

Vitamilk South LLC
420 NE 72nd St
Seattle, WA 98115

RECEIVED

OCT 09 2013

DEPT OF PLANNING AND
DEVELOPMENT

September 12, 2013

Diane Sugimura
City of Seattle Department of Planning & Development
PO Box 34019
Seattle, WA 98124-4019

Re: Proposed Minor Amendment to PUDA for Green Lake Village

Dear Ms. Sugimura:

Please accept this letter and the enclosed documents as our application for an Amendment to the Property Use and Development Agreement between the City of Seattle and Teel, Vander Pol and Teel et al dated October 13, 2005 and recorded under King County Auditors File No. 20051025001251 (the "PUDA"). An Amendment to the PUDA is requested in order to establish an accessory parking lot at 419 NE 71st Street on Parcel 9528101790 and the north sixty-eight feet of the west twenty feet of Parcel 9528101810 legally described in Exhibit A (the "Accessory Parking Area").

BACKGROUND

The PUDA applies to all or portions of three city blocks in the Green Lake neighborhood (the "Property"). The Property is comprised of a South Parcel, a Middle Parcel and a North Parcel. These are illustrated in Exhibit B.

The PUDA was entered into to redevelop the Property with a mixed-use project including multi-family housing above commercial/retail uses and underground parking, pedestrian amenities, and public open space (the "Project"). Since the PUDA was approved, Green Lake Joint Venture LLC is nearing completion of Green Lake Village, a three-building mixed use development complex with approximately 50,000 square feet of first floor retail, 297 apartments, and underground parking (See MUP #3003634, Phase I Building Permit #6128825; Phase II Building Permit #6120866; and Phase III Building Permit #6120864), in full compliance with the terms of the PUDA.

Future development is still planned on the North and South Parcels, as contemplated by the PUD.

| | | | | |
|--|-------------|-------------------------|-----|----------------|
| LAND USE | FULL C | CMRCL | \$0 | 419 NE 71ST ST |
| Appl:10/10/2013 | Ppty: | Filed at:419 NE 71ST ST | | Use:N |
| Amendment to Green Lake Village PUDA to allow off-site parking accessory to PCC (PCC located at 450 NE 71st ST). | | | | |
| Parent: | Related AP: | Build ID:NONE | | 3015511 |

NEED FOR PUDA AMENDMENT

Green Lake Joint Venture LLC desires to improve and expand an existing asphalt parking lot on the south side of NE 71st Street west of 5th Ave. NE.

The Accessory Parking Area is currently developed with an asphalt paving surface, a vacant shed, and a carport, all of which are in a state of disrepair. The only landscaping on the lot is a hedge at the rear of the property, which would remain under this proposal. The site is currently in use as a temporary construction staging area for the Green Lake Village project, but will be vacated by April 2014.

For the proposed parking lot, the existing structure and carport would be demolished and landscaping would be added to greatly improve the pedestrian experience on NE 71st St. The proposed accessory parking lot would serve the Puget Consumers Coop (PCC) grocery store currently under construction on the Middle Parcel, immediately across NE 71st Street from the Accessory Parking Area. The PCC grocery store will also be served by an underground parking lot at Green Lake Village that provides the minimum code required parking. The proposed improvements to and redevelopment of the accessory parking lot will enhance the street front experience and safety along NE 71st St.

It is anticipated that the South Parcel, including the Accessory Parking Area, will be redeveloped within the next few years with a mixed-use project consistent with the PUDA. As such, the proposed accessory parking lot would be an interim use until that redevelopment occurs. During this interim period the site of the proposed accessory parking lot would provide improvement to the aesthetics of the street, activate this side of the block, and support customers of the grocery store now under construction.

The proposed offsite accessory parking lot to serve the PCC grocery store would be regulated by SMC 23.54.025.A. This code section allows offsite parking as proposed by Green Lake Joint Venture only if principal use parking is a permitted use for the lot. The PUDA prohibits Principal Use Parking anywhere on the Property. While Green Lake Joint Venture is only asking DPD to approve an accessory parking lot, not a facility for principle use parking, the proposed accessory parking lot can only be approved by DPD if the PUDA is amended so that Principle Use parking is no longer listed as a prohibited use.

LIMITED SCOPE OF PUDA AMENDMENT

The proposed amendment to the PUDA is limited in scope to allow only the development of a proposed accessory parking lot on the Accessory Parking Area. The amendment would strike "Principle use parking" from Section 2.b., the list of uses prohibited as part of redevelopment of the Property, and would add a new Section k. to read as follows:

Principle use parking is a prohibited use except on Parcel 9528101 790 and the north sixty-eight feet of the west twenty feet of Parcel 9528101810 where

principle use parking is a permitted use but only to allow offsite parking accessory to an established grocery store use constructed on the Middle Parcel in order to satisfy SMC 23.54.025.A.

REQUEST SHOULD BE CONSIDERED A MINOR PUDA AMENDMENT

Under SMC 23.76.058.C.4 the Director must determine whether a requested PUDA amendment is major or minor. This proposed limited scope amendment to the PUDA satisfies the criteria for a Minor Amendment as set forth in SMC 23.76.058.C.4.a as follows:

- *The PUDA Amendment is within the spirit and general purpose of the original PUDA*

The requested amendment would allow accessory parking and improvements to the South Parcel that would support and be compatible with the mixed-use development objectives of the original PUDA. The proposed limitations would continue to prohibit establishment of principal use parking facilities. The accessory parking lot would improve and activate, on an interim basis, the street scape along the south side of 71st street until these parcels are fully redeveloped as contemplated in the PUDA.

- *The PUDA Amendment is generally consistent with the uses and development standards approved in the prior decision of the Council*

The original PUDA prohibited "Principal use parking" but did not prohibit "offsite accessory parking", which is the actual use proposed to be established if this amendment is approved. Although the amendment would technically list "principal use parking" as an allowed use on the Accessory Parking Area, the amendment is drafted so that only offsite accessory parking could actually be established and only within the limited Accessory Parking Area. The amendment is clear that principle use parking on these parcels is only listed as an allowed use to meet the technical requirements of SMC 23.54.025A. Although the Original PUDA refers to underground parking as part of the project, accessory surface parking was not expressly prohibited. Because the proposed accessory parking would be an interim use, the amendment is consistent with the uses approved in the prior decision of the Council. The amendment does not propose changes to any development standards approved in the original PUDA.

- *The PUDA Amendment will not result in significant adverse impacts not anticipated in the prior decision*

The proposed Amendment would only authorize accessory parking for uses already contemplated in the prior contract rezone and PUDA decision. As such, no significant adverse impacts are anticipated from allowing the establishment of accessory parking on this portion of the Property.

- *The PUDA Amendment does not request any additional waivers or changes in the waivers of bulk or off-street parking and loading requirements.*

Neither the Original PUD nor the proposed amendment requests any waivers of bulk or off street parking and loading requirements.

CONCLUSION

The proposed amendment to the PUDA is limited in scope, consistent with the original PUDA, and supports the mixed-use redevelopment objectives of the PUDA.

Very truly yours,

Vitamilk South LLC

A handwritten signature in black ink, appearing to read "Daryl Vander Pol", written in a cursive style.

Daryl Vander Pol
Manager

Enclosures

cc: Meredith Messmer
Brent Carson

Exhibit A – Accessory Parking Area Legal Description

The East 10 feet of Lot 2, all of Lots 3, 4, 5, and the North 68 feet of the west 20 feet of Lot 6, all in Block 39, of Woodlawn Addition to Green Lake, according to the plat recorded in Volume 6 of Plats, Page 20, records of King County, Washington, Situate in the City of Seattle, County of King, State of Washington.

Exhibit B - Proposed Accessory Parking Area Map



When Recorded, Return to:

Office of the City Clerk
600 4th Avenue, Floor 3
PO Box 94728
Seattle, Washington 98124-4728



20051025001251

SEATTLE CITY CLERK 45.00
PAGE 001 OF 014
10/25/2005 13:41
KING COUNTY, WA

PROPERTY USE AND DEVELOPMENT AGREEMENT

| | | |
|---|--|---|
| Grantors: | 1) Teel, Vander Pol and Teel, a Washington limited partnership as to Parcels A, C, D, F, G, I, K, L, O, P, R and S | 2) Teel Investment Company as to Parcel M. |
| | 3) Teel & Madden, a Washington general partnership as to Parcels J and Q | 4) Daryl Vander Pol, E. Gerald Teel and Charles B. Teel, all as their separate property, a partnership as to Parcel H |
| | 5) Teel, Vander Pol and Teel, a Washington limited partnership, as to an undivided 1/2 interest and E. Gerald Teel and Daryl Lee VanderPol, the co-personal representatives of the Estate of Edwin A. Teel as to an undivided 1/2 interest as to Parcel E. | |
| | <input type="checkbox"/> Additional on page | |
| | Grantee: | 1) City of Seattle |
| <input type="checkbox"/> Additional on page | | |



| | |
|--|--|
| Legal Description (abbreviated): | Lots 7-11, Block 34; Lots 7-9, Block 33; Lots 1-7, Block 35; Lots 1-12, Block 36; Lots 3-4, Block 37; Lot 5 Block 38; Lots 1-9 and 12-13, Block 39 of Woodlawn Add. to Green Lake, according to the plat thereof recorded in Vol. 6, Page 20, in King County, Washington |
| <input type="checkbox"/> Additional on page | PAGES A-1 through A-3 |
| Assessor's Tax Parcel ID #: | 952810-1510-03; 952810-1511-02; 952810-1515-08; 952810-1571-09; 952810-1580-08; 952810-1595-01; 952810-1615-07; 952810-1625-05; 952810-1635-03; 952810-1670-09; 952810-1675-04; 952810-1630-08; 952810-1685-02; 952810-1745-00; 952810-1785-01; 952810-1790-04; 952810-1810-00; 952810-1820-08; 952810-1840-04 |
| Reference Nos. of Documents Released or Assigned: | N/A |

THIS PROPERTY USE AND DEVELOPMENT AGREEMENT (the "Agreement") is executed this ____ day of _____, 2005, in favor of the City of Seattle, a Washington municipal corporation (herein referred to as the "City"); by the Grantors listed above, collectively, the owners (herein referred to as the "Owners") of property legally described herein (herein referred to as the "Property").

RECITALS

A. The Owners own that certain real Property in the City of Seattle, the abbreviated legal description of which is Lots 7-11, Block 34; Lots 7-9, Block 33; Lots 1-7, Block 35; Lots 1-12, Block 36; Lots 3-4, Block 37; Lot 5 Block 38; Lots 1-9 and 12-13, Block 39 of Woodlawn Addition to Green Lake, according to the plat thereof recorded in Vol. 6, Page 20, in King County, Washington. Complete legal descriptions for the parcels comprising the Property are included on Pages A-1 through A-3 attached hereto and incorporated herein by this reference.

B. The Property is located in the Green Lake neighborhood. The Property includes all or portions of three City blocks, bounded on Woodlawn Avenue NE on the west, NE 70th Street on the south, Fifth Avenue NE on the east, and the alley between NE 72nd Street and NE 73rd Street on the north. A map depicting the Property is attached hereto as Exhibit A and incorporated herein by this reference.



C. The Property includes three parcels, which are depicted on Exhibit A, and are described as follows:

South Parcel: Includes a portion of the block bounded by NE 71st to the north, 5th Avenue NE to the east, and NE 70th Street to the south. The north half of the South Parcel is currently zoned Commercial One with a 40' height limit (C1-40) and the south half is currently zoned Neighborhood Commercial Two with a 40' height limit (NC2-40).

Middle Parcel: Includes a portion of the block bounded by NE 72nd Street to the north, 5th Avenue NE to the east, and NE 71st Street to the south. The Middle Parcel is currently zoned C1-40.

North Parcel: Includes a portion of the block bounded by an alley to the north, 5th Avenue NE to the east, and NE 72nd Street to the south. The North Parcel is currently zoned C1-40.

D. In November 2004, the Owners submitted to the City of Seattle an application for a contract rezone for the Property from the current zoning to Neighborhood Commercial Two with a 65' height limit and a Pedestrian-One overlay (NC2-65-P1) and Neighborhood Commercial Two with a 40' height limit and a Pedestrian-One overlay (NC2-40-P1) (herein referred to as the "Application").

E. The purpose of the Application is to allow the Property to be redeveloped with a mixed-use project including underground parking, commercial/retail at sidewalk levels, a high level of pedestrian amenities, public and private open-space and multi-family housing above the commercial/retail uses (hereinafter the "Project").

F. Seattle Municipal Code (SMC) Section 23.34.004 allows the City to approve a contract rezone subject to "self-imposed restrictions upon the use and development of the property in order to ameliorate adverse impacts which could occur from unrestricted use and development permitted in the zone."

G. The Owners have a fee simple or other beneficial interest in the Property and want the City Council to rezone the property pursuant to SMC 23.34.004.



AGREEMENT

Section 1. Zone Change Limited to the Property. Pursuant to SMC 23.34.004, the Owner hereby covenants, bargains and agrees, on behalf of itself and its successors and assigns, that, in consideration of the rezone of the Property from C1-40 and NC2-40 to NC2-65-P1 and NC2-40-P1, the Property shall be redeveloped only with a Project that is substantially consistent with the terms and conditions established in this Agreement.

Section 2. Approval Conditions. The following terms and conditions shall apply to redevelopment of the Property:

- a. Development above the commercial base shall be residential and limited to 64% lot coverage. This requirement may be modified or waived by means of a Design Review Board departure and approval of DPD.
- b. The following specific uses are prohibited as part of any redevelopment of the Property:
 - Automotive retail sales and services, including:
 - Gas stations;
 - Sales and rental of motorized vehicles;
 - Vehicle repair;
 - Car washes; and
 - Automotive parts or accessory sales.
 - Marine retail sales and services, including:
 - Sales and rental of large boats;
 - Vessel repair;
 - Marine service stations;
 - Dry storage of boats; and
 - Sale of boat parts or accessories.
 - Mortuary services
 - Principal use parking
 - Non-household sales and service, including:
 - Sales, service, and/or rental of commercial equipment.
 - Spectator sports facilities
 - Transportation Facilities, including:
 - Recycling collection stations.



Light manufacturing
Park and Pool lots

c. Lodging uses shall be prohibited with the exception of bed and breakfasts.

d. Within the Project, there shall be no more than one non-residential use larger than 15,000 square feet in area, and it shall not exceed 35,000 square feet, not including a mezzanine level containing accessory uses.

e. Within the Project, there shall be no more than three non-residential uses allowed between 10,000 and 15,000 square feet in area.

f. Within the Project, there shall be no more than two non-residential uses allowed between 4,000 to 10,000 square feet in area.

g. Remaining non-residential uses shall be 4,000 square feet in area or less.

h. The final design for the Project will include a mid-block, through-block pedestrian access on the Middle Parcel that will be subject to the use and transparency requirements applicable to street frontages in an NC2 zone. On the South Parcel, the Applicant agrees to make a good faith effort to design a mid-block, through-block pedestrian crossing, recognizing that the existing ownership pattern on the South Parcel may make this infeasible. The open space created by the through-block connections may be credited toward the required open space for residential development.

i. A minimum of 11% of the rezone area on the Middle and South Parcels shall be publicly accessible open space, with an understanding that at Design Review, more space may need to be required in the context of the adjoining scale of the residential towers.

j. Parking shall be provided on-site in an amount determined by the Director to be adequate to meet all Project-generated demand.

Section 3. Fifteen-Year Term. In order to encourage the construction of the redevelopment Project offered in return for this contract rezone, with its significant contributions to the Green Lake Residential Urban Village, this rezone shall expire and be of no force and effect, and the zoning shall revert to the



former C1-40 and NC2-40 designations fifteen (15) years from the effective date of the rezone except as provided in SMC 23.76.060(B)(2).

Section 4. Agreement Runs With the Land. This Agreement shall be recorded in the records of King County by the City Clerk. The covenants hereof shall be deemed to attach to and run with the title to the Property and shall be binding upon the Owners, their heirs, successors and assigns, and shall apply to the after-acquired title of the owner of the Property.

Section 5. Amendment, Exercise of Police Power, No Precedent. This Agreement may be amended or modified by agreement between Owners and the City provided such amendment shall be approved by the legislative authority of the City by ordinance. Nothing in this Agreement shall prevent the City Council from making such further amendments to the Land Use Code or exercising the City's police power, as it may deem necessary in the public interest. Owners agree that nothing in this Agreement is intended to authorize any use or dimension not otherwise permitted in the NC2-65-P1 and NC2-40-P1 zones. The conditions contained in this Agreement are based on the unique circumstances applicable to this Property, and this Agreement is not intended to establish precedent for other rezones in the surrounding area.

Section 6. Benefited. This Agreement is made for the benefit of the City and for the benefit of the owners of the property within 300 feet of the Property and either the City or any such property owners may institute and prosecute any proceeding at law or in equity to enforce this Agreement.

Section 7. Repeal as Additional Remedy. Owners acknowledge that compliance with the conditions of this Agreement is a condition of the subject rezone and that if Owners avail themselves of the benefits of this rezone but then fail to comply with the conditions of this Agreement with the City, in addition to pursuing any other remedy, the City may revoke the rezone by ordinance and require the use of the Property to conform to the requirements of the previously existing zone.



SIGNED this 13 day of October, 2005.

Owners:

Teel, Vander Pol and Teel, a Washington limited partnership as to Parcels A, C, D, F, G, I, K, L, O, P, R and S

| | | |
|------------------------|------------------------|------------------------|
| By: <u>[Signature]</u> | By: <u>[Signature]</u> | By: <u>[Signature]</u> |
| Daryl Vander Pol | E. Gerald Teel | Charles B. Teel |
| Its: General Partner | Its: General Partner | Its: General Partner |

Teel Investment Company, a dissolved Washington company, by its successor in interest, Teel, Vander Pol and Teel, a Washington limited partnership as to Parcel M

By: Teel, Vander Pol and Teel, a Washington limited partnership
Its: Successor in interest to Teel Investment Company, a dissolved Washington Company

| | | |
|------------------------|------------------------|------------------------|
| By: <u>[Signature]</u> | By: <u>[Signature]</u> | By: <u>[Signature]</u> |
| Daryl Vander Pol | E. Gerald Teel | Charles B. Teel |
| Its: General Partner | Its: General Partner | Its: General Partner |

Teel & Madden, a Washington general partnership as to Parcels J and Q

By: [Signature]
Rodney S. Madden
Its: General Partner

By: Teel, Vander Pol and Teel, a Washington limited partnership
Its: General Partner

| | | |
|------------------------|------------------------|------------------------|
| By: <u>[Signature]</u> | By: <u>[Signature]</u> | By: <u>[Signature]</u> |
| Daryl Vander Pol | E. Gerald Teel | Charles B. Teel |
| Its: General Partner | Its: General Partner | Its: General Partner |



Daryl Vander Pol, E. Gerald Teel and Charles B. Teel, all as their separate property, a partnership as to Parcel H

By: *Daryl Vander Pol*
Daryl Vander Pol, Partner

By: *E. Gerald Teel*
E. Gerald Teel, Partner

By: *Charles B. Teel*
Charles B. Teel, Partner



Teel, Vander Pol and Teel, a Washington limited partnership, as to an undivided 1/2 interest and E. Gerald Teel and Daryl Lee Vander Pol, the co-personal representatives of the Estate of Edwin A. Teel as to an undivided 1/2 interest as to Parcel E

By: Teel, Vander Pol and Teel, a Washington limited partnership

| | | |
|------------------------|------------------------|------------------------|
| By: <u>[Signature]</u> | By: <u>[Signature]</u> | By: <u>[Signature]</u> |
| Daryl Vander Pol | E. Gerald Teel | Charles B. Teel |
| Its: General Partner | Its: General Partner | Its: General Partner |

By: [Signature]
E. Gerald Teel, co-personal representative of the Estate of Edwin A. Teel

By: [Signature]
Daryl Lee Vander Pol, co-personal representative of the Estate of Edwin A. Teel

Approved as to Form:

City of Seattle

By: _____
Its: City Attorney



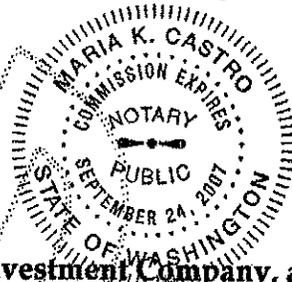
Teel, Vander Pol and Teel, Washington limited partnership

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 13th day of Oct., 2005, before me personally appeared Daryl Vander Pol, E. Gerald Teel, and Charles B. Teel, to me known to be the General Partners of Teel, Vander Pol and Teel, the Washington limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said partnership.

GIVEN under my hand and official seal this 13th day of Oct., 2005.

Signature: Maria K. Castro
Name (Print): MARIA K. CASTRO
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My appointment expires: 9/24/07



Teel Investment Company, a dissolved Washington Company, by its successor in interest, Teel, Vander Pol and Teel, a Washington limited partnership

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 13th day of Oct., 2005, before me personally appeared Daryl Vander Pol, E. Gerald Teel, and Charles B. Teel, to me known to be the General Partners of Teel, Vander Pol and Teel, the successor in interest to Teel Investment Company, a dissolved Washington company, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said company.

GIVEN under my hand and official seal this 13th day of Oct., 2005.

Signature: Maria K. Castro
Name (Print): MARIA K. CASTRO





NOTARY PUBLIC in and for the State of Washington, residing at Seattle
My appointment expires: 9/24/07

Teel & Madden, a Washington general partnership

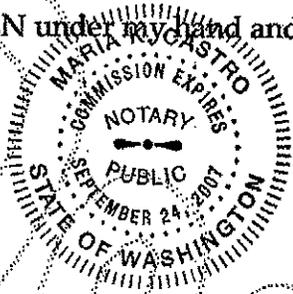
STATE OF WASHINGTON)

) ss.

COUNTY OF King)

On this 13th day of Oct., 2005, before me personally appeared Rodney S. Madden, to me known to be the General Partner of Teel & Madden, the Washington general partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said partnership.

GIVEN under my hand and official seal this 13th day of Oct., 2005.



Signature: Maria K. Castro
Name (Print): MARIA K. CASTRO
NOTARY PUBLIC in and for the State of Washington, residing at SEATTLE
My appointment expires: 9/24/07

STATE OF WASHINGTON)

) ss.

COUNTY OF King)

On this 13th day of Oct., 2005, before me personally appeared Daryl Vander Pol, E. Gerald Teel, and Charles B. Teel, to me known to be the General Partners of Teel, Vander Pol and Teel, the Washington limited partnership that is the General Partner of Teel & Madden, the Washington general partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said partnership.



GIVEN under my hand and official seal this 13th day of Oct., 2005.

Signature: Maria K. Castro

Name (Print): Maria K. Castro

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

My appointment expires: 9/24/07



Daryl Vander Pol, E. Gerald Teel and Charles B. Teel, a partnership

STATE OF WASHINGTON)

) ss.

COUNTY OF King)

On this 13th day of Oct., 2005, before me personally appeared Daryl Vander Pol, E. Gerald Teel and Charles B. Teel, to me known to be the partners of the Daryl Vander Pol, E. Gerald Teel and Charles B. Teel partnership, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said partnership.

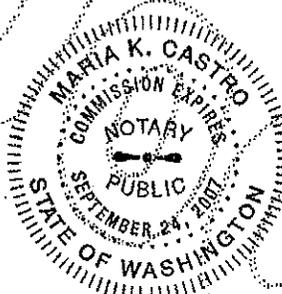
GIVEN under my hand and official seal this 13th day of Oct., 2005.

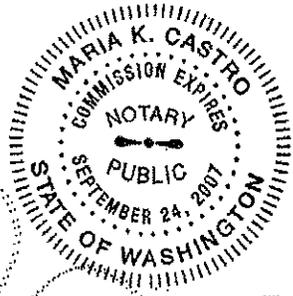
Signature: Maria K. Castro

Name (Print): Maria K. Castro

NOTARY PUBLIC in and for the State of Washington, residing at Seattle

My appointment expires: 9/24/07





Name (Print): Maria K. Castro
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My appointment expires: 9/24/07

Unofficial
Document

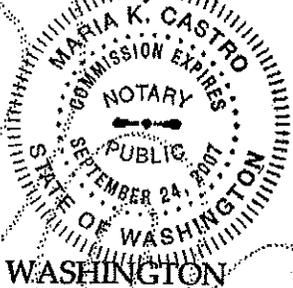


Teel, Vander Pol and Teel, a Washington limited partnership, as to an undivided 1/2 interest and E. Gerald Teel and Daryl Lee Vander Pol, the co-personal representatives of the Estate of Edwin A. Teel as to an undivided 1/2 interest

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 13th day of Oct., 2005, before me personally appeared Daryl Vander Pol, E. Gerald Teel, and Charles B. Teel, to me known to be the General Partners of Teel, Vander Pol and Teel, the Washington limited partnership that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said partnership.

GIVEN under my hand and official seal this 13th day of Oct., 2005.



Signature: Maria K Castro
Name (Print): MARIA K. CASTRO
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My appointment expires: 9/24/07

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 13th day of Oct., 2005, before me personally appeared E. Gerald Teel and Daryl Lee Vander Pol, to me known to be the co-personal representatives of the Estate of Edwin A. Teel, the Estate that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Estate, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument on behalf of said Estate.

GIVEN under my hand and official seal this 13th day of Oct., 2005.

Signature: Maria K Castro

