

ANACORTES PLANNING COMMISSION



May 24, 2017

Municipal Building Council Chambers

6th Street and "Q" Avenue

AGENDA

6 P.M.

1. **Roll Call**
2. **Minutes of February 8, February 22 and March 8, 2017**
3. **Correspondence**
4. **Old Business**
Final Plat & Final PUD approval, Jacob's Meadow, PUD-2011-0001
5. **New Business**
Public Hearing, Anacortes School District, Cap Sante High School Portable(s), CUP-2017-0001

If reasonable accommodation of a disability is needed please contact Cherri Kahns at 299-1950 at least 48 hours prior to this meeting.



Planning Commission Meeting Minutes for – February 8, 2017

Chair Laumbattus called the Meeting of February 8, 2017 to order at approximately 6 p.m.

Roll Call

Members Present: Commissioners Laumbattus, Moffitt, Cleland-McGrath, Mount, McNett and Doll. Absent: Commissioner Oppel

Minutes

January 25 meeting minutes, approved as written.

Correspondence

None

New Business

Public Hearing – Fidalgo Bay Boat Ramp Extension, SDP-2016-1004

Libby Grage, Planning Manager, presented the proposal by the Samish Indian Nation to extend an existing boat ramp by ~22 ft. water ward of its existing location, and restore the beach. Scott Cooper, Manager of Fidalgo Bay Resort, explained benefits and parties that will be positively affected.

With no comments, Chair Laumbattus closed the public hearing.

Commissioner Doll made a motion to approve SDP-2016-1004 as conditioned. Commissioner McNett seconded. The motion passed unanimously.

Public Hearing – Parking Variation Request, BLD-2016-1705, 301 & 317 Commercial Avenue

Commissioner McNett recused himself from this part of the hearing. Commissioner Moffitt stated past employment with the applicant. There were no objections.

Don Measamer, Planning Director, presented the parking variation request, based on a traffic study provided by TSI, showing no adverse effect on the surrounding area with the proposed mitigation. The applicant proposed a change in staff condition #3, which originally was written to provide public parking outside of peak work hours. The applicant's proposal changes the time of public parking allowances for special events only, which staff approves.

Commissioner Moffitt requested clarification on the existing versus proposed parking layout. Mike Underwood, Architect at Underwood & Associates, clarified the parking layout, and that the building is designed to provide more employees for Integra, but retail is being provided on the bottom floor of one building to contribute towards the growth of downtown.

David Markley, Transportation Solutions Inc, gave a review on the downtown parking study done for the City for the 2016 Comprehensive Plan. The parking study for this project has found that the parking spillover will be easily absorbed, especially with the proposed mitigation.

Walt Meagher, Fidalgo Commercial Investment Real Estate Services. Mr. Meagher voiced support of the proposal and Integra.

Scott Lindberg, 5110 Sterling Drive. Mr. Lindberg voiced support of the proposal and Integra.

Darrell McCarroll, 4701 Queen Anne Way. Mr. McCarroll voiced support of the proposal and Integra.

Larry McKinnon, 909 3rd Street. Mr. McKinnon voiced concerns with the parking shortage, as well as parking volume produced by Dakota Creek.

Michele McKinnon, 909 3rd Street. Ms. McKinnon voiced concern with alley access for garbage trucks and apartment access. Mr. Measamer clarified that the alley will continue to be a public right-of-way and nothing will be blocked. The pedestrian bridge on the upper floor of the building will not block access. Mr. Measamer also explained the contribution of surrounding businesses and how updated regulations in the next year will positively impact growth.

Commissioner Moffitt requested clarification on the use of retail parking versus office parking. Mr. Measamer clarified that the proposed off-street parking must be shared by both employees of Integra as well as the retail space.

Commissioner Doll requested clarification on the timeline of on-street parking improvements in relationship to when these buildings will be completed. Steve Lang, Engineering Technician, stated that the improvement of 3rd street is not expected to happen this year, and the City will be working with a consultant on the design.

With no further comments, Chair Laumbattus closed the public hearing.

Mr. Measamer stated that the City will be working on a downtown parking plan, which the Planning Commission will be involved with in the next year.

Commissioner Cleland-McGrath made a motion to approve the parking modification with the suggested conditions of approval, with a revision of condition #3, to allow public parking during events within the satellite parking area located on 4th Street. Additionally, add a condition that says "The applicant shall work with the City to evaluate parking in a three block radius to determine at least one block to restripe, provide additional parking, and be striped by the applicant prior to occupancy of the building." Seconded by Commissioner Mount. The motion passed unanimously.

Chair Laumbattus called the meeting to a close at approximately 7:30 p.m.



Planning Commission Meeting Minutes for – February 22, 2017

Chair Laumbattus called the Meeting of February 22, 2017 to order at approximately 6 p.m.

Roll Call

Members Present: Laumbattus, Oppel, Moffit, Cleland McGrath, Mount, and Doll

Members Absent: Commissioner McNett

Minutes

No minutes to approve.

Correspondence

Voting for Chair and Vice Chair; Mr. Laumbattus and Mr. Oppel were chosen, respectively.

New Business

Public Hearing & Workshop – Development Regulations Update

Libby Grage, Planning Manager, introduced Bob Bangford of Makers, who presented the development regulation update proposal and how that will be portrayed in a public workshop, scheduled for March 16, at 6 p.m. in the City Hall Council Chambers. Mr. Bangford requested feedback from Planning Commissioners and members of the public and stated that the materials will be available on the City website. Ms. Grage stated that anyone is welcome to come to the Planning Department and discuss the code updates with staff.

Louise Brissey, 1517 ½ 20th St. Ms. Brissey thanked the Planning Commissioners for their work.

Vernon Lauridsen, 2219 32nd St. Mr. Lauridsen contributed towards the 2016 Comprehensive Plan and stated his concerns with allowing for too much growth and developing the waterfront.

Arlene French, 1411 8th St. Ms. French expressed concern with the open house meeting, and suggested having a second meeting.

Merilyn Derig, 1302 K Ave. Ms. Derig agreed with Ms. French's suggestion of two meetings.

Patrick O'Hearn, 11039 Post Drive, Anacortes. Mr. O'Hearn agreed with Ms. French.

The meeting scheduled originally will be based on residential usage, and another meeting will be scheduled in the future to discuss commercial usage.

With no further business, Chair Laumbattus called the meeting to a close at approximately 7:30p.m.



**Planning Commission Meeting
Minutes for – March 8, 2017**

Chair Laumbattus called the Meeting of March 8, 2017 to order at approximately 6 p.m.

Roll Call

Members Present: Laumbattus, Oppel, Moffit, Cleland McGrath, McNett, and Doll

Members Absent: Commissioner Mount

Minutes

None

Correspondence

None

Old Business

Public Hearing – 48 North Plat, 30 Lot PUD; PUD-2015-0003

Kevin Cricchio, Associate Planner, presented Findings of Fact of the preliminary approval.

With no comments, Chair Laumbattus closed the public hearing.

Commissioner McNett made a motion to approve the PUD for final plat. Commissioner Cleland McGrath seconded. The motion passed unanimously.

New Business

Public Hearing – Conditional Use Permit/Essential Public Facility; CUP-2016-1005

Mr. Cricchio presented a CUP for an EPF to permit an outpatient substance use and primary care medical service type of land use within an existing office building. John Stephens, Programs Administrator for the Swinomish Tribal Community, presented the proposal as a significant need in the community. Commissioner Doll stated association with the Public Health Trust, which is on record as providing a letter of support. There was no objection.

Jordan Mike Walbur (sp?), 11167 Swinomish Avenue. Mr. Walbur stated support of the proposal.

Susan Lamb, 1308 6th St. Ms. Lamb stated support of the proposal.

Beth Pemberton, 1924 24th St. Ms. Pemberton stated support of the proposal.

With no further comments, Chair Laumbattus closed the public hearing.

Commissioner Oppel made a motion to approve the CUP with staff recommended conditions. Commissioner Doll seconded. The motion passed unanimously.

Chair Laumbattus called the meeting to a close at approximately 7:15p.m.



Planning Commission Agenda Bill

Meeting Date: 5/24/2017 **Agenda Item:** [Click here to enter text.](#)

Subject: Final Replat & PUD application, Jacob's Meadow (PUD-2011-0001):

Staff Contact: Libby Grage

Approved for Submittal to Council by	
	Laurie Gere, Mayor
	Steve Hoglund, Finance Director
	Darcy Swetnam, City Attorney
X	Don Measamer, Planning Director

Action Type	
	Public Hearing
	Staff Report
X	Recommendation

Summary Statement:

Preliminary replat and PUD approval was issued by City Council for Jacob's Meadow (PUD-2011-0001) on July 16, 2012. The site is located on the east side of D Avenue, between 32nd and 29th Streets and includes a replat of blocks 4, 5, and 12 of the Kellogg & Ford's Addition to Anacortes. The subdivision creates five total lots, three of which will be built on, and two open space tracts. A total of 15 detached single family units were approved as part of the PUD project. The project also includes vacation and dedication of public right-of-ways.

Project infrastructure has been constructed, including curb, gutter, sidewalk on D Avenue, and a new public road – Calvin Court. Water, sewer and stormwater mains have been extended to serve the site and other improvements have been constructed consistent with conditions of approval.

The Public Works Department has conducted its final inspections of public infrastructure and recommends approval of the final plat application subject to certain conditions being met prior to recording the plat. The following conditions are recommended by Public Works and Planning Staff to be completed prior to recording of the plat with the Skagit County Auditor:

1. Payment of compensation for the net ROW vacation area consistent with City requirements.
2. City Council approval by ordinance of the vacation requests depicted on the final plat map.
3. Street trees installed along D Avenue including appropriate irrigation measures and approved root barriers.
4. Payment in lieu of improvements to the Pleasant Slope detention pond in an amount determined by the City Engineer.
5. Mitigate for removal of trees from Tract A as required by City standards.
6. Provide a 2-year Maintenance Bond for public improvements.

Background:

The final replat /PUD process is a check to determine that the terms and requirements of preliminary replat /PUD approval have been met and that required improvements have been constructed or bonded/guaranteed. If the City Council finds that the final replat /PUD meets the requirements as set-out in the preliminary replat/ PUD approval conditions, the final replat /PUD shall be approved per AMC § 16.16.030.

Competing Viewpoints Considered:

Public view points were considered during the preliminary replat / PUD comment period and public hearing process in 2012. Final replat /PUD review is a time to address conformance with conditions of approval that were placed on the project.

Recommended Motion:

I move that Planning Commission recommend that the City Council approve the final replat /PUD application for Jacob's Meadow subject to the conditions recommended by staff.

Attachments (listed in order presented):

1. Jacob's Meadow Decision
2. Vicinity Map
3. Final Plat/PUD Map (date stamped received 5/10/17)
4. Memo from Steven Lange, PW Dept., re: vacation compensation
5. May 2, 2017 Memo from Steven Lange, PW Dept.
6. April 26, 2017 memo from Steven Lange, PW Dept.
7. Narrative indicating completion of preliminary plat/PUD conditions of approval
8. Lot calculations
9. Title report
10. Appraisal report
11. Street vacation/dedication map
12. Street vacation legal descriptions
13. Draft CCRs



ATTACHMENT 1

Planning, Community, and Economic Development
904 – 6th Street
P.O. Box 547
Anacortes, WA 98221-0547

FINDINGS OF FACT, CONCLUSIONS OF LAW & DECISION

File No: PUD-2011-0001

Project Title: Jacob's Meadow

Tax Account Number(s): P57698, P57699, P57701, P57700, P57702, P57703, P57757

Location: East side of D Avenue, between 29th and 31st Streets

Applicant: Jeter Family Trust & Russ Jeter
1004 Commercial Ave., PMB 1112
Anacortes, WA 98221

Contact: Underwood & Associates
Mike Underwood, AIA
1005 4th Street.
Anacortes, WA 98221

Nature of Request: 15-unit Planned Unit Development and Preliminary Plat /
Replat including vacation/dedication of public right-of-
way

Current Zoning: R2

2010 Comprehensive Plan
Land Use Designation: Residential Low Density (R2)

Existing Land Use: 1 single family residence and associated outbuildings

Water/Sewer Provider: City of Anacortes

APPEAL DECISION: DENIED

CITY COUNCIL DECISION: APPROVED, WITH CONDITIONS

CITY COUNCIL APPROVAL DATE: JULY 16, 2012

I. INTRODUCTION AND PROCEDURAL MATTERS

1. At their July 2, 2012 meeting, the Anacortes City Council (all members present) held a closed record review of the Planning Commission's advisory report / recommendation regarding the subject application and review of an appeal filed by George Mehler.

The Council considered the project record, which includes the minutes of the open-record public hearing conducted by Planning Commission on May 23, 2012. The Planning Commission's advisory report includes a recommendation for approval of the planned unit development (PUD), preliminary plat (re-plat) application, and street vacations which the Council considered in addition to the environmental information developed pursuant to the SEPA ordinance, oral and written reports and exhibits presented by interested persons.

City Council Closed Record Appeal Hearing

2. The record from the Planning Commission hearing and material submitted into record at the hearing was presented to City Council for its review as part of the closed record hearing on the appeal. The City Council conducted a site visit of the property at 5:00 pm on July 2, 2012. Staff and members of the public were also present at the site visit as well as the appellant's representative.

The following persons offered arguments at the closed record appeal hearing:

For the Appellant: Gary Jones, Attorney

For the Applicant: Mike Underwood

The following City staff presented background information to City Council:

Ryan C. Larsen, Director – Planning, Community & Economic Development and Fred Buckenmeyer, Public Works Director.

Also present for the City at the Closed Record Appeal Hearing: Brad Furlong, City Attorney

After considering the evidence in the record, the City Council enters the following findings of fact, conclusions of law and decision on the appeal of the Planning Commission recommendation and on the application. Evidence admitted into the record was considered in making this decision by City Council.

II. FINDINGS OF FACT

1. The information contained in Sections I, II (1 -17), and III (1-5) of the Planning Commission's Recommendation (Exhibit 35) is found by the City Council to be supported by the evidence in the project record and by this reference is adopted as a portion of the Council's findings and conclusions, except as modified below. A copy of said report is available in the Planning, Community and Economic Development Department.

2. Notice of the closed record appeal and closed record hearing were properly made with posting, mailing, and publication in the Anacortes American.
3. The Planning Commission took oral testimony at its open record hearing and individuals were sworn in by the Chair of the Commission.
4. The master list of exhibits contains exhibits that were considered by both the Planning Commission and the City Council and is hereby made a part of this decision as if set forth in full herein.

Appeal

5. The City of Anacortes received a timely appeal of the Planning Commission recommendation from George and Sue Mehler on June 6, 2012. The Mehlers are being represented by Gary Jones, Attorney, from Mount Vernon, WA.
6. The City Council took oral argument at its closed record hearing on July 2, 2012.
7. The appellant asked Council to reconsider condition 13 regarding the type of fencing along the east property line, add a new condition 23a. requiring a 28 foot paved two-way internal road instead of the proposed 20-foot paved road, and a new condition 23b. requiring a 20-foot access and utility easement from the internal road to the east property line within the vacated 31st Street corridor instead of the proposed location.

Fencing

8. Finding of Fact. One portion of the appeal argues that Condition 13 allowing for a split rail fence does not adequately mitigate domestic animals and people from going on to the property to the east, which contains a conservation easement. It also claims that the condition does distinguish between the corridors for wildlife and the human neighbors or their pets.

Conclusion of Law. The City Council reviewed the facts of the case and determined the condition would be better implemented through the modification of conditions of the project by City Council. Therefore, the appeal is denied.

ROW width and two-way traffic

9. Finding of Fact. One portion of the appeal argues that the preservation of a two-way access in platted 31st Street is more useful to the public than the one-way vehicle access described in the plans.

Conclusion of Law. The City Council reviewed the facts of the case and determined that the ROW widths as proposed would not be detrimental to the surrounding area and meets the intent of the Low Impact Development standard the City is working to achieve. Also, since the issue of two-way internal roads can be addressed in the conditions for the project, the appeal is denied.

20-foot access to property to the east

10. Finding of Fact. One portion of the appeal argues that Condition 23 is ambiguous as to the location of access for ingress, egress and utilities to the reserved housing parcel on the Mehler property and seems to eliminate two-way traffic on 31st Street while preserving two-way traffic on 29th Street.

Conclusion of Law. The Council determines this appeal issue request is better addressed in the conditions for the project so the appeal is denied.

Planning Commission Recommendation

11. A split rail fence does not adequately mitigate domestic animals and people from going on to the property to the east, which contains a conservations easement. A solid fence can distinguish between the corridors for wildlife and the human neighbors or their pets.
12. Council noted that designation of the road ways within the PUD as “one way” was not necessary for safety reasons and would be inconsistent with most streets in the city. Additionally, Council is obligated to ensure access is maintained to adjacent parcel during the review of an application. However, the applicant did provide adequate access to the adjoining parcel to the east. Although it may not have been the ideal location for the neighbor, access was provided and met the minimum necessary to achieve access. The appellant did not prove that the access was insufficient in width but that the access was not in a desired location.
13. The Planning Commission recommendation of approval is found to be supported by the evidence in the record and is hereby affirmed, subject to the modified conditions outlined below (changes are ~~struck~~, or underlined and **bolded**):
1. A clearing and grading plan consistent with city requirements shall be submitted by the applicant for review and approval by the Public Works and Building Departments prior to commencement of site construction activities. (MDNS #1)
 2. A Large Parcel Storm Water Plan and Water Quality Plan consistent with city requirements shall be submitted by the applicant for review and approval by the Public Works and Building Departments prior to commencement of site construction activities. Construction activities may require an NPDES Construction Stormwater Permit issued by the Department of Ecology prior to construction. It is the applicant’s responsibility to contact the Department of Ecology. (MDNS #2)
 3. Dust control measures shall be provided during site construction activities as required by the Public Works and Building Departments. (MDNS #3)
 4. The applicant shall immediately contact the Washington State Department of Archaeology & Historic Preservation and affected Tribes if any items of cultural or historic significance are encountered during construction activities. Work shall be immediately halted within the area and a large enough perimeter established in order to maintain the integrity of the site. (MDNS #4)

5. D Avenue frontage improvements shall include sidewalk, curb, gutter and stormwater facilities along the entire project frontage and the sidewalk extended to connect to the existing sidewalk south of the site, as determined by the Public Works Department. (MDNS #5)
6. Preliminary subdivision and Planned Unit Development approval authorizes the applicant to proceed with application for necessary permits to construct required improvements and to prepare construction drawings in accordance with the determinations made and conditions imposed. The scope of this permit is not to exceed that as set out in Exhibit 5a.
7. Internal project streets shall be constructed to the following standards:
 - New north/south internal public road: Minimum 25' wide ROW with a 5' wide ADA-compliant sidewalk on one side, rolled curb on both sides, and storm water facilities as required by the Public Works Director.
 - 31st Street: Minimum 30' wide ROW with 5' wide ADA-compliant sidewalks, on both sides and storm water facilities as required by the Public Works Director.
 - 29th Street: Minimum 28' of pavement and 5' sidewalk on the south side of the right-of-way, and storm water facilities as required by the Public Works Director.
8. Direct access to D Avenue from any lot or unit within the development shall be prohibited. A note to this effect shall be recorded on the final plat map.
9. There shall be no parking permitted on any portion of the ~~one-way~~ **public** street located within the development and shall be demarcated on-site. A note to this effect shall be recorded on the final plat map.
10. The following minimum building setbacks shall be observed within the development:
 - Front: 10-feet, with garages maintaining a minimum of 20-feet between the face of the garage and the front property line;
 - Interior side: A minimum of 5-feet on one side and no less than 15-feet on both sides combined, except that in no instance shall a setback adjacent to a street be less than 10-feet;
 - Rear: 20-feet;
 - Structure separation: 10-feet

A note to this effect shall be recorded on the final plat map.
11. In-lieu of the applicant paying Traffic Impact Fees, that applicant shall contribute and construct at 29th Street and D Avenue, a Thermoplastic crosswalk with pedestrian push button actuated LED crosswalk lights.
12. The proposed open space and park tracts shall be owned and maintained by the property owner, property owner's association, successors or assigns and shall be available for public use. A note to this effect shall be recorded on the final plat map.

13. ~~A split rail fence shall be constructed and maintained along eastern border of the site. A note to this effect shall be recorded on the final plat map.~~ Appropriate solid fencing behind residences along the east property line and split rail fencing to provide safe passage of wildlife to the North Park and the South open space corridors. A note to this effect shall be recorded on the final plat.
14. Improvements needed to accommodate additional storage/treatment at the Pleasant Slope detention pond shall be approved by the Public Works Department and constructed at the expense of the applicant prior to other work beginning.
15. An appraisal of the value of the portion of right-of-way vacated in excess of that which is dedicated shall be secured by the applicant for review and approval by City Council prior to final plat/PUD approval. Compensation shall be paid to the City prior to recording of the plat/PUD.
16. Private utilities shall be owned and maintained by the property owner, property owner's association, successors or assigns in a manner to ensure their functioning consistent with applicable regulations. A note to this effect shall be recorded on the final plat map.
17. A final landscape and tree preservation plan consistent with Chapters 17.41 and 16.50 AMC shall be submitted for review and approval prior to construction plan approval. Landscaping shall be installed prior to issuance of the first building permit, unless bonding of the improvements is approved by the City.
18. Engineering and Inspection fees in the amount of \$500 plus 2% of the total construction cost shall be due at or before the mandatory pre-construction conference. No construction activity is allowed until construction plans are approved, fees have been paid and the pre-construction conference completed. Prior to final plat/PUD approval, all infrastructure improvements shall be completed as required by the City Public Works Director.
19. Mailbox locations shall be reviewed and approved by the City Public Works Department.
20. Fire hydrants are to be located as approved by the City Fire Chief. Fire flow shall be addressed in a manner acceptable to the Fire Chief and to the Public Works Department.
21. The lots in this subdivision are subject to applicable water, sewer, and stormwater general facility and hookup fees and transportation, fire, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect; sewer and water latecomer charges may be payable. A note to this effect shall be recorded on the final plat map.
22. The applicant shall be responsible for reimbursement to the City for the cost of posting, mailing and publication of the public hearing for this proposal. Payment shall be made prior to construction plan approval.

City Council Consideration:

~~23. City Engineering staff shall provide information to the City Council as to the direction of the one-way internal public street and as to the location of the 20-foot access and utility easement to the property to the east. This information is to be utilized by City Council in determining the direction of the one-way street and access location to the property to the east.~~

23. Provide a 20-foot access and utility easement/tract from Calvin Court to the east property line within the vacated 31st Street corridor.

III. CONCLUSIONS OF LAW

1. The City Council has jurisdiction to conduct closed record appeal hearings and take final action on planned unit developments and preliminary plats pursuant to Section 16.40.060.D AMC and Sections 16.20.020.F AMC.
2. The appeal of the Planning Commission Recommendation requested modification and/or additional conditions. Each of the three requests by the appellant was denied as set forth above. After determining that the appeals should be denied, the Council moved on to a discussion of the merits of the application and consideration of measures which would address the project impact to an acceptable level.
3. The Council concludes the proposal, as conditioned, is consistent with the Anacortes Municipal Code, including the type of land use and level of development, infrastructure including public facilities and services needed to service the development, the land use permitted on the site, and design of the project site.
4. As approved with conditions determined by the Planning Commission and City Council to be necessary as set forth in the Findings of Fact, and as outlined below in the Decision, the proposal will make adequate provision for the public health, safety and general welfare.
5. The Council concludes that the proposed Preliminary Plat (replat) and Planned Unit Development, with the conditions of approval as outlined in the Decision below, is consistent with the Preliminary Plat (replat) and Planned Unit Development criteria outlined in 16.12.020.E.3, 16.40.101, 16.40.102, and 16.40.103 and will not be materially detrimental to the surrounding area.
6. The minutes of the meeting(s) accurately summarize the testimony offered at the hearing(s) and by this reference are entered into the official record.
7. The City Council bases its Findings of Fact and Conclusion of Law on the entire record of testimony and other evidence before the Planning Commission, including all testimony and exhibits, and items entered during the closed record appeal and proceedings. Any finding which should be deemed a Conclusion of Law, and any Conclusion of Law which should be deemed a finding, is hereby adopted as such.

IV. DECISION

Based on the foregoing Findings of Fact and Conclusions of Law, the City Council hereby **denies and dismisses the appeal** of the Planning Commission Recommendation.

The City Council also concurs with and adopts the Planning Commission's recommendation except where changed herein and hereby approves the application for the preliminary plat (replat) and Planned Unit Development for a 15 dwelling units and **approves the project, subject to the following conditions:**

1. A clearing and grading plan consistent with city requirements shall be submitted by the applicant for review and approval by the Public Works and Building Departments prior to commencement of site construction activities. (MDNS #1)
2. A Large Parcel Storm Water Plan and Water Quality Plan consistent with city requirements shall be submitted by the applicant for review and approval by the Public Works and Building Departments prior to commencement of site construction activities. Construction activities may require an NPDES Construction Stormwater Permit issued by the Department of Ecology prior to construction. It is the applicant's responsibility to contact the Department of Ecology. (MDNS #2)
3. Dust control measures shall be provided during site construction activities as required by the Public Works and Building Departments. (MDNS #3)
4. The applicant shall immediately contact the Washington State Department of Archaeology & Historic Preservation and affected Tribes if any items of cultural or historic significance are encountered during construction activities. Work shall be immediately halted within the area and a large enough perimeter established in order to maintain the integrity of the site. (MDNS #4)
5. D Avenue frontage improvements shall include sidewalk, curb, gutter and stormwater facilities along the entire project frontage and the sidewalk extended to connect to the existing sidewalk south of the site, as determined by the Public Works Department. (MDNS #5)
6. Preliminary subdivision and Planned Unit Development approval authorizes the applicant to proceed with application for necessary permits to construct required improvements and to prepare construction drawings in accordance with the determinations made and conditions imposed. The scope of this permit is not to exceed that as set out in Exhibit 5a.
7. Internal project streets shall be constructed to the following standards:
 - New north/south internal public road: Minimum 25' wide ROW with a 5' wide ADA-compliant sidewalk on one side, rolled curb on both sides, and storm water facilities as required by the Public Works Director.
 - 31st Street: Minimum 30' wide ROW with 5' wide ADA-compliant sidewalks, on both sides and storm water facilities as required by the Public Works Director.
 - 29th Street: Minimum 28' of pavement and 5' sidewalk on the south side of the right-of-way, and storm water facilities as required by the Public Works Director.

8. Direct access to D Avenue from any lot or unit within the development shall be prohibited. A note to this effect shall be recorded on the final plat map.
9. There shall be no parking permitted on any portion of the public street located within the development and shall be demarcated on-site. A note to this effect shall be recorded on the final plat map.
10. The following minimum building setbacks shall be observed within the development:
 - Front: 10-feet, with garages maintaining a minimum of 20-feet between the face of the garage and the front property line;
 - Interior side: A minimum of 5-feet on one side and no less than 15-feet on both sides combined, except that in no instance shall a setback adjacent to a street be less than 10-feet;
 - Rear: 20-feet;
 - Structure separation: 10-feet

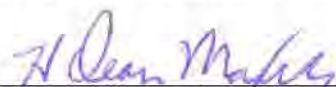
A note to this effect shall be recorded on the final plat map.

11. In-lieu of the applicant paying Traffic Impact Fees, that applicant shall contribute and construct at 29th Street and D Avenue, a Thermoplastic crosswalk with pedestrian push button actuated LED crosswalk lights.
12. The proposed open space and park tracts shall be owned and maintained by the property owner, property owner's association, successors or assigns and shall be available for public use. A note to this effect shall be recorded on the final plat map.
13. Appropriate solid fencing behind residences along the east property line and split rail fencing to provide safe passage of wildlife to the North Park and the South open space corridors. A note to this effect shall be recorded on the final plat.
14. Improvements needed to accommodate additional storage/treatment at the Pleasant Slope detention pond shall be approved by the Public Works Department and constructed at the expense of the applicant prior to other work beginning.
15. An appraisal of the value of the portion of right-of-way vacated in excess of that which is dedicated shall be secured by the applicant for review and approval by City Council prior to final plat/PUD approval. Compensation shall be paid to the City prior to recording of the plat/PUD.
16. Private utilities shall be owned and maintained by the property owner, property owner's association, successors or assigns in a manner to ensure their functioning consistent with applicable regulations. A note to this effect shall be recorded on the final plat map.
17. A final landscape and tree preservation plan consistent with Chapters 17.41 and 16.50 AMC shall be submitted for review and approval prior to construction plan approval. Landscaping shall be installed prior to issuance of the first building permit, unless bonding of the improvements is approved by the City.

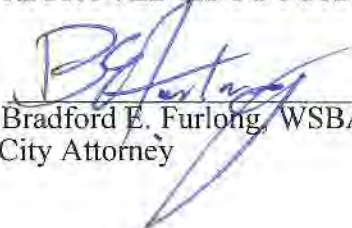
18. Engineering and Inspection fees in the amount of \$500 plus 2% of the total construction cost shall be due at or before the mandatory pre-construction conference. No construction activity is allowed until construction plans are approved, fees have been paid and the pre-construction conference completed. Prior to final plat/PUD approval, all infrastructure improvements shall be completed as required by the City Public Works Director.
19. Mailbox locations shall be reviewed and approved by the City Public Works Department.
20. Fire hydrants are to be located as approved by the City Fire Chief. Fire flow shall be addressed in a manner acceptable to the Fire Chief and to the Public Works Department.
21. The lots in this subdivision are subject to applicable water, sewer, and stormwater general facility and hookup fees and transportation, fire, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect; sewer and water latecomer charges may be payable. A note to this effect shall be recorded on the final plat map.
22. The applicant shall be responsible for reimbursement to the City for the cost of posting, mailing and publication of the public hearing for this proposal. Payment shall be made prior to construction plan approval.
23. Provide a 20-foot access and utility easement/tract from Calvin Court to the east property line within the vacated 31st Street corridor.

These Findings of Fact and Conclusions of Law were adopted by the Anacortes City Council on **July 16, 2012**.

CITY OF ANACORTES, WASHINGTON

By 
H. Dean Maxwell, Mayor

APPROVED AS TO FORM:


Bradford E. Furlong, WSBA# 12924
City Attorney

ATTEST:



Steve Hoglund, City Clerk

Judicial Appeal:

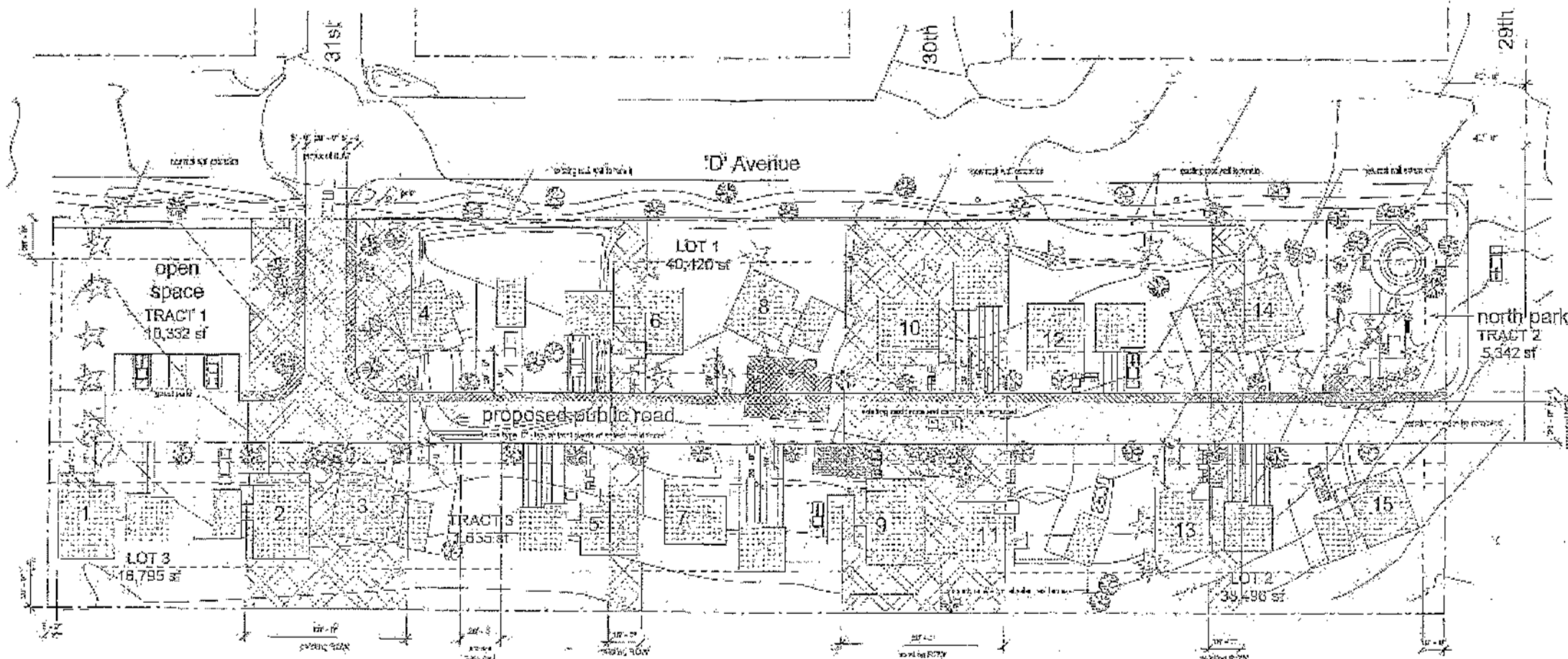
Section 17.08.090 AMC - Notice of appeal of any final action taken under this title must be filed with the Superior Court and served on the city attorney for the city within twenty-one (21) days of the date on which such final action was taken. For purpose of appeals from decisions of the Anacortes City Council, the "date of final action" shall mean the date on which the city council made its decision by vote taken at a regular or special public meeting.

Attachment:

1. Exhibit 5a
2. Planning Commission Recommendation (Exhibit 35)

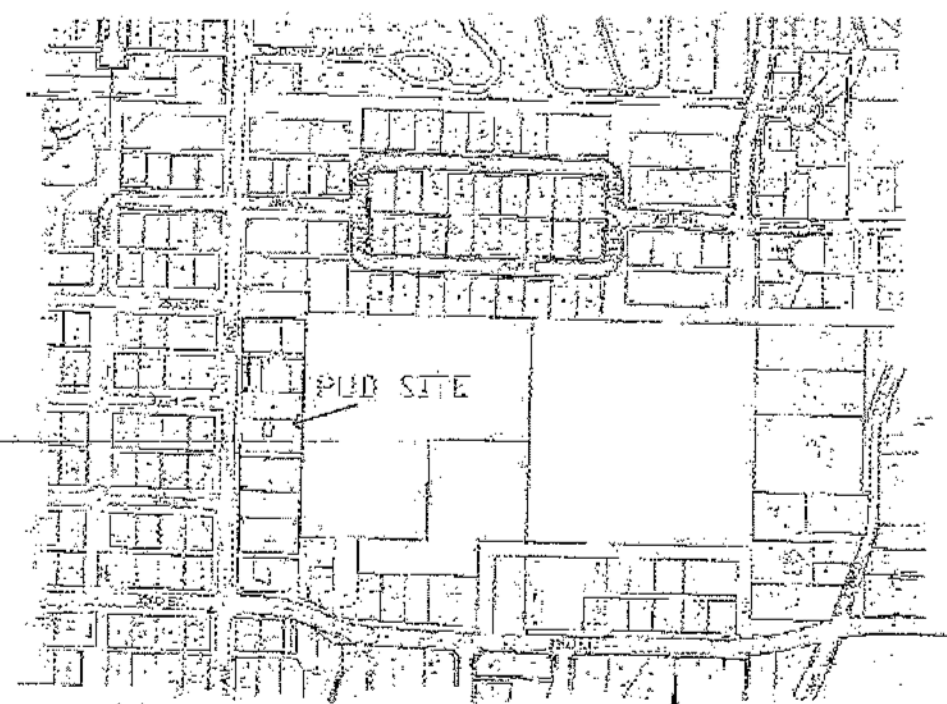
Exhibits:

The following exhibits were offered and entered into the record (see list attached).



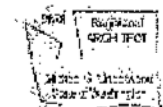
1 A1 - Site Plan
1" = 20'-0"

Underwood & Associates, LLC
 1206 14th Street
 Denver, Colorado 80202
 303.733.0571
 info@underwood-llc.com
 underwood-llc.com



2 Site Map
1" = 20'-0"

EXHIBIT 5c



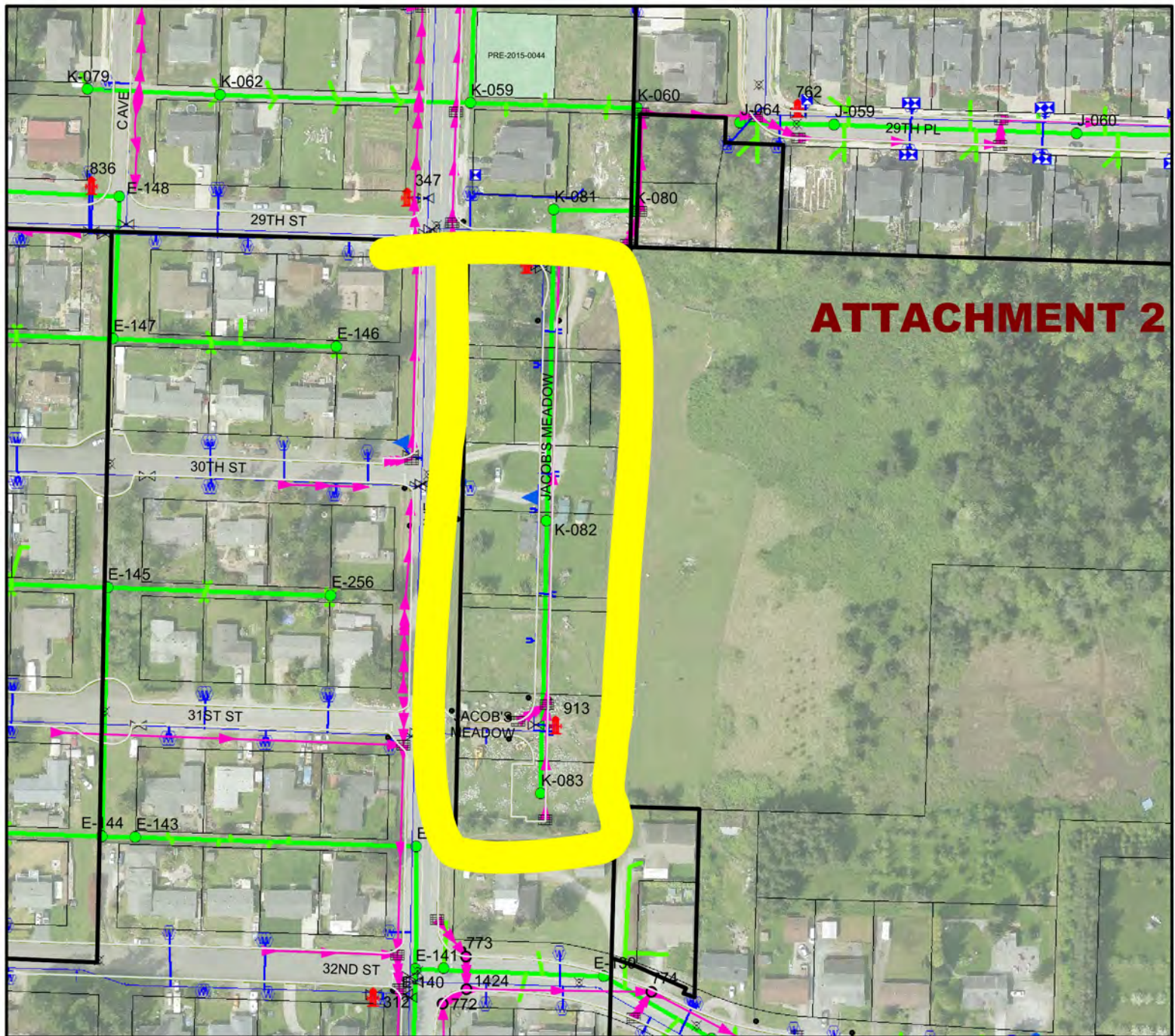
FUD Application Set

Project Name: Jacob's Meadow

Project # 229
 Issue Date: 04/08/21
 Version: 1.0

Site Detail Plan

A1.1
 04/08/21 10:00 AM



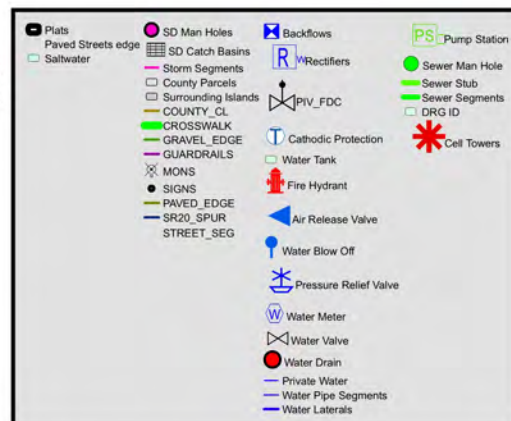
0 90 180 Feet

City of Anacortes Utilities

Parks also



Revised
May 2017



JACOB'S MEADOW PLAT & PUD
SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON

AUDITORS CERTIFICATE
RECORD OF SURVEY AT THE REQUEST OF DALE K. HERRIGSTAD

GENERAL INFORMATION

- Assessor's Account No.s P57757 3800-012-006-0005, P57698 / 3800-004-004-0004, P57699 / 3800-004-005-0003, P57700 / 3800-004-018-0008, P57701 / 3800-004-020-0004, P57702 / 3800-005-006-0009 and P57703 / 3800-005-020-0001.
- Description and exception information is from the Chicago Title Insurance Company Subdivision Guarantee, Certificate No: 620030436, dated March 22, 2017.
- This property is SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants and other instruments of record including but not limited to those instruments referred to in the Subdivision Guarantee referenced under Note 2 above. Said report lists documents recorded under Auditors File Number AF #9108300090 (record of survey), #9506270063 (record of survey), #201605090106 (Puget Sound Energy 10' wide esmt over as-constructed utilities).
- Residential Low Density (R2).
- Water Supply: City of Anacortes.
- Sewer Disposal: City of Anacortes
- Storm Sewer: City of Anacortes

SKAGIT COUNTY TREASURERS CERTIFICATE

I certify that all taxes heretofore levied and which have become a lien upon the lands herein described have been fully paid and discharged according to the records of my office, up to and including the year of 20_____.

Certified this _____ day of _____, 20_____.

Skagit County Treasurer

CITY OF ANACORTES APPROVALS

The Planning Commission of the City of Anacortes meeting in regular session on _____ did find that the Jacob's Meadow Plat & PUD serves the public use & interest & has authorized the Subdivision Administrator to execute its written approval.

Signature of Planning Director

Approval by the Council of the City of Anacortes, WA, this _____ day of _____, 20_____.

ATTEST: City Clerk _____.

Examined and approved this _____ day of _____, 20_____.

City Engineer _____

DEDICATION

Know All Men by these Present that Russell D. Jeter of the R. Jeter Family Trust, property owner of the land hereby platted, declare this plat and dedicate to the use of the public forever, streets and avenues shown hereon and the use thereof for all public purposes consistent with the use thereof for public highway purposes together with the right to make all necessary slope for cuts and fills upon the lots and blocks shown hereon in the original reasonable grading of all such streets and avenues shown hereon. The Owners and their assigns hereby waive all claims for damages against which may be occasioned to the adjacent properties by the construction, drainage and maintenance of said road and or area.

Russell D. Jeter of the R. Jeter Family Trust

SKAGIT STATE BANK

State of Washington

County of Skagit

I certify that I know of have satisfactory evidence that _____ signed this instrument, on oath stated that (he/she/) (was/are) authorized to execute the instrument and acknowledged it as the _____ of _____.

Russell D. Jeter of the R. Jeter Family Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this _____ day of _____, 20_____.

Notary Public in and for the State of Washington

Name printed _____

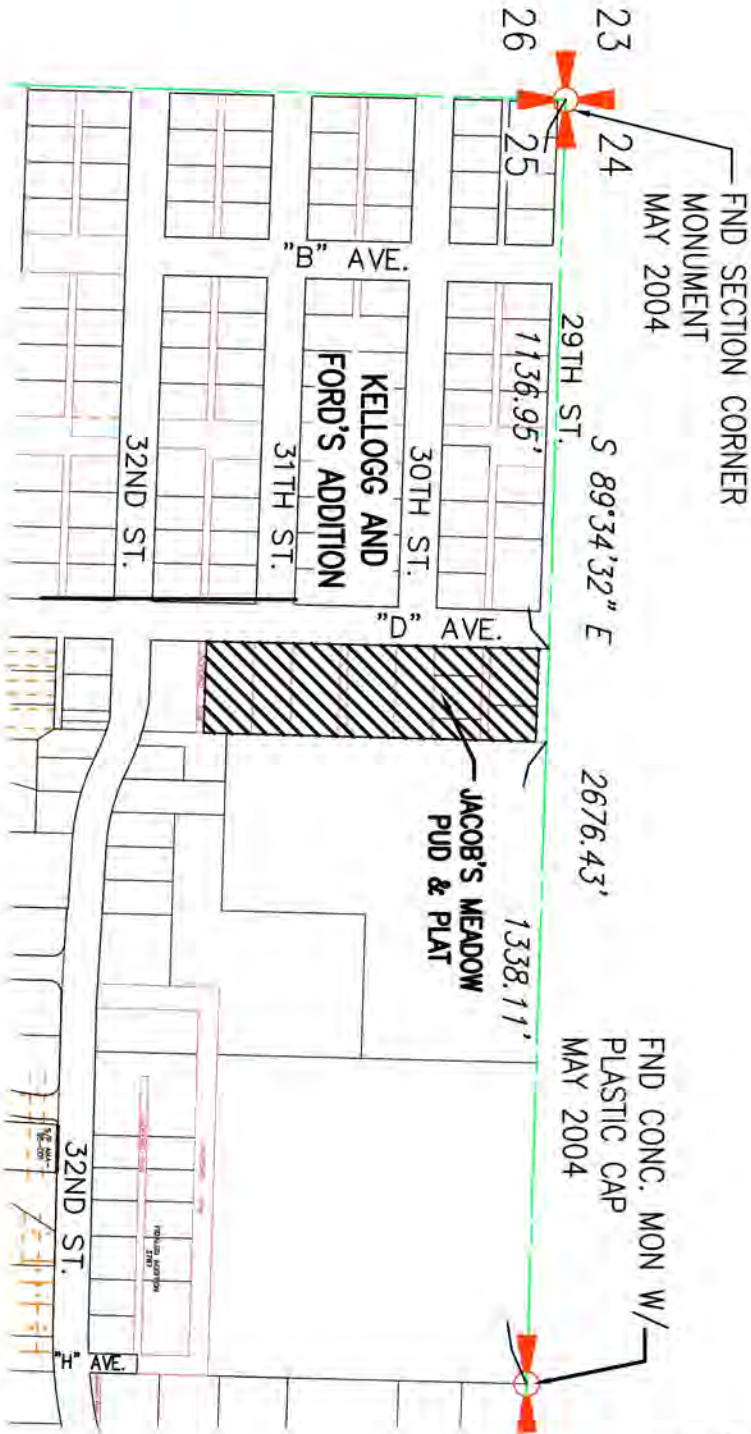
Residing at _____

My commissions expires _____

NOTES

- Subject to Declaration of Covenants, Conditions, Restrictions, (CC&R's), recorded under: _____
- The PUD reference number PUD-2011-0001 and approved on July 16, 2012, shall be included in all deeds and contracts.

AFN _____



SECTION 25 TOWNSHIP
35N, RANGE 1 EAST, W.M.

SCALE: NONE

REPLAT OF BLOCKS 4, 5, & 12 OF THE
KELLOGG & FORD'S ADDITION TO
ANACORTES

SURVEYORS CERTIFICATE

I hereby certify that the Jacob's Meadow Plat & PUD is based upon an actual survey and subdivision performed by me or under my supervision of Section 22, Township 35 North, Range 1 East, W.M.; the plat is a true and correct representation of the land actually surveyed; that the courses and distances are shown correctly on the ground; and that I have complied with the provisions of the statutes and plating regulations and that permanent control monuments have been established at each and every controlling corner of the parcel of land being subdivided.

DALE K. HERRIGSTAD, P.L.S. Certificate No. 27807

Date _____

OWNER/DEVELOPER
JETER FAMILY TRUST
1104 COMMERCIAL AVE, PMB 1112
ANACORTES, WA 98221

LAND SURVEYOR
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221

SHEET 1 OF 4



PUD-2011-0001

PW #12-016-DEV

DWN BY: DKH
DATE: APRIL 2017

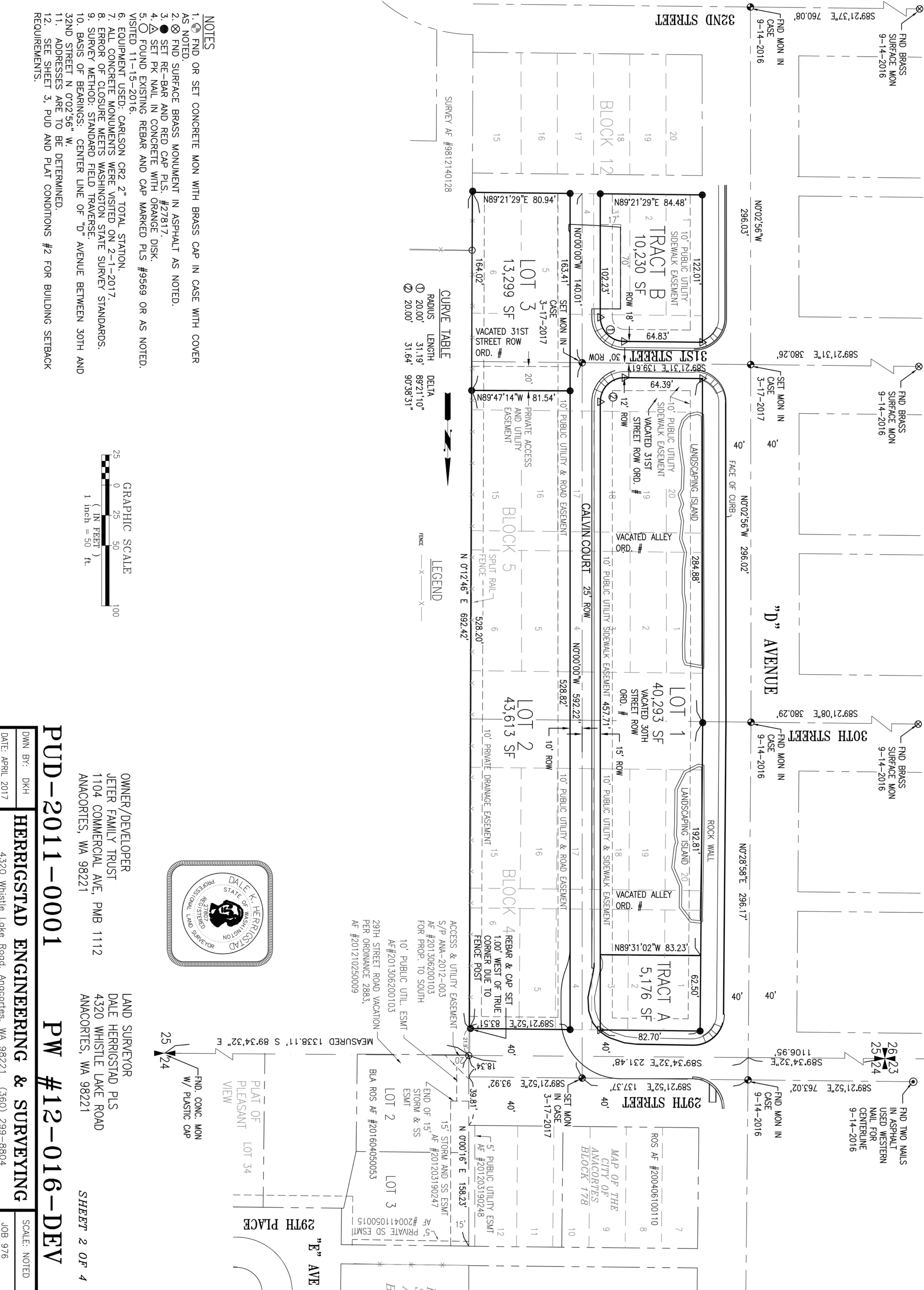
HERRIGSTAD ENGINEERING & SURVEYING

4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED

JOB 976

JACOB'S MEADOW PLAT & PUD
SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON



- NOTES**
1. FND OR SET CONCRETE MON WITH BRASS CAP IN CASE WITH COVER AS NOTED.
 2. FND SURFACE BRASS MONUMENT IN ASPHALT AS NOTED.
 3. SET RE-BAR AND RED CAP PLS. #27817.
 4. SET PK NAIL IN CONCRETE WITH ORANGE DISK.
 5. FOUND EXISTING REBAR AND CAP MARKED PLS #9569 OR AS NOTED. VISITED 11-15-2016.
 6. EQUIPMENT USED: CARLSON CR2 2" TOTAL STATION.
 7. ALL CONCRETE MONUMENTS WERE VISITED ON 2-1-2017.
 8. ERROR OF CLOSURE MEETS WASHINGTON STATE SURVEY STANDARDS.
 9. SURVEY METHOD: STANDARD FIELD TRAVERSE.
 10. BASIS OF BEARINGS: CENTER LINE OF "D" AVENUE BETWEEN 30TH AND 32ND STREET N 0°02'56" W.
 11. ADDRESSES ARE TO BE DETERMINED.
 12. SEE SHEET 3, PUD AND PLAT CONDITIONS #2 FOR BUILDING SETBACK REQUIREMENTS.

OWNER/DEVELOPER
JETER FAMILY TRUST
1104 COMMERCIAL AVE, PMB 1112
ANACORTES, WA 98221

LAND SURVEYOR
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221

SHEET 2 OF 4



JACOB'S MEADOW PLAT & PUD
SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON

PUD AND PLAT CONDITIONS

JACOB'S MEADOW PLAT & PUD
PUD-2011-0001
DECISION APPROVED JULY 16, 2012.

1. Direct access to D Avenue from any lot or unit within the development shall be prohibited.
2. There shall be no parking permitted on any portion of the public street located within the development and shall be demarcated on-site.
3. The following minimum building setbacks shall be observed within the development:

Front: 10-feet, with garages maintaining a minimum of 20-feet between the face of the garage and the front property line;
Interior side: A minimum of 5-feet on one side and no less than 15-feet on both sides combined, except that in no instance shall a setback adjacent to a street be less than 10-feet;

Rear: 20-feet;
Structure separation: 10-feet

4. The proposed open space and park tracts shall be owned and maintained by the property owner, property owner's association, successors or assigns and shall be available for public use.
5. The split rail fence along the entire east property line shall be owned and maintained in perpetuity by the Homeowner's association. Individual units / residences may construct solid fencing to enclose yard areas provided corridors allowing for wildlife passage through the development between D Avenue and the parcel to the east (Mehler) are maintained (including at minimum at the 20' access easement location).
6. Private utilities shall be owned and maintained by the property owner, property owner's association, successors or assigns in a manner to ensure their functioning consistent with applicable regulations.
7. The units / residences in this subdivision are subject to applicable water, sewer, and storm water general facility and hookup fees and fire, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect; sewer and water latecomer charges may be payable. The units / residences individual building permits are not subject to a traffic impact fee due to the constructed crosswalk across "D" Avenue at 29th Street as provided for in Plat Condition 11.
8. Landscaping around each unit / residence shall be installed prior to final occupancy and the maintenance shall be the responsibility of the homeowner except for as provided in the CC&Rs.
9. There may not be a net increase in impervious surface above the limits listed on sheet 4 without the prior approval by the Director of Planning, Community & Economic Development Department. The Director may require an analysis prepared by a professional engineer to determine compliance with minimum stormwater requirements.
10. Any further division of any of the lots or tracts into separate lots of record requires subdivision review by the City of Anacortes.

UTILITY and ACCESS EASEMENTS & DEDICATIONS

1. An easement is hereby reserved for and conveyed to the CITY OF ANACORTES, PUGET SOUND ENERGY INC.(A.F. NO. 201605090106), FRONTIER COMMUNICATIONS TELEPHONE COMPANY, CASCADE NATURAL GAS COMPANY, AND COMCAST CABLE TELEVISION COMPANY and their respective successors and assigns under and upon the front ten (10) feet, or as shown on the plat, of front boundary lines all lots, tracts and spaces within the plot lying parallel with and adjoining all public street(s), as shown on the plat, in which to construct, operate, maintain, repair, replace and enlarge underground pipes, conduits, cables and wires all necessary or convenient underground or ground mounted appurtenances thereto for the purpose of serving this subdivision and other property with electric, gas, telephone and other utility service, together with the right to enter upon the streets, lots, tracts and spaces at all times for the purposes herein stated.
2. A 10 foot Public Road & Utility Easement is conveyed to the City of Anacortes for repair and maintenance of the road, curb and gutter upon the front ten (10) feet as shown on the Plat along the east side of Calvin Court.
3. A 10 foot Public Sidewalk Easement is conveyed to the City of Anacortes for repair and maintenance of the concrete sidewalk upon the front ten (10) feet as shown on the Plat along the west side of Calvin Court and the north and south side of 31st Street.
4. A 20 foot private access and utility easement on and across Lot 3 as shown on the face of the plat is for one single family home bordering the southern boundary of the plat and is hereby reserved for and conveyed to parcel P32193 in which to construct, operate, maintain, repair, replace and enlarge underground pipes for the purpose of serving the parcel. The maintenance of the improvements to the easement will be the responsibility of and shared by the benefiting lots.
5. Tract A is hereby dedicated to the Jacob's Meadow Homeowners Association for the purposes of a Community Park to be maintained by the Homeowners Association.
6. Landscaping Islands and associated retaining walls will be the responsibility of the Jacob's Meadow Homeowners Association per AF #-----.
7. Tract B will remain in private ownership. At the time of this plat the zoning allowed for 4-units per acre. The total site area including 1/2 of the adjoining right-of-way for density calculations is 3.864 acres allowing 15.45 units. 15 units were approved.
8. A 1,190 square foot (17' x 70') Private Parking Easement on Tract B as shown on the face of the Plat is hereby conveyed to the Jacob's Meadow Homeowners Association for parking purposes by the homeowners and the maintenance is the responsibility of the Jacob's Meadow Homeowners Association.
9. A 10' private storm drainage on and across the east boundary of Lot 2 and Lot 3 benefiting and the maintenance responsibility for the unit / residence owners for which it serves.

LEGAL DESCRIPTION

PARCEL A: Lots 1 through 6, Block 5, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

PARCEL B: Lots 15 through 20, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

PARCEL C: Lots 1 through 6, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington; All situated in Skagit County, Washington.

PARCEL D: Lots 1 through 6, inclusive, Block 12, and Lots 15 through 20, inclusive, Block 5, KELLOGG AND FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington; Situated in Skagit County, Washington.



OWNER/DEVELOPER
JETER FAMILY TRUST
1104 COMMERCIAL AVE, PMB 1112
ANACORTES, WA 98221

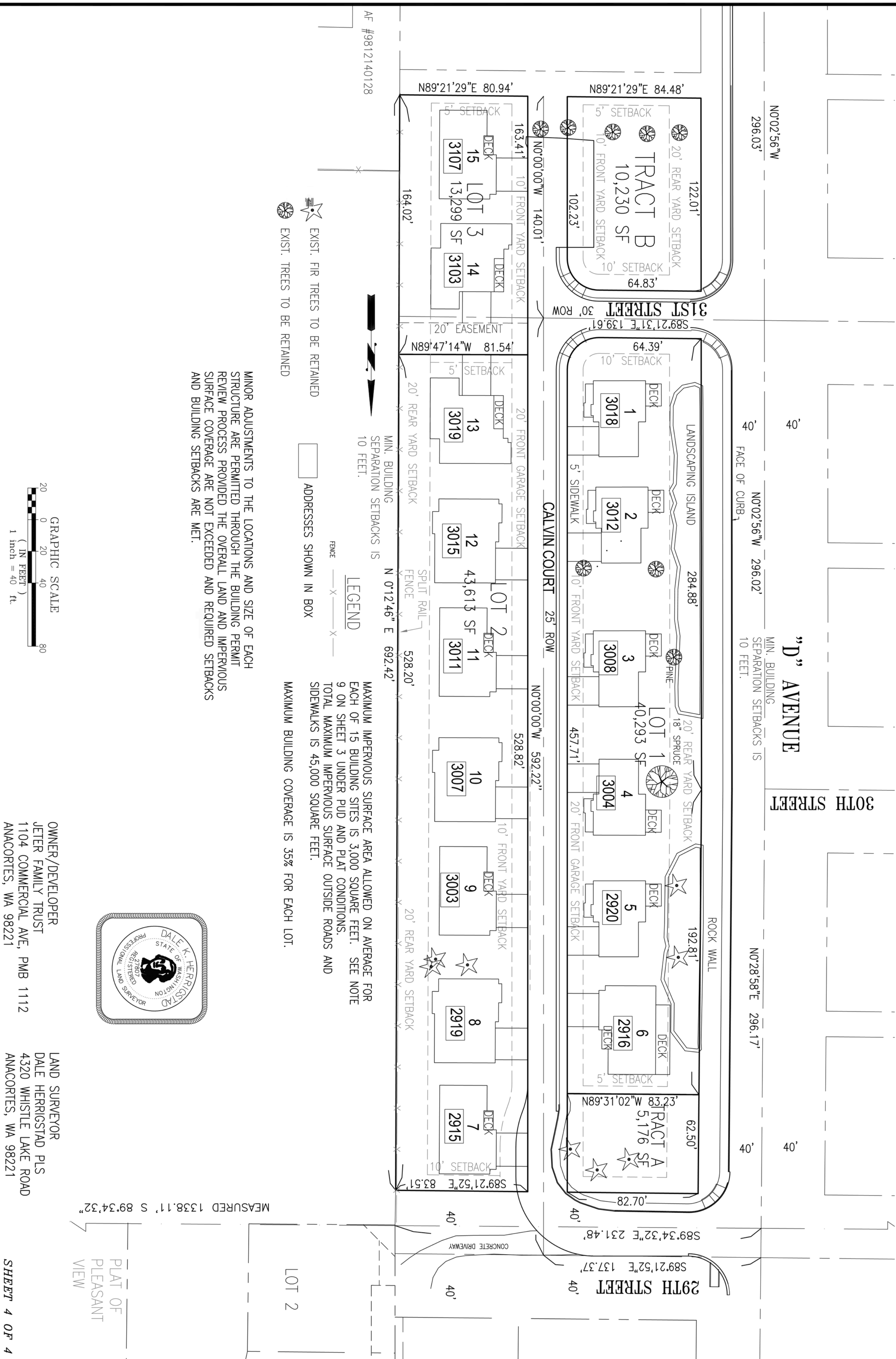
LAND SURVEYOR
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221

SHEET 3 OF 4

PUD-2011-0001 PW #12-016-DEV

DWN BY: DKH	HERRIGSTAD ENGINEERING & SURVEYING	SCALE: NOTED
DATE: APRIL 2017		JOB 976
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804		

SECTION 25, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON



LAND SURVEYOR
DALE HERRIGSTAD PLS
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221

SHEET 4 OF 4

PUD-2011-0001	PW #12-016-DEV
---------------	----------------

DWN BY: DKH	SCALE: NOTED
HERRIGSTAD ENGINEERING & SURVEYING 4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804 DATE: APRIL 2017 JOB 976	



ANACORTES PUBLIC WORKS DEPARTMENT

Eric Shjarback, City Engineer
P.O. BOX 547, ANACORTES, WA 98221
E-MAIL: erics@cityofanacortes.org

Desk: 360.299.1980
FAX(360) 293-1938

Memo

Date: May 11, 2017

To: Kevin Cricchio, Associate Planner

From: Eric Shjarback, P.E., City Engineer

Re: Final Replat & PUD application, Jacob's Meadow (PUD-2011-0001); Vacation Compensation

The City of Anacortes Engineering Department has had the opportunity to review the appraisal report of right of way from Northwest Real Estate Valuation, LLC, dated August 7, 2015, for Jacob's Meadow Plat.

The opinion of market value of \$5 per square feet appears to be an accurate and reasonable value for the right of way to be vacated and also for the land to be dedicated for right of way.

The total right of way vacation (36,822 sf) less the total road dedication (20,019 sf) comes to a net 16,803 sf of right of way vacation. At the rate of \$5/sf this totals \$84,015.

Per [AMC 12.50.130\(A\)](#) 75% of the full fair market value of the area to be vacated is to be paid for the vacation.

Using the code to calculate the final compensation we have $\$84,015 \times 75\% = \textbf{\$63,011}$.

ES/es



ANACORTES PUBLIC WORKS DEPARTMENT

Steven Lange, Project Manager

P.O. BOX 547, ANACORTES, WA 98221

E-MAIL: stevel@cityofanacortes.org

PH(360) 293-1920

FAX(360) 293-1938

Memo

ATTACHMENT 5

Date: May 2, 2017

To: Don Measamer, Planning Director

From: Steven Lange

Subject: Cash In-lieu of Improvements – Detention Pond – Jacobs Meadow (PW#12-016-DEV)

cc: Eric Shjarback, Fred Buckenmeyer, Libby Grage

This memo is regarding the improvements to the Pleasant Slope Detention Pond required by the Jacobs Meadow Planned Unit Development.

The City of Anacortes Public Works Department has developed a plan for maintaining City owned detention facilities. We are requesting that the developer provide a cash in-lieu of improvements in the amount of \$8,950.00. See attached Pond Excavation Breakdown provided by the Developer.

The City of Anacortes Public Works Department will include this extra excavation when the pond is maintained per the City Pond Maintenance Schedule.

Thanks,

A handwritten signature in blue ink, appearing to read "Steven Lange".

Steven Lange
Project Manager



- Water • Wastewater • Streets • Storm Drainage • Engineering • Solid Waste
- Transportation • Equipment • Capital Projects • Development Services

Measamer, Don

From: Russ Jeter <russjeter@wavecable.com>
Sent: Monday, April 10, 2017 10:53 AM
To: Measamer, Don
Cc: Dale Herrigstad; Russ Jeter
Subject: Fwd: Pond excavation for Jacobs Meadows

n; margin-bottom:.0001pt; font-size:11.0pt; font-family:"Calibri",sans-serif;} a:link, span.MsoHyperlink {mso-style-priority:99; color:#0563C1; text-decoration:underline;} a:visited, span.MsoHyperlinkFollowed {mso-style-priority:99; color:#954F72; text-decoration:underline;} span.EmailStyle17 {mso-style-type:personal-compose; font-family:"Calibri",sans-serif; color:windowtext;} .MsoChpDefault {mso-style-type:export-only; font-family:"Calibri",sans-serif;} @page WordSection1 {size:8.5in 11.0in; margin:1.0in 1.0in 1.0in 1.0in;} div.WordSection1 {page:WordSection1;} -->

Russ,

Here is the pond excavation breakdown.

Excavator:	\$175 per hour	24 hours	\$4200.00
Dump Trucks:	\$110 per hour	32 hours	\$3250.00
Grade checker:	\$62.5 per hour	24 hours	\$1500.00
Total			\$8950.00

Ben Honea

Washington Excavation & Septic LLC

Washington Generator Service LLC

P.O. Box 676

Sedro Woolley, WA 98284

360-466-8886

ben@washex.net



ANACORTES PUBLIC WORKS DEPARTMENT

Steven Lange, Project Manager

P.O. BOX 547, ANACORTES, WA 98221

E-MAIL: stevel@cityofanacortes.org

PH(360) 661.3468

FAX(360) 293-1938

Memo

ATTACHMENT 6

Date: April 26, 2017

To: Rick Jeter, Owner/Developer

From: Steven Lange

Subject: Updated Deficiency List – Site Visit – Jacobs Meadow P.U.D (PW#12-016-DEV)

cc: Fred Buckenmeyer, Eric Shjarback, Don Measamer, Sandi Andersen, Libby Grage

Here is a revised deficiency list for the Jacobs Meadow PUD as of April 26, 2017.

STORM DRAINAGE:

- ◇ Upsize the detention pond at 27th Place, per the Civil Plans. (Facts and Finding #14)

GENERAL DEVELOPMENT:

- ◇ Install Landscaping. (Facts and Finding #17).

REQUIRED SUBMITTAL CHECKLIST OTHER ITEMS:

Final Plat Approval Phase: Work with Planning Department

- ◇ Provide verification of construction cost. This document is used to establish the 2-year Maintenance Bond. The Maintenance Bond is 10% of the Construction Costs.
- ◇ Provide a 2-year Maintenance Bond. If there is a Performance Bond in place, the 2-year Maintenance Bond does not take effect until the Performance Bond are completed and accepted by the City of Anacortes.

If you have any questions regarding this, please contact Steven Lange at 360.661-3468.

Thank you,

A handwritten signature in blue ink, appearing to read "Steve Lange".

Steve Lange

HERRIGSTAD ENGINEERING & SURVEYING

Civil Engineering & Surveying

4320 Whistle Lake Road
Anacortes, WA 98221

Dale Herrigstad, P.E., P.L.S.
(360) 299-8804 Phone

April 4, 2017

Anacortes Planning, Community & Economic Development
904 6th Street
Anacortes, WA 98221

Subject: Jacob's Meadows P.U.D. Findings and Facts Narrative response.

The following conditions of approval were approved by the city council on July 16, 2012.
The following is how each condition has been met:

1. A clearing and grading plan consistent with city requirements shall be submitted by the applicant for review and approval by the Public Works and Building Departments prior to commencement of site construction activities. (MDNS #1)
Completed.
2. A Large Parcel Storm water Plan and Water Quality Plan consistent "With city requirements shall be submitted by the applicant for review and approval by the Public Works and Building Departments prior to commencement of site construction activities. Construction activities may require an NPDES Construction Storm water Permit issued by the Department of Ecology prior to construction. It is the applicant's responsibility to contact the Department of Ecology. (MDNS #2)
Completed.
3. Dust control measures shall be provided during site construction activities as required by the Public Work<; and Building Departments. (MONS #3)
Completed.
4. The applicant shall immediately contact the Washington State Department of Archaeology & Historic Preservation and affected Tribes if any items of cultural or historic significance are encountered during construction activities. Work shall be immediately halted within the area and a large enough perimeter established in order to maintain the integrity of the site. (J\IDNS #4)
Completed.
5. D Avenue frontage improvements shall include sidewalk, curb, gutter and storm water facilities along the entire project frontage and the sidewalk extended to connect to the existing sidewalk south of the site, as determined by the Public Works Department. CMDNS #5)
Completed.
6. Preliminary subdivision and Planned Unit Development approval authorizes the applicant to proceed with application for necessary permits to construct required improvements and to prepare construction drawings in accordance 'with the determinations made and conditions imposed. The scope of this permit is not to exceed that as set out in Exhibit 5a.
Completed.
7. Internal project streets shall be constructed to the following standards:
New north/south internal public road: Minimum 25' wide ROW with a 5' \wide ADA compliant sidewalk on one side, rolled curb on both sides, and storm water facilities as required by the Public Works Director.
31st Street: Minimum 30' wide ROW with 5' wide ADA-compliant sidewalks, on both sides and storm water facilities as required by the Public Works Director.
29th Street: Minimum 28' of pavement and 5' sidewalk on the south side of the right-of-way, and storm water facilities as required by the Public Works Director.
Completed.
8. Direct access to D Avenue from any lot or unit within the development shall be prohibited. A note to this effect shall be recorded on the final plat map.
Added to notes on Sheet 3 of Plat map.
9. There shall be no parking permitted on any portion of the public street located within the development and shall be demarcated on-site. A note to this effect shall be recorded on the final plat map.

Added to notes on Sheet 3 of Plat map.

10. The following minimum building setbacks shall be observed within the development:

Front: 10-feet, with garages maintaining a minimum of 20-feet between the face of the garage and the front property line;

Interior side: A minimum of 5-feet on one side and no less than 15-feet on both sides combined, except that in no instance shall a setback adjacent to a street be less than 10-feet;

Rear: 20-feet;

Structure separation: 10-feet

Added to notes on Sheet 3 of Plat map.

11. In-lieu of the applicant paying Traffic Impact Fees, that applicant shall contribute and construct at 29th Street and D Avenue, a Thermoplastic crosswalk with pedestrian push button actuated LED crosswalk lights.

Completed.

12. The proposed open space and park tracts shall be owned and maintained by the property owner, property owner's association, successors or assigns and shall be available for public use. A note to this effect shall be recorded on the final plat map.

Added to notes on Sheet 3 of Plat map.

13. Appropriate solid fencing behind residences along the east property line and split rail fencing to provide safe passage of wildlife to the North Park and the South open space corridors. A note to this effect shall be recorded on the final plat.

Added to notes on Sheet 3 of Plat map.

14. Improvements needed to accommodate additional storage/treatment at the Pleasant Slope detention pond shall be approved by the Public Works Department and constructed at the expense of the applicant prior to other work beginning.

A bond will be provided at this time due to unfavorable conditions for excavating the pond for a few months.

15. An appraisal of the value of the portion of right-of-way vacated in excess of that which is dedicated shall be secured by the applicant for review and approval by City Council prior to final plat /PUD approval. Compensation shall be paid to the City prior to recording of the plat /PUD.

Completed.

16. Private utilities shall be owned and maintained by the property owner, property owner's association, successors or assigns in a manner to ensure their functioning consistent with applicable regulations. A note to this effect shall be recorded on the final plat map.

Added to notes on Sheet 3 of Plat map.

17. A final landscape and tree preservation plan consistent with Chapters 17.41 and 16.50 AMC shall be submitted for review and approval prior to construction plan approval. Landscaping shall be installed prior to insurance of the first building permit, unless bonding of the improvements is approved by the City.

The landscaping plan is in process.

18. Engineering and Inspection fees in the amount of \$500 plus 2% of the total construction cost shall be due at or before the mandatory pre-construction conference. No construction activity is allowed until construction plans are approved, fees have been paid and the pre-construction conference completed. Prior to Final plat PUD approval, all infrastructure improvements shall be completed as required by the City Public Works Director.

Completed.

19. Mailbox locations shall be reviewed and approved by the City Public Works Department.

Completed

20. Fire hydrants are to be located as approved by the City Fire Chief. fire flow shall be addressed in a manner acceptable to the Fire Chief and to the Public Works Department.

Completed.

21. The lots in this subdivision are subject to applicable water, sewer, and storm water general facility and hookup fees and transportation, fire, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect; sewer and water latecomer charges may be payable. A note to this effect shall be recorded on the final plat map.

Added to notes on Sheet 3 of Plat map.

22. The applicant shall be responsible for reimbursement to the City for the cost of posting, mailing and publication of the public hearing for this proposal. Payment shall be made prior to construction plan approval.

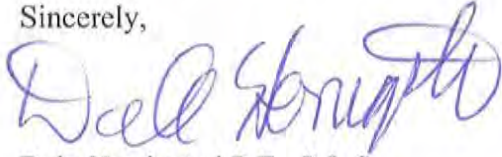
Completed?

23. Provide a 20-foot access and utility easement/tract from Calvin Court to the east property line within the vacated 31st Street corridor.

Included on sheet 2 and notes on sheet 3.

Please let me know if you need anymore information but this should complete the submittal requirements.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dale Herrigstad", with a stylized, cursive script.

Dale Herrigstad P.E., P.L.S.

Email - dale@herrigstad.com

ATTACHMENT 8

HERRIGSTAD ENGINEERING & SURVEYING

Civil Engineering and Surveying

4320 Whistle Lake Road
Anacortes, WA 98221

Dale Herrigstad, P.E., P.L.S.
(360) 299-8804 Phone

April 4, 2017

Jacob's Meadow Plat & PUD CLOSURE REPORT

LOT 1

Polyline Report

Tue Apr 04 13:09:25 2017

Bearing Distance

Radius: 20.000 Chord: 28.443 Degree: 286°28'44" Dir: Left

Length: 31.641 Delta: 90°38'39" Tangent: 20.226

Chord BRG: S 44°40'41" E Rad-In: S 89°21'21" E Rad-Out: N 00°00'00" W

Radius Point: 4968.200, 4885.698

N 90°00'00" E 457.707

N 00°28'58" E 83.228

N 89°31'02" W 192.809

S 89°57'04" W 284.880

S 00°38'39" W 64.386

Closure Error Distance > 0.00000

Total Distance > 1114.651

Polyline Area: 40263.0 sq ft, 0.9 acres

LOT 2

Polyline Report

Tue Apr 04 13:09:45 2017

Bearing Distance

S 00°12'46" W 81.540

S 89°47'14" E 528.199

N 00°38'08" E 83.506

S 90°00'00" W 528.818

Closure Error Distance > 0.00000

Total Distance > 1222.063

Polyline Area: 43613.1 sq ft, 1.0 acres

LOT 3

Polyline Report

Tue Apr 04 13:09:57 2017

Bearing Distance
S 89°47'14" E 164.015
N 00°12'46" E 81.540
S 90°00'00" W 163.410
S 00°38'31" W 80.935

Closure Error Distance> 0.00000
Total Distance> 489.900
Polyline Area: 13299.3 sq ft, 0.3 acres

TRACT A

Polyline Report

Tue Apr 04 13:10:06 2017

Bearing Distance
N 00°28'58" E 83.228
S 89°31'02" E 62.502
S 00°38'08" W 82.704
N 90°00'00" W 62.284

Closure Error Distance> 0.00000
Total Distance> 290.718
Polyline Area: 5176.4 sq ft, 0.1 acres

TRACT B

Polyline Report

Tue Apr 04 13:10:16 2017

Bearing Distance
S 89°57'04" W 122.012
S 00°38'31" W 84.482
N 90°00'00" E 102.231

Radius: 20.000 Chord: 28.125 Degree: 286°28'44" Dir: Left
Length: 31.191 Delta: 89°21'21" Tangent: 19.776
Chord BRG: N 45°19'19" E Rad-In: N 00°00'00" W Rad-Out: N 89°21'21" W
Radius Point: 4968.200,4815.693
N 00°38'39" E 64.829

Closure Error Distance> 0.01932 Error Bearing> S 00°38'39" W
Closure Precision> 1 in 20945.6 Total Distance> 404.745
Polyline Area: 10229.7 sq ft, 0.2 acres

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By agent:

**CHICAGO TITLE**

COMPANY OF WASHINGTON

Commitment Number:

620030393

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Chicago Title Insurance Company

By:

President

Attest:

Secretary

Countersigned By:

Authorized Officer or Agent**Copyright American Land Title Association. All rights reserved.**

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ALTA Commitment (Adopted: 06.17.2006)

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ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Residential Unit Chicago Title Company of Washington 425 Commercial Mount Vernon, WA 98273 Phone: (877)602-2190 Fax: (866)827-8844 Main Phone: (425)258-3683 Email: snotitle@ctt.com	Escrow Officer: Kelli Moquin Chicago Title of Washington 1835 Barkley Boulevard #105 Bellingham, WA 98225 Phone: (360)734-7000 Fax: (360)734-7025 Main Phone: (360)734-7000 Email: kelli.moquin@ctt.com

SCHEDULE A**ORDER NO. 620030393**

1. Effective Date: March 16, 2017 at 08:00 AM
2. Policy or Policies to be issued:
 - a. ALTA Loan Policy 2006

Proposed Insured:	A & A Capital LLC		
Policy Amount:	\$2,000,000.00		
Premium:		\$	1,501.00
Tax:		\$	127.59
Rate:	STANDARD		
Discount(s):	REORG		
Total:		\$	1,628.59
3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple
4. Title to the estate or interest in the land is at the Effective Date vested in:

Russell D. Jeter, Trustee of the R. Jeter Family Trust, dated January 29, 1999

SCHEDULE A

(continued)

5. The land referred to in this Commitment is described as follows:

For APN/Parcel ID(s): P57757 3800-012-006-0005, P57698 / 3800-004-004-0004, P57699 / 3800-004-005-0003, P57700 / 3800-004-018-0008, P57701 / 3800-004-020-0004, P57702 / 3800-005-006-0009 and P57703 / 3800-005-020-0001

PARCEL A:

Lots 1 through 6, Block 5, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

PARCEL B:

Lots 15 through 20, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

PARCEL C:

Lots 1 through 6, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

All situated in Skagit County, Washington.

PARCEL D:

Lots 1 through 6, inclusive, Block 12, and Lots 15 through 20, inclusive, Block 5, KELLOGG AND FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

Situated in Skagit County, Washington.

END OF SCHEDULE A

SCHEDULE B

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

GENERAL EXCEPTIONS

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

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SCHEDULE B
(continued)

SPECIAL EXCEPTIONS

1. Agreements, if any, related to future assessment obligations not yet due and payable, which appear in the public records.
2. Covenants, conditions, restrictions and/or declarations affecting title, or violations thereof, if any, which appear in the public records or are shown on any recorded subdivision map or survey, but omitting any covenants or restrictions, if any, including but not limited to those based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, or national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
3. Easements or encroachments, if any, which appear in the public records or are shown on any recorded subdivision map or survey.
4. Any reservation or conveyance of minerals, gas, oil, sand, gravel, timber, water rights, geothermal energy, or rights related thereto, including leases of said interests, which appear in the public records.
5. **The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.**
6. A claim of mechanic's lien or materialman's lien

Claimant:	Backstom Curb & Sidewalk
Against:	Jeter Family Trust
Amount:	\$34,428.54
Work Commenced or Materials Delivered:	May 10, 2016
Recording Date:	July 25, 2016
Recording No.:	201607250122
7. City, county or local improvement district assessments, if any.
8. Assessments, if any, levied by City or Anacortes.

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SCHEDULE B

(continued)

9. 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):

Year: 2017
Tax Account No.: P57757 / 3800-012-006-0005
Tax Code/Located In: 0900
Assessed Value: \$93,300.00

General and Special Taxes: Billed: \$888.42, Full Year
Paid: \$0.00
Unpaid: \$888.42

10. 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):

Year: 2017
Tax Account No.: P57698 / 3800-004-004-0004
Tax Code/Located In: 0900
Assessed Value: \$89,200.00

General and Special Taxes: Billed: \$849.36, Full Year
Paid: \$0.00
Unpaid: \$849.36

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

11. 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):

Year: 2017
Tax Account No.: P57699 / 3800-004-005-0003
Tax Code/Located In: 0900
Assessed Value: \$81,100.00

General and Special Taxes: Billed: \$772.23, Full Year
Paid: \$0.00
Unpaid: \$772.23

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

SCHEDULE B

(continued)

12. 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):

Year: 2017
Tax Account No.: P57700 / 3800-004-018-0008
Tax Code/Located In: 0900
Assessed Value: \$89,200.00

General and Special Taxes: Billed: \$849.36, Full Year
Paid: \$0.00
Unpaid: \$849.36

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

13. 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):

Year: 2017
Tax Account No.: P57701 / 3800-004-020-0004
Tax Code/Located In: 0900
Assessed Value: \$81,100.00

General and Special Taxes: Billed: \$772.23, Full Year
Paid: \$0.00
Unpaid: \$772.23

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

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):

Year: 2017
Tax Account No.: P57702 / 3800-005-006-0009
Tax Code/Located In: 0900
Assessed Value: \$103,600.00

General and Special Taxes: Billed: \$986.49, Full Year
Paid: \$0.00
Unpaid: \$986.49

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

SCHEDULE B

(continued)

15. 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):

Year: 2017
Tax Account No.: P57703 / 3800-005-020-0001
Tax Code/Located In: 0900
Assessed Value: \$93,300.00

General and Special Taxes: Billed: \$888.42, Full Year
Paid: \$0.00
Unpaid: \$888.42

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

16. Terms, powers, conditions, and limitations of the trust under which title is held.

The Company will require a copy of any **amendments** thereto for review.

If the property which is the subject of this transaction constitutes more than 25 percent of the net fair market value of the trust principal, proof must be furnished to the Company that the trustee has complied with the 20 day notice to the beneficiaries of the nature and terms of the intended transaction as provided in RCW 11.100.140.

The Company reserves the right to add additional items/exceptions or make further requirements after review of the requested documentation.

17. Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the seller/borrower must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

END OF EXCEPTIONS**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

Note A: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

3001 D Avenue
Anacortes, WA 98221

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SCHEDULE B

(continued)

Note B: Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

PTN BLKS 4, 5 AND 12 KELLOGG & FORD ADD TO ANACORTES
Tax Account No.: P57698 / 3800-004-004-0004, P57699 / 3800-004-005-0003, P57700 /
3800-004-018-0008, P57701 / 3800-004-020-0004, P57702 / 3800-005-006-0009, P57703 /
3800-005-020-0001 and P57757 3800-012-006-0005

Note C: Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.

Note D: Note: Examination of the Public Records discloses no judgments or other matters pending against the name of the vested owner.

Note E: Note: To Release a recording, please email WA-CTI-SkagitRecordings@ctt.com or Call 360-424-1700

Please send recordings to:
Recording Dept.
425 Commercial St.
Mt. Vernon, WA 98273

Note F: Effective October 1, 2014 Chicago Title Company offices in Washington are charging actual recording fees. A fee schedule for Skagit County is available at <http://www.skagitcounty.net/auditorrecording/html/recordingfees.htm>

Note G: Note: The Skagit County Courthouse will be closed on the dates shown below which will prohibit the recording of documents on those dates (2017):

January 2
January 16
February 20
May 29
July 4
September 4
November 10
November 23 & 24
December 25

Note H: Note: Any map furnished with this Commitment is for convenience in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of reliance thereon.

END OF NOTES**END OF SCHEDULE B**

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CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

END OF CONDITIONS

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RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

**A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

Additional Pages:

1" top, side and bottom margins containing no markings or seals.

All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.

**FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE**

Effective: May 1, 2015; Last Updated: March 1, 2017

At Fidelity National Financial, Inc., we respect and believe it is important to protect the privacy of consumers and our customers. This Privacy Notice explains how we collect, use, and protect any information that we collect from you, when and to whom we disclose such information, and the choices you have about the use of that information. A summary of the Privacy Notice is below, and we encourage you to review the entirety of the Privacy Notice following this summary. You can opt-out of certain disclosures by following our opt-out procedure set forth at the end of this Privacy Notice.

<u>Types of Information Collected.</u> You may provide us with certain personal information about you, like your contact information, address demographic information, social security number (SSN), driver's license, passport, other government ID numbers and/or financial information. We may also receive browsing information from your Internet browser, computer and/or mobile device if you visit or use our websites or applications.	<u>How Information is Collected.</u> We may collect personal information from you via applications, forms, and correspondence we receive from you and others related to our transactions with you. When you visit our websites from your computer or mobile device, we automatically collect and store certain information available to us through your Internet browser or computer equipment to optimize your website experience.
<u>Use of Collected Information.</u> We request and use your personal information to provide products and services to you, to improve our products and services, and to communicate with you about these products and services. We may also share your contact information with our affiliates for marketing purposes.	<u>When Information Is Disclosed.</u> We may disclose your information to our affiliates and/or nonaffiliated parties providing services for you or us, to law enforcement agencies or governmental authorities, as required by law, and to parties whose interest in title must be determined.
<u>Choices With Your Information.</u> Your decision to submit information to us is entirely up to you. You can opt-out of certain disclosure or use of your information or choose to not provide any personal information to us.	<u>Information From Children.</u> We do not knowingly collect information from children who are under the age of 13, and our website is not intended to attract children.
<u>Privacy Outside the Website.</u> We are not responsible for the privacy practices of third parties, even if our website links to those parties' websites.	<u>International Users.</u> By providing us with your information, you consent to its transfer, processing and storage outside of your country of residence, as well as the fact that we will handle such information consistent with this Privacy Notice.
<u>The California Online Privacy Protection Act.</u> Some FNF companies provide services to mortgage loan servicers and, in some cases, their websites collect information on behalf of mortgage loan servicers. The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through those websites.	
<u>Your Consent To This Privacy Notice.</u> By submitting information to us or by using our website, you are accepting and agreeing to the terms of this Privacy Notice.	<u>Access and Correction; Contact Us.</u> If you desire to contact us regarding this notice or your information, please contact us at privacy@fnf.com or as directed at the end of this Privacy Notice.

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective: May 1, 2015; Last Updated: March 1, 2017

Fidelity National Financial, Inc. and its majority-owned subsidiary companies providing title insurance, real estate- and loan-related services (collectively, "FNF", "our" or "we") respect and are committed to protecting your privacy. We will take reasonable steps to ensure that your Personal Information and Browsing Information will only be used in compliance with this Privacy Notice and applicable laws. This Privacy Notice is only in effect for Personal Information and Browsing Information collected and/or owned by or on behalf of FNF, including Personal Information and Browsing Information collected through any FNF website, online service or application (collectively, the "Website").

Types of Information Collected

We may collect two types of information from you: Personal Information and Browsing Information.

Personal Information. FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- social security number (SSN), driver's license, passport, and other government ID numbers;
- financial account information; and
- other personal information needed from you to provide title insurance, real estate- and loan-related services to you.

Browsing Information. FNF may collect the following categories of Browsing Information:

- Internet Protocol (or IP) address or device ID/UDID, protocol and sequence information;
- browser language and type;
- domain name system requests;
- browsing history, such as time spent at a domain, time and date of your visit and number of clicks;
- http headers, application client and server banners; and
- operating system and fingerprinting data.

How Information is Collected

In the course of our business, we may collect *Personal Information* about you from the following sources:

- applications or other forms we receive from you or your authorized representative;
- the correspondence you and others send to us;
- information we receive through the Website;
- information about your transactions with, or services performed by, us, our affiliates or nonaffiliated third parties; and
- information from consumer or other reporting agencies and public records maintained by governmental entities that we obtain directly from those entities, our affiliates or others.

If you visit or use our Website, we may collect *Browsing Information* from you as follows:

- **Browser Log Files.** Our servers automatically log each visitor to the Website and collect and record certain browsing information about each visitor. The Browsing Information includes generic information and reveals nothing personal about the user.
- **Cookies.** When you visit our Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. When you visit a website again, the cookie allows the website to recognize your computer. Cookies may store user preferences and other information. You can choose whether or not to accept cookies by changing your Internet browser settings, which may impair or limit some functionality of the Website.

Use of Collected Information

Information collected by FNF is used for three main purposes:

- To provide products and services to you or any affiliate or third party who is obtaining services on your behalf or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you and to inform you about our, our affiliates' and third parties' products and services, jointly or independently.

When Information Is Disclosed

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) and Browsing Information to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Please see the section "Choices With Your Personal Information" to learn how to limit the discretionary disclosure of your Personal Information and Browsing Information.

Disclosures of your Personal Information may be made to the following categories of affiliates and nonaffiliated third parties:

- to third parties to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to our affiliate financial service providers for their use to market their products or services to you;
- to nonaffiliated third party service providers who provide or perform services on our behalf and use the disclosed information only in connection with such services;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to market financial products or services to you;
- to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoena or court order;
- to lenders, lien holders, judgment creditors, or other parties claiming an interest in title whose claim or interest must be determined, settled, paid, or released prior to closing; and
- other third parties for whom you have given us written authorization to disclose your Personal Information.

We may disclose Personal Information and/or Browsing Information when required by law or in the good-faith belief that such disclosure is necessary to:

- comply with a legal process or applicable laws;
- enforce this Privacy Notice;
- investigate or respond to claims that any material, document, image, graphic, logo, design, audio, video or any other information provided by you violates the rights of a third party; or
- protect the rights, property or personal safety of FNF, its users or the public.

We maintain reasonable safeguards to keep your Personal Information secure. When we provide Personal Information to our affiliates or third party service providers as discussed in this Privacy Notice, we expect that these parties process such information in compliance with our Privacy Notice or in a manner that is in compliance with applicable privacy laws. The use of your information by a business partner may be subject to that party's own Privacy Notice. Unless permitted by law, we do not disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of our bankruptcy, reorganization, insolvency, receivership or an assignment for the benefit of creditors. You expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings. We cannot and will not be responsible for any breach of security by a third party or for any actions of any third party that receives any of the information that is disclosed to us.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you. The uses of your Personal Information and/or Browsing Information that, by law, you cannot limit, include:

- for our everyday business purposes – to process your transactions, maintain your account(s), to respond to law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders, or report to credit bureaus;
- for our own marketing purposes;
- for joint marketing with financial companies; and
- for our affiliates' everyday business purposes – information about your transactions and experiences.

You may choose to prevent FNF from disclosing or using your Personal Information and/or Browsing Information under the following circumstances ("opt-out"):

- for our affiliates' everyday business purposes – information about your creditworthiness; and
- for our affiliates to market to you.

To the extent permitted above, you may opt-out of disclosure or use of your Personal Information and Browsing Information by notifying us by one of the methods at the end of this Privacy Notice. We do not share your personal information with non-affiliates for their direct marketing purposes.

For California Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by California law. Currently, our policy is that we do not recognize "do not track" requests from Internet browsers and similar devices.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not share your Personal Information and Browsing Information with nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account. In addition, we will not share information about your creditworthiness with our affiliates except with your authorization. For joint marketing in Vermont, we will only disclose your name, contact information and information about your transactions.

Information From Children

The Website is meant for adults and is not intended or designed to attract children under the age of thirteen (13). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian. By using the Website, you affirm that you are over the age of 13 and will abide by the terms of this Privacy Notice.

Privacy Outside the Website

The Website may contain links to other websites. FNF is not and cannot be responsible for the privacy practices or the content of any of those other websites.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States or are a citizen of the European Union, please note that we may transfer your Personal Information and/or Browsing Information outside of your country of residence or the European Union for any of the purposes described in this Privacy Notice. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection and transfer of such information in accordance with this Privacy Notice.

The California Online Privacy Protection Act

For some FNF websites, such as the Customer CareNet ("CCN"), FNF is acting as a third party service provider to a mortgage loan servicer. In those instances, we may collect certain information on behalf of that mortgage loan servicer via the website. The information which we may collect on behalf of the mortgage loan servicer is as follows:

- first and last name;
- property address;
- user name and password;
- loan number;
- social security number - masked upon entry;
- email address;
- three security questions and answers; and
- IP address.

The information you submit through the website is then transferred to your mortgage loan servicer by way of CCN.

The mortgage loan servicer is responsible for taking action or making changes to any consumer information submitted through this website. For example, if you believe that your payment or user information is incorrect, you must contact your mortgage loan servicer.

CCN does not share consumer information with third parties, other than (1) those with which the mortgage loan servicer has contracted to interface with the CCN application, or (2) law enforcement or other governmental authority in connection with an investigation, or civil or criminal subpoenas or court orders. All sections of this Privacy Notice apply to your interaction with CCN, except for the sections titled "Choices with Your Information" and "Access and Correction." If you have questions regarding the choices you have with regard to your personal information or how to access or correct your personal information, you should contact your mortgage loan servicer.

Your Consent To This Privacy Notice

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information by us in compliance with this Privacy Notice. Amendments to the Privacy Notice will be posted on the Website. Each time you provide information to us, or we receive information about you, following any amendment of this Privacy Notice will signify your assent to and acceptance of its revised terms for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

Accessing and Correcting Information; Contact Us

If you have questions, would like to access or correct your Personal Information, or want to opt-out of information sharing with our affiliates for their marketing purposes, please send your requests to privacy@fnf.com or by mail or phone to:

Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, Florida 32204
Attn: Chief Privacy Officer
(888) 934-3354



ATTACHMENT 10

Robert W. Suttles, MAI & Associates
Washington State Certified General Appraiser

360-848-7470

bob@nwrev.net • 360-848-7474 fax
2105-C Continental Place • Mount Vernon, WA 98273

Appraisers:

*Robert W. Suttles, MAI
Mark Salzer, MAI
Chris Ledeboer
Laura Thie
Jon Alberts*

**Appraisal Report
of
a Right-of-Way**



Subject Address:

**30th Street, 31st Street and alley
Right of Way located east of D Avenue
Anacortes, WA 98221**

Prepared for:

**Mr. Russell Jeter
Jeter Family Trust
1004 Commercial Avenue, PMB 1112
Anacortes, WA 98221**

**Date of Valuation
July 14, 2015**

NWREV File No. 1507 065



August 7, 2015

Mr. Russell Jeter
Jeter Family Trust
1004 Commercial Ave, PMB 1112
Anacortes, WA 98221

Subject: Appraisal of a total area of 36,822 SF Right-of-Way for 30th Street, 31st Street and two alleys located east of D Avenue in Anacortes; Washington.

Dear Mr. Jeter,

In response to your request, we have performed an inspection and completed the market research and analyses necessary for the purpose of providing you with an opinion of market value for the above referenced property. The date of valuation is July 14, 2015.

The scope of work that directs the appraisal process for this assignment involves determining an opinion of market value for the property "as is". As the subject is vacant land, only the Sales Comparison approach to value is applied as the pertinent valuation method.

The property rights appraised are in fee simple estate, subject to easements, reservations, restrictions, and covenants of record, with real estate consisting of land and existing improvements as depicted in this report. No personal property, trade fixtures, or business value is appraised. This appraisal is completed subject to the general assumptions and limiting conditions that are presented on page 8 of this report.

Based on our investigation and analysis and in conformance with the definition of market value and subject to the assumptions and limiting conditions delineated in this report, the "as is" opinion of market value of the fee simple interest in the appraised property as of July 14, 2015, is:

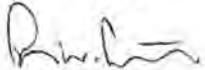
One Hundred Eighty Thousand Dollars - \$180,000

This opinion of value is based on the assumption that the properties are actively offered for sale with the services of competent brokerage on the open market for a time period of approximately six to nine months and are sold for cash or terms equivalent to cash. Although the marketing period is believed to be reasonable, it is not to be regarded as a guarantee.

This letter of transmittal must remain attached to this report in order for the value opinion set forth to be considered valid.

Your attention is invited to the following report which contains a summary of the property description, data, analyses, and appraisal procedures applied.

Respectfully submitted,



Robert W. Suttles, MAI
Washington State Certified General Real Estate Appraiser
Certification #1100553



Mark Salzer, MAI
Washington State Certified General Real Estate Appraiser
Certification #1102081

Summary of Notable Facts & Conclusions

Addresses: 30th and 31st Street Right of Ways located
East of D Avenue
Anacortes, WA 98221

Tax Identification Numbers: None

Effective date of “as is” value: July 14, 2015

Date Report Completed: August 7, 2015

Property Owner: City of Anacortes

Zoning: City of Anacortes – Residential District (R2)
Anacortes Municipal Code – Chapter 17.36

General Property Description: The real property being appraised consists of two existing street and two alley right-of-ways that the city is considering vacating with a total area of 36,822 SF, or 0.85 acres. The property is zoned for residential use with utilities needing to be extended to the site.

Sales Comparison Approach

The opinion of value for the real estate is:

36,822 SF @ \$5.00 per SF (RD).....\$180,000

Based on our investigation and analysis and in conformance with the definition of market value and subject to the assumptions and limiting conditions delineated in this report, the “as is” opinion of market value of the fee simple interest in the appraised property as of July 14, 2015, is:

One Hundred Eighty Thousand Dollars - \$180,000

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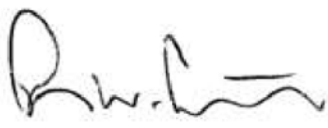
Addenda

Engagement Letter	
FEMA Map	
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Appraiser's Certification

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and they are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I 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. I have not previously appraised the subject property for a different client within the prior three years of the date of this appraisal order.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My 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.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
8. I have not made a personal inspection of the property that is the subject of this report.
9. No one provided significant real property appraisal assistance to the person signing this report.
10. I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. I do not disclose confidential information or assignment results prepared for a client to anyone other than the client and persons specifically authorized by the client; state enforcement agencies and such third parties as may be authorized by due process of law; and a duly authorized professional peer review committee, except when disclosure violates applicable law or regulation.
12. As of the date of this report, I, Robert W. Suttles, MAI, have completed the requirements under the continuing education program for a designated member of the Appraisal Institute.
13. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Appraiser  Date August 7, 2015
Robert W. Suttles, MAI
State Certification # 1100553; expires 08/04/2016

Appraiser's Certification

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and they are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I 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. I have not provided real estate appraisal or any other services with regard to the subject property within the prior three years of the date of this appraisal order.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My 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.
7. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
8. I have made a personal inspection of the property that is the subject of this report.
9. No one provided significant real property appraisal assistance to the person signing this report.
10. I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. I do not disclose confidential information or assignment results prepared for a client to anyone other than the client and persons specifically authorized by the client; state enforcement agencies and such third parties as may be authorized by due process of law; and a duly authorized professional peer review committee, except when disclosure violates applicable law or regulation.
12. As of the date of this report, I, Mark Salzer, MAI, have completed the requirements under the continuing education program for a designated member of the Appraisal Institute.
13. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

Appraiser Mark A. Salzer Date August 7, 2015

Mark Salzer, MAI

Washington State Certified General Certification # 1102081

General / Special Assumptions and Limiting Conditions

Hypothetical Conditions:

The opinion of value is not subject to any hypothetical conditions.

Extraordinary Assumptions:

The opinion of value is not subject to any extraordinary assumptions.

General Assumptions and Limiting Conditions:

1. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
10. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
12. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
13. The appraiser is not qualified to detect hazardous waste and /or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
15. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
16. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

Property Identification

The subject of this appraisal is two existing street right of ways and two alley right of ways that the city is considering vacating with a total area of 36,822 SF, or 0.85 acres, which is located within the Anacortes city limits. The property is zoned for residential use with utilities needing to be extended to the site. The site has a topography that is generally level and at grade with the surrounding sites.

Legal Description

The subject is not a legal parcel as it is currently undeveloped right-of-ways. The land is located East of D Avenue between Parcels P5787, P57703, P57702, P57701, P57898, and P57699. The client has provided a survey which indicates the subject has a total area of 36,822 SF, or 0.85 acres. The two street right of ways are each 15,286 SF and 15,379 SF while the alley right of ways are 3,068 SF and 3,089 SF.

Ownership History

The subject property is currently owned by the City of Anacortes and the client is looking to purchase the subject for development of the subject and the adjoining parcels into single-family residential lots. We are not aware of any listings, sales or other transactions involving the subject property in the past three years.

Subject Property Photographs



#1 – Looking east over the south portion of the site near the 31st Street right of way to be vacated.



#2 – Looking east across D Avenue at the southern portion of the larger subject.



#3 – Looking north along D Avenue, the subject is to the right..



#4 – Looking south along D Avenue, the subject is to the left.



#5 – Looking south over the subject parcel.



#6 – Looking south over the eastern portion of the subject.

Subject Property Photographs



#7 – Looking east at the 31st Street right of way to be vacated.



#8 – Looking east at the alley right of way between 30th and 31st Streets to be vacated.



#9 – Looking east at the 30th Street right of way to be vacated.



#10 – Looking east at the alley right of way between 29th and 30th Streets to be vacated.

Section One

Scope of Work

This appraisal is completed in accordance with the requirements contained in the current Uniform Standards of Professional Appraisal Practice (USPAP) as formulated by the Appraisal Standards Board of the Appraisal Foundation, and it complies with the Federal Deposit Insurance Corporation (FDIC) guidelines.

The scope of work that directs the appraisal process for this assignment involves determining an opinion of value for the real estate “as is”. As the subject is vacant land, only the Sales Comparison approach is applied as the pertinent valuation method. The property rights appraised are fee simple with real estate consisting of vacant land, subject to reservations, restrictions, covenants, and easements of record.

The evaluation of personal property or business value is not included in this assignment.

The subject property was formally inspected on July 14, 2015, by appraiser Mark Salzer, for this appraisal assignment. The following data gathering sources are used: municipal and county personnel, buyers and sellers of comparable real property, other appraisers, public records, Real Market Data Service, drive-by inspection, the Northwest Multiple Listing Service, and the Commercial Brokers Association. The market value definition followed in this appraisal assignment conforms to the standard published in the 2014 - 2015 Edition of the Uniform Standards of Professional Appraisal Practice (USPAP).

Evaluation includes the identification of the property and analysis of the market position of the property. The competitive nature of the property is also analyzed after evaluating the quality and condition of the site and existing improvements, in light of its highest and best use.

Purpose of the Appraisal

The purpose of this real property appraisal is to arrive at a supportable opinion of market value for the real estate in light of the assumptions and limiting conditions contained in this report.

Disclosure of Client and Intended Users of this Appraisal Report

The client for this report is Mr. Russell Jeter, as representative for Jeter Family Trust, who authorized completion of this appraisal assignment. Only the client and its personnel, along with the City of Anacortes and elected officials are intended users of this report. The appraiser does not intend use of this report by others than those stated here.

Intended Use

The intended use of this appraisal report is for real estate evaluation for potential purchase negotiations.

Property Rights Appraised

This appraisal includes all rights inherent and accruing to the owner by virtue of a fee simple estate. The fee simple estate contains a full bundle of rights that include the rights of possession, control, enjoyment, disposition, and the right to not exercise any of these. The subject property is currently vacant and the property rights appraised is the fee simple interest.

Date of Inspection

July 14, 2015

Effective Date of “as is” Value Opinion

July 14, 2015

Completion Date of Report

August 7, 2015

Personal Property

No personal property or business values are included in the opinion of value for the subject real estate.

Reasonable Exposure Time

Reasonable exposure time is the estimated time 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. Generally, properties that have experienced extended sale periods have initially been priced above market with subsequent price reduction

to the point where buyer interest is generated. Specialized real estate can experience extended marketing periods because the typical buyer profile is narrow.

The local market for residential development land has been very active in Anacortes over the most recent two years. The most recent sales used in this analysis had marketing times from 77 to 420 days with an average of 238 days. Based on this, an exposure and marketing time of between six and nine months is estimated for the subject property, if appropriately priced and actively marketed.

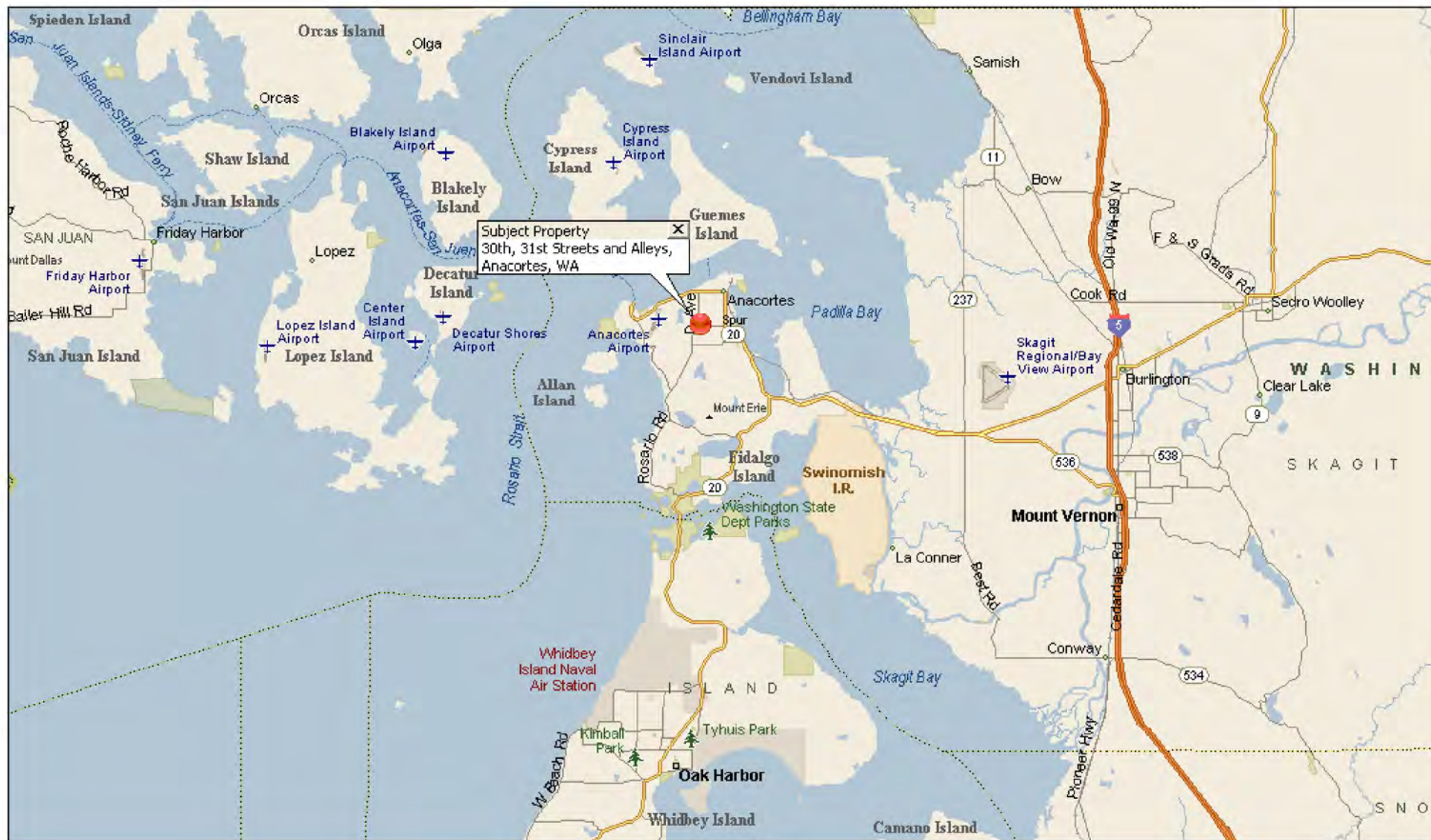
Definition of Market Value

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 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

¹ Board of Governors of the Federal Reserve System (FRS), 12 CFR Part 225; Federal Deposit Insurance Corporation (FDIC), 12 CFR Part 323; National Credit Union Administration (NCUA), 12 CFR Part 722; Office of the Comptroller of the Currency (OCC), 12 CFR 34.42(f); Office of Thrift Supervision (OTS), 12 CFR 564.2(f); and the Resolution Trust Corporation (RTC), 12 CFR Part 1608. Washington, D.C.: Federal Register, Vol 55, No. 251, pages 53610-53618; Monday, December 31, 1990.

Section Two

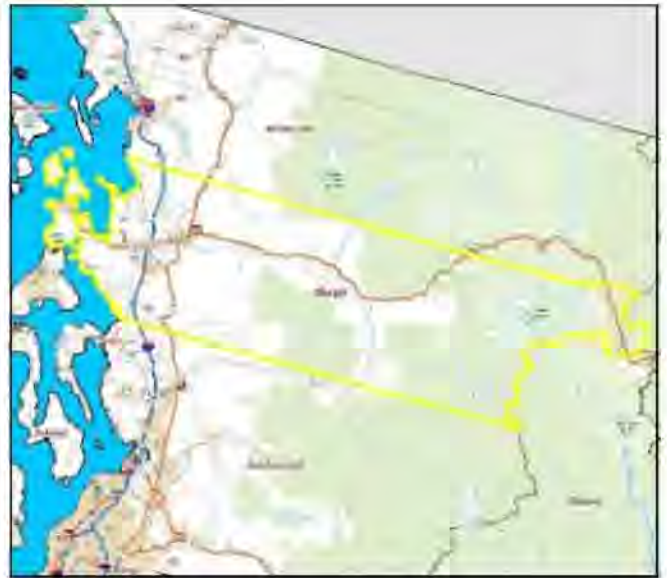


Regional Map

Skagit County

Geography

Skagit County is located in the northwestern part of Washington State and is about 60 miles north of Seattle and 75 miles south of Vancouver, B.C., extending from the Puget Sound coastline on the west to the summit of the Cascade Mountains on the east. The county occupies an area of 1,735 square miles, just over 2.6 percent of the state's total land area. It includes extensive mountainous and forested areas and the fertile lowland floodplain of the Skagit River.



Industry

The character of Skagit County is primarily rural, with farming, logging, and fisheries-related industry forming the economic mainstays. A pattern of expanded retail/commercial development emerged in the mid-to-late 1980's along the I-5 corridor in Mount Vernon and Burlington, which has continued to the present day. At the same time, a range of industrial development has occurred at various locations in the valley, including Skagit Regional Airport, south Mount Vernon, central and north Burlington, Sedro Woolley, and the Port of Anacortes. These two trends have added considerable additional diversification to the economic base.

The Skagit Valley area was first pioneered in the middle and late 19th century, with settlements concentrated near the mouth of the Skagit River. Principal industries were fishing and logging. As the lowland wooded areas were cleared of timber, logging interests moved eastward and were replaced by farming enterprise. Diking was completed in the floodplain, permitting crop production in the fertile lowland area of the Skagit River delta. This pattern of lowland agricultural use and upland logging or forestry use remains to the present day. About 75 percent of the county is in forestry classification and about 10 percent is actively farmed, with additional land in pasturage. Notwithstanding the large percentage of forest lands, lumber and wood product industries have been in decline over the past three decades.

The Skagit Valley has been designated as an Innovation Partnership Zone (IPZ) which “facilitates partnerships to enhance the local agricultural industry promoting innovative approaches to combine research and technology.” This designation is designed to add jobs which will center on the valley’s rich agricultural resources and heritage, focusing on “increasing economic opportunities for value-added agriculture.”²

Transportation

Interstate 5, the primary West Coast freeway, which extends from Canada to Mexico, runs north and south through Skagit County. Highway 20, known as the North Cascades Highway, runs east and west from Whidbey Island through the North Cascades to eastern Washington. The Washington State Ferry terminal located in Anacortes serves the San Juan Islands and Vancouver Island, British Columbia. Transport of goods and services is enhanced by air, ship, barge, rail, and truck facilities. Skagit Regional Airport, Anacortes Municipal Airport and numerous private airfields serve the county. This transportation infrastructure has supported and enhanced economic growth in the region.

Population

The following is a summary of population for Skagit County and its major cities:

Skagit County Population

	1980	1990	2000	% Chg. (‘90-’00)	2005 (est.)	% Chg. (‘00-’05)	2014 (est.)	% Chg. (‘05-14)
Skagit County	64,138	79,545	102,979	29.1%	110,900	7.7%	119,500	7.2%
Anacortes	9,013	11,451	14,557	27.3%	15,700	7.7%	16,190	3.0%
Burlington	3,894	4,349	6,757	55.4%	7,550	11.7%	8,445	10.6%
La Conner	660	686	761	10.9%	795	4.5%	895	11.2%
Mount Vernon	13,009	17,647	26,232	48.6%	28,210	7.5%	33,170	14.9%
Sedro Woolley	6,110	6,333	8,658	36.7%	9,800	13.2%	10,610	7.6%

Source: www.ofm.wa.gov/poptrends

The table above indicates a strong county growth rate of about 29 percent between 1990 and 2000, but the growth rate has slowed between 2000 and 2011 to around 6 percent, with the cities of Burlington, LaConner, and Mount Vernon at higher rates than the other cities in the county. State population growth, in general, is expected to be fairly steady, and Skagit County is expected to continue to grow at a similar rate as the State average. Based on the estimated population for 2014, the county has seen a growth rate of a little over 13.8 percent since 2000, versus around 15.4 percent statewide.

² www.portofskagit.com “Skagit Valley Designated New Innovation Partnership Zone” 10/16/2013

Economy

Positive economic development in Skagit County is rooted in various businesses and endeavors: Dakota Creek Industries, which is currently building at least two large boats for private enterprises, airplane hangar construction at the Anacortes Airport, Dimensional Communications, Inc.'s expansion of the Stealth product line, Skagit Publishing Company's headquarters, and PACCAR's planned expansion to be completed in 2015. According to the annual meeting of the Economic Development Association of Skagit County (EDASC), some Skagit County businesses are seeing a little economic growth this year. Janicki employs more than 500 employees; they have moved into large-scale production work and away from a focus on specialty projects at their Hamilton plant.³ This increase is due to growth in their connection with Boeing and the production of the 787 Dreamliner. The Port of Skagit supports more than 1,900 jobs paying a total income of \$78 million in Skagit County. They welcomed a wide range of new tenants in 2014, including Gielow Pickles Inc., which signed a ten year lease and halted the 30-year decline in the number of agricultural processing facilities in the Skagit Valley; the Heritage Flight Museum opened at the Skagit Regional Airport, as well as RK Refuelers at the La Conner Landing fuel dock.⁴ Hexcel's manufacturing plant located in Burlington is expanding their facility by more than 75,900 square feet due to expected increase in growth in the commercial aerospace industry.⁵ They also received a state grant to train Hexcel employees in Burlington, thereby keeping expansion plans local. ⁶ Burlington is also seeing significant retail growth with the opening of Cash & Carry, a wholesale food service provider, Burlington Coat Factory, and Dick's Sporting Goods.⁷

North of Skagit County, the proposed Gateway Pacific Terminal in Bellingham could affect the local economy, as well. With increased coal demands in Asia, the Burlington Northern Santa Fe Railroad sends an average of four trains or 480 open-top rail cars through Washington every day coming from coal mines in Wyoming and Montana. The effect of increased wait times at railroad crossings and other traffic problems, as well as the environmental impact are the most pressing concerns from local businesses, but positive impacts on the county include Skagit and

³ "Janicki reduces waste, saves cash with Ecology program"; www.goskagit.com June 3, 2014.

⁴ *At Work for You*: Port of Skagit newsletter; www.portofskagit.com Winter 2014.

⁵ "Hexcel files building permit for expansion"; www.goskagit.com August 26, 2014.

⁶ "Grant helped keep Hexcel expansion local"; www.goskagit.com January 6, 2015.

⁷ "3 large stores to open in Burlington"; www.goskagit.com March 24, 2014.

Whatcom County residents getting jobs in construction, operations, local spending by employees, and associated sales tax revenues.⁸

Tourism also represents an increasing component of the Skagit Valley economy, encouraged by the opening of the North Cascades Highway in the 1970s, and by the major ferry terminal at Anacortes providing access to the increasingly popular San Juan Islands and Vancouver.

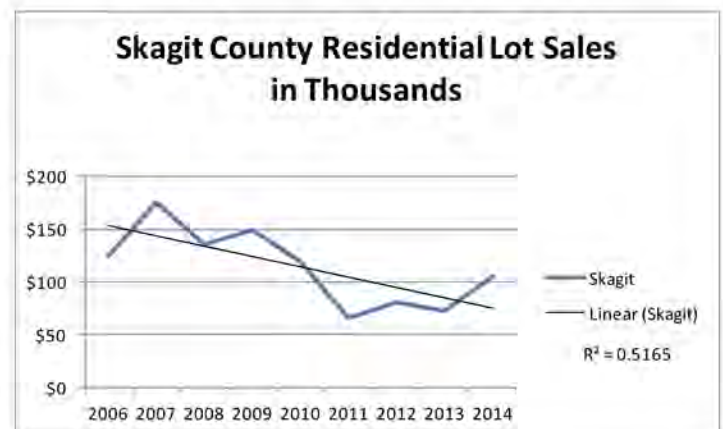
The year 2014 projected median household income for Skagit County was \$59,460; the State projection was a little lower at approximately \$58,686.⁹ Skagit County's unemployment rate has typically been a point or two higher than the State average, which generally falls between 4 to 8 percent. As of February 2015 Skagit County's unemployment rate is above the norm and State average; Skagit County's rate was 8.3 percent compared to the State average of 6.3 percent and the national annual average of 5.5 percent, according to the Bureau of Labor Services.¹⁰

Housing Market

The median resale price for a single family residence in Skagit County, based on information from Washington Center for Real Estate Research (WCRER) WSU, was \$248,800 in the fourth quarter 2014, which is a 6.0 percent change in median value from one year prior.

According to the WCRER the Affordability Index, which measures the ability of a typical family to make payments on a median price resale home, was 144.4 at the end of the fourth quarter 2014. An index measure of 100 means that a family earning the median income has exactly enough

money to qualify for a mortgage on a median-priced home with a 20 percent down payment.¹¹



⁸ www.columbian.com "Hearings to begin on coal terminal" 9/16/2013

⁹ <http://www.ofm.wa.gov/economy/hhinc/medinc.pdf>

¹⁰ www.esd.wa.gov/employmentdata

¹¹ Source: Alan Tonnon, The Complete Guide to Washington Real Estate Practices, page 23

The following chart is derived from MLS statistics for median price for all residential lot sales in Skagit County for years 2006 through June 2014, excluding commercial lots, BLA, easements, and lots from recreation subdivisions like Lake Tyee and Cascade River Park. The chart reflects a decrease in median price from 2007 through 2011 of about 60 percent (\$175k to \$70k), but since 2011 there is an increase of about 57 percent. The trend after 2011 indicates that downward pressure is easing on the value of residential lots and stability is being achieved.

Multiple listing service statistics involving closed single family residential sales indicates the following market conditions in the Skagit County area west of the town of Sedro Woolley and east of the town of Anacortes, which includes MLS units 825 and 835:

Year	Units sold	Percentage change	Avg Sale Price	Percentage change	Days on market
February 2015	101		\$242,362	-5.9%	82
2014	854	3.4%	\$257,562	4.7%	83
2013	825	24.1%	\$245,430	5.0%	78
2012	487	-5.4	\$233,207	6.5%	98
2011	515	11.7%	\$219,057	-14.1%	101
2010	461	-13%	\$254,891	-1.2%	106
2009	530	-14%	\$258,000	-13.13%	125
2008	614	-36%	\$297,000	-4.19%	100
2007	954	12%	\$310,000	1.64%	78

General statistics support that the residential real estate market seems to be picking up this year. The national economic trend seen for 2014 seemed to indicate an increase in home sales, though at a slowly progressing rate. Nationally, it seems that the residential housing market is showing substantial signs of growth, with prices rising, inventory tightening, and foreclosures easing, and the market does seem to have stabilized.¹² It is anticipated that the Skagit County real estate market will mirror the national market. The economy as a whole has rebounded substantially since the start of 2014. The government estimated that the economy grew at an annual rate of 4 percent in the 2nd Quarter of 2014 and will most likely continue this growth trend into the second half of the year.¹³

¹² U.S. second-quarter mortgage delinquency rate lowest since mid-2008; Reuters, August, 2013.

¹³ Skagit Valley Herald; "More Vigorous U.S. Economy emerging"; 7/31/2014.

Neighborhood Description

Anacortes is located in Skagit County, Washington. The population for Anacortes was 16,190 according to the 2013 population estimate from the Washington State Office of Financial Management. Anacortes is the site for Washington State Ferry terminal operations to both the San Juan Islands and Vancouver Island, BC. Approximately one million people travel through the city annually on their way to or from the ferry terminal, which is located four miles from the city center.¹⁴ This traffic creates exceptional commercial opportunities for local businesses, as residents of the San Juan Islands come to the mainland to shop and tourists head through town to the San Juan Islands and to Canada. Additionally, the Department of Transportation shows average daily traffic counts on Commercial Avenue for 2010 at about 15,000.

Anacortes/Fidalgo Island is accessible via three bridges: SR20 from the east, through LaConner to the southeast, and over Deception Pass from Whidbey Island to the south. Skagit Transit (SKAT) provides public bus service.

The Port of Anacortes operates a major deep-water port, three marine terminals, the Cap Sante Boat Haven marina, and the Anacortes Airport. Pier I is the home of Dakota Creek Industries Shipyards and Port of Anacortes offices; Curtis Wharf is a Commercial Dock and Wharf that accommodates ships measuring to 480 feet; Pier II features log and dry bulk cargo loading and includes short term moorage for ships measuring to 1,133 feet. Cap Sante Boat Haven is a publicly-operated moorage that contains 1,050 slips with 150-200 guest slips. Additionally, there are four private marinas offering permanent and temporary moorage for about 1,800 recreational boats. The Port areas are located a short distance from Commercial Avenue, the main arterial through Anacortes.

The main economic segments are food service, retail, lodging, manufacturing, and health care. The city is home to major area employers that include two petroleum refineries, Trident Seafood, and Dakota Creek Industries, a major shipyard. Additionally, Island Hospital provides care for residents of the San Juan Islands, Anacortes, and surrounding areas. Complimentary businesses, such as assisted living facilities, dental, optometry, and chiropractic clinics surround Island Hospital, which is located one block east of Commercial Avenue at 26th

¹⁴ Anacortes Chamber of Commerce- Community Profile document
<http://www.anacortes.org/uploads/Community%20Profile.pdf>

Street. Island Hospital also features a helipad for Level 1 trauma service to Harborview Medical Center in Seattle.

As evidenced by crime statistics, the city is also a very safe place to live. Per an annual survey published by Farmer's Insurance, Anacortes ranked nationwide among the top 20 "most secure places to live" (defined as metro areas with fewer than 150,000 residents). The metro area was also rated by *Business Week* magazine in 2009 as the top area in the country to rebound from the economic recession.¹⁵

Finally, Anacortes hosts a vibrant arts and entertainment scene. The events calendar for the city is brimming over with things to do, particularly through the summer months.¹⁶ Some examples include Cap Sante Marina's free summer concert series, outdoor movies in Storvik Park, Shipwreck Days (a community-wide flea market), Anacortes Arts Festival (in its 50th year this year), local business featuring concert series and bands, Anacortes Farmers Market, Antique Machinery Show, and Bark in the Park. The city is proficient at involving the community and featuring fun events, and these events likely draw people from all over to Anacortes.

Commercial Avenue is the main thoroughfare linking Highway 20 to 12th Avenue enroute to the ferry terminal and with the high volume of traffic, there is a draw for retail and service uses. The neighborhood boundaries that the subject property is within are defined as the area along Oakes Avenue (Highway 20) to the Guemes Channel, east Ferry Terminal road and west of west of D Avenue. Oakes Avenue is a heavily traveled arterial which leads to the Washington State ferry terminal. The area is developed with higher end residential uses which take advantage of the sloping topography of the area that provides average to excellent marine views. There has been significant recent residential development in the area and the homes have been well received by buyers in the market.

In summary, the subject neighborhood has good local and regional access and many lots have marine view. Considering the characteristics of the neighborhood, the long-term outlook for the subject neighborhood is considered to be favorable.

¹⁵ Anacortes Chamber of Commerce- Community Profile document
<http://www.anacortes.org/uploads/Community%20Profile.pdf>

¹⁶ <http://www.anacortes.org/news.cfm>

Site Description

Size, Shape, and Topography

The subject is four rectangular areas with sizes of 3,068 SF, 3,089 SF, 15,286 SF, and 15,379 SF for a total area of 36,822 SF or 0.85 acres. The areas are at grade with D Avenue and the surrounding parcels.

Frontage and Access

The subject has an interior orientation with frontage along the east side of D Avenue, which is a secondary arterial in Anacortes. Access to the subject is provided by curb cuts along the east side of D Avenue.

Encroachments and Easements

A title report which would disclose any easements was not provided for use in this analysis. It is assumed that typical utility and right-of-way easements exist on the subject which have no adverse impact of the value of the subject.

Utilities

The site is improved with a residence and sewer, water, and power are extended to the central portion of the larger development, of which the subject is a portion. The City of Anacortes provides water, sanitary sewer and drainage. Electricity service is provided by Puget Sound Energy. Cascade Natural Gas provides natural gas service to properties in the area.

FEMA Flood Plain Designation

The subject properties are inside Zone X as indicated by the applicable FEMA flood insurance rate map, community panel 5303170060A; effective date September 17, 2003. Zone X is determined to be areas having 0.2 percent or less chance of annual flooding (see flood map in the addendum of this report).

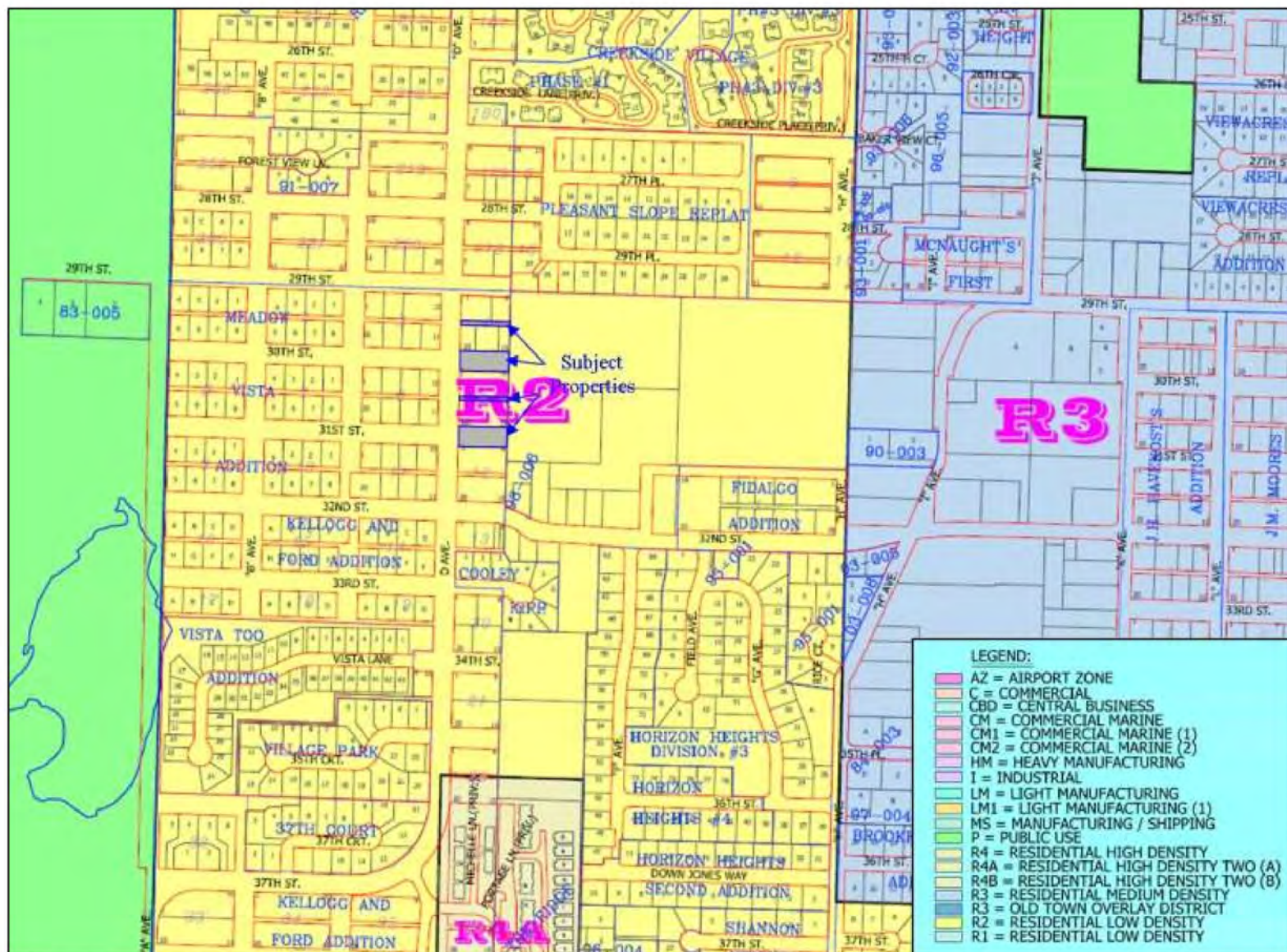
Zoning

The underlying zoning is R2, Residential District. Maximum density allowed is not to exceed four dwelling units per acre, except if the provisions of a PUD are applied. Permitted uses primarily include single family residential dwelling, agriculture, and public recreation.

Minimum lot size is 7,500 square feet under normal conditions. The minimum setbacks are 20 feet for front yards, five feet for side yards, and 20 feet for rear yards. The maximum land coverage by buildings is 35 percent with a 35 foot maximum building height.

Summary

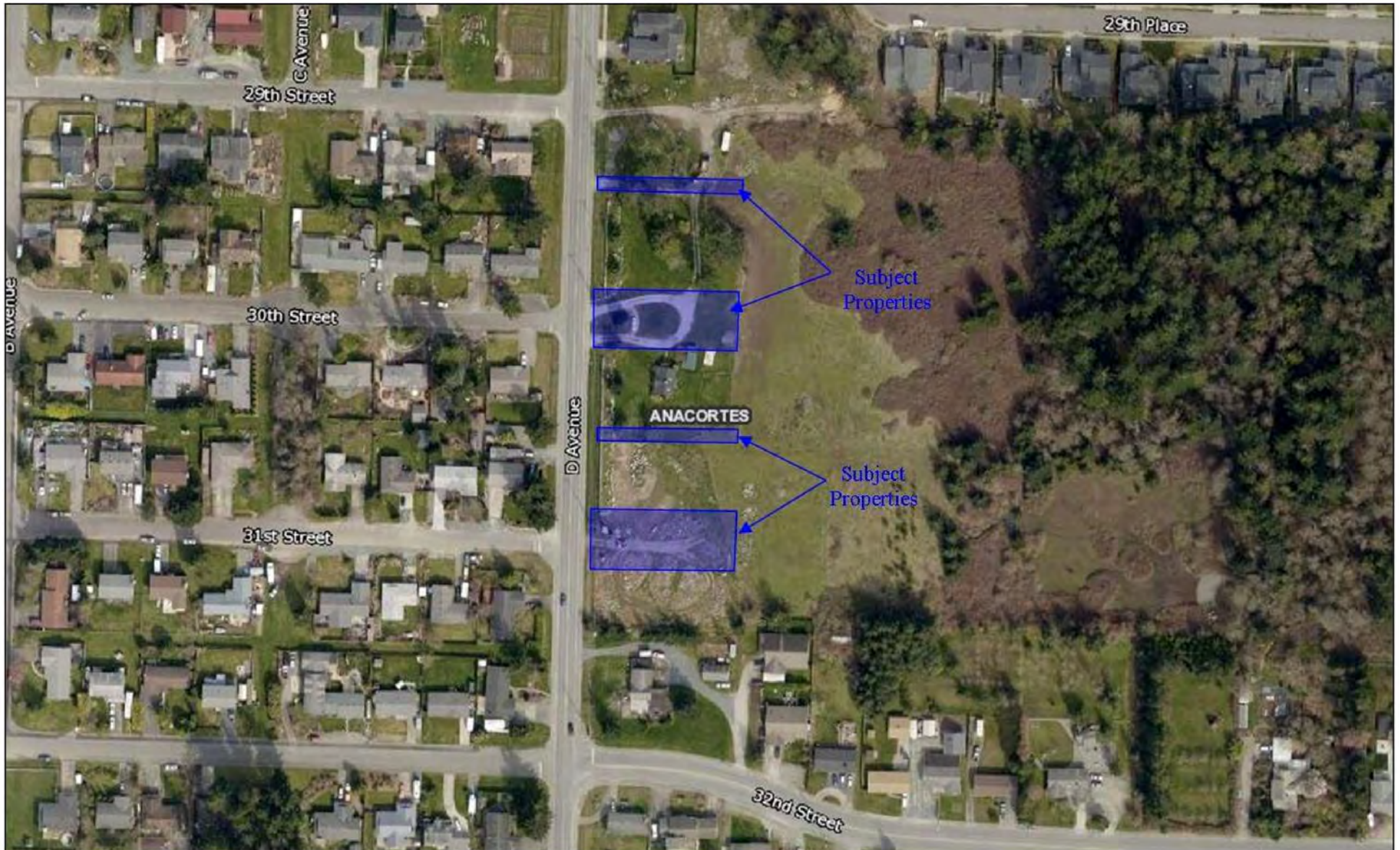
The subject property is four right-of-ways along a secondary arterial with a total area of 36,822 SF site that is zoned for residential development. The north portion of the larger site to be developed has areas with average to good view potential while the southern portion of the site has minimal territorial views. All utilities are available to the subject with water, sewer, and power in place.



*Source: www.cityofanacortes.org Annotated by appraiser; boundaries are approximate, for visual reference only.

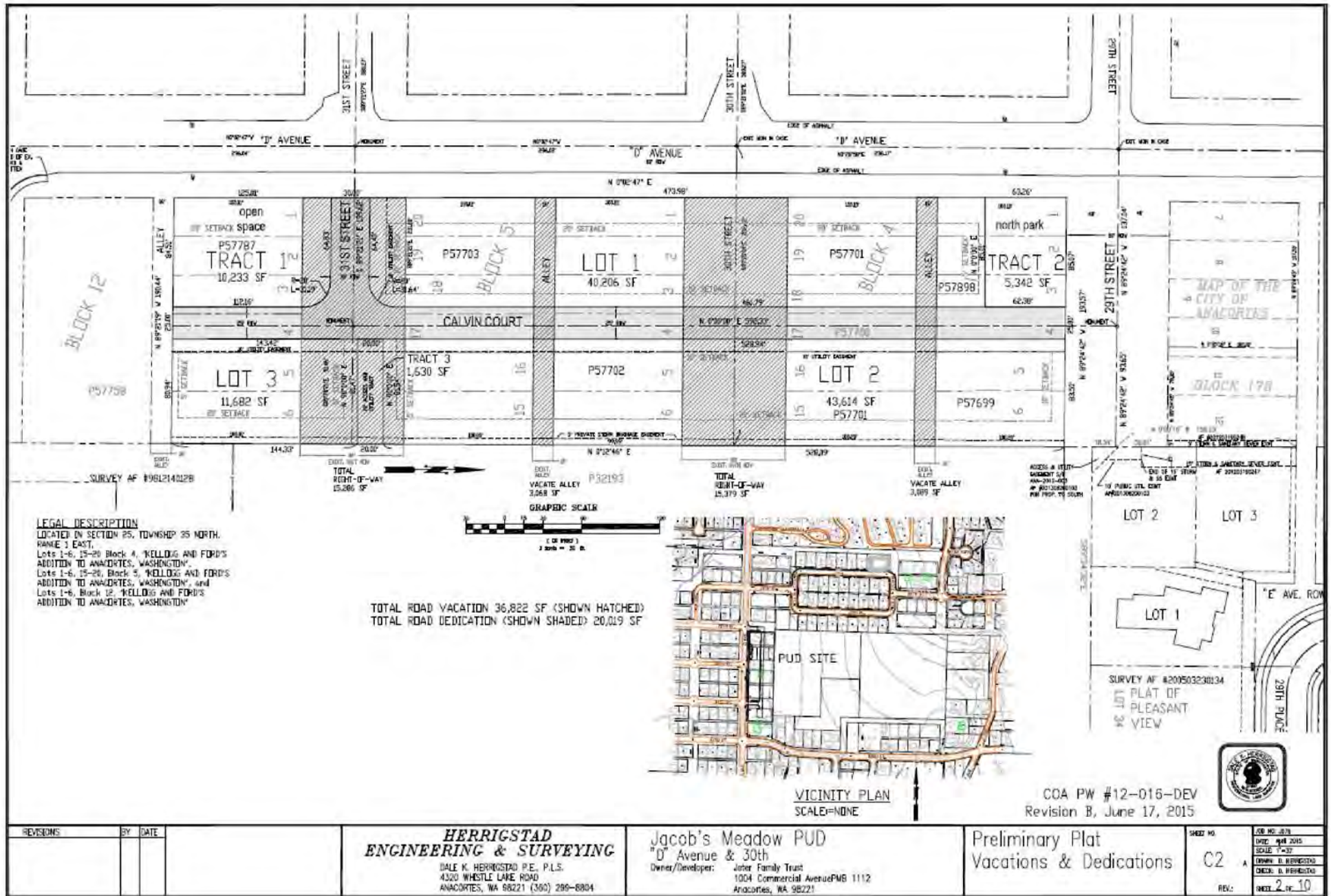
City of Anacortes Zoning Map

NORTHWEST REAL ESTATE VALUATION, LLC
Robert W. Suttles, MAI and Associates



*Source: www.skagitcounty.net Annotated by the appraiser; boundaries are approximate, for visual reference only.

Aerial Photograph



Survey

NORTHWEST REAL ESTATE VALUATION, LLC
Robert W. Suttles, MAI and Associates

Section Three

Highest and Best Use

Highest and Best Use is defined by the Appraisal Institute's Thirteenth Edition, The Appraisal of Real Estate, as *"The reasonably probable and legal use of vacant land or an improved property that is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value."*

The determination of highest and best use results from the appraiser's judgment and analytical skill. The use determined from analysis represents an opinion, not a fact to be found. Highest and best use must be **reasonable**, **probable**, and **proximate** or likely to occur soon, if not immediately.

The criteria for analyzing highest and best use alternatives are: Legally Permissible, Physically Possible, Financially Feasible, and result in the Highest Value (Maximally Productive).

Legally Permissible

Single-Family Residential zoning allows a very limited variety of uses outright, and a slightly greater variety of uses under conditional permit approval. Permitted uses are primarily single-family residential and planned unit developments (PUD), under specific procedures. As such, the zoning regulation limits the number of lots per acre and specific building setback limits are required. The zoning allows four lots per acre density with development of smaller lots under provisions of a PUD. Therefore, without any other restrictions, single family residential use is the reasonable legally permissible use of the subject land. The minimum lot size in this zone is 7,500 SF.

Physically Possible

The subject land can physically accommodate a small size single-family subdivision development given its size, access to utilities, and shape. The terrain is generally level with some areas that have view potential, though the quality of the view is dependent upon foliage on adjacent parcels. The overall shape is rectangular. Other improvements in the neighborhood reflect primarily single-family residential use. The subject land has available frontage on D Avenue, which borders the west side of the subject. Utilities are all available with water, sewer and power to the site. The alley right of ways are too small to be developed with individual residences.

Financially Feasible

The financially feasible criteria are satisfied if the use is capable of producing a positive return to the land. Long-term demand for residential dwelling units is fueled by the growth projection for the City of Anacortes, a positive community environment, countywide employment growth, and the effects of GMA, which will retain the vast majority of the expected population growth within the boundaries of the municipalities, including the UGA.

In the past two years the local residential market has shown greatly increased activity. We are aware of a newly developed 32 lot subdivision called the Reserve at Channel Landing, by the potential buyer, with lots priced from \$175,000 to \$549,000. The lots are nearly sold-out with homes currently under construction. We are also aware of a development located to the west of the subject that was purchased for development of an eight lot development which has seen interest from buyers.

Based on factors of supply and demand, coupled with the nearby plat sale experience, single-family residential development of the subject land appears financially feasible.

Maximally Productive

The maximally productive use comes from financially feasible analysis and generally is the use that provides the highest return to the land. In this case, single family residential use appears to be legally permissible, physically possible, and financially feasible, contingent upon a competent development team being employed, development timing that coincides with improving market conditions, and adequate funding.

The highest and best use conclusion for the subject parcel is development with a residential use or aggregation of the subject with adjacent lots for development as proposed by the prospective buyer, which appears to maximize the lot density of the land and spread the costs of extending water and sewer along with maximizing the view potential from lots on the north portion of the planned development.

The Valuation Process

Four major sets of forces are at work throughout the economy continually exerting influence on the value of real estate. They include physical, legal-political, social, and economic forces.

The following appraisal valuation process estimates the market value of the subject real property in light of these forces and other forces at work within the subject market.

As the subject is vacant land, only the Sales Comparison approach is developed.

The Sales Comparison approach compares sales of similar type properties with the property being appraised to the end that certain comparable factors are used to estimate the probable value of the subject. The basis for this valuation method is that an informed purchaser would pay no more for a property than the cost of acquiring an existing property with the same utility.

Sales Comparison Approach

The Sales Comparison approach to estimating value compares sales of similar type properties with the property being appraised to the end that certain comparable factors are used to estimate the probable value of the subject. The basis for this valuation method is that an informed purchaser would pay no more for a property than the cost of acquiring an existing property with the same utility.

The primary unit of comparison used to support the opinion of value for the subject property, as a reflection of the market, is the square foot of gross land area. All sales reflect arm's length transfers of the fee simple interest by typically motivated participants, on cash-equivalent terms, unless otherwise indicated. This analysis is based on an across-the-fence valuation and the price per square foot is analyzed for the comparable sales.

The search involved utilization of the MLS, Commercial Broker's Association, and interviews with a number of local real estate brokers. Pertinent information for each property transaction is summarized in the following table, which is followed by a location map and an aerial photograph of each property, leading to the analysis and concluded opinion of value.

Sales Comparison Grid

SUMMARY OF COMPARABLE LAND SALES											
Jeter Site Jul-15											
IDENTIFICATION		Subject		1		2		3		4	
Property		Jeter Site 30th & 31st Right-of-Way Anacortes, WA		A Avenue Lot 1800 A Avenue Anacortes, WA		Hoyer Homes Lots 4008 H Avenue Anacortes, WA		H Avenue Lots NNA H Avenue Anacortes, WA		34th Street Listing 2109 34th Street Anacortes, WA	
Buyer				Brian Drew		Hoyer Homes, LLC		Joey Goss		N/Ap	
Seller				William Myers		Kim Youn-Soo		Joseph & Carie McKenzie		Billy Click	
Appraisal/Sale Date		Jul-15		Jul-14		Jul-14		Feb-13		Listing	
Analysis Price				\$55,000		\$200,000		\$125,000		\$585,000	
Tax ID				P57852		P125038, 125039, 125040		P32303		P32217	
SITE CHARACTERISTICS											
Acres		0.85		0.26 AC		0.59 AC		0.71 AC		2.06 AC	
SF		36,822		11,300 SF		25,644 SF		30,928 SF		89,734 SF	
Zoning		R2		R2		R2		R1		R2	
Lot Orientation		Interior		Corner		Interior		Interior		Interior	
Utilities		Power, water, sewer to site		In street		To Site		In Street		In Street	
Other		Four right of way's located along D Avenue to be acquired for aggregation with surrounding parcels and developed with single-family uses.		Corner lot located northwest of the subject. Property is zoned R-2 and is generally level with only territorial views.		Property located along a secondary arterial which was purchased for development of 3 residences. All utilities were to the site at the time of purchase.		Property zoned R-1 that is located south of the subject and could be divided into two lots. Water was across the street from this property.		Listing of a property with potential to develop 8 or 9 lots that is located just south of the subejct. Generally level and has utilites in the street.	
TERMS OF SALE ADJUSTMENTS (SEQUENTIAL)											
Face Price				\$55,000		\$200,000		\$125,000		\$585,000	
Property Rights Conveyed				Fee Simple		Fee Simple		Fee Simple		Fee Simple	
				\$55,000		\$200,000		\$125,000		\$585,000	
Financing				Cash to Seller		Cash to Seller		Cash to Seller		Cash to Seller	
				\$55,000		\$200,000		\$125,000		\$585,000	
Conditions of Sale				Arm's Length		Arm's Length		Arm's Length		Arm's Length	
				\$55,000		\$200,000		\$125,000		\$585,000	
Atypical On-/Off-Site Expenses				None		None		None		None	
				\$55,000		\$200,000		\$125,000		\$585,000	
Other				None		None		None		None	
				\$55,000		\$200,000		\$125,000		\$585,000	
Analysis Price				\$55,000		\$200,000		\$125,000		\$585,000	
Analysis Price/SF				\$4.87		\$7.80		\$4.04		\$6.52	
Market Conditions @		2.0%		2.1%		1.9%		4.8%		0.0%	
Adjusted Price				\$56,138		\$203,833		\$130,989		\$585,000	
Adjusted Price/SF				\$4.97		\$7.95		\$4.24		\$6.52	
Adjusted Price/Lot				\$56,138		\$203,833		\$65,495		\$585,000	
ADJUSTMENTS FOR PHYSICAL DIFFERENCES (CUMULATIVE)											
Size		0.85 AC		0.26 AC		0.59 AC		0.71 AC		2.06 AC	
Zoning		R2		R2		R2		R1		R2	
View		Terr to Good		Territorial		Territorial		Territorial		Territorial	
Utilities		PSW to site Gas ext.		In street		To Site		Across Street		In Street	
Topography		Generally level		Generally level		Generally level		Generally level		Generally level	
Other				Similar		Similar		Similar		Listing	
Overall Comparison				Similar		Similar/Superior		Inferior		Superior	
Adjusted Price/SF				\$4.97		\$7.95		\$4.24		\$6.52	





Comparable Sale #1 – 1800 A Avenue



Comparable Sale #2 – 4005 H Avenue



Comparable Sale #3 – NNA H Avenue



Comparable Sale #4 – 2109 34th Street

Analysis of Market Data

The properties listed in the Comparable Land Sales table previously are reflective of sites that are located within residential districts. The locations for each comparable property vary to some degree in terms of view and access.

Since no two properties are identical, adjustments are made to the comparables to reasonably account for differences between these properties and the subject property. Each sale is analyzed with consideration given to each of the following elements of comparison:

- Property Rights Conveyed
- Financing Terms
- Condition of Sale
- Date of Sale
- Location
- Physical Characteristics

The selected comparable sales provide a range of sale prices that are reflected on a per square foot unit basis. The data is analyzed, when possible, by pairing sales and arraying the units of comparison to attempt to identify elements of comparison and adjustment. If quantifiable adjustments are reliably identified from the market, they are applied to the comparables. Otherwise, the sales are used to bracket the floor and the ceiling value for the subject, thus narrowing the range to a value indication. Specific adjustments are discussed in the forthcoming analysis.

Analysis of Sales

The comparable land sales are from the direct or competing markets. They provide reasonable market comparisons for the subject in terms of land size, use, and setting. The sale and listing properties are compared to the subject based on usable lot area. None of the comparables required an adjustment for cash equivalence or conditions of sale.

Property Rights

The subject and all of the sales involve the fee simple property rights and no adjustment is necessary under this category.

Market Conditions

The market for finished residential lots in Anacortes has been strong over the last 12 months. We spoke with multiple local real estate agents who indicated there was increased activity for development land, and that it seemed banks were beginning to lend more on proposed, residential construction. Additionally, home builders have indicated an increase in demand from potential buyers for custom homes and newly developed projects have been seeing brisk sales.

None of the above sales constituted a sale/resale from which a market conditions adjustment could be made. Median home prices in the Anacortes market increased 4.05 percent between 2013 and 2014. The year to date data indicates an average sale price that is 13 percent lower than 2014, but is for less than half of the year, which makes it an unreliable indicator. Based on the annual growth in median home prices along with the increased number of sales of lots over the past twelve months, an upward adjustment of 2.0 percent per year is applied to the sales used in this analysis.

Other

There is an insufficient volume of market evidence from which reliable quantitative adjustments could be extracted, and therefore, these remaining physical items such as topography, slope, and access have been considered on a qualitative basis.

Discussion of Comparable Land Sales

Land Sale #1 (\$4.97/SF) is the sale of a corner parcel located northwest of the subject. This property has similar zoning and generally level like the subject. This property has a superior size but this is offset by the utilities being available in the street but not to the site and the lack of marketable views from the property. The superior and inferior factors offset, and overall, this is a good indicator for the subject.

Land Sale #2 (\$7.95/SF) this property is located south of the subject along a secondary arterial and was developed with three residences. This parcel is generally level and all utilities were extended to the site. Overall, this is a high indicator due to the superior size of the site and the fact that all utilities were extended to the site.

Land Sale #3 (\$4.24/SF) is the sale of a property located south of the subject along H Avenue. The site has the potential to be segregated into two lots. The zoning for this property is R-1 which allows for a lower density making it a low indicator on a per SF basis. Additionally, not all utilities are to the site and water needs to be extended from across H Avenue. These factors make this a low indicator for the subject.

Land Sale #4 (\$6.52) is the listing of a property that is located just south of the subject along D Avenue. This property has similar zoning with inferior size. Utilities are available at the street and not extended to the property. The fact that this is a listing makes it a high indicator for the subject property.

Land Value Conclusion

The best indicator for the subject is Sale #1 (\$4.97/SF). Based on the above market information, a value of \$5.00/SF is concluded for the subject site and the calculation is shown below.

LAND VALUE CONCLUSION		
Land Value/SF:		\$5.00
Times Site Area:	x	36,822
Indicated Value:		\$184,110
Rounded To:		\$180,000

Based on the preceding discussion and analysis we conclude that the As Is value of the right of ways to be acquired, as of July 14, 2015, is:

One Hundred Eighty Thousand Dollars - (\$180,000)

Park and Open Space Areas

As part of the proposed development of the larger site, the developer will dedicate 5,342 SF for use as a public park and will retain 10,233 SF in open space. The park and open space parcels would have the same value rate per SF as the right-of-ways, or \$5.00/SF.

Addenda

Engagement Letter



Robert W. Suttles, MAI & Associates
Washington State Certified General Appraiser

360-848-7470
bob@rwsrv.net • 360-848-7474 fax
2105-C Continental Place • Mount Vernon, WA 98273

June 24, 2015

Mr. Russell Jeter, Trustee
Jeter Family Trust
1004 Commercial Ave, PMB 1112
Anacortes, WA 98221

Subject: Appraisal services engagement letter for an opinion of market value for the potential acquisition of the fee simple interest in the following real property: the right of way for 30th Street, 31st Street and alleys to the north of the respective streets, east of D Avenue, in Anacortes, WA.

Dear Mr. Jeter,

This letter is to serve as our authorization to proceed with the appraisal assignment involving the above referenced real property interests. The purpose of the appraisal is to provide you with an opinion of market value for the proposed complete acquisition of the subject property. Market value is defined in the current edition of the Uniform Standards of Professional Appraisal Practice (USPAP), page A-75.

This appraisal assignment involves acquisition of fee simple rights, subject to conditions, covenants, easements, and restrictions of record, for the properties referenced above. The opinion of value will be based on the highest and best use for the subject as of the date the property is inspected. It is our understanding that property rights are not encumbered by any covenants, easements, restriction, or leases that materially restricts the use of land or the owner's rights, outside of the normal land use regulations.

It is my understanding that the Jeter Family Trust is the client and that you are acting as the client's authorizing agent to engage our services. Intended users of the appraisal report include the client and the City of Anacortes which is the seller of the property, unless others are indicated by you prior to the completion of the assignment. The intended use of this appraisal report is to determine an opinion of market value for the proposed acquisition to assist in determining a transaction price.

The appraisals will be developed and prepared in accordance with the requirements of the 2014-2015 edition of the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal will be reported using a summary format and will employ the Sales Comparison valuation methodology derive a reliable opinion of value. Reporting of the appraisal process will primarily focus on highest and best use and valuation analysis and the macro market description and subject property descriptions will be of secondary focus.

The base fee for the appraisal services provided is \$1,200. The base fee does not include additional consultant services or support information, if needed. Consultants will not be engaged and such support information will not be acquired by the appraiser unless preauthorization is provided by the client. Supporting information may include, but is not limited to a recent title report or environmental report for the properties. The stated appraisal services fee does not include services requested beyond the completion of the appraisal assignment. Therefore, testimony, appearing as an expert witness, or any other services required by or requested of the appraiser subsequent to the completion of the appraisal assignment is considered to be beyond the scope

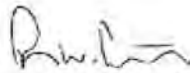
of work for this assignment and will be compensated based on a rate of \$150.00 per hour, if engagement is agreed to by the appraiser.

The date of completion for the appraisal is expected to be on or before July 15, 2015, but we will endeavor to complete this appraisal as soon as we possibly can while maintaining quality content and conclusions that you can rely upon. You will be provided a PDF digital file of the completed appraisal report unless hard copies are requested and this assignment is considered to be completed and the fee due upon your receipt of said report. You may cancel this service agreement at any time, but please note that you remain obligated to pay a prorated portion of the fee based on the percentage of work completed on the date of written notification by letter or email, plus all subcontractor and support fees incurred to date.

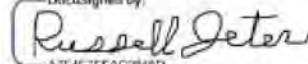
Please sign and return a copy of this agreement to us as soon as possible, as we are holding time aside in our schedule to complete this assignment as indicated.

Thank you for this opportunity to meet your real estate appraisal needs.

Sincerely,



Robert W. Suttles, MAI
Washington State Certified General Real Estate Appraiser
State Certification #1100553

DocuSigned by:

A7F4E77FAC2B45D

Authorization signature(s)

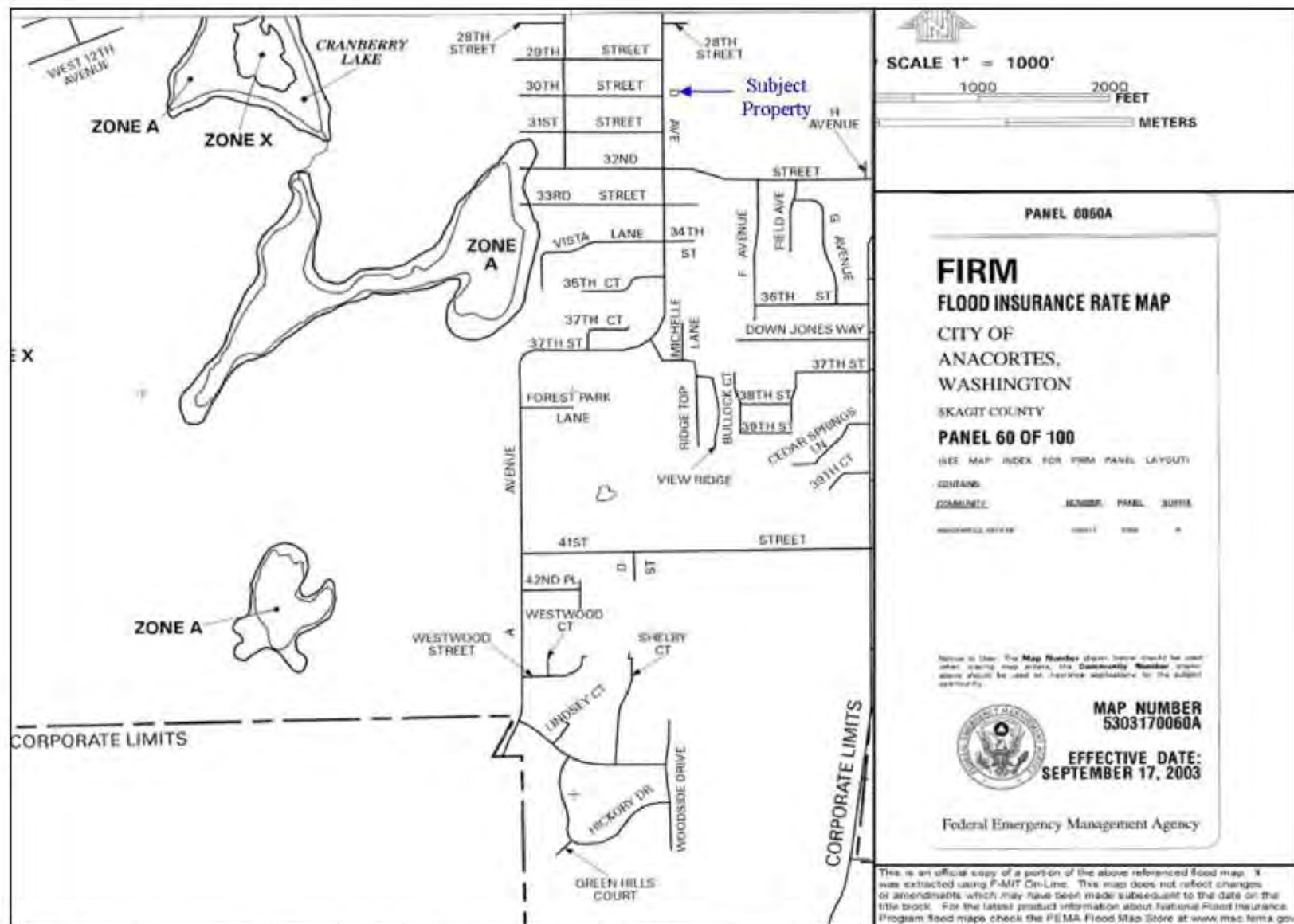
6/24/2015

Date

Authorization signature(s)

Date

FEMA Map



*Source: www.fema.gov Annotated by appraiser; boundaries are approximate, for visual reference only.

Appraisers' Resumes

PROFESSIONAL QUALIFICATIONS

Mark A. Salzer, MAI

PROFESSIONAL MEMBERSHIP AND ASSOCIATIONS

- State of Washington Certified General Real Estate Appraiser, No. 1102081
- MAI member of the Appraisal Institute, Member #506093
- Chair, North Sound Branch of Seattle Chapter of the Appraisal Institute, 2014
- Education Chair, Inland NW Chapter of the Appraisal Institute, 2010, 2011, 2012

BUSINESS EXPERIENCE

- May 2012 – Present: Staff Appraiser, Northwest Real Estate Valuation, LLC, Mt. Vernon, WA
- February 2007 – April 2012: Staff Appraiser, Lembeck Appraisal & Consulting, Inc., Spokane, WA
- April 2005 – November 2006: Legal Assistant, Robert Hardy, Attorney at Law, P.C., Burien, WA
- January 2004 - April 2005; New Accounts Representative, Frontier Bank, Seattle, WA

EDUCATION

- Western Washington University, Bachelor of Arts, Economics, June 2001
 - Business Law, 2000
 - Principles of Finance, 2000
 - Economic Forecasting, 2001
 - Econometrics, 2000
 - Macroeconomics, 2001
 - Microeconomics, 2001
 - Principles of Accounting, 2000
 - Business Statistics, 1999
- Appraisal Courses
 - USPAP 7-Hour Update, 2014
 - Advanced Concepts and Case Studies, 2013
 - Business Practices and Ethics, 2010
 - General Report Writing and Case Studies, 2010
 - Real Estate Finance, Statistics and Valuation Modeling, 2010
 - General Appraiser Sales Comparison Approach, 2009
 - Advanced Income Capitalization-510, 2009
 - General Appraiser Site Valuation and Cost Approach, 2008
 - General Appraiser Income Approach Part 2, 2008
 - General Appraiser Income Approach Part 1, 2008
 - General Market Analysis & Highest and Best Use, 2008
 - Uniform Standards of Professional Appraisal Practice, 2007
 - Basic Appraisal Procedures, 2007
 - Basic Appraisal Principles, 2007

PROPERTY TYPES ANALYZED

- | | |
|-------------------------------|-------------------------------|
| • Convenience Stores | • Industrial |
| • Commercial Land & Buildings | • Self-Storage Facilities |
| • Retail | • Apartments |
| • Restaurants | • Affordable Housing Projects |
| • Office | • Religious Facilities |
| • Auto Dealerships | • Subdivisions |

Robert W. Suttles, MAI

Resume of Education and Experience

Education

Bachelor of Arts Degree in Business Administration with a concentration in Management Information Systems; College of Business and Economics, Western Washington University

Associate in Arts Degree/University Transfer, Skagit Valley Community College

Commercial Appraisal Education and MAI training sponsored by Appraisal Institute

- Course 101, Introduction to Appraising/Property Valuation
- Course 310, Basic Income Capitalization
- Courses 410 & 420 Standards of Professional Practice parts A & B
- Course 510, Advanced Income Capitalization
- Course 520, Highest & Best Use and Market Analysis
- Course 530, Advanced Sales Comparison and Cost Approaches
- Course 540, Report Writing & Valuation Analysis
- Course 550, Advanced Applications
- Credit received for income property demonstration appraisal
- Level 1, Level 2, and Level 3 experience credit awarded, totaling 4,500 hours
- Credit received for General Comprehensive Examination

Other Appraisal Education

- ASFMRA – A380, Appraisal Review under UASFLA, 20 hours completed April 2011
- Appraisal Institutes UASFLA seminar, 16 hours completed May 23, 2007
- Appraisal Institutes Valuation of Conservation Easements, 36 hours completed Oct. 5, 2007
- CI 401, Commercial Investment Analysis, 15 clock hours

Various instructional seminars relating to appraisal issues as continuing education

Appraisal Experience

2002 to present: NW Real Estate Valuation, LLC, formerly Appraisal Northwest

1990 to 2004: Staff Appraiser, Skagit State Bank, Burlington, Washington, Commercial real estate appraisal responsibilities

1998 to 2000: Timmers Appraisal Services, Mount Vernon Washington

'87 to '90 Residential Construction, Job Foreman, Jack Jones Construction, Anacortes, Washington; Material estimation, blueprint familiarity, project management

Affiliations

MAI Member of the Appraisal Institute – Member Number 11528

Washington State Certified Real Estate Appraiser - General Classification; November 10, 1992; #270111100553

Client Sample

Banks: Peoples Bank (David Beck 360-715-4217), Skagit Bank Ryan Johnson(360-855-7711), Columbia Bank (Michael Munson 253-305-0615), Opus Bank (no one specific), The Bank of the Pacific (Cheri Neyens 360-647-1491), Washington Federal Savings (Glenn Matsuda 206-777-8264), Heritage Bank (Rhoda van Engelen 360-222-4847), Northwest Plus Credit Union (no one specific), Umpqua Bank (Rick Hull 425-673-8585), Key Bank (Ken de Haan 360-527-4474), First Savings Bank NW (Elisa Mader 425-687-4268), Savi Bank (Tom McGee 360-707-2272), US Bank (Robert Wearn, Jr. 206-344-5692)

Agencies/Government: Skagit County, Whatcom County, City of Anacortes, Dike Districts, Skagit Land Trust, Whatcom Land Trust, Whidbey-Camano Land Trust, The Nature Conservancy of Washington, Seattle City Light, Skagit Conservation District, Skagit River Systems Cooperative; US Department of the Interior/Appraisal Services Directorate; Washington State Department of Natural Resources
Attorneys: Bradford Furlong, Gary Jones, John Schultz, Brian Clark

HERRIGSTAD ENGINEERING & SURVEYING

Civil Engineering & Surveying

4320 Whistle Lake Road
Anacortes, WA 98221

Dale Herrigstad, P.E., P.L.S.
(360) 299-8804 Phone

August 14, 2015

ATTACHMENT 12

Don Measamer, Planning Director
City of Anacortes
Department of Planning, Community and Economic Development
P.O. Box 547
Anacortes, WA 98221

Subject: Jacob's Meadows P.U.D. request to dedicate Park Tract 2 to the City of Anacortes.

Dear Mr. Measamer,

To follow-up with our meeting on July 30, I have revised the street dedication plan as we discussed for you to have a look at. The proposed dedication is shown shaded with the quantities shown.

The owner would like the city to revisit the dedication of Park Tract 2 to the City of Anacortes. The owner proposes to complete the park improvements and the homeowners association will maintain the park along with the landscaping islands among other common features within the development yet to be determined.

After the Tract 2 dedication the net vacation as shown on the drawing would be 6,696 square feet. A property Appraisal has been completed.

Please let me know if you need further information.

Sincerely,



Dale Herrigstad P.E., P.L.S.
Email - dale@herrigstad.com

ATTACHMENT 13

WHEN RECORDED RETURN TO:

SCOT S. SWANSON
BELCHER SWANSON LAW FIRM, P.L.L.C.
900 DUPONT STREET
BELLINGHAM, WA 98225

Document Title:	Declaration of Covenants, Conditions, Restrictions and Reservations for the Jacob's Landing Condominium
Declarant:	RUSSELL D. JETER, TRUSTEE OF R. JETER FAMILY TRUST
Legal Description:	PTN BLOCKS 4 AND 5, KELLOGG AND FORDS ADD TO ANACORTES
Tax Parcel ID#:	3800-004-004-0004, 3800-004-005-0003, 3800-004-018-0008, 3800-004-020-0004, 3800-005-006-0009 and 3800-005-020-0001 (PID# P57698, P57699, P57700, P57701, P57702, P57703)

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR THE JACOB'S LANDING CONDOMINIUM

Pursuant to the Washington Condominium Act, RCW 64.34, for the purpose of submitting the Real Property, hereinafter described to the provisions of the Act, RUSSELL D. JETER, TRUSTEE OF R. JETER FAMILY TRUST makes this Declaration.

It is agreed by acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of use or enjoyment, respecting the Real Property or any Unit in the condominium created by this Declaration, that this Declaration, together with the Survey Map and Plans referred to herein, covenants, conditions, restricts and reserves a common plan for the condominium development mutually beneficial in all of the described Units, and that the covenants, conditions, restrictions, reservations and plans are binding upon the entire Real Property and upon each such Unit as a parcel of realty, and upon its Owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Real Property or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments, and regardless of any subsequent forfeiture, foreclosures, or sales of Units under security instruments.

The name of the Condominium is the Jacob's Landing Condominium. The recording of the Declaration and related Survey Map and Plans shall create fifteen (15) Units. The filing of Articles of Incorporation will create the Commons at Jacob's Landing Condominium Owners Association.

ARTICLE 1 DEFINITIONS

1.1 Words Defined. For the purpose of this Declaration and any amendments hereto, the following definitions shall apply.

Allocated Interest. Means those undivided interests in the Common Elements, the Common Expense Liability and votes in the Association allocated to each Unit, more particularly provided for in Section 5.4, and as shown in Exhibit "D".

Articles. Mean the articles of incorporation for the Association, and any amendments.

Assessments. Means all sums chargeable by the Association against a Unit, including, without limitation (a) general and special assessments for common expenses, (b) charges and fines imposed by the Association, (c) interest and late charges on any delinquent account, and (d) costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

Association. Means the Unit Owners Association organized in accordance with the Condominium Act, the Bylaws and with this Declaration, as amended.

Board. Means the body with primary authority, to manage the Association, as described in Article 13.

Bylaws. Means the bylaws of the Association as they may from time to time be amended.

Common Elements. Means all portions of the Condominium other than the Units.

Common Expenses. Means expenditures made by or financial liabilities of the Association including those expenses related to the maintenance, repair, and replacement of the Common Elements that are allocated to all Units pursuant to this Declaration, including allocations to reserves.

Common Expense Liability. Means the liability for Common Expenses allocated to each Unit.

Condominium. Means the Jacob's Landing Condominium created under this Declaration and the Survey Map and Plans.

Condominium Act. Means the Washington Condominium Act, codified at RCW 64.34, as it may be from time to time amended.

Conveyance. Means any transfer of the ownership of a Unit, including a transfer by deed or by real estate contract.

Declarant. Means Russell D. Jeter, Trustee of R. Jeter Family Trust.

Declarant Control. Means the right, if expressly reserved by this Declaration, of the Declarant or persons designated by the Declarant to appoint and remove the Association officers and Board members or to veto or approve a proposed action of the Board or Association, provided, in no event will exercise the voting rights allocated to a Unit or Units owned by the Declarant or Declarants affiliates be deemed "Declarant Control".

Declaration. Means this instrument, as it may from time to time be amended, which the Property is submitted to the provisions of the Condominium Act.

Development Rights. Means rights (defined in RCW 64.34.020(17)) reserved for the benefit of the Declarant as specified in Article 10.

Eligible Mortgagee. Means a Mortgagee that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

Foreclosure. Means a forfeiture or judicial or non-judicial foreclosure of a Mortgage or deed in lieu thereof.

Identifying Number. Means the designation of each Unit in a Condominium.

Limited Common Element. Means a portion of the Common Elements allocated in Article 7 for the exclusive use of one or more, but fewer than all, of the Units.

Managing Agent. Means the person designated by the Board under Section 13.3.

Mortgage. Means a mortgage, deed of trust, or real estate contract.

Mortgagee. Means any holder, insurer, or guarantor of a Mortgage on a Unit.

Notice and Opportunity to be Heard. Means the procedure described in Section 13.5.

Open Space Tract.

Owner or Unit Owner. Means the Declarant or other person who owns a Unit, but does not include any person who has an interest in a Unit solely as security for an obligation.

Park Tract.

Person. Means a natural person, corporation, partnership, limited partnership, limited liability company, trust, governmental subdivision or agency, or other legal entity.

Property or Real Property. Means any fee, leasehold or any other estate or interest in, over, or under the land described in Exhibit "A", including Buildings, Structures, fixtures, and other improvements thereon and easements, rights and interests appurtenant thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance.

Special Allocations. Means those expenditures or liabilities which are allocated to Units on a basis other than in accordance with the Allocated Interests as required by _____ below.

Special Declarant Rights. Means rights (defined in RCW 64.34.020(36)) reserved for the benefit of the Declarant as specified in Article 10.

Structure. Means the improvements located or to be located within a Unit, including any home, building, fence, wall, pole, walkway or the like.

Survey Map and Plans. Means the survey map and plans filed simultaneously with the recording of this Declaration and any amendments, corrections, and addenda thereto subsequently filed.

Transition Date. Is defined in Section 13.11.2.

Unit. Means a physical portion of the Condominium designated for separate ownership, the boundaries of which are described in Section 5.2 and shown on the Survey Map and Plans.

1.2 Form of Words. The singular form of words shall include the plural and the plural shall include the singular masculine, feminine, and gender-neutral pronouns shall be used interchangeably.

1.3 Statutory Definitions. Some of the terms defined above are also defined in the Condominium Act. The definitions in this Declaration are not intended to limit or contradict the definitions in the Condominium Act. If there is any inconsistency or conflict, the definition in the Condominium Act will prevail.

1.4 Nature of the Units. The Units created as part of this condominium are of the kind commonly referred to as "airspace units", meaning that the boundaries of each Unit are not defined by any portion of a particular building, but rather to references to planes in space established by the Survey Map and Plans.

ARTICLE 2 CONSTRUCTION AND VALIDITY OF DECLARATION

The Declaration and the Condominium Act provide the framework by which the Condominium is created and operated. In the event of a conflict between the provisions of this Declaration and the Condominium Act, the Condominium Act shall prevail. In the event of a conflict between the provisions of this Declaration and the Bylaws, this Declaration shall prevail except to the extent this Declaration is inconsistent with the Condominium Act. The creation of the Condominium shall not be impaired, and title to a Unit and its interest in the Common Elements shall not be rendered unmarketable or otherwise affected by reason of any insignificant failure of this Declaration, the Survey Map and Plans, or any amendment thereto to comply with the Condominium Act.

ARTICLE 3 NAME OF CONDOMINIUM

The name of the Condominium created by this Declaration and the Survey Map and Plans is the Jacob's Landing Condominium.

ARTICLE 4 DESCRIPTION OF LAND

The Real Property included in the Condominium and submitted to the Condominium Act is described in Exhibit "A" attached hereto.

ARTICLE 5 DESCRIPTION OF UNITS, ALLOCATED INTEREST

5.1 Number and Identification of Units. The Condominium has fifteen (15) Units. The Declarant has reserved the right to convert the portion of the Common Elements to Units if the zoning allows it. In the event this occurs, there will be up to seventeen (17) Units. The Identifying Number of each Unit is set forth in Exhibit "B". The locations of the Units are shown on the Survey Map and Plans.

5.2 Unit Description. Exhibit "B" sets forth the following:

5.2.1 The approximate square footage.

5.2.2 Because the Units are an envelope of defined space, which may in the future, but not necessarily on the Declaration recording date, contain Structures, the Declaration may not include the number of bathrooms, bedrooms and fireplaces within a Unit or the building levels in which the Unit is located. There are no moorage slips. There are parking spaces, which are described in Article 8.

5.3 Unit Boundaries. Units shall consist of an envelope of space, the perimeter boundaries of which on the surface of the land are located and depicted on the Survey Map and Plans and which boundaries extend below and above the ground elevation for each Unit as shown

on the Survey Map and Plans. A Unit shall include all Buildings, Structures, improvements, and fixtures now or hereafter located within the Unit. A Unit shall include all Structures, improvements, and fixtures now or hereafter located within the Unit.

5.4 Allocated Interest. The Allocated Interest for each Unit is set forth in Exhibit "B." The Allocated Interest appertaining to each Unit cannot change except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately conveyed and each undivided interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of Conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported Conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an allocated interest made without the Unit to which that interest is allocated is void. The Allocated Interest assigned to Units shall be based upon a formula that is equal, with each unit having an equal interest in the Common Elements and Common Expense Liability and one vote in the Association. If Units are added to the Condominium, the undivided interest in the Common Elements, Common Expense Liability, and allocation of votes in the Association shall be recalculated based upon the foregoing formula. When Units are created, if at all, the Declarant shall amend Exhibit "B" to show Allocated Interest and voting for the pre-existing Units and the Units thereby created.

ARTICLE 6 COMMON ELEMENTS

6.1 Description. The Common Elements consist of all of the Condominium, except the Units including, but are not limited to the following:

6.1.1 The real property described in Article 4, not included within a Unit.

6.1.2 The fence constructed by the Declarant along the perimeter boundary of the Real Property.

6.1.3 Any stormwater facilities or utilities that are in existence for common use to the point of connection to each home.

6.1.4 The stormwater conveyance line is near the east boundary of the Property.

6.1.5 The Park Tract at 6.1.6 and 6.1.7 is the Open Space Tract..

6.1.6 Common amenities, including rock entry monument, common signage, retaining walls, rockeries, the landscaping islands, related irrigation systems. Many of these items were established pursuant to the PUD approval for the development.

6.1.7 The parking area as shown on the Survey Map and Plans.

6.1.9 Any Common Elements shown on the Survey Map and Plans not otherwise described herein.

6.1.10 All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

6.2 Use. Each Owner shall have the right to use the Common Elements (except any Limited Common Elements reserved for other Unit), in common with all other Owners. The right to use the Common Elements extends not only to each Owner but also to each Owner's agents, servants, tenants, family members, invitees, and licensees. The right to use the Common Elements shall be governed by the provisions of the Condominium Act, this Declaration, the Bylaws, and the rules. It is the intent that certain common amenities, such as the perimeter fence, entry, rock/monuments, landscaping islands, retaining walls, rockeries that are located within the Unit are considered Common Elements but are not for general use by the Owners. The Common Elements are subject to the conditions of approval of the Jacob's Meadow Plat and PUD (PUD-2011-0001).

6.3 Maintenance. The Common Elements shall be maintained and regulated by the Association in a manner consistent with good building and nursery practices, and in compliance with all applicable codes and regulations. [ADD MORE HERE]

6.4 Construction Work – Common Elements. The Common Elements shall not be reconstructed, rebuilt, altered, removed, or replaced by the Association acting through the Board, or as and in the manner the Association acting by the Board may authorize, and such action and authorization must also be in accordance with the Act, this Declaration, and the Bylaws.

6.5 Governmental Required Maintenance, Etc.

6.6 Conveyance or Encumbrance of Common Elements. Portions of the Common Elements not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association of the Owners having at least eighty percent (80%) of the votes in the Association, including eighty percent (80%) of the votes excluding votes held by the Declarant or an affiliate of Declarant (as defined in the Condominium Act), but all of the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

ARTICLE 7 LIMITED COMMON ELEMENTS

7.1 Description. There are no Limited Common Elements in the Condominium.
ARE THERE ANY FENCES CONSTRUCTED BETWEEN UNITS?

ARTICLE 8 PARKING

8.1

ARTICLE 9 PERMITTED USES, MAINTENANCE OF UNITS, CONVEYANCES

9.1 Residential Purposes. Each Unit will be used solely for and is restricted to use as single-family residences only, on an ownership, rental, or lease basis, and for social, recreational or other reasonable activities normally incident to such use, including use as a home office not involving use by non-resident employees or regular visits by customers or clients.

9.2 Use of Driveways, Garages. Garages are intended to be used principally for parking motor vehicles, and owners shall keep their garages clear, such that two cars may be parked in each garage. Owners may not convert their garages to living space without the approval of the Board. Garage doors shall remain closed when they are not in active use. Owners may park in their driveways, subject to restrictions imposed in Rules and Regulations adopted by the Board from time to time, provided they do not block the sidewalk or street. Parking on other portions of the Units or Common Elements is prohibited, except for the parking area described in Article 8. No commercial-type trucks, campers, trailers, motorhomes or boats shall be parked or permitted to remain on any driveway or common parking space. The Association may direct that any vehicle or other thing improperly parked or kept on the Common Elements may be removed at the risk and cost of the Owner thereof. Pursuant to the Jacob's Meadow Plat and PUD (PUD-2011-0001), there is no parking permitted on any portion of the public street located within Development.

9.3 Leases.

9.4 Maintenance.

9.5 Signs. No sign of any kind shall be displayed to the public view on or from any Unit or Common Element without the prior consent of the Board. The Board may regulate the size and location of signs advertising Units for sale or lease. This Section shall not apply to the Declarant who may post such signs on the Property as it deems necessary or appropriate for the sale of Units in the Condominium as long as the Declarant has a Unit for sale. This section shall not apply to the Association.

9.6 Trash and Garbage Removal. No trash, construction debris or waste, plant or grass clippings or other debris of any kind of waste shall be dumped, deposited, or placed on any Unit or the Common Elements. Each Owner shall be responsible for removing all trash or garbage from the Unit and depositing it in proper receptacles, as designated by the Association. All costs for such trash and garbage removal shall be the sole expense of the Owner. Under no circumstance shall refuse, unsightly or abandoned vehicles, debris, noxious material, discarded personal effects, construction materials not for immediate use, and similar matter be permitted within any Unit other than in properly screened areas designed for such use. Garbage or recycling

dumpsters, cans and other receptacles shall be kept in a place which is not visible from the street, except as may be necessary for removal and garbage pick-up day.

9.7 Offensive Activity. No noxious or offensive activity shall be carried on in any Unit or the Common Elements, nor shall anything be done therein that may be or become an annoyance or nuisance to other Owners.

9.8 Recreational Vehicles. All boats, utility trailers, trucks of more than one-ton rating, campers, recreational vehicles, travel trailers, motor homes and similar items or vehicles maintained or kept within a Unit shall at all times be enclosed within a garage; provided that out-of-county resident guests with the Owner's permission may park a recreational vehicle or travel trailer within a Unit for up to a maximum of four (4) weeks, within a calendar year without being in violation of this restriction.

9.9 Pets. Domestic animals, birds, or reptiles (hereinafter referred to as "pets") may be kept in Units subject to Rules and Regulations adopted by the Board, or bylaws adopted by the Association. The Board may at any time, after notice and an opportunity to be heard, require the removal of any pet which it finds, in its sole discretion, disturbing other Owners unreasonably, and may exercise this authority for specific pets, even though other pets are permitted to remain. The Board's decision to require removal of a pet under this section shall be final and not subject to judicial review. The Owner of any pet in the Condominium shall be responsible for any damage to any person or property caused by the pet and shall indemnify and hold the Association and Board harmless from any and all liability arising from or caused by the pet. The owner of any pet on the Condominium Property shall immediately clean up any mess made by the animal in the Common or Limited Common Elements.

9.10 Antennas. No television or radio antenna of any kind may be installed within a Unit if it extends more than ten feet (10') above the highest point of the roof of the residence.

9.11 Fences. No front yard fencing shall be permitted without the prior written consent of the Board. Fencing from the front face of the residence located within the Unit along the Unit boundaries to the back boundary line is permitted, subject to approval from the Board relating to the design, materials and color of the fence. Approval from the Board must be acquired prior to construction, painting, repair or reconstruction of any fence. Each Owner shall be responsible for maintaining the fence installed for the Owner's Unit.

9.12 Damaged Improvements. No improvement which has been partially or totally destroyed by fire, earthquake or any other cause shall be allowed to remain in a state of disrepair for a period in excess of four (4) months from the date of such partial or total destruction. Corrective construction or reconstruction shall be required to commence within such four (4) month period and shall be completed within one (1) year; provided, however, that time periods may be extended by the Association in the event that corrective construction or reconstruction has not commenced or been completed as a result of factors beyond the control of the Unit Owner.

9.13 Business & Commercial Uses. Business and commercial use of any Unit shall be prohibited. This restriction shall include schools, daycares and other uses that may otherwise be permitted as conditional uses. This prohibition shall not prevent use of the Unit as an office, where the only person working in the office resides in the Unit as his or her primary residence; and further provided that no customers or clients, come to the Unit for the purpose of conducting business. The Declarant may use the real property and any Unit for the business of developing and selling all of the Units.

9.14 Additional Structures. No Structure or improvement of any kind may be placed within the Unit without prior written consent of the Board.

9.15 Street Lighting.

9.16 Modification of Structures. No Owner shall make any change to the Structures and landscaping located within the Owner's Unit, including color changes, without the prior written consent of the Board. This restriction shall only apply to those exterior improvements, and include, but are not limited to, color changes. The Board may adopt rules to provide exemptions from this requirement.

9.17. Vehicles. All motor vehicles must be in good working condition.

9.18 Timeshares. Timeshares are prohibited.

9.19 Rules and Regulations. All Unit Owners and their tenants, licensees and invitees shall comply with any Rules and Regulations governing operation of the Condominium and the use of the Common Elements, as may be adopted and amended from time to time by the Board.

ARTICLE 10 DEVELOPMENT RIGHTS, SPECIAL DECLARANT RIGHTS

10.1 Development Rights. The Declarant reserves the following Development Rights:

10.2 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

10.2.1 The right to complete improvements to the Condominium shown on the Survey Map and Plans, Including but not limited to the access road, utilities, parking and other structures. Declarant also reserves the right to make other improvements to the Common Elements including but not limited to landscaping, landscaping structures, signage, lighting, and the construction of other amenities.

10.2.2 The right to exercise those Development Rights described in Section 10.1 above, consistent with the requirements of RCW 64.34. 236.

10.2.3 The right to maintain sales offices, leasing offices, management offices, signs advertising the Condominium, and model Units. ADD MORE HERE?

10.2.4 The right to use easements through the Common Elements for the purpose of making improvements within the Condominium.

10.2.5 The right to appoint or remove any officer of the Association, or any member of the Board of Directors, or to veto or approve proposed actions of the Board of Directors or the Association, during the period of Declarant Control as described in Section 13.11.

10.3 Transfer. The rights described in this Article shall not be transferred except by instrument evidencing the transfer executed by the Declarant or the Declarant's successor and the transferee, and recorded in the land records of Skagit County, Washington. The rights and liabilities of the parties involved in such a transfer, and of all persons who succeed to any Special Declarant Right, are set out in RCW 64.34.316.

ARTICLE 11 ENTRY FOR REPAIRS OR MAINTENANCE

The Association and its agents or employees may enter any Unit and the Limited Common Elements allocated thereto to effect repairs, improvements, replacements, maintenance, or sanitation work deemed by the Board to be necessary in the performance of its duties, to do necessary work that the Owner has failed to perform, or to prevent damage to the Common Elements, Limited Common Elements or to another Unit. Except in cases of emergency that preclude advance notice, the Board shall cause the Unit occupant to be given notice as far in advance of entry as is reasonably practicable. In addition, the Association shall, through periodic inspections and institution of fines or other penalties, enforce each Owner's obligation to maintain its Unit. Such entry shall be made with as little inconvenience to the Owners and occupants as practicable. The Board may, after notice and opportunity to be heard and without any obligation to do so, perform work which an Owner has failed to perform and levy a special assessment against the Owner of the Unit for all or part of the costs of that work that the Owner has failed to perform, which may be collected and foreclosed by the Association in the same manner as assessments are collected and foreclosed under Article 15. Notwithstanding the foregoing, the Association shall have the right at its option to contract with the third party to perform any of the maintenance delegated to the Owners in this Section. For example, the Association may engage a third party to maintain the landscaping in front and side yards of the Units. The Board may levy a special assessment against the Owner of the Unit for all or part of the costs of work that the Owner has failed to perform which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 15.

ARTICLE 12 OWNER'S ASSOCIATION

12.1 Form of Association. The Association is created pursuant to RCW 64.34.300 and shall be organized as a non-profit Washington corporation, known as "JACOB'S LANDING CONDOMINIUM OWNERS' ASSOCIATION." The Association through actions of its Board and officers shall administer the Condominium.

12.2 Membership.

12.2.1 Qualifications. Each Unit Owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit so owned. Ownership of a Unit shall be the sole qualification for membership in the Association.

12.2.2 Transfer of Membership. The Association membership of each Unit Owner (including Declarant) shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, pledged, hypothecated, conveyed or alienated in any way except upon transfer of title to said Unit and then only to the transferee of title to such Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

12.3 Voting.

12.3.1 Number of Votes. The total voting power of all Units shall be equal to the number of units with one vote for each Unit.

12.3.2 Persons Authorized to Vote. The voting representative of each Unit shall be the group composed of all of its Owners. The Association may recognize the vote of any one or more of such Owners present in person or by proxy at any meeting of the Association as the vote of all such Owners. If there is more than one such Owner present at any meeting, or if there are disputed claimants to voting rights, and they do not agree to vote the Units vote unanimously, the majority of said Owners of claimants shall prevail and the vote allocated to said Unit cast accordingly. In the event that a majority of co-owners cannot be obtained on any issue, the Unit vote shall be entirely disregarded. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. In the event that a condominium is created within a Unit the Association, through its president or other authorized officer, shall be the voting representative.

12.3.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates eleven (11) months after its date of issuance.

12.3.4 Pledge of Power to Designate Voting Representative. The power to designate a voting representative may be pledged to a holder of a security interest in a Unit. If the power is so pledged, and if a copy of the instrument is filed with the Board, and if the secured parties' designee attends the meeting and requests to exercise the vote, then the vote of such designee shall be recognized as to the issues respecting which the pledge was given.

12.3.5 Pledge of Votes for or Ownership of More than One Unit- Voting. A person who owns more than one Unit (including Declarants and any Mortgagee) or to whom voting rights have been pledged for more than one Unit is entitled to exercise a combined total of voting power of all such Units.

12.3.6 Quorum. A quorum of Unit Owners at any annual or special meeting of the Association shall be present, in person or by proxy of persons holding one-third (1/3rd) of the total votes, unless otherwise expressly provided herein or in the Bylaws. If the quorum is present at any such meeting, any action may be taken by an affirmative vote of a majority of the total votes present at the meeting, except as otherwise expressly provided in the Act, this Declaration or the Bylaws.

12.3.7 Units Owned by the Association. No votes allocated to a Unit owned by the Association may be cast, and in determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

12.4 Bylaws of Association. The Declarant shall adopt the initial Bylaws of the Association. The Bylaws shall specify the procedures for timing and holding of annual and special meetings of the Association and may include any other matters or specify other procedures applicable to the organization and the administration of the Association not inconsistent with the Condominium Act or with this Declaration. The Bylaws may be amended by the Declarant at any time prior to the election of Directors by the Unit Owners and relinquishment by Declarant of Declarant Control. Thereafter the Bylaws may be amended, in whole or in part, by two-thirds (2/3^{rds}) vote of the Unit Owners at a meeting of the Association held for that purpose, or in such other manner as the Bylaws themselves may prescribe.

12.5 Meetings, Audits, Notices of Meetings.

12.5.1 Annual Meetings. There shall be an annual meeting of the Owners as established in the Bylaws. At the annual meeting, there shall be presented an accounting of the Common Expenses, itemizing receipts and disbursements for the preceding fiscal year, and the allocation thereof to each Owner, and the estimated Common Expenses for the coming fiscal year.

12.5.2 Special Meetings. Special meetings of the Owners may be called at any time for the purpose of considering matters, which by the terms of the Condominium Act or of this Declaration require the approval of all or some of the Owners, or for any other reasonable purpose. Such meeting shall be called by the president of the Association upon the decision of the president, or after request signed by a majority of the Board, or by written request by the Owners having at least twenty percent (20%) of the total votes.

12.5.3 Notice of Meetings. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary or other officer specified in the Bylaws, shall cause notice to be hand delivered or sent prepaid first class United States mail to the mailing address designated in writing by the Unit Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws, changes in the previously approved budget that result in a change in assessment obligations, and any proposal to remove a director or officer.

ARTICLE 13 MANAGEMENT OF CONDOMINIUM

13.1 Administration of the Condominium. The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association which are incorporated herein by reference and made a part hereof.

13.2 Election of Board and Officers.

13.2.1 Selection by Declarant. The affairs of all the Association shall initially be governed by a Board composed of at least one (1) but not more than three (3) members as determined by Declarant.

13.2.2 Selection By Owners. Prior to the Transition Date, election or appointment of members of the Board shall be governed by 13.2.1 and 13.11. Commencing with the first Association meeting at which the Unit Owners are to select the Board (other than a meeting held when Declarant still owned all of the Units), and unless the Bylaws are amended at that meeting, the Board shall be composed of three (3) members a majority of whom must be Owners of Units in the Condominium; provided, the Declarant (or a representative of Declarant) shall have the right (which may not be terminated by amendment to the Declaration or Bylaws, and which shall continue so long as any Special Declarant Rights or Development Rights remain in effect or Declarant has any obligation or liability of any express or implied warranty) to serve as a full non-voting member of the Association Board (with all of the rights and powers of a Board member except for the right to vote). Selection of the Board is described in the Articles of Incorporation and Bylaws.

13.2.3 Taking Office, Officers. The Board shall elect the officers of the Association. Such members of the Board and officers shall take office upon election. However, prior to the Transition Date, election of appointment of officers shall be governed by 13.11.

13.2.4 Removal. The Unit Owners, by a two thirds (2/3rds) vote or more of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause, other than a member appointed by the Declarant.

13.3 Management by Board.

13.3.1 On Behalf of Association. Except as otherwise provided in the Declaration, the Bylaws, or the Act, the Board shall in all instances act on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

13.3.2 Not on Behalf of Association. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners under the Declaration, to terminate the Condominium pursuant to RCW 64.34.268, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board. The Board may in accordance with the Bylaws, fill vacancies in its membership for the unexpired portion of any term.

13.3.3 Budget Approval. The Board shall comply with all provisions of the Declaration including Section 14.3 regarding budget approval.

13.4 Powers of the Association. [LANGUAGE TO BE ADDED COMING]

13.4.1 The Association acting by and through the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws and shall have all powers and authority permitted to the Association under the Act (specifically RCW 64.34.304) and this Declaration.

13.4.2 The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Ten Thousand Dollars (\$10,000) (adjusted upward consistent with any increase in the Consumer Price Index), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners.

13.4.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all of the Owners or any of them.

13.5 Borrowing by Association. In the discharge of its duties and the exercise of its powers as set forth in the Condominium Act and Section 13.4, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the Owner thereof) for such Unit's pro rata share of borrowed funds and the obligation to pay its pro rata share shall be a lien against such Unit. Provided, that the Owner of a Unit may remove their Unit from the lien of such Assessment by payment of the Allocated Interest in that Common Expense Liability attributable to such Unit. Subsequent to any such payment, discharge, or satisfaction, the Unit shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lien or from proceeding to enforce his rights against any Unit not so paid, satisfied, or discharged.

13.6 Limitations on Board's Liability. Except to the extent covered by insurance obtained by the Board, neither the Association nor the Board, nor the Declarant exercising the powers of the Board, shall be liable for any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements or resulting from electricity, water, rain or sand which may leak or flow from outside or from any parts of a building or from any of its pipes, drains, conduits, appliances, or equipment or from any other place; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or order of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

13.7 No Personal Liability for Decisions. So long as a Board member, Association committee member, or Association officer or Declarant or Declarant's managing agent exercising the powers of the Board, has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person and such person's evaluation of such information, no such person shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence, (except gross negligence) including any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity. Provided, that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Association.

13.8 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, or Declarant, or Declarant's managing agent exercising the powers of the Board, shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position at the time of such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty for willful misfeasance or malfeasance in the performance of his duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimburses as being for the best interest of the Association.

13.9 Association Records and Funds.

13.9.1 Records and Audits. The Association shall keep financial records in accordance with generally accepted accounting principles and in sufficient detail to enable the Association to comply with RCW 64.34.425 in providing resale certificates. All books and records of the Association shall be made reasonably available (at all reasonable hours of weekdays or under other reasonable circumstances) for examination and copying by Declarant, and any Owner, Mortgagee, insurer and guarantor of any Mortgage of any Unit, or their agents. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. If this Condominium consists of fifty or more Units, the financial statement of the Condominium shall be audited at least annually by a certified public accountant. If this Condominium consists of fewer than fifty Units, an annual audit is also required but may be waived annually by the Owners (other than the Declarant) of

Units to which sixty percent of the votes are allocated, excluding the votes allocated to Units owned by the Declarant. The finance statements shall be completed in time for the Association's annual meeting and in any event within one hundred and twenty (120) days following the end of the fiscal year. Any Mortgagee shall, upon request, be entitled to receive the annual financial statement within one hundred and twenty (120) days of the end of the fiscal year.

13.9.2 Fund Commingling. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any Managing Agent of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association

13.10 Association as Trustee. With respect to a third person dealing with the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry. A third person is not bound to inquire whether the Association has power to act as trustee or is properly exercising trust powers. A third person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

13.11 Declarant Control.

13.11.1 Declarant Control Until Transition Date. Until the Transition Date, the Declarant or person designated by Declarant shall have the right to appoint and remove all officers and members of the Board ("Declarant Control"); provided that (a) not later than sixty (60) days after conveyance of twenty five percent (25%) of the Units that may be created to Owners other than the Declarant, at least one member and not less than twenty five percent (25%) of the members of the Board must be elected by Owners and (b) not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Owners other than the Declarant, not less than one-third of the members of the Board must be elected by Owners.

13.11.2 Transition Date. Declarant Control of the Association shall terminate on the "Transition Date." The Transition Date shall be no later than the earlier of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Owners other than the Declarant, (b) two (2) years after the last conveyance of a Unit or the last exercise of a Development Right to create Units, or (c) the date on which the Declarant records an amendment to the Declaration pursuant to which the Declarant voluntarily surrenders the right to further appoint and remove officers and members of the Board. If the Declarant voluntarily surrenders control pursuant to (c) above, the Declarant may require that for the duration of the period of Declarant Control, specific actions of the Association or the Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

13.11.3 Declarant's Transfer of Association Control. Within sixty (60) days after the Transition Date, the Declarant shall deliver to the Association all property of the

Owners and of the Association held or controlled by the Declarant included by not limited to all items listed in RCW 64.34.312.

13.11.4 Audit of Records Upon Transfer. Upon termination of the period of Declarant Control, the records of the association shall be audited as of the date of transfer by an independent certified public accountant in accordance with generally accepted auditing standards unless the Owners, other than the Declarant, by two-thirds vote, elect to waive the audit. The costs of the audit shall be a Common Expense.

13.11.5 Termination of Contracts and Leases. If entered into before the Board elected by the Unit Owners takes office, (1) any management contract, employment contract, or lease or recreational or parking areas or facilities, (2) any other contract or lease between the Association and a Declarant or an Affiliate of a Declarant, or (3) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing may be terminated without penalty by the Association at any time after the Board elected by the Unit Owners takes office upon not less than ninety days' notice to the other party or within such lesser notice period provided for without penalty in the contract or lease. This section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Association to terminate a lease under this section.

ARTICLE 14 BUDGET AND ASSESSMENTS

14.1 Fiscal Year. The Board may adopt such fiscal year for the Association as it deems to be convenient. Unless another year is adopted, the fiscal year will be the calendar year.

14.2 Preparation of Budget. Not less than thirty (30) days before the end of the fiscal year the Board shall prepare a budget for the Association for the coming year. In preparing its budget the Board shall estimate the Common Expenses of the Association to be paid during the year, make suitable provision for accumulation of reserves, including amounts reasonably anticipated to be required for the operation, maintenance, repair, and replacement of the Common Elements and the Limited Common Elements, and shall take into account any surplus or deficit carried over from the preceding year and any expected income to the Association. The Declarant shall prepare the initial budget for the first fiscal year of the Association.

14.3 Ratification of Budget. Within thirty (30) days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing of the summary. Unless at that meeting the Owners to which a majority of the votes in the Association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Board.

14.4 Supplemental Budget. If during the year the budget proves to be inadequate for any reason, including nonpayment of any Owner's Assessments, the Board may prepare a supplemental budget for the remainder of the year.

14.5 Assessments for Common Expenses. The amounts required by the Association for Common Expenses as reflected by the annual budget and any supplemental budgets shall be divided into installments to be paid each month over the period of time covered by the budget or supplemental budget. The monthly Assessments for each Unit is the total of the Common Expense Liability of that Unit times the total monthly installment for Common Expenses for all Units. Monthly Assessments begin accruing for all Units upon the first Conveyance by Declarant of a Unit in the Jacob's Landing Condominium, provided that the Declarant may delay the commencement of Assessments for Common Expenses and pay all actual Common Expenses (but no allocation to reserves).

14.6 Special Assessments. For those Common Expenses which cannot reasonably be calculated and paid on a monthly basis, the Board may levy a special Assessment for such expenses against the Units, subject to ratification by the Owners pursuant to Section 14.3.

14.7 Special Allocations. Special Allocations are those Common Expenses which the Association specially allocates to select Units as permitted under this Section. The Association shall, to the extent reasonably practicable, in a reasonable non-discriminatory manner, specially allocate any Common Expenses benefiting fewer than all of the Units for those Units benefited in proportion to the benefit received.

14.8 Creation of Reserves, Assessments. The Board shall create reserve accounts for anticipated expenses for repairs, replacements, and improvements which will occur in the future in order to accumulate sufficient funds to pay such expenses when they occur. The operation of reserve accounts and Assessments for reserve accounts shall be further governed by the Bylaws. In addition, at the closing of the sale of each Unit, the first purchaser thereof shall pay to the Association, as a non-refundable contribution to an initial working capital and reserve fund, an amount equal to two times the initial monthly assessments against the Unit, which amount shall not be considered as an advance payment of regular assessments. Until assessments are commenced in accordance with the approved budget, Declarant shall not use any of the working capital fund to pay any operating expenses of the Condominium. At no time shall the Declarant use the working capital contributions to defray any of Declarant's construction costs or to make up any budget deficits. The Board shall determine, in its discretion, the amount of the funds to be used for working capital and for reserves.

14.9 Notice of Assessments. The Board shall notify each Owner in writing of the amount of the monthly general and special Assessments to be paid for the Owner's Unit and shall furnish copies of all budgets and the Common Expense Liability allocations which apply to the Unit, on which the general and special Assessments are based. The Board shall furnish the same information to an Owner's Mortgagee if so requested.

14.10 Payment of Monthly Assessments. On or before the first day of each calendar month each Owner shall pay or cause to be paid to the treasurer or designated agent of

the Association all Assessments against the Unit for that month. Any Assessment not paid by the tenth day of the calendar month for which it is due shall be delinquent and subject to late charges, interest charges, and collection procedures as provided in Article 15.

14.11 Proceeds Belong to Association. All Assessments and other receipts received by the Association on behalf of the Condominium shall belong to the Association.

14.12 Failure to Assess. Any failure by the Board or the Association to make the budgets and Assessments hereunder before the expiration of any year for the ensuing year shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the Owners from the obligation to pay Assessments during that or any subsequent year. The monthly Assessments amounts established for the preceding year shall continue until new Assessments are established.

14.13 Reconciliation of Assessments to Actual Expenses. The Association shall establish and maintain its accounts and records in such a manner that will enable it to deposit the Assessments for Common Expenses, including allocations to reserves, and income to the Association to the account of the appropriate Units and make its expenditures from the appropriate accounts. In order that the Unit Owners are correctly assessed for the actual expenses of the Association, the accounts of the Association shall be reconciled at least annually, and any surpluses (or deficits) in the accounts shall be credited to the benefit of or paid to (or charged to the account of or assessed against) the Owners of Units who paid the surplus (or owe the deficit).

14.14 Certificate of Unpaid Assessments. Upon the request of any Owner or Mortgagee of a Unit, the Board will furnish a certificate stating the amount, if any, of unpaid Assessments charged to the Unit. The certificate shall be conclusive upon the Board and the Association as to the amount of such indebtedness on the date of the certificate in favor of all purchasers and Mortgagees of the Unit who rely on the certificate in good faith. The Board may establish a reasonable fee to be charged to reimburse it for the costs of preparing the certificate.

14.15 Recalculation of Assessments. If Common Expense Liabilities are reallocated, Common Expense Assessments, special Assessments, and any installment thereof not yet due shall be recalculated in accordance with the reallocated liabilities.

ARTICLE 15 LIEN AND COLLECTION OF ASSESSMENTS

15.1 Assessments are a Lien, Priority. The Association has a lien on a Unit for any unpaid Assessment levied against a Unit from the time the Assessment is due. A lien under this Article shall be prior to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recording of this Declaration, (b) a Mortgage on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent, EXCEPT to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budgets adopted by the Association pursuant to Article 14 which would have come due during the six months immediately preceding the date of a sheriff's sale in an action for judicial Foreclosure by either the Association or a Mortgagee, the date of

trustee's sale in a non-judicial Foreclosure of a Mortgage, or the date of recording of the Declaration of Forfeiture in a proceeding by the vendor under a real estate contract, provided that the priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to three months if and to the extent that such lien priority includes any delinquencies which relate to a period after such Mortgagee becomes an Eligible Mortgagee or has given such notice and before the Association gives such Mortgagee a written notice of the delinquency, and liens for real property taxes and other governmental assessments or charges against the Unit. Recording of this Declaration constitutes record notice and perfection of the lien for Assessments, however, the Association may record a notice of claim of lien for Assessments in the real property records of the county in which the Unit is located. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to above.

15.2 Lien May Be Foreclosed, Judicial Foreclosure. The lien arising under this Article may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12. The Association or its authorized representative shall have the power to purchase the Unit at the Foreclosure sale and to acquire, hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial Foreclosure action, the period of redemption shall be eight months. Nothing in this Section shall prohibit the Association from taking a deed in lieu of Foreclosure. Except as provided in the exception to (b) in Section 15.1, the holder of a Mortgage or other purchaser of a Unit who obtains the right of possession of a Unit through Foreclosure shall not be liable for any Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale.

15.3 Assessments are Personal Obligation. In addition to constituting a lien on the Unit, all sums assessed by the Association chargeable to any Unit, including all charges provided in this Article, shall be the personal obligation of the Owner of the Unit when the Assessment is made. Suit to recover personal judgment for any delinquent Assessments shall be maintainable without foreclosing or waiving the liens securing them.

15.4 Extinguishment of Lien and Personal Liability. A lien for unpaid Assessments and the personal liability for payment of Assessments is extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

15.5 Joint and Several Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary Conveyance, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the grantor's Conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. Suit to recover a

personal judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

15.6 Late Charges and Interest on Delinquent Assessments. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

15.7 Recovery of Attorney's Fees and Costs. The Association shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the Association shall be entitled to recover costs and reasonable attorney's fees if it prevails on appeal and in the enforcement of a judgment.

15.8 Security Deposit. An Owner who has been delinquent in paying his monthly Assessments for three of the five preceding months may be required by the Board, from time to time, to make and maintain a security deposit not in excess of three months estimated monthly Assessments, which shall be collected and shall be subject to penalties for nonpayment as are other Assessments. The deposit shall be held in a separate fund, credited to such Owner, and may be resorted to at any time when such Owner is 10 days or more delinquent in paying Assessments.

15.9 Acceleration of Assessments. If an Owner is delinquent in the payment of any assessment for more than sixty (60) days and the Owner fails to cure the delinquency within fifteen (15) days after the notice from the Association stating the consequences of failing to cure the delinquency, then the Association may accelerate and demand immediate payment of all assessments coming due during the twelve (12) month period following the Association's notice. The Association may reasonably estimate any special allocations or special assessments in calculating the accelerated balance.

15.10 Remedies Cumulative. The remedies provided herein are cumulative and the Board may pursue them, and any other remedies which may be available under law although not expressed herein, either concurrently or in any order.

ARTICLE 16 ENFORCEMENT OF DECLARATION, BYLAWS, AND RULES AND REGULATIONS

16.1 Rights of Action. Each Owner, the Board, and the Association shall comply strictly with this Declaration, the Bylaws, and the rules and regulations adopted pursuant thereto, as they may be lawfully amended from time to time, and the decisions of the Board. Failure to comply with any of the foregoing shall be grounds for an action to recover sums due, damages, and for injunctive relief, or any or all of them, maintainable by the Board on behalf of the Association or by an Owner. The City of Bellingham is a third party beneficiary and shall have

standing to enforce the terms of this Declaration for those provisions described in Section 20.2 of this Declaration.

16.2 Failure of Board to Insist on Strict Performance No Waiver. The failure of the Board in any instance to insist upon the strict compliance with this Declaration or the Bylaws or rules and regulations of the Association, or to exercise any right contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of any term, covenant, condition, or restriction. The receipt by the Board of payment of an Assessment from an Owner, with knowledge of a breach by the Owner, shall not be a waiver of the breach. No waiver by the Board of any requirement shall be effective unless expressed in writing and signed for the Board. This Article also extends to the Declarant.

ARTICLE 17 CONSTRUCTION WITHIN UNITS

A Unit Owner, (including Declarant) at its sole cost and expense, shall have the right to construct (incompliance with the provisions of this Declaration and all applicable laws, rules and regulations) and thereafter maintain, repair, alter and replace Structures and any other improvements within the Unit owned by such Owner. In connection therewith, a Unit Owner is granted these same easements as granted to the Declarant (subject to the same limitations and conditions as imposed on Declarant).

ARTICLE 18 INSURANCE

18.1 General Requirements. Commencing not later than the time of the first Conveyance of a Unit to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, a policy or policies and bonds necessary to provide (a) property insurance, (b) commercial general liability insurance, (c) fidelity insurance, (d) workers compensation insurance to the extent required by applicable laws, (e) directors and officers liability insurance, and (f) such other insurance as the Board deems advisable. The Board shall review at least annually the adequacy of the Association's insurance coverage. All insurance shall be obtained from insurance carriers that are generally acceptable for similar projects, authorized to do business in the state of Washington. Notwithstanding any other provisions herein, the Association shall continuously maintain in effect property, liability, and fidelity insurance that meet the insurance requirements for Condominium projects established by FNMA, HUD, FHLMC, and VA so long as any of them is a holder of a Mortgage or Owner of a Unit, except to the extent such coverage is not available or has been waived in writing by them. All such insurance policies shall provide that coverage may not be cancelled or substantially reduced without at least forty five (45) days prior written notice ten (10) days for cancellation for nonpayment of premium) to the Association as the first named insured therein.

18.2 Property Insurance. The property insurance shall, at the minimum and subject to such reasonable deductible as the Board may determine, provide all risks of direct physical loss coverage in an amount equal to the full replacement cost of the Common Elements but not the Limited Common Elements, and Personal Property of the Association with an "Agreed

Amount Endorsement” and, if required by FNMA or FHLMC, construction code endorsements, such as a “Demolition Cost Endorsement”, a “Contingent Liability from Operating of Building Laws Endorsement”, and “Increased Costs of Construction Endorsement”, and such other endorsements as FNMA or FHLMC deems necessary and are available. Each Unit Owner shall be responsible for insuring any Structures, including the home, within the Owner’s Unit, as provided in Section 18.7.

18.3 Commercial General Liability Insurance. The liability insurance coverage shall insure the Board, the Association, the Owners, the Declarant, and the Managing Agent, and cover all of the Common Elements in the Condominium with a “Severability of Interest Endorsement” or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or of another Owner, and shall cover liability of the insured’s for Property damage, bodily injury, and death of persons arising out of the operating, maintenance, and use of the Common Elements, host liquor liability, employer’s liability insurance, automobile liability insurance, and such other risks as are customarily covered with respect to residential condominium projects of similar construction, location, and use. The limits of liability shall be in amounts generally required by Mortgagees for projects of similar construction, location and use but shall be at least \$1,000,000 combined single limit for bodily injury and property damage per occurrence and \$2,000,000 general aggregate.

18.4 Insurance Trustee, Power of Attorney. The named insured under the policies referred to in Section 18.2 and Section 19.3 shall be the Association, as trustee for each of the Owners in accordance with their respective interest in the Common Elements. The insurance proceeds may be made payable to any trustee with which the Association enters into an insurance trust agreement, or any successor trustee, who shall have exclusive authority to negotiate losses under the policies. The proceeds must be disbursed first for the repair or restoration of the damaged Property, and Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored or the Condominium is terminated. Each Owner appoints the Association, any insurance, trustee or successor trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purposes.

18.5 Additional Policy Provision. The insurance obtained pursuant to this Article shall contain the following provisions and limitations.

18.5.1 Each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner’s interest in the Common Elements or membership in the Association.

18.5.2 Such policies shall not provide for contribution by or assessment against Mortgagees or become a lien on the Property superior to the lien of a first Mortgage.

18.5.3 If, at the time of the loss under the policy, there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

18.5.4 Coverage shall not be prejudiced by (a) any act, omission, or neglect of the Owners of Units when such act or neglect is not within the scope of the Owner's authority on behalf of the Association, or (b) failure of the Association to comply with any warranty or condition with regard to any portion of the premises over which the Association has no control.

18.5.5 A waiver of subrogation by the insurer as to any and all claims against the Association, the Owner of any Unit, and/or their respective agents, member of the Owner's household, employees, or lessees, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured.

18.5.6 A standard Mortgagee clause which shall:

18.5.6.1 Provide that any reference to a Mortgagee in the policy shall mean and include all Mortgagees of any Unit or Unit lease or sublease in their respective order of preference, whether or not named therein,

18.5.6.2 Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Owners or any persons under any of them,

18.5.6.3 Waive any provision invalidating such Mortgage clause by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the Mortgagee pay any premium thereon, and any contribution clause, and

18.5.6.4 Provides that, without affecting any protection afforded by such Mortgagee clause, any proceeds payable under such policy shall be payable to the Association or the insurance trustee.

18.6 Fidelity Insurance. The required fidelity insurance shall afford coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all other persons who handle or any responsible for handling funds of or administered by the Association. The Managing Agent shall maintain fidelity insurance for its officers, employees, and agents who handle or who are responsible for handling funds of, or funds administered by the Association. The Managing Agent shall maintain fidelity insurance for its officers, employees, and agents who handle or who are responsible for handling funds of, or funds administered by the Association. All such fidelity insurance shall name the Association as an obligee and shall be not less than the estimated maximum of funds, including reserve funds, in custody of the Association at any time during the term of each policy, but, in no event, shall the aggregate amount of insurance be less than three months aggregate Assessments. The policy shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

18.7 Owner's Insurance, Obligation to Rebuild.

18.7.1 All Owners shall obtain and maintain property insurance, liability insurance, and such other insurance as the Board deems advisable. All insurance shall be obtained from insurance carriers that are generally acceptable for similar residential properties and authorized to do business in the state of Washington. All such insurance policies shall provide that coverage may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Association. All Owners shall provide the Association with proof of insurance upon the request of the Association.

18.7.2 The property insurance maintained by each Owner shall, at the minimum, provide all risks or special cause of loss coverage in an amount equal to the full replacement costs of the Owner's home with such reasonable deductibles and exclusions from coverage as the Board may from time to time approve by rule or regulation established. The endorsements to consider should include "Agreed Amount Endorsement," construction code endorsements, such as "Demolition and Increased Costs of Construction Endorsement" and "Contingent Liability from Operation of Building Laws Endorsement," or their equivalent, and such other endorsements as FNMA or FHLMC deem necessary and available.

18.7.3 The liability insurance coverage maintained by each Owner shall cover liability of the insured's for property damage and bodily injury and death of persons arising out of the operation, maintenance, and use of the Owner's Unit and Owner's home and such other risks as are customarily covered for similar residential properties.

18.7.4 If any portion of the Unit or Owner's home of which insurance is required under this Section is damaged or destroyed, it shall be repaired promptly by the Owner to the condition existing immediately prior to such damage or destruction, unless the repair or replacement would be illegal under any state or local health or safety statute or ordinance or unless the Owner of the Unit and Owners holding at least 67% of the votes in the Association agree to reconstruction pursuant to a different plan.

18.7.5 The Association shall have the right but not the obligation to monitor the maintenance of such insurance by Unit Owners and shall have the right, but not the obligation, to obtain such insurance for the Unit Owners if the Owners fail to obtain or maintain and specially assess the costs thereof to the Unit Owner.

18.8 Use of Insurance Proceeds. Any portion of the Common Elements for which insurance is required under this Article which is damaged or destroyed shall be repaired or replaced promptly by the Association unless (a) the Condominium is terminated, (b) repair or replacement would be illegal under any state or local health or safety statute or ordinance, including zoning or land use ordinances, or (c) all of the Unit Owners vote not to rebuild. The costs of repair or replacement in excess of the deductible, insurance proceeds and available reserves are a Common Expense. If all of the damaged or destroyed portions of the Common Elements are not repaired or replaced, (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium, and (ii) the remainder of the proceeds shall be distributed to all

the Unit Owners or lien holders, as their interest may appear, in proportion to the percentage of undivided interest appertaining to the Owner's Unit notwithstanding the provisions of this Section, Article 22 governs the distribution of insurance proceeds if the Condominium is terminated.

18.9 Other Insurance. The Board of Directors may obtain other insurance it deems advisable.

18.10 Flood Insurance.

ARTICLE 19 DAMAGE OR DESTRUCTION: RECONSTRUCTION

19.1

ARTICLE 20 EASEMENTS

20.1 In General. It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common Elements for: all support elements and utility, wiring, heat, drainage and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan; and for the maintenance, repair and replacement of all Structures and improvements within each Unit. Each Unit as it is constructed is granted an easement (to which each other Unit and all Common and Limited Common Element is subject) for the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

20.2 Utility, Etc., Easements. The Board, on behalf of the Association and all members thereof, shall have authority to grant utility, road and similar easements, licenses and permits under, through or over the Common Elements, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

20.3 Association Functions. There is hereby reserved to the Association, or their duly authorized agents and representatives, such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Association as are set forth, provided for or authorized in: this Declaration; or in the Articles, Bylaws or Association Rules.

20.4 Declarant Functions. There is hereby reserved to the Declarant (and its duly authorized agents, employees, contractors and representatives), such easements and rights of access over, across, under or into the Condominium (and any part thereof) as are necessary, for repairs, maintenance or replacement and/or to perform the rights, duties and obligations of the Declarant as are set forth, provided for or authorized in: this Declaration; Survey Map and Plans; Articles, Bylaws, or Association rules; building or other governmental permits or approvals; and

Purchase and Sale Agreement between Declarant and a Unit Purchaser; any express or implied warranty under which Declarant is obligated; or otherwise authorized or required by law.

20.5 Encroachments. Each Unit and all Common and Limited Common Element is hereby declared to have an easement over all adjoining Units and Common Limited Common Element, for the purpose of accommodating any encroachment or setback violation ("Encroachments") due to surveying errors, engineering errors, or errors in original construction, reconstruction, repair of any portion of a Building or Structure, or any other similar cause, and any Encroachments due to Building or Structure overhang or projection. There shall be valid easements for the maintenance of said Encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said Encroachments; provided, however, that in no event shall a valid easement for Encroachments be created in favor of an Owner or Owners if said Encroachments occurred due to the willful act or acts with full knowledge of said Owner or Owners. In the event a Unit or Common or Limited Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor Encroachments over adjoining Units, Structures and Common and Limited Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said Encroachments so long as they shall exist. The foregoing Encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit.

20.6 Future Development. It is hereby reserved to the Declarant (and its duly authorized agent, employees, contractors and representatives), such easements and rights over, across, under or into the property and Condominium as are necessary for the development of additional units on Tract B. Such easements include, but are not limited to, access, utilities and utility connections.

ARTICLE 21

AMENDMENT OF DECLARATION AND SURVEY MAP AND PLANS,

21.1 Procedures. Except in cases of amendments that may be executed by the Declarant under this Declaration or the Condominium Act, this Declaration, and the Survey Map and Plans, may be amended only by vote or agreement of the Owners of Units to which at least sixty seven percent (67%) of the votes in the Association are allocated. An Owner may propose amendments to this Declaration or the Survey Map and Plans to the Board. A majority of the members of the Board may cause a proposed amendment to be submitted to the members of the Association for their consideration. Notice of a meeting, at which an amendment is to be considered, shall include the text of the proposed amendment. Amendments may be adopted at a meeting of the Association or by written consent of the requisite number of persons entitled to vote after notice has been given to all persons (including eligible holders) entitled to receive notices. Upon the adoption of an amendment the amendment to this Declaration or the Survey Map and Plans will become effective when it is recorded or filed in the real property records in the county in which the Condominium is located. The amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to this Declaration and each previously recorded amendment thereto. Such amendments shall be prepared, executed, recorded, and certified on behalf of the Association by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Not action

to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one year after the amendment is recorded.

21.2. General Limitations. An amendment that creates or increases Special Declarant Rights, increases the number of Units, changes the boundaries of any Unit, the Allocated Interest of a Unit, or the uses to which any Unit is restricted shall require the vote or agreement of the Owner of each Unit particularly affected, the Declarant (if the Declarant owns a Unit or has the rights to exercise any Special Declarant Rights) and the Owners having at least ninety percent (90%) of the votes in the Association other than the Declarant. Certain provisions in this Condominium Declaration are for the purpose of ensuring that the Condominium Association maintains the basic infrastructure necessary to support the Buildings constructed within the Units and ensuring the safety of the residences.

21.3 Special Declarant/Development Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant or Development Right, or any other right, power, benefit, provided in the Declaration to Declarant (nor otherwise hinder the business activities or expectations of, or benefits provided hereunder to, the Declarant) without the consent of the Declarant and any mortgagee of record (excluding mortgagees of Units owned by persons other than the Declarant) with a security interest in the Special Declarant or Development Right or in any real property subject thereto.

21.4 Lender Requirements. All Unit Owners covenant and agree, for themselves and their heirs, successors and assigns, to vote in favor of and implement any amendments hereto which may be necessary to satisfy the requirements of the Federal National Mortgage Association, Veteran's Administration and Federal Housing Administration.

ARTICLE 22 TERMINATION OF CONDOMINIUM

22.1 Action Required. The Condominium may be terminated pursuant to Section 19.7 or by agreement of Owners of Units to which at least ninety percent (90%) of the votes in the Association are allocated and in accordance with the Condominium Act.

22.2 Condominium Act Governs. The provisions of the Condominium Act relating to termination of a Condominium contained in RCW 64.34.268, as it may be amended, shall govern the termination of the Condominium, including but not limited to, the disposition of the Real Property in the Condominium and the distribution of proceeds from the sale of that Real Property.

ARTICLE 23 NOTICES

23.1 Form and Delivery of Notice. Unless provided otherwise in this Declaration, all notices given under the provision of this Declaration or the Bylaws or rules or regulations of the Association shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered upon being

deposited in the United States mail, first class, postage prepaid, addressed to the person entitled to such notice at the most recent address known to the Board. Notice to the Owner of any Unit shall be sufficient if mailed to the Unit if no other mailing address has been given to the Board. Mailing addresses may be changed by notice in writing to the Board. Notices to the Board shall be given to the president or secretary of the Association.

23.2 Notices to Eligible Mortgagees. An Eligible Mortgagee is a Mortgagee that has filed with the secretary of the Board a written request that it be given copies of the notices listed below. The request must state the name and address of the Eligible Mortgagee and the designation or address of the Unit on which it has (or insures or guarantees) a Mortgage. Unit such time thereafter that the Eligible Mortgagee withdraws the request or the Mortgage held, insured, or guaranteed by the Eligible Mortgagee withdraws the request or the Mortgage held, insured, or guaranteed by the Eligible Mortgagee is satisfied, the Board shall send to the Eligible Mortgagee timely written notice of (a) any proposed amendment of this Declaration or Survey Map and Plans effecting a change in (a) the boundaries of any Unit, (ii) the exclusive easement rights, if any, appertaining to any Unit, (iii) the interest in the Common Elements or the liability for Common Expenses of any Unit, (iv) the number of votes in the Association allocated to any Unit, or (v) the purposes to which a Unit or the Common Elements are restricted, (b) any proposed termination of Condominium status, transfer of any part of the Common Elements, or termination of professional management of the Condominium (c) any condemnation loss or casualty loss that affects a material portion of the Condominium or that affects any Unit on which an Eligible Mortgagee has a first Mortgage, (d) any delinquency which has continued for 60 days in the payment of Assessments or charges owed by an Owner of a Unit on which an Eligible Mortgagee had a Mortgage, (e) any lapse, cancellation, or material modification of any insurance policy maintained by the Association pursuant to Article 19, or (f) any proposed action that would require the consent of a specified percentage of Eligible Mortgagees pursuant to Article 20 or Article 21.

ARTICLE 24 SEVERABILITY

The provisions of this Declaration shall be independent and severable, and the unenforceability of any one provision shall not affect the enforceability of any other provision, if the remaining provision or provisions comply with the Condominium Act.

ARTICLE 25 EFFECTIVE DATE

This Declaration shall take effect upon recording.

ARTICLE 26 REFERENCE TO SURVEY MAP AND PLANS

The Survey Map and Plans were filed with the Whatcom County Auditor's Office simultaneously with the recording of this Declaration under Auditor's No.

ARTICLE 27
ASSIGNMENT BY DECLARANT

The Declarant reserves the right to assign, transfer, sell, lease, or rent all or a portion of the Property then owned by it and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration. DECLARANT MAY CONVERT THE REAL PROPERTY TO A TRADITIONAL SUBDIVISION.

DATED this _____ day of April, 2017.

DECLARANT:

RUSSELL D. JETER, TRUSTEE
OF R. JETER FAMILY TRUST

By _____
Russ Jeter, Trustee

[illegible]

On this _____ day of April, 2017, before me personally appeared Russ Jeter, to me known to be the Trustee of the RUSSELL D. JETER, TRUSTEE OF R. JETER FAMILY TRUST who executed the within and foregoing instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Printed Name: _____
 Notary Public in and for the State of Washington,
 residing at _____.
 My Commission Expires: _____.

EXHIBIT "A"

PARCEL A:

Lots 1 through 6, Block 5, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

PARCEL B:

Lots 15 through 20, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

PARCEL C:

Lots 1 through 6, Block 4, KELLOGG & FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

All situated in Skagit County, Washington.

PARCEL D:

Lots 1 through 6, inclusive, Block 12, and Lots 15 through 20, inclusive, Block 5, KELLOGG AND FORD'S ADDITION TO ANACORTES, according to the plat thereof recorded in Volume 1 of Plats, page 41, records of Skagit County, Washington;

Situated in Skagit County, Washington.

EXHIBIT “B”

DRAFT

EXHIBIT “C”

DRAFT

EXHIBIT "D"

Unit #	Square Footage	Street Address
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
Note: this is an airspace condominium, and, therefore, the information requires under RCW 64.34.216(e) (ii)(iii)(iv)(v) is not included since there are no structures within the unit		



Planning Commission Agenda Bill

Meeting Date: 5/24/2017 **Agenda Item:** 5

Subject: Anacortes School District, Temporary Portable(s), CUP-2017-0001

Staff Contact: Kevin Cricchio, AICP, Associate Planner

Approved for Submittal to Commission by	
X	Don Measamer, Director

Action Type	
X	Public Hearing
X	Discussion
X	Possible Action

Summary & Background: The City of Anacortes' Planning, Community, & Economic Development Department received a Conditional Use Permit to permit the temporary placement of a 2,700 square foot portable building on the grass field located at the southeast corner of the intersection of 22nd Street and "J" Avenue. The building will be used to house Cap Sante High School. The proposal includes moving the building to this location June of 2017 and removing it fall of 2019.

In addition to the 2,700 square foot portable building discussed above, the applicant also requests the temporary placement of two optional 1,100 square feet (2,200 square feet total) portables. If the two optional portables are used, they would be in place the summer of 2018 and removed in the fall of 2019. An open-record public hearing before the Planning Commission has been scheduled for 6:00 PM on May 24, 2017. Please bring your packets with you to the hearing.

Recommendation: The Department of Planning, Community, and Economic Development recommends that the Planning Commission make a motion to recommend approval to City Council regarding the subject Conditional Use Permit subject to staff's suggested conditions of approval.

Attachments:

[Staff Report with Draft Planning Commission's Findings of Fact, Conclusions of Law, & Recommendation](#)

[Exhibit #01, Master Permit Application, Narrative, & CUP Criteria of Approval,](#)

[Exhibit #02, Assessor's Info & City GIS Map](#)

[Exhibit #03, Notice of Application & Hearing](#)

[Exhibit #04, Public Comments Received](#)

Exhibit #05, Agency & Department Comments Received

Exhibit #06, Site Plan

Exhibit #07, Drainage Analysis /Stormwater Plan & Third Party Review



**STAFF REPORT WITH PLANNING COMMISSION'S
DRAFT FINDINGS OF FACT, CONCLUSIONS OF LAW, &
RECOMMENDATION:**

OPEN-RECORD PUBLIC

HEARING DATE: Wednesday, May 24, 2017, @ 6:00 PM

CLOSED-RECORD PUBLIC

HEARING DATE: Monday, June 05, 2017, @ 6:00 PM

FILE NUMBER: CUP-2017-0001

PROJECT LOCATION: The site is addressed as 1517 22nd Street, Anacortes, WA. The subject property is located at the southeastern corner of 22nd Street and "J" Avenue. The site is located within a portion of Section 24; Township 35 North; Range 01 East; Willamette Meridian.

SUBJECT PARCEL #: P31801

**APPLICANT &
LANDOWNER:**

Anacortes School District
2200 "M" Avenue
Anacortes, WA 98221

PROJECT CONTACT:

Marc Estvold, Project Manager
3302 Oakes Avenue
Anacortes, WA 98221

**STAFF REPORT
PREPARED BY:**

Kevin Cricchio, AICP
Associate Planner
City of Anacortes
904 6th Street
Anacortes, WA 98221

SUBJECT PROPOSAL: The applicant has applied for a Conditional Use Permit (CUP) to permit the temporary placement of a 2,700 square foot portable building on the grass field located at the southeast corner of the intersection of 22nd Street and “J” Avenue. The building will be used to house Cap Sante High School. The proposal includes moving the building to this location June of 2017 and removing it fall of 2019. Additionally, a 1,200 square foot crushed surface parking area with two parking areas is proposed just west of the building and 476 square feet of graveled paths.

In addition to the 2,700 square foot portable building discussed above, the applicant also requests the temporary placement of two optional 1,100 square feet (2,200 square feet total) portables, 320 square feet of ramp and deck, and 720 square feet of graveled parking. If the two optional portables are used, they would be in place the summer of 2018 and removed in the fall of 2019.

EXISTING LAND USE: The project site sits vacant with no improvements on it. Anacortes School District student’s uses the ball-field for recreational purposes.

CURRENT ZONING & COMP.

PLAN DESIGNATION: Public Use (P) Zoning District

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Residential Medium Density (R3) Zoning District	22 nd Street & Single-Family Residences
South:	Public Use (P) Zoning District	Island View Elementary School
East:	Public Use (P) Zoning District	School District’s Tennis Court
West:	Residential Medium Density (R3) Zoning District	“J” Avenue & Fidalgo Pool & Fitness Center District

SITE ACREAGE: ~2.24 Acres (According to Assessors’ Records)

DRAFT FINDINGS OF FACT:

I. GENERAL BACKGROUND:

1. A pre-application conference was conducted at 1:30 PM on April 27, 2017, concerning the proposed development (File #: PRE-2017-0008).
2. The applicant conducted a neighborhood meeting at the senior center at 6:00 PM on May 3, 2017.

3. On April 12, 2017, the applicant submitted the subject Conditional Use Permit to the City of Anacortes' Department of Planning, Community, & Economic for review.
4. Following a review of the application material submitted, the Department of Planning, Community, & Economic deemed the application complete effective April 26, 2017.
5. Per AMC Table 19.20.030-1, Conditional Use Permits require a twenty-one (21) day comment period. The twenty-one (21) day comment period ended at 5:00 PM on May 17, 2017, but comments were accepted up until the close of the of the open-record public hearing.

II. NOTICE OF APPLICATION (NOA) & NOTICE OF HEARING (NOH):

1. A "Notice of Application & Hearing" was published in the Anacortes American Newspaper on April 19, 2017.
2. The Notice of Application & Hearing was posted onsite in two different locations on April 14, 2017. Additionally, the notice was posted at the library, city hall, the local USPS, and on the city's website on April 14, 2017.
3. The notice was mailed to neighboring landowners located within 300 feet of the subject property on April 14, 2017.
4. Agencies and departments of jurisdiction were solicited for comment on April 14, 2017.
5. In the morning on Monday, April 17, 2017, PCED received revisions from the applicant. Therefore, re-noticing was required.
6. Accordingly, the revised "Notice of Application & Hearing" was published in the Anacortes American Newspaper on April 26, 2017.
7. The project site was reposted in two different locations with the revised notice on April on April 17, 2017. Additionally, the notice was posted at the library, city hall, the local USPS, and on the city's website on April 17, 2017.
8. The revised notice was mailed to neighboring landowners located within 300 feet of the subject property on April 17, 2017.

III. CRITICAL AREA / ENVIRONMENTALLY SENSITIVE AREA REVIEW:

No critical areas are located either on the subject property or within three hundred (300) feet of it.

IV. STATE ENVIRONMENTAL POLICY ACT:

The subject proposal is exempt from SEPA environmental review per WAC § 197.11.800 and AMC § 18.04.120.

V. PUBLIC COMMENT:

To date, no public comment has been received (**See Exhibit # 04**).

VI. AGENCY & DEPARTMENT COMMENT:

Comments received from both agencies and departments of jurisdiction can be found in **Exhibit # 05**.

VII. ZONING ORDINANCE/CODE:

1. Per AMC § 17.26.040(A), "Public Schools" in the Public Use Zoning District require a Conditional Use Permit. Accordingly, the applicant has submitted a Conditional Use Permit to permit the placement of one or more portables onsite temporarily until the Fall of 2019 while Anacortes High School is being rebuilt.
2. Per AMC § 17.26.060, there are no minimum setback requirements in the Public Use Zoning District.
3. Additionally, per AMC § 17.26.080 there is no maximum land coverage in the Public Use Zoning District
4. Per AMC § 17.26.090, the maximum permitted building height in the Public Use Zoning District is thirty-five (35) feet above average original grade. The proposed portables will be well below the maximum permitted height.
5. Per AMC § 17.46.020, the minimum number of off-street parking spaces required for public schools is 1 per 4 fixed seats or 10 per 1,000 net square if no fixed seats. Since this is a temporary use, the applicant is proposing the location of one off-street parking space for each classroom /portable along with one handicap stall. Moreover, the applicant contends that the majority of students using the portable(s) will be walking from Anacortes High School. Additionally, there a significant amount of on-street parking alongside "J" Avenue and 22nd Street available for students that do drive.
6. Per Ordinance 2991, development shall comply with the Department of Ecology's 2012, Stormwater Management Manual for Western Washington as amended in December 2014. Accordingly, the applicant submitted a drainage analysis/ stormwater plan, which was reviewed on behalf of the city by third-party review (**See Exhibit #07**). Revisions to the drainage analysis /stormwater plan were requested by third party review.
7. Per AMC § 19.36.040, in order to grant a Conditional Use Permit, the decision maker must find that the use would be consistent with the following criteria as follows:
 - A) The use would comply with any specific requirements for the conditional use specified elsewhere in this code.

STAFF ANALYSIS:

Per AMC § 17.26.040(A), public schools require a Conditional Use Permit in the Public Use Zoning District.

- B) Access to this site is appropriate considering the anticipated volume of traffic resulting from the use.

STAFF ANALYSIS:

Access to the site will be by way of “J” Avenue and 22nd Street.

- C) Off-street parking and loading facilities are adequate in terms of location, amount, and design to service the use.

STAFF ANALYSIS:

The subject proposal involves the temporary placement of 1-3 portables onsite for use as classrooms while Anacortes High School is undergoing re-development. One off-street parking space for each classroom /portable along with one handicap stall is proposed. The applicant contends that the majority of students using the portable(s) will be walking from Anacortes High School. Additional off-street parking is available at Anacortes High School for student using the portable classrooms. Adequate on street parking is also available along both “J” Avenue and 22nd Street.

- D) The amount and location of open space and the provision of screening is such that buffering of incompatible uses is achieved.

STAFF ANALYSIS:

The proposed temporary placement of 1-3 portable classrooms is the only proposed use onsite. No location of open-space or screening is proposed. The site is separated from other uses by a playfield to the south, a tennis court to the east, and city streets located to the north and west thereof.

- E) The location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining, or neighboring properties.

STAFF ANALYSIS:

Streetlights are located on the west side of “J” Avenue. Each of the 1-3 proposed portable classrooms will have a light above the exterior door. If any additional outdoor lighting is proposed, it will be down-shielded as conditioned below.

- F) Hours and manner of operation of the propose use, including anticipated noise generation, are not inconsistent with the adjacent or nearby uses.

STAFF ANALYSIS:

The proposed hours of operation will be 7:00 AM to 3:00 PM, Monday through Friday. There is no school during the months of summer. No generation of noise is expected beyond that of the adjacent school use located to the east and south of the project site.

- G) Public facilities and utilities are capable of adequately serving the proposed use.

STAFF ANALYSIS:

Public utilities including but not limited to power, potable water, and sanitary sewer are available at the project site and will be used.

- H) The physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development.

STAFF ANALYSIS:

The site is predominantly flat and vegetated with grass as it has been used a ball-field for recreation by the school district. The conditions of the site are conducive for the proposed development.

- I) Any other factors deemed relevant to the decision maker.

STAFF ANALYSIS:

As is required per AMC Table 19.20.030-1, both a pre-application conference and neighborhood meeting were conducted for the subject Conditional Use Permit.

The 1-3 proposed portables will be located onsite temporarily until Fall of 2019, while Anacortes High School is being re-developed. The applicant has attempted to minimize as much as possible any impacts to the neighborhood and its residents.

8. The subject proposal is, is not consistent with the above development regulations and the proposed land use is permitted in the underlying zoning districts.

VIII. CONCLUSIONS OF LAW:

1. The public notice requirements of the Conditional-Use Permit have, have not been complied with.
2. The project is, is not consistent with the general purposes of the City's Comprehensive Plan, the city's planning standards and specifications of the zoning ordinance, and other ordinances applicable to the proposal.
3. The Planning Commission bases its Findings of Fact, Conclusions of Law &

Recommendation on the entire record, including all testimony and exhibits. Any finding, which would be deemed a Conclusion of Law, and any Conclusion of Law which should be deemed a finding is hereby adopted as such.

IX. STAFF RECOMMENDATION:

The Department of Planning, Community, and Economic Development recommends that the Planning Commission make a recommendation of approval to City Council regarding the subject Conditional Use Permit subject to staff's suggested conditions of approval listed below.

X. RECOMMENDATION:

Based on the foregoing information and analysis, the environmental documents submitted by the applicant, and the City regulatory authority to implement the policies, standards, and the regulations of the Anacortes Municipal Code (AMC), the Planning Commission **recommends approval, approval with conditions, or denial** to City Council concerning the subject Conditional Use Permit subject to staff's suggested conditions of approval listed below.

XI. CONDITIONS OF APPROVAL:

1. The applicant shall be responsible for reimbursement to the City for both the cost third party review and for the cost of posting, mailing and publication of the public hearing for this proposal. Payment shall be made prior to building permit application submittal or issuance.
2. All applicable permits shall be secured before any construction activities begin onsite.
3. If any garbage dumpsters are proposed, the applicant is responsible for following the city's dumpster pad specifications.
4. If any garbage dumpsters are used, dumpsters shall be screened by constructing a wood enclosure(s) around them surrounded by landscaping. Both wood enclosures and landscaping shall be in place prior to certificate of occupancy being issued.
5. All exterior lighting shall be down-shielded thus preventing light trespass and impacts to the neighborhood.
6. The location of 1-3 portable classrooms onsite is temporary lasting until the Fall of 2019. Thereafter, all portable(s) shall be removed from the subject property and the site shall be restored to its present condition. Notwithstanding, a new Conditional Use Permit will be required to permit the continued location of said portables onsite past fall of 2019.
7. Development shall comply with the Department of Ecology's 2012, Stormwater Management Manual for Western Washington as amended in December 2014.

These Findings of Fact, Conclusions of Law, and Recommendation were adopted by the City of Anacortes' Planning Commission on **May 24, 2017**.

**CITY OF ANACORTES, WASHINGTON
PLANNING COMMISSION**

By _____
Marty Laumbattus, Planning Commission Chair

EXHIBITS:

EXHIBIT NUMBER:	NAME OF EXHIBIT:
Exhibit #01	Master Permit Application, Narrative, & CUP Criteria of Approval
Exhibit #02	Assessor's Info & City GIS Map
Exhibit #03	Notice of Application & Hearing
Exhibit #04	Public Comments Received
Exhibit #05	Agency & Department Comments Received
Exhibit #06	Site Plan
Exhibit #07	Drainage Analysis/ Stormwater Plan & Third Party Review

EXHIBIT #01:

MASTER PERMIT APPLICATION, NARRATIVE, & CUP CRITERIA OF APPROVAL

REVISED



PLANNING, COMMUNITY, & ECONOMIC DEVELOPMENT DEPARTMENT

MASTER PERMIT APPLICATION

Mailing Address: P.O. Box 547, Anacortes, WA 98221

Office Location: 904 6th Street, Anacortes WA 98821

Phone: (360) 299-1984, Fax: (360) 293-1938

REVISED

PERMITS REQUESTED FROM THE CITY OF ANACORTES:

☐ Accessory Dwelling Unit (ADU)	☐ Annexation Request	☐ Administrative Interpretation
☐ Administrative Conditional Use Permit	☐ Binding Site Plan (Preliminary)	☐ Binding Site Plan (Final)
☐ Boundary Line Adjustment (BLA)	☐ Clearing Permit	☐ Code (AMC) Amendment
☐ Comprehensive Plan Amendment	☒ Conditional Use Permit (CUP)	☐ Cottage Housing
☐ Essential Public Facility	☐ Extension of Time for Approval	☐ Floodplain Development Permit
☐ Grade and Fill Permit	☐ Home Occupation Permit	☐ Lot Certification
☐ Manufactured Home Subdivision	☐ Minor Permit Revision	☐ Plat (Preliminary)
☐ Plat (Final)	☐ Plat Amendment /Modification	☐ Reasonable Use Exception
☐ Rezone Request	☐ SEPA Environmental Review	☐ Shoreline Exemption
☐ Shoreline Substantial Development Permit	☐ Shoreline Conditional Use Permit	☐ Shoreline Variance
☐ Short Plat /Subdivision (Preliminary)	☐ Short Plat /Subdivision (Final)	☐ Special Use Permit
☐ Stormwater Management Manual Adjustments & Exceptions	☐ Variance (Level 1)	☐ Variance (Level 2)

PROJECT & SITE INFORMATION:

SITE ADDRESS: 22 ND 3 RD J AVE	PROJECT NAME: CAP SANTE HS PORTABLE
PARCEL NUMBER(S): P31801	SECTION, TOWNSHIP, & RANGE
LOT SQUARE FOOTAGE & ACREAGE:	PROJECT VALUATION: \$ 75,000
LEGAL DESCRIPTION:	PRESENT ZONING: PUBLIC
PRESENT USE OF PROPERTY: VACANT	CUT & FILL (CY) PROPOSED: SEE ATTACHED
PRE-APPLICATION CONFERENCE REQUIRED: ☐ Yes ☐ No	WATER SOURCE: ☒ City of Anacortes ☐ Private Well ☐ Community Well
SEWAGE DISPOSAL: ☒ City of Anacortes ☐ Septic Tank	ROAD ACCESS: ☒ City Road ☐ State Highway ☐ Private Road
CRITICAL AREAS WITHIN 300 FEET: ☐ Yes ☒ No	WATER BODIES WITHIN 200 FEET: ☐ Yes ☒ No

FLOODPLAIN: Flood Zone: NO FIRM Panel #	Date of Panel:
LOT COVERAGE AREA CALCULATIONS: Existing Square Footage:	Proposed Square Footage: 2,700 NOW + 2,200 FUTURE POSSIBLE
IMPERVIOUS SURFACE AREA CALCULATIONS: Existing Impervious Square Footage:	New Impervious Surface: 4,400 NOW + 3,240 FUTURE POSSIBLE

PROPERTY OWNER INFORMATION: ☐ Multiple owners attached	
NAME: <u>AWACORPES SCHOL DIST</u>	MAILING ADDRESS: <u>2200 N. AVE</u>
CITY, STATE, ZIP: <u>AWACORPES WA</u>	PHONE #: <u>360-293-1211</u>
FAX #:	EMAIL ADDRESS: <u>TRANSAY@ASD103.ORG</u>
APPLICANT INFORMATION: ☒ Same as property owner	
NAME:	MAILING ADDRESS:
CITY, STATE, ZIP:	PHONE #:
FAX #:	EMAIL ADDRESS:
CONTACT PERSON: ☐ Same as property owner ☐ Same as applicant	
NAME: <u>MARC ESTVARD</u>	MAILING ADDRESS: <u>3302 DAKES AVE</u>
CITY, STATE, ZIP: <u>AWACORPES WA.</u>	PHONE #: <u>360 770 3994</u>
FAX #:	EMAIL ADDRESS: <u>WESTVAN@COMCAST.NET</u>
DESCRIPTION OF SUBJECT PROPOSAL:	
PROPOSED WORK:	
<u>PLEASE SEE ATTACHED</u>	

NOTES:

- ☐ I am the property owner and I grant permission to city staff to enter the project site to verify presence or absence of critical areas and to perform inspections of the work proposed by this application; or
- ☐ Attached is a letter of authorization stating that I have the consent of the property owner to submit the subject application on their behalf. Additionally, the property owner has granted permission to city staff to enter the project site in order to verify the presence or absence of critical areas and to perform inspections of work proposed by this application.
- ☐ A notarized affidavit (see below) is required to be completed by all persons having an ownership interest in the subject property and the applicant, if different from the property owner(s). If the signatory is not listed as the owner in the title report, or if the signatory is signing on behalf of an entity, documentation authorizing the signatory to sign the affidavit on behalf of the individual or entity shall provided.

SIGNATURE REQUIRED:

I certify that the information, statements, answers above regarding the subject application(s) are true and correct to the best of my knowledge and belief.

Signature: Mark Wenzel Title: SUPERINTENDENT
 Print Name: DR MARK WENZEL Company: AWACORPES SCHOL DISTRICT
 Date: 4.10.17



**Marc L. Estvold, Inc. AIA, LEED AP
Project Management**

3302 Oakes Avenue • Anacortes, Washington 98221 • 360-770-3994 • mestvold@comcast.net

April 10, 2017 **REVISED**

Mr. Don Measamer, Director
Planning, Community & Economic Development Department
904 6th Street
Anacortes, WA 98221

RE: Cap Sante High School Relocation & Future Portable Relocation, Conditional Use Permit Application

Mr. Don Measamer,

Please find attached a Master Permit Application, from the Anacortes School District for a Conditional Use Permit to place a 2,700-square foot portable building on the grass field located at the southeast corner of the intersection of 22nd Street and "J" Avenue. The building will be used to house Cap Sante High School (CSHS). The proposal includes moving the building to this location in June of 2017 and removing it in the fall of 2019. In addition to the 2,700-square foot temporary building, a 1,200-square foot crushed surface parking area consisting of two parking places is proposed just west of the building. The proposal also included 476 square feet of graveled paths.

Please note that in addition to the portable that we are planning to move to the site June of 2017, we have also indicated two "optional" portables on the site plan, 1,100 square feet each. Along with these two optional portables we have indicated 2 future parking spaces to support required staff. If we need these two additional portables, they would be in place the summer of 2018 and be removed with the CSHS portable in the fall of 2019. Total impervious area for these two possible future portables would be 2,200 square feet of building, approximately 320 square feet of ramp and deck, and approximately 720 square feet of graveled parking.

There would be minimal amount of cut and fill involved in siting the buildings, the existing sod would be removed under the buildings, and in the areas to receive gravel. Other than the gravel required to create the parking spaces and paths, no fill is contemplated. The site slopes slightly downward to the east at approximately 1.5% in the area of the building and parking. An existing sidewalk runs the length of 22nd Street and "J" Avenue. All required utilities are currently available at the site.

The proposed temporary classroom buildings will be placed on concrete footings with a continuous skirting around the base of the buildings. Access to the buildings will be provided by an ADA approved ramps, with connecting gravel paths to the parking area or the sidewalk along 22nd Street. An emergency exit with stair will also be provided on the east side of the larger portable building.



**Marc L. Estvold, Inc. AIA, LEED AP
Project Management**

3302 Oakes Avenue • Anacortes, Washington 98221 • 360-770-3994 • mestvold@comcast.net

April 18, 2017

Mr. Don Measamer
Planning, Community & Economic Development Department
904 6th Street
Anacortes, WA 98221

***RE: Cap Sante High School Relocation & Future Portable Relocation, Conditional
Use Permit Application***

Mr. Don Measamer,

In response to questions/comments received from the City of Anacortes on April 17, 2017 regarding the above referenced CUP application, please find our response. City comments in purple, our response in italics.

A. CUP responses referenced old CUP criteria, need to use title 19.

19.36.040 - Criteria.

A. In order to grant a conditional use permit, the decision maker must find that the use would be consistent with the following criteria:

1. The use would comply with any specific requirements for the conditional use specified elsewhere in this code;
The current zoning is Public, the proposed use is that of a school which is a conditional use in Public zoning.
2. Access to the site is appropriate considering the anticipated volume of traffic resulting from the use;
Access to the site will be via public streets which are currently in place.
3. Off-street parking and loading facilities are adequate in terms of location, amount, and design to service the use;
We have allocated one parking space for each of the classrooms plus one Handicapped space. There is additional off street parking to the north at the High School, to the east at the Middle School and to the south at Island View Elementary. There is also on-street parking available.

4. The amount and location of open space and the provision of screening is such that buffering of incompatible uses is achieved;
These will be the only uses on the site. The site is separated from other uses by play field to the south, street to the west & north and tennis courts to the east.
5. The location and intensity of outdoor lighting is such that it does not cast light on adjacent, adjoining, or neighboring properties;
There are existing street lights on the west side of J Avenue and there are "porch lights" over the doors to the classrooms. If additional lighting is required, it will be accomplished via a light arm with "shoebox cover" mounted to the side of the building. The "shoebox cover" will shield the light from casting light on neighboring properties.
6. Hours and manner of operation of the proposed use, including anticipated noise generation, are not inconsistent with the adjacent or nearby uses;
Hours of operation will be normal school time hours 7:00 am to 3:00 pm Monday through Friday with summers off. We are not aware of any noise that will be generated beyond that of the adjacent school uses.
7. Public facilities and utilities are capable of adequately serving the proposed use;
Public utilities are available at the site of adequate size to serve the proposed use.
8. The physical conditions of the site, including size, shape, topography, and drainage, are suitable for the proposed development;
The physical conditions of the site are suitable in all ways for the proposed use.
9. Any other factors deemed relevant to the decision-maker.
Neighborhood views are a consideration in the proposal. We have located the portables as far to the north on the site as possible and nestled them as compactly as allowable, in an effort to minimize as much as possible any impact on neighborhood views.

B. How many staff & students at peak hour?

The enrollment in the Cap Sante High School is currently 65 students. Students typically only attend 3 hours per day, so at any one time it is estimated there will be 18-24 students in that building. There would typically be two staff members in this building. Hours of instruction are typically 7:00am – 4:00pm.

Regarding the other two portables that may be placed on site, we are not sure at this point that they will be needed, or not. If we were to consider these as classrooms they would typically hold 22-28 students each in an instructional setting and one staff member each. Hours of instruction are typically 7:00am – 4:00pm.

Total Students and Staff at peak = 24+28+28 students + 4 Staff = 84

C. Description of how new parking conforms to regulations and how stormwater will be dealt with?

Parking: We do not find specific requirements for classroom use parking in the AMC. We have allowed one space for each classroom and one Handicapped stall. There is significant parking available at other District sites within walking distance. Students will likely be walking from the High School which is one block away, for classes. There is also a significant amount of on street parking available along the east side of J Avenue and the south side of 22nd Street.

Stormwater Management: We are in the process of having Materials Testing Inc. do infiltration testing on the site. Once we have the results of that testing we will have an engineer, acceptable to the City of Anacortes design the Stormwater Management System.

Hopefully the above information answers your initial questions, please let me know as other questions arise.

Thank you,

Marc L Estvold, AIA LEED AP
Project Manger
Anacortes School District

EXHIBIT #02:

ASSESSOR'S INFO & CITY GIS MAP

Details for Parcel: P31801



Jurisdiction: ANACORTES
Please contact the city of **ANACORTES** for ANACORTES zoning information.

Zoning Designation:

Parcel Number	XrefID	Quarter	Section	Township	Range
P31801	350124-0-034-0000	24	35	01	

Owner Information

ANACORTES SCHOOLS #103
2200 M AVE
ANACORTES, WA 98221

Site Address(es)**Map Links**

[Open in iMap](#)
[Assessor's Parcel Map:](#)
[PDF](#) | [DWF](#)

Current Legal Description Abbreviation Definitions

(2.2400 ac) TAX 11B BEG AT PT 40RDS S & 57RDS E OF NWC OF SE1/4 SEC 24 TH S 25RDS TH W TO C/L OF J AVE PROD TH N ALG C/L OF J AV TO S LI OF 22ND ST TH E TO PT N OF POB TH S TO POB CONT 2.48AC

2016 Values for 2017 Taxes* Exemption

Building Market Value	\$.00
Land Market Value	+\$141,100.00
Total Market Value	\$141,100.00
Assessed Value	\$141,100.00
Taxable Value	\$.00

Sale Information

Deed Type
Sale Date
Sale Price \$.00

2017 Property Tax Summary

2017 Taxable Value	\$.00
General Taxes	\$.00
Special Assessments/Fees	
Total Taxes	\$.00

* Effective date of value is January 1 of the assessment year (2016)

Legal Description at time of Assessment

*Land Use	(680) EDUCATION SERVICES (SCHOOLS)		WAC 458-53-030
Neighborhood	(6E2SCHL) ALL COUNTY EXEMPT SCHOOL		
Levy Code	0900	Fire District	
School District	SD103	Exemptions	School Owned
Utilities		Acres	2.24
Improvement 1 Attributes Summary			
Building Style	COMMERCIAL REAL PROPERTY		
Year Built		Foundation	
Above Grade Living Area		Exterior Walls	
Finished Basement		Roof Covering	
*Total Living Area		Heat/Air Conditioning	
Unfinished Basement		Fireplace	
*Total Garage Area		Bedrooms	
Bathrooms			
For additional information on individual segments see Improvements tab			

* Land Use codes are for assessment administration purposes and do not represent jurisdictional zoning. Please contact the appropriate planning department in your jurisdiction for land use questions.

* Total living area includes above grade living area and finished basement area.

* Garage square footage includes all garage areas; basement garages, attached garages, detached garages, etc.

Assessment data for improvements is based on exterior inspections. Please contact the Assessor's office if the information does not accurately reflect the interior characteristics.

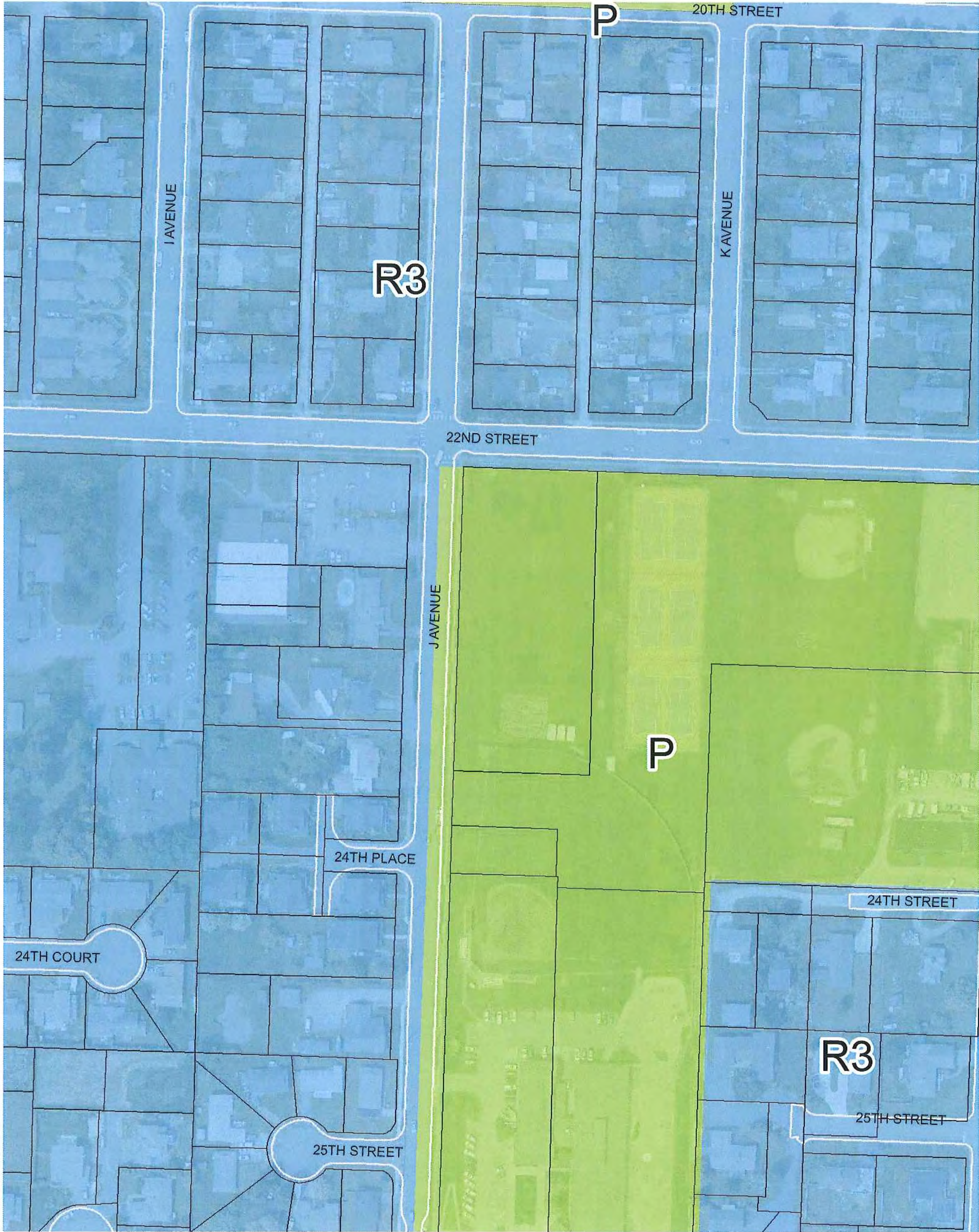




EXHIBIT #03:

NOTICE OF APPLICATION & HEARING



NOTICE OF APPLICATION & HEARING:

Notice Is Hereby Given That An Application Was Made For The Following Proposal:

Request: The applicant has applied for a Conditional Use Permit to permit the placement of a 2,700 square foot portable building on the grass field located at the southeast corner of the intersection of 22nd Street and “J” Avenue. The building will be used to house Cap Sante High School. The proposal includes moving the building to this location June 2017 and removing it fall of 2019. Additionally, a 1,200 square foot crushed surface parking area with two parking areas is proposed just west of the building & 476 square feet of graveled paths. In addition to the 2,700 square foot portable building discussed above, the applicant also requests two optional 1,100 square feet (2,200 square feet total) portables, 320 square feet of ramp and deck, and 720 square feet of graveled parking. If the two optional portables are used, they would be in place the summer of 2018 and removed in the fall of 2019.

Applicant: Anacortes School District, 2200 “M” Avenue, Anacortes, WA 98221

File Number: CUP-2017-0001

Project Location: SE Corner of the intersection of 22nd Street & “J” Avenue; Parcel #: P31801

Date of Application: April 12, 2017

Date of Completeness: April 26, 2017

Public Comment Period: Any person may comment on this application by writing to the address below and/or by testifying at the public hearing. Staff will issue a recommendation on the project after the comment period ends on **May 17, 2017, at 5:00 pm**. Written comments on the proposal should be submitted before the end of the comment period but will be accepted until the close of the Open-Record Public Hearing.

Required Project Permits/Approvals: The following may be required in addition to the above: Civil Construction Plan approval & Building Permit Application Approval

Preliminary Determination of Consistency: At this time, no determination of consistency with City of Anacortes plans, regulations, or standards has been made. At a minimum, this project will be subject to the following plans and regulations: the Comprehensive Plan; Anacortes Municipal Code (Zoning, etc.), Engineering Design and Building Standards.

SEPA Review: SEPA review is not required.

Open-Record Public Hearing: An open-record public hearing will be held by the **Planning Commission at 6:00 PM on Wednesday, May 24, 2017**. **Closed-Record Public Hearing:** A closed-record public hearing to make a decision on the application will be held by the **City Council at 6:00 PM on Monday, June 5, 2017**. Both hearings will be in City Council chambers located at 904 6th Street, Anacortes, WA.

How to become a party of record: You may become a party of record by submitting written comments, including a (USPS) mailing address, to the City of Anacortes PCED at the address listed below. E-mailed comments must include a return (USPS) mailing address in order for the sender to be considered a party of record. Questions about this proposal, requests to receive future notices of hearings and/or the decision, once made, and/or appeal procedures should be directed to the contact person listed below. The application and complete case file are available for review at the City of Anacortes PCED located at 904 6th Street, Anacortes, WA 98221. A decision on this application will be made within 120 days from the date of completeness.

For Project Information: Kevin Cricchio, AICP, Associate Planner; Phone: (360) 293-1937; Email: kevinc@cityofanacortes.org; City of Anacortes, P.O. Box 547, Anacortes, WA 98221

Date Issued: April 26, 2017

Publish: April 26, 2017

EXHIBIT #04:

PUBLIC COMMENTS RECEIVED

No public comments have been received to date.

EXHIBIT #05:

AGENCY & DEPARTMENT COMMENTS RECEIVED



Development Review Group (DRG)

Name of Applicant: Cap Sante High School - Portable Building

Brief Description: 1600 20th St.

Please initial if approved and/or include your comments:

Street Department: B.L.

Comments:

OK

Water Department: TSN

Comments:

OK

Solid Waste: M.K.

Comments:

OK.

Sandi Andersen: SA

Comments:

Cricchio, Kevin

From: Jackie Ferry <jferry@samishtribe.nsn.us>
Sent: Thursday, May 11, 2017 1:29 PM
To: Cricchio, Kevin
Subject: RE: AHS Portable Building, CUP-2017-0001

Hi Kevin,

At this time, we have no cultural resources concerns with this project.

Thanks,

Jackie

Jackie Ferry, MA, RPA | Cultural Director | Tribal Historic Preservation Officer | Samish Indian Nation
2918 Commercial Ave | Anacortes, WA 98221-2738 | Monday - Thursday
Office: 360.293.6404 ext. 126 | Fax: 360.299.0790 | E-mail: jferry@samishtribe.nsn.us

From: Cricchio, Kevin [mailto:kevinc@cityofanacortes.org]
Sent: Friday, April 14, 2017 12:07 PM
To: Development Review Group <DevelopmentReviewGroup@cityofanacortes.org>; 'mcewanr@wsdot.wa.gov' <mcewanr@wsdot.wa.gov>; 'Thompson, Doug S (DFW)' <Doug.Thompson@dfw.wa.gov>; 'Miller, Mark' <mark_miller@fws.gov>; 'Kaehler, Gretchen (DAHP)' <Gretchen.Kaehler@DAHP.wa.gov>; 'brandonb@co.skagit.wa.us' <brandonb@co.skagit.wa.us>; ddigges@skagittransit.org; Larry Campbell <lcampbell@swinomish.nsn.us>; jjefferson@swinomish.nsn.us; 'thyatt@skagitcoop.org' <thyatt@skagitcoop.org>; Todd Woodard <twoodard@samishtribe.nsn.us>; Jackie Ferry <jferry@samishtribe.nsn.us>; 'sschuyler@UPPERSKAGIT.com' <sschuyler@UPPERSKAGIT.com>; Sarah Tchang <sarah@portofanacortes.com>
Subject: AHS Portable Building, CUP-2017-0001

4-14-17

RE: AHS Portable Building, CUP-2017-0001

Greetings everyone. Attached hereto is a Conditional Use Permit to permit the placement of a 2,700 square foot portable building on the grass field located at the southeast corner of the intersection of 22nd Street and "J" Avenue. The building will be used to house Cap Sante High School. The proposal includes moving the building to this location June 2017 and removing it fall of 2019. Additionally, a 1,200 square foot crushed surface parking area with two parking areas is proposed just west of the building. Please provide any conditions /requirements to me by: 5:00 PM on May 10, 2017. Thanks.

Kevin Cricchio, AICP | Associate Planner | Planning, Community & Economic Development Department
P.O. Box 547 | 904 6th Street | Anacortes, WA 98221
360.293.1937 (work) | kevinc@cityofanacortes.org | www.cityofanacortes.org

My incoming and outgoing email messages are subject to public disclosure requirements per RCW 42.56.

Cricchio, Kevin

From: McEwan, Ray D. <McEwanR@wsdot.wa.gov>
Sent: Thursday, May 4, 2017 8:06 AM
To: Cricchio, Kevin
Subject: WSDOT Comments - CUP-2017-0001

Dear Kevin Cricchio:

Thank you for giving WSDOT the opportunity to review and comment on the project (#CUP-2017-0001), for the Cap Sante High School; in Anacortes, Washington. WSDOT has no comments on this project at this time.

However, should any changes be made to the proposal that would alter Trip generation, distribution or use of the site, WSDOT reserves the right to comment on this proposal again.

If you have any questions, please feel free to contact me at (360) 757-5964.

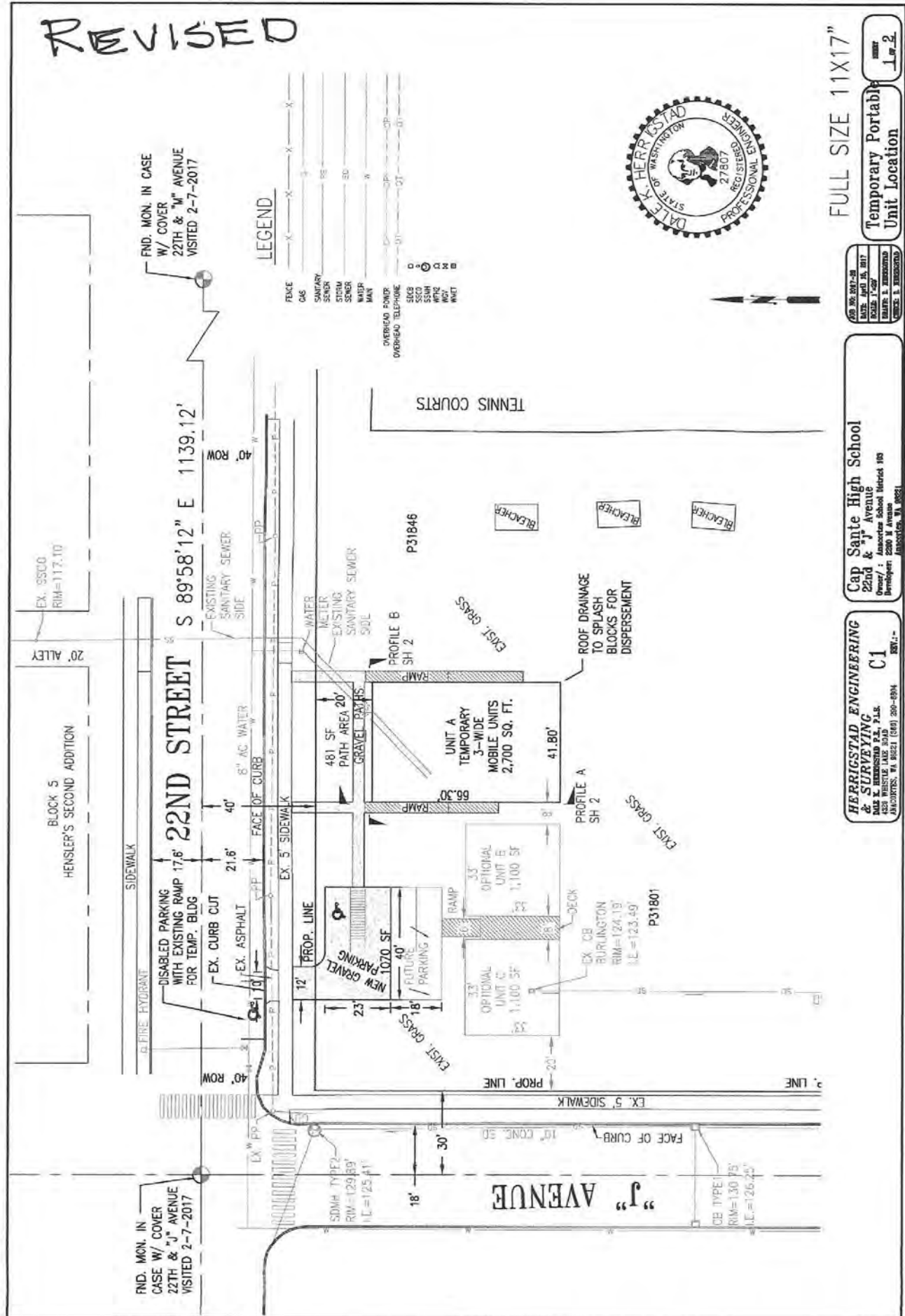
Regards,

Ray McEwan
Development Services-Access Engineer
Mt Baker Area Headquarters Office
1043 Goldenrod Rd, Ste 101
Burlington, WA 98233
mcewanr@wsdot.wa.gov
(360) 757-5964

EXHIBIT #06:

SITE PLAN

REVISED



FULL SIZE 11X17"

Temporary Portable Unit Location

JOB NO: 2017-28
DATE: April 10, 2017
SCALE: 1"=20'
DRAWN: L. HINGGOTT
CHECKED: L. HINGGOTT

Cap Sante High School
22nd & "A" Avenue
Owner/: Anacostia School District 103
Developer: 2200 M Avenue
Anacostia, VA 22021

**HERRIGSTAD ENGINEERING
& SURVEYING**
DALE E. HERRIGSTAD P.E., P.L.R.
4320 WHISTLE LAKE ROAD
BIRMINGHAM, AL 35221 (205) 360-8904
REV.:-
C1

EXHIBIT #07:

DRAINAGE ANALYSIS /STORMWATER PLAN & THIRD PARTY REVIEW

HERRIGSTAD ENGINEERING PS
Civil Engineer

4320 Whistle Lake Road
Anacortes, WA 98221

Dale Herrigstad, P.E.
(360) 299-8804

Cap Sante High School
Temporary building Site
DRAINAGE ANALYSIS
April 29, 2017

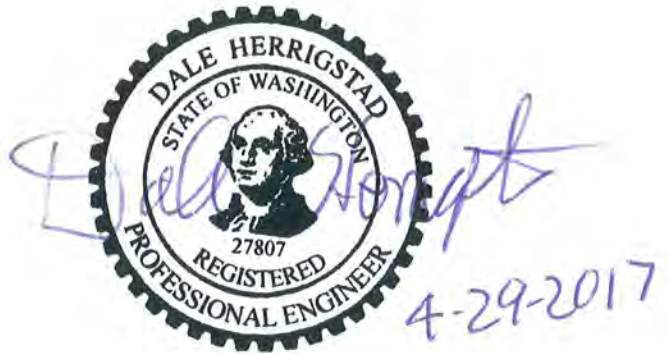
Job # 2017-20

Prepared By:

Dale K. Herrigstad P.E.

Owner:

Anacortes School District
2200 M Avenue
Anacortes, WA 98221



The stormwater plan will be based on the requirements of the 2012 DOE Stormwater Management Manual for Western Washington, as required by the City of Anacortes Drainage Ordinance.

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2	PROJECT DESCRIPTION
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3	Minimum Requirement #1: Prepare a Stormwater Site Plan
4	Minimum Requirement #2: Construction Stormwater Pollution Prevention (SWPP)
6	Minimum Requirement #3: Source Control of Pollution
6	Minimum Requirement #4: Preservation of Natural Drainage Systems and Outfalls
6	Minimum Requirement #5: On-site Stormwater Management
7	Minimum Requirement #6: Runoff Treatment
7	Minimum Requirement #7: Flow Control
8	Minimum Requirement #8: Wetland Protection
8	Minimum Requirement #9: Basin/Watershed Planning
ATTACHMENT A	Developed Site Conditions
ATTACHMENT B	Existing Site Conditions
ATTACHMENT C	Soils report
ATTACHMENT D	DOE Manual Flow Chart Figure I-2.4.1
ATTACHMENT E	Soil amendment requirements
ATTACHMENT F	DOE & DOT BMP Figures
ATTACHMENT G	DOE Downspout dispersion trench detail

PROJECT DESCRIPTION

This project is to locate temporary portable buildings on School property at the Southeast corner of 22nd Street and “J” Avenue. The site is generally flat with a slight slope down to the east. The proposal is for 4,900 square feet of building area, 1,228 square feet of paths, ramps and decks and 1,790 square feet of parking area. The access will be to 22nd Street at the same point as an existing access in the northwest corner of the site. The total area proposed to be disturbed is approximately 11,500 square feet or (0.26 acres). **See ATTACHMENT A.**

EXISTING SITE CONDITIONS

The 11,500 square foot or 0.26 acre site is all grass. The site slopes down to the east at an average of 1% beyond the 5 foot drop from “J” Avenue and before the 9 foot drop to the east above the tennis courts. **See ATTACHMENT B.**

This report will address the water quality as well as detention requirements of the proposed improvements to the site meeting the current 2012 (Amended in December 2014).

Material Testing and Consulting, Inc. (MTC) completed a targeted soils characterization study to determine the infiltration capability of this site. The report is in **ATTACHMENT C**. The results of the report are that the site is ineligible for infiltration.

DOE Stormwater Management Manual Minimum requirements:

According to the 2012 DOE manual Volume 1 figure 2.2, page 2-9:

Does the site have 35% or more of existing impervious coverage – No

Does the site add 5000 square feet of new impervious surfaces – Yes

Does the site convert $\frac{3}{4}$ acres or more of native vegetation to lawn – No

Does the project have 2,000 square feet of new impervious surfaces – Yes

Minimum requirements #1 through #10 apply to this project. This report will work through each of the 10 requirements below. (See flow chart in **ATTACHMENT D**)

Minimum Requirement #1: Prepare a Stormwater Site Plan.

Volume 1, Chapter 3 steps (page 3-1).

Step 1. Collect and Analyze Information on Existing Conditions.

The entire site is grass and slopes at 1% down to the east. “J” Avenue borders the West boundary and 22nd Street along the North boundary. Tennis courts lie approximately 88 feet to the east and a large grass area to the south with batting cages approximately 220 feet south. There is an existing 4” pvc drainage pipe and a series of Burlington type catch basins running south from the west side of the property at the toe of the steep slope east of “J” Avenue. Minimal offsite water will flow onto this site with “J” Avenue intercepting uphill drainage. A drainage pipe and catch basin are located east of Unit A approximately 55 feet under the southwest corner of a bleacher. A 6” drain pipe continues east from the catch basin but it is unknown where this drain pipe goes. It does clearly drain the basin. A 4” clay pipe extends to the west from the catch basin also.

See ATTACHMENT B.

Material Testing and Consulting, Inc. (MTC) completed a targeted soils characterization study to determine the infiltration capability of this site. The report is in **ATTACHMENT C**. The results of the report are that the site is ineligible for infiltration.

Step 2. Prepare a Preliminary Development Layout.

During construction approximately 0.26 acres will be disturbed. A proposed layout is attached as **ATTACHMENT A**.

Step 3. Perform an offsite analysis:

All water from this site sheets to the east to the east toward the tennis courts. A drainage pipe and catch basin are located east of Unit A approximately 55 feet under the southwest corner of a bleacher. A 6” drain pipe continues east from the catch basin but it is unknown where this drain pipe goes. It does clearly drain the basin. A 4” clay pipe extends to the west from the catch basin also.

Step 4. Determine and Read Applicable Minimum Requirements.

Threshold requirements: See DOE flow chart 2.4.1 in **ATTACHMENT D**.

The total impervious area is over 5000 square feet. Minimum requirements 1 through 10 are required.

Step 5. Prepare a Permanent Stormwater Control Plan

A storm water plan is provided in the developed site plan in Attachment A. The drainage system will be described in minimum requirement #5 below.

Step 6. Prepare a Construction Stormwater Pollution Prevention Plan.

See minimum requirement #2 below for SWPPP.

Step 7. Complete a Stormwater Site Plan:

The project overview has been provided at the beginning of this report along with an existing conditions description. Maps are included in the attachments. A Soils report is provided in the attachments. Offsite analysis is provided in section step 3 above.

Step 8. Check compliance with all applicable minimum requirements:

To take place during review and during and after construction.

Minimum Requirement #2: Construction Stormwater Pollution Prevention (SWPP)

This project must meet the 12 elements of a SWPP because the site exceeds the threshold of 2,000 square feet of new impervious surfacing.

1. **Preserve Vegetation/Mark Clearing limits:** The site perimeter will be clearly identified with orange construction fencing or orange silt fencing on the down slope side of the project. The 0.26 acres site will be disturbed due to excavation and stock piling of soils. The site is all grass with no trees on site.
2. **Establish Construction Access:** A construction entrance will be installed at the proposed entry to the site at 22nd Street and constructed to the WSDOT standard plan I-80.10-02. See **ATTACHMENT F**.
3. **Control Flow Rates:** During construction a temporary sediment trap (DOE Figure II-4.2.16 & Figure II-4.2.17) may be required and if used shall be constructed east of the proposed site. See **ATTACHMENT F**.
4. **Install Sediment controls:** In addition to silt fencing (DOE Figure II-4.2.12 or DOT stdn plan I-30.15-02) additional controls may be required for sediment control. Silt fencing will be provided on the east side of the disturbed site along with a small sediment trap as condition dictate. See **ATTACHMENT F**.
5. **Stabilized Soils:** Disturbed soils shall be stabilized within two days during the wet season (Oct. 1- April 30) or seven days in the dry season (May 1-Sept 30) with seeding, mulching, plastic covering or hydro seeding. Install crushed rock surfaces as soon as final grades are achieved. Also noted in erosion control notes on plans.
6. **Protect Slopes:** Cover exposed slopes with mulch and erosion control blankets (WSDOT Stnd Plan I-60.10-01. Avoid concentrating runoff in channels. Cover temporary soil stockpiles with plastic tarps. See **ATTACHMENT F**.
7. **Protect Drain Inlets:** The catch basin on site as well as down hill from the entry location on 22nd Street shall be protected with a Silt Fence inlet protection (WSDOT Stnd Plan I-40.10-00). See **ATTACHMENT F**.
8. **Stabilize Channels and Outlets:** There are no channels or outlets on this site.
9. **Control Pollutants:** All pollutants including waste material and demolition debris will be contained and disposed of off site. Chemicals, liquid products and petroleum products will be kept in locked, covered and secure locations. The contractor shall have a spill containment plan for inadvertent equipment failures with appropriate absorption towels on site at all times.
10. **Control De-Watering:** Dewatering may be required for trench excavation and foundation excavations. Silt laden dewatering should be directed to the temporary swales and sediment trap. Clean, non-turbid dewatering water may be discharged to downstream drainage system.
11. **Maintain BMPs:**

All temporary and permanent Erosion and Sediment Control (ESC) BMPs shall be maintained and repaired as needed to ensure continued performance of their intended function.

Maintenance and repair shall be conducted in accordance with each particular BMP specification (see *Volume II of the SWMMWW* or *Chapter 7 of the SWMMEW*).

Visual monitoring of all BMPs installed at the site will be conducted at least once every calendar week and within 24 hours of any stormwater or non-stormwater discharge from the site. If the site becomes inactive and is temporarily stabilized, the inspection frequency may be reduced to once every calendar month.

All temporary ESC BMPs shall be removed within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed.

Trapped sediment shall be stabilized on-site or removed. Disturbed soil resulting from removal of either BMPs or vegetation shall be permanently stabilized.

Additionally, protection must be provided for all BMPs installed for the permanent control of stormwater from sediment and compaction. BMPs that are to remain in place following completion of construction shall be examined and restored to full operating condition. If sediment enters these BMPs during construction, the sediment shall be removed and the facility shall be returned to conditions specified in the construction documents.

12. Manage the Project:

The project will be managed based on the following principles:

- Projects will be phased to the maximum extent practicable and seasonal work limitations will be taken into account.
- Inspection and monitoring:
 - Inspection, maintenance and repair of all BMPs will occur as needed to ensure performance of their intended function.
 - Site inspections and monitoring will be conducted in accordance with Special Condition S4 of the CSWGP. Sampling locations are indicated on the Site Map. Sampling station(s) are located in accordance with applicable requirements of the CSWGP.
- Maintain an updated SWPPP.
 - The SWPPP will be updated, maintained, and implemented in accordance with Special Conditions S3, S4, and S9 of the CSWGP.

As site work progresses the SWPPP will be modified routinely to reflect changing site conditions. The SWPPP will be reviewed monthly to ensure the content is current.

13. Protect Low Impact Development BMPs: Due to the infeasible infiltration potential of this site, Low impact BMPs will not be utilized.

Minimum Requirement #3: Source Control of Pollution

During construction the site will be open and subject to erosion. BMP's as described in the erosion control plan must be constructed at the source to limit erosion and sediment laden runoff. The most common erosion source is exposed soils to rain, especially on steep slopes.

Minimum Requirement #4: Preservation of Natural Drainage Systems and Outfalls

This site naturally sheets to the east. No change to this pattern is proposed.

Minimum Requirement #5: On-site Stormwater Management

As indicated in the MTC soils report infiltration is not feasible and the seasonal high water table is from 6 to 18" in depth. See ATTACHMENT C.

BMP T5.13: Post-Construction Soil Quality and Depth, Lawn and landscaping areas:

All disturbed site soil will be amended as required by the post construction soil quality and depth requirements and will be implemented at the building permit stage. The design guidelines for the soil requirements are included in ATTACHMENT E.

LIST #1 because the site triggered Minimum requirements #1 through #10 .

ROOFS

BMP T5.30: Full Dispersion – No native vegetation on site.

BMP T5.10A: Downspout full infiltration – As noted above the Geotechnical report identified the subsurface as glacial till with cementation and not feasible for infiltration.

BMP T5.14A: Rain Gardens – Rain gardens and well as Bioretention cells, swales and planter boxes share the same infeasibility criteria and the minimum vertical separation of 1 foot to an impervious layer or glacial till **can not** be achieved for a drainage area less than 5,000 square feet of PGIS and 10,000 square feet of impervious surface. According to the Geotechnical report that weathered glacial till soil begins a 3.0 feet to 3.2 feet of depth about the same depth as the bottom of a rain garden or Bioretention cell.

BMP T7.30: Bioretention Cells, Swales, and Planter Boxes - As noted under rain gardens above.

BMP T5.10B: Downspout Dispersion Systems – A downspout dispersion system requires a vegetated flowpath of at least 50 feet for splash blocks and 25 feet for trenches to a property line or structure. Downspout dispersion with splash block will be used on the south and eastern side of all buildings. Downspout dispersion trenches used on the north and west side of buildings. See ATTACHMENT G for details.

OTHER HARD SURFACES (driveways and patios)

BMP T5.30: Full Dispersion – Not enough length and native vegetation on site.

BMP T5.15: Permeable Pavements – As noted above the Geotechnical report indicates that infiltration is not feasible.

BMP T5.14A: Rain Gardens - Rain gardens and well as Bioretention cells, swales and planter boxes share the same infeasibility criteria and the minimum vertical separation of 1 foot to an impervious layer or cemented glacial till **can not** be achieved for a drainage area less than 5,000 square feet of PGIS and 10,000 square feet of impervious surface. According to the Geotechnical report the cemented soil begins a 2.5 feet of depth about the same depth as the bottom of a rain garden or Bioretention cell.

BMP T7.30: Bioretention Cells, Swales, and Planter Boxes – As noted with Rain Gardens above infiltration is not feasible.

BMP T5.12: Sheet Flow Dispersion – Sheet flow Dispersion will be used to the east of the parking area with more than 25 feet to the building.

BMP T5.11: Concentrated Flow Dispersion – There is not enough room (25' minimum) to the proposed building locations or to the right-of-way line for dispersion.

Minimum Requirement #6: Runoff Treatment

Threshold requirements for determining the applicability of runoff treatment.

Projects in which the total of pollution-generating hard surface (PGHS) is 5,000 square feet or more in a threshold discharge area of the project, or

Projects in which the total of pollution-generative pervious surfaces (PGPS)-not including permeable pavements-is three-quarters (3/4) of an acre or more in a threshold discharge area, and from which there will be a surface discharge in a natural or man-made conveyance system from the site.

The total PGHS projected for this site including driveway and parking is 1,790 square feet and less than the 5,000 square foot threshold.

The total site is 0.26 acres and less than the $\frac{3}{4}$ acre PGPS threshold.

Treatment is NOT required.

Minimum Requirement #7: Flow Control

Threshold requirements for determining the applicability of flow control.

Projects in which the total effective impervious surface is 10,000 square feet or more in a threshold discharge area

The new impervious area of 7,918 square feet is below the threshold discharge area of 10,000 square feet.

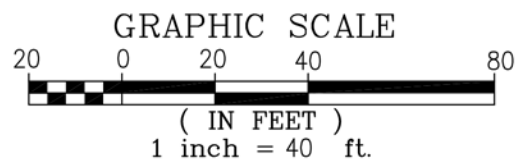
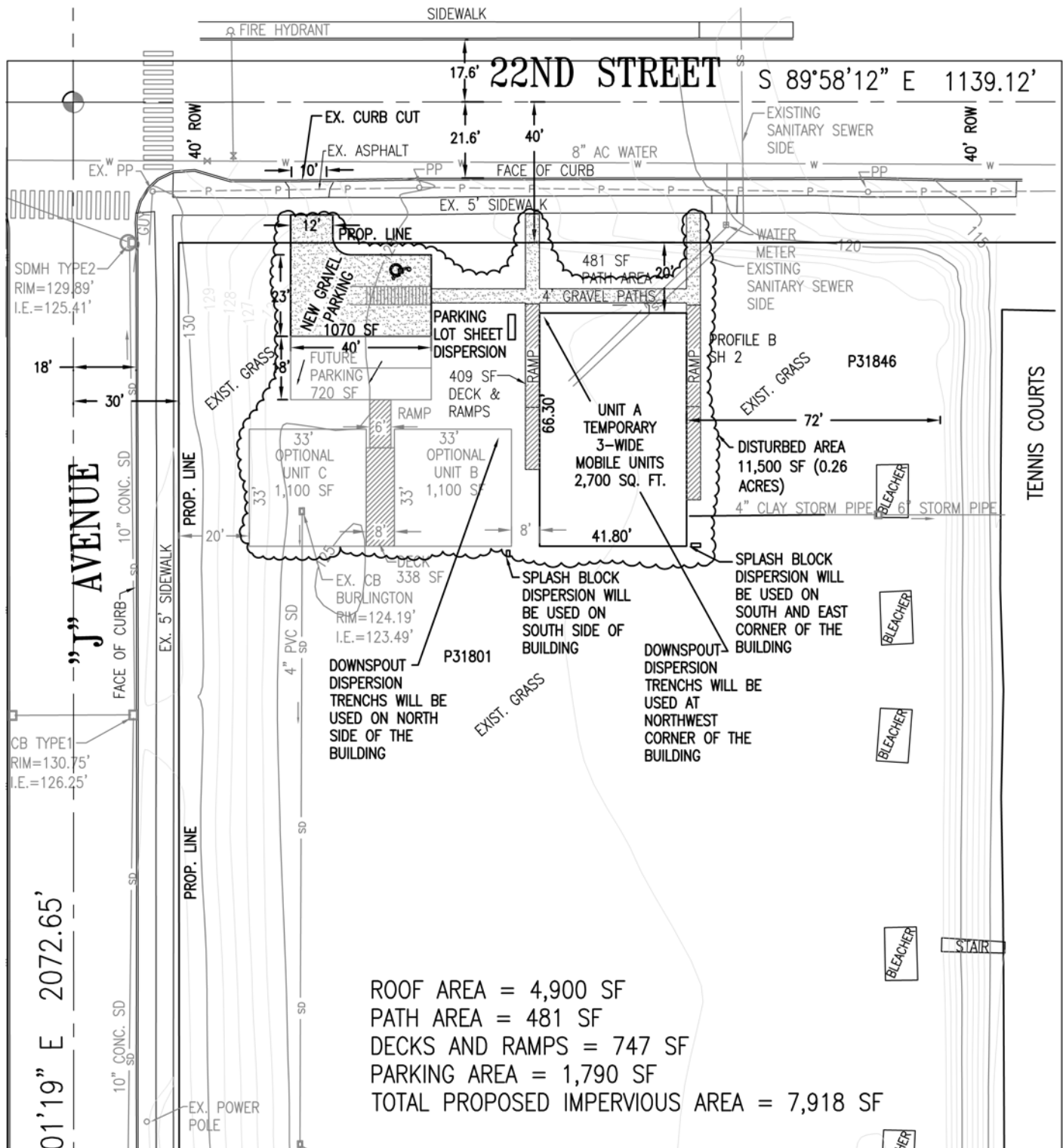
Flow Control is Not required.

Minimum Requirement #8: Wetland Protection

There are no wetlands on this site or downstream of this site. The drainage system is enclosed pipes to Fidalgo Bay.

Minimum Requirement #9: Operation and Maintenance

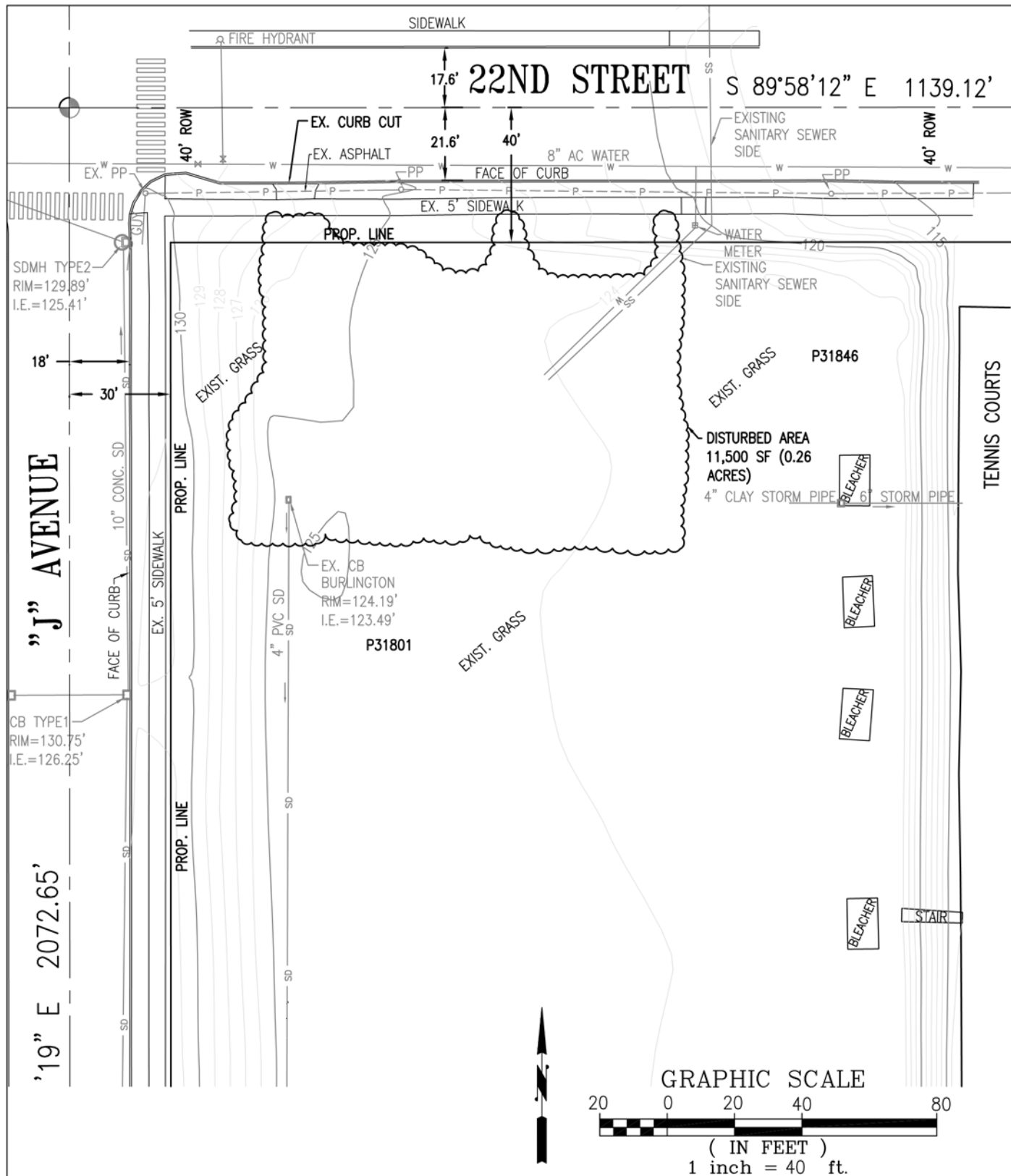
The drainage system within this project will remain private and the responsibility of the Anacortes School District. The temporary sediment trap will be maintained during construction as well as all erosion control BMPs.



HERRIGSTAD ENGINEERING & SURVEYING
 4320 WHISTLE LAKE ROAD
 ANACORTES, WA 98221 299-8804

Developed Site Conditions
 Cap Sante High School
 22nd Street and "J" Avenue
 Completed April 29, 2017

ATTACHMENT A



HERRIGSTAD ENGINEERING & SURVEYING
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221 299-8804

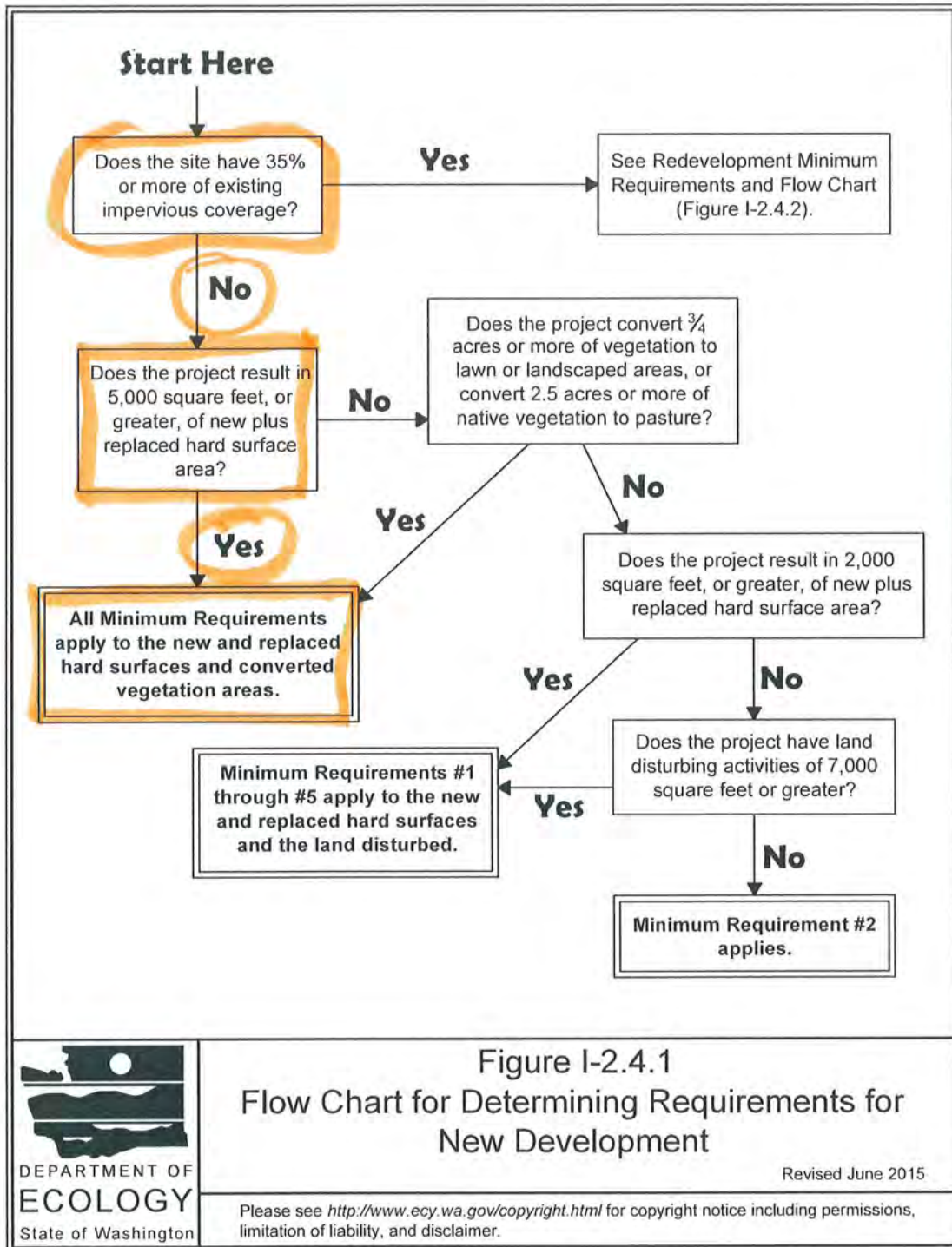
Existing Site Conditions
Cap Sante High School
22nd Street and "J" Avenue
Completed April 29, 2017

ATTACHMENT B

ATTACHMENT C

SOILS REPORT

Figure I-2.4.1 Flow Chart for Determining Requirements for New Development



BMP T5.13: Post-Construction Soil Quality and Depth

Purpose and Definition

Naturally occurring (undisturbed) soil and vegetation provide important stormwater functions including: water infiltration; nutrient, sediment, and pollutant adsorption; sediment and pollutant biofiltration; water interflow storage and transmission; and pollutant decomposition. These functions are largely lost when development strips away native soil and vegetation and replaces it with minimal topsoil and sod. Not only are these important stormwater functions lost, but such landscapes themselves become pollution generating pervious surfaces due to increased use of pesticides, fertilizers and other landscaping and household/industrial chemicals, the concentration of pet wastes, and pollutants that accompany roadside litter.

Establishing soil quality and depth regains greater stormwater functions in the post development landscape, provides increased treatment of pollutants and sediments that result from development and habitation, and minimizes the need for some landscaping chemicals, thus reducing pollution through prevention.

Applications and Limitations

Establishing a minimum soil quality and depth is not the same as preservation of naturally occurring soil and vegetation. However, establishing a minimum soil quality and depth will provide improved on-site management of stormwater flow and water quality.

Soil organic matter can be attained through numerous materials such as compost, composted woody material, biosolids, and forest product residuals. It is important that the materials used to meet the soil quality and depth BMP be appropriate and beneficial to the plant cover to be established. Likewise, it is important that imported topsoils improve soil conditions and do not have an excessive percent of clay fines.

This BMP can be considered infeasible on till soil slopes greater than 33 percent.

Design Guidelines

- Soil retention. Retain, in an undisturbed state, the duff layer and native topsoil to the maximum extent practicable. In any areas requiring grading remove and stockpile the duff layer and topsoil on site in a designated, controlled area, not adjacent to public resources and critical areas, to be reapplied to other portions of the site where feasible.
- Soil quality. All areas subject to clearing and grading that have not been covered by impervious surface, incorporated into a drainage facility or engineered as structural fill or slope shall, at project completion, demonstrate the following:
 1. A topsoil layer with a minimum organic matter content of 10% dry weight in planting beds, and 5% organic matter content in turf areas, and a pH from 6.0

to 8.0 or matching the pH of the undisturbed soil. The topsoil layer shall have a minimum depth of eight inches except where tree roots limit the depth of incorporation of amendments needed to meet the criteria. Subsoils below the topsoil layer should be scarified at least 4 inches with some incorporation of the upper material to avoid stratified layers, where feasible.

2. Mulch planting beds with 2 inches of organic material
3. Use compost and other materials that meet these organic content requirements:
 - a. The organic content for “pre-approved” amendment rates can be met only using compost meeting the compost specification for [BMP T7.30: Bioretention Cells, Swales, and Planter Boxes \(p.959\)](#), with the exception that the compost may have up to 35% biosolids or manure.

The compost must also have an organic matter content of 40% to 65%, and a carbon to nitrogen ratio below 25:1.

The carbon to nitrogen ratio may be as high as 35:1 for plantings composed entirely of plants native to the Puget Sound Lowlands region.
 - b. Calculated amendment rates may be met through use of composted material meeting (a.) above; or other organic materials amended to meet the carbon to nitrogen ratio requirements, and not exceeding the contaminant limits identified in Table 220-B, Testing Parameters, in [WAC 173-350-220](#).

The resulting soil should be conducive to the type of vegetation to be established.

- Implementation Options: The soil quality design guidelines listed above can be met by using one of the methods listed below:
 1. Leave undisturbed native vegetation and soil, and protect from compaction during construction.
 2. Amend existing site topsoil or subsoil either at default “pre-approved” rates, or at custom calculated rates based on tests of the soil and amendment.
 3. Stockpile existing topsoil during grading, and replace it prior to planting. Stockpiled topsoil must also be amended if needed to meet the organic matter or depth requirements, either at a default “pre-approved” rate or at a custom calculated rate.
 4. Import topsoil mix of sufficient organic content and depth to meet the requirements.

More than one method may be used on different portions of the same site. Soil that already meets the depth and organic matter quality standards, and is not compacted, does not need to be amended.

Planning/Permitting/Inspection/Verification Guidelines & Procedures

Local governments are encouraged to adopt guidelines and procedures similar to those recommended in Guidelines and Resources For Implementing Soil Quality and Depth BMP T5.13 in WDOE Stormwater Management Manual for Western Washington. This document is available at: [http://www.soilsforsalmon.org/pdf/Soil BMP Manual.pdf](http://www.soilsforsalmon.org/pdf/Soil_BMP_Manual.pdf)

Maintenance

- Establish soil quality and depth toward the end of construction and once established, protect from compaction, such as from large machinery use, and from erosion.
- Plant vegetation and mulch the amended soil area after installation.
- Leave plant debris or its equivalent on the soil surface to replenish organic matter.
- Reduce and adjust, where possible, the use of irrigation, fertilizers, herbicides and pesticides, rather than continuing to implement formerly established practices.

Runoff Model Representation

Areas meeting the design guidelines may be entered into approved runoff models as "Pasture" rather than "Lawn."

Flow reduction credits can be taken in runoff modeling when [BMP T5.13: Post-Construction Soil Quality and Depth](#) is used as part of a dispersion design under the conditions described in:

- [BMP T5.10B: Downspout Dispersion Systems \(p.905\)](#)
- [BMP T5.11: Concentrated Flow Dispersion \(p.905\)](#)
- [BMP T5.12: Sheet Flow Dispersion \(p.908\)](#)
- [BMP T5.18: Reverse Slope Sidewalks \(p.937\)](#)
- [BMP T5.30: Full Dispersion \(p.939\)](#) (for public road projects)

Figure V-5.3.3 Planting bed Cross-Section

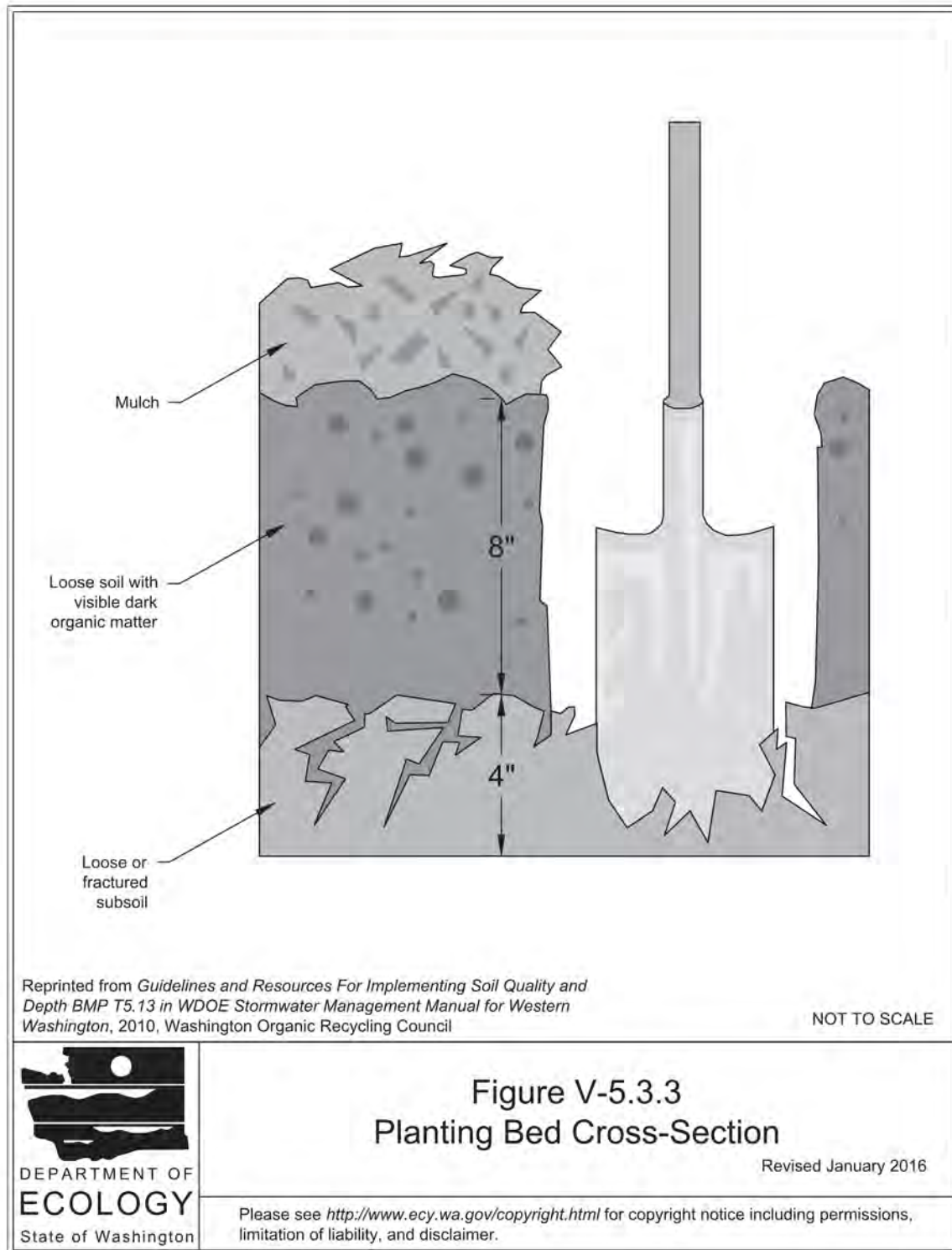


Figure II-4.2.12 Silt Fence

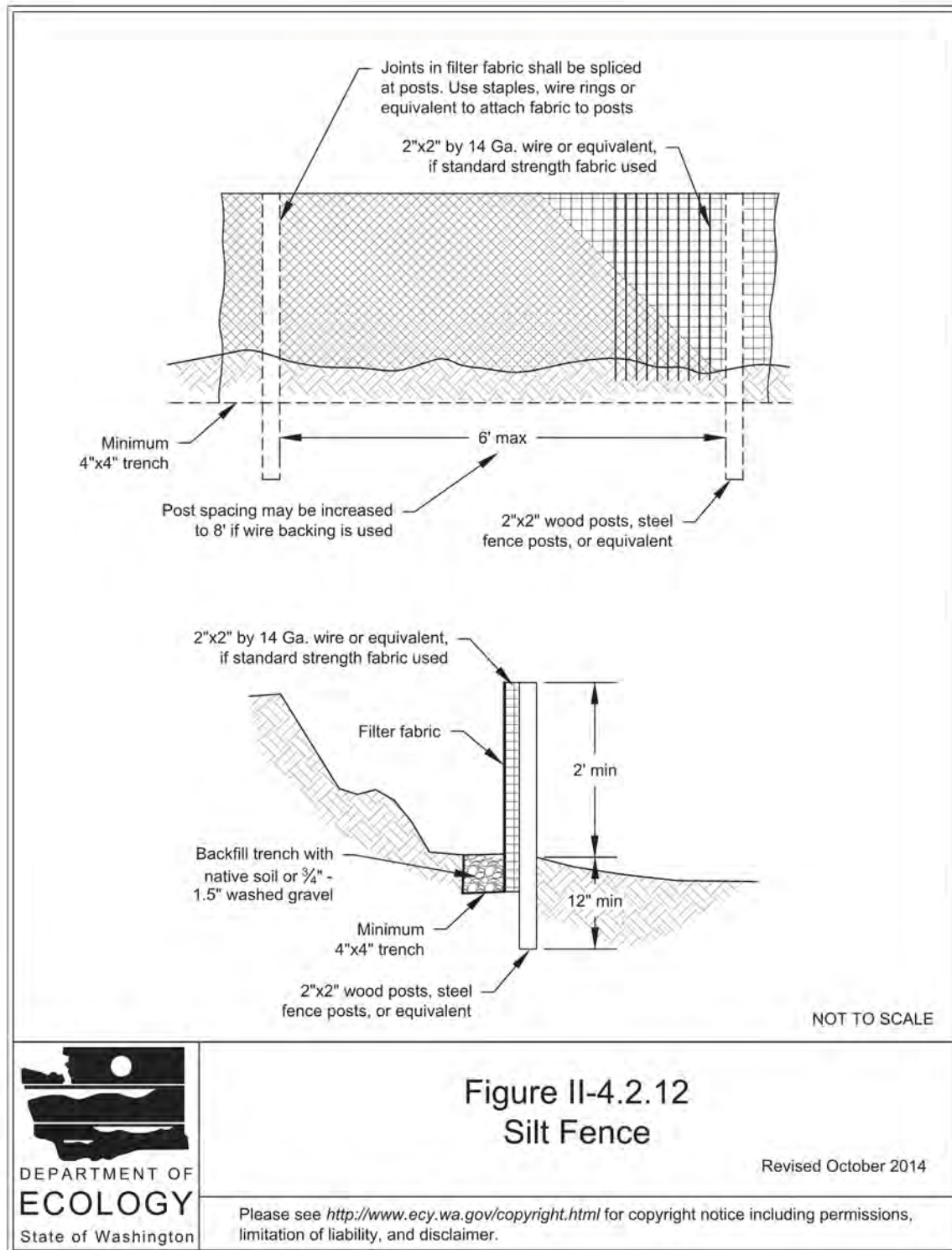
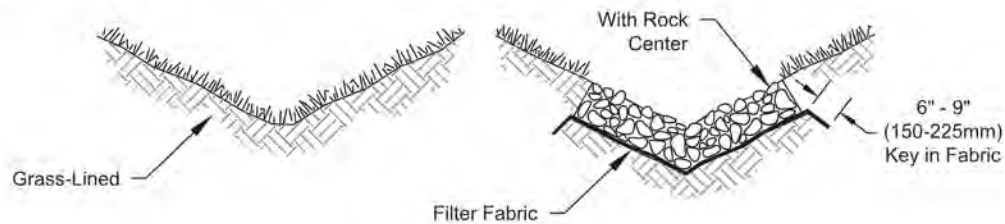
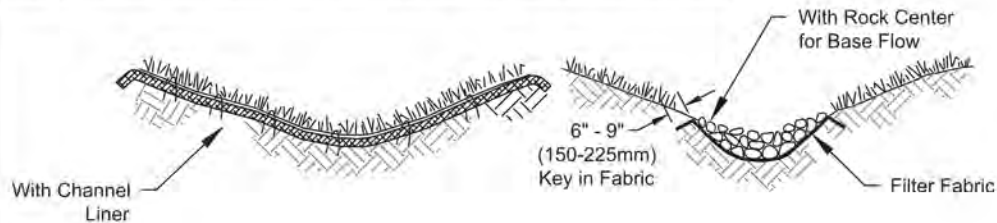


Figure II-4.2.1 Typical Grass-Lined Channels

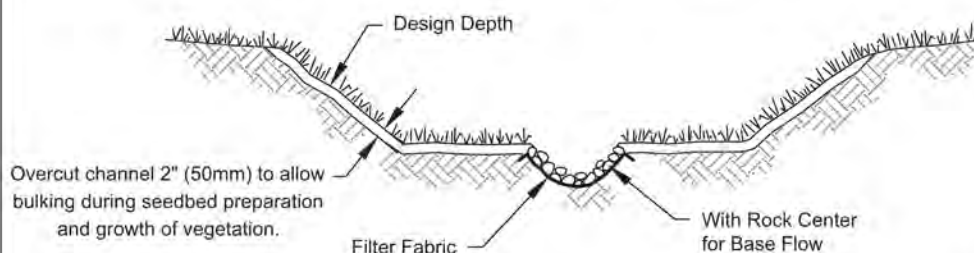
Typical V-Shaped Channel Cross-Section



Typical Parabolic Channel Cross-Section



Typical Trapezoidal Channel Cross-Section



NOT TO SCALE



**Figure II-4.2.1
Typical Grass-Lined Channels**

Revised June 2015

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Figure II-4.2.16 Cross Section of Sediment Trap

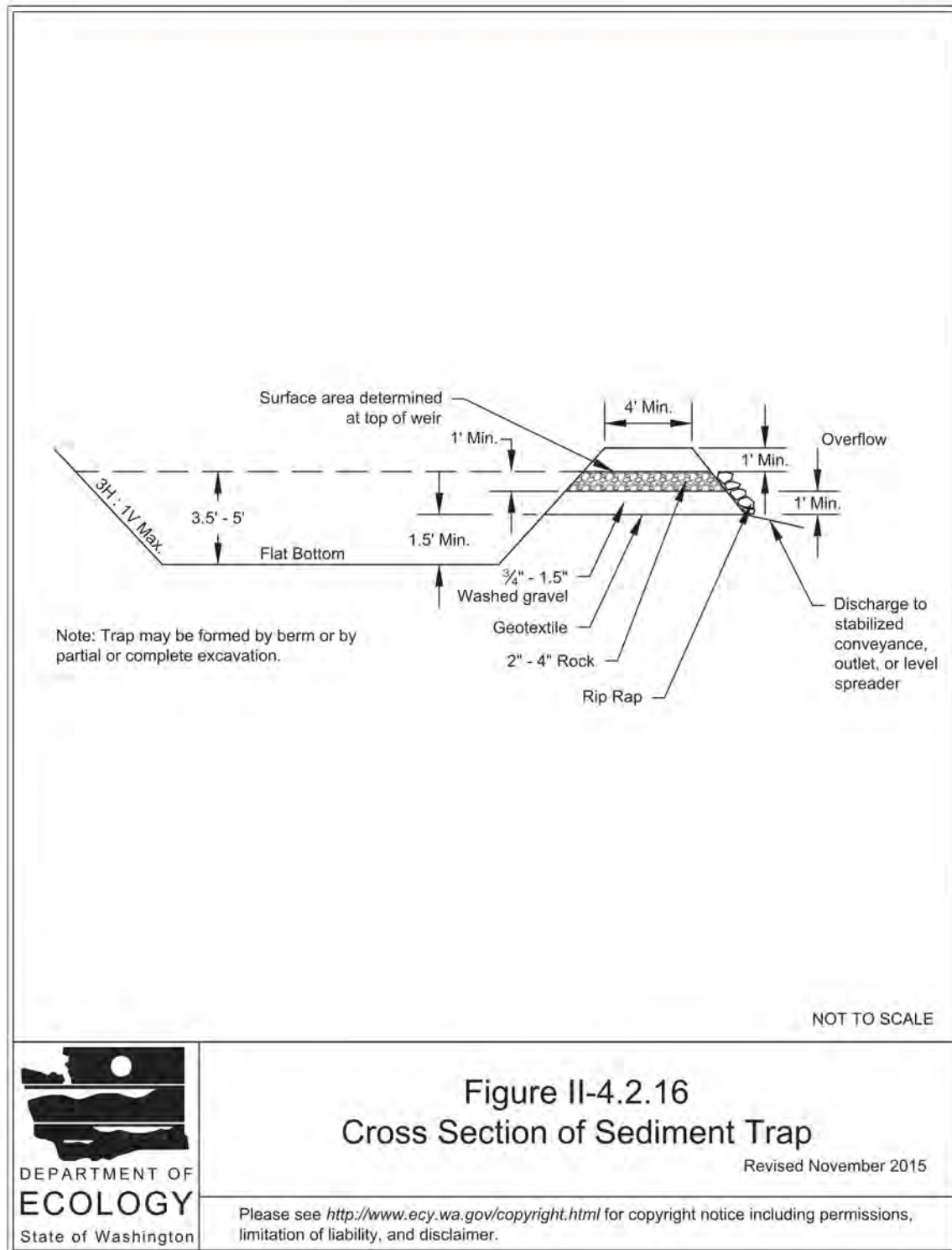
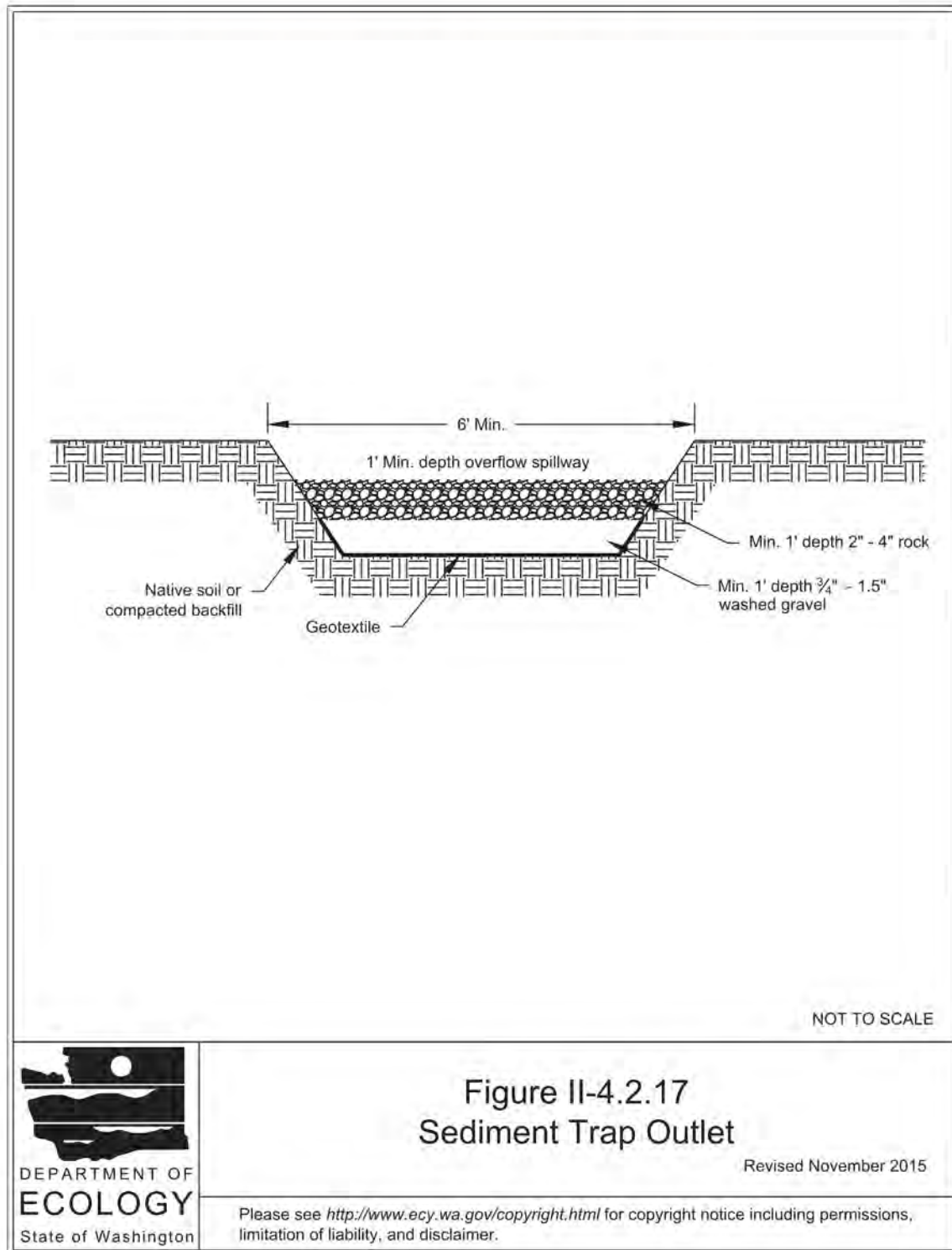
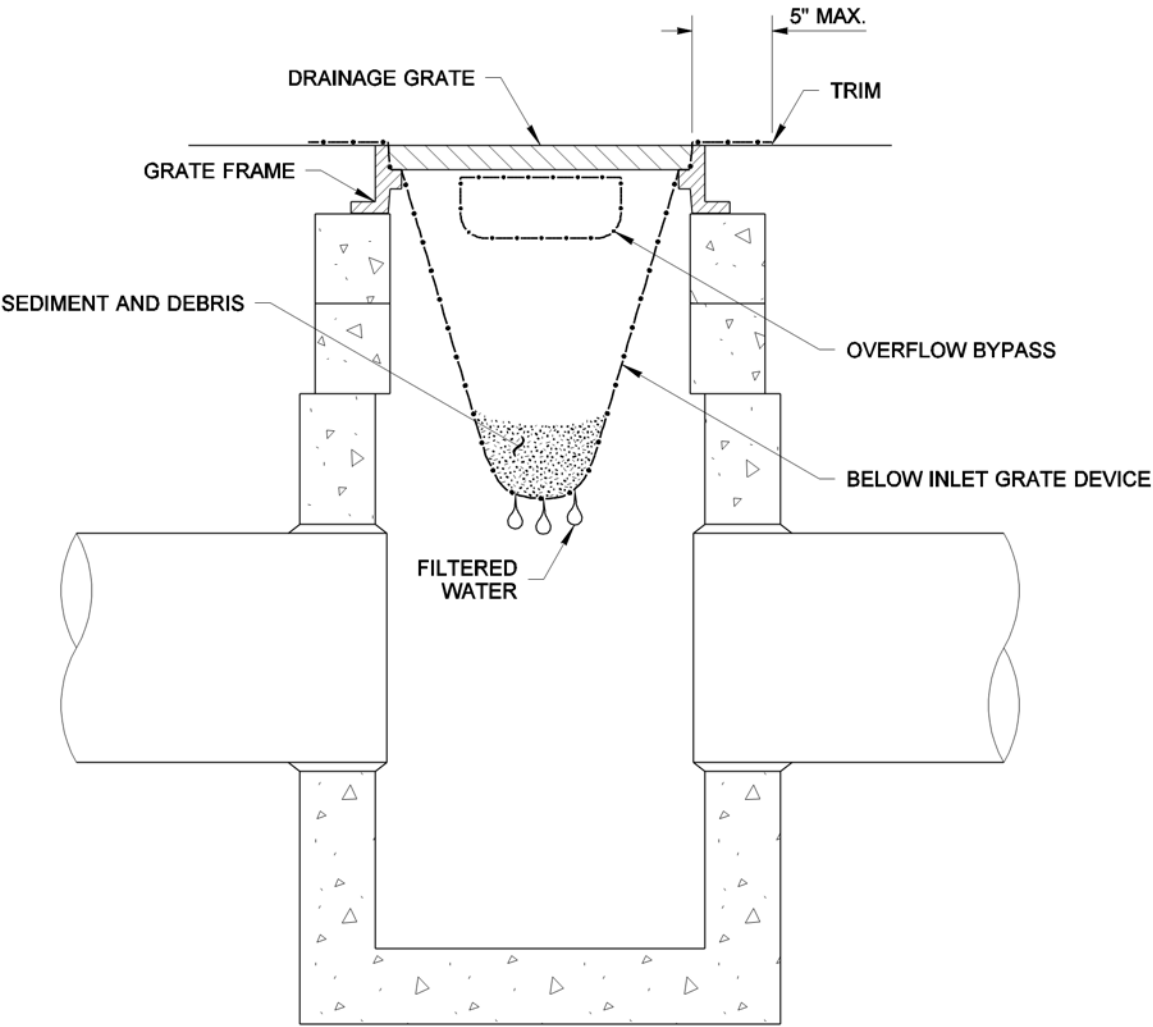
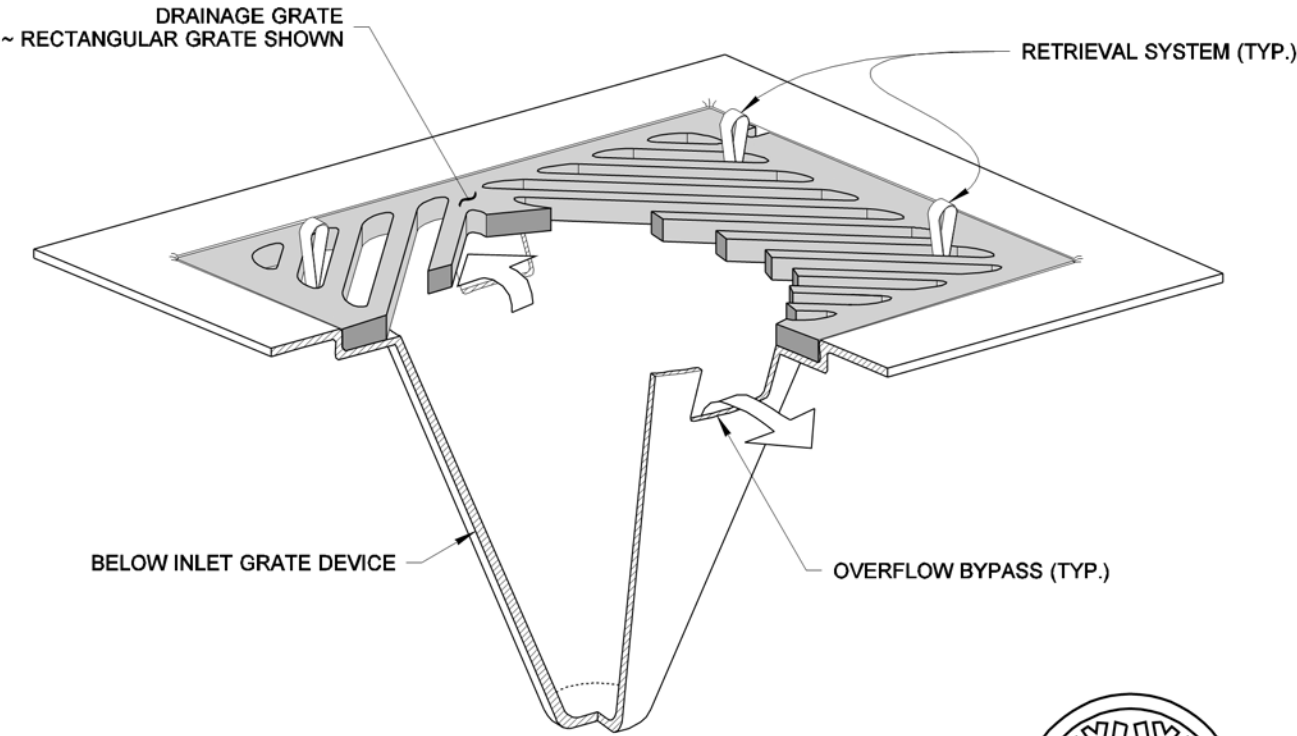


Figure II-4.2.17 Sediment Trap Outlet





SECTION VIEW
NOT TO SCALE



ISOMETRIC VIEW

NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected material.
4. Perform maintenance in accordance with Standard Specification 8-01.3(15).



STATE OF
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LANDSCAPE ARCHITECT

MARK W. MAURER
CERTIFICATE NO. 000598

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**STORM DRAIN
INLET PROTECTION**
STANDARD PLAN I-40.20-00

SHEET 1 OF 1 SHEET

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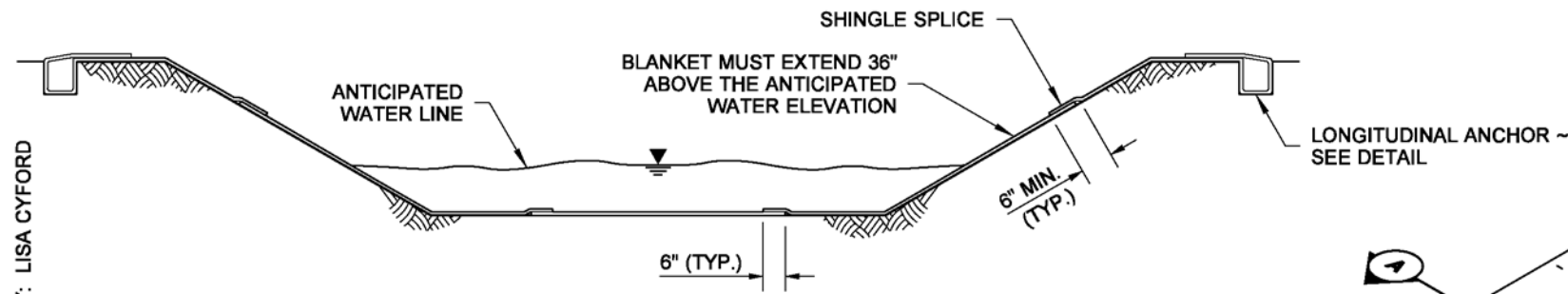
Pasco Bakotich III **09-20-07**

STATE DESIGN ENGINEER

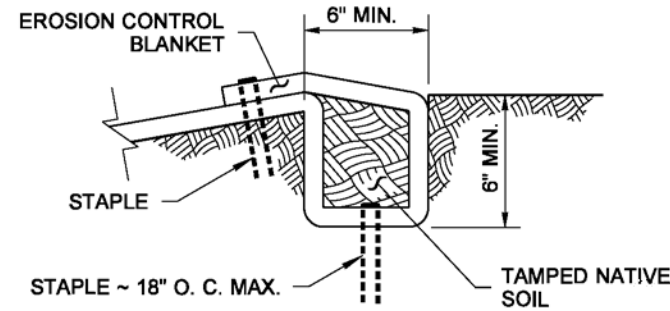
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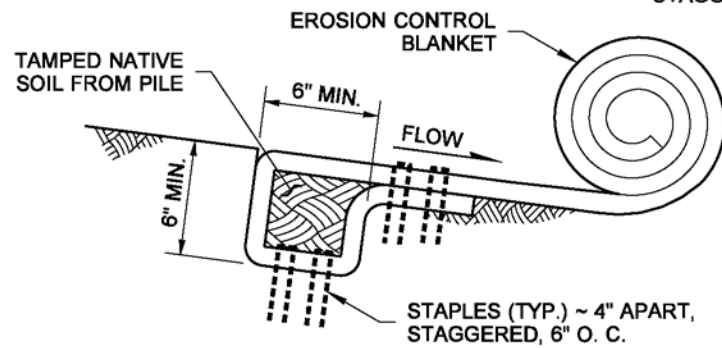
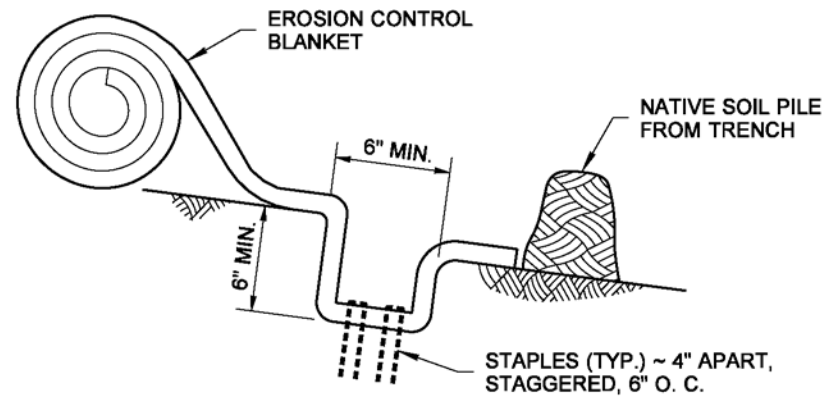
Washington State Department of Transportation



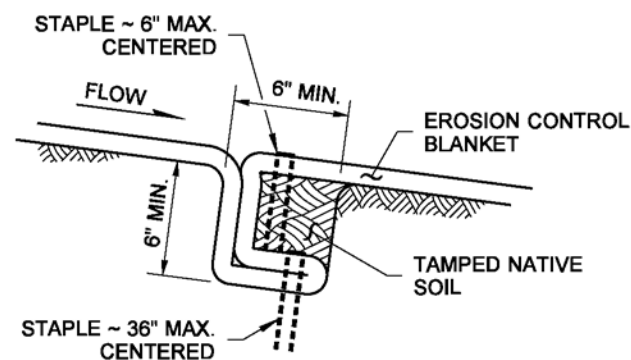
CHANNEL INSTALLATION ~ SECTION A



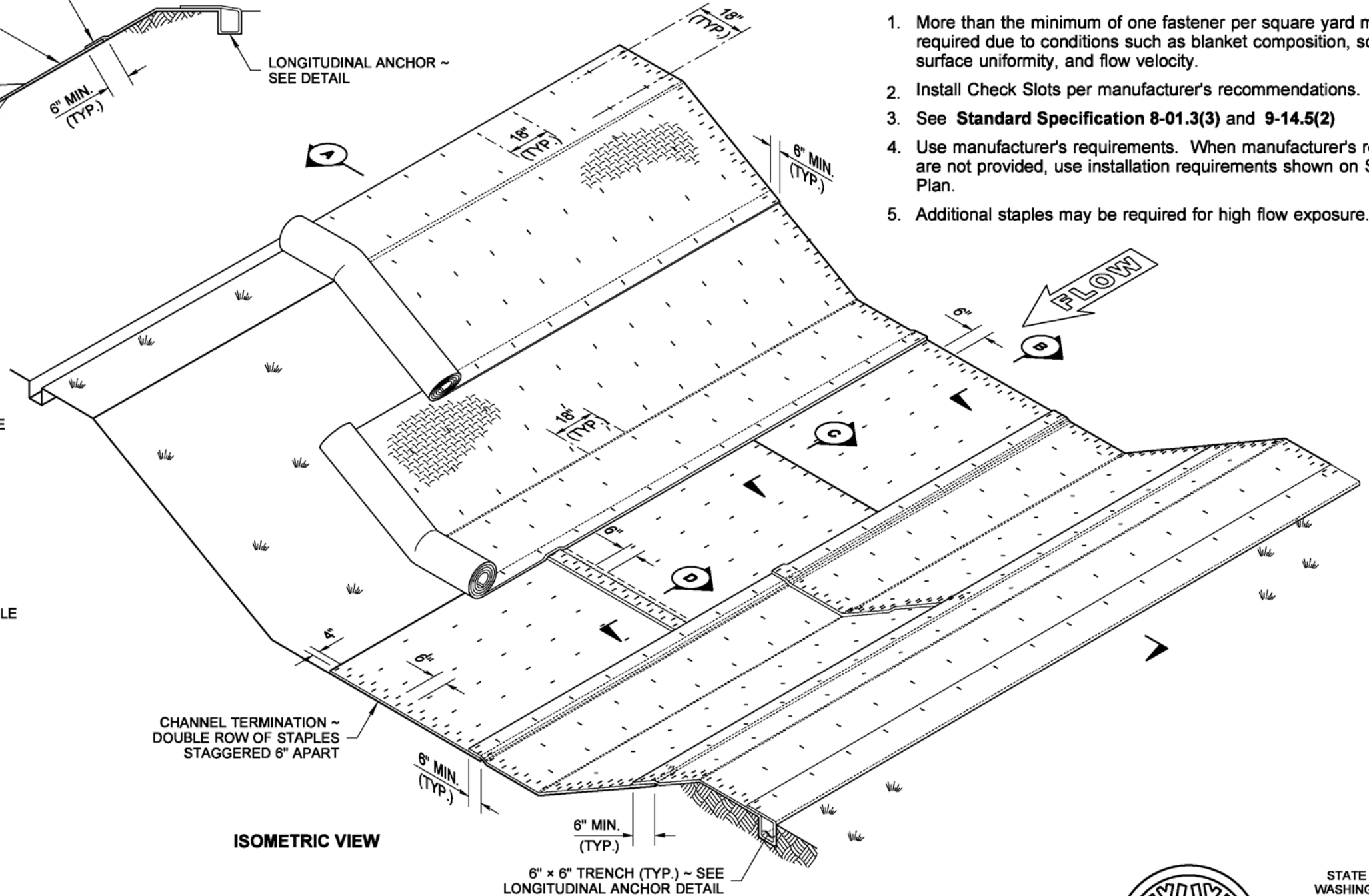
LONGITUDINAL ANCHOR DETAIL



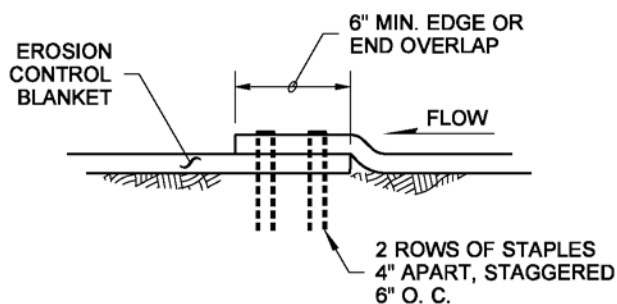
INITIAL ANCHOR ~ SECTION B



CHECK SLOT ~ SECTION C



ISOMETRIC VIEW



SHINGLE SPLICE AT END OF ROLL

SECTION D

NOTES

1. More than the minimum of one fastener per square yard may be required due to conditions such as blanket composition, soil type, surface uniformity, and flow velocity.
2. Install Check Slots per manufacturer's recommendations.
3. See **Standard Specification 8-01.3(3)** and **9-14.5(2)**
4. Use manufacturer's requirements. When manufacturer's requirements are not provided, use installation requirements shown on Standard Plan.
5. Additional staples may be required for high flow exposure.

INSTALLATION STEPS:

1. Prepare smooth slope.
2. Amend soil and seed, as specified.
3. Dig anchor trench. Set aside native soil removed from trench.
4. Secure blanket in anchor trench, staking or stapling blanket as shown.
5. Replace native soil previously removed from trench.
6. Roll blanket parallel to the slope in a controlled manner, taking care to remove excess slack, and taking care not to stretch blanket.
7. Stake or staple blanket as shown so there are no gaps between the blanket and the soil. Staple while unrolling blanket to minimize walking on blanket.



STATE OF
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SANDRA L. SALISBURY
SANDRA L. SALISBURY
LICENSE NO. 880
DATE: 6/6/13

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BIODEGRADABLE EROSION CONTROL BLANKET PLACEMENT FOR DITCHES STANDARD PLAN I-60.20-01

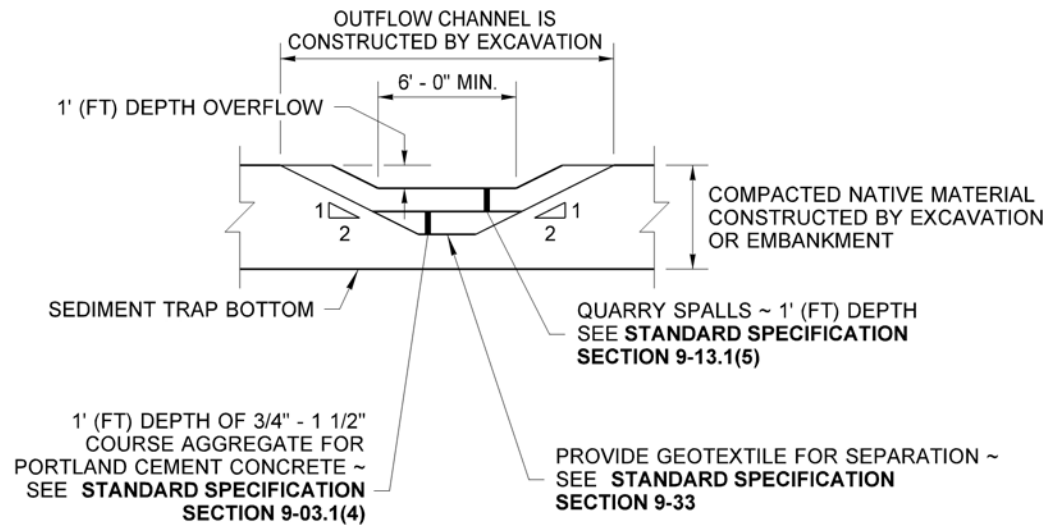
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

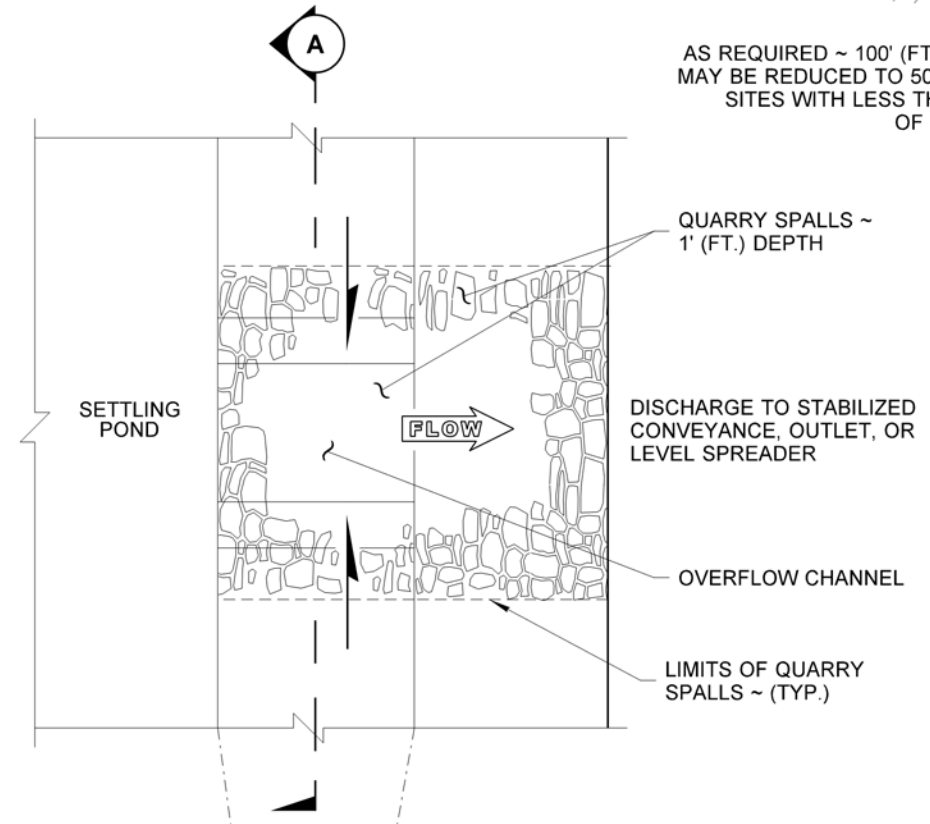
Pasco Bakotich III 6/10/13

STATE DESIGN ENGINEER DATE
Washington State Department of Transportation

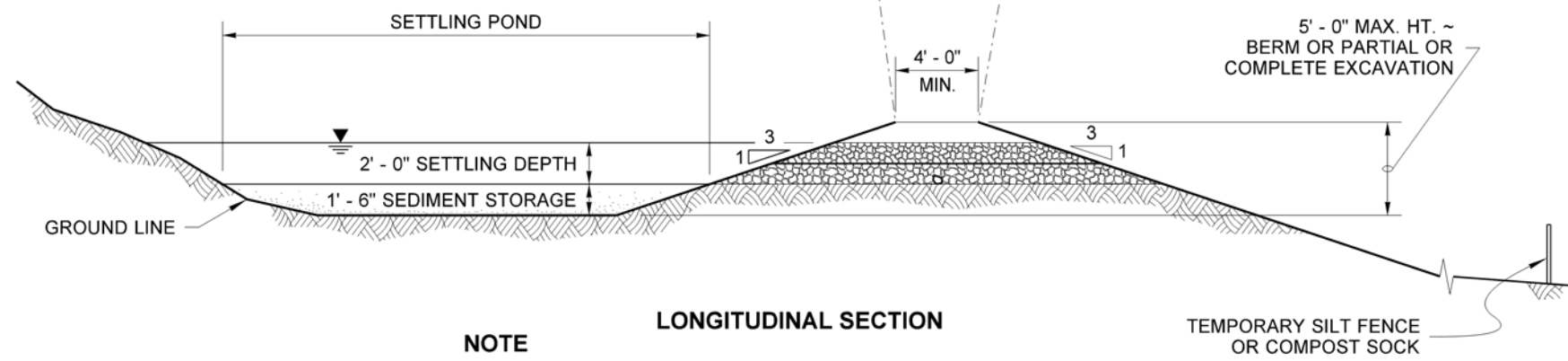
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SECTION A



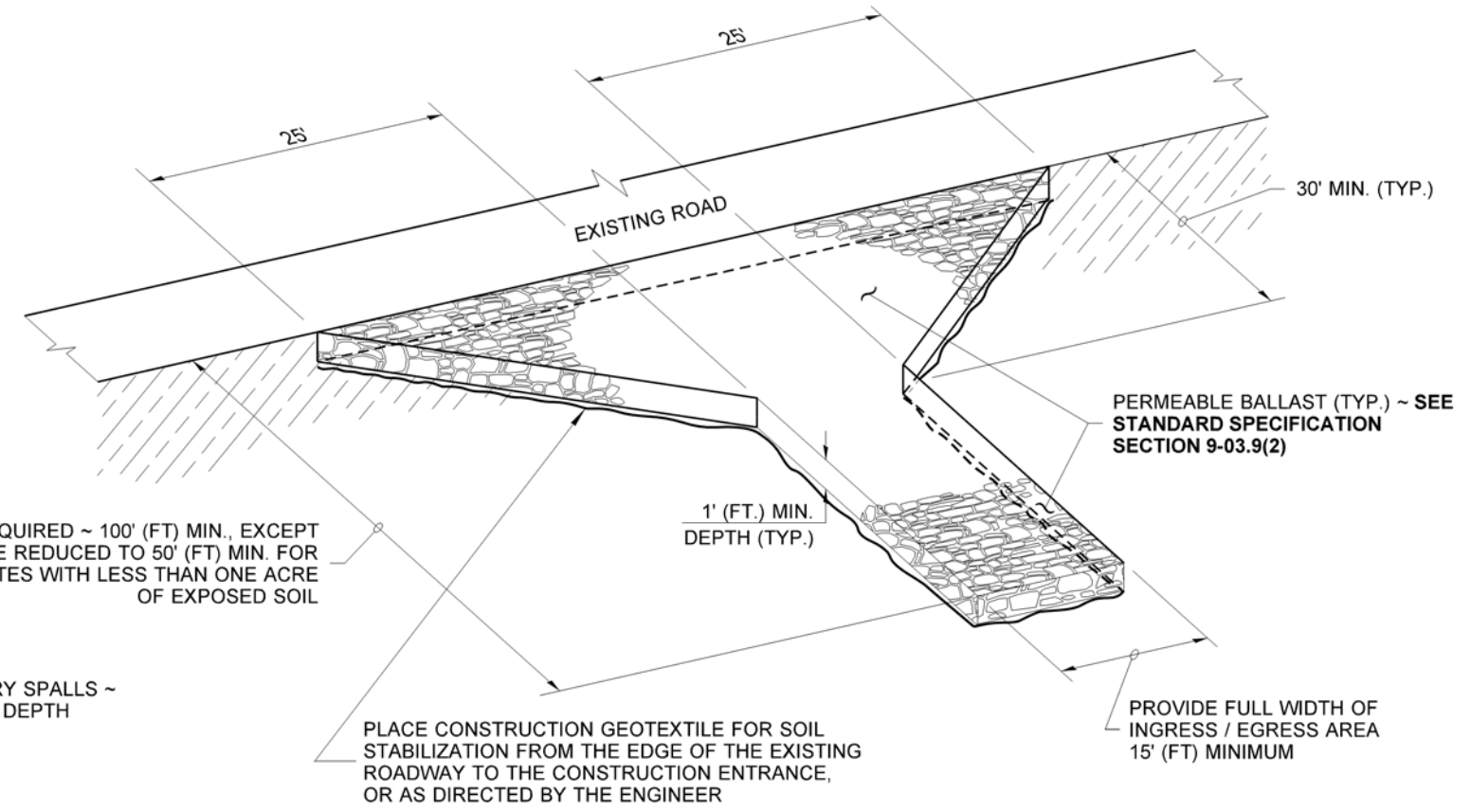
PARTIAL PLAN VIEW OF BERM
SHOWN LARGER FOR CLARITY



LONGITUDINAL SECTION

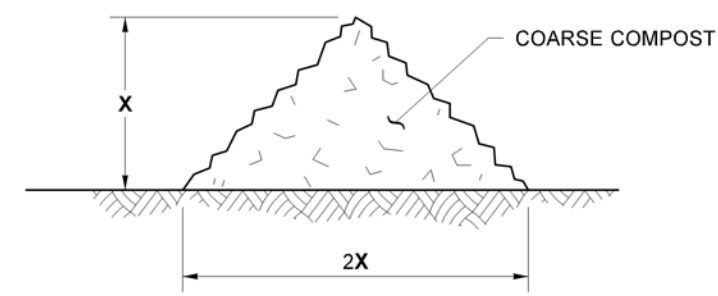
NOTE
PLACE GEOTEXTILE UNDER THE SPILLWAY AND SIDE SLOPES. PROVIDE A CONTINUOUS LAYER BETWEEN THE GRAVEL/ROCK AND THE NATIVE EARTHEN MATERIAL.

TEMPORARY SEDIMENT TRAP



ISOMETRIC VIEW
STABILIZED CONSTRUCTION ENTRANCE

STABILIZED CONSTRUCTION ENTRANCE SHALL MEET THE REQUIREMENTS OF STANDARD SPECIFICATION SECTION 8-01.3(7).



X = 1' - 0" FOR SLOPES 4H:1V OR FLATTER
X = 1' - 6" FOR SLOPES STEEPER THAN 4H:1V

TYPICAL SECTION
COMPOST BERM DETAIL



STATE OF WASHINGTON
REGISTERED
LANDSCAPE ARCHITECT

JULI DEE HARTWIG
LICENSE NO. 1422
DATE: 06-21-17

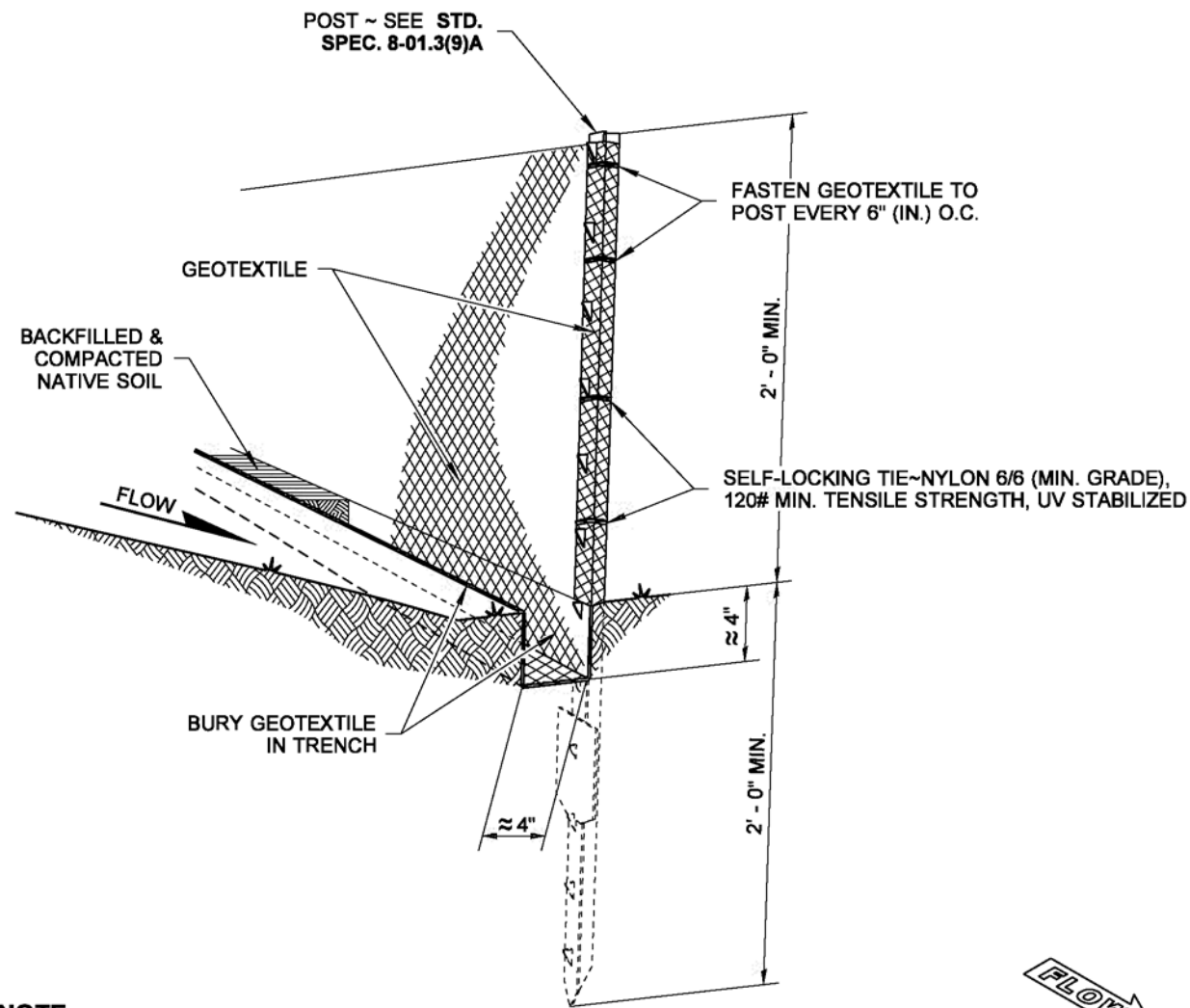
**MISCELLANEOUS
EROSION CONTROL DETAILS
STANDARD PLAN I-80.10-02**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION



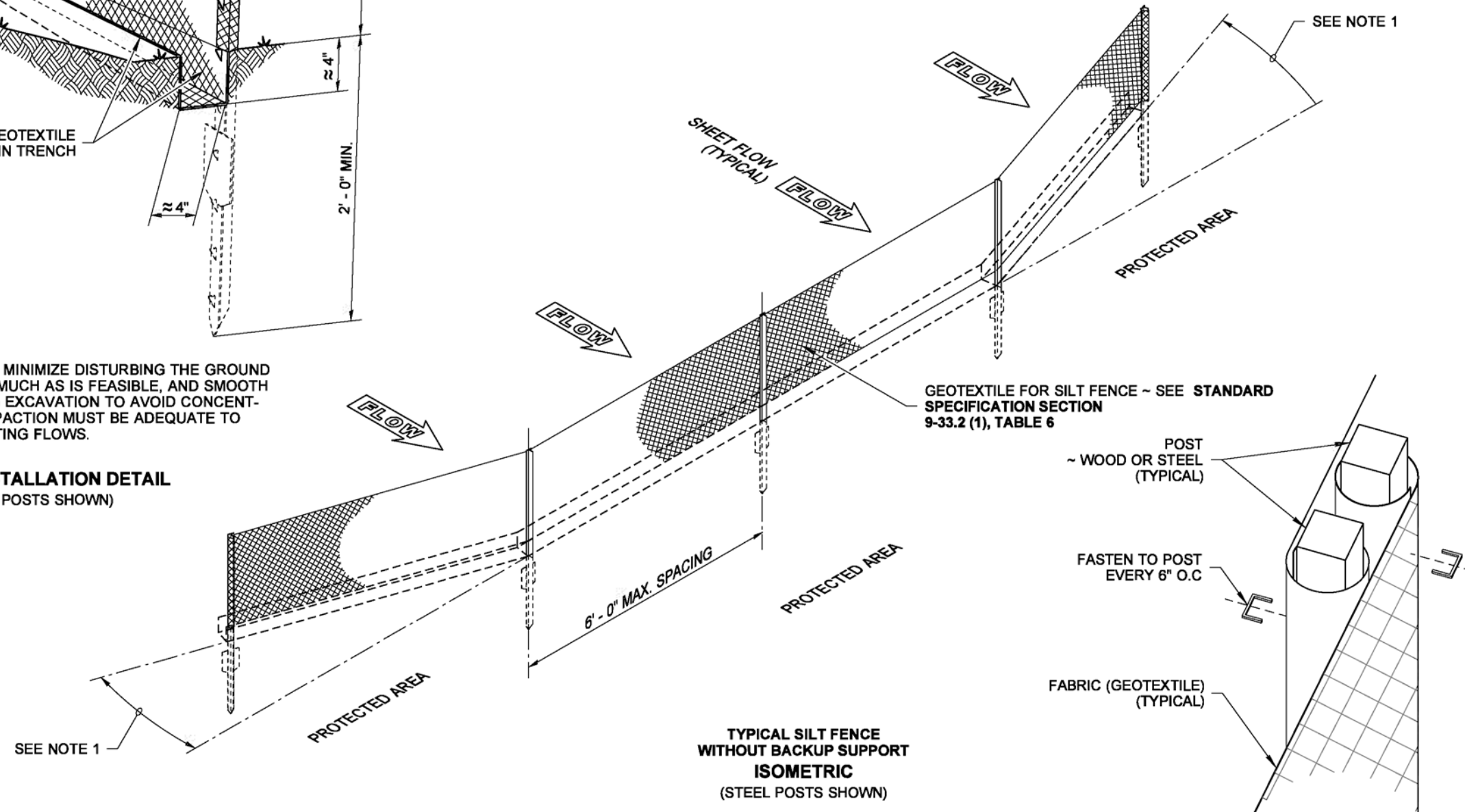
STATE DESIGN ENGINEER
Washington State Department of Transportation



NOTE

DURING EXCAVATION, MINIMIZE DISTURBING THE GROUND AROUND TRENCH AS MUCH AS IS FEASIBLE, AND SMOOTH SURFACE FOLLOWING EXCAVATION TO AVOID CONCENTRATING FLOWS. COMPACTION MUST BE ADEQUATE TO PREVENT UNDERCUTTING FLOWS.

TYPICAL INSTALLATION DETAIL
(STEEL POSTS SHOWN)



SPliced fence sections shall be close enough together to prevent silt laden water from escaping through the fence at the overlap.

SPLICE DETAIL
(WOOD POSTS SHOWN)

NOTES

1. Install the ends of the silt fence to point slightly upslope to prevent sediment from flowing around the ends of the fence.
2. Perform maintenance in accordance with **Standard Specifications 8-01.3(9)A and 8-01.3(15)**.
3. Splices shall never be placed in low spots or sump locations. If splices are located in low or sump areas, the fence may need to be reinstalled unless the Project Engineer approves the installation.
4. Install silt fencing parallel to mapped contour lines.



STATE OF
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LANDSCAPE ARCHITECT

SANDRA L. SALISBURY
CERTIFICATE NO. 000860

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SILT FENCE

STANDARD PLAN I-30.15-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakotich III

STATE DESIGN ENGINEER

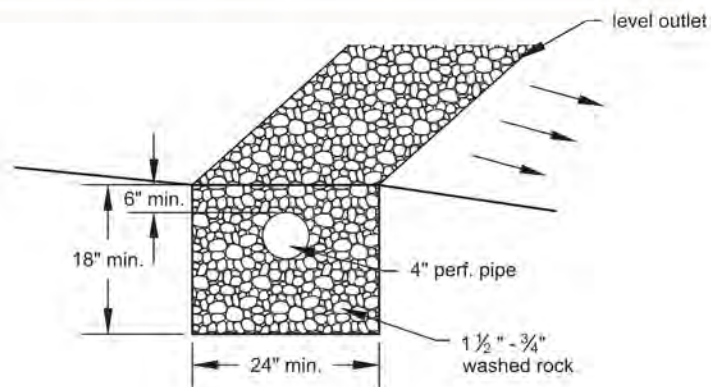
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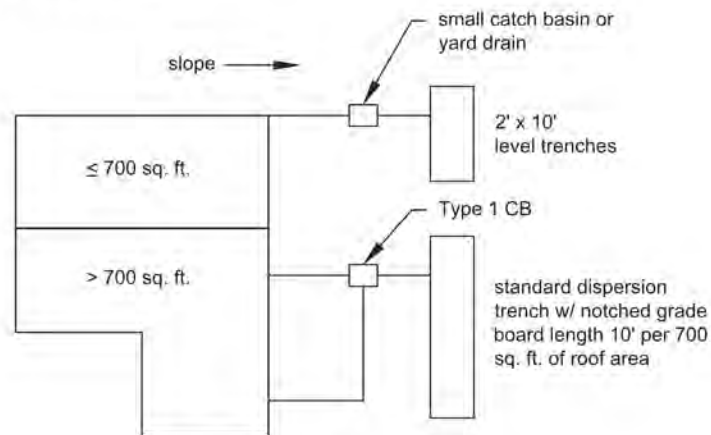


Washington State Department of Transportation

Figure III-3.1.5 Typical Downspout Dispersion Trench



Trench X-Section



Plan View of Roof

NOT TO SCALE



**Figure III-3.1.5
Typical Downspout Dispersion Trench**

Revised November 2015

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Materials Testing & Consulting, Inc.

Geotechnical Engineering • Materials Testing • Special Inspection • Environmental Consulting



May 4, 2017

Marc Estvold, *Project Manager*
Anacortes School District 103
2200 M Avenue
Anacortes, Washington 98221

cc: Dale Herrigstad, P.E., P.L.S., Herrigstad Engineering

Subject: Stormwater Design Characterization - Cap Sante Temp Classrooms
J Avenue & 22nd Street
Anacortes, Washington 98221

MTC Project No.: **17B072**

Dear Mr. Estvold:

At your request, Materials Testing & Consulting, Inc. (MTC) has completed a targeted soil characterization for stormwater design at the above referenced site proposed for development with modular temporary classrooms and parking. Site development will reportedly require stormwater controls per local municipal regulations for new construction. The primary focus of this study was to perform field explorations to assess existing subsurface conditions for stormwater design feasibility and determination of design parameters if suitable infiltration conditions are encountered.

MTC understands the client intends to develop the site, currently a vacant grass field, with up to three temporary modular classrooms. The building area will be accompanied by a small gravel parking area and gravel paths accessed via 22nd Street. For assessment of the site, subsurface characterization was performed via backhoe test pits at three locations distributed across the project area to termination depths ranging from 3.8 feet to 6.5 feet below present grade (BPG).

MTC has performed this soil characterization for stormwater design in general accordance with site characterization guidelines presented in the Washington Department of Ecology 2014 *Stormwater Management Manual for Western Washington* (SMMWW) as required by City of Anacortes Municipal Code. A summary of MTC's findings, interpretations, and recommendations are provided herein for use in civil design and permitting for the proposed development.

Corporate • 777 Chrysler Drive • Burlington, WA 98233 • Phone 360.755.1990 • Fax 360.755.1980
SW Region • 2118 Black Lake Blvd. S.W. • Olympia, WA 98512 • Phone 360.534.9777 • Fax 360.534.9779
NW Region • 805 Dupont, Suite 5 • Bellingham, WA 98226 • Phone 360.647.6061 • Fax 360.647.8111
Kitsap Region • 5451 N.W. Newberry Hill Road, Suite 101 • Silverdale, WA 98383 • Phone/Fax 360.698.6787

Visit our website: www.mtc-inc.net

Site Exploration and Assessment Methodology:

On April 18, 2017, an MTC Licensed Geologist visited the site to observe the excavation of test pits for soils characterization with respect to infiltration feasibility and civil stormwater design. MTC personnel observed the excavation of test pits at three locations selected on site by MTC based on discussions with the stormwater designer for possible stormwater facilities and for optimal coverage.

Test pit TP-1 was performed in the northwest portion of the site, adjacent to the area proposed for the gravel parking footprint (Figures 2 & 3). The location of TP-1 was about 63 feet south of the 22nd Street sidewalk and about 65 feet east of the J Avenue sidewalk. Test pit TP-2 was performed in the area to the south of the proposed location for units B and C in the southwest portion of the site. The location of TP-2 was about 119 feet south of the 22nd Street sidewalk and about 65 east of the J Avenue sidewalk. Test pit TP-3 was performed in the northeast portion of the site, east of the proposed location for unit A. The location of TP-3 was about 53 feet south of the 22nd Street sidewalk and about 177 feet east of the J Avenue sidewalk. Excavator test pits were completed to depths of 4.6, 3.8, and 6.5 feet BPG respectively. Test pits TP-1 and TP-2 were terminated on hard conditions for the client provided equipment, interpreted as restrictive soils. Test pit TP-3 was terminated at the greatest depth achievable for the provided equipment and terminated within uncontrolled fill soils. MTC personnel monitored explorations, examined and classified the soils encountered in accordance with the Unified Soil Classification System (USCS) and ASTM D2487, and observed for indications of groundwater or water seepage. Test pits were backfilled with existing soil tailings after exploration activities were completed.

Grab soil samples were collected from representative soil horizons during test pit excavations in the location and depth vicinity of potential infiltration, as depicted on the attached logs. All samples were placed in plastic bags to limit moisture loss, labeled, and transported to MTC's laboratory for analysis and storage. Samples will be retained for a minimum of 90 days from the date of collection. Due to the conditions encountered, laboratory gradation analyses were not performed for this investigation. MTC can perform soil sample analyses if deemed necessary for final design at the request of the client.

A location and vicinity map is provided in Figure 1, Appendix A1. An aerial photo showing site conditions and the approximate locations of MTC's test locations is provided in Figure 2, Appendix A2. A provided site plan of the proposed developments with an overlay of MTC's test locations is provided in Figure 3, Appendix A3. Attached in Appendix B are photos of the site conditions and explorations in progress. Exploration logs are presented in Appendix C, with a USCS classification chart provided as Figure 4.

Existing Site Conditions:

The project site consists of a vacant grass field. The vicinity of the project site is a developed residential neighborhood. To the west of the project site and at slightly higher elevation is J Avenue and various residential and community buildings beyond. To the north of the project site is 22nd Street and residential homes beyond. The field continues to the south of the site, beyond which is a softball/baseball field and the Island View Elementary School. To the east and downslope from the site are tennis courts and additional sports fields of the Anacortes Middle School.

The terrain of Fidalgo Island is characterized by undulating hills of resistant bedrock bordered by upland and lowland areas of glacially derived soils. The project site is located in the relative lowland area of northern Fidalgo Island making up the City of Anacortes. The general topography of the project site slopes gently downhill to the east.

The project location is a field, about 185 feet wide east to west and about 300 feet long north to south, although the proposed development extent is confined to only the northern portion. From the west, the site slopes downhill from J Avenue towards the field at a grade of about 15% for roughly 30 feet. At the east end of the field, the terrain slopes downhill toward a set of tennis courts at a gradient of about 35% for around 15 feet. To the north of the field, 22nd Street slopes downhill to the east at a gradient of about 10%. On the north end of the field, landscaping is sloped slightly toward the field to the west and away from the field to the east to match the grade of 22nd Street. To the south, the field grade remains relatively constant.

According to the school maintenance official responsible for excavating the test pits, mobile units had been placed on the site at some time in the past and some grading alteration of the project location had occurred. The maintenance official was also knowledgeable of some abandoned utilities in the general vicinity of proposed location for unit A.

Subsurface Conditions:

Subsurface soil conditions were observed and catalogued during test pit excavations. This section summarizes our general understanding of site soil conditions gained from completing field explorations and laboratory analyses. General soil profiles were relatively consistent among the two test locations in the western portion of the site (TP-1 and TP-2), though conditions varied drastically with the test pit in the eastern portion (TP-3). General soil conditions encountered in western test pits TP-1 and TP-2 are summarized in Table 1 below. Conditions encountered in the eastern test pit TP-3 are summarized separately in Table 2.

Table 1. Generalized Soil Stratigraphy for TP-1 and TP-2

SOIL UNIT	DEPTH (BPG - feet)	DESCRIPTION
Topsoil (SM-OL)	0 – 0.5	SILTY SAND, some gravel. Typically loose, moist, with rich organic content including roots and grass surfacing in to upper portion. Dark BROWN.
Uncontrolled Fill (CL-ML)	0.5 – 1.1/1.9	SANDY SILT and CLAY with GRAVEL. Typically medium stiff, moist, and crumbly, with buried organic content including roots. Medium BROWN to GRAY. Variable thickness. Absent in a portion of TP-2.
Weathered Glacial Till (SM-ML)	1.1/1.9 – 2.6/2.7	Weathered till soils consisting of SILTY FINE SAND to FINE SANDY SILT, some gravel up to boulder size. Very stiff to hard or dense with depth (2.5 – 4.0 tons/sf), moist. Medium BROWN or Medium GRAY with moderate to heavy mottling.
Unweathered Glacial Till (CL)	2.6/2.7+	Intact glacial till soils consisting of FINE SANDY CLAY with GRAVEL, moist to locally wet at upper contact, hard below (>4.5 tons/sf). Gravel up to 10 inches. Some faint red/orange mottling at upper contact in TP-1. No mottling in TP-2. Forms restrictive hardpan, difficult excavation reported.

Table 2. Generalized Soil Stratigraphy for TP-3

SOIL UNIT	DEPTH (BPG - feet)	DESCRIPTION
Topsoil (SM-OL)	0 – 0.5	SILTY SAND, some gravel. Typically loose, moist, with rich organic content including roots and grass surfacing in to upper portion. Dark BROWN.
Subsoil (ML)	0.5 – 1.0	SANDY SILT with GRAVEL. Contains some grass roots. Soft to medium stiff, moist. Medium to dark BROWN.
Uncontrolled Fill (SM-ML)	1.0 – 3.1	Uncontrolled fill soils consisting of SILTY SAND to SANDY SILT with GRAVEL. Stiff or medium dense (1.0 – 1.5 tons/sf), moist. Medium BROWN with varying degrees of mottling.
Relict Topsoil/Subsoil (ML-OL)	3.1 – 4.5	SANDY SILT with GRAVEL containing organics such as grass roots, possible buried relict topsoil/subsoil unit. Gravel up to 12 inches and woody debris. Stiff (1.25 – 1.75 tons/sf), moist. Dark BROWN.
Uncontrolled Fill (ML-CL)	4.5 – 6.5+	Uncontrolled fill soils consisting of SANDY SILT AND CLAY with GRAVEL. Soft to medium stiff and moist, becoming wet with depth. Medium to dark BROWN with some rust colored mottling.

Subsurface conditions along the western portion of the site at TP-1 and TP-2 were fairly consistent. Both test pits consisted of surface conditions of grass and topsoil extending to about 0.5 feet BPG. Topsoil consisted of dark brown silty sand and contained some gravel and organic material such as grass roots.

Topsoil was in a moist and loose condition. Underlying the topsoil was sandy silt and clay with gravel in a medium brown to gray color interpreted to be uncontrolled fill. Uncontrolled fill soils extended to a depth of about 1.9 feet BPG in TP-1 and varied in TP-2 from absent to extending to about 1.1 feet BPG. Uncontrolled fills were medium stiff and moist with crumbly consistency. Beginning at depths ranging from 0.5 feet BPG where uncontrolled fills are absent to as deep as 1.9 feet BPG were silty fine sand to sandy fine silt with gravel interpreted to be weathered glacial till soils. Weathered glacial till soils were noted by their light to medium brown or gray color and pervasive rust colored mottling. At least one 10 inch diameter boulder was observed within the weathered till unit, however this boulder appears inconsistent with the other instances of this unit and was possibly worked into the unit after being placed with fill soils above. Weathered till soils were typically stiff or medium dense and in a moist condition, becoming very stiff to hard with depth, and about 1.0 to 1.5 feet thick. Beginning at depths of 2.6 and 2.7 feet BPG, at test pits TP-1 and TP-2 respectively, were medium gray sandy clay with gravel soils interpreted as unweathered glacial till "hardpan". Hardpan soils were characteristically dry, however one localized location at 3.8 feet depth in TP-1 showed light seepage. This localized event is interpreted to be due to water draining through a fissure in the clay or a small sand lens, though no distinct sand lens was observed. Test pits TP-1 and TP-2 were terminated at 4.6 and 3.8 feet respectively on very difficult digging conditions in hardpan soils.

Subsurface conditions at test pit TP-3 on the eastern portion of the site varied greatly from conditions at TP-1 and TP-2. Topsoil at TP-3 was similar to topsoil observed within other test pits and extended to 0.4 feet depth. Underlying the topsoil was a medium to dark brown subsoil unit consisting of sandy silt with gravel with some grass roots. Subsoil was soft to medium stiff and moist. From about 1.0 feet to about 3.1 feet BPG, soils were silty sand to sandy silt with gravel interpreted to be uncontrolled fill based on variable appearance and content. Uncontrolled fill soils at this depth were medium brown with varying degrees of mottling. These soils were moist and generally medium stiff to stiff or medium dense. Dark brown sandy silt with gravel, possible historic topsoil/subsoil horizons, were encountered from 3.1 feet to 4.5 feet BPG. The buried topsoil contained minor organics including grass roots and was moist and medium stiff. Boulders up to 12 inches and woody debris were contained within this unit. Underlying the relict topsoil was additional uncontrolled fill consisting of sandy silt and clay with gravel extending to the termination depth of 6.5 feet BPG. This lower uncontrolled fill was dark brown with some rust colored mottling. These soils were moist becoming wet by depth of about 6.0 feet BPG, however no groundwater seepage was observed. Lower uncontrolled fill soils were variably soft to medium stiff. Test pit TP-3 was terminated in the uncontrolled fill soils at 6.5 feet BPG due to the equipment limit of provided machinery.

Subsurface soil conditions across the site appear to have been altered by construction and grading of the field. The western portion of the site appears to have been constructed in a cut condition with native cover soils having been removed for grading and partially replaced with uncontrolled fills and topsoil dressing. The eastern portion of the site presumably had a significantly lower original grade prior to field construction and was apparently constructed in a fill condition. Fills used for field construction and observed within all test pits across the site are interpreted to be uncontrolled in nature, considering the variable contents and consistencies observed.

Surface and Subsurface Water Conditions:

At the time of our exploration in the early spring, free water seepage was not observed with the exception of TP-1. Seepage occurring at a depth of 3.8 feet within the upper portion of the unweathered till unit at TP-1 was interpreted to be a localized event of trapped transient water and was not observed elsewhere on the project site. Soil moisture conditions in upper soils were typically moist, though moisture levels notably decreased to a dry condition within the hardpan soils where encountered, confirming their nature as a restrictive horizon. Light rust coloration was observed within about the upper 1 to 1.5 feet of the glacial till soils. Oxidization typically indicates wetting and drying cycles. The lack of rust coloration at depth, as well as the lower moisture content observed suggests that water perching on the glacial till may marginally penetrate the upper 1 to 1.5 feet of the unit over the course of the wet season. Uncontrolled fill soils encountered within test pit TP-3 were typically moist throughout, though became wet near the termination depth of 6.5 feet BPG. School department maintenance personnel onsite for test pit excavations stated the field was typically dry, even after prolonged wet weather. Surface conditions across the site were dry, although we observed wetness at the base of the slope to the east of the project site adjacent to the tennis courts. We have interpreted that water may permeate through the uncontrolled fill until it reaches the impervious hardpan layer presumed to underlie the fill past the depth explored. Groundwater then likely travels eastward (original down-gradient) along the contact with basal restricting soils, daylighting at the base of the slope east of the project location.

A pervasive groundwater table was not encountered. Groundwater or free water conditions were not observed within any test pit locations to termination depths of 3.8 to 6.5 feet BPG at the time of our site visit. cursory review of available well data from the project vicinity indicates the regional water table resides at depths well below the realm of scope and concern for this assessment. Based on the season of field work in the early-spring, water levels are expected to represent a seasonally high condition. MTC's scope of investigation did not include observation and determination of seasonal variations, conclusive measurement or monitoring of groundwater elevations at the time of exploration, or determination of groundwater levels past the depths explored.

Summary of Geologic Literature:

The *Washington State Interactive Geologic Map*, published by the Washington State Department of Natural Resources (DNR), provides surface mapping on the 1:100,000 scale for the project location. No 1:24,000-scale resource exists at the project site. The DNR resource indicates that subsurface geology of the site is mapped as the unit *Qgt(v)*—Quaternary Vashon Till of the Fraser Glaciation. Vashon Till is typically described as an unsorted and poorly stratified mixture of clay to boulder-size particles deposited on land by an advancing continental glacier. Regionally, till soils are characteristically compacted or overconsolidated due to deposition under thick glacial weight, and may be variably cemented from post-depositional processes. Drainage can be relatively good locally at the upper horizon if weathered material is present, but the underlying intact till typically forms hardpan and impedes water transmission forcing subsurface lateral movement or surface runoff.

The *NCRS Web Soil Survey* maps the entire area of study as the *Bow-Urban Land Complex* with 0 to 8 percent slopes, composed of about 60 percent Bow and similar soils with 35 percent altered urban land. The depositional landform is hillslopes and terraces, and the soils are derived from a parent material including volcanic ash, glaciolacustrine deposits, and glacial drift. A typical soil profile consists of gravelly ashy loam to 7 inches, very gravelly ashy loam to 17 inches, clay loam to 31 inches, and silty clay below 31 inches. Depth to the seasonal high water table commonly ranges from 6 to 18 inches, and the soil is broadly classified in Hydrologic Soil Group C/D. Capacity of the most limiting layer to transmit water (*Ksat*) is moderately low to moderately high, ranging from 0.06 to 0.20 inches per hour. Depth to restrictive conditions is listed as typically more than 80 inches.

Observed site conditions were somewhat consistent with the mapped soil survey data. Native weathered and unweathered shallow glacial soils are broadly consistent with the soil classifications of the *Bow-Urban Land Complex*. However, intact native conditions where observed directly were interpreted to consist of restrictive hardpan resembling overconsolidated glacial till, and appear to form a restrictive condition significantly limiting downward water transmission. This interpretation is more consistent with regional geologic mapping of Vashon Till deposits. Uncontrolled fills observed to varying degrees throughout the site are not addressed in either literature source, resulting from prior land alterations presumably for graded field development.

Stormwater Design Feasibility Assessment:

Based on the results of site explorations and literature review, it is our opinion that on-site infiltration for stormwater management at the project area appears generally infeasible by conventional methods. Subsurface conditions display a combination of prevalent limiting factors including shallow “hardpan” glacial till soils below thin native cover deposits and variably thick uncontrolled fill soils. Depth to

interpreted restrictive hardpan soils was observed on the western portion of the site to be at depths of about 2.6 to 2.7 feet BPG, with the upper 1 to 2 feet of the profile typically consisting of topsoil fill and uncontrolled grade fill. Mottling patterns in the shallow weathered native soil section, where present, suggest winter season perched water or impeded soil saturation could occur commonly to within about 1.0 to 1.5 feet of the surface. Because of the limiting factors of hardpan and interpreted seasonal high saturation levels, the site does not appear to display sufficient vertical separation for infiltration facility use within the remaining predominantly native conditions.

Where uncontrolled fill soils are dominant to the east of the building area, the existing soils appear to provide some drainage outlet to mitigating perched water and surface saturation from occurring on the site. However, uncontrolled fill soils are considered ineligible for infiltration per SMMWW section 3.3.7 (SSC-6). Although hardpan was not encountered by the termination depth at test pit TP-3, uncontrolled fill was documented to the termination depth of 6.5 feet BPG and is thus ineligible for shallow infiltration features. We assume deeper infiltration galleries are not likely to be considered given the scale of the project. Furthermore, wet soil conditions observed near the termination depth of TP-3 are interpreted to represent groundwater saturation transmitting through the uncontrolled fill soils, likely over the native hardpan soils past the depth explored. These conditions would also preclude deeper facility placement.

Surficial stormwater controls appear to be most applicable for the existing site conditions, such as dispersion areas or shallow bioswales/bioretenion features intended to control runoff as opposed to directly infiltrate. Although the uncontrolled fill soils are ineligible for stormwater infiltration design, they do appear to promote general drainage of stormwater from the site surface which we consider conducive to use of these types of features.

Closing Remarks:

MTC may be contacted to review proposed site preparation plans and project specifications, to ensure they are consistent with the intent of the observations and recommendations provided herein. In addition, MTC can be contacted for construction phase testing, observation, and engineering consultation services on an as-needed basis. Such services may include but are not limited to earthwork support consulting, subgrade bearing and infiltration verifications, laboratory materials analysis, and special inspections if required.

Mr. Estvold, we trust this report presents the information you require. If you have questions, please do not hesitate to call.

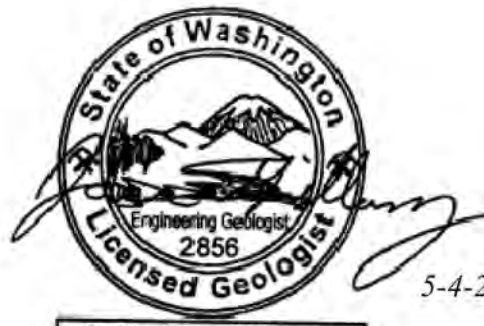
Respectfully Submitted;



5-4-2017

Aaron Arthur Fitts

Aaron A. Fitts, L.G.
Project Geologist



5-4-2017

John R. Gillaspy

John R. Gillaspy, L.E.G.
NW Region Geotechnical Division Manager

Attached: *Limitations and Use of this Report*
 Appendix A1. Location and Vicinity Map
 Appendix A2. Aerial Photo with Test Locations
 Appendix A3. Site Plan with Test Locations
 Appendix B. Photos of Site Exploration
 Appendix C. Exploration Logs

Limitations and Use of This Report

Recommendations contained in this report are based on our understanding of the proposed development and construction activities, our field observations and exploration and our laboratory test results. It is possible that soil and groundwater conditions could vary and differ between or beyond the points explored. If soil or groundwater conditions are encountered during construction that vary or differ from those described herein, MTC shall be notified immediately in order that a review may be made and supplemental recommendations provided. If the scope of the proposed construction, including the proposed loads or structural locations, changes from that described in this report, our recommendations shall also be reviewed.

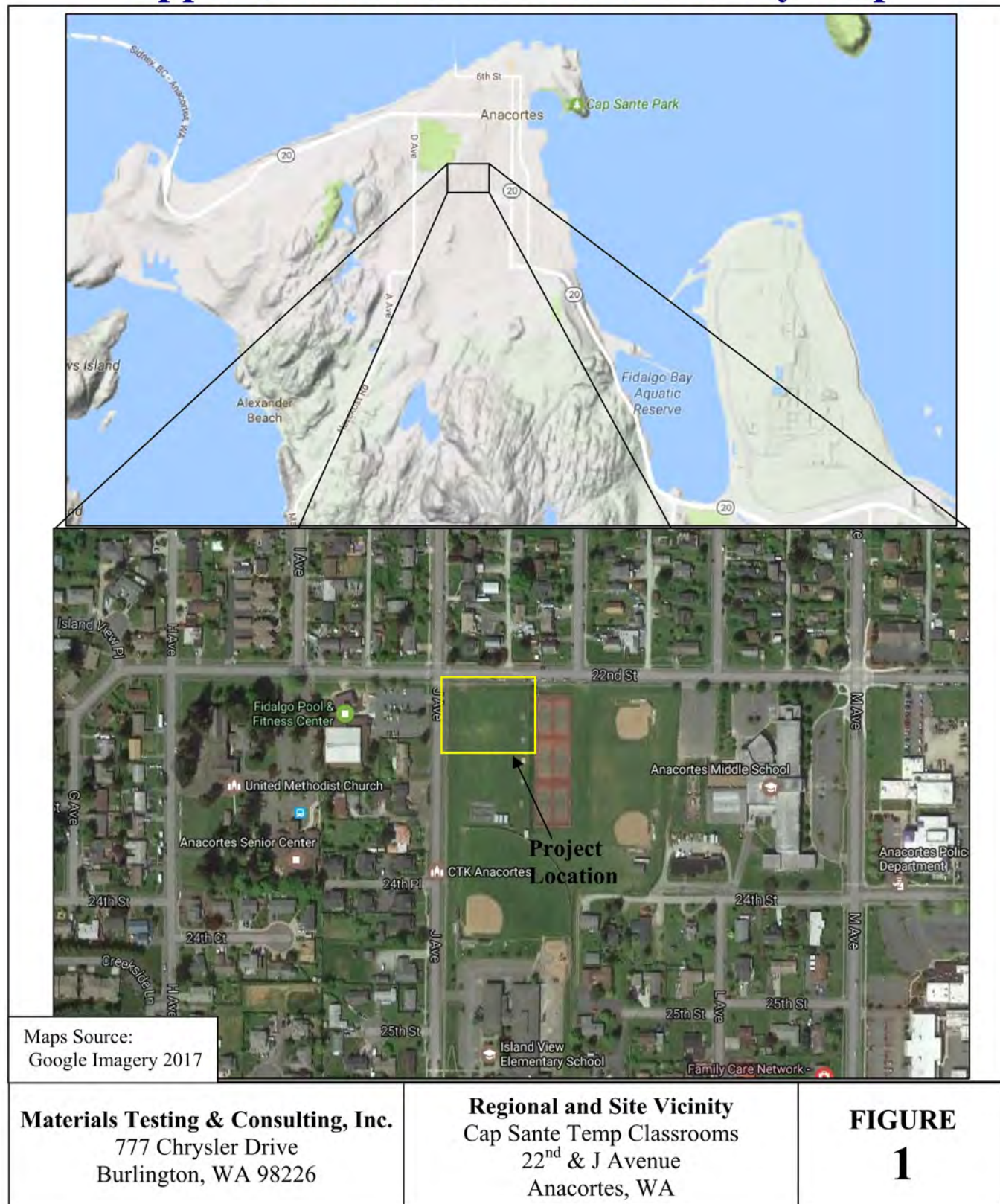
We have prepared this report in substantial accordance with the generally accepted geotechnical engineering practice as it exists in the site area at the time of our study. No warranty, expressed or implied, is made. The recommendations provided in this report are based on the assumption that an adequate program of tests and observations will be conducted by MTC during the construction phase in order to evaluate compliance with our recommendations. Other standards or documents referenced in any given standard cited in this report, or otherwise relied upon by the author of this report, are only mentioned in the given standard; they are not incorporated into it or "included by reference", as that latter term is used relative to contracts or other matters of law.

This report may be used only by Marc Estvold and Anacortes School District 103 and their design consultants and only for the purposes stated within a reasonable time from its issuance, but in no event later than 18 months from the date of the report. Note that if another firm assumes Geotechnical Engineer of Record responsibilities they need to review this report and either concur with the findings, conclusions, and recommendations or provide alternate findings, conclusions and recommendation under the guidance of a professional engineer registered in the State of Washington. The recommendations of this report are based on the assumption that the Geotechnical Engineer of Record has reviewed and agrees with the findings, conclusion and recommendations of this report.

Land or facility use, on- and off-site conditions, regulations, or other factors may change over time, and additional work may be required with the passage of time. Based on the intended use of the report, MTC may recommend that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by Mr. Estvold and Anacortes School District 103 or anyone else will release MTC from any liability resulting from the use of this report by any unauthorized party and Mr. Estvold and Anacortes School District 103 agrees to defend, indemnify, and hold MTC harmless from any claim or liability associated with such unauthorized use or non-compliance. We recommend that MTC be given the opportunity to review the final project plans and specifications to evaluate if our recommendations have been properly interpreted. We assume no responsibility for misinterpretation of our recommendations.

The scope of work for this subsurface exploration and geotechnical report did not include environmental assessments or evaluations regarding the presence or absence of wetlands or hazardous substances in the soil, surface water, or groundwater at this site.

Appendix A1. Location and Vicinity Map



Appendix A2. Aerial Photo with Test Locations



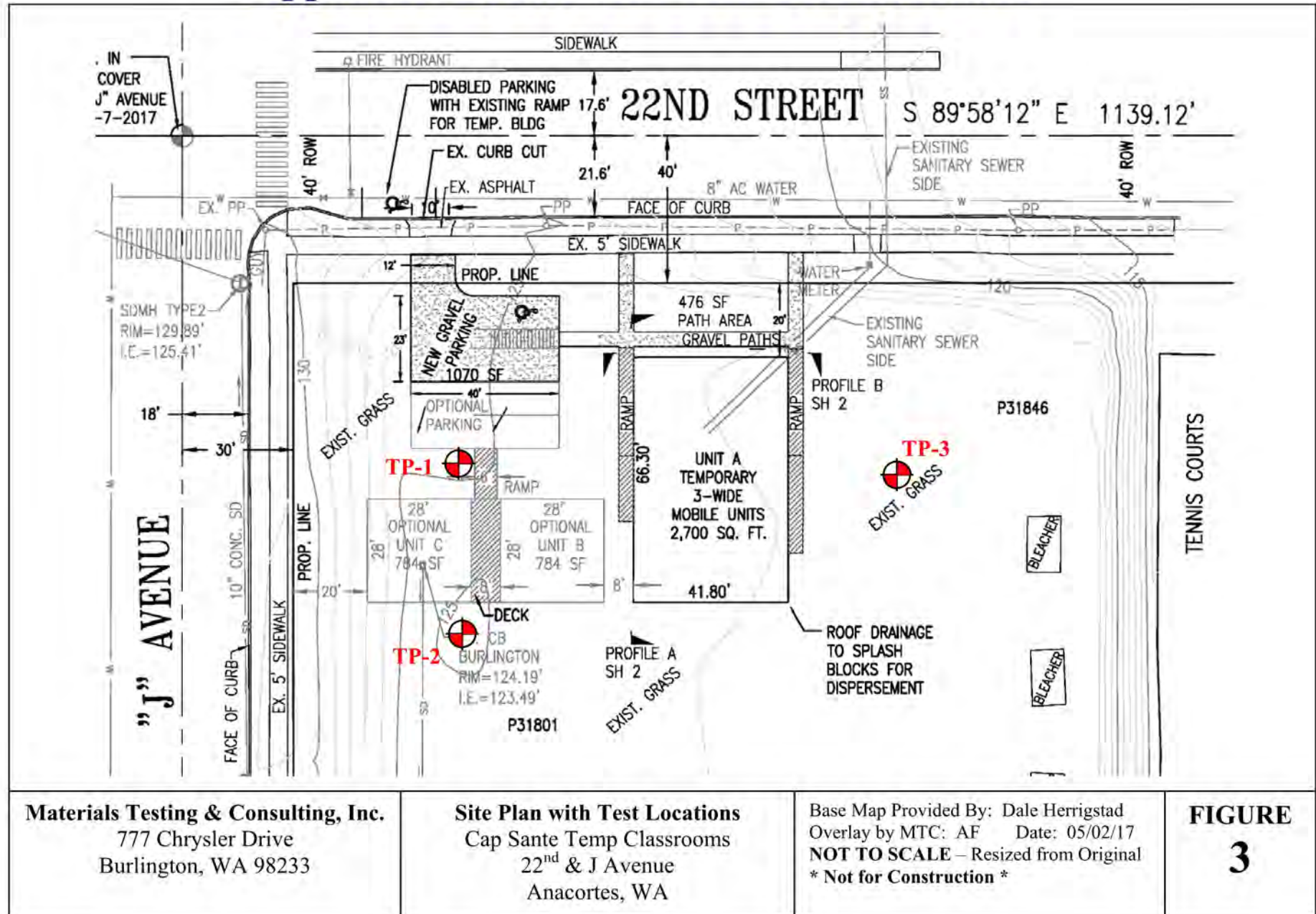
Materials Testing & Consulting, Inc.
777 Chrysler Drive
Burlington, WA 98233

Aerial Photo with Test Locations
Cap Sante Temp Classrooms
22nd & J Avenue
Anacortes, WA

Map Source: Google Earth 2017
Modified by MTC: AF Date: 05/03/17
NOT TO SCALE – Shown is approximate
*** Not for Construction ***

FIGURE
2

Appendix A3. Site Plan with Test Locations



Appendix B. Photos of Site Exploration



Photo A: Location of TP-1 and site surface conditions. Photo looking north by northeast.



Photo B: Detail of weathered native glacial drift soils at TP-1 at about 2.0 feet BPG. Note rust colored mottling, moisture content and fine-grained texture..



Photo C: Location of TP-2. Photo looking north.



Photo D: South side of excavation at TP-2. Soil units and approximate contacts labeled.



Photo E: Location of TP-3. Photo looking southeast, away from building area.



Photo F: Excavation of TP-3 at termination depth showing highly variable uncontrolled fills persisting to end depth.

Appendix C. Exploration Logs

Unified Soil Classification System Chart

Major Divisions			Graph	USCS	Typical Description
Coarse Grained Soils More Than 50% Retained On No. 200 Sieve	Gravel More Than 50% of Coarse Fraction Retained On No. 4 Sieve	Clean Gravels		GW	Well-graded Gravels, Gravel-Sand Mixtures
		Gravels With Fines		GP	Poorly-Graded Gravels, Gravel-Sand Mixtures
	Sand More Than 50% of Coarse Fraction Passing No. 4 Sieve		Clean Sands		GM
				GC	Clayey Gravels, Gravel-Sand-Clay Mixtures
		Sands With Fines		SW	Well-graded Sands, Gravelly Sands
				SP	Poorly-Graded Sands, Gravelly Sands
Fine Grained Soils More Than 50% Passing The No. 200 Sieve	Silts & Clays Liquid Limit Less Than 50	Liquid Limit Less Than 50		ML	Inorganic Silts, rock Flour, Clayey Silts With Low Plasticity
				CL	Inorganic Clays of Low To Medium Plasticity
				OL	Organic Silts and Organic Silty Clays of Low Plasticity
	Silts & Clays Liquid Limit Greater Than 50	Liquid Limit Greater Than 50		MH	Inorganic Silts of Moderate Plasticity
				CH	Inorganic Clays of High Plasticity
				OH	Organic Clays And Silts of Medium to High Plasticity
Highly Organic Soils				PT	Peat, Humus, Soils with Predominantly Organic Content

Sampler Symbol Description

	Standard Penetration Test (SPT)
	Shelby Tube
	Grab or Bulk
	California (3.0" O.D.)
	Modified California (2.5" O.D.)

Stratigraphic Contact

	Distinct Stratigraphic Contact Between Soil Strata
	Gradual Change Between Soil Strata
	Approximate location of stratigraphic change

	Groundwater observed at time of exploration
	Measured groundwater level in exploration, well, or piezometer
	Perched water observed at time of exploration

Modifiers

Description	%
Trace	>5
Some	5-12
With	>12

Soil Consistency

Granular Soils		Fine-grained Soils	
Density	SPT Blowcount	Consistency	SPT Blowcount
Very Loose	0-4	Very Soft	0-2
Loose	4-10	Soft	2-4
Medium Dense	10-30	Firm	4-8
Dense	30-50	Stiff	8-15
Very Dense	> 50	Very Stiff	15-30
		Hard	> 30

Grain Size

DESCRIPTION		SIEVE SIZE	GRAIN SIZE	APPROXIMATE SIZE
Boulders		> 12"	> 12"	Larger than a basketball
Cobbles		3 - 12"	3 - 12"	Fist to basketball
Gravel	Coarse	3/4 - 3"	3/4 - 3"	Thumb to fist
	Fine	#4 - 3/4"	0.19 - 0.75"	Pea to thumb
Sand	Coarse	#10 - #4	0.075 - 0.19"	Rock salt to pea
	Medium	#40 - #10	0.017 - 0.075"	Sugar to rock salt
	Fine	#200 - #40	0.0029 - 0.017"	Flour to Sugar
Fines		Passing #200	< 0.0029"	Flour and smaller

Materials Testing & Consulting, Inc.
777 Chrysler Drive
Burlington, WA 98233

USCS Soil Classification Chart
Cap Sante Temp Classrooms
22nd & J Avenue
Anacortes, WA

FIGURE
4

MATERIALS TESTING & CONSULTING 777 Chrysler Drive, Burlington, WA GEOTECHNICAL SERVICES			Log of Test Pit TP-1				
Cap Sante Temp Classrooms J Ave & 22nd Street Anacortes, WA 98221			Date Started	: 04/18/2017			
			Date Completed	: 04/18/2017			
			Sampling Method	: Grab Samples			
			Location	: 63' S of 22nd St sidewalk, 65' E of J Ave sidewalk			
MTC Project No. 17B072			Logged By	: A. Fitts			
Depth in Feet	USCS	GRAPHIC	DESCRIPTION			Water Level	% Moisture
0	SM-OL		SILTY SAND, grass roots, moist, loose. Dark BROWN. Topsoil				
1	ML-CL		SANDY SILT AND CLAY with GRAVEL, gravel up to 6" diameter, some buried organics, moist, medium stiff, crumbly. Medium BROWN to GRAY. Uncontrolled Fill			X	
2	ML		FINE SANDY SILT with GRAVEL, moist, stiff to hard with depth. Light to medium GRAY with rust colored mottling. Weathered Glacial Till Soil				
3	CL		SANDY CLAY with GRAVEL, dry to locally wet, hard. Medium GRAY with some minor rust colored mottling at upper surface. Unweathered Glacial Till Soil			X	
4			Localized light seepage			X	
5			T.D. 4.6' BPG Terminated due to difficult digging conditions. Perched groundwater not observed. Localized light seepage observed at 3.8'. Groundwater table not observed.			X	
6							
7							

MATERIALS TESTING & CONSULTING 777 Chrysler Drive, Burlington, WA GEOTECHNICAL SERVICES			Log of Test Pit TP-2				
Cap Sante Temp Classrooms J Ave & 22nd Street Anacortes, WA 98221			Date Started	: 04/18/2017			
			Date Completed	: 04/18/2017			
			Sampling Method	: Grab Samples			
			Location	: 119' S of 22nd St sidewalk, 65' E of J Ave sidewalk			
MTC Project No. 17B072			Logged By	: A. Fitts			
Depth in Feet	USCS	GRAPHIC	DESCRIPTION			Water Level	% Moisture
0	SM-OL		SILTY SAND, some gravel, grass roots, moist, loose. Dark BROWN. Topsoil				
1	ML-CL		SANDY SILT AND CLAY with GRAVEL, gravel up to 6" diameter, some buried organics, moist, medium stiff (1.0 - 2.0 tns/sf), crumbly. Medium BROWN to GRAY. Variable unit thickness. Unit absent on north side side of test pit. Uncontrolled Fill				
2	SM-ML		SILTY FINE SAND to FINE SANDY SILT with GRAVEL, boulder sized gravel to 10" diameter, occasional sand lenses, moist, very stiff to hard or dense (2.5 - 4.0 tns/sf). Medium BROWN with rust colored mottling. Weathered Glacial Till Soil				
3	CL		SANDY CLAY with GRAVEL, dry, hard. Medium GRAY. No mottling. Unweathered Glacial Till Soil				
4	T.D. 3.8' BPG		Terminated due to difficult digging conditions. Perched groundwater not observed. Groundwater table not observed.				
5							
6							
7							

MATERIALS TESTING & CONSULTING 777 Chrysler Drive, Burlington, WA GEOTECHNICAL SERVICES			Log of Test Pit TP-3				
Cap Sante Temp Classrooms J Ave & 22nd Street Anacortes, WA 98221			Date Started : 04/18/2017 Date Completed : 04/18/2017 Sampling Method : Grab Samples Location : 53' S of 22nd St Sidewalk, 177' E of J Ave sidewalk Logged By : A. Fitts				
MTC Project No. 17B072							
Depth in Feet	USCS	GRAPHIC	DESCRIPTION	Water Level	Sample	% Finer than #200	% Moisture
0	SM-OL		SILTY SAND, some gravel, grass roots, moist, loose. Dark BROWN. Topsoil				
	ML		SANDY SILT with GRAVEL, some grass roots, moist, soft to medium stiff. Medium to dark BROWN. Subsoil				
1			SILTY SAND to SANDY SILT with GRAVEL, moist, stiff or medium dense (1.0 - 1.5 tns/sf). Medium BROWN with varying degrees of mottling. Uncontrolled Fill				
2	SM-ML						
3			SANDY SILT with GRAVEL, minor organics, moist, medium stiff (1.25 - 1.75 tns/sf). Dark BROWN. Buried Topsoil Material				
4	ML		Boulders to 12" Woody debris				
5			SANDY SILT and CLAY with GRAVEL, moist, becoming wet with depth, soft to medium stiff. Medium to dark BROWN with some rust colored mottling. Uncontrolled Fill				
	ML-CL						
6			Becoming wet				
T.D. 6.5' BPG			Terminated due at equipment limit. Perched groundwater not observed. Groundwater table not observed.				
7							

May 12, 2017

Ms. Libby Grage
Planning Manager
City of Anacortes
P.O. Box 547
Anacortes, Washington 98221

SUBJECT: PLAN REVIEW, CAP SANTA HIGH SCHOOL,
ANACORTES SCHOOL DISTRICT
CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON
G&O #17513.03

Dear Ms. Grage:

We have received the plans for the development of the Cap Santa High School Temporary Building site. The proposed site area is 11,500 square feet (0.26 acre) of an existing grass field on the northwest end of the Island View Elementary School. The plans are dated April 2017.

The proposed project consists of installing three temporary buildings, ramps, gravel walkways, and a gravel parking area. Water and sewer utility connections are available for the site. Stormwater runoff from the roof area is proposed to be dispersed with splash block dispersion and downspout dispersion. Existing catch basins and storm drain pipe will continue to convey stormwater runoff from pervious areas.

The submittal included:

- Drainage Analysis
- Revised Master Permit Application
- Stormwater Design Characterization Report

We offer the following comments to the developer regarding our review of the submitted information.

GENERAL STORMWATER INFORMATION

All stormwater from the temporary building roofs will be managed with downspout dispersion or splash block dispersion. Stormwater runoff from the parking area will be



Ms. Libby Grage

May 12, 2017

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managed with sheet dispersion. Runoff from the remaining pervious areas will enter the existing conveyance system east of the site and drain to Fidalgo Bay.

STORM DRAINAGE REPORT COMMENTS

Ecology Stormwater Management Manual Minimum Requirements

It is stated that Minimum Requirements 1 through 10 apply. There is no Minimum Requirement 10. Please revise this to state that Minimum Requirements 1 through 9 apply.

Minimum Requirement 1

1. Off-site analysis states that it is unknown where the 6-inch drain pipe, east from the catch basin that is east of the proposed disturbance area, drains to. More information such as the assumed receiving water body may be necessary.
2. On Step 4, please change the Minimum Requirements 1 through 10 to 1 through 9.

Minimum Requirement 2

Per Minimum Requirement 2 within the 2012 Manual, a Construction Stormwater Pollution Prevention Plan (SWPPP) shall be prepared complete with a narrative and drawings. In general, a Temporary Erosion and Sediment Control (TESC) Plan should also be provided within the plan set. Please provide a Construction SWPPP and a TESC Plan. The following describes specific details that should be included in these plans:

1. Per the City Commercial Building Permit Site Plan Checklist, the location of the rock construction entrance must be shown on the plans. Please add the location for the stabilized construction entrance shown in Attachment F.
2. Please add sediment removal from the street (e.g., shoveling, sweeping, pickup) to Element 2 as an alternative measure if sediment is tracked off site.
3. For Elements 3 and 4, please show the proposed locations of the sediment trap and silt fence on the plans.



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May 12, 2017
Page 3

4. Element 5 references erosion control notes, yet none were provided. These should be included on the plans.
5. Element 6 notes the use of mulch, erosion control blankets, and plastic tarp. Please note the potential locations for these items.
6. Please update Attachment F to match the catch basin inlet protection method referenced in Element 7.
7. Please show the location(s) where catch basin inlet protection will be used on the plans.
8. All dewatering shall discharge into a sediment trap or sediment pond per the City of Anacortes Engineering Standards, Large Parcel Storm Water Plan Requirement 1. Please update Element 10 to reflect this requirement.
9. The project site is less than 1 acre and therefore, a Construction Stormwater General Permit (CSWGP) will not be required by Ecology. However, this permit is referenced within the Drainage Analysis. The applicant should clarify that it is not required and whether or not the CSWGP requirements will still be followed if the permit is unnecessary.

Minimum Requirement 3

We concur with the means presented in meeting Source Control of Pollution.

Minimum Requirement 4

We concur with the summary presented in meeting Preservation of Natural Drainage Systems and Outfalls.

Minimum Requirement 5

1. The project triggers Minimum Requirements 1 through 9, and therefore must consider the BMPs in List 2. Please update the requirement and evaluation of BMPs to List 2 as well as the Minimum Requirements 1 through 9.
2. It is stated that downspout dispersion trenches and splash blocks will be used for runoff from roof areas. Please include a detailed analysis of how the selected methods will meet design criteria for dispersion trenches and



Ms. Libby Grage
May 12, 2017
Page 4

splash block dispersion, and include site-specific drawings. Of particular concern is the need for 25 feet of vegetated flow path on the north side of the buildings and providing one dispersion trench per 700 square feet of roof area.

Minimum Requirement 6

We concur with the analysis presented that Runoff Treatment is not required.

Minimum Requirement 7

Per Volume I, Chapter 2.5.7 of the Manual, the project must provide flow control if it meets any of the following standard flow control requirements:

1. Projects in which the total of effective impervious surfaces is 10,000 square feet or more in a threshold discharge area, or
2. Projects that convert 3/4 acre or more of vegetation to lawn or landscape, or convert 2.5 acres or more of native vegetation to pasture in a threshold discharge area, and from which there is a surface discharge in a natural or manmade conveyance system from the site, or
3. Projects that through a combination of effective hard surfaces and converted vegetation areas cause a 0.10 cfs increase in the 100-year flow frequency from a threshold discharge area as estimated using the Western Washington Hydrology Model or other approved model and 1-hour time steps (or 0.15 cfs increase using 15-minute time steps).
4. The project does not meet standard Flow Control Requirement (a) as shown in the Minimum Requirement 7 discussion. Please provide an analysis of Flow Control Requirements (b) and (c) as well to verify that flow control is not required.

Minimum Requirement 8

We concur with the summary presented in meeting Wetland Protection.

Minimum Requirement 9

We concur with the summary presented in meeting Operation and Maintenance of the drainage system.



Ms. Libby Grage
May 12, 2017
Page 5

Attachment A – Developed Site Conditions

1. Please add a north arrow to the site plan.
2. Please include the STORM DRAIN GENERAL PLAN NOTES on all plans as required by the City of Anacortes Engineering Standards, Appendix G – Storm Drain.

Please contact me if you have any questions on this plan review.

Sincerely,

GRAY & OSBORNE, INC.

Barry Baker, P.E.

BB/hh
Encl.