH BASIN
- STORM DRAIN MANHOLE
- SANITARY SEWER MANHOLE
- POWER MANHOLE
- TELEPHONE MANHOLE
- GAS VALVE
- GAS METER
- VERTICAL BOARD FENCE
- HORIZONTAL BOARD FENCE
- CHAINLINK FENCE
- DECIDUOUS TREE
- EVERGREEN TREE
- SANITARY SEWER LINE
- STORM LINE
- OVERHEAD POWER
- UNDERGROUND POWER
- UNDERGROUND WATER
- UNDERGROUND GAS
- UNDERGROUND TELEPHONE
- UNDERGROUND CABLE
- EDGE OF PAVEMENT
- FENCE
- GRAVEL
- CONCRETE
- DATE LAST VISITED (1/10/22)

### PARTIAL TITLE RESTRICTIONS:

1. SEWER EASEMENT REC. NO. 5287317 GRANTED OVER TAX PARCELS 252504-9003, 252504-9004 & 252504-9020 FOR BENEFIT OF TAX PARCEL 252504-9106. NO SPECIFIC WIDTH OR LOCATION DESCRIBED.
2. A 10-FOOT WIDE POWER UTILITY EASEMENT, AS CONSTRUCTED, OVER THE WEST 80 FEET OF THE SOUTH 225 FEET OF TAX PARCEL 252504-9004, REC. NO. 8504010807. NO SPECIFIC LOCATION DESCRIBED.
3. A 10-FOOT WIDE POWER UTILITY EASEMENT, AS CONSTRUCTED, ON TAX PARCEL 252504-9004, REC. NO. 9302170258. NO SPECIFIC LOCATION DESCRIBED.



### BASIS OF BEARINGS:

N01°25'52"E BETWEEN THE MONUMENTS FOUND IN PLACE AT THE EAST QUARTER CORNER AND THE NORTHEAST SECTION CORNER OF 25-25-4, PER CITY OF BELLEVUE SURVEY CONTROL POINTS 0053 & 0073.

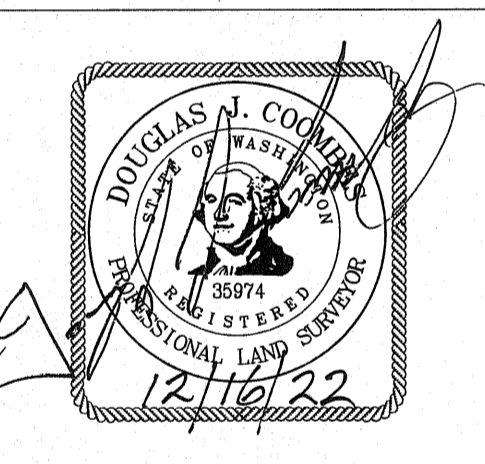
### HORIZONTAL DATUM:

WASHINGTON PLANE COORDINATE SYSTEM, NAD 83(2011)-NORTH ZONE, PER CITY OF BELLEVUE SURVEY CONTROL.

**DRS**  
D.R. STRONG  
CONSULTING ENGINEERS  
ENGINEERS PLANNERS SURVEYORS  
620 - 7th AVENUE KIRKLAND, WA 98033  
O 425.827.3053 F 425.827.2423

PROPOSED STREET VACATION  
NE 16TH ST & 80TH AVE NE

OVERLAKE GOLF AND  
COUNTRY CLUB  
PO BOX 97  
MEDINA WA 98039



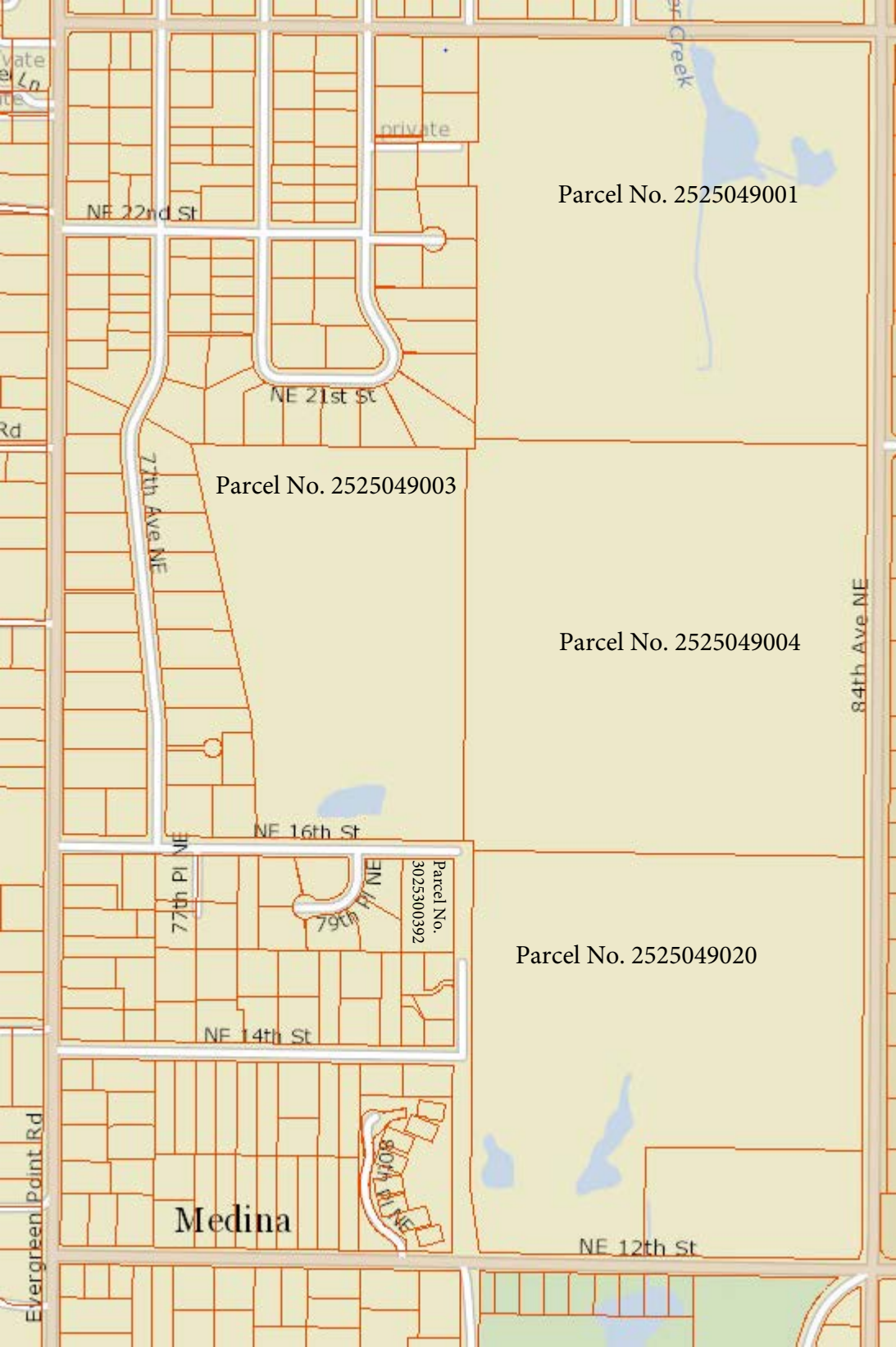
APR	
REVISION	
DATE	

PROJECT SURVEYOR: DJC  
DRAFTED BY: DJC  
FIELD BOOK: 308  
DATE: 12-16-2022  
PROJECT NO.: 15125

SHEET: 1 OF 1

**EXHIBIT B**





Parcel No. 2525049001

Parcel No. 2525049003

Parcel No. 2525049004

Parcel No. 2525049020

Parcel No.  
3025300392

Medina

ivate  
e Ln  
ns

Rd

Evergreen Point Rd

Creek

private

NE 22nd St

NE 21st St

77th Ave NE

NE 16th St

77th Pl NE

79th Pl NE

NE 14th St

80th Pl NE

84th Ave NE

NE 12th St

**EXHIBIT C**



PIONEER NATIONAL  
TITLE INSURANCE  
ATICOR COMPANY  
Filed for Record at Request of

AFTER RECORDING MAIL  
TO: AIR MAIL  
NOV 11 11 03 AM '81  
RECORDS & COLLECTIONS  
NOV 11 11 03 AM '81

THIS SPACE RESERVED FOR RECORDER'S USE

KING COUNTY  
EXCISE TAX PAID  
JUN 16 1981  
E0641611

156484  
REVENUE  
WASHINGTON  
DEPT. OF REVENUE  
900.00  
NOV 11 11 03 AM '81  
NO 470 E  
\*\*\*\*4.50  
22

8106160470  
A-271932

**Statutory Warranty Deed**

(CORPORATE FORM)

THE GRANTOR, NORTHWEST BUILDING CORPORATION, a Washington corporation (successor to Medina Land Co.)

for and in consideration of Ten Dollars (\$10.00) and other valuable consideration

in hand paid, conveys and warrants to OVERLAKE GOLF AND COUNTRY CLUB, a Washington nonprofit corporation, Grantee,

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

The legal description is attached hereto as Exhibit A.

SUBJECT TO: (1) mortgage to The National Bank of Commerce of Seattle recorded under King County Auditor's No. 7205040107; (2) Assignment of Lease in favor of The National Bank of Commerce of Seattle recorded under King County Auditor's No. 7205040108; (3) Lease dated January 1, 1960; (4) Easement to The Pacific Telephone and Telegraph Company recorded under King County Auditor's No. 3668112; (5) Easements for sewer lines recorded under King County Auditor's Nos. 5287317, 5912368 and 5912354; and (6) Option To Purchase Agreement of even date between Grantor as Optionee and Grantee as Optionor, regarding the above-described real property, the terms and provisions of which are incorporated herein by this reference.

WASHINGTON  
DEPT. OF REVENUE  
676.00  
NOV 11 11 03 AM '81

WASHINGTON  
DEPT. OF REVENUE  
900.00  
NOV 11 11 03 AM '81

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 24th day of February, 1981.

NORTHWEST BUILDING CORPORATION  
(successor to Medina Land Co.)

By Douglas L. Rogers President

By Margaret Ames Secretary

STATE OF WASHINGTON,  
County of King

On this 24th day of February, 1981, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Douglas L. Rogers and Margaret Ames to me known to be the President and Secretary, respectively, of

NORTHWEST BUILDING CORPORATION the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

Jane S. Lanier  
Notary Public in and for the State of Washington,  
residing at Seattle.

EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE NORTH 30 FEET THEREOF, AND EXCEPT THE EAST 30 FEET THEREOF, AND EXCEPT THAT PORTION OF THE WEST 30 FEET THEREOF LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTH 160 FEET OF LOT 1, BLOCK 3, OF THE PLAT OF FAIRWAY VIEW NO. 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 71 OF PLATS, PAGES 2 AND 3, IN KING COUNTY, WASHINGTON, AND EXCEPT THAT PORTION OF THE WEST 30 FEET THEREOF LYING SOUTH OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 12, BLOCK 2, OF SAID PLAT OF FAIRWAY VIEW NO. 2;

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE NORTH 30 FEET OF THE WEST 30 FEET THEREOF, AND EXCEPT THE EAST 30 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET OF THE WEST 30 FEET THEREOF;

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER EXCEPT THAT PORTION WITHIN THE PLAT OF FAIRWAY VIEW, ACCORDING TO THE PLAT RECORDED IN VOLUME 65 OF PLATS, PAGE 43, IN KING COUNTY, WASHINGTON AND EXCEPT THE NORTH 30 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET THEREOF;

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER EXCEPT THE EAST 30 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET THEREOF, AND EXCEPT THE WEST 30 FEET THEREOF, AND EXCEPT THE NORTH 350 FEET OF THE SOUTH 300 FEET OF THE WEST 700 FEET OF THE EAST 730 FEET THEREOF;

ALL IN SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY WASHINGTON.

PARCEL B:

THE EAST THREE-TENTHS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 30 FEET AND THE EAST 30 FEET THEREOF.

(BEING KNOWN AS TRACTS 235, 236 AND 237 OF HALF-HOUR-HALF-ACRE TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).

EXHIBIT A

8106160470

**EXHIBIT D**

8/06/17 #0388 B  
RECD F 14.00  
CASHSL \*\*\*14.00  
22

OPTION TO PURCHASE AGREEMENT

8106170388

THIS OPTION AGREEMENT is entered into by OVERLAKE GOLF AND COUNTRY CLUB, a Washington nonprofit corporation, herein referred to as "Optionor", and NORTHWEST BUILDING CORPORATION, a Washington corporation, hereafter referred to as "Optionee."

RECITALS

A. Optionor is acquiring and Optionee is conveying the option property to Optionor on the date hereof by means of a Statutory Warranty Deed of even date (the "Deed"). This acquisition of the option property by Optionor was accomplished on the express condition and understanding that the option property continue to be owned as a "private golf club" and used only as a "private golf course", as set forth below. The consideration paid by Optionor to Optionee for the option property was determined on this basis and would have been considerably greater if Optionee had decided to sell or exchange the option property for any other type of ownership or use.

B. Optionee was persuaded to convey the option property to Optionor because of Optionor's representations and assurances that Optionor would continue to own the option property as a "private golf club" and to use it as a "private golf course."

C. Optionor is one of a number of related corporations the stock of which is owned directly or beneficially by members of the Norton Clapp family.

A 27448

1% EXCISE TAX NOT RECORDED  
King Co. Records Division  
By Gr. Toussaint, Deputy

FILED FOR RECORD AT REQUEST OF  
PIONEER NAT'L TITLE INS. CO.  
719 SECOND AVENUE  
SEATTLE, WA 98104

W I T N E S S E T H:

8106170388

1. Grant of Option. In consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt whereof is hereby acknowledged, Optionor hereby grants to Optionee the option to purchase the real property described on Exhibit A attached hereto, in accordance with the terms and conditions set forth herein, hereinafter called the "option property."

2. Exercise of Option. Optionee has sold the option property to Optionor upon the understanding and condition that the option property shall and at all times must continue to be owned as a "private golf club" and to be used only as a "private golf course," as hereinafter defined. If at any time during the term of this option:

(a) all or any portion of the option property is proposed to be transferred or conveyed or shall be transferred or conveyed, either voluntarily or by operation of law, to any body, organization, transferee or grantee that does not qualify as a "private golf club" as defined herein; or

(b) any portion of the option property ceases to be used exclusively as and for a "private golf course," as defined herein, with the result that at any time less than 120 acres of the option property is being exclusively used as a "private golf course," and such disuse continues for a period of 60 consecutive days; provided, that if

8106170388

such disuse is due to extraordinary weather conditions, embargoes, labor disputes, civil commotions, war (whether or not declared), acts of God or the public enemy or governmental authority, or other causes beyond Optionor's control similar to the foregoing, and if Optionor is proceeding diligently to place the option property back in use as a "private golf course," such 60-day period shall be extended for a total such disuse period not exceeding the greater of (i) 120 days, or (ii) the duration of the event causing the disuse, plus 60 days; or

(c) Optionor, or any successor to Optionor, applies for a governmental permit to construct or commences construction of an office building, residence, condominium, apartment, retail shop or any other building or structure that is inconsistent with the continued ownership of the option property as a "private golf club" or its use as a "private golf course," as such terms are defined herein, Optionor shall give written notice to Optionee of the happening of any such event, and Optionee shall have the right to exercise this option by giving written notice of exercise to Optionor at any time within 180 days after receipt of such written notice by Optionee. If Optionor fails to give such notice to Optionee, Optionee shall be entitled to exercise



8106170388

this option at any time within 360 days after Optionee receives actual notice of the happening of such an event by giving written notice to Optionor. If Optionee fails to give written notice of exercise within such time period, this option agreement shall automatically expire.

As used herein, the term "private golf club" shall mean the continued ownership and operation of the option property by Optionor, or by a successor organization that is similar in basic nature and operation to Optionor; that is, a private, membership club that is owned by the individual members thereof, and such term shall exclude ownership, operation or management of the option property by any public or municipal or governmental body or organization.

As used herein, the term "private golf course" shall mean an 18 hole golf course having a total distance for such holes of at least 6,000 yards, and may include a clubhouse, pro-shop, maintenance buildings, and related athletic facilities such as tennis courts, swimming pools and golf driving range. Specifically excluded are commercial or residential structures or facilities of any kind or description, including, but not limited to, office buildings, residences, condominiums, apartments, retail stores or shopping centers, and whether or not owned, used, leased, or operated by members or nonmembers of Optionor or any successor of Optionor.

3. Notices. Notices shall be in writing and shall be deemed given when deposited in the United States registered

or certified mail, postage prepaid and return receipt requested,  
addressed in the case of notices to Optionor to:

Overlake Golf And Country Club  
P. O. Box 97  
Medina, WA 98039

or in the case of notices to Optionee to:

Northwest Building Corporation  
13th Floor, Norton Building  
Seattle, WA 98104

or to such other parties or addresses as either party may designate from time to time by notice to the other party.

4. Subordination Provisions. Optionor may from time to time desire to construct improvements and related athletic facilities on portions of the option property, which are consistent with its continued ownership as a "private golf club" and use as a "private golf course," as provided herein, and in order to obtain financing of the same, it may be necessary for Optionor to request that Optionee agree to subordinate Optionee's rights under this option agreement with respect to such portions of the option property, to the financing obtained to construct such improvements. Such portions of the option property shall not exceed an aggregate of twelve (12) acres. Optionee agrees not to unreasonably withhold its consent to such a subordination or subordinations. As a part of the consent by Optionee to such a subordination, the parties shall reach agreement and shall specify in writing the land value to be placed on that portion of the option property affected by the subordination.

8106170388

8106170388

5. Terms of Purchase. Upon exercise of this option by Optionee, the purchase of the option property shall be completed in accordance with the following terms and conditions:

(a) Purchase Price. The purchase price shall be \$2,200,000 or such greater amount paid by Optionor to Optionee for the purchase or acquisition of the option property by way of exchange, subject to reduction as provided below, and shall be payable in cash on the date of closing: (i) If Optionee shall have subordinated its rights under this option agreement to any portion or portions of the option property, pursuant to paragraph 4 above, Optionee shall be entitled to elect either to take title to such portions subject to such financing, or to exclude such subordinated portion or portions from the purchase by Optionee. If Optionee elects to exclude such portion or portions from the purchase, the purchase price shall thereupon be reduced by the amount of the land value attributable to such portion or portions pursuant to paragraph 4 above. (ii) If a portion of the option property shall have been condemned, the purchase price shall be reduced by the amount of the pro rata portion of the damages paid for the taking that Optionor received pursuant to paragraph 6(a) below. (iii) If there are any other outstanding deeds of trust, mortgages, taxes, assessments, or other charges against the option property (other than the financing as to which Optionee subordinated its rights hereunder under paragraph 4 above), Optionee may, at its election, assume the same on the

8106170388

date of closing and deduct the balances thereof from the purchase price payable on closing.

(b) Title. Optionor shall convey fee simple title to the option property to Optionee on the date of closing by statutory warranty deed, free of liens, encumbrances, restrictions or defects, except the easements that exist on the date of this option agreement and any financing to which Optionee has subordinated its rights hereunder as provided under paragraph 4 above. Encumbrances to be discharged by Optionor may be paid out of the purchase money.

(c) Title Insurance. As soon as procurable after the exercise of this option, Optionor shall furnish to Optionee a report preliminary to an owner's WLTA policy of title insurance, issued by a title company in King County, Washington selected by Optionee, in the amount of the purchase price, showing title to be insurable as above provided. The cost of the owner's WLTA policy of title insurance shall be paid by Optionor.

(d) Prorations. Real property taxes payable (as distinguished from assessed) in the year of closing, mortgage reserves, if any mortgages are assumed or taken subject to by Optionee, and water and other utilities constituting liens shall be prorated as of the date of closing.

(e) Date of Closing. The sale shall be closed in escrow at a King County office of a title insurance company selected by Optionee, within thirty (30) days after the exercise of this option by Optionee. The cost of the escrow shall be

paid one-half by Optionee and one-half by Optionor. The parties shall deposit the necessary instruments and funds with the escrow closing agent sufficiently in advance to facilitate an orderly closing.

(f) Possession. Optionee shall be entitled to possession of the option property on the date of closing.

(g) Waiver. Optionee shall be entitled to waive any of the above conditions and complete the purchase.

6. Condemnation. If at any time during the period in which this option agreement is still in effect, more than one (1) acre of the option property shall be taken by exercise of the power of eminent domain, Optionee shall be entitled to participate in the condemnation proceeding and in the determination of the amount of damages to be paid by the condemning authority for the taking. Optionee reserves and excepts all rights to a portion of the damages awarded for any such taking as follows:

(a) If such taking shall be of a portion, but less than the entire option property, Optionee shall be entitled to claim and recover from the condemning authority that portion of the damages paid by the condemning authority for the taking of the land, as distinguished from the improvements, that exceeds the pro rata portion of the total exchange or purchase price paid by Optionor to Optionee for the option property. The pro rata portion of the total purchase price shall be determined by

8106170388

8106170388

the ratio that the number of square feet of the option property bears to the number of square feet of the portion taken.

(b) If such taking shall be of the entire option property, Optionee shall be entitled to claim and recover from the condemning authority that portion of the damages paid by the condemning authority for the taking of the land, as distinguished from the improvements, that exceeds the total purchase price paid by Optionor to Optionee for the option property.

7. Assignment. This option agreement and all rights of Optionee hereunder shall be freely assignable, or transferable by Optionee, and if assigned or transferred by Optionee, and Optionee gives notice thereof to Optioner, or any successor or assignee of Optionor, as provided below, any and all acts performable by Optionee hereunder may be performed by any such assignee or transferee. The obligations of Optionor hereunder shall be binding upon any successor or assignee of Optionor or anyone coming into ownership or possession of the option property. Prior to or within ten (10) days after any such assignment or transfer, the party involved shall give written notice thereof to the other party.

8. Duration of Option. This option shall expire twenty-one (21) years after the last to die of the following grandchildren of Norton Clapp:

Mary Lee Clapp - Date of Birth - November 19, 1955  
James Norton Clapp, II - Date of Birth - January 2, 1959  
Davis Ogden Clapp - Date of Birth - June 15, 1962

8106170388  
MA  
JCO

- Kathleen Elizabeth Clapp - Date of Birth - June 8, 1958
- Margaret Ann Clapp - Date of Birth - June 23, 1959
- Mathew Norton Clapp, III - Date of Birth - May 7, 1960
- Andrew Dean Clapp - Date of Birth - June 23, 1974
- William Hedlund Clapp - Date of Birth - May 12, 1976
- Douglas Ross Gardner - Date of Birth - May 18, 1962
- Gail Elizabeth Gardner - Date of Birth - November 6, 1963
- Jane Allen Evanson - Date of Birth - February 11, 1962
- Clifford Conrad Evanson II - Date of Birth - June 5, 1964
- Linda Ann Evanson - Date of Birth - November 6, 1965
- Peter MacLeod - Date of Birth - March 7, 1970
- Piper Edwina Henry - Date of Birth - October 2, 1968
- Julia Jane Henry - Date of Birth - February 7, 1972
- William Chandler Henry - Date of Birth - May 21, 1981

9. Memorandum of Option. The parties shall execute

and cause to be acknowledged a Memorandum of Option Agreement.  
Such Memorandum shall be delivered to Optionee and may be re-  
corded in the offices of the King County Auditor at any time dur-  
ing the option period, at Optionee's election.

IN WITNESS WHEREOF this agreement has been executed as  
of this 12 day of June, 1981.

OVERLAKE GOLF AND COUNTRY CLUB  
By Ben Low President  
By Theresa Orino Secretary  
~~Treasurer~~  
OPTIONOR

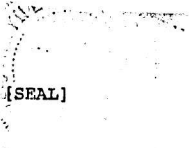
NORTHWEST BUILDING CORPORATION  
By Douglas H. Rogers President  
By Margaret Ames Secretary  
OPTIONEE

8106170388

STATE OF WASHINGTON )  
County of King ) ss.

On this 27<sup>th</sup> day of May, 1981, before me personally appeared BAIN LOW and FRANK A. ORRICO, to me known to be the President and Treasurer, respectively, of OVERLAKE GOLF AND COUNTRY CLUB, the nonprofit corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said nonprofit corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



D. Wayne Bennett  
NOTARY PUBLIC in and for the State  
of Washington, residing at Malibu.

STATE OF WASHINGTON )  
County of King ) ss.

On this 12th day of June, 1981, before me personally appeared Douglas L. Rogers and Margaret Ames, to me known to be the President and Secretary, respectively, of NORTHWEST BUILDING CORPORATION, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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



Gene S. Langley Seattle.  
NOTARY PUBLIC in and for the State  
of Washington, residing at Seattle



PARCEL A:

8106170385  
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE NORTH 30 FEET THEREOF, AND EXCEPT THE EAST 30 FEET THEREOF, AND EXCEPT THAT PORTION OF THE WEST 30 FEET THEREOF LYING NORTH OF THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE NORTH 160 FEET OF LOT 1, BLOCK 3, OF THE PLAT OF FAIRWAY VIEW NO. 2, ACCORDING TO THE PLAT RECORDED IN VOLUME 71 OF PLATS, PAGE'S 2 AND 3, IN KING COUNTY, WASHINGTON, AND EXCEPT THAT PORTION OF THE WEST 30 FEET THEREOF LYING SOUTH OF THE EASTERLY PROLONGATION OF THE NORTH LINE OF LOT 12, BLOCK 2, OF SAID PLAT OF FAIRWAY VIEW NO. 2;

THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, EXCEPT THE NORTH 30 FEET OF THE WEST 30 FEET THEREOF, AND EXCEPT THE EAST 30 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET OF THE WEST 30 FEET THEREOF;

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER EXCEPT THAT PORTION WITHIN THE PLAT OF FAIRWAY VIEW, ACCORDING TO THE PLAT RECORDED IN VOLUME 65 OF PLATS, PAGE 43, IN KING COUNTY, WASHINGTON AND EXCEPT THE NORTH 30 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET THEREOF;

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER EXCEPT THE EAST 30 FEET THEREOF, AND EXCEPT THE SOUTH 30 FEET THEREOF, AND EXCEPT THE WEST 30 FEET THEREOF, AND EXCEPT THE NORTH 350 FEET OF THE SOUTH 380 FEET OF THE WEST 700 FEET OF THE EAST 730 FEET THEREOF;

ALL IN SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON.

PARCEL B:

THE EAST THREE-TENTHS OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 25 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE NORTH 30 FEET AND THE EAST 30 FEET THEREOF.

(BEING KNOWN AS TRACTS 235, 236 AND 237 OF HALF-HOUR-HALF-ACRE TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF).

RECORDED THIS DAY

JUN 17 9 41 AM '91

BY THE CLERK OF  
RECORDS & ELECTIONS  
KING COUNTY

*EAK*

**EXHIBIT E**

Planning and Development Services

**McConnell/Burke, Incorporated**

11000 N.E. 33rd Place

Suite 101

Bellevue, Washington 98004

(206) 827-6550

FAX: 889-0730

Lowell Erickson  
FILE COPY

#3177

November 16, 1992

Overlake Golf and Country Club  
8000 N.E. 16th Street N.E.  
Bellevue, WA 98004

RE: Conditional Use Permit: Case No. 148

ATTN: Jerry Chichanski, Mithun Partners

Your Conditional Use Permit, Case No. 148, for the Overlake Golf and Country Club is hereby issued based on the revised drawings submitted with the application and the eleven conditions (attached) approved by the Medina Planning Commission February 25, 1992.

Sincerely,



Robert G. Burke  
Planning Consultant

FILE COPY  
#3177

Burke stated that there are really two issues before them: 1) To allow the relocation of an existing sewer line. 2) Approving the specifics of the proposed mitigation plan.

Saad stated that the applicant is making definite efforts in trying to resolve the parking/traffic situation. He stated that he does not feel that more Planning Commission meetings on the issue need to be held. He suggested using more signage giving more directions on the parking be posted and he also suggested notifying everyone living on the affected street which city official to contact in case of a violation.

Taylor stated that he would still like to see more transient parking on-site.

Discussion on the motion.

Saad moved to approve Subst. Dev. No. 91-9, subject to the City Planner's recommendations which are: 1) Approval by the City of Bellevue as to precise location of the main. 2) Preparation of a utility easement that is acceptable to the City of Bellevue and the City of Medina. 3) Use of appropriate erosion controls to minimize runoff into the lake, to be approved by the City Engineer and; the applicant will provide additional on-site parking in conjunction with the sewer project that will be maintained for the duration of the project and; the applicant will provide adequate signage that will give directions on the parking and; the applicant will send letters to the neighbors with procedures for getting in touch with city officials should there be any violations. Duzan seconded the motion and it was approved unanimously.

**Case No. 148 - Overlake Golf & Country Club - 8000 NE 16th St. - To allow demolition of existing clubhouse and pro-shop/storage building, and construct a new clubhouse in the same location. (Tabled from the January meeting)**

Chairperson Taylor and Saad excused themselves from the hearing of this case, due to a possible conflict of interest, since they are social members of the Overlake Golf and Country Club.

Potts was asked to act as Chairperson in the absence of the Chairperson and Vice-Chair.

Planner Burke reviewed that after the last meeting it was made clear by much public testimony that several issues needed to be addressed such as: 1) Increased traffic due to a potential increase in use of the clubhouse facility. This issue is not so much the amount of traffic generated, but rather the fact that nearly 90% of it comes from outside Medina and is required to utilize internal City streets to reach the facility. 2) Impact of Club traffic on adjacent residential streets and the desirability of a second entry. 3) Adequacy of on-site parking, particularly in conjunction with special events. 4) Reduction of the impacts of construction. 5) Impacts to site drainage. 6) Site and right-of-way landscaping.

Burke stated that in the January staff report he had recommended that this case be continued in order to complete the environmental review and to gain additional information relative to traffic impacts. He stated that after receiving that information that he has issued a Mitigated Declaration of Nonsignificance.

Burke stated that the submitted traffic study estimated traffic generated by the golfcourse ranging from 240 vehicles a day for an off-season weekday, to 580 vehicles a day for a peak season weekend. These volumes were based on the current usage and membership of 935. He stated that the Club has preliminarily agreed to limit their maximum membership to 1035. This represents about a 10% increase over current levels. He stated that it was also indicated, by a resident at the last meeting, that the Club had estimated an increase in food and beverage sales of 40% and that this must translate into an increase in traffic. He stated that he has been informed by the applicants that this 40% figure related to an earlier proposal made to Club members that included a much larger ballroom facility. This element is not part of the current proposal, so the 40% increased sales figure does not apply. He stated that it seems reasonable to assume that a new facility is likely to result in some members using the facility more often and that this would add to the traffic volume. He stated that there will likely be an increase of 15% in Club generated traffic over the existing levels.

Jerry Cichanski, Mithune Partners, was present to respond to some comments that were made at the last meeting. He stated that comments made by Bill Mundt, 7605 NE 14th, were unfair. He stated that the petitions that Mr. Mundt had submitted had been signed by people who had not been aware that the Club use will be limited to use by members and their guests only and that the Club does not want outside usage. He also noted that there would be no change in the current functions of the Club. He submitted a fact sheet into the record and then proceeded to discuss the sheet. He also discussed the conditions that Burke had recommended and that he had concerns over Condition No. 8 & 9. He discussed the feasibility of an additional entry to the Club and the reasons why he felt it would not be possible.

Discussion on the proposed parking and the addition of another entry to the Club.

David Ivany, from Parametrix, discussed the submitted traffic study. He discussed the possibility of an additional access on 12th, but stated that would have a definite negative impact on the existing traffic and that an additional access on 24th would also not be feasible.

Bill Squires, manager for the Overlake Golf and Country Club, discussed the proposed maximum allowed membership and how it related to the parking. He also stated that the Club would be willing to notify the adjacent neighbors of any special events that would be held at the Club. He stated that they would only schedule activities that would not exceed the maximum number of parking spaces.

Jerry Cichanski discussed again Burke's recommended Conditions No. 8 & 9. He submitted drawings and photos and he discussed how the present location is the only feasible location for the clubhouse and that the present entry is the only feasible access to the Club. He stated that the traffic study did not warrant two accesses to the Club and he asked that Burke's Conditions No. 8 and 9 not be required. He also recommended that in Burke's Condition No. 3 that after members that ", guests" should be added.

Potts opened the Public Hearing.

Bill Mundt, 7605 NE 14th, was present to clarify some points that he had brought up at the last meeting. He also submitted 7 more signatures into the record that are against the proposal being approved. He then discussed his submitted drawing and he discussed possible additional entry alternatives. He also discussed his concerns over the impact the increased traffic would create.

Mark Mathewson, 1456 Evergreen Point Rd., also expressed his concerns over the increase in traffic if this proposal were to be approved.

Gordon Kuenster, 1603 Evergreen Point Rd., stated that he is in agreement with Burke's recommendation and conditions and that he is in support of the new facility.

Mike Moran, 7600 NE 16th, addressed his concerns over the traffic and stated that he would like the Commission to explore the feasibility of providing another access.

The following residents expressed their concerns regarding the proposal:

Dennis Talaga, 1220 80th Ave. NE  
Bill Stut, 7750 NE 16th  
Patti Mathewson, 1456 Evergreen Point Rd.  
Chet Potuzak, 1270 80th Pl. NE  
Porter Taylor, 1855 Evergreen Point Rd.  
John Dern-Palmer, 1600 77th Ave. NE  
John Garner, 7845 NE 14th  
Dr. Rosegay, 2038 79th Ave. NE  
Ralph Garhar, 1280 80th Ave. NE  
Dennis Conrad, 7804 NE 14th

Henry Paulman, 1450 80th Ave. NE, stated that a large portion of the parking/traffic problems are being addressed by the Club.

Discussion on the parking/traffic and discussion on an alternate ingress/egress.

Potts closed the Public Hearing.

Krengel moved to approve Conditional Use No. 148 subject to:

1. Receipt of a variance to allow a portion of the roof to extend four feet above the allowed height to conceal required mechanical equipment.
2. The Country Club will prepare an agreement in a form acceptable to the City stating their membership will be kept to a maximum of 1,035.
3. The Country Club will prepare a statement in a form acceptable to the City that the club facilities are for the exclusive use of members, guests and their families and that at no time these facilities will be used as a commercial enterprise.
4. A storm drainage and runoff analysis and plan will be prepared based on a fifty year storm event and approved by the City Engineer, to be submitted with the building plans.

5. A construction activity mitigation plan will be prepared that will address temporary erosion control; maintenance and repair or replacement of affected streets; location of construction vehicle and worker parking and construction vehicle access; provision of fencing for security and safety; renovation of temporary worker parking off 24th to be completed within 30 days after completion of the Clubhouse; adequate buffering of ponds and wetlands; to be approved by the Building Official and City Engineer. Overlake must hire a construction mitigator to monitor the project.

6. Meet provisions of the Landscaping Requirements and Tree Preservation Ordinance related to landscaping on adjacent rights-of-way. Landscaping will be installed prior to issuance of any occupancy permit. Submit landscape plan for approval by the City Landscape Architect and City Planner with building plans.

7. Improvements to the golfcourse will include provisions of the City's Sensitive Areas Ordinance (under consideration) such as: delineation of wetlands and streams, 25 ft. buffers (proposed) from wetlands and streams, and a management program related to maintenance and fertilization that incorporates the best management practices available in the vicinity of identified sensitive areas.

8. There shall be notices sent by Overlake notifying neighbors in the event of any large gatherings being held at the Club.

9. Either increase available parking and/or develop a program to; 1) utilize off-street spaces for employees during peak events (e.g. schools or church) with shuttles, and/or employee car pool programs with carpools given preference for on-site parking, and/or Club subsidized transit pass programs; to be approved by the City Engineer and City Planner. First phase of construction must include the reconfiguration of the parking nearest the clubhouse to organize/maximize the parking spaces.

10. 16th Ave. needs an evaluation by the City Engineer to make a determination of ways to slow the traffic.

11. In the event that Overlake makes a golfcourse redesign, they must add a second entrance.

Duzan seconded the motion. LaBelle voted "naye". The motion passed.

The meeting was adjourned at 11:55 PM.

  
\_\_\_\_\_  
Lynn Batchelor, Secretary to the  
Planning Commission

**EXHIBIT F**



MEDINA BOARD OF ADJUSTMENT

MINUTES

January 19, 1993

The meeting of the City of Medina Board of Adjustment was called to order at 7:00 PM by Chairperson Shomler. The meeting was tape recorded.

Members Present: Martin, Dineen, Stevenson and  
Chairperson Shomler

Members Absent: Clise

Staff Present: Secretary Batchelor and Planner Burke

Stevenson moved to approve the minutes of the December 15, 1992 meeting. Dineen seconded the motion and the minutes were approved unanimously.

1. Case No. 770 - Wolf - 456 Overlake Dr. E. - To allow construction of a new residence that would exceed the allowed 36 ft. height by 7 ft.; intrude 1 ft. into both required 10 ft. sideyard setback; exceed allowed 17.5% lot coverage by approx. 3.5% (RECONSIDERATION).

This case was continued to the next meeting.

2. Case No. 779 - Overlake Golf & Country Club - To allow the use of unopened public right-of-way in conjunction with the rebuilding of the clubhouse (Conditional Use No. 148) under the provisions of Chapter 12.32, Medina Municipal Code.

Doug Leigh, of Mithun Partners, was present on behalf of the Overlake Golf & Country Club. He stated that as a condition to the approval of the conditional use permit the Overlake Golf & Country Club received, they were required to go before the Board of Adjustment and obtain a variance for the reconfiguration and construction of the parking lot. He noted that the demolition of the old clubhouse was underway and that they planned to begin construction on the new clubhouse in February. He discussed the submitted drawings showing the proposed parking lot configuration and passed out photos of the current parking lot. He explained that the new configuration would allow for more parking spaces than had previously existed and that they would be gravelling the lot, not installing asphalt, in an effort to not increase the impervious surface.

Mr. Leigh passed out drawings depicting the new proposed light poles. There was some discussion on the proposed light poles.

Jerry Cichanski, Mithun Partners, was present to clarify that the proposed plan that they were reviewing was the same plan that had already been presented to the Planning Commission and the City Council.

Susie Marglin, 2617 Evergreen Point Rd., was present to state that the public pedestrian pathway in the city right-of-way be preserved as per the Medina Comprehensive Plan. She emphasized that this parking lot reconfiguration not effect this pedestrian pathway.

Considerable discussion on the pedestrian pathway.

Henry Paulman, 1415 80th Ave. NE., was present to state that he had some concerns regarding the drainage of the proposed parking lot.

Discussion on the reconfiguration and construction of the proposed parking lot.

Planning Consultant Burke stated that under the provisions and conditions set forth in Conditional Use Permit No. 148, the Overlake Golf and Country Club has been granted permission to proceed with the construction of a new clubhouse facility and accompanying improvements. One of the improvements, which is also a Condition on Permit No. 148, is to provide expanded on-site parking facilities to reduce the overflow parking on surrounding neighborhood streets. The Country Club has proceeded with the design of a new parking area that essentially expands available parking in generally the same location as the existing lot.

Burke stated that he recommended approval subject to: 1. The lowering of the two light standards nearest the adjacent west property; 2. Paving of gravel parking area; and 3. Landscaping of parking adjacent to the south property line. He also stated that he would like to add to No. 2 of his recommendation that the feasibility of the condition be reviewed again in a year and that he would also recommend and add another condition that a walking pathway be designated from 80th Ave. NE to NE 16th. He also recommended that the entrance from 80th be signed and enhanced and the landscaping plan be approved by the city landscape architect.

Chairperson Shomler read a letter from Carol Krengel, of the Planning Commission, in which she recommended approval of the variance request.

Dave Martin stated that he had made a site visit and that he had some concerns relating to the proposed lighting, such as the proposed height.

Discussion on the proposed light standards.

Martin moved to approve the variance request subject to: 1. Limit the maximum height of the light standards to 25 ft. 2. Review the feasibility of paving the gravel parking area in a year. 3. Require the landscaping of the parking area adjacent to the south property line and have the landscaping plan approved by the city landscape architect. 4. Designate a pedestrian pathway as per the Medina Comprehensive Plan. Dineen seconded the motion, passed.

#### DISCUSSION

Dineen moved that Robert Shomler be elected as Chairperson and Al Clise be elected as Vice Chairperson. Martin seconded the motion, passed.

The meeting was adjourned at 8:35 PM.

  
Lynn Batchelor, Secretary to the  
Board of Adjustment