

1
2
3
4
5 **BEFORE THE HEARING EXAMINER**
6 **CITY OF MEDINA**
7

8 In Re: Nonadministrative Variance
9 Application of Overlake Golf and
10 Country Club
11

Hearing Examiner File no:

Department Reference:
File No P-24-079

12 **Party of Record's Response to Applicant's**
13 **Prehearing Brief**
14

15
16 This party of record respectfully submits this response to the Applicant's Pre-Hearing
17 Brief in Support of Variance Application
18
19

20 **I. Introduction/Summary**

21 Applicant submitted a pre-hearing brief in support of its variance application which
22 fundamentally misdirects the examiner and misapplies case law numerous times.
23

24 For example, the Applicant concluded that the Club "**applied for and received a**
25 **conditional use permit**" in 1990 for the erection of a 50' nylon fence. App. Brief at 4.
26 Applicant here, then went on to quote "the City of Medina" stating that "[i]t further concluded
27

1 *that the fence ‘should have no detrimental effects [on neighboring residences] ...’* Neither the
2 Hearing Examiner nor the City of Medina said that. To the contrary, those quotes were lifted
3 directly from Applicant’s then-consultant, Bob Burke’s, September 18, 1991, letter to the
4 Medina Planning Commission. Attribution of these statements to the City of Medina is simply
5 untrue. See Applicant’s Exhibit A.
6

7 Moreover, the Planning Commission scheduled a hearing on September 24, 1991 which
8 continued the matter to a new hearing date. See Exhibit A. At the hearing which followed on
9 October 29, 1991, Applicant “*withdrew* their application to construct a fence to enclose the
10 driving range, which appears prompted by a substantial and vocal opposition from golf course
11 neighbors before the scheduled permit hearing. See Exhibit B. The conditional use permit,
12 sought by Applicant in 1991, was never granted by the city.
13
14

15 This is not the only error in the Applicants brief as it misapplies case law upon numerous
16 occasions in an attempt to support its arguments.
17

18 Other errors and misfires can be found in Applicants brief in support of its claims which
19 will be exposed here. When applying the appropriate law to the real facts in this matter, it may
20 be seen that there is no viable path for Applicant to receive a variance to increase the height
21 limitations for a fence around its driving range.
22
23
24
25
26
27

II. Argument

A. The Variance is not necessary to make reasonable use of the property and is not because of special circumstances relating to the size, shape, topography or other factors that substantially constrain development.

Applicant cites Buechel v. State Department of Ecology for support of its declaration that what amounts to a reasonable use “depends upon what was a reasonable expectation for the use of the property in 1952...” App Brief at 7. This sentence fragment in Buechel was lifted out of its context then and clearly misapplied.

Buechel actually states:

“To some extent the reasonable use of property depends on the expectations of the landowner at the time of purchase of the property. If existing land regulations limit the permissible uses of the property at the time of acquisition, a purchaser usually cannot reasonably expect to use the land for prohibited purposes.” Buechel v. Department of Ecology 125 Wn.2d 196, 209 (1994)

A simple reading of Buechel in its entirety – or even the entire paragraph referred to by Applicant, reveals that the Court intended to ensure that a landowner could not claim that a use is a reasonable use when they knew or should have known that such a use was prohibited at the time of purchase. The Buechel holding was never intended and cannot be used to circumvent a municipality’s authority to zone a property or implement various dimensional requirements that necessarily follow from such zoning. Accordingly, that the property here was purchased by Applicant in 1952 should have no impact on what is considered a reasonable use for the zone.

Nevertheless, here, the question is not whether or not the Club can continue to operate a golf course – of course it can as its allowed under the City code – but rather whether the variance is required to make reasonable use of the property as a golf course. The Applicant is

1 ***not entitled*** to erect fencing that is more than twice the height limit allowed in the zone simply
2 because it purchased the property prior to Medina’s incorporation.¹ Even if the use was
3 nonconforming with the current code, it would still be subject to reasonable zoning restrictions
4 which do not require immediate cessation of its use.²

6 There are no factors, whether in the Code’s definition or otherwise which show that
7 factors related to the land itself substantially constrain development. The course has operated in
8 its current form for the last 72 years and already more than fits Medina’s requirements for
9 operating a golf course – it has a minimum of “nine holes for playing golf, including improved
10 tees, greens, fairways, hazards, and a driving range”³ It also is more than the required 130
11 contiguous acres.

14 There is no definition of “driving range” under the Medina Municipal Code. There are no
15 minimum lengths or widths of a driving range and there is no minimum requirements of what
16 clubs must be hit at a driving range. Merriam-Webster defines “Driving Range” as “*an area*
17 *equipped with distance markers, clubs, balls, and tees for practicing golf shots.*”⁴ The Course
18 had a driving range and can continue to have a driving range “undersized” or not.

24 ¹ It is also noteworthy that nearly all of unincorporated King County’s zoning designations had maximum height
25 limits of 35ft at the time of the Golf Course was created.

26 ² See *Rhod-A-Zalea & 35th, Inc. v. Snohomish County*, 136 Wn.2d 1,12 (1998) citing *Mt. Bethel Humus Co. v.*
27 *Department of Env’tl. Protection & Energy*, 273 N.J.Super. 421, 642 A.2d 415 (1994).

28 ³ See MMC 16.12.080

⁴ “Driving range.” *Merriam-Webster.com Dictionary*, Merriam-Webster, <https://www.merriam-webster.com/dictionary/driving%20range>. Accessed 9 May. 2025.

1 It is true that Applicant's property has some critical areas upon it, they are not so
2 burdensome as to substantially constrain development as evidenced by the 6600 yd "premier"
3 golf course, driving range, 6-lane swimming pool, tennis and pickleball courts and a clubhouse
4 currently on the property.⁵ It can clearly still fit "nine holes for playing golf, including improved
5 tees, greens, fairways, hazards, and a driving range" even with any critical areas present on the
6 site.
7

8
9 **B. The Variance is not necessary to relieve a material hardship such that the**
10 **material hardship relates to the land itself and not problems personal to the**
11 **applicant.**

12 The Applicant conflates "continued development" with a hardship related to the land
13 itself and not problems personal to the applicant. The Code defines hardship in the negative
14 stating "*It shall not be deemed a hardship if the applicant can develop the property for its*
15 *allowed use under the zone without the granting of a variance.*"⁶ Here, there is no requirement
16 for *continued* development.
17

18 The Course is developed for its allowed use under the zone. It operates an 18-hole golf
19 course with a driving range. Even if we assume a golf course as defined by the City includes "at
20 least 9 holes for playing golf, including improved trees, greens, fairways, hazards and a driving
21 range" and that is required to operate a golf course in Medina, there are no limitations on the
22 minimum size of that Driving Range and there are no requirements that such a course must
23
24

25
26 ⁵ See Applicant's Website at: <https://overlake.club/web/pages/amenities>

27 ⁶ MMC 16.72.030(G).

1 “continue” development. The Applicant has further made no claim there is not enough land
2 present on the property to build a full-size range if it desired to do so.

3
4 In the Yang Variance matter, Medina’s Hearing Examiner determined that material
5 hardship was interpreted to mean that **the applicant would be unable to make any feasible use**
6 **of or reasonable return from the property** in determining that constructing a home office in a
7 setback did not justify the grant of a variance. Although utilizing a portion of the home’s existing
8 3,446 square feet as an office may present difficulties, it did not constitute a material hardship.
9 See Yang Variance, No. P-21-089 (2022). That is a largely consistent definition to Medina’s
10 Code definition of hardship.
11

12 In Theory, Applicant could remove the first and second holes on the golf course and add
13 more range area, just as Yang would likely have to remove walls or bedrooms to create more
14 office space. Those holes (which are potentially impacted by errant balls) - could create
15 difficulty but wouldn't amount to undue hardship under the code because even if the Applicant
16 only had 16 holes, it would still meet Medina’s definitional requirements for a “Golf Course.”
17 The fact that it might be in violation of their lease in the *Clapp Agreement* is a problem which is
18 personal to the applicant and not a problem with the land and not a question of whether they
19 continue to have reasonable use of the property as a golf course.
20
21

22 Accordingly, no serious question can be raised that Applicant does not have the
23 reasonable use of the property as a golf course. With no material hardship, as defined in the code,
24 Applicant cannot satisfy this variance criteria because the property *can* and has been developed
25
26
27

1 for an allowed use - there is ample space for a 9-hole golf course with a driving range despite the
2 minimal critical areas on the property.

3
4 **C. Granting of the Variance will be materially Detrimental to public welfare or**
5 **injurious to the property or improvements in the vicinity and zone in which the**
6 **subject property is situated.**

7 Applicant posits that the fourth element of the variance criteria is “*to ensure that the*
8 *ordinance passes constitutional muster.*” It argues that a height variance to permit the erection
9 of the range net will mitigate “*the risk of escaping golf balls and resulting physical injury or*
10 *property damage...*” and it is therefore, “*...a valid exercise of policing powers and Is not*
11 *detrimental to the public welfare or injurious to the property or improvements within the vicinity*
12 *of the range.*” App Brief at 9-10.

13
14 This argument is inapposite and a further misdirection. This criterion has nothing to do
15 with constitutionality of allowing variances or exercise of police powers. Rather, there is already
16 some presumption that a variance will benefit the landowner but the criteria creates a balancing
17 test in which that variance will not be granted if it is materially harmful or detrimental to public
18 welfare or property or improvements in the zone. Materially detrimental is the chosen test for the
19 City of Medina.

20
21 Applicant argues that any injuries are limited to inchoate harms such as damage to some
22 property owners’ views and the residential feel of the community and that “*it is difficult to*
23 *conclude that these alleged harms amount to actual injuries.*” App brief at 10.

Neighbors to the golf course, likely do not have “view rights” as they might be memorialized in an easement, however, they do have injuries that are cognizable and rights that are protected. The Court in McColl v. Anderson, put it clearly:

“Generally, there is no property right to a view across a neighbor's property. *Collinson v. John L. Scott, Inc.*, 55 Wn.App. 481, 485, 778 P.2d 534 (1989). However, a zoning ordinance can create a property right. *Asche [v. Bloomquist]*, 132 Wn.App. 784] at 797-98; see also *Veradale Valley Citizens' Planning Comm. v. Bd. of County Comm'rs of Spokane County*, 22 Wn.App. 229, 232, 588 P.2d 750 (1978). "A property right is protected by the United States Constitution when an individual has a reasonable expectation of entitlement deriving from existing rules that stem from an independent source such as state law." *Asche*, 132 Wn.App. at 797. In *Asche*, a specific zoning ordinance existed to regulate building height and building over the specific height would be approved only if it did not impact neighboring views. *Asche*, 132 Wn.App. at 798. This zoning ordinance created a property right. *Asche*, 132 Wn.App. at 798 (From *McColl v. Anderson*, 46728-3-II, (Wash. Ct. App. Nov. 17, 2015).

Huckleberry Trust v. City of Medina also echoes this analysis when it determined that a children’s playhouse which was in close proximity to a neighbor’s boundary line should be denied a variance when it found that “*that the noise and view impact would be detrimental to the public welfare or injurious to properties in the near vicinity.*”⁷

These cases are distinguishable from the Pierce v. Ne Lake Washington Sewer & Water District case cited by the Applicant in which a water tank was constructed which complied with all zoning standards but impeded grand views from the Pierces’ home. Appellants Brief at 10. The Court concluded that the Tank was fully cognizable when the Pierce’s purchased their property and so there was no injury.⁸

⁷ Unpublished Opinion, *Huckleberry Trust v. City of Medina*, no. 55937-1-I, Court of Appeals of Washington, Division one, 134 Wash. App. 1007 (July, 24 2006).

⁸ *Pierce v. Ne Washington Sewer & Water Dist.*, 123 Wn.2d 550, 870 P.2d 305 (1994).

1 Here, the neighbors presumably understood that the maximum building height was 25ft
2 throughout the golf course and their right to all views above that 25ft would be protected. This
3 protected view is of significant value to those who live in the vicinity. As Appraiser Bob
4 Chamberlin makes clear in his report that there is significant loss in property values due to the
5 proposed project. Given the relatively short period given for this response, Mr. Chamberlin's
6 report is not available at this writing but will be submitted into evidence at or before the time of
7 the variance hearing and Mr. Chamberlin will also be available for testimony upon request.
8

9
10
11 **D. The Applicant cannot show undue hardship if it implements the proposed**
12 **Alternative Development Concepts**

13 Applicant dismisses three different alternative development concepts with little more than
14 idioms and far-fetched hypotheticals.

15
16 First, Applicant claims that replacement of the driving range with an alternative facility
17 would require a "site-specific exemption to the definition of a golf course use in the City of
18 Medina." However, "driving range" is without definition in the City of Medina. If the range is in
19 fact a driving range or even a "virtual driving range" it wouldn't require a use variance or a "site-
20 specific exception to the definition of golf course" as evidenced by the fact that they already
21 maintain a facility which has a simulator/virtual range. The Club explains on its website that "we
22 *offer a driving range featuring heated hitting bays and a state-of-the-art learning center which*
23

1 includes virtual golf and the ability to take a lesson using trackman technology, hitting into the
2 screen or out onto the range.”⁹ This is simply another misdirection.

3
4 Second, Applicant believes that an “irons only” proposal “*cannot practicably be enforced*
5 *or would constitute such a severe restriction on the use of the range so as to defeat the purpose*
6 *of having such a facility.*” App Brief at Pg. 13. However, the Applicant’s expert makes a similar
7 recommendation when using the forward half of the grass tee area stating “*I recommend that*
8 *when using the forward half of the grass tee area, Drivers and 3 Woods should not be used.*” See
9 City Exh 12¹⁰ The Applicant’s expert explains that “[f]or the Overlake Driving Range, there are
10 multiple hitting areas from grass tees, thus the distance to the end of the Range will vary from
11 day to day.” The Applicant would necessarily have to find some way of enforcing a “no drivers
12 and no 3-woods policy for the forward half of the grass tee area anyways to comply with the
13 expert’s recommendation. In the end, Applicant is a private, members-only club and enforcement
14 of its rules, to keep its members and guests reasonably safe - like not using drivers on the range –
15 can and should be easily enforced. This is another red herring to be ignored.
16
17

18
19 Finally, the Applicant explains that its expert will testify that flight restricted balls that
20 market themselves as 80% or less are “dubious at best.” While we can’t anticipate the expert’s
21 testimony fully, we expect that he won’t be able to testify that he has conducted testing on *all*
22 sub 80% flight restricted balls. Pointfive Golf Ball Company offers a 60% distance range ball
23

24
25
26 ⁹ See <https://overlake.club/web/pages/amenities>

27 ¹⁰ The Applicant’s Expert does not amend this recommendation in his Addendum (City Exhibit 12 and 13).

1 which meets US Golf Standards and is regularly used on “shorter ranges”. Exhibit C. There are
2 also a significant number of manufacturers that offer a ball with a reduction of somewhere
3 between 20-30% including Wilson, Callaway and Srixon. Without significant studies to the
4 contrary, the Examiner should give significant weight to those marketed values.
5

6 The Applicant additionally continues to fail to address the “undue hardship” component
7 of this criterion. The code defines hardship in stating that it shall not be deemed a hardship if the
8 applicant can develop the property for its allowed use in the zone. Here, the applicant already has
9 developed its property for its allowed use and there are various options including 1) continuing
10 to use the current driving range as there is no minimum size requirement for a driving range, 2)
11 creating an alternative layout to accommodate a fuller range; 3) removing holes to accommodate
12 a larger range; 4) using of one of these alternative development concepts. This creates many
13 alternatives to this variance and “undue hardship” is unrelated to the height restriction.
14
15

16
17 **E. Need for a variance is due to deliberate actions and therefore fails to meet the**
18 **Variance Criteria.**

19 The Applicant created its golf course through deliberate action.

20 *“Our first order of business was to secure proposals from golf course architects as to*
21 *layout of the golf course. We had five plans presented and after reviewing them we*
22 *decided that Mr. Vernon A. Macan of Victoria had by far the best layout. We asked the*
23 *leading pros and leading amateurs to look the ground over and also the plans. They did*
24 *this and without exception felt that Mr. Macan’s layout, taking everything into*
25
26
27

1 *consideration, was the best. It would give us a very fine golf course of championship*
2 *caliber.”¹¹*

3 A map/drawing of the course also appears as part of the Overlake Divoteer from 6/27/53
4 which outlines the practice area as it sits today. Id at 60-61.

5 This course design and build in this particular setup was deliberate - in fact, it was
6 carefully considered in conjunction with numerous other designs. The decision was not an
7 accident, not a mistake and was also not made by a “third party” but by the same entity making
8 today’s application
9

10 The Applicant again misdirects the Examiner by stating without support that “[*this*
11 *variance criteria*] *does not appear designed ... to punish past decisions, made accidentally,*
12 *particularly for decisions made by a third party ...*” App. Brief at 16. The “deliberate action”
13 criterion was specifically created for these types of instances. It derives directly from Lewis v.
14 Medina, where the Lewis’ mother accidentally¹² sold an undeveloped second parcel along with the
15 parcel that her house was on while keeping a substandard lot to later develop. *Id.*
16
17

18 Twenty-five years later when her sons attempted to develop the remaining lot they were
19 denied, because the lot was too small for development. A mistake made by their mother more
20 than 25 years earlier stopped them from being able to develop their parcel for a single-family
21
22
23

24
25 ¹¹ Overlake; The Land, The Club, The People at 46. Published by Overlake Golf and Country Club, 1979. Excerpts
provided as Exhibit D.

26 ¹² Lewis v. Medina 548 P.2d 1093, 87 Wn.2d 19. The facts show that an architect created a design plan at or near
27 the time of sale which showed the newly designed residence almost entirely on the undeveloped portion of the
sold lot.

1 home. To phrase it how the Applicant did, “that past decision, made accidentally ... made by a
2 third-party” rendered the parcel unbuildable.

3
4 The situation here is only different in that the design of the golf course was no accident
5 and clearly deliberate and by the same party. It may be a mistake of poor planning or lack of
6 foresight, but the extant problem was self-created by the Applicant, and as such cannot support
7 an application for a variance.

8
9 **F. Minimum to provide reasonable use of the property¹³**

10 While the current predicament may create some difficulty for the Applicant to enact its
11 vision, no Variance is required to make reasonable use of the property.

12
13 The Applicant’s brief is littered with these red herrings largely as it relates to a
14 reasonable use of the property. However, the Applicant has reasonable use of its property today.
15 If it is not granted a variance, Overlake Golf and Country Club will not cease to exist, the
16 property will not be devoid of all economic value and the show will go on just as it has for the
17 last 70+ years. A reasonable use is not necessarily the “highest and best use” or even a preferred
18 use, it is simply one that allows for some feasible use or reasonable return from the property.
19 (See Yang Variance). Without a reasonable use, the city may allow a variance so long as it is the
20 minimum necessary to create that reasonable use.
21

22
23
24
25
26 ¹³ On the City of Medina’s Website, MMC 16.72.030(f)(8) currently contains a clerical error. It states “*The*
27 *variance granted is the minimum necessary to provide reasonable relief use of the property -*” however,
Ordinance No. 1033 clearly removes the term “relief” from this provision. It states “58. The variance granted is
the minimum necessary to provide reasonable ~~relief~~ use of the property.”

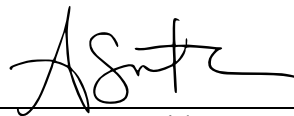
1 The club has the capacity to continue to derive a reasonable use of the property even if
2 the variance is not issued. The Applicant has all but proven this with its provision of a golf
3 expert's report from December of 2022 and the attempted conditional use application in 1991.
4 The Course and Club has continued to operate without this 50ft netting for at least the last two
5 years, but also the last 34 years without changes to the course or its range while still making
6 viable use of its property - presumably still at its maximum capacity of its membership.
7

8 9 10 **III. Conclusion**

11 Applicant still clearly fails to meet its burden necessary to receive a variance from the
12 City of Medina. It fails to meet at least 7 of the 8 criteria necessary. The allowance of such a
13 structure would cause significant harm to the neighbors of the course infringing on long held
14 expectations not only created by zoning ordinances but also by the City's Comprehensive
15 Plan. The contortions which the Applicant uses in its brief to support its application are only
16 further evidence that this project does not fit the applicable standards that the City of Medina
17 has for issuing variances.
18
19

20 Dated this 13th day of May, 2025

21 Respectfully Submitted,

22
23 

24 Aaron M. Smith
25 Attorney for Neighbors and Party of Record
26 Law Office of Aaron M. Smith
27 999 3rd Avenue, Suite 700
Seattle, Washington 98104

Exhibit A

MEDINA PLANNING COMMISSION

MINUTES

September 24, 1991

The meeting of the City of Medina Planning Commission was called to order at 7:00 PM by Chairperson Taylor. The meeting was tape recorded.

Members Present: Duzan, LaBelle, Saad,
Krengel, Vice Chairperson Wilson
and Chairperson Taylor

Members Absent: Potts

Staff Present: Secretary Batchelor and Planning Consultant
Burke

LaBelle moved to approve the minutes of the July 30, 1991 and September 3, 1991 meetings as submitted, Duzan seconded the motion and they were approved unanimously.

HEARINGS

Conditional Use No. 144 - Overlake Golf and Country Club - 8000 NE 16th St. - To allow construction of a 50 ft. high fence to enclose the driving range.

Dewey Taylor stated that it had been requested by the Overlake Golf and Country Club that the hearing of this case be continued until the next meeting.

Discussion on continuing the meeting.

It was decided to take public testimony from the audience for the record.

Sam Biddle, 1636 77th NE, submitted a list of signatures from residents in opposition of the approval of the conditional use request.

The following residents gave testimony of their opposition of Conditional Use No. 144:

Grahm Ross - 7851 NE 21st
Ferol Betz - 1632 77th Ave. NE
John Dern-Palmer - 1600 77th Ave. NE
Ron Tate - 1824 77th Ave. NE
Al Clise - 7861 NE 21st
Paul Ross - 1686 77th Ave. NE

Krengel moved to deny the request to table the hearing of Conditional Use No. 144, Wilson seconded the motion.

Discussion on the motion. Planning Consultant Burke stated that in an act of fairness the Commission typically hears both sides of a conditional use request. Since the applicants were not present to give testimony then he would recommend that the hearing of this case be tabled until the next meeting. Krengel withdrew her motion.

Richard Wilson went over the criteria for granting a conditional use and there was considerable discussion on the process of notifying adjacent neighbors of the hearing date.

Saad moved to continue the public hearing of Conditional Use No. 144, with the condition that a mailing go out to all the residents within 300 ft. of Overlake Golf & Country Club and to the parties who have been entered into the record notifying them of the hearing date and time; and if any new revisions or additions are made to the application that they are received by city staff in a timely manner. LaBelle seconded the motion, Duzan and Wilson voted "aye", Krengel voted "naye" and the motion was approved.

Substantial Development No. 91-5 - Michiels - 3210 78th Pl. NE - To allow construction of a new 48 ft. pier with boatlift that would create a 18 ft. wide boat slip into an existing bulkhead.

Paul Wilcox and Steve Zuvela, of Waterfront Construction, were both present to represent the applicant and to give a review of the proposal for the construction of a 48 ft. pier with a boatlift.

Planning Consultant Burke stated the proposal is an improvement over the existing pier and by moving the new pier north there will be 28 ft. separating the applicant's pier from the pier to the south instead of the existing 11 ft. separation. The proposed pier also would have less surface area than the existing pier. His recommendation was for approval conditional upon if there is any dredging to create the boatslip, then dredging spoils must be disposed of at an approved site and any dredging activity must use mitigation measures per State standards.

Discussion on the proposal.

Saad noted that the applicants had done a good job in their application submittal. He moved to approve Substantial Development No. 91-5 conditioned upon if there is any dredging to create the boatslip, then dredging spoils must be disposed of at an approved site and any dredging activity must use mitigation measures per State standards. Wilson seconded the motion and it was approved unanimously.

**Substantial Development No. 91-8 - Anderson/Arakawa - 1611
Evergreen Point Rd. - To allow construction of a 130 ft. long
elevated tram.**

Brian Brand, of Baylis Brand Architects, was present to outline the substantial development request. He discussed the submitted site plan and stated that the tram that was decided upon would be most conducive to the slope of the hillside. The tram would have an enclosed tram landing at the top and an enclosed landing with deck at the base to access the lower property.

Roger Anderson, of Gall, Landau and Young, stated that he was the representative of the Arakawas. He gave a background on the history of the site and the slide that had occurred there last November 1990. He stated that the Arakawas had purchased the Lile property and subsequently they have restructured the hillside and he outlined the bank stabilization process.

Jim McGraw, 1465 Evergreen Point Rd., and Dale Dier, 1605 73rd Ave. NE, adjacent neighbors were present to state that they are in favor of the tram proposal and are pleased with the design.

Planning Consultant Burke stated that the Shoreline Management Master Program allows the installation of trams in high bank areas of Medina. His recommendation was for approval; subject to meeting provisions of all other permits regarding bank stabilization and installation of the landscaping.

Saad stated that the proposal has been very well thought out. He moved to approve Substantial Development No. 91-8; subject to meeting provisions of all other permits regarding bank stabilization and installation of the landscaping. Krengel seconded the motion and it was approved unanimously.


DISCUSSION

1. Allison Moss, of Bogle & Gates Attorneys, was present to discuss her submitted letter and to state that the present required 70 ft. setback from the shoreline is too restrictive for this high bank area which does not allow adequate room for a proposed home on the site. She stated that the adjacent neighbors that are also affected by this setback are Dr. Rudolph, Mr. Pigott, Dr. McGraw and Dr. Dier. She requested that the Planning Commission review the setback for this high bank area and look into changing the setback to 30 ft.

Discussion on the strictness of the required setback from the shoreline in this high bank area.

2. Discussion on additional issues for consideration that have surfaced in recent conditional use, variance and shoreline cases such as: 1) A definition of a single family house. 2) Regulations applicable to structures on a recreation lot serving a number of parcels. 3) Numerous shoreline regulations.

The meeting was adjourned at 9:40 PM.



Lynn Batchelor, Secretary to the
Planning Commission

Exhibit B

MEDINA PLANNING COMMISSION

MINUTES

October 29, 1991

The meeting of the City of Medina Planning Commission was called to order at 7:00 PM by Chairperson Taylor. The meeting was tape recorded.

Members Present: LaBelle, Saad, Krengel, Wilson
and Chairperson Taylor

Members Absent: Potts and Duzan

Staff Present: Secretary Batchelor and Planning Consultant
Burke

Wilson moved to approve the minutes of the September 24, 1991 meeting as submitted, Krengel seconded the motion and they were approved unanimously.

HEARINGS

Conditional Use No. 144 - Overlake Golf and Country Club - 8000 NE 16th St. - To allow construction of a 50 ft. high fence to enclose the driving range.

Dewey Taylor stated that the Overlake Golf and Country Club had withdrawn their application request to construct a fence to enclose the driving range.

DISCUSSION

1. Discussion on modifying the official land use and zoning map to extend the 30 ft. shoreline setback area. The affected properties are in the R-30 Zoning District West of Evergreen Point Rd. and just south of 16th St. It was decided to hold a public hearing at the next Planning Commission meeting on November 26, 1991 to consider a nonproject action to modify the official land use map.

2. Review of the current Medina Zoning Code. A number of items in the Zoning Code that need to be updated to reflect the changes in the Comprehensive Plan and Shoreline Management Master Program were discussed. Also discussed were some sections of the code that need to be clarified or made explicit so that there will not be issues raised concerning code interpretation.

The meeting was adjourned at 9:30 PM.

Lynn Batchelor
Lynn Batchelor, Secretary to the
Planning Commission

Exhibit C

NEW HYBRI-FLYTE TECHNOLOGY!

- COMPACT 60% HYBRI-FLYTE DISTANCE
- ALLOWS ALL-CLUB-USE INSTEAD OF JUST IRONS
- DISTANCE-TO-WEIGHT DESIGN/SUPERIOR FLIGHT & FEEL
- ADDRESSES SAFETY & DAMAGE ISSUES
- REDUCES NEED FOR COSTLY CONTAINMENT SYSTEMS
- MORE FORGIVING & LESS FRUSTRATING TO HIT
- SHORTENS THE GOLF LEARNING CURVE
- AVAILABLE IN WHITE OR YELLOW, DURABLE, BALL FLOATS
- MADE IN USA, MEETS US GOLF STANDARDS

Pointfive Golf Company, LLC

www.Pointfivegolf.com -- Pointfive@cinci.rr.com
Ph: 513-248-0356

New Pointfive Mid-Distance Hybrid Golf Ball

Full-Club Performance on Shorter Courses & Ranges

- Superior *Distance-to-Weight Flight & Feel
- 60% Flight Matches Shorter Course Length
- Plays in 1/2 the Time with Less Difficulty
- Changes Short Course into Full-Sized
- Improves Overall Course Par, Play & Design
- Makes Golf Quick, Affordable & Enjoyable
- More Forgiving & Less Frustrating to Hit
- Addresses Safety Issues & Ball Floats
- Perfect for Limited Distance Ranges
- For Golfers of All Levels & Ages
- Meets US Golf Standards,
- Available in White & Yellow
- Eco-Conforming, Made in USA

Pointfive Golf Company, LLC

www.Pointfivegolf.com - Pointfive@cinci.rr.com
Ph: 513-248-0356

NEW HYBRI-FLYTE TECHNOLOGY

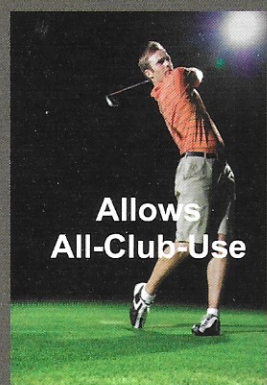


Pointfive Club & Distance Averages

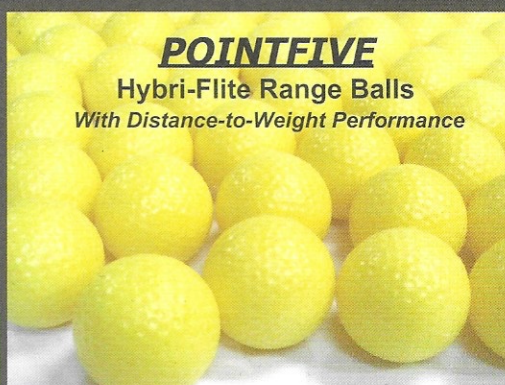
(60% *Club Selection Averages)

Drive - 125 yds & Up	5, 6, 7 Iron - 90 - 120 yds
3, 4, 5 Wood - 120 - 150 yds	8, 9 Iron - 70 - 90 yds
2, 3, 4 Irons - 120 - 145 yds	Wedge - 70 yds & In

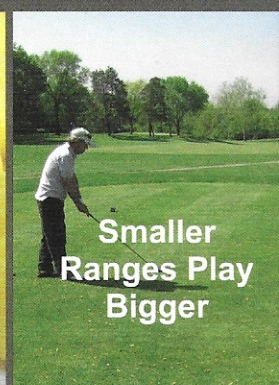
*Club selection may be adjusted for golfer ability



**Allows
All-Club-Use**



POINTFIVE
Hybri-Flite Range Balls
With Distance-to-Weight Performance



**Smaller
Ranges Play
Bigger**

Pointfive Hybri-Flite Range Balls

HYBRI-DISTANCE RANGE BALLS FOR SMALLER PRACTICE RANGES

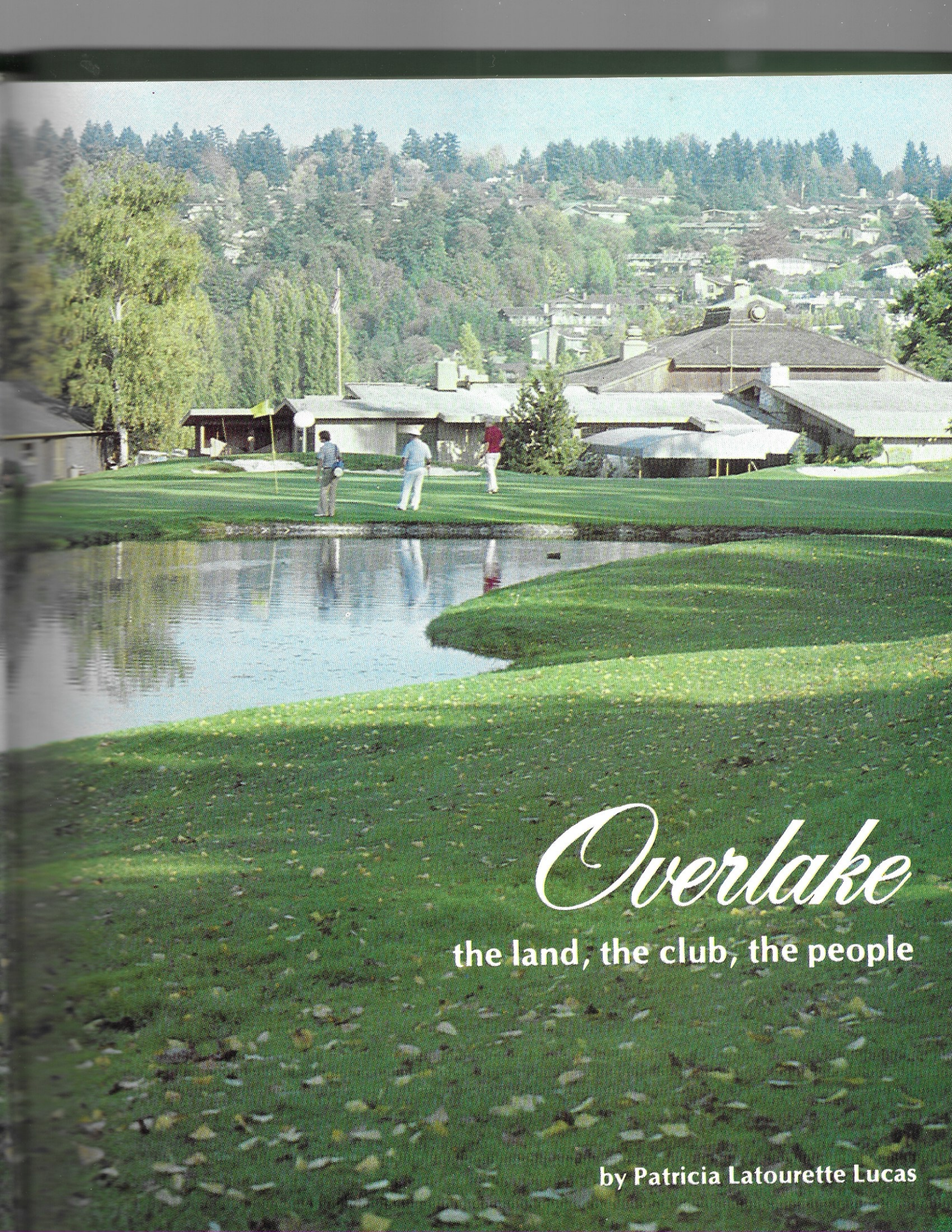
Full All-Club-Use on Shorter Ranges - Solves Damage, Safety, Netting Issues
Durable Long Lasting Construction - Compact 60% EZ-Play Performance
Available in White or Yellow - Meets US Golf Standards, Made in USA

Pointfive Golf Company, LLC, NA

www.Pointfivegolf.com --- Pointfive@cinci.rr.com

Exhibit D

Overlake



Overlake

the land, the club, the people

by Patricia Latourette Lucas

Copyright © 1979 by Patricia Latourette Lucas

All rights reserved. No part of this book may be reproduced or transmitted in any form or by any means without permission in writing from the publisher.

Published in the United States of America by the Overlake Golf and Country Club, 1979

Typesetting by Compu-Type, Seattle, Washington

Book design by Douglas Murray

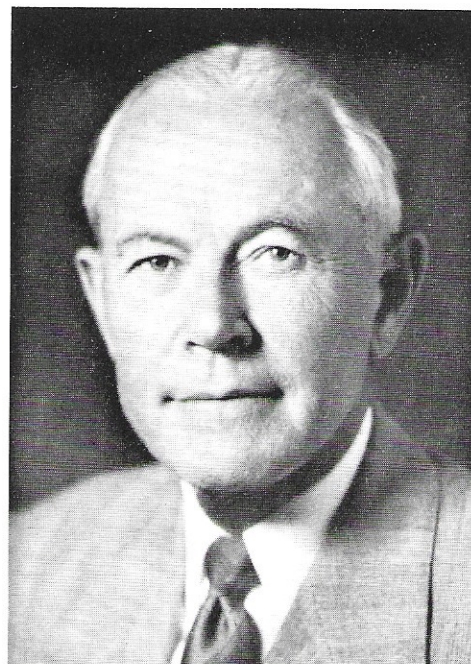
Talent Show section by Jane Temple

Contents

Acknowledgments.....	7
Setting the Scene 1855 - 1899	9
DeLoss K. "Deke" MacDonald Comes to the Eastside	13
Good Times in the Superb Suburb	18
The Reflector	21
The Thompsons and Other Old-Timers	24
The Overlake Birdie	31
Here Comes Hilda	33
The Scramble and the Demise	37
Pinochle, Palominos and Poplars	39
Norton Clapp and Two Bottles of Scotch	42
Stan Stretton	45
Vignettes and Other Versions	50
No Fumbles with Fetterman	53
Gordy	56
Overlake in Full Swing	59
The Fauna and Flora (Dora)	69
The Freeze of Fifty-Five	75
Frivolous Fifty-Six	79
Friendly Feuds and Foibles 1957	82
Marshall and the Monsignor 1958	88
Breaking Ground 1959	92
The New Clubhouse and Big Max 1960	94
Chuck's in Charge	101
Kids of All Ages 1962	107
Bang-Up Year 1963	112
Short but Sweet 1964	116
All Types of Talent 1965	119
This is the Short and the Long of it 1966	126

Melting Pot 1968	134
Good Relations 1969	136
Hot Time Tonight 1970	139
Fire 1971	143
In Limbo in the Trailers 1972	150
Roman in the Gloamin' 1973	157
Joggers and Streakers 1974	159
Love's Labor Lost 1975	163
Bicentennial 1976	167
Finale 1977-78	170
Historical Holes and Freak Shots	176
Talent Shows	178
Annual Tournament Winners	201
Roster	204

Stan Stretton



Stan Stretton

Stan Stretton, who served as president of the new Overlake Golf and Country Club all through its three formative years, had real misgivings about presenting a history of the club which would include the story of the old Overlake Golf Club.

"Legally and logistically," he says, "we are an entity. The old golf club and the new club had no connection with each other. That should be made very clear."

Part of his concern was based on his recollection of a conversation with men who held bonds from the old club and hoped to redeem them through the new club.

Stan's meticulous memory, as well as his thorough records, exemplify the executive ability of the man. Reconstructing the opening years of our present-day Overlake would have been impossible without him. Here is Stan Stretton's story of the start of Overlake dictated for Mickey Telfer a few years back:

"It is partially true that most of the organization of the club took place at Deke MacDonald's house by a group of men. Perhaps I should give you some additional information so that you will have the complete story.

"Shortly after Mr. Norton Clapp purchased the property, a portion of which is now utilized by the club, a luncheon was held at the Rainier Club. In attendance were Mr. Clapp, Miller Freeman, Sr., D.K. MacDonald and myself. The purpose was to discuss the possibility of building a golf course on the property Mr. Clapp had purchased.

"After some discussion, it was decided that we would need \$100,000 in order to put a club together because the fences were in and we felt that we could use the drain tiling and also most of the water lines. It didn't turn out that way, however, because most of the drainage was silted up and the pipelines were either corroded, rusted through, or electrolysis had taken over. Anyhow, we decided we could go ahead with \$100,000.

"Mr. Clapp then stated that he would lease sufficient property, we figured 145 acres, at \$7000 a year plus taxes. He would also loan us \$50,000 with no interest. Miller Freeman, Sr. stated that he would loan us \$25,000 with no interest, providing that those of us who were actually interested in building the course would put up \$25,000, making the total \$100,000.

"It was decided that D.K. MacDonald would be finance chairman, and that I would be the one to put the whole project together, assisted by Al Link who was Mr. Clapp's number one man.

"A short time after the luncheon, Mr. MacDonald invited us to bring interested people to join him for cocktails at his home on Hunts Point. There was a good turnout, and the main discussion was whether we should set the initiation fee at \$300 or \$500. We decided on \$500.

"As an incentive, we decided to call the first sixty members Charter Members. The reason we had to have sixty members was because, as you know, there was a 20% federal tax on initiation fees. Within a very short period of time we were able to secure sixty-one Charter Members. They paid cash for their initiation fee, and we then had our \$100,000.

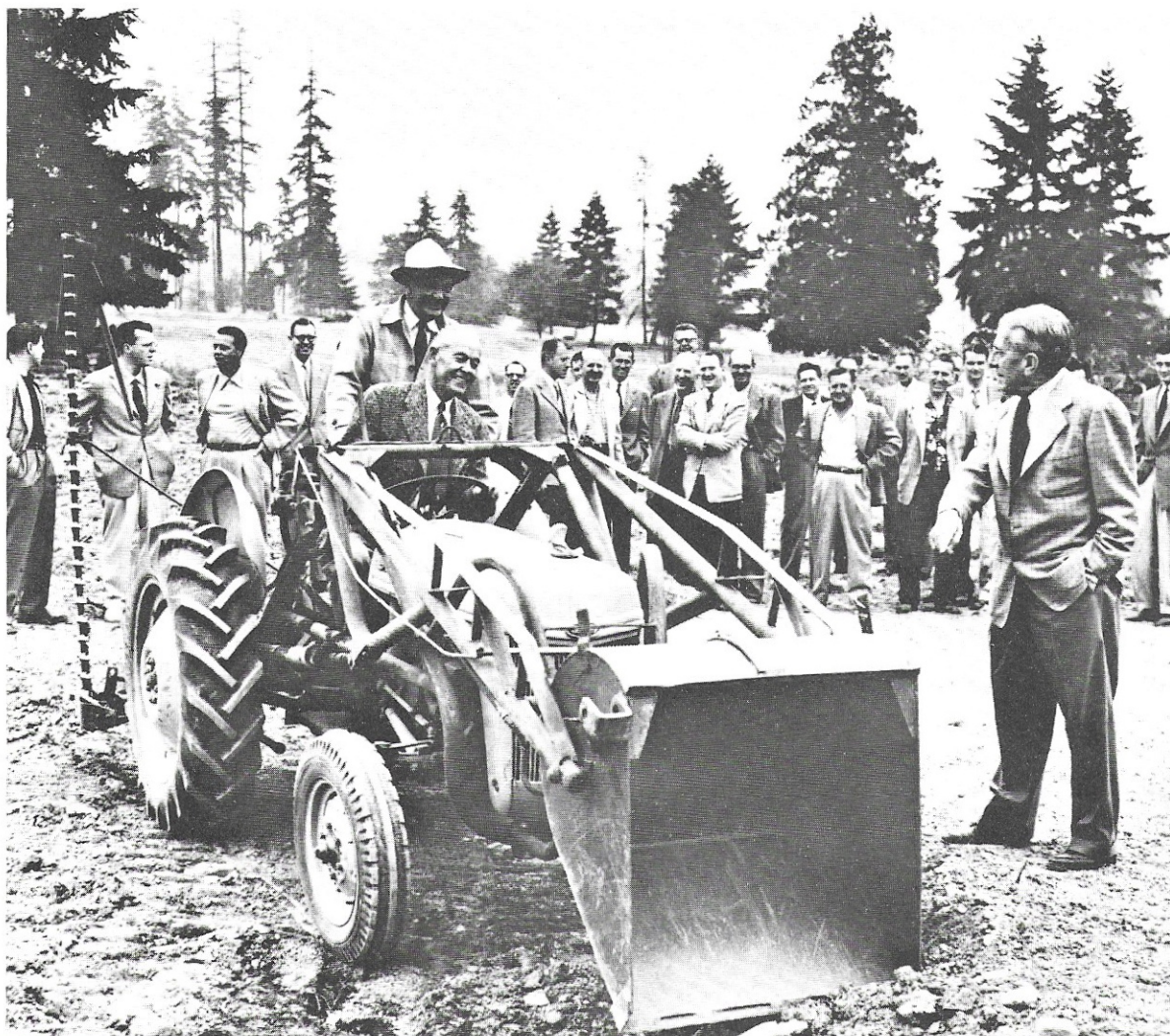
"Articles of Incorporation were filed in November, 1951. The officers were S. E. Stretton, president; Dr. Thomas Geraghty, vice president; Charles C. Parker, vice president; Miller Freeman, Jr., treasurer; Paul Fetterman, secretary.

"Directors were Paul Shoudy, Dr. Paul Lund, Mel Norquist, Al Link, Virgil Gustison, W. G. Clark, D. K. MacDonald, Graham Smith, and Norton Clapp.

"Our first order of business was to secure proposals from golf course architects as to layout of the golf course. We had five plans presented, and after reviewing them we decided that Mr. Vernon A. Macan of Victoria had by far the best layout. We asked the leading pros and leading amateurs to look the ground over and also the plans. They did this and without exception felt that Mr. Macan's layout, taking everything into consideration, was the best. It would give us a very fine golf course of championship caliber.

"We notified Mr. Macan and agreed on a \$3000 architectural fee. In those days, it was difficult for a Canadian to leave Canada with any amount of money, so a number of us saw to it that he had a place to sleep and proper meals while he was down supervising the construction. He was very meticulous and spent a lot of time on each hole before construction.

Stan Stretton and Deke MacDonald man the tractor in this photo by the Seattle Times.





"The first green constructed was #7 and the last green was #1, as it was necessary to use the old race track area which was between #1 and #2 for construction equipment.

"Our engineer was a chap by the name of George Riddell. He had retired as chief engineer in this area for the Standard Oil Company of California. In those days, a man could make only \$50 a month after his retirement or stand to lose his social security. So we hired George as our engineer at \$50 a month, and he did excellent work.

"We were unable to purchase galvanized pipe at that time, so we utilized plastic pipe and it has served our purpose through the years. The connections often times gave us trouble, but it has worked out pretty well.

"The course was designed so that there are only two holes where a sliced drive will go out of bounds.

"You can play three, seven, five, nine, or twelve holes and be back at the clubhouse.

"The clubhouse is located in the exact position that Mr. Macan advised. We used the Clapp's garage for our pro shop, adding three sheds which were moved from other locations on the property. For several years, we used the cottage as our clubhouse, and another little house nearby for an office and women's quarters.

"The little house was later torn down, and the well next to it filled. But I hope that the cottage will always remain there because it brings back many memories.



Upper left shows #1 green; upper right is #5 looking north; lower left is #6 looking south; and lower right is #10 tee looking north.

"Just after we started construction on the golf course, the well that had been used to water the entire property sanded up. It became necessary to pipe water in from Lake Washington.

"We struggled along with our construction, and at the same time we tried to secure members. It wasn't too easy, and if it hadn't been for Mel Norquist, in particular, I doubt we could have made it. I don't know the exact number of members he secured for the club, but he did a great job and their initiation fees kept us underway.

"However, we did owe money to practically everybody we did business with, and it was extremely embarrassing at times to continue to ask for supplies with no money. The board borrowed on personal notes \$25,000 from the Bank of California. We got most of our bills paid and felt a little more comfortable for a period of time.

"Also, in order to pay back an original loan which was due, we established the classification of Life Memberships. It was Paul Fetterman's idea to secure 25 members, at \$1000 each, in this category because we were not required to pay the 20% tax to the government.

"It wasn't too easy to secure twenty-five life members, because we didn't have a golf course. We just had a lot of ideas, a lot of dirt moved, and a lot of trucks around.

"I should mention here that Gordon Richards, although he had not yet been hired as our pro, did a tremendous job in helping get new members. He was around the club constantly, showing people what we were doing and calling on many of his golfing friends to join.

"Graham Smith and Paul Shoudy and many others gave cocktail parties in the interest of attracting members.

"In our rush to get the course going, we planted the greens before they had settled. That is why we had so many rounded or sloping greens. When we started watering, the water ran off the edges of the greens. They weren't actually designed that way, as some people think.

"Vern Macan was quite an architect. He constructed the Portland course, Alderwood, Colwood, Inglewood and many other fine courses.

"I might mention the barn, and why we did not use it for a clubhouse. It was a beautiful building, but just one item will give you some idea of why we didn't use it. The ceilings of the stalls were so low that I could barely stand up. The ceiling of the hay mow on the second story was so slanted that if we put walls in, there would have been very little space. Eventually we decided to take the building down.

"After the course was pretty well along, we had work days at the club. Members would come out with their shovels, rakes, buckets and saws and work through the course, trimming the trees, picking up rocks, filling holes, and cleaning up trash. In fact, this went on for quite a period of time.

"Later, each fairway was assigned to a member, and many people did yoemen's work in cleaning up what was once a cattle ranch.

"Construction of the course started in May of 1952. The official opening was June 27, 1953. Paul Lund's daughter Bizzy cut the ribbons.

"We appointed Gordon Richards as our professional, and he employed Les Moe, who is now the pro at Yakima, as his assistant. They both did everything, including pick and shovel work, to get the club on its way.

"The first women's captain was Hilda Beck.

"The first greens chairman was Jerry Kelso. He spent hours doing his job and also a considerable amount of his own money. He went to Kellogg, Idaho, to employ our first greens superintendent, Milt Bauman.

"Paul Fetterman, our secretary, must be given credit for keeping things going more than anyone else. He was down at the club every morning before he went to work. What he did to get the club organized was just out of this world."



The OVERLAKE DIVOTEER

OFFICIAL NEWSPAPER OF THE OVERLAKE GOLF & COUNTRY CLUB

"WE DIG UP ALL THE DIRT"

VOLUME 1, No. 1

MEDINA, WASHINGTON

JUNE 27, 1953

OVERLAKE OPENS SATURDAY, JUNE 27

Plans For Course Born In 1951

One night in November, 1951, a group of eighteen men met at Deke MacDonald's house. Their object was to get a golf course started.

With Dr. Tom Geraghty as one of the prime movers, additional meetings were held at the home of Miller Freeman.

A number of possible locations were looked into, but every one of them proved too costly a venture.

Finally the group contacted Norton Clapp about the possibility of using the site of the old Overlake club for the new course.

Through Mr. Clapp's cooperation, the dream of a new private club became a reality. A generous lease arrangement made it possible to go ahead with the plans, and in April, 1952, construction was started.

Much valuable assistance was given by A. H. Link, assistant to Mr. Clapp, and rapid progress was made in the construction.

Then an extremely wet winter and spring threw many obstacles into the way of an early opening, but all hands kept at it, and on Sunday, June 21, the course was ready for its final cleanup.

More than 100 members turned out with picks, shovels, rakes, hoes, sickles and mowers, and the stage was set for Opening Day Saturday, June 27.

More than 240 members were signed up by opening day.

Plans are definitely in mind to make Overlake truly a country club. Deke MacDonald vows that there'll be a swimming pool, tennis courts and a fine clubhouse before too many years roll by.

But the club intends to operate on a pay-as-you-go policy, and the new projects will only be built when funds are available.

PROGRAM OF EVENTS FOR OPENING DAY

Invocation by the Rev. Arthur A. Vall-Spinosa

Flag Ceremony--Boy Scouts of America and Boys Club of America

"Flag of Our Country"—Rev. Gerald Thomas Moore

Cutting of Ribbon at No. 1 Tee at 1:30 p.m.

Afternoon of Golf, Special Awards

Cocktails at the Cottage, 6 to 7 p.m.

Buffet Supper, 7 p.m.

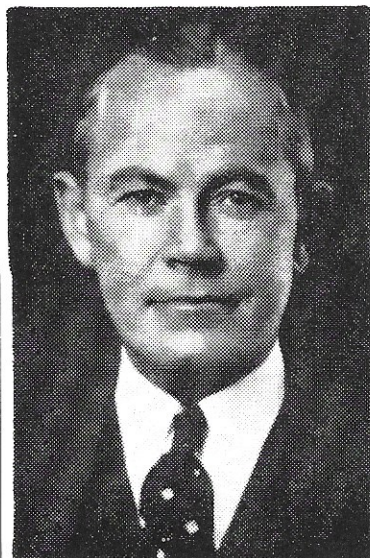
Dancing from 9 p.m.

If you haven't already reserved for the dinner, please phone Mrs. Powell at the Golf Club—Bellevue 4-7033 by Thursday.

LICENSE APPLIED FOR

Overlake has applied to the Washington Liquor Control Commission for a Class H license.

PREXY . . and . . PRO



STAN STRETTON



GORDON RICHARDS

Big Day Planned For Club

The curtain is ready to rise on the Northwest's newest and finest private golf course.

The ribbon across No. 1 tee will be cut at 1:30 p.m. Saturday, June 27, and play at Overlake Golf and Country Club will officially begin.

It'll be a big day. The committee in charge of the opening, headed by D. K. MacDonald, has a full schedule planned for both afternoon and evening.

Special ceremonies will precede the cutting of the ribbon. President Stan Stretton will give the welcome, invocation will be given by the Rev. Arthur A. Vall-Spinosa, and a flag ceremony will be presented by members of the Boy Scouts and Boys Clubs.

Father Moore will speak on "Flag of Our Country", and then the ribbon will be cut.

An afternoon of golf will follow, with a host of special prizes for field events.

The Club will play host for cocktails at the Cottage from 6 to 7 p.m. only and a buffet supper will follow at 7, at \$3 per person. An evening of dancing will begin at 9 p.m. Casual attire will be in order for the opening.

Paul Shoudy is in charge of the catering for the supper, and Virg Gustison is arranging music for the dancing.

ANNOUNCEMENTS FROM THE PRO SHOP:

LADY GOLFERS—There will be an organizational meeting for the lady golfers on Wednesday, July 8, at 10 a.m.

JUNIORS—First class for juniors will be held on Friday, July 10, at 10 a.m. Class lessons will be given for both boys and girls from the ages of 8 to 18 inclusive.

CADDIES—Boys from 8 to 18 are needed for caddying. Those interested should report to the pro shop Saturday, June 27, at 10 a.m.

Hole	Yards	Par	Hole	Yards	Par
1	410	4	10	348	4
2	357	4	11	410	4
3	126	3	12	179	3
4	425	4	13	500	5
5	216	3	14	433	4
6	360	4	15	179	3
7	418	4	16	377	4
8	477	5	17	465	5
9	335	4	18	437	4
OUT	3124	35	IN	3328	36
Total	6452	Yards	—	71	Par

Leading Golf Architect Designed Overlake Course

When you play your first round at Overlake this week, you'll be enjoying the results of the work of the Northwest's top golf architect. A Vernon

He has designed the course so that four starting times are available, which is good news for all the 1-2 p.m. slayers in the area. And the 9-10 a.m. slot is

8 From Old Course Members of New One

Eight members of the old Overlake club are enrolled in the new one.

Those who "remember when" are Bill Clark, Bill Freeman, Virg Gustafson, Tom Macdonald, Thomas Yell, and others. The new club is

Les Moo Named Assistant Pro

The folks, friendly fellow you know around the pro shop are now assistant to Pro Les Moo. Moo is a former

Overlake Has Top Pro In Gordon Richards

When you're going to have the best in golf courses, you might as well have the best in pro. That's the policy your club followed in appointing Gordon Richards to Overlake in May. He was born in England and has won the British Amateur Championship

Overlake Golf & Country Club

Located across the famous Lake Washington Floating Bridge in the desirable suburban community of Bellevue-Medina is the Overlake Golf and Country Club — the Pacific Northwest's newest and finest private course. Overlake offers eighteen holes of challenging play over scenic, gently rolling, easy-walking terrain.

