

**CITY OF GIG HARBOR
CITY COUNCIL
RESOLUTION NO. 395**

WHEREAS, Mr. Stan Stearns has submitted a request to the Gig Harbor City Council to consider a height increase allowance of up to twenty-four feet for a residence under remodel at 3403 Harborview Drive and which is located on the same parcel as Arabella's Landing Marina; and

WHEREAS, Mr. Stearns has based his request on the provisions of Section 17.48.060 which allows a height increase of up to twenty four feet, subject to the provisions of two amenities being provided as listed in Section 17.48.090; and,

WHEREAS, the original site plan and shoreline permit for the marina was approved by the City Council in 1986; and,

WHEREAS, the Gig Harbor City Council has adopted Ordinance #598 which establishes guidelines for the review of site plans to provide for increased height in the Waterfront Millville District per Section 17.48.060; and,

WHEREAS, the City Planning Staff has concluded that the proposal for increased height of the residence may be considered in respect to the performance requirements of Section 17.48.060 which requires two amenities to be provided for the general public's use; and,


WHEREAS, the provision of two amenities as proposed by Mr. Stearns, and which would consist of a public fishing pier (E.2.d.) and transient moorage (E.2.f) as per Section 17.48.090, suffice to permit Council to approve increased height of the residence up to a maximum of twenty-four feet.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington, as follows:

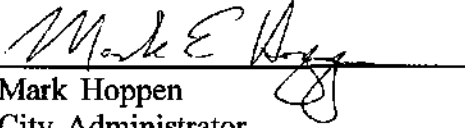
That the maximum height of the residence located at 3403 Harborview Drive is **APPROVED** for twenty-four feet and Site Plan #85-12 is hereby amended, subject to the following conditions:

1. The owner shall file a covenant with the Pierce County Auditor that identifies the two public access amenities and their locations at the marina, consistent with the provisions of Section 17.48.090 E.2 and a copy of the recorded document shall be presented to the Planning Department prior to the issuance of a building permit for the roof reconstruction.

PASSED this 25th day of October, 1993.


Gretchen A. Wilbert, Mayor

ATTEST:


Mark Hoppen
City Administrator

Filed with City Clerk: 10/22/93
Passed by City Council: 10/25/93

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AFTER RECORDING RETURN TO:
City of Gig Harbor
City Administrator
P.O. Box 145
Gig Harbor, WA 98335

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CITY OF GIG HARBOR

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH.

HARBOR ACCESS OPPORTUNITIES COVENANT

This Agreement is executed by and between GIG HARBOR MARINA, INC., dba ARABELLA'S LANDING MARINA, a corporation organized under the laws of the State of Texas (the "Marina" herein), and the City of Gig Harbor, a Washington municipal corporation (the "City" herein).

RECITALS

WHEREAS, Gig Harbor Municipal Code Section 17.48.060 allows a building permit applicant to increase the height of a proposed structure up to twenty-four feet, contingent upon the owner's agreement to provide two public access amenities (as described in GHMC Section 17.48.090(E)(2),) on the property under a covenant recorded against the property; and

WHEREAS, Stan Stearns, as the president of the Marina, submitted a request to the City for a height increase allowance of up to twenty-four feet for a residence under remodel at 3403 Harborview Drive, which residence is located on the same parcel as the Marina in the Waterfront Millville District; and

WHEREAS, the original site plan and shoreline permit for the Marina was approved by the City Council in 1986; and

WHEREAS, City Ordinance No. 598 establishes guidelines for the review of site plans to provide for increased height in the Waterfront Millville District (GHMC Section 17.48.060); and

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WHEREAS, in Resolution No. 395, the City Council approved Stearns' proposal to provide a public fishing pier and transient moorage on the marina property as the consideration required by GHMC Sec. 17.48.060 for an amendment of the site plan and an increase in height of the residence on the marina property, which shall be no more than twenty-four feet in height, subject to the Marina's execution and recording of a covenant against the property; provided that further structures proposed for the marina property shall be subject to site plan review and shall meet the criteria set forth in GHMC Sec. 17.48.060; Now, Therefore,

In consideration of the mutual obligations set forth herein, the parties agree as follows:

TERMS

1. Property Subject to Covenants. The real property which is now owned by the Marina and which is the subject of and subject to this Covenant is the real property included in site plan #85-12 and described in Exhibit A (the "Property" herein), attached hereto and by this reference incorporated herein.

2. Public Fishing Pier. A public fishing pier shall be provided and maintained by the Marina at its cost on the Marina property, which pier shall extend out to the mean lower low water and be connected by a minimum five (5) foot wide public pathway to the frontage street. The pier shall be constructed so that a minimum of ten (10) feet of open water shall surround the pier.

3. Public Transient Moorage. Public transient moorage shall be provided and maintained by the Marina at its cost on the Marina property, for up to two (2), thirty foot (30') boats, which will

have a minimum water depth of eight feet (8'). The public transient moorage shall be easily accessible to visiting boats and shall be posted by the Marina with signage to identify availability as public transient moorage. Such signage shall be readable at a distance of one hundred feet (100').

4. Covenant to Run with the land. The conditions and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the Property.

5. Recordation, Modification and Termination. This Covenant shall be recorded in the Office of the Pierce County Auditor for Pierce County, Washington, and shall serve as notice to holders of after-acquired interests in the Property. This Covenant may not be modified or terminated except by written agreement which has been approved in form and content by the duly authorized representative of the City and the Marina. Nothing in this Covenant shall prevent the Gig Harbor City Council from making such further amendment to the Gig Harbor Municipal Code, its ordinances or any other regulations as the City Council may deem necessary in the public interest.

6. Notices. Any notice to the parties shall be provided at the addresses listed below:

Stanley Stearns
President
Arabella's Landing Marina
3323 Harborview Drive
Gig Harbor, WA 98335

~~The City of~~ Gig Harbor
City Administrator
3105 Judson Street
PO Box 145
Gig Harbor, WA 98335

Following conveyance by the Marina of any portion of the Property, any notice to a subsequent owner shall be to such address as the owner shall designate in writing to the City.

Executed this 28th day of December, 1993.

GIG HARBOR MARINA, INC.

THE CITY OF GIG HARBOR

By: *Stanley J. Harris*
President

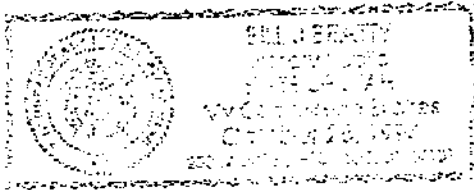
By: *Gitchen A. Tiedent*
Mayor

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STATE OF WASHINGTON)
:
County of Pierce)

I certify that I know or have satisfactory evidence that Stanley Stearns is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Gig Harbor Marina, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-28-93



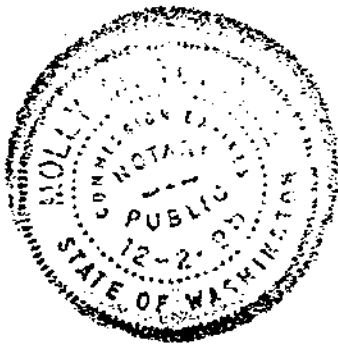
Bree J. Beatty
NOTARY PUBLIC for the State of
UTAH ~~Washington~~, residing at: 230 W. 200 So R-101 JLC U+ 8440
My commission expires: Oct. 26, 1994

STATE OF WASHINGTON)
:
County of Pierce)

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

Dated: 1/5/94

Molly M. Towler
NOTARY PUBLIC for the State of
Washington, residing at: Gig Harbor
My commission expires: 12/2/95



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EXHIBIT A

PARCEL A:

Lots 5, 6, 7 and 8, Block 1, TOWN OF MILVILLE, according to plat recorded in book 2 of plats at page 23, in Pierce County, Washington.

TOGETHER WITH lands lying between the above described lands and the meander line and between the Northwesternly and Southeasterly side lines of said lands extended to the meander line.

TOGETHER WITH second class tidelands abutting thereon.

ALSO a tract of land lying between the Easterly line of First Street as shown on said plat and the meander line, and between the side lines of said First Street extended to the meander line.

TOGETHER WITH second class tidelands abutting thereon.

PARCEL C:

The Northwesternly 25 feet of Lot 4, Block 1, TOWN OF MILVILLE, according to plat recorded in book 2 of plats at page 23, in Pierce County, Washington.

TOGETHER WITH lands lying between the above described lands and the meander line and between the Northwesternly and Southeasterly side lines of said lands extended to the meander line.

TOGETHER WITH second class tidelands abutting thereon.

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City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

January 7, 1994

Mr. Thomas Oldfield
Sloan Bobrick & Oldfield, Inc. P.S.
P.O. Box 7127
Tacoma, WA 98407-0127

Re: Gig Harbor Marina, Inc. / City of Gig Harbor Covenant Regarding Harbor
Access Opportunities - File No. 92-5536

Dear Mr. Oldfield:

Please find enclosed the executed copy of the Covenant. It is currently being recorded with Pierce County, and the number at the top of your document reflects the recording number.

If you would like a copy of the fully recorded document when it is returned to our office, please let me know.

Sincerely,

Molly M. Towslee
Administrative Assistant

LAW OFFICES OF

SLOAN BOBRICK & OLDFIELD, INC. P.S.

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CITY OF GIG HARBOR

2601 NORTH ALDER ST.
P.O. BOX 7127
TACOMA, WA 98407-0127

TACOMA (206) 759-9500
SEATTLE (206) 838-0589
FAX (206) 752-5324

January 3, 1994

Mr. Mark E. Hoppen
Gig Harbor City Administrator
City of Gig Harbor
3105 Judson Street
P.O. Box 145
Gig Harbor, WA 98335

Re: Gig Harbor Marina, Inc./City of Gig Harbor
Covenant Regarding Harbor Access Opportunities
Our File No. 92-5536

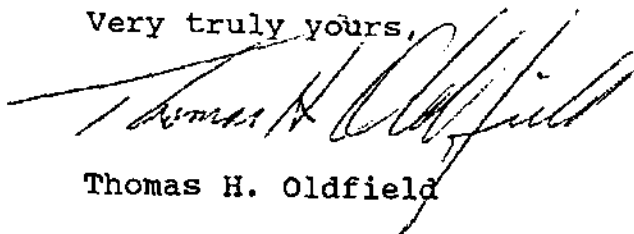
Dear Mr. Hoppen:

Enclosed please find the original and one copy, each executed, of a Harbor Access Opportunities Covenant between Gig Harbor Marina, Inc. and the City of Gig Harbor. This is as approved by Carol Morris, pursuant to our discussions on December 6th. Would you please have each of these Covenants signed by the Mayor. If you wish for us to record the original, please return the original to me, and retain the copy. If you wish to record the original yourself, please return the copy to me.

Thank you for your cooperation and consideration in this matter. If you have any questions, please feel free to call.

Thank you.

Very truly yours,



Thomas H. Oldfield

THO:mis
Enclosures
cc: Stanley Stearns
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