

FILED NO. 18394
CITY OF BELLEVUEDATE 10/20/92
DEPUTY CITY CLERKOrd.
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ORIGINAL

WP0086C-MISC

CONCOMITANT AGREEMENT

WHEREAS, the City of Bellevue, Washington, a noncharter code city, under the laws of the State of Washington has authority (chapter 35A.63 RCW and Article 11, Section 11 of the Washington State Constitution) to enact laws and enter into agreements to promote the health, safety and welfare of its citizens, and thereby control the use and development of property within its jurisdiction; and

WHEREAS, the Owners of certain properties (Tax Lots 25, 51, 86, and 99 referred to as combined Parcel A) have applied for a rezone of such properties described below which are within the City's jurisdiction; and

WHEREAS, the City of Bellevue Hearing Examiner has recommended that such combined properties, located at approximately 15057 Bel-Red Road, be rezoned; from Office to R-30 (Parcel B; Tax Lot 25); from R-30 to Office (Parcel C); and that the terms and conditions of existing zoning ordinances and concomitant zoning agreements applicable to the properties comprising combined Parcel A be revised and the revised terms and conditions be applied to combined Parcel A; and

WHEREAS, the City pursuant to chapter 43.21C RCW, the State Environmental Policy Act, should require that any adverse impacts which might result because of the property rezone be mitigated; and

WHEREAS, the Owners and the Prospective Purchaser have indicated willingness to cooperate with the City of Bellevue to insure compliance with the Bellevue Land Use Code and all other local, state and federal laws relating to the use and development of the property; and

WHEREAS, the City, in addition to civil and criminal sanctions available by law, desires to enforce the rights and interests of the public by this concomitant agreement;

NOW, THEREFORE, in the event the properties located at approximately 15057 Bel-Red Rd. (Tax Lots 25, 51, 86, and 99 referred to as combined Parcel A) and more particularly described as:

PARCEL A

That portion of the Southwest quarter of the Northwest quarter of Section 26, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the East line of the West 1074.66 feet of said subdivision with the centerline of Northrup Road Revision No. 1431; thence Northeasterly along said centerline to the East line of the West 1134.66 feet of said subdivision; thence Southerly along said East line to the South line of the North 111.00 feet, as measured along the East line, of the Southeast quarter of the Southwest quarter of the Northwest quarter of said

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Section 26; thence Easterly along said South line to the East line of the Southwest quarter of the Northwest quarter of said Section 26; thence Southerly along said East line to the North line of the South half of the South half of the Southwest quarter of the Northwest quarter of said Section 26; thence Westerly along said North line to the East line of the West 1074.66 feet of the Southwest quarter of the Northwest quarter of said Section 26; thence Northerly along said East line to the Point of Beginning;

TOGETHER WITH the Northwest quarter of the Southwest quarter of the Southeast quarter of the Northwest quarter of said Section 26.

are reclassified as follows:

PARCEL B

The South 111.00 feet of the North 222.00 feet, as measured along the East line, of the South half of the Southwest quarter of the Northwest quarter of Section 26, Township 25 North, Range 5 East, W.M., in King county, Washington;

EXCEPT the West 1134.66 feet thereof.

is reclassified by the City of Bellevue from Office to R-30 with conditions; and

PARCEL C

The East 60.00 feet of the West 1134.66 feet of the North half of the Southwest quarter of the Northwest quarter of Section 26, Township 25 North, Range 5 East, W.M., in King county, Washington, lying Southerly of the centerline of Northrup Road Revision No. 1431;

TOGETHER WITH the North 11.00 feet of the East 60.00 feet of the West 1134.66 feet of the South half of the Southwest quarter of the Northwest quarter of said Section 26.

is reclassified by the City of Bellevue from R-30 to Office (O) with conditions; and

PARCEL D (PARCEL A LESS PARCELS B AND C)

That portion of the Southwest quarter of the Northwest quarter of Section 26, Township 25 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the intersection of the East line of the West 1074.66 feet of said subdivision with the centerline of Northrup Road

Revision No. 1431; thence Northeasterly along said centerline to the East line of the West 1134.66 feet of said subdivision; thence Southerly along said East line to the South line of the North 111.00 feet, as measured along the East line, of the Southeast quarter of the Southwest quarter of the Northwest quarter of said Section 26; thence Easterly along said South line to the East line of the Southwest quarter of the Northwest quarter of said Section 26; thence Southerly along said East line to the North line of the South half of the South half of the Southwest quarter of the Northwest quarter of said Section 26; thence Westerly along said North line to the East line of the West 1074.66 feet of the Southwest quarter of the Northwest quarter of said Section 26; thence Northerly along said East line to the Point of Beginning;

TOGETHER WITH the Northwest quarter of the Southwest quarter of the Southeast quarter of the Northwest quarter of said Section 26.

EXCEPT:

The South 111.00 feet of the North 222.00 feet, as measured along the East line, of the South half of the Southwest of the Northwest quarter of Section 26, Township 25 North, Range 5 East, W.M., in King county, Washington;

EXCEPT the West 1134.66 feet thereof.

AND EXCEPT:

The East 60.00 feet of the West 1134.66 feet of the North half of the Southwest quarter of the Northwest quarter of Section 26, Township 25 North, Range 5 East, W.M., in King county, Washington, lying Southerly of the centerline of Northrup Road Revision No. 1431;

TOGETHER WITH the North 11.00 feet of the East 60.00 feet of the West 1134.66 feet of the South half of the Southwest quarter of the Northwest quarter of said Section 26.

is reclassified by amending the terms and conditions of that certain Concomitant Zoning Agreement adopted pursuant to Ordinance No. 3836 and given Clerk's Receiving No. 13010; and

in full consideration of that event should it occur, the Owners of Tax Lots 25, 51, 86, and 99 (referred to as combined Parcel A) do hereby covenant and agree as follows:

1. SPECIFIC CONDITIONS:

a. A maximum of 140 units shall be constructed on the site of which not more than 100 shall be congregate care housing apartments with

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kitchens and not more than 40 shall be assisted living units without kitchens; or a maximum of 124 units shall be constructed on the site if all 124 units have full kitchen facilities. If the development is a "For Rent" facility the owners shall provide to the City on an annual basis, a copy of their rental structure, ages of occupants, and general status of the operation for the retirement facility.

b. Prior to the issuance of the design review decision required by specific condition 1.g., the applicant shall supply a site plan with scaled drawings of building elevations and landscape plans sufficient to determine from the face of those drawings how the transition area requirements of Land Use Code Section 20.25B will be met and shall supply copies of these plans to the Sherwood Forest Community Club and Chevy Chase Community Club at least three (3) weeks prior to any decision by the Design and Development Department on the application. Any written comments the Community Clubs may wish to make shall be delivered to the applicant and the Department prior to the decision on the application. The plans supplied to the Community Clubs shall be the most current and accurate copies of the plans submitted to the Design and Development Department for design review.

c. The subject property shall be used exclusively to provide dwellings designed to meet the LUC definition of senior citizen apartment current at the time of the building permit application. No conversion of the site to any other use shall be permitted without quasi-judicial review pursuant to the reclassification provisions on LUC 20.30A or its successor provisions. Further, the Owners of the property shall record a covenant running with the property, with any future subdivision or platting of the property, limiting the occupancy of the units to persons one of whom is at least 55 years of age or older (Section 20.50.044 Land Use Code). This requirement shall be included in any By-Laws or other legal instrument citing covenants, conditions or restrictions, or requirements of occupancy. Said covenant shall be submitted to the City Attorney for his approval as to form. A copy of the recorded covenant shall be submitted to the Planning Department prior to issuance of final certificate of occupancy.

d. Before issuance of any development permit(s), the Owners shall have dedicated to the City of Bellevue those portions of Tax Lot 51 needed for access as public street right-of-way and no certificate of occupancy shall be issued until construction of that roadway to public street standards shall have been completed.

e. The Owners shall not protest a City requirement to limit access to Bel-Red Road from the Lot 51 roadway to right-turn-in/right-turn-out if the Public Works Department's traffic engineer determines that unacceptable conflicts in traffic movement are occurring. Further, the Owners shall not protest placement of the required sidewalk on the east side of that roadway if the Public Works Department determines that the east side is preferable. Further, the Owners shall grant to Tax Lots 25, 67, 92, 93, 98, 104, 105 and 109 access easements to the Tax Lot 51 roadway if any of those lots do not already possess such easements. The Owners shall not protest the formation of a Local Improvement District for an internal roadway system. A copy of the

drawing of the preliminary plan for such roadway is attached hereto and made a part of this Concomitant Agreement.

f. A construction schedule shall be submitted to the Office of Environmental Coordination at or prior to the design review application for the purpose of determining noise impacts. Further limits on the days and hours during which construction activity may take place shall be determined at that time. Unless facts found then warrant otherwise, construction shall be permitted only from 8:00 a.m. to 6:00 p.m., on weekdays and prohibited entirely on weekends.

g. Prior to issuance of any development permit(s) including clearing and grading permits, the applicant shall have received design review approval pursuant to LUC 20.30F with specific attention to the following stipulations:

(1) A tree retention and grading plan shall be submitted with the design review application for review and approval by the Departments of Design and Development, Planning, and Storm and Surface Water Utility to ensure that the following tree preservation design goals are met:

(a) The proposed site design shall minimize clearing of the site.

(b) The plan shall emphasize the retention of groups of five or more trees and associated understory rather than isolated, individual, significant trees pursuant to LUC 20.50.046.

(c) All significant trees as defined by LUC 20.50.046 within the required landscaping buffers shall be retained and 33% of the significant trees not located within those buffers shall be retained. In buffer areas, plantings shall be added to retained natural vegetation as necessary to meet the intent of transition area standards for buffering. On Lot 25, it will only be necessary to retain 15% of the significant trees within buffers.

(d) In the event that Tax Lot 99 is developed as a primary parking area then the south side of Tax Lot 99 shall have a minimum landscaping buffer of 50 feet of Type II vegetation and the west side of Tax Lot 99 shall have a minimum landscaping buffer of 25 feet of Type II vegetation. (Type II is defined by LUC 20.20.520.) In the event that Tax Lot 99 is developed with a structure, then Land Use Code requirements for landscaping shall apply.

(2) All exterior lighting including parking lot lighting standards shall be no greater than 10 feet in height and shall be shielded to direct light downward to avoid spillage onto adjacent properties. The lighting plan shall include pole height, location and fixture design and shall be reviewed and approved prior to issuance of the design review.

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(3) The site plan shall include a pedestrian trail from the parking area on Tax Lot 99 to the western side of that lot for the purpose of providing pedestrian access in the event that an easement for pedestrian access is obtained from the adjacent property to the west. That pedestrian trail shall be constructed to Public Works Department specifications prior to issuance of the first temporary certificate of occupancy for the proposed project.

(4) All outdoor mechanical equipment and all garbage and trash receptacles shall be screened with architecturally compatible materials and shall be at least as high as the equipment shielded and shall be of a noise attenuation design with such supplemental sound shielding as may be recommended by a noise consultant and reviewed and approved by the Office of Environmental Coordination. Rooftop mounting of any equipment shall be avoided to the extent reasonably possible.

(5) Samples of the building materials and colors shall be submitted with the design review for review and approval by the Department of Design and Development to assure compatibility with adjacent residential developments.

h. If the property is developed for ten housing units or greater, at least ten (10) percent of the units buildable under the original maximum density must be affordable units and at least twenty (20) percent of the units buildable as a result of the increase in density from the original maximum density to the total number of approved units must be affordable units. One bonus market rate unit is permitted for each of the affordable units provided to meet the minimum ten (10) percent requirement of the original maximum density, up to fifteen (15) percent above the original maximum density. "Affordable units" shall be defined as set forth in LUC 20.50.010.

(1) For the purpose of calculating the number of required affordable units, the original maximum density possible under the R-30 zoning is approximately one-hundred forty-five (145) units (after dedication); one-hundred fifty-nine (159) units (before dedication). The units shall remain affordable units for the lifetime of the R-30 zoning classification and shall be dispersed across the range of unit sizes and throughout the property.

(2) Prior to issuance of a building permit, the Owners shall sign any necessary agreements with the City to implement these requirements. The City may agree, at its sole discretion, to subordinate any affordable housing regulatory agreement for the purpose of allowing the Owners to obtain financing for development of the property, consistent with any applicable provisions of the Land Use Code in effect at the time of the issuance of the development permit(s).

(3) The provision of affordable housing units within the development shall be governed by an agreement between the owner(s) (Silver Glen, a Washington non-profit corporation) and the City of Bellevue, entitled AGREEMENT AS TO METHOD OF COMPLIANCE WITH CITY OF BELLEVUE AFFORDABLE HOUSING

REQUIREMENTS. When this agreement is executed, it shall be recorded in the Office of the King County Recorder.

(4) The resale of affordable housing units shall be governed by the RESALE RESTRICTION AGREEMENT AND OPTION TO PURCHASE between the owner(s) (Silver Glen, a Washington non-profit corporation) and the City of Bellevue. When this agreement is executed, it shall be recorded in the Office of the King County Recorder.

i. Administrative design review shall be required prior to development of the site. Review shall include, but shall not be limited to, access circulation, parking, landscaping, preservation of existing vegetation, building location and design.

2. In the event that any term or clause of this Agreement conflicts with applicable law, such conflicts shall not affect other terms of this Agreement which can be given effect without the conflicting term or clause, and to this end the terms of this Agreement are declared to be severable.

3. Any amendment or modification of this Agreement shall be valid only if mutually agreed upon by the City of Bellevue and the Owners (including heirs, assignees and successors to the Owner) in writing and recorded with the King County Department of Records and Elections.

4. In addition to all other remedies available to the City by law, the City reserves the right to initiate proceedings to revoke the rezoning of the properties should the Owners fail to comply with any of the terms and conditions of this Agreement.

5. The City may at its discretion bring a lawsuit to compel specific performance of the terms and conditions of this Agreement.

6. Nothing in this Agreement shall be construed to restrict the authority of the City to exercise its power to rezone the property in future years.

7. The Owners agree to indemnify and save harmless the City of Bellevue from and against all claims, suits, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with the Owners' negligent performance of or failure to perform fully any term or condition of this Agreement.

8. This Concomitant Agreement shall supersede and replace that certain Concomitant Zoning Agreement adopted pursuant to Ordinance No. 3836 and given Clerk's Receiving No. 13010 and shall supersede and replace any other concomitant zoning agreement(s) to the extent such other agreement(s) pertain to those properties (combined Parcel A; comprised of Tax Lots 25, 51, 86 and 99) rezoned pursuant to Ordinance No. ____ and this Concomitant Agreement.

9. The undersigned persons designated as "Owners" shall be automatically released from the obligations imposed upon and assumed by them as owners of the property by this Concomitant Agreement simultaneously with the closing of this sale and recording of a deed by them to the Prospective Purchaser (applicant), its heirs, successors and assigns. Upon the occurrence of such event, the new owner(s) shall assume all the responsibilities and obligations of the Owners under this Concomitant Agreement.

10. This Concomitant Agreement may be signed in counterparts.

11. This Concomitant Agreement shall be binding on the heirs, assigns and successors of the Owners of the property.

12. Because this Agreement was signed in counterparts, the parties have agreed that the date of this Agreement shall be October 16, 1992.

DATED this 16th day of October, 1992.

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The persons whose names are subscribed herein do hereby certify that they are the holders of fee simple interest in the above described property

OWNERS:

Mark David Swanson
Mark David Swanson, Executor for the
Estates of Wilfred A. Swanson and
Pearl D. Swanson

Signed for M-Mathis
Sigrid Joy McMaths, Executrix for the
Estates of Wilfred A. Swanson and
Pearl D. Swanson

Bert J. McNaee, an individual

Garrison E. Deal, an individual,
husband of Mary Evelyn Deal

Mary Evelyn Deal, an individual,
wife of Garrison E. Deal

Eugene Novik, an individual,
husband of Dorothy Novik

Dorothy Novik, an individual,
wife of Eugene Novik

PROSPECTIVE PURCHASER:

BY: _____
ITS: _____

APPROVED AS TO FORM:

Assistant City Attorney

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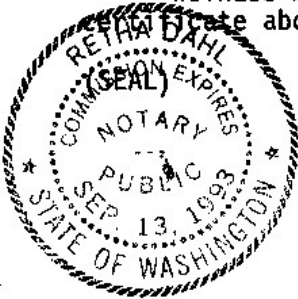
STATE OF WASHINGTON

COUNTY OF KING

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On this 13 day of October, 1992, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mark David Swanson, to me known to be the individual who executed the foregoing instrument and acknowledged the same to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal affixed the day and year in this certificate above written.



Retha Dahl
NOTARY PUBLIC in and for the State
of Washington, residing at North Bend
My appointment expires: 9-13-93

STATE OF WASHINGTON

COUNTY OF KING

} SS

On this 13 day of October, 1992, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Regina Jay Mc Manus, to me known to be the individual who executed the foregoing instrument and acknowledged the same to be her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument.

WITNESS my hand and official seal affixed the day and year in this certificate above written.



Retha Dahl
NOTARY PUBLIC in and for the State
of Washington, residing at North Bend
My appointment expires: 9-13-93

9210230237

The persons whose names are subscribed herein do hereby certify that they are the holders of fee simple interest in the above described property

OWNERS:

Mark David Swanson, Executor for the
Estates of Wilfred A. Swanson and
Pearl D. Swanson

Sigrid Joy McMains, Executrix for the
Estates of Wilfred A. Swanson and
Pearl D. Swanson

Bert J. McNae
Bert J. McNae, an individual

Garrison E. Deal
Garrison E. Deal, an individual,
husband of Mary Evelyn Deal

Mary Evelyn Deal
Mary Evelyn Deal, an individual,
wife of Garrison E. Deal

Eugene Novik, an individual,
husband of Dorothy Novik

Dorothy Novik, an individual,
wife of Eugene Novik

PROSPECTIVE PURCHASER:

BY: _____
ITS: _____

APPROVED AS TO FORM:
[Signature]
ASSISTANT CITY ATTORNEY

9210230237

STATE OF WASHINGTON

COUNTY OF KING

} SS

On this 16th day of October, 1992, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Bert J. McNae, to me known to be the individual who executed the foregoing instrument and acknowledged the same to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

(SEAL)

Aretta Lanzendorf
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My appointment expires: 6-1-93

STATE OF WASHINGTON

COUNTY OF KING

} SS

On this 16th day of October, 1992, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Garrison E. Deal, to me known to be the individual who executed the foregoing instrument and acknowledged the same to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

(SEAL)

Aretta Lanzendorf
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My appointment expires: 6-1-93

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STATE OF WASHINGTON

COUNTY OF KING

} SS

On this 16th day of October, 1992, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mary Evelyn Deal, to me known to be the individual who executed the foregoing instrument and acknowledged the same to be her free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute said instrument.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

(SEAL)

Arretta Lanzendores
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My appointment expires: 6-1-93

STATE OF WASHINGTON

COUNTY OF KING

} SS

On this _____ day of _____, 1992, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual who executed the foregoing instrument and acknowledged the same to be _____ free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said instrument.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

(SEAL)

NOTARY PUBLIC in and for the State
of Washington, residing at _____
My appointment expires: _____

9210230237

The persons whose names are subscribed herein do hereby certify that they are the holders of fee simple interest in the above described property

OWNERS:

Mark David Swanson, Executor for the
Estates of Wilfred A. Swanson and
Pearl D. Swanson

Sigrid Joy McMains, Executrix for the
Estates of Wilfred A. Swanson and
Pearl D. Swanson

Bert J. McNae, an individual

Garrison E. Deal, an individual,
husband of Mary Evelyn Deal

Mary Evelyn Deal, an individual,
wife of Garrison E. Deal

Eugene Novik, an individual,
husband of Dorothy Novik

Dorothy Novik, an individual,
wife of Eugene Novik

PROSPECTIVE PURCHASER:

BY: _____
ITS: _____

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

9210230237

STATE OF WASHINGTON }
COUNTY OF KING } SS

On this 15TH day of OCTOBER, 1992, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERTY NORTON, to me known to be the individual who executed the foregoing instrument and acknowledged the same to be A free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that HE is authorized to execute said instrument.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

(SEAL)

Kevin L. Lihon
NOTARY PUBLIC in and for the State
of Washington, residing at
BELLEVUE 98007
My appointment expires: 1-5-96

STATE OF WASHINGTON }
COUNTY OF KING } SS

On this 15TH day of OCTOBER, 1992, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared EUGENE NEWICK, to me known to be the individual who executed the foregoing instrument and acknowledged the same to be A free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that HE is authorized to execute said instrument.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

(SEAL)

Kevin L. Lihon
NOTARY PUBLIC in and for the State
of Washington, residing at
BELLEVUE WA 98007
My appointment expires: 1-5-96

9210230237

The persons whose names are subscribed herein do hereby certify that they are the holders of fee simple interest in the above described property

OWNERS:

Mark David Swanson, Executor for the
Estates of Wilfred A. Swanson and
Pearl D. Swanson

Sigrid Joy McMains, Executrix for the
Estates of Wilfred A. Swanson and
Pearl D. Swanson

Bert J. McNae, an individual

Garrison E. Deal, an individual,
husband of Mary Evelyn Deal

Mary Evelyn Deal, an individual,
wife of Garrison E. Deal

Eugene Novik, an individual,
husband of Dorothy Novik

Dorothy Novik, an individual,
wife of Eugene Novik

PROSPECTIVE PURCHASER:

BY: Silver Glen Cooperative
Carl A. Munson, President
ITS: _____

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

9210230237

STATE OF WASHINGTON

COUNTY OF KING

} SS

On this _____ day of _____, 1992, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____, to me known to be the individual who executed the foregoing instrument and acknowledged the same to be _____ free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute said instrument.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

(SEAL)

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

My appointment expires: _____

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STATE OF WASHINGTON

COUNTY OF KING

} SS

On this 14 day of October, 1992, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared CARL A. MUNSON, to me known to be the PRESIDENT of the corporation that executed the foregoing instrument and acknowledged the same to be his free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said corporation and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal affixed the day and year in this certificate above written.

(SEAL)

Wm. D. M. R. [Signature]
NOTARY PUBLIC in and for the State of Washington, residing at 5001 N.

My appointment expires: 12.29.92