# FINAL PLAT OF DIV. 25A ISSAQUAH HIGHLANDS

A REPLAT OF DIVISION 25

A PORTION OF THE SOUTH 1/2 OF SECTION 23, T.24N., R.6E., W.M. CITY OF ISSAQUAH, KING COUNTY, WASHINGTON DECEMBER 2002

## DEDICATION

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE, THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE PUBLIC ALL OF THOSE ROADS, ALLEYS, EASEMENTS AND RIGHTS OF WAY WHICH ARE SHOWN HEREON FOR PUBLIC USE (EXCLUDING ANY PRIVATE ROADS SHOWN ON THIS PLAT) ALSO THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS, SHOWN ON THE FACE OF THIS PLAT IN THE ORIGINAL REASONABLE GRADING OF THE PUBLIC STREETS AND AVENUES SHOWN HEREON; AND DEDICATE TO THE CITY OF ISSAQUAH FREE AND CLEAR OF ALL ENCUMBERANCES, EXCEPT AS SHOWN HEREON; AND DEDICATE ALL PUBLICLY-DESIGNATED EASEMENTS FOR PUBLIC UTILITIES IN FAVOR OF THE CITY OF ISSAQUAH AND GRANT TO THE CITY OF ISSAQUAH AUTHORITY TO ASSIGN LAST SAID PUBLICLY-DESIGNATED EASEMENTS TO OTHER PUBLIC UTILITIES AT ITS DISCRETION.

CRIPTON ISSAGUAN E. L.L.C. DOLONO S Selection Description of MASHINGTON LIMITED LIABILITY COMPANY

RAINIER CAPITAL GROPP, L.C., A WASHINGTON LIMITED LIABILITY COMPANY

TS: AUMINISTRATOR SCHNITZER FAMILY INVESTMENT, L.L.C. II, A WASHINGTON LIMITED LIABILITY COMPANY

ITS ADMINIS TRATAL

## ACKNOWLEDGMENTS

STATE OF

COUNTY OF BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO SIGNED THE INSTRUMENT; ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THIS INSTRUMENT AS THE WAS AUTHORIZED TO EXECUTED THE INSTRUMENT; ACKNOWLEDGED THE SAID INSTRUMENT TO THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED; AND ON OATH STATED THAT HE WAS DULY ELECTED, QUALIFIED, AND ACTING AS SAID OFFICER OF THE CORPORATION; THAT SAID CORPORATION IS THE GENERAL PARTNER OF STANDED LABORATION IS THE GENERAL PARTNER OF WASHINGTON LIMITED PARTNERSHIP; THAT SAID CORPORATION WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF SAID PARTNERSHIP; AND THAT SAID INSTRUMENT WAS THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTNERSHIP FOR THE USES AND PURPOSES THEREIN MENTIONED. \*COLOMB ISSAPIAN I LLC

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE

WRITTEN. NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT SAME AND SAME MY APPOINTMENT EXPIRES OF OFF.

PRINT NAME AND TO THE OFF.

STATE OF WASHINGTON

COUNTY OF PROCE

ON THIS  $\frac{2^{-2}}{2^{-2}}$  day of  $\frac{2^{-2}}{2^{-2}}$ , 2002, before Me, a notary public in and for the state of WASHINGTON, PERSONALLY APPEAREDAM C. SCHOOL PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO SIGNED THE INSTRUMENT; ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THIS INSTRUMENT AS THE PROPERTY OF RAINIER CAPITAL GROUP, L.L.C., THE CORPORATION THAT EXECUTED THE INSTRUMENT; ACKNOWLEDGED THE SAID INSTRUMENT TO THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED; AND ON OATH STATED THAT HE WAS DULY ELECTED, QUALIFIED, AND ACTING AS SAID OFFICER OF THE CORPORATION; THAT SAID CORPORATION IS THE GENERAL PARTNER OF RAINIER CAPITAL GROUP, A

WASHINGTON LIMITED PARTNERSHIP: THAT SAID CORPORATION WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF SAID PARTNERSHIP; AND THAT SAID INSTRUMENT WAS THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTNERSHIP FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE

ESIDING AT 606 CHOUP! MY APPOINTMENT EXPIRES 3 - 27-06 PRINT NAME JUDY R CAMPAGA

STATE OF WASHINGTON:

ON THIS DAY OF LECONOMY, 2002, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED FOR PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO SIGNED THE INSTRUMENT; ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THIS INSTRUMENT AS THE WAS AUTHORIZED TO THE FREE AND CORPORATION THAT EXECUTED THE INSTRUMENT; ACKNOWLEDGED THE SAID INSTRUMENT TO THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED; AND ON OATH STATED THAT HE WAS DULY ELECTED, QUALIFIED, AND ACTING AS SAID OFFICER OF THE CORPORATION; THAT SAID CORPORATION IS THE GENERAL PARTNER OF SCHNITZER FAMILY INVESTMENT, A WASHINGTON LIMITED PARTNERSHIP: THAT SAID CORPORATION WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF SAID PARTNERSHIP; AND THAT SAID INSTRUMENT WAS THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTNERSHIP FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE

E 2 6 8 CH 00 0 MY APPOINTMENT EXPIRES 3-27-06 PRINT NAME JUGY P. CATALANO



11814 115th Ave. NE Kirkland, WA 98034-6923 425.821.8448 425.821.3481 fax 800.488.0756 toll free www.triadassoc.com

ACKNOWLEDGMENTS CONT.

WASHINGTON

COUNTY OF KING

ON THIS 13TH DAY OF DECEMBER, 2002, BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHO SIGNED THE INSTRUMENT; ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THIS INSTRUMENT AS THE VICE PRESIDENT OF HOMESTREET BANK, THE CORPORATION THAT EXECUTED THE INSTRUMENT; ACKNOWLEDGED THE SAID INSTRUMENT TO THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED; AND ON OATH STATED THAT HE WAS DULY ELECTED, QUALIFIED, AND ACTING AS SAID OFFICER OF THE CORPORATION; THAT SAID CORPORATION WAS AUTHORIZED TO EXECUTE THE SAID INSTRUMENT ON BEHALF OF SAID PARTNERSHIP; AND THAT SAID INSTRUMENT WAS THE FREE AND VOLUNTARY ACT AND DEED OF SAID PARTNERSHIP FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR RESTERNA

RESIDING AT BREMERTON MY APPOINTMENT EXPIRES 04-01-2003
PRINT NAME PATRICIA L. DUNLAP

FINANCE DIVISION CERTIFICATE

HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION, AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, EASEMENTS, TRACTS, OR FOR PUBLIC USES, ARE PAID IN FULL.

DATED THIS DAY OF DECEMBER 2002 A. COUNTY LACINAL MANAGER, KING COUNTY OFFICE OF FINANCE

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED THIS OFFICE FOR COLLECTION, AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, EASEMENTS, TRACTS, OR FOR OTHER PUBLIC USES, ARE PAID IN FULL.

APPROVALS

EXAMINED AND APPROVED THIS TO DAY OF CARRY 1002 , 2002

KEITH NIVEN - PROGRAM DIRECTOR, CITY OF ISSAQUAH BOB BROCK - PUBLIC WORKS DIRECTOR, CITY OF ISSAQUAH

AVÁ FRISINGER, MAYOR, CITY OF ISSAQUAH DAY OF 2002 A.D.

Control of the contro

KING COUNTY ASSESSOR 

COUNTY RECORDING OFFICIAL'S INFORMATION BLOCK (WAC 332-130-050)

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS REPLAT OF 24 AND 25, ISSAQUAH HIGHLANDS IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 23, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, EXCEPT AS NOTED, THAT I FULLY COMPLIED WITH PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.



SURVEYOR. CERTIFICATE NO. 22335 11814 115TH AVE. NE. KIRKLAND, WASHINGTON 98034

PHONE: (425) 821-8448

RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY THIS 2 0 DAY OF COUNTY, WASHINGTON. DIVISION OF RECORDS AND ELECTIONS

SUPERINTENDENT OF RECORDS MANAGER

PORTION OF THE SOUTH 1/2 OF SECTION 23, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN CITY OF ISSAQUAH, KING COUNTY, WASHINGTON

JOB NO 01-236

SHEET 1 OF 4

CITY OF ISSAQUAH FILE NO. FP02-0031H

# FINAL PLAT OF DIV. 25A ISSAQUAH HIGHLANDS

A REPLAT OF DIVISION 25

A PORTION OF THE SOUTH 1/2 OF SECTION 23, T.24N., R.6E., W.M. CITY OF ISSAQUAH, KING COUNTY, WASHINGTON

#### LAND DESCRIPTION

DIVISION 25 OF FINAL PLAT OF ISSAQUAH HIGHLANDS DIVISIONS 24 AND 25 (REPLAT OF TRACT 'V'), ACCORDING TO PLAT RECORDED DECEMBER 20, 2001 IN VOLUME 204 OF PLATS, PAGE(S) 38 THROUGH 42, INCLUSIVE, UNDER RECORDING NO. 20011220000390, IN KING COUNTY, WASHINGTON.

#### NOTES

1. ALL MONUMENTS DELINEATED AS FOUND WERE FIELD VISITED AS STATED.

2. THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE USING 3 AND 5 SECOND ELECTRONIC THEODOLITES WITH INTEGRAL ... ELECTRONIC DISTANCE MEASURING UNITS. THE LINEAR AND ANGULAR CLOSURE OF THE TRAVERSE MET OR EXCEEDED THE STANDARDS OF W.A.C. 332-130-090.

3. NO FUTURE LOT OR PORTION OF A FUTURE LOT IN THIS PLAT SHALL BE DIVIDED AND SOLD OR RESOLD OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BELLESS THAN THE AREA! REQUIRED FOR THE ZONING IN WHICH LOCATED.

4. ALL CONSTRUCTION SHALL COMPLY WITH THE WASHINGTON STATE PLUMBING CODE.

5. ALL FUTURE PRIVATE UTILITY STUB-OUTS SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE LOT OWNER."

6. FUTURE FOUNDATIONS OF ANY STRUCTURES MAY NOT EXTEND BEYOND THE BUILDING SETBACK LINES (B.S.B.L.), EXCEPT MINOR STRUCTURAL INTRUSIONS MAY BE PERMITTED AS DEFINED IN THE ISSAQUAH HIGHLANDS ORITICAL AREA DEVELOPMENT STANDARDS UPON APPROVAL OF THE MAJOR DEVELOPMENT REVIEW TEAM (M.D.R.T.).

7. STRUCTURES, OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, FENCES, OUTBUILDINGS) SHALL NOT BE PERMITTED WITHIN THE ACCESS EASEMENTS AND PUBLIC UTILITY EASEMENTS SHOWN HEREON AND DEDICATED TO THE CITY, WITHOUT PRIOR APPROVAL FROM THE M.D.R.T.

8. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS OR DATA TRANSMISSION USES SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

9. BUILDINGS ADJACENT TO THE WETLANDS TO THE EAST SHALL DISCHARGE ROOF DRAINAGE TO ADJACENT WETLAND NF20 (AFFECTS FUTURE DEVELOPMENT TRACT XA UNLESS OTHERWISE APPROVED BY THE MORT).

10. THE USE OF HAZARDOUS OR TOXIC SUBSTANCES AND PESTICIDES OR NON-ORGANIC, NON-SLOW RELEASE FERTILIZERS IS PROHIBITED IN THE 15-FOOT BUILDING SETBACK AREA FROM STREAM AND WETLAND BUFFERS IN THIS PLAT.

11. UPON DEVELOPMENT OF THIS PLAT, ANY APPLICANT FOR DEVELOPMENT SHALL ADOPT TESTING STANDARDS THAT VERIFY THAT THE LOW I/I DESIGN VALUES ARE ACHIEVED, TEST MANHOLES AND SIDE SEWERS, AND LOCATE SEWERS IN AREAS THAT DO NOT ENCOURAGE INFLOW.

12. THIS PLAT IS SUBJECT TO AN EASEMENT 5 FEET IN WIDTH TO THE BENEFIT OF PUGET SOUND ENERGY, U.S. WEST COMMUNICATIONS AND SUMMIT COMMUNICATIONS FOR THE PURPOSE OF UTILITIES AS DISCLOSED BY INSTRUMENT FILED UNDER RECORDING NO. 9710091546, AND AS PLOTTED HEREON.

13. THIS PLAT IS SUBJECT TO AN EASEMENT 5 FEET IN WIDTH TO THE BENEFIT OF PUGET SOUND ENERGY, U.S. WEST COMMUNICATIONS AND SUMMIT COMMUNICATIONS FOR THE PURPOSE OF UTILITIES AS DISCLOSED BY INSTRUMENT FILED UNDER RECORDING NO. 9812142621, AND AS PLOTTED HEREON.

14. TRACT XB IS A CRITICAL AREA TRACT FOR STREAM BUFFER AND MUST COMPLY WITH THE REQUIREMENTS OF THE ISSAQUAH HIGHLANDS CRITICAL AREAS STANDARDS, INCLUDING THE BUFFER AND SETBACK REQUIREMENTS OF APPENDIX "E" OF THE TWO PARTY AGREEMENT, UNLESS SUCH REQUIREMENTS ARE MODIFIED PURSUANT TO SAID APPENDIX "E".

15. A SCHOOL MITIGATION PAYMENT IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED NINETY-SIX AND NO/100

DOLLARS (\$1,396) PER SINGLE FAMILY DWELLING UNIT OR FIVE HUNDRED SEVENTY THREE AND NO/100 DOLLARS (\$573) PER MULTI-FAMILY DWELLING UNIT SHALL BE PAID TO ISSAQUAH SCHOOL DISTRICT NO. 411 AT THE TIME THE BUILDING PERMIT FOR EACH DWELLING UNIT IN THE PLAT'IS ISSUED. ...

16. THIS PLAT IS SUBJECT TO AGREEMENT AND THE TERMS AND CONDITIONS THEREOF CONTAINED IN THE DOCUMENT RECORDED UNDER A.F.N. 9508160202 (SCHOOL MITIGATION AGREEMENT REGARDING THE GRAND RIDGE URBAN PLANNED DEVELOPMENT) AND AS MODIFIED BY INSTRUMENT FILED UNDER RECORDING NO. 9712121468 AND SUBJECT TO THE TERMS AND CONDITIONS OF NOTICE AS DISCLOSED BY INSTRUMENT FILED UNDER RECORDING NO. 9806232215.

17. THIS PLAT IS SUBJECT TO THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND/OR EASEMENTS" AS AMENDED FOR THIS PLAT; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS MOLATE" TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES: RECORDED APRIL 28, 1997 UNDER RECORDING NO. 9704281806 AND MODIFIED AND OR AMENDED BY INSTRUMENT: RECORDED DECEMBER 12, 1997; DECEMBER 14, 1998; AUGUST 12, 1999; OCTOBER 11, 1999; NOVEMBER 13, 2000; NOVEMBER 19, 2001; NOVEMBER 28, 2001; JANUARY 18, 2002 AND MAY 8, 2002; UNDER RECORDING NO: 9712121469, 9812142680, 19990812000176, 19991011000727, 20001113000116, 20011119002073, 200111280000870, 20020118001735 AND 20020508000733.

18. THIS PLAT IS SUBJECT TO THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND/OR EASEMENTS" AS AMENDED FOR THIS PLAT; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES: RECORDED APRIL 28, 1997 UNDER RECORDING NO. 9704281807 AND MODIFIED AND/OR AMENDED BY INSTRUMENT: RECORDED DECEMBER 19, 1997; DECEMBER 14, 1998; AUGUST 12, 1999; OCTOBER 11, 1999; NOVEMBER 13 2000; NOVEMBER 19, 2001; NOVEMBER 28, 2001; JANUARY 18, 2002 AND MAY 8 2002; UNDER RECORDING NO: 9712190675, 9812142681, 19990812000177, 19991011000726, 20001113000115, 20011119002072, 200111280000871, 20020118001734 AND 20020508000733.

19. THIS PLAT IS SUBJECT TO AGREEMENT AND THE TERMS AND CONDITIONS THEREOF CONTAINED IN DOCUMENT RECORDED UNDER A.F.N. 9606180756 (RECORDED TO GIVE NOTICE OF THE JOINT AGREEMENT INCLUDING THE EASTERN ACCESS ... COVENANTS [THREE-PARTY]), AND AS MODIFIED BY INSTRUMENTS FILED UNDER RECORDING NO'S. 9805110405 AND 9712190677.

20. THIS PLAT IS SUBJECT TO AGREEMENT AND THE TERMS AND CONDITIONS THEREOF CONTAINED IN DOCUMENT. RECORDED UNDER A.F.N. 9606251228 (RECORDED TO GIVE NOTICE OF THE ANNEXATION AND DEVELOPMENT AGREEMENT TWO-PARTY]), AND AS MODIFIED BY INSTRUMENTS FILED UNDER RECORDING NO. 9805110405 AND 9712190677.

21. THIS PLAT IS SUBJECT TO THE AGREEMENT AND ITS TERMS AND CONDITIONS BY AND BETWEEN THE GRAND RIDGE PARTNERSHIP, GLACIER RIDGE PARTNERSHIP AND SUMMIT COMMUNICATIONS REGARDING AN EASEMENT AGREEMENT FOR CABLE TELEVISION SERVICE AS DISCLOSED BY INSTRUMENT FILED UNDER RECORDING NO. 9709091546.

22. THIS PLAT IS SUBJECT TO TERM DEED OF DEVELOPMENT RIGHTS, CONSERVATION AND TRAIL EASEMENT COVENANTS, OBLIGATIONS AND CONDITIONS, BY AND BETWEEN THE GRAND RIDGE PARTNERSHIP AND KING COUNTY AS DISCLOSED BY INSTRUMENTS FILED UNDER RECORDING NO'S. 9612030694, 9612030695 AND 9612030696 (AFFECTS TRACT XB).

23. THIS PLAT IS SUBJECT TO RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES EASEMENTS AND PROVISIONS, IF ANY, CONTAINED AND/OR DELINEATED ON THE FACE OF THE PLAT RECORDED IN VOLUME 191 OF PAGES AT PAGE(S) 85-91, RECORDS OF KING COUNTY, WASHINGTON - RECORDING NO. 199910110089, EXCEPT AS MODIFIED HEREIN BY THIS PLAT.

24. THIS PLAT IS SUBJECT TO ISSAQUAH HIGHLANDS SUMMARY OF NOTICE OF GOVERNING DOCUMENTS AND DEVELOPMENT AGREEMENTS AS DISCLOSED BY INSTRUMENT FILED UNDER RECORDING NO. 9805110404.

25. THIS PLAT IS SUBJECT TO RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF THE PLAT RECORDED IN VOLUME 183 OF PLATS AT PAGE(S) 88-98, RECORDS OF KING COUNTY, WASHINGTON - RECORDING NO. 9712171813, EXCEPT AS MODIFIED HEREIN BY THIS PLAT.

26. THIS PLAT IS SUBJECT TO RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES EASEMENTS AND PROVISIONS, IF ANY, CONTAINED AND/OR DELINEATED ON THE FACE OF THE PLAT RECORDED IN VOLUME 187 OF PAGES AT PAGE(S) 57-62, RECORDS OF KING COUNTY, WASHINGTON - RECORDING NO. 9812142621, EXCEPT AS MODIFIED HEREIN BY THIS PLAT.

27. THIS PLAT ENCOMPASSES A PORTION OF A COAL MINE HAZARD AREA. ALL DEVELOPMENT IN THE HAZARD AREA SHALL ADHERE TO AND BE CONSISTENT WITH THE AMENDED (AMOO-0151H) APPENDIX B-PART 4, SUPPLEMENTAL DEVELOPMENT MITIGATION: ZONES 1, 2, AND 3, OR AS SUBSEQUENTLY MODIFIED. A NOTICE OF RISK AND CITY WAIVER FORM MUST BE EXECUTED OR BE ON FILE FOR ALL TRACTS OR DIVISIONS WITHIN THE COAL MINE HAZARD AREA PRIOR TO ISSUANCE OF ANY DEVELOPMENT PERMIT.

28. THIS PLAT IS SUBJECT TO RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES EASEMENTS AND PROVISIONS, IF ANY, CONTAINED AND/OR DELINEATED ON THE FACE OF THE PLAT RECORDED IN VOLUME 204 OF PAGES AT PAGE(S) 38-42, RECORDS OF KING COUNTY, WASHINGTON - RECORDING NO. 20011220000390, EXCEPT AS MODIFIED HEREIN BY THIS PLAT.

## NOTES CONT.

29. THIS PLAT IS SUBJECT TO THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND/OR EASEMENTS;" BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES: RECORDED JUNE 28, 2002 UNDER RECORDING No: '20020628003055.

30. TRACT XA IS A FUTURE DEVELOPMENT TRACT. UPON RECORDING OF THIS PLAT, THE DEVELOPER RETAINS OWNERSHIP OF TRACT XA. THE DEVELOPER HAS THE RIGHT TO SELL, TRANSFER OR CONVEY OWNERSHIP OF SAID TRACT, SUBJECT TO CONFORMANCE WITH RULES AND RESTRICTIONS OF THE CITY OF ISSAQUAH. SAID TRACT XA IS SUBJECT TO A TEMPORARY PRIVATE EMERGENCY VEHICLE AND FIRE ACCESS EASEMENT (SEE EASEMENT PROVISION 2). THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TEMPORARY EASEMENT.

31. TRACT XI AND XC ARE LANDSCAPING TRACTS AND ARE HEREBY DEDICATED AND CONVEYED UPON RECORDING TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION. THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACTS. TRACT XC IS ALSO SUBJECT TO A PUBLIC STORM DRAINAGE EASEMENT.

32. TRACT XD IS A LANDSCAPING, PEDESTRIAN ACCESS AND UTILITIES TRACT AND IS HEREBY DEDICATED AND CONVEYED UPON RECORDING TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION. THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT AND ALL PRIVATE FACILITIES CONTAINED THEREIN.

33. TRACT XE IS A LANDSCAPING, VEHICULAR AND PEDESTRIAN ACCESS AND UTILITIES TRACT AND IS HEREBY DEDICATED AND CONVEYED UPON RECORDING TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION. THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT AND ALL PRIVATE FACILITIES CONTAINED THEREIN.

34. TRACTS XF AND XG ARE LANDSCAPING, PEDESTRIAN ACCESS, UTILITIES, AND STORM DRAINAGE TRACTS AND ARE HEREBY DEDICATED AND CONVEYED UPON RECORDING TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION. THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACTS AND ALL PRIVATE FACILITIES CONTAINED THEREIN.

35. TRACT XH IS A LANDSCAPING, PEDESTRIAN ACCESS AND UTILITIES TRACT AND IS HEREBY DEDICATED AND CONVEYED UPON RECORDING TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION. THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT, ALL PRIVATE FACILITIES AND THE SIDEWALK CONTAINED THEREIN. TRACT XH IS ALSO SUBJECT TO A PUBLIC PEDESTRIAN ACCESS EASEMENT (SEE EASEMENT PROVISION 6).

36. TRACT XJ IS A LANDSCAPING, PEDESTRIAN ACCESS AND UTILITIES TRACT AND IS HEREBY DEDICATED AND CONVEYED UPON RECORDING TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION. TRACT XJ IS ALSO SUBJECT TO A PUBLIC PEDESTRIAN EASEMENT (SEE EASEMENT PROVISION 6). THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SAID TRACT AND ALL FACILITIES CONTAINED THEREIN.

37. THE PRIVATE ACCESS AND UTILITIES EASEMENT WITHIN LOTS 1 THROUGH 19 AND WITHIN TRACTS XA, XC, XE, XF, XG AND XH AS SHOWN ON THIS PLAT IS FOR THE BENEFIT OF ALL LOTS AND TRACTS IN THIS PLAT (SEE EASEMENT PROVISION 5). THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THIS EASEMENT AND ALL PRIVATE FACILITIES CONTAINED THEREIN INCLUDING INDIVIDUAL LOT UTILITIES. THESE LOTS AND TRACTS ARE ALSO SUBJECT TO A PUBLIC WATER LINE AND PUBLIC SANITARY SEWER EASEMENT (SEE EASEMENT PROVISION NO. 4).

38. LOTS 1 THROUGH 22 AND ALL TRACTS ARE SUBJECT TO A PRIVATE FOUNDATION DRAIN AND DOWNSPOUT DRAIN EASEMENT LOCATED IN THE EXTERIOR 5 FEET ADJACENT TO THE BUILDING FOOTPRINT (SEE EASEMENT PROVISION 7).

39. LOT 22 IS SUBJECT TO A PRIVATE ACCESS, AND UTILITIES EASEMENT AS SHOWN ON THE PLAT FOR THE BENEFIT OF ALL LOTS AND TRACTS IN THIS PLAT. THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THIS EASEMENT AND ALL PRIVATE FACILITIES CONTAINED THEREIN.

40. THE PRIVATE LANDSCAPE EASEMENT ON LOT 10 AND TRACT XA IS FOR THE BENEFIT OF ALL LOTS AND TRACTS IN THIS PLAT. THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THIS EASEMENT (SEE EASEMENT PROVISION 8).

41. LOTS 2, 3, 4, 7, 8, 9, 12, 13, 14, 17 AND 18 ARE INTENDED FOR ATTACHED STRUCTURES.

## SECTION SUBDIVISION

NOTE: : SECTION SUBDIVISION PER FINAL PLAT OF ISSAQUAH HIGHLANDS DIVISIONS 24 AND 25 (REPLAT OF TRACT 'V'), AS FILED IN VOLUME 204 OF PLATS, PAGES 38 THROUGH 42, UNDER RECORDING NO. 20011220000390, RECORDS OF KING COUNTY, WASHINGTON, SAID PLAT SITUATED IN A PORTION OF THE SOUTH HALF OF SECTION 23, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M.

### EASEMENT PROVISIONS

. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ISSAQUAH OR ITS ASSIGNS OVER AND UPON THE LOTS AND TRACTS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "EMERGENCY VEHICLE AND FIRE ACCESS EASEMENT"

2. A TEMPORARY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ISSAQUAH OR ITS ASSIGNS OVER AND UPON FUTURE DEVELOPMENT TRACT XA AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "TEMPORARY EMERGENCY VEHICLE AND FIRE ACCESS EASEMENT". SAID EASEMENT TERMINATES WITH THE DEVELOPMENT OF SAID TRACT.

3. A NON-EXCLUSIVE ACCESS EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ISSAQUAH UNDER AND UPON A 2.00 FOOT WIDE STRIP OF PRIVATE LAND LYING PARALLEL WITH AND ADJACENT TO THE 18TH AVENUE NORTHEAST FRONTAGE (i.e. . THE 2' ADJACENT TO THE RIGHT OF WAY WITHIN THE 5' EASEMENT REFERENCED IN NOTES 12 & 13). THE EASEMENT IS FOR THE PURPOSE OF CITY ACCESS TO ANY PUBLIC IMPROVEMENT WITHIN THE RIGHT-OF-WAY WHICH ADJOINS THE EASEMENT AREA FOR MAINTENANCE, REPAIR, OR REPLACEMENT OF SUCH IMPROVEMENT. FOLLOWING ANY USE, THE CITY SHALL RESTORE THE EASEMENT AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION.

4. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ISSAQUAH, UNDER AND UPON ALL PUBLIC STREETS, ALLEYS, LANES, AVENUES, AND PLACES WHICH ARE HEREIN DEDICATED AND UPON THE EASEMENTS SHOWN ON THIS PLAT AND DESCRIBED HEREIN FOR PUBLIC WATER LINES, PUBLIC SANITARY SEWER AND PUBLIC STROM DRAINAGE. THE CITY OF ISSAQUAH SHALL HAVE THE RIGHT TO CONSTRUCT, MAINTAIN, REPLACE, REPAIR AND OPERATE WATER LINES, SANITARY SEWER LINES, STORM DRAINAGE LINES AND APPURTENANCES WITHIN AND TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR THE PURPOSES STATED. STRUCTURES (EXCLUDING OVERHANGS) SHALL NOT BE CONSTRUCTED UPON ANY AREA RESERVED FOR "SAID EASEMENTS, EXCEPT THAT ROCKERIES, STRUCTURE OVERHANGS, WALKWAYS, AND RETAINING WALLS MAY BE CONSTRUCTED WITHIN EASEMENTS AS APPROVED BY THE M.D.R.T.

5. A PRIVATE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION, UNDER AND UPON THE PRIVATE ACCESS AND UTILITIES EASEMENT AS SHOWN ON THIS PLAT, FOR PEDESTRIAN AND VEHICULAR ACCESS TO ALL LOTS AND TRACTS IN THIS PLAT AND ALL PRIVATE FACILITIES CONTAINED WITHIN SAID EASEMENT, THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THIS EASEMENT AND ALL PRIVATE FACILITIES CONTAINED THEREIN. ON LOTS 20 AND 21 THIS EASEMENT IS FOR UTILITIES ONLY

6. A PUBLIC PEDESTRIAN ACCESS EASEMENT IS GRANTED OVER AND UPON TRACTS XH AND XJ. THIS EASEMENT SHALL ALLOW FOR GENERAL PUBLIC PEDESTRIAN ACCESS AS WELL AS PEDESTRIAN ACCESS TO LOTS 21, 22, 23, 24 AND FUTURE DEVELOPMENT WITHIN TRACT XA. ...

7. THE PRIVATE FOUNDATION DRAIN AND DOWNSPOUT DRAIN EASEMENT (LOTS 1 THROUGH 22 AND ALL TRACTS) IS GRANTED TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION WHICH IS RESPONSIBLE FOR OPERATION, MAINTENANCE, AND REPAIR OF SAID FACILITIES. . .

8. A PRIVATE LANDSCAPE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION, UNDER AND UPON THE LANDSCAPING EASEMENT ACROSS LOT 10 AND TRACT XA, LANDSCAPING NOT TO EXCEED 48 INCHES IN HEIGHT OR FENCING UNLESS APPROVED BY THE M.D.R.T. THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THIS EASEMENT.

### RESTRICTIONS AND CONDITIONS

NO DIRECT VEHICULAR ACCESS IS ALLOWED FROM INDIVIDUAL LOTS ONTO NORTHEAST PARK DRIVE.



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JOB NO 01-236

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