STATE OF CALIFORNIA COUNTY OF CONTRA COSTA

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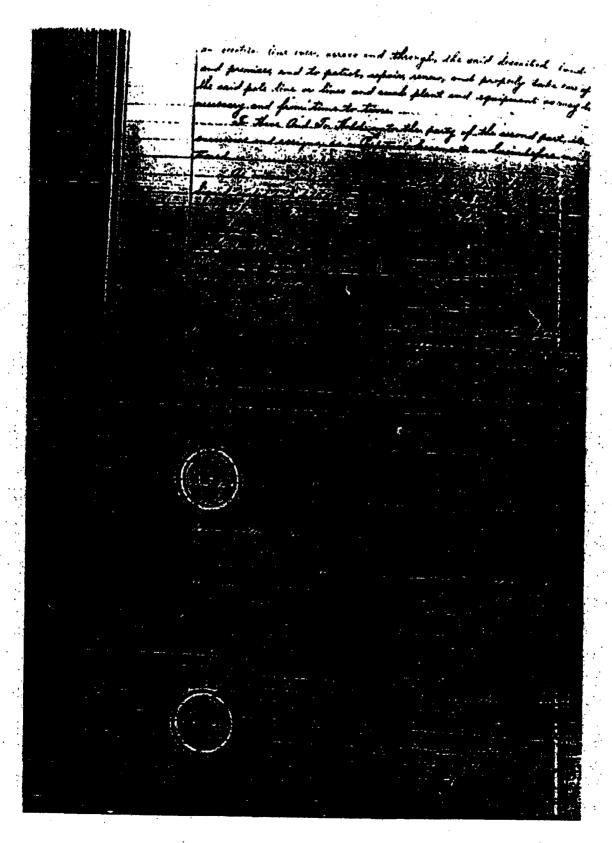
On <u>OQ -//-v</u>} before me, <u>THE UNDERSIGNED</u>, a Notary Public in and for said State, personally eppeared <u>Carry</u>/ <u>Schully</u>, personally known to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official saal

Signerure

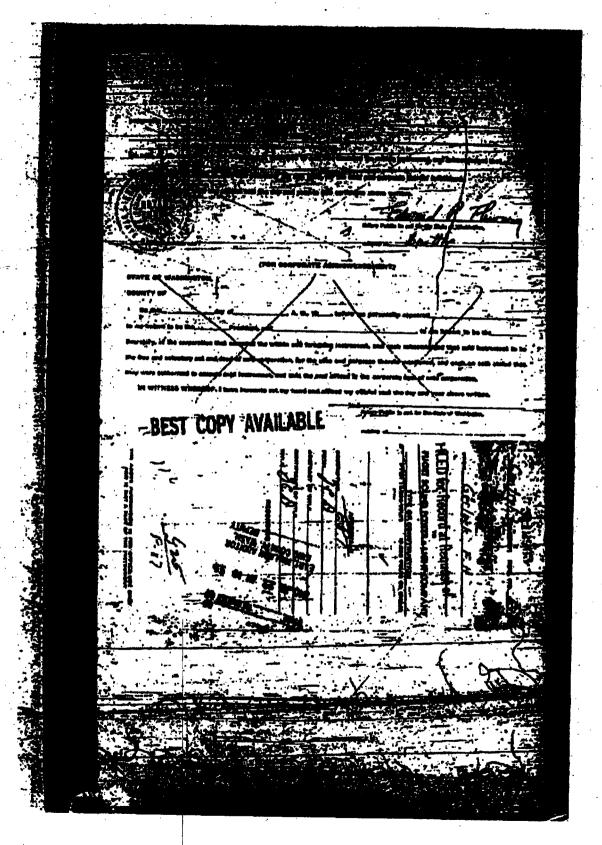
JUDITH KERBEL
Commission # 1358684
Notary Public - California
Contra Costa County
My Comm Expres Jun 28 2006

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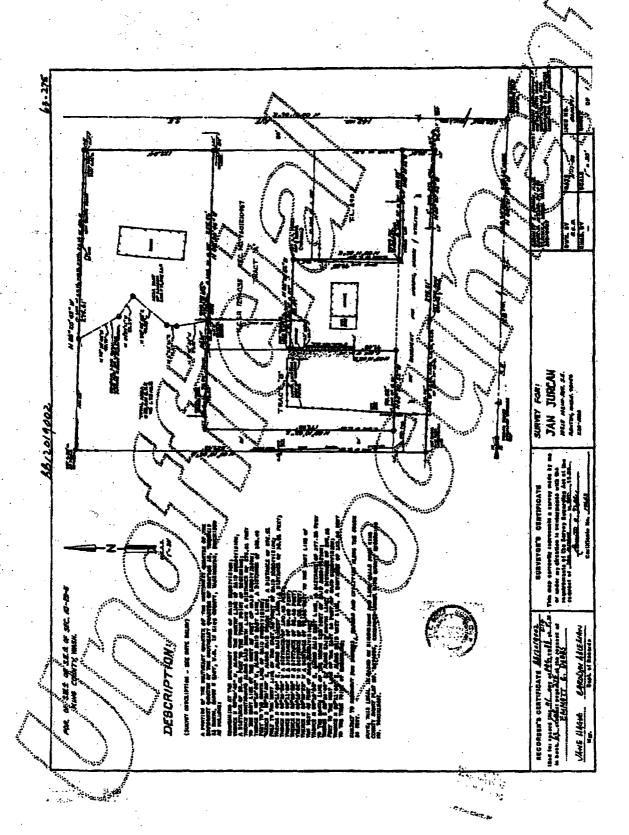


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http://fast.firstam.net/imaging/pub/pages/preview.html?Repository=FASTREPOS.FIRSTA... 1/31/2005



Return Address:
City Clerk's Office
City of Renton
1055 S. Grady Way
Renton WA 98055



Please print or type information

Document Title(s): ORDINANCE NO. 4924
Reference Number(s) of Documents assigned or released:
[on pageof document(s)]
A-01-001
Grantor(s) (Last name first, then first name and initials)
1. City of Renton 2
3. 4  Additional names on pageof document
Grantee(s) (Last name first, then first name and initials)
2 Piele Annexation 3.
4 [] Additional names on pageof document
Legal Description (abbreviated. ie lot, block, plat or section, township, range)
The North half (1/2) of the Southwest quarter of the Southeast quarter
Additional legal is on page 4 of document
Assessor's Property Tax Parcel/Account Number:
1023059013, 1023059015
Additional legal is on page 6 of document
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein

CERTIFICATE

1. the undersigned City Clerk of the City of Renton, Washington, certify that this is a true and correct copy of ARP. 4924 Subscribed

and scaled this 36 day of Nov , 20 0/

Prince week

CITY OF RENTON, WASHINGTON CRYCL

#### ORDINANCE NO. 4924

AN ORDINANCE OF THE CITY OF RENTON, WASHINGTON ANNEXING CERTAIN TERRITORY OF THE CITY OF RENTON (PIELE ANNEXATION; FILE NO. A-01-001)

WHEREAS, under the provisions of RCW 35A.14.120 as amended, a petition in writing requesting that certain territory contiguous to the City of Renton, as described below, be suncceed to the City of Renton, was presented and filed with the City Clerk on or about October 18, 2000; and

WHEREAS, prior to the filing and circulation of said petition for amenation to the City of Renton, the petitioning owners notified the City Council of their intention to commence such proceedings as provided by law, as more particularly specified in RCW 35A.14.120, and upon public hearing thereon, it having been determined and the petitioning owners having agreed to assume the pre-existing bunded indebtedness of the City of Renton as it pertains to the territory petitioned to be amenate; and to accept that portion of the City's Comprehensive Plan as it pertains to the territory including the applicable Zoning Code relating thereto; and

WHEREAS, the King County Department of Assessments has examined and verified the signatures on the petition for assessation and determined the assessed valuation of all the properties, the same being an excess of sixty percent (60%) of the area to be anneald, in value, as provided by law, and the petition also setting forth the legal description of the property according to government legal subdivision or plat, and the Economic Development, Neighborhoods and Strategic Planning Department of the City of Reuton having considered and recommended the annexing of said property to the City of Reuton; and

# ORDINANCE NO 4924

notice thereof having been given as provided by law, and bearing in the City Council Chembers, City Hall, Reuton, Washington, upon the petition and WHEREAS, the Cay Council fixed August 6, 2001, as the time and place for public

piace specified in the notices, and the Council having considered all matters in connection with applicable to the petition method for amenation have been met; and the petition and further determined that all legal requirements and procedures of the law WHEREAS, pursuant to said notices public bearings have been held at the time and

ion" approved as of October 23, 2001; WHEREAS, the King County Boundary Review Board having doctared the "Notice of

WASHINGTON, DO ORDAIN AS FOLLOWS NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REVION,

pettion method, including the provisions of RCW 3SA-14.120, 130, 140 and 150, have been of Reuton, and such amenation to be effective on and after the approval, pass property being contaguous to the City limits of the City of Renton is hereby sonered to the City property and territory described below is hereby approved and granted, the following described met. It is further determined that the petition for annountion to the Chy of Renton of the true and correct in all respects. All requirements of the law in regard to the amenation by force and effect, the property being described as follows the City of Renton and shall be subject to all its lews and ordina publication of this Ordinance; and on and after said date the property shall constitute a part of SECTION L The findings, recalmin, and determinations are hereby found to be mgc, and

#### ORDINANCE NO. 4924

See Exhibit "A" attached hereto and made a part hereof as if fully set forth berein

[Said property, approximately 20 scres, is located approximately 600' north of NE 4th Street in two approximately 10-acre tracts located along both sides of 142th Ave SE]

and the owners-petitioners of the property shall assume the pro-existing bonded indebtedness of the City of Renton as prescribed in RCW 35A 14.120 as it pertains to the property, and the property to be subject to the City's Comprehensive Plan and Zoning Code

SECTION II. This Ordinance shall be effective upon its passage, approval, and five days after its publication.

A certified copy of this Ordinance shall be filled with the King County Council, State of Washington, and as otherwise provided by law

PASSED BY THE CITY COUNCIL this 26th day of November 2001

\$28 150km (1) 建心理。

Maniya J. Jotelada, City Clerk

APPROVED BY THE MAYOR this 26th day of November , 2001.

oved and form

Lawrence J. Warren, City Attorney

Date of Publication: 11/30/2001 (Summary) ORD 937.11/20/01:ma

•

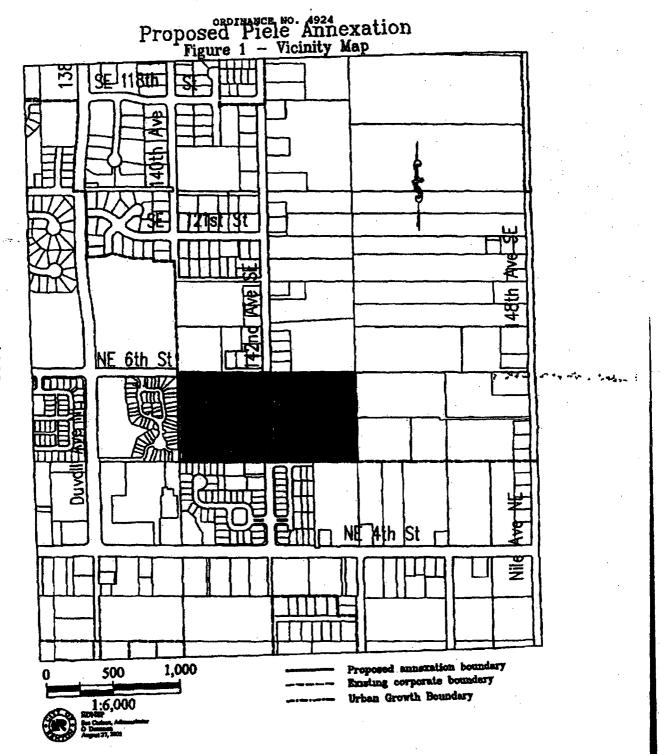
#### EXHIBIT "A"

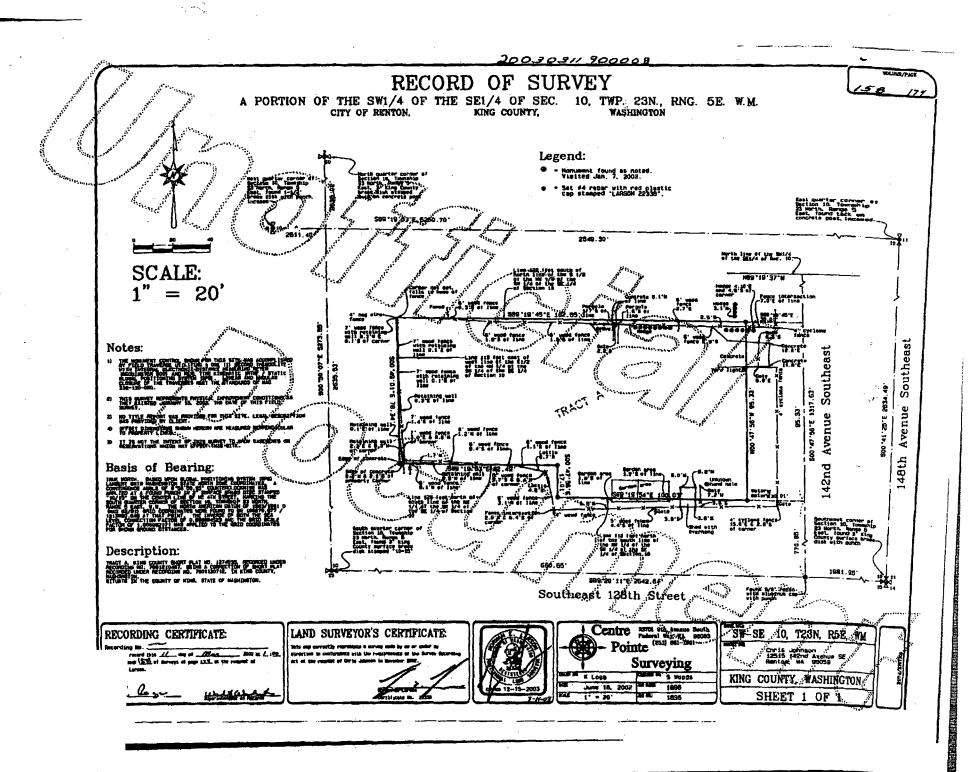
# PIELE ANNEXATION LEGAL DESCRIPTION

The North half (1/2) of the Southwest quarter of the Southeast quarter of Section 10, Township 23 North, Range 5 East, W.M., in King County, Washington,

TOCKTHER WITH that portion of the Northwest quarter of the Southeast quarter of Section 10, Township 23 North, Range 5 Bast, W M, in King County, Washington, per Superior Court Cause #90-2-00038-9

1184-118 2016317





Commitment No.: 4209-419473 Page 1 of 8



# First American Title Insurance Company OPMENT PLANNING CITY OF RENTON

(253) 471-1234 - (800) 238-8810 FAX (253) 671-5808

APR 2 1 2005

**Title Team Three** Fax No. (253) 671-5813

RECEIVED

File No.: 4209-419473

Your Ref No.: 9120AT

Grae Bean (206) 615-3275 gbean@firstam.com

**Kristina Ward** (253) 671-5811 kward@firstam.com

To:

**Seattle Escrow** 

6450 Southcenter Boulevard, Suite 106

Tukwila, WA 98188

Attn: Louann

Re:

Property Address: 14029 SE 124th Street, Renton, WA 98059

#### COMMITMENT FOR TITLE INSURANCE

Issued by

#### FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Section 1 and 2 of Schedule B.



Commitment No.: 4209-419473
Page 2 of 8

#### **SCHEDULE A**

1. Commitment Date: July 08, 2004 at 7:30 A.M.

2. Policy or Policies to be issued:

AMOUNT

**PREMIUM** 

TAX

Owners Standard Coverage

\$ 370,000.00 \$

1,250.00

Proposed Insured:

Langley Development Group, a Washington Corporation

**Extended Mortgagees Coverage** 

To Follow \$

110.00

Proposed Insured:

10 FOIIOV

. \$

To Follow

**Easement Coverage** 

\$

40.00 \$

3.52

3. (A) The estate or interest in the land described in this Commitment is:

Fee simple as to Parcel(s) A, an easement as to Parcel(s) B.

(B) Title to said estate or interest at the date hereof is vested in:

Robert Dykeman, presumptively subject to community interest of his spouse, if married on June 21, 1990

4. The land referred to in this Commitment is described as follows:
Real property in the County of King, State of Washington, described as follows:

#### Parcel A:

Lot 1 of King County Short Plat No. 480111, recorded June 18, 1982 under recording no. 8206180434, records of King County, Washington.

#### Parcel B:

An easement for ingress and egress over the North 30 feet of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 10, Township 23 North, Range 5 East, W.M., in King County, Washington. Except the East 30 feet thereof.

APN: 102305-912309



Commitment No.: 4209-419473
Page 3 of 8

#### SCHEDULE B SECTION I

#### **REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F) Other:
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:



Commitment No.: 4209-419473

#### SCHEDULE B SECTION II

#### **EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

- Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the City of Renton is at 1.78%. Levy/Area Code: 2146
- 2. General Taxes for the year 2004. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.:	102305-912309 1st Half	
Amount Billed:	<b>*</b>	1,209.32
Amount Paid:	\$	0.00
Amount Due:	\$	1,209.32
Assessed Land Value:	\$	128,000.00
Assessed Improvement Value:	\$	80,000.00
	2nd Half	
Amount Billed:	\$	1,209.32
Amount Paid:	\$	0.00
Amount Due:	\$	1,209.32
Assessed Land Value:	\$	128,000.00
Assessed Improvement Value:	\$	80,000.00

- 3. Evidence of the authority of the officers of Langley Development Group , to execute the forthcoming instrument, copies of the current Articles of Incorporation, By-Laws and certified copies of appropriate resolutions should be submitted <u>prior to closing</u>.
- 4. Question of identity of the spouse of Robert Dykeman on June 21, 1990, date of acquiring title. In addition, title is subject to matters which the record may disclose against the name of said spouse.
- 5. Easement, including terms and provisions contained therein:

**Recording Information:** 

347794

In Favor of:

Snoqualmie Falls and White River Power Company

For:

pole lines

6. Easement, including terms and provisions contained therein:

Recorded:

July 25, 1940

**Recording Information:** 

3112963 (Vol. 1912 Pg. 47)

In Favor Of:

Puget Sound Energy, Inc., a Washington corporation

For:

Electric transmission and/or distribution system



Commitment No.: 4209-419473

- 7. Any and all offers of dedication, conditions, restrictions, easements, fence line/boundary discrepancies, notes and/or provisions shown or disclosed by the filed or recorded map referred to in the legal description.
- 8. Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:

**Recording Information:** 

8309120539

9. Temporary Water Service Agreement and the terms and conditions thereof:

Between:

King County Water District No. 90

And:

G.W. Sutherland and Donna D. Sutherland, his wife

Recording Information:

8403230934

10. Easement, including terms and provisions contained therein:

**Recording Information:** 

8403230935

In Favor of:

King County Water District No. 90

For:

water mains

11. The terms and provisions contained in the document entitled "Bear Equal Costs of Maintenance,

Repair or Reconstruction of 124th Street Road"

Recorded:

November 13, 1987

Recording No.:

8711131412

12. The terms and provisions contained in the document entitled "Ordinance No. 4924"

Recorded:

January 4, 2002

Recording No.:

20020104002323



#### \_\_\_\_

## Commitment No.: 4209-419473 Page 6 of 8

#### **INFORMATIONAL NOTES**

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

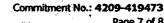
Lot 1, KCSP No. 480111, rec. no. 8206180434

APN: 102305-912309

- D. The following deeds affecting the property herein described have been recorded within 24 months of the effective date of this commitment: NONE
- E. All matters regarding extended coverage have been cleared for mortgagee's policy. The coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.

Property Address: 14029 SE 124th Street, Renton, WA 98059

F. According to the application for title insurance, title is to vest in Langley Development Group, a Washington Corporation.





#### 1. **DEFINITIONS**

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

#### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

#### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

#### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I

or

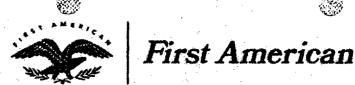
eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

#### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.





### First American Title Insurance Company

2101 Fourth Ave. Ste 800, Seattle, WA 98121 (253) 471-1234 - (800) 238-8810 FAX (253) 671-5808

#### PRIVACY POLICY

#### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

#### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values, a copy of which can be found on our website at www.firstam.com.

#### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means:
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

#### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial inclinations with whom we or our affiliated companies have joint marketing agreements. financial institutions with whom we or our affiliated companies have joint marketing agreements.

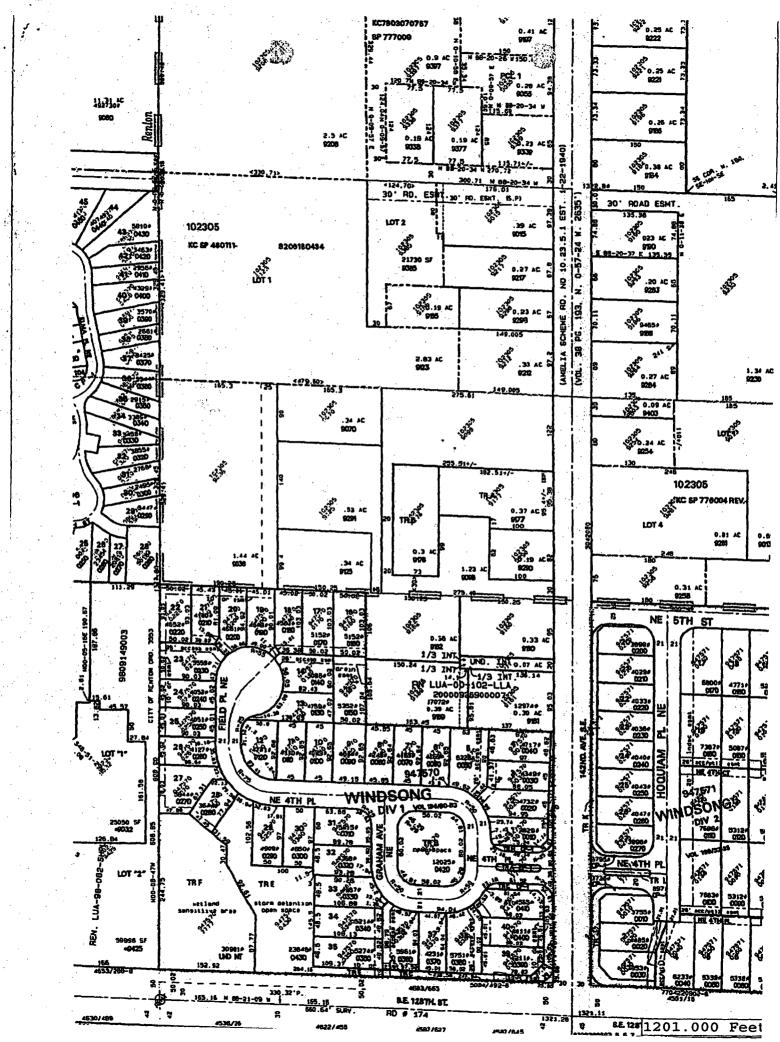
#### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

#### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

© 2001 The First American Corporation • All Rights Reserved





# First American Title Insurance Company

2101 Fourth Avenue, Suite 800 • Seattle, Washington 98121

(206) 728-0400 • 1-800-826-7718 • Fax: (206) 728-7219

**COPIES OF DOCUMENTS** 

when recorded, return to: Robert E. Dykeman c/o Janet McKinnon Mills and Cogan 30th Floor, Key Tower 1000 Second Avenue Seattle, WA 98104-1046

Filed for record at the request of ?

KING COUNTY EXCISE TAX PAID JÚN 22 1990

0/06/22 RECD F RECFEE CASHSL

7.00 2.00

#### SPECIAL WARRANTY DEED

The grantor, Bruce P. Kriegman, hankruptcy trustee, for and in consideration of \$10.00 in hand paid and pursuant to an order of the United States Bankruptcy Court for the Western District of Washington in that matter numbered 89-06198, said caption being In Re: Grover and Donna Sutherland, grants, bargains, conveys and confirms to Robert Dykeman, buyer, the following described real estate, situated in the County of King, State of Washington:

See attached.

The grantor for himself and for his successors in interest does by these presence expressly limit the covenants of the Deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming through or under said grantor and not otherwise, and will forever warrant and defend the said described real estate.

DATED this 2/54 day of June, 1990.

Bruce P. Kriegman, Bankruptcy Trustee for Grover and Donna Sutherland

06200101 Page 1

ORIGINAL

1 STAMES

STATE OF WASHINGTON COUNTY OF KING

On this 21 day of June, 1990, before me personally appeared Bruce P. Kriegman to me known to be the bankruptcy trustee for Grover and Donna Sutherland, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said trustee, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

the day and year first above written.

OFFICIAL SEAL MICHELLE S. VERLANDER PROVINCE STATE OF WASHINGTON AS COMMISSION EXPIRES: 12-4-91 NOTARY PUBLIC in and for the State of Washington, residing at: Botroll My commission expires: 12-4-41

LOT 1 OF KING COUNTY SHORT PLAT NO. 480111 AS RECORDED UNDER RECORDING NO. 8206180434, RECORDS OF KING COUNTY, WASHINGTON.

#### PARCEL A-1:

AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER THE NORTH 30 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THE EAST 30 FEET THEREOF.

#### PARCEL B:

THOSE PORTIONS OF SECTION 10, TOWNSHIP 23 NORTH, PANGE 5 EAST, W.H., IN KING COUNTY, WASHINGTON, DESCRIBED AS

THE WEST 25 FEET OF THE NORTH 90 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER; EXCEPT THE WEST 25 FEET THEREOF.

#### PARCEL B-1:

AN EASEMENT OVER THE SOUTH 15 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; EXCEPT THE WEST 333.20 FEET; AND EXCEPT THE EAST 30 FEET THEREOF; AND EXCEPT ANY PORTION THEREOF LYING WITHIN PARCEL A.

ALL SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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vol1912 mge 47 er called the Granter 3, part At of the first part, PUGET SOUND POWER & LIGHT COMPANY & Assessed That the Grantor\_\_\_ for and in consideration of the sum of One v\_) and other valuable editaiderations, receipt of which is highly acknowledged, hereby to the Granton, its successors and assigns, the right, privilege and sythesty to construct, erect, ite and maintain an electric transmission and distribution line, conglishing of a gays and anchors, and to place upon or ecapend from such poles transmission, distribution and signal wires thousand any sformers and other necessary or convenient appurtenances, across, over and upon the following described Ming. eltuated in the County of The Sound 1/2 of the Northwest. of the Southeast a Scotter of Granner milater Tract 7 Merice 5 Acre Microsoft other with the right stall times to the Grantoe, its successors and assigns, of ingree to the purpose of constructing, recently countries of operating said line, and the right at my time self-independent policy-wires and applicanences Also the right to the sontes sty successors and divigon, at all things to out all to

(FOR CORPORATE ACKNOWLEDGMENT) STATE OF WASHINGTON, COUNTY OF Notary Public in and for the State of Washington, RING SOUNDS ONING WASH

Grantes, party of the second part, and in consideration of the sum of DAE and TIRD Mather valuable considerations, receipt of which is hereby acknowledged, hereby convey sogre and assigns, the right, privilege and authority to construct, prect, alter, improve relation and distribution tine consisting of a SUNCE line of poles, with most or supplied from such poles transmission, distribution and algual wires, insulators, or The South 20 feet and East 25 feet of the fillinging tract - The East 12 19 West 12 of South 12 of North west 4 / South west a of southeast 4 and North sty of south west 4 of South ast & Section 10.
Town ship 23 North Runge 5 Just way. Along the South + East side of the above described times to the Grantee, its successors and sasigns, of ingress to and agrees from said lands across admiles the purpose of constructing, reconstructing, repairing, renewing, altering, changing, patrolling hority hereby granted shall continue and be in force until such time as the Grantes is a delicated the second se and remove said poles, wiree and appurtenances from said lands, or shall etherwise per

ibed in and who executed the within instrument, stary act and deed, for the uses and gurposes therein mentioned STATE OF WASHINGTON, ) COUNTY OF I, the undersigned, a Nighter Public do he Given under my hand and official fast the day and year in this certificate above written, (FOR CORPORATE ACKNOWLEDGMENT) HOBBIT & MORNIE CENTRAL CENTRA

DECLARATION OF CONDITIONS, COVERN REGARDING ANNEXATION TO A PUBLICATION FORMATION OF A UTILITY

In consideration of approva

(Building or Plat)

agree as follows:

e as follows:

1. I/We are the owners of property thin /ing which is legally described as follows

10. 10 00 11 71235 1/We have requested the issuance by King County of the following permit or approval for the above described property:

(Job No. or Plat No.)

- 3. Pursuant to King County Ordinance 5828, Section 4, the above described permit or approval is exempt from King County's requirements for fire hydrants and water mains.
- 4. Recognizing the above facts and in consideration of King County's issuance of the requested permit/approval:
- A. I/We hereby agree to join in the execution of a patition for, and not to protest, the annexation of the subject property to a public water district. For this purpose, I/we hereby designate the manager of the public water district to which annexation is proposed as our sign a petition pursuant to RCW 12.24 ...

local improvement district for purposes of providing water.

petition for and not to protest delege

\$::12 11.77.15

ants consistent with applicable King County purpose, I/we hereby designate the manager district responsible for the local improveagent authorized to sign a petition pur-060 on our behalf. rion of Conditions, Covenants and Restri been our heirs assignees and successors in mers of the above-described property and is soverable use he with the land Hills in the condition of Conditions, Covenants and Restrics tions shall there be released without the express written approval of the Ainci County Fire Marshal or his successor. (Signature) On this Laday of \_\_\_\_\_\_, 190 , before me personally Bur on to much health do to me known to be the (individuals) (\_\_\_\_ of the corporation; described herein and who executed the foregoing instrument is their free and voluntary act and deed for the uses and purposes herein mentioned. Witness my hand and seal hereto affixed the Notary Rublic in and for the state of Washington, residing

PUGET POWER EASEMENT FOR UNDERGROUND ELECTRICS

NGINAL

. W. SUPHERLAND AND DONNA D. SUTHERLAND, husbar and best

["Granter" hereint grants conveys and warrants to PI GET SOUND POWER a LIGHT MOANT awainington corporation ["Grantee" herein), for the purposes hereinafter set furth a perponal range of account and over the following described real property (the "Property" herein)

Lot 1, as delineated on King County Short Place (1) recorded under Auditor's File No. 8206180494

Situate in the Southwest quarter of the South 100 of Section 210, Township 23 North, Range 5 East, W.M. 100 of the South Control of the

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Except as may be otherwise set forth herein Grantee's rights shall be exercised upon the restriction of the Property (the "Right

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i. northerly 30 feet of the easterly 20 feet of said Lot 1.

SECORDED HAS DAY

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SION OF

1% EXCISE TAX NOT REQUIRED

King Co. Records Division
Deputy

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities. Grantee may from time to time construct such additional facilities as it may require.

Access, Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights bereunder, provided that Grantee shall compensate Granter for any damage to the Property caused by the exercise of said right of access.

3. Obstructions; Landscaping, Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level-and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediatel, prior to such work. Following the installation of Grantee's underground facilities. Grantee any undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and

4. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or amenith Grantse's facilities on the Right-of-Way, or enclanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way, or enclanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.

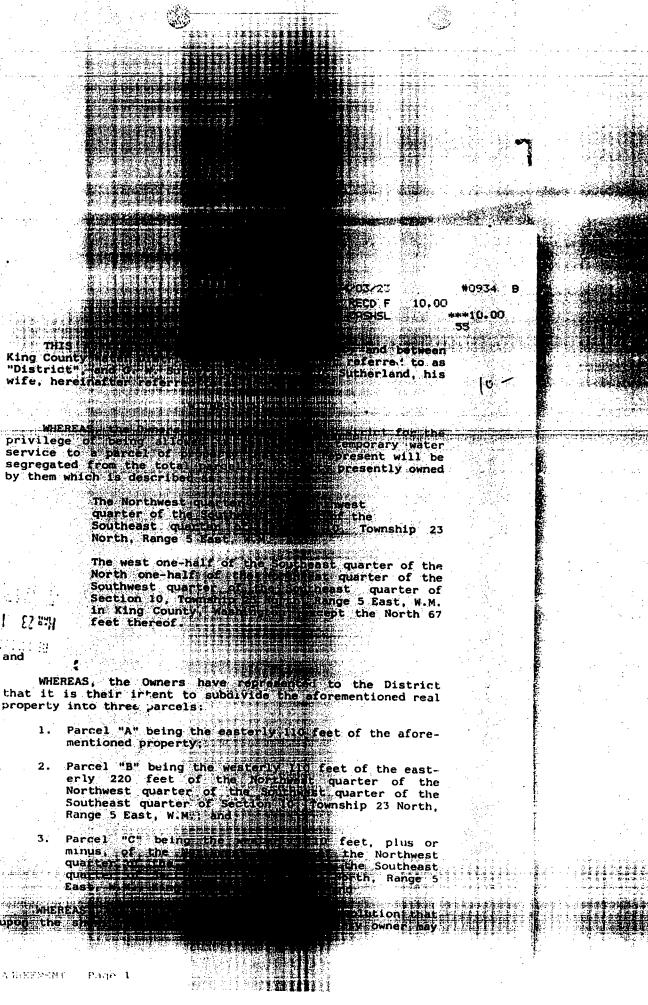
5. Indemnity By accepting and recording this easement. Grantee agrees to indemnity without hands (Grantee from any and all claims for injuries and or damages suffered by any person which may be caused to the content of the content

4. Abardonnent, The rights herein granted shall continue until societies. The period of two [5] successive years, in which event this passiment shall be continued that no abardonnent shall be deemed to have occurred by trassifications on the Right-of-Way within any period of time from the date herein.

A STATE OF THE STATE OF

7. Successors and Assigns. The rights and obligations of the parties shall intire to the Borofit of and be hinding upon their

IRANU 35 C. V. SUTHERLAND & DONNA D y ippediet helmm me S described in and who executed the within and fore the LT free and voluntary act and deed for the 15 day of 14 Notary Public in and for the State residing at On this day personally appeared before me. to me known to be the individual \_\_\_\_ described in and who executed the within and foregoing instrument, and a signed the same as \_\_\_\_\_ free and voluntary and and deed for the uses and purposes therein a . day of GIVEN under my hand and official seal this ... Notary Public in and for the State of Washington. residing at ........ STATE OF WASHINGTON COUNTY OF On this day personally appeared before meto me known to be the individual \_\_\_\_ described in and who executed the within and foregoing instrument, and acknowled signed the same as \_\_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein ment GIVEN under my hand and official seal this. Notary Public in and for the State of Washington. residing at STATE OF WASHINGTON CORPORATE ACKNOWEELGMENT COUNTY OF , before me, the understaned, pagent On this the corporation that Freezier 3 To the free and voluntary act and deed of said eneporational memuin do affixed the day and year first above writing



ath area of his property if same is place of the ing is guaranteed and occurs within a process of the same is placed.

cticAS, the Commissioners do find that it would be in interest of the District and the parties hereto, to its privilege to the Owners herein, provided their is subdivided into the three parcels aforementioned present and provided further, that certain essement itself to the District for its future use;

### NOW, THEREFORE, IT IS AGREED:

That the Owners do hereby covenant, promise and het they shall complete their proposed short plat of property not later than March 30, 1985; or in the alternative, the Owners shall pay to the District the sum of as and for the cost of and/or the partial cost of the construction of a future water main pursuant to the fittion No. 352;

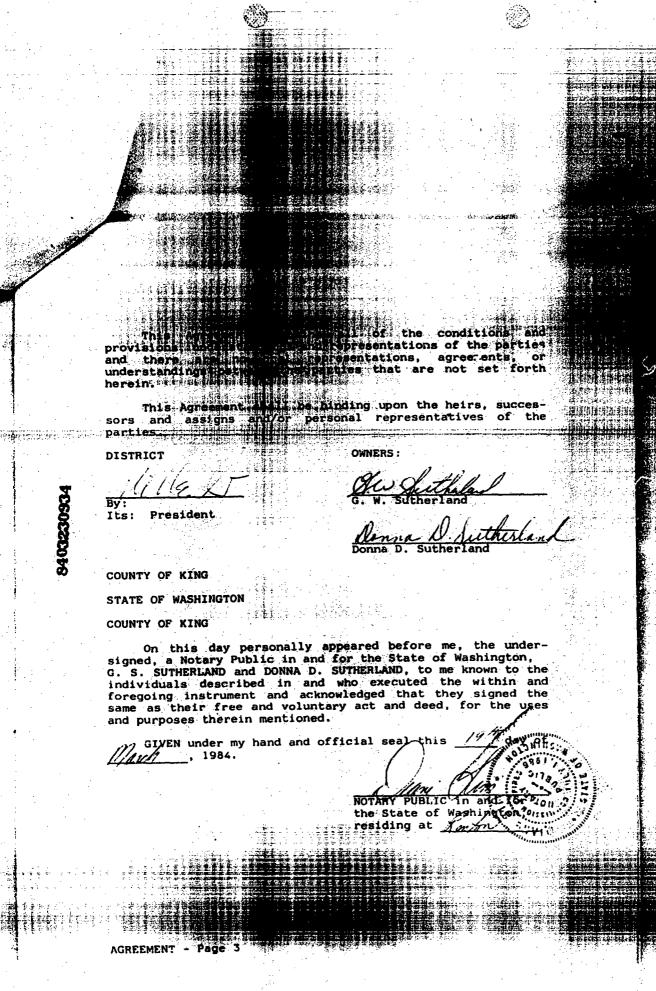
That the Owners do and/or have paid to the District sum of \$ 1.760 pursuant to Resolution 352 for the popular to the property which is set forth as the property which is set forth as the property which is set forth as the property which is attached hereto.

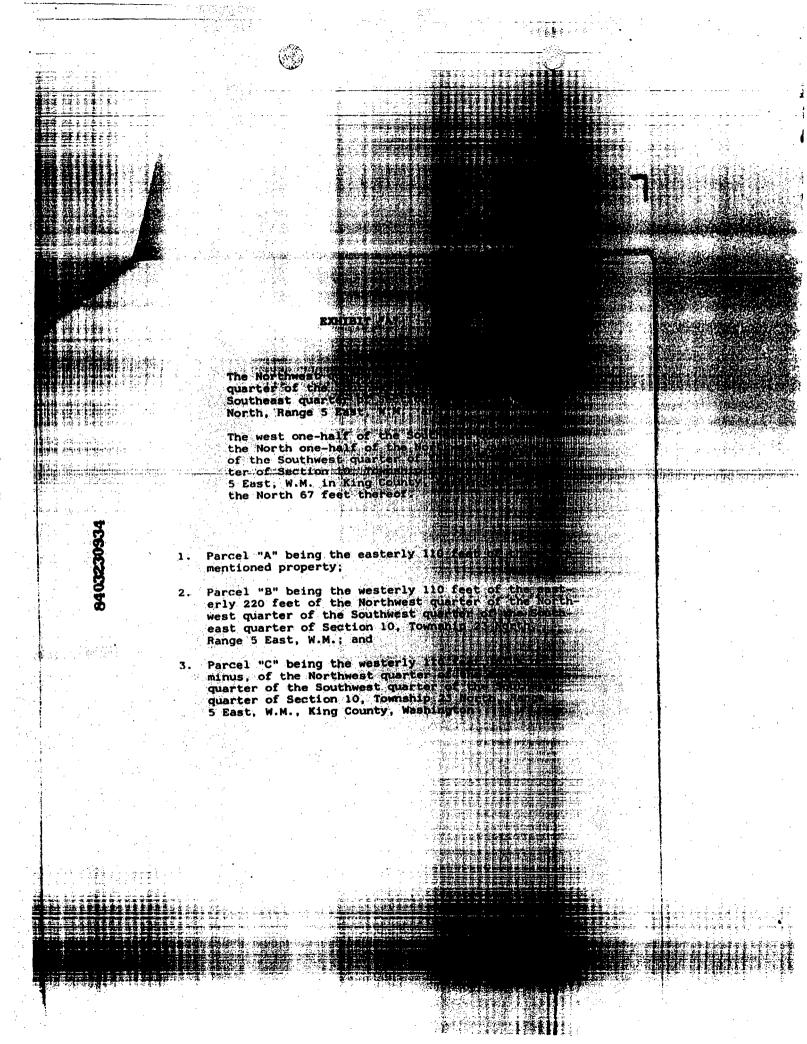
That the Owners have acquired and/or granted the camerines which are attached hereto as Exhibits "B" and "C" and do grant and/or transfer said easements to the District for the District's benefit and as part of the consideration of the provisions and conditions herein.

The District does agree to allow Owners the privilege of establishing a temporary service to the easterly 110 feet of their property which is described as Parcel "A" in Exhibit "A" which is attached hereto; upon the condition that said property is successfully subdivided and said subdivision finalized on or before March 30, 1985; it being clearly understood that if same is not accomplished, then, in that

The Owners shall have ten (10) days to pay to the District the aforementioned sum for their remaining 220 feet more or less of their property; or 221 to the District the aforement to the District the Aforement to the District the District

Me District shall disconnect water service to the second state of the second state of







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Tounty Water District No. 90, a
County, Washington, hereinafter
W. SUTHERLAND, and DONNA D.

The termed the "Grantor":

### TTNESSETH:

for a valuable consideration of ty of water, receipt of which is Grantor does by these presents converts and appurtenances under, through, above all ty of together with all after acquired title of the

10 feet of the Northwest quarter of the Northwest quarter of the Southwest quarter of the Southwest quarter of the Southeast Quarter of Section 10, Township 23 North, Range 5 East, W.M. in King County Washington.

If the property of the Grantor at the time of granting this easement platted, but is platted prior to the this easement platted, but is platted prior to the recording of comment, then the Grantor does hereby authorize the transfer add to this Agreement the designation (Volume and part et cetera) of such plat.

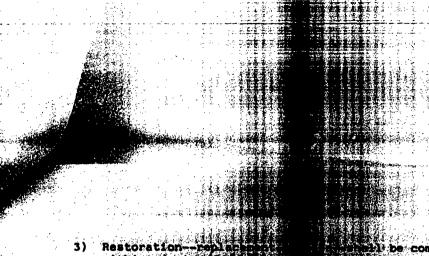
The Granton somewhedges that part of the consideration being paid by the Grantee is for any and a'l damage resulting to or resulting hereafter from the possible interference of the natural flow of surface waters by Grantee's digging of pipelines which may disturb the soil composition within said easement.

The said Grantse shall have the right, without prior institution of any suit or proceeding at law, as such time as may be necessary, to enter upon the easement for the purpose of constructing, repairing, altering or reconstructing said water mains of the purpose water mains of the purpose incurring any connections herewith, without incurring any colligation or liability therefor, provided:

Nater District No. 90, will restore the to a condition as good as or premises were prior to entry by the district No. 90;

Exercise its best efforts not to take improvements on the easement.

It does so, it shall repair and/or improvements;



- within ninety the Grantee to repair will that is Grantee's entry upon
- 4) The above set forth conditions shall apply not only to the initial construction but also to any re-entry by the Grantee that becomes sagessary for repair and maintenance of the water lie on said easement.

  5) Any damage and/or removal of any ornamental tree, shrub, fence, or rockery shall be replaced within the aforementioned ninety [30] day period by the Grantee.
- Grantee.

The Grantor shall retain the right to use the surface of the easement if such use does not interfere with installation of the water main. However, the Grantor shall not erect buildings or structures of a permanent nature on the easement during the existence of said easement.

The easement, during its existence shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns of both of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals this day of March , 1984 .

STATE OF WASHINGTON

COUNTY OF KING

On this day of \_\_\_\_\_\_, 198 \_\_\_\_, the undersigned, a Notary Public in and for the State of Washington, personally appeared G. W. SUTHERLAND and DONNA D. SUTHERLAND, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and the same as their free and the same as their free and the same as the

GIVEN under my hand and

NOTARY PUBLIC in and for the State of Washington. residing at



Exhibit C

#### BASEMENT

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### WITNESSETH:

That the said Grantor for a valuable consideration of the DOLLARS (\$10.00), receipt of which is hereby acknowledged that the Granton does by these presents comes stranton warrant unto the Grantee a perpetual easement for water mains and appurten-ces under, through, above, across, the follows ing described property situated in King County, Washington together with all after acquired title of the Granton therein, and more particularly described as follows:

The North 30 feet of the Northeast quarter of the Northwest quarter of the Southwest quarter of the Southwest quarter of Section 10, Township 23 North, Range 5 East, W.M. in King County, Washington.

If the property of the Grantor at the time of granting this easement is not platted, but is platted prior to the recording of this document, then the Grantor does hereby authorize the Grantee to add to this Agreement the designation (Volume and page, et cetera) of such plat.

The Grantor acknowledges that part of the consideration being paid by the Grantee is for any and all damage resulting to or resulting hereafter from the possible interference of the natural flow of surface waters by Grantee's digging of pipelines which may disturb the soil composition within said easement.

The said Grantee shall have the right, without prior institution of any suit or proceeding at law, as such time as may be necessary, to enter upon the easement for the purpose of constructing, repairing, altering or reconstructing said water mains, or making any connections herewith, without incurring any legal obligation or liability therefor, provided:

1) The Grantee, Water District No. 90, will restore
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11 Autor's premises were prior to entity and the premises were prior to be an entity and the premises were prior to be also and the premises were premises were prior to be also and the premises were premises were premises were premises and the premises were premises were premises and the premi

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ce said improvements;

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shall apply not only at also to any re-entry by the comment of the

any ornamental tree. to be replaced within 190 day period by the

ent to use the surface of the fore with installation Grantor shall not erect nature on the easement

The Grantor shall the the easement if such the of the water main the buildings or structure during the existence of says. The easement; during its existence, shall be a covenant running with the land and shall be binding on the successors; heirs, and assigns of both of the parties hereto.

IN WITNESS WHEREOF THE HAVE LET our hands and seals this day of Watth

STATE OF WASHINGTON ) ...

COUNTY OF KING

On this day of 198., the undersigned, a Notary Public in and for the State of Washington, personally appeared JERRY MADISON and TULIE MADISON, to me known to be the individuals described in and who executed the within and foregoing that were the moviedged that they signed the same as the control of the uses and sured.

ciay of seal, this

the State of Washington, residing at

PAREMENT - page 2

Exhibit 18

BASEMENT

WITNESSETH:

That the said Grantor for a valuable consideration of property of the availability of water, receipt of which is hereby acknowledged by the Grantor, does by these presents convey, grant and warrant unto the Grantee a perpetual easement for water mains and appurtenances under, through, above, across, the following described property situated in king County, Washington, together with all after acquired title of the Grantor therein, and more particularly described

RECD F

MANUAL STATES

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The North 30 feet of the Northwest quarter of the Northwest quarter of the Southwest quarter of the Southwest Quarter of Section 10, Township 23 North, Range 5 East, W.M. in King County, Washington.

If the property of the Grantor at the time of granting this easement is not platted, but is platted prior to the recording of this document, then the Grantor does hereby authorize the Grantee to add to this Agreement the designation (Volume and page, et cetera) of such plat.

The Grantor acknowledges that part of the consideration being paid by the Grantee is for any and all damage resulting to or resulting hereafter from the possible interference of the natural flow of surface waters by Grantee's digging of pipelines which may disturb the soil composition within said easement.

The said Grantee shall have the right, without prior institution of any suit or proceeding at law, as such time as may be necessary, to enter upon the easement for the purpose of constructing, repairing, altering or reconstructing said water mains, or making any connections herewith, without incurring any legal obligation or liability therefore provided:

1) The Grantee, Water District No. 90% will design of Grantor's property to a condition as decreased better than the premises were prior to environmental Grantee, Water District No. 90%

damage any private improvements on the herein, but if it does so, it shall repair and/or replace said improvements;



ement -- repair -- shall be completed (So days of the date of any entry by the days of the date of any entry by the days of the tter than existed prior ntry upon the easement.

- The above set forth conditions shall apply not only to the initial construction but also to any re-entry by the Grantee that becomes necessary for repair and maintenance of the water line on said easement.
- 5) Any damage and/or removat of any ornamental tree; shrub, fence, or rockery shall be replaced within the aforementioned ninety (90) day period by the

The Grantor shall retain the right to use the surface of the easement if such use does not interfere with installation However, the Grantor shall not erect of the water main. buildings or structures of a permanent nature on the easement during the existence of said easement.

The easement, during its existence, shall be a covenant running with the land and shall be binding on the successors, heirs, and assigns of both of the parties hereto.

IN WITNESS WHEREOF, we have set our hands and seals this day of Missell

Sutherland Sutherland

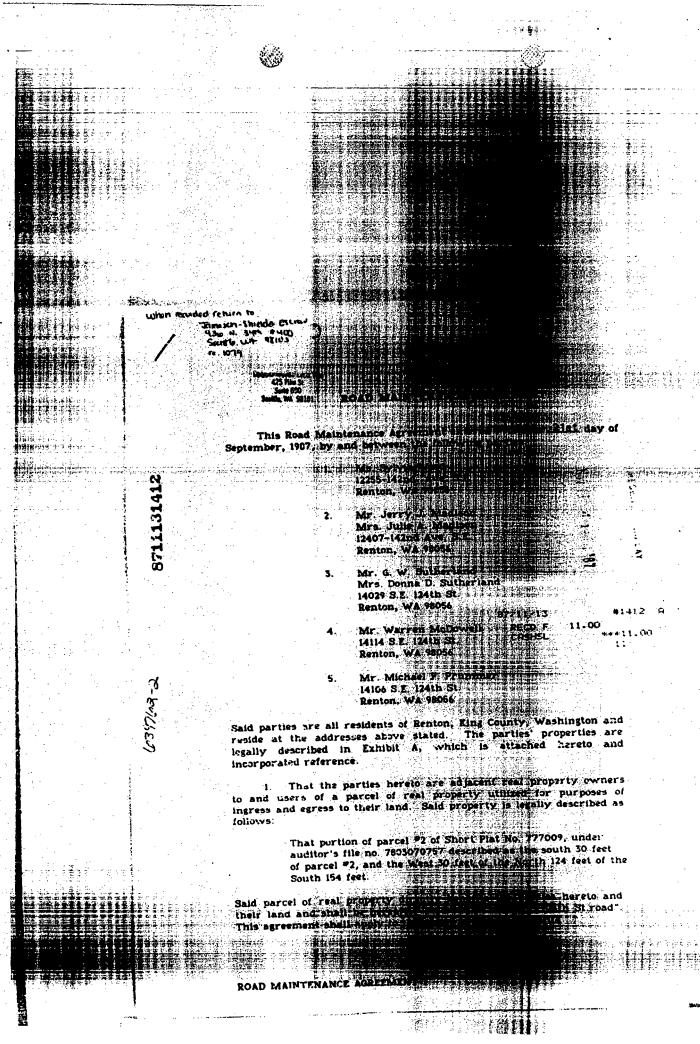
STATE OF WASHINGTON

COUNTY OF KING

19 day of , 198 $\underline{\mathscr{V}}$ , the undersigned, a Notary Public in and for the State of Washington, person ally appeared G. W. SUTHERLAND and DONNA D. SUTHERLAND, come known to be the individuals described in and who executeffutness within and foregoing instrument and acknowledged that pleys, signed the same to the tribes and voluntary act and deed the user and process the user and u

the State of Washington,

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Intersection 142nd Ave. S.E. Said road is appreciate 142nd Ave. S.E. Said road is 1500.71' in length, running west from 142nd Ave. S.E. Said road is 1500.71' in length, running west from 142nd Ave. S.E. Said road is 1500.71' in length, running west from 1500.71' in length, running horth from 1500.71' in length, running horth from 1500.71' in length, running west from 1500

THE PARTY OF THE PERSON NAMED IN

share equally in the country of expenses of maintaining the 124th St. road in good country.

"In good repair that the same as providing a road which is safe to be utilized without the parties of damage to ones person or vehicles. Determination is seed of maintenance or repair on said road shall be determinated to be parties hereto or their successors or assigns in interest. Each residence shall have one vote.

This agreement shall run with the lard of the parties hereto, so long as said party utilizes the pott. St. road as ingress and/or egress to their property. Heavy party should transfer or convey their property in any manner, this obligation of maintenance and repair to the 124th St. road shall be conveyed as a part of said transfer or conveyance.

Should any party for fatter necessitate use of the road as an ingress or egress to their property, want party shall give notice in writing to all other parties hereto for their successors or assigns of interest) of the intent to discontinue the use of said 124th St. road and thus relieving said party of any obligation to maintain and right to use said road.

3. That this agreement may be amended or modified from time to time by a majority agreement of the parties hereto.

Donna D. Sutherland Warren McDowell

STATE OF WASHINGTON

COUNTY OF KING

Donna On this day personally appeared before me Q. W. Sutherland and described in and who executed the withinstand diversing instrument, and acknowledged that they signed be same as their free and voluntary act and deed, for the time, and purposes therein mentioned.

GIVEN under my hand and official seal this 2 landing of September, 1987.

> NOTARY PUBLIC th and for the State of Washington, residing at Mountlake Terrace Commission expires: 8/21/90

STATE OF WASHINGTON

COUNTY OF KING

On this day personally appeared before me Michael F. Prummer to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowle, ed that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st cay of Sept.mber, 1987

> NOTARY PUBLIC in and for the State of Washington, residing at Suntlake Terrace Commission expires: 8/21/90

ROAD MAINTENANCE AGREEMENT 4

STATE OF WASHINGTON COUNTY OF KING On this day personally appeared before me \_ Narran McDowell to me known to be the individualist described in and who executed the within and foregoing instrumentall and acknowledged that he signed the same as his and voluntary act and deed, for the uses and purposes the same mentioned. October GIVEN under my hand and cificial seal this 8th day NOTARY PUBLIC in and for the State of Washington, residing at Hountlake Terrace Commission expires: 8/21/90 ROAD MAINTENANCE AGREEMENT 5

STATE OF WARRING COUNTY OF EING

on this set of the second wood

described in the control of the same as her free and woluntary and according to the same as her free and woluntary and according to the same as her free and woluntary and according to uses and purposes therein mentioned

GIVEN under my hand like official seal this list day of September, 1987.

NOTARY PUBLIC in and for the State of Washington, residing at Hountlake Terrace

Commission expires: 8/21/90

STATE OF WASHINGTON

COUNTY OF KING

On this day personally appeared before me Jerry J. Madison and Julie A. Midison to me known to be the individual(s) described in and who executed the within and foregoing instrument, and an analysis and the same as those first and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of September, 1987.

> NOTARY FUBLIC in and for the State of Washington, residing at Hountlake Terrace

Commission expires: 8/27/90

The legal description of the real property benefiting from the Road Maintenance Agreement is listed hereinater and such is incorporated into said Agreement of which this Exhibit A is attached The legal description of the real projects of

Owner: Sylvia Wood

Address: 12255-142nd Ave. S.E., Renton, WA 98056

Tax Acct. No.: 9338-00 and 9208-07

Legal Description: (5338-00) The East 77% feet of the West 107.5 feet of the North 124 feet of the South 154 feet of the East half of the South half of the Southwest quarter of the Northwest quarter of the Southeast quarter of Section 10, Township 23 north, Rauge 5 east, W.M.

(9208-07) The West half of the South half of the Southwest quarter of the Northwest quarter of the Southeast quarter of section 10, Township 23 North, Range 5 East, W.M.

Owner: Jerry J. Madison and Julie A. Anderson Address: 12407-142nd Ave. S.E., Renton, WA 98056

Tax Acct. No.: 9385-02 and 9015-00

Legal Description: (9385-02) Lot 2 of King County Short Plat No. 480111, King County Auditor's File No. 8206180431.

(9015-60) The easterly 206.01 feet as measured along the North line of the North half of the North half of the Northwest quarter of the Southwest quarter of the Southeast quarter of Section 10, Township 23 North, Range 5 East, W.M.

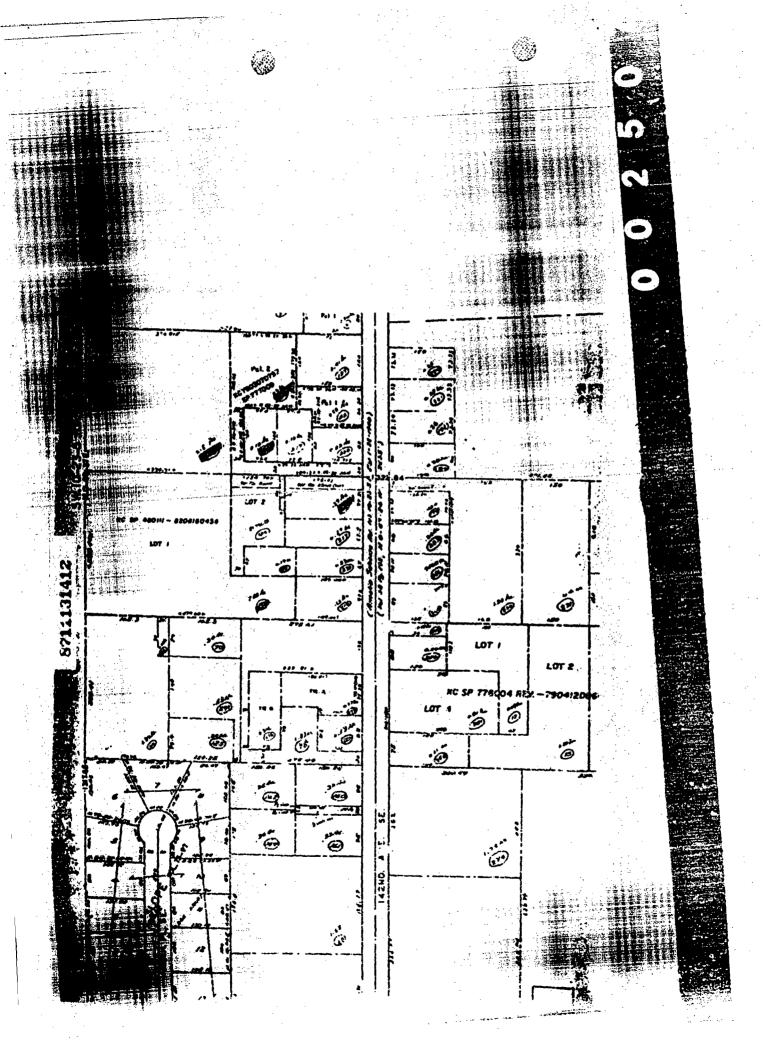
Cweer: G. W. Sutherland and Donna D. Sutherland Address: 14029 S.E. 124th St., Renton, WA 98056 Tax Acct. No.: 9123-09

Legal Description: Lot 1 of King County Short Plat No. 480111. King County Auditor's File No. 8206180431

Owner: Warren A. Mollowell Address: 14114 S.Z. 124th St., Renton, WA 9805 Tax Acct. No.: 9377-02

Legal Description: The East 77.50 feet of the West 185 feet of the North 124 feet of South 154 feet of the East half of the South half of the Southwest quarter of the Northwest quarter of the Southeast quarter of Section 10, Township 23 North, Range 5 East, W.M.

Owner: Michael F. Prummer Addx 255: 14106 S.E. 124th St., Renton, WA 98056 Tax Acct. Mo.: 9397-08 Legal Description: Parcel #2 of King County Shore Plan 777009, King County Auditor's File No. 780507075



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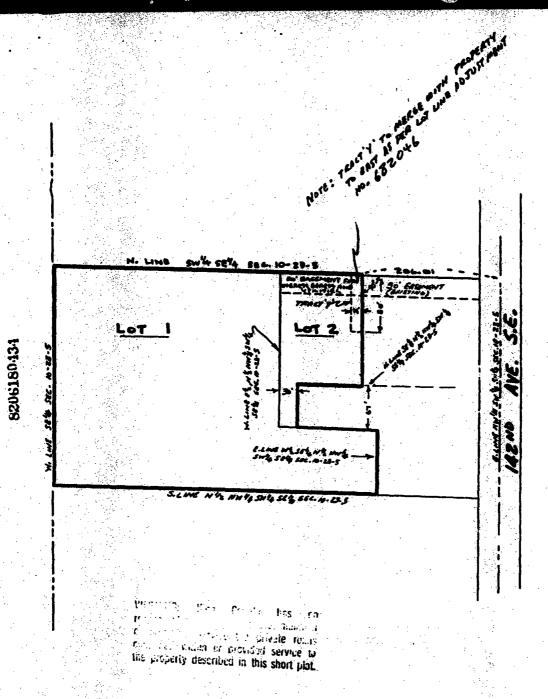
176 feet of the East 206.01 feet, as measured along the North line of said North half of the Northwest quarter of the Southwest quarter of the Southwest quarter.

The West half of the following described property:
The Southeast quarter of the North half of the Northwest quarter of the Southeast quarter of Section 10, Township 23 North, Range 5 East, W.M., in King County, Nashington;
EXCEPT the North 67 feet thereot;

### PARCEL 3

The West 30 feet of the North 67 feet of the Southeast quarter of the North half of the Northwest quarter of the Southwest quarter of the Southeast quarter of Section 10, Township 23 North, Range 5 East, W.M., in King County, Washington.

102305- 9123, 9207 SW14 OF SEX Map on File in Vault 480 111



Map on File in Vault

Direction:

Scale: /\*:/00'

Short Plat No: 480111

Page Z of 5



COVENANTS. CONDITIONS, AND RESTRICTIONS RUNNING WITH THE LAND:

Tract (a) 36 64 SEMENT , designated upon the plat as a private road and thoroughtare, is described in the King County Comprehensive plan as a "local access street or road" and in accordance with the standards therein, may be required for future County street, road, or thoroughfare.

- 1. The owner, his grantees and assigns, hereby agree to dedicate Tract(s) So CASEMENT to King County for right-of-way and street purposes, at such time as said Tract(s) So CASEMENT is/are needed for those purposes. A Deed conveying Tract(s) To CASEMENT to King County shall be executed by the owner, his grantees and assigns, and shall be delivered to King County upon demand.
- 2. The owner, his grantees and assigns, hereby agree(s) to participate in, and/or not oppose or protest, the formation of a County Road Improvement District (CRID) pursuant to RCW 36.88 or any Road Improvement project sanctioned by King County which is designed to improve Tract(s) \*\*SESSEMENT\*\* and the immediate street system of which it is a part.

Timing of the formation of said CRID or other road improvement project shall be determined by King County. The street improvement authorized by the CRID or other road improvement project shall call for the improvement of Tractime 3 farming and its immediate street system to at least the minimum king County road standards applicable to the CRID or other road project is formed; provided that, in situations where there is a multiple ownership of properties participating in the formation of the CRID, or other road improvement project, if a majority of the property owners want a higher standard, i.e., curbs, gutters, underground drainage, etc., that standard shall prevail.

Page 3 of 5

STATE OF WASHINGTON )
) ss.
COUNTY OF KING )

On this day personally appeared before me JERRY J. MADISON and JULIE A. MADISON, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of

ABCONDER'S NOTES

Notary Publication and for the State of Washington, residing at Tulsal Way.

STATE OF WASHINGTON )

COUNTY OF KING )

On this day personally appeared before me G. W. SUTHERLAND and DONNA D. SUTHERLAND, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this day of 1981.

Notary Public In and for the State of Washington, residing at 7 chest way

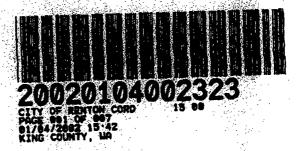
S.P. 480111

In witness whereof we have set our hands and seals. James D. Mulvehill Home Wichbinstoffex Reserves and Books HEX RESERVES J. Madison & Julio A. Madison STATE OF WASHINGTON ) County of On this day personally appeared before me \_\_\_ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that signed the same as voluntary act and deed, for the uses and purposes therein mentioned. GIVEN under my hand and official seal this day of Notary Public in and for the State of seal STATE OF WASHINGTON ) 58. County of On this day personally appeared before no \_\_\_\_\_\_ to me known to be the individual described in and who executed the within and foregoing \_ signed the same as \_\_\_\_\_\_\_ GIVEN under my hand and official seal this day of 21 Notary Public in and for the State of Washington, residing at 1

SHORT PLAT NO. 480//

Page 5 of 5

Return Address:
City Clerk's Office
City of Renton
1055 S. Grady Way
Renton WA 98055



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CERTIFICATE

I, the undersigned City Clerk of the City of Renton, Washington, certify that this is a true and correct copy of ARP. 4924 Subscribed

and scaled this 30 day of Nov , 20 0/

CITY OF RENTON, WASHINGTON CITY E

ORDINANCE NO. 4924

AN ORDINANCE OF THE CITY OF RENTON, WASHINGTON ANNEXING CERTAIN TERRITORY OF THE CITY OF RENTON (PIELE ANNEXATION; FILE NO. A-01-001)

WHEREAS, under the provisions of RCW 35A.14.120 as amended, a petition in writing requesting that certain territory contiguous to the City of Renton, as described below, be annexed to the City of Renton, was presented and filed with the City Clerk on or about October 18, 2000; and

WHEREAS, prior to the filing and circulation of said petition for annexation to the City of Renton, the petitioning owners notified the City Council of their intention to commence such proceedings as provided by law, as more particularly specified in RCW 35A.14.120, and upon public hearing thereon, it having been determined and the petitioning owners having agreed to assume the pre-existing bonded indebtedness of the City of Renton as it pertains to the territory petitioned to be annexed; and to accept that portion of the City's Comprehensive Plan as it pertains to the territory including the applicable Zoning Code relating thereto; and

WHEREAS, the King County Department of Assessments has examined and verified the signatures on the petition for american and determined the assessed valuation of all the properties, the same being in excess of sixty percent (60%) of the area to be annexed, in value, as provided by law, and the petition also setting forth the legal description of the property according to government legal subdivision or plat, and the Economic Development, Neighborhoods and Strategic Planning Department of the City of Renton having considered and recommended the annexing of said property to the City of Renton; and

### ORDINANCE NO 4924

WHEREAS, the City Council fixed August 6, 2001, as the time and place for public hearing in the City Council Chambers, City Hall, Renton, Washington, upon the petition and notice thereof having been given as provided by law, and

WHEREAS, pursuant to said notices public hearings have been held at the time and place specified in the notices, and the Council having considered all matters in connection with the petition and further determined that all legal requirements and procedures of the law applicable to the petition method for annecation have been met; and

WHEREAS, the King County Boundary Review Board having deemed the "Notice of Intention" approved as of October 23, 2001;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RENTON, WASHINGTON, DO ORDAIN AS FOLLOWS

SECTION I. The findings, recitals, and determinations are hereby found to be true and correct in all respects. All requirements of the law in regard to the americation by petition method, including the provisions of RCW 35A.14.120, 130, 140 and 150, have been met. It is further determined that the petition for annexation to the City of Renton of the property and territory described below is hereby approved and granted, the following described property being contiguous to the City limits of the City of Renton is hereby annexed to the City of Renton, and such annexation to be effective on and after the approval, passage, and publication of this Ordinance; and on and after said date the property shall constitute a part of the City of Renton and shall be subject to all its laws and ordinances then and thereafter in force and effect, the property being described as follows



See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein

[Said property, approximately 20 acres, is located approximately 600' north of NE 4" Street in two approximately 10-acre tracts located along both sides of 142" Ave SE]

and the owners-petitioners of the property shall assume the pre-existing bonded indebtedness of the City of Renton as prescribed in RCW 35A 14.120 as it pertains to the property, and the property to be subject to the City's Comprehensive Plan and Zoning Code

SECTION II. This Ordinance shall be effective upon its passage, approval, and five days after its publication.

A certified copy of this Ordinance shall be filed with the King County Council, State of Washington, and as otherwise provided by law

PASSED BY THE CITY COUNCIL this 26th day of November 200

Marilyn J. Peterson, City Clerk

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APPROVED BY THE MAYOR this 26th day of November , 2001.

Jesse Tanner, Mayor

Approved push form

Lawrence J. Warren, City Attorney

Date of Publication: 11/30/2001 (Summary)

ORD.937.11/20/01:ma

### ORDINANCE NO. 4924

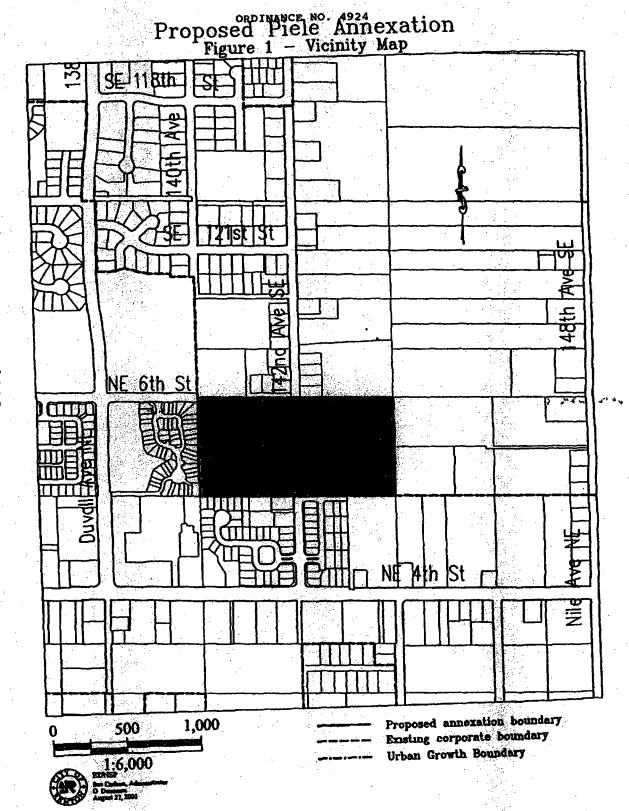
### EXHIBIT "A"

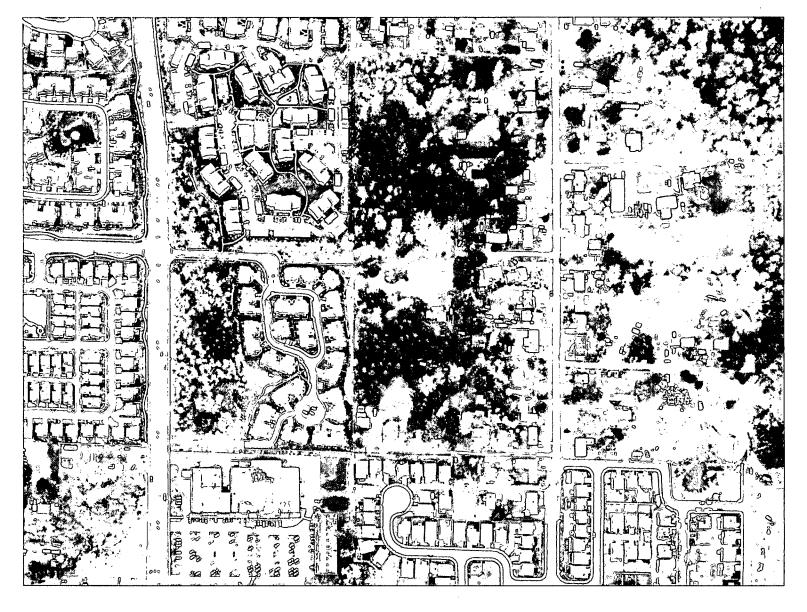
### PIELE ANNEXATION LEGAL DESCRIPTION

The North half (1/2) of the Southwest quarter of the Southeast quarter of Section 10, Township 23 North, Range 5 East, W.M., m King County, Washington,

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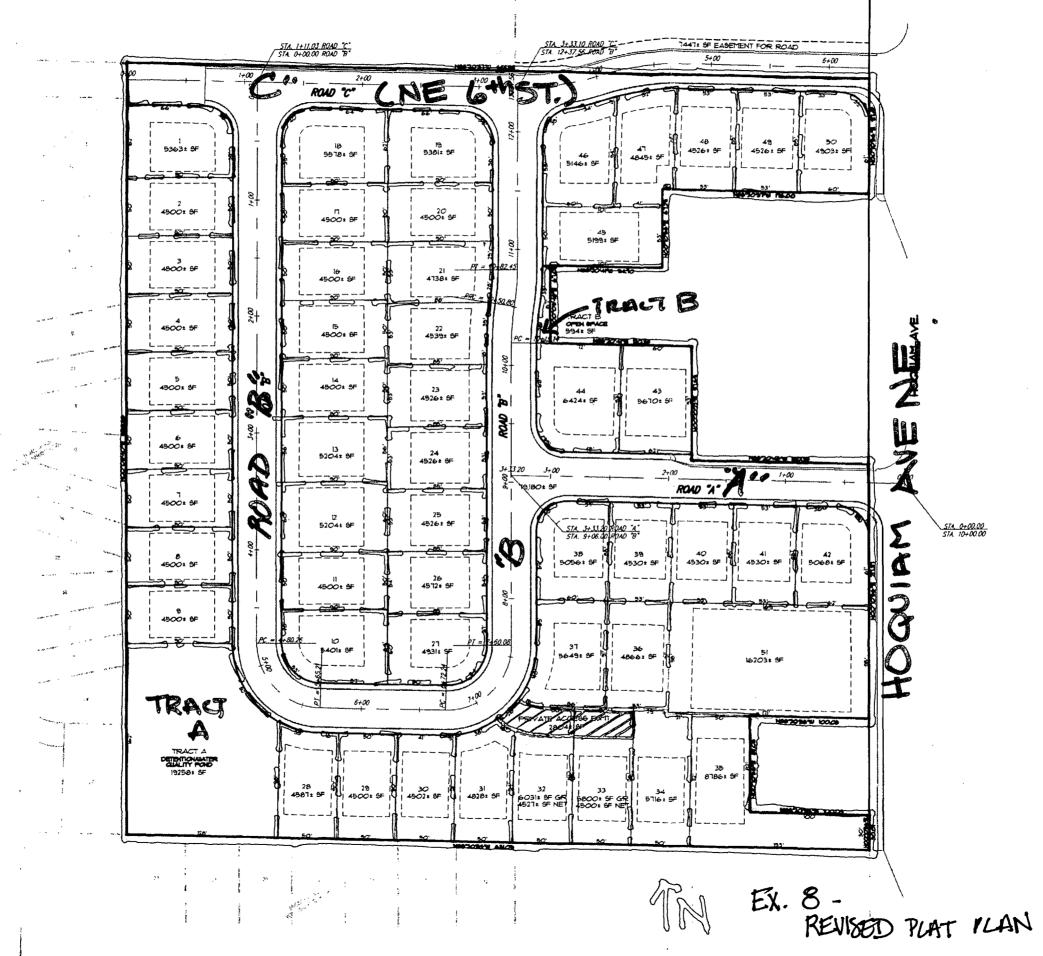
TOGETHER WITH that portion of the Northwest quarter of the Southeast quarter of Section 10, Township 23 North, Range 5 East, W M, in King County, Washington, per Superior Court Cause #90-2-06038-9





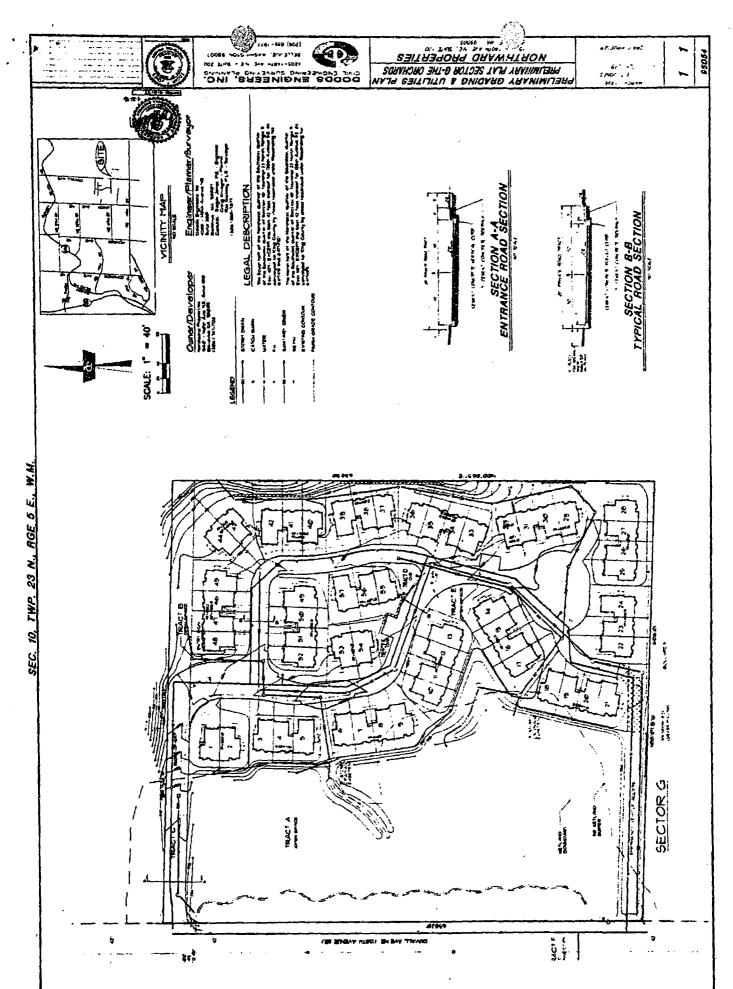
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### CITY OF RENTON FIRE PREVENTION BUREAU

### **MEMORANDUM**

DATE:

November 30, 2004

TO:

Susan Fiala, Senior Planner

FROM:

Jim Gray, Assistant Fire Marshal

SUBJECT: Honeybrooke West, Hoquiam Ave. NE

Fire Department Comments:

1. A fire hydrant with 1000 GPM fire flow is required within 300 feet of all new single-family structures. If the building square footage exceeds 3600 square feet in area, the minimum fire flow increases to 1500 GPM and requires two hydrants within 300 feet of the structure.

- 2. A fire mitigation fee of \$488.00 is required for all new single-family structures.
- 3. Fire Department access roadways require a minimum 20 Foot paved roadway.
- 4. All building addresses shall be visible from the public street

Please feel free to contact me if you have any questions.

# **MEMORANDUM**

RECEIVED\*

	5 5 200g.	
DATE:	BUILDING DIVISION	
то:	Construction Services, Fire Prevention, Plan Review, EDNSP, Project Planner	
FROM:	Neil Watts, Development Services Division Director	
SUBJECT:	New Preliminary Application: Honey brooke West	<del></del>
LOCATION:	New Preliminary Application: Honey brooke West  West of Hoguiam AVE NE, North of NEY  PD = 64, 127	ins;
PREAPP NO	10. PREO4-137	_
Hall). If this in PRIOR TO 1 Please review applicant. You conly <i>major is</i> application supplication supplication supplication.	with the applicant has been scheduled for	<b>D</b>
east two (2)	2) days before the meeting. Thank you.	
M	la Comments.	
	Larry Meckling.	

# CITY OF RENTON MEMORANDUM

DATE:

December 1, 2004

TO:

Susan Fiala

FROM:

Arneta Henninger X7298

SUBJECT:

HONEY BROOKE WEST PRE 04-137

(HONEY BROOKE WEST PREAP 04-091) (DYKEMAN PLAT PREAP)

**525 HOQUIAM AV NE** 

### NOTE ON PRELIMINARY REVIEW COMMENTS CONTAINED IN THIS REPORT: \*\*\*\*

The following comments on development and permitting issues are based on the preapplication submittals made to the City of Renton by the applicant. The applicant is cautioned that information contained in this summary may be subject to modification and/or concurrence by official decision makers (e.g. Hearing Examiner, Boards of Adjustment, Board of Public Works and City Council). Review comments may also need to be revised based on site planning and other design changes required by the City or made by the applicant.

I have reviewed the preliminary application for this proposed 49/lot plat generally located in the Section 10-23N-5E (previously reviewed under PRE 04-091 with 45 lots) and have the Section following comments:

### **WATER:**

- This site is not served by the City of Renton water. The proposed subdivision is within
  the water service area of King County Water District No. 90 (KCWD # 90). The
  applicant shall contact KCWD #90 and obtain a certificate of water availability before
  any development of the property. (KCWD #90- 15606 SE 128th St- Renton, WA
  98059-4540- ph: 425-255-9600).
- Water main improvements, including fire hydrants and domestic water services will be required within the existing and proposed streets in accordance with Water District # 90 and City of Renton standards.
- The applicant shall verify with the District regarding all fees, permits, submittal and review of water main improvements plans.
- Final design plans for water main improvements shall be approved by the District with concurrence from the City of Renton.

- A Certificate of Water Availability from Water District 90 will be required to be submitted with the formal application.
- All plats are required by City code to provide a fire hydrant with a minimum fire flow requirement of 1,000 GPM within 300 feet of any proposed single-family structure. This distance is measured along a travel route. If the proposed single-family structures exceed 3,600 square feet, the minimum fire flow increases to 1,500 GPM and requires two hydrants within 300 feet of the structure. This distance is measured along a travel route. Additional fire hydrants will be required as a part of this project to meet these criteria. All fire hydrants shall be per the City specifications. These City of Renton requirements are applicable to the entire proposed site regardless of water district boundaries.
- Fire sprinklers may be required.
- Lateral spacing of fire hydrants shall be predicated on hydrants being located at street intersections.

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There is an existing 12" sanitary sewer main Hoquiam Av NE See City of Renton: As a received a received a sewer main Hoquiam Av NE See City of Renton: As a received a re sanitary sewer drawing S 2813 (Windsong project) for detailed information.



- This project will be required to extend a 12" main in Hoquiam Av NE from the existing main on the south side of the proposed development, north to the most northeast corner of the parcel fronting Hoquiam Ave NE at the minimum slope and reading the second state of the parcel fronting Hoquiam Ave NE at the minimum slope.
  - This project will also be required to extend an 8" sanitary sewer main into the new plat was a second of the sec to serve the new lots.



- The engineer should also study and evaluate the parcels that lie on the north side of this proposal to determine if they can be served via gravity with the new main. There is an existing 8" sanitary sewer main located in Elma Ave NE and NE 5th Ct in Blueberry Place. A new main may be required (if possible from the study) to be installed in NE 6th St through the Blueberry Place site. All gravity options must be exhausted prior to any consideration for private individual lift stations.
- The applicant will be required to negotiate any necessary easements with the property owner.
- Individual sidesewers will be required to be installed to serve the new lots.
- Dual sidesewers are not allowed.
- This property is located in the East Renton Interceptor Special Assessment District (SAD). These fees are \$224.52 plus interest per unit and are collected at the time a construction permit is issued.
- System Development Charges (SDC) are \$900 per new lot. These fees are collected at the time a construction permit is issued and prior to the recording of the short plat.

### STREET IMPROVEMENTS:

ASV: Defervatto BPW

- This project will be required to dedicate 35' of right-of-way for the extension of NE 6th St.
- The project will be required to install half street improvements on NE 6th St with 35' of right-of-way and 28' of paving abutting the proposed plat. Also install half street improvements to the west of the plat site to provide access to the site from Duvall Ave NE. This needs to be a minimum of 20' pavement section and a pedestrian sidewalk.
- Per City of Renton code, projects that are more than 20 units residential in size are required to provide full pavement width per standard (with 36' of pavement total face of curb to face of curb) with curb, gutter and sidewalk on the project side of Hoguiam Ave
  - The new streets interior to the plat must be developed to City standards, which are 42' right-of-way (if a modification request is submitted and approved), full 32' pavement width, with curbs, gutters, 5' sidewalks adjacent to curb and street lighting. The applicant does need to submit to the City a street modification request for the reduction in the required right-of-way width to forty two feet.
- Street lights will be required to be installed by this project on NE 6th St. Hoquiam Ave ME and in the new plat. The street lighting system shall be designed and installed per- $W^{a}$  Gity of Renton standards and specifications K Private (including PSE) is treet-lighting  $W^{a}$ grade the experience are not allowed. If he is the control of the application of the control of

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> All new electrical, phone and cable services and lines must be undergrounded. The construction of these franchise utilities must be inspected and approved by a City of Renton public works inspector prior to recording the plat. The last state of the plat.

> The Traffic Mitigation Fee of approximately \$750 per new lot shall be paid prior to the recording of the plat.

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They will check on essement language.

### **STORM DRAINAGE:**

- A conceptual drainage plan and drainage report shall be submitted with the preliminary plat application for this project. The conceptual drainage plan is to include detention and water quality treatment for the fully built out plat, including future houses, driveways and roadway improvements. The runoff from the new houses must be tightlined into the storm drainage system constructed for the preliminary plat. The drainage plan is to be designed per the 1998 King County Surface Water Drainage Manual with Level 2 Flow Control and basic water quality treatment.
- There do not appear to be any storm drainage facilities in this area.

The Surface Water SDC fees of \$715 per new lot are required it be paid. These fees are collected at the time a construction permit is issued.

### **EROSION CONTROL MEASURES**

Erosion control shall conform to the DOE Manual.

### **GENERAL:**

- All required utility, drainage and street improvements will require separate plan submittals prepared according to City of Renton drafting standards by a licensed Civil Engineer.
- All projects are required to be tied to a minimum of two of the City of Renton current horizontal and vertical control network.
- ea.●Permit application must include an itemized cost estimate for these improvements. The fee for review and inspection of these improvement is 5% of the first \$100,000 of the estimated construction costs; 4% of anything over \$100,000 but less than \$200,000, and section as a second section of the section of th 以表面上的 and 3% of anything over \$200,000. Half of the fee must be paid upon application for 图 多数主意 经股份 து இது இது building and construction, permits, and the remainder when the permits are dissued, and a struction ാം ഗായുള്ള് ഉള്ളൂട്ടThere amay...be, additional ifees a for, water service are lated, expenses an See a Drafting പ്രവാദ്യമായുടെ അവ The state of the s

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# CITY OF RENTON Planning/Building/Public Works M E M O R A N D U M

DATE:

December 9, 2004

TO:

Pre-Application File No. 04-137

FROM:

Susan Fiala, Senior Planner, (425) 430-7382

SUBJECT: Honeybrook

**Honeybrooke West Preliminary Plat** 

General: We have completed a preliminary review of the pre-application for the above-referenced development proposal. The following comments on development and permitting issues are based on the pre-application submittals made to the City of Renton by the applicant and the codes in effect on the date of review. The applicant is cautioned that information contained in this summary may be subject to modification and/or concurrence by official decision-makers (e.g., Hearing Examiner, Zoning Administrator, Board of Adjustment, Board of Public Works, and City Council). Review comments may also need to be revised based on site planning and other design changes required by City staff or made by the applicant. The applicant is encouraged to review all applicable sections of the Renton Municipal Code. The Development Regulations are available for purchase for \$55.00 plus tax, from the Finance Division on the first floor of City Hall.

**Project Proposal:** The multiple parcel site is located west of Hoquiam Ave. NE and between NE 5<sup>th</sup> PL and NE 6<sup>th</sup> St., in the 500/600 block of Hoquiam Ave. NE. The proposal is to subdivide the 8.00± acre site into 49 single-family lots. An existing home on new Lot 49 is proposed to remain within the plat.

**Zoning/Density Requirements:** The subject property is located within the Residential - 8 dwelling units per acre (R-8) zoning designation.

The density range required in the R-8 zone would be a minimum of 4.0 to a maximum of 8.0 dwelling units per acre (du/ac). The method of calculating net density has been revised in the new code and is as follows:

A calculation of the number of housing units and/or lots that would be allowed on a property after critical areas and public rights-of-way and legally recorded private access easements are subtracted from the gross area (gross acres minus streets and critical areas multiplied by allowable housing, units per acre). Required critical area buffers and public and private alleys shall not be subtracted from gross acres for the purpose of net density calculations.

The applicant provided a proposed density of 7.95 du/ac which is within the allowed range of the R-8 zone. Staff was unable to determine if the private access easements were deducted for the gross area.

All square footages of areas to be deducted (private access easement, public roads) must be provided at the time of formal land use application.

**Development Standards**: The R-8 zone permits one residential structure/unit per lot. Detached accessory structures are permitted at a maximum number of two per lot at 720 square feet each, or one per lot at 1,000 square feet in size.

Minimum Lot Size, Width and Depth – The minimum lot size that would permitted in the R-8 zone is 4,500 sq. ft. for parcels greater than 1 gross acre and 5,000 sq. ft. for parcels less than 1 acre-gross.

The site is greater than one (1) acre-gross; therefore, a lot size of 4,500 sq. ft. would be required. A minimum lot width of 50 feet for interior lots and 60 feet for corner lots, as well as a minimum lot depth of 65 feet, is also required.

Honeybrooke West Preliminary Plat Pre-Application Meeting December 9, 2004 Page 2 of 4

Land area included in private access easements must not be included in lot area calculations. Please provide both the gross and net square footage of each lot at the time of formal land use application.

For the formal land use application, all lots must be fully dimensioned to determine compliance.

<u>Building Standards</u> – The R-8 zone would allow a maximum building coverage of 35% of the lot area or 2,500 square feet, whichever is greater for lots 5,000 square feet in size or greater. Lots less than 5,000 square feet in size would permit a maximum building coverage of 50% of the lot area.

Building height is restricted to 30 feet and two stories. Detached accessory structures must remain below a height of 15 feet and one-story with a gross floor area that is less than the primary structure. Accessory structures are also included in building lot coverage calculations.

Square footages of buildings to remain, if any, must be provided at the time of formal land use application. Also, any buildings that are to be removed/demolished must obtain a demolition permit and be removed and inspected prior to recording the final plat.

<u>Setbacks</u> – Setbacks are the minimum distance required between the building footprint and the property line or private access easement. The lots utilizing a private access easement will need the front yards to be measured from the easement.

The required setbacks are 15 ft. for the primary structure and 20 ft. for attached garages accessed from the front yard in the front, 20 ft. in the rear and 5 ft. on interior side yards. The side yards along a street setback is 15 ft. for the primary structure and 20 ft. for the attached garages which access from the side yard along a street.

The drawing submitted does not show setbacks. All setbacks are to be shown on the formal land use application plat plan submittal, but must be removed prior to final plat recording.

Access/Parking: Access is proposed to Hoquiam Ave. NE via one new public road and a secondary emergency access along the north portion of the site via a 20 ft. paved tract. Lot 8 would be accessed via a separate driveway.

Each lot is required to accommodate off street parking for a minimum of two vehicles per lot. In addition, appropriate shared maintenance and access agreement/easements will be required between lots with shared access.

Private streets are allowed for access to six or less lots, with no more than 4 of the lots not abutting a public right-of-way. The street is to include a minimum easement width of 26 feet with 20 feet of paving.

Private driveways may serve a maximum of two lots and must have a minimum easement width of 20 feet with 12 feet of paving.

Addresses of lots along private streets/driveways are to be visible from the public street by provision of a sign stating all house numbers and is to be located at the intersection of the private street and the public street.

The proposed residential street would need to comply with the City's street standards, which requires a minimum right-of-way width of 42 feet. Required street improvements include 32 feet of paving, 5-foot sidewalks, curb, gutter and street lighting (City of Renton - not private/not PSE)..

<u>Driveway Grades:</u> The maximum driveway slopes can not exceed fifteen percent (15%), provided that driveways exceeding eight percent (8%) are to provide slotted drains at the lower end of the driveway. If the grade exceeds 15%, a variance from the Board of Adjustment is required.

Landscaping and Open Space: For plats abutting non-arterial public streets, the minimum off-site landscaping is a five (5 ft.) wide irrigated or drought resistant landscape strip provided that if there is additional undeveloped right-of-way in excess of 5 ft., this also must be landscaped. For plats abutting principal, minor or collector arterials, the width increases to 10 ft. unless otherwise determined by the reviewing official during the subdivision process.

Tree requirements for plats include at least two (2) trees of a City approved species with a minimum caliper of 1 1/2 inches per tree must be planted in the front yard or planting strip of every lot prior to building occupancy.

Honeybrooke West Preliminary Plat Pre-Application Meeting December 9, 2004 Page 3 of 4

**Critical Areas:** According to the project information and City's records, the site may contain areas defined as "Sensitive" slopes (ranging from 20% to 40% in slope).

<u>Geologic Hazards</u> - Sensitive slopes have grades from 25% to 40%. Specific standards apply for development located within sensitive slopes and landslide hazard areas. Protected slopes are defined as topographical features that slope in excess of 40% and have a vertical rise of 15 feet or more. Development is prohibited on protected slopes, please see RMC 4-3-050J for additional information.

As required by the City's Critical Areas Regulations, a slope delineation indicating the location of steep slopes will be required as part of the formal land use application.

Pursuant to the Renton Municipal Code (RMC 4-3-050J) the applicant will be required to obtain a geotechnical report stamped and signed from a Geotechnical Engineer stating that the site is suitable for development and addresses soils, geology and other key elements. In addition, the report will need to address any special construction requirements deemed necessary by the Geotechnical Engineer.

Through the preliminary plat review process, the City may condition the approval of the development in order to require mitigation of any potential hazards based on the results of the study. In addition, pursuant to RMC section 4-3-050.J.3, the geotechnical report submitted with the application may be required to undergo independent secondary review by a qualified specialist selected by the City at the applicant's expense.

<u>Wetlands</u> – Wetlands are known to exist in the surrounding area of the subject plat. With the extension of NE 6<sup>th</sup> St. and the potential for pavement widening, the wetland adjacent to the roadway should be reviewed by the applicant. The applicant is to determine if the off-site wetland would be affected by such improvements. If impacted by the roadway, the applicant is to provide a proposal for mitigating impacts.

If impacts to wetlands are found, the following would be applicable; the applicant would be required to provide a wetland delineation and report addressing the quality and size of the wetlands and classification of the wetlands. In addition, the report would need to include a discussion regarding impacts to the wetland, if any, from the proposed development. The required buffers will need to be shown. Any proposed modifications to the requirements must be clearly identified and justified (i.e. buffer averaging, etc.).

The wetland report will need to be prepared by a qualified wetlands biologist and submitted with the formal land use application. For wetlands present, the applicable buffer widths based on the category of the wetland are required (Category 1 - 100 ft.; Category 2 - 50 ft.; and Category 3 - 25 ft.).

If you elect to fill any portion of a wetland and not replace it with an approved ratio, a Critical Areas Variance would be necessary. Critical Area Variances are reviewed by the City's Hearing Examiner. In some cases, wetland buffer averaging may be allowed, if new wetland buffer is created at an approved ratio, otherwise, this also may trigger a Critical Areas Variance.

**Environmental Review:** The project would require SEPA review due to the number of lots of the proposed plat (greater than four dwelling units). The proposal would be brought to the Environmental Review Committee for review as it is their charge to make threshold determinations for environmental checklists. Typically, mitigation of impacts is accomplished through fees related to issues such as transportation, fire and parks as well as measures to reduce impacts to environmental elements such as soils, streams, water, etc..

**Permit Requirements:** The project would require Preliminary Plat and Environmental (SEPA) Review. The review of these applications would be processed concurrently within an estimated time frame of 12 to 16 weeks. After the required notification period, the Environmental Review Committee would issue a Threshold Determination for the project. When the required two-week appeal period is completed, the project would go before the Hearing Examiner for a recommendation to the City Council on the Preliminary Plat. The Hearing Examiner's recommendation would be subject to two-week appeal periods.

The application fee would be \$2,000 for the Preliminary Plat and ½ of full fee for SEPA Review (Environmental Checklist) which is dependent on project value: less than \$100,000 is \$200 (1/2 of \$400.00 full fee) and project value over \$100,000 is a \$500.00 fee (1/2 of \$1000.00 full fee) plus first class postage per mailing label required for notification to surrounding property owners within 300 feet of the site. Estimated fees for the land use applications would be \$2,500.00 plus postage.

Honeybrooke West Preliminary Plat Pre-Application Meeting December 9, 2004 Page 4 of 4

The applicant will be required to install a public information sign on the property. Detailed information regarding the land use application submittal requirements is provided in the attached handouts.

Once Preliminary Plat approval is obtained, the applicant must complete the required improvements and dedications, as well as satisfy any conditions of the preliminary approval before submitting for Final Plat review. The Final Plat process also requires City Council approval. Once final approval is received, the plat may be recorded. The newly created lots may only be sold after the plat has been recorded.

**Fees**: In addition to the applicable building and construction permit fees, the following mitigation fees would be required prior to the recording of the plat. Credit for the existing residence may be given.

- A Transportation Mitigation Fee based on \$75 per each new average daily trip attributable to the project;
- A Parks Mitigation Fee based on \$530.76 per new single family residence; and,
- A Fire Mitigation Fee based on \$488 per new single family residence.

A handout listing all of the City's Development related fees is included in the packet for your review.

Consistency with the Comprehensive Plan: The existing development is located within the Residential Single Family (RSF) Comprehensive Plan Land Use designation. The following proposed policies are applicable to the proposal:

**Policy LU-149**. Lot size should exclude private sidewalks, easements, private road, and driveway easements, except alley easements.

**Policy LU-150.** Required setbacks should exclude public or private legal access areas, established through or to a lot, and parking areas.

**Policy LU-154.** Interpret development standards to support new plats and infill project designs incorporating street locations, lot configurations, and building envelopes that address privacy and quality of life for existing residents.

### **Community Design Element**

**Policy CD 15.** Land should be subdivided into blocks sized so that walking distance are minimized and convenient routes between destination points are points are available.

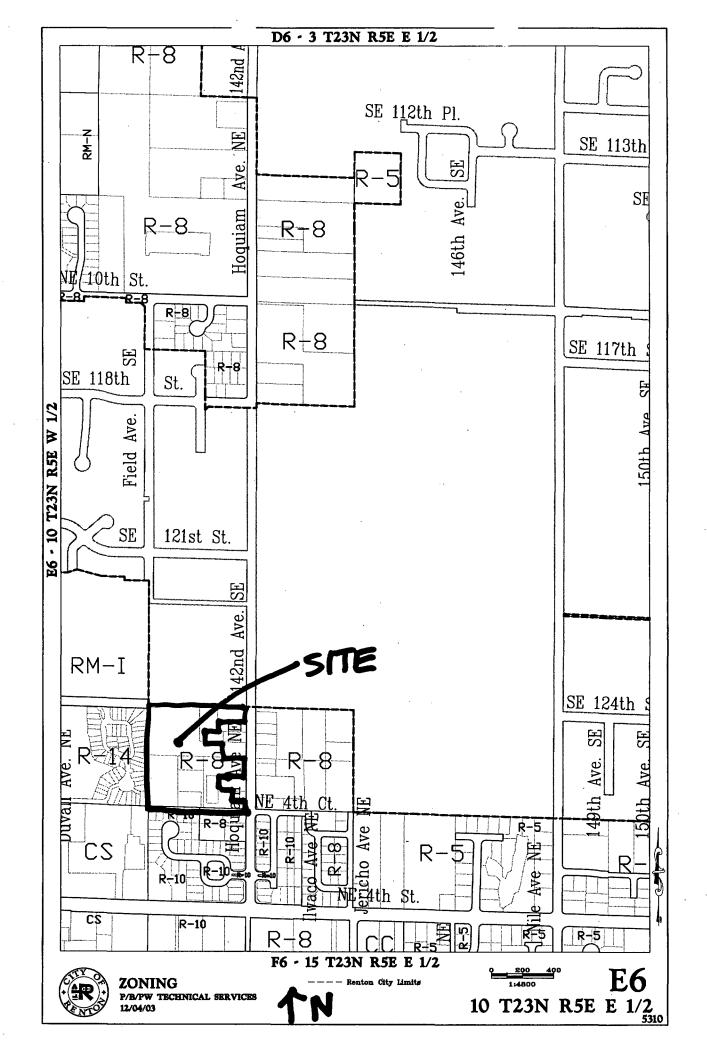
**Policy CD-16.** During land division, all lots should front on streets or parks. Discourage single-tier lots with rear yards backing onto a street.

**Policy CD-17.** Development should be designed to result in a high quality development as a primary goal, rather than to maximize density as a first consideration.

### Additional Comments:

In advance of submitting the full application package, applicants are strongly encouraged to bring in one copy of each application material for a pre-screening to the customer service counter to help ensure that the application is complete prior to making all copies.

cc: Jennifer Henning



# ZONING MAP BOOK

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Cal Col Co		460 464
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RESIDENTIAL		THE PROPERTY OF THE PROPERTY O
RC Resource Conservation	CN Center Neighborhood*	IH Industrial - Heavy
R-1 Residential 1 du/ac R-5 Residential 5 du/ac	CS Center Suburban*  UC-NI Urban Center - North 1	Industrial - Medium  IL Industrial - Light
R-8 Residential 8 du/ac	UC-N2 Urban Center - North 2	mannerae megut
	<b>=</b>	(P) Publicly owned

- RMH Residential Manufactured Homes
- R-10 Residential 10 du/ac
- R-14 Residential 14 du/ac
- RM-I Residential Multi-Family Infill
- RM-N Residential Multi-Family Neighborhood Center
- RM-C Residential Multi-Family Suburban Center
- RM-T Residential Multi-Family Traditional
- RM-U Residential Multi-Family Urban Center

- CD Center Downtown\*
- COMMERCIAL COMMERCIAL
- CA Commercial Arterial\*
- CD Commercial Office\*
- CC Convenience Commercial
- \* May include Overlay Districts. See Appendix maps. For additional regulations in Overlay Districts, please one RMO 1-3.
- (P) Publicly owned
- ---- Renton City Limits
- ----- Adjacent City Limits
- Book Pages Boundary





### American Title Insurance Company
2101 Fourth Ave, Ste 800
Seattle, WA 98121
Phn - (253) 471-1234 (800) 238-8810
Fax - (253) 671-5808 CITY OF RENTON

APR 2 1 2005

RECEIVED

Kris Ward (253) 671-5811 kward@firstam.com

> File No.: 4209-419498 Your Ref No.: 9119AT

NEW/DIFF REPORTS

3/10/05

Title Team Three Fax No. (253) 671-5813

Grae Bean (206) 615-3275 gbean@firstam.com

To: Seattle Escrow

6450 Southcenter Boulevard, Suite 106

Tukwila, WA 98188

Attn: Louann

Re: Property Address: 4912 NE 5th Street, Renton, WA 98055

Supplemental Report 1
Dated: February 25, 2005 at 8:00 A.I-..

**Commitment/Preliminary Report No. 4209-419498** dated as of **October 18, 2004** (including any supplements or amendments thereto) relating to the issuance of an American Land Title Association Form Policy is hereby modified and/or supplemented as follows:

There has been no change in the title to the property covered by our Commitment/Preliminary Report dated 10/18/2004 at 7:30 a.m. except as noted below:

Paragraph No(s). 2 has/have been amended to read as follows:

2. General Taxes for the year 2005. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.:	102305903605		
	1st Half		
Amount Billed:	\$	2,266.75	
Amount Paid:	\$	0.00	
Amount Due:		2,266.75	
Assessed Land Value:		129,000.00	
Assessed Improvement Value:	\$	250,000.00	
	2nd Half		
Amount Billed:	\$	2,266.74	
Amount Paid:		0.00	
Amount Due:		2,266.74	
Assessed Land Value:	\$	129,000.00	
Assessed Improvement Value:		250,000.00	

The following paragraph no(s). 10 has/have been added to our Commitment/Preliminary Report to read as follows:

Page 1 of 2

File No.: 4209-419498 (GAB) Date: March 04, 2005

10. Deed of Trust and the terms and conditions thereof.

Michael J Hertel and Josette J Hertel Grantor/Trustor:

Grantee/Beneficiary: **Washington Mutual Bank** 

Trustee: Group 9, Inc \$250,000.00 Amount: Recorded: January 7, 2005 **Recording Information:** 20050107000856

Note: This Deed of Trust contains Line of Credit privileges.

If the current balance owing on said obligation is to be paid in full in the forthcoming transaction, confirmation should be made that the beneficiary will issue a proper request for full

reconveyance.

### First American Title Insurance Company

By: Kris Ward for Grae Bean, Title Officer

Commitment No.: 4209-419498

Page 1 of 8



# First American Title Insurance Company

2101 Fourth Ave, Ste 800, Seattle, WA 98121 (253) 471-1234 - (800) 238-8810 FAX (253) 671-5808

Title Team Three Fax No. (253) 671-5813

Grae Bean (206) 615-3275 gbean@firstam.com

Kristina Ward (253) 671-5811 kward@firstam.com

File No.: 4209-419498

Your Ref No.: 9119AT

To:

**Seattle Escrow** 

6450 Southcenter Boulevard, Suite 106

Tukwila, WA 98188

Attn: Louann

Re:

Property Address: 4912 NE 5th Street, Renton, WA 98055

### COMMITMENT FOR TITLE INSURANCE

Issued by

### FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions.

This Commitment is not valid without Schedule A and Section 1 and 2 of Schedule B.

commitment No.: 4209-419498

Page 2 of 8

SCHEDULE A

1. Commitment Date: July 08, 2004 at 7:30 A.M.

2. Policy or Policies to be issued: AMOUNT PREMIUM TAX
Subdivider's Sale Rate
Owner's Standard Coverage \$ 650,000.00 \$ 728.00 \$ 64.07
Proposed Insured:

Langley Development Group, Inc.

Extended Mortgaee's Coverage \$ To Follow \$ \$ Proposed Insured:

To Follow

Easement Charge \$ 40.00 \$ 3.52

3. (A) The estate or interest in the land described in this Commitment is:

Parcel A: fee simple Parcel B: easement charge

(B) Title to said estate or interest at the date hereof is vested in:

Michael J. Hertel and Josette J. Hertel, husband and wife

4. The land referred to in this Commitment is described as follows:
Real property in the County of King, State of Washington, described as follows:

### Parcel A:

The West half of the West Half of the South Half of the Northwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 10, Township 23 North, Range 5 East, W.M., in King County, Washington;

Togther with the West 25 feet of the East Half of the Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 10, Township 23 North, Range 5 East., in King County, Washington; Except the North 90 feet thereof.

### Parcel B:

An easement for ingress and egress over the South 15 feet of the South Half of the Northwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 10, Township 23 North, Range 5 East, W.M., in King County, Washington; Except that portion lying within Parcel A; and except that portion lying within 142nd Avenue Southeast.

APN: 102305903605

Commitment No.: 4209-419498

Page 3 of 8

# SCHEDULE B SECTION I

### REQUIREMENTS

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F) Other:
- (G) You must give us the following information:
  - 1. Any off record leases, surveys, etc.
  - 2. Statement(s) of Identity, all parties.
  - 3. Other:

Commitment No.: 4209-419498

# SCHEDULE B SECTION II

### **EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are set forth in Exhibit A attached. Copies of the policy forms should be read. They are available from the office which issued this Commitment.

- Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for the City of Renton is at 1.78%. Levy/Area Code: 2146
- 2. General Taxes for the year 2004. The first half becomes delinquent after April 30th. The second half becomes delinquent after October 31st.

Tax Account No.: 102305903605 1st Half Amount Billed: 1.844.19 Amount Paid: 1.844.19 Amount Due: 0.00 Assessed Land Value: 115,000,00 Assessed Improvement Value: 203,000.00 2nd Half Amount Billed: 1.844.19 Amount Paid: 0.00 Amount Due: 1.844.19 115,000.00 Assessed Land Value: 203,000.00 Assessed Improvement Value:

- Potential lien rights as a result of labor and/or materials used, or to be used, for improvements to the premises. An indemnity agreement to be completed by Langley Development Group, Inc., is being sent to Seattle Escrow and must be submitted to us prior to closing for our review and approval. All other matters regarding extended coverage have been cleared for mortgagee's policy. Items 1 through 6 on Exhibit A herein will be omitted in said extended coverage mortgagee's policy. The coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.
- 4. Evidence of the authority of the officers of Langley Development Group, Inc., to execute the forthcoming instrument, copies of the current Articles of Incorporation, By-Laws and certified copies of appropriate resolutions should be submitted prior to closing.
- 5. / Easement, including terms and provisions contained therein:

Recorded:

July 25, 1940

**Recording Information:** 

3112963

In Favor Of:

Puget Sound Energy, Inc., a Washington corporation

For:

Electric transmission and/or distribution system

6. Easement, including terms and provisions contained therein:

**Recording Information:** 

February 25, 1943

For:

### Form No. 1068-2 ALTA Plain Language Commitment

commitment No.: 4209-419498

Page 5 of 8

7. Easement, including terms and provisions contained therein:

tecorded: October 31, 1947

Recording Information: 3739945

In Favor Of: Puget Sound Energy, Inc., a Washington corporation

For: Electric transmission and/or distribution system

8. The terms and provisions contained in the document entitled "Ordinance No. 4612"

Recorded: June 21, 1996
Recording No.: 9606210966

9. The terms and provisions contained in the document entitled "Ordinance No. 4924"

Recorded: January 4, 2002
Recording No.: 20020104002323



Commitment No.: 4209-419498

Page 6 of 8

### **INFORMATIONAL NOTES**

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

SW SE 10-23-5

APN: 102305903605

- D. The following deeds affecting the property herein described have been recorded within 24 months of the effective date of this commitment: NONE
- E. According to the application for title insurance, title is to vest in Langley Development Group, Inc., a Washington Corporation.

Commitment No.: **4209-419498** Page 7 of 8



### 1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

### 2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

### 3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

### 4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I

01

eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

### 5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.

Commitment No.: 4209-419498

Page 8 of 8



# First American Title Insurance Company

2101 Fourth Ave, Ste 800, Seattle, WA 98121 (253) 471-1234 - (800) 238-8810 FAX (253) 671-5808

### PRIVACY POLICY

### We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at <a href="https://www.firstam.com">www.firstam.com</a>.

### Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

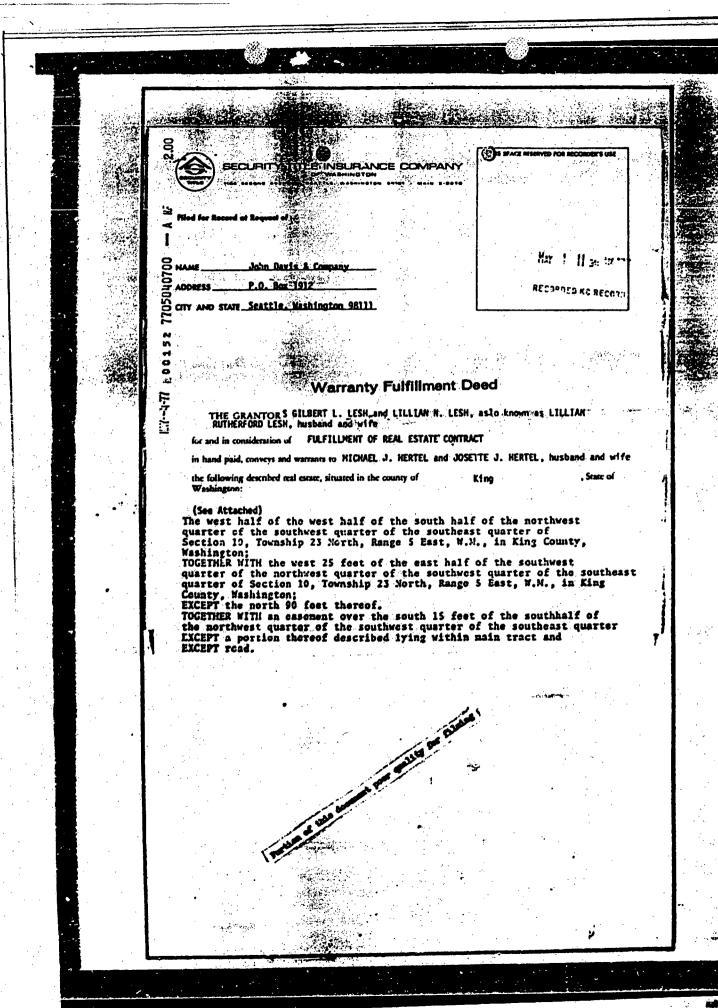
### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

© 2001 The First American Corporation • All Rights Reserved



WHEN RECORDED RETURN TO:
Office of the city thek
Renton Municipal building
200 Mill Avenue South
Renton WA 980

CERTIFICATE

1, the undersigned, Cury Clerk of the City of Renton, Washington, certify that this is a true

and correct copy of <u>IRD 46/8</u>

Subscribed and Sealed this 12 Th day of Jule 1996

electris 18-11 may of 1846 199 Marilia Statillar (1840 Olerk

CITY OF RENTON, WASHINGTON

ORDINANCE NO. 4612

AN ORDINANCE OF THE CITY OF RENTON, WASHINGTON, ESTABLISHING AN ASSESSMENT DISTRICT FOR SANITARY SHARE SERVICE IN A PORTION OF THE SOUTE EIGHLANDS, HEATHER DONES, AND MAPLEWOOD SUB-BASINS AND ESTABLISHING THE AMOUNT OF THE CHARGE UPON CONNECTION TO THE FACILITIES.

THE CITY COUNCIL OF THE CITY OF RENTON, WASHINGTON, DO ORDAIN AS FOLLOWS:

There is hereby created a Sanitary Sever SECTION I. Service Special Assessment District for the area served by the Bast Renton Sanitary Sewer Interceptor in the northeast quadrant of the City of Renton and a portion of its urban growth area within unincorporated King County, which area is more particularly A map of the service described in Exhibit "A" attached hereto. area is attached as Exhibit "B." The recording of this document is to provide notification of potential connection and interest charges. While this connection charge may be paid at any time, the City does not require payment until such time as the parcel is connected to and thus benefiting from the sewer facilities. property may be sold or in any other way change hands without triggering the requirement, by the City, of payment of the charges associated with this district.

SECTION II. Persons connecting to the sanitary sewer facilities in this Special Assessment District and which properties

have not been charged or assessed with all costs of the East Renton Sanitary Sewer Interceptor, as detailed in this ordinance, shall pay, in addition to the payment of the connection permit fee and in addition to the system development charge, the following additional fees:

A. <u>Per Unit Charge.</u> New connections of residential dwelling units or equivalents shall pay a fee of \$224.52 per dwelling unit and all other uses shall pay a unit charge of \$0.069 per square foot of property. Those properties included within this Special Assessment District and which may be assessed a charge thereunder are included within the boundary legally described in Exhibit "A" and which boundary is shown on the map attached as Exhibit "B."

SECTION III. In addition to the aforestated charges, there shall be a charge of 4.11% per annum added to the Per Unit Charge. The interest charge shall accrue for no more than ten (10) years from the date this ordinance becomes effective. Interest charges will be simple interest and not compound interest.

SECTION IV. This ordinance shall be effective upon its passage, approval, and thirty (30) days after publication.

PASSED BY THE CITY COUNCIL this 10th day of June 1996.

Marilyn J Petersen, City Clerk

# ORDINANCE 4612

APPROVED BY THE MAYOR this 10th day of \_\_June

1996

Jesse Tanner, Mayor

Approved as to form:

Lawrence James

Lawrence J. Warren, City Attorney

Date of Publication: 6/14/96

ORD.576:5/20/96:as.

### Exhibit A

### LEGAL DESCRIPTION OF THE SPECIAL ASSESSMENT DISTRICT FOR THE CITY OF RENTON - EAST RENTON INTERCEPTOR

Portions of Sections 8, 9, 10, 11, 14, 15, 16, 17, 21 and 22 all in Township 23N, Range 5E W.M. in King County, Washington

### Section 8, Township 23N, Range 5E W.M.

All of that portion of Section 8, Township 23N, Range 5E W.M. lying East of the East right-of-way line of SR-405 and South of the following described line:

Beginning at the intersection of the East line of said Section 8 with the centerline of NE 7th Street; thence Westerly along said centerline of NE 7th Street to its intersection with the centerline of Sunset Boulevard NE; thence Northerly along the centerline of Sunset Boulevard NE to the North line of the Southeast ¼ of said Section 8; thence West along said North line to the East right-of-way line of SR-405 and the terminus of said line.

### Section 9, Township 23N, Range 5E W.M.

All of that portion of Section 9, Township 23N, Range 5E W.M. lying South and East of the following described line:

Beginning on the centerline of NE 7th Street at its intersection with the centerline of Edmonds Avenue NE; thence Easterly along the centerline of NE 7th Street to its intersection with the centerline of Monroe Avenue NE; thence North along said centerline to the South line of the Northeast ¼ of said Section 9; thence East along said South line to its intersection with the centerline of Redmond Avenue NE; thence Northerly along said centerline to its intersection with the centerline of NE 10th Street; thence East along said centerline to the East line of said Section 9 and the terminus of said line.

### Section 10, Township 23N, Range 5E W.M.

All of that portion of Section 10, Township 23N, Range 5E W.M. lying Southerly and Westerly of the following described line:

Beginning on the West line of Section 10 at its intersection with the North line of the South ½ of the North ½ of said Section 10; thence East along said North line to its intersection with the centerline of 142nd Avenue SE; thence Southerly along said centerline to its intersection with the North line of the Southeast ¼ of said Section 10; thence East along said North line to its intersection with the East line of said Section 10 and the terminus of said line.

Section 11, Township 23N, Range 5E W.M.

All of the Southwest 14 of Section 11, Township 23N, Range 5E W.M..

### Section 14, Township 23N, Range 5E W.M.

All of that portion of Section 14, Township 23N, Range 5E. W.M. described as follows:

All of the Northwest ¼ of said section, together with the Southwest ¼ of said section, except the South ½ of the Southeast ¼ of said Southwest ¼ and except the plat of McIntire Homesites and ½ of streets adjacent as recorded in the Book of Plats, Volume 58, Page 82, Records of King County, Washington, and except the South 151.55 feet of the East 239.435 feet of Tract 6, Block 1 of Cedar River Five Acre Tracts as recorded in the Book of Plats, Volume 16, Page 52, Records of King County, Washington, less ½ of the street abutting said portion of Tract 6, Block 1, and less Tract 6, Block 2 of said Cedar River Five Acre Tracts, less ½ of the street adjacent to said Tract 6, Block 2, and except the South 82.785 feet of the East 150 feet of Tract 5, Block 2 of said Cedar River Five Acre Tracts and less ½ the street adjacent to said portion of Tract 5, Block 2.

### Section 15, Township 23N, Range 5E W.M.

All of that portion of Section 15, Township 23N, Range 5E. W.M., except the Southwest ¼ of the Southwest ¼ of said section.

### Section 16, Township 23N, Range 5E W.M.

All of that portion of Section 16. Township 23N, Range 5E W.M., except that portion of the Southeast ¼ of the Southeast ¼ of the said Section 16 lying East of the East line of the Plat of Maplewood Division No. 2 as recorded in the Book of Plats Volume 39, page 39, Records of King County Washington and its Northerly extension to the North line of said Southeast ¼ of the Southeast ¼ of the said Section 16 and except that portion of said section lying Southerly of the Northerly right-of-way line of SR-169 (Maple Valley Highway).

### Section 17, Township 23N, Range 5E W.M.

All of that portion of Section 17. Township 23N, Range 5E W.M., lying Northeasterly of the Northeasterly right-of-way of SR-169 (Maple Valley Highway) and Easterly of the East right-of-way line of SR-405 less that portion lying generally West of the East and Southeasterly line of Bronson Way NE lying

between the South line of the NE 3rd Street and the Northeasterly margin of SR-405.

### Section 21, Township 23N, Range 5E W.M.

All that portion of Section 21, Township 23N, R 5E W.M. lying Northeasterly of the Northeasterly right-of-way line of SR-169 (Maple Valley Highway) and West of the East line of the Plat of Maplewood Division No. 2 as recorded in the Book of Plats, volume 39, page 39, Records of King County, Washington.

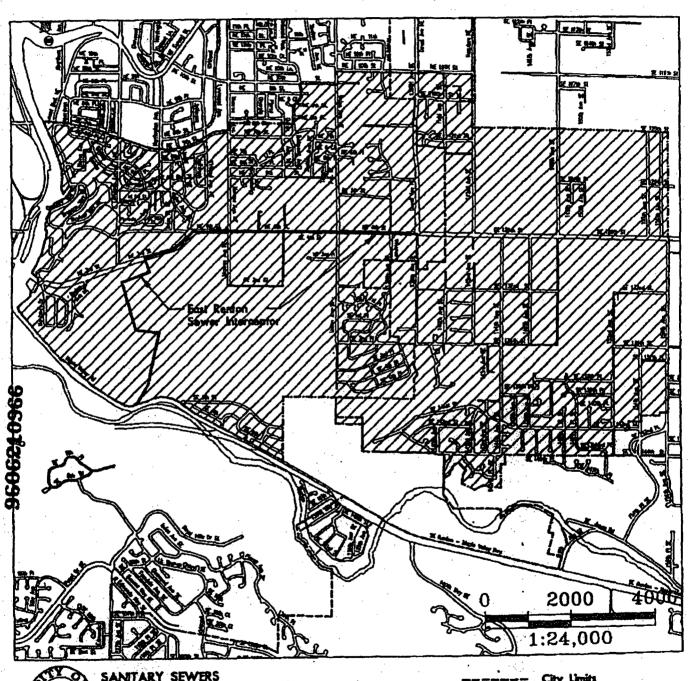
### Section 22, Township 23N, Range 5E W.M.

All of that portion of Section 22, Township 23N, Range 5E W.M. described as follows:

All of the Northwest ¼ of the Northeast ¼ of said Section 22 lying Northerly of the Southerly line of the Plat of Maplewood Heights as recorded in the Book of Plats, volume 78, pages 1 through 4, Records of King County, Washington.

Together with the North 227.11 feet of the West 97.02 of the Northeast ¼ of the Northeast ¼ of said Section 22.

# Exhibit B EAST RENTON INTERCEPTOR Special Assessment District Boundary



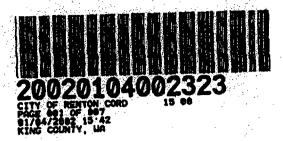
R

SANITARY SEWERS
Planning/Building/Public Works
Christonion, MacOnio, Vianeski
20 May 1996

City Limits

ZZZZZ Special Assessment District

Return Address:
City Clerk's Office
City of Renton
1055 S. Grady Way
Renton WA 98055



Please print or type information

Document Title(s): ORDINANCE NO.	4924	•	
Reference Number(s) of Documents assig	gned or released:	<del></del>	
[on pageof document(s)]			•
A-01-001			
Grantor(s) (Last name first, then first name	ne and initials)		
1. City of Renton			
2	• .	•	
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4 D Mondoner marices on pageor de	~waten		
Grantee(s) (Last name first, then first name	ne and initials).	<del></del>	
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Legal Description (abbreviated. i e lot, b	olock, plat or secti	on, township, range)	
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The north harr (1/2) or the			
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Additional legal is on pageof doc	ument		
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Assessor's Property Tax ParceVAccoun	t Number:	4	*;
1023059013, 1023059015			w.,
Additional legal is on page 6 of doc	ument		
The Auditor/Recorder will rely on the infedocument to verify the accuracy or complete.			

CERTIFICATE

1. the undersigned City Clerk of the City of Renton, Washington, certify that this is a true and correct copy of ARP. 4924 Subscribed and sealed this 3 day of Nov., 20 of

CITY OF RENTON, WASHINGTON

### ORDINANCE NO. 4924

AN ORDINANCE OF THE CITY OF RENTON, WASHINGTON ANNEXING CERTAIN TERRITORY OF THE CITY OF RENTON (PIELE ANNEXATION; FILE NO. A-01-001)

WHEREAS, under the provisions of RCW 35A.14.120 as amended, a petition in writing requesting that certain territory contiguous to the City of Renton, as described below, be annexed to the City of Renton, was presented and filed with the City Clerk on or about October 18, 2000; and

WHEREAS, prior to the filing and circulation of said petition for annexation to the City of Renton, the petitioning owners notified the City Council of their intention to commence such proceedings as provided by law, as more particularly specified in RCW 35A.14.120, and upon public hearing thereon, it having been determined and the petitioning owners having agreed to assume the pre-existing bonded indebtedness of the City of Renton as it pertains to the territory petitioned to be annexed; and to accept that portion of the City's Comprehensive Plan as it pertains to the territory including the applicable Zoning Code relating thereto; and

WHEREAS, the King County Department of Assessments has examined and verified the signatures on the petition for amountion and determined the assessed valuation of all the properties, the same being in excess of sixty percent (60%) of the area to be annexed, in value, as provided by law, and the petition also setting forth the legal description of the property according to government legal subdivision or plat, and the Economic Development, Neighborhoods and Strategic Planning Department of the City of Renton having considered and recommended the annexing of said property to the City of Renton; and

### ORDINANCE NO 4924

WHEREAS, the City Council fixed August 6, 2001, as the time and place for public hearing in the City Council Chambers, City Hall, Renton, Washington, upon the petition and notice thereof having been given as provided by law, and

WHEREAS, pursuant to said notices public hearings have been held at the time and place specified in the notices, and the Council having considered all matters in connection with the petition and further determined that all legal requirements and procedures of the law applicable to the petition method for annexation have been met; and

WHEREAS, the King County Boundary Review Board having deemed the "Notice of Intention" approved as of October 23, 2001;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF RENTON, WASHINGTON, DO ORDAIN AS FOLLOWS

SECTION L. The findings, recitals, and determinations are hereby found to be true and correct in all respects. All requirements of the law in regard to the americation by petition method, including the provisions of RCW 35A.14.120, 130, 140 and 150, have been met. It is further determined that the petition for americation to the City of Reston of the property and territory described below is hereby approved and granted, the following described property being contiguous to the City limits of the City of Renton is hereby annexed to the City of Renton, and such annexation to be effective on and after the approval, passage, and publication of this Ordinance; and on and after said date the property shall constitute a part of the City of Renton and shall be subject to all its laws and ordinances then and thereafter in force and effect, the property being described as follows

### ORDINANCE NO. 4924

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein

[Said property, approximately 20 acres, is located approximately 600' north of NE 4th Street in two approximately 10-acre tracts located along both sides of 142th Ave SE]

and the owners-petitioners of the property shall assume the pre-existing bonded indebtedness of the City of Renton as prescribed in RCW 35A 14.120 as it pertains to the property, and the property to be subject to the City's Comprehensive Plan and Zoning Code

SECTION II. This Ordenance shall be effective upon its passage, approval, and five days after its publication.

A certified copy of this Ordinance shall be filed with the King County Council, State of Washington, and as otherwise provided by law

PASSED BY THE CITY COUNCIL this 26th day of November \_\_\_\_, 2001

Marilyn J. Peterson, City Clerk

208 1972 J. Berlin

APPROVED BY THE MAYOR this 26th day of November , 2001.

Jose Tanner, Mayor

Approved of form

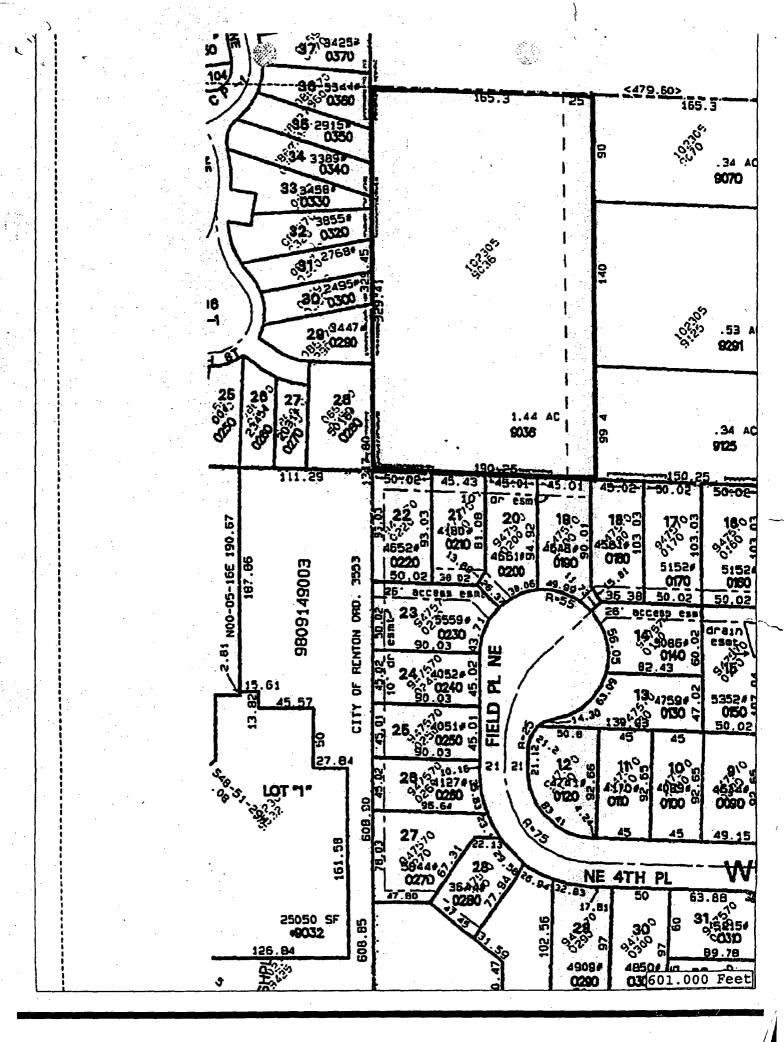
Date of Publication: 11/30/2001 (Summary) ORD.937.11/20/01:ma

# PIELE ANNEXATION LEGAL DESCRIPTION

The North half (1/2) of the Southwest quarter of the Southeast quarter of Section 10, Township 23 North, Range 5 East, W M., in King County, Washington,

TOGETHER WITH that portion of the Northwest quarter of the Southeast quarter of Section 10, Township 23 North, Range 5 East, W M, in King County, Washington, per Superior Court Cause #90-2-00038-9

.n j.R **.** # KING COUNTY
DEPT. of ASSESSMENTS 2E 10-23-02



# HONEY BROOKE WEST FOR LANGLEY DEVELOPMENT GROUP, INC.

# LEGAL DESCRIPTIONS

### AFN 1023059036 (FILE NO. 4209-419498): PARCEL A:

THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON:

TOGETHER WITH THE WEST 25 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, IN KING COUNTY, WASH; EXCEPT THE NORTH 90 FEET THEREOF.

### PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON: EXCEPT THAT PORTION LYING WITHIN PARCEL A: AND EXCEPT THAT PORTION LYING WITHIN 142ND AVENUE SOUTHEAST.

# AFN 1023059070 4 1023059098 (FILE NO. 4209-419489):

THOSE PORTIONS OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE WEST 25 FEET OF THE NORTH 90 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER: AND THE NORTH 90 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST; EXCEPT THE WEST 25 FEET THEREOF.

### PARCEL A-1:

AN EASEMENT OVER THE SOUTH IS FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10: EXCEPT THE WEST 33320 FEET; AND EXCEPT THE EAST 30 FEET THEREOF; AND EXCEPT ANY PORTION THEREOF LYING WITHIN PARCEL A.

## PARCEL B:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10. TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION: THENCE N88°20'43"W, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 30.01 FEET TO THE TRUE POINT OF BEGINNING: THENCE CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 275.61 FEET TO THE EAST LINE OF THE WEST 25 FEET OF SAID SUBDIVISION: THENCE SOO 10'02 "W. ALONG SAID EAST LINE, A DISTANCE OF 329.43 FEET TO THE SOUTH LINE OF SAID SUBDIVISION: THENCE 588°20'52"E, ALONG SAID SOUTH LINE A DISTANCE OF 275.51 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION: THENCE NOO'11'06"E, ALONG SAID WEST LINE. A DISTANCE OF 30.01 FEET; THENCE N88°20'52"W A DISTANCE OF 100.03 FEET; THENCE NOO"11'06"E A DISTANCE OF 99.03 FEET; THENCE N88"20"52"W A DISTANCE OF 82.49 FEET; THENCE SOO 10'02"W A DISTANCE OF 99.03 FEET; THENCE N88"20"52"W A DISTANCE OF 73.02 FEET TO THE EAST LINE OF THE WEST 45 FEET OF SAID SUBDIVISION: THENCE NOO°10'02"E, ALONG SAID EAST LINE, A DISTANCE OF 177.38 FEET TO THE SOUTH LINE OF THE NORTH 122 FEET OF SAID SUBDIVISION: THENCE 588°20'43"E, ALONG SAID SOUTH LINE, A DISTANCE OF 255.56 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION: THENCE NOO"11'06"E, ALONG SAID WEST LINE, A DISTANCE OF 122.04 FEET TO THE TRUE POINT OF BEGINNING.

# APN 1023059123 (FILE NO. 4209-419473):

LOT ! OF KING COUNTY SHORT PLAT NO. 480111, RECORDED JUNE 18, 1982, UNDER RECORDING NO. 8206180434, RECORDS OF KING COUNTY, WASHINGTON.

# PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF.

### AFN 1023059125 (FILE NO. 4268-520073): PARCEL A:

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER: EXCEPT THE NORTH 230 FEET THEREOF; ALSO EXCEPT THE WEST 25 FEET THEREOF; TOGETHER WITH THE WEST 10 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER:

EXCEPT THE NORTH 230 FEET THEREOF; ALL IN SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

# PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF. .

# AFN 1023059116 (FILE NO. 4268-520038):

TRACT B OF SHORT PLAT NO. 1274035, ACCORDING TO THE SHORT PLAT SURVEY RECORDED UNDER RECORDING NO. 160130112 AND CORRECTED UNDER RECORDING NO. 1601210467, IN KING COUNTY, WASHINGTON.

### PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INCRESS AND EGRESS AS DELINEATED ON SHORT PLAT NO. 1274035, ACCORDING TO THE SHORT PLAT SURVEY RECORDED UNDER RECORDING NO. 1601130112 AND CORRECTED UNDER RECORDING NO. 7601210467, IN KING COUNTY, WASHINGTON.

### AFN 1023059385 4 1023059015 (FILE NO. 4209-353048): PARCEL A:

LOT 2 OF KING COUNTY SHORT PLAT NO. 480111, RECORDED JUNE 18, 1982 UNDER KING COUNTY RECORDING NO. 8206180434, IN KING COUNTY, WASHINGTON:

EXCEPT THE EAST II FEET OF THE NORTH SO FEET.

### PARCEL B:

THE NORTH 97.39 FEET OF THE EASTERLY 206.01 FEET, AS MEASURED ALONG THE NORTH LINE, OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON:

### EXCEPT THE EAST 30 FEET FOR COUNTY ROAD;

TOGETHER WITH THE EAST II FEET OF THE NORTH SO FEET OF LOT 2 OF KING COUNTY SHORT PLAT NO. 480111, RECORDED JUNE 18, 1982 UNDER KING COUNTY RECORDING NO. 8206180434, IN KING COUNTY, WASHINGTON.

### PARCEL C:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON, EXCEPT THE EAST 30 FEET THEREOF.

# PARCEL D:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CREATED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8204090283, IN KING COUNTY, WASHINGTON.

# AFN 1023059291 (FILE NO. 4268-519994)

THE SOUTH 140 FEET OF THE NORTH 230 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER.

# EXCEPT THE WEST 25 FEET THEREOF, AND

THE WEST 25 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER:

# EXCEPT THE NORTH 90 FEET AND

EXCEPT THAT PORTION OF THE WEST 10 FEET LYING SOUTH OF THE NORTH 230 FEET OF SAID SUBDIVISION: ALL IN SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

# PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH IS FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THE EAST 30 FEET AND THE WEST 25 FEET THEREOF.

# AFN 1023059177 (FILE NO. 4209-537598):

TRACT A, KING COUNTY SHORT PLAT NO. 1274035, RECORDED UNDER RECORDING NO. 1601210467, BEING A CORRECTION OF SHORT PLAT RECORDED UNDER RECORDING NO. 1601130712, IN KING COUNTY, WASHINGTON.

# DATUM

CITY OF RENTON - NAVD 1988

# BASIS OF BEARINGS

N88°21'09"W BETWEEN FOUND MONUMENTS HELD AS THE SOUTHEAST CORNER AND SOUTH QUARTER CORNER OF SEC. 10-23-5 PER KCAS SUBDIVISION ALONG THE SOUTH LINE OF SAID SECTION.

# BENCHMARKS:

PER CITY OF RENTON SURVEY ON NAVD 1988 DATUM

NO. 1852 - 3" FLAT BRASS SURFACE DISC AT THE CONSTRUCTED INTERSECTION OF N.E. 4TH ST. (S.E. 128THST.) AND 148TH AVE. S.E. EL. 454.77 (138.614 METERS)

NO. 2103 - BROKEN BRASS SURFACE DISC IN THE INTERSECTION OF S.E. 128TH ST. AND 156TH AVE SE EL. 547.94 (167.013 METERS)

CORE DESIGN INC. 14711 NE. 29TH PLACE, SUITE 101 BELLEVUE, WASHINGTON 98007

> BRENNAN P. TAYLOR, P.E. - ENGINEER STEPHEN J. SCHREI, PL.S. - SURVEYOR

# OWNER/APPLICANT

LANGLEY DEVELOPMENT GROUP, INC. 6450 SOUTHCENTER BLVD. #106 SEATTLE, WASHINGTON 98188 (206) 244-0122 EXT. 120 CONTACT: C. THOMAS FOSTER

# PLANNER/ENGINEER/SURVEYOR

(425) 885-7877 CONTACT: MICHAEL CHEN- PLANNER

# SITE STATISTICS

TOTAL SITE AREA: 362,943± S.F. (8.33 ACRES) PROPOSED USE: DETACHED - SINGLE FAMILY

NO. OF LOTS: AYERAGE LOT SIZE: 5,045± SF.

EXISTING ZONING: PERMITTED DENSITY: 8 DUL/AC. PROPOSED DENSITY: 7.93 DU/AC. 79,180± S.F. PUBLIC R-0-W

STORM DRAINAGE (TRACT A) 19258± S.F. OPEN SPACE (TRACT B) 594± S.F.

OPEN SPACE (TRACT C) 818± S.F. SETBACKS: FRONT -REAR -20'

# DENSITY CALCULATIONS

GROSS AREA OF PROPERTY: - PUBLIC R-0-W - PRIVATE ACCESS EASEMENT

362,943± SF (8.33 ACRES) 79,180± SF 3,559± SF

280,204± SF OR 6.43 ACRES

5', 15' adjacent to street

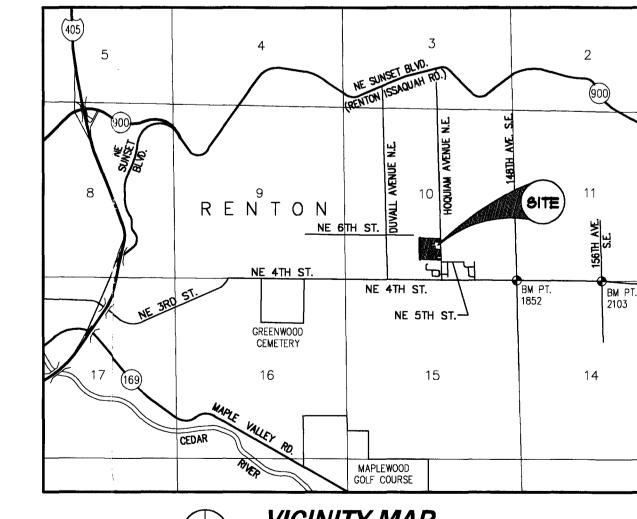
NET SITE AREA: NO. OF LOTS:

NET DENSITY:

SIDE -

GARAGE - 20'

7.93 DU/ACRE



**VICINITY MAP** 

APR 2 1 2005

RECEIVED

SHEET OF PROJECT NUMBER

### AFN 1023059036 (FILE NO. 4209-419498):

5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT RECORDED FEBRUARY 25, 1943 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3143916, AS SHOWN ON SHEET 3.

1. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED OCTOBER 31, 1941 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3739945, AS SHOWN ON SHEET 3.

8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4612" RECORDED JUNE 21, 1996 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9606210966.

9. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4924" RECORDED JANUARY 4, 2002 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20020104002323.

### AFN 1023059070 4 1023059098 (FILE NO. 4209-419489):

LOCATION.

8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR POLE LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347194. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT

9. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT

10. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED OCTOBER 31, 1947 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3739945, AS SHOWN ON SHEET 3.

II. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 49000897. AS SHOWN ON SHEET 3.

12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 6064076, AS SHOWN ON SHEET 3.

13. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION OF AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 7412190401, AS SHOWN ON SHEET 3.

14. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLE "ORDINANCE NO. 4612" RECORDED JUNE 21, 1996 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9606210966.

15. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE" RECORDED JANUARY 4, 2002 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 2002104002323.

### APN 1023059123 (FILE NO. 4209-419473):

5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR POLE LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347794. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963 (VOL. 1912 PAGE 47). INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

T. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENT, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION, AS SHOWN ON SHEET 3.

8. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, AND/OR EASEMENT; BUT DELETING ANY COVENANTS, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATION ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8309120539. LEGAL DESCRIPTION OF ENCUMBERED PROPERTY IS ILLEGIBLE AND THE DOCUMENT CONTAINS NO EASEMENT.

9. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A TEMPORARY WATER SERVICE AGREEMENT BETWEEN KING COUNTY WATER DISTRICT NO. 90 AND G. W. SUTHERLAND AND DONNA D. SUTHERLAND, HIS WIFE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8403230934.

10. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF KING COUNTY WATER DISTRICT NO. 90 FOR WATER MAINS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8403230935, AS SHOWN ON SHEET 3.

11. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "BEAR EQUAL COSTS OF MAINTENANCE, REPAIR OR RECONSTRUCTION OF 124TH STREET ROAD" RECORDED NOVEMBER 13, 1987 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8711131412.

12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4924" RECORDED JANUARY 4, 2002 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20020104002323.

# AFN 1023059125 (FILE NO. 4268-520013).

5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR POLE LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347794 INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963 INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

7. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3143916, AS SHOWN ON SHEET 3.

8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED OCTOBER 31, 1941 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3739945, AS SHOWN ON SHEET 3.

9. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT AGREEMENT BETWEEN WILLIAM C. PETERS AND JENNIE L PETERS, HIS WIFE AND HENRY L. MEAD AND RUTH LAVERNE MEAD, HIS WIFE AND GILBERT LESH, ADMINISTRATOR THE ESTATE OF PATRICIA RADER, DECEASED AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 6064016, AS SHOWN ON SHEET 3.

IO. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WASTER AND PUBLIC FACILITIES OF CITY OF RENTON AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 96096210966.

### AFN 1023059176 (FILE NO. 4268-520038):

5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR ELECTRIC TRANSMISSION DATED JULY 1, 1904 RECORDED JULY 31, 1905 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347194 (YOLUME 409 OF DEEDS, PAGE 623). INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUNDS POWER AND LIGHT COMPANY FOR ELECTRIC TRANSMISSION DATED JULY 17, 1940 RECORDED JULY 22, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

1. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENT, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION, AS SHOWN ON SHEET 3.

8. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8812019002, RECORDED IN VOLUME 63 OF SURVEYS, AT PAGE 275, IN KING COUNTY, WASHINGTON, AS SHOWN ON SHEET 3.

9. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WATER AND PUBLIC FACILITIES OF CITY OF RENTON AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9606210966.

### AFN 1023059385 4 1023059015 (FILE NO. 4209-353048):

8. THIS SITE IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS AND/OR PROVISIONS CONTAINED IN AN EASEMENT SERVING SAID PREMISES, AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8204090283, AS SHOWN ON SHEET 3.

9. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTS, AND/OR EASEMENT; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8309120539. LEGAL DESCRIPTION OF ENCUMBERED PROPERTY IS ILLEGIBLE AND THE DOCUMENT CONTAINS NO EASEMENT.

IO. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT TO PUGET SOUNDS POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED DECEMBER 2, 1983 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8312020783 AS SHOWN ON SHEET 3.

II. THIS SITE IS SUBJECT TO A TEMPORARY WATER SERVICE AND PAYMENT AGREEMENT BETWEEN KING COUNTY WATER DISTRICT NO. 90 AND G. W. SUTHERLAND AND DONNA D. SUTHERLAND, HIS WIFE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8403230934.

12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF KING COUNTY WASTER DISTRICT NO. 90 FOR WATER MAINS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8403230936, AS SHOWN ON SHEET 3.

13. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF THE DOCUMENT ENTITLED "ROAD MAINTENANCE PROVISIONS" RECORDED NOVEMBER 13, 1987 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8711131412.

14. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4924" RECORDED JANUARY 4, 2002 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20020104002323.

### <u>AFN 1023059291 (FILE NO. 4268-519994):</u>

10. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR POLE LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347794. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT

11. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED OCTOBER 31, 1947 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3739945. AS SHOWN ON SHEET 3.

13. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF FRANK H. GERLOCK AND ANNA GERLOCK HUSBAND AND WIFE OR WATER PIPE LINE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 4482224. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

14. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN INSTRUMENT FOR ROAD MAINTENANCE PROVISIONS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8807010506.

15. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, EASEMENT, PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 2812019002, RECORDED IN VOLUME 63 OF SURVEYS, PAGE 215, IN KING COUNTY, WASHINGTON. AS SHOWN ON SHEET 3.

16. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF WASHINGTON NATURAL GAS COMPANY, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR GAS PIPELINE OR PIPELINES RECORDED NOVEMBER 04, 1992 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9211040931. AS SHOWN ON SHEET 3.

17. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK—UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WATER AND PUBLIC FACILITIES OF CITY OF RENTON AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9606210966.

## AFN 1023059171 (FILE NO. 4209-537598):

1. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR SLOPES, CUTS AND FILLS AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 3035164. NO COPY OF DOCUMENT AVAILABLE.

8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR ELECTRIC TRANSMISSION AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 341794 (VOLUME 409 OF DEEDS, PAGE 623). INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

9. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT RECORDED JULY 22, 1940 IN FAVOR OF PUGET SOUNDS ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

10. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENT, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION. INFORMATION PER SURVEY ALREADY SHOWN ON SHEET 3.

11. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, EASEMENTS, PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 8812019002, RECORDED IN VOLUME 63 OF SURVEYS, AT PAGE 275, IN KING COUNTY, WASHINGTON. AS SHOWN ON SHEET 3.

12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4924" RECORDED JANUARY 04, 2002 AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 20020104002323.

13. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, EASEMENTS, PROVISIONS CONTAINED AND/OR DELINEATED OF THE FACE OF THE SURVEY AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 20030311900008 IN KING COUNTY, WASHINGTON. INFORMATION PER SURVEY ALREADY SHOWN ON SHEET 3.

ace, #101 ton 98007 x 425.885.7963 UR VEYING

Bellevue, Washington 980 425.885.7877 Fax 425.8



# GLEY DEVELOPMENT GROUP, II 6450 SOUTHCENTER BLVD., SUITE 106 SEATILE. WASHINGTON 98188

MC 4N P. TAYLOR, P.E. DJECT MANAGER

DATE APKIL

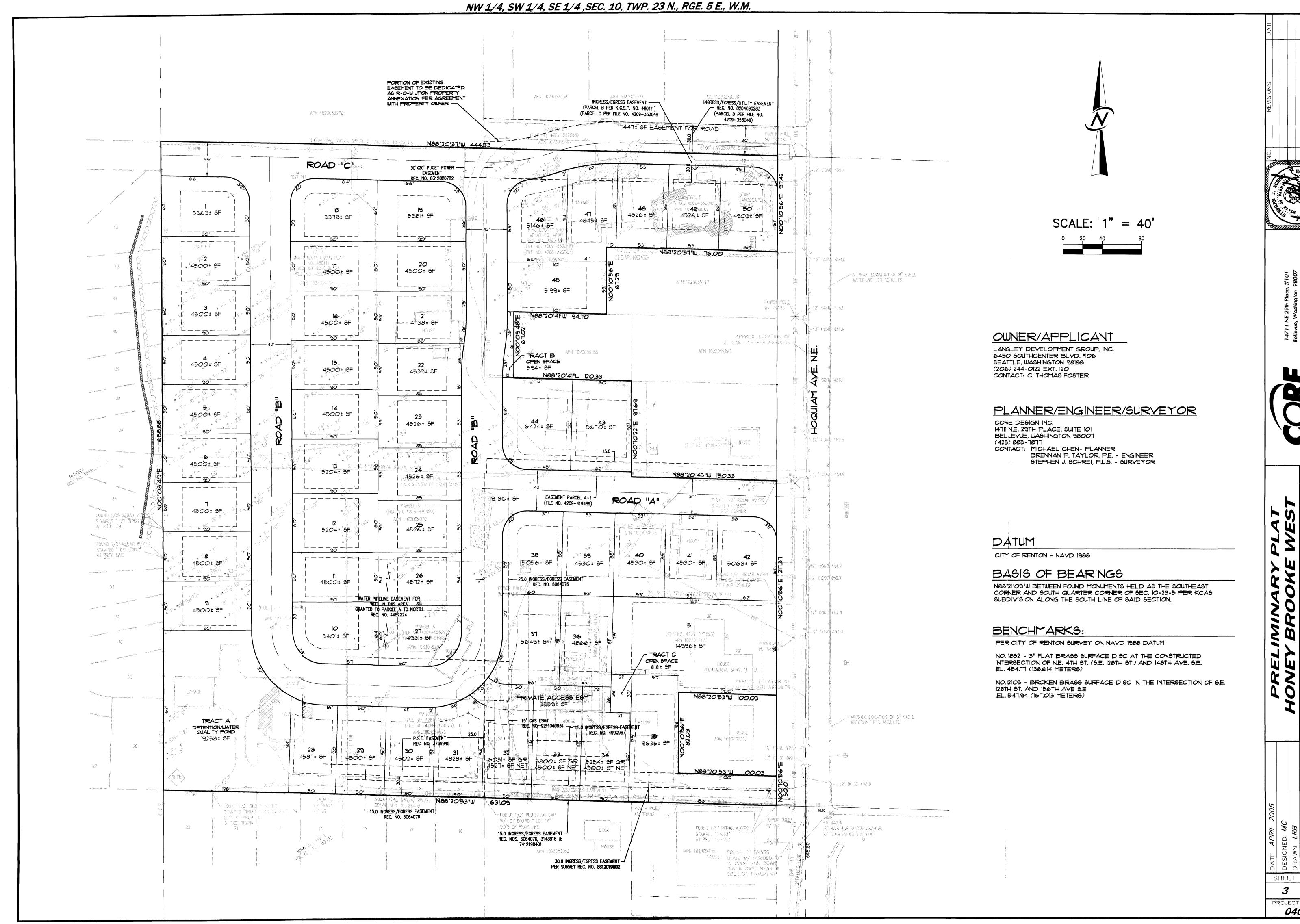
H DESIGNED MC

H DRAWN LRB

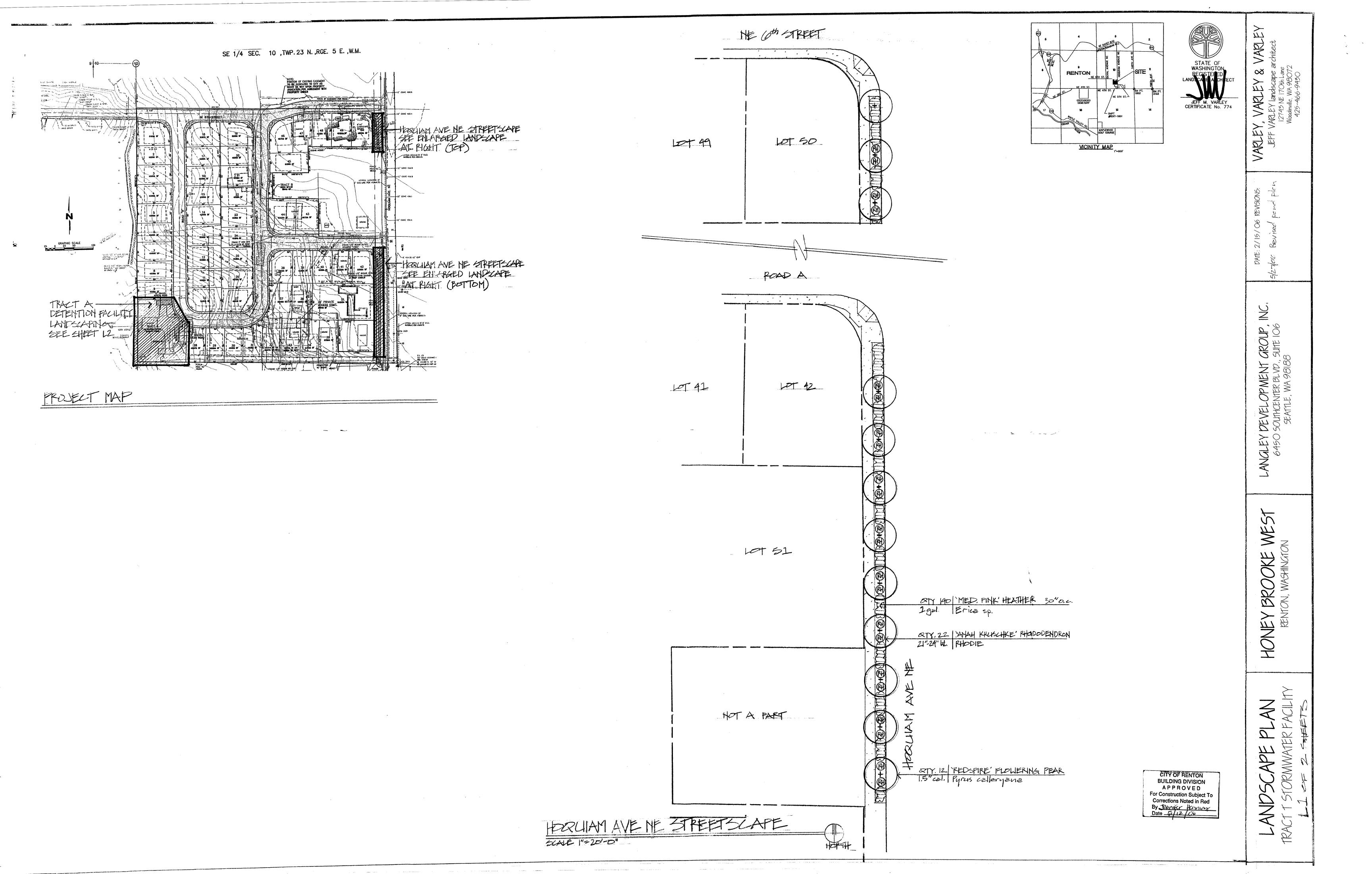
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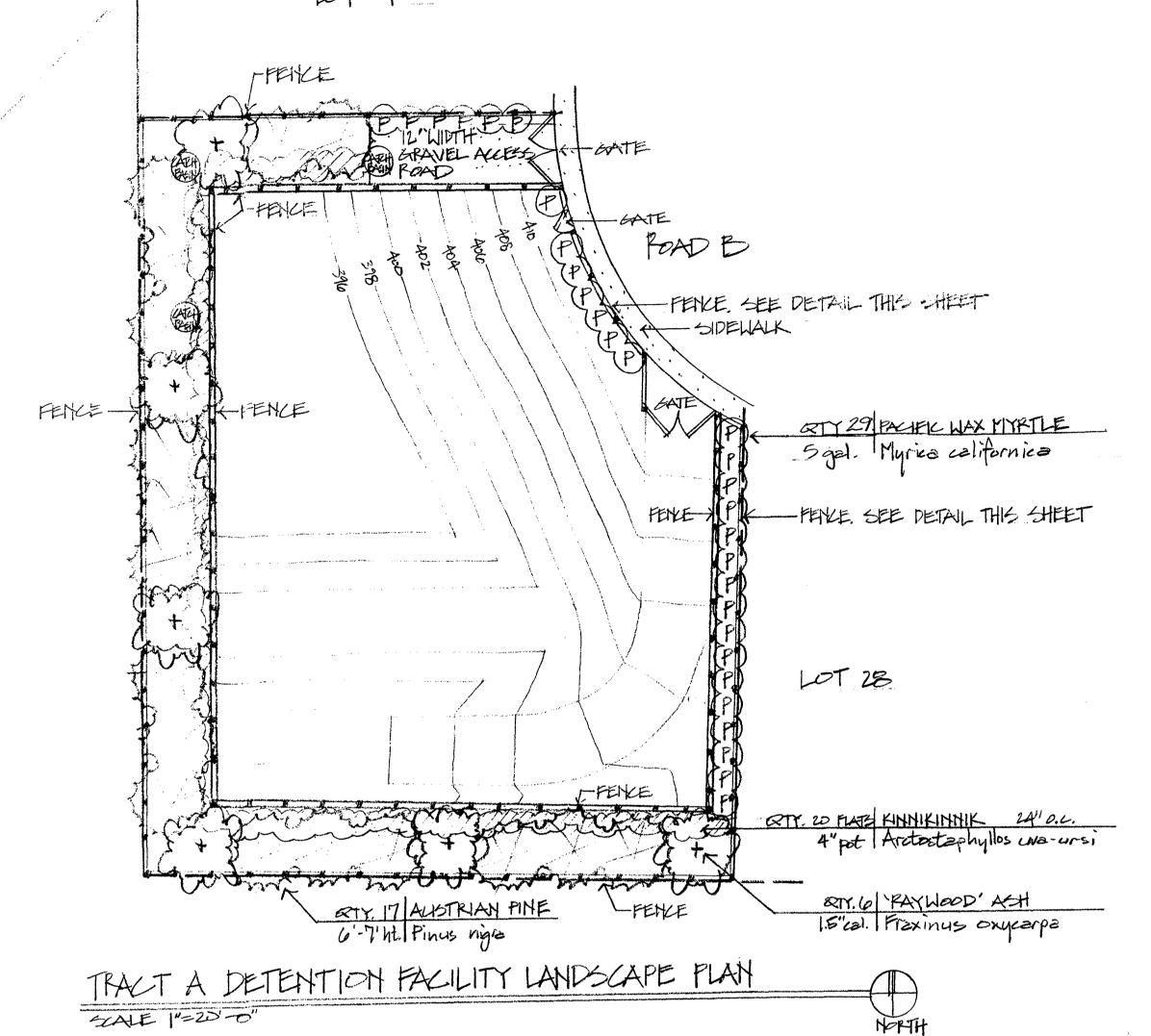
PROJECT NUMBER 04090



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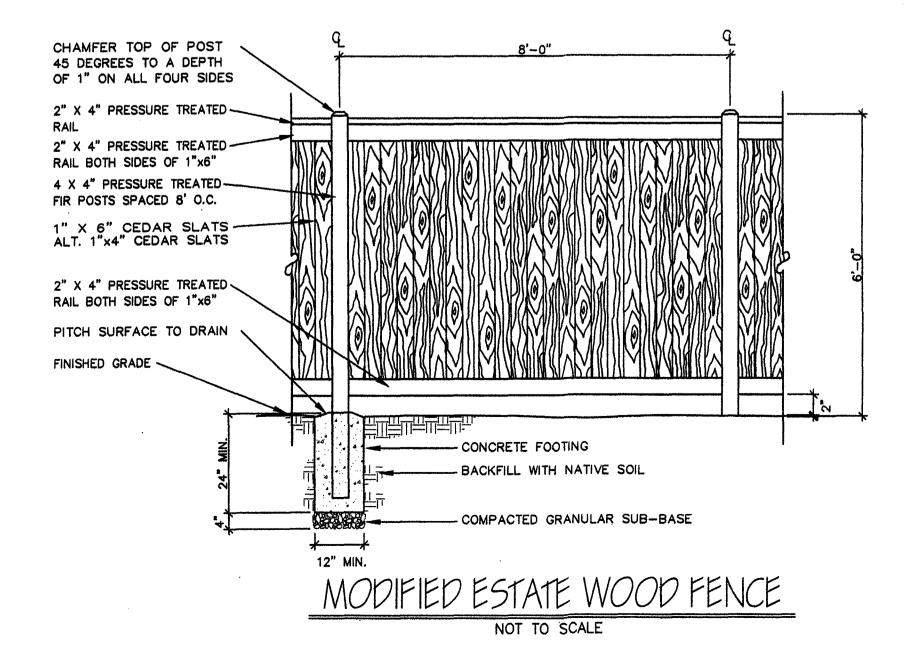
8

LOT 9



HORTH

NOTE: NO SUPPLEMENTAL IRPLGATION IS PROPOSED.
PLATT SPECIES ARE CHOSEN FOR XERISCAPE CAPABILITIES



LANDSCAPE NOTES

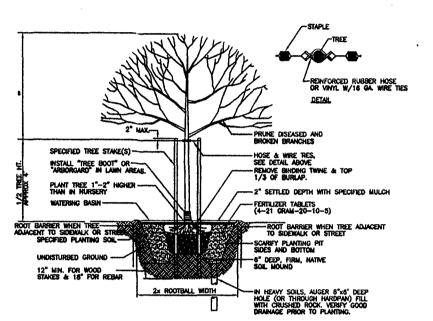
- 1. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH ALL OTHER SITE IMPROVEMENTS AND CONDITIONS PRIOR TO STARTING LANDSCAPE WORK. CONTRACTOR SHALL MARK THE MITIGATION AREA PRIOR TO WORK. 2. CONTRACTOR SHALL USE CAUTION WHILE EXCAVATING TO AVOID DISTURBING ANY UTILITIES ENCOUNTERED. CONTRACTOR IS TO PROMPTLY ADVISE OWNER OF ANY DISTURBED UTILITIES. (LOCATION SERVICE PHONE: 1-800-424-5555)

  3. CONTRACTOR SHALL MAINTAIN AND WATER ALL PLANT MATERIAL FOR 1 YEAR OR UNTIL FINAL INSPECTION AND ACCEPTANCE BY OWNER.

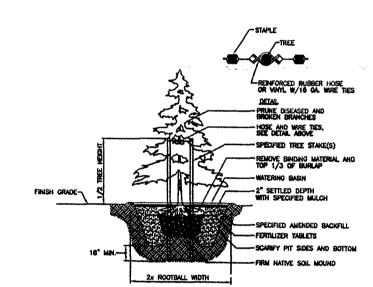
- 4. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPUTING SPECIFIC QUANTITIES OF GROUND COVERS AND PLANT MATERIALS UTILIZING ON—CENTER SPACING FOR PLANTS AS STATED ON THE LANDSCAPE PLAN AND MINIMUM PLANTING DISTANCES AS SPECIFIED BELOW IN THESE NOTES.

  5. GROUND COVERS SHALL BE PLANTED IN AN EQUILATERAL TRIANGULAR SPACING PATTERN AT THE ON—CENTER DISTANCES SHOWN ON THE PLAN OR IN THE PLAN SCHEDULE. WHERE GROUND COVER ABUTS CURBING, SIDEWALKS, SIGNS OR POLES, MINIMUM PLANTING DISTANCES SHALL BE 12" FROM CENTER OF PLANT TO CURB, SIDEWALKS, ETC. MINIMUM PLANTING DISTANCES SHALL BE 12" FROM CENTER OF PLANT TO CURB, SIDEWALK, ETC. MINIMUM PLANTING DISTANCE SHALL BE 24" FROM CENTER OF TREES AND SHRUBS. 6. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE QUANTITIES OF PLANTS THAT ARE REPRESENTED BY SYMBOLS ON THE DRAWINGS.
- SUBGRADE IS TO BE WITHIN 1/10TH OF ONE FOOT AS PROVIDED BY OTHERS. ALL PLANTING AREAS TO BE CLEARED OF ALL CONSTRUCTION MATERIAL AND ROCKS AND STICKS LARGER THAN 2" IN DIAMETER.
   ROTOTILL 4" TOPSOIL IN ALL SHRUB BEDS INTO THE TOP 6" OF SOIL.
   ALL BEDS TO RECEIVE A MINIMUM OF 2" FINE FIR BARK.
- 10. ALL PLANT MATERIAL SHALL BE FERTILIZED WITH AGRO TRANSPLANT FERTILIZER 4-2-2 PER MANUFACTURER'S RECOMMENDATIONS.

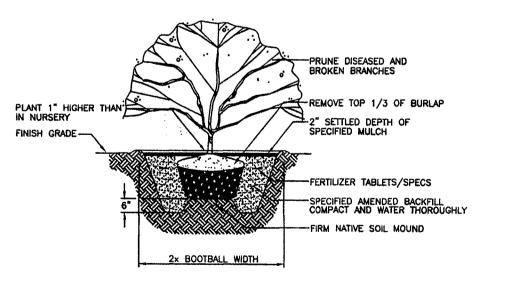
12. CONTRACTOR TO PROVIDE A ONE-YEAR WARRANTY ON ALL PLANT MATERIAL.



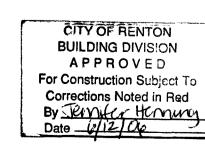
TREE PLANTING & STAKING DETAIL



CONIFEROUS TREE PLANTING AND STAKING DETAIL



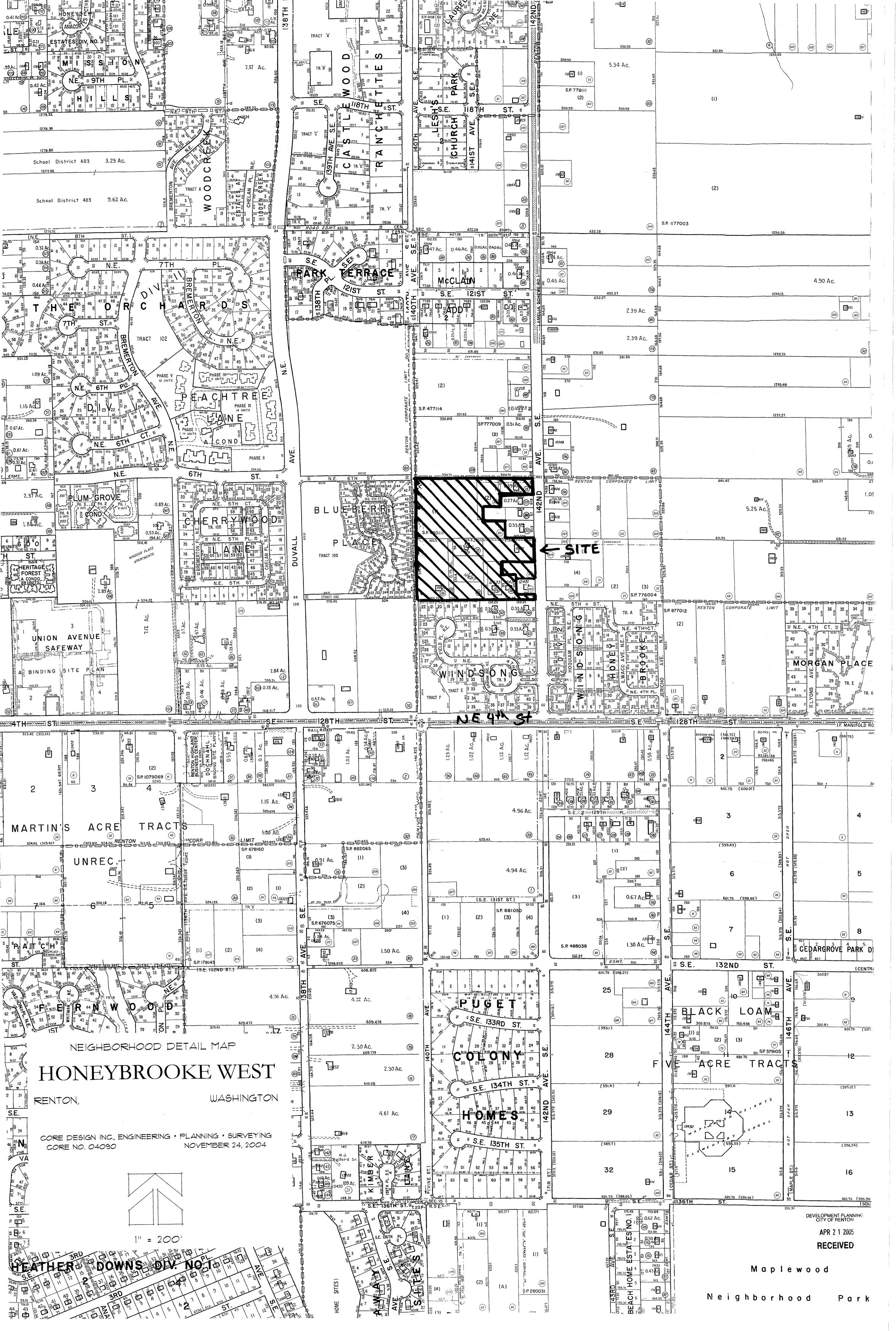
SHRUB PLANTING DETAIL
NOT TO SCALE



LANDSC/ HOQUIAM AVE

HONEY BROOKE WEST RENTON, WASHINGTON

APE







SCALE: 1" = 40'

# OWNER/APPLICANT

LANGLEY DEVELOPMENT GROUP, INC. 6450 SOUTHCENTER BLVD. #106 SEATTLE, WASHINGTON 98188 (206) 244-0122 EXT. 120 CONTACT: C. THOMAS FOSTER

# PLANNER/ENGINEER/SURVEYOR

BELLEVUE, WASHINGTON 98007 CONTACT: MICHAEL CHEN- PLANNER BRENNAN P. TAYLOR, P.E. - ENGINEER STEPHEN J. SCHREI, P.L.S. - SURVEYOR

# BASIS OF BEARINGS

N88°21'09"W BETWEEN FOUND MONUMENTS HELD AS THE SOUTHEAST CORNER AND SOUTH QUARTER CORNER OF SEC. 10-23-5 PER KCAS SUBDIVISION ALONG THE SOUTH LINE OF SAID SECTION.

PER CITY OF RENTON SURVEY ON NAVO 1988 DATUM

NO. 1852 - 3" FLAT BRASS SURFACE DISC AT THE CONSTRUCTED INTERSECTION OF NE. 4TH ST. (SE. 128TH ST.) AND 148TH AVE. SE. EL. 454.77 (138.614 METERS)

NO. 2103 - BROKEN BRASS SURFACE DISC IN THE INTERSECTION OF S.E. 128TH ST. AND 156TH AVE S.E EL. 547.94 (167.013 METERS)

> DEVELOPMENT PLANNING CITY OF RENTON APR 2 1 2005

> > RECEIVED

PROJECT NUMBER 04090



SHEET

# HONEY BROOKE WEST FOR LANGLEY DEVELOPMENT GROUP, INC.

# LEGAL DESCRIPTIONS

# AFN 1023059036 (FILE NO. 4209-419498)

THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10. TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON:

TOGETHER WITH THE WEST 25 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, IN KING COUNTY, WASH, EXCEPT THE NORTH 90 FEET THEREOF

### PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON: EXCEPT THAT PORTION LYING WITHIN PARCEL A: AND EXCEPT THAT PORTION LYING WITHIN 142ND AVENUE SOUTHEAST.

# AFN 1023059070 4 1023059098 (FILE NO. 4209-419489):

THOSE PORTIONS OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE WEST 25 FEET OF THE NORTH 90 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER: AND THE NORTH 90 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST; EXCEPT THE WEST 25 FEET THEREOF.

### PARCEL A-1:

AN EASEMENT OVER THE SOUTH 15 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10: EXCEPT THE WEST 33320 FEET; AND EXCEPT THE EAST 30 FEET THEREOF;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN PARCEL A

# PARCEL B:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON DESCRIBED AS

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE N88'20'43"W, ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 30.01 FEET TO THE TRUE POINT OF BEGINNING: THENCE CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 27561 FEET TO THE EAST LINE OF THE WEST 25 FEET OF SAID SUBDIVISION: THENCE SOO 10'02"W, ALONG SAID EAST LINE, A DISTANCE OF 329.43 FEET TO THE SOUTH LINE OF SAID SUBDIVISION: THENCE 588°20'52"E, ALONG SAID SOUTH LINE A DISTANCE OF 275.51 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION: THENCE NOO'11'06 "E, ALONG SAID WEST LINE A DISTANCE OF 30.01 FEET; THENCE N88°20'52"W A DISTANCE OF 100.03 FEET: THENCE NOO"11'06"E A DISTANCE OF 99.03 FEET; THENCE N88"20"52"W A DISTANCE OF 82.49 FEET; THENCE SOO 10'02"W A DISTANCE OF 99.03 FEET; THENCE N88°20'52"W A DISTANCE OF 73.02 FEET TO THE EAST LINE OF THE WEST 45 FEET OF SAID SUBDIVISION; THENCE NOO°10'02"E, ALONG SAID EAST LINE, A DISTANCE OF 177.38 FEET TO THE SOUTH LINE OF THE NORTH 122 FEET OF SAID SUBDIVISION: THENCE \$88°20'43"E, ALONG SAID SOUTH LINE, A DISTANCE OF 255.56 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION: THENCE NOO"II'OG "E, ALONG SAID WEST LINE, A DISTANCE OF 122.04 FEET TO THE TRUE POINT OF BEGINNING.

### APN 1023059123 (FILE NO. 4209-419473): PARCEL A:

LOT I OF KING COUNTY SHORT PLAT NO. 480111, RECORDED JUNE 18, 1982, UNDER RECORDING NO. 8206180434, RECORDS OF KING COUNTY, WASHINGTON.

# PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF.

# APN 1023059125 (FILE NO. 4268-520073):

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER: EXCEPT THE NORTH 230 FEET THEREOF;

ALSO EXCEPT THE WEST 25 FEET THEREOF;

TOGETHER WITH THE WEST 10 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER: EXCEPT THE NORTH 230 FEET THEREOF;

ALL IN SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON.

# PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH IS FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF.

# APN 1023059176 (FILE NO. 4268-520038):

TRACT B OF SHORT PLAT NO. 1274035, ACCORDING TO THE SHORT PLAT SURVEY RECORDED UNDER RECORDING NO. 1601130712 AND CORRECTED UNDER RECORDING NO. 7601210467, IN KING COUNTY, WASHINGTON.

### PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS DELINEATED ON SHORT PLAT NO. 1274035, ACCORDING TO THE SHORT PLAT SURVEY RECORDED UNDER RECORDING NO. 1601130112 AND CORRECTED UNDER RECORDING NO. 7601210467, IN KING COUNTY, WASHINGTON.

# <u>AFN 1023059385 4 1023059015 (FILE NO. 4209-353048):</u> PARCEL A:

LOT 2 OF KING COUNTY SHORT PLAT NO. 48011, RECORDED JUNE 18, 1982 UNDER KING COUNTY RECORDING NO. 8206180434, IN KING COUNTY, WASHINGTON:

EXCEPT THE EAST II FEET OF THE NORTH 80 FEET

### PARCEL B:

THE NORTH 97.39 FEET OF THE EASTERLY 206.01 FEET, AS MEASURED ALONG THE NORTH LINE, OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET FOR COUNTY ROAD;

TOGETHER WITH THE EAST II FEET OF THE NORTH 80 FEET OF LOT 2 OF KING COUNTY SHORT PLAT NO. 480111, RECORDED JUNE 18, 1982 UNDER KING COUNTY RECORDING NO. 8206180434, IN KING COUNTY, WASHINGTON.

### PARCEL C:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST,

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CREATED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8204090283, IN KING COUNTY, WASHINGTON.

# APN 1023059291 (FILE NO. 4268-519994):

THE SOUTH 140 FEET OF THE NORTH 230 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER:

EXCEPT THE WEST 25 FEET THEPEOF, AND

THE WEST 25 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER:

# EXCEPT THE NORTH 90 FEET AND

EXCEPT THAT PORTION OF THE WEST 10 FEET LYING SOUTH OF THE NORTH 230 FEET OF SAID SUBDIVISION: ALL IN SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, WM., IN KING COUNTY, WASHINGTON.

# PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH IS FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THE EAST 30 FEET AND THE WEST 25 FEET THEREOF.

# APN 1023059177 (FILE NO. 4209-537598):

TRACT A, KING COUNTY SHORT PLAT NO. 1274035, RECORDED UNDER RECORDING NO. 7601210467, BEING A CORRECTION OF SHORT PLAT RECORDED UNDER RECORDING NO. 1601130712, IN KING COUNTY, WASHINGTON.

# DATUM

CITY OF RENTON - NAVD 1988

# BASIS OF BEARINGS

N88°21'09"W BETWEEN FOUND MONUMENTS HELD AS THE SOUTHEAST CORNER AND SOUTH QUARTER CORNER OF SEC. 10-23-5 PER KCAS SUBDIVISION ALONG THE SOUTH LINE OF SAID SECTION.

# BENCHMARKS:

PER CITY OF RENTON SURVEY ON NAVO 1988 DATUM

NO. 1852 - 3" FLAT BRASS SURFACE DISC AT THE CONSTRUCTED INTERSECTION OF N.E. 4TH ST. (S.E. 128THST.) AND 148TH AVE. S.E. EL. 454.77 (138614 METERS)

NO. 2103 - BROKEN BRASS SURFACE DISC IN THE INTERSECTION OF S.E. 128TH ST. AND 156TH AVE SE EL. 547.94 (167.013 METERS)

# OWNER/APPLICANT

LANGLEY DEVELOPMENT GROUP, INC. 6450 SOUTHCENTER BLVD. #06 SEATTLE, WASHINGTON 98188 (206) 244-0122 EXT. 120 CONTACT: C. THOMAS FOSTER

# PLANNER/ENGINEER/SURVEYOR

CORE DESIGN INC. 14711 N.E. 29TH PLACE, SUITE 101 BELLEVUE, WASHINGTON 9800T (425) 885-7877 CONTACT: MICHAEL CHEN- PLANNER

BRENNAN P. TAYLOR, P.E. - ENGINEER STEPHEN J. SCHREI, PL.S. - SURVEYOR

362,943± S.F. (8.33 ACRES)

NO. OF LOTS:

AVERAGE LOT SIZE: 5,045± S.F. EXISTING ZONING: R-8

PERMITTED DENSITY: 8 DUJAC. PROPOSED DENSITY: T.93 DU/AC. 79,180± S.F. PUBLIC R-0-W

STORM DRAINAGE (TRACT A) 19,258± S.F. 594± S.F.

OPEN SPACE (TRACT B) OPEN SPACE (TRACT C)

818± S.F. FRONT -

REAR -20' SIDE -5', 15' adjacent to street GARAGE - 20'

# DENSITY CALCULATIONS

GROSS AREA OF PROPERTY: - PUBLIC R-O-W

- PRIVATE ACCESS EASEMENT NET SITE AREA:

3,559± SF 280,204± SF OR 6.43 ACRES

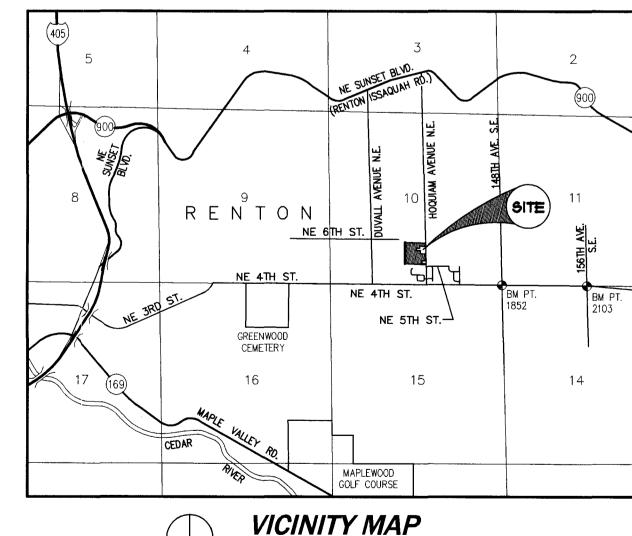
362,943± SF (833 ACRES)

NO. OF LOTS: NET DENSITY:

SETBACKS:

79,180± SF





PROJECT NUMBER

04090

SITE STATISTICS WM., IN KING COUNTY, WASHINGTON, EXCEPT THE EAST 30 FEET THEREOF. TOTAL SITE AREA: PROPOSED USE: DETACHED - SINGLE FAMILY

LUA05-055. PP.ECF

### APN 1023059036 (FILE NO. 4209-419498):

5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT

6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT RECORDED FEBRUARY 25, 1943 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3143916, AS SHOWN ON SHEET 3.

7. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED OCTOBER 31, 1947 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3739945, AS SHOWN ON SHEET 3.

8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4612" RECORDED JUNE 21, 1996 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9606210966.

9. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4924" RECORDED JANUARY 4, 2002 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20020104002323.

### APN 1023059070 4 1023059098 (FILE NO. 4209-419489):

8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR POLE LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347794. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT

9. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT

10. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAYOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED OCTOBER 31, 1947 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3739945, AS SHOWN ON SHEET 3.

II. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 49000897, AS SHOWN ON SHEET 3.

12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 6064076, AS SHOWN ON SHEET 3.

13. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION OF AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 7412190401, AS SHOWN ON SHEET 3.

14. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLE "ORDINANCE NO. 4612" RECORDED JUNE 21, 1996 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9606210966.

15. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE" RECORDED JANUARY 4, 2002 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO.

2002104002323.

### APN 1023059123 (FILE NO. 4209-419473):

5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR POLE LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347794. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

15. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR FLECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. BII2963 (VOL. 1912 PAGE 47). INSUFFICIENT DESCRIPTION TO DETERMINE EXACT

7. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENT, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION, AS SHOWN ON SHEET 3.

8. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, AND/OR EASEMENT; BUT DELETING ANY COVENANTS, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATION ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8309120539. LEGAL DESCRIPTION OF ENCUMBERED PROPERTY IS ILLEGIBLE AND THE DOCUMENT CONTAINS NO EASEMENT.

9. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A TEMPORARY WATER SERVICE AGREEMENT BETWEEN KING COUNTY WATER DISTRICT NO. 90 AND G. W. SUTHERLAND AND DONNA D. SUTHERLAND, HIS WIFE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8403230934.

10. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAYOR OF KING COUNTY WATER DISTRICT NO. 90 FOR WATER MAINS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8403230935, AS SHOWN ON SHEET 3.

II. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "BEAR EQUAL COSTS OF MAINTENANCE, REPAIR OR RECONSTRUCTION OF 124TH STREET ROAD" RECORDED NOVEMBER 13, 1987 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8711131412.

12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4924" RECORDED JANUARY 4, 2002 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20020104002323.

### AFN 1023059125 (FILE NO. 4268-520073)

5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR POLE LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347794 INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963 INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

 THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3143916, AS SHOWN ON SHEET 3.

8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAYOR OF PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED OCTOBER 31, 1947 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3739945, AS SHOWN ON SHEET 3.

9. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT AGREEMENT BETWEEN WILLIAM C. PETERS AND JENNIE L PETERS, HIS WIFE AND HENRY L. MEAD AND RUTH LAVERNE MEAD, HIS WIFE AND GILBERT LESH, ADMINISTRATOR THE ESTATE OF PATRICIA RADER, DECEASED AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 6064016, AS SHOWN ON SHEET 3.

10. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WASTER AND PUBLIC FACILITIES OF CITY OF RENTON AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 96096210966.

### <u>APN 1023059176 (FILE NO. 4268-520038):</u>

5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR ELECTRIC TRANSMISSION DATED JULY 1, 1904 RECORDED JULY 31, 1905 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347794 (VOLUME 409 OF DEEDS, PAGE 623). INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUNDS POWER AND LIGHT COMPANY FOR ELECTRIC TRANSMISSION DATED JULY 17, 1940 RECORDED JULY 22, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

T. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENT, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION, AS SHOWN ON SHEET 3.

8. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8812019002, RECORDED IN YOLUME 63 OF SURVEYS, AT PAGE 275, IN KING COUNTY, WASHINGTON, AS SHOWN ON SHEET 3.

9. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WATER AND PUBLIC FACILITIES OF CITY OF RENTON AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9606210966.

### <u>AFN 1023059385 4 1023059015 (FILE NO. 4209-353048)</u>

8. THIS SITE IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS AND/OR PROVISIONS CONTAINED IN AN EASEMENT SERVING SAID PREMISES, AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8204090283, AS SHOWN ON SHEET 3.

9. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTS, AND/OR EASEMENT; BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS YIOLATE TITLE 42. SECTION 3604(C), OF THE UNITED STATES CODES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8309120539. LEGAL DESCRIPTION OF ENCUMBERED PROPERTY IS ILLEGIBLE AND THE DOCUMENT CONTAINS NO EASEMENT.

10. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT TO PUGET SOUNDS POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED DECEMBER 2, 1983 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8312020783, AS SHOWN ON SHEET 3.

11. THIS SITE IS SUBJECT TO A TEMPORARY WATER SERVICE AND PAYMENT AGREEMENT BETWEEN KING COUNTY WATER DISTRICT NO. 90 AND G. W. SUTHERLAND AND DONNA D. SUTHERLAND, HIS WIFE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8403230934.

12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF KING COUNTY WASTER DISTRICT NO. 90 FOR WATER MAINS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8403230936 AS SHOWN ON SHEET 3.

13. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF THE DOCUMENT ENTITLED "ROAD MAINTENANCE PROVISIONS" RECORDED NOVEMBER 13, 1987 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8711131412.

14. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4924" RECORDED JANUARY 4, 2002 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO.

20020104002323.

### <u> APN 1023059291 (FILE NO. 4268-519994):</u>

10. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN AN EASEMENT IN FAYOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR POLE LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 341794. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT

II. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAYOR OF PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT

12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED OCTOBER 31, 1947 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3739945. AS SHOWN ON SHEET 3.

13. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF FRANK H. GERLOCK AND ANNA GERLOCK HUSBAND AND WIFE OR WATER PIPE LINE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 4482224. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT

14. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN INSTRUMENT FOR ROAD MAINTENANCE PROVISIONS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8807010506.

15. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, EASEMENT, PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8812019002, RECORDED IN YOLUME 63 OF SURVEYS, PAGE 275, IN KING COUNTY, WASHINGTON. AS SHOWN ON SHEET 3.

16. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF WASHINGTON NATURAL GAS COMPANY, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR GAS PIPELINE OR PIPELINES RECORDED NOVEMBER 04, 1992 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9211040931, AS SHOWN ON SHEET 3,

17. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WATER AND PUBLIC FACILITIES OF CITY OF RENTON AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9606210966.

### <u> APN 1023059177 (FILE NO. 4209-537598):</u>

7. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR SLOPES, CUTS AND FILLS AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 3085164. NO COPY OF DOCUMENT AVAILABLE.

8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR ELECTRIC TRANSMISSION AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 347794 (VOLUME 409 OF DEEDS, PAGE 623). INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

9. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT RECORDED JULY 22, 1940 IN FAYOR OF PUGET SOUNDS ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.

10. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS RESTRICTIONS, EASEMENT, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION. INFORMATION PER SURVEY ALREADY SHOWN ON SHEET 3.

11. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, EASEMENTS, PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 8812019002, RECORDED IN VOLUME 63 OF SURVEYS, AT PAGE 275, IN KING COUNTY, WASHINGTON. AS SHOWN ON SHEET

12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4924" RECORDED JANUARY 04, 2002 AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 20020104002323.

13. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, EASEMENTS, PROVISIONS CONTAINED AND/OR DELINEATED OF THE FACE OF THE SURVEY AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 20030311900008 IN KING COUNTY, WASHINGTON. INFORMATION PER SURVEY ALREADY SHOWN ON SHEET 3.

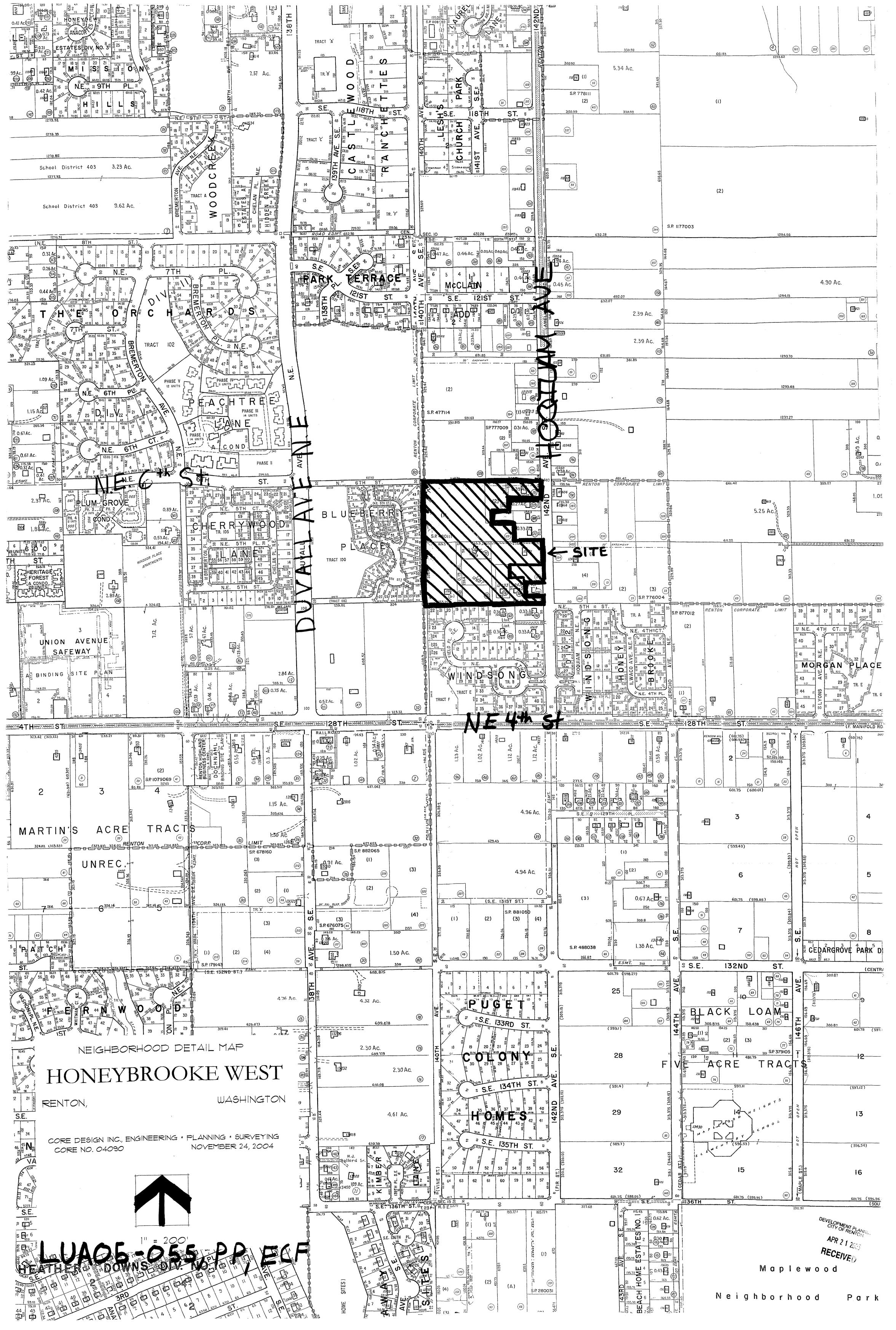
OF

PROJECT NUMBER 04090

SHEET

APR 2 1 2005 RECEIVED

11A05-055





SCALE: 1" = 40'

# OWNER/APPLICANT

LANGLEY DEVELOPMENT GROUP, INC. 6450 SOUTHCENTER BLYD. #106 SEATTLE, WASHINGTON 98188 (206) 244-0122 EXT. 120 CONTACT: C. THOMAS FOSTER

# PLANNER/ENGINEER/SURVEYOR

CORE DESIGN INC.
14711 N.E. 29TH PLACE, SUITE 101
BELLEVUE, WASHINGTON 9800T
(425) 885-7877
CONTACT: MICHAEL CHEN- PLANNER
BRENNAN P. TAYLOR, P.E. - ENGINEER
STEPHEN J. SCHREI, P.L.S. - SURVEYOR

CITY OF RENTON - NAVD 1988

# BASIS OF BEARINGS

N88°21'09"W BETWEEN FOUND MONUMENTS HELD AS THE SOUTHEAST CORNER AND SOUTH QUARTER CORNER OF SEC. 10-23-5 PER KCAS SUBDIVISION ALONG THE SOUTH LINE OF SAID SECTION.

# BENCHMARKS:

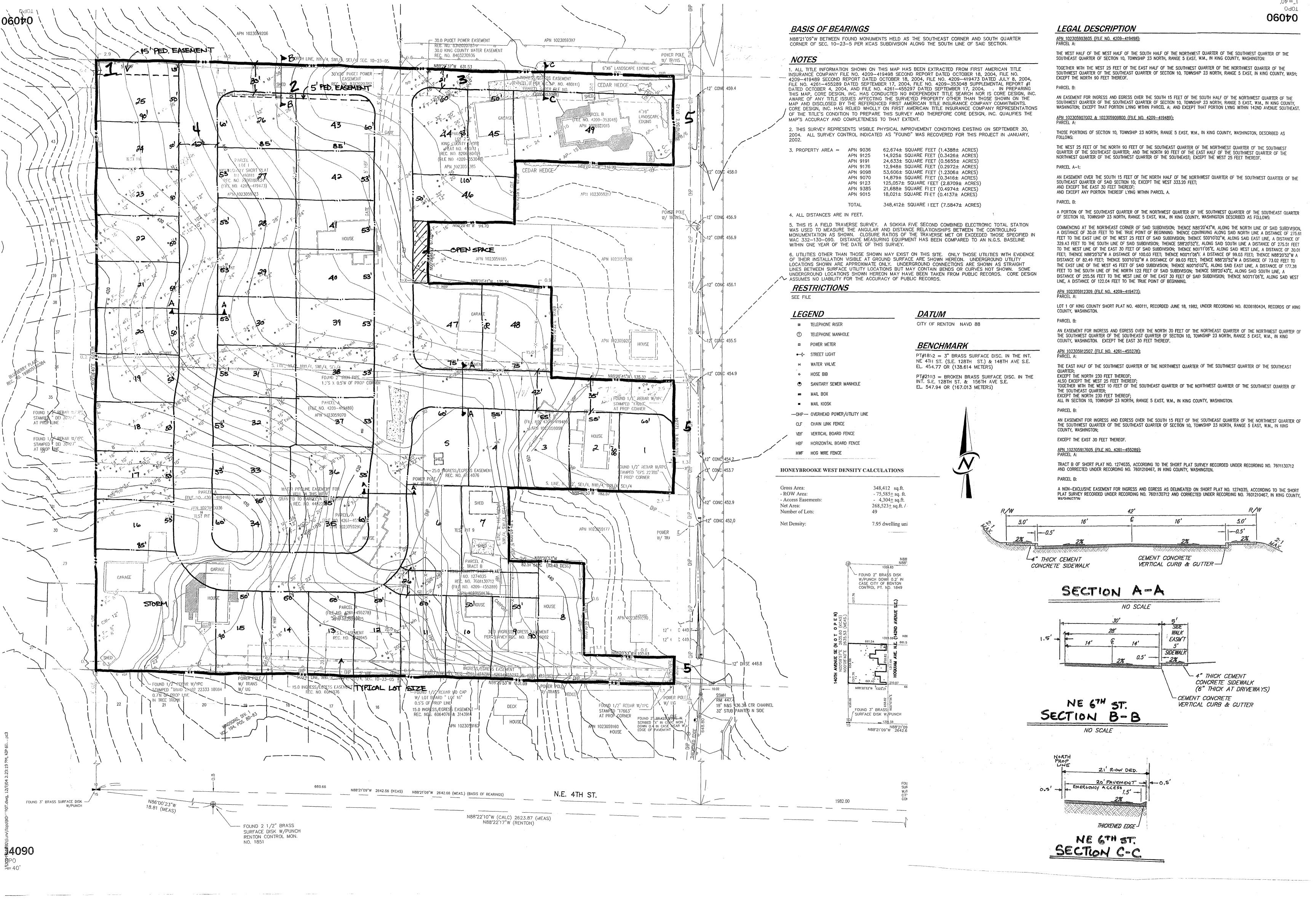
PER CITY OF RENTON SURVEY ON NAVD 1988 DATUM

NO. 1852 - 3" FLAT BRASS SURFACE DISC AT THE CONSTRUCTED INTERSECTION OF NE. 4TH ST. (S.E. 128TH ST.) AND 148TH AVE. S.E. EL. 454.77 (138614 METERS)

NO. 2103 - BROKEN BRASS SURFACE DISC IN THE INTERSECTION OF S.E. 128TH ST. AND 156TH AVE S.E EL. 547.94 (167.013 METERS)

SHEET

APR 2 1 2005 PROJECT NUMBER 04090



# HONEY BROOKE WEST FOR LANGLEY DEVELOPMENT GROUP, INC.

# LEGAL DESCRIPTIONS

# APN 1023059036 (FILE NO. 4209-419498):

THE WEST HALF OF THE WEST HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10. TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON:

TOGETHER WITH THE WEST 25 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, IN KING COUNTY, WASH: EXCEPT THE NORTH 90 FEET THEREOF.

### PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON; EXCEPT THAT PORTION LYING WITHIN PARCEL A; AND EXCEPT THAT PORTION LYING WITHIN 142ND AVENUE SOUTHEAST.

# APN 1023059070 & 1023059098 (FILE NO. 4209-419489);

THOSE PORTIONS OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THE WEST 25 FEET OF THE NORTH 90 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; AND THE NORTH 90 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST; EXCEPT THE WEST 25 FEET THEREOF.

### PARCEL A-1

AN EASEMENT OVER THE SOUTH 15 FEET OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 10; EXCEPT THE WEST 333.20 FEET; AND EXCEPT THE EAST 30 FEET THEREOF;

AND EXCEPT THE EAST 30 FEET THEREOF;
AND EXCEPT ANY PORTION THEREOF LYING WITHIN PARCEL A.

### PARCEL B:

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE N88'20'43"W. ALONG THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 30.01 FEET TO THE TRUE POINT OF BEGINNING: THENCE CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 275.61 FEET TO THE EAST LINE OF THE WEST 25 FEET OF SAID SUBDIVISION: THENCE S0010'02"W, ALONG SAID EAST LINE, A DISTANCE OF 329.43 FFFT TO THI SOUTH LINE OF SAID SUBDIVISION; THENCE S88'20'52"E, ALONG SAID SOUTH LINE A DISTANCE OF 275.51 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION; THENCE NOO"11'06"E, ALONG SAID WEST LINE, A DISTANCE OF 30.01 FEET: THENCE N88'20'52"W A DISTANCE OF 100.03 FEET: THENCE N00'11'06"E A DISTANCE OF 99.03 FEET; THENCE N88'20'52"W A DISTANCE OF 82.49 FEET; THENCE SOO'10'02"W A DISTANCE OF 99.03 FEET: THENCE N88"20'52"W A DISTANCE OF 73.02 FEET TO THE EAST LINE OF THE WEST 45 FEET OF SAID SUBDIVISION; THENCE NOO'10'02"E, ALONG SAID EAST LINE, A DISTANCE OF 177.38 FEET TO THE SOUTH LINE OF THE NORTH 122 FEET OF SAID SUBDIVISION: THENCE S88'20'43"E, ALONG SAID SOUTH LINE, A DISTANCE OF 255.56 FEET TO THE WEST LINE OF THE EAST 30 FEET OF SAID SUBDIVISION: THENCE NOO"11'06"E. ALONG SAID WEST LINE, A DISTANCE OF 122.04 FEET TO THE TRUE POINT OF BEGINNING.

# APN 1023059123 (FILE NO. 4209-419473):

LOT 1 OF KING COUNTY SHORT PLAT NO. 480111, RECORDED JUNE 18, 1982, UNDER RECORDING NO. 8206180434, RECORDS OF KING COUNTY, WASHINGTON.

### PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON. EXCEPT THE EAST 30 FEET THEREOF.

# APN 1023059125 (FILE NO. 4261-455278); PARCEL A:

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; EXCEPT THE NORTH 230 FEET THEREOF:

ALSO EXCEPT THE WEST 25 FEET THEREOF;
TOGETHER WITH THE WEST 10 FEET OF THE SOUTHEAST QUARTER OF THE
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER;
EXCEPT THE NORTH 230 FEET THEREOF;
ALL IN SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY,
WASHINGTON.

# PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 30 FEET THEREOF.

# APN 1023059176 (FILE NO. 4261-455289):

TRACT B OF SHORT PLAT NO. 1274035, ACCORDING TO THE SHORT PLAT SURVEY RECORDED UNDER RECORDING NO. 7601130712 AND CORRECTED UNDER RECORDING NO. 7601210467, IN KING COUNTY, WASHINGTON.

### PARCEL B:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AS DELINEATED ON SHORT PLAT NO. 1274035, ACCORDING TO THE SHORT PLAT SURVEY RECORDED UNDER RECORDING NO. 7601130712 AND CORRECTED UNDER RECORDING NO. 7601210467, IN KING COUNTY, WASHINGTON.

# <u>APN 1023059385 & 1023059015 (FILE NO. 4209-353048):</u> PARCEL A:

LOT 2 OF KING COUNTY SHORT PLAT NO. 480111, RECORDED JUNE 18, 1982 UNDER KING COUNTY RECORDING NO. 8206180434, IN KING COUNTY, WASHINGTON;

EXCEPT THE EAST 11 FEET OF THE NORTH 80 FEET.

### PARCEL B:

THE NORTH 97.39 FEET OF THE EASTERLY 206.01 FEET, AS MEASURED ALONG THE NORTH LINE, OF THE NORTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON;

### EXCEPT THE EAST 30 FEET FOR COUNTY ROAD;

TOGETHER WITH THE EAST 11 FEET OF THE NORTH 80 FEET OF LOT 2 OF KING COUNTY SHORT PLAT NO. 480111, RECORDED JUNE 18, 1982 UNDER KING COUNTY RI CORDING NO. 8206180434, IN KING COUNTY, WASHINGTON.

### PARCEL C:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE NORTH 30 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, EXCEPT THE EAST 30 FEET THEREOF.

# PARCEL D:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS CREATED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8204090283. IN KING COUNTY, WASHINGTON.

# APN 1023059291 (FILE NO. 4261-455297):

THE SOUTH 140 FEET OF THE NORTH 230 FEET OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER:

# EXCEPT THE WEST 25 FEET THEREOF, AND

THE WEST 25 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER;

# EXCEPT THE NORTH 90 FEET AND

EXCEPT THAT PORTION OF THE WEST 10 FEET LYING SOUTH OF THE NORTH 230 FEET OF SAID SUBDIVISION; ALL IN SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

# PARCEL B:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTH 15 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THE EAST 30 FEET AND THE WEST 25 FEET THEREOF.

# APN 1023059177 (FILE NO. 4209-537598);

TRACT A, KING COUNTY SHORT PLAT NO. 1274035, RECORDED UNDER RECORDING NO. 7601210467, BEING A CORRECTION OF SHORT PLAT RECORDED UNDER RECORDING NO. 7601130712, IN KING COUNTY, WASHINGTON.

### NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 4209-419498 SECOND REPORT DATED OCTOBER 18, 2004, UPDATED FEBRUARY 25, 2005, FILE NO. 4209-419489 SECOND REPORT DATED OCTOBER 18, 2004 UPDATED FEBRUARY 25, 2005, FILE NO. 4209-419473 DATED JULY 8, 2004 UPDATED FEBRUARY 25, 2005, FILE NO. 4209-537531 DATED FEBRUARY 25, 2005, FILE NO. 4209-537598 DATED FEBRUARY 24, 2005, FILE NO. 4268-520073 DATED JANUARY 26, 2005 UPDATED FEBRUARY 25, 2005, FILE NO. 4268-520038 DATED JANUARY 26, 2005, FILE NO. 4268-520087 DATED MARCH 7, 2005, AND FILE NO. 4268-519994 DATED JANUARY 26, 2005.IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENTS. CORE DESIGN, INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE INSURANCE COMPANY REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN. INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

2. THIS SURVEY REPRESENTS VISIBLE PHYSICAL IMPROVEMENT CONDITIONS EXISTING ON SEPTEMBER 30, 2004. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN JANUARY, 2002.

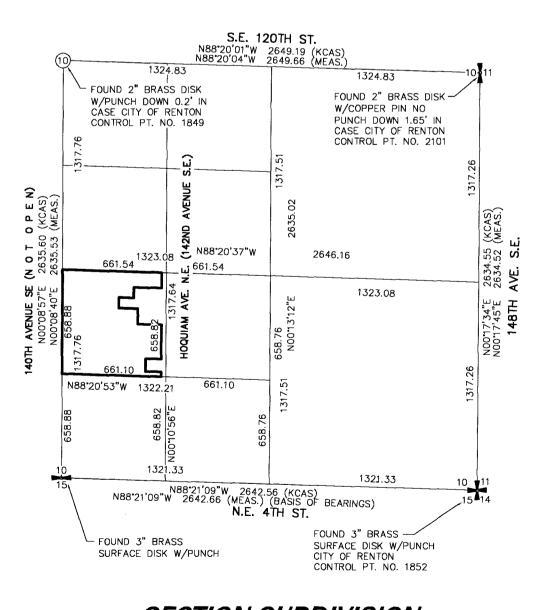
7 DOODEDTY ADEA	ADN 0076	60 674± COHADE FEET (1 4399± ACDEC)
3. PROPERTY AREA =	APN 9036	62,674± SQUARE FEET (1.4388± ACRES)
	APN 9070	$14,879\pm$ SQUARE FEET (0.3416 $\pm$ ACRES)
	APN 9098	$53,606\pm$ SQUARE FEET (1.2306 $\pm$ ACRES)
	APN 9123	125,057 $\pm$ SQUARE FEET (2.8709 $\pm$ ACRES)
	APN 9125	14,925 $\pm$ SQUARE FEET (0.3426 $\pm$ ACRES)
	APN 9176	12,948 $\pm$ SQUARE FEET (0.2972 $\pm$ ACRES)
	APN 9385	21,668 $\pm$ SQUARE FEET (0.4974 $\pm$ ACRES)
	APN 9015	18,021± SQUARE FEET (0.4137± ACRES)
	APN 9291	$24,633\pm$ SQUARE FEET (0.5655 $\pm$ ACRES)
	APN 9177	15,996± SQUARE FEET (0.3672± ACRES)

359,601± SQUARE FEET (8.2553± ACRES)

# 4. ALL DISTANCES ARE IN FEET.

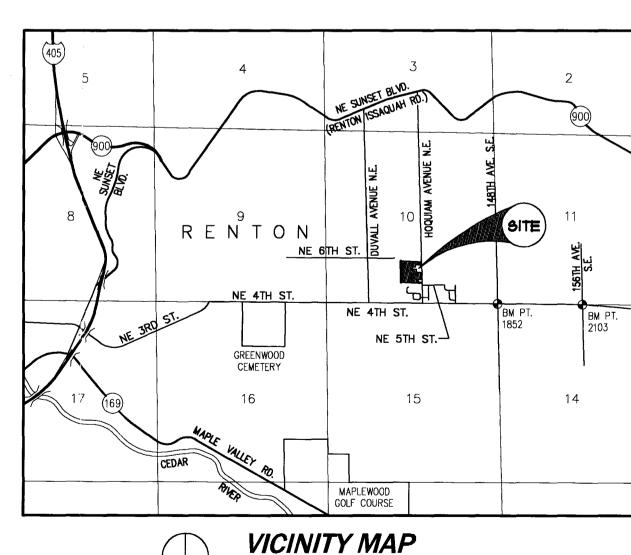
5. THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332-130-090. DISTANCE MEASURING EQUIPMENT HAS BEEN COMPARED TO AN N.G.S. BASELINE WITHIN ONE YEAR OF THE DATE OF THIS SURVEY.

6. UTILITIES OTHER THAN THOSE SHOWN MAY EXIST ON THIS SITE. ONLY THOSE UTILITIES WITH EVIDENCE OF THEIR INSTALLATION VISIBLE AT GROUND SURFACE ARE SHOWN HEREON. UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY. UNDERGROUND CONNECTIONS ARE SHOWN AS STRAIGHT LINES BETWEEN SURFACE UTILITY LOCATIONS BUT MAY CONTAIN BENDS OR CURVES NOT SHOWN. SOME UNDERGROUND LOCATIONS SHOWN HEREON MAY HAVE BEEN TAKEN FROM PUBLIC RECORDS. CORE DESIGN ASSUMES NO LIABILITY FOR THE ACCURACY OF PUBLIC RECORDS.



# SECTION SUBDIVISION

N.T.S.



N VICINITY IV

DEVELOPMENT PLANNI CITY OF RENTON

APR 2 1 2005

RECEIVED

PROJECT NUMBER **04090** 

ST.
P, IWC.

ONEY & TOPOGRAPHIC SURI ONEY BROOKE WEST LEY DEVELOPMENT GROUP, II

BOUNDARY HONE R. P.E.

5XS B. SJS AN P. 74 YLOR, P.E.

ESIGNED GXS
RAWN LRB.
PPROVED SJS

SHEET OF **3** 

### APN 1023059036 (FILE NO. 4209-419498):

- 5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.
- 6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT RECORDED FEBRUARY 25, 1943 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3143916, AS SHOWN ON SHEET 3.
- 7. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED OCTOBER 31, 1947 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3739945, AS SHOWN ON SHEET 3.
- 8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4612" RECORDED JUNE 21, 1996 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9606210966.
- 9. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4924" RECORDED JANUARY 4, 2002 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20020104002323.

### APN 1023059070 & 1023059098 (FILE NO. 4209-419489):

- 8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR POLE LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347794. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.
- 9. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963. INSUFFICIEN DESCRIPTION TO DETERMINE EXACT LOCATION.
- 10. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED OCTOBER 31, 1947 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3739945, AS SHOWN
- 11. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 49000897, AS SHOWN ON SHEET 3.
- 12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR INGRESS AND EGRESS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 6064076, AS SHOWN ON SHEET 3.
- 13. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION OF AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 7412190401, AS SHOWN ON SHEET 3.
- 14. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLE "ORDINANCE NO. 4612" RECORDED JUNE 21, 1996 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9606210966.
- 15. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE" RECORDED JANUARY 4, 2002 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 2002104002323.

### <u>APN 1023059123 (FILE NO. 4209-419473):</u>

- 5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR POLE LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347794. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.
- 6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963 (VOL. 1912) PAGE 47). INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.
- 7. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENT, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION, AS SHOWN ON SHEET 3.
- 8. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, AND/OR EASEMENT; BUT DELETING ANY COVENANTS, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATION ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8309120539. LEGAL DESCRIPTION OF ENCUMBERED PROPERTY IS ILLEGIBLE AND THE DOCUMENT CONTAINS NO EASEMENT.
- 9 THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A TEMPORARY WATER SERVICE AGREEMENT BETWEEN KING COUNTY WATER DISTRICT NO. 90 AND G. W. SIJTHERLAND AND DONNA D. SUTHERLAND, HIS WIFE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8403230934.
- 10. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF KING COUNTY WATER DISTRICT NO. 90 FOR WATER MAINS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8403230935, AS SHOWN ON
- 11. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "BEAR EQUAL COSTS OF MAINTENANCE, REPAIR OR RICONSTRUCTION OF 124TH STREET ROAD" RECORDED NOVEMBER 13, 1987 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8711131412.
- 12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISION CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4924" RECORDED JANUARY 4, 2002 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20020104002323.

### APN 1023059125 (FILE NO. 4268-520073):

- 5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR POLE LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347794 INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.
- 6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963 INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.
- 7. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3143916, AS SHOWN ON SHEET 3.
- 8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED OCTOBER 31, 1947 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3739945, AS SHOWN ON SHEET 3.
- 9. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN EASEMENT AGREEMENT BETWEEN WILLIAM C. PETERS AND JENNIE L PETERS, HIS WIFE AND HENRY L. MEAD AND RUTH LAVERNE MEAD. HIS WIFE AND GILBERT LESH. ADMINISTRATOR THE ESTATE OF PATRICIA RADER, DECEASED AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 6064076, AS SHOWN ON SHEET 3.
- 10. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WASTER AND PUBLIC FACILITIES OF CITY OF RENTON AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 96096210966.

### APN 1023059176 (FILE NO. 4268-520038):

- 5. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR ELECTRIC TRANSMISSION DATED JULY 1, 1904 RECORDED JULY 31, 1905 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347794 (VOLUME 409 OF DEEDS, PAGE 623). INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.
- 6. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUNDS POWER AND LIGHT COMPANY FOR ELECTRIC TRANSMISSION DATED JULY 17, 1940 RECORDED JULY 22, 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.
- 7. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENT, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION, AS SHOWN ON SHEET 3.
- 8. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8812019002, RECORDED IN VOLUME 63 OF SURVEYS, AT PAGE 275, IN KING COUNTY, WASHINGTON, AS SHOWN ON SHEET 3.
- 9. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WATER AND PUBLIC FACILITIES OF CITY OF RENTON AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9606210966.

### APN 1023059385 & 1023059015 (FILE NO. 4209-353048):

- 8. THIS SITE IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS AND/OR PROVISIONS CONTAINED IN AN EASEMENT SERVING SAID PREMISES, AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8204090283, AS SHOWN ON SHEET 3
- 9. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTS, AND/OR EASEMENT, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILY STATUS, OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE TITLE 42, SECTION 3604(C), OF THE UNITED STATES CODES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8309120539. LEGAL DESCRIPTION OF ENCUMBERED PROPERTY IS ILLEGIBLE AND THE DOCUMENT CONTAINS NO EASEMENT.
- 10. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT TO PUGET SOUNDS POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED DECEMBER 2, 1983 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8312020783, AS SHOWN ON SHEET 3.
- 11. THIS SITE IS SUBJECT TO A TEMPORARY WATER SERVICE AND PAYMENT AGREEMENT BETWEEN KING COUNTY WATER DISTRICT NO. 90 AND G. W. SUTHERLAND AND DONNA D. SUTHERLAND, HIS WIFE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8403230934.
- 12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF KING COUNTY WASTER DISTRICT NO. 90 FOR WATER MAINS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8403230936, AS SHOWN ON
- 13. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF THE DOCUMENT ENTITLED "ROAD MAINTENANCE PROVISIONS" RECORDED NOVEMBER 13, 1987 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8711131412.
- 14. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4924" RECORDED JANUARY 4, 2002 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 20020104002323.

### APN 1023059291 (FILE NO. 4268-519994):

- 10. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR POLE LINES AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 347794. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.
- 11. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED JULY 25. 1940 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.
- 12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF PUGET SOUND POWER AND LIGHT COMPANY, A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM RECORDED OCTOBER 31, 1947 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 3739945. AS SHOWN ON SHEET 3.
- 13. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF FRANK H. GERLOCK AND ANNA GERLOCK HUSBAND AND WIFE OR WATER PIPE LINE AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 4482224. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.
- 14. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN INSTRUMENT FOR ROAD MAINTENANCE PROVISIONS AS DISCLOSED BY INSTRUMENT RECORDED UNI)ER RECORDING NO. 8807010506.
- 15. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, EASEMENT, PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8812019002, RECORDED IN VOLUME 63 OF SURVEYS, PAGE 275, IN KING COUNTY, WASHINGTON. AS SHOWN ON SHEET 3.
- 16. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF WASHINGTON NATURAL GAS COMPANY, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS FOR GAS PIPELINE OR PIPELINES RECORDED NOVEMBER 04, 1992 AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9211040931. AS SHOWN ON SHEET 3.
- 17. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WATER AND PUBLIC FACILITIES OF CITY OF RENTON AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 9606210966.

### APN 1023059177 (FILE NO. 4209-537598):

- 7. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR SLOPES, CUTS AND FILLS AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 3085164. NO COPY OF DOCUMENT AVAILABLE.
- 8. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT IN FAVOR OF SNOQUALMIE FALLS AND WHITE RIVER POWER COMPANY FOR ELECTRIC TRANSMISSION AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 347794 (VOLUME 409 OF DEEDS, PAGE 623). INSUFFICIENT DESCRIPTION TO DETERMINE **EXACT LOCATION.**
- 9. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT RECORDED JULY 22, 1940 IN FAVOR OF PUGET SOUNDS ENERGY, INC., A WASHINGTON CORPORATION FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 3112963. INSUFFICIENT DESCRIPTION TO DETERMINE EXACT LOCATION.
- 10. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENT, FENCE LINE/BOUNDARY DISCREPANCIES, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY THE FILED OR RECORDED MAP REFERRED TO IN THE LEGAL DESCRIPTION. INFORMATION PER SURVEY ALREADY SHOWN ON SHEET
- 11. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, EASEMENTS, PROVISIONS CONTAINED AND/OR DELINEATED ON THE FACE OF THE SURVEY AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 8812019002, RECORDED IN VOLUME 63 OF SURVEYS, AT PAGE 275, IN KING COUNTY, WASHINGTON. AS SHOWN ON SHEET 3.
- 12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "ORDINANCE NO. 4924" RECORDED JANUARY 04. 2002 AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 20020104002323.
- 13. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, EASEMENTS, PROVISIONS CONTAINED AND/OR DELINEATED OF THE FACE OF THE SURVEY AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 20030311900008 IN KING COUNTY, WASHINGTON. INFORMATION PER SURVEY ALREADY SHOWN ON SHEET 3.

9

SHEET

PROJECT NUMBER 04090

