

ANACORTES PLANNING COMMISSION



OCTOBER 26, 2016

Municipal Building Council Chambers

6th Street and "Q" Avenue

AGENDA

6 P.M.

1. **Site Visit : 4:00 PM – meet at eastern terminus of Skyline Way.** No testimony will be taken at the site visit. At the conclusion of the site visit, the Planning Commission will open the public hearing on this matter at the regularly scheduled October 26, 2016 evening meeting.
2. **Roll Call**
3. **Minutes of October 12, 2016**
4. **Correspondence**
5. **Old Business**
No old business
6. **New Business**
 - a. **Public Hearing** - Mousel 2-story building; 1st floor restroom serving the marina; 2nd floor apartment; SSDP, & land use CUP; SDP-2016-1003

The City of Anacortes encourages people with disabilities to participate in public meetings.
For assistance with special needs, please contact Cherri Kahns at 360-299-1950 at least 48 hours prior to this meeting.



Planning Commission Meeting Minutes for –October 12, 2016

Chair Laumbattus called the Meeting of October 12, 2016 to order at approximately 6 p.m.

Roll Call

Members Present: Commissioners Laumbattus, Oppel, Moffitt, McNett, Mount, and Cleland McGrath.

Minutes

Meeting minutes of September 14 were approved as read.

Correspondence

No correspondence was presented.

New Business

Public Hearing – Amend Code Regarding State Licensed Marijuana Producers

Darcy Swetnam, City Attorney, explained Medical Marijuana Cooperatives. There is currently a moratorium in place for marijuana cooperatives, which allow up to 60 plants grown cooperatively in a residential area for medical marijuana patients within one operation. The City is proposing prohibition of all medical marijuana cooperatives. Individual patients would still be able to grow up to 15 plants in their home.

Commissioner McNett requested clarification on the benefit of the cooperative if patients can still grow up to 15 plants. Ms. Swetnam responded by suggesting some patients may not have room in their home and another patient may have extra space.

Chair Laumbattus asked if this is restricted to indoor growing. Ms. Swetnam stated that the state requires growing indoors.

Commissioner Cleland-McGrath questioned why two patients could still combine to grow up to 30 plants. Don Measamer, City Director, clarified that it allows a patient to help another that does not know how or cannot do it on their own, and they both must be patients.

With no comments, the public hearing closed.

Chair Laumbattus made a motion to prohibit marijuana grow cooperatives. Commissioner Oppel seconded. The motion passed unanimously.

New Business

Public Discussion - Municipal Code Amendments

Don Measamer, City Director, presented updates to code for the next year. The updates include the growth management act periodic update requirements for critical areas regulations. More information will be provided on the City website that will inform the public of all City code updates and a preliminary schedule. Mr. Measamer suggested that at least 3 Commissioners hold a workshop for the public.

Ms. Swetnam presented on Title 19, Unified Development Code Ordinance, which should place all development codes in one location, remove inconsistencies, and clarify requirements. Ms. Swetnam provided a draft table matrix showing how land uses and procedures are structured, including the introduction of a hearing examiner and new duties for Planning Commissioners.

Commissioner Moffitt questioned the timeline for code enforcement updates. Ms. Swetnam stated that it will most likely be a part of the Title 20 update.

Chair Laumbattus questioned the verbiage “appropriate appeal fees”, as appeals have not previously had fees. Ms. Swetnam clarified that it was included for future discussion.

Commissioner Oppel requested clarification on the level 1 versus level 2 variances. Ms. Swetnam stated that levels separate variances by complexity, simplifying the process for simple variances. Levels have not yet been defined.

Commissioner Oppel requested specific significant differences in the matrix allowances. Mr. Measamer suggested significant changes as those moving short subdivisions administrative decisions up to 4 lots, instead of 9 lots, and the introduction of a hearing examiner for certain land uses as significant changes.

Chair Laumbattus requested comments at this time.

Gene Derig, 1302 K Avenue. Mr. Derig does not support including an appeal fee.

Patrick O’Hearn, 11039 Post Drive. Mr. O’Hearn is concerned with the public’s capability to appeal a type 1 project if there is no notice for a project. Mr. Measamer clarified that there are no current notice requirements for boundary line adjustments, and that will be researched with the code updates. Mr. O’Hearn does not support removing the Board of Adjustments. Ms. Swetnam clarified that if a hearing examiner is not used, the Board of Adjustments would be in its place within the matrix table.

Chair Laumbattus called the meeting to a close at approximately 6:50 p.m.



Planning Commission Agenda Bill

Meeting Date: 10/26/2016 Agenda Item: 5A

Subject: Mousel Investments Two-Story Building

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: At 6:00 PM on Wednesday, October 26, 2016, an open-record public hearing will be conducted concerning a Shoreline Substantial Development Permit (SSDP) and land use type of Conditional Use Permit to permit the construction of a 22' X 30' two-story building onsite. The proposed building's first floor would contain a private restroom with showers, laundry facilities, and storage therein to serve Bayside Moorage, a private marina. The second floor of the proposed building would consist of a single-family residence / one bedroom apartment for use by the dock-master. Bayside Moorage is an existing private marina with fifty (50) boat slips. Please note, a site visit is scheduled for 4:00 PM prior to the hearing. Meet at the east terminus of Skyline Way.

Recommendation: The Department of Planning, Community, and Economic Development recommends that the Planning Commission approve the subject Shoreline Substantial Development Permit & land use type of Conditional Use Permit subject to staff's suggested conditions of approval.

Attachments: Draft Planning Commission's Findings of Fact, Conclusions of Law, Recommendation, and Exhibits

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

[Exhibit #01, Master Permit Application, JARPA, & Narrative,](#)

[Exhibit #02, Notice of Application & Hearing](#)

[Exhibit #03, Agency & Department Comments Received](#)

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

[Exhibit #05, City of Anacortes GIS Map & Assessor's Information](#)

[Exhibit #06, Site Plan & Elevations](#)

Exhibit #07, Site Photos

Exhibit #08, Inadvertent Discovery Plan

Exhibit #09, Skyline Division #19, Skyline Way –Private /Public

Exhibit #10, Bayside Short Plat



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

**OPEN-RECORD
PUBLIC HEARING:**

Wednesday, October 26, 2016, @ 6:00 PM

SITE VISIT:

Wednesday, October 26, 2016, @ 4:00 PM

FILE NUMBERS:

SDP-2016-1003

PROJECT LOCATION:

East terminus of Skyline Way

The project site is located in a portion of Section 27; Township 35 North; Range 01 East; Willamette Meridian.

**APPLICANT/
LANDOWNER:**

Harold Mousel
Mousel Investments, LLC
13827 Donnell Road
Anacortes, WA 98221

AGENT:

John Hoxeng, PLS
Schemmer Consulting Group
301 30th Street, Suite C
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 Shoreline Substantial Development Permit (SSDP) and land use type of Conditional Use Permit (CUP)

to permit the construction of a 22' X 30' two-story building onsite. The proposed building's first floor would contain a private restroom with showers, laundry facilities, and storage therein to serve Bayside Moorage, a private marina. The second floor of the proposed building would consist of a single-family residence / one bedroom apartment for use by the dock-master. Bayside Moorage is an existing private marina with fifty (50) boat slips.

SUBJECT PARCEL: Parcel #: P32370

EXISTING LAND USE: The proposed two-story building would be located within a parking lot's landscape area that serves both an adjacent marina and condominium complex.

CURRENT ZONING & COMP.

PLAN DESIGNATION: Commercial Marine (CM) Zoning District

SURROUNDING ZONING & LAND USES:

Direction:	Zoning:	Present Land-Use:
North:	Commercial Marine	Marina
South:	Commercial Marine	Parking Lot & Condominiums
East:	Commercial Marine	Parking Lot & Condominiums
West:	Commercial Marine	Parking Lot

SHORELINE ENVIRONMENT/

DESIGNATION: Urban

DRAFT FINDINGS OF FACT:

I. GENERAL BACKGROUND:

- A. The project site is located in the City of Anacortes' Commercial Marine (CM) Zoning District and Urban Shoreline Environment.
- B. In 2015, the applicant applied for both a Shoreline Substantial Development Permit and Shoreline Variance (SDP-2015-0004) to permit the construction of a single-story restroom on the subject property to serve Bayside Moorage in the approximate location where the existing portable toilet and garbage dumpster is located at today. The Planning Commission however denied the subject application as commissioner's determined it didn't meet the criteria of approval for a shoreline variance.
- C. On January 26, 2016, the applicant's agent met with city staff to discuss the subject proposal during a pre-application conference (PRE-2016-0002).

- D. The applicant /agent conducted a neighborhood meeting on April 11, 2016, concerning the subject proposal.
- E. On August 12, 2016, the applicant applied for a Shoreline Substantial Development Permit (SSDP) and land use type of Conditional Use Permit (CUP) to permit the construction of a 22' X 30' two-story building onsite. The proposed building's first floor would contain a restroom, showers, laundry facilities, and storage to serve Bayside Moorage, a private marina. The second floor of the proposed building would consist of a single-family residence / one bedroom apartment for use by the dock-master. No modifications to code are proposed.
- F. An existing portable toilet located onsite today serves the restroom needs of patrons of Bayside Moorage. As conditioned below, the portable toilet would be removed from the subject property before certificate of occupancy is issued.
- G. The subject application was reviewed by PCED and deemed complete on August 29, 2016.
- H. Bayside Moorage is an existing private marina with fifty (50) boat slips. Bayside Moorage is separated by a parking lot from Bayside East Condominiums, a 16 unit apartment complex consisting of four 3 bedroom units and twelve 2 bedroom units.
- I. The existing parking lot is not shared. Each property [Bayside Moorage & Bayside East Condominiums] is separately owned and is responsible for their own parking spaces.
- J. A mutual access and utilities easement straddles the boundary line separating the marina and condominium complex.
- K. Skyline Way is a public right-of-way from Sunset Avenue south until approximately Cabana Lane (**See Exhibit #9**).
- L. Cumulatively, the subject property is 2.92 acres or 127,223 square feet in area. This area includes the area of the marina and land landward of the shoreline. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead.
- M. The thirty (30) day comment period ended at 5:00 PM on October 07, 2016, but comments were accepted up until the close of the public record at the open-record public hearing.
- N. The site plan associated with the proposed improvement is marked as **Exhibit #06**.

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

- A. A Notice of Application (NOA) and Notice of Hearing (NOH) was published in the Anacortes American Newspaper on September 7, 2016 (**See Exhibit #02**).

- B. On August 29, 2016, the NOA and NOH was also posted in two locations onsite.
- C. Additionally, on August 29, 2016, the NOA & NOH was posted on the city's website, at city hall, the library, and the local USPS office.
- D. On August 29, 2016, the NOA & NOH was mailed to owners of property within 300 feet of the subject property.
- E. Lastly, on August 29, 30, 2016, agencies and departments of jurisdiction were solicited for comment.

III. **CRITICAL AREAS REVIEW:**

- A. **FISH & WILDLIFE CONSERVATION AREAS:** As required by the City of Anacortes' Shoreline Master Program, the subject proposal was reviewed for proximity to Fish and Wildlife Conservation critical areas. However, according to a Shoreline Functional Assessment dated August 5, 2016, prepared by Advanced Environmental Solutions (AES), there will be no direct shoreline impacts associated with the project. The proposed two-story building will be 39.4 feet from the delineated ordinary high water mark (OHWM). Furthermore, AES stated that the existing shoreline buffer on the property and within its immediate vicinity although deemed stable, functionally is rated at low levels. No physical modifications to the shoreline's bulkhead or side banks are proposed. Since the shoreline buffer function is anticipated to remain unchanged at low levels post construction, the project is said to result in a "no net loss" in ecological function.
- B. **PRIORITY HABITATS & SPECIES:** Flounder Bay bounds the site to the north & east while Burrows Bay bounds the site to the south. Although marine waters may contain listed species & habitat, the project area is upland and meets the minimum twenty-five (25) foot "Urban" shoreline environment/ designation setback requirement as measured from the ordinary high water mark (OHWM).

The subject proposal is not anticipated to result in either direct or indirect effects to threatened or endangered terrestrial or marine species. The Washington State Department of Fish and Wildlife (WDFW) and the United States Fish and Wildlife (USFW) was also provided an opportunity to comment. No comment was received.
- C. **FLOODPLAIN:** The project site appears to lie within FEMA's "Zone X" (FIRM # 5303170060A; Panel 60 of 100) area. Zone X areas are areas that are determined to be outside the 0.2% annual chance floodplain.
- D. **CULTURAL RESOURCES:** During the 30-day comment period, comment was received (**See Exhibit #08**) from the Washington State Department of Archaeology and Historic Preservation (DAHP) requesting that an Inadvertent Discovery Plan (IDP) be prepared. This comment was forwarded to the applicant for action. Shortly thereafter, PCED received an IDP (**See Exhibit #08**) prepared

by Drayton Archaeology of Bellingham, Washington. Staff forwarded this IDP to DAHP for review and on October 6, 2016, PCED received an email /letter from DAHP that they concurred with the plan.

IV. AGENCY & DEPARTMENT COMMENTS RECEIVED:

Several comments were received from both agencies and departments of jurisdiction (See **Exhibit #03**). Comments received from both agencies and departments of jurisdiction have been made as conditions of approval.

V. PUBLIC COMMENTS RECEIVED:

Several comments were received from neighboring landowners with concerns expressed therein. Please see **Exhibit #04**. The public comments received have been summarized below with staff analysis provided.

SUMMARIZED CONCERN:		STAFF ANALYSIS:
1.	Location of building and removal of landscape area concern	The proposed building will be within a landscaped area. Although vegetation will be removed associated with the construction of this building, the applicant will be required to resubmit a revised landscape plan show how they will be meet the minimum requirement of landscaping per AMC Chapter 17.41
2.	Quiet neighborhood concern	The proposed building will be accessory to and serve an existing private marina. No additional boat slips are proposed. Construction will result in an increase of two parking spaces to the existing parking lot.
3.	Condo-minimizing the marina concern	The proposed building does not involve a condominium project.
4.	Perceived increase in noise, traffic, and people concern	If approved, the two-story building would result in the construction of two additional parking spaces for the proposed single-family residence /apartment located on the 2 nd floor. The restroom located on the first floor would be accessory to and serve an existing private marina. The restroom would not result in any increased traffic, noise, or people as it would replace the existing portable toilet located onsite.
5.	Upstairs apartment concern	As is proposed, the upstairs single-family residence / apartment would serve as a residence to a dock-master who would oversee the existing private marina.
6.	Blockage of view concern	The proposed 22' X 30' two-story building could potentially block some views for those condos located within close proximity to it. However, both the

SUMMARIZED CONCERN:		STAFF ANALYSIS:
		Anacortes Municipal Code and Shoreline Master Program do not regulate or protect view corridors. Additionally, the maximum permitted height in the CM zone and “Urban” shoreline environment is 35 feet. The proposed building would be 22’-1”.
7.	Off-street parking concern	As is discussed below, the existing private marina and proposed building meets the minimum number of off-street parking spaces required per AMC Chapter 17.46.
8.	Outdoor exterior lighting concern	As conditioned below, exterior lighting will be down-shielded.
9.	Location of garbage dumpster concern	The existing garbage dumpster will remain in place. However as conditioned below a new enclosure will be required.
10.	Aesthetics of new building concern	The applicant can voluntarily agree to build the proposed building in a similar architectural style as that of Bayside East Condos. The city however cannot require this.
11.	Private road concern	Skyline Way becomes a private road south of Cabana Lane. Access easements are provided across the subject property. Two additional parking spaces are required associated with the single-family residence /apartment on the 2 nd story of the proposed building. No additional off-street parking will be required or traffic will result from the construction of the restroom on the first story as it serves an existing 50 slip private marina.
12.	Perceived decrease in quality of life concern	The proposed building should not decrease the quality of life of any of the residents of the condominium complex. In fact, quality of life should increase with the removal of the portable toilet onsite, construction of a new restroom to serve the marina, and the addition of new landscaping provided associated with the project.
13.	Restroom odor concern	There should not be odors associated with the proposed restroom as it will be hooked up to the city’s sanitary sewer system. The private restroom will have flushable toilets, will replace the existing portable toilet, and be constructed to current code requirements.

VI. STATE ENVIRONMENTAL POLICY ACT:

- A. The subject proposal is exempt from SEPA environmental review pursuant to AMC 18.04.120(A)(3).

VII. SHORELINE MANAGEMENT ACT:

- A. The subject proposal lies within 200 feet of a shoreline of statewide significance and thus is subject to conformance with Washington State's Shoreline Management Act (RCW 90.58) and the City of Anacortes' 2010, Shoreline Master Program.
- B. The subject property is located in the "Urban" shoreline environment /designation of the 2010, Shoreline Master Program of the City of Anacortes. The proposed two-story structure however is outside of the "Urban" shoreline environment /designation's 25-foot setback requirement as measured from the Ordinary High Water Mark (OHWM).
- C. According to Table 5.1 of the City of Anacortes' 2010 Shoreline Master Program, both marinas and single-family residences are permitted uses within the "Urban" Shoreline Environment /Designation.
- D. A bathroom serving an existing marina is considered accessory to the marina and thus permitted outright. Single-family residences however require an approved land use type of Conditional Use Permit (CUP).
- E. The subject proposal however is not exempt from obtaining an approved Shoreline Substantial Development Permit (SSDP) per WAC § 173.27.040.
- F. According to AMC § 18.16.100(B)(2) "For each shoreline substantial development/conditional use/variance permit application an open-record public hearing shall be held before the Planning Commission. For project improvements valued at less than one million dollars on project sites less than three acres in size, the Planning Commission may approve, approve with conditions, or deny the permit unless an appeal of the planning commission's action is filed." The total cost or fair market value of the proposed project has been estimated to be \$50,000 in value and is on less than 3-acres. Therefore, the Planning Commission has decision-making authority for the subject shoreline permit application.

However, since a single-family residence /apartment is proposed above a restroom that would be accessory to and serve the adjacent marina, a land use type of Conditional Use Permit (CUP) is also required per AMC 17.21.040. The applicant has also requested that both permit applications (i.e., SSDP & CUP) be reviewed and processed concurrently. Therefore, since a Conditional Use Permit goes before both the Planning Commission and City Council, both permit applications in this case will do so.
- G. According to the Table 5.2 of the Shoreline Master Program (SMP), the maximum permitted height in the "Urban" shoreline environment/designation is thirty-five (35) feet above grade. The applicant however is proposing a height of

twenty-two feet and one inch (22'-1") above grade. Therefore, conformance with this requirement has been met.

- H. The setback requirement from the ordinary high water mark in the "Urban" shoreline environment /designation is twenty-five (25) per Table 5.2 of the SMP. The applicant however is proposing a setback of 39.4 feet from the OHWM. Therefore conformance with this requirement has been met.
- I. According to Table 5.2 of the SMP, the maximum permitted lot coverage in the "Urban" shoreline environment /designation is fifty (50) percent. The subject property cumulatively is 2.92 acres or 127,223 square feet in area. This area includes the area of the private marina and land landward of the shoreline. The applicant is proposing constructing a 22' X 30' (1320 SQ') two-story building which is approximately 660 square feet in lot coverage. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead. Therefore, conformance with this requirement has been met.
- J. There is no maximum permitted percentage of impervious surface in the "Urban" shoreline environment /designation per Section 5.10 of the SMP.
- K. The subject proposal is/is not consistent with the Washington State's Shoreline Management Act and City of Anacortes' 2010, Shoreline Master Program and development regulations listed therein for developments within the "Urban" shoreline environment /designation.

VIII. ZONING ORDINANCE/CODE:

- A. 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.
- B. The subject property is located in the Commercial Marine (CM) Zoning District.
- C. Pursuant to AMC § 17.21.010, The Commercial Marine (CM) Zoning District is "established in recognition of the unique and irreplaceable nature of certain marine sites within Anacortes, and creates a special commercial district providing for the establishment of such uses as marinas, boat docking facilities, and other commercial enterprises where orientation to navigable waterways and tourism trade is of prime importance. Uses in this district are intended to serve the needs of marine oriented and tourist activity, and not to create large scape commercial centers providing basic goods and services to the entire community."
- D. According to AMC 17.21.040, in the CM Zoning District both public/private marinas and public/private parking land uses are permitted outright. A bathroom serving a marina is considered accessory to the marina and thus permitted in the zone. Single-family residences /apartment however require an approved land use type of Conditional Use Permit (CUP).

- E. Pursuant to AMC 17.46.020, boat moorage requires one (1) off-street parking space per 2 docking slips. The existing marina consists of fifty (50) moorage slips. Therefore, the required number of off-street parking spaces for the marina is twenty-five (25). The proposed bathroom serving the marina does not require any additional parking spaces. However, the single-family residence /apartment above does require two (2) additional spaces. So, cumulatively twenty-seven (27) parking spaces are required for the subject proposal and existing marina. Thirty-nine (39) parking spaces currently existing on the site. Therefore, conformance with the minimum number of off-street parking spaces per AMC 17.46.020 has been met.
- F. The subject parcel is 2.92 acres. There is no minimum lot size however in the CM Zone per AMC 17.21.050.
- G. Pursuant to AMC 17.21.060, there is no minimum setback requirement except ten (10) feet when the property line adjoins a different zone which has required setbacks or twenty (20) feet from a right of way. Conformance with this requirement has been met as the entire area is zoned CM and Skyline Way adjacent to the project site is private –not public.
- H. The maximum permitted land coverage in the CM Zone is fifty (50) percent. The subject property is 2.92 acres or 127,223 square feet in area. This area includes area of the private marina and land landward of the shoreline. The applicant is proposing constructing a 22' X 30' (1320 SQ') two-story building which is approximately 660 square feet in lot coverage. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing bulkhead. Therefore, conformance with this requirement has been met.
- I. According to AMC 17.21.090, the maximum permitted height in the CM Zone is thirty-five (35) feet. According to the applicant's plans, 22'-1" is proposed.
- J. Per AMC 17.21.070, the maximum permitted density in the CM Zone is twenty-eight (28) dwelling units per gross acre. One single-family residence /apartment is proposed above the bathroom. The subject property is 2.92 acres or 127,223 square feet in area. However, this area includes both the area of the private marina and land landward of the shoreline. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property is landward of the existing bulkhead. The proposed density is 1.85 dwelling units per acres (1 DU /0.54 acre). Therefore, conformance with this requirement has been met.
- K. Anacortes Municipal Code Chapter 17.41 regulates landscaping within the city limits of the City of Anacortes. According to AMC 17.41.020(G), in the CM Zone the minimum percent to be landscaped is fifteen (15) percent. According to the Shoreline Functional Assessment prepared by AES, 23,344 square feet of the subject property consists of land landward as measured from the existing

bulkhead. Fifteen (15) percent of the site equals 3,501.60 square feet. According to the Shoreline Functional Assessment prepared by AES, 3533 square feet or 15.1% of the site will be landscaped with vegetation native to Western Washington. Conformance with this requirement has been met.

L. According to AMC 17.10.100(B)(2), Conditional Use Permits shall be granted by the City only if the applicant can demonstrate the following:

- 1. The conditional use is designed in a manner which is compatible with the character and appearance of the existing, or proposed, development in the vicinity of the subject property and is consistent with the purpose of the zone in which the subject property is located;**

STAFF ANALYSIS:

The proposed two-story building has been designed to be compatible with the character and appearance of the existing development. The proposed two-story building that would have a restroom on the first floor and a single family residence /apartment above it would sit within a landscape area in a parking lot surrounded by a two-story condominium complex and marina. The bathroom would be private and serve only patrons of the marina.

- 2. The location, size and height of buildings, structures, walls and fences, and screening vegetation for the conditional use shall not hinder neighborhood circulation or discourage the permitted development or use of neighboring properties;**

STAFF ANALYSIS:

The proposed two-story building will be located within a landscape area surrounding an existing parking lot. It will not hinder neighborhood circulation nor discourage permitted development or uses of neighboring properties. In fact, the proposed bathroom is a permitted use within both the underlying CM Zoning District and the SMP's Urban Shoreline Environment and associated regulations. The single-family residence /apartment above is the only use that requires a land use type of Conditional Use Permit. As conditioned below, additional landscaping will be required and the entrances to the bathroom screened.

- 3. The conditional use is designed in a manner that is compatible with the physical characteristics of the subject property;**

STAFF ANALYSIS:

The proposed two-story building will be designed to be compatible with the adjacent and existing condominium complex.

- 4. Requested modifications to standards are limited to those which will mitigate impacts in a manner equal to or greater than the standards of this title or will not be detrimental to the surrounding neighborhood;**

STAFF ANALYSIS:

No modifications to code are proposed. The construction of the proposed two-story building will not be detrimental to the surrounding neighborhood. In fact, the first story of the building will be a restroom with showers, laundry facilities, and storage therein to serve Bayside Moorage, a private marina. Currently, those patrons of the marina utilize a portable toilet that is located east along the spit. The new restroom would replace the portable toilet and result in it being removed from the subject property.

- 5. The conditional use is not in conflict with the health and safety of the community;**

STAFF ANALYSIS:

The construction of one (1) single-family residential unit/condo above a bathroom accessory to and serving an existing marina does not create a conflict in the community /neighborhood health and safety. In fact the construction of a bathroom improves the community's health and safety by providing a sanitary place for patrons of the existing marina to use bathrooms and associated showers.

- 6. The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood, and adequate pedestrian and vehicular connections to the arterials and adjacent areas as well as appropriate circulation within the project are provided consistent with city policies and standards for circulation patterns in the area;**

STAFF ANALYSIS:

The proposed two-story building will not impede either pedestrian or vehicular traffic. Additionally, except for the proposed single family residence /apartment above the bathroom, the use will not result in additional traffic as the bathroom will serve an existing marina with a fixed number of slips therein. Two (2) additional parking spaces will be required for the single-family residence /apartment. Additionally, the existing parking lot is not shared. Each property [Bayside Moorage & Bayside East Condominiums] is separately owned and is responsible for their own parking spaces.

- 7. The conditional use will be supported by adequate public facilities or**

services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts on such facilities; and

STAFF ANALYSIS:

The proposed two-story building will be served by public facilities including city potable water and sanitary sewer.

8. The conditional use is in compliance with the Comprehensive Plan.

STAFF ANALYSIS:

The subject conditional use permit will be in compliance with both the city's comprehensive plan and municipal code.

- M. The subject proposal **is/is not** consistent with the above development regulations.

IX. CONCLUSIONS OF LAW:

- A. The public notice requirements for both the land use type of Conditional Use Permit and Shoreline Permit as required by AMC 17.10.100 and 18.16.050 respectively have been complied with.
- B. 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.
- C. The project **is/is not** consistent with both the Commercial Marine (CM) Zoning District; the "Urban" shoreline environment /designation; the general goals, policies and development regulations of the Anacortes Shoreline Master Program; the Shoreline Management Act; 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.

X. STAFF RECOMMENDATION:

The Department of Planning, Community, and Economic Development recommend that the subject Shoreline Substantial Development Permit (SSDP) and land use type of Conditional-Use Permit be approved by the Planning Commission subject to staff's suggested conditions of approval listed below.

XI. DECISION:

Based on the foregoing information and analysis, the application material submitted by the applicant, and the City regulatory authority to implement the policies, standards, and the regulations of the Shoreline Master Plan, Comprehensive Plan, and the Anacortes Municipal

Code (AMC), the Planning Commission hereby recommends **approval, approval with conditions, or denial** of the subject shoreline substantial development permit (SSDP) and land use type of Conditional Use Permit to the City Council subject to the conditions of approval listed below.

XII. CONDITIONS OF APPROVAL:

1. The scope of the project shall not exceed that as set-out in the shoreline and conditional use permit applications (including attachments), and in accordance with the determinations made and conditions imposed. **Exhibit 6** shall be the approved site plan.
2. The project shall comply with all applicable Shoreline Master Program regulations, including but not limited to, Chapter 5, Shoreline Environments & Associated Policies and Regulations, Chapter 6, Environmental Protection General Regulations, Chapter 8, Specific Use Policies and Development Regulations, and Chapter 9 Specific Shoreline Modification Policies and Development Regulations.
3. A building permit(s) with the City of Anacortes' shall be secured prior to work.
4. 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.
5. Development shall comply with AMC § 18.16.130 regulating the time limit for shoreline permits as follows:
 - A. Construction, or substantial progress toward completion, must begin within two (2) years after approval of the permit. Substantial progress toward construction shall include, but not limited to, the letting of bids, making of contracts, purchasing of materials involved in development, but shall not include development or uses which are inconsistent with the Shoreline Management Act or the city's master program. In determining the running two-year period hereof, there shall not be included the time during which development was not actually pursued by construction and the pendency of litigation reasonably related thereto made it reasonable not to so pursue; provided, that the city may, in its discretion, extend the two-year time period for a reasonable time based on factors, including the inability to expeditiously obtain other governmental permits which are required prior to the commencement of construction.
 - B. Five-Year Permit Authorization. If construction has not been completed within five years of approval by the City of Anacortes, the city will review the permit, with prior notice to parties of record, and, upon showing of good cause, either extend the permit for one additional year, or terminate the permit. Prior to the city authorizing any permit extensions, it shall notify any

parties of record and the Department of Ecology. Note: Only one single extension is permitted.

6. If any artifacts or human remains are found upon excavation, the Samish Indian Nation; the City of Anacortes' Department of Planning, Community, & Economic Development; and the State of Washington's Department of Archaeology and Historic Preservation (DAHP) shall be immediately notified and the work in the immediate area cease. Pursuant to RCW § 27.53.060 it is unlawful to destroy any historic or prehistoric archaeological resources. RCW 27.44 and § 27.53.060 require that a person obtain a permit from the Washington State Department of Archaeology and Historic Preservations before excavating, removing, or altering Native American human remains or archaeological resources in Washington.
7. Development shall comply with the Inadvertent Discovery Plan (IDP) dated September 23, 2016, prepared by Drayton Archaeology. A copy of the IDP shall be onsite during construction.
8. Development shall comply with the requirements of the City of Anacortes' Planning, Community, and Economic Development Department (PCED) including but not limited to as follows:
 - A. The proposed structure shall be setback a minimum of twenty-five (25) feet from the ordinary high water mark (OHWM) per the City's SMP.
 - B. Orange construction fencing shall be installed at the project boundary's clearing limits.
 - C. Before building permit application submittal or approval is given, a parking plan shall be submitted to the PCED that shows how conformance with AMC Chapter 17.46 is being met.
 - D. Any proposed outdoor or exterior building lighting shall be down-shielded preventing glare and light trespass.
 - E. The applicant shall construct a new enclosure for the garbage dumpster and recycling. The garbage dumpster and recycling shall remain in their existing location due to site constraints and garbage truck turning and backing-up limitations.
 - F. A certificate of occupancy (CO) shall not be issued for the two-story building until PCED has deemed that all required improvements (landscaping, etc.) are in place and meet minimum standards.
 - G. If applicable, the proposed two-story building shall meet basic design standards per AMC 17.21.110.
 - H. The new building will be required to obtain a new water meter from the city and tight-line storm-water drains to the city's storm-water system.
 - I. The existing portable toilet shall be removed prior to the certificate of occupancy being issued.

- J. Landscaping shall comply with the landscape plan that was prepared by AES on August 5, 2016, as part of the Shoreline Functional Assessment.
9. Development shall comply with the requirements of the City of Anacortes' Public Works Department including but not limited to:
- A. All public utilities will need easements for access and maintenance.
10. An erosion and sedimentation control plan /small parcel storm water plan shall be submitted to the City with a permit application for activities that involve the removal of vegetation, stockpiling of earth or other materials, or any activity that could result in shoreline erosion or siltation. Said program shall conform to the City of Anacortes' Engineering Design Standards and shall at a minimum, utilize Best Management Practices (BMPs) to prevent shoreline erosion and siltation.

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

**CITY OF ANACORTES, WASHINGTON
PLANNING COMMISSION**

By _____
Marty Laumbattus, Planning Commission Chair

APPEALS:

Appeals shall be filed in accordance with AMC § 17.10.100, 18.16.100 and/or § 18.16.110, as applicable.

EXHIBITS:

EXHIBIT NUMBER:	NAME OF EXHIBIT:
Exhibit #01	Master Permit Application, JARPA, & Narrative
Exhibit #02	Notice of Application & Hearing
Exhibit #03	Agency & Department Comments Received
Exhibit #04	Public Comments Received
Exhibit #05	City of Anacortes' GIS & Assessor's Info
Exhibit #06	Site Plan & Elevations
Exhibit #07	Site Photos
Exhibit #08	Inadvertent Discovery Plan
Exhibit #09	Skyline Division #19, Skyline Way –Private /Public
Exhibit #10	Bayside Short Plat

EXHIBIT #01:

MASTER PERMIT APPLICATION, JARPA, & NARRATIVE

Bayside Moorage

Narrative to support a Shoreline Substantial Development Permit and a Zoning Conditional Use Permit

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Introduction

The owner would like to build a two story building to serve the Bayside Moorage Marina. The ground story will contain separate men's and women's restrooms, showers, a clothes washer and drier, and a storage area. The second story will contain a one bedroom dockmaster's apartment.

In 2015 the applicant applied for a Shoreline Substantial Development Permit and a Shoreline Variance to build a single story restroom on this parcel. Refer to SDP-2015-0004. This request was turned down by the Planning Commission.

Both public commenters and the Planning Commission members stated a preference to have the new building located closer to the west end of the parcel. This new location was chosen to accommodate those preferences.

Relationship with Bayside-East Condominium

To avoid any potential confusion we would like to clarify the relationship between Bayside-East Condominium and Bayside Moorage (aka "the marina"):

This is simply a neighbor to neighbor relationship. The marina is not a member of the Bayside-East Condominium and has no ownership interest in it. Likewise the condominium has no ownership interest in the marina.

Access

A mutual access and utilities easement straddles the boundary line separating the marina and the condominium. Neither party has legal right of access extending beyond this easement. This easement is shown and labelled on the site plan.

Landscaping

For details regarding landscaping improvements refer to the landscaping plan and the Shoreline Functional Assessment prepared by Advanced Environmental Solutions.

Parking Analysis

The area between the marina and Bayside East Condominium is covered with an asphalt parking lot. The parking spaces are not shared. Each property is responsible for their own parking spaces. These parking spaces may be legally accessed via the shared access easement.

For convenience, the parking requirements from AMC 17.46.020 are listed on the following page.

Parking analysis of Bayside Moorage

- Bayside Moorage is required to have 25 parking spaces to serve 50 moorage slips.
- The proposed building requires 2 spaces (1.2 per unit).
 - A new space is being added, adjacent to the new restroom
 - An existing space will be converted to handicapped and designated for the new building
- This results in a requirement of 27 spaces (25 for the marina plus 2 for the new building).
- They currently have 39 spaces (3 of which are oversize). The new space makes 40.
- Therefore after construction of the new restroom/apartment, Bayside Moorage will exceed the requirement by 13 spaces (40 minus 27).

Parking analysis of Bayside East Condominium

- Bayside East Condominium is a 16 unit apartment condominium consisting of (4) 3 bedroom units and (12) 2 bedroom units.

Resulting in:

- Total required spaces: 27 (Applying ratios from AMC 17-46-020.)
- Current spaces: 32 (16 garage spaces plus 16 outdoor spaces).
- Exceeds requirement by: 5 spaces.

AMC 17.46.020

17.46.020 - Spaces required.

The minimum number of off-street parking shall be determined in accordance with the following table, except where the minimum number of off-street parking spaces is varied by the planning commission (appealable to city council) with a documented finding that the overall parking situation in the project vicinity will not be adversely affected. One bicycle rack space shall be provided for every five parking spaces.

Use	Parking Spaces Required
Auditorium/assembly room/exhibition hall/theater/commercial recreation	1:4 fixed seats or 10:1,000 net square feet (nsf*) if no fixed seats
Boat moorage, public or semi-public	1:2 docking slips
Boat storage	1:3 storage spaces
Funeral home/mortuary/religious inst.	1:5 seats
Hospital/in-patient treatment, outpatient surgical facility	1:patient bed
Hotel/motel	1:guest room
Manufacturing/assembly	1.5:1,000 nsf
Adult concessions:	
Adult entertainment	1:3 seats plus 1 space for every 2 employees on largest shift, or 1:100 nsf whichever is greater
Adult panorama theater or arcade	1:2 panorama device, or 1:300 nsf, whichever is greater
Adult retail	5:1,000 nsf
Office	4:1,000 nsf
Personal services:	
Without fixed stations	3:1,000 nsf
With fixed stations	1.5:station
Residential:	
Single-family detached	2:unit
Multiple-unit structure:	
One-bedroom or studio unit	1.2:unit
Two-bedroom unit	1.6:unit

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Three or more bedroom unit	1. unit 8:
Restaurant	14:1,000 nsf
Retail/mixed retail/shopping center uses:	
Less than 15,000 nsf	5:1,000 nsf
More than 15,000 nsf	4:1,000 nsf
Senior housing:	
Nursing home	0.33:bed
Congregate care senior housing	0.5:unit
Senior citizen dwelling	0.8:unit
Rooming/board	1:rented room
Wholesale, warehouse	1.5:1,000 nsf

* Net square feet (nsf). The total number of square feet within the inside finished wall surface of the outer building walls of a structure, excluding major vertical penetrations of the floor (elevator and other mechanical shafts, stair wells), mechanical equipment, parking areas, common restrooms, common lobbies, and common hallways. Storage area is included in the net square feet calculation unless the property owner demonstrates that it cannot be converted to habitable space.

When a use is established which does not use a building, or which uses a very small building in relation to the number of vehicles reasonably expected, or has other unique parking requirements, the planning commission shall establish the number of spaces required to accommodate the reasonably expected parking demand generated by the use, with the decision appealable to the city council. Examples of such uses include, but are not limited to, passenger ferry service, boat tours, bicycle tours, car or truck rental, taxi service, boat transport services, cruise boat moorage, park-and-ride lot.

(Ord. 2794, § 1(Att. A), 12-15-2008; Ord. No. 2902, § 7, 5-6-2013)

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Lot coverage

Shoreline regulations. Lot coverage shall not exceed 50% of the gross area in the Urban Shoreline Environment. See Shoreline Master Plan, Table 5.2, shown below.

Anacortes zoning. In the Commercial Marine District maximum land coverage by buildings shall be fifty percent. See AMC 17.21.080.

TABLE 5.2. SHORELINE DEVELOPMENT STANDARDS MATRIX.

Environment Designation	Min. Resid. Lot Size (sq.ft.)	Lot Coverage % of Area ¹	Max. Height	Setback ²	
				Water-Dependent	Non-Water-Dependent
Shoreline Residential					
Burrows Bay (between east end of Croatian Way and Skyline Way)	7,500	35% ³	35'	0'	25'
All other remaining areas	8,000 or 7,500	35% ³	35'	0'	60' ⁶
Urban					
Burrows Bay (Skyline Marina to Washington Park)	Per Zoning ⁴	50%	35'	0'	25'
All other remaining areas	Per Zoning ⁴	50%	50'	0'	25'
Urban Maritime	NA	50%	50'	0'	25'
Conservancy	NA	25% ³	25'	0'	100'
Natural	NA	NA	NA	0'	100'
Aquatic	NA	NA	-- ⁵	NA	NA

¹ Lot Coverage: Buildings or structures in the Shoreline Area shall not occupy a greater percentage of a lot than indicated.

² Setback: Setback shall be the minimum distance measured in feet from the ordinary high water mark on a horizontal plane perpendicular to the shoreline.

³ The impervious surface limits on residential development located in Chapter 5, Sections 5.8 and 5.9, supersede general lot coverage standards in this table.

⁴ See underlying zoning for minimum residential lot size within Urban environment designation

⁵ See adjacent upland designation

⁶ See DR 5.9 for setback reduction criteria, if applicable

The lot (or land) coverage for the new building will be 1031 Sq. Ft. Two small equipment enclosures could be classified as buildings and add an additional 22 Sq. Ft. of coverage.

Lot coverage = 1031 + 22 = 1053 Sq. Ft.

Gross area = 127,223 Sq. Ft.

After construction, lot coverage will be less than 1% of the total gross area.

Utilities

A 4" sanitary sewer pipe will tie in to the existing manhole located in Skyline Way near the brick entrance gate to the property. The sewer is owned and operated by the City of Anacortes.

A 1" water line will connect the building to a nearby City of Anacortes water main Skyline Drive.

The roof and foundations drains for the new building will connect to the existing storm system.

Addressing the conditional use criterial outlined in 17.10.100 A.M.C.

Relevant code sections and applicant responses are printed below.

- 2.

A conditional use permit shall be granted by the city only if the applicant demonstrates that:

- a.

The conditional use is designed in a manner which is compatible with the character and appearance of the existing, or proposed, development in the vicinity of the subject property and is consistent with the purpose of the zone in which the subject property is located;

RESPONSE:

The building has been intentionally designed to be attractive and compatible with the surrounding property.

The use is consistent with the Commercial Marine Zone. Quoting from AMC 17.21.010 regarding the purpose of the Commercial Marine District: *"Uses in this district are intended to serve the needs of marine oriented and tourist activity, and not to create large scale commercial centers providing basic goods and services to the entire community."*

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b.

The location, size and height of buildings, structures, walls and fences, and screening vegetation for the conditional use shall not hinder neighborhood circulation or discourage the permitted development or use of neighboring properties;

RESPONSE:

The building is tucked away in the corner of the property and in no way impedes circulation. It does not interfere with the use of neighboring properties.

c.

The conditional use is designed in a manner that is compatible with the physical characteristics of the subject property;

RESPONSE:

The building is of high quality and is compatible with the surroundings.

d.

Requested modifications to standards are limited to those which will mitigate impacts in a manner equal to or greater than the standards of this title or will not be detrimental to the surrounding neighborhood;

RESPONSE:

We believe the building will not be detrimental to the surrounding neighborhood.

e.

The conditional use is not in conflict with the health and safety of the community;

RESPONSE:

This project in no way compromises the health and safety of the community.

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f.

The conditional use is such that pedestrian and vehicular traffic associated with the use will not be hazardous or conflict with existing and anticipated traffic in the neighborhood, and adequate pedestrian and vehicular connections to the arterials and adjacent areas as well as appropriate circulation within the project are provided consistent with city policies and standards for circulation patterns in the area;

RESPONSE:

The proposed building is not in a pedestrian path or driving lane. There is a parking lot adjacent to the building, which is normal and desirable.

g.

The conditional use will be supported by adequate public facilities or services and will not adversely affect public services to the surrounding area or conditions can be established to mitigate adverse impacts on such facilities; and

RESPONSE:

The building will increase facilities and services.

h.

The conditional use is in compliance with the comprehensive plan.

RESPONSE:

We have reviewed the Comprehensive Plan and feel that our project is exactly in keeping with the Commercial Marine District Goals and Policies.

Achieving Consistency with the 2010 Shoreline Master Plan Goals, Policies and Regulations

Relevant sections of the Shoreline Master Program and applicant responses are printed below.

CHAPTER 4 MASTER PROGRAM ELEMENTS: GOALS & POLICIES FOR THE ANACORTES SHORELINE MASTER PROGRAM

- 4.1 Introduction**
- 4.2 Shoreline Use Element**
- 4.3 Economic Development Element**
- 4.4 Circulation Element**
- 4.5 Public Access Element**
- 4.6 Recreational Element**
- 4.7 Conservation Element**
- 4.8 Restoration Element**
- 4.9 Historic, Cultural, Scientific and Educational Element**

4.1 Introduction

This section contains goals that form the foundation of the Shoreline Master Program and apply to all areas of Anacortes shoreline jurisdiction, regardless of the designated shoreline environment. The Shoreline Management Act requires cities to adopt goals, or “elements,” to guide and support major shoreline management issues. RCW 90.58.100(2)

4.2 Shoreline Use Element

A. Purpose

As required by 90.58.100(2)(d) RCW, this section addresses the proposed general distribution, location and extent of uses on shorelines and adjacent land areas for housing, business, industry, transportation, agriculture, natural resources, recreation, education, public buildings and grounds, and other categories of public and private uses of the land.

B. Goal

To establish and implement policies and regulations for land uses that are consistent with the requirements of the Act, the Shoreline Master Program Guidelines, and the GMA, and which promote a mixture of reasonable and appropriate shoreline uses that enhance the City's character, emphasize its connection with marine trades, foster its historic and cultural identity, protect environmental resources, and achieve a net ecosystem improvement over time.

RESPONSE:

This project is a reasonable and appropriate shoreline use. It does enhance the city's character.

C. Policies

Policy 4.2.1 Identify and designate those shoreline areas suited for particular long term uses, including conservancy, recreational, residential, commercial, and industrial.

RESPONSE:

Not applicable.

Policy 4.2.2 Avoid uses which would pre-empt preferred shoreline uses as contemplated by the Shoreline Management Act.

RESPONSE:

This project does not pre-empt another use.

Policy 4.2.3 Maximize water-dependent and water-related uses in appropriate locations.

RESPONSE:

This project is water-related.

Policy 4.2.4 Encourage marine trades and water-oriented uses that are in keeping with the historical character of the area.

RESPONSE:

This project is water-oriented and entirely in keeping with the character of the area.

Policy 4.2.5 Enhance public access and achieve no net loss of shoreline ecological functions by appropriately locating, designing, and operating all activities, development, and redevelopment.

RESPONSE:

Please refer to the shoreline assessment conducted by Advanced Environmental Solutions (attached separately).

Policy 4.2.6 Develop existing public view and access easements to facilitate public access to the water and to the shoreline and pursue additional public access opportunities. Private access opportunities are not limited by this policy.

RESPONSE:

Not applicable.

4.3 Economic Development Element

A. Purpose

As required by RCW 90.58.100(2)(a), this section addresses the location and design of industries, industrial projects of statewide significance, transportation facilities, port facilities, tourist facilities, commerce, and other developments that are particularly dependent on their location on or use of the shorelines of the state. This section provides consistent policies and plans which promote the State's constitutional reservation of harbor areas for use by commerce and navigation and are consistent with marine resource protection.

B. Goal

To foster a balanced, diversified, and sustainable marine oriented service in the local economy that contributes to Anacortes' high quality of life, through the protection and enhancement of the community's natural, historical, and cultural amenities, and the improvement of the financial well being of its residents.

RESPONSE:

The private marina is a marine oriented service that contributes to Anacortes' high quality of life.

C. Policies

Policy 4.3.1 Provide opportunity for development of water-dependent commercial and industrial uses, preferably at locations that are currently developed or at locations outside of critical habitat areas.

RESPONSE:

The marina is a currently developed water-dependent commercial use.

Policy 4.3.2 Plan so that deep water sites are available for uses requiring such sites.

RESPONSE:

Not applicable.

Policy 4.3.3 Establish multiple-use commercial and industrial sites for compatible, water-oriented development activities.

RESPONSE:

The marina is a water-oriented commercial site.

Policy 4.3.4 Encourage public access to the water and the shoreline in commercial areas.

RESPONSE:

Not applicable.

Policy 4.3.5 Maintain and improve existing water quality to make waters attractive to recreational users, and where appropriate, encourage uses complementary and compatible with recreational development.

RESPONSE:

This project is for recreational users.

Policy 4.3.6 Detailed consideration should be given to enhancing the habitat function of Fidalgo Bay to provide greater resource protection and improved opportunities for recreation, tourism, and commercial fisheries.

RESPONSE:

Not applicable. Not in Fidalgo Bay.

Policy 4.3.7 Support and maintain maritime industries and visitor services as significant components of the area economy.

RESPONSE:

Not applicable.

Policy 4.3.8 Give priority to new shoreline commercial and industrial development that is water-dependent or water-related or which provides a significant public benefit in the form of restoration of ecological functions, and enhancement of public access and for revitalization of historic resources.

RESPONSE:

Not applicable.

Policy 4.3.9 Strengthen the marine trades economy while protecting the natural environment and increasing public use of shoreline areas a. Maintain and enhance Anacortes' character as a working waterfront City by allowing marine-related commerce and industry in appropriate shoreline areas.

b. Assist the Port of Anacortes in the development and implementation of plans for Port properties that are consistent with the Growth Management Act and the Shoreline Master Program.

c. Plan and design shoreline open spaces that are compatible with marine-related industrial and commercial uses of shoreline areas. d. Promote the skill, motivation, and availability of

Anacortes' marine trade workforce as a regional resource of major importance to the City and County's economic future. e. Encourage governmental and non-profit agencies to work with

local firms to identify and transfer technology that can increase marine trade's competitiveness.

f. Encourage the creation of marine trade jobs, including jobs dependent upon traditional skills, construction techniques, and materials, such as: sail and canvas accessory manufacture; spar and rigging construction; marine-oriented carpentry; construction of wooden boats;

blacksmithing; and block-making and casting, as well as more modern skills and trades.

i. Support educational and vocational training efforts aimed at enhancing marine trades skills,

including mentorship and apprenticeship programs. ii. Promote marine trade enterprises on Port owned lands by working with the Port of Anacortes.

RESPONSE:

Not applicable.

Policy 4.3.10 The Fidalgo Bay Navigation Channel is a critically important deep water access to the marine industries located on the City's Fidalgo Bay industrial and commercial marine zones. The current employment level in these zones exceeds 1500 and has the potential to double over the next 20 years The Fidalgo Bay Navigation Channel should be maintained at its current federally authorized depth of -18 feet. The existing waterfront connections to this channel and the upland connections to the water access should be protected from encroachments (unless relocated to an adjacent location). Provided that impacts are fully mitigated, additional connections should be given the highest priority.

RESPONSE:

Not applicable.

4.4 Circulation Element

A. Purpose

As required by 90.58.100(2)(d) RCW, this section addresses the general location and extent of existing and proposed major thoroughfares, transportation routes, terminals, and other public utilities and facilities, all correlated with the shoreline use element.

B. Goal

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

C. Policies

Policy 4.4.1 Maintain and improve existing navigation channels to serve waterdependent uses and develop new navigation channels where appropriate. New navigation channels shall be adequately mitigated.

Policy 4.4.2 Motorized land transportation routes should be located as far as reasonably possible from the water's edge, except where needed to access water-dependent uses.

Policy 4.4.3 When possible, improve existing transportation facilities to enhance economic, recreational, and visual benefits to the public.

Policy 4.4.4 Assure that shore located activities provide sufficient parking in areas which avoid possible adverse impacts to water quality or shoreline views.

Policy 4.4.5 Require the installation of native vegetation adjacent to transportation facilities.

Policy 4.4.6 The City should protect the former Burlington Northern right-of-way from the railroad trestle to the Port marine terminal facilities for future transportation planning and development.

RESPONSE:

The specific policies listed are largely inapplicable. The project does not interfere with the Purpose and Goal of the Circulation Element.

4.5 Public Access Element

A. Purpose

This section makes provisions for public access to the shoreline as required by 90.58.100(2)(b) RCW.

B. Goal

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

C. Policies

Policy 4.5.1 Provide for public access to shorelines in City parks and recreation plans.

Policy 4.5.2 Increase opportunities for public view sites and identify publicly owned access areas through appropriate signing.

Policy 4.5.3 Use street ends abutting shorelines for public access and view easements, and develop lateral access along the waterfront connecting access points unless an alternative public access plan has been agreed to by the City.

Policy 4.5.4 Provide incentives for public shoreline access opportunities in private developments.

Policy 4.5.5 Encourage development of facilities (restaurants, shops, markets) which attract the public to appropriate shoreline areas.

Policy 4.5.6 Locate a public fishing pier along the Guemes channel with priority to co-locating with an existing facility; the location has yet to be determined.

Policy 4.5.7 Incorporate design standards for appropriate building design and landscaping including but not limited to height, bulk, scale, setbacks, signage, lighting, and preservation of view corridors to protect and enhance public access; encourage the use of native vegetation where landscaping is required.

Policy 4.5.8 Preserve and enhance shoreline access areas through acquisition, enhancement of shoreline street ends, signage of public access points, and designation and design of specific shoreline access areas for small vessels such as kayaks.

Policy 4.5.9 Promote a coordinated system of connected pathways, sidewalks, passageways between buildings, beach walks, and shoreline access points that increase the amount and diversity of opportunities for walking and chances for personal discoveries.

Policy 4.5.10 Provide access for a range of users including pedestrians, cyclists, boaters, and people with disabilities to the extent feasible.

Policy 4.5.11 Vary public access opportunities by providing a range from urban water walks to viewing platforms of natural areas.

Policy 4.5.12 Expand the amount and diversity of shoreline public access opportunities consistent with the character, functions, and values of the shoreline, private property rights, and public safety.

Policy 4.5.13 Encourage plans by existing industries and public agencies occupying waterfront lands, including the Port of Anacortes and Washington State Ferries, to provide as much public accessibility to the water as practicable, consistent with public safety, homeland security concerns, and the protection of shoreline ecological functions.

Policy 4.5.14 Develop a waterfront trail along the Guemes Channel connecting Washington Park to Downtown and the Tommy Thompson Trail, while providing protection of intact shoreline ecological functions or enhancement to shoreline functions where impaired conditions exist and where such enhancements are feasible.

RESPONSE:

The specific policies listed are largely inapplicable. The project does not interfere with the Purpose and Goal of the Public Access Element.

4.6 Recreational Element

A. Purpose

As required by 90.58.100(2)(c) RCW, this section provides for the preservation and enlargement of recreational opportunities, including but not limited to parks, tidelands, beaches, and recreational areas.

RESPONSE:

This project is an enlargement of a recreational opportunity.

B. Goal

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

RESPONSE:

The marina is a compatible existing use that should be developed and maintained.

C. Policies

Policy 4.6.1 Increase opportunities for water-oriented recreation in coordination with the Port of Anacortes and Skagit County.

RESPONSE:

The project enhances water-oriented recreation.

Policy 4.6.2 Develop priorities for acquisition of public recreation and access sites in shoreline areas, particularly those providing lineal access, and acquire sites through purchase or easements.

RESPONSE:

Not applicable.

Policy 4.6.3 Encourage development of private recreational facilities.

RESPONSE:

The building is a development on a private recreational facility and should be encouraged.

Policy 4.6.4 Provide a balance of active recreational and passive open spaces.

RESPONSE:

The project is accessory to an active recreational use.

Policy 4.6.5 Do not allow public recreation sites to exceed their capacity to sustain the recreation experience sought by visitors.

RESPONSE:

Not applicable.

Policy 4.6.6 Do not allow conflicting recreational uses to decrease a site's primary recreational value.

RESPONSE:

This project enhances the site's primary recreational value.

Policy 4.6.7 All uses abutting the Fidalgo Bay waterfront should provide a walkway that will constitute a segment of a continuous, publicly accessible esplanade (the walkway should be at least ten feet wide) unless an alternative public access plan has been agreed to by the City.

RESPONSE:

Not applicable.

Policy 4.6.8 Prohibit recreational facilities and activities that even after mitigation are reasonably projected to significantly degrade fragile shoreline ecosystems and ecological functions.

RESPONSE:

Not applicable.

Policy 4.6.9 Public recreation facilities should be planned and designed to augment and enhance private recreation facilities and vice versa.

RESPONSE:

Not applicable.

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

RESPONSE:

Somewhat or possibly applicable. The marina is a unique recreational area and it's current use should be continued. A restroom and dockmaster's quarters serves that purpose.

Policy 4.6.11 Recreational planning and development should recognize the wide variety of needs generated by the diverse local and regional population.

RESPONSE:

A private marina should be recognized as one of the variety of recreational needs referred to.

Policy 4.6.12 Commercial recreational developments should conform to relevant regulations contained in this Shoreline Master program.

RESPONSE:

The applicant is conforming to the regulations.

Policy 4.6.13 Recreational developments, public and private, should be located, constructed, and operated so as not to be a hazard to public health and safety nor should they materially interfere with normal public use of the water and shorelines.

RESPONSE:

The project is on private property and does not interfere with normal public use. It will not be a hazard to public health.

4.7 Conservation Element

A. Purpose

This section addresses the preservation of natural resources, including but not limited to scenic vistas, aesthetics, and fish and wildlife habitat that are required by 90.58.100(2)(f) RCW.

B. Goal

To preserve, protect, enhance and restore shoreline natural resources including scenic vistas, aesthetics, estuaries, beaches, shorelines, fragile ecological areas, fish and wildlife habitats, native vegetation and landforms, water, and air.

C. Policies

Policy 4.7.1 Preserve, protect, enhance and restore critical areas and shoreline ecological processes and functions through regulatory and nonregulatory means that may include required vegetated shoreline setbacks, acquisition of key properties, regulation of development, and incentives to encourage ecologically sound design and maintenance.

Policy 4.7.2 Locate, design, construct, and operate development so as not to degrade water quality as measured by state water quality standards.

Policy 4.7.3 Achieve no net loss of shoreline ecological functions. This shall be accomplished by the use of Mitigation Sequencing, as defined, and as provided by WAC 173-26-201(2)(e).

Policy 4.7.4 Identify unique and sensitive shoreline areas for permanent protection.

Policy 4.7.5 Develop and apply appropriate conservation practices in public shoreline areas.

Policy 4.7.6 Establish a “significant areas” acquisition fund designed to provide for acquisition and public land banking of privately-held priority properties as a “development mitigation” strategy.

Policy 4.7.7 Develop and design performance standards which will minimize detrimental impacts of development upon the shoreline.

Policy 4.7.8 Encourage study and monitoring of waters and shoreline habitats; maintain awareness of existing conditions and future alterations.

Policy 4.7.9 In conjunction with State regulatory and resource agencies, affected tribes, and the County, establish clear requirements for mitigating development-related impacts to resources. These could include a preapproved set of mitigation projects, activities and strategies upon which permit applicants could focus their mitigation plans.

Policy 4.7.10 Support research and demonstration efforts designed to create new eelgrass beds which, if successfully developed, could serve as an eelgrass mitigation bank.

Policy 4.7.11 All soils disturbed by use activities, and which are potentially erodable or unstable should be stabilized through seeding, mulching, terracing or other effective means.

Policy 4.7.12 Development on unique or fragile shoreline areas should be avoided unless it can be shown in the proposal that development will not degrade the shoreline, or that the development will enhance public use of shoreline resources while fully mitigating for impacts to fragile areas.

Policy 4.7.13 Shorelines are to be kept free of discarded waste materials.

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

Policy 4.7.15 The City shall ensure that permit approval from the U.S. Department of the Army, Corps of Engineers, is secured for all construction and work performed in navigable waters of the United States; permit approval of this agency is also required for the discharge of dredged or fill material on wetlands adjacent and contiguous to navigable waters of the United States.

Policy 4.7.16 Mitigation for all proposed shoreline development should comply with Mitigation Framework requirements (Revised Final Integrated Fidalgo Bay-Wide Plan & EIS, 2000 & EIS, Chapter VIII).

Policy 4.7.17 Protect existing shoreline trees and other shade vegetation, especially in areas where surf smelt and/or sand lance spawning has been documented.

Policy 4.7.18 The maximum width for either the wetland buffer or the shoreline setback must be applied for the portion of the wetland that lies within the shoreline setback.

RESPONSE to 4.7:

This project will cause no loss of shoreline ecological functions (Policy 4.7.3). The proposed building is located on the uplands and is separated from the shoreline by a substantial concrete bulkhead.

4.8 Restoration and Adaptive Management Element

A. Purpose

Consistent with the Shoreline Management Act's policy on protection and restoration of environmental resources of the shoreline, this section addresses the requirement to achieve no net loss of ecological functions necessary to sustain shoreline natural resources and to provide for the restoration of impaired ecological functions.

B. Goal

To achieve no net loss of ecological functions and strive to improve impaired shoreline ecological functions with the goal of achieving improvement over time, when compared to the status at the time of adoption of the Master Program.

C. Policies

Policy 4.8.1 Implement the Restoration Plan included in Appendix B of this Master Program.

Policy 4.8.2 Encourage projects that restore/rehabilitate/enhance shoreline resources. Strategies may include but are not limited to a simplified permit process, reduced or waiver of permits fees, public outreach, encouraging landowners to replant with native vegetation, tax relief, transfer of development rights, and City participation.

Policy 4.8.3 Provide incentives for restoration by implementing tools which may include, but are not limited to: modifying the shoreline setback area that would apply to the restored areas or allowing a greater range of uses or flexible development standards (e.g., setbacks, height limits, lot coverage) on properties providing restoration.

Policy 4.8.4 Craft a preferential tax incentive in coordination with the County through the Public Benefit Rating System administered by the County under the Open Space Taxation Act (RCW 84.34) to encourage private landowners to preserve natural shoreline features for "open space" tax relief.

Policy 4.8.5 Employ Adaptive Management: Monitor and analyze the cumulative impacts of development permitted in shoreline areas, including development exempt from a Shoreline Substantial Development Permit. Where impacts are occurring beyond that anticipated, the City should revise the Master Program to address the cumulative impacts, and/or revise the conditions of approval of developments to address the new information.

Policy 4.8.6 Mitigation for new development projects should use enhancement of degraded conditions to offset the impacts of the new development near shoreline resources.

Policy 4.8.7 During the project review process, mitigation for impacts of the development should emphasize restoration of ecological functions.

RESPONSE:

This project aligns with the Purpose and Goal of SMP 4.8. The improvements will cause no net loss in ecological function.

4.9 Historic, Cultural, Scientific, and Educational Element

A. Purpose

Protection and restoration of buildings, sites, and areas having historic, cultural, scientific, or educational values.

B. Goal

To ensure the recognition, preservation, protection, and restoration of shoreline areas that have historical, cultural, educational, or scientific value and create a unique “sense of place” in the shoreline jurisdiction.

C. Policies

Policy 4.9.1 Foster greater appreciation for the importance of shoreline management, environmental conservation, and maritime history and activities by encouraging educational projects and programs.

Policy 4.9.2 Ensure that new development is compatible with existing historic structures and cultural areas, and that it promotes the creation of our own legacy for the future.

Policy 4.9.3 Encourage the rehabilitation, renovation, and adaptive reuse of upper floors of historic buildings (e.g., for artist studios, permanent housing, and office space).

Policy 4.9.4 Encourage public and private groups to research and study areas of historical tribal or cultural significance.

Policy 4.9.5 Areas of historical or cultural significance should be considered in park and recreation planning.

Policy 4.9.6 Develop guidelines to direct private and public development with regard to historic structures and areas.

RESPONSE:

The site was a sand spit until fill material was added in the 1980's. The improvements are substantially the same as originally built in the 1980's. There are no historic buildings on the site.

Addressing the Development Regulations of Section 5.10 for the Urban Shoreline Designation

Applicant responses are shown in bold.

E. Development Regulations

Uses

DR-5.10.1

Prohibited and allowed uses are generally identified in Table 5.1 in Section 5.12 of this Master Program. In addition: a. Mini-storage is prohibited. b. Radio and television towers as a primary use are prohibited.

RESPONSE:

The existing marina is listed as a permitted use in Table 5.1. The proposed building is an accessory use and is therefore a permitted use.

DR-5.10.2

Development that can be classified as a water-dependent, water-related, or water-enjoyment use shall be permitted.

RESPONSE:

The proposed building will serve the marina and is therefore water-related.

DR-5.10.3

A limited range of non-water-oriented development, open to the general public, while not preferred, may also be authorized as a conditional use provided said development:

- a. Conforms with the criteria set forth for conditional uses in Section 3.1;
- b. Is designed and located in manner that capitalizes on shoreline views and is compatible with water-oriented uses;
- c. Makes provisions for the public access and enjoyment consistent with this Master Program; and
- d. Is part of a mixed-use development or the parcel is separated from the water. (See WAC 173-26-211(5)(d)(ii)(A)).

RESPONSE:

Not applicable.

DR-5.10.4

Multi-family residential or transient accommodation (hotel and motel) uses may be permitted provided they meet the requirements for nonwater-oriented uses listed in subsections (a)-(d) of DR-5.10.3 and further that said use meets the following terms:

(For the sake of brevity the remainder of this section is not quoted here.)

RESPONSE:

Not applicable.

DR-5.10.5

Additional allowed, conditional, and prohibited uses for the Urban designation are listed in Table 5.1.

RESPONSE:

Table 5.1 indicates this project is a permitted use.

Height Limitations

DR-5.10.6

New or expanded structures shall be limited to maximum heights as specified in Table 5.2.

RESPONSE:

The proposed building height is 22'-0 3/4". Table 5.2 in the Shoreline Master Plan indicates an allowable height of 35 feet.

Setbacks

DR-5.10.7

New, permanent buildings and structures shall be set back a minimum of twenty-five (25) feet from the ordinary high water mark. Setbacks are measured landward, on a horizontal plane, perpendicular to the shoreline. Shoreline setback requirements shall apply to non-waterdependent structures and uses.

RESPONSE:

The proposed building meets the 25 foot setback requirement.

8/22/2016

Conclusion

We would like to thank the Planning Commission and the public commenters for their participation.

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

1.	Applicant	Contact Person (if different)
Name:	MOUSEL INVESTMENTS LLC	JOHN HUXENG
Mailing Address:	13827 DONNELL RD.	SCHEMMER CONSULTING GROUP PLLC
City, State, Zip:	ANACORTES, WA 98221	301 30TH ST. STE. C
Phone#:	360-739-6528	ANACORTES, WA 98221
Fax#:		voice: 360-293-9006
E-mail:	catandabby.turner@msn.com	JOHN.HUXENG@SCGENG.COM

3. All Persons/Firms having an ownership interest in the property:
- Name: _____ Phone# _____
- Address: _____
- Name: _____ Phone# _____
- Address: _____
- Name: _____ Phone# _____
- Address: _____

9. Present use of property: PRIVATE MARINA

10. Source of water supply and sewer supply: CITY OF ANAHCOTES

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:

This is a request to build a 2 story building. Restroom,
laundry, showers and storage downstairs. Upstairs will be
a one bedroom apartment.

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): \$ 50,000
21. Construction dates for which permit is requested (month & year): Begin: October 1 2016
End: October 1 2017
22. Does the project require a Shoreline/Floodplain location? If yes, please explain why: _____
23. Water Body: Flander Bay 24. Shoreline Environment Designation: URBAN

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) Harold Mousel, 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: Harold Mousel
Property Owner

Subscribed and sworn to before me this 11th day of August, 20 16

Eric Fox
Notary Public in and for the State of Washington
residing at 1018 8th ST, Anacortes, WA 98201

STATE OF WASHINGTON)

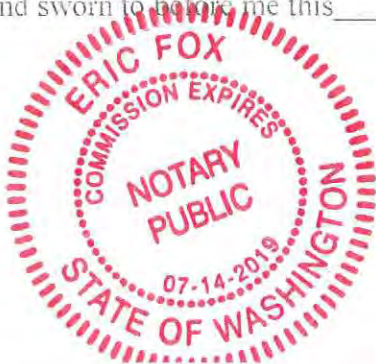
) ss

I (we) Harold Mousel, 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: Harold Mousel
Applicant

Subscribed and sworn to before me this 11th day of August, 20 16

Eric Fox
Notary Public in and for the State of Washington
residing at 1018 8th ST, Anacortes, WA 98221





WASHINGTON STATE

Joint Aquatic Resources Permit Application (JARPA) Form^{1,2} [\[help\]](#)

USE BLACK OR BLUE INK TO ENTER ANSWERS IN THE WHITE SPACES BELOW.



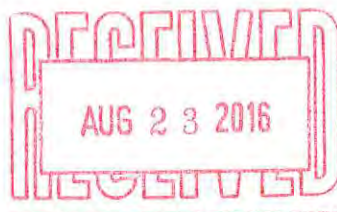
US Army Corps
of Engineers
Seattle District

AGENCY USE ONLY

Date received: _____

Agency reference #: _____

Tax Parcel #(s): _____



Part 1—Project Identification

1. Project Name (A name for your project that you create. Examples: Smith's Dock or Seabrook Lane Development) [\[help\]](#)

Bayside Moorage Restroom

Part 2—Applicant

The person and/or organization responsible for the project. [\[help\]](#)

2a. Name (Last, First, Middle)

Mousel, Harold

2b. Organization (If applicable)

Mousel Investments LLC

2c. Mailing Address (Street or PO Box)

13827 Donnell Road

2d. City, State, Zip

Anacortes, WA 98221

2e. Phone (1)

(360)739-6582

2f. Phone (2)

(360)540-2882

2g. Fax

() -

2h. E-mail

¹ Additional forms may be required for the following permits:

- If your project may qualify for Department of the Army authorization through a Regional General Permit (RGP), contact the U.S. Army Corps of Engineers for application information (206) 764-3495.
- If your project might affect species listed under the Endangered Species Act, you will need to fill out a Specific Project Information Form (SPIF) or prepare a Biological Evaluation. Forms can be found at <http://www.nws.usace.army.mil/Missions/CivilWorks/Regulatory/PermitGuidebook/EndangeredSpecies.aspx>.
- Not all cities and counties accept the JARPA for their local Shoreline permits. If you need a Shoreline permit, contact the appropriate city or county government to make sure they accept the JARPA.

² To access an online JARPA form with [\[help\]](#) screens, go to

http://www.epermitting.wa.gov/site/alias_resourcecenter/jarpa_jarpa_form/9984/jarpa_form.aspx.

For other help, contact the Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or help@oria.wa.gov.

Part 3—Authorized Agent or Contact

Person authorized to represent the applicant about the project. (Note: Authorized agent(s) must sign 11b of this application.) [\[help\]](#)

3a. Name (Last, First, Middle)			
Hoxeng, John			
3b. Organization (If applicable)			
Schemmer Consulting Group PLLC			
3c. Mailing Address (Street or PO Box)			
301 30 th Street			
3d. City, State, Zip			
Anacortes, WA 98221			
3e. Phone (1)	3f. Phone (2)	3g. Fax	3h. E-mail
(360)293-9006	() -	() -	john.hoxeng@scgeng.com

Part 4—Property Owner(s)

Contact information for people or organizations owning the property(ies) where the project will occur. Consider both **upland and aquatic** ownership because the upland owners may not own the adjacent aquatic land. [\[help\]](#)

- ☒ Same as applicant. (Skip to Part 5.)
- ☐ Repair or maintenance activities on existing rights-of-way or easements. (Skip to Part 5.)
- ☐ There are multiple upland property owners. Complete the section below and fill out [JARPA Attachment A](#) for each additional property owner.
- ☐ Your project is on Department of Natural Resources (DNR)-managed aquatic lands. If you don't know, contact the DNR at (360) 902-1100 to determine aquatic land ownership. If yes, complete [JARPA Attachment E](#) to apply for the Aquatic Use Authorization.

4a. Name (Last, First, Middle)			
4b. Organization (If applicable)			
4c. Mailing Address (Street or PO Box)			
4d. City, State, Zip			
4e. Phone (1)	4f. Phone (2)	4g. Fax	4h. E-mail
() -	() -	() -	

Part 5–Project Location(s)

Identifying information about the property or properties where the project will occur. [\[help\]](#)

- ☐ There are multiple project locations (e.g. linear projects). Complete the section below and use [JARPA Attachment B](#) for each additional project location.

5a. Indicate the type of ownership of the property. (Check all that apply.) [help]			
☒ Private ☐ Federal ☐ Publicly owned (state, county, city, special districts like schools, ports, etc.) ☐ Tribal ☐ Department of Natural Resources (DNR) – managed aquatic lands (Complete JARPA Attachment E)			
5b. Street Address (Cannot be a PO Box. If there is no address, provide other location information in 5p.) [help]			
2411 Skyline Way			
5c. City, State, Zip (If the project is not in a city or town, provide the name of the nearest city or town.) [help]			
Anacortes, WA 98221			
5d. County [help]			
Skagit			
5e. Provide the section, township, and range for the project location. [help]			
¼ Section	Section	Township	Range
SW	27	35N	1E
5f. Provide the latitude and longitude of the project location. [help]			
Example: 47.03922 N lat. / -122.89142 W long. (Use decimal degrees - NAD 83)			
48.49060 lat / -122.67760 long			
5g. List the tax parcel number(s) for the project location. [help]			
The local county assessor's office can provide this information.			
P32370			
5h. Contact information for all adjoining property owners. (If you need more space, use JARPA Attachment C.) [help]			
Name	Mailing Address	Tax Parcel # (if known)	
	See JARPA Attachment C		

5i. List all wetlands on or adjacent to the project location. [\[help\]](#)

Not Applicable

5j. List all waterbodies (other than wetlands) on or adjacent to the project location. [\[help\]](#)

Flounder Bay at Skyline Marina, Anacortes, WA

5k. Is any part of the project area within a 100-year floodplain? [\[help\]](#)

☐ Yes ☒ No ☐ Don't know

5l. Briefly describe the vegetation and habitat conditions on the property. [\[help\]](#)

The upland portion of the property is paved with asphalt. The shoreline is rip-rapped. Where paving and shoreline armoring are not present, weedy herbaceous plants and grasses, non-native landscaping shrubs and a few scattered conifer trees are present along the top of the shoreline bank. Shoreline buffer habitat is low functioning.

5m. Describe how the property is currently used. [\[help\]](#)

The property is being used as a marina.

5n. Describe how the adjacent properties are currently used. [\[help\]](#)

A marina adjoins to the west. An apartment condominium adjoins to the south. Public waterway adjoins to the north and east.

5o. Describe the structures (above and below ground) on the property, including their purpose(s) and current condition. [\[help\]](#)

There are 50 moorage slips on the property being used for recreational sailing boats and yachts. The largest slip is 64 feet. An asphalt parking lot is on the uplands portion. The property, including the asphalt, the boat slips and all of the structures are well maintained and in good condition.

5p. Provide driving directions from the closest highway to the project location, and attach a map. [\[help\]](#)

Beginning at I-5 exit 230 take WA-20 14 miles to roundabout; Take 1st exit onto WA-20 spur, continue 1.3 miles; Turn left onto 12th/WA-20 spur, continue 2.0 miles; Slight left onto Sunset Avenue, continue 0.5 miles; Left onto Skyline Way, continue 0.8 miles to project site at the end of Skyline Way.

Part 6—Project Description

6a. Briefly summarize the overall project. You can provide more detail in 6b. [\[help\]](#)

The applicant is proposing to build a 22' x 30' building.

6b. Describe the purpose of the project and why you want or need to perform it. [\[help\]](#)

The purpose of this building is to provide bathroom facilities, showers, and laundry facilities for the marina users. The second story of the building will be a one bedroom apartment for the dockmaster.

6c. Indicate the project category. (Check all that apply) [\[help\]](#)

- | | | | | |
|--------------------------------------|--|--|---|--|
| ☐ Commercial | ☐ Residential | ☐ Institutional | ☐ Transportation | ☒ Recreational |
| ☐ Maintenance | ☐ Environmental Enhancement | | | |

6d. Indicate the major elements of your project. (Check all that apply) [\[help\]](#)

- | | | | |
|---|---|--|--|
| ☐ Aquaculture | ☐ Culvert | ☐ Float | ☐ Retaining Wall (upland) |
| ☐ Bank Stabilization | ☐ Dam / Weir | ☐ Floating Home | ☐ Road |
| ☐ Boat House | ☐ Dike / Levee / Jetty | ☐ Geotechnical Survey | ☐ Scientific Measurement Device |
| ☐ Boat Launch | ☐ Ditch | ☐ Land Clearing | ☐ Stairs |
| ☐ Boat Lift | ☐ Dock / Pier | ☐ Marina / Moorage | ☐ Stormwater facility |
| ☐ Bridge | ☐ Dredging | ☐ Mining | ☐ Swimming Pool |
| ☐ Bulkhead | ☐ Fence | ☐ Outfall Structure | ☐ Utility Line |
| ☐ Buoy | ☐ Ferry Terminal | ☐ Piling/Dolphin | |
| ☐ Channel Modification | ☐ Fishway | ☐ Raft | |

☒ Other: 22' x 34' bulding

6e. Describe how you plan to construct each project element checked in 6d. Include specific construction methods and equipment to be used. [\[help\]](#)

- Identify where each element will occur in relation to the nearest waterbody.
- Indicate which activities are within the 100-year floodplain.

1. The sewer will tie into the City of Anacortes sewer system. A manhole is located approximately 40 feet to the south in Skyline Way. This will involve excavating in the roadway.
2. Water will tie in to an Anacortes main located approximately 30 feet south. This will involve excavating in the roadway.
3. Gas will tie to an existing main approximately 40 feet south. This will involve excavating in the roadway.
4. The building will be placed in a currently landscaped area and will not impede traffic flow. It will be located 39 feet from the OHWM.
5. Power will tie into an existing transformer approximately 230 feet to the east. Installing this underground line will require asphalt cutting. The new service line will be on the upland side of the concrete bulkhead, approximately parallel and 10 feet away.
6. Methods and equipment. Sawcutting asphalt. Trench excavation. Excavation for building foundation. No fill material will be imported. Approximately 2 yards of asphalt rubble will be trucked offsite.

6f. What are the anticipated start and end dates for project construction? (Month/Year) [\[help\]](#)

- If the project will be constructed in phases or stages, use [JARPA Attachment D](#) to list the start and end dates of each phase or stage.

Start date: Oct. 1, 2016

End date: Oct. 1, 2017

☐ See JARPA Attachment D

6g. Fair market value of the project, including materials, labor, machine rentals, etc. [\[help\]](#)

\$50,000

6h. Will any portion of the project receive federal funding? [\[help\]](#)

- If yes, list each agency providing funds.

☐ Yes

☒ No

☐ Don't know

Part 7—Wetlands: Impacts and Mitigation

- ☐ Check here if there are wetlands or wetland buffers on or adjacent to the project area.
(If there are none, skip to Part 8.) [\[help\]](#)

7a. Describe how the project has been designed to avoid and minimize adverse impacts to wetlands. [\[help\]](#)

☐ Not applicable

7b. Will the project impact wetlands? [\[help\]](#)

☐ Yes ☐ No ☐ Don't know

7c. Will the project impact wetland buffers? [\[help\]](#)

☐ Yes ☐ No ☐ Don't know

7d. Has a wetland delineation report been prepared? [\[help\]](#)

- If Yes, submit the report, including data sheets, with the JARPA package.

☐ Yes ☐ No

7e. Have the wetlands been rated using the Western Washington or Eastern Washington Wetland Rating System? [\[help\]](#)

- If Yes, submit the wetland rating forms and figures with the JARPA package.

☐ Yes ☐ No ☐ Don't know

7f. Have you prepared a mitigation plan to compensate for any adverse impacts to wetlands? [\[help\]](#)

- If Yes, submit the plan with the JARPA package and answer 7g.
- If No, or Not applicable, explain below why a mitigation plan should not be required.

☐ Yes ☐ No ☐ Not applicable

7g. Summarize what the mitigation plan is meant to accomplish, and describe how a watershed approach was used to design the plan. [\[help\]](#)

7h. Use the table below to list the type and rating of each wetland impacted, the extent and duration of the impact, and the type and amount of mitigation proposed. Or if you are submitting a mitigation plan with a similar table, you can state (below) where we can find this information in the plan. [\[help\]](#)

Activity (fill, drain, excavate, flood, etc.)	Wetland Name ¹	Wetland type and rating category ²	Impact area (sq. ft. or Acres)	Duration of impact ³	Proposed mitigation type ⁴	Wetland mitigation area (sq. ft. or acres)
---	---------------------------	---	--------------------------------	---------------------------------	---------------------------------------	--

¹ If no official name for the wetland exists, create a unique name (such as "Wetland 1"). The name should be consistent with other project documents, such as a wetland delineation report.

² Ecology wetland category based on current Western Washington or Eastern Washington Wetland Rating System. Provide the wetland rating forms with the JARPA package.

³ Indicate the days, months or years the wetland will be measurably impacted by the activity. Enter "permanent" if applicable.

⁴ Creation (C), Re-establishment/Rehabilitation (R), Enhancement (E), Preservation (P), Mitigation Bank/In-lieu fee (B)

Page number(s) for similar information in the mitigation plan, if available: _____

7i. For all filling activities identified in 7h, describe the source and nature of the fill material, the amount in cubic yards that will be used, and how and where it will be placed into the wetland. [\[help\]](#)

7j. For all excavating activities identified in 7h, describe the excavation method, type and amount of material in cubic yards you will remove, and where the material will be disposed. [\[help\]](#)

Part 8–Waterbodies (other than wetlands): Impacts and Mitigation

In Part 8, "waterbodies" refers to non-wetland waterbodies. (See Part 7 for information related to wetlands.) [\[help\]](#)

☒ Check here if there are waterbodies on or adjacent to the project area. (If there are none, skip to Part 9.)

8a. Describe how the project is designed to avoid and minimize adverse impacts to the aquatic environment. [\[help\]](#)

☐ Not applicable

No in-water work is associated with the project. Best management practices to be implemented during construction will limit potential in-direct impacts associated with erosional run-off and/or sedimentation of the adjacent waterbody. Such practices will include, but not be limited, to the following:

No debris will be allowed to enter the waterbody;

All construction equipment operation and stockpile areas will be staged from upland locations, away from the waterbody;

Work will be conducted during dry, stable soil conditions.

Construction project area limit flagging and silt fencing will be erected, as applicable, according to the fill and grade and stormwater compliance permit requirements of the City of Anacortes

8b. Will your project impact a waterbody or the area around a waterbody? [\[help\]](#)

☐ Yes ☒ No

8c. Have you prepared a mitigation plan to compensate for the project's adverse impacts to non-wetland waterbodies? [\[help\]](#)

- If **Yes**, submit the plan with the JARPA package and answer 8d.
- If **No, or Not applicable**, explain below why a mitigation plan should not be required.

☐ Yes ☐ No ☒ Not applicable

8d. Summarize what the mitigation plan is meant to accomplish. Describe how a watershed approach was used to design the plan.

- If you already completed 7g you do not need to restate your answer here. [\[help\]](#)

Not applicable

8e. Summarize impact(s) to each waterbody in the table below. [\[help\]](#)

Activity (clear, dredge, fill, pile drive, etc.)	Waterbody name ¹	Impact location ²	Duration of impact ³	Amount of material (cubic yards) to be placed in or removed from waterbody	Area (sq. ft. or linear ft.) of waterbody directly affected
Not applicable					

¹ If no official name for the waterbody exists, create a unique name (such as "Stream 1") The name should be consistent with other documents provided.

² Indicate whether the impact will occur in or adjacent to the waterbody. If adjacent, provide the distance between the impact and the waterbody and indicate whether the impact will occur within the 100-year flood plain.

³ Indicate the days, months or years the waterbody will be measurably impacted by the work. Enter "permanent" if applicable.

8f. For all activities identified in 8e, describe the source and nature of the fill material, amount (in cubic yards) you will use, and how and where it will be placed into the waterbody. [\[help\]](#)

Not applicable

8g. For all excavating or dredging activities identified in 8e, describe the method for excavating or dredging, type and amount of material you will remove, and where the material will be disposed. [\[help\]](#)

Not applicable

Part 9—Additional Information

Any additional information you can provide helps the reviewer(s) understand your project. Complete as much of this section as you can. It is ok if you cannot answer a question.

9a. If you have already worked with any government agencies on this project, list them below. [\[help\]](#)

Agency Name	Contact Name	Phone	Most Recent Date of Contact
City of Anacortes	Kevin Cricchio	(360)299-1969	8-23-16
		() -	
		() -	

9b. Are any of the wetlands or waterbodies identified in Part 7 or Part 8 of this JARPA on the Washington Department of Ecology's 303(d) List? [\[help\]](#)

- If **Yes**, list the parameter(s) below.
- If you don't know, use Washington Department of Ecology's Water Quality Assessment tools at: <http://www.ecy.wa.gov/programs/wq/303d/>.

☒ Yes ☐ No

Rosario Strait - Flounder Bay inside Skyline Marina: Category 5 Water - Copper Strait of Georgia: Category 2 Water - Temperature

9c. What U.S. Geological Survey Hydrological Unit Code (HUC) is the project in? [\[help\]](#)

- Go to <http://cfpub.epa.gov/surf/locate/index.cfm> to help identify the HUC.

1711002 Strait of Georgia

9d. What Water Resource Inventory Area Number (WRIA #) is the project in? [\[help\]](#)

- Go to <http://www.ecy.wa.gov/services/gis/maps/wria/wria.htm> to find the WRIA #.

WRIA 3

9e. Will the in-water construction work comply with the State of Washington water quality standards for turbidity? [\[help\]](#)

- Go to <http://www.ecy.wa.gov/programs/wq/swqs/criteria.html> for the standards.

☐ Yes ☐ No ☒ Not applicable

9f. If the project is within the jurisdiction of the Shoreline Management Act, what is the local shoreline environment designation? [\[help\]](#)

- If you don't know, contact the local planning department.
- For more information, go to: http://www.ecy.wa.gov/programs/sea/sma/laws_rules/173-26/211_designations.html.

☐ Rural ☒ Urban ☐ Natural ☐ Aquatic ☐ Conservancy ☐ Other

9g. What is the Washington Department of Natural Resources Water Type? [\[help\]](#)

- Go to <http://www.dnr.wa.gov/forest-practices-water-typing> for the Forest Practices Water Typing System.

☒ Shoreline ☐ Fish ☐ Non-Fish Perennial ☐ Non-Fish Seasonal

9h. Will this project be designed to meet the Washington Department of Ecology's most current stormwater manual? [\[help\]](#)

- **If No**, provide the name of the manual your project is designed to meet.

☒ Yes ☐ No

Name of manual:

9i. Does the project site have known contaminated sediment? [\[help\]](#)

- **If Yes**, please describe below.

☐ Yes ☒ No

9j. If you know what the property was used for in the past, describe below. [\[help\]](#)

The existing use of the property as a marina will remain unchanged. Only the ownership structure will be changed.

9k. Has a cultural resource (archaeological) survey been performed on the project area? [\[help\]](#)

- **If Yes**, attach it to your JARPA package.

☐ Yes ☒ No

9l. Name each species listed under the federal Endangered Species Act that occurs in the vicinity of the project area or might be affected by the proposed work. [\[help\]](#)

The project, to be conducted on upland, is not anticipated to result in any direct or indirect effects to listed species associated with Flounder Bay, and adjacent Burrows Bay and Rosario Strait. No listed native plant or terrestrial animal species are associated with the project site.

Listed fish species that may access Flounder Bay (inside of Skyline Marina) include Coastal-Puget Sound Bull Trout, Puget Sound Chinook salmon, Puget Sound Steelhead, Boccaccio, yellow-eye and canary rockfish. Foraging marbled murrelet may be present.

Designated Nearshore Critical Habitat for boccaccio and canary rockfish is associated with Flounder Bay. Designated Critical Habitat for Puget Sound Chinook, Boccaccio, yellow-eye and canary rockfish is associated with Burrows Bay. Burrows Bay and Rosario Strait are designated as Area 1: Core Summer Area for Southern Resident Killer Whale.

9m. Name each species or habitat on the Washington Department of Fish and Wildlife's Priority Habitats and Species List that might be affected by the proposed work. [\[help\]](#)

No WDFW Priority Habitats or Species are associated with the upland project area.
Coho salmon are likely to be present in Flounder Bay.

Part 10–SEPA Compliance and Permits

Use the resources and checklist below to identify the permits you are applying for.

- Online Project Questionnaire at <http://apps.oria.wa.gov/opas/>.
- Governor's Office for Regulatory Innovation and Assistance at (800) 917-0043 or help@oria.wa.gov.
- For a list of addresses to send your JARPA to, click on [agency addresses for completed JARPA](#).

10a. Compliance with the State Environmental Policy Act (SEPA). (Check all that apply.) [\[help\]](#)

- For more information about SEPA, go to www.ecy.wa.gov/programs/sea/sepa/e-review.html.

☐ A copy of the SEPA determination or letter of exemption is included with this application.
☐ A SEPA determination is pending with _____ (lead agency). The expected decision date is _____.
☐ I am applying for a Fish Habitat Enhancement Exemption. (Check the box below in 10b.) [help]
☐ This project is exempt (choose type of exemption below). ☐ Categorical Exemption. Under what section of the SEPA administrative code (WAC) is it exempt? _____
☐ Other: _____
☐ SEPA is pre-empted by federal law.

10b. Indicate the permits you are applying for. (Check all that apply.) [\[help\]](#)

LOCAL GOVERNMENT

Local Government Shoreline permits:

☒ Substantial Development ☐ Conditional Use ☐ Variance

☐ Shoreline Exemption Type (explain): _____

Other City/County permits:

☐ Floodplain Development Permit ☐ Critical Areas Ordinance

STATE GOVERNMENT

Washington Department of Fish and Wildlife:

☐ Hydraulic Project Approval (HPA) ☐ Fish Habitat Enhancement Exemption – [Attach Exemption Form](#)

You must submit a check for \$150 to Washington Department of Fish and Wildlife, unless your project qualifies for an exemption or alternative payment method below. **Do not send cash.**

Check the appropriate boxes:

☐ \$150 check enclosed. Check # _____

Attach check made payable to Washington Department of Fish and Wildlife.

☐ My project is exempt from the application fee. (Check appropriate exemption) _____

☐ HPA processing is conducted by applicant-funded WDFW staff.

Agreement # _____

☐ Mineral prospecting and mining.

☐ Project occurs on farm and agricultural land.

(Attach a copy of current land use classification recorded with the county auditor, or other proof of current land use.)

☐ Project is a modification of an existing HPA originally applied for, prior to July 10, 2012.

HPA # _____

Washington Department of Natural Resources:

☐ Aquatic Use Authorization

Complete [JARPA Attachment E](#) and submit a check for \$25 payable to the Washington Department of Natural Resources.

Do not send cash.

Washington Department of Ecology:

☐ Section 401 Water Quality Certification

FEDERAL GOVERNMENT

United States Department of the Army permits (U.S. Army Corps of Engineers):

☐ Section 404 (discharges into waters of the U.S.)

☐ Section 10 (work in navigable waters)

United States Coast Guard permits:

☐ Private Aids to Navigation (for non-bridge projects)

Part 11—Authorizing Signatures

Signatures are required before submitting the JARPA package. The JARPA package includes the JARPA form, project plans, photos, etc. [\[help\]](#)

11a. Applicant Signature (required) [\[help\]](#)

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities, and I agree to start work only after I have received all necessary permits.

I hereby authorize the agent named in Part 3 of this application to act on my behalf in matters related to this application. HW (initial)

By initialing here, I state that I have the authority to grant access to the property. I also give my consent to the permitting agencies entering the property where the project is located to inspect the project site or any work related to the project. HW (initial)

HAROLD MOVSEL

Applicant Printed Name

Harold Movsel

Applicant Signature

8/23/16

Date

11b. Authorized Agent Signature [\[help\]](#)

I certify that to the best of my knowledge and belief, the information provided in this application is true, complete, and accurate. I also certify that I have the authority to carry out the proposed activities and I agree to start work only after all necessary permits have been issued.

JOHN HOXENG

Authorized Agent Printed Name

John Hoxeng

Authorized Agent Signature

8/23/16

Date

11c. Property Owner Signature (if not applicant) [\[help\]](#)

Not required if project is on existing rights-of-way or easements.

I consent to the permitting agencies entering the property where the project is located to inspect the project site or any work. These inspections shall occur at reasonable times and, if practical, with prior notice to the landowner.

Property Owner Printed Name

Property Owner Signature

Date

18 U.S.C §1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly falsifies, conceals, or covers up by any trick, scheme, or device a material fact or makes any false, fictitious, or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious, or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than 5 years or both.

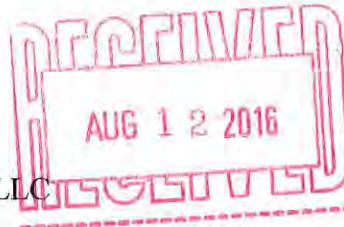
If you require this document in another format, contact the Governor's Office for Regulatory Innovation and Assistance (ORIA) at (800) 917-0043. People with hearing loss can call 711 for Washington Relay Service. People with a speech disability can call (877) 833-6341. ORIA publication number: ENV-019-09 rev. 09/2015

Advanced Environmental Solutions

1500A EAST COLLEGE WAY, STE. 506, MOUNT VERNON, WA 98273 (360) 202-6839

August 5, 2016

Mr. Harold Mousel
Mousel Investments, LLC
13827 Donnell Road
Anacortes, WA 98221



c/o Mr. John Hoxeng
Schemmer Consulting Group, PLLC
3014 Commercial Avenue, Suite C
Anacortes, WA 98221

RE: Shoreline Functional Assessment
Bayside Moorage Marine Parcel P32370 – Comments from PREAP 2016-0002

Dear Mr. Mousel:

This letter summarizes the results of a shoreline assessment and regulatory review conducted by Advanced Environmental Solutions in association with a proposed 2-story restroom/apartment building on your Bayside Marina property, Parcel P32370, located at 2411 Skyline Way in Anacortes, Washington. This shoreline assessment was conducted to address City of Anacortes's (City) comments from a pre-application conference/DRG meeting on January 26, 2016 regarding the building proposal. The City's comments, summarized in a letter, dated January 29, 2016, from Mr. Kevin Cricchio, AICP, Associate Planner, indicate that project compliance with the City's Shoreline Master Program (SMP) requires an assessment of "no net loss in function" concerning the adjacent shoreline's ecology.

No direct shoreline impacts are associated with the project. The proposed building site (1,031 square feet) is located near the western corner of the property in a currently landscaped area, labeled as L1, on Figure 1. The proposed building site includes the roof eave overhangs and a 2nd story front deck and a back deck. The proposed building (front deck) is setback 39.4-feet from the OHWM of Flounder Bay. A parking space, representing 171 square feet will be designated in an existing gravel area that surrounds a picnic area that will be retained.

The Ordinary High Water Mark (OHWM) of Flounder Bay had previously been delineated by AES along the subject property on June 16, 2015. Due to the highly modified condition of the shoreline at the Marina, habitat features are generally lacking. A second AES field investigation was conducted with Mr. John Hoxeng of Schemmer Consulting, PLLC on May 11, 2016 to record details within the existing vegetated and landscaped areas at the project site. Photographs depicting the existing environmental site conditions as recorded by AES during the site visits are attached.

Per the recommendations of Ms. Libby Grage (City Planner), in personal communication with Mr. Hoxeng, Schemmer, Project Manager, on April 8, 2016, the steep rock slope downslope of the bulkhead was not included in the project's landscape compliance calculations. As to the rock jetty, the flat area on the top was included while the steep

rock slopes to the OHWM were not. Based on the delineation of these areas, the shoreline buffer area included for landscaping review is 23,344 square feet of the property. The currently vegetated area in this area represents 4,170 square feet or 17.9%. The existing vegetated areas on the property include the top of the jetty and five landscaped planter areas, labeled as L1 – L5 on Figure 1. These landscape planter areas, representing a total area of 3,347 square feet on the property, are isolated from the shoreline by concrete curbs and adjacent paved parking.

The levels of shoreline buffer functions being served at a site are generally dependent on the existing site vegetation and the existing built conditions. In natural settings, densely forested areas serve shoreline buffer functions at the highest levels. Scrub-shrub vegetation communities typically serve functions at moderate levels. Grass and herbaceous vegetation communities, as well as built areas, typically serve functions at the lowest levels.

Table 1 presents a rating of existing shoreline buffer functions on the property and within its immediate vicinity. With the exception of shoreline stability, which is rated high, all other shoreline buffer functions are rated at low levels.

Table 1 Ratings of Existing Shoreline Buffer Functions at Bayside Marina Property

Shoreline Buffer Function	Existing Rating
Shoreline Stability	High
Water Quality Treatment– Run-off Infiltration	Low
Temperature Modification	Low
General Wildlife Habitat	Low
Recruitment of Large Woody Debris	Low

No trees are growing along the sloped shoreline bank or on top of the jetty. The limited vegetation growing along the steep marine shoreline bank is restricted to voids between riprap rocks and cracks in overlaying concrete (Photo 1). Topsoil is lacking on top of and along the sloped marine shoreline bank. Representative species growing along the marine shoreline side banks include stonecrop (*Sedum* sp.), red elderberry (*Sambucus racemosa*) saplings and catoni aster (cotoneaster) shrub or hedge.

A mix of grasses and flowering herbaceous plants, including California poppy (*Eschscholzia californica*) and sea thrift (*Armeria maritima*), are growing on top of the jetty (Photo 2). A concrete path is present on top of the jetty; the area that is vegetated represents 1,626 square feet. Although the dense vegetation on the jetty provides higher levels of water quality treatment and run-off infiltration functions than the limited vegetation growing along the marine shoreline side banks, this increased level of function is not sustained year-round. During periods of drought when the grasses and herbaceous plants become dormant, infiltration functions are greatly reduced. Due to the rock construction and maintained vehicular access on the top of the jetty, dense canopy and shrub vegetation is not supported.

Canopy species on the subject property are limited to 12 shore pines (*Pinus contorta* var. *contorta*) located within the proposed building site in landscape area L1, 1 shore pine and

a cypress in planter L2 and 2 non-native conifer trees in L4, one of which appears to dying.

Understory vegetation growing below the shore pines in L1 includes 10 shrubs and sea thrift (Photo 3). A row of four cypress shrubs is also present near the northeast corner (Photo 4). Although the pines and shrubs provide shade and vegetation structure, this planted area is isolated from the shoreline environment by a brick wall. Approximately 691 square feet (23.5' x 29.5') of the ground cover area within L1 consists of gravel that has been placed under the picnic table and BBQ (Photo 5). A sprinkler/irrigation system appears to have been installed in this planting area, although its current use is unknown.

Existing vegetation in L3 consists of a non-native hibiscus shrub and herbaceous sea thrift plants. An electric transformer occupies a portion of the planting area (Photo 6)

The understory vegetation growing below the non-native evergreen trees in planter area L4 consists of native salal (*Gaultheria shallon*) and non-native Catoni aster. The western portion of the L4 includes a fire hydrant, a concrete vault and a transformer (Photos 7 and 8).

The ground cover in L5 consists of gravels, boulders and scattered grasses (Photo 9). This area does not receive irrigation.

Due to the lack of canopy species growing along the marina shoreline, temperature moderation and recruitment of woody debris functions are rated as low. Recruitment of woody debris would not be recommended within the marina facility due to hazards associated with boat access and transport. Wildlife habitat is rated low due to the lack of vegetation structure within the buffer and limited refuge features.

Opportunities for stormwater run-off from adjacent parking areas to be treated by the existing vegetation are limited since the planted areas are isolated from the shoreline environment by curbs and pavement. The planted areas do provide terrestrial habitat for passerine birds, insects and small mammals in the highly modified and built shoreline buffer environment.

Vegetation clearing associated with the project is estimated at approximately 1,662 square feet and will include the removal of all of the trees (12 shore pines), 10 shrubs and the sea thrift ground cover in the L1 planter area (Photo 3). Although the removal of the shore pines will result in a decrease in vegetation structure in L1, the location of these existing trees, offset from the shoreline environment and isolated by an existing brick wall, do not contribute towards shade functions over-the-water nor do they directly provide detritus into the water.

Due to the retention of existing parking areas and infrastructure on the marina property, opportunities to significantly improve or enhance shoreline buffer functions are limited. The installation of native plants within the remaining undeveloped portion of the planter area L1 after project completion (1,266 square feet) and enhancement of existing vegetation within the other four landscape planter areas (647 square feet) is recommended. A total of 73 native plants are recommended for installation within the

five landscape planting area, L1 – L5, as specified in Table 2. The total area proposed for the installation of native plants in the planters represents 1,913 square feet.

Table 2. Recommended Native Plant Installations on Bayside Marina Property

Species - Common Name (Scientific Name):	Planting Area (Square footage [sf]):	L1 (1,266 sf)	L2 (86 sf)	L3 (112 sf)	L4 (366 sf)	L5 (83 sf)	Total 1,913 sf
		Number of Plants:					
Pacific dogwood (<i>Cornus nuttallii</i>)		3					3
Common snowberry <i>Symphoricarpos alba</i>		15	1		2	3	21
Oregon grape (<i>Mahonia aquifolium</i>)		5					5
Red flowering currant (<i>Ribes sanguineum</i>)		4	1				5
Wild clustered rose (<i>Rosa pisocarpus</i>)		3					3
Red elderberry (<i>Sambucus racemosa</i>)				1			1
Sea thrift (<i>Armeria maritima</i>)		10	5				15
Orange trumpet honeysuckle (<i>Lonicera ciliosa</i>)		3					3
kinnikinnick (<i>Arctostaphylos uva-ursi</i>)		8		2	5	2	17
Total:		51	7	3	7	5	73

Native vegetation enhancements are not proposed along the steep marine shoreline bank due to existing stabilizing concrete covering. Due to the retention of existing vehicular access, existing rock construction, and limited topsoil to provide root support, no native shrubs or trees are proposed for installation on the top of the jetty.

Although the total planter area on the subject property currently represents 3,326 square feet, not all of this area is currently vegetated. Excluding the gravel surfaces in the picnic area of L1 (691 square feet) and in planter area L5 (83 square feet), the areas currently vegetated within the planter areas on the subject property represent a total area of 2,552 square feet. After project completion, the total proposed area to be vegetated on the top of the shoreline bank in L1 – L5 (1,913 square feet) will be less than the existing vegetated condition in the planters by 639 square feet.

The proposed installation of native plants is intended to increase native species richness within the City's shoreline jurisdictional area while also meeting the landscaping requirements of Anacortes Municipal Code 17.41.020(G).

The species selected for installation are either representative of those observed on the property and or are anticipated to adapt favorably to the site conditions. Saplings of red elderberry, for example, were observed at more than one location along the marine shoreline bank. The applicants have requested that shore pine not be specified in the landscaping plan due to maintenance requirements for sap and needles on adjacent parking areas.

Native plants are to be procured from native plant nurseries growing stock from the local region. One-gallon container plant stock is recommended for installation due to its prior

success at similar mitigation sites. All plants are to be installed at 5-foot on center spacings. Existing sea thrift plants in planting area L1 may be salvaged prior to site construction for re-installation on the site.

The landscaped area, post construction in L1, will represent 1,266 square feet. A total of 51 native plants, including 3 trees, 27 shrubs, 18 ground cover plants and 3 vine plants are proposed for installation within the L1 planter area. Although existing gravel will be retained in the BBQ/picnic table area (211 square feet) and in the designated parking space (171 square feet), the surrounding gravel area (309 square feet) will be planted with native plants. Three Pacific dogwood (*Cornus nuttallii*) trees are specified for installation between the existing cypresses on the northeast end of the planter area. The trees are intended to provide shade within the shoreline environment when they have matured in height to crest the existing wall (Photo 5). The trees may be limbed to accommodate a view corridor. Orange trumpet honeysuckle (*Lonicera ciliosa*) is proposed for installation on the landward side of the brick wall. A trellis or stakes with jute lines will be required to train and secure the vine to climb the wall. The snowberry shrubs may be installed and pruned as hedges.

The dead portions of the non-native tree in L4 should be pruned (Photo 8). Due to the existing root structure in the planted area, proposed native shrub and ground cover plant installation is limited to 2 snowberry plants and 5 kinnikinnick plants.

Exposed soils in all of the planters shall be covered with mulch comprised of a mixed of wood chips approximately 1 to 3 inches in size. The mulch shall not be comprised of all cedar or consist of beauty bark. The gravel groundcover in L5 will be replaced with soil and then mulched after plant installation. Mulch shall be applied at a minimum thickness of two inches and care shall be taken such that it does not touch the stem of the installed plants.

Although the installation of the native plants will enhance the existing vegetation within the planting areas, the overall ratings of shoreline buffer functions are anticipated to remain unchanged and at low levels post-construction. No physical modifications to marine shoreline side banks or jetty are associated with the project and therefore the high rating of existing shoreline stability functions on the subject property will remain unchanged. Post construction surface water run-off and infiltration will be unchanged as a component of the project. Surface water run-off from the proposed building site (1,031 square feet of introduced impervious surface area) will not be directed into the shoreline environment but will be retained within the existing L1 planter area that is currently isolated from the shoreline environment due to existing curbs and a brick wall. Temperature moderation functions and the contribution of large woody debris within the shoreline environment will continue to be served at low levels on the property. Wildlife habitat functions will remain low due to the lack of refuge opportunities within the existing built shoreline environment. The proposed vegetation enhancements will provide a small increase in native species richness within the landscaped areas and will continue to provide limited terrestrial habitat for passerine birds, insects and small mammals. Since the low levels of shoreline buffer functions being served at the site will continue to be served at low levels post construction, a "no net loss" of shoreline or

shoreline buffer functions is associated with project. The project does not result in any direct impacts to aquatic habitat areas.

The total proposed vegetated area on the site, after build-out, including the existing vegetation on top of the jetty and the enhancement of the existing planting areas with native plants installations, will represent 3,533 square feet or 15.1% of the site (Figure 1). The project, with the proposed native plant installation, slightly exceeds the City's minimum requirements for landscaping (15%) on the site.

Please contact me directly at (360) 202-6839, should you have any questions or comments regarding this letter. I appreciate the opportunity to have been of assistance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tina Mirabile".

Tina Mirabile, PWS

Attachments: Figure 1 – Bayside Moorage Restroom Landscaping Plan-Schemmer
Consulting Group, PLLC.

Site Photographs

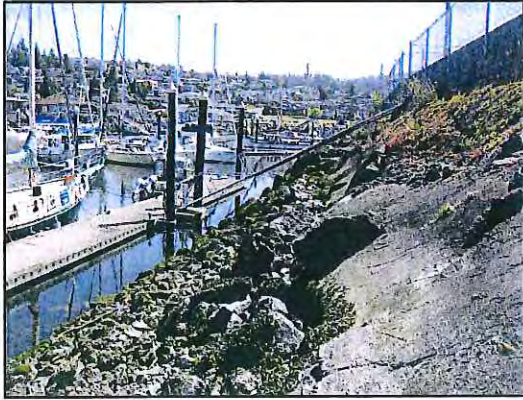


Photo 1. Vegetation along the steep shoreline bank is limited to areas with cracks in the concrete or voids between riprap rocks (Photo: AES, 6/16/2015).

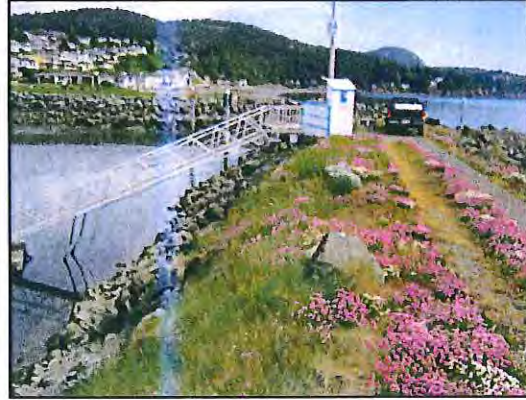


Photo 2. Dense vegetation cover by grasses and sea thrift flowering plants is present on the top of the jetty (Photo: AES, 05/11/2016).



Photo 3. The proposed building area (1,031 square feet) is situated within Planting Area L1 where existing shore pines, shrubs and ground cover plants will be removed. Post construction a total of 51 native plants will be re-installed in this area (Photo: AES, 5/11/2016).



Photo 4. The existing picnic table and BBQ will be retained. Gravel will also be retained within a designated parking space representing 171 square feet). Surrounding gravel (309 square feet) will be planted with native plants (Photo: AES, 5/11/2015).



Photo 5. Existing non-native cypress shrubs provide limited habitat. Three native Pacific dogwood trees are proposed for installation in this area (Photo: AES, 5/11/2015).



Photo 6. Existing hibiscus and sea thrift in planting area L3 will be retained and enhanced with 1 red elderberry shrub (Photo: AES, 5/11/2015).



Photo 7. View of existing non-native conifer trees in L4. Due to root mass, native vegetation proposed for installation in this area is limited to 2 snowberry plants and 5 kinnikinnick ground cover plants (Photo: AES, 5/11/2016).



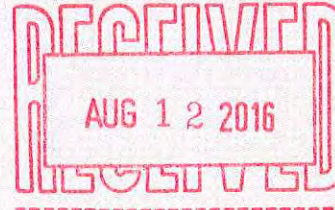
Photo 8. The dead portion of the non-native conifer tree in L4 should be pruned (Photo: AES, 5/11/2016).



Photo 9. Vegetation is lacking in planter area L5. Three snowberry shrubs and 2 kinnikinnick ground cover plants are proposed for installation in this area. Topsoil and mulch will replace existing gravel (Photo: AES, 5/11/2016).

When Recorded Please Return To:
LAWRENCE A. PIRKLE
321 West Washington, Suite 300
Mount Vernon, WA 98273
(360) 336-6587

201011050117
Skagit County Auditor
11/5/2010 Page 1 of 3 1:40PM



This space for Recorder's use only

QUIT CLAIM DEED

THE GRANTOR, MOUSEL HOLDINGS, LLC, (formerly MOUSEL INVESTMENTS, L.L.C.), a Washington Limited Liability Company, for and in consideration of distribution to a wholly owned Limited Liability Company, (mere change in form of ownership WAC 458-61A-211(2c)), conveys and quit claims to GRANTEE, MOUSEL INVESTMENTS, LLC, a Washington Limited Liability Company, the following described real estate, situated in the County of Skagit, State of Washington, together with all after acquired title of the grantor therein.

Assessor's Parcel No: P32370 350127-0-017-1006

Parcel A: Tract 3 of Short Plat No. AN-84-001, approved October 24, 1984, and recorded October 24, 1984, in Volume 6 of Short Plats, pages 183 through 185, under Auditor's File No. 8410240028, records of Skagit County, Washington; being a portion of Lot 16, Skyline No. 19, in Section 27, township 35 North, Range 1 East of the Willamette Meridian.

Parcel B: Lots 3 to 16, inclusive, Block 76, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington.

Parcel C: That portion of that certain strip of land extending through Block 76, MAP OF THE CITY OF ANACORTES, according to the plat thereof recorded in Volume 2 of Plats, page 4, records of Skagit County, Washington, and shown and designated upon said plat as reserved a right-of-way for the Seattle and Northern Railway, which lies between the North and South lines of said Block 76, extending across said strip of land;

EXCEPT alley extended through said Block 76;

Dated 3rd day of November, 2010

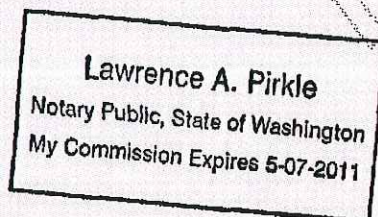
MOUSEL HOLDINGS, LLC

by: Harold W. MouseL
HAROLD W. MOUSEL, Member/ Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that HAROLD W. MOUSEL is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as a Member/Manager of MOUSEL HOLDINGS, 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 3rd day of November, 2010



Lawrence A. Pirkle
LAWRENCE A. PIRKLE
Notary Public in and for the
State of Washington
Residing at Mount Vernon
My Commission Expires: 5/7/11

3390
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 05 2010

Amount Paid \$
Skagit Co. Treasurer
By Deputy

201011050117
Skagit County Auditor

FILED
SECRETARY OF STATE
SAM REED

SEPTEMBER 27, 2010

STATE OF WASHINGTON

09/27/10 1806644-

001

\$80.00 K #18801

Id: 1967404

*file
151*

CERTIFICATE OF AMENDMENT

Pursuant to RCW 25.15.075 of the Washington Limited Liability Company Act, the undersigned Company hereby submits the following amendment to the Company's Certificate of Formation.

1. The name of the company is: MOUSEL INVESTMENTS, L.L.C.
2. The text of the amendment as adopted is as follows:

The name will change from:

MOUSEL INVESTMENTS, L.L.C.

to:

MOUSEL HOLDINGS, LLC

3. The date of adoption of this amendment was September 23, 2010.
4. This Article will be effective upon filing.

Dated this 23rd day of September, 2010

MOUSEL INVESTMENTS, L.L.C

Harold W. Mousel
HAROLD W. MOUSEL, Manager



201011050117
Skagit County Auditor

11/5/2010 Page

3 of

3 1:40PM

of Washington. Dated this 27th day of June 1912

Signed, Sealed and Delivered in presence of:

DALE & SHEA ABSTRACT COMPANY

By J.E.Perin, Pres.

By Frank C.Pickering, Sec.

STATE OF WASHINGTON ()
COUNTY OF SKAGIT, ()

ACKNOWLEDGMENT.

On this 27th day of June A.D.1912 before me personally appeared J.E.Perin and Frank C Pickering to me known to be the President and Secretary of Dale & Shea Abstract Co., of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument, to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

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

Warren Shea

Notary Public in and for the State of Washington, residing at Mt.Vernon, Wash.

Filed for record at request of W.E.Elbe on the 27 day of June 1912 at 10 min.past 3 P.M.,

J.M.Shields, County Auditor.

By Mario Patterson Dep.

#91959.

STATE OF WASHINGTON.

IN CONSIDERATION of eight hundred twenty five and no/100 (\$825.00) Dollars, the receipt of which is hereby acknowledged the STATE OF WASHINGTON does hereby grant, bargain, sell and convey unto Fred J.Wood, his heirs and assigns, the following described tide land of the first class, situate in front of the City of Anacortes in Skagit County, Washington, to-wit:-

Tract Number Eight (8) Plate number four (4) containing 2.83 acres, also Tract Number Nine (9) Plate Number Four (4) containing 1.86 acres also That portion of Tract Number Seven (7) Plate Number Four (4) described as follows: Beginning at the initial point, which is 1,452.5 feet south and 3245.6 feet east of the north meander corner between sections twenty eight (28) and twenty nine (29) thence north 550 feet; thence east 70 feet; thence north 18° 25' west 26 feet; thence north 39° 42' west 123.2 feet; thence south 26° 25' west 458.6 feet; thence south 44° 09' west 130 feet; thence south 54° 21' west 50 feet; thence south 117 feet; thence east 320.1 feet to the place of beginning, containing an area of 4.409 acres.

All as shown on the official map of Anacortes Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Subject however, to any lien/^{or liens} ^{created} that may arise or be in consequence of or pursuant to the provisions of an act of the Legislature of the State of Washington, entitled, "An Act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon tide and shore lands belonging to the state, granting rights of way across lands belonging to the state," approved March 9, 1893.

"The grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all oils, gases, coal, ores, minerals and fossils of every name, kind or description, and which may be in or upon said lands above described or any part thereof, and the right to explore the same for such oil, gases, coal, ores, minerals and fossils; and it is also hereby expressly saves and reserves out of the grant hereby made, unto itself its successors and assigns forever, the right to enter by itself, its agents, attorneys and servants upon said lands or any part or parts thereof, at any and all times, for the purpose of opening, developing and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns forever the right by its or their agents, servants and attorneys at any and all times to erect, construct, maintain and use all such buildings machinery, roads and railroads, sink such shafts, remove such soil and to remain on said lands or any part thereof for the business of mining and to occupy as much of said land as may be necessary or convenient for the successful prosecution of such mining business hereby ^{expressly} reserving to itself, its successors and assigns as aforesaid, generally all rights and powers in, to, and over said lands, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the property and rights hereby expressly reserved:" Provided, That no rights shall be exercised under this reservation by the State, its successors or assigns, until Provision made by the State, its successors or assigns to pay to the owner of the land upon which the rights herein reserved to the State, its successors or assigns, full payment for all damages sustained by said owner, by reason of entering upon said land.

TO HAVE AND TO HOLD, the said premises, with their appurtenances, unto the said Fred J. Wood, his heirs and assigns, forever.

Witness The Seal of the State affixed this 5th day of January 1912.

H.E. May, Governor

J. Grant Hinkle

Assistant Secretary of State.

State Record of Tide Land Deeds, Volume 11 Page 62.

3220-21-70

Filed for record at request of Mt. Vernon Inv. Co., on the 28 day of June 1912 at 20 min. past

THIS INDENTURE made this 18th day of

August, 1961, between SKYLINE ON BURROWS BAY, INC., a corporation of the State of Washington, and hereinafter called "GRANTOR," and PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation, hereinafter called "GRANTEE," WITNESSETH:

That in consideration of ONE (\$1.00) DOLLAR and other valuable considerations, receipt of which is hereby acknowledged, the grantor hereby grants and conveys to the grantee, its successors and assigns, the right to construct, reconstruct, improve, repair, maintain and operate an electric transmission and/or distribution line consisting of poles with necessary braces, guys and anchors, cross-arms, insulators, transmission, distribution and signal wires, transformers, and other necessary or convenient facilities and equipment over and across the hereinafter described land located in Skagit County, State of Washington. The grantee, its successors and assigns, shall have the right within its own discretion to place such portion or portions of such electric equipment underground or overhead as it may desire.

That portion of the East half of Section 28 and of the West half of Section 27, Township 35 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of the East half of Section 28; thence South $35^{\circ}09'55''$ East 1602.23 ft., thence South $8^{\circ}47'$ West 238.27 ft., thence South $28^{\circ}48'30''$ West 444.60 ft.; thence South $27^{\circ}14'30''$ West 265.61 ft., thence South $29^{\circ}02'$ West 259.21 ft. to a point which is 25 feet North of the highwater line of Burrows Bay; thence South $0^{\circ}14'15''$ West parallel to the West line of the East half of Section 28, 90.0 feet, more or less, to the North line of the Tide and Shorelands Tracts as shown on Plate 3 and Plate 4

54620
SKAGIT COUNTY, WASHINGTON

Red Book, Entry 1st

PAID

JAN 26 1962

Amount Paid

County

Recorder

Notary Public

of Tide and Shore Lands of Sections 27, 28 and 29, Township 35 North, Range 1 East of the Willamette Meridian, according to the maps thereof on file at the office of the State Commissioner of Lands, Olympia, Washington; thence following said Northerly line in an Easterly direction to a point on the West line of the East 327.49 feet of Government Lot 1, Section 27; thence North $0^{\circ}14'15''$ East parallel with the East line of said Government Lot 1, 355 ft. more or less, to a point which is 180 ft. North of the present high-water line of Burrows Bay; thence North $17^{\circ}00'$ West 400.0 ft.; thence North $24^{\circ}00'$ West 1050.0 ft.; thence North $49^{\circ}37'$ West 592.0 ft. to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28; thence North $0^{\circ}14'15''$ East along the East line of said subdivision 1311.83 ft. to the North line of said subdivision; thence North $89^{\circ}53'$ West along the North line of said subdivision 2651.56 ft. to the point of beginning, EXCEPT roads, and EXCEPT the following described tract, to-wit:

The North 643.5 ft. of the West 330.0 ft. of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28.

Also the following described tide and shore lands of Anacortes Harbor in Sections 27 and 28, Township 35 North, Range 1 East of the Willamette Meridian, according to the maps thereof on file at the office of the State Commissioner of Lands, Olympia, Washington, to-wit:

Tract No. 1, Plate No. 3 (except that portion lying in front of the East 327.49 ft. of Government Lot 1, Section 27), all of Tract No. 9 of Plate No. 4 in Section 28. All of Tract No. 8 of Plat No. 4, in Section 28, all of Tract 7A as shown upon the Replat of Lagoon Waterway, filed in the office of the Commissioner of Public Lands at Olympia, Washington, on November 6, 1922, and that portion of Tract No. 7, Plate No. 4, Section 28, described as follows:

Beginning at the initial point as shown on said Map which is 1432.5 ft. South and 3243.6 ft. East of the North meander corner between Sections 28 and 29, Township 35 North, Range 1 East of the Willamette Meridian; thence North 550 ft., thence East 70 ft., thence North $18^{\circ}23'$ West 28 ft., thence North $39^{\circ}42'$ West 133.2 ft., thence South

26°33' West 438.8 ft., thence South 44°09' West 180 ft., thence South 54°21' West 50 ft., thence South 117 ft., thence East 380.1 ft. to the point of beginning.

Such lines and equipment may be placed from time to time as needed in such locations on said lands of grantor as may be mutually agreed upon by Grantor and Grantee, and the same may be extended and altered from time to time as may be mutually agreed upon by Grantor and Grantee.

Grantee shall compensate Grantor for any physical damage to its lands and to any improvements thereon by reason of the exercise of the rights herein granted. Depreciation in value of land or improvements resulting from the presence of any facilities of the Grantee shall not be considered in determining compensation payable by Grantee.

If at any time the facilities of the Grantee, constructed and maintained pursuant to this easement, materially interfere with the development and use of the lands of Grantor, the Grantor, may, at its option and by giving not less than ninety (90) days written notice to the Grantee, terminate this easement with reference to that portion thereof that interferes with such development and use; provided, that the Grantor shall grant an alternate easement for the facilities of Grantee and shall pay the costs incurred by Grantee in changing such facilities.

This easement does not constitute an approval, license or authorization for any facilities of the Grantee now on any of the lands covered hereby and constructed thereon without prior authorization, license or easement from the owner of said lands, nor shall it affect or limit any rights of Grantee in relation thereto.

Grantee shall have the right of access across the adjacent land of the Grantor in order to exercise the rights granted by this instrument.

Grantee shall have the right, at any and all times, to cut, top and/or trim any and all brush or trees now or hereafter standing or growing upon said land or adjacent land of the Grantor which are or may be within twenty-five (25) feet of any overhead construction, and also the right to cut, top and/or trim any trees upon said land or adjacent land of the Grantor which, in falling, could come within seven (7) feet of any of the poles, fixtures, guys, conductors or other facilities of the Grantee or in any manner be a menace or hazard thereto.

The rights herein granted to the Grantee shall continue in force until such time as the Grantee, its successors or assigns, shall completely remove its structures and equipment from said land or shall otherwise permanently abandon the same. Upon such removal or abandonment all rights hereby granted shall terminate.

IN WITNESS WHEREOF this instrument has been executed the day and year first above written.

SKYLINE ON BURROW BAY, INC.

BY

Its President

ATTEST:

W. Stuart L. King
Its Vice President

GRANTOR

PUGET SOUND POWER & LIGHT COMPANY

BY

John D. Woolin
Its Vice President-Operations

ATTEST:

3:7
[Signature]
Its Assistant Secretary

As to Form

Sum Evid
Description
Department Head
Reg. Inst. Insurance Dept
Eng. Dept
Manager

GRANTEE

VOL 321 PAGE 217

VOL 321 PAGE 218

STATE OF WASHINGTON,)
: ss
COUNTY OF SKAGIT,)

On this 18th day of August, 1961

before me personally appeared

J. K. NEILS and H. STUART LITZSINGER,

to me known to be the

President and Vice-President,
respectively, of SKYLINE ON BURROWS BAY, INC., the
corporation that executed the within and foregoing
instrument, and acknowledged said instrument to be the
free and voluntary act and deed of said corporation,
for the uses and purposes therein mentioned, and on
oath each stated that he was authorized to execute said
instrument and that the seal affixed is the corporate
seal of said corporation.

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


NOTARY PUBLIC in and for the
State of Washington, residing
at Bellingham



600

647291

JAN 15 1962

PAUL JOHNSON
SKAGIT COUNTY AUDITOR
DEPUTY

JAN 25 11 57 AM 1962

RECORDED & FILED
REQUEST OF

Maid
P.S.P. & L.
J.M. Geo. Mann
1329 State
Bellingham, Wash.

818681 EASEMENT

H-56824-28

THE GRANTORS, SKYLINE INN, INC., a Washington Corporation, and MORTGAGE TRUST OF AMERICA, a California Trust, for and in consideration of the sum of One and no/100 (\$1.00) dollar in hand paid, receipt of which is hereby acknowledged, and for other good and valuable consideration, do by these presents, declare, grant, bargain, sell and convey unto

CITY OF ANACORTES

GRANTEE, a perpetual easement and right of way for the purpose of constructing, operating, maintaining, repairing and replacing utilities and related appurtenances, together with the right of ingress, and egress for all purposes necessary and related thereto, over, under, through, along and across the following described real property situate in the City of Anacortes, Skagit County, State of Washington, being more particularly described as follows:

A STRIP OF LAND 10.000 FEET IN WIDTH, 5,000 FEET ON EACH SIDE OF A LINE LOCATED IN GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 35 N, RANGE 1 E, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 28;

THENCE DUE SOUTH - 2227.265 FEET;

THENCE DUE EAST - 650.931 FEET;

THENCE S 73°10'26" E - 165.824 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S 63°23'04" E - 253.550 FEET;

THENCE S 40°33'04" E - 244.120 FEET;

THENCE S 22°56'49" W - 180.000 FEET.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this day of May , 1975

SKYLINE INN, INC., a Washington Corporation

By Harry Davidson
Harry Davidson

MORTGAGE TRUST OF AMERICA, a California Trust

By Carl Halterman

By Carl Halterman - Secretary

Official Records

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss

VOL 184 PAGE 418

On this day personally appeared before me, HARRY DAVIDSON, to me known to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument.

Given under my hand and official seal this 3rd day of May, 1975.

818681

Notary Public in and for the State of Washington, residing at Everett

STATE OF California)
COUNTY OF San Francisco) ss

On this 15th day of May, 1975, before me, the undersigned,
a Notary Public, duly commissioned and sworn, personally appeared R. W. Lerner
and C. W. Hollander to me known to be the
Vice President and Secretary
respectively of MORTGAGE TRUST OF AMERICA, a California Trust, the ~~corporation~~ that
executed the foregoing instrument, and acknowledged the said instrument to be the
free and voluntary act and deed of said ~~corporation~~, for the uses and purposes therein
mentioned, and on oath stated that they are authorized to execute the said
instrument and that the seal affixed is the ~~corporate~~ seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above
written.



818681

Doris
Notary Public in and for the State of
California, residing at
San Francisco

Received for record at June 9, 1975, 2:43 pm
at request of D. W. Lerner, Cash File
Luella Henry, Auditor Skagit Co., Washington

Official Records

VOL 184 PAGE 419

818681

818685

E A D E N H A N
H-5624-28

THE GRANTORS, SKYLINE ASSOCIATES, a Washington Limited Partnership, and MORTGAGE TRUST OF AMERICA, a California Trust, for and in consideration of the sum of One and no/100 (\$1.00) Dollar in hand paid, receipt of which is hereby acknowledged, and for other good and valuable consideration, do by these presents declare, grant, bargain, sell and convey unto CITY OF ANACORTES

GRANTEE, a perpetual easement and right of way for the purpose of constructing, operating, maintaining, repairing and replacing utilities and related appurtenances, together with the right of ingress, and egress for all purposes necessary and related thereto, over, under, through, along and across the following described real property situate in the City of Anacortes, Skagit County, State of Washington, being more particularly described as follows:

A STRIP OF LAND 10.000 FEET IN WIDTH, 5.000 FEET ON EACH SIDE OF A LINE LOCATED IN GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 35 N, RANGE 1 E, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF LOT 59 OF THE PLAT OF SKYLINE NO. 16, ACCORDING TO THE PLAT RECORDED IN VOLUME 10 OF PLATS, PAGES 23 - 25, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE S 50°55'35" E - 156.721 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 18°20'19" W - 189.500 FEET;
THENCE S 18°40'19" W - 97.740 FEET;
THENCE S 02°29'19" W - 384.960 FEET;
THENCE S 07°03'41" E - 255.540 FEET;
THENCE S 0°08'19" W - 39.260 FEET;
THENCE S 2°23'19" W - 214.800 FEET.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals
this day of May , 1975 ,

SKYLINE ASSOCIATES, a Washington
Limited Partnership

By Harry Davidson
Harry Davidson, General Partner
MORTGAGE TRUST OF AMERICA, A
California Trust

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) ss

By C. J. Haller

On this day personally appeared before me HARRY DAVIDSON, to me known to be the General Partner of SKYLINE ASSOCIATES, a Washington Limited Partnership, the partnership described in this instrument and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 3rd day of May, 1975

Ellen L. Williams
Notary Public in and for the State of
Washington, residing at Bremerton

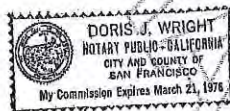
818685

Official Records
VOL 184 PAGE 426

STATE OF California)
COUNTY OF San Francisco) ss

On this 15th day of May, 1975, before me, the undersigned,
a Notary Public, duly commissioned and sworn, personally appeared W. C. Cramer
and C. W. Hatter to me known to be the
President and Secretary
respectively of MORTGAGE TRUST OF AMERICA, a California Trust, the corporation that
executed the foregoing instrument, and acknowledged the said instrument to be the
free and voluntary act and deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that they are authorized to execute the said
instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above
written.



818685

Doris J. Wright
Notary Public in and for the State of
California, residing at
San Francisco.

Received for record at June 9, 1975, 2:46 pm
at request of First State Title Co.
Luelle Henry, Auditor Shaght Co., Washington

Official Records

VOL 184 PAGE 427

818685

818686 EASEMENT
H-56824-28

THE GRANTORS, SKYLINE ASSOCIATES, a Washington Limited Partnership, and MORTGAGE TRUST OF AMERICA, a California Trust, for and in consideration of the sum of One and no/100 (\$1.00) Dollar in hand paid, receipt of which is hereby acknowledged, and for other good and valuable consideration, do by these presents declare, grant, bargain, sell and convey unto CITY OF ANACORTES

GRANTEE, a perpetual easement and right of way for the purpose of constructing, operating, maintaining, repairing and replacing utilities and related appurtenances, together with the right of ingress, and egress for all purposes necessary and related thereto, over, under, through, along and across the following described real property situate in the City of Anacortes, Skagit County, State of Washington, being more particularly described as follows:

A STRIP OF LAND 10.000 FEET IN WIDTH, 5.000 FEET ON EACH SIDE OF A LINE LOCATED IN GOVERNMENT LOT 4, SECTION 28, TOWNSHIP 35 N, RANGE 1 E, W.M., DESCRIBED AS FOLLOWS:
COMMENCING AT THE N 1/4 CORNER OF SAID SECTION 28;
THENCE DUE SOUTH - 2227.265 FEET;
THENCE DUE EAST - 650.931 FEET;
THENCE S 73°10'26" E - 165.824 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 63°23'04" E - 253.550 FEET;
THENCE S 40°33'04" E - 244.120 FEET;
THENCE S 22°56'49" W - 180.000 FEET.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals
this day of May , 19 75.

SKYLINE ASSOCIATES, a Washington Limited Partnership

By Harry Davidson
Harry Davidson, General Partner
MORTGAGE TRUST OF AMERICA, A
California Trust

STATE OF WASHINGTON)
COUNTY OF Snohomish) ss

By Cristaltona - Secretary

On this day personally appeared before me HARRY DAVIDSON, to me known to be the General Partner of SKYLINE ASSOCIATES, a Washington Limited Partnership, the partnership described in this instrument and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 3rd day of June, 1975.

Ed Lewis
Notary Public in and for the State of
Washington, residing at Everett

Official Records

VOL 184 PAGE 428

818686

STATE OF California,
COUNTY OF San Francisco, ss

On this 15th day of May, 1978, before me, the undersigned,
a Notary Public, duly commissioned and sworn, personally appeared R.W. Carson
and C.H. Hallman to me known to be the
President and Secretary
respectively of MORTGAGE TRUST OF AMERICA, a California Trust, the corporation that
executed the foregoing instrument, and acknowledged the said instrument to be the
free and voluntary act and deed of said corporation, for the uses and purposes therein
mentioned, and on oath stated that they are authorized to execute the said
instrument and that the seal affixed is the corporate seal of said corporation. Trust

WITNESS my hand and official seal hereto affixed the day and year first above
written.



Doris J. Wright
Notary Public in and for the State of
California, residing at
San Francisco

818686

Received for record at June 9, 1978 2:49 pm.
at request of Pioneer Bank Title Co.
Luelle Henry, Auditor Shaght Co., Washington

Official Records

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818686

TREASURER'S CERTIFICATE:

Ruth Wales by Carol Denning, deputy
Slaght County Treasurer

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed. He acknowledged that he executed the foregoing instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 19____.

Notary Public in and for the State of _____.

Harry Davidson
Harry Davidson, General Partner

Donald Lewis
J. Donald Lewis
Miss President

Lynard K. Hobbs
Lynard K. Hobbs
Miss President

State of Washington
County of Skagit

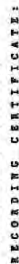
John S. Gadaiv
Notary Public in and for the State of Washington
Residing at Anacortes

County of San Diego State of California

On this 26th day of April 1987, before me, the undersigned Notary Public, in and for the State of California, personally appeared James W. Hays, known to me to be the Owner of the foregoing, and duly constituted and authorized, who acknowledged to me that he is the Owner of the foregoing, and that he executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of him, and that he executed the foregoing instrument for the purposes and consideration therein expressed, and that he authorized me to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year above written.

Notary Public for California



by: Linda Henry Deputy Auditor
Skagit County Auditor

13-19

This plat of Skyline No. 13 embraces those portions of Government Lot 1 and Tract No. 1, Plate No. 3 of Tide and Shore Lands, of Section 27, and Government Lot 4 and 5, and the N¹/₂ of the NE¹/₄ and Tracts 7-A and 8 and 9, Plate No. 4 of Tide and Shore-Lands of Section 28, all in Township 35 N, Range 1 E, W.N.M., Stagit County, Washington, more particularly described as follows:

Thence: 530°11'36" - along said westerly and westerly line - 133.69 feet to the beginning of a curve to the left;
Thence: 422.95 feet - along the arc of said curve, having a radius of 345.00 feet and a central angle of 38°54'48" to the point of tangency;
Thence: 573°11'57" - along said westerly and westerly line - 159.46 feet to the beginning of a curve to the right;
Thence: 136.50 feet along the arc of said curve - having a radius of 330.00 feet and a central angle of 18°11'15" - to the beginning of a reverse curve to the left;
Thence: 170.57 feet along the arc of said reverse curve - having a radius of 470.00 feet, and a central angle of 20°47'34" - to the point of tangency;

Thence: N13°59'12"E - along the easterly line of said Tract "B" - 740.00 feet to the SE corner of plat A-285AAM; No. 18 - along the plat recorded in volume 9th of plats, at page 111 - Records of Skagit County, Washington;
No. 18 - along the northerly line of said Tract "A" extended East - 59.87 feet to the westerly line of
Tract: S73°20'21"E - along the northerly line of said Tract "A" extended East - 59.87 feet to the westerly line of
said Graveline No. 18;
Thence: S76°06'00"W - along the southerly and westerly bank of "Toussard Run" - 278.23 feet;

Thence: S43°35'15"E - along main bank - 120.49 feet;
Thence: S02°44'46"W - 135.18 feet to the "Inner Harbor Line" of Huron Bay - as shown on plates 3 and 4 of "Wade and Sherr Land";
Thence: S02°44'46"W - 135.18 feet to the "Inner Harbor Line" of Huron Bay - as shown on plates 3 and 4 of "Wade and Sherr Land";
Thence: S02°44'46"W - 135.18 feet to the "Inner Harbor Line" of Huron Bay - as shown on plates 3 and 4 of "Wade and Sherr Land".

under A.T. #601774, recorded in book 1 of surveys, at page 58, records of Skagit County, Washington; under said East Line - 493.46 feet to the southerly line of that certain tract of land conveyed to Thence: Due North along said East Line - 493.46 feet to the southerly line of that certain tract of land conveyed to

beginning of a reverse curvature to the left;
Thence: 150.15 feet - along the arc of said reverse curvature - having a radius of 1134.56 feet and a central angle of 70° 15' 59".

conveyed to HUGHES & HUTCHES, INC., and recorded under No. 70,112, at 9:00 A.M. containing as page 772 contains the following:

Stagit County, Washington:
Thence S88°02'54"W - along said southerly line - 158.67 feet to the S.E. corner of said tract of Hughes & Hutches Inc.;

Thence: 42.41 feet - along the arc of said curve - having a radius of 30.00 feet and a central angle of $81^{\circ}00'16''$ - to the westerly line of Skyline Way - according to the plat of Skyline No. 13, recorded in volume 9 of plats, at page 97,

point of tangency:
Thence: Due South - along said westerly line - 650.72 feet to the point of beginning - containing 23.042 acres, more or less
corrects via a non-exclusive easement for ingress, egress and utilities over and across Tract "B" of the Plat of "SKYLINE

Situated in the County of Seagle, State of Washington.
Subject to assessments, restrictions, reservations, etc. (if any) of records.

Approved and accepted this 6 day of August 1980, by the City of Anacortes,
[Signature] *[Signature]*

I hereby certify that 8th day of August 1947
Anastacia that W. F. Allen
is duly approved by the remaining commission on the 24th of

Examined and approved this 6th day of August 1980.
David M. Smith Jr.
City Engineer

1000

SKYLINE NO. 19

SECTIONS 27 & 28, TWP. 35N, R. 1E.W.M.

CITY OF ANACORTES

SKAGIT COUNTY, WASHINGTON

8008190061

LAND SURVEYOR'S CERTIFICATE:

I, John J. Vadai, Professional Land Surveyor, do hereby certify that the plat of "SKYLINE NO. 19" is based on an actual survey and that the distances, courses and angles are shown thereon correctly, and that monuments have been set and lot corners staked on the ground as shown on the plat, and that the provisions of the statutes and platting regulations have been fully complied with.

John J. Vadai

John J. Vadai
Reg. Prof. Land Surveyor
Reg. #9636



CERTIFICATE OF TITLE:

Recorded 8/14/80 File No. 2008190070
Volume 112, Pages 339, records of Skagit County, Wash.

RESTRICTIONS:

Restrictive and protective covenants covering all lots in this plat are in accordance with the Declaration of Restrictive Covenants, as filed in volume 47 1/2, records of Skagit County, Washington.

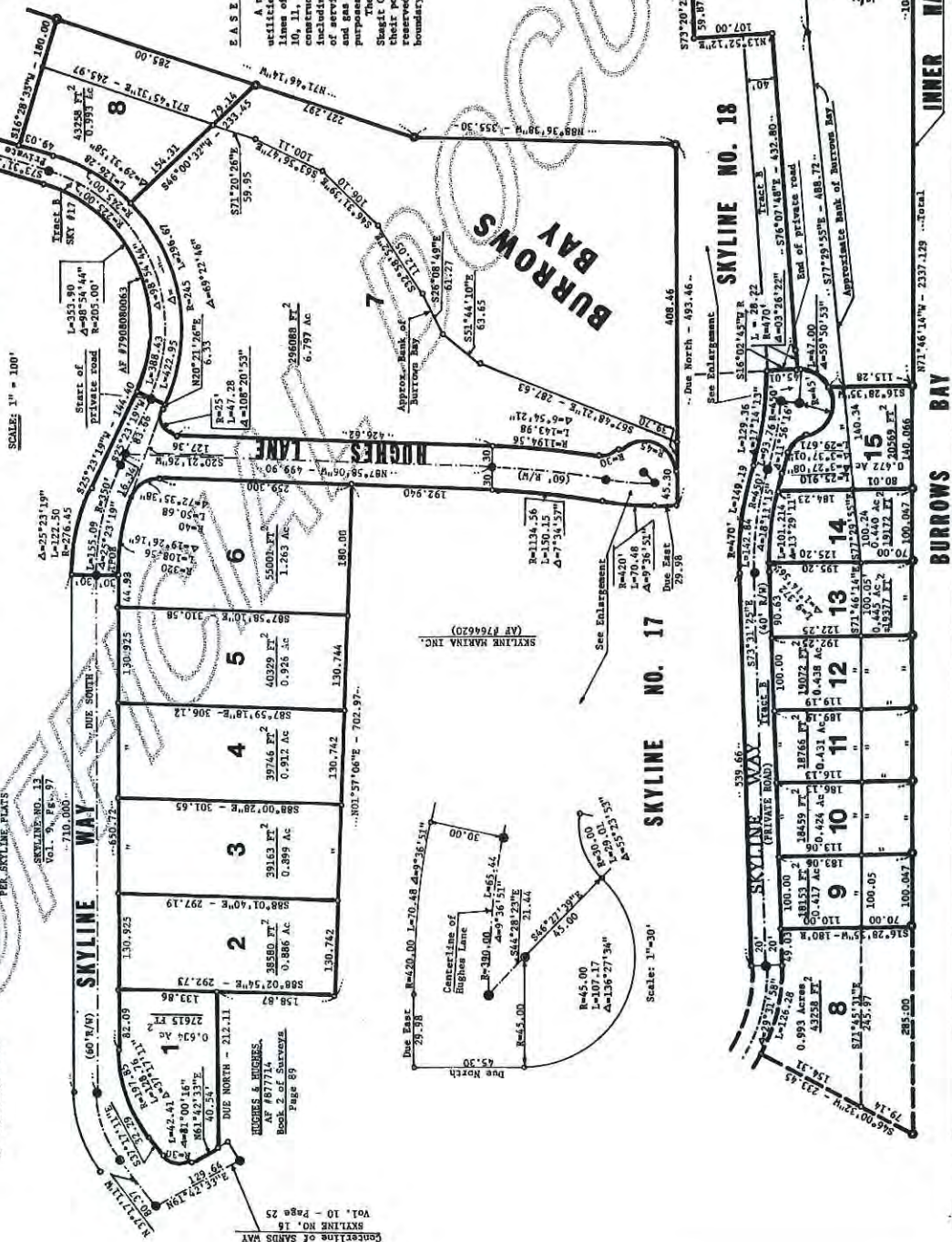
EASEMENT PROVISIONS:

A non-exclusive easement is hereby reserved for and granted to all public and private utilities serving this subdivision, under and upon the exterior two feet of front boundary lines of Lots 7 through 15 including additional utility easements in corners of Lots 7, 8, 9, 10, 11, 12, 13, 14, and 15 as shown on sheet 3 of this plat, in which to install, maintain, operate, and use all equipment and appurtenances necessary and related thereto, for the purpose of serving this subdivision and other property with electric, telephone, CATV, water, sewer and gas service, together with the right to enter upon the lots at all times for the purposes herein stated.

The 10' Sanitary Sewer and 10' Storm Sewer Easements across Lot 7 as recorded by the Skagit County Auditor on 10/15/79, and the 10' Electric Easement recorded from Skagit Point of termination to the Inner Harbor Line. A non-exclusive easement is hereby reserved for and granted to the city of Anacortes under and upon each side of the common boundary line between Lots 15 and 16, extending from Skyline Way to the Inner Harbor Line.



- Rebar
- Concrete Monument
- In Steel Casing
- Reference Point



3643
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

4.00
7908080063

44-65569-49

AUG - 8 1979

CLARIFICATION DEED OF EASEMENT

Amount Paid \$ 100.00
Ruth Wyle, Co. Treas.
By K9 Deputy

The Grantor, SKYLINE MARINE OWNERS ASSOCIATION (Division #17) hereinafter referred to as the Grantor, for the purpose of quieting title in SKYLINE ASSOCIATES, a limited partnership, in and to a certain easement established in favor of SKYLINE ASSOCIATES by instrument dated July 14, 1970 and recorded under Skagit County Auditor's File #741484, over Tract B of the Plat of SKYLINE DIVISION #17, and Plat being recorded under Skagit County Auditor's File #741482, conveys and warrants unto SKYLINE ASSOCIATES, hereinafter referred to as the Grantee, the following non-exclusive easement, for \$10 and other good and sufficient consideration, to wit:

A perpetual right of way and easement over, across, upon and through Tract B, which includes Skyline Way, as per the face of said Plat of Skyline Division #17, above referred, for the purposes of ingress, egress, utilities and incidental purposes together with a right in the Grantee to transfer said easement to its successors and assigns, and also to transfer the same to the general public.

The Grantee by the recordation hereof agrees as follows:

1. That the Grantee will cause to be completed connection snubs on any utilities and/or water lines placed along the easement above referred at such time as they are installed in order for the Grantor to connect on to said easement. The Grantor shall have no liability for original installation costs of the utilities installed and the Grantee shall hold harmless the Grantor for any late-comer charges which might be assessed.

2. The Grantee understands and acknowledges that nothing contained in this Deed shall be construed as giving a right in the Grantee, its successors or assigns, or to the general public, the right to park upon Tract A of the Plat of Skyline Division #17, as that parking privilege is the sole and exclusive right of the Skyline Marine Owners Association and the members thereof.

DATED this 10 day of April 1979.

Witnessed at Skagit Co., Washington
this 10 day of April 1979.

SKYLINE MARINE OWNERS ASSOC. BY

Attest:
C. K. Hickard
Secretary

Vice-President

MICHAEL W. SMITH
Attorney At Law
P. O. Box 438
1010 SIXTH STREET
ANACORTES, WA. 98021
Telephone 206-344-3333

Page 1 of 2

Return To

Anderson & Anderson
P.O. Box 707
Anacortes, WA 98021

7908080063

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VOL 374 PAGE 218
FILED FOR RECORD AT
REQUEST OF:
PIONEER NATIONAL TITLE INSURANCE CO.
2221 Riverside Drive, Alcant Vernon, WA

STATE OF WASHINGTON }
County of ^{King} Skagit } SS.

On this 11 day of April, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared JAMES ANDERSEN, to me known to be the Vice-President of SKYLINE MARINE ASSOCIATION (Division #17) the Association that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Association, for the uses and purposes therein mentioned, and on oath stated that he was and is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Eileen M. Kuehn
Notary Public in and for the State of Washington, residing at
Anacortes Bellevue

STATE OF WASHINGTON }
County of Skagit } SS.

On this 13th day of April, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared CLIFFORD HECKARD, to me known to be the Secretary of SKYLINE MARINE ASSOCIATION (Division #17) the Association that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Association, for the uses and purposes therein mentioned, and on oath stated that he was and is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Mark R. Smith
Notary Public in and for the State of Washington, residing at
Anacortes

MICHAEL W. SMITH
Attorney At Law
P. O. Box 438
1010 SIXTH STREET
ANACORTES, WA. 98221
Telephone 206-299-3333

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7908080063

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5 00

3008190071

COVENANTS AND CONDITIONS OF
PLAT OF SKYLINE NO. 19
SECTIONS 27 and 28
TWP. 35 N. R.1 E.W.M.,
SKAGIT COUNTY, WASHINGTON

Aug 19 1980 4:18
John J. Ladai
Ladai & Co. Auditor General Co., Washington

SKYLINE ASSOCIATES, a limited partnership, by Harry Davidson, general partner, does by these presents make, establish, confirm, grant, reserve, and hereby impress upon Skyline No. 19, an addition in the City of Anacortes, Skagit County, Washington, the following covenants, conditions, grants and reservations, which shall run with said land, and any rights of easement appurtenant thereto, and does hereby bind said partnership and all of their future grantees, assignees, heirs and successors:

1. That area designated on the plat map of Hughes Lane shall be constructed by SKYLINE ASSOCIATES and shall thereafter be maintained by the City of Anacortes.

2. That area designated on the plat map as Skyline Way shall be constructed by SKYLINE ASSOCIATES and thereafter, the portion of said roadway that is not public shall be maintained to a standard acceptable to the City of Anacortes by the Skyline 19 Road Maintenance Association, as established by that certain Declaration of Protective Conditions, Covenants and Restrictions recorded under Auditor's File No. 3008190072 in the records of Skagit County, Washington.

3. The City of Anacortes shall be granted easement rights for the purposes of maintaining, repairing, replacing, and incidental purposes for any and all utilities placed upon the subject property.

3008190071

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4. The City of Anacortes shall be granted the right to maintain fire lanes along Hughes Lane and Skyline Way and to enforce parking restrictions on said roadways.

5. Street lighting shall be constructed upon Hughes Lane and Skyline Way by SKYLINE ASSOCIATES and thereafter the Skyline 19 Road Maintenance Association shall be responsible for the maintenance of, and payment of utility costs charged in connection with use of, such of that lighting as is along the portion of said roadways that are not public.

6. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other covenants, which shall remain in full force and effect.

IN WITNESS WHEREOF, this document is executed and entered into this 14th day of August, 1980.

SKYLINE ASSOCIATES,
a limited partnership

By Harry Davidson
Harry Davidson, General Partner

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

On this day personally appeared before me Harry Davidson, to me known to be the general partner of Skyline Associates, and the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same for and on behalf of Skyline Associates, a Washington limited partnership, and that he was authorized so to do, as

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the free and voluntary act and deed of said partnership for
the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of
August, 1980.



Sharon G. Burdick
Notary Public in and ~~for~~ the
state of Washington, residing
at Raymond

Unrecorded Record

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3028250071

700

DECLARATION OF PROTECTIVE CONDITIONS,
COVENANTS AND RESTRICTIONS

SKYLINE ASSOCIATES - and for record at Aug 17, 1980 4:18 p.m.
"SKYLINE NO. 19" John G. Vadai

3-1200072

This Declaration is made this 14th day of August,
1980 by SKYLINE ASSOCIATES, a Washington limited partner-
ship ("Developer").

ARTICLE I. RECITALS

1.01 Ownership. Developer is the owner of the real
property in Skagit County, Washington, described as Lots 7
through 16, Plat of Skyline No. 19 recorded under Audi-
tor's File No. 8007190069 in the records of Skagit
County, Washington (the "Property").

1.02 Purpose. In order to establish a program for
proper maintenance of the private roadway servicing all of
the lots included in the Property, which roadway is desig-
nated on the Plat of the Property as "Skyline Way" and is
hereinafter referred to as the "Private Road," and for
maintenance of, and payment of utility charges for, street
lighting along the Private Road, Developer desires to
impose mutual and beneficial Protective Conditions, Cove-
nants and Restrictions ("CC&R's") for the benefit of
Developer and the future owners of the Property.

ARTICLE II. GENERAL PROVISIONS

2.01 Establishment of CC&R's. Skyline hereby declares
that the Property is now held and shall be transferred,
sold, encumbered, rented, leased, conveyed, used and
occupied subject to these CC&R's which shall run with the
land and shall be maintained and pass with each and every
parcel of the Property to the direct, mutual, and reciproc-
al benefit and in favor of each and every other part and
parcel of the Property, binding any party having any
interest in the Property.

2.02 Definitions.

(a) Association. The Skyline 19 Road Mainte-
nance Association as described in Section 3.01.

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3-1200072

(b) Lot. Any one of Lots 7 through 16 described on the Plat of Skyline No. 19.

(c) Owner. The fee owner of any one of the Lots or, if such Lot is the subject of a real estate contract, the contract vendee thereof.

(d) Owner's Representative. Any Owner which is itself a corporation or association shall designate one of its officers to serve as such owner's representative to the Association and such representative shall be authorized to cast the Owner's vote at all Association meetings and to act for the Owner as a Director and officer of the Association. Similarly, if any Lot is owned jointly by two or more persons, one person shall be designated the Owner's Representative to function as above provided. Any Owner may substitute a new Owner's Representative at any time by notice in writing addressed to the Association c/o the President of the Association indicating the name and mailing address of the new representative.

ARTICLE III. ROAD MAINTENANCE ASSOCIATION

3.01 The Association. All of the Owners shall constitute the Skyline 19 Road Maintenance Association (the "Association"). An initial meeting of the Association shall be held on call of Developer at a time and place designated in a notice to all Owners. At the initial meeting the Association shall adopt bylaws to govern its affairs and its meetings. There shall be at least one annual meeting of the Association and such other special meetings as may be called, as provided in the bylaws. The annual meeting shall be held on the first Tuesday in February at 10:00 a.m. at the mailing address of the Owner or Owner's Representative then serving as President of the Association or at such other place as that individual shall indicate by notice in writing to all other Owners.

3.02 Directors and Officers. At the initial meeting of the Owners three Owners shall be elected to act as Directors of the Association. Each Director shall so act from the time elected until the third annual meeting of the Association following its election and until the election of its successor. The Directors, acting as a Board of Directors, shall have the exclusive authority to contract for all goods and services on behalf of the Association for the maintenance of the Private Road and the lighting along the Private Road, to collect, hold and receive for the Association all maintenance expense

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assessments and other funds belonging to the Association, to account for such funds, to pay for all goods and services contracted for by the Association, to maintain one or more bank accounts in the name of the Association and authorize a person or persons to draw on such accounts, to engage persons to perform services for the Association and to do any and all things necessary and convenient to the caretaking management of the Private Road and the lighting along the Private Road. The Directors shall elect one of them as President of the Association. The Directors shall further have the right to provide for and elect additional officers of the Association if the same shall be deemed necessary and to define the authority and rights of any of the officers from time to time.

If at any time during the term for which an Owner has been elected a Director, such Owner sells or otherwise conveys its Lot to a new Owner, such new Owner shall succeed to the position of Director and to any officer position vacated by the selling Owner and shall continue to act in such capacity until the completion of the original term and the election of a successor as provided in the preceding paragraph.

3.03 Indemnification. Every officer and Director of the Association and every Owner's Representative acting in such capacity shall be indemnified by the Association against all liabilities and expenses, including attorney's fees, which may be incurred by or imposed upon it or him in connection with any matter or proceeding in which it or he may become involved by reason of being or having been an officer or Director of the Association, except in cases where the officer or Director is adjudged guilty of willful misfeasance or malfeasance in performance of duties. Such indemnification shall include settlement of any such matter when the Association approves such settlement. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which the officer or Director may be entitled.

ARTICLE IV. MAINTENANCE AND ENFORCEMENT

4.01 Private Road and Lighting Maintenance. The Private Road shall be maintained to a standard acceptable to the City of Anacortes, and, as necessary, repaired, and the lighting along the Private Road shall be maintained and utility charges incurred in connection with use of the lighting shall be paid, by the Association with all direct costs divided equally among the ten Lots.

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4.02 Assessments. For the purpose of providing funds for the maintenance and repair contemplated by Section 4.01 above, each Lot shall be subject to an assessment of \$100 which sum shall be payable to the Association on or before January 1 of each calendar year, commencing January 1, 1981. At any time after January 1, 1982 the amount of such assessment may be increased, no more often than once every two years, by a majority vote of the Owners represented at any annual meeting of the Association.

4.03 Special Assessments. If at any time the Board of Directors determines that maintenance or repair work is necessary on the Private Road or on the lighting along the Private Road and the funds of the Association are insufficient to pay for such work, the cost of such work in excess of the funds on hand in bank accounts of the Association shall be divided equally among the Lots and each Lot shall be assessed its share, which sum shall be due and payable ten days after the giving of notice by the Association to each Owner of the amount of such assessment.

4.04 Collection of Assessments. All unpaid assessments shall constitute a lien on the Lot against which the assessment was made from the date such assessment was due and payable and interest on the unpaid amount at the rate of twelve percent (12%) per annum and all costs and expenses of collection, including attorney's fees, shall likewise be a lien against the Lot. The lien created by this section shall be subordinate only to the liens of general real estate taxes and assessments and the liens of bona fide first mortgages or trust deeds given for value and held by institutional investors, and may be foreclosed in the manner in which real estate mortgages are foreclosed in Washington, except that there shall be no right of redemption therefrom.

ARTICLE V. MISCELLANEOUS

5.01 Term. These CC&R's and every provision hereof, shall continue in full force and effect for a period of fifty (50) years from the date hereof, and shall be renewed automatically for successive five (5) year periods thereafter unless and until terminated as provided below in Section 5.02 on Modification.

5.02 Modification. These CC&R's or any provision thereof may be extended, modified, or amended as to the whole or any part of the Property, as follows:

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The Association shall send written notice (which notice shall be deemed received three days after deposit in the United States mails, certified or registered, return receipt requested) to all Owners specifying the precise changes to be effected to these CC&R's. Unless within thirty (30) days of such notice, over fifty percent (50%) of the Owners have objected in writing to the Association, the Association may record notice of such extension, modification, or amendment, which notice shall include a certificate to the effect that compliance has been had with this Section 5.02 and that it has not received objections from more than fifty percent (50%) of the Owners, which record notice shall be conclusive evidence of such facts and that these CC&R's have been so extended, modified, or amended.

5.03 Severability. All of the CC&R's hereunder shall be construed together, but if it is at any time held that any part or provision is invalid or unenforceable, no other provision of the CC&R's shall be thereby affected or impaired.

5.04 Owner's Liability. Upon sale of a Lot, the selling Owner shall have no continuing liability for obligations accruing subsequent to the date of conveyance, but such sale shall not relieve the new Owner of the obligation to correct any continuing deficiencies or violations of these CC&R's.

DATED: August 14, 1980.

SKYLINE ASSOCIATES

By Harry Davidson
Harry Davidson, General Partner

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

UNOFFICIAL DOCUMENT

On this day personally appeared before me Harry Davidson, to be known to be the general partner of Skyline Associates, and the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same for and on behalf of Skyline Associates, a Washington limited partnership, and that he

8/14/80

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UNOFFICIAL DOCUMENT

was authorized so to do, as the free and voluntary act and deed of said partnership for the uses and purposes therein mentions.

GIVEN under my hand and official seal this 14th day of August, 1980.



Henry A. Curdick
Notary public in and for the state of
Washington, residing at Bellevue, Wa.

8/14/80

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3800166372

Recorded
VOL 412 PAGE 357

FILED FOR RECORD AT
REQUEST OF
PIONEER NATIONAL TITLE INSURANCE CO
2221 Riverside Drive, Mount Vernon, WA

EASEMENT EXCHANGE AGREEMENT

8107310041

THIS AGREEMENT by and between HAROLD MOUSEL, a single man, SKYLINE ASSOCIATES, a Washington Limited Partnership, and TRANSAMERICA REALTY INVESTORS, a California trust, formerly known as Mortgage Trust of America, hereinafter collectively referred to as "Mousel" and SKYLINE MARINE CONDOMINIUM ASSOCIATION, Division Number 18, hereinafter referred to as "Division No. 18", and,

WHEREAS:

A. Mousel constitutes the owner and holders of security interests in that certain real property located in Skagit County, Washington legally described as:

Tract 16, "Skyline Number 19", according to the Plat recorded in Volume 13 of Plats, pages 19, 20 and 21, Records of Skagit County, Washington. (hereinafter referred to as Skyline No. 19)

and that certain property legally described on Exhibit "A" attached hereto and incorporated by reference herein (hereinafter referred to as Exhibit "A").

B. Signatories for Division No. 18 are Trustees and Officers authorized to execute this Agreement on behalf of Division No. 18 for the benefit of the owners of units 1 through 151 of Skyline Marine Condominium, Division No. 18, Records of Skagit County, Washington.

C. Certain questions have arisen between the parties with respect to the easement rights of Division No. 18 over and across Exhibit "A" upon which Mousel proposes to construct certain moorage facilities.

D. Certain questions have arisen with regard to easement rights over and across and under Tract B of Skyline Marine Condominium, Division No. 18.

NOW THEREFORE, in consideration of the mutual benefits inuring to all of the parties hereto it is agreed as follows:

1. Mousel hereby grants and conveys unto Division No. 18 a non-exclusive easement and right-of-way over, across and upon the westerly 50 feet of Exhibit "A". This 50 foot easement shall remain completely free and unrestricted and there shall be no floats or moored boats

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

8107310041

6/19/81

-1-

Jun. 31 1981

Amount Paid \$ *exp. script*
Ruth Wylie, Co. Treas.
By *dlp* Deputy

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or over hangs within said easement. Trustees of Division No. 18 may enforce this easement in law or equity for the benefit of the owners of this Division No. 18.

2. Division No. 18 hereby grants and conveys unto Mousel or his heirs, successors or assigns as the owners of Skyline No. 19 an exclusive easement over, upon, under and across the south half of Tract B of Division No. 18 for ingress, egress, and utilities and incidental purposes thereto. At such time as Mousel obtains final approval for the moorage expansion proposed for Exhibit "A" and for the development of Skyline No. 19 Mousel agrees to pave with asphalt the entire portion of Tract B, of Skyline Divisions No. 18 at his expense. Mousel shall be responsible for maintaining the south half of Tract B of Division No. 18 and Division No. 18 shall be responsible for the cost of any barriers or curbing which may be placed upon tract B to delineate the south half and the north half of Tract B of Division No. 18. Division No. 18 shall have the responsibility to pay any and all costs connected with the maintenance and upkeep of the north half of Tract B of Division No. 18. The Trustees of Division No. 18 shall withdraw any objections that may have been previously filed and make no further objections to Mousel's development of the moorages on Exhibit "A" as currently submitted by Mousel to the City Planning Commission of the City of Anacortes. Mousel acknowledges that the Trustees of Division No. 18 cannot promise, warrant, or covenant that any individual members of the Association shall not act in opposition to Mousel's proposed moorages referred to herein.

3. Mousel hereby quitclaims and conveys any and all interest they may have in easement rights for ingress and egress over and across the north half of Tract B of Division No. 18.

4. The terms and conditions as stated above shall survive and remain in effect for the benefit of the parties hereto and their heirs, successors, and assigns.

5. The name Transamerica Realty Investors is the designation of the Trustees for the time being under a Declaration of Trust dated May 23, 1969, as amended, and all persons dealing with Transamerica Realty Investors must look solely to the Trust property for the enforcement of any claims against Transamerica Realty Investors, as neither the Trustees, officers, agents or shareholders assume any personal liability for obligations entered into on behalf of Transamerica Realty Investors.

8107310041

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DATED this 24th day of July, 1981.

Harold Mousel
Harold Mousel

SKYLINE ASSOCIATES

By Harry Davidson
Harry Davidson, General Partner

SKYLINE MARINE CONDOMINIUM ASSO.

By J. A. Park

By TRANSAMERICA REALTY INVESTORS

TRANSAMERICA REALTY INVESTORS

By Lyman K. Lokken
Lyman K. Lokken, Vice-President

STATE OF WASHINGTON)
COUNTY OF SKAGIT) ss.

THIS IS TO CERTIFY that on this 13th day of July, 1981, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared HAROLD MOUSEL, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Lisa M. [Signature]
Notary public in and for the state of
Washington, residing at 1111 1st St.

8107310041

6/19/81

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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

THIS IS TO CERTIFY that on this 14 day of July, 1981, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared J. A. Park and Dan Davidson, to me known to be the President and Secretary, respectively, of SKYLINE MARINE CONDOMINIUM ASSOCIATION, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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

Linda A Carlson
Notary public in and for the state of Washington, residing at Anacortes

STATE OF WASHINGTON)
) ss.
COUNTY OF SNOHOMISH)

THIS IS TO CERTIFY that on this 20th day of July, 1981, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared HARRY DAVIDSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

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

Mary A Cuddepp
Notary public in and for the state of Washington, residing at Marvick

8107310041

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6/19/81

-4-

STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss.

THIS IS TO CERTIFY that on this 24th day of July, 1981, before me, the undersigned, a notary public in and for the state of California, duly commissioned and sworn, personally appeared James K. Rolles, to me known to be the Vice President of TRANSAMERICA REALTY INVESTORS, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

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



3610C

Giovanna A. D'Angelo
Notary public in and for the state of
California residing at San Gabriel

8107310041

6/19/81

-5-

Official Records
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EXHIBIT "A"

THOSE PORTIONS OF GOVERNMENT LOT 1 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27; TOWNSHIP 35 NORTH, RANGE 1 EAST W.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A" SKYLINE NO. 18; ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, PAGES 110 AND 111; RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE SOUTH 73°20'21" EAST ALONG THE SOUTHERLY LINE OF COMMON AREA OF SAID PLAT, 59.87 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 79°50'06" EAST ALONG THE NORTHERLY LINE OF LOT 16, "SKYLINE NO. 19" ACCORDING TO THE PLAT RECORDED IN VOLUME 13 OF PLATS, PAGES 19-21, RECORDS OF SKAGIT COUNTY, WASHINGTON 278.234 FEET; THENCE SOUTH 49°22'37" EAST, 40.167 FEET; THENCE SOUTH 12°49'49" EAST, 165.957 FEET; THENCE SOUTH 43°55'15" EAST, 120.490 FEET; THENCE NORTH 17°11'33" EAST, 200.482 FEET; THENCE NORTH 18°55'05" WEST 42.086 FEET; THENCE NORTH 48°15'25" WEST 70.466 FEET; THENCE NORTH 55°25'15" WEST, 81.259 FEET; THENCE NORTH 46°57'05" WEST 115.652 FEET; THENCE NORTH 41°14'35" WEST, 85.249 FEET; THENCE NORTH 41°11'20" WEST, 193.048 FEET; THENCE SOUTH 16°02'45" WEST, 300.545 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2.153 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, ETC. (IF ANY) OF RECORDS. SITUATED IN SKAGIT COUNTY, WASHINGTON.

8107310041

Original Record

VOL 447 PAGE 546

EXHIBIT "A"

GUYMER'S DECLARATION:

ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER, HEREBY DECLARE THIS SHORT SUBDIVISION OF "BAYSIDE SHORT PLAT" MADE WITH MY FREE CONSENT AND IN ACCORDANCE WITH MY WISH.

Harold W. Mouzel
HAROLD W. MOUSEL
5809 SANDS WAY
ANACORTES, WA 98021
TELEPHONE: (206) 293-2771

ACKNOWLEDGMENT:

STATE OF : WASHINGTON)
COUNTY OF : SKAGIT) S.S.

ON THIS 24TH DAY OF OCTOBER, 1984, PERSONALLY APPEARED BEFORE ME, HAROLD W. MOUSEL, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

John J. Vadai
JOHN J. VADAI
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT: ANACORTES.



LENDER'S CONSENT:

LENDER'S, "INTERWEST SAVINGS BANK", A WASHINGTON STATE CORPORATION, HEREBY CONSENT TO THIS SHORT SUBDIVISION AND TO THE DEDICATION OF ALL EASEMENTS HEREIN GRANTED.

INTERWEST SAVINGS BANK
A WASHINGTON STATE CORPORATION

Harold W. Mouzel
HAROLD W. MOUSEL
ASSISTANT VICE PRESIDENT,
BRANCH MANAGER

ACKNOWLEDGMENT:

STATE OF : WASHINGTON)
COUNTY OF : SKAGIT) S.S.

THIS IS TO CERTIFY THAT, ON THIS 23RD DAY OF OCTOBER, 1984, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED: FRANK JERETSKY, TO ME KNOWN TO BE THE ASSISTANT VICE PRESIDENT, BRANCH MANAGER, OF "INTERWEST SAVINGS BANK", A WASHINGTON CORPORATION, WHICH CORPORATION EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

John J. Vadai
JOHN J. VADAI
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT: ANACORTES.



BAYSIDE SHORT PLAT

LOT 16, SKYLINE NO. 19 & PART OF SEC. 27, TWP. 35N, RG. 1E, W.M.
CITY OF ANACORTES, SKAGIT COUNTY, WA.

SURVEYOR'S CERTIFICATE:

I, JOHN J. VADAI, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SHORT SUBDIVISION IS BASED UPON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF ANACORTES SHORT SUBDIVISION ORDINANCE NO. 1805, AND THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON.

DATED IN ANACORTES, OCTOBER 8, 1984.

John J. Vadai
JOHN J. VADAI
CERTIFICATE NO. 9636



TREASURER'S CERTIFICATE:

I HEREBY 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 1984.

THIS 24 DAY OF OCTOBER, 1984.

David M. Jurek
DAVID M. JUREK
TREASURER OF SKAGIT COUNTY

BY: DEPUTY TREASURER

CERTIFICATE OF TITLE:

RECORDED THIS 24 DAY OF OCTOBER, 1984, UNDER AUDITOR'S FILE NO: 0410240028, VOLUME 579 OF OFFICIAL RECORDS, AT PAGE(S) 221-223 RECORDS OF SKAGIT COUNTY, WASHINGTON.

APPROVALS:

THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANACORTES SHORT SUBDIVISION ORDINANCE NO. 1805, THIS 24 DAY OF OCTOBER, 1984.

David M. Jurek
DAVID M. JUREK
CITY ENGINEER

David M. Jurek
DAVID M. JUREK
CITY ENGINEER

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 24 DAY OF OCTOBER, 1984, AT THE REQUEST OF JOHN J. VADAI.

David M. Jurek
DAVID M. JUREK
AUDITOR



PREPARED FOR: HAROLD W. MOUSEL 5809 SANDS WAY ANACORTES, WA 98021 TEL: (206) 293-2771	
SCALE: N/A	BOOK NO: N/A
DATE: 10/8/84	APPROVED BY: <i>David M. Jurek</i>
DESCRIPTION: N/A	
JOHN J. VADAI & ASSOCIATES 1916 Commercial Ave., Anacortes, WA. Phone: (206) 293-9391	

vol 6 SP-74/183



PARCEL 'A' OF SKYLINE SHORT PLAT
 PUBLIC UTILITIES TRAILS OF FLOUNDER BAY
 (M-3500 - BOOK 6, PAGES 87-90)
 N11°11'00"W - 193.048'
 N61°57'05"W - 85.249'
 N55°23'15"W - 115.652'
 N45°57'05"W - 81.259'
 N40°11'24"W - 70.460'
 N18°55'00"W - 42.000'

TRACT 3
 2.921 AC.
 (RECORDED SURVEY
 BOOK 3 AT PAGE 64)

TRACT 2
 2.877 AC.

BURROWS BAY

SKYLINE NO. 18
 A MARINE CONDOMINIUM
 (VOLUME 9 - PAGE 111)

TRACT 1
 2.089 AC.
 PROPOSED BAYSIDE-WEST
 COMPLEX

BAYSIDE SHORT PLAT

LOT 16, SKYLINE NO. 19 & PART OF SEC. 27, TWP. 35N, RG. 1E, W. 1/4M.
 CITY OF ANACORTES, SKAGIT COUNTY, WA.



PREPARED FOR: HAROLD W. FISHER
 5809 SAINES WAY
 ANACORTES, WA 98221
 TEL: (206) 296-2771
 SCALE: 1" = 50'
 DATE: 10/6/84
 DRAWN BY: J.V.
 APPROVED BY: -
 DISCUSSION: SEE ABOVE
 JOB NO: 1154-84
 DRAWING NO: -
 JOHN J. VADAI & ASSOCIATES
 2916 Commercial Ave., Anacortes, Wn.
 MERIDIAN: PER SKAGIT PLATS
 Phone: (206) 293-9591

vol 6 SP. 74 184

LEGAL DESCRIPTION:

TOTAL PROPERTY (PER ISLAND TITLE COMPANY'S SHORT PLAT CERTIFICATE NO: SA-3326)

PANEL A

TRACT 16, SKYLINE NO. 19, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PANEL B

THOSE PORTIONS OF GOVERNMENT LOT 1 AND THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 1E, EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A", SKYLINE NO. 18, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 110 AND 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTH 73°20'21" EAST ALONG THE SOUTHERLY LINE OF SAID PLAT, 59.87 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 73°20'21" EAST ALONG THE SOUTHERLY LINE OF SAID PLAT, 59.87 FEET TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 19-21, RECORDS OF SKAGIT COUNTY, WASHINGTON, 278.234 FEET;
THENCE SOUTH 49°22'37" EAST, 40.167 FEET;
THENCE SOUTH 12°49'49" EAST, 165.957 FEET;
THENCE SOUTH 43°55'15" EAST, 120.490 FEET;
THENCE NORTH 17°11'33" EAST, 200.482 FEET;
THENCE NORTH 18°55'05" WEST, 42.068 FEET;
THENCE NORTH 59°23'15" WEST, 81.259 FEET;
THENCE NORTH 48°57'05" WEST, 115.652 FEET;
THENCE NORTH 41°16'35" WEST, 85.249 FEET;
THENCE NORTH 41°11'20" WEST, 193.048 FEET;
THENCE SOUTH 16°02'45" WEST, 300.545 FEET TO THE TRUE POINT OF BEGINNING.

PANEL C

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, AS GRANTED BY INSTRUMENT RECORDED JULY-31, 1981, UNDER AUDITOR'S FILE NO. 810710041, OVER, UPON, UNDER AND ACROSS THE SOUTH HALF OF TRACT B, SKYLINE NO. 18, A CONDOMINIUM-INTENDED FOR A HOORING BASIN AND MARINA USE ONLY, ACCORDING TO SURVEY MAP AND SET OF PLATS, RECORDED IN VOLUME 9 OF PLATS, PAGES 110 AND 111, RECORDS OF SKAGIT COUNTY, WASHINGTON, UNDER AUDITOR'S FILE NOS. 745028 AND 745029; RECORDS OF SKAGIT COUNTY, WASHINGTON; SAID SURVEY MAP SETTING FORTH AND DELINEATING A SECTION OF THE MARINA AND HOORING BASIN, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 110 AND 111, RECORDS OF SKAGIT COUNTY, WASHINGTON, UNDER AUDITOR'S FILE NO. 745027, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATION IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON."

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, ETC., AS SHOWN AND OF RECORDS.

TRACT 1

BEGINNING AT THE SE CORNER OF TRACT B, OF SKYLINE NO. 18, ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, AT PAGE 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE: S13°52'12"W - 14.00 FEET;
THENCE: S76°07'48"E - 35.00 FEET;
THENCE: S71°52'12"W - 24.93 FEET;
THENCE: N18°28'35"E - 115.28 FEET TO THE BEGINNING OF A CURVATURE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET;
THENCE: NORTHEASTLY - 47.00 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 59°50'53";
THENCE: N16°02'45"E - 5.00 FEET TO THE BEGINNING OF A CURVATURE TO THE LEFT, HAVING A RADIUS OF: 470.00 FEET;
THENCE: EASTERLY - 28.22 FEET ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 07°26'22";
THENCE: S76°07'48"E - 432.80 FEET TO THE POINT OF BEGINNING, CONTAINING: 2.095 ACRES, MORE OR LESS.

TRACT 2

BEGINNING AT THE SE CORNER OF TRACT B, OF SKYLINE NO. 18, ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, AT PAGE 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE: N13°52'12"E - 10.00 FEET;
THENCE: S76°07'48"E - 72.00 FEET;
THENCE: N13°52'12"E - 79.82 FEET;
THENCE: S79°58'08"E - 68.40 FEET;
THENCE: S76°07'36"E - 164.72 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET;
THENCE: S76°07'36"E - 39.27 FEET ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 45°00'00";
THENCE: S31°07'36"E - 40.35 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET;
THENCE: SOUTHERLY - 24.93 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 20°34'32";
THENCE: S10°33'04"E - 286.28 FEET;
THENCE: N71°46'14"W - 468.816 FEET;
THENCE: N13°52'12"E - 181.84 FEET;
THENCE: S76°07'48"E - 14.00 FEET TO THE POINT OF BEGINNING, CONTAINING: 2.677 ACRES, MORE OR LESS.

TRACT 3

COMMENCING AT THE SE CORNER OF TRACT B, OF SKYLINE NO. 18, ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, AT PAGE 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE: N13°52'12"E - 10.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE: CONTINUING N13°52'12"E - 97.00 FEET;
THENCE: S79°58'08"E - 59.87 FEET;
THENCE: N13°52'12"E - 72.00 FEET;
THENCE: S41°11'20"E - 193.048 FEET;
THENCE: S41°14'35"E - 85.249 FEET;
THENCE: S46°57'05"E - 115.652 FEET;
THENCE: S48°13'25"E - 70.466 FEET;
THENCE: S18°55'05"E - 42.068 FEET;
THENCE: S00°44'14"W - 135.18 FEET;
THENCE: S00°44'14"W - 86.28 FEET;
THENCE: N71°46'14"W - 286.28 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET;
THENCE: N71°46'14"W - 286.28 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 20°34'32";
THENCE: N31°07'36"W - 40.35 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET;
THENCE: N76°07'36"W - 164.72 FEET;
THENCE: N79°58'08"E - 68.40 FEET;
THENCE: S13°52'12"E - 79.82 FEET;
THENCE: N76°07'48"W - 72.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING: 2.921 ACRES, MORE OR LESS.

NOTES:

- 1) WATER SUPPLY: CITY OF ANACORTES - (WATER SYSTEM).
- 2) SEWAGE DISPOSAL: CITY OF ANACORTES - (SEWER SYSTEM).
- 3) EXISTING ZONING: COMMERCIAL MARINE (C.M.)
- 4) ALL OF THE ACCESSIBLE BULKHEAD LOT CORNERS, WILL BE MONUMENTED WITH REBAR AND CAPS IN PAVEMENT.
- 5) THE REBUDIVISION OF THESE TRACTS, ALSO THE CONSTRUCTION OF BUILDINGS AND DRIVEWAYS ETC., ARE SUBJECT TO THE APPROVALS OF THE APPROPRIATE CITY OFFICIALS.
- 6) THE MAINTENANCE OF PRIVATE ROADS ARE THE RESPONSIBILITY OF THE TRACT OWNERS AND SHALL BE IN DIRECT RELATIONSHIP TO THE USAGE OF THE ROADS.
- 7) THE PREPARATION, AND SURVEY OF THIS SHORT SUBDIVISION IS BASED ON THE FOLLOWING SOURCES:
 - A) ISLAND TITLE COMPANY'S SHORT PLAT CERTIFICATE NOT SA-3326.
 - B) THE INFORMATION SHOWN ON THE APPLICABLE SKYLINE PLATS, AND SURVEY MAPS.
 - C) APPLICABLE STREET MONUMENTS, FOUND AT THE VICINITY OF SUBJECT PROJECT.

BAYSIDE SHORT PLAT

LOT 16, SKYLINE NO. 19 & PART OF SEC. 27, TWP. 35N, RG. 1E-W.M.
CITY OF ANACORTES, SKAGIT COUNTY, WA.



PREPARED FOR:	WALDO W. HOUSEL
SCALE:	N/A
DATE:	10/8/84
APPROVED BY:	N/A
DESCRIPTION:	N/A
PHONE:	(206) 293-9591
ADDRESS:	JOHN J. VADAI & ASSOCIATES 2916 Commercial Ave., Anacortes, Wa.
DATE:	206-293-2921
JOB NO:	118-84
DRAWING NO:	N/A

vol 6 sp 115

Return Name and Address:
COMCAST Cable Communications, Inc.
ATTN: Business Services Group
400 Sequoia Dr.
Bellingham, WA 98226
360-527-8310



200607200063
Skagit County Auditor

7/20/2006 Page 1 of 5 10:33AM

Please print or type information

Document Title(s) 1. Memorandum of Easement— Causland Park Condominiums 2.
Grantor(s) 1. MOUSEL PROPERTIES, LLC. 2. 3.
Grantee(s) 1. COMCAST OF WASHINGTON IV, INC. 2. 3.
Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.) R 01E, T 35N, S 13 ☐ Additional legal is on page <u>5</u> of document.
Assessor's Property Tax Parcel/Account Number P 32370 & P 55406 ☐ Property Tax Parcel ID is not yet assigned. ☐ Additional parcel numbers on page _____ of document.

☒ **NO MONETARY COMPENSATION WAS PROVIDED FOR THIS EASEMENT**

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

COMCAST OF WASHINGTON IV, INC.
400 Sequoia Dr.
Bellingham, WA. 98226
Attn: Business Services Group
360-527-8310

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUL 20 2006

MEMORADUM OF EASEMENT

EXHIBIT A

Amount Paid to
Skagit Co. Treasurer
By Deputy

This Grant of Easement (the "Easement") dated this March 10, 2005, by and between COMCAST OF WASHINGTON IV, INC., its successors and assigns, hereinafter referred to as "Grantee" and MOUSEL PROPERTIES, LLC., hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Service/Access and Installation Agreement dated March 10, 2005, pursuant to which Grantee provides certain broadband communications services to the Premises commonly known as Causland Park Condominiums, located at 1205-19 8th & 1206-20 9th St., Anacortes, Washington.

Now, for good and valuable consideration, Grantor(s), owner(s) of the property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in County of Skagit, State of Washington described as follows:

LEGAL DESCRIPTION: (See Attached Exhibit A)



200607200063
Skagit County Auditor

Grantor(s) agree for themselves and their heirs and assigns that the System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim trees and/or cut roots which may endanger or interfere with said System and shall have free access to said System and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Property of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

This easement shall commence on the date appearing in the first paragraph hereof and shall continue for an initial period of fifteen (15) years. Thereafter, this easement shall be automatically renewed for consecutive terms of two (2) years each, unless otherwise terminated by the parties as set forth in the Agreement.

Executed this 10 day of MARCH, 2006.

WITNESS/ATTEST:

OWNER: MOUSEL PROPERTIES, LLC.

By: *Kim Kane*

By: *Harold Mousel*

Print: Kim Kane

Name: Harold Mousel
Title: Managing Member

ATTEST:

COMPANY: COMCAST OF WASHINGTON IV, INC.

By: _____

By: *John Dietrich*

Print: _____

Name: John Dietrich
Title: VP, North Puget Sound



STATE OF WASHINGTON) NOTARY for MOUSEL PROPERTIES, LLC.
) ss.
COUNTY OF SKAGIT)

The foregoing instrument was acknowledged before me this 10 day of March, 2005, by Harold Mousel of MOUSEL PROPERTIES, LLC., on behalf of MOUSEL PROPERTIES, LLC. He/she is (personally known to me) or (has presented) WA DL (type of identification) as identification and did did not take an oath.

Witness my hand and official seal.

THERESA E. YOUNG
STATE OF WASHINGTON
NOTARY --0-- PUBLIC
MY COMMISSION EXPIRES 12-16-07

(Seal)

Theresa E Young

Theresa E Young Notary Public
(Print Name)

My commission expires: 12-16-07

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

NOTARY for COMCAST

The foregoing instrument was acknowledged before me this 1 day of April, 2006 by JOHN DIETRICH of COMCAST OF WASHINGTON IV, INC., on behalf of the corporation. He is personally known to me and did not take an oath.

Witness my hand and official seal.



(Seal)

Laura Anne Taxacs

Laura Anne Taxacs
(Print Name)

My Commission expires: 12-29-09

PLEASE DO NOT WRITE IN THE MARGINS. THE COUNTY AUDITOR'S OFFICE WILL NOT RECORD THE DOCUMENT IF THERE IS ANY WRITING IN THE MARGIN.



GRANT OF EASEMENT

Exhibit A

LEGAL DESCRIPTION

Causland Park Condominiums

1205-19 8th & 1206-20 9th St., Anacortes, Skagit County

Quarter, Quarter, Section, Township and Range: R 01E, T 35N, S 13

Parcel or Tax Account Number(s): P 32370 & P 55406

LEGAL DESCRIPTION REQUIRED

P 32370

PTN GOV LT 1 & SW1/4 NW1/4 AKA TR 3

S/P ANA 84 - 001

P 55406

ANACORTES LOT 14 BLK 76 ALL OF 3 TO

14 LESS PTN IN LOT 15 & ABAND G N R/W

Plat Name: Anacortes



After recording, return document to:

Skyline Beach Club

6041 Sands Way

Anacortes, WA 98221



200907280031

Skagit County Auditor

7/28/2009 Page

1 of

11

9:44AM

ByLaws

SKYLINE BEACH CLUB

6041 SANDS WAY

ANACORTES, WA 98221

THIS BOOK IS THE PROPERTY OF

The purchaser(s) of

LOT _____

DIVISION _____

PLAT OF SKYLINE

CITY OF ANACORTES

SKYLINE BEACH CLUB

Revised: July 25th, 2009

BYLAWS OF SKYLINE BEACH CLUB

IT IS HEREBY certified by the undersigned President and Secretary, respectively, of SKYLINE BEACH CLUB, a registered not-for-profit homeowners association, has adopted these revised Bylaws. The revisions were distributed to all members in a ballot initiative and the initiative was approved by NN% of the voters who returned their ballots. Pursuant to the procedures previously approved for such change, the Board of Directors then presented the ballot results to the attendees at the Annual Meeting of the membership of said Corporation, held at the office of the Corporation, 6041 Sands Way, Anacortes, Washington on the 25th day of July 2009, at which meeting, a membership quorum was present. A motion to adopt the new Bylaws was presented and was approved by a majority of members then present.

ARTICLE I

Purposes

Section 1. Skyline Beach Club, shall be a homeowners association conducted as a not-for-profit Corporation, for the purposes set forth in the Articles of Incorporation, as amended on 25th day of July 2009.

Section 2. Certain specific purposes, powers, objectives, responsibilities and restrictions of Skyline Beach Club shall be:

- A. To promote and protect community and private property values for the benefit of all members.
- B. To promote enhanced quality of life through opportunities for social interaction among members.
- C. To own, purchase, lease, rent, or otherwise acquire real estate, buildings, equipment and furniture. To improve, operate, sell, convey, assign, mortgage, lease, or rent any of the herein referenced assets of the Association.
- D. To pay taxes and assessments levied by public authorities against property owned by the Corporation.
- E. To enforce the conditions, covenants, and restrictions (CC&Rs) upon, or for the benefit of, parcels of real property over which the Corporation has authority.
- F. To promulgate and provide rules and regulations for the use and enjoyment of said property in accordance with these Bylaws.
- G. To levy and collect annually such charges and/or assessments as may be necessary in the judgment of the Board of Trustees, and to carry out any and all the purposes for which this Corporation is formed, and to expend such monies so collected in accordance with the Bylaws of the Corporation.
- H. All of the foregoing purposes and powers are to be exercised and carried into effect for the purpose of serving and applying the things set forth for the benefit of all parcel or tract owners of that certain real property commonly referred to as Skyline within the City of Anacortes, as specifically defined in Article V (Geographic Boundaries,) of the Articles of Incorporation. Future references to Skyline in this document pertain to those geographic boundaries.
- I. Nothing in these Bylaws shall be construed as authorizing or permitting said Corporation to manage or operate any real or personal property for the profit of any individuals but only for the collective good of the members.

Section 3. The purposes of this Corporation may be altered, modified, enlarged, diminished or otherwise revised by approval of the membership, as provided in Article IX of this document.

ARTICLE II

Membership



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Section 1. The membership of the Corporation shall consist of and be limited to the owners of residential lots, tracts or other qualifying properties, including boat slips and condominium units (hereafter, "parcels") in the geographical area defined as Skyline. The privileges and facilities of the Corporation shall be extended to the spouse, registered domestic partner and children of the members and may be extended to guests under such rules and regulations as the Board of Trustees may prescribe.

Section 2. Membership shall be inseparably appurtenant to the parcel owned by the members, and upon transfer of ownership the membership appurtenant thereto shall be deemed to be transferred to the new owner(s) or legal grantee(s). No membership may be conveyed or transferred in any other way between living persons. In the event of the death of a member, his/her membership passes in the same manner and to the same persons as does the property itself.

Section 3. Parcel owners shall have one (1) membership per parcel owned and shall be entitled to one (1) vote for each parcel owned. If any tract or tracts are held by two (2) or more persons, the several owners of such interest shall be entitled collectively to cast one (1) vote. The vote for any membership owned by a single familial entity may be cast by either spouse or registered domestic partner without presentation of authority from the other family member.

Section 4. No membership shall be forfeited, or any member expelled, and no member may withdraw except upon the transfer of title to, or contracting for the sale of, the parcel to which the membership is appurtenant. Membership rights and responsibilities are not forfeited or waived for non-payment of dues.

Section 5. In the event that membership authority is altered by death or legal status, survivors of the transition are responsible for notifying the Board of Trustees of such change and for providing legal confirmation of the transition.

Section 6. No compensation shall be paid by the Corporation upon the transfer of membership and no member whose membership is transferred shall be entitled to share or participate in any of the property or assets of the Corporation.

ARTICLE III

Meetings & Elections

Section 1. The Annual Meeting of the Corporation shall be held at the property site referred to as Skyline Beach Clubhouse or at such other Skyline location as the Trustees may designate, on a Saturday of a non-holiday week in July of each year, at 11:00 a.m. Notice thereof shall be given by the Secretary, in writing, postage prepaid, by U.S. Mail, to the address of each member appearing on the books of the Corporation, the mailing date thereof to be not less than thirty-five (35), nor more than fifty (50) days prior to the meeting. At such meeting, the members shall transact all necessary business as may properly come before them. Should members wish to conduct their correspondence by means other than US Mail, the Board will give consideration for compliance with the member's request.

Section 2. Special meetings of the members of the Corporation may be called at any time by the elected (or acting) President of the Board of Trustees. Alternatively, a collective of one hundred (100) members, upon provision of written request to the Secretary, may call a special meeting of the membership. Notice of a special meeting stating the purposes thereof shall be given by the Secretary to all members in the same manner as notice is given of the Annual Meeting.

Section 3. At all annual and special meetings of the membership of the Corporation, one hundred (100) members (i.e., voting members, as defined by Article II, Section 3 in these Bylaws) present in person at the time of the official count, shall constitute a quorum for the transaction of any business appropriate to a members meeting. A majority of the votes of the members constituting a quorum shall be sufficient to transact business unless a greater number of votes are required by law, the Articles of Incorporation, or these Bylaws, with respect to any specified action. In the absence of a quorum, any meeting of the members may be adjourned by a vote of the majority of those present and no other business may be transacted. At all meetings, prior to any business being conducted and/



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or voted upon, the Secretary shall confirm whether a quorum has been established, and the Secretary shall record such confirmation in the minutes of the meeting.

Section 4. Special meetings of the Board of Trustees may be called as needed by the President or other Trustee, acting as the President's delegate. Whenever it is reasonable to do so, these meetings will be open to members, committee chairpersons and other invitees, necessary to achieve the desired transfer of knowledge. Minutes of such meetings shall be recorded by the Secretary. The Board may also schedule and conduct planning meetings exclusive of general membership participation, however no official commitments or transactions shall be concluded in such meetings and minutes of the discussions is not mandatory.

Section 5. (Elections) At least 35 days prior to the Annual Meeting and some special meetings, election material will be mailed to each member, providing opportunity to vote for new Trustees, the Budget and/or any other assessments or considerations being recommended by the Board, or by Member initiative.

A ballot for the candidate Trustees shall be included in the election material mailed to the membership before the Annual Meeting. The ballot shall specify the number of Trustees to be elected. The term of office for all elected Trustee positions shall be three years. The candidates receiving the greater number of votes shall be elected to these offices. In the event of a tie, the Trustees shall decide the successful candidate by majority vote. The letter containing the ballot shall include two (2) envelopes: (a) An outer, return envelope shall be pre-addressed to the Corporation, with a place for the member's name, lot and division number on its exterior, and with instructions in the use of the second, smaller unmarked envelope; and (b) The second, unmarked envelope shall be provided for the sole purpose of containing the ballot, which, when marked and sealed in the second envelope, shall be placed and sealed into the outer, return envelope. Completed ballots may be mailed or hand carried to the office. To be valid, they must be sealed within the two (2) envelopes provided and must be returned to the office of the Corporation at least five (5) days before the Annual Meeting. After recording receipt of the unopened, inner envelope, it shall be placed in a locked container under the control of the President of the Board of Trustees until turned over to the Tellers Committee. The sealed, unmarked envelopes shall be placed in a single, sealed and locked container and remain under the control, and hence tallied by, the Tellers Committee. Only one (1) membership vote per candidate per ballot shall be counted. After tallying and reporting to the membership in a general announcement at the Annual Meeting, the ballots and tally sheets shall be archived for a minimum of two (2) years. A comprehensive Tellers Committee report shall be recorded in the Annual Meeting minutes.

Special elections shall follow the process, timing and integrity control procedures as for the election preceding the Annual Meeting, as defined above.

ARTICLE IV

Trustees

The Corporate powers of this Corporation shall be vested in and exercised by or under the authority of a Board of Trustees (Board.)

Section 1. Definition, Qualifications and Restrictions. A minimum of three (3) and a maximum of nine (9) Trustee members are required to constitute a valid Board of Trustees. Should events threaten to deplete the Board below the minimum number of Trustees, The Board shall exercise the appointment powers granted herein, to prevent such occurrence. Normally, nine (9) Trustee members shall constitute the Board of Trustees and shall manage the affairs of the Corporation. At any given time, the actual number of Trustees may be less than the norm, dependant upon the continuing health, interest and qualification of participants and by timing of Board appointments and annual elections.



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Generally, three (3) Trustees shall be elected each year. To be qualified to stand for election or to receive appointment: (a) Each Trustee must be a member in good standing; (b) Only one person from any one membership may serve on the Board at any one time. Multiple persons associated in a legal entity which jointly holds multiple memberships in Skyline (by virtue of owning more than one parcel of qualified property,) may not simultaneously serve as Trustee; (c) Trustees shall be Skyline residents and shall have owned Skyline property for at least one (1) year; and (d) Trustees shall neither conduct business with the Corporation, contract for services to the Corporation nor be employees of the Corporation.

Exceptions. The Chairperson of the Architectural Control Committee (ACC) shall annually be appointed by majority vote of the Board of Trustees. The ACC Chairperson will serve as a fully authorized member of the Board and upon appointment, shall be the ninth Trustee and thereby have voting rights equal to all other Board members. However, the Trustee serving as the Architectural Control Committee Chairperson may not be vested with authorities restricted to the President, Vice President, Secretary or Treasurer.

Section 2. Nominations. Not later than the 1st of March each year, the Board shall appoint a Nominating Committee which shall be responsible for presenting a slate of candidates for the annual election. The Board shall communicate the existence, purpose and contact information of the Nominating Committee to all members in the monthly newsletter. Members may offer themselves as a candidate for the office of Trustee by notifying the Nominating Committee in writing no later than March 15th. The Nominating Committee shall review the list of members in good standing and determine those who are qualified, according to the Bylaws, and therefore who desire or consent to serve as a Trustee. The Nominating Committee shall provide a slate of complying candidates to the Board no later than May 1st.

Section 3. Trustee Election. Generally, three (3) Trustees shall be elected each year. The candidates receiving the greater number of votes shall be elected to the vacant offices. In the event of a tie, the Trustees shall decide the successful candidate by majority vote. (See Article III, Section 5)

Section 4. Term of Elected Office. Regularly elected Trustees shall have a term of office of three (3) years. The number of consecutive elected terms of service shall be limited to two (2). Upon completion of a second term, said Trustee shall be ineligible to be nominated or appointed to serve on the Board of Trustees until twelve (12) months shall have elapsed from the time his/her most recent elected term expired. If for any reason a significant break in continuity of regular service occurs due to resignation or recall during any part of an elected term, said Trustee may not again serve on the Board until twelve (12) months have elapsed from the time said elected term expired and the member has been re-elected or reappointed. An appointed Trustee's term shall expire at the time of the next Annual Meeting.

Section 5. Absences. It is understood that Trustees may be unable to attend all Board meetings. However, recognizing the critical importance of continuity and adequate representation, any Trustee who misses three, consecutive, regularly scheduled meetings, shall be considered to have resigned unless that Trustee has prearranged an alternative method of participation and has secured Board approval.

Section 6. Vacancies. Varying circumstances, including expiration of term, loss of membership due to sale of property, resignation, recall, deteriorating health, legal elimination of membership status, or death may cause a vacancy on the Board of Trustees. When such conditions arise, the vacancy shall be noted in the minutes of the next general meeting of the Board. Vacancies, for any cause other than expiration of term, shall be filled by Board appointment by a majority vote of all remaining Trustees. In preparation, for said appointment, the Board shall appoint a Chairperson of a Nominating Committee with authority to research and provide a slate of all known, qualified, and willing candidates for all vacant positions at, or prior to, the next Board meeting. In their deliberation of candidates to fill vacant positions, the Board shall consider but shall not be bound by: (a) the number of total and individual votes received by the candidates who ran for office at the most recent annual Trustee election (yet failed



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to be elected); (b) those listed on the slate provided by the Nominating Committee; and (c) those nominated by the Board. A Trustee receiving appointment to fill a vacancy shall hold office until the next Annual Meeting, at which time s/he may be presented as a candidate and stand for election to fill a full term (three years,) as a Trustee, provided s/he remains qualified. The time served as an appointed Trustee shall not limit the number of terms to which a Trustee may be elected.

Section 7. Board Meetings. The Board of Trustees shall meet immediately following the Annual Meeting to appoint Board officers and will meet monthly, thereafter.

The schedule for meetings shall be communicated to the members and revisions thereto shall be communicated to the best ability of the Board (potentially impacted by emergencies.)

The Board may also hold special meetings as deemed necessary by the President (See Article III, Section 2.) Such meetings shall be called at the request of the President, or a majority of the Board.

At all Board meetings, an agenda shall be available three (3) days in advance of all regular and special meetings, except when responding to exigent circumstances. .

For special meetings the Secretary shall give each Trustee written notice three (3) days in advance of the stated meeting. It shall be delivered personally, by mail, facsimile or other method of communication (e.g., email) as may have been authorized by the Trustee.

In case of exigent circumstances, a shorter notice is conditionally allowable. In such circumstances, Board action without a quorum may need to be exercised by few Trustees available at the time. Such action shall be limited to addressing only the time-urgent issues of the exigent circumstance. Subsequently, (at the next regular or special meeting,) the Board's activities related to the exigent situation will be explained and submitted for post approval and documentation.

Section 8. Quorum. A majority of the total of all existing Trustees shall constitute a quorum for the transaction of any business.

Section 9. Recall. Any Trustee may be recalled from the Board by the membership. Such action shall be initiated by petition of at least one hundred (100) members, as provided for by Article IX, Section 4 of the Bylaws. It shall thereafter be enacted by affirmative vote of the membership voting by mail ballot, as specified in Article IX, Section 1. The balloting process for the recall of a Trustee shall be the same process as the balloting for the election of a Trustee except: (a) the ballots, to be valid, shall be returned within four (4) weeks after mailing the recall action notices and the accompanying ballot(s); (b) the Tellers Committee shall report the results of the vote to the Board of Trustees no later than one (1) week after the stated due date; and (c) the Board shall notify the membership of the results in writing within one (1) month after receipt of the Tellers Committee's report. The total process shall be scheduled by the Board such that the completed action, including publication of membership voting results, shall be accomplished within a total of ninety (90) days from the date of petition submittal.

In addition to the procedure set forth by RCW 64.38.025(4), The Trustee being subjected to a recall vote (or any member in that Trustee's behalf), upon formal request, may have a one (1)-page response distributed along with the ballots mailed to all members. This response is in addition to the "pro" and "con" statements required by Article IX, Section 5 of the Bylaws.

Section 10. Other Provisions.

Each Trustee now or hereafter serving the Corporation and each person who, at the request of or on behalf of the Corporation, is now serving or hereafter serves as a Trustee, officer, or agent of the Corporation, and her/his respective heirs, executors, and personal representatives shall be indemnified by the Corporation against expenses actually



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and necessarily incurred by him/her in connection with the defense of any action, suit or proceeding in which he/she is made a party by reason of being or having been such Trustee, officer or agent, except in relation to matters as to

which he/she may be adjudged by authorized legal authority in such action, suit, or proceeding to be liable for gross negligence or misconduct in the performance of duties; but such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under these Bylaws, agreements, vote of the Board of Trustees, or otherwise.

ARTICLE V

Duties and Powers of Trustees

Section 1. Subject to any limitation in the Articles of Incorporation, these Bylaws, and the laws of the State of Washington, all business and affairs of the Corporation shall be controlled and conducted by the Board of Trustees. Without prejudice to such general powers, and subject to the same limitations, it is hereby expressly agreed that the Trustees shall have the following powers and duties:

A. To appoint, hire, remove or terminate employment of all the subordinates (officers, agents and employees of the Corporation); to prescribe such powers and duties for the subordinates as may be consistent with the laws of the State of Washington, the Articles of Incorporation and these Bylaws; to establish subordinates' authorities and compensation (if any,) and require from them security for faithful performance.

B. To cause to be kept a complete record of all the minutes and acts and to present a full statement at the regular Annual Meeting of the members, showing in detail the condition of the affairs of the Corporation; to cause to be kept a complete membership list of all members.

C. To fix and establish the annual dues and any other special assessments in accordance with these Bylaws.

D. The Board shall acquire or dispose of real property only upon the approval of a proposition submitted to the membership as set forth in Article IX of these Bylaws.

E. Members of the Board of Trustees shall receive no compensation for their services to the Corporation but shall be reimbursed by it for such reasonable expense as they may necessarily incur in pursuance of the business of the Corporation. Further, no loans shall be made by the Corporation. Trustees of the Corporation who vote for or assent to the making of a loan shall be jointly and severally liable to the Corporation for the amount of such loan until the repayment thereof.

Each and every Trustee shall perform all of her or his duties (including duties as a member of any committee of the Board upon which the Trustee may serve,) in good faith, in a manner such Trustee believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances. No Trustee or officer shall engage in any self-dealing, or in any conflict of interest with her or his duties in the capacity of a Trustee or officer.

F. Trustees shall not delegate their powers or responsibilities authorized by these Bylaws but may delegate specific duties to other trustees, officers, members or employees. Ultimate accountability for the results of any such delegation remains with the Trustee.

G. The Board shall have the power to establish ad hoc and standing committees, comprised of qualified members of the Skyline Beach Club and charged with authority to address specific short or long-term goals in benefit of the membership. Committee participant volunteers authorized by the Board shall receive the same indemnification considerations and protections afforded to the Trustees and Officers of the Corporation.

H. The Board shall maintain, update as necessary and enforce the set of Skyline-wide CC&Rs (Conditions, Covenants, and Restrictions) that apply to all divisions, binding the divisions together, and thereby upholding and pre-



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serving the spirit and intent of the original and enduring Skyline community development. Those CC&Rs allow for the respective Skyline divisions to create, alter, and modify their own, more restrictive CC&Rs, which may vary in both scope and extent, yet which may not contradict, come in conflict with, or otherwise supersede the CC&Rs that apply to the wider Skyline community as a whole. In order to retain compatibility, creation of or modification to divisional CC&Rs require signed approval of an authorized member of the Board of Trustees. Whenever the Skyline-wide CC&Rs are modified, they will be submitted to the membership for approval as provided herein by Article IX, Section 3.

I. The Board shall create and maintain a Policies and Procedures document, describing the process by which the Board, SBC committees, divisional representatives and/or individual members may strive to effect change or resolve grievances in the Corporation. Included in the Policies and Procedures document shall be a schedule of fines which may be levied by the Board for unresolved infractions related to the Articles of Incorporation, Bylaws and/or CC&Rs. Collection of said fines will be subject to the provisions stated Article VIII, Section 4. The Policies and

Procedures document shall be available for review and use by all members.

J. The Board shall submit a budget for the following year to the membership, to be mailed with the notice of the Annual Meeting, requesting membership approval. Said budget shall be approved by a simple majority of those members who return their ballot in the annual election.

Non-recurring budget item in excess of ten (10) percent of the estimated annual income, or which obligates funds for more than one (1) year, shall be listed separately and approved by a simple majority of the membership returning ballots. Should there arise a need for emergency repairs to existing capital improvements, the necessity for which could not reasonably have been anticipated at the time of preparation of the annual budget, the Board may authorize expenditures in excess of ten (10) percent of the estimated annual income upon the affirmative vote of no fewer than five (5) Trustees.

K. The Board shall employ the services of an independent certified public accounting firm to conduct an annual audit and report of the Corporation's operations and financial performance, an appraisal of the Corporation's financial policies and findings, and the work of the Board of Trustees. Pursuant to Revised Code of Washington 64.38.45 (3) (or as amended,) the Association shall at least annually prepare, or cause to be prepared, a financial statement. The financial statement shall be audited at least annually by an independent certified public accountant. Said audit may only be waived by a majority of at least 67% of votes cast by members at a meeting of the association at which a quorum is present. Any vote of such waiver must take place each year.

L. The Board shall conduct an annual review of the Association's insurance coverage in relation to reasonable and equitable protection of common assets, as well as for the "deep-pocket" protection of members' interests, employee and officer activities, and for the indemnification of Trustees and subordinate appointees. Should the existing insurance be deemed inadequate, the Board shall increase the coverage to a level deemed adequate.

ARTICLE VI

Officers

Section 1. Immediately following the Annual Meeting, the Board of Trustees shall elect from the Board members a President, a Vice-President, a Secretary, and a Treasurer, each for a term of one (1) year and or until their successors are duly elected and qualified. At this same time, the Board shall also appoint or reaffirm chairpersons to manage all existing or newly designated standing-committees. Such appointments may only be allocated to qualified members of the Corporation and may not exceed a one (1)-year term of office unless reaffirmed the following year. Any two or more offices may be held by the same person, except the offices of President and Secretary. Such other officers and assistant officers or agents as may be deemed necessary may be elected or appointed by the board of Trustees or chosen in such other manner as may be prescribed by the Articles of Incorporation or these Bylaws.



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At any time, the Board may also appoint other positions including, but not limited to, an Executive Secretary and an Assistant Treasurer. Individuals filling these positions will ideally, but not necessarily be members in the Corporation. The terms of these appointed officers may be extended indefinitely, but are subject to Board reaffirmation following each Annual Meeting; these appointments shall require majority Board approval, and such appointees may receive compensation per Board approval.

Section 2. Any officer or committee chairperson may be suspended or removed by a majority vote of all the Trustees. Any vacancy occurring in an elective office or in an appointive office may be filled by the Board of Trustees upon a majority vote thereof.

Section 3. Officers shall be reimbursed by the Corporation for such reasonable expenses as they may necessarily incur in pursuance of the business of the Corporation, subject to a majority vote of the Trustees as to approval or disapproval of such expenses, provided such Officer(s) can substantiate such expenses with documentation suitable to the Trustees.

ARTICLE VII

Duties of Officers

Section 1. The President shall act as chairperson at all meetings of the membership and preside at all meetings of the Board of Trustees, and shall sign, as President, all contracts or instruments for the Corporation and perform such other duties as may be required by the Board of Trustees.

Section 2. The Vice-President shall preside at all meetings in case of the absence or disability of the President and assume all duties of the President during such periods of absence or disability and shall perform such other duties as the Trustees may require.

Section 3. The Secretary shall issue all notices and shall attend and keep the minutes of all official meetings of the Board of Trustees. The Secretary shall also confirm in the minutes of each meeting whether a quorum has been established upon commencement of all such meetings.

The Secretary shall perform all such other duties incidental to the position or as may be required by the Board of Trustees, including custody and maintenance of the following specific information (unless these duties have been assumed by another Corporate Officer whom is also an elected Trustee.):

1. All corporate books, records, papers and the corporate seal, and shall attest with personal signature and impress with the corporate seal all instruments executed by the Corporation.
2. Current Articles of Incorporation; current Bylaws.
3. A current list of members (inclusive of names, addresses, and contact information.)
4. A current list of Trustees, officers, employees and agents names, responsibilities, addresses and telephone numbers.
5. A file of audit reports, reviews, and financial reports.

Note: The corporate records shall be open at any reasonable time for inspection by any member, upon member's coordination of an appointment with the office staff. Cost of inspecting or copying shall be borne by such member except for costs for copies of Articles of Incorporation or Bylaws. Members must have a purpose for inspection reasonably related to membership interests and said member shall maintain the confidentiality of all information obtained. Use or sale of members' lists by such member if obtained by inspection is prohibited and subject to legal recourse. Pursuant to Revised Code of Washington 64.38.045(2) (or as amended), the Corporation shall not release the unlisted telephone number of any member.

Section 4. The Treasurer shall receive, keep faithfully and deposit in such bank or banks as may be designated by the Board of Trustees, all funds, securities and liquid assets of the Corporation, in its name, for its account, and shall disburse the funds of the Corporation only under the direction of the Board of Trustees on checks signed by



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herself or himself and one other officer of the Corporation. S/he shall keep full and accurate books on account and shall make such reports of the finances and transactions of the Corporation as may be required by the Board of Trustees and shall prepare and present to the Annual Meeting of the members a full statement showing in detail the financial condition of the Corporation. Pursuant to Revised Code of Washington 64.38.045(4) (or as amended), the funds of the Corporation shall not be commingled with the funds of any other homeowners' association, nor with the funds of any member of the Corporation or any other person responsible for the custody of such funds.

ARTICLE VIII

Dues and Assessments

Section 1. For the purpose of financing the activities of the Corporation, it is hereby declared that all parcels within the jurisdiction of the Corporation shall be charged and/or assessed dues at the rate of \$115.00 (effective January, 2009,) per parcel per year. If members purchase more than one (1) parcel, they shall pay assessed dues on each parcel owned. If it is deemed necessary, the Board is authorized to adjust the annual dues each January by the amount of the percent of change in the Consumer Price Index during the prior twelve (12) months, rounded up to the next \$5.00. Those parcels designated as parks and facilities owned in-common by the members of the Corporation shall be exempt from assessments and dues.

Section 2. The annual dues shall be due and payable by the owner of record on the 1st day of January of each and every year.

Section 3. Special assessments determined to be necessary by the Board of Trustees to carry out the purposes and intent of the Articles of Incorporation and these Bylaws shall be submitted to a membership election and, if approved, adopted at the Annual (or special,) Meeting. Said special assessments shall provide the method and manner of payment and shall become effective immediately upon its adoption as herein provided. In the event a special meeting is called for the purpose of levying a special assessment, it shall take a majority of at least twenty-five (25) percent of the membership then in existence to approve the same.

Section 4. Any and all unpaid dues and/or special assessments herein described or authorized shall become, and shall be treated as a lien upon the property of the member. In the event of default in the payment of the same, it shall be foreclosed in the same manner prescribed by the statutes of the State of Washington for the foreclosure of mechanic liens.

ARTICLE IX

Amendments, Initiatives, Propositions and Recalls

Section 1. These Bylaws may be amended at any time by a majority vote of at least twenty-five (25) percent of the members of the Corporation, when submitted for vote by written secret ballot to the entire membership.

Section 2. Proxy votes by members or Trustees are not authorized.

Section 3. The Board of Trustees may at any time submit an amendment or proposition to all the membership, for voting by written, secret ballot.

Section 4. The Board must submit an amendment, recall or other initiative to all the membership for voting by written, secret ballot, upon the petition of one hundred (100) members.

Section 5. No specific format is required for the ballot other than it shall contain the complete text being voted on and the return "due by" date. "Pro" and "con" statements, each not to exceed one (1), single-spaced, type-written page, shall be included with the notice.



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Section 6. The foregoing Section 3 and Section 4 shall not prohibit the submission, approval and adoption at a regular or special meeting of a proposition offered by the membership, which are otherwise authorized by present By-laws and the Articles of Incorporation.

ARTICLE X

Corporate Seal

The seal of the Corporation shall be in circular form and shall contain the words:

SKYLINE BEACH CLUB, Inc.

Corporate Seal

Washington

1963

in the form and style as affixed to these Bylaws by the impression of said corporate seal.

ARTICLE XI

These Bylaws are duly adopted by the Corporation and the corporate seal affixed on the 25th day of July 2009

Janice B. Larson, President

ATTEST: Diane Ennis, Secretary

Janice B. Larson
Diane Ennis



Shelley A. Johnson
Notary Public



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Return Name and Address:
COMCAST Cable Communications, Inc.
ATTN: Business Services Group
P.O. BOX 97007
Redmond, WA 98037
360-527-8310



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Please print or type information

Document Title(s) 1. Memorandum of Easement— Skyline Condominiums 1.
Grantor(s) 1. SKYLINE HOMEOWNERS ASSOCIATION 2. 3.
Grantee(s) 1. COMCAST OF WASHINGTON IV, INC. 2. 3.
Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.) R 01, T 35, S 28 ☐ Additional legal is on page <u>5</u> of document.
Assessor's Property Tax Parcel/Account Number P82565 thru P82582 ☐ Property Tax Parcel ID is not yet assigned. ☐ Additional parcel numbers on page _____ of document.

☒ **NO MONETARY COMPENSATION WAS PROVIDED FOR THIS EASEMENT.**

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

COMCAST OF WASHINGTON IV, INC.

P.O. Box 97007

Redmond, WA 98073

Attn: Business Services Group

425-867-7419

MEMORANDUM OF EASEMENT

EXHIBIT A

This Grant of Easement (the "Easement") is made and entered into this 4th day of December, 2008, by and between **COMCAST OF WASHINGTON IV, INC.** its successors and assigns, hereinafter referred to as "Grantee" and **SKYLINE HOMEOWNERS ASSOCIATION** hereinafter referred to as "Grantor".

Grantor and Grantee are parties to a Service Agreement dated December 4, 2008, pursuant to which Grantee provides certain broadband communications services to the Premises.

In consideration of One Dollar (\$1.00), Grantor(s), owner(s) of the property described below, hereby grant(s) to Grantee, its successors and assigns, an easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located in the city of Anacortes, County of Skagit, State of Washington, described as follows:

LEGAL DESCRIPTION:

(See Attached Exhibit)

Grantor(s) agree for themselves and their heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its



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g) Entire Agreement; Amendments. All recitals set forth above are hereby incorporated into the body of this Agreement. This Agreement, including all exhibits attached, constitutes the entire agreement between the parties and supersedes all prior agreements, promises and understandings, whether oral or written. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both parties.

h) Authority. Each party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into and bind such party to the commitments and obligations set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

OWNER:

WITNESS/ATTEST

SKYLINE HOMEOWNERS ASSOCIATION

Lacey Bernick
Name: _____

By: Betty R. McSpadden
Name: Betty R. McS. (please print)
Title: Association President
Skyline Condominiums

COMPANY:

ATTEST:

COMCAST OF WASHINGTON IV, INC.

Name: _____
Form 2776

By: John Dietrich
Name: John Dietrich
Title: V.P. North Puget Sound

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
OCT 08 2009

Amount Paid \$
Skagit Co. Treasurer
By MM Deputy



200910080082
Skagit County Auditor

10/8/2009 Page

3 of

5 10:57AM

STATE OF WASHINGTON) NOTARY for SKYLINE HOMEOWNERS
) ss. ASSOCIATION

COUNTY OF Skagit)

The foregoing instrument was acknowledged before me this 4th day of December, 2008, by Betty McSpaddeuse (print) of SKYLINE HOMEOWNERS ASSOCIATION, on behalf of SKYLINE HOMEOWNERS ASSOCIATION. He/she is (personally known to me) or (has presented) Wbl, Act records (type of identification) and did/did not take an oath.



Madeleine M. Rozzen Cook

(Print Name)

Notary Public

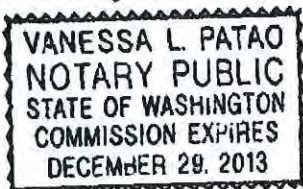
My commission expires: 8-29-2011

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

NOTARY for COMCAST

The foregoing instrument was acknowledged before me this 27 day of August, 2009, by JOHN DIETRICH of COMCAST OF WASHINGTON IV, INC., on behalf of the corporation. He is personally known to me and did not take an oath.

Witness my hand and official seal.



Vanessa L. Patao

(Print Name)

My Commission expires: 12/29/13

PLEASE DO NOT WRITE IN THE MARGINS. THE COUNTY AUDITOR'S OFFICE WILL NOT RECORD THE DOCUMENT IF THERE IS ANY WRITING IN THE MARGIN.

Notary page for Service/Access Agreement and/or Memorandum of Easement.



200910080082
Skagit County Auditor

GRANT OF EASEMENT

Exhibit A

LEGAL DESCRIPTION

Skyline Condominiums

1800 Skyline Way, Anacortes, Skagit County

Quarter, Quarter, Section, Township and Range: R 01E, T 35N, S 28

Parcel or Tax Account Number(s): P82565 thru P82582

LEGAL DESCRIPTION REQUIRED

SKYLINE 1800 - A CONDOMINIUM REPLAT UNITS 101 - 306

Plat Name: None Listed

Confirmed MetroScan Full Legal ☒



200910080082

Skagit County Auditor



201010180061

Skagit County Auditor

10/18/2010 Page

1 of

2 9:10AM

When recorded return to:
Skyline Beach Club, Inc.
6041 Sands Way
Anacortes, WA 98221

Document Title: Amendment to the Bylaws of Skyline Beach Club, Incorporated

Reference Numbers:

200907280031 Bylaws of Skyline Beach Club, as amended July 25, 2009.

Grantor(s): Skyline Beach Club, Inc.

Grantee(s): Public

AMENDMENT TO THE BYLAWS OF SKYLINE BEACH CLUB

IT IS HEREBY certified by the undersigned President and Secretary, respectively, of SKYLINE BEACH CLUB, a registered not-for-profit homeowners association, has adopted the following amendment to the Bylaws. The revisions were distributed to all members in a ballot initiative and the initiative was approved by 67.2% of the voters who returned their ballots. Pursuant to the procedures previously approved for such change, the Board of Directors then presented the ballot results to the attendees at the Annual Meeting of the membership of said Corporation, held at the office of the Corporation, 6041 Sands Way, Anacortes, Washington on the 24th day of July 2010, at which meeting, a membership quorum was present. A motion was presented and approved by a majority of the members then present.

The following is an amendment to those Bylaws previously recorded on the 28th day of July 2009 under Auditor's File #200907280031.

Article V, Section H is hereby deleted.

In addition, as an administrative change, it is noted that the Bylaws recorded on the 28th day of July 2009 were approved by 90.8% of the voters who returned their ballots.

This amendment is duly adopted by the Corporation and the corporate seal affixed on the 24th day of July 2010.

Judith M. Heidman, President

Judith M. Heidman

ATTEST: Dorothy Matson, Secretary

Dorothy Matson



201010180061
Skagit County Auditor



201010250050

Skagit County Auditor

10/25/2010 Page

1 of

2 10:09AM

When recorded return to:
Skyline Beach Club, Inc.
6041 Sands Way
Anacortes, WA 98221

Document Title: Amendment to the Bylaws of Skyline Beach Club, Incorporated

Reference Numbers:

200907280031 Bylaws of Skyline Beach Club, as amended July 25, 2009.
201010180061 Amendment to the By Laws (signature omitted)

Grantor(s): Skyline Beach Club, Inc.

Grantee(s): Public

AMENDMENT TO THE BYLAWS OF SKYLINE BEACH CLUB

IT IS HEREBY certified by the undersigned President and Secretary, respectively, of SKYLINE BEACH CLUB, a registered not-for-profit homeowners association, has adopted the following amendment to the Bylaws. The revisions were distributed to all members in a ballot initiative and the initiative was approved by 67.2% of the voters who returned their ballots. Pursuant to the procedures previously approved for such change, the Board of Directors then presented the ballot results to the attendees at the Annual Meeting of the membership of said Corporation, held at the office of the Corporation, 6041 Sands Way, Anacortes, Washington on the 24th day of July 2010, at which meeting, a membership quorum was present. A motion was presented and approved by a majority of the members then present.

The following is an amendment to those Bylaws previously recorded on the 28th day of July 2009 under Auditor's File #200907280031:

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In addition, as an administrative change, it is noted that the Bylaws recorded on the 28th day of July 2009 were approved by 90.8% of the voters who returned their ballots.

This amendment is duly adopted by the Corporation and the corporate seal affixed on the 24th day of July 2010.

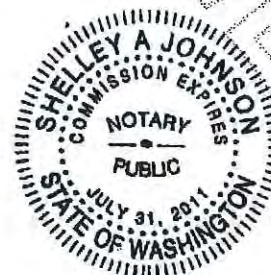
Judith M. Heidman
Judith M. Heidman, President

Dorothy Matson
ATTEST: Dorothy Matson, Secretary

Notary Public: *Shelley A. Johnson*
Skagit County



201010250050
Skagit County Auditor



Upon Filing Return to:

Skyline Beach Club
6041 Sands Way
Anacortes, WA
98221



201208220010

Skagit County Auditor

8/22/2012 Page 1 of 1 8:48AM

AMENDMENT TO THE BYLAWS OF SKYLINE BEACH CLUB, INC.

IT IS HEREBY certified by the undersigned President and Secretary, respectively, of SKYLINE BEACH CLUB, a registered not-for-profit homeowners association, has adopted the following amendment to the Bylaws. The revisions were distributed to all members in a ballot initiative and the initiative was approved by 72.86% of the voters who returned their ballots. Pursuant to the procedures previously approved for such change, the Board of Directors then presented the ballot results to the attendees at the Annual Meeting of the membership of said Corporation, held at the office of the Corporation, 6041 Sands Way, Anacortes, Washington on the 28th day of July 2012, at which meeting, a membership quorum was present. A motion was presented and approved by a majority of the members then present.

The following is an amendment to those Bylaws previously recorded on the 28th day of July 2009 under Auditor's File #200907280031:

Article V, Section 1: K is hereby replaced with the RCW as follows (RCW 64.38.045 (3)):

At least annually, the association shall prepare, or cause to be prepared, a financial statement of the association. The financial statements of associations with annual assessments of fifty thousand dollars or more shall be audited at least annually by an independent certified public accountant, but the audit may be waived if sixty-seven percent of the votes cast by owners, in person, at a meeting of the association at which a quorum is present, vote each year to waive the audit.

Add the following: Article V Section 1: M:

The Board of Trustees shall conduct an annual review of the association's policies and procedures, which shall be noted in the minutes of a regular board meeting. Any proposed revision(s) must be presented at two or more regularly scheduled board meetings prior to approval by a majority of the board.

This amendment is duly adopted by the Corporation and the corporate seal affixed on the 28th day of July 2012.

Francis P. Higgins, President

ATTEST: Diane Ennis, Secretary

Shelley Johnson, Notary Public of Skagit County:



Francis P. Higgins
Diane Ennis
Shelley A. Johnson

Upon Filing Return to:

Skyline Beach Club
6041 Sands Way
Anacortes, WA
98221



201308290044

Skagit County Auditor

\$72.00

8/29/2013 Page

1 of

1 10:25AM

AMENDMENT TO THE BYLAWS OF SKYLINE BEACH CLUB, INC.

IT IS HEREBY certified by the undersigned President and Secretary, respectively, of SKYLINE BEACH CLUB, a registered not-for-profit homeowners association, has adopted the following amendment to the Bylaws. The revisions were distributed to all members in a ballot initiative and the initiatives were approved by 93% of the voters who returned their ballots. Pursuant to the procedures previously approved for such change, the Board of Directors then presented the ballot results to the attendees at the Annual Meeting of the membership of said Corporation, held at the office of the Corporation, 6041 Sands Way, Anacortes, Washington on the 27th day of July 2013, at which meeting, a membership quorum was present. A motion was presented and approved by a majority of the members then present.

The following is an amendment to those Bylaws previously recorded on the 28th day of July 2009 under Auditor's File #200907280031:

Article VII, Section 4, Paragraph 1, Sentence 1 of the By Laws is hereby replaced with:

The Treasurer shall receive, keep faithfully and deposit in such bank or banks as may be designated by the Board of Trustees, all funds, securities and liquid asset of the Corporation, in its name, for its account, and shall disburse the funds of the Corporation only under the direction of the Board of Trustees on checks signed by **two officers of the Corporation**.

Article III, Section 5, Paragraph 2, Sentences 8 & 9 are hereby replaced with:

The ballot outer envelopes will be recorded, unopened, and placed into the locked ballot box under control of the President of the Board of Trustees until turned over to the Teller Committee for tallying.

This amendment is duly adopted by the Corporation and the corporate seal affixed on the 27th day of July 2013.

Francis P. Higgins, President

ATTEST: Diane Ennis, Secretary

Shelley Johnson, Notary Public of Skagit County:

[Handwritten signatures of Francis P. Higgins, Diane Ennis, and Shelley Johnson]



Order No.
155794-O

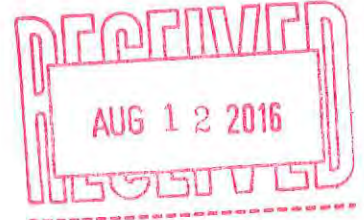
Ref No.

Guarantee No.
SGW-08002193

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



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota



GUARANTEES

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

LAND TITLE AND ESCROW

P.O. Box 445 / 111 East George Hopper Rd.
Burlington, WA 98233
(360) 707-2158 / 1 (800) 869-7121

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By EEB
Validating Officer

By


David Wald

President

Attest

Secretary

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

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

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

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

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT

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

3. NO DUTY TO DEFEND OR PROSECUTE

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

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

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

5. PROOF OF LOSS OR DAMAGE

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

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

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

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

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

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

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

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

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

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

7. DETERMINATION AND EXTENT OF LIABILITY

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

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

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

(b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or

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

8. LIMITATION OF LIABILITY

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

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

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

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

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

10. PAYMENT OF LOSS

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

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

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

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

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

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

12. ARBITRATION

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

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

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

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

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

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

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

14. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office: 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

SUBDIVISION GUARANTEE

SCHEDULE A

Liability: \$ 10,000.00

Policy No.: SGW-08002193

Dated: July 12, 2016 at 8:00 A.M.

Order No.: 155794-O

Fee: \$300.00

Tax: \$25.50

Name of Assured:

CITY OF ANACORTES AND SCHEMMER GROUP

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:

MOUSEL INVESTMENTS, L.L.C., 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. Municipal assessments and impact fees, if any, levied by the City of Anacortes.
5. Assessments, if any, due and owing Skyline Beach Club, Inc.

SUBDIVISION GUARANTEE

Order No.: 155794-O

Policy No. SGW-08002193

SCHEDULE A

EXCEPTIONS CONTINUED:

6. 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.
7. 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>
350127-0-017-1006	2016	\$17,807.40	\$17,807.40	\$ 0.00

Property I.D. No.: P32370

NOTE #2: 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:

Ptn Tr. 16, Skyline No. 19 Aka Tr. 3, SP #AN-84-001, AF #8410240028).

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.: 155794-O
Policy No.: SGW-08002193

DESCRIPTION:

Tract 3 of Short Plat No. AN-84-001, approved October 24, 1984, and recorded October 24, 1984, in Volume 6 of Short Plats, pages 183 through 185, inclusive, under Auditor's File No. 8410240028, records of Skagit County, Washington; being a portion of Lot 16, Skyline No. 19, in Section 27, Township 35 North, Range 1 East, W.M.

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

EXCEPTIONS:

- A. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OF NATIONAL ORIGIN.

Declaration Dated: August 14, 1980
Recorded: August 19, 1980
Auditor's No.: 8008190071
Executed By: Skyline Associates, a limited partnership, by Harry Davidson,
general partner

- B. COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN DECLARATION OF PROTECTIVE RESTRICTIONS, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION OR NATIONAL ORIGIN.

Declaration Dated: August 14, 1980
Recorded: August 19, 1980
Auditor's No.: 8008190072
Executed By: Skyline Associates, a limited partnership

- C. Easement provisions contained on the face of said Plat, as follows:

"A non-exclusive easement is hereby reserved for and granted to all public and private utilities serving this subdivision, under and upon the exterior two feet of front boundary lines of Lots 7 through 15, including additional utility easements in corners of Lots 7, 8, 9, 10, 11, 12, 13, 14 and 15 as shown on sheet 3 of this plat, in which to install, lay, construct, renew, operate, and maintain underground conduits, cables, wires, pipelines, including all equipment and appurtenances necessary and related thereto, for the purpose of serving this subdivision and other property with electric, telephone, CATV, water, sewer and gas service, together with the right to enter upon the lots at all times for the purposes herein stated.

The 10 foot sanitary sewer and 10 foot storm sewer easements across Lot 7 as recorded by the Skagit County under file nos. 818681, 818686, and 818685 are hereby extended from their point of termination to the Inner Harbor Line. A non-exclusive easement is hereby reserved for and granted to the City of Anacortes under and upon each side of the common boundary line between Lots 15 and 16, extended from Skyline Way to the Inner Harbor Line."

- D. EASEMENT EXCHANGE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Between: Harold Mousel, a single man, Skyline Associates, a Washington Limited Partnership, and Transamerica Realty Investors, a California Trust, formerly known as Mortgage Trust of America, and Skyline Marine Condominium
Dated: July 24, 1981
Recorded: July 31, 1981
Auditor's No.: 8107310041

EXCEPTIONS CONTINUED:

E. BYLAWS OF SKYLINE BEACH CLUB, AND THE TERMS AND CONDITIONS THEREOF:

Adopted on: July 25, 2009
Recorded: July 28, 2009
Auditor's No.: 200907280031

AMENDMENT TO THE BYLAWS:

By: Skyline Beach Club, Inc.
Recorded: October 18, 2010
Auditor's No.: 201010180061

AMENDMENT TO THE BYLAWS:

By: Skyline Beach Club, Inc.
Recorded: October 25, 2010
Auditor's No.: 201010250050

AMENDMENT TO THE BYLAWS:

By: Skyline Beach Club, Inc.
Recorded: August 22, 2012
Auditor's No.: 201208220010

AMENDMENT TO THE BYLAWS:

By: Skyline Beach Club, Inc.
Recorded: August 29, 2013
Auditor's No.: 201308290044

F. MEMORANDUM OF EASEMENT, AND THE TERMS AND CONDITIONS THEREOF:

By and Between: Comcast of Washington IV, Inc., and Skyline Homeowners'
Association
Dated: December 4, 2008
Recorded: October 8, 2009
Auditor's No.: 200910080082

G. Any lien or liens that may arise or be created in consequence of or pursuant to an Act of the Legislature of the State of Washington entitled "An Act prescribing the ways in which waterways for the uses of navigation may be excavated by private contract, providing for liens upon lands belonging to the State, granting right of way across lands belonging to the State" approved March 9, 1993.
(Affects tidelands)

EXCEPTIONS CONTINUED:

H. Exceptions and reservations contained in Deed from the State of Washington, under which title to said tidelands is claimed hereby the grantor excepts and reserves all oils, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working mines, etc., provided that no rights shall be exercised until provision has been made for full payment of all damages sustained by reason of such entry, recorded under Auditor's File No. 91959.
(Affects tidelands)

I. Right of the State of Washington or any grantee or lessee thereof, upon paying reasonable compensation, to acquire the right of way for private railroads, skid roads, flumes, canals, water courses, or other easements for transporting and moving timber, stone, minerals, or other products from other lands, contained in Deed from the State of Washington, recorded under Auditor's File No. 91959.
(Affects tidelands)

J. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantee:	Puget Sound Power & Light Company
Purpose:	Electric transmission and/or distribution line(s), together with necessary appurtenances
Area Affected:	We are unable to determine the exact location of said easement rights
Recorded:	January 26, 1962
Auditor's No.:	617291

K. TERMS, CONDITIONS AND PROVISIONS AS SET FORTH IN THAT CERTAIN CLARIFICATION DEED OF EASEMENT THEREOF:

Grantor:	Skyline Marine Owners Association
Grantee:	Skyline Associates
Affects:	Parcel B
Recorded:	August 8, 1979
Auditor's No.:	7908080063

L. 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 FOLLOWS:

Plat/Short Plat:	Short Plat No. AN-84-001
Recorded:	October 24, 1984
Auditor's No.:	8410240028

Schedule "B-1"

Order No.: 155794-O
Policy No.: SGW-08002193

EXCEPTIONS CONTINUED:

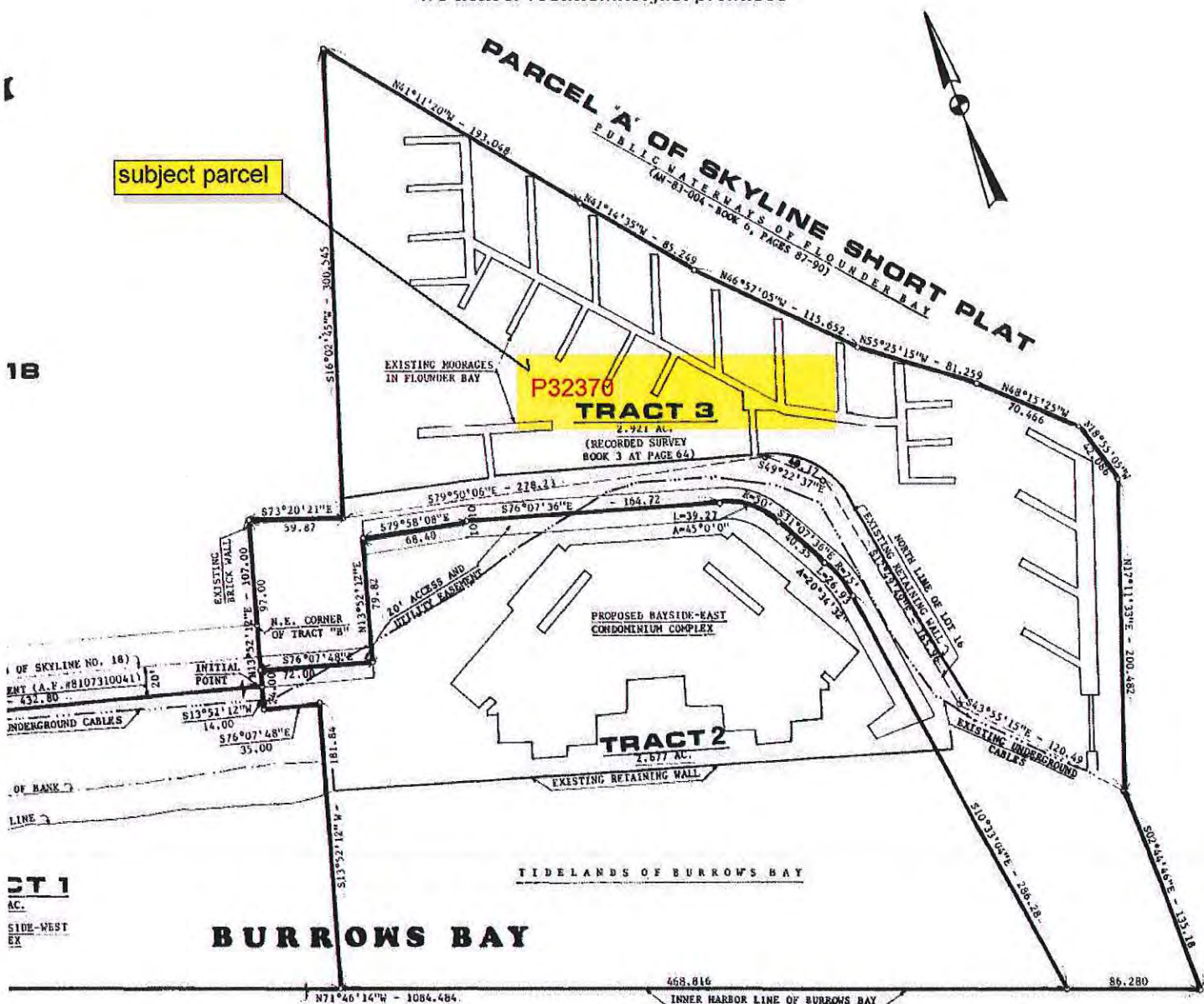
M. EASEMENT AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

Grantor:	Comcast of Washington IV, Inc., its successors and assigns
Grantee:	Mousel Properties, LLC
Area Affected:	See instrument for full particulars
Dated:	March 10, 2005
Recorded:	July 20, 2006
Auditor's No.:	200607200063



Land Title & Escrow Company
Of Skagit County & Island County
"We deliver results...not just promises"

Order No. **155794**



This sketch is a courtesy of LAND TITLE COMPANY OF SKAGIT COUNTY to assist in locating the premises. It is not based on a Survey and the Company assumes no liability for variations, if any, in dimensions and locations. This map does not purport to show all highways, roads or easements affecting the property.

EXHIBIT #02:

NOTICE OF APPLICATION AND HEARING



NOTICE OF APPLICATION & HEARING:

Notice Is Hereby Given That An Application Was Made For The Following Proposal:

Request: The applicant recently applied for a shoreline substantial development permit (SSDP) and a land use type of Conditional Use Permit to permit the construction of a two-story building onsite. The proposed building's first floor would contain a bathroom in it that would serve the adjacent marina while the second floor would consist of 1 apartment. The subject property is located in the Commercial Marine (CM) Zoning District and Urban Shoreline Environment.

File Number: SDP-2016-1003

Applicant: Mousel Investments, LLC; 13827 Donnell Road, Anacortes, WA 98221

Project Location: Parcel #: P32370 is located at the eastern terminus of Skyline Way

Date of Application: August 12, 2016

Date of Completeness: August 29, 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 comment period ends on **October 7, 2016, 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: 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: 2010 Shoreline Master Program, Anacortes Comprehensive Plan; Municipal Code (Zoning, etc.), Engineering Design and Building Standards.

SEPA Review: N/A

Existing Environmental Documents: JARPA application and a Shoreline Functional Assessment

Open-Record Public Hearing: An open-record public hearing will be held by the **Planning Commission at 6:00 PM on October 26, 2016**. A site visit will be conducted onsite at **4:00 PM** prior to the hearing. Additionally, 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 November 21, 2016**. A site visit will be conducted onsite at **4:00 PM** prior to the hearing. Both hearings will be held at city hall's 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) 630-6270; Email: kevinc@cityofanacortes.org; City of Anacortes, P.O. Box 547, Anacortes, WA 98221

Date Issued: September 7, 2016

Date Published: September 7, 2016

EXHIBIT #03:

AGENCY & DEPARTMENT COMMENTS RECEIVED



Allyson Brooks Ph.D., Director
State Historic Preservation Officer

October 5, 2016

Mr. Kevin Cricchio
Associate Planner
City of Anacortes
PO Box 547
Anacortes, WA98221

In future correspondence please refer to:

Project Tracking Code: 2016-09-06373

Property: SDP-2016-1003, Mousel SSDP and CUP Office and Restroom, *Inadvertent Discovery Plan for the Mousel Investments, Skyline Way Multi-Use Marina*

Building Project, Anacortes Washington.

Re: Archaeology - Concur with Inadvertent Discovery Plan

Dear Mr. Cricchio:

Thank you for contacting the Department of Archaeology and Historic Preservation (DAHP). We have reviewed the attached Inadvertent Discovery Plan (IDP). We agree with the plan. Please add a condition to the permit that the IDP must be followed in the case of inadvertent discovery of archaeology and /or human remains during construction activities.

Thank you for the opportunity to review. Should you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Gretchen Kaehler', with a long horizontal flourish extending to the right.

Gretchen Kaehler
Assistant State Archaeologist, Local Governments
(360) 586-3088
gretchen.kaehler@dahp.wa.gov

cc. Jackie Ferry, THPO, Samish Tribe
Scott Schuyler, Cultural Resources, Upper Skagit Tribe
Josephine Peters, Cultural Resources, Swinomish Tribe
Richard Young, Cultural Resources Director, Tulalip Tribe
Garth Baldwin, Principal, DAR



Cricchio, Kevin

From: Kaehler, Gretchen (DAHP) <Gretchen.Kaehler@DAHP.wa.gov>
Sent: Wednesday, October 05, 2016 6:46 PM
To: Cricchio, Kevin
Cc: Ryoung; jferry@samishtribe.nsn.us; Scott Schuyler; jpeters@swinomish.nsn.us; Garth L. Baldwin (garth@draytonarchaeology.com)
Subject: re: SDP-2016-1003, Mousel SSDP and CUP Office and Restroom
Attachments: 2016-09-06373_SDP-2016-1003, Mousel SSDP and CUP Office and Restroom.pdf; 0916J Mousel Skyline Marina Proposed Building IDP Anacortes WA.pdf

Hi Kevin,

Please see attached for this project. Please feel free to contact me if you have any questions.

Best,

Gretchen

Gretchen Kaehler
Assistant State Archaeologist, Local Governments
Department of Archaeology and Historic Preservation (DAHP)
P: 360-586-3088
C: 360-628-2755

Cricchio, Kevin

From: Kaehler, Gretchen (DAHP) <Gretchen.Kaehler@DAHP.wa.gov>
Sent: Thursday, September 08, 2016 10:58 AM
To: Cricchio, Kevin
Subject: RE: SDP-2016-1003, Mousel SSDP & CUP

An Inadvertent Discovery Plan (IDP) for the project shall be developed by a professional archaeologist. If archaeological resources or human remains are identified during ground disturbing activities all procedures/processes stipulated in the IDP shall be adhered to.

Gretchen Kaehler
Assistant State Archaeologist, Local Governments
Department of Archaeology and Historic Preservation (DAHP)
P: 360-586-3088
C: 360-628-2755

From: Cricchio, Kevin [mailto:kevinc@cityofanacortes.org]
Sent: Thursday, September 08, 2016 8:22 AM
To: Kaehler, Gretchen (DAHP)
Subject: RE: SDP-2016-1003, Mousel SSDP & CUP

Kretchen,

Good morning. Do you have the condition language you can forward to me that I can insert into the approval document /staff report? Have a good day!

Kevin Cricchio, AICP
Associate Planner
Department of Planning, Community, & Economic Development
City of Anacortes
(360) 630-6270

From: Kaehler, Gretchen (DAHP) [mailto:Gretchen.Kaehler@DAHP.wa.gov]
Sent: Wednesday, September 07, 2016 4:43 PM
To: Cricchio, Kevin <kevinc@cityofanacortes.org>
Subject: RE: SDP-2016-1003, Mousel SSDP & CUP

Hi Kevin,

I believe this project is located in a filled area however we would still recommend that this project have an inadvertent discovery plan.

Thank you,

Gretchen

Gretchen Kaehler
Assistant State Archaeologist, Local Governments
Department of Archaeology and Historic Preservation (DAHP)
P: 360-586-3088
C: 360-628-2755

From: Cricchio, Kevin [mailto:kevinc@cityofanacortes.org]

Sent: Tuesday, August 30, 2016 9:35 AM

To: Fritzen, Bob (ECY); 'stormer@wsdot.wa.gov'; ECY RE SEPA REGISTER; 'erin.l.legge@usace.army.mil'; DAVENPORT, ROBERTA (DNR); Clark, Dennis (DNR); Thompson, Doug S (DFW); Team MillCreek (DFW); Kaehler, Gretchen (DAHP); 'brandonb@co.skagit.wa.us'; 'ddigges@skagittransit.org'; 'Miller, Mark'; 'erin.l.legge@usace.army.mil'; 'lcampbell@swinomish.nsn.us'; 'thyatt@skagitcoop.org'; 'Todd Woodard'; 'Jackie Ferry'; 'sschuyler@UPPERSKAGIT.com'; 'Sarah Tchang'; Brenda Treadwell; 'masmundson@nwcleanair.org'; 'tramsay@asd103.org'; 'McCammant, Ted'; 'jane.major@pse.com'; Development Review Group

Subject: SDP-2016-1003, Mousel SSDP & CUP

8-30-16

RE: SDP-2016-1003, Mousel SSDP & CUP

Good morning. Attached is a shoreline substantial development permit and a land use type of Conditional Use Permit to permit the construction of a two-story building onsite. The subject parcel (Parcel #: P32370) is located at the eastern terminus of Skyline Way in a portion of Section 27; Township 35 North; Range 01 East; Willamette Meridian. Please provide me with any conditions &/or requirements by: **5:00 PM on October 7, 2016**. Thank you.

Kevin Cricchio, AICP
Associate Planner
Department of Planning, Community, & Economic Development
City of Anacortes
(360) 630-6270

Cricchio, Kevin

From: Jackie Ferry <jferry@samishtribe.nsn.us>
Sent: Thursday, October 06, 2016 8:07 AM
To: Cricchio, Kevin
Subject: RE: SDP-2016-1003, Mousel SSDP & CUP

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: Tuesday, August 30, 2016 9:35 AM
To: 'Bob.Fritzen@ecy.wa.gov' <Bob.Fritzen@ecy.wa.gov>; 'stormer@wsdot.wa.gov' <stormer@wsdot.wa.gov>; 'SEPAUNIT@ECY.WA.GOV' <SEPAUNIT@ECY.WA.GOV>; 'erin.l.legge@usace.army.mil' <erin.l.legge@usace.army.mil>; 'ROBERTA.DAVENPORT@dnr.wa.gov' <ROBERTA.DAVENPORT@dnr.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>; 'ddigges@skagittransit.org' <ddigges@skagittransit.org>; 'Miller, Mark' <mark_miller@fws.gov>; 'erin.l.legge@usace.army.mil' <erin.l.legge@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>; Brenda Treadwell <brenda@portofanacortes.com>; 'masmundson@nwcleanair.org' <masmundson@nwcleanair.org>; 'tramsay@asd103.org' <tramsay@asd103.org>; 'McCammant, Ted' <Ted.McCammant@cngc.com>; 'jane.major@pse.com' <jane.major@pse.com>; Development Review Group <DevelopmentReviewGroup@cityofanacortes.org>
Subject: SDP-2016-1003, Mousel SSDP & CUP

8-30-16

RE: SDP-2016-1003, Mousel SSDP & CUP

Good morning. Attached is a shoreline substantial development permit and a land use type of Conditional Use Permit to permit the construction of a two-story building onsite. The subject parcel (Parcel #: P32370) is located at the eastern terminus of Skyline Way in a portion of Section 27; Township 35 North; Range 01 East; Willamette Meridian. Please provide me with any conditions &/or requirements by: **5:00 PM on October 7, 2016**. Thank you.

Kevin Cricchio, AICP
Associate Planner

Department of Planning, Community, & Economic Development
City of Anacortes
(360) 630-6270



Development Review Group (DRG)

Name of Applicant: Mousel Investments, LLC

Brief Description: Shoreline Development Permit & Land Use Conditional Use Permit

Please initial if approved and/or include your comments:

Street Department: B.L.

Comments:

OK

Water Department: TAN

Comments:

The new building will be metered

Solid Waste: M.K.

Comments:

Re-locate dumpsters - to area discussed at D.R.G.
and at Bay-side moorage location.

Sandi Andersen: SA

Comments:



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:

August 30, 2016

RE: Mousel Investments LLC, Shoreline Substantial Development Permit & land use Conditional Use Permit

From: Kevin Cricchio, AICP, Associate Planner; City of Anacortes; 904 6th Street; P.O. Box 547, Anacortes, WA 98221; Phone: (360) 630-6270; Email: kevinc@cityofanacortes.org

**Description
of Subject
Proposal:**

SDP-2016-1003: The applicant recently submitted a shoreline substantial development permit and a land use type of Conditional Use Permit to permit the construction of a two-story building onsite. The building would contain a bathroom on the first-floor serving the marina with an apartment located on the second floor. The subject parcel (Parcel #: P32370) is located at the eastern terminus of Skyline Way in a portion of Section 27; Township 35 North; Range 01 East; Willamette Meridian. The subject parcel is located in the CM Zoning District and Urban Shoreline Environment. **Provide any conditions &/or requirements to me by: 5:00 PM on October 7, 2016.**

**Applicant/
Landowner:**

Mousel Investments, LLC
13827 Donnell Road
Anacortes, WA 98221

Agent:

Schemmer Consulting Group
3014 Commercial Ave., #C
Anacortes, WA 98221

Conditions &/or Requirements:

* PREVIOUS COMMENTS STILL APPLY.

Signature:

STEVEN LAUBE

Date:

09.07.16

Dept. / Agency Name:

LOA ENGINEERING



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:

Date: August 12, 2015

To: _____

Please return this comment form
& your comments by:

September 19, 2015

From:	Type of Permit:
Kevin Cricchio, AICP	DRG/ Pre-application Conference:
Associate Planner	Short Plat:
City of Anacortes	Variance:
904 6 th Street, PO Box 547	Plat / PUD:
Anacortes, Washington 98221	SSDP & Shoreline Variance: ✓
(360) 299-1969	

Description of Subject Proposal:

The applicant has applied for a shoreline substantial development permit (SSDP) and shoreline variance (SDP-2015-0004) to construct a 12' X 22' building to contain restrooms and a small office to serve the marina. The building would be approximately 12.7 feet from the ordinary high water mark and thus not meet the 25 foot setback requirement from the ordinary high water mark. The subject property lies in the Commercial Marine (CM) Zoning District and in the Urban Shoreline Environment. Parcel #: P32370. An open record public hearing is scheduled with the Planning Commission at 7:00 PM on September 23, 2015. Please provide any comment by **September 19, 2015**.

Applicant / Landowner

Mousel Investments LLC
13827 Donnell Road
Anacortes, WA 98221

Agent:

John Hoxeng
Schemmer Consulting
3014 Commercial Ave, #C
Anacortes, WA 98221

Comments &/or Requirements:

- THOUGHTS*
- ? - ALL UTILITIES NEED EASEMENTS FOR ACCESS AND MAINTENANCE & REPAIR THAT WILL BE DESIGNATED PUBLIC.
 - ? - PUBLIC ACCESS REQUIREMENT OR PRIVATE?
 - ? - PARTICIPATION IN SKYLINE WAY SPECIAL USE DISTRICT.

Print Name:

STEVEN LANGE

Signature:

[Signature]

Dept./Agency Name:

ENGINEERING

Date:

09.14.15

EXHIBIT #04:

PUBLIC COMMENTS RECEIVED

Owner Response to Public Comments

October 17, 2017

1. Construction impact.
 - a. The owner will maintain ingress and egress to the property during construction.
 - b. The owner will abide to the policy limiting construction hours.
 - c. The scope of this proposal is modest. Construction traffic will not be excessive.
2. Asphalt damage.
 - a. The owner will repair the asphalt after construction. The owner has a vested interest in maintaining the property. We invite the planning commission to note the condition of the asphalt during the site visit before the public meeting.
3. Parking shortage.
 - a. The marina exceeds the parking requirement by thirteen spaces. For more information refer to the project narrative.
 - b. This is not a shared parking lot, although the driving aisle between the properties is shared.
4. View obstruction.
 - a. The windows in the Bayside East Condominium units are oriented southerly where they have an unimpeded view of Burrows Bay.
 - b. All buildings have a visual impact. This is a relatively small building. The building height is far below the 35 feet maximum.
5. Request for a brick wall to screen the building.
 - a. A brick wall requires a substantial footing. This increases the footprint of the building and the impact of construction. Whether this is an architectural improvement is a matter of opinion.
6. Objections to second story.
 - a. A second story gives the owner the option of having an on-site representative. If issues of misbehavior do arise in the future, it may serve everyone's interest to have the possibility of an on-site representative.
7. Additional traffic.
 - a. The restroom and one bedroom apartment will have a minimal impact on traffic.
8. Exterior lighting.
 - a. The lighting is designed to be minimum impact.
9. Restroom access.
 - a. The restroom will be for the dock owners/renters.
 - b. 24 hour access with coded entry.
 - c. Codes can be changed periodically to limit unauthorized users.
10. Green space.
 - a. Last year the owner proposed a location not in a landscaped area. The planning commission recommended that we re-locate the building. The current location was discussed as the likely location.
 - b. Due to the narrow configuration of the property, options are limited.
11. Garbage dumpster.
 - a. The dumpster will remain in its current location.
12. Odor issues.
 - a. Flushable toilets will be better than the current portable toilet.

Owner Response to Public Comments

13. Can Bayside East and the marina now become a gated facility?
 - a. The plan is some day to have a gated access.
14. Will the marina stalls be numbered?
 - a. Not at this time.
15. Will I as a Bayside East owner be able to continue to walk the docks and visit with my boat owner neighbors and charterers?
 - a. Yes, until it is gated.
16. Can I continue to drop my crab pot at the end of the dock?
 - a. Yes, until gated.
17. Concerns about increased future usage.
 - a. The owner does not expect marina usage to increase greatly.
 - b. If usage does increase, it makes sense to upgrade the restroom. More use means more odor and more maintenance visits to the portable toilet.
 - c. If usage does increase, it makes sense to allow for the possibility for an on-site manager.

Bayside East Condominium Association
2411 Skyline Way
October 3, 2016

Don Measmer, Director of Planning & Community Development
City of Anacortes Planning Commission
PO Box 547
Anacortes, WA 98221

RE: Mousel Investments, LLC Construction Project file number SDP-2016-1003
Proposed Restrooms, Showers, Laundry facility and Apartment

On April 11, 2016 we attended the neighborhood meeting to discuss the proposed new construction adjacent to our Bayside East Condominiums. This letter is written now to express our concerns. We ask that this letter be included in discussions of the building permit application.

Reasons why the proposed building should NOT be approved by the City of Anacortes:

Bayside East Condominium Association was established in 1984. For 32 years owners lived quietly and respectfully alongside the private Marina owned by Harold Moesel where 50 slips were privately rented. Our Association is non-smoking and does not allow dogs. The majority of owners are retired seniors who chose to live here for our quiet, pristine setting in proximity to the beautiful San Juans.

It should be understandable to you, that our owners have grave concerns about the proposed construction by Moesel. The location of the building in on an area that has served as a quiet corner along a brick wall, with tall old pine trees is being transformed into a public restroom/bath laundry facility. We fear that this is one step towards development of a new condominiumized boat marina of 50 slips and an increase in live-aboards and public usage. It is our understanding that this is a private marina now, and to have live-aboards would be illegal. This increase in public traffic could include boaters, guests, children, dogs, bicycles. There will be increased unsupervised noise at all hours. The new building may become a gathering place for smoking, drinking, and unsupervised public behavior in a formerly long-time quiet residential property. There will be an increase in traffic hazards because of the increase in density, guests, families and friends. This pocket of land is a dead-end street. There is only one way in and a turn around to get out. This proposed amenity may be inappropriate for this location due to public hazards and risks.

Why is the proposed building two stories? What purpose does the upstairs apartment serve? The first proposal (a year ago) was one story. Other than generation of rental income, this change appears frivolous and unnecessary. By rising two stories, the new building will block the marina, and Washington Park views of residents and loom over the parking lot. Presumably, a full time resident in the apartment will present a need for parking that did not exist before. Presumably, the resident will also have visitors and guests that puts more stress on limited available parking.

If the building is approved (against our wishes) we ask the following be done to mitigate our loss of privacy, property values, and quality of life:

- a. We propose that a brick wall which would match the existing perimeter brick wall be built to screen the restrooms, showers and laundry facilities from the Bayside East building entrance

gates. The brick wall should be high enough to completely obscure the restrooms and laundry lighting from residential view on the South side of the proposed building.

- b. Mousel plans to remove most of the existing trees and shrubs to make space for the new building. We need assurance that a landscape plan incorporating native northwest plants will be put in and that it will be attractive and nicely maintained. This planting would include landscape of the above mentioned brick privacy wall.
1. **Exterior Lighting.** Because of the proximity of our residential building, lighting is a sensitive issue. We ask that lighting be directed away from our building and bedroom windows (in other words, directed downward or towards the marina/water.) This proposed building is within very close proximity to our building and glaring bright bathroom and laundry lights are unacceptable to our residents and owners. At the above referenced meeting, owners asked that lighting both inside the bathrooms and laundry facilities be on motion detectors to conserve energy and limit usage. Owners also asked that the exterior lighting on the brick wall adjacent to the new proposed building be upgraded by removal of the dated original 1984 golf ball white lights and replacing with marina style nautical lighting to upgrade appearance.
2. **Roofing/Siding.** Mousel and his representatives assured Bayside East owners that the proposed new building's appearance will have tile roofing and siding appropriately matching the exterior roofing and siding on Bayside East Condominiums. It was agreed that conformity among existing condominium structures and marina business structures will benefit the community.

Owners noted that the other marina beds which are part of the Mousel Marina Property currently are unkempt and poorly maintained. Mousel and his daughter assured owners that the improvement and upgrade of landscaping in all of the marina's beds would be feasible and a welcome addition.

3. **Garbage.** We were told that the garbage bin would remain in the current location but that Mousel would add landscaping and surround fencing to improve the area's appearance and safety.
4. **Asphalt Pavement.** It was acknowledged that following construction, Mousel will restore the parking lot to preconstruction condition to repair damage resulting from heavy equipment and other construction damage.
5. **Parking Spaces.** There was assurance from Mousel that there would be no change to the number of parking spaces currently available. This does not seem possible as there will be additional residents

Bob and Dianne Tucker, Bayside East owners
Dorothy and Dale Leischner, Bayside East owners

Cc: Mousel, Mousel Investments LLCR
13955 Donnell Road
Anacortes, WA 98221

*Dorothy & Dale
Leischner*

Dianne & Robert Tucker

October 6, 2016

Don Measmer
Director, Planning, Community & Economic Development
City of Anacortes
P.O. Box 547
Anacortes, WA 98221

RE: Mousel Investments, LLC Construction Project file number SDP-2016-1003

At our recent Annual Membership Meeting, held on Tuesday September 27, 2016, the Mousel Investments, LLC construction project for a two-story building located at the eastern terminus of Skyline Way was discussed. This construction project is described as a two-story building with the first floor containing a men's and women's restrooms, showers, and laundry facilities which would serve the marina and the second floor would be an apartment.

Several concerns were addressed during the meeting and a motion was made, seconded and unanimously approved to provide a letter of concern to the Planning Department for the City of Anacortes, WA. Below is a list of our concerns as a member of the Skyline community and an association which has been incorporated for 32 years.

Construction: This is a residential area with full time residents, if the project is allowed to move forward, there should be restrictions on the hours and days of the week construction will occur. The timeline for construction should be closely monitored to ensure it is completed on-time and the disturbance to the adjoining neighbors kept to a minimum. For example, we have a policy that construction is kept to Monday-Saturday from the hours of 8:00am-6:00pm.

Live-a-boards: We fear this is one step towards development of a new condominiumized boat marina of 50 slips and an increase in live-a-boards and public usage. It is our understanding that this is a private marina now, and to have live-a-boards would be illegal. Condo minimizing would increase this amount significantly, with the addition of bathroom, shower and laundry facilities, not mention the apartment for another land resident.

All this would increase parking requirements. We envision a huge increase in traffic and parking. Currently, parking has been filled to capacity for some months and now with the proposed site at the west end of the property, it seems this would eliminate some if not all of the oversize parking stalls. This oversized parking area is used for contractors, sub-contractors, motorhomes, large trucks, guest and service vehicles with trailers. We have seen an increase in marina users regularly having equipment worked on in the parking lot and boat trailers

permanently stored. This will certainly only increase with full bath, laundry facilities and apartment provided on site.

Pets: Along with people come pets. Bayside East Condominiums do not allow dogs on Bayside East property which includes our shared parking lot. If the project is allowed to move forward, we would require an agreement from Mousel Investments, LLC, to provide signage at the top of each ramp explaining where dogs are allowed to exercise and do their business-not on Bayside East property.

Parking: Because of the scope of the project, a variety of equipment will be required to complete the project, which will have a negative effect on our driveways and parking lot. Questions arise as to how many parking spaces will be eliminated? What will the parking configuration be? Previously, there have been assurances from Mousel Investments, LLC, that there would be no change to the number of parking spaces currently available. This does not seem possible as there will be additional residents and a dramatic increase in usage with the new facilities. An agreement should be required to repair and reseal the driveway and parking lot shortly after the project is completed.

Landscape: If you look back at the original site plan for Bayside East Condominiums, roughly 32 years ago, you will see that the area where overflow parking is now was supposed to be landscaped. This never happened. Looking at the proposed plan leads us to believe there is not enough area for the required landscaping in this new proposal without eliminating parking spaces. Mousel Investments, LLC, plans to remove most of the existing trees and shrubs to make space for the new building. We need assurance that a landscape plan incorporating mature and tall native northwest plants equal to those removed will be installed and that it will be attractive and nicely maintained. We would also want assurances that the percentage of area landscaped meets our current code. Looking at the proposed plan leads us to believe there is not enough area for the required landscaping in this new proposal without eliminating parking spaces. This landscape plan should include a mature evergreen screening separating the bathroom/apartment facility from Bayside East residences.

Exterior Lighting: Because of the proximity of our residential building, lighting is a sensitive issue. If this project is approved, we demand that lighting be directed away from our building and bedroom windows (in other words, directed downward or towards the marina/water.) This proposed building is within very close proximity to our building and glaring bright bathroom and laundry lights are unacceptable to our residents and owners. We would also request that lighting, both inside the bathrooms and laundry facilities, be on motion detectors to conserve energy and limit usage. Owners also asked that the exterior lighting on the brick wall adjacent to the new proposed building be upgraded by removal of the dated original 1984 golf ball white lights and replacing with marina style nautical lighting to upgrade appearance. Low impact lighting which coordinates with the new lighting selected by BE should be installed on the new building and property.

Architectural Ascetics: Our first questions were... Why is the proposed building two stories? What purpose does the upstairs apartment serve? The first proposal (a year ago) was one story. Other than generation of rental income, this change appears frivolous and unnecessary. By rising two stories, the new building will block the marina and Washington Park views of residents and loom over the parking lot. Presumably, a full time resident in the apartment will present a need for parking that did not exist before. Presumably, the resident will also have visitors and guests which puts more stress on limited available parking.

If the proposal from Mousel Investments, LLC is allowed to move forward, Harold Mousel and his representatives assured Bayside East owners that the proposed new building's appearance will have tile roofing and siding appropriately matching the exterior roofing and siding on Bayside East Condominiums. It was agreed that conformity among existing condominium structures and marina business structures will benefit the community.

We were told that the garbage bin would remain in the current location, and Mousel Investments, LLC would add landscaping and surround fencing to improve the area's appearance and safety. What assurances do we have of this being completed since in the past Mousel Investments, LLC were to add landscaping projects which never came to fruition.

Private Road: The traffic for the slips already exceeds our condo traffic and condo minimizing could at least triple this over time. The parking requirements need to be carefully scrutinized. Mousel Investments LLC should be required to draft and implement a proper road maintenance agreement before any project would be approved. Currently, two of the five entities utilizing the private road are not required to pay for any portion of the road maintenance where the city streets end and our private portion begins (Cabana Lane). Obviously, part of some back room deal and completely unfair to the other three associations who bear the burden of cost to maintain the private road, this by the way has turned into a public road.

Lastly, the "Quality of life" issue is hard to measure and forecast, but there is no way we can envision this project enhancing our Bayside East condominiums quality or value. We can only see the negative impacts to our owners from this project and all for the financial gain of others who do not reside here.

Regards,

Bayside East Condominium Association
2411 Skyline Way
Anacortes, WA 98221

Kevin Cricchio, Associate Planner
City of Anacortes
Box 547, Anacortes, Wa. 98221

Oct. 4, 2016

RE: Mosel Investments LLC SDP-2016-1003

City of Anacortes Planning Dept.,

Once again we are addressing the intent of Harold Mousel to build a toilet facility within the confines of our shared parking lot. As I predicted during my comments at the last City Council meeting regarding his preceeding proposal, this project has morphed from just a toilet facility to a two story structure with toilets, showers and permanent living space. This far exceeds his original requested toilet facility which was vetoed by City Council. At minimum, the existing marina view of our current condo owners will be permanently blocked by a two story structure.

If this structure is allowed, a large expanse of very mature landscaping will be removed. This is basically the only true "landscaping" that currently exists on the Mousel property. The property will not meet the current landscape requirements according to our CM1 designation.

We already have extensive parking issues which have not been addressed. The current parking design has been in place since 1984 and parking use and vehicles have dramatically changed since then. In the summer there are often no parking spaces available for our guests in our shared parking lot. When our lot is full, the closest available guest parking spaces are on the public portion of Skyline Way which is a half mile from our condos. Our parking lot is further compromised by small parking spaces with not enough room for safely backing out-especially near all of our garage areas. As there is an active marina on-site, we continuously have very large repair vans and trucks parked in car size parking spaces. To further complicate our parking, there are a large number of rental boats in the marina. Often these boats are rented to multiple people who leave their trucks and cars permanently parked for weeks. Recently a number of parking spaces were painted with "yellow lines" indicating that only the rental boat vehicles were allowed to park there which drastically reduced our shared parking. There was no request or notification of a change in the status of our shared parking spaces. If you look at the marina parking areas adjacent to ours, you will see large open space between parking spots with plenty of area to maneuver and turn large vehicles around. These generous parking areas only service the private marinas and don't also need to facilitate the needs of an on-site 16 unit Condominium group. How is the safety in our parking and driveway areas being addressed by this proposal?

Bayside East owns the property at the entry onto the proposed Mousel toilet facility. We do not have an easement agreement in place which allows for development of the property.

We have been struggling for years to develop a private road plan with Bayside West and Mousel. The privately funded road leading to our property is degrading rapidly. Allowing the large quantity of heavy construction vehicles needed for this build will further degrade the private road. How has this proposed facility addressed the needs of financing the repair and upgrade of the private road?

Building this facility in an already congested and overused parking lot will definitely compromise public safety and the safety, open views and serenity of homeowners who have occupied this property for 31 years.

We urge City Council members to require the developer to address these very important concerns and request that they provide written documentation on how these issues will be resolved prior to considering this proposal.

Sincerely,
Cindy & Dave Watt



Kevin Cricchio, Associate Planner
City of Anacortes
Box 547, Anacortes, Wa. 98221

RE: Mosel Investments LLC SDP-2016-1003

City of Anacortes Planning Dept.,

Once again we are addressing the intent of Harold Mousel to build a toilet facility within the confines of our shared parking lot. As I predicted during my comments at the last City Council meeting regarding his preceeding proposal, this project has morphed from just a toilet facility to a **two story** structure with toilets, showers and permanent living space. This far exceeds his original requested toilet facility which was vetoed by City Council. At minimum, the existing marina view of our current condo owners will be permanently blocked by a two story structure.

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Building this facility in an already congested and overused parking lot will definitely compromise public safety and the safety, open views and serenity of homeowners who have occupied this property for 31 years.

We urge City Council members to require the developer to address these very important concerns and request that they provide written documentation on how these issues will be resolved prior to considering this proposal.

Sincerely,
Cindy & Dave Watt

Cricchio, Kevin

From: clint carnell sr. <cecarnell@gmail.com>
Sent: Thursday, October 06, 2016 10:44 AM
To: Cricchio, Kevin
Subject: Proposed Toilet/bath, laundry and apartment by Mousel Investments LLC @ 2411 Skyline Way Anacortes Wa.

To:

Kevin Cricchio, Planning committee and Council Members

We are once again addressing a proposed project for Toilet facilities at this site.

Please note that this subject was discussed in depth at our last board meeting and it was voted on by our owners. 15 out of 16 owners formally voted against this project and the other unit owner felt we could not stop it. I hope he is wrong.

Below are revised excerpts from my last years letter. They still apply.

Live a boards are allowed in the marina. Condo minimizing would increase this amount significantly as they would have toilet, shower, laundry facilities and an apartment for another land resident. All this would increase parking permanently used. I could see a huge increase in traffic and parking necessary. It has been filling to capacity some months and now with a move to the west end of the property we would be eliminating some if not all of the oversize parking stalls. This area is all we have for contractors, sub contractors, motorhomes, large trucks, guest and service vehicles with trailers. We are regularly having equipment worked on in the parking lot and boat trailers permanently stored from the moorage users. This will certainly only increase with full bath, laundry facilities and apartment provided on site.

All workers who would undoubtedly be given entrance codes to the facilities could stay longer and use the facilities.

The traffic for the slips already exceeds our condo traffic and condo minimizing could at least triple this over time. The parking requirements need to be carefully scrutinized. Mousel Investments LLC should be required to draft and implement a proper road maintenance agreement before any project would be approved. Two entities of the five who use the roadway currently do not pay for any portion of the road maintenance where the city streets end and our private portion begins (Cabana Lane). It is my understanding that BE and BW and Mousel Inv. LLC have the entire burden currently and that it is not clear as to who pays what.

If the proposal is approved and underway there will be trenches dug for utilities and many pieces of equipment and vehicles involved. All of this will call for patching and repairs to the ground and driveway asphalt. We must insist that this be done properly and that the entire area be repaved after all is done by the developer

With the new proposed location it would mean most of the slip users, service people and guest would be walking across a large area of the parking lot from the eastern most boundary to the western edge of property when you consider where the access ramps are located and where the parking is located. This of course crosses in front of all 16 BE units and their entire parking area. I can only imagine how difficult it will be backing out of our garages which is already precarious for the owners, walkers, cyclist and cars.

The inconvenience to the residents of BE will be horrendous not to mention the additional exposure to all personnel involved in the construction project around and casing our homes.

Below are two quotes from my letter of a year ago.....and where are we now?

(Harold has said he is not "condo minimizing" now but what keeps him from coming back to that a year from now. I would hate to think what problems we would incur dealing with 50 OWNERS instead of just Harold.)
(In looking at Harold's motivation for this facility it would seem to be financial driven and that would indicate he could rent his slips for more money and it would set the pathway for condo minimizing in the future.....at our detriment.)

If you look back at the original site plan for BE roughly 30 years ago you will see that the area where overflow parking is now was called out to be landscaped which never happened. Having 40 years of professional experience in Architecture leads me to think that there is not enough area for necessary landscaping for this new proposal. I own unit 101 and would be facing this toilet & laundry facility every time upon using my exterior parking space or backing out my garage. What kind of protective screening would I have?

The "Quality of life" issue is hard to measure and forecast but there is no way I can envision this project enhancing our BE homes quality or value. I can only see negatives for our owners from this project and all for the financial gain of others who do not live here.

Thanks to all who take the time to read my comments and thanks to the City of Anacortes for protecting my property values.

Respectfully submitted

Clint Carnell Sr.
owner unit 101 BE

Cricchio, Kevin

From: Dale Dorothy Leischner <dleischner@msn.com>
Sent: Tuesday, September 27, 2016 3:55 PM
To: Cricchio, Kevin; john.hoxeng@scgeng.com
Subject: Mousel Investments Bathroom & Marina Office Permit Application

Kevin, Most of these questions I asked last year on Harold's original proposal and were not addressed. Most of them still apply to his recent application. Can you answer any of these concerns as they will substantially effect my quality of life here at Bayside East.

File Number: SDP-2016-1003

Applicant: Mousel Investments, LLC

Project Location: Parcel # P32370

1. What is planned to assure an odorless restroom facility?
2. How will access to the proposed marina office and parking requirements be regulated, administered and managed. What additional traffic can be expected?
3. Can Bayside East and the marina now become a gated facility? Will there be a permit or pass-code or other controlled access requirement for marina owners and Bayside East owners to their docks and residence's similar to Flounder Bay Yacht Club?
4. Will the marina parking stalls be numbered based upon marina slip ownership?
5. What will be the hours of operation for this facility?
6. Will I as a Bayside East owner be able to use the restroom facilities?
7. Will I as a Bayside East owner be able to continue to walk the docks and visit with my boat owner neighbors and charterers?
8. Can I continue to drop my crab pot at the end of the dock?
9. Where will the dock carts and garbage containers now be stored?
10. How will the additional traffic wear and tear on our parking lot and driveway maintenance costs be handled and allocated between Mousel Investments and Bayside East or others?

I hope that these issues can be addressed satisfactorily before the site visit on October 26th. I thank you for your assistance in answering these concerns and hopefully properly resolving these questions.

Sincerely, Dale Leischner: Owner Unit # 202 2411 Skyline Way Anacortes WA. 98221 of Bayside East Condominiums Phone # 206-919-8321

Kevin Cricchio, AICP
City of Anacortes

Re: SDP-2016-1003, Mousel Investments, LLC

Mr. Cricchio:

Here is our response to questions emailed to you from Dale Leischner on 9-27-16.

Mr. Leischner's text (pasted from his email) is shown in regular type. Schemmer Consulting Group PLLC text is shown in italics.

1 .What is planned to assure an odorless restroom facility?

An indoor restroom with plumbing will be better than the portable toilet currently being used.

2. How will access to the proposed marina office and parking requirements be regulated, administered and managed. What additional traffic can be expected?

The only additional traffic will be the dockmaster or renter in the one bedroom apartment.

3. Can Bayside East and the marina now become a gated facility? Will there be a permit or pass-code or other controlled access requirement for marina owners and Bayside East owners to their docks and residence's similar to Flounder Bay Yacht Club?

The plan is some day to have a gated access.

4. Will the marina parking stalls be numbered based upon marina slip ownership?

Not at this time.

5. What will be the hours of operation for this facility?

The restroom will have code access so 24 hours.

6. Will I as a Bayside East owner be able to use the restroom facilities?

The restroom will be for the dock owners/renters.

7. Will I as a Bayside East owner be able to continue to walk the docks and visit with my boat owner neighbors and charterers?

Yes, until it is gated.

8. Can I continue to drop my crab pot at the end of the dock?

Until gated.

9. Where will the dock carts and garbage containers now be stored?

Continue in the same place.

10. How will the additional traffic wear and tear on our parking lot and driveway maintenance costs be handled and allocated between Mousel Investments and Bayside East or others?

No additional traffic. Just improving facilities.

Sincerely,

*John Hoxeng, PLS
Agent for Mousel Investments, LLC*

Deborah Javelet
2399 Skyline Way #203
Anacortes, WA 98221

October 12, 2016

To the City of Anacortes:

First, I appreciate the opportunity to respond to the request for a building to be constructed in the Bayside East parking lot. I am a fairly new resident in the Bayside West Condominium Community and have in the short time I've lived here realized there is an enormous disparity between the number of users of the private road into our community and the number of people AND businesses that are exempt from participating in the maintenance of the road.

It certainly smacks of "good ole boy" antics. Basically saying that Condo owners on one small portion on **one side** of the private road will be financially responsible for the maintenance of that road and that the condo owners on the other side, as well as businesses, are given a pass. **They certainly were given the right to USE the road and financial and recreationally benefit from the road, but allowed to do so without any responsibility.**

The proposed building will do nothing but increase traffic in a quiet community. Showers mean more folks running back and forth between boats or cars or both and please let's remember that all of those folks will be driving on and wearing down a road that about 27 condo owners will have to pay to repair! The company that rents yachts out of course has people driving down on the private road to get to the yachts they are renting and often there are 2 families or more that are involved in the rental, further increasing traffic and noise and disruption to the lives of the people who live in the condos. They increased use of the area with the addition of the building will create a severe disruption to this quiet community and will add NO benefit to those who LIVE here every day. The building is being squeezed into a small area with huge visual and physical impact on the surrounding areas.

The building also will affect views for condo owners. Please remember views are not always of the water and this building is not an ENHANCEMENT to our community. It is only an enhancement to the people or parties that are going to make more money by having this building built and then putting into play the ability to sell more condos. That means more cars, trucks, motor homes and boat trailers all enjoying the benefits of a road they do not have to maintain.

A couple of weeks ago a large suv had their tire come completely off of their axle, which crashed to the pavement. The driver of the vehicle was affiliated with the yacht rentals and certainly showed no remorse for tearing up the asphalt. Why should he? He certainly never could have known that the Yacht Company he had rented from was not in any way responsible for tearing up that private road. It

is certainly easy to be cavalier with how you treat the road when you aren't responsible for having to fix it. It reminds me of the mentality of folks who rent a car and drive it hard and reckless because it's not THEIR car.

Well, this is our home and we take great pride in our community and have suffered enough with the terrible injustice that has been placed on us by those who find some "loophole" or some "creative way" to get out of their responsibility. I know this seems to be the norm now, but there was a time when we, as a nation, did the right thing, not because there were laws that told us to, but because we inherently knew the difference. I do believe what goes around comes around...and perhaps that is what is happening now.

I appreciate the opportunity to express my concerns and look forward to further discussion on this important topic. I will be reaching out to everyone in this community as well to express my concerns and to let them know their voices DO matter! Government is for ALL the people and though we may not have a bank of lawyers and consultants on our side, we have common sense and a strong belief in justice on our side.

Thank you,

A handwritten signature in blue ink that reads "Deborah Javelet". The signature is written in a cursive, flowing style with a large initial 'D'.

Deborah Javelet

Cricchio, Kevin

From: gkaigh@gmail.com
Sent: Friday, October 14, 2016 7:40 AM
To: Cricchio, Kevin
Subject: Mousel Investments LLC #SDP-2016-1003

Geri Kaigh
2399 Skyline Way
201W
Anacortes, WA 98221
Email: gkaigh@gmail.com

City of Anacortes PCED
P.O.Box 547
Anacortes, WA 98221

October 13, 2016

I strongly oppose the application of Mr. Harold Mousel doing business as Mousel Investments LLC for the construction of a two story building described by file #SDP-2016-1003. I am an owner resident in Bayside West in a thirteen unit condo building at 2399 Skyline Way, Anacortes, WA 98221.

Mr. Mousel was earlier denied the development of a one story toilet facility at Bayside East. Since then, the project has been moved and has also morphed into a two story building with toilets, showers and a residence. At the new site there would not only be destruction of precious green space, but there is concern that Mr. Mousel is planning on turning the fifty or so boat slips that he owns at Bayside East into condos and that the new residence in his plan would be for a dockmaster. This could clearly cause parking issues for the residents of Bayside East and possibly for Bayside West in the wake of overflow parking needs.

Another major concern is the impact of heavy construction equipment and vehicles that would be using Skyline Way to get to and from this project. Skyline Way is partially owned and maintained by the city but it is also partially a private road to be maintained by only some condo owners in the private section of the road. Clearly the impact of additional traffic on the private portion of the roadway is untold but the responsibility left so few private condo owners for roadway maintenance is of great concern particularly since we have no control over usage of the roadway. Gifting the city with the private portion of Skyline Way seems a reasonable solution to this problem as it does serve the same diverse traffic as the city owned and maintained beginning of Skyline Way off Sunset.

Your serious consideration of these issues and solutions is most appreciated.

Geri Kaigh
2399 Skyline Way
201W
Anacortes, WA 98221

Sent from my iPad

Michael F. Javelet

2399 Skyline Way #203

Anacortes, WA 98221

October 12, 2016

City of Anacortes PCED

P.O. Box 547

Anacortes, WA 98221

Dear City of Anacortes PCED,

I am writing this letter in opposition to the application filed by Mousel Investments LLC

File # SDP-2016-1003

RELATIONSHIP WITH BAYSIDE EAST CONDOMINIUM

They state that they are simply neighbors and they do not co mingle ownership interest on either side. This may be true however when Mousel developed the condominiums, Bayside East and West, Mousel granted easement for the marina as well as any commercial traffic that ensued. Mousel also put the burden of road maintenance strictly on the owners of the condominiums and relieving any of the 300 to 500 slip owners any responsibility in participating in the maintenance of the "private road." The inequity is far reaching and in today's world this would never have been allowed.

PARKING ANALYSIS

Their document states that each property is responsible for their own parking spaces. What they don't point out is they drive through condo parking lots and the private road to park in these spaces. So Bayside East consists of 16 units and Bayside West has 13 units. Compare 29 owners to 300 to 500 owners of boats/condo owners and it becomes clear instantly of the lop sided climate this has caused. Mousel even claims bullet point 5 that "Bayside Moorage will exceed the requirement by 13 spaces (40 minus 27) which obviously aggravates the situation.

Page 4 of Mousel's claim – AMC 17.46.020 "with a document finding that the overall parking situation in the project vicinity will not be adversely affected." No comment on the actual parking being affected but the adverse affect to the road with increased traffic of not only more condo/boat slip owners, but the commercial traffic that will come with it.

Page 7 UTILITIES

More commercial traffic regarding the A 4" sanitary sewer pipe tie in to existing manhole.

ADDRESSING THE CONDITIONAL USE CRITERIAL OUTLINED IN 17.10 100 A.M.C.

PAGE 8 / letter b. RESPONSE: "THE BUILDING DOES NOT INTERFERE WITH THE USE OF NEIGHBORING PROPERTIES." Half true only by its placement in the lot. It does impact the condos with even more traffic on said "private road."

Letter d. RESPONSE "We believe the building will not be detrimental to the surrounding neighborhood." On the contrary it will indeed impact us and we are on the hook for paying for the road maintenance. This does address Letter e. it compromised us with health and safety with more traffic, more emissions and financially as well with increasing the wear on the road to shorten its life span.

Letter g. Their response: "The building will increase facilities and services." Please note this is a quote and they underlined the word increase not me.

Page 11 B. Goal

"It does enhance the city's character." I should say at this point Burrows Bay, which is where this point of contention is located is by far a diamond location for the city of Anacortes as well as the island of Fidalgo. That said we experience an inordinate amount of public traffic on the "private road" that is hard to take seeing as how there seems to be a lot of individuals gaining value without any skin in the game regarding the maintaining of the "private road."

Page 12

4.3 ECONOMIC DEVELOPMENT ELEMENT

B. Goal

Their response now states private marina and that it contributes to Anacortes' high quality of life. So why doesn't Mousel see the importance of taking part in maintaining the road or bringing it up to standards so the city of Anacortes can take it over?

Page 13 Policy 4.3.4. Encourage access to the water and the shoreline commercial areas.

RESPONSE: Not applicable. Yes it is. This will increase traffic to this wonderful location and this goes without saying.

Response Policy 4.3.7. Not applicable. What about our economics?

Response Policy 4.3.9. Not applicable. By walking away from their responsibility to maintain the road and at the same time increasing public use of the shoreline is far from not applicable.

Page 14 & 15 / 4.4 Circulation Element

Their Response to this item is "The project does not interfere with the Purpose and Goal of the Circulation Element."

How about B. Goal? Provide public access to the shoreline and efficient movement of people and goods?

How about C. Policies 4.4.3.? Improve existing transportation facilities to enhance economic, recreational and visual benefits to the public.?????

Page 15 & 16 4.5 Public Access Element

Response: "The project does not interfere with the Purpose and Goal of the Public Access Element."

How about Policy 4.5.9.??? Promote a coordinated system of connected pathways, sidewalks, passageways between buildings, beach walks and shoreline access point that increase the amount and diversity of opportunities for walking and chance for personal discoveries.?????

Page 16 & 17 4.6 Recreational Element

Response: This project is an enlargement of a recreation opportunity. Their words not mine! **AN ENLARGEMENT OF A RECREATIONAL OPPORTUNITY.**

B. Goal

Response: The marina is a compatible existing use that should be developed and maintained.

Easy to say that this area should be maintained when you are not a part of it.

C. Policies

4.6.1. Increase opportunities.

Response: The project enhances water-oriented recreation. It also increases traffic!

Policy 4.6.5. Do not allow public recreation sites to exceed their capacity to sustain the recreation experience sought by visitors.

Response: Not applicable. Over the past 25 to 30 years this area has clearly exceeded its capacity and based on the fact that Mousel has allowed this free pass to literally hundreds of people if not thousands counting public traffic I submit that this whole item is applicable.

Page 18

Policy 4.6.6. do not allow a decrease in sites primary recreational value. You already have.....

Response: This project **enhances** the site's primary recreational value." Once again their underlined word not mine. But no kidding you have increased your value while we are told we have to pay to maintain the road for your increased enhancement.

Policy 4.6.9. facility to be planned to augment and enhance recreation facilities. This will be done while tearing up the road as well as our parking lot and at NO cost to the people who will monetarily benefit.

Policy 4.6.10. The quarters and restroom serves the purpose of preserving for future generations really means that putting in this building will increase the valuation process of your condo/boat slip sales. Without this building the valuation equation drops significantly.

Page 19 Policy 4.6.13.

Response "does not interfere with normal public use. It will not be a hazard to public health." With the increase of traffic the road will become more broke down and could pose a hazard.

MASTER PERMIT APPLICATION

#10. Water Source City of Anacortes. What is the impact the equipment will have on connecting all of this?

JARPA PAGE 6 OF 16

6G. FAIR MARKET VALUE OF PROJECT. ANSWER \$50,000

Based on my latest tax assessment I submit your property should be assessed and or valued well above \$150,000.00

PAGE 9

8b. they checked no. I believe this will impact the area.

Over the past 25 years this area has grown and more and more properties have been developed and more to come. That said the 25 or so homes that are platted to go on this private road are not on the hook for maintaining the very road they are going to be built on. As I have said the inequity in putting the burden of maintaining this road while hundreds of other property owners on this road are not obligated in any way to participate in the maintenance issue is simply unwarranted.

I would like the opportunity to have a sit down with Mr. Mousel and discuss how this could be resolved. It seems fair to me and not exactly sure how we got here but my stance is justified and simply stated is not fair to me or my beloved neighbors.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael F. Javelet", with a stylized star or asterisk at the end.

Michael F. Javelet

2399 Skyline way #203

Anacortes WA 98221

Michael F. Javelet
2399 Skyline Way #203
Anacortes, WA 98221

October 12, 2016

City of Anacortes PCED
P.O. Box 547
Anacortes, WA 98221

Dear City of Anacortes PCED,

I am writing this letter in opposition to the application filed by Mousel Investments LLC

File # SDP-2016-1003

RELATIONSHIP WITH BAYSIDE EAST CONDOMINIUM

They state that they are simply neighbors and they do not co mingle ownership interest on either side. This may be true however when Mousel developed the condominiums, Bayside East and West, Mousel granted easement for the marina as well as any commercial traffic that ensued. Mousel also put the burden of road maintenance strictly on the owners of the condominiums and relieving any of the 300 to 500 slip owners any responsibility in participating in the maintenance of the "private road." The inequity is far reaching and in today's world this would never have been allowed.

PARKING ANALYSIS

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Sincerely,

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Michael F. Javelet

2399 Skyline way #203

Anacortes WA 98221

Cricchio, Kevin

From: Tom Kuhn <tmkuhn@comcast.net>
Sent: Monday, August 29, 2016 3:49 PM
To: Cricchio, Kevin
Subject: proposed development in Skyline by Mousel Investments LLC

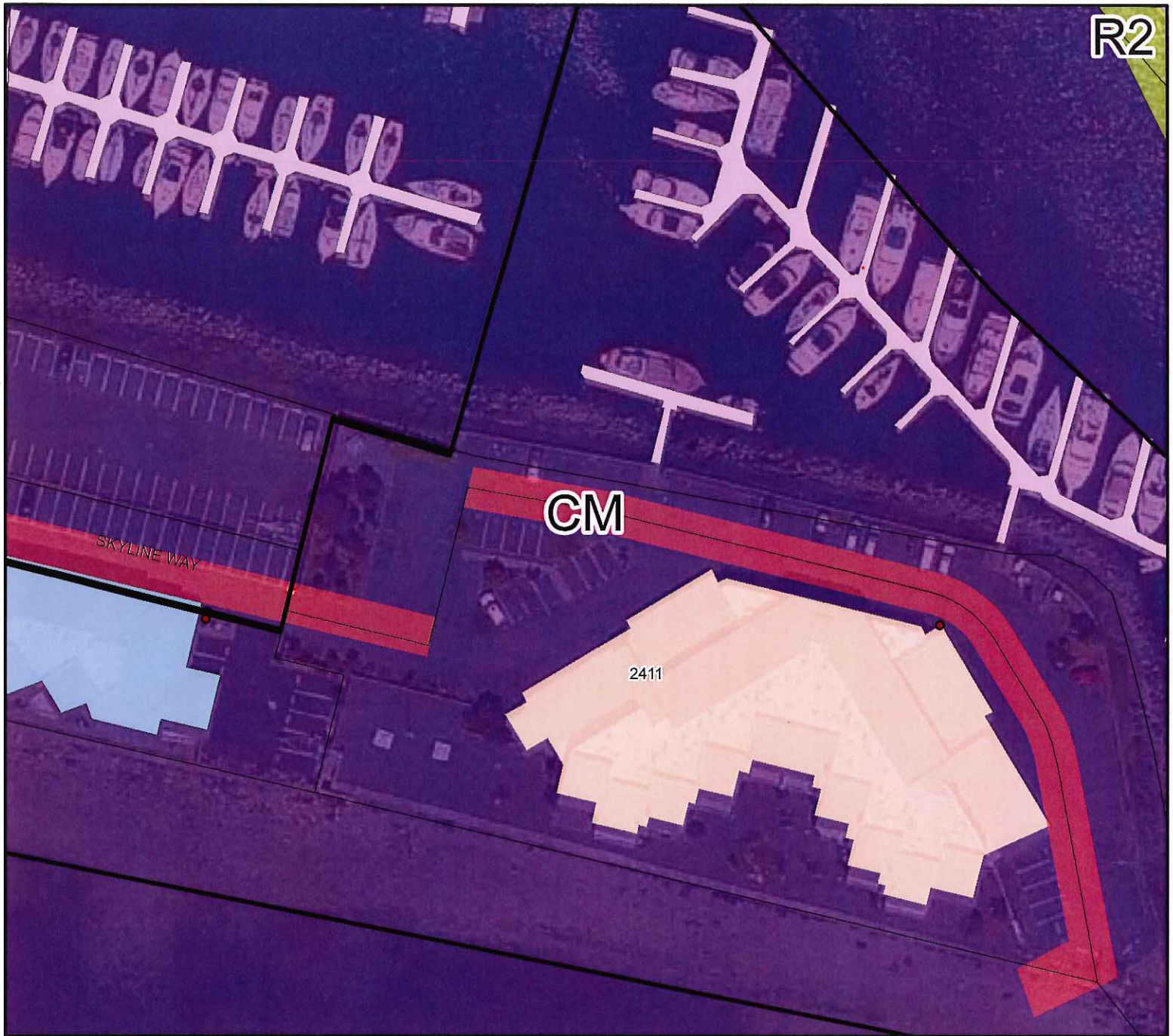
My eyes aren't sharp enough to read the sign posed by the Bayside moorage facility. Where can I find the detail posting on the City web site? Is this a redo of the proposal that was denied last Oct?

Tom Kuhn
5204 Maritime lane
Anacortes
588-6742

EXHIBIT #05:

CITY OF ANACORTES' GIS &
ASSESSOR'S INFO

R2



0 37.5 75 Feet

City of Anacortes Utilities

Parks also



Revised
August 2016

City Limits	Signs	Skagitcounty2011May.sid.sid
County Parcel Data	Monument	RGB
Plats	Wheel Chair Ramp	Red: Band_1
Encroachments	Bike Lanes	Green: Band_2
Easements	Sidewalks	Blue: Band_3
Vacations	Streams	
Lock Box	Lakes & Ponds	
Airport	Wetlands	
Docks	Zone	
Out Buildings	AZ	
Sprinkled Buildings	C	
Buildings	CBD	
	CM	
	CM1	
	CM2	
	HM	
	I	
	LM	
	LM1	
	MS	
	P	
	R1	
	R2	
	R3	
	R4	
	R4A	
	R4B	



0 140 280 Feet

City of Anacortes Utilities

Parks also

- City Limits - County Parcel Data - Plats - Encroachments - Easements - Vacations - Lock Box - Airport - Docks - Out Buildings - Sprinkled Buildings - Buildings	- Signs - Monument - Wheel Chair Ramp - Bike Lanes - Sidewalks - Streams - Lakes & Ponds - Wetlands	Skagitcounty2011May.sid.sid RGB - Red: Band_1 - Green: Band_2 - Blue: Band_3
Zone - AZ - C - CBD - CM - CM1 - CM2 - HM - I - LM - LM1 - MS - P - R1 - R2 - R3 - R4 - R4A - R4B		

Revised
August 2016





0 200 400 Feet

City of Anacortes Utilities

Parks also

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	I	
	LM	
	LM1	
	MS	
	P	
	R1	
	R2	
	R3	
	R4	
	R4A	
	R4B	



Revised
August 2016

This map was created from available public records and existing map sources. Not from field surveys. Map features from all sources have been adjusted to achieve a "best fit" registration. While great care was taken in this process, maps from different sources rarely agree as to the precise location of geographic features. The relative positioning of map features to one another results from combining different map sources without field "ground-truthing".

Details for Parcel: P32370



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
P32370	350127-0-017-1006	03	27	35	01

Owner Information
MOUSEL INVESTMENTS LLC
13827 DONNELL RD
ANACORTES, WA 98221

Site Address(es)

Map Links

[Open in iMap](#)

Assessor's Parcel Map:

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

2015 Values for 2016 Taxes*

Building Market Value \$1,111,000.00
Land Market Value +\$686,900.00
Total Market Value \$1,797,900.00
Assessed Value \$1,797,900.00
Taxable Value \$1,797,900.00

Sale Information

Deed Type QUIT CLAIM DEED
Sale Date 2010-11-03
Sale Price \$0.00

2016 Property Tax Summary

2016 Taxable Value \$1,797,900.00
General Taxes \$17,807.40
Special Assessments/Fees
Total Taxes \$17,807.40

* Effective date of value is January 1 of the assessment year (2015)

Legal Description Definitions

TRACT 3 OF SHORT PLAT NO. AN-84-001, APPROVED OCTOBER 24, 1984, AND RECORDED OCTOBER 24, 1984, IN VOLUME 6 OF SHORT PLATS, PAGES 183 THROUGH 185, UNDER AUDITOR'S FILE NO. 8410240028, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A PORTION OF LOT 16, SKYLINE NO. 19, IN SECTION 27, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE W.M.

*Land Use	(440) MARINE CRAFT TRANSPORTATION			WAC 458-53-030	
Neighborhood	(6R46ANA) ANACORTES MARINA				
Levy Code	0900	Fire District			
School District	SD103	Exemptions			
Utilities		Acres	2.92		
Improvement 1 Attributes Summary					
Building Style	SINGLE FAMILY RESIDENCE				
Year Built		Foundation			
Above Grade Living Area	100 Square Feet	Exterior Walls			
Finished Basement		Roof Covering			
*Total Living Area	100 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 #06:

SITE PLAN & ELEVATIONS



BAYSIDE MOORAGE RESTROOM SITE PLAN

LEGAL DESCRIPTION

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY,
GUARANTEE NO. SGW-08002193

TRACT 3 OF SHORT PLAT NO. AN-84-001, APPROVED
OCTOBER 24, 1984, AND RECORDED OCTOBER 24, 1984, IN
VOLUME 6 OF SHORT PLATS, PAGES 183 THROUGH 185,
INCLUSIVE, UNDER AUDITOR'S FILE NO. 8410240028,
RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A
PORTION OF LOT 16, SKYLINE NO. 19, IN SECTION 27,
TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.

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

OWNER / APPLICANT
MOUSEL INVESTMENTS LLC

AGENT
SCHEMMER CONSULTING GROUP PLLC, REFER TO TITLE
BLOCK FOR CONTACT INFORMATION.

SITE ADDRESS
2411 SKYLINE WAY, ANACORTES, WA

ASSESSOR'S PARCEL NUMBER
P32370

CONTOURS
NOT APPLICABLE. THE SITE IS BASICALLY LEVEL. THE
UPLAND ELEVATIONS VARY FROM 16 FEET TO 19 FEET
ABOVE SEA LEVEL.

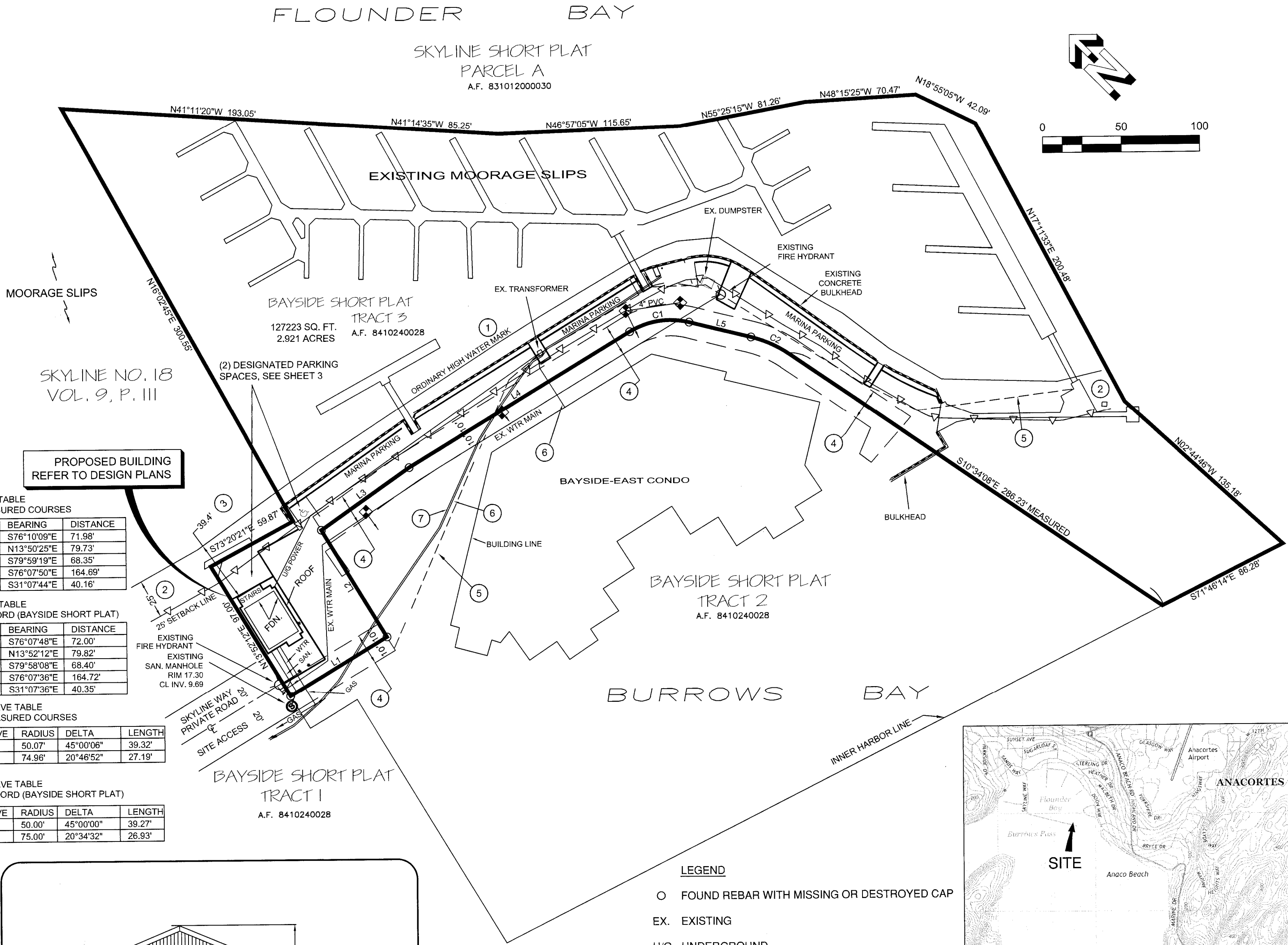
ZONING: COMMERCIAL MARINE.

SHORELINE DESIGNATION: URBAN

FILL MATERIAL
NO FILL MATERIAL WILL BE IMPORTED.

EXTRACTED MATERIAL
LESS THAN 2 CUBIC YARDS OF CONCRETE RUBBLE AND
GRAVEL WILL BE EXTRACTED AND TRUCKED OFFSITE.

- ORDINARY HIGH WATER MARK
DELINEATED BY AES ON 6-16-2016.
- 25 FOOT SETBACK
REQUIRED SETBACK FROM ORDINARY HIGH WATER MARK.
SEE SHORELINE MASTER PROGRAM, DR-5.10.7.
- THE PROPOSED BUILDING (FRONT DECK) IS 39.4 FEET
FROM THE ORDINARY HIGH WATER MARK.
- EASEMENT
20' ACCESS AND UTILITY EASEMENT PER SHORT PLAT, A.F.
8410240028.
- UNDERGROUND CABLES
AS DEPICTED ON BAYSIDE SHORT PLAT, A.F. 8410240028.
- UNDERGROUND CABLE
MARKED BY FRONTIER COMMUNICATIONS IN JUNE, 2015.
- UNDERGROUND CABLE
MARKED BY PUGET SOUND ENERGY IN JUNE, 2015.
- BUILDING HEIGHT
THE HEIGHT OF THE PROPOSED BUILDING IS 22.1 FEET
ABOVE EXISTING GRADE AS SHOWN IN THE ELEVATION
VIEW ON THIS SHEET. THE MAXIMUM ALLOWABLE HEIGHT
IS 35 FEET, ACCORDING TO AMC 17.21.090.



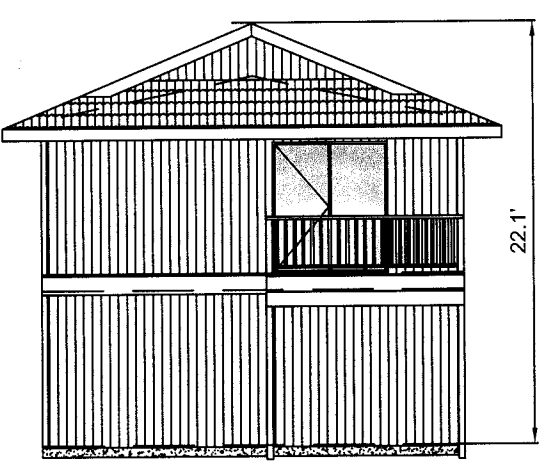
PROPOSED BUILDING
REFER TO DESIGN PLANS

LINE	BEARING	DISTANCE
L1	S76°10'09"E	71.98'
L2	N13°50'25"E	79.73'
L3	S79°59'19"E	68.35'
L4	S76°07'50"E	164.69'
L5	S31°07'44"E	40.16'

LINE	BEARING	DISTANCE
L1	S76°07'48"E	72.00'
L2	N13°52'12"E	79.82'
L3	S79°58'08"E	68.40'
L4	S76°07'36"E	164.72'
L5	S31°07'36"E	40.35'

CURVE	RADIUS	DELTA	LENGTH
C1	50.07'	45°00'06"	39.32'
C2	74.96'	20°46'52"	27.19'

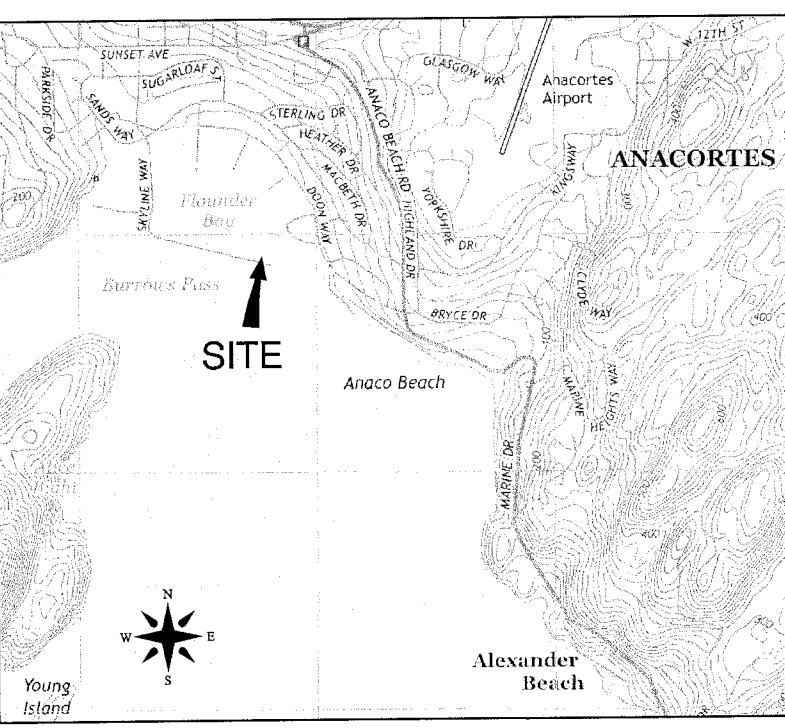
CURVE	RADIUS	DELTA	LENGTH
C1	50.00'	45°00'00"	39.27'
C2	75.00'	20°34'32"	26.93'



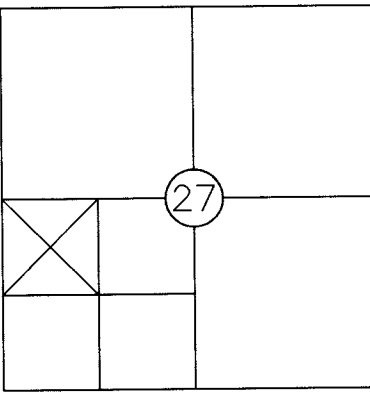
REFER TO DESIGN PLANS FOR MORE INFORMATION

LEGEND

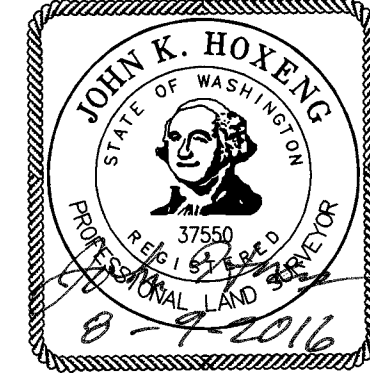
- FOUND REBAR WITH MISSING OR DESTROYED CAP
- EX. EXISTING
- U/G UNDERGROUND
- CATCH BASIN
ARROW INDICATES OUTFLOW DIRECTION



VICINITY MAP



NW 1/4, SW 1/4, SECTION 27
T35N, R1E, W.M.,
SKAGIT COUNTY, WA

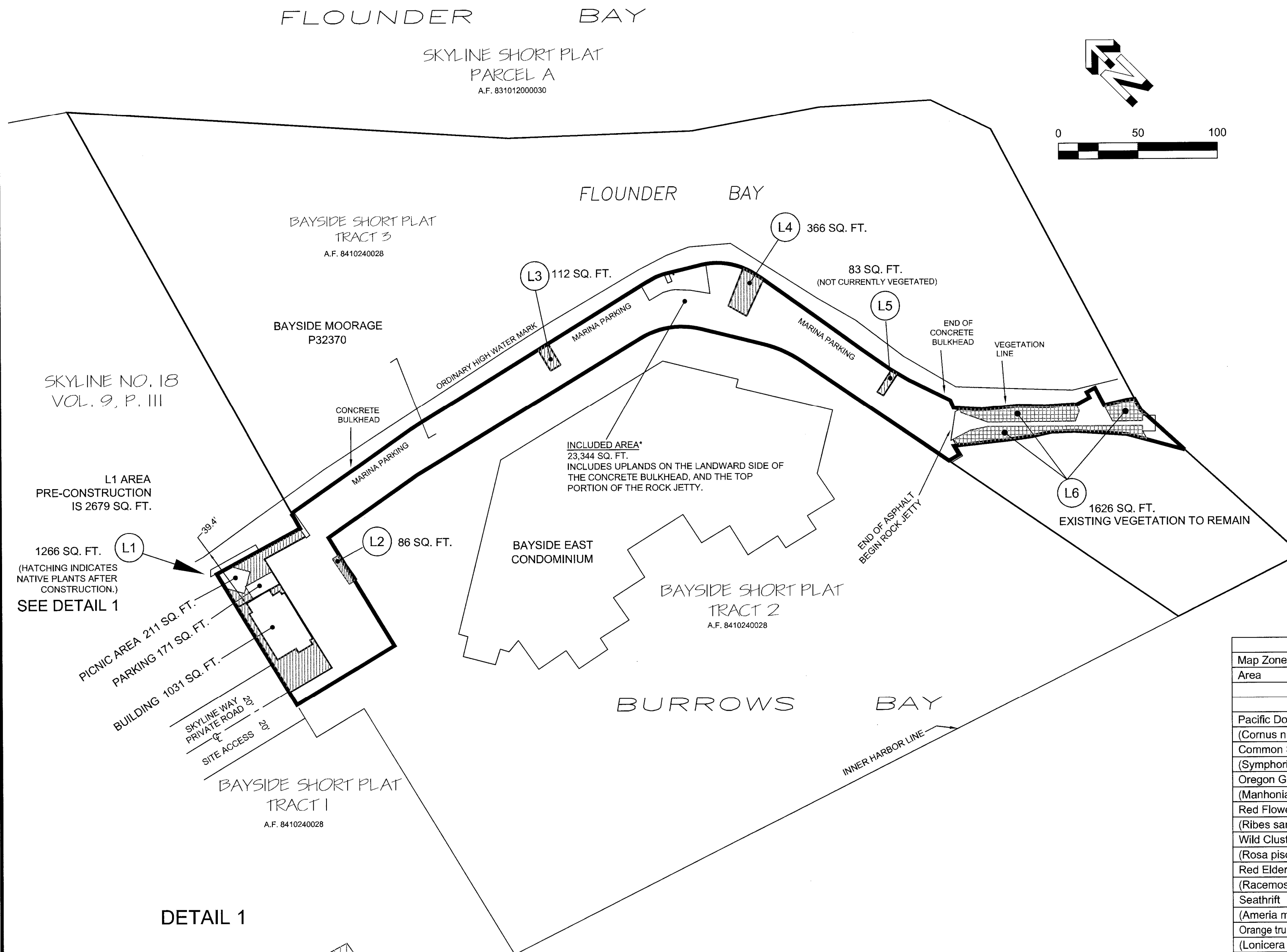


SCHEMMER CONSULTING GROUP PLLC
ENGINEERING SURVEYING CIVIL-STRUCTURAL-PLANNING
RESIDENTIAL HOME DESIGN
301 30th Street, Suite C; Anacortes, WA 98221
office: 360-293-9006 fax: 360-293-4051

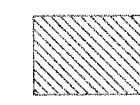
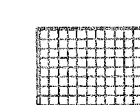
SITE PLAN TO SUPPORT SHORELINE
SUBSTANTIAL DEVELOPMENT AND ZONING
CONDITIONAL USE PERMITS
FOR MOUSEL INVESTMENTS LLC

Date: 08/09/2016	Job no. 15-025A
Scale: 1" = 50'	Sheet 1 of 9
CAD FILE: 15-025A SITE PLAN.DWG	

BAYSIDE MOORAGE RESTROOM LANDSCAPING PLAN



LEGEND

-  PROPOSED VEGETATION
-  EXISTING VEGETATION TO REMAIN

LANDSCAPING NOTES

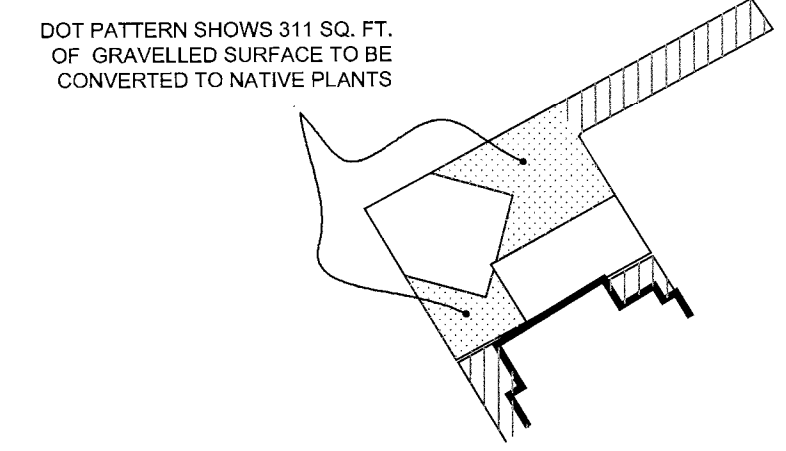
- 1) 23,344 SQ. FT. INCLUDED AREA* (SEE NOTE ON MAP)
- 2) 4178 SQ. FT. CURRENTLY VEGETATED (17.9%)
- 3) -1031 SQ. FT. LOST VEGETATION DUE TO BUILDING
- 4) 3139 SQ. FT. REMAINING VEGETATION (LINE 2 MINUS LINE 3)
- 5) 394 SQ. FT. REGAINED VEGETATION (311 SQ. FT. IN L1 PLUS 83 SQ. FT. IN L5)
- 6) 3533 SQ. FT. TOTAL AREA IN VEGETATION (LINE 4 PLUS LINE 5)
- 7) 15.1% PERCENT COVERAGE (LINE 6 DIVIDED INTO LINE 1)

L1 AREA
PRE-CONSTRUCTION
IS 2679 SQ. FT.

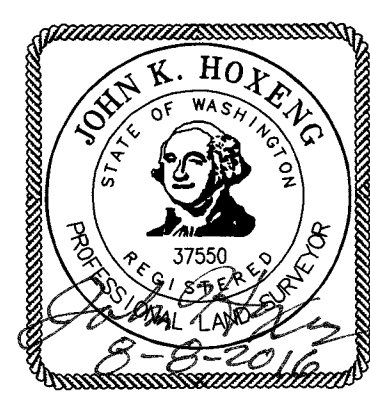
(HATCHING INDICATES
NATIVE PLANTS AFTER
CONSTRUCTION.)
SEE DETAIL 1

PICNIC AREA 211 SQ. FT.
PARKING 171 SQ. FT.
BUILDING 1031 SQ. FT.
SKYLINE WAY
PRIVATE ROAD 3/4
SITE ACCESS

DETAIL 1



Native Plant Installations						
Map Zone	L1	L2	L3	L4	L5	Total
Area	1266 SF	86 SF	112 SF	366 SF	83 SF	1913 SF
Number of Plants						
Pacific Dogwood (Cornus nuttallii)	3					3
Common Snowberry (Symphoricarpos alba)	15	1		2	3	21
Oregon Grape (Manhonia aquifolium)	5					5
Red Flowering Currant (Ribes sanguineum)	4	1				5
Wild Clustered Rose (Rosa pisocarpus)	3					3
Red Elderberry (Racemosa sambucus)			1			1
Seathrift (Ameria maritima)	10	5				15
Orange trumpet honeysuckle (Lonicera ciliosa)	3					3
Kinnikinnick (Arctostaphylos uva-ursi)	8		2	5	2	17
Total:	51	7	3	7	5	73



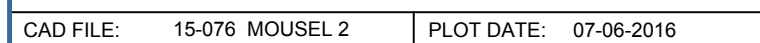
**SCHEMMER** CONSULTING GROUP PLLC

ENGINEERING
SURVEYING
RESIDENTIAL HOME DESIGN
301 30th Street, Suite C; Anacortes, WA 98221
office: 360-293-9006 fax: 360-293-4051

CIVIL-STRUCTURAL-PLANNING

LANDSCAPING PLAN

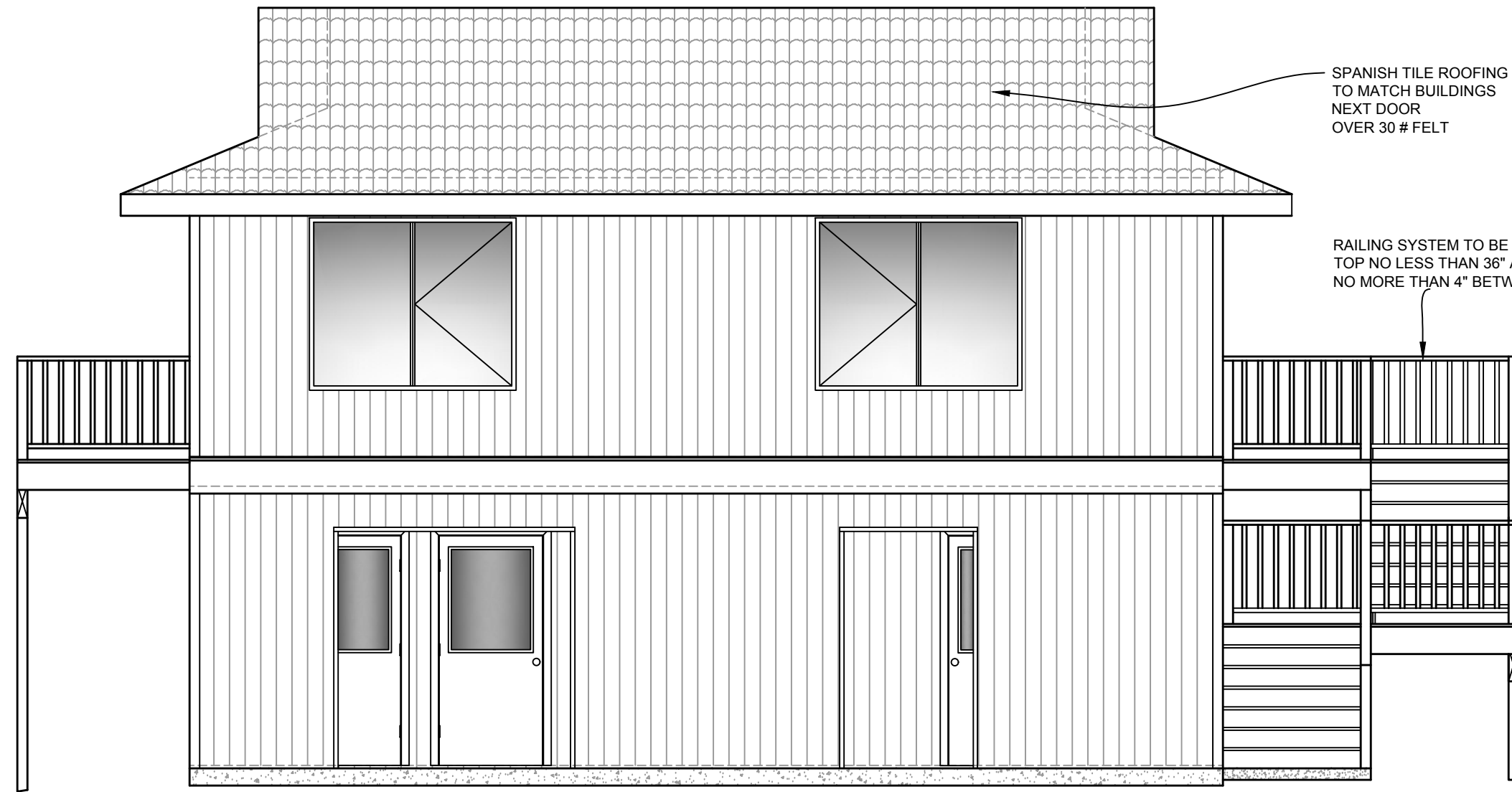
Date: 08/08/2016	Job no. 15-025A
Scale: 1" = 50'	Sheet 2 of 9
CAD FILE: LANDSCAPING.DWG	



DATE	07-06-16
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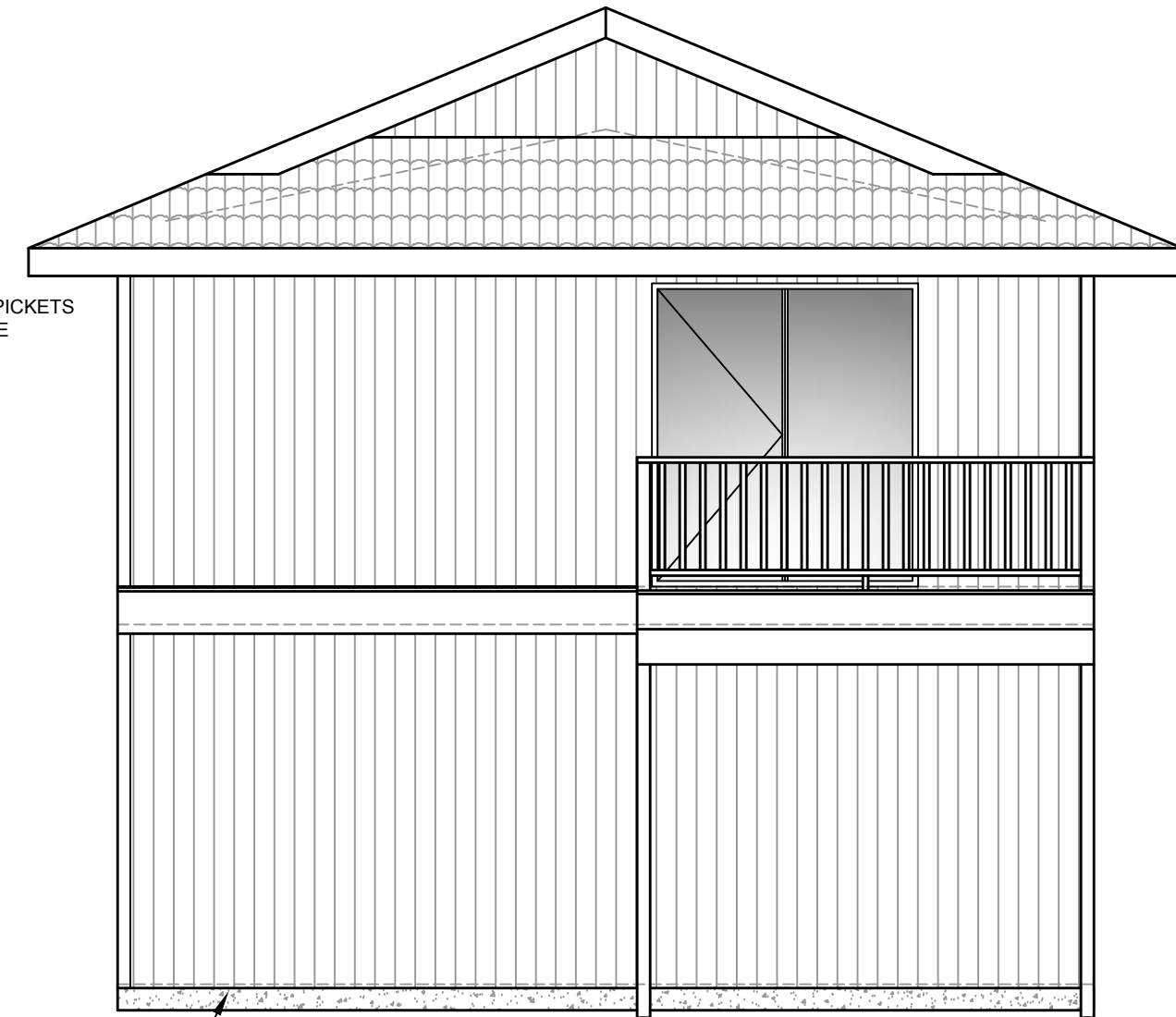
SITE PLAN 2 w/ SURROUNDING STRUCTURES

JOB NO. 15-076
SHEET
4 OF 9



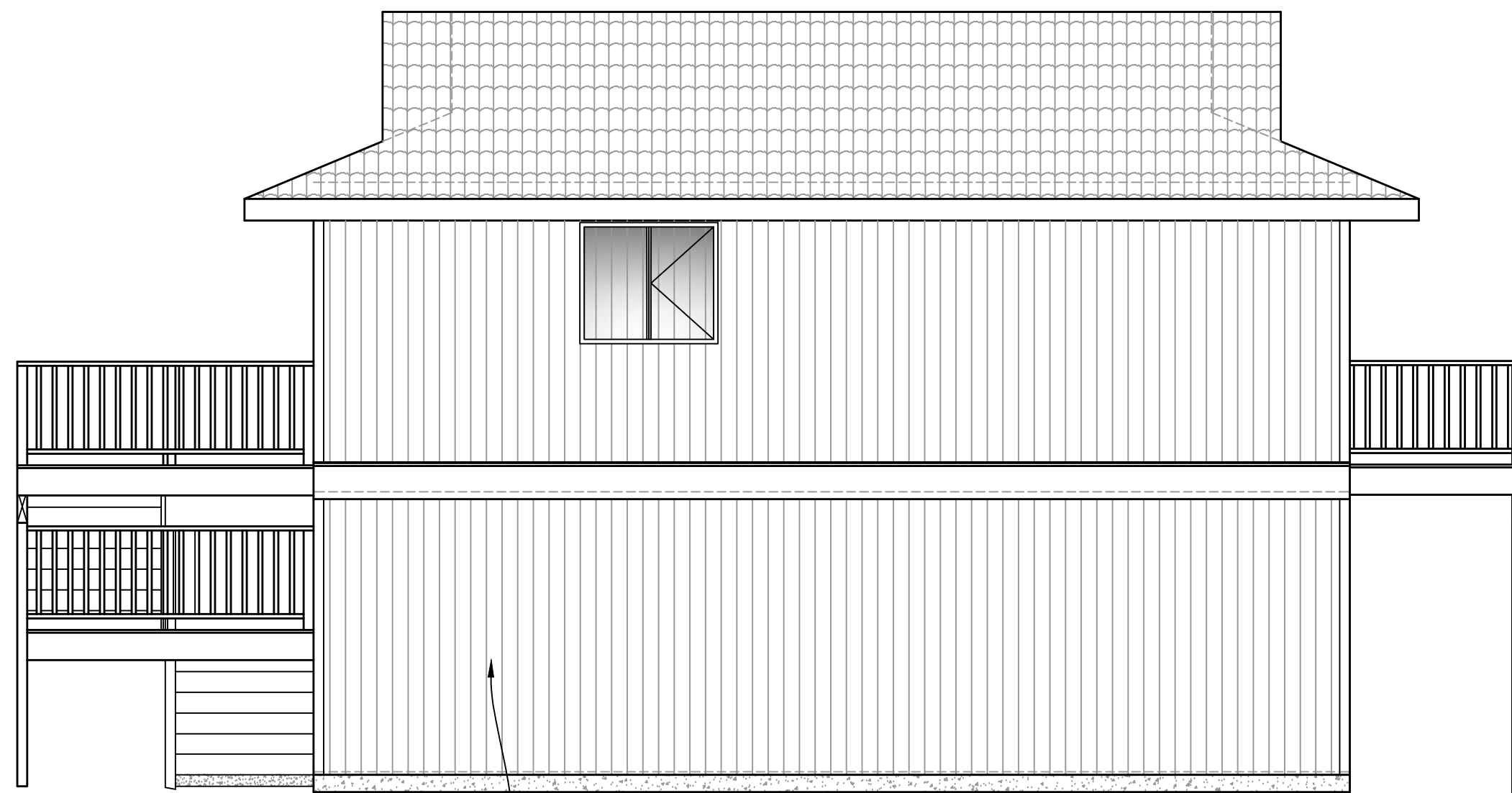
EAST ELEVATION

1/4" = 1'-0"



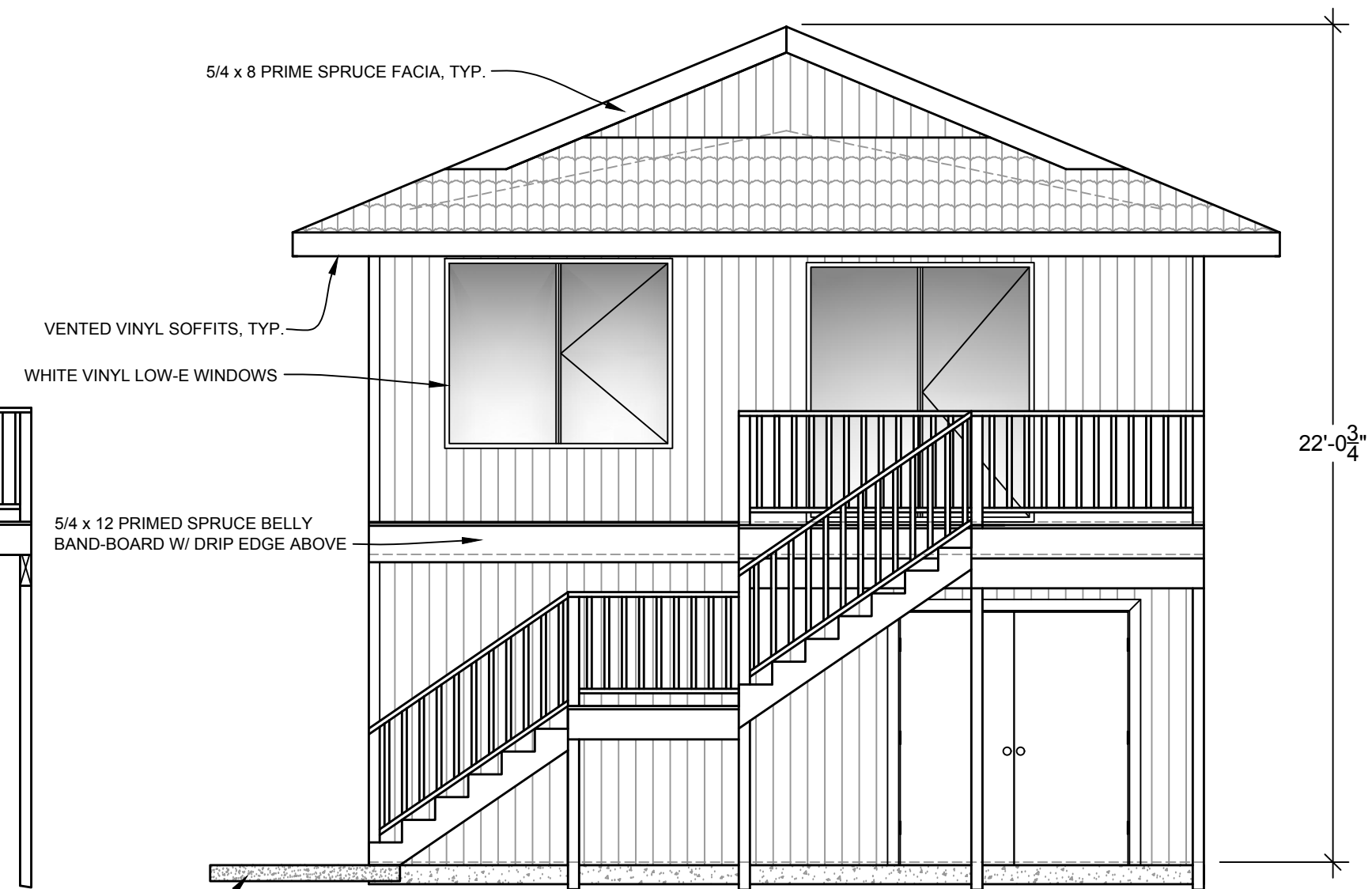
SOUTH ELEVATION

1/4" = 1'-0"



WEST ELEVATION

1/4" = 1'-0"

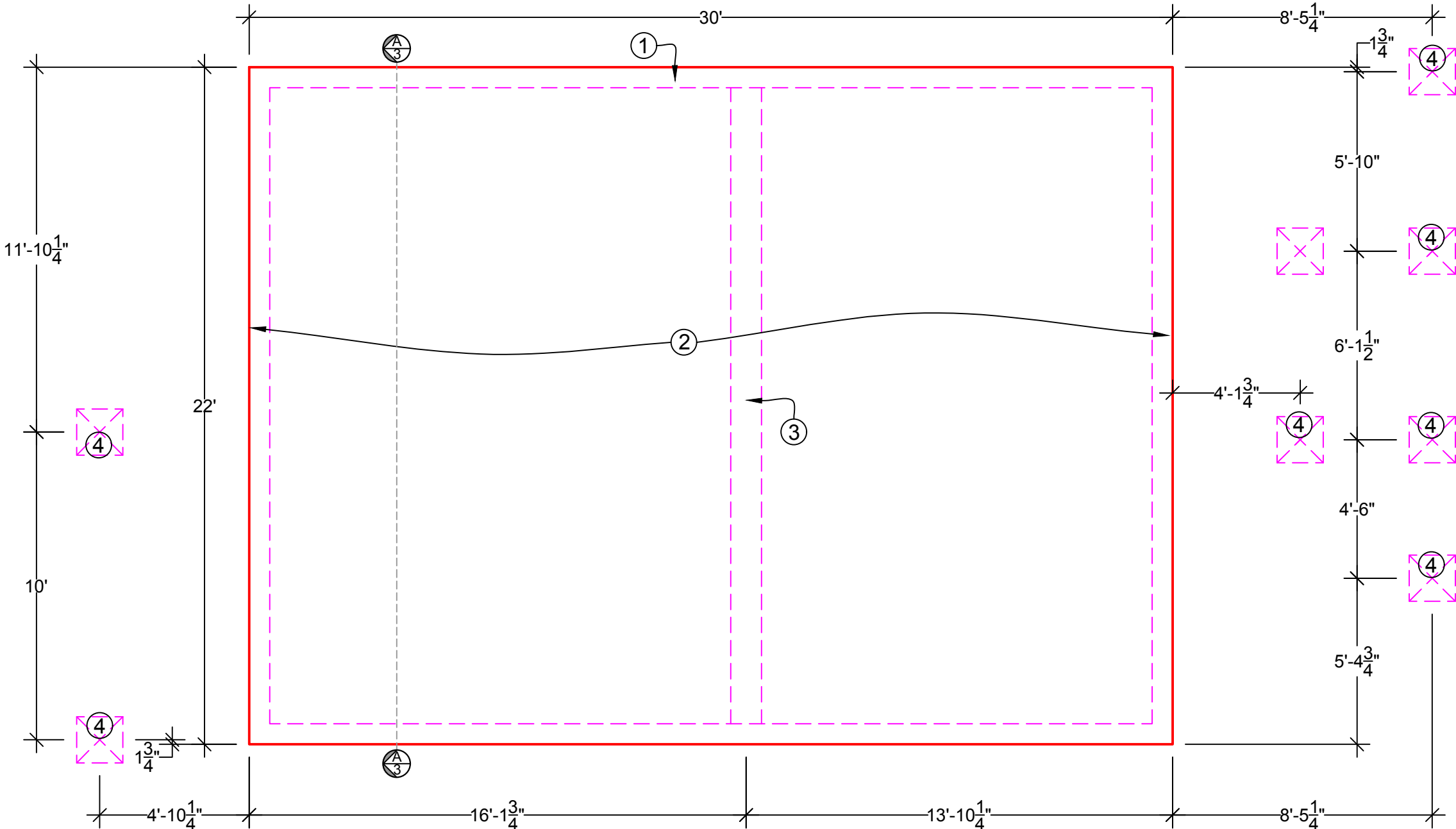
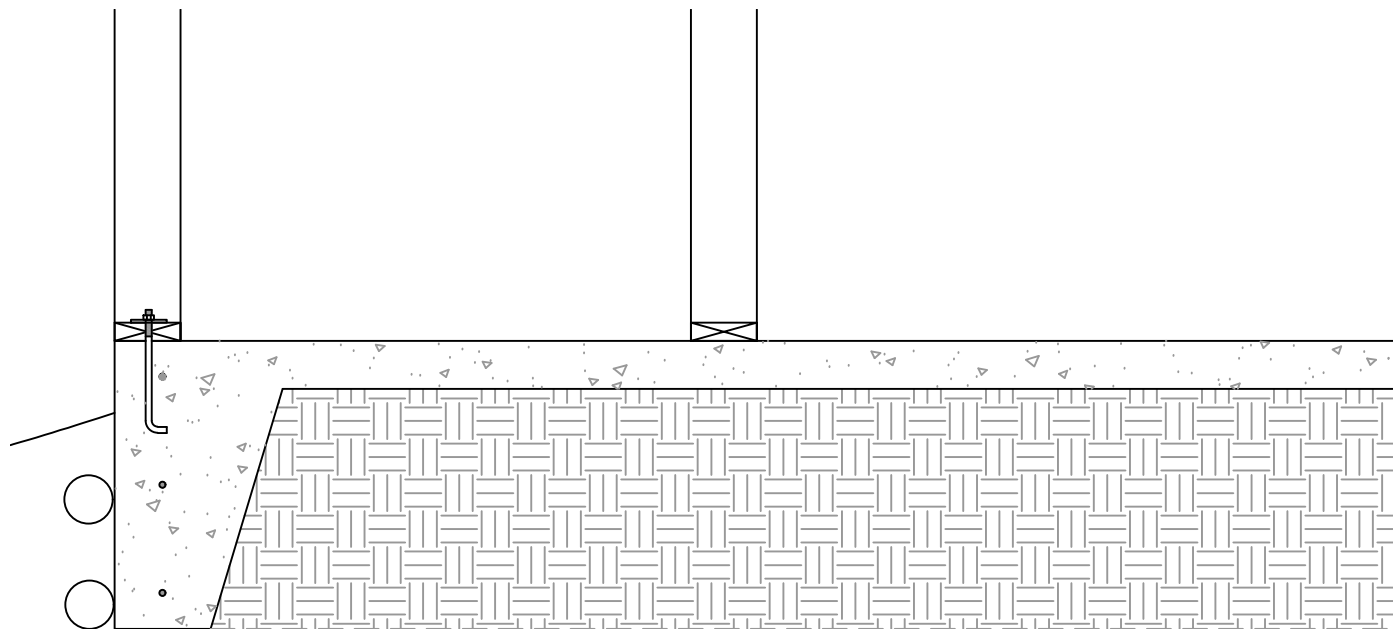


NORTH ELEVATION

1/4" = 1'-0"

FOUNDATION PLAN NOTES

- ①
- MONO-POUR 24" tall concrete slab with # 4 bar @ 18" O.C. vertical and # 4 bar @ 18" O.C. horizontal unless noted otherwise.(U.N.O.) Provide 1/2" x 10" anchor bolts @ 48" O.C., and no more than 12" from ends of plates U.N.O. See TYPICAL WALL SECTION for details.
- ②
- 4" thick fiber-mesh concrete slab over a min. 6" compacted fill.
- ③
- 12" wide by 8" thick concrete footing with (2) #4 bar cont. horizontal Pour over compacted earth.
- ④
- Min. 18"W x 18"W x 10" Deep Post Pad W/ 4 # 4 bar each way.

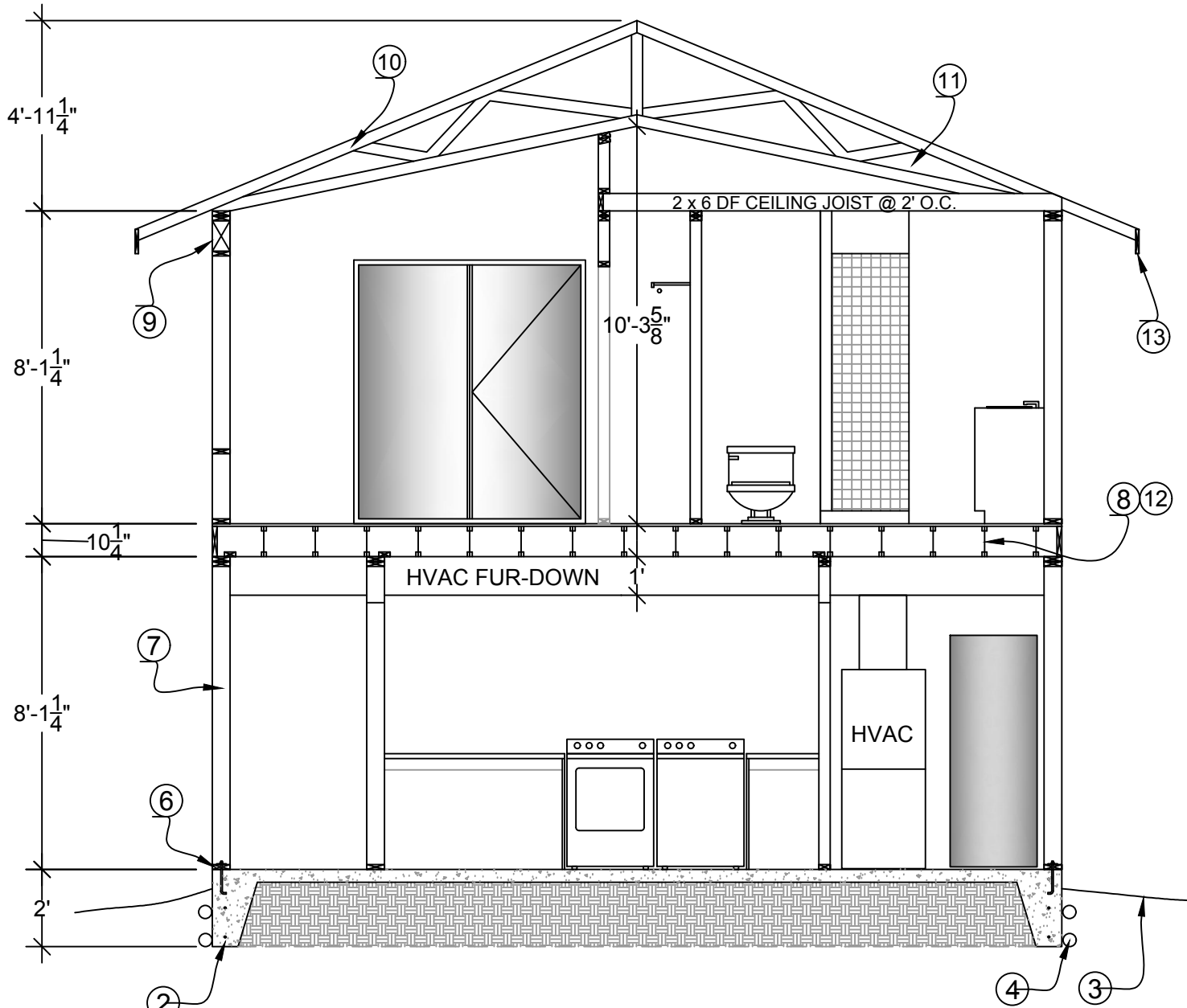


FOUNDATION PLAN

1/4" = 1'-0"

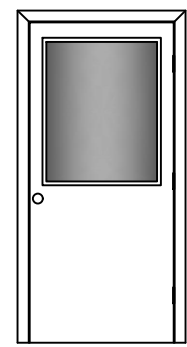
BUILDING SECTION NOTES

- ①
- See Foundation, Floor Framing, Wall Framing, Roof Framing and Elevation Plans for additional requirements.
- ②
- MONO-POUR 24" tall concrete slab with # 4 bar @ 18" O.C. vertical and # 4 bar @ 18" O.C. horizontal unless noted otherwise.(U.N.O.) Provide 1/2" x 10" anchor bolts @ 48" O.C., and no more than 12" from ends of plates U.N.O. See TYPICAL WALL SECTION for details.
- ③
- Backfill to provide natural drainage away from structure.
- ④
- 4" perfor. footing drain continuous @ perimeter. Provide a 4" tight line roof drain. System to drain to an approved location.
- ⑤
- Continuous 12" wide by 6" thick grade beam w/ (2) # 4 bar
- ⑥
- 2X PT sill, bolted to foundation wall (See TYPICAL WALL SECTION for details)
- ⑦
- 2 x 6 exterior stud wall framing spaced at 16" on center. Provide (2) top plates with splices a min of 48" apart. Provide 7/16" OSB sheathing at perimeter walls. Provide R-21 insulation at perimeter walls.
- ⑧
- 9 1/2" deep BCI floor joist or approved equal spaced at 16" on center with 3/4" thick T&G plywood sub-floor. See Floor Framing Plan for details.
- ⑨
- 6 x 8 DF#2 headers at bearing walls unless noted otherwise. See FLOOR & ROOF FRAMING PLANS for header size.
- ⑩
- Prefabricated, engineered 2X metal plate connected wood roof scissor trusses. Spaced at 24" on center and connected to wall framing with Simpson H-1 framing anchors. See ROOF FRAMING PLAN for additional information. Provide 7/16" thick OSB sheathing.
- ⑪
- R-49 loose fill blown insulation. Maintain 1" min. ventilation space and provide PVA paint or polyethylene sheet vapor retarder at interior side.
- ⑫
- Provide R-30 insulation @ under-floor area Attach w/ twin to under side of I-joist.
- ⑬
- 5/4 x 8 primed spruce fascia, typical

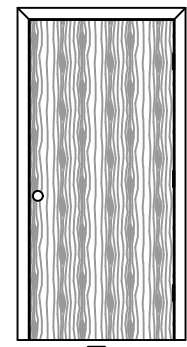


BUILDING SECTION A-A

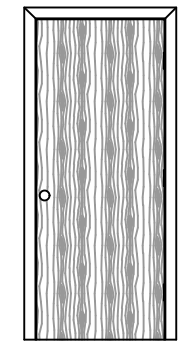
1/4" = 1'-0" ①



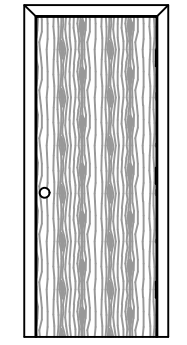
3-0 x 6-8 x 1 1/2 FG SC



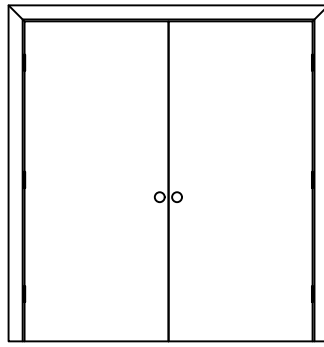
3-0 x 6-8 x 1 3/8 HC



2-8 x 6-8 x 1 3/8 HC



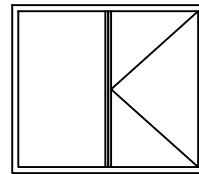
2-6 x 6-8 x 1 3/8 HC



DBL. 3-0 x 6-8 x 1 1/2 FG SC
BRONZE ADJ. SILL

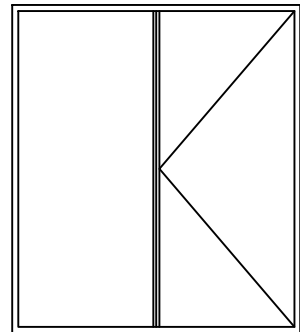
Door Schedule

4-0 x 3-6 XO

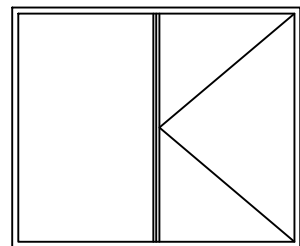


Window Schedule

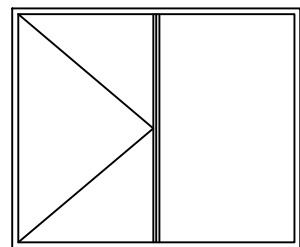
6-0 x 6-10 SGD
XO



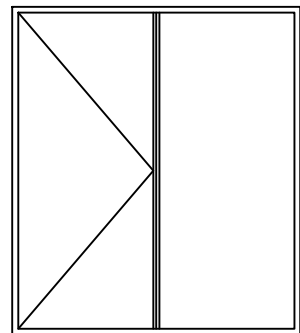
6-0 x 5-0 XO



6-0 x 5-0 OX



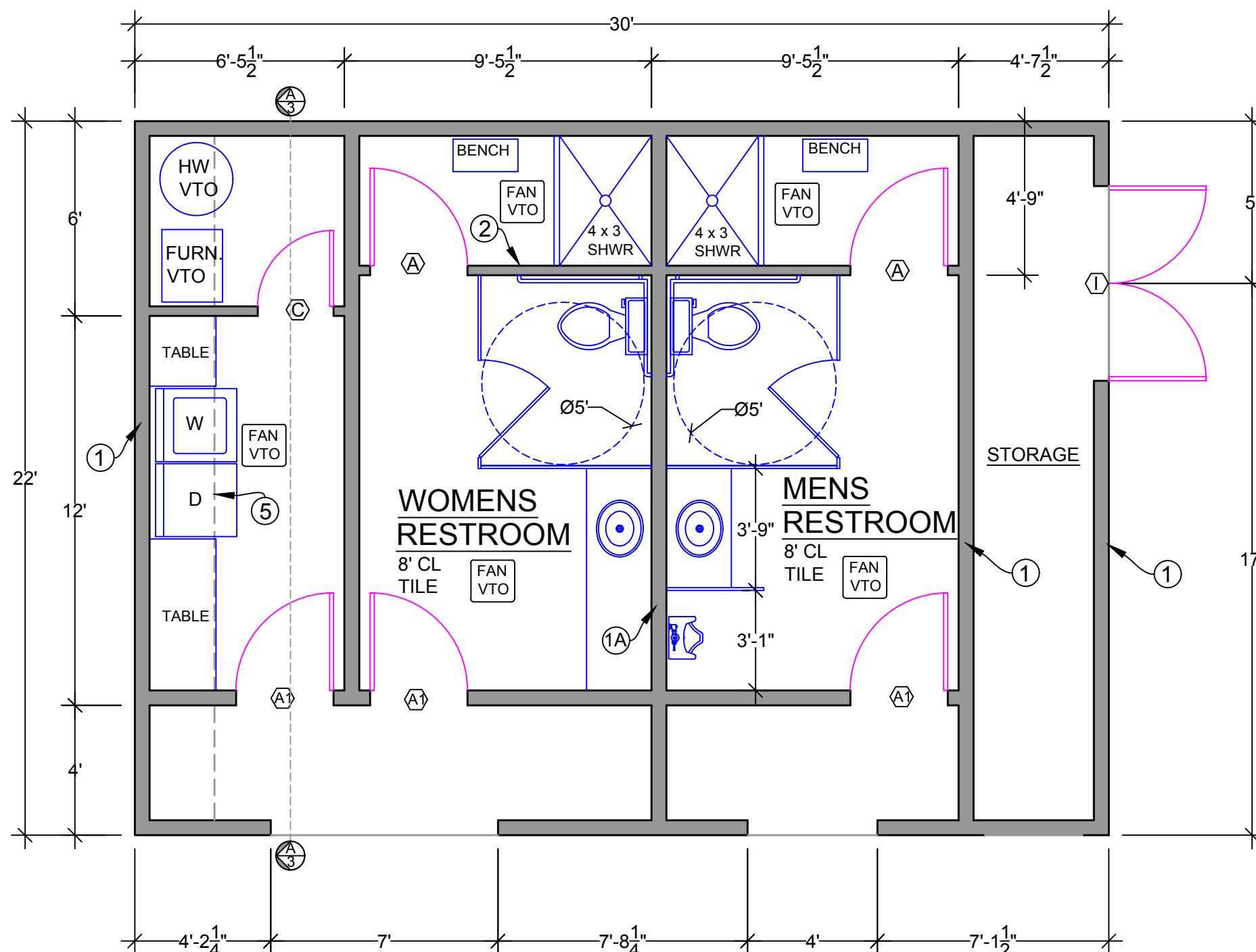
6-0 x 6-10 SGD
OX



WALL FRAMING NOTES

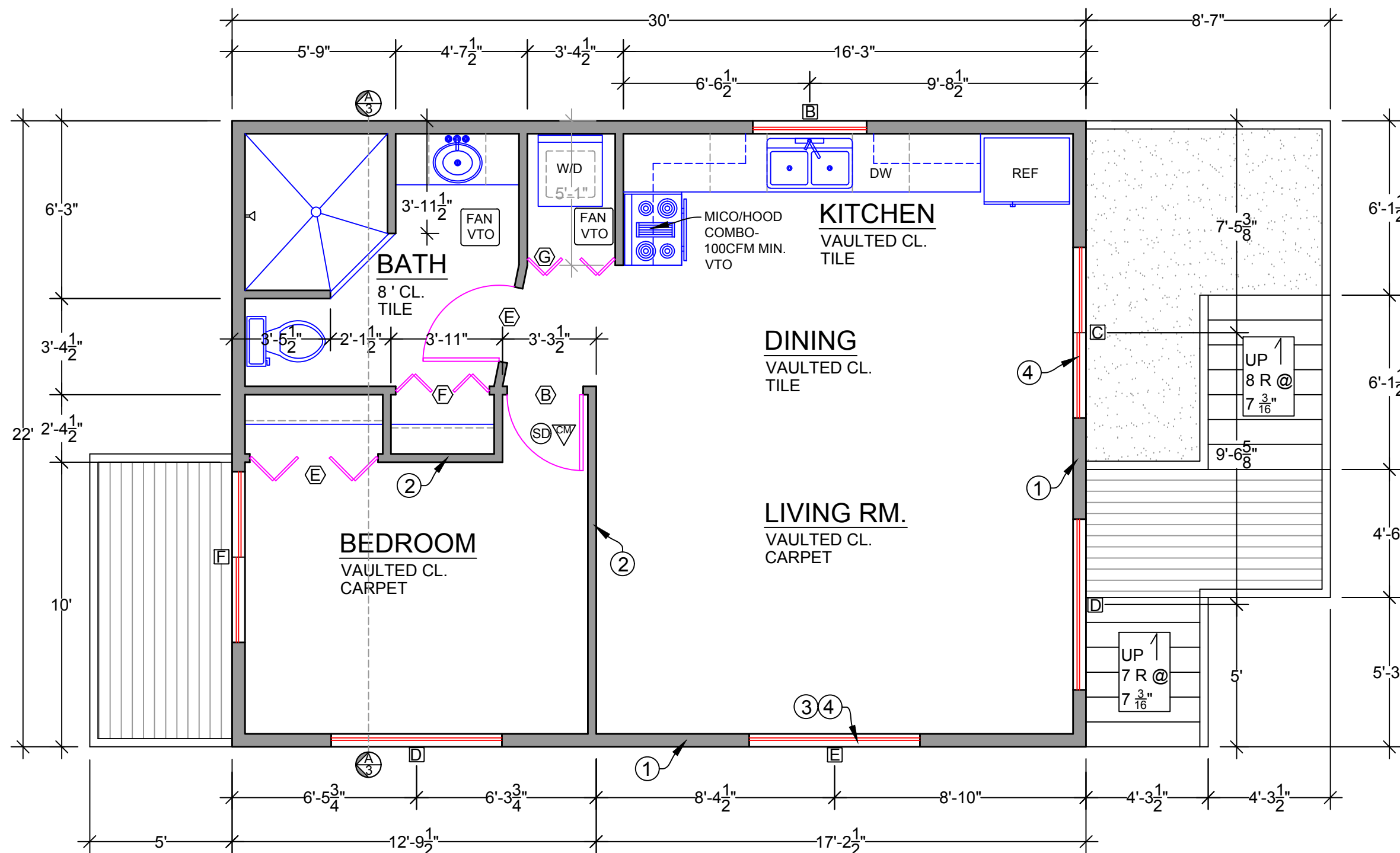
- 2x6 Ext. wall framing spaced at 16" on center
Provide (1) btm. plate and (2) top plate, plate slices no less than 4'.
Provide 7/16" thick OSB sheathing on perimeter bearing walls.
Provide R- 21 insulation. Typical U. N. O.
- 2x6 Int. stud wall. Space studs at 16" on center.
- 2x4 Int. stud wall. Typical at Int. unless noted otherwise.
Space studs at 16" on center.
- 6x 8 DF #2 headers. Typical unless noted otherwise.
See FLOOR & ROOF FRAMING PLANS for header size's.
- All windows and doors with glass to be
Low-E glazing per 2006 WSEC.
- 24"W x 12"D Fur-down for HVAC runs.

FAN
VTO = Min. 90CFM Exhaust Fan
Vent to outside of structure
SD = Smoke Detector
CO = Carbon Monoxide Detector



LOWER FLOOR WALL FRAMING

1/4" = 1'-0"
660 SF



UPPER FLOOR WALL FRAMING

1/4" = 1'-0"
660 SF

DATE	BY	APP	REVISIONS
07-06-16	JWC	JWC	DESIGNED
	JWC	JWC	DRAWN
	JWC	JWC	CHECKED
	JWC	JWC	BY

DESIGNED	JWC
DRAWN	JWC
CHECKED	JWC
BY	JWC

DATE	07-06-16
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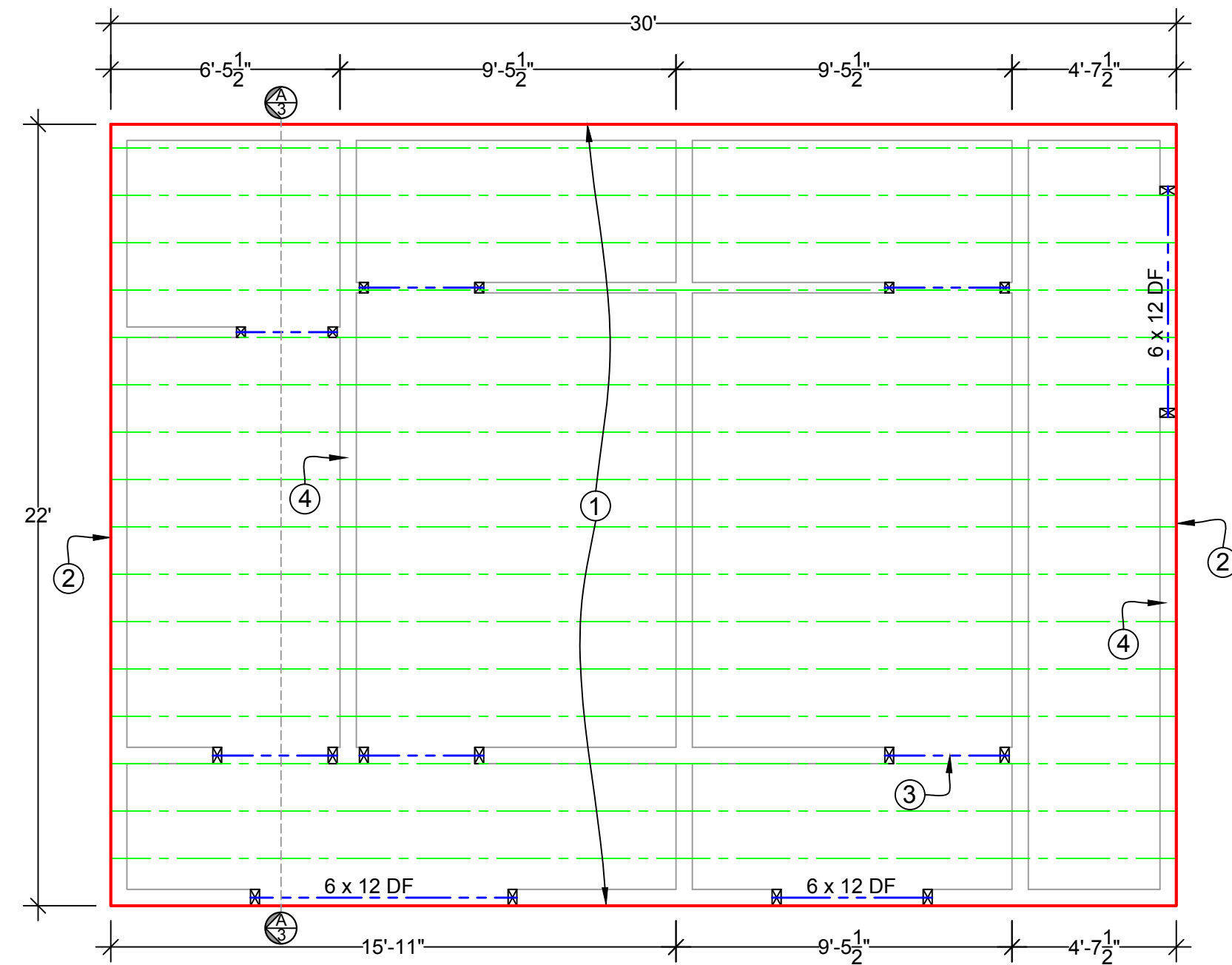
ENGINEERING	CONSULTING GROUP, PLLC
RESIDENTIAL HOME DESIGN	CIVIL/STRUCTURAL PLANNING
2011 Commercial Ave., Suite C, Anacortes, WA 98221	Office: 360-293-9006 Fax: 360-293-4051

LOWER FLOOR FRAMING PLAN
UPPER FLOOR FRAMING PLAN

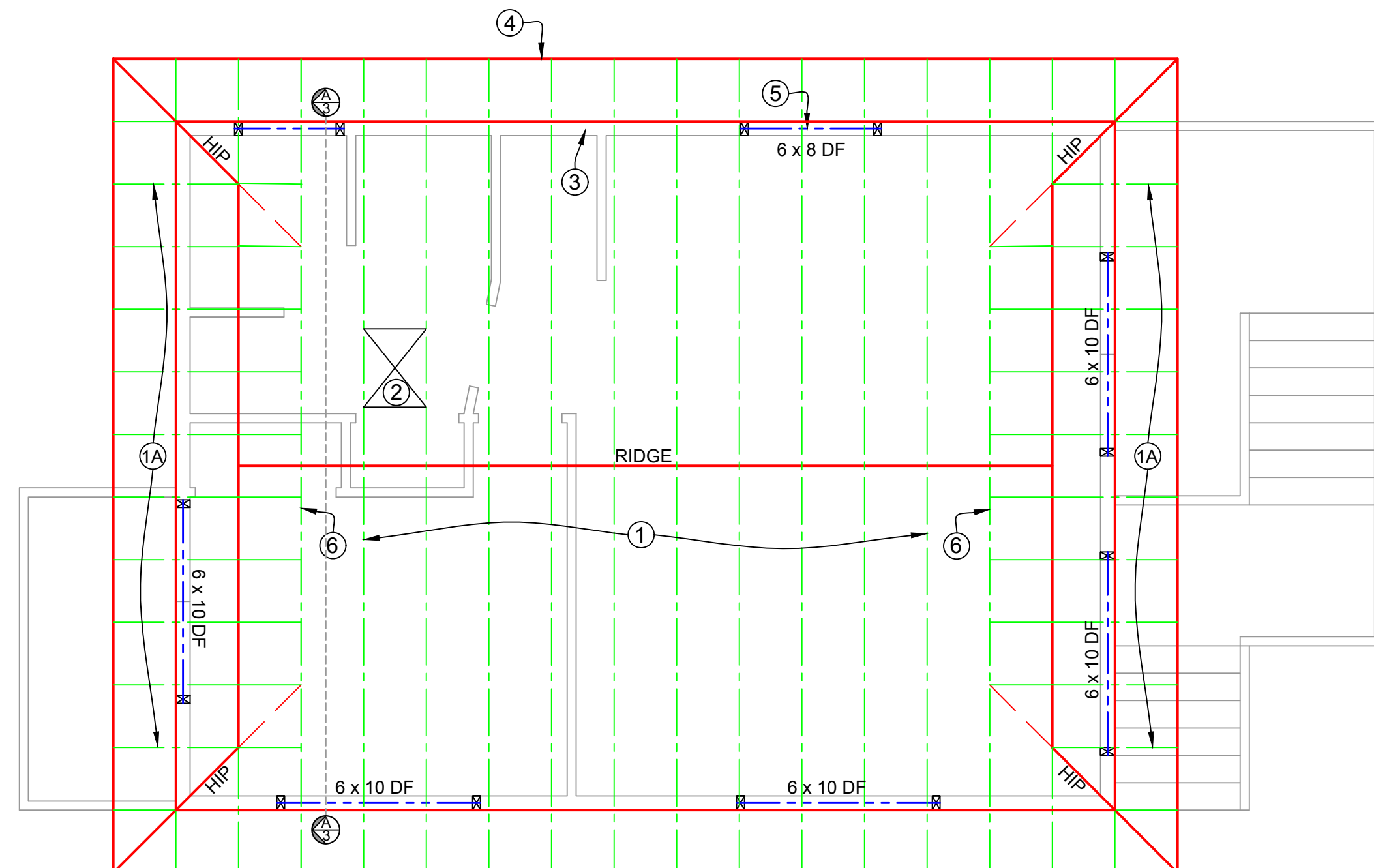
Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

JOB NO.	15-076
SHEET	7 OF 9

- ① 9 1/2" deep BCI 5000 1.7 or equal spaced at 16" on center with 3/4" T&G plywood sub-floor material.
Provide fillers, web stiffeners, blocking panels and backer blocks recommended by the manufacturer.
- ② 9 1/2" x 1 1/4" Versa-strand or equal rim joist. Typical at Rim
- ③ 6 x 8 DF beam w/ 3" min. bearing each side U.N.O.
- ④ Wall framing below, see Wall Framing Plan / Typical Wall Section for additional details


$$1/4'' = 1'-0''$$

- ① 5:12 / 2.5:12 prefabricated 2X wood scissor trusses spaced at 24" on center.
Provide 7/16" thick OSB sheathing.
Connect to wall framing with Simpson H-1 framing anchor's.
- ①A 5:12 - prefabricated 2X wood roof trusses spaced at 24" on center.
Provide 7/16" thick OSB sheathing.
Connect to wall framing with Simpson H-1 framing anchor's.
- ② 22" x 30" min. attic access where possible.
Provide a min. of 36" head room above ceiling.
- ③ 2 x 6 bearing wall, studs spaced at 16" on center.
Provide 7/16" OSB sheathing at perimeter bearing walls.
- ④ 5/4" x 8" fascia board. (typical)
- ⑤ All load bearing headers to be
6 x 8 DF, unless noted otherwise.
- ⑥ 5:12 Gable end truss designed for additional loading



1/4" = 1'-0"

[illegible]

DATE	07-06-16
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 **S&S SCHEMMER**
ENGINEERING
CONSULTING GROUP, PLLC
CIVIL-STRUCTURAL-PLANNING
RESIDENTIAL HOME DESIGN
3014 Commercial Ave., Suite C, Anacortes, WA 98221
office: 360-293-9006 fax: 360-293-4051

FLOOR FRAMING PLAN
ROOF FRAMING PLAN

Apartment / Restroom
Bayside Moorage Condominiums
Harold Mousel
Skyline Marina, Dock BB
Anacortes, WA 98221

JOB NO. 15-076

SHEET

8 OF 9

EXHIBIT #07:

SITE PHOTOS



SDP-2016-1003, HAROLD MOUSEL
SHORELINE PERMIT & CUP:

October 18, 2016



The proposed two-story building would be in the background of this photo near the tractor in the distance located on the right. Looking west approximately.

Project site where
two-story building
would be located
at. Currently
landscaped.
Looking north.





Existing concrete bulkhead,
shotcrete, and rip rap below.
Paved & fenced parking lot above.





Existing concrete bulkhead, shotcrete, and rip rap below. Paved & fenced parking lot above.





Looking east. Condominium complex is on the right





Existing garbage dumpster and portable toilet located onsite. The portable toilet will be removed and replaced by the two-story building with a restroom & showers located on the 1st story.



EXHIBIT #08:

INADVERTENT DISCOVERY PLAN



DRAYTON ARCHAEOLOGY

September 23, 2016

John Hoxeng, P.L.S.
Schemmer Consulting Group PLLC
301 30th St, Ste. C
Anacortes, WA 98221

Representing: Mousel Investments

RE: Inadvertent Discovery Plan for the Mousel Investments, Skyline Way Multi-Use Marina Building Project, Anacortes Washington.

City of Anacortes Permit#: SDP-2016-1003, Mousel SSDP & CUP

Dear Mr. Hoxeng,

At your request, Drayton Archaeology (DA) offers the following plan for the above noted project. The applicant is proposing to construct a 22' x 30' two story building. The purpose of this building is to provide restroom, shower and laundry facilities to the users of the private marina located on the property in Anacortes, Washington. The second story of the building will contain a one bedroom apartment. The plan offered here is expected to be attached to any construction documents and the outlined steps be followed during construction.

If you find that we may be of any further assistance to this matter, I can be reached by telephone at 360.739.3921 or by email at garth@draytonarchaeology.com. The individuals listed below will receive a copy of this document via email from me. However, you should insure that the City of Anacortes has the document and that it has been reviewed by all parties.

Regards,

Garth L. Baldwin, MA, RPA
Principal Drayton Archaeology

Cc: Kevin Cricchio, Associate Planner, City of Anacortes
Gretchen Kaehler, Assistant State Archaeologist, DAHP
Jackie Ferry, Samish Nation THPO
Josephine Peters, Swinomish Indian Tribal Community, Cultural Resources Officer

Inadvertent Discovery Plan for the Mousel Investments, Skyline Way Multi-Use Marina Building Project, Anacortes Washington.

INTRODUCTION

The following inadvertent discovery and treatment plan (IDP) is being developed for John Hoxeng, representing the project proponent, Mousel Investments. The proposed work is subject to a City of Anacortes, State Environmental Policy Act (SEPA) review. SEPA requires that, among other things, impacts to cultural resources be considered prior to permit approval and issuance. Under SEPA, the Washington State Department of Archaeology and Historic Preservation (DAHP) is the consulting agency with the technical expertise and oversight regarding cultural resources. DAHP provides formal recommendations and review for all projects within the state having cultural, historical, and/or archaeological concerns.

The IDP outlines the recommended cultural resource oversight measures to ensure all ground disturbance is in compliance with state cultural resource laws which protect archaeological resources on public and private lands. The plan describes the steps and actions that must be taken in the event of an inadvertent discovery of any cultural resources, including human remains, during ground-disturbing activities. Below is a brief description of the project and its location, the potential for encountering artifacts or cultural deposits, the procedures to be employed and who will be notified if archaeological materials, deposits, or human skeletal remains are encountered during ground-disturbance.

PROJECT DESCRIPTION AND LOCATION

The project area is located in Anacortes, Skagit County, Washington in Section 27 of Township 35 North, Range 01 East (Figures 1 - 2). The proposed work is located along Skyline Way on the manufactured Flounder Bay spit. Prior to development the spit was open on the opposite end, following the natural off-shore flow of water current and the sediment accretion pattern. The current spit is very different from the native landform. As illustrated in Figure 3, the estimated location of the proposed structure prior to development would have been over open water.

The applicant is proposing to construct a 22' x 30' two story building at the site (Figure 4). The purpose of this building is to provide restroom, shower and laundry facilities to the users of the private marina located on the property. The second story of the building will contain a one bedroom apartment. Figure 4 is a copy of the proposed foundation design showing foundation walls of two-feet, of that no less than 18 inches will be subsurface excavation for the monopour stem walls. No buildings or structures will be affected during construction of this project nor will any displacements occur.

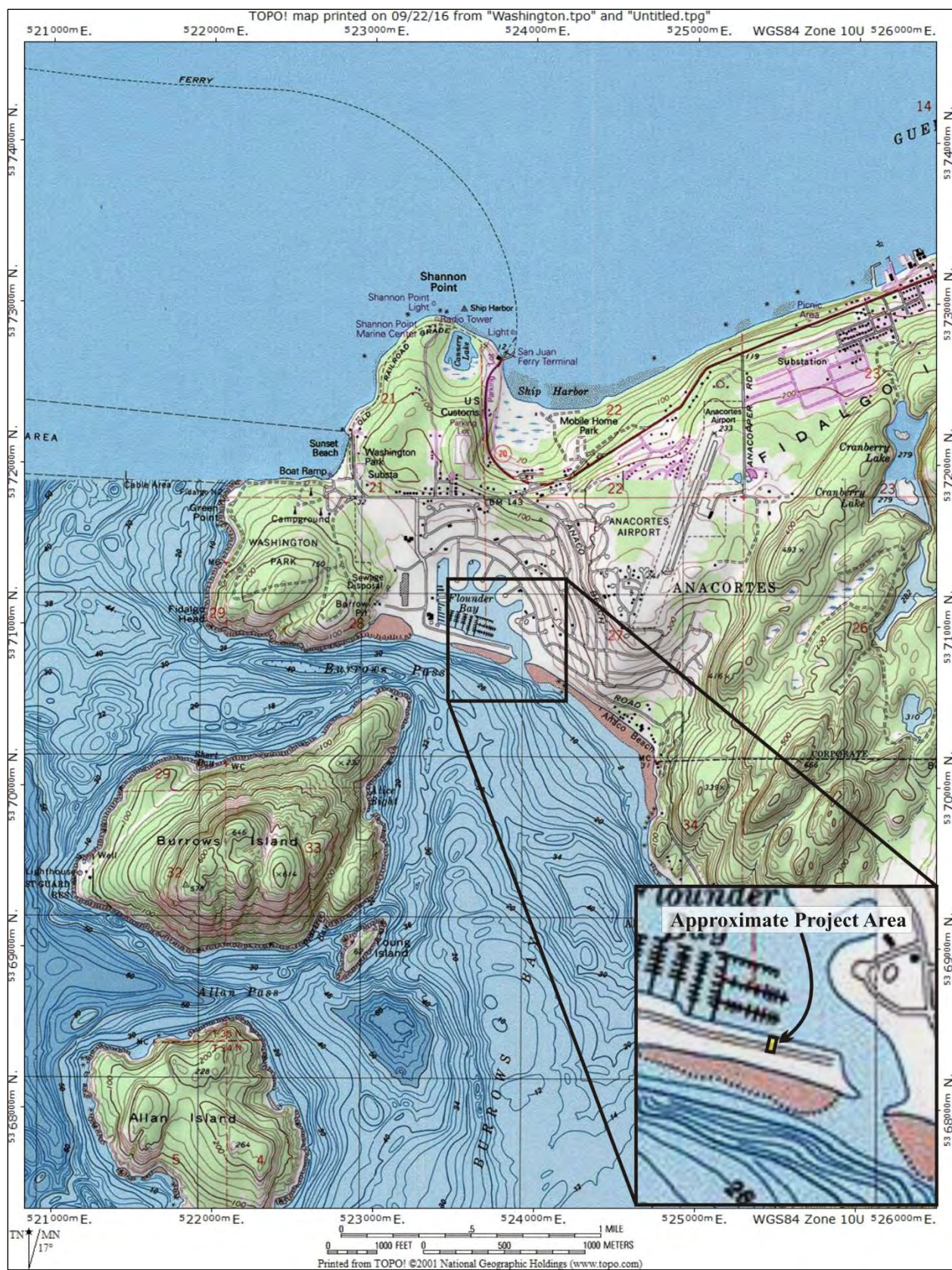




Figure 2. An aerial image with project area.



Figure 3. A GLO overlay of a modern aerial image with the project location estimated.



Figure 4. A smaller scale overlay illustrating the approximate location of the proposed building (from Figure 3).

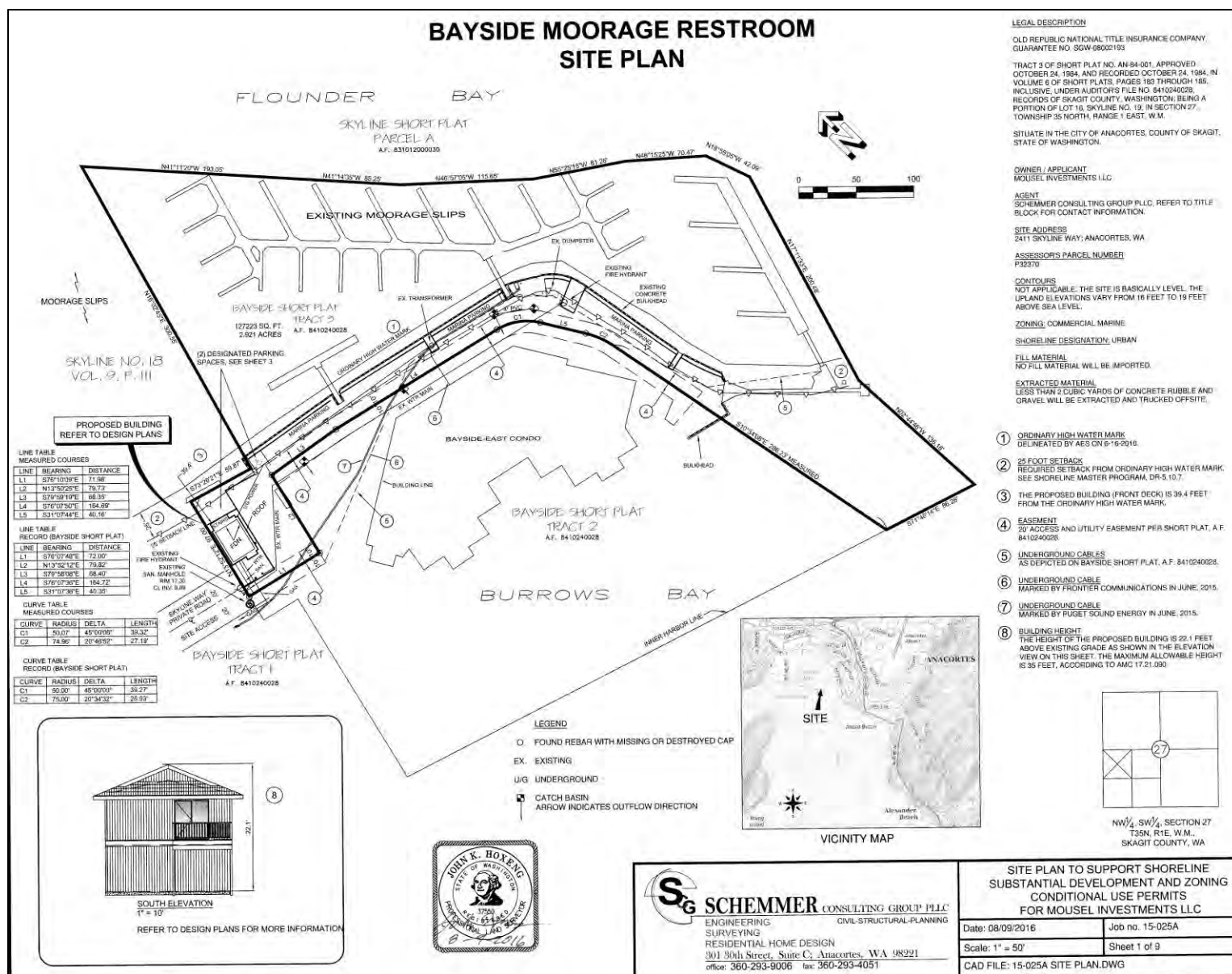


Figure 5. Sheet 1 of the plan set for the project showing the proposed building location.

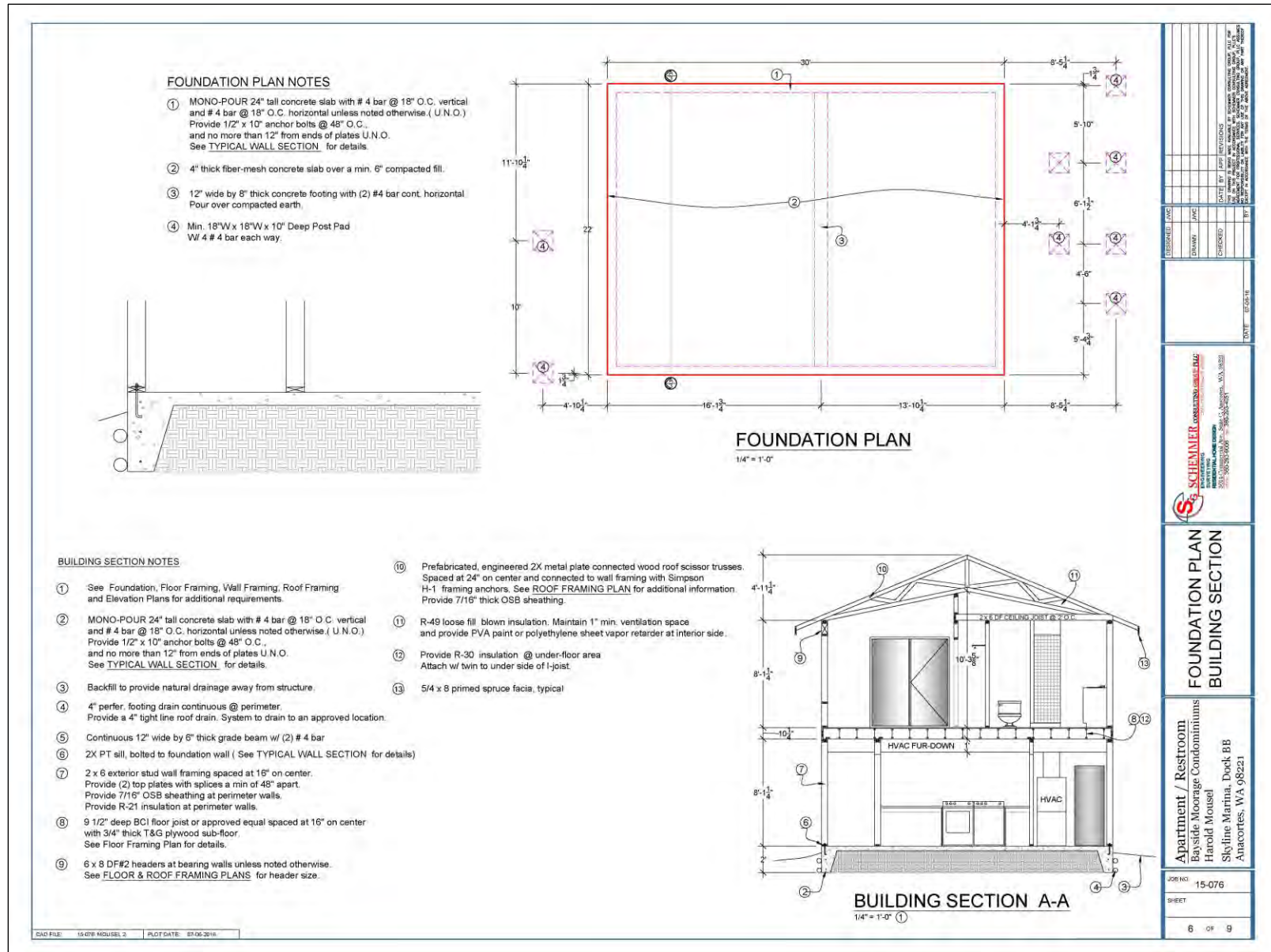


Figure 6. The foundation detail plan sheet for the proposed building.

INADVERTENT DISCOVERY PLAN // TREATMENT OF ARCHAEOLOGICAL RESOURCES

Due to a marked concern for protection of heretofore unidentified cultural deposits and/or items during construction the actions herein will be adhered to during construction.

Note: any archaeological deposit located during the course of the project should not be disturbed or altered without the explicit direction of the DAHP and a professional archaeologist.

Provisions and methodology for the treatment of cultural resources during construction of the Cultural / Archaeological Resource Procedures are as follows:

If the Proponent, any stakeholder, a contractor or a subcontractor believes that s/he has uncovered any cultural deposits at any point during property development, all work adjacent to that discovery shall cease and the Proponent (or their appointee) should be notified immediately. The Proponent (or appointee) will contact the City and will also contact an archaeologist who can address any find. A professional archaeologist can facilitate any further discussion of how to proceed should intact or significant cultural materials or deposits be encountered. They can also advise the Proponent about immediately notifying the DAHP, Samish Indian Nation and Swinomish Tribe as soon as possible upon determining the nature and extent of the deposit(s) encountered. A cultural resource discovery could be precontact or historic and could consist of, but not be limited to:

- strata or facies of shell or other anthropogenic soil horizons,
- areas of charcoal or charcoal-stained soil and stones,
- stone tools or waste flakes (i.e. an arrowhead, or stone chips),
- bones, burned rocks, or food-related materials in association with stone tools or flakes,
- Bricks, tar paper, or other construction debris,
- Concentrations of cans or bottles, logging or agricultural equipment older than 50 years of age.

In order to protect the integrity of a discovery, appropriate steps to protect the discovery site will be taken. All work will cease in an area adequate to provide for the total security, protection, and integrity of the resource. All work must cease until consultation between the Proponent and all interested parties can be conducted. Vehicles, equipment, and unauthorized personnel will not be permitted to traverse the discovery site, access deposits or collect any items associated with the suspected find. Work in the immediate area will not resume until treatment of the discovery has been completed following provisions for treating archaeological or cultural material as directed by the Proponent.

A permit from DAHP pursuant to RCW 27.53 would be required for any removal or disturbance of archaeological materials.

The following guidelines must be adhered to regarding a discovery or cultural materials:

- a) All material encountered will be treated with respect. Notifications of unanticipated discovery will be conducted by the archaeologist beginning with the Proponent. At their direction archaeologists with the DAHP will be notified. The Proponent will also lead all formal consultation with tribal agencies or local groups that are a party to the consultation process.

- b) Theft of any items (e.g. artifacts, bones, bottles, etc.) could constitute a Class C felony under RCW 27.53 and/or 27.44.
- c) Construction will be halted within the immediate area of the discovery and the scene will be protected until consultation to determine an appropriate course of action. A monitor may be brought in to allow work to continue in areas away from cultural resource finds. Work may continue to the extent that no additional impacts to resources can take place. Construction may continue at the discovery location only after the process outlined by the DAHP is followed and all parties are satisfied those adequate measures to secure or salvage the archaeological data have been made.
- d) Routine documentation of cultural material not threatened by project work should not impact construction schedules. Where complex or extensive cultural remains are encountered, the Proponent and archaeological personnel will determine the appropriate level of documentation and treatment of the resource after consultation with the Proponent. It is understood that impacts to or the removal of any archaeological materials, human burials or interment features is prohibited until authorized by the Proponent.
- e) The archaeologist retained will ensure the proper documentation and assessment of any encountered cultural resources with input from the Proponent and all interested parties. All precontact and historic cultural material discovered during monitoring would be recorded by an archaeologist. Site overviews, features, and artifacts will be photographed; stratigraphic profiles and soil/sediment descriptions will be prepared from subsurface exposures. Discovery locations will be documented on scaled site plans and site location maps.

PROCEDURES FOR THE DISCOVERY OF HUMAN SKELETAL MATERIAL

Any human skeletal remains regardless of ethnic origin, which may be discovered during this project, will at all times be treated with dignity and respect. In the event any human remains are discovered the Anacortes Police Department should be notified immediately to determine whether the remains are forensic (modern) or non-forensic (archaeological). Work must cease until all parties are afforded the opportunity to comment and consult with Dr. Tasa at DAHP. If human skeletal remains and/or funerary items are encountered all treatment will follow mandates of the Revised Codes of Washington (RCW) Chapter 27.44; 68.50; 68.60 and the procedures outlined below.

The removal of human remains will be avoided by all means necessary. Regardless, in the event that human remains are encountered the following procedures will take place in accordance with the Revised Codes of Washington (RCW) Chapter 27.44.055, 68.50.645, and 68.60.055:

DAHP, “Guidelines for the Discovery of Human Remains”:

1. All persons who know of the existence and location of human remains must, by law, **notify the county coroner and local law enforcement**. This must be done in the most expeditious manner possible (RCW 27.44; 68.50; 68.60).

2. Any person engaging in ground disturbing activity that encounters skeletal human remains must cease all activity which may cause further disturbance to the remains, make a reasonable effort to protect the area from further disturbance, report the presence and location of those remains to the coroner and local law enforcement. (RCW 27.44; 68.50; 68.60).
3. The county coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic (RCW 27.44; 68.50; 68.60).
4. If the county coroner determines the remains are non-forensic (not a crime scene), then the Department of Archaeology and Historic Preservation will take jurisdiction over the remains (RCW 27.44; 68.50; 68.60).
5. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to the affected parties. (RCW 27.44, 68.50; 68.60).
6. The DAHP, in concert with the Proponent will handle all consultation with the affected parties as to the future preservation, excavation, and/or disposition of the remains.
7. The Proponent and DAHP will manage all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains along with the affected Tribe(s).

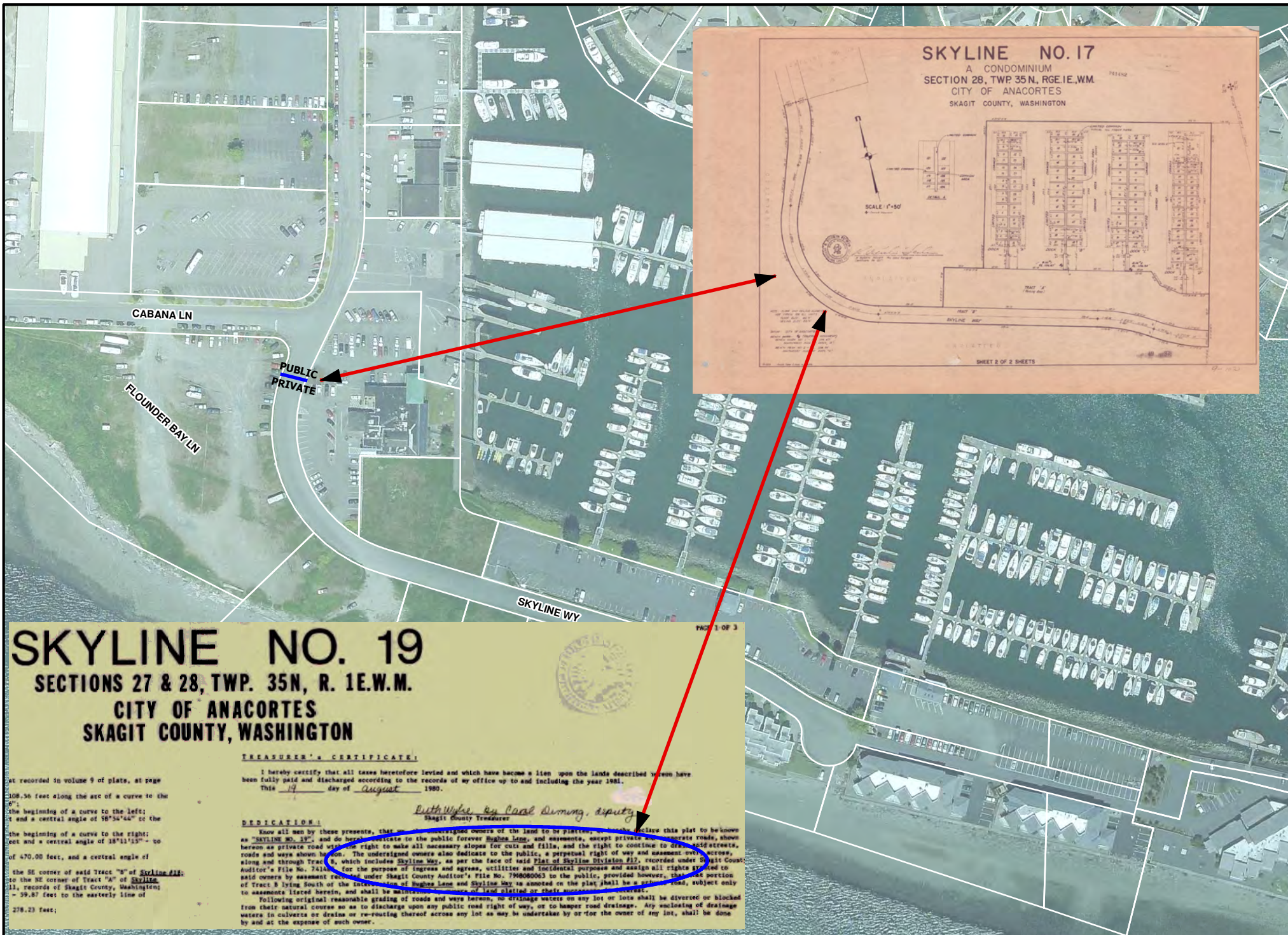
CONTACT LIST

The primary contacts of each party under this agreement are as identified below:

- John Hoxeng, Schemmer Consulting Group (Agent for Proponent), PH (360) 293-9006
- Anacortes Police Department (Do Not Use 911 or you will also notify the media) Phone Dispatch: PH (360) 293-4684
- Dr. Guy Tasa, State Physical Anthropologist (He will contact the coroner and tribes in the event human remains are located). Email: guy.tasa@dahp.wa.gov, Office: (360) 586-3534, Cell: (360) 790-1633
- Gretchen Kaehler, Washington Department of Archaeology and Historic Preservation, PH (360) 586-3088)
- Jackie Ferry, Samish Indian Nation, PH (360) 293-6404
- Josephine Peters, Swinomish Tribe, PH (360) 466-7352
- Garth Baldwin, Drayton Archaeology, PH (360) 739-3921

EXHIBIT #09:

SKYLINE DIVISION #19,
SKYLINE WAY –PRIVATE /PUBLIC



SKYLINE NO. 19

SECTIONS 27 & 28, TWP. 35N, R. 1E.W.M.

CITY OF ANACORTES
SKAGIT COUNTY, WASHINGTON

TREASURER'S CERTIFICATE:

I hereby certify that all taxes heretofore levied and which have become a lien upon the lands described herein have been fully paid and discharged according to the records of my office up to and including the year 1981.
This 19 day of August 1980.

DEDICATION:

Know all men by these presents, that the undersigned owners of the land to be platted, do hereby declare this plat to be known as "SKYLINE NO. 19", and do hereby dedicate to the public forever Hughes Lane, and easements, except private and separate roads, shown herein as private road with the right to make all necessary slopes for cuts and fills, and the right to continue to drain, said streets, roads and ways shown herein. The undersigned owners also dedicate to the public, a perpetual right of way and easement over, across, along and through Tract B, which includes Skyline Way, as per the face of said Plat of Skyline Division #12, recorded under Skagit County Auditor's File No. 7414, for the purpose of ingress and egress, utilities and incidental purposes and assign all rights granted to said owners by easement recorded under Skagit County Auditor's File No. 7948080063 to the public, provided however, that that portion of Tract B lying South of the intersection of Hughes Lane and Skyline Way as depicted on the plat shall be a private road, subject only to easements listed herein, and shall be maintained at the expense of the land platted or their successors in interest.

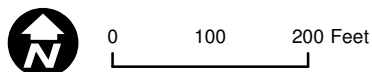
Following original reasonable grading of roads and ways herein, no drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public road right of way, or to hamper road drainage. Any enclosing of drainage waters in culverts or drains or re-routing thereof across any lot so may be undertaken by or for the owner of any lot, shall be done by and at the expense of such owner.

SKYLINE NO. 17

A CONDOMINIUM
SECTION 28, TWP 35 N, RGE 1 E, WM,
CITY OF ANACORTES
SKAGIT COUNTY, WASHINGTON

SCALE 1"=50'

SHEET 2 OF 2 SHEETS



"Skyline Way" - Private/Public

EXHIBIT #10:

BAYSIDE SHORT PLAT

OWNER'S DECLARATION:

KNOW ALL MEN BY THESE PRESENT THAT I, THE UNDERSIGNED OWNER, HEREBY DECLARE THIS SHORT SUBDIVISION OF "BAYSIDE SHORT PLAT" MADE WITH MY FREE CONSENT AND IN ACCORDANCE WITH MY WISH.

Harold W. Mousel
HAROLD W. MOUSEL
5809 SANDS WAY
ANACORTES, WA 98221
TELEPHONE: (206) 293-2771

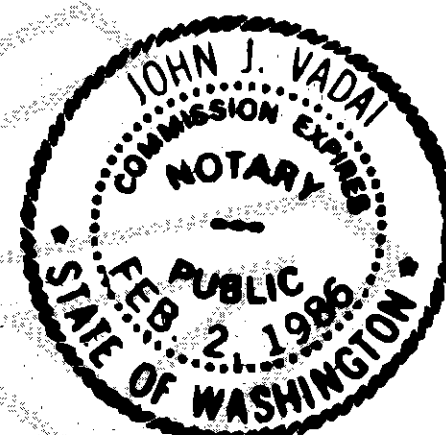
ACKNOWLEDGMENT:

STATE OF: WASHINGTON)
S.S.
COUNTY OF: SKAGIT)

ON THIS 24TH DAY OF OCTOBER, 1984, PERSONALLY APPEARED BEFORE ME, HAROLD W. MOUSEL, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

John J. Vadai
NOTARY PUBLIC IN AND FOR THE STATE OF: WASHINGTON
RESIDING AT: ANACORTES.

LENDER'S CONSENT:

LENDER'S, "INTERWEST SAVINGS BANK", A WASHINGTON STATE CORPORATION, HEREBY CONSENT TO THIS SHORT SUBDIVISION AND TO THE DEDICATION OF ALL EASEMENTS HEREIN GRANTED.

INTERWEST SAVINGS BANK
A WASHINGTON STATE CORPORATION

Frank Jeretzky
FRANK JERETZKY
ASSISTANT VICE PRESIDENT,
BRANCH MANAGER

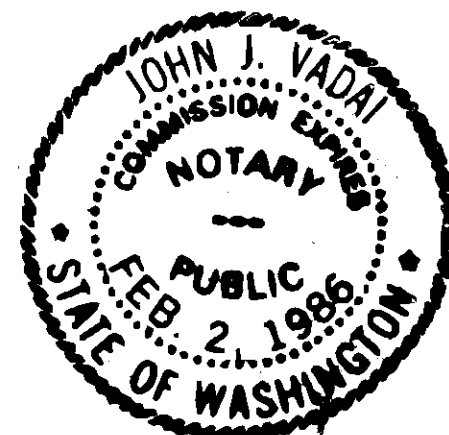
ACKNOWLEDGMENT:

STATE OF: WASHINGTON)
S.S.
COUNTY OF: SKAGIT)

THIS IS TO CERTIFY THAT, ON THIS 23RD DAY OF OCTOBER, 1984, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED: FRANK JERETZKY TO ME KNOWN TO BE THE ASSISTANT VICE PRESIDENT, BRANCH MANAGER, OF "INTERWEST SAVINGS BANK", A WASHINGTON CORPORATION, WHICH CORPORATION EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

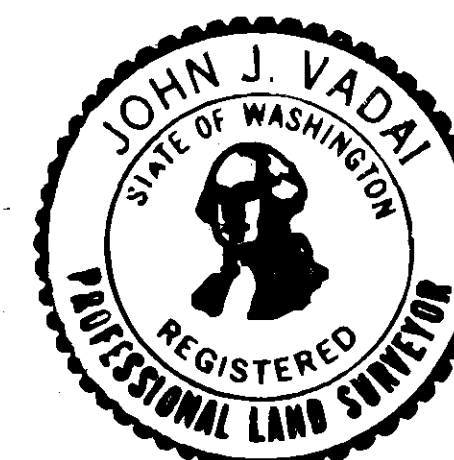
John J. Vadai
NOTARY PUBLIC IN AND FOR THE STATE OF: WASHINGTON
RESIDING AT: ANACORTES.

SURVEYOR'S CERTIFICATE:

I, JOHN J. VADAI, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SHORT SUBDIVISION IS BASED UPON AN ACTUAL SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE CITY OF ANACORTES SHORT SUBDIVISION ORDINANCE NO. 1805, AND THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON.

DATED IN ANACORTES, OCTOBER 8, 1984.

John J. Vadai
JOHN J. VADAI
CERTIFICATE NO. 9636

TREASURER'S CERTIFICATE:

I HEREBY 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 1984.

THIS 24 DAY OF October, 1984.

Ruth C. Kelly
TREASURER OF SKAGIT COUNTY

BY: DEPUTY TREASURER

CERTIFICATE OF TITLE:

RECORDED THIS 24 DAY OF October, 1984, UNDER AUDITOR'S FILE NO: 8410240028, VOLUME 579

OF OFFICIAL RECORDS, AT PAGE(S) 221-225 RECORDS OF SKAGIT COUNTY, WASHINGTON.

APPROVALS:

THE WITHIN AND FOREGOING SHORT PLAT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE CITY OF ANACORTES SHORT SUBDIVISION ORDINANCE NO. 1805, THIS 24TH DAY OF October, 1984.

Ian Munce
IAN MUNCE
PLANNING DIRECTOR

David M. Ford Jr.
DAVID FORD JR. P.E.
CITY ENGINEER

AUDITOR'S CERTIFICATE:

FILED FOR RECORD THIS 24 DAY OF Oct, 1984, AT 3:47 PM., IN BOOK 6 OF SHORT PLATS AT PAGE(S)

183, 184, 185 UNDER AUDITOR'S FILE NO: 8410240028, AT THE REQUEST OF JOHN J. VADAI.

Perry M. Fanning
SKAGIT COUNTY AUDITOR

James J. Granger
BY: DEPUTY AUDITOR

BAYSIDE SHORT PLAT
LOT 16, SKYLINE NO. 19 & PART OF SEC. 27, TWP. 35N, RG. 1E. W.M.
CITY OF ANACORTES, SKAGIT COUNTY, WA.



Phone: (206) 293-9591

PREPARED FOR: HAROLD W. MOUSEL 5809 SANDS WAY ANACORTES, WA 98221 TEL: (206) 293-2771		
SCALE: N/A	DRAWN BY: N/A	JOB NO: 1154-84
DATE: 10/8/84	APPROVED BY: <i>[Signature]</i>	DRAWING NO: - " -
DESCRIPTION: N/A		
JOHN J. VADAI & ASSOCIATES 2916 Commercial Ave., Anacortes, Wn.		MERIDIAN: N/A

8410240028

PAGE 2 OF 3

SHORT PLAT NO: AN-84-001

DATE:

FLOUNDER BAY

SKYLINE NO. 18

A MARINE CONDOMINIUM
(VOLUME 9 - PAGE 111)PARCEL "A" OF SKYLINE SHORT PLAT
PUBLIC WATERWAYS OF FLOUNDER BAY
(AN-83-004 - BOOK 6, PAGES 87-90)

TRACT 3

2.921 AC.
(RECORDED SURVEY
BOOK 3 AT PAGE 64)

TRACT 2

2.677 AC.

TRACT 1

2.089 AC.

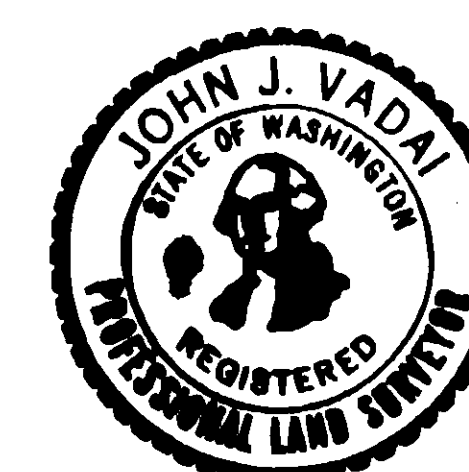
PROPOSED BAYSIDE-WEST
COMPLEX

BURROWS BAY

BAYSIDE SHORT PLAT

LOT 16, SKYLINE NO. 19 & PART OF SEC. 27, TWP. 35N, RG. 1E.W.M.

CITY OF ANACORTES, SKAGIT COUNTY, WA.



Phone: (206) 293-9591

PREPARED FOR: HAROLD W. MOUSEL
5809 SANDS WAY
ANACORTES, WA 98221 TEL: (206) 293-2771

SCALE: 1" = 50' DRAWN BY: J.V. JOB NO: 1154-84

DATE: 10/8/84 APPROVED BY: - DRAWING NO: -

DESCRIPTION: SEE ABOVE

JOHN J. VADAI & ASSOCIATES
2916 Commercial Ave., Anacortes, Wn.MERIDIAN:
PER SKYLINE PLATS

vol 6 SP. Pg 184

SHORT PLAT NO: AN-84-001
DATE:

LEGAL DESCRIPTION:

TOTAL PROPERTY (PER ISLAND TITLE COMPANY'S SHORT PLAT CERTIFICATE NO: SA-3326)

"PARCEL A

TRACT 16, SKYLINE NO. 19, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 19, RECORDS OF SKAGIT COUNTY, WASHINGTON.

PARCEL B

THOSE PORTIONS OF GOVERNMENT LOT 1 AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 1, EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A" SKYLINE NO. 18, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 110 AND 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE SOUTH 73°20'21" EAST ALONG THE SOUTHERLY LINE OF COMMON AREA OF SAID PLAT, 59.87 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;
THENCE SOUTH 79°50'06" EAST ALONG THE NORTHERLY LINE OF LOT 16, SKYLINE NO. 19, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 13 OF PLATS, PAGE 19-21, RECORDS OF SKAGIT COUNTY, WASHINGTON, 278.234 FEET;
THENCE SOUTH 49°22'37" EAST, 40.167 FEET;
THENCE SOUTH 12°49'49" EAST, 165.957 FEET;
THENCE SOUTH 43°55'15" EAST, 120.490 FEET;
THENCE NORTH 17°11'33" EAST, 200.482 FEET;
THENCE NORTH 18°55'05" WEST, 42.086 FEET;
THENCE NORTH 48°15'25" WEST, 70.466 FEET;
THENCE NORTH 55°25'15" WEST, 81.259 FEET;
THENCE NORTH 46°57'05" WEST, 115.652 FEET;
THENCE NORTH 41°14'35" WEST, 85.249 FEET;
THENCE NORTH 41°11'20" WEST, 193.048 FEET
THENCE SOUTH 16°02'45" WEST, 300.545 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL C

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES, AS GRANTED BY INSTRUMENT RECORDED JULY 31, 1981, UNDER AUDITOR'S FILE NO. 8107310041, OVER, UPON, UNDER AND ACROSS THE SOUTH HALF OF TRACT B, SKYLINE NO. 18, A CONDOMINIUM INTENDED FOR A MOORING BASIN AND MARINA USE ONLY, ACCORDING TO SURVEY MAP AND SET OF PLATS, RECORDED IN VOLUME 9 OF PLATS, PAGES 110 AND 111, RECORDS OF SKAGIT COUNTY, WASHINGTON, UNDER AUDITOR'S FILE NOS. 745028 AND 745029, RECORDS OF SKAGIT COUNTY, WASHINGTON; SAID SURVEY MAP SETTING FORTH AND DELINEATING A DESCRIPTION OF THE LAND AS PROVIDED IN RCW 64.32.090(1), AND ACCORDING TO CONDOMINIUM DECLARATION RECORDED OCTOBER 26, 1970, UNDER AUDITOR'S FILE NO. 745027, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON."

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, ETC., AS SHOWN AND OF RECORDS.

TRACT 1

BEGINNING AT THE SE CORNER OF TRACT B, OF SKYLINE NO. 18, ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, AT PAGE 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE: S13°52'12"W - 14.00 FEET;
THENCE: S76°07'48"E - 35.00 FEET;
THENCE: S13°52'12"W - 181.84 FEET;
THENCE: N71°46'14"W - 529.388 FEET;
THENCE: N16°28'35"E - 115.28 FEET TO THE BEGINNING OF A CURVATURE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET;
THENCE: NORTHERLY - 47.00 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 59°50'53";
THENCE: N16°02'45"E - 5.00 FEET TO THE BEGINNING OF A CURVATURE TO THE LEFT, HAVING A RADIUS OF: 470.00 FEET;
THENCE: EASTERLY - 28.22 FEET ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 03°26'22";
THENCE: S76°07'48"E - 432.80 FEET TO THE POINT OF BEGINNING, CONTAINING: 2.089 ACRES, MORE OR LESS.

TRACT 2

BEGINNING AT THE SE CORNER OF TRACT B, OF SKYLINE NO. 18, ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, AT PAGE 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE: N13°52'12"E - 10.00 FEET;
THENCE: S76°07'48"E - 72.00 FEET;
THENCE: N13°52'12"E - 79.82 FEET;
THENCE: S79°58'08"E - 68.40 FEET;
THENCE: S76°07'36"E - 164.72 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET;
THENCE: EASTERLY - 39.27 FEET ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF 45°0'0";
THENCE: S31°07'36"E - 40.35 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET;
THENCE: SOUTHERLY - 26.93 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 20°34'32";
THENCE: S10°33'04"E - 286.28 FEET;
THENCE: N71°46'14"W - 468.816 FEET;
THENCE: N13°52'12"E - 181.84 FEET;
THENCE: N76°07'48"W - 35.00 FEET;
THENCE: N13°52'12"E - 14.00 TO THE POINT OF BEGINNING, CONTAINING: 2.677 ACRES, MORE OR LESS.

TRACT 3

COMMENCING AT THE SE CORNER OF TRACT B, OF SKYLINE NO. 18, ACCORDING TO THE PLAT RECORDED IN VOLUME 9 OF PLATS, AT PAGE 111, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE: N13°52'12"E - 10.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE: CONTINUING N13°52'12"E - 97.00 FEET;

THENCE: S73°20'21"E - 59.87 FEET;
THENCE: N16°02'45"E - 300.545 FEET;
THENCE: S41°11'20"E - 193.048 FEET;
THENCE: S41°14'35"E - 85.249 FEET;
THENCE: S46°57'05"E - 115.652 FEET;
THENCE: S55°25'15"E - 81.259 FEET;
THENCE: S48°15'25"E - 70.466 FEET;
THENCE: S18°55'05"E - 42.086 FEET;
THENCE: S17°11'33"W - 200.482 FEET;
THENCE: S02°44'46"E - 135.18 FEET;
THENCE: N71°46'14"W - 86.28 FEET;
THENCE: N10°33'04"W - 286.28 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET;
THENCE: NORTHERLY - 26.93 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 20°34'32";
THENCE: N31°07'36"W - 40.35 FEET TO THE BEGINNING OF A TANGENT CURVATURE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET;
THENCE: WESTERLY - 39.27 FEET, ALONG THE ARC OF SAID CURVATURE, HAVING A CENTRAL ANGLE OF: 45°0'0";
THENCE: N76°07'36"W - 164.72 FEET;
THENCE: N79°58'08"W - 68.40 FEET;
THENCE: S13°52'12"W - 79.82 FEET;
THENCE: N76°07'48"W - 72.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2.921 ACRES, MORE OR LESS.

REMARKS:

- 1) WATER SUPPLY: CITY OF ANACORTES - (WATER SYSTEM).
- 2) SEWAGE DISPOSAL: CITY OF ANACORTES - (SEWER SYSTEM).
- 3) EXISTING ZONING: COMMERCIAL MARINE (C.M.)
- 4) ALL OF THE ACCESSABLE DRYLAND LOT CORNERS, WILL BE MONUMENTED WITH REBARS AND CAPS IN PAVEMENT.
- 5) THE RESUBDIVISION OF THESE TRACTS, ALSO THE CONSTRUCTION OF BUILDINGS AND DRIVEWAYS ETC., ARE SUBJECT TO THE APPROVALS OF THE APPROPRIATE CITY OFFICIALS.
- 6) THE MAINTENANCE OF PRIVATE ROADS ARE THE RESPONSIBILITY OF THE TRACT OWNERS AND SHALL BE IN DIRECT RELATIONSHIP TO THE USAGE OF THE ROADS.
- 7) THE PREPARATION, AND SURVEY OF THIS SHORT SUBDIVISION IS BASED ON THE FOLLOWING SOURCES:

A) ISLAND TITLE COMPANY'S SHORT PLAT CERTIFICATE NO: SA-3326.
B) THE INFORMATION SHOWN ON THE APPLICABLE SKYLINE PLATS, AND SURVEY MAPS.
C) APPLICABLE STREET MONUMENTS, FOUND AT THE VICINITY OF SUBJECT PROJECT.

BAYSIDE SHORT PLAT

LOT 16, SKYLINE NO. 19 & PART OF SEC. 27, TWP. 35N, RG. 1E.W.M.

CITY OF ANACORTES, SKAGIT COUNTY, WA.



Phone: (206) 293-9591

PREPARED FOR: HAROLD W. MOUSEL 5809 SANDS WAY ANACORTES, WA 98221 TEL: (206) 293-2771		
SCALE: N/A	DRAWN BY: N/A	JOB NO: 1154-84
DATE: 10/8/84	APPROVED BY:	DRAWING NO: - "
DESCRIPTION: N/A		
JOHN J. VADAI & ASSOCIATES 2916 Commercial Ave., Anacortes, Wn.		MERIDIAN: N/A

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