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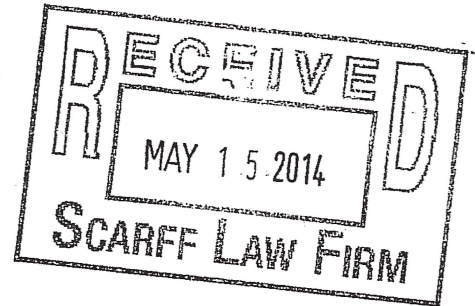
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May 14, 2014



Stuart W. Scarff
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Re: Gartz/Miller Neighbor Issues

Dear Stuart:

Please let me first apologize for not responding in writing directly to your September 10, 2013 letter sooner. As you know, we have had several phone conversations regarding the issues in the letter, including conversations regarding Mr. Gartz correcting encroachments onto the Miller property. Please inform your client and confirm with him that our not responding by writing a letter was to make progress and not intentional. This letter will specifically respond to your September 10, 2013 letter originally written to Ted Watts regarding the following issues:

1. Setbacks and Home Improvements.

My clients, William Gartz and Robin Holt, designed, submitted for permits, hired a contractor, had all the proper inspections, and documented their remodel with the City of Mercer Island. The remodel was constructed and remodeled in conformance with all City of Mercer Island codes and regulations. You may remind Mr. Miller that during construction, he twice asked the City of Mercer Island to confirm setbacks, and both times the City confirmed conformance with their codes.

For both your information, when determining whether or not a property meets setback requirements for side yards, the City measures at a point perpendicular to the property line on both sides of the house at the point in question. The Code requires a



EX. 1022
2 OF 6

Stuart W. Scarff
May 14, 2014
Page 2

minimum total side yard setback of 15 feet, with no one side less than 5 feet. According to the building permit and survey on file, and the subsequent inspections requested by Mr. Miller during the remodel construction, the residence met the setback requirements as required by the City of Mercer Island

2. Items Nos. 2, 4, 5, 6, 7.

These items all involve minor encroachments (in inches) by Gartz/Holt into the Miller property on the Gartz/Holt southern property line. All of these various encroachments, including the staircase near the shoreline, the retaining walls, irrigation lines and paver stones, were all installed on Gartz/Holt property based on a professional and credible survey at the time. My clients are not surveyors and had no knowledge or reason to believe that their contractor's survey was inaccurate. These encroachments have all been corrected and moved back onto the Gartz/Holt property based on the Group Four survey performed by surveyor Dan Roupe.

3. Roof Eave Extension.

As mentioned, my clients obtained a proper building permit for the remodel based on a review and approval of the City of Mercer Island. This included the roof eave issue pointed out by Mr. Miller. The southeast point of the eave is located 35 feet above the ground and is of non-combustible material at a significant distance from Mr. Miller's house and poses no life/safety threat. If in fact this roof-eave extension does encroach across the property line, it is a small encroachment and poses no harm to your client. My clients are willing to explore a reasonable compromise related to this issue to the extent Mr. Miller is willing to address the concerns my clients have with Mr. Miller, as outlined below in this letter.

4. Landscape Interference.

My clients respectfully disagree with the interpretation that Mr. Gartz interfered with Mr. Miller's landscapers installing plants on his property. Gartz was, in fact, directing Mr. Miller's worker to stop trespassing and destroying/removing planting from the uphill portion of the Gartz/Holt property. After the fact, Mr. Miller hired Group Four to stake the property line between the Miller property and the Gartz/Holt property. This survey confirmed the removal of landscaping from the Gartz/Holt property on the slope above the Gartz/Holt house. This is photo documented. While this was likely unintentional by Mr. Miller and his workers, this destruction caused Mr. Gartz and Ms. Holt harm by allowing the uphill neighbor to now have views directly into their entry and destabilized what the City of Mercer Island has declared a slide-prone slope. Mr. Gartz



EX. 1022
30F6

Stuart W. Scarff
May 14, 2014
Page 3

simply seeks to restore this area through the replacement of plantings at his selection so that further erosion will not occur and to restore their privacy from neighbors above. Since both Mr. Miller and Mr. Gartz use the same landscaper, Danny Salzar, it should be easy enough to arrange for the replanting and restoration of this area at a relatively low cost.

5. Group 4 Survey Stakes.

William Gartz and Robin Holt did not remove or move any of the Group Four placed permanent survey markers on the property line between the Gartz/Holt and Miller properties. Some of the temporary wooden stakes may have moved slightly during the relocation of improvements back onto the Gartz/Holt property, but none of the permanent rebar and cap markers were moved at all. If a wooden stake was inadvertently moved through landscaping work, it was replaced after the work was done.

6. Use of Driveway.

William Gartz and Robin Holt were unaware of and gave no direction or permission for the use of the driveway by workers unloading, loading and turning around work vehicles for Mr. Gartz and Ms. Holt. Mr. Gartz checked with the landscape contractor, who also works for Mr. Miller, and was advised that Mr. Miller gave them permission for a reduction in Mr. Miller's monthly yard maintenance. If there is any damage to the driveway that you reference from this activity, Mr. Miller should discuss this with his landscape contractor directly. Mr. Gartz and Mr. Holt are unaware of any such damage.

7. Monitoring of Ex-Wife/Girlfriend.

Mr. Gartz denies that he has been "monitoring" Mr. Miller and/or his girlfriend and/or reporting back to Mr. Miller's ex-wife. The only contact that Bill Gartz has had with Mr. Miller's ex-wife was in the winter of 2006, and a couple emails initiated at her request. In 2006, Mr. Gartz rescued Carrie Miller from a sprained ankle and life-threatening hypothermia that she suffered after falling in downed trees and snow. Gartz/Holt took her into their home until Mr. Miller could arrive and pick her up. Apparently, Ms. Miller and Mr. Miller divorced in 2009. After their divorce Carrie Miller sent an e-mail to Mr. Gartz asking about obvious work on Shane Miller's house related to Mr. Miller's divorce obligations. Mr. Gartz responded to her privately that he did not know any specifics about Mr. Miller's remodeling or whether Mr. Miller had girlfriend. We are not sure how Mr. Miller obtained a copy of this private



EX. 1022
PG. 4 OF 6

Stuart W. Scarff
May 14, 2014
Page 4

correspondence because Mr. Miller was not copied on any of those e-mails, and their divorce lawyers apparently did not provide him a copy.

8. Timber Trespass.

These allegations of Mr. Miller relate to Leland Cypress trees he planted right on the Miller/Gartz property line. These trees can grow to 60 feet in height and 25 feet in diameter – potentially trespassing up to 12 feet onto my clients' property. In March 2013, due to a small trespass of some branches of these trees, a few twigs and small branches that crossed over the property line were trimmed, totaling probably five to six branches, on a few trees in front of some windows on the south side of the Gartz/Holt house where the view of Lake Washington was being blocked. The twigs and branches that were trimmed were entirely on the Gartz side of the property line, did not damage or kill any of the trees involved, and did not impact Mr. Miller. Mr. Gartz and Ms. Holt have been trying to resolve this issue directly with Mr. Miller since they were first made aware of his concerns over a year ago.

9. Maintenance of Leyland Cypress Trees

As further comment on the Leyland Cypress trees planted along the Gartz/Holt and Miller property line, the trees are fast growing, and will need to be trimmed regularly to keep them safe and within Mr. Miller's property. As stated, these trees grow to over 60 feet in height and 25 feet in diameter. The City of Mercer Island arborist and other professional landscape architects recommend this tree for use only as a trimmed hedge, and normally it should not be permitted to grow unpruned. As a privacy screen, Mr. Miller's stated intent, the trees would benefit by regular pruning because they will then grow denser, limiting any view through the branches. Currently the trees are "leggy" and provide less privacy than as a pruned hedge.

In addition, the trees grow aggressively, at a rate of 3 to 5 feet a year, have small root structure, suck water from other vegetation, and are prone to blow down in storms. This concerns my clients, considering the exposure the trees have to the southwest winter storms and the harm the trees can cause my clients' home. This is already apparent by the blow down along the shoreline and the many trees that now lean north over the Gartz/Holt property. Their aggressive growth could eventually block my client's southern view, three stories up, which is already protected by a view covenant.

Given their fast growth pattern, it will be necessary to regularly trim branches that encroach over the Gartz/Holt property because they were planted so close to the property line. Because Mr. Gartz and Ms. Holt appreciate the fact that a dense and



Stuart W. Scarff
May 14, 2014
Page 5

EX. 1022
AG. 5 OF 6

reasonable height hedge will provide some desirable screening and privacy for both properties, they would like to reach a reasonable agreement regarding maintenance of the Leyland Cypress trees to avoid future conflict. In particular, the trees from the west face of the houses toward the lake along the property line need to be pruned where they are trespassing over their property line, otherwise their growth will interfere with Gartz/Holt landscaping. In addition, it is necessary that Mr. Miller stake his trees vertically so they maintain that vertical orientation and do not encroach over the Gartz/Holt property. There are several trees that are significantly over and onto the property line at this time.

10. Proposed New View Covenants.

The tree issue raises the larger desire of my client: reaching a new agreement between Mr. Miller and Gartz/Holt to protect privacy concerns and view protection for all properties covered by the covenant. Mr. Gartz and Ms. Holt would like to enter into discussions with Mr. Miller to reach a mutually beneficial agreement to record and to protect the privacy and views of both properties. If Mr. Lewis wishes to join in such a new covenant, we are not opposed to that either so that all three properties are consistent regarding new covenant protections.

11. Damage at Waterfront.

Finally, I understand that Mr. Miller is concerned about recent "damage" to his property that occurred when Mr. Gartz and Ms. Holt relocated the stairs and landing near the waterfront based on the new survey. I understand the old retaining wall along the shoreline was finished with wood siding that spanned across the property line. This siding was rotten, falling off, and unfinished for decades. When Mr. Gartz removed some boards on his property to install the stairs, several feet of these boards were inadvertently taken off Mr. Miller's retaining wall in the process. While these boards provide no structural or aesthetic benefit as they are covered by Mr. Miller's trees, Mr. Gartz is willing to replace those boards to restore the area to its previous state.

Furthermore, at this same time, the concrete walk that spanned the two properties was saw cut along the previously surveyed property line, and Gartz removed his portion. Now, due to the new survey by Group Four, I understand that a one-foot section of the concrete that was cut and removed is now known to have been on Mr. Miller's property. Mr. Gartz is also willing to restore that one-foot missing concrete sidewalk area. However, it should be noted that it will be a "sidewalk to nowhere" as the stairs are on one side and Mr. Miller's trees are on the other.



Stuart W. Scarff
May 14, 2014
Page 6

EX. 1022
PG 6 OF 6

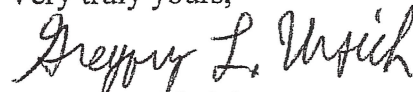
Conclusion.

Since the time they moved onto their property, my clients have tried in good faith to build a positive relationship with Mr. Miller. From providing baby shower gifts, helping during major storms, asking to coordinate landscaping, permitting him to interrupt their drive access for several weeks, and providing advanced information about future remodel work. My clients would like to "repair" the neighborhood relationship with Mr. Miller and cooperatively address the issues raised in this letter.

We believe all of the above listed issues between our respective clients and neighbors are relatively minor issues that should be able to be resolve through a joint meeting by reasonable people. It makes sense to try to meet at the property to have a final discussion of all these issues so that we may draw up documents and take action as necessary to meet the expectations of Mr. Miller and Mr. Gartz and Ms. Holt. We look forward to finishing this process with the upcoming summer season.

We look forward to yours and Mr. Miller's response to our letter so we may move forward on addressing these issues in an amicable and cooperative fashion.

Very truly yours,


Gregory L. Ursich

GLU:jjk
cc: William Gartz and Robin Holt