

THE WOODS AT ISSAQUAH DIVISION V-B

N.E.¼, S.W.¼, SECTION 28, TOWNSHIP 24 NORTH, RANGE 6 E., W.M.
CITY OF ISSAQUAH
KING COUNTY, WASHINGTON

EASEMENT PROVISIONS

1. An easement is hereby reserved for and granted to Washington Natural Gas Company, U.S. West Communications and a Cable T.V. Company, and their respective successors and assigns under and upon the exterior 7 feet (10 feet Puget Power and Light Company) of front and rear boundary lines of all lots, in which to install, lay, construct, renew, operate and maintain underground pipe conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric, telephone and utility service, together with the right to enter upon the lots at all times for the purposes stated, also hereby granted is the right to use the streets for the same purposes.
2. An easement is hereby reserved for and granted to the City of Issaquah under and upon all public and private Streets, Avenues and Places which are herein dedicated and upon the easements shown on the plat and described herein for "utilities", "WATER LINES" and "storm drainage". The City of Issaquah shall have the right to construct, maintain, replace, repair and operate WATER LINES AND STORM DRAINAGE LINES within and together with the right to enter upon, said easements at all times for the purposes stated. Structures shall not be constructed upon any area reserved for SAID EASEMENTS. The surface of said easement may be used by the property owner if such use does not interfere with the installation or maintenance of the UTILITY.
3. Dedication of Native Growth Protection Easement (NGPE) conveys to the public a beneficial interest in the land within the easement. The interest includes the preservation of native vegetation for all purposes that benefit public health, safety and welfare, including control of surface water and erosion, maintenance of slope stability, visual and aural buffering, and protection of land and animal habitat. The NGPE imposes upon all present and future owners and occupiers of the land subject to the easement the obligation, enforceable on behalf of the public by the City of Issaquah, to leave undisturbed all trees and other vegetation within the easement. The vegetation within the easement may not be cut, pruned, covered by fill, removed or damaged without the express permission from the City of Issaquah. Any such activity in NGPE areas shall require City approval prior to undertaking such work.
4. Before beginning and during the course of any grading, building construction or other development activity on a lot subject to the NGPE, the common boundary between the easement and the area of development activity must be fenced or otherwise marked to the satisfaction of the City of Issaquah.
5. *Maintenance of the storm drainage detention facility shall be the responsibility of the City of Issaquah.*
6. *Utility Easement Restrictions: Structures, fill or obstructions (including but not limited to decks, patios, outbuildings, overhangs, or substantial landscaping shall not be permitted within utility easements. Additionally, grading and construction of fencing shall not be allowed within the Utility easements unless otherwise approved by the City of Issaquah.*
7. A 15 foot "buffering easement" shall be established along the southerly 15 feet of Lots 18-23 through 34-37. Only those trees considered diseased or dangerous or impacted by utility or drainage facilities shall be removed.

NOTES AND RESTRICTIONS

1. This plot is subject to the "Declaration of Covenants, Conditions and Restrictions Applicable to The Woods at Issaquah V-F recorded under King County recording No. 9404071777 as they may be amended from time to time, and to the "Conditions of Approval for Morgan's Ridge on file at the City of Issaquah
2. No lot or portion of a lot in this plot shall be divided and sold or resold or ownership changed or transferred whereby the ownership of any portion of this plot shall be less than the area required for the use district in which located.
3. All monuments delineated as found were field visited as stated.
4. This survey was performed by field traverse using a 6 second theodolite and electronic distance meter and exceeds the minimum required field traverse precision as established under W.A.C. 332-130-090.
5. All individual stub-outs shall be privately owned and maintained by lot homeowner.
6. The fronts of all lots are subject to a slope easement for cuts and fills to the benefit of the City of Issaquah for the original and reasonable grading of streets associated with this plat.
7. Building Setbacks: All lots shall have the following minimum setbacks:

Front Yard:	20 feet
Side Yard:	6 feet
Rear Yard:	25 feet
8. Any specific setbacks shall be so noted on the specific lots and addressed by a Geotechnical report.
9. Building setbacks shall be 25 feet from the top of the 40% bank as shown on the plat map for lots 1-4, 6-9 and 16-18. These setbacks may be adjusted on a case by case basis with the approval of a Geotechnical Engineer and with the concurrence of the City of Issaquah. *The setback for lots 10 & 15 shall be 35 feet unless adjusted per the above Geotechnical Engineer & THE CITY.*
10. All permits required for any activity within a sensitive area as defined by the City of Issaquah Critical Areas Ordinance shall be processed and governed by Critical Areas Ordinance.
11. No structures may intrude into any buffer easement or Native Growth Protection Easement.
12. The City of Issaquah shall have the right to enter all utility easements and Native Growth Protection Easement for the purposes of inspection, maintenance and repair.
13. Each home in this plat shall be constructed with fire retardant roofing materials and shall be constructed with a fire sprinkler system in accordance with NFPA 13-D and as approved by the ISSAQUAH Fire Department.
14. Each lot owner abutting a Native Growth Protection Easement SHALL, at the time of issuance of a building permit, be required to post the N.G.P.E. with a protection sign as specified by the City of Issaquah.

