**DIVISION 96** A PORTION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 24 N, RANGE 6 E, W.M. CITY OF ISSAOUAH, KING COUNTY, WASHINGTON

221/074

# **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 ENCUMBRANCES, 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.

FURTHER, WE WAIVE FOR OURSELVES, OUR HEIRS AND ASSIGNS, AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF ISSAGUAH AND ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED TO THE ADJACENT LANDS OF THIS SUBDIVISION BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS

ISSAQUAH HIGHLANDS 50 L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY BY: ## In Taxestments Inc. ITS: MANAGING PARTNER

GRAND-GLACIER L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

MMA President

BY: PORT BLAKELY COMMUNITIES, INC., A WASHINGTON CORPORATION, ITS MANAGER.

BY: W JUD KIRK, PRESIDENT

## **ACKNOWLEDGMENTS**

COUNTY OF King

SS

ON THIS DAY PERSONALLY APPEARED BEFORE ME WES CEISBREAT TO ME KNOWN TO BE THE MANAGER OF ISSAQUAH HIGHLANDS 50 LL.C., THE WASHINGTON LIMITED LIABILITY COMPANY THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED SUCH INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SUCH PARTY, FOR THE USES AND PURPOSES THERITM INSTITUTED, AND ON OATH STATED THAT (HE/SHE) WAS DULY AUTHORIZED TO EXECUTE SUCH INSTRUMENT.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 20DAY OF May 2004



SIGNATURE OF NOTARY PUBLIC SONIA RINEL PRINTED NAME SONIA BINCK NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT, MY COMMISSION EXPIRES 8.29-06

STATE OF WASHINGTON ) COUNTY OF King ) ss

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



RY PUBLIC IN AND FOR THE STATE OF WASHINGTON, ING AT POINTMENT EXPIRES 5-1-04
NAME OLIVINITY STATES STATE OF WASHINGTON, ING AT THE STATE OF WASHINGTON, ING A

#### **ACKNOWLEDGMENTS**

#### FINANCE DIVISION CERTIFICATE

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THERE THERE ARE NO DEMNOCENTA 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, EASHENTS, TRACTS, OR FOR PUBLIC USES, ARE PAID HIS LOAY OF 17 1000 A.D. 2004 A.D.

Ren Guy
MANAGER, KING COUNTED OFFICE OF FINANCE

#### TREASURER'S CERTIFICATE

EXAMINED AND APPROVED THIS 26th DAY OF

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

DATED THIS DAY OF ANY OF AN

# **APPROVALS**

EXAMINED AND APPROVED THIS 25 DAY OF MAY

CITY OF ISSAQUAH M.D.R.T. KEITH NIVEN MAY 2004 A D

PUBLIC WORKS DIRECTOR, CITY OF ISSAQUAH EXAMINED AND APPROVED THIS 2/6 DAY OF

EXAMINED AND APPROVED THIS 2 DAY OF

EXAMINED AND APPROVED THIS 27th DAY OF MAY , 2004 A.D.

362993-0344

#### SECTION SUBDIVISION

NOTE: SECTION SUBDIVISION PER FINAL PLAT OF ISSAQUAH HIGHLANDS DIVISIONS 84, 85 AND 90, ACCORDING TO PLAT RECORDED IN VOLUME 210 OF PLATS AT PAGE(S) 46-56, UNDER RECORDING NUMBER 20021120001868 IN KING COUNTY, WASHINGTON.

### LEGAL DESCRIPTION

LOT 3 OF THE CITY OF ISSAQUAH SHORT PLAT NO. SP-03-004-IH, ACCORDING TO TO PLAT RECORDED JUNE 25, 2003 UNDER RECORDING NUMBER 20030625900014, IN KING COUNTY, WASHINGTON.

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

# LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF LOT 3 OF CITY OF ISSAQUAH SHORT PLAT 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; AND THAT I FULLY COMPLIED WITH PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.



DAVID A. ROBERTSON, PROFESSIONAL LAND SURVEYOR. CERTIFICATE NO. 33149 TRIAD ASSOCIATES 11814 115TH AVE. NE. KIRKLAND, WASHINGTON 98034 PHONE: (425) 821–8448

0040527

0 O

2129

07

#### RECORDING CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY THIS 27 DAY OF 2004, AT 32 MINUTES PAST 2 P.M. AND RECORDED IN RECORDS OF KING DIVISION OF RECORDS AND ELECTIONS

Deen Loga Walt Washington by to SUPERINTENDENT OF RECORDS MANAGER

PORTION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 24 NORTH, RANGE 6 EAST, WILLAMETTE MERIDIAN, IN THE CITY OF ISSAQUAH. KING COUNTY, WASHINGTON

JOB NO 03-146

SHEET 1 OF 7

11814 115th Ave. NE Kirkland, WA 98034-6923 425.821.8448 425 821 3481 fer 800.488.0756 toll fre

# FINAL PLAT OF ISSAQUAH HIGHLANDS

#### DIVISION 96

A PORTION OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 24 N, RANGE 6 E, W.M. CITY OF ISSAQUAH, 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 TH STANDARDS OF W.A.C. 332-130-090.
- 3. NO EXISTING LOT, DIVISION, TRACT, OR PARCEL IN THIS PLAT SHALL BE DIVIDED OR CHANGED WHEREBY THE ALLOWABLE DEVELOPMENT, AS DEFINED IN THE DEVELOPMENT AGREEMENT, IS EXCEEDED, EXCEPT WHEN AND IF THE DEVELOPMENT AGREEMENT IS TERMINATED, THE CITY OF ISSAQUAH MAY ALLOW THE ALLOWABLE DEVELOPMENT TO BE EXCEEDED.
- 4. ALL PRIVATE UTILITY STUB-OUTS SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE LOT OWNER.
- 5. 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 CRITICAL AREA DEVELOPMENT STANDARDS UPON APPROVAL OF THE RESPONSIBLE OFFICIAL.
- 6. STRUCTURES, OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, FENCES, OUTBUILDINGS) SHALL NOT B PERMITTED WITHIN THE ACCESS EASEMENTS AND PUBLIC UTILITY EASEMENTS SHOWN HEREON AND DEDICATED TO THE CITY, WITHOUT PRIOR APPROVAL FROM THE RESPONSIBLE OFFICIAL.
- 7. 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.
- 8. THE USE OF HAZARDOUS OR TOXIC SUBSTANCES, PESTICIDES AND/OR CERTAIN FERTILIZERS ARE PROHIBITED IN THE 15 BUILDING SETBACK AREA FROM STREAM AND WETLAND BUFFERS IN THIS PLAT, ORGANIC, SLOW-RELEASE FERTILIZERS ARE PERMITTED. AFFECTS LOTS 39 THROUGH 50 AND TRACT AD.
- 9. A SCHOOL MITIGATION PAYMENT IN THE AMOUNT OF \$1,396 DOLLARS PER SINGLE FAMILY DWELLING UNIT, OR \$573 DOLLARS 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.
- 10. THIS PLAT IS SUBJECT TO THE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF CONTAINED IN THE DOCUMENT RECORDED UNDER RECORDING NUMBER: 9508160202 (SCHOOL MITIGATION AGREEMENT REGARDING THE GRAND RIDGE URBAN PLANNED DEVELOPMENT). AND AS MODIFIED BY INSTRUMENT FILED UNDER RECORDING NUMBER: 9712121468.
- 11. THIS PLAT IS SUBJECT TO THE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF CONTAINED IN THE DOCUMENT RECORDED UNDER RECORDING NUMBER: 9606180756 (RECORDED TO GIVE NOTICE OF THE JOINT AGREEMENT INCLUDING THE EASTERN ACCESS COVENANTS [THREE-PARTY]). IN THIS CONNECTION NOTE STATUTORY DEED RECORDED UNDER RECORDING NUMBER: 9710221244 AND MODIFIED AND/OR AMENDED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 20020924000360.
- 12. THIS PLAT IS SUBJECT TO THE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF CONTAINED IN THE DOCUMENT RECORDED UNDER NUMBER: 9606251228 (RECORDED TO GIVE NOTICE OF THE ANNEXATION AND DEVELOPMENT AGREEMEN [TWO-PARTY]). AND AS MODIFIED BY INSTRUMENTS FILED UNDER RECORDING NUMBER: 20020118001733.
- 13. 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 THIE 42, SECTION 3604(C), OF THE UNITED STATES CODES: RECORDED APRIL 28, 1997 UNDER RECORDING NO. 9704281806 AND AS MODIFIED BY AMENDMENTS. IN THIS CONNECTION WE NOTE DECLARANT'S AFFIRMATION OF AMENDMENTS RECORDED UNDER RECORDING NO. 20021210001157.
- 14. 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 SUCCOVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE THITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES: RECORDED APRIL 28, 1997 UNDER RECORDING NO. 9704281807 AND AS MODIFIED BY AMENDMENTS.
- 15. THIS PLAT IS SUBJECT TO THE PROVISIONS OF THE ARTICLES OF INCORPORATION AND BY-LAWS OF THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION, AND ANY TAX, FEE, ASSESSMENTS OR CHARGES AS MAY BE LEVIED BY SAID ASSOCIATION.
- 16. THIS PLAT IS SUBJECT TO RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS AND PROVISIONS, IF ANY, CONTAINED AND/OR DELINEATED ON THE FACE OF THE PLAT OF FINAL PLAT OF ISSAQUAH HIGHLANDS DIVISIONS 84, 85 AND 90 (TRACT FJ), RECORDED IN VOLUME 210 OF PLATS AT PAGE(S) 46 THROUGH 56, INCLUSIVE, IN KING COUNTY, WASHINGTON AND THE CITY OF ISSAQUAH SHORT) PLAT NO. SPO3—004-IH RECORDED JUNE 6, 2003 UNDER RECORDING NUMBER 20030625900014, IN KING COUNTY, WASHINGTON EXCEPT AS AMENDED BY THIS PLAT.
- 17. THIS PLAT IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF OWNERSHIP OF FIBER OPTIC SYSTEM (ISSAQUAH HIGHLANDS)" RECORDED: FEBRUARY 18, 2003 UNDER RECORDING NUMBER: 20030218001542.
- 18. THIS PLAT IS SUBJECT TO CONDITIONS, NOTES, EASEMENTS, PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF SURVEY UNDER KING COUNTY RECORDING NO. 20030522900003.
- 19. THIS PLAT IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "NOTICE OF LIEN FOR RESIDENTIAL ASSOCIATION ASSESSMENT" RECORDED: JUNE 25, 2003 UNDER RECORDING NUMBER: 20033046.
- 20. THIS PLAT IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ISSAQUAH HIGHLANDS SUMMARY NOTICE OF GOVERNING DOCUMENTS AND DEVELOPMENT AGREEMENTS" RECORDED: JUNE 25, 2003 UNDER RECORDING NUMBER: 20030625003049.
- 21. THIS PLAT IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DECLARATION OF RETAINED AND ASSIGNED RIGHTS UNDER DEVELOPMENT AGREEMENT AND CONSERVATION EASEMENTS" RECORDED: JUNE 25, 2003 UNDER RECORDING NUMBER: 20030625003050.
- 22. THIS PLAT IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COVENANT FOR COMMUNITY" RECORDED: SEPTEMBER 11, 2003 UNDER RECORDING NUMBER: 20030911002246. SAID INSTRUMENT IS A RE-RECORD OF RECORDING NO. 20030520000559 AND AS MODIFIED AND/OR AMENDED BY INSTRUMENTS RECORDED UNDER RECORDING NO.(S) 20030723000761 AND 20031121000403.
- 23. THIS PLAT IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "UTILITY EASEMENT RECORDED: DECEMBER 3, 2003 UNDER RECORDING NUMBER: 20031203002007.
- 24. TRACT AA IS CONVEYED TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (LH.C.A.) UPON THE RECORDING OF THIS FINAL PLAT. TRACT AA IS FOR THE PURPOSE OF PUBLIC SANITARY SEWER, PUBLIC WATER LINE, PUBLIC PEDESTRIAN ACCESS, EMERGENCY VEHICLE AND FIRE ACCESS, PUBLIC STORM DRAINAGE, PRIVATE LANDSCAPE, PRIVATE VEHICULAR ACCESS AND UTILITY TRACT. THE LANDSCAPE MAINTENANCE OF TRACT AS SHALL BE. THE RESPONSIBILITY OF THE LH.C.A. TOGETHER WITH THE RIGHT OF THE LH.C.A. TO DETERMINE THE DISTRIBUTION OF MAINTENANCE COSTS TO LOT 1 THROUGH 50 OWNERS AS PERMITTED IN THE DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS UNDER RECORDING NO. 9704281806 AND AS MODIFIED BY AMENDMENTS."
- 25. TRACT AB AND AF ARE CONVEYED TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (I.H.C.A.) UPON THE RECORDING OF THIS FINAL PLAT. TRACTS AB AND AF ARE FOR THE PURPOSE OF OPEN SPACE, PRIVATE LANDSCAPE, PUBLIC PEDESTRIAN ACCESS AND UTILITY TRACTS. THE LANDSCAPE MAINTENANCE OF TRACTS AB AND AF SHALL BE THE RESPONSIBILITY OF THE I.H.C.A. TOGETHER WITH THE RIGHT OF THE I.H.C.A. TO DETERMINE THE DISTRIBUTION OF MAINTENANCE COSTS TO LOT 1 THROUGH 50 OWNERS AS PERMITTED IN THE DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS UNDER RECORDING NO. 9704281806 AND AS MODIFIED BY AMENDMENTS."
- 26. IRACT AC(24TH COURT NE) AND TRACTS AG AND AH(NE MONROE LANE) ARE PRIVATE ACCESS FOR INGRESS, EGRESS, PUBLIC SEWER, PUBLIC WATER, PRIVATE STORM DRAINAGE AND PRIVATE LANDSCAPE AS SHOWN ON SHEETS 6 AND 7 FOR THE BENEFIT OF LOTS 1 THROUGH 50 OWNERS, OWNERSHIP OF LOTS 1 THROUGH 50 INCLUDES AN EQUAL AND UNDIMDED OWNERSHIP INTEREST IN TRACT AC(24TH COURT NE) AND TRACTS AG AND AH(NE MONROE LANE), AND AN EQUAL AND UNDIMDED RESPONSIBILITY FOR THE MAINTENANCE OF SAID TRACT AC(24TH COURT NE) AND TRACTS AG AND AH(NE MONROE LANE) PRIVATE STORM DRAINAGE. THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (IH.C.A.) SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ELECT TO UNDERTAKE THE MAINTENANCE TOGETHER WITH THE RIGHT TO DETERMINE THE DISTRIBUTION OF MAINTENANCE COSTS TO LOTS I THROUGH 50 OWNERS AS PERMITTED IN THE DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS UNDER RECORDING NO. 9704281806 AND AS MODIFIED BY AMENDMENTS AND SHALL HAVE A RIGHT OF ACCESS THERON FOR SAID PURPOSES. TRACT AC(24TH COURT NE) AND TRACTS AG AND AH(NE MONROE LANE) ARE ALSO SUBJECT TO AN EMERGENCY VEHICLE AND FIRE ACCESS EASEMENT AND PUBLIC VEHICLE AND PUBLIC PEDESTRIAN ACCESS EASEMENTS AS SHOWN THEREON.
- 27. TRACT AD IS CONVEYED TO THE ISSAOUAH HIGHLANDS COMMUNITY ASSOCIATION (I.H.C.A.) UPON THE RECORDING OF THIS FINAL PLAT. TRACT AD IS FOR THE PURPOSE OF OPEN SPACE, PRIVATE LANDSCAPE, PUBLIC PEDESTRIAN ACCESS AND UTILITY TRACT. THE LANDSCAPE MAINTENANCE OF TRACT AD SHALL BE THE RESPONSIBILITY OF THE I.H.C.A. TO DETERMINE THE DISTRIBUTION OF MAINTENANCE COSTS TO LOT 1 THROUGH 50 OWNERS AS PERMITTED IN THE DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS UNDER RECORDING NO. 9704281806 AND AS MODIFIED BY AMENDMENTS. TRACT AD IS ALSO SUBJECT TO A PUBLIC PEDESTRIAN ACCESS EASEMENT AND PUBLIC SANITARY SEWER EASEMENT AS SHOWN THEREON.
- 28. TRACT AE IS CONVEYED TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (I.H.C.A.) UPON THE RECORDING OF THIS FINAL PLAT. TRACT AE IS FOR THE PURPOSE OF OPEN SPACE, PRIVATE LANDSCAPE AND UTILITY TRACT. THE LANDSCAPE MAINTENANCE OF TRACT AE SHALL BE THE RESPONSIBILITY OF THE I.H.C.A. TOGETHER WITH THE RIGHT OF THE I.H.C.A. TO DETERMINE THE DISTRIBUTION OF MAINTENANCE COSTS TO LOT I THROUGH 50 OWNERS AS PERMITTED IN THE DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS UNDER RECORDING NO. 9704281806 AND AS MODIFIED BY AMENDMENTS.

#### EASEMENT PROVISIONS (SEE SHEETS 6 AND 7 OF 7)

- 1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ISSAQUAH OR ITS ASSIGNS OVER AND UPON THE LOTS AND TRACTS AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "PUBLIC SANITARY SEWER EASEMENT". THE CITY SHALL HAVE THE RIGHT TO CONSTRUCT, MAINTAIN, REPLACE, REPAIR AND OPERATE THE UTILITY WITHIN AND TOGETHER WITH THE RIGHT TO ENTER UPON SAUD EASEMENT AT ALL TIMES FOR THE PURPOSES STATED. STRUCTURES SHALL NOT BE CONSTRUCTED UPON ANY AREA RESERVED FOR SAID EASEMENT, WITHOUT PRIOR APPROVAL OF THE CITY OF ISSAQUAH. FOLLOWING ANY USE, THE CITY SHALL RESTORE THE EASEMENT AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION.
- 2. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ISSAQUAH OR ITS ASSIGNS OVER AND UPON THE LOTS AND TRACTS AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "PUBLIC WATER LINE EASEMENT". THE CITY SHALL HAVE THE RIGHT TO CONSTRUCT, MAINTAIN, REPLACE, REPAIR AND OPERATE THE UTILITY WITHIN AND TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR THE PURPOSES STATED. STRUCTURES SHALL NOT BE CONSTRUCTED UPON ANY AREA RESERVED FOR SAID EASEMENT, WITHOUT PRIOR APPROVAL OF THE CITY OF ISSAQUAH. FOLLOWING ANY USE, THE CITY SHALL RESTORE THE EASEMENT AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION.
- 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 NE NATALLE WAY, NE MAGNOLIA STREET, 23RD COURT NE AND NE MARION LANE FRONTAGES AND DESCRIBED HEREIN AS "SIDEWALK MAINTENANCE EASEMENT". 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, AND REPLACEMENT OF SUCH IMPROVEMENT BY THE CITY OF ISSAQUAH. [FOLLOWING ANY USE, THE CITY SHALL RESTORE THE EASEMENT AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION.]
- 4. AN EASEMENT FOR PUBLIC PEDESTRIAN ACCESS IS HEREBY RESERVED FOR AND GRANTED TO THE PUBLIC AND THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (I.H.C.A.) OR ITS ASSIGNS OVER AND UPON THE LOTS AND TRACTS AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "PUBLIC PEDESTRIAN ACCESS EASEMENT". THE OWNERS OF LOTS 1 THROUGH 50 SHALL SHARE EQUALLY IN THE MAINTENANCE OF THE FACILITIES THEREIN. THE I.H.C.A. SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO LEICT TO UNDERTAKE THE MAINTENANCE TOCSTHER WITH THE RIGHT TO DETERMINE THE DISTRIBUTION OF MAINTENANCE COSTS TO LOTS 1 THROUGH 50 OWNERS AS PERMITTED IN THE DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS UNDER RECORDING NO. 9704281806 AND AS MODIFIED BY AMENDMENTS AND SHALL HAVE A RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
- 5. AN EASEMENT FOR PRIVATE STORM DRAINAGE IS HEREBY RESERVED FOR AND GRANTED TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (I.H.C.A.) OR ITS ASSIGNS AND TO OWNERS OF LOTS ADJACENT TO AND SERVED BY THE EASEMENT OVER AND UPON THE LOTS, TRACTS AND ALLEYS AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "PRIVATE STORM DRAINAGE EASEMENT". THE COMMON FACILITIES WITH THE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF LOTS ADJACENT TO AND SERVED BY THE EASEMENT. EACH OWNER SHALL SHARE EQUALLY IN THE MAINTENANCE OF THAT PORTION OF THE DRAINAGE FACILITY USED IN COMMON. THE I.H.C.A. SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ELECT TO UNDERTAKE THE MAINTENANCE COSTSTS TO LOTS 1 THROUGH 50 OWNERS AS PERMITTED IN THE DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS UNDER RECORDING NO. 9704281806 AND AS MODIFIED BY AMENDMENTS AND SHALL HAVE A RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
- 6. AN EASEMENT FOR EMERGENCY VEHICLE AND FIRE ACCESS IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ISSAQUAH OR ITS ASSIGNS OVER AND UPON THE LOTS, TRACTS AND ALLEYS AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "EMERGENCY VEHICLE AND FIRE ACCESS EASEMENT".
- 7. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF ISSAQUAH OR ITS ASSIGNS OVER AND UPON THE LOTS AND TRACTS AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "PUBLIC STORM DRAINAGE EASEMENT". THE CITY SHALL HAVE THE RIGHT TO CONSTRUCT, MAINTAIN, REPLACE, REPAIR AND OPERATE THE UTILITY WITHIN AND TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENT AT ALL TIMES FOR THE PURPOSES STATED. STRUCTURES SHALL NOT BE CONSTRUCTED UPON ANY AREA RESERVED FOR SAID EASEMENT, WITHOUT PRIOR APPROVAL OF THE CITY OF ISSAQUAH. FOLLOWING ANY USE, THE CITY SHALL RESTORE THE EASEMENT AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION.
- 8. AN EASEMENT FOR PRIVATE FOUNDATION, DRAIN AND DOWNSPOUT IS HEREBY RESERVED FOR AND GRANTED TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (I.H.C.A.) OR ITS ASSIGNS AND TO OWNERS OF LOTS ADJACENT TO AND SERVED BY THE EASEMENT OVER AND UPON THE LOTS AND TRACTS AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "PRIVATE FOUNDATION, DRAIN AND DOWNSPOUT EASEMENT" AN AREA 5 FEET IN WIDTH ADJACENT TO AND OUTSIDE THE BUILDING FOOTPRINT. THE COMMON FACILITIES WITH THE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF LOTS ADJACENT TO AND SERVED BY THE EASEMENT. EACH OWNER SHALL SHARE EQUALLY IN THE MAINTENANCE OF THAT POPTION OF THE FACILITIES THEREIN. THE I.H.C.A. SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ELECT TO UNDERTAKE THE MAINTENANCE TOGETHER WITH THE RIGHT, BUT NOT THE OBLIGATION, TO LOTS THOUGH 50 OWNERS AS PERMITTED IN THE DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS UNDER RECORDING NO. 9704281806 AND AS MODIFIED BY AMENDMENTS AND SHALL HAVE A RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
- 9. AN EASEMENT FOR PUBLIC VEHICULAR ACCESS IS HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF LOTS ADJACENT TO AND SERVED BY THE EASEMENT OVER AND UPON THE LOTS AND TRACTS AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "PUBLIC VEHICULAR ACCESS EASEMENT". THE EASEMENT IS FOR USE BY THE OWNERS OF THE LOTS AND THEIR GUESTS, INVITEES AND SERVICE PROVIDERS. THE OWNERS OF LOTS 1 THROUGH 50 SHALL SHARE EQUALLY IN THE MAINTENANCE OF THE FACILITIES THEREIN. THE ISSAQUAH HICHLANDS COMMUNITY ASSOCIATION (I.H.C.A.) SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ELECT TO UNDERTAKE THE MAINTENANCE TOGETHER WITH THE RIGHT TO DETERMINE THE DISTRIBUTION OF MAINTENANCE COSTS TO LOT 1 THROUGH 50 OWNERS AS PERMITTED IN THE DECLARATION OF COVENAN CONDITIONS AND RESTRICTIONS UNDER RECORDING NO. 9704281806 AND AS MODIFIED BY AMENDMENTS AND SHALL HAVE A RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
- 10. AN EASEMENT FOR PRIVATE LANDSCAPE IS HEREBY RESERVED FOR AND GRANTED TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (LH.C.A.) OR ITS ASSIGNS AND TO OWNERS OF LOTS ADJACENT TO AND SERVED BY THE EASEMENT OVER AND UPON THE LOTS AND TRACTS AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "PRIVATE LANDSCAPE EASEMENT". THE COMMON FACILITIES WITH THE EASEMENT SHALL BE OWNED AND MAINTAINED BY THE OWNERS OF LOTS ADJACENT TO AND SERVED BY THE EASEMENT. EACH OWNER SHALL SHARE EQUALLY IN THE MAINTENANCE OF THAT PORTION OF THE LANDSCAPE THEREIN. THE LH.C.A. SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ELECT TO UNDERTAKE THE MAINTENANCE TOGETHER WITH THE RIGHT TO DETERMINE THE DISTRIBUTION OF MAINTENANCE COSTS TO LOTS 1 THROUGH 50 OWNERS AS PERMITTED IN THE DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS UNDER RECORDING NO. 9704281806 AND AS MODIFIED BY AMENDMENTS AND SHALL HAVE A RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
- 11. A PERPETUAL NONEXCLUSIVE EASEMENT OVER EACH LOT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THOSE PORTIONS OF THE HOUSE CONSTRUCTED ON AN ADJACENT LOT (INCLUDING, BUT NOT LIMITED TO, EVES, ROOFS, AND GUTTERS OF THAT HOUSE) WHICH EXTEND OVER THE BOUNDARY LINE BETWEEN THE LOTS, INCLUDING AN EASEMENT FOR REASONABLE ACCESS OVER THAT LOT FOR THE PURPOSES OF CARRYING OUT SUCH CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT. ALL COSTS ASSOCIATED WITH THE CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT OF THE OVERHANG SHALL BE BORNE BY THE OWNER OF THE LOT BENEFITED BY THIS EASEMENT AND THAT OWNER SHALL INDEMNIFY AND HOLD THE OWNER OF THE OTHER LOT HARMLESS FROM ANY AND ALL LOSS OR DAMAGE ASSOCIATED WITH THE OWNER'S USE OF THE EASEMENT.
- 12. AN EASEMENT FOR PUBLIC PEDESTRIAN ACCESS AND MAINTENANCE OF PUBLIC IMPROVEMENTS IN THE ADJOINING RIGHT—OF—WAY IS HEREBY RESERVED FOR AND GRANTED TO THE PUBLIC AND THE CITY OF ISSAOUAH OVER AND UPON LOTS 6, 7,19 AND 20 AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "PUBLIC SIDEWALK EASEMENT". THE EASEMENT SHALL BE MAINTAINED BY THE CITY OF ISSAOUAH, WHICH SHALL HAVE THE RIGHT TO ENTER UPON SAID LOTS TO PERFORM MAINTENANCE ON THE PUBLIC IMPROVEMENTS WITHIN THE ADJACENT RIGHT OF WAY. FOLLOWING ANY USE, THE CITY SHALL RESTORE THE EASEMENT AREA AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION.
- 13. AN EASEMENT FOR PRIVATE VEHICULAR ACCESS IS HEREBY RESERVED FOR AND GRANTED TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (I.H.C.A.) OR ITS ASSIGNS AND TO DWNERS OF LOTS 15, 16, 17, 49 AND 50, OVER AND UPON THE TRACT AA AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "PRIVATE VEHICULAR ACCESS EASEMENT". THE VEHICULAR ACCESS EASEMENT SHALL BE MAINTAINED BY THE OWNERS OF LOTS 15, 16, 17, 49 AND 50. EXCEPT AS OTHERWISE PROVIDED BY THE I.H.C.A., EACH BENEFITED OWNER SHALL SHARE EQUALLY IN THE MAINTENANCE OF THE VEHICULAR ACCESS THEREIN. THE I.H.C.A. SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO UNDERTAKE SUCH MAINTENANCE AND TO ALLOCATE SUCH MAINTENANCE COSTS TO THE BENEFITED OWNERS AS PERMITTED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS UNDER RECORDING NO. 9704281806 AS AMENDED AND SHALL HAVE A RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
- 14. AN EASEMENT FOR PRIVATE SANITARY SEWER IS HEREBY RESERVED FOR AND GRANTED TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (I.H.C.A.) OR ITS ASSIGNS AND TO OWNERS OF LOTS SERVED BY THE EASEMENT OVER AND UPON THE LOTS AND TRACTS AS SHOWN ON THE PLAT AND DESCRIBED HEREIN AS "PRIVATE SANITARY SEWER EASEMENT. THE SEWER FACILITIES WITHIN THE FASSEMENT SHALL BE MAINTAINED BY THE COWNERS OF LOTS SERVED BY THE EASEMENT SECEPT AS OTHERWISE PROVIDED BY THE I.H.C.A., EACH BENEFITED OWNER SHALL SHARE EQUALLY IN THE MAINTENANCE OF THE SANITARY SEWER FACILITIES THEREIN. THE I.H.C.A. SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO UNDERTAKE SUCH MAINTENANCE COSTS TO THE BENEFITED OWNERS AS PERMITTED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS UNDER RECORDING NO. 9704281806 AS AMENDED AND SHALL HAVE A RIGHT OF ACCESS THEREON FOR SAID PURPOSES.



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

33149 GISTERS MAL LAND E EXPIRES: 05/21/05

VOL/PG

JOB NO 03-146 SHEET 2 OF 7







