

April 30, 2004

Mr. And Mrs. Evans
1710 28th Street
Anacortes, WA 98221

Dear Mr. And Mrs. Evans,

SUBJECT: 28th Street Improvement and Right-of-Way Acquisition

Thank you for working with the City of Anacortes to develop a set of plans for the proposed 28th Street Improvement project. Enclosed you will find a proposed agreement that will finalize the plans and let the project move forward.

Some of the items that have already been completed and or are close to being completed are as follows:

1. The process for the Short Plat is complete and ready for signing.
2. The street vacation has been approved and is ready for recording.
3. We are currently working with the Utility Companies to verify the service size and quantities for a two unit dwelling. This will be completed prior to the start of construction by the Utility Companies.
4. All the concerns have been addressed and added to the construction plans.

Our proposed agreement with you is subject to your concurrence and the City Council approval and consists of the following points:

ROAD CONSTRUCTION AND STORM DRAINAGE IMPROVEMENTS:

LEGAL FEES:

1. The City will pay attorney's fees incurred by you up to the amount of \$2,000.00.

SHORT PLAT AND STREET VACATION:

2. City staff will assist in completing the Short plat and record in concurrent with the property deed from you, showing 1718 split in two lots – one 70'x134, and one 90'x134'.
3. The City will prepare, consider, approve, and record a new property Short plat of 1718 28th Street to create a new 90'x134' lot on the western portion of the property. The City will stake all property corners in the field.
4. The City will participate with the Evan's to vacate and deed in the Short plat, necessary land at H Avenue Right-of-Way to you in order to form a new lot split at 1718 28th Street (two parcels), measuring 90'x134' (12,060 Square Feet), and 70'x134' (existing residence on 9,380 Square Feet).
5. The City will handle notices and fees to complete this Short plat.
6. The City will provide to the new lot (1720 28th Street) for a two dwelling unit:
 1. (1) 1-inch water service for a double meter.
 2. (1) 6-inch sanitary sewer service.
 3. (1) 3-inch conduit for Puget Sound Energy.
 4. (1) 2-inch conduit for Verizon Northwest
 5. (2) 4-inch conduit for AT&T Broadband\Comcast
 6. (1) 1-inch service for Cascade Natural Gas

If any additional conduits or services that are not listed above are needed, the City will work with each Utility Company to ensure that the correct number of services are provided during the construction of 28th Street.

7. The City will pay for a two dwelling unit, all hook-up fees and miscellaneous fees associated with a building permit that are required for construction. This will be paid at the time that the building permit is issued, providing that the building permit is applied for within 10-years from the date of recording of the said Short Plat. This will include:
 1. Water hook-up fees. (Does not apply to Irrigation meters)
 2. Sewer hook-up fees.
 3. Storm drain hook-up fees.
 4. Inspection fees.
 5. General Facilities Charges.
 6. Road Impact fees.
 7. Park Impact fees.
 8. Fire Impact fees.

Not included in this agreement is the standard building, mechanical, electrical and plumbing permit fees that will be paid by the applicant of

those permits as well as any other required charges by the Utility Companies, Puget Sound Energy, Verizon Northwest, Comcast Cable, AT&T Broadband, Cascade Natural Gas and their successors.

If said lot transfers ownership within the 10-year time period, all rights as described in item #9 stay with the property.

CONSTRUCTION AND CONSTRUCTION TRAFFIC:

8. All road paving, curb, gutter, sidewalk, storm drainage, sanitary sewer construction, as described below in 28th Street from H to J Avenue will be completed within 90 days from the start of construction.
9. Vintage Investments will perform all of the road paving, curb, gutter, sidewalk, storm drainage and sanitary sewer work on 28th Street between H and J Avenues.
10. During construction, the City will require with the developer, Vintage Investments, to direct construction traffic associated with the Pleasant Slope subdivision to roads that connect directly to arterial routes and not down or up 28th Street.
11. The sidewalk on the east side along the H Avenue extend will be moved along the curb. This will allow for an additional 6-feet, 16+/- feet total, of vegetation buffer between 1720 28th Street and H Avenue.
12. The City will require the developer to send notice to the major vendors (Truss companies, Concrete companies and Lumber companies) to use the 32nd and D Avenue route of travel for deliveries to the project site.
13. The City will require the developer to place a sign at the development entrance to use 32nd and D Avenue as the ingress and egress for deliveries and workers. This will reduce any traffic down 28th Street and also H Avenue.
14. The City will pay to install curb, gutter, sidewalk and paving on 28th Street between J and H Avenues.
15. The City will provide on 28th Street in front of 1710 and 1718, for the entire width, paving not to exceed 22-feet, or outside of the curb and gutter, 25-foot maximum.
16. The City will install an 18-inch overflow line from the Pleasant Slope project to run down existing 28th Street Right-of-Way in front of Stamp Duplex.

17. The City, when construction is completed, will paint yellow and white definition lines on 28th Street (Similar to that on 29th Street next to Storvik Park) to identify area to slow traffic ingress and egress into the Cul-de-Sac.
18. City will install a stop sign for safety inside the cul-de-sac.
19. The City will ensure that the intersection at 28th and H Avenue is a 3-way stop.
20. The City will install "No Parking" signs on both sides of 28th Street in front of 1710,1718 and 1720.
21. The City agrees to provide and plant (22) maximum Russian laurel bushes, 5-foot in height along the south run of 1718 and 1720 28th Street. They will be placed per planting recommendations and in accordance to Mr. And Mrs. Evans.
22. The City will not disrupt the shrubs and trees in front of 1710 28th Street. Evans to prune as necessary for ease of construction. Any construction damage will be mitigated by the City of Anacortes.

PENALTY CLAUSE FOR FAILURE TO PERFORM:

23. Vintage Investments will donate \$5,000.00 to a notable charity in your name if the construction of 28th Street is not completed within the 90-days from the start of construction on 28th Street. If circumstances beyond Vintage Investments control hinders them from completing said project within the 90-day from the start of construction on 28th Street, the donation is null and void

Sincerely,

CITY OF ANACORTES

H. Dean Maxwell
Mayor

ACCEPTED:

Barton N. Evans

Date

Elizabeth Evans

Date