BEING A PORTION OF THE NW1/4 OF THE SE1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON

DEDICATION:

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY. MAINTENANCE AND REPAIR OR REPLACEMENT OF ALL ROADWAY DRAINAGE AND ASSOCIATED IMPROVEMENTS SHALL BE ACCOMPLISHED BY THOSE LOTS SERVED THEREBY IN EQUAL SHARES. PUBLIC UTILITIES SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR OR REPLACEMENT OR NEW INSTALLATIONS OF THEIR FACILITIES AND SHALL RESTORE PREMISES TO THE CONDITION EXISTING AT THE TIME OF SAID WORK.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED. ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF MERCER ISLAND, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION.

FURTHER THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF MERCER ISLAND, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE. INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUBSURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY THE ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION

THIS SUBDIVISION, DEDICATION, WAIVER OF CLAIMS, AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

CAYSON FIELDS LLC

BY: CLAYBURN CAPITAL INC., MANAGING MEMBER

WES GIESBRECHT, PRESIDENT

ACKNOWLEDGMENT

STATE OF WASHINGTON) COUNTY OF -

THIS IS TO CERTIFY THAT ON THIS _ DAY OF _ UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED WES GIESBRECHT, TO ME KNOWN TO BE THE PRESIDENT OF CLAYBURN CAPITAL INC. THAT EXECUTED THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION. WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR FIRST ABOVE WRITTEN.

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
DOWNED NAME
PRINTED NAME
MY APPOINTMENT EXPIRES

APPROVALS

CITY OF MERCER ISLAND ENGINEERING

EXAMINED AND APPROVED THIS ______ DAY OF _____ 202_.

CITY ENGINEER

CITY OF MERCER ISLAND COUNCIL

EXAMINED AND APPROVED THIS _____ DAY OF _____ 202_.

MAYOR

KING COUNTY DEPARTMENT OF ASSESSMENTS:

EXAMINED AND APPROVED THIS ______ DAY OF ______ 202_.

ACCOUNT NUMBERS 252404-9111

KING COUNTY FINANCE DIVISION CERTIFICATE

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

DEPUTY KING COUNTY ASSESSOR

PAID IN FULL. THIS _____ DAY OF _____ 202_.

KING COUNTY ASSESSOR

FINANCE DIVISION

MANAGER, FINANCE DIVISION

SHEET INDEX: SHEET 1 LEGAL DESCRIPTION, APPROVAL & SIGNATURES SHEET 2 SURVEY CONTROL INFORMATION SHEET 3 LOT LAYOUT DETAIL SHEET 4 PUBLIC EASEMENT DETAIL

SHEET 5 NOTES SHEET 6 PERMANENT PUBLIC WATER EASEMENT DESCRIPTION & DETAIL SHEET 7 PUBLIC EASEMENTS SHEET 8 PERMANENT PRIVATE EASEMENT INFORMATION

CONTACT INFORMATION

APPLICANT:

CAYSON FIELDS, LLC P.O. BOX 791 MERCER ISLAND, WA 98040 CONTACT: WES GIESBRECHT

NTS

OWNER:

CAYSON FIELDS, LLC

ENGINEER:

NAVIX ENGINEERING, INC. 11400 SE 6TH STREET, SUITE 150 BELLEVUE. WASHINGTON 98004 PHONE: 425-458-7900 CONTACT: JOE TAFLIN, P.E. JOE@NAVIXENG.COM

SURVEYOR:

LANKTREE LAND SURVEYING, INC. 25510 74TH AVENUE SOUTH KENT, WASHINGTON 98032 PHONE: 253-653-6423 CONTACT: TREVOR LANKTREE, PLS TLANKTREE@LANKTREELAND.COM

LEGAL DESCRIPTION

VICINITY MAP

SE 72ND ST

SE 76TH

THE EAST 427.40 FEET OF THE SOUTH 210.00 FEET OF THE NORTH 450.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

SE 68TH ST

TOGETHER WITH THE SOUTH 25 FEET OF THE SOUTH 110 FEET OF THE NORTH 450 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, LYING WEST OF THE WEST LINE OF THE EAST 427.40 FEET OF SAID SUBDIVISION;

EXCEPT PORTION CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NO. 1626935.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TITLE SPECIAL EXCEPTIONS

1. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO AS SHOWN

RECORDING DATE: JUNE 12, 1950 RECORDING NO.: 4024150 PURPOSE: INGRESS AND EGRESS AFFECTS: EAST 30 FEET (AS SHOWN)

2. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN À DOCUMENT:

GRANTED TO: PUGET SOUND POWER & LIGHT COMPANY

PURPOSE: ELECTRIC TRANSMISSION RECORDING DATE: AUGUST 11, 1954

RECORDING NO.: 4474176

(BLANKET EASEMENT LOCATED WITHIN THE EAST 30' AS SHOWN)

3. ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEY:

JOB NO.: 2120 DATED: AUGUST 7, 2017

PREPARED BY: LANKTREE LAND SURVEYING, INC.

MATTERS SHOWN: AS FOLLOWS:

(A) WOOD FENCE ALONG NORTHERLY AND SOUTHERLY BOUNDARY LINES DO NOT CONFORM TO PROPERTY LINES;

(B) GRAVEL/SAND PATHWAY EXTENDS OVER EASTERLY BOUNDARY LINE; (C) ASPHALT DRIVE ON WESTERLY ADJOINER CROSSES OVER WESTERLY PORTION OF PROPERTY

WITHOUT BENEFIT OF A RECORDED EASEMENT. (EXISTING CONDITIONS SHOWN HEREON) 4. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS

GRANTED IN À DOCUMENT:

PURPOSE: INGRESS AND EGRESS RECORDING DATE: JANUARY 6, 2020

RECORDING NO.: 20200106000012 (AS SHOWN)

5. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN À DOCUMENT:

GRANTED TO: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION PURPOSE: ONE OR MORE UTILITY SYSTEMS FOR TRANSMISSION, DISTRIBUTION AND SALE OF GAS

AND ELECTRICITY

RECORDING DATE: APRIL 23, 2020 RECORDING NO.: 20200423001053

(EASEMENTS NO(S). 1, 2 & 4 AS SHOWN, EASEMENT NO . 3 IS AS CONSTRUCTED THEREFORE NOT

6. GENERAL AND SPECIAL TAXES AND CHARGES, PAYABLE FEBRUARY 15, DELINQUENT IF FIRST HALF UNPAID ON MAY 1, SECOND HALF DELINQUENT IF UNPAID ON NOVEMBER 1 OF THE TAX YEAR (AMOUNTS DO NOT INCLUDE INTEREST AND PENALTIES):

YEAR: 2020 TAX ACCOUNT NO.: 252404-9111-06

LEVY CODE: 1031

7. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW: AMOUNT: TO SECURE PERFORMANCE OF CERTAIN AGREEMENTS BETWEEN THE PARTIES DATED: MARCH 1, 2019

TRUSTOR/GRANTOR: CAYSON FIELDS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

BENEFICIARY: CANON PERDIDO, A CALIFORNIA GENERAL PARTNERSHIP

RECORDING DATE: MARCH 4, 2019

RECORDING NO.: 20190304001001

8. TERMS AND CONDITIONS OF THE OPERATING AGREEMENT AND ARTICLES OF ORGANIZATION AND AMENDMENTS THERETO OF CAYSON FIELDS LLC, A WASHINGTON LIMITED LIABILITY COMPANY.

JOB NO. 2120

RECORDER'S CERTIFICATE: RECORDER'S FILE NO._

FILED FOR RECORD THIS _____ DAY OF __ AT _____ .M. IN BOOK _____ OF PLATS AT PAGE _____AT THE REQUEST OF LANKTREE LAND SURVEYING, INC.

COUNTY RECORDER

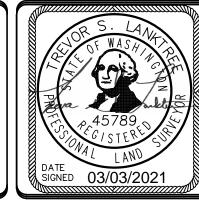
LAND SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 04 EAST, W.M. AS REQUIRED BY STATE STATUTES, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN HEREON CORRECTLY, THAT THE MONUMENTS SHALL BE SET AND LOT CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, EXCEPT AS NOTED, THAT I FULLY COMPLIED, WITH PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS

TREVOR S. LANKTREE, PLS

Notary Seal

GOVERNING PLATTING. CERTIFICATE NO. 45789





LANKTREE LAND SURVEYING, INC.

25510 74TH AVENUE SOUTH, KENT, WA 98032 PHONE: (253) 653-6423 FAX: (253) 793-1616 WWW.LANKTREELANDSURVEYING.COM

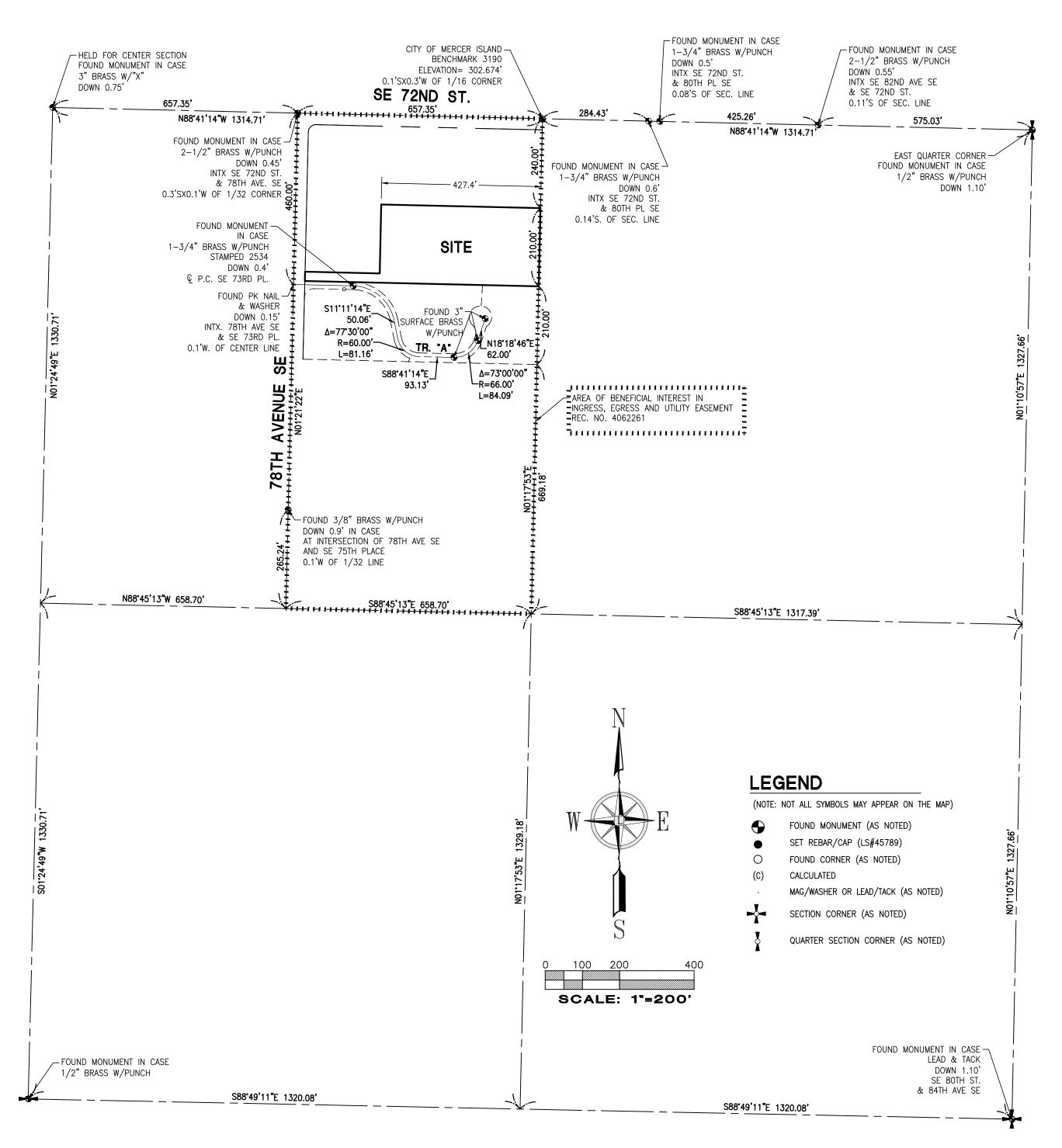
PORTION OF NW1/4 OF SE1/4, SEC. 25, T24N, R4E, W.M.

OF

AB 5842 | Exhibit 1 | Page 3

VOLUME / PAGE

BEING A PORTION OF THE NW1/4 OF THE SE1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON



BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS A LINE BETWEEN CITY OF MERCER ISLAND MI 1056 AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, T24N, R04E, W.M. AND MERCER ISLAND 1519 AT THE SOUTHWEST CORNER OF SAID QUARTER. BEARING BETWEEN THESE MONUMENTS WAS TAKEN AS SOUTH 46°01'02" WEST.

BASIS OF ELEVATION

BASIS OF NAVD88 ELEVATION WAS TAKEN FROM MERCER ISLAND CONTROL MONUMENT 3190 AT THE INTERSECTION OF SE 72ND STREET AND 80TH AVENUE SE. ELEVATION TAKEN AS 302.674.'

CHECKED WITH HIGH ACCURACY LEVEL NETWORK TO CITY OF MERCER ISLAND 3188 WITH A CLOSURE OF 0.000' FROM PUBLISHED ELEVATION OF 3188 WAS TAKEN AT 260.671'.

PROCEDURE / NARRATIVE:

A FIELD TRAVERSE USING A FOCUS 30 ROBOTIC TOTAL STATION AND A SPECTRA PRECISION RANGER 3 DATA COLLECTOR SUPPLEMENTED WITH FIELD NOTES AND TOPCON GR5 NETWORK RTK GPS ROVER, WAS PERFORMED, ESTABLISHING THE ANGULAR, DISTANCE, AND VERTICAL RELATIONSHIPS BETWEEN THE MONUMENTS, PROPERTY LINES AND IMPROVEMENTS. THE RESULTING DATA MEETS OR EXCEEDS THE STANDARDS FOR LAND BOUNDARY SURVEYS AS SET FORTH IN WAC 332-130-090.

REFERENCE SURVEYS:

R1) PLAT OF WEST RIDGE LANE, VOL. 96, PAGE 49 R2) MERCER ISLAND SHORT PLAT AMENDMENT NO. SUB06-016, REC. NO. 20070530900002

R3) ROS REC. NO. 20110923900002 R4) ROS REC. NO. 20080717900012

1. ALL DISTANCES ON THIS SURVEY ARE SHOWN IN US SURVEY FOOT.

ISLAND DIVISION 1, VOLUME 131, PAGES 11-16.

2. CHICAGO TITLE COMPANY GUARANTEE NUMBER 0192506-RTU, EFFECTIVE DATE OCTOBER 2, 2020 AT 08:00 A.M. WAS UTILIZED FOR THIS SURVEY.

3. FIELD SURVEY WAS PERFORMED ON APRIL 13, 14 & 16, 2016 AND MONUMENTS SHOWN AS FOUND WERE VISITED ON THIS DAY.

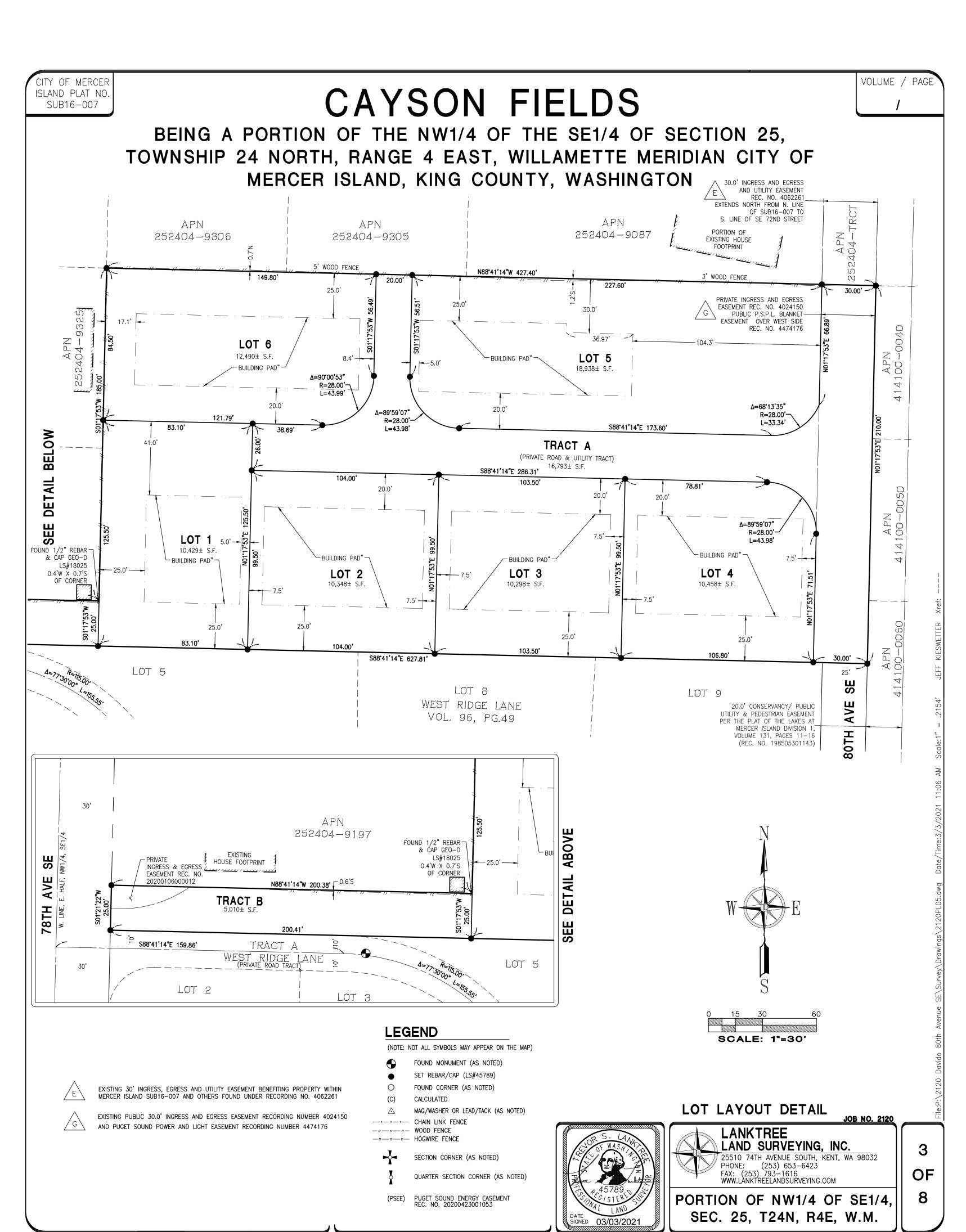
4. THE MAINTENANCE OF THE 20' CONSERVANCY/ PUBLIC UTILITY & PEDESTRIAN EASEMENT SHOWN ALONG THE EAST BOUNDARY IS THE RESPONSIBILITY OF THE PLAT OF THE LAKES AT MERCER

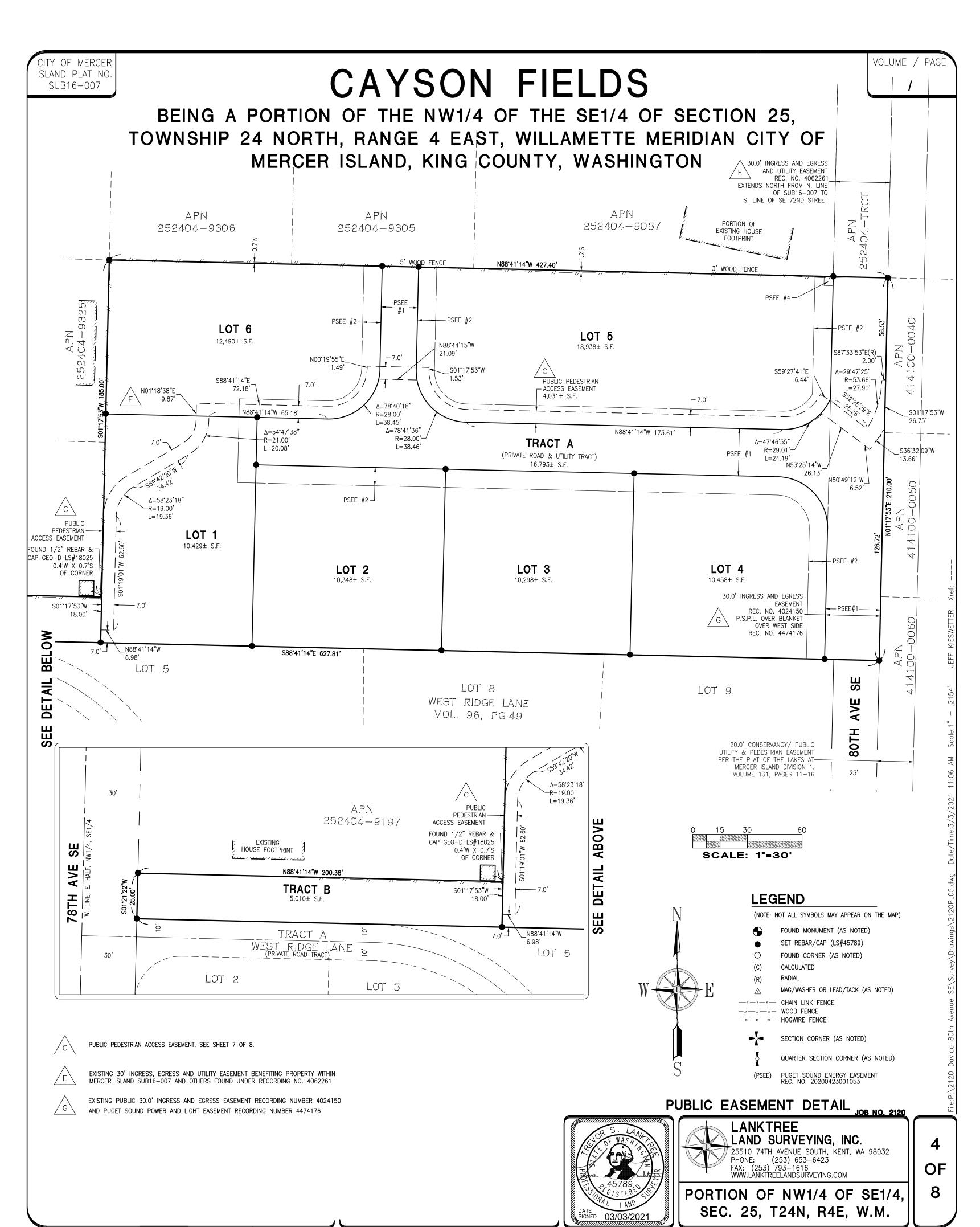
DATE 03/03/2021

SURVEY CONTROL INFORMATION JOB NO. 2120 LANKTREE LAND SURVEYING, INC.

25510 74TH AVENUE SOUTH, KENT, WA 98032 PHONE: (253) 653–6423 FAX: (253) 793–1616 WWW.LANKTREELANDSURVEYING.COM

PORTION OF NW1/4 OF SE1/4, SEC. 25, T24N, R4E, W.M.





BEING A PORTION OF THE NW1/4 OF THE SE1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON

PRIVATE TREE CONSERVATION AREA:

A NATIVE GROWTH PROTECTION EASEMENT AREA (NGPE) IS HEREBY ESTABLISHED AS SHOWN

NO TREE TRIMMING, TREE TOPPING, TREE CUTTING, TREE REMOVAL, SHRUB OR BRUSH-CUTTING, OR REMOVAL OF NATIVE VEGETATION, APPLICATION OF PESTICIDES, HERBICIDES, OR FERTILIZERS; CONSTRUCTION; CLEARING; OR ALTERATION ACTIVITIES SHALL OCCUR WITHIN THE EASEMENT AREA WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF MERCER ISLAND. APPLICATION FOR SUCH WRITTEN APPROVAL SHALL BE MADE TO THE MERCER ISLAND DEVELOPMENT SERVICES GROUP OR ITS SUCCESSOR AGENCY WHO MAY REQUIRE INSPECTION OF THE PREMISES BEFORE ISSUANCE OF THE WRITTEN APPROVAL AND FOLLOWING COMPLETION OF THE ACTIVITIES. ANY PERSON CONDUCTING OR AUTHORIZING SUCH ACTIVITY IN VIOLATION OF THIS PARAGRAPH OR THE TERMS OF ANY WRITTEN APPROVAL ISSUED PURSUANT HERETO, SHALL BE SUBJECT TO THE ENFORCEMENT PROVISIONS OF THE CITY'S CODE. IN SUCH EVENT, THE MERCER ISLAND DEPARTMENT OF DEVELOPMENT SERVICES MAY ALSO REQUIRE WITHIN THE IMMEDIATE VICINITY OF ANY DAMAGED OR FALLEN VEGETATION, RESTORATION OF THE AFFECTED AREA BY PLANTING REPLACEMENT TREES AND OTHER VEGETATION AS REQUIRED IN APPLICABLE SECTIONS OF THE CITY CODE. THE DEPARTMENT ALSO MAY REQUIRE THAT THE DAMAGED OR FALLEN VEGETATION BE REMOVED.

IT IS THE RESPONSIBILITY OF THE PROPERTY OWNER TO MAINTAIN CRITICAL AREAS AND THEIR BUFFERS BY REMOVING NON-NATIVE, INVASIVE, AND NOXIOUS PLANTS IN A MANNER THAT WILL NOT HARM CRITICAL AREAS OR THEIR BUFFERS AND IN ACCORDANCE WITH MERCER ISLAND CODE REQUIREMENTS FOR TREES AND OTHER VEGETATION WITHIN CRITICAL AREAS AND CRITICAL AREA

THE CITY SHALL HAVE A LICENSE TO ENTER THE EASEMENT AREA (AND THE PROPERTY IF NECESSARY FOR ACCESS TO THE EASEMENT AREA) FOR THE PURPOSE OF MONITORING COMPLIANCE WITH THE TERMS OF THIS EASEMENT.

DEVELOPMENT OUTSIDE OF THIS NGPE MAY BE LIMITED BY CODIFIED STANDARDS, PERMIT CONDITIONS, OR MOVEMENT OF THE CRITICAL AREA. EACH OF THE UNDERSIGNED OWNERS AGREE TO DEFEND, PAY, AND SAVE HARMLESS THE CITY OF MERCER ISLAND. ITS OFFICERS, AGENTS, AND EMPLOYEES FOR ANY AND ALL CLAIMS OF EVERY NATURE WHATSOEVER, REAL OR IMAGINARY, WHICH MAY BE MADE AGAINST THE CITY, ITS OFFICERS, AGENTS, OR EMPLOYEES FOR ANY DAMAGE TO PROPERTY OR INJURY TO ANY PERSON ARISING OUT OF THE EXISTENCE OD SAID NGPE OVER SAID OWNER'S PROPERTY OR THE ACTIONS OF THE UNDERSIGNED OWNERS IN CARRYING OUT THE RESPONSIBILITIES UNDER THIS AGREEMENT, INCLUDING ALL COSTS AND EXPENSES, AND RECOVER ATTORNEY'S FEES AS MAY BE INCURRED BY THE CITY OF MERCER ISLAND IN DEFENSE THEREOF; EXCEPTING THEREFROM ONLY SUCH CLAIMS AS MAY ARISE SOLELY OUT OF THE NEGLIGENCE OF THE CITY OF MERCER ISLAND, ITS OFFICERS, AGENTS, OR EMPLOYEES.

PLAT NOTES

1. ALL LOTS AND TRACTS WITHIN THIS PLAT ARE SUBJECT TO THE "DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS AND RESERVATIONS" AS RECORDED UNDER KING COUNTY RECORDING NUMBER 20210211002251 (THE "DECLARATION"). THE DECLARATION SETS FORTH THE RESPECTIVE OBLIGATIONS OF CAYSON FIELDS HOMEOWNERS' ASSOCIATION AND THE LOT OWNERS TO MAINTAIN AND REPAIR VARIOUS AREAS WITHIN THIS

2. HOMEOWNERS WITHIN THIS PLAT ARE REQUIRED TO OBTAIN A TREE PERMIT FROM THE CITY PURSUANT TO THE CRITERIA FOR REMOVAL FOUND IN MICC 19.10.040(B)(TREES ON PRIVATE PROPERTY) PRIOR TO REMOVING ANY TREE FROM THE HOMEOWNER'S LOT THAT HAS BEEN IDENTIFIED FOR RETENTION AT ISSUANCE OF A BUILDING PERMIT AND NOT ONLY FOR TREES LOCATED WITHIN A CRITICAL TREE AREA, AS OTHERWISE REQUIRED BY MICC CHAPTER 19.10.

3. TREES PRESERVED THROUGHOUT CONSTRUCTION OF THIS PLAT AND HOME CONSTRUCTION WILL BE REQUIRED TO BE RETAINED IN PERPETUITY UNLESS PROVEN TO BE HAZARDS AND APPLICANTS WILL USE BEST EFFORT DESIGN PRACTICES TO AVOID DISTURBANCE OF THE ROOT PLATES OF A SIGNIFICANT TREE OR TREES.

4. THIS PLAT IS SUBJECT TO A PRIVATE TREE CONSERVATION EASEMENT, AS ILLUSTRATED ON PAGE 8 OF THIS PLAT AND AS RECORDED UNDER KING COUNTY RECORDING NUMBER 20210211002250.

5. THIS PLAT IS SUBJECT TO A PERMANENT PUBLIC EASEMENT FOR WATER MAIN HELD BY THE CITY OF MERCER ISLAND AND THEIR SUCCESSORS AND ASSIGNS, AS ILLUSTRATED ON PAGE 6 OF THIS PLAT. SEE SHEET 6 OF 8 FOR

6. MAINTENANCE AND REPAIR OF THE PRIVATE SANITARY SEWER SYSTEM AND JOINT USE SIDE SEWERS (SEWER LINES FROM THE BUILDING TO THE PRIVATE SEWER MAIN), SHARED ROADS, ACCESS EASEMENTS, PUBLIC TRAIL, PRIVATE STORM DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS OF EACH LOT SERVED (WITH THE EXCEPTION THAT OWNERS OF ANY LOT WHICH IS LOWER IN ELEVATION SHALL NOT BE RESPONSIBLE FOR THAT PORTION OF A PRIVATE SIDE SEWER ABOVE THEIR CONNECTION). IF MAINTENANCE AND REPAIR OF ANY FACILITIES ENUMERATED ABOVE ARE NOT PERFORMED TO THE SATISFACTION OF THE CITY ENGINEER, AFTER A TIMELY DEMAND HAS BEEN MADE FOR SUCH ACTION, THE CITY OR ITS AGENT SHALL HAVE THE RIGHT TO ENTER UPON THE PREMISES AND PERFORM THE NECESSARY MAINTENANCE AND REPAIR TO PROTECT THE SAFETY AND GENERAL WELFARE OF THE PUBLIC AND SHALL HAVE THE RIGHT TO CHARGE THE OWNER OF EACH LOT AN EQUAL SHARE OF THE TOTAL MAINTENANCE AND REPAIR COSTS. THE CITY OR THE OWNER OF ANY LOT WITHIN THIS PLAT SHALL HAVE THE RIGHT TO BRING ACTION IN SUPERIOR COURT TO REQUIRE ANY MAINTENANCE OR REPAIR AND TO RECOVER THE COSTS INCURRED IN MAKING OR EFFECTING REPAIRS TO IMPROVEMENTS.

7. ALL STAGING FOR CONSTRUCTION SHALL OCCUR ON SITE AND SHALL NOT BE LOCATED IN THE PUBLIC RIGHT-OF-WAY.

8. NO PERMANENT LANDSCAPING, STRUCTURES, OR FENCES SHALL BE PLACED ON OR WITHIN PUBLIC UTILITY, PUBLIC WATER DRAINAGE, OR PUBLIC PEDESTRIAN PATH EASEMENTS WITHOUT THE WRITTEN APPROVAL OF THE CITY

9. IF IN THE OPINION OF THE CITY ENGINEER, UTILITIES OR STORM DRAINAGE FACILITIES REQUIRE MAINTENANCE, REPAIR OR REPLACEMENT, THE CITY OR ITS AGENT SHALL HAVE THE RIGHT TO ENTER THOSE LOTS ADJOINING THE FACILITY FOR THE PURPOSE OF MAINTAINING, REPAIRING, RELOCATING OR REPLACING SAID FACILITIES.

10. INSTALLATION OF LANDSCAPING AND/OR STRUCTURES INCLUDING TREES, SHRUBS, ROCKS, BERMS, GATES, AND OTHER IMPROVEMENTS ARE NOT ALLOWED WITHIN THE PUBLIC RIGHT-OF-WAY WITHOUT AN APPROVED ENCROACHMENT LICENSE AGREEMENT FROM THE CITY PRIOR TO THE WORK OCCURRING (MICC 19.06.060).

11. ADDRESSES SHALL BE ASSIGNED AS FOLLOWS: TRACT A AS SHOWN ON THE FACE OF THE PLAT WILL BE NAMED SE 72ND PLACE. HOUSE NUMBERS SHALL INCREASE TRAVELING FROM WEST TO EAST. HOUSE NUMBERS ARE ASSIGNED EVEN NUMBERS ON THE NORTH SIDE AND ODD NUMBERS ON THE SOUTH SIDE OF SAID NEW STREET, SE 72ND PL. HOUSE NUMBERS SHALL BEGIN IN 79XX INCREASING WITH A MINIMUM OF 6 AND A MAXIMUM OF 10 DIGITS

APART AS IT TRAVELS WEST TO EAST. FINAL ADDRESSES SHALL BE ASSIGNED BY THE CITY.

12. IF ANY SAVED TREES PROTECTION FENCING IS ENCROACHED UPON BY CONSTRUCTION AND THE CITY ARBORIST SUSPECTS THE TREES HAVE BEEN DAMAGED, THE FOLLOWING MAY BE REQUIRED: THAT THE TREE SHALL BE ASSESSED FOR DAMAGE BY A TRAQ QUALIFIED ARBORIST. IF DAMAGE IS FOUND AND INCREASES RISK OF FAILURE OR DECREASES LONGEVITY OF THE TREE BY INCREASING THE LIKELIHOOD OF THE TREE OF GOING INTO DECLINE, THEN THE DAMAGED TREE SHALL BE APPRISED FOR VALUE BY QUALIFIED ARBORIST AND TRIPLE DAMAGES MAY BE ASSESSED. ALL REPORTS WILL BE PRODUCED AT THE EXPENSE OF THE APPLICANT.

13. TRACT A SHALL BE CONVEYED TO THE CAYSON FIELDS HOME OWNERS ASSOCIATION FOR PRIVATE ROAD AND UTILITIES FOR THE BENEFIT OF ALL LOT OWNERS IN THE PLAT.

14. TRACT B SHALL BE CONVEYED TO THE CAYSON FIELDS HOME OWNERS ASSOCIATION TO BE MAINTAINED AS A PUBLIC PEDESTRIAN ACCESS AND PERMANENT OPEN SPACE FOR THE BENEFIT OF ALL LOT OWNERS IN THE PLAT.

HOLD HARMLESS (MICC19.01.060):

THE OWNER OF PROPERTY FOR WHICH PLAT PROPOSAL IS SUBMITTED, EXCEPT A PUBLIC RIGHT-OF-WAY OR THE SITE OF A PERMANENT PUBLIC FACILITY, SHALL FILE AN AGREEMENT APPROVED BY THE CITY AND RECORDED WITH THE KING COUNTY RECORDS AND ELECTIONS DIVISION PRIOR TO THE ISSUANCE OF ANY DEVELOPMENT PERMIT. SAID AGREEMENT SHALL BE IN A FORM APPROVED BY THE CITY ATTORNEY, SHALL HOLD HARMLESS AND INDEMNIFY THE CITY AND ITS EMPLOYEES FROM AND AGAINST ANY LIABILITY FOR DAMAGES TO PERSONS OR PROPERTY AS THE RESULT OF CONSTRUCTION OR OTHER ACTION UNDERTAKEN BY THE APPLICANT ON THE SUBJECT PROPERTY, AND SHALL RUN WITH THE LAND FOR A PERIOD OF AT LEAST THREE YEARS FROM COMPLETION OF THE WORK AND BE BINDING ON THE APPLICANT AND HIS/HER SUCCESSORS AND ASSIGNS.

MAINTENANCE AND REPAIR OF SIDE SEWERS:

SEWER LINES FROM THE BUILDING TO THE CITY SEWER MAIN, SHARED ROADS, ACCESS EASEMENTS, STORM DRAINAGE FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNERS OF EACH LOT SERVED (WITH THE EXCEPTION THAT OWNERS OF ANY LOT WHICH IS LOWER IN ELEVATION SHALL NOT BE RESPONSIBLE FOR THAT PORTION OF A PRIVATE SIDE SEWER ABOVE THEIR CONNECTION.) IN THE EVENT THAT MAINTENANCE AND REPAIR OF ANY FACILITIES ENUMERATED ABOVE ARE NOT PERFORMED TO THE SATISFACTION OF THE CITY ENGINEER, AFTER A TIMELY DEMAND HAS BEEN MADE FOR SUCH ACTION, THE CITY OR HIS AGENT SHALL HAVE THE RIGHT TO ENTER UPON THE PREMISES AND PERFORM THE NECESSARY MAINTENANCE AND REPAIR TO PROTECT THE SAFETY AND GENERAL WELFARE OF THE PUBLIC AND SHALL HAVE THE RIGHT TO CHARGE THE OWNER OF EACH LOT AN EQUAL SHARE OF THE TOTAL MAINTENANCE AND REPAIR COSTS. THE CITY OR THE OWNER OF ANY LOT WITHIN THIS LONG PLAT SHALL HAVE THE RIGHT TO BRING ACTION IN SUPERIOR COURT TO REQUIRE ANY MAINTENANCE OR REPAIR AND TO RECOVER THE COSTS INCURRED IN MAKING OR EFFECTING REPAIRS TO IMPROVEMENTS.

CITY ORDINANCE NO. 95C-118 AND MICC 15.09.070: THE MONITORING, CLEANING, MAINTENANCE AND REPAIR OF STORM DRAINAGE SYSTEMS IN ACCORDANCE WITH CITY ORDINANCE NO. 95C-18 AND 15.09 IS REQUIRED FOR ALL LOT OWNERS WITHIN THIS PLAT TO CONTROL STORMWATER RUNOFF AND CONTROL EROSION AND FLOODING DOWNSTREAM. ALL COSTS RELATED TO STORMWATER RUNOFF CONTROL SHALL BE BORNE BY THE OWNERS OF EACH LOT IN EQUAL SHARE. THIS OBLIGATION SHALL BE RECORDED SEPARATELY WITH EACH INDIVIDUAL LOT SALE AND SHALL TRAVEL WITH THE LAND.

CONDITIONS OF APPROVAL

THE FINAL PLAT SHALL BE DESIGNED SUBSTANTIALLY IN CONFORMANCE WITH THE PRELIMINARY PLAT OF RECORD SUBMITTED AS PART OF THIS LONG PLAT APPLICATION, EXHIBITS 1 AND 2, AND AS REQUIRED TO BE AMENDED BY THE CONDITIONS OF APPROVAL.

- THE PROPOSED AND FUTURE DEVELOPMENT OF THIS PROPERTY SHALL COMPLY WITH THE ZONING DISTRICT, OR AS AMENDED AT THE TIME OF DEVELOPMENT.
- 3. THE REMOVAL OF NATIVE VEGETATION IS TO BE MINIMIZED AND LIMITED TO ACTIVE CONSTRUCTION AREAS.
- 4. THE EXISTING STRUCTURES ON SITE SHALL BE DEMOLISHED PRIOR TO ISSUANCE OF FINAL APPROVAL OF THIS
- THE APPLICANT HAS FIVE YEARS TO SUBMIT A FINAL PLAT MEETING ALL REQUIREMENTS OF THE CONDITIONS OF APPROVAL. A PLAT THAT HAS NOT BEEN RECORDED WITHIN FIVE YEARS AFTER ITS PRELIMINARY APPROVAL SHALL EXPIRE. A NEW APPLICATION IS REQUIRED TO REVITALIZE AN EXPIRED PRELIMINARY PLAT.
- NOISE IMPACTS SHALL BE MINIMIZED. THE APPLICANT SHOULD CONDUCT THE MOST DISRUPTIVE AND NOISIEST ELEMENTS OF SITE DEVELOPMENT AND CONSTRUCTION DURING THOSE TIMES WHEN ADJACENT RESIDENTS ARE LESS LIKELY TO BE HOME, WHICH IS GENERALLY BETWEEN 7:00 A.M. AND 7:00 P.M. ON WEEKDAYS (MONDAY THROUGH AND 9:00 A.M. TO 6:00 P.M. ON SATURDAYS. CONSTRUCTION IS PROHIBITED ON SUNDAY AND HOLIDAYS.
- PRIOR TO THE START OF SITE DEVELOPMENT AND BUILDING CONSTRUCTION, THE APPLICANT SHALL PREPARE A PLAN TO MAINTAIN REASONABLE ACCESS TO THE PROPERTIES SERVED BY 80TH AVE SE (THE PRIVATE ROAD) BETWEEN THE SITE AND SE 72ND STREET, ESPECIALLY WHEN IMPROVING THE 80TH AVE SE ROADWAY AND UNDERGROUND UTILITIES. THIS PLAN SHALL BE REVIEWED BY THE CITY AND SHALL BE SATISFACTORY TO IMPACTED
- PRIOR TO FINAL PLAT APPROVAL, THE APPLICANT SHALL OBTAIN DEMOLITION PERMITS AND DEMOLISH THE EXISTING STRUCTURES.
- SCHOOL, TRAFFIC AND PARK IMPACT FEES WILL BE DUE AT BUILDING PERMIT ISSUANCE OR MAY BE DEFERRED IN ACCORDANCE WITH MICC 19.17, 19.18, AND 19.19.
- 10. PRIOR TO RECORDING FINAL PLAT, THE APPLICANT SHALL ADD AN ADDRESSING NOTE PURSUANT TO RCW 58.17.280. IN A FORM PRESCRIBED BY THE CITY, TO THE FACE OF THE FINAL PLAT.
- 11. A PEDESTRIAN PATH ACROSS THE PROPOSED SUBDIVISION PROVIDING A SAFE ROUTE TO SCHOOL IS REQUIRED AS REQUIRED BY RCW 58.17.110.
- PRIOR TO THE START OF CONSTRUCTION, THE APPLICANT SHALL PREPARE FOR THE CITY TO REVIEW A CONSTRUCTION MANAGEMENT PLAN. THIS CONSTRUCTION MANAGEMENT PLAN SHALL BE FOLLOWED THROUGHOUT THE DURATION OF PLAT CONSTRUCTION. ANY MODIFICATIONS TO THE PLAN SHALL BE SUBMITTED TO THE CITY FOR REVIEW. THE CITY SHALL MAINTAIN AUTHORITY TO REASONABLY REJECT THE APPLICANT'S CONSTRUCTION MANAGEMENT PLAN OR ANY MODIFICATIONS TO THE PLAN.
- 13. ADJUST ALIGNMENT AND GRADE OF THE PAVEMENT WITHIN THE ACCESS EASEMENT ALSO KNOWN AS 80TH AVE SE TO MINIMIZE IMPACTS TO VEGETATION.
- 14. PURSUANT TO MICC 19.01.060 A HOLD HARMLESS/INDEMNITY AGREEMENT AND COVENANT NOT TO SUE SHALL BE SIGNED AND PROVIDED TO THE CITY BEFORE ANY WORK BEGINS ON THE PROPERTY DEEDED TO THE CITY UNDER KING COUNTY RECORDING NUMBER 5302801 AND UNDERLAIN BY THE EASEMENT RECORDED AS KING COUNTY RECORDING NUMBER 4062261 AND LEGALLY DEFINED AS: THE EAST 30' OF THE SOUTH 100' OF THE FOLLOWING DESCRIBED PROPERTY: THE SOUTH 100'IN WIDTH OF THE FOLLOWING DESCRIBED PROPERTY: THE EAST 227.40'OF THE NO. 240' OF THE EAST 1/2 OF THE N.W. 1/4 OF THE S.E. 1/4 OF SEC 25, TOWNSHIP 24 NO., RANGE 4 EAST, W.M., IN KING COUNTY, WASH. EXCEPT THAT PORTION THEREOF LYING WITHIN WALTER G. MCLEAN ROAD (ALSO KNOWN AS S.E. 72ND STREET).
- 15. NEW SINGLE-FAMILY HOMES ON LOTS RESULTING FROM THE SUBDIVISION WILL BE LOCATED IN BUILDING PADS DESIGNATED ON THE SITE PLANS.

03/03/2021 SIGNED

NOTES

<u>JOB NO. 2120</u>

LAND SURVEYING, INC. 25510 74TH AVENUE SOUTH, KENT, WA 98032 (253) 653-6423 PHONE: FAX: (253) 793-1616 WWW.LANKTREELANDSURVEYING.COM

PORTION OF NW1/4 OF SE1/4, SEC. 25, T24N, R4E, W.M.

LANKTREE

OF

CITY OF MERCER VOLUME / PAGE ISLAND PLAT NO. CAYSON FIELDS SUB16-007 BEING A PORTION OF THE NW1/4 OF THE SE1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON APN APN APN PORTION OF 252404-9087 252404-9306 252404-9305 EXISTING HOUSE **FOOTPRINT** 5' WOOD FENCE N88°41'14"W 427.40' 3' WOOD FENCE APN 252404–9325 APN |4100-0040 LOT 6 LOT 5 12,490± S.F. 18,938± S.F. S01°16'23"W N88°41'02"W 1.82 N88'37'26"W N88°40'38"W 10.00 N88°53'24"W 9.18 6.00' PERMANENT PUBLIC S01°20'16"W -EASEMENT FOR WATER MAIN N01'19'22"E S01°18'58"W SEE DETAIL ON SHEET 7 21.85 N01°18'58"E 22.74 32.03 32.03 N01°20'21"E N88'40'39"v S01'19'32"W 23.69' 37.20' 22.69' N88'40'39"W TRACT A N88'42'38"W 81.29' 22.23 N88'40'39"W 180.34' (PRIVATE ROAD & UTILITY TRACT) S46°18'31" S88'40'39"E 97.42' 16,793± S.F. S88°40'39"E S88'40'39"E 82.24' N01°19'22"E S01°19'21 N01°19'21"E N01'17'53"E 210.00' APN 14100-0050 35.38 N01'19'22"E 5.25 S01°19'22"W] S88°40'38"E N46°18'31"E S88°40'38"E 6.00' S88°40'39"E 6.00 LOT 1 N01*18'32"E 84.14' 10,429± S.F. FOUND 1/2" REBAR &-CAP GEO-D LS#18025 0.4'W X 0.7'S LOT 4 LOT 3 LOT 2 OF CORNER 10,348± S.F. 10,298± S.F. 10,458± S.F. 0 00 山 $\mathbf{\omega}$ S88'41'14"E 627.81 LOT 5 A SE DET LOT 8 LOT 9 AVE WEST RIDGE LANE SEE VOL. 96, PG.49 **80TH** PERMANENT PUBLIC WATER EASEMENT LEGAL DESCRIPTION THAT PORTION OF THE EAST 427.40 FEET OF THE SOUTH 210.00 FEET OF THE NORTH 450.00 FEET OF THE COUNTY, WASHINGTON; TOGETHER WITH THE SOUTH 25 FEET OF THE SOUTH 110 FEET OF THE NORTH 450 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, LYING WEST OF THE WEST LINE OF THE EAST 427.40 FEET OF SAID SUBDIVISION; EXCEPT PORTION CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NO. 1626935. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH WEST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NO1*17'57"E, ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 15.00 FEET; THENCE S88'41'29"E, A DISTANCE OF 210.39 FEET; THENCE NO1°18'32"E, A DISTANCE OF 75.35 FEET; THENCE N46°18'31"E, A DISTANCE OF 11.13 FEET; THENCE N70°08'08"E, A DISTANCE OF 43.69 FEET; THENCE S88°40'39"E, A DISTANCE OF 37.20 FEET; THENCE N01°20'16"E, A DISTANCE OF 21.85 FEET; THENCE S88'53'24"E, A DISTANCE OF 8.99 FEET; THENCE NO1'16'23"E, A DISTANCE OF 1.82 FEET; THENCE S88'37'26"E, A DISTANCE OF 9.18 FEET; THENCE S01'20'21"W, A DISTANCE OF 23.69 FEET; THENCE S88°42'38"E, A DISTANCE OF 81.29 FEET; THENCE NO1°19'32"E, A DISTANCE OF 22.69 FEET; THENCE S88°40'38"E, A DISTANCE OF 6.00 FEET; THENCE S01°19'22"W, A DISTANCE OF 22.74 FEET; THENCE S88°40'39"E, A DISTANCE OF 180.34 FEET; THENCE NO1°18'58"E, A DISTANCE OF 32.03 FEET; THENCE S88'41'02"E, A DISTANCE OF 10.00 FEET; THENCE S01°18'58"W, A DISTANCE OF 32.03 FEET; THENCE S88'40'39"E, A DISTANCE OF 22.23 FEET; THENCE SOO°29'22"W, A DISTANCE OF 113.96 FEET TO THE SOUTH LINE OF SAID PROPERTY; THENCE N88'41'14"W, ALONG SAID SOUTH LINE, A DISTANCE OF 14.94 FEET; THENCE N00°25'33"E, A DISTANCE OF 94.25 FEET; THENCE N45°34'10"W, A DISTANCE OF 6.89 FEET; THENCE N88°40'39"W, A DISTANCE OF 82.24 FEET; THENCE SO1°19'22"W, A DISTANCE OF 4.53 FEET; THENCE N88°40'38"W, A DISTANCE OF 6.00 FEET; THENCE N01°19'22"E, A DISTANCE OF 4.53 FEET; THENCE N88'40'39"W, A DISTANCE OF 99.58 FEET; THENCE S01'19'21"W, A DISTANCE OF 6.11 FEET; THENCE N88'40'39"W, A DISTANCE OF 6.00 FEET; THENCE N01'19'21"E, A DISTANCE OF 6.11 FEET; THENCE N88'40'39"W, A DISTANCE OF 97.42 FEET; THENCE S01'19'22"W, A DISTANCE OF 5.25 FEET; THENCE N88'40'38"W, A DISTANCE OF 6.00 FEET; THENCE N01'19'22"E, A DISTANCE OF 5.25 FEET; THENCE N88'40'39"W, A DISTANCE OF 35.38 FEET; THENCE S70°08'08"W, A DISTANCE OF 37.72 FEET; THENCE S46'18'31"W, A DISTANCE OF 1.75 FEET; THENCE S01°18'32"W, A DISTANCE OF 84.14 FEET TO SAID SOUTH LINE; THENCE N88'41'28"W, ALONG SAID SOUTH LINE, A DISTANCE OF 225.39 FEET TO THE POINT OF BEGINNING. CONTAINING 12,945 SQUARE FEET OR 0.2972 ACRES, MORE OR LESS. APN 252404-9197 SCALE: 1"=30' FOUND 1/2" REBAR & -ABOVI CAP GEO-D LS#18025 **EXISTING** NW1/4, PERMANENT PUBLIC SE HOUSE FOOTPRINT 0.4'W X 0.7'S -EASEMENT FOR WATER MAIN OF CORNER SEE DETAIL ON SHEET 7 DATE SIGNED 03/03/2021 AVE N88'41'14"W 200.38' PERMANENT PUBLIC WATER DETAIL SEASEMENT DESCRIPTION & DETAIL TRACT B N88°41'29"W 210.39' **8TH** 5,010± S.F. SS **LANKTREE** S88'41'28"E 225.39 WATER LAND SURVEYING, INC. EASEMENT

AB 5842 | Exhibit 1 | Page 8

LOT 5

25510 74TH AVENUE SOUTH, KENT, WA 98032

OF

PHONE: (253) 653–6423 FAX: (253) 793–1616 WWW.LANKTREELANDSURVEYING.COM

PORTION OF NW1/4 OF SE1/4,

SEC. 25, T24N, R4E, W.M.

TRACT A

LOT 3

WEST RIDGE I (PRIVATE ROAD TRACT

LOT 2

30'

CAYSON FIELDS

BEING A PORTION OF THE NW1/4 OF THE SE1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON

PERMANENT PUBLIC EASEMENT FOR WATER LINE

PERMANENT PUBLIC EASEMENT FOR WATER MAIN

GRANTOR: CAYSON FIELDS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

GRANTEE: CITY OF MERCER ISLAND, A WASHINGTON MUNICIPAL CORPORATION

PROPERTY LEGAL DESCRIPTION: AS SHOWN ON SHEET 1 OF 8

EASEMENT LEGAL DESCRIPTION: DEPICTED ON PERMANENT PUBLIC WATER EASEMENT DETAIL, ON SHEET 6 OF 8

RECITAL S

- A. CAYSON FIELDS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY IS THE OWNER OF CERTAIN REAL PROPERTY (THE "PROPERTY") LOCATED IN MERCER ISLAND, WASHINGTON, AND LEGALLY DESCRIBED ON SHEET 1.
- THE CITY OF MERCER ISLAND, A WASHINGTON MUNICIPAL CORPORATION ("GRANTEE"), DESIRES TO CONSTRUCT OR HAS CONSTRUCTED IMPROVEMENTS TO THE CITY PUBLIC WATER MAIN, THE FIRE HYDRANTS AND WATER METERS, AND REQUIRES A PORTION OF THE PROPERTY IN WHICH TO LOCATE THE IMPROVEMENTS.
- THE PARTIES BOTH DESIRE TO AVOID EMINENT DOMAIN PROCEEDINGS, AND TO RESOLVE MATTERS WITHOUT FURTHER COST OR EXPENSE. THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND UNDER THREAT OF THE EXERCISE OF EMINENT DOMAIN, THE PARTIES AGREE AS FOLLOWS:

EASEMENT AGREEMENT

- GRANT OF EASEMENT. GRANTOR GRANTS, CONVEYS AND WARRANTS TO THE GRANTEE A PERPETUAL, PERMANENT EASEMENT") UNDER, ACROSS AND OVER THAT PORTION OF THE PROPERTY LEGALLY DESCRIBED IN SHEET 1. GRANTEE AND ITS AGENTS, DESIGNEES AND/OR ASSIGNS SHALL HAVE THE RIGHT, WITHOUT PRIOR NOTICE TO GRANTOR WHEN PRACTICAL, AT SUCH TIMES AS DEEMED NECESSARY BY GRANTEE, TO ENTER UPON, OVER OR UNDER THE EASEMENT TO INSPECT, DESIGN, CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND ENLARGE PUBLIC UTILITIES (INCLUDING WITHOUT LIMITATION WATER, SEWER, ELECTRIC, GAS, TELEPHONE, CABLE AND FIBER OPTIC), ALL RIGHT-OF-WAY IMPROVEMENTS DESCRIBED IN SECTION 19.09.030 OF THE MERCER ISLAND CITY CODE AS IT EXISTS OR AS HEREAFTER AMENDED, OR ANY OTHER CODES, RULES OR REGULATIONS APPLICABLE TO PUBLIC IMPROVEMENTS, TOGETHER WITH ALL NECESSARY OR CONVENIENT APPURTENANCES THERETO. FOLLOWING THE INITIAL CONSTRUCTION OF THE IMPROVEMENTS, GRANTEE MAY FROM TIME TO TIME CONSTRUCT SUCH ADDITIONAL IMPROVEMENTS AS IT MAY REQUIRE. NOTHING IN THIS EASEMENT SHALL OBLIGATE THE GRANTEE TO COMMENCE OR COMPLETE THE IMPROVEMENTS WITHIN A SPECIFIC PERIOD OF TIME; PROVIDED, HOWEVER, THE GRANTEE SHALL USE DILIGENT EFFORTS TO COMPLETE ALL WORK WITHIN, AND TO RESTORE, THE EASEMENT WITHIN A REASONABLE PERIOD OF TIME AFTER COMMENCING SUCH WORK.
- ACCESS. GRANTOR ALSO COVENANTS AND AGREES THAT, UPON REASONABLE NOTICE TO GRANTOR, GRANTEE SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT OVER AND ACROSS THE PROPERTY TO ENABLE GRANTEE TO EXERCISE ITS RIGHTS HEREUNDER. OBSTRUCTIONS; LANDSCAPING. GRANTEE MAY FROM TIME TO TIME REMOVE VEGETATION, TREES, OR OTHER OBSTRUCTIONS WITHIN THE EASEMENT, AND MAY LEVEL AND GRADE THE EASEMENT 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 EASEMENT AND GRANTOR'S PROPERTY TO A CONDITION SIMILAR TO ITS CONDITION PRIOR TO SUCH WORK. FOLLOWING THE CONSTRUCTION AND INSTALLATION OF THE IMPROVEMENTS, GRANTOR MAY UNDERTAKE ANY ORDINARY IMPROVEMENTS TO THE LANDSCAPING OF THE EASEMENT, PROVIDED THAT NO TREES OR OTHER PLANTS SHALL BE PLACED THEREON, WHICH WOULD BE UNREASONABLY EXPENSIVE OR IMPRACTICAL FOR GRANTEE TO REMOVE AND RESTORE.
- GRANTOR'S USE OF EASEMENT. THIS EASEMENT SHALL BE EXCLUSIVE TO GRANTEE; PROVIDED, HOWEVER, GRANTOR RESERVES THE RIGHT TO USE THE EASEMENT FOR ANY PURPOSE NOT INCONSISTENT WITH GRANTEE'S RIGHTS. GRANTOR SHALL NOT CONSTRUCT OR MAINTAIN ANY BUILDINGS OR OTHER STRUCTURES ON THE EASEMENT. GRANTOR SHALL NOT PERFORM DIGGING, TUNNELING OR OTHER FORM OF CONSTRUCTION ACTIVITY ON THE PROPERTY, WHICH WOULD DISTURB THE COMPACTION OF OR DAMAGE ANY IMPROVEMENTS WITHIN THE EASEMENT, AND NO BLASTING SHALL BE DONE WITHIN FIFTEEN (15) FEET OF THE EASEMENT.
- 5. INDEMNIFICATION. GRANTOR AGREES TO INDEMNIFY AND HOLD THE GRANTEE, ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND VOLUNTEERS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, ACTIONS AND LIABILITIES (INCLUDING COSTS AND ALL ATTORNEY FEES) TO OR BY ANY AND ALL PERSONS OR ENTITIES, INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE AGENTS, LICENSEES, OR REPRESENTATIVES, ARISING FROM, RESULTING FROM, OR CONNECTED WITH THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF GRANTOR OR GRANTOR'S AGENTS OR INVITEES WITHIN OR WITH RESPECT TO THE EASEMENT.
- 6. SUCCESSORS AND ASSIGNS. THE RIGHTS AND OBLIGATIONS DESCRIBED HEREIN SHALL RUN WITH THE LAND, SHALL INURE TO THE BENEFIT OF THE GRANTOR AND GRANTEE, AND SHALL BE BINDING UPON THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS.

PERMANENT EASEMENT FOR PUBLIC PEDESTRIAN ACCESS

PERMANENT EASEMENT FOR PUBLIC PEDESTRIAN ACCESS

GRANTOR: CAYSON FIELDS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY

GRANTEE: CITY OF MERCER ISLAND, A WASHINGTON MUNICIPAL CORPORATION

PROPERTY LEGAL DESCRIPTION: AS SHOWN ON SHEET 1 OF 8

EASEMENT LEGAL DESCRIPTION: DEPICTED ON SHEET 7 OF 8

- A. CAYSON FIELDS, LLC, A WASHINGTON LIMITED LIABILITY COMPANY IS THE OWNER OF CERTAIN REAL PROPERTY (THE "PROPERTY") LOCATED IN MERCER ISLAND, WASHINGTON, AND LEGALLY DESCRIBED ON SHEET 1.
- THE CITY OF MERCER ISLAND, A WASHINGTON MUNICIPAL CORPORATION ("GRANTEE"), DESIRES TO PROVIDE SAFE WALKING CONDITIONS FOR STUDENTS WHO WALK TO AND FROM SCHOOL, CONNECTING THE PROPOSED SIDEWALKS IN THE PROPERTY TO THE PROPOSED GRAVEL SHOULDER ALONG 80TH AVENUE SE, AND REQUIRES A PORTION OF THE PROPERTY IN WHICH TO LOCATE THE IMPROVEMENTS.
- FOR THE MUTUAL BENEFIT OF THE PUBLIC AND THE GRANTOR, THE GRANTOR DESIRES TO MAKE IMPROVEMENTS TO THE PROPERTY BY CONSTRUCTING PEDESTRIAN TRAILS, AND REQUIRES AN EASEMENT TO PORTIONS OF THE PROPERTY IN WHICH TO LOCATE THE IMPROVEMENTS.
- THE PARTIES BOTH DESIRE TO AVOID EMINENT DOMAIN PROCEEDINGS, AND TO RESOLVE MATTERS WITHOUT FURTHER COST OR EXPENSE. THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND UNDER THREAT OF THE EXERCISE OF EMINENT DOMAIN, THE PARTIES AGREE AS FOLLOWS:
- GRANT OF PUBLIC ACCESS EASEMENT. GRANTOR GRANTS, CONVEYS AND WARRANTS TO THE GRANTEE A PERPETUAL, PERMANENT NON-EXCLUSIVE EASEMENT ("PUBLIC ACCESS EASEMENT") FOR PUBLIC PEDESTRIAN INGRESS, EGRESS AND ACCESS OVER, UPON AND ACROSS A CONTINUOUS WALKABLE PEDESTRIAN PATH TO AND FROM THE PUBLIC RIGHT OF WAY ON 78TH AVENUE SE AND STREET AND THE IMPROVED PORTION OF THE TRAIL EASEMENT. GRANTEE AND THE GENERAL PUBLIC SHALL HAVE THE RIGHT TO CLEAR AND KEEP CLEARED ALL TREES AND OTHER OBSTRUCTIONS FROM THE EASEMENT AREA.
- GRANTOR SHALL HAVE THE EXCLUSIVE RIGHT AND OPTION TO DESIGN, LOCATE AND MARK THE PUBLIC ACCESS EASEMENT AND MAY FROM TIME TO TIME RELOCATE THE PUBLIC ACCESS EASEMENT AT ITS COST SO LONG AS A CONTINUOUS WALKABLE PEDESTRIAN PATH TO AND FROM 78TH AVENUE SE AND SE 72ND STREET IS MAINTAINED. NO FEES MAY BE CHARGED TO THE PUBLIC FOR ACCESS TO THE PUBLIC ACCESS EASEMENT. NOTHING IN THIS PUBLIC ACCESS EASEMENT SHALL OBLIGATE THE GRANTEE TO COMMENCE OR COMPLETE THE IMPROVEMENTS.
- 2. ACCESS. GRANTOR ALSO COVENANTS AND AGREES THAT, UPON REASONABLE NOTICE TO GRANTOR, GRANTEE SHALL HAVE THE RIGHT OF ACCESS TO THE EASEMENT OVER AND ACROSS THE PROPERTY TO ENABLE GRANTEE TO EXERCISE ITS RIGHTS HEREUNDER. OBSTRUCTIONS; LANDSCAPING. GRANTEE MAY FROM TIME TO TIME REMOVE VEGETATION, TREES, OR OTHER OBSTRUCTIONS WITHIN THE EASEMENT, AND MAY LEVEL AND GRADE THE EASEMENT 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 EASEMENT AND GRANTOR'S PROPERTY TO A CONDITION SIMILAR TO ITS CONDITION PRIOR TO SUCH WORK. FOLLOWING THE CONSTRUCTION AND INSTALLATION OF THE IMPROVEMENTS, GRANTOR MAY UNDERTAKE ANY ORDINARY IMPROVEMENTS TO THE LANDSCAPING OF THE EASEMENT, PROVIDED THAT NO TREES OR OTHER PLANTS SHALL BE PLACED THEREON, WHICH WOULD BE UNREASONABLY EXPENSIVE OR IMPRACTICAL FOR GRANTEE TO REMOVE AND RESTORE.
- GRANTOR'S USE OF EASEMENT. THIS EASEMENT SHALL BE EXCLUSIVE TO GRANTEE: PROVIDED, HOWEVER, GRANTOR RESERVES THE RIGHT TO USE THE EASEMENT FOR ANY PURPOSE NOT INCONSISTENT WITH GRANTEE'S RIGHTS, GRANTOR SHALL NOT CONSTRUCT OR MAINTAIN ANY BUILDINGS OR OTHER STRUCTURES ON THE EASEMENT. GRANTOR SHALL NOT PERFORM DIGGING, TUNNELING OR OTHER FORM OF CONSTRUCTION ACTIVITY ON THE PROPERTY, WHICH WOULD DISTURB THE COMPACTION OF OR DAMAGE ANY IMPROVEMENTS WITHIN THE EASEMENT, AND NO BLASTING SHALL BE DONE WITHIN FIFTEEN (15) FEET OF THE EASEMENT.
- MAINTENANCE OF THE PERMANENT EASEMENT FOR PUBLIC PEDESTRIAN ACCESS WITHIN THE PLAT SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE PLAT.
- INDEMNIFICATION. GRANTOR AGREES TO INDEMNIFY AND HOLD THE GRANTEE, ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, ACTIONS AND LIABILITIES (INCLUDING COSTS AND ALL ATTORNEY FEES) TO OR BY ANY AND ALL PERSONS OR ENTITIES, INCLUDING, WITHOUT LIMITATION, THEIR RESPECTIVE AGENTS, LICENSEES, OR REPRESENTATIVES, ARISING FROM, RESULTING FROM, OR CONNECTED WITH THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF GRANTOR OR GRANTOR'S AGENTS OR INVITEES WITHIN OR WITH RESPECT TO THE EASEMENT.
- 7. SUCCESSORS AND ASSIGNS. THE RIGHTS AND OBLIGATIONS DESCRIBED HEREIN SHALL RUN WITH THE LAND, SHALL INURE TO THE BENEFIT OF THE GRANTOR AND GRANTEE, AND SHALL BE BINDING UPON THEIR RESPECTIVE SUCCESSORS, HEIRS AND ASSIGNS.

PERMANENT EASEMENT FOR PUBLIC PEDESTRIAN ACCESS LEGAL DESCRIPTION

THAT PORTION OF THE EAST 427.40 FEET OF THE SOUTH 210.00 FEET OF THE NORTH 450.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON: TOGETHER WITH THE SOUTH 25 FEET OF THE SOUTH 110 FEET OF THE NORTH 450 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION, LYING WEST OF THE WEST LINE OF THE EAST 427.40 FEET OF SAID SUBDIVISION; EXCEPT PORTION CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NO. 1626935.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF ABOVE SAID PROPERTY; THENCE SO1'17'53"W, ALONG THE EAST LINE OF SAID PROPERTY, A DISTANCE OF 56.53 FEET TO THE TRUE POINT OF BEGINNING; THENCE N87"33'53"W, A DISTANCE OF 2.00 FEET; THENCE SOUTHERLY, A DISTANCE OF 27.90 FEET ALONG A NON TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS POINT LIES N.87*33'53"W. A RADIUS OF 53.66 FEET, AND HAVING A CENTRAL ANGLE OF 29*47'25"; THENCE N52*25'29"W, A DISTANCE OF 25.28 FEET; THENCE N59*27'41"W, A DISTANCE OF 6.44 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 25.27 FEET ALONG A NON TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS POINT LIES N.63°18'56"W. A RADIUS OF 22.04 FEET, AND HAVING A CENTRAL ANGLE OF 65°41'30"; THENCE N88°41'14"W, A DISTANCE OF 173.66 FEET; THENCE NORTHWESTERLY, A DISTANCE OF 32.98 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 21.00 FEET AND A CENTRAL ANGLE OF 89°59'07"; THENCE NO1°17'53"E, A DISTANCE OF 1.53 FEET; THENCE N88°44'15"W, A DISTANCE OF 34.03 FEET; THENCE SOO'19'55"W, A DISTANCE OF 1.49 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 32.99 FEET ALONG A NON TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS POINT LIES N.88'42'07"W. A RADIUS OF 21.00 FEET, AND HAVING A CENTRAL ANGLE OF 90'00'53"; THENCE N88*41'14"W, A DISTANCE OF 72.18 FEET; THENCE SO1*18'38"W, A DISTANCE OF 9.87 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 13.39 FEET ALONG A NON TANGENT CURVE TO THE RIGHT OF WHICH THE RADIUS POINT LIES N.88*41'14"W. A RADIUS OF 14.00 FEET, AND HAVING A CENTRAL ANGLE OF 54'47'38"; THENCE S59'26'49"W, A DISTANCE OF 36.85 FEET; THENCE SOUTHWESTERLY, A DISTANCE OF 26.50 FEET ALONG A NON TANGENT CURVE TO THE LEFT OF WHICH THE RADIUS POINT LIES S.30'17'40"E. A RADIUS OF 26.00 FEET, AND HAVING A CENTRAL ANGLE OF 58°23'18"; THENCE SO1°18'01"W, A DISTANCE OF 62.55 FEET TO THE SOUTH LINE OF SAID PROPERTY; THENCE S88°15'54"E, ALONG SAID SOUTH LINE, A DISTANCE OF 6.98 FEET;

THENCE NO1°19'01"E, A DISTANCE OF 62.60 FEET; THENCE NORTHEASTERLY, A DISTANCE OF 19.36 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 19.00 FEET AND A CENTRAL ANGLE OF 58°23'18"; THENCE N59°42'20"E, A DISTANCE OF 34.42 FEET; THENCE NORTHEASTERLY, A DISTANCE OF 22.98 FEET ALONG A NON TANGENT CURVE TO THE LEFT OF WHICH THE RADIUS POINT LIES N.27°22'58"W. A RADIUS OF 21.62 FEET, AND HAVING A CENTRAL ANGLE OF 60°54'16"; THENCE NO1°18'38"E, A DISTANCE OF 2.87 FEET; THENCE S88°41'14"E, A DISTANCE OF 65.18 FEET; THENCE NORTHEASTERLY, A DISTANCE OF 38.45 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 28.00 FEET AND A CENTRAL ANGLE OF 78'40'18"; THENCE S88'44'15"E, A DISTANCE OF 21.09 FEET; THENCE SOUTHEASTERLY, A DISTANCE OF 38.46 FEET ALONG A NON TANGENT CURVE TO THE LEFT OF WHICH THE RADIUS POINT LIES N.80°01'23"E. A RADIUS OF 28.00 FEET, AND HAVING A CENTRAL ANGLE OF 78°41'36"; THENCE S88°41'14"E, A DISTANCE OF 173.61 FEET; THENCE EASTERLY, A DISTANCE OF 24.19 FEET ALONG A NON TANGENT CURVE TO THE LEFT OF WHICH THE RADIUS POINT LIES N.02°17'09"E. A RADIUS OF 29.01 FEET, AND HAVING A CENTRAL ANGLE OF 47°46'55"; THENCE S53°25'14"E, A DISTANCE OF 26.13 FEET; THENCE S50°49'12"E, A DISTANCE OF 6.52 FEET; THENCE N36°32'09"E, A DISTANCE OF 13.66 FEET TO SAID EAST LINE; THENCE NO1°17'53"E, ALONG SAID EAST LINE, A DISTANCE OF 26.75 FEET TO THE TRUE POINT OF BEGINNING. CONTAINING 4,035 SQUARE FEET OR 0.009 ACRES, MORE OR LESS.

PERMANENT PUBLIC EASEMENT INFORMATION

LANKTREE PHONE:

03/03/2021

LAND SURVEYING. INC. 25510 74TH AVENUE SOUTH, KENT, WA 98032 (253) 653-6423FAX: (253) 793-1616 WWW.LANKTREELANDSURVEYING.COM

PORTION OF NW1/4 OF SE1/4, SEC. 25, T24N, R4E, W.M.

OF

AB 5842 | Exhibit 1 | Page 9

CITY OF MERCER VOLUME / PAGE CAYSON FIELDS ISLAND PLAT NO. SUB16-007 BEING A PORTION OF THE NW1/4 OF THE SE1/4 OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN CITY OF MERCER ISLAND, KING COUNTY, WASHINGTON -TRCT APN APN APN PORTION OF 252404-9087 252404-9305 252404-9306 52404-EXISTING HOUSE **FOOTPRINT** 5' WOOD FENCE N88°41'14"W 427.40' S88'37'53"E 73.80' Ω 3' WOOD FENCE 141.26 S01°17'58"W APN 252404–9325 ⁻18.33' N88°37'53"W -S88°41'14"E PRIVATE TREE CONSERVATION EASEMENT SEE NOTE 4 ON SHEET 5 OF 8. 36.97 35.80' APN 414100-0040 8,795± S.F. LOT 5 LOT 6 18,938± S.F. 12,490± S.F. S88°41'14"E 13.34 PRIVATE STORM N01'18'46"E DRAINAGE EASEMENT ./_S88°24'58"E 39.12′_ 7,182± S.F. S88'41'14"E 90.96' N88'41'14"W 10.00' S01°17'53"W N88°24'58"W 40.77 S01°23'02"W 15.00° N01°23'02"E TRACT A 5.0' - 30.00 S64°36'53"E (PRIVATE ACCESS ROAD TRACT) 18.88 5.0' S01'17'53"W 16,793± S.F. S88°05'26"E_ _ 4.0' 23.53 N04°57'05"E N88°11'24"W | APN 114100-0050 N88'41'14"W 181.99' N88*41'14"W 130.81 25.03' 14.0'-100.97 PRIVATE SEWER -EASEMENT SEE DETAIL THIS SHEET 10.0' PRIVATE UTILITIES EASEMENT FOR LOTS 1-6 OF THIS PLAT. LOT 1 10,429± S.F. FOUND 1/2" REBAR & -CAP GEO-D LS#18025 0.4'W X 0.7'S LOT 3 LOT 4 LOT 2 OF CORNER 10,348± S.F. 10,298± S.F. 10,458± S.F. S01°18'17"W 16.24 N88°41'59"W APN 100-(S88°41'14"E 627.81 LOT 5 <u>`</u> LOT 8 LOT 9 WEST RIDGE LANE VOL. 96, PG.49 ⋖ **80TH** PRIVATE SEWER EASEMENT LEGAL DESCRIPTION THAT PORTION OF THE EAST 427.40 FEET OF THE SOUTH 210.00 FEET OF THE NORTH 450.00 FEET OF THE EAST HALF OF THE NORTHWEST PRIVATE SEWER EASEMENT DETAIL QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 24 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF ABOVE SAID PROPERTY; LOT 6 THENCE NO1°17'53"E, ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 12.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NO1°17'53"E, ALONG SAID LINE, A DISTANCE OF 89.97 FEET; S01°17'10"W THENCE N70°04'47"E, A DISTANCE OF 60.93 FEET; 15.0' 15.00' TRACT A THENCE S88°42'50"E, A DISTANCE OF 26.30 FEET; THENCE S01°17'10"W, A DISTANCE OF 15.00 FEET; THENCE N88°42'50"W, A DISTANCE OF 23.49 FEET; N88°42'50"W THENCE S70°04'47"W, A DISTANCE OF 50.49 FEET; 23.49 THENCE S01°37'27"W, A DISTANCE OF 78.76 FEET; **PRIVATE** THENCE N88'39'02"W, A DISTANCE OF 12.09 FEET TO THE TRUE POINT OF BEGINNING. - SEWER EASEMENT 2,250± S.F. CONTAINING 2,250 SQUARE FEET OR 0.009 ACRES, MORE OR LESS. LOT 1 10,429± S.F. FOUND 1/2" REBAR & -LOT 2 CAP GEO-D LS#18025 0.4'W X 0.7'S OF CORNER SCALE: 1"=30" S01°17'53"W **LEGEND** TRACT B 12.07 N01°17'53"E N88'39'02"W (NOTE: NOT ALL SYMBOLS MAY APPEAR ON THE MAP) S88'41'14"E 627.81 FOUND MONUMENT (AS NOTED) SET REBAR/CAP (LS#45789) LOT 5 FOUND CORNER (AS NOTED) PRIVATE SEWER EASEMENT FOR LOTS 1-6 OF THIS PLAT. MAINTENANCE OF SAID PRIVATE UTILITIES EASEMENT SHALL BE SHARED EQUALLY BETWEEN SAID LOTS 1-6. SEE SHEET 6 OF CALCULATED PRIVATE EASMENT DETAIL 8 FOR LEGAL DESCRIPTION. MAG/WASHER OR LEAD/TACK (AS NOTED) \triangle ------ CHAIN LINK FENCE PRIVATE UTILITIES EASEMENT FOR LOTS 1-6 OF THIS PLAT. MAINTENANCE OF SAID PRIVATE LANKTREE -"-"- WOOD FENCE UTILITIES EASEMENT SHALL BE SHARED EQUALLY BETWEEN SAID LOTS 1-6. ---- HOGWIRE FENCE LAND SURVEYING, INC. 25510 74TH AVENUE SOUTH, KENT, WA 98032 THIS PLAT IS SUBJECT TO A PRIVATE TREE CONSERVATION EASEMENT. SECTION CORNER (AS NOTED) PHONE: (253) 653–6423 FAX: (253) 793–1616 WWW.LANKTREELANDSURVEYING.COM SEE NOTE 4 ON SHEET 5 OF 8. OF QUARTER SECTION CORNER (AS NOTED)

DATE SIGNED 03/03/2021

PUGET SOUND ENERGY EASEMENT REC. NO. 20200423001053

PORTION OF NW1/4 OF SE1/4,

SEC. 25, T24N, R4E, W.M.