

To: King County Hearing Examiner Alison Moss
From: Friends of Sammamish Valley and Hollywood Hill Association
RE: Intervenor Prehearing Rebuttal and Exhibits for Code Enforcement Appeal of ENFR 21-0765 by Tenhulzen et al. vs. King County
Date: December 8, 2022

Friends of Sammamish Valley (FoSV) and Hollywood Hill Association (HHA) are submitting this Rebuttal and Exhibits to Exhibit 3 in King County's Staff Report submitted December 1, 2022 to the Hearing Examiner. The Staff Report's Exhibit 3 contains three Appeal Letters for ENFR21-0765 to King County from Appellant.

In an Appeal Letter from TM Squared dated May 15, 2022¹, Appellant claims: “***‘Building A’ was an original 1 bedroom house converted to a taproom by the previous owner. An existing lease prevents conversion of ‘Building A’ back to a residence.***”

Appellant has provided no evidence regarding the lease for ‘Building A.’ Appellant’s statement is an unsupported claim. The facts show that the previous property owner Mr. Leone was also the responsible official for the **previous lessee Fish Brewing**, which occupied ‘Building A’ while Mr. Leone owned the property.² Fish Brewing was closed before the property was put up for sale.³ So either Mr. Leone leased ‘Building A’ to a **new lessee, Good Brewing**, right before he sold it to Appellant, or Appellant leased to Good Brewing after taking ownership of the property. In either case, Appellant is responsible. Appellant could have taken action to have the lease for illegal use cleaned up before closing on the sale, as was done for the lien. Or Appellant should not have leased property for an illegal use.

In the same Appeal Letter from TM Squared, Appellant claims that violation 4 in the Notice and Order against Appellant’s commercial contracting offices in ‘**Building D**’ is “inadmissible due to wrongly cited King County Code sections.”

King County cites the Home Occupation code. Appellant claims they will apply sometime in the future for permits under the Home Industry code, thus County cite is incorrect. Appellant’s statement has the rule of law completely backward. The Appellant is required to have an occupied residence on the property and the appropriate permits, be they Home Occupation or Home Industry, **before** opening business offices on the premises. Operation of commercial offices on the property without either Home Occupation or Home Industry permits is illegal, period. Furthermore, is it unlikely the Appellant would even be granted a Home Industry CUP, as per arguments in Intervenor Prehearing Statement.

Appellant also claims that “*Operation of contracting business does not meet requirements of home occupation business because the property’s primary residence has been converted to a tap room by the prior owner.*”⁴ Appellant was fully aware of the status of violations on the property and the status of each building prior to purchasing the property. The Appellant himself said, “As

¹ King County Staff Report, Exhibit 3, page 1, 2nd paragraph.

² See Exhibit 1. Settlement letter which shows Sal Leone was responsible for Fish Brewing.

³ See Exhibit 1 of Intervenor Prehearing Statement and Exhibits.

⁴ King County Staff Report, Exhibit 3, page 6, point 4.

long-time residential remodeling professionals, the buyers understood the condition of the property and were prepared to return it to zoning compliance with a quality representative of the Tenhulzen name."⁵ What the prior property owner did with the property has nothing to do with Appellant's responsibility to adhere to King County Code. Appellant, as the property owner, is responsible for any activities on the property, including leases granted to companies owned by Appellant or others. Statements Appellant makes about what he might do in the future are irrelevant. Appellant's opening of several of his own Tenhulzen contracting businesses on the property in August 2020 is illegal, because commercial offices are not allowed in the RA zone without either Home Occupation permits or a Home Industry CUP and associated permits.

The Appellant also refers to the King County Settlement Agreement⁶ and noted it was included in the purchase and sale agreement for the property and should be the governing document.⁷ The Settlement Agreement applied to Fish Brewing (**Building A**) and Silverlake Tasting Room (**Building D**), businesses that belonged to Mr. Larone, the prior property owner. The Settlement Letter was voided on December 4, 2019 when new Adult Beverage legislation was passed by the King County Council. The Settlement Letter was also non-transferable. The Settlement Agreement cannot be the governing document. In addition, both Fish Brewing and Silverlake Tasting Room are gone from the property. The **new businesses** that went into those buildings – Good Brewing and the offices for Appellant's contracting businesses — have nothing to do with the Settlement Letter. The Notice and Order is for Appellant's business and again has nothing to do with the prior property owner's long-gone businesses.

The Appellant knew since before purchasing the property in September 2019 the condition of the buildings and that the property had violations. The Appellant was reminded of those violations in a November 6, 2019 code enforcement letter from King County on ENFR19-0989.⁸

Subsequently, Appellant chose to open or allow to be opened **new businesses** on the property – Good Brewing in January 2020⁹ and offices for Tenhulzen contracting businesses in August 2020.¹⁰ Those actions show disregard for the zoning laws that protect our County. In response to those **new violations** the November 18, 2021 Compliance Schedule for new case ENFR21-0765 gave Appellant slightly over 30 days to cease violations. The April 28, 2022 Notice and Order on ENFR21-0765 again gave Appellant 30 days to cease violations.

For reasons set out above as well as in Intervenor Prehearing Statement and Exhibits, Intervenor hereby request that the Hearing Examiner deny the appeal and issue an order affirming the County's code enforcement action. Allowing the continuation of Appellant's illegal business activities would be unreasonable. It would be inconsistent with King County laws and policies that speak firmly for compliance, avoidance of sprawl, and protection of the Rural Area zone.

⁵ King County Staff Report, Exhibit 3, page 5, 1st paragraph.

⁶ See Exhibit 1.

⁷ King County Staff Report, Exhibit 3, page 6, 4th paragraph.

⁸ Intervenor Prehearing Statement and Exhibits, Exhibit 2.

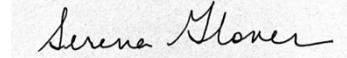
⁹ Intervenor Prehearing Statement and Exhibits, Exhibit 4.

¹⁰ King County Staff Report, Exhibit 3, page 3, 1st paragraph.

To put the Appellant back in the same position he was in before he appealed the Notice and Order, which gave him thirty days for compliance, Intervenors respectfully request that the Examiner's decision should only give the Appellant 30 days from issuance of an order in this matter to cease unlawful activities on the site.

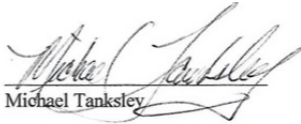
Respectfully submitted December 8, 2022,

Friends of Sammamish Valley



Serena Glover

Hollywood Hill Association



Michael Tanksley

Exhibit 1

January 11, 2016
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SETTLEMENT AGREEMENT

I am the owner of the business known as Larone Holdings, LLC
located in unincorporated King County at 14901 148th Ave NE, Woodinville, WA 98072

My business includes (please summarize services and activities):

- ~~CORPWORKS Distilling, LLC~~ - Spirits Production, Tasting and Sales, Events
- ~~FIRST BREWING Co Tasting Room~~ - Beer production, Tasting and Sales, Events
- ~~WASHINGTON Wine & Beverage Co~~ - Wine Tasting and Sales, Events, Office Space
- ~~and ~~BEER TRUCKS~~~~

I have decision-making authority and may legally bind my business under the laws of the State of Washington.

I do not have an approved permit for the use and operation of the business at this time.

I agree not to undertake any construction or any form of activity that will increase my business' regulatory non-compliance.

I agree to correct immediately, pursuant to the County's normal processes, any and all County code violations that create any life safety issues.

I understand that by signing and complying with this settlement that I will not be subject to code enforcement actions for my winery, brewery, distillery, or associated tasting room business for the duration of the study period and while any related legislative changes are being considered. I agree that I am now and will be in the future subject to the plain language of the King County Code. I understand that I will have the opportunity to address my business' current unpermitted uses and/or code violations, as set forth in the King County Code, after the resolution of the study, and that the King County Council may or may not adopt any recommended legislative changes. I also understand that this settlement does not bind any other law enforcement or regulatory agency from investigating or enforcing applicable laws.

Dated this 11th day of JAN, 2016.

Business Owner (printed and signed): S.A. LARONE, [Signature]