Jane Rasely

From: Kelly Tayara
Sent: Monday, July 16, 2018 10:10 AM
To: steven mendelsohn; Jane Rasely
Subject: RE: Wallace cottages

Hello Mr. Mendelsohn,

I've looked at the documents you've sent previously, and I'm not sure what you stating. Are you making a claim of ownership over a portion of the land? Can you provide a drawing that depicts the issue, as I thought rewording the condition to state that only the lot boundaries, not the open space, need be fenced.

Thank you,

CITY OF BAINBRIDGE ISLAND
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From: steven mendelsohn <stevenmendel2001@yahoo.com>
Sent: Monday, July 16, 2018 10:01 AM
To: Kelly Tayara <ktayara@bainbridgewa.gov>; Jane Rasely <jrasely@bainbridgewa.gov>
Subject: Wallace cottages

Ms Tayara an Ms.Rasley,
I am writing concerning the easements (private easement) and utilities easement for the junction of my property with Wallace Cottages.The information below is my introduction to my June 4 Email to Ms Tayara.

Please allow me to briefly summarize my June 4 Email and the response:

(The introduction to my June 4 Email)
*Sirs:I did not receive the original notification concerning the "Wallace Cottages" subdivision either at our house location or my mailing address on file with you; but, fortunately did receive the update sent out recently in in light of my very current receipt please bear with any typos etc.
Currently my wife Sharon and I are the owners of 345 Fir Acres. We purchased this property only after the thorough review of an easement AFN 20010350191 for the benefit of the property to closest to the south (currently ours).

This easement was placed clearly for the benefit of the our lot A on our current parcel (and not to be confused with Lot A of the development). *This is a very restrictive easement with regards the southern most (Lot A) of the development. This existing easement goes with the land and and in addition places severe restrictions on the use of the land "south of " the north line of the easement. For all intents and purposes this easement creates a visual extension to the north and way from our property up to 35 feet. This easement area is restricted from any business purpose, building purpose purpose etc. by the owners of the lots to the north..

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Shortly after my June Email to the city Ms Tayara sent me the response from the APRIL20 Staff Meeting.

Ie: Thank you for your response to my detailed email to you about easements. The response referred to the April 20 meeting concerning easements and that response based on events taking place now nearly a half year ago stated "*Staff response: Recommended project conditions provide that existing easements and restrictions of record must be amended or extinguished to allow for improvements. Fencing the south common boundaries of Lots 7 and 8 is recommended to preclude private use of the open space area by the residents of Lots 7 and 8, not to restrict the easement rights. " However, despite this the easements have not yet been amended.*

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(07-16-2018) This is my follow-up after that most recent Email from the city concerning the APRIL 20th Staff meeting:

Despite a passage of now many months, there has been no or little progress in settling the conflicts with existing easements (Both the private easement between my property and the development (not withstanding further the developers further recognition of the private easement and the new plans showing realignment of lot 8 to meet with a necessary setback)
.
However the SEPA PLANS now raise the prospect of more conflicts.

The revised SEPA PLAN Shows a new land use ("OPEN SPACE") for the private easement. However the city's description of "Open Space" creates a new fencing conflict with the private easement.

Additionally, in my June email *I pointed out that there already is an existing utilities easement passing from Fir Acres across my property and onto the development. That utilities easements effectively services only the south most one-third of the development. T*he documents submitted by the developer now show a new proposed utilities easement across my property but that utilities easement has not been agreed to or signed off by myself.

Given that:
1. The Developers plans now show new land use on the easement between my property and the development; however, that easement has not been modified. That land use is in conflict with the plans as the land use requires fencing that will conflict with the easement.
2. The Developers plans now show a new utilities easement - unnumbered and not agreed upon the developer and myself.. when there is an existing easement.
3. And the fact that the Staff previously recommended amendments to existing easements..

I remain concerned that the city not approve the plans as final until the above conflicts can be resolved.

Steven Mendelsohn M.D.