

BALLARD CORNER TOWNHOUSES

SUBDIVISION NO. 3035509-LU

GRANTOR: MODERN HOMES, LLC.
2710 SOUTH 355TH PLACE
FEDERAL WAY, WA, 98003

CONTACT PERSON: IZABELLA HENRY
206.297.0996
IZABELLAH@CHADWICKWINTERS.COM

GRANTEE: CITY OF SEATTLE
KING CO., WA.

ABBREVIATED LEGAL: LOTS 8, 9 AND 10, BLOCK
113, GILMAN PARK ADD'N,
VOL. 3 OF PLATS, PAGE 40

PROPERTY ADDRESS: 901 N.W. 57TH ST. &
5609 9TH AVE. N.W.

ASSESSOR'S PARCEL #: 2768100045 & 2768100050

ZONING CLASSIFICATION: ALL PARCELS BEING SUBDIVIDED AS
SHOWN HEREON ARE ZONED LR2

REFERENCE NO.'S FOR RELATED PROJECTS:

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.
_____ & _____

SEATTLE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS MASTER USE PERMIT NO. _____

KING COUNTY DEPARTMENT OF RECORDS AND ELECTIONS

FILED FOR RECORD AT THE REQUEST OF THE DIRECTOR OF TRANSPORTATION THIS
_____ DAY OF _____, 2021, 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 MODERN HOMES, LLC., ON 10-09-20. I HEREBY CERTIFY THAT THIS MAP FOR CITY OF SEATTLE SUBDIVISION NO. 3035509-LU 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.

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

DATE: _____

RECORDING CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 2021
AT _____ M. IN VOLUME _____ OF PLATS,
PAGE _____ AT THE REQUEST OF CHADWICK & WINTERS.

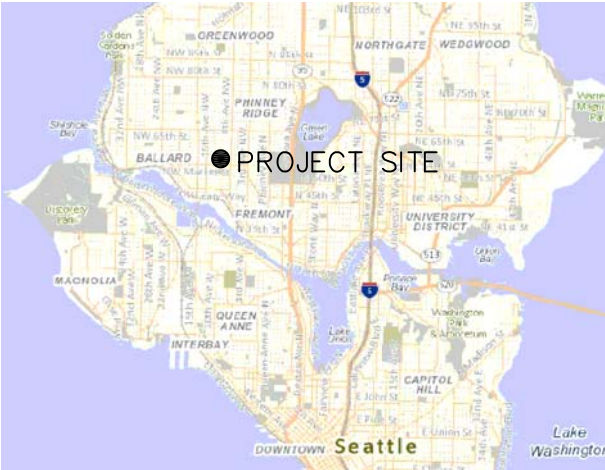
DEPARTMENT OF RECORDS & ELECTIONS

MANAGER

SUPT. OF RECORDS

SHEET INDEX

SHEET 1: APPROVALS / CERTIFICATES
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SHEET 6: ACCESS EASEMENT DETAIL
SHEET 7: UTILITY & EMERGENCY ACCESS DETAIL
SHEET 8: BUILDING DIMENSION DETAIL
SHEET 9: AMENITY AREA DETAIL
SHEET 10: EASEMENT LEGAL DESCRIPTIONS
SHEET 11: EASEMENT AGREEMENTS
SHEET 12: SEATTLE CITY LIGHT EASEMENT



VICINITY MAP
(NOT TO SCALE)

APPROVALS:

CITY OF SEATTLE, DEPARTMENT OF TRANSPORTATION
EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____ 2021

DIRECTOR OF TRANSPORTATION

EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____ 2021

TRAFFIC ENGINEER

SEATTLE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS
EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____ 2021

DIRECTOR OF THE DEPARTMENT OF CONSTRUCTION AND INSPECTIONS

CITY OF SEATTLE, CITY LIGHT DEPARTMENT
EXAMINED AND APPROVED BY ME THIS _____ DAY OF _____ 2021

GENERAL MANAGER AND CHIEF EXECUTIVE OFFICER

CITY OF SEATTLE, CITY CLERK
I HEREBY CERTIFY THAT THE PLAT OF BALLARD CORNER TOWNHOUSES WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE NO. _____, APPROVED THE _____ DAY OF _____, 2021

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 _____ 2021

DIRECTOR, DEPARTMENT OF EXECUTIVE ADMINISTRATION

KING COUNTY, DEPARTMENT OF ASSESSMENTS
EXAMINED AND APPROVED BY ME ON THIS _____ DAY OF _____ 2021

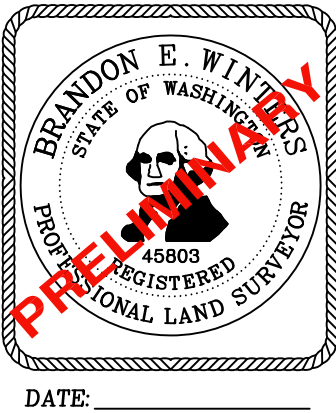
KING COUNTY ASSESSOR

DEPUTY, KING COUNTY ASSESSOR

KING COUNTY, FINANCE DIRECTOR'S CERTIFICATE
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 _____ 2021

MANAGER, FINANCE DIVISION

DEPUTY



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, NW 1/4, SEC. 12, T. 25 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON

19-6536X.DWG		
<i>DRAWN BY:</i> SAL	<i>DATE:</i> 10-09-20	<i>PROJECT #:</i> 19-6536
<i>CHK. BY:</i> RHW	<i>SCALE:</i> N/A	<i>SHEET: 1 OF 12</i>

BALLARD CORNER TOWNHOUSES

SUBDIVISION NO. 3035509-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 = N 01°14'47" E BETWEEN THE TWO FOUND MONUMENTS IN THE CENTERLINE OF 11TH AVE. N.W. 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. _____
- 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 AS PER DIRECT OBSERVATIONS USING GPS EQUIPMENT ON JULY 9, 2018.
- 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.

CONSENT TO SUBDIVISION:

_____ HAS A SECURITY INTEREST IN THE PROPERTY COMMONLY KNOWN AS 901 N.W. 57TH ST. & 5609 9TH AVE. N.W., SEATTLE, WASHINGTON (ALSO KNOWN AS TAX PARCEL NOS. 2768100045 & 2768100050) AS EVIDENCED BY DEED OF TRUST DATED ____-____-__ AND RECORDED ON ____-____-__ AS DOCUMENT NUMBER/AUDITOR FILE NUMBER _____ & _____. _____ BANK HAS CONSENTED TO THE SUBDIVISION OF THE PROPERTY AS REFLECTED ON THIS FINAL PLAT SUBDIVISION NO. 3035509-LU. _____ BANK DOES NOT CONTEST THE DEDICATION OF ANY PUBLIC RIGHT OF WAY, UTILITY EASEMENTS OR OTHER EASEMENTS DESCRIBED ON THIS FINAL PLAT OF SUBDIVISION NO. 3035509-LU (OR IN THE COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED ON ____-____-__ AS DOCUMENT NUMBER/AUDITOR FILE NUMBER _____).

_____ BANK

NAME: _____

BY _____ ITS _____

STATE OF WASHINGTON)
SS
COUNTY OF KING)

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2021 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED _____, AND KNOW ME AS THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THE ENTITY UPON BEHALF OF WHICH THE PERSON ACCEDED AND EXECUTED THE INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____



DATE: _____

DEDICATION & DECLARATION:

THE UNDERSIGNED OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED BALLARD CORNER TOWNHOUSES, 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 BY THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED UNDER KING COUNTY RECORDING NO. _____.

KNOW ALL PEOPLE BY THESE PRESENTS, THAT MODERN HOMES, LLC., ORGANIZED UNDER THE LAWS OF THE STATE OF WASHINGTON, MODERN HOMES, LLC., THE OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARES THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND FOR ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS DOES HEREBY DEDICATE TO THE CITY OF SEATTLE ALL PUBLIC UTILITY EASEMENTS AND THE USE OF THE PUBLIC FOREVER FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC UTILITY PURPOSE AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS FOR THE PUBLIC UNDER, OVER ACROSS, THROUGH AND UPON THOSE PORTIONS OF THE PLAT AND FOR THE PURPOSES DESCRIBED IN THE EASEMENT PROVISIONS ON SHEET 10 OF 12.

THE SEATTLE CITY LIGHT EASEMENT, AS DESCRIBED ON SHEET 12 OF 12 HEREON, IS HEREBY DEDICATED TO THE CITY OF SEATTLE UNDER, OVER, ACROSS, THHROUGH AND UPON THIS PLAT UNDER THE TERMS AND CONDITIONS DESCRIBED IN THE SEATTLE CITY LIGHT EASEMENT AS DESCRIBED ON SHEET 12 OF 12 HEREOF.

FURTHER, THE UNDERSIGNED OWNER OF THE LAND HEREBY SUBDIVIDED AGREES FOR ITSELF, ITS HEIRS, SUCCESSORS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF SEATTLE, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE OR SURFACE OR SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION; PROVIDED, HOWEVER, THAT THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING FROM LIABILITY FOR DAMAGES, INCLUDING COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF SEATTLE, ITS SUCCESSORS, OR ASSIGNS.

THIS DEDICATION AND DECLARATION, WITH INDEMNITY, IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER.

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 _____, 2021

MODERN HOMES, LLC.

NAME: _____

BY _____ ITS _____

STATE OF WASHINGTON)
SS
COUNTY OF KING)

ON THIS _____ DAY OF _____ 2021 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED _____ MEMBER OF _____, TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THEMSELVES, AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____

PARENT LOT (11,504 SQ. FT.)

LOTS 8, 9 AND 10, BLOCK 113, GILMAN PARK ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 40, RECORDS OF KING COUNTY, WA.

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

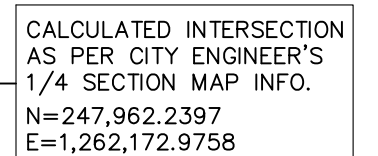
SURVEY IN:
SE 1/4, NW 1/4, SEC. 12, T. 25 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON

19-6536X.DWG		
DRAWN BY: SAL	DATE: 10-09-20	PROJECT #: 19-6536
CHK. BY: RHW	SCALE: N/A	SHEET: 2 OF 12

SUBDIVISION NO. 3035509-LU



A horizontal number line is shown, starting at 0 and ending at 40. Major tick marks are labeled at 0, 10, 20, and 40. The line is divided into segments by smaller tick marks at intervals of 5. The segments are colored in an alternating pattern: white, black, white, black, white, black, white, black, white. The segments are: 0-5 (white), 5-10 (black), 10-15 (white), 15-20 (black), 20-25 (white), 25-30 (black), 30-35 (white), 35-40 (black).



DATE: _____

WEB: WWW.CHADWICKWINTERS.COM

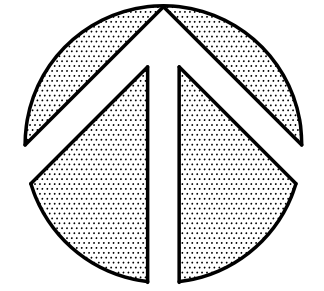
-6536X.DWG

SHEET: 3 OF 12

BALLARD CORNER TOWNHOUSES

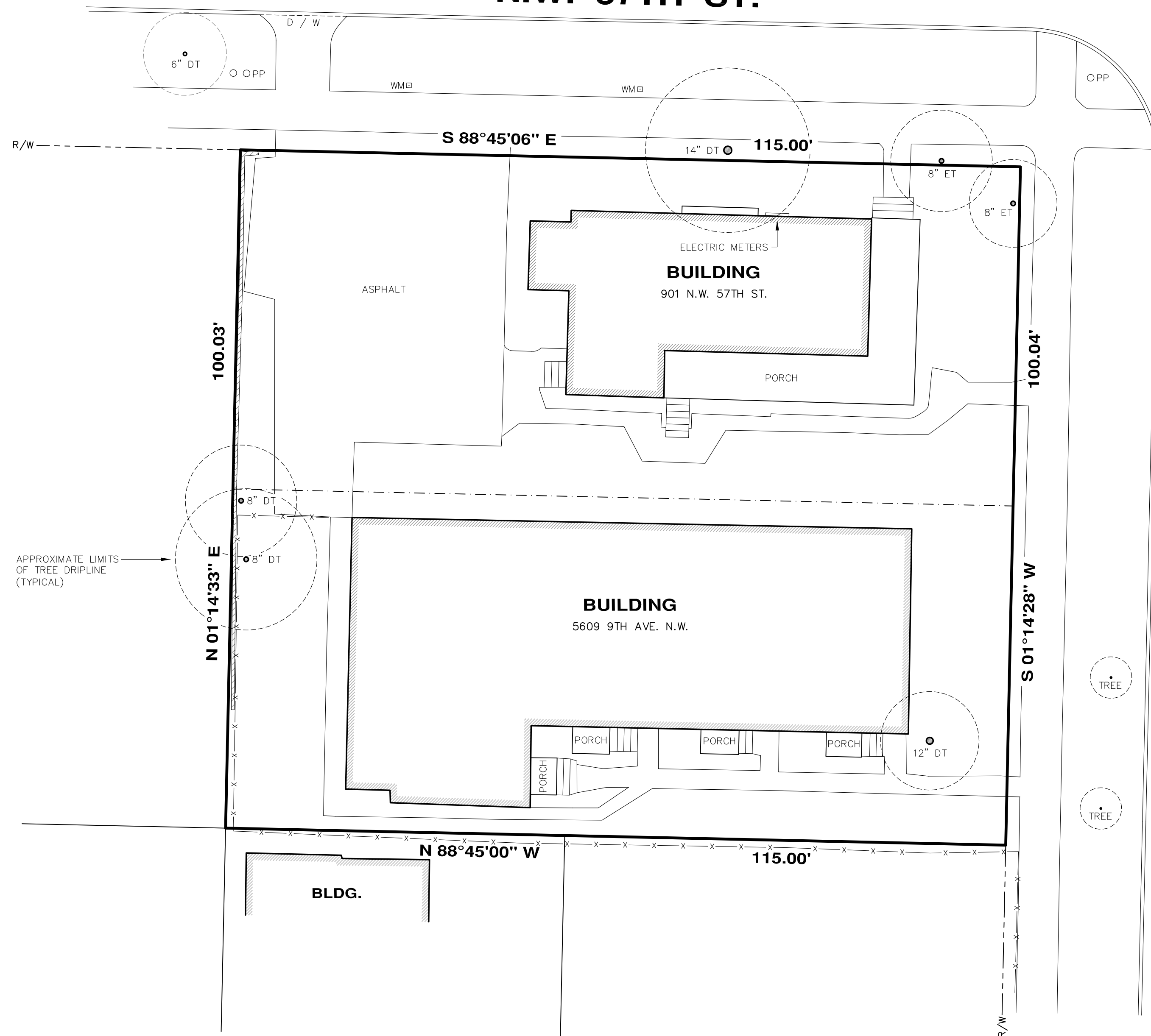
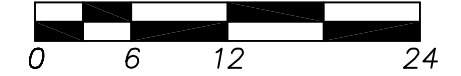
SUBDIVISION NO. 3035509-LU

N.W. 57TH ST.



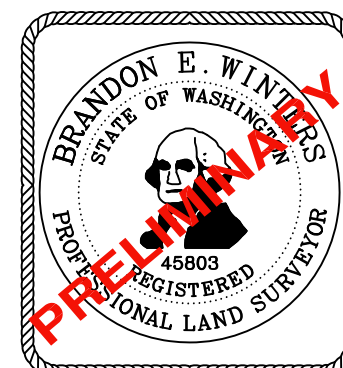
NORTH

SCALE: 1"=12'



9TH AVE. N.W.

EXISTING SITE CONDITIONS DETAIL



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, NW 1/4, SEC. 12, T. 25 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON**

19-6536Y.DWG

DRAWN BY: SAL

DATE: 10-09-20

PROJECT #: 19-6536

CHK. BY: RHW

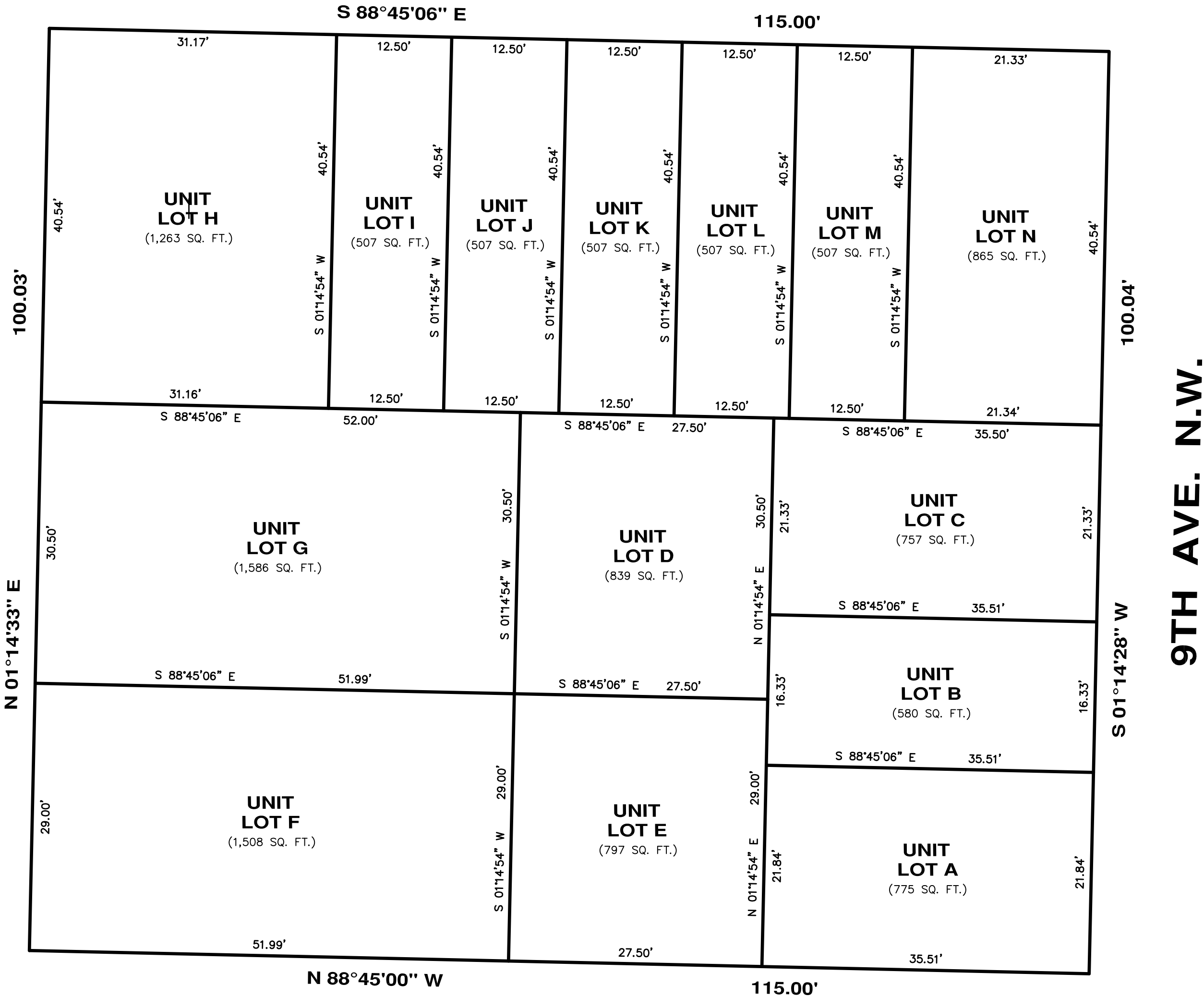
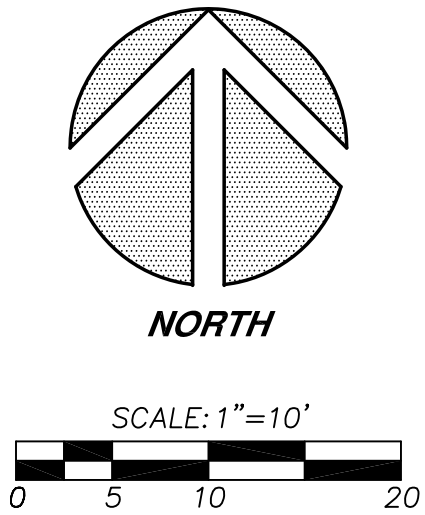
SCALE: 1" = 12'

SHEET: 4 OF 12

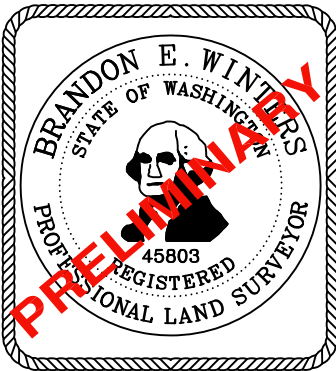
BALLARD CORNER TOWNHOUSES

SUBDIVISION NO. 3035509-LU

N.W. 57TH ST.



UNIT LOT SUBDIVISION DETAIL



DATE: _____

CHADWICK
WINTERS

LAND SURVEYING AND MAPPING

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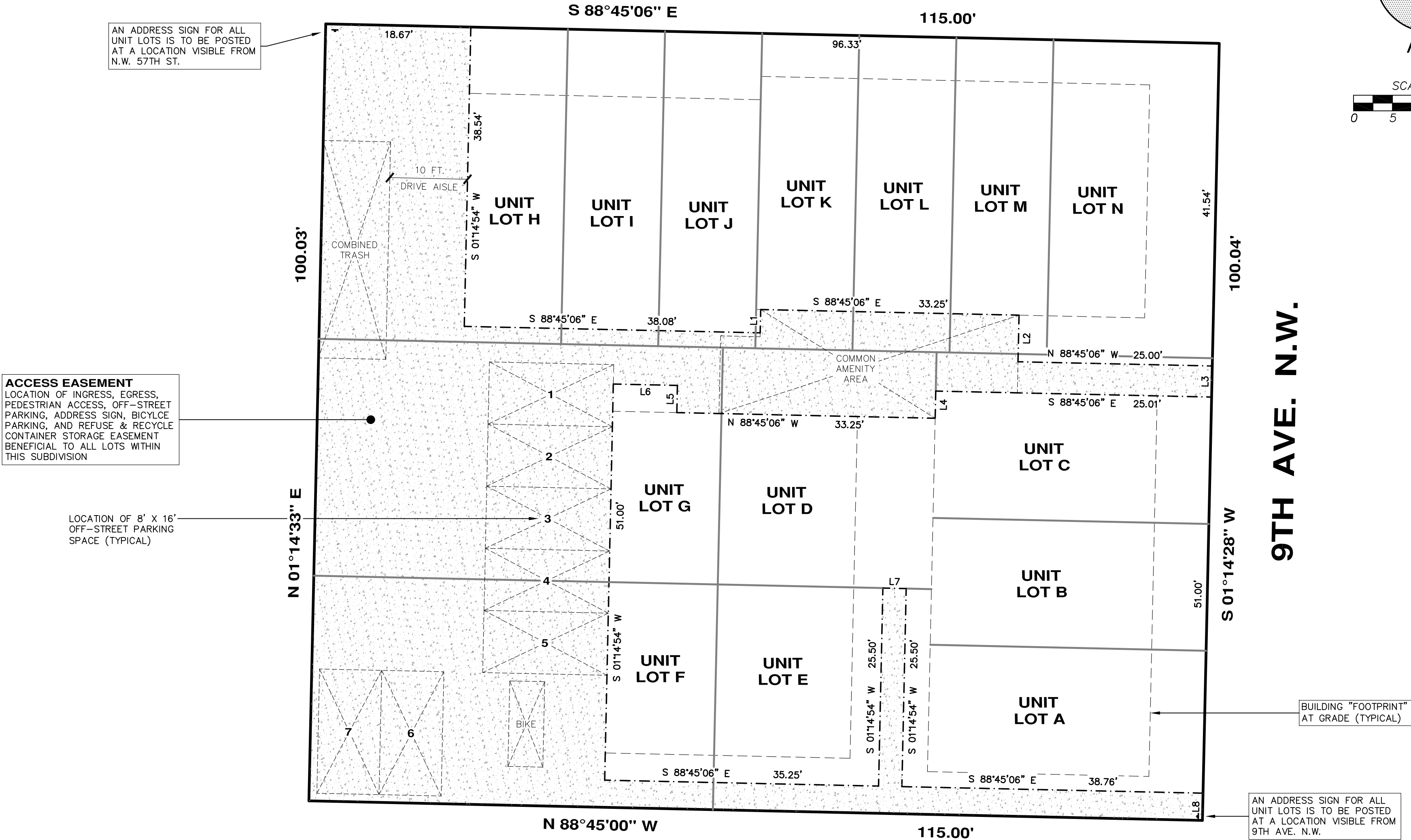
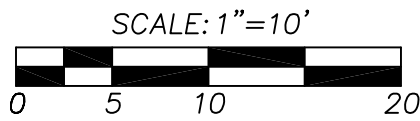
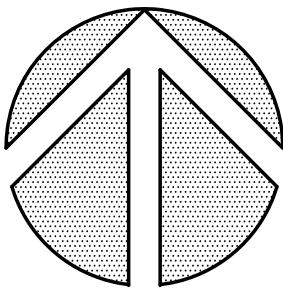
SURVEY IN:
SE 1/4, NW 1/4, SEC. 12, T. 25 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON

19-6536Y.DWG		
DRAWN BY: SAL	DATE: 10-09-20	PROJECT #: 19-6536
CHK. BY: RHW	SCALE: 1" = 10'	SHEET: 5 OF 12

BALLARD CORNER TOWNHOUSES

SUBDIVISION NO. 3035509-LU

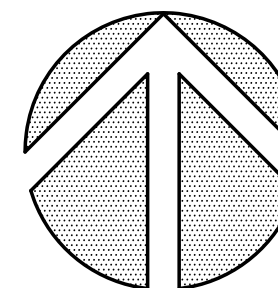
N.W. 57TH ST.



BALLARD CORNER TOWNHOUSES

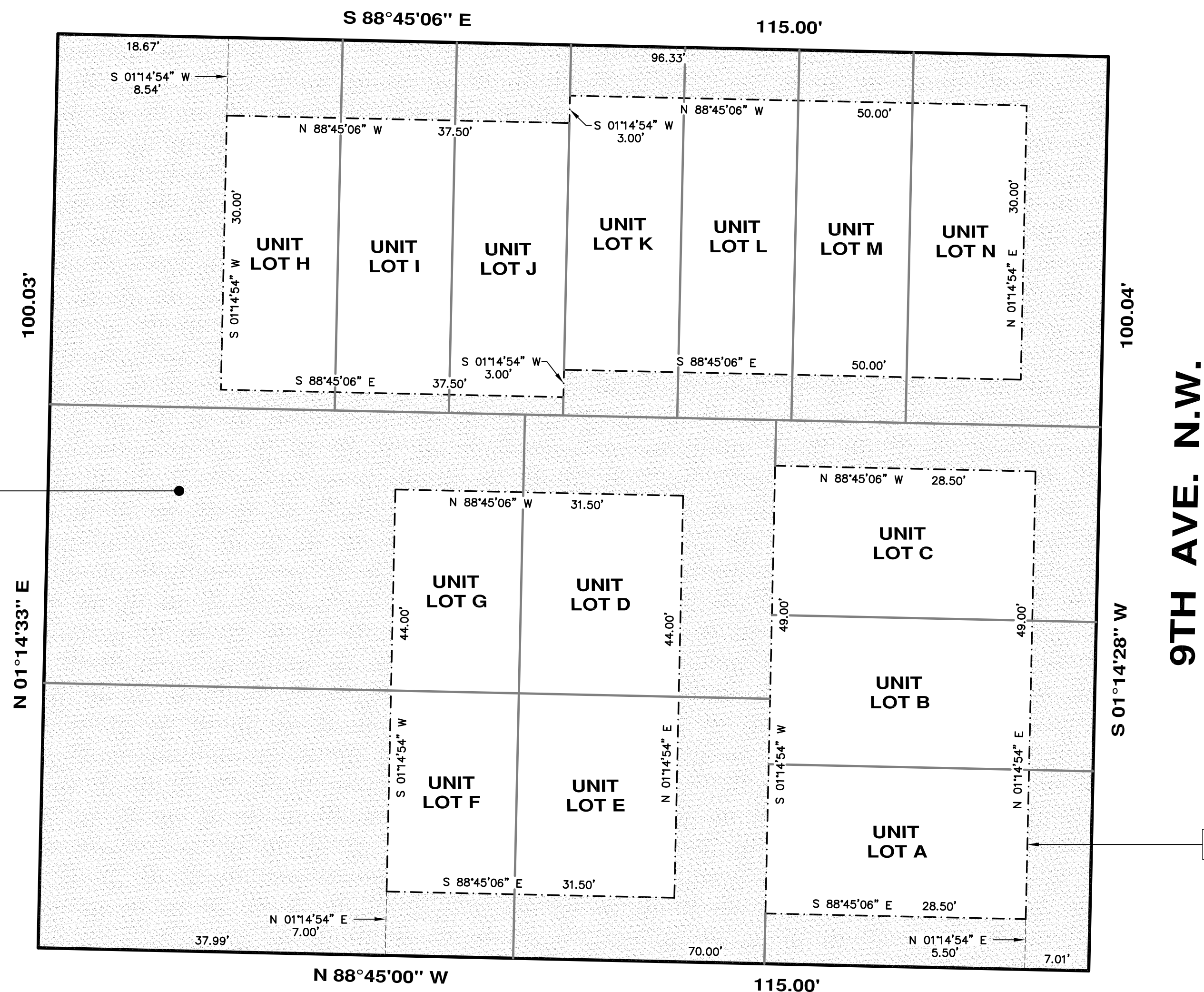
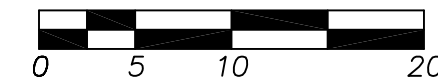
SUBDIVISION NO. 3035509-LU

N.W. 57TH ST.



NORTH

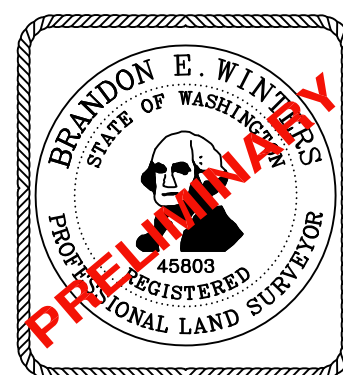
SCALE: 1"=10'



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

BUILDING "FOOTPRINT"
AT GRADE (TYPICAL)

UTILITY & EMERGENCY ACCESS EASEMENT DETAIL



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, NW 1/4, SEC. 12, T. 25 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON**

19-6536Y.DWG

DRAWN BY: SAL

DATE: 10-09-20

PROJECT #: 19-6536

CHK. BY: RHW

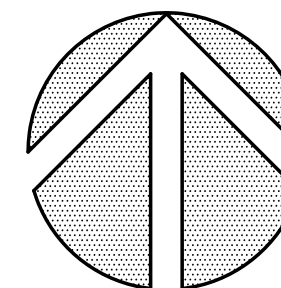
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SHEET: 7 OF 12

BALLARD CORNER TOWNHOUSES

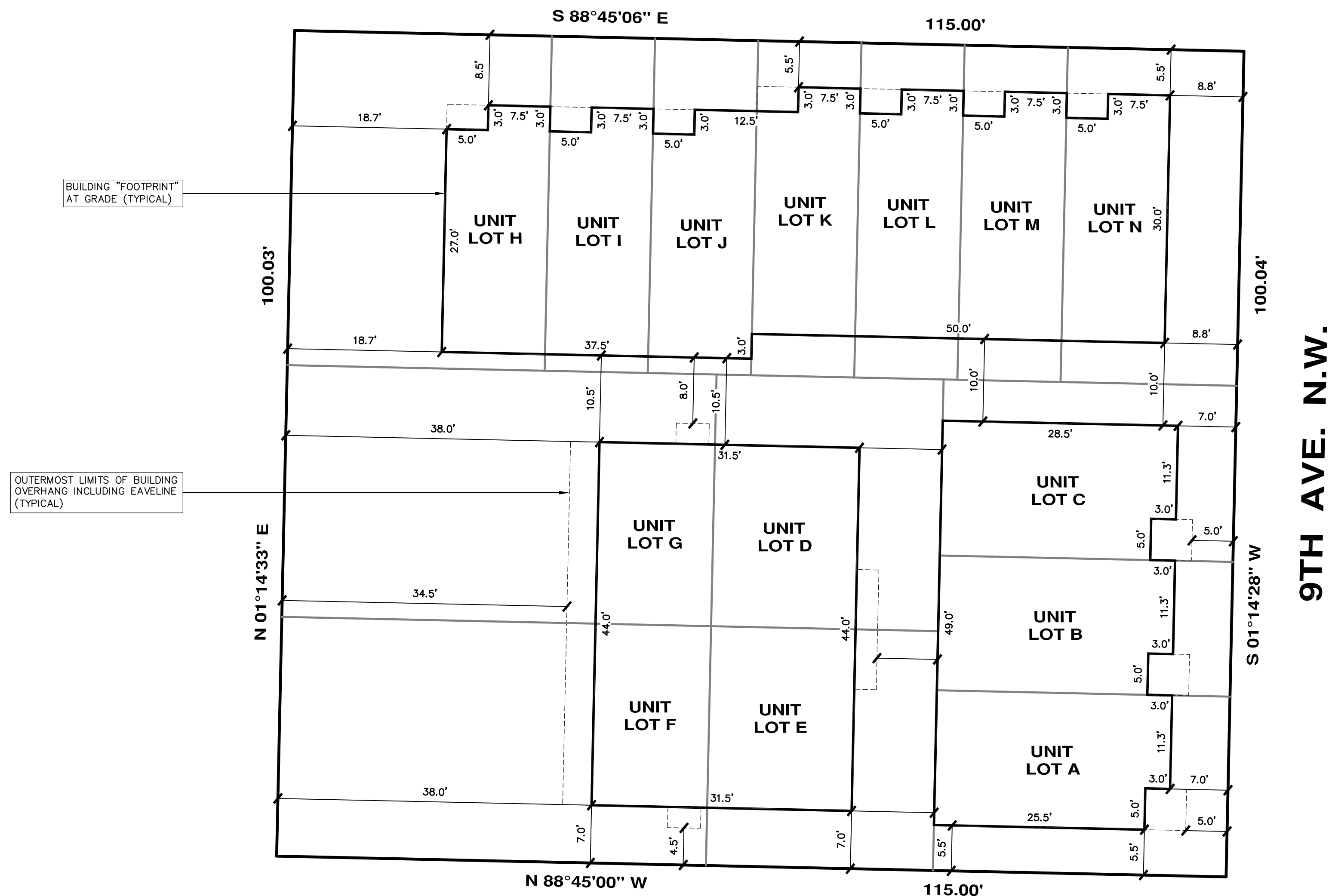
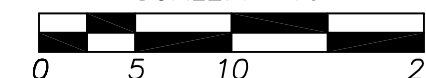
SUBDIVISION NO. 3035509-LU

N.W. 57TH ST.



NORTH

SCALE: 1"=10'

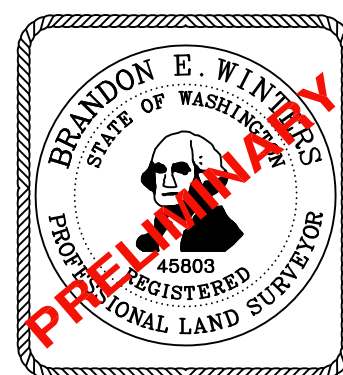


BUILDING DIMENSION DETAIL

(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 ON BEHALF OF THE MODERN HOMES. WE PROVIDE NO CERTIFICATION THAT THESE FOOTPRINTS, DIMENSIONS, OR OFFSETS ARE AS CONSTRUCTED.



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, NW 1/4, SEC. 12, T. 25 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON

19-6536Y.DWG

DRAWN BY: SAL

DATE: 10-09-20

PROJECT #: 19-6536

CHK. BY: RHW

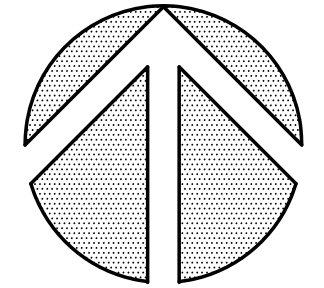
SCALE: 1" = 10'

SHEET: 8 OF 12

BALLARD CORNER TOWNHOUSES

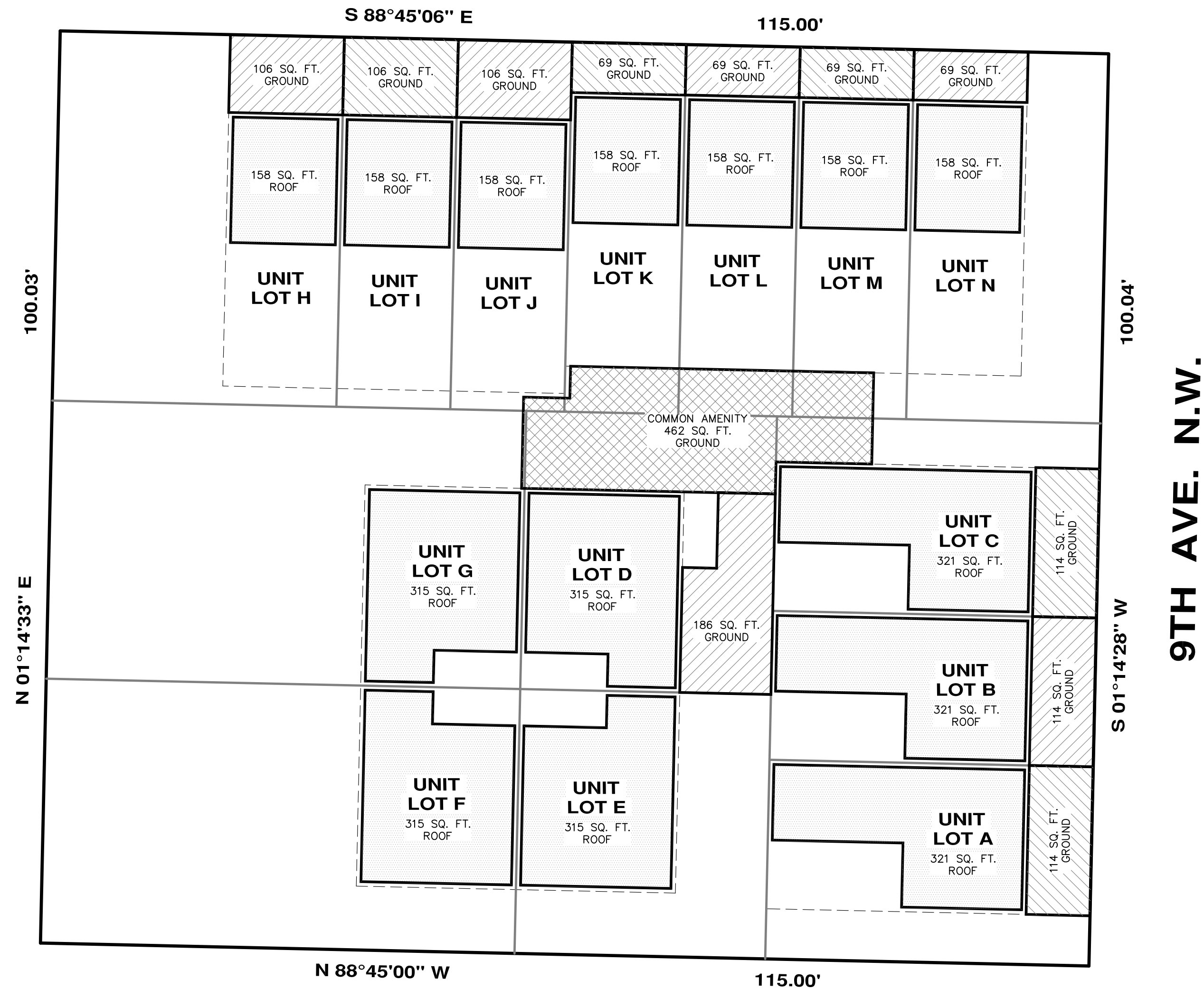
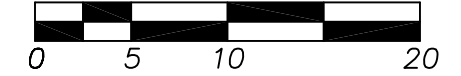
SUBDIVISION NO. 3035509-LU

N.W. 57TH ST.



NORTH

SCALE: 1"=10'

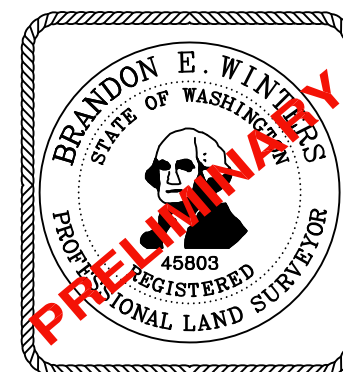


AMENITY AREA DETAIL

(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.



DATE: _____

**CHADWICK
WINTERS**

LAND SURVEYING AND MAPPING

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PHONE: 206.297.0996

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SURVEY IN:

SE 1/4, NW 1/4, SEC. 12, T. 25 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON

19-6536Y.DWG

DRAWN BY: SAL

DATE: 10-09-20

PROJECT #: 19-6536

CHK. BY: RHW

SCALE: 1" = 10'

SHEET: 9 OF 12

BALLARD CORNER TOWNHOUSES

SUBDIVISION NO. 3035509-LU

EASEMENT CONVEYANCE NOTE:

THE GARAGE 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 ELEMENTS ON DEXTER HOMEOWNERS’ ASSOCIATION, ITS HEIRS, SUCCESSORS, AND ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE GARAGE AND ALL APPURTENANCES THERETO LYING WITHIN SAID GARAGE EASEMENT.

THE PEDESTRIAN 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. THE ELEMENTS ON DEXTER HOMEOWNERS’ ASSOCIATION, ITS HEIRS, SUCCESSORS, AND ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PEDESTRIAN EASEMENT AND ALL APPURTENANCES THERETO LYING WITHIN SAID PEDESTRIAN EASEMENT.

THE UTILITY AND EMERGENCY ACCESS EASEMENT AS LEGALLY DESCRIBED UPON THIS SHEET AND GRAPHICALLY DEPICTED ON SHEET 9 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 ELEMENTS ON DEXTER 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.

EASEMENT VERTICAL BOUNDARY NOTES:

1. THE VERTICAL LIMITS OF ANY EASEMENT CREATED IN THIS SUBDIVISION AND WITHIN A PROPOSED BUILDING ON THE PROPERTY DOES NOT EXTEND ABOVE THE ELEVATION OF THE FLOOR ABOVE OR BELOW THE ELEVATION OF THE CEILING BELOW UNLESS THAT AREA (ABOVE THE FLOOR ABOVE OR BELOW THE CEILING BELOW, AS THE CASE MAY BE) IS ALSO SUBJECT TO AN EASEMENT CREATED IN THIS SUBDIVISION.
2. WHERE NO UPPER OR LOWER LIMIT IS SHOWN OR DESCRIBED FOR AN EASEMENT CREATED IN THIS SUBDIVISION, THAT EASEMENT SHALL EXTEND AS FAR UP AND/OR DOWN, AS THE CASE MAY BE, AS IS REASONABLY APPROPRIATE FOR THE USE OF THAT EASEMENT.

ACCESS EASEMENT

(SEE EASEMENT VERTICAL BOUNDARY NOTES)

AN EASEMENT FOR PEDESTRIAN ACCESS AND ADDRESS SIGN BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AS SHOWN UPON SHEET 6.

THAT PORTION OF LOTS 8, 9 AND 10, BLOCK 113, GILMAN PARK ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 40, RECORDS OF KING COUNTY, WA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.W. CORNER OF SAID LOT 8; THENCE S 88°45’06” E ALONG THE NORTH LINE OF SAID LOT FOR A DISTANCE OF 18.67 FT.; THENCE S 01°14’54” W, 38.54 FT.; THENCE S 88°45’06” E, 38.08 FT.; THENCE N 01°14’54” E, 3.00 FT.; THENCE S 88°45’06” E, 33.25 FT.; THENCE S 01°14’54” W, 6.00 FT.; THENCE S 88°45’06” E, 25.00 FT.; THENCE S 01°14’28” W, 4.00 FT.; THENCE N 88°45’06” W, 25.01 FT.; THENCE S 01°14’54” W, 3.50 FT.; THENCE N 88°45’06” W, 33.25 FT.; THENCE N 01°14’54” E, 3.50 FT.; THENCE N 88°45’06” W, 8.25 FT.; THENCE S 01°14’54” W, 51.00 FT.; THENCE S 88°45’06” E, 35.25 FT.; THENCE N 01°14’54” E, 25.50 FT.; THENCE S 88°45’06” E, 3.00 FT.; THENCE S 01°14’54” W, 25.50 FT.; THENCE S 88°45’06” E, 38.76 FT.; THENCE S 01°14’28” W, 3.50 FT.; THENCE N 88°45’00” W, 115.00 FT.; THENCE N 01°14’33” E, 100.03 FT. TO THE **POINT OF BEGINNING**.

UTILITY & EMERGENCY ACCESS EASEMENT

(SEE EASEMENT VERTICAL BOUNDARY NOTES)

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 TO CITY OF SEATTLE FIRE DEPARTMENT BENEFICIAL TO ALL LOTS WITHIN THIS SUBDIVISION AS SHOWN UPON SHEET 7.

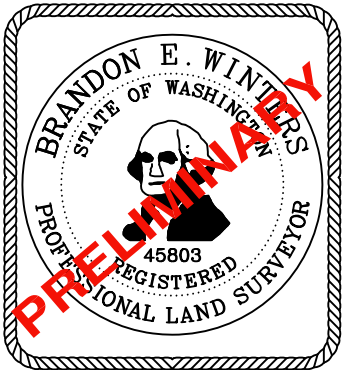
LOTS 8, 9 AND 10, BLOCK 113, GILMAN PARK ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 40, RECORDS OF KING COUNTY, WA.

EXCEPT THOSE PORTIONS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.W. CORNER OF SAID LOT 8; THENCE S 88°45’06” E ALONG THE NORTH LINE OF SAID LOT FOR A DISTANCE OF 18.67 FT.; THENCE S 01°14’54” W, 8.54 FT. TO THE **POINT OF BEGINNING**; THENCE S 88°45’06” E, 37.50 FT.; THENCE N 01°14’54” E, 3.00 FT.; THENCE S 88°45’06” E, 50.00 FT.; THENCE S 01°14’54” W, 30.00 FT.; THENCE N 88°45’06” W, 50.00 FT.; THENCE S 01°14’28” W, 3.00 FT.; THENCE N 88°45’06” W, 37.50 FT.; THENCE N 01°14’54” E, 30.00 FT. TO THE **POINT OF BEGINNING**.

AND ALSO **EXCEPT** THAT PORTION COMMENCING AT THE S.W. CORNER OF SAID LOT 8; THENCE S 88°45’00” E ALONG THE SOUTH LINE OF SAID LOT FOR A DISTANCE OF 37.99 FT.; THENCE N 01°14’54” E, 7.00 FT. TO THE **POINT OF BEGINNING**; THENCE CONTINUING N 01°14’54” E, 44.00 FT.; THENCE S 88°45’06” E, 31.50 FT.; THENCE S 01°14’54” W, 44.00 FT.; THENCE N 88°45’06” W, 31.50 FT. TO THE **POINT OF BEGINNING**.

AND ALSO **EXCEPT** THAT PORTION COMMENCING AT THE S.W. CORNER OF SAID LOT 8; THENCE S 88°45’00” E ALONG THE SOUTH LINE OF SAID LOT FOR A DISTANCE OF 107.99 FT.; THENCE N 01°14’54” E, 5.50 FT. TO THE **POINT OF BEGINNING**; THENCE N 88°45’06” W, 28.50 FT.; THENCE N 01°14’54” E, 49.00 FT.; THENCE S 88°45’06” E, 28.50 FT.; THENCE S 01°14’54” W, 49.00 FT. TO THE **POINT OF BEGINNING**.



DATE: _____

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KING COUNTY, WASHINGTON

19-6536X.DWG		
<i>DRAWN BY:</i> SAL	<i>DATE:</i> 10-09-20	<i>PROJECT #:</i> 19-6536
<i>CHK. BY:</i> RHW	<i>SCALE:</i> N/A	<i>SHEET: 10 OF 12</i>

BALLARD CORNER TOWNHOUSES

SUBDIVISION NO. 3035509-LU

EASEMENT MAINTENANCE AGREEMENT

SAID EASEMENTS OF THIS SUBDIVISION TO BE EQUALLY MAINTAINED, REPAIRED, AND/OR REBUILT BY THE OWNERS OF THE UNIT LOT 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 LOT THE INDIVIDUAL SERVICE LINE SERVES. UTILITY SERVICE LINES WHICH SERVICE MORE THAN ONE UNIT LOT SHALL BE EQUALLY MAINTAINED, REPAIRED, AND/OR REBUILT BY THE OWNERS OF THE UNIT LOT 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 VERONA–ROY 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 BALLARD CORNER TOWNHOUSES HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE, AND/OR REPAIR TO ALL ADDRESS SIGNS WITHIN THIS SUBDIVISION.

ELEMENTS ON DEXTER HOMEOWNERS' ASSOCIATION NOTE

IN THE EVENT THAT THE BALLARD CORNER TOWNHOUSES HOMEOWNERS' ASSOCIATION IS DISSOLVED OR CEASES TO BE A FUNCTIONING ENTITY, THE OWNERS OF LOTS 1 THROUGH 14, INCLUSIVE, SHALL SHARE EQUALLY IN THE MAINTENANCE OBLIGATIONS OF THE BALLARD CORNER TOWNHOUSES HOMEOWNERS' ASSOCIATION.

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:

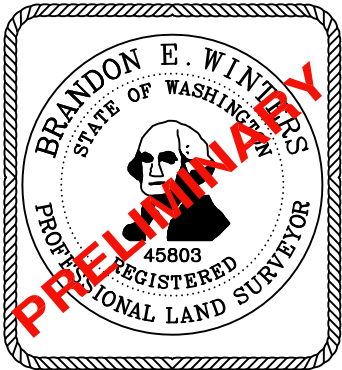
1ST – THE WALLS WHICH ARE ON THE LOT LINES SEPARATING THE INDIVIDUAL TOWNHOMES ARE HEREBY DECLARED TO BE A "COMMON WALL". THE TERM "COMMON WALL" INCLUDES EVERYTHING LOCATED WITHIN SUCH WALL (SUCH AS FRAMING, INSULATION, SOUNDPROOFING, PIPES, WIRES, JOISTS, JUNCTION BOXES, AND OTHER MATERIAL OR EQUIPMENT 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.



DATE: _____

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SURVEY IN:
SE 1/4, NW 1/4, SEC. 12, T. 25 N., R. 3 E., W.M.
KING COUNTY, WASHINGTON

19–6536X.DWG

DRAWN BY: SAL

DATE: 10–09–20

PROJECT #: 19–6536

CHK. BY: RHW

SCALE: N/A

SHEET: 11 OF 12

BALLARD CORNER TOWNHOUSES

SUBDIVISION NO. 3035509-LU

SEATTLE CITY LIGHT EASEMENT

CITY OF SEATTLE SUBDIVISION NO. 3035509--LU
EASEMENT (OVERHEAD AND UNDERGROUND)
KING COUNTY ASSESSOR'S TAX PARCEL NO. 2768100045 & 2768100050

THIS EASEMENT GRANTS TO THE CITY OF SEATTLE (HEREAFTER REFERRED TO AS GRANTEE), ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, ERECT, ALTER, IMPROVE, REMOVE, REPAIR, ENERGIZE, OPERATE AND MAINTAIN ELECTRIC OVERHEAD AND UNDERGROUND DISTRIBUTION FACILITIES, WHICH CONSIST OF POLES WITH BRACES, GUYS AND ANCHORS, CROSS ARMS, TRANSFORMERS, DUCTS, VAULTS, MANHOLES, SWITCHES, CABINETS, CONTAINERS, CONDUITS, WIRES AND OTHER NECESSARY OR CONVENIENT APPURTENANCES TO MAKE SAID UNDERGROUND AND OVERHEAD INSTALLATIONS AN INTEGRATED ELECTRIC SYSTEM. ALL SUCH ELECTRIC SYSTEM MAY BE LOCATED ANYWHERE ACROSS, OVER, UPON AND UNDER THE FOLLOWING DESCRIBED LANDS AND PREMISES ("PROPERTY") SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON:

AN EASEMENT OVER THE ENTIRE AREA OF THIS CITY OF SEATTLE UNIT LOT SUBDIVISION NO. 3035509--LU; **EXCEPT** ANY PORTION THEREOF OCCUPIED BY PROPOSED BUILDINGS SHOWN ON SAID SUBDIVISION.

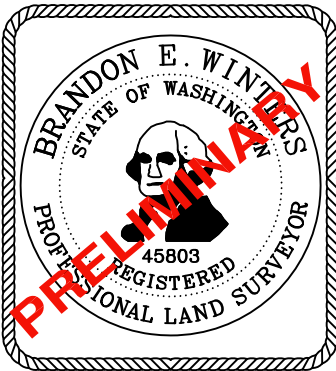
TOGETHER WITH THE RIGHT AT ALL TIMES TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, OF INGRESS TO AND EGRESS FROM THE PROPERTY FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, REPAIRING, REMOVING, RENEWING, ALTERING, CHANGING, PATROLLING, ENERGIZING AND OPERATING SAID ELECTRIC SYSTEM.

TOGETHER WITH THE RIGHT AT ALL TIMES TO THE GRANTEE, ITS SUCCESSORS AND ASSIGNS, 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 THE SYSTEM, OR CONSTITUTE A MENACE OR DANGER TO SAID ELECTRIC SYSTEM.

IT IS FURTHER COVENANTED AND AGREED THAT NO STRUCTURE OR FIRE HAZARDS WILL BE ERECTED OR PERMITTED WITHIN THE ABOVE DESCRIBED PROPERTY, OTHER THAN THOSE PROPOSED STRUCTURES SHOWN ON THIS SUBDIVISION, WITHOUT PRIOR WRITTEN APPROVAL FROM THE GRANTEE, ITS SUCCESSORS AND ASSIGNS; THAT NO DIGGING WILL BE DONE OR PERMITTED WITHIN THE PROPERTY WHICH WILL IN ANY MANNER DISTURB THE FACILITIES OR THEIR SOLIDITY OR UNEARTH ANY PORTION THEREOF; AND THAT NO BLASTING OR DISCHARGE OF ANY EXPLOSIVES WILL BE PERMITTED WITHIN FIFTY (50) FEET OF GRANTEE'S FACILITIES.

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

THE RIGHTS, TITLE, PRIVILEGES AND AUTHORITY HEREBY GRANTED SHALL CONTINUE AND BE IN FORCE UNTIL SUCH TIME AS THE GRANTEE, ITS SUCCESSORS AND ASSIGNEES SHALL PERMANENTLY REMOVE SAID ELECTRIC SYSTEM FROM SAID LANDS OR SHALL OTHERWISE PERMANENTLY ABANDON SAID ELECTRIC SYSTEM, AT WHICH TIME ALL SUCH RIGHTS, TITLE, PRIVILEGES AND AUTHORITY HEREBY GRANTED SHALL TERMINATE.



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DRAWN BY: SAL	DATE: 10-09-20	PROJECT #: 19-6536
CHK. BY: RHW	SCALE: N/A	SHEET: 12 OF 12