

SUBDIVISION NO. 3038128-LU

GRANTOR: EBM RE VIII, LLC.
14231 LAKE ROAD, SUITE 300
LYNNWOOD, WA 98087

CONTACT PERSON:
KELSEY ELLIOTT
206.297.0996
KELSEYE@CHADWICKWINTERS.COM

GRANTEE: CITY OF SEATTLE
KING CO., WA.

ABBREVIATED LEGAL: N. 8 FT. OF LOT 3 AND ALL OF LOT 4, BLOCK 16, SUPP. PLAT OF EDES AND KNIGHTS ADD'N, VOL. 2 OF PLATS, PAGE 194,

PROPERTY ADDRESS: 1118 & 1122 13TH AVE.

ASSESSOR'S PARCEL #: 2254501220 & 2254501235

ZONING CLASSIFICATION: ALL PARCELS BEING SUBDIVIDED AS SHOWN HEREON ARE ZONED LR3 (M)

REFERENCE NO.'S FOR RELATED PROJECTS: 3036955-LU
6796682-CN

UNIT LOT SUBDIVISION NOTE

THIS SUBDIVISION HAS UNIT LOT BOUNDARIES THAT ARE BASED ON THE LOCATION OF THE RESIDENTIAL DEVELOPMENT AS PROPOSED ON THE PERMIT APPLICATION NUMBERS REFERENCED ON THIS SHEET, FILED AT THE CITY OF SEATTLE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS. THIS DEVELOPMENT MAY INCLUDE STRUCTURES THAT CROSS UNIT LOT LINES AND MAY HAVE OTHER DEVELOPMENT ASPECTS OF COMMON INTEREST TO UNIT OWNERS.

SEATTLE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS PERMIT APPLICATION NOS. 6796682-CN

SEATTLE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS MASTER USE PERMIT NO. 3036955-LU

KING COUNTY DEPARTMENT OF RECORDS AND ELECTIONS

FILED FOR RECORD AT THE REQUEST OF THE DIRECTOR OF TRANSPORTATION THIS _____ DAY OF _____, 2022, AT _____ MINUTES PAST _____, AND RECORDED IN VOLUME _____ OF PLATS, PAGE _____, RECORDS OF KING COUNTY, WASHINGTON.

MANAGER

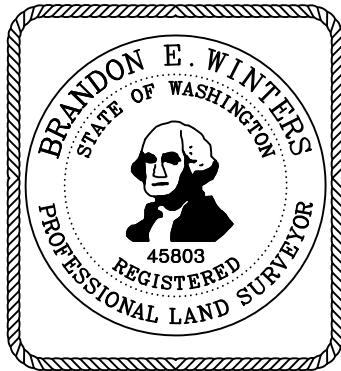
SUPERINTENDENT OF RECORDS

SURVEYOR'S CERTIFICATION

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF EBM RE VIII, LLC. ON JANUARY 5, 2021.

I HEREBY CERTIFY THAT THIS MAP FOR 13TH AVE. TOWNHOMES IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

DATE: _____
BRANDON E. WINTERS, PLS
LICENSE NO. 45803
CHADWICK & WINTERS LAND SURVEY, INC.
1422 N.W. 85TH ST., SEATTLE, WA 98117



DATE: _____

13TH AVE.
TOWNHOMES

SHEET INDEX

- SHEET 1: APPROVALS / CERTIFICATES
- SHEET 2: SIGNATURES / LEGAL DESCRIPTION
- SHEET 3: BLOCK & BOUNDARY DETAIL
- SHEET 4: EXISTING SITE CONDITIONS
- SHEET 5: LANDSCAPE PLAN DETAIL
- SHEET 6: PROPOSED PLAT DETAIL
- SHEET 7: ACCESS EASEMENT DETAIL
- SHEET 8: UTILITY & EMERGENCY ACCESS DETAIL
- SHEET 9: BUILDING DIMENSION DETAIL
- SHEET 10: AMENITY AREA DETAIL
- SHEET 11: EASEMENT LEGAL DESCRIPTIONS
- SHEET 12: EASEMENT AGREEMENTS



VICINITY MAP
(NOT TO SCALE)

APPROVALS:

CITY OF SEATTLE, DEPARTMENT OF TRANSPORTATION
EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____ 2022

DIRECTOR OF TRANSPORTATION

SEATTLE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS
EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____ 2022

DIRECTOR

SEATTLE PUBLIC UTILITIES
EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____ 2022

DIRECTOR OF SEATTLE PUBLIC UTILITIES

CITY OF SEATTLE, CITY LIGHT DEPARTMENT
EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____ 2022

GENERAL MANAGER AND CHIEF EXECUTIVE OFFICER

CITY OF SEATTLE, CITY CLERK
I HEREBY CERTIFY THAT THE PLAT OF 13TH AVE. TOWNHOMES WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE NO. _____, APPROVED THE _____ DAY OF _____, 2022

CITY CLERK

CITY OF SEATTLE, DEPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES
I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT ASSESSMENTS, AND ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS OR ALLEY, OR FOR OTHER PUBLIC USE, ARE PAID IN FULL.

ON THIS _____ DAY OF _____ 2022

DIRECTOR, EPARTMENT OF FINANCE AND ADMINISTRATIVE SERVICES

KING COUNTY, DEPARTMENT OF ASSESSMENTS
EXAMINED AND APPROVED BY ME ON THIS _____ DAY OF _____ 2022

KING COUNTY ASSESSOR

DEPUTY, KING COUNTY ASSESSOR

KING COUNTY, COMPTROLLER
I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION, AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED DEDICATED STREETS, ALLEYS, OR FOR OTHER PUBLIC USE, ARE PAID IN FULL.

ON THIS _____ DAY OF _____ 2022

OFFICE OF THE COMPTROLLER, TREASURY DIVISION

MANAGER, FINANCE DIVISION

DEPUTY

CHADWICK
WINTERS
LAND SURVEYING AND MAPPING
1422 N.W. 85TH ST., SEATTLE, WA 98117
PHONE: 206.297.0996
FAX: 206.297.0997
WEB: WWW.CHADWICKWINTERS.COM

SURVEY IN:
SE 1/4, NE 1/4, SEC. 32, T. 25 N., R. 4 E., W.M.
KING COUNTY, WASHINGTON

20-6785X.DWG		
DRAWN BY: SAL	DATE: 12-21-21	PROJECT #: 20-6785
CHK. BY: RHW	SCALE: N/A	SHEET: 1 OF 12

13TH AVE. TOWNHOMES

SUBDIVISION NO. 3038128-LU

NOTES:

1. THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE USING A 10 SECOND "TOTAL STATION" THEODOLITE SUPPLEMENTED WITH A 100 FT. STEEL TAPE. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC CHAPTER 332-130-090.
2. BASIS OF BEARINGS = S 01°22'19" W BETWEEN THE TWO FOUND MONUMENTS IN THE CENTERLINE OF 13TH AVENUE AS SHOWN HEREON.
3. ALL ELEVATIONS DISPLAYED HEREON ARE BASED UPON NAVD'88 VERTICAL DATUM.
4. PER SMC 23.22.062 THE UNIT LOTS SHOWN ON THIS SITE ARE NOT SEPARATE BUILDABLE LOTS. ADDITIONAL DEVELOPMENT ON ANY INDIVIDUAL UNIT LOT IN THIS SUBDIVISION MAY BE LIMITED AS A RESULT OF THE APPLICATION OF DEVELOPMENT STANDARDS TO THE PARENT LOT PURSUANT TO APPLICABLE PROVISIONS OF THE SEATTLE LAND USE CODE.
5. ALL EXISTING STRUCTURES AS SHOWN ON SHEET 4 ARE TO BE LEGALLY REMOVED.
6. SEPA FOR THIS SITE WAS ACCOMPLISHED UNDER MUP NO. 3036955-LU.
7. SUBSEQUENT PLATTING ACTIONS, ADDITIONS OR MODIFICATIONS TO THE STRUCTURE(S) MAY NOT CREATE OR INCREASE ANY NONCONFORMITY OF THE PARENT LOT.
8. HORIZONTAL DATUM = NAD 83/11 (EPOCH 2010) AS PER DIRECT OBSERVATIONS USING GPS EQUIPMENT ON NOVEMBER 13, 2020. (DATE OF SITE SURVEY)
9. THE SUBDIVISION OF THE PROPERTY WILL NOT REDUCE THE REQUIREMENTS OF THE CITY OF SEATTLE STORMWATER CODE AND THE CITY OF SEATTLE SIDE SEWER CODE. FOR THE PURPOSES OF ENSURING COMPLIANCE WITH THE INTENT OF THE CITY OF SEATTLE STORMWATER CODE AND THE CITY OF SEATTLE SIDE SEWER CODE, THE PROPOSED PARCELS WITHIN THIS SUBDIVISION WILL MEET THE STANDARDS REQUIRED BY THE HIGHER AREA THRESHOLD OF THE ENTIRE PROPERTY BEING SUBDIVIDED, RATHER THAN THE STANDARDS REQUIRED FOR EACH OF THE PROPOSED PARCELS INDIVIDUALLY.

PARENT LOT (8,704 SQ. FT.)

THE NORTH 8 FEET OF LOT 3 AND ALL OF LOT 4, BLOCK 16, SUPPLEMENTARY PLAT OF EDES AND KNIGHTS ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 194, RECORDS OF KING COUNTY, WA.

DEDICATION & DECLARATION:

THE UNDERSIGNED OWNER OF THE INTEREST DESCRIBED HEREIN HEREBY DECLARES THIS MAP AND DEDICATES THE SAME FOR A COMMON INTEREST COMMUNITY NAMED 13TH AVE. TOWNHOMES, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR 13TH AVE. TOWNHOMES RECORDED UNDER KING COUNTY WASHINGTON RECORDING NO. _____.

KNOW ALL MEN BY THESE PRESENTS, THAT EBM RE VIII, LLC., THE OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT.

THE SEATTLE CITY LIGHT EASEMENT IS HEREBY DEDICATED AND GRANTED TO THE CITY OF SEATTLE UNDER, OVER AND UPON THOSE PORTIONS OF THE PLAT AND FOR THE PURPOSES DESCRIBED IN THE EASEMENT PROVISIONS ON SHEET 13 OF 13.

THIS SUBDIVISION OF LAND IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER(S).

IN WITNESS WHEREOF THE SAID LIMITED LIABILITY COMPANY, BY ITS MANAGING MEMBER HAS CAUSED ITS LIMITED LIABILITY COMPANY NAME TO BE HEREUNTO SUBSCRIBED AND AFFIXED THIS _____ DAY OF _____, 2022

EBM RE VIII, LLC.

BY: _____
MANAGING MEMBER

NOTARY:

STATE OF WASHINGTON)
COUNTY OF KING)
SS

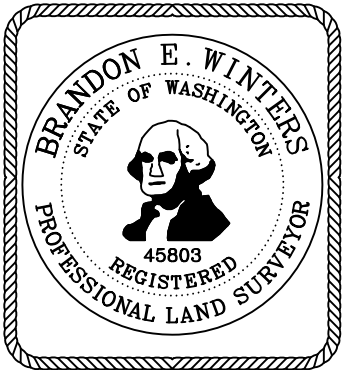
THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2022 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____, TO ME KNOWN TO BE A MEMBER OF EBM RE VIII, LLC. THAT EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID COMPANY, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

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

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT: _____

MY COMMISSION EXPIRES: _____



DATE: _____

CHADWICK
WINTERS
LAND SURVEYING AND MAPPING
1422 N.W. 85TH ST., SEATTLE, WA 98117
PHONE: 206.297.0996
FAX: 206.297.0997
WEB: WWW.CHADWICKWINTERS.COM

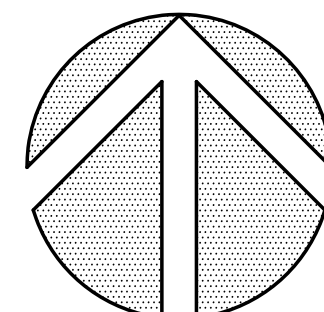
SURVEY IN:
SE 1/4, NE 1/4, SEC. 32, T. 25 N., R. 4 E., W.M.
KING COUNTY, WASHINGTON

20-6785X.DWG		
DRAWN BY: SAL	DATE: 12-21-21	PROJECT #: 20-6785
CHK. BY: RHW	SCALE: N/A	SHEET: 2 OF 12

13TH AVE. TOWNHOMES

SUBDIVISION NO. 3038128-LU

E. UNION ST.

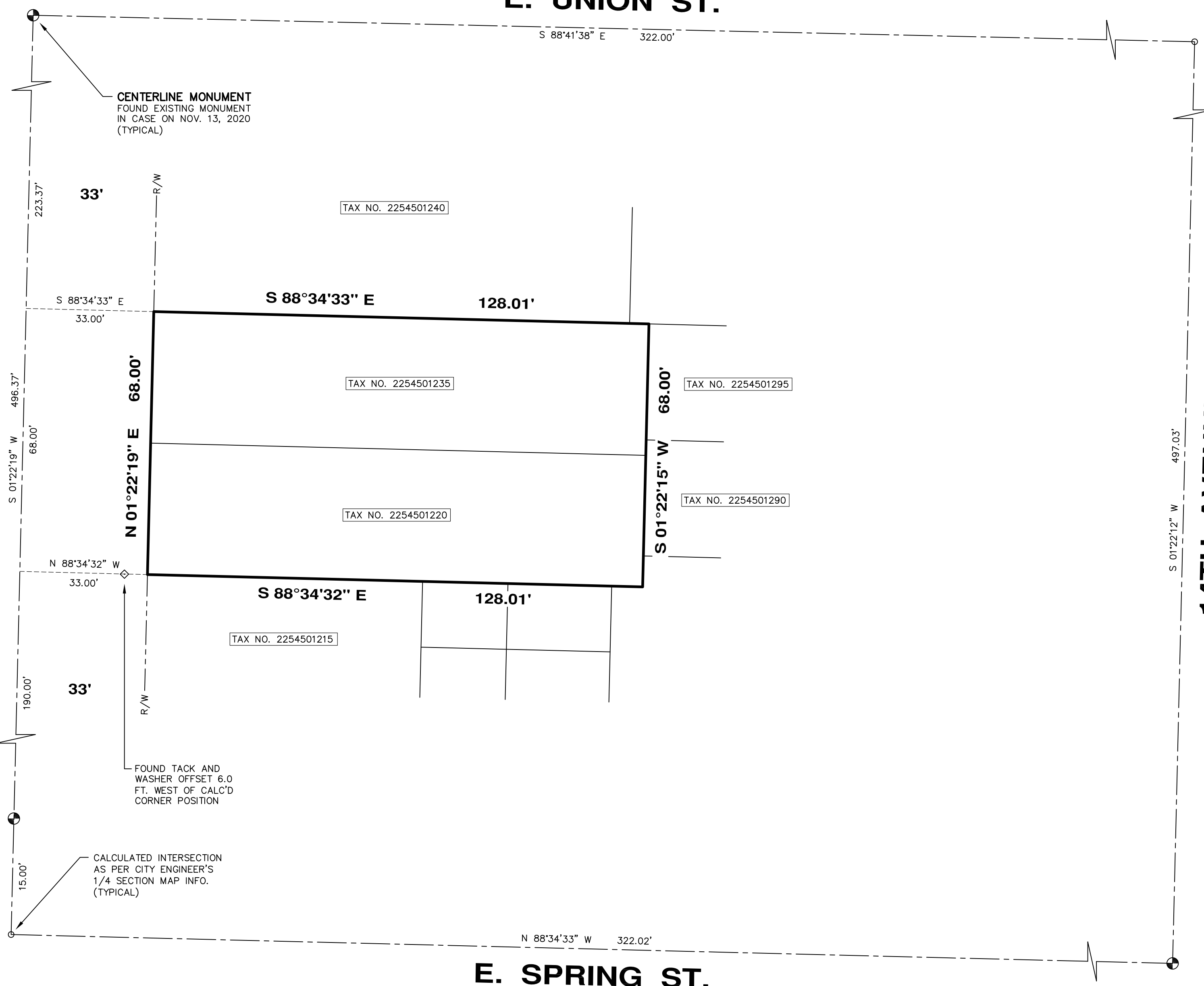


NORTH

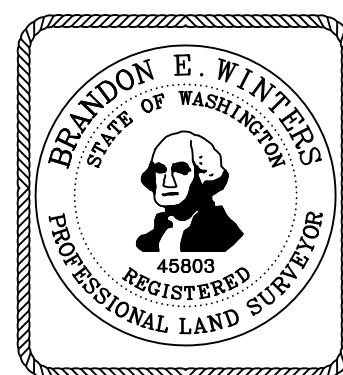
SCALE: 1" = 20'
0 10 20 40

13TH AVENUE

14TH AVENUE



BLOCK & BOUNDARY DETAIL



DATE: _____

**CHADWICK
WINTERS**

LAND SURVEYING AND MAPPING

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FAX: 206.297.0997

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KING COUNTY, WASHINGTON**

20-6785X.DWG

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DATE: 12-21-21

PROJECT #: 20-6785

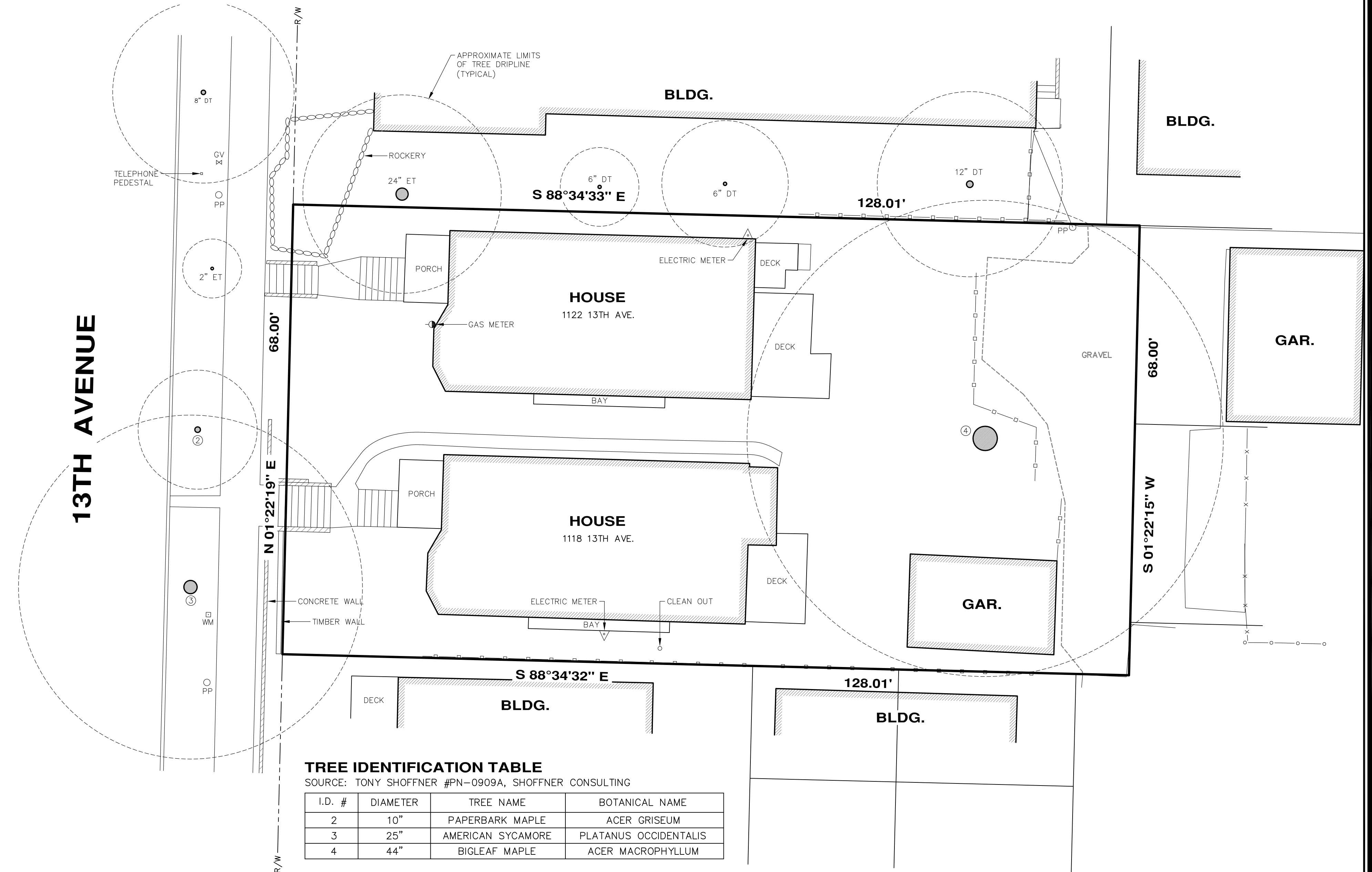
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SCALE: 1" = 20'

SHEET: 3 OF 12

13TH AVE. TOWNHOMES

SUBDIVISION NO. 3038128-LU

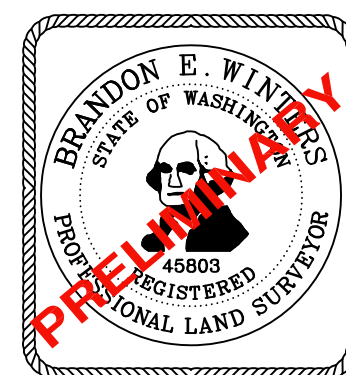


TREE IDENTIFICATION TABLE

SOURCE: TONY SHOFFNER #PN-0909A, SHOFFNER CONSULTING

I.D. #	DIAMETER	TREE NAME	BOTANICAL NAME
2	10"	PAPERBARK MAPLE	ACER GRISEUM
3	25"	AMERICAN SYCAMORE	PLATANUS OCCIDENTALIS
4	44"	BIGLEAF MAPLE	ACER MACROPHYLLUM

EXISTING SITE CONDITIONS DETAIL



DATE: _____

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**SE 1/4, NE 1/4, SEC. 32, T. 25 N., R. 4 E., W.M.
KING COUNTY, WASHINGTON**

20-6785Y.DWG

DRAWN BY: SAL

DATE: 12-21-21

PROJECT #: 20-6785

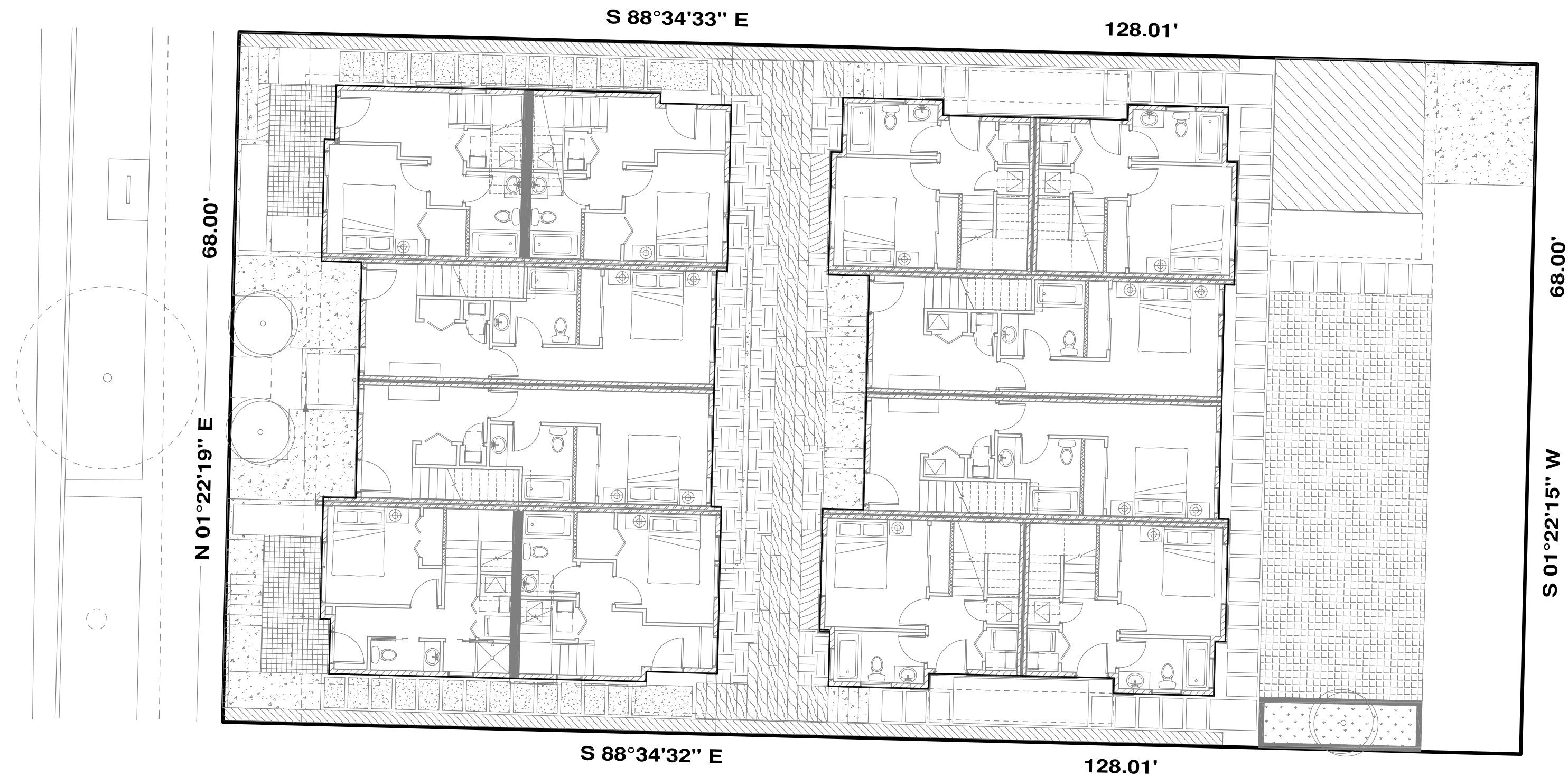
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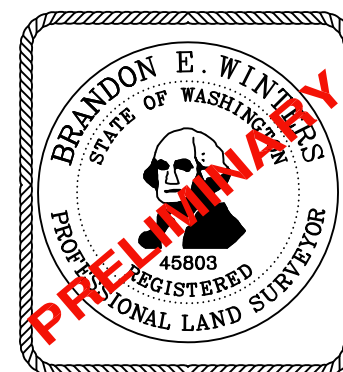
SHEET: 4 OF 12

13TH AVE. TOWNHOMES

SUBDIVISION NO. 3038128-LU



LANDSCAPE PLAN DETAIL



DATE: _____

**CHADWICK
WINTERS**

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KING COUNTY, WASHINGTON**

20-6785Y.DWG

DRAWN BY: SAL

DATE: 12-21-21

PROJECT #: 20-6785

CHK. BY: RHW

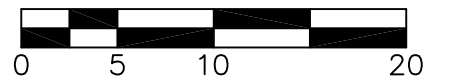
SCALE: 1" = 10'

SHEET: 5 OF 12

SUBDIVISION NO. 3038128-LU



SCALE: 1"=10'



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KING COUNTY, WASHINGTON***

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DRAWN BY: SAL

DATE: 12-21-21

PROJECT #: 20-6785

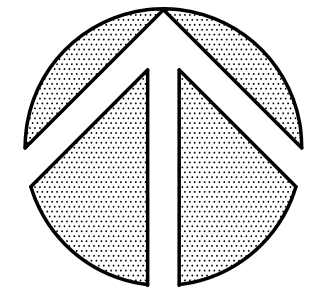
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SCALE: 1" = 10'

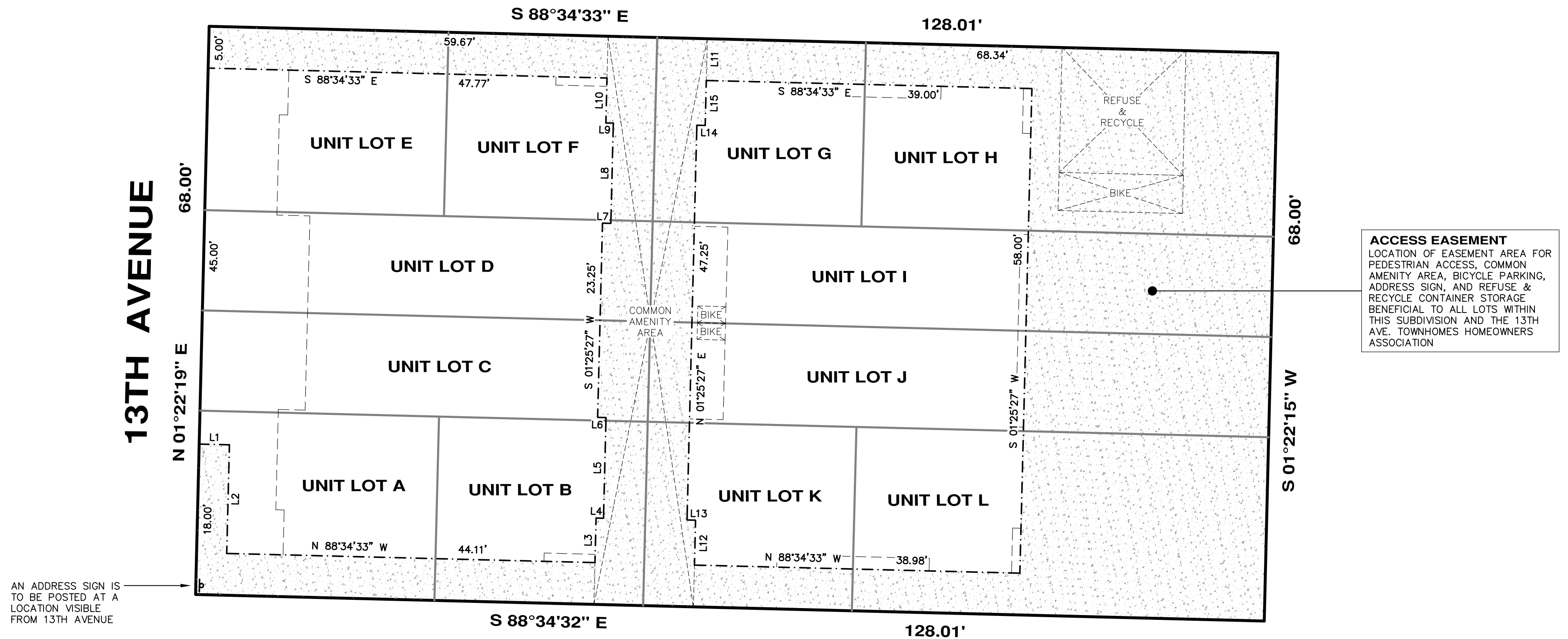
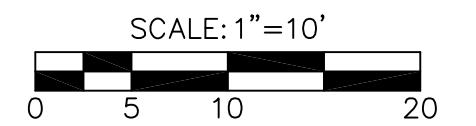
SHEET: 6 OF 12

13TH AVE. TOWNHOMES

SUBDIVISION NO. 3038128-LU



NORTH



ACCESS EASEMENT DETAIL

LINE TABLE

LINE	BEARING	LENGTH
L1	N 88°34'33" W	3.62'
L2	N 01°25'27" E	13.00'
L3	S 01°25'27" W	5.33'
L4	N 88°34'33" W	0.89'
L5	S 01°25'27" W	12.04'
L6	S 88°34'33" E	1.00'
L7	N 88°34'33" W	1.00'
L8	S 01°25'27" W	12.00'
L9	S 88°34'33" E	0.89'
L10	S 01°25'27" W	5.38'
L11	N 01°25'27" E	5.00'
L12	N 01°25'27" E	5.33'
L13	N 88°34'33" W	1.00'
L14	S 88°34'33" E	1.00'
L15	N 01°25'27" E	5.37'



DATE: _____

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KING COUNTY, WASHINGTON

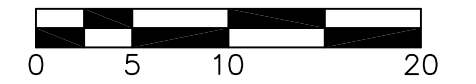
20-6785Y.DWG

DRAWN BY: SAL	DATE: 12-21-21	PROJECT #: 20-6785
CHK. BY: RHW	SCALE: 1" = 10'	SHEET: 7 OF 12

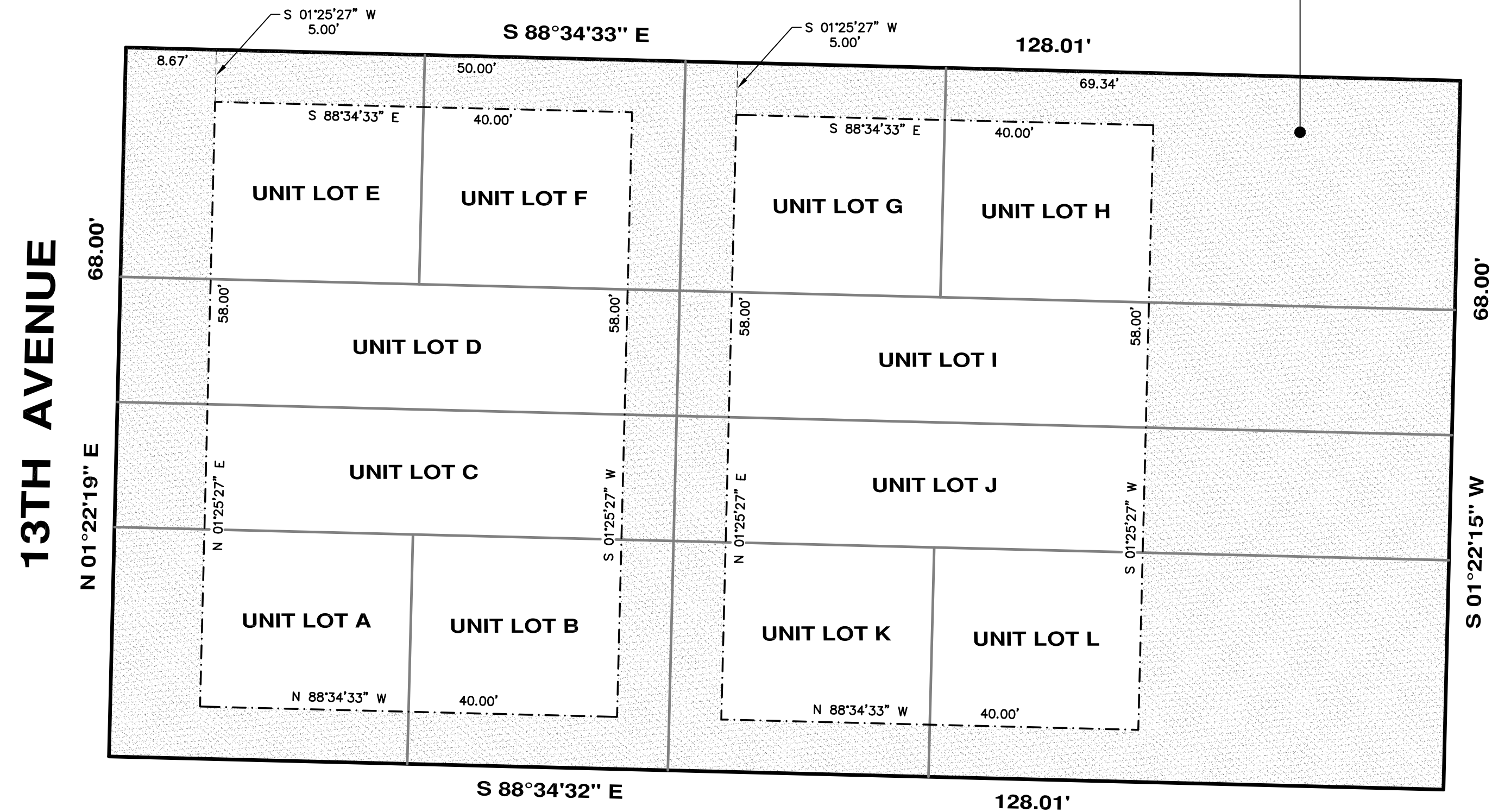
SUBDIVISION NO. 3038128-LU



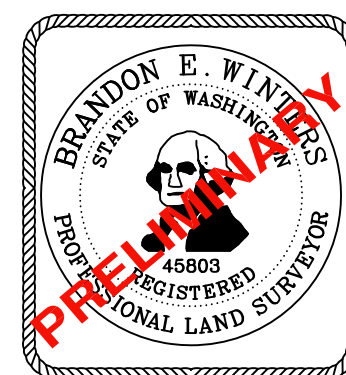
SCALE: 1"=10'



UTILITY & EMERGENCY ACCESS EASEMENT
LOCATION OF EASEMENT AREA FOR UTILITIES AND FOR
EMERGENCY ACCESS FOR SEATTLE FIRE DEPARTMENT
BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AND
THE 13TH AVE. TOWNHOMES HOMEOWNERS ASSOCIATION



UTILITY & EMERGENCY ACCESS EASEMENT DETAIL



DATE: _____

CHADWICK
WINTERS

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KING COUNTY, WASHINGTON**

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DRAWN BY: SAL

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PROJECT #: 20-6785

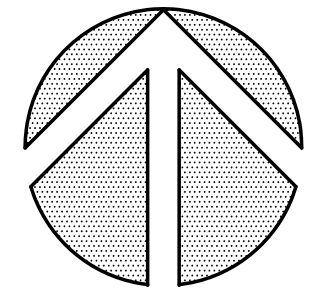
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SCALE: 1" = 10'

SHEET: 8 OF 12

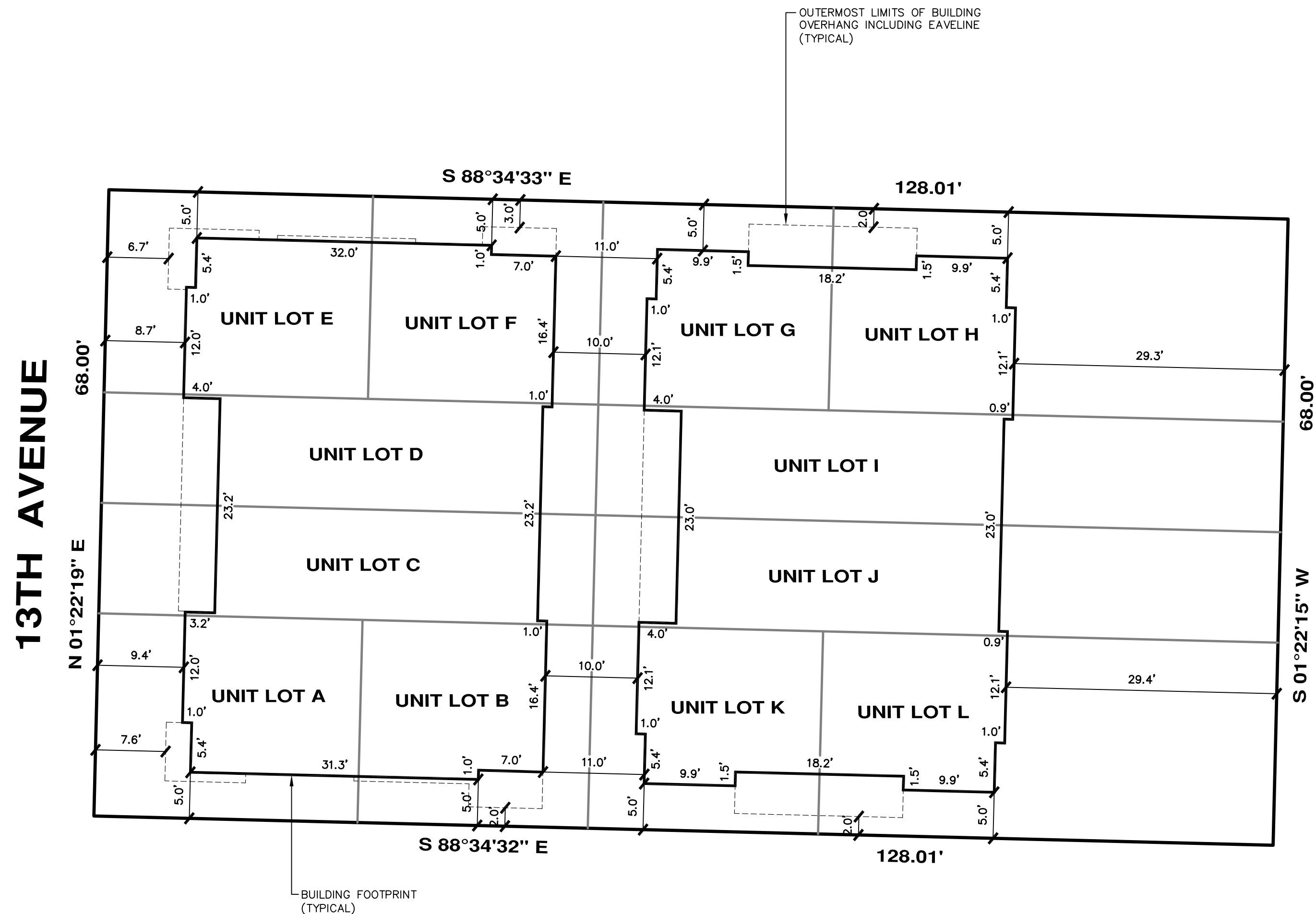
13TH AVE. TOWNHOMES

SUBDIVISION NO. 3038128-LU



NORTH

SCALE: 1"=10'
0 5 10 20

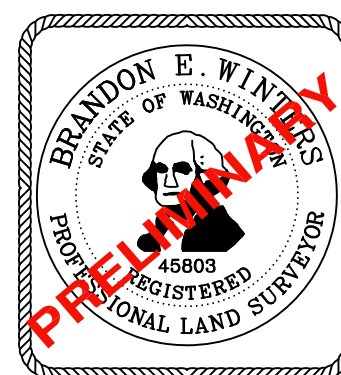


BUILDING DIMENSION DETAIL

(SEE "BUILDING NOTE")

BUILDING NOTE:

ALL BUILDING DIMENSIONS, FOOTPRINTS AND BUILDING OFFSET DISTANCES SHOWN HEREON ARE FROM INFORMATION SHOWN ON THE ARCHITECTURAL PLANS PREPARED BY CONE ARCHITECTURE. WE PROVIDE NO CERTIFICATION THAT THESE FOOTPRINTS, DIMENSIONS, OR OFFSETS ARE AS CONSTRUCTED.



DATE: _____

**CHADWICK
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KING COUNTY, WASHINGTON***

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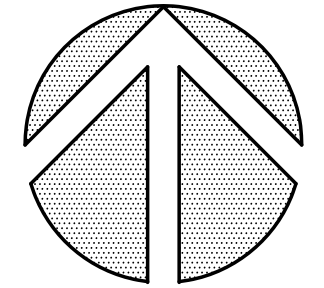
CHK. BY: RHW

SCALE: 1" = 10'

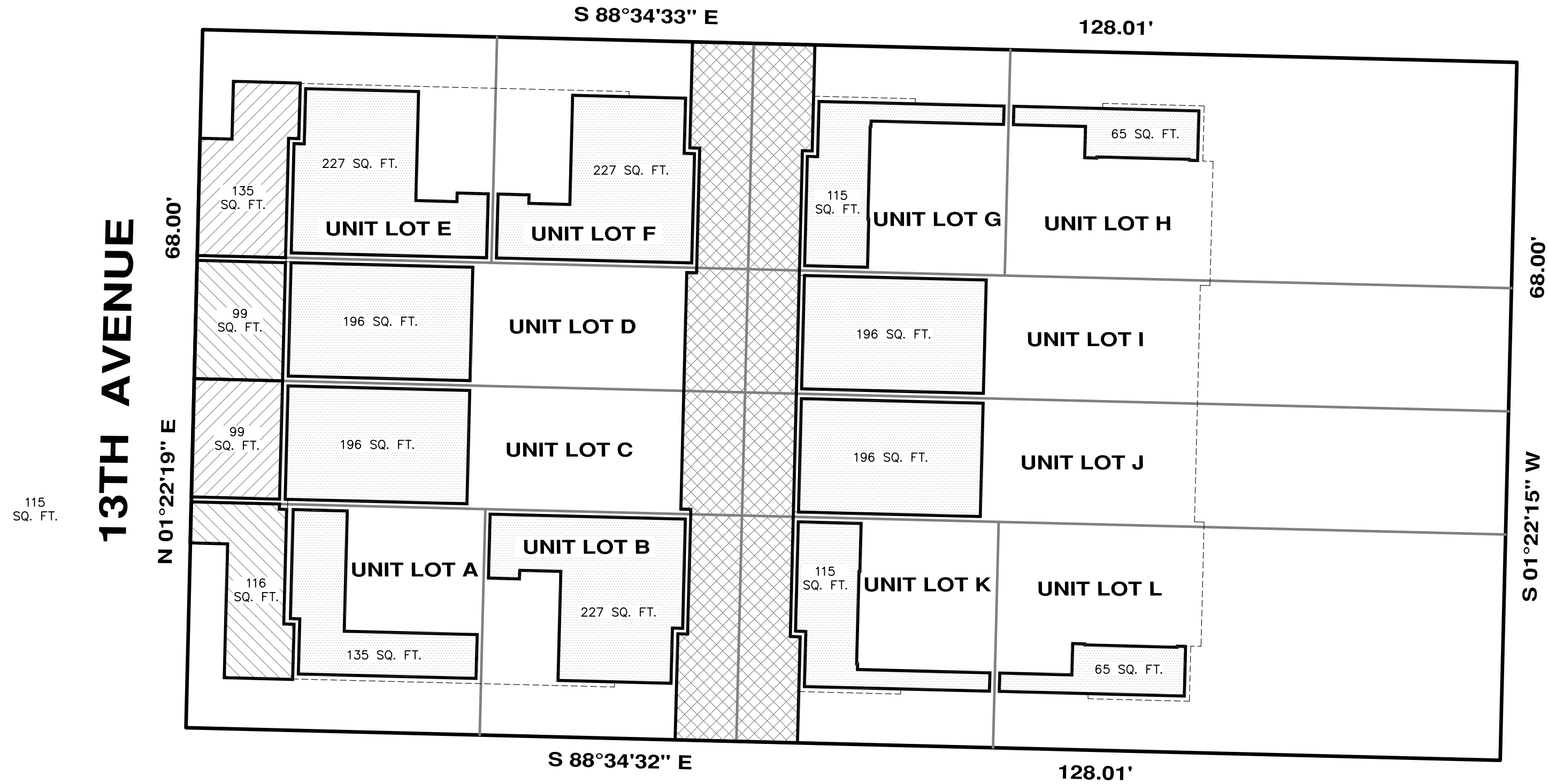
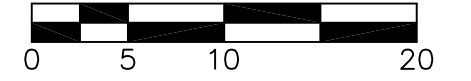
SHEET: 9 OF 12

13TH AVE. TOWNHOMES

SUBDIVISION NO. 3038128-LU



SCALE: 1"=10'



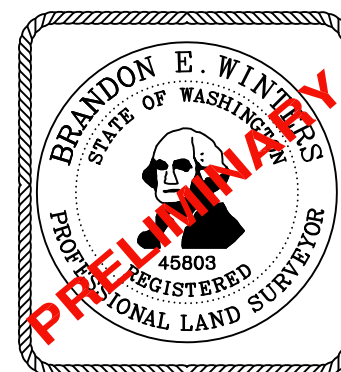
AMENITY AREA DETAIL

(SEE "AMENITY AREA NOTE")

AMENITY AREA NOTE:

THE LOCATION AND AREA OF AMENITY AREAS AS SHOWN HEREON ARE AS PER ARCHITECTURAL PLANS PREPARED BY CONE ARCHITECTURE.

- = GROUND LEVEL PRIVATE AMENITY AREA
- = DECK LEVEL PRIVATE AMENITY AREA
- = GROUND LEVEL COMMON AMENITY AREA



DATE: _____

**CHADWICK
WINTERS**

LAND SURVEYING AND MAPPING

1422 N.W. 85TH ST., SEATTLE, WA 98117

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KING COUNTY, WASHINGTON**

20-6785Y.DWG

DRAWN BY: SAL

DATE: 12-21-21

PROJECT #: 20-6785

CHK. BY: RHW

SCALE: 1" = 10'

SHEET: 10 OF 12

13TH AVE. TOWNHOMES

SUBDIVISION NO. 3038128-LU

EASEMENT CONVEYANCE NOTE:

THE ACCESS EASEMENT AS LEGALLY DESCRIBED UPON THIS SHEET AND GRAPHICALLY DEPICTED ON SHEET 7 IS HEREBY GRANTED AND CONVEYED TO ALL OWNERS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS, AND ASSIGNS. THE 13TH AVE. TOWNHOMES HOMEOWNERS' ASSOCIATION, ITS HEIRS, SUCCESSORS, AND ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE EASEMENTS AND ALL APPURTENANCES THERETO LYING WITHIN SAID EASEMENTS.

THE UTILITY AND EMERGENCY ACCESS EASEMENT AS LEGALLY DESCRIBED UPON THIS SHEET AND GRAPHICALLY DEPICTED ON SHEET 8 IS HEREBY GRANTED AND CONVEYED TO ALL OWNERS WITHIN THIS SUBDIVISION, THEIR HEIRS, SUCCESSORS, AND ASSIGNS; TO ALL UTILITY PURVEYORS; AND TO THE CITY OF SEATTLE FIRE DEPARTMENT. THE 13TH AVE. TOWNHOMES HOMEOWNERS' ASSOCIATION, ITS HEIRS, SUCCESSORS, AND ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE UTILITY AND EMERGENCY ACCESS EASEMENT AND ALL APPURTENANCES THERETO LYING WITHIN SAID UTILITY AND EMERGENCY ACCESS EASEMENT.

ACCESS EASEMENT

AN EASEMENT FOR PEDESTRIAN ACCESS, COMMON AMENITY AREA, BICYCLE PARKING, ADDRESS SIGN, AND REFUSE & RECYCLE CONTAINER STORAGE BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AND THE 13TH AVE. TOWNHOMES HOMEOWNERS ASSOCIATION AS SHOWN UPON SHEET 7.

THAT PORTION OF LOTS 3 AND 4, BLOCK 16, SUPPLEMENTARY PLAT OF EDES AND KNIGHTS ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 194, RECORDS OF KING COUNTY, WA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.W. CORNER OF SAID LOT 4; THENCE S 88°34'33" E ALONG THE NORTH LINE OF SAID LOT FOR A DISTANCE OF 128.01 FT.; THENCE S 01°22'15" W, 68.00 FT.; THENCE N 88°34'32" W, 128.01 FT.; THENCE N 01°22'19" E, 18.00 FT.; THENCE S 88°34'33" E, 3.62 FT.; THENCE S 01°25'27" W, 13.00 FT.; THENCE S 88°34'33" E, 44.11 FT.; THENCE N 01°25'27" E, 5.33 FT.; THENCE S 88°34'33" E, 0.89 FT.; THENCE N 01°25'27" E, 12.04 FT.; THENCE N 88°34'33" W, 1.00 FT.; THENCE N 01°25'27" E, 23.25 FT.; THENCE S 88°34'33" E, 1.00 FT.; THENCE N 01°25'27" E, 12.00 FT.; THENCE N 88°34'33" W, 0.89 FT.; THENCE N 01°25'27" E, 5.38 FT.; THENCE N 88°34'33" W, 47.77 FT.; THENCE N 01°22'19" E, 5.00 FT. TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM THAT PORTION COMMENCING AT THE N.W. CORNER OF SAID LOT 4; THENCE S 88°34'33" E ALONG THE NORTH LINE OF SAID LOT FOR A DISTANCE OF 59.87 FT.; THENCE S 01°25'27" W, 5.00 FT. TO THE **POINT OF BEGINNING**; THENCE S 88°34'33" E, 39.00 FT.; THENCE S 01°25'27" W, 58.00 FT.; THENCE N 88°34'33" W, 38.98 FT.; THENCE N 01°25'27" E, 5.33 FT.; THENCE N 88°34'33" W, 1.00 FT.; THENCE S 88°34'33" E, 47.25 FT.; THENCE S 88°34'33" E, 1.00 FT.; THENCE N 01°25'27" E, 5.37 FT. TO THE **POINT OF BEGINNING**.

UTILITY & EMERGENCY ACCESS EASEMENT

AN EASEMENT FOR UTILITIES, INCLUDING BUT NOT LIMITED TO UNDERGROUND WATERLINE, POWER, GAS TELEPHONE, TELECABLE, SANITARY SEWER, STORM SEWER, FOR BUILDING REPAIR AND MAINTENANCE AND FOR EMERGENCY ACCESS BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AND THE 13TH AVE. TOWNHOMES HOMEOWNERS ASSOCIATION AS SHOWN UPON SHEET 8.

THE NORTH 8 FEET OF LOT 3 AND ALL OF LOT 4, BLOCK 16, SUPPLEMENTARY PLAT OF EDES AND KNIGHTS ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2 OF PLATS, PAGE 194, RECORDS OF KING COUNTY, WA.

EXCEPT THOSE PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.W. CORNER OF SAID LOT 4; THENCE S 88°34'33" E ALONG THE NORTH LINE OF SAID LOT FOR A DISTANCE OF 8.67 FT.; THENCE S 01°25'27" W, 5.00 FT. TO THE **POINT OF BEGINNING**; THENCE S 88°34'33" E, 40.00 FT.; THENCE S 01°25'27" W, 58.00 FT.; THENCE N 88°34'33" W, 40.00 FT.; THENCE N 01°25'27" E, 58.00 FT. TO THE **POINT OF BEGINNING**.

AND ALSO EXCEPT THAT PORTION COMMENCING AT THE N.W. CORNER OF SAID LOT 4; THENCE S 88°34'33" E ALONG THE NORTH LINE OF SAID LOT FOR A DISTANCE OF 58.67 FT.; THENCE S 01°25'27" W, 5.00 FT. TO THE **POINT OF BEGINNING**; THENCE S 88°34'33" E, 40.00 FT.; THENCE S 01°25'27" W, 58.00 FT.; THENCE N 88°34'33" W, 40.00 FT.; THENCE N 01°25'27" E, 58.00 FT. TO THE **POINT OF BEGINNING**.



DATE: _____

JOINT USE / MAINTENANCE AGREEMENT

WITNESSETH; THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN EXPRESSED, IT IS HEREBY AGREED BETWEEN ALL PARTIES HAVING OWNERSHIP INCLUSIVE TO THIS CITY OF SEATTLE SUBDIVISION THAT:

1ST – EACH OWNER IS RESPONSIBLE FOR THE MAINTENANCE REPAIR AND WELL–KEEPING OF THEIR INDIVIDUAL TOWNHOME. EACH OWNER SHALL KEEP THEIR TOWNHOME AND PROPERTY IN GOOD STATE OF REPAIR, AND WILL KEEP THE DRIVEWAY (PERMANENT EASEMENT FOR INGRESS, EGRESS, AND UTILITIES) CLEAR AT ALL TIMES. EASEMENTS HAVE BEEN CREATED AND ARE PART OF THIS SUBDIVISION FOR WALKING ACCESS, STREET ENTRY AND PARKING IN DESIGNATED AREAS. UNLESS OTHERWISE SPECIFIED HEREIN, ALL OWNERS HAVING LEGAL ACCESS FROM SAID EASEMENTS ARE TO SHARE EQUALLY IN THE MAINTENANCE AND REPAIR OF THE EASEMENT AREAS. LANDSCAPE MAINTENANCE IS THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNER(S), BUT IT IS EXPECTED THAT ALL USERS OF THE ACCESS EASEMENTS WILL DO SO WITH CARE AND RESPECT FOR THE APPEARANCES OF THE WALKWAYS AND DRIVEWAYS.

2ND – EACH ROOF SHALL BE CARED FOR AND MAINTAINED BY THE OWNER(S) OF THE PROPERTY UPON WHICH THE ROOF IS LOCATED. IN THE EVENT THAT PROPERTY OWNER(S) INTEND TO REPAIR OR REPLACE THEIR ROOF, IT IS HEREBY AGREED THAT THE MATERIALS WILL BE SIMILAR IN TYPE, QUALITY AND COLOR OF THE ORIGINAL ROOF, UNLESS MUTUALLY AGREED UPON. THE COST OF SUCH REPAIR IS THE SOLE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER(S) MAKING THE ROOF REPAIR OR REPLACEMENT. HOWEVER, IN THE EVENT OF A TOTAL ROOF REPLACEMENT FOR A BUILDING WITHIN THIS SUBDIVISION, THE COSTS WILL BE SHARED EQUITABLY IN BETWEEN THE PROPERTY OWNER(S) IN PROPORTION WITH EACH OWNER(S) AREA OF ROOF ON THAT BUILDING. SUCH A ROOF REPLACEMENT WILL BE REQUIRED EVERY 25 YEARS (OR AS WARRANTED BY THE ROOFING MATERIAL MANUFACTURER) UNLESS DELAYED BY MUTUAL AGREEMENT OF THE OWNER(S) OF THAT BUILDING

3RD – SHARED WALL, SIDING AND EXTERIOR TRIM SHALL BE CARED FOR AND MAINTAINED BY THE OWNER(S) OF THE PROPERTY UPON WHICH THE SHARED WALLS, SIDING AND EXTERIOR TRIM IS LOCATED. IN THE EVENT A PROPERTY OWNER INTENDS TO REPAIR OR REPLACE THEIR SHARED WALLS, SIDING AND EXTERIOR TRIM, IT IS HEREBY AGREED THAT THE MATERIALS WILL BE SIMILAR IN TYPE, QUALITY AND COLOR OF THE ORIGINAL WALLS, SIDING AND EXTERIOR TRIM, UNLESS MUTUALLY AGREED UPON. THE COST OF SUCH REPAIR OR REPLACEMENT IS THE SOLE RESPONSIBILITY OF THE OWNER(S) MAKING THE WALLS, SIDING AND EXTERIOR TRIM REPAIR OR REPLACEMENT. HOWEVER, IN THE EVENT OF A TOTAL WALL, SIDING AND/OR EXTERIOR TRIM REPLACEMENT FOR A BUILDING WITHIN THIS SUBDIVISION, COSTS WILL BE SHARED EQUITABLY BETWEEN THE PROPERTY OWNER(S) IN PROPORTION WITH EACH OWNER'S AREA OF WALLS, SIDING AND EXTERIOR TRIM ON THAT BUILDING.

4TH – COMMON SIDE SEWERS AND COMMON STORM DRAINAGE SYSTEMS SERVING THE UNIT LOTS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED EQUALLY BY THE OWNERS OF SAID LOTS.

5TH – THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND, AND SHALL BE BINDING UPON ALL AFOREMENTIONED PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.

COMMON WALL AGREEMENT

WITNESSETH; THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN EXPRESSED, IT IS HEREBY AGREED BETWEEN THE PARTIES THAT:

1ST – THE WALLS WHICH ARE ON THE LOT LINES SEPARATING THE INDIVIDUAL TOWNHOMES ARE HEREBY DECLARED TO BE A "COMMON WALL". THE TERM "COMMON WALL" INCLUDES EVERYTHING LOCATED WITHIN SUCH WALL (SUCH AS FRAMING, INSULATION, SOUNDPROOFING, PIPES, WIRES, JOISTS, JUNCTION BOXES, AND OTHER MATERIAL OR EQUIPMENT RELATED TO THE UTILITIES), AND BELOW THE WALL (SUCH AS THE SURFACE OF THE GROUND AND FOOTINGS LOCATED IN THE GROUND), AND ABOVE THE WALL (SUCH AS RAFTERS AND ROOF), AND ON THE SIDES OF THE WALL INCLUDING THE EXTERIOR SIDING.

2ND – IF THE "COMMON WALL" IS DAMAGED OR DESTROYED FROM ANY CAUSE WHICH IS NOT THE RESULT OF FAULT OR NEGLIGENCE OF EITHER OF THE OWNERS OR OTHER PERSONS USING THE ADJOINING HOUSES; OR IS THE RESULT OF THE JOINT OR CONCURRING FAULT OF EACH OWNER OR OTHER PERSONS OCCUPYING OR USING THEIR RESPECTIVE HOUSES, THEN EACH OWNER SHALL BE RESPONSIBLE FOR THE COST TO REPAIR THEIR PORTION OF THE WALL, EXCEPT FOR THOSE UTILITIES THAT ARE IN THE WALL AND COMMON TO BOTH HOUSES, THE REPAIR SHALL BE SHARED EQUALLY.

3RD – IF THE "COMMON WALL" IS DAMAGED OR DESTROYED FROM ANY CAUSE WHICH IS THE RESULT OF FAULT OR NEGLIGENCE OF EITHER OF THE OWNERS OR OTHER PERSONS USING THE ADJOINING HOUSES, THEN THAT RESPONSIBLE OWNER SHALL BEAR THE SOLE COST OF REPAIR OR RECONSTRUCTION.

4TH – WHEN NECESSARY TO REPAIR OR RECONSTRUCT THE "COMMON WALL", THE PARTIES TO THIS AGREEMENT SHALL HAVE THE RIGHT OF ENTRY FOR THAT PURPOSE.

5TH – THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.

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***SE 1/4, NE 1/4, SEC. 32, T. 25 N., R. 4 E., W.M.
KING COUNTY, WASHINGTON***

20-6785X.DWG

DRAWN BY: SAL

DATE: 12-21-21

PROJECT #: 20-6785

CHK. BY: RHW

SCALE: N/A

SHEET: 11 OF 12

13TH AVE. TOWNHOMES

SUBDIVISION NO. 3038128-LU

EASEMENT MAINTENANCE AGREEMENT

SAID EASEMENTS OF THIS SUBDIVISION TO BE EQUALLY MAINTAINED, REPAIRED, AND/OR REBUILT BY THE OWNERS OF THE PARCELS HAVING LEGAL ACCESS AND UTILITY SERVICE THEREFROM AND THEIR HEIRS, ASSIGNS AND SUCCESSORS.

INDIVIDUAL UTILITY SERVICE LINES, INCLUDING STORM AND SANITARY SIDE SEWER LINES, ARE THE SOLE RESPONSIBILITY OF THE OWNERS OF THE UNIT OR PARCEL THE INDIVIDUAL SERVICE LINE SERVES. UTILITY SERVICE LINES WHICH SERVICE MORE THAN ONE UNIT OR PARCEL SHALL BE EQUALLY MAINTAINED, REPAIRED, AND/OR REBUILT BY THE OWNERS OF THE UNITS OR PARCELS SERVICED.

THIS MAINTENANCE AGREEMENT COVERS NORMAL USAGE, WEAR AND TEAR, AND LIFE EXPECTANCY OF MATERIALS. ANY DAMAGE INCURRED BY AN INDIVIDUAL OWNER SHALL BE REPAIRED AND/OR RESTORED TO PRE DAMAGED CONDITION WITHIN 30 DAYS. THE OWNER WHICH INCURRED THE DAMAGE SHALL BE SOLELY RESPONSIBLE FOR THE COST OF REPAIR OR REPLACEMENT OF THE MATERIALS. IN NO EVENT SHALL ACCESS OR UTILITY SERVICE BE DENIED OTHER PROPERTY OWNERS OF SAID EASEMENTS FOR MORE THAN 24 HOURS

ELECTRICAL, TELEPHONE & CABLE T.V. EASEMENT AGREEMENT

WITNESSETH; THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN EXPRESSED, IT IS HEREBY AGREED BETWEEN THE OWNERS OF THE UNIT LOTS WITHIN THIS SUBDIVISION THAT:

1ST – AN EASEMENT FOR ELECTRICAL, TELEPHONE AND CABLE TELEVISION CONNECTION AND METER BOXES AS CONSTRUCTED SHALL BE GRANTED. CABLES SHALL RUN UNDERGROUND AND THROUGH THE BUILDINGS FROM THIS COMMON CONNECTION POINT TO EACH PARCEL OR UNIT LOT.

2ND – THERE SHALL BE A COMMON CONNECTION AND THE LINES SHALL BE AS CONSTRUCTED FOR THE USE AND BENEFIT OF ALL PROPERTIES.

3RD – THE COST OF MAINTENANCE, REPAIR OR RECONSTRUCTION OF THAT PORTION OF THE DISTRIBUTION SYSTEM USED IN COMMON SHALL BE BORNE IN EQUAL SHARES, EXCEPT WHEN SUCH REPAIRS OR RECONSTRUCTION ARE DUE TO DAMAGES FOR WHICH A SINGLE OWNER IS RESPONSIBLE, THEN THAT OWNER SHALL BE RESPONSIBLE FOR THE COST.

4TH – THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.

PRIVATE AMENITY AREA AGREEMENT

SOME OF THE UNIT LOTS AS SHOWN AND DESCRIBED HEREON, HAVE A PERMANENT, DEDICATED PRIVATE AMENITY AREA AS SHOWN ON THE FACE OF THE SUBDIVISION. THE PRIVATE AMENITY AREA IS FOR THE USE OF THE UNIT LOT IT IS ASSOCIATED WITH AND IS TO BE MAINTAINED BY THE OWNERS OF THE UNIT LOT. THE OWNERS OF THE UNIT LOTS OR THEIR GUESTS OR INVITEES SHALL NOT USE OR ENTER THE PRIVATE AMENITY AREA OF OTHER UNIT LOT OWNERS WITHOUT THE PERMISSION OF SAID UNIT LOT OWNERS.

THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.

COMMON AMENITY AREA AGREEMENT

THE UNIT LOTS AS SHOWN AND DESCRIBED HEREON, EQUALLY SHARE A PERMANENT, DEDICATED COMMON AMENITY AREA AS SHOWN ON THE FACE OF THE SUBDIVISION, THAT IS AVAILABLE FOR USE BY ALL OCCUPANTS OF THE DEVELOPMENT FOR ACTIVE OR PASSIVE RECREATIONAL USE. THE COMMON AMENITY AREA IS FOR THE GENERAL USE OF ALL UNIT LOTS AND IS TO BE MAINTAINED BY THE 357 DEGREES HOMEOWNERS ASSOCIATION.

THIS AGREEMENT SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON ALL PARTIES AND THEIR HEIRS AND ASSIGNS FOREVER.

ADDRESS SIGN MAINTENANCE AGREEMENT

THE 13TH AVE. TOWNHOMES HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE, AND/OR REPAIR TO ALL ADDRESS SIGNS WITHIN THIS SUBDIVISION.

13TH AVE. TOWNHOMES HOMEOWNERS ASSOCIATION NOTE

IN THE EVENT THAT THE 13TH AVE. TOWNHOMES HOMEOWNERS ASSOCIATION IS DISSOLVED OR CEASES TO BE A FUNCTIONING ENTITY, THE OWNERS OF LOTS 1 THROUGH 12, INCLUSIVE, SHALL SHARE EQUALLY IN THE MAINTENANCE OBLIGATIONS OF THE 13TH AVE. TOWNHOMES HOMEOWNERS ASSOCIATION.

SEATTLE CITY LIGHT EASEMENT

CITY OF SEATTLE LAND USE ACTION NO. 3038128–LU
EASEMENT (OVERHEAD AND UNDERGROUND)
KING COUNTY ASSESSOR’S TAX PARCEL NO. 2254501220 & 2254501235

THE OWNER OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS LAND USE ACTION ('GRANTOR') HEREBY GRANTS TO THE CITY OF SEATTLE ('GRANTEE') AND THE RIGHT, PRIVILEGE AND AUTHORITY (AN 'EASEMENT') TO INSTALL, CONSTRUCT, ERECT, RECONSTRUCT, ALTER, IMPROVE, REMOVE, REPAIR, REPLACE, ENERGIZE, OPERATE, AND MAINTAIN OVERHEAD AND UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES, WHICH MAY CONSIST OF, BUT ARE NOT LIMITED TO: POLES WITH BRACES, GUYWIRES AND ANCHORS, CROSS ARMS, TRANSFORMERS, DUCTS, VAULTS, MANHOLES, SWITCHES, CABINETS, CONTAINERS, CONDUITS, WIRES AND OTHER CONVENIENT APPURTENANCES NECESSARY TO MAKE SAID OVERHEAD AND UNDERGROUND DISTRIBUTION FACILITIES AN INTEGRATED ELECTRIC SYSTEM ('ELECTRIC SYSTEM'). ALL SUCH ELECTRIC SYSTEM SHALL BE LOCATED ACROSS, OVER, UPON AND UNDER THE REAL PROPERTY DESCRIBED WITHIN THIS LAND USE ACTION ('PROPERTY') SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT OVER THE ENTIRE AREA OF THIS CITY OF SEATTLE SUBDIVISION NO. 3038128–LU; EXCEPT ANY PORTION THEREOF OCCUPIED BY PROPOSED BUILDINGS SHOWN ON SAID SUBDIVISION.

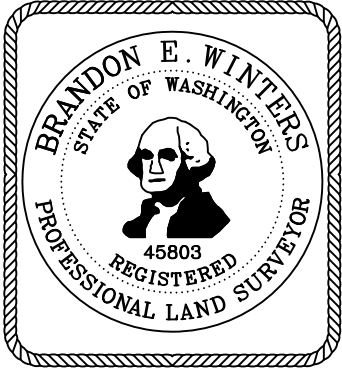
TOGETHER WITH GRANTEE’S AND ITS ASSIGNS’ UNRESTRICTED RIGHT OF ACCESS TO AND FROM THE PROPERTY FOR THE PURPOSES OF EXERCISING ITS RIGHTS GRANTED HEREIN.

TOGETHER WITH GRANTEE’S AND ITS ASSIGNS’ RIGHT TO CUT AND TRIM BRUSH, TREES OR OTHER PLANTS STANDING OR GROWING UPON THE PROPERTY WHICH, IN THE OPINION OF THE GRANTEE, INTERFERE WITH THE MAINTENANCE OR OPERATION OF, OR CONSTITUTE A MENACE OR DANGER TO, THE ELECTRIC SYSTEM.

GRANTOR, ITS SUCCESSORS AND ASSIGNS, COVENANTS AND AGREES THAT NO STRUCTURE OR FIRE HAZARDS WILL BE BUILT OR PERMITTED WITHIN THE EASEMENT AREA(S) DESCRIBED ABOVE; THAT NO DIGGING WILL BE DONE OR PERMITTED WITHIN THE PROPERTY WHICH WILL IN ANY MANNER DISTURB GRANTEE’S ELECTRIC SYSTEM OR ITS SOLIDITY OR UNEARTH ANY PORTION THEREOF; AND THAT NO BLASTING OR DISCHARGE OF ANY EXPLOSIVES WILL BE PERMITTED WITHIN FIFTY (50) FEET OF THE ELECTRIC SYSTEM.

THE CITY OF SEATTLE SHALL BE RESPONSIBLE, AS PROVIDED BY LAW, FOR ANY DAMAGE TO THE GRANTOR THROUGH ITS NEGLIGENCE IN THE CONSTRUCTION, MAINTENANCE AND OPERATION OF THE ELECTRIC SYSTEM.

THE RIGHTS, TITLE, PRIVILEGES AND AUTHORITY HEREBY GRANTED SHALL CONTINUE AND BE IN FORCE UNTIL THE GRANTEE PERMANENTLY REMOVES ITS ELECTRIC SYSTEM FROM THE PROPERTY OR PERMANENTLY ABANDONS THE ELECTRIC SYSTEM, AT WHICH TIME ALL SUCH RIGHTS, TITLE, PRIVILEGES AND AUTHORITY HEREBY GRANTED SHALL TERMINATE.



DATE: _____

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