- *Meetings may be viewed on the City of Anacortes website, on the City of Anacortes YouTube Channel, or on TV Channel 10.*
- *The public may also watch, listen to, or participate in the meeting live by visiting https://us02web.zoom.us/j/89255646791 or by telephoning 1-253-215-8782 and entering Meeting ID 892 5564 6791.*
- *The public is encouraged to comment via email to cityclerk@cityofanacortes.org or via written comment addressed to City Clerk, P.O. Box 547, Anacortes, WA 98221. Public comments received by the City Clerk prior to 3:00 p.m. the day of the meeting will become part of the record for the meeting, just as if presented in person.*
- *Complete guidelines for virtual participation in Anacortes City Council meetings are available here. View the quick video example for connecting to the meeting here.*

Anacortes City Council

Municipal Building Council Chambers
904 6th Street

June 17, 2024
6:00 PM

PRELIMINARY AGENDA
Packet Materials / Watch Meeting

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Announcements and Committee Reports**
   a. Public Works Committee (Report)
   b. Police Officer Swearing In (Presentation)
4. **Public Comment**
5. **Consent Agenda**
   a. Minutes of June 10, 2024 (Action)
   b. Approval of claims in the amount of $1,307,518.13 (Action)
   c. Contract Award: Blue Heron Water Pump Station Roof Replacement #23-286-FAC-001 (Action)
   d. Contract Modification: Thompson Trail Trestle and Causeway Replacement Project – Design #23-092-PRK-001 (Action)
6. **Public Hearings**
   a. * Ordinance 4080: Port of Anacortes Vacation / Dedication Application for a Portion of 9th Street (Discussion/Possible Action)
7. **Other Business**
   a. * Drug Task Force Commander (Presentation)
   b. * Opioid Lawsuits and Funding Update (Presentation)
   c. * Ordinance 4082: Transportation Improvement Plan (Discussion/Possible Action)

Per the council rules of procedure, a person who wishes to provide public comment at this meeting may do so:

- ***On matters pertaining to a particular agenda item at the invitation of the chair at the time the City Council takes up discussion of that agenda item. Items open for public comment are indicated with an asterisk (*)***
- ***On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.***

The City of Anacortes is committed to making public meetings available and accessible to all members of the community. For assistance with special needs, please contact the City Clerk at 360-299-1960 in advance of the meeting.

d. Contract Award: Generators Replacement Project #24-151-ERR-001 (Discussion/Action)

8. **Adjournment**

Per the council rules of procedure, a person who wishes to provide public comment at this meeting may do so:

- ***On matters pertaining to a particular agenda item at the invitation of the chair at the time the City Council takes up discussion of that agenda item. Items open for public comment are indicated with an asterisk (*)***
- ***On any other matter specifically pertaining to the City of Anacortes during the Public Comment agenda item.***

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Anacortes City Council Minutes - June 10, 2024

Call to Order

Mayor Matt Miller called to order the Anacortes City Council meeting of June 10, 2024 at 6:00 p.m. Councilmembers TJ Fantini, Anthony Young, Christine Cleland-McGrath, Carolyn Moulton, Bruce McDougall, and Amanda Hubik were present. Councilmember Ryan Walters was absent.

Ms. Cleland-McGrath moved, seconded by Mr. Fantini, to excuse the absence of Mr. Walters. The motion carried unanimously by voice vote.

Pledge of Allegiance

The assembly joined in the Pledge of Allegiance.

Announcements and Committee Reports

Mayor Miller shared a recap of his participation in ribbon cutting ceremonies for the RV Park at Cap Sante, First Command Financial and Wellness for Life, and he thanked the Daughters of the American Revolution for the D-Day commemoration on June 6th. He then reminded the public of the online budget survey for the 2025 budget development process. He then announced that the Anacortes High School Senior Parade will be on Tuesday, June 11th, at 4pm, Anacortes High School graduation at 6pm on Wednesday, June 12th, and congratulated the recent graduates of Cap Sante High School. He then announced a joint City Council - Skagit County Commissioners meeting on June 11th at 5pm at McIntyre Hall, the upcoming Bark in the Park event on Saturday June 15th from 10am-1pm at Storvik Park and a Skagit County burn ban effective from June 15th. Finally, Mayor Miller announced that Washington State Ferries will host public meetings on Monday, June 17th at noon and Tuesday, June 18th at 6pm.

Planning Committee

Ms. Moulton reported from the Planning Committee meeting held earlier in the evening. The topics discussed included low-income housing with tenant-landlord issues, the environmental impact study for the Guemes Channel Trail project, the Comprehensive Plan update and Planning Department staffing issues, departmental process optimization for permitting, and land capacity analysis.

Port/City Liaison Committee

Ms. Cleland-McGrath reported from the Port/City Liaison Committee meeting held June 4th. The topics discussed included the anticipated availability of two full units at Fire Station 1 starting July 1st, the port and city working together to repair damage to Ship Harbor, the Wastewater Treatment Plant Outfall project, the 12th Street and Commercial Avenue intersection project, the proposed event center, the port's 9th Street vacation application, and port grant applications for T-Dock and federal Environmental Protection Agency grants for Fidalgo Island marinas.

Mr. Fantini announced that on June 25th from 6-8pm he would conduct a town hall at the Anacortes Library Community Room.

Public Comment

Mayor Miller invited the public to comment on any item not on the agenda.

Public comment was given as follows:

Xuhua Mu of Anacortes commented on affordable housing in Anacortes, referring to a slide presentation.

Joseph Coomer of Oak Harbor commented on designing structures to better withstand large earthquakes.

Linda Jennings of Anacortes commented on the World Economic Forum as it relates to what she termed as a false narrative regarding climate change.

Consent Agenda

Mr. Fantini moved, seconded by Mr. Young, to approve the following Consent Agenda items. The motion carried unanimously by voice vote.
a. Minutes of June 3, 2024
b. Approval of claims in the amount of $514,451.25
The following vouchers/checks were approved for payment:
EFT numbers: 109564 through 109613, total $344,308.02
Check numbers: 109614 through 109639, total $157,733.61
Wire transfer numbers: 348547 through 348793, total $12,409

Public Hearings

Ordinance 4082: Transportation Improvement Plan

At 6:27 pm Mayor Miller opened the public hearing. Public Works Director Andrew Rheaume introduced Ordinance 4082 - Approving the Six-Year (2025-2030) Anacortes Transportation Improvement Plan (TIP), referring to a slide presentation that was added to the packet materials for the meeting.

Mayor Miller invited members of the audience to comment on this agenda item.

Teresa Baker of Anacortes asked about the 12th Street and K Avenue intersection improvement project, and if the plan involved road resurfacing in Old Town.

Discussion topics included:

- Candor and showing appreciation for the plan reflecting Council's desires.
- H Avenue Anacortes Community Forest Land project timeline and status.
- Kansas Avenue area project update - are sidewalks included?
- Future opportunities for City Council input on TIP projects.
- Priority of projects.
- 12th Street and K Avenue plan.
- Will the plan be published on the website?
- Necessity for grant application.
- Funding update for the 12th Street and Commercial Avenue intersection.
- Oakes Avenue curb, gutter and sidewalk plan.
- Shannon Point trail - Is Western Washington University on board?
- State funding and timeline for Commercial Avenue Phase II-V for resurfacing from 13th Street to 34th Street.

At 6:44 pm Mayor Miller closed the public hearing.

Other Business

Resolution 3158: Lodging Tax Funding for The Rick Epting Foundation of the Arts Christmas Concert

Planning, Community, and Economic Development Director John Coleman introduced Resolution 3158 that would provide lodging tax funding to the Rick Epting Foundation of the Arts to support a Christmas Concert.

Discussion topics included:

- Encouraging visitors to come to a vibrant downtown.
- Donation of proceeds to Anacortes High School arts programs.
- Scarcity of Lodging Tax Advisory Committee funds.
- Invite the organization to give the Council a presentation

AMANDA HUBIK moved, seconded by TJ FANTINI, to approve Resolution 3158.
Vote: Ayes - ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Interlocal Agreement #23-092-PRK-004 with Skagit County for Thompson Trail Trestle Feasibility Study Funding

Parks and Recreation Director Jonn Lunsford introduced the proposed interlocal agreement #23-092-PRK-004 with Skagit County for the Tommy Thompson Trail Trestle feasibility study funding, referring to a slide presentation that was added to the packet materials for the meeting.

Discussion topics included:

- Appreciation for the detailed presentation.
- Bringing multiple stakeholders to the table.
- The purpose of the signage is educational.

CAROLYN MOULTON moved, seconded by BRUCE MCDOUGALL, to authorize the mayor to execute interlocal agreement #23-092-PRK-004 with Skagit County for the Tommy Thompson Trail Trestle feasibility study funding. Vote: Ayes - ANTHONY YOUNG, CHRISTINE CLELAND-MCGRATH, CAROLYN MOULTON, BRUCE MCDOUGALL, AMANDA HUBIK, TJ FANTINI. Nays - None. Result: Passed

Land Capacity Analysis

Planning, Community, and Economic Development Director John Coleman introduced the Land Capacity Analysis as performed by the Leland Consulting Group, referring to a slide presentation that was added to the packet materials for the meeting. He suggested that councilmembers and the public view the May 22nd Planning Commission meeting to review the consultants' presentation and detailed remarks, and reminded the Council and the public that documents related to land capacity analysis were available on the city's website.

Discussion topics included:

- Expansion of the city limits.
- Changing zoning of re-developable land.
- Land capacity analysis shows available land and takes into account the underlying zoning.
- Jobs classification data.
- Removing redlining provisions or discriminatory language in the municipal code.
- Mix of housing and affordability.
- Increase in density to meet housing goals.
- Average family size.
- Where accessory dwelling units could be built.
- Results for progress toward housing goals thus far.

- Ramifications if housing projections are not met.
- The council is not responsible for the affordability of housing.
- Cottage housing should be broken out as a separate type.
- Is the R4 zone appropriate for redevelopment (Skyline)?
- Deep dive into higher density areas.
- Improvement in affordability and capacity since 2019.

Mayor Miller invited members of the audience to comment on this agenda item.

Teresa Baker of Anacortes asked about the MJB development area.

Sara Holahan of Anacortes asked if future additional parks or transportation corridors are considered with the addition of more housing.

Adjournment

There being no further business, at approximately 7:51 p.m. the Anacortes City Council meeting of June 10, 2024 was adjourned.

The following claims against the City of Anacortes have been preaudited and certified by the Clerk-Treasurer as ready for City Council approval at the June 17, 2024 City Council meeting:

Download this file in OpenDocument spreadsheet format.

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
349219	2/21/2024	636028	BRODART COMPANY	LIBRARY TECH SERVICES SUPPLIES	$ 92.85	publib
349259	4/30/2024	B18269596	SHI INTERNATIONAL CORP.	MICROSOFT ENTERPRISE AGREEMENT - OFFICE 365 - 5/1/24-4/30/25	$ 9,430.13	infosys
349260	4/30/2024	B18271064	SHI INTERNATIONAL CORP.	MICROSOFT ENTERPRISE AGREEMENT - OFFICE 365 - 5/1/24-4/30/25	$ 2,200.10	infosys
349258	4/30/2024	B18271349	SHI INTERNATIONAL CORP.	MICROSOFT ENTERPRISE AGREEMENT - OFFICE 365 - 5/1/24-4/30/25	$ 111,300.22	infosys
349256	5/8/2024	24497	ANCHOR QEA, INC	A AVENUE LANDFILL MATTER NO. 200	$ 5,711.50	legal
348420	5/18/2024	45221	SKAGIT PUBLISHING LLC	PUBLISH SVH-515585	$ 69.94	dwwtp
348916	5/18/2024	ReimbWelch	WELCH, REBECCA	REIMBURSEMENT PARKING - AIRPORT	$ 235.00	court
349066	5/22/2024	074	LEMIEUX, RICHARD	BOAT STORAGE AND REMOVE HAZARDOUS MATERIAL - APD 22-A05417	$ 4,650.00	apd
349250	5/22/2024	5E67074	PLATT ELECTRIC SUPPLY INC	CONDUIT	$ 262.68	fiber
348857	5/22/2024	ReimbWelch	WELCH, REBECCA	HOTEL REIMBURSEMENT FOR NORTHERN QUEST RESORT - AIRWAY HEIGHTS	$ 421.68	court
348935	5/25/2024	271878	LAKESIDE INDUSTRIES, INC.	ROCK SALES	$ 1,228.60	dshop
348933	5/31/2024	0173	SKAGIT COUNTY SOLID WASTE FUND	MAY TONNAGE HAULED	$ 96,153.53	dshop
349255	5/31/2024	109209	PROCOM LLC	DRUG TESTING - PRE EMPLOYMENT - CDL AND POLICE	$ 234.00	hr
348927	5/31/2024	11314203	LANGUAGE LINE SERVICES, INC	TELEPHONE INTERPRETER SERVICES	$ 7.45	court
348917	5/31/2024	13008	PETDATA, INC	PETDATA LICENSING FEES MAY	$ 500.00	finance
348934	5/31/2024	263093	INFOSEND, INC.	MAY 2024 PROCESSING	$ 4,516.01	finance
348620	5/31/2024	300000290043	PUGET SOUND ENERGY INC	STREET LIGHTS: 4/2-4/30/24	$ 7,306.37	dshop
349251	5/31/2024	3534	SUMMITX CONTRACTORS, INC	EDA FIBER EXPANSION - CONSTRUCTION	$ 683,882.92	fiber

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
348930	5/31/2024	4050119	UTILITIES UNDERGROUND LOCATION	MAY LOCATE TICKETS	$ 351.12	dshop
348925	5/31/2024	43280805	LINDE GAS & EQUIPMENT INC.	MAINTENANCE SUPPLIES - INCINERATOR	$ 330.22	dwwtp
348926	5/31/2024	51614	PACIFIC SECURITY	SECURITY DETAIL - MAY 2024	$ 540.75	court
349257	5/31/2024	FB-2654	CITY OF MOUNT VERNON	DARK FIBER	$ 350.00	fiber
348923	6/1/2024	052-0010-00	CITY OF ANACORTES	OPS 5/1- 5/31/24	$ 1,786.30	dshop
348853	6/1/2024	1398216-0043-8	WASTE MANAGEMENT	MAY 2024 CONTRACTED SERVICES	$ 151,140.18	finance
348921	6/1/2024	143973	VENTEK INTERNATIONAL	WA PARK PAYSTATION MONITORING 6/1-6/30/24	$ 270.00	parks1
348855	6/1/2024	190-1840-00	CITY OF ANACORTES	COA UTILITY BILL - JUNE 2024	$ 7,946.39	dwwtp
349069	6/1/2024	2822	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 120.00	pubdef
349070	6/1/2024	2823	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 160.00	pubdef
349071	6/1/2024	2824	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 130.00	pubdef
349072	6/1/2024	2826	LAW OFFICE OF CARA LORENZO	COVERAGE - JARS	$ 280.00	pubdef
349074	6/1/2024	2827	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 90.00	pubdef
349080	6/1/2024	2828	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 10.00	pubdef
349081	6/1/2024	2829	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 220.00	pubdef
349082	6/1/2024	2830	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 370.00	pubdef
349083	6/1/2024	2831	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 230.00	pubdef
349084	6/1/2024	2832	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 40.00	pubdef
349085	6/1/2024	2833	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 100.00	pubdef
349086	6/1/2024	2834	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 50.00	pubdef
349087	6/1/2024	2835	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 60.00	pubdef
349088	6/1/2024	2836	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 70.00	pubdef
349089	6/1/2024	2837	LAW OFFICE OF CARA LORENZO	PUB DEF CONFL	$ 30.00	pubdef
348617	6/1/2024	5069554483	RICOH USA, INC	S/N C86150637 CARNEGIE 3/1-5/31/24	$ 131.17	museum
349246	6/1/2024	Cogent-240601	COGENT COMMUNICATIONS, LLC	DEDICATED INTERNET ACCESS	$ 3,522.67	fiber
348922	6/3/2024	300000006951	PUGET SOUND ENERGY INC	STREET LIGHTS: 3/28- 4/29/24	$ 13,234.67	dshop
349062	6/3/2024	9577-1	ANACORTES TOWING, LLC	TOWING; APD CASE 24-A03204	$ 195.84	apd
348931	6/3/2024	PC302171871:01	FREIGHTLINER NORTHWEST	PARTS FOR VEHICLE #610	$ 94.55	dshop
348849	6/4/2024	240634	T-SHIRTS BY DESIGN	HAT EMBROIDERY	$ 39.17	medic
349060	6/4/2024	433317	THE LANGUAGE EXCHANGE INC	INTERPRETATION - APD CASE 24-A00990	$ 66.00	apd
349249	6/4/2024	5214580218	CINTAS CORPORATION	FIRST AID SUPPLIES - VARIOUS DEPTS	$ 598.69	hr
349092	6/5/2024	002088610	CENTRAL WELDING SUPPLY CO, INC	O2 FOR AMBULANCES	$ 119.47	medic
349248	6/5/2024	11418102	WORLD WIDE TECHNOLOGY, LLC	DROP CABLES	$ 2,352.26	fiber

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
349233	6/5/2024	2024-0-HT	GDIXONLAW	PUB DEF CONFL	$ 240.00	pubdef
349231	6/5/2024	2024-05-AS	GDIXONLAW	PUB DEF CONFL	$ 290.00	pubdef
349226	6/5/2024	2024-05-DJ	GDIXONLAW	PUB DEF CONFL	$ 120.00	pubdef
349224	6/5/2024	2024-05-GD	GDIXONLAW	PUB DEF CONFL	$ 290.00	pubdef
349225	6/5/2024	2024-05-JJ	GDIXONLAW	PUB DEF CONFL	$ 30.00	pubdef
349227	6/5/2024	2024-05-JK	GDIXONLAW	PUB DEF CONFL	$ 100.00	pubdef
349229	6/5/2024	2024-05-LP	GDIXONLAW	PUB DEF CONFL	$ 310.00	pubdef
349223	6/5/2024	2024-05-MB	GDIXONLAW	PUB DEF CONFL	$ 220.00	pubdef
349228	6/5/2024	2024-05-MN	GDIXONLAW	PUB DEF CONFL	$ 60.00	pubdef
349232	6/5/2024	2024-05-PS	GDIXONLAW	PUB DEF CONFL	$ 820.00	pubdef
349230	6/5/2024	2024-05-RR	GDIXONLAW	PUB DEF CONFL	$ 140.00	pubdef
349234	6/5/2024	2024-05-SW	GDIXONLAW	PUB DEF CONFL	$ 500.00	pubdef
348854	6/5/2024	5639	BELZONA TECHNOLOGY NORTHWEST	MAINTENANCE SUPPLIES	$ 473.28	dwwtp
349107	6/5/2024	7027	MMB CONSULTING	COUNCIL RETREAT MEETING MATERIALS	$ 668.91	executive
348936	6/6/2024	03188	SKAGIT COUNTY SHERIFF'S OFFICE	MAY JAIL TAX PAYMENT PER CONTRACT	$ 90,160.69	finance
348928	6/6/2024	040-2180-01	GREENE, JACK	UB Refund Cst #039230	$ 157.68	finance
348929	6/6/2024	130-1060-00	ANDERSON, JOHN	UB Refund Cst #042384	$ 138.27	finance
349108	6/6/2024	220013286491	PUGET SOUND ENERGY INC	APD 5/4/24-6/5/24	$ 2,609.91	apd
349097	6/6/2024	220013286525	PUGET SOUND ENERGY INC	HEART OF ANACORTES 5/4-6/5/24	$ 85.26	parks1
349104	6/6/2024	220015523313	PUGET SOUND ENERGY INC	CAR CHARGING STATION: 5/4-6/5/24	$ 48.52	dshop
349102	6/6/2024	220021901958	PUGET SOUND ENERGY INC	1958 PW TSUNAMI WARNING 5/4-6/5/24	$ 10.89	dwwtp
349094	6/6/2024	359988	BAY CITY SUPPLY	SUPPLIES FOR FACILITIES	$ 711.29	dshop
349243	6/6/2024	9337542398	GRAYBAR ELECTRIC COMPANY, INC	ADVANCED WIFI ACCESS POINTS	$ 5,286.81	fiber
349245	6/6/2024	9337542399	GRAYBAR ELECTRIC COMPANY, INC	100G QSFP28	$ 1,326.00	fiber
348914	6/6/2024	ReimbWelch	WELCH, REBECCA	REIMBURSEMENT FOR AIRFARE TO SPOKANE FROM SEATTLE - ROUND TRIP	$ 321.20	court
349058	6/7/2024	0001	SEAHAWK ATHLETIC BOOSTER ASSOC	PROVIDED COACHING AND ORGANIZATION OF	$ 4,869.00	pkrec
349221	6/7/2024	200000667101	PUGET SOUND ENERGY INC	LIBRARY 1220 10TH 5/7-6/6/2024	$ 4,410.12	publib
348939	6/7/2024	21-043-FIN-001	ANACORTES FAMILY CENTER	MAY AFFORDABLE HOUSING TAX PAYMENT	$ 27,509.91	finance

Invoice Doc #	Invoice Date	Invoice #	Vendor Full Name	Description	Total Amount	Approval Queue
349006	6/7/2024	21-247-FIN-001	ANACORTES HOUSING AUTHORITY	MAY AFFORDABLE HOUSING TAX PAYMENT	$ 27,509.90	finance
349098	6/7/2024	220013297076	PUGET SOUND ENERGY INC	6821 STATE ROUTE 20 5/7-6/6/24	$ 14.10	plan
349106	6/7/2024	220013297498	PUGET SOUND ENERGY INC	CASINO DRIVE UNDER TWIN BRIDGE: 5/7-6/6/24	$ 40.00	dshop
349103	6/7/2024	220022355618	PUGET SOUND ENERGY INC	5618 TSUNAMI SIREN 5/7-6/6/24	$ 10.89	dwwtp
349100	6/7/2024	220035067093	PUGET SOUND ENERGY INC	STATION 3 OUTSIDE LIGHTS 5/7-6/6/24	$ 69.20	medic
349073	6/7/2024	240648	T-SHIRTS BY DESIGN	REC PROGRAM SUPPLIES	$ 705.02	pkrec
349093	6/7/2024	266932	DATABAR, INC	ENVELOPES	$ 312.80	finance
349095	6/7/2024	266933	DATABAR, INC	ENVELOPES	$ 312.39	finance
349099	6/7/2024	5744	HERITAGE PORTABLE BUILDINGS	GRAND VIEW CEMETERY OFFICE DEMO PURCHASE OF HERITAGE PORTABLE BUILDING	$ 9,968.17	parks1
349244	6/7/2024	9337562394	GRAYBAR ELECTRIC COMPANY, INC	100G OSFP28	$ 1,326.00	fiber
348938	6/7/2024	RefundNelson	NELSON, WILL	WA PARK CAMPING REFUND	$ 100.00	parks1
348937	6/7/2024	RefundPartlow	PARTLOW, MICHAEL	WA PARK CAMPING REFUND	$ 91.00	parks1
349065	6/8/2024	00005W5A83234	UNITED PARCEL SERVICE, INC	UPS SHIPPING; WEEK ENDING 6-8-24	$ 37.17	apd
349091	6/10/2024	4137	WOLLAM, THOMAS OR LINDA	CEMETERY LOT AND SERVICES REFUND	$ 2,719.32	parks1
349090	6/10/2024	4139	MESSINA, MEL OR SHIRLEY	CEMETERY LOT BUY BACK	$ 1,178.00	parks1
349063	6/10/2024	GBB01	SEAHAWK ATHLETIC BOOSTER ASSOC	PAYMENT FOR COACHING GIRLS BASKETBALL	$ 1,387.00	pkrec
349077	6/10/2024	VB002	KISER, SHERRI	PAYMENT FOR GYM SUPERVISING VOLLEYBALL	$ 1,252.00	pkrec
349214	6/20/2024	2347-5	MAKERS ARCHITECTURE	2025 PERIODIC COMPREHENSIVE PLAN UPDATE - MAY 2024	$ 5,345.00	plan
	Total				**$ 1,307,518.13**	

City Council Agenda Bill

Meeting Date: June 17, 2024 **Agenda Item:** 5.c.

Agenda Item Title: Contract Award: Blue Heron Water Pump Station Roof Replacement #23-286-FAC-001

Staff Contact(s): Andrew Rheaume

Approved for Submittal to Council by	**Action Type**
TIFFANY MATSON	Contract Award
Andrew Rheaume	

Item Summary: City staff seeks City Council consent to award a contract in the amount of $112,732.03 to V&R Sheet Metal LLC dba V&R Roofing to perform the Blue Heron Water Pump Station Roof Replacement. The work provided for this project will include all costs for materials, equipment, labor and related items to replace approximately 2,750 square feet of roof on the Blue Heron water pump station, 301 Blue Heron Court, Anacortes, WA 98221, with a metal roof, as well as replacement of rotten wood, all gutters, downspouts, and fascia.

Background:

1. History: Blue Heron roof has been listed as a roof to be replaced over the last few years. It currently has an asphalt roof that is failing and starting to crack and bend. The underlayment is spongy in places, so replacement of sections of the plywood will have to happen. The roof was placed on the 2025 CFP instead of the 2024 due to the possible building expansion. Since the building expansion didn't happen in 2024 it makes sense to replace the roof before the rainy season hits. The replacement roof will be a standing seam metal with a 30 year NOL roofing warranty. This building houses our leak detection system, also multiple pumps and electrical equipment.
2. Key Terms:
   - Total contract price of $112,732.03 which includes $9,118.03 in sales tax.
   - The Contractor shall begin work working on the date specified in the Notice to Proceed and achieve Physical Completion by November 29th, 2024.
3. Competitive Bidding: On May 15, 2024 the City solicited bids for the subject project through the small works roster process, and 2 bids were received by the bid submittal deadline of May 30, 2024. V&R Sheet Metal LLC dba V&R Roofing

was determined to be the lowest responsible bidder. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	V&R Sheet Metal LLC dba V&R Roofing
Contract Amount	$112,732.03
Earmarked Funds	$113,000.00
BARS #	401.730.534.30.48
Budget Amendment Required?	Yes - A budget and CFP amendment will be needed.
Funding Source?	$100K was budgeted for 2025 in the CFP, it will be moved to 2024 at $113K. The funding source is user rates, or existing cash, whatever fits best.
Start Date	Notice to Proceed
End Date	November 29, 2024

Previous Action: N/A

Recommended Motion: I move that City Council authorize the Mayor to sign contract 23-286-FAC-001 with V&R Sheet Metal LLC dba V&R Roofing in the amount of $112,732.03 for the Blue Heron Water Pump Station Roof Replacement.

Alternative Actions: Not approve the contract.

Attachments (listed in order presented):

1. Blue Heron Roof Photo (1)
2. Blue Heron Roof Photo (2)
3. Bid Tabulation
4. 23-286-FAC-001

CITY OF ANACORTES
WASHINGTON

BID TABULATION - BID DATE 5/30/24

Blue Heron Water Pump Station Roof Replacement #23-286-FAC-001		V&R Sheet Metal LLC DBA V&R Roofing		Axiom Construction and Consulting	
ITEM	DESCRIPTION	COST		COST	
1	Blue Heron Water Pump Station Roof Replacement project as detailed in the Invitation to Bid #23-286-FAC-001		$98,614.00		$109,350.00
2	Minor Changes Allowance		$5,000.00		$5,000.00
		Subtotal:	$ 103,614.00	Subtotal:	$ 114,350.00
		8.8% Sales Tax:	$ 9,118.03	8.8% Sales Tax:	$ 10,062.80
	denotes bid price correction based on correct sales tax calculation	TOTAL BID:	$ 112,732.03	TOTAL BID:	$ 124,412.80

CONTRACT #23-286-FAC-001
AGREEMENT WITH
V&R SHEET METAL LLC dba
V&R ROOFING

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and V&R Sheet Metal LLC dba V&R Roofing, a private contractor at 2920 S Cushman Ave, Tacoma, WA 98409 (herein after referred to as "Contractor").

PROJECT

Blue Heron Water Pump Station Roof Replacement

1. **Scope of Work:** Contractor shall furnish all materials, equipment and labor perform the subject project in accordance with and as described in the City of Anacortes Invitation to Bid entitled "Blue Heron Water Pump Station Roof Replacement #23-286-FAC-001", which is hereby incorporated by reference and made a part hereof.

2. **Contract Price:** The Contractor will perform the scope of work above for a total fixed price of **One Hundred Twelve Thousand Seven Hundred Thirty-Two Dollars and Three Cents ($112,732.03)** which includes $9,118.03 in 8.8% sales tax. This includes all mobilization, demobilization, labor, materials, administrative overhead, and standard freight for the project.

Line	Description	Cost
1	Blue Heron Water Pump Station Roof Replacement project as detailed in the Invitation to Bid #23-286-FAC-001	$98,614.00
2	Minor Changes Allowance	$5,000.00
	Subtotal:	$103,614.00
	8.8% Sales Tax:	$9,118.03
	Total:	$112,732.03

Line Item 1 is a firm fixed lump sum. Line Item 2 is on a time-and-materials basis not-to-exceed total. Work under Line Item 2 must be pre-approved and coordinated with the City Project Manager. To obtain reimbursement of expenses under Line Item 2, the Contractor must furnish supporting documentation for labor hours and materials charged. Expenses under Minor Changes may include repair of rot discovered during the performance of the Work which are excluded from the lump sum price under Line Item 1.

The Contractor's bid proposal is incorporated by reference and attached hereto as Exhibit A. Before any payment is made by the City of Anacortes of sums under this contract, the contractor must provide a copy of the statement of *Intent to Pay Prevailing Wage* approved by the Department of Labor and Industries. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the contactor will be retained.

3. **Bonds:** Pursuant to RCW 39.08.010, the Contractor shall provide the City a performance bond and payment bond for the full contract amount to be in effect as detailed in the incorporated General Provisions. The City may at its option release the bonds once all the conditions of RCW 39.08.010-1a have been discharged.

4. **Time of Completion:** The Contractor shall begin work the working on the date specified in the Notice to Proceed and to (a) achieve Physical Completion by November 29, 2024.

5. **Project Management**. Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager Brandon Krause, (360) 588-8071.

6. **Contract Requirements:** Contractor must have a contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies**. Forms Needed: 1) Proof of Insurance with Additional Insured

Endorsement (see General Provisions); 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.

7. **Contract Documents:** The attached General Provisions, referenced Invitation to Bid, and Exhibit A are included in this Contract Agreement.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

City:	**Contractor:**
City of Anacortes	V&R Sheet Metal LLC dba V&R Roofing
_____	_____
Mayor	
_____	_____
Date	Date
	_____
	Contractor License #

1. WASHINGTON STATE PREVAILING WAGES: Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I) (*ONE (1) filed per contractor and each subcontractor per contract*). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I (*ONE (1) filed per contractor and each subcontractor per contract*). L&I provides the wage forms. ***All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount. The City will only pay for the actual cost charged by L&I for the filing of the intent and affidavit.***

For contracts in excess of $10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by L&I and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to L&I for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: https://secure.lni.wa.gov/wagelookup/. The prevailing wage schedule in effect for the work under the contract will be the one in effect upon the date of execution of the contract. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds - Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or twelve months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects $150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

3. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released 45 days after Final Acceptance, provided that the following has occurred:

a. All liens placed against the project have been released.
b. For projects over $35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of 10% of the monies earned for a period of 30 days after Final Acceptance of the completed work, or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Securities Department, and the Washington Department of Labor and Industries, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Final Acceptance. Final Acceptance is defined as the date on which the City accepts the Work as complete, as indicated by notice issued by the City. For the purposes of the retainage statute (RCW 60.28.011), "completion of all contract work" is the same as the date of Final Acceptance. The following events must occur before the City will issue Final Acceptance:

a. The physical Work on the project must be complete and accepted by the Project Manager; and
b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
    i. Invoices for all Work;
    ii. Copies of the "Affidavit of Prevailing Wages Paid" as approved by L&I for the Contractor and all Subcontractors; and
    iii. Any additional documentation required by the Contract.

5. Penalties for Noncompliance. If Contractor does not provide "Affidavit of Prevailing Wages Paid" to the City, the City may withhold any or all payments until required documentation is received. In addition, failure to provide "Intent to Pay Prevailing Wage" or "Affidavit of Wages Paid" may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

6. Subcontracts. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manger approves in writing. If the Project Manager requests, the Contractor shall provide proof that the Subcontractor has the experience, ability, and equipment the Work requires. "Subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

a. Relieve the Contractor of any responsibility to carry out the Contract,
b. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond,
c. Create any contract between the City and the Subcontractor, or
d. Convey to the Subcontractor any rights against the City.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the Subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the Subcontractor for any further Work under the Contract.

7. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes, The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations,

regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.

8. Chemical Hazard Safety

a. **Employer Chemical Hazard Communication Rule:** WAC 296-800-170 requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:
   i. Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
   ii. Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.

b. Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:
   i. Restricted in their applications so as to meet current and local law;
   ii. Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.

c. In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

9. Taxes. The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

10. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number,** and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. ***If requested by the City the Contractor shall provide a cost breakdown of charges.*** Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

11. Withholding Payment. In the event the City determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Contractor the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

12. Final Payment: Waiver of Claim. The contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

13. Required Use of Finished Compost Product. If the project includes the use of a product created with "composted material" as defined in RCW 70A.205.015(3) the Contractor must purchase finished compost products from entities that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the

Department of Ecology. The Contractor will obtain pre-approval from the PM of the proposed compost material vendor and will submit receipts with their invoice(s).

14. Inspection.
A. **Of the Work:** All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. **Project Manager's Authority**: The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in their opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of their obligations or responsibilities under the Contract.

15. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production and shall meet any current applicable regulations and/or codes. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

16. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within the timeframes specified in the Invitation to Bid. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or impact any other legal rights or remedies of the City.

17. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

18. Insurance.
A.**Insurance Term:** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation:** The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance:** The Contactor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG

25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. **Minimum Amounts of Insurance:** The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

E. **City Full Availability of Contractor Limits:** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provision:** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. **Verification of Coverage:** The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the City to be equivalent.
2. Copies of all endorsements naming the City as additional insured, showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. **A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.**

I. **Subcontractors' Insurance:** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. **Notice of Cancellation:** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

K. **Failure to Maintain Insurance:** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

19. Acceptance. Contractor acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Contractor. These General Provisions supersede all conflicting or additional terms on any purchase order, quote, invoice, Contractor's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of $2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

21. Standard Title VI / Non-Discrimination Assurances. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

22. Contractor is an Independent Contractor. The parties intend that an independent Contractor relationship will be created by this Agreement. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and Subcontractors during the performance of this Agreement.

23. No Third-Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

24. The City's Right to Terminate Agreement.

A. **Termination for Default:** If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until the Scope of Services under this Agreement has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. **Termination for Public Convenience:** The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

25. Changes/Additional Work. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Contractor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

26. Non-waiver. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

27. Covenant Against Contingent Fees. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

28. Disputes

A. **General:** Differences between the Contractor and the City, arising under and by virtue of this Agreement shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The provisions of this Clause shall survive the expiration or termination of this Agreement.

B. **Notice of Potential Claims:** The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. **Detailed Claim:** The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

D. **Dispute Resolution:** In the event of a dispute between the City and the Contractor arising out of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor to have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

29. Force Majeure. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

30. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington. Any action brought under the Agreement or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

31. Compliance with Laws. The Contractor in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

32. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

33. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Indemnification / Hold Harmless; Disputes.

34. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:	CONTRACTOR:
City of Anacortes Tiffany Matson 904 6th Street PO Box 547 Anacortes, WA 98221 contracts@cityofanacortes.org	V&R Sheet Metal LLC dba V&R Roofing Stephanie Marcelle 2920 S Cushman Ave Tacoma, WA 98409 stephaniem@vrroofing.net

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (***Title of Modal Operating Administration***) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

BLUE HERON WATER PUMP STATION ROOF REPLACEMENT
#23-286-FAC-001
Attachment B – Bid Proposal

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract. **Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:**

> **My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.**

The bidder declares that they have carefully examined the contract documents for the construction of the project; that they have personally inspected the site; that they have has satisfied themselves as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Owner and other sources in arriving at their conclusions.

The bidder agrees that if this proposal is accepted, they will, within ten calendar days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, within ten calendar days of bidder's execution of the contract, deliver to the City of Anacortes the Performance and Payment Bonds and all Certificates of Insurance and related insurance endorsement forms required therein and will, to the extent of their proposal, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Project Manager designated thereunder.

The bidder further agrees, if awarded the contract, to begin work the working on the date specified in the Notice to Proceed and to (a) achieve **Physical Completion by November 29, 2024.**

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents. The undersigned bids for complete construction of the described project.

1. BIDDER INFORMATION

Company Name: V&R Sheet Metal LLC dba: V&R Roofing

Email: stephaniem@vrroofing.net

Date: 5/29/2024

Address of Bidder: 2920 S Cushman Ave Tacoma, WA 98409

Telephone No.: 253-328-5678

WA Labor and Industries Account No.: 048,183-00

Contractor's License No.: VRSHE973KM

UBI No.: 602 265 646

2. LIMITATION OF DAMAGES

The Bidder:

a) agrees not to bring any Claim against the City or any of its employees, advisers, or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Bidder in preparing its Bid for any matter in respect of this ITB, including:

I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or

II. if the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB; and

b) waives any and all Claims against the City or any of its employees, advisers, or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the City and the Bidder for any reason, including:

I. if the City accepts a non-compliant Bid or otherwise breaches (including breach of material terms) the terms of this ITB; or

II. If the Project is modified, suspended, or cancelled for any reason (including modification of the scope of the Project or modification of this ITB or both) or the City exercises any rights under this ITB.

3. BID PROPOSAL

Having carefully examined all specifications prepared by the City of Anacortes, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, equipment, and materials and perform all work, in accordance with the Specifications, Drawings, Contract Plans, terms & conditions, and prevailing wage requirements, which price is hereby designated as to the total proposal price for all necessary work.

The contractor will provide all materials, equipment, labor, and related items necessary to replace the existing roof and install metal roofing at the Blue Heron Water Pump Station with an area of approximately 2,750 sq. ft. Project to include: Retrofitting a standing seam metal roofing system over the existing roofing system. Repair/replace any deck. Replace gutters and downspouts. Replace all metal facia. Add roof vents to code. Provide the City with a 30 Year NOL Roofing Warranty. Contractor responsible for all permitting and ensuring the building is completely leak free during installation.

The bid price shall include everything necessary for the prosecution and completion of the services as detailed in the specifications including but not limited to furnishing all materials, equipment, supplies, tools, plant and other facilities and all management, supervision, labor and service, except as may be provided otherwise in this bid.

Line	Description	Cost
1	Blue Heron Water Pump Station Roof Replacement project as detailed in the Invitation to Bid #23-286-FAC-001	$ 98,614.00
2	Minor Changes Allowance	$5,000.00
	Subtotal:	$ 103,614.00
	8.8% Sales Tax:	$ 9,118.03
	Total:	$ 112,732.03

Line Item 1 is a firm fixed lump sum. Line Item 2 is on a time-and-materials basis not-to-exceed total. Work under Line Item 2 must be pre-approved and coordinated with the City Project Manager. To obtain reimbursement of expenses under Line Item 2, the Contractor must furnish supporting documentation for labor hours and materials charged. Expenses under Minor Changes may include repair of rot discovered during the performance of the Work which are excluded from the lump sum price under Line Item 1.

4. ADDENDA: Bidder acknowledges review of all Addenda through No. N/A

NOTE: *Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Contractor to learn of Addendum, if any. Addendums will be posted on the City's website at www.anacorteswa.gov/Bids.aspx.*

5. BID DEPOSIT

A proposal deposit in an amount of five percent (5%) of the total bid is attached here in the form indicated below:

☐ Bid Bond ☒ Cashier's Check ☐ Postal Money Order

6. COMPLIANCE WITH SPECIFICATIONS

The proposed equipment must fully comply with the Scope of Work to qualify as a responsive bid. Bidder must attach additional information or pages listing all deviations and substitutions or proposed "as equal" component to the specifications which are included with this Bid. A completed list of proposed deviations and substitutions will be required to enable the City to evaluate whether the proposed items comply with the requirements of the specifications, to be determined by the City in the City's sole discretion.

7. BIDDER CERTIFIES:

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker's Comp

8. AUTHORIZATION

By signing this proposal, the bidder agrees to all requirements contained in the contract documents.

(Corporate Seal)

V&R Sheet Metal LLC
Name of Bidder

Owner
Title

5/29/2024
Date

Stephanie Marcelle
Signature of Bidder

Stephanie Marcelle
Print Name

City Council Agenda Bill

Meeting Date: June 17, 2024 **Agenda Item:** 5.d.

Agenda Item Title: Contract Modification: Thompson Trail Trestle and Causeway Replacement Project – Design #23-092-PRK-001

Staff Contact(s): JONN LUNSFORD

Approved for Submittal to Council by	**Action Type**
TIFFANY MATSON JONN LUNSFORD	Contract Modification

Item Summary: City staff seeks Council consent to issue a contract modification to Hanson Professional Services Inc. in the amount of $46,525.00, increasing the total contract price to $396,525.00, to add Task 2.4a to the Scope of Work.

Background:

1. Reason for Contract Change: This additional work will allow us to test the soil and provide an understanding of the potential toxins on site typical of railroad corridors and how these will may be treated if the causeway and trestle are demolished and replaced. It will also allow for education and outreach to the community to explain the on-going work and the benefits to Fidalgo Bay.
2. History: The City is working together with the Samish Indian Nation and Department of Natural Resources on a feasibility study regarding the replacement of the causeway and trestle. The goals are to improve the health of the bay by reestablishing tidal flows and removing creosote pilings. In addition, a newly constructed trestle that is non-flammable and made of modern materials will benefit Fidalgo Bay and the thousands of trail users. This contract will help us fulfill our grant obligations and provide important information to consider future alternatives and next steps with the trestle and causeway.
3. Key Terms: increase of $46,525.00, no change to term of agreement.
4. Competitive Bidding: On October 25, 2023 the City issued a Request for Proposals for the subject project and 4 responses were received by the deadline of November 29, 2023. A committee reviewed and scored the submittals and selected Hanson Professional Services Inc. to award a contract to.

Budget Impact:

Consultant	Hanson Professional Services Inc.
Original Agreement Amount	$350,000.00
Current Agreement Amount	$350,000.00
Change Per This Modification	$46,525.00
Total After Modification	$396,525.00
Earmarked Funds	$350,000.00
BARS #	108.410.594.76.60
Paid on Contract as of 6/11/24	$7,307.21
Budget Amendment Required?	Yes
Funding Source?	Skagit County grant
Start Date	Contract execution
End Date	12/31/25

Previous Action: Interlocal 23-092-PRK-002 for the Thompson Trail Trestle and Causeway Replacement Design Funding from DNR was approved at the 3/13/23 Council meeting. Interlocal 23-092-PRK-003 with the Samish Indian Nation for project funding was approved at the 7/24/23 Council meeting. Contract 23-092-PRK-001 with Hanson Professional Services was approved at the 4/8/24 Council meeting. Interlocal 23-092-PRK-004 to receive funding from Skagit County was approved at the 6/10/24 meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign a modification to Contract 23-092-PRK-001 with Hanson Professional Services Inc. in the amount of $46,525.00, increasing the total contract price to $396,525.00.

Alternative Actions: Not approve the modification.

Attachments (listed in order presented):

1. 23-092-PRK-001 Supplement 01

Washington State Department of Transportation

Supplemental Agreement Number 01	Organization and Address Hanson Professional Services Inc. 11711 SE 8th St Suite 310, Bellevue, WA 98005 Phone: 425-285-5112	
Original Agreement Number 23-092-PRK-001		
Project Number TAPUS-0030(114)	Execution Date	Completion Date 12/31/2025
Project Title Thompson Trail Trestle & Causeway Replacement Project	New Maximum Amount Payable $396,525.00	

Description of Work

Conceptual design to restore tidal circulation and natural habitat in Fidalgo Bay through removing the existing trestle and fill and replacing it with a similar structure that would improve the health of the bay. The Project comprises approximately 2,350 linear feet of causeway embankment and 2,050 feet of trestle structure for a combined project length of approximately 4,400 feet. Scope for conceptual level design includes topographic survey, preliminary geotechnical investigation, IDW hazardous materials sampling, testing and characterization, hydrodynamic modeling and sediment transport evaluation, structural analysis and conceptual design, preparation of an alternatives analysis report and conceptual design renderings, and attendance at a public outreach meeting.

The Local Agency of City of Anacortes
desires to supplement the agreement entered in to with Hanson Professional Services Inc.
and executed on 4/17/2024 and identified as Agreement No. 23-092-PRK-001
All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

The Scope of Work is amended to include the attached Exhibit A-1.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No change.

III

Section V, PAYMENT, shall be amended as follows:

The current contract amount of $350,000.00 is increased by $46,525.00, for a total of $396,525.00.

as set forth in the attached Exhibit A-1, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: _____ By: Matt Miller

Consultant Signature — Approving Authority Signature

Date

DOT Form 140-063
Revised 09/2005

AGREEMENT 23-092-PRK-001
SUPPLEMENTAL AGREEMENT 01
EXHIBIT A-1

The scope of work is hereby amended to include the following Task 2.4a:

2.4a Additional IDW Hazardous Materials Sampling, Testing and Characterization

Exploration-Specific Hazardous Materials Sampling, Testing and Characterization
To provide exploration-specific hazardous materials sampling and testing, during the geotechnical exploration program we could collect soil samples for hazardous materials testing at selected locations within the anticipated depths of proposed excavations within the causeway embankment, and within the native soil beneath the embankment that are potentially subject to removal as part of the shoreline restoration. We would submit these samples for laboratory analytical testing, review test results and prepare a letter report that contains the test results and our conclusions and recommendations regarding legally permissible off-site soil disposal. This information would inform both construction cost estimating and IDW disposal and would replace the composite IDW sampling and testing included in the base scope.

Our field representative will collect the environmental soil samples and conduct field screening using a photoionization detector along with visual and olfactory methods. Up to four soil samples will be collected for laboratory testing from each boring.

Consistent with previous environmental characterizations within active or historic railroad-use corridors, we will request the
following suite of analytical tests:

- Diesel- and oil-range petroleum hydrocarbons using Northwest Total Petroleum Hydrocarbon as Diesel Extended;
- Gasoline-range petroleum hydrocarbons, including benzene, toluene, ethylbenzene, and xylenes (BTEX) using Northwest
- Total Petroleum Hydrocarbon as Gasoline Extended;
- Resource Conservation Recovery Act metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium and silver)
- using EPA Method 6020B/7471B and additionally testing for copper, nickel and zinc; and
- Semi-volatile organic compounds (SVOCs) including polycyclic aromatic compounds (PAHs).
- If any of the initial metals tests are found to exceed a waste characterization action level, then the sample will be reanalyzed using the Toxicity Characteristic Leachate Procedure (TCLP) test to determine whether the soil would be considered a Washington State Dangerous Waste. For cost estimating purposes, we assume that up to four samples will require TCLP testing.

We will transport the samples to OnSite Environmental, Inc., located in Redmond, Washington under chain-of-custody procedures. We anticipate requesting the standard five- to seven-day turnaround time for the analytical testing.

Please note that this proposed scope of services includes only conceptual environmental sampling, testing and characterization as part of the geotechnical investigation and does not include sampling, testing or characterization at numerous locations as necessary to delineate the potential creosote leachate plume and associated biocontamination described in the 2008 Fidalgo Inc. study. This scope of services also does not include preparation of a remediation feasibility study, remedial cost estimate, or cleanup action plan. We anticipate these services would be included in a future design phase.

Assumptions

- The scope items within this task carry the same assumptions as in the base scope.

Deliverables

- Same deliverable as base scope (IDW Hazardous Materials, Sampling, Testing and Characterization report), but the letter report would be based on the exploration specific samples noted above.

Meetings

- N/A. Meetings anticipated are captured in baseline scope.

Supplemental Agreement 01 Fee Schedule			
Task	**Task Description**	**Priority Scope Additions**	**Lead Team Member**
2.4a	**Exploration-Specific Hazardous Materials Sampling, Testing and Characterization**		
	Exploration-Specific Hazardous Materials Sampling, Testing and Characterization	$ 24,541	S&W
	Task Management/Admin/QC	$ 1,936	S&W
	Environmental Report (Soil Testing)	$ 17,584	S&W
	Integration of data into Alternatives Analysis Report (Task 4.1 Deliverable)	$ 2,464	S&W
Scope Additions Subtotal		**$ 46,525**	
Total Resulting Contract Amount		**$ 396,525**	

City Council Agenda Bill

Meeting Date: June 17, 2024 **Agenda Item:** 6.a.

Agenda Item Title: Ordinance 4080: Port of Anacortes Vacation / Dedication Application for a Portion of 9th Street

Staff Contact(s): DARCY SWETNAM

Approved for Submittal to Council by	**Action Type**
GREG FRANCIOCH DARCY SWETNAM STEVE HOGLUND	Public Hearing

Item Summary: Council adopted Resolution 3150 on May 6, 2024, which scheduled a public hearing on the Port of Anacortes's petition to vacate a portion of 9th Street at the intersection of 9th and Market Street. The petition would allow that intersection to be realigned to the North to allow the Port to proceed with its redevelopment of the North Basin area. This vacation is also a key step in paving the way for the future events center. The Port plans to propose a plan for compensation for the vacated right-of-way to the Council at the public hearing. So long as compensation is adequately addressed, City staff have reviewed the petition and recommend approval of the ordinance as consistent with Chapter 12.50 AMC.

Budget Impact:

Previous Action: Resolution 3150 was adopted on May 6, 2024, scheduling the public hearing on the vacation petition.

Recommended Motion: I move we adopt Ordinance 4080 Vacating a portion of R Avenue and 9th Street in favor of the Port of Anacortes.

Alternative Actions: Not adopt Ordinance 4080.

Attachments (listed in order presented):

1. Resolution 3150
2. 240617 PW - Port Vacation Ord draft
3. Initial Application - ded_vac_ease Support Docs 2
4. Street Vacation Narrative

5. Street Vacation Exhibit A - Binding Site Plan Map
6. Street Vacation Exhibit B - Vacation and Transaction Map
7. Street Vacation Exhibit C - Plats
8. Street Vacation Exhibit D - Port of Anacortes Title Reports
9. Street Vacation Exhibit E - City of Anacortes Title Reports
10. 154-2024-0044 Port of Anacortes Street Vacation 2.19
11. 2024-0045 Port of Anacortes Easement Relinquishment
12. 240617 PW - Port Vacation Petition

DocuSign Envelope ID: A32D0E31-2792-4839-9C5B-6D4C30A90191

RESOLUTION NO. 3150
A RESOLUTION FIXING A TIME WHEN A PETITION FOR VACATION MAY BE HEARD AND DETERMINED BY THE CITY COUNCIL IN SETTING A PUBLIC HEARING DATE.

WHEREAS, the Port of Anacortes has submitted an application for Framework Plan review, which includes a proposal for the realignment of Market Street, R Avenue, and 9th Street; and

WHEREAS, as part of this realignment, the Port desires to dedicate the portion of Market Street within its ownership to the City of Anacortes and to create a meaningful public open space; and

WHEREAS, as part of this realignment, the Port requests that the City vacate a portion of the street right-of-way at the intersection of R Avenue and 9th Street, as detailed in Section II and depicted on the map in Exhibit A; and

WHEREAS, a petition for the vacation of the below described property has been signed by the requisite number of abutting property owners and filed with the City Clerk of the City of Anacortes; and

WHEREAS, RCW 35.79.010 requires a time to be fixed for a public hearing on said matter; now, therefore,

BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AS FOLLOWS:

Section I. That certain petition asking for the vacation of a portion of R Avenue and 9th Street described in Section II shall be heard and determined by the City Council and a public hearing shall be heard thereof on the 17th day of June 2024.

Section II. A portion of a street right of way at the intersection of R Avenue and 9th Street between tax parcels #P32881, #P32885, #P32886, #P32887. The street right of way is situated just north of Jim Rice Park and the abutting properties are owned by the Port of Anacortes.

DocuSign Envelope ID: A32D0E31-2792-4839-9C5B-6D4C30A90191

INTRODUCED, PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 6th day of May 2024.

_____
Matt Miller, Mayor

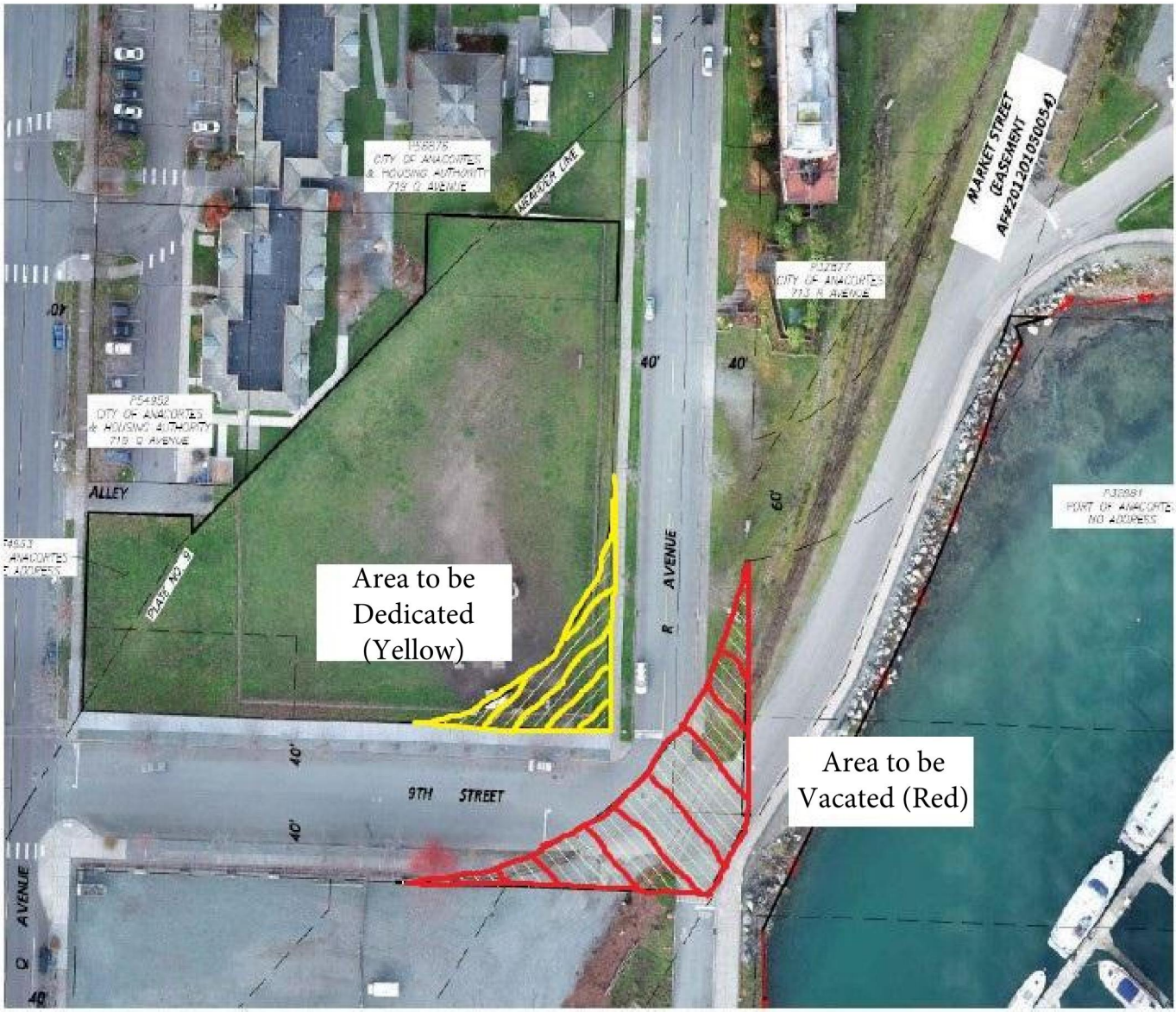
Approved as to form and legality:

Darcy Swetnam
_____
Darcy Swetnam, WSBA #40530
City Attorney

ATTEST:

Steven D. Hoglund
_____
Steven D. Hoglund, City Clerk Treasurer

Exhibit A


CITY OF ANACORTES
& HOUSING AUTHORITY
719 Q AVENUE
HEALDER LINE
MARKET STREET
(EASEMENT
AF#201201050054)
CITY OF ANACORTES
713 R AVENUE
40'
40'
CITY OF ANACORTES
& HOUSING AUTHORITY
719 Q AVENUE
ALLEY
PARK NO. 9
60'
PORT OF ANACORTES
NO ADDRESS
R AVENUE
Area to be
Dedicated
(Yellow)
Area to be
Vacated (Red)
40'
9TH STREET
40'
Q AVENUE
40'

DocuSign

Certificate Of Completion

Envelope Id: A32D0E31279248399C5B6D4C30A90191
Subject: SIGNATURE REQUIRED: Approved Resolution 3150
Source Envelope:
Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 3
Initials: 0

Status: Completed

Envelope Originator:
City Clerk
PO Box 547
904 6th St
Anacortes, WA 98221
cityclerk@cityofanacortes.org
IP Address: 23.90.91.2

Record Tracking

Status: Original
5/6/2024 9:29:40 PM

Holder: City Clerk
cityclerk@cityofanacortes.org

Location: DocuSign

Signer Events	Signature	Timestamp
Darcy Swetnam darcys@cityofanacortes.org City Attorney Security Level: Email, Account Authentication (None)	Darcy Swetnam Signature Adoption: Pre-selected Style Using IP Address: 23.90.91.2	Sent: 5/6/2024 9:31:17 PM Viewed: 5/7/2024 8:41:16 AM Signed: 5/7/2024 8:41:26 AM
Electronic Record and Signature Disclosure: Accepted: 5/7/2024 8:41:16 AM ID: dc1fea76-78db-4ca9-9a10-2d4d0187478a		
Steven D. Hoglund steveh@cityofanacortes.org Security Level: Email, Account Authentication (None)	Steven D. Hoglund Signature Adoption: Pre-selected Style Using IP Address: 23.90.91.2	Sent: 5/6/2024 9:31:18 PM Viewed: 5/7/2024 8:18:03 AM Signed: 5/7/2024 8:18:10 AM
Electronic Record and Signature Disclosure: Accepted: 5/7/2024 8:18:03 AM ID: 890fad92-a76c-407b-bbb8-929db0a64e7f		
Matt Miller mattm@cityofanacortes.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 23.90.91.2	Sent: 5/7/2024 8:41:27 AM Viewed: 5/7/2024 8:42:56 AM Signed: 5/7/2024 8:44:15 AM
Electronic Record and Signature Disclosure: Accepted: 5/7/2024 8:42:56 AM ID: 9dc9b410-4101-4a70-86c9-af6f3b942515		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/6/2024 9:31:18 PM
Certified Delivered	Security Checked	5/7/2024 8:42:56 AM
Signing Complete	Security Checked	5/7/2024 8:44:15 AM
Completed	Security Checked	5/7/2024 8:44:15 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ORDINANCE NO. 4080

AN ORDINANCE VACATING A PORTION OF R AVENUE AND 9TH STREET

THE CITY COUNCIL OF THE CITY OF ANACORTES DOES HEREBY ORDAIN AS FOLLOWS:

WHEREAS, the Port of Anacortes submitted a Petition to vacate a portion of right-of-way at R Avenue and 9th Street abutting Skagit County Parcel Numbers P32881, P32885, P32886, and P32881; and

WHEREAS, at the May 6, 2024 City Council meeting, Resolution 3150 was adopted scheduling a public hearing for June 17, 2024 to consider the petition; and

WHEREAS, per AMC Chapter 12.50 Street and Alley Vacation provides the criteria and procedure for petitions to vacate City right-of-way; and

WHEREAS, AMC Chapter 12.50.110 allows for alternative compensation provided that the conveyance of real property is made in fee for non-street purposes, and the full fair market value of the property is credited to the required compensation payment for the vacated area (AMC 12.50.130(B)); and

WHEREAS, the City Council held a public hearing on said proposal on June 17, 2024; and

WHEREAS, the City Council hereby finds that a vacation of the requested area will provide a significant benefit to the public by providing meaningful public space, including an event center; and

WHEREAS, the City hereby finds no possible future public uses which may require the requested area of right-of-way; and;

WHEREAS, the City Council has considered all objections to the proposed vacation; and

WHEREAS, the City Council hereby finds that the proposed compensation meets the requirements of AMC Chapter 12.50; now therefore,

THE CITY COUNCIL OF THE CITY OF ANACORTES, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings of Fact and Conclusions of Law.

All of the recitals are hereby adopted as findings and conclusions.

SECTION 2. Vacations.

The street and alley right-of-way areas within the City of Anacortes described in Exhibit A should be and are hereby vacated subject to the following condition. In the event that construction of a joint City/Port event center is not under construction by June 30, 2029, the Port agrees to make the vacated right of way into a public park under the Port's jurisdiction and management, open to the public at no expense by 2033. If the Port fails to meet this condition, the right of way vacated by this Ordinance will revert to the City of Anacortes.

SECTION 3. Compensation.

Compensation for the vacation shall be in the form of (To be identified at the public hearing.)

SECTION 4. Effective Date: This ordinance shall take effect 5 (five) days after execution.

PASSED AND APPROVED this 17th day of June, 2024.

CITY OF ANACORTES:

BY: _____
Matt Miller, Mayor

ATTEST:

_____
Steve D. Hoglund, City Clerk Treasurer

APPROVED AS TO FORM:

_____
Darcy J. Swetnam, WSBA #40530
City Attorney

EXHIBIT A

THAT PORTION OF PLATE NO. 9 TIDE AND SHORELANDS OF ANACORTES HARBOR ACCORDING TO THE MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON ALSO BEING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF TRACT 34 OF SAID PLATE; THENCE ALONG THE SOUTH MARGIN OF 9rn STREET SOUTH 88°08'14" EAST, 183.36 FEET TO THE POINT OF BEGINNING ALSO BEING A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS NORTH 01°51'46" EAST A DISTANCE OF 197.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGEL OF 81°22'17" A DISTANCE OF 279.78 FEET TO A POINT OF NON-TANGENT CURVATURE, FROM WHICH THE RADIUS POINT BEARS NORTH 06°07'47" WEST A DISTANCE OF 180.00 FEET; THENCE EAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°43'11" A DISTANCE OF 2.26 FEET TO THE EAST MARGIN OF R AVENUE PER SAID PLATE; THENCE ALONG SAID MARGIN AND THE EXTENSION THEREOF SOUTH 01°50'55" WEST, 127.77 FEET TO THE CENTERLINE OF 9TH STREET; THENCE ALONG THE CENTERLINE OF SAID STREET SOUTH 88°08'14" EAST, 4.11 FEET TO THE EAST MARGIN OF THE GNRR RIGHT-OF-WAY ALSO BEING A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS NORTH 61°06'08" WEST A DISTANCE OF 849.02 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGEL OF 03°04'27" A DISTANCE OF 45.55 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF 9TH STREET; THENCE ALONG SAID MARGIN NORTH 88°08'14" WEST, 179.37 FEET TO THE POINT OF BEGINNING.
CONTAINING 8,050 SQUARE FEET, MORE OR LESS.
SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

EXHIBIT B

9th Street and R Avenue Dedication Legal Description

THAT PORTION OF TRACT 32, PLATE NO. 9, TIDE AND SHORELANDS OF ANACORTES HARBOR ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 32; THENCE ALONG THE NORTH MARGIN OF 9TH STREET NORTH 88°08'14" WEST, 117.03 FEET TO A POINT OF CURVATURE ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS POINT BEARS NORTH 01 °51 '46" EAST A DISTANCE OF 117.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'51" A DISTANCE OF 183.81 FEET TO THE WEST MARGIN OF R AVENUE; THENCE ALONG SAID MARGIN SOUTH 01°50'55" WEST, 117.03 FEET TO THE POINT OF BEGINNING.
CONTAINING 2,939 SQUARE FEET, MORE OR LESS.
SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

Market Street Dedication Legal Description

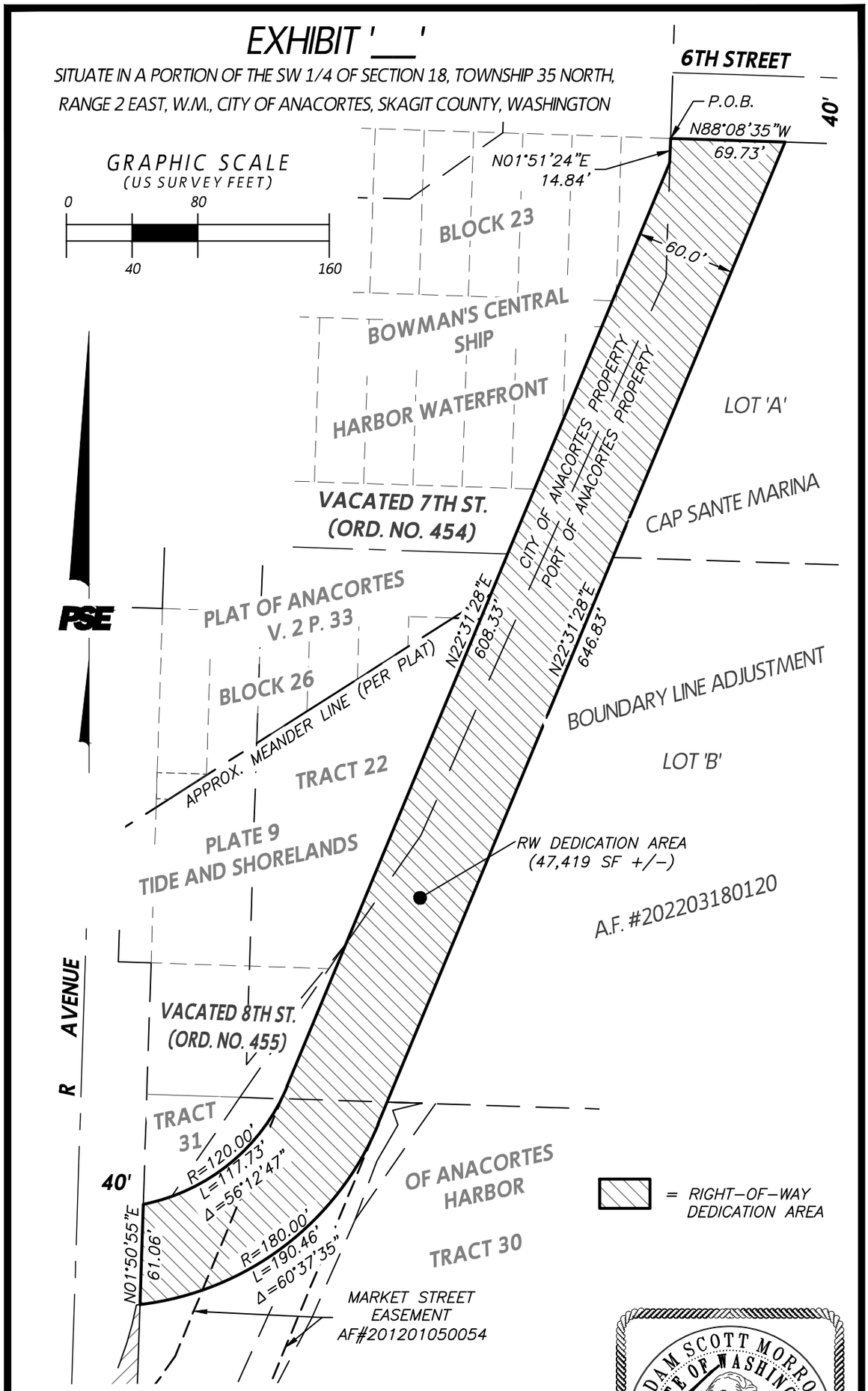
THAT PORTION OF BLOCK 23 AND 26 BOWMAN'S CENTRAL SHIP HARBOR WATERFRONT PLAT OF ANACORTES, ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS PAGE 33 AND THAT PORTION OF TRACT 22, 30, AND 31, PLATE NO. 9, TIDE AND SHORELANDS OF ANACORTES HARBOR ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON AND THAT PORTION OF LOTS A AND B, CAP SANTE MARINA BOUNDARY LINE ADJUSTMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202203180120 BEING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 23; THENCE ALONG THE EAST LINE THEREOF SOUTH 01°51'24" WEST, 14.84 FEET; THENCE SOUTH 22°31'28" WEST, 608.33 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 67°28'32" WEST A DISTANCE OF 120.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°12'47" A DISTANCE OF 117.73 FEET TO A POINT ON THE EAST MARGIN OF R AVENUE; THENCE ALONG SAID MARGIN SOUTH 01 °50'55" WEST, 61 .06 FEET TO A POINT OF CURVATURE ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS POINT BEARS NORTH 06°50'58" WEST A DISTANCE OF 180.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°37'35" A DISTANCE OF 190.46 FEET TO A POINT OF TANGENCY; THENCE NORTH 22°31'28" EAST, 646.83 FEET TO A POINT ON THE SOUTH MARGIN OF

6TH STREET; THENCE ALONG SAID MARGIN NORTH 88°08'35" WEST, 69.73 FEET TO THE POINT OF BEGINNING.
CONTAINING 47,419 SQUARE FEET, MORE OR LESS.
SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

Cap Sante Upland Redevelopment Street Vacation Application—Dedication Supporting Materials

EXHIBIT '___'

SITUATE IN A PORTION OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON

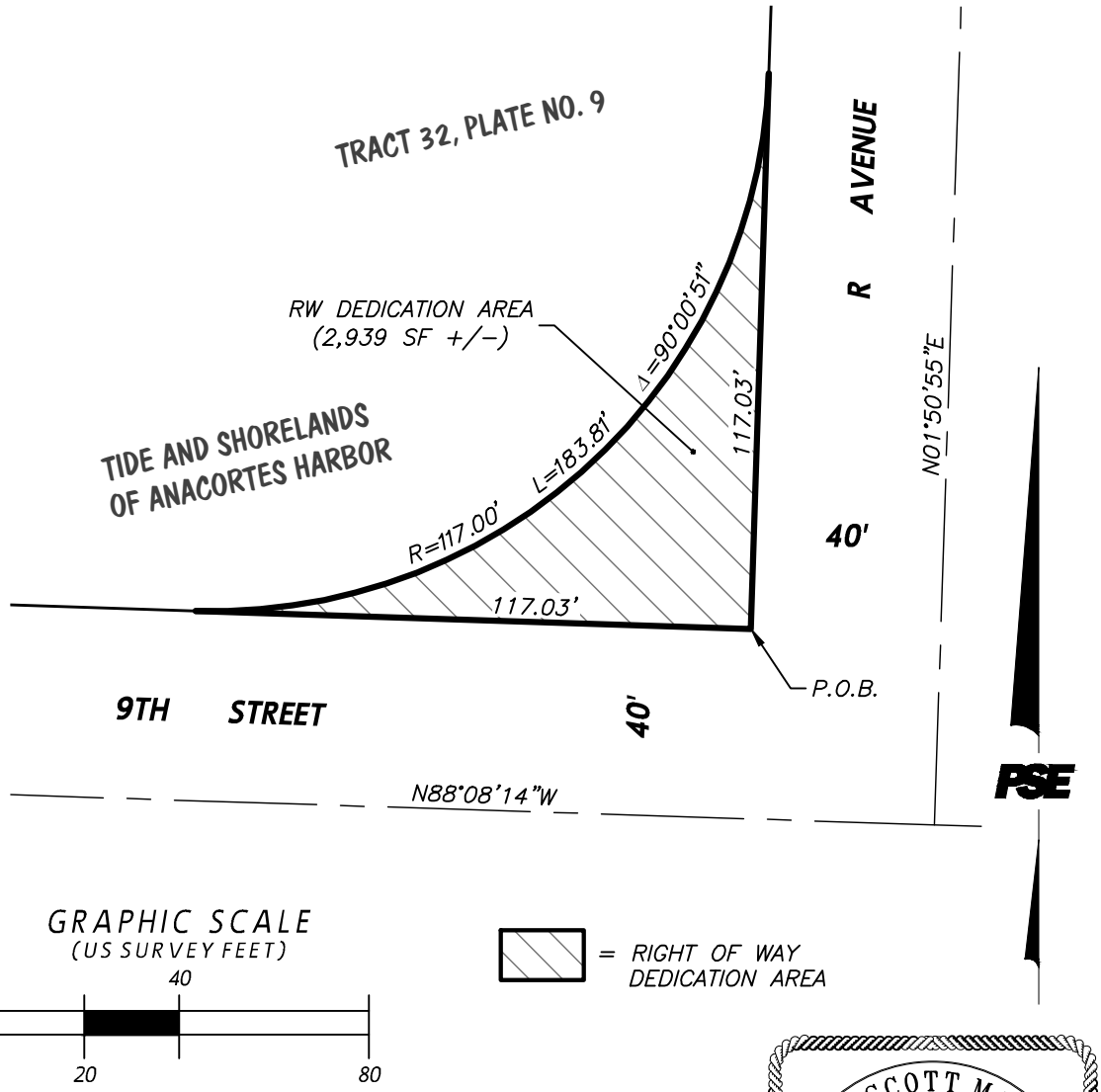


PACIFIC SURVEYING & ENGINEERING, INC.
909 Squalicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

DWG: 2022331_svX_BSP_Dedication_2.dwg DATE: 05/22/2023 JOB#: 2022331 SCALE: 1"=80' SHEET: 1 OF 1

EXHIBIT '___'

SITUATE IN A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON



GRAPHIC SCALE
(US SURVEY FEET)
0 40
20 80

= RIGHT OF WAY DEDICATION AREA

ADAM SCOTT MORROW
STATE OF WASHINGTON
40525
REGISTERED PROFESSIONAL LAND SURVEYOR

PACIFIC SURVEYING & ENGINEERING, INC.
909 Squalicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

DWG: 2022331_svX_BSP_Dedication.dwg DATE: 05/22/2023 JOB#: 2022331 SCALE: 1"=40' SHEET: 1 OF 1

Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squalicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psesurvey.com

9TH STREET AND R AVENUE DEDICATION
LOT CLOSURES

North: 557591.0301' East: 1212140.8130'

Segment #1: Line

Course: N88.0814W (dms) Length: 117.03'
North: 557594.8343' East: 1212023.8448'

Segment #2: Curve

Length: 183.81' Radius: 117.00'
Delta: 090.0051 (dms) Tangent: 117.03'
Chord: 165.48' Course: N46.5121E (dms)
Course In: N01.5146E (dms) Course Out: S88.0905E (dms)
RP North: 557711.7725' East: 1212027.6480'
End North: 557707.9982' East: 1212144.5871'

Segment #3: Line

Course: S01.5055W (dms) Length: 117.03'
North: 557591.0291' East: 1212140.8119'

Perimeter: 417.87' Area: 2939.38 Sq. Ft.
Error Closure: 0.0015 Course: S46.5120W (dms)
Error North: -0.00103 East: -0.00110

Precision 1: 278580.00

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9TH STREET AND R AVENUE
DEDICATION LEGAL DESCRIPTION

THAT PORTION OF TRACT 32, PLATE NO. 9, TIDE AND SHORELANDS OF ANACORTES HARBOR ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON LOCATED IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 32; THENCE ALONG THE NORTH MARGIN OF 9TH STREET NORTH 88°08'14" WEST, 117.03 FEET TO A POINT OF CURVATURE ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS POINT BEARS NORTH 01°51'46" EAST A DISTANCE OF 117.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'51" A DISTANCE OF 183.81 FEET TO THE WEST MARGIN OF R AVENUE; THENCE ALONG SAID MARGIN SOUTH 01°50'55" WEST, 117.03 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2,939 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

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MARKET STREET
DEDICATION LEGAL DESCRIPTION

THAT PORTION OF BLOCK 23 AND 26 BOWMAN'S CENTRAL SHIP HARBOR WATERFRONT PLAT OF ANACORTES, ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS PAGE 33 AND THAT PORTION OF TRACT 22, 30, AND 31, PLATE NO. 9, TIDE AND SHORELANDS OF ANACORTES HARBOR ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON AND THAT PORTION OF LOTS A AND B, CAP SANTE MARINA BOUNDARY LINE ADJUSTMENT RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 202203180120 BEING IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID BLOCK 23; THENCE ALONG THE EAST LINE THEREOF SOUTH 01°51'24" WEST, 14.84 FEET; THENCE SOUTH 22°31'28" WEST, 608.33 FEET TO A POINT OF CURVATURE FROM WHICH THE RADIUS POINT BEARS NORTH 67°28'32" WEST A DISTANCE OF 120.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°12'47" A DISTANCE OF 117.73 FEET TO A POINT ON THE EAST MARGIN OF R AVENUE; THENCE ALONG SAID MARGIN SOUTH 01°50'55" WEST, 61.06 FEET TO A POINT OF CURVATURE ON A NON-TANGENT CURVE, FROM WHICH THE RADIUS POINT BEARS NORTH 06°50'58" WEST A DISTANCE OF 180.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°37'35" A DISTANCE OF 190.46 FEET TO A POINT OF TANGENCY; THENCE NORTH 22°31'28" EAST, 646.83 FEET TO A POINT ON THE SOUTH MARGIN OF 6TH STREET; THENCE ALONG SAID MARGIN NORTH 88°08'35" WEST, 69.73 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 47,419 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

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MARKET STREET DEDICATION
LOT CLOSURES

North: 558341.3511' East: 1213076.8975'

Segment #1: Line

Course: S01.5124W (dms) Length: 14.84'
North: 558326.5189' East: 1213076.4167'

Segment #2: Line

Course: S22.3128W (dms) Length: 608.33'
North: 557764.5946' East: 1212843.3792'

Segment #3: Curve

Length: 117.73' Radius: 120.00'
Delta: 056.1247 (dms) Tangent: 64.09'
Chord: 113.07' Course: S50.3752W (dms)
Course In: N67.2832W (dms) Course Out: S11.1545E (dms)
RP North: 557810.5639' East: 1212732.5332'
End North: 557692.8748' East: 1212755.9697'

Segment #4: Line

Course: S01.5055W (dms) Length: 61.06'
North: 557631.8466' East: 1212754.0000'

Segment #5: Curve

Length: 190.46' Radius: 180.00'
Delta: 060.3735 (dms) Tangent: 105.24'
Chord: 181.70' Course: N52.5015E (dms)
Course In: N06.5058W (dms) Course Out: S67.2832E (dms)
RP North: 557810.5619' East: 1212732.5331'
End North: 557741.6079' East: 1212898.8020'

Segment #6: Line

Course: N22.3128E (dms) Length: 646.83'
North: 558339.0953' East: 1213146.5880'

Segment #7: Line

Course: N88.0835W (dms) Length: 69.73'
North: 558341.3548' East: 1213076.8947'

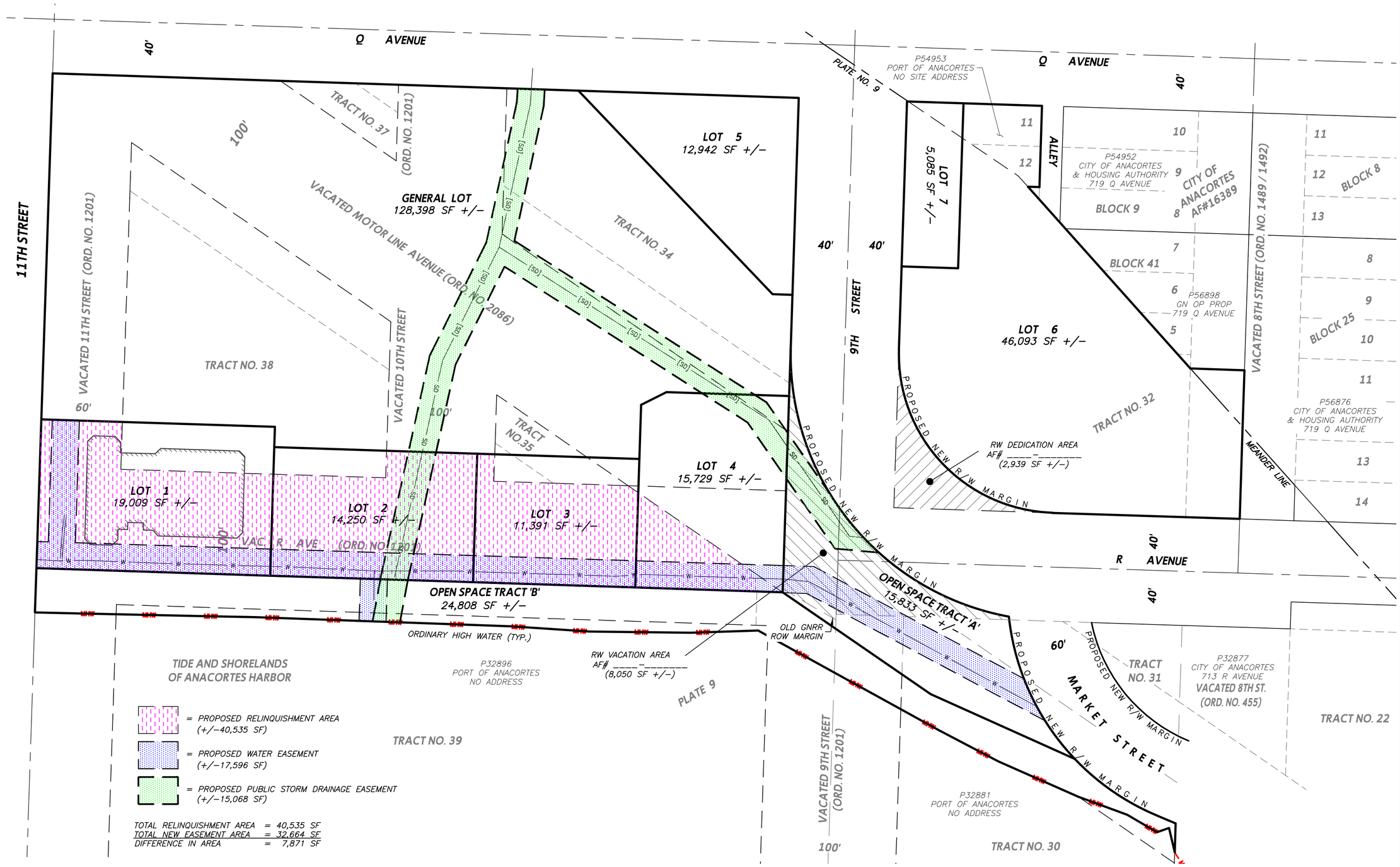
Perimeter: 1708.99' Area: 47419.18 Sq. Ft.

Error Closure: 0.0047 Course: N37.3802W (dms)
Error North: 0.00374 East: -0.00288

Precision 1: 363612.77

Cap Sante Upland Redevelopment Street Vacation Application—Easement and Easement Extinguishment Supporting Materials

WEST BASIN GENERAL AND SPECIFIC BINDING SITE PLAN #1
PROPOSED EASEMENT RELINQUISHMENTS AND DEDICATIONS



DATA	
DRAWN:	TJM
CHECKED:	ASM
DATE:	05/31/2023
DWG: 2022331_svX_BSP_Easement Reliq.dwg	
SCALE:	1" = 50'
JOB#:	2022331
FIELD BOOK:	XXX
SHEET 1 OF 1	

WEST BASIN
GENERAL AND SPECIFIC
BINDING SITE PLAN #1
PORT OF ANACORTES
100 COMMERCIAL AVENUE
ANACORTES, WA 98221

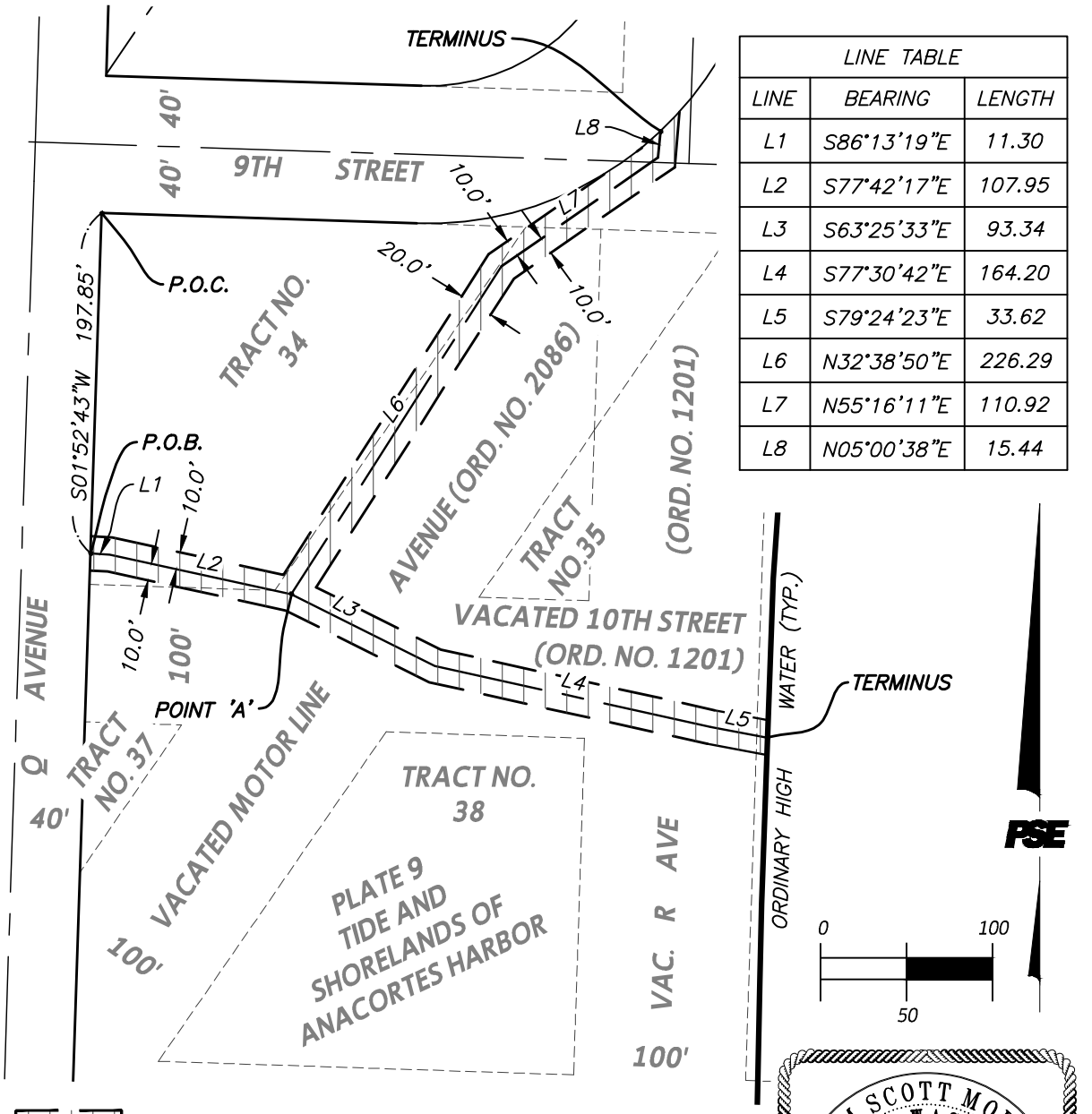
PACIFIC SURVEYING
& ENGINEERING, INC.
909 Squalicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

GRAPHIC SCALE
(US SURVEY FEET)
0 50
50 25 100
1 inch = 50 feet

ADAM SCOTT MORROW
STATE OF WASHINGTON
40525
REGISTERED
PROFESSIONAL LAND SURVEYOR

EXHIBIT '___'

SITUATE IN A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON



LINE TABLE		
LINE	BEARING	LENGTH
L1	S86°13'19"E	11.30
L2	S77°42'17"E	107.95
L3	S63°25'33"E	93.34
L4	S77°30'42"E	164.20
L5	S79°24'23"E	33.62
L6	N32°38'50"E	226.29
L7	N55°16'11"E	110.92
L8	N05°00'38"E	15.44

= 20' STORM DRAINAGE EASEMENT AREA

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STATE OF WASHINGTON
40525
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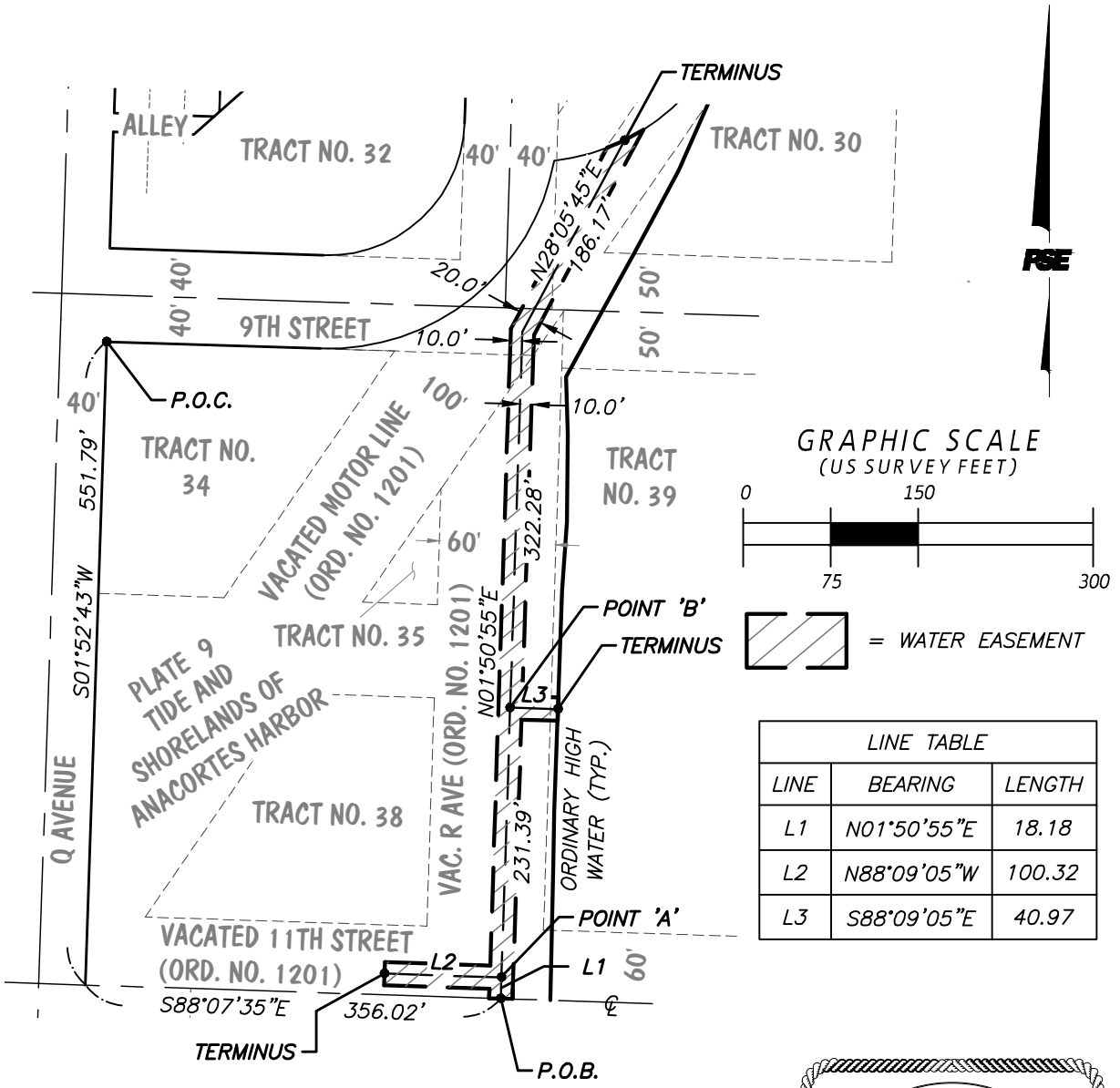
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

DWG: 2022331_svX_BSP_Easements.dwg DATE: 05/16/2023 JOB#: 2022331 SCALE: 1"=100' SHEET: 1 OF 1

EXHIBIT '___'

SITUATE IN A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON



LINE TABLE		
LINE	BEARING	LENGTH
L1	N01°50'55"E	18.18
L2	N88°09'05"W	100.32
L3	S88°09'05"E	40.97

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909 Squalicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

DWG: 2020064_svE_EASEMENTS_WATER_SOUTH.dwg DATE: 5/9/2023 JOB#: 2022331 SCALE: 1"=150' SHEET: 1 OF 1

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Phone 360.671.7387 Facsimile 360.671.4685 Email info@psesurvey.com

May 24, 2023

Attn: Steve Lange, Engineering Tech IV
City of Anacortes Public Works Department
904 6th Street
Anacortes, WA 98221

Dear Steve –

This is a written request on behalf of the Port of Anacortes for the relinquishment of a portion of the easement areas retained per the following City of Anacortes Road Vacation Ordinances:

… **Ordinance 1201**

The subject easements were reserved in the ordinance language, copies of which have been attached for reference. Maps of the easement relinquishment areas have also been provided. The Port is requesting that these easement reservations be expunged or extinguished in preparation for planned and future development of properties in the vicinity of the West Basin of Cap Sante Marina. Known public or franchise utilities located in the proposed easement relinquishment areas will be replaced by defined location easements as applicable.

The burdened properties are as follows: TP# P32881; P32885; P32895; P32886; P32887 & P32888

All of which are under the same ownership: Port of Anacortes
100 Commercial Ave
Anacortes, WA 98221

We appreciate your consideration. If you have any comments, questions or require further information, please do not hesitate to contact our office at (360) 671-7387.

Sincerely,
Pacific Surveying and Engineering

Adam Morrow, PLS
(Agent)

CC: Brenda Treadwell, Port of Anacortes

ORDINANCE NO. 1201

AN ORDINANCE vacating certain streets and alleys in the City of Anacortes, Washington.

WHEREAS, a petition praying for the vacation of certain streets and alleys in the City of Anacortes, Washington, was filed with the City Clerk by the Port of Anacortes, in which petition it was represented that the said Port of Anacortes owns all of the property abutting upon said streets and alleys sought to be vacated, and

WHEREAS, the City Council by Resolution fixed the time and place for the hearing of said Petition, and more than twenty (20) days prior to the date of said hearing notice thereof was duly posted and published according to law, and

WHEREAS, said hearing was duly held and there were no objections or protests entered or honored in connection with said Petition.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES DO ORDAIN AS FOLLOWS:

Section 1. That the following described streets and alleys in the City of Anacortes, Washington, hereby are declared to be vacated:

5th Street between the east line of S and the West line of T Avenues;

All of those portions of 7th, 8th, 9th, 11th and 13th Streets located on Plate 9 of Anacortes Tide and Shore Lands and east of the Great Northern Railway right of way;

All of those portions of 11th Street, 13th Street, Cap Sante Avenue, R Avenue, S Avenue, T Avenue, U Avenue and V Avenue located in Plate 10 of Anacortes Tide and Shore Lands and east of the Great Northern Railway right of way and north of the Cap Sante water way;

All of that portion of Motor Line Avenue lying east of the east line of the Great Northern Railway right of way;

All of that portion of R Avenue lying south of the ~~Great Northern Railway right of way~~, South Line of Motor line Avenue and North of North line of 13th St.

All of those portions of S Avenue, T Avenue, U Avenue and V Avenue lying in Plate 9 and south of the meander line;

The alleys in Blocks 6 and 11 of Bowman's Central Ship Harbor Water Front Plat;

provided, however, that the City of Anacortes reserves for itself forever the right to go upon said street for the purpose of excavation for sewer, water pipe or mains and/or any and all other utility lines, conduits or services, and to lay sewer pipe, water pipe or mains and any and all other utility lines, conduits or services, and to maintain, repair, renew and replace the same and perform any and all work in connection therewith appropriate for the welfare of the public.

15

Section 2. This Ordinance shall take effect and be in force from and after five (5) days after its publication.

Dated this 6 day of November, 1956.

CITY OF ANACORTES

By C. R. Pinson
C. R. Pinson, Mayor

ATTEST:

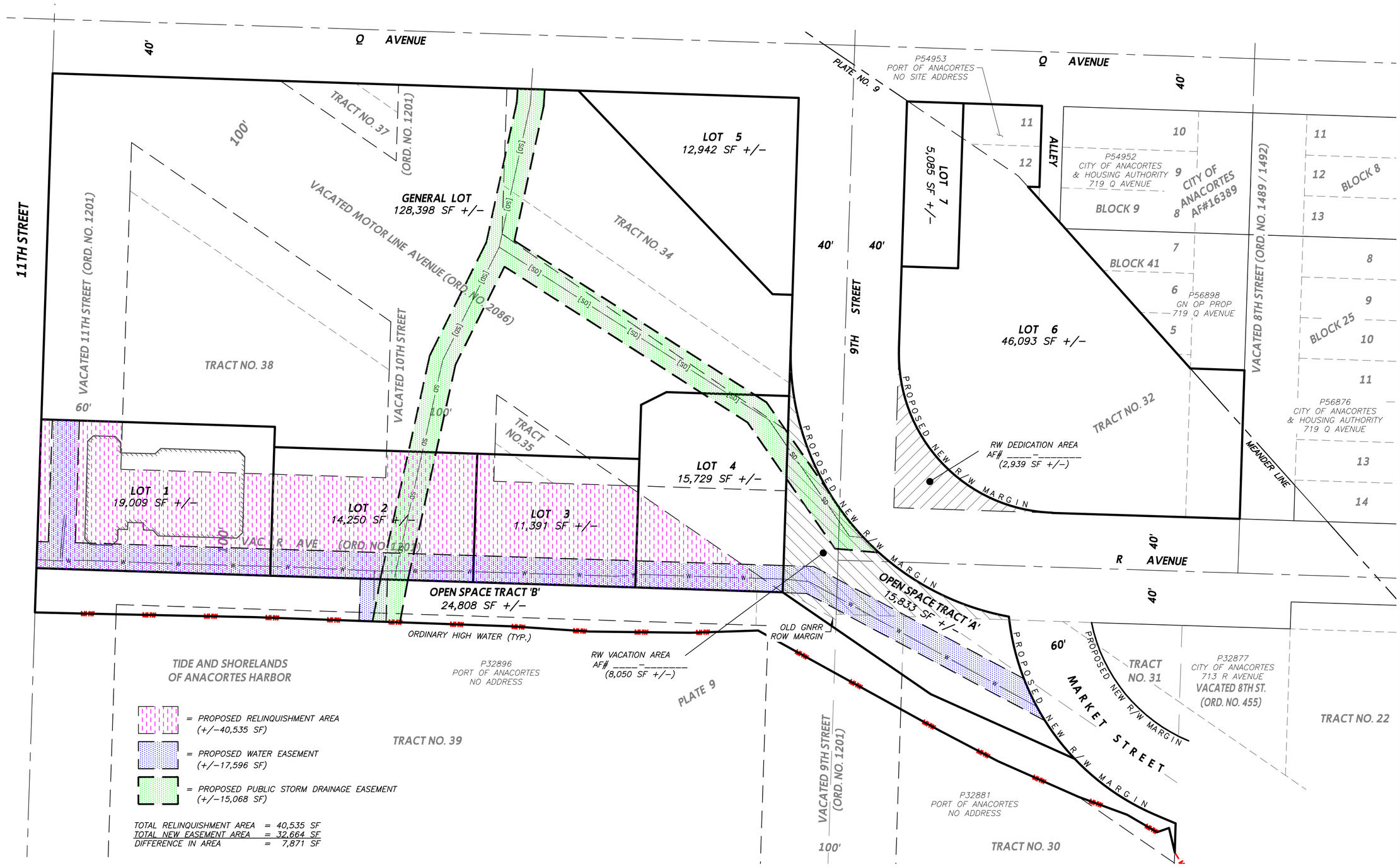
Frank D. Kimsey, Jr.
Frank D. Kimsey, Jr., City Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

W. V. Wells
W. V. Wells, City Attorney

WEST BASIN GENERAL AND SPECIFIC BINDING SITE PLAN #1
PROPOSED EASEMENT RELINQUISHMENTS AND DEDICATIONS



DATA	
DRAWN:	TJM
CHECKED:	ASM
DATE:	05/31/2023
DWG: 2022331_svX_BSP_Easement Reliq.dwg	
SCALE:	1" = 50'
JOB#:	2022331
FIELD BOOK:	XXX
SHEET 1 OF 1	

WEST BASIN
GENERAL AND SPECIFIC
BINDING SITE PLAN #1
PORT OF ANACORTES
100 COMMERCIAL AVENUE
ANACORTES, WA 98221

PACIFIC SURVEYING
& ENGINEERING, INC.
909 Squalicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
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GRAPHIC SCALE
(US SURVEY FEET)
0 50
50 25 100
1 inch = 50 feet

ADAM SCOTT MORROW
STATE OF WASHINGTON
40523
REGISTERED
PROFESSIONAL LAND SURVEYOR

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EXHIBIT '___'
STORMWATER EASEMENT

AN EASEMENT FOR STORMWATER IN PLATE 9, TIDE AND SHORELANDS OF ANACORTES HARBOR IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 34 OF SAID PLATE; THENCE ALONG THE WEST MARGIN OF SAID TRACT SOUTH 01°52'43" WEST, 197.85 FEET TO THE **POINT OF BEGINNING** THENCE SOUTH 86°13'19" EAST, 11.30 FEET; THENCE SOUTH 77°42'17" EAST, 107.95 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A'; THENCE SOUTH 63°25'33" EAST, 93.34 FEET; THENCE SOUTH 77°30'42" EAST, 164.20 FEET; THENCE SOUTH 79°24'23" EAST, 33.62 FEET TO THE **TERMINUS** OF SAID EASEMENT CENTERLINE.

TOGETHER WITH THE FOLLOWING 20-FOOT WIDE EASEMENT SEGMENT BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED "POINT A"; THENCE NORTH 32°38'50" EAST, 226.29 FEET; THENCE NORTH 55°16'11" EAST, 110.92 FEET; THENCE NORTH 05°00'38" EAST, 15.44 FEET TO THE SOUTH RIGHT-OF-WAY MARGIN OF 9TH STREET AND THE **TERMINUS** OF THIS CENTERLINE AND SEGMENT.

EASEMENT SIDELINES TO BE SHORTENED OR LENGTHENED TO MEET THE SOUTH MARGIN OF 9TH STREET.

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

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land surveying • civil engineering • consulting • environmental
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Phone 360.671.7387 Facsimile 360.671.4685 Email info@psesurvey.com

STORMWATER
LOT CLOSURES

North: 557283.2593' East: 1212438.8169'

Segment #1: Line

Course: S86.1319E (dms) Length: 10.22'
North: 557282.5858' East: 1212449.0147'

Segment #2: Line

Course: S77.4217E (dms) Length: 105.95'
North: 557260.0238' East: 1212552.5346'

Segment #3: Line

Course: S63.2533E (dms) Length: 93.33'
North: 557218.2721' East: 1212636.0048'

Segment #4: Line

Course: S77.3042E (dms) Length: 165.60'
North: 557182.4626' East: 1212797.6867'

Segment #5: Line

Course: S79.2423E (dms) Length: 35.29'
North: 557175.9748' East: 1212832.3752'

Segment #6: Line

Course: N02.0341E (dms) Length: 20.22'
North: 557196.1817' East: 1212833.1026'

Segment #7: Line

Course: N79.2423W (dms) Length: 31.96'
North: 557202.0573' East: 1212801.6873'

Segment #8: Line

Course: N77.3042W (dms) Length: 162.79'
North: 557237.2592' East: 1212642.7489'

Segment #9: Line

Course: N63.2533W (dms) Length: 80.99'
North: 557273.4905' East: 1212570.3150'

Segment #10: Line

Course: N32.3850E (dms) Length: 213.17'
North: 557452.9814' East: 1212685.3127'

Segment #11: Line

Course: N55.1611E (dms) Length: 113.61'
North: 557517.7066' East: 1212778.6823'

Segment #12: Line

Course: N05.0038E (dms) Length: 32.32'
North: 557549.9031' East: 1212781.5051'

Segment #13: Curve

Length: 30.23' Radius: 197.00'
Delta: 008.4733 (dms) Tangent: 15.15'
Chord: 30.20' Course: S46.2846W (dms)
Course In: N47.5500W (dms) Course Out: S39.0727E (dms)
RP North: 557681.9346' East: 1212635.2975'
End North: 557529.1059' East: 1212759.6051'

Segment #14: Line

Course: S05.0038W (dms) Length: 0.31'
North: 557528.7971' East: 1212759.5780'

Segment #15: Line

Course: S55.1611W (dms) Length: 3.28'
North: 557526.9284' East: 1212756.8824'

Segment #16: Curve

Length: 23.24' Radius: 197.00'
Delta: 006.4535 (dms) Tangent: 11.63'
Chord: 23.23' Course: S55.1611W (dms)
Course In: N38.0636W (dms) Course Out: S31.2101E (dms)
RP North: 557681.9334' East: 1212635.2992'
End North: 557513.6949' East: 1212737.7922'

Segment #17: Line

Course: S55.1611W (dms) Length: 81.72'
North: 557467.1378' East: 1212670.6312'

Segment #18: Line

Course: S32.3850W (dms) Length: 221.34'
North: 557280.7678' East: 1212551.2260'

Segment #19: Line

Course: N77.4217W (dms) Length: 101.74'
North: 557302.4333' East: 1212451.8196'

Segment #20: Line

Course: N86.1319W (dms) Length: 12.38'
North: 557303.2490' East: 1212439.4665'

Segment #21: Line

Course: S01.5243W (dms) Length: 20.01'
North: 557283.2498' East: 1212438.8105'

Perimeter: 1559.70' Area: 15068.48 Sq. Ft.
Error Closure: 0.0114 Course: S34.0428W (dms)
Error North: -0.00948 East: -0.00641

Precision 1: 136815.79

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Phone 360.671.7387 Facsimile 360.671.4685 Email info@psesurvey.com

EXHIBIT '___'
WATER EASEMENT

AN EASEMENT FOR WATER IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., BEING 20.00 FEET WIDE AND 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE RIGHT-OF-WAY INTERSECTION OF THE SOUTH MARGIN OF 9TH STREET WITH THE EAST MARGIN OF Q AVENUE; THENCE ALONG SAID EAST MARGIN AND THE EXTENSION THEREOF SOUTH 01°52'43" WEST, 551.79 FEET TO THE CENTERLINE OF VACATED 11TH STREET; THENCE ALONG THE CENTERLINE OF SAID VACATED STREET SOUTH 88°07'35" EAST, 356.02 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 01°50'55" EAST, 18.18 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'A'; THENCE CONTINUING NORTH 01°50'55" EAST, 231.39 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT 'B'; THENCE CONTINUING NORTH 01°50'55" EAST, 322.28 FEET; THENCE NORTH 28°05'45" EAST, 186.17 FEET TO THE SOUTH MARGIN OF MARKET STREET AND THE **TERMINUS** OF SAID EASEMENT CENTERLINE.

EASEMENT SIDELINES TO BE SHORTENED OR LENGTHENED TO MEET THE SOUTH MARGIN OF MARKET STREET.

TOGETHER WITH THE FOLLOWING 20-FOOT WIDE EASEMENT SEGMENT, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED "POINT A"; THENCE NORTH 88°09'05" WEST, 100.32 FEET TO THE **TERMINUS** OF THIS CENTERLINE AND SEGMENT.

ALSO TOGETHER WITH THE FOLLOWING 20-FOOT WIDE EASEMENT SEGMENT, BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE AFOREMENTIONED "POINT B"; THENCE SOUTH 88°09'05" EAST, 40.97 FEET TO THE **TERMINUS** OF THIS CENTERLINE AND SEGMENT.

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

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WATER
LOT CLOSURES

North: 555345.7002' East: 1211514.2656'

Segment #1: Line

Course: N01.5055E (dms) Length: 8.18'
North: 555353.8759' East: 1211514.5295'

Segment #2: Line

Course: N88.0905W (dms) Length: 90.32'
North: 555356.7895' East: 1211424.2565'

Segment #3: Line

Course: N01.5055E (dms) Length: 20.00'
North: 555376.7791' East: 1211424.9017'

Segment #4: Line

Course: S88.0905E (dms) Length: 90.32'
North: 555373.8655' East: 1211515.1747'

Segment #5: Line

Course: N01.5055E (dms) Length: 546.00'
North: 555919.5813' East: 1211532.7879'

Segment #6: Line

Course: N28.0545E (dms) Length: 175.79'
North: 556074.6564' East: 1211615.5758'

Segment #7: Curve

Length: 34.71' Radius: 180.00'
Delta: 011.0256 (dms) Tangent: 17.41'
Chord: 34.66' Course: N63.2027E (dms)
Course In: N21.0805W (dms) Course Out: S32.1101E (dms)
RP North: 556242.5488' East: 1211550.6746'
End North: 556090.2066' East: 1211646.5488'

Segment #8: Line

Course: S28.0545W (dms) Length: 199.43'
North: 555914.2772' East: 1211552.6277'

Segment #9: Line

Course: S01.5055W (dms) Length: 309.94'
North: 555604.4985' East: 1211542.6294'

Segment #10: Line

Course: S88.0905E (dms) Length: 31.01'
North: 555603.4981' East: 1211573.6233'

Segment #11: Line

Course: S02.0341W (dms) Length: 20.00'
North: 555583.5111' East: 1211572.9039'

Segment #12: Line

Course: N88.0905W (dms) Length: 30.94'
North: 555584.5092' East: 1211541.9800'

Segment #13: Line

Course: S01.5055W (dms) Length: 239.57'
North: 555345.0638' East: 1211534.2518'

Segment #14: Line

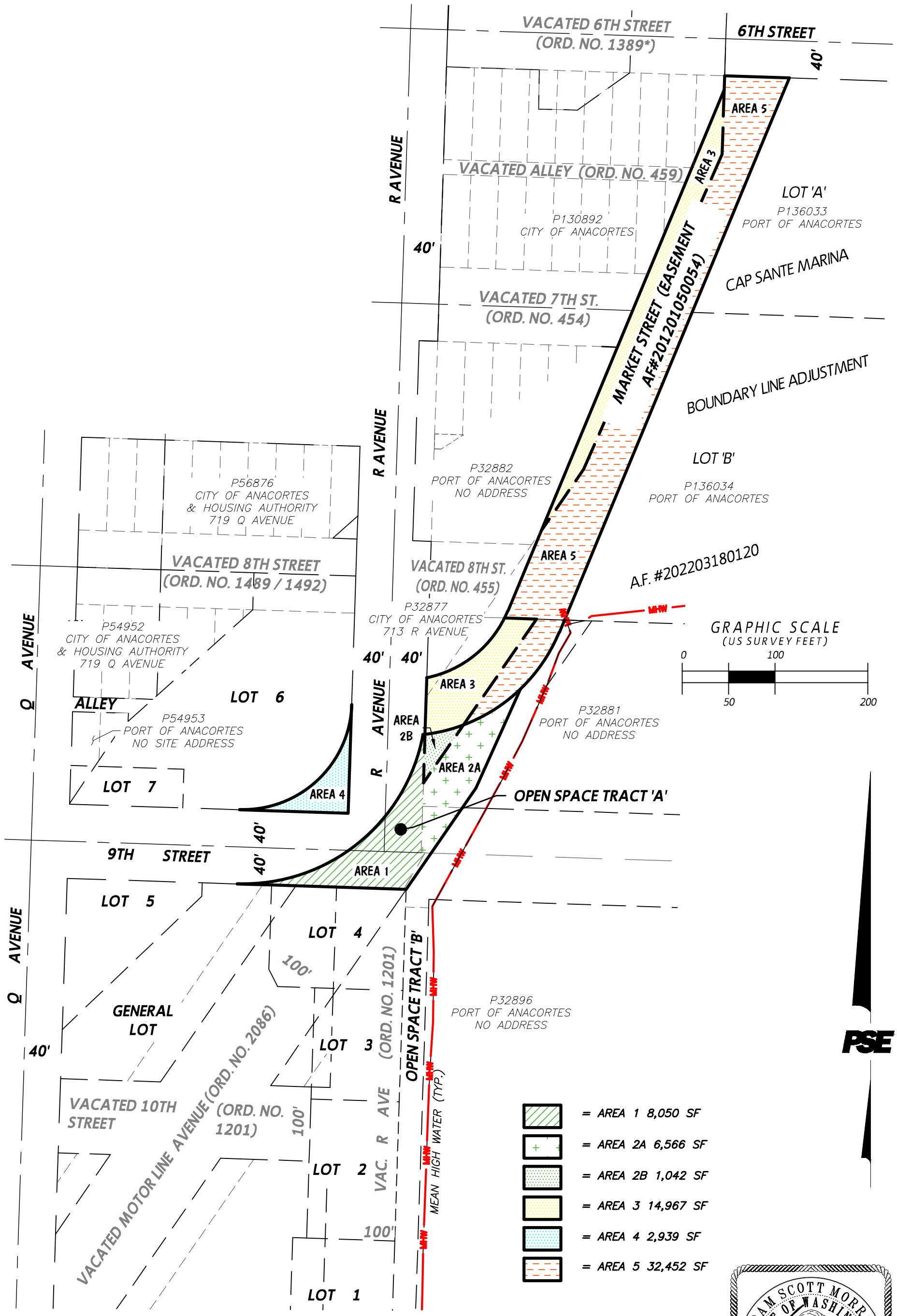
Course: N88.0905W (dms) Length: 20.00'
North: 555345.7090' East: 1211514.2622'

Perimeter: 1816.21' Area: 17595.66 Sq. Ft.
Error Closure: 0.0095 Course: N21.1151W (dms)
Error North: 0.00887 East: -0.00344

Precision 1: 191180.00

Cap Sante Upland Redevelopment Street Vacation Application—Vacation Request Supporting Materials

STREET VACATION AND TRANSACTIONS



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T: 360.671.7387 | F: 360.671.4685
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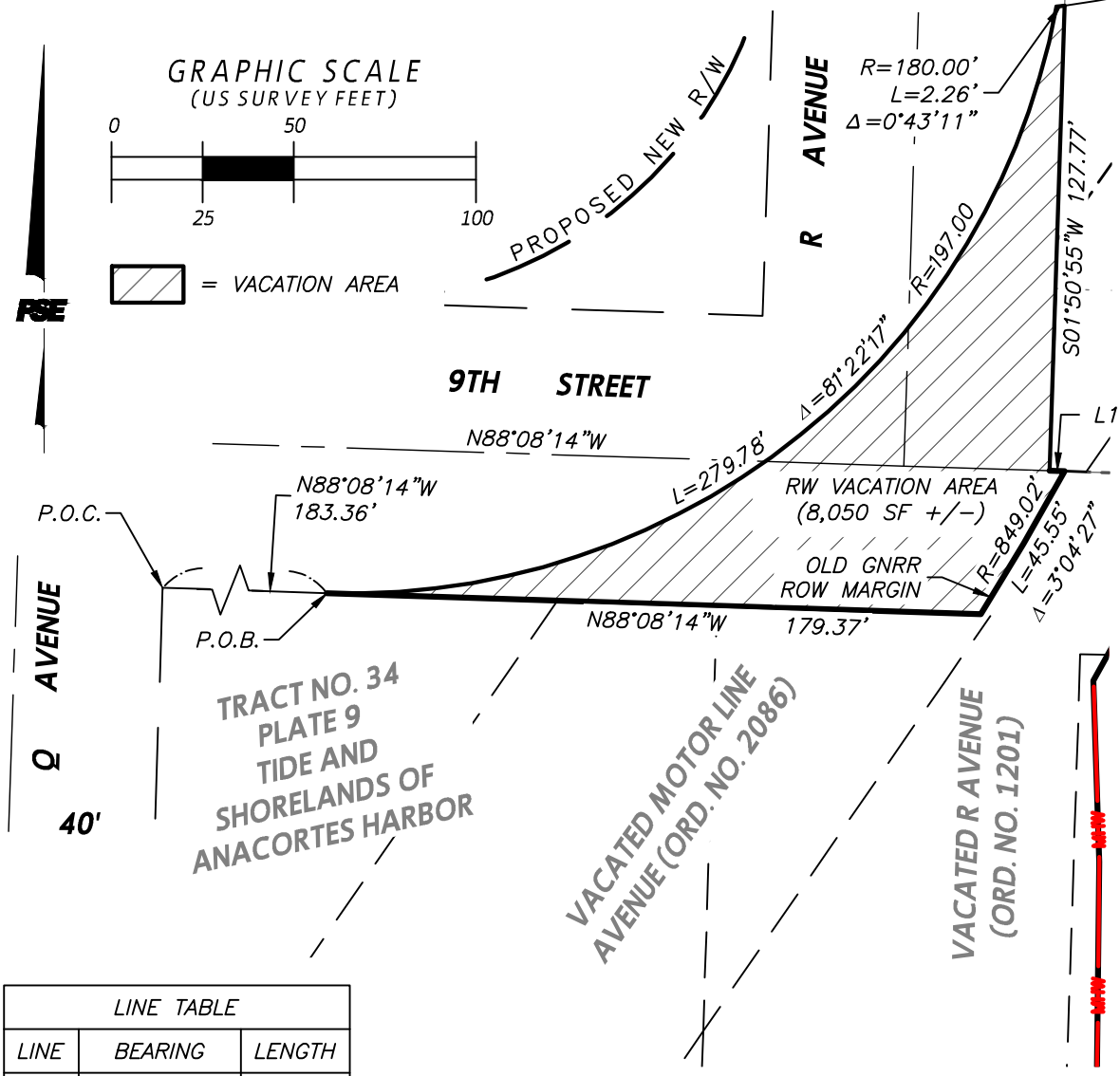
DWG: 2022331_svX_Street Vacations and Transactions.dwg DATE: 05/31/2023 JOB#: 2022331 SCALE: 1"=100' SHEET: 1 OF 1

EXHIBIT '___'

SITUATE IN A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON



LINE TABLE		
LINE	BEARING	LENGTH
L1	S88°08'14"E	4.11

PACIFIC SURVEYING & ENGINEERING, INC.
909 Squalicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

DWG: 2022331_svX_BSP_Vacation.dwg DATE: 05/22/2023 JOB#: 2022331 SCALE: 1"=50' SHEET: 1 OF 1

Petition for Street or Alley Vacation

Honorable Mayor and
Members of the City Council
Anacortes, WA

Ladies and Gentlemen:

The undersigned, owners of property abutting on the hereinafter described streets and/or alleys sought to be vacated, hereby petition your Honorable Body to vacate:

Portions of R Avenue and 9th Street described as follows:

That portion of Plate No. 9 Tide and Shorelands of Anacortes Harbor according to the map thereof in the office of the state land commissioner at Olympia, Washington also being in the southwest quarter of the southwest quarter of section 18, township 35 north, range 2 east, W.M., described as follows:
Commencing at the northwest corner of tract 34 of said plate; thence along the south margin of 9th Street south 88°08'14" east, 183.36 feet to the **point of beginning** also being a point of curvature, from which the radius point bears north 01°51'46" east a distance of 197.00 feet; thence northeasterly along said curve through a central angel of 81°22'17" a distance of 279.78 feet to a point of non-tangent curvature, from which the radius point bears north 06°07'47" west a distance of 180.00 feet; thence east along said curve through a central angle of 00°43'11" a distance of 2.26 feet to the east margin of R Avenue per said plate; thence along said margin and the extension thereof south 01°50'55" west, 127.77 feet to the centerline of 9th Street; thence along the centerline of said street south 88°08'14" east, 4.11 feet to the east margin of the GNRR right-of-way also being a point of curvature, from which the radius point bears north 61°06'08" west a distance of 849.02 feet; thence southwesterly along said curve through a central angel of 03°04'27" a distance of 45.55 feet to the south right of way margin of 9th Street; thence along said margin north 88° 08'14" west, 179.37 feet to the **point of beginning**.

Dated at Anacortes, Washington this 18 day of July, 2023.

The undersigned petitioners constitute more than two-thirds of the owners of said abutting property.

Signature of Property Owner and Mailing Address	Legal Description of Abutting Prop. (Lot) (Block)
_____	P32881 Tract 30 Plate No. 9 - Port of Anacortes
100 Commercial Ave	P32885 Tract 34 Plate No. 9 - Port of Anacortes
Anacortes, WA	P32886 Tract 34 Plate No. 9 - Port of Anacortes
98221	P32887 Tract 35 Plate No. 9 - Port of Anacortes

APPROVED
By Kevin Anderson at 11:24 am, Jul 18, 2023

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land surveying • civil engineering • consulting • environmental
909 Squalicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psesurvey.com

VACATION LEGAL DESCRIPTION

THAT PORTION OF PLATE NO. 9 TIDE AND SHORELANDS OF ANACORTES HARBOR ACCORDING TO THE MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON ALSO BEING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 34 OF SAID PLATE; THENCE ALONG THE SOUTH MARGIN OF 9TH STREET SOUTH 88°08'14" EAST, 183.36 FEET TO THE **POINT OF BEGINNING** ALSO BEING A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS NORTH 01°51'46" EAST A DISTANCE OF 197.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGEL OF 81°22'17" A DISTANCE OF 279.78 FEET TO A POINT OF NON-TANGENT CURVATURE, FROM WHICH THE RADIUS POINT BEARS NORTH 06°07'47" WEST A DISTANCE OF 180.00 FEET; THENCE EAST ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°43'11" A DISTANCE OF 2.26 FEET TO THE EAST MARGIN OF R AVENUE PER SAID PLATE; THENCE ALONG SAID MARGIN AND THE EXTENSION THEREOF SOUTH 01°50'55" WEST, 127.77 FEET TO THE CENTERLINE OF 9TH STREET; THENCE ALONG THE CENTERLINE OF SAID STREET SOUTH 88°08'14" EAST, 4.11 FEET TO THE EAST MARGIN OF THE GNRR RIGHT-OF-WAY ALSO BEING A POINT OF CURVATURE, FROM WHICH THE RADIUS POINT BEARS NORTH 61°06'08" WEST A DISTANCE OF 849.02 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGEL OF 03°04'27" A DISTANCE OF 45.55 FEET TO THE SOUTH RIGHT OF WAY MARGIN OF 9TH STREET; THENCE ALONG SAID MARGIN NORTH 88°08'14" WEST, 179.37 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 8,050 SQUARE FEET, MORE OR LESS.

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

Pacific Surveying & Engineering, Inc
land surveying • civil engineering • consulting • environmental
909 Squalicum Way #111, Bellingham, WA 98225
Phone 360.671.7387 Facsimile 360.671.4685 Email info@psesurvey.com

VACATION
LOT CLOSURES

End North: 557597.5435' East: 1211897.0867'

Segment #1: Curve

Length: 279.78' Radius: 197.00'
Delta: 081.2217 (dms) Tangent: 169.36'
Chord: 256.85' Course: N51.1038E (dms)
Course In: N01.5146E (dms) Course Out: S79.3031E (dms)
RP North: 557794.4394' East: 1211903.4903'
End North: 557758.5681' East: 1212097.1970'

Segment #2: Curve

Length: 2.26' Radius: 180.00'
Delta: 000.4311 (dms) Tangent: 1.13'
Chord: 2.26' Course: N83.3038E (dms)
Course In: N06.0747W (dms) Course Out: S06.5058E (dms)
RP North: 557937.5390' East: 1212077.9766'
End North: 557758.8237' East: 1212099.4435'

Segment #3: Line

Course: S01.5055W (dms) Length: 127.77'
North: 557631.1202' East: 1212095.3218'

Segment #4: Line

Course: S88.0814E (dms) Length: 4.11'
North: 557630.9866' East: 1212099.4296'

Segment #5: Curve

Length: 45.55' Radius: 849.02'
Delta: 003.0427 (dms) Tangent: 22.78'
Chord: 45.55' Course: S30.2605W (dms)
Course In: N61.0608W (dms) Course Out: S58.0141E (dms)
RP North: 558041.2742' East: 1211356.1268'
End North: 557591.7147' East: 1212076.3569'

Segment #6: Line

Course: N88.0814W (dms) Length: 179.37'
North: 557597.5453' East: 1211897.0816'

Perimeter: 638.85' Area: 8049.56 Sq. Ft.
Error Closure: 0.0053 Course: N70.3320W (dms)
Error North: 0.00178 East: -0.00504

Precision 1: 120535.85

100 Commercial Ave., Anacortes, WA 98221 | (360) 293-3134 | www.portofanacortes.com

July 19, 2023
Grace Pollard
Senior Planner
Planning, Community and Economic Development
P.O. Box 547
Anacortes, WA 98221

Re: **Framework Plan Application—Street Vacation Narrative**

Dear Ms. Pollard,

Summary:
The Port of Anacortes has submitted an application for Framework Plan review which, if approved, would also result in the realignment of Market Street, R Avenue and 9th Street. During this process, the Port proposes to dedicate the property within the Port's ownership of Market Street to the City and create a meaningful public open space area.

Figure 1: Vacations Vicinity Map

Vacations Requested
The proposed project site plan would necessitate the vacation of a portion of a City right of way and utility easements within the subject property.

Area 1. This portion of City right way would not be necessary for use as a travel way once the realignment of Market Street is completed. The vacated right of way consists of 8,050 sf and together with other properties would be identified as "Open Space Tract A" within a Binding Site Plan (BSP). (See Public Park Space and Street Realignment, below).

Utility Easements
Throughout the approved framework plan, including that portion of Market Street within the newly created open space area, unnecessary utility easements are requested to be vacated which are located within the subject property. New utility easements would be established consistent with the approved framework plan and memorialized on the BSP. Utility easements would also provide for existing City utilities located on Port property without the benefit of a recorded easement.

Comment: The vacation request provides significant public benefit by:

- *Creating a public shoreline viewing point and open space area*
- *Improving vehicular and pedestrian safety through the street realignment and sidewalk improvement*
- *Facilitating continued access for the heavy haul route*
- *The realignment furthers the goals and policies of the City's Shoreline Master Program by relocating roadways away from the waterfront where possible*

City Factors Considered in Right of Way Vacation Determinations (AMC 12.50.060)

1. Whether a change of use or vacation of the street or alley will provide a significant benefit to the public.
    - The realignment furthers the goals and policies of the City's Shoreline Master Program specific to transportation facilities by relocating roadways away from the waterfront where possible.
        - **Policy 8.13.4 Transportation Facilities** - Discourage the location of new roads in the shoreline jurisdiction.
        - **Policy 8.13.10 Transportation Facilities** - Road and railway development should be located as far inland from the land/water interface as feasible and should not interfere with other appropriate shoreline uses, or degrade shoreline areas.
        - **Policy 8.13.11 Transportation Facilities** - Design of roadways on shoreline areas should take advantage of scenic vistas and provide for viewpoints and rest and picnic sites in public areas.

    - The creation of the park permitted by this vacation will create a significant benefit to the public by furthering adopted City goals and policies in the Shoreline Master Program (SMP) including:
        - **Goal 4.2.B Shoreline Use Element** - To establish and implement policies and regulations for land uses that are consistent with the requirements of the Act, the Shoreline Master Program Guidelines, and the GMA, and which promote a mixture of reasonable and appropriate shoreline uses that enhance the City's character, emphasize its connection with marine trades, foster its historic and cultural identity, protect environmental resources, and achieve a net ecosystem improvement over time.
            - **Policy 4.2.5** Enhance public access and achieve no net loss of shoreline ecological functions by appropriately locating, designing, and operating all activities, development, and redevelopment

- **Policy 4.2.6** Develop existing public view and access easements to facilitate public access to the water and to the shoreline and pursue additional public access opportunities.

o **Goal 4.4.B Circulation Element** - To achieve safe, convenient, non-motorized-friendly, and diversified circulation systems to provide public access to the shoreline and efficient movement of people and goods, with minimum disruption to the shoreline environment and minimum conflict among shoreline uses and between shoreline users and abutting upland areas.

- **Policy 4.4.2** Motorized land transportation routes should be located as far as reasonably possible from the water's edge, except where needed to access water-dependent uses.
- **Policy 4.4.3** When possible, improve existing transportation facilities to enhance economic, recreational, and visual benefits to the public.

o **Goal 4.5.B Public Access Element** - To provide, maintain, and enhance a safe, convenient, and balanced system of public access, both physical and visual: a system that increases the amount and diversity of opportunity for the public to enjoy the shorelines of the state, including access for people with disabilities to the extent feasible, while respecting the rights of private ownership; a system that is respectful of fragile natural features of the shorelines; and, strives to maintain the character of the community.

- **Policy 4.5.1** Provide for public access to shorelines in City parks and recreation plans.
- **Policy 4.5.2** Use street ends abutting shorelines for public access and view easements, and develop lateral access along the waterfront connecting access points unless an alternative public access plan has been agreed to by the City.
- **Policy 4.5.9** Promote a coordinated system of connected pathways, sidewalks, passageways between buildings, beach walks, and shoreline access points that increase the amount and diversity of opportunities for walking and chances for personal discoveries.

o **Goal 4.6.B Recreational Element** - To develop and maintain appropriate public and private recreational opportunities that are compatible with adjacent uses and that minimize and mitigate for disruption and degradation of the shoreline environment, recognizing the importance of existing park, trail, and recreation areas.

- **Policy 4.6.10** Unique shoreline recreational areas and vistas should be preserved for future generations.

o **Goal 4.7.b Conservation Element** - To preserve, protect, enhance and restore shoreline natural resources including scenic vistas, aesthetics, estuaries, beaches, shorelines, fragile ecological areas, fish and wildlife habitats, native vegetation and landforms, water, and air.

- **Policy 4.7.14** Existing street rights-of-way or utility easements which offer physical or visual access to the shorelines or water body should be maintained in public ownership for resource conservation and as a recreational and public view resource.

- **Section 5.10 Urban Designation | Purpose** – The purpose of the Urban designation is to provide for commercial, industrial, and recreational uses; residential uses in some locations; and public land uses while seeking opportunities for protection and restoration of ecological functions.
    - **Policy 5.10.2 Design Element** – Encourage uses that enhance ecological functions and/or enhance opportunities for the public use and enjoyment of the shoreline; new development shall not cause a net loss of shoreline ecological functions.
    - **Policy 5.10.7 Public Access Policy** – Encourage designs that enhance pedestrian traffic without impeding vehicular traffic through the use of paving textures, fencing, landscaping, and signage that make a greater distinction between automobile traffic and pedestrian circulation systems.

- **Section 7.3 Shoreline Public Access Policies**
    - **Policy 7.3.1 –** Seek to maintain and enhance public access, both physical and visual, throughout the City's shoreline. Access should be provided for a range of users including pedestrians, bicyclists, boaters and, to the extent feasible, people with disabilities. Access opportunities should be varied, ranging from urban water walks to viewing platforms of natural areas. Encourage the use of public access facilities to actively educate and inform the public on the importance of environmental protection of the shoreline jurisdiction...
    - **Policy 7.3.4** – Seek a public pedestrian walkway system along the waterfront utilizing a combination of natural beaches, pathways, piers, wharves, street-ends, sidewalks, stairways, or other improvements. Although it may not be feasible for the walkway system to be continuous along the water's edge throughout the entire area, it should promote quality pedestrian access to and along major portions of the waterfront...
    - **Policy 7.3.9 Street Ends** – Encourage the use of street ends and other publicly owned or controlled lands to increase public access to shoreline areas.
    - **Policy 7.3.10 Street Ends** – Develop street-end access and viewpoints. Improvements to and linkages between these street-ends should be determined by the physical characteristics of the shorelines, existing development patterns, potential for structural improvements, and other factors relevant to developing a continuous pedestrian system.
    - **Policy 7.3.14 Design** – Public access improvements should be designed and constructed to: a. Look and "feel" welcoming to the public and be useable by the greatest number and diversity of people including, to the extent possible, the physically handicapped; b. Connect to public areas, street-ends and other pedestrian or public thoroughfares; … g. Provide for public safety and minimize potential impacts to private property and individual privacy and security.

- The establishment of the park resulting from this vacation will create a significant benefit to the public by furthering adopted City goals and policies in the City of Anacortes Comprehensive Plan (Comp Plan) including:

    - **Land Use Goal LU-2 Community Design** – Promote compatible pedestrian-oriented development that respects Anacortes's historic character and small-town scale while strengthening its unique marine identity.

- **Policy LU-2.2.A** – Recognize that the character of public rights of way play a role in determining community character. Wherever feasible, promote complete streets and incorporate streetscape improvements, such as wayfinding signs, lighting, public art, enhanced landscaping and street furniture, to enhance community character.
- **Land Use Policy LU-2.2.D** – Locate and design public spaces that reflect and enhance Anacortes's character and function as welcoming formal and informal gathering spaces.

o **Land Use Goal LU-5 Community Gathering Space** – Preserve and develop inviting and distinct gathering spaces, with the greatest emphasis in Downtown and commercial areas.

o **Parks, Recreation & Open Space Goal PR-1** – Provide a range of high quality and easily accessible park and recreational areas, facilities and opportunities that will serve a wide range of age groups, recreational interest and ability levels.

o **Parks, Recreation & Open Space Goal PR-2** – Increase the opportunities for public access to and enjoyment of the shoreline of Anacortes, including both physical and visual access.

- **Policy PR-2.3** – Work with the Port of Anacortes to develop and interconnect Cap Sante Marina and surrounding areas including: a. Continuing to support transient moorage facilities, b. Developing a public fishing pier, c. Enhancing landscaping, roadways, signage and pedestrian walkways, and d. Developing a small boating facility and associated parking.
- **Policy PR-2.5** – City owned rights-of-way or street ends that afford access to, or views of, marine shorelines should be evaluated for suitability as street end parks and/or wildlife corridors and developed as such if appropriate.

o **Transportation Goal T-1 Operations, Maintenance, Management and Safety** – As a high priority, maintain, preserve, and operate the city's Transportation system in a safe and functional state.

o **Transportation Goal T-2** – Greater safety, options and mobility. Invest in Transportation systems that offer greater options, mobility and access in support of the City's growth strategy.

2. Whether the street or alley is neither currently required for public use or public access nor anticipated to be needed for public use or access in the future;

- The vacated street will be improved, as a waterfront open space /park
- Public vehicle access will not be harmed, and in fact, will be improved if the street vacation is approved. The vacation of the street will not terminate vehicular traffic on 9th Street, R Avenue, or Market Street because this intersection will be re-aligned around the new public park. This new alignment of the intersection of Market Street to R Avenue and R Avenue to 9th Street will improve traffic flow and reduce hazards that exist with the current roadway system.

3. Whether the substitution of a new and different public way would be more useful to the public;

- The proposed park is more useful to the public than the current use because it adds a new use as park space without diminishing the current use, a roadway, because Market Street will be re-routed maintaining vehicular access. Moreover, by re-routing Market Street, the City replaces the existing problematic intersection of Market Street, R Avenue and 9th Street, with an improved

design, thereby improving traffic control and flow in this area and reducing risks of vehicular accidents.

4. Whether possible future public uses may require the right of way;
   - With approval and implementation of the Cap Sante West Basin Development Plan, the vacated right of way would simply be relocated, maintaining both city traffic and pedestrian access while improving public access to *and recreation near* the shoreline.

Other Factors: Vacation of Waterfront Streets (AMC 12.50.090)
The city shall not vacate a street or alley if any portion of the street or alley abuts a body of salt or fresh water unless:

1. The vacation is sought to enable the city to acquire the property for Port purposes, beach or water access purposes, boat moorage or launching sites, park, public view, recreation, educational purposes, or other public uses;

2. The City Council, by resolution, declares that the street or alley is not presently being used as a street or alley and that the street or alley is not suitable for any of the following purposes: Port, beach or water access, pedestrian and wildlife corridors, boat moorage, launching sites, park, public view, recreation, or education; or

3. The vacation is sought to enable the city to implement a plan, adopted by resolution or ordinance, that provides comparable or improved public access to the same shoreline area to which the street or alley sought to be vacated abuts, had the properties included in the plan not been vacated.

Comment: The requested vacation does not abut salt water. The "Open Space Tract" identified as Tract A on the Binding Site Plan (Exhibit A) is located between the requested vacation area and Cap Sante Marina. Even though the requirements in AMC 12.50.090 do not strictly apply to this vacation, the Port of Anacortes's vacation request and framework plan furthers the City requirements in AMC 12.50.090 by creating a public space adjacent to the waterfront that will preserve public view points, and offer recreational and public uses in a larger park area than currently exists. Additionally, after the vacation, vehicular traffic will continue to have a comparable access for Market Street, with a design facilitating improved traffic flow and enhanced safety.

AMC 12.50.090 E
Moneys received from the vacation of a street or alley abutting a body of fresh or salt water may be used by the city only for the purpose of acquiring additional beach or water access, acquiring additional public view sites to a body of water, or acquiring additional moorage or launching sites.

Comment: While the provisions of AMC 12.50.090 do not strictly apply to this vacation request, the Port respectfully requests that any Port expenditure found necessary to accomplish the vacation of City right of way be reserved by the City to offset the Port's acquisition from the City of Area 2B shown on the Vacation and Transaction Map (Exhibit B) for future improvements within the proposed park area.

<u>Proposed Non-Vacation Transactions</u>
(See Street Vacation and Transactions Map Exhibit B)
The reconfiguration of the 9th Street, R Avenue and Market Street intersection proposed in the Framework Site Plan and BSP necessitates the City and the Port undertake the below identified transactions, in addition to the requested vacation of Area 1. These transactions should be approved through the appropriate independent processes (not the vacation ordinance process), but are outlined in this narrative in order to provide a

comprehensive overview of the steps necessary to make the reconfiguration envisioned in the Framework Site Plan a reality. The non-variance transaction are as follows:

1. New Market Street Alignment
To complete the revised R Avenue / Market Street intersection as shown in the Framework Site Plan, the following would have to be accomplished.

- **Area 3.** Dedication by the City of Anacortes of a portion (approximately 5,000 sf +/-) of Jim Rice Park not currently encumbered by the street easement. The right of way dedication would create a 90-degree Market Street intersection with R Avenue; improving traffic visibility and safety.
- **Area 4.** Dedication by the Port of Anacortes of 2,939 sf at the corner of 9th Street and R Avenue. The resulting radius would facilitate everyday traffic flow along 9th Street and R Avenue while providing for an easy transition for large vehicle loads utilizing the realigned "heavy haul" route.

2. Formal Dedication of Market Street
Market Street is designated by the City as a minor arterial. The majority of the street is located within an easement on property owned by the Port. The Port will be improving Market Street along its eastern side with a bike lane, curb, gutter, sidewalk, and landscaping in conjunction with Port projects scheduled for 2023.

- The Port of Anacortes proposes to dedicate the underlying property within the Market Street easement to the City following construction. This area totals 32,452 sf.
- Approximately 10,000 sf +/- along the west side of Market Street lies within an easement on City property which could also be dedicated by the City as a formal street right of way if desired.

Construction of Realigned City Streets
The Port of Anacortes would construct the realigned city street during the initial phase of the approved Cap Sante West Basin Redevelopment Plan. A shoreline substantial development permit application has been submitted for this phase.

3. Creation of a Public Space Tract
In addition to the proposed vacation right of way identified as Area 1, the open space tract would also contain:

- **Area 2a.** 6,566 sf of property currently owned by the Port
- **Area 2b.** A "stranded" portion of Jim Rice Park consisting of 1,042 sf. due to the realignment.

The proposed public space tract would total approximately 15,833 sf and would lie adjacent to property planned for the Cap Sante Esplanade

The Port anticipates applying for grant assistance for the amenities in Tract A and would make improvements to the tract in the immediate future.

Total City and Port Dedications and Property Transfers
Total City of Anacortes Right of Way Dedications and Property Transfers amount to 24,059 sf. This total includes 14,967 sf for the dedicated realignment of Market Street from R Avenue to 6th Street and 8,050 sf of vacated street right of way to become part of the new Park Tract (Open Space Tract A on the Binding Site Plan). In addition, another 1,042 sf of existing park property (portion of Jim Rice Park orphaned by the new

road) will be transferred to Port ownership and attached to the new Park Tract (Open Space Tract A on the Binding Site Plan).

Total Port of Anacortes Right of Way Dedications and Property Transfers amount to 35,391 sf, which includes 32,452 sf for the realignment of Market Street from R Avenue to 6th Street and 2,939 sf of street dedication for the realignment of the 9th Street and R Avenue intersection. In addition, and resulting from the transactions described above, the Port will reserve 15,833 sf of Port owned property for the new Park to be located at the terminus of 9th Street (Open Space Tract A on the Binding Site Plan).

Attached Exhibits:

Exhibit A – Binding Site Plan Map
Exhibit B – Vacation and Transactions Map
Exhibit C – Plat of Anacortes
Exhibit D – Port of Anacortes Title Report
Exhibit E – City of Anacortes Title Report

Exhibit A: Binding Site Plan Map

WEST BASIN GENERAL AND SPECIFIC BINDING SITE PLAN #1

SITUATE IN A PORTION OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH,
RANGE 2 EAST, W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED COMMISSIONERS OF THE PORT OF ANACORTES, A MUNICIPAL CORPORATION, OWNER OF THE LAND HEREBY PLATTED, DECLARE THIS SUBDIVISION, KNOWN AS "WEST BASIN GENERAL AND SPECIFIC BINDING SITE PLAN #1", AS THEIR FREE AND VOLUNTARY ACT FOR THE USES SHOWN HEREON.
THIS _____ DAY OF _____, 20

_____
DANIEL C. WORRA
EXECUTIVE DIRECTOR OF THE PORT OF ANACORTES

ACKNOWLEDGMENT

STATE OF WASHINGTON }
COUNTY OF SKAGIT } SS

I HEREBY CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ _____IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF _____ TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____, 2023.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

MY COMMISSION EXPIRES _____

DEVELOPER

PORT OF ANACORTES
100 COMMERCIAL AVENUE
ANACORTES, WA 98221

DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

I HEREBY CERTIFY THAT THIS BINDING SITE PLAN HAS BEEN EXAMINED FOR CONFORMANCE WITH APPLICABLE STATE STATUTES AND CITY ORDINANCES TOGETHER WITH A REVIEW OF THE TECHNICAL INFORMATION SHOWN THEREON AND IS HEREBY APPROVED BY THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT THIS _____ DAY OF _____, 20____.

_____
PLANNING AND COMMUNITY DEVELOPMENT, ANACORTES DATE

LEGAL DESCRIPTION:

(PER FIRST AMERICAN TITLE INSURANCE COMPANY GUARANTEE NUMBER 5003353-0003654E AND 5003353-0003652E DATED MARCH 15, 2023)

PARCEL "A": (P54953)

LOTS 11 AND 12, BLOCK 9, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGES 4 THROUGH 7, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "B": (P32883)

TRACT 32, PLATE NO. 9, TIDE AND SHORELANDS, SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M.

TOGETHER WITH THAT PORTION OF VACATED 8TH STREET THAT ATTACHES BY OPERATION OF LAW, AND SET FORTH IN VACATION ORDINANCE NO. 2023 AND RECORDED JANUARY 8, 1987, UNDER AUDITOR'S FILE NO. 8701080055.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

PARCEL "C": (P32881, P32885, P32886, P32887, P32888, P32893, P32894, P32895, P32896)

TRACTS 35, 38 AND 39, PLATE 9, TIDE AND SHORE LANDS OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., ANACORTES HARBOR, ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON, ALSO KNOWN AS ANACORTES TIDELANDS PLATE 9;

TOGETHER WITH TRACT 34, PLATE 9, TIDE AND SHORE LANDS OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., ANACORTES HARBOR, ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON, ALSO KNOWN AS ANACORTES TIDELANDS PLATE 9; TOGETHER WITH ANY VACATED STREET OR ALLEY, WHICH UPON VACATION REVERTED TO SAID PREMISES BY OPERATION OF LAW;

TOGETHER WITH TRACT 30, PLATE 9. TIDE AND SHORE LANDS OF SECTION 18, TOWNSHIP 35, NORTH, RANGE 2 EAST, W.M., ANACORTES HARBOR, ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON, ALSO KNOWN AS ANACORTES TIDELANDS PLATE 9; TOGETHER WITH SOUTH HALF OF VACATED 8TH STREET, WHICH UPON VACATION REVERTED TO SAID PREMISES BY OPERATION;

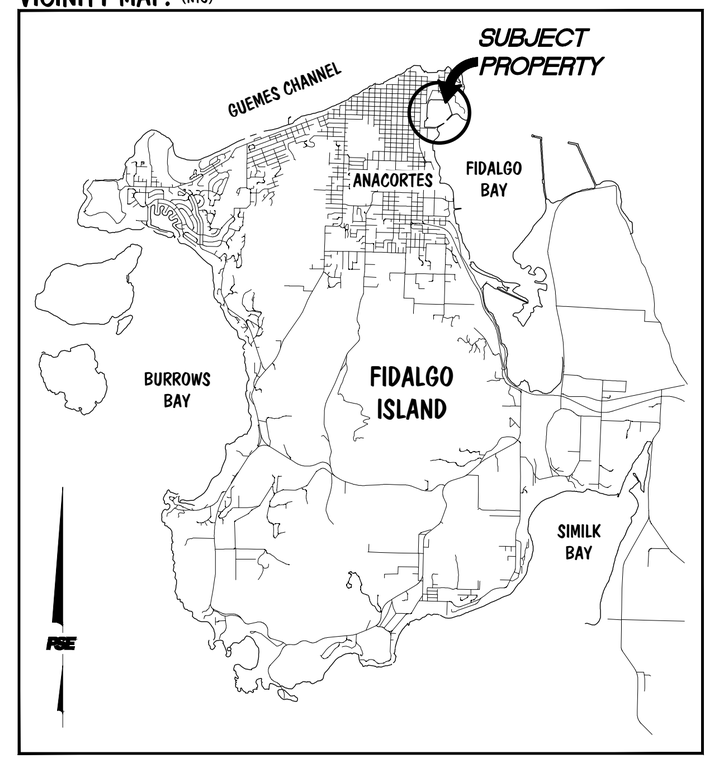
AND ALSO TOGETHER WITH TRACT 37, PLATE 9, TIDE AND SHORE LANDS OF SECTION 18, TOWNSHIP 35. NORTH, RANGE 2 EAST, W.M., ANACORTES HARBOR, ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON, ALSO KNOWN AS ANACORTES TIDELANDS, PLATE 9;
TOGETHER WITH ANY VACATED STREET OR ALLEY, WHICH UPON VACATION REVERTED TO SAID PREMISES BY OPERATION OF LAW.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

SURVEY NOTES:

1. DATA FOR THIS SURVEY WAS GATHERED BY FIELD TRAVERSE UTILIZING ELECTRONIC DATA COLLECTION IN NOVEMBER & DECEMBER OF 2018 AND FEBRUARY 2021.
2. EQUIPMENT USED: THEOMAT 00'01.5" ; EDM: ± 2 PPM, ± 3 MM
3. HORIZONTAL DATUM & BASIS OF BEARINGS: NORTH AMERICAN DATUM OF 1983 WITH THE 1991 ADJUSTMENT (NAD 83/91) STATE PLANE COORDINATE SYSTEM (SPCS), WASHINGTON NORTH ZONE, BASED ON SURVEY CONTROL PROVIDED BY THE PORT OF ANACORTES.
4. CURRENT TITLE REPORTS WERE PROVIDED FOR THIS SURVEY. EASEMENTS AND/OR TITLE ENCUMBRANCES MAY EXIST THAT ARE NOT NOTED THEREIN. THIS MAP IS RELIANT ON THE PROPERTY DESCRIPTIONS AND ENCUMBRANCES DETAILED IN THE TITLE REPORT.
5. ORDINARY HIGH WATER MARK OF CAP SANTE MARINA WAS FLAGGED BY GEOENGINEERS AND SURVEYED BY PACIFIC SURVEYING IN SEPT. 2018.

VICINITY MAP: (NTS)



AUDITOR'S CERTIFICATE
Filed for record this day of , 20 at
in book of surveys at page at the request of
PACIFIC SURVEYING AND ENGINEERING SERVICES INC.

_____
County Auditor
AUDITOR'S FILE NO.: _____

DATA	
DRAWN:	TJM
CHECKED:	ASM
DATE:	05/31/2023
DWG:	2022331_svX_BSP_221123.dwg
SCALE:	N/A
JOB#:	2022331
FIELD BOOK:	XXX
SHEET 1 OF 2	

WEST BASIN
GENERAL AND SPECIFIC
BINDING SITE PLAN #1
PORT OF ANACORTES
100 COMMERCIAL AVENUE
ANACORTES, WA 98221

PACIFIC SURVEYING
& ENGINEERING, INC.
909 Squalicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

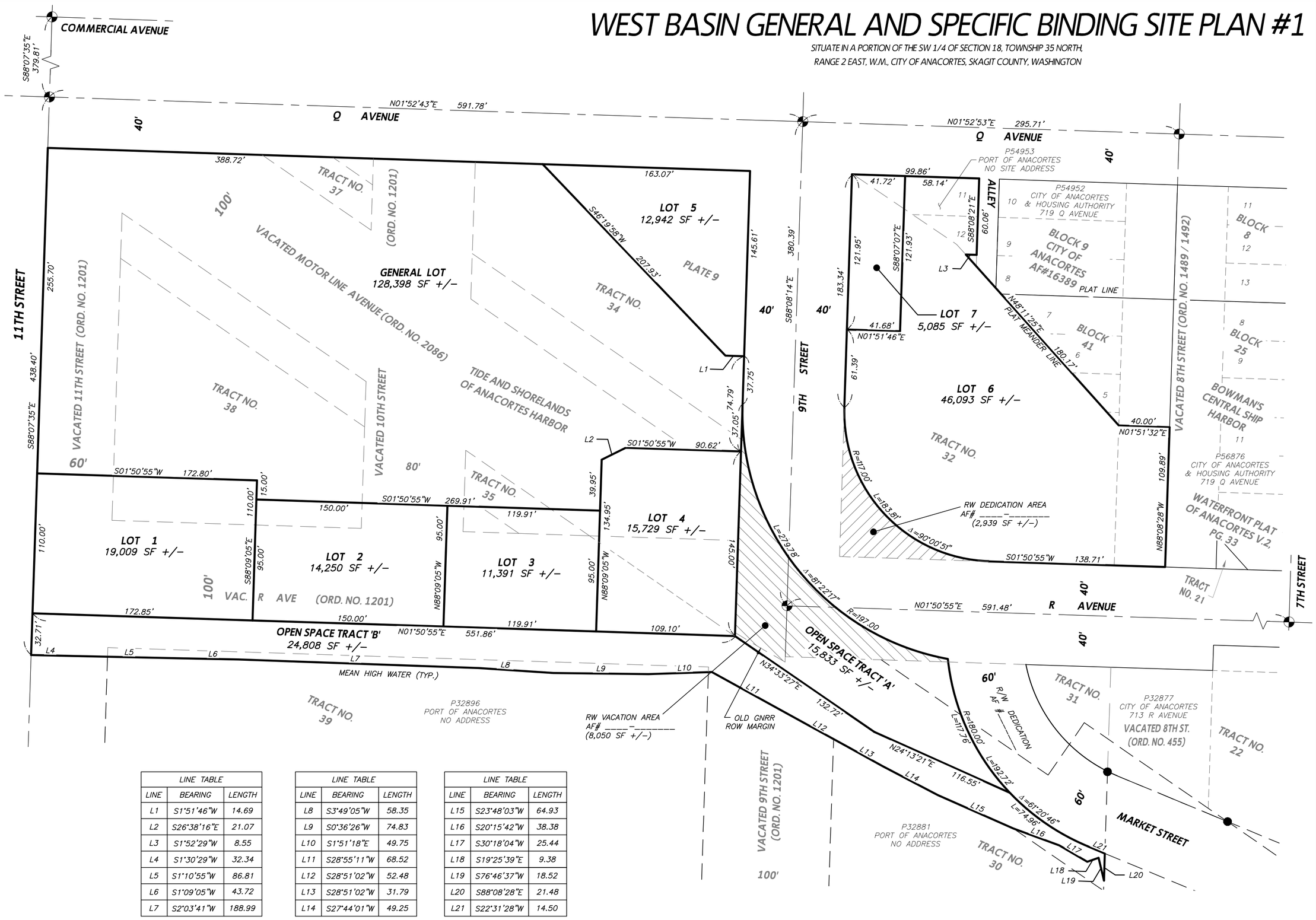
SURVEYOR'S CERTIFICATE
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of PORT OF ANACORTES in APRIL 2023.

_____
Certificate No.: 40525 Date

ADAM SCOTT MORROW
STATE OF WASHINGTON
40525
REGISTERED
PROFESSIONAL LAND SURVEYOR

WEST BASIN GENERAL AND SPECIFIC BINDING SITE PLAN #1

SITUATE IN A PORTION OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH,
RANGE 2 EAST, W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON



LINE TABLE		
LINE	BEARING	LENGTH
L1	S1°51'46"W	14.69
L2	S26°38'16"E	21.07
L3	S1°52'29"W	8.55
L4	S1°30'29"W	32.34
L5	S1°10'55"W	86.81
L6	S1°09'05"W	43.72
L7	S2°03'41"W	188.99

LINE TABLE		
LINE	BEARING	LENGTH
L8	S3°49'05"W	58.35
L9	S0°36'26"W	74.83
L10	S1°51'18"E	49.75
L11	S28°55'11"W	68.52
L12	S28°51'02"W	52.48
L13	S28°51'02"W	31.79
L14	S27°44'01"W	49.25

LINE TABLE		
LINE	BEARING	LENGTH
L15	S23°48'03"W	64.93
L16	S20°15'42"W	38.38
L17	S30°18'04"W	25.44
L18	S19°25'39"E	9.38
L19	S76°46'37"W	18.52
L20	S88°08'28"E	21.48
L21	S22°31'28"W	14.50

DATA	
DRAWN:	TJM
CHECKED:	ASM
DATE:	05/31/2023
DWG: 2022331_svX_BSP_221123.dwg	
SCALE:	1" = 50'
JOB#:	2022331
FIELD BOOK:	XXX
SHEET 2 OF 2	

WEST BASIN
GENERAL AND SPECIFIC
BINDING SITE PLAN #1

PORT OF ANACORTES
100 COMMERCIAL AVENUE
ANACORTES, WA 98221

PACIFIC SURVEYING
& ENGINEERING, INC.
909 Squalicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

SYMBOL LEGEND

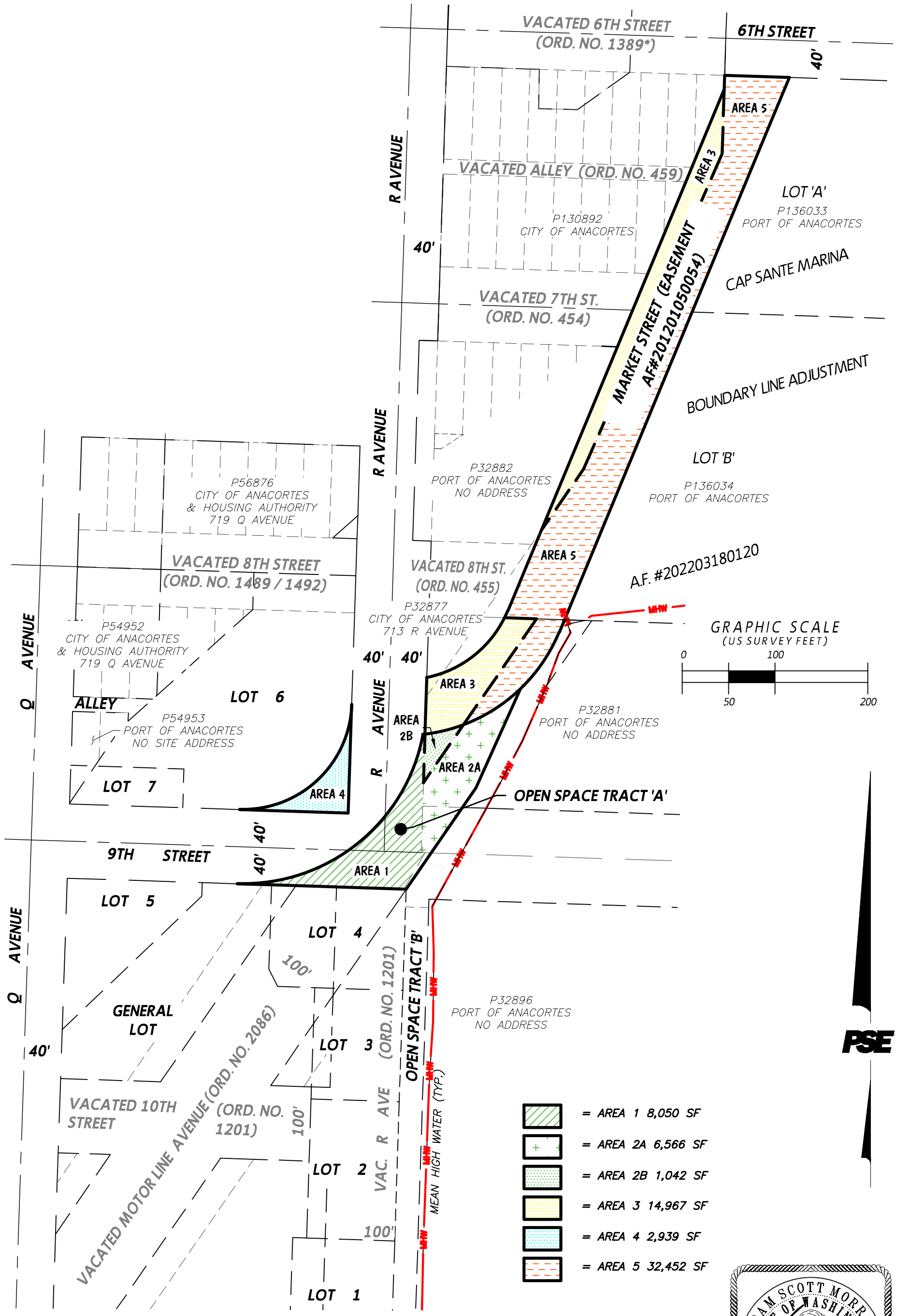
= EXISTING MONUMENT

GRAPHIC SCALE
(US SURVEY FEET)
0 50
50 25 100
1 inch = 50 feet

ADAM SCOTT MORROW
STATE OF WASHINGTON
40523
REGISTERED
PROFESSIONAL LAND SURVEYOR

Exhibit B: Vacation and Transaction Map

STREET VACATION AND TRANSACTIONS



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ADAM SCOTT MORROW
STATE OF WASHINGTON
40523
REGISTERED
PROFESSIONAL LAND SURVEYOR

DWG: 2022331_svX_Street Vacations and Transactions.dwg DATE: 05/31/2023 JOB#: 2022331 SCALE: 1"=100' SHEET: 1 OF 1

Exhibit C: Plats

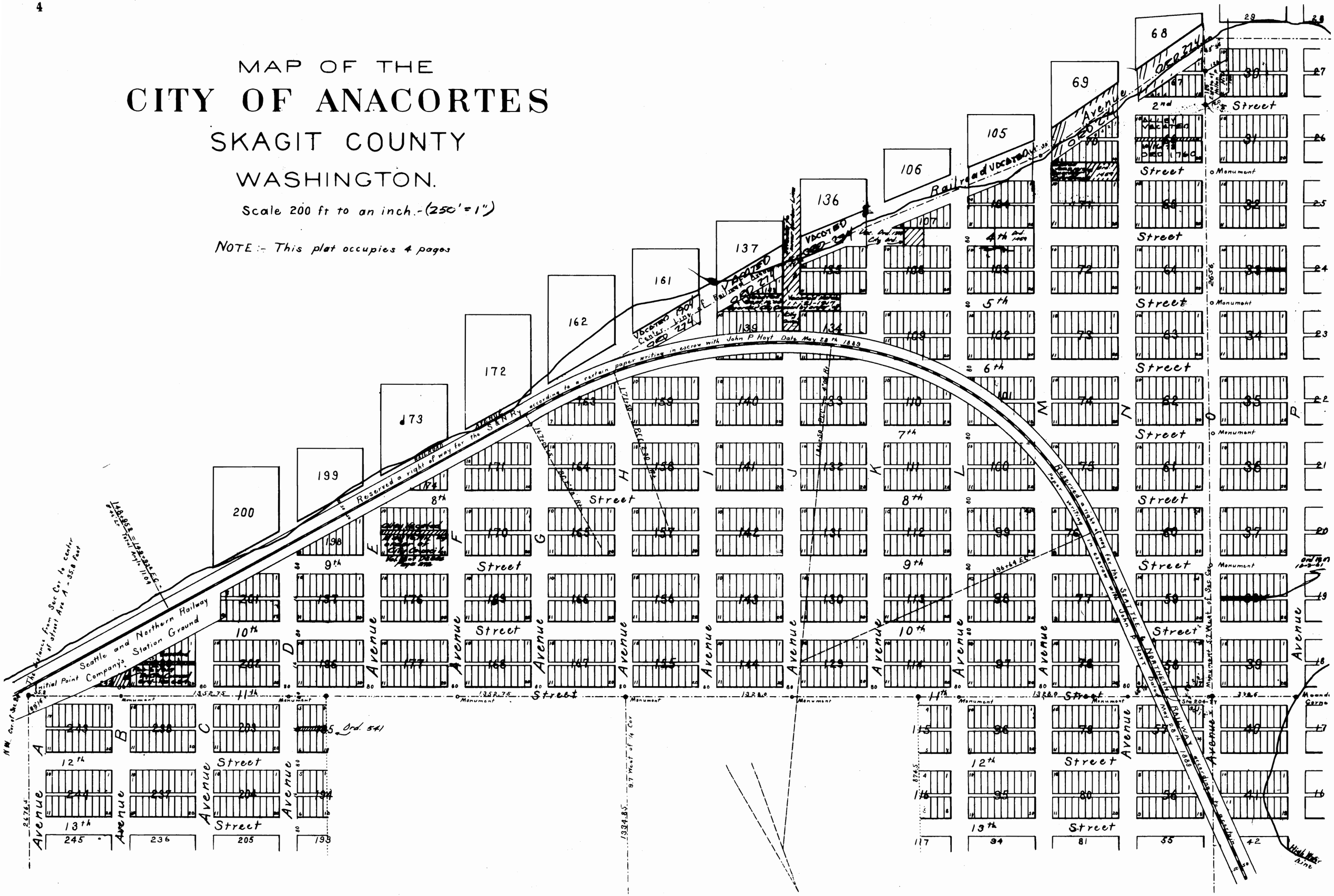
MAP OF THE CITY OF ANACORTES

SKAGIT COUNTY

WASHINGTON.

Scale 200 ft to an inch.-(250'=1")

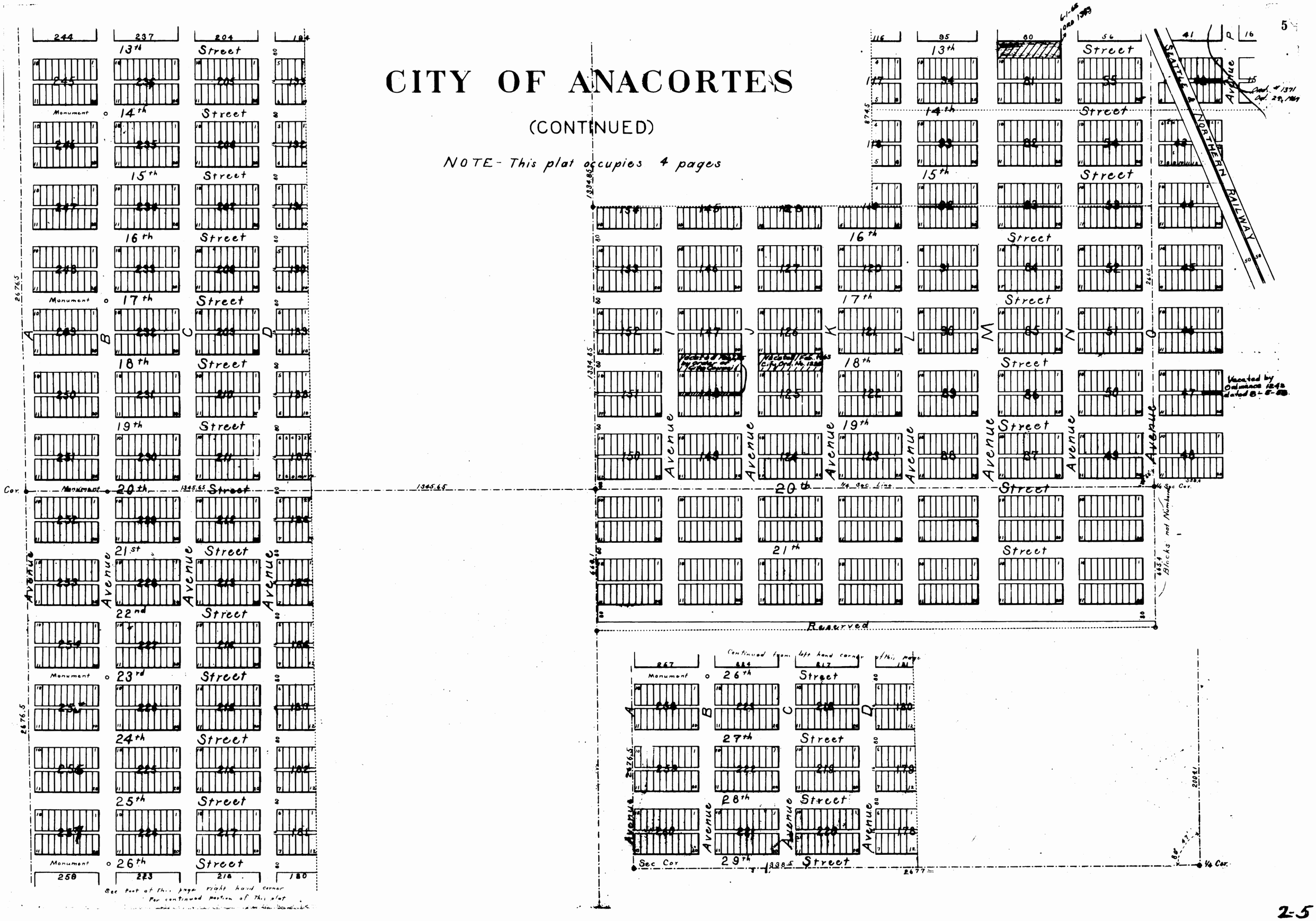
NOTE:- This plat occupies 4 pages

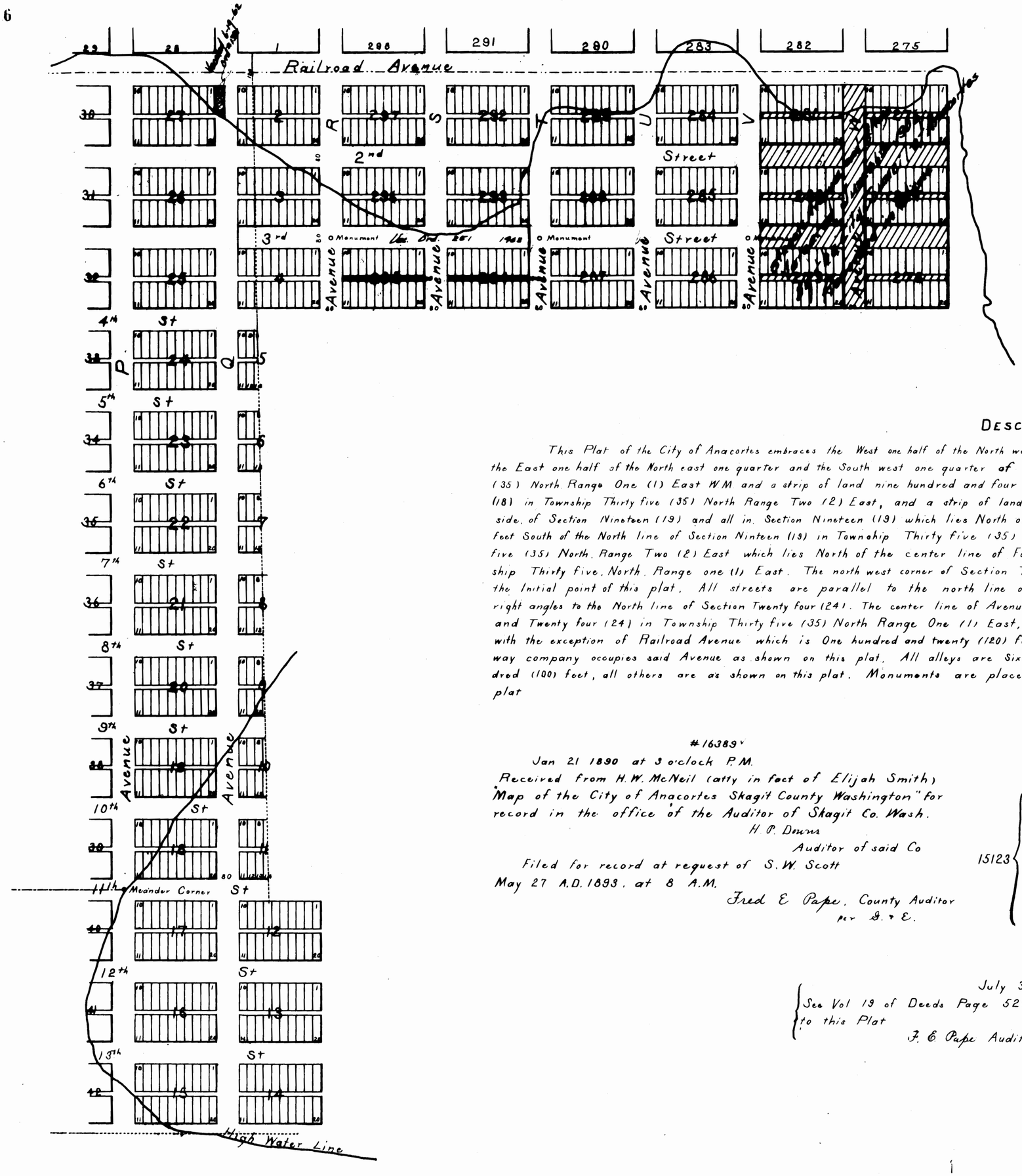

Reserved a right of way for the S&NRy according to a certain paper writing in escrow with John P Hoyt Date May 28th 1889
Reserved a right of way for the SEATTLE & NORTHERN RAILWAY according to a certain paper writing in escrow with John P Hoyt Date May 28th 1889
Railroad Vacated
Avenue
Street
Monument
Initial Point Seattle and Northern Railway Company's Station Ground
Ord. 541
Ord. 774
Ord. 760
Ord. 1901
Ord. 1-3-61
Alley Vacated
Alley Vacated Ord. 760
Vacated Ord. 774
Vacated 1901 Center line of R.R. Ord. 774
Alley Vacated Ord. 774
Alley Vacated Ord. 774
Alley Vacated

CITY OF ANACORTES

(CONTINUED)

NOTE - This plat occupies 4 pages





CITY OF ANACORTES

(CONTINUED)

NOTE - This plat occupies 4 pages

DESCRIPTION

This Plat of the City of Anacortes embraces the West one half of the North west one quarter, and the West one half of the South west one one quarter and the East one half of the North east one quarter and the South west one quarter of the North east one quarter of Section Twenty four (24) in Township Thirty five (35) North Range One (1) East WM and a strip of land nine hundred and four and four tenths (904 4/10) feet wide off from the West Side of Section Eighteen (18) in Township Thirty five (35) North Range Two (2) East, and a strip of land Three hundred and fifty nine and eight tenths (359 8/10) feet wide off the West side of Section Nineteen (19) and all in Section Nineteen (19) which lies North of a line parallel to and Eight hundred and seventy four and five tenths (874 5/10) feet South of the North line of Section Ninteen (19) in Township Thirty five (35) North Range Two (2) East, and all in Section Eighteen (18) Township Thirty five (35) North Range Two (2) East which lies North of the center line of Fourth (4th) Street as shown on this plat, and all of Section Thirteen (13) Township Thirty five North Range one (1) East. The north west corner of Section Twenty four (24) in Township Thirty five (35) North Range One (1) East is the Initial point of this plat. All streets are parallel to the north line of Section Twenty four (24). All Avenues except Railroad Avenue are at right angles to the North line of Section Twenty four (24). The center line of Avenue A passes through the one quarter corner common to Sections Twenty three (23) and Twenty four (24) in Township Thirty five (35) North Range One (1) East, All streets are Eighty (80) feet wide, All Avenues are Eighty feet (80) with the exception of Railroad Avenue which is One hundred and twenty (120) feet wide except when the Right of way of the Seattle and Northern Railway company occupies said Avenue as shown on this plat. All alleys are Sixteen (16) feet wide. All regular sized lots are Thirty (30) feet by One hundred (100) feet, all others are as shown on this plat. Monuments are placed at the intersections of streets and avenue center lines as shown by plat

Filed for record at the Request of John M Platt June 1st 1890 at 3 P.M.
H. P. Downs County Recorder
per F. A. K.

#16389

Jan 21 1890 at 3 o'clock P.M.
Received from H.W. McNeil (atty in fact of Elijah Smith) "Map of the City of Anacortes Skagit County Washington" for record in the office of the Auditor of Skagit Co. Wash.
H. P. Downs
Auditor of said Co

Filed for record at request of S. W. Scott
May 27 A.D. 1893, at 8 A.M.
Fred E Pape, County Auditor
per S. + E.

15123 NOTE
I Fred E Pape Auditor of Skagit Co Wash. have this day examined the certificate of filing on the Original "Map of the City of Anacortes Skagit County Washington" as made by H.P Downs Ex County Auditor, and it clearly appears therefrom that the Original Map aforesaid was filed Jan. 21st 1890. at 3 o'clock P.M. and that the above record is erroneous as to the month and day of filing viz. "June 1st", dated this 22nd day of May 1893
Fred E. Pape County Auditor

July 3rd 1891
See Vol 19 of Deeds Page 529 relating to this Plat
F. E Pape Auditor

26

CITY OF ANACORTES

(CONTINUED)

NOTE - This plat occupies 4 pages

DEDICATION

Know all men by these Presents, that we Elijah Smith, Bailey Gatzert, Babette Gatzert his wife J. F. McNaught and Jennie E. McNaught his wife, J. M. Buckley and Ann C. Buckley his wife Amos Bowman and Anne C. Bowman his wife George D. Hill, (widower) Samuel F. Storrs, an unmarried man, T. B. Childs and Sarah M. Childs his wife, Melville Curtis and Fannie B. Curtis his wife, C. T. Conover, unmarried David Kellogg and Anna L. Kellogg his wife, J. P. Hoyt and L. J. Hoyt his wife being the owners in fee simple of the above described tracts of land in Skagit County State of Washington, hereby acknowledge, declare and agree to the foregoing plat of said tracts as the plat of the City of Anacortes, and hereby dedicate to the use of the public forever, subject to the reservation hereinafter expressed, all the Street, Avenues and Alleys platted and designated thereon except Railroad Avenue. And we do hereby declare that we reserve to ourselves our heirs and assigns all our littoral rights as owners of the shore including the right to extend and maintain wharves and erect ware houses upon and over the space to the Northward and Eastward of the streets and avenues designated on this plat to deep water and as far as such improvements may lawfully extend, and to use, occupy and posess all and every part of such space and we do further declare that in dedicating to the public the said streets, avenues and alleys we intend only to create an easement therein, and we reserve to ourselves our heirs and assigns the fee in said streets, avenues and alleys.

Railroad Avenue is reserved for railroad purposes subject to our right to grant a right of way therein to the Seattle and Northern Railway Company its successers and assigns, and subject to our littoral rights as shore owners in the space to the Northward of said avenue as hereinbefore declared and asserted

In Witness whereof, we have hereunto set our hands and seals this 15th day of January AD 1890.

The words "and Eastward" written in line 12 before signing.

J. L. R.

Elijah Smith By H W McNeil his Atty in fact SEAL

Signed Sealed and delivered in the presence of
J. L. Romer
John M. Platt
F. A. Hill

SEAL stamps on paper and glued on plat

Geo D. Hill	SEAL	Amos Bowman	SEAL	J. M. Buckley By Bailey Gatzert	SEAL
Samuel F Storrs	SEAL	Anne C. Bowman	SEAL	His Att in fact	SEAL
Melville Curtis	SEAL	J. F. McNaught	SEAL	Ann C. Buckley By Bailey Gatzert	SEAL
Fannie B Curtis By her Atty in fact By Melville Curtis	SEAL	Jennie E. McNaught	SEAL	Her Atty in fact	SEAL
T. B. Childs	SEAL	J. P. Hoyt	SEAL	Bailey Gatzert	SEAL
Sarah M. Childs	SEAL	L. J. Hoyt	SEAL	Babette Gatzert	SEAL
C. T. Conover	SEAL	David Kellogg	SEAL	Anna L. Kellogg	SEAL

ACKNOWLEDGMENT

State of Washington } ss
County of King

This is to Certify, That on the 15th day of January A.D. 1890 before me the undersigned a Notary Public appointed in and for the Territory of Washington and by virtue of the Constitution and the laws of the State of Washington, a Notary Public in and for said State personally came Bailey Gatzert and Babette Gatzert his wife, J. T. McNaught and Jennie E. McNaught his wife, Amos Bowman and Anne C. Bowman his wife, George D. Hill, Samuel F. Storrs, T. B. Childs and Sarah M. Childs his wife, Melville Curtis ---------- David Kellogg and Anna L. Kellogg his wife, J. P. Hoyt and L. J. Hoyt his wife, well know to me to be the identical persons so named in and whose names are subscribed to the foregoing plat of the City of Anacortes, and the said Bailey Gatzert, J. F. McNaught, David Kellogg, Amos Bowman, George D. Hill, Samuel F. Storrs, T. B. Childs, Melville Curtis and J. P. Hoyt each for himself personally acknowledged to me that he signed, sealed and executed the same, freely and voluntarily for the uses and purposes therein set forth. And the said Babette Gatzert, Jennie E. McNaught, Anna L. Kellogg, Annie C. Bowman, Sarah M. Childs and L. J. Hoyt then and there each for herself, upon an examination by me, separate and apart from their respective husbands when the contents of said instrument and the character of said plat, and the purport of said dedication were by me fully made known unto her, personally acknowledged to me that she did, voluntarily, of her own free will and without fear of or coercion from her husband, execute the same. And I further certify that on said 15th day of January A.D. 1890, before me personally came also H. W. McNeil to me known to be the Attorney in fact for Elijah Smith herein before named in the dedication to the foregoing plat, and who, as such Attorney in fact signed, sealed and executed the same for and on behalf of said Elijah Smith and personally acknowledged to me that he so signed sealed and executed the same, freely and voluntarily for the uses and purposes therein set forth, And on said last named date before me personally came, also, Bailey Gatzert to me known to be the Attorney in fact for J. M. Buckley and Ann C. Buckley hereinbefore named in the dedication to the foregoing plat, and who as such Attorney in fact signed sealed and executed the same for and on behalf of said J. M. Buckley and Ann C Buckley and personally acknowledged to me that he so signed sealed and executed the same freely and voluntarily for the uses and purposes therein set forth. And on said last named date, before me personally came also, F. A. Hill to me known to be the Attorney in fact for Mary V. Hill hereinbefore named in the dedication to the foregoing plat and who as such Attorney in fact, signed, sealed and executed the same for and on behalf of said Mary V. Hill and personally acknowledged to me that he so signed, sealed and acknowledged the same freely and voluntarily for the uses and purposes therein set forth. And on said last named date before me personally came Melville Curtis to me known to be the Attorney in fact for Fannie B. Curtis herein before named in the dedication to the foregoing plat, and who as such Attorney in fact signed, sealed and executed the same for and on behalf of said Fannie B. Curtis and personally acknowledged to me that he so signed, sealed and acknowledged the same freely and voluntarily for the uses and purposes therein set forth.

Witness my hand and official seal the day and year in this certificate first above written

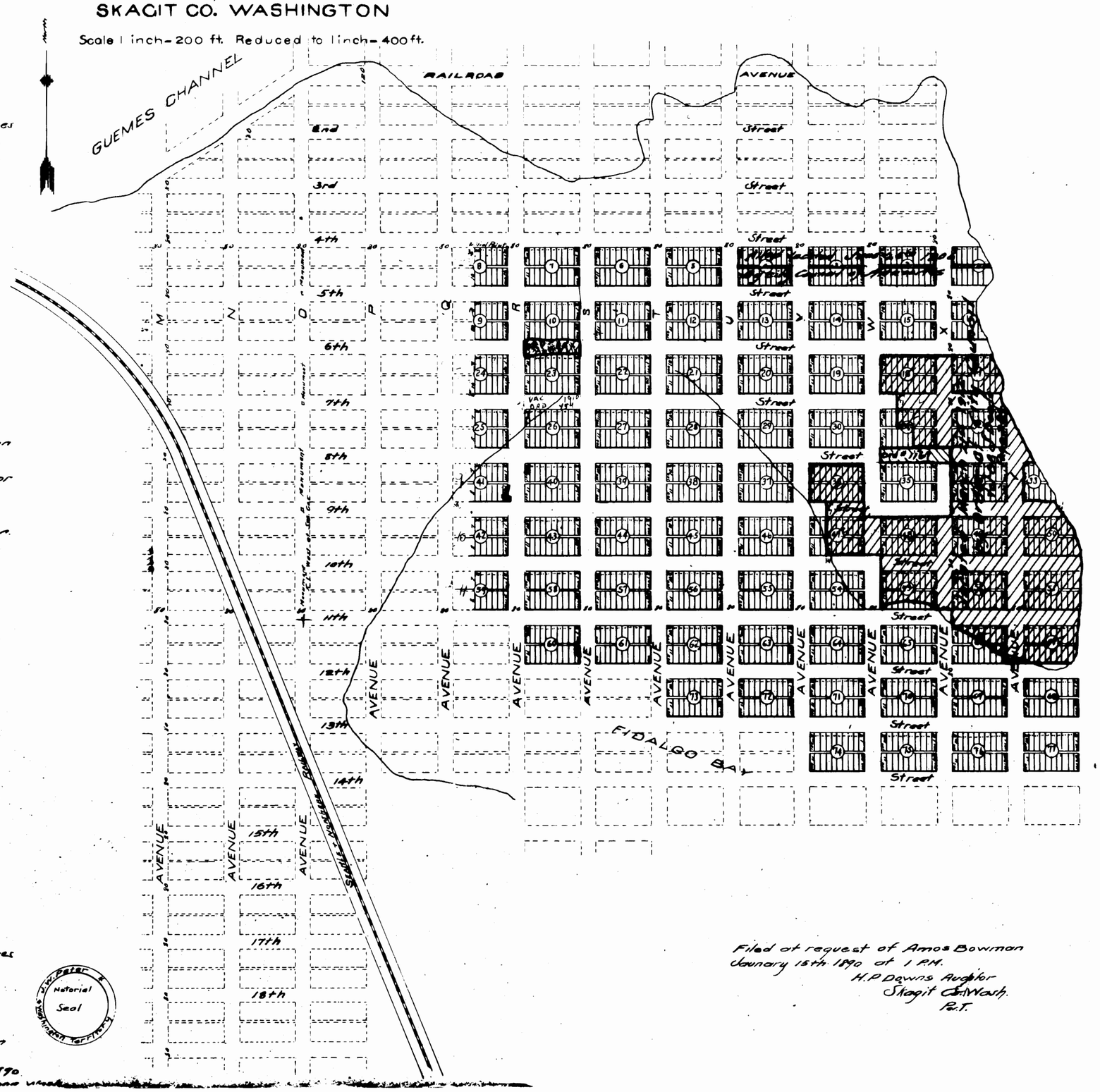
J. L. Romer
Notary Public in and for Washington

J. L. ROMER NOTARY PUBLIC WASHINGTON TERRITORY

BOWMAN'S
CENTRAL SHIP HARBOR WATER FRONT PLAT
OF
ANACORTES

SKAGIT CO. WASHINGTON

Scale 1 inch - 200 ft. Reduced to 1 inch - 400 ft.



DESCRIPTION

This above is a plat of Bowman's Central Ship Harbor Warter Front plat of Anacortes Skagit County State of Washington and embraces a portion of lots 1, 2, 3, 4 and 5 in Section 18 Township 35 North Range 2 East W.M. the initial point is the N.E. Corner of block 8 as designated on this plat which point is found by beginning at the section corner common to sections 13 and 24 Township 35 North Rang 1 East W.M. and section 18 and 19 Township 35 north, Rang 2 East W.M. and running thence northerly 2032 feet and parallel to avenue "C" as shown on the plat of the city of Anacortes. Thence running easterly 1094.41 ft. and parallel to 4th St. as shown on the plat of the City of Anacortes at the intersection of the center line of 4th St. and avenue "R." A stone monument has been set as a secondary initial point, said secondary initial point being 40 feet northerly and 40 feet easterly of the initial point all streets, avenues, alleys and lots are as marked on the face of the plat in feet.

DEDICATION

Know all men by these presents: that we Amos Bowman and Anne C. Bowman his wife owners in fee simple in the land embraced in the above described Bowman's Central Ship Harbor Warter Front plat of Anacortes Skagit County Washington, hereby declare this plat and hereby dedicate to the use of the public forever all streets, avenues, and alleys as truly laid out thereon, but this dedication and plat are in no way to be construed as to impair or otherwise affect any repairian or littoral rights of us or our heirs or asigns, the intention hereof being to give the public the right to use in common with us and our heirs and assigns the streets and alleys designated upon the plat

In witness where of we have hereunto set our hands and seals this 14 day of January A.D. 1890

Anne C. Bowman ▭
Amos Bowman ▭

Signed and sealed in presence of
J. M. Griffith
E. V. Reeger

ACKNOWLEDGMENT

State of Washington
County of Skagit } S.S.

I John W. Peter a Notary Public in and for the State of Washington, duly commissioned and sworn and qualified do certify that on this 14th day of January A.D. 1890 before me personally appeared Amos Bowman and Anne C. Bowman his wife to me known to be the individuals described in and who executed the above plat and acknowledged to me that they executed the same freely and voluntary for the uses and purposes therein mentioned, and the said Anne C. Bowman wife of said Amos Bowman upon an examination by me separate and apart from her said husband, when the contents of said instrument were by me fully made known unto her acknowledged that she did voluntarily of her own free will, and without fear of, or coercion from her husband execute the same.

Given under my hand and official seal this 14th day of January A.D. 1890

J. W. Peter Notary Public in and for the State of Washington Resident Ballard

J. W. Peter Notarial Seal Washington Territory

Filed at request of Amos Bowman
January 15th 1890 at 1 P.M.
H. P. Downs Auditor
Skagit Co. Wash.
Per T.

PLATE NO. 9

Tide and Shore Lands of Section 18

Township 35 North, Range 2 East

W. M.

ANACORTES HARBOR

Photostat SCALE 1" ~~200'~~ 400'

SURVEYED BY H. H. BARBER FEB. 1893

CERTIFICATE.

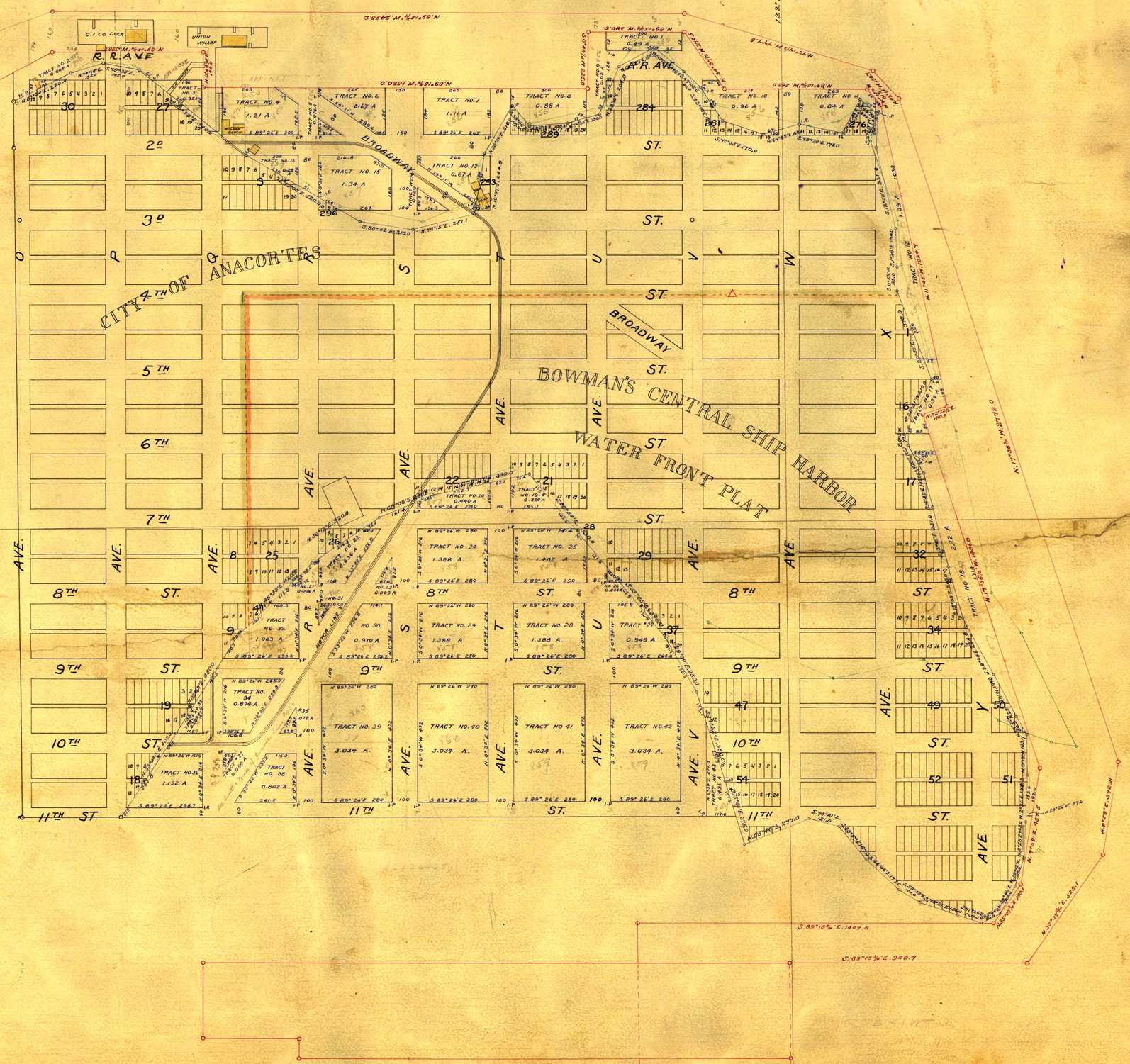
We certify that this map represents the Tide and Shore Lands designated in Caption as surveyed and appraised by us May 1st 1893.

H. G. Downs
Isaac D. Henton
C. R. Donnell

Tide Land Appraisers of Skagit County State of Washington.

TABLE OF INITIAL POINTS

INITIAL POINT	TRACT	NO.	1	IS	179.4	NORTH	AND	2391.6	EAST	OF	THE	M.C.	BET.	SECS.	13	AND	18
"	"	"	2	"	31.2	"	"	62.7	"	"	"	"	"	"	"	"	"
"	"	"	3	"	78.1	"	"	546.3	"	"	"	"	"	"	"	"	"
"	"	"	4	"	144.6	SOUTH	"	1121.4	"	"	"	"	"	"	"	"	"
"	"	"	5	"	145.3	"	"	1200.1	"	"	"	"	"	"	"	"	"
"	"	"	6	"	21.7	NORTH	"	1201.8	"	"	"	"	"	"	"	"	"
"	"	"	7	"	151.1	SOUTH	"	1880.1	"	"	"	"	"	"	"	"	"
"	"	"	8	"	86.6	"	"	2257.7	"	"	"	"	"	"	"	"	"
"	"	"	9	"	5.5	"	"	2337.5	"	"	"	"	"	"	"	"	"
"	"	"	10	"	16.1	NORTH	"	2718.6	"	"	"	"	"	"	"	"	"
"	"	"	11	"	121.1	SOUTH	"	3100.0	"	"	"	"	"	"	"	"	"
"	"	"	12	"	75.2	"	"	3400.7	"	"	"	"	"	"	"	"	"
"	"	"	13	"	427.6	"	"	1818.8	"	"	"	"	"	"	"	"	"
"	"	"	14	"	445.7	"	"	1587.5	"	"	"	"	"	"	"	"	"
"	"	"	15	"	391.3	"	"	1197.7	"	"	"	"	"	"	"	"	"
"	"	"	16	"	221.8	"	"	914.6	"	"	"	"	"	"	"	"	"
"	"	"	17	"	1138.9	"	"	3600.8	"	"	"	"	"	"	"	"	"
"	"	"	18	"	1436.0	"	"	3535.9	"	"	"	"	"	"	"	"	"
"	"	"	19	"	1208.3	NORTH	"	1566.8	"	"	"	"	"	"	18	"	19
"	"	"	20	"	1212.1	"	"	1187.6	"	"	"	"	"	"	"	"	"
"	"	"	21	"	921.1	"	"	703.9	"	"	"	"	"	"	"	"	"
"	"	"	22	"	920.3	"	"	783.8	"	"	"	"	"	"	"	"	"
"	"	"	23	"	917.1	"	"	1083.8	"	"	"	"	"	"	"	"	"
"	"	"	24	"	916.1	"	"	1183.8	"	"	"	"	"	"	"	"	"
"	"	"	25	"	1128.3	"	"	1566.0	"	"	"	"	"	"	"	"	"
"	"	"	26	"	708.5	"	"	1933.8	"	"	"	"	"	"	"	"	"
"	"	"	27	"	612.5	"	"	1990.9	"	"	"	"	"	"	"	"	"
"	"	"	28	"	616.3	"	"	1560.9	"	"	"	"	"	"	"	"	"
"	"	"	29	"	620.1	"	"	1180.9	"	"	"	"	"	"	"	"	"
"	"	"	30	"	621.1	"	"	1080.9	"	"	"	"	"	"	"	"	"
"	"	"	31	"	840.3	"	"	783.0	"	"	"	"	"	"	"	"	"
"	"	"	32	"	625.1	"	"	700.9	"	"	"	"	"	"	"	"	"
"	"	"	33	"	332.8	"	"	328.2	"	"	"	"	"	"	"	"	"
"	"	"	34	"	332.0	"	"	408.2	"	"	"	"	"	"	"	"	"
"	"	"	35	"	327.1	"	"	698.0	"	"	"	"	"	"	"	"	"
"	"	"	36	"	36.8	"	"	325.2	"	"	"	"	"	"	"	"	"
"	"	"	37	"	252.0	"	"	407.4	"	"	"	"	"	"	"	"	"
"	"	"	38	"	53.1	"	"	695.2	"	"	"	"	"	"	"	"	"
"	"	"	39	"	49.1	"	"	1075.2	"	"	"	"	"	"	"	"	"
"	"	"	40	"	48.1	"	"	1175.2	"	"	"	"	"	"	"	"	"
"	"	"	41	"	44.3	"	"	1555.2	"	"	"	"	"	"	"	"	"
"	"	"	42	"	40.5	"	"	1935.2	"	"	"	"	"	"	"	"	"
"	"	"	43	"	23.3	SOUTH	"	2315.2	"	"	"	"	"	"	"	"	"



TF29-049

May 2d
J. S. Alexander

BLA-2021-0006

CAP SANTE MARINA BOUNDARY LINE ADJUSTMENT

SITUATE IN A PORTION OF THE SW 1/4 AND SE 1/4 OF THE SW 1/4 OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE
Filed for record this 18 day of March 2022 at 11:28AM
in book — of surveys at page — at the request of
PACIFIC SURVEYING AND ENGINEERING SERVICES INC.
Sandra Perkins
County Auditor
AUDITOR'S FILE NO.: 202203180120

OWNERS CONSENT:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS CERTIFY THAT THIS BOUNDARY LINE ADJUSTMENT IS MADE AS A FREE ACT AND DEED, IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 28th DAY OF February, 2022.

DANIEL C. WORRA
EXECUTIVE DIRECTOR OF THE PORT OF ANACORTES

ACKNOWLEDGEMENT:

COUNTY OF SKAGIT)
STATE OF WASHINGTON)

ON THIS 28th DAY OF February, 2022, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Daniel C. Worra, KNOWN TO ME TO BE THE INDIVIDUAL(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT TO BE HIS/HER FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONS, IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR ABOVE WRITTEN.

9/20/2024
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT Skagit Co.

L.S. HERRICK
Notary Public
State of Washington
Commission Number 138568
My Commission Expires
September 20, 2024

ACCEPTANCE:

THIS BOUNDARY LINE ADJUSTMENT IS HEREBY EXAMINED AND APPROVED FOR ACCEPTANCE THIS 4 DAY OF March, 2022.

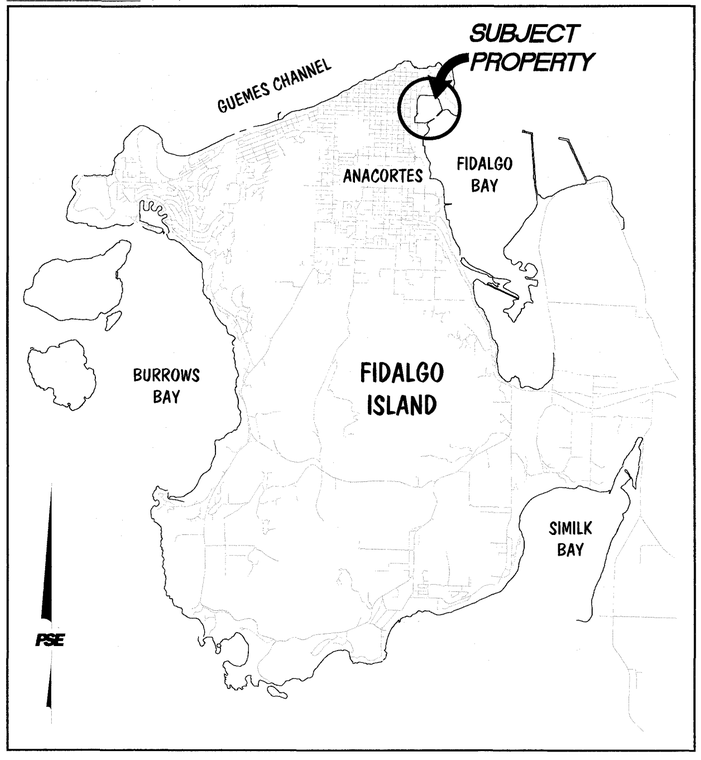
~~CITY ENGINEER~~ PWs Director

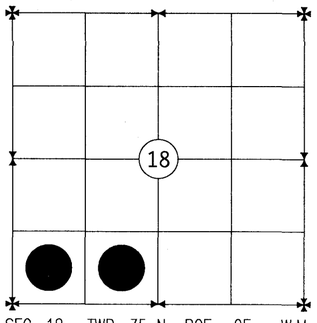
SUBDIVISION ADMINISTRATOR

SURVEY NOTES:

1. DATA FOR THIS SURVEY WAS GATHERED BY FIELD TRAVERSE UTILIZING ELECTRONIC DATA COLLECTION IN NOVEMBER & DECEMBER OF 2018 AND FEBRUARY 2021.
2. EQUIPMENT USED: THEOMAT 00'01.5" ; EDM: ± 2 PPM, ± 3 MM
3. HORIZONTAL DATUM & BASIS OF BEARINGS: NORTH AMERICAN DATUM OF 1983 WITH THE 1991 ADJUSTMENT (NAD 83/91) STATE PLANE COORDINATE SYSTEM (SPCS), WASHINGTON NORTH ZONE, BASED ON SURVEY CONTROL PROVIDED BY THE PORT OF ANACORTES.
4. CURRENT TITLE REPORTS WERE PROVIDED FOR THIS SURVEY. EASEMENTS AND/OR TITLE ENCUMBRANCES MAY EXIST THAT ARE NOT NOTED THEREIN. THIS MAP IS RELIANT ON THE PROPERTY DESCRIPTIONS AND ENCUMBRANCES DETAILED IN THE TITLE REPORT.
5. ORDINARY HIGH WATER MARK OF CAP SANTE MARINA WAS FLAGGED BY GEOENGINEERS AND SURVEYED BY PACIFIC SURVEYING IN SEPT. 2018.

VICINITY MAP: (NTS)





SEC. 18 , TWP. 35 N., RGE. 2E ., W.M.

DATA	
DRAWN:	TJM
CHECKED:	ASM
DATE:	12/29/2021
DWG:	2020064_svX_LLA.dwg
SCALE:	N/A
JOB#:	2020064
FIELD BOOK:	716.04
SHEET 1 OF 4	

CAP SANTE MARINA BLA

PORT OF ANACORTES
100 COMMERCIAL AVENUE
ANACORTES, WA 98221

PACIFIC SURVEYING & ENGINEERING, INC.
909 Squalicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

SURVEYOR'S CERTIFICATE
This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of THE PORT OF ANACORTES in FEBRUARY 2021

1-14-2022
Certificate No.: 40525 Date

ADAM SCOTT MOREHOUSE
STATE OF WASHINGTON
40525
REGISTERED PROFESSIONAL LAND SURVEYOR
1-14-22

202203180120 Conformed Copy
03/18/2022 11:28 AM Total Pages: 9 Fees: $302.50
Sandra Perkins, Auditor, Skagit County, WA

CAP SANTE MARINA BOUNDARY LINE ADJUSTMENT

LEGAL DESCRIPTION (PRE-BLA):

(PER FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE NO. 5003353-0002910E, WITH AN EFFECTIVE DATE OF OCTOBER 26, 2020 AT 8:00 A.M.)

BLOCK 22, PLAT OF BOWMAN'S CENTRAL SHIP HARBOR WATERFRONT PLAT OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED UNDER VOLUME 2 OF PLATS, PAGE 33, SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH LOTS 1, 19 AND 20 OF BLOCK 23 OF SAID BOWMAN'S CENTRAL SHIP HARBOR PLAT AND TRACTS 20, 22, 23, AND 24, PLATE 9 OF THE PLAT OF "TIDE AND SHORELANDS OF ANACORTES HARBOR IN SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON".

TOGETHER WITH ALL OF VACATED MOTOR LINE (MARKET STREET), 7TH STREET, 8TH STREET, S AVENUE AND T AVENUE AND ALLEYS ABUTTING SAID LOTS, BLOCKS AND TRACTS AND AS VACATED UNDER CITY OF ANACORTES ORDINANCE NOS. 459, 454, 455, 461, 1049, 1201 AND AUDITOR'S FILE NO. 201201170050.

EXCEPT THE EAST HALF OF SAID VACATED T AVENUE.

ALSO EXCEPT ANY PORTION OF THE ABOVE PROPERTY LYING WESTERLY OF THE EASTERLY LINE OF THE FOLLOWING DESCRIBED CITY OF ANACORTES PROPERTY:

CITY OF ANACORTES PROPERTY

THOSE PORTIONS OF BLOCKS 10, 23 AND 26, PLAT OF BOWMAN'S CENTRAL SHIP HARBOR WATERFRONT PLAT OF ANACORTES, SKAGIT COUNTY, WASHINGTON, ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS PAGE 33, RECORDS OF SKAGIT COUNTY, WASHINGTON AND TRACTS 22 AND 31, PLATE 9 OF THE PLAT OF TIDE AND SHORELANDS OF ANACORTES HARBOR IN SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M. ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON, TOGETHER WITH VACATED ALLEYS WITHIN SAID BLOCKS AND VACATED 5TH, 6TH, 7TH, AND 8TH STREETS AND VACATED R AND S AVENUES ABUTTING, DESCRIBED AS FOLLOWS:

THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF ANACORTES BY BURLINGTON NORTHERN RAILROAD BY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 8102270020 AND THAT PORTION OF VACATED MARKET STREET ABUTTING SAID TRACT WHICH WOULD ATTACH BY OPERATION OF LAW,

TOGETHER WITH THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF ANACORTES BY THE PORT OF ANACORTES BY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201201050053.

ALSO, TOGETHER WITH THOSE ADDITIONAL PORTIONS OF VACATED MARKET STREET AS CONVEYED TO THE CITY OF ANACORTES BY THE PORT OF ANACORTES AND DESCRIBED AS PARCELS A AND E IN DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201201050052.

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

LEGAL DESCRIPTION (POST-BLA):

LOT A:

THAT PORTION OF BLOCKS 22 & 23, PLAT OF BOWMAN'S CENTRAL SHIP HARBOR WATERFRONT PLAT OF ANACORTES, ACCORDING TO THE PLAT THEREOF RECORDED UNDER VOLUME 2 OF PLATS, PAGE 33, SKAGIT COUNTY, WASHINGTON, LOTS 1, 19 AND 20 OF BLOCK 23 OF SAID BOWMAN'S CENTRAL SHIP HARBOR PLAT AND TRACT 20, PLATE 9 OF THE PLAT OF "TIDE AND SHORELANDS OF ANACORTES HARBOR IN SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON", TOGETHER WITH VACATED MOTOR LINE (MARKET STREET), 7TH STREET, "S" AVENUE AND "T" AVENUE AND ALLEYS ABUTTING SAID LOTS, BLOCKS AND TRACTS AS VACATED UNDER CITY OF ANACORTES ORDINANCE NOS. 454, 459, 1049, 1201 AND AUDITOR'S FILE NO. 201201170067, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF "R" AVENUE WITH THE CENTERLINE OF VACATED 7TH STREET AS VACATED UNDER CITY OF ANACORTES ORDINANCE NO. 454; THENCE ALONG SAID CENTERLINE OF VACATED 7TH STREET, SOUTH 88°07'52" EAST, 271.01 FEET, TO A POINT ON THE EAST LINE OF THE PROPERTY DEEDED TO THE CITY OF ANACORTES UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201201050053 AND THE POINT OF BEGINNING; THENCE DEPARTING SAID CENTERLINE AND ALONG SAID EAST LINE, NORTH 23°43'22" EAST, 184.71 FEET, TO A POINT ON THE WEST MARGIN OF VACATED "S" AVENUE AS VACATED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201201170067; THENCE ALONG SAID MARGIN, NORTH 01°51'24" EAST, 84.52 FEET, TO THE NORTHEAST CORNER OF BLOCK 23 OF SAID CENTRAL SHIP HARBOR WATERFRONT PLAT OF ANACORTES; SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID VACATED "S" AVENUE; THENCE DEPARTING SAID MARGIN AND ALONG THE SOUTH MARGIN OF 6TH STREET, SOUTH 88°08'35" EAST, 379.82 FEET, TO THE NORTHEAST CORNER OF SAID BLOCK 22; THENCE ALONG THE EAST LINE OF SAID BLOCK 22, SOUTH 01°52'03" WEST, 114.53 FEET, TO THE NORTHEAST CORNER OF SAID TRACT NO. 20; SAID CORNER ALSO BEING A POINT ON THE GOVERNMENT MEANDER LINE AS SHOWN ON SAID PLAT OF "TIDE AND SHORELANDS OF ANACORTES HARBOR IN SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON"; THENCE ALONG SAID MEANDER LINE, NORTH 79°25'25" EAST, 40.96 FEET, TO THE CENTERLINE OF VACATED "T" AVENUE, AS VACATED UNDER SAID ORDINANCE NO. 1201; THENCE ALONG SAID CENTERLINE, SOUTH 01°52"03" WEST, 150.34 FEET, TO THE INTERSECTION OF SAID WITH THE CENTERLINE OF VACATED 7TH STREET, AS VACATED UNDER SAID ORDINANCE NO. 1201; THENCE ALONG SAID VACATED 7TH STREET CENTERLINE, NORTH 88°07'52" WEST, 488.57 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

LOT B:

THAT PORTION OF TRACTS 22, 23, AND 24, PLATE 9 OF THE PLAT OF "TIDE AND SHORELANDS OF ANACORTES HARBOR IN SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON", TOGETHER WITH VACATED MOTOR LINE (MARKET STREET), 7TH STREET, 8TH STREET, AND "S" AVENUE AS VACATED UNDER CITY OF ANACORTES ORDINANCE NOS. 454, 455, 461, 1201 AND AUDITOR'S FILE NO. 201201170067, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF "R" AVENUE WITH THE CENTERLINE OF VACATED 7TH STREET AS VACATED UNDER CITY OF ANACORTES ORDINANCE NO. 454; THENCE ALONG SAID CENTERLINE OF VACATED 7TH STREET, SOUTH 88°07'52" EAST, 271.01 FEET, TO A POINT ON THE EAST LINE OF THE PROPERTY DEEDED TO THE CITY OF ANACORTES UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201201050053 AND THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 88°07'52" WEST, 326.23 FEET, THENCE DEPARTING SAID CENTERLINE SOUTH 01°52'03" WEST, 335.64 FEET TO A POINT ON THE NORTH LINE OF TRACT NO. 29 OF SAID PLATE 9 AND THE SOUTH MARGIN OF VACATED 8TH STREET AS VACATED UNDER SAID ORDINANCE NOS. 461 AND 1201; THENCE ALONG SAID SOUTH MARGIN, NORTH 88°08'28" WEST, 474.95 FEET TO THE NORTHEAST CORNER OF TRACT NO. 31 OF SAID PLATE 9 AND A POINT ON THE EAST LINE OF SAID CITY OF ANACORTES PROPERTY; THENCE ALONG SAID EAST LINE, NORTH 34°37'57" EAST, 193.84 FEET; THENCE CONTINUING ALONG SAID EAST LINE, NORTH 23°43'22" EAST, 186.10 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

LOT C:

THAT PORTION OF TRACT 24, PLATE 9 OF THE PLAT OF "TIDE AND SHORELANDS OF ANACORTES HARBOR IN SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON", TOGETHER WITH VACATED 7TH STREET, 8TH STREET, AND "T" AVENUE AS VACATED UNDER CITY OF ANACORTES ORDINANCE NO. 1201, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MONUMENT MARKING THE INTERSECTION OF THE CENTERLINE OF "R" AVENUE WITH THE CENTERLINE OF VACATED 7TH STREET AS VACATED UNDER CITY OF ANACORTES ORDINANCE NO. 454; THENCE ALONG SAID CENTERLINE OF VACATED 7TH STREET, SOUTH 88°07'52" EAST, 604.59 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID CENTERLINE, SOUTH 88°07'52" EAST, 162.33 FEET TO THE INTERSECTION OF SAID CENTERLINE WITH THE CENTERLINE OF VACATED "T" AVENUE, AS VACATED UNDER SAID ORDINANCE NO. 1201; THENCE DEPARTING SAID 7TH STREET CENTERLINE AND ALONG SAID "T" AVENUE CENTERLINE, SOUTH 01°52'03" WEST, 215.35 FEET; THENCE DEPARTING SAID CENTERLINE AND PARALLEL WITH THE SOUTH MARGIN OF VACATED 8TH STREET, NORTH 88°08'28" WEST, 162.33 FEET; THENCE PARALLEL WITH THE CENTERLINE OF VACATED "T" AVENUE, NORTH 01°52'03" EAST, 215.38 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

DATA	
DRAWN:	TJM
CHECKED:	ASM
DATE:	12/29/2021
DWG: 2020064_svX_LLA.dwg	
SCALE:	N/A
JOB#:	2020064
FIELD BOOK:	716.04
SHEET 2 OF 4	

CAP SANTE MARINA BLA

PORT OF ANACORTES
100 COMMERCIAL AVENUE
ANACORTES, WA 98221

PACIFIC SURVEYING & ENGINEERING, INC.
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ADAM SCOTT MORROW
STATE OF WASHINGTON
40525
REGISTERED
PROFESSIONAL LAND SURVEYOR

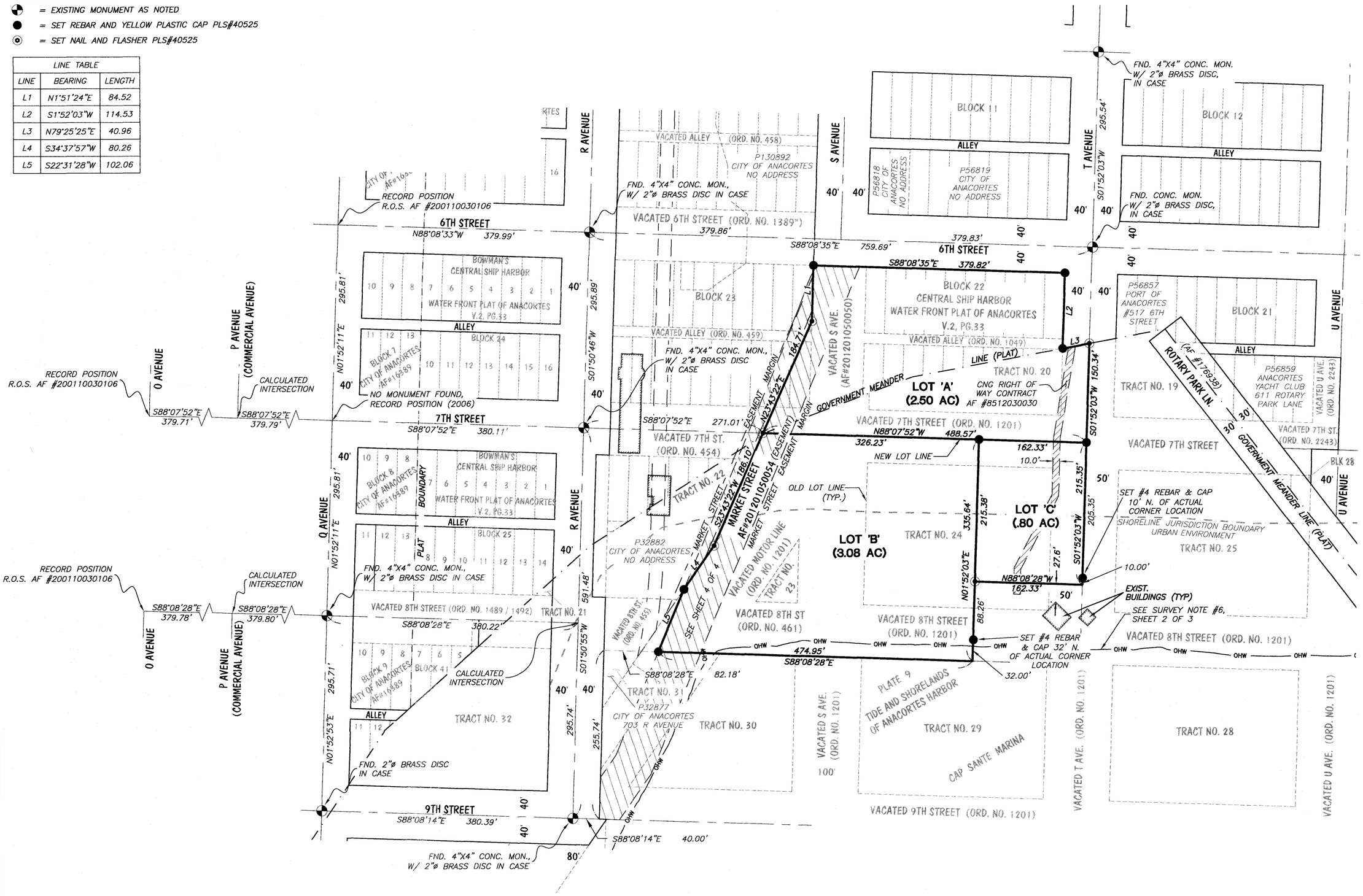
BLA-2021-0006

CAP SANTE MARINA BOUNDARY LINE ADJUSTMENT

SYMBOL LEGEND:

- = EXISTING MONUMENT AS NOTED
- = SET REBAR AND YELLOW PLASTIC CAP PLS#40525
- = SET NAIL AND FLASHER PLS#40525

LINE TABLE		
LINE	BEARING	LENGTH
L1	N1°51'24"E	84.52
L2	S1°52'03"W	114.53
L3	N79°25'25"E	40.96
L4	S34°37'57"W	80.26
L5	S22°31'28"W	102.06



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DRAWN:	TJM
CHECKED:	ASM
DATE:	12/29/2021
DWG:	2020064_svX_LLA.dwg
SCALE:	1" = 100'
JOB#:	2020064
FIELD BOOK:	716.04
SHEET 3 OF 4	

CAP SANTE MARINA BLA

PORT OF ANACORTES
100 COMMERCIAL AVENUE
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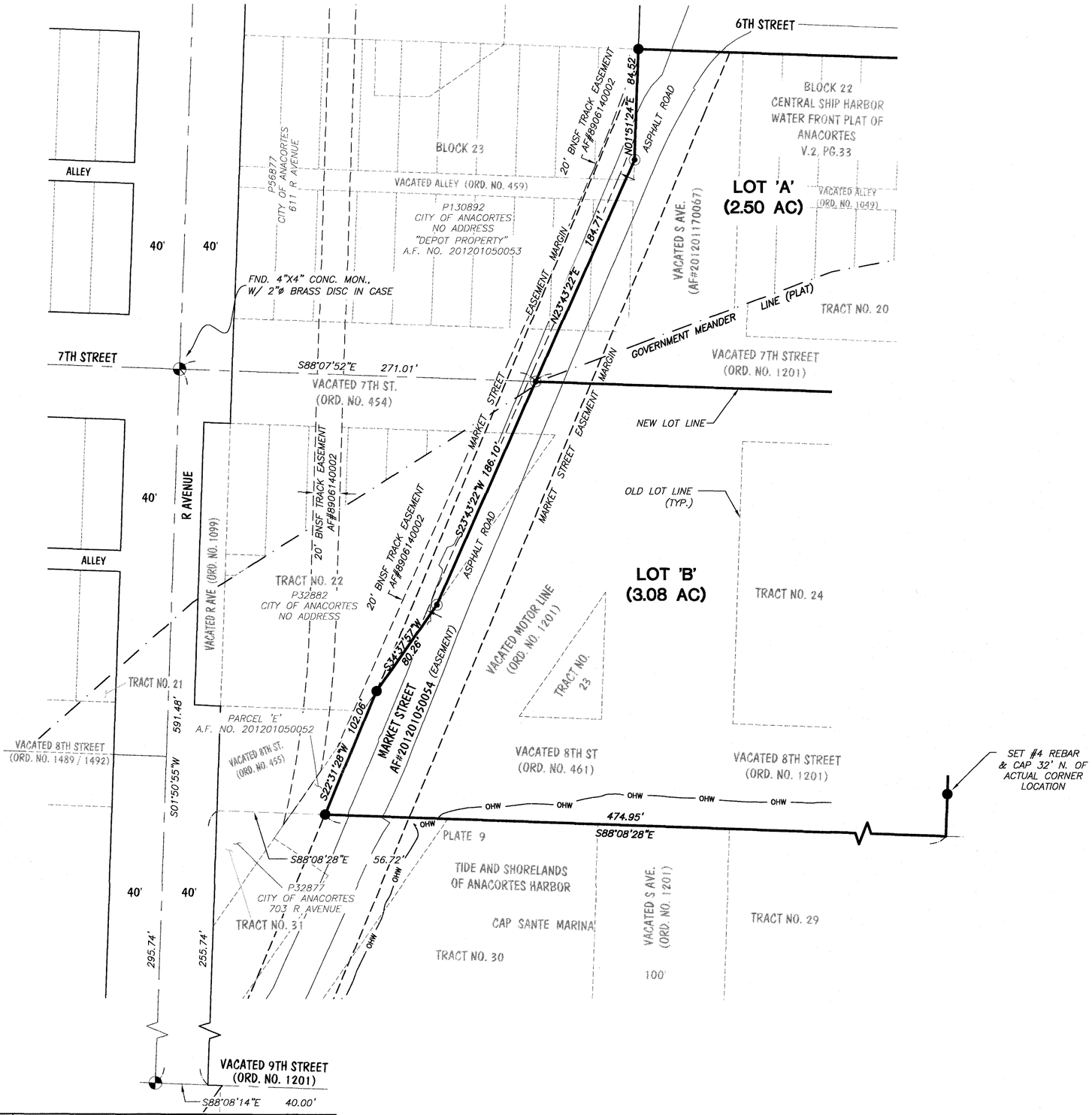
GRAPHIC SCALE (US SURVEY FEET)
0 100
100 50 200
1 inch = 100 feet

ADAM SCOTT MORROW STATE OF WASHINGTON 40525 REGISTERED PROFESSIONAL LAND SURVEYOR 1-14

CAP SANTE MARINA BOUNDARY LINE ADJUSTMENT



DATA	
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CHECKED:	ASM
DATE:	12/29/2021
DWG: 2020064_svX_LLA (50X SCALE).dwg	
SCALE:	1" = 60'
JOB#:	2020064
FIELD BOOK:	716.04
SHEET 4 OF 4	

CAP SANTE MARINA BLA

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GRAPHIC SCALE
(US SURVEY FEET)
0 60
60 30 120
1 inch = 60 feet

ADAM SCOTT MORROW
STATE OF WASHINGTON
40525
REGISTERED
PROFESSIONAL LAND SURVEYOR

Exhibit D: Port of Anacortes Title Reports

File No.: 208627-LT

RECORD MATTERS

1. COVENANTS, CONDITIONS AND RESTRICTIONS, CONTAINED IN DEED:

   Recorded: October 26, 1905
   Auditor's No.: 54021 (Volume 56 of Deeds, page 321)
   Executed By: State of Washington
   As Follows:

   Subject, however, to any lien or liens that may arise or be created in consequence of or pursue out to the provisions of an act of the Legislature of the State of Washington, entitled "An Act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon tide and shore lands belonging to the state, granting rights of way across lands belonging to the state," approved March 9, 1893.
   (Affects portion in Plate 9, Anacortes Tidelands)

2. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE FACE OF SAID PLAT OR SHORT PLAT:

   Plat/Short Plat: Map of the City of Anacortes
   Recorded: July 3, 1891
   Auditor's No.: Volume 2 of Plats, pages 4 through 7

3. An easement granted by the Great Northern Railway Company to the Port of Anacortes, by instrument dated April 7, 1930, for the erection and maintenance of a bulkhead along a line parallel to and distant not to exceed twelve (12) feet from the East line of said "Q" Avenue, disclosed by Document recorded under Auditor's File No. 326147, (Volume 180 of Deeds, page 590)

4. Possible easement or easements as disclosed by instrument recorded November 10, 1964, under Auditor's File No. 658253 .

5. RESERVATIONS CONTAINED IN DEED:

   Executed By: Great Northern Railway Company, a Minnesota corporation
   Recorded: May 29, 1967
   Auditor's No.: 699809
   As Follows:
   "EXCEPTING AND RESERVING unto the Grantor, its successors and assigns, forever, all iron, natural gas, coal, oil and all minerals of any nature whatsoever upon or in the lands above described owned by Grantor, together with the sole, exclusive and perpetual right to explore for, remove and dispose of the same by any means or methods, suitable to the Grantor, its successor and assigns, but without entering upon or using the surface of the lands above described, and in such manner as not to interfere with the use thereof by the Grantee, its successors and assigns."

6. Matters as disclosed by survey recorded March 9, 1981, November 14, 1995, May 15, 1998 and July 9, 2008 under Auditor's File Nos. 8103090040 , 9511140044 , 9805150060 , and 200807090029 , records of Skagit County, Washington.

7. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

   Grantee: Cascade Natural Gas
   Purpose: The right to construct, install, operate, maintain, protect, improve, repair and abandon in place a natural gas pipeline or pipelines, regulation devices and metering equipment under, over, through and across the above-described lands
   Area Affected: A portion of Tracts 20 & 24, Plate 9 and portions of vacated streets
   Recorded: December 3, 1985 and December 11, 1985
   Auditor's File Nos.: 8512030030 and 8512110054

8. INTERLOCAL AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

   Between: The Port of Anacortes
   And: The City of Anacortes
   Dated: July 22, 1988
   Recorded: July 29, 1988
   Auditor's No.: 8807290027

9. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

   Grantee: Burlington Northern Railroad Company
   Purpose: A railroad easement
   Area Affected: A portion of subject lands
   Dated: December 12, 1988
   Recorded: June 14, 1989
   Auditor's No.: 8906140002

10. INTERLOCAL COOPERATIVE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

    Between: Port of Anacortes and City of Anacortes
    Recorded: November 12, 2002
    Auditor's No.: 200211120186

11. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

    Grantee: City of Anacortes
    Purpose: A water pipeline together with the right of ingress and egress over said property and to allow Anacortes Yacht Club and its agents to construct a gravel driveway
    Area Affected: A portion of subject lands
    Recorded: July 1, 2013
    Auditor's No.: 201307010147

12. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS:

    Declaration Dated: November 23, 2011
    Recorded: January 5, 2012
    Auditor's No.: 201201050053
    Executed By: Port of Anacortes and City of Anacortes

13. As to any portion of said land now, formerly or in the future covered by water: Questions or adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.

14. Easements, if any, for public utilities, pipelines or facilities installed in any portion of the vacated street or alley, lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same.

15. Any private right to use any portion of the vacated street or alley, lying within the land.

16. Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been, covered by water.

17. Right of use, control, or regulation by the United States of America in the exercise of power over commerce and navigation.

18. Any lien or liens that may arise or be created in consequence of or pursuant to an Act of the Legislature of the State of Washington entitled “An Act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon lands belong to the State, granting right of way across lands belonging to the States, approved March 9, 1893.

19. Matters as disclosed by survey recorded August 14, 2008 under Auditor's File No. 200808140040 , records of Skagit County, Washington.
(Includes other property)

20. City of Anacortes Ordinance No. 2023 and the terms and conditions thereof as recorded January 8, 1987 under Auditor's File No. 8701080055 .

21. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

    Tax Account No./Property ID No.: 3772-009-012-0007/P54953
    (Affects Parcel A)
    Year: 2023
    Amount Billed: $0.00
    Amount Paid: $0.00
    Balance: $0.00

    Tax Account No./Property ID No.: 350218-0-023-0000/P32883
    (Affects Parcel B)
    Year: 2023
    Amount Billed: $0.00
    Amount Paid: $0.00
    Balance: $0.00

    Tax Account No./Property ID No.: 350218-0-021-0002/P32881
    (Affects portion of Parcel C)
    Year: 2023
    Amount Billed: $0.00
    Amount Paid: $0.00
    Balance: $0.00

21. (continued):

Tax Account No./Property ID No.: 350218-0-025-0008/P32885
(Affects portion of Parcel C)
Year: 2023
Amount Billed: $0.00
Amount Paid: $0.00
Balance: $0.00

Tax Account No./Property ID No.: 350218-0-026-0007/P32886
(Affects portion of Parcel C)
Year: 2023
Amount Billed: $0.00
Amount Paid: $0.00
Balance: $0.00

Tax Account No./Property ID No.: 350218-0-027-0006/P32887
(Affects portion of Parcel C)
Year: 2023
Amount Billed: $0.00
Amount Paid: $0.00
Balance: $0.00

Tax Account No./Property ID No.: 350218-0-028-0005/P32888
(Affects portion of Parcel C)
Year: 2023
Amount Billed: $0.00
Amount Paid: $0.00
Balance: $0.00

Tax Account No./Property ID No.: 350218-0-031-0000/P32893
(Affects portion of Parcel C)
Year: 2023
Amount Billed: $0.00
Amount Paid: $0.00
Balance: $0.00

Tax Account No./Property ID No.: 350218-0-032-0009/P32894
(Affects portion of Parcel C)
Year: 2023
Amount Billed: $0.00
Amount Paid: $0.00
Balance: $0.00

Tax Account No./Property ID No.: 350218-0-033-0008/P32895
(Affects portion of Parcel C)
Year: 2023
Amount Billed: $0.00
Amount Paid: $0.00
Balance: $0.00

Tax Account No./Property ID No.: 350218-0-034-0007/P32896
(Affects portion of Parcel C)
Year: 2023
Amount Billed: $0.00
Amount Paid: $0.00
Balance: $0.00

22. Liability for exempt taxes in the event of sale of the property to a taxpayer not entitled to an exempt status, or in the event of disallowance of the exemption for all or part of the current year. Investigation should be made as to the exempt portion for a proper payoff from the Skagit County Treasurer's Office.

23. Municipal assessments and impact fees, if any, levied by City of Anacortes.

24. The property description included herein is based upon the application for Title Insurance. Before any instrument(s) pertaining to this property is/are prepared, the description should be verified and approved by all parties.

25. Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon said Land, and rights of tenants to remove trade fixtures at the expiration of the term.

First American Title™	Subdivision Guarantee
	ISSUED BY **First American Title Insurance Company**
Schedule C	GUARANTEE NUMBER **5003353-0003654e**

File No.: 208627-LT

The land in the County of Skagit, State of Washington, described as follows:

PARCEL "A": (P54953)

Lots 11 and 12, Block 9, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, pages 4 through 7, records of Skagit County, Washington.

Situate in the City of Anacortes, County of Skagit, State of Washington.

PARCEL "B": (P32883)

Tract 32, PLATE NO. 9, Tide and Shorelands, Section 18, Township 35 North, Range 2 East, W.M.

TOGETHER WITH that portion of vacated 8th Street that attaches by operation of law, and set forth in Vacation Ordinance No. 2023 and recorded January 8, 1987, under Auditor's File No. 8701080055.

Situate in the City of Anacortes, County of Skagit, State of Washington.

PARCEL "C": (P32881, P32885, P32886, P32887, P32888, P32893, P32894, P32895, P32896)

Tracts 35, 38 and 39, Plate 9, TIDE AND SHORE LANDS OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., ANACORTES HARBOR, according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, also known as Anacortes Tidelands Plate 9;

TOGETHER WITH Tract 34, Plate 9, TIDE AND SHORE LANDS OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M,, ANACORTES HARBOR, according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, also known as Anacortes Tidelands Plate 9; Together with any vacated street or alley, which upon vacation reverted to said premises by operation of law;

TOGETHER WITH Tract 30, Plate 9. TIDE AND SHORE LANDS OF SECTION 18, TOWNSHIP 35, NORTH, RANGE 2 EAST, W.M., ANACORTES HARBOR, according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, also known as Anacortes Tidelands Plate 9; Together with South half of vacated 8th Street, which upon vacation reverted to said premises by operation;

AND ALSO TOGETHER WITH Tract 37, Plate 9, TIDE AND SHORE LANDS OF SECTION 18, TOWNSHIP 35. NORTH, RANGE 2 EAST, W.M., ANACORTES HARBOR, according to the official map thereof in the office of the State Land Commissioner at Olympia, Washington, also known as Anacortes Tidelands, Plate 9;
Together with any vacated street or alley, which upon vacation reverted to said premises by operation of law.

Situate in the City of Anacortes, County of Skagit, State of Washington.

First American Title™	Subdivision Guarantee
	ISSUED BY **First American Title Insurance Company**
Informational Notes	GUARANTEE NUMBER **5003353-0003654e**

File No.: 208627-LT

1. Where an abbreviated legal description is required on your documents, the following is suggested:

   Lots 11-12, "Block 9, City of Anacortes; portions of Tracts 30, 32, 34, 35, 37, 38 & 39, Plate 9, Anacortes Tidelands

2. Unless otherwise specified, this Company has assigned this file to the following Underwriter for the policy to issue: First American Title Insurance Company.

Exhibit E: City of Anacortes Title Reports

First American Title™	Subdivision Guarantee
	ISSUED BY **First American Title Insurance Company**
Guarantee	GUARANTEE NUMBER **5003353-0003654e**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 208627-LT
Loan #: N/A
Policy #: 5003353-0003654e

Issued By:

Land Title and Escrow Company
111 E. George Hopper Road
Burlington, WA 98233

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:
(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
(e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.
An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and

Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**

First American Title™	Subdivision Guarantee ISSUED BY **First American Title Insurance Company**
Schedule A	GUARANTEE NUMBER **5003353-0003654e**

Order No.: 208627-LT Liability: $2,000.00 Fee: $750.00
Tax: $64.50
Extra Parcel/Service Fee: $200.00
Tax: $17.20

Name of Assured: Pacific Surveying & Engineering and The Port of Anacortes

Date of Guarantee: March 15, 2023 at 8:00 a.m.

The assurances referred to on the face page hereof are:

1. Title is vested in: The Port Of Anacortes, a Washington Municipal Corporation

2. That, according to the Public Records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee:

   A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

   B. Water rights, claims or title to water.

   C. Tax Deeds to the State of WA.

   D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it..

By: Jennie Barnwell

Land Title and Escrow Company,
111 E. George Hopper Road
Burlington, WA 98233
Authorized Countersignature

First American Title™	Subdivision Guarantee
	ISSUED BY **First American Title Insurance Company**
Guarantee	GUARANTEE NUMBER **5003353-0003652e**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE CONDITIONS AND STIPULATIONS OF THIS GUARANTEE,

FIRST AMERICAN TITLE INSURANCE COMPANY
a Nebraska corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability stated in Schedule A, which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

First American Title Insurance Company

Kenneth D. DeGiorgio, President

Greg L. Smith, Secretary

For Reference:

File #: 208630-LT
Loan #: N/A
Policy #: 5003353-0003652e

Issued By:

Land Title and Escrow Company
111 E. George Hopper Road
Burlington, WA 98233

This jacket was created electronically and constitutes an original document

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
   (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
   (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.
2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:
   (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
   (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
   (c) The identity of any party shown or referred to in Schedule A.
   (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms.
The following terms when used in the Guarantee mean:
(a) the "Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
(b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
(c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
(d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
(e) "date": the effective date.

2. Notice of Claim to be Given by Assured Claimant.
An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.
The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate.
Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:
(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
(b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.

To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosection of any litigation for which the Company has exercised its options under Paragraph 4.

7. Determination and Extent of Liability.

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

(a) the amount of liability stated in Schedule A or in Part 2;

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and

Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

(c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

8. Limitation of Liability.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the amount of liability pro tanto.

10. Payment of Loss.

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. Arbitration.

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the Amount of Liability is $2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. Liability Limited to This Guarantee; Guarantee Entire Contract.

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707 Claims.NIC@firstam.com Phone: 888-632-1642 Fax: 877-804-7606**

First American Title™	Subdivision Guarantee
	ISSUED BY **First American Title Insurance Company**
Schedule A	GUARANTEE NUMBER **5003353-0003652e**

Order No.: 208630-LT Liability: $2,000.00 Fee: $750.00
Tax: $64.50

Name of Assured: Pacific Surveying & Engineering, Inc. and The City of Anacortes

Date of Guarantee: March 15, 2023 at 8:00 a.m.

The assurances referred to on the face page hereof are:

1. Title is vested in: City Of Anacortes, a Washington Municipal Corporation

2. That, according to the Public Records relative to the land described in Schedule C attached hereto (including those records maintained and indexed by name), there are no other documents affecting title to said land or any portion thereof, other than those shown under Record Matters in Schedule B.

3. The following matters are excluded from the coverage of this Guarantee:

   A. Unpatented Mining Claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.

   B. Water rights, claims or title to water.

   C. Tax Deeds to the State of WA.

   D. Documents pertaining to mineral estates.

4. No guarantee is given nor liability assumed with respect to the validity, legal effect or priority of any matter shown herein.

5. This Guarantee is restricted to the use of the Assured for the purpose of providing title evidence as may be required when subdividing land pursuant to the provisions of Chapter 58.17, R.C.W., and the local regulations and ordinances adopted pursuant to said statute. It is not to be used as a basis for closing any transaction affecting title to said property.

6. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment, guarantee or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it..

By: Jennie Barnwell

Land Title and Escrow Company,
111 E. George Hopper Road
Burlington, WA 98233
Authorized Countersignature

File No.: 208630-LT

RECORD MATTERS

1. COVENANTS, CONDITIONS AND RESTRICTIONS, CONTAINED IN DEED:

   Recorded: October 26, 1905
   Auditor's No.: 54021 (Volume 56 of Deeds, page 321)
   Executed By: State of Washington
   As Follows:

   Subject, however, to any lien or liens that may arise or be created in consequence of or pursue out to the provisions of an act of the Legislature of the State of Washington, entitled "An Act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon tide and shore lands belonging to the state, granting rights of way across lands belonging to the state," approved March 9, 1893.
   (Affects portion in Plate 9, Anacortes Tidelands)

2. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE FACE OF SAID PLAT OR SHORT PLAT:

   Plat/Short Plat: Bowman's Central Ship Harbor Water Front Plat of Anacortes
   Auditor's File No.: Volume 2 of Plats, page 33

3. Matters as disclosed by survey recorded March 9, 1981 under Auditor's File No. 8103090040 , records of Skagit County, Washington.

4. INTERLOCAL AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

   Between: The Port of Anacortes
   And: The City of Anacortes
   Dated: July 22, 1988
   Recorded: July 29, 1988
   Auditor's No.: 8807290027

5. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

   Grantee: Burlington Northern Railroad Company
   Purpose: A railroad easement
   Area Affected: A portion of subject lands
   Dated: December 12, 1988
   Recorded: June 14, 1989
   Auditor's No.: 8906140002

6. Matters as disclosed by survey recorded November 14, 1995 under Auditor's File No. 9511140044 , records of Skagit County, Washington.
   (Affects a portion)

7. INTERLOCAL COOPERATIVE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

   Between: Port of Anacortes and City of Anacortes
   Recorded: November 12, 2002
   Auditor's No.: 200211120186

8. As to any portion of said land now, formerly or in the future covered by water: Questions or adverse claims related to (1) lateral boundaries of any tidelands or shorelands; (2) shifting in course, boundary or location of the body of water; (3) rights of the State of Washington if the body of water is or was navigable; and (4) public regulatory and recreational rights (including powers of the USA) or private riparian rights which limit or prohibit use of the land or water.

9. Easements, if any, for public utilities, pipelines or facilities installed in any portion of the vacated street or alley, lying within the land, together with the right of ingress and egress to repair, maintain, replace and remove the same.

10. Any private right to use any portion of the vacated street or alley, lying within the land.

11. RESERVATIONS CONTAINED IN DEED:

    Executed By: Port of Anacortes
    Recorded: January 5, 2012
    Auditor's No.: 201201050053
    As Follows:

    "(1.)The Port is retaining the ownership of the property immediately West of the Depot Property along "R" Avenue (the "Port's Retained Depot Parcel"). In the context of the use of the Port's Retained Depot Parcel, in conjunction with other Port adjacent property which is used for marine industrial activities, the Port reserves any rights to reasonably operate these marine industrial activities. The City acknowledges that the operations currently functioning on the Port's Retained Depot Parcel and the Port adjacent property are within the limits of the current zoning.

    (2.)The Grantor reserves the right to construct and maintain (including the right to remove trees as may be necessary) a right of way connecting the East and West sides of 6th Street across and through the Property.

    (3.)The Grantor reserves a storm water easement from the Ports Retained Depot Property eastward towards and including the wetlands on the Property. It is understood and agreed that the delivery of this deed is hereby tendered, and that the terms and obligations hereunder shall be run with the land and binding upon the Grantee and Grantee's successors in title to the Property."

12. RIGHT OF WAY AND ROAD MAINTENANCE AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

    Between: The Port of Anacortes
    And: City of Anacortes
    Dated: November 28, 2011
    Recorded: January 5, 2012
    Auditor's No.: 201201050054

13. INTERLOCAL COOPERATIVE AGREEMENT BETWEEN PORT OF ANACORTES AND CITY OF ANACORTES, AND THE TERMS AND CONDITIONS THEREOF:

    Between: The Port of Anacortes
    And: The City of Anacortes
    Dated: November 23, 2011
    Recorded: January 17, 2012
    Auditor's No.: 201201170067

14. General and special taxes and charges, payable February 15; delinquent if first half unpaid on May 1 or if second half unpaid on November 1 of the tax year (amounts do not include interest and penalties):

    Tax Account No./Property ID No.: 350218-0-018-0007/P32877
    Year: 2023
    Amount Billed: $0.00
    Amount Paid: $0.00
    Balance: $0.00

    Tax Account No./Property ID No.: 350218-0-022-0001/P32882
    Year: 2023
    Amount Billed: $0.00
    Amount Paid: $0.00
    Balance: $0.00

15. Liability for exempt taxes in the event of sale of the property to a taxpayer not entitled to an exempt status, or in the event of disallowance of the exemption for all or part of the current year. Investigation should be made as to the exempt portion for a proper payoff from the Skagit County Treasurer's Office.

16. Municipal assessments and impact fees, if any, levied by City of Anacortes.

First American Title™	Subdivision Guarantee
	ISSUED BY **First American Title Insurance Company**
Schedule C	GUARANTEE NUMBER **5003353-0003652e**

File No.: 208630-LT

The land in the County of Skagit, State of Washington, described as follows:

PORTIONS OF BLOCKS 23 AND 26, PLAT OF BOWMAN'S CENTRAL SHIP HARBOR WATERFRONT PLAT OF ANACORTES, SKAGIT COUNTY, WASHINGTON, ACCORDING TO THE PLAT RECORDED IN VOLUME 2 OF PLATS PAGE 33, RECORDS OF SKAGIT COUNTY, WASHINGTON AND PORTIONS OF TRACTS 22 AND 31, PLATE 9 OF THE PLAT OF TIDE AND SHORELANDS OF ANACORTES HARBOR IN SECTION 18, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M. ACCORDING TO THE OFFICIAL MAP THEREOF IN THE OFFICE OF THE STATE LAND COMMISSIONER AT OLYMPIA, WASHINGTON, TOGETHER WITH VACATED ALLEYS, VACATED 7TH STREET AND VACATED 'R' AVENUE' ABUTTING, DESCRIBED AS FOLLOWS:

THAT CERTAIN TRACT OF LAND CONVEYED TO THE CITY OF ANACORTES BY BURLINGTON NORTHERN RAILROAD BY DEED RECORDED UNDER SKAGIT COUNTY AUDITOR''S FILE NO. 8102270020 AND THAT PORTION OF VACATED MARKET STREET ABUTTING SAID TRACT WHICH WOULD ATTACH BY OPERATION OF LAW;

EXCEPTING FROM ALL OF THE ABOVE THOSE CERTAIN TRACTS OF LAND CONVEYED TO THE PORT OF ANACORTES DESCRIBED AS PARCELS 'D' AND 'G' WITHIN THAT DEED RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201201050051;

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON.

First American Title™	Subdivision Guarantee
	ISSUED BY **First American Title Insurance Company**
Informational Notes	GUARANTEE NUMBER **5003353-0003652e**

File No.: 208630-LT

1. Where an abbreviated legal description is required on your documents, the following is suggested:

   portion Blocks 23 & 26, Bowman's Central Ship Harbor Waterfront Plat of Anacortes AND Plate 9, Anacortes Tidelands

2. The property description included herein is based upon the application for Title Insurance. Before any instrument(s) pertaining to this property is/are prepared, the description should be verified and approved by all parties.

3. Unless otherwise specified, this Company has assigned this file to the following Underwriter for the policy to issue: First American Title Insurance Company.

Integra Realty Resources
Seattle

Appraisal of Real Property

SE Corner of 9th street and R Avenue
Street Vacation
9th St. and R Ave.
Anacortes, Skagit County, Washington 98221

Prepared For:
Port of Anacortes

Date of the Report:
February 19, 2024

Report Format:
Appraisal Report

IRR - Seattle
File Number: 154-2024-0044

Subject Photographs

SE Corner of 9th street and R Avenue
9th St. and R Ave.
Anacortes, Washington

Aerial Photograph

Integra Realty Resources
Seattle

600 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5731
www.irr.com

February 19, 2024

Brenda Treadwell
Director of Planning
Port of Anacortes
100 Commercial Avenue
Anacortes, WA 98221

SUBJECT: Market Value Appraisal
SE Corner of 9th street and R Avenue
9th St. and R Ave.
Anacortes, Skagit County, Washington 98221
IRR - Seattle File No. 154-2024-0044

Dear Ms. Treadwell:

Integra Realty Resources – Seattle is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value as is, pertaining to the fee simple interest in the property.

The client for the assignment is Port of Anacortes. The intended user of this report is the client. The intended use of the report is for street vacation purposes. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

The subject is a portion of an existing right-of-way known as 9th Street and R Avenue, containing an area of 0.18 acres or 8,050 square feet. The property is zoned CM, Commercial Marine, which permits day care, general-service, office, overnight lodging, parking, passenger terminal, indoor recreation. The adjacent property owner has submitted an application to the City for vacation of the subject.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable state appraisal regulations.

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinions of value are as follows:

Value Conclusion			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	January 20, 2024	$100,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. For appraisal purposes, we make the extraordinary assumptioon that there are no easements, encroachments, or restrictions present on the subject that would affect value.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Seattle

Lyzabeth Cui
Washington Certified General Real Estate Appraiser #22014487
Telephone: 206.436.1171
Email: lcui@irr.com

Lori E. Safer, MAI, AI-GRS
Washington Certified General Real Estate Appraiser #1100546
Telephone: 206.436.1177
Email: lesafer@irr.com

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Quality Assurance

IRR Quality Assurance Program

At IRR, delivering a quality report is a top priority. Integra has an internal Quality Assurance Program in which managers review material and pass an exam in order to attain IRR Certified Reviewer status. By policy, every Integra valuation assignment is assessed by an IRR Certified Reviewer who holds the MAI designation, or is, at a minimum, a named Director with at least ten years of valuation experience.

This quality assurance assessment consists of reading the report and providing feedback on its quality and consistency. All feedback from the IRR Certified Reviewer is then addressed internally prior to delivery. The intent of this internal assessment process is to maintain report quality.

Designated IRR Certified Reviewer

The IRR Certified Reviewer who provided the quality assurance assessment for this assignment is Lori E. Safer, MAI, AI-GRS.

Executive Summary

Property Name	SE Corner of 9th street and R Avenue	
Address	9th St. and R Ave. Anacortes, Skagit County, Washington 98221	
Property Type	Land-Government/Institutional	
Owner of Record	City of Anacortes	
Tax ID	North of P32886, East of P32883, South of P32877, West of P32881	
Land Area	0.18 acres; 8,050 SF	
Zoning Designation	CM, Commercial Marine	
Highest and Best Use	Industrial use	
Exposure Time; Marketing Period	6-9 months; 6-9 months	
Effective Date of the Appraisal	January 20, 2024	
Date of the Report	February 19, 2024	
Property Interest Appraised	Fee Simple	
Sales Comparison Approach		
Number of Sales	4	
Range of Sale Dates	Mar 21 to Jan 23	
Range of Prices per SF (Unadjusted)	$8.75 - $14.19	
Market Value Conclusion	$100,000	($12.42/SF)

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Port of Anacortes may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. For appraisal purposes, we make the extraordinary assumptioon that there are no easements, encroachments, or restrictions present on the subject that would affect value.

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Identification of the Appraisal Problem

Subject Description

The subject is a portion of an existing right-of-way known as 9th Street and R Avenue, containing an area of 0.18 acres or 8,050 square feet. The property is zoned CM, Commercial Marine, which permits day care, general-service, office, overnight lodging, parking, passenger terminal, indoor recreation. The adjacent property owner has submitted an application to the City for vacation of the subject.

Property Identification	
Property Name	SE Corner of 9th street and R Avenue
Address	9th St. and R Ave. Anacortes, Washington 98221
Tax ID	North of P32886, East of P32883, South of P32877, West of P32881
Owner of Record	City of Anacortes

Current Ownership and Sale History

The property is part of a public right-of-way, with title assumed to be vested in the City of Anacortes. To the best of our knowledge, no sale or transfer of ownership has occurred within the past three years. As the effective date of this appraisal, the subject property is under petition for vacation from the City of Anacortes to the adjacent property owner.

Appraisal Purpose

The purpose of the appraisal is to develop the following opinion(s) of value:

- The market value as is of the fee simple interest in the subject property as of the effective date of the appraisal, January 20, 2024

The date of the report is February 19, 2024. The appraisal is valid only as of the stated effective date or dates.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;

3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. [1]

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[2]

Client and Intended User(s)

The client and intended user is Port of Anacortes. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

Intended Use

The intended use of the appraisal is for street vacation purposes. The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations;

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in

[1] Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472
[2] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. The steps taken to verify comparable data are disclosed in the addenda of this report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, seismic zone designation, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

Contacts

In addition to public records and other sources cited in this appraisal, information pertaining to the subject was obtained from the following party: Adam Morrow, PLS, Survey Project Manager, Principal, Pacific Surveying & Engineering, Inc.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection		
Party	Inspection Type	Inspection Date
Lyzabeth Cui	On-site	January 20, 2024
Lori E. Safer, MAI, AI-GRS	None	None - but is familiar with the property type and market area.

Valuation Methodology

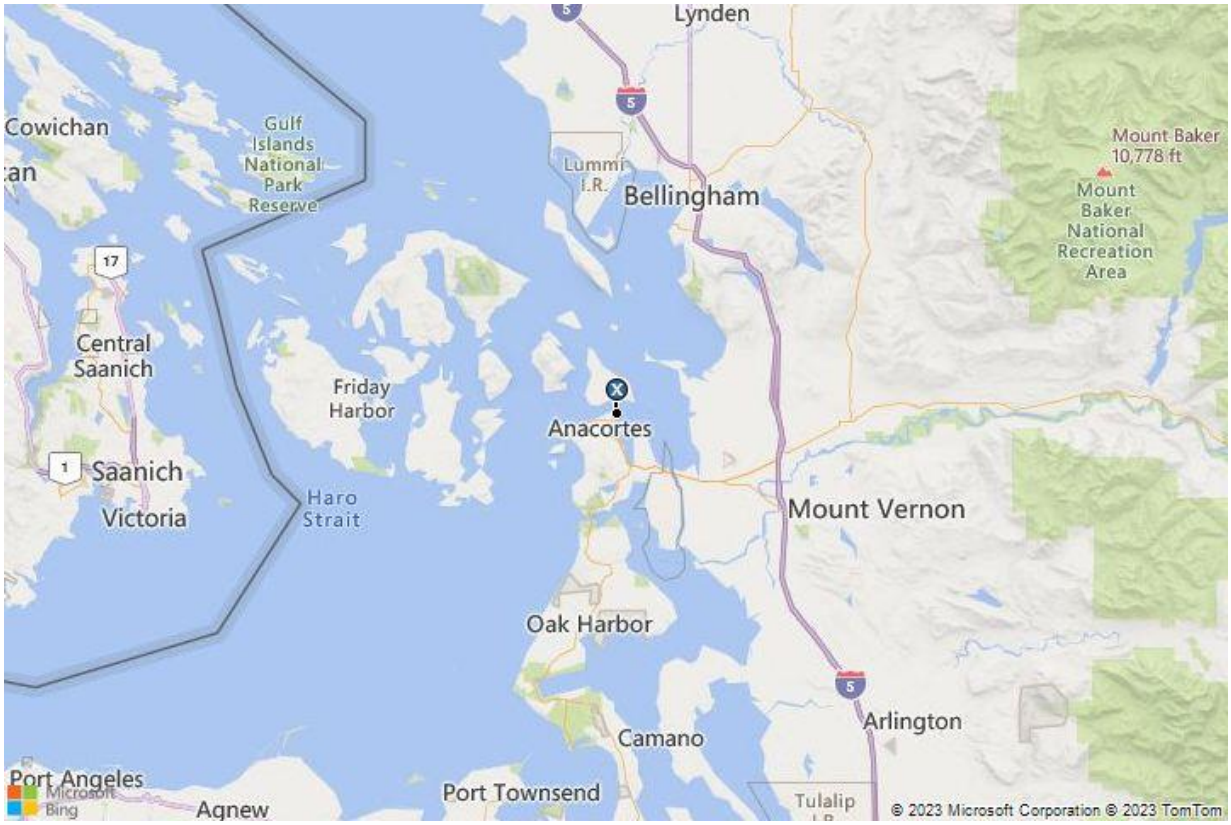
Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

In developing an opinion of value for the subject, only the sales comparison approach is used. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Area Map


Lynden
Cowichan
Gulf Islands National Park Reserve
Lummi I.R.
Bellingham
Mount Baker 10,778 ft
Mount Baker National Recreation Area
Central Saanich
Friday Harbor
Anacortes
Saanich
Victoria
Haro Strait
Mount Vernon
Oak Harbor
Arlington
Camano
Port Angeles
Port Townsend
Agnew
Tulalip
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Surrounding Area Analysis

Location

The subject is located in the city of Anacortes, which is situated at the western edge of Skagit County.

Boundaries & Delineation	
Boundaries	
Market Area	Mount Vernon MSA (Skagit County)
Submarket	Anacortes
Area Type	Suburban
Delineation	
North	Whatcom County
South	Snohomish County
East	Chelan and Okanogan Counties
West	Puget Sound

Access and Linkages

Primary highway access to the area is via State Route 20. Interstate 5 is approximately 19 miles east of the subject. Public transportation is provided by Skagit Transit, which provides access to Mount Vernon, Burlington, Sedro-Woolley, La Conner, Anacortes, and Concrete. Overall, the primary mode of transportation in the area is the automobile.

Anacortes features a Washington State ferry terminal with ferries that link Anacortes to the San Juan Islands and Victoria, British Columbia. Additionally, Skagit County operates a ferry that links Anacortes with Guemes Island.

Access & Linkages	
Vehicular Access	
Major Highways	Highway 20 and Interstate 5
Primary Corridors	North/South
Vehicular Access Rating	Average
Public Transit	
Providers	Skagit Transit
Transit Access Rating	Average
Airport(s)	
Name	Anacortes Regional Airport
Distance	4 miles southwest
Driving Time	8 min.
Primary Transportation Mode	Automobile

Demand Generators

The bulk of employment in Skagit County is located in the tri–city area of Mount Vernon, Burlington and Sedro–Woolley, with a secondary employment center located in Anacortes. Primary

employers/employment centers include the Burlington industrial district and the Cascade Mall business district of south Burlington.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics

2023 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	98221	Mount Vernon MSA	Washington
Population 2020	7,404	16,920	21,542	22,866	129,523	7,705,281
Population 2023	7,489	17,230	21,961	23,306	131,778	7,863,719
Population 2028	7,698	17,907	22,870	24,262	136,957	8,204,278
Compound % Change 2020-2023	0.4%	0.6%	0.6%	0.6%	0.6%	0.7%
Compound % Change 2023-2028	0.6%	0.8%	0.8%	0.8%	0.8%	0.9%
Households 2020	3,423	7,492	9,580	10,164	50,371	2,974,692
Households 2023	3,472	7,639	9,781	10,375	51,219	3,029,278
Households 2028	3,581	7,954	10,207	10,823	53,291	3,157,573
Compound % Change 2020-2023	0.5%	0.6%	0.7%	0.7%	0.6%	0.6%
Compound % Change 2023-2028	0.6%	0.8%	0.9%	0.8%	0.8%	0.8%
Median Household Income 2023	$63,352	$79,670	$81,352	$82,329	$75,796	$89,445
Average Household Size	2.1	2.3	2.2	2.2	2.5	2.5
College Graduate %	34%	42%	42%	43%	27%	37%
Median Age	45	49	51	52	42	39
Owner Occupied %	51%	67%	70%	71%	70%	63%
Renter Occupied %	49%	33%	30%	29%	30%	37%
Median Owner Occupied Housing Value	$513,040	$586,905	$605,736	$610,110	$446,938	$510,382
Median Year Structure Built	1971	1986	1987	1987	1984	1983
Average Travel Time to Work in Minutes	22	24	25	24	28	31

Source: Claritas

As shown above, the current population within a 3-mile radius of the subject is 68,425, and the average household size is 2.6. Population in the area has grown since the 2020 census, and this trend is projected to continue over the next five years. Compared to the Mount Vernon MSA overall, the population within a 3-mile radius is projected to grow at a slower rate.

Median household income is $61,041, which is lower than the household income for the Mount Vernon MSA. Residents within a 3-mile radius have a considerably lower level of educational attainment than those of the Mount Vernon MSA, while median owner-occupied home values are considerably lower.

These demographic factors combined with the employment base discussed previously provide the basis of demand for multifamily housing in this area.

Land Use

The area is suburban in character and approximately 75% developed. Predominant land uses in the immediate vicinity of the subject include a mix of commercial and residential uses (both single family and multifamily) with typical ages of building improvements ranging from 10 to 60 years.

Land uses immediately surrounding the subject are summarized below.

Immediate Surroundings	
North	Park
South	Parking lot
East	Cap Sante Marina
West	Residential

Development Activity and Trends

During the last five years, development has been predominantly of multifamily and industrial uses. The pace of development has generally accelerated over this time, up through mid-2022. Since mid-year 2022, development has slowed a bit due to the Federal Reserve's aggressive interest rate increases.

Outlook and Conclusions

The area is in the stable stage of its life cycle. Given the history of the area and the growth trends, it is anticipated that property values will remain stable in the near future.

Property Analysis

Land Description and Analysis

Land Description	
Land Area	0.18 acres; 8,050 SF
Source of Land Area	Engineering Report
Primary Street Frontage	9th Street
Shape	Irregular
Corner	No
Topography	Generally level and at street grade
Environmental Hazards	None reported or observed
Ground Stability	No problems reported or observed
Flood Area Panel Number	5303170040A
Date	September 17, 2003
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	City of Anacortes
Zoning Designation	CM
Description	Commercial Marine
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	Day care, general-service, office, overnight lodging, parking, passenger terminal, indoor recreation, marinas and boat moorage, restaurant/bar, retail sales (25,000 sq. ft. or less), marine sales/rental, light manufacturing, research and development, self-service storage, water-oriented industrial uses, civics, parks, plazas, open spaces, and natural areas.
Principal Stuctures Height, base	35
Principal Stuctures Height, maximum with bonus	50
Maximum Building Size without a	200000
Street setback minimum	10
Utilities	
Service	Provider
Water	City of Anacortes
Sewer	City of Anacortes
Electricity	Puget Sound Energy
Natural Gas	Cascade Natural Gas
Local Phone	Various

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

Easements, Encroachments and Restrictions

A current title report was not provided for review. There are no apparent easements, encroachments, or restrictions that would adversely affect value. This valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

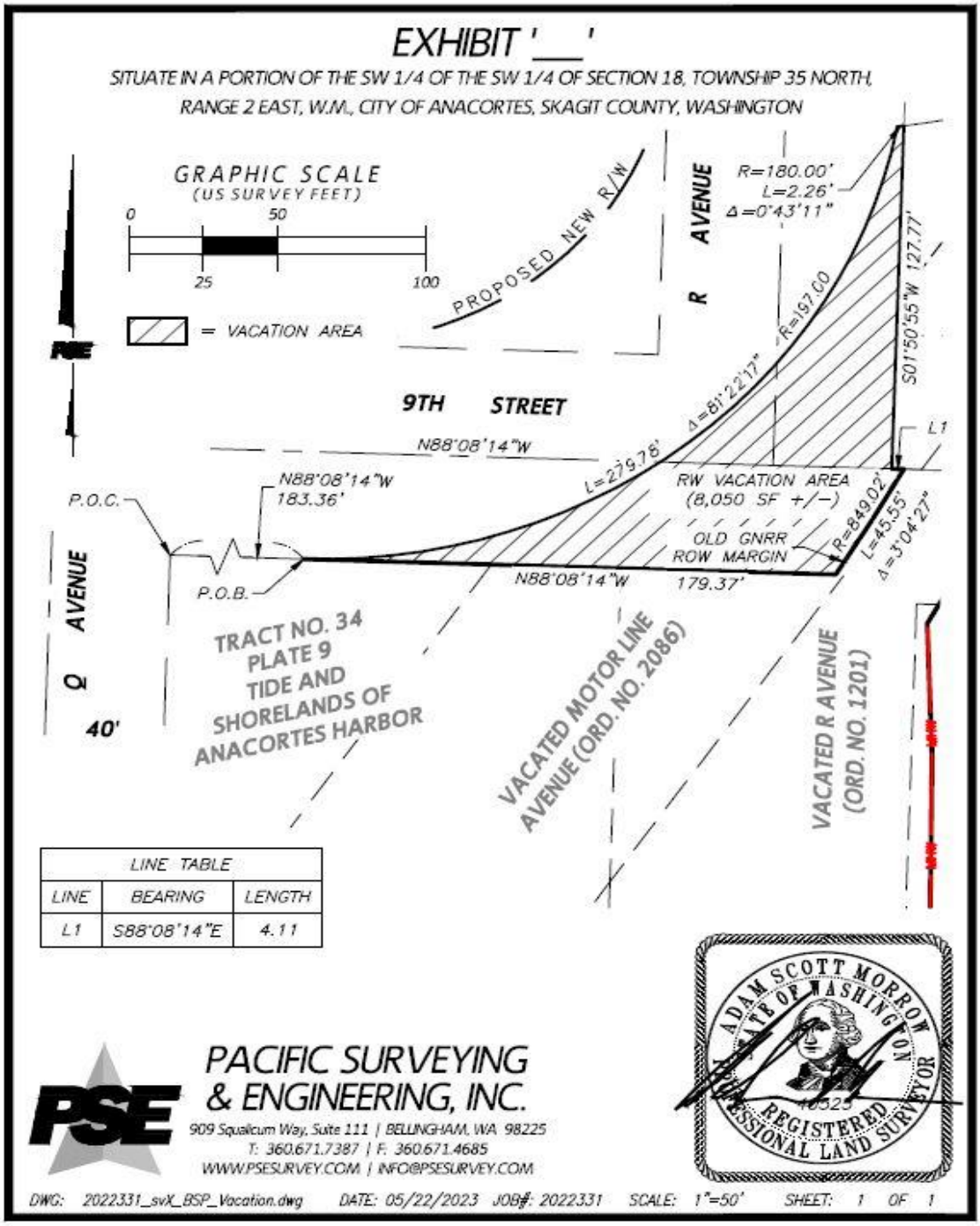
Adjacent Property Characteristics

The section of right-of-way valued in this report is bounded by CM (Commercial Marine) zoned land owned by the Port of Anacortes. We consider the subject right-of-way to have characteristics most similar to the southern parcel for industrial use. The subject area is delineated in the street vacation map on Page 14, indicated by forward slashes. Vacation of the subject by the City will allow the petitioning property owner, Port of Anacortes, to realign Market Street, R Avenue, and 9th Street and create a meaningful public open space area.

Conclusion of Site Analysis

Overall, if the subject is vacated and adjoined with the abutting property, the physical characteristics and the availability of utilities result in a functional site, suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include a variety of commercial uses including office, retail, public use, and industrial. No other restrictions on development are apparent.

Street Vacation Map



1

6

2

9

4

10

8

3

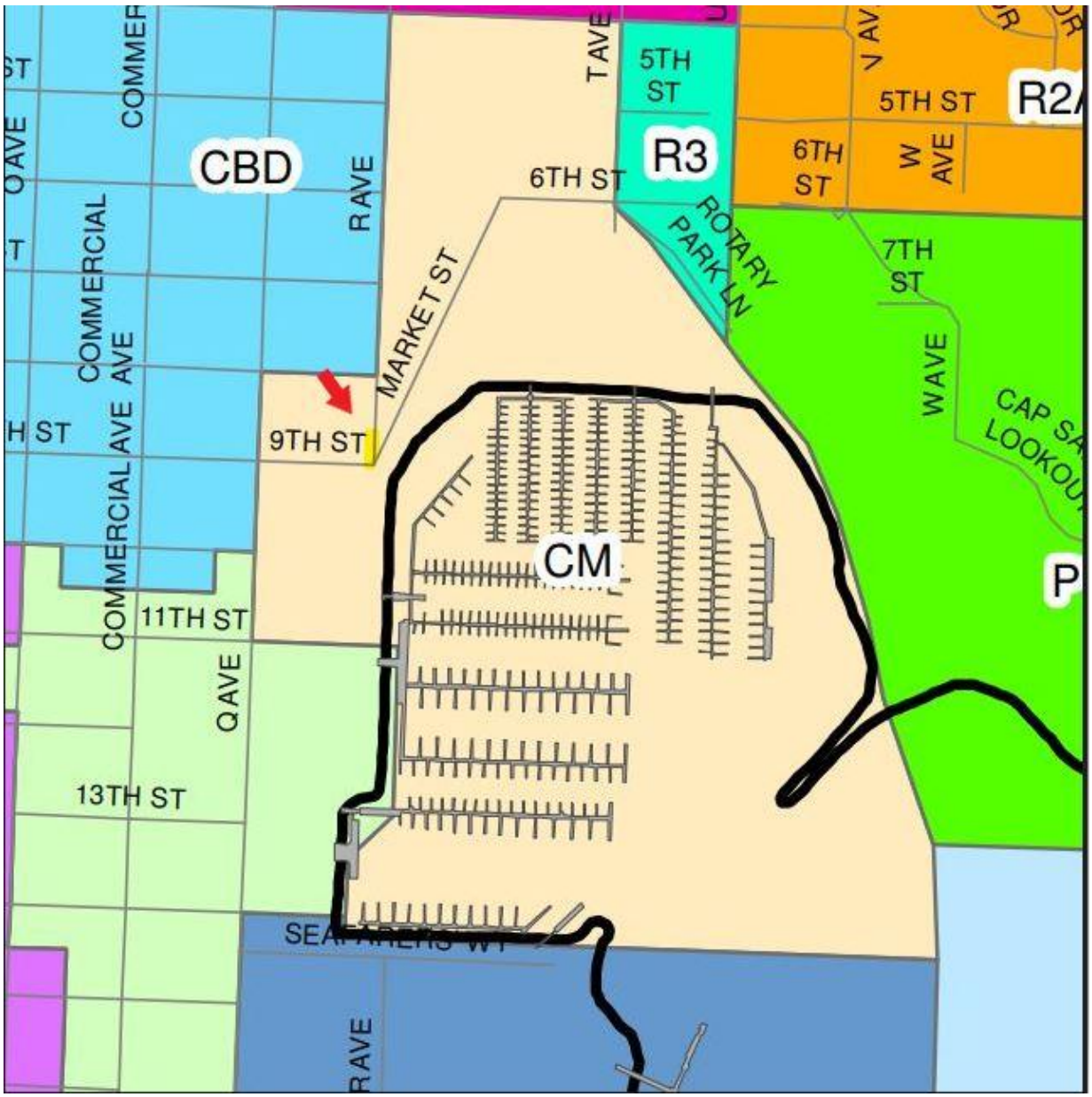
7

5

Ariel Photo Map

The photographs on Pages 15 and 16 correspond to the areas labeled in yellow on the map above.

Zoning Map


CBD
R3
CM
5TH ST
6TH ST
7TH ST
9TH ST
11TH ST
13TH ST
MARKET ST
ROTARY PARK LN
COMMERCIAL AVE
R AVE
Q AVE
W AVE
T AVE
W AVE
R2
P

Flood Hazard Map

Real Estate Taxes

Real estate taxes in Washington State represent ad valorem taxes, meaning a tax applied in proportion to value. The real estate taxes for an individual property are determined by dividing the assessed value of a property by $1,000, then multiplying by the levy (tax) rate. The levy rate is composed of a statewide tax rate plus one or more local taxing district rates. Assessors are mandated by State law to value property at 100% of market.

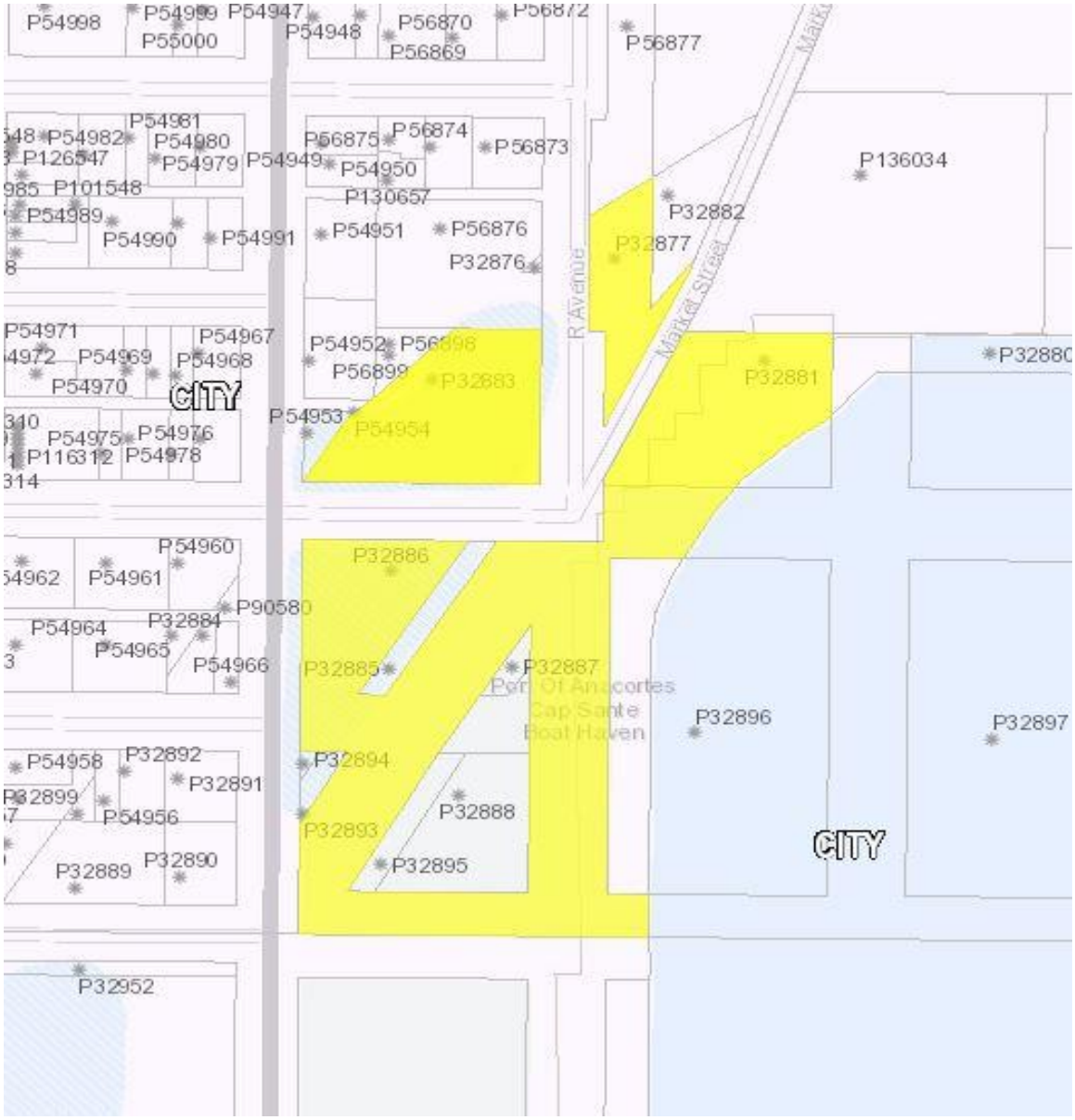
The subject property is not part of any recognized tax lot and is owned by the City of Anacortes. The following table illustrates the 2023 assessed values of the parcels adjacent to the subject, which are all owned by the Port of Anacortes.

Real estate taxes and assessments for the current tax year are shown in the following table.

Taxes and Assessments - 2023

	Assessed Value			Taxes and Assessments			
					Ad Valorem		
Tax ID	Land	Improvements	Total	Tax Rate	Taxes	Direct Assessments	Total
P32883	$1,096,700	$0	$1,096,700	0.740894%	$8,125	$0	$8,125
P32877	$177,400	$298,900	$476,300	0.740894%	$3,529	$0	$3,529
P32881	$1,147,300		$1,147,300	0.740894%	$8,500	$0	$8,500
P32886	$201,100	$37,900	$239,000	0.740894%	$1,771	$0	$1,771
	$2,622,500	$336,800	$2,959,300		$21,925	$0	$21,925

Assessor Parcel Map



Highest and Best Use

The highest and best use of a property is the reasonably probable use resulting in the highest value, and represents the use of an asset that maximizes its productivity.

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as vacant, and as improved. The appropriate valuation methodology for street rights-of-way is based on the concept of an alternative use being assignable to land segments within the overall right-of-way. In theory, the segments are divided down the centerline as each half is joined to the adjacent parcel along with the adjacent property's highest and best use and unit value (often referred to as "across-the-fence"). Therefore, an opinion of highest and best use must be developed for the across-the-fence parcel (inclusive of the subject site being analyzed), as if vacant. By definition, the highest and best use must be:

- Physically possible.
- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

As Though Vacant

First, the "across the fence" property is evaluated as though vacant, with no improvements.

Physically Possible

The physical characteristics of the abutting sites do not appear to impose any unusual restrictions on development. Overall, the physical characteristics of the abutting site(s) and the availability of utilities result in functional utility suitable for a variety of uses.

Legally Permissible

The abutting parcels are zoned CM, Commercial Marine. Permitted uses include day care, general-service, office, overnight lodging, parking, passenger terminal, indoor recreation, marinas and boat moorage, restaurant/bar, retail sales (25,000 sq. ft. or less), marine sales/rental, light manufacturing, research and development, self-service storage, water-oriented industrial uses, civics, parks, plazas, open spaces, and natural areas.. There are no apparent legal restrictions, such as easements or deed restrictions, effectively limiting the use of the property. Given prevailing land use patterns in the area, only industrial use is given further consideration in determining highest and best use of the site, as though vacant.

Financially Feasible

Based on the accompanying analysis of the market, there is currently adequate demand for industrial use in the subject's area. It appears a newly developed industrial use on the site would have a value commensurate with its cost. Therefore, industrial use is considered to be financially feasible.

Maximally Productive

There does not appear to be any reasonably probable use of the abutting sites that would generate a higher residual land value than industrial use. Accordingly, industrial use, developed to the normal market density level permitted by zoning, is the maximally productive use of the across-the-fence property.

Conclusion

Industrial development is the only use that meets the four tests of highest and best use. Therefore, it is concluded to be the highest and best use of the across-the-fence property as vacant.

As Improved

No improvements are situated on the subject. Therefore, a highest and best analysis as improved is not applicable.

Most Probable Buyer

Given the highest and best use of the site, the most likely potential buyer of the site is the abutting property owner.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

Our sales research focused on transactions within the following parameters:

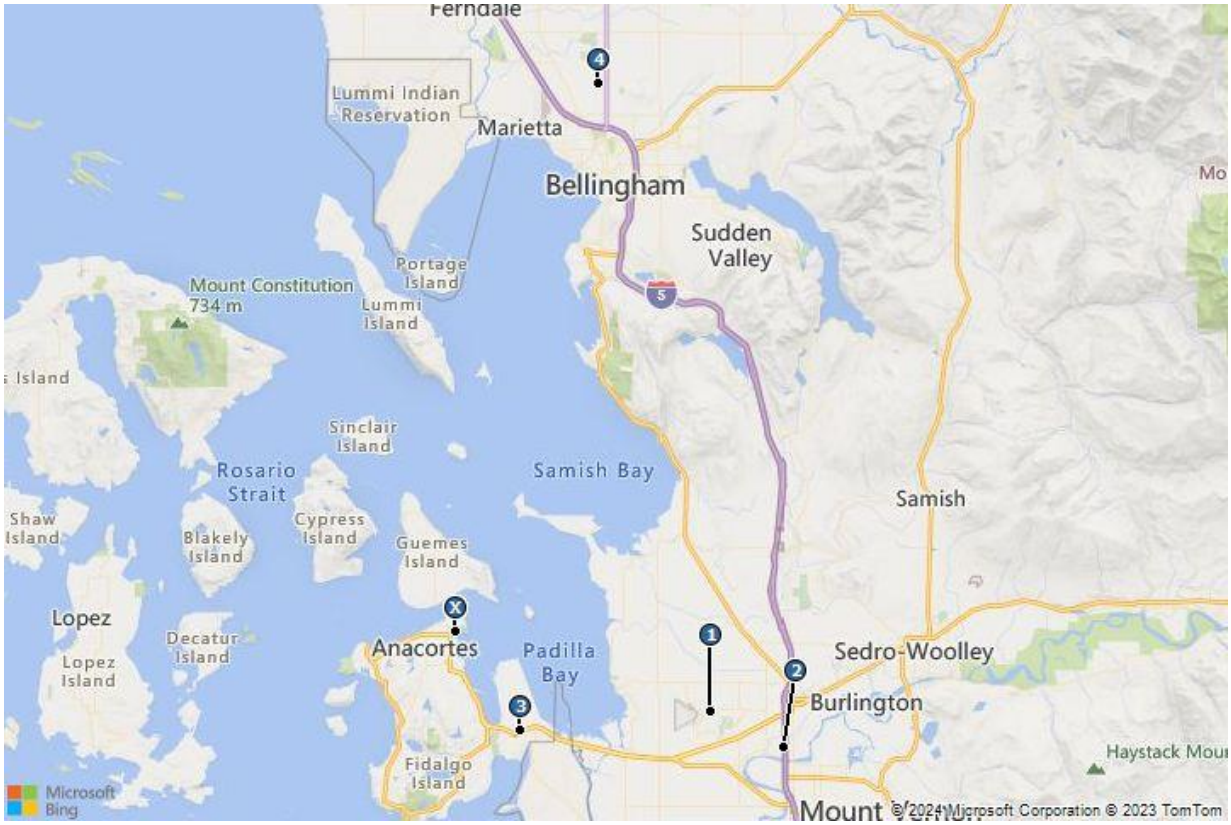
- Location: Whatcom County and Skagit County
- Size: Under 6 acres
- Use: Industrial
- Transaction Date: November 2021 – Effective Date of Value

For this analysis, we use price per square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Zoning	$/SF Land
1	Lot 5B Bay Ridge Bay Ridge Dr. Burlington Skagit County	Jan-23 Closed	$2,286,900	239,580 5.50	BR-LI	$9.55
	Comments: This is the January 2023 sale of 5.5 acres of industrial land for $2,286,900 or $415,800/acre. The sale price indicates a discount from asking of 12.50%. This is a flat, cleared lot at the end of a cul de sac. The buyer applied for a permit in August 2023 to construct a concrete tilt-up manufacturing building with parking and landscaping. The property sold without entitlements and all utilities were in the street. There were no brokers on the sale but the seller confirmed the information.					
2	McCorquedale Commercial Land 608 W. McCorquedale Rd. Burlington Skagit County	Jan-22 Closed	$575,000	40,510 0.93	C-2	$14.19
	Comments: This is the January 2022 sale of 0.93 acres of heavy commercial land for $575,000, or $14.19 per square-foot. The generally level lot was vacant and covered with shrubs and grasses at the time of sale. The buyer also purchased the eastern and western abutting properties from a separate buyer. This second/separate transaction took place in December 2021. It included about 6.97 acres of heavy commercial land and a 2,196 square-foot auto retail building for $5,000,000, or $16.47 per square-foot of land area. The buyer is using the property as a U-Haul Moving and Storage location. There were no permits for new development in place at the time of sale. This property has very close proximity to I-5.					
3	Industrial Land in Anacortes 8638 S. Marchs Point Rd. Anacortes Skagit County	Nov-21 Closed	$425,000	34,979 0.80	LM1	$12.15
	Comments: This was the December 2021 sale of 34,979 SF of land for $425,000, or $12.15/SF. The site is generally level with 124 feet of frontage on S Marchs Point Road and was vacant at the time of sale. Per the listing broker, the buyer plans to build a dry storage facility.					
4	Industrial Land - W. Horton Road W. Horton Rd. Bellingham Whatcom County	Mar-21 Closed	$2,100,000	240,016 5.51	PI-FTZ	$8.75
	Comments: This three-parcel assemblage sold in March 2021 for $2,100,000, or $8.75 per square foot. There is no wetland mitigation, just future maintenance. The seller completed all wetland mitigation prior to the sale. A storm water retention tract was schedule to be completed before the sale. It is Lots B, C and D of a four-parcel planned industrial development. At the time of sale, the three lots were ready for development. The sale price indicates a 5% discount from asking.					
	Subject SE Corner of 9th street and R Avenue Anacortes, WA			8,050 0.18	CM	

Comparable Land Sales Map



Sale 1
Lot 5B Bay Ridge

Sale 2
McCorquedale Commercial Land

Sale 3
Industrial Land in Anacortes

Sale 4
Industrial Land - W. Horton Road

Analysis and Adjustment of Sales

The adjustment process is typically applied through either quantitative or qualitative analysis or a combination of the two. Quantitative adjustments are often developed as dollar or percentage amounts and are most credible when there is sufficient data to perform a paired sales or statistical analysis. While we present numerical adjustments in the adjustment grid that follows, they are based on qualitative judgment rather than empirical data as there is not sufficient data to develop a sound quantified estimate within a reasonable degree of confidence.

Our rating of each comparable sale in relation to the subject is the basis for our qualitative adjustments with a minor adjustment considered to be 5% and a substantial adjustment considered to be 25%+. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative inferiority. Conversely, if the comparable is inferior, its price is adjusted upward.

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	No adjustments are made.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	No adjustments are made.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	No adjustments are made.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	No adjustments are made.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	Since all the sales occurred before the rising interest rates in the latter half of 2022, we applied a 5% annual increase for the market conditions up until mid-year 2022.
Location	Market or submarket area influences on sale price; surrounding land use influences.	Sale 1 is situated in a cul-de-sac, and an upward adjustment is made for its inferior access/exposure. Sale 4 is located in Bellingham and is adjusted downward for location.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	Sale 2 is located near Interstate 5 and is given a downward

Adjustment Factor	Accounts For	Comments
		adjustment for superior access/exposure.
Size	Inverse relationship that often exists between parcel size and unit value.	The abutting parcels range from 10,217 SF to 226,527 SF. The comparable sales fall within this range. No adjustments are made for size.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.	No adjustments are made.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.	No adjustments are made.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid					
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	SE Corner of 9th street and R Avenue	Lot 5B Bay Ridge	McCorquedale Commercial Land	Industrial Land in Anacortes	Industrial Land - W. Horton Road
Address	9th St. and R Ave.	Bay Ridge Dr.	608 W. McCorquedale Rd.	8638 S. Marchs Point Rd.	W. Horton Rd.
City	Anacortes	Burlington	Burlington	Anacortes	Bellingham
County	Skagit	Skagit	Skagit	Skagit	Whatcom
State	Washington	WA	WA	WA	WA
Sale Date		Jan-23	Jan-22	Nov-21	Mar-21
Sale Status		Closed	Closed	Closed	Closed
Sale Price		$2,286,900	$575,000	$425,000	$2,100,000
Price Adjustment		–	–	–	–
Description of Adjustment					
Effective Sale Price		$2,286,900	$575,000	$425,000	$2,100,000
Square Feet	8,050	239,580	40,510	34,979	240,016
Acres	0.18	5.50	0.93	0.80	5.51
Price per Square Foot		**$9.55**	**$14.19**	**$12.15**	**$8.75**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–
Financing Terms		Cash to seller -	Cash to seller		Cash to seller -
% Adjustment		–	–	–	–
Conditions of Sale					
% Adjustment		–	–	–	–
Market Conditions	1/20/2024	Jan-23	Jan-22	Nov-21	Mar-21
Annual % Adjustment	Variable	–	2%	3%	7%
Cumulative Adjusted Price		**$9.55**	**$14.48**	**$12.51**	**$9.36**
Location		–	–	–	-5%
Access/Exposure		5%	-5%	–	–
Size		–	–	–	–
Shape and Topography		–	–	–	–
Zoning		–	–	–	–
Net $ Adjustment		$0.48	-$0.72	$0.00	-$0.47
Net % Adjustment		5%	-5%	0%	-5%
Final Adjusted Price		**$10.02**	**$13.75**	**$12.51**	**$8.89**
Overall Adjustment		5%	-3%	3%	2%

Range of Adjusted Prices	**$8.89 - $13.75**
Average	**$11.30**
Indicated Value	**$12.00**

Land Value Conclusion

Prior to adjustment, the sales reflect a range of $8.75 - $14.19 per square foot. After adjustment, the range is narrowed to $8.89 - $13.75 per square foot, with an average of $11.30 per square foot. We give greatest weight to Sale 3 because it is located in the same city as the subject. With the support of the rest of comparable land sales, we arrive at a land value conclusion as follows:

Land Value Conclusion	
Indicated Value per Square Foot	$12.00
Subject Square Feet	8,050
Indicated Value	$96,600
Rounded	$100,000

City of Anacortes Street Vacation Ordinance

Per City of Anacortes Municipal Code 12.50.100 under the street and alley Vacation of Chapter 12.50 , where a vacation for a street or alley which does not about a body of fresh or salt water has been initiated pursuant to AMC 12.50.030(C), the ordinance vacating the area shall contain language stating that the ordinance is not effective until the owners of the property abutting the area to be vacated shall pay to the city the full cost of any physical closures, road repairs, or both required by the Director of Public Works and (1) one-half of the fair market value of the area to be vacated; or (2) if all or part of the area was acquired at public expense or has been part of a dedicated public right-of-way for 25 years or more, the full fair market value of the area to be vacated with the city reserving any necessary easements.

Reconciliation and Conclusion of Value

As discussed previously, we use only the sales comparison approach in developing an opinion of value for the subject. The cost and income approaches are not applicable and are not used.

Based on the preceding valuation analysis and subject to the definitions, assumptions, and limiting conditions expressed in the report, our value opinion follows:

Value Conclusion			
Value Type & Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value As Is	Fee Simple	January 20, 2024	$100,000

Extraordinary Assumptions and Hypothetical Conditions
The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions. 1. For appraisal purposes, we make the extraordinary assumptioon that there are no easements, encroachments, or restrictions present on the subject that would affect value. The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. 1. None The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local market, it is our opinion that the probable exposure time for the subject at the concluded market value stated previously is 6-9 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Lyzabeth Cui made a personal inspection of the property that is the subject of this report. Lori E. Safer, MAI, AI-GRS, has not inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Lori E. Safer, MAI, AI-GRS, has completed the continuing education program for Designated Members of the Appraisal Institute.

15. As of the date of this report, Lyzabeth Cui, has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

Lyzabeth Cui
Washington Certified General Real Estate Appraiser #22014487

Lori E. Safer, MAI, AI-GRS
Washington Certified General Real Estate Appraiser #1100546

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.

11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Seattle, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. **IRR - Seattle is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Seattle. In addition, it is expressly agreed that in any action**

which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. IRR - Seattle is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

Addendum A

Appraiser Qualifications

Lori E. Safer, MAI, AI-GRS

Integra Realty Resources - Seattle

600 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5731

irr.com

Experience

Managing Director of Integra Realty Resources Seattle in Washington State. Background includes 25 years of consultation and valuation analysis for clients including financial institutions, developers, local municipalities and various public agencies. President of Lori Safer Appraisal, Inc. from 1987-2002. Employed by Bruce C. Allen & Associates from 1983-1987; City of Bellevue Planning Department 1982. Integra Realty Resources Seattle is part of Integra Realty Resources (IRR), a national valuation and consulting firm with 50+ offices in the U.S.

Ms. Safer is experienced in the analysis of various property types including: land, residential subdivision appraisal studies, right of way and condemnation appraisal studies, mortgage loan appraisal studies, and highest and best use studies. Clients served include various financial concerns, law and public accounting firms, private and public agencies, pension and advisory companies, investment firms, and the general public. Further, utilizing the resources of Integra's 50+ offices nationwide, the firm is actively involved in the completion of large portfolio engagements.

Professional Activities & Affiliations

Member: Appraisal Institute (MAI and AI-GRS)
President: Seattle Chapter of the Appraisal Institute, January 2019 - December 2019
Vice President: Seattle Chapter of the Appraisal Institute, January 2018 - December 2018
Treasurer: Seattle Chapter of the Appraisal Institute, January 2017 - December 2017
Secretary: Seattle Chapter - Appraisal Institute, January 2016 - December 2016
Board of Director: Seattle Chapter - Appraisal Institute, January 2012 - December 2014
Member: International Right of Way Association
Member: Regional Professional Standards Panel - Appraisal Institute
Chair: Nominating Comm. Appraisal Institute Region 1, January 2005 - December 2006
Director/Vice-Chair: Appraisal Institute - Region 1, January 1996 - December 2003
Chairman: Appraisal Institute - Region 1, January 2004 - December 2004
Vice Chair: Regional Education Liaison Appraisal Institute, January 1999 - December 1999
Member: Estate Planning Board - Univ. of Washington, January 1996 - December 1999
Member: Education Committee of the Appraisal Institute, January 1996 - December 1998
Education Coordinator: Appraisal Institute Region 1, January 1996 - December 1998
Representative to the Appraisal Institute Region 1, January 1996 - December 1997
Member: Curriculum Division of the Appraisal Institute, January 1993 - December 1996
Chairman: Narrative Exam Grading - Appraisal Institute, January 1993 - December 1995
Member: Narrative Exam Grading Subcommittee of Appraisal Institute, January 1993 - December 1995

Licenses

Washington, Certified General Real Estate Appraiser, 1100546, Expires July 2025
Oregon, State Certified General Appraiser, C001601, Expires July 2025

Education

Master of Arts, Urban Geography, University of Washington, 1982
Bachelor of Science, Geography, Pennsylvania State University, magna cum laude, 1979

lesafer@irr.com - 206.436.1177

Lori E. Safer, MAI, AI-GRS

Articles and Publications

Case Study 1.6: Special Benefits - Johnson and Matonis, Applications in Litigation Valuation, 2012

Real Property Value in Condemnation, 2018 (Content Reviewer)

Qualified Before Courts & Administrative Bodies

King County Superior Court, Washington

Miscellaneous

Approved Appraiser - Washington State Department of Transportation
Approved Review Appraiser - Washington State Department of Transportation
IRR Certified Reviewer

lesafer@irr.com - 206.436.1177

Integra Realty Resources - Seattle

600 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5731

irr.com

Lyzabeth Cui

Integra Realty Resources - Seattle

600 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5731

irr.com

Experience

Analyst for Integra Realty Resources - Seattle. Ms. Cui has come to Integra from Cushman & Wakefield where she worked as an associate appraiser in Valuation & Advisory. Ms. Cui began her real estate career as a realtor working primarily with EB5 investors from China finding investment properties with high-value appreciation and excellent rental returns, and now is focused on commercial real estate appraising to utilize her quantitative and real estate backgrounds. Ms. Cui's valuation experience includes vacant land, office, industrial, multifamily, and special purpose properties such as vet clinics, auto dealerships, religious facilities, and laboratories.

Licenses

Washington, Certified General Real Estate Appraiser, 22014487, Expires September 2025

Education

Candidate for Designation, Appraisal Institute
M.S., Real Estate: Finance and Investment - University of Washington, 2018
B.S., Applied Mathematics: Scientific Computing & Numerical Analysis - University of Washington, 2013
ARGUS Software Certified (ASC) - Enterprise

lcui@irr.com - 206.436.1171

About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com

Addendum B

IRR Quality Assurance Survey

IRR Quality Assurance Survey

We welcome your feedback!

At IRR, providing a quality work product and delivering on time is what we strive to accomplish. Our local offices are determined to meet your expectations. Please reach out to your local office contact so they can resolve any issues.

Integra Quality Control Team

Integra does have a Quality Control Team that responds to escalated concerns related to a specific assignment as well as general concerns that are unrelated to any specific assignment. We also enjoy hearing from you when we exceed expectations! You can communicate with this team by clicking on the link below. If you would like a follow up call, please provide your contact information and a member of this Quality Control Team will call contact you.

Link to the IRR Quality Assurance Survey: quality.irr.com

Addendum C

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), unless otherwise noted.

As Is Market Value
The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value
The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date

1. The date on which the appraisal or review opinion applies.
2. In a lease document, the date upon which the lease goes into effect.

Entitlement
In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Incentive
The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called *developer's*

profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. The amount of entrepreneurial incentive required for a project represents the economic reward sufficient to motivate an entrepreneur to accept the risk of the project and to invest the time and money necessary in seeing the project through to completion.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)

3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time
An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Value
The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value
A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy

Addendum D

Comparable Data

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	Lot 5B Bay Ridge
Sub-Property Type:	Commercial, Industrial
Address:	Bay Ridge Dr.
City/State/Zip:	Burlington, WA 98233
County:	Skagit
Market Orientation:	Suburban
IRR Event ID:	3062397

Sale Information

Sale Price:	$2,286,900
Effective Sale Price:	$2,286,900
Sale Date:	01/10/2023
Recording Date:	01/12/2023
Listing Price:	$2,613,600
Listing Date:	02/15/2022
Sale Status:	Closed
$/Acre(Gross):	$415,800
$/Land SF(Gross):	$9.55
$/Acre(Usable):	$415,800
$/Land SF(Usable):	$9.55
Grantor/Seller:	Wallace Industrial LLC
Grantee/Buyer:	Tacoma Glass Manufacturing
Assemblage:	No
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Exposure Time:	11 (months)
Financing:	Cash to seller - buyer obtained financing
Conditions of Sale:	Arm's-length
Document Type:	Warranty Deed
Recording No.:	2023011120050
Verified By:	Stephanie Crowley
Verification Date:	11/01/2023
Confirmation Source:	Jack Wallace
Verification Type:	Confirmed-Seller
Secondary Verific. Source:	Assessor, CoStar

Improvement and Site Data

Legal/Tax/Parcel ID:	127386
Acres(Usable/Gross):	5.50/5.50
Land-SF(Usable/Gross):	239,580/239,580
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Level
Corner Lot:	No
Frontage Feet:	165
Zoning Code:	BR-LI
Zoning Desc.:	Light Industrial
Flood Plain:	No
Flood Zone Designation:	C
Comm. Panel No.:	5301510250C
Date:	01/03/1985
Source of Land Info.:	Public Records

Comments

This is the January 2023 sale of 5.5 acres of industrial land for $2,286,900 or $415,800/acre. The sale price indicates a discount from asking of 12.50%. This is a flat, cleared lot at the end of a cul de sac. The buyer applied for a permit in August 2023 to construct a concrete tilt-up manufacturing building with parking and landscaping. The property sold without entitlements and all utilities were in the street. There were no brokers on the sale but the seller confirmed the information.

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	McCorquedale Commercial Land
Sub-Property Type:	Commercial
Address:	608 W. McCorquedale Rd.
City/State/Zip:	Burlington, WA 98233
County:	Skagit
Market Orientation:	Small Town - Non Metro
IRR Event ID:	2775749

Sale Information

Sale Price:	$575,000
Effective Sale Price:	$575,000
Sale Date:	01/28/2022
Recording Date:	01/18/2022
Sale Status:	Closed
$/Acre(Gross):	$618,280
$/Land SF(Gross):	$14.19
Grantor/Seller:	HILDAR ENTERPRISES LLC
Grantee/Buyer:	AMERCO REAL ESTATE COMPANY
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Warranty Deed
Recording No.:	202201240138
Verified By:	Riley B. Steppe
Verification Date:	02/22/2022
Confirmation Source:	Dave Nelson (425) 319-3100
Verification Type:	Confirmed-Seller Broker
Secondary Verific. Source:	Assessor, CoStar, Deed

Improvement and Site Data

Legal/Tax/Parcel ID:	P24069
Acres(Gross):	0.93
Land-SF(Gross):	40,510
Shape:	Rectangular
Topography:	Level
Vegetation:	Grass and shrubs
Corner Lot:	No
Zoning Code:	C-2
Zoning Desc.:	Heavy Commercial
Easements:	No
Environmental Issues:	No
Flood Plain:	No
Flood Zone Designation:	X
Utilities:	Electricity, Water Public, Sewer, Gas
Utilities Desc.:	in street
Source of Land Info.:	Broker

Comments

This is the January 2022 sale of 0.93 acres of heavy commercial land for $575,000, or $14.19 per square-foot. The generally level lot was vacant and covered with shrubs and grasses at the time of sale. The buyer also purchased the eastern and western abutting properties from a separate buyer. This second/separate transaction took place in December 2021. It included about 6.97 acres of heavy commercial land and a 2,196 square-foot auto retail building for $5,000,000, or $16.47 per square-foot of land area. The buyer is using the property as a U-Haul Moving and Storage location. There were no permits for new development in place at the time of sale. This property has very close proximity to I-5.

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	Industrial Land in Anacortes
Sub-Property Type:	Commercial, Industrial
Address:	8638 S. Marchs Point Rd.
City/State/Zip:	Anacortes, WA 98221
County:	Skagit
Market Orientation:	Suburban
IRR Event ID:	3062089

Sale Information

Sale Price:	$425,000
Effective Sale Price:	$425,000
Sale Date:	11/23/2021
Sale Status:	Closed
$/Acre(Gross):	$529,265
$/Land SF(Gross):	$12.15
$/Acre(Usable):	$529,265
$/Land SF(Usable):	$12.15
Grantor/Seller:	JH AND JK LLC
Grantee/Buyer:	LUEVANOS FELIPE
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Document Type:	Warranty Deed
Recording No.:	202112090053
Verified By:	Lyzabeth Cui
Verification Date:	10/20/2023
Confirmation Source:	Jean Groesbeck
Verification Type:	Confirmed-Seller Broker

Comments

This was the December 2021 sale of 34,979 SF of land for $425,000, or $12.15/SF. The site is generally level with 124 feet of frontage on S Marchs Point Road and was vacant at the time of sale. Per the listing broker, the buyer plans to build a dry storage facility.

Improvement and Site Data

Legal/Tax/Parcel ID:	P133587
Acres(Usable/Gross):	0.80/0.80
Land-SF(Usable/Gross):	34,979/34,979
Usable/Gross Ratio:	1.00
Zoning Code:	LM1
Zoning Desc.:	Light Manufacturing 1
Source of Land Info.:	Public Records

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	Industrial Land - W. Horton Road
Sub-Property Type:	Commercial, Industrial
Address:	W. Horton Rd.
City/State/Zip:	Bellingham, WA 98226
County:	Whatcom
Market Orientation:	Suburban
IRR Event ID:	2658035

Sale Information

Sale Price:	$2,100,000
Effective Sale Price:	$2,100,000
Sale Date:	03/09/2021
Recording Date:	03/10/2021
Listing Price:	$2,221,300
Sale Status:	Closed
$/Acre(Gross):	$381,125
$/Land SF(Gross):	$8.75
$/Acre(Usable):	$381,125
$/Land SF(Usable):	$8.75
Grantor/Seller:	Cordata Investments
Grantee/Buyer:	Magnificat LLC
Assemblage:	Yes
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller - buyer obtained financing
Conditions of Sale:	Arm's-length
Document Type:	Warranty Deed
Recording No.:	20210301873
Verified By:	Stephanie Crowley
Verification Date:	11/01/2023
Confirmation Source:	Jeff Johnson
Verification Type:	Confirmed-Seller Broker
Secondary Verific. Source:	Assessor, Data Service, Deed, Listing Flyer

Improvement and Site Data

MSA:	Bellingham, WA
Legal/Tax/Parcel ID:	380201-416062-0000, -417092-0000, and -417114-0000
Acres(Usable/Gross):	5.51/5.51
Land-SF(Usable/Gross):	240,016/240,016
Usable/Gross Ratio:	1.00
Zoning Code:	PI-FTZ
Zoning Desc.:	Planned Industrial
Source of Land Info.:	Public Records

Comments

This three-parcel assemblage sold in March 2021 for $2,100,000, or $8.75 per square foot. There is no wetland mitigation, just future maintenance. The seller completed all wetland mitigation prior to the sale. A storm water retention tract was schedule to be completed before the sale. It is Lots B, C and D of a four-parcel planned industrial development. At the time of sale, the three lots were ready for development. The sale price indicates a 5% discount from asking.

Integra Realty Resources
Seattle

Appraisal of Real Property

Portions of Port of Anacortes Cap Sante Boat Haven
Vacant Land
1015 Q Ave.
Anacortes, Skagit County, Washington 98221

Prepared For:
Port of Anacortes

Date of the Report:
February 12, 2024

Report Format:
Appraisal Report

IRR - Seattle
File Number: 154-2024-0045

Subject Photographs

Portions of Port of Anacortes Cap Sante Boat Haven
1015 Q Ave.
Anacortes, Washington

Aerial Photograph

Integra Realty Resources
Seattle

600 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5731
www.irr.com

February 12, 2024

Brenda Treadwell
Director of Planning
Port of Anacortes
100 Commercial Avenue
Anacortes, WA 98221

SUBJECT: Market Value Appraisal
Portions of Port of Anacortes Cap Sante Boat Haven
1015 Q Ave.
Anacortes, Skagit County, Washington 98221
IRR - Seattle File No. 154-2024-0045

Dear Ms. Treadwell:

Integra Realty Resources – Seattle is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop the following opinions of value:

- The market value of the old utility easement reservation rights in the subject property as of the effective date of the appraisal, January 20, 2024

The client for the assignment is Port of Anacortes. The intended user of this report is the client. The intended use of the report is to assist in negotiation and acquisition of the old easement reservation relinquishment purposes. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

The subject is a 0.93-acre portion of the larger parcel, which contains an area of 5.20 acres or 226,527 square feet. The property is zoned CM, Commercial Marine, which permits day care, general-service, office, overnight lodging, parking, passenger terminal, indoor recreation.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable state appraisal regulations.

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed in the report, the concluded opinions of value are as follows:

Value Conclusions

	ATF Value PSF (Unencumbered)	Land Area (SF)	Residual Estimated Value	Easement Value
Easement Rights	$12.00	40,535	10%	$48,642
Rounded				$49,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Seattle

Lyzabeth Cui
Washington Certified General Real Estate
Appraiser #22014487
Telephone: 206.436.1171
Email: lcui@irr.com

Lori E. Safer, MAI, AI-GRS
Washington Certified General Real Estate
Appraiser #1100546
Telephone: 206.436.1177
Email: lesafer@irr.com

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Quality Assurance

IRR Quality Assurance Program

At IRR, delivering a quality report is a top priority. Integra has an internal Quality Assurance Program in which managers review material and pass an exam in order to attain IRR Certified Reviewer status. By policy, every Integra valuation assignment is assessed by an IRR Certified Reviewer who holds the MAI designation, or is, at a minimum, a named Director with at least ten years of valuation experience.

This quality assurance assessment consists of reading the report and providing feedback on its quality and consistency. All feedback from the IRR Certified Reviewer is then addressed internally prior to delivery. The intent of this internal assessment process is to maintain report quality.

Designated IRR Certified Reviewer

The IRR Certified Reviewer who provided the quality assurance assessment for this assignment is Lori E. Safer, MAI, AI-GRS.

Executive Summary

Property Name	Portions of Port of Anacortes Cap Sante Boat Haven
Address	1015 Q Ave. Anacortes, Skagit County, Washington 98221
Property Type	Land - Easement
Owner of Record	Port of Anacortes
Tax ID	P32886
Land Area	5.20 acres; 226,527 SF
Zoning Designation	CM, Commercial Marine
Highest and Best Use	Industrial use
Highest and Best Use - As Improved	Industrial use
Exposure Time; Marketing Period	6-9 months; months
Effective Date of the Appraisal	January 20, 2024
Date of the Report	February 9, 2024
ValuationType	Real Property
Property Interest Appraised	Easement Rights

Value Conclusions

	ATF Value PSF (Unencumbered)	Land Area (SF)	Residual Estimated Value	Easement Value
Easement Rights	$12	40,535	10%	$49,000

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than Port of Anacortes may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Identification of the Appraisal Problem

Subject Description

The subject is a 0.93-acre portion of the larger parcel, which contains an area of 5.20 acres or 226,527 square feet. The property is zoned CM, Commercial Marine, which permits day care, general-service, office, overnight lodging, parking, passenger terminal, indoor recreation

Property Identification	
Property Name	Portions of Port of Anacortes Cap Sante Boat Haven
Address	1015 Q Ave. Anacortes, Washington 98221
Tax ID	P32886
Owner of Record	Port of Anacortes

Sale History

To the best of our knowledge, no known sales or transfers of ownership have taken place within a three-year period prior to the effective appraisal date.

Pending Transactions

To the best of our knowledge, the property is not subject to an agreement of sale or an option to buy, nor is it listed for sale, as of the effective appraisal date.

Appraisal Purpose

The purpose of the appraisal is to develop the following opinion(s) of value:

- The market value of the old utility easement reservation rights in the subject property as of the effective date of the appraisal, January 20, 2024

The date of the report is February 12, 2024. The appraisal is valid only as of the stated effective date or dates.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. [1]

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[2]

The rights appraised in this valuation are the fee simple estate, subject to outstanding rights and reservations. This language serves the following purpose:

- It acknowledges that the subject estate is not fee simple absolute, but rather subject to typical grants to and reserved interests by others, such as utility or access easements for example.

Easement
The right to use another's land for a stated purpose. [3]

Client and Intended User(s)

The client and intended user is Port of Anacortes. No other party or parties may use or rely on the information, opinions, and conclusions contained in this report.

Intended Use

The intended use of the appraisal is for to assist in negotiation and acquisition of the old easement reservation relinquishment purposes. The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;

[1] Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472
[2] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)
[3] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015)

- Applicable state appraisal regulations;

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. The steps taken to verify comparable data are disclosed in the addenda of this report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, seismic zone designation, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

The financial data of the subject, including tax and assessment records was analyzed. This information, as well as trends established by confirmed market indicators, is used to forecast future performance of the subject property.

Contacts

In addition to public records and other sources cited in this appraisal, information pertaining to the subject was obtained from the following party: Adam Morrow, PLS, Survey Project Manager, Principal, Pacific Surveying & Engineering, Inc.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection		
Party	Inspection Type	Inspection Date
Lyzabeth Cui	On-site	January 20, 2024
Lori E. Safer, MAI, AI-GRS	None	N/A - but is familiar with the property type and market area

Valuation Methodology

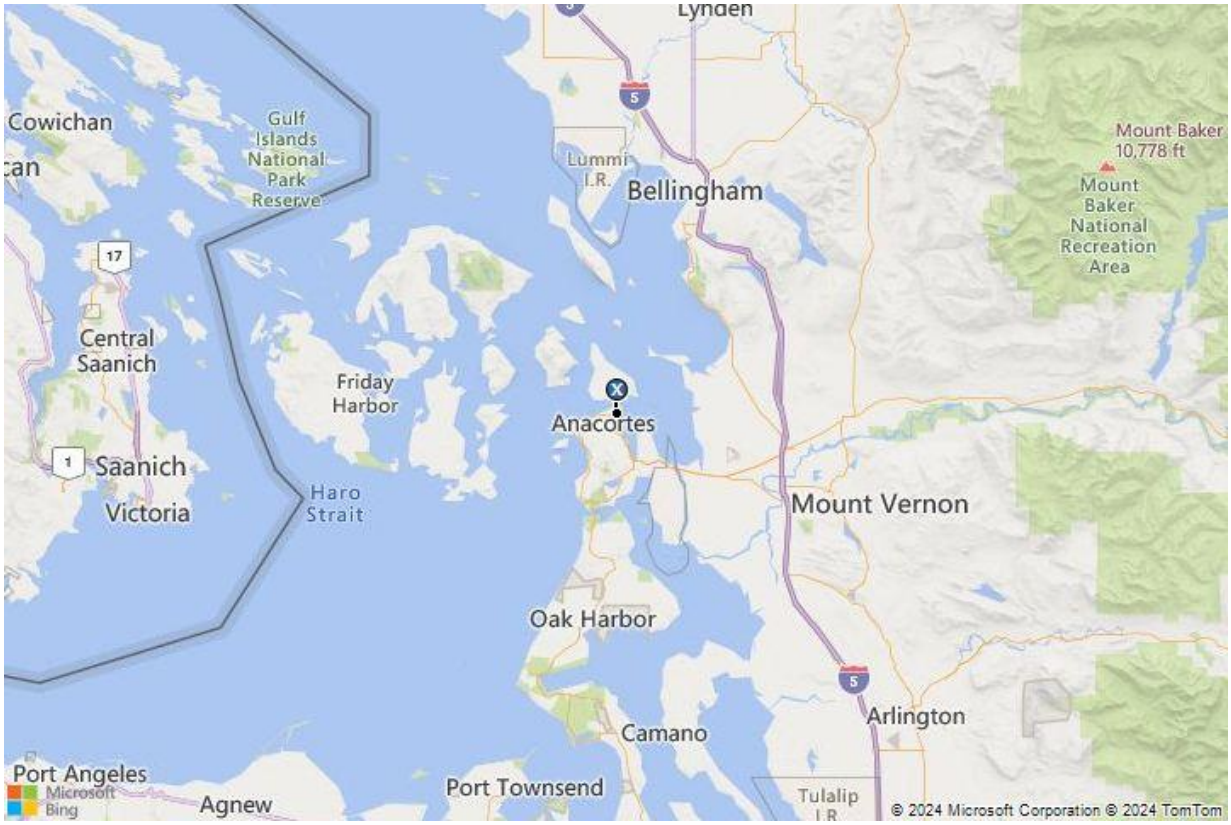
Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

In developing an opinion of value for the subject, only the sales comparison approach is used. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject is not likely to generate rental income in its current state.

Area Map


Lynden
Cowichan
Gulf Islands National Park Reserve
Lummi I.R.
Bellingham
Mount Baker 10,778 ft
Mount Baker National Recreation Area
Central Saanich
Friday Harbor
Anacortes
Saanich
Victoria
Haro Strait
Mount Vernon
Oak Harbor
Arlington
Camano
Port Angeles
Port Townsend
Agnew
Tulalip I.R.
© 2024 Microsoft Corporation © 2024 TomTom

Surrounding Area Analysis

Location

The subject is located in the city of Anacortes, which is situated at the western edge of Skagit County.

Boundaries & Delineation	
Boundaries	
Market Area	Mount Vernon MSA (Skagit County)
Submarket	Anacortes
Area Type	Suburban
Delineation	
North	Whatcom County
South	Snohomish County
East	Chelan and Okanogan Counties
West	Puget Sound

Access and Linkages

Primary highway access to the area is via State Route 20. Interstate 5 is approximately 19 miles east of the subject. Public transportation is provided by Skagit Transit, which provides access to Mount Vernon, Burlington, Sedro-Woolley, La Conner, Anacortes, and Concrete. Overall, the primary mode of transportation in the area is the automobile.

Anacortes features a Washington State ferry terminal with ferries that link Anacortes to the San Juan Islands and Victoria, British Columbia. Additionally, Skagit County operates a ferry that links Anacortes with Guemes Island.

Access & Linkages	
Vehicular Access	
Major Highways	Highway 20 and Interstate 5
Primary Corridors	North/South
Vehicular Access Rating	Average
Public Transit	
Providers	Skagit Transit
Transit Access Rating	Average
Airport(s)	
Name	Anacortes Regional Airport
Distance	4 miles southwest
Driving Time	8 min.
Primary Transportation Mode	Automobile

Demand Generators

The bulk of employment in Skagit County is located in the tri–city area of Mount Vernon, Burlington and Sedro–Woolley, with a secondary employment center located in Anacortes. Primary

employers/employment centers include the Burlington industrial district and the Cascade Mall business district of south Burlington.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics

2023 Estimates	1-Mile Radius	3-Mile Radius	5-Mile Radius	98221	Mount Vernon MSA	Washington
Population 2020	7,404	16,920	21,542	22,866	129,523	7,705,281
Population 2023	7,489	17,230	21,961	23,306	131,778	7,863,719
Population 2028	7,698	17,907	22,870	24,262	136,957	8,204,278
Compound % Change 2020-2023	0.4%	0.6%	0.6%	0.6%	0.6%	0.7%
Compound % Change 2023-2028	0.6%	0.8%	0.8%	0.8%	0.8%	0.9%
Households 2020	3,423	7,492	9,580	10,164	50,371	2,974,692
Households 2023	3,472	7,639	9,781	10,375	51,219	3,029,278
Households 2028	3,581	7,954	10,207	10,823	53,291	3,157,573
Compound % Change 2020-2023	0.5%	0.6%	0.7%	0.7%	0.6%	0.6%
Compound % Change 2023-2028	0.6%	0.8%	0.9%	0.8%	0.8%	0.8%
Median Household Income 2023	$63,352	$79,670	$81,352	$82,329	$75,796	$89,445
Average Household Size	2.1	2.3	2.2	2.2	2.5	2.5
College Graduate %	34%	42%	42%	43%	27%	37%
Median Age	45	49	51	52	42	39
Owner Occupied %	51%	67%	70%	71%	70%	63%
Renter Occupied %	49%	33%	30%	29%	30%	37%
Median Owner Occupied Housing Value	$513,040	$586,905	$605,736	$610,110	$446,938	$510,382
Median Year Structure Built	1971	1986	1987	1987	1984	1983
Average Travel Time to Work in Minutes	22	24	25	24	28	31

Source: Claritas

As shown above, the current population within a 3-mile radius of the subject is 68,425, and the average household size is 2.6. Population in the area has grown since the 2020 census, and this trend is projected to continue over the next five years. Compared to the Mount Vernon MSA overall, the population within a 3-mile radius is projected to grow at a slower rate.

Median household income is $61,041, which is lower than the household income for the Mount Vernon MSA. Residents within a 3-mile radius have a considerably lower level of educational attainment than those of the Mount Vernon MSA, while median owner-occupied home values are considerably lower.

These demographic factors combined with the employment base discussed previously provide the basis of demand for multifamily housing in this area.

Land Use

The area is suburban in character and approximately 75% developed. Predominant land uses in the immediate vicinity of the subject include a mix of commercial and residential uses (both single family and multifamily) with typical ages of building improvements ranging from 10 to 60 years.

Land uses immediately surrounding the subject are summarized below.

Immediate Surroundings	
North	Park
South	Parking Lot
East	Cap Sante Marina
West	Parking Lot

Development Activity and Trends

During the last five years, development has been predominantly of multifamily and industrial uses. The pace of development has generally accelerated over this time, up through mid-2022. Since mid-year 2022, development has slowed a bit due to the Federal Reserve's aggressive interest rate increases.

Outlook and Conclusions

The area is in the stable stage of its life cycle. Given the history of the area and the growth trends, it is anticipated that property values will remain stable in the near future.

Property Analysis

Land Description and Analysis

Land Description	
Land Area	5.20 acres; 226,527 SF
Source of Land Area	Engineering Report
Primary Street Frontage	9th Street - 326 feet
Secondary Street Frontage	Q Avenue - 550 feet
Shape	Irregular
Corner	No
Topography	Generally level and at street grade
Drainage	No problems reported or observed
Environmental Hazards	None reported or observed
Flood Area Panel Number	5303170040A
Date	September 17, 2003
Zone	X
Description	Outside of 500-year floodplain
Insurance Required?	No
Zoning; Other Regulations	
Zoning Jurisdiction	City of Anacortes
Zoning Designation	CM
Description	Commercial Marine
Legally Conforming?	Appears to be legally conforming
Zoning Change Likely?	No
Permitted Uses	Day care, general-service, office, overnight lodging, parking, passenger terminal, indoor recreation, marinas and boat moorage, restaurant/bar, retail sales (25,000 sq. ft. or less), marine sales/rental, light manufacturing, research and development, self-service storage, water-oriented industrial uses, civics, parks, plazas, open spaces, and natural areas.
Principal Stuctures Height, base	35
Principal Stuctures Height, maximum with bonus	50
Maximum Building Size without a	200000
Street setback minimum	10
Utilities	
Service	Provider
Water	City of Anacortes
Sewer	City of Anacortes
Electricity	Puget Sound Energy
Natural Gas	Cascade Natural Gas
Local Phone	Various

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance with zoning is required.

Easements, Encroachments and Restrictions

A current title report was not provided for review. There are no apparent easements, encroachments, or restrictions that would adversely affect value. This valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

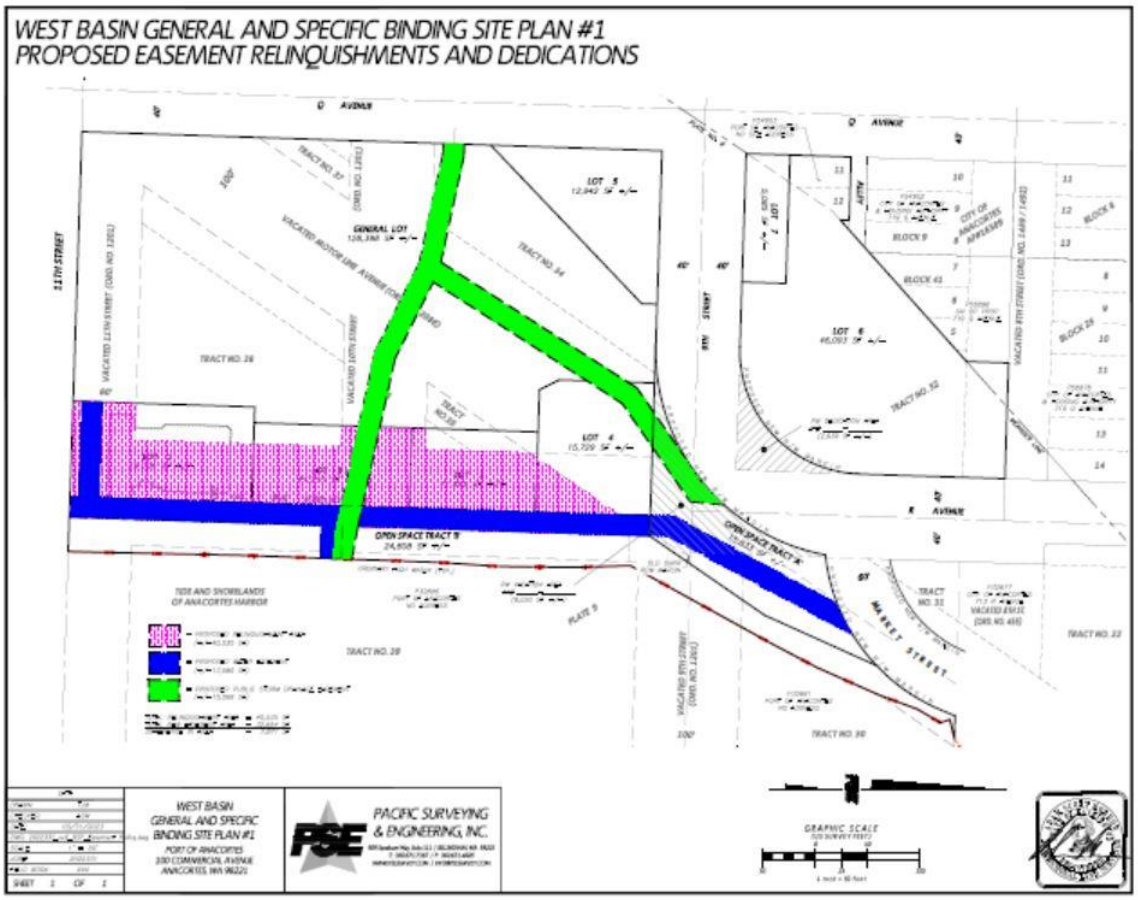
Conclusion of Site Analysis

Overall, the physical characteristics and the availability of utilities result in a functional site, suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include day care, general-service, office, overnight lodging, parking, passenger terminal, indoor recreation, marinas and boat moorage, restaurant/bar, retail sales (25,000 sq. ft. or less), marine sales/rental, light manufacturing, research and development, self-service storage, water-oriented industrial uses, civics, parks, plazas, open spaces, and natural areas. No other restrictions on development are apparent.

Improvements

The larger parcel is improved with an 8,328 SF office building that is currently use by the U.S Customs and Border Protection. The improvements were constructed in 1992 and are in good condition. The remainder of the site is utilized as parking.

Easement Relinquishment and Dedication Map



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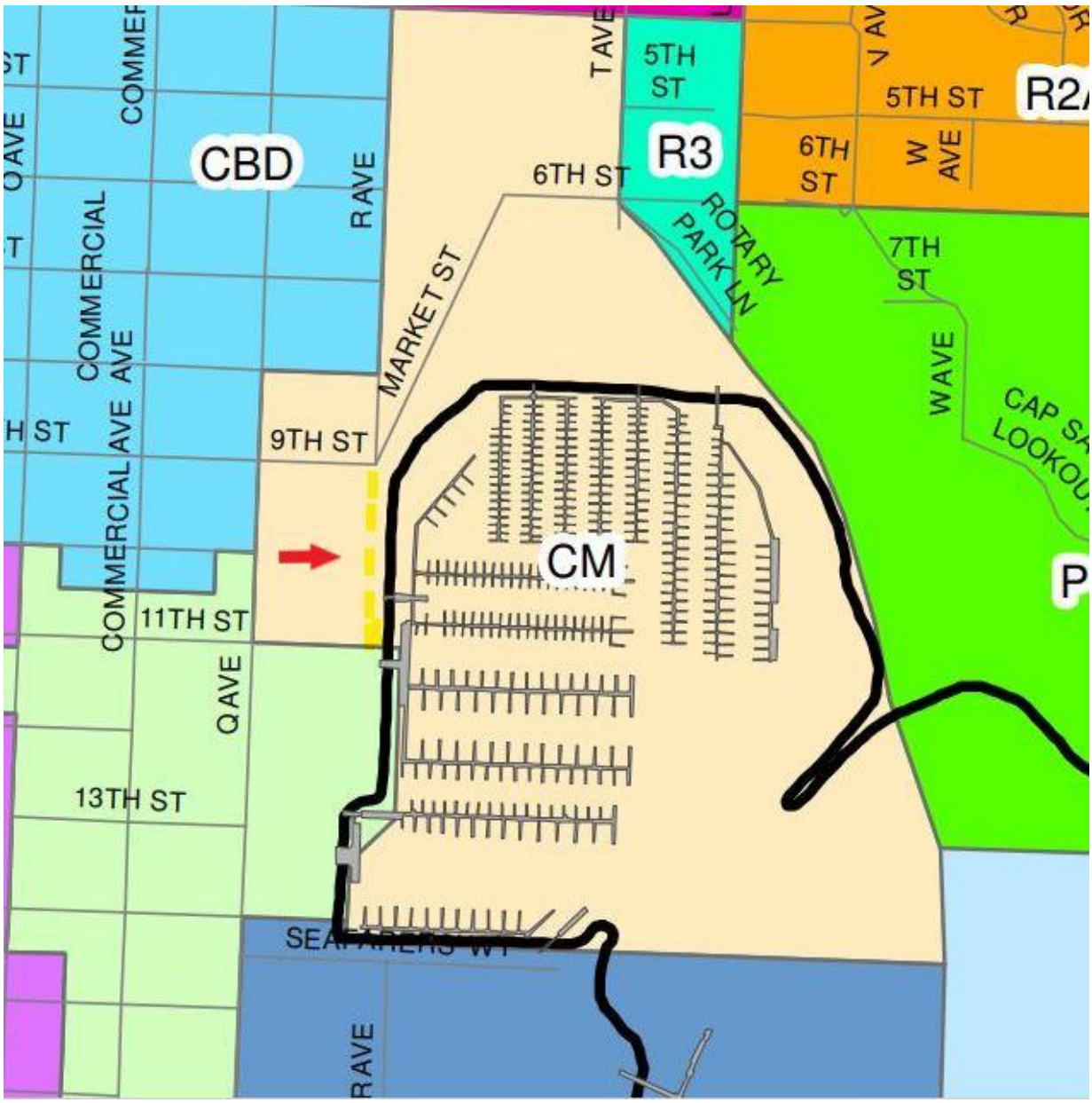
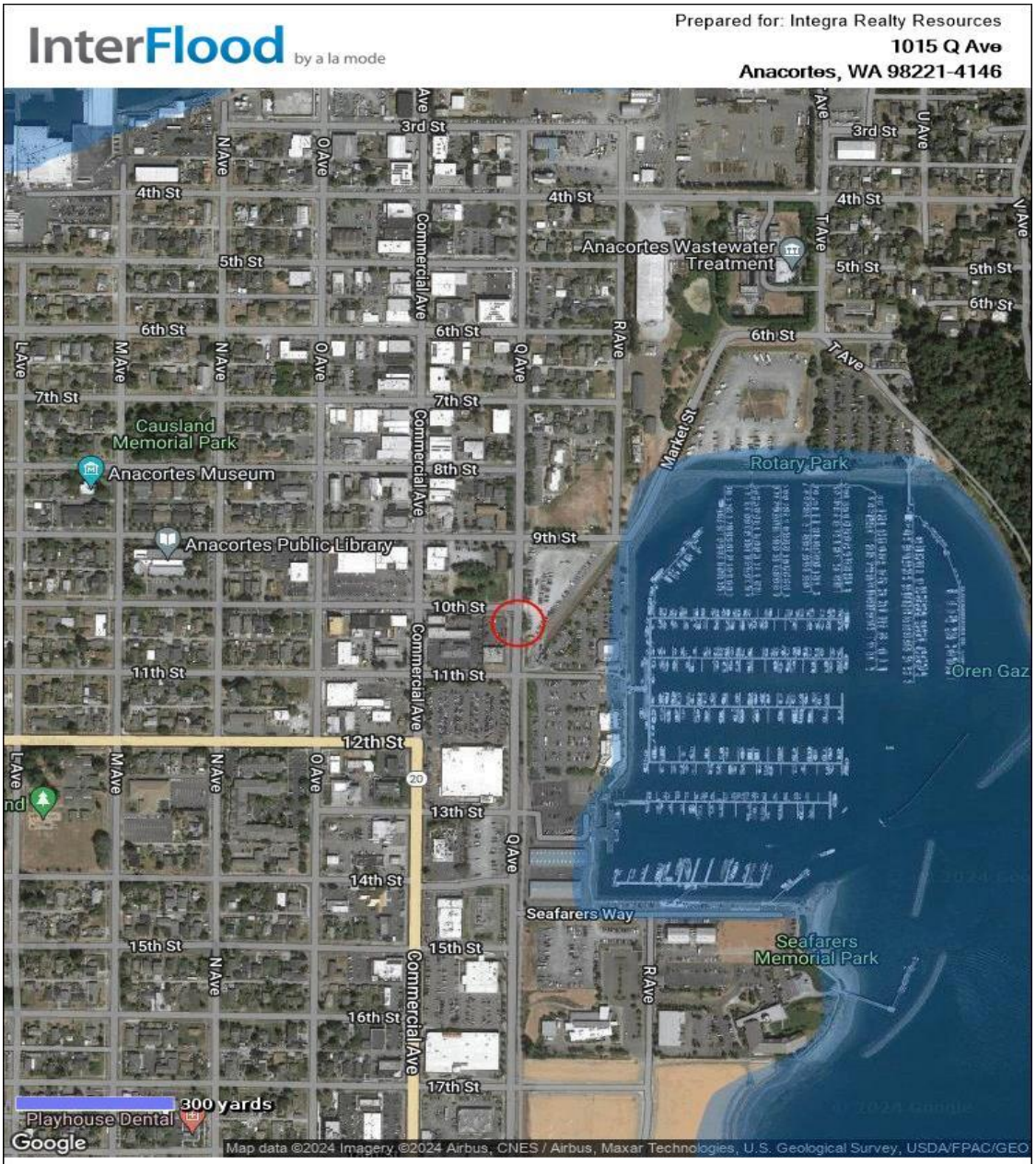
Aerial Photo Map

The photographs on Pages 14, 15, 16 and 17 correspond to the areas labeled in yellow on the map above.

Zoning Map


CBD
COMMERCIAL
COMMERCIAL AVE
R AVE
MARKET ST
9TH ST
11TH ST
13TH ST
Q AVE
CM
5TH ST
R3
6TH ST
ROTARY PARK LN
5TH ST
6TH ST
W AVE
7TH ST
WAVE
R2
P
SEAFARERS WY
R AVE

Flood Hazard Map



MAP DATA

FEMA Special Flood Hazard Area: **No**
Map Number: **5303170040A**
Zone: **X**
Map Date: **September 17, 2003**
FIPS: **53057**

MAP LEGEND

Powered by CoreLogic®

- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area

Real Estate Taxes

Real estate taxes in Washington State represent ad valorem taxes, meaning a tax applied in proportion to value. The real estate taxes for an individual property are determined by dividing the assessed value of a property by $1,000, then multiplying by the levy (tax) rate. The levy rate is composed of a statewide tax rate plus one or more local taxing district rates. Assessors are mandated by State law to value property at 100% of market.

The subject property, which is a part of P32886, is owned by the Port of Anacortes and is therefore exempt from taxation. The following table illustrates the 2023 assessed value.

Taxes and Assessments - 2023

	Assessed Value					Taxes and Assessments			
Tax ID	Land	Improvements	Total	Equalization Factor	Equalized Value	Tax Rate	Ad Valorem Taxes	Direct Assessments	Total
P32886	$201,100	$37,900	$239,000	1.0000	$239,000	0.740894%	$1,771	$0	$1,771
	$201,100	$37,900	$239,000		$239,000		$1,771	$0	$1,771

Assessor Parcel Map

Highest and Best Use – Larger Parcel

The highest and best use of a property is the reasonably probable use resulting in the highest value, and represents the use of an asset that maximizes its productivity.

As Though Vacant

We conclude that the highest and best use of the underlying land as if vacant is industrial use.

As Improved

The property is improved with an 8,328 SF office building and parking (163 parking stalls). However, the current use of the site is deemed underutilized. The highest and best use is the continued use of the existing improvements along with the potential for redevelopment in the future.

Most Probable Buyer

Taking into account for the functional utility of the site and the area development trends, the probable buyer is a developer.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value		
Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Not Applicable	Not Utilized

Sales Comparison Approach

To develop an opinion of the subject's land value, as if vacant and available to be developed to its highest and best use, we utilize the sales comparison approach. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties.

Our sales research focused on transactions within the following parameters:

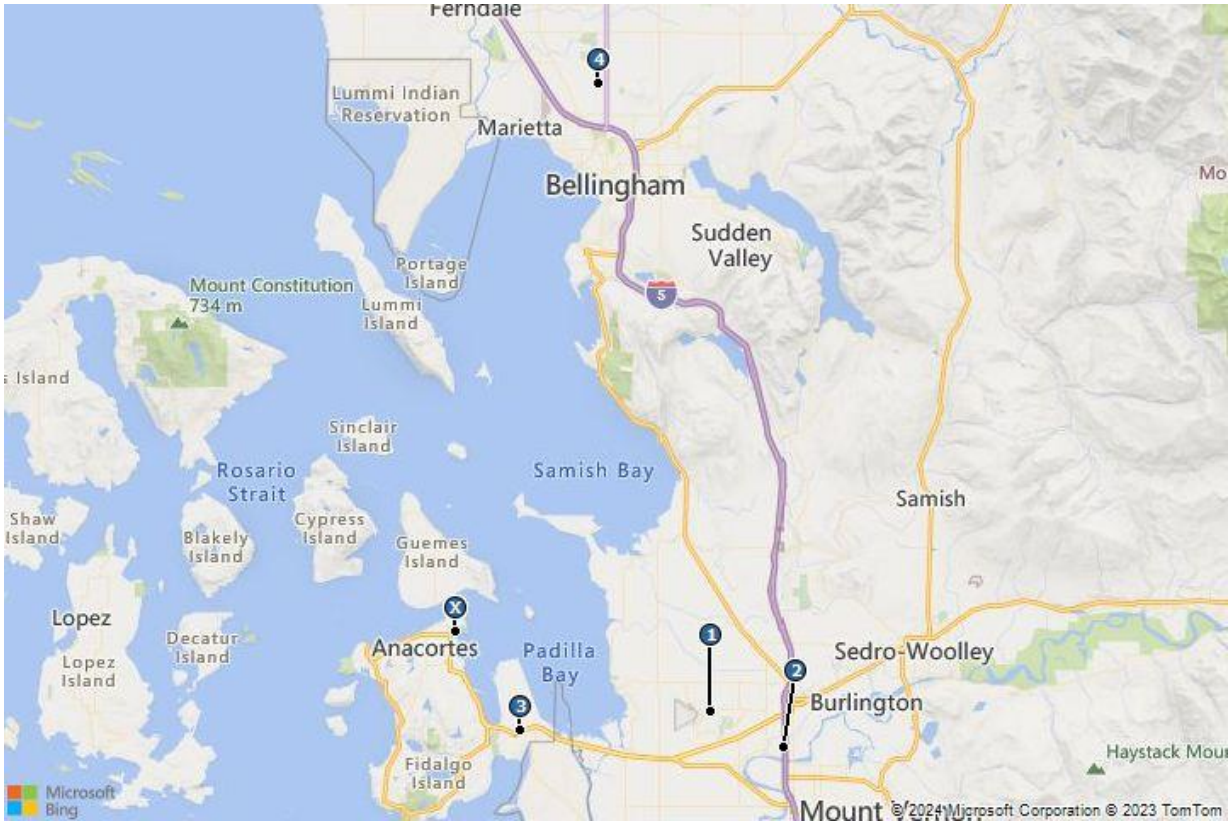
- Location: Skagit County & Whatcom County
- Size: Similar or smaller
- Use: Industrial
- Transaction Date: March 2021 – Effective Date of Value

For this analysis, we use price per square foot as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table.

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Zoning	$/SF Land
1	Lot 5B Bay Ridge Bay Ridge Dr. Burlington Skagit County	Jan-23 Closed	$2,286,900	239,580 5.50	BR-LI	$9.55
	Comments: This is the January 2023 sale of 5.5 acres of industrial land for $2,286,900 or $415,800/acre. The sale price indicates a discount from asking of 12.50%. This is a flat, cleared lot at the end of a cul de sac. The buyer applied for a permit in August 2023 to construct a concrete tilt-up manufacturing building with parking and landscaping. The property sold without entitlements and all utilities were in the street. There were no brokers on the sale but the seller confirmed the information.					
2	McCorquedale Commercial Land 608 W. McCorquedale Rd. Burlington Skagit County	Jan-22 Closed	$575,000	40,510 0.93	C-2	$14.19
	Comments: This is the January 2022 sale of 0.93 acres of heavy commercial land for $575,000, or $14.19 per square-foot. The generally level lot was vacant and covered with shrubs and grasses at the time of sale. The buyer also purchased the eastern and western abutting properties from a separate buyer. This second/separate transaction took place in December 2021. It included about 6.97 acres of heavy commercial land and a 2,196 square-foot auto retail building for $5,000,000, or $16.47 per square-foot of land area. The buyer is using the property as a U-Haul Moving and Storage location. There were no permits for new development in place at the time of sale. This property has very close proximity to I-5.					
3	Industrial Land in Anacortes 8638 S. Marchs Point Rd. Anacortes Skagit County	Nov-21 Closed	$425,000	34,979 0.80	LM1	$12.15
	Comments: This was the December 2021 sale of 34,979 SF of land for $425,000, or $12.15/SF. The site is generally level with 124 feet of frontage on S Marchs Point Road and was vacant at the time of sale. Per the listing broker, the buyer plans to build a dry storage facility.					
4	Industrial Land - W. Horton Road W. Horton Rd. Bellingham Whatcom County	Mar-21 Closed	$2,100,000	240,016 5.51	PI-FTZ	$8.75
	Comments: This three-parcel assemblage sold in March 2021 for $2,100,000, or $8.75 per square foot. There is no wetland mitigation, just future maintenance. The seller completed all wetland mitigation prior to the sale. A storm water retention tract was schedule to be completed before the sale. It is Lots B, C and D of a four-parcel planned industrial development. At the time of sale, the three lots were ready for development. The sale price indicates a 5% discount from asking.					
	Subject Portions of Port of Anacortes Cap Sante Boat Haven Anacortes, WA			226,527 5.20	CM	

Comparable Land Sales Map



Sale 1
Lot 5B Bay Ridge

Sale 2
McCorquedale Commercial Land

Sale 3
Industrial Land in Anacortes

Sale 4
Industrial Land - W. Horton Road

Analysis and Adjustment of Sales

The sales are compared to the subject and adjusted to account for material differences that affect value. Adjustments are considered for the following factors, in the sequence shown below.

Adjustment Factor	Accounts For	Comments
Effective Sale Price	Atypical economics of a transaction, such as demolition cost or expenditures by buyer at time of purchase.	No adjustments are made.
Real Property Rights	Fee simple, leased fee, leasehold, partial interest, etc.	No adjustments are made.
Financing Terms	Seller financing, or assumption of existing financing, at non-market terms.	No adjustments are made.
Conditions of Sale	Extraordinary motivation of buyer or seller, assemblage, forced sale.	No adjustments are made.
Market Conditions	Changes in the economic environment over time that affect the appreciation and depreciation of real estate.	Sale 3 and sale 4 occurred before the rising interest rates in the latter half of 2022; we applied a 5% annual increase for the market conditions until mid-year 2022.
Location	Market or submarket area influences on sale price; surrounding land use influences.	Sale 4 is located in Bellingham, and it is given a downward adjustment for location.
Access/Exposure	Convenience to transportation facilities; ease of site access; visibility; traffic counts.	No adjustments are made.
Size	Inverse relationship that often exists between parcel size and unit value.	Sales 2 and 3 are smaller lots, and downward adjustments are warranted for smaller sizes.
Shape and Topography	Primary physical factors that affect the utility of a site for its highest and best use.	No adjustments are made.
Zoning	Government regulations that affect the types and intensities of uses allowable on a site.	No adjustments are made.

The following table summarizes the adjustments we make to each sale.

Land Sales Adjustment Grid					
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4
Name	Portions of Port of Anacortes Cap Sante Boat Haven	Lot 5B Bay Ridge	McCorquedale Commercial Land	Industrial Land in Anacortes	Industrial Land - W. Horton Road
Address	1015 Q Ave.	Bay Ridge Dr.	608 W. McCorquedale Rd.	8638 S. Marchs Point Rd.	W. Horton Rd.
City	Anacortes	Burlington	Burlington	Anacortes	Bellingham
County	Skagit	Skagit	Skagit	Skagit	Whatcom
State	Washington	WA	WA	WA	WA
Sale Date		Jan-23	Jan-22	Nov-21	Mar-21
Sale Status		Closed	Closed	Closed	Closed
Sale Price		$2,286,900	$575,000	$425,000	$2,100,000
Other Adjustment		$0	$0	$0	$0
Effective Sale Price		$2,286,900	$575,000	$425,000	$2,100,000
Square Feet	226,527	239,580	40,510	34,979	240,016
Acres	5.20	5.50	0.93	0.80	5.51
Price per Square Foot		**$9.55**	**$14.19**	**$12.15**	**$8.75**
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple
% Adjustment		–	–	–	–
Financing Terms		Cash to seller -	Cash to seller		Cash to seller -
% Adjustment		–	–	–	–
Conditions of Sale					
% Adjustment		–	–	–	–
Market Conditions	1/20/2024	Jan-23	Jan-22	Nov-21	Mar-21
Annual % Adjustment	Variable	–	2%	3%	7%
Cumulative Adjusted Price		**$9.55**	**$14.48**	**$12.51**	**$9.36**
Location		–	–	–	-5%
Access/Exposure		–	–	–	–
Size		–	-5%	-5%	–
Shape and Topography		–	–	–	–
Zoning		–	–	–	–
Net $ Adjustment		$0.00	-$0.72	-$0.63	-$0.47
Net % Adjustment		0%	-5%	-5%	-5%
Final Adjusted Price		**$9.55**	**$13.75**	**$11.89**	**$8.89**
Overall Adjustment		0%	-3%	-2%	2%

Range of Adjusted Prices	**$8.89 - $13.75**
Average	**$11.02**
Indicated Value	**$12.00**

Land Value Conclusion

Prior to adjustment, the sales reflect a range of $8.75 - $14.19 per square foot. After adjustment, the range is narrowed to $8.89 - $13.75 per square foot, with an average of $11.02 per square foot. We give greatest weight to Sale 3 due to its location in Anacortes. Secondary weight is assigned to Sales 1 and 4, as they are comparable in size, and arrive at a land value of $12.00 for the subject land.

Easement Discussion

An easement involves a discount to the value of a property to account for the loss of property rights associated with the easement encumbrance. In accordance with the “bundle of rights” theory of property, real property can be analyzed as a bundle of rights with the fee interest representing the complete bundle. An easement under this analogy represents the loss or the taking of some of the rights in the bundle. Typically, the portion of the property encumbered is then of less value due to the owner’s loss of some rights associated with fee ownership.

Easement discounts of 50% or more are typically associated with overhead power line right-of-way. Subsurface easements for water, sewer, or gas lines can be less intrusive and discounts of less than 50% are experienced. Such easement discounts are also reflected in a 1999 Washington State Railroad Right-of-Way Study, which surveyed various public utilities as to the appropriate amount which utilities should pay to utilize railroad rights-of-way for liner easements or crossings. In study, various utilities including water and electric companies were interviewed with water companies indicating they typically purchase subsurface easements for 15% and 25% of the land value of the easement area prior to encumbrance. Power companies surveyed responded that they typically acquire overhead power line easements from 40% to 67% of the land value of the easement area prior to encumbrance.

The article, Easement Valuation, published in the November 2014 issue of the Right-of-Way magazine, discusses the impact of various easements and provides a general matrix discussing the type of easement, the level of impact and the corresponding percentage of fee. The article suggests impacts for easements having a minimal effect on surface uses ranging between 0% and 50%. Typically, these easements are for nominally impacting subterranean or air rights or locations within unusable areas or setbacks. More significant impacts for surface rights, including ingress and egress rights, ranging from 51% to 74% of fee are indicated, with major impacts on surface use resulting in significant impacts on use and utility, ranging between 75% and 89% of fee. This matrix is summarized in the following table.

Percentage of Fee	Comments	Potential Types of Easements
90% - 100%	• Severe impact on surface use • Conveyance of future uses	• Overhead electric • Flowage easements • Railroad ROW • Irrigation canals • Access Roads
75% - 89%	• Major impact on surface use • Conveyance of future uses	• Pipelines • Drainage easements • Flowage easements
51% - 74%	• Some impact on surface use • Conveyance of ingress/egress rights	• Pipelines • Scenic easements
50%	• Balanced use by both owner and easement holder	• Water or sewer lines • Cable line • Telecommunications
26% - 49%	• Location along a property line • Location across non-usable land area	• Water or sewer lines • Cable line
11% - 25%	• Subsurface or air rights that have minimal effect on use and utility • Location within a setback	• Air rights • Water or sewer lines
0% - 10%	• Nominal effect on use and utility	• Small subsurface easement

The existing easement reservation are utility easements. This will have some impact on surface use, and the easements represent a legal right held by the City of Anacortes and an encumbrance on the underlying land. As such, the impact of this easement is nominal, and we conclude to an easement interest at 10% of the estimated underlying fee value for the existing easement reservation. Utilizing the previously determined land values, we apply a 10% factor to arrive at concluded values of $1.20 per square foot for the subject easement rights.

Reconciliation and Conclusion of Value

The following summarized the ATF (Across the fence) conclusions of value for the easement rights:

Value Conclusions				
	ATF Value PSF (Unencumbered)	Land Area (SF)	Residual Estimated Value	Easement Value
Easement Rights	$12.00	40,535	10%	$48,642
Rounded				$49,000

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

1. None

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. None

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

The value conclusion(s) in this report consider the impact of COVID-19 on the subject property.

The opinions of value expressed in this report are based on estimates and forecasts that are prospective in nature and subject to considerable risk and uncertainty. Events may occur that could cause the performance of the property to differ materially from our estimates, such as changes in the economy, interest rates, capitalization rates, financial strength of tenants, and behavior of investors, lenders, and consumers. Additionally, our opinions and forecasts are based partly on data obtained from interviews and third-party sources, which are not always completely reliable. Although we are of the opinion that our findings are reasonable based on available evidence, we are not responsible for the effects of future occurrences that cannot reasonably be foreseen at this time.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local market, it is our opinion that the probable exposure time for the subject at the concluded market value stated previously is 6-9 months.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Lyzabeth Cui made a personal inspection of the property that is the subject of this report. Lori E. Safer, MAI, AI-GRS, has not inspected the subject.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Lori E. Safer, MAI, AI-GRS, has completed the continuing education program for Designated Members of the Appraisal Institute.

15. As of the date of this report, Lyzabeth Cui, has completed the Standards and Ethics Education Requirements for Candidates of the Appraisal Institute.

Lyzabeth Cui
Washington Certified General Real Estate Appraiser #22014487

Lori E. Safer, MAI, AI-GRS
Washington Certified General Real Estate Appraiser #1100546

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.

11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of you, your subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. IRR - Seattle, Integra Realty Resources, Inc., and their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. We are not a building or environmental inspector. The Integra Parties do not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. **IRR - Seattle is an independently owned and operated company. The parties hereto agree that Integra shall not be liable for any claim arising out of or relating to any appraisal report or any information or opinions contained therein as such appraisal report is the sole and exclusive responsibility of IRR - Seattle. In addition, it is expressly agreed that in any action**

which may be brought against the Integra Parties arising out of, relating to, or in any way pertaining to the engagement letter, the appraisal reports or any related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further expressly agreed that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the assignment (unless the appraisal was fraudulent or prepared with intentional misconduct). It is expressly agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. IRR - Seattle is an independently owned and operated company, which has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

Addendum A

Appraiser Qualifications

Lori E. Safer, MAI, AI-GRS

Integra Realty Resources - Seattle

600 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5731

irr.com

Experience

Managing Director of Integra Realty Resources Seattle in Washington State. Background includes 25 years of consultation and valuation analysis for clients including financial institutions, developers, local municipalities and various public agencies. President of Lori Safer Appraisal, Inc. from 1987-2002. Employed by Bruce C. Allen & Associates from 1983-1987; City of Bellevue Planning Department 1982. Integra Realty Resources Seattle is part of Integra Realty Resources (IRR), a national valuation and consulting firm with 50+ offices in the U.S.

Ms. Safer is experienced in the analysis of various property types including: land, residential subdivision appraisal studies, right of way and condemnation appraisal studies, mortgage loan appraisal studies, and highest and best use studies. Clients served include various financial concerns, law and public accounting firms, private and public agencies, pension and advisory companies, investment firms, and the general public. Further, utilizing the resources of Integra's 50+ offices nationwide, the firm is actively involved in the completion of large portfolio engagements.

Professional Activities & Affiliations

MAI Designation, Appraisal Institute
AI-GRS Designation, Appraisal Institute
President: Seattle Chapter of the Appraisal Institute, January 2019 - December 2019
Vice President: Seattle Chapter of the Appraisal Institute, January 2018 - December 2018
Treasurer: Seattle Chapter of the Appraisal Institute, January 2017 - December 2017
Secretary: Seattle Chapter - Appraisal Institute, January 2016 - December 2016
Board of Director: Seattle Chapter - Appraisal Institute, January 2012 - December 2014
Member: International Right of Way Association
Member: Regional Professional Standards Panel - Appraisal Institute
Chair: Nominating Comm. Appraisal Institute Region 1, January 2005 - December 2006
Director/Vice-Chair: Appraisal Institute - Region 1, January 1996 - December 2003
Chairman: Appraisal Institute - Region 1, January 2004 - December 2004
Vice Chair: Regional Education Liaison Appraisal Institute, January 1999 - December 1999
Member: Estate Planning Board - Univ. of Washington, January 1996 - December 1999
Member: Education Committee of the Appraisal Institute, January 1996 - December 1998
Education Coordinator: Appraisal Institute Region 1, January 1996 - December 1998
Representative to the Appraisal Institute Region 1, January 1996 - December 1997
Member: Curriculum Division of the Appraisal Institute, January 1993 - December 1996
Chairman: Narrative Exam Grading - Appraisal Institute, January 1993 - December 1995
Member: Narrative Exam Grading Subcommittee of Appraisal Institute, January 1993 - December 1995

Licenses

Washington, Certified General Real Estate Appraiser, 1100546, Expires July 2025
Oregon, State Certified General Appraiser, C001601, Expires July 2025

Education

Master of Arts, Urban Geography, University of Washington, 1982

lesafer@irr.com - 206.436.1177

Lori E. Safer, MAI, AI-GRS

Education (Cont'd)

Bachelor of Science, Geography, Pennsylvania State University, magna cum laude, 1979

Articles and Publications

Case Study 1.6: Special Benefits - Johnson and Matonis, Applications in Litigation Valuation, 2012

Real Property Value in Condemnation, 2018 (Content Reviewer)

Qualified Before Courts & Administrative Bodies

King County Superior Court, Washington

Miscellaneous

Approved Appraiser - Washington State Department of Transportation
Approved Review Appraiser - Washington State Department of Transportation
IRR Certified Reviewer

lesafer@irr.com - 206.436.1177

Integra Realty Resources - Seattle

600 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5731

irr.com

Lyzabeth Cui

Experience

Analyst for Integra Realty Resources - Seattle. Ms. Cui has come to Integra from Cushman & Wakefield where she worked as an associate appraiser in Valuation & Advisory. Ms. Cui began her real estate career as a realtor working primarily with EB5 investors from China finding investment properties with high-value appreciation and excellent rental returns, and now is focused on commercial real estate appraising to utilize her quantitative and real estate backgrounds. Ms. Cui's valuation experience includes vacant land, office, industrial, multifamily, and special purpose properties such as vet clinics, auto dealerships, religious facilities, and laboratories.

Professional Activities & Affiliations

Candidate for Designation, Appraisal Institute

Licenses

Washington, Certified General Real Estate Appraiser, 22014487, Expires September 2025

Education

M.S., Real Estate: Finance and Investment - University of Washington, 2018
B.S., Applied Mathematics: Scientific Computing & Numerical Analysis - University of Washington, 2013
ARGUS Software Certified (ASC) - Enterprise

lcui@irr.com - 206.436.1171

Integra Realty Resources - Seattle

600 University Street
Suite 310
Seattle, WA 98101

T 206.903.6700
F 206.623.5731

irr.com

About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

irr.com

Addendum B

IRR Quality Assurance Survey

IRR Quality Assurance Survey

We welcome your feedback!

At IRR, providing a quality work product and delivering on time is what we strive to accomplish. Our local offices are determined to meet your expectations. Please reach out to your local office contact so they can resolve any issues.

Integra Quality Control Team

Integra does have a Quality Control Team that responds to escalated concerns related to a specific assignment as well as general concerns that are unrelated to any specific assignment. We also enjoy hearing from you when we exceed expectations! You can communicate with this team by clicking on the link below. If you would like a follow up call, please provide your contact information and a member of this Quality Control Team will call contact you.

Link to the IRR Quality Assurance Survey: quality.irr.com

Addendum C

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), unless otherwise noted.

As Is Market Value
The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value
The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date

1. The date on which the appraisal or review opinion applies.
2. In a lease document, the date upon which the lease goes into effect.

Entitlement
In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Incentive
The amount an entrepreneur expects to receive for his or her contribution to a project. Entrepreneurial incentive may be distinguished from entrepreneurial profit (often called *developer's*

profit) in that it is the expectation of future profit as opposed to the profit actually earned on a development or improvement. The amount of entrepreneurial incentive required for a project represents the economic reward sufficient to motivate an entrepreneur to accept the risk of the project and to invest the time and money necessary in seeing the project through to completion.

Entrepreneurial Profit

1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.
2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)

3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time
An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Value
The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

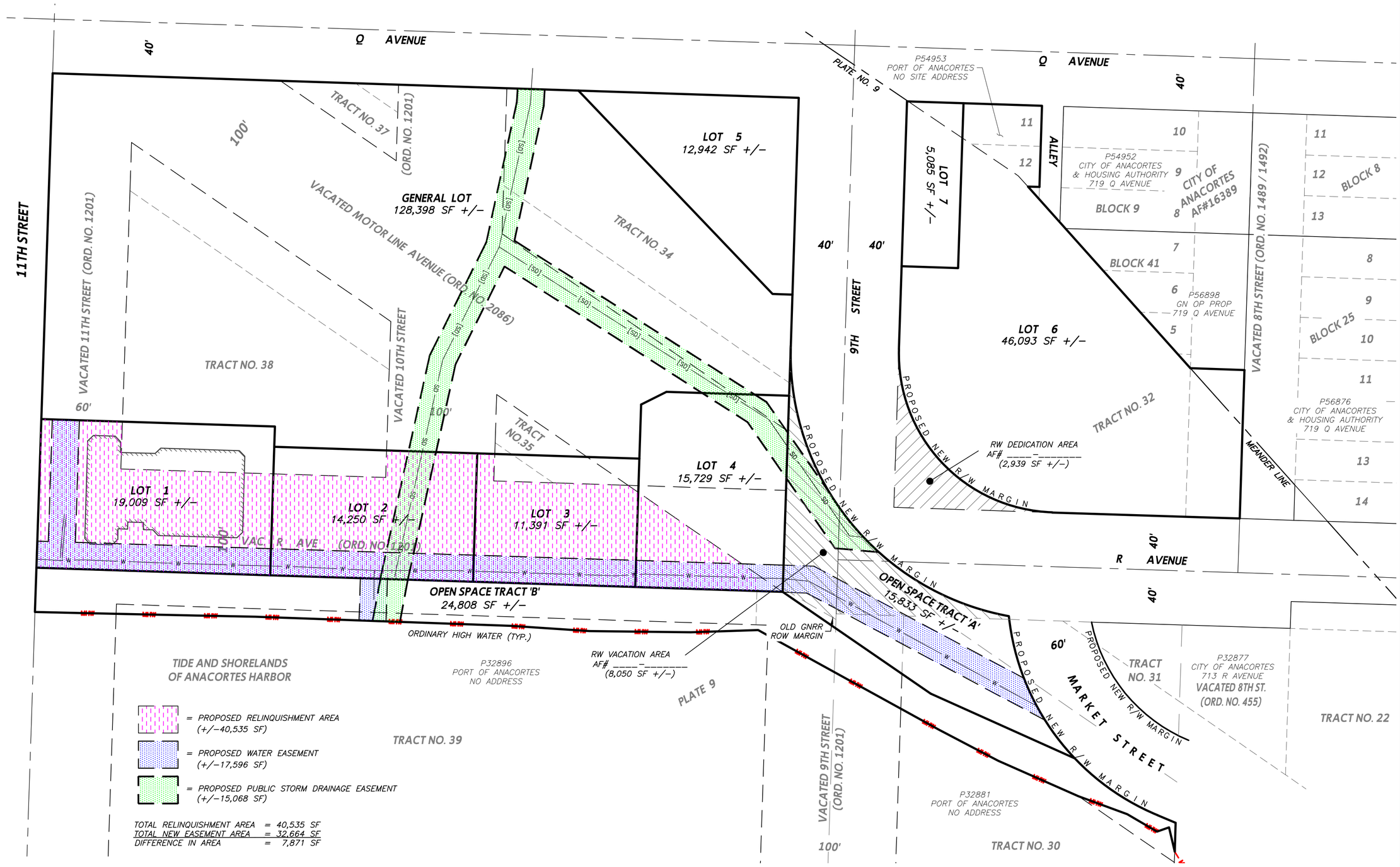
(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value
A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Addendum D

Property Information

WEST BASIN GENERAL AND SPECIFIC BINDING SITE PLAN #1
PROPOSED EASEMENT RELINQUISHMENTS AND DEDICATIONS



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SCALE:	1" = 50'
JOB#:	2022331
FIELD BOOK:	XXX
SHEET 1 OF 1	

WEST BASIN
GENERAL AND SPECIFIC
BINDING SITE PLAN #1
PORT OF ANACORTES
100 COMMERCIAL AVENUE
ANACORTES, WA 98221

PACIFIC SURVEYING
& ENGINEERING, INC.
909 Squalicum Way, Suite 111 | BELLINGHAM, WA 98225
T: 360.671.7387 | F: 360.671.4685
WWW.PSESURVEY.COM | INFO@PSESURVEY.COM

GRAPHIC SCALE
(US SURVEY FEET)
0 50
50 25 100
1 inch = 50 feet

ADAM SCOTT MORROW
STATE OF WASHINGTON
40523
REGISTERED
PROFESSIONAL LAND SURVEYOR

WEST BASIN GENERAL AND SPECIFIC BINDING SITE PLAN #1
PROPOSED EASEMENT RELINQUISHMENTS AND DEDICATIONS

DATA	
DRAWN:	TJM
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DATE:	05/31/2023
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SCALE:	1" = 50'
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GRAPHIC SCALE
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1 inch = 50 feet

ADAM SCOTT MORROW
STATE OF WASHINGTON
40523
REGISTERED
PROFESSIONAL LAND SURVEYOR

Pacific Surveying & Engineering, Inc

land surveying • civil engineering • consulting • environmental

909 Squalicum Way #111, Bellingham, WA 98225

Phone 360.671.7387 Facsimile 360.671.4685 Email info@psesurvey.com

May 24, 2023

Attn: Steve Lange, Engineering Tech IV
City of Anacortes Public Works Department
904 6th Street
Anacortes, WA 98221

Dear Steve –

This is a written request on behalf of the Port of Anacortes for the relinquishment of a portion of the easement areas retained per the following City of Anacortes Road Vacation Ordinances:

… **Ordinance 1201**

The subject easements were reserved in the ordinance language, copies of which have been attached for reference. Maps of the easement relinquishment areas have also been provided. The Port is requesting that these easement reservations be expunged or extinguished in preparation for planned and future development of properties in the vicinity of the West Basin of Cap Sante Marina. Known public or franchise utilities located in the proposed easement relinquishment areas will be replaced by defined location easements as applicable.

The burdened properties are as follows: TP# P32881; P32885; P32895; P32886; P32887 & P32888

All of which are under the same ownership: Port of Anacortes
100 Commercial Ave
Anacortes, WA 98221

We appreciate your consideration. If you have any comments, questions or require further information, please do not hesitate to contact our office at (360) 671-7387.

Sincerely,
Pacific Surveying and Engineering

Adam Morrow, PLS
(Agent)

CC: Brenda Treadwell, Port of Anacortes

ORDINANCE NO. 1201

AN ORDINANCE vacating certain streets and alleys in the City of Anacortes, Washington.

WHEREAS, a petition praying for the vacation of certain streets and alleys in the City of Anacortes, Washington, was filed with the City Clerk by the Port of Anacortes, in which petition it was represented that the said Port of Anacortes owns all of the property abutting upon said streets and alleys sought to be vacated, and

WHEREAS, the City Council by Resolution fixed the time and place for the hearing of said Petition, and more than twenty (20) days prior to the date of said hearing notice thereof was duly posted and published according to law, and

WHEREAS, said hearing was duly held and there were no objections or protests entered or honored in connection with said Petition.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES DO ORDAIN AS FOLLOWS:

Section 1. That the following described streets and alleys in the City of Anacortes, Washington, hereby are declared to be vacated:

5th Street between the east line of S and the West line of T Avenues;

All of those portions of 7th, 8th, 9th, 11th and 13th Streets located on Plate 9 of Anacortes Tide and Shore Lands and east of the Great Northern Railway right of way;

All of those portions of 11th Street, 13th Street, Cap Sante Avenue, R Avenue, S Avenue, T Avenue, U Avenue and V Avenue located in Plate 10 of Anacortes Tide and Shore Lands and east of the Great Northern Railway right of way and north of the Cap Sante water way;

All of that portion of Motor Line Avenue lying east of the east line of the Great Northern Railway right of way;

All of that portion of R Avenue lying south of the ~~Great Northern Railway right of way~~ South Line of Motor line Avenue and North of North line of 13th St.

All of those portions of S Avenue, T Avenue, U Avenue and V Avenue lying in Plate 9 and south of the meander line;

The alleys in Blocks 6 and 11 of Bowman's Central Ship Harbor Water Front Plat;

provided, however, that the City of Anacortes reserves for itself forever the right to go upon said street for the purpose of excavation for sewer, water pipe or mains and/or any and all other utility lines, conduits or services, and to lay sewer pipe, water pipe or mains and any and all other utility lines, conduits or services, and to maintain, repair, renew and replace the same and perform any and all work in connection therewith appropriate for the welfare of the public.

15

Section 2. This Ordinance shall take effect and be in force from and after five (5) days after its publication.

Dated this 6 day of November, 1956.

CITY OF ANACORTES

By C. R. Pinson
C. R. Pinson, Mayor

ATTEST:

Frank D. Kimsey, Jr.
Frank D. Kimsey, Jr., City Clerk

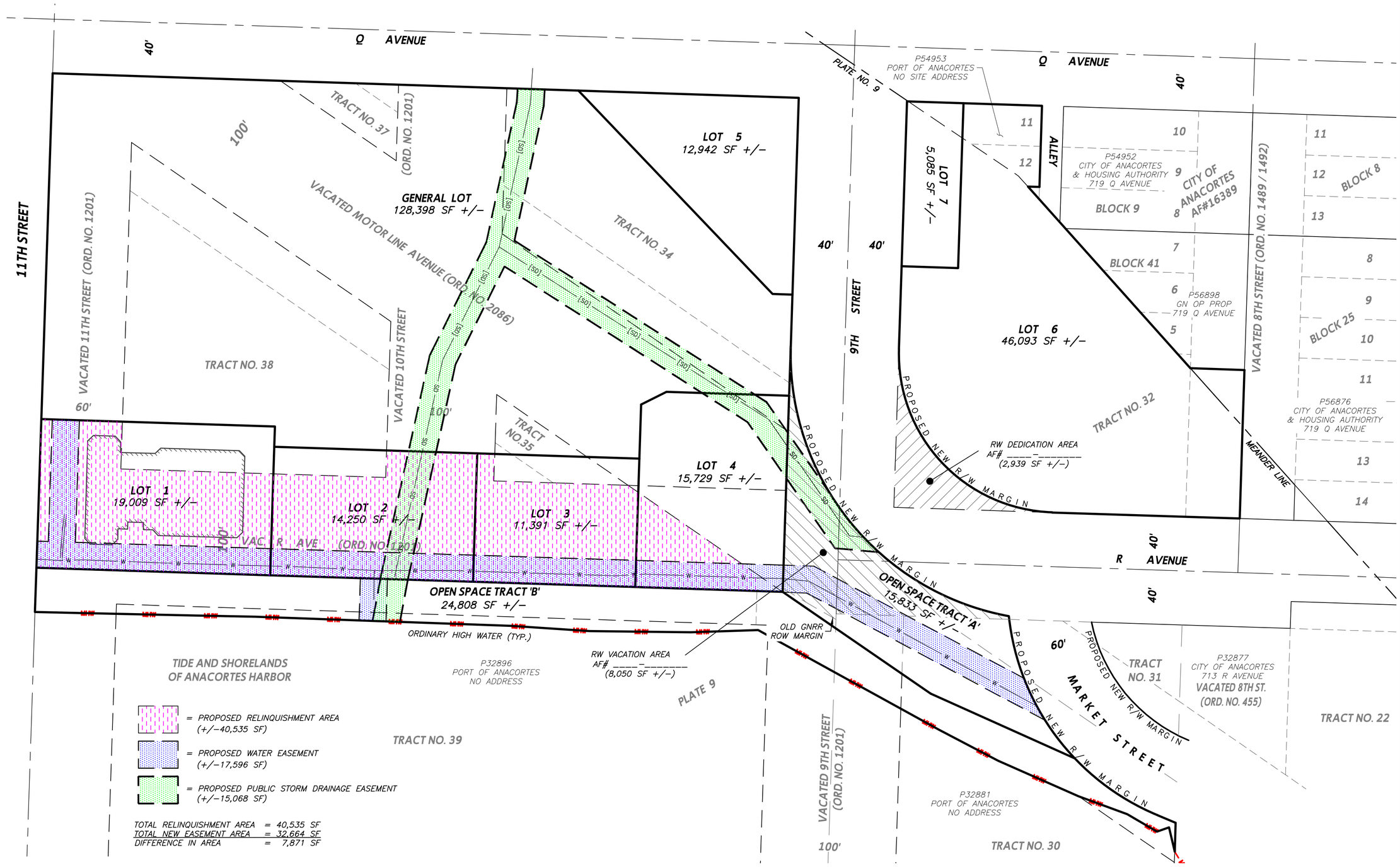
(CORPORATE SEAL)

APPROVED AS TO FORM:

W. V. Wells
W. V. Wells, City Attorney

154

WEST BASIN GENERAL AND SPECIFIC BINDING SITE PLAN #1
PROPOSED EASEMENT RELINQUISHMENTS AND DEDICATIONS



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50 25 100
1 inch = 50 feet

ADAM SCOTT MORROW
STATE OF WASHINGTON
40523
REGISTERED
PROFESSIONAL LAND SURVEYOR

Addendum E

Comparable Data

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	Lot 5B Bay Ridge
Sub-Property Type:	Commercial, Industrial
Address:	Bay Ridge Dr.
City/State/Zip:	Burlington, WA 98233
County:	Skagit
Market Orientation:	Suburban
IRR Event ID:	3062397

Sale Information

Sale Price:	$2,286,900
Effective Sale Price:	$2,286,900
Sale Date:	01/10/2023
Recording Date:	01/12/2023
Listing Price:	$2,613,600
Listing Date:	02/15/2022
Sale Status:	Closed
$/Acre(Gross):	$415,800
$/Land SF(Gross):	$9.55
$/Acre(Usable):	$415,800
$/Land SF(Usable):	$9.55
Grantor/Seller:	Wallace Industrial LLC
Grantee/Buyer:	Tacoma Glass Manufacturing
Assemblage:	No
Portfolio Sale:	No
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Exposure Time:	11 (months)
Financing:	Cash to seller - buyer obtained financing
Conditions of Sale:	Arm's-length
Document Type:	Warranty Deed
Recording No.:	2023011120050
Verified By:	Stephanie Crowley
Verification Date:	11/01/2023
Confirmation Source:	Jack Wallace
Verification Type:	Confirmed-Seller
Secondary Verific. Source:	Assessor, CoStar

Improvement and Site Data

Legal/Tax/Parcel ID:	127386
Acres(Usable/Gross):	5.50/5.50
Land-SF(Usable/Gross):	239,580/239,580
Usable/Gross Ratio:	1.00
Shape:	Rectangular
Topography:	Level
Corner Lot:	No
Frontage Feet:	165
Zoning Code:	BR-LI
Zoning Desc.:	Light Industrial
Flood Plain:	No
Flood Zone Designation:	C
Comm. Panel No.:	5301510250C
Date:	01/03/1985
Source of Land Info.:	Public Records

Comments

This is the January 2023 sale of 5.5 acres of industrial land for $2,286,900 or $415,800/acre. The sale price indicates a discount from asking of 12.50%. This is a flat, cleared lot at the end of a cul de sac. The buyer applied for a permit in August 2023 to construct a concrete tilt-up manufacturing building with parking and landscaping. The property sold without entitlements and all utilities were in the street. There were no brokers on the sale but the seller confirmed the information.

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	McCorquedale Commercial Land
Sub-Property Type:	Commercial
Address:	608 W. McCorquedale Rd.
City/State/Zip:	Burlington, WA 98233
County:	Skagit
Market Orientation:	Small Town - Non Metro
IRR Event ID:	2775749

Sale Information

Sale Price:	$575,000
Effective Sale Price:	$575,000
Sale Date:	01/28/2022
Recording Date:	01/18/2022
Sale Status:	Closed
$/Acre(Gross):	$618,280
$/Land SF(Gross):	$14.19
Grantor/Seller:	HILDAR ENTERPRISES LLC
Grantee/Buyer:	AMERCO REAL ESTATE COMPANY
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Document Type:	Warranty Deed
Recording No.:	202201240138
Verified By:	Riley B. Steppe
Verification Date:	02/22/2022
Confirmation Source:	Dave Nelson (425) 319-3100
Verification Type:	Confirmed-Seller Broker
Secondary Verific. Source:	Assessor, CoStar, Deed

Improvement and Site Data

Legal/Tax/Parcel ID:	P24069
Acres(Gross):	0.93
Land-SF(Gross):	40,510
Shape:	Rectangular
Topography:	Level
Vegetation:	Grass and shrubs
Corner Lot:	No
Zoning Code:	C-2
Zoning Desc.:	Heavy Commercial
Easements:	No
Environmental Issues:	No
Flood Plain:	No
Flood Zone Designation:	X
Utilities:	Electricity, Water Public, Sewer, Gas
Utilities Desc.:	in street
Source of Land Info.:	Broker

Comments

This is the January 2022 sale of 0.93 acres of heavy commercial land for $575,000, or $14.19 per square-foot. The generally level lot was vacant and covered with shrubs and grasses at the time of sale. The buyer also purchased the eastern and western abutting properties from a separate buyer. This second/separate transaction took place in December 2021. It included about 6.97 acres of heavy commercial land and a 2,196 square-foot auto retail building for $5,000,000, or $16.47 per square-foot of land area. The buyer is using the property as a U-Haul Moving and Storage location. There were no permits for new development in place at the time of sale. This property has very close proximity to I-5.

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	Industrial Land in Anacortes
Sub-Property Type:	Commercial, Industrial
Address:	8638 S. Marchs Point Rd.
City/State/Zip:	Anacortes, WA 98221
County:	Skagit
Market Orientation:	Suburban
IRR Event ID:	3062089

Sale Information

Sale Price:	$425,000
Effective Sale Price:	$425,000
Sale Date:	11/23/2021
Sale Status:	Closed
$/Acre(Gross):	$529,265
$/Land SF(Gross):	$12.15
$/Acre(Usable):	$529,265
$/Land SF(Usable):	$12.15
Grantor/Seller:	JH AND JK LLC
Grantee/Buyer:	LUEVANOS FELIPE
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Document Type:	Warranty Deed
Recording No.:	202112090053
Verified By:	Lyzabeth Cui
Verification Date:	10/20/2023
Confirmation Source:	Jean Groesbeck
Verification Type:	Confirmed-Seller Broker

Comments

This was the December 2021 sale of 34,979 SF of land for $425,000, or $12.15/SF. The site is generally level with 124 feet of frontage on S Marchs Point Road and was vacant at the time of sale. Per the listing broker, the buyer plans to build a dry storage facility.

Improvement and Site Data

Legal/Tax/Parcel ID:	P133587
Acres(Usable/Gross):	0.80/0.80
Land-SF(Usable/Gross):	34,979/34,979
Usable/Gross Ratio:	1.00
Zoning Code:	LM1
Zoning Desc.:	Light Manufacturing 1
Source of Land Info.:	Public Records

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	Industrial Land - W. Horton Road
Sub-Property Type:	Commercial, Industrial
Address:	W. Horton Rd.
City/State/Zip:	Bellingham, WA 98226
County:	Whatcom
Market Orientation:	Suburban
IRR Event ID:	2658035

Sale Information

Sale Price:	$2,100,000
Effective Sale Price:	$2,100,000
Sale Date:	03/09/2021
Recording Date:	03/10/2021
Listing Price:	$2,221,300
Sale Status:	Closed
$/Acre(Gross):	$381,125
$/Land SF(Gross):	$8.75
$/Acre(Usable):	$381,125
$/Land SF(Usable):	$8.75
Grantor/Seller:	Cordata Investments
Grantee/Buyer:	Magnificat LLC
Assemblage:	Yes
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller - buyer obtained financing
Conditions of Sale:	Arm's-length
Document Type:	Warranty Deed
Recording No.:	20210301873
Verified By:	Stephanie Crowley
Verification Date:	11/01/2023
Confirmation Source:	Jeff Johnson
Verification Type:	Confirmed-Seller Broker
Secondary Verific. Source:	Assessor, Data Service, Deed, Listing Flyer

Improvement and Site Data

MSA:	Bellingham, WA
Legal/Tax/Parcel ID:	380201-416062-0000, -417092-0000, and -417114-0000
Acres(Usable/Gross):	5.51/5.51
Land-SF(Usable/Gross):	240,016/240,016
Usable/Gross Ratio:	1.00
Zoning Code:	PI-FTZ
Zoning Desc.:	Planned Industrial
Source of Land Info.:	Public Records

Comments

This three-parcel assemblage sold in March 2021 for $2,100,000, or $8.75 per square foot. There is no wetland mitigation, just future maintenance. The seller completed all wetland mitigation prior to the sale. A storm water retention tract was schedule to be completed before the sale. It is Lots B, C and D of a four-parcel planned industrial development. At the time of sale, the three lots were ready for development. The sale price indicates a 5% discount from asking.

Port of Anacortes Vacation Request
June 17, 2024

Legal Standards

AMC 12.50.050 – Public Hearing

- Requires a hearing on a vacation petition proposal
- Following the hearing, Council shall determine whether to vacate the street or alley
- Must consider the factors in AMC 12.50.060

AMC 12.50.060 – Factors to Consider

- Whether a change of use or vacation of the street will provide a significant benefit to the public
- Whether the street is neither currently required for public use or access nor anticipated to be needed in the future
- Whether the substitution of a new and different public way would be more useful to the public
- Whether possible future public uses may require the right-of-way
- Whether objections to the proposed vacation are made

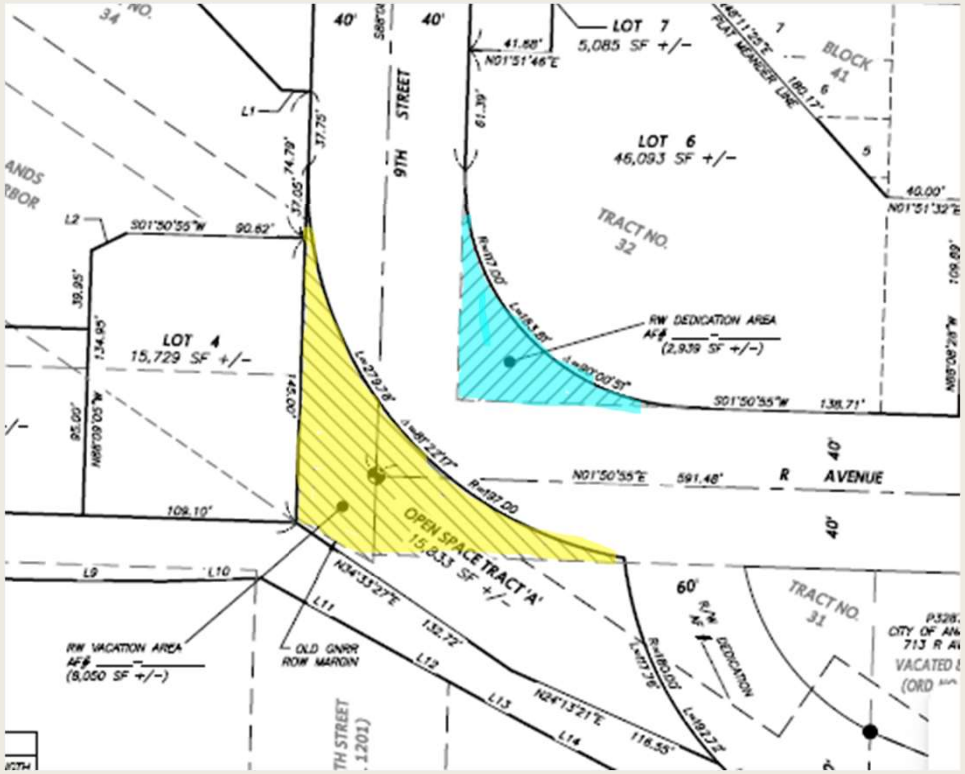
Compensation

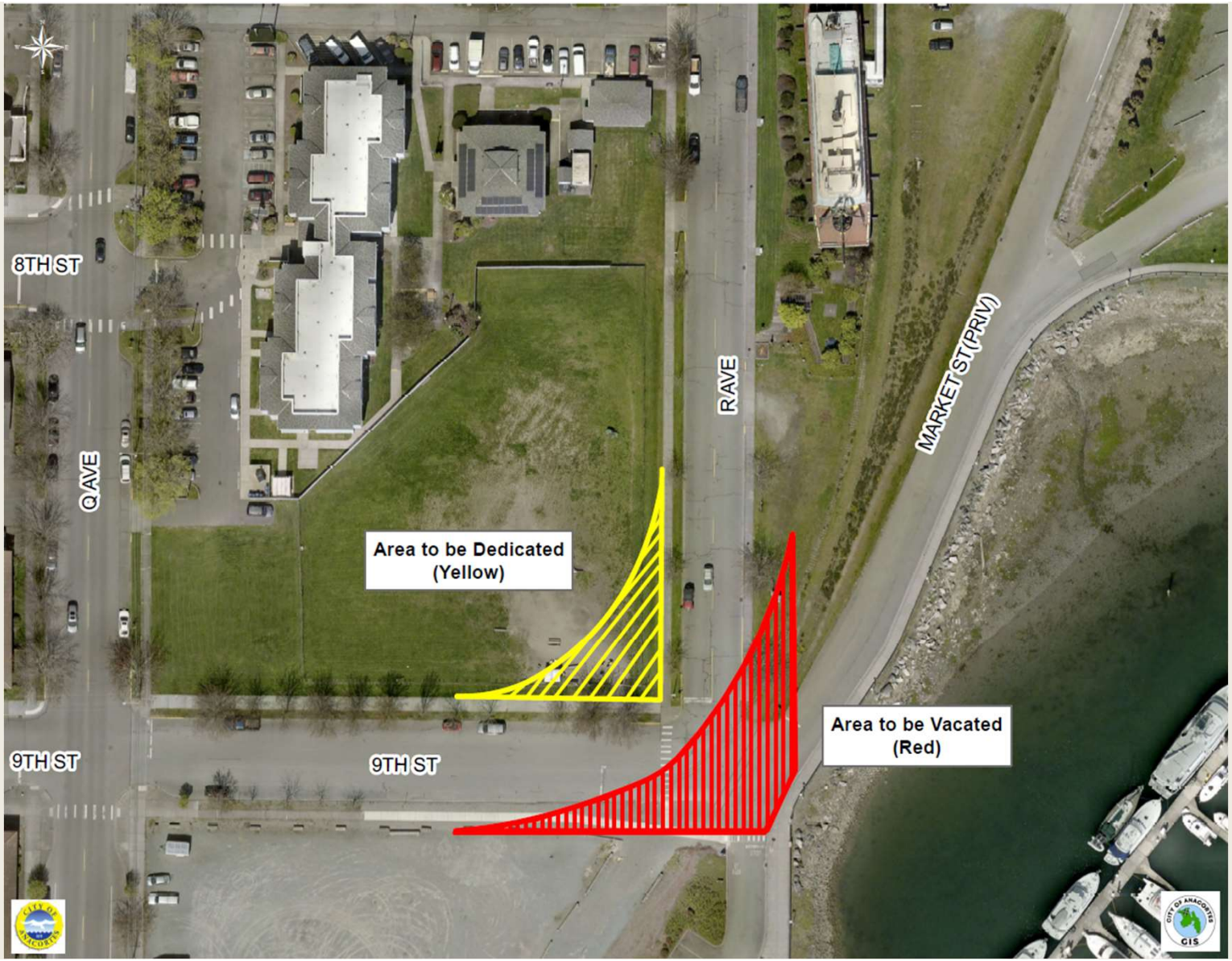
- AMC 12.50.100 – Full fair market value of the area to be vacated must be paid to the City - public street for 25 years or more
- AMC 12.50.110 – Alternative compensation is allowed to satisfy required compensation
- Where the value of the conveyed property is less than the required compensation, the owners shall pay the difference to the City

Port’s Proposal

Overview

- Port is requesting vacation of a portion of the SE intersection of R Avenue and 9th Street
- In exchange, they would dedicate a portion of Port property on the opposite corner plus pay any additional required compensation




8TH ST
Q AVE
R AVE
MARKET ST (PRIV)
9TH ST
9TH ST
Area to be Dedicated
(Yellow)
Area to be Vacated
(Red)

Compensation

Area to be vacated:

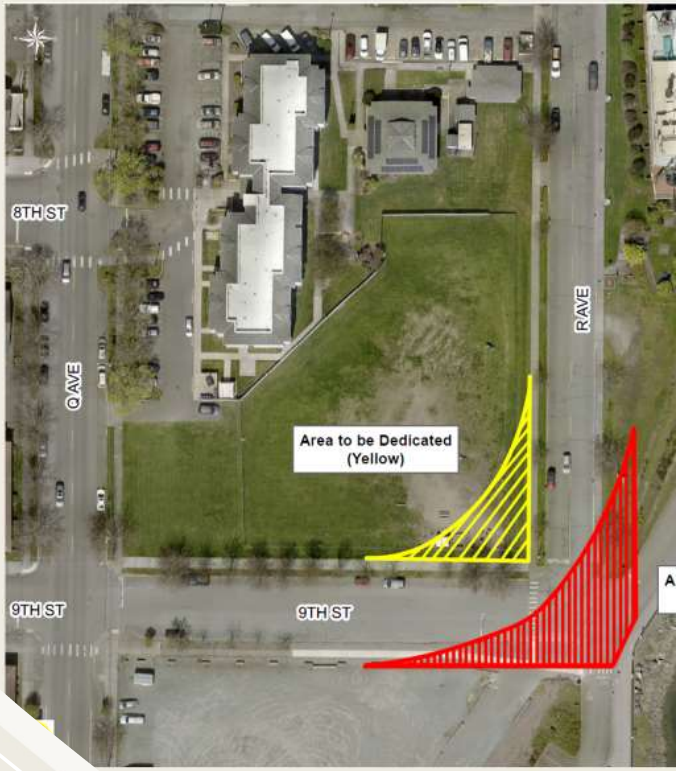
- 8,050 square feet in CM zone
- Value is $100,000

Area to be transferred to City:

- 2,939 square feet in CM zone
- Value is $40,000

Additional Compensation to the City:

- $60,000 payment to be held in reserve to be used for public park purposes in or adjacent to the vacated area



Condition

- Port and City staff are working on language for the ordinance that would require the Port to develop the property as a public space within a certain timeframe
- Next read of ordinance will include proposed language

Staff Recommendations

Staff Recommend Approval

- Staff have reviewed the application with Port staff and will recommend approval upon finalization of the ordinance
- The public will benefit through the development of a waterfront public space in the vacated area
- The area to be vacated is not needed now nor anticipated to be needed in the future
- A new and improved street alignment that accommodates waterfront public area will be more useful to the public
- The proposed compensation by the Port meets the requirements of the Code

Next Steps

- June 17 City Council meeting: Hold public hearing and hear from applicant

- July 1 City Council meeting: Review updated ordinance and decide on the application

Questions?

City Council Agenda Bill

Meeting Date: June 17, 2024 **Agenda Item:** 7.a.

Agenda Item Title: Drug Task Force Commander

Staff Contact(s): DAVE FLOYD

Approved for Submittal to Council by	**Action Type**
GREG FRANCIOCH	Presentation
DAVE FLOYD	

Item Summary: Skagit County Sheriffs' Office, Deputy Chief Tobin Meyer, is the Commander of the Skagit County Interlocal Drug Enforcement Unit (SCIDEU). He will present the Drug Task Force's 2023 annual report.

Budget Impact:

Previous Action:

Recommended Motion:

Alternative Actions:

Attachments (listed in order presented):

1. Skagit County Interlocal Drug Enforcement Unit - 2023 Annual Report Update

Skagit County Interlocal Drug Enforcement Unit

2023 Annual Report

Commander Tobin Meyer

Detective Sergeant Chris Kading

SCIDEU Topics:

- The Team
- Recent Highlights
- Current Trends
- Looking Ahead

SCIDEU

- Est. 1987 by Interlocal Agreement
- Local and Federal Participation
- <u>Primary:</u> Mid-Upper Level DTOs
- <u>Secondary:</u> S.I. & Pro-Active

SCIDEU

- Local agency partners:
  APD, BPD, MVPD, PA, SCSO, STPD, SWPD
- Staffing:
  - Part Time Commander
  - Full Time Sergeant
  - Full Time Office Manager
  - Full Time Undercover Detectives/Agents
  - Part Time Senior DPA

SCIDEU

- Federal partnerships include:
  - FBI
  - DEA
  - Homeland Security
  - Others (USPS, US Attorney, etc.)

SCIDEU

- Oversight:
  - Executive Board
    - Police & Sheriff Executives
    - Quarterly Meetings
  - Bi-Annual In-Depth State Run Peer Review Audit
    - Policy, Procedures, Best Practices
    - Financials & Fin. Systems
    - Record Keeping Systems

SCIDEU

2023 Mid-Upper Level DTO Seizures

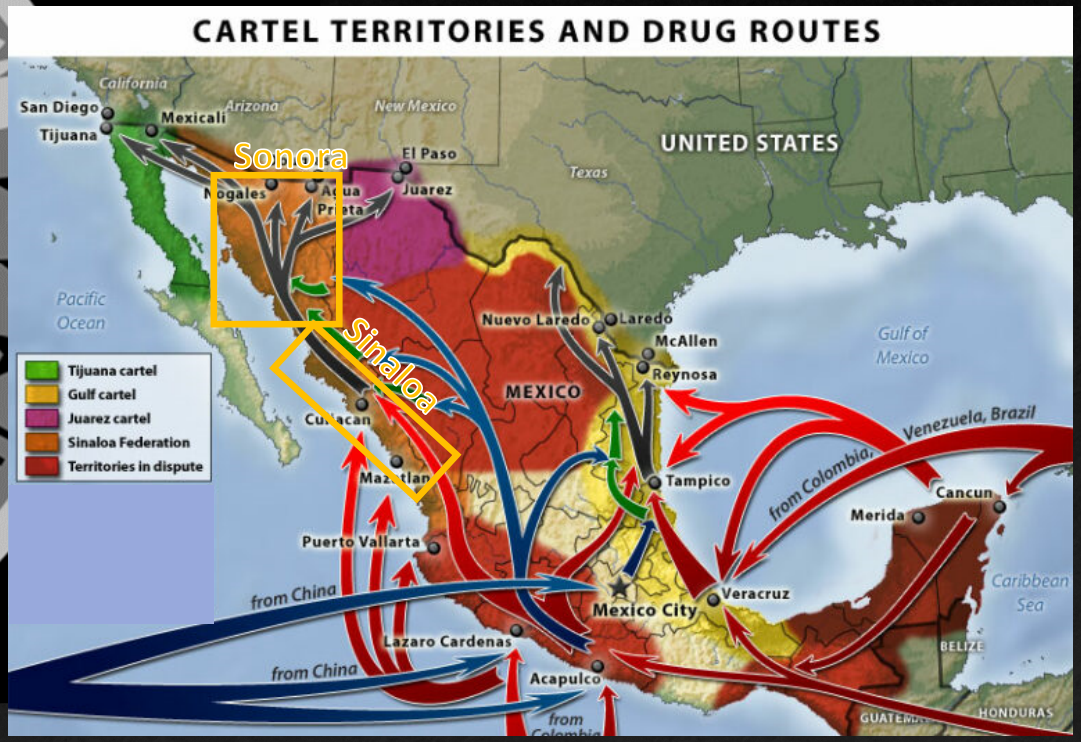
The Team | Highlights | Current Trends | Future Challenges

SCIDEU

Mid-Upper Level DTO's

C.D.S

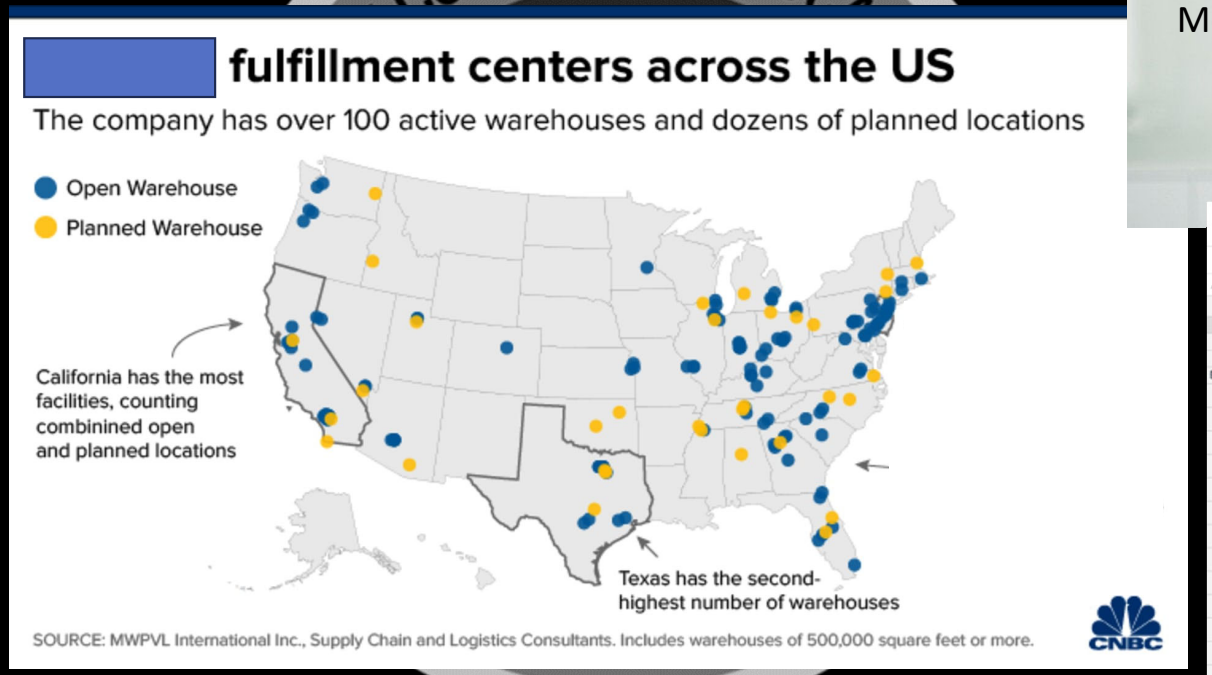
CARTEL DE SINALOA



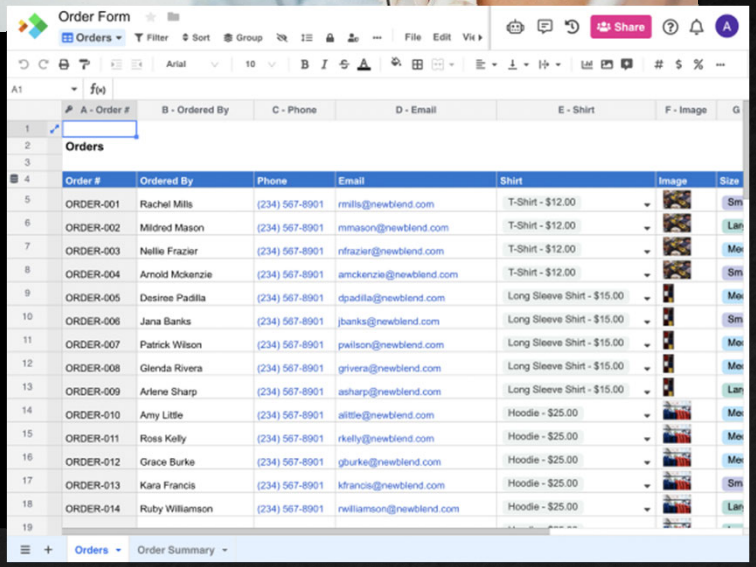
The Team | Highlights | Current Trends | Future Challenges

SCIDEU

Mid-Upper Level DTO's



Cartel Call Center in Mexico



SCIDEU

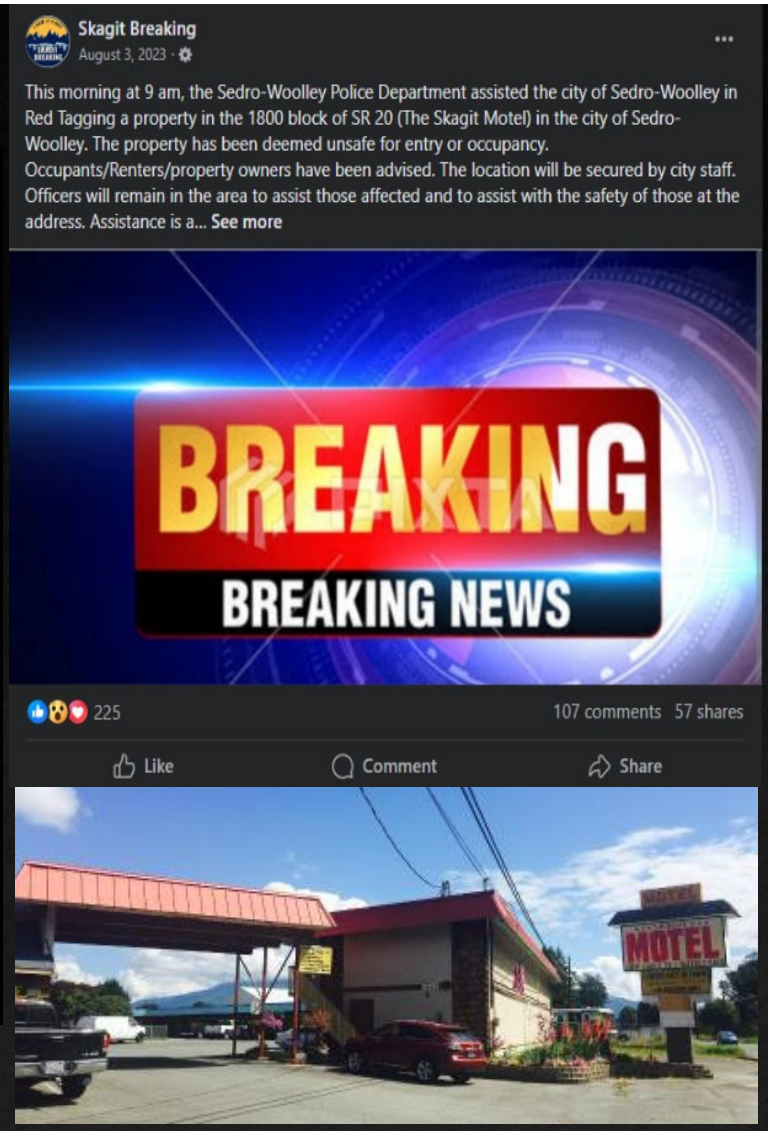
Special Investigations and Proactive Policing

The Team | Highlights | Current Trends | Future Challenges

Highlights

Skagit Motel - Overdoses and Criminal Nuisance

- At least 2 overdose deaths linked to rooms.
- Purchased fentanyl from 5 separate rooms in short timespan.
- Search warrant revealed 1000 fentanyl laced counterfeit pills from one room.
- Arrested and booked 8 individuals on drug charges and/or outstanding warrants.
- Unsafe drug contamination levels detected in rooms.



Highlights

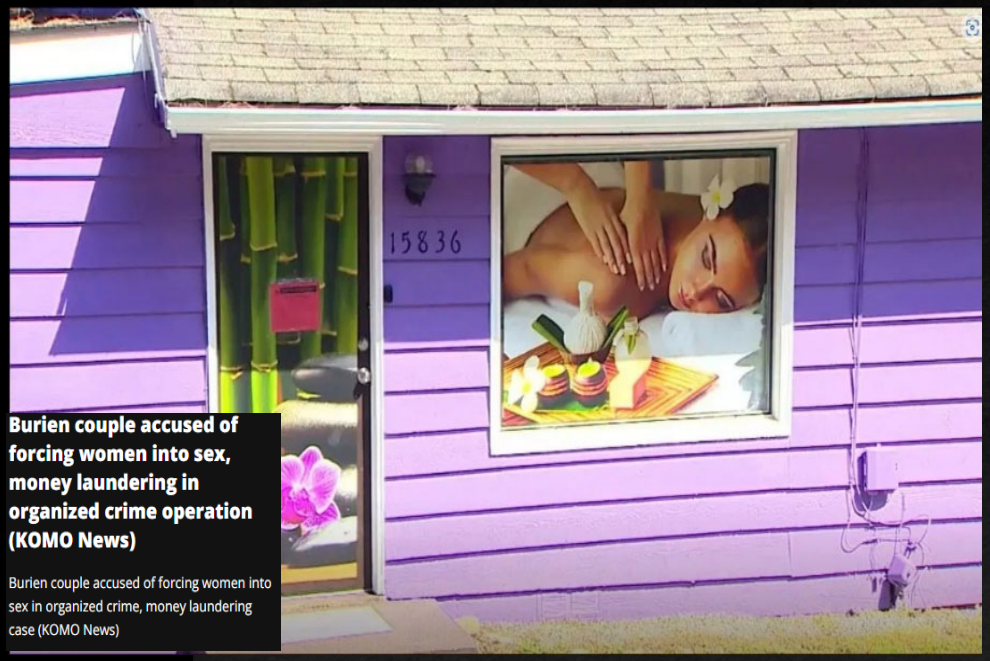
Pastor Steven Parker – Drug Trafficker

- Claimed to be providing drug and alcohol counseling to vulnerable substance dependent individuals.
- Intelligence says - Delivering large quantities of fentanyl, methamphetamine and other drugs to Whatcom/Skagit/Snohomish Counites.
- SCIDEU Conducted multiple controlled undercover buys.
- During arrest operation had fentanyl powder, 2000 counterfeit pills containing fentanyl, cocaine, 2 pounds of methamphetamine, and a stolen firearm (38 more firearms + 3 additional stolen firearms at residence)
- Found guilty and serving a 54 month prison sentence.

Highlights

Burlington - Human Trafficking Case

- SCIDEU co-cased with King County on a potential human trafficking, money laundering, and other crimes investigation.
- May 2023 SCIDEU served search warrants at two Burlington businesses that eventually aided in charging a Burien couple with human/sex trafficking, organized crime, and money laundering.
- SCIDEU utilized specialist from partner federal agencies to assist with providing language and support services from human trafficking victims.

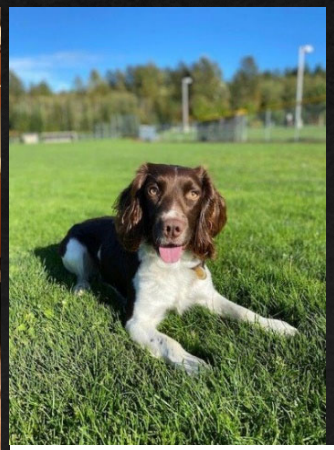


Highlights

Transnational Organized Drug Investigation

- SCIDEU tracked drugs being distributed in Skagit County back to a distributor in Everett linked to a drug trafficking organization (DTO).
- DTO distributing to Whatcom, Skagit and Snohomish County.
- Search warrant of Everett location seizures:
  - 500,000 counterfeit pills containing fentanyl
  - 22 pounds of methamphetamine
  - 6 pounds of cocaine
  - 1 pound of heroin
  - 1 pound fentanyl powder
  - 6 firearms
  - $250,000 in cash
- A child was found residing in the location (turned over to CPS).
- K-9 Sully OD from fentanyl exposure.
  - Revived using Naloxone with full recovery.

Drugs, firearms, and money seized as a result of the search warrant



Sully

Highlights

Building Partnerships – Theme of 2023

- Awarded 2023 Homeland Security Investigations:
  - Partnership Award
  - Great honor in recognition of SCIDEU's investigative achievements in partnership with HSI.

- Received HIDTA Task Force Designation
  - Multi-year application process.
  - Opens new funding sources, training, equipment, and partnerships in intel sharing for both law enforcement and public health purposes.

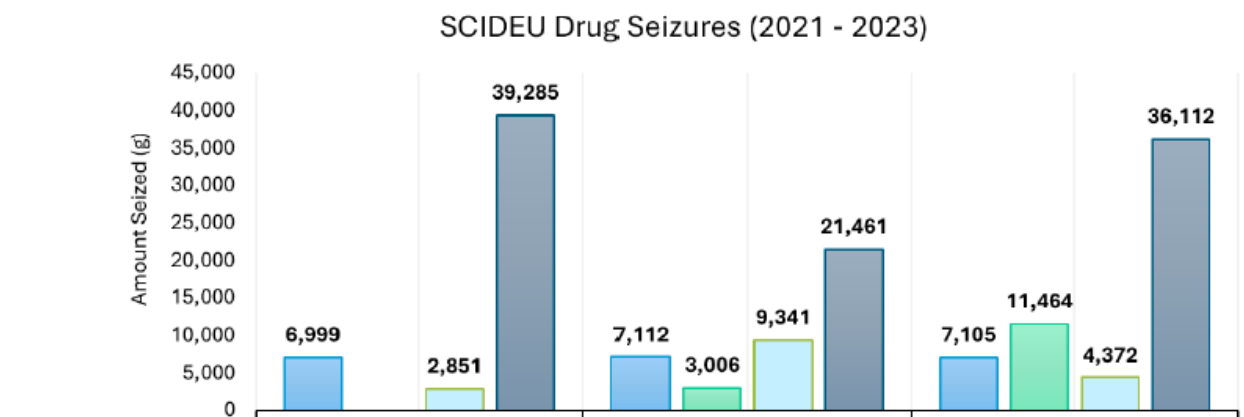
- SCIDEU partnered with 24 law enforcement agencies across the state and nation in 2023.
  - Leveraged for the benefit of keeping our communities safe.

2023 Stats & Trends

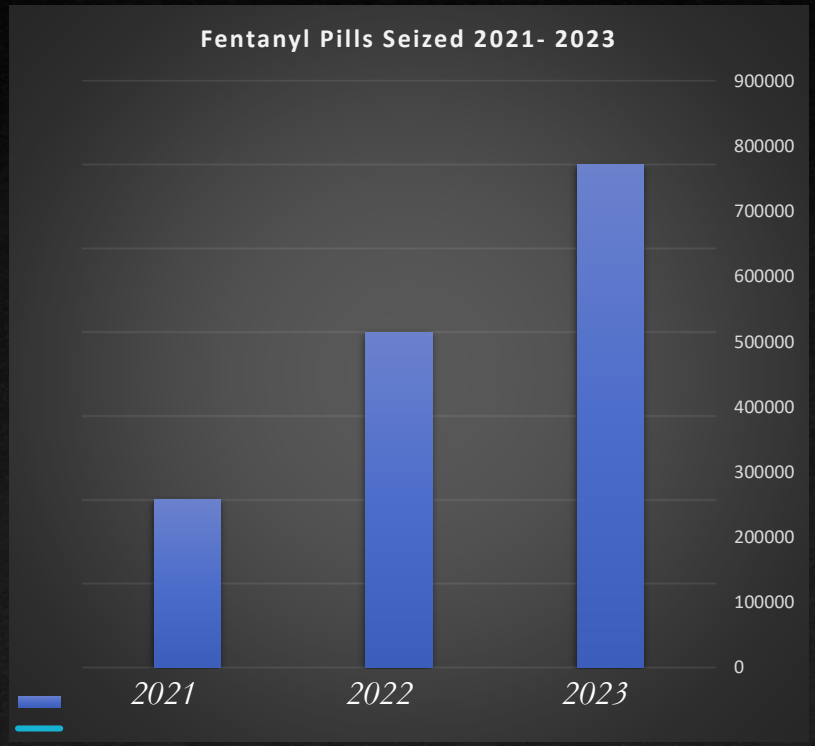
- Quick Stats:
  - 61 investigations, 18 individuals charged State & Federally, over 500 pounds of drugs and 74 firearms seized.
- Fentanyl seizures continue to increase – exponential increase in powder seizures.
  - 550,000+ potentially lethal counterfeit pills containing fentanyl seized.
- Street prices continue to stay low in our region.
  - Saturated market in PNW.
  - Some areas of US saw declines in OD's for first time.
  - Sinaloa "no more fentanyl".
- **Xylazine and other "zines"**
  - Narcan/Naloxone does not counteract xylazine and may not be effective against other "zines".
  - Usually added locally/regionally.

Kilogram of fentanyl powder seized from a residence.

2023 Stats & Trends



	2021	2022	2023
Cocaine	6,999	7,112	7,105
Fentanyl (Powder form)		3,006	11,464
Heroin	2,851	9,341	4,372
Methamphetamine	39,285	21,461	36,112



Looking Ahead 2024

- Funding – Still not out of the woods.
  - Legislative action at state and national level required.
  - Thank you! For your support in 2023/2024 – it bought us another year of funding.
- Staffing – Many LE agencies are facing challenges staffing patrol core.
  - Many task forces across the state are below minimum staffing levels as a result (including SCIDEU).
  - Thankful to have a very supportive executive board who has worked with us through these challenges.
  - New partnerships with Oak Harbor PD.
- SCIDEU will continue working to keep our communities safe and enjoyable for all.

SCIDEU – Your Task Force

Thank You & Questions?

City Council Agenda Bill

Meeting Date: June 17, 2024 **Agenda Item:** 7.b.

Agenda Item Title: Opioid Lawsuits and Funding Update

Staff Contact(s): DARCY SWETNAM

Approved for Submittal to Council by	**Action Type**
GREG FRANCIOCH DARCY SWETNAM	Presentation

Item Summary: Staff will provide an update on the status of the various opioid actions the City has been involved in, with additional information from George Kosovich, who works for Skagit County Public Health Department. The goal of this presentation is to provide Council with an update on the amount of funds available for addressing opioid-related issues in our community and provide an overview of potential options for use of those funds.

Budget Impact:
N/A

Previous Action: N/A

Recommended Motion: N/A

Alternative Actions: N/A

Attachments (listed in order presented):
1. 240617 Lit - Opioid Presentation Update

OPIOID ALLOCATIONS UPDATE

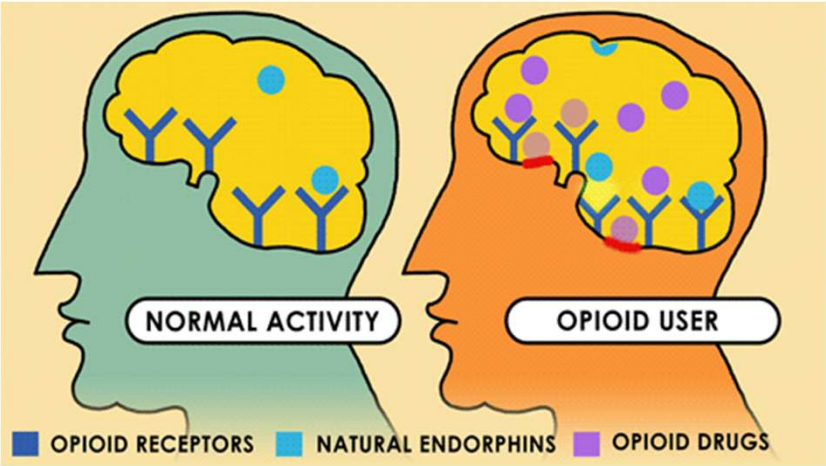
June 17, 2024

ONE WASHINGTON MOU

- City is represented by Keller Rohrback
- Signed by the City on March 29, 2022 (22-096-LEG-001)
- The MOU is between Washington municipalities
- Governs how settlement proceeds are to be allocated and used
- Requires establishment of regional Opioid Abatement Council (OAC) to coordinate use of funds

Allowed Uses of Proceeds - Treatment

- Treat Opioid Use Disorder (OUD)
- Support people in treatment and recovery
- Connect people who need help to the help they need (Connections to Care)
- Address the needs of criminal-justice-involved persons
- Address the needs of pregnant or parenting women and their families, including babies with neonatal abstinence syndrome



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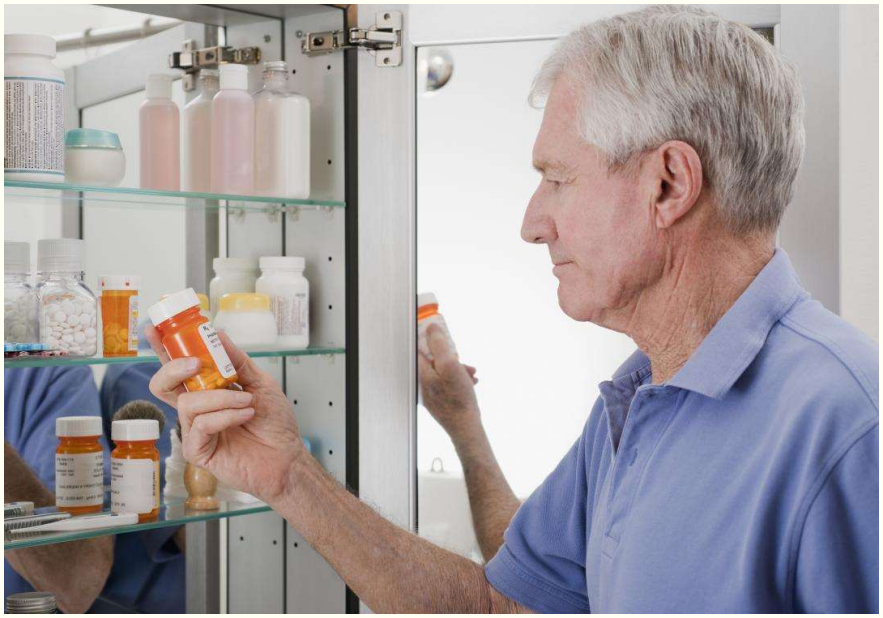
Allowed Uses of Proceeds - Prevention



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- Prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids
- Prevent misuse of opioids
- Prevent overdose deaths and other harms

Allowed Uses of Proceeds – Other Strategies

- First responders
  - Law enforcement expenditures related to opioids
  - Education
- Leadership, planning and coordination
  - Local planning
  - Local tracking
  - Infrastructures
  - Staff resources
- Training
- Research

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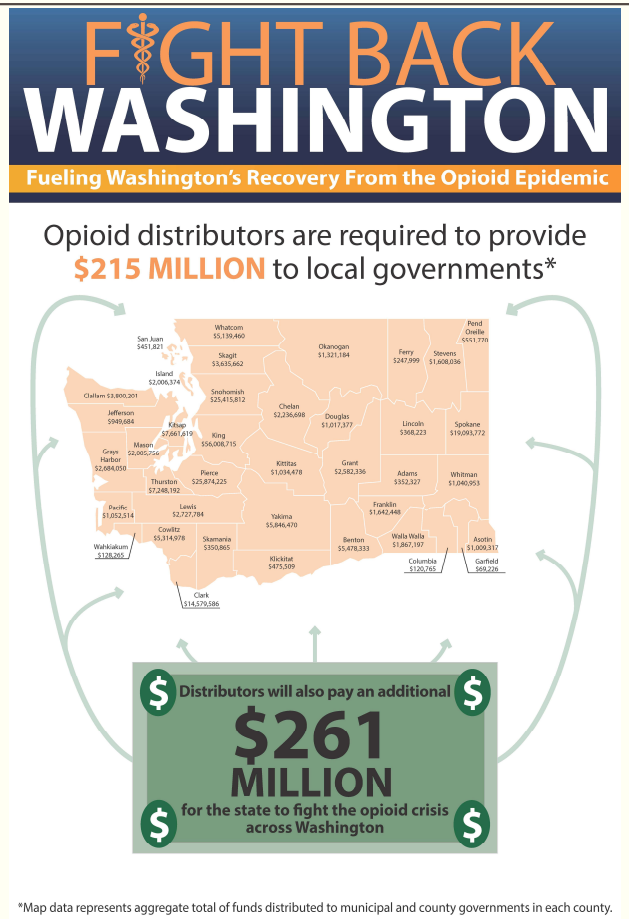
SETTLEMENT #1 - DISTRIBUTORS



- State settled with 3 main distributors for $518 million, with a 50/50 split between state and local jurisdictions
- All 37 local plaintiffs plus 88 additional local governments with populations over 10,000 joined settlement
- One Washington MOU governed
- $215 million over 17 years to local agencies
- Anacortes has received a total of $43,008.09 for the first three years (2021, 2022, and 2023) by direct wire transfer

SETTLEMENT #2 - PHARMACIES

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- State settled with 3 main pharmacies and 2 manufacturers for $217 million.
- Negotiated by State Attorney General Bob Ferguson's Office with:
  - Walmart (pharmacy)
  - CVS (pharmacy)
  - Walgreens (pharmacy)
  - Teva (manufacturer)
  - Allergan (manufacturer)
- One Washington MOU governed
- $217 million over 15 years to local agencies
- Anacortes received $75,175.52 in 2023 by direct wire transfer

NEWLY PROPOSED SETTLEMENT - KROGER

- New settlement similar to the Walmart/CVS/Walgreens settlement
- Negotiated by State Attorney General Bob Ferguson's Office with Kroger Co. (pharmacy)
- Up to $47.5 million over 11 years (if all local agencies join)
- 50/50 split between state and local jurisdictions
- Use and allocation of funds governed by the One Washington MOU
- Anacortes could receive $42,155 over 11 years

BANKRUPTCIES

- City is represented by Keller Rohrback in bankruptcy proceedings:
  - Insys (Distributor)
  - Purdue (Distributor) (awaiting decision in the US Supreme Court)
  - Mallinckrodt (Distributor)
  - Endo (Distributor)
  - Rite Aid (Pharmacy)
- Receipt of funds is uncertain

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OPIOID SETTLEMENT ESTIMATED ANNUAL PAYMENTS

Anacortes, Washington

Allocation from Ex. B to Washington MOU (0.177% of LG Share)

Year	Distributor	Janssen	Allergan	Teva*	WalMart	CVS	Walgreens	Total
2021	$13,865.07	--	--	--	--	--	--	$13,865.07
2022	$14,571.51	--	--	--	--	--	--	$14,571.51
2023	$14,571.51	--	$5,395.69	$4,869.07	$47,275.19	$6,008.49	$11,627.08	$89,747.03
2024	$26,265.86	$97,750.07	$5,445.02	$4,954.87	--	$4,807.26	--	$139,223.08
2025	$18,238.31	--	$5,445.02	$4,954.87	--	$9,523.25	$4,676.04	$42,837.49
2026	$18,238.31	--	$5,445.02	$4,954.87	--	$9,627.97	$4,676.04	$42,942.21
2027	$6,948.80	--	$6,271.13	$4,954.87	--	$9,627.97	$4,676.04	$32,478.81
2028	$24,466.43	--	$6,271.13	$4,954.87	--	$11,105.26	$4,763.92	$51,561.62
2029	$25,235.83	--	$6,271.13	$5,668.06	--	$10,550.43	$5,163.17	$52,888.62
2030	$25,235.83	--	--	$5,668.06	--	$9,995.61	$8,177.69	$49,077.20
2031	$21,213.26	--	--	$5,668.06	--	$9,986.81	$8,177.69	$45,045.82
2032	$21,213.26	--	--	$5,668.06	--	$9,986.81	$8,177.69	$45,045.82
2033	$21,213.26	--	--	$5,668.06	--	--	$8,177.69	$35,059.02
2034	$21,213.26	--	--	$5,668.06	--	--	$8,177.69	$35,059.02
2035	$21,213.26	--	--	$5,668.06	--	--	$8,177.69	$35,059.02
2036	$21,213.26	--	--	--	--	--	$16,355.39	$37,568.65
2037	$21,213.26	--	--	--	--	--	--	$21,213.26
2038	$21,213.26	--	--	--	--	--	--	$21,213.26
Total:	$357,343.56	$97,750.07	$40,544.13	$69,319.87	$47,275.19	$91,219.84	$101,003.83	**$804,456.50**

Based on current estimates of Settlement Payments and Washington Backstop withholding requirements as of 6/1/24

* Teva amounts do not include value of Settlement Product

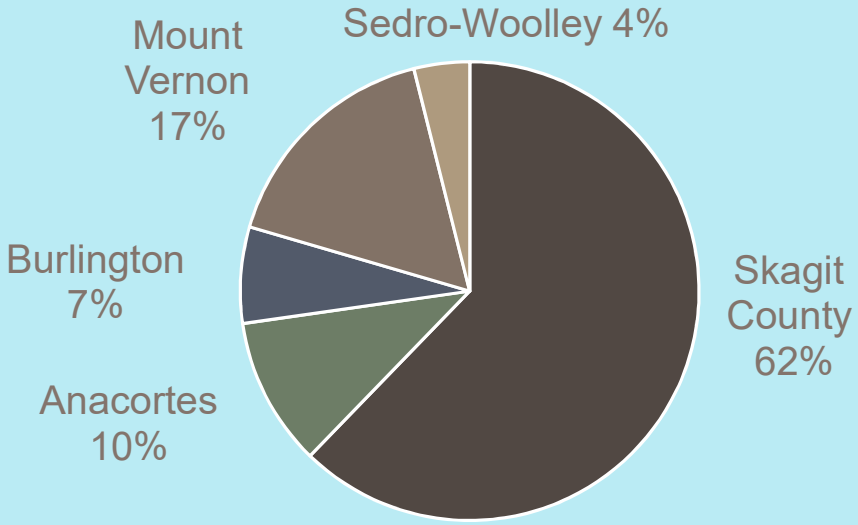
OPIATE SETTLEMENT COLLABORATION OPPORTUNITIES

George Kosovich – Skagit County Public Health

Opiate Settlement Collaboration Opportunities

- Interest in coordination, but jurisdictions work at own pace, maintain spending authority

<u>Jurisdiction Funding Breakdown</u>



Opiate Settlement Collaboration Opportunities

- Needs/Gaps discussed:
  - Detox Bridge Housing: contract with service provider for dedicated beds and compensate detox for longer stays than insurance covers
  - Additional Recovery Houses: annual rental subsidy for a shared house
  - Recovery Support Services: flexible funding to support individuals in recovery, including education, transportation, dental restoration, etc.
  - Prevention coalitions: flexible funding for coalitions, schools to use for prevention work in their communities

North Star Behavioral Health Priority Areas

- Expand Crisis/Co-Response*
- Crisis Stabilization*
- Recovery Support Services*
- Housing for people experiencing severe mental illness, substance use disorders*, and co-occurring disorders*
- Prevention, with a focus on youth*
- Julota
- North Star sustainability

**Also an opportunity to use opioid settlement funding*

QUESTIONS?

City Council Agenda Bill

Meeting Date: June 17, 2024 **Agenda Item:** 7.c.

Agenda Item Title: Ordinance 4082: Transportation Improvement Plan

Staff Contact(s): Andrew Rheaume

Approved for Submittal to Council by	**Action Type**
GREG FRANCIOCH Andrew Rheaume STEVE HOGLUND DARCY SWETNAM	Ordinance

Item Summary: The six-year Transportation Improvement Program (TIP) is a short-range planning document that is annually updated based on needs and policies identified in the 2016 Anacortes Comprehensive Plan Transportation Element and the current Capital Facilities Plan. The TIP is required to be updated annually by July 1st (RCW 35.77.010) through a public hearing and City Council approval. It represents Anacortes' current complete list of needed projects and programs for the next six years. The document also identifies secured or reasonably expected revenues and expenditures for each of the projects included in the TIP. Typically, projects listed in the first three years of the document are shown as having secured funding while projects in the last three years can be partially or completely unfunded.

Budget Impact:
None, the budget authorization for transportation projects and capital transportation programs is the Capital Facilities Plan.

Previous Action: The last City of Anacortes Transportation Improvement Plan was passed by Ordinance 3008. At the June 10, 2024 regular meeting, City Council held a public hearing on the 2025-2030 City of Anacortes Transportation Improvement Plan.

Recommended Motion: Move to approve ordinance 4082 adopting the 2025-2030 City of Anacortes Transportation Improvement Plan

Alternative Actions: Continue the consideration of Ordinance 4082 to a date certain, June 24th (last City Council meeting to approve before July 1 deadline).

Attachments (listed in order presented):

1. Six-Year (2025-2030) Transportation Improvement Plan (TIP)

ORDINANCE NO. 4082

AN ORDINANCE APPROVING THE SIX-YEAR (2025-2030) ANACORTES TRANSPORTATION IMPROVEMENT PLAN (TIP)

WHEREAS, pursuant to RCW 35.77 the City of Anacortes must approve a Six-year Transportation Improvement Plan (TIP) by July 1 of every year; and

WHEREAS, the City's TIP will be used to inform Skagit Council of Governments Regional Transportation Improvement Plan which then informs the State of Washington Transportation Improvement Plan; and

WHEREAS, pursuant to RCW 35.77.010 a public hearing on the City's TIP has been held; and

WHEREAS, the adoption of the TIP is a procedural action and containing no substantive standards respecting use or modification of the environment and is categorically exempt from environmental review under terms of WAC 197-11-800(19).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, DOES HEREBY ORDAIN that the attached 2025-2030 Anacortes Transportation Improvement Plan be the official 6-year plan for transportation related projects in Anacortes.

EFFECTIVE DATE. This Ordinance shall take effect from and after five (5) days after its passage and publication as required by law.

PASSED AND APPROVED this _____ day of _____, 2024.

CITY OF ANACORTES:

_____
Matt Miller, Mayor

_____
Attest:

_____
Steve Hoglund, City Clerk-Treasurer

Approved as to Form:

Darcy Swetnam, City Attorney

City of Anacortes Six-Year (2025-2030) Transportation Improvement Plan (TIP)

Project Summaries:

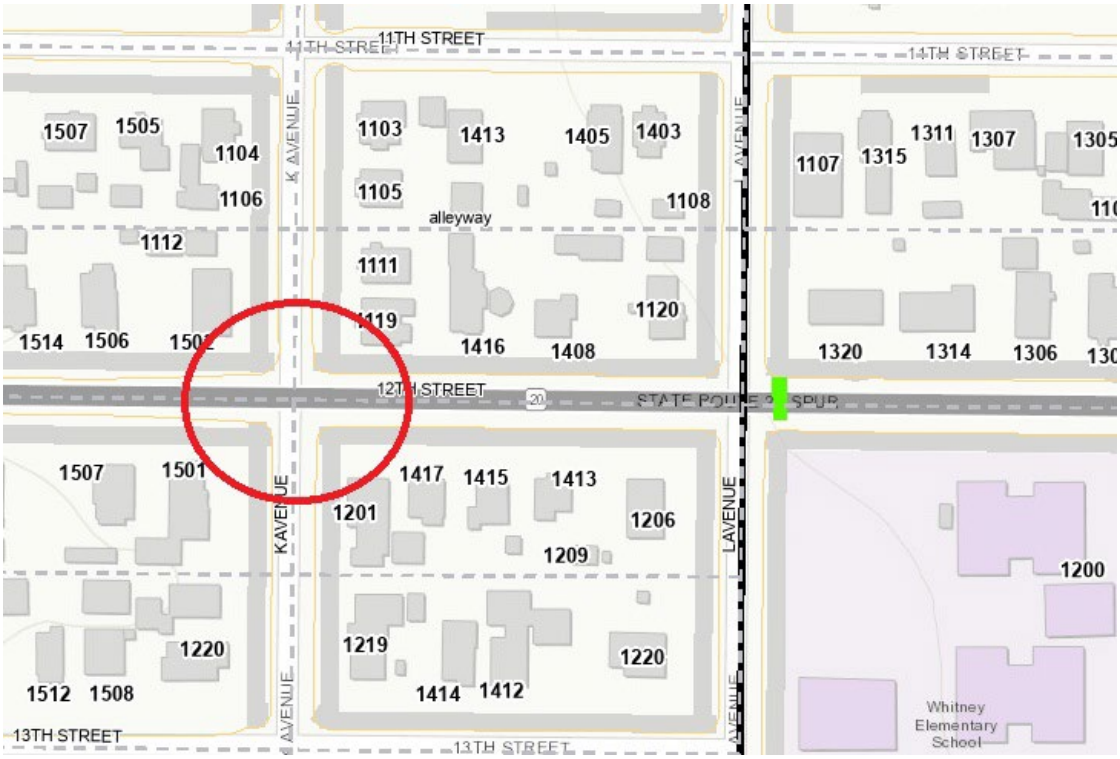
Project name: 12th St. and K Ave. Intersection

TIP #: #1

Description: The City's 2016 Comprehensive Plan identifies this intersection delay as LOS D in 2015 and dropping to a LOS F in 2036. Capacity improvements options include signal, roundabout, right-in-right-out, or westbound acceleration lane.

Funding range: 2028-2029

Cost: $2,500,000



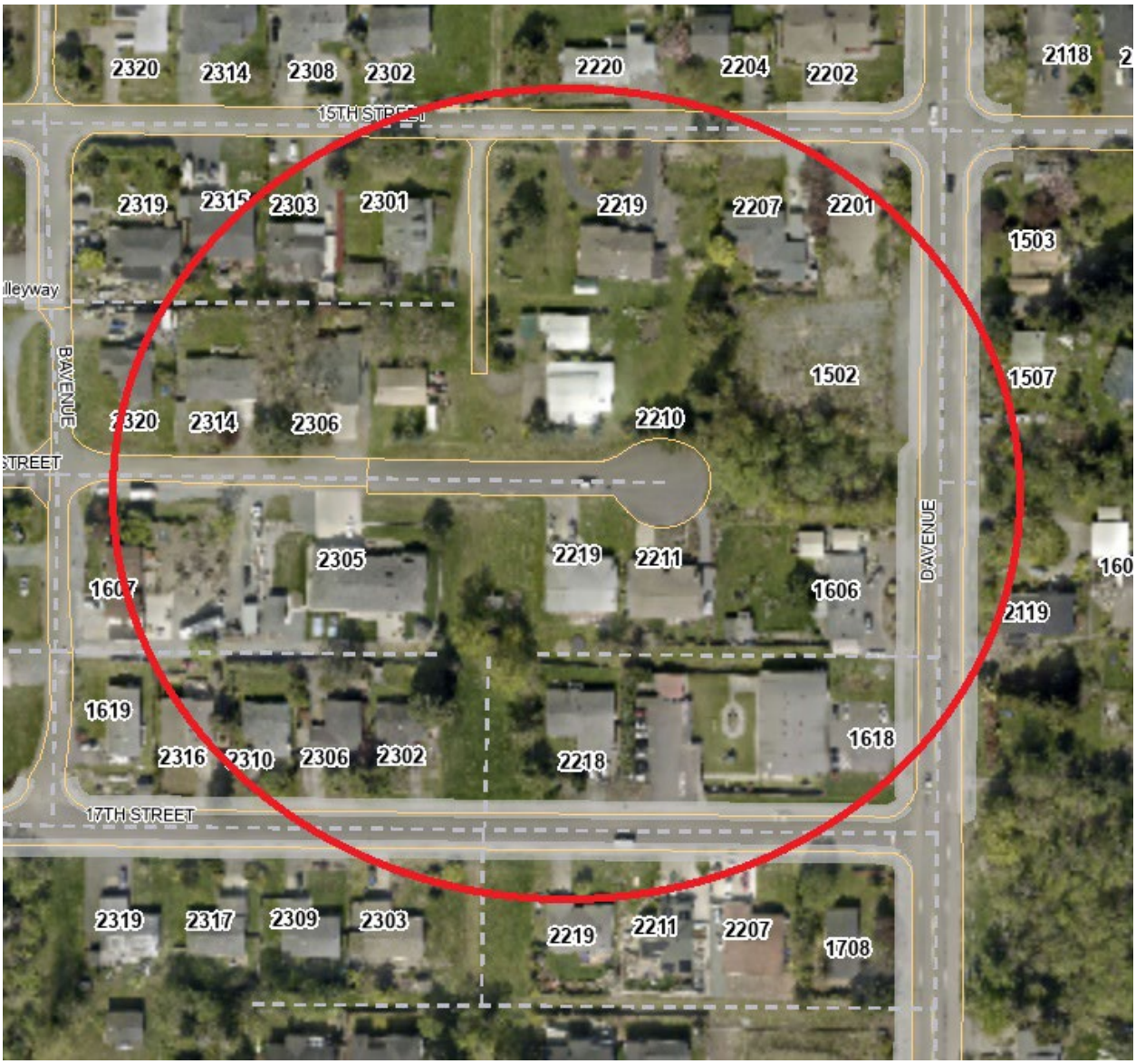
Project name: 16th St. Improvements

TIP #: #2

Description: In coordination with the Samish Indian Nation Early Learning Center, improvements will occur in the right-of-way on D Ave., 16th St. and C Ave. Transportation related improvements include but are not limited to traffic circles for traffic calming, traffic curb and gutter, sidewalks, driveway entrances, curb ramps, paint striping and markings, rectangular rapid flashing beacons, signs, and asphalt pavement. Work will occur on D Ave. 15th St.-16th St., D Ave 16th St.-17th St., and 16th St. C Ave.-D Ave.

Funding range: 2025

Cost: $2,300,000



Project name: Fidalgo Bay Road Reconstruction

TIP #: #3

Description: The Samish Indian Nation is interested pursuing grant funding the reconstruct Fidalgo Bay Road to improve access to their Nation's main economic resource. Inclusion of this project on the City's Transportation Plan will help to facilitate grant acquisition.

Funding range: 2025-2027

Cost: $9,500,000

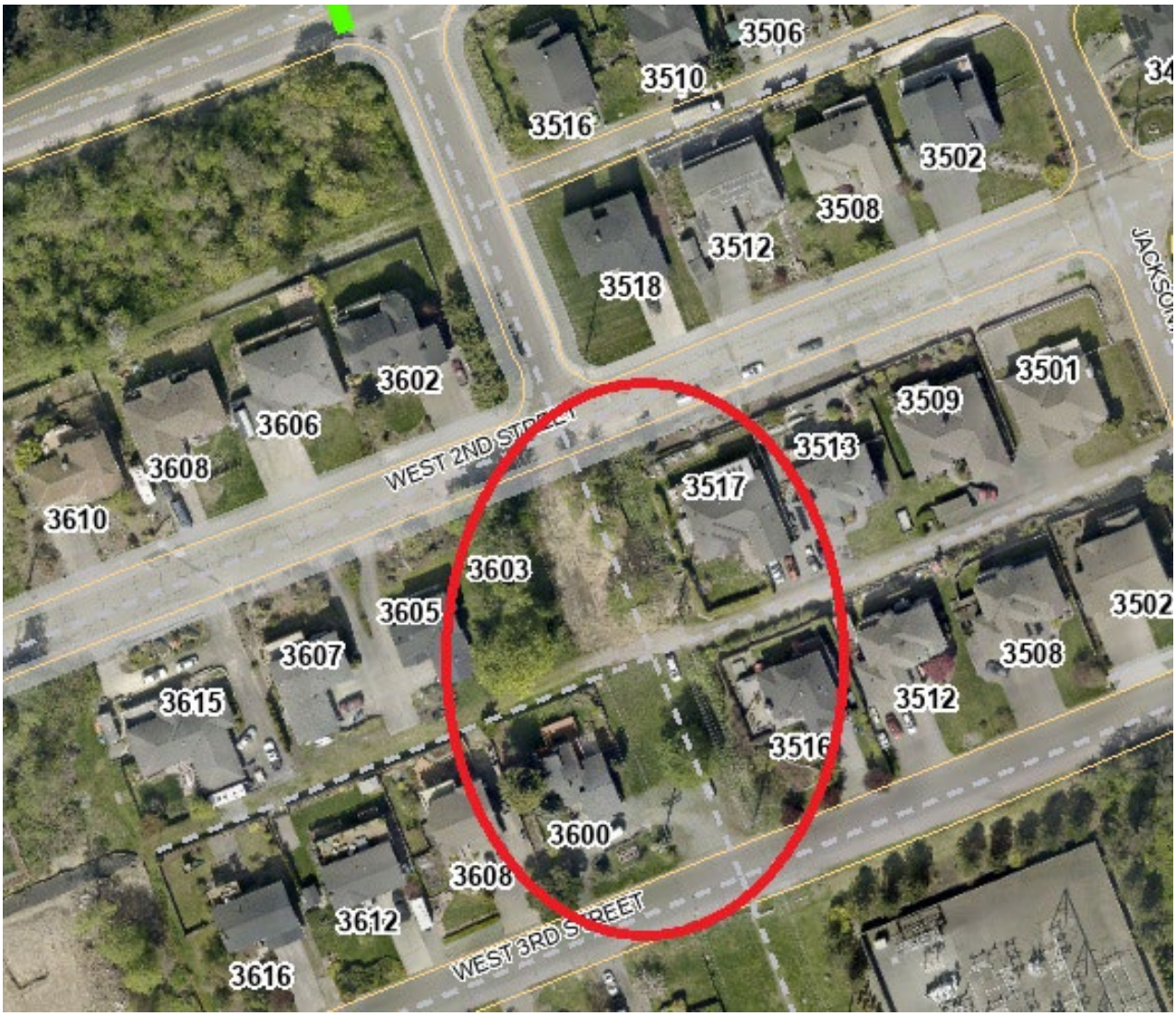
Project name: Kansas Ave.

TIP #: #4

Description: Complete roadway construction for Kansas Avenue from West 3rd Street to West 2nd Street. Improved street network and pedestrian safety adding direct route to the arterial/collector network.

Funding range: 2026-2027

Cost: $550,000



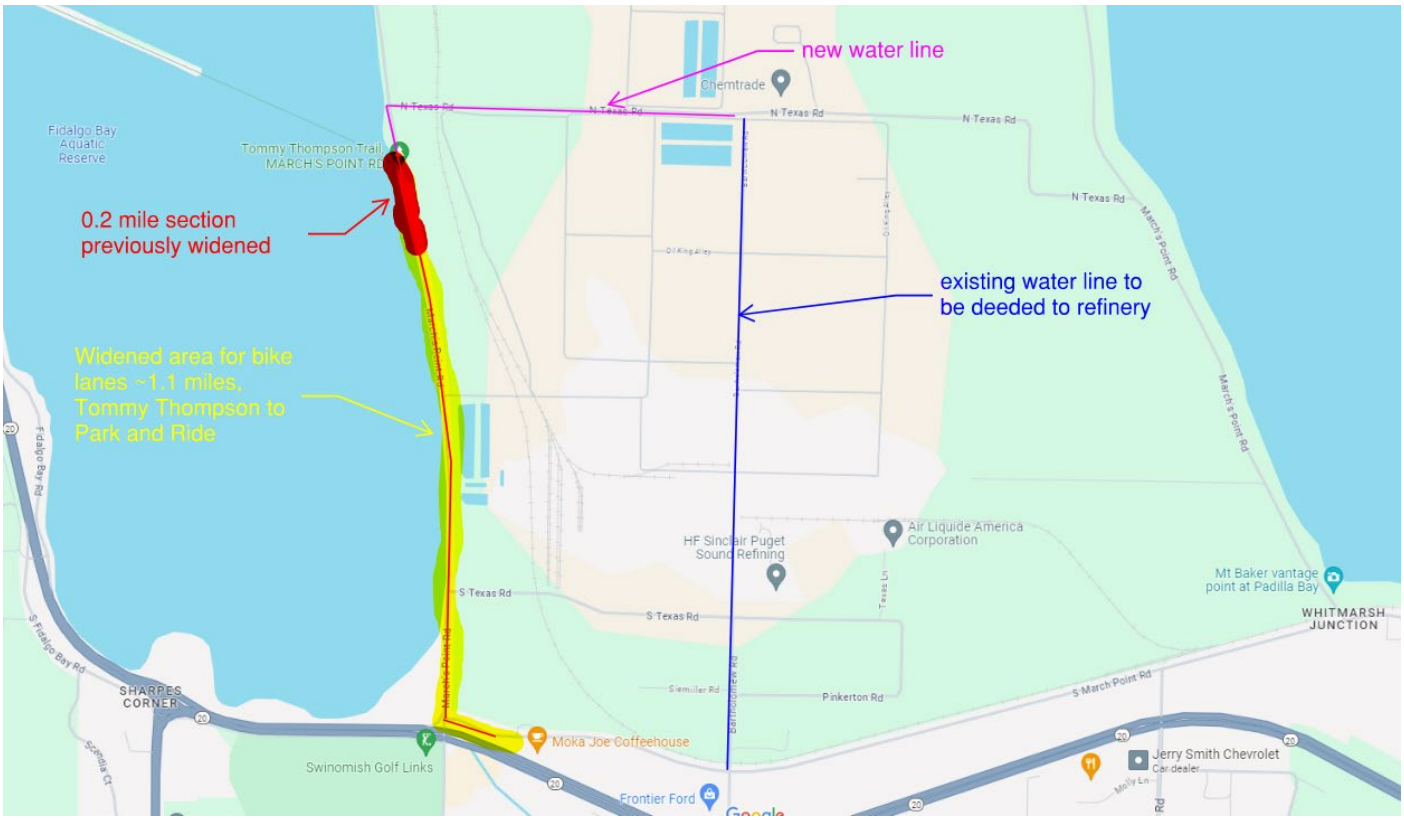
Project name: March Point Road - Trestle – Park & Ride - Trail

TIP #: #5

Description: In conjunction with a waterline replacement project, the City will construct bike lanes along both sides of West March's Point Road and South March's Point Road connecting the Tommy Thompson Trail to the South March's Point Park & Ride; a distance of approximately 1.1-miles. The project includes Connecting Washington grant funds to be administered through WSDOT Local Programs.

Funding range: 2025

Cost: $250,000



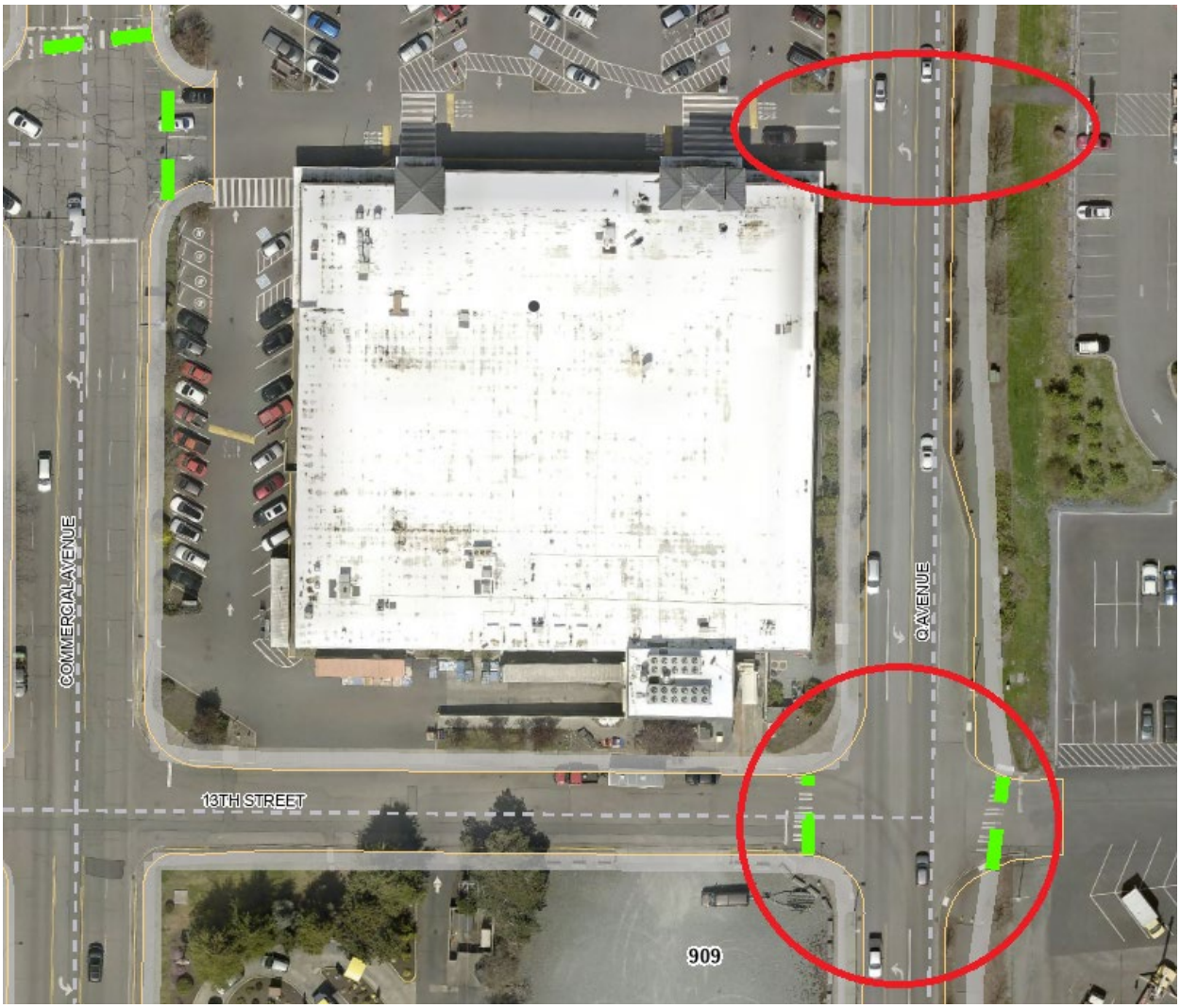
Project name: Q Ave. Pedestrian Improvements

TIP #: #6

Description: Intersection improvements at 13th and Q Ave and mid-block crossing at Safeway driveway to Port of Anacortes parking lot.

Funding range: 2025

Cost: $458,000



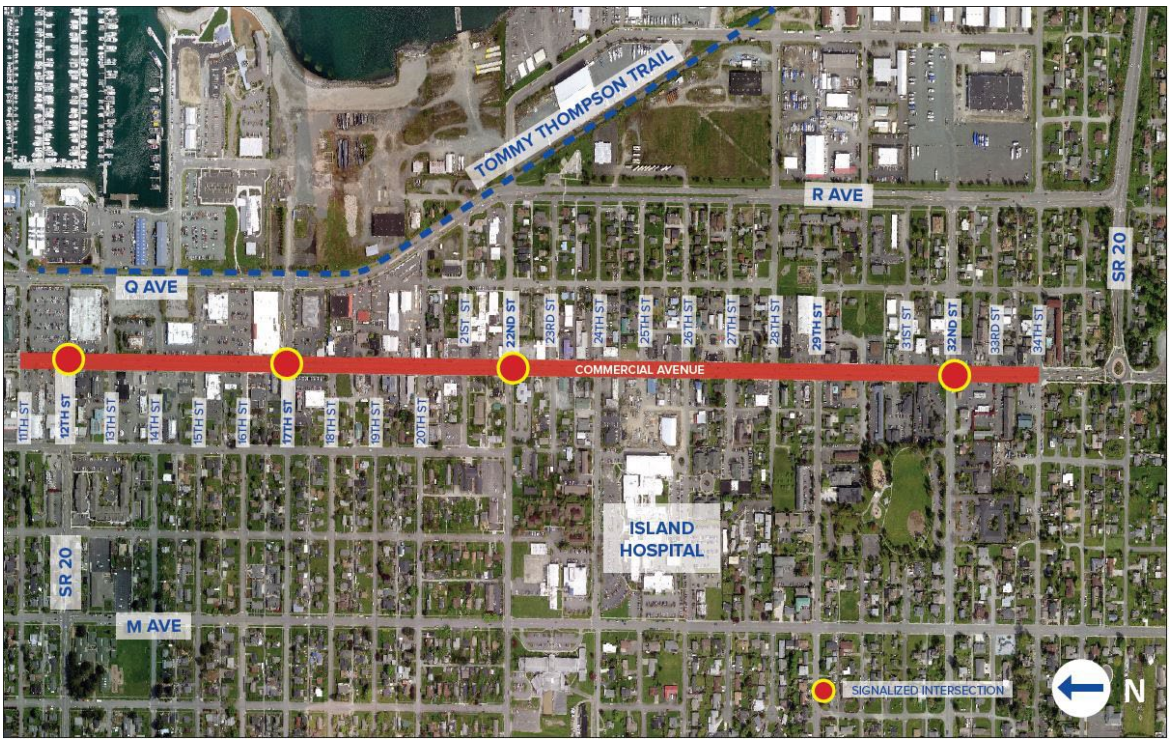
Project name: South Commercial Phase II-V - 14th to 34th

TIP #: #7

Description: Implements Comp. Plan Policy LU-7.2 relating to enhancing and promoting non-motorized access on South Commercial Ave, and Transportation element policies prioritizing pedestrian and bicycle travel modes in planning and budgeting decisions.

Funding range: 2026-2029

Cost: $63,400,000



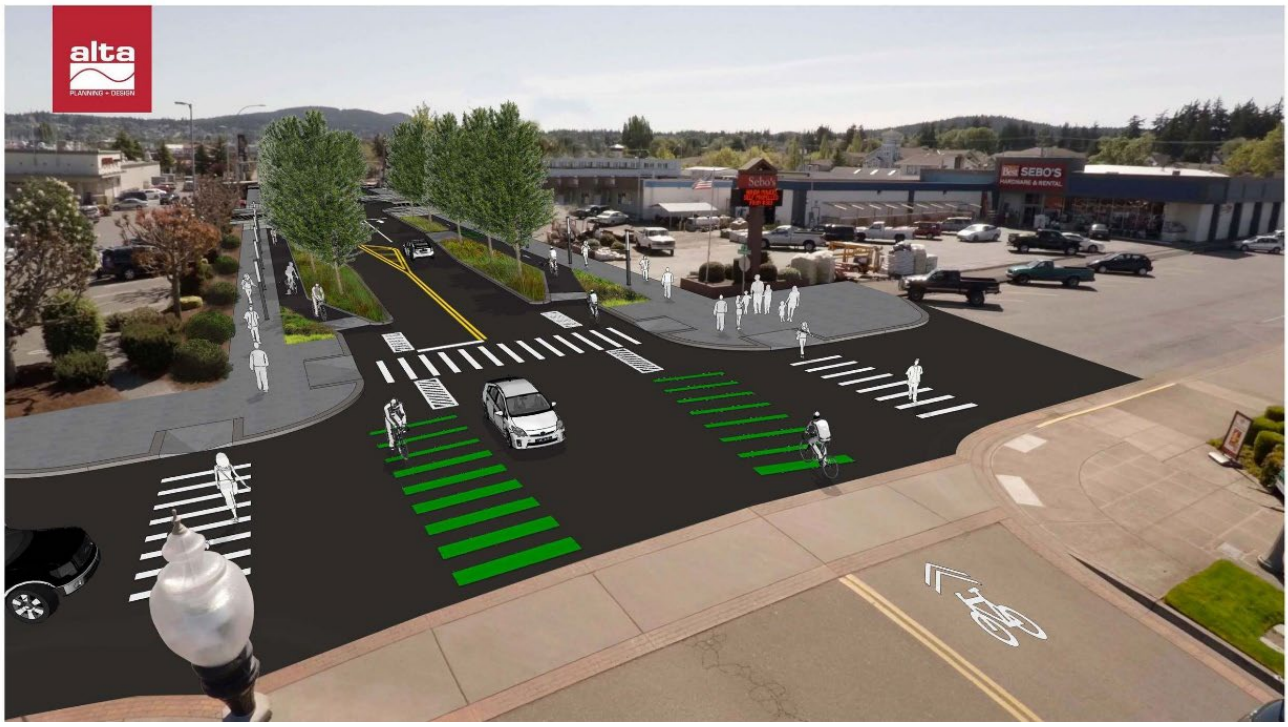
Project name: South Commercial Phase I - 11th to 13th

TIP #: #8

Description: Implements Comp. Plan Policy LU-7.2 relating to enhancing and promoting non-motorized access on South Commercial Ave, and Transportation element policies prioritizing pedestrian and bicycle travel modes in planning and budgeting decisions.

Funding range: 2025

Cost: $5,000,000



Project name: South March Point Road Reconstruction

TIP #: #9

Description: Reconstruction of South March Point Road to enhance the high-volume use road. Project will include 10-foot-wide driving lanes, 5-foot bike path, 8-foot multi-modal use path, landscaping, water quality and RRFBs. The Swinomish Indian Tribal Community is constructing a rehab facility in the area that is changing the feel of the LM1 road design. In order to reduce speeds in this area, the roadway needs to feel different than an LM1 roadway.

Funding range: 2027

Cost: $2,550,000

Project name: SR20 Spur (Oakes Ave.) Sidewalk Improvements

TIP #: #10

Description: Construction of curb, gutter, and sidewalk on Oakes Avenue.

Funding range: 2026

Cost: $1,000,000’

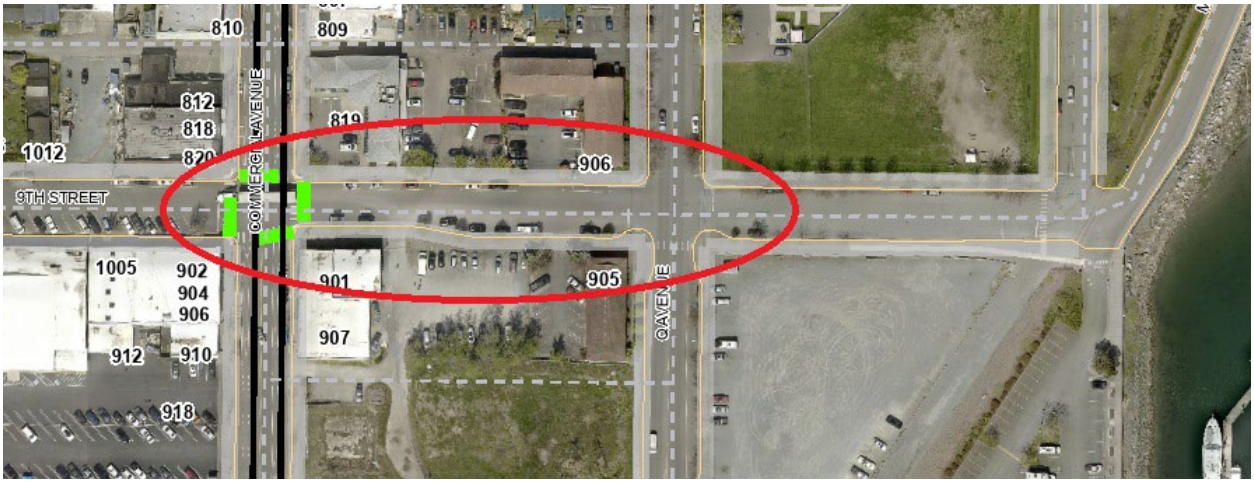
Project name: Pedestrian Link Between Downtown and Marina (9th St. connection with Commercial Ave.)

TIP #: #11

Description: Enhance the pedestrian connections between downtown and Fidalgo Bay waterfront. Key considerations: Improve pedestrian crossings on Q/R Avenue near Cap Sante Marina, enhanced streetscape work for the 1 blocks of 9th from commercial to the beginning of the Port projects at 9th and Q designed to make a pleasant pedestrian connection between downtown and the waterfront. This would include landscaping, benches and public art, and would be timed in concert with the Port of Anacortes NW Basic Redevelopment Phase 2.1.

Funding range: 2026

Cost: $500,000



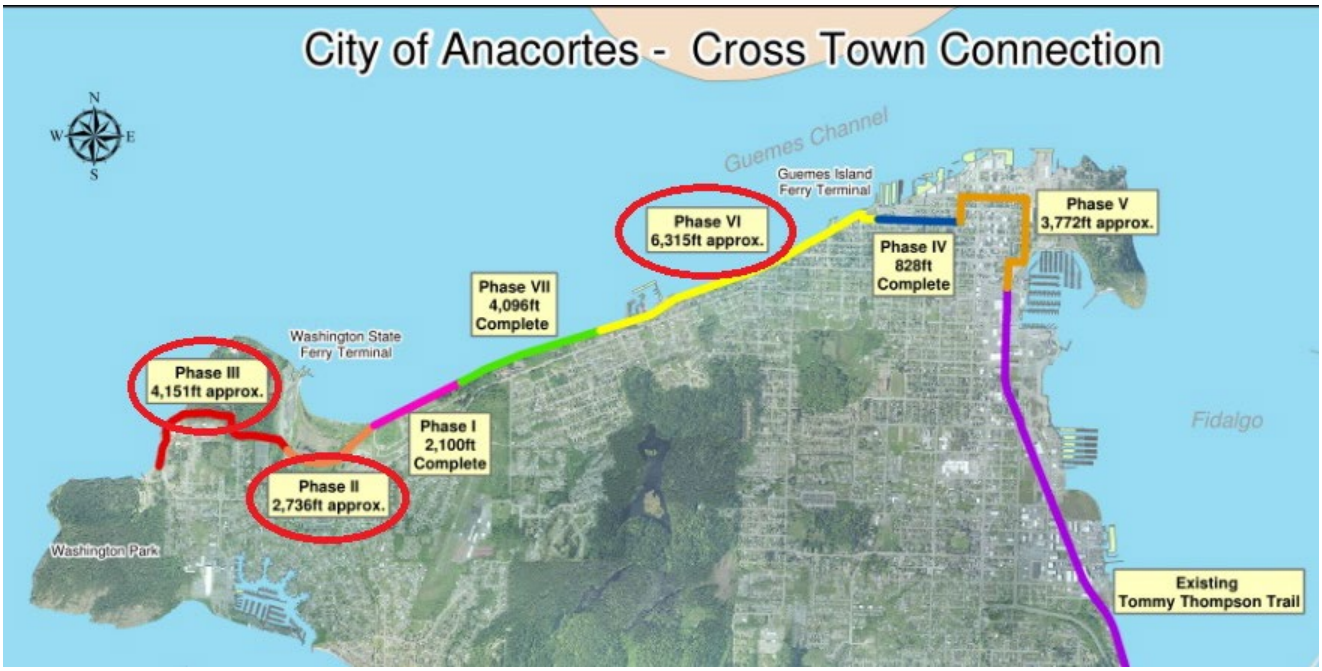
Project name: Guemes Channel Trail Phases II, III, & VI

TIP #: #12

Description: Design and construct a bicycle and pedestrian trail: Phase II - Ferry Terminal Road to Edwards Way | Phase III - Ferry Terminal Road to Washington Park | Phase VI - Hartford Ave. vicinity to 6th St. vicinity.

Funding range: 2027-2030

Cost: $7,500,000



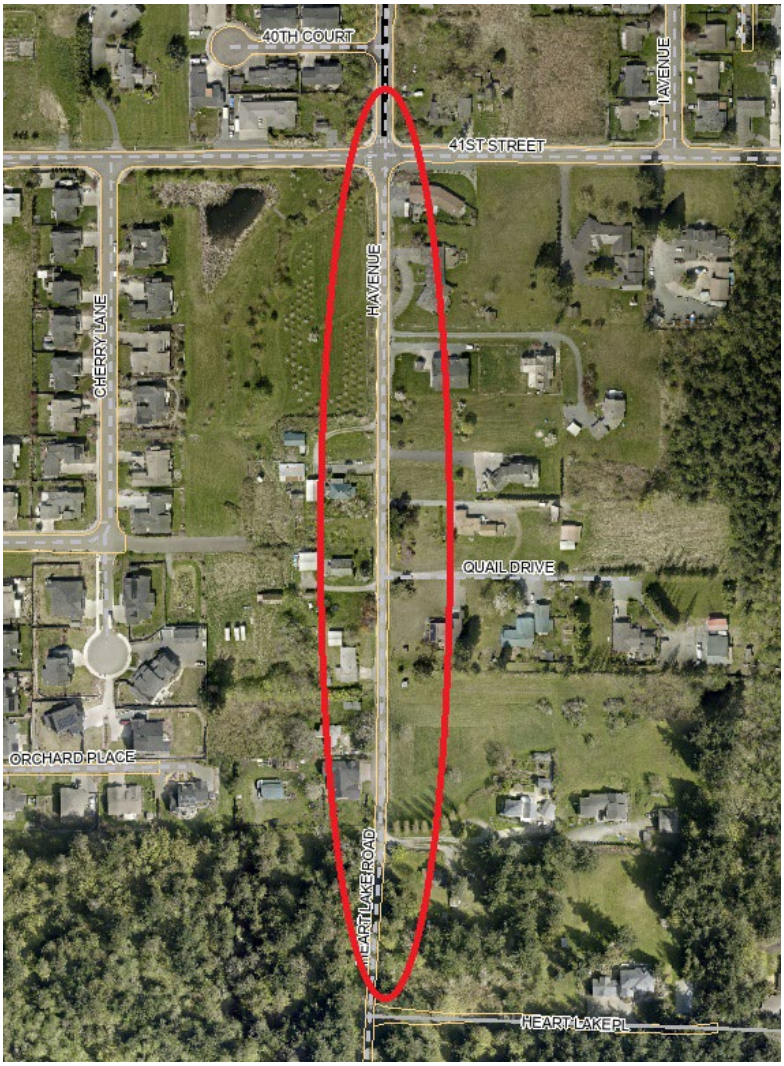
Project name: H Ave. Anacortes Forest Lands (ACFL) Connector Trail

TIP #: #13

Description: Construction of a new shared use path along H Avenue from 41st Street to the trailhead of ACFL Trail #208.

Funding range: 2025

Cost: $250,000



Project name: Shannon Point Trail

TIP #: #14

Description: To build a single-track forest trail connecting Washington Park to the Washington State Ferry Terminal. The route would be primarily located on Western Washington University land and shared by hikers and bicycles.

Funding range: 2025

Cost: $50,000

Program Summaries:

Program name: ADA Ramps Program

TIP #: #15

Description: Modify existing non-compliant ramps and build new ramps. Prioritization of ramps in 2025 and beyond will be based on the new 2024 Public ROW ADA Transition Plan.

Funding range: 2025-2030

Cost: $735,000

Program name: Annual Pavement Management Program

TIP #: #16

Description: A yearly project that provides multiple pavement management methods such as asphalt overlay, slurry seal, chip seal and crack sealing.

Funding range: 2025-2030

Cost: $10,800,000

Program name: Non-Motorized Transportation Improvement Program

TIP #: #17

Description: Various non-motorized transportation improvements to provide extensions of multimodal trail network for both cyclists and pedestrians

Funding range: 2025-2030

Cost: $74,230

Program name: Sidewalks and Trip Hazards Program

TIP #: #18

Description: Pedestrian safety projects to eliminate trip hazards and fill in sidewalk gaps.

Funding range: 2025-2030

Cost: $1,200,000

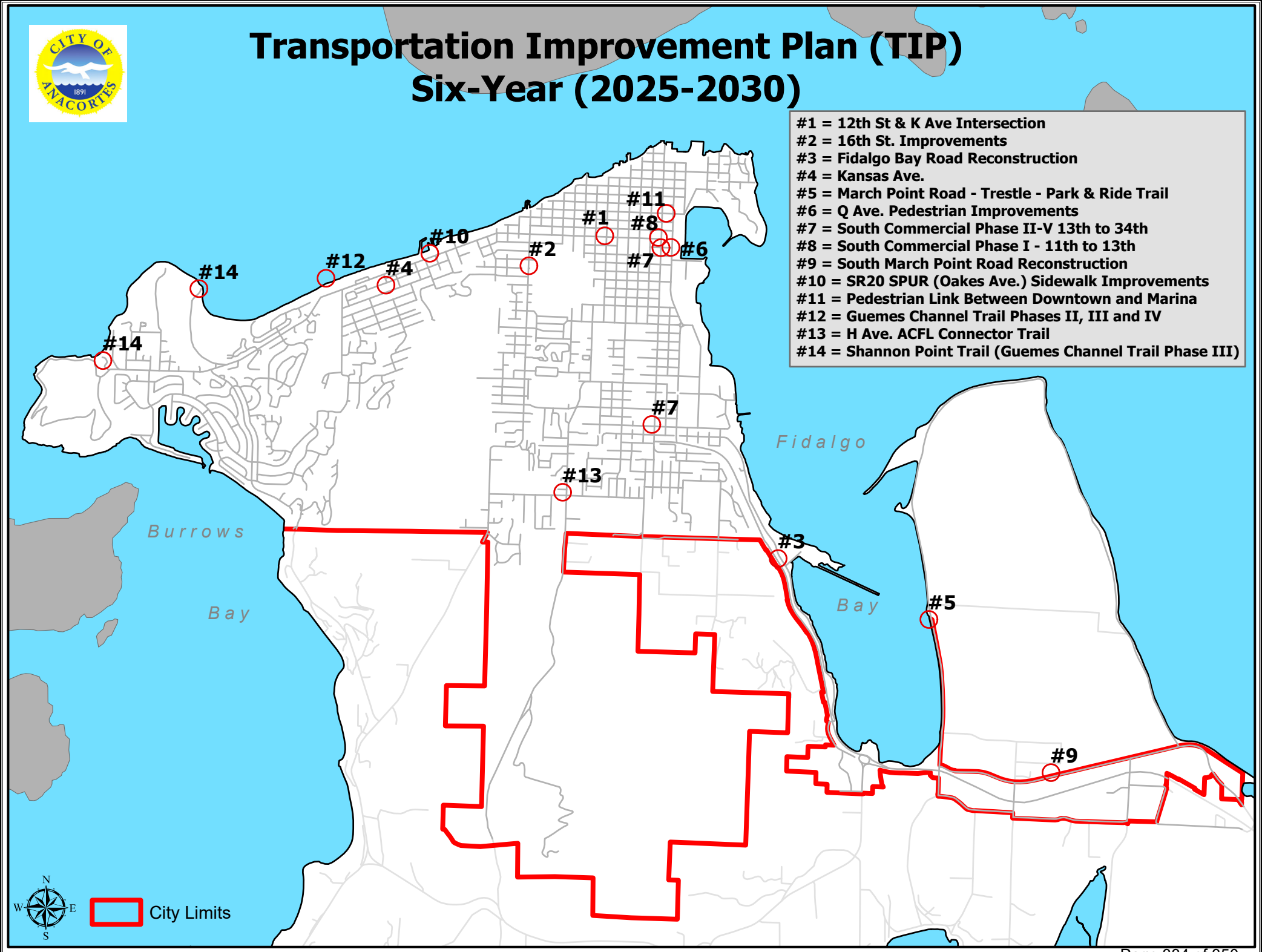
Projects Funding Summaries:

TIP #	Project Name	2025	2026	2027	2028	2029	2030	Project Total	Funding Type: Federal	State	Tribal	Local	Unknown
#1	12th St. and K Ave. Intersection	$ -	$ -	$ -	$ 260,000	$ 2,240,000	$ -	$ 2,500,000				X	X
#2	16th St. Improvements	$ 2,300,000	$ -	$ -	$ -	$ -	$ -	$ 2,300,000			X		
#3	Fidalgo Bay Road Reconstruction	$ 1,000,000	$ -	$ 8,500,000	$ -	$ -	$ -	$ 9,500,000		X	X		
#4	Kansas Ave.	$ -	$ 50,000	$ 500,000	$ -	$ -	$ -	$ 550,000				X	
#5	March Point Road - Trestle - P&R - Trail	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ 250,000	X				
#6	Q Ave. Pedestrian Improvements	$ 458,000	$ -	$ -	$ -	$ -	$ -	$ 458,000		X		X	
#7	South Commercial Phase II-V - 13th to 34th	$ 3,400,000	$ 6,000,000	$ 18,000,000	$ 18,000,000	$ 18,000,000	$ -	$ 63,400,000		X		X	X
#8	South Commercial Phase I - 11th to 13th	$ 5,000,000	$ -	$ -	$ -	$ -	$ -	$ 5,000,000	X	X		X	
#9	South March Point Road Reconstruction	$ -	$ -	$ 2,550,000	$ -	$ -	$ -	$ 2,550,000	X			X	X
#10	SR20 Spur (Oakes Ave.) Sidewalk Improvements	$ -	$ 1,000,000	$ -	$ -	$ -	$ -	$ 1,000,000				X	X
#11	Pedestrian Link Between Downtown and Marina	$ -	$ 500,000	$ -	$ -	$ -	$ -	$ 500,000				X	X
#12	Guemes Channel Trail Phases II, III, and IV	$ -	$ -	$ 328,000	$ -	$ 3,172,000	$ 4,000,000	$ 7,500,000		X		X	X
#13	H Ave. ACFL Connector Trail	$ 250,000	$ -	$ -	$ -	$ -	$ -	$ 250,000		X		X	
#14	Shannon Point Trail (Guemes Channel Trail Phase III)	$ 50,000	$ -	$ -	$ -	$ -	$ -	$ 50,000	X			X	
	Investment total per year	**$ 12,708,000**	**$ 7,550,000**	**$ 29,878,000**	**$ 18,260,000**	**$ 23,412,000**	**$ 4,000,000**						

Programs Funding Summaries:

TIP #	Program Name	2025	2026	2027	2028	2029	2030		Six Year Total	Local Funds
#15	ADA Ramps Program	$ 115,000	$ 120,000	$ 125,000	$ 130,000	$ 135,000	$ 140,000		$ 735,000	X
#16	Annual Pavement Management Program	$ 1,800,000	$ 1,800,000	$ 1,800,000	$ 1,800,000	$ 1,800,000	$ 1,800,000		$ 10,800,000	X
#17	Non-Motorized Improvement Program	$ 11,500	$ 12,000	$ 12,600	$ 13,230	$ 13,900	$ 14,500		$ 74,230	X
#18	Sidewalk Trip Hazards Program	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000		$ 1,200,000	X
	Investment total per year	**$ 2,126,500**	**$ 2,132,000**	**$ 2,137,600**	**$ 2,143,230**	**$ 2,148,900**	**$ 2,154,500**	**$ -**	**$ 12,809,230**	

Transportation Improvement Plan (TIP)
Six-Year (2025-2030)



City Council Agenda Bill

Meeting Date: June 17, 2024 **Agenda Item:** 7.d.

Agenda Item Title: Contract Award: Generators Replacement Project #24-151-ERR-001

Staff Contact(s): Andrew Rheaume

Approved for Submittal to Council by	**Action Type**
TIFFANY MATSON	Contract Award
Andrew Rheaume	

Item Summary: City staff seek City Council consent to award a contract in the amount of $282,880.00 to VECA Electric & Technologies LLC to perform the Generators Replacement Project. The project provides for the labor, miscellaneous materials, and equipment to remove and install three City-provided stationary generators at the following sewer pump stations in Anacortes:

a. 5918 Cabana way
b. 2100 Ferry Terminal rd.
c. 1200 B Ave.

Background:

1. History: Our standby generators are on a 25-year replacement schedule. These 3 generators are all 32 years old, so they have served well beyond their lifecycle. At 20-25 years, parts availability starts to get harder as parts become obsolete. These 3 units were procured through a cooperative purchasing agreement, Sourcewell Contract #092222-CMM, and ordered on separate contracts with Cummins sales and service last year. This contract is for the removal of the old units, rewiring, prepping the buildings and installing the new units, automatic transfer switches and manual transfer switches. These 3 generators are located indoors inside sewer lift station buildings, making the jobs a little more involved. The old machines will be surplus, and the funds will go back in to the replacement fund. The new machines will be put into the replacement fund as well.
2. Key Terms:
    - Contract is for a fixed price of $282,880.00.

- All physical construction activities shall reach substantial completion within 60 calendar days from the Notice to Proceed issue date given by the City.

3. Competitive Bidding: On May 22, 2024 the City solicited bids for the subject project and on June 4, 2024, a bid opening was conducted, and 1 bid was received. VECA Electric & Technologies LLC was determined to be the lowest responsible bidder. Bid results are provided as an attachment hereto.

Budget Impact:

Contractor	VECA Electric & Technologies LLC
Contract Amount	$282,880.00
Earmarked Funds	$575,000.00
BARS #	501.790.594.48.60
Budget Amendment Required?	No
Start Date	Notice to Proceed
End Date	60 calendar days

Previous Action: Cummins, Inc. contracts 23-258-ERR-001, 23-260-ERR-001, and 23-261-ERR-001 for the purchase of the generators were approved at the 9/18/23 Council meeting.

Recommended Motion: I move that City Council authorize the Mayor to sign contract 24-151-ERR-001 with VECA Electric & Technologies LLC in the amount of $282,880.00 to perform the Generator Replacement Project.

Alternative Actions: Not award the contract.

Attachments (listed in order presented):

1. Bid Tabulation
2. 24-151-ERR-001

CITY OF ANACORTES
WASHINGTON

BID TABULATION - BID DATE 6/4/24

Generator Replacement Project #24-151-ERR-001		VECA Electric & Technologies, LLC	
ITEM	DESCRIPTION	COST	
1	Generator Replacement Project as detailed in the Invitation to Bid #24-151-ERR-001		$260,000.00
		Subtotal:	$ 260,000.00
		8.8% Sales Tax:	$ 22,880.00
		TOTAL BID:	$ 282,880.00

CONTRACT #24-151-ERR-001
Between
THE CITY OF ANACORTES
AND
VECA ELECTRIC & TECHNOLOGIES LLC

GENERATOR REPLACEMENT PROJECT

This Contract is between the City of Anacortes, Washington, a Municipal Corporation (herein after referred to as "City") and VECA Electric & Technologies LLC a private company at 3950 Hammer Drive, Suite 109, Bellingham, WA 98226 (herein after referred to as "Contractor").

1. **Scope of Work**. Contractor shall furnish all materials, equipment and labor perform the subject project in accordance with and as described in the City of Anacortes Invitation to Bid entitled "Generator Replacement Project" #24-151-ERR-001", which is hereby incorporated by reference and made a part hereof.

2. **Price and Payment Terms.** The Total Contract Price is **Two Hundred Eighty-Two Thousand Eight Hundred Eighty Dollars ($282,880.00)**, which includes $22,880.00 in 8.8% sales tax. The Contractor's bid schedule is incorporated by reference and attached hereto as Exhibit A.

3. **Time of Completion**. All physical construction activities shall reach substantial completion within 60 calendar days from the Notice to Proceed issue date given by the City.

4. **Project Management**. Coordination and scheduling of the work, materials, and equipment shall be made with the Project Manager WiL Ludemann (360) 360-293-1921.

5. **Contract Requirements:** As detailed in the General Provisions, Contractor must have a valid contractor license number, insurance, and City of Anacortes business license. **Prevailing Wage Law Applies**. Forms Needed: 1) Proof of Insurance with Additional Insured Endorsements; 2) Intent to Pay Prevailing Wage; 3) Affidavit of Wages Paid; 4) Performance Bond; 5) Payment Bond; 6) Certification of Compliance with Wage Payment Statutes.

6. **Contract Documents:** The attached General Provisions, referenced Invitation to Bid, and Exhibit A are included in this Contract Agreement.

The parties acknowledge that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto, in respect of all covenants, agreements, and obligations contained in the Contract Documents. Each of the persons signing below on behalf of any party hereby represents and warrants that they are signing with full and complete authority to bind the party on whose behalf of whom they are signing, to each and every term of this Agreement.

Owner:	**Contractor:**
City of Anacortes	VECA Electric & Technologies LLC
_____	_____
Mayor	
_____	_____
Date	Date
	_____
	Contractor License #

1. WASHINGTON STATE PREVAILING WAGES: Washington State Prevailing Wages apply to all Work. The Contractor and any of its Subcontractors are required to pay their laborers and mechanics minimum wage in compliance with Washington State Prevailing Wage Laws. Before any payment is made by the City of Anacortes of any sums under this contract, the contractor and each subcontractor must provide the City with a copy of the statement of *Intent to Pay Prevailing Wages* approved by the Washington State Department of Labor and Industries (L&I) (*ONE (1) filed per contractor and each subcontractor per contract*). Following contract completion, the City will not release any funds retained, according to the provisions of RCW 60.28.010, until the contractor and each subcontractor has provided the City a copy of the *Affidavit of Wages Paid* approved by L&I (*ONE (1) filed per contractor and each subcontractor per contract*). L&I provides the wage forms. ***All costs associated with such fees shall be included in the Contract price as part of the fixed costs of overhead for this Contract, including any anticipated subcontractor filing fees. Any change in the fee by L&I will not be grounds for revision in the Contract Amount. The City will only pay for the actual cost charged by L&I for the filing of the intent and affidavit.***

For contracts in excess of $10,000, the contractor must post in a conspicuous place at the job site, a copy of the statement of *Intent to Pay Prevailing Wages* approved by L&I and the address and phone number of the Industrial Statistician where complaints or inquires may be made. The City will refer any dispute regarding the prevailing rate of wage to L&I for arbitration.

The State of Washington prevailing wage rates applicable for this public works project, which is located in Skagit County, may be found at the following website address of the Department of Labor and Industries: https://secure.lni.wa.gov/wagelookup/. The prevailing wage schedule in effect for the work under the contract is October 3, 2023. A copy of the applicable prevailing wage rates are also available for viewing at the office of the City, located at 904 6th Street, Anacortes, WA. Upon request, the City will mail a hard copy of the applicable prevailing wages for this project.

At least once a month Contractor must file weekly certified payroll reports online with the Washington Department of Labor and Industries as required by RCW 39.12.120.

2. Performance and Payment Bonds. The City is required by RCW 39.08.010, with limited exceptions, to obtain both a Performance and a Payment bond for each public works project. The City requires separate Performance and Payment bonds for 100% of the contract amount furnished on bond forms standardized by the City Attorney's office. The bonds must meet the following provisions:

- Be for the full amount of the project, including tax.
- Name City of Anacortes as the obligee.
- List the correct Project Name and Project Number.
- Be signed by both the surety (the Attorney in Fact) and the Contractor.
- Be issued by a surety authorized to do business in the State of Washington (listed on the Insurance Commissioners website) and which meets the AM Best Rating required in the Contract Documents. If no requirement exists, a minimum of AM Best Rating A-7 or better will be required.

Release of Bonds - Bonds will not be released until the project has been completed and finally accepted.

Performance Bonds – Performance Bonds will be released at the end of the warranty period or twelve months after the date of final acceptance, whichever is later. The City may at its option release the bond once all the conditions of RCW 39.08.010-1a have been discharged.

Payment Bonds – Payment Bonds will be released either 45 days after final acceptance of the project or upon receipt of releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries, whichever is later. Release is contingent on the fact that no claims against the bond have been filed prior to the 45 day mark. If claims have been filed against the bond, it will not be released until the claims have been resolved.

Exceptions – On projects $150,000 and under, the Contractor can, in lieu of providing a performance and payment bond, request to have the City withhold 10% of monies earned on the project for a period of 30 days after final acceptance of the completed work or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. This exception is dependent on pre-approval by the City Attorney, and the City reserves the right to reject requests to waive the bond requirements.

3. Retainage. Pursuant to RCW Chapter 60.28, a sum of five percent (5%) of the monies earned by the Contractor will be retained. The Contractor may elect to execute a Retainage Bond. The bond must be furnished on a bond form standardized by the City Attorney's office and issued by a surety currently authorized by the State Insurance Commissioner to do business in Washington State. Retainage will be released 45 days after Final Acceptance, provided that the following has occurred:

1. All liens placed against the project have been released.
2. For projects over $35,000, releases from the Washington Department of Revenue, Washington Employment Security Department, and the Washington Department of Labor and Industries have been received.

Note: If the City has approved the Contractor's request to waive the bond requirements, the City will withhold a total of 10% of

the monies earned for a period of 30 days after Final Acceptance of the completed work, or until receipt of all necessary releases from the Washington Department of Revenue, Washington Employment Securities Department, and the Washington Department of Labor and Industries, and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

4. Final Acceptance. Final Acceptance is defined as the date on which the City accepts the Work as complete, as indicated by notice issued by the City. For the purposes of the retainage statute (RCW 60.28.011), "completion of all contract work" is the same as the date of Final Acceptance. The following events must occur before the City will issue Final Acceptance:

a. The physical Work on the project must be complete and accepted by the Project Manager; and
b. The Contractor must submit to the City, and secure City approval of, all documentation required by the Contract and required by law, including but not limited to:
    i. Invoices for all Work;
    ii. Copies of the "Affidavit of Prevailing Wages Paid" as approved by L&I for the Contractor and all Subcontractors; and
    iii. Any additional documentation required by the Contract.

5. Penalties for Noncompliance. If Contractor does not provide "Affidavit of Prevailing Wages Paid" to the City, the City may withhold any or all payments until required documentation is received. In addition, failure to provide "Intent to Pay Prevailing Wage" or "Affidavit of Wages Paid" may result in other sanctions as provided by State laws (RCW 39.12.050) and/or Federal regulations (29 CFR 5.12).

6. Subcontracts. The Contractor shall not subcontract the Scope of Work ("Work") unless the Project Manger approves in writing. If the Project Manager requests, the Contractor shall provide proof that the Subcontractor has the experience, ability, and equipment the Work requires. "Subcontractor" means an individual, partnership, firm, corporation, or joint venture who is sublet part of the Contract by the Contractor. Each request to subcontract shall include the following information (i) a description of the supplies or services to be subcontracted, (ii) identification of the type of subcontract to be used (iii) identification of the proposed subcontractor, (iv) proposed subcontract price, (v) identification of the percentage of work to be performed by subcontract. Approval of subcontract shall not:

a. Relieve the Contractor of any responsibility to carry out the Contract,
b. Relieve the Contractor of any obligations or liability under the Contract and the Contractor's bond,
c. Create any contract between the City and the Subcontractor, or
d. Convey to the Subcontractor any rights against the City.

As required by RCW 39.06.020, the Contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification is to include that, at the time of subcontract execution, each subcontractor meets the responsibility criteria listed in RCW 39.04.350(1) and additionally - if applicable - possesses an electrical contractor license or an elevator contractor license. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier. Contractor remains fully responsible for obligations, services, and functions performed by its subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor's employees, and for purposes of the Agreement such work will be deemed work performed by Contractor. The Contractor shall give immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the City.

If dissatisfied with any part of the subcontracted Work, the Project Manager may request in writing that the Subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the Subcontractor for any further Work under the Contract.

7. Job Safety Requirements Compliance. The Contractor, and its subcontractors of any tier, shall comply with all applicable federal, State, local laws, ordinances, and regulations, as may be amended, for the safety of persons or property while performing any work under the Contract and for the handling and disposal of all hazardous wastes. Industry standards and applicable laws and regulations of authorities having jurisdiction include, but are not limited to: the Washington Industrial Safety and Health Act of 1973 (WISHA); the federal Occupational Safety and Health Acts of 1970 (OSHA); the Resource Conservation and Recovery Act; the Washington Hazardous Waste Management Act; the Department of Labor & Industries; Washington Administrative Code (WAC); the Environmental Protection Agency; and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes, The Contractor and its subcontractors of any tier shall also comply with all current and future executive proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State and Office of the Mayor of the City of Anacortes as it may relate to City of Anacortes projects. Contractor further agrees to indemnify and hold harmless City from damages assessed against City because of Contractor's failure to comply with the Acts and the standards issued thereunder.

8. Chemical Hazard Safety

a. **Employer Chemical Hazard Communication Rule:** WAC 296-800-170 requires all employers in Washington State to inform and train their employees on the hazards of chemicals in the workplace or in foreseeable emergencies. For purposes of performance under this Contract, any toxic substance that may be harmful to the end user while being used or stored on City property must:

i. Be properly labeled with the: (1) identity of the hazardous material; (2) appropriate hazardous warnings; and (3) name and address of the chemical manufacturer, importer or responsible party.
ii. Be accompanied by a Safety Data Sheet (SDS) which shall be provided to the City Project Manager, or designee. Copies of the Contractor's SDS inventory shall also be located where chemicals are stored.

b. Contractor shall not introduce or use any new product without the express written permission of the City Project Manager. Contractor shall request permission to use new substances by providing an SDS sheet or label data for all proposed chemicals, and an explanation as to the purpose of the chemical application, method of application, and intended schedule of application. If new products are approved for use, then they shall be:
i. Restricted in their applications so as to meet current and local law;
ii. Mixed and otherwise handled where an accidental spill will not enter surface or ground water and will not contaminate the soil.

c. In any emergency affecting the safety of persons or property, Contractor shall act, at their discretion, to prevent threatened injury, damage, or loss. The City's Project Manager has full authority to stop work they deem a safety risk.

9. Taxes. The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title. The City is exempt from Federal Excise Tax. Where applicable the City shall furnish a Federal Excise Tax Exemption certificate.

10. Invoicing. All invoices shall at a minimum include: Company Name, Invoice Date, Due Date (30 days), Invoice Number, **Agreement Number,** and Price. The Contractor must allow 30 calendar days from receipt of the invoice for payment. ***If requested by the City the Contractor shall provide a cost breakdown of charges.*** Invoices may be sent by US mail to City of Anacortes, Accounts Payable, PO Box 547, Anacortes, WA 98221, or by email to accountspayable@cityofanacortes.org. Contractors may complete a City furnished ACH/EFT form to receive electronic payments directly to their financial institution. The City shall notify the Contractor within fifteen (15) calendar days from receipt of invoice if there are any objections or disputes with the invoice. The Contractor shall then resubmit a new invoice less the disputed amount and payment shall be made within 30 calendar days. Any disputed amounts may be submitted under the Disputes clause contained herein.

11. Withholding Payment. In the event the City determines that the Contractor has failed to perform any obligation under this Contract within the times set forth in this Contract, then the City may withhold from amounts otherwise due and payable to Contractor the amount determined by the City as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to terminate or damages, provided that the City promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the City Attorney set forth in such notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Contract. The City may act in accordance with any determination of the City Attorney which has become conclusive under this clause, without prejudice to any other remedy under the Contract, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the City under this clause.

12. Final Payment: Waiver of Claim. The contractor's acceptance of final payment (excluding withheld retainage) shall constitute a waiver of claims, except those previously and properly made and identified by the contractor as unsettled at the time request for final payment is made.

13. Required Use of Finished Compost Product. If the project includes the use of a product created with "composted material" as defined in RCW 70A.205.015(3) the Contractor must purchase finished compost products from entities that: 1) produce compost locally within Skagit County; 2) are certified by a nationally recognized organization; 3) are permitted by the local health jurisdiction; and 4) produce finished compost products derived from municipal solid waste compost programs while meeting quality standards adopted by the Department of Transportation or adopted by rule by the Department of Ecology. The Contractor will obtain pre-approval from the PM of the proposed compost material vendor and will submit receipts with their invoice(s).

14. Inspection.

A. **Of the Work:** All materials furnished and work done shall be subject to inspection. The City Project Manager administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of the Contract. All material or work approved and later found to be defective shall be replaced without cost to the City.

B. **Project Manager's Authority**: The Project Manager shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the City Attorney whose decision shall be final. The Contract shall be carried out under the general control of the representative of the City administering the

Contract, who may exercise such control over the conduct of the work as may be necessary, in their opinion, to safeguard the interest of the City. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Department administering the Contract in accordance with the terms of the Contract. Nothing herein contained, however, shall be taken to relieve the Contractor of their obligations or responsibilities under the Contract.

15. New and Unused. All units, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production and shall meet any current applicable regulations and/or codes. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

16. Warranty. The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work, including any necessary labor and materials. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving City's written notice of a defect, and shall complete such work within the time stated in the City's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the City's own forces or another contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. For one year after acceptance of any corrections by the City the Contractor shall be responsible for correcting all defects in workmanship and materials in the corrected work. In addition, the Contractor shall obtain and submit to the City any necessary documentation to secure any extended manufacturer's warranty and warranty terms. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or impact any other legal rights or remedies of the City.

17. Indemnification / Hold Harmless. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

18. Insurance.

A.**Insurance Term:** The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

B. **No Limitation:** The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

C. **Minimum Scope of Insurance:** The Contactor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. **The City of Anacortes and its officers, elected officials, employees, agents, and volunteers shall be named as an additional insured** under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

D. **Minimum Amounts of Insurance:** The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

E. **City Full Availability of Contractor Limits:** If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this

contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

F. **Other Insurance Provision:** The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. **Verification of Coverage:** The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor **within 10 days of contract execution and before scheduling of the work**. Upon request by the City, the Contractor shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage. Failure of the City to demand such verification of coverage with these insurance requirements or failure of the City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Verification of coverage shall include:

1. An ACORD certificate or a form determined by the City to be equivalent.
2. Copies of all endorsements naming the City as additional insured, showing the policy number. The Contractor may submit a copy of any blanket additional insured clause from its policies instead of a separate endorsement.
3. Any other amendatory endorsements to show the coverage required herein.
4. **A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.**

I. **Subcontractors' Insurance:** The Contractor shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Contractor shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement at least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

J. **Notice of Cancellation:** The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two (2) business days of their receipt of such notice.

K. **Failure to Maintain Insurance:** Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

19. Acceptance. Contractor acknowledges and agrees that these General Provisions are incorporated in, and are a part of, each purchase order or other agreement relating to the provision of goods and/or related services by Contractor. These General Provisions supersede all conflicting or additional terms on any purchase order, quote, invoice, Contractor's website, or otherwise set forth on any release, acknowledgement, confirmation, requisition, work order, shipping instruction, specification and similar document or communication.

20. Registered or Licensed Contractor. The City is prohibited by RCW 39.06.010 from executing an Agreement with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Anacortes Municipal Code requires that every person engaging in business within the city limits of Anacortes register their business with the state and include a City of Anacortes Endorsement. Businesses from outside city limits with a gross annual income of $2,000 in Anacortes are also required to obtain a city endorsement. Business licenses and city endorsements can be obtained through the State of Washington Department of Revenue (DOR) Business Licensing Service (BLS) at bls.dor.wa.gov.

21. Standard Title VI / Non-Discrimination Assurances. During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to the clauses in "Appendix A" and "Appendix E" of the Standard Title VI Assurances (USDOT1050.2A), which are hereby incorporated by reference and made a part hereof.

22. Contractor is an Independent Contractor. The parties intend that an independent Contractor relationship will be created by this Agreement. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and Subcontractors during the performance of this Agreement.

23. No Third-Party Beneficiary Rights. This Agreement is not intended to and shall not be construed to give any Third Party any interest or rights (including, without limitation, any Third-Party beneficiary rights) with respect to or in connection with any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

24. The City's Right to Terminate Agreement.

A. **Termination for Default:** If the Contractor defaults by failing to perform any of the obligations of the Agreement or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere. If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until the Scope of Services under this Agreement has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. **Termination for Public Convenience:** The City may terminate the Agreement in whole or in part whenever the City determines, in its sole discretion that such termination is in the best interests of the City. Whenever the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Agreement prices for completed items of work through the date of termination. If the City exercises its option under this Paragraph, the City shall not be responsible for payment for loss of anticipated profit on deleted or uncompleted work. Termination of this Agreement by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Agreement by the City.

25. Changes/Additional Work. The City may engage Contractor to perform services in addition to those listed in this Agreement, and Contractor will be entitled to additional compensation for authorized additional services or materials. The City shall not be liable for additional compensation until and unless any and all additional work and compensation is approved in advance in writing and signed by both parties to this Agreement. If conditions are encountered which are not anticipated in the Scope of Services, the City understands that a revision to the Scope of Services and fees may be required. Provided, however, that nothing in this paragraph shall be interpreted to obligate the Contractor to render or the City to pay for services rendered in excess of the Scope of Services unless or until a modification to this Agreement is approved in writing by both parties.

26. Non-waiver. Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

27. Covenant Against Contingent Fees. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

28. Disputes

A. **General:** Differences between the Contractor and the City, arising under and by virtue of this Agreement shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. The provisions of this Clause shall survive the expiration or termination of this Agreement.

B. **Notice of Potential Claims:** The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and all costs and additional time claimed to be additional.

C. **Detailed Claim:** The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

D. **Dispute Resolution:** In the event of a dispute between the City and the Contractor arising out of this Agreement, or any obligation hereunder the dispute shall first be referred to the representatives designated by the City and the Contractor to

have oversight over the administration of this Agreement. Said representatives shall meet within thirty (30) calendar days of receipt of detailed claim, and the parties shall make a good faith effort to achieve a resolution of the dispute. In the event the parties are unable to resolve the dispute under the procedure set forth above, then the parties hereby agree that the matter shall be referred to mediation. The parties shall mutually agree upon a mediator to assist them in resolving their differences. Any expenses incidental to mediation shall be borne equally by the parties. If either party is dissatisfied with the outcome of the mediation, that party may then pursue any available judicial remedies.

29. Force Majeure. Neither party shall be liable to the other or deemed in breach or default for any failure or delay in performance under this Agreement during the time and to the extent its performance is prevented by reasons of Force Majeure. For the purposes of this Agreement, Force Majeure means an occurrence that is beyond the reasonable control of and without fault or negligence of the party claiming force majeure and which, by exercise of due diligence of such party, could not have been prevented or overcome. Force Majeure shall include natural disasters, including fire, flood, earthquake, windstorm, avalanche, mudslide, and other similar events; acts of war or civil unrest when an emergency has been declared by appropriate governmental officials; acts of civil or military authority; freight embargoes; epidemics; pandemics; quarantine restrictions; labor strikes; boycotts; terrorist acts; riots; insurrections; explosions; and nuclear accidents. A party claiming suspension or termination of its obligations due to force majeure shall give the other party prompt written notice of the impediment and its effect on the ability to perform, with such notice to be provided no more than two (2) working days after the force majeure event or reasonable discovery of the event's impact on performance. Failure to provide such notice shall preclude recovery under this provision. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Agreement. Rights Reserved: The City reserves the right to cancel the Agreement and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the City.

30. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Washington. Any action brought under the Agreement or relating to the Project shall be brought in the Superior Court of the State of Washington in Skagit County Washington.

31. Compliance with Laws. The Contractor in the performance of this Agreement shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services. Contractor will follow all applicable laws and requirements for excavation and disposal of material.

32. Severability. If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.

33. Survival of Contract Termination. The provisions of the following paragraphs, the provisions of the non collusion affidavit, and the liability of the Contractor for default during the term of the Contract shall survive, notwithstanding the termination or invalidity of this Contract for any reason: Taxes; Warranty; The City's Right to Terminate Contract; Governing Law; Indemnification / Hold Harmless; Disputes.

34. Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received (a) when personally delivered, or delivered by same-day courier; or (b) on the third business day after mailing by registered or certified mail, postage prepaid, return receipt requested; or (c) upon delivery when sent by prepaid overnight express delivery service (e.g., FedEx, UPS); or (d) when sent by email and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation. Notices shall be sent to the following addresses:

CITY:	CONTRACTOR:
City of Anacortes	VECA Electric & Technologies
Tiffany Matson	Tim Grieb
904 6th Street	3950 Hammer Drive
PO Box 547	Suite 109
Anacortes, WA 98221	Bellingham, WA 98226
contracts@cityofanacortes.org	service@veca.com

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

TO: **City of Anacortes (City or Owner):**

FROM: **Bidder:** VECA Electric & Technologies,LLC :

PROJECT: 24-151-ERR-001

The undersigned, hereinafter called the bidder, declares that the only persons or parties interested in this proposal are those named herein; that this proposal is in all respects fair and without fraud; that it is made without collusion with any official of the City of Anacortes; and that the proposal is made without any connection or collusion with any person making another proposal of this contract. **Moreover, the Bidder declares by signing the signature page of this Proposal that the following statement is true and correct:**

> **My firm, association or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.**

The bidder declares that they have carefully examined the contract documents for the construction of the project; that they have personally inspected the site; that they have satisfied themselves as to the quantities involved, including materials and equipment and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the contract documents and that this proposal is made according to the provisions and under the terms of the contract documents, which documents are hereby made a part of this proposal.

The bidder declares that they have exercised their own judgment regarding the interpretation of subsurface information and has utilized all data, which they believe pertinent from the Engineer, Owner and other sources in arriving at their conclusions.

The bidder agrees that if this proposal is accepted, they will, within **Ten (10) Calendar** days after Notification of Award, execute the contract with the City of Anacortes in the form of contract included in the contract documents, and will, prior to the time of execution of the contract, deliver to the City of Anacortes the Performance and Payment Bond, all Certificates of Insurance and related endorsement forms, and proof of a City of Anacortes Business License required therein and will, to the extent of their proposals, furnish all necessary labor, tools, materials, equipment, and services required to do the work in the manner, in the time, and according to the methods as specified in the contract documents and required by the Engineer or other designated project representative there under.

The bidder further agrees, if awarded the contract, to achieve Substantial Completion of the work by January 24, 2025.

The bidder proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the contract documents and based upon the unit price, it being expressly understood that the unit price is independent of the exact quantities involved. Bidder agrees that the unit prices shown represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these contract documents.

Having carefully examined all specifications prepared by the City of Anacortes, as well as the premises and conditions affecting the work, the Undersigned proposes to furnish all labor, equipment, and materials and perform all work, in accordance with the terms & conditions and prevailing wage requirements, which price is hereby designated as to the total proposal price for all necessary work.

Line	Description	Cost
1	Generator Replacement Project as detailed in the Invitation to Bid #24-151-ERR-001	260,000.00
	Subtotal:	260,000.00
	8.8% Sales Tax:	$ 22,880.00
	Total:	$ 282,880.00

ADDENDUMS: Bidder acknowledges review of all Addenda through No. N/A

NOTE: *Failure to acknowledge any issued Addenda may render proposal non-responsive and therefore void. It is the sole responsibility of the Bidder to learn of Addendum, if any. Such information may be obtained from the City of Anacortes website: https://www.anacorteswa.gov/Bids.aspx.*

BID DEPOSIT: A proposal deposit in an amount of five percent (5%) of the total bid is attached here in the form indicated below:

☒ Bid Bond ☐ Cashier's Check ☐ Postal Money Order

NOTICE TO ALL BIDDERS

To report bid rigging activities call: **1-800-424-9071**. The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline' Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern time. Anyone with knowledge of possible bid rigging, Bidder collusion, or other fraudulent activities should use the "hotline" to report activities. The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

BIDDER CERTIFIES

- They have examined the work site and all existing conditions;
- They fully understand the manner in which payment is proposed;
- They propose to furnish all labor, equipment, and materials required to perform and complete specified work within the time fixed, and for the price proposed;
- They will observe the national, Washington State, and local codes; and
- They have the insurance coverage required for this Contract, which includes: Commercial General Liability Insurance, Business Auto Liability, Worker's Comp

Name of Bidder: VECA Electric & Technologies LLC

Contact Name: Tim Grieb

Mailing Address: 3950 Hammer Dr. Suite #109

City, State, Zip: Bellingham, WA 98226

Business Telephone: (360)594-4301 Cell Phone: (206)586-2153

Email Address: service@veca.com

Contractor's State License No: VECAEET8210Q

UBI Number:

By signing this proposal, the bidder agrees to all requirements contained in the contract documents.

VECA ELECTRIC & TECHNOLOGIES LLC CORPORATE SEAL 1989 WASHINGTON
(Corporate Seal)

Laura Rannow — Chief Administrative Officer
Name of Bidder — Title

May 30, 2024
Date

Signature of Bidder

Laura Rannow
Print Name