

POULSBO DISTRIBUTION SCHEDULE

ORDINANCE NO. 2024-04

SUBJECT: Request for Street Deviation and Release of Hansen-Olson Concom

CONFORM AS TO DATES & SIGNATURES

- ☒ Filed with the City Clerk: 01/25/2024
- ☒ Passed by the City Council: 03/06/2024
- ☒ Signature of Mayor
- ☒ Signature of City Clerk
- ☒ Publication: 03/11/2024
- ☒ Effective: 03/16/2024
- ☐ Recorded: _____

DISTRIBUTED COPIES AS FOLLOWS:

- ☒ Seattle Times: 03/07/2024
- ☒ Code Publishing
- ☒ City Attorney
- ☒ Clerk's Department:
- ☐ City Council
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Kati Diehl

Deputy City Clerk

03/07/2024

Date

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, ADOPTING FINDINGS AND CONCLUSIONS; APPROVING THE HANSEN/OLSON SHORT PLAT CONCOMITANT AGREEMENT RELEASE, PLANNING FILE 01-11-24-02; AUTHORIZING THE MAYOR TO EXECUTE AND RECORD AN INSTRUMENT RELEASING THE CONCOMITANT AGREEMENT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 1990, the property owners (at the time) applied for approval of a four-lot short subdivision (the Hansen/Olson Short Plat or "subject property") and deferral of street improvements under file no. 03-15-90-1; and

WHEREAS, the Hansen/Olson Short Plat is subject to the "Concomitant Agreement for Hansen/Olson Short Plat" which imposed certain conditions on the subject property and was recorded against the subject property under Kitsap County Auditor recording number 9006110108; and

WHEREAS, the Concomitant Agreement for the Hansen/Olson Short Plat was amended in 2004 in connection with the Shroder Short Plat, which was recorded under Kitsap County Auditor recording number 200411220427; and

WHEREAS, the subject property is currently designated residential low (RL) on the City's Comprehensive Plan Map and the City's Zoning Map; and

WHEREAS, pursuant to PMC 19.40.060, the Poulsbo City Council held a public hearing on the proposed release on March 6, 2024, and, after considering all testimony presented at the hearing, determined to grant the application, and release the concomitant agreement.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF POULSBO, WASHINGTON,
DO ORDAIN AS FOLLOWS:**

Section 1. Findings and conclusions adopted. The findings and conclusions set forth in the staff report on Planning File 01-11-24-02 dated February 28, 2024, are hereby adopted as support for the actions taken by this ordinance.

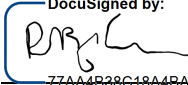
Section 2. Release. The application seeking release of the Hansen/Olson Short Plat concomitant agreement recorded under Kitsap County Auditor's recording number 9006110108, as amended by Kitsap County Auditor's recording number 200411220427, is hereby granted. Upon recording of the instrument referred to in Section 3 of this ordinance, the concomitant agreement will be released and will no longer govern development of the subject property, and future redevelopment or new development of the subject property will be governed by the City's adopted development regulations.

Section 3. Mayor's authority. The mayor is hereby authorized and directed to execute an instrument in a form approved by the City Attorney releasing the concomitant agreement recorded under Kitsap County Auditor's recording number 9006110108 and the amendment recorded under Kitsap County Auditor's recording number 200411220427. The Mayor or her designee is also authorized to provide for the recording of said instrument at the expense of the applicant.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance or any code section adopted or amended hereby should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance or any code section adopted or amended hereby.

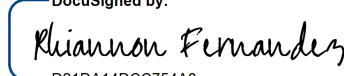
Section 5. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of the attached summary, which is hereby approved.

APPROVED:

DocuSigned by:

77AA4B38C18A4BA...

MAYOR REBECCA ERICKSON

ATTEST/AUTHENTICATED:

DocuSigned by:

D21DA14DCC754A8...

CITY CLERK RHIANNON FERNANDEZ

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY DocuSigned by:

823D9DC77F3647F...
EMILY F. ROMANENKO

FILED WITH THE CITY CLERK: 01/25/2024
PASSED BY THE CITY COUNCIL: 03/06/2024
PUBLISHED: 03/11/2024
EFFECTIVE DATE: 03/16/2024
ORDINANCE NO. 2024-04

SUMMARY OF ORDINANCE NO. 2024-04
of the City of Poulsbo, Washington

On the 6th day of March, 2024, the City Council of the City of Poulsbo, passed Ordinance No. 2024-04. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF POULSBO, WASHINGTON, ADOPTING FINDINGS AND CONCLUSIONS; APPROVING THE HANSEN/OLSON SHORT PLAT CONCOMITANT AGREEMENT RELEASE, PLANNING FILE 01-11-24-02; AUTHORIZING THE MAYOR TO EXECUTE AND RECORD AN INSTRUMENT RELEASING THE CONCOMITANT AGREEMENT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

The full text of this Ordinance will be mailed upon request.

DATED this 6th day of March, 2024.

DocuSigned by:

D24DA14DCC754A8...
CITY CLERK RHIANNON FERNANDEZ



STAFF REPORT

Planning and Economic Development Department

200 NE Moe Street | Poulsbo, Washington 98370

(360) 394-9748 | fax (360) 697-8269

www.cityofpoulsbo.com | plan&econ@cityofpoulsbo.com

Hansen/Olson Concomitant Agreement Release and Street Deviation Request

To: City Council and Mayor Erickson
From: Nikole Coleman, Senior Planner
Date: February 28, 2024
Subject: Hansen/Olson Concomitant Agreement Release and Street Deviation Request

Planning and Economic Development (PED) staff respectfully recommend approval of the Hansen/Olson Concomitant Agreement Release and Street Deviation Request, Ordinance 2024-04.

ACTION:

The City Council shall hereby (approve) (approve with modifications) (deny) the Hansen/Olson Concomitant Agreement Release and Street Deviation Request, Ordinance 2024-04.

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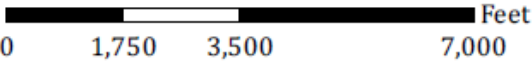
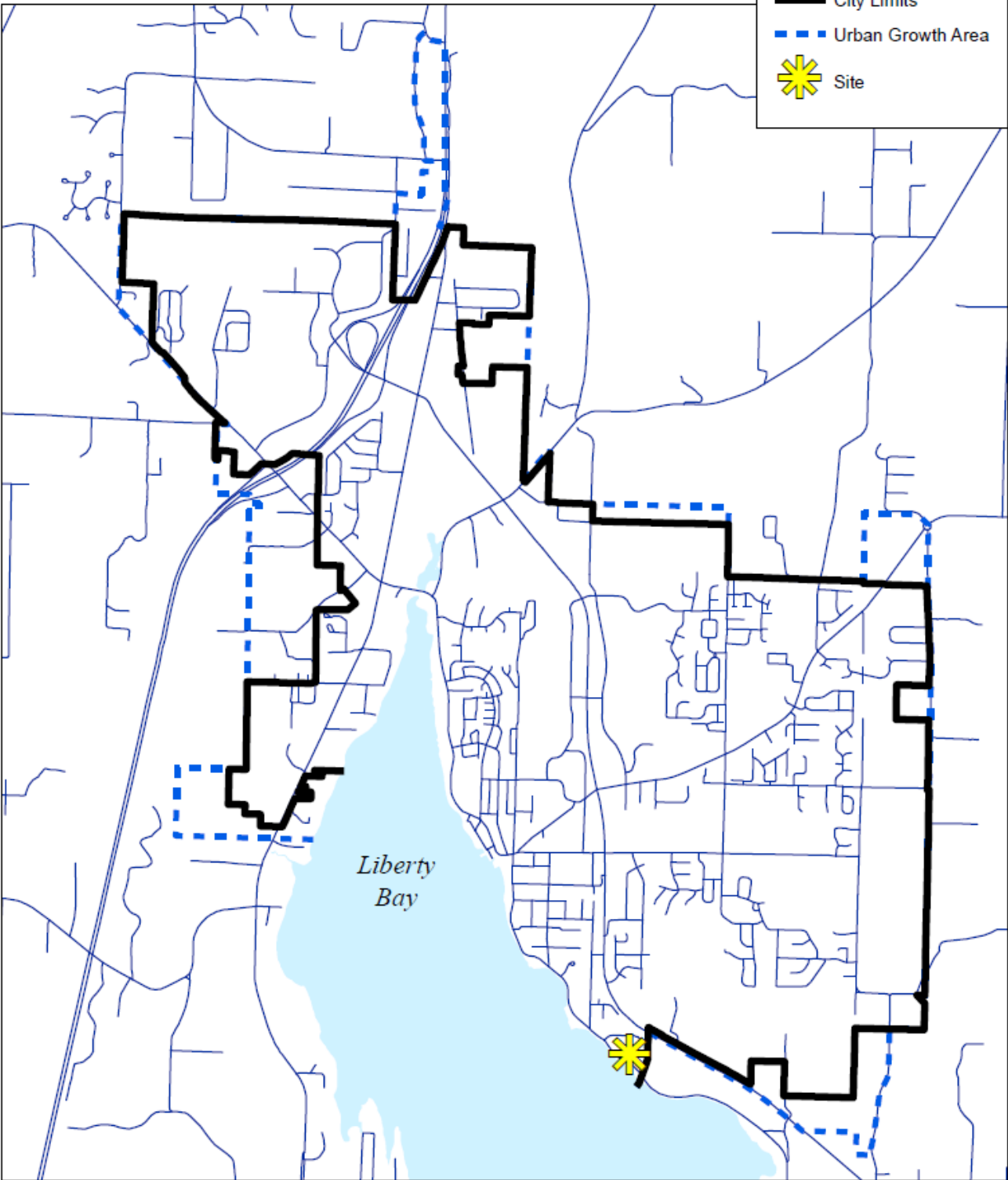
Page 2	City Vicinity Map
Page 3	Site Vicinity Map
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Page 5	General Information
Page 5	Applicable Review Criteria
Page 5	History of Concomitant Agreement
Page 6	Evaluation of Review Criteria
Page 7	State Environmental Policy Act
Page 7	Shoreline Jurisdiction
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Page 8	Staff Comments and Recommendations
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Vicinity Map
City of Poulsbo Planning Department

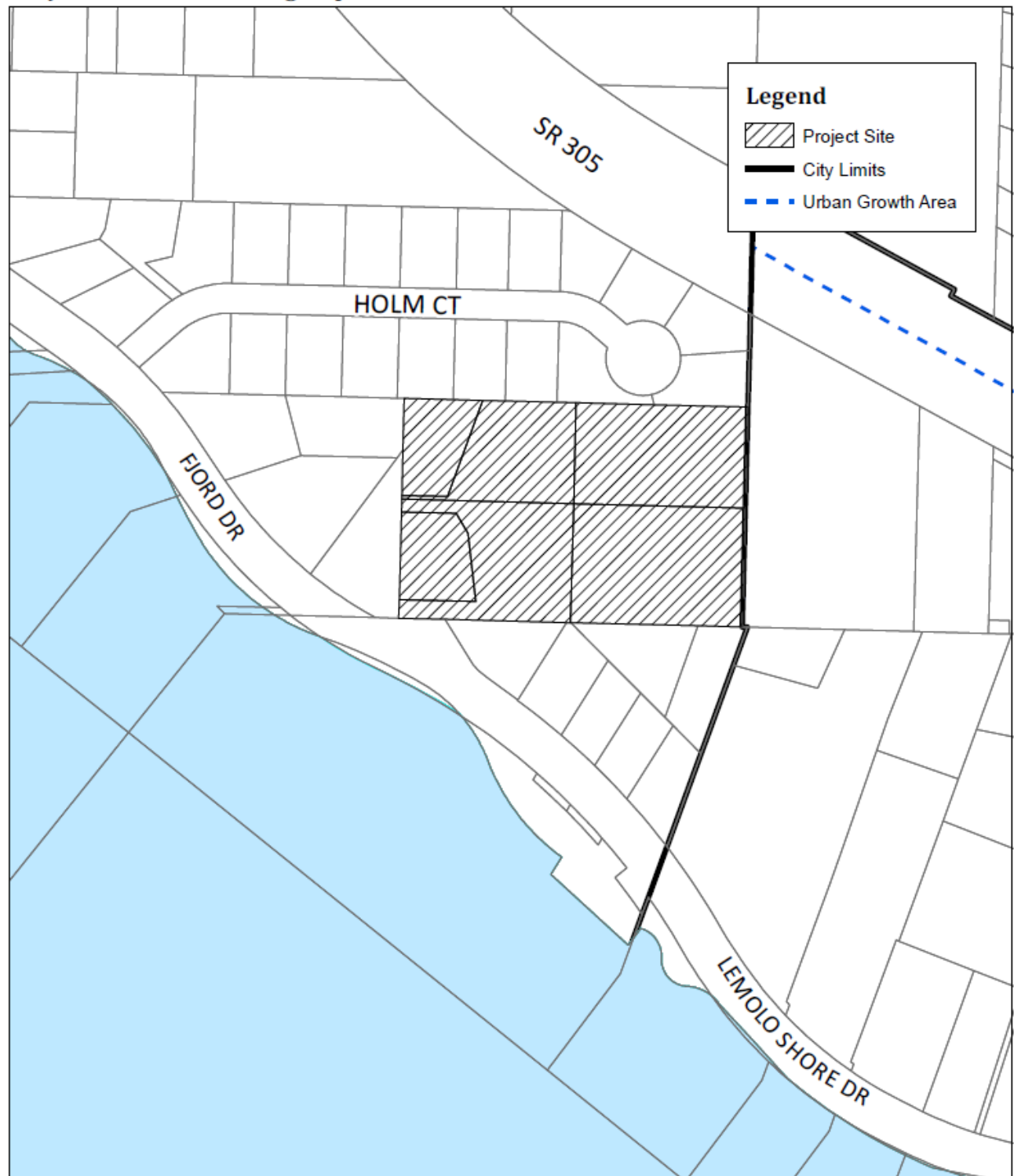
Legend

- City Limits
- Urban Growth Area
- Site



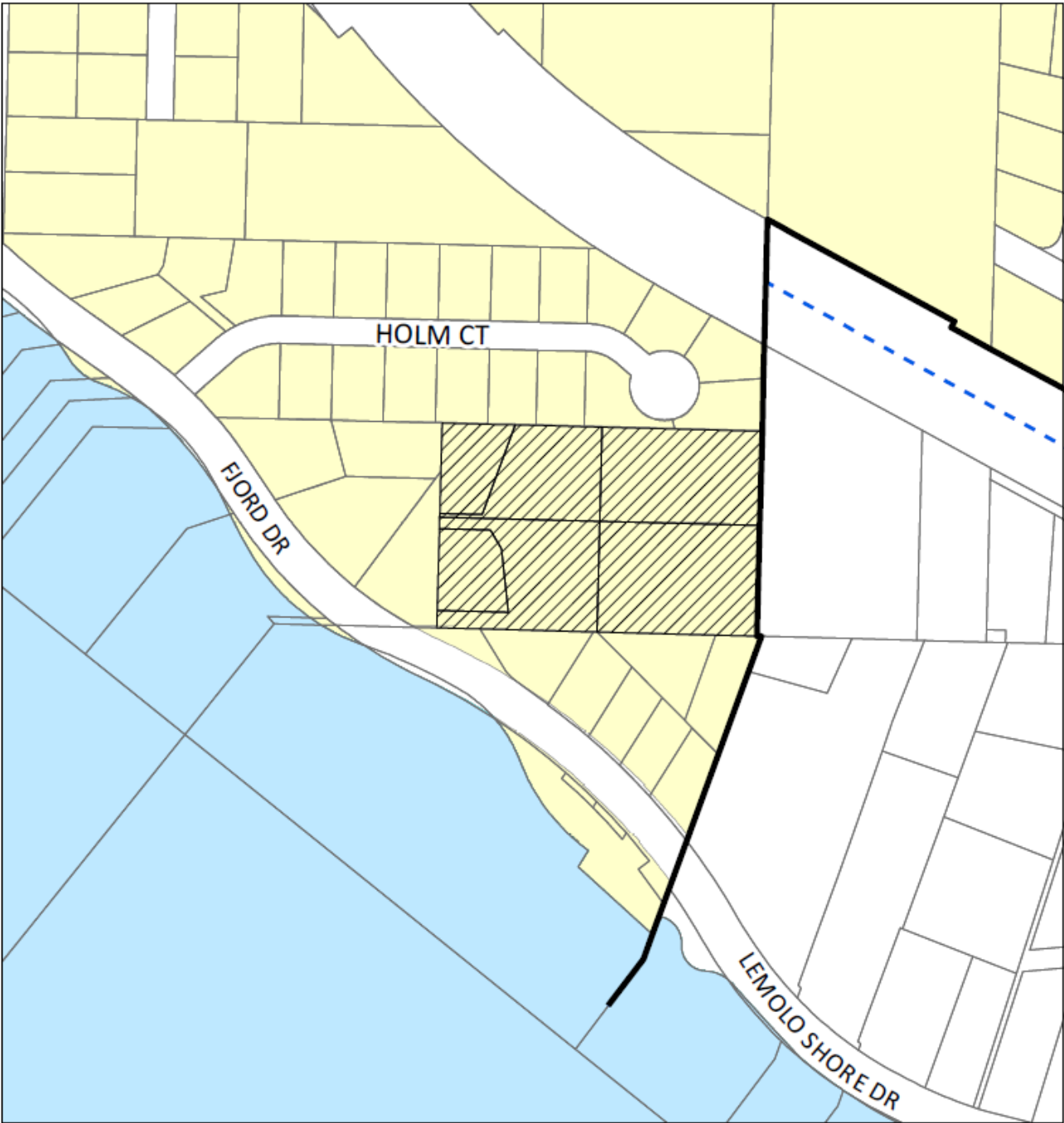
Project Site Map

City of Poulsbo Planning Department



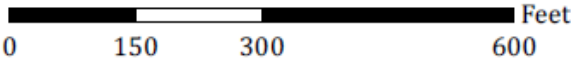
0 125 250 500 Feet

Zoning Ordinance Map
City of Poulsbo Planning Department



Legend

- | | |
|-------------------|-----------------|
| Project Site | Zone |
| City Limits | Residential Low |
| Urban Growth Area | |



HANSEN/OLSON CONCOMITANT AGREEMENT RELEASE AND STREET DEVIATION REQUEST
PLANNING FILE: P-01-11-24-02

I. GENERAL INFORMATION

Applicant:	Hector Chavez 17625 Fjord Dr NE Poulsbo WA, 98370		
Owners:	Hector Chavez 17625 Fjord Dr NE Poulsbo WA, 98370 Gregg and Jill Epperson PO Box 654 Poulsbo WA, 98370 Roger and Sereen Gerhardt 17660 Fjord Dr NE Poulsbo WA, 98370 Kjell and Pat Schroder 17620 Fjord Dr NE Poulsbo WA, 98370		
Tax Parcels:	232601-4-063-2004, 232601-4-064-2003, 232601-4-065-2002, 232601-4-057-2002, and 232601-4-058-2001		
Land Use Review:	Concomitant Agreement Release (Type V) and Street Deviation Request (Exempt)		
Public Hearing:	March 6, 2024, at 5pm or soon thereafter		
Staff Contact:	Nikole Coleman, Senior Planner plan&econ@cityofpoulsbo.com		
Description of Proposal:	The proposal is to release a concomitant agreement known as the “Hansen/Olson Short Plat.” Concomitant agreements are recorded onto the property; the Hansen/Olson concomitant agreement was approved and recorded in 1990, under Auditor File 9006110108. Release of a concomitant agreement is a Type V permit and requires a public hearing before the City Council. This application is not a proposal for development; any proposed redevelopment or new development will be processed under a separate land use permit with its own noticing requirements.		
Comprehensive Plan and Zoning Designation:	Site:	Residential Low (RL)	
	North:	Residential Low (RL)	
	South:	Residential Low (RL)	
	East:	Residential Low (RL)	
	West:	Residential Low (RL)	
Existing Land Use:	Site:	Single Family Home	
	North:	Single Family Home	
	South:	Single Family Home	
	East:	Single Family Home	
	West:	Single Family Home/Liberty Bay	

II. APPLICABLE REVIEW CRITERIA

- *Concomitant Agreement Release:* The proposal is subject to PMC [18.210.030](#), Release of Concomitant Agreements and [PMC 19.40.060](#) Type V Permit Applications. SEPA is also required per [PMC Chapter 16.04](#).
- *Street Deviation:* Pursuant to [Engineering Construction Standards, Section 1, General, C](#): A request for approval of a deviation to City standards shall be submitted in writing to the City Engineer. The City Engineer will review the proposal, determine his recommendation for approval or denial, and prepare a presentation for City Council consideration. The City Council shall make their decision based upon the fulfillment of the criteria.

III. HISTORY OF CONCOMITANT AGREEMENT

Concomitant Agreements are considered a ‘contract’ between the City and the property owner, are recorded to the property, and are identified in a title report.

In 1990, the City of Poulsbo approved the Hansen/Olson Short Plat Concomitant Agreement recorded as 9006110108 (Exhibit A). The property owners (at the time) applied for approval of a four-lot short subdivision. Certain improvements and dedication of property should have been required as a condition of the short plat approval. The property owners (at the time) requested a deferral of the improvements and dedication until such time as there is a further subdivision of any of the four lots.

In 2004, an amendment to the concomitant agreement was recorded as 200411220427(Exhibit B). An application was submitted for a two-lot subdivision, commonly known as the Shroder Short Plat. Under the terms of the original

concomitant agreement, the short plat would trigger the improvements to the access easements. The City Engineer determined that the creation of a single additional lot as proposed by the Shroder Short Plat did not warrant construction of improvements at the time, and the property owners requested that the improvements be deferred until further subdivision of the lots within the Hansen/Olson Short Plat that requires access along the south property line or upon development of any of the properties to the east or south.

In November 2023, a settlement agreement between Central Highlands LLC, City of Poulsbo, and the four property owners listed as applicants in section 1 above, stated:

***Release of Concomitant Agreement/Application to Upgrade Access.** Owners will re-apply for a release of the Concomitant Agreement, including a proposal to upgrade the existing access road and to seek a street standard deviation for a 20-foot access road or driveway, within 90 days of the Effective Date and shall complete construction within 365 days of any approval to upgrade the road. Poulsbo will process said application in due course in accordance with local and State law. If release of the Concomitant Agreement is approved, Owners will construct the approved road or driveway within one year after the approval is final. The Releasing Parties, their attorneys, agents, affiliates, or successors and their representatives will take no action regarding the provisions of this paragraph, including but not limited to commenting on road design, appealing, commenting on, or otherwise opposing, or interfering with any related applications or determinations (such as a SEPA application or determination).*

IV. PMC 19.40.060.H RELEASE OF CONCOMITANT AGREEMENTS – DECISION CRITERIA

Pursuant to PMC 19.40.060.H, to approve the release or amendment of a concomitant agreement, the City Council shall be required to make the following findings:

1. Development of the site would be consistent with current development regulations and comprehensive plan goals and policies.

Zoning Regulations: Redevelopment or new development on the site will be required to meet all the requirements of the Poulsbo Comprehensive Plan and Poulsbo Municipal Code as applicable. Evaluation and compliance with all applicable City regulations will be made through the review process of a land use development permit and/or grading permit.

Comprehensive Plan: The Comprehensive Plan contains policies that support the proposal to release the concomitant agreement, including:

- Policy TR-1.4. Each new development in the City shall mitigate its traffic impacts by providing safety and capacity improvements to the City's transportation system in order to maintain the adopted level of service on transportation facilities and to provide for the safe and efficient movement of people and goods using multiple modes of travel.
- Policy TR-4.3. Develop and implement access management regulations in the City's Street Construction Standards that provide standards for driveway spacing and delineation and encourage the joint use of access points where practical.
- Policy HS-2.5. Encourage preservation of the unique scale and character of Poulsbo's existing neighborhoods which provide housing for all income levels, while allowing for improvement with minimal displacement.

Staff Recommendation: Upon release of the Concomitant Agreement, any future redevelopment or new development will be in a manner that is consistent with the City's Comprehensive Plan goals and policies, and adopted zoning and development regulations, including the Critical Areas Ordinance.

2. Adequate public/private services are available to support the development of the site.

The site is served by City of Poulsbo water, sewer, and garage service. Storm water improvements would likely be required with any redevelopment or new development.

Staff Recommendation: The site is served by City of Poulsbo water, sewer, and garage service. Storm water improvements will likely be required with the re-construction of the private driveway within the access easement.

3. Development would not unreasonably impact nearby property development which has relied upon the covenant commitments.

The Whitford-Strand plat was developed to the south, without utilizing the access easement shared with the Hansen/Olson short plat properties. The undeveloped property to the east is outside of city limits and urban growth area.

Staff Recommendation: The release of the concomitant agreement will not unreasonably impact nearby property development because any future redevelopment or new development will be required to comply with current City regulations.

4. Future development under current zoning will be consistent with existing and planned development.

Redevelopment or new development will be under the RL zoning and subject to all site design, building design, use requirements of Title 18.

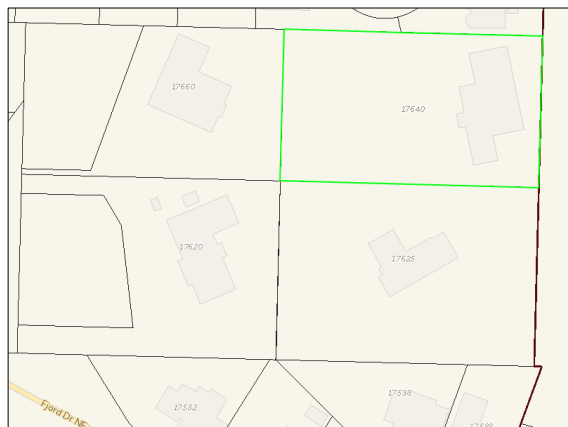
Staff Recommendation: All future development will be required to comply with the City's zoning ordinance requirements and other applicable development standards. This will ensure any proposed development is consistent with existing and planned development.

V. REQUEST FOR STREET DEVIATION – DECISION CRITERIA

Pursuant to [Engineering Construction Standards, Section 1, General, C.1](#), requests for changes to, or deviations from, these standards may be considered by the City. Generally, the decision to grant, deny or modify the standards will be based upon evidence that the request can meet the following criteria:

- a. The change will achieve the intended result in a comparable or even superior design and a better quality of improvement; and,
- b. The change will not adversely affect safety and/or operation; and,
- c. The change will not adversely affect maintainability or economical considerations; and,
- d. The change is permitted under City Ordinance and applicable state and federal laws.

Staff Recommendation: The applicants are requesting a deviation from [Engineering Construction Standards Section 2.D.7](#), which states that shared driveways shall only serve 4 or fewer residences. The applicants are requesting a deviation to allow 7 residences on the private driveway. AS shown below, there are currently 4 existing residences, with 6 total lots being accessed from the private driveway. There is a potential for a 7th lot if parcel 232601-4-057-2002 (shown in green below) is subdivided.



The City Engineer is supportive of the deviation request. The deviation will achieve the intended result in a comparable or even superior design and a better quality of improvement will not adversely affect safety and/or operation, will not adversely affect maintainability or economic considerations, is permitted under City Ordinance and applicable state and federal laws. The property owners will be required to pave a full 20-foot-wide driveway to meet the additional shared driveway Construction Standards Section 2.D.7. The construction and paving will be at the expense of the property owners (applicant) and required to be permitted separately. A 2018 letter from the Poulsbo Fire Department (Exhibit F) approved a 20-foot wide private driveway.

VI. STATE ENVIRONMENTAL POLICY ACT (SEPA)

A SEPA environmental checklist was prepared and reviewed. A Notice of Application with Optional DNS was issued on January 31, 2024 (Exhibit D). No public comments were received.

VII. SHORELINE JURISDICTION

The 200-foot shoreline jurisdiction extends into parcels 232601-4-063-2004 and 232601-4-064-2003 (as shown below with the green line), which includes a portion of the private driveway. Per PMC 16.080.190 A.5, when a shoreline buffer contains an existing legally established public road or private access road, the director may allow

development on the landward side of the road without a shoreline permit; provided, that the development will not have a detrimental impact to the shoreline. Fjord Road serves as an interrupted buffer, and therefore, shoreline review is not required.



VIII. TITLE 19 PROJECT PERMIT PROCEDURES

Concomitant Agreement Release is a Type V process, and the City Council is the review authority. A Notice of Application with Optional DNS was issued on January 31, 2024 (Exhibit D). No public comments were received.

A Notice of City Council Public Hearing was issued on February 21, 2024 (Exhibit E). The City Council Public Hearing is scheduled for **Wednesday, March 6, 2024**, at 5:00 pm, or soon thereafter. Public hearings are being held as a hybrid virtual/in-person meeting at the web address and call-in number noted below and at Poulsbo City Hall Council Chambers, 200 NE Moe Street, Poulsbo, Washington. This call-in number: 1-253-215-8782 and meeting id: 898 4841 6447 are provided for virtual attendance, in addition to this webinar link: <https://us02web.zoom.us/j/89848416447>. Oral comments can be made in-person. Please state your name and limit your comments to 3 minutes unless additional time is granted by the Council. As a rule, the Council will not respond to citizen comments. Written comments can be emailed to cityclerks@cityofpoulsbo.com by 2:00 p.m. the day of the meeting, and they will be distributed to the Council before the meeting. Written comments will not be read into the record.

IX. STAFF COMMENT AND RECOMMENDATIONS

Comments: This proposal is consistent with the decision criteria for release of concomitant agreements and request for street deviation. Staff respectfully recommends the City Council conclude that the Hansen/Olson Concomitant Agreement Release and Street Deviation request meets the applicable criteria and will not be detrimental to the public health, safety, or welfare of the city.

Recommendation: Staff respectfully recommends the City Council approve the Hansen/Olson Short Plat Concomitant Agreement Release and Request for Street Deviation, Planning File 01-11-24-02. In support of this decision, the City Council shall adopt an ordinance approving the concomitant agreement release and request for street deviation.

X. EXHIBITS

Note: Exhibits A, B and F are attached to this staff report. Exhibit C-E are available online [here](#).

- A. 1990 Hansen/Olson Short Plat Concomitant Agreement
- B. 2004 Amended Hansen/Olson Short Plat Concomitant Agreement
- C. Concomitant Agreement and Street Deviation Application Forms
- D. Notice of Application with Optional DNS and SEPA Checklist
- E. Notice of City Council Public Hearing
- F. Memo from Poulsbo Fire Department

EXHIBIT A

0060.150.084
JEH/crd
05/09/90
R:06/05/90

**CONCOMITANT AGREEMENT FOR HANSEN/OLSON
SHORT PLAT, CITY FILE NO. 03-15-90-1**

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26-

PB98
Poulsbo, WA 98370

FILED FOR RECORD
REC. OF Poulsbo
City

90 JUN 11 PM 1:14

KAREN FLYNN
KITSAP COUNTY AUDITOR
DEPUTY *D*

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WHEREAS, the City of Poulsbo, Washington, hereinafter referred to as "the City," is a noncharter optional municipal code city and as such has the authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby control the use and development of property within its jurisdiction, and

WHEREAS, the undersigned owners, hereinafter referred to as "the Owners," are the owners of certain real property located in the City of Poulsbo, Kitsap County, Washington, which is the subject of this Agreement and which is legally described on Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full, and

WHEREAS, the Owners have applied for approval of a four lot short subdivision of the property described on Exhibit A under City File No. 03-15-90-1, and

WHEREAS, pursuant to Sections 17.14.120 and 17.14.170 of the Poulsbo Municipal Code, the City staff has determined that certain improvements and certain dedication of property should be required as a condition of short plat approval in order that adequate provision be made for streets and parks and that the impacts of the short subdivision be mitigated for the benefit of the public health, safety and welfare, and

WHEREAS, the Owners have requested a deferral of these improvements and dedication until such time as there is a further subdivision of any of the four lots proposed to be created and the City staff is agreeable to such deferral as long as the Owners commit to making the improvements at a later date and commit to a voluntary monetary donation for park purposes in lieu of actual dedication of land, and

WHEREAS, the Owners have agreed, in consideration for approval of their short subdivision without present dedication and construction of streets and park facilities, to construct the street improvements at the time of further subdivision and to contribute funds toward park improvements, in lieu of actual dedication of land, now, therefore,

IN THE EVENT THAT the Hansen/Olson Short Plat, as proposed in City File No. 03-15-90-1 is approved by the City, the Owners hereby covenant and agree as follows:

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REEL544FR2317

1. Warranty of Title. The Owners warrant that they are the owners of the property legally described on Exhibit A attached hereto and that they are authorized to enter into this Agreement.
2. Acknowledgment of City Authority. The Owners acknowledge that state law and City ordinances provide that the City may require, as a condition of, and to mitigate the effects of, the development proposed by the Owners, that the Owners dedicate the easement area along the southern boundary of the property described on Exhibit A, and that the City may require improvement of the same to City local access standards as a condition of short plat approval. The Owners also acknowledge that state law and City ordinance provide that the City may require the dedication of land for purposes of making park improvements as a condition of short plat approval. The Owners agree that the consideration for this Agreement is approval of the Owners' short plat under City File No. 03-15-90-1 without requiring dedication and improvement to be completed prior to such approval.
3. Waiver of Right to Protest LID.
 - A. In the event of any further subdivision of any or all of Lots A, B, C and D, or when any future development occurs on any of the properties to the east or south of the property described on Exhibit A and which have access to or border on the easement along the south property line of Lots A and D, the Owners acknowledge that the following improvements will be necessary:
 - 1) The access easement area shown on the short plat in City File No. 03-15-90-1 as being located along the south property line of Lots A and D must be upgraded to the then current City of Poulsbo local access standards, including street, curb, gutter, sidewalk and storm drainage improvements.
 - 2) A sidewalk meeting the then current City of Poulsbo standards must be constructed along the entire length of the property as it abuts Fjord Drive and to a point of connection with an existing sidewalk to the north of the property described on Exhibit A.

The Owners agree that the financing of such improvements may be through the formation of a local improvement district, provided, that the Owners agree to convey fee title to one-half (1/2) of any necessary right of way for the improvements.

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to the City without charge and without reimbursement from any local improvement district. Such conveyance shall be made at the time the City notifies the Owners that the City intends to form an LID for the purpose of constructing the above-described improvements. The Owners understand that this paragraph does not obligate the City to form an LID, but provides for the obligations of the Owners in the event that an LID is formed.

B. The Owners acknowledge that the entire property legally described on Exhibit A would be specially benefited by the street and sidewalk improvements described in subparagraph A above. The Owners agree to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and the Owners hereby appoint the Mayor of the City as their attorney-in-fact to sign such a petition in the event that the Owners fail or refuse to do so.

C. With full understanding of the Owners' right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, the Owners agree to participate in any such LID or ULID and to waive their right to protest formation of the same. The Owners shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll. Notwithstanding any other provision of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owners.

4. Voluntary Park Mitigation Upon Future Subdivision.

A. The Owners voluntarily propose and agree that, in lieu of actually dedicating land for park purposes in connection with the short plat proposed in City File No. 03-15-90-1, the Owners will make a monetary donation to the City of \$546.21, or \$136.55 per lot, prior to recording of the Short Plat. This donation shall be used by the City only for park purposes.

B. Whenever any additional subdivision of any or all of Lots A, B, C or D is proposed, an additional per lot donation of \$136.55 shall be made for each new lot created and for which no donation was made at the time of the recording of the short plat contained in City File No. 03-15-90-1. By way of-

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illustration and not limitation, the following example is provided:

Assume that Lot A is the first of Lots A, B, C and D to subdivide after approval of the short plat described in City File No. 03-15-90-1 and that four lots are created within Lot A. Under this scenario, a donation would be made by the Owner of Lot A for three additional lots, at the rate of \$136.55 per lot, one lot having already paid a donation at the time of the recording of the short plat. If any additional subdivision of any kind were proposed within the short plat, this process would be repeated for all additional lots created.

- C. The Owners agree that these cash donations are necessary in order to mitigate the impacts that the approval of the short plat described in City File No. 03-15-90-1 and further subdivisions of the property described on Exhibit A will have on City park facilities and the Owners voluntarily propose and agree to make such donations in exchange for the City not requiring actual dedication of park land as a condition of approval of the Short Plat or any further subdivision.
5. Water and Sewer. The Owners shall install, at the Owners' sole cost and expense, sanitary sewer service and water service to serve Lots A, B, C and D prior to the issuance of any building permits for any of the lots. The sanitary sewer and water service shall connect to the City of Poulsbo's sanitary sewer and water systems. The sewer and water service lines shall be constructed according to applicable City standards and according to plans approved by the City Engineer. All engineering costs for design, construction and inspection of the sewer and water construction, whether incurred by the City or the Owners, shall be paid by the Owners.
6. Fjord Drive Intersection. The intersection of the access for the short plat with Fjord Drive shall be constructed according to plans and specifications approved by the City Engineer. As per City Code, the access shall intersect with Fjord Drive at approximately a ninety degree angle with a thirty foot radius on either side of the drive and have an apron paved an adequate distance for the stacking of one car. Sight distance at the intersection shall be subject to City Engineer approval.
7. Extension of Easement. The easement on the south property line of Lots A and D shall be extended to the east property line of Lot D prior to final approval and

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recording of the Short Plat described in City File No. 03-15-90-1.

8. Garbage Pickup. All garbage containers from Lots A, B, C and D shall be brought to Fjord Drive for pickup until such time as the private access shown on the Short Plat is upgraded to local access standards. The Owners acknowledge that this provision is necessary because the City cannot provide curb side garbage pickup for the residents of Lots A, B, C and D on a substandard road.
9. Fire Safety Requirements.
 - A. Hydrant. Prior to the issuance of any building permits on Lots B, C, or D, a fire hydrant shall be installed by the Owners, at the Owners' sole cost and expense, in the easement area south of Lots A and D at a location approved by the City Fire Marshal. The hydrant shall meet City standards and shall be installed according to plans approved by the City Engineer and the City Fire Marshal.
 - B. Fire Truck Turn Around. Prior to the issuance of any building permits or approvals for any of Lots A, B, C or D, an all weather surface fire truck turn around of a size and design acceptable to the City Fire Marshal and the City Engineer shall be required at the same location specified for the fire hydrant in subparagraph A above.
10. Existing Barn. The existing barn on Lots A and B shall be removed at Owners' sole cost and expense prior to the issuance of any building permits on any or all of Lots A, B, C or D.
11. Engineering Approvals and Expenses. Construction plans for the following shall be reviewed and approved by the City Engineer and Public Works Superintendent prior to issuance of a grading or building permit: interim and permanent on-site storm drainage system, water line extension, sewer line extension, and private road access. All engineering costs for the design, construction and inspection of any of the improvements specified in this paragraph or otherwise required by this Agreement, and all engineering costs incurred in determining compliance with the terms of this Agreement, whether incurred by the City or by the Owners, shall be paid by the Owners. The costs shall be consistent with the fee schedule outlined in Exhibit B of the City Engineer's retainer agreement dated December 1, 1988, or any subsequent agreement in effect at the time of the inspection, with any reinspections to be charged at the same rate.

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12. Performance and Maintenance Bonds. The Owners shall provide construction performance and maintenance bonds or other suitable sureties for any improvement in any public right-of-way or which is anticipated to be turned over to the City upon its completion and acceptance by the City. The amount of said bonds or sureties shall be as determined by the City Engineer and shall be in a form approved by the City Attorney. Said bonds or sureties shall be furnished prior to the issuance of any building, grading or other permit to be issued in connection with the construction of any development on Lots A, B, C or D.
13. Police Power. Nothing in this Agreement shall be construed to restrict the authority of the City to exercise its police powers.
14. Binding Effect. This Agreement shall be filed and recorded with the Kitsap County Auditor and shall be a covenant running with the land described on Exhibit A, attached hereto and incorporated herein by reference as if set forth in full, and shall be binding upon the Owners, their successors in interest, grantees and assigns.
15. Payment of Costs and Recording Fees. The Owners agree to pay all costs of recording this Agreement, together with all reasonable costs incurred by the City in preparation of this Agreement, including attorneys fees.
16. Enforcement. In addition to any other remedy provided by law, the City may, at its discretion, maintain a lawsuit to compel specific performance of the terms and conditions of this Agreement or to otherwise enforce its provisions, through injunctive or other relief, and if the City prevails in such action, it shall be entitled to recover all costs of enforcement, including reasonable attorneys fees.
17. Severability. In the event that any section, paragraph, sentence, term or clause of this Agreement conflicts with applicable law or is found by any court having jurisdiction to be contrary to law, such conflict shall not affect other sections, paragraphs, sentences, terms or clauses of this Agreement which can be given effect without the conflicting provision and to this end the terms of this Agreement shall be deemed to be severable, provided, however, that in the event any section, paragraph, sentence, term or clause of this Agreement is found to conflict with applicable law or be contrary to law, the City shall have the right to further review the Short Plat contained in City File No. 03-15-90-1 and to impose appropriate conditions to insure that the purposes for which this Agreement is entered into are in-

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fact accomplished and that the impacts of the proposed development are mitigated.

18. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matters covered therein, and no other agreements, oral or otherwise, shall be deemed to exist or be binding upon the parties.

DATED this 8th day of June, 1990.

OWNERS

Donald R. Olson
Betty L. Olson
Karen K. Hansen
Nyle J. Hansen

ACCEPTED BY
THE CITY OF POULSBO:

By: Richard Mitchusson
Mayor Richard Mitchusson

ATTEST/AUTHENTICATED:

Karol Jones
City Clerk, Karol Jones

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: Richard Mitchusson for
James E. Haney

STATE OF WASHINGTON)
COUNTY OF Kitsap) ss:

I certify that I know or have satisfactory evidence that all above owners signed this instrument and acknowledged

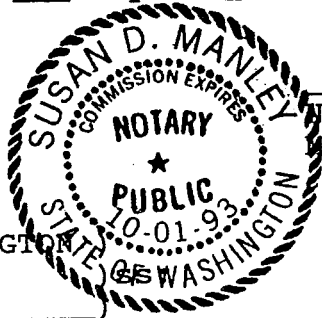
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their
it to be (~~his~~/her) free and voluntary act for the purposes mentioned in this instrument.

DATED this 7th day of June, 1990.



Susan Manley

NOTARY PUBLIC
My commission expires: 10/93.

STATE OF WASHINGTON
COUNTY OF _____

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

DATED this ____ day of _____, 1990.

NOTARY PUBLIC
My commission expires: _____.

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EXHIBIT B



AFTER RECORDING RETURN TO:

Engineering Department
City of Poulsbo
P.O. Box 98
Poulsbo, WA 98370

EXCISE TAX EXEMPT NOV 22 2004

Title: AMENDMENT OF CONCOMITANT AGREEMENT

Reference No. of Documents Assigned or Released: N/A

Grantor(s): (1) Kjell and Pat Schroder (Lot A)
(2) Roger and Sereen Gerhardt (Lot B)
(3) Gregg and Jill Epperson (Lots C and D)

Grantee(s): City of Poulsbo

Legal Description (abbreviated):

The SW 1/4 of the SE 1/4 of Section 23, Township 26 N., Range 1 East, W.M.
also known as
City of Poulsbo Short Plat, Auditor's File Number 90061101008

Additional legal on page 8

Assessor's Property Tax Parcel/Account Numbers:

232601-4-055-2004
232601-4-056-2003
232601-4-057-2002
232601-4-058-2001

AMENDMENT TO CONCOMITANT AGREEMENT

THIS INSTRUMENT AMENDS that certain Agreement entitled, "Concomitant Agreement for Hansen/Olson Short Plat, City File No. 03-15-90-1" ("the Concomitant Agreement") recorded on June 11, 1990 under Kitsap County Auditor's File No. 9006110108.

WHEREAS, in 1990 the City of Poulsbo approved a four-lot short subdivision ("the Hansen/Olson Short Plat") of the property legally described on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full, subject to the recording of the Concomitant Agreement, and

WHEREAS, Subsection 3(A) of the Concomitant Agreement provides that certain improvements are to be made by the property owners to an access easement on the south side of Lots A and D of the Hansen/Olson Short Plat and that the property owners are to install a sidewalk along the entire length of the Hansen/Olson Short Plat as it abuts Fjord Drive at such time as any future subdivision of any or all of Lots A, B, C, and D occurs or when any future development occurs on any of the properties to the east of south of the property described on Exhibit A, and

WHEREAS, the undersigned Owners are the current owners of Lots A, B, C, and D of the Hansen/Olson Short Plat, and

WHEREAS, an application has been submitted to the City of Poulsbo for a two-lot short subdivision of Lot A of the Hansen/Olson Short Plat, commonly known as the Schroder Short Plat, City File No. 03-05-03-1, and

WHEREAS, under the terms of Subsection 3(A) of the Concomitant Agreement, the Schroder Short Plat would trigger the improvements to the access easement and the sidewalk called for in said subsection, and

WHEREAS, the City of Poulsbo Engineering Department has determined that the creation of a single additional lot as proposed by the Schroder Short Plat does not warrant construction of the improvements at this time, and the Owners have requested, and the Engineering Department has agreed, that such improvements should be deferred until such time as there is any further subdivision of the lots within the Hansen/Olson Short Plat that requires access along the south property line of Lots A and/or D or upon development of any of the properties to the east or south of the Hansen/Olson Short plat which have access to or border on the easement along the south property line of Lots A and D, and

WHEREAS, the City and the undersigned Owners have determined to amend the Concomitant Agreement in order to provide for deferral of the improvements, now, therefore,

IN THE EVENT THAT the City of Poulsbo approves the Schroder Short Plat as proposed, the Owners hereby covenant and agree as follows:

1. **Amendment to Subsection 3(A) of Hansen/Olson Concomitant Agreement.** Subsection 3(A) of the Concomitant Agreement recorded on June 11, 1990 under Kitsap County Auditor's File No. 9006110108 is hereby amended to read as follows:

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Page 1



CITY OF POULSBO ENGINEER

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Kitsap Co, WA

A. In the event of any further subdivision of any or all of Lots A, B, C and D (beyond the two-lot short plat of Lot A commonly known as the Schroder Short Plat, City of Poulsbo File No. 03-05-04-1) which requires access along the south property line of Lots A and/or D or upon development of any of the properties to the east or south of Lots A, B, C and D which have access to or border on the easement along the south property line of Lots A and D, the Owners acknowledge that the following improvements will be required:

- 1) The access easement area shown on the short plat in City File No. 03-15-90-1 as being located along the south property line of Lots A and D must be upgraded to the then current City of Poulsbo local access standards, included street, curb, gutter, sidewalk and storm drainage improvements.
- 2) A sidewalk meeting the then current City of Poulsbo standards must be constructed along the entire length of the property as it abuts Fjord Drive and to a point of connection with an existing sidewalk to the north of the property described on Exhibit A.

2. **Remainder of Concomitant Agreement Unaffected.** Except as expressly amended by this instrument, all provisions of the Concomitant Agreement remain unchanged and in full force and effect.

3. **Binding Effect.** This instrument shall be recorded with the Kitsap County Recorder, shall constitute a covenant running with the land legally described on Exhibit A and shall be binding upon the current owners thereof and their successors in interest and assigns with respect to said land.

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11/22/2004 03:08P

CITY OF POULSBO ENGINEERI AMAGMT #27.00 Kitsap Co, WA

DATED this 16 day of September, 2004.

OWNERS:

Kjell Schroder 9/16/04
Kjell Schroder

Pat Schroder 9/16/04
Pat Schroder

Roger Gerhard 9/16/04
Roger Gerhard

Screen Gerhard 9/16/04
Screen Gerhard

Gregg Epperson 9/16/04
Gregg Epperson

Jill Epperson 9/11/04
Jill Epperson

ACCEPTED BY CITY OF POULSBO:

Donna Jean Bruce
Mayor Donna Jean Bruce

ATTEST/AUTHENTICATED:

Karol Jones
City Clerk, Karol Jones

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

James E. Haney
James E. Haney

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CITY OF POULSBO ENGINEER AMAGMT \$27.00 Kitsap Co, WA



Poulsbo Fire Department

*Kitsap County Fire District #18
911 N.E. Liberty Rd. Poulsbo WA, 98370
James S. Gillard, Fire Chief, 360-779-3997*

November 28, 2018

Karla Boughton
City Of Poulsbo
200 Moe Street
Poulsbo, WA 98370

RE: Concurrent agreement

Ms. Boughton,

After review of the road access and the parcels in question, the fire department will accept the proposal from the homeowners to pave the existing driveway to 20 feet in width provided it meets the design standards of the city engineer to support a 70,000 pound load.

1. The fire department will also accept the hammerhead width be reduced to 18 feet, provided that approved signs be posted stating "No Parking Fire Lane" per PMC 10.12.110
2. The fire hydrant located adjacent to the hammerhead needs the landscaping modified to provide 3 feet of clear space around the hydrant per the International Fire Code (IFC) 507.5.5.
3. The road access be given a street name and re-addressed per the PMC 12.25.070.
4. Any additional newly constructed homes that are accessed by this road will be required to have a NFPA 13D residential sprinkler system installed due to the reduced access.

Please let me know if you have any questions,

Bruce Peterson

A handwritten signature in black ink, appearing to read "Bruce Peterson", is written over the printed name.

Deputy Chief
Poulsbo Fire Department