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05/03/2021 10:55 AM Pages: 1 of 28 Fees: \$130.50
Skagit County Auditor

After Recording Return to:

Mylissa R. Bode, Paralegal to Peter R. Dworkin
BELCHER SWANSON LAW FIRM
900 DUPONT STREET
BELLINGHAM, WA 98225

COVER SHEET

Document Title(s) (or transactions contained herein):

1. **Certified Copy of Stipulated Final Judgment and Decree**

Reference No:

18-2-00386-29 (Skagit County Superior Court)

Grantor(s) (last name, first name and initials):

1. **Creekside Village P.U.D. Owners Association**

Grantee(s) (last name, first name and initials):

1. **Rockwell, Laurence and Carla**
2. **Mulcahy, Joseph and Young, Anthony**
3. **Fox, Bradley and House, Annabelle**

Legal Description (abbreviated: i.e., lot, block, plat or quarter, quarter, section, township and range):

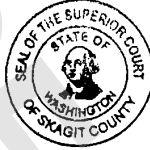
1. **LOTS 1, 2, AND 4 OF THE PLAT OF PLEASANTVIEW, AF 2005032030134;**
2. **ALL COMMON AREAS AND PRIVATE ROADS OF ALL PHASES AND DIVISIONS OF CREEKSIDE VILLAGE P.U.D.**

Assessor's Parcel/Tax I.D. Numbers:

P116945, P116946, P116947, P116948, P122588; P122584; P122585

18-2-00386-25
JD 92Judgment
10158974

I, MELISSA BEATON, Clerk of the Superior Court of the State of Washington, for Skagit County, do hereby certify that this is a true copy of the original now on file in my office. Dated 4/22/21



MELISSA BEATON, County Clerk

By: [Signature]
Deputy ClerkFILED
SKAGIT COUNTY CLERK
SKAGIT COUNTY, WA

2021 APR 21 AM 11:42

THE SUPERIOR COURT OF WASHINGTON
FOR SKAGIT COUNTY

CREEKSIDE VILLAGE P.U.D. OWNERS
ASSOCIATION, a Washington
Miscellaneous and Mutual Corporation,

Plaintiff,

vs.

BRADLEY J. FOX and ANNABELLE
HOUSE, *et al.*,

Defendants,

Consolidated Cause No. 18-2-00386-
29

LAURENCE and CARLA ROCKWELL, *et al.*,

Plaintiffs,

vs.

CREEKSIDE VILLAGE P.U.D. OWNERS
ASSOCIATION, a Washington
Miscellaneous and Mutual Corporation,

Defendant.

STIPULATED FINAL JUDGMENT
AND DECREE

I. **JUDGMENT SUMMARY**

Judgment Plaintiffs: Laurence and Carla Rockwell; Joseph Mulcahy and Anthony Young; Bradley J. Fox and Annabelle House
Judgment Defendant: Creekside Village P.U.D. Owners Association
Abbreviated Legal Desc: Lots 1, 2 and 4 of the Plat of Pleasant View, AF 200503230134; and All Common Areas of all Phases and Divisions of Creekside Village P.U.D.

Date of Judgment

Principal Amount: \$ N/A

Pre-Judgment Interest: \$ N/A

Attorneys Fees: \$ N/A

Costs: \$ N/A

STIPULATED FINAL JUDGMENT
AND DECREE -1

27

1 Attorneys for Plaintiff: Peter Dworkin; Dannon Traxler; John Wiegenstein
2 Attorney for Defendant: Gabriella Wagner

3 **II. STIPULATION TO ENTRY OF JUDGMENT AND DECREE**

4 THE PARTIES hereby stipulate to entry of this Judgment and Decree, pursuant to
5 CR 2A, as evidenced by the signature of their attorneys of record herein. This Stipulated
6 Judgment and Decree is entered into as a compromise of a legal dispute between the
7 Parties hereto as outlined in the record of this case.
8

9 **III. JUDGMENT AND DECREE**

10 THIS MATTER having come before the Court upon the stipulation of the Parties
11 as set forth in Section II above, with the Court having reviewed the file and records herein,
12 including the previously entered "CR 2A Stipulation Re: Legal and Factual Issues
13 Pertaining to Memorandum of Agreement," the Court now enters the following Final
14 Judgment and Decree, and it is NOW, THEREFORE, HEREBY:
15

16 1. ORDERED, ADJUDGED AND DECREED that this Final Judgment and
17 Decree imposes rights and obligations upon real property as covenants running with the
18 land in perpetuity, which inure to the benefit of and are binding upon the current owners
19 of said land who are the Parties to this lawsuit listed herein and below under this
20 paragraph, and their respective successors, heirs, devisees, and/or assigns. This Final
21 Judgment and Decree is therefore binding upon the following Parties and described Real
22 Property:
23

24 a. Party: **Creekside Village P.U.D. Owners Association**, which
25 currently owns the following legally described property:
26

27 ALL PRIVATE ROADS AND COMMON AREAS LOCATED WITHIN
28 THE CONFINES OF

1 CREEKSIDE VILLAGE PLANNED UNIT DEVELOPMENT, IN ANY
2 AND ALL PHASES AND/OR DIVISIONS, AS DEDICATED ON THE
3 FACE THEREOF, INCLUDING BUT NOT LIMITED TO AREAS
4 IDENTIFIED AS TRACT A AND TRACT B, AND LEGALLY
5 DESCRIBED IN THE RECORDED PLANNED UNIT
6 DEVELOPMENT MAPS, ATTACHED HERETO AS EXHIBIT A,
7 WHICH IS INCORPORATED BY REFERENCE HEREIN.

8
9 SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON

10 Assessor's Parcel No Include (but not limited to): P116944,
11 P116945, P116946, P116947, P116948.

12 b. Party: **Joseph W. Mulcahy and Anthony Young**, who currently
13 own the following legally described real property:

14 LOT 1, "PLAT OF PLEASANT VIEW," AS PER PLAT RECORDED
15 ON MARCH 23, 2005, UNDER AUDITOR'S FILE NO.
16 200503230134, RECORDS OF SKAGIT COUNTY, WASHINGTON.

17 SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON

18 Assessor's Parcel No: P122588

19 The Plat of Pleasantview is attached hereto as Exhibit B, and
20 incorporated by reference herein.

21 c. Party: **Bradley J. Fox and Annabelle House**, who currently own the
22 following legally described real property:

23 LOT 2, "PLAT OF PLEASANT VIEW," ACCORDING TO THE
24 PLAT THEREOF RECORDED MARCH 23, 2005, UNDER
25 AUDITOR'S FILE NO. 200503230134, RECORDS OF SKAGIT
26 COUNTY, WASHINGTON.

27 SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON

28 Assessor's Parcel No: P122584

1 d. Party: **Laurence I. and Carla J. Rockwell**, who currently own the
2 following legally described real property:

3 LOT 4, "PLAT OF PLEASANT VIEW," AS PER PLAT RECORDED
4 ON MARCH 23, 2005, UNDER AUDITOR'S FILE NO.
5 200503230134, RECORDS OF SKAGIT COUNTY, WASHINGTON.

6 SITUATE IN SKAGIT COUNTY, STATE OF WASHINGTON

7 Assessor's Parcel No: P122585

8 2. ORDERED ADJUDGED AND DECREED that the document entitled
9 "Memorandum of Agreement" dated May 15, 2003 and attached as Exhibit C to this
10 Judgment and Decree (herein "MOA") is and shall be binding upon the Parties and Real
11 Property set forth above in Paragraphs 1.a, 1.b., 1.c, and 1.d, being a covenant running
12 with the land in perpetuity and the successors, heirs, devisees and/or assigns thereof.
13

14 3. ORDERED ADJUDGED AND DECREED that the intent of the MOA, as
15 stated therein, was to balance the Pleasant View Lots' interest in establishing and
16 maintaining view corridors without unreasonably effecting screening and privacy
17 concerns of Creekside's property owners.
18

19 4. ORDERED ADJUDGED AND DECREED that any disputes regarding the
20 rights and obligations arising from the MOA between the Parties and Real Property set
21 forth above in Paragraphs 1.a, 1.b, 1.c, and 1.d, shall be resolved by Binding Arbitration,
22 pursuant to RCW Chapter 7.04A. If the Parties cannot agree upon a single arbitrator,
23 they may file suit strictly to compel arbitration and move the Superior Court to Appoint a
24 single qualified neutral as arbitrator. Any arbitrator appointed by the Court shall be a
25 licensed attorney in the State of Washington with at least 10 years' experience in real
26 estate law. The Parties shall share equally in the costs of the Arbitrator. Each party shall
27
28

1 bear its own costs and fees, including attorney fees. The Arbitrator has all authority as
2 set forth in RCW Chapter 7.04A, including entry of equitable relief.

3 5. ORDERED ADJUDGED AND DECREED that the Arbitrator shall have full
4 authority to decide the meaning, interpretation, and application of the MOA, except for the
5 following, which this Court establishes as a matter of law:
6

7 a. The North half of 27th Street, as depicted on PLAT OF PLEASANT
8 VIEW," AS PER PLAT RECORDED ON MARCH 23, 2005, UNDER
9 AUDITOR'S FILE NO. 200503230134, RECORDS OF SKAGIT
10 COUNTY, WASHINGTON, is a 40' wide strip of land which is
11 designated as a Native Growth Protection Easement ("NGPE"). The
12 NGPE is within the control and jurisdiction of the City of Anacortes. Any
13 agreement by the Parties or ruling of the Arbitrator regarding the NGPE
14 shall be provided to the City of Anacortes along with a copy of this Final
15 Judgment and Decree.
16

17 b. The MOA at Paragraph 2.a references a "30 foot buffer area" (herein "30
18 Foot Buffer"). This 30 Foot Buffer is separate and apart from the NGPE
19 and located within Creekside, and is generally described as a 30 foot
20 wide strip of property adjacent to and lying immediately north of the
21 southern boundary of the Creekside Village P.U.D. Property, as shown
22 in Exhibit A. The western boundary of the 30 Foot Buffer is delineated
23 by a projection of the western boundary of Pleasant View Lot No. 1, and
24 the eastern boundary of the 30 Foot Buffer is delineated by a projection
25
26
27
28

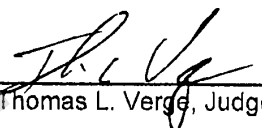
of the centerline of "G" Avenue. A drawing showing this area is attached hereto as Exhibit D and incorporated by reference herein.

- c. Before any work done pursuant to the MOA is performed in either the NGPE or the 30 Foot Buffer, the party intending to perform the work shall notify the other party of such intent, with a description of the nature and scope of intended work, at least twenty-one (21) days prior to commencing such work. In the event that the party notified of the intended work opposes it, the party intending to perform the work must stay execution of the same until an agreement is reached or the arbitration process set forth in Section III Paragraph 4 above can be completed.
- d. Any work performed pursuant to the MOA must be approved by a licensed, certified arborist retained at the sole expense of the party intending to perform the work.
- e. Any work performed pursuant to the MOA in the NGPE must be permitted and approved by the City of Anacortes. Any party applying to or petitioning the City of Anacortes for a permit for work in the NGPE must copy the other party on all correspondence related to the same. Any opposition to such work sent to the City must be copied to the other party, including all correspondence related to the same.

6. ORDERED ADJUDGED AND DECREED that this Court enters no ruling or judgment regarding the MOA's effect upon any person, entity or real property not identified in Paragraph 1.a, 1.b, 1.c, or 1.d of this Final Judgment and Decree.

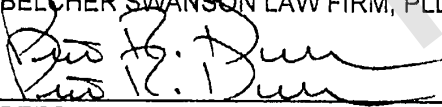
7. This Final Judgment and Decree is a final judgment of all causes of action in these consolidated cases, there is no just reason for delay and it shall be entered upon the Judgment Rolls by the Clerk upon filing, pursuant to CR 54.

IT IS SO ORDERED this 21 day of April, 2021


Hon. Thomas L. Verge, Judge

Stipulated to and Presented by the undersigned:

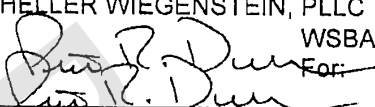
BELCHER SWANSON LAW FIRM, PLLC


PETER R. DWORKIN, WSBA# 30394
Attorney for Bradley Fox and Annabelle House, Laurence and Carla Rockwell, Ferris Berg and Maria-Lyn Nicholas, and Anthony Young and Joseph Mulcahy

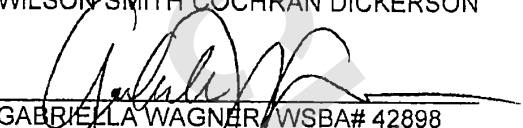
LANGABEER & TRAXLER


DANNON TRAXLER, WSBA# 37518
Attorney for Bradley Fox and Annabelle House, Laurence and Carla Rockwell, Ferris Berg and Maria-Lyn Nicholas, Anthony Young, and Joseph Mulcahy

HELLER WIEGENSTEIN, PLLC


JOHN H. WIEGENSTEIN, WSBA# 21201
Attorney for Brad and Annabelle Fox and Anthony Young and Joseph Mulcahy

WILSON SMITH COCHRAN DICKERSON


GABRIELLA WAGNER, WSBA# 42898
Attorney for Creekside Village P.U.D. Owners Association

Agreed Final Judgment 041221 Final

STIPULATED FINAL JUDGMENT
AND DECREE -7

EXHIBIT A



A .PLANNED UNIT DEVELOPMENT IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON

19 JUL 1971

CONCLUSION

KNOW ALL MEN BY THESE PRESENTS that Creditas Village Development Company, a corporation, owner in fee simple of the land hereby platted, and holding the Federal Mortgage Loan Association mortgage, do hereby declare this plat of their free and voluntary act and deed and declare the above shown as the plat of private road and as common area to the southeast corner of the Creditas Village Home Owners Association as more fully described in the declaration of covenants, conditions and restrictions concerning the said subdivision.

CHENIERE VILLAGE DEVELOPMENT COMPANY

BY	Robert K. Gurnea	President
----	------------------	-----------

[illegible]

CONFIDENTIALITY NOT BE ONLINE TRAVEL, INFORMATION

100

Vloe FreshCart and Yarnifier

ACROSS THE BOARD

STATE OF WISCONSIN) ss.
COUNTY OF WAUKESHA)

This is to certify that on this 20th day of November, 1969, personally appeared before me Robert Johnson and Maudie A. Smith, who are known to me to be the President and Secretary, respectively, of Greenville Village Development Company, the Corporation that assumed the title and Foreign Registration, and the same being, is so that said declaration was the free and voluntary act and deed of said corporation for the use and purpose herein mentioned, and on each stated that they were authorized to execute said document.

For the purpose of this report, the following information was obtained from the files of the Department of the Interior, Bureau of Indian Affairs, and the Bureau of Land Management, and is being furnished to you for your information.

EDWIN L. BROWN
JAN 17 1907
Notary Public is and for the State of
Washington, residing at [redacted]

STATE OF WASHINGTON
COUNTY OF SNAKE

This is to certify that on this 24th day of November, 1909, personally appeared before me Douglas B. Coakley, Jr., it seems to be Vice President and Manager of Washington Federal Savings and Loan Association, the mortgagee who executed the within and foregoing instrument, and she acknowledged to me that said declaration was the free and voluntary act of said mortgagor for the above recited purposes therein mentioned, and on each stated that her was authorized to execute said instrument.

IN "THESE TIMES", I have set my hand and affixed my official seal the day and year first above written.

Adeline K. Thompson
Military Public in need for the State of Washington,
residing at Everett, Wash.
My Commission Expires 2-10-40

THE SUPER 8 CAMCORDER

I hereby certify that there are no delinquent special assessments and that all special assessments on any of the property herein contained and dedicated as streets, alleys, or for other public use, are paid in full this 20th day of November, 1969.

George Stein
RECEIVED
JAN 11 1966
U.S. AIR FORCE
HONOLULU, HAWAII

I certify that all three sureties listed and which have become a lien upon the lands described above have been fully paid and discharged according to the return of my office up to and including the year of 1969.
This 20th day of December, 1969.

Indulgent for his friends

I CERTIFY THAT A DEFICIT HAS BEEN MADE WITH THE SAGITT COUNTY TREASURER'S OFFICE TO COVER ANTICIPATED TAXES TO BE LEVIED FOR THE TAX YEAR 1980.

THIS 24 DAY OF November 1927.

Under the authority of the Police Department
of the County of Los Angeles

SECRET

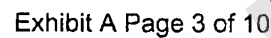
Emitted and received this 20th day of November, 1942.

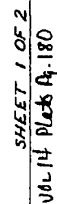
Approved by the City Council of the City of Amsterdam
Richard M. Joffe

this 20th day of November, 1999.

Jorge Klein James Rice
 Agent: GUY CLERK Agent: NORTON

SHEET 2 OF 2





9107010069

DATE: 11/11/11



A PLANNED UNIT DEVELOPMENT IN THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON

Exhibit A Page 8 of 10

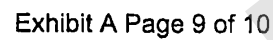
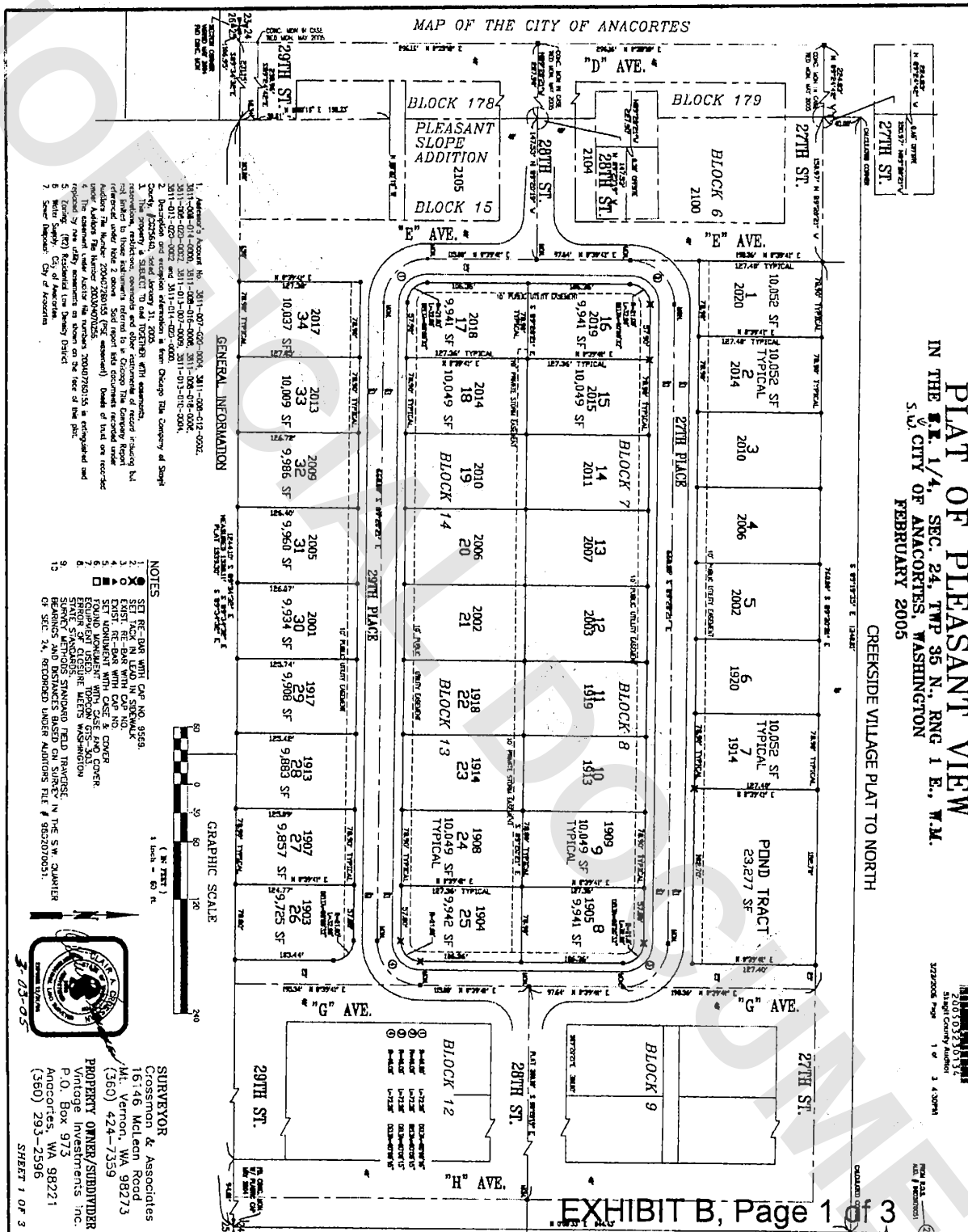


EXHIBIT B

CREEKSIDE VILLAGE PLAT TO NORTH

200503230134
Shigel County Auditor
3/23/2006 Page 1 of 3 4:30PM

MILWAUKEE



200503230134
 Strength County Auditor
 3/23/2006 Page 2 of 3 4:30PM

Block 27, Second and I, PLEASANT SCHOOL ADDITION, to the City of Chicago, Cook County, Illinois, to wit: 40 records of the 27th Street, Westmeyer, together with the - vacated lots 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833,

Filed for record this _____ day of _____
 20____ at _____, Mo.,
 in Volume _____ of Plats on pages _____
 at the request of Clair A. Crossman, P. C.S.
 Auditor's File No. _____

Merely stating that there are no dangerous special circumstances and all social assessments on any of the property herein concerned dedicated as streets, alleys, or for other public use, are paid in full this 17th day of March, 2005.

become or lien upon the lands herein described have been fully paid and discharged according to the records of my office, up to and including the year of 2005

the Planning Commission of the City of Annapolis, meeting
regular session on 1-26-05 at 10:00 AM did find
that the Part of Piccon, View subdivision serves the public
use and interest and, has authorized its secretary to execute
written approval.

David A. Warner
Secretary

Signature of Planning Director _____

Approved by the Council of the City of Annapolis, Western-Region,
this 26th day of February, 2005.

upon a recent survey and subdivision of Section 24, Township 35 North, Range 1 East, W.M.; that the courses and distances are shown correctly on the ground; and that I have complied with the provisions of the statutes and plotting regulations.

Certificate No. 9569
Date 3-03-05

3. The Private Storm Drain Easement or grid across lots 15 through 25 as shown on its plat will remain private and the responsibility of the property owner for which they serve.

A water quality and retention pond tract is hereby conveyed to the City of Anacortes for Access and maintenance of the storm drainage system and pond located on said tract.

known as "Use by Design" Present that Washington Federal Savings, mortgage holder and Washington State Department of Transportation, present that the use of the public right-of-way for public purposes is consistent with the use thereof for public highway purposes together with the right to make of necessary slope for cuts and fills upon the lots and blocks shown herein that the original responsible grading of all such streets and avenues shown herein

Re: A. Lindenberg
Vintage Investment, Inc.

certify that I know of no satisfactory evidence that AUGUST C. GELBERT
signed this instrument. On oath stated that (he/she/they) (was/are) authorized to execute
this instrument and acknowledged it as the Vice-President

100

I certify that I knew of no satisfactory evidence that Donald H. Willoughby signed this instrument, on oath stating that Regina/Inq./ (was/sic) authorized to execute the instrument and acknowledged it as the President of

SURVEYOR
Crossman & Associates
16146 McLean Road
Mt. Vernon, WA 98273
(360) 424-7359

PROPERTY OWNER/SUBMITTER
Village Investments, Inc.
P.O. Box 973
Anacortes, WA 98221
(360) 293-2596

SHEET 2 OF 3

CITY OF ANACORTES PIAT CONDITIONS

PIAT OF PLEASANT VIEW
IN THE 1/4, SEC. 24, TWP 36 N., RNC 1 E., W.M.
S.E. CITY OF ANACORTES, WASHINGTON
FEBRUARY 2006

202105030095
 Anacortes City Auditor
 3/27/2006 Page 3 of 3

- (1) Preliminary plat approval authorizes the applicant to proceed with application for necessary permits to construct required improvements and to prepare a final plat in accordance with the determinations and conditions imposed by the City Council. The scope of this plat is not to exceed that as set-out in the preliminary plat application and the accompanying SEPA checklist. Approval of this application does not waive or alter any requirements of City code unless specifically addressed herein. In the case of any conflict between these conditions and the application these conditions control.
- (2) A final plat meeting all requirements of this Chapter shall be submitted to the City Council for approval within five years of the date of Preliminary Plat approval. An applicant who files a written request with the City Council, at least thirty (30) days before the expiration of this five (5) year period shall be granted one (1) one-year extension upon a showing that the applicant has attempted in good faith to submit the final plat within said five year period.
- (3) If a final plat meeting the requirements of Section 16.020 of the City Subdivision Ordinance is not submitted to the Planning Director within five years, and the period of any extension granted, preliminary approval shall be null and void and city new application therefore must be in accordance with all requirements in effect at the time of reapplication.
- (4) All work done pursuant to the preliminary plat drawings shall be consistent with these findings and conditions with any conflicts between these being resolved in favor of the conditions. The preliminary plat may be modified by the Planning Director if it is determined that such modification does not substantially change the density or usage or increase the bulk proposed, or otherwise increase the impact of the development. If the proposed changes are not within the scope and intent of the preliminary plat, the applicant shall apply for a new preliminary plat.
- (5) The project shall comply with the City of Anacortes construction standards, as modified herein, as required by the Director of Public Works for water, sewer, street access, and storm drainage. All work performed within public right-of-way shall comply with City construction standards and all utilities shall be constructed to City standards.
- (6) Engineering and inspection fees in the amount of \$300/plat for the total construction cost shall be due at or before the mandatory pre-construction conference. No construction activity is allowed until construction plans are approved, fees have been paid, and the pre-construction conference completed.
- (7) This project is subject to applicable water, sewer, and stormwater general facility and pooling fees and inspection, fire, school, and park impact fees. These fees are payable at levels in effect at the time of building permit issuance and may differ from those fee levels currently in effect; sewer and water disconnect charges may be payable.
- (8) A temporary erosion sedimentation control plan shall be prepared and submitted with the grading plan for approval by the City Director of Public Works. The plan shall identify the potential for erosion and downstream sedimentation during construction and describe the measures that will be used to mitigate impacts of erosion. Measures that will likely be employed include sedimentation ponds, silt fences, hay bale filters, and restricting the amount of excavation until conditions are favorable.
- (9) Prior to clearing or fill and grade beginning, both a large parcel stormwater plan and a water quality control plan, as spelled out in the City's Storm Drainage Ordinance # 24.1, shall be prepared by the applicant, approved by the City Department of Public Works, and implemented. The water quality control plan shall address permanent best management practices to be incorporated in the project to control pollution of stormwater runoff after construction and/or land clearing activities are completed. All on-site detention ponds and all off-site stormwater improvements shall be made before construction or vegetation removal begins.
- (10) Fire hydrants are to be located as approved by the City Fire Chief. Fire flow shall be addressed in a manner acceptable to the Fire Chief and to the Public Works Department.
- (11) In keeping with the City's street grid street name system, the Public Works Director shall approve street names.
- (12) The City Engineer shall approve all street pavement thickness.
- (13) In addition to the applicant's proposal to have the south half of 27th Street vacated, the north half of the 27th Street right of way is also to be vacated, with title transferred to the City Park's Department together with a Native Growth Protection Easement.
- (14) School bus waiting area(s) and mailbox locations shall be as determined by the City Engineer.
- (15) All lots created under this Plat shall be subject to all City of Anacortes charges for utility services uniformly charged throughout the City of Anacortes including applicable General Facilities Charges.
- (16) There shall be no streets served by a gated access, except for a fence along the south side of the north half of the 27th Street right of way and a sign, not fence along the north property line. Fencing shall only be added at the discretion of individual homeowners.
- (17) Street and sidewalk design shall meet ADA standards.
- (18) Erosion Control and Clearing Plans shall be reviewed, approved, and implemented as required by the City Engineer.
- (19) Internal street steps shall not exceed 12% unless otherwise approved by City Engineer and Fire Chief.
- (20) Street lighting shall be energy efficient and installed as per PSE Schedule 52, Option "B", and shall be installed as approved by the City Engineer.
- (21) All detention ponds shall be designed to City standards, shall be lined, and shall be landscaped set forth in the City's Landscaping Ordinance.
- (22) City water quality standards shall be met as required by the City Engineer.
- (23) Fire sprinklers for structure protection may be required by the Fire Department.
- (24) A traffic characterization and signage plan shall be submitted, approved by the City Engineer, and installed by the developer.
- (25) Structural detection necessary to detect this plat shall not encroach into adjacent land parcels without recorded easements for such encroachment.
- (26) No modifications to City standards beyond those set forth in Section 7.3.9.1 are authorized.
- (27) The street and fire lane/way shall be public, with the street being constructed to AASHTO standards.
- (28) Intersection designs shall be approved by the City Engineer.
- (29) The sewer shall be public with access for maintenance approved by the Public Works Director.
- (30) Construction in the 20' sewer and storm sewer easement shall be as approved by the Public Works Director.
- (31) The landscaping and fencing plan shall be approved by the Planning Commission, together with a detention pond landscaping plan with special emphasis on the 27th Street right-of-way, prior to construction beginning.
- (32) The detention pond will be built to City Public Works Director standards and will be maintained by the City.
- (33) During plat construction the applicant shall maintain a 10-15 foot clearing limit adjacent to the Mother property.
- (34) The Applicant shall construct 28" x Street from "H" to "J" to City standards, with the City reimbursing the Applicant for its reasonable costs above \$72,500; these improvements shall be completed prior to final plat approval.
- (35) Pages 17-20 of these Findings of Fact and Conclusions of Law shall be recorded with the Final Plat drawing.



3-03-05-

STREVEYOR
 Crossman & Associates
 16140 McLean Road
 Anacortes, WA 98221
 (360) 424-7359

PROPERTY OWNER/SUBMITTER
 Village Investments Inc.
 P.O. Box 973
 Anacortes, WA 98221
 (360) 293-2596

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EXHIBIT C

MEMORANDUM OF AGREEMENT

WHEREAS Vintage Investments, Inc., is developing the replat of Pleasant Slope Addition to Anacortes, and Creekside Village Homeowners Association borders said replat on the North, the parties hereto wish to enter into an agreement that addresses certain mutual concerns of each party.

Vintage Investments, Inc. (Vintage) and Creekside Village Homeowners Association (Creekside) in consideration of covenants contained herein, agree as follows:

1. North one-half of 27th Street
 - (a) Vintage will provide restrictions on proposed Lots 1 - 7 prohibiting access from those lots onto 27th Street.
 - (b) Should Creekside wish to petition the City to vacate the North one-half of 27th Street, Vintage will sign and join in said petition to vacate.
2. Tree Removal and Limbing
 - (a) Creekside agrees to allow limbing of certain trees within the 30 foot buffer area and the 27th Street right-of-way above 15 feet from ground level and removal of certain trees within the 27th Street right-of-way, all for the purpose of establishing and maintaining view corridors for building sites within Pleasant Slope Addition. It is the intent of both parties to establish and maintain view corridors without unreasonably effecting screening and privacy concerns of Creekside property owners. It is understood that the parties will meet and determine the specific limbing and tree removal with advice of a certified arborist. It is understood that limbing and removal may be required in the future to maintain view corridors.
 - (b) Vintage will retain the services of a certified arborist with approval of Creekside to advise Vintage and Creekside as to proper limbing procedures, tree removal and replacement trees or bushes.
 - (c) All costs associated with such limbing and tree removal initially and in the future will be paid by Vintage or any homeowners association which may be formed.
 - (d) For a period of two years from the clearing of the Pleasant Slope Addition, Vintage will remove any trees which Creekside believes have been damaged or are in danger of

falling due to the clearing activity. Vintage will replace any trees removed with mutually agreed upon appropriate plantings.

3. Landscaping

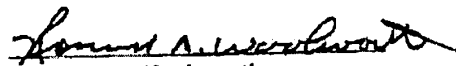
- (a) Vintage will consult with Creekside in regard to landscaping and landscape plans effecting Creekside and which are visible from houses within the Creekside development.
- (b) Vintage will provide plantings in the Westerly portion of 27th Street to provide increased buffer between Pleasant Slope and Creekside.

4. Fencing

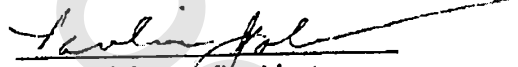
- (a) Vintage will construct a wood fence approximately 6 feet in height consisting of a solid board fence with lattice on the top portion. Vintage will also create berms and provide planting to help screen the fence from the Creekside development.
- (b) If Creekside wishes to upgrade the type of fencing (vinyl, masonry, etc.) Vintage will construct upgraded fencing if Creekside provides payment of the increased costs of such upgrades.
- (c) Fencing provisions are dependent on agreement of the City of Anacortes.

DATED: 5-15-03

VINTAGE INVESTMENTS, INC.


Ronald A. Woolworth

CREEKSIDE VILLAGE
HOMEOWNERS ASSOCIATION


Pauline Johnson, President


Jim Mason, Vice President


Agnes Wicknick, Secretary

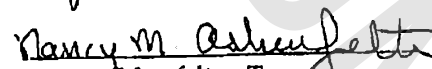

Nancy M. Ashenfelter, Treasurer

EXHIBIT D

