

FROM STEVEN MENDELSON,
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Ms. Tayara;

Please do me a favor and let me know that you have received my letter.

As you know I am the owner of the lot immediately to the south of the proposed development PLN50589. As you know are aware the easement AFB 200103260191 refers to an easement on Lot B and adjacent to my property immediately to the south.

This easement clearly states that it was written for the purpose of providing fire services to at that time a hospital to the north and was otherwise for the benefit of the properties to the south by increasing the view to our north and providing landscaping and a solid fence to the north.

I am writing concerning the SEPA application. I only received the notice very recent and the given the complexity of the changes as they relate to the development adjacent to and lying immediately to the north of my property, my response arrives towards the end of the response period.

As has been my position ever since the inception of this project – that it is my goal to preserve the rights and benefits to me that are detailed in AFB 200103260191. I will point out that I have remained in contact with the developer and we have been striving towards an amicable solution.

My current concerns relate to both inaccuracies of the PDF's (specifically the drawings) for the SEPA (4/11/2018) and less than clear wording in the "Open space management plan". I believe that these inaccuracies and lack of clarity could significantly complicate the overall project.

The drawings below are directly copied and pasted from SEPA application.

My other concern is the wording of the "Open Space Mgt Plan 4-20-2018" and how it relates AFB 200103260191. Perhaps you will be able to clarify for me the intent of the "Open Space Mgt Plan 4-20-2018" as it relates to building a split rail fence between "open space" and "the lot or right of way".

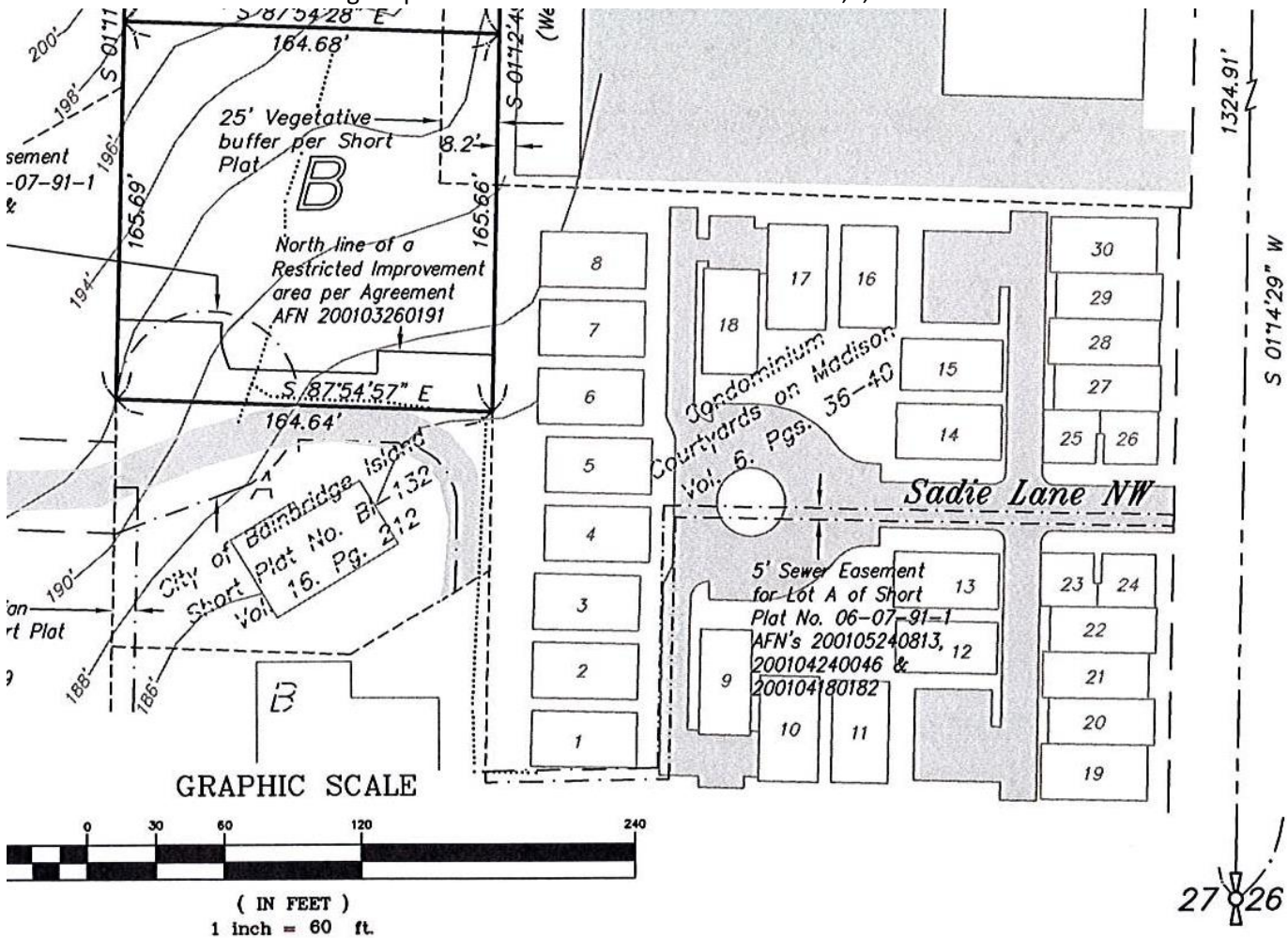
1. Specifically both drawings below shows a setback of 18.56 feet between Lot 8 and the southern boundary line of lot B. However, AFB 200103260191 specifies a setback of 35 feet. My understanding from the builder is that the plans have changed and that the drawing on the SEPA document are likely in error and reflect an older document. Be that as it may, the SEPA plan as it stands is likely in error and I feel the SEPA plan should be corrected specific parties involved have ample time to review it. Once again, I point out that we were informed by the city that we were one of the properties did not receive the initial notification of the SEPA application.
2. Another concern is that "Open Space" is shown immediately to the south of Lot 8. Again, there is potential conflict with AFB200103260191 wherein the plan shows that shown open space lies within the easement. The open space management plan contains the wording *"A low impact fence eg split rail delineating the boundary of the open space area shall be maintained along the boundary between the open space and the lot or right of way."* I have two problems with the above conflict.
 - I find the language of the open space management plan vague wherein the wording "lot or right of way" lacks clarity. Furthermore, I believe that the specific drawing (below) detailing the open space contains substantial error in the placement of Lot 8 (off by 17 feet to the south) and therefore making me lose confidence in the intended placement of the "open space". In other words, will the "open space" lie within the easement or will it be adjacent to the north border of the easement or both? Furthermore, because of shading issues it is not clear if the open space will stop at the "utilities easement" or could it possibly lie over the utilities easement.
 - In either case above (ie. open space either within the easement or immediately north of the easement) *the easement AFB 200103260191 absolutely specifies the details of a solid fence (ie. Not split rail) In fact the fence remains in place and is located as shown (with a minor error) on the bottom drawing.* And I beg you to recall the purpose of the easement was for the benefit of the property to the south as regards the view and placement of the open space.

- Therefore, the potential requirement for a split rail either along my property or along the north side of the easement creates a significant future legal issue between the builder, myself and the city. Particularly, as to the properties referenced on AFB 200103260191 strive to rewrite the easement so as to enable the project .

3. Finally the "utilities easement" AFB (?) has not yet been signed off on by the parties involved.

Sincerely,
Steven Mendelsohn

Please refer to the two drawings copied below from "Revised Plat Sheets 4,5,6 and 7.PDF



Notes:

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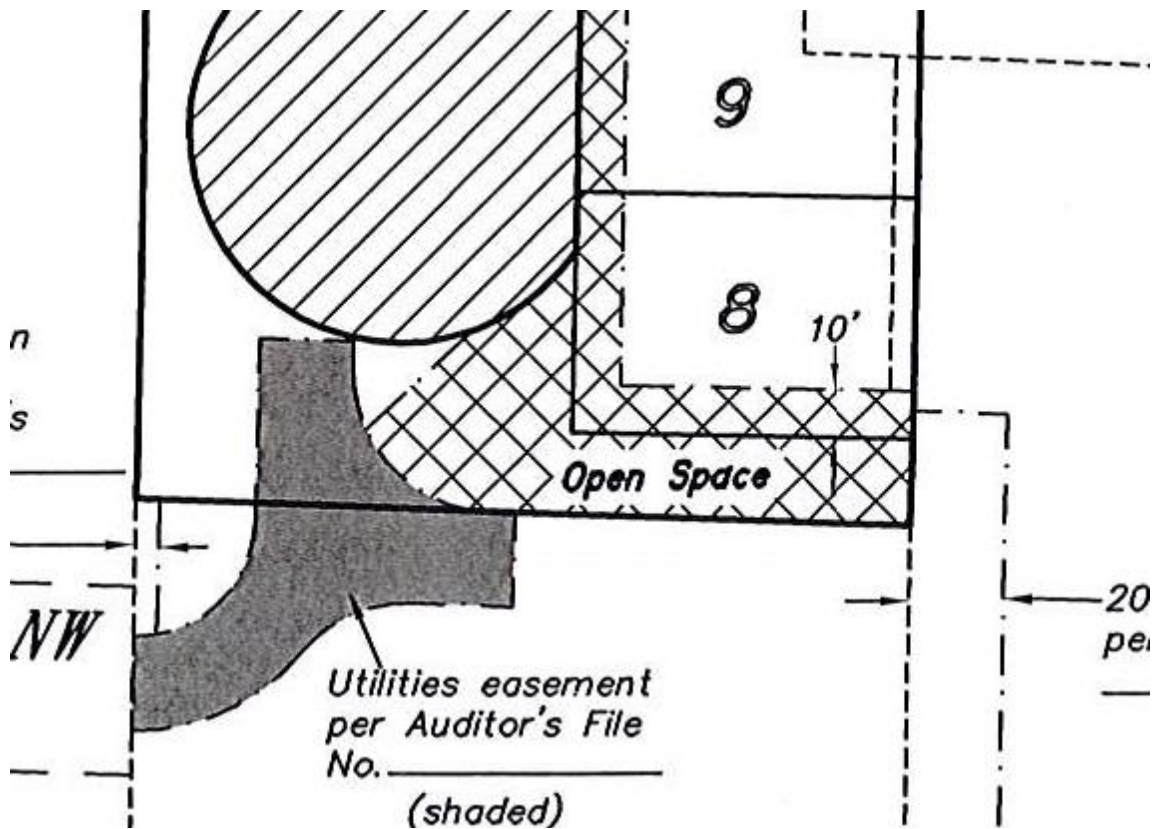
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ABOVE ITEM is 4/22/1028 Revised Opens Space Management Plan 4-10-18.PDF The southern most aspect of this drawing outlines a "Restricted improvement area per agreement 920003260191

Furthermore The same document below shows the same land as "Opens Space" and does not show that it is in fact a "Restricted Improvement area per Agreement 920003260191"



We (myself and the owner to the south of me) have had an ongoing dialog with the developer as regards to drainage for his property along the eastern portion of out lots.