

ANACORTES PLANNING COMMISSION



March 8, 2017

Municipal Building Council Chambers

6th Street and "Q" Avenue

AGENDA

6 P.M.

1. **Roll Call**
2. **Minutes of February 8 and February 22, 2017 will be provided at a later date**
3. **Correspondence**
4. **Old Business**
Public Meeting: Final Plat & PUD Approval, PUD-2015-0003, 48 North Plat & PUD
5. **New Business**
Public Hearing: CUP-2016-1005, Conditional Use Permit /Essential Public Facility (EPF), Swinomish Indian Tribal Community

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 Agenda Bill

Meeting Date: 3/8/2017 **Agenda Item:** 4

Subject: Final Plat & PUD Approval, 48 North Plat & PUD, PUD-2015-0003

Staff Contact: Kevin Cricchio, AICP, Associate Planner

Approved for Submittal to Commission by	
X	Don Measamer, Director

Action Type	
X	Public Meeting
X	Discussion
X	Action

Summary & Background: At 6:00 PM on March 8, 2017, the Planning Commission will conduct a public meeting to discuss the approval of the final plat & planned unit development (PUD) of 48 North, a 30-lot plat & PUD, File #: PUD-2015-0003. Preliminary approval was granted by City Council on March 21, 2016. Attached hereto is a copy of City Council's approved Findings of Fact, Conclusions of Law, and Decision (**See Exhibit #01**).

The applicant has provided a response (**See Exhibit #05**) as to how they meet each condition of approval as listed in City Council's approved Findings of Fact, Conclusions of Law, and Decision on the subject plat & PUD. Additionally, both the Public Works Department (PWD) and the Department of Planning, Community, and Economic Development (PCED) have performed several site inspections to verify conformance with the conditions of approval. Both PWD and PCED believe that these requirements have been met.

The Public Works Department has prepared a letter (**See Exhibit #10**) that addresses a few items remaining that still need to be finished. The items remaining relate to monuments, street lighting, signs & stop bars, landscaping, and additional asphalt paving. The total bond owing is \$148,100.96. The applicant will provide a letter of credit prior to City Council's public meeting scheduled for 6:00 PM on March 20, 2017.

Lastly, the applicant has provided third party review (**See Exhibit #09**) that addresses their stormwater /drainage associated with the construction of the subject plat & PUD. This letter indicates compliance with the Department of Ecology 2005 manual.

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 final plat & PUD request.

Attachments:

Exhibit #01, City Council Approved Findings of Fact, Conclusions of Law, and Decision

Exhibit #02, Plat & PUD Map

Exhibit #03, Landscape Plan

Exhibit #04, Channelization Plan

Exhibit #05, Applicant Response to Compliance with City Council's Findings of Fact, Conclusions of Law, and Decision

Exhibit #06, Covenants, Conditions, and Restrictions (CC&Rs)

Exhibit #07, Encroachment Application & Drawing for Retaining Wall

Exhibit #08, Skagit Transit Email

Exhibit #09, Third Party Review (Stormwater)

Exhibit #10, City of Anacortes' Public Works Department Recommendation

EXHIBIT #01

**CITY COUNCIL APPROVED FINDINGS OF
FACT, CONCLUSIONS OF LAW,
AND DECISION**



**CITY COUNCIL'S
FINAL FINDINGS OF FACT, CONCLUSIONS OF LAW,
& DECISION:**

Closed-Record Public

Hearing Date: March 21, 2016, @ 6:00 PM with a 5:00 PM Site Visit

Open Record Public

Hearing Date: February 24, 2016, @ 6:00 PM with a 3:00 PM Site Visit

Project Name: 48 North Preliminary Plat & PUD

File Number: PUD-2015-0003

Applicant: 48 North on Fidalgo Island, LLC
P.O. Box 319
Anacortes, WA 98221

Landowner: Richardson Revocable Living Trust
Richardson Martha Beneva Trustee
23716 Strathern Street
West Hills, CA 91304

**Project Engineer
& Surveyor:** Herrigstad Engineering & Surveying
4320 Whistle Lake Road
Anacortes, WA 98221

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

Subject Proposal:

The applicant has applied for a Preliminary Plat, Planned Unit Development (PUD), Code Modifications, Right-of-Way Dedication, and SEPA environmental review to create 30 lots and 1

community-park on 7.48 gross acres zoned R2. The 30 residential lots would range from 7,500 to 12,400 square feet in area.

Modifications Proposed:

Through the Planned Unit Development (PUD) process, the applicant is proposing the following modifications to Anacortes Municipal Code (AMC) standards:

1. For lots 3-17, the following modification is requested: A reduction of the R2 Zoning District's front yard setback of 20 feet to 10 feet. The rear setback would be increased however from the 20 foot required setback to 30 feet. The garage however would still be setback 20 feet from the front property line.
2. All other lots besides 3-17 would be required to meet the R2 Zoning District setback requirements.
3. The applicant also has requested a narrower Right-of-Way. Typically the city would require a fifty (50) foot ROW with curb, gutter, and sidewalk on both sides of the road. The applicant however requests a forty (40) foot ROW with a sidewalk only one side of the road.
4. The applicant also is proposing a modification to the R2 Zoning District's lot coverage which is thirty-five (35) percent. The applicant however proposes a 37.5% lot coverage.
5. The applicant proposes a deviation to the 12% city standard for maximum road grade. The applicant has requested a maximum road grade of 15% at the entrance (only) to the subject plat and PUD. **This modification however was withdrawn by the applicant at the Planning Commission's open-record public hearing. The applicant will comply with the 12% maximum road grade per city code.**
6. The applicant proposes that Oakes Avenue's speed rate be changed from 40 MPH to 30 MPH. **Planning Commission supports the proposed speed limit revision to 30 MPH which will require WSDOT approval. Staff will work with WSDOT on the revision.**

Project Location:

The project site is located on the south side of Oakes Avenue between Allen Court and Eagle View Court and is located in a portion of Section 22; Township 35 North; Range 01 East; Willamette Meridian.

Subject Parcel:

Parcel #: P31681

Zoning District:

Residential (R2) Zoning District

Comprehensive Plan Designation:

Residential (R2) Zoning District

Existing Land Use:

The subject property is vacant /unimproved with not structures located on it.

Surrounding Zoning & Land Uses:

Direction:	Zoning:	Land Uses:
North:	Commercial Marine (CM)	Single-Family Residences
South:	Residential (R2)	Single-Family Residences
East:	Aviation (AZ)	Port of Anacortes' Airport
West:	Residential (R2) & Commercial Marine (CM)	Single-Family Residences

R2 Minimum Lot Size:

- 7,500 Square Feet Required
- The applicant's 30 residential lots would range from 7,500 to 12,400 square feet in area.
- 6,750 Square Foot Park Area Proposed

R2 Maximum Permitted Density:

- Four (4) Dwelling Units Per Gross Acre

Site Area:

- Net area = 7.20 acres (313,632 square feet)
- Gross area = 7.48 acres which includes ½ abutting ROW (325,829 square feet)

Density Calculation:

- The site is 7.48 Gross Acres which includes ½ the abutting right-of-way.
- The maximum permitted density in the R2 Zone is 4 Dwelling Units per Acre.
- 7.48 Gross Acres Multiplied by 4 Dwelling Units Permit Acres = 29.92 Lots (Rounded up to the 30) are Permitted
- 30 Lots are proposed by the applicant plus 1 Community Park are proposed.

Permits Required:

The following permits /approval may be required in addition to the above: Civil Construction Plan approval, Final plat and PUD approval, NPDES Construction Stormwater General Permit, building permit(s); other applicable state and federal permits/authorizations.

Existing Environmental Documents:

Wetland Report, Geological Hazardous Area Report, SEPA Environmental Checklist, Tree Assessment & Preservation Plan, & Landscape Plan

Utilities:

- **Water:** City of Anacortes
- **Sewer:** City of Anacortes
- **Garbage:** City of Anacortes
- **Stormwater:** Rain Gardens & City of Anacortes

Fire:

- City of Anacortes

Police:

- City of Anacortes

A. FINDINGS OF FACT:

I. SITE DESCRIPTION:

The subject property is located on a hillside that is heavily treed. There are no improvements onsite. The site generally slopes downward from the northwest from approximately 234 feet above sea level to 150-160 feet near Oakes Avenue /SR20.

The proposed Preliminary Plat and Planned Unit Development (PUD) would include the construction of an internal roadway to be dedicated to the City of Anacortes which would provide ingress and egress to all 30 lots therein.

Anacortes Airport Proximity:

The northeastern property line of the subject parcel is shared by the Anacortes Airport. Due to the proximity that the subject development is from the existing airport, the applicant will need to work with the Federal Aviation Administration (FAA) and Port of Anacortes to complete the requisite paperwork. Additionally, there is an Avigation Easement 732440 recorded with Skagit County with the subject property. Accordingly, the applicant/landowner will need to meet FAA rules and regulations including but not limited to height when constructing within close proximity to an airport.

II. PRELIMINARY PLAT /PUD CHRONOLOGY & BACKGROUND:

1. At 5:30 PM on September 15, 2015, a neighborhood meeting was conducted at the Strandberg Construction Office concerning the proposed development prior to submittal. Neighboring landowners were mailed invitations to this meeting.
2. On December 08, 2015, the applicant submitted the subject applications to the City of Anacortes for review.
3. On January 4, 2016, the subject application was deemed complete and a few additional revisions/material were also requested.
4. On January 28, 2016, the applicant resubmitted application material as was requested in the Letter of Completeness.

III. NOTICE OF APPLICATION & HEARING:

1. A "Notice of Application & Hearing with Optional SEPA DNS" was published in the Anacortes American Newspaper on January 13, 2016.

2. Notice was also posted on the subject property in three (3) different locations on January 05, 2016.
3. Notice was posted at city hall, the library, the local USPS office, and on the city's website on December 23, 2015.
4. Neighbors within 300 feet of the subject property were mailed "Notice of Application & Hearing with Optional SEPA DNS" on January 04, 2016.
5. Departments and agencies of jurisdiction were emailed the respective application material, notice, and comment form on January 04, 2016.
6. Notice of application & hearing with optional SEPA DNS and associated application material was emailed to Department of Ecology on January 04, 2016, for posting on to the SEPA register.
7. The 15-day comment period ended at 5:00 PM on January 27, 2016.

IV. CRITICAL AREAS REVIEW:

Wetlands:

On June 10, 2015, Aqua-Terr Systems, Inc. (ATSI) performed a reconnaissance level review for the presence or absence of critical areas on the subject property. According to their critical area letter dated June 23, 2015, no regulated critical areas were located on the subject property. Additionally, according to ATSI's letter dated January 22, 2016, no regulated wetlands are located within 300 feet of the subject property (**See Exhibit 07**).

Priority Habitat & Species (PHS):

Following a review of the Washington State Department of Fish and Wildlife's website no known Priority Habitat or Species were located on or within close proximity to the subject property except that a Bald Eagle nesting site may be located within approximately 500 plus feet to the northwest of the site. Both the Washington State Department of Fish and Wildlife (DFWL) and the US Fish and Wildlife Service (USFWS) was provided an opportunity to provide comment on the subject proposal and no comment was received.

Cultural Resources:

No known cultural resources are located on or within close proximity to the subject property. Both the Samish Indian Nation and the Washington State Department of Archaeology and Historic Preservation (DAHP) was provided an opportunity to comment on the subject development. No comments were received.

Geologically Hazardous Areas:

Following a geological site reconnaissance, GeoEngineers prepared a Geological Hazard Assessment dated July 21, 2015. According to this report, no Geological Hazardous Areas are located on the subject property (**See Exhibit 08**).

V. TREE ASSESSMENT & PRESERVATION PLAN:

Urban Forestry Services Inc., prepared a Tree Preservation & Assessment Plan dated August 12, 2015. According to this report, fifty-six (56) trees are to be retained within lots 4 to 17. The subject development requires a total of 313 Tree Unit Credits. The trees designated for retention however only account for 205 Tree Unit Credits. Therefore, the project falls short of the required Tree Unit Credits per AMC Chapter 16.50 by 108 Tree Unit Credits. Therefore, the applicant will plant 108 trees onsite (**See Exhibit 09**) as conditioned below.

VI. TRANSPORTATION:

A traffic study was prepared by Traffic Solutions, Inc. (TSI) on October 12, 2015. The traffic study evaluated current conditions, future conditions, and anticipated impacts that the 48 North plat /PUD may have on the site and vicinity. TSI's report concluded that there that the project did not meet the threshold for requiring a turn lane off of State Route Twenty (SR20) /Oakes Avenue into the project's internal roadway providing ingress/egress to the 30 residential lots. Nonetheless, the applicant is proposing a left turn lane from SR20 /Oakes Avenue into the subject subdivision thereby improving traffic wait times, cars stacked up waiting to turn into the project, and vehicular /pedestrian safety.

VII. ROW DEDICATION:

The applicant has proposed dedicating the internal roadway that would provide ingress and egress to the 30 residential lots within to the City of Anacortes.

VIII. SEPA ENVIRONMENTAL REVIEW:

1. According to AMC § 16.080.010, SEPA environmental review is required for the subdivision of property into five (5) or more lots, tracts, parcels, sites, or divisions, for sale or lease.
2. Notice of application and hearing with optional SEPA DNS was published, mailed to property owners within 300 feet of the subject property, and posted onsite as discussed above pursuant to AMC and state law.
3. Notice of application & hearing with optional SEPA DNS was also emailed to the Department of Ecology on January 04, 2016, for posting on to the SEPA register.
4. On February 17, 2016, a SEPA Mitigated Determination of Non-Significance (MDNS) was issued using the optional DNS process pursuant to WAC § 197.11.355.
5. The issued SEPA MDNS was emailed to the Department of Ecology for posting on to the SEPA register on February 17, 2016.

IX. COMMENTS RECEIVED:

Public Comments:

Written public comments received can be seen in **Exhibit 3** hereafter.

Department & Agencies of Jurisdiction Comments:

Comments received from both agencies and departments of jurisdiction can be viewed in Exhibit 4 hereafter.

X. CITY OF ANACORTES' 2012 COMPREHENSIVE PLAN:

The following goals from the City of Anacortes' Comprehensive Plan appear to be applicable to the subject Plat /PUD proposal:

General City Goal 3:

Promote compatible land uses and improve visual appearance in each and every zoning district.

Staff Analysis:

Single-family residences surround the project site to the north, south, east, and west.

Transportation Goal 7:

Require adequate off-street parking in all zones.

Staff Analysis:

AMC Chapter 17.46 requires two (2) off-street parking spaces per single-family residence. Each residence's garage will meet the setback requirements for the R2 Zoning District despite the modifications applied for and discussed above. Therefore, adequate space will exist for the parking of two (2) vehicles in front of the garage as well as in the garage. This requirement will be reviewed at time of building permit application submittal.

Housing Goal 1:

Attempt to achieve a balanced distribution of housing to meet the needs of all citizens.

Staff Analysis:

The subject proposal would result in (30) lots being created for the construction of single-family residences on each lot.

Housing Goal 2:

Maintain and allow for open-space corridors in Anacortes.

Staff Analysis:

The applicant proposes constructing a 6,750 square foot community park for use by the residents /neighbors. The park will be owned and maintained by the homeowners association.

Housing Goal 3:

Single family, detached residential units shall be the major residential form in the community.

Staff Analysis:

Single-family residences are proposed on each of the 30-lots created by the subject preliminary plat and PUD.

Housing Goal 6:

Provide for flexibility in subdivision development.

Staff Analysis:

A Planned Unit Development (PUD) permits flexibility to zoning and subdivisions standards / code. Accordingly, the applicant is requesting several modification to existing standards listed above.

Housing Goal 7:

Improve visual appearance of residential neighborhoods and maintain integrity of existing residential areas and neighborhoods.

Staff Analysis:

The subject plat /PUD will improve the visual appearance of the residential neighborhood and will maintain the integrity of the existing and surrounding residential area and neighborhood. Access to the 30 residences will be from an internal roadway providing ingress and egress to each lot. This roadway will be dedicated to the City of Anacortes.

Housing Goal 8:

Encourage rehabilitation of substandard housing and neighborhoods.

Staff Analysis:

The subject property is vacant and unimproved. The proposed development and associated improvements will improve the neighborhood along with vehicular and pedestrian access/ connectivity.

The subject proposal is consistent with the goals of the City of Anacortes' Comprehensive Plan that are identified above.

B. ZONING ORDINANCE/ ANACORTES MUNICIPAL CODE:

1. The City's Zoning Map establishes zoning district boundaries and the City Zoning Ordinance establishes (1) the permitted use of land in the various zones, and (2) development standards.
2. The applicant has requested concurrent review of the subject preliminary plat and PUD as allowed per AMC § 16.40.040.
3. The subject property is located in the Residential (R2) Zoning District.
4. Pursuant to AMC § 17.36.010, the purpose of the Residential (R2) Zoning District "is to maintain and create an environment which meets the standards for single-family

residential development, by restricting uses within the district, and by requiring a minimum lot size and maximum density.”

5. According to AMC § 17.36.020, “single-family dwellings” are permitted land uses within the Residential (R2) Zoning District.
6. According to AMC § 17.36.050, the minimum lot size for the Residential (R2) Zoning District is 7,500 square feet. The applicant has proposed lots that range in size from 7,500 to 12,400 square feet thus meeting the minimum lot size requirement.
7. AMC § 17.36.060 lists the required setbacks for the Residential (R2) Zoning District. The applicant however proposes a reduction of the front yard setback from 20 feet to 10 feet. Additionally, the rear setback would be increased from the required 20 feet to 30 feet. This modification to setbacks would only apply to lots 3 to 17. The garage however would still be setback 20 feet from the front property line. Furthermore, no deviation to side yard setbacks is proposed to lots 3 to 17. All other lots would meet the R2 Zoning District setback requirements.
8. According to AMC 16.32.010, a residential access road with an average daily trip(s) of less than 500 requires a 50 foot right-of-way with a 32 foot paved roadway within it. The roadway consists of two driving lanes with curb, gutter, sidewalk, and parking is required on both sides. The applicant however has requested 40 foot Right-of-Way with a sidewalk only one side of the road.
9. According to AMC 16.32.010 the maximum grade of that a road may be in the R2 Zoning District is 12%. The applicant however proposes a deviation to this city to permit a 15% grade within the project.
10. According to AMC 17.36.080, the maximum permitted lot coverage in the R2 Zoning District is thirty-five (35) percent. The applicant however proposes a modification to the zoning standards that would permit a 37.5% lot coverage instead.
11. The applicant also proposes a deviation to the city standard for maximum road grade which is 12%. The applicant proposes a maximum road grade of 15% at the entry way only to the subject plat and PUD.
12. According to AMC § 17.36.070, the maximum permitted density for the Residential (R2) Zoning District is four (4) dwelling units per gross acre. The site is 7.48 Gross Acres which includes ½ the abutting right-of-way. Seven point four eight (7.48) gross acres multiplied by 4 Dwelling Units Permit Acres equals 29.92 lots (Rounded up to the 30) which are permitted. The applicant proposes developing 30 lots.
13. According to AMC § 17.46.020, two (2) parking spaces are required for each residence. The applicant proposes two (2) car garages attached to each residence. Although a modification to the front yard setback is proposed as part of the subject proposal, said setback modification will not apply to garages.
14. Landscaping is required pursuant to AMC Chapter 17.41. The applicant has submitted a landscape plan meeting this requirement (**See Exhibit 10**).
15. According to AMC § 16.50.050, a Tree Preservation Plan is required as part of application for a subdivision /planned unit development. Accordingly, the applicant has submitted a Tree Assessment and Preservation Plan (**See Exhibit 09**). According to the report, fifty-six (56) trees are to be retained within lots 4 to 17. The subject

development requires a total of 313 Tree Unit Credits. The trees designated for retention however only account for 205 Tree Unit Credits. Therefore, the project falls short of the required Tree Unit Credits per AMC Chapter 16.50 by 108 Tree Unit Credits. Therefore, the applicant will be required to plant 108 trees onsite meeting this requirement.

16. According to AMC § 17.04.050, creation of or changes to lot lines shall conform to the use provisions, dimensional and other standards, and procedures of this title and Title 16, Subdivisions.
17. According to AMC § 17.05.030, development shall be prohibited, and all applications therefore shall be denied, if the development would cause the level of service on a concurrency facility or service to decline below adopted levels of service standards, unless the improvements or strategies to accommodate the new development are made concurrent with the development, subject to the provisions of AMC § 17.05.070(3). For potable water, sewer/onsite sewage disposal and stormwater management, only available capacity or capacity that can be provided prior to the actual use of the facility will be used. This project however would not cause the level of service on a concurrency facility or service to decline below adopted levels of service standards.
18. The subject proposal is consistent with the above development regulations.

C. OTHER APPLICABLE CODE, REVIEW CRITERIA, & PROCESS:

The preliminary plat and PUD application is also subject to review for conformance with the following code sections/regulations:

1. According to AMC § 16.40.040, there are four (4) steps for approval of a PUD: A) Pre-application conference during which the city's planning coordinating committee reviews sketches and conceptual information and makes recommendations to the applicant. Particular attention shall be given to the items where the PUD concept varies from normal subdivision standards, B) Preliminary PUD development plan where a more complete conceptual plan is submitted for planning coordinating committee review and then goes through a standard planning commission and city council approval process, C) Preliminary plat review and approval process with a detailed plan incorporating the approved preliminary PUP development plan concepts and conditions, and D) Final plat meeting the submittal requirements of and following the approval process for a standard subdivision.

Staff Analysis:

The subject applications were reviewed by the Development Review Group (DRG) for comments, &/or conditions. Department requirements have been incorporated as conditions of approval herein. The applicant submitted the subject preliminary plat and PUD on December 08, 2015. It was reviewed by staff and deemed complete on January 4, 2016. A Notice of Application and Hearing Using Optional SEPA DNS was noticed as is required by the AMC as stated in detail above. Both the preliminary plat and PUD were processed concurrently per the applicant's wishes. Accordingly, the subject applications go before an open-record public hearing with the Planning Commission followed by a closed-record public hearing with the City Council.

2. According to AMC § 16.12.010, when a preliminary plat meeting the requirements has been submitted, the administrator shall establish the date and time for an open-record public hearing before the planning commission on the preliminary plat which shall not be more than sixty days from the date of the notice of complete application and which shall coincide with a regular meeting of the planning commission. Following planning commission action, the administrator shall schedule the preliminary plat for the city council agenda for its next available meeting date in accordance with its rules and regulations. Accordingly, both an open record and close-record public hearing has been scheduled for the proposed project.

Staff Analysis:

Dates and times for both an open record and closed record public hearings have been established as is listed in the "Notice of Application and Hearing Using the Optional SEPA DNS" (See Exhibit 06).

3. According to AMC § 16.40.102, Common Open Space within a Planned Unit Development may include land area of the site that is not covered by buildings, parking structures, or accessory structures except recreational structures (i.e., decks). Open space cannot however include proposed street rights-of-way; open-parking areas and driveways for dwellings; school sites; commercial areas and the buildings; accessory buildings; parking and loading facilities for commercial areas; and land that is totally unsuitable for building due to topographic features.

Staff Analysis:

The applicant has designated the community park that would serve the residents of the 30 lot subdivision and community as a whole as "Open Space" per se meeting this requirement.

4. According to RCW § 58.17.110(1), the approval or disapproval of subdivision and dedications –factors to be considered –conditions for approval –finding-release from damages: "The city, town, or county legislative body shall inquire into the public use and interest proposed to be served by the establishment of the subdivision and dedication. It shall determine: (a) If appropriate provisions are made for, but not limited to, the public health, safety, and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school-grounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) whether the public interest will be served by the subdivision and dedication."

Staff Analysis:

The public use and interest will be served by the proposed subdivision and dedication. Appropriate provisions have been made to the public, health, safety, and general welfare for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops,

potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school-grounds, and sidewalks. Pursuant to WAC 365.196.840, public facilities and services necessary to support and serve the subject development will be in place concurrent to development without decreasing service levels below locally established minimum standards.

5. According to RCW § 58.17.110(2), the approval or disapproval of subdivision and dedications –factors to be considered –conditions for approval –finding-release from damages: “A proposed subdivision and dedication shall not be approved unless the city, town, or county legislative body makes written findings that: (a) Appropriate provisions are made for the public health, safety, and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school-grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and (b) the public use and interest will be served by the platting of such subdivision and dedication. If it finds that the proposed subdivision and dedication make such appropriate provisions and that the public use and interest will be served, then the legislative body shall approve the proposed subdivision and dedication. Dedication of land to any public body, provision of public improvements to serve the subdivision, and/or impact fees imposed under RCW 82.02.050 through 82.02.090 may be required as a condition of subdivision approval. Dedications shall be clearly shown on the final plat. No dedication, provision of public improvements, or impact fees imposed under RCW 82.02.050 through 82.02.090 shall be allowed that constitutes an unconstitutional taking of private property. The legislative body shall not as a condition to the approval of any subdivision require a release from damages to be procured from other property owners.”

Staff Analysis:

Accordingly, as provided herein, written findings have been provided that address appropriate provisions for the public health, safety, and general welfare. Furthermore, the public use and interest will be served by the subject preliminary plat, PUD, and dedication. Additionally, impact fees associated with the construction of each residence will be paid for at time of building permit issuance.

6. The subject proposal is consistent with the above code sections /regulations.

D. CONCLUSIONS OF LAW:

1. The Planning Commission having fully reviewed the staff report hereby adopts said staff report as properly setting forth the issues, the land use requests, consistency with the existing regulations, principles, conditions and their effect upon the request. It is therefore adopted by the Planning Commission as a conclusion as if set forth in full herein.

2. The proposed preliminary plat and planned unit development as conditioned conforms to the general purposes of the city comprehensive plan, the city's planning standards and specifications of the zoning ordinance, Title 16 and other ordinances applicable to the proposal. Additionally, the subject proposal makes appropriate provisions for the elements listed in AMC § 16.12.020(E).
3. The requirements of the State Environmental Policy Act have been complied with.
4. The Planning Commission bases its Findings of Fact and Conclusions of Law 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.
5. The project is consistent with the general purposes of the city comprehensive plan, the city's planning standards and specifications of the zoning ordinance, and other ordinances applicable to the proposal.

E. STAFF RECOMMENDATION:

The Department of Planning, Community, and Economic Development recommends that the City Council approve the subject preliminary plat, preliminary PUD, code modification, & ROW dedication subject to the staff suggested conditions of approval.

F. PLANNING COMMISSION OPEN-RECORD PUBLIC HEARING:

The Planning Commission conducted an open-record public hearing at 6:00 PM on February 24, 2016, after conducting a site visit at 3:00 PM. After public testimony, the Planning Commission deliberated on the matter. A motion was made to approve the subject application with the addition of condition of approval #21 (listed below). The motion was seconded. Following a vote, the Planning Commission unanimously voted 5-0 to recommend approval to City Council.

G. APPEAL OF PLANNING COMMISSION'S RECOMMENDATION:

Following the Planning Commission open-record public hearing, the chairman signed the Planning Commission's Findings of Fact, Conclusions of Law, and Recommendation. This was forwarded to the applicant and parties of record. No appeals of the Planning Commission's recommendation were received.

H. APPLICANT'S REQUEST TO MODIFY CONDITION #21:

The applicant however has requested that Condition of Approval #21 which was added by the Planning Commission be further modified as follows:

Existing Condition #21:

The maximum permitted height for Lot 15 shall be restricted to twenty-five (25) feet from the high point on the property (NE corner) of existing grade.

Proposed Condition #21:

The maximum permitted height for Lot 15 shall be restricted to twenty-five (25) feet from the high point of the property of existing grade.

I. DECISION:

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 Comprehensive Plan, and the Anacortes Municipal Code (AMC), the City Council **approves** the subject preliminary plat, preliminary PUD, code modification(s), & ROW dedication subject to the following conditions of approval:

1. Grading shall not adversely impact adjacent properties.
2. Provide a Traffic Control Plan (Current MUTCD Manual) prior to any construction taking place in the public right-of-way for approval by the City of Anacortes' Public Works Department.
3. Pursuant to RCW 58.17.140(3), a final plat and PUD meeting all of this requirements of this chapter shall be submitted to the City of Anacortes Planning Department for approval within five (5) years from the date of preliminary approval that is listed below. Notwithstanding, the preliminary plat and PUD approval becomes null and void.
4. Before final plat and PUD submittal or approval, the project land surveyor shall place the respective property corners of the subject property.
5. The applicant shall be responsible for reimbursement to the City for the cost of posting, mailing and publication of the public hearing associated with the subject applications. Payment shall be made prior to final plat and PUD submittal or approval is given.
6. Fire Hydrants are to be located as approved by the City of Anacortes Fire Chief. Fire flows shall be addressed in a manner acceptable to the Fire Chief and the City of Anacortes Public Works Department.
7. Mailbox locations shall be reviewed and approved by the City of Anacortes Public Works Department and the U.S. Postal Service.
8. Development shall comply with the revised landscape plan. Landscaping shall be in place and complete before building permit certificate of occupancy will be issued.
9. 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.
10. 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 on the final plat and PUD map.
11. A note shall be added to the final plat and PUD map that reads as follows:

ZONING INFORMATION:

<i>Underlying Zone:</i>	<i>Residential District (R2)</i>
<i>Zone's Minimum Lot Size:</i>	<i>7,500 Square Feet</i>
<i>Gross Acreage:</i>	<i>7.48 Acres (included ½ abutting ROW)</i>
<i>Net Acreage:</i>	<i>7.20 Acres</i>
<i>Zone's Maximum Density:</i>	<i>4 Dwelling Units (DU) per Gross Acre</i>
<i>Density Calculation:</i>	<i>4 DU X 7.48 Acres = 29.92, rounded to 30 DU</i>
<i>Proposed Lots:</i>	<i>30 Lots + 1 Community Park</i>

SETBACKS:

Front Yard:

- For lots 3-17 only, the front setback is 10 feet for the residence & 20 feet for garages.
- All other lots must meet the 20 foot front yard setback for the R2 Zone.

Rear Yard:

- For lots 3-17 only, the rear setback is increased from 20 feet to 30 feet.
- All other lots must meet the 20 foot rear yard setback for the R2 Zone.

Side Yard:

- All lots shall meet the R2 side yard setback requirements for the R2 Zone.

12. Due to the proximity that the subject development is from the existing airport owned and operated by the Port of Anacortes. The applicant will need to work with the Federal Aviation Administration (FAA) and Port of Anacortes to complete the requisite paperwork prior to final plat and PUD submittal or approval is given. Additionally, there is an Avigation Easement 732440 recorded with Skagit County with the subject property. Accordingly, the applicant/landowner will need to meet FAA rules and regulations including but not limited to height when constructing within close proximity to an airport.
13. Automatic fire sprinkler systems may be required for each residence as required by the Fire Marshall.
14. The project geotechnical engineer –GeoEngineers shall review the construction drawings to confirm the proposed roadway design and raingardens are consistent with LID standards.
15. A homeowner's association shall be established and be responsible for the maintenance of the raingardens, community park, & Native Growth Protection Easement. A note to this effect shall be shown on the face of the final plat and PUD.
16. Development shall comply with the Mitigated Determination of Non-Significance (MDNS that was issued February 17, 2016 as follows:
 - A. Erosion control, dust control, and best management practices shall be employed

- during construction /development activities as required by both the Building and Public Works Departments (MDNS Condition #1).
- B. Orange construction fencing shall be installed at the project boundary's clearing limits (MDNS Condition #2).
 - C. A grading permit is required for earthwork consisting of fifty (50) or more cubic yards (MDNS Condition #3).
 - D. All applicable permits shall be secured before any construction activities begin onsite (MDNS Condition #4).
 - E. Those trees designated for retention on the submitted tree preservation plan shall be protected before and during site development and construction through adherence to AMC § 16.50.100. Chain link fencing (or other sturdy construction fencing) attached to concrete blocks shall be erected along the drip line (plus 6 feet) of each of the trees designated for retention on the plan" (MDNS Condition #5)
 - F. Before any site development /grading and/or construction activities occur on the subject property the applicant shall contact the Department of Planning, Community, and Economic Development to arrange a tree fence inspection (MDNS Condition #6).
 - G. The applicant shall plant a minimum of 108 additional trees onsite in order to comply with the minimum number of tree credits required per AMC Chapter 16.50 that is discussed in the submitted Tree Assessment & Preservation Plan. At time of final plat and PUD submittal, the applicant shall submit a revised site plan showing the location of the additional trees required for planting (MDNS Condition #7).
17. Development shall comply with the Public Works Department including but not limited to:
- A. A clearing and grading plan consistent with City requirements shall be submitted by the applicant for review and approval by the City of Anacortes Planning\Building and Public Works Departments prior to any construction activities taking place on or off-site.
 - B. A Large Parcel Storm Water Plan and Water Quality Control Plan consistent with City requirements shall be submitted by the applicant for review and approval by the Planning\Building and Public Works Departments prior to any construction activities taking place on or off-site.
 - C. Construction activities may require an NPDES Construction Storm Water Discharge Permit issued by the Department of Ecology prior to any construction activities taking place on or off-site.
 - D. Clearing activities may require a logging permit issued by the Department of Natural Resources prior to construction activities taking place on or off-site.

- E. This project is required to obtain a General Construction Permit from the Washington State Department of Transportation for all road crossings and work adjacent to and on Oakes Avenue.
- F. Prior to any clearing\fill\grade work beginning, construction civil plans consistent with the City of Anacortes Engineering Development Standards, including but not limited to, Clearing and Grading Plan, Erosion Control Plan, Site utility\Infrastructure improvements Plan, Roadway Improvements Plan, Signage Plan, Street Lighting Plan and other plans and\or information required by the City Planning\Building and Public Works Departments shall be submitted for review and approval.
- G. Engineering and Inspection fees in the amount of \$500.00, plus 2% of the total estimated construction cost shall be due upon civil plan approval. No construction activity is allowed until the construction plans are approved, all fees have been paid and a preconstruction conference held.
- H. Prior to the final plat approval, all infrastructure improvements shall be completed as required by the City of Anacortes Public Works Director and a 2-year Maintenance Bond in place. The 2-year Maintenance Bond is 10% of the actual construction cost.
- I. Fire Hydrants are to be located as approved by the City of Anacortes Fire Chief. Fire flows shall be addressed in a manner acceptable to the Fire Chief and the City of Anacortes Public Works Department.
- J. Water main shall be extended from the west (Allen Court) along the frontage of Oakes Avenue to the most easterly boundary of the property to allow for future extension by others.
- K. All Water Easements shall be 20-foot minimum width and dedicated to the City of Anacortes. Any future encroachments into the easements by the adjacent properties shall be required to apply for an encroachment agreement from the City of Anacortes Public Works Department.
- L. Sanitary Sewer Conveyance system shall be extended from the west (Allen Court) along the frontage of Oakes Avenue to the most easterly boundary of the property to allow for future extension by others.
- M. All Sanitary Sewer Easements shall be 20-foot minimum width and dedicated to the City of Anacortes. Any future encroachments into the easements by the adjacent properties shall be required to apply for an encroachment agreement from the City of Anacortes Public Works Department.
- N. All Sanitary Sewer structures shall have vehicular access, including but not limited to: 1) A 12-foot minimum width access road with an approved all-weather surface asphalt road, or other approved Low Impact Development Best Management Practice design, 2) Meeting the minimum structural requirements for Access Road approved by the City of Anacortes.

- O. Storm Drainage Conveyance system shall be extended from the west (Allen Court) along the frontage of Oakes Avenue to the most easterly boundary of the property to allow for future extension by others.
- P. Storm water conveyance both on-site and off-site shall comply with City Storm drainage requirements.
- Q. The developer shall provide suitable drainage facilities for any surface run-off affecting the subdivision, per Anacortes Municipal Code 16.20.070.
- R. Provisions shall be made to accommodate for a Public Transit stop along Oakes Avenue. The Developer shall work with the Planners from Skagit Transit to determine a location.
- S. Roadway horizontal alignments shall be designed to allow for proper sight distances.
- T. Mailbox locations shall be reviewed and approved by the City of Anacortes Public Works Department and the U.S. Postal Service.
- U. Street lighting shall be required at both ingress and egress of the project. Street lighting shall be energy efficient and shall limit glare and/or emission of light downward to the street and front yard areas. Street lighting will be installed per PSE Schedule 53, Option "B". Lighting fixtures and design shall be approved by the Public Works Director. Shields may be necessary to reduce impacts to adjacent properties.
- V. Sanitation, recycling and compost collection will be at curb side of each parcel serviced.
- W. Internal roadway shall be required to provide for:
 - 1. 40-foot Public Right-of-Way
 - 2. A minimum of 28-feet of paved asphalt.
 - 3. Maximum grade of 12%. Unless a steeper grade of 15% is approved by the City Council as required under the Anacortes Municipal Code.
 - 4. With 5-foot sidewalk on one side of the road.
- X. Oakes Avenue, along the frontage of this project is required to provide for:
 - 1. An appropriately designed left hand turn lane and related transitions shall be designed and constructed to meet the requirements of the Washington State Department of Transportation and the City of Anacortes Public Works Department.
 - 2. Public Works Department supports the proposed 30 MPH change from 40 MPH as requested by the Developer. The revised speed limit change will need to be approved and implemented by the Washington State Department of Transportation. The current speed limit is posted 40 MPH and the improvements should be designed accordingly.

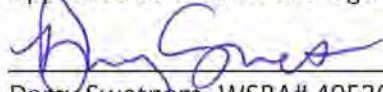
3. Cement Concrete Traffic Curb and Gutter with a 5-foot minimum sidewalk shall be extended from the west (Allen Court) along the frontage of Oakes Avenue to the most easterly boundary of the property to allow for future extension by others.
 4. Due to the inconsistency of the asphalt edge along Oakes Avenue, the project will need to pave a minimum of 8-feet to obtain slope from the existing asphalt to the new curb as determined by the City of Anacortes and the Engineer of Record.
18. Before final plat and PUD submittal or approval is given, the applicant shall submit a revised Tree Preservation Plan that shows all existing trees designated for retention in the submitted plan plus the 108 additional trees required to be planted.
 19. Pursuant to AMC 16.50.120(D), the applicant shall record a notice with the Skagit County Auditor's Office which provides a public record of any approved tree preservation plan and conservation areas; the application of this title to the property; and that limitations on actions in or affecting the property may exist. A note to this effect shall also be listed on the face of the final plat and PUD referencing the respective Auditor File Number (AFN) for the recorded Tree Preservation Plan [as revised].
 20. Additionally, those trees shown in the Revised Tree Preservation Plan must also be shown on the face of the plat and PUD prior to submittal or approval is given. The trees designated for retention shall be clearly shown in relation to the lot's property lines.
 21. Before final plat and PUD submittal or approval is given, a note shall be added to the face of the plat/PUD that states:
 - A. The maximum permitted height for Lot 15 shall be restricted to twenty-five (25) feet from the high point on the property (NE corner) of existing grade.

INTRODUCED, PASSED, AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ANACORTES on this 21st day of March 2016.

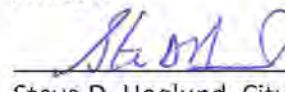
CITY OF ANACORTES, WASHINGTON


LAURIE M. GERE, MAYOR

Approved as to form and legality:


Darcy Swetnam, WSBA# 40530
City Attorney

ATTEST:


Steve D. Hoglund, City Clerk Treasurer

JUDICIAL APPEAL:

AMC § 17.08.090 - 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 entered its Findings of Fact, Conclusions of Law, and Decision.

EXHIBITS:

EXHIBIT NUMBER:	NAME OF EXHIBIT:
Exhibit #1	Master Permit Application, Environmental Checklist, & Narrative
Exhibit #2	Assessor's Info & GIS Map
Exhibit #3	Public Comments Received
Exhibit #4	Department /Agency Comments Received
Exhibit #5	Notice of Application & Hearing with Optional SEPA DNS
Exhibit #6	Issued SEPA MDNS
Exhibit #7	Wetland Report
Exhibit #8	Geotechnical Report
Exhibit #9	Tree Assessment & Preservation Plan
Exhibit #10	Landscape Plan
Exhibit #11	Planning Commission's Recommendation & Minutes
Exhibit #12	Applicant's Presentation, Handout, & Response to Neighbor Concerns
Exhibit #13	Planning Department's Presentation to the Planning Commission
Exhibit #14	Plat & PUD Site Plan

EXHIBIT #02

PLAT & PUD MAP

48 NORTH PLAT & PUD
SECTION 22, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON

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

AUDITOR _____ DEPUTY AUDITOR _____

GENERAL INFORMATION

1. Assessor's Account No.s 350122-4-004-0000, P31681..
2. Description and exception information is from the 2nd Revised Subdivision Guarantee, Order No: 153377-0A, dated January 17, 2017.
3. 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 732440 (Avigation Easement), AF 200807220033 (Record of Survey), AF 201607050142 (10' wide Puget Sound Easement over new utilities), AF 201612060089 (10' wide Puget Sound Easement over new utilities) and AF 201612190147 (Covenants, Conditions and Restrictions on adjoining property). Deed of Trust recorded under AF 201605130083 (Skagit State Bank).
4. Residential Low Density (R2).
5. Water Supply: City of Anacortes.
6. Sewer Disposal: City of Anacortes
7. 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 48 North 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 SKAGIT STATE BANK, mortgage holder, and 48 NORTH ON FIDALGO ISLAND, LLC, 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.

48 NORTH ON FIDALGO ISLAND, LLC

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 48 NORTH ON FIDALGO ISLAND, LLC 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

1. Subject to Declaration of Covenants, Conditions, Restrictions, (CC&R's), recorded under;

AFN _____

2. This plat is subject to the Revised Tree Preservation Plan dated August 12, 2015 and recorded under;

AFN _____

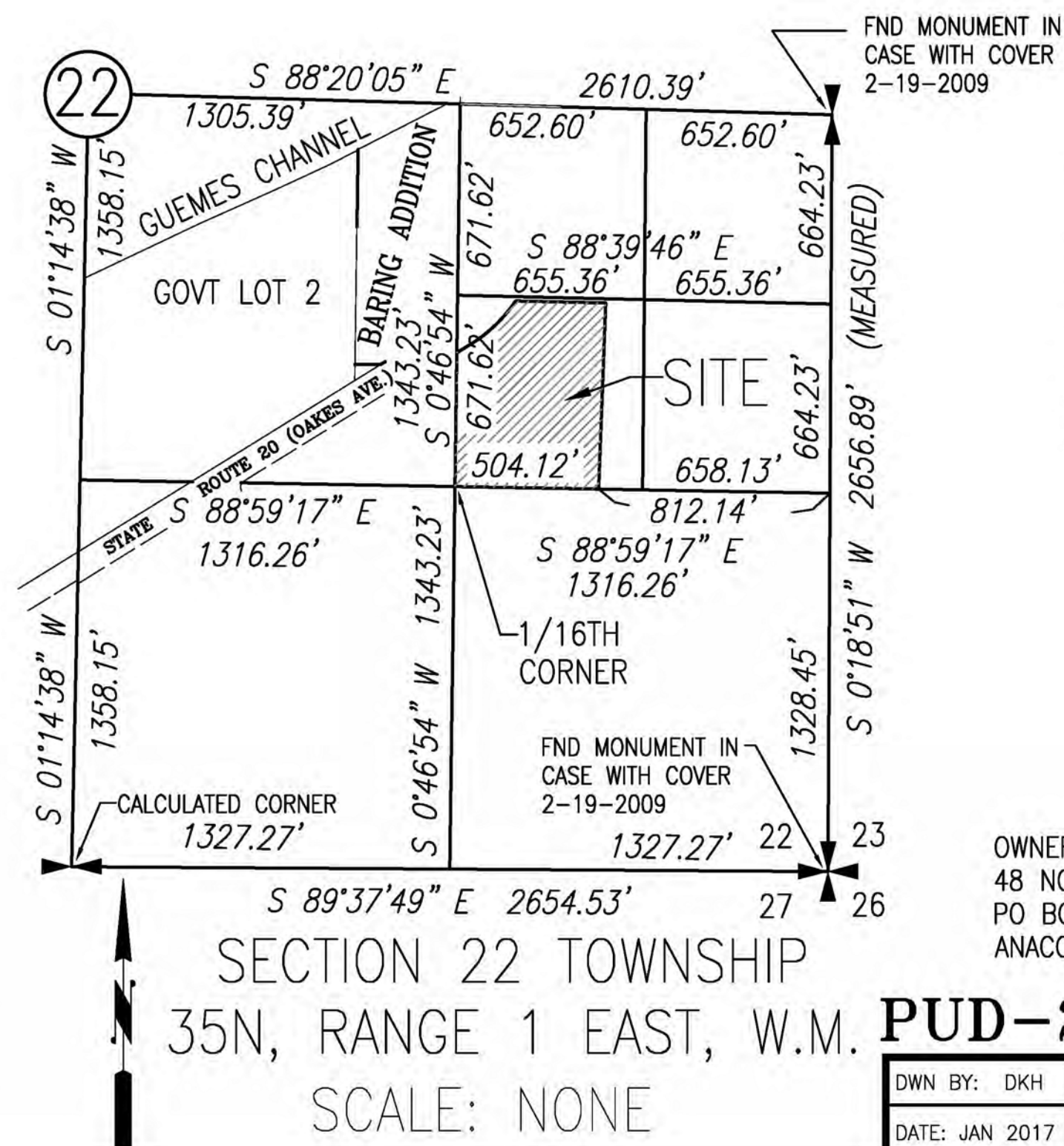
3. The PUD reference number PUD-2015-0003 and date of approval shall be included in all deeds and contracts.

SURVEYORS CERTIFICATE

I hereby certify that the 48 North 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 platting 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 _____



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 SKAGIT STATE BANK 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 _____

OWNER/DEVELOPER
48 NORTH ON FIDALGO ISLAND LLC
PO BOX 319
ANACORTES, WA 98221

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



SHEET 1 OF 3

PUD-2015-0003

PW #16-005-DEV

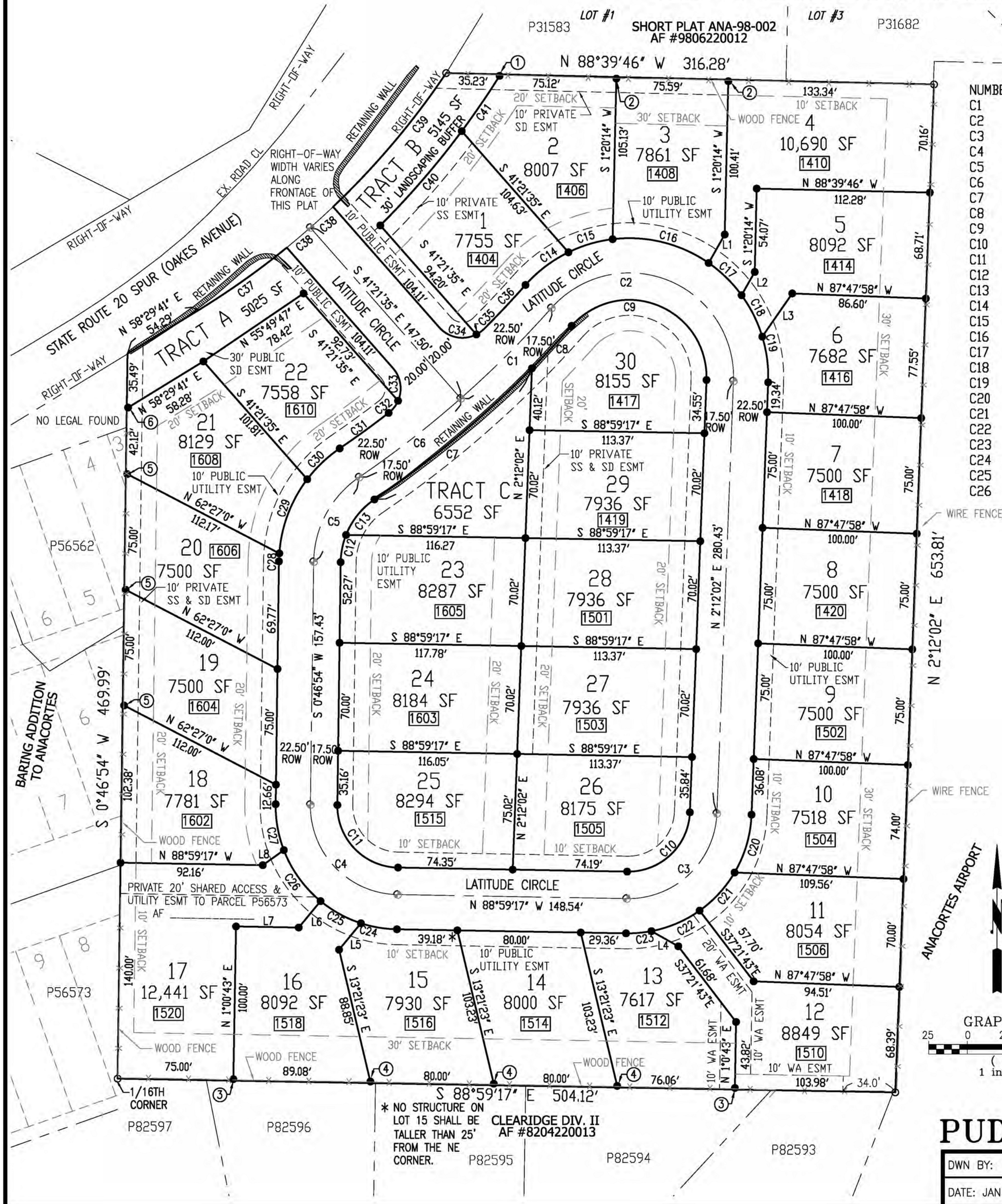
DWN BY: DKH
DATE: JAN 2017

HERRIGSTAD ENGINEERING & SURVEYING
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED
JOB 2015-53

48 NORTH PLAT & PUD

**SECTION 22, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON**

JOB 2015-53

48 NORTH PLAT & PUD
SECTION 22, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON

PUD AND PLAT CONDITIONS

48 NORTH PLAT & PUD
PUD-2015-0003

All parcels within the subdivision are subject to the "Findings of Fact and Conclusion of Law" as adopted by the Anacortes City Council on the 21st day of March, 2016. The following Conditions were required to be identified on the face of the Plat.

1. (FF #10) 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.

2. (FF #11) ZONING INFORMATION:

Underlying Zone: Residential District (R2)
Zone's Minimum Lot Size: 7,500 Square Feet
Gross Acreage: 7.48 Acres (included 1/2 abutting ROW)
Net Acreage: 7.20 Acres
Zone's Maximum Density: 4 Dwelling Units (DU) per Gross Acre
Density Calculation: 4 DU 7.48 Acres = 29.92, rounded to 30 DU
Proposed Lots: 30 Lots +1 Community Park

SETBACKS:

Front Yard:

For lots 3-17 only, the front setback is 10 feet for the residence & 20 feet for garages.
All other lots must meet the 20 foot front yard setback for the R2 Zone.

Rear Yard:

For lots 3-17 only, the rear setback is increased from 20 feet to 30 feet.
All other lots must meet the 20 foot rear yard setback for the R2 Zone.

Side Yard:

All lots shall meet the R2 side yard setback requirements for the R2 Zone.

3. (FF #15) A homeowner's association shall be established and be responsible for the maintenance of the bioretention swale (Tract A), landscaping buffer (Tract B) and community park (Tract C).

4. (FF #19) Pursuant to AMC 16.50.120 (D), the applicant shall record notice with the Skagit County Auditor's Office which provides a public record of any approved tree preservation plan and conservation areas; the application of this title to the property; and that limitations on actions in or affecting the property may exist. See recording number on sheet 1.

5. (FF #20) This Subdivision is subject to the Tree Preservation Plan Dated August 12, 2015. Retained Trees shall be maintained by the lot owners, unless approved for removal by the City of Anacortes.

6. (FF #21) The maximum permitted height for Lot 15 shall be restricted to twenty-five (25) feet from the high point of the property of existing grade.

7. (FF Modifications Proposed) Lot coverage is modified from R2 Zoning District's maximum of thirty-five (35) percent to a maximum of thirty seven and one half (37.5%).

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. 201607050142 & 201612060089), 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 private storm drainage easement across the North boundary of Lots 2, 3 and Tract B as shown on the plat is hereby reserved for and conveyed to Lots 2, 3 & 4 for storm drainage to service lots 2, 3 & 4 in which to construct, operate, maintain, repair, replace and enlarge underground pipes, thereto for the purpose of serving the lots herein. The maintenance of the improvements to the easement will be the responsibility of and shared by the benefiting lots.

3. A 10 foot private sanitary sewer easement across the Northwest boundary of Lot 1 and Tract B as shown on the plat is hereby reserved for and conveyed to Lot 2 for sanitary sewer pipes to service lot 2 in which to construct, operate, maintain, repair, replace and enlarge underground pipes for the purpose of serving lot 2. The maintenance of the improvements to the easement will be the responsibility of lot 2.

4. A 10 foot private sanitary sewer & storm drainage easement across the West boundary of Lots 27, 28, 29 & 30 as shown on the plat is hereby reserved for and conveyed to Lots 26, 27, 28, 29 & 30 for sanitary sewer & storm drainage pipes to service lots 26, 27, 28, 29 & 30 in which to construct, operate, maintain, repair, replace and enlarge underground pipes for the purpose of serving the lots herein. The maintenance of the improvements to the easement will be the responsibility of and shared by the benefiting lots.

5. A 10 foot private sanitary sewer & storm drainage easement across the West boundary of Lots 18, 19, 20, 21 & Tract A as shown on the plat is hereby reserved for and conveyed to Lots 17, 18, 19, 20 & 21 for sanitary sewer & storm drainage pipes to service lots 17, 18, 19, 20 & 21 in which to construct, operate, maintain, repair, replace and enlarge underground pipes for the purpose of serving the lots herein. The maintenance of the improvements to the easement will be the responsibility of and shared by the benefiting lots.

6. A 20 foot & 10 foot public water main easement on and across Lots 12 & 13 as shown on the plat is hereby reserved for and conveyed to the City of Anacortes in which to construct, operate, maintain, repair, replace and enlarge underground pipes for the purpose of serving this subdivision and other property with water service, together with the right to enter upon the streets, lots, tracts and spaces at all times for the purposes herein stated.

7. A 20 foot wide private access and utility easement on and across Lot 17 as shown on the plat is hereby reserved for and conveyed to Parcel P56573 (adjoining to the west) for the use of one single family home in which to construct, operate, maintain, repair, replace and enlarge underground pipes for the purpose of serving said property and for the share access drive with Lot 17 in which the maintenance is to be shared equally.

8. Tract A is hereby dedicated to the 48 North Homeowners Association and the City of Anacortes and the public as a storm drainage conveyance and water quality treatment facility. Tract A will be maintained by the 48 North Home Owners Association.

9. Tract B is hereby dedicated to the 48 North Homeowners Association for the purposes of landscaping and landscape maintenance.

10. Tract C is hereby dedicated to the 48 North Homeowners Association for the purposes of a Community Park to be maintained by the Homeowners Association.

11. All retaining walls will be the responsibility of the 48 North Homeowners association, per section xx.xx "Retaining Walls of the 48 North Declarations, Restrictions, Easements and Reservations, AF #_____.

LEGAL DESCRIPTION

That portion of the South 1/2 of the Northeast 1/4, of the Southeast 1/4, of Section 22, Township 35 North, Range 1 East, W.M., lying Southeasterly of the "BURROWS BAY ROAD", EXCEPT the "COPPER MINE ROAD" along the East line thereof, AND EXCEPT the following described tracts:

a.) Beginning at the Southeast corner of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section;
thence North 88°59'46" West along the South line of said South 1/2 of the Northeast 1/4 of the Southeast 1/4, 30.00 feet to the West line of the "COPPER MINE ROAD";
thence continue North 88°59'46" West 781.88 feet;
thence North 2°11'29" East 669.34 feet to the North line of the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 and the true point of beginning of this description, said point being the Northwest corner of that certain tract conveyed to the Port of Anacortes, a municipal corporation, by deed recorded July 22, 1968, under Auditor's File No. 716164;
thence from said true point of beginning run South 2°11'29" West along the West line of said Port of Anacortes tract, a distance of 15 feet;
thence West parallel with the North line of said Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 to the Easterly line of the "BURROWS BAY ROAD";
thence Northerly along said Easterly line to the North line of said Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4;
thence East along said North line to the true point of beginning.

b.) Beginning at the Southeast corner of the South 1/2 of the Northeast 1/4 of the Southeast 1/4;
thence North 88°59'46" West along the South line of said subdivision 30.00 feet to the West line of the "COPPER MINE ROAD", and the true point of beginning;
thence continue North 88°59'46" West 781.88 feet;
thence North 2°11'29" East 669.34 feet to the North line of said subdivision;
thence South 88°40'23" East along the North line of said subdivision 760.00 feet to the West line of the "COPPER MINE ROAD";
thence South 0°18'59" West along said road a distance of 664.96 feet to the true point of beginning.

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



OWNER/DEVELOPER
48 NORTH ON FIDALGO ISLAND LLC
PO BOX 319
ANACORTES, WA 98221

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

SHEET 3 OF 3

PUD-2015-0003

PW #16-005-DEV

DWN BY: DKH

DATE: JAN 2017

HERRIGSTAD ENGINEERING & SURVEYING

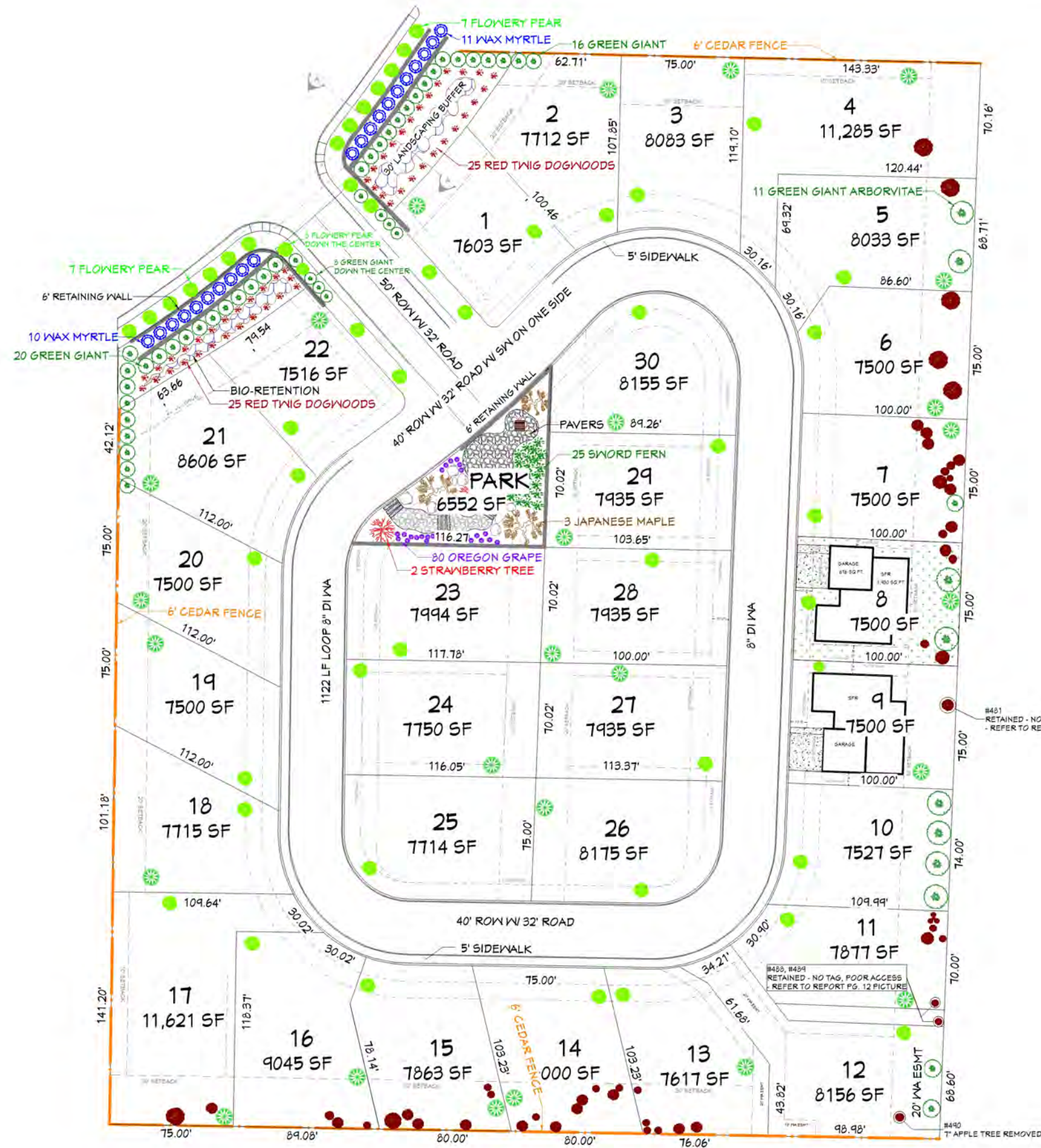
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED

JOB 2015-53

EXHIBIT #03

LANDSCAPE PLAN



LANDSCAPE LEGEND			
SYMBOL	COMMON NAME	SCIENTIFIC NAME	QTY.
	SWORD FERN	POLYSTICHUM MUNITUM	25
	STRAWBERRY TREE	ARBUTUS UNEDO	2
	WAX MYRTLE	MYRICA CALIFORNICA	21
	FLOWERY PEAR (MIN. 1 1/2" CALIPER)	PYRUS CALLERYANA	22
	RED TWIG DOGWOODS	CORNUS SERICEA	50
	GREEN GIANT ARBORVITAE (MIN. 1 1/2" CALIPER)	THUJA STANDISHII	55
	JAPANESE MAPLE (MIN. 1 1/2" CALIPER)	AGER PALMATUM	3
	OREGON GRAPE	MAHONIA AQUIFOLIUM	80
	6' CEDAR FENCE		
	4' REDI-ROCK WALL		
	6' REDI-ROCK WALL		
	LAWN AREA		
	DECIDUOUS STREET TREE - FLOWERY PEAR (MIN. 1 1/2" CALIPER)	TO BE PLANTED W/ HOME PYRUS CALLERYANA	30
	CONIFER TREE (MIN. 1 1/2" CALIPER)	TO PLANT W/ HOME	30
	EXISTING TREES TO BE RETAINED (REFER TO ARBORIST PRESERVATION REPORT BY URBAN FORESTRY SERVICES, INC., AUG. 12, 2015)		56

TOTAL SITE AREA	313,500 SF
PROPOSED LANDSCAPE	
BUFFER AREAS	12,020 SF
PARK AREA	6,536 SF
TOTAL PARKS & BUFFER LANDSCAPING	18,556 SF
TYPICAL HOME LANDSCAPE AVG. (4,894 SF X 30)	146,820 SF
TOTAL LANDSCAPE AREA	165,376 SF
TOTAL PERCENTAGE OF LANDSCAPE AREA	
MINIMUM LANDSCAPE REQUIRED BY CODE	53%
	20%
TOTAL TREE CREDITS FROM RETAINED TREES	
TREE'S TO BE PLANTED WITH PLAT	198
MINIMUM TREES TO BE PLANTED WITH HOMES (EXACT LOCATION T.B.D. AT TIME OF HOME CONSTRUCTION PERMIT)	80
	60
TOTAL TREE CREDITS	
MINIMUM TREE CREDITS PER CODE	338
	313

CHIEF ARCHITECT XT
J. SYKORA, CPBD
SCALE
1" = 70'
DATE
2-9-17

BUILDER INFO:
MAILING ADDRESS:
P.O. BOX 319
ANACORTES WA 98221
PHONE:
360-248-1431
WEB:
www.strandbergconstruction.com

PROJECT / CLIENT INFO
PUD-2015-0003
48 North P.U.D., Oakes Avenue
Owner:
48 North On Fidalgo Island LLC.
Nels Strandberg
P.O. Box 319, Anacortes, WA 98221

48 NORTH LANDSCAPE PLAN
/ REVISED TREE PLAN

OWNER APPROVAL
INITIAL:
PAGE:
OF:

Cricchio, Kevin

From: Debbie Headrick <debbie@strandbergconstruction.com>
Sent: Thursday, March 2, 2017 1:30 PM
To: Cricchio, Kevin
Cc: Measamer, Don; Nels Strandberg
Subject: Tree Count Clarification
Attachments: 48 North Landscape and Revised Tree Plan 2.9.2017.pdf; Letter to Kevin Correction to Tree Count.pdf; 48 North Plant Order #1.pdf

Kevin,

Per our discussion, I have attached information regarding the tree count and replant concerns at 48 North, we are required by code to have a total 313 Tree Credits, we exceed this count with 338 Tree Credits (25). I have highlighted areas for review in the above information.

1. Strandberg is currently planting 80 trees required for the plat, reference the attached plan and plant order above.
2. 60 trees to be planted with home landscape, this planting will be need to be addressed during home permitting and landscape, plants are noted on the plan attached. The attached plan will be recorded as part of the CC&Rs, the AFN transferred to final plat map.
3. Per the Tree Preservation Plan dated August 12, 2015 we are required to plant a total of 108 Tree Credits or 108 Trees. Strandberg is currently planting the 80 trees required to be planted with plat and noted on the above plan. The additional 60 trees to be planted during home landscape, noted on the plan above. The combined plantings will be above the required 108 Tree Credit Requirement. The TPP dated August 12, 2015 will be recorded at Final Plat and AFN transferred to the plat map.
4. Avigation Easement is noted on Sheet 1 General information item 3.
5. Retaining wall encroachment is noted on Sheet 3 Easements under item 11.
6. A new item 12 will be added prior to recording final plat; if the COA fails to have Encroachment Agreement finalized and recorded prior to final plat recording, the retaining walls will be referenced and noted Sheet 3 item 11. (The retaining walls are clearly visible on sheet 2 of the plat and referenced in the CC&Rs).

I believe this addresses all your questions, please let me know if you need additional information.

Best,

Debbie Headrick
Executive Assistant



2018 R Avenue
PO Box 319
Anacortes WA 98221
Phone: 360-293-7431

January 13, 2017

Kevin Cricchio
Associate Planner
City of Anacortes
PO Box 547
Anacortes, WA 98221

Re: 48 North Plat PUD-2015-0003

Dear Kevin,

In reviewing your letter dated August 3, 2016 regarding the tree inspection of the plat 48 North, you verified trees #243, #481, #488, #489 and #490 had been removed. Following are the findings of the site visit inspection by Nels.

#243 was removed from the tree preservation plan, it was located within the building envelope of the lot. However, it was overlooked for removal on the matrix page of the report, tree credits are recalculated below and noted on the updated landscape plan (attached).

#481, #488 and #489 were retained, attached are pictures to verify trees were retained, "no tag on the trees due to poor access" this is noted in the tree preservation plan report (copy attached).

#490 did not survive construction, this tree was directly in line with the water line on lot 12, loss of tree credits -2.

Trees retained provide a tree credit of	198	
Trees to be planted with plat	80	
Minimum trees to planted with homes	60	
Total tree credits	338	<25> over req credit
Minimum Tree Credits Per Code	313	

This results in a tree credit total of 338, 25 credits more than the 313 credits required by code. In addition to the above tree count additional trees were kept throughout the plat. During planning, we intentionally calculate additional trees for retention, it is inevitable that a tree will be lost during construction, wind storms or a discrepancy on the plan. Nels will be happy to meet with you on site and verify the trees that were noted missing.

Please feel free to give me a call with questions regarding this information or to set up site visit.

Thank you,


Debbie Headrick
Executive Assistant

Attachments (8)

EXCAVATION • CUSTOM HOMES • DESIGN

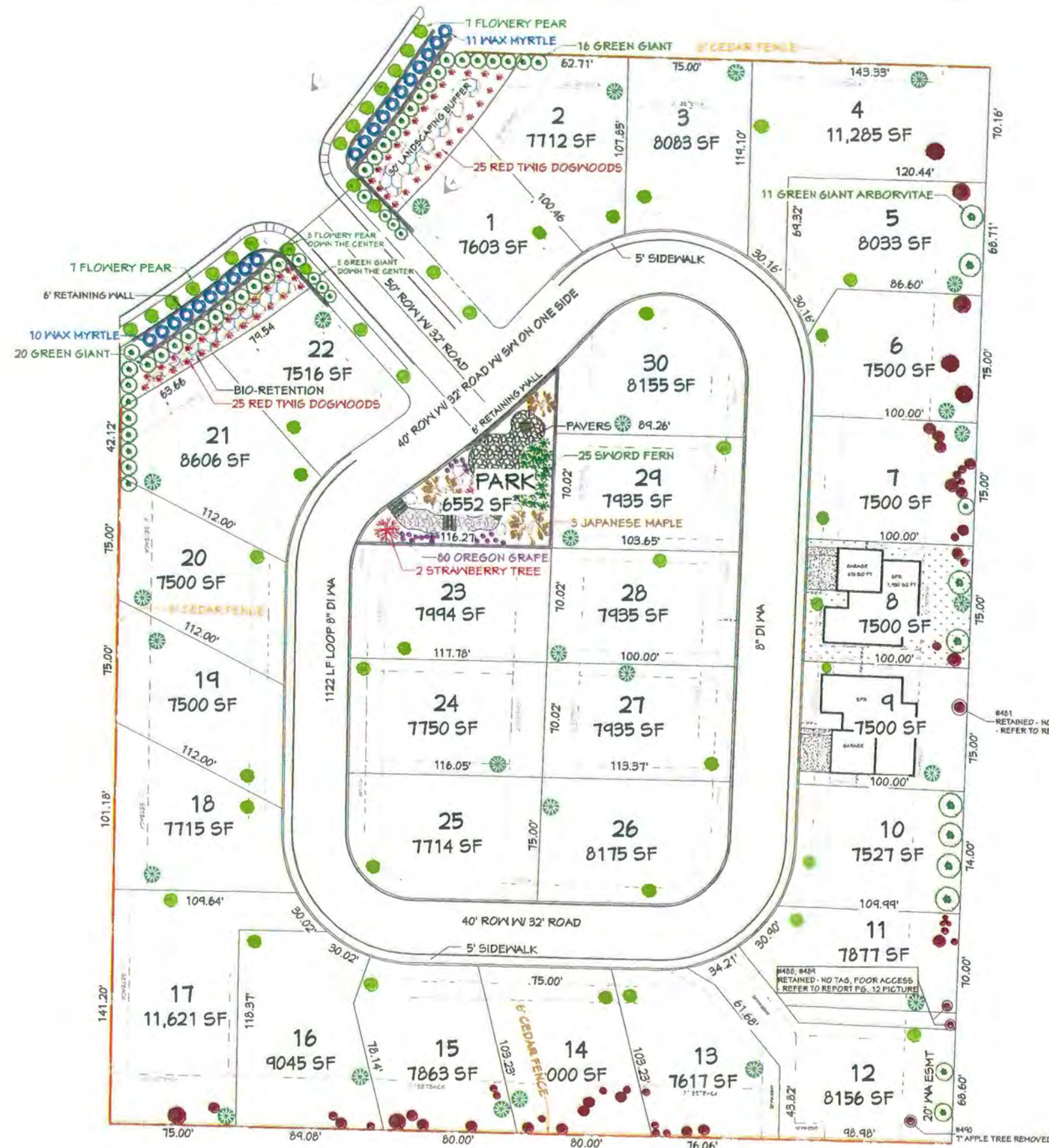
48 North

ok per cell

101 1 1/2 1/2 1/2 1/2

QTY	DESCRIPTION	PRICE EACH	TOTAL
87	5 Gal Wax Myrtle (Southern Bayberry)	\$ 19.00	\$ 1,653.00
6	6' Shore Pine (Pinus Contorta)	\$ 40.00	\$ 240.00
60	1 Gal Cotoneaster (cotoneaster horizontalis)	\$ 4.25	\$ 255.00
30	1 Gal Pink Heather (Epacris Impressa)	\$ 4.00	\$ 120.00
60	1 Gal Salal (Gaultheria shallon)	\$ 4.00	\$ 240.00
15	1 Gal Sword Fern (Polystichum munitum)	\$ 4.00	\$ 60.00
30	1 Gal Lavender	\$ 4.00	\$ 120.00
60	1 Gal Oregon Grape (low growing)	\$ 4.00	\$ 240.00
3	1 1/2 Caliper Paper Bark Maple	\$ 175.00	\$ 525.00
1	Large Japanese Maple (Red Leaf)	\$ 175.00	\$ 175.00
9	Purple Barberry	\$ 4.00	\$ 36.00
10	Creeping Rosemary	\$ 5.00	\$ 50.00
22	Flowering Pear 2" Caliper Pyrus Calleryana(?)	\$ 150.00	\$ 3,300.00
48	38' 6' Green Giant	\$ 65.00	\$ 2,470.00
50	1 Gal Red Twig Dogwood	\$ 4.00	\$ 200.00
21	5 Gal Wax Myrtle (Southern Bayberry)	\$ 19.00	\$ 399.00
10	5 Gal Rhododendron	\$ 30.00	\$ 300.00
50	Quart Wild Strawberry	\$ 4.00	\$ 200.00
50	Quart Fountain Grass	\$ 4.00	\$ 200.00
50	Karl Forester Reed Grass (1 gal)	\$ 4.00	\$ 200.00
50	Quart size Wild Strawberry	\$ 4.00	\$ 200.00
			\$ 11,183.00

80



LANDSCAPE LEGEND			
SYMBOL	COMMON NAME	SCIENTIFIC NAME	QTY.
	SWORD FERN	POLYSTICHUM MUNITUM	25
	STRAWBERRY TREE	ARBUTUS UNEDO	2
	MAX MYRTLE	MYRTICA CALIFORNICA	21
	FLOWERY PEAR (MIN. 1 1/2" CALIPER)	PIRUS CALLERYANA	22
	RED TWIG DOGWOODS	CORNUS SERICEA	50
	GREEN GIANT ARBORVITAE (MIN. 1 1/2" CALIPER)	THUJA STANDISHII	55
	JAPANESE MAPLE (MIN. 1 1/2" CALIPER)	ACER PALMATUM	5
	OREGON GRAPE	MAHONIA AGUIFOLIUM	80
	8" CEDAR FENCE		
	4" REDI-ROCK WALL		
	6" REDI-ROCK WALL		
	LAWN AREA		
	DECIDUOUS STREET TREE - FLOWERY PEAR (MIN. 1 1/2" CALIPER)	TO BE PLANTED W/ HOME PIRUS CALLERYANA	30
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MINIMUM TREE CREDITS PER CODE	313

CHIEF ARCHITECT: J. SYKORA, CPBD

1" = 70'

2-9-17

Strandberg DESIGN

BUILDER INFO:
MAILING ADDRESS:
P.O. BOX 319
ANACORTES WA 98221
PHONE:
360-295-7431
FAX:
360-295-7431
WWW.STRANDBERGCONSTRUCTION.COM

PROJECT / CLIENT INFO
PUD-2015-0003
48 North P.U.D., Oakes Avenue
Owner:
48 North On Fidalgo Island LLC.
Nels Strandberg
PO Box 319 Anacortes, WA 98221

48 NORTH LANDSCAPE PLAN / REVISED TREE PLAN

OWNER APPROVAL

INITIAL PAGE:

OF:

EXHIBIT #04

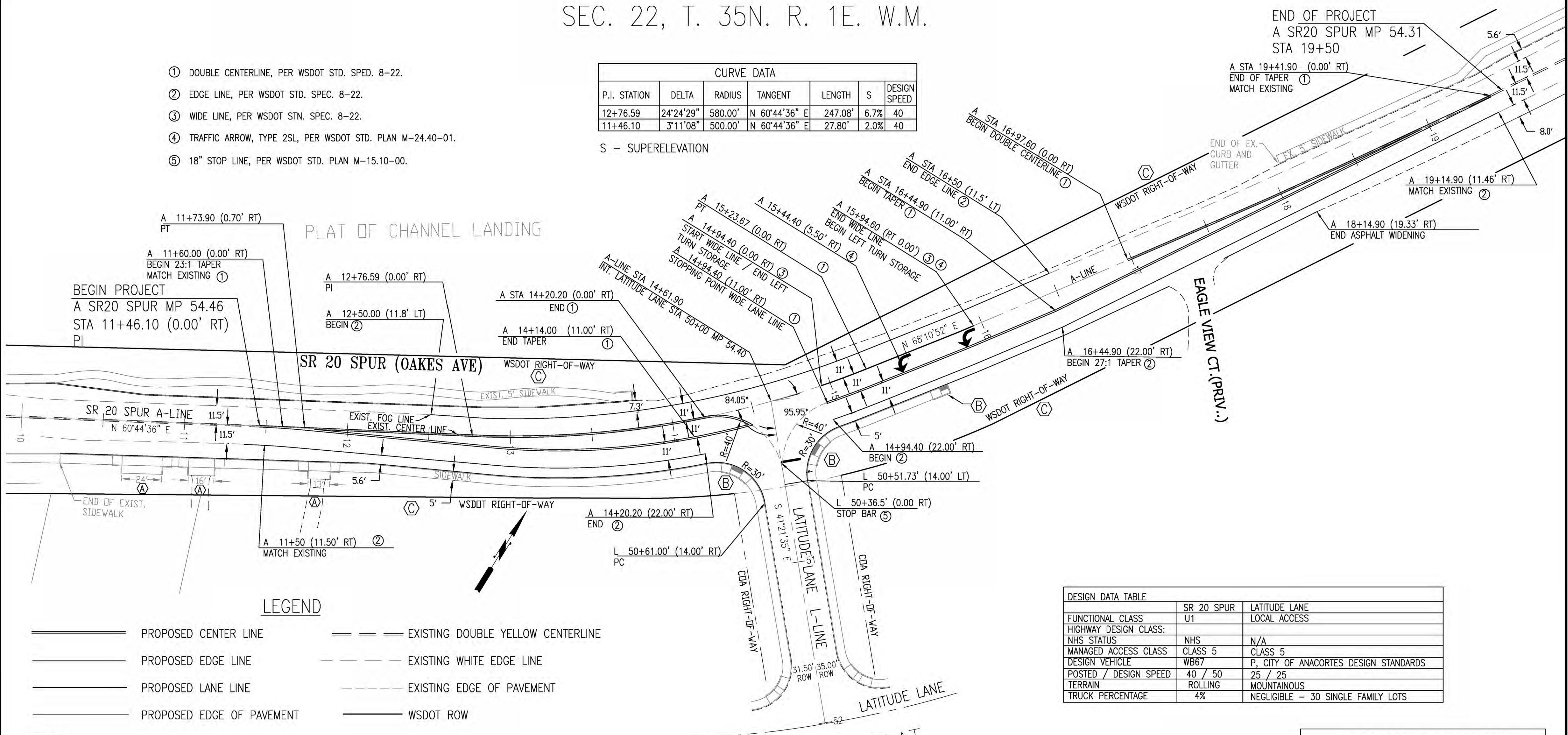
CHANNELIZATION PLAN

SEC. 22, T. 35N. R. 1E. W.M.

- ① DOUBLE CENTERLINE, PER WSDOT STD. SPEC. 8-22.
② EDGE LINE, PER WSDOT STD. SPEC. 8-22.
③ WIDE LINE, PER WSDOT STN. SPEC. 8-22.
④ TRAFFIC ARROW, TYPE 2SL, PER WSDOT STD. PLAN M-24.40-01.
⑤ 18" STOP LINE, PER WSDOT STD. PLAN M-15.10-00.

CURVE DATA						
P.I. STATION	DELTA	RADIUS	TANGENT	LENGTH	S	DESIGN SPEED
12+76.59	24°24'29"	580.00'	N 60°44'36" E	247.08'	6.7%	40
11+46.10	3°11'08"	500.00'	N 60°44'36" E	27.80'	2.0%	40

S - SUPERELEVATION

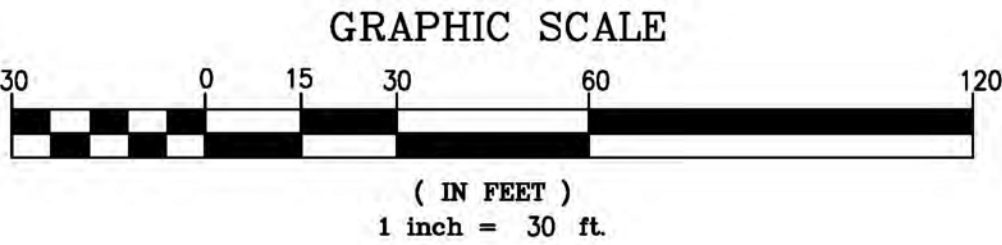


LEGEND

- ===== PROPOSED CENTER LINE
===== EXISTING DOUBLE YELLOW CENTERLINE
===== PROPOSED EDGE LINE
----- EXISTING WHITE EDGE LINE
===== PROPOSED LANE LINE
----- EXISTING EDGE OF PAVEMENT
===== PROPOSED EDGE OF PAVEMENT
===== WSDOT ROW

NOTES:

- (A) CONSTRUCT DRIVEWAY ENTRANCE TYPE 1 PER WSDOT STND PLAN F-80.10-03
(B) ALL SIDEWALK CURB RAMPS SHALL BE CONSTRUCTED TO MEET THE ADA STANDARDS TO THE MAXIMUM EXTENT FEEASIBLE.
(C) RIGHT-OF-WAY LINES SHOWN ARE FOR INFORMATIONAL PURPOSES ONLY. SEE RIGHT-OF-WAY PLANS FOR ACTUAL LIMITS.



11x17" PRINT 1/2 SCALE
24x36" PRINT FULL SCALE

DESIGN DATA TABLE		
FUNCTIONAL CLASS	SR 20 SPUR	LATITUDE LANE
HIGHWAY DESIGN CLASS:	U1	LOCAL ACCESS
NHS STATUS	NHS	N/A
MANAGED ACCESS CLASS	CLASS 5	CLASS 5
DESIGN VEHICLE	WB67	P, CITY OF ANACORTES DESIGN STANDARDS
POSTED / DESIGN SPEED	40 / 50	25 / 25
TERRAIN	ROLLING	MOUNTAINOUS
TRUCK PERCENTAGE	4%	NEGLIGIBLE - 30 SINGLE FAMILY LOTS

WSDOT NORTHWEST REGION
APPROVED CHANNELIZATION PLAN

TRAFFIC ENGINEER - AREA OPERATIONS
Signed _____ Date _____
Print _____

ENGINEERING MANAGER
Signed _____ Date _____
Print _____

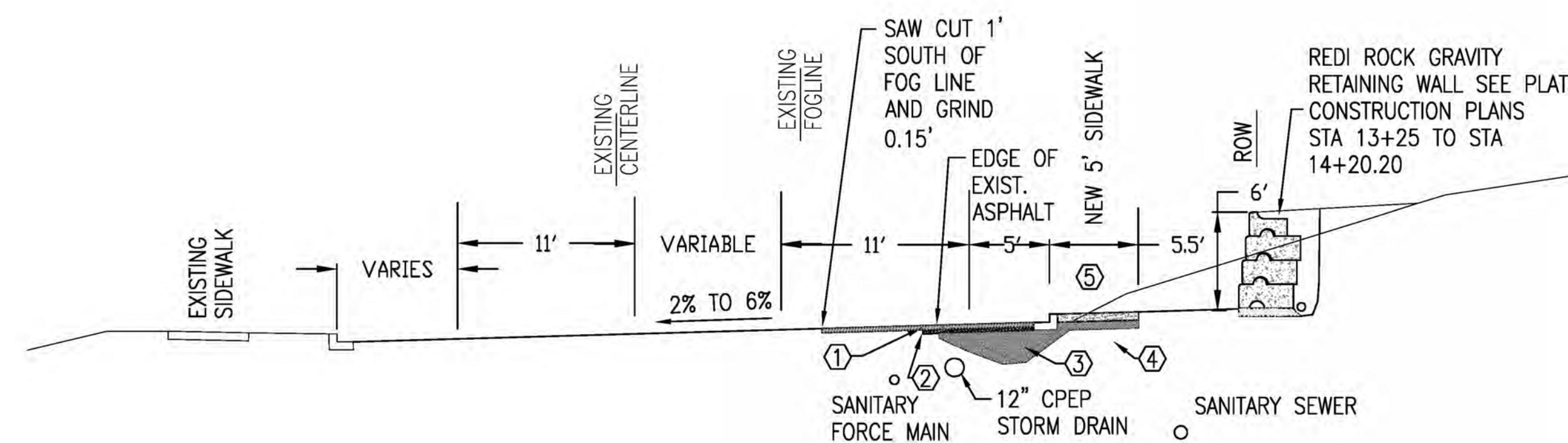
REVISIONS & DESCRIPTIONS	BY	DATE
A Revised per WSDOT comments	DKH	10-29-2016
B Revised per WSDOT comments	DKH	12-11-2016
C Revised per WSDOT comments	DKH	1-16-2017



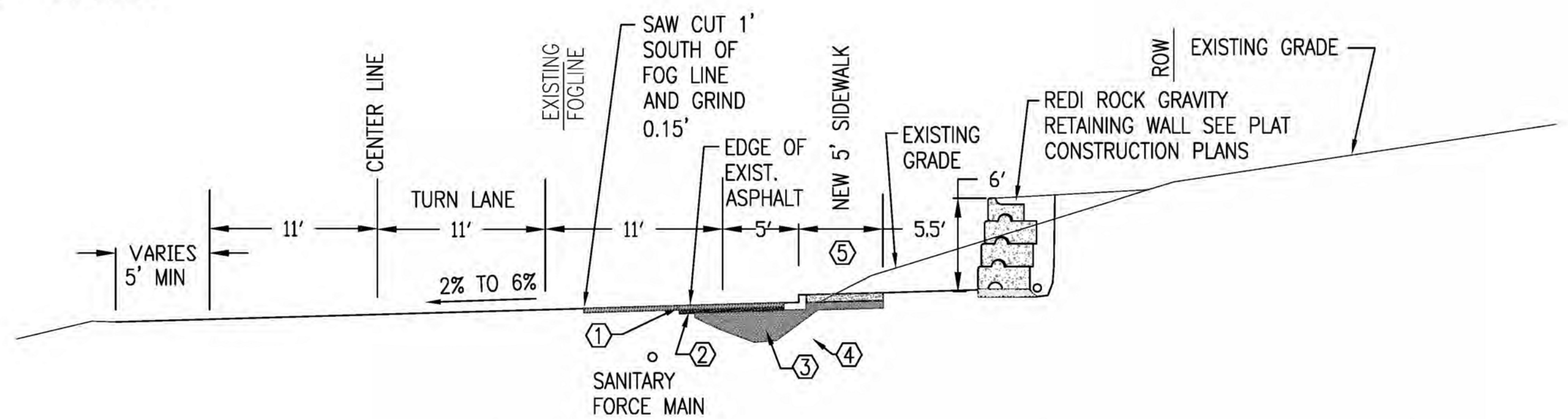
**HERRIGSTAD
ENGINEERING & SURVEYING**
DALE K. HERRIGSTAD P.E., P.L.S.
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221 (360) 299-8804

SR 20 SPUR SR-20 SPUR / OAKES AVENUE Anacortes / Skagit County	MP 54.31 to MP 54.46 48 North PUD January 16, 2017	C1 SHEET 1 OF 2
--	--	-----------------------------

SEC. 22, T. 35N. R.1E. W.M.



SR-20 SPUR (OAKES AVENUE) ROAD SECTION A-A
N.T.S.
SR 20 (SPUR) STA. 11+60 TO STA 14+00



SR-20 SPUR (OAKES AVENUE) ROAD SECTION B-B
N.T.S.
SR 20 (SPUR) STA. 14+00 TO STA 15+66.50

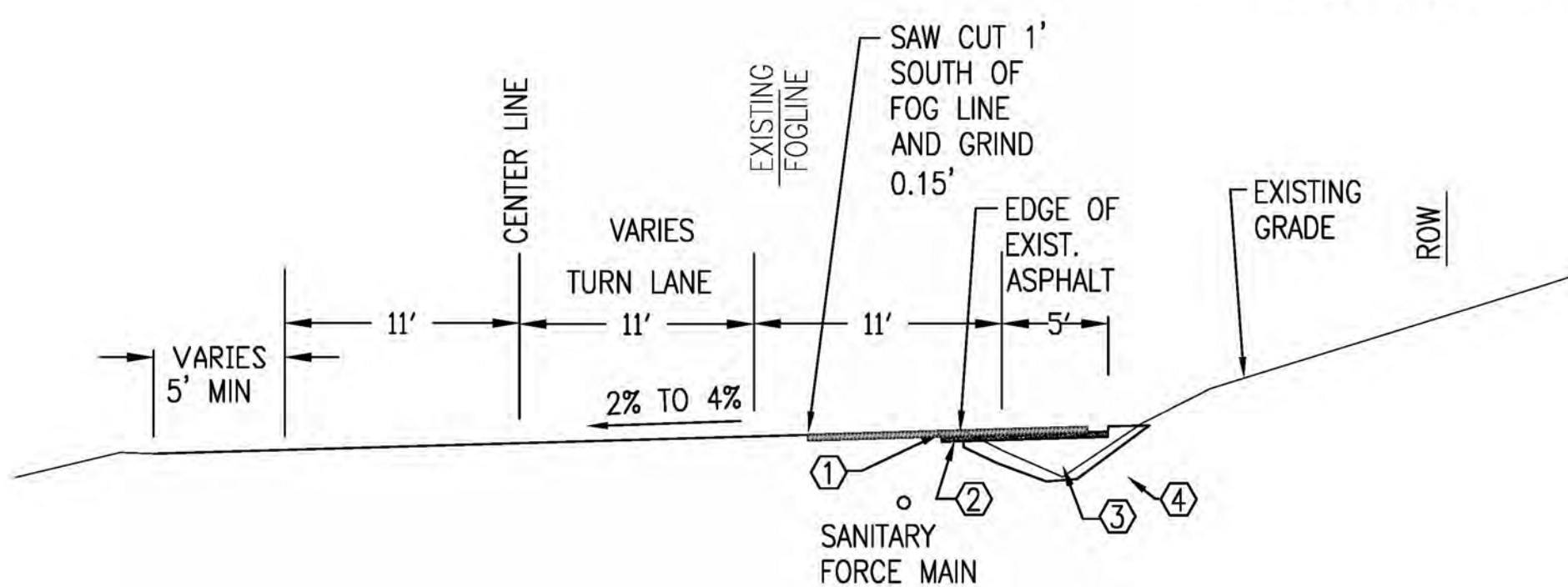
ASPHALT SECTION NOTES

(SECTION 5-05 AND SECTION 9 OF THE CURRENT PLANS AND SPECIFICATIONS FOR ROAD BRIDGE AND MUNICIPAL CONSTRUCTION.

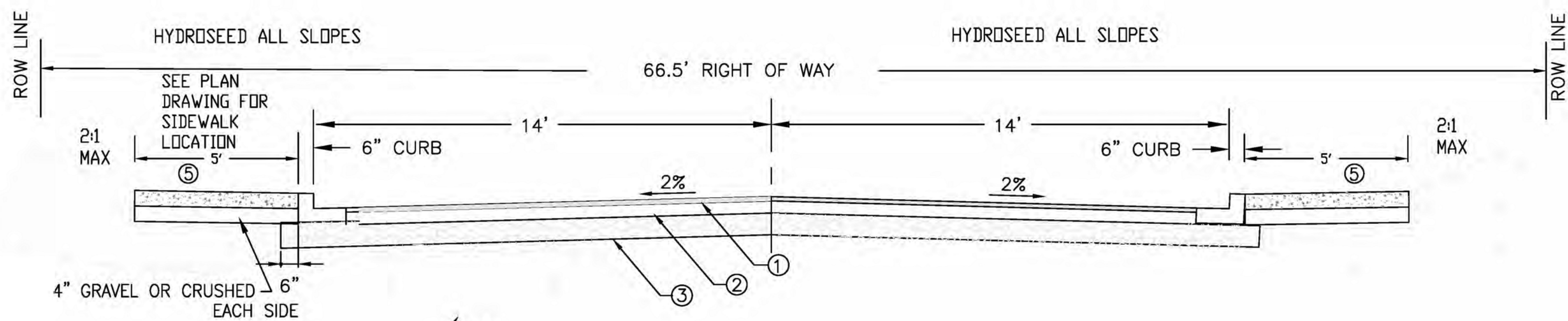
- ① 0.78' HMA - CL 1/2-INCH P66422 CONFORMING TO SECTION 5-04 OF THE CURRENT STANDARD SPECIFICATIONS, COMPACTED TO A MINIMUM OF 92% RICE DENSITY. WHERE PROPOSED ASPHALT ABUTS EXISTING ASPHALT, THE EXISTING ASPHALT SHALL BE SAW CUT FULL DEPTH AND TACK COATED IMMEDIATELY BEFORE PAVING. ALL SURFACE JOINTS SHALL BE SEALED WITH AR-4000 OR EQUAL.
 - 0.15' HMA CLASS 1/2", PG 64-22 (FINAL LIFT)
 - 0.15' HMA CLASS 1/2", PG 64-22
 - 0.35' HMA CLASS 1/2", PG 64-22
 - 0.70' CSBC
- ② 3" CRUSHED SURFACING TOP COURSE SHALL CONFORM TO SECTION 9-03.9(3) OF THE CURRENT STANDARD SPECIFICATIONS, COMPACTED TO A MINIMUM OF 95% MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557 TESTING.
- ③ MINIMUM 8" GRAVEL BORROW PER SECTION 9-03.9 (1) OF THE CURRENT STANDARD SPECIFICATIONS COMPACTED TO A MINIMUM ON 95% MAXIMUM DENSITY PER ASTM D-1557 TESTING. PERCENTAGE PASSING THE #200 SIEVE SHALL NOT EXCEED 5%. DEPENDS ON SOIL CONDITIONS AND MAY BE DEVIATED WITH NEW ENGINEERED CROSS-SECTION. SUBMIT PROTOCOL'S SIEVE TO CITY.
- ④ THE EXCAVATED SUBGRADE SHALL BE FREE OF TOPSOIL, ORGANICS, AND OTHER DELETERIOUS MATERIAL, COMPACTED TO A MINIMUM OF 95% MAXIMUM DENSITY IN ACCORDANCE WITH ASTM D-1557 TESTING, PREPARED CONFORMING TO SECTION 2-06.3(1) OF THE CURRENT STANDARD SPECIFICATIONS.
- ⑤ 5' WIDE X 4" THICK CONCRETE SIDEWALK.
5" WIDE X 6" THICK CONC. SIDEWALK AT DRIVEWAYS. PER CITY STANDARDS.

GEO-TEXTILE FABRIC MAY BE REQUIRED DURING CONSTRUCTION. DEPENDANT ON CURRENT SOIL CONDITIONS & WEATHER. GEO-TEXTILE FABRIC SHALL MEET WSDOT SPECIFICATIONS 9-33 CONSTRUCTION GEOTEXTILE SHALL ALSO MEET THE WSDOT QUALITY PRODUCTS LIST.

COMPACTION TESTING IS REQUIRED OF ROAD SUBGRADE AND BALLAST PRIOR TO PLACEMENT OF CRUSHED SURFACING BY A CERTIFIED SOILS TESTING COMPANY AT A MINIMUM OF 3 RANDOM POINTS ALONG EACH CONTINUOUS SECTION OF ROAD IMPROVEMENT AND BELOW SIDEWALKS. SEE CITY TESTING SCHEDULE. CONTRACTOR IS TO PROVIDE A PROCTOR AND SIEVE ANALYSIS PRIOR TO ANY CONSTRUCTION STARTING.



SR-20 SPUR (OAKES AVENUE) ROAD SECTION C-C
N.T.S.
TURN LANE SR 20 (SPUR) STA. 15+66.50 TO STA 16+44.90
CENTER VARIES SR 20 (SPUR) STA. 16+44.90 TO STA 18+84.60



LATITUDE LANE ROAD SECTION D-D
N.T.S.

INFORMATION ONLY

REVISIONS & DESCRIPTIONS	BY	DATE			SR 20 SPUR SR-20 SPUR / Oakes Avenue 48 North PUD Anacortes / Skagit County January 16, 2017 ROAD SECTION DETAILS	MP 54.31 to MP 54.46	C2 SHEET 2 OF 2
A Revised per WSDOT comments B Revised per WSDOT comments	DKH DKH	12-11-2016 1-16-2017			HERRIGSTAD ENGINEERING & SURVEYING DALE K. HERRIGSTAD P.E., P.L.S. 4320 WHISTLE LAKE ROAD ANACORTES, WA 98221 (360) 299-8804		

LEGEND

The diagram shows a series of horizontal lines representing overhead infrastructure. From top to bottom, the lines are labeled on the left as follows:

- FENCE**: Represented by a line with 'X' marks at regular intervals.
- GAS**: Represented by a solid line with a small circle in the middle.
- SANITARY SEWER**: Represented by a solid line with 'SS' in the middle.
- STORM SEWER**: Represented by a solid line with 'SD' in the middle.
- WATER MAIN**: Represented by a solid line with a 'W' in the middle.
- OVERHEAD POWER**: Represented by a dashed line with 'OP' at three points.
- OVERHEAD TELEPHONE**: Represented by a dashed line with 'OT' at three points.

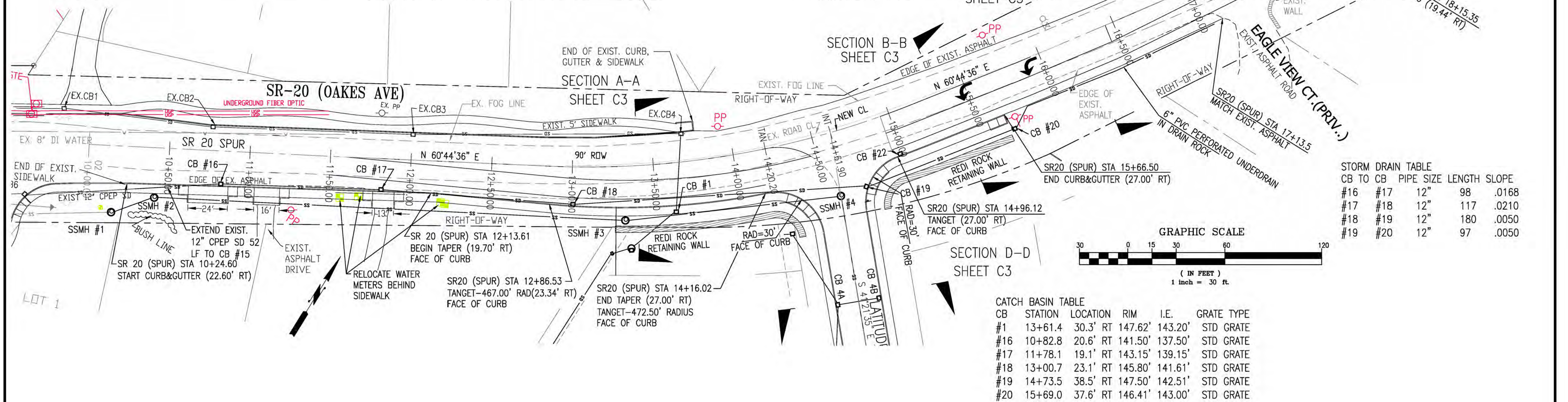
Below the lines, there is a vertical column of symbols:

- A square with a dot inside (□ ●).
- A circle with a dot inside (○ ●).
- A circle with a cross inside (○ ⊗).
- A circle with a triangle inside (○ △).
- A circle with a 'W' inside (○ W).
- A circle with a 'B' inside (○ B).

EXISTING CATCH BASIN TABLE			
#	TYPE	RIM ELEV.	INV. ELEV.
1	1	139.59'	136.05'
2	1	141.23'	138.26'
3	1	143.69'	140.66'
4	1	144.40'	141.45'
5	1	140.10'	137.60'
6	1	140.07'	137.83'

SANITARY MANHOLE TABLE				
SSMH	STATION	LOCATION	RIM	I.E.
#1	10+15.7	41.3' RT	143.50'	135.11'
#2	10+41.9	31.0' RT	141.10'	135.60'
#3	13+31.1	19.1' RT	143.15'	139.15'
#4	14+57.6	39.6' RT	148.12'	142.07'

PLAT OF CHANNEL LANDING

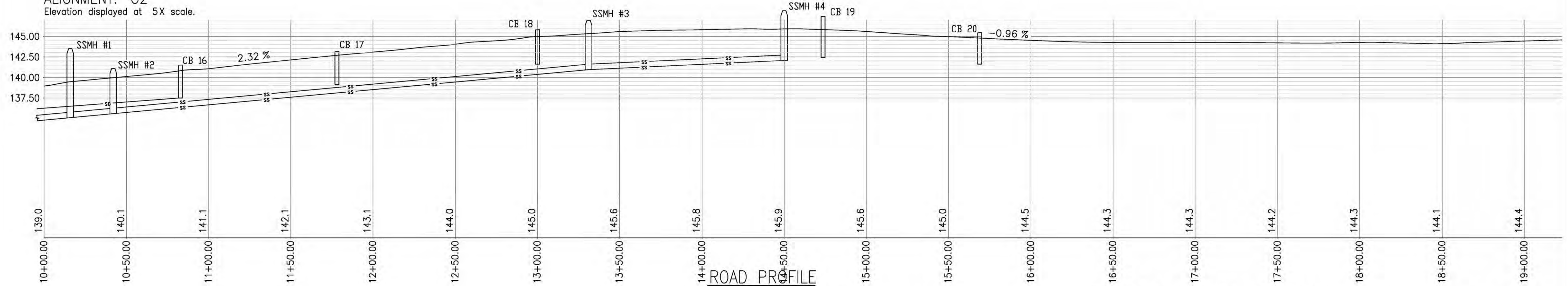


STORM CB	DRAIN TO CB	TABLE PIPE SIZE	LENGTH	SLOPE
#16	#17	12"	98	.0168
#17	#18	12"	117	.0210
#18	#19	12"	180	.0050
#19	#20	12"	97	.0050

CATCH BASIN TABLE						
CB	STATION	LOCATION	RIM	I.E.	GRATE	TYPE
#1	13+61.4	30.3'	RT	147.62'	143.20'	STD GRATE
#16	10+82.8	20.6'	RT	141.50'	137.50'	STD GRATE
#17	11+78.1	19.1'	RT	143.15'	139.15'	STD GRATE
#18	13+00.7	23.1'	RT	145.80'	141.61'	STD GRATE
#19	14+73.5	38.5'	RT	147.50'	142.51'	STD GRATE
#20	15+69.0	37.6'	RT	146.41'	140.00'	STD GRATE

ALIGNMENT: 02

Elevation displayed at 5X scale.



SCALE: 1"=30' HORIZ./ 1"=6' VERTICAL

INFORMATION ONLY

Rev. — December 13, 2016

REVISIONS & DESCRIPTIONS		BY	DATE		HERRIGSTAD ENGINEERING & SURVEYING DALE K. HERRIGSTAD P.E., P.L.S. 4320 WHISTLE LAKE ROAD ANACORTES, WA 98221 (360) 299-8804	SR-20 SPUR / Oakes Avenue 48 North PUD Anacortes / Skagit County		MP 54.31 to MP 54.46 August 2016	C1
						CONSTRUCTION PLANS		SHEET 1 OF 1	

SR 20 SPUR (OAKES AVE)

48"

ONE LANE ROAD AHEAD

48"

W20-4

48"

ROAD WORK AHEAD

48"

W20-1

48"

BE PREPARED TO STOP

48"

W20-7B

48"

W20-10

(1) ALL SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMPS, AT-GRADE INTERSECTIONS AND DRIVEWAYS.
(2) THIS SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

50' TO 100'
6 DEVICE
MIN.

The diagram illustrates four diamond-shaped traffic signs, each measuring 48 inches on all sides. The signs are arranged in a row, with their respective codes below them:

- W20-7A:** A green pedestrian crossing sign showing a black silhouette of a person walking.
- W20-7B:** A white sign with black text that reads "BE PREPARED TO STOP".
- W20-4:** A white sign with black text that reads "ONE LANE ROAD AHEAD".
- W20-1:** A white sign with black text that reads "ROAD WORK AHEAD".



1. ALL SIGNS ARE BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.
2. MOTORCYCLES USE EXTREME CAUTION SIGNS (W21-1701) SHALL BE INSTALLED WHEN THE FOLLOWING ROADWAY CONDITIONS EXIST:
 - A. ABRUPT LANE EDGE (W21-801)
 - B. GROOVED PAVEMENT (W8-2001)
 - C. FRESH OIL (W21-2)
 - D. LOOSE GRAVEL (W8-7)

MOTORCYCLE WARNING SIGN (W21-1701) AND SPECIFIC CONDITION SIGNS SHALL BE INSTALLED AT 1 MILE SPACING BEFORE THE HAZARD AND THROUGHOUT THE WORK ZONE. SIGNS SHALL BE REMOVED WHEN CONDITION NO LONGER EXISTS

3. ALL CHANNELIZING DEVICES SHALL HAVE TYPE C LIGHTS AT NIGHT.
4. DURING HOURS OF DARKNESS, FLAGGING STATIONS SHALL BE ILLUMINATED

SR 20 SPUR MP 54.31 to 54.46
NOT TO SCALE

**Washington State
Department of Transportation**

SR 20 SPUR / OAKES AVENUE
MP 54.31 TO MP 54.46
PAVING STRIPING & ADA

TRAFFIC CONTROL PLANS

LAN REF NO
TC1

SHEET
1
OF
1
SHEETS

EXHIBIT #05

**APPLICANT RESPONSE TO COMPLIANCE
WITH CITY COUNCIL'S FINDINGS OF
FACT, CONCLUSIONS OF LAW, AND
DECISION**

48 NORTH ON FIDALGO ISLAND LLC

PUD-2015-0003

Compliance with Findings of Facts

Dated March 21, 2016

THE FOLLOWING ARE THE ENGINEERING RESPONSE TO HOW THE FINDINGS ARE MET BY THE ENGINEERING DESIGN

I. DECISION:

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 Comprehensive Plan, and the Anacortes Municipal Code (AMe), the City Council approves the subject preliminary plat, preliminary PUD, code modification(s), & ROW dedication subject to the following conditions of approval:

1. Grading shall not adversely impact adjacent properties.
The grading does not extend to the property lines.

2. Provide a Traffic Control Plan (Current MUTCD Manual) prior to any construction taking place in the public right-of-way for approval by the City of Anacortes' Public Works Department.
A traffic control plan has been completed to WSDOT specifications and is approved by WSDOT related to the work being completed in the SR20 SPUR Right of way.

3. Pursuant to RCW 58.17.140(3), a final plat and PUD meeting all of this requirements of this chapter shall be submitted to the City of Anacortes Planning Department for approval within five (5) years from the date of preliminary approval that is listed below. Notwithstanding, the preliminary plat and PUD approval becomes null and void.

We have submitted for preliminary plat with in the 5-year window.

4. Before final plat and PUD submittal or approval, the project land surveyor shall place the respective property corners of the subject property.
Property Corners have been located and set.

5. The applicant shall be responsible for reimbursement to the City for the cost of posting, mailing and publication of the public hearing associated with the subject applications. Payment shall be made prior to final plat and PUD submittal or approval is given.
Applicant has reimbursed the City for costs related to mailings, hearings and application receipt submitted.

6. Fire Hydrants are to be located as approved by the City of Anacortes Fire Chief. Fire flows shall be addressed in a manner acceptable to the Fire Chief and the City of Anacortes Public Works Department.
Noted.

7. Mailbox locations shall be reviewed and approved by the City of Anacortes Public Works Department and the U.S. Postal Service.
Mailbox location was approved by Public Works and Postmaster, mailboxes purchased receipts submitted, installation complete.

8. Development shall comply with the revised landscape plan. Landscaping shall be in place and complete before building permit certificate of occupancy will be issued.
Noted, required trees shown on the 48 North landscape/revised tree plan dated Feb 9, 2017 (submitted as part of this application) most of the required landscape will be planted during the development phase, the remaining trees will be planted during the individual home landscape and will be complete prior to receiving certificate of occupancy.

48 NORTH ON FIDALGO ISLAND LLC

PUD-2015-0003

Compliance with Findings of Facts

Dated March 21, 2016

9. 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.

Noted.

10. 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 on the final plat and PUD map.

Noted on Final Plat drawings sheet 3 PUD and PLAT CONDITIONS #1.

11. A note shall be added to the final plat and PUD map that reads as follows:

ZONING INFORMATION:

Underlying Zone:	Residential District (R2)
Zone's Minimum Lot Size:	7,500 Square Feet
Gross Acreage:	7.48 Acres (included 1/2 abutting ROW)
Net Acreage:	.20 Acres
Zone's Maximum Density:	4 Dwelling Units (DU) per Gross Acre
Density Calculation:	4 DUX 7.48 Acres = 29.92, rounded to 30 DU
Proposed Lots:	30 Lots +1 Community Park

SETBACKS:

Front Yard:

For lots 3-17 only, the front setback is 10 feet for the residence & 20 feet for garages.
All other lots must meet the 20 foot front yard setback for the R2 Zone.

Rear Yard:

For lots 3-17 only, the rear setback is increased from 20 feet to 30 feet.
All other lots must meet the 20 foot rear yard setback for the R2 Zone.

Side Yard:

- All lots shall meet the R2 side yard setback requirements for the R2 Zone.

Noted for Final Plat, information is on the face of plat sheet 3 #2.

12. Due to the proximity that the subject development is from the existing airport owned and operated by the Port of Anacortes. The applicant will need to work with the Federal Aviation Administration (FAA) and Port of Anacortes to complete the requisite paperwork prior to final plat and PUD submittal or approval is given.

Additionally, there is an Avigation Easement 732440 recorded with Skagit County with the subject property. Accordingly, the applicant/landowner will need to meet FAA rules and regulations including but not limited to height when constructing within close proximity to an airport.

We have met with the Port and corresponded with the FAA. No special requirements, permits, or approvals were required by either agency. We are well below their "fly zone" this a non-issue.

13. Automatic fire sprinkler systems may be required for each residence as required by the Fire Marshall.
The 12% Maximum Grade was achieved in the design.

14. The project geotechnical engineer -GeoEngineers shall review the construction drawings to confirm the proposed roadway design and raingardens are consistent with LID standards.

Complete all test results to date have been submitted to the City Planning and Public Works departments.

48 NORTH ON FIDALGO ISLAND LLC

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Compliance with Findings of Facts

Dated March 21, 2016

15. A homeowner's association shall be established and be responsible for the maintenance of the raingardens, community park, & Native Growth Protection Easement. A note to this effect shall be shown on the face of the final plat and PUD.

Noted for Final Plat. There are no NGPE Easements on this plat proposed, approved, or recorded. It has been noted on sheet 3 #3 and in the CC&Rs the rain garden/bio retention cell "Tract A", landscape buffers "Tract B" and Community Park "Tract C" are the responsibility of the homeowners association.

16. Development shall comply with the Mitigated Determination of Non-Significance (MDNS that was issued February 17, 2016 as follows:

A. Erosion control, dust control, and best management practices shall be employed during construction /development activities as required by both the Building and Public Works Departments (MDNS Condition #1).

Completed.

B. Orange construction fencing shall be installed at the project boundary's clearing limits (MDNS Condition #2).

Completed.

C. A grading permit is required for earthwork consisting of fifty (50) or more cubic yards (MDNS Condition #3).

Completed.

D. All applicable permits shall be secured before any construction activities begin onsite (MDNS Condition #4).

Completed.

E. Those trees designated for retention on the submitted tree preservation plan shall be protected before and during site development and construction through adherence to AMC § 16.50.100. Chain link fencing (or other sturdy construction fencing) attached to concrete blocks shall be erected along the drip line (plus 6 feet) of each of the trees designated for retention on the plan" (MDNS Condition #5)

Completed.

F. Before any site development /grading and/or construction activities occur on the subject property the applicant shall contact the Department of Planning, Community, and Economic Development to arrange a tree fence inspection (MDNS Condition #6).

Completed.

G. The applicant shall plant a minimum of 108 additional trees onsite in order to comply with the minimum number of tree credits required per AMC Chapter 16.S0 that is discussed in the submitted Tree Assessment & Preservation Plan. At time of final plat and PUD submittal, the applicant shall submit a revised site plan showing the location of the additional trees required for planting (MDNS Condition #7).

A tree plan and landscape plan have been submitted meeting all COA requirements and preliminary plat requirements.

17. Development shall comply with the Public Works Department including but not limited to:

A. A clearing and grading plan consistent with City requirements shall be submitted by the applicant for review and approval by the City of Anacortes Planning\Building and Public Works Departments prior to any construction activities taking place on or off-site.

Completed.

B. A Large Parcel Storm Water Plan and Water Quality Control Plan consistent with City requirements shall be submitted by the applicant for review and approval by the Planning\Building and Public Works Departments prior to any construction activities taking place on or off-site.

Completed.

C. Construction activities may require an NPDES Construction Storm Water Discharge Permit issued by the Department of Ecology prior to any construction activities taking place on or off-site.

Permit obtained WAR304158, monitoring in place, inspection reports have been submitted to Planning and Public Works Departments.

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Dated March 21, 2016

D. Clearing activities may require a logging permit issued by the Department of Natural Resources prior to construction activities taking place on or off-site.

Permit was approved by WA DNR copies have been submitted to the planning department.

E. This project is required to obtain a General Construction Permit from the Washington State Department of Transportation for all road crossings and work adjacent to and on Oakes Avenue.

WSDOT Channelization and Traffic plans are approved, copies submitted to the planning department.

F. Prior to any clearing/fill/grade work beginning, construction civil plans consistent with the City of Anacortes Engineering Development Standards, including but not limited to, Clearing and Grading Plan, Erosion Control Plan, Site utility/infrastructure improvements Plan, Roadway Improvements Plan, Signage Plan, Street Lighting Plan and other plans and/or information required by the City Planning/Building and Public Works Departments shall be submitted for review and approval.

Completed.

G. Engineering and Inspection fees in the amount of \$500.00, plus 2% of the total estimated construction cost shall be due upon civil plan approval. No construction activity is allowed until the construction plans are approved, all fees have been paid and a preconstruction conference held.

Completed.

H. Prior to the final plat approval, all infrastructure improvements shall be completed as required by the City of Anacortes Public Works Director and a 2-year Maintenance Bond in place. The 2-year Maintenance Bond is 10% of the actual construction cost.

This item is in process.

I. Fire Hydrants are to be located as approved by the City of Anacortes Fire Chief. Fire flows shall be addressed in a manner acceptable to the Fire Chief and the City of Anacortes Public Works Department.

Completed.

J. Water main shall be extended from the west (Allen Court) along the frontage of Oakes Avenue to the most easterly boundary of the property to allow for future extension by others.

Completed.

K. All Water Easements shall be 20-foot minimum width and dedicated to the City of Anacortes. Any future encroachments into the easements by the adjacent properties shall be required to apply for an encroachment agreement from the City of Anacortes Public Works Department.

Reflected in design, completed and shown on Final Plat.

L. Sanitary Sewer Conveyance system shall be extended from the west (Allen Court) along the frontage of Oakes Avenue to the most easterly boundary of the property to allow for future extension by others.

Reflected in design, completed and shown on Final Plat.

M. All Sanitary Sewer Easements shall be 20-foot minimum width and dedicated to the City of Anacortes. Any future encroachments into the easements by the adjacent properties shall be required to apply for an encroachment agreement from the City of Anacortes Public Works Department.

Reflected in design, and on Final Plat.

N. All Sanitary Sewer structures shall have vehicular access, including but not limited to: 1) A 12-foot minimum width access road with an approved all-weather surface asphalt road, or other approved Low Impact Development Best Management Practice design, 2) Meeting the minimum structural requirements for Access Road approved by the City of Anacortes.

Reflected in design and complete.

O. Storm Drainage Conveyance system shall be extended from the west (Allen Court) along the frontage of Oakes Avenue to the most easterly boundary of the property to allow for future extension by others.

Reflected in design and complete.

P. Storm water conveyance both on-site and off-site shall comply with City Storm drainage requirements.

Reflected in design and complete.

Q. The developer shall provide suitable drainage facilities for any surface run-off affecting the subdivision, per Anacortes Municipal Code 16.20.070.

Reflected in design and complete.

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R. Provisions shall be made to accommodate for a Public Transit stop along Oakes Avenue. The Developer shall work with the Planners from Skagit Transit to determine a location.

This has been discussed with Skagit Transit, they do not want a bus stop in or near 48 North, (comments from Brad Windler of Skagit Transit were submitted to the planning department)

S. Roadway horizontal alignments shall be designed to allow for proper sight distances.

Reflected in design, approved and complete.

T. Mailbox locations shall be reviewed and approved by the City of Anacortes Public Works Department and the U.S. Postal Service.

Mailbox location is approved by Public Works and USPS, mailboxes are purchased receipt submitted to planning for purchase installation is complete.

U. Street lighting shall be required at both ingress and egress of the project. Street lighting shall be energy efficient and shall limit glare and/or emission of light downward to the street and front yard areas. Street lighting will be installed per PSE Schedule 53, Option "B". Lighting fixtures and design shall be approved by the Public Works Director. Shields may be necessary to reduce impacts to adjacent properties.

Street lighting design approved by PSE and COA, lights are on order should be installed in a couple of weeks, receipt for purchase has been submitted to the planning department.

V. Sanitation, recycling and compost collection will be at curb side of each parcel serviced.

Noted.

W. Internal roadway shall be required to provide for:

1. 40-foot Public Right-of-Way
2. A minimum of 28-feet of paved asphalt.
3. Maximum grade of 12%. Unless a steeper grade of 15% is approved by the City Council as required under the Anacortes Municipal Code.
4. With 5-foot sidewalk on one side of the road.

All requirements are reflected in the design and noted on the plat.

X. Oakes Avenue, along the frontage of this project is required to provide for:

1. An appropriately designed left hand turn lane and related transitions shall be designed and constructed to meet the requirements of the Washington State Department of Transportation and the City of Anacortes Public Works Department.

Reflected in design and approved. We are bonding paving and striping until weather improves.

2. Public Works Department supports the proposed 30 MPH change from 40 MPH as requested by the Developer. The revised speed limit change will need to be approved and implemented by the Washington State Department of Transportation. The current speed limit is posted 40 MPH and the improvements should be designed accordingly.

Noted.

3. Cement Concrete Traffic Curb and Gutter with a 5-foot minimum sidewalk shall be extended from the west (Allen Court) along the frontage of Oakes Avenue to the most easterly boundary of the property to allow for future extension by others.

Complete.

4. Due to the inconsistency of the asphalt edge along Oakes Avenue, the project will need to pave a minimum of 8-feet to obtain slope from the existing asphalt to the new curb as determined by the City of Anacortes and the Engineer of Record.

This work will be bonded and pending weather suitable for paving.

18. Before final plat and PUD submittal or approval is given, the applicant shall submit a revised Tree Preservation Plan that shows all existing trees designated for retention in the submitted plan plus the 108 additional trees required to be planted.

Complete (refer to revised tree and landscape plan dated February 9, 2017)

48 NORTH ON FIDALGO ISLAND LLC

PUD-2015-0003

Compliance with Findings of Facts

Dated March 21, 2016

19. Pursuant to AMC 16.50.120(D), the applicant shall record a notice with the Skagit County Auditor's Office which provides a public record of any approved tree preservation plan and conservation areas; the application of this title to the property; and that limitations on actions in or affecting the property may exist. A note to this effect shall also be listed on the face of the final plat and PUD referencing the respective Auditor File Number (AFN) for the recorded Tree Preservation Plan [as revised].

This is noted on final plat sheet 1 #2 under Notes and will be recorded at final plat.

20. Additionally, those trees shown in the Revised Tree Preservation Plan must also be shown on the face of the plat and PUD prior to submittal or approval is given. The trees designated for retention shall be clearly shown in relation to the lot's property lines.

This requirement will significantly affect the clearness of the Final Plat Drawing and is extremely redundant due to item #19 which requires the Tree Preservation Plan to be recorded with Final Plat. If the COA wants this requirement I will add, but feel it will be a big mistake.

21. Before final plat and PUD submittal or approval is given, a note shall be added to the face of the plat/PUD that states:

- A. The maximum permitted height for Lot 15 shall be restricted to twenty-five (25) feet from the high point on the property (NE corner) of existing grade.

Noted for Final Plat reflected on the plan sheet 3 #6 PUD and Plat Conditions.



48 North On Fidalgo Island LLC
Nels Strandberg

2/15/17

Dated

EXHIBIT #06

COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&RS)

AFTER RECORDING, RETURN TO:
Hugh Lewis, Attorney at Law, P.C.
2200 Rimland Drive, Suite 115
Bellingham, WA 98226
(360) 392-2880

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND RESERVATIONS FOR
48 NORTH PUD

TITLE OF DOCUMENT:	DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR 48 NORTH PUD
GRANTOR:	48 NORTH ON FIDALGO ISLAND, L.L.C.
GRANTEE:	THE GENERAL PUBLIC
ABBREV. LEGAL DESCRIPTION:	LOTS 1-30 & TRACTS A, B & C, 48 NORTH PLAT & PUD, AF#_____
FULL LEGALS APPEAR:	P. 1
TAX PARCEL NOS.:	P31681 / 350122-4-004-0000

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ARTICLE I

IDENTIFICATION OF DECLARANT AND PROPERTY; PURPOSE

1.1. Identification of Declarant and Property.

48 NORTH ON FIDALGO ISLAND, L.L.C., a Washington Limited Liability Company hereinafter referred to as the "Declarant," is the owner in fee simple of the land described in Section 1.2 hereof, together with all improvements, easements, rights and appurtenances thereunto belonging (all collectively referred to hereinafter as "the Property").

1.2. Identification of Platting Documents, Community & Property Burdened by Covenants.

1.2.1. Platting Documents.

The Declarant has recorded with the Auditor of Skagit County, Washington a certain subdivision plat map showing the location and dimensions of various lots and/or tracts and Common Areas within the Property, together with other necessary information; this plat map is hereinafter referred to as the "PUD Plat"; the PUD Plat is recorded at Auditor's File No. _____.

1.2.2. Legal Description of Land Burdened by Covenants.

The land burdened by this Declaration of Covenants includes the Lots and Tracts included in the PUD Plat described above; the land included within the PUD Plat is legally described as follows:

Lots 1 through 30, inclusive, and Tracts A, B & C, 48 North Plat & PUD, as per the map thereof recorded _____, 2017 under Auditor's File No. _____, records of Skagit County, Washington.

1.2.3. Identification of the Community.

All such Lots and Tracts, and any other Common Areas identified in the PUD Plat shall be known collectively as the "Community" which also shall be known as "48 North PUD."

1.3. Purpose.

This Declaration of Covenants, together with the PUD Plat referred to herein, state covenants, conditions, restrictions and reservations intended by the Declarant to effect a common plan for the development of the Property mutually beneficial to all of the described Lots. These covenants, conditions, restrictions, reservations and plan are intended to become, and by the recordation of this instrument shall be conclusively deemed to be legal and equitable servitudes which shall run with the land of the Property and shall be binding upon the entire Property and upon

each such Lot therein as a parcel of realty, and upon its Owners, their family members, their heirs, personal representatives, successors and assigns, and their tenants, licensees and other lawful occupants, through all successive transfers of all or part of the Property or any security interest 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 Lots under security instruments, or of any forfeiture, foreclosures, or sales instituted for nonpayment of government tax, levy or assessment of any kind.

ARTICLE II

DEFINITIONS

2.1. "Assessment" means all sums chargeable by the Association against a Lot including, without limitation: (a) Regular, Special and Specially Allocated Assessments for Common Expenses imposed by the Association; (b) interest and late charges on any delinquent account; and (c) all costs of collection, including without limitation reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

2.2. "Association" or "Owners Association" means the nonprofit corporation described in Article VII, to be incorporated at the direction of the Declarant to manage the Common Areas of this Community and enforce the provisions of the Governing Documents.

2.3. "Board of Directors" means the body with primary authority to manage the affairs of the Association.

2.4. "Common Areas" means those portions of the property within the Community so designated on the PUD Plat, along with any other real property owned by the Association or for which the Association has maintenance responsibilities under this Declaration of Covenants. Common Areas are further defined and described in Article V hereof.

2.5. "Common Expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves; without limitation, such expenses include those necessary or desirable for maintaining, repairing, replacing, insuring or managing the Common Areas, along with taxes, other insurance, professional services and all other goods and services provided by the Association to its members.

2.6. "Common Expense liability" means the Lot's proportionate share of the Association's Budget for Common Expenses, which is allocated to each Lot pursuant to Section 10.1 of this Declaration of Covenants.

2.7. "Community" means all the Property described in Section 1.2 hereof, along with all the improvements constructed therein, the Association, and all other institutions and things serving the Owners of Lots therein.

2.8. "Conveyance" means any transfer of the ownership of a Lot, including a transfer by deed or by real estate contract, but shall not include a transfer solely for security.

2.9. "Declarant" means the entity, person or group of persons acting in concert who (a) executes this Declaration of Covenants, or (b) who succeeds to any Special Declarant Right under this Declaration of Covenants as a Successor Declarant.

2.10. "Declarant control" means the right of the Declarant or persons designated by the Declarant to appoint and remove officers and members of the Board of Directors or to veto or approve a proposed action of the Board or Association pursuant to Sections 8.1 and 16.6 of this Declaration of Covenants.

2.11. "Declaration of Covenants" means this document, which facilitates the creation of this Community; the term also includes any lawful amendments to this document.

2.12. "Development Plan" means any formal plan of development, however termed under the PUD Ordinance described in Section 3.1 hereof, approved by the City of Anacortes. The term also includes any amendments thereto approved by applicable governmental entities.

2.13. "Dwelling" means the principal housing structure constructed on a Lot by or under the direction of the Declarant.

2.14. "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a mortgage or a deed in lieu thereof.

2.15. "Governing Documents" means this Declaration of Covenants, the PUD Plat, the Articles of Incorporation and Bylaws of the Association, along with any Rules and Regulations adopted by the Board of Directors.

2.16. "Governing Law" means the Washington Homeowners Association Act (Chapter 64.38 RCW, the "Act") or any successor statute, and any amendments thereto.

2.17. "Lot" means a physical portion of the Community designated for separate ownership, the boundaries of which are depicted on the PUD Plat.

2.18. "Lot Owner" means the Declarant or any other person who owns a Lot, but does not include a person who has an interest in a Lot solely as security for an obligation. "Lot Owner" means the vendee, not the vendor, of a Lot under a real estate contract.

2.19. "Mortgage" means a mortgage, deed of trust or real estate contract.

2.20. "Person" means a natural person, corporation, partnership, limited partnership, trust, governmental Community or agency, or other legal entity.

2.21. "Property" or "the Property" means all the real property described as being contained within the PUD Plat and, where appropriate, includes all real property which may be from time to time either added to the Community by the Declarant or acquired by the Association pursuant to Section 8.2.3 hereof.

2.22. "Residential purposes" means use for dwelling and human habitation, whether on an ownership, rental or lease basis and for reasonable social, recreational or other uses normally incident to such purposes.

2.23. "Special Declarant Rights" means rights reserved for the benefit of the Declarant: (a) to complete improvements indicated on the PUD Plat; (b) to maintain sales offices, management offices, signs advertising the Community, and models; (c) to use easements through the Common Areas for the purpose of making improvements within the Community; (d) to appoint or remove any officer of the Association or any member of the Board of Directors; or (e) to veto or approve a proposed action of the Board or Association during any period of Declarant Control reserved in this Declaration of Covenants. Special Declarant Rights are described in Section 16.6 hereof.

2.24. "Specially Allocated Assessment" means an assessment made by the Association against one or more but fewer than all of the Lots pursuant to Section 10.1.7 of this Declaration of Covenants.

2.25. "Upkeep" means any care, inspection, maintenance, operation, repair, repainting, remodeling, restoration, improvement, renovation, alteration, replacement and reconstruction that is required to maintain property in a decent, safe and sanitary condition, in keeping with the high standards of the Community.

ARTICLE III

DESCRIPTION OF DEVELOPMENT PLAN AND AMENITIES

3.1. Development Plan.

The Lots in this Community were authorized to be created by the City of Anacortes under Chapter 16.40, Anacortes City's Municipal Code [the "PUD Ordinance"], subject to certain conditions established in City of Anacortes File No. PUD-2015-0003. Such conditions appear in full on the face of the PUD Plat, but several such conditions are reproduced in the text of the Covenants that follow.

3.2. Location and Amenities.

The Community is located on the south side of Oakes Avenue between the Felt Property described in Section 16.5 hereof and Eagle View Court. The Anacortes Airport abuts property within the Community to the east. A Community Park located within the Community near its

entrance is designed to provide open space and recreational values to the Community. The project site is located on a hillside overlooking Guemes Channel; as a result, many of the Lots in the Community enjoy scenic views that these Covenants, and certain covenants burdening adjacent and nearby properties to the west and north, are designed to protect to some degree. See Sections 4.6, 5.6 and 16.5 for further detail.

3.3. Municipal Services.

The Lots in the Community are served by a public road known as Latitude Circle. Electric power is provided by Puget Sound Energy. Telecommunications facilities will be provided by Comcast/XFINITY. Fire protection is provided by the City of Anacortes. Police protection is provided by the City. Water is supplied by the City. Sanitary sewerage services are also provided by the City. Stormwater collection and treatment are provided through a combination of a Rain Garden facility constructed within the Tract A Entry Feature adjoining the entrance to the Community and conveyance facilities maintained by the City of Anacortes.

3.4. Community Association Provides Upkeep to Common Areas.

The Association described in Section 7.1 hereof is charged with responsibility to provide Upkeep to the Community Park [Tract C] two landscaped Entry Features [Tracts B and C] and certain retaining walls in the Community, in perpetuity. Tract A contains a Rain Garden stormwater facility that must be specially maintained. See Sections 6.1, 6.2 and 6.3 hereof for further details.

ARTICLE IV

RESIDENTIAL LOTS

4.1. Number and Location.

The Community contains thirty (30) Lots zoned for residential use that are depicted on the PUD Plat. The location of those Lots and their dimensions are shown on the PUD Plat.

4.2. Initial Construction of Dwellings and Other Improvements Within Lots.

Dwellings and related improvements, including fencing and accessory structures, will be constructed within the Lots by or under the direction of the Declarant, according to a common design scheme established by the Declarant. Declarant shall have exclusive control of the design review process. No manufactured homes are permitted. Any addition, alteration or improvement upon any Lot shall be consistent with the Declarant's original scheme, and shall be constructed in accordance with the building code and other ordinances of the City of Anacortes.

4.3. Limitations on Construction Within Easements.

No permanent building, deck or other structure shall be constructed within the easement areas on the Lots depicted on the PUD Plat. Note that the Avigation Easement described in Section 16.4 hereof also contains unique limitations on construction more fully described therein.

4.4. Upkeep of Lots.

Each Lot Owner, at his or her sole expense, shall have the right and the duty to keep the Lot, its Dwelling and all other improvements in good order, condition and repair and shall do all Upkeep, decorating, landscaping and painting at any time necessary to maintain its good appearance and condition. Each Owner shall perform this Upkeep responsibility in such manner as shall not unreasonably disturb other Occupants or interfere with rights of the other Owners.

4.5. Damaged Improvements.

If a Dwelling or other major improvement located upon a Lot is damaged or destroyed, the Owner thereof shall restore the site either (i) by repairing or reconstructing such building or improvement in a manner generally consistent with the architectural appearance of the structure prior to its loss or damage, or (ii) by clearing away the debris and restoring the site to an acceptable condition compatible with the remainder of the Property. Unless the Board of Directors permits a longer time period, such work must be commenced within four months after the casualty and be substantially completed within twelve months after the casualty. The four-month period may be extended for a reasonable period thereafter in the event that repairs or reconstruction have not commenced because of factors beyond the control of the Owner, provided that the Owner has exercised and does thereafter continue to exercise due diligence in an effort to commence required work.

4.6. View Protection Covenants Affecting Construction, Trees and Vegetation.

4.6.1. Restrictions on Siting and Height of Improvements Within Lots.

Scenic views available from most Lots shall be protected through the positioning of the Dwellings on the other Lots by the Declarant in locations that minimize the impact of constructed improvements within the Community on views available to Lots lying further uphill, and by restricting the height of the Dwellings and other improvements within the Lots. The Declarant's decisions in regard to the siting of Dwellings and placing limits on the height of Dwellings and other structures within a Lot shall be conclusive and not appealable. The locations of improvements and any height limitations approved by the Declarant and incorporated into initial construction of Dwellings and other structures may not be altered by an Owner following the initial construction of improvements within a Lot that interferes with scenic views from other Lots, in the absence of the advance written consent of all affected Lot Owners. Notwithstanding the foregoing, these Covenants

do not affect the rear yard areas of Lots 4 through 17, except to the extent controlled by the Avigation Easement described in Section 16.4 hereof.

4.6.2. Restrictions on Height of Trees and Vegetation Within Lots.

Following the construction of a Dwelling structure on a Lot, its Owner(s) shall endeavor to preserve mature trees on the Lot and properly maintain any landscaping vegetation on the Lot, so as to enhance the appearance and value of the Lots in the Community and to prevent the spread of noxious weeds. Nevertheless, no trees or other landscape vegetation planted within the Lots [other than within the rear yards of Lots 4 through 17] shall be permitted to grow to a height greater than the ridge of the roof of the Dwelling on the Lot. See Section 9.1.4 for further details.

4.6.3. Compliance.

The provisions of this Section 4.6 shall be construed so as to be consistent with the terms of the Avigation Easement described in Section 16.4 hereof. Any violation of these provisions is expressly declared to be a nuisance. The Association and/or any affected party may maintain an action in a court of competent jurisdiction to abate or enjoin any such violation; the prevailing party in any such action shall be entitled to an award of attorneys' fees and costs.

ARTICLE V

COMMON AREAS

5.1. Common Areas.

The Common Areas of the Community consist of Entry Features [Tracts A and B on the PUD Plat] with associated retaining walls, a Community Park [Tract C on the PUD Plat] with an associated retaining wall, and some other common retaining walls. The Entry Features consist of landscaped areas located on either side of the entrance to the Community off of Oakes Avenue. The Tract A Entry Feature also contains a Rain Garden stormwater collection and treatment facility that requires periodic maintenance by the Association, as described more fully in Section 6.2 hereof. The Community Park is located across the road from the Entry Features; provisions for the use and Upkeep of the Community Park appear in Section 6.1 hereof. Provisions for Upkeep of retaining walls appear in Section 6.3 hereof

5.2. Maintenance, Repair and Replacement.

The Association, through its Board of Directors, is and shall remain perpetually responsible for all Upkeep of all the Common Areas.

5.3. No Interference with Common Areas.

No Lot Owner or Occupant shall obstruct any of the Common Areas nor shall any Lot Owner place or cause or permit anything to be placed on or in any of the Common Areas without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Areas except with the prior written consent of the Board of Directors. See Article VI of this Declaration for further restrictions on uses of the Community Park and Entry Features.

5.4. Upkeep By Association.

The Association is responsible for all necessary maintenance, repair, and replacement of the Common Areas. Provisions relating to Upkeep of the most important Common Areas, known as "Principal Common Amenities," appear in Article VI hereof.

5.5. Schedules for Preventative Maintenance.

The Board, with the assistance of the Association's Manager and/or other competent professionals, shall develop a schedule of routine Preventative Maintenance for all components of the Common Areas which require same, establishing appropriate times during each year when such maintenance should occur, and identifying qualified employees, agents or contractors to conduct such inspections and Preventative Maintenance.

5.6. Trees and Vegetation in Common Areas.

5.6.1. Height Limitations.

Trees and vegetation located in the Common Areas shall be maintained by the Association such that they shall not be permitted to grow to heights that are greater than [a] a height which would interfere with scenic views available to any Lot in the Community, or [b] a height that would violate the provisions of the Avigation Easement described in Section 16.4 hereof. Presumptively, a maximum height of ten feet (10') would apply to any and all such trees and vegetation.

5.6.2. City Requirements.

Mature trees and new trees planted by or on behalf of the Declarant that are located within the Common Areas shall be preserved by the Association. Such trees are depicted schematically on the Landscape Plan attached hereto as Exhibit A. The Landscape Plan was approved by the City of Anacortes pursuant to Anacortes Municipal Code §16.50.050, as a condition to the platting and development of the Community. The Landscape Plan requires the preservation of certain existing trees and the planting of additional trees to meet the City's minimum vegetation requirements for new development, as described in a "Tree Preservation & Assessment Plan" prepared by Urban Forestry Services Inc., dated August 12, 2015. The City retains the right to

enforce such requirements against the Association. Changes to the Landscape Plan, including the removal of trees depicted on the Landscape Plan, require the advance written approval of the City.

5.7. Perpetual Existence - Rights of The City of Anacortes.

The restrictions contained in this Article VI shall exist in perpetuity. No changes in the uses described herein for any of the Common Areas may occur without the advance written approval of the City of Anacortes. The City reserves the right to enter upon the Property to inspect the Rain Garden portions of the stormwater system and to perform necessary maintenance thereto should the Association fail to do so.

ARTICLE VI

SPECIAL USE AND UPKEEP PROVISIONS

6.1. Use and Upkeep of Community Park.

6.1.1. Use of Community Park – Tract C.

The Community Park is designed for low-impact recreational uses, and for the protection of trees and other vegetation, to preserve and enhance the aesthetic and environmental values of the Community. Owners and Occupants of the Planned Community may use the walkway and other open portions of the Park for wildlife viewing, picnicking and other low-impact recreational uses. Reasonable rules and regulations adopted by the Board may further restrict the use of all or any portion of the Park in order to promote its open space value to the Community. The dumping of debris, yard waste or organic matter in this area is prohibited.

6.1.2. Upkeep of Community Park Area.

Open Space features and native vegetation shall be protected during construction. Where damage may occur due to construction actions, temporary fences shall be installed. Trees and vegetation damaged during construction shall be replaced. The height of trees and vegetation shall be maintained so as to be consistent with Section 5.6 hereof. Walking paths and other recreational features shall be properly maintained to promote uninterrupted long-term use of such facilities.

6.2. Upkeep of Rain Garden Facility.

All necessary Upkeep of the Rain Garden facility and any other portions of the Stormwater System not maintained by the City of Anacortes shall be conducted by the Association in accordance with provisions of the Operations and Maintenance Manual prepared by Herrigstad Engineering, dated <?>, a copy of which is attached hereto as Exhibit “B”, and otherwise in accordance with the DOE Stormwater Management Manual for Western Washington [“DOE Stormwater Manual”], as the same may be updated from time. The Association shall consistently engage the services of

qualified personnel to perform Upkeep to the Stormwater System, and shall maintain provisions in its Budget to ensure that adequate funding shall always exist for such purposes.

6.3. Upkeep of Retaining Walls.

The retaining walls supporting the Entry Features, the Community Park and <??> require periodic inspections to determine whether they require repairs or replacement. At least annually, the Association shall cause a visual inspection to be made of all such retaining walls. Any necessary Upkeep to such retaining walls shall be performed promptly. The retaining walls supporting the Entry Features in Tracts A and B are located in part in portions of the right of way of Oakes Avenue and are subject to certain conditions appearing in an Encroachment Permit issued by the City of Anacortes. All such conditions are binding on the Association. The Association shall consistently engage the services of qualified personnel to perform Upkeep to the retaining walls, and shall maintain provisions in its Budget to ensure that adequate funding shall always exist for such purposes.

ARTICLE VII

OWNERS ASSOCIATION

7.1. Name and Form of Association.

The name of the Association shall be the "48 North Association." The Association has been or will be incorporated by the Declarant as a non-profit corporation under the laws of the State of Washington. The rights and duties of the members and of said corporation shall be governed by its Articles of Incorporation, the provisions of the Ordinance and of the Governing Documents. The Association shall remain organized as a profit or nonprofit corporation. In case of any conflict between Chapter 24.06 RCW, the Nonprofit Miscellaneous and Mutual Corporations Act, and the Governing Law, the Governing Law shall control.

7.2. Powers & Duties of Association.

7.2.1. Duties & Responsibility of Association.

The business of the Association shall be to maintain, repair, replace and manage the Common Areas of the project, to provide necessary insurance coverage, and to enforce provisions of the Governing Documents to preserve the long-term value of the Property for the benefit of the Lot Owners. In particular but without limitation, the Association shall provide Upkeep to all the Common Areas in the Community, and shall have the authority to compel compliance with all the covenants, conditions and restrictions in the Governing Documents, including without limitation those which protect scenic views.

7.2.2. Statutory Powers Exercised by Board of Directors.

The Association, through its Board of Directors, shall have all powers available to condominium associations under the Governing Law. Such powers are set forth with particularity in the Bylaws of the Association.

7.3. Lapse of Corporate Status - Personal Lot-Owner Liability Created.

7.3.1. Association Must Remain Incorporated.

The Association shall have perpetual existence. The Lot Owners shall not permit its corporate charter to be dissolved or abandoned, nor may the Association's obligations under this Declaration of Covenants with respect to the Common Areas be altered or abandoned.

7.3.2. Incorporation Protects Owners - Owners Personally Liable Upon Abandonment.

Should the corporate charter for the Association be dissolved for any reason in violation of the foregoing, the Lot Owners shall become jointly and severally liable for all obligations imposed upon the Association under these Covenants. The corporate status of the Association exists to protect Lot Owners from personal liability, to the fullest extent provided by law.

7.4. Membership and Voting Rights.

The Owner of each Lot in the Community shall be a member of the Association, and such membership shall be an inseparable appurtenance to the Owner's Lot. Membership and voting rights are further specified in the Articles of Incorporation and Bylaws of the Association. Each Lot is entitled to one vote in the Association.

7.5. Bylaws of Association.

Bylaws for the administration of the Association and for other purposes not inconsistent with the Homeowners Association Act and this Declaration of Covenants shall be adopted by the initial Board of Directors of the Association.

ARTICLE VIII

MANAGEMENT OF ASSOCIATION

8.1. Management by Declarant.

The Declarant has reserved Special Declarant Rights to (a) appoint and remove the Officers and members of the Board of Directors of the Association, and (b) veto or approve a proposed action

of the Board or the Association, for a period of three (3) years, or until all Lots in the Community are sold to purchasers unrelated to the Declarant. See Section 16.6 for further details.

8.2. Authority of the Board.

8.2.1. General Authority.

The Board, for the benefit of the Community and the Owners, shall perform all Upkeep for the Common Areas, shall enforce the provisions of the Governing Documents and shall have all powers and authority granted to the Board or the Association under the Homeowners Association Act and this Declaration of Covenants which are not expressly subject to the approval of the Owners.

8.2.2. Incurring and Payment of Common Expenses.

The Board shall acquire and shall pay for, as Common Expenses, all goods and services deemed necessary or desirable for the proper functioning of the Association.

8.2.3. Acquisition of Property.

The Board may acquire and hold in the name of the Association, for the benefit of the Owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise. Such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the Association as the Board may direct.

8.2.4. No Business Authority.

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

8.3. Board as Attorney in Fact.

Each Owner, by the act of becoming an Owner of a Lot, shall be deemed to have irrevocably appointed the Board of Directors as his or her attorney-in-fact, with full power of substitution, to take such actions as are reasonably necessary to perform the duties of the Association and Board hereunder, including, but not limited to, the duties to maintain, repair and improve the Property, to grant licenses and easements, and to secure and distribute condemnation awards and/or insurance proceeds affecting the Common Areas.

ARTICLE IX

PERMITTED USES

9.1. Permitted Uses.

9.1.1. Residential Use.

The Lots in this Community are intended to be used for residential purposes, whether on an ownership, rental or lease basis and for common social, recreational or other reasonable uses normally incident to such purposes. Parts of a Dwelling may be used for a professional office or other low impact commercial use, provided that such use is consistent with all applicable laws, ordinances and regulations of any governmental authority, and so long as such use does not generate any appreciable levels of client or customer traffic, noise or other disturbance to other lawful occupants of the Community.

9.1.2. Use of Common Areas - General Provisions.

The Common Areas shall be used only for the furnishing of such services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Lots. The improvements located on the Common Areas shall be used only for their intended purposes. Except as otherwise expressly provided in the Governing Documents or Rules and Regulations adopted by the Board, no Owner shall make any private, exclusive or proprietary use of any of the Common Areas.

9.1.3. Trees and Vegetation - General Requirements.

Following the construction of a dwelling structure on a Lot, its Owner(s) shall use good faith efforts to preserve mature trees on the Lot and properly maintain any other landscaping vegetation on the Lot, so as to enhance the appearance and value of the Lots in the Community and to prevent the spread of noxious weeds. Nevertheless, the provisions of Sections 4.6 will limit the height of vegetation on many Lots in the Community.

9.1.4. Trees and Vegetation - City Requirements.

Mature trees and new trees planted by or on behalf of the Declarant that are located within Lots 4 through 17 shall be preserved by the Owners of such Lots. Such trees are depicted schematically on the Landscape Plan attached hereto as Exhibit A. The Landscape Plan was approved by the City of Anacortes, pursuant to Anacortes Municipal Code §16.50.050, as a condition to the platting and development of the Community. The Landscape Plan requires the preservation of existing trees and the planting of additional trees to meet the City's minimum vegetation requirements for new development, as described in a "Tree Preservation & Assessment Plan" prepared by Urban Forestry Services Inc., dated August 12, 2015. The City retains the right to enforce such requirements against any and all responsible parties. Changes to the Landscape Plan, including the removal of trees depicted on the Landscape Plan, require the advance written approval of the City.

9.1.5. Surface Water Run-Off.

No Lot shall be improved in such a way as to cause excess surface water run-off that may damage or inconvenience other Lots or contiguous properties or the owners thereof.

9.1.6. Noise, Offensive or Illegal Activity.

No person shall cause any unreasonably loud noise anywhere in the Community, nor shall any person permit or engage in any noxious, offensive or illegal activity, practice or behavior causing annoyance, discomfort or disturbance to any person lawfully present on any portion of the Property. Quiet hours shall be observed from 11:00 p.m to 6:00 a.m., during which only minimal noise shall be permitted to emanate from any Lot.

9.1.7. Privacy Fencing.

Fences are permitted but must conform to the style installed by the Declarant, consistent with such further standards as required by the City of Anacortes. Any fencing installed by Declarant shall be maintained by the abutting Lot Owners within the Community.

9.1.8. Vehicle Operation and Parking Restrictions.

9.1.8.1. General Restrictions.

Vehicle parking is permitted on portions of the Lot which have been improved for such purposes. A minimum of two off-street parking spaces is required per Lot, in addition to the garage structure within the Lot, which can be accomplished by using the driveway area in front of the garage associated with each Dwelling.

9.1.8.2. R.V. Parking.

Except has hereinafter provided, junk vehicles (as defined in RCW 46.55.010), Recreational Vehicles (including without limitation camper-trailers, mobile homes, motor homes, "fifth-wheels" off-road vehicles, boats, airplanes or etc.), large commercial-style vehicles (including without limitation trucks, tractors, large vans or other types of vehicles or equipment which either require a commercial vehicle operator's license or which exceed 8,000 lbs in gross vehicle weight) or any other type of vehicle or equipment which exceeds 24 feet in length may not be stored, kept or maintained anywhere within the Community. Nevertheless, a Recreational Vehicle may be maintained within a Lot, if it is fully enclosed within a garage or an approved accessory structure. The Board may require removal of any vehicle or equipment not authorized by this Section; if it is not so removed, the Board may cause its removal at the risk and expense of the owner thereof, under such reasonable procedures as may be consistent with the provisions of RCW 46.55. Failure of an Owner or other Occupant to remove such a vehicle or equipment from a Lot or the Common Areas may result in any or all remedies available to the

Association under the Governing Documents. The Board may adopt additional rules and regulations regarding parking and storage of Recreational Vehicles.

9.1.8.3. Power to Regulate Vehicle Speed and Operation.

The Board shall have the authority to regulate the speed and other aspects of vehicle operation on Latitude Circle, notwithstanding that Latitude Circle is a public street.

9.1.9. Signs.

Initially, no other sign of any kind, shall be displayed to the public view on or from any Lot or the Common Areas without the prior consent of the Board; provided that this section shall not apply to Declarant or Declarant's agents, nor shall it be deemed to prohibit the Owner of a Lot from displaying a sign for a period of time in which the Lot is for sale or rent. The Board may by resolution establish further policies regarding signs, to reflect the sentiments of the Community while giving due regard to traditional democratic rights of free speech, religion and expression of Persons owning or occupying Lots in the Community. The Board's judgment in such matters shall be conclusive, except to the extent governed by applicable state or federal law.

9.1.10. Underground Utilities.

All utilities are required to be located underground.

9.1.11. Uses by Declarant.

Nothing in the Governing Documents shall be construed to prohibit the Declarant or its designees from using any Lot owned by the Declarant (or any other Lot with the permission of the Owner thereof) or any portion of the Common Areas for promotional, marketing, display or customer service purposes (such as a visitors' center) or for the closing of sales of Lots. Further, the Declarant specifically reserves the right to operate a construction office or a rental, brokerage and management office at any time on Lots owned or leased by the Declarant (or any other Lot with the permission of the Owner thereof) and on any portion of the Common Areas, to the extent permitted by law. The Declarant may assign its rights under this subsection to or share such rights with one or more other persons, exclusively, simultaneously or consecutively with respect to the Common Areas and Lots owned or leased by the Declarant or such persons.

ARTICLE X

ASSESSMENTS AND LIENS FOR COMMON EXPENSES

10.1. Assessments for Common Expenses.

10.1.1. Liability of Lots.

Except as provided in Sections 10.1.2 and 10.1.7 hereof, the total amount of the estimated funds required to pay the Common Expenses of the Association set forth in the Annual Budget adopted by the Board of Directors for the fiscal year shall be assessed equally against the Lots in the manner prescribed in Section 10.2 hereof.

10.1.2. Assessment of Undeveloped Lots.

Until the Dwelling on a Lot is substantially completed and sold to a purchaser other than the Declarant, such Lot shall be subject to only 20% of the assessment liability allocated to a Lot containing completed improvements.

10.1.3. Initial Assessment Deposits - New Owners Fee.

An initial assessment deposit known as the "New Owners Fee," in the amount of \$500.00, shall be payable to the Association by the purchaser of each Lot at the time of the Closing of the initial sale of the Lot from the Declarant; this initial New Owners Fee may be used by the Association to defray expenses in its operating budget or to fund the Association's reserves, at the discretion of the Board of Directors.

10.1.4. Transfer Fees on Resales.

A New Owners Fee equal to three (3) months' worth of the annual assessment against the Lot shall continue to be due and owing to the Association upon the transfer of title of a Lot upon its resale to a subsequent purchaser. The Resale New Owners Fee shall be collected at the Closing of a Lot's resale in addition to any outstanding assessment obligations affecting the Lot, to fund the Association's reserves so as to enhance the Association's ability to maintain, repair, replace, manage and improve the Common Areas of the project, for the common benefit of all the Lot Owners.

10.1.5. Timing of Payments.

Until changed by resolution of the Board of Directors, the annual Assessment against each Lot for its share of the Common Expenses shall be due and payable on the first day of the month of February of each year. The Board may adopt further payment policies which permit payment in monthly or quarterly installments under conditions to be determined by the Board. Until changed by resolution of the Board of Directors, Assessments against each Lot for its share of the Common Expenses shall be due and payable on the first day of February of each year. The Board may adopt further payment policies which permit payment in installments under conditions to be determined by the Board.

10.1.6. Special Assessments.

The Board of Directors may levy a Special Assessment for the purpose of defraying the cost of any unexpected repair or other nonrecurring contingency, or to meet any other deficiencies in operations or reserves occurring from time to time, but by statute, the Budget Ratification process described in Section 10.2 must be undertaken by the Board with respect to any such Assessment.

10.1.7. Specially Allocated Assessments.

If any Common Expense is caused by the negligence or misconduct of a Lot Owner, or if the Association provides Upkeep to a Lot, the Association may, subject to the provisions of the Bylaws, levy a Specially Allocated Assessment for that expense against the Owner's Lot; any other costs, fees, charges, or fines imposed or incurred by the Association associated with the Lot, including without limitation attorneys' fees and court costs associated with litigation involving protection of scenic views, along with any costs and/or attorney's fees recoverable under the Governing Documents, and interest on any delinquent account shall also be deemed Specially Allocated Assessments. Further, by resolution supported by a majority of all possible votes in the Association, the Association may require that any Common Expense or portion thereof benefitting fewer than all of the Lots shall be assessed exclusively against the Lots benefitted.

10.1.8. Owners Personally Liable for Common Expenses.

Each Assessment shall be the joint and several obligation of the Owner(s) of the Lot to which the same are assessed as of the time the Assessment is due. 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. No Lot Owner may exempt himself or herself from liability with respect to the Common Expenses by waiver of the enjoyment of the right to use any of the Common Areas or by leasing, rental or abandonment of his or her Lot or otherwise. The failure or delay of the Board of Directors to adopt the Annual Budget for any year shall not constitute a waiver or release in any manner of a Lot Owner's obligation to pay his or her allocable share of the Common Expenses as herein provided, and in the absence of an Annual Budget or adjusted Annual Budget, each Owner shall continue to pay (with or without notice) an Assessment at the rate established for the preceding fiscal year until an Assessment is made under a current Annual Budget or adjusted Annual Budget and notice thereof has been sent to the Lot Owner.

10.2. Annual Budget - Development and Ratification.

10.2.1. Budget for Common Expenses.

Not less than 45 days prior to the Annual meeting of the Association, or at such other time as may be deemed necessary or desirable by the Association's accountant, the Board shall prepare an Annual Budget which shall estimate the Common Expenses, described generally in the Covenants, to be paid during such year. The Budget shall also contain provisions for creating,

funding and maintaining reasonable reserves for capital improvements, major repairs and replacements of components of the project for which the Association is responsible, and the amount of any deductible under any insurance policy obtained by the Association. The Budget shall further take into account any expected income and any surplus available from the prior year's operating fund.

10.2.2. Meeting of Association to Ratify Budget.

Within thirty days after adoption of any proposed regular or special budget for the Association, the Board of Directors shall provide a summary of the budget to all the Lot Owners and shall set a date for a meeting of the Lot Owners to consider ratification of the budget not less than fourteen nor more than sixty days after mailing of the summary. Unless at that meeting the Owners of Lots 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 Lot Owners shall be continued until such time as the Lot Owners ratify a subsequent budget proposed by the Board of Directors. Pursuant to RCW 64.38.025(3), this procedure shall be deemed to govern both general assessments and special assessments; this Section of these Covenants may not be amended without the advice of counsel, since its terms are controlled by law.

10.3. Liability Following Conveyance of Lot.

A selling Lot Owner shall not be liable for the payment of any part of the Common Expenses assessed against his or her Lot subsequent to a sale, transfer or other conveyance by him of such Lot. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid Assessments against the Lot up to the time of the conveyance without prejudice to the purchaser's right to recover from the selling Lot Owner the amounts paid by the purchaser therefore. The holder of a mortgage or other purchaser of a Lot who obtains the right of possession of the Lot through foreclosure shall not be liable for Assessments that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Lot Owners, including such mortgagee or other purchaser of the Lot. Foreclosure of a mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Lot prior to the date of such sale as provided above.

10.4. Lien for Assessments.

The Association shall have a lien on a Lot for any unpaid Assessments levied against a Lot from the time the Assessment is due.

10.5. Perfection of Lien.

Recording of this Declaration of Covenants constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessments shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for

Assessments under this section in the real property records of the county in which the Community is located.

10.6. Priority of Lien.

10.6.1. A lien under this Section shall be prior to all other liens and encumbrances on a Lot except: (a) Liens and encumbrances recorded before the recording of the Declaration of Covenants; (b) a mortgage on the Lot recorded before the date on which the Assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Lot.

10.6.2. The Association's lien shall also be prior to the mortgages described in subpart (b) of Section 10.6.1 hereof, to the extent of the "priority amount," that is, an amount equal to (1) the Common Expense Assessments against the Lot, excluding any amounts for capital improvements, based on the periodic Budget adopted by the Association which would have become due in the absence of acceleration during the six months immediately preceding the institution of proceedings to foreclose either the Association's lien or a lien described in Subsection 10.6.1(b) hereof; and (2) the Association's actual costs and reasonable attorney's fees incurred in foreclosing its lien up to the time when any person pays to the Association the full priority amount described above, including the Association's attorneys' fees and costs. The term "institution of proceedings," as used herein, shall mean either: (i) the date of recording of a notice of trustee's sale by a deed of trust beneficiary; (ii) the date of commencement, pursuant to applicable court rules, of an action for judicial foreclosure either by the Association or by the holder of a recorded mortgage; or (iii) the date of recording of a notice of intention to forfeit in a real estate contract forfeiture proceeding by the vendor under a real estate contract.

10.7. Enforcement of Lien.

The lien arising under this section shall be enforced judicially by the Association or its authorized representative in the manner set forth in chapter 61.12 RCW. The Association or its authorized representative shall have the power to purchase the Lot 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. The Association may elect to take a deed in lieu of foreclosure in any such proceeding.

10.8. Limitation of Lien Enforcement.

A lien for unpaid Assessments and the personal liability for payment thereof is extinguished unless proceedings to enforce the lien are instituted within six years after the amount of the Assessments sought to be recovered becomes due.

10.9. Rent Subject to Lien for Assessments- Other Remedies for Nonpayment.

10.9.1. Rent Payable to Association Upon Default of Owner.

If a Lot is rented or leased by its Owner, and if the Owner becomes delinquent in the payment of assessments for more than 90 days, the Association may collect the delinquent amount from the tenant, who shall pay over to the Association so much of the rent for such Lot as is required to pay such delinquency, plus interest, attorneys' fees and other costs of collection. In order to avail itself of the remedy contained in this Subsection, the Association shall first send a notice jointly to the Owner and the Tenant by First Class U.S. Mail, advising both parties [a] of the Owner's delinquency in assessments [b] of the tenant's obligations under this Subsection of the Declaration, and [c] notifying both parties that if such delinquency is not cured within ten (10) days of mailing, the tenant must commence paying rent to the Association until the delinquency has been cured. The tenant shall not have the right to question payment to the Association, and such payment shall discharge both the tenant's duty to pay rent to the Lot Owner and the Lot Owner's obligation to pay assessments, *pro tanto*. The Association shall not resort to this remedy where a receiver has been appointed and is collecting such rents, as provided immediately below in Section 10.10.2.

10.9.2. Association Entitled to Appointment of Receiver.

From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments against a Lot that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Lot as and when due. If the rent is not paid, the receiver may obtain possession of the Lot, refurbish it for rental up to a reasonable standard for rental Lots in this type of project, rent the Lot or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Lot, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Lot.

10.10. Remedies Cumulative.

The remedies provided are cumulative and the Board may pursue them concurrently, along with any other remedies which may be available under the law although not expressed herein.

ARTICLE XI

INSURANCE MATTERS

11.1. Association's Coverage.

The Board of Directors shall obtain and maintain liability insurance and, if necessary, property insurance, under such terms and for such amounts as shall be deemed necessary by the

Board of Directors. Levels of coverage shall be determined annually by the Board of Directors with assistance from the agent of the insurance company affording such coverage

11.2. Deductible.

The deductible, if any, on any policy of insurance purchased by the Board of Directors, shall be paid by the Association as a Common Expense. Funds to cover the deductible should be included in the Association's operating reserve account.

11.3. Insurance for Lot Owners.

Each Lot Owner should obtain property and personal liability insurance covering the Dwelling and other insurable improvements on the Lot, and providing liability coverage for the Lot and any portions of the Common Areas not covered by the Association's insurance policy

ARTICLE XII

CONDEMNATION

In the event that Common Areas of the Community are become subject to eminent domain proceedings, the Association shall be a necessary party to such proceedings.

ARTICLE XIII

COMPLIANCE WITH LAW AND COVENANTS

13.1. Compliance by Owners and Occupants.

Each Owner and occupant of a Lot shall comply strictly with the provisions of the Governing Documents. All remedies provided the Association in this Article may be enforced against any tenant or other occupant of a Lot.

13.2. Enforcement by Association.

The Board of Directors shall have primary responsibility for maintaining and enforcing compliance with the covenants, conditions and restrictions contained in the Governing Documents.

13.3. Legal Proceedings.

Failure to comply with any of the terms of the Governing Documents shall be grounds for legal relief, including without limitation, actions to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of Assessments, or any combination thereof and

any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association or, if appropriate, by any aggrieved Owner, and shall not constitute an election of remedies.

13.4. Costs and Attorney's Fees.

The Association shall be entitled to recover any costs and reasonable attorneys' 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 attorneys' fees if it prevails on appeal and in the enforcement of a judgment. In any other proceeding arising out of an alleged default by an Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the court. In the event that the prevailing party is the Association, the costs and attorney's fees so awarded shall constitute a Special Assessment against the Owner's Lot.

13.5. Late Charges and Interest.

The Board may impose and collect reasonable late charges to encourage prompt payment of Assessments. Until changed by resolution of the Board with advice of counsel, the Board may collect a late charge: (a) when any Assessment or installment thereof is received by the Association more than ten (10) days beyond the due date of such Assessment or installment; (b) in an amount not to exceed the greater of \$25.00 or ten percent (10%) of the amount of said Assessment or installment. Delinquent Assessments shall bear interest from the date of delinquency at the rate of 12% per annum, or the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

13.6. No Waiver of Rights.

The failure of the Association, the Board of Directors or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Governing Documents or the Act, shall not constitute a waiver of the right of the Association, the Board or the Owner to enforce such right, provision, covenant or condition in the future.

13.7. Remedies Cumulative.

A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing or waiving the lien securing the same, and a foreclosure may be maintained notwithstanding the pendency of any suit to recover a money judgment. All rights, remedies and privileges granted to the Association, the Board of Directors or any Owner pursuant to any term, provision, covenant or condition of the Governing Documents or the Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Governing Documents or the Act or at law or in equity.

ARTICLE XIV

LIMITATION OF LIABILITY

14.1. Association Not a Guarantor - No Liability for Equipment Failure, Etc.

Except to the extent covered by insurance obtained by the Board pursuant to Article XI, neither the Association nor the Board nor the Declarant shall be liable for any failure of any equipment or services obtained by the Board, or for injury or damage to person or property caused by the elements, or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of liability for Common Expense Assessments shall be claimed or allowed for any such injury or damage, or for such inconvenience or discomfort.

14.2. No Bailment.

Neither the Board of Directors, the Association, any Owner nor the Declarant shall be considered a bailee of any personal property stored or placed on the Common Areas (including property located in vehicles parked on the Common Areas), whether or not exclusive possession of the particular area is given to an Owner for parking or otherwise, nor shall they be responsible for the security of such personal property or for any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE XV

MORTGAGEE PROTECTION

Any representative of a Mortgagee or the institutional insurer of any mortgage may attend and address any meeting which a Lot Owner may attend.

ARTICLE XVI

EASEMENTS AND SPECIAL DECLARANT RIGHTS

16.1. Easements for Lots, Lot Owners, Declarant and Association Functions.

16.1.1. Easements for Lots and Lot Owners.

Each Lot has an easement in and through each other Lot and the Common Areas for utilities and for lateral and/or subjacent support. Lot Owners in Good Standing, and their family members, guests and lawful tenants, have rights to use the Community Park and its any recreational facilities.

16.1.2. Easements for Declarant.

The Declarant reserves to itself and its any lawful successors an easement through the Common Areas for any and all activities necessary or desirable to complete the development of the Community or for exercising Special Declarant Rights.

16.1.3. Easements for Association Functions.

There is hereby granted and reserved to the Association, or its duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as are set forth in the Governing Documents.

16.2. Easements Shown on PUD Plat.

Easements shown on the PUD Plat are hereby confirmed. Any easement shown on the PUD Plat which benefits one or more Lots in the Community, or which benefits any third parties or any real property not included within the Project, confers various rights and benefits upon such third parties or owner(s) of any such real property, and may also impose obligations upon the Association. Reference should be made to the PUD Plat.

16.3. Easement for Utilities.

A non-exclusive perpetual blanket easement is hereby granted over and through the Property for ingress, egress, installation and Upkeep of any utility lines, pipes, wires, ducts, conduits and/or other facilities and equipment for providing to any portion of the Property utilities of any type, whether public or private; such easement is hereby granted to any person installing or providing Upkeep for such utilities. Any pipes, conduits, lines, wires, transformers or any other apparatus necessary for the provision or metering of any utility may be installed, maintained or relocated where permitted by the Declarant or where approved by resolution of the Board of Directors. See the PUD Plat for further details.

16.4. Avigation Easement.

The Community is subject to the terms of an Avigation Easement benefitting the Port of Anacortes and the municipal airport operated by the Port that adjoins the Community to the east. The Avigation Easement is designed to promote the free and unobstructed passage of aircraft in and through the airspace over the Community, together with the right of aircraft to cause noise that may ensue from their operation. The Avigation Easement is recorded at Auditor's File No. 732440, Records of Skagit County, Washington. This easement limits the overall height of building structures and vegetation within the Community.

16.5. View Easements Over Nearby and Adjoining Properties.

16.5.1. Easement Over Felt Property to West Protects Lots 16 - 20.

Parcels of real property that adjoin the Community immediately to the west, presently owned by Christopher P. Felt and Cheryl A. Felt [the “Felt Property”], are subject to the terms of a Covenant [the “Felt Covenant”] recorded at Auditor’s File No. 201612190147, Records of Skagit County, Washington. Article IV of the Felt Covenant contains provisions that restrict the maximum height of buildings and vegetation within the Felt Property for the purpose of protecting territorial views to the West and North available to Lots 16 through 20 in the Community; such provisions shall be deemed incorporated herein by this reference, and may be enforced by individual Lot Owners or by the Association on their behalf, as provided in the Felt Covenant.

16.5.2. Easement Over Parcel to North Protects Lots <> - <>.

A Parcel of real property [Skagit County Tax Parcel No. P31586] lying northerly of Oakes Avenue [the “Northerly Parcel”], presently owned by [????], is subject to the terms of a Covenant [the “<?> Covenant”] recorded at Auditor’s File No. _____, Records of Skagit County, Washington. The <?> Covenant contains provisions that restrict the maximum height of buildings and vegetation within the Northerly Parcel for the purpose of protecting territorial views to the North available to Lots <> through <> in the Community; such provisions shall be deemed incorporated herein by this reference, and may be enforced by individual Lot Owners or by the Association on their behalf, as provided in the <?> Covenant.

16.6. Special Declarant Rights.

16.6.1. Reservation.

The Declarant has reserved the following Special Declarant Rights for the purpose of furthering and completing the development of the Community: To complete any improvements indicated on the PUD Plat or described earlier in this Declaration of Covenants; to maintain sales offices, management offices, signs advertising the Community, and models on the Property, all in such location or locations as the Declarant may unilaterally determine; to use easements through the Common Areas for the purpose of making improvements within the Community; and to appoint or remove any Officer or Director of the Association, or to veto or approve a proposed action of the Board or of the Association during the Declarant Control Period described in Section 8.1 hereof; the Declarant shall be deemed to hold a proxy from all Lot Owners during the Declarant Control Period for such purposes.

16.6.2. Status of Special Declarant Rights.

Each Special Declarant Right reserved by Declarant in this Declaration of Covenants has been, is and shall remain an equitable servitude burdening all lands subject thereto and running with such lands. Each Special Declarant Right shall exist for the benefit of the Declarant and/or any assignee of Declarant and/or any successor declarant. Declarant has and shall retain, with respect to each Special Declarant Right, a power coupled with Declarant’s interest in said lands.

16.6.3. Automatic Assignment Upon Sale of Lots in Bulk.

In the event that all or substantially all of the Lots and Tracts in this Community are concurrently conveyed to a purchaser in bulk, the purchaser shall be deemed a "Successor Declarant" who or which shall automatically succeed to all Special Declarant Rights reserved in this Section 16.6, except to the extent otherwise provided in the deed of conveyance of such Lots and Tracts to such purchaser.

ARTICLE XVII

AMENDMENT OF DECLARATION OF COVENANTS

17.1. Procedure for Amendment of Declaration of Covenants.

Amendments to the Declaration of Covenants shall be made by an instrument in writing entitled "Amendment to Declaration of Covenants" which sets forth the entire amendment. Except as otherwise specifically provided for in this Declaration of Covenants, any proposed amendment must be approved by a majority of the Board prior to its adoption by the Owners. Except in cases of amendments that may be adopted by the Declarant unilaterally pursuant to Section 17.3 hereof, amendments may be adopted only at a meeting of the Owners if at least 67% percent of the votes in the Association are cast for such amendment, or without any meeting if all Owners have been duly notified and Owners holding at least 67% of the votes in the Association consent in writing to such amendment. In all cases, the amendment when adopted shall bear the acknowledged signature of the President of the Association.

17.2. Recordation Required.

Every amendment to the Declaration of Covenants must be recorded with the County Auditor and is effective only upon recording. An amendment shall be indexed in the name of the Community and shall contain a cross-reference by recording number to the Declaration of Covenants and each previously recorded amendment thereto.

17.3. Amendments by Declarant.

The Declarant may unilaterally adopt and file amendments to the Declaration of Covenants for so long as the Declarant is the Owner of any Lot in the Community or until the expiration of the time limit for the exercise of any Special Declarant Rights reserved by the Declarant.

ARTICLE XVIII

MISCELLANEOUS

18.1. Notices for All Purposes, Delivery.

18.1.1. Any notice permitted or required to be delivered under the provisions of the Declaration of Covenants or the Bylaws may be delivered either personally or by mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board in a Record, or to the most recent address known to the Board. Notice to the Owner of any Lot shall be sufficient if mailed to his or her Lot if no other mailing address has been given to the Board. With the advance written consent of any Owner, required notice may be provided electronically. Mailing addresses may be changed from time to time by notice provided by the Owner in a Record to the Board. Notice to be given to the Association may be given to the President or Secretary of the Association, or to its Registered Agent. Notice also may be provided to any person in any manner permitted by statute.

18.1.2. New Lot Owners must supply their names and addresses, telephone numbers and, if so desired in order to receive notices from the Association, e-mail addresses, to the Secretary of the Association promptly after conveyance.

18.2. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof, if the remainder complies with the Governing Law and furthers the common plan of this Subdivision.

18.3. No Right of First Refusal.

There is no right of first refusal in the Association limiting or restricting the right of any Lot Owner to sell, transfer or convey his or her Lot.

18.4. Effective Date.

This Declaration of Covenants shall take effect upon recording.

DATED this _____ day of _____, 2017.

DECLARANT:
48 NORTH ON FIDALGO ISLAND, L.L.C.

By _____
_____, its _____

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath
stated that he was authorized to execute the instrument and acknowledged it as the _____
of the Declarant, 48 NORTH ON FIDALGO ISLAND, L.L.C., to be the free and voluntary act of such party
for the uses and purposes mentioned in the instrument.

DATED: _____, 2017.

NOTARY PUBLIC for the State of
Washington. My Commission
expires _____

EXHIBIT "A"
LANDSCAPE PLAN

EXHIBIT "B"
STORMWATER SYSTEM MAINTENANCE MANUAL

Return Address:

Brian Gentry
504 E Fairhaven Ave
Burlington WA 98233



201612190147

Skagit County Auditor

\$86.00

12/19/2016 Page

1 of

14

1:48PM

Document Title:

Declaration of Covenants, Conditions and Restrictions

Reference Number (if applicable):

Grantor(s):

☐ additional grantor names on page __.

1) Felt, Christopher P.

2) Felt, Cheryl A.

Grantee(s):

☐ additional grantor names on page __.

1) The Plat and

2) 48 North on Fidalgo Island, LLC, a Washington Limited Liability Company (hereinafter referred to as "48 North")

Abbreviated Legal Description:

☒ full legal on page(s) 11.

Lots 3 to 7

Legal Description is on Exhibit A

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page __.

P56562 and P56573

LEGAL DESCRIPTION: See Exhibit "A"

This Declaration and Grant is made on the 4th day of December, 2016, by Christopher P. Felt and Cheryl A. Felt, as "Declarants."

Background

- A. Declarants are the owners of approximately 1.27 acres of real property in Anacortes, Skagit County, Washington, which property is more particularly described in **Exhibit "A" and "B"** to this Declaration (the "Property").
- B. Declarants intend to subdivide The Property as shown in the short plat development as shown in Exhibit D ("the Development"), to be recorded with the Skagit County Auditor under Skagit County Auditor's.
- C. Declarants desire to impose upon the development a general plan of development for the mutual benefit of all future owners, which will preserve and enhance the property values and amenities and will further provide for the health, safety, and welfare of the future residents and to benefit an adjoining property owner in respect to height restrictions.

Declaration

NOW, THEREFORE, Declarants hereby declare that all of the property described in Exhibit "A" shall be held, sold, conveyed and occupied subject to the following easements, restriction, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the property. The easements, covenants, restrictions and maintenance obligations shall run with the land and each individual lot and shall be binding on all parties having or acquiring any right, title, or interest in the development or any part thereof, and shall inure to the benefit of each owner thereof.

Furthermore, any conveyance, transfer, sale, assignment, lease or sublease of a lot shall and is hereby deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarants, any Lot Owner, and any First Mortgagee of a lot.

**ARTICLE I
DEFINITIONS**

For the purpose of this Declaration and any amendments thereto, the following terms shall have the following meanings, and all definitions shall be applicable to the singular and plural forms of such terms:

Section 1. "Accessory Structure" means a subordinate structure which is detached from the

primary structure, the use of which is incidental to the use of the primary structure on the same Lot. Accessory Structures shall not constitute living space.

Section 2. "Declarants" shall mean the owners of record, Christopher P. Felt and Cheryl A. Felt, and their successors and assigns; provided, however, that no successor or assignee of Declarants shall have any right or obligations of Declarants under this Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment.

Section 3. "Declaration" means the covenants, conditions, restrictions and maintenance obligations and all other provisions set forth in this entire document, and as the document may from time to time be amended.

Section 4. "Development" shall mean or refer to that certain real property described on Exhibit "A" and the map attached as Exhibit "B".

Section 5. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision map of the property.

Section 6. "Lot Owner" shall refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the property, including contract purchasers, and excluding contract sellers and further excluding those having an interest merely as security for the performance of an obligation.

Section 7. "Mortgage" shall include a Deed of Trust, Real Estate Contract, or other security interest attaching to real estate.

Section 8. "Notice" shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

Section 7. "48 North PUD" shall mean the preliminary approved 30 lot planned unit development directly east of the Property, currently identified as Skagit County parcel No P31681.

ARTICLE II EXTERIOR MAINTENANCE

Subsequent to the construction of a home on a particular Lot, the Lot Owner shall, at the Lot Owner's sole expense, keep the Lot and the interior and exterior of the structures on the Lot Owner's Lot in clean and sanitary condition, free from rodents and pests and in good order, condition, and repair. The Lot Owner shall be responsible to perform all redecorating, painting, landscaping, and maintenance at any time necessary to maintain the appearance and condition of the structure and lot. The landscaping shall be maintained to the curb or pavement edge of the street.

ARTICLE III

PROTECTIVE COVENANTS

Section 1. Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Property a uniformity of use and quality of workmanship, materials, design, maintenance. It is in the best interest of each Owner that such uniformity of use be maintained and hereinafter provided. No building (except for Accessory Structures) shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling. Accessory Structures including carports and storage buildings are permitted as allowed by the requirements of this Declaration. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (i) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction.

Section 2. Development and Use.

A. Land Use and Building Type. No building shall be erected, altered, placed or committed to remain upon any lot other than one single family dwelling, and two Accessory structures such as a shop or garden shed. The dwellings and buildings upon each lot are intended for and 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.

B. Parking. No commercial trucks in excess of 10,000 pounds, campers, trailers, boats, motorcycles, or other recreational vehicles, or any part thereof, shall be parked or permitted to remain on any lot for any period in excess of 24 hours unless the same is stored and placed in a garage or in the rear or side yard area and screened from sight, or unless the vehicle belongs to a guest, in which case the vehicle belonging to the guest may not be parked for longer than a one-week period of time. All inoperable or non-running vehicles shall be stored behind fencing or screening adequate to screen the vehicle from view of adjoining Lot Owners within the development. No Lot Owner shall have more than two inoperable vehicles on their lot unless the same are stored inside in an enclosed building.

C. Square Footage. Each single family residence must have a minimum of one thousand and eight hundred (1,800) square feet, excluding garage area. Each home must have a garage, which shall be of a size to accommodate a full-size automobile.

D. Minimum Building Setbacks, Maximum Building Heights, and Maximum Vegetation Heights. All vegetation planted on any of the Lots shall be limited in height to the lower of twenty-five feet (25') in height above adjacent grade or the ridge height of the house constructed on the lot. All buildings or structures shall be constructed in accordance with the laws of the City of Anacortes and applicable building codes. All structures shall comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to setbacks. All compliance with and maintenance of vegetation heights under this Section shall be the responsibility of and at sole expense of each Lot

Owner, so affected. Should any Lot Owner desire to obtain a variance in regard to either setback or height of a structure, then they shall, in addition to compliance with applicable variance regulations and laws, obtain the consent of all other Lot Owners and the Benefited Owners of Lots 16-20 of the 48 North PUD, as a condition of varying maximum heights or minimum setbacks. The maximum building heights shall be further limited as follows:

a. The maximum building height for any structures constructed on Lot 1 shall be limited to the ridge height of the existing residential building constructed on that Lot as of October 1, 2016.

b. The maximum building height for any structures constructed on Lot 2 shall be limited to a single story residence with a maximum ten foot (10') first story wall height, and having a roof pitch of no more than 4:12; or a single story residence with a maximum nine foot (9') first story wall height, and having a roof pitch of no more than 6:12; so long as the overall ridge height of the building does not exceed twenty five feet (25') above the Southeast corner of Lot 2 as depicted in Exhibit D.

c. The maximum building height of any structures constructed on Lot 3 shall be limited to a two-story residence with a maximum nine foot (9') first story wall and a eight foot (8') second story wall, and having a roof pitch of no more than 4:12;.

d. The building height for all structures constructed on Lot 4 shall be as limited by the Anacortes Municipal Code. Except that the setback front building setback shall be a minimum of Thirty feet (30') from the front, or Northerly, property line. Vegetation in the northeasterly quadrant of the lot will be limited to no more than ten feet (10') in height above original grade.

E. Construction Standards and Manufactured Housing. No mobile homes shall be permitted within the development. All construction on the lots within the development shall be in accordance with state and local building codes applicable at the time of construction.

F. Garbage and Refuse. Subsequent to the construction of a home on a particular Lot, the Lot Owner shall, at the Lot Owner's sole expense keep garbage, refuse, rubbish, cuttings, and debris of any kind from being deposited on or left upon the Lot Owner's Lot unless placed in an attractive container suitably located and screened from view of any other Lot Owner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Garbage cans may only be placed in public view on the day of garbage pick-up.

G. Business and Commercial Use of Property Prohibited. No trade, craft, business, or manufacturing enterprise, or business or commercial activity of any kind shall be conducted or carried on upon any residential lot, or within the building located on a residential lot. Notwithstanding the foregoing, certain bonafide "home enterprises" may

be conducted in the residence if there is no traffic impact or resulting nuisance. Day cares or automobile and equipment repair and similar businesses, which require the repair and disassembly of machinery in open view to other Lot Owners, shall not be a permitted home enterprise.

H. Temporary Structures. No trailers, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the Property shall at any time be used as a residence, even temporarily. No building or structure shall be moved on to the Property from any land outside the development unless the same is used by the contractor as a temporary office or storage space.

I. Completion of Construction. Any dwelling or structure erected or placed on any lot shall be completed as to external appearance, including finish painting or staining, and shall be connected to sewers within twelve (12) months from the date of commencement of construction. All yards and landscaping must be completed within three (3) months from the date of completion of the structure and within not less than fifteen (15) months from commencement of construction of the structure (whichever event occurs first). All lots shall be maintained in a neat and orderly condition during construction.

J. Division of Lots. No more than 4 lots for single family residential use shall be created for the purpose of sale or lease.

K. Nuisances. No noxious or undesirable thing, or noxious or undesirable use shall be permitted or maintained upon any lot or upon any other portion of the Property. Likewise, all Lot Owners shall be considerate of the other Lot Owners and shall limit noise from radios, televisions, stereos, recreational vehicles, lawnmowers, etc. Violation shall be deemed a nuisance.

L. Signs. No sign of any kind shall be displayed to the public view on or from any lot except for a "for rent" or a "for sale" sign, or political sign. All signs shall be limited to not more than 6 square feet in area on each face of a two-sided sign. This section shall not apply to the Declarants or to any builder during the construction period of any residential structure.

M. Animals. Animals, including horses, livestock, poultry, reptiles, or pigs shall not be kept outside of any structure on any lot. Household pets shall not exceed three (3) in numbers. Provided that unweaned puppies or kittens may be kept until weaned. All animal enclosures must be kept in a clean, neat, and odor free condition at all times. Dogs which repeatedly bark are not permitted ("repeated barking" being defined as sustained barking for more than ten minutes). Regardless of anything set forth elsewhere in this Declaration, all owners shall comply with governmental laws, codes, ordinances, and regulations pertaining to animals.

N. Fences. All fences shall be constructed in a good and workmanlike manner and shall be constructed of suitable fencing material of wood or wood look composite material. Such fencing structures shall comply with fencing guidelines or requirements as

established by applicable governmental codes and regulations.

O. Mailboxes. The Declarants will construct the initial mailboxes. If the mailboxes require replacement, they will be replaced with a mailbox which is of the same design and size as those initially constructed by the Declarants.

ARTICLE IV GRANT OF HEIGHT RESTRICTION TO PROTECT VIEWS

DECLARANT hereby Grants and Conveys to 48 North on Fidalgo Island, LLC, a Washington Limited Liability Company (hereinafter referred to as "48 North") and its successors and assigns a restrictive view protection covenant in perpetuity for the protection of views of Lots 16-20 of the 48 North PUD (Preliminary Plat as approved by the City of Anacortes), referred to herein and related documents as "Benefitted Owners". The said restriction shall limit the heights of buildings and vegetation in accordance with the provisions of Article III, Section 2(D)(a-d), hereof in order to maintain for the said owners of Lots 16-20 territorial views to the West and North across the Property. This covenant shall be appurtenant to and a covenant running with the land for Lots 16-20 of the 48 North PUD, as described in Exhibit C, hereto. This covenant shall be enforceable by the individual lot owners or the homeowners association of the 48 North PUD, once formed, but Benefitted Owners shall not maintain separate causes of action for enforcement if the homeowners association of 48 North PUD elects to maintain legal enforcement action; this in order to avoid a multiplicity of suits. The General Provisions of Sections 1-5 of Article V shall apply to this covenant and the enforcement thereof.

ARTICLE V GENERAL PROVISIONS

Section 1. Binding Effect. All present and future owners or occupants of lots shall be subject to and shall comply with the provisions of this Declaration, and with any amendments. The acceptance of a deed or conveyance or the entry into occupancy of any lot shall constitute an agreement that the provisions of this Declaration and amendments are accepted and ratified by such owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person who has at any time any interest or estate in such lot as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

Section 2. Enforcement. Any Lot Owner or the nonprofit Homeowner's Association established for this property; may institute proceedings at law or inequity to enforce all restrictions, conditions, covenants and reservations, now or here after imposed by the provisions of this Declaration. Should any of the foregoing parties employ counsel to enforce any of the terms of this Declaration, all costs incurred in such enforcement, whether negotiated, stipulated, arbitrated, or determined by a court, including reasonable attorney's fees and costs, including those on appeal, shall be paid by non-prevailing party.

Section 3. Failure to Enforce. No delay or omission on the part of the Declarants, the owners of the lots, or the nonprofit homeowner's corporation, in exercising any rights, powers or remedy

herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarants for or on account of the Declarants' failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarants.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions. The remaining provisions shall continue in full force and effect.

Section 5. Interpretation. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the lots by providing a common plan for the development of the Property.

Section 6. Counterparts. This Declaration or amendments hereto may be executed in counterparts and all so executed shall constitute one agreement binding in all the parties notwithstanding that some of the parties are not signatories to the original of the same counterpart.

Section 7. Notices. All notices required to be given pursuant to the provisions of this Declaration or as may be required pursuant to the bylaws of the nonprofit corporation, shall be given by certified mail, return receipt requested, to the Lot Owner at their last known address or, if not known, to their address which is of record at the Skagit County Treasurer's Office. Such notice shall be deemed conclusive and binding upon the Lot Owner in all respects.

Section 8. Declarants reserve the right to assign, sell, transfer, lease, or rent all or a portion of the Property, and reserves the right to assign all or any of its rights, duties, and obligations created under this Declaration.

Section 9. Government Fees and Charges. This development may be subject to water, sewer, and stormwater hook-up fees, and transportation, fire, school, and/or park impact fees. Such fees and charges shall be paid by the Lot Owner at the time of issuance of a building permit.

Section 10. Certain Rights of Declarants. For such time as Declarants shall own lots for development purposes (as opposed to residential purposes), there shall be no amendments to the Declaration or the Articles of Incorporation of the nonprofit corporation unless agreed to by Declarants, which:

- A. Discriminate or tend to discriminate against the Declarants's right as an owner/developer;
- B. Change Article 1 ("Definitions") in a manner which alters Declarants's right or status;
- C. Alter the character and rights of membership or the rights of Declarants as provided

for in this Declaration;

- D. Alter previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-ways;
- E. Alter the basis for assessments;
- F. Alter the provisions of the use restrictions as set forth in Article IV; or
- G. Alter the Declarants's rights in any way as they appear under this Article.

ARTICLE VI TERM

This Declaration shall be effective upon recording with the Skagit County Auditor. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part. However, nothing in this Article shall be deemed to affect or limit in any way the duration of those easements which are granted as perpetual easements by this Declaration.

ARTICLE VII AMENDMENT

Section 1. Amendment. This Declaration and its covenants, conditions, and restrictions may be amended during any term by an instrument signed by not less than sixty-six percent (66%) of the Lot Owners. Any amendment must be recorded to be effective, PROVIDED, that no amendment may be made to the height restrictions set forth in Art. III, Section 2 (D), without the written consent of all Benefitted Lot Owners of Lots 16-20 of the 48 North PUD. Any Lot owner may propose an amendment to this Declaration.

Section 2 Amendment by Declarants. Declarants reserve the right to amend the Declaration as may be necessary to comply with Federal Home Loan Mortgage Corporation or Federal National Mortgage Association, or Federal Housing Administration regulations or requirements as necessary to enable the holders of first mortgages or deeds of trust to sell first mortgages or deeds of trust to the Federal Home Loan Mortgage Corporation or Federal National Mortgage Association or if such amendment is necessary to secure funds or financing provided by, through, or in conjunction with wither the Federal Home Loan Mortgage Corporation, or Federal National Mortgage Association, or Federal Housing Administration. If the Declarants, at their option, determines that it is necessary to so amend the Declaration, then Declarant, on behalf of all Owners, is hereby authorized to execute and have recorded such required amendment or amendments. All Owners hereby grant to Declarants a full and complete power of attorney to take any and all actions necessary to effectuate and record such required amendment and agree that such amendments shall be binding upon their respective Lots and

upon them and their heirs, personal representatives, successors and assigns to the same extent as if they had personally executed the amendment or amendments.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 5th day of December, 2016

Declarants:


Christopher Felt

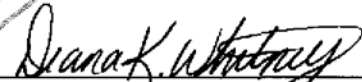

Cheryl Felt

State of Washington)

)ss

County of Skagit)

I certify that I know or have satisfactory evidence that Christopher P. Felt and Cheryl A. Felt are the persons who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes in the instrument.

Dated: December 5th, 2016 

Notary Public

My appointment expires: 15 MAY 2017

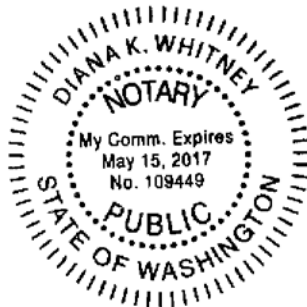


EXHIBIT A – LEGAL DESCRIPTION OF FELT

P56562

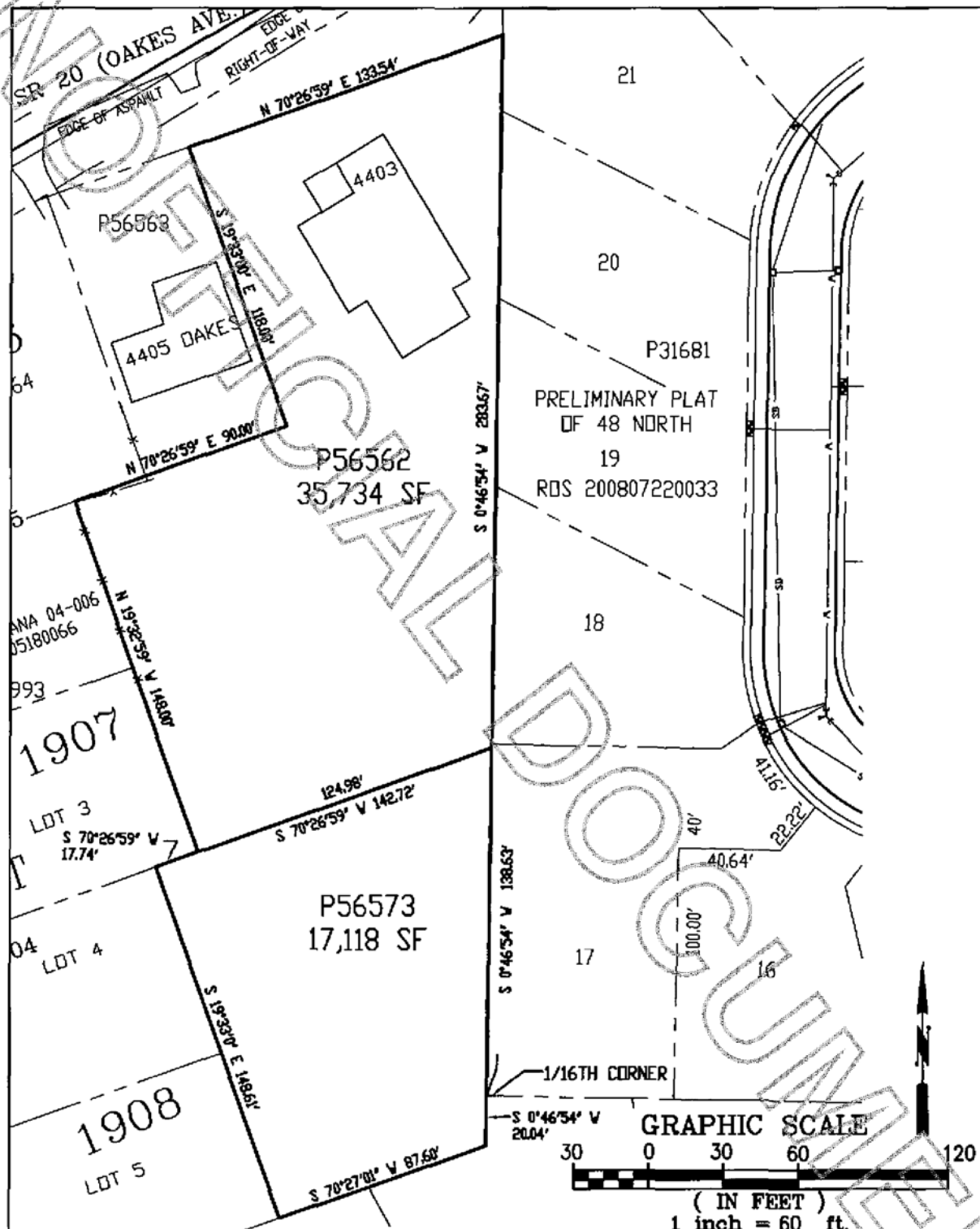
BARING ADDITION TO ANACORTES, LOTS 3 TO 7, BLOCK 1906, TOGETHER WITH THE NORTHERLY 1/2 OF ADJACENT ALLEY VACATED UNDER ORDINANCE NO. 1727; INCLUDING LOTS 5 TO 10, BLOCK 1907, TOGETHER WITH SOUTHERLY 1/2 OF ADJACENT VACATED ALLEY, ORDINANCE NO. 1727, AND NORTHERLY 1/2 ADJACENT VACATED 4TH STREET, ORDINANCE NO. 1726

P56573

BARING'S ADD TO ANA. LTS. 7 TO 11 BLK 1908 TGW SLY 1/2 VAC 4T HST W ADJ ORD#1726

P56563

BARING'S ADD TO ANACORTES, LOTS 8 & 9, BLOCK 1906, "BARINGS ADDITION TO ANACORTES, WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THE NORTHERLY 1/2 OF THE ALLEY VACATED UNDER ORDINANCE NO. 1727 AND RECORDED UNDER AUDITOR'S FILE NO. 7903200005 WHICH WOULD ATTACH BY OPERATION OF LAW. LOTS 8 & 9, BLOCK 1906, "BARINGS ADDITION TO ANACORTES, WASH.," AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 20, RECORDS OF SKAGIT COUNTY, WASHINGTON; TOGETHER WITH THE NORTHERLY 1/2 OF THE ALLEY VACATED UNDER ORDINANCE NO. 1727 AND RECORDED UNDER AUDITOR'S FILE NO. 7903200005 WHICH WOULD ATTACH BY OPERATION OF LAW.



**HERRIGSTAD ENGINEERING
& SURVEYING**
4320 WHISTLE LAKE ROAD
ANACORTES, WA 98221 299-8804

EXHIBIT B

4403 Oakes Avenue
Parcels P56562 &
P56573
DATE: Dec 12, 2016

Exhibit C

Schedule "A-1"

156549-SAE

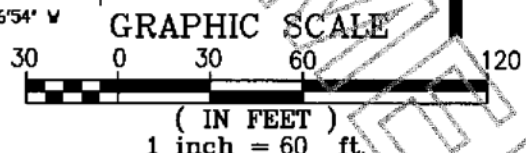
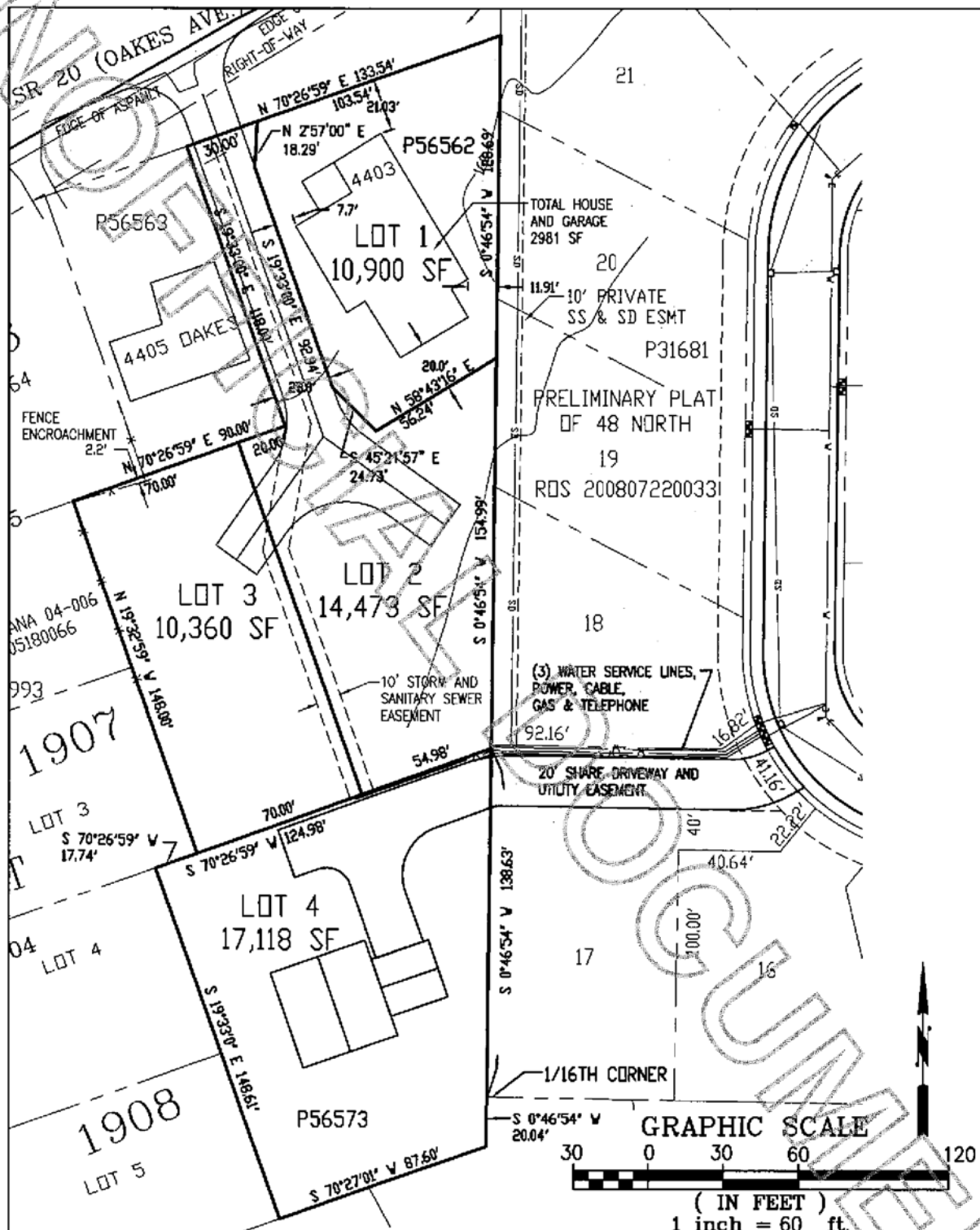
DESCRIPTION:

That portion of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 35 North, Range 1 East, W.M., lying Southeasterly of the "BURROWS BAY ROAD", EXCEPT the "COPPER MINE ROAD" along the East line thereof, AND EXCEPT the following described tracts:

- a.) Beginning at the Southeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section; thence North $88^{\circ}59'46''$ West along the South line of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 30.00 feet to the West line of the "COPPER MINE ROAD"; thence continue North $88^{\circ}59'46''$ West 781.88 feet; thence North $2^{\circ}11'29''$ East 669.34 feet to the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the true point of beginning of this description, said point being the Northwest corner of that certain tract conveyed to the Port of Anacortes, a municipal corporation, by deed recorded July 22, 1968, under Auditor's File No. 716164; thence from said true point of beginning run South $2^{\circ}11'29''$ West along the West line of said Port of Anacortes tract, a distance of 15 feet; thence West parallel with the North line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the Easterly line of the "BURROWS BAY ROAD"; thence Northerly along said Easterly line to the North line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence East along said North line to the true point of beginning.
- b.) Beginning at the Southeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North $88^{\circ}59'46''$ West along the South line of said subdivision 30.00 feet to the West line of the "COPPER MINE ROAD", and the true point of beginning; thence continue North $88^{\circ}59'46''$ West 781.88 feet; thence North $2^{\circ}11'29''$ East 669.34 feet to the North line of said subdivision; thence South $88^{\circ}40'23''$ East along the North line of said subdivision 760.00 feet to the West line of the "COPPER MINE ROAD"; thence South $0^{\circ}18'59''$ West along said road a distance of 664.96 feet to the true point of beginning.

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

Exhibit D



HERRIGSTAD ENGINEERING & SURVEYING 4320 WHISTLE LAKE ROAD ANACORTES, WA 98221 299-8804	Access & Utility Easements to Felt Three Lots SCALE: NOTED	4403 Dakes Avenue Parcels P56562 & P56573 DATE: Nov. 2, 2016
---	--	---

EXHIBIT #07

**ENCROACHMENT APPLICATION &
DRAWING FOR RETAINING WALL**



City of Anacortes Application for
ENCROACHMENT TEMPORARY INTO
CITY STREET OR ALLEY RIGHT OF WAY



Street Address of Proposed Encroachment NHN Oakes Avenue - 48 North PUD

Name of Property Owner(s) as they appear on the property deed. A copy of the Property Deed must be submitted with application. (Please print) 48 North On Fidalgo Island LLC

Applicant(s) Name Nels Strandberg Phone 360-293-7431 (Debbie)
48 North On Fidalgo Island
E-mail address Nels@Strandbergconstruction.com
(Please Print)

Mailing Address: PO Box 319 Anacortes WA 98221

Legal description of property, be specific and attach property deed with complete description. Include Parcel Number.

Parcel 31681
Legal description attached
Property deed attached

Please give a detailed description of the proposed encroachment. Include the dimensions of the encroachment off of your property line and into the City right of way. Use additional sheet if necessary.

Retaining walls located on Tract "A" and Tract "B" of the 48 North PUD encroach into the Right of Way, see attached drawing. Tract "A" retaining wall encroaches approximately 8 feet into the Right of Way as shown in red on attached drawing. Tract "B" retaining wall encroaches approximately 16 feet into Right of Way beginning at Oakes Avenue and Latitude Circle and approximately 20 feet into Right of Way at the north end of wall shown in red on attached drawing.

ENCROACHMENTS INTO OPENED OR UNOPENED ALLEYS. Please include names and mailing addresses of Property Owners in the block abutting the street or alley right-of-way to be encroached upon

N/A

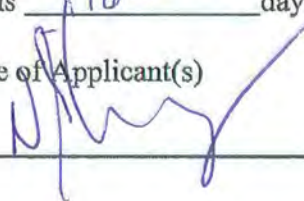
Reason for proposed encroachment:

PLEASE NOTE: It can take up to two months to complete the Encroachment Application process.

Certification: I, Nels Strandberg (member), as the applicant for this permit, do hereby declare that I am the legal owner of the property adjoining the City right-of-way for which I am requesting use.

Dated this 16th day of February year 2017

Signature of Applicant(s)



Date 2/16/17

Date

If you have any questions regarding the process of your application contact:

Russ Pittis
Engineering Division
904 6th Street
Anacortes, WA 98221
Telephone (360) 299-1964 Fax (360) 293-1938

Please submit complete application with payment to:

Anacortes City Hall
Finance Dept.
PO Box 547
904 6th Street
Anacortes, WA 98221
Telephone (360) 293-1919 Fax (360) 293-1938

For Office Use Only

\$100.00 Application Fee Paid. Receipt No. _____ **Date** _____

End of Appeal Period **Date** _____

Date Decision is Final _____ Date _____
(signature)

Appellant Name _____ **Phone:** _____

\$50.00 Appeal Fee Paid: Receipt No. _____ **Date:** _____

Agreement to Applicant for Signature: _____ Date: _____

Sent For Recording: _____ Date: _____

Distributed To Finance, Engineering, Building, Operations _____ Date _____

Details for Parcel: P31661



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

[Recorded Documents](#)

[Excise Affidavits](#)

Documents scanned and recorded by the Auditor's office
Document scans of excise affidavits

Parcel Number	XrefID	Quarter	Section	Township	Range
P31661	350122-4-004-0000	SE	22	35	01

Owner Information
48 NORTH ON FIDALGO ISLAND LLC
PO BO 319
ANACORTES, WA 98221

Site Address(es)

Map Links

[Open in iMap](#)

Assessor's Parcel Map:

[PDF](#) | [DWF](#)

Current Legal Description [Abbreviation Definitions](#)

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M., LYING SOUTHEASTERLY OF THE 'BURROWS BAY ROAD', EXCEPT THE 'COPPER MINE ROAD' ALONG THE EAST LINE THEREOF, AND EXCEPT THE FOLLOWING DESCRIBED TRACTS: A) BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 88 DEGREES 59'46" WEST ALONG THE SOUTH LINE OF SAID SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, 30.00 FEET TO THE WEST LINE OF THE 'COPPER MINE ROAD'; THENCE CONTINUE NORTH 88 DEGREES 59'46" WEST 781.88 FEET; THENCE NORTH 2 DEGREES 11'29" EAST 669.34 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, SAID POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN TRACT CONVEYED TO THE PORT OF ANACORTES, A MUNICIPAL CORPORATION BY DEED RECORDED UNDER AUDITOR'S FILE NO. 716164; THENCE FROM SAID TRUE POINT OF BEGINNING RUN SOUTH 2 DEGREES 11'29" WEST ALONG THE WEST LINE OF SAID PORT OF ANACORTES TRACT, A DISTANCE OF 15 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER TO THE EASTERLY LINE OF THE 'BURROWS BAY ROAD'; THENCE NORTHERLY ALONG SAID EASTERLY LINE TO THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE EAST ALONG SAID NORTH LINE TO THE TRUE POINT OF BEGINNING. B) BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE NORTH 88 DEGREES 59'46" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION 30.00 FEET TO THE WEST LINE OF THE 'COPPER MINE ROAD', AND THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 59'46" WEST 781.88 FEET; THENCE NORTH 2 DEGREES 11'29" EAST 669.34 FEET TO THE NORTH LINE OF SAID SUBDIVISION; THENCE SOUTH 88 DEGREES 40'23" EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 760.00 FEET TO THE WEST LINE OF THE 'COPPER MINE ROAD'; THENCE SOUTH 0 DEGREES 18'59" WEST ALONG SAID ROAD A DISTANCE OF 664.96 FEET TO THE TRUE POINT OF BEGINNING. SURVEY RECORDED UNDER AF#200807220033.

2016 Values for 2017 Taxes*

Building Market Value	\$0.00
Land Market Value	+\$540,000.00
Total Market Value	\$540,000.00
Assessed Value	\$540,000.00
Taxable Value	\$540,000.00

Sale Information

Deed Type	WARRANTY DEED
Sale Date	2016-03-25
Sale Price	\$2,000,000.00

2017 Property Tax Summary

2017 Taxable Value	\$540,000.00
General Taxes	\$5,141.88
Special Assessments/Fees	
Total Taxes	\$5,141.88

* Effective date of value is January 1 of the assessment year (2016)

[Legal Description at time of Assessment](#)

*Land Use	(111) HOUSEHOLD, SFR, INSIDE CITY	WAC 458-53-030
Neighborhood	(26ANADEVA) ANACORTES RESIDENTIAL DEVELOPMENT LAND	
Levy Code	0900	Fire District
School District	SD103	Exemptions
Utilities	SEW,WTR-P	Acres
		7.20

Improvement 1 Attributes Summary

Building Style	SINGLE FAMILY RESIDENCE		
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.

RETURN ADDRESS:

Skagit Bank
Main Office
301 E. Fairhaven Ave
P O Box 285
Burlington, WA 98233



201605130083

Skagit County Auditor \$82.00
5/13/2016 Page 1 of 9 1:44PM



DEED%#####%#####%05-11-2016*

DEED OF TRUST

DATE: May 11, 2016

Reference # (if applicable): 155128-SA ✓

Additional on page ____

Grantor(s):

1. 48 NORTH ON FIDALGO ISLAND, LLC.

Grantee(s)

1. Skagit Bank
2. Land Title Company of Skagit County, Trustee

Land Title and Escrow

Legal Description: Ptn NE 1/4 of SE 1/4, 22-35-1 E W.M.

Additional on page ____

Assessor's Tax Parcel ID#: 350122-4-004-0000 (P31681)

THIS DEED OF TRUST is dated May 11, 2016, among 48 NORTH ON FIDALGO ISLAND, LLC., a Washington Limited Liability Company, whose address is 2018 R AVE, ANACORTES, WA 98221-0000 ("Grantor"); Skagit Bank, whose mailing address is Main Office, 301 E. Fairhaven Ave, P O Box 285, Burlington, WA 98233 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Land Title Company of Skagit County, whose mailing address is P O Box 445, Burlington, WA 98233 (referred to below as "Trustee").

**DEED OF TRUST
(Continued)**

Page 2

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust with power of sale, right of entry and possession and for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Skagit County, State of Washington:

See Schedule A-1, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as NHH Oakes Ave (30 single family lots), Anacortes, WA 98221. The Real Property tax identification number is 350122-4-004-0000 (P31681).

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor hereby assigns as security to Lender, all of Grantor's right, title, and interest in and to all leases, Rents, and profits of the Property. This assignment is recorded in accordance with RCW 65.08.070: the lien created by this assignment is intended to be specific, perfected and choate upon the recording of this Deed of Trust. Lender grants to Grantor a license to collect the Rents and profits, which license may be revoked at Lender's option and shall be automatically revoked upon acceleration of all or part of the indebtedness. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS ALSO GIVEN TO SECURE ANY AND ALL OF GRANTOR'S OBLIGATIONS UNDER THAT CERTAIN CONSTRUCTION LOAN AGREEMENT BETWEEN GRANTOR AND LENDER OF EVEN DATE HERewith. ANY EVENT OF DEFAULT UNDER THE CONSTRUCTION LOAN AGREEMENT, OR ANY OF THE RELATED DOCUMENTS REFERRED TO THEREIN, SHALL ALSO BE AN EVENT OF DEFAULT UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions.

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default). The following provisions relate to the use of the Property or to other limitations on the Property. The Real Property is not used principally for agricultural purposes.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply, and shall promptly cause compliance by all agents, tenants or other persons or entities of every nature whatsoever who rent, lease or otherwise use or occupy the Property in any manner, with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Deed of Trust or (B) increase the interest rate provided for in the Note or other document evidencing the indebtedness and impose such other conditions as Lender deems appropriate, upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property, whether

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legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Washington law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a fair value basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be canceled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance. If available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is furnished, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid without interest to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of

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the Note, or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust; and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the indebtedness secured by this Deed of Trust; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addressee. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related

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Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee shall be paid by Grantor, if permitted by applicable law. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto", and the recitals in the reconveyance of any matters or facts shall be conclusive proof of the truthfulness of any such matters or facts.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to exercise its power of sale and to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of

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the Property, with the power to protect and preserve the Property, to operate the Property preceding or pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless required by applicable law, or unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a Successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Skagit County, State of Washington. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page or the Auditor's File Number where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, upon conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Subject to applicable law, and except for notice required or allowed by law to be given in another manner, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be changed or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be

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used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Washington without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Washington.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured by this Deed of Trust.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Skagit Bank, and its successors and assigns.

Borrower. The word "Borrower" means 48 NORTH ON FIDALGO ISLAND, LLC, and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Grantor. The word "Grantor" means 48 NORTH ON FIDALGO ISLAND, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Deed of Trust.

Lender. The word "Lender" means Skagit Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated May 11, 2016, in the original principal amount of **\$2,362,500.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other

DEED OF TRUST
(Continued)

Page 8

instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness; provided, that guaranties and environmental indemnity agreements are not "Related Documents" and are not secured by this Deed of Trust.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Land Title Company of Skagit County, whose mailing address is P O Box 445, Burlington, WA 98233 and any substitute or successor trustees.

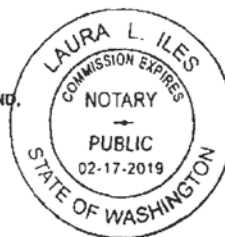
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

48 NORTH ON FIDALGO ISLAND, LLC.

STRANDBERG INVESTMENTS, LLC., Member of 48 NORTH ON FIDALGO ISLAND, LLC.

By: NELS G STRANDBERG, Member of STRANDBERG INVESTMENTS, LLC.



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Skagit) SS

On this 12th day of May, 20 16, before me, the undersigned Notary Public, personally appeared NELS G STRANDBERG, Member of STRANDBERG INVESTMENTS, LLC., Member of 48 NORTH ON FIDALGO ISLAND, LLC., and personally known to me or proved to me on the basis of satisfactory evidence to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Laura L. Iles
Notary Public in and for the State of WA

Residing at Anacortes
My commission expires 2-17-19

REQUEST FOR FULL RECONVEYANCE

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. You are hereby requested, upon payment of all sums owing to you, to reconvey without warranty to the persons entitled thereto, the right, title and interest now held by you under the Deed of Trust.

Date: _____

Beneficiary: _____
By: _____
Its: _____

Schedule "A-1"

155128-SA

DESCRIPTION:

That portion of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 35 North, Range 1 East, W.M., lying Southeasterly of the "BURROWS BAY ROAD", EXCEPT the "COPPER MINE ROAD" along the East line thereof, AND EXCEPT the following described tracts:

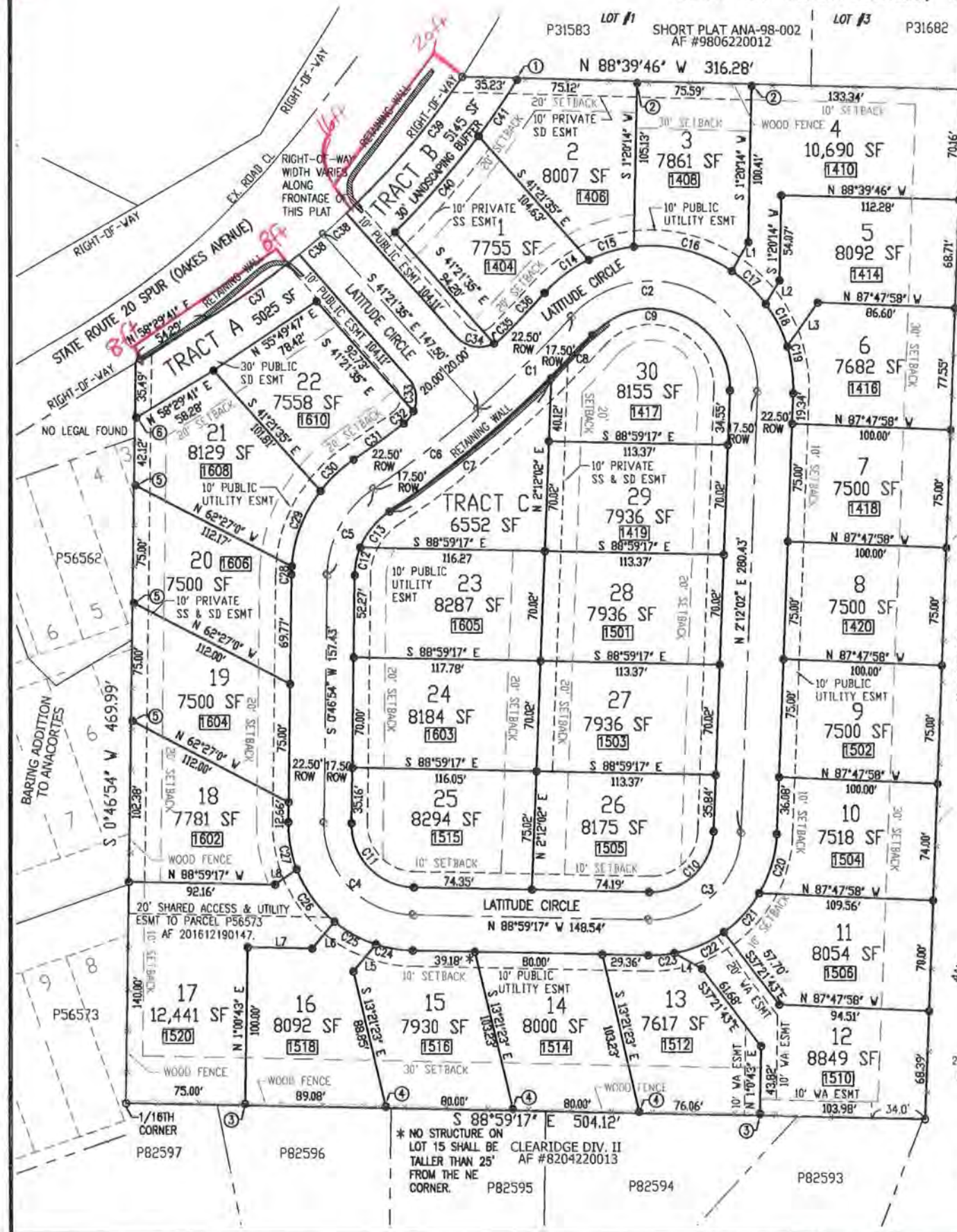
a.) Beginning at the Southeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section; thence North $88^{\circ}59'46''$ West along the South line of said South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, 30.00 feet to the West line of the "COPPER MINE ROAD"; thence continue North $88^{\circ}59'46''$ West 781.88 feet; thence North $2^{\circ}11'29''$ East 669.34 feet to the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the true point of beginning of this description, said point being the Northwest corner of that certain tract conveyed to the Port of Anacortes, a municipal corporation, by deed recorded July 22, 1968, under Auditor's File No. 716164; thence from said true point of beginning run South $2^{\circ}11'29''$ West along the West line of said Port of Anacortes tract, a distance of 15 feet; thence West parallel with the North line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ to the Easterly line of the "BURROWS BAY ROAD"; thence Northerly along said Easterly line to the North line of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence East along said North line to the true point of beginning.

b.) Beginning at the Southeast corner of the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; thence North $88^{\circ}59'46''$ West along the South line of said subdivision 30.00 feet to the West line of the "COPPER MINE ROAD", and the true point of beginning; thence continue North $88^{\circ}59'46''$ West 781.88 feet; thence North $2^{\circ}11'29''$ East 669.34 feet to the North line of said subdivision; thence South $88^{\circ}40'23''$ East along the North line of said subdivision 760.00 feet to the West line of the "COPPER MINE ROAD"; thence South $0^{\circ}18'59''$ West along said road a distance of 664.96 feet to the true point of beginning.

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

*48 North retaining wall
approximate area in red

48 NORTH PLAT & PUD
SECTION 22, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
CITY OF ANACORTES, WASHINGTON



CURVE TABLE

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE
C1	670.00'	83.10'	7°06'23"	C27	80.00'	30.43'	21°47'32"
C2	67.50'	165.72'	140°40'00"	C28	90.00'	5.15'	3°16'54"
C3	57.50'	89.13'	88°48'41"	C29	90.00'	52.06'	33°08'26"
C4	57.50'	90.09'	89°46'11"	C30	90.00'	29.15'	18°33'35"
C5	67.50'	64.77'	54°58'55"	C31	647.50'	39.20'	3°28'07"
C6	670.00'	83.10'	7°07'24"	C32	20.00'	10.06'	28°48'20"
C7	687.50'	133.07'	11°05'24"	C33	20.00'	22.64'	64°50'58"
C8	687.50'	37.68'	3°08'24"	C34	20.00'	26.36'	75°31'21"
C9	50.00'	122.76'	140°40'00"	C35	20.00'	6.33'	18°07'56"
C10	40.00'	62.00'	88°48'41"	C36	647.50'	39.01'	3°27'06"
C11	40.00'	62.67'	89°46'11"	C37	522.50'	69.86'	7°39'39"
C12	50.00'	18.11'	20°45'08"	C38	522.50'	20.00'	2°11'35"
C13	50.00'	29.87'	34°13'48"	C39	522.50'	125.40'	13°00'15"
C14	90.00'	35.21'	22°24'53"	C40	552.50'	80.82'	8°22'54"
C15	90.00'	30.00'	19°06'00"	C41	552.50'	44.58'	4°37'21"
C16	90.00'	65.57'	41°44'31"				
C17	90.00'	30.00'	19°06'00"				
C18	90.00'	30.16'	19°12'00"				
C19	90.00'	30.02'	19°06'36"				
C20	80.00'	39.50'	28°17'27"				
C21	80.00'	33.75'	24°10'07"				
C22	80.00'	34.21'	24°30'00"				
C23	80.00'	16.55'	11°51'16"				
C24	80.00'	23.74'	17°00'00"				
C25	80.00'	30.02'	21°30'00"				
C26	80.00'	41.16'	29°28'39"				

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 29°29'13" E	21.20'
L2	N 29°29'13" E	17.30'
L3	N 34°46'17" E	34.11'
L4	N 60°33'11" W	20.02'
L5	N 39°30'43" E	22.27'
L6	N 39°30'43" E	22.22'
L7	S 88°59'17" E	40.64'
L8	S 54°30'43" W	16.82'

NOTES

1. SET CONCRETE MON WITH BRASS CAP IN CASE WITH COVER.
2. SET RE-BAR AND RED CAP PLS. #27817.
3. FOUND EXISTING REBAR AND CAP MARKED PLS #9569 OR AS NOTED. VISITED 1-4-2017.
4. EQUIPMENT USED: CARLSON CR2 2" TOTAL STATION.
5. ALL CONCRETE MONUMENTS WERE VISITED ON 2-1-2017.
6. ERROR OF CLOSURE MEETS WASHINGTON STATE SURVEY STANDARDS.
7. SURVEY METHOD: STANDARD FIELD TRAVERSE.
8. BASIS OF BEARINGS: Record of Survey, AF 200807220033.
9. ADDRESSES SHOWN ON PLAT.
10. SEE SHEET 3, PUD AND PLAT CONDITIONS #2 FOR BUILDING SETBACK REQUIREMENTS.

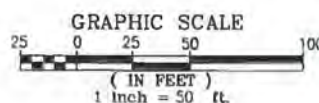
OFFSET PROPERTY CORNER NOTES

1. REBAR & CAP SET 1.00' S 32°20'58" W OF TRUE CORNER DUE TO FENCE.
2. REBAR & CAP SET 1.00' S 1°20'14" W OF TRUE CORNER DUE TO FENCE.
3. REBAR & CAP SET 1.00' N 1°0'43" E OF TRUE CORNER DUE TO FENCE.
4. REBAR & CAP SET 1.00' N 13°21'22" W OF TRUE CORNER DUE TO FENCE.
5. REBAR & CAP SET 1.00' S 62°27'00" E OF TRUE CORNER DUE TO FENCE.
6. REBAR & CAP SET 1.00' N 58°29'41" E OF TRUE CORNER DUE TO FENCE.



OWNER/DEVELOPER
48 NORTH ON FIDALGO ISLAND LLC
PO BOX 319
ANACORTES, WA 98221

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



PUD-2015-0003

PW #16-005-DEV

DWN BY: DKH
DATE: JAN 2017

HERRIGSTAD ENGINEERING & SURVEYING
4320 Whistle Lake Road, Anacortes, WA 98221 (360) 299-8804

SCALE: NOTED
JOB 2015-53

EXHIBIT #08

SKAGIT TRANSIT EMAIL

Cricchio, Kevin

From: Brad Windler <BWindler@skagittransit.org>
Sent: Tuesday, January 17, 2017 10:11 AM
To: Debbie Headrick
Subject: RE: Bus Stop Location Possibility

Hi Debbie,

Skagit Transit has sufficient bus stops in place along Oakes. We will not need a stop in front of your development.

Thanks,

Brad Windler, Service Development Planner



600 County Shop Lane
Burlington, WA 98233
360-757-5179
bwindler@skagittransit.org

From: Brad Windler
Sent: Monday, January 09, 2017 12:45 PM
To: 'Debbie Headrick'
Subject: RE: Bus Stop Location Possibility

Hi Debbie,

I did get the email. I had asked one of the operations folks for their opinion on this location and I have not heard back. I will follow up with them in person today and get you a response today.

Thanks,

Brad Windler, Service Development Planner



600 County Shop Lane
Burlington, WA 98233
360-757-5179
bwindler@skagittransit.org

From: Debbie Headrick [<mailto:debbie@strandbergconstruction.com>]
Sent: Monday, January 09, 2017 12:43 PM
To: Brad Windler
Subject: [QUAR] FW: Bus Stop Location Possibility
Importance: High

Brad,

Please confirm you have received notice of this information. See email below.

Thank you,

Debbie Headrick
Executive Assistant



2018 R Avenue
PO Box 319
Anacortes WA 98221
Phone: 360-293-7431

From: Debbie Headrick
Sent: Wednesday, December 21, 2016 1:14 PM
To: 'bwindler@skagittransit.org' <bwindler@skagittransit.org>
Subject: FW: Bus Stop Location Possibility

Brad,

We spoke back in July regarding a possible location for a Skagit Transit Bus Stop at our new plat 48 North in Anacortes; however now that we are further along with the plat development, there is not going to be a safe place for the bus to pull off the busy Oakes Avenue/Hiway 20. On Google Earth it shows a bus stop approximately 700 feet East of 48 North at the intersection of Oakes and Anacopper Rd. Once you have had a chance to review please feel free to contact me with questions.

Happy Holidays,

Debbie Headrick
Executive Assistant



2018 R Avenue
PO Box 319
Anacortes WA 98221
Phone: 360-293-7431

From: Debbie Headrick
Sent: Thursday, July 21, 2016 11:04 AM
To: 'bwindler@skagittransit.org' <bwindler@skagittransit.org>
Subject: FW: Bus Stop Location Possibility

Brad,

Attached is the information we discussed our plat is on the South side of Oakes Avenue P31681. We are clearing property now, starting utilities in approx. 30 days. Let me know if you have questions or need additional information.

Thank you,

Debbie Headrick
Executive Assistant



2018 R Avenue
PO Box 319
Anacortes WA 98221
Phone: 360-293-7431

Confidentiality Notice: This email, including any attachments, contains information that may be confidential or privileged, and is intended solely for the entity or individual to whom it is addressed. If you are not the intended recipient, please notify us immediately by return email and destroy all information received. Any unauthorized review, use, disclosure or distribution is prohibited.

EXHIBIT #09

THIRD PARTY REVIEW (STORMWATER)

DRAINAGE REVIEW SUMMARY

Project: Plat of 48 North
Owner: Strandberg Construction
Date: 1 March 2017
Reviewer: David A. Lervik, PE



This project was reviewed for compliance to the Washington State Department of Ecology 2005 Stormwater Manual for Western Washington. Stormwater runoff analysis was performed using MGS Flood (version 4.37).

The civil design and stormwater report were prepared by Dale Herrigstad, PE, PLS of Herrigstad Engineering & Surveying.

MINIMUM REQUIREMENTS

The size and scope of the project triggers compliance with Minimum Requirements 1-10. The following table discusses how each of these requirements has been met.

MR	Title	Comments
1	Stormwater Site Plan	The engineer prepared a Stormwater Site Plan following the requirements set forth in Section Volume 1, Chapter 3.1 of the Manual. Although Item #8 ("Compliance with All Applicable Minimum Requirements") is not specifically addressed in the narrative, subsequent sections fully address this topic.
2	Stormwater Pollution Prevention Plan (SWPPP)	The report contains a SWPPP addressing control of stormwater during construction.
3	Source Control of Pollution	This requirement is met through application of BMPs outlined in the SWPPP during construction.
4	Preservation of Natural Drainage Channels	Not applicable. The site neither contains nor drains to a specific natural drainage system. All elements of the downstream conveyance are man-made.

L E R V I K E N G I N E E R I N G

5	On-Site Stormwater Mgmt.	The designer proposes to collect and convey stormwater from all areas of the site and convey them to the downstream conveyance. This effectively protects adjacent properties from flooding, and minimized erosion potential. The downstream conveyance analysis was reviewed using Autodesk Storm Sewer Analysis software, which confirmed the engineer's statement on the available capacity of the system to handle the existing and proposed flows.
6	Runoff Treatment	The engineer proposes treatment of runoff from Pollutant Generating Impervious Surfaces by routing it through a biofiltration swale (BMP T9.10) for treatment prior to discharge. Roof and footing drains bypass the treatment system.
7	Flow Control	As noted in MR-1 of the drainage report, the designer has demonstrated that adequate capacity is present in the downstream conveyance system. This is achieved by connecting to the Edwards Avenue System (on the north side of Oaks Avenue) rather than the Clearidge System, which is now at capacity. Furthermore, the system drains to salt water, which is an exempt water body for flow attenuation. As such, no on-site detention is proposed. The stormwater runoff was evaluated using MGS Flood software, which is approved modeling program by the DOE. Our review found that the runoff rates presented by the engineer are consistent with the continuous simulation modeling required in the Manual.
8	Wetlands Protection	The applicant has determined that there are no wetlands on the site or impacted by the project.
9	Basin/Watershed Planning	The engineer has reviewed the City's Comprehensive Stormwater Management Plan, and has followed the findings and recommendations contained therein. This involved the use of the Edwards Avenue storm system instead of the Clearidge storm drainage system.

L E R V I K E N G I N E E R I N G

10	Operations & Maintenance	The engineer has provided O&M materials for the biofiltration swale, as detailed in the DOE Manual.
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DOWNSTREAM ANALYSIS

The engineer performed an analysis of the downstream conveyance system. This is a series of 12" CPE pipes that begins on the north side of Oaks Avenue adjacent to the project. The system runs along Oaks Avenue into the plat of San Juan Passage along Edwards Way to its outfall at salt water.

My analysis confirms that this system has the capacity to convey the runoff from the Plat of 48 North, as well as additional water collected along its length. No other areas appear to be tributary to this system; as such, no additional capacity analysis is provided.

CONCLUSION

My review of this plan and document finds that it is in compliance with the 2005 DOE Stormwater Manual, and that the runoff rates, treatment BMPs and downstream capacity have been designed consistent with standard engineering practices.



EXHIBIT #10

**CITY OF ANACORTES' PUBLIC WORKS
DEPARTMENT RECOMMENDATION**



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

Date: March 2, 2017

To: Don Measamer, Planning Director

From: Steven Lange

Subject: Acceptance of the Final Plat for "48 North on Fidalgo Island"

cc: Fred Buckenmeyer, Eric Shjarback, Kevin Cricchio

The Public Works Department coordinated the final plat review with other City Departments and determined that the construction of 48 North on Fidalgo Island project is substantially complete. The items shown on the attached sheet are not yet finished, but can be bonded to insure completion:

We recommend approval of the final plat of 48 North on Fidalgo Island subject to:

1. The receipt of an acceptable Performance Bond in the amount of \$148,100.96 (150% of estimated completion costs), for the remaining items to be completed and;
2. Receiving a 2 year Maintenance Bond that is 10% of the actual construction costs when the work stated in the Performance Bond is completed and accepted by the Public Works Department.
3. Receiving a final Drawing of Record.
4. Final review and approval of the plat drawing assuring conformance to the project requirements.

Thank you,

Steven Lange
Project Manager



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

48 NORTH

Performance Bond Item List

Detention Ponds and Bio Swales		Totals
Equipment and Labor		
16 Hrs 220 @ \$175.00 per hour \$		\$ 2,800.00
Pipe Materials		\$ 982.62
Mulch, Sand, Drain Rock		\$ 1,000.00
Curbs and Gutter		DONE
70' Length on Oakes Avenue		
Backstrom Per/Ft Price 70' @ \$9.84		\$ 688.80
Sidewalks		DONE
Backstrom Price		\$ 30,553.20
Driveways		
Backstrom Price		\$ 16,600.00
ADA Ramps		DONE
5 @ \$950.00 Each		\$ 4,750.00
Streets		DONE
Lakeside Industries Price - adjusted for Crushed Surfacing		\$ 75,000.00
Monuments		
Surveying, Labor and Material		\$ 3,500.00
Street Lighting		
INTO-LIGHT product ordered and paid for		\$ 20,862.88
Mailboxes		
Mailboxes purchased, location approved, labor to install		\$ 250.00
Signs & Stop Bars		
Channelization on Oakes Avenue		
Flagging, Striping, ETC.		\$ 2,800.00
Landscaping		
Labor and Equipment		\$ 15,000.00
Plants, Soil, Mulch		\$ 10,000.00
Irrigation		\$ 10,000.00
		\$ 194,787.50
REMAINING ASPHALT		
03.02.17:	Performance Bond Calculated at x 150%	\$ 292,181.25
APPROXIMATELY 2/3 PAVED & CRUSHED. 1/3 REMAINS		
95,365.4 / 3 = \$ 31,788.47 REMAINING		
SUBTOTAL 98,733.97 x 50% 49,366.99 \$ 148,100.96 - TOTAL PERF. BOND		
03.02.17 SPL		



Planning Commission Agenda Bill

Meeting Date: 3/8/2017 **Agenda Item:** 5

Subject: Swinomish Indian Tribal Community, CUP-2016-1005

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 /Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building. The project has been identified as a "Local" Essential Public Facility per AMC § 17.75.060(A)(2). An open-record public hearing before the Planning Commission has been scheduled for 6:00 PM on March 8, 2017.

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 /Essential Public Facility subject to the 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 /EPF Criteria of Approval, Inventory of Existing EPF in Skagit County/ Region, Community Relations Plan, & Letters in Support

Exhibit #02, Assessor's Info & City GIS Map

Exhibit #03, Notice of Application & Determination of Local Essential Public Facility & Notice of Hearing

Exhibit #04, Public Comments Received

Exhibit #05, Agency & Department Comments Received

Exhibit #06, Anacortes Municipal Code, Chapter 17.75 –Essential Public Facilities

Exhibit #07, Site Photos

Exhibit #08, Site Plan & Elevations



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

OPEN-RECORD PUBLIC

HEARING DATE: Wednesday, March 8, 2017, @ 6:00 PM

CLOSED-RECORD PUBLIC

HEARING DATE: Monday, March 27, 2017, @ 6:00 PM

FILE NUMBER: CUP-2016-1005

PROJECT LOCATION: The site is addressed as 8212 South March Point Road, Anacortes, WA and is located within a portion of Section 04; Township 34 North; Range 02 East; Willamette Meridian.

**APPLICANT &
LANDOWNER:** Swinomish Indian Tribal Community
C/O: Rachel Sage, Tribal Attorney
11404 Moorage Way
La Conner, WA 98257

PROJECT ARCHITECT: Brooks Middleton, Architect
2415 "T" Avenue, Suite 202
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 /Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building. The project has been identified as a "Local" Essential Public Facility per AMC § 17.75.060(A)(2).

SUBJECT PARCEL: P19877

EXISTING LAND USE: An existing commercial building is located on the subject property that use to be used by Bayside Fitness. The building currently sits vacant.

CURRENT ZONING & COMP.

PLAN DESIGNATION: Light Manufacturing 1 Use (LM1) Zoning District

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Heavy Manufacturing Use (HM) Zoning District	Skagit Transit Facility /Park & Ride, a Commercial Business, & Shell Puget Sound Refinery
South:	Light Manufacturing 1 Use (LM1) Zoning District	State Route Twenty (SR-20)
East:	Light Manufacturing 1 Use (LM1) Zoning District	Commercial Business & a Single Family Residence
West:	Light Manufacturing 1 Use (LM1) Zoning District	Single-family Residence

SITE ACREAGE: Net Acreage = 1.43 ± acres (According to Assessor's Records)

DRAFT FINDINGS OF FACT:

I. GENERAL BACKGROUND:

1. The applicant wishes to permit an outpatient substance use and primary care medical service type of land use within an existing commercial office building located on site.
2. Essential Public Facilities shall be permitted in all zones via a Conditional Use Permit per AMC § 17.75.060(C).
3. On December 5, 2016, the applicant submitted the subject Conditional Use Permit /Essential Public Facility to the City of Anacortes' Planning, Community, & Economic Development Department.
4. The City of Anacortes' Planning Director classified the proposed use as a "Local" Essential Public Facility per Anacortes Municipal Code (AMC) § 17.75.060(A)(2).
5. On December 23, 2016, the subject application was deemed complete.
6. No appeals of the Planning Director's classification of the EPF as a local Essential Public Facility were received (AMC § 17.08.080).
7. A fourteen (14) day comment period for the subject application, ended at 5:00 PM on January 26, 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. Per AMC § 17.75.060(A)(4), a Notice of Determination that the subject EPF was classified as a “Local” Essential Public Facility was published in both the Skagit Valley Herald and Anacortes American Newspapers. This “Notice of Determination” was combined with the respective “Notice of Application.” Publication of the Notice of Application and Determination of Local Essential Public Facility” occurred on January 11, 2017, in both the Skagit Valley Herald and Anacortes American Newspapers.
2. A “Notice of Hearing” was published on February 15, 2017, in both the Skagit Valley Herald and Anacortes American Newspapers.
3. Both the Notice of Application and Hearing were posted in two different locations on the subject property on December 4, 2016 and February 10, 2017, respectively.
4. Neighboring landowners located within 300 feet of the subject property were mailed the Notice of Application and Hearing on January 5, 2017, and February 10, 2017, respectively.
5. Agencies and departments of jurisdiction were solicited for comment on January 5, 2017.
6. Notice of Application and Hearing was posted at city hall, the library, the local USPS office, and on the City’s website on January 4, 2017, and February 10, 2017, respectively.

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 as no construction is proposed. The subject proposal only involves a change of use to an existing commercial building.

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. An “office” type of land use was permitted on the subject property located in the LM1 Zone by an approved Conditional Use Permit, File #: 04-010. The associated commercial building permit is BLD-2005-0050. A 10,314 square foot commercial building was constructed on site.
2. Off-street parking required for the commercial building was based on the minimum number of stalls for “office” type land uses per AMC Chapter 17.46.
3. The applicant has applied for a Conditional Use Permit -Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building. The project has been identified as a “Local” Essential Public Facility per AMC § 17.75.060(A)(2).
4. According to AMC § 17.75.060(E), Type Two Local Essential Public Facilities shall be granted by the city only if the applicant can demonstrate the following:

A) The proposal shall be consistent with the comprehensive plan and intent of the underlying zoning of the proposed site.

STAFF ANALYSIS:

The subject proposal will be consistent with the City of Anacortes’s Comprehensive Plan as it will meet numerous policies that are listed in the Comprehensive Plan including but not limited to a balanced economy (ED-1), essential public facilities (CF-8), and healthy communities (LU-10) while providing high quality health and community services and economic opportunities in the City of Anacortes.

The subject property is located in the Light Manufacturing 1 Use Zoning District. Pursuant to AMC § 17.19.010, the Light Manufacturing 1 Zone (LM1) is the SR-20/March Point industrial zone. The purpose of the LM1 Zone is intended to accommodate industrial type uses that do not need water access or proximity to the central business district or to the Commercial Avenue corridor. The proposed use will be consistent with the LM1 Zoning District. Some non-industrial land uses are permitted in the LM1 Zone per AMC § 17.19.020 provided they are compatible with industrial uses.

Additionally, per AMC § 17.75.060(C)(1), essential public facilities (EPF) are allowed in all zoning districts as a conditional use permit. Furthermore, according to AMC § 17.75.020(B), essential public facilities are defined as “those facilities which are difficult to site, such as state and regional transportation facilities, state and local correctional facilities, solid waste handling facilities, and in-patient facilities (including substance abuse, mental health, and group home facilities). The Growth Management Act mandates that no local development regulation may preclude the siting of essential public facilities.”

- B) The project applicant has demonstrated a need for the project, as supported by an analysis of the projected service population, an inventory of existing and planned comparable facilities, and the projected demand for the type of facility proposed.**

STAFF ANALYSIS:

The proposed outpatient substance use and primary care medical service will primarily serve greater Skagit County. The facility will have the capacity to serve 0-350 individuals within a given day. Although the facility primarily will serve Skagit County, it will not turn away individuals from other counties seeking help. There is an opioid epidemic in Washington State and the United States as a whole. Deaths in Washington State attributed to opioid overdose have increased dramatically in the last decade or more. There is definitely a need for this facility to serve Skagit County and surrounding areas. Additionally, the applicant has submitted an extensive analysis of the proposed use that discusses a need for the project, projected service population, an inventory of existing/comparable facilities, and projected demand for the proposed use (**See Exhibit #01**).

- C) If applicable, the project would serve a significant share of the City's population, and the proposed site will reasonably serve the project's overall service population.**

STAFF ANALYSIS:

The proposed outpatient substance use and primary care medical service will serve and benefit the City of Anacortes. Additionally, it is located within close proximity to State Route Twenty (SR-20). It is easily accessible by automobile, bus, and park and ride.

- D) The applicant has reasonably investigated alternative sites, as evidenced by a detailed explanation of site selection methodology.**

STAFF ANALYSIS:

The proposed use is within an existing commercial office building that use to be used a fitness center /gym. It sits vacant today. The proposed use will take place within this existing building with only interior remodeling proposed. It is easily accessible for those seeking treatment due to proximity to both SR-20, I-5, and Skagit Transit Facility/ park & ride.

- E) The project is consistent with the applicant's own long-range plans for facilities and operations.**

STAFF ANALYSIS:

The proposed project will be consistent with the applicant's long-range plans for facilities and operations. Swinomish Indian Tribal Community owns several properties in the near vicinity as well as the Casino and Lodge located a few miles to the east along SR-20.

- F) The project has fewer impacts in the particular geographic area in contrast with other available locations.**

STAFF ANALYSIS:

The project will generate substantially fewer impacts to the geographic area in contrast to other possible locations as the proposed use is within an existing commercial office building that currently sits vacant. No new construction except for an interior remodel is proposed.

- G) The applicant has provided a meaningful opportunity for public participation in the siting decision and development of mitigation measures that is appropriate in light of the project's scope, applicable requirements of the city code, and state or federal law.**

STAFF ANALYSIS:

The applicant has provided an opportunity for public participation as it relates to the siting decision and development of mitigation measures that is appropriate in light of the project's scope, applicable requirements of the city code, and state or federal law. Swinomish Indian Tribal Community prepared a Community Relations Plans (**See Exhibit #01**) as part of the requirement for certification as an opiate treatment program with the Washington State Department of Behavioral Health and Recovery. As is discussed in the Community Relations Plan, there were several dates when public outreach occurred soliciting public input.

- H) The proposal complies with applicable requirements of all other applicable provisions of the City Code.**

STAFF ANALYSIS:

The subject proposal will comply with all applicable local, state, and federal requirements /laws.

- I) The project site meets the facility's minimum physical site requirements, including project expansion needs. Site requirements shall be determined by the minimum size of the facility, setbacks, access, support facilities, topography, geology, and on-site mitigation needs.**

STAFF ANALYSIS:

The proposed use will be within an existing commercial office building, which involves only an interior remodel therein. No expansions are proposed or anticipated at this time.

J) The proposal, as conditioned, adequately mitigates significant adverse impacts to life, limb, property, the environment, public health and safety, transportation systems, economic development, and other identified impacts.

STAFF ANALYSIS:

The City of Anacortes Department of Planning, Community, & Economic Development (PCED) received comment (verbal and/or written) from both the Police and Fire Departments concerning potential impacts by the proposed use. Following coordination with both the Fire and Police Departments, PCED added condition number eleven (11) below to address their concerns.

The project will implement a security plan that's designed to prevent any potential adverse impacts to the public. A full-time security staff and surveillance system will be used as part of this security plan. As conditioned below, the proposed security plan shall be submitted to the City of Anacortes Police Department for review and approval prior to Certificate of Occupancy being issued. Additionally, as conditioned below, down-shielded exterior lighting will be required both in the parking lot and around the existing building thereby increasing security to staff and clientele utilizing the services of the facility.

Economically speaking, the proposed use will have a positive impact on the economic development of the City of Anacortes as a result of approximately twenty (20) plus jobs being added by the business.

The project site is in within close proximity to both SR-20 and I-5. Additionally, a large paved parking lot will provide adequate off-street parking for clients of the outpatient substance use and primary care medical service. Skagit Transit Facility /park & ride is located across the street from the project site. Due to possible increased traffic (foot traffic and vehicular) to the business, a condition has been added below that a crosswalk be constructed across South March Point Road to provide safe passage for users of the Skagit Transit Facility /park & ride utilizing the services of the outpatient substance use and primary care medical service facility. The applicant also proposes the use of shuttles to pick-up and drop-off clients who are using the services of the facility.

No environmental impacts are anticipated by the subject proposal as the proposed use will occur within an existing commercial building. Only an interior remodel is proposed with no expansion to the building proposed or anticipated at this time.

- K) **The proposal shall not have any probable significant adverse impact on critical areas or resource lands, except for lineal facilities, such as highways, where no feasible alternative exists.**

STAFF ANALYSIS:

The proposed use will occur within an existing commercial office building. No adverse impacts will occur to either critical areas or resource lands within close proximity to the subject proposal.

- L) **The proposal incorporates specific features to ensure it responds appropriately to the existing or planned character, appearance, quality of development, and physical characteristics of the site and surrounding property.**

STAFF ANALYSIS:

The proposed use will occur within an existing commercial office building. Only an interior remodel /tenant improvement is proposed with no expansion proposed or anticipated.

- M) **Major public facilities which generate substantial traffic should be sited near major transportation corridors.**

STAFF ANALYSIS:

The subject proposal is located within close proximity to two major transportation corridors - SR-20 and I-5. The proposed project however is not anticipated to generate much traffic. Additionally, the Public Works Department did not require a traffic impact study /report associated with this project.

- N) **The project sponsor has proposed mitigation measures that are consistent with the Uniform Relocation Act Chapter 8.26 RCW, 468-100 WAC, as now and hereafter amended when otherwise required by law.**

STAFF ANALYSIS:

No mitigation measures are proposed by the applicant – the Swinomish Indian Tribal Community.

5. 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 /Essential Public Facility **has, has 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 /Essential Public Facility 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 /Essential Public Facility 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 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. Prior to a certificate of occupancy (CO) being issued, a premise isolation reduced pressure backflow assembly (RPBA) shall be installed as required by the City of Anacortes' Water Department. Test results shall be given to the Water Department for review and approval.
3. Development shall comply with the Public Works Department including but not limited to:
 - A. Restripe South March Point Road to incorporate two 11-foot driving lanes. This should leave one two-foot shoulder for separation between the bicycles and pedestrians on the south side of South March Point Road. Placement shall meet the requirements of the current MUTCD manual.
 - B. Delineate the existing multi-use facility with white chevron markings (hatchings) from the easterly boundary of the property to the westerly entrance to the Skagit Transit Facility/ Park & Ride.
 - C. A crosswalk shall be installed across South March Point Road on the east side of the Skagit Transit Facility /Park & Ride property. The crosswalk shall meet minimum city

engineering /WSDOT standards. The crosswalk shall include thermoplastic markings with a pedestrian push button actuated LED rapid flashing beacons crosswalk lights.

- D. Move bollards, mailboxes, and landscaping outside of walking/bike path.
4. All applicable permits shall be secured before any construction activities begin onsite.
5. At time of building permit application submittal, a landscape plan shall be submitted to PCED for review that shows how compliance with AMC Chapter 17.41 and 17.46 is being met. The landscape plan shall include the following:
 - A. Plants native to Western Washington are preferred.
 - B. One tree is required for every one thousand (1,000) square feet of lot area per AMC Chapter 16.50.
 - C. Parking lot landscaping shall comply with AMC Chapters 17.41 & 17.46.
 - D. In the LM1 Zone, trees located along the street frontage shall be planted thirty (30) feet apart with ground cover and shrubs uses liberally.
6. Prior to certificate of occupancy (CO) being issued, the applicant shall contact the City of Anacortes' Department of Planning, Community, and Economic Development for a site inspection to verify that the required landscaping required above is complete and in place.
7. Prior to certificate of occupancy (CO) being issued, the applicant shall contact the City of Anacortes' Department of Planning, Community, and Economic Development for a site inspection to verify that wood enclosures surrounded by landscaping have been constructed for all dumpster and recycling locations on site. Please follow dumpster specifications as is required by the Solid Waste Department.
8. Prior to certificate of occupancy (CO) being issued, exterior lighting shall be erected within the parking lot and on all sides of the building. All exterior lighting shall be down-shielded preventing light trespass.
9. Prior to certificate of occupancy being issued, the applicant shall submit the facility's security plan to the City of Anacortes Police Department for review and approval.
10. Any new signage on the subject property or building will require a sign permit application submitted to PCED for review and approval that complies with AMC Chapter 17.40.
11. The applicant has provided information regarding its plan to prevent impacts to City of Anacortes fire protection, emergency medical services (EMS) and law enforcement by providing transportation shuttles, a 24-hour alarm and surveillance system, on-site security, and on-site medical personnel. Although no significant potential impacts have been identified to date, the facility owner will nevertheless meet and confer with the City of Anacortes after a period of one (1) year of the facility's operation to identify any adverse impacts that occurred in the preceding year on City of Anacortes fire protection, EMS and law enforcement that exceed average impact levels for facilities serving a

similar number of people. If any such impacts are identified by the facility owner and City, the facility owner will develop a revised plan as necessary to address and reasonably mitigate such impacts, and submit such mitigation plan for approval by the Anacortes City Council.

These Findings of Fact, Conclusions of Law, and Recommendation were adopted by the City of Anacortes' Planning Commission on **March 8, 2017**.

**CITY OF ANACORTES, WASHINGTON
PLANNING COMMISSION**

By _____
Marty Laumbattus, Planning Commission Chair

APPEALS:

Appeals shall be filed in accordance with AMC § 17.10.100(E)(7) & (8)

EXHIBITS:

EXHIBIT NUMBER:	NAME OF EXHIBIT:
Exhibit #01	Master Permit Application, Narrative, CUP /EPF Criteria of Approval, Inventory of Existing EPF in Skagit County/ Region, Community Relations Plan, & Letters in Support
Exhibit #02	Assessor's Info & City GIS Map
Exhibit #03	Notice of Application & Determination of Local Essential Public Facility & Notice of Hearing
Exhibit #04	Public Comments Received
Exhibit #05	Agency & Department Comments Received
Exhibit #06	Anacortes Municipal Code, Chapter 17.75 –Essential Public Facilities
Exhibit #07	Site Photos
Exhibit #08	Site Plan & Elevations

EXHIBIT #01:

**MASTER PERMIT APPLICATION, NARRATIVE, CUP
/EPF CRITERIA OF APPROVAL, INVENTORY OF
EXISTING EPF IN SKAGIT COUNTY/ REGION,
COMMUNITY RELATIONS PLAN, & LETTERS IN
SUPPORT**

City of Anacortes – Planning, Community, and Economic Development

906 – 6th Street, P.O. Box 547, Anacortes, WA 98221-0547

MASTER PERMIT APPLICATION

	Applicant	Contact Person (if different)
1. Name:	<u>Swinomish Indian Tribal Community</u>	<u>Rachel Sage</u>
Mailing Address:	<u>11404 Moorage Way</u>	<u></u>
City, State, Zip:	<u>La Conner, WA 98257</u>	<u></u>
Phone#:	<u>(360) 466-7209</u>	<u></u>
Fax#:	<u>(360) 466-5309</u>	<u></u>
E-mail:	<u>rsage@swinomish.nsn.us</u>	<u></u>

2. Applicant's Interest to Property (check one)
☒ Owner ☐ Contract Purchaser ☐ Lessee ☐ Other (specify)

3. All Persons/Firms having an ownership interest in the property:

Name:	<u></u>	Phone#	<u></u>
Address:	<u></u>		
Name:	<u></u>	Phone#	<u></u>
Address:	<u></u>		
Name:	<u></u>	Phone#	<u></u>
Address:	<u></u>		

4. Property Address 8212 South March Point Road, Anacortes, WA 98221
General location of property (including nearest intersection): SEC: 4 TWP: 34 RNG: 2E
Located east of the Highway 20 and March's Point Road intersection.

*By submittal of this application, the property owner/applicant grants permission for public officials at the City of Anacortes to enter the subject property, if necessary, for the purpose of site inspection.

5. Attach legal description of property. (If recording of legal description is required, the format MUST comply with Recording Requirements.)

Attached.

6. List all Property Tax Account Numbers involved in this application (Attach separate pages if necessary):
340204-2-001-0009/ P19877

7. Approximate acreage: 1.04 8. Present zoning: Light Manufacturing (LM1)

9. Present use of property: Existing vacant office building

10. Source of water supply and sewer supply: Water supplied by City of Anacortes water utility service. Sewer operates on a septic system.

11. Permits requested from City:

- | | |
|--|---|
| ☐ Annexation | ☐ Rezone |
| ☐ Boundary Line Adjustment | ☐ Shoreline Exemption |
| ☐ Binding Site Plan | ☐ Shoreline Management Conditional Use Permit |
| ☒ Conditional Use Permit | ☐ Shoreline Management Substantial Development |
| ☐ Comprehensive Plan Amendment | ☐ Shoreline Variance |
| ☐ Planned Unit Development | ☐ Short Plat |
| ☐ Plat Modification | ☐ Special Use |
| ☐ Preliminary Plat | ☐ Variance |

☐ Other: _____

12. Explain your request and ALL proposed uses included in this proposal: Existing building will undergo an interior remodel for use as outpatient substance use and primary care medical services for members of local community.

PLEASE FILL IN ALL APPLICABLE SECTIONS

FOR REZONES:

13. Requested zoning: _____

14. Comprehensive Plan designation: _____

15. Has anyone applied for a rezone of this property within the last five years? _____
If yes, who? _____ Year? _____

FOR SUBDIVISIONS (PLATS):

16. Plat Name: _____ 17. Number of Lots: _____

FOR SHORT SUBDIVISIONS (SHORT PLATS):

18. Number of Lots: _____ 19. Duplex Lots Proposed: _____

FOR SHORELINE MANAGEMENT SUBSTANTIAL DEVELOPMENT OR CONDITIONAL USE:

20. Total cost or fair market value (whichever is higher) of project (please state total value of all construction finishing work for which the permit will be issued, including all permanent equipment to be installed on the premises): \$ To Be Determined.
21. Construction dates for which permit is requested (month & year): Begin: February 2017
End: May 2017
22. Does the project require a Shoreline/Floodplain location? If yes, please explain why: N/A
23. Water Body: N/A 24. Shoreline Environment Designation: N/A

FOR VARIANCE (ZONING AND SHORELINE):

25. Code sections involved: _____
26. Description of variance requested: _____

A notarized affidavit 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 be provided.

STATE OF WASHINGTON)

) ss

I (we) Brian Porter, Vice-Chairman, being duly sworn, depose and say that I am (we are) the **OWNER(s)** of the property involved in this application, and that I (we) have familiarized myself (ourselves) with the rules and regulations with respect to preparing and filing this application and that the statements and information submitted herewith are in all respects true and correct to the best of my (out) knowledge and belief.

Signed: _____

Property Owner

Subscribed and sworn to before me this 5th day of December, 2016



Kelly George

Notary Public in and for the State of WA
residing at Anacortes, WA

STATE OF WASHINGTON)

) ss

I (we) _____, being duly sworn, depose and say that I am (we are) the **APPLICANT(s)** for this application, and that I (we) have familiarized myself (ourselves) with the rules and regulations with respect to preparing and filing this application and that the statements and information submitted herewith are in all respects true and correct to the best of my (out) knowledge and belief.

Signed: _____

Applicant

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public in and for the State of _____
residing at _____

Application for Essential Public Facility

Swinomish didgʷálic Wellness Center

Date of application: December 1, 2016



Introduction

The Swinomish Indian Tribal Community ("Swinomish" or "Tribe") is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 476) and is a party to the Treaty of Point Elliott, January 22, 1855 (12 Stat. 928). The Tribal government is located on the Swinomish Reservation in Skagit County, near La Conner, Washington.

Swinomish, like other regional governments, recognizes a great need in the community to provide treatment services for opiate and opioid addiction. Opioid addiction has reached crisis levels in Skagit County.¹ Swinomish currently operates a successful outpatient-only treatment program that implements a unique treatment model of individualized and coordinated care. While this program provides services only for Tribal members and their families, Swinomish has now decided to expand its program and provide access to the broader community to help address the serious public health crisis of opioid addiction. Expansion requires an additional facility.

In August 2016, Swinomish purchased at a foreclosure auction the property formerly operated as the Bayside Fitness Center, at 8212 South March Point Road. The property is located in a light manufacturing zone of Anacortes.

The March Point facility is an ideal location to provide outpatient medical services for chemical dependency. Conversion of the facility from a fitness center to a medical office will require only interior remodeling, and will not change the footprint of the building. Thus, Swinomish seeks a Conditional Use Permit solely for the change in character of use of the existing facility.

The Swinomish didgʷálic Wellness Center is an "essential public facility" as defined in the Anacortes Municipal Code.² AMC 17.06.293 ("Essential public facility" (EPF) means any public facility or facilities owned or operated by a unit of local or state government . . . or any other entity that provides a public service as its primary mission, and is difficult to site. EPFs include those facilities listed in RCW 36.70A.200.) (emphasis added). EPFs constitute a conditional use in all zones. AMC 17.75.060(C)(1). Swinomish is a Tribal government entity; the Wellness Center will provide a public service as its primary mission; and substance abuse treatment facilities are listed in RCW 36.80A.200 and are generally considered difficult to site.

¹ More information is provided in the Statement of Need, below.

² The LM1 zone also likely allows for this proposed use as a conditional use. Offices are listed as a conditional use within LM1. See AMC 17.19.040. In at least one other case, the Planning Commission and City Council determined that an outpatient medical office meets the definition of "office". See Anacortes Planning Commission's Draft Findings of Fact, Conclusions of Law, & Recommendation (December 9, 2015), CUP-2015-0005, available at http://anacortes.granicus.com/MetaViewer.php?view_id=2&clip_id=28&meta_id=1074 (last visited 11/23/16); and Anacortes City Council Meeting Minutes, December 21, 2015, available at: http://anacortes.granicus.com/DocumentViewer.php?file=anacortes_52800da82ef55a921d422e4fbd1bda67.pdf&view=1 (last visited 11/30/16).

Type of EPF

The Swinomish didg'wálic Wellness Center is a Type II or "local" essential public facility serving Skagit County. Type II facilities are defined as facilities that are not Type I facilities, which are "major" public facilities where the provider has statutory authority to site and construct the facility, such as airports or major utilities. AMC 17.75.060(A)(1). The Swinomish Wellness Center will be a relatively small outpatient clinic serving primarily Skagit County (although it will not turn away residents from other counties). Further, the facility is not sited or constructed pursuant to statutory authority. As such, it is clearly a local Type II EPF.

Criteria AMC 17.75.050

Anacortes Municipal Code 17.75.050 sets forth the information required in applications for EPF projects. The criteria are listed below in bold, with Swinomish's responses following each item.

- A. A detailed written description of the proposed and potential public services to be provided, including an proposed site plan, the proposed service area of the facility, the source or sources of funding, and identification of any applicable public regulatory agencies or regional state or federal project agency sponsors and the federal or state authority which the agency has been granted for siting decision-making;**

Description of public services to be provided. The Swinomish Wellness Center will provide full-service treatment for chemical dependency. Services will be provided on an outpatient basis in a medical office format. A licensed physician will serve as the medical director overseeing nursing staff, mental health counselors, and chemical dependency professionals (CDPs). Like at a doctor's office, clients will come to the facility for an appointment with a care provider and leave after their appointment. The program will provide individualized medical care, preventative care, chemical dependency counseling, mental health counseling, employment, and educational assistance. This coordinated-care approach is key to the success of the program. For example, many individuals' dependency on opiates or opioids originates with chronic pain, caused by underlying medical problems. By providing primary medical care in addition to counseling, health care providers can assist an individual with the underlying causes that led to their addiction.

The program will have a capacity to serve 200-350 patients. Services would include the following:

- Mental health counseling
 - Assessments
 - Individual
 - Group
 - Family
 - Parenting classes
- Primary medical care
 - Preventative care
 - Illness and minor injury treatment
 - Urgent care
 - Referrals
- Medication-assisted therapies, including Suboxone, Vivotrol and methadone

- Shuttle transportation
 - Anacortes
 - Burlington
 - Mount Vernon
 - Oak Harbor
- Case management & referrals
 - Housing
 - Employment
 - Domestic violence referrals
 - Education
 - Referrals for Legal/CPS
- Attended children's waiting area

Site plan. A site plan is attached as **Exhibit A**.

Service Area. The primary service area for this facility will be Skagit County, and in particular the Anacortes and Mount Vernon areas and their surrounding communities. Given the proximity to Oak Harbor and the Washington State Ferry terminal, individuals from northern Island County and/or San Juan County may find it conveniently located. Although it is designed to serve primarily Skagit County, the program will not turn away individuals from other areas if they seek treatment.

Sources of funding. The Swinomish Indian Tribal Community will finance the Wellness Center solely with its own funds to address this serious community need. During operation, the Wellness Center will accept private insurance and Medicaid. Program planners are also evaluating the feasibility of accepting direct payment for services rendered in order to serve patients who lack insurance coverage.

Regulatory agencies. The Swinomish Wellness Center will be credentialed and/or regulated by a number of state and federal agencies. These include:

- Washington State Division of Behavioral Health and Recovery (DBHR)
- Washington State Department of Health (DOH)
- Washington State Board of Pharmacy (WSBP)
- Substance Abuse and Mental Health Services Administration (SAMHSA)
- Drug Enforcement Agency (DEA)
- Indian Health Service (IHS)

B. A written statement of the need, in statistical or narrative form, for the proposed project currently and over the following ten-year period;

The Swinomish Tribe has identified a significant community need for opioid addiction treatment options in Skagit County. The opioid epidemic has reached crisis levels in Skagit County, as it also has in Washington State and nationwide.³ Opioid overdose

³ Presidential Proclamation (September 16, 2016), 2016 WL 4937551, available at: <https://www.whitehouse.gov/the-press-office/2016/09/16/presidential-proclamation-prescription-opioid-and-heroin-epidemic> (last visited 11/30/16).

deaths now exceed automobile accident fatalities in Washington State.⁴ Overdose deaths have increased 31% statewide since the early 2000s.⁵ In Skagit County, overdose deaths have increased 42%, and opiate evidence in crimes has increased 181% in that same time period.⁶ President Obama, Governor Jay Inslee, and Senator Patty Murray have all spoken out recently about this crisis.⁷ The Skagit County Population Health Trust has formed a task force called the Opiate Workgroup Leadership Team in order to address this serious public health problem.⁸ This week, the U.S. Congress passed sweeping legislation, entitled the Comprehensive Addiction and Recovery Act of 2016, to address the opioid crisis.⁹

Treatment options are limited in Skagit County. There is no substance use treatment center in Anacortes offering medication assisted treatment. (Studies show that medication assisted treatment is more than twice as effective in decreasing overdoses than counseling-only treatment.¹⁰) There is no clinic offering methadone assisted treatment in Skagit County or the adjacent Whatcom or Island Counties. For some patients who have tried other options unsuccessfully, methadone is the only effective treatment. In the Mount Vernon area, there are three counseling-only treatment centers, and only two treatment centers that offer limited medication assisted treatment. These treatment centers cannot keep pace with the increased need for services in the area.

It is difficult to project opioid addiction trends over the next ten-year period. The Washington State Department of Health stated in a 2014 report: "[The] National Healthy People 2010 goals include reducing drug-induced deaths to 1.2 per 100,000 people; the Healthy People 2020 goal is 11.3 per 100,000 (age-adjusted). **Washington did not meet the 2010 goal and will not meet the 2020 goal if present trends continue.**"¹¹ Based on this statement, it is reasonable to conclude that the need for addiction treatment services will not decrease over the next ten year period and may continue to climb, as Washington State has higher rates of overdose than the US average, and Skagit County has higher rates of overdose than the Washington State average.

C. An inventory of known, existing or proposed facilities, by name and address, within Skagit County, or within the region, serving the same or similar needs as the proposed project;

⁴ Christine Clarridge, *Opioid Overdoses Deadlier Than Car Crashes*, Seattle Times, May 4, 2016, available at <http://www.seattletimes.com/seattle-news/crime/as-opioid-epidemic-hits-home-what-officials-are-doing-about-it/>.

⁵ Statement by Senator Patty Murray, <https://medium.com/@PattyMurray/the-opioid-epidemic-317ca1c05ffd#xyjk3kssp>.

⁶ University of Washington Alcohol and Drug Abuse Institute, *Opioid Trends Across Washington State*, April 2015, available at <http://ada.uw.edu/pubs/infobriefs/ADAI-IB-2015-01.pdf>.

⁷ Office of the Governor, Executive Order 16-09 (2016), available at <http://www.governor.wa.gov/news-media/inslee-launches-executive-order-combat-opioid-crisis>.

⁸ <http://www.skagitbreaking.com/2016/10/27/population-health-trust-will-hear-ways-reduce-opioid-abuse-nov-3/>

⁹ Comprehensive Addiction and Recovery Act of 2016, Pub. L. No. 114-198, 130 Stat. 695 (2016).

¹⁰ See Pierce, Matthias et. al, *Impact of treatment for opioid dependence on fatal drug-related poisoning: a national cohort study in England* (2015), available at <http://onlinelibrary.wiley.com/doi/10.1111/add.13193/full>; Degenhardt, Louisa et. al, *The impact of opioid substitution therapy on mortality post-release from prison: retrospective data linkage study* (2014), available at <http://idhdp.com/media/400743/the-impact-of-opioid-substitution-therapy-on-mortality-post-release-from-prison-retrospective-data-linkage-study.pdf>.

¹¹ Washington State Dept. of Health, *Health of Washington State Report*, available at <http://www.doh.wa.gov/Portals/1/Documents/5500/RPF-Drg2014.pdf>.

Facility	Services Provided (Same or Similar)
Catholic Community Services 614 Peterson Road Burlington, WA 98233 360-757-0131	Similar but not same. Only suboxone medication assisted treatment.
Swinomish Wellness Program 17337 Reservation Rd. LaConner, WA 98257 Ph (360) 466-1024	Similar but not same. Only suboxone medication assisted treatment. Open only to Native Americans.
Phoenix Recovery Services 1601 East College Way Mount Vernon 98273 360-848-8437	

Other area facilities that provide counseling-only based addiction recovery services:

Sunrise Recovery Services 2500 E. College Way Mount Vernon, WA 98273 Phone (360) 336-3762 or 1-866-634-3039 Fax (360) 336-3815	Counseling only. Does not accept Medicaid.
Follman Agency-Burlington: 910 South Anacortes Street Burlington, WA 98233 (360) 755-1125	Counseling only.
Sea Mar Behavioral Health Clinic 2500 East College Way Suite 100 Mount Vernon 98273 360-428-8912	Counseling only.
Upper Skagit Tribe Chemical Dependency Treatment Program 25959 Community Plaza Way Sedro-Woolley, WA 98284 (360) 854-7070	Counseling only. Only open to Native Americans.
Island Assessment & Counseling Centers 520 E. Whidbey Ave, Suite 205 Oak Harbor, WA 98277 (360) 675-5782	Counseling only.

D. An explanation of the need and suitability for the proposed facility in the proposed city location(s);

The facility is very well located for use as a medical substance use treatment program. It is located along the Highway 20 corridor, outside the core commercial and residential areas

of Anacortes. Such location will help prevent community concern about proximity to homes, schools or retail business, while at the same time provide privacy to patients who will visit the facility regularly for their appointments. The facility is located less than 5 miles from Island Hospital, should any patient require emergency care.

The location is also easy to access from Highway 20, accessible to both Anacortes and Mount Vernon. In particular, it is located across the street from the March Point Park and Ride Skagit Transit Center, located at 8147 S. March Point Road. The Transit Center is served by bus routes to and from the Ferry Terminals, downtown Anacortes, Mount Vernon, Burlington, La Conner, and Oak Harbor. Thus, even though the location is situated in a manufacturing zone, it is still easily accessible for residents of either Anacortes or Mount Vernon.

The light manufacturing area surrounding the facility already has a mixed-use character, including both industrial and commercial retail businesses, including the Swinomish Tribe's gas station, golf course nearby. Proximity to the Tribe's other businesses would also make it more efficient for the Tribe to meet certain overhead needs, such as facilities and maintenance upkeep, IT services, and security.

- E. An assessment of the suitability of the proposed location in the city or another jurisdiction in terms of local, county, regional and/or state needs in order to minimize public costs (where appropriate) and environmental impacts, to discern the suitability of the facility's location in the city or within another jurisdiction, to determine the number of jurisdictions affected or served by the proposed EPF, and to decide what, if any, inter-jurisdictional approach is most appropriate or available;**

The proposed location is ideally located to minimize public costs and environmental impacts, in large part due to the fact that no new building is necessary. As mentioned above, Swinomish purchased an existing permitted building and will be making only interior tenant improvements in order to modify it for use as a medical office.

Given the facility's location away from schools, residential areas, and the downtown core commercial district, but at the same time accessibility to public transit and a major highway, Swinomish is unaware of any other location that could be more suitable for a substance use treatment facility. Further, Swinomish does not own any other properties that are more suitable or that would have fewer impacts.

- F. An analysis of the environmental, social, economic, financial and infrastructure impacts of the proposed EPF, including an assessment of the proportionate financial impacts on affected jurisdictions, consideration copies of agreements which allocate the financial burdens of the proposed project on the city and other jurisdictions, and the approximate area within which the proposed project could potentially have adverse impacts, such as increased traffic, public safety risks, noise, glare, emissions, or other environmental impacts, and;**

Social and economic impacts. At this time, no negative social or economic impacts have been identified. The proposed essential public facility will result in primarily positive social and economic impacts to the Skagit County and Anacortes community. Opiate/opioid addiction can lead to many negative community impacts, including increases in criminal activity, unemployment, homelessness, emergency room admissions, domestic violence, child welfare issues, and higher utilization of social programs. By treating substance abuse, the Swinomish Wellness Center will combat such these negative social and economic impacts. Because the Swinomish Tribe is stepping forward to finance and fund the project in its entirety, no adverse economic impacts to the community are anticipated. Swinomish is taking proactive steps to mitigate any potential impacts. For example, the Wellness Center will oversee a transportation plan designed to ensure patients get to and from their appointments efficiently to prevent long waiting time inside or outside the building. The Wellness Center will also employ security officers and a surveillance system, and will partner with local law enforcement to ensure the safety and security of the facility and immediate vicinity. Additionally, Swinomish has already launched its community relations plan to identify any concerns regarding social impacts and will proactively develop a plan to mitigate any impacts that may be identified in the future.

Financial and infrastructure impacts. The proposed essential public facility will not result in any financial or infrastructure impacts to the City or County. The facility will not require any additional new construction, except for tenant improvements in an existing permitted building. It is located across the street from an existing transit center providing public transportation, and it is located along the major arterial route of Highway 20. A traffic light already exists at the turnoff from Highway 20.

The only potential additional infrastructure needed to accommodate the proposed facility is a painted cross walk and (potentially) additional striping for pedestrian access from the transit center to the facility. Swinomish staff is currently working with City staff to design safe pedestrian access.

Traffic. Given the Wellness Center's location on Highway 20, no negative traffic impacts are expected. Nevertheless, we are developing a transportation plan designed to prevent any negative traffic impacts and to provide safe and convenient transportation for patients, many of whom lack their own cars or drivers licenses. Many patients are will utilize public transportation, which will be convenient given the presence a park and ride across the street. Additionally, the Swinomish Wellness Center will provide transportation shuttles for individuals who lack access to public transit where they live.

Public safety. The Wellness Center will also implement a security plan designed to prevent and/or mitigate impacts to public safety. The transportation plan plays a key role, as it enables individuals to arrive and leave in a timely manner for their appointments, and prevents loitering around the building. There will also be a full time security staff and digital surveillance system as part of the facility.

Environmental impacts. No other environmental impacts have been identified, and any potential impacts will be mitigated by specific efforts of the Wellness Center. Because

there is no new construction and the facility will be used as a medical office building, we do not foresee any negative impacts involving water, air, wetlands, other critical areas or resource lands, storm water, or noise or light pollution. Utilities usage of water, sewer and electricity will remain essentially the same as the uses by the prior owners of the facility, who operated it as a fitness center.

G. An analysis of the proposal's consistency with the city's comprehensive plan and development regulations, and plans and policies of other affected jurisdictions, including but not limited to Skagit County Countywide Planning Policies;

The Swinomish didg'wálic Wellness Center is consistent with the 2016 Anacortes Comprehensive Plan. The property in question is already developed, and the existing facility requires only interior remodeling to accommodate this minor change in use. No new land use or development is necessary.

The Wellness Center will support Anacortes' values articulated in the Comprehensive Plan related to providing a "supportive and connected community," which includes the specific goal to "[p]rovide high quality health and community services," Anacortes Comprehensive Plan 2016 at I-9. The Plan adopts the following related policies:

- Policy ED-5.4. Support expansion of local medical care facilities as sources of jobs and income, as well as support services to the community. *Id.* at I-37.
- Policy ED-2.14. Encourage commercial businesses that provide professional, financial and medical services to residents and visitors. *Id.* at I-36.

The Wellness Center will support these Plan policies by providing medical care to the community and creating an estimated 20+ local jobs in the medical sector. For all full time positions, the Tribe offers a medical insurance plan, 401(K), and other benefits.

Economic vitality constitutes another important value expressed in the Comprehensive Plan, including the goal of providing diverse economic opportunities and investment in infrastructure and services. *Id.* at I-9. Anacortes has adopted the following related policies:

- Policy ED-1.3. Provide a stable tax base to support the costs of desired public facilities and services.
- Policy ED-1.4. Encourage expansion of existing employers and attraction of new employers that pay wages sufficient to support family households and fund needed public services.
- Policy ED-1.6. Facilitate the retention, growth and new location of small and locally-owned business.
- Policy ED-1.8. Invest in public facilities and services that improve business conditions and quality of life, and are affordable to residents and businesses.

As a local employer, the Wellness Center will support these goals and policies by expanding jobs in the medical sector; by providing pathways for individuals who struggle with addiction to return to the workforce and contribute to the tax base; and by providing public services that improve quality of life for residents and families who currently suffer from the effects of substance use.

The Wellness Center will also support the Comprehensive Plan goal of encouraging more utilization of public transit:

- Policy T-2.7. Decrease the proportion of trips made by single occupant vehicles by increasing alternative transportation choices. *Id.* at I-59.

Finally, the Wellness Center is consistent with the Comprehensive Plan's goal of identifying uses that are compatible with manufacturing in the Light Manufacturing 1 zone. The Zoning Code itself provides several examples of the types of uses that are considered to be compatible with manufacturing: auto and boat sales, plant nurseries, some retail establishments, golf courses, adult entertainment and licensed marijuana enterprises. AMC 17.19.020. As further clarification, the Zoning Code designates the LM1 zone for uses "that do not need water access or proximity to the central business district or to the Commercial Avenue corridor." AMC 17.19.010. The zone is currently of mixed-use character, blending light industrial, retail, and other commercial uses. Within a short distance, there is a golf course, a gas station, a coffee shop, a brewery/restaurant, and business related to auto and boat repair. The Wellness Center is compatible with light manufacturing, because it does not need water access, does not need proximity to the central business district, and will not impair the primary industrial nature of LM1.

H. Documentation of public involvement efforts to date, including public and agency comments received, and plans for future public participation;

The Swinomish didg'wálic Wellness Center has prepared a Community Relations Plan as part of the requirement for certification as an opiate treatment program with the Washington State Department of Behavioral Health and Recovery. The Community Relations Plan is attached as **Exhibit B**.

As reflected in the attached Community Relations Plan, Swinomish has completed the following outreach to date:

- 9/1/16 - Presentation at the Skagit County Population Health Trust meeting
- 9/1/16 – Presentation at the Skagit County Opioid Workgroup Leadership Team (OWLT) inaugural meeting, which includes membership
- 10/17/16 – Community meeting with Parents of Addicts Support Group
- 11/16/16 – Ohana group presentation
- 11/22/16 – Door-to-door meetings with residents and business owners within 300 feet of property.

Swinomish has also received numerous letters of support for the project from the following local governments, agencies and members of general public. These letters are attached as **Exhibit C**.

- Skagit County Population Health Trust
- Sea Mar Community Health Centers
- Beth Pemberton, Anacortes resident
- Cathy Brown, Anacortes resident

- Tarri Feden, Mount Vernon resident
- Judi Evans, Skagit County resident
- Reverend Douglas York, La Conner resident
- Skagit Valley Hospital/Skagit Regional Health
- Mighty to Save Ministries
- Community Action of Skagit County
- Skagit County Department of Public Health
- North Sound Behavioral Health Organization, LLC
- Island Hospital
- Skagit County Fire District 13
- Northwest Washington Indian Health Board
- Swinomish Police Department
- Anacortes School District 103
- Northwest Indian College

- I. **Such information as requested by the director as determined necessary to complete the preliminary analysis or to otherwise assist the director and staff to make a recommendation and the city council in making the final determination on the CUP-EPF.**

At this time, the Director has not requested any additional information.

LEGAL DESCRIPTION OF PROPERTY

Parcel A of that certain Boundary Line Adjustment Survey approved April 23, 2010, recorded May 12, 2010, under Auditor's File No. 201005120047, records of Skagit County, Washington, and being more fully described as follows:

That portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and that portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway right-of-way at a point 1,023.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.;

Thence South 40 rods, more or less, to a point 26 rods South of the $\frac{1}{2}$ Section line;

Thence East 8 rods;

Thence North 40 rods, more or less, to the South line of said Highway;

Thence West along the South line of said Highway to the place of beginning.

EXCEPT the South 200 feet thereof;

AND EXCEPT that portion conveyed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 Jet SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837;

AND that portion of said Section, described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway at a point 1,012.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.;

Thence East along the South line of said Highway 11 feet;

Thence South 431 feet;

Thence West 11 feet;

Thence North 431 feet to the point of beginning.

EXCEPT that portion annexed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 JET SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837.

TOGETHER WITH the West 67.40 feet of the following described property:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway, 80 rods East of the Section line between Sections 4 and 5, said Township and Range;

Thence West 10 rods along the South line of said Anacortes-Mount Vernon Highway;

Thence South 8 rods;

Thence East parallel to the South line of said Highway 10 rods to the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;

Thence North 8 rods along the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ to the point of beginning;

EXCEPT any portion thereof lying within the boundaries of a tract conveyed to George Sullivan and Dora Sullivan, husband and wife, by deed dated April 29, 1946, recorded May 18, 1946, in Volume 209 of Deeds, page 449, under Auditor's File No. 391956, records of Skagit County, Washington,

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

Parcel_Number	Owner_Name	Owner_Add_1	Owner_Add_2	Owner_City	Owner_	Owner_Zip
P19840	PRINGLE JACK J		PO BOX 506	ANACORTES	WA	98221
P19886	MCCORMACK TODD C	15080 GIBRALTER RD		ANACORTES	WA	98221
P19858	MCCORMACK TODD C	15080 GIBRALTER RD		ANACORTES	WA	98221
P19805	WOODING WILLIAM W		13540 ROSARIO RD	ANACORTES	WA	98221
P19845	MENDUM DANIEL & MENDUM KIRSTI	8152 S MARCH POINT RD	UNIT 102	ANACORTES	WA	98221
P19841	PROPELLER PROPERTIES LLC		8142 S MARCH POINT RD	ANACORTES	WA	98221
P19868	FROST MARK S & FROST CANDACE J	15036 WASHINGTON ST		ANACORTES	WA	98221
P19842	KRUGER RONALD		15689 YOKEKO DR	ANACORTES	WA	98221
P19844	BOOMER KEVIN D		PO BOX 1465	ANACORTES	WA	98221
P19887	WOODING WILLIAM W		13540 ROSARIO RD	ANACORTES	WA	98221
P19869	PROPELLER PROPERTIES LLC		8142 S MARCH POINT RD	ANACORTES	WA	98221
P19839	TAUSCHECK STEPHEN M JR		8244 S MARCHS POINT RD	ANACORTES	WA	98221
P109681	WOODING WILLIAM W		13540 ROSARIO RD	ANACORTES	WA	98221
P19864	MCCORMACK TODD C	15080 GIBRALTER RD		ANACORTES	WA	98221
P19874	EQUILON ENTERPRISES LLC	DBA SHELL OIL PRODUCTS US/TAX DEPT	PO BOX 4369	HOUSTON	TX	77210

LAND TITLE COMPANY OF SKAGIT COUNTY

P.O. Box 445
111 East George Hopper Road
Burlington, Washington 98233
(360) 707-2158 Fax: (360) 707-0460
(360) 707-2312 Fax: (360) 707-2012 Escrow Department
(360) 299-0565 Fax: (360) 299-0779 Anacortes Branch

Prepared For:
Swinomish Indian Tribal Community
Office of Planning & Community Dev.

11430 Moorage Way
LaConner, WA 98257
Attn: Elissa Kalla

Agent Order No.: 156224-F
Customer Reference:

Seller: D & D Landholdings
Buyer/Borrower: Swinomish Indian
Tribal Community

By: Barb McGrady, Title Officer barb@ltco.com

For Service on this order call: 360-707-2158

SCHEDULE A

1. Effective Date: August 18, 2016 at 8:00 A.M.

2. Policy or Policies to be issued:

☒ ALTA Owner's Policy	Amount: \$	900,000.00
☒ Standard ☐ Extended	Premium: \$	2,004.00
Proposed Insured:	Tax: \$	170.34

SWINOMISH INDIAN TRIBAL COMMUNITY

☐ ALTA Loan Policy	Amount: \$
☐ Standard ☐ Extended	Premium: \$
Proposed Insured:	Tax: \$

3. The estate or interest in the land described or referred to in the Commitment and covered herein is:

FEE SIMPLE ESTATE

4. Title to the estate or interest in said land is at the effective date hereof vested in:

D & D LANDHOLDINGS CO., LLC, a Washington Limited Liability Company

5. The land referred to in this Commitment is in the State of Washington, County of Skagit and is described as follows:

(See Schedule "A-1," attached.)

DESCRIPTION:

Parcel A of that certain Boundary Line Adjustment Survey approved April 23, 2010, recorded May 12, 2010, under Auditor's File No. 201005120047, records of Skagit County, Washington and being more fully described as follows:

That portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and that portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway right-of-way at a point 1,023.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.;
thence South 40 rods, more or less, to a point 26 rods South of the $\frac{1}{2}$ Section line;
thence East 8 rods;
thence North 40 rods, more or less, to the South line of said Highway;
thence West along the South line of said Highway to the place of beginning.

EXCEPT the South 200 feet thereof;

AND EXCEPT that portion conveyed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 Jet SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837;

AND that portion of said Section, described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway at a point 1,012.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.;
thence East along the South line of said Highway 11 feet;
thence South 431 feet;
thence West 11 feet;
thence North 431 feet to the point of beginning.

EXCEPT that portion annexed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 Jet. SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837.

TOGETHER WITH the West 67.40 feet of the following described property:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway, 80 rods East of the Section line between Sections 4 and 5, said Township and Range;
thence West 10 rods along the South line of said Anacortes-Mount Vernon Highway;
thence South 8 rods;
thence East parallel to the South line of said Highway 10 rods to the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence North 8 rods along the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ to the point of beginning;

EXCEPT any portion thereof lying within the boundaries of a tract conveyed to George Sullivan and Dora Sullivan, husband and wife, by deed dated April 29, 1946, recorded May 18, 1946, in Volume 209 of Deeds, page 449, under Auditor's File No. 391956, records of Skagit County, Washington.

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

ALTA COMMITMENT

Order No.: 156224-F

**SCHEDULE B
Part I**

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. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims, (ii) reservations or exceptions in patents or in acts authorizing the issuance thereof; (iii) water rights, claims or title to water, whether or not the matters excepted under are shown by the public records, (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- C. Rights or claims of parties in possession not shown by the public records.
- D. Easements, claims of easements or encumbrances which are not shown by the public records.
- E. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
- F. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- H. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.

SPECIAL EXCEPTIONS TO FOLLOW:

1. Excise tax, if unpaid, said tax in the City of Anacortes being **.0178**.

The basic rate charged by the State of Washington is .0128, plus a surcharge of .0050 being levied by Skagit County. Therefore, the total excise tax due will be figured by multiplying the sales price times .0178. **Effective July 1, 2005, transactions that are taxable an additional \$5.00 will be due.**

NOTE: Under the provision of Chapter 245, Laws of 1991 and 2005 (SHB 1316 and SBH 1240), transactions that are either tax exempt or the tax calculated is less than \$5.00 the total due for those transactions will be \$10.00.

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

CONTINUATION SHEET

SCHEDULE B

Order No.: 156224-F

EXCEPTIONS CONTINUED:

3. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

Grantor:	D & D Landholding Co., LLC
Trustee:	Land Title Company of Skagit County
Beneficiary:	Skagit State Bank
Amount:	\$782,500.00
Dated:	May 30, 2012
Recorded:	June 1, 2012
Auditor's No.:	201206010082

PARTIAL RECONVEYANCE OF DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

Dated:	June 20, 2013
Recorded:	June 21, 2013
Auditor's No.:	201306210095

(Affects Parcel B of Boundary Line Adjustment Survey Auditor's File No. 201005120047)

APPOINTMENT OF SUCCESSOR TRUSTEE:

Appointed:	Skagit Law Group, PLLC, a Washington professional limited liability company
By:	Skagit Bank, formerly known as Skagit State Bank
Recorded:	March 4, 2016
Auditor's No.:	201603040030

NOTICE OF TRUSTEE'S SALE:

Given By:	Skagit Law Group, PLLC
Sale To Be Held On:	Friday, August 26, 2016 at the house of 10:00 a.m., at the entrance/front steps of the Skagit County Courthouse located at 205 W. Kincaid Street, in the City of Mount Vernon, State of Washington
Dated:	May 13, 2016
Recorded:	May 16, 2016
Auditor's No.:	201605160114

4. ASSIGNMENT OF RENTS GIVEN AS ADDITIONAL SECURITY AND THE TERMS AND CONDITIONS THEREOF:

Assignor:	D & D Landholding Co. LLC
Assignee:	Skagit State Bank
Amount:	Not disclosed
Dated:	May 30, 2012
Recorded:	June 1, 2012
Auditor's No.:	201206010083

CONTINUATION SHEET

SCHEDULE B

Order No.: 156224-F

EXCEPTIONS CONTINUED:

4. (continued):

PARTIAL RECONVEYANCE OF ASSIGNMENT OF RENTS AND THE TERMS AND CONDITIONS THEREOF:

Dated: May 10, 2013
Recorded: June 21, 2013
Auditor's No.: 201306210096
(Affects Parcel B of Boundary Line Adjustment Survey Auditor's File No. 201005120047)

5. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

Grantor: D & D Landholding Co. LLC
Trustee: Land Title and Escrow
Beneficiary: Nabeel Jurdi & Brena Jurdi, husband and wife
Amount: \$77,250.00
Dated: May 31, 2012
Recorded: June 1, 2012
Auditor's No.: 201206010086

Decree of Dissolution filed November 12, 2013, Beneficial interest of said Deed of Trust was not mentioned in said Decree.

SUBORDINATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

By Agreement Dated: June 1, 2012
Recorded: June 1, 2012
Auditor's No.: 201206010088

The above Deed of Trust was made subordinate to the Deed of Trust recorded under Auditor's No. 201206010082.

PARTIAL RECONVEYANCE OF DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

Dated: June 20, 2013
Recorded: June 21, 2013
Auditor's No.: 201306210097
(Affects Parcel B of Boundary Line Adjustment Survey Auditor's File No. 201005120047)

Decree of Dissolution filed November 12, 2013, Beneficial interest of said Deed of Trust was not mentioned in said Decree.

CONTINUATION SHEET

SCHEDULE B

Order No.: 156224-F

EXCEPTIONS CONTINUED:

6. FINANCING STATEMENT AND THE TERMS AND CONDITIONS THEREOF:

Secured Party:	D&D Landholding Co., LLC
Debtor:	Skagit State Bank
Covers:	All Accounts, Machinery, Equipment, General Intangibles, Furniture and Fixtures: whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions, relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other account proceeds). P19877 and P19839; Parcels A & B, BLA Survey #201005120047; ptn NW ¼ of SW ¼, & ptn SW ¼ of NW ¼, 4-34-2 E W.M. Personal property and fixtures located on property herein described
Recorded:	June 21, 2013
Auditor's No.:	201306210100

Said document being a rerecord of that instrument recorded on June 11, 2012 under Auditor's File No. 201206110016.

7. MEMORANDUM OF LEASE, INCLUDING TERMS & CONDITIONS THEREOF:

Lessor:	D & D Landholding Co., LLC, a Washington limited liability company
Lessee:	Bayside Fitness LLC, a Washington limited liability company
Dated:	June 21, 2012
Recorded:	June 26, 2012
Auditor's No.:	201206260074

8. ASSIGNMENT OF RENTS GIVEN AS ADDITIONAL SECURITY AND THE TERMS AND CONDITIONS THEREOF:

Between:	D & D Landholding Co., LLC, a Washington limited liability company and Bayside Fitness LLC, a Washington limited liability company
And:	Northwest Business Development Association
Dated:	June 21, 2012
Recorded:	June 26, 2012
Auditor's No.:	201206260075

CONTINUATION SHEET

SCHEDULE B

Order No.: 156224-F

EXCEPTIONS CONTINUED:

8. (continued):

SAID DEED OF TRUST WAS PARTIALLY RECONVEYED AS TO OTHER PROPERTY BY INSTRUMENT:

Dated: Not disclosed
Recorded: June 21, 2013
Auditor's No.: 201306210099
(Affects Parcel B of Boundary Line Adjustment Survey Auditor's File No. 201005120047)

9. ASSIGNMENT OF RENTS GIVEN AS ADDITIONAL SECURITY AND THE TERMS AND CONDITIONS THEREOF:

Between: Northwest Business Development Association, a Washington nonprofit corporation
And: The U.S. Small Business Administration
Dated: June 22, 2012
Recorded: June 26, 2012
Auditor's No.: 201206260076
(Affects subject property and other lands)

10. THIRD PARTY LENDER AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between: Skagit State Bank
And: Northwest Business Development Association
Dated: June 21, 2012
Recorded: June 26, 2012
Auditor's No.: 201206260079
(Affects subject property and other lands)

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

12. Easements, restrictions, and other matters shown on Schedule "B-1" attached are also excepted from coverage. The easements, restrictions and other matters shown as lettered exceptions on Schedule "B-1" are excepted from policy coverage to the same extent that the numbered Schedule "B" Special Exceptions shown herein are excepted from policy coverage.

NOTE #1: General taxes, together with interest, penalty and statutory foreclosure costs, if any, first half delinquent May 1, 2016, if unpaid, second half delinquent November 1, 2016, if unpaid:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
340204-2-001-0009	2016	\$12,571.76	\$12,571.76	\$ 0.00

Property I.D. No.: P19877

CONTINUATION SHEET

SCHEDULE B

Order No.: 156224-F

EXCEPTIONS CONTINUED:

NOTE #2: Matters which may be disclosed by a search of the record against the name(s) of the party(ies) named herein have been cleared.

Named Party(ies): Swinomish Indian Tribal Community

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

NOTE #4: If this transaction fails to close, a cancellation fee in the minimum amount of \$50.00 plus \$4.25 sales tax may be charged, the actual amount charged being dependant upon the work actually performed by the company. Please contact the company immediately to notify us of the necessity of cancelling this commitment.

END OF SPECIAL EXCEPTIONS

ALTA COMMITMENT

Order No.: 156224-F

**SCHEDULE B
Part II**

The following are the requirements to be complied with:

- Item (a) Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
- Item (b) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record
- Note: Effective January 1, 1997, and pursuant to amendment of Washington state statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.

Format:

Margins to be 3" on top of first page, 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page.

Font size of 8 points or larger and paper size of no more than 8 ½" by 14".

No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

Information which must appear on the first page:

Title or titles of document. if assignment or reconveyance reference to auditor's file number or subject deed of trust.

Names of grantor(s) and grantee(s) with reference to additional names on following page(s), if any.

Abbreviated legal description (lot, block, plat name or section, township, range and quarter section for unplatted).

Assessor's tax parcel number(s)

Return address which may appear in the upper left hand 3" top margin

For your information, the abbreviated legal description for the subject property is as follows:

Parcel A; BLA Survey 201005120047; (Ptn NW 1/4 Of SW 1/4 & Ptn SW 1/4 Of NW 1/4, 4-34-2 E W.M.)

EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light
Purpose: "...utility systems for purposes of transmission, distribution
and sale of gas and electricity..."
Area Affected:

Portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 34 North, Range 2, East, W.M.,

The centerline of transmission and distribution line shall be located as follows:

Beginning at a point on the South line 7 feet West of the Southeast corner of the above described tract; thence North $0^{\circ}42'30''$ West a distance of 345.5 feet, more or less, to the South line SSH 1-C.

Dated: November 24, 1959
Recorded: December 3, 1959
Auditor's No.: 588475

B. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Executed By: Parker Outdoor, Inc.
Recorded: December 29, 1994
Auditor's No.: 9412290049
Regarding: Special Use Permit

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

C. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Executed By: City of Anacortes
Recorded: January 4, 1999
Auditor's No.: 9901040105
Regarding: Pertains to Annexation of the subject property by the City of Anacortes

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

D. MATTERS DISCLOSED BY RECORD OF SURVEY

Filed: August 30, 2004
Volume/Page: N/A
Auditor's File No.: 200408300136

EXCEPTIONS CONTINUED:

- E. Condemnation of all rights of ingress, including all existing, future, or potential easements of access, light, view and air, by and between Primary State Highway No. 1 and a portion of the property herein described, by decree entered in favor of the State of Washington on June 16, 1961, in the Superior Court for Skagit County, Cause No. 26055, reference being hereby made to the record for full particulars.

F. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a Washington corporation
Purpose: The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system
Area Affected: Parcel "B"
Dated: November 30, 1954
Recorded: November 30, 1954
Auditor's No.: 509871

G. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a Washington corporation
Purpose: The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system
Area Affected: Parcel "B"
Dated: August 3, 1955
Recorded: August 8, 1955
Auditor's No.: 522137

- H. SUBJECT TO right-of-way over and across the West 1 rod of said premises as reserved by various instruments of record, by various parties of record.

I. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Vern T. Beason
Purpose: Road
Area Affected: 16 foot strip across said premises
Recorded: July 13, 1962
Auditor's No.: 623886

- J. Easements in favor of adjoining land owners to the South of the subject property recorded November 4, 1954, October 31, 1957, May 28, 1962, etc., under Auditor's File Nos. 508778, 557936, 622088, etc., for ingress and egress, over and across that portion of the subject property lying within a strip of land 1 rod (16.5 feet) in width, the West line of which is a line running parallel to and 70 rods East of the West line of said Section 4.

EXCEPTIONS CONTINUED:

K. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Puget Sound Power & Light Company, a Washington corporation
Purpose:	The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system
Area Affected:	The East 25 feet of the above described property
Dated:	November 20, 1990
Recorded:	November 27, 1990
Auditor's No.:	9011270082

L. MATTERS DISCLOSED BY RECORD OF SURVEY

Filed:	June 28, 2005
Auditor's File No.:	200506280046

M. LAND USE PERMIT BINDER AND THE TERMS AND CONDITIONS THEREOF:

Recorded:	May 12, 2010
Auditor's File No.:	201005120048
Special Use Permit No.:	Not disclosed
Regarding:	Reference is made to the record for full particulars

N. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE FACE OF SAID PLAT OR SHORT PLAT, AS HERETO ATTACHED, INCLUDING MATTERS PERTAINING TO THE LOCATION OF EXISTING GARAGE ALONG THE EAST LINE:

Recorded:	May 12, 2010
Auditor's No.:	201005120047

O. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Mark Frost, owner
Purpose:	Undisclosed
Area Affected:	Easement 16.5 feet in width, the East line of which is described as follows: Beginning on the South line of the Anacortes-Mount Vernon Highway, 70 rods East of the section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.; thence South 287.43 feet
Dated:	February 11, 2010
Recorded:	February 11, 2010
Auditor's No.:	201002110064

EXCEPTIONS CONTINUED:

O. (continued):

LETTER, AND THE TERMS AND CONDITIONS THEREOF:

Regarding:	Mark & Candy Frost
Parcel No.:	P19841
Recorded:	March 26, 2012
Auditor's No.:	201203260095

SUBDIVISION GUARANTEE

SCHEDULE A

Liability: \$ 10,000.00

Policy No.: SGW-08002268

Dated: August 2, 2016 at 8:00 A.M.

Order No.: 156122-O

Fee: \$300.00

Tax: \$25.50

Name of Assured:

SWINOMISH INDIAN TRIBAL COMMUNITY and CITY OF ANACORTES

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matters relative to the following described real property:

(See Schedule "A-1," attached.)

Title to said real property is vested in:

D & D LANDHOLDINGS CO., LLC, a Washington Limited Liability Company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
4. General taxes, together with interest, penalty and statutory foreclosure costs, if any, first half delinquent May 1, 2016, if unpaid, second half delinquent November 1, 2016, if unpaid:

<u>Account No.</u>	<u>Year</u>	<u>Amount Billed</u>	<u>Amount Paid</u>	<u>Balance Owing</u>
340204-2-001-0009	2016	\$12,571.76	\$6,285.92	\$6,285.84

Property I.D. No.: P19877

SUBDIVISION GUARANTEE

Order No.: 156122-O

Policy No. SGW-08002268

SCHEDULE A

EXCEPTIONS CONTINUED:

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

6. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

Grantor:	D & D Landholding Co., LLC
Trustee:	Land Title Company of Skagit County
Beneficiary:	Skagit State Bank
Amount:	\$782,500.00
Dated:	May 30, 2012
Recorded:	June 1, 2012
Auditor's No.:	201206010082

PARTIAL RECONVEYANCE OF DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

Dated:	June 20, 2013
Recorded:	June 21, 2013
Auditor's No.:	201306210095

(Affects Parcel B of Boundary Line Adjustment Survey Auditor's File No. 201005120047)

APPOINTMENT OF SUCCESSOR TRUSTEE:

Appointed:	Skagit Law Group, PLLC, a Washington professional limited liability company
By:	Skagit Bank, formerly known as Skagit State Bank
Recorded:	March 4, 2016
Auditor's No.:	201603040030

NOTICE OF TRUSTEE'S SALE:

Given By:	Skagit Law Group, PLLC
Sale To Be Held On:	Friday, August 26, 2016 at the house of 10:00 a.m., at the entrance/front steps of the Skagit County Courthouse located at 205 W. Kincaid Street, in the City of Mount Vernon, State of Washington
Dated:	May 13, 2016
Recorded:	May 16, 2016
Auditor's No.:	201605160114

SUBDIVISION GUARANTEE

Order No.: 156122-O

Policy No. SGW-08002268

SCHEDULE A

EXCEPTIONS CONTINUED:

7. ASSIGNMENT OF RENTS GIVEN AS ADDITIONAL SECURITY AND THE TERMS AND CONDITIONS THEREOF:

Assignor:	D & D Landholding Co. LLC
Assignee:	Skagit State Bank
Amount:	Not disclosed
Dated:	May 30, 2012
Recorded:	June 1, 2012
Auditor's No.:	201206010083

PARTIAL RECONVEYANCE OF ASSIGNMENT OF RENTS AND THE TERMS AND CONDITIONS THEREOF:

Dated:	May 10, 2013
Recorded:	June 21, 2013
Auditor's No.:	201306210096

(Affects Parcel B of Boundary Line Adjustment Survey Auditor's File No. 201005120047)

8. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

Grantor:	D & D Landholding Co. LLC
Trustee:	Land Title and Escrow
Beneficiary:	Nabeel Jurdi & Brena Jurdi, husband and wife
Amount:	\$77,250.00
Dated:	May 31, 2012
Recorded:	June 1, 2012
Auditor's No.:	201206010086

Decree of Dissolution filed November 12, 2013, Beneficial interest of said Deed of Trust was not mentioned in said Decree.

SUBORDINATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

By Agreement Dated:	June 1, 2012
Recorded:	June 1, 2012
Auditor's No.:	201206010088

The above Deed of Trust was made subordinate to the Deed of Trust recorded under Auditor's No. 201206010082.

SUBDIVISION GUARANTEE

Order No.: 156122-O

Policy No. SGW-08002268

SCHEDULE A

EXCEPTIONS CONTINUED:

8 (continued):

PARTIAL RECONVEYANCE OF DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

Dated: June 20, 2013

Recorded: June 21, 2013

Auditor's No.: 201306210097

(Affects Parcel B of Boundary Line Adjustment Survey Auditor's File No. 201005120047)

Decree of Dissolution filed November 12, 2013, Beneficial interest of said Deed of Trust was not mentioned in said Decree.

9. FINANCING STATEMENT AND THE TERMS AND CONDITIONS THEREOF:

Secured Party: D&D Landholding CO. LLC

Debtor: Skagit State Bank

Covers: All Accounts, Machinery, Equipment, General Intangibles, Furniture and Fixtures: whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions, relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other account proceeds). P19877 and P19839; Parcels A & B, BLA Survey #201005120047; ptn NW ¼ of SW ¼, & ptn SW ¼ of NW ¼, 4-34-2 E W.M.
Personal property and fixtures located on property herein described

Recorded: June 21, 2013

Auditor's No.: 201306210100

Said document being a rerecord of that instrument recorded on June 11, 2012 under Auditor's File No. 201206110016.

10. MEMORANDUM OF LEASE, INCLUDING TERMS & CONDITIONS THEREOF:

Lessor: D & D Landholding Co. LLC, a Washington limited liability company

Lessee: Bayside Fitness LLC, a Washington limited liability company

Dated: June 21, 2012

Recorded: June 26, 2012

Auditor's No.: 201206260074

SUBDIVISION GUARANTEE

Order No.: 156122-O

Policy No. SGW-08002268

SCHEDULE A

EXCEPTIONS CONTINUED:

11. ASSIGNMENT OF RENTS GIVEN AS ADDITIONAL SECURITY AND THE TERMS AND CONDITIONS THEREOF:

Between: D & D Landholding Co., LLC, a Washington limited liability company and Bayside Fitness LLC, a Washington limited liability company
And: Northwest Business Development Association
Dated: June 21, 2012
Recorded: June 26, 2012
Auditor's No.: 201206260075

SAID DEED OF TRUST WAS PARTIALLY RECONVEYED AS TO OTHER PROPERTY BY INSTRUMENT:

Dated: Not disclosed
Recorded: June 21, 2013
Auditor's No.: 201306210099
(Affects Parcel B of Boundary Line Adjustment Survey Auditor's File No. 201005120047)

12. ASSIGNMENT OF RENTS GIVEN AS ADDITIONAL SECURITY AND THE TERMS AND CONDITIONS THEREOF:

Between: Northwest Business Development Association, a Washington nonprofit corporation
And: The U.S. Small Business Administration
Dated: June 22, 2012
Recorded: June 26, 2012
Auditor's No.: 201206260076
(Affects subject property and other lands)

13. THIRD PARTY LENDER AGREEMENT, AND THE TERMS AND CONDITIONS THEREOF:

Between: Skagit State Bank
And: Northwest Business Development Association
Dated: June 21, 2012
Recorded: June 26, 2012
Auditor's No.: 201206260079
(Affects subject property and other lands)

SUBDIVISION GUARANTEE

Order No.: 156122-O

Policy No. SGW-08002268

SCHEDULE A

EXCEPTIONS CONTINUED:

14. Unrecorded leaseholds, if any; rights of vendors and holders of security interests on personal property installed upon said property, and rights of tenants to remove trade fixtures at the expiration of the term.
15. Easements, restrictions, and other matters shown on Schedule "B-1" attached are also excepted from coverage. The easements, restrictions and other matters shown as lettered exceptions on Schedule "B-1" are excepted from policy coverage to the same extent that the numbered Schedule "B" Special Exceptions shown herein are excepted from policy coverage.

NOTE #1: EFFECTIVE JANUARY 1, 1997, AND PURSUANT TO AMENDMENT OF WASHINGTON STATE STATUTES RELATING TO STANDARDIZATION OF RECORDED DOCUMENTS, THE FOLLOWING FORMAT AND CONTENT REQUIREMENTS MUST BE MET. FAILURE TO COMPLY MAY RESULT IN REJECTION OF THE DOCUMENTS BY THE RECORDER.

Margins to be 3" on top of first page and 1" on sides and bottom, 1" on top, sides and bottom of each succeeding page. Font size of 8 points or larger, paper size of no more than 8 1/2" by 14". No attachments on pages such as stapled or taped notary seals, pressure seals must be smudged.

INFORMATION WHICH MUST APPEAR ON THE FIRST PAGE

Title or titles of documents. If assignment or reconveyance, reference to auditor's file number of subject deed of trust must be included. Names of grantor(s) and grantee(s) with reference to additional names on following pages, if any.
Abbreviated legal description (lot, block, volume/page of plat or section/township/range and quarter section or government lot for unplatted).
Assessor's tax parcel number(s). Return address which may appear in the upper left hand 3" top margin.

Pursuant to item c.) above, the abbreviated legal description for the subject property is as follows:

Parcel A: BLA Survey 201005120047; (Ptn NW 1/4 Of SW 1/4 & Ptn SW 1/4 Of NW 1/4, 4-34-2 E WM).

NOTE #2: Matters which may be disclosed by a search of the record against the name(s) of the party(ies) named herein have been cleared.

Named Party(ies):

D & D Landholding Co., LLC

NOTE #3: Unless otherwise specified, this Company has assigned this file to the following Underwriter for the policy to issue: Old Republic National Title Insurance Company.

Schedule "A-1"

Order No.: 156122-O
Policy No.: SGW-08002268

DESCRIPTION:

Parcel A of that certain Boundary Line Adjustment Survey approved April 23, 2010, recorded May 12, 2010, under Auditor's File No. 201005120047, records of Skagit County, Washington and being more fully described as follows:

That portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and that portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway right-of-way at a point 1,023.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.;

thence South 40 rods, more or less, to a point 26 rods South of the $\frac{1}{2}$ Section line;

thence East 8 rods;

thence North 40 rods, more or less, to the South line of said Highway;

thence West along the South line of said Highway to the place of beginning.

EXCEPT the South 200 feet thereof;

AND EXCEPT that portion conveyed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 Jet SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837;

AND that portion of said Section, described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway at a point 1,012.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.;

thence East along the South line of said Highway 11 feet;

thence South 431 feet;

thence West 11 feet;

thence North 431 feet to the point of beginning.

EXCEPT that portion annexed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 Jet. SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837.

-continued-

Schedule "A-1"

Order No.: 156122-O
Policy No.: SGW-08002268

DESCRIPTION CONTINUED:

TOGETHER WITH the West 67.40 feet of the following described property:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway, 80 rods East of the Section line between Sections 4 and 5, said Township and Range;
thence West 10 rods along the South line of said Anacortes-Mount Vernon Highway;
thence South 8 rods;
thence East parallel to the South line of said Highway 10 rods to the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;
thence North 8 rods along the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ to the point of beginning;

EXCEPT any portion thereof lying within the boundaries of a tract conveyed to George Sullivan and Dora Sullivan, husband and wife, by deed dated April 29, 1946, recorded May 18, 1946, in Volume 209 of Deeds, page 449, under Auditor's File No. 391956, records of Skagit County, Washington.

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

EXCEPTIONS:

A. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light
Purpose: "...utility systems for purposes of transmission, distribution
and sale of gas and electricity..."
Area Affected:

Portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 34 North, Range 2, East, W.M.,

The centerline of transmission and distribution line shall be located as follows:

Beginning at a point on the South line 7 feet West of the Southeast corner of the above described tract; thence North $0^{\circ}42'30''$ West a distance of 345.5 feet, more or less, to the South line SSH 1-C.

Dated: November 24, 1959
Recorded: December 3, 1959
Auditor's No.: 588475

B. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Executed By: Parker Outdoor, Inc.
Recorded: December 29, 1994
Auditor's No.: 9412290049
Regarding: Special Use Permit

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

C. REGULATORY NOTICE/AGREEMENT THAT MAY INCLUDE COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING THE SUBJECT PROPERTY:

Executed By: City of Anacortes
Recorded: January 4, 1999
Auditor's No.: 9901040105
Regarding: Pertains to Annexation of the subject property by the City of Anacortes

Reference is hereby made to the record for the full particulars of said notice/agreement. However, said notice/agreement may have changed or may in the future change without recorded notice.

D. MATTERS DISCLOSED BY RECORD OF SURVEY

Filed: August 30, 2004
Volume/Page: N/A
Auditor's File No.: 200408300136

EXCEPTIONS CONTINUED:

E. Condemnation of all rights of ingress, including all existing, future, or potential easements of access, light, view and air, by and between Primary State Highway No. 1 and a portion of the property herein described, by decree entered in favor of the State of Washington on June 16, 1961, in the Superior Court for Skagit County, Cause No. 26055, reference being hereby made to the record for full particulars.

F. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Puget Sound Power & Light Company, a Washington corporation
Purpose:	The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system
Area Affected:	Parcel "B"
Dated:	November 30, 1954
Recorded:	November 30, 1954
Auditor's No.:	509871

G. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Puget Sound Power & Light Company, a Washington corporation
Purpose:	The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system
Area Affected:	Parcel "B"
Dated:	August 3, 1955
Recorded:	August 8, 1955
Auditor's No.:	522137

H. SUBJECT TO right-of-way over and across the West 1 rod of said premises as reserved by various instruments of record, by various parties of record.

I. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Vern T. Beason
Purpose:	Road
Area Affected:	16 foot strip across said premises
Recorded:	July 13, 1962
Auditor's No.:	623886

J. Easements in favor of adjoining land owners to the South of the subject property recorded November 4, 1954, October 31, 1957, May 28, 1962, etc., under Auditor's File Nos. 508778, 557936, 622088, etc., for ingress and egress, over and across that portion of the subject property lying within a strip of land 1 rod (16.5 feet) in width, the West line of which is a line running parallel to and 70 rods East of the West line of said Section 4.

EXCEPTIONS CONTINUED:

K. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company, a Washington corporation
Purpose: The right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system
Area Affected: The East 25 feet of the above described property
Dated: November 20, 1990
Recorded: November 27, 1990
Auditor's No.: 9011270082

L. MATTERS DISCLOSED BY RECORD OF SURVEY

Filed: June 28, 2005
Auditor's File No.: 200506280046

M. LAND USE PERMIT BINDER AND THE TERMS AND CONDITIONS THEREOF:

Recorded: May 12, 2010
Auditor's File No.: 201005120048
Special Use Permit No.: Not disclosed
Regarding: Reference is made to the record for full particulars

N. COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, NOTES, DEDICATIONS, PROVISIONS AND SURVEY MATTERS AS DESCRIBED AND/OR DELINEATED ON THE FACE OF SAID PLAT OR SHORT PLAT, AS HERETO ATTACHED, INCLUDING MATTERS PERTAINING TO THE LOCATION OF EXISTING GARAGE ALONG THE EAST LINE:

Recorded: May 12, 2010
Auditor's No.: 201005120047

O. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee: Mark Frost, owner
Purpose: Undisclosed
Area Affected: Easement 16.5 feet in width, the East line of which is described as follows: Beginning on the South line of the Anacortes-Mount Vernon Highway, 70 rods East of the section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.; thence South 287.43 feet
Dated: February 11, 2010
Recorded: February 11, 2010
Auditor's No.: 201002110064

Schedule "B-1"

Order No.: 156122-O
Policy No.: SGW-08002268

EXCEPTIONS CONTINUED:

O. (continued):

LETTER, AND THE TERMS AND CONDITIONS THEREOF:

Regarding:	Mark & Candy Frost
Parcel No.:	P19841
Recorded:	March 26, 2012
Auditor's No.:	201203260095



201609080010

FILED FOR RECORD AT THE
REQUEST OF/RETURN TO:
Craig E. Cammock
Skagit Law Group, PLLC
P.O. Box 336 / 227 Freeway Drive, Suite B
Mount Vernon, WA 98273

Skagit County Auditor

\$77.00

9/8/2016 Page

1 of

5:11:03AM

TRUSTEE'S DEED

Reference Nos.:	201206010082 (Deed of Trust) 201306210095 (Partial Reconveyance) 201603040030 (Appointment of Successor Trustee) 201605160114 (Notice of Trustee's Sale)
Grantor (s):	SKAGIT LAW GROUP, PLLC, a Washington Professional Limited Liability Company
Grantee (s):	SWINOMISH INDIAN TRIBAL COMMUNITY, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934
Additional Grantor(s) on page(s):	
Additional Grantee(s) on page(s):	
Abbreviated Legal:	Parcel A, BLA Survey #201005120047; ptn NW ¼ SW ¼ and ptn SW ¼ NW ¼, 4-34-2E, W.M. 2, 3
Additional Legal on page(s):	
Assessor's Tax Parcel No.:	P19877 / 340204-2-001-0009

THE GRANTOR, SKAGIT LAW GROUP, PLLC, a Washington Professional Limited Liability Company, as Successor Trustee under that certain Deed of Trust as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty, to SWINOMISH INDIAN TRIBAL COMMUNITY, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, Grantee, that real property situated in the County of Skagit, State of Washington, described as follows:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2016 4011
SEP 8 2016

-1-

Amount Paid \$0
Skagit Co. Treasurer
By HB Deputy

Parcel A of that certain Boundary Line Adjustment Survey approved April 23, 2010, recorded May 12, 2010, under Auditor's File No. 201005120047, records of Skagit County, Washington, and being more fully described as follows:

That portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and that portion of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 4, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway right-of-way at a point 1,023.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.;

Thence South 40 rods, more or less, to a point 26 rods South of the $\frac{1}{2}$ Section line;

Thence East 8 rods;

Thence North 40 rods, more or less, to the South line of said Highway;

Thence West along the South line of said Highway to the place of beginning.

EXCEPT the South 200 feet thereof;

AND EXCEPT that portion conveyed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 Jet SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837;

AND that portion of said Section, described as follows:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway at a point 1,012.24 feet East of its intersection with the Section line between Sections 4 and 5, Township 34 North, Range 2 East, W.M.;

Thence East along the South line of said Highway 11 feet;

Thence South 431 feet;

Thence West 11 feet;

Thence North 431 feet to the point of beginning.

EXCEPT that portion annexed to the State of Washington by Deed dated January 12, 1961, for Primary State Highway No. 1 JET SSH No. 1-D to Swinomish Slough, and recorded February 6, 1961, under Auditor's File No. 603837.

TOGETHER WITH the West 67.40 feet of the following described property:

Beginning at a point on the South line of the Anacortes-Mount Vernon Highway, 80 rods East of the Section line between Sections 4 and 5, said Township and Range;

Thence West 10 rods along the South line of said Anacortes-Mount Vernon Highway;

Thence South 8 rods;

Thence East parallel to the South line of said Highway 10 rods to the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$;

Thence North 8 rods along the East line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ to the point of beginning;

EXCEPT any portion thereof lying within the boundaries of a tract conveyed to George Sullivan and Dora Sullivan, husband and wife, by deed dated April 29, 1946, recorded May 18, 1946, in Volume 209 of Deeds, page 449, under Auditor's File No. 391956, records of Skagit County, Washington,

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

RECITALS

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust dated May 30, 2012 and recorded June 1, 2012 under Auditor's File No. 201206010082, records of Skagit County, Washington, from D & D LANDHOLDING CO., LLC, a Washington limited liability company, as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of SKAGIT STATE BANK (now known as SKAGIT BANK), as Beneficiary. SKAGIT LAW GROUP, PLLC, a Washington Professional Limited Liability Company, was appointed Successor Trustee under said Deed of Trust pursuant to an Appointment of Successor Trustee recorded on March 4, 2016 under Auditor's File No. 201603040030, records of Skagit County, Washington.

2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of a Promissory Note, wherein D & D Landholding Co., LLC, a Washington limited liability company, is the maker, in the sum of \$782,500.00, with interest thereon, according to the terms thereof, including any amendments, modifications, and/or assignments thereto, payable to Beneficiary, or order, and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.

4. Default having occurred in the obligations secured and/or covenants of the Grantor, as set forth in the Notice of Trustee's Sale described below, which by the terms of the Deed of Trust

make operative the power to sell; the 30-day advance Notice of Default was transmitted to the Grantor, or its successor in interest, via certified, return receipt requested, and first-class mailings on March 7, 2016, and a copy of said notice was posted or served by postings which occurred on March 7, 2016, in accordance with law.

5. SKAGIT STATE BANK, now known as SKAGIT BANK, being then the holder of the indebtedness secured by said Deed of Trust, delivered to said Successor Trustee a written request directing said Successor Trustee to sell the described property in accordance with law and the terms of said Deed of Trust.

6. The defaults specified in the Notice of Default not having been cured, the Successor Trustee, in compliance with the terms of said Deed of Trust, executed and on May 16, 2016 recorded in the office of the Auditor of Skagit County, Washington a Notice of Trustee's Sale of said property under Auditor's File Number 201605160114.

7. The Successor Trustee, in its aforesaid Notice of Trustee's Sale, fixed the place of sale as the entrance/front steps of the Skagit County Courthouse, 205 W. Kincaid Street, Mount Vernon, State of Washington, a public place, at 10:00 a.m. on August 26, 2016, and in accordance with law caused copies of the statutory Notice of Trustee's Sale to be transmitted by mail to all persons entitled thereto on May 16, 2016, and either posted or served on May 16, 2016, said mailings and postings or service having occurred prior to 90 days before the sale; further, the Trustee caused a copy of said Notice of Trustee's Sale to be published once on or between the thirty-fifth and twenty-eighth day before the date of sale, and once on or between the fourteenth and seventh day before the sale in a legal newspaper in each county in which the property or any part thereof is situated; and further, included with this Notice, which was transmitted to or served upon the Grantor or its successor in interest, a Notice of Foreclosure in substantially the statutory form, to which copies of the Deed of Trust and documents evidencing the obligations secured thereby were attached.

8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.

9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW, et seq.

10. The defaults specified in the Notice of Trustee's Sale not having been cured no less than eleven days prior to the date of Trustee's sale and said obligation secured by said Deed of Trust remaining unpaid on August 26, 2016, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Successor Trustee then and there sold at public auction to said Grantee, the highest bidder therefor, the property hereinabove described for the sum of \$900,000.00, or by satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs, and expenses as provided by statute.

11. This conveyance is made without representations or warranties of any kind, expressed or implied. Grantee understands, acknowledges and agrees that the Property was purchased in the

context of a foreclosure, that the Trustee made no representations to Grantee concerning the Property and that the Trustee owed no duty to make disclosures to Grantee concerning the Property, Grantee relying solely upon its own due diligence investigation before electing to bid for the Property.

DATED this 8th day of September, 2016.

SKAGIT LAW GROUP, PLLC, a Washington
Professional Limited Liability Company,
Successor Trustee

By 

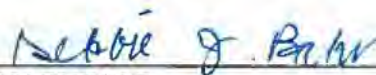
Craig E. Cammock, WSBA #24185, Member
P.O. Box 336 / 227 Freeway Drive, Suite B
Mount Vernon, WA 98273
Telephone: (360) 336-1000

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that Craig E. Cammock is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as a Member of Skagit Law Group, PLLC, a Washington professional limited liability company, to be the free and voluntary act for such party for the uses and purposes mentioned in the instrument.

Dated: September 8, 2016.




NOTARY PUBLIC
Printed name: Debbie J. Bahr
My appointment expires: 07-01-2018

Application for Essential Public Facility

Swinomish didgʷálič Wellness Center

Date of application: December 1, 2016

Introduction

The Swinomish Indian Tribal Community ("Swinomish" or "Tribe") is a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934 (25 U.S.C. § 476) and is a party to the Treaty of Point Elliott, January 22, 1855 (12 Stat. 928). The Tribal government is located on the Swinomish Reservation in Skagit County, near La Conner, Washington.

Swinomish, like other regional governments, recognizes a great need in the community to provide treatment services for opiate and opioid addiction. Opioid addiction has reached crisis levels in Skagit County.¹ Swinomish currently operates a successful outpatient-only treatment program that implements a unique treatment model of individualized and coordinated care. While this program provides services only for Tribal members and their families, Swinomish has now decided to expand its program and provide access to the broader community to help address the serious public health crisis of opioid addiction. Expansion requires an additional facility.

In August 2016, Swinomish purchased at a foreclosure auction the property formerly operated as the Bayside Fitness Center, at 8212 South March Point Road. The property is located in a light manufacturing zone of Anacortes.

The March Point facility is an ideal location to provide outpatient medical services for chemical dependency. Conversion of the facility from a fitness center to a medical office will require only interior remodeling, and will not change the footprint of the building. Thus, Swinomish seeks a Conditional Use Permit solely for the change in character of use of the existing facility.

The Swinomish didgʷálič Wellness Center is an "essential public facility" as defined in the Anacortes Municipal Code.² AMC 17.06.293 ("Essential public facility" (EPF) means any public facility or facilities owned or operated by a unit of local or state government . . . or any other entity that provides a public service as its primary mission, and is difficult to site. EPFs include those facilities listed in RCW 36.70A.200.) (emphasis added). EPFs constitute a conditional use in all zones. AMC 17.75.060(C)(1). Swinomish is a Tribal government entity; the Wellness Center will provide a public service as its primary mission; and substance abuse treatment facilities are listed in RCW 36.80A.200 and are generally considered difficult to site.

¹ More information is provided in the Statement of Need, below.

² The LM1 zone also likely allows for this proposed use as a conditional use. Offices are listed as a conditional use within LM1. See AMC 17.19.040. In at least one other case, the Planning Commission and City Counsel determined that an outpatient medical office meets the definition of "office". See Anacortes Planning Commission's Draft Findings of Fact, Conclusions of Law, & Recommendation (December 9, 2015), CUP-2015-0005, available at http://anacortes.granicus.com/MetaViewer.php?view_id=2&clip_id=28&meta_id=1074 (last visited 11/23/16); and Anacortes City Council Meeting Minutes, December 21, 2015, available at: http://anacortes.granicus.com/DocumentViewer.php?file=anacortes_52800da82ef55a921d422e4fbd1bda67.pdf&view=1 (last visited 11/30/16).

Type of EPF

The Swinomish didg'wálic Wellness Center is a Type II or "local" essential public facility serving Skagit County. Type II facilities are defined as facilities that are not Type I facilities, which are "major" public facilities where the provider has statutory authority to site and construct the facility, such as airports or major utilities. AMC 17.75.060(A)(1). The Swinomish Wellness Center will be a relatively small outpatient clinic serving primarily Skagit County (although it will not turn away residents from other counties). Further, the facility is not sited or constructed pursuant to statutory authority. As such, it is clearly a local Type II EPF.

Criteria AMC 17.75.050

Anacortes Municipal Code 17.75.050 sets forth the information required in applications for EPF projects. The criteria are listed below in bold, with Swinomish's responses following each item.

- A. A detailed written description of the proposed and potential public services to be provided, including an proposed site plan, the proposed service area of the facility, the source or sources of funding, and identification of any applicable public regulatory agencies or regional state or federal project agency sponsors and the federal or state authority which the agency has been granted for siting decision-making;**

Description of public services to be provided. The Swinomish Wellness Center will provide full-service treatment for chemical dependency. Services will be provided on an outpatient basis in a medical office format. A licensed physician will serve as the medical director overseeing nursing staff, mental health counselors, and chemical dependency professionals (CDPs). Like at a doctor's office, clients will come to the facility for an appointment with a care provider and leave after their appointment. The program will provide individualized medical care, preventative care, chemical dependency counseling, mental health counseling, employment, and educational assistance. This coordinated-care approach is key to the success of the program. For example, many individuals' dependency on opiates or opioids originates with chronic pain, caused by underlying medical problems. By providing primary medical care in addition to counseling, health care providers can assist an individual with the underlying causes that led to their addiction.

The program will have a capacity to serve 200-350 patients. Services would include the following:

- Mental health counseling
 - Assessments
 - Individual
 - Group
 - Family
 - Parenting classes
- Primary medical care
 - Preventative care
 - Illness and minor injury treatment
 - Urgent care
 - Referrals
- Medication-assisted therapies, including Suboxone, Vivotrol and methadone

- Shuttle transportation
 - Anacortes
 - Burlington
 - Mount Vernon
 - Oak Harbor
- Case management & referrals
 - Housing
 - Employment
 - Domestic violence referrals
 - Education
 - Referrals for Legal/CPS
- Attended children's waiting area

Site plan. A site plan is attached as **Exhibit A**.

Service Area. The primary service area for this facility will be Skagit County, and in particular the Anacortes and Mount Vernon areas and their surrounding communities. Given the proximity to Oak Harbor and the Washington State Ferry terminal, individuals from northern Island County and/or San Juan County may find it conveniently located. Although it is designed to serve primarily Skagit County, the program will not turn away individuals from other areas if they seek treatment.

Sources of funding. The Swinomish Indian Tribal Community will finance the Wellness Center solely with its own funds to address this serious community need. During operation, the Wellness Center will accept private insurance and Medicaid. Program planners are also evaluating the feasibility of accepting direct payment for services rendered in order to serve patients who lack insurance coverage.

Regulatory agencies. The Swinomish Wellness Center will be credentialed and/or regulated by a number of state and federal agencies. These include:

- Washington State Division of Behavioral Health and Recovery (DBHR)
- Washington State Department of Health (DOH)
- Washington State Board of Pharmacy (WSBP)
- Substance Abuse and Mental Health Services Administration (SAMHSA)
- Drug Enforcement Agency (DEA)
- Indian Health Service (IHS)

B. A written statement of the need, in statistical or narrative form, for the proposed project currently and over the following ten-year period;

The Swinomish Tribe has identified a significant community need for opioid addiction treatment options in Skagit County. The opioid epidemic has reached crisis levels in Skagit County, as it also has in Washington State and nationwide.³ Opioid overdose

³ Presidential Proclamation (September 16, 2016), 2016 WL 4937551, available at: <https://www.whitehouse.gov/the-press-office/2016/09/16/presidential-proclamation-prescription-opioid-and-heroin-epidemic> (last visited 11/30/16).

deaths now exceed automobile accident fatalities in Washington State.⁴ Overdose deaths have increased 31% statewide since the early 2000s.⁵ In Skagit County, overdose deaths have increased 42%, and opiate evidence in crimes has increased 181% in that same time period.⁶ President Obama, Governor Jay Inslee, and Senator Patty Murray have all spoken out recently about this crisis.⁷ The Skagit County Population Health Trust has formed a task force called the Opiate Workgroup Leadership Team in order to address this serious public health problem.⁸ This week, the U.S. Congress passed sweeping legislation, entitled the Comprehensive Addiction and Recovery Act of 2016, to address the opioid crisis.⁹

Treatment options are limited in Skagit County. There is no substance use treatment center in Anacortes offering medication assisted treatment. (Studies show that medication assisted treatment is more than twice as effective in decreasing overdoses than counseling-only treatment.¹⁰) There is no clinic offering methadone assisted treatment in Skagit County or the adjacent Whatcom or Island Counties. For some patients who have tried other options unsuccessfully, methadone is the only effective treatment. In the Mount Vernon area, there are three counseling-only treatment centers, and only two treatment centers that offer limited medication assisted treatment. These treatment centers cannot keep pace with the increased need for services in the area.

It is difficult to project opioid addiction trends over the next ten-year period. The Washington State Department of Health stated in a 2014 report: "[The] National Healthy People 2010 goals include reducing drug-induced deaths to 1.2 per 100,000 people; the Healthy People 2020 goal is 11.3 per 100,000 (age-adjusted). **Washington did not meet the 2010 goal and will not meet the 2020 goal if present trends continue.**"¹¹ Based on this statement, it is reasonable to conclude that the need for addiction treatment services will not decrease over the next ten year period and may continue to climb, as Washington State has higher rates of overdose than the US average, and Skagit County has higher rates of overdose than the Washington State average.

C. An inventory of known, existing or proposed facilities, by name and address, within Skagit County, or within the region, serving the same or similar needs as the proposed project;

⁴ Christine Clarridge, *Opioid Overdoses Deadlier Than Car Crashes*, Seattle Times, May 4, 2016, available at <http://www.seattletimes.com/seattle-news/crime/as-opioid-epidemic-hits-home-what-officials-are-doing-about-it/>.

⁵ Statement by Senator Patty Murray, <https://medium.com/@PattyMurray/the-opioid-epidemic-317ca1c05ffd#xyjk3kssp>.

⁶ University of Washington Alcohol and Drug Abuse Institute, *Opioid Trends Across Washington State*, April 2015, available at <http://ada.i.uw.edu/pubs/infobriefs/ADAI-IB-2015-01.pdf>.

⁷ Office of the Governor, Executive Order 16-09 (2016), available at <http://www.governor.wa.gov/news-media/inslee-launches-executive-order-combat-opioid-crisis>.

⁸ <http://www.skagitbreaking.com/2016/10/27/population-health-trust-will-hear-ways-reduce-opioid-abuse-nov-3/>

⁹ Comprehensive Addiction and Recovery Act of 2016, Pub. L. No. 114-198, 130 Stat. 695 (2016).

¹⁰ See Pierce, Matthias et. al, *Impact of treatment for opioid dependence on fatal drug-related poisoning: a national cohort study in England* (2015), available at <http://onlinelibrary.wiley.com/doi/10.1111/add.13193/full>; Degenhardt, Louisa et. al, *The impact of opioid substitution therapy on mortality post-release from prison: retrospective data linkage study* (2014), available at <http://idhdp.com/media/400743/the-impact-of-opioid-substitution-therapy-on-mortality-post-release-from-prison-retrospective-data-linkage-study.pdf>.

¹¹ Washington State Dept. of Health, *Health of Washington State Report*, available at <http://www.doh.wa.gov/Portals/1/Documents/5500/RPF-Drg2014.pdf>.

Facility	Services Provided (Same or Similar)
Catholic Community Services 614 Peterson Road Burlington, WA 98233 360-757-0131	Similar but not same. Only suboxone medication assisted treatment.
Swinomish Wellness Program 17337 Reservation Rd. LaConner, WA 98257 Ph (360) 466-1024	Similar but not same. Only suboxone medication assisted treatment. Open only to Native Americans.
Phoenix Recovery Services 1601 East College Way Mount Vernon 98273 360-848-8437	

Other area facilities that provide counseling-only based addiction recovery services:

Sunrise Recovery Services 2500 E. College Way Mount Vernon, WA 98273 Phone (360) 336-3762 or 1-866-634-3039 Fax (360) 336-3815	Counseling only. Does not accept Medicaid.
Follman Agency-Burlington: 910 South Anacortes Street Burlington, WA 98233 (360) 755-1125	Counseling only.
Sea Mar Behavioral Health Clinic 2500 East College Way Suite 100 Mount Vernon 98273 360-428-8912	Counseling only.
Upper Skagit Tribe Chemical Dependency Treatment Program 25959 Community Plaza Way Sedro-Woolley, WA 98284 (360) 854-7070	Counseling only. Only open to Native Americans.
Island Assessment & Counseling Centers 520 E. Whidbey Ave, Suite 205 Oak Harbor, WA 98277 (360) 675-5782	Counseling only.

D. An explanation of the need and suitability for the proposed facility in the proposed city location(s);

The facility is very well located for use as a medical substance use treatment program. It is located along the Highway 20 corridor, outside the core commercial and residential areas

of Anacortes. Such location will help prevent community concern about proximity to homes, schools or retail business, while at the same time provide privacy to patients who will visit the facility regularly for their appointments. The facility is located less than 5 miles from Island Hospital, should any patient require emergency care.

The location is also easy to access from Highway 20, accessible to both Anacortes and Mount Vernon. In particular, it is located across the street from the March Point Park and Ride Skagit Transit Center, located at 8147 S. March Point Road. The Transit Center is served by bus routes to and from the Ferry Terminals, downtown Anacortes, Mount Vernon, Burlington, La Conner, and Oak Harbor. Thus, even though the location is situated in a manufacturing zone, it is still easily accessible for residents of either Anacortes or Mount Vernon.

The light manufacturing area surrounding the facility already has a mixed-use character, including both industrial and commercial retail businesses, including the Swinomish Tribe's gas station, golf course nearby. Proximity to the Tribe's other businesses would also make it more efficient for the Tribe to meet certain overhead needs, such as facilities and maintenance upkeep, IT services, and security.

- E. An assessment of the suitability of the proposed location in the city or another jurisdiction in terms of local, county, regional and/or state needs in order to minimize public costs (where appropriate) and environmental impacts, to discern the suitability of the facility's location in the city or within another jurisdiction, to determine the number of jurisdictions affected or served by the proposed EPF, and to decide what, if any, inter-jurisdictional approach is most appropriate or available;**

The proposed location is ideally located to minimize public costs and environmental impacts, in large part due to the fact that no new building is necessary. As mentioned above, Swinomish purchased an existing permitted building and will be making only interior tenant improvements in order to modify it for use as a medical office.

Given the facility's location away from schools, residential areas, and the downtown core commercial district, but at the same time accessibility to public transit and a major highway, Swinomish is unaware of any other location that could be more suitable for a substance use treatment facility. Further, Swinomish does not own any other properties that are more suitable or that would have fewer impacts.

- F. An analysis of the environmental, social, economic, financial and infrastructure impacts of the proposed EPF, including an assessment of the proportionate financial impacts on affected jurisdictions, consideration copies of agreements which allocate the financial burdens of the proposed project on the city and other jurisdictions, and the approximate area within which the proposed project could potentially have adverse impacts, such as increased traffic, public safety risks, noise, glare, emissions, or other environmental impacts, and;**

Social and economic impacts. At this time, no negative social or economic impacts have been identified. The proposed essential public facility will result in primarily positive social and economic impacts to the Skagit County and Anacortes community. Opiate/opioid addiction can lead to many negative community impacts, including increases in criminal activity, unemployment, homelessness, emergency room admissions, domestic violence, child welfare issues, and higher utilization of social programs. By treating substance abuse, the Swinomish Wellness Center will combat such these negative social and economic impacts. Because the Swinomish Tribe is stepping forward to finance and fund the project in its entirety, no adverse economic impacts to the community are anticipated. Swinomish is taking proactive steps to mitigate any potential impacts. For example, the Wellness Center will oversee a transportation plan designed to ensure patients get to and from their appointments efficiently to prevent long waiting time inside or outside the building. The Wellness Center will also employ security officers and a surveillance system, and will partner with local law enforcement to ensure the safety and security of the facility and immediate vicinity. Additionally, Swinomish has already launched its community relations plan to identify any concerns regarding social impacts and will proactively develop a plan to mitigate any impacts that may be identified in the future.

Financial and infrastructure impacts. The proposed essential public facility will not result in any financial or infrastructure impacts to the City or County. The facility will not require any additional new construction, except for tenant improvements in an existing permitted building. It is located across the street from an existing transit center providing public transportation, and it is located along the major arterial route of Highway 20. A traffic light already exists at the turnoff from Highway 20.

The only potential additional infrastructure needed to accommodate the proposed facility is a painted cross walk and (potentially) additional striping for pedestrian access from the transit center to the facility. Swinomish staff is currently working with City staff to design safe pedestrian access.

Traffic. Given the Wellness Center's location on Highway 20, no negative traffic impacts are expected. Nevertheless, we are developing a transportation plan designed to prevent any negative traffic impacts and to provide safe and convenient transportation for patients, many of whom lack their own cars or drivers licenses. Many patients are will utilize public transportation, which will be convenient given the presence a park and ride across the street. Additionally, the Swinomish Wellness Center will provide transportation shuttles for individuals who lack access to public transit where they live.

Public safety. The Wellness Center will also implement a security plan designed to prevent and/or mitigate impacts to public safety. The transportation plan plays a key role, as it enables individuals to arrive and leave in a timely manner for their appointments, and prevents loitering around the building. There will also be a full time security staff and digital surveillance system as part of the facility.

Environmental impacts. No other environmental impacts have been identified, and any potential impacts will be mitigated by specific efforts of the Wellness Center. Because

there is no new construction and the facility will be used as a medical office building, we do not foresee any negative impacts involving water, air, wetlands, other critical areas or resource lands, storm water, or noise or light pollution. Utilities usage of water, sewer and electricity will remain essentially the same as the uses by the prior owners of the facility, who operated it as a fitness center.

G. An analysis of the proposal's consistency with the city's comprehensive plan and development regulations, and plans and policies of other affected jurisdictions, including but not limited to Skagit County Countywide Planning Policies;

The Swinomish didgʷálic Wellness Center is consistent with the 2016 Anacortes Comprehensive Plan. The property in question is already developed, and the existing facility requires only interior remodeling to accommodate this minor change in use. No new land use or development is necessary.

The Wellness Center will support Anacortes' values articulated in the Comprehensive Plan related to providing a "supportive and connected community," which includes the specific goal to "[p]rovide high quality health and community services." Anacortes Comprehensive Plan 2016 at I-9. The Plan adopts the following related policies:

- Policy ED-5.4. Support expansion of local medical care facilities as sources of jobs and income, as well as support services to the community. *Id.* at I-37.
- Policy ED-2.14. Encourage commercial businesses that provide professional, financial and medical services to residents and visitors. *Id.* at I-36.

The Wellness Center will support these Plan policies by providing medical care to the community and creating an estimated 20+ local jobs in the medical sector. For all full time positions, the Tribe offers a medical insurance plan, 401(K), and other benefits.

Economic vitality constitutes another important value expressed in the Comprehensive Plan, including the goal of providing diverse economic opportunities and investment in infrastructure and services. *Id.* at I-9. Anacortes has adopted the following related policies:

- Policy ED-1.3. Provide a stable tax base to support the costs of desired public facilities and services.
- Policy ED-1.4. Encourage expansion of existing employers and attraction of new employers that pay wages sufficient to support family households and fund needed public services.
- Policy ED-1.6. Facilitate the retention, growth and new location of small and locally-owned business.
- Policy ED-1.8. Invest in public facilities and services that improve business conditions and quality of life, and are affordable to residents and businesses.

As a local employer, the Wellness Center will support these goals and policies by expanding jobs in the medical sector; by providing pathways for individuals who struggle with addiction to return to the workforce and contribute to the tax base; and by providing public services that improve quality of life for residents and families who currently suffer from the effects of substance use.

The Wellness Center will also support the Comprehensive Plan goal of encouraging more utilization of public transit:

- Policy T-2.7. Decrease the proportion of trips made by single occupant vehicles by increasing alternative transportation choices. *Id.* at I-59.

Finally, the Wellness Center is consistent with the Comprehensive Plan's goal of identifying uses that are compatible with manufacturing in the Light Manufacturing 1 zone. The Zoning Code itself provides several examples of the types of uses that are considered to be compatible with manufacturing: auto and boat sales, plant nurseries, some retail establishments, golf courses, adult entertainment and licensed marijuana enterprises. AMC 17.19.020. As further clarification, the Zoning Code designates the LM1 zone for uses "that do not need water access or proximity to the central business district or to the Commercial Avenue corridor." AMC 17.19.010. The zone is currently of mixed-use character, blending light industrial, retail, and other commercial uses. Within a short distance, there is a golf course, a gas station, a coffee shop, a brewery/restaurant, and business related to auto and boat repair. The Wellness Center is compatible with light manufacturing, because it does not need water access, does not need proximity to the central business district, and will not impair the primary industrial nature of LM1.

H. Documentation of public involvement efforts to date, including public and agency comments received, and plans for future public participation;

The Swinomish didg'wálic Wellness Center has prepared a Community Relations Plan as part of the requirement for certification as an opiate treatment program with the Washington State Department of Behavioral Health and Recovery. The Community Relations Plan is attached as **Exhibit B**.

As reflected in the attached Community Relations Plan, Swinomish has completed the following outreach to date:

- 9/1/16 - Presentation at the Skagit County Population Health Trust meeting
- 9/1/16 – Presentation at the Skagit County Opioid Workgroup Leadership Team (OWLT) inaugural meeting, which includes membership
- 10/17/16 – Community meeting with Parents of Addicts Support Group
- 11/16/16 – Ohana group presentation
- 11/22/16 – Door-to-door meetings with residents and business owners within 300 feet of property.

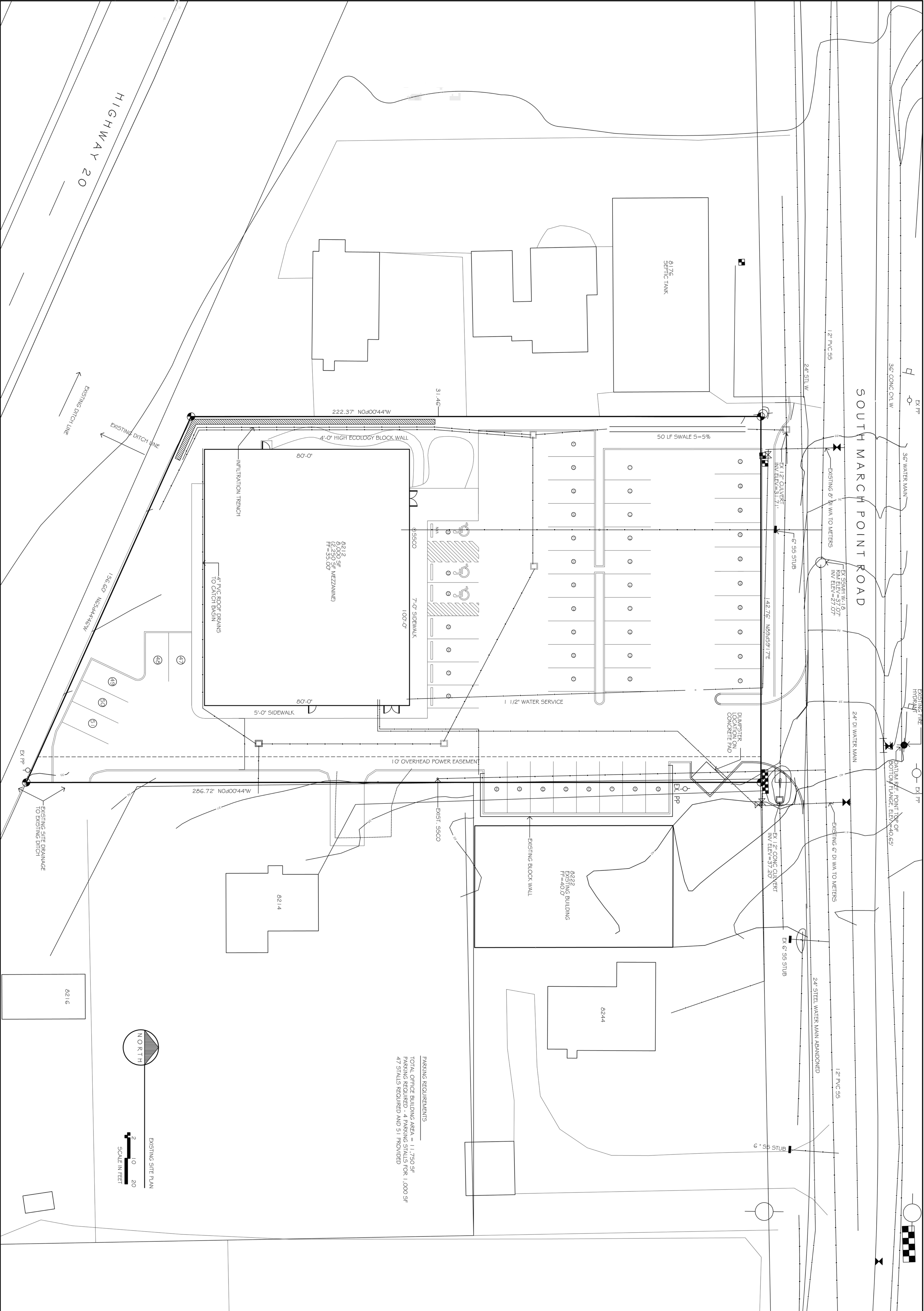
Swinomish has also received numerous letters of support for the project from the following local governments, agencies and members of general public. These letters are attached as **Exhibit C**.

- Skagit County Population Health Trust
- Sea Mar Community Health Centers
- Beth Pemberton, Anacortes resident
- Cathy Brown, Anacortes resident

- Tarri Feden, Mount Vernon resident
- Judi Evans, Skagit County resident
- Reverend Douglas York, La Conner resident
- Skagit Valley Hospital/Skagit Regional Health
- Mighty to Save Ministries
- Community Action of Skagit County
- Skagit County Department of Public Health
- North Sound Behavioral Health Organization, LLC
- Island Hospital
- Skagit County Fire District 13
- Northwest Washington Indian Health Board
- Swinomish Police Department
- Anacortes School District 103
- Northwest Indian College

- I. **Such information as requested by the director as determined necessary to complete the preliminary analysis or to otherwise assist the director and staff to make a recommendation and the city council in making the final determination on the CUP-EPF.**

At this time, the Director has not requested any additional information.



A1.1	SCHEMATIC	Project Name: Swanish Indian Tribal Center	
		Architect's Project Number: 1610	
A1.1	SCHEMATIC	Project Address: 8212 5 March Point Road Anacortes, WA 98221	
		Owner: Swanish Indian Tribal Community	
A1.1	SCHEMATIC	Owner's Address: 11404 Moorage Way La Center, WA 98257	
		Drawn: 10 November 2016	
A1.1	SCHEMATIC	Revised:	
		Sheet Contents: Existing Site Plan	
A1.1	SCHEMATIC	PARKING REQUIREMENTS TOTAL OFFICE BUILDING AREA = 11,750 SF PARKING REQUIRED - 4 PARKING STALLS FOR 1,000 SF 47 STALLS REQUIRED AND 51 PROVIDED	
		BROOKS MIDDLETON, ARCHITECT 2415 T Avenue Suite 202 Anacortes WA 98221	

Project Name:
Swinomish Opioid Treatment
Center

Architect's Project Number:
1610

Project Address:
8212 S. March Point Road
Anacortes, WA 98221

Owner:
Swinomish

Owner's Address:
xxxxxxx
Anacortes, WA 98221

Drawn:
10 October 2016

Revised: 00

Sheet Contents:
Existing Elevations

BROOKS MIDDLETON, ARCHITECT
360 293 0106
2415 T Avenue Suite 202 Anacortes WA 98221

A3.1

PRELIMINARY

**OPIATE SUBSTITUTION TREATMENT PROGRAM
COMMUNITY RELATIONS PLAN**

AGENCY NAME: __didg^wálič Wellness Center_____

Agency Administrator: John Stephens_____ **DATE:** 11-30-2016_____

Mailing address: __17337 Reservation Road LaConner WA 98257_____

Telephone: __360-466-7218_____ **E-Mail address:** jstephens@swinomish.nsn.us_____

Proposed Site location: 8212 S.March Point Anacortes WA 98221_____

This template is designed to comply with requirements in WAC 388-877, 388-877B, 42 CFR Part 8, and SAMHSA/CSAT 2015 Guidelines for the Accreditation of Opioid Treatment Programs. The plan is separated into three parts:

- Part One – Initial Community Relations Plan
The initial community relations plan must be completed before an application will be considered. It must be submitted with the application.
- Part Two – On-Going Community Relations Plan
The on-going community relations plan outlines the agency on-going community relations efforts after the facility has opened. It must be submitted with the application.
- Part Three – On-Going Community Relations Concern Log
The on-going community relations concern log is designed to document community concerns that may arise after the program is full operation and to use for future quality assurance data.

The last section of the document contains resource material to access documents pertaining to certification and accreditation.

Part 1 INITIAL COMMUNITY RELATIONS PLAN			
Pertinent Contacts	Telephone Number	E-mail Address	
DBHR Representative: Mary Testa-Smith	(360) 725-3716 Toll free: 1-877-301-4557 Fax: (360) 725-2279	Mary.Testa-Smith@dshs.wa.gov	
DBHR Certification Policy Manager Mary Testa-Smith			
Skagit County Alcohol And Drug Coordinator:			
Sarah Hinman	360-416-1507	sarahh@co.skagit.wa.us	
WAC 388-877B-0405(1) Documentation the provider has communicated with the county legislative authority and if applicable, the city legislative authority, in order to secure a location for the new opiate substitution treatment program that meets relevant county, tribal and/or city land use ordinances. Identify the legislative authority by contacting: - County Alcohol and Drug Coordinator: access contact information in Appendix A of the DBHR Directory at https://www.dshs.wa.gov/sites/default/files/BHSIA/dbh/Cert%20%26%20Licensing/Directory%20of%20Certified%20CD%20Svc-March%202015%20150401.pdf - Washington Association of County officials http://countyofficials.org/index.html - Association of Washington Cities https://www.awcnet.org/ The Tribal Administrative office (If proposed site is on Tribal land, the county does not require notification)			
Legislative Authority	Telephone Number	E-mail Address	Responsible Person
City: Anacortes City Council	360-293-1900	COA.WEBMASTER@CITYOFANACORTES.ORG	Brian Cladoosby
County: Skagit Co. Commissioners	360-416-1300	COMMISSIONERS@CO.SKAGIT.WA.US	
Tribal: Swinomish Senate (For tribal program only)	360-466-7205	bcladoosby@swinomish.nsn.us	
After the legislative authority has been identified, schedule a meeting with the legislative authority to discuss the proposed site of the program			

<i>and to obtain a list of all pertinent stakeholder groups in the area. Documentation of these meetings will be required.</i>			
Communicated with identified legislative authority regarding securing site location: City: Anacortes County: Skagit Tribal: Swinomish (For tribal program only)	Meeting held on: 8/24/2016 & 11/14/16 8/22/216	Attendees: Mayor Gere, Brian Cladoosby 2 nd meeting Mayor, 3 city council members/attorney Senate Members	Documentation of meeting: Supportive of plan All Members agreed to move forward with plan.
CSAT Guideline: XVIII. <u>Discussion:</u> Before a new program moves into a community and opens its doors, there is a strong need to educate all entities impacted by the program, including the medical community, neighborhood, and those who will be asked to provide support services. To help minimize negative impact on the community, promote peaceful co-existence, and plan for change and program growth, existing and/or new programs develop and implement a general set of practices, policies, and procedures. WAC 388-877B-0405(2) Ensure that a community relations plan developed and completed in consultation with the county, city, or tribal legislative authority or their designee, in order to minimize the impact of the opiate substitution treatment programs upon the business and residential neighborhoods in which the program is located. The plan must include: (a) Documentation of the strategies used to: (i) Obtain stakeholder input regarding the proposed location; CSAT Guidelines: XVIII. Community Relations and Education. 2. Elicit input from the community about the program's impact in the neighborhood. (Input can be obtained through educational events, public forum, meetings, and advisory groups.) 4. Identify community leaders for the purpose of fostering good community relations, and establish interpersonal contact, and proactive associations with those identified people. For example:			

STAKEHOLD GROUP	IDENTIFIED REPRESENTATIVE	CONTACT/MEETING HELD/EDUCATIONAL EVENTS	RESOURCE MATERIAL/ISSUES AND CONCERNS
Publicly elected representatives:	1. Ken Dahlstedt 2. Ron Wesen 3. Lisa Janicki	Contact Jennifer Johnson jenniferj@co.skagit.wa.us 360-416-1300 commissioners@co.skagit.wa.us	Documentation: Sent Email 9/28
Local health: Substance abuse program Social and health services/agency directors, Physicians: (potential referral sources)	1. Corky Hundal Phoenix Recovery 2. Robert Sullivan Skagit County Crisis Ceter 3. Upper Skagit Tribe 4. Island Hospital Dr. Prins	tigr1@frontier.com 360-848-8437 360-757-7738 robert.sullivan@p-h-s.com Marilyn Scott marilyns@upperskagit.com 360-299-4929 rprins@islandhospital.org	Documentation: Sent Email 9/28 1-4 Letter Received
Business organization leaders:	1. Duncan West Medical Information Network 2. Randy Elde Hilltop Pharmacy 3. Dustin Johnson Anacortes Family Center 4. Swinomish Casino	206-618-2391 duncanw@minns.org 360-428-1710 elde.randolph@gmail.com dustin@anacortefamily.org Dallas Widmark dwidmark@swinomishcasino.com	Documentation Sent Email 9/28 1-4

Community and health planning agency directors:	1. Connie Davis Skagit Regional 2. Barbara Juarez NWIHB 3. David Jefferson Skagit County Public Health 4. Colleen Pacheco Sea Mar Program Manager	CoDavis@skagitvalleyhospital.org Barbara@indianhealthboard.org davidj@co.skagit.wa.us 360-416-1545 ColleenPacheco@seamarchc.org	Documentation Sent Email 9/28 1-4 Letter Received Letter Received Letter Received

Documentation:
Letter Received
Sent Email 9/28

Religious and spiritual leaders:	1. Doug York Citipoint Church 2. Bev Peters	dougyork@wavecable.com 360-540-3684 bpeters@swinomish.nsn.us	Documentation Letter Received State she was supportive
REGULATORY REFERENCE: CSAT Guidelines: XVIII Community Relations and Education. 5.e. Developing policies and procedures to effectively address or resolve community problems (including patient loitering and medication diversion), and ensuring that program operations do not adversely affect community life. WAC 388-805-030(2)(b) Address any concerns identified by stakeholders			
List of Concerns To Be Addressed :	Suggested Mitigation Alternatives By Stakeholders		RESOURCE MATERIAL
1. None at this time 11/30/2016			
2.			
3.			
4.			

5.				
6.				
MITIGATION TASK	ACTION	RESPONSIBLE PARTY	TARGET DATE	RESOURCE MATERIAL
1.				
2.				
3.				
4.				
5.				

6.				
WAC 388-805-030(1) that meets county, tribal or city land use ordinances.				
	Target Date	Responsible Person	Action	Resource Material
Meets county or city land use ordinance: City: Anacortes County: Skagit Tribal: (For Tribal Programs Only)				Documentation in: Permit issued: Business license:
REGULATORY REFERENCE: WAC 388-805-030: (3) A copy of the application for a registration certificate from the Washington state board of pharmacy. (4) A copy of the application for licensure to the Federal Drug Enforcement Administration. (5) A copy of the application for certification to the Federal CSAT SAMHSA (6) A copy of the application for accreditation by an accreditation body approved as an opioid treatment program accreditation body by the Federal CSAT SAMHSA The application will require completion of an American with Disabilities Act (ADA) checklist and a floor plan of the proposed site.				
Obtain licensure from Drug Enforcement Administration (DEA)				License Number:
Obtain registration with Board of Pharmacy (BOP)				Registration Number:
Obtain certification with Federal CSAT – SAMHSA				Federal CSAT Number:

Identified Accreditation Body	Washington State	DBHR		Accreditation Number:

Part 2 ON-GOING COMMUNITY RELATIONS PLAN

WAC 388-805-030 (2)(c) Develop an on-going community relations plan to address new concerns expressed by stakeholders as they arise.

CSAT Guidelines XVIII (5)(a)(b) & (c)

Establish a liaison with community representation to share information about the program and community and mutual issues. Identify personnel who will function as community relations coordinator. Serving as community resource on substance abuse and related health and social issues, as well as promoting the benefits of methadone.

	RESPONSIBLE PERSON	DUTIES	Contact information
Community Liaison: (share information about the program and community and mutual issues)	John Stephens	Works with multiple outside agencies	Day 360-466-7218 Evenings
Community Relations Coordinator: (define goals and procedure of the community relations plan)	Dawn Lee	Sets up meetings, Routes phone calls	360-770-2736

REGULATORY REFERENCE:

CSAT Guidelines XVIII Community Relations and Education

- 5.c. Serving as a community resource on substance abuse and related health and social issues, as well as promoting the benefits of methadone/LAAM therapy in preserving the public health

	Event	Presenter	Feedback/Training Evaluations
*Community educational opportunities:	Presenters/attendees 1. 2. 3. 4.	1. 2. 3. 4.	
CSAT Guidelines XVIII Community Relations and Education 6. Document community relations efforts and community contacts, evaluate these efforts and contacts over time, and address outstanding problems and deficiencies.			
COMMUNITY MEETINGS TO OBTAIN INPUT:	DATE	RESPONSIBLE PERSON	CONTENT
1. TBA			Documentation located:
2.			Documentation located:
3.			Documentation located:
4.			
5.			
6.			

EDUCATION FORUM	DATE	RESPONSIBLE PERSON	CONTENT	TRAINING EVALUATION
1. Parents of Addicts Support Group	10/17/2016	Dawn Lee	Education on MAT Naloxone Training New Program	Documentation located: Anacortes YouthNet
2. Community Presentations	TBA	Dawn Lee Adam Kartman	Education on MAT New Program	Documentation located: LaConner
3. Community Presentations	TBA	Dawn Lee Adam Kartman	Family Addictions More in depth MAT	Documentation located: Oak Harbor
4. OHANA	11/16/2016	Dawn Lee		
5. Anacortes Task Force	3/16/2016	Dawn Lee	Education MAT New Program	Anacortes
6. Door to Door with businesses and residents within 300 feet of building	11/22/2016	Wellness Staff	Provided letters describing proposed plan.	Two businesses requested trainings which will be set up.
CSAT Guidelines XVIII Community Relations and Education				
7. Devise communication mechanisms so that interested parties and potential patients may obtain general information about the program outside regular operating hours.				
PLAN <i>(examples of communication mechanisms)</i>	TARGET DATE	RESPONSIBLE PERSON	ACTION	OUTCOME/EFFECACY
1. <i>(website)</i>	6/1/2017	IT Dept.	Display emergency information on	

www.swinomishwellnesscenter.com			website.	
2. (after hours answering message) 360-588-2800	6/1/2017	Front Desk Staff	Call 911 in case of emergency and leave a message for emergency plan	
3. (brochures in public locations) Tribal Buildings/Courts	9/1/2017	Outreach Staff		
4. (brochures at chemical dependency programs, hospitals, and probation offices)	9/1/2017	Outreach Staff	Distribute brochures make contact with outside agencies	
5. (Newspaper article)	7/1/2017	Staff		
6. (health fair)	5/18/2017	Staff		
7. OTHER				

CSAT Guidelines III. Risk Management and Continuous Quality Improvement – Each treatment program

3. provide 24-hour, 7-day per week access to designated program staff, so that patient emergencies may be addressed and dosage levels may be verified . . .

CSAT Guideline XVIII Community Relations and Education

8. Develop a plan in place for contingencies, emergencies, closure, and transportation of staff during poor weather, etc.

TOPIC	RESPONSIBLE PERSON	ACTION	POLICY LOCATION
After hours medical emergency contact	Office Staff to set up vm	VM to hang up and call 911	All staff will be trained policy will be in manuals
Transportation in poor	Transportation Dept.	Will transport from multiple locations, on	

weather		Skagit Transit Line	
Patients:	Transportation Staff	Pick up at designated locations	
Staff:	Program Sponsor	Limited staff will be available for dosing	
Public transportation: <i>Accessibility</i>	Skagit Transit	Ride Bus when available	
Closure due to weather: (notification)	Sponsor	Will have automated text message and post to website and vm	
Patients:	Program Sponsor	Text Message to Patients/Website Notificaton	
Staff:	Program Sponsor	Text or E-mail with instructions	
Closure due to disaster <i>(fire, earthquake, terrorist attack, tsunami)</i>	Program Sponsor	Text Message to Patients/Website Notificaton/VM Lummi-Suboxone ICCS-Methadone	
Guest dosing:	Dr.Kartman	Develop Plan with multiple other locations-ex. ICCS	
Patients:			
Staff:	Sponsor	Will be notified via phone, website or call off site location such as tribal administration for details	
Patient loitering	Security	All patients to leave facility after dosing, security will escort if needed.	Policy located:

Medication diversion plan			Policy located:
Safety/Security of patients and facility	Security	Two security employees will be on staff at all times	
Medication diversion plan	Medical/Counseling Staff/Security Staff	Provide daily pick ups, if on going administrative taper. Security cameras, frequent urine testing, frequent PMP checks, query nearby OTP's	
Part 3 ON-GOING COMMUNITY RELATIONS CONCERNS LOG			
CSAT Guideline XVIII Community Relations and Education 6. Document community relations efforts and community contacts, evaluate these efforts and contacts over time, and address outstanding problems and deficiencies.			
ISSUE/CONCERN/ COMPLAINT	DATE ENTERED	RESPONSIBLE PERSON	ACTION STEPS, MITIGATION OR RESOLUTION (may include notifying DBHR, DEA, BOP, SAMHSA or Accreditation Body)

Important Links for OTP Applicants

FEDERAL:

SAMHSA Division of Pharmacologic Therapies

[DHHS/SAMHSA/CSAT/DPT:Division of Pharmacologic Therapies \(http://dpt.samhsa.gov/\)](http://dpt.samhsa.gov/)

OTP Program Certification: <http://www.dpt.samhsa.gov/regulations/certification.aspx>

42 CFR Part 8 - Certification of Opioid Treatment Programs: http://www.access.gpo.gov/nara/cfr/waisidx_02/42cfr8_02.html

CSAT Guidelines for the Accreditation of OTPs: <http://store.samhsa.gov/product/PEP15-FEDGUIDEOTP>

21 Code of Federal Regulation (CFR) Part 1301.71 on Registration of Manufacturers, Distributors, and Dispensers of Controlled Substances – Security.

http://www.access.gpo.gov/nara/cfr/waisidx_05/21cfr1301_05.html

42 CFR Part 2 – Confidentiality of Alcohol and Drug Abuse Patient Records: <http://www.gpo.gov/fdsys/pkg/CFR-2002-title42-vol1/pdf/CFR-2002-title42-vol1-part2.pdf>

SAMHSA Technical Assistance Publications – Treatment Improvement Protocols (TIPs):

TIP 43 Medication-Assisted Treatment for Opioid Addiction in Opioid Treatment Programs
<http://store.samhsa.gov/product/TIP-43-Medication-Assisted-Treatment-for-Opioid-Addiction-in-Opioid-Treatment-Programs/SMA12-4214>

TIP 40 Clinical Guidelines for the Use of Buprenorphine in the Treatment of Opioid Addiction
<http://store.samhsa.gov/product/TIP-40-Clinical-Guidelines-for-the-Use-of-Buprenorphine-in-the-Treatment-of-Opioid-Addiction/SMA07-3939>

STATE:

RCWs, WACs, Interpretive Statements, Procedures, Forms, and Guidelines:

Chapter 70.96A Revised Code of Washington (RCW) Treatment for Alcoholism, Intoxication, and Drug Addiction:
<http://apps.leg.wa.gov/RCW/default.aspx?cite=70.96A&full=true>

WAC 388-877: <http://apps.leg.wa.gov/WAC/default.aspx?cite=388-877>

WAC 388-877B: <http://app.leg.wa.gov/WAC/default.aspx?cite=388-877B&full=true>

Americans with Disabilities Act (ADA) Checklist for Existing Facilities Form: See form under Accessibility Barrier and Sample Floor Plan <https://www.dshs.wa.gov/bhsia/division-behavioral-health-and-recovery/licensing-and-certification-behavioral-health-agencies>

Sample Floor Plan: See form under Accessibility Barrier and Sample Floor Plan <https://www.dshs.wa.gov/bhsia/division-behavioral-health-and-recovery/licensing-and-certification-behavioral-health-agencies>

DBHR Licensing/Certification Website:
<https://www.dshs.wa.gov/bhsia/division-behavioral-health-and-recovery>

Washington State Patrol

Request for Criminal History Information <https://fortress.wa.gov/wsp/watch/>

Department of Health RCWs and WACs:

RCW 18.205 – The Law Relating to Chemical Dependency Professionals:
<http://apps.leg.wa.gov/RCW/default.aspx?cite=18.205>

RCW 18.130 – Regulation of Health Professions – Uniform Disciplinary Act:
<http://apps.leg.wa.gov/RCW/default.aspx?cite=18.130&full=true>

RCW 70.02 – Medical Records – Health Care Information Access and Disclosure.
<http://apps.leg.wa.gov/RCW/default.aspx?cite=70.02>

WAC 246-811 - Chemical Dependency Professional: <http://apps.leg.wa.gov/WAC/default.aspx?cite=246-811>

WAC 246–12 – Administrative Procedures and Requirements for Credentialed Health Care Providers:
<http://apps.leg.wa.gov/WAC/default.aspx?cite=246-12&full=true>

WAC 246-15 - Whistleblower Complaints in Health Care Settings: <http://apps.leg.wa.gov/WAC/default.aspx?cite=246-15&full=true>

RCW 18.19 – The Law Relating to Registered Counselors and Hypnotherapists
<http://apps.leg.wa.gov/RCW/default.aspx?cite=18.19>

WAC 246-810 – Registered Counselors and Hypnotherapists: <http://apps.leg.wa.gov/WAC/default.aspx?cite=246-810&full=true>

RCW 49.60 – Discrimination - Human Rights Commission <http://app.leg.wa.gov/RCW/default.aspx?cite=49.60>

Additional Resources: (Unlinked resources are available upon request by contacting the DASA Certification Secretary at (360)725-3716 or Toll Free at 1-877-301-4557.)

The ASAM Criteria: Treatment Criteria for Addictive, Substance-Related, and Co-Occurring Conditions, Third Edition, American Society of Addiction Medicine, 2013, <http://www.asam.org/publications/the-asam-criteria>

MEDICAL

Aberdeen: 360-538-1293
Battle Ground: 360-342-8060
Bellevue: 425-460-7140
Bellingham: 360-671-3225
Burien: 206-812-6140
Concrete: 360-853-8183
Des Moines: 206-212-4500
Elma: 360-861-8700
Everett: 425-312-0202
Everson: 360-354-0766
Kent: 206-436-6380
Lacey: 360-359-4840
Marysville: 360-653-1742
Monroe: 360-282-3885
Mt. Vernon: 360-428-4075
Mt. Vernon Skagit Valley: 360-588-5570
Ocean Shores: 360-289-2427
Olympia: 360-491-1399
Olympia CYS: 360-943-0780 x151
Puyallup: 253-864-4550
Seattle: 206-762-3730
Tacoma: 253-280-9770
Thurston CW: 360-742-5000
Tillicum: 253-280-9890
Vancouver Delaware: 360-566-4402
Vancouver Salmon Creek: 360-852-9070
Vancouver Women's Clinic: 360-892-0208
Vancouver Fourth Plain: 360-947-2550
White Center: 206-965-1000
Yelm: 360-400-4800

DENTAL

Aberdeen: 360-538-1463
Bellevue: 425-998-5980
Bellingham: 360-788-7101
Burien: 206-631-7316
Des Moines: 206-212-4520
Everett: 425-249-0770
Lacey: 360-359-4860
Marysville: 360-657-3091
Mt. Vernon: 360-542-8901
Monroe: 360-282-3900
Oak Harbor: 360-679-9216
Port Angeles: 360-406-5260
Puyallup: 253-864-4760
Seattle: 206-762-3263
Tacoma: 253-280-9770
Tumwater: 360-570-8016
Vancouver: 360-574-4074
White Center: 206-965-1005
Yelm: 360-400-4840

INPATIENT BEHAVIORAL HEALTH

Visions: 360-647-4266
Renacer: 206-766-6969
Turning Point: 206-219-5980
Tacoma: 253-280-9860

OUTPATIENT BEHAVIORAL HEALTH

Aberdeen: 360-538-1461
Anacortes: 360-293-8007
Bellevue: 425-460-7114
Bellevue Child and Family: 425-460-7125
Bellingham: 360-734-5458
Des Moines: 206-212-4505
Everett: 425-609-5505
Everett: 425-312-0201
Everett Child and Family: 425-312-0277
Gig Harbor: 253-280-9888
Kelso: 360-261-7020
Kent: 206-764-8019
Lynnwood: 425-977-2560
Monroe: 360-805-3122
Monroe Child and Family: 360-512-2044
Mt. Vernon: 360-542-8920
Oak Harbor: 360-679-7676
Olympia: 360-491-1399
Puyallup: 253-864-4770
Seattle: 206-766-6976
Tacoma: 253-396-1634
Tacoma Child and Family: 253-396-1634
Tumwater: 360-704-7590
Tumwater Child and Family: 360-704-7590
Vancouver: 360-397-9211
Vancouver: 360-566-4432
Vancouver Child and Family: 360-558-5790
Yelm: 360-400-4860

PHARMACY

Bellevue: 425-998-5990
Concrete: 360-853-8109
Des Moines: 206-212-4530
Everett: 425-312-0190
Mt. Vernon: 360-542-8800
Olympia: 360-704-7575
Seattle: 206-762-3397
Tacoma: 253-246-6830

OTHER

Administration: 206-763-5277
Billing: 800-549-2493
Cannon House: 206-709-1777
Child Dev. Center: 206-788-3245
Comm. Care Center: 206-788-3200
Community Services: 206-764-4700
Des Moines Housing: 206-592-6375
Home Health: 206-764-4717
Homeless Services: 360-424-5710
Housing: 206-651-2885
Human Resources: 206-764-5504
KDNR Radio: 509-854-1900
KKMO Radio: 206-463-7851
LEAP: 206-965-1057
MSS & WIC: 206-762-0876
Promotor/a Program: 360-542-6939



Sea Mar

Community Health Centers

Clinica de la Comunidad

Exceptional service. Every person. Every time.

Proudly serving the community since 1978

ROGELIO RIOJAS, CHIEF EXECUTIVE OFFICER

ADMINISTRATIVE OFFICES: 1040 S. HENDERSON ST., SEATTLE, WA 98108, 206-763-5277

November 15, 2016

John Stephens

Program Administrator

Swinomish Indian Tribal Community

17337 Reservation Road

La Conner, WA 98257

Re: Letter of Support – Swinomish Outpatient Treatment Program

Dear Mr. Stephens,

On behalf of Sea Mar Community Health Centers, I am pleased to offer this letter of support for Swinomish Indian Tribal Community's Outpatient Treatment Program in Skagit County. We believe the Swinomish Tribe's proposed new programming aligns well with the needs of the community.

Since opening its first clinic in the South Park neighborhood of Seattle in 1979, Sea Mar has grown to become a large clinic serving communities throughout western Washington with more than 80 sites across nine counties. We are committed to providing quality, comprehensive health and human services to diverse communities, specializing in services to the Latino community. Sea Mar is a large provider of Behavioral Health Services, and has over one hundred providers throughout Washington State. In 2015, Sea Mar provided services to over 13,000 individuals across Skagit County, and understands that there is still a need for further mental health services in the county.

The Swinomish Indian Tribal Community recently announced plans to expand its outpatient treatment program in order to provide services to both Native Americans and non-Natives in the Skagit county area. The outpatient treatment program would be located about fifteen miles from Sea Mar's Mt Vernon Medical Clinic and aligns well with the needs of the surrounding community. The efforts of the Swinomish Tribe in expanding their Health and Wellness Program to provide integrated behavioral health, primary medical care, transportation, case management, and childcare services to Native and non-native community members are a welcome addition to the services already provided by agencies in the county.

We believe that cooperation and mutual support are important assets in our communities that help sustain us in challenging times and lift us in prosperous ones. We look forward to continuing to work with Swinomish Indian Tribal Community and other partners to further develop and refine quality mental health care options for the residents of Skagit County and the State of Washington. If you have any further questions please feel free to contact me at 206.763.5277.

Mary Bartolo

Deputy Director

Dawn Lee

From: pemberton.b@comcast.net
Sent: Thursday, November 10, 2016 12:11 PM
To: Dawn Lee
Subject: letter of support

To Whom it may concern,

I am writing to express my opinion about the proposed Outpatient Treatment Center in Anacortes at the previously owned Bayside Fitness Center. I have had the privilege of meeting Dawn Lee, the Wellness Program Director for the Swinomish Health and Wellness Program.

I am a parent of an adult woman who grew up in our community. She is currently in recovery after 12 years of fighting addiction. There have been many ups and downs on this journey for her, her children and the rest of her family. As you may well know, Opioid Addiction is a Crisis Nationally, State wide and in our own community. This treatment center will provide Intensive Outpatient treatment, as well as Mental Health Counseling, Primary Medical Care for the Addict, Transportation for those needing it, and Case Management. Case Management will provide clients with help on such things as housing, Employment, Education and legal help, as well as, Child care for those receiving services. These services are very valuable to an Addict, who when wanting help, finds many services lacking. That is especially true in our community. I have been a part of a parent support group for several years in Anacortes. We have nearly 40 parents on our mailing list. Our group consist of parents with children of ages ranging from 15 to 50, who have been caught up in addiction. The group has often commented that there is nothing offered in Anacortes. We were pleasantly surprised to hear that treatment for such a large crisis is slated for our area. People are dying at an alarming rate from Drug addiction and it has occurred in our own community. As parents, we live in fear of our child being the next one to go.

Our group is aware of many more in our community who are afraid to step out and attend such a meeting, admitting that this problem has occurred in their families. I believe we need to get rid of the shame and embrace a facility in our community that can serve to save and heal many lives.

Sincerely,

Beth L. Pemberton

Catharine E. Brown
4308 Whistle Blk Rd
Anacortes, Wa 98221
360-293-5324

Dawn M. Lee
17337 Reservation Road
La Conner, Wa 98257

Dear Ms. Lee,

I just wanted to thank you for coming to talk to the A-Trap group about the future drug rehab center the tribe is planning. As a parent with an adult child that suffers the effects of drug abuse, I so appreciate the tribe's efforts.

There are so many of my thirty year old daughter's friends that suffer from this disease. We have needed a place like this for so long and the drug problems seem to be increasing in this area. I am writing to the mayor and city council in the hopes that they will expedite the process. If you feel there is anything else I can do to help or if you need volunteers for anything, please contact me.

Sincerely,
Cathie Brown



Skagit Regional Health

Skagit Valley Hospital · Skagit Regional Clinics

To Whom It May Concern:

Re: Proposed Outpatient Treatment Program at 8212 South March Point Road

Skagit Regional Health is writing to express full support for the Swinomish Indian Tribal Community's announced plan to expand its outpatient treatment program in the recently purchased property at 8212 South March Point Road. We believe offering further services in this location will greatly benefit our neighboring communities and strengthen cooperative efforts to address a serious health crisis and our abilities to save lives.

Addiction to opioids is at epidemic levels and overdoses result in many deaths every year in Skagit County (11.6 per 100,000 people/year). Addiction is a medical condition that can and should be addressed through treatment. The recently passed bipartisan *Comprehensive Addiction and Recovery Act* as well as the recent *Governor's Executive Order* both focus work on ending the opioid crisis and send a direct message that additional resources are needed to match the magnitude of the growing national opioid epidemic. SRH supports the Swinomish in their current work with state and local agencies to help provide these much-needed additional services.

With this expanded outpatient treatment program, the patients of SRH will now have more options for seeking the appropriate care outside of the acute care setting for opioid use disorder resulting in decreasing opioid use, decreasing complications (overdose, infections), and more engagement in our community. Making a meaningful difference in the lives of those who are suffering from addiction requires a serious investment of resources working together.

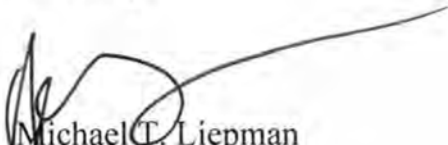
The work of the Swinomish Tribe complements the work of SRH. Medical leaders at SRH are working with clinicians to reduce the number of opioid prescriptions, to provide naloxone to those at risk of an overdose, and to increase provider and patient education about the risks of opioid use. The new clinic will provide a location for our acute care settings to refer patients with opioid addiction to get complete care including medical assisted treatment.



Skagit Regional Health will be working together with the new Swinomish clinic to refer patients to care, to discuss patient care needs, and to support the mental health needs of the patients in the acute care setting. SRH will also work closely with the clinic and the county at large to improve education to our population about the dangers of opioid overuse.

Skagit Regional Health eagerly anticipates collaborating on this project with the Swinomish Indian Tribal Community.

Sincerely,



Michael T. Liepman
President/CEO



Connie L. Davis, MD
Regional VP Quality & Population Health

Mighty to Save ministries

To Whom It May Concern:

My name is Christina Bowling. I am the founder and President of Mighty to Save Ministries in Oak Harbor, WA. MtSM is a 501c 3 nonprofit ministry that reaches out to young adults wanting out of a life-style of addiction.

One recurring issue we face is limited resources for helping someone who has made the decision to change his or her life. In order to get into a rehab facility or to do outpatient classes, an assessment has to be done. Often these appointments are scheduled one month out for the assessment, and then another month to meet with a counselor before someone can even get into a class. There have even been times when due to the busy schedule of our local facility in Oak Harbor, these appointments have had to be rescheduled, which pushes the date to be seen back even farther. I know of an instance where a young lady was released from rehab but was unable to get into IOP in Oak Harbor for three months. By that time, she had already relapsed. Sadly, this is all too common of an occurrence.

What I love best about the Swinomish Health and Wellness Program is the all-encompassing treatment they are offering. It is brilliant to offer everything someone needs to be successful all in one place. By having mental health counseling, primary care, medication, and meetings all together saves so much time and energy. The added bonus with this plan is the offering of transportation and childcare for those receiving services.

I am very excited about this project, and anticipate working closely with the staff. Drug addiction in our country is out of control. It is estimated that 129 people die of an overdose every day, with more people dying from drugs than car accidents. This program will go a long way in helping change those statistics.

Thank you for your time.

Regards,

Christina Bowling
Mighty to Save Ministries
360-929-2959
PO Box 1738
Oak Harbor, WA 98277
www.mightytosaveministries.org

October 20, 2016

To Whom It May Concern;

It is one thing to address the addiction health care crisis our communities are facing, but it will be the hard work of those who are passionate about formulating a workable solution that draws on the resources of Tribal, State and Local agencies that will provide the best opportunity for success one life at a time in our geographical area.

The level of professionalism and commitment of the Swinomish Wellness Program and Staff go well beyond their hours of employment. The program exists, providing individuals who are battling addiction HOPE of a life that can be lived clean and sober.

I am looking forward to watching the individual agencies and personnel taking on the challenge of working together in a team effort to achieve corporately what would be less effective trying to achieve on their own. The bottom line is the opportunity to provide an Island of HOPE for those drowning in the Sea of Addiction strategically placed between the Swinomish Reservation and Anacortes.

In His Service

A handwritten signature in dark ink, appearing to read "Rev. Douglas York", written over a horizontal line.

Rev. Douglas York

Rev. Douglas A. York

P.O. Box 1341

La Conner, WA 98257



**POPULATION
HEALTH TRUST**
ADVISORY COMMITTEE

Board of Health

Lisa Janicki, Chair

Ron Wesen, Commissioner

Kenneth Dahlstedt, Commissioner

October 12, 2016

John Stephens
Programs Administrator
Swinomish Indian Tribal Community
17337 Reservation Road
La Conner, WA 98257

Dear Mr. Stephens:

The Skagit County Population Health Trust is pleased to write this letter in support of the proposed Swinomish Outpatient Treatment Program in Skagit County.

The Population Health Trust, a 33-member advisory to the Board of Health, is charged with developing a community health improvement plan that unites a wide range of organizations and community partners to improve the health of people who live in Skagit County. During the first part of 2015, the Trust conducted a series of three comprehensive assessment activities in order to select the highest priority indicators. Through this process, the opioid epidemic was raised to the highest priority because of deep concern on the part of community. An Opioid Workgroup Leadership Team was formed and is working on an aggressive timeline to devise a community plan in response to the problem.

We believe the Swinomish Tribe's proposed new programming aligns well with the mapping and analysis of need conducted by the Opioid Workgroup Leadership Team and the Trust fully supports the Swinomish in their proposal.

The efforts of the Swinomish Tribe in expanding the Health and Wellness Program to provide integrated behavioral health, primary medical care, transportation, case management, and childcare services to Native and non-native community members are a welcome addition to the services already provided by agencies in the community. The need has been much greater than the available options. We are grateful to the Swinomish leadership and community for their vision and desire to serve the entire region with their unique "whole person" treatment model.

Please let us know how The Population Health Trust might be of further assistance in this process.

Sincerely,



David Jefferson, Community Health Analyst

Representing the Population Health Trust:

Andrea Doll	West County Representative
Barbara Juarez	Northwest Indian Health Board
Bill Henkel	Community Action of Skagit County
Carol Hawk	United General District #304
Charlie Wend	Skagit County Jail
Cheryl Rasar	Swinomish Indian Tribe
Chris Johnston	Peace Health United General Medical Center
Colleen Pacheco	Sea Mar Community Health Centers
Connie Davis	Skagit Regional Health
Debra Lancaster	United Way of Skagit County
Heidi Nelson	Molina Healthcare
Diane Smith	Washington University Extension
Douglas Spingelt	Sea Mar Community Health Centers
Duncan West	Medical Information Network North Sound
Howard Leibrand	Skagit County Public Health, Ideal Options
Jennifer Johnson	Skagit County Public Health
Jennifer Sass-Walton	Skagit County Public Health – Child/family Health Division
Joanne Lynn	Skagit County Public Health – Environmental Division
John Sternlicht	Economic Development Association of Skagit County
Karen Wanek	Skagit Valley College
Kari Ranten,	Skagit Regional Health
Kevin Murphy	Skagit Council of Governments
Kristen Ekstran	Public Health
Liz McNett Crowl	Skagit Regional Health
Margaret Rojas	North Sound Behavioral Health Organization
Michael Sharp	Island Hospital
Phil Brockman	Sedro-Woolley School District
Randy Elde	Skagit Regional Health and Pharmacy Providers
Scott Hale	Symmetry Healthcare Management
Stacy Phelps	Upper Skagit Indian Tribe
Stephanie Morgareidge	East County Representative
Tina Willett	Mira Vista Care Center
Yeshi Tulu	Skagit County Public Health – CD/Environmental Division



October 14, 2016

Subject: Support for Swinomish Opioid Addiction Treatment Center

To whom it may concern:

Please accept Community Action of Skagit County's full support for the Swinomish Indian Tribal Community's plan for a new Opioid Addiction Treatment Center on Highway 20 in Anacortes.

Community Action serves low income people throughout Skagit County, stabilizing lives in crisis, and equipping people to exit poverty. As we touch over one and five Skagit County residents each year, our agency sees firsthand the negative impacts and dire toll of opioid addiction on the people we serve. We also know all too well the limitations on the resources in our community to address these addictions and create a healthier future for all.

This lack of effective local response and resources create a tremendous strain on our staff and our agency's resources, especially our staff who are working with homeless clientele or at risk parents with young children. We also see the impact on our community, our law and justice system, local emergency rooms, and local businesses.

We especially appreciate the Swinomish's plan to open its doors and serve the broader Skagit population, as well as the tribal community, as this is truly a problem that has no borders. We equally appreciate the tribe's holistic approach to treatment and recovery, which includes but goes far beyond Medication-assisted treatment.

This is a project that will have profoundly positive impacts on lives, on our local network of organizations and health providers, and on our community itself. As the societal costs are so immense from this form of addiction, we see this project as a great gift to Skagit County. The Swinomish Tribal Community once again deserves our collective thanks, and this project deserves your strong support.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill Henkel", written over a horizontal line.

Bill Henkel
Executive Director



Skagit County Department of Public Health

Jennifer Johnson, Director
Howard Leibrand, M.D., Health Officer

October 13, 2016

John Stephens
Programs Administrator
Swinomish Indian Tribal Community
17337 Reservation Road
LaConner, WA 98257

Dear Mr. Stephens:

On behalf of Skagit County Public Health, I write this letter in support of the proposed Swinomish Outpatient Treatment Program in Skagit County.

Skagit County recognizes that an effective behavioral health system of care benefits our community and residents in multiple ways. Integration of mental health and substance use disorder treatment, including medication assisted treatment, with primary care services is a model that we support. Some of our top priorities include ensuring quality supportive health and human services are available to our residents. We believe treatment not only saves lives, but also *enhances the quality of personal, family and community life as people move toward long term recovery.*

We support the efforts of the Swinomish Tribe as you work towards providing a program designed to help people in their journey towards recovery.

Sincerely,

R Hicks for J Johnson
Jennifer Johnson
Director of Public Health



North Sound Behavioral Health Organization, LLC

301 Valley Mall Way, Suite 110, Mount Vernon, WA 98273
<http://northsoundbho.org> • 360.416.7013 • 800.684.3555 • F 360.416.7017

October 7, 2016

To Whom It May Concern:

This letter is to express the support of the North Sound Behavioral Health Organization (North Sound BHO) for the proposed expansion of the Swinomish Outpatient Treatment Program. The North Sound BHO is responsible for administering public Medicaid and State funds for behavioral health treatment in the five North Sound counties.

We have conducted a number of needs assessments, which show that the number of outpatient and residential Substance Use Disorder (SUD) treatment providers is far less than what the needs are to treat the populations of the North Sound counties. In particular, recent reports from Snohomish and Whatcom counties show that the level of Opioid overdoses and deaths is higher than both the state and national average. Outside of the clinics operated by Tribal behavioral health programs, there are currently no medication assisted treatment clinics north of Snohomish County that can provide integrated outpatient and medication treatment. Current research shows that that integrated treatment is the most effective model for helping people with Opioid addictions manage their disease. Without this kind of help, local Emergency Departments and jails will continue to see a disproportionate amount of persons with Opioid addictions.

We are especially delighted that the Swinomish Tribe is committing to serve the needs of the larger community and are using an integrated whole person approach in their program.

Once the expansion has taken place, the North Sound BHO has agreed to work with the Swinomish Tribe to coordinate between the Swinomish programs and the other behavioral health programs administered by the North Sound BHO.

Yours truly,

Joe Valentine, Executive Director
North Sound Behavioral Health Organization
joe_valentine@northsoundbho.org



ISLAND HOSPITAL

1211 24th St • Anacortes Wa. 98221 • 360.299.1300 • www.islandhospital.org

October 10, 2016

John Stephens
Program Administrator
Swinomish Indian Tribal Community
17337 Reservation Road
La Conner, WA 98257

Dear John-This letter is a letter of support for the Swinomish Indian Tribal Community's expansion of outpatient treatment program in order to provide services to both Native American and non-Natives in the local area.

Additional access to services such as Intensive Outpatient Service, Mental Health Counseling and Primary Medical Care will help to address the serious health crisis's within your own Tribal Community as well neighboring communities.

As Chief Medical Officer for Island Hospital, I am willing to fully support your efforts for expansion.

Sincerely,

Robert Prins, MD
CMO

**Skagit County
Fire District 13**
"Professionally Staffed by Volunteers"



P.O. Box 1007
17433 Snee-Oosh Road
LaConner, Washington 98257
Ph: (360)-466-1224 Fax: (360)-466-0526
e-mail: royhorn@cnw.com

Swinomish Wellness Program Director
17337 Reservation Road
La Conner, Washington 98257

October 5, 2016

Subject: Letter of Support

Attention: Dawn M. Lee

Dear Ms. Lee

It is my pleasure to write a letter in support of the Swinomish Indian Tribal Community plans to expand its outpatient treatment program. I firmly believe that your program as outlined will benefit our entire community.

If there is a way that Skagit County Fire District 13 can assist and or participate in assisting in the Swinomish outpatient treatment center, it would be an honor.

In conclusion, I fully support the efforts of the Swinomish Indian Tribal Community in addressing a serious and growing community issue. Your Fire District is pleased to support a program designed to help our community members make better decisions and its consequences will benefit our young community members and the community at large.

In other words, your timing to expand your outpatient treatment program is timely and something the community badly needs.

Yours in Safety and Service,

A handwritten signature in black ink, appearing to read "Roy Horn", is written over the typed name.

Roy Horn
Chief
Skagit County Fire District 13



Northwest Washington Indian Health Board
1400 King
Street, Suite 104
Bellingham, WA 98229

Representing: Lummi, Nooksack, Samish, Swinomish, & Upper Skagit Indian Tribes

October 3, 2016

John Stephens
Program Administrator
Swinomish Indian Tribal Community
17337 Reservation Road
La Conner, WA98257

Dear Mr. Stephens:

I am pleased to provide you with this letter of support as you are making recovery a priority for people living in Skagit County.

I work for the Northwest Washington Indian Health Board, alcohol and drug addiction has for many years been an issue our tribal communities have struggled with. The Northwest Washington Indian Health board has partnered with Northwest Indian College Center for Health, which has identified strength based community based participatory research on addiction as one the priorities.

I also have participated in the Population Health Trust Advisory Committee for the past year, in 2015 the work consisted of a Community Health Needs Assessment and more currently working on the Community Health Improvement Plan. Out of 13 high priority items, the Advisory Committee has selected Opioid Use Disorder as a focus. Skagit County had higher than other counties in the state for filling all controlled substances. And 12.4 per 100,000 Opioid related deaths 2012-2014 in Skagit County.

It is very exciting to see that Swinomish has committed to expand existing services to the greater community. As the problem of addiction does not discriminate based on your skin color, your income, or where you live, access to recovery needs are great and the model of treating the whole person with a range of wrap around services provides great promise for the entire county.

Respectfully,

Barbara Juarez, Executive Director
Northwest Washington Indian Health Board
1400 King Street, Suite 104
Bellingham, WA 98229
(360) 647-9480



Swinomish Police Department

17353 Reservation Road • La Conner, WA 98257-0817 • (360) 466-7237 • FAX (360) 466-7236

November 8th, 2016

Mr. John Stephens
Program Administrator
Swinomish Indian Tribal Community
17337 Reservation Road
La Conner, WA 98257

Dear Mr. Stephens,

I am pleased to offer this letter of support for the expansion of chemical dependency treatment services offered by the Swinomish Wellness program.

This program, expanding outreach to the surrounding community, is a giant step forward for this county in terms of resources and great gesture by the tribe in terms of community outreach.

The plan includes intensive outpatient treatment services, mental health counseling and primary medical care. It also provides case management support to families dealing with these and other issues.

This program will provide many people, who previously did not have access to these resources, a new path coupled with an established support system. This in turn may help persons, who would normally resort to criminal behavior in order to support their addictions, from being involved in the criminal justice system as re-offenders.

As a community-focused law enforcement agency, the Swinomish Police Department's ultimate goal is the safety, health and welfare of our community members, including our neighbors. Promoting this program is a great step towards this goal.

Respectfully,

A handwritten signature in black ink, appearing to read "Lou D'Amelio".

Lou D'Amelio
Chief of Police
Swinomish Police Department



Anacortes School District 103

2200 M Avenue Anacortes, Washington 98221
Phone: 360-293-1200 / Fax: 360-293-1222
<http://www.asd103.org>

October 3, 2016

To Whom It May Concern:

This letter is in support of the proposed Swinomish Health and Wellness Program Plan, with a goal to serve 200-350 individuals - Native and non-Native community members.

The plan includes Intensive Outpatient Treatment Services, Mental Health Counseling and Primary Medical Care, as well as case management to support families with housing, employment, education and other life supports.

These additional services will increase the safety net in Skagit County at a time of great need, with a spike in opiate use and overdose. It will build on Swinomish's existing treatment program, while expanding its reach.

Addiction hits families and children hard. We see the impact in schools. The proposed plan will positively impact the lives of many in our community.

Sincerely,

Dr. Mark Wenzel, Superintendent
Anacortes School District

NORTHWEST INDIAN COLLEGE



X w l e m i E l h > T a l > N e x w S q u l

September 29, 2016

Mr. John Stephens
Swinomish Indian Tribal Community
1104 Moorage Way
La Conner, WA 98257

Subject: Letter of Support – Expanded Swinomish Health and Wellness Program Plan

To Whom It May Concern,

I am pleased to write this letter of support for the expansion of the Swinomish Health and Wellness Program to include an outpatient opioid treatment program. This program seeks to offer services to both Native American and non-Native community members in Skagit County. Opioid addiction is pervasive throughout the Swinomish Indian Tribal Community (SITC) and Skagit County.

The Swinomish tribe has worked hard over the past several years to develop a program that treats the "whole person" using a wrap-around services model. The tribe continues to see success by treating the addiction and other health related issues of each client. Providing wellness support and assistance with outpatient treatment, behavioral health counseling, primary health-care and medication-assisted therapies supports the individual, their families and the community as a whole. This is evident having witnessed tribal members who have received such services and are on the road to recovery and wellness today. Some of these community members have gone on to pursue their college degrees, Chemical Dependency degree or have re-entered the working world.

The support that the SITC will offer by financing this treatment center will not only address a serious community need, it is a strategy that will essentially build lives and promote prosperity within Skagit County.

Sincerely,

A handwritten signature in black ink, appearing to read "Shelly Vendiola".

Shelly Vendiola
Native Students Leadership
Faculty Member

Dawn Lee

From: Tarri Feden <tarri30@comcast.net>
Sent: Tuesday, October 04, 2016 10:38 AM
To: Dawn Lee
Subject: Anacortes treatment center

As a resident of Skagit County, I am well aware of the drug problem in the area. One of my best friend's daughter got caught up in the drug culture and finding a treatment center that worked and was affordable was horrible. She ended up spending most of her retirement on treatments.

Adding a treatment center in Anacortes is, in my opinion, an excellent idea.

Thank you for your consideration.

Tarri N. Feden
16041 State Route 536
Mount Vernon, WA 98273

Dawn Lee

From: Judi Evans <judifull62@gmail.com>
Sent: Tuesday, October 04, 2016 10:51 AM
To: Dawn Lee

I lost my son to an overdose 2 and a half yrs ago. I totally and completely support an outpatient facility in Anacortes.

Response to AMC 17.75.060(E) Criteria For Swinomish didg^wálič Wellness Center

AMC 17.75.060(E). Decision Criteria for Type Two "Local Essential Public Facilities."

1. The proposal shall be consistent with the comprehensive plan and intent of the underlying zoning of the proposed site.

Comprehensive Plan

- 1.1. The Anacortes Comprehensive Plan contains values, policies, and goals to guide development.
- 1.2. This project will support the following values articulated in the Comprehensive Plan:
 - Provide a supportive and connected community.
 - Provide high quality health and community services.
 - Encourage diverse economic opportunities.
 - Invest in infrastructure (e.g., utilities, communication, transportation, schools, and services).*Anacortes Comprehensive Plan 2016 at I-9.*
- 1.3. The project will support the following goals articulated in the Comprehensive Plan:
 - Goal ED-1. Balanced Economy. Foster a balanced, diversified and sustainable local economy that contributes to Anacortes's high quality of life.
 - Goal ED-8. Ongoing Commitment. Continue to collaborate with public and private partners to pursue local and regional economic development.
 - Goal CF-8. Essential Public Facilities. Ensure that Essential Public Facilities are sited and designed in compliance with the State Growth Management Act.
 - Goal LU-9. Industrial & Manufacturing Areas. Maintain and promote active use of industrial lands.
 - Goal LU-10. Healthy Communities. Promote land use and community design that encourages healthy living and good connectivity between compatible uses. (Healthy communities are designed, built and programmed to support the physical, mental, and social well-being of the people who live, work, learn, and visit.)
- 1.4. The project will support the following policies articulated in the Comprehensive Plan:

- Policy ED-5.4. Support expansion of local medical care facilities as sources of jobs and income, as well as support services to the community.
- Policy ED-2.14. Encourage commercial businesses that provide professional, financial, and medical services to residents and visitors.
- Policy ED-1.4. Encourage expansion of existing employers and attraction of new employers that pay wages sufficient to support family households and fund needed public services.
- Policy ED-1.8. Invest in public facilities and services that improve business conditions and quality of life, and are affordable to residents and businesses.
- Policy CF-8.1. Coordinate with other jurisdictions to ensure the efficient and equitable siting of essential public facilities.

1.5. The project will provide needed medical care to the community and create an estimated 20 or more local jobs in the medical sector. The project will assist local citizens who struggle with addiction to recover, return to the workforce, and contribute to the local tax base. The project will provide public services that improve quality of life for residents and families. The project will be locally owned and operated by the Swinomish Tribe.

Zoning Code

- 1.6. The subject property is located in the Light Manufacturing 1 (LM1) Zoning District. Pursuant to AMC § 17.19.010, the purpose of the LM1 zone is “intended primarily to accommodate industrial type uses that do not need water access or proximity to the central business district or to the Commercial Avenue corridor.”
- 1.7. The project is compatible with LM1. Although it is not specifically an industrial use, the LM1 zone expressly allows for non-industrial that are compatible with industrial uses. The code allows a variety of conditional uses, such as office buildings, recreational facilities, boat repair, retail, and others. Many of those uses already exist in this zone. Like all of the other permitting uses in this zone, the project does not need water access and does not need proximity to the central business district. This project is compatible with the industrial character of the zone and existing uses.
- 1.8. The Anacortes zoning code also provides that an essential public facility is a conditional use in all zones. AMC § 17.75.060(C)(1). “The Growth Management Act mandates that no local development regulation may preclude the siting of essential public facilities.” AMC § 17.75.020(B). This project meets the criteria of a local essential public facility.

2. The project applicant has demonstrated a need for the project, as supported by an analysis of the projected service population, an inventory of existing and planned comparable facilities, and the projected demand for the type of facility proposed.

- 2.1 Need. There is a significant community need for opioid and substance abuse treatment options in Skagit County. The opioid epidemic has reached crisis levels in Skagit County, as in Washington State and nationwide.¹ Opioid overdose deaths now exceed automobile accident fatalities in Washington State.² Overdose deaths have increased 31% statewide since the early 2000s.³ President Obama, Governor Jay Inslee, and Senator Patty Murray have all spoken out recently about this crisis.⁴ The U.S. Congress passed sweeping legislation, entitled the Comprehensive Addiction and Recovery Act of 2016, to address the opioid crisis.⁵

In Skagit County, opioid overdose deaths have increased 42%, and opiate evidence in crimes has increased 181% since 2002.⁶ Washington State has higher rates of overdose than the US average, and Skagit County has higher rates of overdose than the Washington State average.⁷ Skagit County drug and alcohol related deaths continue to climb⁸, as do admissions to state-funded treatment services.⁹ PeaceHealth United issued a 2016 report listing opioid use as one of the “Major Health Problems/Gaps” in Skagit County today.¹⁰ Similarly, Island Hospital’s 2016 Community Health Needs Assessment Report finds that behavioral health services – including substance use treatment services – are the leading public health need in the area.¹¹ The Island Hospital Report also found that: “According to Skagit County health officials, the United States Drug Enforcement Agency has identified Skagit County as a drug distribution corridor, primarily because of its location on Interstate 5 between Mexico and Canada . . . Significant substance abuse in our community includes heroin, methamphetamine (“meth”), prescription drugs and alcohol.”¹²

¹ Presidential Proclamation (September 16, 2016), 2016 WL 4937551, available at: <https://www.whitehouse.gov/the-press-office/2016/09/16/presidential-proclamation-prescription-opioid-and-heroin-epidemic> (last visited 11/30/16).

² Christine Clarridge, *Opioid Overdoses Deadlier Than Car Crashes*, Seattle Times, May 4, 2016, available at <http://www.seattletimes.com/seattle-news/crime/as-opioid-epidemic-hits-home-what-officials-are-doing-about-it/>.

³ Statement by Senator Patty Murray, <https://medium.com/@PattyMurray/the-opioid-epidemic-317ca1c05ffd#.xyjk3kssp>.

⁴ Office of the Governor, Executive Order 16-09 (2016), available at <http://www.governor.wa.gov/news-media/inslee-launches-executive-order-combat-opioid-crisis>.

⁵ Comprehensive Addiction and Recovery Act of 2016, Pub. L. No. 114-198, 130 Stat. 695 (2016).

⁶ University of Washington Alcohol and Drug Abuse Institute, *Opioid Trends Across Washington State*, April 2015, available at <http://adaai.uw.edu/pubs/infobriefs/ADA-IB-2015-01.pdf>.

⁷ *Id.*

⁸ Skagit County Trends, *Alcohol or Drug Related-Deaths per 100 Deaths*, http://www.skagitcountytrends.ewu.edu/graph.cfm?cat_id=5&sub_cat_id=1&ind_id=6 (last visited January 26, 2017).

⁹ Skagit County Trends, *Adults Admitted to State Funded Alcohol and Drug Treatment Services and Rate per 1,000 Adults*, http://www.skagitcountytrends.ewu.edu/graph.cfm?cat_id=5&sub_cat_id=1&ind_id=7 (last visited January 26, 2017).

¹⁰ PeaceHealth United General Medical Center, 2016-2019 Community Health Needs Assessment and Implementation Plan https://www.peacehealth.org/sites/default/files/united_general_chna_11.14.16_final.pdf

¹¹ Skagit County Public Hospital District No. 2 DBA: Island Hospital, *Community Health Needs Assessment Report*, December 31, 2016, available at <https://www.islandhospital.org/uploads/system/files/final%20final%20%202016%20community%20health%20needs%20assessment%20report%20-%201.pdf>

¹² *Id.*

Meanwhile funding for substance abuse treatment services has fallen in recent years.¹³ The Skagit County Population Health Trust has formed a task force called the Opiate Workgroup Leadership Team in order to address this serious public health problem.¹⁴

The project will meet this need by providing holistic substance use treatment that includes medication assisted treatment and supportive primary care and wrap-around case worker services. Studies show that medication assisted treatment is more than twice as effective in decreasing overdoses than counseling-only treatment.¹⁵ For some opioid abuse patients who have tried other options unsuccessfully, methadone is the only effective life-saving treatment. There is no clinic offering methadone assisted treatment in Skagit County or the adjacent Whatcom or Island Counties.

- 2.2 Service Population. The primary service area for this facility will be Anacortes and greater Skagit County. Given the proximity to Oak Harbor and the Washington State Ferry terminal, individuals from northern Island County and/or San Juan County may find it conveniently located as well. Although it is designed to serve primarily Skagit County, the program will not turn away individuals from other areas if they seek treatment. The project would serve a significant share of the city and county's population of patients seeking treatment. The facility will have a capacity to serve 200-350 individuals. According to the Island Hospital Community Health Needs Assessment Report, there is only one provider of substance abuse care for Medicaid-eligible individuals serving the local community.¹⁶
- 2.3 Projected Demand. Due to the identified unmet need in the service area, we anticipate demand that will match program capacity within the first two years of operation. In the Mount Vernon area, there are three counseling-only treatment centers, and only two treatment centers that offer limited medication assisted treatment. These treatment centers (listed below) cannot keep pace with the increased need for services in the area.
- 2.4 Inventory of Existing Facilities. Below is a list of existing area facilities that provide some of the services the project will fulfill.

¹³ Skagit County Trends, *Government Funding for Substance Abuse Services per Capita and per \$1,000 TPI*, http://www.skagitcountytrends.ewu.edu/graph.cfm?cat_id=5&sub_cat_id=4&ind_id=6 (last visited January 26, 2017).

¹⁴ David Jefferson, *Population Health Trust Will Hear Ways to Reduce Opioid Abuse* Nov. 3, Skagit Breaking Community News, October 27, 2016, available at

<http://www.skagitbreaking.com/2016/10/27/population-health-trust-will-hear-ways-reduce-opioid-abuse-nov-3/>

¹⁵ See Pierce, Matthias et. al, *Impact of treatment for opioid dependence on fatal drug-related poisoning: a national cohort study in England* (2015), available at <http://onlinelibrary.wiley.com/doi/10.1111/add.13193/full>; Degenhardt, Louisa et. al, *The impact of opioid substitution therapy on mortality post-release from prison: retrospective data linkage study* (2014), available at <http://idhdp.com/media/400743/the-impact-of-opioid-substitution-therapy-on-mortality-post-release-from-prison-retrospective-data-linkage-study.pdf>.

¹⁶ Skagit County Public Hospital District No. 2 DBA: Island Hospital, *supra* note 11, at 20.

Facility	Services Provided (same or similar as services to be provided by proposed project)
Catholic Community Services 614 Peterson Road Burlington, WA 98233 (360) 757-0131	Similar but not same. Only suboxone medication assisted treatment.
Swinomish Wellness Program 17337 Reservation Road La Conner, WA 98257 (360) 466-1024	Similar but not same. Only suboxone medication assisted treatment. Open only to Native Americans.
Phoenix Recovery Services 1601 East College Way Mount Vernon, WA 98273 (360) 848-8437	

Other area facilities that provide counseling-only based addiction recovery services:

Sunrise Recovery Services 2500 E. College Way Mount Vernon, WA 98273 (360) 336-3762	Counseling only. Does not accept Medicaid.
Follman Agency-Burlington: 910 South Anacortes Street Burlington, WA 98233 (360) 755-1125	Counseling only.
Sea Mar Behavioral Health Clinic 2500 East College Way, Suite 100 Mount Vernon, WA 98273 (360) 428-8912	Counseling only.

Upper Skagit Tribe Chemical Dependency Treatment Program 25959 Community Plaza Way Sedro-Woolley, WA 98284 (360) 854-7070	Counseling only. Only open to Native Americans.
Island Assessment & Counseling Centers 520 E. Whidbey Ave, Suite 205 Oak Harbor, WA 98277 (360) 675-5782	Counseling only.

3. If applicable, the project would serve a significant share of the city's population, and the proposed site will reasonably serve the project's overall service population.

- 3.1 Island Hospital's 2016 Community Health Needs Assessment Report identifies substance use and behavior health treatment as a significant need for the city's population.¹⁷
- 3.2 Substance abuse affects not just the individual with addiction but also their families, friends, neighbors and co-workers. It also burdens state and local community resources, including local hospitals, law enforcement, and employers.¹⁸ By expanding treatment to individuals struggling with substance abuse, the proposed project will significantly benefit the community of Anacortes.
- 3.3 The proposed site is well located to serve the service population. It is located on Highway 20 with access to regional public transit, including a park and ride across the street.

4. The applicant has reasonably investigated alternative sites, as evidenced by a detailed explanation of site selection methodology.

- 4.1 Site selection. In August 2016, Swinomish purchased at a foreclosure auction the property formerly operated as the Bayside Fitness Center, at 8212 South March Point Road. Conversion of the facility from a fitness center to a medical office will require only interior remodeling, and will not change the footprint of the building.

¹⁷ See fn 11.

¹⁸ National Drug Intelligence Center, National Drug Threat Assessment 2006, <https://www.justice.gov/archive/ndic/pubs11/18862/impact.htm>

- 4.2 The proposed location is ideally located to serve the overall service population while minimizing public costs and environmental impacts, in large part due to the fact that no new building is necessary.
- 4.3 The March Point facility is also an ideal location to provide outpatient medical services for chemical dependency. It is located away from schools, residential areas, and the downtown core commercial district, but at the same time it is accessible to public transit and a major highway. Swinomish is unaware of any other property for available for sale that could be more suitable for a substance use treatment facility. Further, Swinomish does not own any other properties that are more suitable or that would have fewer impacts.

5. The project is consistent with the applicant's own long-range plans for facilities and operations.

- 5.1 The project is consistent with the Swinomish Tribe's long-range plans for facilities and operations of its social services programs and facilities. Swinomish owns two properties in the immediate vicinity – a golf course and gas station – as well as its Casino & Lodge less than 2 miles away. The proximity of these facilities will help Swinomish efficiently provide services such as maintenance, IT and security to the proposed location.

6. The project has fewer impacts in the particular geographic area in contrast with other available locations.

- 6.1 The project will have minimal impacts due to the fact that it will require no new construction. Additionally, the proposed project is very well located for use as a medical substance use treatment program.

7. The applicant has provided a meaningful opportunity for public participation in the siting decision and development of mitigation measures that is appropriate in light of the project's scope, applicable requirements of the City Code, and state or federal law.

- 7.1 The project has a Community Relations Plan as part of the requirement for certification as an opiate treatment program with the Washington State Department of Behavioral Health and Recovery. This Plan is designed to comply with requirements in WAC 388-877, 388-877B, 42 CFR Part 8, and SAMHSA/CSAT 2015 Guidelines for the Accreditation of Opioid Treatment Programs. The Community Relations Plan was provided as Exhibit B to the Application submitted on December 5, 2016.

- 7.2 As reflected in the Community Relations Plan, Swinomish has completed the following outreach to date:
- 9/1/16 - Presentation at the Skagit County Population Health Trust meeting
 - 9/1/16 – Presentation at the Skagit County Opioid Workgroup Leadership Team (OWLT) inaugural meeting, which includes membership
 - 10/17/16 – Community meeting with Parents of Addicts Support Group
 - 11/16/16 – Ohana group presentation
 - 11/22/16 – Door-to-door meetings with residents and business owners within 300 feet of property
- 7.3 Swinomish has also received numerous letters of support for the project from the following local governments, agencies and members of general public. These letters were provided as Exhibit C to the Application submitted on December 5, 2016.
- Skagit County Population Health Trust
 - Sea Mar Community Health Centers
 - Beth Pemberton, Anacortes resident
 - Cathy Brown, Anacortes resident
 - Tarri Feden, Mount Vernon resident
 - Judi Evans, Skagit County resident
 - Reverend Douglas York, La Conner resident
 - Skagit Valley Hospital/Skagit Regional Health
 - Mighty to Save Ministries
 - Community Action of Skagit County
 - Skagit County Department of Public Health
 - North Sound Behavioral Health Organization, LLC
 - Island Hospital
 - Skagit County Fire District 13
 - Northwest Washington Indian Health Board
 - Swinomish Police Department
 - Anacortes School District 103
 - Northwest Indian College

8. The proposal complies with applicable requirements of all other applicable provisions of the City Code.

8.1 No other City Code provisions are applicable.

8.2 The project will comply with state and federal law. It will be credentialed and/or regulated by the following state and federal agencies:

- Washington State Division of Behavioral Health and Recovery (DBHR)
- Washington State Department of Health (DOH)
- Washington State Board of Pharmacy (WSBP)
- Substance Abuse and Mental Health Services Administration (SAMHSA)
- Drug Enforcement Agency (DEA)
- Indian Health Service (IHS)

9. The project site meets the facility's minimum physical site requirements, including projected expansion needs. Site requirements shall be determined by the minimum size of the facility, setbacks, access, support facilities, topography, geology, and on-site mitigation needs:

9.1 Conversion of the facility from a fitness center to a medical office will require only interior remodeling, and will not change the footprint of the existing building.

10. The proposal, as conditioned, adequately mitigates significant adverse impacts to life, limb, property, the environment, public health and safety, transportation systems, economic development and other identified impacts.

10.1 Social and economic impacts. No adverse social or economic impacts have been identified. The proposed essential public facility will result in primarily positive social and economic impacts to the Skagit County and Anacortes community.

10.2 Public health and safety. The project will implement a security plan designed to prevent and/or mitigate impacts to public safety. Providing transportation will enable individuals to arrive and leave in a timely manner for their appointments, and prevents loitering in the area. There will also be a full-time security staff and digital surveillance system installed in the building. The security plan will be reviewed and approved by the Washington State Division of Behavioral Health and Recovery as part of the project's application for certification.

10.3 Transportation systems. Given the project's location on Highway 20, no negative transportation impacts are expected. Nevertheless, we are developing a transportation plan designed to prevent any negative traffic impacts and to provide safe and convenient transportation for patients, many of whom lack their own cars or driver's licenses.

- 10.4 Many patients will utilize public transportation. The proposed site is located across the street from the March Point Park and Ride Skagit Transit Center, located at 8147 South March Point Road. The Transit Center is served by bus routes to and from the Ferry Terminals, downtown Anacortes, Mount Vernon, Burlington, La Conner, and Oak Harbor.
- 10.5 The project will provide transportation shuttles for individuals who lack access to public transit where they live. Although the project is not expected to adversely impact the public transit system, the shuttle service will mitigate any such impact should it arise.
- 10.6 The only potential additional infrastructure needed to accommodate the proposed facility may be a painted cross walk and (potentially) additional striping for pedestrian access from the transit center to the facility. Swinomish staff is currently working with City staff to design safe pedestrian access.
- 10.7 Economic development. There will be no adverse impacts to economic development. The project will create more than 20 jobs. It is located in a light manufacturing area so as to avoid any impacts on the central business district.

11. The proposal shall not have any probable significant adverse impact on critical areas or resource lands, except for lineal facilities, such as highways, where no feasible alternative exists:

There will be no significant adverse impacts on critical areas or resource lands. There is no new construction associated with this project.

12. The proposal incorporates specific features to ensure it responds appropriately to the existing or planned character, appearance, quality of development, and physical characteristics of the site and surrounding property.

The project will involve only interior remodeling to an existing building.

13. Major public facilities which generate substantial traffic should be sited near major transportation corridor.

The project is not expected to generate substantial traffic; nevertheless it is sited near Highway 20, a major transportation corridor.

14. The project sponsor has proposed mitigation measures that are consistent with the Uniform Relocation Assistance Act Chapter 8.26 RCW, 468-100 WAC, as now and hereafter amended when otherwise required by law.

No mitigation measures are required.

EXHIBIT #02:

ASSESSOR'S INFO & CITY GIS MAP



HM

8145

8219

SOUTH MARCH'S POINT ROAD

8140

8142

8152

8176

8174

8146

8170

8212

8222

8244

8214

SR20

LM1

Project Site

8232

8236



Details for Parcel: P19877



Jurisdiction: ANACORTES
Please contact the city of ANACORTES for ANACORTES zoning information.

Zoning Designation:

[Recorded Documents](#)

[Excise Affidavits](#)

Documents scanned and recorded by the Auditor's office
Document scans of excise affidavits

Parcel Number	XrefID	Quarter	Section	Township	Range
P19877	340204-2-001-0009	NW	04	34	02
Owner Information		Site Address(es)		Map Links	
SWINOMISH INDIAN TRIBAL COMMUNITY		8212 SOUTH MARCH'S POINT ROAD		Open in iMap	
11404 MOORAGE WAY		Anacortes, WA (Jurisdiction, State)		Assessor's Parcel Map:	
LACONNER, WA 98257		Zip Code Lookup Site Address Information		PDF DWF	

Current Legal Description [Abbreviation Definitions](#)

PARCEL A OF BOUNDARY LINE ADJUSTMENT SURVEY AF#201005120047 BEING DESCRIBED AS FOLLOWS: THAT PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE ANACORTES-MOUNT VERNON HIGHWAY RIGHT-OF-WAY AT A POINT 1 023.24 FEET EAST OF ITS INTERSECTION WITH THE SECTION LINE BETWEEN SECTIONS 4 AND 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN; THENCE SOUTH 40 RODS, MORE OR LESS, TO A POINT 26 RODS SOUTH OF THE 1/2 SECTION LINE; THENCE EAST 8 RODS; THENCE NORTH 40 RODS, MORE OR LESS, TO THE SOUTH LINE OF SAID HIGHWAY; THENCE WEST ALONG THE SOUTH LINE OF SAID HIGHWAY TO THE PLACE OF BEGINNING; EXCEPT THE SOUTH 200 FEET THEREOF; AND EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED DATED JANUARY 12, 1961, FOR PRIMARY STATE HIGHWAY NO. 1 JET.SSH NO. 1—D TO SWINOMISH SLOUGH, AND RECORDED FEBRUARY 6, 1961, UNDER AUDITOR'S FILE NO. 603837; AND THAT PORTION OF SAID SECTION, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE ANACORTES-MOUNT VERNON HIGHWAY AT A POINT 1012.24 FEET EAST OF ITS INTERSECTION WITH THE SECTION LINE BETWEEN SECTIONS 4 AND 5 OF TOWNSHIP 34 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN; THENCE EAST ALONG THE SOUTH LINE OF SAID HIGHWAY 11 FEET; THENCE SOUTH 431 FEET; THENCE WEST 11 FEET; THENCE NORTH 431 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PORTION ANNEXED TO THE STATE OF WASHINGTON BY DEED DATED JANUARY 12, 1961, FOR PRIMARY STATE HIGHWAY NO. 1, JET.SSH NO. 1-D TO SWINOMISH SLOUGH, AND RECORDED FEBRUARY 6, 1961, UNDER AUDITOR'S FILE NO. 603837. TOGETHER WITH THE WEST 67.40 FEET OF THE FOLLOWING DESCRIBED PARCEL: THAT PORTION OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE ANACORTES - MOUNT VERNON HIGHWAY, 80 RODS EAST OF THE SECTION LINE BETWEEN SECTION 4 AND 5, SAID TOWNSHIP AND RANGE; THENCE WEST 10 RODS ALONG THE SOUTH LINE OF SAID ANACORTES - MOUNT VERNON HIGHWAY; THENCE SOUTH 8 RODS; THENCE EAST PARALLEL TO THE SOUTH LINE OF SAID HIGHWAY 10 RODS TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4; THENCE NORTH 8 RODS ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE NORTHWEST 1/4 TO THE POINT OF BEGINNING; EXCEPT ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF A TRACT CONVEYED TO GEORGE SULLIVAN AND DORA SULLIVAN, HUSBAND AND WIFE, BY DEED DATED APRIL 29, 1946, RECORDED MAY 18, 1946, IN VOLUME 209 OF DEEDS, PAGE 449, UNDER AUDITORS FILE NO. 391956, RECORDS OF SKAGIT COUNTY, WASHINGTON.

2016 Values for 2017 Taxes*

Building Market Value \$980,800.00
Land Market Value +\$335,700.00
Total Market Value \$1,316,500.00
Assessed Value \$1,316,500.00
Taxable Value \$1,316,500.00

Sale Information

Deed Type TRUSTEE'S DEED
Sale Date 2016-09-08
Sale Price \$.00

2017 Property Tax Summary

2017 Taxes will be available after 2/15/2017
Use the Taxes link above for 2016 taxes

* Effective date of value is January 1 of the assessment year (2016)

Legal Description at time of Assessment

*Land Use	(690) MISCELLANEOUS SERVICES		WAC 458-53-030	
Neighborhood	(6M14ANA) ANACORTES MISC COMMERCIAL			
Levy Code	0901	Fire District		
School District	SD103	Exemptions		
Utilities	SEP,WTR-P	Acres	1.43	
Improvement 1 Attributes Summary				
Building Style	COMMERCIAL REAL PROPERTY			
Year Built	2005	Foundation		
Above Grade Living Area	8,180 Square Feet	Exterior Walls		
Finished Basement		Roof Covering		
*Total Living Area	8,180 Square Feet	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 & DETERMINATION OF LOCAL ESSENTIAL PUBLIC FACILITY & NOTICE OF HEARING



NOTICE OF APPLICATION & DETERMINATION OF LOCAL ESSENTIAL PUBLIC FACILITY:

Notice Is Hereby Given That An Application Was Made For The Following Proposal:

Request: The applicant has applied for a Conditional Use Permit -Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building. The project has been identified as a "Local" Essential Public Facility per AMC 17.75.060(A)(2). This determination is appealable per AMC 17.75.060(A)(4) and 17.75.060(A)(5). The property is Zoned Light Manufacturing 1 (LM1).

Applicant: Swinomish Indian Tribal Community **File Number:** CUP-2016-1005

Project Location: The site is addresses as 8212 South March Point Road, Anacortes, WA and is located within a portion of Section 04; Township 34 North; Range 02 East; Willamette Meridian.

Date of Application: December 5, 2016 **Date Application Deemed Complete:** December 23, 2016

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 14-day comment period ends on **January 26, 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: No construction is proposed. The subject proposal is exempt from SEPA environmental review per AMC 18.04.120.

Open-Record & Closed Record Public Hearings: Hearing before the Planning Commission and City Council will be scheduled soon for a future date in 2017.

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: January 11, 2017

Publish: January 11, 2017



NOTICE OF HEARING:

Notice Is Hereby Given That An Application Was Made For The Following Proposal:

Request: The applicant has applied for a Conditional Use Permit -Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building. The project has been identified as a "Local" Essential Public Facility per AMC 17.75.060(A)(2). The property is Zoned Light Manufacturing 1 (LM1).

Applicant: Swinomish Indian Tribal Community **File Number:** CUP-2016-1005

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Date of Application: December 5, 2016 **Date Application Deemed Complete:** December 23, 2016

Public Comment Period: The comment period for the subject proposal ended at **5:00 PM on January 26, 2017**. Comment however will be accepted until the close of the Open-Record Public Hearing. Any person may comment on this application by writing to the address below and/or by testifying at the 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: No construction is proposed. The subject proposal is exempt from SEPA environmental review per AMC 18.04.120.

Open-Record Public Hearing: An open-record public hearing will be held by the **Planning Commission at 6:00 PM on Wednesday, March 8, 2017**.

Closed-Record Public Hearing: A closed-record public hearing to hear any appeals of the Planning Commission's recommendation and to make a decision on the application will be held by the **City Council at 6:00 PM on Monday, March 27, 2017**. Both hearings will be held 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: February 15, 2017

Publish: February 15, 2017

EXHIBIT #04:

PUBLIC COMMENTS RECEIVED

NO PUBLIC COMMENTS HAVE BEEN RECEIVED
TO DATE REGARDING THE SUBJECT
APPLICATION.

EXHIBIT #05:

AGENCY & DEPARTMENT COMMENTS RECEIVED



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

Date: January 23, 2017

To: Kevin Cricchio, Senior Associate Planner

From: Steven Lange

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

Subject: CUP Comments for 8212 South March Point Road (PW#16-096-DEV)

cc: Fred Buckenmeyer, Don Measamer, Eric Shjarback

The CUP Application for 8212 South March Point Road review has been completed on January 23, 2017. Provided below are recommended conditions.

Per the Development Review Group meeting, the project is discussing the installation of a new sidewalk along the north side of South March Point Road that will extend from the Skagit Transit Facility to 8212 South March Point Road. A crosswalk is proposed to allow pedestrians to be able to cross safely to the new facility.

Public Works Engineering Department recommends:

- Utilize the existing 6-foot wide multi-use facility along the south side of South March Point Road. The previous CUP for Bayside Fitness already provided provisions for the multi-use facility along the frontage of the property and was constructed accordingly. The multi-use facility exists to the west of this project.
- Delineate the multi-use facility with white chevron markings (Hatching) from the easterly boundary of the property to the westerly property boundary of the Skagit Transit Facility.
- Restripe South March Point Road to incorporate (2) 11-foot driving lanes. This should leave a 2-foot shoulder for separation between the multi-use facility and the vehicle traffic.
- Install Type 2 markers adjacent to the shoulder to highlight the separation between the bicycles and pedestrians. Placement shall meet the requirements of the current MUTCD Manual.
- Crosswalks shall include Thermoplastic crosswalk markings with a pedestrian push button actuated LED Rapid Flashing Beacons crosswalk lights.

Date: November 19, 2016
Project Photographs – 8212 South March Point Road
Development Review Committee Discussion Follow-up



MOVE BOLLARDS,
MAILBOXES AND
LANDSCAPE OUTSIDE
OF WALKING/BIKE
PATH.

EXISTING 4" WHITE
PAINT LINE. EXTENDS
TO THE EAST

Stationing: N/A

Location: 8152 South March Point Road, looking east

Description of Work: Existing Conditions

Bid Item Work: N/A

Photo taken by: Steven Lange (Public Works Engineering)

11.21.16

- USE SOUTH SIDE OF SMPR.
- RESTRIPE TO 11'-0" DRIVING LANE WITH 2'-0" SHOULDER
- DELINEATE THE 6'-0" BIKE / WALKING PATH. HATCH TO IDENTIFY WALKING AREA.

SRL



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

Date: November 1, 2016

To: Kevin Cricchio, Senior Associate Planner

From: Steven Lange

Subject: Proposed Outpatient Substance Use Complex @ 8212 South March Point Road

cc: Kevin Cricchio, Eric Shjarback

The Engineering Department has reviewed the submitted documents for the November 1, 2016 Development Review Meeting and makes the following comments and or recommendations.

Permits:

- Right-of-Way Permit for work being performed Inside and Outside the Traveled Way. Please contact Jim Baldwin of the Public Works Engineering Department at 360.661.3547.
- Contact the City of Anacortes Planning Department for additional permitting requirements.

City of Anacortes Development Standards:

- The 2011 Development Standards can be found on-line at www.cityofanacortes.org. If the Engineer of Record needs any COA Standard Details in AutoCAD format, they can email me at stevel@cityofanacortes.org and request a CD. This CD will be mailed to a provided address.

Storm:

- For additional Storm information and design criteria, see the 2011 EDS Standards, Chapter 4 – Storm Drainage. Note, being revised for 2017.
- New storm water regulations will be in place by January 1, 2017. Building Permits submitted after January 1, 2017 will be required to comply with the new regulations.
- This property is serviced with an existing on-site storm drainage system.
- This project will be required to provide for Basic Treatment of the Storm Water, meeting the requirements of the current Department of Ecology Manual.



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

Street:

- This project will be required to extend the 6-foot paved multi-use path to the easterly boundary of the subject property as identified in the DRG packet.
- Per the meeting conversation, the applicant discussed the installation of a sidewalk along the north road edge to allow for ease of pedestrian access from the Skagit Transit Station to the new facility. The City of Anacortes Engineering Department will do an on-site visit to see if this is feasible.

Fees:

- See the Planning and Building Department for fees related to building permits.
- Per AMC 15.24.010 this project may be subject to Engineering Fees for Plan Review and Construction Inspection.
 - 0.5% = Plan Review. Based on the approved Estimated Construction amount.
 - 1.5% = Construction Inspection. Based on the approved Estimated Construction amount.
 - Engineering Plan Review and Construction Inspection Fee form attached.

Other:

- For Landscaping and Landscape requirements, see Planning Department.
- Mail Boxes (See Chapter 3 – Streets, Section STR-19): For Mailbox Locations, coordinate location, type and size with the Anacortes Post Master. The access and areas around the mailboxes need to meet ADA requirements.
- Encroachments (See Chapter 3 – Streets, Section STR-18.3): Prior to any placement of any barricades, material, earth, gravel, rock, debris or any other material or thing over, under or upon the Public Right-of-Way or easement, an Encroachment Agreement shall be obtain from the City of Anacortes.

See the Anacortes Municipal Code, Section 12.30 for additional information regarding the Encroachment Agreement and processes.

Contact Russ Pittis at 360.661.3460 regarding questions or to obtain an agreement.

- Improvements shall be designed by a Professional Engineer, licensed in the State of Washington.
- Improvements are subject to a 2-year Maintenance Bond in the amount of 10% of the actual construction costs.
- Contractor shall be licensed by the State of Washington and hold a City of Anacortes Business License.

Thanks,


Steven Lange



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



Anacortes Planning, Community & Economic Development Dept.

Permit Center

P.O. Box 547, Anacortes, WA 98221-0547

Don Measamer, *Director of Planning, Community and Economic Development*

PH (360) 293-1901

FAX (360) 293-1938

Department / Agency Comment Form:

January 5, 2017

Project Name: Conditional Use Permit- Essential Public Facility for an Outpatient Substance Use and Primary Care Medical Service Use, File #: CUP-2016-1005,

From: Kevin Cricchio, AICP, Associate Planner; City of Anacortes; 904 6th Street; P.O. Box 547, Anacortes, WA 98221; Phone: (360) 293-1937; Email: kevinc@cityofanacortes.org

Description of Subject Proposal:

CUP-2016-1005: The applicant has applied for a Conditional Use Permit - Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building. The project has been identified as a "Local" Essential Public Facility per AMC 17.75.060(A)(2). This determination is appealable per AMC 17.75.060(A)(4) and 17.75.060(A)(5). The property is Zoned Light Manufacturing 1 (LM1). The project site is located at 8212 South March Point Road, Anacortes, WA within a portion of Section 04; Township 34 North; Range 02 East; Willamette Meridian. **Provide any conditions /requirements to me by: 5:00 PM on January 26, 2017.**

Applicant/ Landowner:

Swinomish Indian Tribal Community
11404 Moorage Way
La Conner, WA 98257

Conditions &/or Requirements:

PUBLIC WORKS ENGINEERING COMMENTS PROVIDED ON A SEPARATE DOCUMENT.

Signature:

John R. Lange

Date:

01.23.17

Dept. / Agency Name:

ENGINEERING - PUBLIC WORKS



Anacortes Planning, Community & Economic Development Dept.

Permit Center

P.O. Box 547, Anacortes, WA 98221-0547

Don Measamer, *Director of Planning, Community and Economic Development*

PH (360) 293-1901

FAX (360) 293-1938

Department / Agency Comment Form:

January 5, 2017

Project Name: Conditional Use Permit- Essential Public Facility for an Outpatient Substance Use and Primary Care Medical Service Use, File #: CUP-2016-1005,

From: Kevin Cricchio, AICP, Associate Planner; City of Anacortes; 904 6th Street; P.O. Box 547, Anacortes, WA 98221; Phone: (360) 293-1937; Email: kevinc@cityofanacortes.org

Description of Subject Proposal:

CUP-2016-1005: The applicant has applied for a Conditional Use Permit - Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building. The project has been identified as a "Local" Essential Public Facility per AMC 17.75.060(A)(2). This determination is appealable per AMC 17.75.060(A)(4) and 17.75.060(A)(5). The property is Zoned Light Manufacturing 1 (LM1). The project site is located at 8212 South March Point Road, Anacortes, WA within a portion of Section 04; Township 34 North; Range 02 East; Willamette Meridian. **Provide any conditions /requirements to me by: 5:00 PM on January 26, 2017.**

Applicant/ Landowner:

Swinomish Indian Tribal Community
11404 Moorage Way
La Conner, WA 98257

Conditions &/or Requirements:

RPBA premise isolation

Signature:

T. P.

Date:

1-5-17

Dept. / Agency Name:

Water



Development Review Group (DRG)

Name of Applicant: Swinomish Indian Tribal Community

Brief Description: Conditional Use Permit- Essential Public Facility for an Outpatient Substance Use & Primary Care Medical Service Use.

Please initial if approved and/or include your comments:

Street Department: Bih

Comments:

OIC

Water Department: TSW

Comments:

RPBA premise isolation required

Solid Waste: MK

Comments:

Follow dumpster pad specs - if dumpster requested.

Sandi Andersen: SA

Comments:

Cricchio, Kevin

From: Agata McIntyre <AgataM@nwcleanairwa.gov>
Sent: Monday, February 13, 2017 8:37 AM
To: Cricchio, Kevin
Subject: FW: Notice of Hearing, CUP-2016-1005, Swinomish Indian Tribe, 8212 South March Point Road
Attachments: NOH.PDF

Good morning Kevin,

Thank you for the notice. For future notices, could you please add my name to the list (agatam@nwcleanairwa.gov) and remove Mark Buford (markb@nwcleanairwa.gov) from NWCAA? I'm reviewing SEPA notices for Northwest Clean Air Agency.

Thank you,

Agata McIntyre, P.E.
Engineering Manager
Northwest Clean Air Agency
Phone: 360-419-6848
www.nwcleanairwa.gov

From: Mark Buford
Sent: Saturday, February 11, 2017 10:57 AM
To: Agata McIntyre <AgataM@nwcleanairwa.gov>
Subject: FW: Notice of Hearing, CUP-2016-1005, Swinomish Indian Tribe, 8212 South March Point Road

From: Cricchio, Kevin [<mailto:kevinc@cityofanacortes.org>]
Sent: Friday, February 10, 2017 12:58 PM
To: Development Review Group <DevelopmentReviewGroup@cityofanacortes.org>; 'mcewanr@wsdot.wa.gov' <mcewanr@wsdot.wa.gov>; 'Clark, Dennis (DNR)' <Dennis.Clark@dnr.wa.gov>; 'Thompson, Doug S (DFW)' <Doug.Thompson@dfw.wa.gov>; 'TeamMillCreek@dfw.wa.gov' <TeamMillCreek@dfw.wa.gov>; 'Kaehler, Gretchen (DAHP)' <Gretchen.Kaehler@DAHP.wa.gov>; 'brandonb@co.skagit.wa.us' <brandonb@co.skagit.wa.us>; 'dalep@co.skagit.wa.us' <dalep@co.skagit.wa.us>; 'bobh@mountvernonwa.gov' <bobh@mountvernonwa.gov>; 'Miller, Mark' <mark_miller@fws.gov>; 'ronald.j.wilcox@usace.army.mil' <ronald.j.wilcox@usace.army.mil>; 'lcampbell@swinomish.nsn.us' <lcampbell@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>; 'patsy@portofskagit.com' <patsy@portofskagit.com>; Mark Buford <MarkB@nwcleanairwa.gov>; 'PUD@skagitpud.org' <PUD@skagitpud.org>; 'Torhil Ramsay' <tramsay@asd103.org>; 'jane.major@pse.com' <jane.major@pse.com>; 'ddigges@skagittransit.org' <ddigges@skagittransit.org>; 'spowers@oakharbor.org' <spowers@oakharbor.org>; 'jcoleman@ci.sedro-woolley.wa.us' <jcoleman@ci.sedro-woolley.wa.us>; 'Bob.Fritzen@ecy.wa.gov' <Bob.Fritzen@ecy.wa.gov>; 'planner@townoflaconner.org' <planner@townoflaconner.org>; 'd.wechner@co.island.wa.us' <d.wechner@co.island.wa.us>; 'bradmj@burlingtonwa.gov' <bradmj@burlingtonwa.gov>
Subject: Notice of Hearing, CUP-2016-1005, Swinomish Indian Tribe, 8212 South March Point Road

Cricchio, Kevin

From: Jackie Ferry <jferry@samishtribe.nsn.us>
Sent: Thursday, January 12, 2017 4:27 PM
To: Cricchio, Kevin
Subject: RE: CUP-2016-1005, Swinomish Indian Tribe, 8212 South March Point Road

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: Thursday, January 5, 2017 12:00 PM
To: Development Review Group <DevelopmentReviewGroup@cityofanacortes.org>; 'mcewanr@wsdot.wa.gov' <mcewanr@wsdot.wa.gov>; 'Clark, Dennis (DNR)' <Dennis.Clark@dnr.wa.gov>; 'Thompson, Doug S (DFW)' <Doug.Thompson@dfw.wa.gov>; 'TeamMillCreek@dfw.wa.gov' <TeamMillCreek@dfw.wa.gov>; 'Kaehler, Gretchen (DAHP)' <Gretchen.Kaehler@DAHP.wa.gov>; 'brandonb@co.skagit.wa.us' <brandonb@co.skagit.wa.us>; 'dalep@co.skagit.wa.us' <dalep@co.skagit.wa.us>; 'bobh@mountvernonwa.gov' <bobh@mountvernonwa.gov>; 'Miller, Mark' <mark_miller@fws.gov>; 'ronald.j.wilcox@usace.army.mil' <ronald.j.wilcox@usace.army.mil>; 'lcampbell@swinomish.nsn.us' <lcampbell@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>; 'patsy@portofskagit.com' <patsy@portofskagit.com>; 'Markb@nwcleanairwa.gov' <Markb@nwcleanairwa.gov>; 'PUD@skagitpud.org' <PUD@skagitpud.org>; 'Torhil Ramsay' <tramsay@asd103.org>; 'jane.major@pse.com' <jane.major@pse.com>; 'ddigges@skagittransit.org' <ddigges@skagittransit.org>; 'spowers@oakharbor.org' <spowers@oakharbor.org>; 'jcoleman@ci.sedro-woolley.wa.us' <jcoleman@ci.sedro-woolley.wa.us>; 'Bob.Fritzen@ecy.wa.gov' <Bob.Fritzen@ecy.wa.gov>; 'planner@townoflaconner.org' <planner@townoflaconner.org>; 'd.wechner@co.island.wa.us' <d.wechner@co.island.wa.us>; 'bradmj@burlingtonwa.gov' <bradmj@burlingtonwa.gov>
Subject: CUP-2016-1005, Swinomish Indian Tribe, 8212 South March Point Road

1-5-17

RE: CUP-2016-1005, Swinomish Indian Tribe, 8212 South March Point Road

Good afternoon everyone. Swinomish Indian Tribe has applied for a Conditional Use Permit -Essential Public Facility (EPF) to permit an outpatient substance use and primary care medical service type of land use within an existing office building. The project has been identified as a "Local" Essential Public Facility per AMC 17.75.060(A)(2). This determination is appealable per AMC 17.75.060(A)(4) and 17.75.060(A)(5).

The subject property is Zoned Light Manufacturing 1 (LM1). The site is addresses as 8212 South March Point Road, Anacortes, WA and is located within a portion of Section 04; Township 34 North; Range 02 East;

Willamette Meridian. Please provide me with any conditions or requirements by **5:00 PM on January 26, 2017**. Attached hereto is a comment form, notice of application, master permit application, narrative, associated application material, and site plan. A notice of hearing will be issued in the near future. If you have any questions, please let me know. Thank you.

Kevin Cricchio, AICP
Associate Planner
Planning, Community, & Economic Development Department
City of Anacortes
(360) 293-1937

EXHIBIT #06:

ANACORTES MUNICIPAL CODE, CHAPTER 17.75 – ESSENTIAL PUBLIC FACILITIES

Chapter 17.75 - ESSENTIAL PUBLIC FACILITIES

Sections:

17.75.020 - Purpose.

- A. The purpose of this chapter is to establish a siting process for essential public facilities (EPFs). This process involves the community and is intended to assist in the identification and minimization of adverse impacts.
- B. Essential public facilities are defined in AMC 17.06. EPFs include, but are not limited to, those facilities which are difficult to site, such as state and regional transportation facilities, state and local correctional facilities, solid waste handling facilities and in-patient facilities (including substance abuse, mental health and group home facilities). The Growth Management Act mandates that no local development regulation may preclude the siting of essential public facilities. Secure Community Transition Facilities as defined in AMC 17.06 are also included. The Anacortes Airport is excluded.
- C. Nothing in this chapter shall be deemed to waive the city's rights to assert lead agency status to conduct environmental review under Washington State's Environmental Policy Act pursuant to Chapter 43.21C RCW and WAC 197-11 as now and hereafter amended.

(Ord. 2794, § 1(Att. A), 12-15-2008)

17.75.030 - Scope.

- A. This chapter establishes the criteria that the city will use in making a decision upon an application for an EPF other than the Anacortes Airport. The city's planning director (director) shall develop a list of essential public facilities. These facilities shall meet the definition of essential public facilities under AMC [Chapter] 17.06. A use or facility may be added to the list of essential public facilities if the use meets the definition of an essential public facility. The list required by this section shall be filed and maintained with the city finance department.
- B. This chapter shall serve to establish the process for permitting those uses determined to be EPFs and which satisfy the criteria set forth under AMC [Section] 17.75.060. The director shall determine whether a proposed facility shall be reviewed as an EPF and subject to this review process.

(Ord. 2794, § 1(Att. A), 12-15-2008)

17.75.040 - Reserved.

Editor's note— Ord. No. 2992, § 1(Exh. A), adopted December 19, 2016, effective January 1, 2017, repealed § 17.75.040, which pertained to procedure and derived from Ord. 2794, § 1(Att. A), 12-15-2008.

17.75.050 - Applications for EPF projects.

All proposed projects determined to be EPFs shall be reviewed and conditioned in accordance with all requirements of the Anacortes Municipal Code including the conditional use permit procedure, set forth in this Chapter and referred to as the CUP-EPF review procedure. All EPF applications shall contain the following information:

- A. A detailed written description of the proposed and potential public services to be provided, including an proposed site plan, the proposed service area of the facility, the source or sources of funding, and identification of any applicable public regulatory agencies or regional state or federal project agency sponsors and the federal or state authority which the agency has been granted for siting decision-making;
- B. A written statement of the need, in statistical or narrative form, for the proposed project currently and over the following ten-year period;
- C. An inventory of known, existing or proposed facilities, by name and address, within Skagit County, or within the region, serving the same or similar needs as the proposed project;
- D. An explanation of the need and suitability for the proposed facility in the proposed city location(s);
- E. An assessment of the suitability of the proposed location in the city or another jurisdiction in terms of local, county, regional and/or state needs in order to minimize public costs (where appropriate) and environmental impacts, to discern the suitability of the facility's location in the city or within another jurisdiction, to determine the number of jurisdictions affected or served by the proposed EPF, and to decide what, if any, inter-jurisdictional approach is most appropriate or available;
- F. An analysis of the environmental, social, economic, financial and infrastructure impacts of the proposed EPF, including an assessment of the proportionate financial impacts on affected jurisdictions, consideration copies of agreements which allocate the financial burdens of the proposed project on the city and other jurisdictions, and the approximate area within which the proposed project could potentially have adverse impacts, such as increased traffic, public safety risks, noise, glare, emissions, or other environmental impacts, and;

- G. An analysis of the proposal's consistency with the city's comprehensive plan and development regulations, and plans and policies of other affected jurisdictions, including but not limited to Skagit County Countywide Planning Policies;
- H. Documentation of public involvement efforts to date, including public and agency comments received, and plans for future public participation;
- I. Such information as requested by the director as determined necessary to complete the preliminary analysis or to otherwise assist the director and staff to make a recommendation and the city council in making the final determination on the CUP-EPF.

(Ord. 2794, § 1(Att. A), 12-15-2008)

17.75.060 - CUP—EPF review criteria.

- A. Essential public facilities shall be subject to classification and identification as follows:
 - 1. Type One—Regional EPFs. These are major essential public facilities that provide public services to more than one county and where the provider has statutory authority to site and construct the facility and where a regional, inter-governmental siting process has been followed. These facilities may include, but are not limited to, regional transportation facilities, such as regional airports; State correction facilities; and state educational facilities.
 - 2. Type Two—Local EPFs. These are local or inter-local facilities serving residents or property serving Skagit County. A "Local EPF" means an essential public facility that is not a regional EPF.
 - 3. In order to enable the city to determine the project's classification, any public or private entity proposing to site an EPF in the city shall provide to the director its intent to site the EPF, once it is known that the EPF is likely or required to be built, the application materials set forth in AMC [Section] 17.75.050.
 - 4. The director shall review the application upon receipt and determine whether the proposed project shall be identified as an EPF and if so whether the EPF shall be classified as a Regional EPF or Local EPF. A determination shall be made within forty-five days following the director's written notice to applicant of receipt of sufficient material and information set forth in AMC [Section] 17.75.050. The director shall provide notice of determination to the applicant and publish notice of the determination in a newspaper of general circulation within Skagit County.
 - 5.

The director's determination shall be an administrative determination subject to appeal and procedures established in AMC [Section] 17.08.080 for an administrative appeal process.

B. Notification and involvement of community and jurisdictions for EPFs shall be as follows:

1. Type One Facilities. In addition to such other notice as may be required by law before the siting decision, and at least ninety days before submitting an application for a Type One essential public facility, the prospective applicant shall notify the affected public and jurisdictions of the general type and nature of the proposal, identify sites under consideration for accommodating the proposed facility, and identify opportunities to comment on the proposal. Applications for specific projects shall not be considered complete in the absence of proof of a published notice and notice to the city regarding the proposed project. Published notice shall be in a newspaper of general circulation in the affected area. This notice shall include the information described above and shall be published at least ninety days prior to the submission of the application. It is expected that an Environmental Impact Statement may be required for most Type One facilities in accordance with the SEPA environmental review process. Nothing from this Section will preclude the city from consulting with the Skagit Council of Governments and may provide the project sponsor and affected jurisdictions with their comments or recommendations regarding alternative project locations during this process. The purpose of this provision is to enable potentially affected jurisdictions and the public to collectively review and comment on alternative sites for major facilities before the project sponsor has made their siting decision.
2. Type Two Facilities. Type two essential public facilities shall be required to provide a notice of application.

C. Conditional Use Permit Required.

1. An EPF shall be a conditional use in all zones. In the event of a conflict with any other provision within the Anacortes Municipal Code, the provisions of this section shall govern.
2. In addition to the conditional use permit application fee, an additional cost reimbursement agreement with the applicant may be required for additional costs, including but not limited to costs for independent consultant review set forth in subsection (D) below, associated with review of an EPF application under the criteria established in this chapter.

D. Independent Consultant Review.

1. The department may require independent consultant review of the proposal to assess its compliance with the decision criteria contained in this chapter.
2. If independent consultant review is required, the applicant shall deposit funds or other security in an amount and in a form acceptable to director to defray the cost of such review. Unexpended funds will be returned to the applicant following the final decision on the application without interest.

E. Decision Criteria for Type Two facilities "Local Essential Public Facilities."

The city council may approve or approve with conditions, a conditional use permit for a Local EPF only when the proposal meets all of the following criteria:

1. The proposal shall be consistent with the comprehensive plan and intent of the underlying zoning of the proposed site;
2. The project applicant has demonstrated a need for the project, as supported by an analysis of the projected service population, an inventory of existing and planned comparable facilities, and the projected demand for the type of facility proposed;
3. If applicable, the project would serve a significant share of the city's population, and the proposed site will reasonably serve the project's overall service population;
4. The applicant has reasonably investigated alternative sites, as evidenced by a detailed explanation of site selection methodology;
5. The project is consistent with the applicant's own long-range plans for facilities and operations;
6. The project has fewer impacts in the particular geographic area in contrast with other available locations;
7. The applicant has provided a meaningful opportunity for public participation in the siting decision and development of mitigation measures that is appropriate in light of the project's scope, applicable requirements of the City Code, and state or federal law;
8. The proposal complies with applicable requirements of all other applicable provisions of the City Code;
9. The project site meets the facility's minimum physical site requirements, including projected expansion needs. Site requirements shall be determined by the minimum size of the facility, setbacks, access, support facilities, topography, geology, and on-site mitigation needs;
- 10.

The proposal, as conditioned, adequately mitigates significant adverse impacts to life, limb, property, the environment, public health and safety, transportation systems, economic development and other identified impacts;

11. The proposal shall not have any probable significant adverse impact on critical areas or resource lands, except for lineal facilities, such as highways, where no feasible alternative exists;
12. The proposal incorporates specific features to ensure it responds appropriately to the existing or planned character, appearance, quality of development, and physical characteristics of the site and surrounding property;
13. Major public facilities which generate substantial traffic should be sited near major transportation corridors;
14. The project sponsor has proposed mitigation measures that are consistent with the Uniform Relocation Assistance Act Chapter 8.26 RCW, 468-100 WAC, as now and hereafter amended when otherwise required by law.

F. Decision criteria for Type One facilities "Regional Essential Public Facilities."

The city council must approve or approve with conditions, a conditional use permit for a Type I EPF in accordance with the following criteria:

1. The sponsor has provided a meaningful opportunity for public participation in the siting decision and development of mitigation measures that is appropriate in light of the project's scope, applicable requirements of the county code, and state or federal law;
2. The proposal complies with applicable requirements of AMC Chapter 19.36 Conditional Uses and all other applicable provisions of the City Code;
3. The project site meets the facility's minimum physical site requirements, including projected expansion needs. Site requirements shall be determined by the minimum size of the facility, setbacks, access, support facilities, topography, geology, and on-site mitigation needs;
4. The proposal, as conditioned, adequately mitigates significant adverse impacts to life, limb, property, the environment, public health and safety, transportation systems, economic development and other identified impacts;
5. The proposal, as conditioned, adequately mitigates for any probable significant adverse impact on critical areas or resource lands, except for lineal facilities, such as highways, where no feasible alternative exists.
- 6.

The proposal incorporates specific features to ensure it responds appropriately to the existing or planned character, appearance, quality of development, and physical characteristics of the site and surrounding property; and

7. The project sponsor has proposed mitigation measures that are consistent with the Uniform Relocation Assistance Act Chapter 8.26 RCW, 468-100 WAC, as now and hereafter amended when otherwise required by law.

(Ord. 2794, § 1(Att. A), 12-15-2008; Ord. No. 2992, § 1(Att. A), 12-19-16, eff. 1-1-17)

17.75.070 - Building permit application.

- A. Any building permit for an EPF approved under this chapter shall comply with all conditions of approval in the conditional use permit. In the event a building permit for an EPF is denied, the department shall submit in writing the reasons for denial to the project sponsor.
- B. No construction permits may be applied for prior to approval of a conditional use permit for an EPF unless the applicant signs a written release acknowledging that such approval is neither guaranteed nor implied by the department's acceptance of the construction permit applications. The applicant shall expressly hold the city harmless and accept all financial risk associated with preparing and submitting construction plans before a final decision is made under this chapter.

(Ord. 2794, § 1(Att. A), 12-15-2008)

17.75.080 - Special provisions for Secure Community Transition Facilities (SCTFs).

- A. The purpose and intent of this section is to establish standards for Secure Community Transition Facilities (SCTFs) in compliance with Chapter 71.09 RCW, and to maintain compatibility with other land uses and services permitted within the city. The standards in this section apply to all SCTFs in addition to the process set forth under Chapter 17.10.100 AMC, the standards of this Section AMC 17.75.080 are not subject to a variance.
- B. SCTFs conforming with the standards set forth below (in addition to approval under standards set forth pursuant to AMC [Section] 17.75.060 criteria for EPFs) may be approved by conditional use permit. The following additional siting criteria applies to SCTFs:
 1. SCTFs should be located near transit facilities, as appropriate.
 2. No SCTF shall be permitted within one mile from any existing SCTF, work release, prerelease, or similar facilities, as defined in RCW 71.09.250(8) and (9).
 3. On-Site Facilities Required. Each SCTF shall have the capability to provide on-site dining,

- on-site laundry or laundry service, and on-site recreation facilities to serve the residents.
4. SCTFs shall not be permitted adjacent to, immediately across a street or parking lot, from, or within the line of sight of a risk potential activity or facility in existence at the time a conditional use is applied for consideration. "Risk potential activity" or "risk potential facility" means an activity or facility that provides a higher incidence of risk to the public from persons conditionally released from the special commitment center. Risk potential activities and facilities include: Public and private schools, school bus stops, licensed day care and licensed preschool facilities, public parks, publicly dedicated trails, sports fields, playgrounds, recreational and community centers, churches, synagogues, temples, mosques, public libraries, public and private youth camps, and others identified by the department following the hearings on a potential site required in RCW 71.09.315. "Within the line of sight" means that it is possible to reasonably visually distinguish and recognize individuals.
 5. Siting of SCTFs shall be in accordance with the siting criteria of Chapter 71.09 RCW, and regulations adopted pursuant thereto. In addition, no SCTFs shall be sited closer than three hundred thirty feet from any residentially zoned property.
 6. SCTFs shall provide the following staffing and security measures:
 - a. The owner and operator of the SCTF shall submit and maintain a plan for staffing, security measures, procedures for immediate public notification of escapes, and escapee search procedures ("the plan"), all in a form and content satisfactory to the planning director, after consultation with the police chief. The security measures shall indicate the types of security measures/facilities proposed for the SCTF including, but not limited to, constant electronic monitoring of residents, site security measures/equipment, and site access and control consistent with Chapter 71.09 RCW, unless otherwise ordered by a court. The plan, along with documentation of the planning director's concurrence in or rejection of the plan, shall be included in materials submitted to and reviewed by the city council, provided that the security plan made part of the public record shall not be in such detail that security of the facility would be compromised.
 - b. The owner and operator of the SCTF shall enter into a contract with the city, in a form and content satisfactory to the city attorney, committing the owner and operator to comply with and maintain the plan for the life of the facility.
 - c.

The applicant shall install an eight-foot high fence, in character with the surrounding area, between the facility and all property boundaries. The city council may waive or lessen this requirement upon finding that due to existing site features or the type or character of adjoining uses, the privacy and security of the occupants of adjoining properties can be maintained in the absence of a fence or with a lower fence.

d. The facility shall have a backup power source.

- C. Application Materials. In addition to the regular application materials required for a land use review pursuant to [Section] 17.10.100 AMC, an application for an SCTF shall also include:
1. The siting process used for the SCTF, including alternative locations considered.
 2. An analysis showing that consideration was given to potential sites such that siting of the facility will not result in a concentration of similar facilities in a particular neighborhood, community, jurisdiction, or region.
 3. Proposed mitigation measures, including the use of buffering from adjoining uses.
 4. A general overview of planned security for the facility.
 5. A schedule and analysis of all public input solicited or to be solicited during the siting process.
 6. Notice of the application to all property owners and occupants of record within two thousand five hundred feet of the proposed site.

(Ord. 2794, § 1(Att. A), 12-15-2008)

17.75.090 - Processing timelines.

- A. Notice of final decision from the city council following public hearing on a project permit application shall issue within one hundred twenty days from when the permit application is determined by the director or city council upon final decision or upon appeal to be an application for an EPF unless otherwise provided by this section or state law.
- B. In determining the number of days that have elapsed after an application is complete, the following periods shall be excluded:
1. Any period during which the city asks the applicant to correct plans, perform required studies, or provide additional required information. The period shall be calculated from the date the city mails notification to the applicant of the need for additional information until the date the city determines whether the additional information satisfies the request for information, or fourteen days after the applicant supplies the information to the city, whichever is earlier. If the information submitted by the applicant under this

subsection is insufficient, the city shall mail notice to the applicant of the deficiencies and the provisions of this subsection shall apply as if a new request for information had been made;

2. Any period during which an environmental impact statement is being prepared;
 3. The period specified for administrative appeals of project permits;
 4. Any period during which processing of an application is suspended pursuant to verification of compliance of required notice requirements; and
 5. Any period of time mutually agreed upon by the applicant and the city.
- C. The time periods established by this section shall not apply to a project permit application:
1. That requires an amendment to the comprehensive plan or a development regulation in order to obtain approval;
 2. That is substantially revised by the applicant, in which case a new 120-day time period shall start from the date at which the revised project application is determined to be complete;
 3. That requires approval of a development agreement by the city council;
 4. When the applicant consents to an extension; or
 5. During any period necessary for reconsideration of a city council's decision.
- D. The city shall notify the applicant in writing if a notice of final decision on the project has not been made within the time limits specified in this section. The notice shall include a statement of reasons why the time limits have not been met and an estimated date of issuance of a notice of final decision.

Failure of the city to make a final decision within the timelines specified by this chapter shall not create liability for damages.

(Ord. 2794, § 1(Att. A), 12-15-2008)

17.75.100 - CUP city council authority—Final decision.

- A. The designated hearing body, giving substantial weight to the recommendations of the staff report, shall review the application under the following criteria:
1. Whether the proposed action as recommended by city staff is consistent with the criteria established under AMC [Sections] 17.75.060 and 17.75.080 if applicable;
 - 2.

Whether modifications to recommended conditions or restrictions, if any, are adequate to mitigate impacts in a manner which meets the standards of this code and any related development agreement; and

3. Whether project conditions cumulatively are reasonable and would not preclude development of the EPF.
- B. Recognizing that RCW 36.70A.200(2) prohibits the city from precluding the siting of an essential public facility, if the permit application proposes siting of a project in a location other than the city's preferred location as recommended by city staff or otherwise designated under the city's comprehensive plan or zoning code, the applicant shall present information as to why the city's preferred location, rather than the location applied for, will preclude development of the project. The applicant shall provide any engineering, financial and other studies and information necessary to explain its position. The city council, with additional analysis and input from city staff, if requested, shall make findings and a decision as to whether siting the project at the city's preferred location would be impossible, impracticable, or otherwise preclusive. The said findings and decision shall not be deemed, however, to preclude the authority of a regional decision-making body, under law now existing or subsequently amended, to determine where a regional EPF shall be sited, assuming applicable laws and legal requirements are complied with. This section shall not apply to the siting of SCTFs.
- C. As a condition of approval pursuant to AMC [Section] 17.75.060, the city council may:
1. Increase requirements in the standards, criteria, or policies established by this title;
 2. Stipulate the exact location as a means of minimizing hazards to life or limb, property damage, impacts to the environment, erosion, underground collapse, landslides, or transportation systems;
 3. Impose conditions necessary to avoid, minimize or mitigate any adverse impacts identified as a result of the project;
 4. Require the posting of construction and maintenance bonds sufficient to secure to the city the estimated cost of construction, installation and maintenance of required improvements;
 5. Impose any requirement that will protect the public health, safety, and welfare; and
 6. Impose conditions as may be deemed necessary to establish parity with uses permitted in the same zone in their freedom from nuisance generating features in matters of noise, odors, air pollution, wastes, vibration, traffic, physical hazards, and similar matters.

(Ord. 2794, § 1(Att. A), 12-15-2008)

EXHIBIT #07:

SITE PHOTOS

SITE PHOTOS, SWINOMISH INDIAN TRIBE, CUP/EPF, CUP-2016-1005



Subject
commercial
building. Public
notice signage
posted on both
sides of drive



Parking area
for business



East side of subject building located in background. Looking south toward SR20. Neighboring commercial business located on left side of picture.

Looking at backside (south) of commercial building. SR20 is located on left side of picture.





Looking north at portion of backside of building (southern & eastern sides). Business and single-family residence is located on the right side.





Looking west at
front of subject
commercial
building.



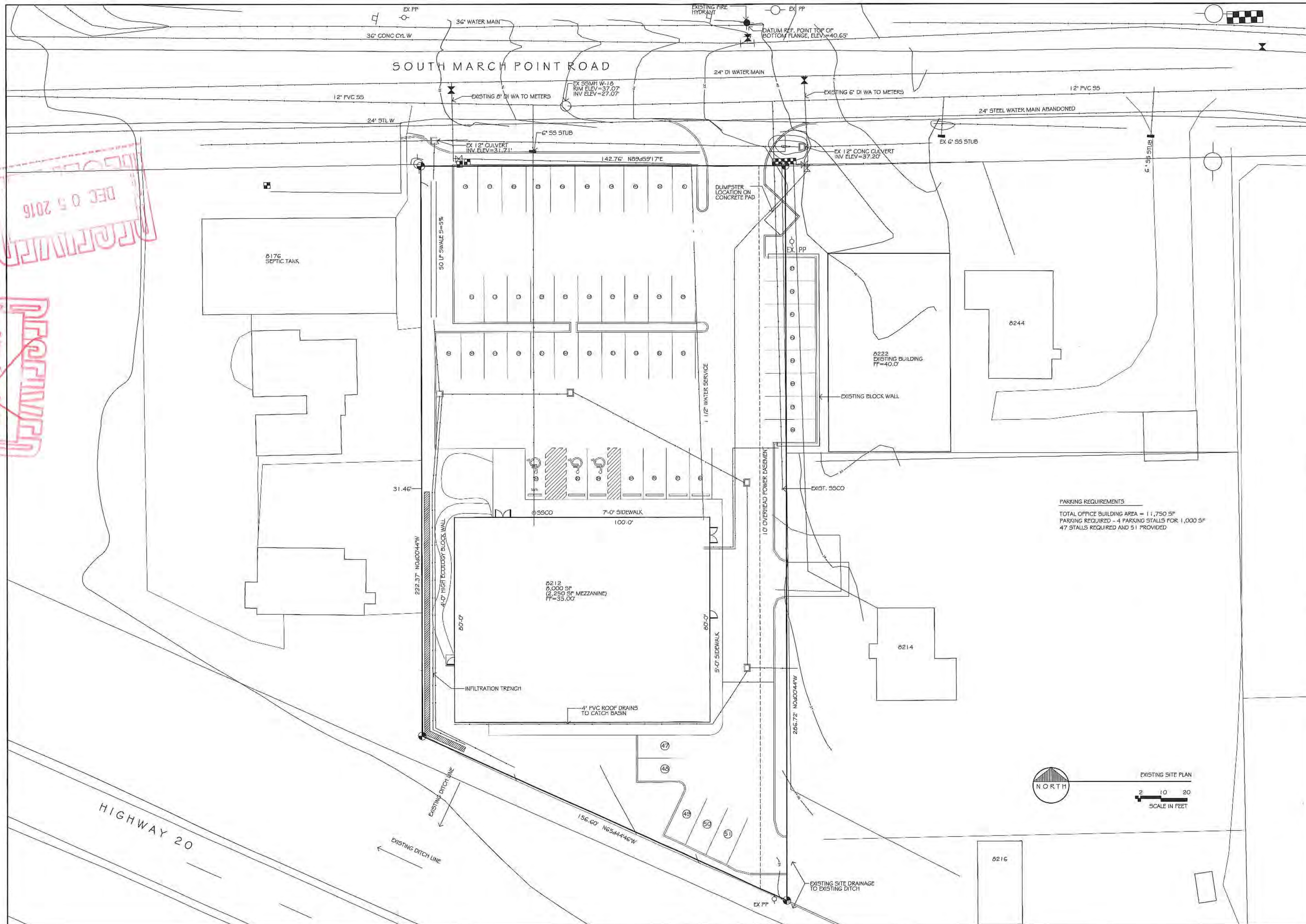
Front building entrance.



Looking south toward SR20 along west side of commercial building. Neighboring single-family residence is located on the right side of picture.

EXHIBIT #08:

Site Plan & Elevations



Project Name:
Swinomish Opioid Treatment Center

Architect's Project Number:
1610

Project Address:
8212 S March Point Road
Anacortes, WA 98221

Owner:
Swinomish Indian Tribal Community

Owner's Address:
11404 Moorage Way
La Conner, WA 98257

Drawn:
10 November 2016

Revised:

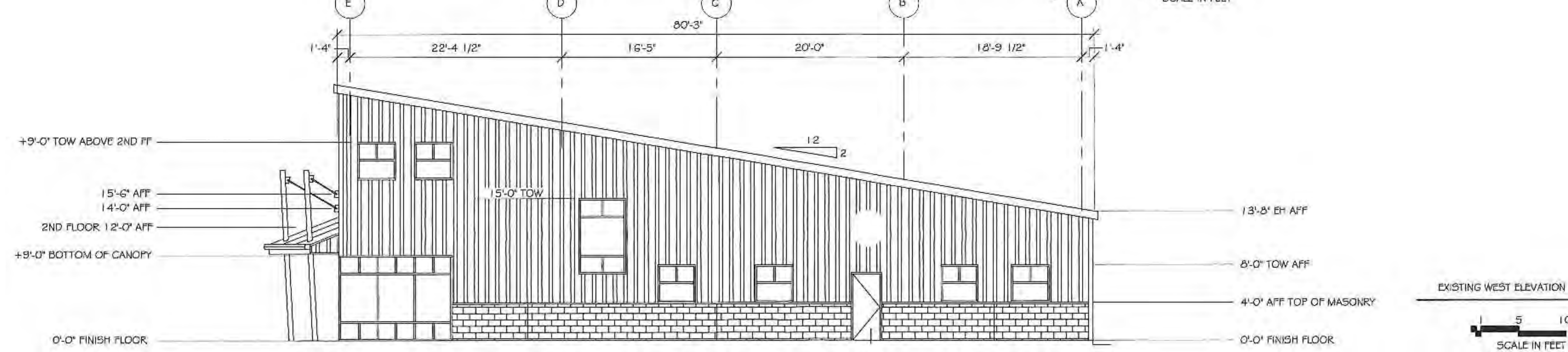
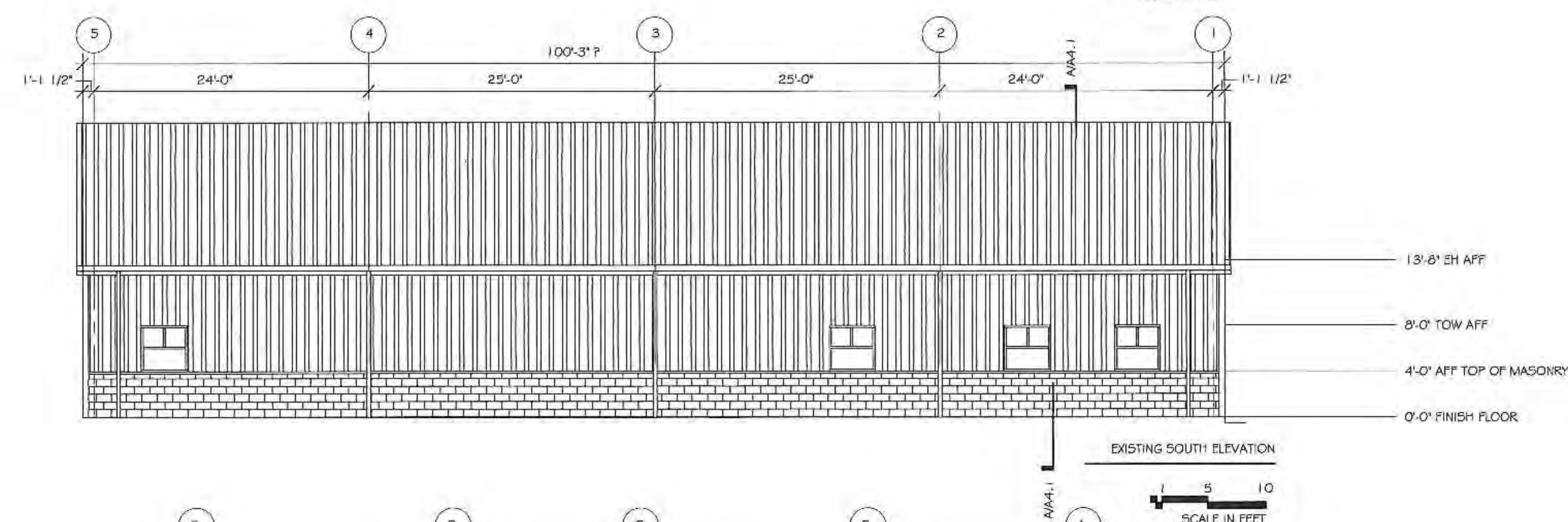
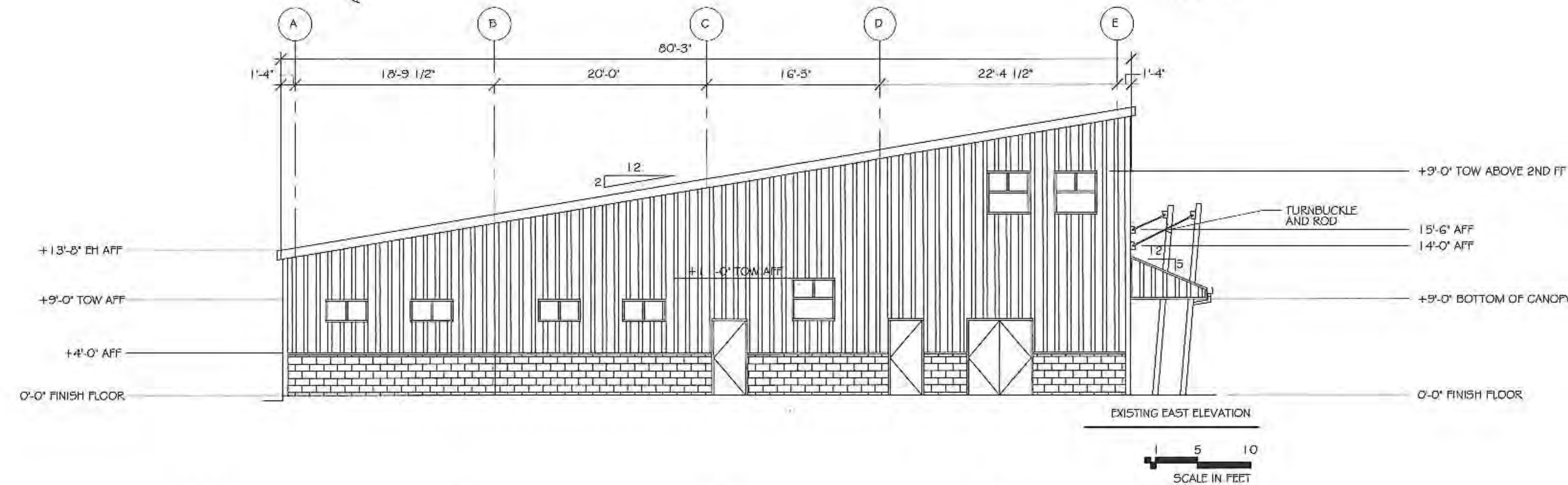
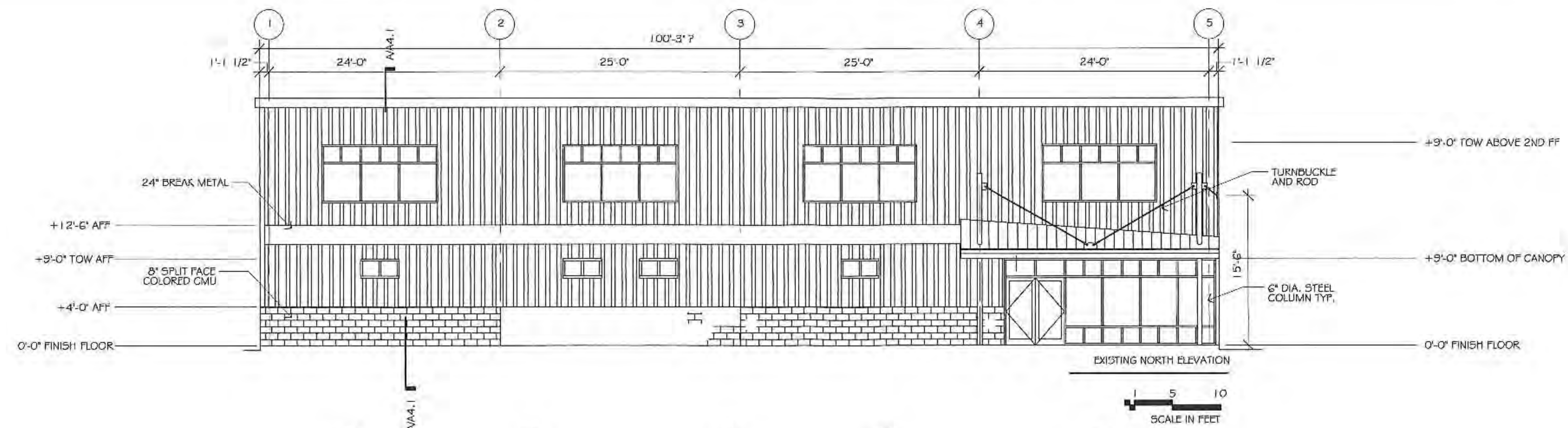
Sheet Contents:
Existing Site Plan

PARKING REQUIREMENTS
TOTAL OFFICE BUILDING AREA = 11,750 SF
PARKING REQUIRED - 4 PARKING STALLS FOR 1,000 SF
47 STALLS REQUIRED AND 51 PROVIDED

BROOKS MIDDLETON, ARCHITECT
2415 T Avenue Suite 202 Anacortes WA 98221

A1.1

SCHEMATIC



Project Name:
Swinomish Opoid Treatment
Center

Architect's Project Number:
1610

Project Address:
8212 S. Marsh Point Road
Anacortes, WA 98221

Owner:
Swinomish

Owner's Address:
xxxxxx
Anacortes, WA 98221

Drawn:
10 October 2016

Revised:
00

Sheet Contents:
Existing Elevations

BROOKS MIDDLETON, ARCHITECT
360 293 0106
2415 T Avenue Suite 202 Anacortes WA 98221

A3.1

PRELIMINARY