

Site Feasibility Appendices

1. General Documents:
 - a. Notes taken from Meeting #1 with the Board and Laurie Orton where SJIL values and goals were discussed
 - b. Meeting #1 Minutes
 - c. Meeting #2 Power Point Deck
 - d. Meeting #2 Minutes
2. Guard Street
 - a. Washington State Department of Ecology Initial Investigation Report
 - b. Washington State Department of Ecology Underground Storage Tank System Summary
 - c. Opalco Easement, recording number 2008 0128034
3. Spring Street
 - a. Access Easement, recording number 90169142
 - b. 1966 Convention Center Images
4. Malcolm Street
 - a. Historic Preservation and Access Easement, recording number 2018-0719054
 - b. Short Plat converting Malcolm into 4 buildable lots, recording number 2002 0117009

Meeting #1 – Activities with the SJIL Board

1ST ACTIVITY:

Values and Goals:

In what ways will a new library support and strengthen the SJI community?

2ND ACTIVITY:

Questions for SJIL:

1. Describe your most frequent user group or groups.
2. What new services, if any, should the new library provide that you are not currently providing?
3. Are there services or amenities on the island that would benefit the library by being in proximity?
4. Should the new library to have a prominent physical presence for both local and tourist communities?
5. How important is the parking count? Is the intent accommodating relief for other services in Friday Harbor too? Or will parking be designated for Library use only?
6. Is public perception important -with respect to site location?
7. Have you given any thought to what the operating hours will be for the new library?
9. Is there a future vision for public transit on the Island?
10. Are there any safety concerns for any of the three sites?

Meeting #1 – Activities Notes

1. Library is very strong already; the facility is not as strong as the institution. Strengthen facility to meet the strength of library.
2. Contemplative vs social space. There are tensions that are inherent. Space to accommodate multiple uses. A beacon and a sanctuary.
3. Flexibility, the new library should NOT be considered done. Must be room to grow and program as they go. Average age in county is 17 years older than state.
4. The library is already important but would like it to be even more important. Should be the “first thought” of where to go and be to connect to community. Focal Point. Touchstone.
5. Parking!!!
6. Currently more potential than building can handle. Needs to be more visible.
7. Community space from outside and inside community. Makers lab, study carrels, no other place on island to go.
8. Remain neutral. Community space must be able to be separated as well as be a part of the library. Integrated yet separate community/stacks. Library should facilitate community discussion. Ground rules for differing opinions.
9. Building can be expanded, reconfigured. Don't know what library needs 10-15 years from now. 1 story vs 2 story. Plan for a 50-year building. Currently, every 10 years forced to expand in existing building since 1983. Currently 11 FTE. There is a state limit to how many FTEs.
10. Building must initially accommodate ~11 FTEs but much more community. Same staff capacity to accommodate much more community unless a new levy is passed.
11. The grounds around the library should have pathways, gardens, greenspace, adjunct to physical structure. Shouldn't just look like a parking lot.
12. Conventional construction type and compartmentalized structural grid. MEP conventional. 10-year minimum track record products and specifications. 100 years from now, new building should be considered for historic structural.
13. Everyone wants to build the library. There will be many varying opinions.
14. The chosen site is heavily linked to architectural impact. People want “the look” to stay the same as existing architecture of the island. Malcolm street, for instance will need to be very vernacular. There was huge push back with Art Museum. Has to balance values.
15. Last remodel was not popular. Softer, less linear would be more successful. Anacortes is too long and linear. Current taupe and grey not appreciated. Sense of comfort is needed. Community home not a community institution. HOME
16. Current library is cozy, entrance is cozy. Softening of the metal has made the library cozier. Materials matter. Almost everything in the building is wood. The wood is veneer to cover the metal.
17. Downriggers was much loved. Carpeted, quiet. Exterior design was very controversial. Object lesson. Community likes cozy.
18. The community must be happy, and donors must also be happy.
19. Generational needs are different.
20. What is “in town”? What is too far? 2-3 block walk for parking is too far.
21. Current library is too far to be considered central or civic.
22. No comparisons to mainland. “I'm going to America today” is what some islanders say when referring to traveling to mainland.
23. Programming can be long term and therefore parking needs to accommodate that. Not just short-term parking.
24. Utilities and services as easy to maintain as possible. Close and easy. O&M's should be strait forward. Sturdy and strong interior finishes.
25. Need for natural light. And carefully considered artificial lighting.
26. 3PM every weekday school bus drops all the latchkey kids at the library. Can that vehicular and circulation process be managed better and separated from regular activities.

Date: July 2nd, 2019
Meeting Time: 10:00 AM – 12:00 PM
Meeting Location: Windermere Real Estate, 50 Spring St, Friday Harbor, WA 98250
Attendees: Howard Ryan – OCMI Owner Rep
Laurie Orton - Director
Fred Henley – Board member
Barry Jacobson - Board member
Mark Madsen– Board member
Karen Vedder– Board member
Lynn Weber/Roochvarg– Board member
Carrie Lacher - recorder
Leah Martin, Allied8, leah@allied8.com
Sharon Khosla, Fivedot, sharon@fivedotarch.com
Topic: San Juan Island Library – **Site Feasibility**

Agenda - Meeting #1

Introductions (15 Minutes)

- No Action

Project Values & Goals (Building the Project DNA) (45 Minutes)

- Full group activity - participation required, facilitated by Allied8 & Fivedot
- Allied8 to organize notes taken, to be used in site matrix and site planning.

Select Questions we have for SJIL (45 Minutes)

- Small group activity – participation required, facilitated by Allied8 & Fivedot
- Board members shared a prepared list of SJIL facilities and services goals and offered to share this with Allied8. SJIL to forward this to Allied8 by Monday July 8th.
- Allied8 to organize notes taken, to be used in site matrix and site planning.

Schedule (15 minutes)

- Firm up timing for next two meetings
Meeting #2: July 18th – Progress Report. SJIL to confirm timing.
Meeting #3: August 6nd – Final Report & Recommendations
Board Meeting: Sept 10th – Board to vote on preferred site. Allied8 is expected to attend as additional service per contract. SJIL to inform Allied8 of time.



19.009 SJIL Feasibility Study

Meeting Minutes

Date: July 18, 2019
Meeting Time: 12:00 pm
Meeting Location: Skype Meeting

Attendees: All Board members present
Leah Martin, Allied8
Barbara Buseti, Allied8
Sharon Khosla, FiveDot
Jessica Aceves, Allied8

Discussion / Agenda items

NOTE: Leah primary presenter, Sharon presented site plans.

Leah began presentation at 12:10pm

- Informed board members of the calls she had made to the county.
- Presented zoning map and community's comprehensive plan. Explained what comp plan was to board members who didn't know definition; "how it is a road map of how the town expects to grow. They looked at specific neighborhoods and how they are intended to grow."

SLIDE 2: Zoning Map

- GUARD: Light Industrial
- SPRING: Professional Services
- MALCOM: Commercial, but surrounded by Single Family = transitional neighborhood

SLIDE 3: 5-Minute walk radius Map

<u>SLIDE 4:</u> GUARD - Title slide
<u>SLIDE 5:</u> GUARD - GIS Map
<u>SLIDE 6:</u> GUARD – GIS Map, close up
- Site falls approximately 30 ft at the back edge
<u>SLIDE 7:</u> GUARD – Site Plan (Sharon presented)
<ul style="list-style-type: none"> - Presented parameters <ul style="list-style-type: none"> - 20,000 SF structure - 100 parking stalls - Outdoor space - Cons: <ul style="list-style-type: none"> - Short ‘street presence’ - Outdoor space in back - Long walk from parking to building - Utilities perspective limits layout/ development – CAN’T DEVELOP IN BACK - Oil tanks buried in back <p>IMPORTANT NOTE BY HOWARD: GUARD site would not be available for 3-4 years.</p>
<u>SLIDE 8:</u> GUARD – Oil stains
<ul style="list-style-type: none"> - Contaminated soil - Barrels would need to be exported off island because of contamination <p>= REMEDIATION COST</p>
<u>SLIDE 9:</u> SPRING – Title Slide
<u>SLIDE 10:</u> SPRING- GIS Map
<u>SLIDE 11:</u> SPRING– GIS Map, close up
<ul style="list-style-type: none"> - True arterial street - Compared two (E) structures. Gave a brief history. Original building was convention center an addition in the 80’s. - Pointed out (3) auxiliary structures <ul style="list-style-type: none"> - 1) ‘darling’ building that would like to retain - 2) back building could be used as storage - 3) possible demo, in the way of parking - (E) easement that ‘zig zags’ both properties, which could help in keeping the current drive aisle
<u>SLIDE 12:</u> SPRING – Site Plan (Sharon)
<ul style="list-style-type: none"> - Could use the (E) drive aisle - Idea is to keep part of the original 1966 convention center structure - This location will help create a ‘gracious’ outdoor space – especially if it could be shared with the adjacent property (Vern Howard owns adjacent structure between the Spring location and the Art Museum)

- Leah reached out to engineering company (Schemmer) for feasibility, but is currently suing owner – so no movement on the request.
- Leah contacted Carol Herman (permit department) – to forward any (E) permits of site.

KAREN – a previous sale of Spring Street failed because it was contingent on a re-zoning, which failed.

KAREN – Some community members would like to see the site converted back to a senior living center, but developers can't make it profitable based on Medicare alone. Have not heard about any other offers made by nursing home groups.

COMMENT – Average days on market is higher on the island, not unusual that Spring street has been sitting on the market this long.

COMMENT – Vern Howard, who owns the brewery and grocery store, is the owner of the building between the Spring Street site and Art Museum. He has no interest in low income housing. But is interested in housing for his employees. Looking into building condos.

SLIDE 13: SPRING – 1966 Convention Center pictures

- Leah spoke with Sandy Strehlou, was informed about historic preservation issues, since the convention center could be “perceived as historical.”

SLIDE 14: MALCOM – Title Slide

SLIDE 15: MALCOM – GIS Map, close up

- Site is sunken from street level
- Leah explained how this was the smallest lot
 - Guard: 2.3 acres
 - Spring: 2.5 acres
 - Malcom: 1.7 acres

SLIDE 16: MALCOM – Site Plan (Sharon)

MAJOR CONS:

1. Utility Easement (10ft wide): cannot build on top of easement (structure), but can lay down asphalt. Easement limits design – structure and parking may hold same visual weight.
2. City could elect to add additional utilities in the future (like electricity, since it is underground on the island) at the cost to library – will disrupt operations.
3. A more residential scale will be forced because of zoning

Karen mentioned land bank purchased property and sold with historical easement - on both Argyle Ave. and Malcom Street side [Leah note: historical easement only on street frontage]

- Leah explained the (E) Zoning Clause: parking must be ½ covered, but due to building size it is exempt

KAREN– presented history of Malcom, available for affordable housing

LAURIE – Wanted clarification on Historical restriction. After glancing over document – worried Malcom would be too [modest].

Sharon: scale, size, and form is restrictive because of (E) easement.

Leah: shared historical restriction document – some examples listed below:

- Shiplap siding
- Break up volume
- Windows need to be rectangular, needs to be proportioned to vicinity properties
- Roof line: nothing less than 6:12
- Picket fence, etc.
- Suggested hiding some parking with landscape

Barbara: parking doesn't have to be asphalt, opportunity for overlapping uses in parking lot – could be used for farmers market.

Sharon: Library could be a couple of buildings instead of one.

Howard suggested possible 2-story with sky walk?

COMMENT: 2 stories would raise the operation costs (more staff would be required)

SLIDE 17: MALCOM – Sewer Easement Map

SLIDE 18: Historic District Map

SLIDE 19: Matrix Title Slide

- Looked at the matrix headers in multiple ways: 1) flatly – all headers have equal weight 2) removed site specifics (no cost) 3) included a cost multiplier

SLIDE 20: Matrix page 1 – Library Design/ Civics

- 1) Spring 2) Malcom 3) Guard
- SPRING: has more opportunity for open space, closest to other civic areas, true arterial gateway, plenty of pedestrian access. CON – North edge of lot may have issues with known drug activities.
 - All locations have same loading dock scores

SLIDE 21: Matrix page 2 – Municipal Infrastructure & Sustainability

MUNICIPAL INFRASTRUCTURE:

1) Spring 2) Guard 3) Malcom

- MALCOM: Has no (E) curb cuts, gutters, sidewalks = ROAD IMPROVEMENTS
- GUARD: has BAD sewer distance effort = EXPENSIVE. Site slopes North. Stormwater located in South end, needs to pump uphill. Leah already spoke with civil engineer.
- SPRING: already connected for water main, has best infrastructure = LEAST expensive. But is worse for construction impact for town.

SUSTAINABILITY:		
1) Spring	2) Malcom	3) Guard
<ul style="list-style-type: none">- Explained what ‘passive design’ is.- Would be an interesting community event for Spring St. Creates opportunity for community engagement from the start of the process (re-using convalescent building elements.)- Could possibly be used for the Guard site =explained what a bio retention cell is. <p>Lynn mentioned that a bio cell was already used at the hospital.</p>		
SLIDE 22: Matrix page 3 – Values & Entitlements		
VALUES: (Sharon and Leah)		
1) Spring	2) Malcom	3) Guard
<ul style="list-style-type: none">- (Sharon) Explained what ‘values’ were expressed during community feedback- (Sharon) Malcom would have to be created like a residential scale. Would feel more like a ‘neighborhood branch’ library- (Sharon) SPRING - will have the outdoor ‘gravitas’		
ENTITLEMENTS:		
1) Guard	2) Spring	3) Malcom
<ul style="list-style-type: none">- All sites are subject to Tribal Review. Not a big deal, unless an artifact is unearthed during construction.- None of the sites are in Environmental Critical Areas- No county permits are required on Friday Harbor- SEPA will be required for all sites. <p>Board noted - SEPA would be required either way since the project is state funded.</p> <ul style="list-style-type: none">- All sites would likely require a Department of Ecology permit since ground disturbance will be over 1 acre.- Don’t anticipate federal permits		
SLIDE 23: Matrix page 4 – Cost/ Schedule		
1) Malcom	(tied - 2) Spring & Guard	
<ul style="list-style-type: none">- Two-way conversation about cost, assessed cost, vs. market value cost. It was decided to update the cost matrix. Isolate cost from matrix.- Barbara mentioned that there is an assumption around assessed value.- Leveraging the value on Spring Street is achievable.		
Leah presented Spring as the front runner (with cost excluded)		
(LAST) SLIDE 24: Preliminary Summary		

Note from board: 60% of the community needs to approve a bond. Acquisition and bond need to be done together, that's why they have to begin fundraising now.

- Leah's recommendations to Board:
 - Site analysis is complete, moving forward with financial value analysis.
 - Building assessment should be done BEFORE purchase. Threw it to Howard, who agreed with Leah's recommendation.

Leah's questions to the board:

1. How important is the cost? Can you raise 2 million more?
NO
2. Would the public mind if the senior living facility was removed for the community?
A lot of the public were surprised that Spring street was being considered, but the board has no obligation to replace senior community. All members agree that it is not an issue if Spring site is not used as a senior community.
3. Does the board agree with the Spring recommendation? Board members feedback:
 - Good job on matrix
 - Have provided good background information to enable to answer public questions/ concerns. Malcom feels very restrictive.
 - 'Carry on'
 - Thank you for all of the work. Public perception is that Guard was the obvious choice, but is not walking with an entirely different view.

Leah: next step is speaking with estimator (RLB). If during the estimation process if Spring doesn't seem like a viable option, or any surprises she would reach out before the next scheduled check in.

END OF MEETING – apprx. 2:30p

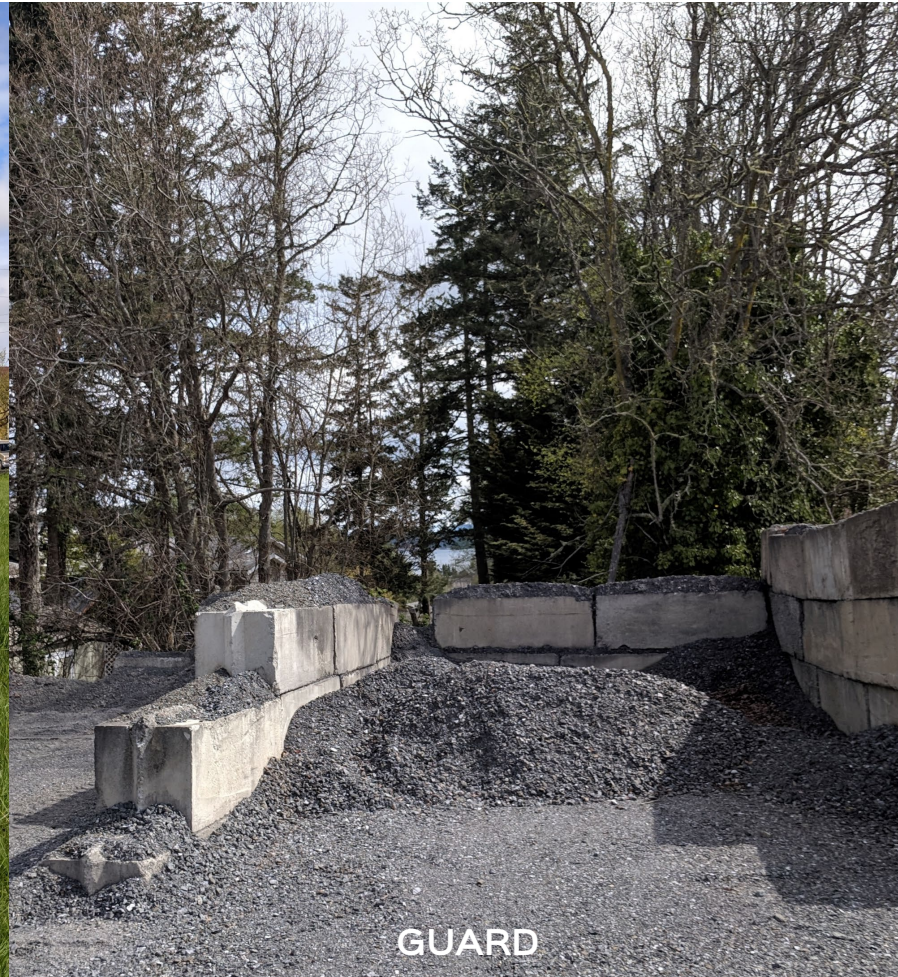
SAN JUAN ISLAND LIBRARY

Progress Report – Site Feasibility Study

July 18th, 2019



MALCOLM



GUARD

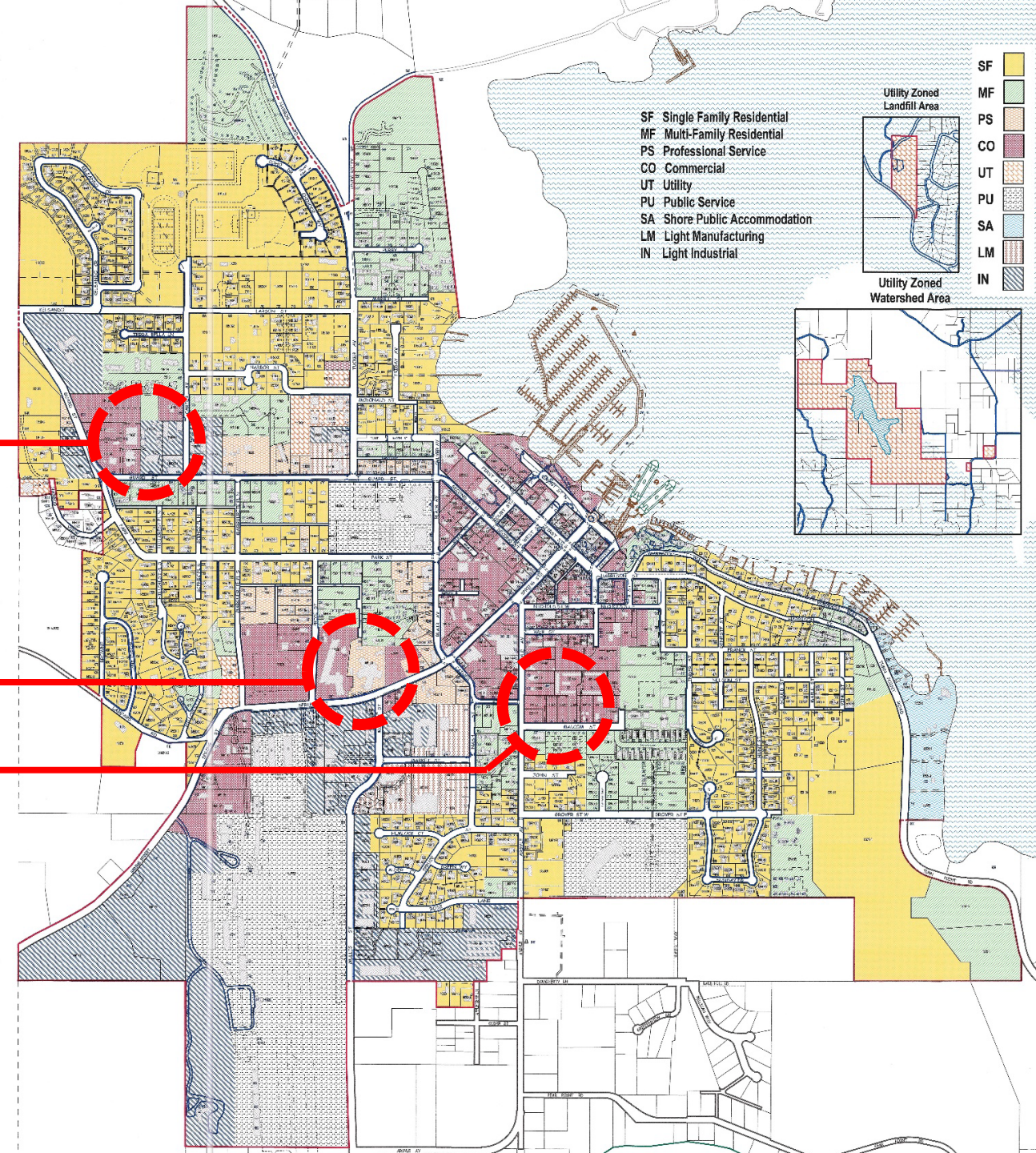


SPRING

ZONING MAP

GUARD

SPRING
MALCOM

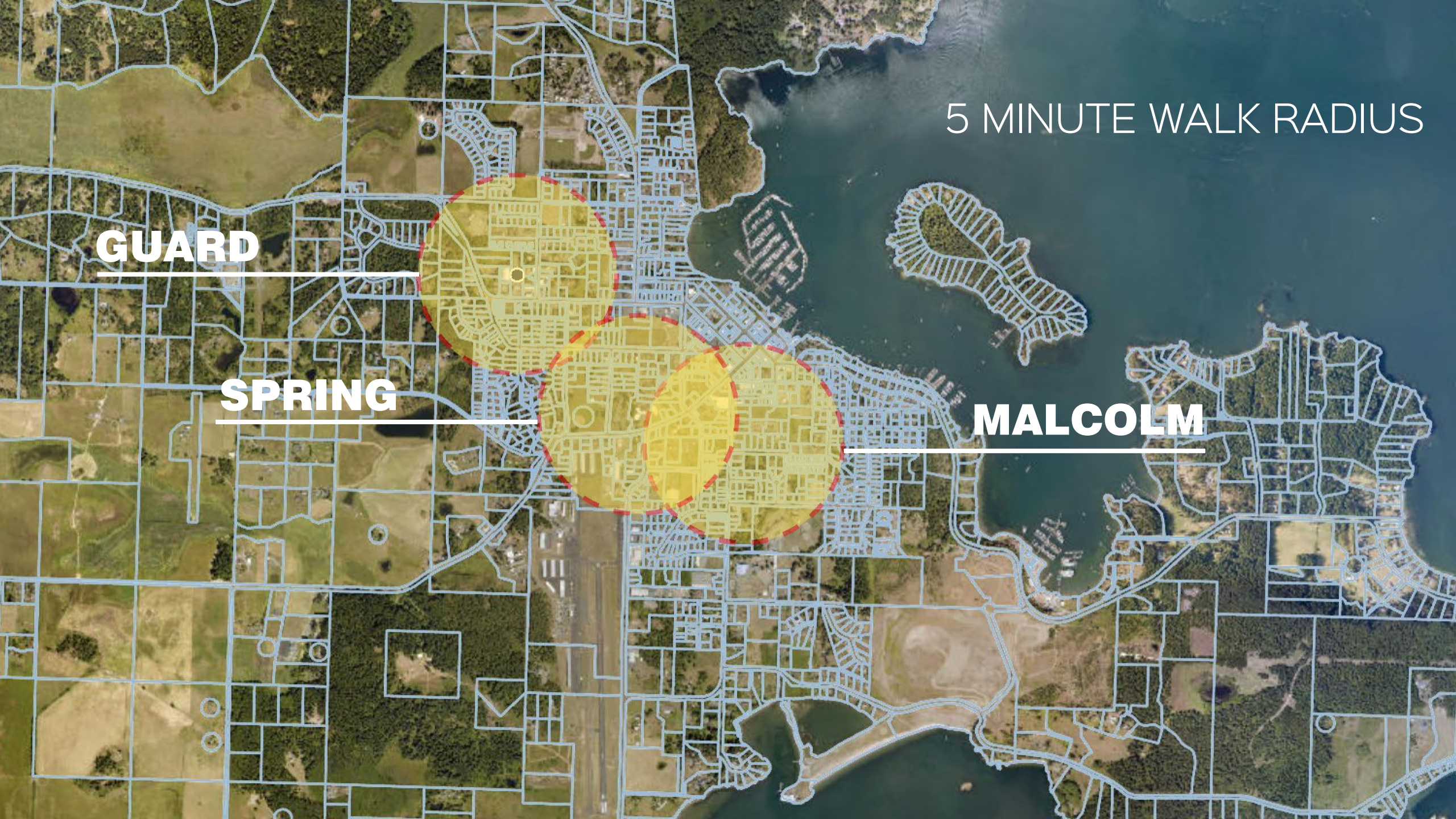


5 MINUTE WALK RADIUS

GUARD

SPRING

MALCOLM



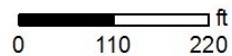


San Juan County GIS, Pictometry International Corp., San Juan County Assessor's Office, U.S.
Department of Agriculture, Natural Resources Conservation Service, San Juan County



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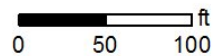
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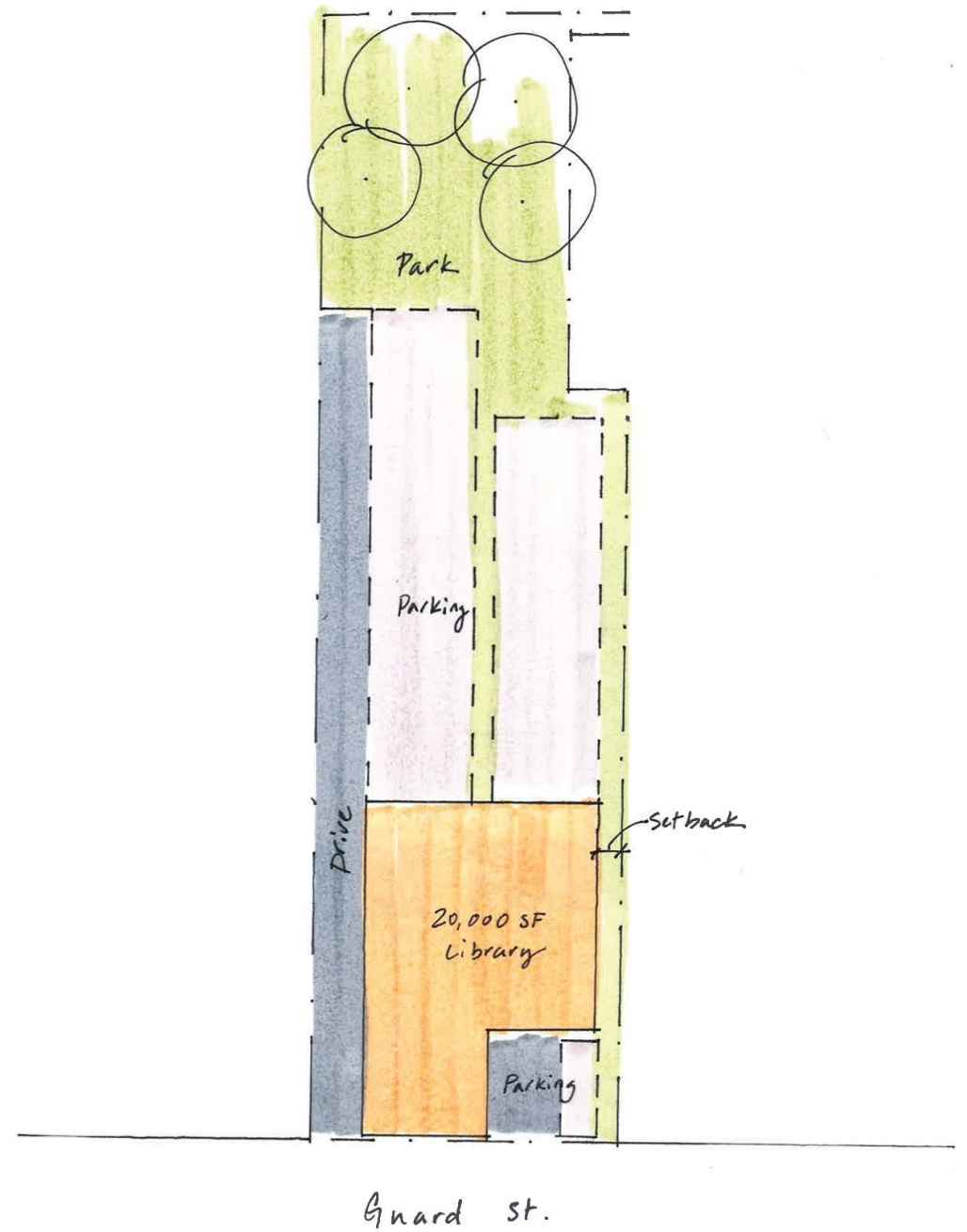
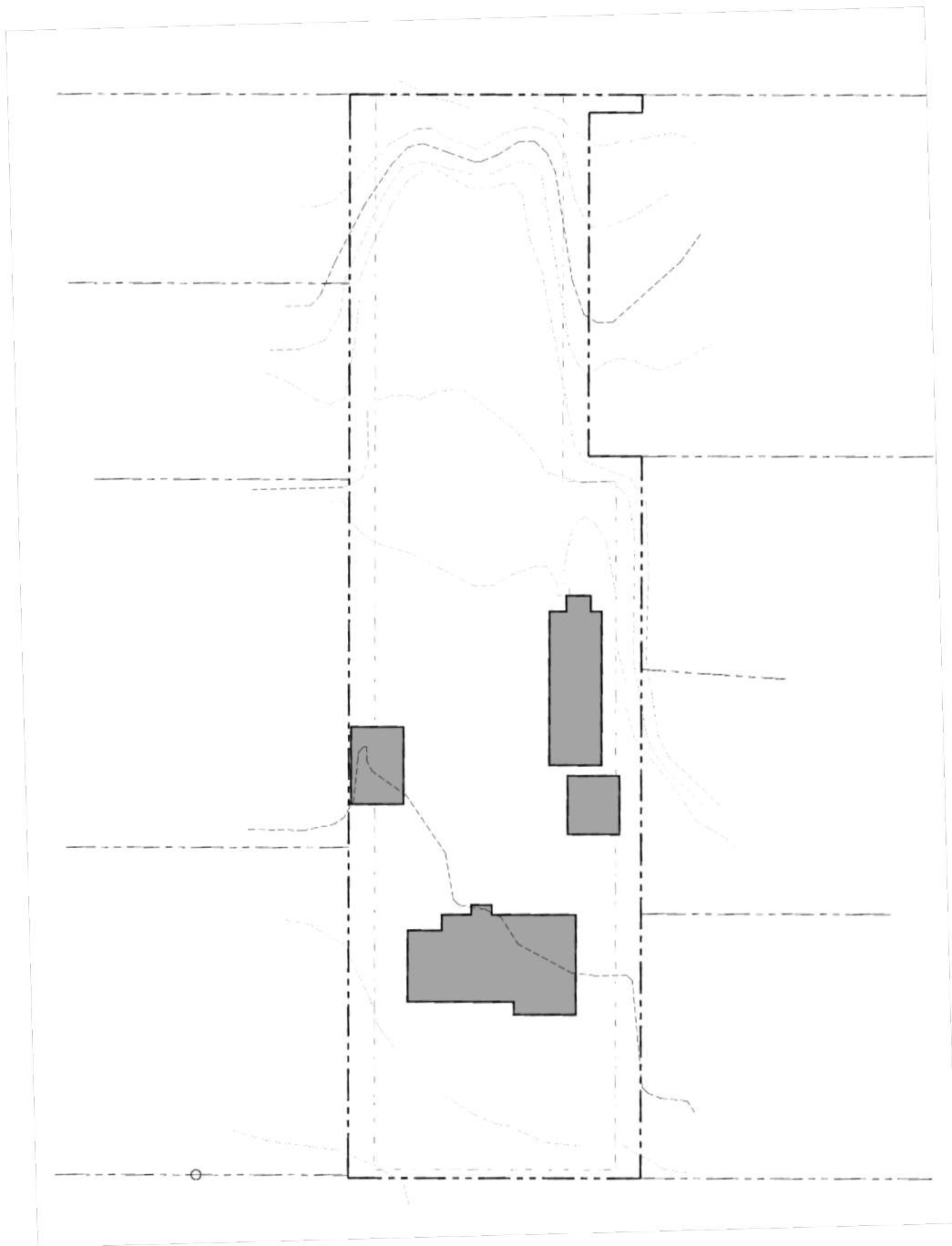




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1 in = 98 feet

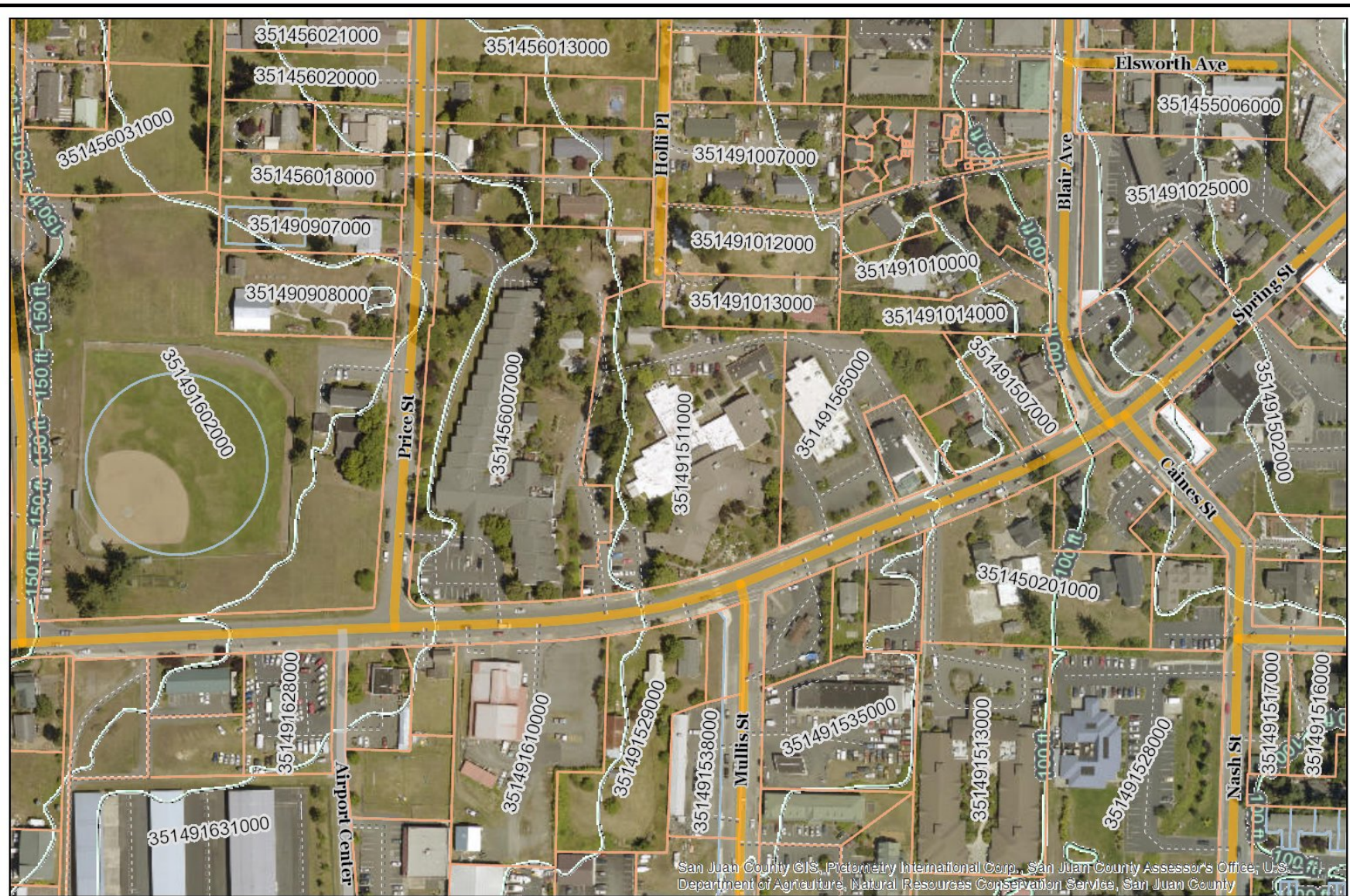






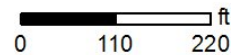
CONTAMINATED SOIL





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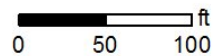
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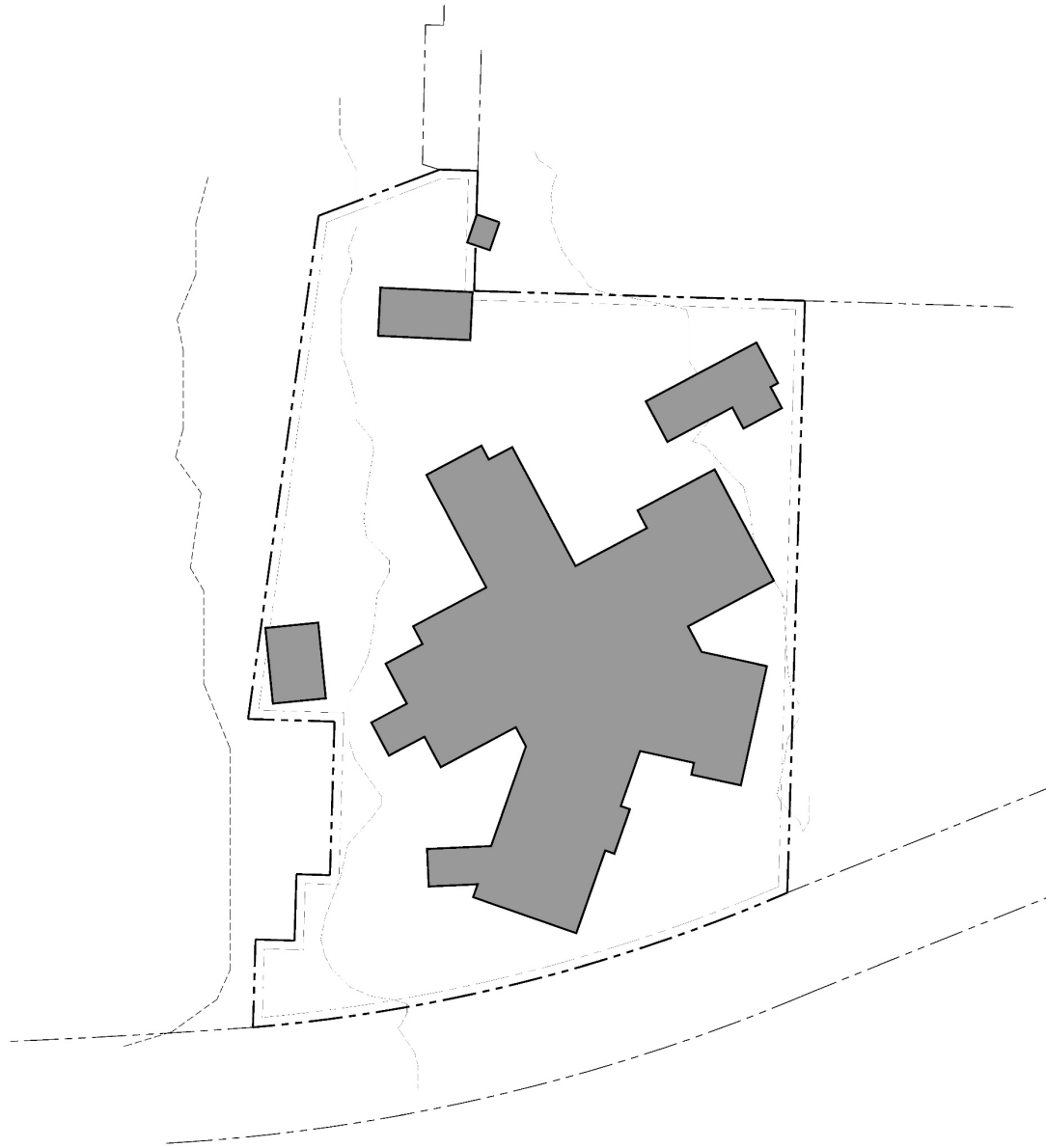




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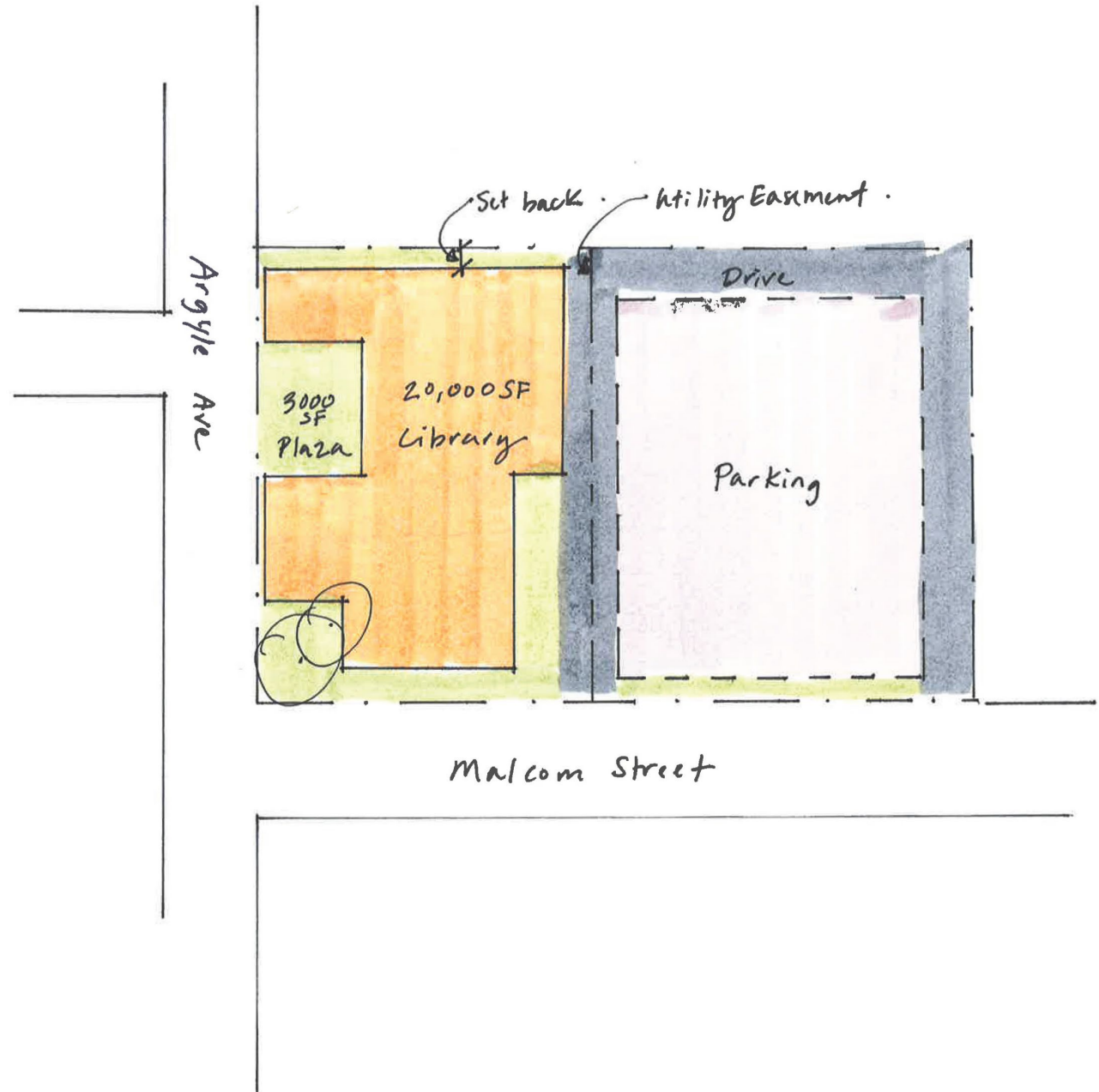
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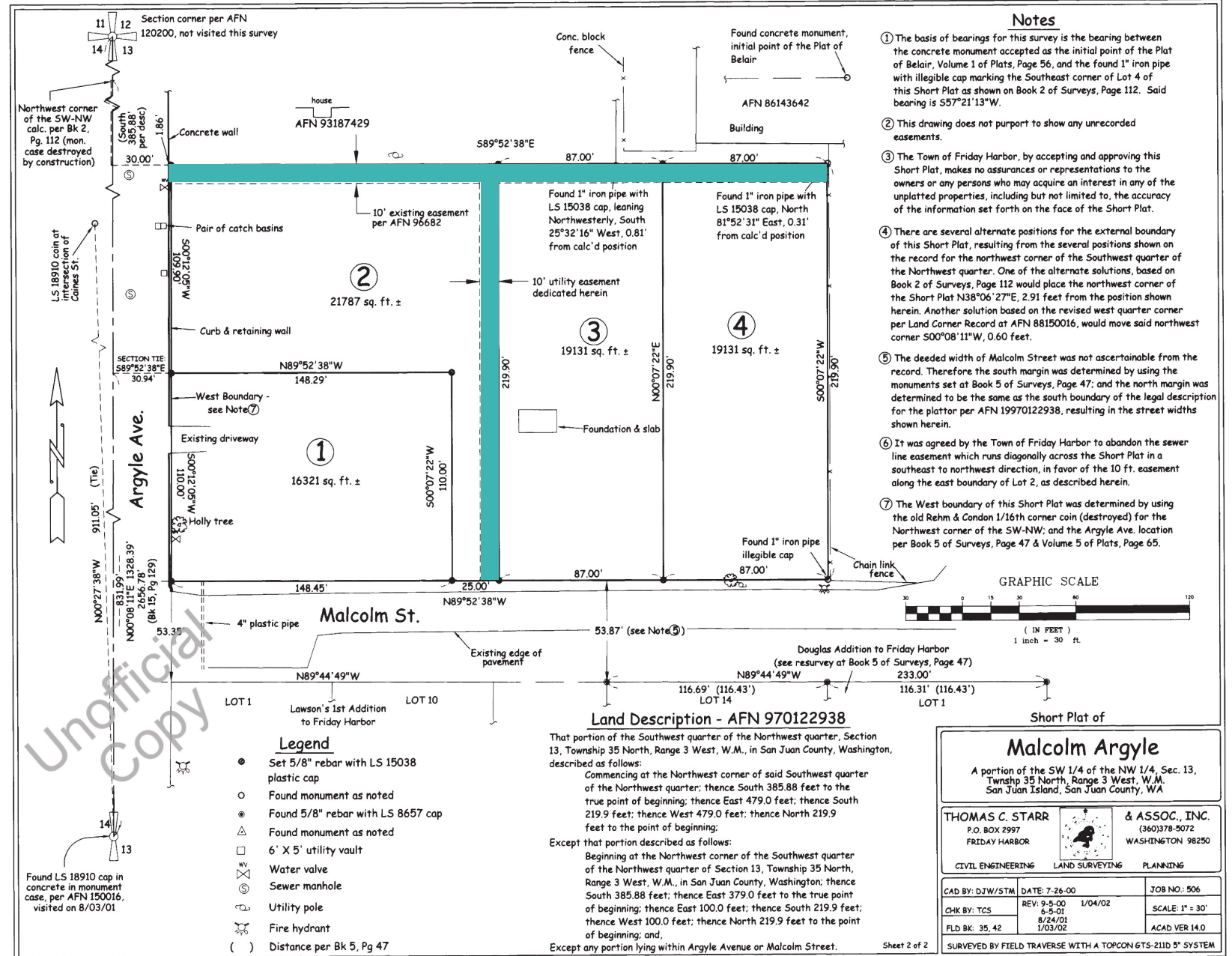




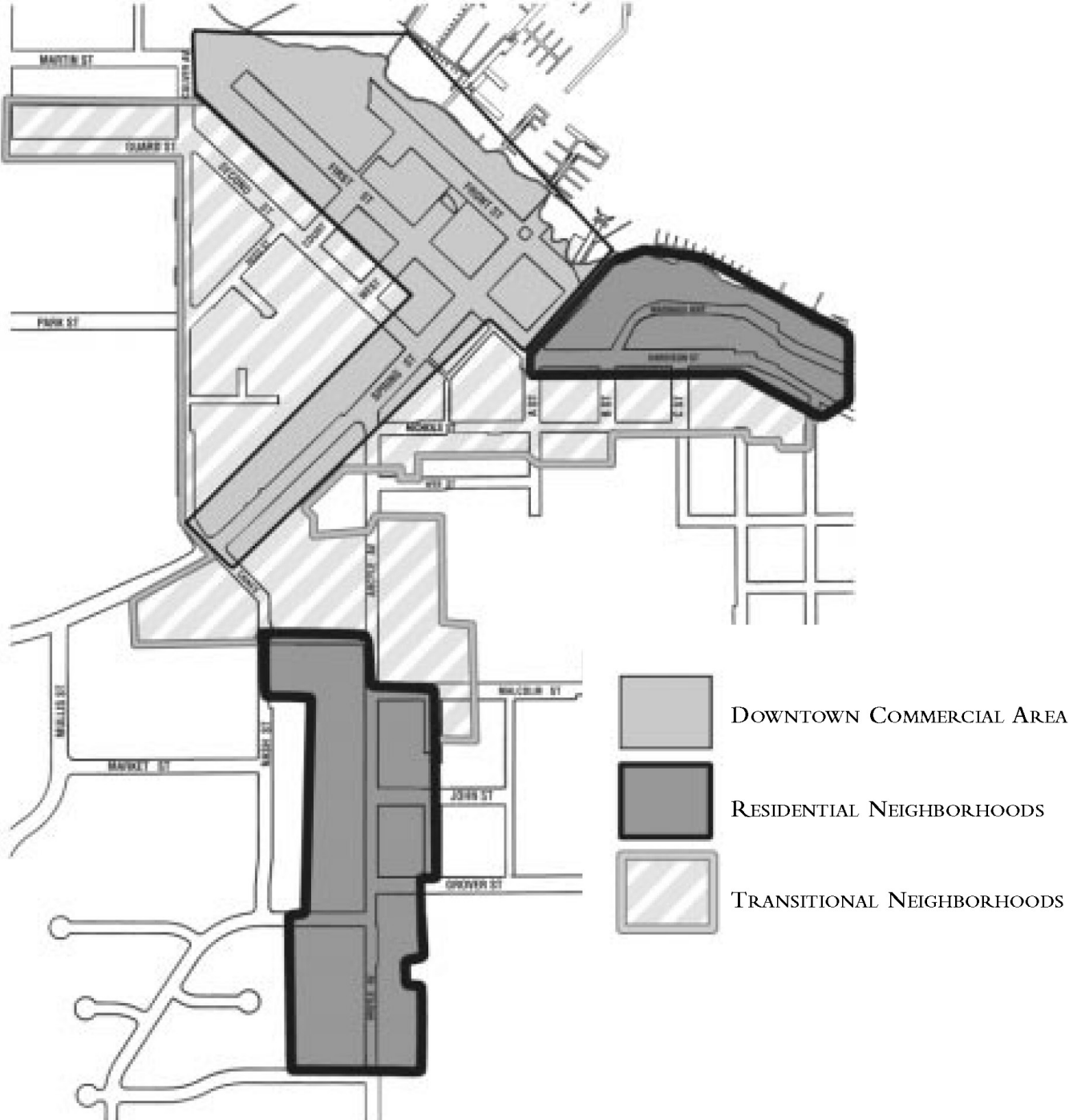
1966 CONVENTION CENTER







HISTORIC DISTRICT



Site Matrix		Site A	Site B	Site C	
		(Guard Street)	(Spring Street)	(Malcolm Street)	Notes
LIBRARY DESIGN/CIVICS	Capacity for Quality Open Space	2	4	2	Spring: Largest property allowing for several outdoor areas, facing all cardinal directions
	Proximity to Other Civic/Social Uses	2	4	4	Spring: Close to Art Museum, Mullis Senior Center, On Major Arterial
	Pedestrian Access/Proximity to Town	2	4	5	Malcolm: Closest to walkable town center
	Parcel Proportion	2	3	5	Malcolm & Spring: Are rectangular and have lots of frontage. Malcolm = 566', Spring = 304'
	Parcel Size	5	5	3	Guard = 102,026 SF; Spring = 109,880 SF; Malcolm = 76,374 SF. Larger is better
	Safety & Security	2	3	4	Malcolm: More eyes on the street (close to town, lots of frontage) Spring: Same but known drug activity at north adjacent lot
	Parking Capacity	2	4	4	Guard: Due to its lot depth and linear configuration, efficient parking can extend to the east, but walk becomes very long
	Vehicular Access	4	4	4	All sites are on arterials and have favorable vehicular access
	Loading Dock Access/Truck Turn Around	3	4	5	Spring: Assumes north access easment runs with the land and that south easment could be acquired from medical center and art museum
	Natural Environment	3	4	3	Spring: There are very signifigant trees on and adjacent to the property
	Flexibility	2	3	1	Malcolm: The Historic District will likely have an impact on flexibility. Spring: Assumes partial reuse of structure
	Future Growth	3	3	2	All Sites: A second story would have to be added for most efficient expansion.
	Future Adjacent Property Acquisition	4	3	0	Spring: Could purchase old Medical Center. Guard: Could retain existing library
	Control Daylighting/Shading	2	5	4	Spring: Largest site with many existing trees, sets site up for natural daylighting and shading oppotunties
	Topography	2	4	4	Spring & Malcolm: Have gentle slopes, preferable for ADA. All sites slope away from frontage so storm flow will need to be redirected
Subtotal		40	57	50	

Site Matrix		Site A	Site B	Site C	
MUNICIPAL INFRASTRUCTURE	Sidewalk/Curb/Gutter	3	3	-3	Spring & Guard: All sidewalks, curbs and gutters in place and adequately sized, both sides of street
	Power Transformer Required	4	4	-3	Spring & Guard: 1 & 3 Phase power already exists, ample transformers. Malcolm: New transformer for 1 phase power (\$10K-\$15K + trenching. 3 Phase power would have to be brought there (\$40k - \$60K + trenching)
	Water Main Connection Required	-3	5	2	Spring: Water main already connected and adequately sized. Malcolm: Water meter exists in SW corner so connection not required in street
	Water Distribution Upgrades	2	3	1	Spring: Private property distribution already in place. Some modifiaction will be required. Malcolm & Guard: Need full distribution install
	Hydrant/Fire Access	4	4	4	All sites have adequate fire hydrant pressure and fire department access
	Sewer Main Connection Required	4	4	-4	Spring & Guard: New connection is street highly unlikely. Malcolm: 10' sewer easement runs N/S at east edge lot 100 & 10' at N edge
	Sewer Distribution Upgrades	2	2	3	Spring & Guard: Distribution exists but there are known issues that need to be fixed. Malcolm: 3 6" stubs exist to lots 80, 100 & 200
	Storm Main Connection Required	4	4	2	Spring: likely existing connection main. Malcom: Create new connection to main. Guard: Awaiting depths from Storm Dept
	Storm Distribution Upgrades	-2	2	-2	Spring: Distribution existis but needs to be patched and lined. Guard & Malcolm: No distribution exists
	Street Lighting/Signage	1	3	4	All sites have ample existing stree lighting. Guard: Due to short frontage, signage opportunities are limited
	Road Improvements	4	4	-2	Spring & Guard: Road improvements already completed both sides of street. Malcolm: Entire frontage, both streets, need improvements
	Construction Access/Town Impact	-1	-4	-3	Spring & Malcom: Close to town and will intersect with ferry/daily tracffic
	Access to Street Parking	2	1	3	Spring: No street parking on major arterial
Subtotal		17	28	8	

SUSTAINABILITY	Building Salvage/Reuse	-2	2	0	Spring: Assumes reuse of some foundations, some long span lumber. Can create community event around soft strip, salvage and use.
	Passive Design	1	3	3	Guard: Due to its narrow proportions, adjacent sites block access to sun and prevailing winds
	Planted Roof	3	3	3	All sites have equivalent roof area for potential planted roof
	Storm Water Design	-1	3	2	Guard: Storm likely can't drain to street due to grades. Spring & Malcom: Storm detention can gravity drain to storm main.
	Solar PV	1	3	3	Spring & Malcom: Wide south facing frontage is advantageous for solor power generation
Subtotal		2	14	11	

Site Matrix		Site A	Site B	Site C	
VALUES	Touchstone/Civic Gravitas	1	5	4	Spring & Malcolm: Huge opportunity to make a community statement, cummunal center/touchstone
	Balance Indoor/Outdoor	1	5	4	Guard: The site proportion prevents outdoor/indoor adjacencies in all cardinal directions
	Lifts Up Neighborhood	1	5	3	Spring: Huge opportunity to lift up area, highly visible, becomes a gateway to town
	Access for Senior/Youth	2	4	4	Guard: Only moderately close to high school but farther from Senior Center and elemnetary school
Subtotal		5	19	15	

ENTITLEMENTS	Critical Areas	0	0	0	All sites are free and clear of mapped critical areas
	County Permits	0	0	0	All sites have no SJ County jurisdiction other than health department for probable café
	Archaeological Permits	0	0	0	All sites are subject to Tribal Review. At this time it is unknown if any sites have remains or artifacts that could stall or add cost to project
	SEPA Permits	-2	-2	-2	All sites: Likely that SEPA is required. To be verified further into design process
	DOE Permits	-2	-2	-2	All Sites: Likely need DOE permit because disturbed area will probably be in excess of 1 acre.
	Zoning Challenges	3	3	-2	Malcolm: Zoning constraints limit where and how building is configured. SJIL may lose some control
	Historic District	0	0	-2	Malcolm: Will add time and cost to design and permitting process. SJIL will lose some control.
	Federal Permits	0	0	0	All sites have no Federal jurisdiction
	Subtotal	3	3	6	

Site Matrix		Site A	Site B	Site C	
COST/SCHEDULE	Land Cost (Value)	4	-5	3	Guard & Malcolm: Assessed at \$4.27/SF & \$7.82/SF Respectively. Spring: Market price at \$24.25/SF, Assessed at \$27.25/SF
	Improvement Costs (Private land)	2	4	2	Spring: Existing 28,000 SF assisted living building prepares site for 20,000 SF library
	ROW Improvements (Public land)	4	5	-2	Spring: Fully updated ROW. Guard: Fully updated ROW less Storm. Malcolm: All new ROW updates required
	Demolition Costs	-1	-3	4	Malcolm: Almost no demolition required. Spring: Signifigant demolition burden - reccomendation to upcycle building. Awaiting demo costs
	Hazardous Waste Removal (Off Island)	-4	-1	0	Guard: Signifigant off-island hazardous soil removal required. Spring: Aesbestos abatement required.
	Soil Import/Export/Bedrock (On Island)	-2	-1	-1	Guard: Predominantly fill site and likely unstable soil, structural fill to be imported
	Schedule	-3	3	2	Guard: Not available until Public Works can vacate (3 or 4 years?). Malcolm: Assumed that it can be acquired reasonably fast
Subtotal		0	2	8	
SCORE (FLAT)		67	123	98	
SCORE (NO COST)		67	121	90	
Favorable Score					
4.1		0	8	33	Cost Multiplier (How important is cost? What are the drivers?)
SCORE (COST WEIGHTED)		67	131	131	



INITIAL INVESTIGATION FIELD REPORT

ERTS # 429164
County San Juan
Parcel # 351151035000
FS ID # 8421448

SITE INFORMATION

Site Name (e.g., Co. name over door): San Juan County	Site Address (including City and Zip+4): 1000 Guard Street, Friday Harbor WA 98250	Site Phone: () - () -
Site Contact and Title (if any):	Site Contact Address (including City and Zip+4) if any:	Site Contact Phone: () - () -
Site Owner: San Juan County Public Works (Owner)	Site Owner Address (including City and Zip+4): PO Box 729, Friday Harbor WA 98250	Site Owner Phone: () - () -
Site Owner Contact (if any):	Site Owner Contact Address (including City and Zip+4) if any:	Owner Contact Phone: () - () -
Previous/Additional Site Owner(s):	Previous/Additional Site Owner(s) Address (including City and Zip+4):	Phone: () - () -
Alternate Site Names: WA AGR M Friday Harbor 1	Comments:	Is property > 10 acres? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Location: Quarter-Quarter: NW Section: 11 Township: 35 Range: 3

Latitude: Decimal Degrees **OR** Degrees 48 Minutes 32 Seconds 10.6799

Longitude: Decimal Degrees **OR** Degrees -123 Minutes 1 Seconds 46.9919

INSPECTION INFORMATION

Inspection Date: 4/28/2009	Time: 10:50 <input checked="" type="checkbox"/> am <input type="checkbox"/> pm	Entry Notice: Announced <input type="checkbox"/> Unannounced <input checked="" type="checkbox"/>
Photographs? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Weather: Clear <input checked="" type="checkbox"/> Rain <input type="checkbox"/> Temperature: 50 ° F	
Samples? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Wind Direction: None Wind Speed: 0	

RECOMMENDATION

No Further Action (due to):	ISIS ACTIONS (check all that apply):
Release or threatened release does not pose a threat <input type="checkbox"/>	Site Hazard Assessment (MTCA List) <input checked="" type="checkbox"/>
No release or threatened release <input type="checkbox"/>	LUST List <input type="checkbox"/>
Educational mailing <input type="checkbox"/>	RCU (Reported Cleaned up) <input type="checkbox"/>
Refer to program/agency () <input type="checkbox"/>	Comments: Add to CSCI list.
Independent cleanup action completed (i.e., remediated) <input type="checkbox"/>	

COMPLAINT (Brief summary of ERTS):

During March 1998 three USTs were removed. A soil sample from the limits of excavation revealed TPH-G and TPH-D above MTCA A soil cleanup standards. Groundwater may also be contaminated above MTCA A standards based on a grab sample of water from the excavation pit. Documents in the site file reference an October 22, 1998 site assessment that is not included in the site file. It is unknown whether additional work has been performed at this site.

SITE STATUS (Brief summary of site condition(s) after investigation):

The site is an operating San Juan County Public Works facility.

Investigator: Wallace Reid

Date Submitted: 6/11/2009

Description: See attached photos.

Spill	<input type="checkbox"/>	LUST	<input checked="" type="checkbox"/>
Pesticide disposal	<input type="checkbox"/>	Tank	<input checked="" type="checkbox"/>
Landfill	<input type="checkbox"/>	Improper handling	<input type="checkbox"/>
Drums	<input type="checkbox"/>	Improper disposal	<input type="checkbox"/>
Other – Describe:	<input type="checkbox"/>		

Are discharges permitted? (if yes, describe)	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	Standard Industrial Codes (if known): 9199 General Government, Not Elsewhere Classified
--	--	---

AFFECTED MEDIA	CONTAMINANTS (#1-19: See contaminants key below) Enter letter designating status of contaminant: C = Confirmed (above MTCA Method A); S = Suspected; R = Remediated; B = Below MTCA Method A																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Ground Water							S												
Surface Water																			
Drinking Water																			
Soil							C												
Sediment																			
Air																			
1 Base/neutral/acid organics				8 Phenolic compounds				15 Conventional contaminants, organic											
2 Halogenated organic compounds				9 Non-halogenated solvents				16 Conventional contaminants, inorganic											
3 Metals - Priority pollutants				10 Dioxin				17 Asbestos											
4 Metals - Other				11 Polynuclear aromatic hydrocarbons (PAHs)				18 Arsenic											
5 Polychlorinated biPhenyls (PCBs)				12 Reactive wastes				19 Methyl Tert-Butyl Ether (MTBE)											
6 Pesticides				13 Corrosive wastes															
7 Petroleum products				14 Radioactive wastes															

SITE INFORMATION

Soil type Gray Clay-Sand	Slope 10% Northeast
Site vegetation/cover present:	
Forest <input type="checkbox"/>	Pasture/open field <input type="checkbox"/>
Bare soil <input checked="" type="checkbox"/>	Wetlands <input type="checkbox"/>
Brush <input type="checkbox"/>	Pavement <input type="checkbox"/>
Landscaped <input type="checkbox"/>	Surface water <input type="checkbox"/>
Other – Describe: One-story public works building	

Are there any drinking water systems affected?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Municipal, private, or both? (Circle)		
How many people are estimated to be affected?		
Is there a potential for a release or threatened release to affect a drinking water source?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are there monitoring wells in the vicinity?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are there dry wells in the vicinity?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

CONTAMINANT PATHWAYS AND TARGETS

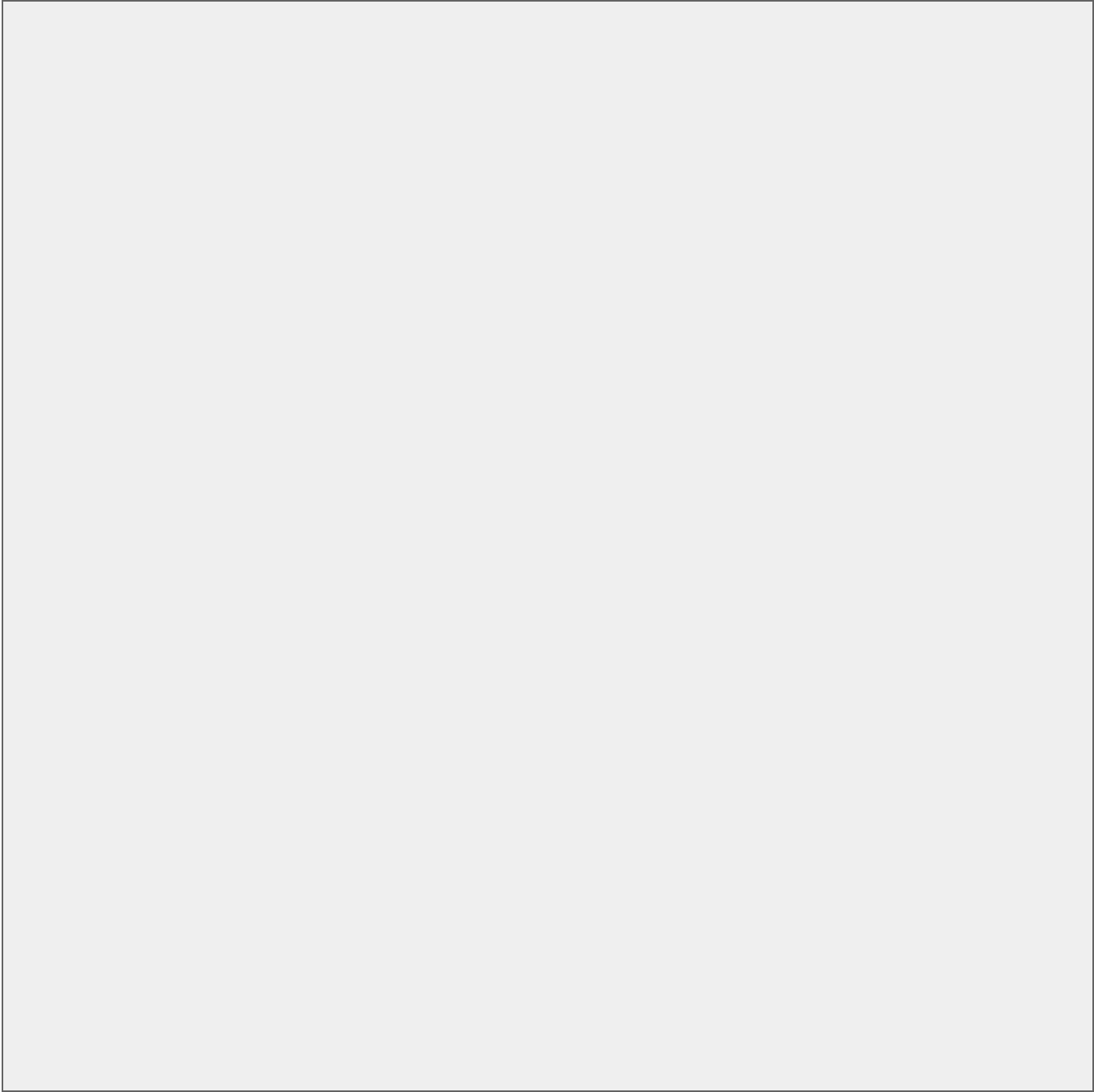
	Ingestion	Inhalation	Contact
Ground Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Surface Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drinking Water	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Soil	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sediment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


<u>Targets Possible:</u>	Residential <input type="checkbox"/>
Human, adult <input checked="" type="checkbox"/>	Industrial <input type="checkbox"/>
Human, children <input type="checkbox"/>	Commercial <input checked="" type="checkbox"/>
Sensitive environments (See WARM Scoring Manual for definition): <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe:	

General Comments: Human contact exposure possible during excavations at the site.

SITE MAP/DIAGRAM

Site Name San Juan County



<div> North</div>	Approximate scale: inch = feet
ERTS Number N29164	County San Juan
Inspector Wallace Reid	Date 6/11/2009

Underground Storage Tank System Summary

UST ID: 4154

Site Name: SAN JUAN COUNTY				Glossary	
UST ID:	4154	Facility/Site ID:	8421448	Latitude:	48.53630
Address:	1000 GUARD ST			Longitude:	-123.02972
	FRIDAY HARBOR, WA 98250			County:	San Juan
				Active Tag(s):	N/A
				Responsible Unit:	Northwest

Tank Summary		
Tank Name	Tank Status	Tank Install Date
1(GAS)	Removed	1/1/1950
2(DIESEL)	Removed	1/1/1950

Tank Name: 1(GAS)		Tank Status: Removed	
Tank Installation:	1/1/1950	Tank Upgrade:	Business License Endorsement Expiration: 6/30/1997
Tank Status Date:	8/6/1996	Piping Installation:	Tank Permanently Closed Date:
Tank Information		Piping Information	
Material:		Material:	
Construction:		Construction:	
Corrosion Protection:		Corrosion Protection:	
Manifolded Tank:		SFC* at Tank:	
Release Detection:		SFC* at Dispenser/Pump:	
Tightness Test:		Primary Release Detection:	
Spill Prevention:		Secondary Release Detection:	
Overfill Prevention:		Pumping System:	
Actual Capacity:	800 Gallons	Turbine Sump Construction:	
Capacity Range:		*SFC = Steel Flex Connector	
Compartment	Substance Stored	Substance Used	Capacity
1	Unleaded Gasoline	Motor Fuel for Vehicles	800 Gallons

Underground Storage Tank System Summary

UST ID: 4154

Tank Name: 2(DIESEL)		Tank Status: Removed	
Tank Installation: 1/1/1950	Tank Upgrade:	Business License Endorsement Expiration: 6/30/1996	
Tank Status Date: 8/6/1996	Piping Installation:	Tank Permanently Closed Date:	
Tank Information		Piping Information	
Material:		Material:	
Construction: Single Wall Tank		Construction: Single Wall Pipe	
Corrosion Protection: None		Corrosion Protection: Other	
Manifolded Tank:		SFC* at Tank:	
Release Detection: Weekly Manual Gauging		SFC* at Dispenser/Pump:	
Tightness Test:		Primary Release Detection: Safe Suction (No Leak Detection)	
Spill Prevention: None		Secondary Release Detection:	
Overfill Prevention: None		Pumping System:	
Actual Capacity: 350 Gallons		Turbine Sump Construction:	
Capacity Range: 111 TO 1,100 Gallons		*SFC = Steel Flex Connector	
Compartment	Substance Stored	Substance Used	Capacity
1		Motor Fuel for Vehicles	350 Gallons

RESOL

Recorded at the request of:

When recorded, return to:

SAN JUAN COUNTY COUNCIL

on 01/28/2008 at 16:26

San Juan County Council
350 Court Street # 1
Friday Harbor, WA 98250

Total of 5 page(s) Fee: \$.00

SAN JUAN COUNTY, WASHINGTON

F. MILENE HENLEY, AUDITOR

DMT

DOCUMENT TITLE: RESOLUTION 3 2008 & UTILITY EASEMENT

Grantors: SAN JUAN COUNTY

San Juan County Resolution 3 - 2008

Utility Easement for the purpose of installing and maintenance of below ground and above ground wires and fixtures

Grantees: ORCAS POWER AND LIGHT COOPERATIVE , AND OTHER UTILITY COMPANIES

Tax Parcel Number: 351151035

Legal Description: Southeast Quarter of the Southwest Quarter, Section 11, Township 35 North, Range 3 West, W.M.

Reference Auditor File Numbers:

RESOLUTION NO. 3 - 2008

AUTHORIZING THE COUNTY COUNCIL TO GRANT AND CONVEY A UTILITY EASEMENT TO ORCAS POWER AND LIGHT COOPERATIVE (OPALCO) AND OTHER UTILITY COMPANIES FOR INSTALLATION, REPAIR, AND REPLACEMENT OF BELOW GROUND AND ABOVE GROUND WIRES AND FIXTURES ON COUNTY PROPERTY AT 1000 GUARD STREET, FRIDAY HARBOR, WASHINGTON, AND ALSO AUTHORIZE THE COUNTY ADMINISTRATOR TO SIGN THE UTILITY EASEMENT

WHEREAS, OPALCO, and other utility companies have requested a Utility Easement to install below ground and above ground wires and fixtures on County property, and

WHEREAS, San Juan County is desirous to bury the existing overhead service to County facilities, and

WHEREAS, said County property is at the San Juan County Public Works maintenance yard, at 1000 Guard Street, Friday Harbor, Washington, and

WHEREAS, the below ground and above ground wires and fixtures benefit San Juan County and the citizens of San Juan County, and

WHEREAS, the County Council determined that the utility installations and Utility Easement is in the best interest of the citizens of San Juan County.

NOW THEREFORE BE IT RESOLVED, to grant and convey a Utility Easement to Orcas Power and Light Cooperative (OPALCO) and other utility companies for installation, repair, and replacement of below ground and above ground wires and fixtures, on County property, at the San Juan County Public Works at 1000 Guard Street, Friday Harbor, Washington, and

BE IT ALSO RESOLVED that the County Council shall authorize the County Administrator to sign the Utility Easement.

ADOPTED this 15th day of January, 2008.

ATTEST: CLERK OF THE COUNCIL

By: Laura Tuttle 1/15/08
Laura Tuttle Date:

REVIEWED BY COUNTY
ADMINISTRATOR

Pete Rose 12-24-07
Pete Rose Date:

APPROVED AS TO FORM ONLY
RANDALL K. GAYLORD

By: Karen Vedder 12/17/07
Date:

APPROVED BY PUBLIC WORKS:

Jon Shannon 12/19/07
Jon Shannon, Director Date:

COUNTY COUNCIL
SAN JUAN COUNTY, WASHINGTON

Howard Rosenfeld
Howard Rosenfeld, Chair
District 3, Friday Harbor

Gene Knapp
Gene Knapp, Vice Chair
District 5, Orcas

Kevin M. M. Ranker
Kevin M. M. Ranker, Member
District 1, San Juan South

Richard Peterson
Rich Peterson, Member
District 2, San Juan North

Alan Lichter
Alan Lichter, Member
District 4, Orcas West

EXCUSED

Bob Myhr, Member
District 6, Lopez/Shaw

UTILITY EASEMENT

Page 1 of 2

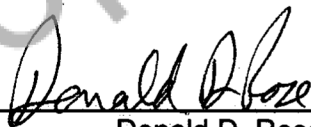
THE GRANTOR, San Juan County, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to the **GRANTEE, ORCAS POWER AND LIGHT COOPERATIVE (OPALCO)**, its successors and assigns, an easement for the installation and continued operation, maintenance, repair and replacement of an underground electric distribution line, with all the necessary below ground and above ground wires and fixtures, together with the right of access to said facilities and the right to cut, trim, control and remove trees, brush and other obstructions which may interfere with the Grantee's proper use of this easement and the right to permit the joint use of the easement by others for underground electrical, telephone or TV cable purposes, over, under and across the following described property, Tax Parcel # 351151035000) located in the SE1/4 SW1/4, Section 11, Township 35 North, Range 3 West, W.M., San Juan County, Washington, to-wit:

The South 5.0 feet of the West 5.0 feet, the South 10.0 feet of the East 20.0 feet, and the East 10.0 feet of the South 160.0 feet of the following described property (shown approximately in attached Exhibit A – Site Diagram):

All of Lot 56 and the W1/2 of Lots 57 and 58 of The Plat of Gould's 2nd Acre Addition To Friday Harbor, recorded in Volume 1 of Plats, at Page 6, records of San Juan County less such parts thereof as were conveyed to Walrod by deed recorded in Vol. 19 of Deeds at Page 639, records of San Juan County.

All facilities installed by Grantee on said lands shall remain its property and may be removed by it at any time. Grantee, OPALCO, assumes no duty for determining whether trees within the easement may be a danger to the property owner, his guests, licensees and invitees, or to any adjacent property owners and/or users and will make no inspections and/or determinations of such dangers and assumes no duty of care in connection therewith.

Dated this 28th day of January, 2008



Donald D. Rose

San Juan County Administrator

CORPORATE ACKNOWLEDGMENT

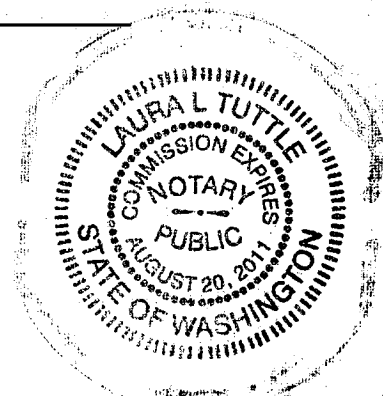
I certify that I know or have satisfactory evidence that Donald Pete Rose is the person who appeared before me, and said person acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Administrator of San Juan County, a municipal corporation, to be the free and voluntary act of the County for the uses and purposes mentioned in the instrument.

Dated: 1/28/08

Laura L. Tuttle

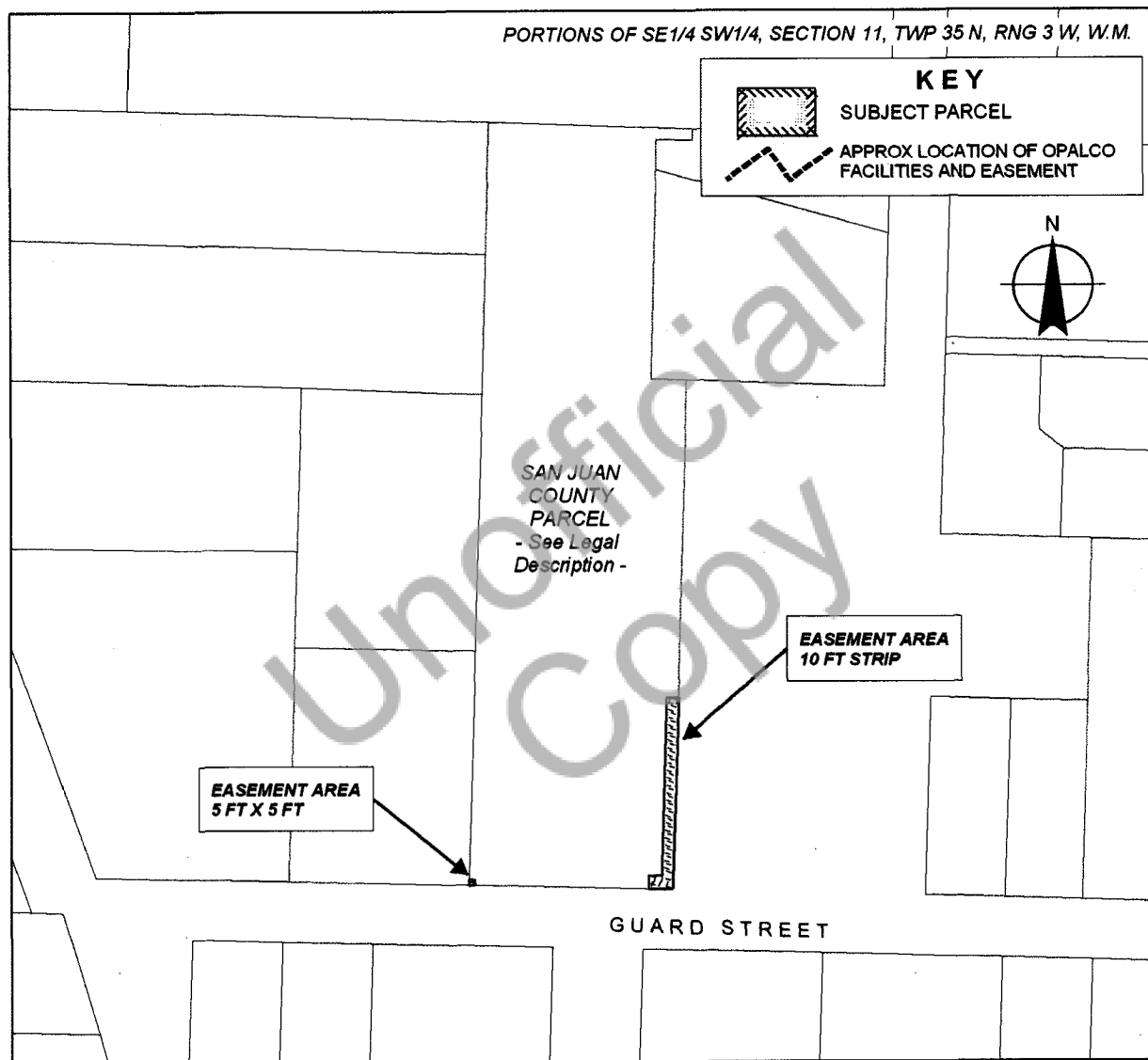
Notary Public in and for the State of WASHINGTON

Residing at 300 WASHINGTON WAY, FH WA my appointment expires 8/20/2011

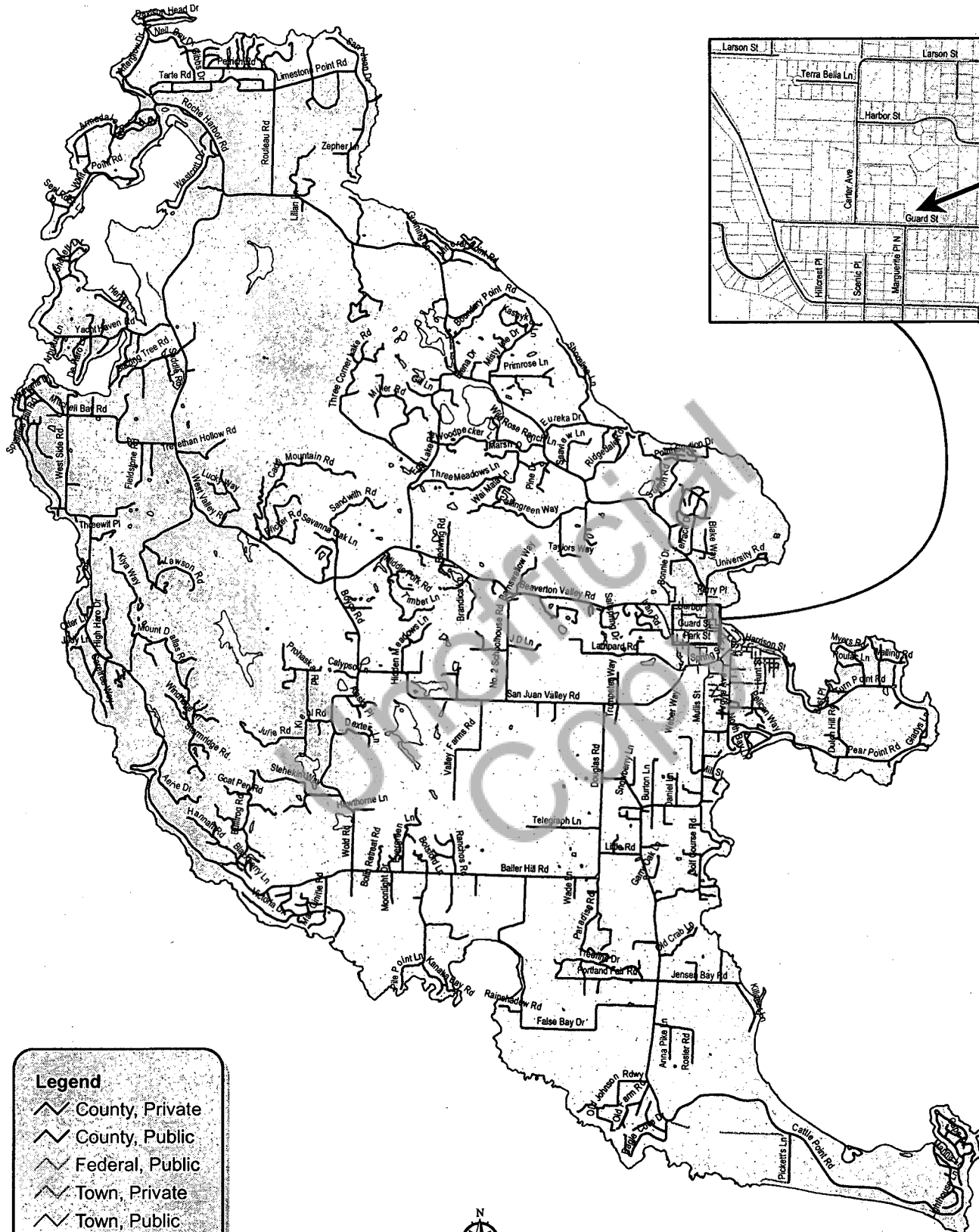


UTILITY EASEMENT- Cont.
San Juan County
Page 2 of 2

EXHIBIT "A"
Site Diagram



Public Works Maint Yard - Easement



This map is a graphic representation derived from San Juan County's Geographic Information System. It is designed and intended for reference only, and is not guaranteed to survey accuracy. This map is based on the best information available as of the publication date.



San Juan Island Road Map

San Juan Island
San Juan County, Washington

Figure
1

90169142

INDEXED

WHEN RECORDED RETURN TO:

John K. Sutherland
2033 North Main Street
Suite 700
Walnut Creek, CA 94596

Filed for Record at the Request

of
ISLAND TITLE COMPANY

on SEP 27 1990

at 4:04 P M and recorded

in vol 305 of Official

Records, page 158-172

RECEIVED, NOTAR
SAN JUAN COUNTY, NM

James B. Budy
DEPUTY

AGREEMENT AND GRANT OF EASEMENTS

THIS AGREEMENT AND GRANT OF EASEMENTS is between ISLAND CONVALESCENT CENTER ASSOCIATES, a Washington joint venture composed of The Islands' Convalescent Center, Inc., a Washington corporation, and Gale B. Carter and Doreen J. Carter, husband and wife, the owners of the "Islands West" retirement center, located at 680 Spring Street, Friday Harbor, Washington, more particularly described in Exhibit "A" attached hereto (the retirement center), and ISLANDS ASSOCIATES, a California general partnership, PHILIP B. SLAKEY and DIANA P. SLAKEY, husband and wife, DAVID M. SHAMES and TERRY M. SHAMES, trustees of the Shames Family Trust established November 19, 1987, and ALERICA CORPORATION, a California corporation, the owners of the "Island Convalescent Center" nursing home at 660 Spring Street, Friday Harbor, Washington, more particularly described in Exhibit "B" attached hereto (the nursing home).

1. The owner of the retirement center hereby grants and conveys to the owners of the nursing home a non-exclusive easement, appurtenant to the nursing home, for vehicular and pedestrian ingress and egress and for a sufficient number of parking spaces for the nursing home to comply with the zoning applicable to the nursing home, over, upon and across the existing driveways and parking areas of the retirement center.

2. The owners of the nursing home hereby grant and convey to the owner of the retirement center a non-exclusive easement, appurtenant to the retirement center, for vehicular and pedestrian ingress and egress, over, upon and across the existing driveways and parking areas of the nursing home.

1% EXCISE TAX IS NOT REQUIRED
San Juan Co. Treas.

By *[Signature]* Deputy

- 1 -

SAN JUAN COUNTY
OFFICIAL RECORD VOL. 305 PAGE 158

3. The easements herein granted shall be for the use and benefit of the owners, patients and residents, families of patients and residents, and staff of the retirement center and the nursing home.

4. The use of the easements herein granted shall be subject to reasonable rules and regulations adopted by the owners of the retirement center and the nursing home respectively. The owner of the retirement center shall have the right to designate the parking spaces to be used for the nursing home. The owners of the retirement center and the nursing home may relocate the driveways and parking areas subject to the easements herein granted, provided only that reasonable access to and from the retirement center and the nursing home is maintained and the same number of parking spaces are made available.

5. Any disputes concerning this agreement shall be subject to binding arbitration in accordance with the rules of the American Arbitration Association. In the event of any arbitration or litigation concerning this agreement, the prevailing party shall be entitled to recover reasonable attorneys fees.

6. This agreement shall be governed by the laws of the State of Washington.

7. This agreement shall be binding upon, and inure to the benefit of, the owners of the retirement center and the nursing home. The obligations of the owners of the retirement center and the nursing home shall be covenants running with the land.

Dated: 04-19-90, 1989.

ISLANDS CONVALESCENT CENTER ASSOCIATES

By: The Islands' Convalescent Center,
Inc.
Joint Venture

By: 

Gale B. Carter
President

90169142

By:

Doreen J. Carter
Doreen J. Carter
Secretary

By:

Gale B. Carter
Gale B. Carter
Joint Venturer

By:

Doreen J. Carter
Doreen J. Carter
Joint Venturer

ISLANDS ASSOCIATES

By:

Monica R. Salusky
MONICA R. SALUSKY
Managing Partner

David M. Shames
DAVID M. SHAMES

Trustee of the Shames Family Trust
established November 19, 1987

Terry M. Shames
TERRY M. SHAMES

Trustee of the Shames Family Trust
established November 19, 1987

Philip B. Slakey
PHILIP B. SLAKEY

Diana P. Slakey
DIANA P. SLAKEY

ALERICA CORPORATION

By:

John K. Sutherland
John K. Sutherland
President

SAN JUAN COUNTY
OFFICIAL RECORD VOL. 305 PAGE 160

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA



On this 2nd day of July in the year 1990

ANGEL DENISE JACKSON a Notary Public, State of California duly commissioned and sworn, personally appeared DAVID M. SHAMES, TRUSTEE personally known to me (or proved to me on the basis of satisfactory evidence to be the person is whose name is subscribed to this instrument, and acknowledged that he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California, County of Contra Costa on the date set forth above in this certificate.

Angel Denise Jackson
Notary Public, State of California
My commissions expires May 4, 1993

90169142

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA



On this 2nd day of July in the year 1990

ANGEL DENISE JACKSON a Notary Public, State of California duly commissioned and sworn, personally appeared TERRY M. SHAMES, TRUSTEE

personally known to me (or proved to me on the basis of satisfactory evidence to be the person is whose name is subscribed to this instrument, and acknowledged that she executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California, County of Contra Costa on the date set forth above in this certificate.

Angel Denise Jackson
Notary Public, State of California
My commissions expires May 4, 1993

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA



On this 2nd day of July in the year 1990

ANGEL DENISE JACKSON a Notary Public, State of California duly commissioned and sworn, personally appeared DAVID M. SHAMES, TRUSTEE

personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California, County of Contra Costa on the date set forth above in this certificate.

Angel Denise Jackson
Notary Public, State of California
My commissions expires May 4, 1993

90169142

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA



On this 2nd day of July in the year 1990

ANGEL DENISE JACKSON a Notary Public, State of California duly commissioned and sworn, personally appeared TERRY M. SHAMES, TRUSTEE

personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California, County of Contra Costa on the date set forth above in this certificate.

Angel Denise Jackson
Notary Public, State of California
My commissions expires May 4, 1993



STATE OF CALIFORNIA

§
§ SS.
§

COUNTY OF Contra Costa

On this 5th day of July in the year
1990 before me, the undersigned, a Notary Public, in
and for said County and State, personally appeared
MONICA R. SALUSKY

_____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be
one of the partners of the partnership that
executed the within instrument, and acknowledged to me that
such partnership executed the same.

Signature

Angel Denise Jackson

ANGEL DENISE JACKSON

Name (Typed or Printed)

90169142

90169142

STATE OF CALIFORNIA

§
§ SS.
§

COUNTY OF Contra Costa

On this 5th day of July in the year
1990 before me, the undersigned, a Notary Public, in
and for said County and State, personally appeared
John K. Sutherland personally known
to me (or proved to me on the basis of satisfactory evidence)
to be the _____ President, and

_____ personally known to me (or proved to me on the basis of
satisfactory evidence) to be the _____

Secretary of the corporation that executed the within
instrument, and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws or a
resolution of its board of directors.

Signature

Angel Denise Jackson

ANGEL DENISE JACKSON

Name (Typed or Printed)



STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA



On this 9th day of July in the year 1990 before me

Angel Denise Jackson a Notary Public, State of California duly commissioned and sworn, personally appeared PHILIP B. SLAKEY

personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name subscribed to this instrument, and acknowledged that he executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California, County of Contra Costa on the date set forth above in this certificate.

Angel Denise Jackson
Notary Public, State of California

My commissions expires May 4, 1993

90169142

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA



On this 9th day of July in the year 1990 before me

Angel Denise Jackson a Notary Public, State of California duly commissioned and sworn, personally appeared DIANA P. SLAKEY

personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name subscribed to this instrument, and acknowledged that she executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California, County of Contra Costa on the date set forth above in this certificate.

Angel Denise Jackson
Notary Public, State of California

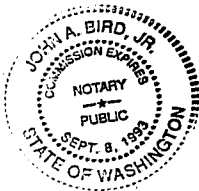
My commissions expires May 4, 1993

90169142

STATE OF WASHINGTON)
) SS.
COUNTY OF ~~KING~~ SAN JUAN)

I certify that I know or have satisfactory evidence that GALE B. CARTER is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument as President of THE ISLANDS' CONVALESCENT CENTERS, INC., a General Partner of ISLANDS CONVALESCENT CENTER ASSOCIATES, the general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation and general partnership, for the uses and purposes therein mentioned.

Dated SEPT. 26, 1990

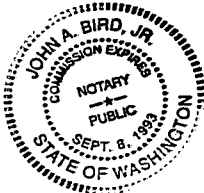


John B. Bird
Notary Public in and for the
State of Washington
Residing at Friday Harbor
My Appointment Expires 9/8/93

STATE OF WASHINGTON)
) SS.
COUNTY OF ~~KING~~ SAN JUAN)

I certify that I know or have satisfactory evidence that DOREEN J. CARTER is the person who appeared before me, and said person acknowledged that she was authorized to execute the instrument as Secretary of THE ISLANDS' CONVALESCENT CENTERS, INC., a General Partner of ISLANDS CONVALESCENT CENTER ASSOCIATES, the general partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation and general partnership, for the uses and purposes therein mentioned.

Dated SEPT 26, 1990



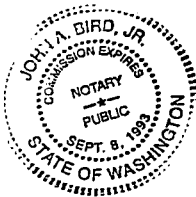
John B. Bird
Notary Public in and for the
State of Washington
Residing at Friday Harbor
My Appointment Expires 9/8/93

90169142

STATE OF WASHINGTON)
) SS.
COUNTY OF ~~KING~~ SAN JUAN)

I certify that I know or have satisfactory evidence that GALE B. CARTER is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument as a General Partner on behalf of THE ISLANDS' CONVALESCENT CENTER, INC., pursuant to the provisions of the partnership agreement of said general partnership and acknowledged said instrument to be the free and voluntary act of said general partnership for the uses and purposes mentioned in said instrument.

Dated SEPT 26, 1990

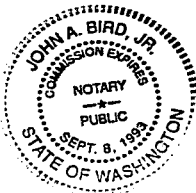


[Signature]
Notary Public in and for the
State of Washington
Residing at Friday Harbor
My Appointment Expires 9/8/93

STATE OF WASHINGTON)
) SS.
COUNTY OF ~~KING~~ SAN JUAN)

I certify that I know or have satisfactory evidence that DOREEN J. CARTER is the person who appeared before me, and said person acknowledged that she was authorized to execute the instrument as a General Partner on behalf of THE ISLANDS' CONVALESCENT CENTER, INC., pursuant to the provisions of the partnership agreement of said general partnership and acknowledged said instrument to be the free and voluntary act of said general partnership for the uses and purposes mentioned in said instrument.

Dated SEPT 26, 1990



[Signature]
Notary Public in and for the
State of Washington
Residing at Friday Harbor
My Appointment Expires 9/8/93

90169142

LEGAL DESCRIPTION OF ISLANDS WEST RETIREMENT CENTER, FRIDAY HARBOR, WA

EXHIBIT "A"

Legal Description

PARCEL "A"

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, PRICE'S ADDITION TO FRIDAY HARBOR, according to the Plat thereof, recorded in Volume 1 of Plats, at page 87, in the office of the Auditor of San Juan County, Washington.

EXCEPTING THEREFROM that portion thereof lying Easterly of the following described line:

Beginning at the southeast corner of Lot 9, Price's Addition to Friday Harbor, as recorded at Volume 1 of Plats, Page 87, records of San Juan County, Washington; thence South $67^{\circ}37'00''$ West 79.58 feet to the P.C. of a curve to the left having a radius of 20.00 feet and a central angle of $67^{\circ}30'00''$; thence along said curve 23.56 feet to the P.T.; thence South $0^{\circ}07'07''$ West, 64.04 feet; thence South $33^{\circ}0'0''$ West, 12.00 feet; thence South $0^{\circ}07'07''$ West, 135.00 feet; thence South $89^{\circ}52'53''$ East, 43.32 feet to the East line of Lot 5 of said Price's Addition; thence along the East boundary of Lots 5 and 1 of said addition South $0^{\circ}12'40''$ West 133.78 feet to the South boundary of Lot 1; thence leaving said East boundary North $89^{\circ}47'20''$ West 18.53 feet along the South boundary of said Lot 1; thence leaving said South boundary South $0^{\circ}07'07''$ West 36.29 feet; thence North $89^{\circ}52'53''$ West, 22.00 feet; thence South $0^{\circ}07'07''$ West, 48.39 feet, more or less, to the north margin of Spring Street.

EXCEPT the West 10.0 feet of Lots 8 and 9 and except the East 10.0 feet of Lot 9, Price's Addition to Friday Harbor as conveyed to The Town of Friday Harbor, a municipal corporation by Quit Claim Deed dated October 31, 1985 and recorded December 26, 1985, in Volume 146 of Official Records at page 448, under Auditor's File No. 85137911, records of San Juan County, Washington.

EXCEPT that portion of Lot 5, Price's Addition to Friday Harbor, more particularly described as follows:

Commencing at the southeast corner of Lot 9, Price's Addition to Friday Harbor, as recorded at Volume 1 of Plats, page 87, records of San Juan County, Washington; thence South $67^{\circ}30'00''$ West 79.58 feet to the P.C. of a curve to the left having a radius of 20.00 feet and a central angle of $67^{\circ}30'00''$; thence along said curve 23.56 feet to the P.T.; thence South $0^{\circ}07'07''$ West, 64.04

90169142

RE : 1087-15
PAGE: 3

(LEGAL DESCRIPTION CONTINUED)

feet; thence South 33°0'0"West, 12.00 feet; thence South 0°07'07" West, 135.00 feet to the TRUE POINT OF BEGINNING; Thence South 89°52'23" East, 43.32 feet to the East boundary of said Price's Addition; thence along said East boundary South 0°12'40" West 49.05 feet; thence leaving said East boundary North 87°47'20" East 48.68 feet; thence North 06°27'36" East 49.27 feet to the true point of beginning.

Situate in San Juan County, Washington.

PARCEL "B"

That portion of the Southwest Quarter of the Northeast Quarter of section 14, Township 35 North, Range 3 West of W.M., described as follows:

Beginning at a point on the 1/16 section line, which is 311 feet South of the northeast corner of the Southwest Quarter of the Northeast Quarter of Section 14, Township 35 North, Range 3 West, W.M., and running thence on said line South 100 feet; thence along the line of the county Road, now known as Spring Street, Friday Harbor, said county, West 75 feet; thence North 100 feet; thence East 75 feet to the place of beginning.

EXCEPTING THEREFROM that portion lying Easterly of the following described line:

Beginning at the southeast corner of Lot 9, Price's Addition to Friday Harbor, as recorded at Volume 1 of Plats, Page 87, records of San Juan County, Washington; thence South 67°37'07" West 79.58 feet to the P.C. of a curve to the left having a radius of 20.00 feet and a central angle of 67°30'00"; thence along said curve 23.56 feet to the P.T.; thence South 0°07'07" West, 64.04 feet; thence South 33°0'0" West, 12.00 feet; thence South 0°07'07" West, 135.00 feet; thence South 89°52'53" East, 43.32 feet to the East line of Lot 5 of said Price's Addition; thence along the East boundary of Lots 5 and 1 of said addition South 0°12'40" West 133.78 feet to the South boundary of Lot 1; thence leaving said East boundary North 89°47'20" West 18.53 feet along the South boundary of said Lot 1; thence leaving said South boundary South 0°07'07" West 36.29 feet; thence North 89°52'53" West, 22.00 feet; thence South 0°07'07" West, 48.39 feet, more or less, to the north margin of Spring Street.

Situate in San Juan County, Washington.

90169142

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PAGE: 4

87149292

(LEGAL DESCRIPTION CONTINUED)

PARCEL "C"

That portion of Lots 5, 6, 7, 8 and 9, PRICE'S ADDITION TO FRIDAY HARBOR, according to the Plat thereof, recorded in Volume 1 of Plats, at page 87, in the office of the Auditor of San Juan County, Washington, more particularly described as follows:

Commencing at the southeast corner of Lot 9 of said subdivision; thence South 67°37'07" West 72.29 feet to the TRUE POINT OF BEGINNING; thence continuing South 67°37'07" West 7.30 feet to the P.C. of a curve to the left having a radius of 20.00 feet and a central angle of 67°30'00"; thence along said curve 23.56 feet to the P.T.; thence South 0°07'07" West, 64.04 feet; thence South 33°0'0" West, 12.00 feet; thence South 0°07'07", 135.00 feet; thence North 6°27'36" East, 231.81 feet to the true point of beginning.

Situate in San Juan County, Washington.

LEGAL DESCRIPTION OF ISLAND CONVALESCENT CENTER, FRIDAY HARBOR, WA

EXHIBIT B
REAL PROPERTY 90169142

PARCEL "A"

That portion of the East half of the Northeast Quarter of Section 14, Township 35 North, Range 3 West of W.M., described as follows:

Beginning at a point 13 chains and 65 links (900.9') North of the Southwest corner of the East half of the Northeast Quarter of Section 14, Township 35 North, Range 3 West, W.M., where said line crosses the County Road or Spring Street; thence North 6 chains and 40 links (422.24') thence East 3 chains and 80 links (250.8'); thence South 332.94 feet, more or less, to a point on the North margin of above said street, thence South 72' West 268.1 feet along the said North margin of said road to the point of beginning.

EXCEPT the following described tract: Beginning at the original point above mentioned; thence North 72' East 130 feet along the North margin of the County Road (Spring Street) in Friday Harbor, thence North 100 feet, thence West 123.6 feet to the West margin line of the tract first above described; thence South 140.2 feet on said West line to the point of beginning.

Situate in San Juan County, Washington.

PARCEL "B"

That portion of Lots 5, 6, 7 and 8, PRICE'S ADDITION TO FRIDAY HARBOR, according to the Plat thereof, recorded in Volume 1 of Plats, at page 87, in the office of the Auditor of San Juan County, Washington, lying Easterly of the following described line:

Beginning at the southeast corner of Lot 9, Price's Addition to Friday Harbor, as recorded at Volume 1 of Plats, Page 87, records of San Juan County, Washington; thence South 67°37'07" West 79.58 feet to the P.C. of a curve to the left having a radius of 20.00 feet and a central angle of 67°30'00"; thence along said curve 23.56 feet to the P.T.; thence South 0°07'07" West, 64.04 feet; thence South 33°0'0" West, 12.00 feet; thence South 0°07'07" West, 135.00 feet; thence South 89°52'53" East, 43.32 feet to the East line of Lot 5 of said Price's Addition; thence along the East boundary of Lots 5 and 1 of said addition South 0°12'40" West 133.78 feet to the South boundary of Lot 1; thence leaving said East boundary North 89°47'20" West 18.53 feet along the South

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EXHIBIT B (CONT.)

90169142

(Legal Description Parcel "B" continued)

boundary of said Lot 1; thence leaving said South boundary South 0°07'07" West 36.29 feet; thence North 89°52'53" West, 22.00 feet; thence South 0°07'07" West, 48.39 feet, more or less, to the north margin of Spring Street.

EXCEPTING THEREFROM that portion described as follows:

Commencing at the Southeast corner of Lot 9 of said subdivision; thence South 67° 37' 07" West 72.29 feet to the TRUE POINT OF BEGINNING; thence continuing South 67° 37' 07" West 7.30 feet to the P. C. of a curve to the left having a radius of 20.00 feet and a central angle of 67° 37' 00"; thence along said curve 23.56 feet to the P. T.; thence South 0° 07' 07" West 64.04 feet; thence South 33° 0' 0" West 12.00 feet; thence South 0° 07' 07" 135.00 feet; thence North 6° 27' 36" East 231.81 feet to the true point of beginning.

Situate in San Juan County, Washington.

PARCEL "C"

That portion of the east half of the Northeast Quarter of Section 14, Township 35 North, Range 3 West, W.M., described as follows:

Beginning at a point 13 chains and 65 links (900.9') North of the southwest corner of the east half of the Northeast Quarter of said Section 14 (which point is the intersection of the west line of said east half of the Northeast Quarter with the north margin of the County Road or Spring Street); thence North 72° East 130 feet along the north margin of Spring Street; thence North 100 feet; thence West 123.6 feet to the west line of the east half of the Northeast Quarter; thence South 140.2 feet on said west line to the point of beginning.

EXCEPTING THEREFROM that portion lying Westerly of the following described line:

Beginning at the southeast corner of Lot 9, Price's Addition to Friday Harbor, as recorded at Volume 1 of Plats, Page 87, records of San Juan County, Washington; thence South 67°37'07" West 79.58 feet to the P.C. of a curve to the left having a radius of 20.00 feet and a central angle of 67°30'00"; thence along said curve 23.56 feet to the P.T.; thence South 0°07'07" West, 64.04 feet; thence South 33°0'0" West, 12.00 feet; thence South 0°07'07" West, 135.00 feet; thence South 89°52'53" East, 43.32 feet to the East line of Lot 5 of said Price's Addition; thence along the East boundary of Lots 5 and 1 of said addition South 0°12'40" West 133.78 feet to the South boundary of Lot 1; thence leaving

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(Legal Description Parcel "C" continued)

said East boundary North 89°47'20" West 18.53 feet along the South boundary of said Lot 1; thence leaving said South boundary South 0°07'07" West 36.29 feet; thence North 89°52'53" West, 22.00 feet; thence South 0°07'07" West, 48.39 feet, more or less, to the north margin of Spring Street.

Situate in San Juan County, Washington.

PARCEL "D"

That portion of the Southwest Quarter of the Northeast Quarter of section 14, Township 35 North, Range 3 West of W.M., described as follows:

Beginning at a point on the 1/16 section line, which is 311 feet South of the northeast corner of the Southwest Quarter of the Northeast Quarter of Section 14, Township 35 North, Range 3 West, W.M., and running thence on said line South 100 feet; thence along the line of the county Road, now known as Spring Street, Friday Harbor, said county, West 75 feet; thence North 100 feet; thence East 75 feet to the place of beginning.

EXCEPTING THEREFROM that portion lying Westerly of the following described line:

Beginning at the southeast corner of Lot 9, Price's Addition to Friday Harbor, as recorded at Volume 1 of Plats, Page 87, records of San Juan County, Washington; thence South 67°37'07" West 79.58 feet to the P.C. of a curve to the left having a radius of 20.00 feet and a central angle of 67°30'00"; thence along said curve 23.56 feet to the P.T.; thence South 0°07'07" West, 64.04 feet; thence South 31°0'0" West, 12.00 feet; thence South 0°07'07" West, 135.00 feet; thence South 89°52'53" East, 43.32 feet to the East line of Lot 5 of said Price's Addition; thence along the East boundary of Lots 5 and 1 of said addition South 0°12'40" West 133.78 feet to the South boundary of Lot 1; thence leaving said East boundary North 89°47'20" West 18.53 feet along the South boundary of said Lot 1; thence leaving said South boundary South 0°07'07" West 36.29 feet; thence North 89°52'53" West, 22.00 feet; thence South 0°07'07" West, 48.39 feet, more or less, to the north margin of Spring Street.

Situate in San Juan County, Washington.

PARCEL "E"

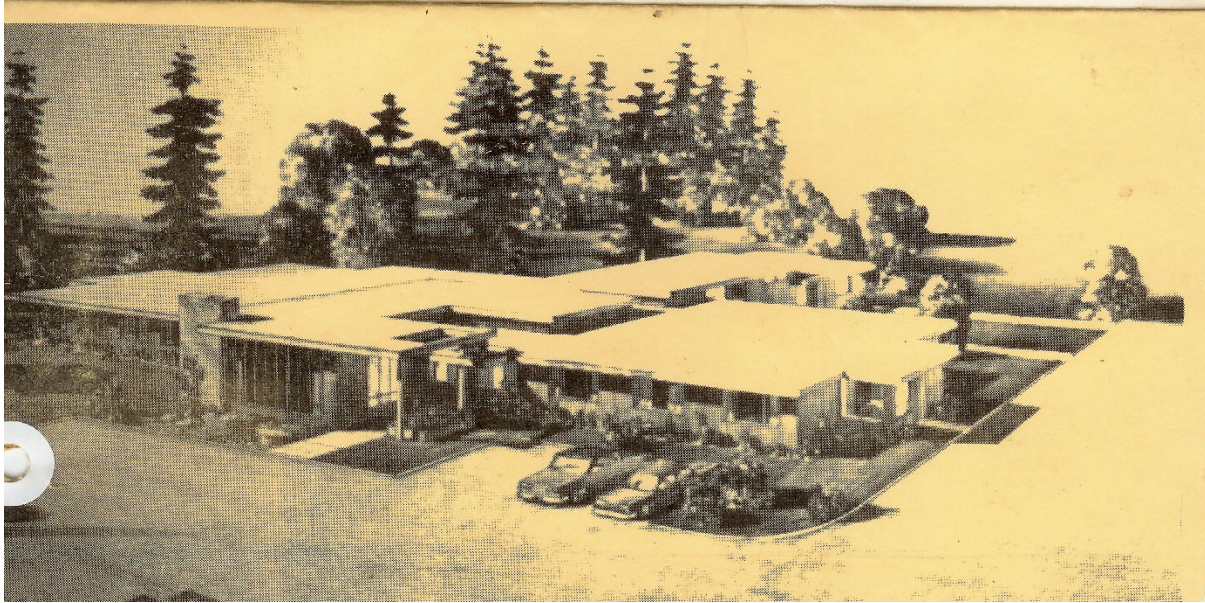
That portion of Lot 5 of Price's Addition to Friday Harbor, according to plat recorded in Volume 1 of Plats, page 87, records of San Juan County, Washington, more particularly described as follows:

(Legal Description' Parcel E continued)

Commencing at the Southeast corner of Lot 9, Price's Addition to Friday Harbor, as recorded at Volume 1 of Plats, page 87, records of San Juan County, Washington; thence South 67° 37' 07" West 79.58 feet to the P. C. of a curve to the left having a radius of 20.00 feet and a central angle of 67° 30' 00"; thence along said curve 23.56 feet to the P. T.; thence South 0° 07' 07" West 64.04 feet; thence South 31° 0' 0" West 12.00 feet; thence South 0° 07' 07" West 135.00 feet to the TRUE POINT OF BEGINNING; thence South 89° 52' 53" East 43.32 feet to the East boundary of said Price's Addition; thence along said East boundary South 0° 12' 40" West 49.50 feet; thence leaving said East boundary North 87° 47' 20" West 48.68 feet; thence North 06° 27' 16" East 49.27 feet to the true point of beginning.

Situate in San Juan County, Washington.

1966 Spring Street Convention Center



After Recording Return to:

San Juan County Council
350 Court St. #1
Friday Harbor, WA 98250



00071099201807190540080080

Recorded at the request of:

SAN JUAN COUNTY COUNCIL

EXCISE TAX NOT REQUIRED
SAN JUAN CO. TREASURER
BY Randa Roca DEPUTY

SJC Agreement No.
18LB.007

Historic Preservation and Access Easement

Grantor: San Juan County, acting through the San Juan County Land Bank

Grantee: Town of Friday Harbor

Tax Parcel Nos.: 351391424, 351391425, 351391426, and 351391427

Legal Description: Lots 1, 2, 3, and 4, Short Plat of Malcolm Argyle

CONVEYANCE

This perpetual Historic Preservation and Access Easement ("Easement") is granted on this 5th day of June 2018, by the County of San Juan, State of Washington, acting through the San Juan County Land Bank, also known as San Juan County, State of Washington, a Washington Municipal Corporation fbo San Juan County Land Bank ("Grantor"), to the Town of Friday Harbor, a municipal corporation of the State of Washington, ("Grantee") for the purposes set out in this Historic Preservation and Access Easement ("Easement").

The Grantor is the sole owner in fee simple of the property ("Property"), which consists of approximately 1.72 acres of land designated as tax parcel numbers 351391424, 351391425, 351391426, and 351391427, located on San Juan Island within the Town of Friday Harbor, Washington, legally described as follows, situated in the County of San Juan, State of Washington:

Lots 1, 2, 3, and 4 of the SHORT PLAT OF MALCOLM ARGYLE,
according to the Plat recorded in Volume 7 of Short Plats, pages 17 and
17A, records of San Juan County, Washington.

RECITALS

- A. The Property is legally described above.
- B. The Grantor acquired the Property for the purposes of preserving the historical character of this Property and the historic lower Argyle streetscape in accordance with RCW 36.32.570.
- C. The Town of Friday Harbor has adopted historic preservation guidelines for new construction or alteration, modification, rehabilitation, or restoration of an existing building within the Town of Friday Harbor Historic Overlay District. The guidelines are administered by the Town Land Use Administrator and Historic Preservation Review Board. The Grantor and Grantee intend that, prior to any new construction or alteration, modification, rehabilitation, restoration, relocation or demolition of any existing building on the Property, the proposed development design shall be reviewed and approved by the Town of Friday Harbor Historic Preservation Review Board (HPRB), be found in compliance with the historic preservation guidelines, and issued a certificate of appropriateness by the Town of Friday Harbor following the process outlined in Chapter 17.64 of the Friday Harbor Municipal Code.
- D. In order to preserve public access and enhance walkability within the Town, the Grantor shall provide an ingress and egress easement for the public across the north five (5) feet of Lots 2, 3, and 4 of the Short Plat of Malcolm Argyle and along the east five (5) feet of Lot 4 of the Short Plat of Malcolm Argyle, provided that the ingress and egress easement may be relocated with the consent of the Grantor or Grantor's successors and the Grantee.
- E. RCW 64.04.130 gives the Town the power to acquire less than fee simple property interests in the form of easements, development rights, covenants, or restrictions for the purpose of protecting, preserving, or limiting the future uses of property.

TERMS

Now therefore, in light of the above recitals and in consideration of the mutual benefits to the parties of preserving the historic character of the Property and the Town of Friday Harbor, together with the mutual benefits of improving walkability and access within the Town of Friday Harbor Historic Overlay District, the Grantor grants to the Grantee, and the Grantee accepts, as permitted by RCW 64.04.130, the following:

A historic preservation easement over the Property, legally described above; and

A non-exclusive public access easement for ingress and egress across a portion of the Property, legally described as follows, situated in the County of San Juan, State of Washington:

The North five (5) feet of lots 2, 3 and 4 together with the East five (5) feet of Lot 4 of the SHORT PLAT OF MALCOLM ARGYLE, according to the Plat recorded in Volume 7 of Short Plats, pages 17 and 17A, records of San Juan County, Washington.

The Grantor expressly intends that this historic preservation and access easement run with the land and be binding on the Grantor's personal representatives, heirs, successors, and assigns.

1. Mutual Intentions of the Parties. The parties intend:

- a. To preserve the existing historic and traditional character of the Property, which is located in the Friday Harbor Historic Overlay District;
- b. To assure that, under the Grantee's perpetual stewardship, any construction, or the alteration, modification, rehabilitation, or restoration of any building, or any other activity on the Property, will be consistent with the historic preservation regulations applicable to the Property;
- c. To make the regulations of the Town of Friday Harbor Historic Overlay District mandatory rather than optional for all future construction, or the alteration, modification, rehabilitation, or restoration of any building on the Property; and
- d. To reserve pedestrian access to the public for ingress and egress across portions of the Property as provided herein and subject to relocation by agreement.

2. Restrictions

The following restrictions are placed on the use of the Property:

These restrictions apply to all construction and to the alteration, modification, rehabilitation, or restoration of any building, regardless of whether the use will be residential, commercial, or other.

a. Historic Easement

- (i). No new construction may occur unless first reviewed by the Town's Historic Preservation Review Board and found to comply with the Town of Friday Harbor historic preservation guidelines then in effect.
- (ii). No alteration, modification, rehabilitation, or restoration of any building may occur unless first reviewed by the Town's Historic Review Board and are found to comply with the Town of Friday Harbor historic preservation guidelines then in effect.
- (iii). The Town of Friday Harbor Land Use Administrator or his/her designee, at their sole discretion, may issue a waiver of review and waiver of certificate of appropriateness for ordinary repairs and maintenance if work proposed for existing buildings does not change the building's design, type, style, materials, or exterior treatment.

b. Ingress and Egress Easement

The Grantee, together with its successors and assigns, reserves the right to relocate, modify or eliminate the public access easement on the Property upon agreement with the owner of the respective parcels.

3. Grantee's Right to Monitor Compliance

The Grantee has the right to enter the Property with seven (7) days notice for the purposes of monitoring compliance with the terms of this Easement. This right to monitor compliance is in addition to the right of inspection set forth in Section 4 below. The Grantee may not, however, unreasonably interfere with the Grantor's use and quiet enjoyment of the Property during such visits to the Property, nor may the Grantee permit others to enter the Property during such visits.

4. Grantee's Right to Enforce Compliance

a. Preventive Discussions. The Grantor and the Grantee will promptly give the other notice of problems or concerns arising in connection with the parties' actions under this Easement or the use of or activities or conditions on the Property, and will meet as needed, but not later than fifteen (15) days after receipt of a written request for a meeting, to resolve the problem.

b. Grantee's Rights. The Grantee shall have the right and duty to prevent and correct violations of the terms of this Easement.

The Grantee may enter the Property without notice to inspect for violations if the Grantee has a reasonable belief that a violation of this Easement is or has occurred. If the Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action under the terms of this Easement.

Except when an ongoing or imminent violation could irreversibly diminish or impair the historic character of the Property, the Grantee shall give the Grantor written notice of the violation and thirty (30) days to correct it before proceeding to mediation or arbitration under Subsection 4.c, below.

c. Arbitration

(i) Any controversy or claim arising out of or relating to this Easement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.

(ii) Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty days after the date the arbitrator is appointed.

(iii) The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law.

(iv) Each party shall pay its own costs of arbitration including attorney's fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

- (v) This Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.
- (vi) Nothing in this section shall prevent the grantee from seeking injunctive relief pursuant to Paragraph 10.e.
- d. Damages. The Grantee shall be entitled to recover damages for violation of the terms of this Easement. The amount of recovery shall be determined by arbitration under Subsection 4.c. Without limiting the Grantor's liability in any way, the Grantee, in its sole discretion, may apply any damages it recovers to the cost of undertaking corrective or restoration action on the Property.
- e. Injunctive Relief. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the historic character of the Property, or if the Grantor does not agree upon notification from the Grantee to refrain from proceeding with a proposed use or activity that the Grantee believes may be inconsistent with the historic character of the Property and/or the terms of this Easement, the Grantee may petition the court, ex parte as necessary, for injunctive relief as provided by law.

If a court with jurisdiction determines that a violation could occur from the proposed use or activity, it may issue an injunction to stop the proposed action temporarily and order the parties to resolve the dispute by arbitration. If a court with jurisdiction determines that a violation may exist or has occurred, it may issue an injunction to stop the action, temporarily or permanently, and order the parties to resolve any dispute over damages by arbitration. The court may also issue an injunction to require the Grantor to restore the Property to its condition prior to the violation.

The Grantor agrees that the Grantee's remedies at law for any violation of the terms of this Easement are inadequate and that the Grantee shall be entitled to the injunctive relieve described in this paragraph without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.
- f. Grantee's Discretion. The Grantee acknowledges its commitment to protect the historic character of the property through this Easement. The failure of the Grantee to discover a violation or to take prompt legal action shall not bar it from doing so at a later time.
- g. Acts Beyond the Grantor's Control. Nothing contained in this Easement shall be construed to entitle the Grantee to bring any action against the Grantor to restore any condition or recover damages for any injury on the Property resulting from causes beyond the Grantor's reasonable control, including natural changes, Acts of God, or acts of trespassers that the Grantor could not have reasonably anticipated or prevented.

5. Grantee's Right of Assignment

The Grantee shall have the right to transfer this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization" under section 170(h) of the U.S. Internal Revenue Code, if the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this Easement. If the Grantee ever ceases to exist or no longer qualifies under section 170(h) or applicable state

law, a court with jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibility of the Grantee under this Easement.

6. Subsequent Transfer and Condemnation

a. Subsequent Transfer by Grantor

The Grantor agrees to:

- (i) Notify the Grantee in writing if the Grantor places the property on the real estate market for sale, or otherwise intends to transfer ownership of the Property. Realtors and prospective purchasers or successors in interest shall be provided with a copy of this Easement and the Grantee shall be given an opportunity before the sale or transfer of the Property is complete to communicate with the successor in interest regarding the property interests of the Grantee.
- (ii) Incorporate the terms of this Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest;
- (iii) Describe this Easement in and append it to any executory contract for the transfer of any interest in the Property; and
- (iv) Give written notice to the Grantee of the transfer of any interest in all or a portion of the Property no later than forty-five (45) days prior to the date of such transfer. Such notice to the Grantee shall include the name, address, and telephone number of the prospective transferee or the prospective transferee's representative.

The failure of the Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

- b. Eminent Domain. If the Property is taken, in whole or in part, by power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Conservation Easement, in whole or in part, the Grantee shall be entitled to compensation. The Grantee shall use the proceeds consistently with the purposes of RCW 82.46.070.

7. Interpretation

The terms of this Conservation Easement shall be liberally construed under the laws of the State of Washington in favor of maintaining the historic character of the Property and the purposes of this Easement. The terms of this Easement shall not be construed against the drafter. Any ambiguities and questions as to the interpretation and validity of specific provisions of this Easement shall be interpreted so as to give maximum effect to its purposes.

8. Perpetual Duration

The easement, covenants and servitudes created by this Easement shall run with the land in perpetuity. Every provision of this Easement that applies to the Grantor or the Grantee

shall also apply to their respective agents, heirs, executors, personal representatives, administrators, assigns, and all other successors as their interests may appear.

9. Severability

If any provision of this Easement is found to be invalid, illegal or unenforceable, that finding shall not affect the validity, legality or enforceability of the remaining provisions.

10. Entire Agreement

This instrument sets forth the entire agreement of the Grantor and the Grantee with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with section 16 herein.

11. Acceptance

The Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Historic Preservation Easement.

EXECUTED this 5th day of June, 2018.

GRANTOR:

COUNTY OF SAN JUAN, STATE OF WASHINGTON, ACTING THROUGH THE SAN JUAN COUNTY LAND BANK

aka SAN JUAN COUNTY, STATE OF WASHINGTON, A WASHINGTON MUNICIPAL CORPORATION FBO SAN JUAN COUNTY LAND BANK

By: Michael J. Thomas 6/5/18
Michael J. Thomas, County Manager

RANDALL K. GAYLORD
APPROVED AS TO FORM ONLY

By: [Signature] 6/4/18
Date

ATTEST: San Juan County Land Bank

[Signature] 6-5-18
Lincoln Bormann, Director Date

GRANTEE:**TOWN OF FRIDAY HARBOR**

By: _____

Farhad Ghatan, Mayor

STATE OF WASHINGTON)

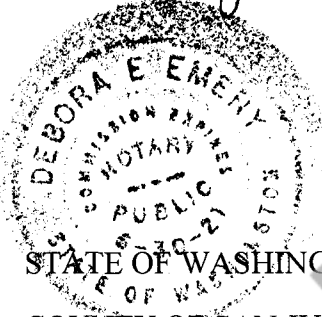
) ss

COUNTY OF SAN JUAN)

I certify that I know or have satisfactory evidence that Michael J. Thomas is the person who appeared before me, and said person acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the San Juan County Manager, to be the free and voluntary act of the entity for the uses and purposes mentioned in the instrument.

Dated _____

June 5, 2018



STATE OF WASHINGTON)

) ss

COUNTY OF SAN JUAN)

Debora E. Emery
 Notary Public in and for the state of
 Washington, residing at Friday Harbor
 My appointment expires 6/30/2021.

I certify that I know or have satisfactory evidence that Farhad Ghatan is the person who appeared before me, and said person acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as Mayor of the Town of Friday Harbor, to be the free and voluntary act of the Town for the uses and purposes mentioned in the instrument.

Dated _____

5/30/18

Notary Public
State of Washington
Amy E Taylor
Commission Expires 09-04-19

Amy E. Taylor
 Notary Public in and for the state of
 Washington, residing at Friday Harbor
 My appointment expires 9-4-18.

Auditor File #: 2002 0117009

SPLAT

Recorded at the request of:

THOMAS C. STARR & ASSOCIA

on 01/17/2002 at 10:22

Total of 2 page(s) Fee: \$ 60.00



San Juan County
Si Stephens, Auditor
Recording Department

SAN JUAN COUNTY, WASHINGTON
SI A. STEPHENS, AUDITOR

P.O. Box 638, Friday Harbor, Washington 98250 360.378.2161

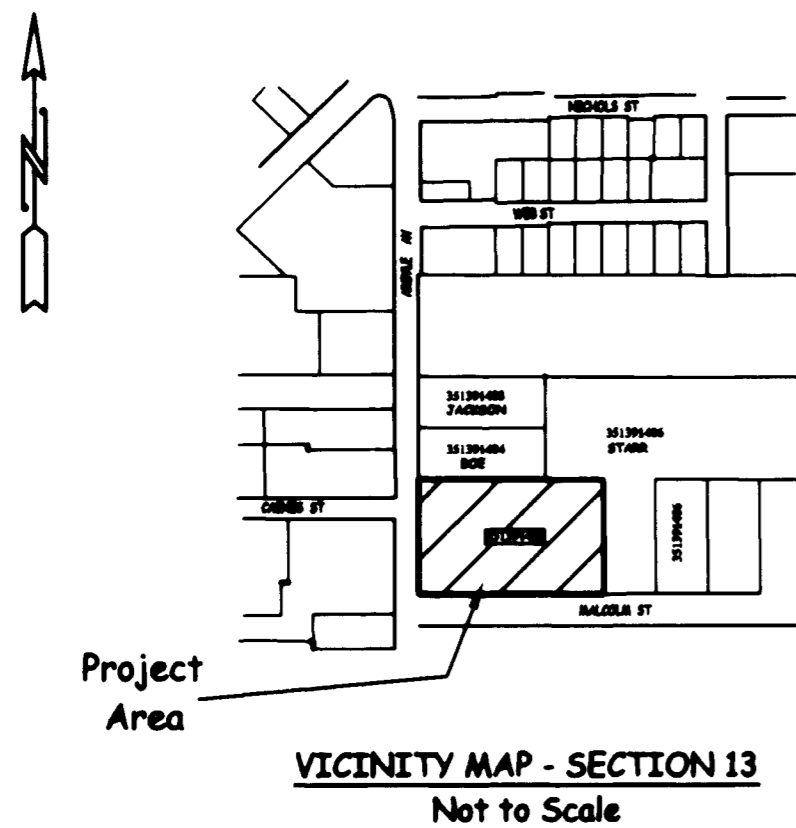
This Auditor File Number

was issued to either a survey, short plat or long plat.

SHORT PLAT

MALCOLM ARGYLE

VOLUME 7, PAGE 17



AUDITOR'S CERTIFICATE

Filed for record this 17 day of JANUARY, 2002 at 10:22 AM in Vol. 7 of Short Plats, Pages 17 & 17A at the request of Verne Howard.

B. J. Davis 2002 0117009
San Juan County Auditor Auditor's File Number

TREASURER'S CERTIFICATE

All taxes levied for the current year, 2002, and any delinquent taxes which have become a lien upon the lands herein described have been fully paid and discharged according to the records of my office. If any penalty fees are due under the provisions of the open space law (Chapter 84.34 RCW), this does not guarantee that they have been paid.

Diana Buganski 1-17-02
San Juan County Treasurer Date

LAND DESCRIPTION

That portion of the Southwest quarter of the Northwest quarter, Section 13, Township 35 North, Range 3 West, W.M., in San Juan County, Washington, described as follows:

Commencing at the Northwest corner of said Southwest quarter of the Northwest quarter; thence South 385.88 feet to the true point of beginning; thence East 479.00 feet; thence South 219.90 feet; thence West 479.00 feet; thence North 219.90 feet to the point of beginning;

EXCEPT that portion described as follows:

Beginning at the Northwest corner of the Southwest quarter of the Northwest quarter of Section 13, Township 35 North, Range 3 West, W.M., in San Juan County, Washington; thence South 385.88 feet; thence East 379.00 feet to the true point of beginning; thence East 100.00 feet; thence South 219.90 feet; thence West 100.00 feet; thence North 219.90 feet to the point of beginning; and

EXCEPT any portion lying within Argyle Avenue or Malcolm Street.

TOGETHER WITH and subject to that certain 10-foot wide easement for sewer and utilities purposes as described in Auditor's File No. 96682, said records

TOGETHER WITH and subject to that certain easement for storm sewer purposes as described in Auditor's File No. 41884, said records

STREET ADDRESS

Northeast of the intersection of Argyle Avenue and Malcolm Street in Friday Harbor, Washington.

DEDICATIONS

KNOW ALL MEN BY THESE PRESENTS that the undersigned owner and beneficiary of all the lands herein platted declares this to be the Short Plat of MALCOLM ARGYLE and that it has been made with the free consent and in accordance with the desires of the owner.

Also, we dedicate to the affected utilities companies as 10.00 ft. wide easement as shown herein on the easterly boundary of Lot 2 and the north boundary of the Short Plat for utility purposes.

IN WITNESS WHEREOF, I HAVE affixed hereunto my hand and seal this ____ day of ____ A.D. 2002

Verne Howard
Verne Howard, owner

ACKNOWLEDGMENTS

State of Washington

ss-

County of San Juan

On this 9th day of January, 2002, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Verne Howard, owner of the subject property that executed the foregoing instrument, and acknowledged to me that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes mentioned.

Jody E. Clark
Notary Public in and for the State of Washington
Residing at Friday Harbor
My commission expires 10-9-04

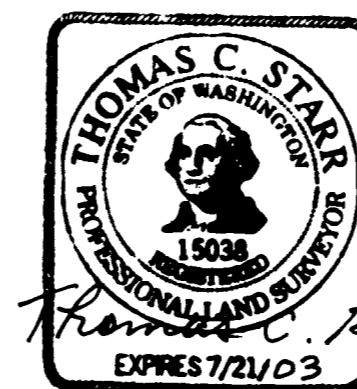


SURVEYOR'S CERTIFICATE

This plat correctly represents a survey made by me or under my direction in January 2002 in conformance with the requirements of the Town of Friday Harbor Short Plat Ordinance (Ord. No. 1059 & 1146), and the Washington State Survey Recording Act.

Thomas C. Starr, Licensed Surveyor
Certificate No. 15038
Thomas C. Starr & Associates, Inc.
P.O. Box 2997
Friday Harbor, WA 98250

Date: 1/9/02



RESTRICTIONS

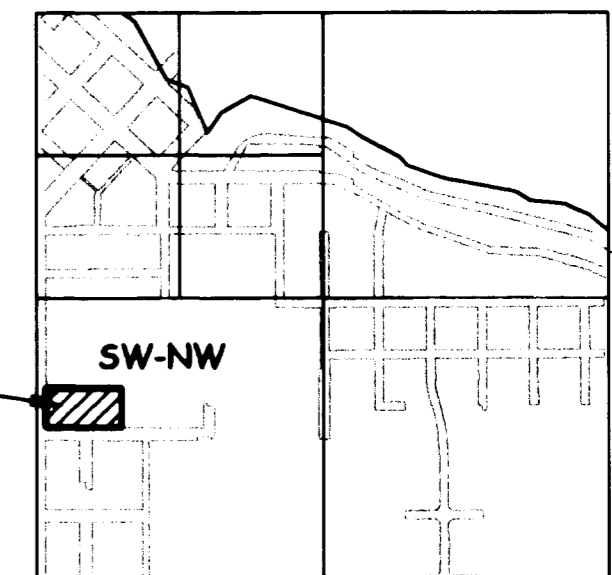
- ① Further division of the land described by this Short Plat within 5 years of the date of recording of this Short Plat shall not be permitted unless it is divided in accordance with the provisions of Chapter 16.04, FPMC.
- ② The Town of Friday Harbor reserves the right to limit vehicle access to Lots #1 and #2 to Malcolm Street.
- ③ Lot owners must comply with the development regulations, standards and building codes of the Town of Friday Harbor in all building activities.

TOWN OF FRIDAY HARBOR APPROVAL CERTIFICATE

This plat conforms to the requirements for short subdivisions as established by the Town of Friday Harbor Short Plat Ordinance Nos. 1059 & 1146.

[Signature]
Town of Friday Harbor
Land Use Administrator

1-16-02
Date

INDEX
Section 13

Short Plat of

MALCOLM ARGYLE

A portion of the SW 1/4 of the NW 1/4, Sec 13,
Twpshp 35 N, R 3 W, W.M., San Juan Island,
San Juan County, WA

THOMAS C. STARR
P.O. BOX 2997
FRIDAY HARBOR



& ASSOC., INC.
(360)378-5072
WASHINGTON 98250

CIVIL ENGINEERING LAND SURVEYING PLANNING

CAD BY: DJW	DATE: 10/9/00	JOB NO.: 506
CHK BY: TCS	REV: 6/5/01 11/12/01 9/20/01 1/2/02	SCALE: 1"= 30'
FLD BK: 35,42	9/28/01	ACAD VER 14.0

SURVEYED BY FIELD TRAVERSE WITH A TOPCON GTS-211D 5" SYSTEM

