



PLANNING COMMISSION

AGENDA

October 27, 2015

ROLL CALL: WASINGER _____ FREEMAN _____
PETERSON _____ SCHLECHT _____
PICCONE _____ PIERCE _____
WALKER-WYSE _____

1. **Approval of Minutes – September 22, 2015**
2. **Public Comment** – Planning Commission will accept public comment for items not otherwise on the agenda for the first 15 minutes of the Planning Commission meeting.

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3. **2015 COMPREHENSIVE PLAN AMENDMENT:**
 - **2016 – 2021 CAPITAL IMPROVEMENT PLAN – Public Hearing**
 - **2015 COMPREHENSIVE PLAN AMENDMENTS: RECOMMENDATION TO CITY COUNCIL**

The Planning Commission will conduct a public hearing on the 2016-2021 Capital Improvement Plan. The Capital Improvement Plan identifies necessary capital projects to serve the community such as streets, waterlines and sewer lines. The Planning Commission will also forward their recommendations to the City Council on all of the 2015 amendments which includes the Capital Improvements Plan and a sponsored amendment for a land use change from Low Density Residential to Medium Density Residential for 3 lots on SW 3rd Avenue. Public hearing on the land use change was conducted on August 25, 2015.

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4. **2016 COMPREHENSIVE PLAN UPDATE – Public Meeting**
Staff will provide an update on the progress of the 2016 Comprehensive Plan update. The major scope of the 2016 Comprehensive Plan update includes updates to the Land Use Element, Housing Element and the Transportation Element.

MINUTES

September 22, 2015

**PLANNING COMMISSION
REGULAR MEETING
CITY HALL – COUNCIL CHAMBERS
September 22, 2015**

ROLL CALL: Present: Greg Wasinger, Bruce Freeman, Sandi Peterson and Cecil Pierce
Absent: Mike Piccone, Jes Walker-Wyse and Ana Schlecht
Staff Present: Senior Planners, Cac Kamak and Dennis Lefevre; Associate Planner Ray Lindenburg

Chairman Wasinger called the meeting to order at 7:30 p.m.

MINUTES: MR. PIERCE MOVED, MS. PETERSON SECONDED, MOTION CARRIED TO APPROVE THE AUGUST 25, 2015 MINUTES AS PRESENTED.

MARITIME ZONING ORDINANCE – Public Hearing

Mr. Kamak displayed a PowerPoint presentation (Attachment 1) and reviewed the background behind the ordinance, how the ordinance was formulated and the adoption process. Mr. Kamak recommended that the Planning Commission conduct the public hearing and forward a recommendation to the Planning Commission.

Mr. Wasinger opened the public hearing for public comment. None present for comment. Hearing none the public hearing was closed.

Planning Commission Discussion

The Planning Commission asked if the regulations would affect the existing businesses and live-aboards in the Maritime Zoning District. Mr. Kamak said neither wouldn't be affected since established businesses are not building new structures and the live-aboards are not on land. There was discussion about the lack of public transportation in the Maritime Zoning District. There was a suggestion to use the word "shall" instead of "may" in the second to last sentence in Section 19.20.930(6). Mr. Kamak pointed out that inserting "shall" would require parking regardless of the use while the conditional use process allows the flexibility to mitigate or address potential impacts that a use can have on the district and other uses. Planning Commissioners agreed to keep the language as is.

ACTION: MR. FREEMAN MOVED, MS. PETERSON SECONDED MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL APPROVE THE MARITIME ZONING DISTRICT REGULATIONS AS STATED.

WIRELESS FACILITIES MODIFICATIONS – Public Hearing

Mr. Lefevre reported that this code amendment responds to the "Spectrum Act" which mandates that local governments approve, and cannot deny, an application requesting modification of an existing tower or base station is such modification does not substantially change the physical dimensions of such tower or base station. The purpose of this act is to facilitate and expedite the deployment of equipment and infrastructure to meet the demand for wireless capacity.

Mr. Lefevre stated that an amendment creating Chapter 19.30 titled "Wireless Facilities Modifications" accommodates the Spectrum Act's requirements. New Chapter 19.30 establishes application submittal requirements, permit classification, timing for permit review, and the approval process.

Mr. Wasinger opened the public hearing for public comment. None present for comment. Hearing none the public hearing was closed.

ACTION: MS. PETERSON MOVED, MR. FREEMAN SECONDED MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL APPROVE DRAFT ORDINANCE 1744.

2016 COMPREHENSIVE PLAN UPDATE – Public Meeting

Mr. Wasinger stated that Mr. Kamak informed him that there is no new information to report at this time.

ADJOURN: 8:00 p.m.

Minutes submitted by: Katherine Gifford

DRAFT



ZONING REGULATIONS MARITIME DISTRICT

Planning Commission
9/24/2015

BACKGROUND

- Land Use designation was added in 2012
- Opportunity for maritime industrial and commercial uses
- Support the Marina Redevelopment Plan

Maritime Land Use Designation





MARITIME LAND USE

Maritime Uses. The City created this land use in 2012 to accommodate high intensity water related and water dependent commercial and industrial uses. This land use category and the Maritime designation in the **Shoreline Master Program** have similar intent. This land use would accommodate uses such as **boat building, sail making, water dependent transportation ware housing and other clean industrial uses.** This land use also accommodates **commercial uses** similar to the uses that are allowed in the **Central Business District.** The commercial uses are intended to draw residents and visitors to the area and enjoy the recreational facilities provided by the marina, Catalina Park and the Mayor Point trail. Commercial and industrial uses in this area will need to be **sufficiently screened** from each other. The Maritime Land Use should consider **flexible standards for streets and parking** as an incentive to foster development in the area. One of the major challenges in creating this land use category is the intersection of Pioneer Way, Catalina Drive and the security gate to the Seaplane Base. Since the proposed land uses in this area has the potential to generate traffic, creative solutions will need to be sought to address this issue. Creating flexible parking standards in this area is also intended to encourage the public to use the access provided by the waterfront trail with **alternative modes of transportation.**



MARITIME ORDINANCE

Borrowing from the Shoreline Master Program

- Water-dependent uses
- Water-related uses
- Water-enjoyment uses
- Development standards



MARITIME ORDINANCE

Borrowing from the Central Business District

- Less parking-intensive uses
- Development standards
 - No parking requirements
 - Limits on parking when provided
 - Setback, lot area etc



MARITIME ORDINANCE

Conditions governing all uses

- Clean – no discharge, odors, noise etc.
- Landscaping standards
- Clean storage/warehousing
- SMP review



MARITIME ORDINANCE

Conditional uses

- Conference Center
- Hotel/motel
- Primary Utilities

Prohibited Use

- Residential Uses



MARITIME ORDINANCE ADOPTION PROCESS

- Input and comment from the Marina Advisory Committee (Jan 2015)
- Notification to Department of Commerce (July 2015)
- SEPA Checklist and Determination(August 2015)
- Public Hearing before the Planning Commission (Sept 2015)
- Action by City Council(Oct/Nov 2015)



MARITIME ORDINANCE

Action

- Conduct Public Hearing
- Recommendation to City Council

2015
Comprehensive Plan
Amendments

Public Hearing

City of Oak Harbor Planning Commission

Date: October 27, 2015
Subject: 2015 Comprehensive
Plan Amendments

FROM: **Cac Kamak, AICP**
Senior Planner

PURPOSE

This memo presents the 2015 Comprehensive Plan Amendments. The amendments include land use changes for three properties on SW 3rd Avenue (R13203-488-4830, R13203-488-4940, and R13203-488-5060) from Low Density Residential to Medium Density Residential and updates to the Capital Improvements Plan (CIP).

The Planning Commission is requested to conduct a public hearing at the October 27th meeting and take public testimony. The Planning Commission is expected to make a recommendation to the City Council on the amendments.

FISCAL IMPACT DESCRIPTION

Oak Harbor's Comprehensive Plan includes several elements such as Utilities, Transportation, Economic Development, Capital Facilities etc. that includes policies and improvements system wide that have fiscal impacts. This year's amendments do not include changes that add any fiscal impacts. The Capital Improvements Plan was updated to adjust the schedules and costs but have not been amended to add any projects. The Comprehensive Plan and the CIP are "planning" documents and inclusion of project and policies in these documents do not directly relate to immediate fiscal impacts. When the budget is adopted for the city, certain projects from the Comprehensive Plan and the CIP may be chosen for implementation based on the resources available. That is when funds are programmed for planning, design and construction. The

The Land Use Map amendment for the three properties on SW 3rd Avenue is not anticipated to have any immediate fiscal impacts to the City.

BACKGROUND

The City Council approved the docket for the 2015 Comprehensive Plan Amendments on March 3, 2015. The docket included an update to the Capital Improvements Plan, Land Use change for three properties on SW 3rd Avenue and the incorporation of the Facility Plan for the Wastewater Treatment Facility.

Land use changes for three properties on SW 3rd Avenue (R13203-488-4830, R13203-488-4940, and R13203-488-5060) - Low Density Residential to Medium Density Residential

This is a sponsored application requesting a change to the land use. The Planning Commission held a public hearing on this item at its July 28, 2015 meeting. Please refer to the July 28th report

to Planning Commission for details on this amendment and the criteria based evaluation in accordance with OHMC 18.15.080. The Planning Commission voted to recommend approval of this land use change.

Capital Improvements Plan 2016-2021 –

The Capital Improvements Plan (CIP) has been amended annually to reflect the most recent revenue and expenditure projections. The format of various funds within the CIP was changed in 2014 to better track projects and their schedule by incorporating project expenditures and revenues sources in the same table to ensure that adequate funds exist to implement a project at the prescribed time. The 2015 update has minor changes to some revenues and schedules. However, no new projects have been added as part of this years update. There are no policy changes to the CIP this year.

Tables for the various funds have been attached for your review. To limit printing of the entire document, especially since policies have not been amended this year, only the tables for the various funds that lists the projects over the next six years have been attached to this report. To view the entire document please visit the following link:

Facility Plan for the Wastewater Treatment Plant

Though the incorporation of the Facility Plan for the Wastewater Treatment Plant was approved as part of the 2015 Comprehensive Plan docket, staff recommends that it be done in conjunction with the adoption of the 2016 Update to the Comprehensive Plan. Staff is working on an organization chart for the Comprehensive Plan and will help with the incorporation for plans such as these.

DISCUSSION

The Future Land Use Map Amendments for the properties on SW 3rd Avenue were previously reviewed against the Comprehensive Plan review criteria established in OHMC 18.15.080, as shown in the Planning Commission reports that are attached to this report. The Capital Improvements Plan 2016-2021 is reviewed against the criteria below.

Comprehensive Plan Review Criteria

In accordance with OHMC 18.15.080 the Planning Commission shall review and make a recommendation on the CIP 2016-2021 to the City Council based on the criteria listed below.

- (1) The amendment will not adversely affect the public health, safety and welfare in any significant way.
The proposed CIP and related amendments will not adversely affect the public health, safety and welfare. Projects in the CIP are scheduled based on need identified in approved plans and are intended to serve the public needs and improve health, safety and welfare.

- (2) The proposed amendment is consistent with the overall goals and intent of the comprehensive plan.
The proposed CIP and schedule of projects are intended to implement the goals and

City of Oak Harbor Planning Commission

intent of approved Plans and are therefore consistent with the existing goals and policies of the Comprehensive Plan. .

- (3) The amendment is in compliance with the Growth Management Act and the Countywide Planning Policies.
The amendments are in compliance with the Growth Management Act and the Countywide Planning Polices. The Capital Improvements Plan includes projects from other adopted plans.
- (4) The amendment addresses the needs or changing circumstances of the community as a whole or resolves inconsistencies in the city's comprehensive plan.
The amendments to the Capital Improvements Plan reflect the ongoing changes to projects and schedules based on budget, permits or other related issues. The Capital Improvements Plan 2016-2021 has been generated by taking into account the changing circumstances within the community and based on available resources.
- (5) Environmental impact from the amendments have been addressed through the SEPA review and /or measures have been included that reduce possible impacts.
A SEPA checklist has been prepared for the amendments. No significant environmental impacts have been identified with the adoption of the amended CIP. However, projects that are in the CIP may have environmental impacts and mitigation. Each individual project will have a separate SEPA review and impacts will be addressed on a project by project basis.
- (6) The amendment is consistent with the land uses and growth projections which were the basis of the comprehensive plan or to subsequent updates to growth allocations.
The projects within the CIP have their source in adopted Plans that are based on the projected population growth and allocations. Therefore there are several projects in the CIP that are intended to address level of service issues which is primarily related to land use and population growth.
- (7) The amendment is generally compatible with neighboring land uses and surrounding neighborhoods.
The CIP document and its adoption do not create any land use changes. However, there may be individual projects within the CIP that may have to address compatibility during permitting and design process. These will be dealt on a project by project basis.
- (8) The proposed amendment accommodates new policy direction from the city council.
The amendments to the CIP update include decisions made by the City Council during the course of the year.
- (9) Other specific criteria that may have been identified as the beginning of the process.
No special criteria were identified as the beginning of the process to consider this year's amendments.

City of Oak Harbor Planning Commission

RECOMMENDATIONS

- Conduct public hearing on the CIP 2016-2021 and recommend its approval.
- Forward a recommendation to the City Council on the adoption of the 2015 Comprehensive Plan Amendments that include updates to the Capital Improvements Plan (CIP) and amends the Future Land Use Map to designate three properties on SW 3rd Avenue (R13203-488-4830, R13203-488-4940, and R13203-488-5060) from Low Density Residential to Medium Density Residential.

ATTACHMENTS

1. Planning Commission Report – Land Use change for properties on SW 3rd Avenue (R13203-488-4830, R13203-488-4940, and R13203-488-5060) from Low Density Residential to Medium Density Residential
2. Planning Commission minutes – July 28, 2015
3. Capital Improvements Plan 2016-2021 (Tables only)

CITY OF OAK HARBOR PLANNING COMMISSION

TO: PLANNING COMMISSION
FROM: CAC KAMAK, SENIOR PLANNER
SUBJECT: COMPREHENSIVE PLAN AMENDMENT - LAND USE CHANGE – 185 SW 3RD AVENUE AND ADJACENT PARCELS (R13203-488-4830, R13203-348-4940 AND R13203-488-5060)
DATE: JULY 27, 2015
CC: STEVE POWERS, DEVELOPMENT SERVICES DIRECTOR

PURPOSE:

This memo addresses the land use change requested by Valley High Investments Incorporated for three properties located south of SW 3rd Avenue and west of Oak Harbor Road (Attachment 1). The request was made as part of the 2015 Comprehensive Plan Amendment process.

PROCESS:

The process to amend the Comprehensive Plan is regulated by OHMC Chapter 18.15. This land use amendment was added to the preliminary docket in 2015 as a sponsored amendment and approved by the City Council on March 3, 2015. Public notification on the project will be in accordance to the requirements set forth in OHMC Section 18.20.380(5). The land use change along with the other comprehensive plan amendments will be reviewed by the applicable criteria established under OHMC Section 18.15.080.

BACKGROUND

Valley High Investments Incorporated owns two properties along SW 3rd Avenue. One property (185 SW 3rd Ave) has a single family residence on it, and the other is vacant. The properties are each approximately 44,000 square feet in area and are substantially larger than the 7,200 square feet minimum lot size requirements in the current R-1 Single Family Residential District. Valley High Investments Incorporated believes that these properties can be developed to a higher density and has therefore requested a land use change. To the east of the properties owned by Valley High Investments is a single parcel owned by the Oak Harbor School District (OHSD) that is also currently vacant of structures and has an access road into the Oak Harbor Middle School. The OHSD does not have any change in plans for their property, however, Valley High Investments Incorporated has included the property in the requested change since it creates a better transition to the High Density Residential designated along Oak Harbor Road to the east (see attachment 2 Land Use Map). The OHSD is aware of Valley High Investments request for the land use change and is not opposed to their inclusion in this amendment (see Attachment 3 – letter).

DISCUSSION

Site Characteristics

The properties are mostly flat and are devoid of any sudden slope changes. As mentioned above, there is a single family residence on the western most property of the three included in the request. The property to the west is a church (Assembly of God), and the church's parsonage is adjacent to the single family residence on the applicant's property. To the north and across the street is also a church (First Reformed Church). To the east, the properties are developed with

multifamily residential structures along Oak Harbor Road. Oak Harbor Middle School lies south of the subject properties.

Sewer and water are available to the properties from SW 3rd Avenue. SW 3rd Avenue is primarily a two lane asphalt street with ditches on either side for drainage. The south side of SW 3rd Ave has sidewalks on the south side adjacent to the property.



Review Criteria

OHMC Section 18.15.080 establishes the criteria to review annual amendments to the Comprehensive Plan where the criteria are applicable. The criteria and their review are provided below.

- (1) The amendment will not adversely affect the public health, safety and welfare in any significant way.

The amendment requested will increase the allowed density of the property from 3-6 units per acre to 3-12 units per acre. This increase in density is not uncharacteristic of this area that has high density residential uses immediately adjacent to the east. The other uses surrounding the properties are two churches and a school which would be minimally impacted from the increased density. The proposed amendment and increase in density is well suited to take advantage of the utilities and services that are adjacent to these properties. Therefore, the proposed amendment will not adversely affect the public

health, safety and welfare.

- (2) The proposed amendment is consistent with the overall goals and intent of the comprehensive plan.

The proposed change will allow a higher density residential development in this area. This change is supported by goals and policies in the Comprehensive Plan that support infill development and encourage a mix of housing types. This location is served by city utilities and is near many services such as retail, groceries, home improvement stores, schools etc. The location also serves as an ideal transition from high density to the east to low density to the west. The location for this change is further enhanced due to the location of churches adjacent to the subject properties that provide a break and a transition from the subject properties to other low density residential uses to the west.

- (3) The amendment is in compliance with the Growth Management Act and the countywide planning policies.

The proposed change to the land use designation does not create any inconsistencies with the Growth Management Act or the County Wide Planning Policies. In fact, it is supported by the Act and the CWPP that support infill development and higher densities where infrastructure is already available.

- (4) The amendment addresses the needs or changing circumstances of the community as a whole or resolves inconsistencies in the city's comprehensive plan.

The amendment does not resolve any inconsistencies. However, the amendment can be seen as addressing the needs of changing circumstances because by supporting higher densities within the city limits where urban services are already available, it reduces the need for seeking land in the fringes of the city where utilities need to be extended. It is fair to say that increasing the density, where appropriate, within the city is generally a better option than seeking UGA boundary changes and is highly encouraged by GMA and the CWPP.

- (5) Environmental impacts from the amendments have been addressed through SEPA review and/or measures have been included that reduce possible impacts.

There are no immediate environmental impacts from the land use change. However, development of the property will need to meet the requirements of Oak Harbor's Municipal Code and may require a SEPA review. Any impacts can be addressed at the time of development. Since similar uses are accommodated in both designations, environmental impacts will not be significantly different due to the change.

- (6) The amendment is consistent with the land uses and growth projections which were the basis of the comprehensive plan or to subsequent updates to growth allocations.

The proposed amendment to increase the density is consistent with land use and growth projections. The City is aware that NAS Whidbey will have an increase in personal due to the increase in squadrons. Therefore, increasing the density in areas where services are available will help with providing additional housing options for the increase in population.

- (7) The amendment is generally compatible with neighboring land uses and surrounding neighborhoods.

The proposed amendment is compatible with the neighboring land uses and creates a good transition from the high density multifamily uses to the east to the low density residential uses to the west. The transitions are further enhanced with location of churches adjacent to the subject properties.

- (8) The proposed amendment accommodates new policy direction from the city council.

This is not applicable for this change since it does not address a new policy direction.

- (9) Other specific criteria that may have been identified at the beginning of the process.

Not applicable.

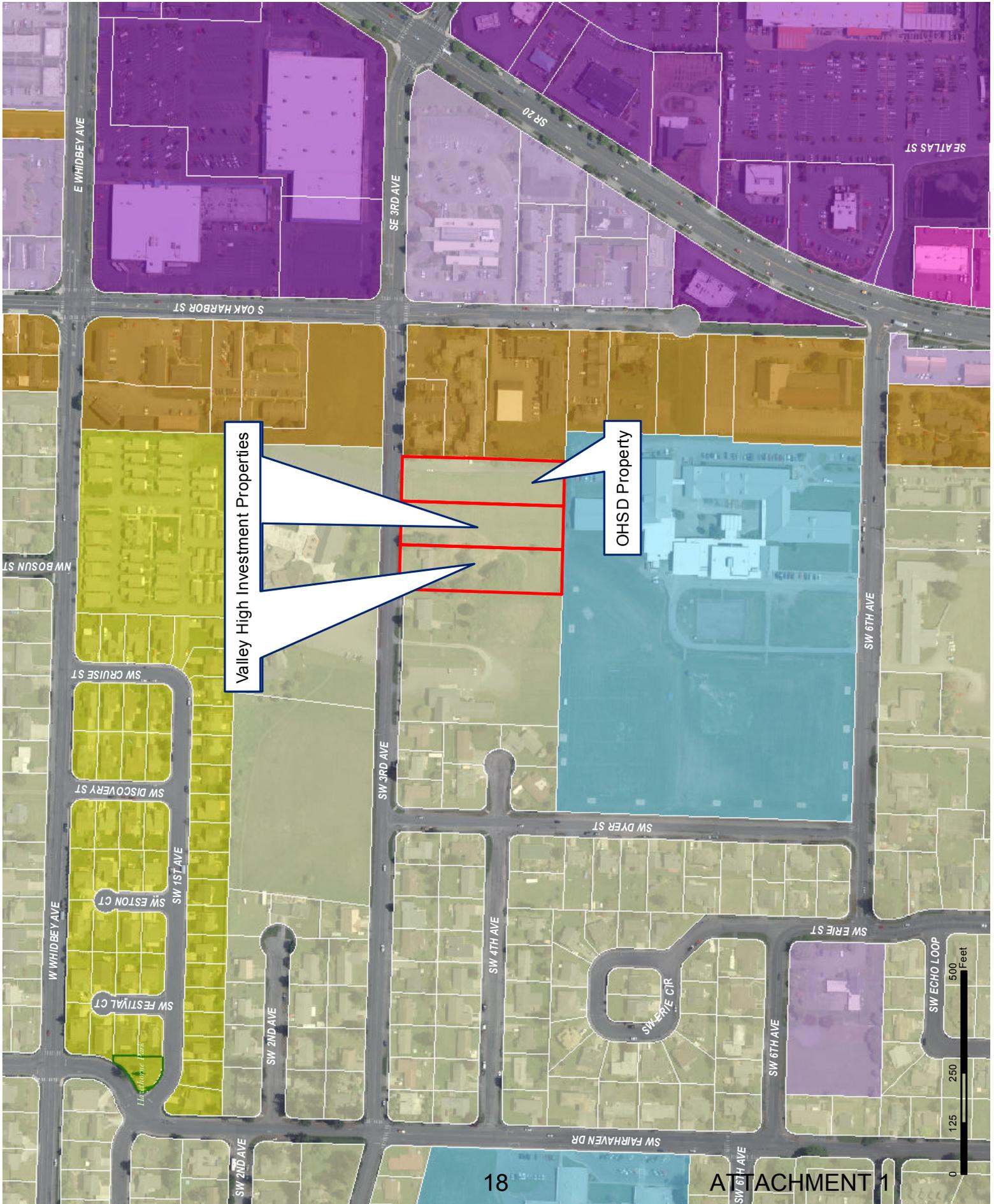
From the above review, it can be determined that there will not likely be adverse impacts from changing the land use designations for the property from Low Density Residential to Medium Density Residential.

RECOMMENDATION

- Conduct Public Hearing
- Recommend amending the Future Land Use Map designation for the subject properties from Low Density Residential to Medium Density Residential.

ATTACHMENTS

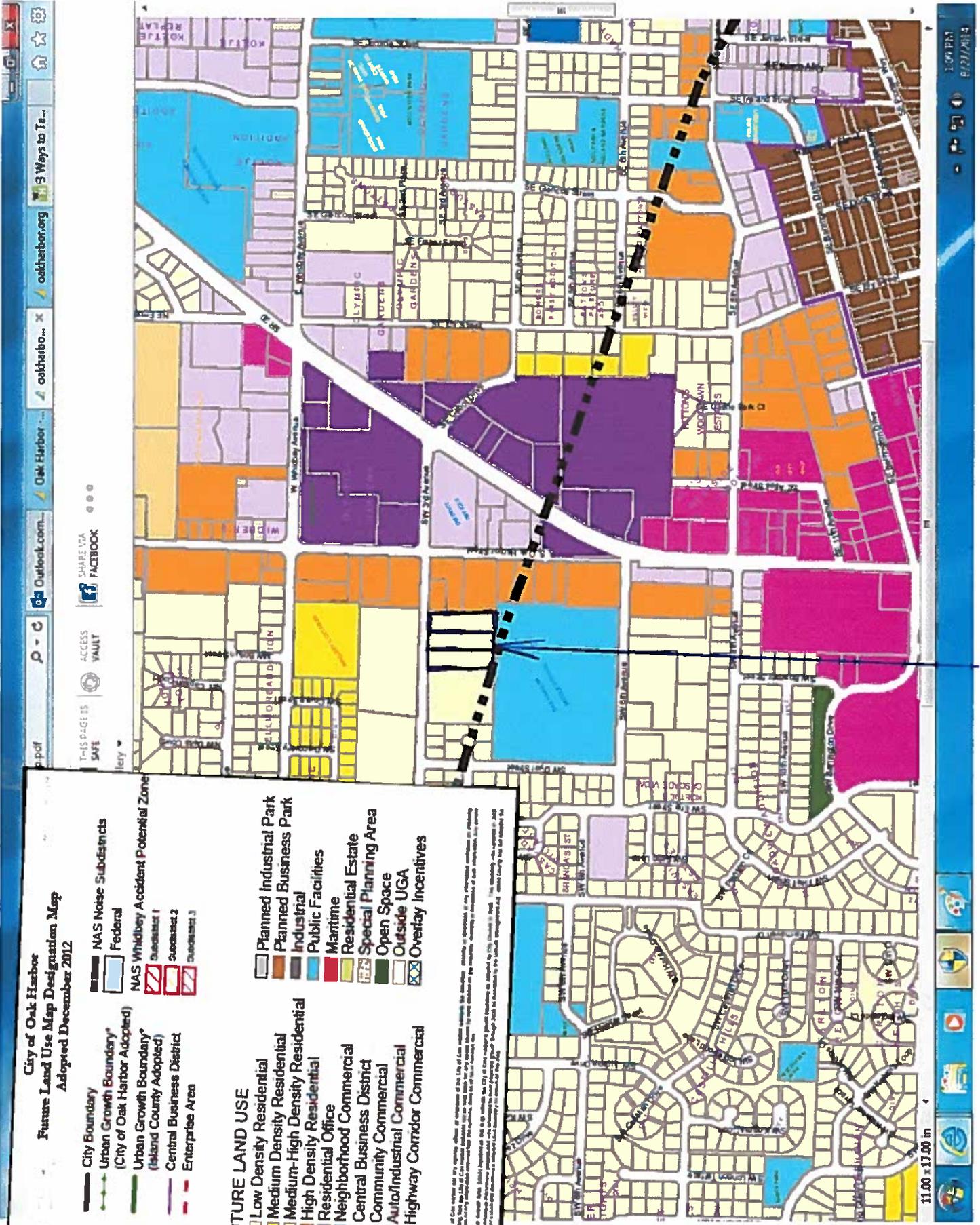
1. Location Map
2. Land Use Map
3. OHSD Letter
4. Application



3

5.

Land Use



□ = Subject Property



OAK HARBOR PUBLIC SCHOOLS

Dr. Lance Gibbon, Superintendent
Steven King, Assistant Superintendent

"A Caring Community Educating Every Student for Success"

January 6, 2015

Cac Kamak, Senior Planner
Planning Services Division
City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

Re: Comprehensive Plan Minor Amendment Application – Sponsored Amendment to Change
Land Use Designation for Oak Harbor School District Parcel R132034885060

Dear Mr. Kamak,

The Oak Harbor School District is aware of Valley High Investments Incorporated's submittal of the proposed Comprehensive Plan Land Use Amendment effecting school district owned parcel R132034885060. After review, Oak Harbor School District has determined no objection to the inclusion of said parcel being part of the application.

Sincerely,

Dr. Lance Gibbon
Superintendent

Valley High Investments, Inc.

41 NE Midway Blvd, #101
Oak Harbor, WA 98277
(360) 675-9091 ext. 3
(360) 675-5341 fax

December 1, 2014

Development Service Department
City of Oak Harbor
865 SE Barrington Dr.
Oak Harbor, WA 98277

RECEIVED

DEC 01 2014

CITY OF OAK HARBOR
DEVELOPMENT SERVICES DEPARTMENT

To Whom It May Concern:

Enclosed is a 2015 Comprehensive Plan Minor Land Use Amendment Application submitted by Valley High Investments, Inc. The numbered tabs provide a quick guide to key items set forth by the checklist, located on page four of this packet. The numbers are located on the left side of the checklist page and correspond to each specific requirement of the application. In addition to the checklist items I included a letter addressed to Mr. Steve Powers concerning interpretation of one requirement. The letter is located between item one and two. Thank you for taking the time to review this application.

Sincerely,



Colin Smith
Project Technician
Valley High Investments, Inc.



CITY OF OAK HARBOR
Development Services Department

RECIEVED
DEC 01 2014
 CITY OF OAK HARBOR
 DEVELOPMENT SERVICES DEPARTMENT

2015 Comprehensive Plan
Land Use Amendments Application Form

APPLICANT NAME/CONTACT PERSON (or legal representative): Colin Smith	Address: 41 NE Midway Blvd. Suite 101 Oak Harbor, WA 98277
E-mail Address: colin_smith30@hotmail.com	Phone and Fax: 360-751-9866 and 360-675-5341
PROPERTY OWNER NAME (list multiple owners on a separate sheet): Valley High Investments, Inc.	Address: 41 NE Midwy Blvd. Suite 101 Oak Harbor, WA 98277
E-mail Address: campmassey@comcast.net	Phone and Fax: 360-675-9091 and 360-675-5341
TYPE OF AMENDMENT <input checked="" type="checkbox"/> Minor (Use Checklist A for requirements) <input type="checkbox"/> Major (Use Checklist B)	
Existing Zoning: R-1 Single Family Residential	Parcel Number(s): A:R132034884830 B:R132034884940 C/OHSD:R132034885060
Section/Township/Range: Section 3, Township 32 North, Range 1 East W.M.	Name/Direction from nearest street intersection: Southwest of S. Oak Harbor St. and SW 3rd Ave.
Existing Land Use Designation: R-LD Low Density Residential	Proposed Land Use Designation: R-MD Medium Density Residential

FEES

All comprehensive plan applications shall be accompanied by a non-refundable review fee in the amount of \$1,529.00.

APPLICATIONS DUE BY DECEMBER 1, 2014

AUTHORIZATION:

The undersigned hereby certifies that this application has been made with the consent of the lawful property owner(s) and that all information submitted with this application is complete and correct. False statements, errors, and/or omissions may be sufficient cause for denial of the request.


12/1/2014

Authorized SignatureDate

Property Owner Information for Parcel C, R132034885060

Property Owner Name: Oak Harbor School District #201

Address: 350 S. Oak Harbor St. Oak Harbor, WA 98277

E-mail Address: reception@ohsd.net

Phone and Fax: P-(360) 279-5061 F-(360) 279-5070

OHSD Real Estate Contact:

Vicki Williams
Director
Business Services

Phone- 360.279.5009
E-mail- vwilliams@ohsd.net

CHECKLIST A

COMPREHENSIVE PLAN MINOR LAND USE AMENDMENT CHECKLIST

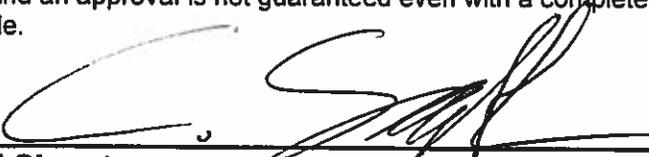
Please check off the following items to assure your application is complete.

1.
2.
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5.
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10.
11.
12.

Applicant	Staff	Requirements
✓		Letter of intent requesting the amendment signed by the property owner and the party requesting the amendment.
✓		Legal Descriptions of all the properties included in the request.
✓		Title report for all the properties that are included in the request
✓		A map clearly showing location of the property in relation to major streets, section lines and other landmarks. The subject property must be clearly indicated on the map.
✓		A map showing the existing land use designation of the property and surrounding property. The subject property must be clearly indicated on the map.
✓		A map showing the existing zoning designation of the property and the surrounding property. The subject property must be clearly indicated on the map.
✓		Property specifications including approximate dimensions, area, existing structures and other improvements. Provide pictures to support the description.
✓		Description of existing utilities that serve the property, their approximate location, size and capacity if available. (water, sanitary sewer, storm drain, power etc)
✓		Description of streets and sidewalks adjacent to the property (approximate width, curbs, ditches, etc). Provide pictures to support description.
✓		Description of all adjacent uses, their proximity to the subject property, shared easements etc. Provide pictures to support description
✓		Property owner addresses <u>and</u> actual property addresses of properties located within 300 feet of the subject property. Property owner list can be obtained from Island County.
✓		Rationale for amendment – justification, benefits, quote goals listed in the land use element of the Comprehensive Plan,

ACKNOWLEDGEMENT:

The undersigned hereby certifies that all the above required information provided is true and accurate. False statements, errors, and/or omissions may be sufficient cause for dismissal of application. The undersigned also acknowledges that the Comprehensive Plan amendment decision is at the will of the City Council and an approval is not guaranteed even with a complete application. Application fees are non-refundable.


12/1/2014

 Authorized Signature Date

Valley High Investments, Inc.

41 NE Midway Blvd, #101
Oak Harbor, WA 98277
(360) 675-9091 ext. 3
(360) 675-5341 fax

1

December 1, 2014

Mr. Steve Powers
Development Services Director
Planning Services Division
865 SE Barrington Dr.
Oak Harbor, WA 98277

Regarding Parcels: R132034884830, R132034884940, R132034885060
Located at 185 SW 3rd. Avenue, Oak Harbor, WA 98277

Dear Mr. Powers:

Valley High Investments Inc. hereby requests from the city of Oak Harbor a review of our submitted application asking for a 2015 Comprehensive Plan minor land use amendment. The intent of the amendment is to increase density within city limits for future development of the land. The proposed land use amendment will result in the three parcels changing from R-1 low density residential to R-2 medium density residential. Parcel C, which is owned by the Oak harbor School District may not be developed, further mitigating the magnitude of the change. The maximum possible increase in density from the modification of the land use designation for the three total acres is an increase of 18 dwelling units. This is calculated assuming under the current R-1 designations there would be a max number of units of 6DU/ac developed and with the new designation the max allowed, 12DU/ac. Thank you for taking time to review or application and I look forward to working with you throughout the amendment process.

Sincerely,

Valley High Investments Inc.


Julia Price
Company Representative


Colin Smith
Project Technician

Valley High Investments, Inc.

41 NE Midway Blvd, #101
Oak Harbor, WA 98277
(360) 675-9091 ext. 3
(360) 675-5341 fax

December 1, 2014

Mr. Steve Powers
Development Services Director
Planning Services Division
865 SE Barrington Dr.
Oak Harbor, WA 98277

Re: Comprehensive Plan Minor Land Use Amendment

Dear Mr. Powers:

This letter concerns the application of the proposed land use amendment that would result in a land use and zoning designation changes of parcels R132034884830, R132034884940, and R132034885060. As of now there is a difference of interpretation over one of the requirements of the application, which, is in the process of being resolved. Parcel R132034885060 is owned by Oak Harbor School District #201 while the applicant, Valley High Investments, Inc. owns the other two parcels. I met with senior planner Mr. Cac Kamak last Tuesday, November 25th and he mentioned that the application will be deemed as complete only if a formal letter of intent requesting the amendment is signed and submitted by an authorized agent of the Oak Harbor School District #201 in addition to the letter of intent included by the applicant, Valley High Investments, Inc. I believe Valley High Investments, Inc. has fully satisfied all application requirements and is in compliance with the Oak Harbor Municipal Code.

The following section from chapter 18.15 Comprehensive Plan Amendment Process of the municipal code covers private sponsored amendments.

18.15.060 Sponsored amendments.

Sponsored amendments are initiated by the public through the application process. Sponsored amendments are classified into two categories as described below:

(1) Private Amendments. These are applications initiated by an individual property

Valley High Investments, Inc.

41 NE Midway Blvd, #101
Oak Harbor, WA 98277
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owner or a group of property owners who are requesting changes that will **primarily** impact properties that they own or control.

(a) Application Requirements.

(i) An application form provided by the department of development services and completed by the applicant that includes, at minimum, the applicant's name, address, contact information, property address and location, parcel number(s), existing land use designation, proposed land use designation and zoning designation.

(ii) A map of the property clearly showing the subject properties and its surrounding context.

(iii) A narrative clearly stating the proposal and what the amendment is attempting to accomplish.

(iv) A completed environmental checklist, if required by the director.

(v) An application processing fee in accordance with RCW [82.02.020](#).

The above highlighted word is key to why the school district letter of intent is not required by ordinance. Valley High Investments is the individual property owner and the requested changes will indeed *primarily* impact the properties it owns. The word *primarily* allows for requested change to effect additional property not owned by the applicant to be included, in this case the adjacent school district parcel. Nowhere in the application requirements does it mention that all property owners must be part of the application. On the application form provided by the planning department the only stipulation is to include multiple owners on a separate sheet. This item I accomplished by listing the school district as an impacted property in the application packet. A letter of intent is a listed requirement on the minor amendment checklist but that too is fulfilled in the application packet. The item states that the property owner and the party requesting the amendment sign a letter of intent requesting the amendment. In this proposed amendment the property owner and the party requesting the change are the same, Valley High Investments, Inc. I am the requesting party and have obtained an authorized signature on behalf of the property owner as well. There is no published municipal or otherwise governing amendment regulation that would require the school district letter of intent that Mr. Kamak has informed me about. Therefore not including the additional school district document should not hinder the processing of the

Valley High Investments, Inc.

41 NE Midway Blvd, #101
Oak Harbor, WA 98277
(360) 675-9091 ext. 3
(360) 675-5341 fax

application.

In the meantime, I have addressed Valley High Investment's intentions with the appropriate school district representative and plan to have the initiative on the school board agenda in the near future.

Sincerely,



Colin Smith

Project Technician

Valley High Investments, Inc.

Legal descriptions of all properties included in request:

Information retrieved from Island County’s GIS mapping system

Valley High Investments Inc. Owned Parcel A:

Parcel ID- R132034884830

Tax-ID- R13203-488-4830

Alt. Tax-ID- 13611

Legal Description- 35 FREUND DC – BG 823.85’S of NE CR SD DC W569.75’
TPB W109.68’ S399’’ E109.68’’ N399’ TPB

Valley High Investments Inc. Owned Parcel B:

Parcel ID- R132034884940

Tax-ID- R13203-488-4940

Alt. Tax-ID- 13620

Legal Description- 34 FREUND DC – BG 823.85’S of NE CR SD DC W 460.75’
TPB W109’ S399’ E109’ N399’ TPB

School District Owned Parcel C:

Parcel ID-R132034885060

Tax-ID- R13203-488-5060

Alt. Tax-ID- 13639

Legal Description- 33 FREUND DC - BG 823.85’S OF NE CR SD DC
W351.75’TPB W109’S399’ E109’N399’TPB

3

Litigation Guarantee

LTSG 08025627

	<p>SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a corporation, herein called the Company, for the fee paid for this Guarantee, the number, amount and effective date of which are shown herein hereby Guarantees the parties herein called the Assured, against loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public record on the effective date stated herein.</p>
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of the priority.

This Guarantee is issued with the expectation that within 60 days and based upon the facts set forth herein, a Notice of Trustee's Sale will be prepared and recorded or an action will be commenced in a Court of competent jurisdiction. If a Notice of Sale is not recorded or such action is not commenced, all liability and obligation of the Company hereunder shall cease and terminate 60 days after the effective date shown herein or as may have been extended hereto.

This Guarantee shall not be valid or binding until countersigned below by an authorized officer or agent or the Company.

Issued through the office of:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 A Stock Company
 400 Second Avenue South, Minneapolis, Minnesota 55401
 (612) 371-1111

 Authorized Signatory

By President
 Attest Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

The Company assumes no liability for loss or damage by reason of the following:

- (a) 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.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water;
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS – LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

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, the Company shall have the option to purchase the indebtedness secured by said mortgage. 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 and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY – PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the Written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it 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 such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee, or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. FEE

The fee specified on the face of this guarantee is the total fee for title search and examination this Guarantee.



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
A Corporation, of Minneapolis, Minnesota

LITIGATION GUARANTEE

SCHEDULE A

Guarantee No.: LTSG 08025627

Order No.: 108913-O

Date: November 14, 2014 at 8:00 A.M.

Liability \$ 20,000.00
Premium: \$ 270.00
Tax: \$ 23.49

ASSURED:

City of Oak Harbor

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS GUARANTEE IS:

FEE SIMPLE ESTATE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Valley High Investments, Inc., a Washington corporation

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE COUNTY OF ISLAND STATE OF WASHINGTON, AND DESCRIBED IN EXHIBIT A:

SEE ATTACHED

EXHIBIT "A"

PARCEL A:

That portion of the Ulrich Freund Donation Claim, located in Section 3, Township 32 North, Range 1 East W.M., described as follows:

**Beginning at a point 823.85 feet South of the Northeast corner of the Ulrich Freund Donation Claim;
thence West 569.75 feet to the true point of beginning;
thence West 109.68 feet;
thence South 399 feet;
thence East 109.68 feet;
thence North 399 feet to the true point of beginning.**

Situate in the County of Island, State of Washington.

PARCEL B:

That portion of the Ulrich Freund Donation Claim located in Section 3, Township 32 North, Range 1, East of the W.M., described as follows:

**Beginning at a point 823.85 feet South of the Northeast corner of said Ulrich Freund Donation Claim;
thence West 460.75 feet to the true point of beginning;
thence West 109 feet;
thence South 399 feet;
thence East 109 feet;
thence North 399 feet to the point of beginning.**

Situate in the County of Island, State of Washington.

SCHEDULE B

Defects, liens, encumbrances or other matters affecting title:

SPECIAL EXCEPTIONS:

1. General taxes, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency which can be obtained from the Island County Treasurer's Office (360) 679-7302. First half taxes become delinquent May 1st, if unpaid and second half taxes become delinquent November 1st, if unpaid:

Tax Account No.:	Year	Amount Billed	Amount Paid	Principal Balance
R13203-488-4830 Key 13611, Tax code 100 Total Assessed: \$329,090.00	2014	\$3,769.37	\$3,769.37	\$0.00
R13203-488-4940 Key 13620, Tax code 100* Total Assessed: \$200,000.00	2014	\$2,279.04	\$2,279.04	\$0.00

2. Assessments or LID's, if any, as may be levied by the City of Oak Harbor.
3. 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: The application for title insurance supplied only an address, parcel number or both. Based on our review of the public records, we believe that the legal description in this report matches what was submitted to us. However, the parties to the forthcoming transaction need to make certain that our legal description is the intended property, and if otherwise, to please notify us immediately.

NOTE 2: Unless otherwise specified, this Company has assigned this file to the following Underwriter for the policy to issue: Old Republic National Title Insurance Company.

set
ENCL:
Paragraphs A & B of Schedule B-1
Sketch

SCHEDULE B-1

EXCEPTIONS:

A. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Grantee: City of Oak Harbor
Purpose: 10' Sidewalk Easement
Area Affected: North boundary line
Recorded: January 7, 2004
Recording No.: 4087810
(Affects Parcel A)

B. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Grantee: City of Oak Harbor
Purpose: 10' Sidewalk Easement
Area Affected: North boundary line
Recorded: January 7, 2004
Recording No.: 4087809
(Affects Parcel B)

NOTES

NOTE 1:

Municipality in which said Land is located: **City of Oak Harbor**

NOTE 2:

Legal publication:

Is given once on or between the thirty-fifth and twenty-eighth day before the date of sale, and once on or between the fourteenth and seventh day before the date of sale. See attached list for the appropriate newspaper.

NOTE 3:

The names and addresses of persons who have recorded requests, as provided by RCW 61.24.040(d), for a copy of notice of sale are: **NONE**

NOTE 4:

This Guarantee is for the benefit of the Assured named in Schedule A in determining the record entities having an interest in the property described in Schedule A. It is not to be used as a basis for closing any transaction and no insurance for such a transaction is provided herein.

NOTE 5:

Attention is called to the Federal Tax Lien Act of 1966 (Public Law 89-719) which, among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of Treasury or his or her delegate as a requirement for the discharge or divestment of a Federal Tax Lien in a nonjudicial sale, and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale.

Attention is called to Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto and the Military Reservist Relief Act of 1991 (Sec. 800 to 810, Military and Veterans Code) which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Acts.

NOTE 6:

If it is necessary to cancel this Guarantee you must return the original to the company. Upon receipt of the original Guarantee, a cancellation fee equal to 50% of the premium quoted herein will apply, together with 8.7% sales tax, with a minimum charge of \$270.00 plus \$23.49 tax.

NOTE 7:

If an abbreviated legal description is needed on the forthcoming instrument in order to comply with the recording format statute, one similar to the following is suggested:

Ptn Ulrich Freund DLC, Sec 3-32-1 EWM

LEGAL PUBLICATION

Name	Address	City	State	Zip
Whidbey News Times	107 S. Main Street #E101	Coupeville	WA	98239
South Whidbey Record	107 S. Main Street #E101	Coupeville	WA	98239
The Whidbey Examiner	6 NW Coveland St.	Coupeville	WA	98239
Stanwood Camano News	9005 271 st St. NW	Stanwood	WA	98292

Land Title and Escrow of Island County

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Old Republic National Title Insurance Company and Land Title and Escrow of Island County

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company and Land Title Company of Island County.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



ISLAND COUNTY AUDITOR

EAS

Return Name & Address:
CITY OF OAK HARBOR
965 SE BARRINGTON DR
OAK HARBOR WA 98277

Please print or type information

Document Title(s) (or transactions contained therein):	
1. 10' SIDEWALK EASEMENT 2.	
Reference Number(s) - (recording number of document being assigned, released, re-recorded, etc.)	
Grantor - (seller, assignor, signator) borrower	
1. DONALD R HERMAN 2. CAROLE C HERMAN 3.	EXCISE TAX EXEMPT JAN 07 2004 LINDA E. REFFE ISLAND COUNTY TREASURER
Additional names on page _____ of document.	
Grantee - (buyer, assignee, notice given to) lender, trustee	
1. CITY OF OAK HARBOR 2. 3.	
Additional names on page _____ of document.	
Legal Description - Abbreviated: i.e. lot/block/plat or section/township/range & quarter/quarter WC PORTION OF ULRICH FRIEND DONATION CLAIM SEC. 3 T. 32 N R 1 E	
See page <u>1</u> for full legal.	
Assessor's Tax Parcel Number	
R 13203 - 488 - 4940	
Additional parcel numbers on page _____.	
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 provided herein.	



Return to: City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

EASEMENT

THE GRANTOR(S) DONALD R. HERMAN AND CAROLE C. HERMAN for and in consideration of mutual benefits grants a 10 foot wide easement to the City of Oak Harbor for sidewalk along the north boundary line, upon the following described property situated in the County of Island, State of Washington together with all after acquired title of the grantor(s) therein:

Assessors Parcel # R13203-488-4940

That portion of the Ulrich Freund Donation Claim, located in Section 3, Township 32 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point 823.85 feet South of the Northeast corner of the Ulrich Freund Donation Claim:
Thence West 460.75 feet to the true point of beginning;
Thence West 109 feet;
Thence South 399 feet;
Thence East 109 feet;
Thence North 399 feet to the true point of beginning.

Situate in Island County, Washington

Dated this 31st day of December, 2003

Signature *Donald R. Herman*
Carole C. Herman

STATE OF _____)
COUNTY OF _____)ss

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

See attached

Dated _____
Signature _____
Print _____
Notary Public for the State of _____
residing in _____
My appointment expires _____



ISLAND COUNTY AUDITOR

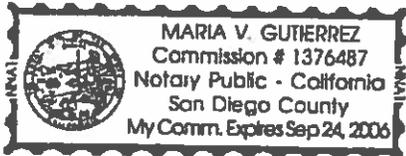
ERS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Diego } ss.

On December 31, 2003 before me, Maria V. Gutierrez Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Donald R. and Carole C. Harmon
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Maria V. Gutierrez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

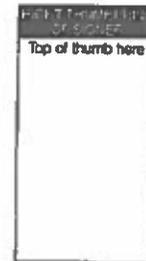
Title or Type of Document: Easement - R13203-488-4940
Document Date: 12-31-03 Number of Pages: 1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____





ISLAND COUNTY AUDITOR

EAS

Return Name & Address:
CITY OF OAK HARBOR
865 SE BARRINGTON DR
OAK HARBOR WA 98277

Please print or type information

Document Title(s) (or transactions contained therein):	
1. 10' SIDEWALK EASEMENT 2. EASEMENT	
Reference Number(s) - (recording number of document being assigned, released, re-recorded, etc.)	
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Additional names on page ___ of document.	
Grantee - (buyer, assignee, notice given to) lender, trustee	
1. CITY OF OAK HARBOR 2. 3.	
Additional names on page ___ of document.	
Legal Description - Abbreviated: i.e. lot/block/plat or section/township/range & quarter/quarter	
PORTION OF ULRICH FREUND DONATION CLAIM SECTION 3 T 32N R 1E	
See page <u>1</u> for full legal.	
Assessor's Tax Parcel Number	
R13203 - 488 - 4830	
Additional parcel numbers on page ___.	
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ISLAND COUNTY AUDITOR

EAS

Return to: City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

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Thence West 109.68 feet;
Thence South 399 feet;
Thence East 109.68 feet;
Thence North 399 feet to the true point of beginning.

Situate in Island County, Washington

Dated this 31st day of December, 2003

Signature Donald Herman
Carole C. Herman

STATE OF _____)
COUNTY OF _____)ss

See attached

I certify that I know or have satisfactory evidence that _____ signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated _____
Signature _____
Print _____
Notary Public for the State of _____
residing in _____
My appointment expires _____



ISLAND COUNTY AUDITOR

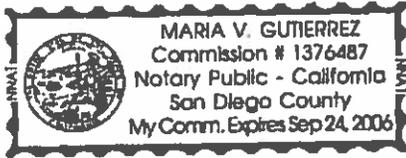
ERS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of San Diego } ss.

On December 31, 2003 before me, Maria V. Gutierrez
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Donald R. and Carole C. Herndon
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/it~~ executed the same in ~~his/her/its~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Maria V. Gutierrez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Easement - R13203-488-4830
Document Date: 12-31-03 Number of Pages: 1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer is Representing: _____



Litigation Guarantee

LTSG 08025628

	<p>SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a corporation, herein called the Company, for the fee paid for this Guarantee, the number, amount and effective date of which are shown herein hereby Guarantees the parties herein called the Assured, against loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public record on the effective date stated herein.</p>
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- I. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of the priority.

This Guarantee is issued with the expectation that within 60 days and based upon the facts set forth herein, a Notice of Trustee's Sale will be prepared and recorded or an action will be commenced in a Court of competent jurisdiction. If a Notice of Sale is not recorded or such action is not commenced, all liability and obligation of the Company hereunder shall cease and terminate 60 days after the effective date shown herein or as may have been extended hereto.

This Guarantee shall not be valid or binding until countersigned below by an authorized officer or agent or the Company.

Issued through the office of:

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
 A Stock Company
 400 Second Avenue South, Minneapolis, Minnesota 55401
 (612) 371-1111

 Authorized Signatory

By President
 Attest Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

The Company assumes no liability for loss or damage by reason of the following:

- (a) 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.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water;
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS -- LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

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, the Company shall have the option to purchase the indebtedness secured by said mortgage. 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 and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY -- PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the Written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be 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 such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee, or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

10. FEE

The fee specified on the face of this guarantee is the total fee for title search and examination this Guarantee.



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
A Corporation, of Minneapolis, Minnesota

LITIGATION GUARANTEE

SCHEDULE A

Guarantee No.: LTSG 08025628

Order No.: 108914-O

Date: November 14, 2014 at 8:00 A.M.

Liability \$ 20,000.00

Premium: \$ 270.00

Tax: \$ 23.49

ASSURED:

City of Oak Harbor

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS GUARANTEE IS:

FEE SIMPLE ESTATE

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Oak Harbor School District No. 201

THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE COUNTY OF ISLAND STATE OF WASHINGTON, AND DESCRIBED IN EXHIBIT A:

SEE ATTACHED

EXHIBIT "A"

That portion of the Ulrich Freund Donation Claim located in Section 3, Township 32 North, Range 1 East W.M., described as follows:

Beginning at a point 823.85 feet South of the Northeast corner of said Ulrich Freund Donation Claim;

thence West 351.75 feet to the true point of beginning;

thence West 109 feet;

thence South 399 feet;

thence East 109 feet;

thence North 399 feet to the true point of beginning;

Situate in the County of Island, State of Washington.

SCHEDULE B

Defects, liens, encumbrances or other matters affecting title:

SPECIAL EXCEPTIONS:

1. General taxes, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency which can be obtained from the Island County Treasurer's Office (360) 679-7302. First half taxes become delinquent May 1st, if unpaid and second half taxes become delinquent November 1st, if unpaid:

Tax Account No.:	Year	Amount Billed	Amount Paid	Principal Balance
R13203-488-5060	2014	\$0.00	\$0.00	\$0.00
Key 13639, Tax code 108				
Total Assessed: \$200,000.00				

2. The property herein described is carried on the tax rolls as exempt, however, it will become taxable from the date of execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date.

3. Assessments or LID's, if any, as may be levied by the City of Oak Harbor.

4. 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.

5. A showing should be made of the authority of the officers executing the proposed deed, or contract, on behalf of Oak Harbor School District NO. 201, and said deed or contract must be authorized by resolution of the directors of said corporation.

NOTE 1: The application for title insurance supplied only an address, parcel number or both. Based on our review of the public records, we believe that the legal description in this report matches what was submitted to us. However, the parties to the forthcoming transaction need to make certain that our legal description is the intended property, and if otherwise, to please notify us immediately.

NOTE 2: Unless otherwise specified, this Company has assigned this file to the following Underwriter for the policy to issue: Old Republic National Title Insurance Company.

set
ENCL:
Paragraphs A-E
Sketch

SCHEDULE B-1

EXCEPTIONS:

A. Matters as disclosed by survey recorded October 28, 1974 under Auditor's File No. 278341 in Volume 2 of Surveys, page 11, records of Island County, Washington.

B. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Grantee: City of Oak Harbor
Purpose: An easement for utilities under the south seven feet of the described real property
Area Affected: Said premises
Dated: October 5, 1989
Recorded: October 6, 1989
Recording No.: 89014415

C. Sidewalk Deferral Agreement as recorded May 25, 1999 under Auditor's File No. 99012435.

D. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Grantee: Puget Sound Power & Light Company
Purpose: Electric transmission and/or distribution line
Area Affected: Said premises
Dated: August 28, 1999
Recorded: September 28, 1999
Recording No.: 99022243

E. EASEMENT, INCLUDING THE TERMS AND CONDITIONS THEREOF:

Grantee: City of Oak Harbor
Purpose: 10' Sidewalk Easement
Area Affected: North boundary line
Recorded: January 7, 2004
Recording No.: 4087808

NOTES

NOTE 1:

Municipality in which said Land is located: **City of Oak Harbor**

NOTE 2:

Legal publication:

Is given once on or between the thirty-fifth and twenty-eighth day before the date of sale, and once on or between the fourteenth and seventh day before the date of sale. See attached list for the appropriate newspaper.

NOTE 3:

The names and addresses of persons who have recorded requests, as provided by RCW 61.24.040(d), for a copy of notice of sale are: **NONE**

NOTE 4:

This Guarantee is for the benefit of the Assured named in Schedule A in determining the record entities having an interest in the property described in Schedule A. It is not to be used as a basis for closing any transaction and no insurance for such a transaction is provided herein.

NOTE 5:

Attention is called to the Federal Tax Lien Act of 1966 (Public Law 89-719) which, among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of Treasury or his or her delegate as a requirement for the discharge or divestment of a Federal Tax Lien in a nonjudicial sale, and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale.

Attention is called to Soldiers' and Sailors' Civil Relief Act of 1940 and amendments thereto and the Military Reservist Relief Act of 1991 (Sec. 800 to 810, Military and Veterans Code) which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Acts.

NOTE 6:

If it is necessary to cancel this Guarantee you must return the original to the company. Upon receipt of the original Guarantee, a cancellation fee equal to 50% of the premium quoted herein will apply, together with 8.7% sales tax, with a minimum charge of \$270.00 plus \$23.49 tax.

NOTE 7:

If an abbreviated legal description is needed on the forthcoming instrument in order to comply with the recording format statute, one similar to the following is suggested:

Ptn of Ulrich Freund DLC, Sec 3-32-1 EWM

LEGAL PUBLICATION

Name	Address	City	State	Zip
Whidbey News Times	107 S. Main Street #E101	Coupeville	WA	98239
South Whidbey Record	107 S. Main Street #E101	Coupeville	WA	98239
The Whidbey Examiner	6 NW Coveland St.	Coupeville	WA	98239
Stanwood Camano News	9005 271 st St. NW	Stanwood	WA	98292

Land Title and Escrow of Island County

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Old Republic National Title Insurance Company and Land Title and Escrow of Island County

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company and Land Title Company of Island County.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

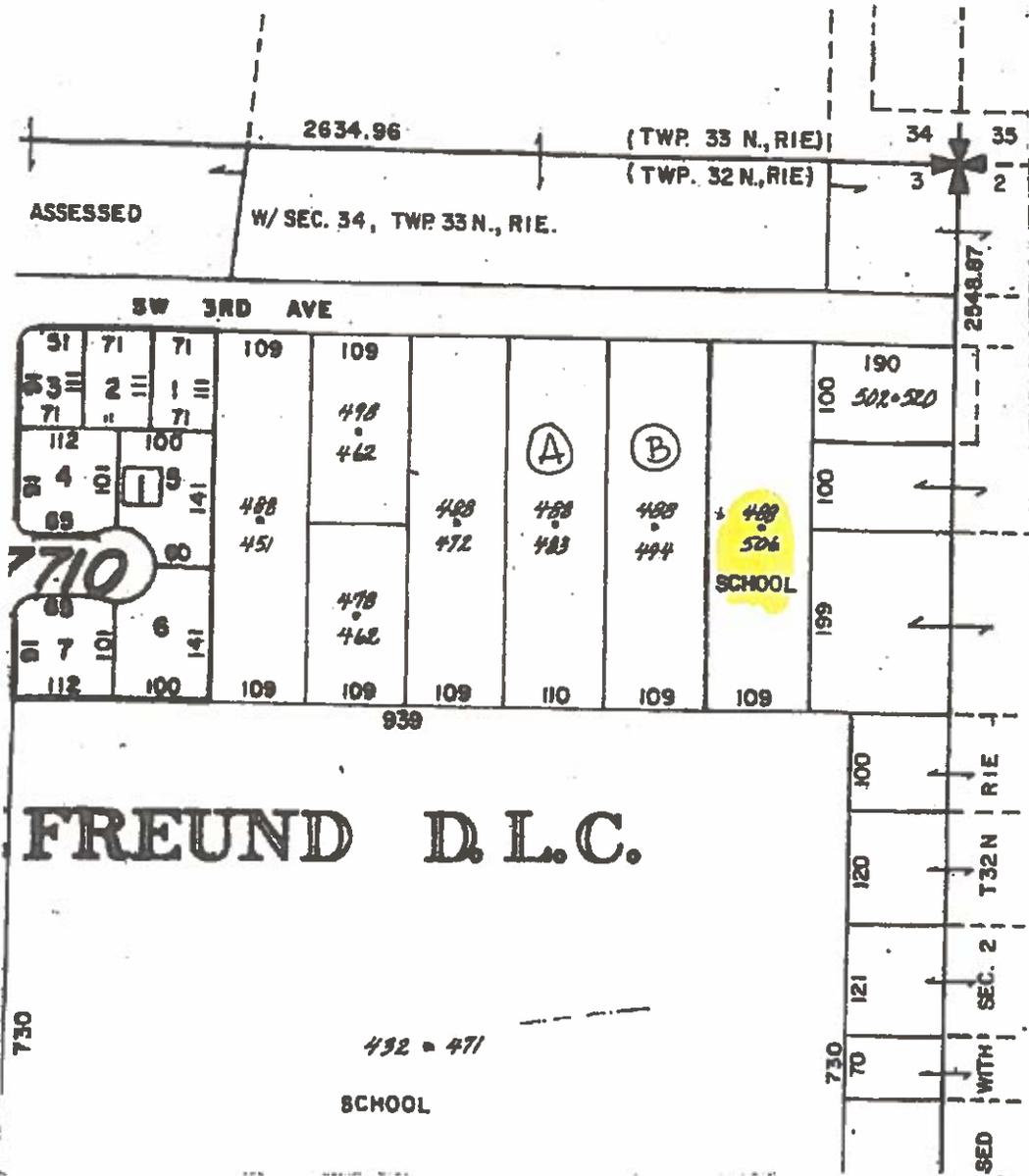
- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

This sketch is a courtesy of Land Title Company of Island 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, and does not constitute a part of any commitment or policy of title insurance.

**DO NOT USE AS A LEGAL DOCUMENT
ACCURACY NOT GUARANTEED**



89014415

FILED RECORDED
VOC
PAGE
City of Oak Harbor
Oct 6 4 05 PM '89

H.M. 181

UTILITY EASEMENT

Oak Harbor School District No. 201, a political subdivision of the State of Washington, hereby dedicates the following easement and conveys and quit claims the following described easement to the City of Oak Harbor, a political subdivision of the State of Washington, for good and valuable consideration, as follows:

An easement for utilities under the south seven feet of the following described real property situated in the County of Island, State of Washington, as follows:

PARCEL A:

That portion of the ULRICH FREUND DONATION CLAIM located in Section 3, Township 32 North, Range 1, E.W.M., described as follows:

Beginning at a point 823.85 feet South of the Northeast corner of said Ulrich Freund Donation Claim; thence West 351.75 feet to the true point of beginning; thence West 109 feet; thence South 399 feet; thence East 109 feet; thence North 399 feet to the true point of beginning; situate in the County of Island, State of Washington.

PARCEL B:

That portion of the ULRICH FREUND DONATION CLAIM in Section 2 and 3, Township 32 North, Range 1, E.W.M., described as follows:

Beginning at a point 1,222.85 feet South of the Northeast corner of said donation claim; thence West 280 feet to the true point of beginning; thence East 939 feet; thence South 730.2 feet; thence East 939 feet; thence North 730.2 feet to the true point of beginning.

EXECUTED on the day and date as set forth below.

OAK HARBOR SCHOOL DISTRICT NO. 201

EXCISE TAX EXEMPT

By: *[Signature]*

OCT -6 1989

Title: *[Signature]*

(attach to 17)

MAXINE R. GAUTER
ISLAND COUNTY TREASURER

UTILITY EASEMENT
Page 1

The COHEN, MANNI & THEUNE Law Firm

P.O. Box 103
Oak Harbor, WA 98281
Ph: 360-675-1118

10-6-89
89014415
GC
TF

STATE OF WASHINGTON)
) ss
COUNTY OF ISLAND)

On this day before me, the undersigned Notary Public in and for the state of Washington, personally appeared Roger L. Woehl, to me known to be the Superintendent of OAK HARBOR SCHOOL DISTRICT NO. 201, and acknowledged to me that he signed the within and foregoing Easement for Water Main and Fire Main for and on behalf of said OAK HARBOR SCHOOL DISTRICT NO. 201, for the uses and purposes therein mentioned, being thereunto duly authorized.

Given under my hand and official seal this 5th day of October, 1989.

John R. Williams
NOTARY PUBLIC in and for the state of
Washington, residing at Oak Harbor
My commission expires: 6-31-92

10-6-89

Return to: City of Oak Harbor
865 SE Barrington Drive
Oak Harbor, WA 98277

899 012435 TYPE: AGR 112.00
BK 787 PG 1317 5/25/99 11:23:05 AM
ISLAND COUNTY AUDITOR
DEPUTY: CB REQUESTED BY:
CITY OF OAK HARBOR

EXCISE TAX RECEIPT

MAY 26 1999

SIDEWALK DEFERRAL AGREEMENT

THE CITY OF OAK HARBOR, hereafter referred to as the "City," and Oak Harbor School District #201, hereafter referred to as "Owner," on the 26th day of April 1999 make the following representations.

5-25-99

I. RECITALS

1.1 Owner is the owner of the following described property:

Assessor's Parcel No. R13203.488.5080

See attached legal description

THAT PORTION OF THE ULRICH FREUND D.L.C. LOCATED IN SEC 3, T14P 32N,
R1E.

Hereafter it is referred to as the "property."

1.2 The City of Oak Harbor is a municipal corporation organized under the laws of the State of Washington and has authority under Municipal Code Section 17.04.170 to require sidewalks adjacent to property because the Owner is constructing a new building and/or repairing an existing structure on the property.

1.3 The sidewalk is necessary but possible changes in the grade of the road indicate that the sidewalk be put in later.

1.4 The Owner has requested deferral and agrees to put the sidewalk in at a later time upon request; now, therefore, the parties mutually agree as follows:

GNRL BK 787 PG 1317

II. AGREEMENT TO DEFER SIDEWALK

2.1 The City hereby agrees to allow the Owner an extension in time to put the sidewalk in up to a period of five (5) years; provided, the City may require the sidewalk as per the attached drawing (Exhibit A hereto attached) at any time earlier.

2.2 The Owner hereby agrees to build the sidewalk upon demand of the city or within five (5) years, whichever event comes first.

2.3 The owner hereby agrees to install the sidewalk to City specifications within 45 days of written notification by the City.

66-50-5

III. DAMAGES AND OTHER RELIEF

3.1 The City may elect that should the Owner breach this Agreement the damages will be the cost to the City if it constructs the sidewalk plus court costs and costs of attorneys fees to collect the damages.

3.2 The City shall have the right to other relief available by law including injunction to compel the construction of the sidewalk.

IV. CONSTRUCTION

4.1 The rights and duties under this Agreement shall run with the land and bind the heirs, successors and assigns of each of the parties. This Agreement shall be recorded with the Auditor's Office.

4.2 Any amendments to this Agreement shall be in writing and approved by the City Council.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26th day of April, 1999.

CITY OF OAK HARBOR

Arny Haley
Owner
Construction Manager
Oak Harbor School Dist.

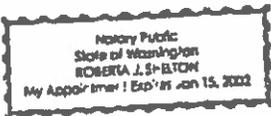
[Signature]
Mayor

Sidewalk Deferral Agreement
Oak Harbor School District #201
Page Three

STATE OF WASHINGTON)
COUNTY OF ISLAND } ss

On this day personally appeared before me Steve Dembach, to me known to be the Mayor of the City of Oak Harbor, the municipal corporation described in the foregoing instrument, and acknowledged to me that he signed the same on behalf of the said corporation and that he was authorized to execute the same for the uses and purposes mentioned in the instrument.

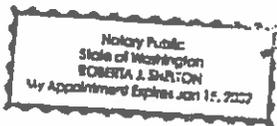
66-52-5



Dated April 26, 1999
Signature of Roberta J. Shelton
Notary Public ROBERTA J. SHELTON
Title Notary Public
My appointment expires 1-15-02

STATE OF WASHINGTON)
COUNTY OF ISLAND } ss

I certify that I know or have satisfactory evidence that GARY SALTZ signed this instrument, on oath stating that (he/she) was authorized to execute the instrument and acknowledged it as the CONSTRUCTION MANAGER (type of authority, e.g. officer, trustee, etc.) of OAK HARBOR SCHOOL DISTRICT #201 (name of party on behalf of whom instrument was executed) to be the free and voluntary act for the uses and purposes mentioned in the instrument.



Dated April 26, 1999
Signature of Roberta J. Shelton
Notary Public ROBERTA J. SHELTON
Title Notary Public
My appointment expires 1-15-02

58-3

THAT PORTION OF THE ULRICH FREUND DONATION CLAIM LOCATED IN SECTION 3, TOWNSHIP 32 NORTH, RANGE 1 E.W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 223.83 FEET SOUTH OF THE NORTHEAST CORNER OF SAID ULRICH FREUND DONATION CLAIM;

THENCE WEST 351.73 FEET TO THE TRUE POINT OF BEGINNING;

THENCE WEST 109 FEET;

THENCE SOUTH 399 FEET;

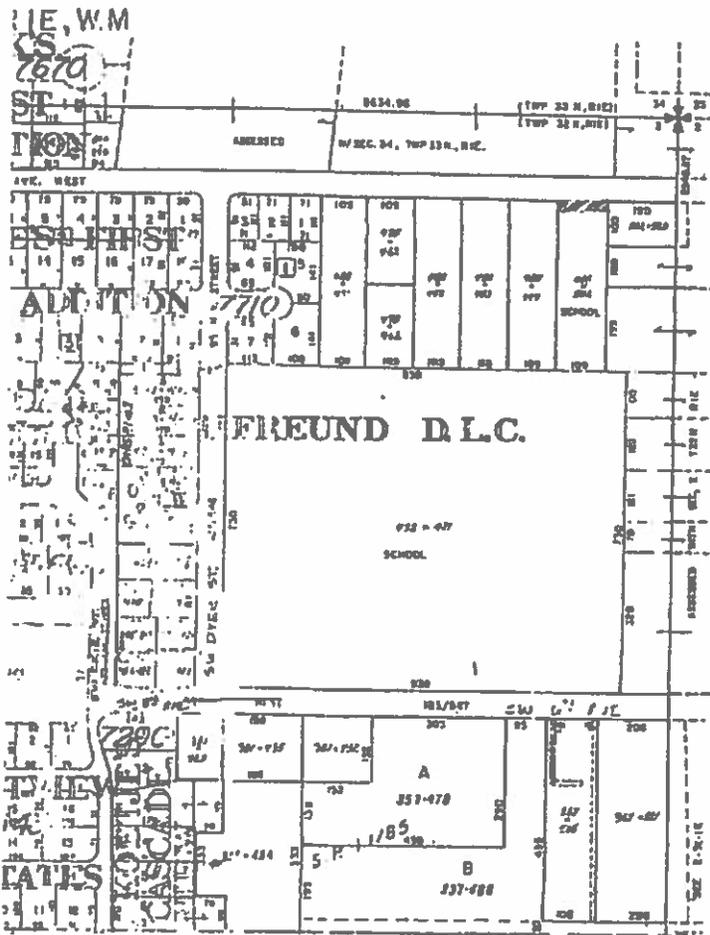
THENCE EAST 109 FEET;

THENCE NORTH 399 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ANY PORTION LYING WITHIN SW 1ST AVENUE ALONG THE NORTH BOUNDARY THEREOF PRIOR TO APRIL 23, 1999.

ALSO EXCEPT THE NORTH 10.00 FEET THEREOF, BEING A STRIP OF LAND 10.00 FEET IN WIDTH AND LYING SOUTH OF AND ABUTTING THE SOUTH R/W MARGIN OF SAID SW 1ST AVENUE AS EXISTING ON APRIL 23, 1999

5-25-99



5-25-99

999 022243 TYPE: EAS 99.00
BK 798 PG 192 9/28/99 2:24:48 PM
ISLAND COUNTY AUDITOR
DEPUTY: CB REQUESTED BY:
LAND TITLE COMPANY

RETURN ADDRESS:
Puget Sound Energy, Inc.
Attn: ROW Department
1700 E. College Way
Mount Vernon, WA 98273

EXCISE TAX EXEMPT

SEP 28 1999

EASEMENT

(customer form)

REFERENCE #: M6612
GRANTOR: OAK Harbor School Dist. #281
GRANTEE: Puget Sound Energy, Inc.
ASSASSOR'S PROPERTY TAX PARCEL: R13207-417-10540
SHORT LEGAL: See 3, Top 378 8012 see full legal on page 2
JOB NO: 27590 / 105006480

OP. MAP NO 18-J, 66, 77 JOB NO: 27590 / 105006480

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, Oak Harbor School Dist. #281 ("Grantor" herein), its successors and assigns hereby conveys and warrants to PUGET SOUND ENERGY, INC., a Washington Corporation ("Grantee" herein), its successors and assigns for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in Island County, Washington:

SEE EXHIBIT 'A' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

EASEMENT LOCATION: Except as may be otherwise set forth herein, Grantee's rights shall be exercised upon that portion of the Property (the "Easement Area" herein) that is ten (10) feet in width having five (5) feet of such width on each side of the centerline of Grantee's systems located as constructed or to be constructed, extended or relocated on the Property, except those portions of the Property occupied by building footings, foundations, and/or substructure structures.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the Easement Area for one or more utility systems for purposes of transmission, distribution and sale of gas and electricity, together with the right of access over and across said Property to install, Grantee to exercise its rights hereunder. As used herein, the term "systems" shall include all appurtenances and facilities as are necessary, in the judgment of Grantee, for the operation and maintenance of said systems.
2. Grantor's Use of Easement Area. Grantor agrees not to erect any structures on said Easement Area, and further agrees not to place trees, rocks, fences or other obstructions on the Property that would interfere with the exercise of Grantee's rights herein.

DATED this 28th day of August, 1999

GRANTOR: By: [Signature]
BY: [Signature]

STATE OF WASHINGTON }
COUNTY OF } SS

On this 28th day of August, 1999, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charles J. Ross to me known to be the individual(s) who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this hereto dated the day and year in this certificate first above written.



[Signature]

(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at 1922 Island Blvd. Astoria
My appointment expires 10-20-01

[Signature]
great form 11/1996

EXHIBIT "A"
OAK HARBOR SCHOOL DISTRICT No. 201

THAT PORTION OF THE ULRICH FREUND DONATION CLAIM LOCATED IN SECTION 3, TOWNSHIP 32 NORTH, RANGE 1 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 823.85 FEET SOUTH OF THE NORTHEAST CORNER OF SAID ULRICH FREUND DONATION CLAIM; THENCE WEST 351.75 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST 109 FEET; THENCE SOUTH 399 FEET; THENCE EAST 109 FEET; THENCE NORTH 399 FEET TO THE TRUE POINT OF BEGINNING.

AND

THAT PORTION OF THE ULRICH FREUND DONATION CLAIM IN SECTIONS TWO (2) AND THREE (3), TOWNSHIP THIRTY-TWO (32) NORTH, RANGE (1) EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 1222.85 FEET SOUTH OF THE NORTHEAST CORNER OF SAID DONATION CLAIM; THENCE WEST 280 FEET TO THE TRUE POINT OF BEGINNING; THENCE WEST 939 FEET; THENCE SOUTH 730.2 FEET; THENCE EAST 939 FEET; THENCE NORTH 730.2 FEET TO THE TRUE POINT OF BEGINNING.

66-22-6



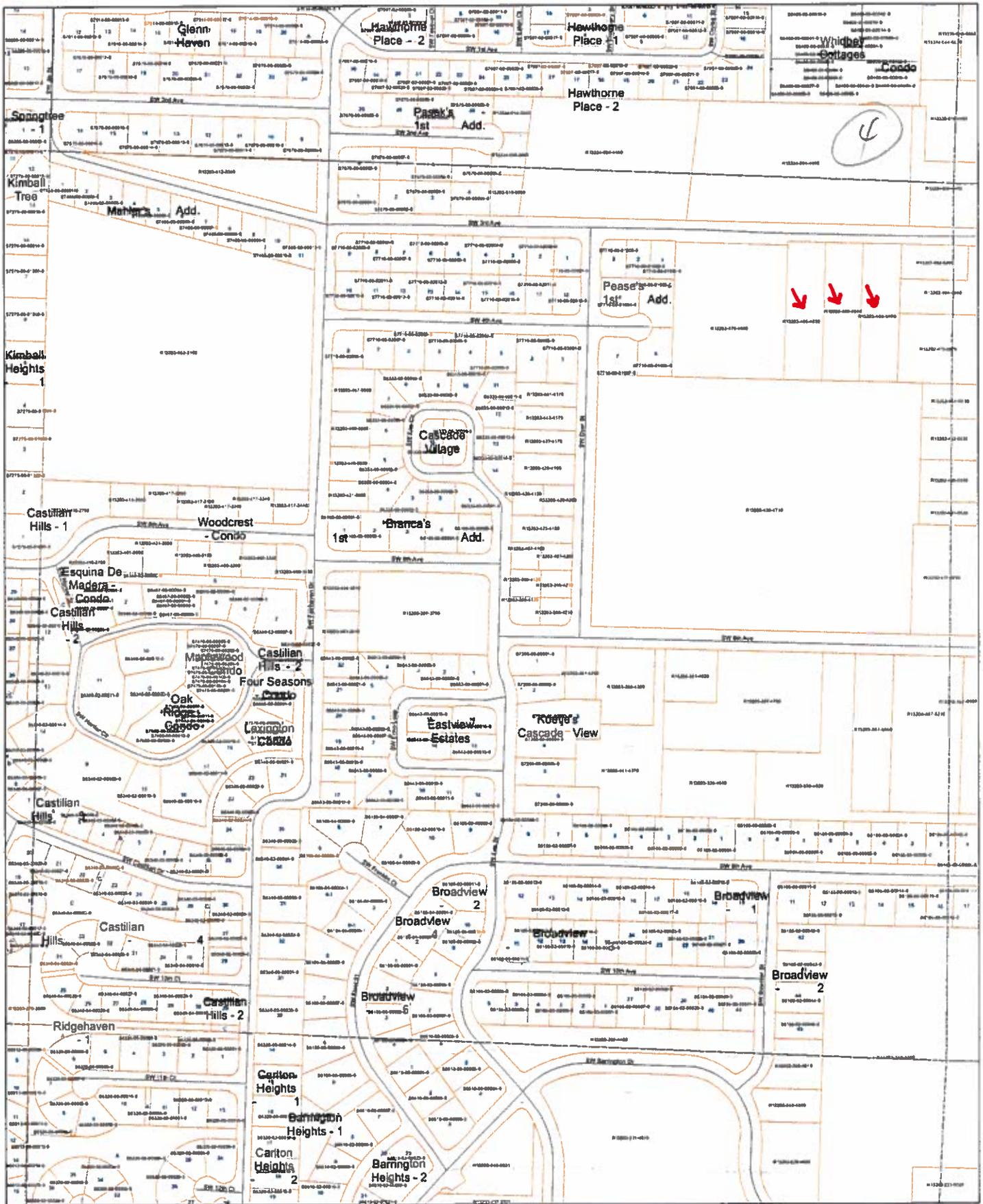
Return Name & Address:
CITY OF OAK HARBOR
865 SE BARRINGTON DR
OAK HARBOR, WA 98277

Please print or type information

Document Title(s) (or transactions contained therein): 1. EASEMENT 2. 10' SIDEWALK
Reference Number(s) - (recording number of document being assigned, released, re-recorded, etc.)
Grantor - (seller, assignor, signator) borrower 1. OAK HARBOR SCHOOL DISTRICT # 201 2. 3. Additional names on page ___ of document.
Grantee - (buyer, assignee, notice given to) lender, trustee 1. CITY OF OAK HARBOR 2. 3. Additional names on page ___ of document.
Legal Description - Abbreviated: i.e. lot/block/plot or section/township/range & quarter/quarter PORTION OF ULRICH FARM SECTION 3 TOWNSHIP 32 N R 1 E DONATION CLAIM
See page <u>1</u> for full legal.
Assessor's Tax Parcel Number R 13203 - 488 - 5060 Additional parcel numbers on page ___
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 provided herein.

EXCISE TAX EXEMPT
JAN 07 2004

LINDA RITTE
ISLAND COUNTY TREASURER



- Legend**
- R 13100-190-190 Geographic Number (Parcel Number)
 - 23 Platted Lot Number
 - Island County Parcels
 - Quarter Section Boundary
 - City/Town Limits
 - Roads
 - Water

NE 1/4 Sec.3 Twp.32 R.1E



These maps were created from available public records, and existing maps, which had different interpretations of the boundaries. Some parcels have been identified as having a "split" registration to the ownership parcels. While creation was taken in this process maps from different sources are only as good as the precise location of geographic features. The rest is an attempt to map features to one another results from combining different map sources without field ground truthing.

DO NOT USE AS A LEGAL DOCUMENT

Map ID: 93



Island County Assessor's Maps

Updated 6/11/14

Adjacent Maps by Map ID

253	251	250
52	53	50
		50

H

Subject Property

185 SW 3rd Avenue, Oak Harbor, WA



-Location of property in relation to Oak Harbor landmarks

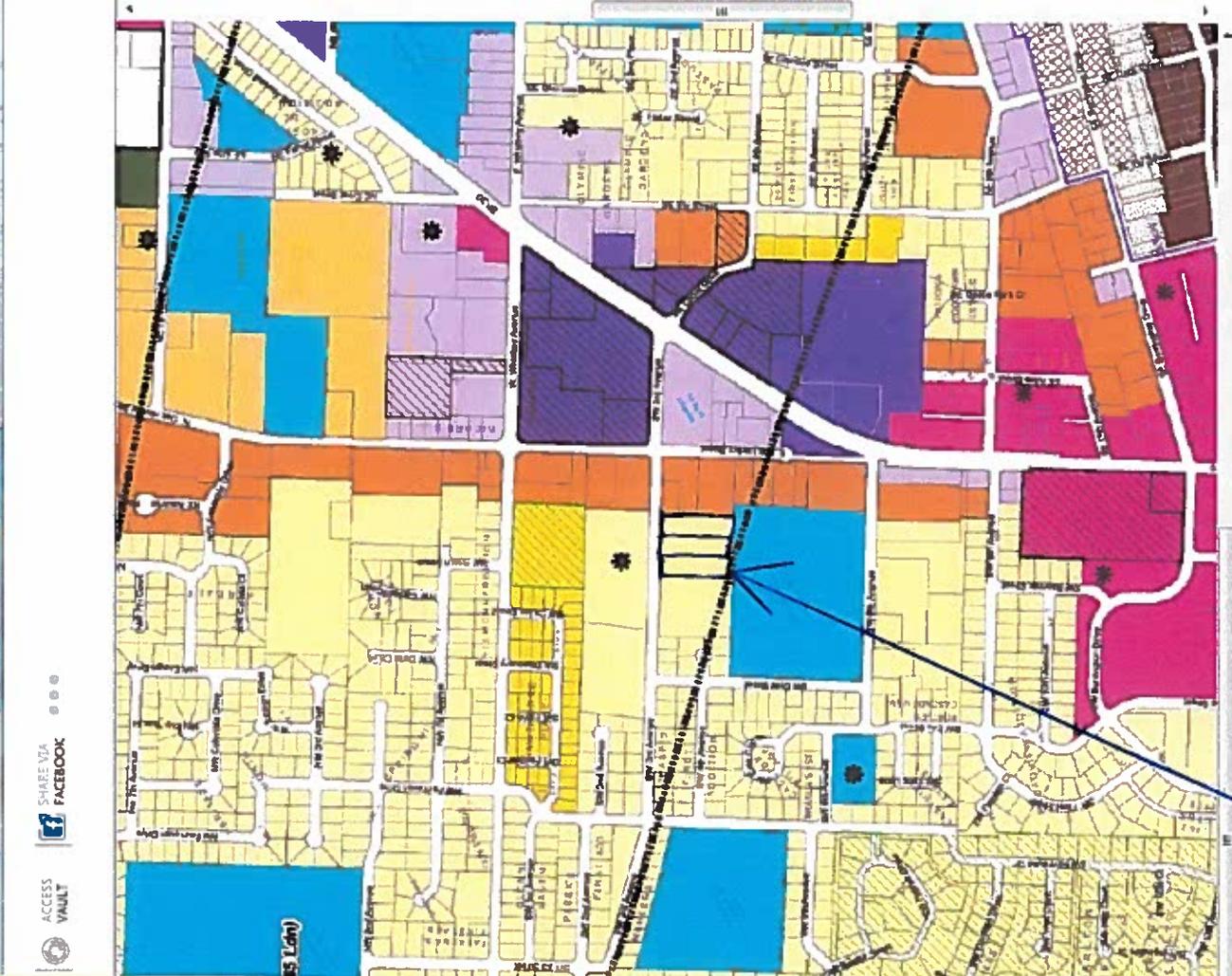
61

Zoning

Official Zoning Map - City of Oak Harbor

- City Boundary
 - Urban Growth Area Boundary* (Island County Adopted)
 - Urban Growth Area Boundary* (City of Oak Harbor Adopted)
 - Central Business District
 - Enterprise Area
 - NAS Noise Subdistricts
 - Federal
 - NAS Whidbey Accident Potential Zones
 - Subdistrict 1
 - Subdistrict 2
 - Subdistrict 3
- ZONING**
- (R-1) Single Family Residential
 - (R-2) Limited Multi-Family Residential
 - (R-3) Multi-Family Residential
 - (R-4) Multi-Family Residential
 - (R-O) Residential Office
 - (C-1) Neighborhood Commercial
 - (CBD) Central Business District
 - (CBD-1) Central Business District 1
 - (CBD-2) Central Business District 2
 - (C-3) Community Commercial
 - (C-4) Highway Service Commercial
 - (C-5) Highway Corridor Commercial
 - (PBP) Planned Business Park
 - (I) Industrial
 - (PIP) Planned Industrial Park
 - (PF) Public Facilities
 - (OS) Open Space
 - Outside City Limits
 - Planned Res. Dev. (PRD)
 - Adult Entertainment Overlay Zone
 - Contract Zoning
- Conditional Use (does not represent all on record with City)
- Dwelling Units in C-3 Prohibited North of 16th Ave.

Disclaimer: The City of Oak Harbor is not responsible for the use of this map. The City of Oak Harbor is not responsible for the use of this map. The City of Oak Harbor is not responsible for the use of this map. The City of Oak Harbor is not responsible for the use of this map.



□ = Subject Property

2

Property Specifications

Parcel	Approximate Dimensions	Area	Existing Structures	Other Improvements
A (R13203-488-4830)	Length: 400 ft., Width: 110 ft.	44,000 sq ft	Single story, 3 bedroom, 1 bath house. Attached garage of 480 sq ft. Open Slab porch. Total living sq ft of 1632. Gross area of 2112 sq ft. 480 sq ft.	Disconnected well in back yard with plans to abandon. Tapped into City water and sewer.
B (R13203-488-4940)	Length: 400 ft., Width: 109 ft.	43,600 sq ft		
School District	Length: 400 ft., Width: 109 ft	43,600 sq ft		



3	1,632	44,000	\$225,000
MLS Beds	MLS Sq Ft	Lot Sq Ft	MLS List Price
1	1958	RES-NEC	05/24/2013
MLS Baths	Yr Built	Type	MLS List Date

Active Listing

Owner Information

Owner Name (LN FN):	Herman Donald R	Tax Billing Zip:	92082
Tax Billing Address:	27755 N Lake Wohlford Rd	Tax Billing Zip+4:	6736
Tax Billing City & State:	Valley Center, CA	Owner Occupied:	No

Location Information

Zip Code:	98277	Census Tract:	9706.02
School District Name:	Oak Harbor School District	Carrier Route:	C008
School District Code:	1	Zoning:	OH

Tax Information

Tax-ID:	R13203-488-4830	% Improved:	40%
Alt. Tax-ID:	13611	Tax Area:	100
Parcel ID:	R132034884830		
Legal Description:	35 FREUND DC - BG 823.85'S OF NE CR SD DC W569.75' TPB W109.68' S399' E109.68' N399' TPB		

Assessment & Tax

Assessment Year	2012	2011	2010
Assessed Value - Total	\$333,062	\$355,433	\$402,211
Assessed Value - Land	\$200,000	\$200,000	\$240,000
Assessed Value - Improved	\$133,062	\$155,433	\$162,211
Market Value - Total	\$333,062	\$355,433	\$402,211
Market Value - Land	\$200,000	\$200,000	\$240,000
Market Value - Improved	\$133,062	\$155,433	\$162,211
YOY Assessed Change (\$)	-\$22,371	-\$46,778	
YOY Assessed Change (%)	-6.29%	-11.63%	
Total Tax	Tax Year	YOY Tax Change (\$)	YOY Tax Change (%)
\$3,297	2010		
\$3,238	2012	-\$59	-1.79%
\$3,217	2013	-\$21	-0.65%

Characteristics

Lot Acres:	1.0101	Main Area:	1,632
Lot Area:	44,000	Stories:	1
Land Use:	Residential (NEC)	Bedrooms:	3
County Land Use:	Residential	Total Baths:	Tax: 2 MLS: 1.75
Year Built:	1958	Full Baths:	Tax: 2 MLS: 1
Effective Year Built:	1980	Porch:	Open Slab
Total Living Sq Ft:	1,632	Porch Type:	Open Slab
Above Gnd Sq Ft:	1,632	Garage Type:	Attached Garage
Gross Area:	2,112	Parking Type:	Attached Garage
Ground Floor Sq Ft:	1,632	Attached Garage SF:	480

Estimated Value

Courtesy of Rick Chapman

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Property Detail

Generated on 01/22/2014

RealAVM™(1): **\$259,572**
 RealAVM™ Range: **\$212,849 - \$306,295**
 Value As Of: **01/10/2014**

Confidence Score: **71**
 Forecast Standard Deviation: **18**

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

Listing Information

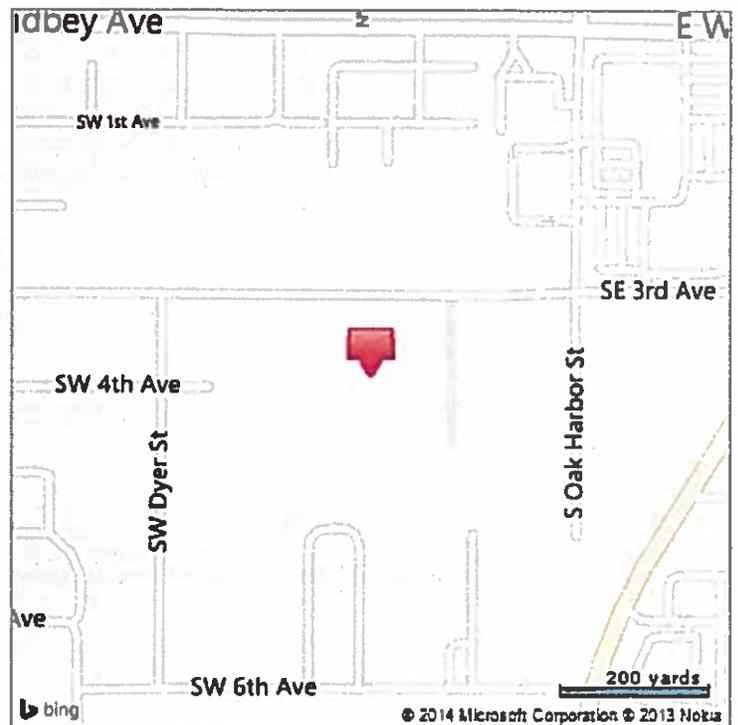
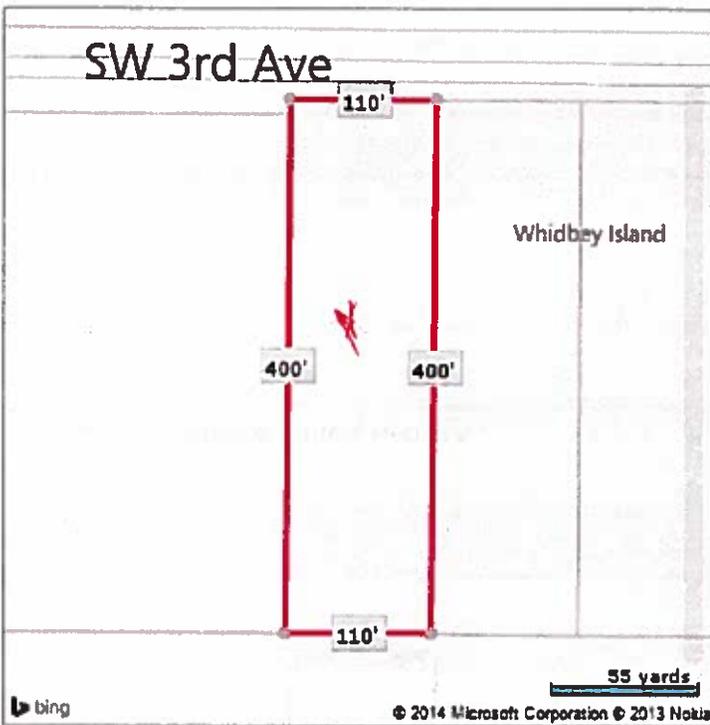
MLS Listing Number:	492225	MLS List Price:	\$225,000
MLS Status:	Active	MLS Orig. List Price:	\$312,000
MLS DOM:	244	MLS Listing Agent:	64013-Hal Hovey
MLS Status Change Date:	05/24/2013	MLS Listing Broker:	Coldwell Banker Koetje R.e.
MLS Listing Date:	05/24/2013		

MLS Listing #	492225
MLS Status	Active
MLS Listing Date	05/24/2013
MLS Listing Price	\$225,000
MLS Orig Price	\$312,000

Last Market Sale & Sales History

Owner Name (LN FN): **Herman Donald R**

Property Map



*Lot Dimensions are Estimated

Courtesy of Rick Chapman

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Property Detail

Generated on 01/22/2014

~~Use GIS Mapping on Island County Assessor~~



N/A	N/A	43,600	N/A
Beds	Bldg Sq Ft	Lot Sq Ft	Sale Price
N/A	N/A	RES-NEC	N/A
Baths	Yr Built	Type	Sale Date

B

Owner Information

Owner Name (LN FN):	Herman Donald R	Tax Billing Zip:	92082
Tax Billing Address:	27755 N Lake Wohlford Rd	Tax Billing Zip+4:	6736
Tax Billing City & State:	Valley Center, CA		

Location Information

Zip Code:	98277	Census Tract:	9705.00
School District Name:	Oak Harbor School District	Zoning:	OH
School District Code:	1		

Tax Information

Tax-ID:	R13203-488-4940	Parcel ID:	R132034884940
Alt. Tax-ID:	13620	Tax Area:	100
Legal Description:	34 FREUND DC - BG 823.85'S OF NE CR SD DC W460.75' TPB W109' S399' E109' N399' TPB		

Assessment & Tax

Assessment Year	2012	2011	2010
Assessed Value - Total	\$200,000	\$200,000	\$240,000
Assessed Value - Land	\$200,000	\$200,000	\$240,000
Market Value - Total	\$200,000	\$200,000	\$240,000
Market Value - Land	\$200,000	\$200,000	\$240,000
YOY Assessed Change (\$)	\$0	-\$40,000	
YOY Assessed Change (%)	0%	-16.67%	

Total Tax	Tax Year	YOY Tax Change (\$)	YOY Tax Change (%)
\$1,969	2010		
\$1,891	2012	-\$78	-3.98%
\$1,934	2013	\$43	2.26%

Characteristics

Lot Acres:	1.0009	Land Use:	Residential (NEC)
Lot Area:	43,600	County Land Use:	Residential

Estimated Value

RealAVM™(1):	\$339,560	Confidence Score:	69
RealAVM™ Range:	\$275,044 - \$404,076	Forecast Standard Deviation:	19
Value As Of:	01/10/2014		

(1) RealAVM™ is a CoreLogic® derived value and should not be used in lieu of an appraisal.

Last Market Sale & Sales History

Owner Name (LN FN):	Herman Donald R
---------------------	------------------------

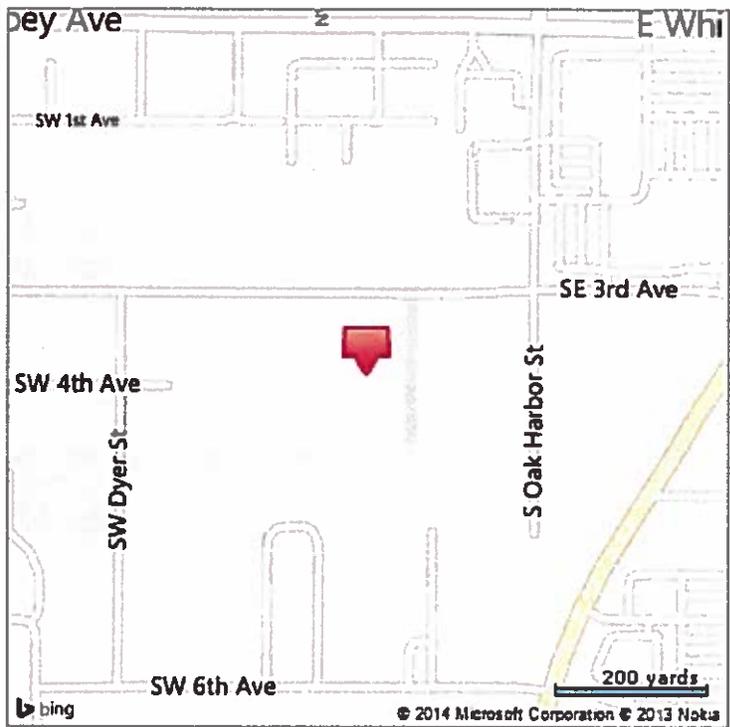
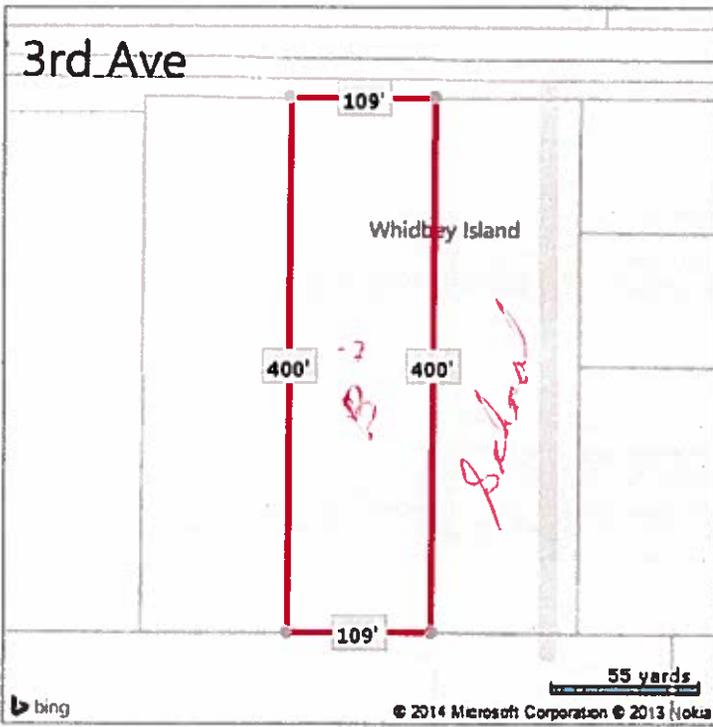
Courtesy of Rick Chapman

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Property Detail

Generated on 01/22/2014

Property Map



*Lot Dimensions are Estimated

Courtesy of Rick Chapman

The data within this report is compiled by CoreLogic from public and private sources. If desired, the accuracy of the data contained herein can be independently verified by the recipient of this report with the applicable county or municipality.

Property Detail

Generated on 01/22/2014

Cross Property Full

185 SW 3rd Ave, Oak Harbor 98277
 MLS#: 492225 Area: 813
 County: Island

CDOM: 243 Status: **Active**
 Proj: Oak Harbor
 CMTY: Oak Harbor

LP: \$225,000
 OLP: \$312,000



Remarks

Imagine 2 flat acres in the heart of the city within walking distance to everything! House has been neglected, but has enormous potential, so fix up the current house & have a nice estate in a fantastic location. Some mature trees, large flat lawn, plenty of room for a guest house or large shop/outbuilding. Potential to split the property into multiple single family plots. Zoned R1-development potential should be confirmed with city.

Agent Remarks

Sale includes Parcel# R13203-488-4940. House has great potential, but needs roof repair and deep cleaning/updating. Sold As-Is. Prelim: Land Title O.H. Will not qualify for VA or FHA in current condition. If any signs of squatters, please call L.A. Show Info: **MLS Keybox, Power Off, See Remarks, Vacant**

Agent/Office Information

Agent:	Hal Hovey (64013)	Agent Ph:	(360) 929-0261
Office:	Coldwell Banker Koetie R.E.	Office Ph:	(360) 675-5811 x324
Co Agent:	John Chambers (18977)	Co Ag Ph:	(360) 320-2199
Co Office:	Coldwell Banker Koetie R.E.	Co Off Ph:	(360) 675-5811 x328
Commission:	3	Fax:	(360) 679-1564
Occ Name:	Vacant	Occ Type:	Vacant
Own Name:	Herman	Own Ph:	(760) 749-2321
Own City:	Valley Center, CA	Ph Show:	(000) 000-0000

Yr Built: 1958 SF Src: Island County
 SF: 1,632 Prc/SF: \$137.87
 SFF: 1,632 SFU:
 Lt Sz: 2.011 ac / 87,600 sf
 Lt Dim: 219x400
 Directions: **From SR 20 In Oak Harbor, go west on Cabot/SW 3rd (light at Island Cafe) past Oak Harbor Avenue, to 1st house on left. Backs up to Oak Harbor Middle School.**

BR: 3 BTH: 1.75 FBT: 1 QBT: 1 HBT: FP: 2

General Information

Prop Type: **Single Family** SubType: **Residential** TaxID: **R132034884830**
 School D: **Oak Harbor** List Dt: **05/24/2013** Exp Dt:
 Mnth Dues: Mntly Rnt:

Additional Property Info

Ann Taxes:	\$5,151	Tax Year:	2013	Snr Expt:	No	Form 17:	Provided
Map Link:	Yes	ShowPub:	Yes	Prim Ttl:	Yes	3rd Prty:	None
Internet Ad:	Yes	Pro Blog:	Yes	Allow VI:	Yes	Bank/REO:	No
First Refusal:		Terms:	Cash Out, Rehab Loan			Possession:	Closing

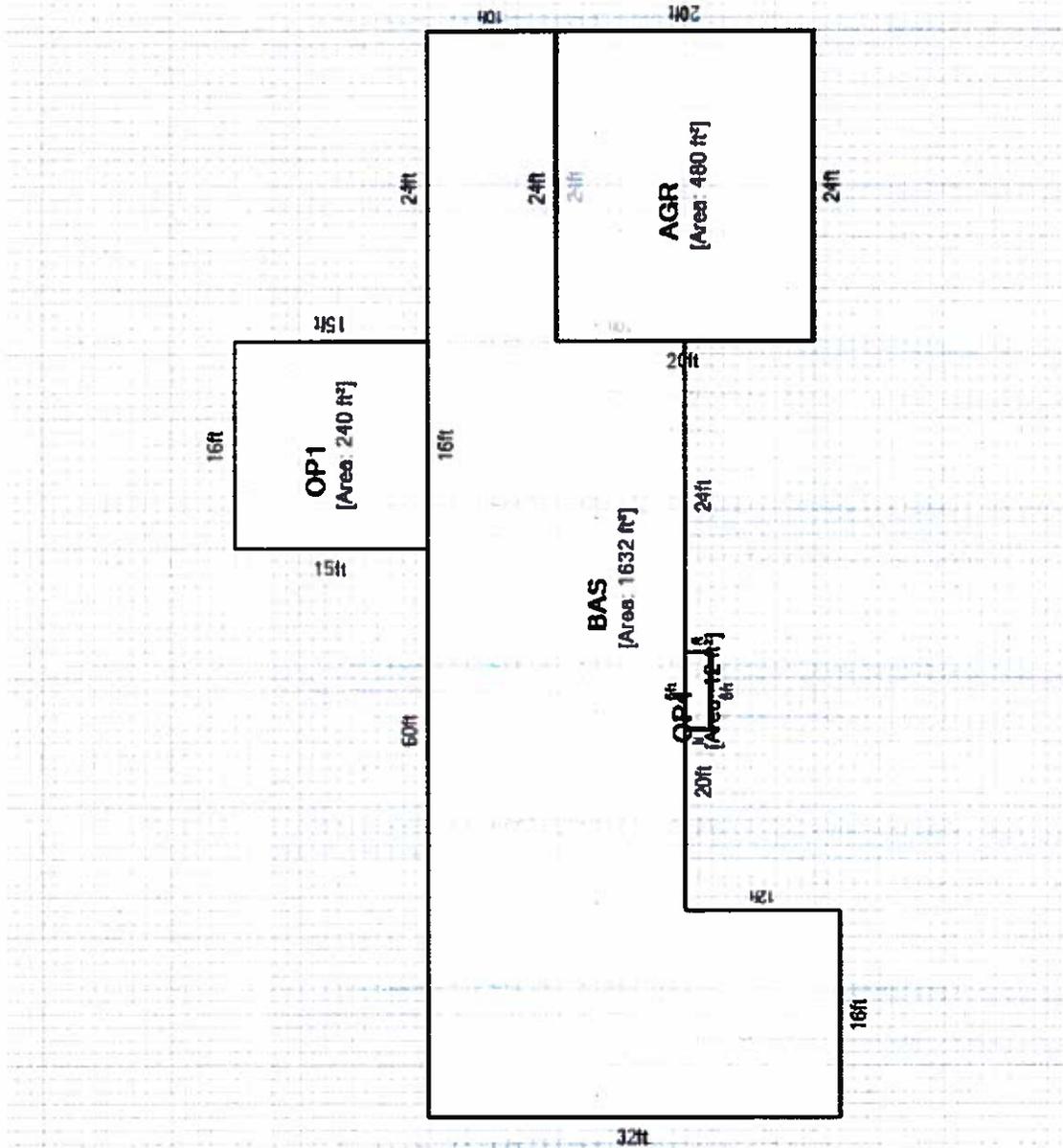
Listing Information

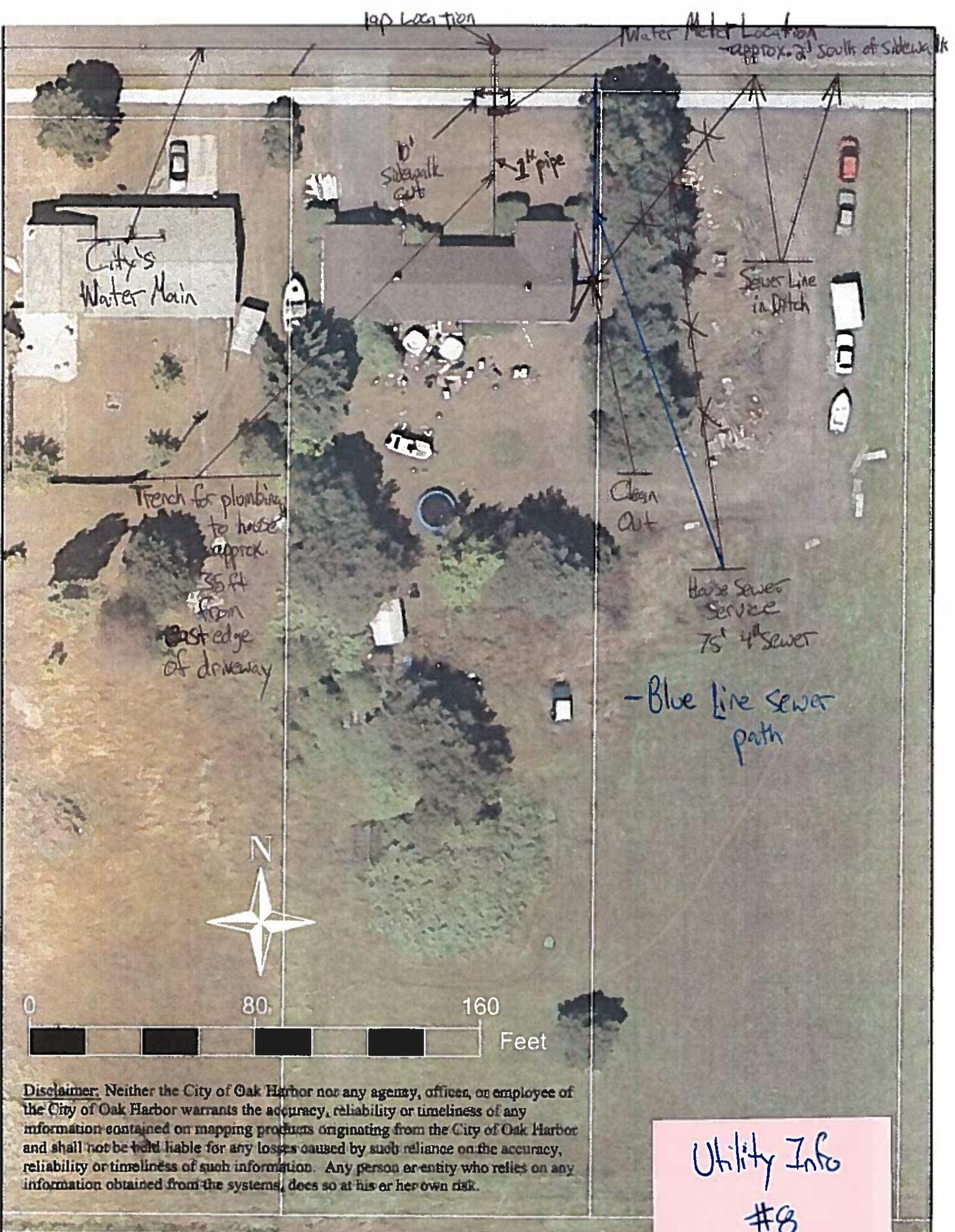
# Beds:	3	BldCond:	Fixer	Builder:	Built On Lot
Bath Full:	1	Archctr:		Leased Eq:	10 - 1 Story
Bath 3/4:	1	View:		Exterior:	Wood
Bath 1/2:		Wtr Heatr:		Foundation:	Concrete Block
Fireplaces:		Typ/Loc:		Zone Jur:	City
Entry:	X	Zone Cd:		Tt Cvr Prk:	2
LivingRoom:	X	PrkType:	Garage-Attached	Energy:	Electric, Wood
DiningRoom:	X	Heat/Cl:	Forced Air	Basement:	None
Kit w ES:	X	Lot Top/Veg:	Level	Roof:	Composition
Master Bd:	X	Lot Dtis:	Paved Street, Sidewalk		
FamilyRoom:	X	FloorCvr:	Hardwood, Vinyl, Wall to Wall Carpet		
UtilityRoom:	X	Appliances:	Dishwasher, Range/Oven, Refrigerator		
		Interior:	Dining Room		
		Features:	Outbuildings, Patio		
		SiteFeat:			

Utility Information

Bus Line:	Yes	Bus Rt#:		Pwr Co:	Puget Sound Energy
Sewer:	Sewer Connected			Sewer Co:	Oak Harbor
Water Src:	Individual Well			Wtr Co:	Individual Well
Recent:	01/10/2014 : \$ Reduced : \$312K->\$225K				

Residence at 185 SW 3rd Ave.





Disclaimer: Neither the City of Oak Harbor nor any agency, officer, or employee of the City of Oak Harbor warrants the accuracy, reliability or timeliness of any information contained on mapping products originating from the City of Oak Harbor and shall not be held liable for any losses caused by such reliance on the accuracy, reliability or timeliness of such information. Any person or entity who relies on any information obtained from the systems, does so at his or her own risk.

Utility Info
#8
ATTACHMENT 1

Item #8

Description of existing utilities that serve the property

Utilities that don't serve property:

1. No Cascade Natural Gas (CNG)
2. No electric power lines in ground. Above ground lines yes.
3. No TV cables in ground

Pictures of locates for 185 SW 3rd Avenue



General Utility Information:

- City water main approx. 10 " from edge of road
- City sewer in center of ditch line
 - o Approx. distance to pipe from street edge= 8' 7"
 - o Approx. depth, pulled from manhole top edge= 5'

Supporting pictures





Development Services
 City Hall:
 865 S.E. Barrington Drive
 Oak Harbor, WA 98277
 (360) 279-4500
 Fax No: (360) 279-4519

Permit #: WMT-14-00050
 Issue date: 08/22/2014
 Expire date: 08/22/2015

24 Hours Notice Required for Inspections

Job Address: 185 SW 3RD AVE
 OAK HARBOR WA 98277

Parcel #: Permit Type: meter installation
 Project: NEW BUILDING SUPPLY SERVICE
 Description of work: Install 5/8" radio read meter

Applicant:	VALLEY HIGH INVESTMENTS INC	Owner:	VALLEY HIGH INVESTMENTS INC
Address:	PO BOX 399 OAK HARBOR, WA 98277	Address:	PO BOX 399 OAK HARBOR WA 98277
Phone:		Phone:	
Contractor:	C JOHNSON CONSTRUCTION INC.		
Address:	PO BOX 1467 OAK HARBOR WA 98277		
Phone:	(360) 675-4848		
License #:			

General Information:

Meters on Service 1 meter size 3/4

Fees:			
material 4	252.66	Labor Revised 2	26.45
tax revised 6	24.28		
	Total Calculated:		
	303.39		
	Deposits/Receipts:		
	0.00		
	Total Due:		
	303.39		

City of
 Oak Harbor
 AUG 28 2014
 PAID
 Finance Department

This permit will remain valid for one year * provided that the work is commenced within 180 days after issuance. This permit will become null and void after 180 days if the approved work has not yet been commenced, or the work is suspended or abandoned for a period of 180 days after the works has commenced. This signed permit will act as a receipt of approval to the above described work detailed in the approved plans and specifications. This permit is subject to all provisions of the local, state or federal laws and ordinances governing this type of work, whether stated herein or not. I hereby certify that I have read and examined this permit and know the same to be true and correct

* Unless a different length of time is specified by the Oak Harbor Municipal Code.

[Signature]
 Applicant Signature Date 8/28/14

[Signature] 8/22/14
 Issued By: Date



Development Services
 City Hall:
 865 S.E. Barrington Drive
 Oak Harbor, WA 98277
 (360) 279-4500
 Fax No: (360) 279-4519

Permit #: WTR-14-00055
 Issue date: 08/22/2014
 Expire date: 08/21/2015

24 Hours Notice Required for Inspections

Job Address: 185 SW 3RD AVE
 OAK HARBOR WA 98277

Parcel #: **Permit Type:** Complex Water Connection Permit
Project: NEW BUILDING SUPPLY SERVICE

Description of work: 1 tap to 8" water main, 1 service from main to property line, 1 service from property line to bldg. Visual inspection required. For inspection from meter to buildings call the Building Inspection Line at 279-4569.

Applicant: VALLEY HIGH INVESTMENTS INC
Address: PO BOX 399
 OAK HARBOR, WA 98277
Phone:
Contractor: C JOHNSON CONSTRUCTION INC.
Address: PO BOX 1467
 OAK HARBOR WA 98277
Phone: (360) 675-4848
License #:

Owner: VALLEY HIGH INVESTMENTS INC
Address: PO BOX 399
 OAK HARBOR WA 98277
Phone:

General Information:

Existing Well:	Y Water Sys Dev Credit Agree	N Water Sys Dev 2	3/4
Service Size:	1 Water Agreement:	N Special Connection Charge:	2750
Number of Lots	1 Waterline less than 100 ft	N Abandon Well:	Y
Perm/Temp	PERM Water Availability Form:	N Type of Use:	RES
Water Meter Size	3/4 New Connection	1 Wat.Meter/Setter/Box Purch	N
No. of Water Taps	1 Build Supply Service Inspec	1 irrigation meter	N
deduct meter	N Existing Water Meter:	N Bill of Sale Required?	N
Main Size:	8 Utility Mainline Extension:	N Service Location:	OAK
No. of 3/4" Water Meters	1 Water Meter to be upgradec	N # Meters on Service	1

Fees:

Water Main Tap Fee	38.00	Special Connection Charge-WTR	2,750.00
Water Service Inspec2	75.00	Build Supply Service Insp Fee	75.00
Water Sys Dev Fee Rev1	3,081.00	3/4" Water Service Deposit	600.00

Total Calculated: 6,619.00
 Deposits/Receipts: 0.00
 Total Due: 6,619.00

City of
 Oak Harbor

Conditions of Approval: Special Connection Charge of \$2,750.00 assessed per OHMC 13.28

AUG 28 2014

Disconnect from well must be inspected. Contact Tim Shelley at 279-4763 for inspections.

PAID

Asbuilt required at time of inspection.

Finance Department

There is a likelihood of encountering cultural resources at this construction site. A signed copy of the Unanticipated Discoveries Protocol shall be kept onsite.

This permit will remain valid for one year * provided that the work is commenced within 180 days after issuance. This permit will become null and void after 180 days if the approved work has not yet been commenced, or the work is suspended or abandoned for a period of 180 days after the works has commenced. This signed permit will act as a receipt of approval to the above described work detailed in the approved plans and specifications. This permit is subject to all provisions of the local, state or federal laws and ordinances governing this type of work, whether stated herein or not.

I hereby certify that I have read and examined this permit and know the same to be true and correct

* Unless a different length of time is specified by the Oak Harbor Municipal Code.

Julia Tucker Co. Rep 8/28/14
 Applicant Signature Date

[Signature] 8/22/14
 Issued By: Date

ATTACHMENT 1

AFTER RECORDING RETURN TO:

City of Oak Harbor
865 S.E. Barrington Drive
Oak Harbor, WA 98277

**CITY OF OAK HARBOR
WATER METER EASEMENT**

Grantor: Valley High Investments, Inc.
Grantee: CITY OF OAK HARBOR
Short Legal: 35 FREUND DC - BG 823.85'S OF NE CR SD DC W569.75' TPB W109.68'
S399' E109.68' N399' TPB
Tax Parcel: R13203-488-4830

THIS INDENTURE made this 28th day of August, 20 14, between Valley High Investments, Inc., hereinafter referred to as "Grantor," and the CITY OF OAK HARBOR, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee";
WITNESSETH:

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Island, State of Washington described as follows:

See **EXHIBIT A**
attached hereto and incorporated herein by this reference

and,

WHEREAS, Grantee is desirous of acquiring certain rights and privileges over, under, through, across, in, upon and above said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, its successors and assigns and its contractors, agents, permittees and licensees, the perpetual right, privilege and authority to install, construct, alter, improve, repair, operate and maintain a water meter, water lines, pipes and appurtenances over, under, through, across, in, upon and above the following described lands and premises situated in the County of Island, State of Washington, to-wit:

Water Meter Easement - 1
OH0016 water Meter

An easement as described in **Exhibit B** attached hereto and incorporated herein by this reference

or as located upon the **EXHIBIT A** property

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purposes of meter reading, inspecting, constructing, reconstructing, repairing, renewing, altering, changing, patrolling and operating said water meter and pipelines lines, and updating said facilities and appurtenances to present and future technological standards, and the right at any time to remove said lines and appurtenances from said lands; provided, nothing herein shall be deemed to obligate Grantee to so do.

The Grantor shall not erect any buildings, structures, patios, or other construction of any nature on said easement.

The Grantor covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same; that same is free and clear of encumbrances, except as herein indicated; and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and its heirs, successors and assigns forever.

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

GRANTOR:

Valley High Investments, Inc.

Julia Taylor
Company Representative

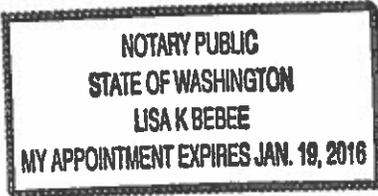
Water Meter Easement - 2
OH0016 water Meter

INDIVIDUAL NOTARY:

STATE OF WASHINGTON)
)ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that Julia Price
is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they
signed this instrument and acknowledged it to be his/her/their free and voluntary act for the
uses and purposes mentioned in the instrument.

DATED this 22nd day of August, 2014



Lisa K Bebee
Lisa K Bebee
(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Oak Harbor WA
My commission expires Jan. 19, 2016

REPRESENTATIVE NOTARY:

STATE OF WASHINGTON)
)ss.
COUNTY OF ISLAND)

I certify that I know or have satisfactory evidence that _____
is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they
signed this instrument, on oath stated that he/she/they was/were authorized to execute the
instrument and acknowledged it as the _____
of _____ to be the free and voluntary act
of such party for the uses and purposes mentioned in the instrument.

DATED this _____ day of _____.

(Legibly print name of notary)
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires _____

Water Meter Easement - 3
OH0016 water Meter

**EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY**

That portion of the Ulrich Freund Donation Claim, located in Section 3, Township 32 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point 823.85 feet South of the Northeast corner of the Ulrich Freund Donation Claim;

Thence West 569.75 feet to the true point of beginning;

Thence West 109.68 feet;

Thence South 399 feet;

Thence East 109.68 feet;

Thence North 399 feet to the true point of beginning;

Situate in Island County, Washington

**EXHIBIT B
LEGAL DESCRIPTION OF EASEMENT**

That portion of the Ulrich Freund Donation Claim, located in Section 3, Township 32 North, Range 1 East of the Willamette Meridian, described as follows:

Beginning at a point 823.85 feet South of the Northeast corner of the Ulrich Freund Donation Claim;

Thence West 569.75 feet to the true point of beginning;

Thence West 109.68 feet along the Southern Right of Way line for SE 3rd Avenue;

Thence South 10 feet along the West line of the property described in Exhibit A;

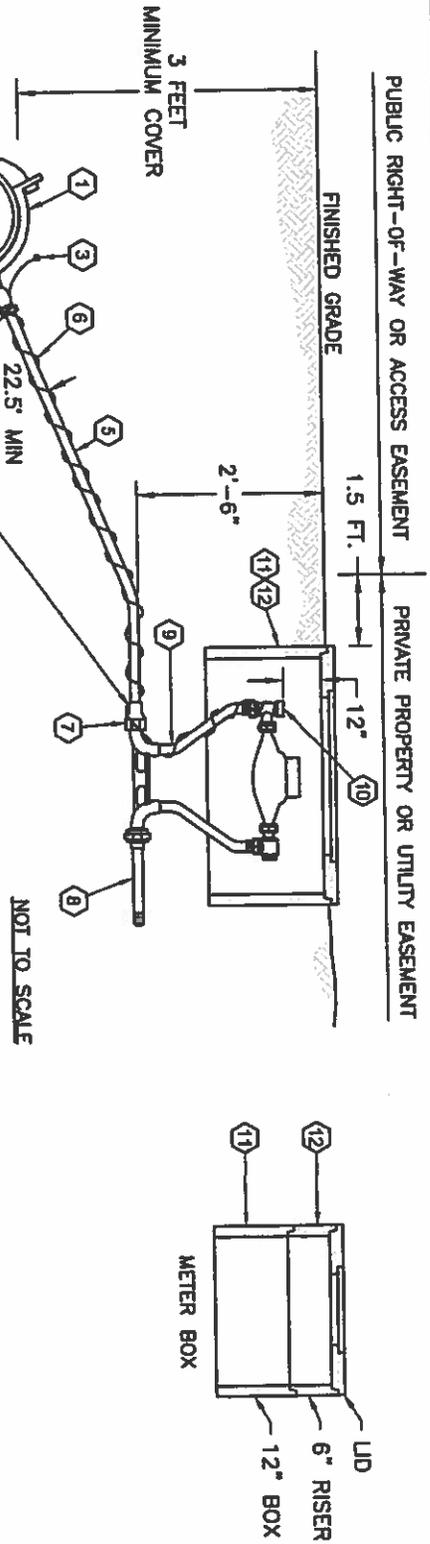
Thence East 109.68 feet to the East line of the property described in Exhibit A;

Thence North 10 feet along the East line of the property described in Exhibit A to the true point of beginning.

Situate in Island County, Washington

Water Meter Easement - 4
OH0016 water Meter

Contractor Info

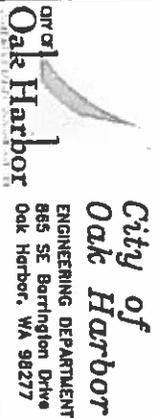


SINGLE 5/8" X 3/4" METERED SERVICE

NO.	ITEM	DESCRIPTION	QUANTITY	PART NUMBER	BRAND
1	SADDLE	ALL BRASS BY 1" IPT TAP	1	S91-SERIES / 202B SERIES	FORD
2	CORP STOP	1" IPT (M) X PEP GJ	1	F-1101-4G-NL	FORD
3	WIRE CONNECTOR	3-WAY SEALED/TAPE	1	903 / 6147	IBS
4	STIFFENERS	SS INSERT FOR 1" PEP IPS PIPE	2	# 72	
5	PIPE	1" IRON PIPE SIZE PEP 200PSI	AS NEEDED	PE3408	
6	LOCATE WIRE	12 GAUGE COPPER, BLUE	AS NEEDED		
7	ADAPTER	3/4"(M) IPT X 1" PEP GJ	1	C86-34-G-NL	FORD
8	NIPPLE	3/4" IPT X 1PT X 1/2" BRASS	1	3007N120	
9	METER SETTER	3/4" IPT X 1PT X 1/8" W/ DBL CHECK	1	VH-T72-18W-1133-NL	FORD
10	METER LOCK	FRAMATIC METER LOCK	1		
11	METER BOX *	CONC W/ STEEL READER	1	#1 W/ STL RDR, CONC LID	BERG V.L.T
12	METER BOX RISER	6" CONCRETE	1	#1	BERG V.L.T

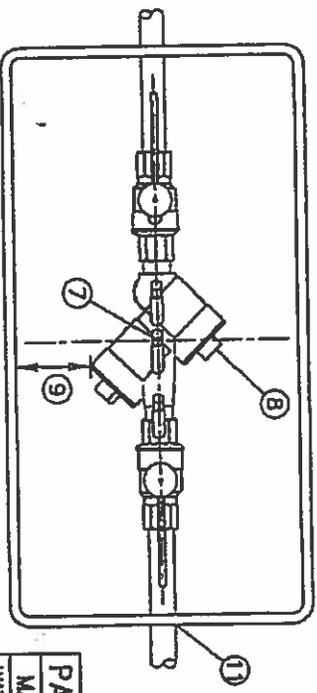
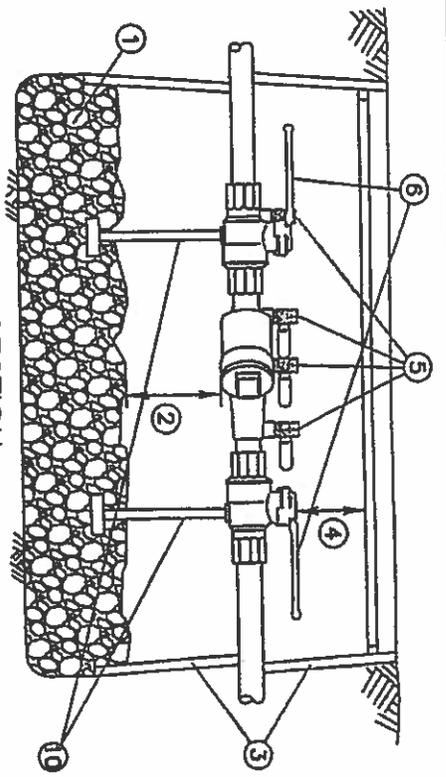
NOTE: DETAIL IS SCHEMATIC. ACTUAL ITEM SPECIFIED IN MATERIAL LIST MAY VARY IN STYLE OR APPEARANCE.

- NOTES:**
- CONTRACTORS SHALL USE THE MATERIAL LIST SHOWN. SUBSTITUTION REQUESTS WILL BE CONSIDERED BUT MUST BE APPROVED BY THE CITY PRIOR TO INSTALLATION.
 - AN OLYMPIC FOUNDRY SM-29 TRAFFIC BOX SHALL BE USED FOR METERS SET IN PAVED AREAS, DRIVEWAYS, SIDEWALKS, ETC.
 - ALL SETTERS SHALL BE SET FLUSH, PLUMB, AND CENTERED IN THE METER BOX.
 - INSTALL WATER SERVICE LINE PERPENDICULAR TO MAIN. CORPORATION STOP TO BE IN FULL ON POSITION PRIOR TO PLACEMENT OF BACKFILL.
 - SERVICE LINE AND SETTER SHALL BE FLUSHED FOR 1-MINUTES. MUD, FOREIGN MATERIALS OR CONTAMINANTS SHALL NOT BE PERMITTED TO ENTER ANY TUBING OR FITTINGS. A TIGHT FITTING CAP SHALL BE INSTALLED OVER OPEN END OF FITTING (MAKE WATER TIGHT) IF SERVICE CONNECTION IS NOT COMPLETE TO BUILDING.
 - WATER SERVICE FROM THE METER TO THE BUILDING SHALL BE INSTALLED IN ACCORDANCE WITH THE UNIFORM PLUMBING CODE (UPC).
 - BACK FLOW PREVENTION DEVICES SHALL BE INSTALLED FOR ALL IRRIGATION CONTINUATION OF THE CITY WATER SUPPLY. METER BOXES SHALL BE SET ON A SAND BASE THAT IS PLACED TO WITHIN 18" OF FINISH GRADE.
 - SERVICE LINE SHALL HAVE A MINIMUM OF 4" DEPTH OF SAND BEDDING ABOVE AND BELOW THE PIPE.
 - TOP OF LID SHALL BE 2" ABOVE FINISHED GRADE EXCEPT WHEN IN HARD SURFACE.
 - ALL BRASS AND BRONZE WATER SYSTEM COMPONENTS USED IN POTABLE WATER SUPPLY SYSTEMS, EXCEPT FOR SERVICE SADDLES, FIRE HYDRANTS, AND DISTRIBUTION MAIN GATE VALVES 2" IN DIAMETER OR LARGER, SHALL BE DEMONSTRATED TO HAVE BEEN TESTED AND CERTIFIED AS "LEAD-FREE" IN COMPLIANCE WITH THE REDUCTION OF LEAD IN DRINKING WATER ACT.



**SINGLE WATER SERVICE
5/8 X 3/4-INCH METER**

ACAD-W-3A 5_8 X 3_4-inch water meter.dwg



NOTES:

- ① IF DAYLIGHT DRAIN SYSTEM CANNOT BE PROVIDED THEN INSTALL A 6" MINIMUM LAYER OF 1" ROUND WASHED GRAVEL AT THE BOTTOM OF THE BOX.
- ② MINIMUM OF 6" BETWEEN LOWEST POINT OF DEVICE AND DRAIN ROCK.
- ③ TWO NO. 2 METER BOXES STACKED ON TOP OF EACH OTHER OR APPROVED EQUAL. MINIMUM 14" X 20" LID OPENING.
- ④ MINIMUM OF 6" AND A MAXIMUM OF 12" DISTANCE BETWEEN UNDERSIDE OF LID AND HIGHEST POINT OF THE DEVICE.
- ⑤ THE DEVICE MUST BE EQUIPPED WITH FOUR RESILIENT SEATED TEST COCKS WITH PLUGS INSTALLED. THE ASSEMBLY MUST ALSO BE INSTALLED WITH THE TEST COCKS FACING UP OR TO ONE SIDE. PLUGS SHALL BE THREADED BRASS.
- ⑥ THE DEVICE MUST ALSO BE EQUIPPED WITH TWO RESILIENT SEATED SHUT OFF VALVES.
- ⑦ CENTER DEVICE IN BOX.
- ⑧ Y-PATTERN D.C.V.A. SHOULD BE INSTALLED ON SIDE WITH TESTCOCKS FACING UPWARDS.
- ⑨ A MINIMUM DISTANCE OF 6" IS REQUIRED BETWEEN THE SIDE OF THE BOX AND THE TEST COCKS WHEN THEY ARE INSTALLED SIDE WAYS.
- ⑩ SUPPORTS WILL BE REQUIRED ON 2" AND LARGER DEVICES AS SHOWN.
- ⑪ SEAL PIPE CUTOUTS AND UNDERLAY DRAIN ROCK WITH WEED CONTROL FABRIC OR POLYETHYLENE TO PREVENT SOIL INTRUSION.

APPROVED
 City of Oak Harbor
 Engineering Dept.

8-8-06
 Date

GENERAL REQUIREMENTS:

- 1. THE D.C.V.A. CHOSEN MUST BE ON THE MOST RECENT WASHINGTON STATE APPROVAL LISTING.
- 2. THE D.C.V.A. MUST BE TESTED BY A WASHINGTON STATE CERTIFIED BACKFLOW ASSEMBLY TESTER AT THE TIME OF INSTALLATION, ANNUALLY, AND WHEN MOVED OR REPAIRED.
- 3. ALL INSTALLATION MUST MEET MANUFACTURERS SPECIFICATIONS AND THE MINIMUM STANDARDS OF THE U.P.C. INSTALLATION INSPECTION BY CITY OF OAK HARBOR IS REQUIRED BEFORE WATER SERVICE IS ACTIVATED.

PARTIAL LISTING OF STATE APPROVED DOUBLE CHECK VALVE ASSEMBLIES

MAKE	MODEL	SIZES	SHUTOFFS
WATTS	U007M1QT	3/4" OR 1"	- WATTS FIGURE FBV (FBV-E)-QT OR WATTS SERIES 6080 (& 6080-E)-QT
WATTS	950XL	3/4"	- FORTUNE FIGURE 620-QT (FORMERLY FIGURE 601 PRIVATE LABELED AS: AMES, BUCKNER, FEBCO, FLOMATIC, HERSEY AND WILKINS)
WILKINS	975XL	3/4" 1" 1 1/2" OR 2"	- NIGBO BALL VALVES (FEBCO SERIES 622-QT & WILKINS SERIES 855-QT)
WILKINS	975XL	1 1/4"	- FORTUNE FIGURE 620-QT (FORMERLY FIGURE 601 PRIVATE LABELED AS: AMES, BUCKNER, FEBCO, FLOMATIC, HERSEY AND WILKINS)
WATTS	995QT	3/4" 1" 1 1/4" OR 1 1/2"	- FORTUNE FIGURE 620-QT (FORMERLY FIGURE 601 PRIVATE LABELED AS: AMES, BUCKNER, FEBCO, FLOMATIC, HERSEY AND WILKINS)

SHUTOFFS

City of Oak Harbor
 ENGINEERING DEPARTMENT
 865 SE Barrington Drive
 Oak Harbor, WA 98277

DOUBLE CHECK VALVE ASSEMBLY - 0.75-2.5"

ACAD-W-11 Double Check Valve .75 to 2.5 inch.dwg

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Approx. Location of well

Disconnect Location

CITY OF OAK HARBOR

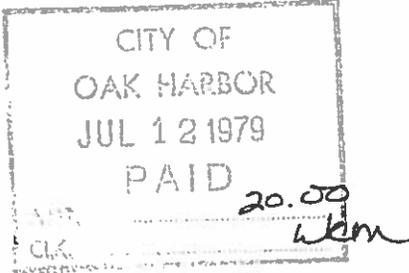
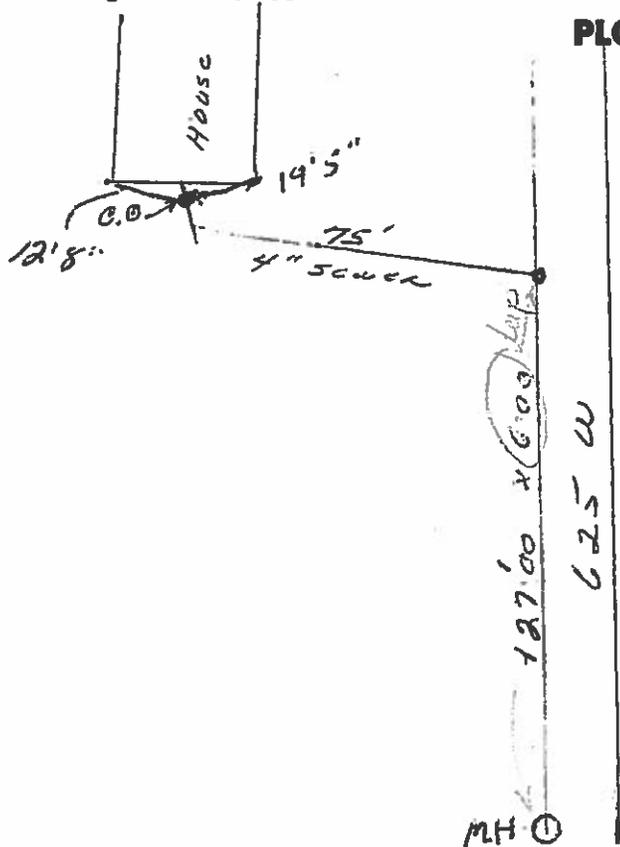
APPLICATION FOR BUILDING SEWER PERMIT

OWNER Don Howard Address

Lot.....Block.....Subdivision.....Street.....

Permit No.....Fee \$.....Fee Receipt No.....Date.....

The undersigned hereby applies for permission to construct a building sewer as indicated hereon:

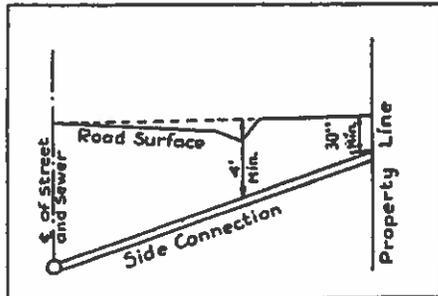


I hereby certify that the above connection has been made as shown.

CITY ENGINEER:.....Date:.....

PERMISSION IS HEREBY GRANTED to construct a building sewer as above applied for, on the following conditions:

1. That an experienced Building Sewer Contractor must be employed to construct building sewer on the public thoroughfare above indicated.
2. Sewer pipe must have at least 30 inches cover at property line, (see sketch), and 18 inches on private property; minimum grade, 1/4 inch per foot. No bend sharper than 1/4 will be permitted without a clean out.
3. Backfill all excavated earth into trench after inspection and approval by City Engineer, by tamping or water settling, and clean up street on completion of work.
4. All ditches to be safe-guarded with lanterns and barricades and such other precautions necessary to protect the public.
5. The owner and his contractor hereby agree to accept full responsibility for any damage which might result from the prosecution of this work.
6. The owner agrees to maintain the building sewer in accordance with the ordinance and regulations of the city of Oak Harbor and to permit entry by City employes for inspection.



Owner:.....

By:.....

Contractor:.....

CITY ENGINEER
CITY OF OAK HARBOR



Hydrant Locations

W. WHIDEY AVE.

SW 3RD AVE.

OAK HARBOP ST

ATTACHMENT 1

APL
 4 9 10 83
 44 7 12 43 22 141 21
 64 8 11 63 62 63 61
 43 44 45 46 47 48

SW DISCOVERY ST
 5 9 21
 6 10 41
 7 11 61
 8 12 81
 13 14 15 16
 40 60 80
 29 30 31 32 33 34 35 36

SW CRUISE ST
 13 14 15 16
 40 60 80
 29 30 31 32 33 34 35 36

WHITE COTTAGES
 TR. A
 161
 75
 101
 151
 B-2
 220
 264
 319
 335
 351
 367
 388
 403
 419
 461
 497
 517
 543
 571
 23 24 25 26 27 28
 624
 540
 6623
 498
 509
 521
 520
 550
 531

SE'S
 481
 480
 450
 451
 329
 383
 1 2 3 4 5
 15 16 17 18

STON
 485
 449
 430
 424
 418
 1 2 3 4
 11 12 13 14

330 335 357 372 394 583 123 173 319 395 451
 3 4 5 6 7 8
 11 12 13 14 15 16 17 18

185 184 160 136 128 84 52 26
 185 250 263 319 335 357 372 394 583 123 173 319 395 451
 3 4 5 6 7 8
 11 12 13 14 15 16 17 18

350 416 434 480 31955
 1 2
 350 416 434 480 31955

8" PVC
 32185
 GA
 1
 34 3



Item #9

Description of street and sidewalks adjacent to the property

Dimensions:

1. Sidewalk width= 5'
2. Individual sidewalk square length= 5'
3. Sidewalk depth= 4 ½ "
4. Curb= N/A. Road is flush with grass that transitions into storm water ditch.
5. Width of road= 26' 6"
6. Width of ditch, entire grass area that constitutes ditch= approx. 14' 8"
7. Width of ditch, from where tapering off/slope begins= approx. 7'

6. Pictures



7. Pictures



Description of Adjacent Uses	Proximity to the Subject Property	Shared Easements
<p>Oak Harbor Assembly of God Church is used for congregation of church goers and a place for prayer. They offer various programs for children and adults that allow the spiritual to connect</p>	<p>The building is approximately 288 feet from the NW corner of parcel A</p>	
<p>Oak Harbor Middle School is a location where children from grade six to eight receive an education</p>	<p>The school facility is approximately 30 feet away from the southern edge of parcel B.</p>	
<p>Directly to the east of parcel B is an additional parcel owned by the Oak Harbor School District. Currently there is an access road that leads from Sw 3rd Ave. to the back of the school. Other than the road there are no additional structures on the parcel.</p>	<p>The road starts approximately 64 feet from the easterly edge of parcel B.</p>	
<p>To the north across SW 3rd Ave. lies another church. The First Reformed Church is considerably larger than the one that lies to the west but offers very similar services to the citizens of Oak Harbor.</p>	<p>The church structure is approximately 135 feet from the northern boarder of Parcel A.</p>	
<p>To the east of the school district parcel of the northern portion lies Oak Grove Apartments. This is an R-4 zone, designated for Multi-Family residential. This is the highest density in the residential category.</p>	<p>The school parcel butts up to the apartment complex and allows for side parking for some of the residents.</p>	
<p>In the southern portion of the school district parcel to the east lies an additional apartment complex, Idylewood Apartments. Again this adjacent parcel is in the R-4 zoning district.</p>	<p>The building starts approximately 80 feet from the eastern edge of the school district parcel. In between is unused grassland presumably to provide a lawn for the residents along with additional bushes.</p>	



Properties Located Within 300 feet of 3rd Avenue Parcels

Actual Property Address	Parcel I.D.	Owner's Address	Owner	Direction From Parcels
264 SW 3rd Ave., OH, WA, 98277	R13334-004-4800	250 SW 3rd Ave., OH, WA, 98277	First Reformed Church	N
2-114 SW 3rd Ave., OH, WA, 98277 Note: No street address, east of above	R13334-004-4460	250 SW 3rd Ave., OH, WA, 98277	First Reformed Church	NE
151 S. Oak Harbor Rd., OH, WA	R13335-019-0650	1218 3rd Ave. Suite 2201, Seattle WA, 98101	Commodore Associates	NE
319 SW 3rd Ave., OH, WA, 98277	R13203-476-4690	319 SW 3rd Ave., OH, WA, 98277	Oak Harbor Assembly of God Church	W
79 SW 3rd Ave., OH, WA, 98277	R13202-502-5200	405 Fieldstron Rd. #105, Bellingham, WA, 98225	Harborland LTD Partnership	E
65 SW 3rd Ave., OH, WA, 98277	R13202-494-0040	405 Fieldstron Rd. #105, Bellingham, WA, 98225	Harborland LTD Partnership	E
395 S. Oak Harbor St., OH, WA, 98277	R13202-478-0070	1234 Lombardy Ln. OH, WA, 98277	Walden Family LLC	E (from S portion)
455 S. Oak Harbor St., OH, WA, 98277	R13202-464-0030	PO Box 2622 OH, WA, 98277	Churchill, George	SE
495 S Oak Harbor St., OH, WA, 98277	R13202-452-0030	495 S Oak Harbor St., OH, WA, 98277	Oak Harbor baptist Church	SE
150 SW 6th Ave., OH, WA, 98277	R13203-432-4710	200 SE Midway Blvd. OH, WA, 98277	Oak Harbor School District #201	S
No Address, parcel directly East of ours, adjacent to parcel B	R13203-488-5060	200 SE Midway Blvd. OH, WA, 98277	Oak Harbor School District #201	E
50 SW 6th St., OH, WA, 98277	R13202-440-0030	PO Box 737, OH, WA, 98277	Southern Baptist Church of Oak Harbor	SE

Included in Application

July 9, 2015

RE: Land Use change from Low Density Residential to Limited-Multi-Family Residential - 185 SW 3rd Avenue and adjacent parcels (R13203-488-4830, R13203-348-4940 and R13203-488-5060)

You are receiving this letter since you own or rent property within 300 feet of the above referenced properties. Of the three referenced properties above, two of them are owned by Valley High Investments Inc. and the third belongs to the Oak Harbor School District (OHSD). The City has received a request to change the land use designation for these properties from Low Density Residential to Limited Multi-Family Residential. The change, if approved, will allow the property owner to develop the property with a slightly higher density. The current designation allows a min of 3 and a maximum of 6 dwelling units/acre and the proposed change will allow a minimum of 3 and maximum of 12 dwelling units/acre.

The application for the amendment does not indicate any plans for the property owned by the OHSD. The property was included in the proposal because it allows for a good transition between the properties owned by Valley High Investment Inc. and the properties to the east along S. Oak Harbor Street that are designated Multi-Family Residential.

Changing a property's land use designation is an amendment to the Comprehensive Plan. The Planning Commission is the body that is primarily responsible for considering these amendments. The Planning Commission holds a public hearing and then makes recommendations to the City Council on the amendment. The City Council considers the recommendations and takes final action. The final action on the amendments usually occur at the end of the year.

On July 28, 2015, at 7:30pm or shortly after, the Planning Commission will hold a public hearing regarding this proposed amendment. If you have comments or questions related to the land use change, you are welcome to attend the Planning Commission meeting and share your thoughts. If you prefer, comments can also be mailed to 2015 Comp Plan Amndt, Attn. Cac Kamak, 865 SE Barrington Drive, Oak Harbor, WA 98277 Comments can all be emailed to ckamak@oakharbor.org.

Sincerely,

Cac Kamak, AICP
Senior Planner

Item #12- Rationale for Amendment

This document provides rationale for the proposed minor amendment to the land use element of the Comprehensive Plan. The zoning change of the parcel located at 185 SW 3rd Avenue along with the two parcels directly to the east provides many benefits to the city of Oak Harbor and its citizens. The benefit is primarily accomplished by satisfying various goals set forth by the city, county, and state of Washington. The remainder of the document will display how the goals are met and will lay out how altering the current land use and zoning designations of the properties will create utility for many different groups.

The proposed amendment satisfies four out of five goals stated under the Washington Sate Growth Management Act (GMA) and partially meets the fifth goal. The rezone of the property will definitely reduce urban sprawl, goal one set under the GMA. Instead of annexing more land into the Urban Growth Area of the city to combat expected population growth the resulting increase in density from the proposed change will increase density with no additional land needed. This is an example of infill, which in turn will promote community growth. All but three of the parcels currently in the UGA designated for residential use are low density residential and it would require annexation of an additional acre to the UGA in order to accomplish the same result as the zone change

The additional land that is spared from annexation to the UGA as a result of the approval of our amendment will also result in partially satisfying goal four, open space and recreation. Keeping higher density near the city core will encourage conservation of fish and wildlife habitat, an aspect that makes our city very unique. Although the next piece of land added to the UGA may not have significant effects on this goal, deciding to add land instead of increasing density will eventually be detrimental to the environment animals rely on to flourish and has a negative impact on the rural character of Island County.

Since the parcels in this application are located very close to Community Commercial, Highway Corridor Commercial, Residential Office, Public Facilities and the Central Business District it easily accomplishes goals one and three of the GMA. This land provides easy access to facilities and services citizens utilize everyday and it is only logical to have more people living within the heart of the city. Having a higher density near all these businesses creates convenience for the citizens as well as increases the cliental base and economic opportunity for businesses in the area. Many different public facilities such as schools are within reasonable walking distance, which gives citizens the benefit of choice and reduces transportation requirements along with congestion on the roadways. The adjacent land to theses parcels is a middle school to the south and churches to the west and east. Public facilities are a stone throw away; Oak Harbor High School roughly eight blocks, Broad View Elementary School about four and Spring Tree Park three. It is safe to say this area has adequate public facilities and services, more than enough to not compromise those services with the relatively small change in density.

The fifth goal of citizen participation and coordination is accomplished automatically through the amendment process. The amendment process allows

citizens access to information on what the land use alteration will do. In addition the schedule allows them the opportunity to contribute by providing comment as well as having the option to sit in on a public hearing concerning the amendment, all items accomplished during the summer months of the year.

I believe that the proposed rezone has many other positives besides accomplishing the few goals laid out by the state. One thing is transportation that is partially covered above. There is a bus stop located on Oak Harbor Ave. and this ease of access with further reduces congestion of the main roadways. Even if citizens need to travel to facilities and places of service outside of reasonable walking distance having this convenient location for public transportation will result in less cars on main roadways. The land location also provides easy access to safe and convenient collector and arterial streets thus further reducing congestions on the busiest routes, namely SR-20.

The change in land use from R-1 and R-2 seems very logical since it provides a natural buffer or segues from the R-4 designation located directly east of the school district parcel. The R-4 designation is the highest residential use allowed within the city and the stark contrast from the highest to lowest residential designation should be addressed. In addition these parcels are the only source of R-1 in the close vicinity. The remaining land surrounding the parcels are owned by the churches so the increase in density would not negatively affect the feel and integrity of a residential neighborhood. It makes sense for the parcels to increase allowable density and be more visually similar to the adjacent apartments to give the area a cohesive look and feel. This idea satisfies City of Oak Harbor Goal 11 by accomplishing the policy a., preserving the integrity of the existing neighborhood by ensuring that infill development is compatible with existing development patterns. The exact same development pattern is located just a block north where there is a current R-4 to R-2 boundary. The proposed amendment aligns with many of the other policies stated under Goal 11 of the Comprehensive Plan as well.

Stated City goals justification:
(Under sub category of community identity)

Goal 9 - To consider and, where appropriate, implement the Navy's Air Installation Compatible Use Zones (AICUZ) recommendations, and all other pertinent related information, in making land use decisions.

[See Attached Zoning/Land Use Map](#)

Policies:

9.a- Require residential development to occur outside of high aircraft noise level areas (above 70 Ldn).

[Parcels in question designated 60-65 AICUZ noise zone, lowest designation within the city on map.](#)

9.b-Encourage residential development to locate outside of moderate aircraft noise areas (60 to 70 Ldn), allowing for residential development where a demonstrated need exists and compliance is met with policy 9.e.

[Located in noise sub district A \(60-65 Ldn\) Already designated residential so no](#)

major change. Need is demonstrated elsewhere in justification document and policy 9.e. will be met at time of dwelling unit construction.

9.c- Ensure that land use and population densities in Accident Potential Zones remain low to conserve the highest degree of public health, safety, and welfare.

There are 3 types of Accident Potential Zones:

- *Clear Zone* - The trapezoidal area lying immediately beyond the end of the runway and outward along the extended runway centerline for a distance of 3,000 feet. For U.S. Navy and Marine Corps installations, the dimensions are 1,500 feet wide at the runway threshold and 2,284 feet wide at the outer edge.
- *APZ-I* - The rectangular area beyond the Clear Zone, which has a measurable potential for aircraft accidents relative to the Clear Zone. APZ-I is typically 3,000 feet wide by 5,000 feet long and may be rectangular or curved to conform to the shape of the predominant flight track.
- *APZ-II* - The rectangular area beyond APZ-I, which has a measurable potential for aircraft accidents relative to APZ-I or the Clear Zone. The dimensions of APZ II are typically 3,000 feet wide by 7,000 feet long, and like APZ-I, may be curved to correspond with the predominant flight track. In following the predominant flight, of takeoff and landing, its area connects APZ-I to APZ-I to make a full 'race track' pattern or 'loop'.

Parcels out of APZ range.

9.e- Ensure that new structures built for human occupancy in designated noise impacted areas, as identified in the aviation environs section of the city code, are constructed to a noise level reducing standard that is appropriate for the outdoor noise levels that will be experienced by the inhabitants. In addition to indoor noise level reducing construction design standards, outdoor noise level reducing measures should be considered in site planning, building location and alignment, and site design.

Will disclose information to buyers of parcels or developer.

I believe the above reasoning provides more than sufficient framework to logically justify the minor land use amendment proposed in this application. The negative side effects are minimal to nonexistent and the amendment, if accepted, results in a mutually beneficial relationship to all parties involved.

ACTION: MR. FREEMAN MOVED, MS. WALKER-WYSE SECONDED, MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL EXTEND THE EXISTING MEDICAL MARIJUANA MORATORIUM ORDINANCE NO. 1692 AN ADDITIONAL ONE YEAR UNTIL SEPTEMBER 1, 2016.

TELECOMMUNICATION INFRASTRUCTURE – Public Meeting

Mr. Lefevre reported that this item is an effort to bring our code current with federal legislation “Middle Class Tax Relief and Job Creation Act of 2012”. Section 6409 of this Act (a.k.a. the “Spectrum Act”) mandated that “local governments approve, and cannot deny, an application requesting modification of an existing tower or base station if such modification does not substantially change the physical dimensions of such tower or base station.” The purpose of this act is to facilitate and expedite the deployment of equipment and infrastructure to meet the demand for wireless capacity.

Mr. Lefevre explained that our current code establishes location and options for wireless facilities and focuses primarily on the construction of new facilities. The current code permits collocation of wireless facilities on existing structures but does not provide an expedited application and review process nor provide for mandatory approval if specific criterion are met.

Mr. Lefevre stated that an amendment creating Chapter 19.30 will establish application submittal requirements, permit classification, timing for permit review, and the approval process. Following adoption of this amendment, Development Services staff will prepare an application based on the new Chapter 19.30 guidelines and requirements. Staff will also amend Schedule A of the Master Fee Schedule to include this application and review fee.

Planning Commission Discussion

Planning Commissioners asked that the fee schedule be shared with them once the fee has been determined.

COMPREHENSIVE PLAN LAND USE AMENDMENT – Public Hearing

Mr. Kamak displayed a PowerPoint presentation (Attachment 2) and summarized the Comprehensive Plan amendment process, review criteria, location and site characteristics of the subject properties. Mr. Kamak reported that this is a sponsored amendment to change the land use designation from Low Density Residential to Medium Density Residential for three properties located south of SW 3rd Avenue and West of Oak Harbor Road. Mr. Kamak noted that two of the properties are owned by Valley High Investments Incorporated and the third property is owned by the Oak Harbor School District. The school district was contacted by Valley High Investments and the school district has no objection to their inclusion in the land use designation amendment.

Mr. Kamak recommended that the Planning Commission conduct a public hearing and forward a recommendation to the City Council to amend the Future Land Use Map designation of the subject properties from Low Density Residential to Medium Density Residential.

Planning Commission Discussion

Planning Commissioners asked about the school district’s plan for their property. Mr. Kamak stated that there was no proposal for the school district property.

The public hearing was opened at 8:59 p.m. There were no comments.

ACTION: MS. PETERSON MOVED, MR. PIERCE SECONDED, MOTION CARRIED TO RECOMMEND THAT THE CITY COUNCIL AMMEND THE FUTURE LAND USE MAP DESIGNATION OF THE SUBJECT PROPERTIES FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL.

The public hearing was closed at 9:05 p.m.

2016 COMPREHENSIVE PLAN UPDATE – Workshop

Mr. Kamak displayed a PowerPoint presentation (Attachment 3) which presented a review of the land use map, current land use designations, associated zoning districts and neighborhoods. The Planning Commission discussed and considered a generalized land use map which would simplify policies, allow rezoning within the same land use categories, would not be dependent on land use changes and would not impact the current zoning classification or the development potential. Planning Commission also discussed forming districts categorized by character, style, layout, location, approximate similar era, predominant land use and mix of uses and similar uses.

Planning Commissioners were supportive of the idea of using a generalized land use map and district categories.

Mr. Kamak said that the next step will be to present this to the City Council at their next workshop. Within the next couple of Planning Commission meetings there should be a structure for the land use element.

ADJOURN: 9:45 p.m.

Minutes submitted by: Katherine Gifford

2015 COMPREHENSIVE PLAN AMENDMENT
SW 3RD AVENUE
 FROM LOW DENSITY RESIDENTIAL TO MEDIUM DENSITY RESIDENTIAL

CITY OF Oak Harbor
 WHIDDEY ISLAND, WASHINGTON

Planning Commission
 Public Hearing

7/28/2015

Background

- Request includes 3 properties
- Two owned by Valley High Investments
- Third owned by OHSD
- OHSD not opposed

CITY OF Oak Harbor
 WHIDDEY ISLAND, WASHINGTON

SW 3RD AVE
 Planning Commission

Site Characteristics

- Existing single family residence
- Surrounded by two churches, school and multifamily
- Relatively flat
- Utilities available
- Sidewalk

CITY OF Oak Harbor
 WHIDDEY ISLAND, WASHINGTON

SW 3RD AVE
 Planning Commission

LOCATION MAP

CITY OF Oak Harbor
 WHIDDEY ISLAND, WASHINGTON

LOCATION MAP

CITY OF Oak Harbor
 WHIDDEY ISLAND, WASHINGTON

Review Criteria

- Public health, safety and welfare
- Consistent with the Comprehensive Plan
- Compliance with GMA and CWPP
- Changing needs or resolves inconsistencies
- Environmental impacts
- Consistent with growth and population
- Compatible with surrounding uses
- Accommodates new policy – n/a
- Other specific criteria

CITY OF Oak Harbor
 WHIDDEY ISLAND, WASHINGTON

SW 3RD AVE
 Planning Commission

■ Suggested action

- Consistent with criteria
- Hold public hearing
- Recommend approval to CC

CITY OF
Oak Harbor
WHERE BEAUTY MEETS WISDOM

SW 3RD
AVE

Planning
Commission

Table 4.3. Streets (Non-Enterprise Funded)

Projects	Total Project Costs						
		2016	2017	2018	2019	2020	2021
Local Street Overlays	\$2,650,000	\$0	\$500,000	\$500,000	\$550,000	\$550,000	\$550,000
Bayshore Drive Extension	3,500,000	0	0	0	3,500,000	0	0
Whidbey Avenue Crosswalk	224,500	224,500	0	0	0	0	0
Waterfront Trail (Veterans' Park)	150,000	150,000	0	0	0	0	0
Heller Street Overlay (Whidbey to Crosby)	345,000	0	0	0	345,000	0	0
W. Pioneer/City Beach/Bayshore Intersection	200,000	\$0	\$0	\$200,000	\$0	\$0	0
Pedestrian Access Improvements	638,000	0	114,000	122,000	128,000	134,000	140,000
Capital Project Expenditures	\$7,707,500	\$374,500	\$614,000	\$822,000	\$4,523,000	\$684,000	\$690,000
Revenue Sources	6-Year Total	2016	2017	2018	2019	2020	2021
Contributions from Beginning Fund Balance:							
<i>Streets (Fund 101)</i>	\$1,714,916	\$0	\$378,810	\$586,106	\$250,000	\$250,000	\$250,000
<i>Arterials (Fund 104)</i>	300,000	0	0	0	100,000	100,000	100,000
<i>Transportation Capital Improvements (Fund 105)</i>	600,000	0	0	0	200,000	200,000	200,000
Transportation Impact Fees	217,631	34,500	35,190	35,894	36,612	37,344	38,091
REET 1 (50% of annual)	525,000	87,500	87,500	87,500	87,500	87,500	87,500
REET 2 (50% of annual)	525,000	87,500	87,500	87,500	87,500	87,500	87,500
Motor Vehicle Fuel Tax: Non-operating	150,000	25,000	25,000	25,000	25,000	25,000	25,000
General Fund	0	0	0	0	0	0	0
Grants	3,083,750	374,500	0	0	2,709,250	0	0
Other City Funds	500,000	0	0	0	500,000	0	0
Developer Contributions	1,000,000	0	0	0	1,000,000	0	0
Total Available Revenue	\$8,616,297	\$609,000	\$614,000	\$822,000	\$4,995,862	\$787,344	\$788,091
Total Revenues less Total Capital Expenditures	\$908,797	\$234,500	\$0	\$0	\$472,862	\$103,344	\$98,091

Notes:
 moved crosswalk and trail to 2016
 crosswalk and trail are fully funded by grants

Table 4.4 Parks and Recreation (Non-Enterprise Funded)

Projects	Total Project Costs						
		2016	2017	2018	2019	2020	2021
Windjammer Park							
<i>Lagoon Bridge</i>	\$150,000	\$150,000	\$0	\$0	\$0	\$0	\$0
<i>Splash Park</i>	250,000	0	0	250,000	0	0	0
<i>Existing Building Replacements</i>	195,000	0	0	0	120,000	75,000	0
<i>RV Park</i>	2,500,000	0	0	2,500,000			0
Baseball Field Relocation/Planning/Design/Const	1,625,000	0	0	125,000	1,500,000	0	0
Land Acquisition	0	0	0	0	0	0	0
<i>Open Space Land Acquisition Near Ft. Nugent Park</i>	250,000	0	250,000	0	0	0	0
<i>Future Park</i>	250,000	0	250,000	0	0	0	0
<i>Future Park</i>	1,500,000	0	0	1,500,000	0	0	0
Total Capital Expenditures	\$6,720,000	\$150,000	\$500,000	\$4,375,000	\$1,620,000	\$75,000	\$0
Revenue Sources	6-Year Total	2016	2017	2018	2019	2020	2021
Contributions from Beginning Fund Balance							
<i>Neigh. Parks (Fund 125)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Comm. Parks (Fund 126)</i>	50,000	0	0	50,000	0	0	0
Park Impact Fees	387,951	61,500	62,730	63,985	65,265	66,570	67,901
REET 1 (50% of annual)	525,000	87,500	87,500	87,500	87,500	87,500	87,500
REET 2 (50% of annual)	525,000	87,500	87,500	87,500	87,500	87,500	87,500
Paths and Trails	16,085	2,550	2,601	2,653	2,706	2,760	2,815
General Fund	895,000	0	500,000	200,000	120,000	75,000	0
Grants	5,500,000	0	0	4,000,000	1,500,000	0	0
Developer Contributions	0	0	0	0	0	0	0
Total Available Revenue	\$7,899,036	\$239,050	\$740,331	\$4,491,638	\$1,862,971	\$319,330	\$245,716
Total Revenues less Total Capital Expenditures	\$1,179,036	\$89,050	\$240,331	\$116,638	\$242,971	\$244,330	\$245,716

Notes:

- \$1,500,000 future park funded by grant
- \$250,000 splash park funded by general fund
- \$120,000 & \$75,000 building replacement funded by general fund
- \$1,500,000 baseball field relocation funded by grant

Table 4.5 Wastewater System (Enterprise Funded)

Projects	Total Project Costs	2016	2017	2018	2019	2020	2021
Wastewater Treatment Plant	\$82,893,627	\$31,163,643	\$51,729,984	\$0	\$0	\$0	\$0
Wastewater Treatment Plant - Outfall	800,000	800,000	0	0	0	0	0
Biosolids Removal (Lagoon Treatment Facility)	587,000	0	0	587,000	0		0
Sewer Line Replacements	1,030,000	150,000	170,000	170,000	180,000	180,000	180,000
SW 6th Ave & Erie St Line Replacement	150,000	150,000	0	0	0	0	0
Ely St Line Replacement	250,000	250,000	0	0	0	0	0
NE 9th to Taftson Line Installation	250,000	250,000	0	0	0	0	0
Downtown Area Restrooms	750,000	0	0	250,000	250,000	250,000	0
Capital Project Expenditures	\$86,710,627	\$32,763,643	\$51,899,984	\$1,007,000	\$430,000	\$430,000	\$180,000
Revenue Sources	6-Year Total	2016	2017	2018	2019	2020	2021
Contribution from Beginning Fund Balance							
<i>Sewer (Fund 402)</i>	\$1,563,059	\$250,000	\$0	\$715,793	\$136,369	\$460,897	\$0
<i>Cumulative Reserve (Fund 412)</i>	0	0	0	0	0	0	0
System Development Charges	630,812	100,000	102,000	104,040	106,121	108,243	110,408
Trunk Line Fees	104,084	16,500	16,830	17,167	17,510	17,860	18,217
Rates	1,563,500	433,500	420,000	170,000	180,000	180,000	180,000
Loans	31,963,643	31,963,643	0	0	0	0	0
Grants	0	0	0	0	0	0	0
Revenue Bond Proceeds	51,729,984	0	51,729,984	0	0	0	0
Total Available Revenue	\$87,555,082	\$32,763,643	\$52,268,814	\$1,007,000	\$440,000	\$767,000	\$308,625
Total Revenues less Total Capital Expenditures	\$844,455	\$0	\$368,830	\$0	\$10,000	\$337,000	\$128,625

Notes:

\$13,372,073 plant funded by \$8,260,000 loan, bond proceeds and rates
 \$2,958,387 outfall funded by 3,2000,000 loan, bond proceeds and rates-update cost?
 \$17,790,735 and \$51,729,984 plant funded by bond proceeds

Table 4.6 Water System (Enterprise Funded)

Projects	Total Project Costs	2016	2017	2018	2019	2020	2021
Well No. 9 Replacement (S-1)	\$251,000	\$0	\$251,000	\$0	\$0	\$0	\$0
Deception Pass 10-inch Main Hanger Replacement	\$120,000	\$120,000	\$0	\$0	\$0	\$0	\$0
Emergency Supply Study (S-2)	109,000	0	0	0	109,000	0	0
Ault Field Booster Station Surge Protection Analysis (BS-1)	46,000	0	46,000	0	0	0	0
Ault Field Booster Station Surge Protection Const. (BS-1)	208,000	0	0	0	208,000	0	0
	0	0	0	0	0	0	0
Steel/AC line replacement (DS-9)- NE 4th	407,000	407,000	0	0	0	0	0
Steel/AC line replacement (DS-9)- NE 11th	316,000	316,000	0	0	0	0	0
O'Leary St. Water Main (PZ-1)	636,000	0	636,000	0	0	0	0
North O'Leary St. Water Main (PZ-2)	527,000	0	527,000	0	0	0	0
Telemetry upgrades wells/west tank	55,000	0	0	55,000	0	0	0
Cross City Transmission Main (T-1A)	1,751,000	0	0	0	1,751,000	0	0
Emergency Supply Well (S-4)	64,000	0	0	0	0	64,000	0
West 384 Zone Development (PZ-4) - design	71,000	0	0	0	0	0	71,000
Steel/AC line replacement (DS-9) - design	160,000	0	0	0	0	160,000	0
Telemetry upgrades wells/web viewing	54,000	0	0	0	0	54,000	0
NE Regatta Drive Pipeline (DS-1)	127,000	0	0	0	127,000	0	0
Eastside Reservoir Demolition (S-3)	110,000	0	0	110,000	0	0	0
Steel/AC line replacement (DS-9) - construction	929,000	0	0	0	0	929,000	0
Develop emergency well supply (S-4)	280,000	0	0	0	0	0	280,000
West 384 Zone development (PZ-4) - construction	294,000	0	0	0	0	294,000	0
Glencoe Street Fire Flow Improvements (DS-2) - design	217,000	0	0	0	0	0	217,000
West 384 Zone Extension: Phase 1 (T-3)	3,015,000	0	0	3,015,000	0	0	0
Capital Project Expenditures	\$9,747,000	\$843,000	\$1,460,000	\$3,180,000	\$2,195,000	\$1,501,000	\$568,000
Revenue Sources	6-Year Total	2016	2017	2018	2019	2020	2021
Contributions from Beginning Fund Balance							
<i>Water (Fund 401)</i>	\$1,271,746	\$308,000	\$200,000	\$200,000	\$200,000	\$200,000	\$163,746
<i>Cumulative Reserve (Fund 411)</i>	750,000	150,000	150,000	150,000	150,000	150,000	0
System Development Charges	1,167,000	185,000	188,700	192,474	196,323	200,249	204,254
Rates	1,350,000	200,000	350,000	200,000	200,000	200,000	200,000
Loans	0	0	0	0	0	0	0
Grants	0	0	0	0	0	0	0
Revenue Bonds	5,974,953	0	636,000	2,487,526	1,498,677	1,352,750	0
Developer Contributions	0	0	0	0	0	0	0
Total Available Revenue	\$10,513,699	\$843,000	\$1,524,700	\$3,230,000	\$2,245,000	\$2,102,999	\$568,000
Total Revenues less Total Capital Expenditures	\$766,699	\$0	\$64,700	\$50,000	\$50,000	\$601,999	\$0

Table 4.7 Stormwater System (Enterprise Funded)

Projects	Total Project Costs	2016	2017	2018	2019	2020	2021
		Scenic Heights (Liszak) Outfall	\$155,000	\$155,000	\$0	\$0	\$0
Capital Project Expenditures	\$155,000	\$155,000	\$0	\$0	\$0	\$0	\$0
Revenue Sources							
6-Year Total	2016	2017	2018	2019	2020	2021	
Contributions from Beginning Fund Balance							
<i>Stormwater (Fund 404)</i>	\$0	\$0	\$0	\$0	\$0	\$0	
<i>Cumulative Reserve (Fund 414)</i>	0	0	0	0	0	0	
Rates	155,000	155,000	0	0	0	0	
Loans	0	0	0	0	0	0	
Grants	0	0	0	0	0	0	
Developer Contributions	0	0	0	0	0	0	
Total Available Revenue	\$155,000	\$155,000	\$0	\$0	\$0	\$0	
Total Revenues less Total Capital Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	

Notes:
 moved lizsak to 2016

Table 4.8 General Government

Projects	Total Project Costs						
		2016	2017	2018	2019	2020	2021
New West Side Fire Station	\$4,000,000	\$0	\$4,000,000	\$0	\$0	\$0	\$0
Library HVAC	170,000	170,000	0	0	0	0	0
Animal Shelter	400,000	400,000	0	0	0	0	0
Capital Project Expenditures	\$4,570,000	\$570,000	\$4,000,000	\$0	\$0	\$0	\$0
Revenue Sources	6-Year Total	2016	2017	2018	2019	2020	
General Fund	\$570,000	\$570,000	\$0	\$0	\$0	\$0	\$0
Grants	0	0	0	0	0	0	0
Developer Contributions	0	0	0	0	0	0	0
Bond Levy Proceeds - Voter Approved	4,000,000	0	4,000,000	0	0	0	0
Total Available Revenue	\$4,570,000	\$570,000	\$4,000,000	\$0	\$0	\$0	\$0
Total Revenues less Total Capital Expe	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Notes:

\$4,000,000 fire station funded by bond proceeds

Table 4.9 Marina (Enterprise Funded)

Projects	Total Project Costs	2016	2017	2018	2019	2020	2021
Capital Project Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Revenue Sources	6-Year Totals	2016	2017	2018	2019	2020	2021
Contributions from Beginning Fund Balance							
<i>Marina (Fund)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Cumulative Reserve (Fund)</i>	0	0	0	0	0	0	0
Rates	0	0	0	0	0	0	0
Loans	0	0	0	0	0	0	0
Grants	0	0	0	0	0	0	0
Developer Contributions	0	0	0	0	0	0	0
Total Available Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0
			\$0	\$0	\$0	\$0	\$0
Total Revenues less Total Capital Expenditures	\$0	\$0	\$0	\$0	\$0	\$0	\$0

2016
Comprehensive Plan
Update

Public Meeting

**City of Oak Harbor
Planning Commission Report**

Date: October 27, 2015
Subject: 2016 Comprehensive Plan
Major Update

FROM: Cac Kamak, AICP
Senior Planner

Discussion on the 2016 update to the City's Comprehensive Plan is an ongoing agenda item at the Planning Commission. Staff continues to prepare draft documents that will bring together the ideas, information and policies that have been discussed in the last few years. At this meeting, staff will discuss the structure of the Comprehensive Plan and how it relates to other plans that have been adopted. Staff will continue to discuss the update with the Planning Commission as this moves forward.