

FINAL PLAT OF ISSAQUAH HIGHLANDS DIVISION 71

(BEING A REPLAT OF TRACT CCX, CITY OF ISSAQUAH BOUNDARY LINE ADJUSTMENT NO. LL-03-004 IH)
PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 23, THE SOUTHWEST 1/4 OF SECTION 24,
NORTHWEST 1/4 OF SECTION 25 AND THE NORTHEAST 1/4 OF SECTION 26, ALL IN TOWNSHIP 24N., RANGE 6E., W.M.,
CITY OF ISSAQUAH, KING COUNTY, WASHINGTON

NOTES AND RESTRICTIONS

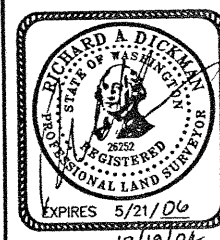
1. ALL MONUMENTS DELINEATED AS FOUND WERE FIELD VISITED AS STATED.
2. THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE USING 3 AND 5 SECOND ELECTRONIC THEODOLITES WITH INTEGRAL ELECTRONIC DISTANCE MEASURING UNITS. THE LINEAR AND ANGULAR CLOSURE OF THE TRAVERSE MET OR EXCEEDED THE STANDARDS OF W.A.C. 332-130-090.
3. NO EXISTING LOT OR DIVISION 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. UNLESS SPECIFICALLY DESCRIBED IN THE EASEMENT PROVISIONS, ALL FUTURE PRIVATE UTILITY STUB-OUTS AND EASEMENTS AS SHOWN HEREON, 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 CITY OF ISSAQUAH.
6. STRUCTURES, OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OVERHANGS) SHALL NOT BE PERMITTED WITHIN THE ACCESS EASEMENTS AND PUBLIC UTILITY EASEMENTS SHOWN HEREON AND DEDICATED TO THE CITY.
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. A SCHOOL MITIGATION PAYMENT IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$1,396.00) PER SINGLE FAMILY DWELLING UNIT OR FIVE HUNDRED SEVENTY THREE AND NO/100 DOLLARS (\$573.00) PER MULTI-FAMILY DWELLING UNIT, SHALL BE PAID TO ISSAQUAH HIGHLANDS SCHOOL DISTRICT NO. 411 AT TIME THE BUILDING PERMIT FOR EACH DWELLING UNIT IN THE PLAT IS ISSUED.
9. THIS PLAT IS SUBJECT TO THE 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 AMENDED BY INSTRUMENT FILED UNDER RECORDING NO. 9712121468.
10. THIS PLAT IS SUBJECT TO THE 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.
11. THIS PLAT IS SUBJECT TO THE AGREEMENT AND ITS TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT FILED UNDER RECORDING NO. 9606251228 (RECORDED TO GIVE NOTICE OF THE ANNEXATION AND DEVELOPMENT AGREEMENT [TWO-PARTY]), AND AS AMENDED.
12. DIVISION 71 IS SUBJECT TO THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ISSAQUAH HIGHLANDS RESIDENTIAL PROPERTIES" AS DISCLOSED BY INSTRUMENT FILED UNDER RECORDING NO. 9704281806 AND AS AMENDED.
13. DIVISION 71 IS SUBJECT TO THE "DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS FOR ISSAQUAH HIGHLANDS" RECORDED UNDER A.F.N. 9704281807 AND AS AMENDED.
14. THIS PLAT IS SUBJECT TO PROVISIONS OF ARTICLES OF INCORPORATION AND BY-LAWS OF THE ISSAQUAH HIGHLANDS HOMEOWNERS ASSOCIATION, AND ANY TAX, FEE, ASSESSMENTS OR CHARGES AS MAY BE LEVIED BY SAID ASSOCIATION.
15. THIS PLAT IS SUBJECT TO THE RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENT AND PROVISION, IF ANY, CONTAINED AND/OR DELINEATED ON THE FACE OF THE PLAT RECORDED IN VOLUME 211 OF PLATS AT PAGES 7 THROUGH 13, UNDER RECORDING NO. 20021204000062, EXCEPT AS MODIFIED BY THIS PLAT.
16. 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" AS DISCLOSED BY INSTRUMENT FILED UNDER RECORDING NO. 20021204000141.
17. THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF OWNERSHIP OF FIBER OPTIC SYSTEM (ISSAQUAH HIGHLANDS)" AS DISCLOSED BY INSTRUMENT FILED UNDER RECORDING NO. 20030218001542.
18. THIS PLAT IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COVENANT FOR COMMUNITY FOR ISSAQUAH HIGHLANDS" AS DISCLOSED BY INSTRUMENT FILED UNDER RECORDING NO. 20030911002246 AND AS AMENDED.
19. THIS PLAT IS SUBJECT TO THE TERMS, CONDITIONS AND RESTRICTIONS, IF ANY, CONTAINED AND/OR DELINEATED ON THE FACE OF THE CITY OF ISSAQUAH BOUNDARY LINE ADJUSTMENT NO. LL-03-004-IH RECORDED IN BOOK 161 OF SURVEY AT PAGES 10, 10A AND 10B, UNDER RECORDING NO. 20030625900015, EXCEPT AS MODIFIED BY THIS PLAT.
20. THIS PLAT IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COVENANT FOR COMMUNITY FOR ISSAQUAH HIGHLANDS (AMENDED AND RESTATED)" AS DISCLOSED BY INSTRUMENT FILED UNDER RECORDING NO. 20040204000499.
21. 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 LOTS 9 AND 10 AND TRACT AAJ.
22. THIS PLAT IS SUBJECT TO CERTAIN CONDITIONS OF THE PRELIMINARY PLAT, PP-01-003IH, WHICH WILL APPLY TO FUTURE FINAL PLATS OF FUTURE DEVELOPMENT TRACTS, SITE DEVELOPMENT PERMITS AND UTILITY PERMITS WITHIN THIS FINAL PLAT.
23. TRACTS 'AAJ' IS HEREBY CONVEYED TO THE ISSAQUAH HIGHLANDS COMMUNITY (IHCA) UPON THE RECORDING OF THIS FINAL PLAT FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS AND UTILITIES. THIS TRACT WILL PROVIDE ACCESS TO THE GRAND RIDGE DRIVE LOTS (LOTS LOCATED SOUTH OF THIS TRACT).
24. TRACTS 'AAJ' IS OWNED AND MAINTAINED BY THE GRAND-GLACIER LLC FOR THE PURPOSE OF FUTURE DEVELOPMENT.

EASEMENT PROVISIONS

1. A PRIVATE DRY UTILITIES EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO PUGET SOUND ENERGY COMPANY, QWEST, COMCAST, GRAND-GLACIER LLC, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON A 5.00 FOOT WIDE STRIP OF PRIVATE LAND OVER, UNDER, THROUGH AND ACROSS DIVISION 71, AS SHOWN HEREON. FURTHER EASEMENTS ARE RESERVED OVER PRIVATE LANDS FOR VAULTS, PEDESTALS AND RELATED FACILITIES ("VAULT EASEMENTS") ADJACENT TO THE 5-FOOT WIDE UTILITY EASEMENTS RESERVED IN THE PRECEDING SENTENCE AS FOLLOWS: (A) THE VAULT EASEMENTS MAY OCCUPY UP TO AN ADDITIONAL 5-FEET IN WIDTH (FOR A TOTAL WIDTH OF 10 FEET), WITH THE LENGTH OF EACH VAULT EASEMENT AS NEEDED TO LOCATE, OPERATE, AND REPAIR THE FACILITY; (B) THE NUMBER AND LOCATION OF VAULT EASEMENTS WILL BE "AS INSTALLED" DURING THE UTILITY'S INITIAL INSTALLATION OF FACILITIES; AND (C) ALL PRIVATE LAND THAT DOES NOT HAVE VAULT, PEDESTALS OR RELATED FACILITIES INSTALLED ON IT IS RELEASED AUTOMATICALLY FROM THE VAULT EASEMENTS UPON FINAL COMPLETION OF THE INITIAL INSTALLATION OF SUCH FACILITIES WITHIN THIS PLAT. THE EASEMENTS ARE RESERVED AND GRANTED IN ORDER TO INSTALL, LAY, CONSTRUCT, RENEW, REPLACE, REPAIR, OPERATE AND MAINTAIN UNDERGROUND PIPE, CONDUIT, CABLES, WIRES, VAULTS AND PEDESTALS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELECOMMUNICATIONS, DATA TRANSMISSION, AND UTILITY SERVICE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. FURTHER, THESE ENTITIES ARE GRANTED AN EASEMENT UNDER AND UPON THE PUBLIC STREETS DEDICATED FOR THE SAME UTILITY PURPOSES DESCRIBED ABOVE, SUBJECT TO ANY APPLICABLE CITY REGULATIONS OR FRANCHISE REQUIREMENTS. THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION. 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 WITHIN THIS EASEMENT UNLESS THE SAME SHALL BE UNDERGROUND. NO PERMANENT STRUCTURE SHALL BE PLACED WITHIN THE EASEMENTS WITHOUT PERMISSION FROM EASEMENT OWNERS. THIS EASEMENT SUPERSEDES ALL UTILITY EASEMENTS OVER THE ABOVE DESCRIBED LANDS CREATED FOR THE SAME PURPOSE THEREOF, AS ESTABLISHED BY PRIOR ISSAQUAH HIGHLANDS FINAL PLAT(S).

EASEMENT PROVISIONS (CONT)

2. 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 ALL STREET AND ALLEY FRONTAGE (I.E. THE OUTER 2' OF THE 5.00 FOOT WIDE EASEMENT CREATED IN PARAGRAPH 1 ABOVE). 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 PUBLIC IMPROVEMENT. FOLLOWING ANY USE, THE CITY SHALL RESTORE THE EASEMENT AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION. NO STRUCTURES (EXCEPT FOR ROCKERIES, AND RETAINING WALLS, WITH PRIOR APPROVAL OF THE CITY OF ISSAQUAH) SHALL BE INSTALLED, NOR PERMANENT OR ON-GOING USE MADE IN THE EASEMENT AREA.
3. LOTS 1 AND 17 ARE SUBJECT TO AN EASEMENT TO THE BENEFIT OF ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (IHCA), AS PLOTTED ON SHEET 5 OF 6, FOR THE PURPOSE OF A LANDSCAPE AND ENTRY MONUMENT EASEMENT. THE IHCA SHALL HAVE THE RIGHT TO CONSTRUCT, INSTALL, REPAIR, MAINTAIN, REPLACE AND OPERATE SAID LANDSCAPING AND ENTRY MONUMENTS OVER THE EASEMENT AREA AS SHOWN. NO STRUCTURES SHALL BE INSTALLED OR ON-GOING USE MADE INTO THE EASEMENT AREA WITHOUT THE PRIOR WRITTEN APPROVAL BY THE IHCA.
4. TRACT AAJ IS SUBJECT TO A TEMPORARY "TURN AROUND" EASEMENT TO THE BENEFIT OF THE CITY OF ISSAQUAH AS PLOTTED ON SHEETS 4 AND 6 OF 6. SAID EASEMENT SHALL BE OWNED AND MAINTAINED BY GRAND-GLACIER LLC. UPON THE REPLAT OF SAID TRACT AAJ AND THE EASTERLY EXTENSION AND DEDICATION OF NE HORIZON DRIVE TO THE CITY OF ISSAQUAH, THIS EASEMENT SHALL BE AUTOMATICALLY TERMINATED.
5. THE 10 FOOT WIDE PRIVATE STORM DRAINAGE EASEMENT, OVER, UNDER, THROUGH AND ACROSS LOTS 1 THROUGH 4, AS PLOTTED ON SHEET 5 OF 6, IS FOR THE BENEFIT OF LOTS 1 THROUGH 5. THE OWNER(S) OF SAID BENEFITED LOT(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY USED IN COMMON. THE IHCA 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 AS FILED UNDER RECORDING NO. 9704281806, AND AS AMENDED, AND SHALL HAVE THE RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
6. THE 10 FOOT WIDE PRIVATE STORM DRAINAGE EASEMENT, OVER, UNDER, THROUGH AND ACROSS LOTS 5 AND 6, AS PLOTTED ON SHEETS 5 AND 6 OF 6, IS FOR THE BENEFIT OF LOTS 5 THROUGH 7. THE OWNER(S) OF SAID BENEFITED LOT(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY USED IN COMMON. THE IHCA 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 AS FILED UNDER RECORDING NO. 9704281806, AND AS AMENDED, AND SHALL HAVE THE RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
7. THE 10 FOOT WIDE PRIVATE STORM DRAINAGE EASEMENT, OVER, UNDER, THROUGH AND ACROSS LOT 8 AND TRACT AAJ, AS PLOTTED ON SHEET 6 OF 6, IS FOR THE BENEFIT OF FUTURE LOTS CREATED UPON THE REPLAT OF TRACT AAJ. THE OWNER(S) OF SAID FUTURE BENEFITED LOT(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY USED IN COMMON. THE IHCA 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 AS FILED UNDER RECORDING NO. 9704281806, AND AS AMENDED, AND SHALL HAVE THE RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
8. THE 10 FOOT WIDE PRIVATE STORM DRAINAGE EASEMENT, OVER, UNDER, THROUGH AND ACROSS LOTS 10, 11 AND 12, AS PLOTTED ON SHEETS 5 AND 6 OF 6, IS FOR THE BENEFIT OF LOTS 9 THROUGH 11. THE OWNER(S) OF SAID BENEFITED LOT(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY USED IN COMMON. THE IHCA 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 AS FILED UNDER RECORDING NO. 9704281806, AND AS AMENDED, AND SHALL HAVE THE RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
9. THE 10 FOOT WIDE PRIVATE STORM DRAINAGE EASEMENT, OVER, UNDER, THROUGH AND ACROSS LOTS 13 AND 14, AS PLOTTED ON SHEET 5 OF 6, IS FOR THE BENEFIT OF LOTS 12 THROUGH 14. THE OWNER(S) OF SAID BENEFITED LOT(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY USED IN COMMON. THE IHCA 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 AS FILED UNDER RECORDING NO. 9704281806, AND AS AMENDED, AND SHALL HAVE THE RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
10. THE 10 FOOT WIDE PRIVATE STORM DRAINAGE EASEMENT, OVER, UNDER, THROUGH AND ACROSS LOTS 16 AND 17, AS PLOTTED ON SHEET 5 OF 6, IS FOR THE BENEFIT OF LOTS 15 THROUGH 17. THE OWNER(S) OF SAID BENEFITED LOT(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY USED IN COMMON. THE IHCA 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 AS FILED UNDER RECORDING NO. 9704281806, AND AS AMENDED, AND SHALL HAVE THE RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
11. THE 15 FOOT WIDE PRIVATE STORM DRAINAGE EASEMENT, OVER, UNDER THROUGH AND ACROSS LOTS 5, 6, 7 AND 8, AS PLOTTED ON SHEETS 5 AND 6 OF 6, IS FOR THE BENEFIT OF LOTS 5 THROUGH 8 AND THE FUTURE LOTS CREATED UPON THE REPLAT OF TRACT AAJ. THE OWNER(S) OF SAID BENEFITED LOT(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY USED IN COMMON. THE IHCA 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 AS FILED UNDER RECORDING NO. 9704281806, AND AS AMENDED, AND SHALL HAVE THE RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
12. THE 10 FOOT WIDE PRIVATE STORM DRAINAGE EASEMENT, OVER, UNDER, THROUGH AND ACROSS LOTS 10 THROUGH 15, AS PLOTTED ON SHEETS 5 AND 6 OF 6, IS FOR THE BENEFIT OF LOTS 9 THROUGH 15. THE OWNER(S) OF SAID BENEFITED LOT(S) SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY THEY HAVE BENEFIT OF USE AND SHALL EQUALLY SHARE IN THE MAINTENANCE OF THAT PORTION OF THE PRIVATE STORM DRAINAGE FACILITY USED IN COMMON. THE IHCA 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 AS FILED UNDER RECORDING NO. 9704281806, AND AS AMENDED, AND SHALL HAVE THE RIGHT OF ACCESS THEREON FOR SAID PURPOSES.
13. THE TRACT AAJ IS SUBJECT TO THE PUBLIC WATER EASEMENT, OVER, UNDER, THROUGH AND ACROSS, AS PLOTTED ON SHEET 6 OF 6, FOR THE BENEFIT OF CITY OF ISSAQUAH. THE CITY SHALL BE RESPONSIBLE FOR MAINTENANCE, REPAIR, OR REPLACEMENT OF SUCH PUBLIC WATER IMPROVEMENT. FOLLOWING ANY USE, THE CITY SHALL RESTORE THE EASEMENT AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION.
14. GRAND-GLACIER LLC HEREBY RESERVES AND GRANTS TO THE ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (IHCA) PRIVATE WATER REUSE LINE EASEMENTS OVER LOTS 1 THROUGH 8. THE IHCA HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN SAID WATER REUSE LINE WITHIN EASEMENTS AND SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION.
15. LOT 9 IS SUBJECT TO AN EASEMENT TO THE BENEFIT OF ISSAQUAH HIGHLANDS COMMUNITY ASSOCIATION (IHCA), AS PLOTTED ON SHEET 6 OF 6, FOR THE PURPOSE OF SIGN EASEMENT. THE IHCA SHALL HAVE THE RIGHT TO CONSTRUCT, INSTALL, REPAIR, MAINTAIN, REPLACE AND OPERATE SAID SIGN IN THE EASEMENT AREA AS SHOWN. NO STRUCTURES SHALL BE INSTALLED OR ON-GOING USE MADE INTO THE EASEMENT AREA WITHOUT THE PRIOR WRITTEN APPROVAL BY THE IHCA.



**DAVID EVANS
AND ASSOCIATES INC.**
415 - 118th Avenue SE
Bellevue Washington 98005-3518
Phone: 425.519.6500

FINAL PLAT OF ISSAQUAH HIGHLANDS DIVISION 71

(BEING A REPLAT OF TRACT CCX, CITY OF ISSAQUAH BOUNDARY LINE ADJUSTMENT NO. LL-03-004 IH)
PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 23, THE SOUTHWEST 1/4 OF SECTION 24,
NORTHWEST 1/4 OF SECTION 25 AND THE NORTHEAST 1/4 OF SECTION 26, ALL IN TOWNSHIP 24N., RANGE 6E., W.M.,
CITY OF ISSAQUAH, KING COUNTY, WASHINGTON

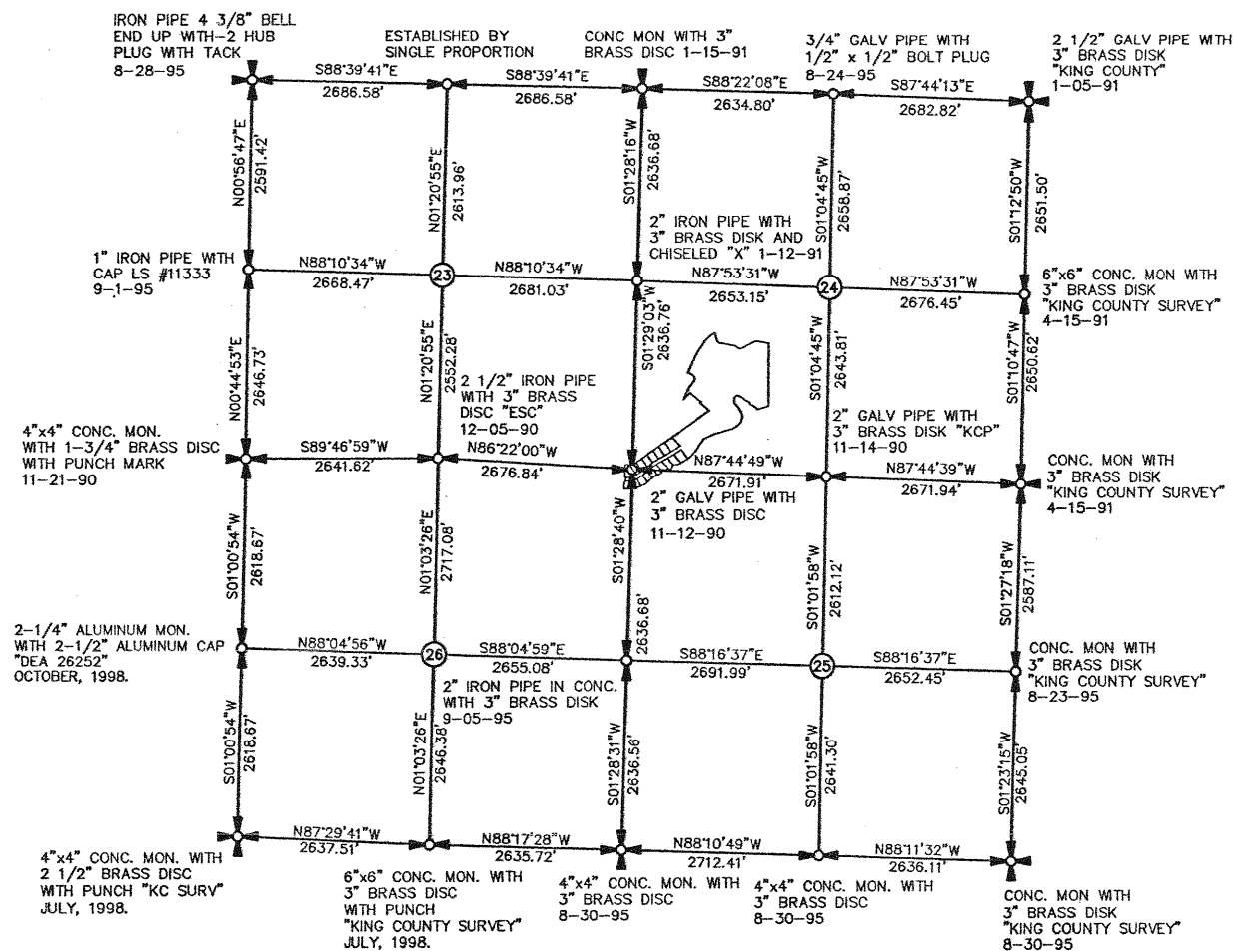
LAND DESCRIPTIONS AND BASIS OF BEARING

REVISED TRACT "CCX", ISSAQUAH HIGHLANDS BOUNDARY
LINE ADJUSTMENT NO. LL-03-004-IH, AS RECORDED IN
BOOK 161 OF SURVEY AT PAGES 10, 10A AND 10B,
UNDER RECORDING NO. 20030625900015, IN KING
COUNTY, WASHINGTON.

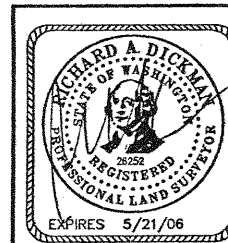
SAID BLA SITUATED IN A PORTION OF THE SOUTHEAST
QUARTER OF SECTION 23, THE SOUTHWEST QUARTER OF
SECTION 24, THE NORTHWEST QUARTER, SECTION 25, AND
THE NORTHEAST QUARTER, SECTION 26, TOWNSHIP 24
NORTH, RANGE 6 EAST, W.M.

SECTION SUBDIVISION

SECTION SUBDIVISION PER OSTERGAARD-ROBINSON AND ASSOCIATES (OR)
RECORD OF SURVEY RECORDED IN VOLUME 106 OF SURVEYS, PAGES 237A-H.
THE WEST LINE OF SAID SECTION 26 AMENDED BY RECORD OF SURVEY
RECORDED IN VOLUME 142 OF SURVEYS, PAGES 88 AND 88A, RECORDS OF
KING COUNTY, WASHINGTON.



SECTIONS 23, 24, 25, AND 26 T.24N., R.6E., W.M.



**DAVID EVANS
AND ASSOCIATES INC.**
415 - 118th Avenue SE
Bellevue Washington 98005-3518
Phone: 425.519.6500

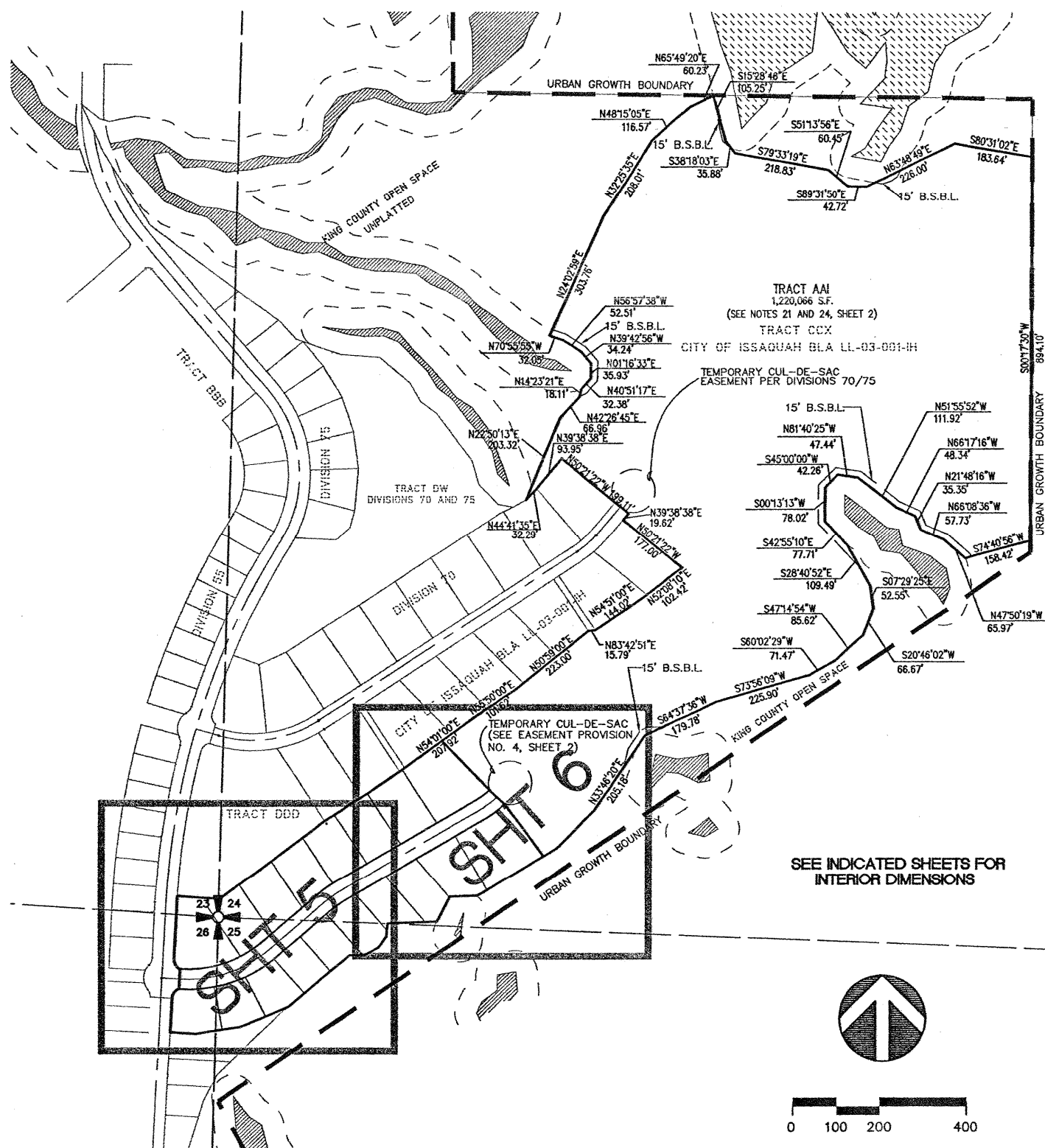
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SHEET 3 OF 6

FINAL PLAT OF ISSAQUAH HIGHLANDS DIVISION 71

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CITY OF ISSAQUAH, KING COUNTY, WASHINGTON



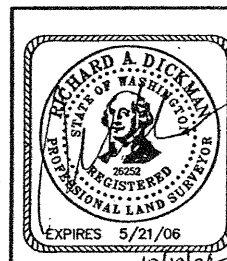
SEE INDICATED SHEETS FOR
INTERIOR DIMENSIONS



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WETLAND AREA



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415 - 118th Avenue SE
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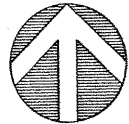
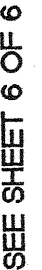
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SHEET 4 OF 6

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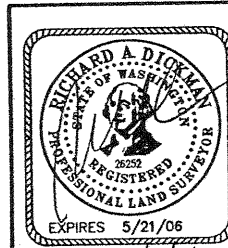
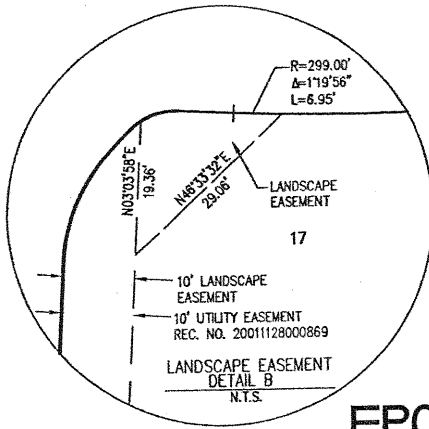
224 / 099

(BEING A REPLAT OF TRACT CCX, CITY OF ISSAQUAH BOUNDARY LINE ADJUSTMENT NO. EE-03-004 IN)
PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 23, THE SOUTHWEST 1/4 OF SECTION 24,
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CITY OF ISSAQUAH, KING COUNTY, WASHINGTON



④ SET BRASS DISK IN 4x4 CONCRETE MONUMENT IN CASE

SET 1/2 INCH REBAR AND PLASTIC
CAP "DEA" 26252 AT ALL LOT
AND TRACT CORNERS



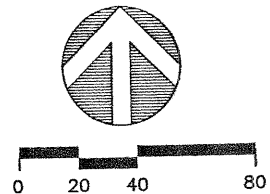
**DAVID EVANS
AND ASSOCIATES INC.**
415 - 118th Avenue SE
Bellevue Washington 98005-3518
Phone: 425.519.6500

SHEET 5 OF 6

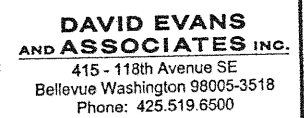
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PORTIONS OF THE SOUTHEAST 1/4 OF SECTION 23, THE SOUTHWEST 1/4 OF SECTION 24,
NORTHWEST 1/4 OF SECTION 25 AND THE NORTHEAST 1/4 OF SECTION 26, ALL IN TOWNSHIP 24N., RANGE 6E., W.M.,
CITY OF ISSAQUAH, KING COUNTY, WASHINGTON



SET 1/2 INCH REBAR AND PLASTIC
CAP "DEA" 26252 AT ALL LOT
AND TRACT CORNERS



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 WETLAND AREA