

**REAL ESTATE PURCHASE AND SALE AGREEMENT  
(GREENBRIDGE DIVISION 8)**

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (“Agreement”) is made by and between the Seller and the Purchaser identified below as of the date both Seller and Purchaser have signed this Agreement (“Effective Date”).

**1.00 Basic Terms.**

**1.01 Seller:** KING COUNTY HOUSING AUTHORITY,  
a Washington municipal corporation.

**1.02 Purchaser:**  
\_\_\_\_\_,  
a \_\_\_\_\_

**1.03 Property:** Greenbridge Division 8 in Greenbridge Master Plat (the “Property”). The Parcel will be further subdivided into “Lots.” The development of the Property by Purchaser will consist of detached single-family homes (“Homes”) generally ranging in size from \_\_\_\_\_ sq. feet to \_\_\_\_\_ sq. feet; and such other amenities as set forth in the Seller’s 2020 Property Offering of \_\_\_\_\_ Acres; all of which will be subject to Seller’s approval pursuant to its design review process.

(See Exhibit A for legal description of the Property).

Purchaser and Seller acknowledge and agree that the legal description of the Property will be modified after recording of the Final Plat of Greenbridge Division 8, in order to provide a then-current legal description of the Property, and that this event will occur prior to Closing.

The legal description of the Property may be modified by the parties or Escrow Agent, as necessary to accurately describe the area, at any time prior to Closing or in preparation of the Deed.

**1.04 Purchase Price:** \$ \_\_\_\_\_

**1.05 Earnest Money** (See § 3.0): \$ \_\_\_\_\_

**1.06 Escrow Agent:** Chicago Title Insurance Company  
10500 NE 8<sup>th</sup> Street, Suite 600  
Bellevue, WA 98004  
Escrow Officer: Sherrill McCullough  
Escrow No: \_\_\_\_\_\*\*  
Tel: 425-646-9882  
Fax: 425-637-3367

**1.07 Title Company:** Chicago Title Insurance Company  
701 – 5<sup>th</sup> Avenue, Suite 2300  
Seattle, WA 98104  
Title Officer: \_\_\_\_\_\*\*  
Title Order No: \_\_\_\_\_\*\*  
Tel: \_\_\_\_\_\*\*  
Fax: \_\_\_\_\_\*\*

**1.08 Closing Date:** The Closing for the Parcels shall occur on \_\_\_\_\_, 20\_\_\_\_,  
unless extended pursuant to SP-8.1, Section 8.5 and Section 15.1 below.

**1.09 Title Objection Date** (See § 4.0): thirty (30) days after the Effective Date.

**1.10 Feasibility Expiration Date** (See § 5.0): No Feasibility Contingency.

**1.11 Mutual Acceptance Deadline** (See § 13.14): \_\_\_\_\_, 20\_\_\_\_.

**1.12 Effective Date:** \_\_\_\_\_.\*

**1.13 Exhibits:** The following marked Exhibits are incorporated into and made a part of this Agreement:

- Exhibit A – Legal Description
- Exhibit B – Bill of Sale and General Assignment
- Exhibit C – Owner Occupancy Requirement
- Exhibit D – Memorandum of Purchase Agreement and Repurchase Option
- Exhibit E – Greenbridge Division 8 Plat
- Exhibit F – Temporary Construction Easement
- Exhibit G – Easement for Pedestrian Access Stairways
- Exhibit H – Front Yard Easement
- Exhibit I – Assignment and Assumption Agreement (Regarding the PASA)

**1.14 Seller’s Agent:** None.

**1.15 Purchaser’s Agent:** None.

**1.16 Notices:** Notices to either party shall be in writing and effective: (a) three (3) business days after being mailed by certified mail with return receipt requested; (b) the same day when personally delivered to such party; (c) 1 business day after being sent by overnight delivery using a nationally recognized overnight courier service; (d) the same day when sent by facsimile transmission with confirmed receipt to the fax number; or (e) the same day when sent by email transmission with confirmed receipt to the email address. In each case, the notice shall be sent or delivered to the address or fax number set forth below for such party, directed to the attention of the person identified therein and with a copy sent or delivered to such party's attorney (if identified below) at the same time. A party may change its address for notices by written notice delivered to the other party in accordance with this section.

**Seller:**

KING COUNTY HOUSING AUTHORITY  
600 Andover Park West  
Tukwila, WA 98188-3326  
Attn: Stephen Norman, Executive Director (StephenN@kcha.org)  
Tel: 206-574-1190  
Fax: 206.574.1189

**Seller's Attorney:**

JOHNS MONROE MITSUNAGA KOLOUSKOVA PLLC  
11201 SE 8<sup>th</sup> Street, #120  
Bellevue, WA 98004  
Attn: Vicki Orrico (orrico@jmmlaw.com)  
Tel: 425-467-9968  
Fax: 425-451-2818

**Purchaser:**

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**Purchaser's Attorney:**

\*denotes the space may be left blank with missing information inserted after the Effective Date. The Effective Date shall be the date that both Seller and Purchaser have duly executed this Agreement pursuant to Section 13.13.

**SPECIAL PROVISIONS.** The following Special Provisions are made a part of this Agreement. To the extent these Special Provisions conflict with any other provisions of this Agreement, the

Special Provisions shall govern.

**SP-1.0 RESERVED.**

**SP-2.0 CEMENTITIOUS SIDING.** Purchaser agrees to use cementitious siding and trim when constructing new homes on the Parcels.

**SP-3.0 PRICE PARTICIPATION.**

**SP-3.1** In addition to the Purchase price, to the extent the purchase price that Purchaser receives on the sale of any new homes on the Lots being purchased in this Agreement exceeds a threshold amount, Purchaser shall pay to Seller a portion of such excess amount in accordance with this Section (“Price Participation”).

**SP-3.2** The following threshold purchase price amounts (“Sale Price”) and excess purchase price participation percentages (“Excess Price Participation Percentage”) are established for the new home series that Purchaser plans on constructing on the Lots and selling to homebuyers:

Home Type (Square Feet)	Base Home Sales Price (A)	Lot Premium (B)	Inflation Buffer (2%) (C)	Total Base Price for Price Participation Calculation	Excess Price Participation Percentage
_____	\$ _____	\$ _____	\$ _____	A+B+C	25%
_____	\$ _____	\$ _____	\$ _____	A+B+C	25%
_____	\$ _____	\$ _____	\$ _____	A+B+C	25%

**SP-3.3** With respect to each Lot that Purchaser sells to a homebuyer (“New Home”) for a purchase price (“New Home Sales Price”) in excess of the applicable total base price for the price participation calculation, Purchaser shall pay to Seller an Excess Price Participation amount that is equal to that portion of the New Home Sales Price that is in excess of the Base Home Sales Price plus the lot premium and inflation buffer, which difference will then be multiplied by the Excess Price Participation Percentage to arrive at the payment owed to Seller. Buyer options, personalizations, concessions, and upgrades are excluded in calculating New Home Sale Price.

**SP-3.4** The Inflation Buffer is a fixed amount of two percent (2%) of the Base Home Sales Price. The maximum Target Price will be calculated in the following example:

Assume the Base Home Sales Price of a \_\_\_\_\_ square foot home is \$ \_\_\_\_\_; the inflation buffer for that New Home closing will be calculated as \$ \_\_\_\_\_. For that closing, the Total Base Price for the Excess Price Participation would be \$ \_\_\_\_\_ (\$ \_\_\_\_\_ + \$ \_\_\_\_\_). The difference between New Home Sales Price and the Total Base Price will be multiplied by \_\_\_\_\_%, and this amount will be owed to Seller as Seller’s Excess Price Participation.

**SP-3.5** Concurrently with each closing of a New Home, Purchaser shall pay to Seller via the house closing escrow any Price Participation due Seller with respect to said sale.



**SP-3.6** To the extent any real estate excise tax or other tax is due in connection with the Price Participation, Seller shall pay, and shall indemnify Purchaser against any liability for, such tax(es) as it relates to the amount of any Price Participation paid to Seller.

**SP-3.7** Seller shall not by virtue of this Section SP-3.0 have any right to participate in Purchaser's pricing or other operational decisions that may affect New Home Sale Prices.

**SP-3.8** The provisions of this Section SP-3.0 shall not apply to the sale of Lots by Purchaser on which Purchaser has not constructed homes. Any such sale shall be governed by Section SP-4.0 below.

**SP-3.9** Intentionally Omitted.

**SP-4.0 Resale of Parcels or Lots.** In the event, following Closing hereunder, Purchaser elects to sell any or all of the Lots to a third party as a vacant Lot(s), the following requirements shall apply:

**SP-4.1** If Purchaser enters into a Purchase and Sale Agreement for the sale of any Lot(s) on which Purchaser is not intending to build homes to any non-affiliated party ("Undeveloped Lots PSA"), then prior to closing on a sale pursuant to such Undeveloped Lot PSA, Seller shall have the first right of refusal to purchase the Lot(s) on the same terms as the Undeveloped Lots PSA. Seller shall have ten (10) business days from receipt of the Undeveloped Lot PSA from Purchaser to notify Purchaser of its intent to purchase the Lot(s) ("ROFR Exercise Notice"). If Seller delivers a ROFR Exercise Notice within such ten (10) business day period, then Seller shall be bound to purchase the Lot(s) on the same terms as the Undeveloped Lots PSA. If Seller does not deliver a ROFR Exercise Notice within such ten (10) business day period, then Purchaser shall be free to sell the Lot(s) pursuant to the terms of SP-4.2 and SP-4.3.

**SP-4.2** In the event the Lots are sold in a transaction that is subject to Seller's right of first refusal pursuant to SP-4.1 for a price in excess of the purchase price for such Lot that Purchaser paid Seller under this Agreement, Purchaser shall pay to Seller in cash thirty percent (30%) of the proceeds of such excess after first deducting from the excess (a) all reasonable and customary expenses directly incurred by Purchaser in association with the sale, including without limitation real estate excise tax, commissions, escrow fees, financing costs, including subordinated loan costs known as the 10% preferred return of equity and closing costs, and (b) those documented costs and expenses (i.e. design fee, engineering fees, survey, consultant fees, permit fees, review fees, etc.) that Purchaser may have incurred in improving the Lots and associated common areas subject to the Undeveloped Lots PSA (e.g., rockeries, additional grading, landscaping). Such payment shall be made by Purchaser within thirty (30) days after closing on the sale of the undeveloped Lots.

**SP-4.3** Any sale of a Lot(s) to a third party shall oblige that party to honor all provisions of this Agreement, including but not limited to the requirement of submission prior to closing to design review as set forth in Section 15.1, and the inclusion in the third party's purchase and sale agreements with end users of owner-occupancy language substantially similar in effect to the language in Exhibit D of this Agreement. In addition, the purchase and sale agreement between Purchaser and the third party shall include a provision allowing King County Housing Authority all the same remedies against that party for any breach that this Agreement provides to Seller for

the Purchaser's breach. Any liquidated damages collected as the result of the enforcement of the owner-occupancy requirement shall be paid to Seller; net of any incurred costs.

**SP-4.4** For purposes of Section SP-4.0: in the event of any sale to a third-party involving Lots, then each lot is valued at its proportion of the overall Purchase Price (i.e. the Purchase Price divided by 107).

**SP-5.0 Side Sewer General Facilities Credits.** At Purchaser's sole option, Purchaser agrees to buy and Seller agrees to sell at Closing Sewer General Facilities Credits of Southwest Suburban Sewer District (each a "GFC") owned by Seller. At Closing hereunder, Seller agrees to sell Purchaser a GFC for each single-family Lot developed for \$3,826 per Lot for up to 96 Lots. Purchaser will purchase an equal amount of GFC's to Lots developed. Payment for GFC's will be payable to Seller at Closing. If Purchaser does not receive credit from Southwest Suburban Sewer District for each GFC committed to Purchaser then Seller is under no further obligation to sell any GFC to Purchaser.

**SP-6.0 Offer Expiration Date.** Seller shall have until 5:00pm on \_\_\_\_\_, 20\_\_, to mutually execute this Agreement. In the event that Seller fails to meet the deadline, or fails to meet this deadline without a signed counter offer, this Agreement shall terminate and any Earnest Money shall be returned to Purchaser.

**SP-7.0 Financial Review.** Purchaser must submit the following information to Seller prior to the Effective Date.

- a) Financing plan for land purchase.
- b) List of all developments under construction by the company and principals.
- c) Resumes of development team.

#### **SP-8.0 FINAL PLAT OBLIGATIONS.**

**SP-8.1** Seller is in the process of obtaining Final Plat Approval for Greenbridge Division 8 and recording same. Seller and King County (the "County") have entered into that certain Agreement Regarding the Greenbridge Division 8 Final Plat (the "Division 8 Final Plat") and that certain Public Agency Agreement for Performance (FING 19-0023) dated February 23, 2020 (collectively, the "PASA"). Among other things, the PASA allows Seller to obtain approval of and record the Final Plat without (a) first completing and obtaining County approval for all of the infrastructure work for the Division 8 Plat (the "Site Work"); or (b) providing the County with monetary financial guarantees such as bonds that the Site Work will be timely completed. Seller and Purchaser shall execute the Assignment and Assumption Agreement regarding the PASA (Exhibit H) as part of Closing. Within ten (10) Business Days following Closing, Purchaser shall provide King County with Purchaser's own adequate financial guarantees for all of the Site Work and the amounts identified in the PASA's Bond Quantity Worksheet (the Purchaser's "Alternative Financial Guarantee"), thereby replacing any and all bonds on all permits obtained by Seller with regard to the Property, and otherwise allowing the PASA between Seller and King County to be terminated. The amount of the Alternative Financial Guarantee shall be such amount as necessary for Seller to obtain the County's release of Seller from any further obligation concerning the PASA. Purchaser's failure to timely provide the County with Purchaser's Alternative Financial Guarantee shall be a material breach of this Agreement.

**SP-8.2** Seller is also in the process of preparing engineering plans and related permit applications or approvals for infrastructure improvements related to that certain proposed subdivision of the Property commonly referred to as the Greenbridge Division 8 Final Plat and graphically depicted in Exhibit F (the “Greenbridge Division 8 Plat”). Seller shall use its reasonable best efforts to obtain, at its cost, plan approvals from King County or the applicable utility provider for the following infrastructure items that will be located within the Greenbridge Division 8 Plat (collectively, the “Infrastructure Design Plans”):

- a) The \_\_\_\_\_ Infrastructure Road and Storm Drainage Improvement Plans (prepared by \_\_\_\_\_ Consulting Engineers, dated \_\_\_\_\_ 20\_\_);
- b) The KCHA WME Project (Water Plans) (prepared by \_\_\_\_\_ Consulting Engineers, dated \_\_\_\_\_ 20\_\_);
- c) The \_\_\_\_\_ Infrastructure Sanitary Sewer Improvement Plans (prepared by \_\_\_\_\_ Consulting Engineers, dated \_\_\_\_\_ 20\_\_);
- d) The \_\_\_\_\_ Infrastructure Franchise Utility Improvement Plans (prepared by \_\_\_\_\_ Consulting Engineers, dated \_\_\_\_\_ 20\_\_);
- e) The \_\_\_\_\_ Parks and Trails Landscape Improvements Plans (prepared by \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_); and
- f) The Geotechnical Services Report (prepared by \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_).

In the event Seller has not obtained some of the approvals concerning the Infrastructure Design Plans by the time Closing has occurred, then Closing shall be delayed on a day for day basis for each day of the delay and Seller shall continue its efforts to obtain approvals, and Purchaser and Seller will work cooperatively in those efforts. At Closing, Seller shall sell and assign to Purchaser, at no additional cost to Purchaser, the plans and any associated approvals for the items listed above.

**SP-8.3** Seller shall be responsible for constructing at its cost the improvements on Tract P-801, which tract is identified in Exhibit F (the Greenbridge Division 8 Plat exhibit). Following Closing, Purchaser shall be responsible for maintaining said improvements, until such time as Tract P-801 is conveyed back to Seller, at no cost to Seller, pursuant to **SP-8.8**.

**SP-8.4** Following Closing Purchaser shall be responsible for constructing, at its cost, all infrastructure improvements associated with the Greenbridge Division 8 Plat, including those improvements listed in Sections SP-8.1 and SP-8.2. Such costs include any building or construction related permit fees, Mitigation Payment System fees, performance bonds, maintenance bonds and other deposits but shall not include the Infrastructure Design Plan costs or other Seller costs incurred delivering the Property in accordance with this Agreement at Closing.

**SP-8.5** Following the Effective Date of this Agreement, Seller shall make diligent efforts to obtain Final Plat approval of the Greenbridge Division 8 Plat from King County. The layout of the lots, street, tracts and easements shall be the same as those items set forth in Exhibit F, subject to: (i) minor non-material changes; or (ii) any changes required by King County as a condition of approving the Final Plat. The plat notes on the mylar for the Division 8 Plat shall be substantially the same as those set forth in Exhibit F. Seller intends to promptly sign the Final Plat mylar for the Division 8 Plat when approved by King County. Seller shall be responsible, at its cost, for all costs associated with obtaining final plat approval of the Division 8 Plat, including costs associated with the survey and recording costs.

**SP-8.6** Following Closing, Purchaser shall build out all of the improvements, landscape and plantings, as the case may be, regarding each of the tracts, and such work shall be in conformity with the Infrastructure Design Plans as approved by King County; provided that, Seller will be responsible for the build-out of Tract P-801.

**SP-8.7** The timing for Purchaser's conveyance back to Seller, at no cost to Seller, of Tracts A-801, A-802, A-803, A-804, A-805, A-806, P-801, P-802, P-803, P-804, P-805, P-806, P-807, P-808, P-809, P-810, P-811 and P-812 shall occur upon completion of the improvements within each of said tracts, and written approval and acceptance of the work by Seller ("Seller Approval"); provided that, Seller Approval regarding Tract P-801 shall concern whether the work has been acceptably maintained by Purchaser and is otherwise undamaged at that time. Following Seller Approval for each Tract, that Tract will be conveyed to Seller pursuant to the terms set forth in SP-8.8.

**Warranties: Access Tracts (Tracts A-801 through A-806).** Purchaser shall provide a 1-year warranty to Seller on all improvements to the Access Tracts. This access work shall include, but not be limited to, the design, construction and workmanship of the utilities, drainage facilities, subgrade and pavement (the "Access Improvement Work"). Purchaser shall provide proof to Seller that all utility developer extension agreement requirements have been fulfilled, such as bill of sale, easements and any required bonds for turnover of public utilities. Notwithstanding anything to the contrary stated in this Section SP-8.7, the warranty start date the Access Tracts shall be the later of the closing of the last home sale that accesses the Access Tract in question or the final inspection approval of the Access Tract, whichever date is later, and this warranty shall run from that time forward for a duration of 1-year. During this warranty period, Purchaser agrees to repair at its cost any defective or broken elements involving any aspect of the Access Improvement Work.

**Warranties: Park Tracts (Tracts P-801 through P-812).** Purchaser shall provide a 1-year warranty to Seller on all improvements within the Park Tracts; provided that, the warranty concerning Tract P-801 shall only apply to work undertaken by Purchaser to repair or correct damage caused by Purchaser or negligently or intentionally allowed to occur by Purchaser while it was maintaining said tract. Purchaser shall provide proof to Seller that all utility developer extension agreement requirements have been fulfilled, such as bill of sale, easements and any required bonds for turnover of public utilities, and that meters are functional and operational. The warranty start date shall be the date that Seller Approval has been granted for each Park Tract, and shall run from that time forward for a duration of 1-year. During the warranty period Purchaser shall be responsible for the repair or replacement of any damaged or defective improvements,

landscape or plantings, as the case may be.

**SP-8.8** Within five (5) business days of receiving Seller Approval regarding a tract, Purchaser shall convey the tract to King County Housing Authority by quit claim deed. This process for conveyance shall be applied to all of the tracts identified in SP-8.7, which conveyances shall be at no cost to Seller. These tracts shall be conveyed free and clear of any financial encumbrances, and shall not be encumbered with any covenants, conditions, restrictions or easements other than those set forth in Exhibit F, the Final Plat of Greenbridge Division 8, those set forth in the title pro forma associated with the sale of the Property to Purchaser pursuant to this Purchase and Sale Agreement (Chicago Title Insurance No. \* \_\_\_\_\_, dated \_\* \_\_\_\_\_) and any encumbrances or exceptions created by, or approved by, Seller; provided that, for purposes of this section, any Purchaser related financing encumbrances shall not be considered an encumbrance approved by Seller and must be removed as to each Tract conveyed back to Seller. Seller and Purchaser agree to execute an excise tax affidavit confirming that no excise tax is due as a part of the transfer of the tracts back to Seller.

**SP-8.9** At Closing, Seller shall grant Purchaser a Temporary Construction Easement substantially in the form set forth in Exhibit G.

\*denotes the space may be left blank with missing information inserted after the Effective Date.

**2.0 PURCHASE AND SALE.** Seller shall sell the Property to Purchaser, and Purchaser shall purchase the Property from Seller, on the terms and conditions of this Agreement.

**3.0 EARNEST MONEY.** Within two (2) business days after the Effective Date, Purchaser shall deposit with Escrow Agent the Earnest Money in the amount specified in Section 1.05 by executing and delivering to Escrow Agent cash which shall be promptly released by Escrow to Seller. Upon the Effective Date, the Earnest Money shall be non-refundable to Purchaser, except in the event of Seller's breach of its obligations hereunder or except as otherwise expressly provided herein. All Earnest Money shall be applied to the Purchase Price at Closing.

#### **4.0 TITLE MATTERS.**

**4.1 Conveyance of Title.** At Closing, Seller shall execute and deliver to Purchaser a Statutory Warranty Deed conveying fee title to the Property, subject only to the Permitted Exceptions, as defined in Section 4.4 ("Deed"). Monetary encumbrances to be discharged by Seller at Closing shall be paid from Seller's proceeds.

**4.2 Title Policy.** At Closing, Seller shall cause Title Company to issue to Purchaser a policy of title insurance (2006 ALTA Owner's Policy of Title Insurance) in the amount of the Purchase Price, insuring Purchaser against any loss or damage by reason of defect in Seller's title to the Property, other than the Permitted Exceptions ("Title Policy"). The Title Policy shall provide owner's extended coverage with Purchaser paying the difference in the premium for the Title Policy between owner's standard coverage and owner's extended coverage. At Closing, Seller agrees to execute such indemnities, affidavits or other documents that Title Company customarily or reasonably requires of sellers in connection with issuing extended coverage.

**4.3 Commitment.** Within two (2) business days following the Effective Date, Purchaser shall order from Title Company a preliminary commitment for the Title Policy (“Initial Commitment”) encompassing the Property, together with complete and legible copies of any exceptions set forth in Schedule B of the Initial Commitment. If Purchaser has timely requested the Initial Commitment and Title Company fails to deliver the Initial Commitment and underlying title documents to both Purchaser and Purchaser’s Attorney (as identified in Section 1.16) within ten (10) business days after the Effective Date, the Title Objection Date shall be extended on a day for day basis for each day of Title Company’s delay in delivering the Initial Commitment and underlying title documents to Purchaser and Purchaser’s Attorney. Purchaser shall pay Title Company’s cancellation charges if this Agreement terminates.

**4.4 Title Review.** On or before the Title Objection Date, Purchaser shall notify Seller in writing (“Purchaser’s Title Notice”) of Purchaser’s approval or disapproval of the exceptions shown in the Initial Commitment. If Purchaser fails to deliver Purchaser’s Title Notice on or before the Title Objection Date, Purchaser shall be deemed to have approved the exceptions shown in the Initial Commitment. Exceptions approved by Purchaser shall be “Permitted Exceptions.” Whether or not Purchaser objects to them in Purchaser’s Title Notice, the following shall in no event be Permitted Exceptions and Seller shall remove them on or before Closing: (a) exceptions for real estate contracts, mortgages, deeds of trust, assignments of rents and leases and other instruments or documents evidencing or securing loans; (b) exceptions for the payment of real estate excise, sales, conveyance or stamp taxes, rollback taxes, improvement assessments and any delinquent real estate taxes; (c) exceptions for construction liens, judgment liens or lis pendens; (d) exceptions related to other monetary liens or monetary exceptions; and (e) exceptions related to the authority, organization or legal standing of Seller. If Purchaser disapproves of any exceptions, Seller shall, within five (5) business days of Purchaser’s Title Notice, notify Purchaser in writing whether Seller will remove the disapproved exceptions. If Seller fails to respond within five (5) business days, Seller shall be deemed to have elected to remove the disapproved exceptions. If Seller elects not to remove any disapproved exceptions, then Purchaser’s sole options shall be either (y) accept the disapproved exceptions as Permitted Exceptions or (z) by written notice to Seller within five (5) business days of Seller’s election of non-removal, to terminate this Agreement, in which case the Earnest Money shall be returned to Purchaser within two (2) business days after termination. Purchaser’s failure to act within five (5) business days of receipt of Seller’s election not to remove any disapproved exceptions shall be deemed an election under clause (y) to accept the disapproved exceptions as Permitted Exceptions.

**4.5 New Exceptions.** From the Effective Date until Closing, Seller shall not, without the prior consent of Purchaser, enter into any lease, contract, declaration or other agreement that would create any encumbrance that cannot be removed and eliminated from title to the Property at Closing as contemplated hereunder. With respect to those leases, contracts, declarations and agreements which may be required by the Permitting Jurisdiction for the Property to be ready for Purchase, Purchaser shall not unreasonably withhold its consent, provided such new exceptions do not have a material adverse impact on Purchaser’s Intended Use. Any such new exceptions, if approved by Purchaser, shall be deemed Permitted Exceptions. Purchaser’s consent to any such item shall be deemed given if Purchaser does not provide Seller with its written objection to such item within five (5) business days after Purchaser’s receipt of Seller’s written request for Purchaser’s consent to such item. With respect to any other title exceptions first appearing or disclosed after Purchaser’s receipt of the Initial Commitment, the notice and response procedure set forth in Section 4.4 shall be repeated. If necessary, to accommodate the notice and response

periods for a new exception, the Closing Date shall be extended on a day for day basis.

**4.6 Survey.** If Seller has any surveys of some or all of the Property in its possession, Seller shall deliver copies of such surveys to Purchaser no later than five (5) business days after the Effective Date. On or before the Title Objection Date, Purchaser shall determine whether Title Company or itself will require a separate or updated survey and shall make the appropriate arrangements to ensure delivery of any required survey to Title Company prior to Closing. Seller, if requested, will cooperate with Purchaser's efforts to obtain a separate or updated survey for the benefit of Purchaser and Title Company. Failure to make arrangements for a required survey shall not be a default by Purchaser under this Agreement, but in such event Purchaser agrees to accept at Closing a Title Policy that provides extended coverage with a survey exception or only provides standard coverage. All costs of any required survey shall be borne by Purchaser.

**5.0 FEASIBILITY CONTINGENCY.** Purchaser's obligation to purchase the Property in accordance with this Agreement has been determined to be complete as of the Effective Date and was determined in the Purchaser's sole discretion, that the Property is suitable for Purchaser's Intended Use and that the development of the Property for Purchaser's Intended Use is economically feasible ("Feasibility Contingency"). Purchaser's determination with respect to the satisfaction of the Feasibility Contingency has been given upon the Effective Date of this Agreement.

**6.0 SELLER'S COVENANT TO COOPERATE BY PROVIDING DOCUMENTS.** Purchaser and Seller have agreed that Seller shall provide Purchaser with copies of all contracts, documents and studies of significance to the Property and its development, for Purchaser's information and review ("Property Information"). The Property Information is made available to Purchaser for informational purposes only, and except as may be otherwise expressly provided in this Agreement, Seller expressly disclaims all representations and warranties of any kind or nature, express or implied, with regard to the Property Information.

**7.0 POSSESSION AND RIGHT OF ENTRY.** During the term of this Agreement, Purchaser, its agents, employees and designees shall be entitled to enter upon the Property by providing Seller 24 hours' notice to conduct investigations and studies and to perform soil, engineering and other studies and investigations, all of which shall be conducted at Purchaser's sole expense. Purchaser shall promptly repair any damage caused to the Property arising from the exercise of Purchaser's rights hereunder and shall indemnify, defend and hold Seller harmless from and against any and all costs, damages, liabilities, claims (including construction liens) and expenses (including attorneys' fees and costs) that arise as a result of Purchaser's conducting of the studies and investigations contemplated by this Section, except this indemnity shall not extend to those matters arising out of Seller's negligence or intentional misconduct. Purchaser's obligations under this Section shall survive termination of this Agreement.

## **8.0 CLOSING.**

**8.1 Closing.** For purposes of this Agreement, the term "Closing" shall mean the date of delivery and recording of the Deed from Seller to Purchaser and Purchaser's payment of the Purchase Price in the amount specified in Section 1.04 to Seller. Closing shall take place in the offices of Escrow Agent, and Escrow Agent shall perform the duties of escrow agent.

**8.2 Escrow; Closing Costs.** Purchaser and Seller shall place with the Escrow Agent all instruments, documents and moneys necessary to complete the sale in accordance with this Agreement. Seller shall pay the cost of the Title Policy to the extent of owner's standard coverage, real estate excise tax, one-half the escrow fee and other customary seller's closing costs. Purchaser shall pay the cost of the Title Policy in excess of the cost of owner's standard coverage, plus any endorsements to the Title Policy, recording fees for the Deed, one-half the escrow fee, and other customary purchaser's closing costs.

**8.3 Prorations.** Real property taxes, assessments (to the extent they qualify as Permitted Exceptions) and utilities due and payable in the current year shall be prorated as of Closing.

**8.4 Bill of Sale and General Assignment.** Seller shall execute and deliver to Purchaser at Closing a Bill of Sale and General Assignment substantially in the form attached as Exhibit C pursuant to which Seller assigns all studies, reports, surveys, design documents, warranties, permits, licenses and any and all other materials or documentation that are related to the Property or Seller's efforts to develop and entitle the Property.

**8.5 Extensions to Obtain HUD approvals.** The parties acknowledge that the sale of the Property to Purchaser requires that the United States Department of Housing and Urban development ("HUD") approve the disposition of the Property by Seller and that HUD approves and executes a partial release of a Declaration of Restrictive Covenants recorded against the Property ("HUD Approvals"). Seller agrees to use its best efforts to obtain the HUD Approvals as quickly as is reasonably feasible. However, the parties acknowledge that the exact timing of the receipt of HUD Approvals is beyond the control of either Seller or Purchaser. In the event that Seller is unable to receive a HUD executed partial release of a Declaration of Restrictive Covenants recorded against the property by the Closing Date, the Closing Date shall be extended on a day for day basis for each day of delay in obtaining the release of HUD Declaration of Restrictive Covenants. In the event that Seller is unable to obtain the HUD Approvals within sixty (60) days following the Closing Date as set forth in Section 1.08 of this Agreement, Purchaser shall have the right by written notice to Seller to terminate this Agreement, and upon delivery of such notice this Agreement shall terminate and the Earnest Money shall be returned to Purchaser.

## **9.0 REPRESENTATIONS AND MAINTENANCE COVENANTS OF SELLER; AS IS DISCLAIMER.**

**9.1 Seller's Representations.** Seller represents, warrants and covenants to Purchaser, as of the Effective Date and as of the Closing Date, that: (a) Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, IRS Section 1445(b)(2), as amended; (b) to Seller's knowledge, based upon reasonable inquiry, and except as disclosed in the Property Information, there is no hazardous substance, petroleum, hydrocarbon, underground storage tanks or toxic materials of any kind ("Hazardous Substances") in, on, or about the Property; (c) Seller has not deposited, released, or allowed Hazardous Substances on the Property, and Seller shall not deposit, release, or allow Hazardous Substances on the Property throughout the term of this Agreement; and (d) to Seller's knowledge, the Property Information is complete and accurate and does not fail to state any material fact or circumstance without which the Property Information would be deceptive or misleading.



**9.2 Maintenance of Property.** Except as otherwise expressly contemplated in this Agreement, Seller shall not change the condition of the Property between the Effective Date and Closing. The foregoing shall not preclude ordinary maintenance or repairs by Seller.

**9.3 As Is Disclaimer.** Purchaser acknowledges and agrees that, except as otherwise set forth in this Agreement or in the documents required to be delivered by Seller at Closing (“Closing Documents”), it is acquiring the Property at Closing in an “As Is” condition, with all faults. Purchaser further acknowledges and agrees that, except as otherwise set forth in this Agreement or in the Closing Documents, neither Seller nor any principal, agent, attorney, employee, broker or other representative of Seller has made any representations or warranties of any kind whatsoever regarding the Property, either express or implied, and that, except for those set forth in this Agreement or in the Closing Documents, Purchaser is not relying on any warranty, representation or covenant, express or implied, with respect to the Property, including, without limitation, those relating to: (a) the condition of the soils or groundwater of the Property or the presence or absence of hazardous or toxic materials or substances on or under the Property; (b) the compliance of the Property with applicable statutes, laws, codes, ordinances, regulations, rules or requirements, whether relating to zoning, subdivision, planning, building, fire, safety, health or environmental matters, or otherwise; (c) the compliance of the Property with covenants, conditions and restrictions (whether or not of record); (d) the compliance of the Property with other local, municipal, regional, state or federal requirements; (e) the density that Purchaser may achieve in developing the Property; or (f) the availability of building, excavation and other permits that may be necessary for the construction of improvements on the Property. The parties intend that as between Purchaser and Seller, Purchaser or any of its successors will be solely responsible for undertaking any remediation of the Property after Closing, if any, to the extent required by law.

**9.4 Compliance with Hazardous Materials Requirements.** Seller further agrees that it has not and will not generate, store, recycle, reuse, manufacture, refine, transport, handle, dispose of, discharge or release any Hazardous Substance on the Properties prior to closing, except in compliance with all applicable federal, state and local statutes, ordinances, rules, regulations or other laws.

**9.5 Indemnification by Seller.** Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including reasonable attorneys’ fees and costs) which accrue to or are incurred by Purchaser on or after the transfer of the Properties which arise out of, or are in any way connected with the inaccuracy or breach of the representations, agreements and warranties contained in this Agreement regarding Hazardous Substances. As used in this Agreement, “Hazardous Substance” means any hazardous, toxic or dangerous substance, waste or material which is regulated under any federal, state or local statute, ordinance, rule, regulation or other law now or hereafter in effect pertaining to environmental protection, contamination or cleanup.

**10.0 AUTHORITY.** Each individual executing this Agreement on behalf of Seller or Purchaser represents and warrants that such individual is authorized to execute this Agreement on behalf of Seller or Purchaser, as applicable, and to thereby bind such party to this Agreement.

**11.0 BROKERS AND COMMISSIONS.** Each party shall defend, indemnify and hold harmless the other party from and against the claims of any and all brokers or other intermediaries

claiming that by or through it they are entitled to a fee or commission in connection with this transaction.

## **12.0 REMEDIES.**

**12.1 Opportunity to Cure and Default.** Failure to close without legal excuse shall constitute an immediate default under this Agreement. For the breach of any other covenant, representation or warranty under this Agreement, a party shall only be entitled to declare a default and pursue its rights and remedies for breach and default under this Agreement if notice of the breach has been given to the breaching party and the breaching party fails to cure such breach within fourteen (14) days after receiving such notice.

**12.2 Seller's Remedies.** In the event of any default by Purchaser without legal excuse, Seller shall be entitled to terminate this Agreement and receive the Earnest Money as liquidated damages. The foregoing shall be Seller's sole and exclusive remedy for any breach or default by Purchaser except as specified herein, and Seller's receipt of the Earnest Money shall constitute a waiver of any other rights or remedies that Seller may have at law or in equity. Notwithstanding the foregoing, Seller shall have the right to sue for damages for breach of Purchaser's obligations pursuant to Section SP 3.0 and Section 7.0.

**12.3 Purchaser's Remedies.** In the event of any default by Seller without legal excuse, Purchaser may elect to pursue any of the following remedies: (a) terminate this Agreement, in which event the Earnest Money shall be immediately returned to Purchaser; (b) maintain an action for specific performance or other injunctive relief; (c) bring an action for damages; and/or (d) cure Seller's failure of performance, and then recover from Seller the reasonable cost of such cure plus interest at the rate of 12% per annum, which amount Purchaser may offset against the Purchase Price due at Closing. Purchaser's election to cure Seller's failure of performance shall not preclude Purchaser from electing to terminate this Agreement under clause (a) of this Section at a later date.

## **13.0 GENERAL PROVISIONS.**

**13.1 Time.** Time is of the essence in the performance of all obligations under this Agreement. Unless this Agreement expressly refers to "business days" or "working days," all references in this Agreement to days shall be deemed to mean calendar days. The time periods under this Agreement shall be computed by excluding the first day and including the last day, but, if the last day falls on a weekend or holiday, the time period shall extend to the next business day. Holidays shall mean the legal holidays specified in RCW 1.16.050.

### **13.2 Condemnation/Casualty.**

**A.** If, prior to Closing, the Property becomes the subject of a condemnation proceeding affecting a material portion of the Property, Purchaser shall have the right to terminate this Agreement as to the Property or to just that portion of the Property that is the subject of the taking, provided that Purchaser notifies Seller in writing of its election to so terminate not later than thirty (30) days after it is advised of the condemnation proceeding. Upon any such termination, the Purchase Price shall be proportionally adjusted to reflect the removal of the applicable portion of the Property from this Agreement and Purchaser shall be entitled to receive a proportional return of the Earnest Money that has not then been applied. If Purchaser does not elect to terminate this Agreement, then Seller shall

assign to Purchaser at Closing Seller's rights in and to any condemnation proceeds.

**B.** If, prior to Closing, an event or condition occurs that results in a material change to the Property or the Property is not in compliance with the Infrastructure Design Plans ("Casualty"), Purchaser shall have the right to terminate this Agreement as to the Property, provided that Purchaser notifies Seller in writing of its election to so terminate not later than thirty (30) days after it is advised of the Casualty. If Purchaser does not elect to terminate this Agreement, then Seller shall assign to Purchaser at Closing Seller's rights in and to any insurance proceeds, if any.

**13.3 Binding Effect.** This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, personal representatives, successors and assigns of both Purchaser and Seller.

**13.4 No Third Party Beneficiaries.** This Agreement is for the sole benefit of, and may be enforced solely by, the parties and their valid successors and assigns. The parties do not intend to create any rights or benefits for any other person or entity.

**13.5 No Joint Venture.** Nothing in this Agreement is intended to create any partnership, joint venture or other joint ownership, profit-sharing or similar kind of agreement or arrangement between Purchaser and Seller.

**13.6 No Merger.** The terms of this Agreement shall not merge into the Deed(s) delivered at Closing and shall survive Closing, subject to any restrictions on survival expressly set forth in this Agreement.

**13.7 Further Acts.** The parties shall execute and deliver such further documents and instruments and take such other further actions as may be reasonably necessary to carry out the intent and provisions of this Agreement.

**13.8 Entire Agreement; Amendment.** This is the entire agreement of the parties with respect to the Property and supersedes all written or oral agreements or understandings. This Agreement may be modified only in writing signed by both parties.

**13.9 Captions.** The captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision contained in it.

**13.10 Severability.** If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated.

**13.11 Attorneys' Fees.** In any litigation or other proceeding arising out of this Agreement, the substantially prevailing party shall be entitled to an award of its reasonable attorneys' fees and other costs incurred therein.

**13.12 Governing Law and Venue.** This Agreement shall be construed according to the internal laws of the State of Washington. Venue for any action arising out of this Agreement shall be in the county in which the Property is located.

**13.13 Counterparts; Facsimile; Email.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart. Signatures transmitted by facsimile or email shall have the same effect as original ink signatures. With regards to any signature transmitted by facsimile or email, the transmitting party shall use reasonable and diligent efforts to promptly deliver to the recipient an ink original of what was previously transmitted, but failure to do so shall not impair in any way the validity of the transmitted signatures.

**13.14 Time Period for Mutual Acceptance.** This Agreement shall be null and void unless mutually executed and delivered by both parties on or before the Mutual Acceptance Deadline specified in Section 1.11.

#### **14.0 SELLER'S RE-PURCHASE OPTION.**

The following constitutes a "Repurchase Event" which gives Seller the right, subject to the Purchaser's lender's first rights, but not the obligation, to repurchase any portion of the Properties which has not been sold to an end-user who intends to occupy the housing unit:

- (1) Purchaser's failure to exercise reasonable efforts to complete entitlement of infrastructure improvements or construction.
- (2) The filing of bankruptcy, either voluntary or involuntary, or the appointment of a receiver for Purchaser.
- (3) Purchaser's default on construction contracts in connection with the Property.
- (4) Purchaser's default on construction or equity financing.

**A.** Seller will notify Purchaser in writing when Purchaser has demonstrated a failure to exercise reasonable efforts to complete entitlement of infrastructure improvements or construction. Upon notification from Seller, Purchaser shall have ten (10) business days to respond with evidence of its reasonable efforts. If Purchaser does not respond, or cannot show adequate evidence of reasonable efforts within the ten-day period, a Repurchase Event shall have occurred.

**B.** Purchaser is required to notify Seller in writing within five (5) business days when Purchaser knows of an occurrence of Repurchase Events (2), (3), or (4). If Purchaser does not notify Seller of Repurchase Events (2), (3) or (4) within five (5) business days of their occurrence, Seller may exercise its Repurchase Option immediately upon being notified of a Repurchase Event, and Purchaser may in addition be subject to the Remedies set forth in Section 12.1 and 12.2 of this Agreement.

**C.** Seller may exercise its Repurchase right for some or all of the housing units, Parcel, or Lots in the Properties, at Seller's sole discretion.

**D.** Upon a Repurchase Event, Seller shall have the right subject to Purchaser's Lender's Rights to repurchase any or all of the unit(s) and/or lot(s) and related improvements which are the

subject of the Repurchase Event for a price equal to the lesser of (1) the fair market value as determined by appraisal, or (2) one-hundred percent (100%) of the sum of the Purchase Price of the lot(s) plus the actual direct and indirect costs of construction including, but not limited to, financing and entitlement expenses incurred by Purchaser for the lot(s) and their improvement. For purposes of this calculation, the Purchase Price shall be allocated among all Lots and/or the Parcel equally, and any construction costs incurred for multiple lots and/or the Parcel shall be allocated equally among all Lots and Parcels.

**E.** Seller shall exercise the Repurchase Option by giving Purchaser written notice of Seller's intention to exercise its Repurchase Option no later than ninety (90) days after Seller first becomes aware of the occurrence of a Repurchase Event. If such notice is not given to Purchaser within such ninety (90) day period, then Seller's Repurchase Option shall terminate with respect to the subject Property with respect to that occurrence. If Purchaser does not cure the Repurchase Event within forty-five (45) days of receipt of such notice, Purchaser shall sell the lot(s) designated for repurchase by Seller to Seller, free of all encumbrances and liens, at a time designated by Seller that is no less than twenty-one (21) and no more than thirty (30) business days after the expiration of the forty-five (45) day cure period. Such sale shall be by warranty deed, and Purchaser shall bear all customary closing costs, including but not limited to, real estate excise tax.

**F.** The parties shall, at closing, record a Memorandum of Purchase Agreement and Repurchase Option against the Property in the form attached as Exhibit E (the "Memorandum"). This Memorandum shall automatically terminate and be released with respect to each lot upon the closing of a sale of a home by Purchaser to an individual buyer. Seller agrees to subordinate, but must approve the form of each and any subordination, this Memorandum to Purchaser's acquisition, development, construction or combination of aforementioned loans by a mutually agreeable subordination agreement; provided that, the terms of any subordination agreement shall not be required to subordinate the obligations set forth in the following sections of the Agreement: Sections SP-3.0 to SP-3.9 (Price Participation); SP-4.0, SP-4.2 (but deleting the words in the first sentence thereof "that is subject to Seller's right of first offer pursuant to SP-4.1"; SP-4.3; SP-4.4; SP-8.1 to SP-8.8; and 15.1, 15.2, 15.3, 15.4, 15.6 (but only to the extent the applicable damage results solely from the negligent acts of Lender or Lender's agents), 15.7, 15.8, 15.9, 15.10, 15.11, and 15.12 (Purchaser's Development of Property). Upon a Repurchase Event, Seller has rights to all of Purchaser's permits, drawings, reports, and tests related to development of the Property. These items shall be delivered to Seller thirty (30) days prior to closing of the Repurchase Event. At closing of the Repurchase Event, Purchaser will assign all of its interest and rights to the items listed above.

## **15.0 PURCHASER'S DEVELOPMENT OF PROPERTY.**

**15.1 Design Guidelines.** All of Purchaser's site plan, building plans, landscaping and infrastructure improvements must be approved by Seller as being in conformity with the Greenbridge Design Guidelines ("Design Review Approval"). Purchaser shall submit a design review package within forty-five (45) days from the Effective Date which Seller, in its sole reasonable discretion, shall make a determination as to whether it is complete. If Purchaser does not submit a complete Design Review Package within the specified time period, then the Closing Date will be extended on a day for day basis, if needed, to accommodate Design Review Approval; provided that, any unreasonable failure to submit a complete Design Review Package within said

forty-five (45) day period may be subject to the Remedies set forth in Section 12.1 and 12.2 of this Agreement. Seller shall complete its full design review of Purchaser's current production models and other related improvements and shall notify Purchaser in writing of the Design Review Committee's decision within thirty (30) days from Purchaser's submittal for Design Review Approval; provided that, the Closing Date shall be extended, if necessary, to provide for at least seven (7) business days between the date of the Design Review Approval and the Closing Date. Any disapproval shall describe in reasonable detail the grounds for disapproval, and Purchaser shall use its reasonable efforts to respond to and resubmit modified plans within fifteen (15) days of notification of disapproval, unless additional time is reasonably called for; provided that, the Closing Date shall be extended, if necessary, to provide for at least seven (7) business days between the date of the Design Review Approval and the Closing Date. All construction undertaken by Purchaser shall be in conformity with the plans approved pursuant to Design Review Approval. After obtaining Design Review Approval, if Purchaser, or the purchaser under an Undeveloped Lots PSA, thereafter submits new production models to Seller for Design Review Approval, Seller shall again conduct such review based on the Greenbridge Design Guidelines, such review shall be completed within fifteen (15) days after a complete submittal, and any disapproval shall describe in reasonable detail the grounds for disapproval. Any homes, landscaping or other improvements built substantially in accordance with Purchaser's production models and permitted designs that have received Design Review Approval require no further design review or approval by Seller. In the case of design review for a Purchaser under an Undeveloped Lots PSA, Purchaser shall not permit the sale to such purchaser to close unless and until the design review has been successfully completed.

**15.2 Cost of Permits and Construction.** Purchaser shall be responsible for all costs associated with public infrastructure permits after the Effective Date including but not limited to road and stormwater, parks, trails, landscaping lighting, utility permits, and building permit applications and similar approvals for construction of its homes ("Building Permits"), including but not limited to, direct and indirect costs of planning and design, application fees, assumption or replacement of any and all bonds on all permits obtained by Seller with regard to the Property, assumption or replacement of any and all utility developer extension agreements, and payment of any other charges or assessments imposed by an agency with jurisdiction, as well as the costs of construction of any and all improvements required or authorized by such permits and approvals.

**15.3 Development of Common Property.** At or prior to Purchaser's delivery to Seller of its design review package for Design Review Approval, Purchaser shall submit to Seller a plan for approval by Seller detailing the method of design, permitting, construction, conveyance, ownership, and maintenance of proposed improvements of any common property (alleys, private access tracts, park, trail) that will be maintained or owned by the Greenbridge Association.

**15.4 Status Reports Regarding Building Permits.** At Seller's request, Purchaser shall provide Seller with a status report regarding its Building Permit applications and issuances.

**15.5 Commencement of Work on Property.** Without Seller's prior written consent, Purchaser agrees not to undertake or cause any physical disturbance of the Properties prior to Closing or to commence improvements of any kind to the Properties prior to Closing except as authorized pursuant to this Agreement.

**15.6 Damage to Seller Constructed Improvements.** Purchaser shall be responsible for repairing at its sole expense any damage and post a damage deposit in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). This cash deposit will be paid at Closing to Seller. The damage deposit shall be for the specific purpose of covering damage caused by Purchaser or Purchaser's agents or contractors, and not thereafter repaired by Purchaser, to any of Seller's constructed improvements in Greenbridge (e.g., streets, curbs, sidewalks, landscaping, drainage improvements and related infrastructure), pre-existing trees on the site which are required to be retained as part of the Greenbridge on-site landscaping, and street trees installed by Purchaser pursuant to the Greenbridge Design Guidelines. If Seller determines that Purchaser or Purchaser's agents or contractors has damaged any of Seller's constructed improvement in Greenbridge, then Seller shall notify Purchaser, in writing, of the nature and location of the damage. Purchaser shall be given a reasonable time (consistent with the nature of the damage) to repair the damage at Purchaser's cost. If Purchaser fails to repair the damage within such time, then Seller shall have the right to perform the work and charge Purchaser for the cost. The unused portion of the damage deposit will be returned to Purchaser only at the end of the completion of all construction and after written verification by Seller that all damage has been repaired satisfactorily to permitting authorities. The damage deposit may be used by Seller to offset the cost of any outstanding repairs at completion of Purchaser's construction, but the deposit will not relieve the Purchaser of responsibility to repair all damage caused by Purchaser to Seller's property.

**15.7 Haul Route.** Prior to the commencement of construction on the Property, Seller and Purchaser shall agree on a haul route plan for access to and from the Property. Such plan shall specify the route, the types and size of vehicles required to use the haul route, and may include limitations on the hours and/or days during which the haul route may be used by Purchaser and its employees, subcontractors, suppliers and other vehicles traveling to and from the Property.

**15.8 Laydown, Staging, Parking, Site Protection, and Safety Plan.** Prior to the commencement of construction on the Property, Purchaser shall submit, for approval by Seller, a construction laydown, staging, parking, site protection, and safety plan. Timely approval by Seller shall not be unreasonably withheld. Purchaser understands that there is no offsite area available within Greenbridge for laydown and staging, and that parking for workers may be restricted. Such plan shall specify at a minimum: the placement of Purchaser's job trailer, if any; storage units, if any; materials laydown locations; worker parking and circulation plan; a site protection plan that graphically shows how Purchaser will keep the site secure including fencing; a safety plan which includes coordination of safety procedures with other contractors on site through Seller's designated construction managers; and construction sequence and staging plans. The scope of the safety plan shall address all of the workers on the site, whether they are the general contractor's workers or any subcontractors' workers. Repeated incidents that are not consistent with all of the plans could result in a fine imposed upon Purchaser that may, at Seller's discretion, be satisfied from the damage deposit for the project as set forth in Section 15.6 of this Agreement.

**15.9 Stormwater and Water Quality.** Purchaser shall comply with all applicable requirements of King County and the Washington Department of Ecology regarding stormwater control, including monitoring requirements. Purchaser acknowledges that the stormwater from the Property must be routed to a regional stormwater control system constructed by Purchaser pursuant to the terms of this Agreement for the Greenbridge Division 7 Plat project ("Stormwater Control System"). Purchaser shall take all steps necessary to assure that stormwater discharges from each

Lot during Purchaser's ownership of such Lot to the Stormwater Control System are sufficiently free of sediments and contamination to meet applicable regulatory standards of both King County and the Department of Ecology. Purchaser specifically agrees to indemnify, defend and hold Seller harmless against all lawsuits, civil enforcement actions, and any other claims, damages, fines, assessments or orders, including attorneys' fees, costs, expert witness fees and costs and any other expense resulting from the discharge of stormwater on or from each Lot during Purchaser's ownership of such Lot in violation of applicable regulatory standards of King County and the Department of Ecology. Notwithstanding the foregoing, Purchaser shall have no liability or indemnity obligation under this Section 15.9 to the extent that Purchaser's violation of applicable regulatory standards of King County and the Department of Ecology is attributable to flaws or defects in the Stormwater Control System or to the failure to properly maintain the Stormwater Control System in compliance with all applicable industry and regulatory standards.

**15.10 Site Fencing.** Purchaser may maintain or replace the perimeter of the Property during construction of the infrastructure improvements. Active construction areas during vertical construction may be fenced by Purchaser. All fencing shall be provided by Purchaser at Purchaser's sole cost and subject to the Seller approval of plans in §15.8.

**15.11 Insurance.** Prior to the commencement of construction on the Property and continuing through the date of final completion of all housing units on the Property, Purchaser shall maintain commercial general liability insurance, automobile liability, and Workers Compensation insurance against claims for bodily injury, personal injury, or property damage in amounts as follows:

- ii) General Liability. Commercial general liability insurance against claims for bodily injury including death, personal injury, or property damage occurring or arising from Purchaser's activities in undertaking this Agreement, with a policy limits of no less than \$1,000,000 per occurrence / \$2,000,000 aggregate, including, without limitation, contractual liability covering Purchaser's indemnity obligations to Seller under this Agreement.
- iii) Automobile. Automobile liability insurance with policy limits no less than \$1,000,000 per occurrence / \$2,000,000 aggregate, combined single limit, whether vehicles are owned, non-owned, hired, borrowed, rented or leased.
- iv) Workers' Compensation. Worker's compensation, disability benefit and similar employee benefit or industrial insurance in the amounts required by applicable laws. The employer's liability or stop-gap liability shall provide coverage of at least \$1,000,000 per accident or policy limit for bodily injury, accident or disease.
- v) Additional Requirements. Seller shall be named as an additional insured on a primary and non-contributory basis under all policies of liability insurance required by this Agreement. Purchaser shall provide proof of all required insurance to Seller prior to the commencement of construction on the Property by submitting appropriate Certificates of Insurance and Additional Insured



endorsements. Submission shall be made to allow reasonable time to remedy any deficiencies prior to commencement of construction.

No insurance policy initially acceptable to Seller shall be subsequently changed as to diminish coverage, reduce limits, or otherwise modify the nature of coverage without prior written approval from Seller.

**15.12 Owner Occupancy Requirements.** In any Finished Lot Sale by Purchaser, the purchase and sale agreement with any party shall include a stand-alone Addendum substantially in conformity with Exhibit D to this Agreement (the Owner-Occupancy Requirements). In the sale of any undeveloped Lot by Purchaser, the purchase and sale agreement shall include a requirement that the purchaser of such undeveloped Lot shall include a provision substantially in conformity with Exhibit D, as to any Finished Lot Sale that it will subsequently be involved in. The term "Finished Lot Sale" shall mean a sales transaction involving a completed or substantially completed single-family house.

**15.13 Home Buyer Requirement.** Purchaser agrees to sell no more than one home to any buyer unless otherwise approved by KCHA.

**16.0 GREENBRIDGE COMMUNITY ASSOCIATION.** Purchaser understands that there is a community association for Greenbridge, and the housing units developed on the Property are obligated to join and pay assessments to the Greenbridge Association. A Declaration of Conditions, Covenants and Restrictions for Greenbridge contain a number of requirements and rules applicable to the Property, including but not limited to the obligation to pay assessments. Monthly General Assessments shall commence when vertical construction commences on each finished lot. General Assessment amounts for homes are approximately Seventy Five Dollars (\$75.00) per month per home. Any assessments are subject to Greenbridge Association (GBA) annual budget processes and adjustments. Each common space such as a park or trail section, if any, will also go through an acceptance inspection and punch list process with the GBA prior to the start of maintenance. In addition, some homes within the Property, as identified by or will be identified in a certain supplemental CC&Rs concerning the Property, may be assessed for maintenance of yard areas, as well as certain limited common areas that serve some, but not all, of the homes in Greenbridge Division 8, such as private access tracts.

**17.0 PURCHASER'S PROPOSAL AND MARKETING:**

**17.1 Model Housing Units.** Purchaser may construct model housing unit(s) on the Property. Seller and Purchaser shall agree, in writing, on the number and location of the model housing unit(s) prior to the commencement of vertical construction on the Property.

**17.2 Marketing Materials.** In addition to the Seller's Marketing Plan, Purchaser shall undertake its own marketing and advertising for the Properties. This may include construction of its own model residence, employment of realtors or other sales agents and development of written materials. Prior to Purchaser's production, publication or distribution, Purchaser shall deliver all of its individual marketing materials to Seller for review, to assure consistency with the Seller's Marketing Plan. All marketing materials shall indicate that the housing units being sold are part of the larger Greenbridge community.

**17.3 Signage.** There is an overall signage plan for the Greenbridge community managed by Seller. Purchaser shall not be entitled to construct any permanent signage (i.e., no monument sign or similar “neighborhood identification” sign for the Property or any portion thereof), without the approval of Seller in conjunction with design review pursuant to Section 15.1. Any temporary signage shall be reviewed and approved in advance of installation by Seller. Any marketing name for the housing units in the Property shall be in the form of “\_\_\_\_\_ at Greenbridge” and must be approved in advance in writing by Seller.

\*\*\*Signature page follows immediately\*\*\*

**SELLER:**

KING COUNTY HOUSING AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A  
TO  
REAL ESTATE PURCHASE AND SALE AGREEMENT  
(GREENBRIDGE DIVISION 8)**

**LEGAL DESCRIPTION OF PROPERTY**

LOTS 13 THROUGH 17, INCLUSIVE, PARCELS Z-203, Z-204, Z-205, Z-206, Z-207, Z-208 Z-209, Z-210, Z-211, Z-212, Z-213, Z-214, Z-215 AND Z-216, AND TRACT P-209, ALL IN GREENBRIDGE DIVISION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 250 OF PLATS, PAGES 1 THROUGH 10, INCLUSIVE, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**EXHIBIT B  
TO  
REAL ESTATE PURCHASE AND SALE AGREEMENT  
(GREENBRIDGE DIVISION 8)**

**BILL OF SALE AND GENERAL ASSIGNMENT**

THIS BILL OF SALE AND GENERAL ASSIGNMENT (“Bill of Sale”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by KING COUNTY HOUSING AUTHORITY, a Washington municipal corporation (“Assignor”), for the benefit of \_\_\_\_\_ and its successors and assigns (“Assignee”).

As part of the closing of the Real Property commonly known as Greenbridge Division 8 and more particularly described on Exhibit 1 attached hereto (“Real Property”) pursuant to that certain Real Estate Purchase and Sale Agreement between Assignor and Assignee with an effective date of \_\_\_\_\_, 20\_\_, as amended from time to time (“Purchase Agreement”), Assignor hereby sells, assigns, conveys and transfers to Assignee any and all right, title and interest of Assignor in and to the following:

1. All existing licenses, permits, approvals and entitlements for development issued or granted by governmental or quasi-governmental bodies or entities having jurisdiction or authority over the Real Property and pending applications therefor related to the development, design and/or construction of the Real Property (collectively, “Governmental Approvals”);
2. All warranties, correction rights and guarantees, expressed or implied, written or oral, relating to or arising out of any agreements or contracts related to the development, design and/or construction of the Real Property (collectively, “Warranties”); and
3. All plans and specifications, surveys, environmental studies, soils reports, instruction manuals and procedure manuals, and any other documents, work product or intellectual property related to the development, design and/or construction of the Real Property (collectively, the “Development Materials”).

The Governmental Approvals, Warranties, and Development Materials are sometimes collectively referred to as the “Assigned Property.”

Assignor represents and warrants that any and all amounts that were due and payable to third parties with respect to the Assigned Property through the date of this Bill of Sale (“Pre-Closing Payment Obligations”) have been paid in full and Assignor shall indemnify, defend and hold

Assignee harmless from any and all claims, liabilities, costs and expenses (including attorney's fees and the cost to bond around lien claims) arising out of or related to Pre-Closing Payment Obligations.

At the request of Assignee, Assignor agrees to execute, acknowledge and deliver such additional documents and instruments and to take such further actions as may be reasonably necessary or appropriate to effect the assignment of the Assigned Property to Assignee contemplated by this Bill of Sale

EXECUTED AS OF THE DATE FIRST ABOVE WRITTEN.

ASSIGNOR:

KING COUNTY HOUSING AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT 1  
TO  
BILL OF SALE AND GENERAL ASSIGNMENT

LEGAL DESCRIPTION OF REAL PROPERTY

LOTS 13 THROUGH 17, INCLUSIVE, PARCELS Z-203, Z-204, Z-205, Z-206, Z-207, Z-208 Z-209, Z-210, Z-211, Z-212, Z-213, Z-214, Z-215 AND Z-216, AND TRACT P-209, ALL IN GREENBRIDGE DIVISION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 250 OF PLATS, PAGES 1 THROUGH 10, INCLUSIVE, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**EXHIBIT C  
TO  
REAL ESTATE PURCHASE AND SALE AGREEMENT  
(GREENBRIDGE DIVISION 8)**

**ADDENDUM REGARDING OWNER-OCCUPANCY REQUIREMENTS  
PROVISIONS**

\_\_\_\_\_ (“Seller”) agrees to include the following terms as a binding addendum to any purchase and sale agreement concerning a buyer of any Lot located within the Property, as between Seller and its buyer. Not later than thirty (30) days following the sale of a Lot, Seller shall provide a copy of each executed Addendum to King County Housing Authority (“KCHA”), along with the name of the Buyer(s), the date of Closing, and the Lot that was sold. For purposes of the owner-occupancy requirements set forth below, Seller shall be considered to have assigned to KCHA the right to enforce the terms and receive the damages.

The terms of the addendum shall be substantially in conformity to the following:

**OWNER-OCCUPANCY REQUIREMENTS**

One important feature of the Greenbridge Community is that the homes being constructed and sold are designed to function as a true community of permanent residents with a long-term interest in their property and their neighborhood. The King County Housing Authority and \_\_\_\_\_ believe that selling homes only to buyers who intend to occupy them as their principal residences is an essential part of creating this kind of community. Sale of homes to persons who are instead buying for the purpose of resale or leasing out the home would not advance this goal.

You acknowledge this goal of owner-occupancy. In addition, you represent and warrant, and agree that you will own and occupy the Home as your principal residence for at least 18 months after Closing. You acknowledge that, if you do not do so, the Greenbridge Community will suffer adverse impacts and that the King County Housing Authority’s goal of generating a community with permanent owners who are interested in being long-term residents will be harmed. You agree that the harm to the Community and to the King County Housing Authority would be difficult to quantify, and so you have agreed to pay damages to the King County Housing Authority if you violate this promise. The amount of agreed damages is \$10,000. You agree that this estimate of damages is reasonable in light of the difficulty of calculating actual damages.

You are entitled to request a waiver of the damages for reselling or leasing your home within eighteen months of your purchase of the home. Requests for waivers must be submitted in writing to the King County Housing Authority and supported by adequate documentation of a genuine hardship that prevents you from occupying the home for a minimum of eighteen months after closing.



**Seller:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Buyer:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT D**

**PURCHASE AND SALE AGREEMENT  
MEMORANDUM OF PURCHASE AGREEMENT AND REPURCHASE OPTION**

**Return** KING COUNTY HOUSING AUTHORITY  
**Address:** Attn: John Eliason  
 600 Andover Park West  
 Tukwila, WA 98188-3326

**AUDITOR/RECORDER'S INDEXING FORM**

<b>Document Title(s):</b>	MEMORANDUM OF PURCHASE AGREEMENT AND REPURCHASE OPTION	
<b>Grantor(s):</b>		
<b>Grantee(s):</b>	KING COUNTY HOUSING AUTHORITY	
<b>Legal Description:</b> (abbreviated)	PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4, SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON	
<input checked="" type="checkbox"/> Additional legal is on pages		of document.
<b>Assessor's Property Tax Parcel/Account Number:</b>		

**MEMORANDUM OF PURCHASE AGREEMENT AND REPURCHASE OPTION**

Notice is hereby given that a PURCHASE AND SALE AGREEMENT and an AGREEMENT REGARDING REPURCHASE has been entered into as part of a Real Estate Purchase and Sale Agreement dated \_\_\_\_\_, 20\_\_, between \_\_\_\_\_, and the King County Housing Authority, a Washington municipal corporation (the "Agreement").

The terms and conditions of said Agreement, including any amendments thereto, are binding upon the heirs, successors, and assigns of \_\_\_\_\_, and the King County Housing Authority. Furthermore, any party acquiring an interest in the subject property, as legally described in Exhibit 1, shall take title to all of the terms and conditions of said Agreement unless and until such time as the Agreement is released in writing by the King County Housing Authority. Notwithstanding the foregoing, this Memorandum of Purchase Agreement and Repurchase Option Notice shall automatically terminate and be released with respect to each unit upon the closing of the sale by Purchaser of such unit to a residential homebuyer. Further, upon the request of Purchaser at or upon the closing of any such sale, the King County Housing

Authority shall execute all documents which may be required by the title company providing title insurance for such sale, to extinguish this Memorandum Notice of record with respect to such unit.

\_\_\_\_\_

a Washington Limited Liability Company

By: \_\_\_\_\_

[Print Name] \_\_\_\_\_

Its: \_\_\_\_\_

KING COUNTY HOUSING AUTHORITY,  
a Washington Municipal Corporation

By: \_\_\_\_\_

[Print Name] \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, that he is the \_\_\_\_\_ of \_\_\_\_\_ a Washington limited liability company, that he acknowledged that he was authorized to execute this instrument on behalf of \_\_\_\_\_, and that he signed this instrument and acknowledged it as the free and voluntary act of such corporation for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_.

Notary Seal
-------------

\_\_\_\_\_  
(Print Name)  
Notary Public  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, that he/she is the \_\_\_\_\_ of the KING COUNTY HOUSING AUTHORITY, a Washington municipal corporation, that he/she acknowledged that he/she was authorized to execute this instrument on behalf of the KING COUNTY HOUSING AUTHORITY, and that he/she signed this instrument and acknowledged it as the free and voluntary act of such municipal corporation for the uses and purposes mentioned in this instrument.

DATED: \_\_\_\_\_.

Notary Seal
-------------

\_\_\_\_\_  
(Print Name)  
Notary Public  
Residing at \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

EXHIBIT 1

LEGAL DESCRIPTION OF REAL PROPERTY

LOTS 13 THROUGH 17, INCLUSIVE, PARCELS Z-203, Z-204, Z-205, Z-206, Z-207, Z-208  
Z-209, Z-210, Z-211, Z-212,  
Z-213, Z-214, Z-215 AND Z-216, AND TRACT P-209, ALL IN GREENBRIDGE DIVISION 2,  
ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 250 OF PLATS, PAGES  
1 THROUGH 10, INCLUSIVE, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**EXHIBIT E**  
**(GREENBRIDGE DIVISION 8 PLAT)**

Exhibit E

EXHIBIT E

**GREENBRIDGE DIVISION 8**

PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4,  
SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON

VOL./PAGE

**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, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN THEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED THEREON, INCLUDING BUT NOT LIMITED TO PARKS, OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC, IN WHICH CASE WE DO HEREBY DEDICATE SUCH STREETS, EASEMENTS, OR TRACTS TO THE PERSON OR ENTITY IDENTIFIED AND FOR THE PURPOSE STATED.

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 KING COUNTY, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY KING COUNTY.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD KING COUNTY, 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 ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING KING COUNTY, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF KING COUNTY, ITS SUCCESSORS, OR ASSIGNS.

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:

OWNER

BY: .....  
TITLE: .....

OWNER

BY: .....  
TITLE: .....

**ACKNOWLEDGMENTS**

STATE OF WASHINGTON

COUNTY OF .....

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT ..... SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE ..... OF ..... TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: .....

SIGNATURE OF NOTARY PUBLIC: .....

PRINTED NAME OF NOTARY PUBLIC: .....

STATE OF WASHINGTON

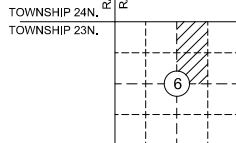
COUNTY OF .....

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT ..... SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE ..... OF ..... TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: .....

SIGNATURE OF NOTARY PUBLIC: .....

PRINTED NAME OF NOTARY PUBLIC: .....



**APPROVALS**

**DEPARTMENT OF LOCAL SERVICES, PERMITTING DIVISION**

EXAMINED AND APPROVED THIS ..... DAY OF ..... 2020

.....  
DEVELOPMENT ENGINEER

EXAMINED AND APPROVED THIS ..... DAY OF ..... 2020

.....  
DIRECTOR, PERMITTING DIVISION

**KING COUNTY DEPARTMENT OF ASSESSMENTS**

EXAMINED AND APPROVED THIS ..... DAY OF ..... 2020

..... KING COUNTY ASSESSOR  
..... DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBERS: .....

**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 PAID IN FULL.

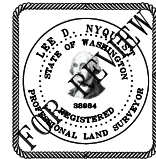
THIS ..... DAY OF ..... 2020

.....  
MANAGER, FINANCE DIVISION

.....  
DEPUTY

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS PLAT OF GREENBRIDGE DIVISION 8 IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 06, TOWNSHIP 23 NORTH, RANGE 04 EAST, WILLAMETTE MERIDIAN, THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY THEREON; THAT THE MONUMENTS WILL BE SET AND THE LOTS AND TRACTS WILL BE STAKED CORRECTLY ON THE GROUND AS CONSTRUCTION IS COMPLETED; AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE PLATTING REGULATIONS.



LEE D. NYQUIST, PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 38984

DATE

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS ..... DAY OF ..... 20..... AT ..... M IN BOOK .....

OF ..... AT PAGE ..... AT THE REQUEST OF HUGH G. GOLDSMITH &

ASSOCIATES, INC.

.....  
COUNTY AUDITOR

**GOLDSMITH**  
LAND DEVELOPMENT SERVICES  
1215 114th Ave SE, Bellevue, WA 98004 | PO Box 3665, Bellevue, WA 98007  
T 425-462-1800 F 425-462-7719 www.goldsmitthighway.com

SHEET 1 OF 16

VOL./PAGE

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ACTIVITY NO. FNRW 19-0005  
PROJECT NO. L03P0022

# GREENBRIDGE DIVISION 8

PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4,  
SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON

VOL./PAGE

## SURVEY PROCEDURE AND PRECISION

- HORIZONTAL DATUM: NAD 83/91 WASHINGTON STATE PLANE COORDINATES NORTH ZONE PER AMENDED RECORD OF SURVEY BY BUSH ROED AND HITCHINGS, INC. AS RECORDED IN VOLUME 168 OF SURVEYS, PAGE 157-165, RECORDS OF KING COUNTY, WASHINGTON AND AS NOTED ON THE FACE OF THE PLAT OF GREENBRIDGE MASTER PLAT AS RECORDED IN VOLUME 231 OF PLATS, PAGES 6 THROUGH 22, RECORDS OF KING COUNTY, WASHINGTON, AND AMENDED BY AFFIDAVITS OF CORRECTION OF PLAT RECORDED UNDER RECORDING NUMBERS 20070125002400 AND 20080709000956.
- BASIS OF POSITION: HELD MONUMENTED INTERSECTION OF 6TH AVENUE SW AND SW 100TH ST - FOUND 4" SQUARE CONCRETE MONUMENT WITH BRASS DISK AND PUNCH IN CASE (N 191,018.191, E 1,267,538.156 GROUND).
- BASIS OF BEARINGS: HELD THE BEARING BETWEEN THE ABOVE NOTED BASIS OF POSITION AND MONUMENTED CENTERLINE OF SW 100TH ST., 30.0 FEET WEST OF THE CENTERLINE OF 4TH AVE, SW - FOUND 4" SQUARE CONCRETE MONUMENT WITH PUNCHED BRASS DISK IN CASE (N 191,069.828, E 1,268,150,103 GROUND) TO BE N 85°10'36" E BY DIRECT INVERSE.
- SAID BASIS OF POSITION AND BASIS OF BEARINGS ARE SHOWN ON THE PLAT OF GREENBRIDGE DIVISION 2, AS RECORDED IN VOLUME 250 OF PLATS, PAGES 1 THROUGH 10, INCLUSIVE, RECORDS OF KING COUNTY, WASHINGTON.
- DISTANCES SHOWN HEREON ARE GROUND DISTANCES UNLESS NOTED OTHERWISE. THE COMBINATION FACTOR USED FOR THIS SITE IS 0.9999767712, WHERE GRID DISTANCE DIVIDED BY COMBINATION FACTOR EQUALS GROUND DISTANCE.  
  
THE POINT OF ORIGIN USED TO SCALE FROM GRID TO GROUND IS THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 23N, RANGE 4E, W.M. (ALSO KNOWN AS KING COUNTY CONTROL POINT 3413) AS REFERENCED ON SAID PLAT OF GREENBRIDGE DIVISION 2.
- MONUMENTATION NOTED AS FOUND WAS FIELD VISITED ON OCTOBER 16, 2008 AND OCTOBER 12 THROUGH 23, 2015.
- TRAVERSING AND DATA COLLECTION WERE PERFORMED USING ONE OR MORE OF THE FOLLOWING INSTRUMENTS: A 3-SECOND GT-503 TOPCON TOTAL STATION, A 3-SECOND PS-103A TOPCON TOTAL STATION, A 5-SECOND GPT-3005W TOPCON TOTAL STATION.  
  
ADDITIONAL FIELD WORK WAS PERFORMED USING TOPCON HIPER HR AND/OR HEMISPHERE S321 GNSS POSITIONING SYSTEMS, THE WASHINGTON STATE REFERENCE NETWORK, AND/OR THE NATIONAL GEODETIC SURVEY'S ONLINE POSITIONING USER SERVICE (OPUS).  
  
ALL FIELD WORK WAS PERFORMED, AND EQUIPMENT MAINTAINED, IN COMPLIANCE WITH WAC 332-130.

4. THIS ITEM INTENTIONALLY DELETED.

- COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON GREENBRIDGE MASTER PLAT:

RECORDING NO.: 20051108000259

NOTE: SAID PLAT HAS BEEN MODIFIED BY PARTIAL RELEASES OF FINAL PLAT CONDITION RECORDED UNDER RECORDING NOS. 20060725000742 AND 20080617001168, AND BY AFFIDAVITS OF CORRECTION RECORDED UNDER RECORDING NOS. 20070125002400, 20080709000956 AND 20110628000711.

A DECLARATION OF COMPLIANCE WITH PLAT CONDITIONS WAS RECORDED UNDER RECORDING NO. 20100419001792.

- COVENANTS, CONDITIONS AND RESTRICTIONS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT.

RECORDING DATE: NOVEMBER 16, 2005  
RECORDING NO.: 20051116000396

NOTE: SAID RESTRICTIONS HAVE BEEN MODIFIED BY PARTIAL RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS RECORDED UNDER RECORDING NO. 20090304000852.

- COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY, GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT.

RECORDING DATE: NOVEMBER 30, 2007  
RECORDING NO.: 20071130001602

NOTE: SAID INSTRUMENT AMENDS AND REPLACES INSTRUMENT RECORDED UNDER RECORDING NO. 20051108000261.

- COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON THE PLAT OF GREENBRIDGE DIVISION 2:

RECORDING NO.: 20081125000124

NOTE: SAID PLAT HAS BEEN MODIFIED BY AFFIDAVITS OF CORRECTION RECORDED UNDER RECORDING NOS. 20090630000227 AND 20101008900003.

A DECLARATION OF COMPLIANCE WITH PLAT CONDITIONS WAS RECORDED UNDER RECORDING NO. 20100419001793.

EXCEPTIONS 9 THROUGH 27, 31, 32 AND 34 RELATE TO TAX ISSUES AND ARE NOT LISTED HEREON.

EXCEPTIONS 28 THROUGH 30 AND 33 HAVE BEEN INTENTIONALLY DELETED.

EXCEPTION 35 RELATES TO TITLE COMMITMENT CONDITIONS AND IS NOT LISTED HEREON.

- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: PUGET SOUND ENERGY, INC.  
PURPOSE: UTILITY SYSTEMS  
RECORDING DATE: APRIL 3, 2020  
RECORDING NO.: 20200403000472  
AFFECTS: AS DESCRIBED THEREIN OVER PARCELS Z-203 THROUGH Z-216

## LEGAL DESCRIPTION

LOTS 13 THROUGH 17, INCLUSIVE, PARCELS Z-203, Z-204, Z-205, Z-206, Z-207, Z-208 Z-209, Z-210, Z-211, Z-212, Z-213, Z-214, Z-215 AND Z-216, TRACTS P-209 AND P-210, ALL IN GREENBRIDGE DIVISION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 250 OF PLATS, PAGES 1 THROUGH 10, INCLUSIVE, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

## RECORD MATTERS

ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN CHICAGO TITLE INSURANCE COMPANY, GUARANTEE/CERTIFICATE NO. 0126588-06, DATED MAY 26, 2020, AND SUPPLEMENTAL COMMITMENTS THERETO DATED PRIOR TO THE RECORDING OF THIS PLAT. IN PREPARING THIS MAP, HUGH G. GOLDSMITH AND ASSOCIATES, INC., CONDUCTED NO INDEPENDENT TITLE SEARCH, NOT IS HUGH G. GOLDSMITH AND ASSOCIATES, INC., AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSE BY THE REFERENCED GUARANTEE. HUGH G. GOLDSMITH AND ASSOCIATES, INC., HAS RELIED WHOLLY ON CHICAGO TITLE INSURANCE COMPANY'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE HUGH G. GOLDSMITH AND ASSOCIATES, INC., QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

### SPECIAL EXCEPTIONS

- RESERVATIONS AND EXCEPTIONS IN UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.

- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: CITY OF SEATTLE, A MUNICIPAL CORPORATION  
PURPOSE: ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AND APURTENANCES  
RECORDING DATE: APRIL 12, 1971  
RECORDING NO.: 7104120360  
AFFECTS: PORTION OF PARCEL Z-210

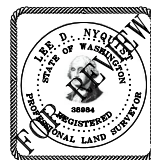
NOTE: SAID EASEMENT IS ALSO DELINEATED ON THE FACE OF THE PLAT.

- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:

GRANTED TO: KING COUNTY WATER DISTRICT NO. 45, A MUNICIPAL CORPORATION  
PURPOSE: WATER LINES  
RECORDING DATE: APRIL 6, 2009  
RECORDING NO.: 20090406000732  
AFFECTS: PORTIONS OF PARCELS Z-215 AND Z-216 AS DESCRIBED AND DELINEATED THEREIN

Erica Meier 2020-07-06-09 AM  
KING COUNTY SURVEY (PLAT) 101055217.mxd, Page 14 of 15053701-2.dwg

ACTIVITY NO. FNRW 19-0005  
PROJECT NO. L03P0022



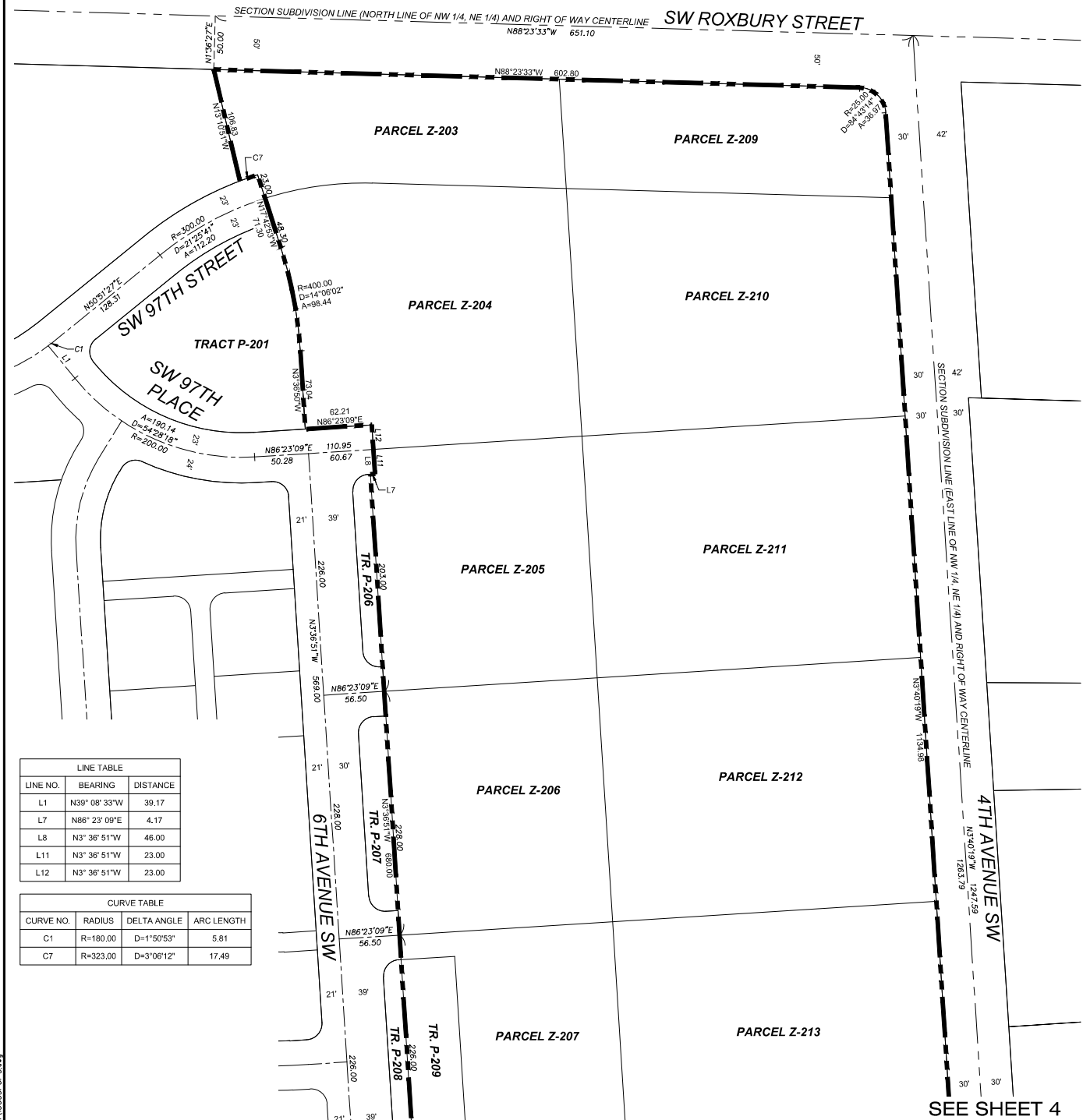
**GOLDSMITH**  
LAND DEVELOPMENT SERVICES  
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# GREENBRIDGE DIVISION 8

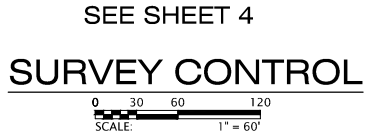
PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4,  
SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON

VOL./PAGE



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N39° 08' 33"W	39.17
L7	N86° 23' 09"E	4.17
L8	N3° 36' 51"W	46.00
L11	N3° 36' 51"W	23.00
L12	N3° 36' 51"W	23.00

CURVE TABLE			
CURVE NO.	RADIUS	DELTA ANGLE	ARC LENGTH
C1	R=180.00	D=1°50'53"	5.61
C7	R=323.00	D=3°06'12"	17.49



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VOL./PAGE

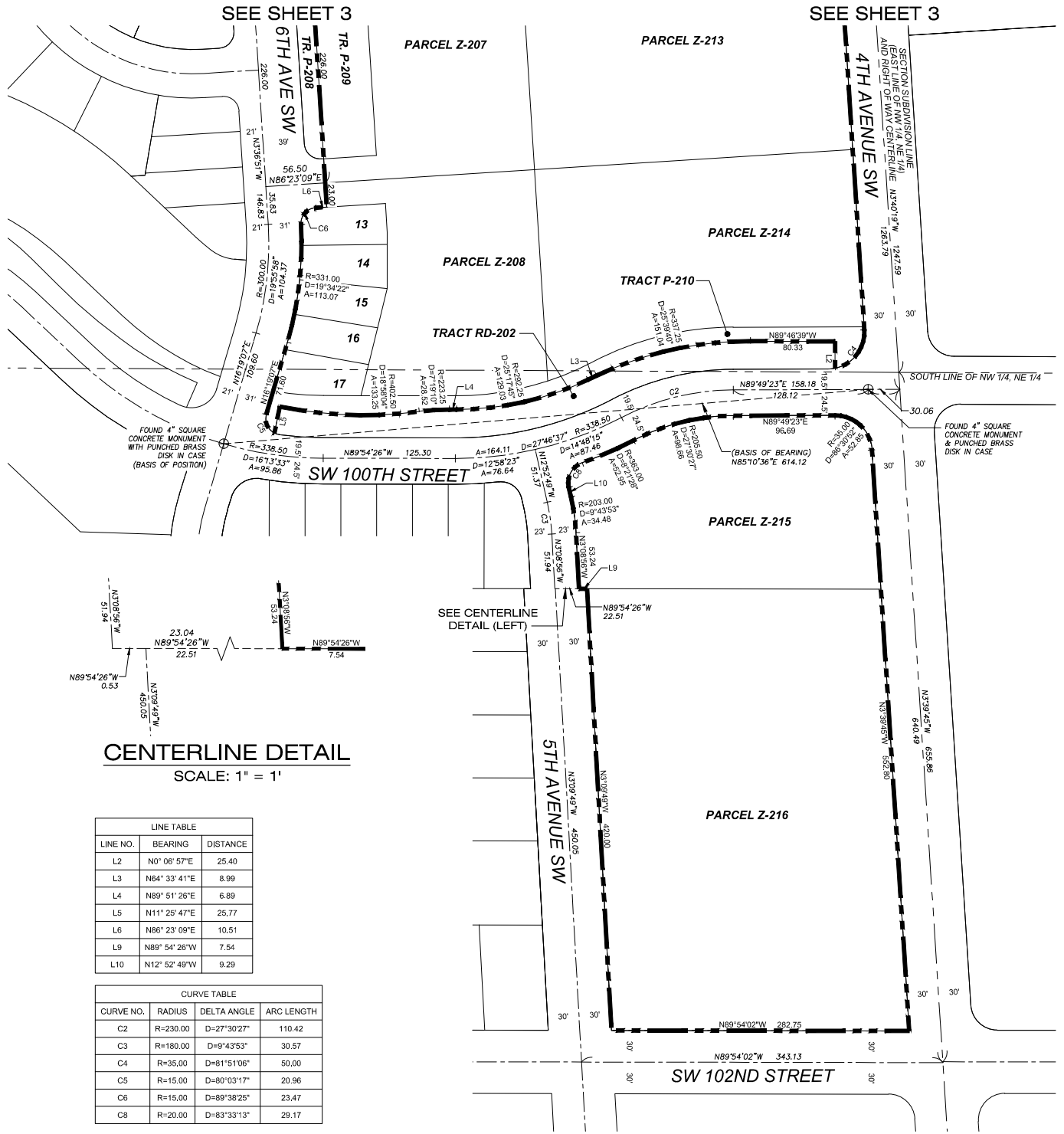
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# GREENBRIDGE DIVISION 8

PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4,  
SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON

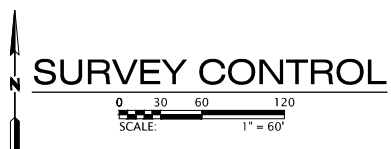
VOL./PAGE



**CENTERLINE DETAIL**  
SCALE: 1" = 1'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L2	N0° 06' 57"E	25.40
L3	N64° 33' 41"E	8.99
L4	N89° 51' 26"E	6.89
L5	N11° 25' 47"E	25.77
L6	N86° 23' 09"E	10.51
L9	N89° 54' 26"W	7.54
L10	N12° 52' 49"W	9.29

CURVE TABLE			
CURVE NO.	RADIUS	DELTA ANGLE	ARC LENGTH
C2	R=230.00	D=27°30'27"	110.42
C3	R=180.00	D=9°43'53"	30.57
C4	R=35.00	D=81°51'06"	50.00
C5	R=15.00	D=80°03'17"	20.96
C6	R=15.00	D=89°38'26"	23.47
C8	R=20.00	D=83°33'13"	29.17



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VOL./PAGE

Eric D. Nyquist, License No. 38884, State of Washington, Registered Professional Land Surveyor

# GREENBRIDGE DIVISION 8

PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4,  
SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON

VOL./PAGE

## GENERAL NOTES

### 1.0 GENERAL RESTRICTIONS

- 1.1 ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT STORM DRAIN OUTLET AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS STRV17-0006 ON FILE WITH KING COUNTY DEPARTMENT LAND SERVICES, PERMITTING DIVISION AND/OR THE KING COUNTY DEPARTMENT OF TRANSPORTATION. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO THE FINAL BUILDING INSPECTION APPROVAL. FOR THOSE LOTS THAT ARE DESIGNATED FOR INDIVIDUAL LOT INFILTRATION SYSTEMS, THE SYSTEMS SHALL BE CONSTRUCTED AT THE TIME OF THE BUILDING PERMIT AND SHALL COMPLY WITH PLANS ON FILE. ALL INDIVIDUAL LOT INFILTRATION SYSTEMS SHALL BE PRIVATELY OWNED AND MAINTAINED BY THE LOT OWNER(S).
- 1.2 THE ROAD AND STORM DRAINAGE SYSTEMS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLAN AND PROFILE, PERMIT NO. STRV17-0006, P-4477 ON FILE WITH KING COUNTY DEPARTMENT OF LAND SERVICES, PERMITTING DIVISION. ANY DEVIATION FROM THE APPROVED PLANS WILL REQUIRE WRITTEN APPROVAL FROM THE PROPER AGENCY, CURRENTLY DEPARTMENT OF LAND SERVICES, PERMITTING DIVISION.
- 1.3 ALL STREET TREES WITHIN THIS PLAT SHALL BE OWNED AND MAINTAINED BY THE GREENBRIDGE ASSOCIATION UNLESS AND UNTIL KING COUNTY, OR ITS SUCCESSOR AGENCY HAS ADOPTED A MAINTENANCE PROGRAM.
- 1.4 SCHOOL IMPACT FEES: NO SCHOOL IMPACT FEES WILL BE IMPOSED ON ANY BUILDING PERMIT PER THE AGREEMENT BETWEEN THE HIGHLINE SCHOOL DISTRICT AND KING COUNTY HOUSING AUTHORITY.
- 1.5 THIS PLAT IS SUBJECT TO KING COUNTY CODE 14.75, KING COUNTY ROAD MITIGATION PAYMENT SYSTEM (MPS). THE MPS FEE PLUS THE MPS ADMINISTRATION FEE SHALL BE PAID AT THE TIME OF BUILDING PERMIT APPLICATION AT THE RATE IN EFFECT AT THAT TIME.
- 1.6 VEHICULAR ACCESS RESTRICTIONS:
  - 1.6.1 THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 9 THROUGH 26 NOR LOTS 84 THROUGH 91 TO 4TH AVE. SW.
  - 1.6.2 THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 1 THROUGH 8 TO SW ROXBURY STREET.
  - 1.6.3 THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 103 THROUGH 107 TO 6TH AVENUE SW.
  - 1.6.4 THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 81 THROUGH 83 TO SW 100TH STREET.
  - 1.6.5 THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 92 THROUGH 94 TO SW 102ND STREET.
- 1.7 DEVELOPMENT ON SINGLE FAMILY LOTS WILL BE RESTRICTED TO 85% MAXIMUM IMPERVIOUS SURFACE COVERAGE, CONSISTENT WITH THE R-18 ZONE.
- 1.8 A "TRACT" PURSUANT TO KCC 19A.04.330 IS LAND RESERVED FOR SPECIFIC USES, INCLUDING BUT NOT LIMITED TO: RESERVE TRACTS, RECREATION, OPEN SPACE, CRITICAL AREA, SURFACE WATER RETENTION, UTILITIES, OR ACCESS. TRACTS ARE NOT CONSIDERED LOTS NOR CONSIDERED AS RESIDENTIAL DWELLING BUILDING SITES.
- 1.9 THE HOUSE ADDRESSING SYSTEM FOR THIS PLAT SHALL BE AS FOLLOWS: ADDRESSES SHALL BE ASSIGNED FOR THE NORTH-SOUTH PORTION OF THE ROADWAY WITHIN THE RANGE OF 9600 TO 10099 AND WITHIN THE EAST-WEST PORTION OF THE ROADWAY WITH THE RANGE OF 401 TO 599. INDIVIDUAL ADDRESSES WILL BE ASSIGNED TO THE PRINCIPAL ENTRANCE OF EACH RESIDENCE OR BUILDING IN ACCORDANCE WITH KCC 16.08.
- 1.10 FIRE SPRINKLERS: FIRE SPRINKLERS ARE NOT REQUIRED IN THE RESIDENTIAL STRUCTURES OF THIS PLAT DUE TO ROAD SECTION WIDTHS. FIRE SPRINKLERS MAY BE REQUIRED DUE TO OTHER PROVISIONS OF THE KING COUNTY FIRE CODE OR BUILDING CODES.
- 1.11 THE GREENBRIDGE ASSOCIATION SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION TO MAINTAIN LANDSCAPING WITHIN THE PUBLIC RIGHT OF WAY AND ADJACENT TO THE PLAT.
- 1.12 PLANTER ISLANDS, SIDEWALK FURNITURE, ART, IRRIGATION SYSTEMS, BIKE RACKS, TRASH RECEPTACLES AND BUILDING CANOPIES WITHIN THE ROAD RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE GREENBRIDGE ASSOCIATION.
- 1.13 FREESTANDING AIR CONDITIONERS AND HEAT PUMPS MAY PROJECT INTO OR BE LOCATED WITHIN A SETBACK ABUTTING A RESIDENTIAL PROPERTY. THE OWNERS OF LOTS 1 - 107, AND THEIR SUCCESSORS AND ASSIGNS, SHALL EACH BE DEEMED TO HAVE GIVEN THEIR IRREVOCABLE CONSENT TO LOCATE SUCH EQUIPMENT CLOSER THAN FIVE (5) FEET OF ANY ABUTTING RESIDENTIAL PROPERTY THEY MAY OWN WITHIN THIS PLAT, SUBJECT TO THE FOLLOWING CONDITIONS: (1) WRITTEN APPROVAL IS GRANTED BY THE GREENBRIDGE ASSOCIATION'S INITIAL CONSTRUCTION CONTROL COMMITTEE OR ITS DESIGN REVIEW COMMITTEE; AND (2) APPROVAL IS GRANTED BY KING COUNTY'S DEPARTMENT OF LOCAL SERVICES, OR ANY SUCCESSOR AGENCY WITH JURISDICTION. THE TERMS AND CONDITIONS OF THIS NOTE SHALL BE CONSIDERED A COVENANT THAT RUNS WITH THE LAND.

### 2.0 CRITICAL AREA RESTRICTIONS

- 2.1 THERE ARE NO CRITICAL AREA TRACTS CREATED AS A PART OF THIS PLAT.

### 3.0 APPROVAL CONDITIONS AND RESTRICTIONS

THE FOLLOWING SITE-SPECIFIC CONDITIONS AND RESTRICTIONS ARE CONTAINED IN THE JULY 16, 2004 KING COUNTY HEARING EXAMINER'S REPORT AND DECISION (DDES FILE NO. L03P0022 AND L03VA006), AND THE APRIL 11, 2011 KING COUNTY DDES REPORT AND DECISION (DDES FILE NO. L10S0013 AND L10VA001).

- 3.1 ALL SINGLE FAMILY RESIDENTIAL DEVELOPMENT SHALL CONFORM TO THE SITE DEVELOPMENT STANDARDS DESCRIBED IN CONDITION 2, OF THE JULY 16, 2004 HEARING EXAMINER'S REPORT AND DECISION (DDES FILE NO. L03P0022 AND L03VA006) AS SUCH STANDARDS MAY BE MODIFIED PURSUANT TO CONDITIONS 4 THROUGH 7 OF THE HEARING EXAMINER'S REPORT AND DECISION. THESE SITE DEVELOPMENT STANDARDS ARE FURTHER DESCRIBED IN AND ARE SUBJECT TO THE DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS RECORDED WITH THE GREENBRIDGE MASTER PLAT RECORDED UNDER KING COUNTY NO. 20051108000261 AND REPLACED WITH DOCUMENT RECORDED UNDER KING COUNTY RECORDING NO. 20071130001602, AND ASSOCIATED AMENDMENTS THERETO.

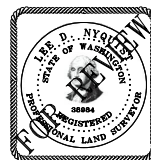
- 3.2 THE ENTIRE GREENBRIDGE PROJECT SITE SHALL HAVE A MINIMUM OF 744 DWELLING UNITS AND A MAXIMUM OF 1,100 DWELLING UNITS. THE MAXIMUM NUMBER OF LOTS CREATED TO CONTAIN SAID DWELLING UNITS MUST NOT EXCEED 721.
- 3.3 PLANTER ISLANDS, SIDEWALK FURNITURE, ART, IRRIGATION SYSTEMS, BIKE RACKS, TRASH RECEPTACLES AND BUILDING CANOPIES WITHIN THE ROAD RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE GREENBRIDGE ASSOCIATION. THE RIGHTS ALLOWING THESE ITEMS TO EXIST WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE SECONDARY TO THE RIGHTS OF THE PUBLIC USE OF THE RIGHT-OF-WAY FOR ROAD AND ROAD RELATED PURPOSES.
- 3.4 NATURAL GAS UNITS ARE REQUIRED IN PLACE OF WOOD-BURNING APPLIANCES.
- 3.5 AS REQUIRED FOR THE GREENBRIDGE AND WIND ROSE PROJECT SITES COMBINED, A THREE-STAR RATING FOR THE BUILT GREEN "GREEN COMMUNITIES" PROGRAM HAS BEEN ADDRESSED FOR GREENBRIDGE. SEE DECLARATION OF COMPLIANCE WITH PLAT CONDITIONS RECORDING NUMBER 20100419001792.

### 4.0 TRACT OWNERSHIP AND USES

- 4.1 TRACT A-801 SHALL BE DESIGNATED AS A PRIVATE ACCESS TRACT FOR PURPOSES OF INGRESS, EGRESS AND UTILITIES, FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON RECORDING OF THIS PLAT, TRACT A-801 WILL BE CONVEYED TO KING COUNTY HOUSING AUTHORITY, WHO MAY THEREAFTER CONVEY IT TO THE GREENBRIDGE ASSOCIATION. MAINTENANCE OBLIGATIONS SHALL BE THE RESPONSIBILITY OF THE OWNER(S) OF TRACT A-801.  
TRACT A-801 IS SUBJECT TO A UTILITY EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE UTILITY EASEMENT PROVISIONS, SHEET 7).  
TRACT A-801 IS SUBJECT TO A PUBLIC DRAINAGE EASEMENT AS GRAPHICALLY DEPICTED HEREIN (SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 7).
- 4.2 TRACT A-802 SHALL BE DESIGNATED AS A PRIVATE ACCESS TRACT FOR PURPOSES OF INGRESS, EGRESS AND UTILITIES, FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON RECORDING OF THIS PLAT, TRACT A-802 WILL BE CONVEYED TO KING COUNTY HOUSING AUTHORITY, WHO MAY THEREAFTER CONVEY IT TO THE GREENBRIDGE ASSOCIATION. MAINTENANCE OBLIGATIONS SHALL BE THE RESPONSIBILITY OF THE OWNER(S) OF TRACT A-802.  
TRACT A-802 IS SUBJECT TO A UTILITY EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE UTILITY EASEMENT PROVISIONS, SHEET 7).
- 4.3 TRACT A-803 SHALL BE DESIGNATED AS A PRIVATE ACCESS TRACT FOR PURPOSES OF INGRESS, EGRESS AND UTILITIES, FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON RECORDING OF THIS PLAT, TRACT A-803 WILL BE CONVEYED TO KING COUNTY HOUSING AUTHORITY, WHO MAY THEREAFTER CONVEY IT TO THE GREENBRIDGE ASSOCIATION. MAINTENANCE OBLIGATIONS SHALL BE THE RESPONSIBILITY OF THE OWNER(S) OF TRACT A-803.  
TRACT A-803 IS SUBJECT TO A UTILITY EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE UTILITY EASEMENT PROVISIONS, SHEET 7).  
TRACT A-803 IS SUBJECT TO A PUBLIC DRAINAGE EASEMENT AS GRAPHICALLY DEPICTED HEREIN (SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 7).
- 4.4 TRACT A-804 SHALL BE DESIGNATED AS A PRIVATE ACCESS TRACT FOR PURPOSES OF INGRESS, EGRESS AND UTILITIES, FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON RECORDING OF THIS PLAT, TRACT A-804 WILL BE CONVEYED TO KING COUNTY HOUSING AUTHORITY, WHO MAY THEREAFTER CONVEY IT TO THE GREENBRIDGE ASSOCIATION. MAINTENANCE OBLIGATIONS SHALL BE THE RESPONSIBILITY OF THE OWNER(S) OF TRACT A-804.  
TRACT A-804 IS SUBJECT TO A UTILITY EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE UTILITY EASEMENT PROVISIONS, SHEET 7).  
TRACT A-804 IS SUBJECT TO A PUBLIC DRAINAGE EASEMENT AS GRAPHICALLY DEPICTED HEREIN (SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 7).
- 4.5 TRACT A-805 SHALL BE DESIGNATED AS A PRIVATE ACCESS TRACT FOR PURPOSES OF INGRESS, EGRESS AND UTILITIES, FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON RECORDING OF THIS PLAT, TRACT A-805 WILL BE CONVEYED TO KING COUNTY HOUSING AUTHORITY, WHO MAY THEREAFTER CONVEY IT TO THE GREENBRIDGE ASSOCIATION. MAINTENANCE OBLIGATIONS SHALL BE THE RESPONSIBILITY OF THE OWNER(S) OF TRACT A-805.  
TRACT A-805 IS SUBJECT TO A UTILITY EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE UTILITY EASEMENT PROVISIONS, SHEET 7).  
TRACT A-805 IS SUBJECT TO A PUBLIC DRAINAGE EASEMENT AS GRAPHICALLY DEPICTED HEREIN (SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 7).
- 4.6 TRACT A-806 SHALL BE DESIGNATED AS A PRIVATE ACCESS TRACT FOR PURPOSES OF INGRESS, EGRESS AND UTILITIES, FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON RECORDING OF THIS PLAT, TRACT A-806 WILL BE CONVEYED TO KING COUNTY HOUSING AUTHORITY, WHO MAY THEREAFTER CONVEY IT TO THE GREENBRIDGE ASSOCIATION. MAINTENANCE OBLIGATIONS SHALL BE THE RESPONSIBILITY OF THE OWNER(S) OF TRACT A-806.  
TRACT A-806 IS SUBJECT TO A UTILITY EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE UTILITY EASEMENT PROVISIONS, SHEET 7).  
TRACT A-806 IS SUBJECT TO A PUBLIC DRAINAGE EASEMENT AS GRAPHICALLY DEPICTED HEREIN (SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 7).  
TRACT A-806 IS SUBJECT TO A PUBLIC SANITARY SEWER EASEMENT AS GRAPHICALLY DEPICTED HEREIN (SEE PUBLIC SANITARY SEWER EASEMENT PROVISIONS, SHEET 7).  
TRACT A-806 IS SUBJECT TO A PUBLIC WATER EASEMENT AS GRAPHICALLY DEPICTED HEREIN (SEE PUBLIC WATER EASEMENT PROVISIONS, SHEET 7).

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VOL./PAGE

## EASEMENT PROVISIONS

### SEATTLE CITY LIGHT EASEMENT PROVISION

AN EASEMENT FOR ELECTRICAL UTILITY PURPOSE IS HEREBY GRANTED TO THE CITY OF SEATTLE, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, CONSTRUCT, ERECT, ALTER, IMPROVE, REPAIR, ENERGIZE, OPERATE AND MAINTAIN ELECTRIC OVERHEAD AND UNDERGROUND DISTRIBUTION FACILITIES AT DEPTHS NOT EXCEEDING 15 FEET, WHICH CONSIST OF POLES WITH BRACES, GUYS AND ANCHORS, CROSSARMS, TRANSFORMERS, DUCTS, VAULTS, MANHOLES, CABINETS, CONTAINERS, CONDUITS, WIRES AND OTHER NECESSARY OR CONVENIENT APPURTENANCES TO MAKE SAID UNDERGROUND AND OVERHEAD INSTALLATIONS AN INTEGRATED ELECTRIC SYSTEM. ALL SUCH ELECTRICAL DISTRIBUTION FACILITIES TO BE LOCATED ACROSS, OVER, UPON AND UNDER ALL PARCELS, LOTS AND TRACTS WITHIN THE PLAT OF GREENBRIDGE DIVISION 7, SITUATED IN THE COUNTY OF KING, STATE OF WASHINGTON, TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM AT ALL TIMES SAID LANDS WITHIN SAID PLAT. THE CITY OF SEATTLE IS TO BE RESPONSIBLE AS PROVIDED BY LAW, FOR ANY DAMAGE THROUGH ITS NEGLIGENCE IN THE CONSTRUCTION, MAINTENANCE AND OPERATION OF SAID ELECTRIC SYSTEM ACROSS, OVER, UPON AND UNDER SAID EASEMENT AREA. THE RIGHTS, TITLE, PRIVILEGES AND AUTHORITY HEREBY GRANTED SHALL CONTINUE AND BE IN FORCE UNTIL SUCH TIME AS THE CITY OF SEATTLE, ITS SUCCESSORS AND ASSIGNS SHALL PERMANENTLY REMOVE SAID POLES, WIRES AND APPURTENANCES FROM SAID LANDS OR SHALL OTHERWISE PERMANENTLY ABANDON SAID ELECTRIC SYSTEM AT WHICH TIME ALL SUCH RIGHTS, TITLE, PRIVILEGES AND AUTHORITY HEREBY GRANTED SHALL TERMINATE.

### UTILITY EASEMENT PROVISIONS

UPON THE RECORDING OF THIS PLAT, A PERPETUAL, NON-EXCLUSIVE 'UTILITY EASEMENT' IS HEREBY RESERVED FOR AND GRANTED TO THE REGIONAL TELEPHONE PROVIDER, REGIONAL CABLE TELEVISION PROVIDER, PUGET SOUND ENERGY, SOUTHWEST SUBURBAN SEWER DISTRICT, SEATTLE PUBLIC UTILITIES, KING COUNTY WATER DISTRICT NO. 20, KING COUNTY, OTHER UTILITY PROVIDERS, THE GREENBRIDGE ASSOCIATION, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON A STRIP OF LAND AS DEPICTED HEREON WITHIN ALL LOTS, PARCELS AND TRACTS, PARALLEL WITH AND ADJOINING THE FRONTAGE OF ALL STREETS DEDICATED AS A PART OF THIS PLAT AND OVER, UNDER AND UPON TRACTS A-801, A-802, A-803, A-804, A-805, P-808, P-809, P-810, P-811 AND AS GRAPHICALLY DEPICTED HEREIN, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN WATER SYSTEM FACILITIES, SEWER SYSTEM FACILITIES, STORM DRAINAGE FACILITIES, ROAD AND SIDEWALK IMPROVEMENTS, UNDERGROUND CONDUITS, MAINS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, TV, GAS, WATER, SEWER, STORM DRAINAGE AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED, PROVIDED NO NEW FACILITIES OF ANY TYPE MAY BE INSTALLED WITHIN THE AREA PARALLEL WITH AND ADJOINING THE FRONTAGE OF ALL LOTS, PARCELS OR TRACTS WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER(S) OF SUCH LOT, PARCEL OR TRACT, SAID CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

IN ADDITION TO THE BENEFICIARIES STATED ABOVE, THE UNDERLYING PROPERTY OWNERS ADJACENT TO SAID EASEMENTS SHALL HAVE THE RIGHT TO ENTER SAID EASEMENT TO PERFORM MAINTENANCE, REPAIR OR REPLACEMENT OF SANITARY SEWER SERVICE LINES AND WATER SERVICE LINES AND ROOF/YARD/STORM DRAINAGE LINES, FROM WHICH SAID PROPERTY OWNERS DIRECTLY BENEFIT, IN THE ORIGINAL 'AS CONSTRUCTED' LOCATION.

THESE EASEMENTS ENTERED UPON FOR THESE PURPOSES SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY SAID ENTERING ENTITY, NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, TELEPHONE, CABLE TELEVISION, TELECOMMUNICATIONS OR DATA TRANSMISSION USES SHALL BE PLACED, OR BE PERMITTED TO BE PLACED UPON ANY LOT UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO A BUILDING.

THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

### PUBLIC DRAINAGE EASEMENT PROVISIONS AND COVENANT

ALL DRAINAGE EASEMENTS WITHIN THIS PLAT, NOT SHOWN AS "PRIVATE", ARE HEREBY GRANTED AND CONVEYED TO KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, FOR THE PURPOSE OF CONVEYING, STORING, MANAGING AND FACILITATING STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY KING COUNTY, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENTS FOR THE PURPOSE OF INSPECTING, OPERATING, MAINTAINING, REPAIRING AND IMPROVING THE DRAINAGE FACILITIES CONTAINED THEREIN. NOTE THAT EXCEPT FOR THE FACILITIES WHICH HAVE BEEN FORMALLY ACCEPTED FOR MAINTENANCE BY KING COUNTY, MAINTENANCE OF DRAINAGE FACILITIES ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE PROPERTY OWNER(S).

THE OWNERS OF SAID PRIVATE PROPERTY ARE REQUIRED TO OBTAIN PRIOR WRITTEN APPROVAL FROM KING COUNTY PROPERTY SERVICES, AND ANY REQUIRED PERMITS FROM THE KING COUNTY DPER FOR ACTIVITIES SUCH AS CLEARING AND GRADING, PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOVING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.) OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENT.

THESE EASEMENTS ARE INTENDED TO FACILITATE REASONABLE ACCESS TO THE DRAINAGE FACILITIES. THESE EASEMENTS AND COVENANTS SHALL RUN WITH THE LAND AND ARE BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

### PUBLIC DRAINAGE EASEMENT RESTRICTIONS

STRUCTURES, FILL, OR OBSTRUCTIONS (INCLUDING BUT NOT LIMITED TO DECKS, PATIOS, OUTBUILDINGS, OR OVERHANGS) SHALL NOT BE PERMITTED BEYOND THE BUILDING SETBACK LINE OR WITHIN PUBLIC DRAINAGE EASEMENTS UNLESS OTHERWISE APPROVED BY THE KING COUNTY DEPARTMENT OF PERMITS AND ENVIRONMENTAL REVIEW (DPER) OR ITS SUCCESSOR AGENCY. ADDITIONALLY, GRADING AND CONSTRUCTION OF FENCING SHALL NOT BE ALLOWED WITHIN THE PUBLIC DRAINAGE EASEMENTS SHOWN ON THIS PLAT MAP UNLESS OTHERWISE APPROVED BY KING COUNTY DPER OR ITS SUCCESSOR AGENCY.

### PUBLIC WATER EASEMENT PROVISIONS

UPON THE RECORDING OF THIS PLAT, A PERPETUAL NON-EXCLUSIVE 'PUBLIC WATER EASEMENT' IS HEREBY GRANTED AND CONVEYED TO KING COUNTY WATER DISTRICT NO. 20, OVER, UPON, ACROSS, THROUGH AND UNDER ALL CERTAIN LOTS AND TRACTS AS GRAPHICALLY DEPICTED HEREIN, FOR THE PURPOSES OF INSTALLING, LAYING, CONSTRUCTING, MAINTAINING, INSPECTING, REPAIRING, REMOVING, REPLACING, RENEWING, USING AND OPERATING PUBLIC WATER SYSTEMS, INCLUDING PIPELINES, WATER METERS AND ALL NECESSARY CONNECTIONS AND APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS THERETO AND EGRESS THEREFROM. THE USE OF SUCH AREA IMMEDIATELY ADJACENT TO THE ABOVE EASEMENT IS ALSO GRANTED TO KING COUNTY WATER DISTRICT NO. 20 AND/OR ITS AGENTS OR CONTRACTORS AS MAY BE REASONABLY REQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF THE PUBLIC WATER SYSTEMS LOCATED WITHIN THE EASEMENT. USE OF THE ADDITIONAL AREA ADJACENT TO THE EASEMENT (HEREAFTER REFERRED TO AS THE 'ACCESS EASEMENT') SHALL BE LIMITED TO THE PURPOSES DESCRIBED HEREIN. GRANTEE SHALL HAVE THE RIGHT, WITHOUT NOTICE AND WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCESS AT LAW OR EQUITY, AT ALL TIMES AS MAY BE NECESSARY TO ENTER UPON THAT PORTION OF THE REAL PROPERTY COVERED BY THE EASEMENT AND ACCESS EASEMENT TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REMOVE, REPLACE, RENEW, USE AND OPERATE THE WATER SYSTEMS FOR THE PURPOSES OF SERVING THE SUBJECT REAL PROPERTY, AS WELL AS ANY OTHER PROPERTIES, WITH UTILITY SERVICE, IMMEDIATELY AFTER THE CONSTRUCTION AND/OR INSTALLATION OF SAID PUBLIC WATER SYSTEMS. KING COUNTY WATER DISTRICT NO. 20 SHALL RESTORE THE PREMISES AS NEAR AS PRACTICAL TO ITS CONDITION THAT EXISTED IMMEDIATELY BEFORE SUCH CONSTRUCTION OR ENTRY. THE PRIVATE OWNERS SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT AND ADJACENT AREA; PROVIDED THAT SAID USE DOES NOT INTERFERE WITH THE EASEMENT RIGHTS CONVEYED HEREIN; AND PROVIDED FURTHER THAT NO PERMANENT BUILDINGS OR STRUCTURES ARE ERECTED ON SAID EASEMENT. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

### PUBLIC SANITARY SEWER EASEMENT PROVISIONS

UPON THE RECORDING OF THIS PLAT, A PERPETUAL, NON-EXCLUSIVE 'PUBLIC SANITARY SEWER EASEMENT' IS HEREBY GRANTED AND CONVEYED TO SOUTHWEST SUBURBAN SEWER DISTRICT, AS GRAPHICALLY DEPICTED HEREIN, FOR THE PURPOSE OF CONSTRUCTING, INSTALLING, RECONSTRUCTING, REPLACING, REPAIRING, MAINTAINING AND OPERATING PUBLIC SANITARY SEWER SYSTEMS, INCLUDING PIPELINES, SEWER MANHOLES AND ALL NECESSARY CONNECTIONS AND APPURTENANCES THERETO, TOGETHER WITH THE RIGHT OF INGRESS THERETO AND EGRESS THEREFROM. THE USE OF SUCH AREA IMMEDIATELY ADJACENT TO THE ABOVE EASEMENT IS ALSO DEDICATED TO SOUTHWEST SUBURBAN SEWER DISTRICT AND/OR ITS AGENTS OR CONTRACTORS AS MAY BE REASONABLY REQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF THE PUBLIC SANITARY SEWER SYSTEMS LOCATED WITHIN THE EASEMENT. USE OF THIS ADDITIONAL AREA ADJACENT TO THE EASEMENT SHALL BE LIMITED TO THE PURPOSES DESCRIBED HEREIN, AND IMMEDIATELY AFTER THE CONSTRUCTION AND/OR INSTALLATION OF SAID PUBLIC SANITARY SEWER SYSTEMS, SOUTHWEST SUBURBAN SEWER DISTRICT SHALL RESTORE THE PREMISES AS NEAR AS PRACTICAL TO ITS CONDITION THAT EXISTED IMMEDIATELY BEFORE SUCH CONSTRUCTION OR ENTRY. THE PRIVATE OWNERS SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT AND ADJACENT AREA, PROVIDED THAT SAID USE DOES NOT INTERFERE WITH THE EASEMENT RIGHTS CONVEYED HEREIN, AND PROVIDED FURTHER THAT NO PERMANENT BUILDINGS OR STRUCTURES ARE ERECTED ON SAID EASEMENT. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

### USE EASEMENT PROVISIONS

UPON THE RECORDING OF THIS PLAT, A PERPETUAL, NON-EXCLUSIVE 'USE EASEMENT' IS HEREBY RESERVED FOR AND GRANTED TO KING COUNTY AND TO THE GREENBRIDGE ASSOCIATION, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON A STRIP OF LAND GENERALLY 23 FEET IN WIDTH AS DEPICTED HEREON WITHIN OF LOTS 9 THROUGH 26 AND TRACTS P-801, P-802 AND P-812, ADJOINING THE FRONTAGE OF 4TH AVENUE SW IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN VARIOUS UTILITIES INCLUDING BUT NOT EXCLUSIVELY LIMITED TO, IRRIGATION SYSTEM FACILITIES, STORM DRAINAGE FACILITIES, SIDEWALK IMPROVEMENTS, AND OTHER UTILITY SERVICES AND IN WHICH TO PLANT, INSTALL, INSPECT, MAINTAIN, REPAIR, PRUNE OR REPLACE STREET TREES AS PLANTED WITHIN SAID EASEMENT AREA, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENT AT ALL TIMES FOR THE PURPOSES HEREIN STATED, PROVIDED NO NEW FACILITIES OF ANY TYPE MAY BE INSTALLED WITHIN SAID EASEMENT AREA WITHOUT THE PRIOR WRITTEN CONSENT OF THE OWNER(S) OF SUCH LOT OR TRACT, SAID CONSENT SHALL NOT BE UNREASONABLY WITHHELD.

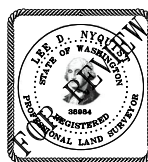
THE PRIVATE OWNER(S) SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT PROVIDED THAT SAID USE DOES NOT INTERFERE WITH THE EASEMENT RIGHTS CONVEYED HEREIN AND THAT NO PERMANENT BUILDINGS OR STRUCTURES OTHER THAN WALKWAYS AND FENCES ARE CONSTRUCTED WITHIN SAID EASEMENT.

THIS EASEMENT AREA ENTERED UPON FOR THE PURPOSES ENUMERATED HEREIN SHALL BE RESTORED AS NEAR AS POSSIBLE TO THEIR ORIGINAL CONDITION BY SAID ENTERING ENTITY.

THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

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ACTIVITY NO. FNRW 19-0005  
PROJECT NO. L03P0022



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# GREENBRIDGE DIVISION 8

PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4, SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON

### PRIVATE DRAINAGE EASEMENT PROVISIONS

UPON THE RECORDING OF THIS PLAT, A PERPETUAL, NON-EXCLUSIVE PRIVATE DRAINAGE EASEMENT IS HEREBY ESTABLISHED ON THE FOLLOWING LISTED LOTS AND TRACTS. SAID EASEMENT(S) ARE IN FAVOR OF THE LOTS AND TRACTS LISTED BELOW AS DERIVING BENEFIT AND ARE FOR THE PURPOSE OF INSTALLING AND MAINTAINING PRIVATE DRAINAGE FACILITIES WITHIN SAID EASEMENT(S). THE OWNER(S) OF SAID LOTS AND TRACTS DERIVING BENEFIT SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE PRIVATE DRAINAGE FACILITIES LYING WITHIN THE BOUNDARIES OF EACH OWNER'S RESPECTIVE LOT; ACCESS TO THE EASEMENT AREA FOR SUCH PURPOSES BY THE BENEFICIARIES OF THIS EASEMENT IS PERMISSIBLE SO LONG AS IT IS REASONABLE UNDER THE CIRCUMSTANCES.

PRIVATE DRAINAGE FACILITIES INCLUDE ROOF DOWNSPOUT, MINOR YARD, AND FOOTING DRAINS. NO BUILDING SETBACK LINE (BSBL) IS REQUIRED FROM THIS EASEMENT.

THOSE EASEMENTS LOCATED COINCIDENT WITH 10' UTILITY FRONTAGE EASEMENT:

EASEMENT LOCATED ON	BENEFITTING
LOTS 2, 3, 4, 5, 6, 7, 8, TRACT P-801	LOTS 1, 2, 3, 4, 5, 6, 7, 8
LOTS 10, 11, 12	LOTS 9, 10, 11
LOT 12	LOT 13
LOTS 15, 16	LOTS 14, 15
LOT 16	TRACT P-802
LOTS 18, 19	LOTS 17, 18
LOT 19	LOT 20
LOTS 22, 23, 24, 25	LOTS 21, 22, 23, 24
LOTS 27, 28, 29, TRACT P-803	LOTS 27, 28, 29, 30
TRACT P-807	LOT 26
LOTS 104, 105, 106, 107	LOTS 103, 104, 105, 106
LOTS 35, 36, 37, 38	LOTS 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
LOTS 43, 44, 45	LOTS 42, 43, 44
LOTS 46, 47, 48, 49	LOTS 47, 48, 79, 50, 51, 52
LOTS 54, 55, 56	LOTS 53, 54, 55, 56
LOTS 57, 58, 59, 60	LOTS 58, 59, 60, 61, 62, 63
LOTS 65, 66, 67	LOTS 64, 65, 66
LOT 68	LOTS 69, 70, 71, 72, 73, 74, 75
LOT 79	LOTS 76, 77, 78
LOTS 77, 78	LOTS 76, 77
LOTS 83, 84, 85, 86, 87, 88, 89, 90	LOTS 84, 85, 86, 87, 88, 89, 90, 91
LOTS 92, 93, 94	LOTS 92, 93, TRACT P-806
LOTS 98, 99, 100, 101	LOTS 99, 100, 101, 102
LOTS 96, 97, 98	LOTS 95, 96, 97

THOSE EASEMENTS 23' WIDE, LOCATED ALONG 4TH AVENUE:

EASEMENT LOCATED ON	BENEFITTING
LOTS 9, 10, 11	LOTS 10, 11, TRACT P-801
LOTS 12, 13, 14, 15	LOTS 11, 12, 13, 14
LOT 15	LOT 16
LOT 17	LOT 18, TRACT P-802
LOTS 20, 21	LOTS 19, 20
LOT 23	LOTS 22, 24
LOT 26	LOT 25

ADDITIONAL EASEMENTS:

EASEMENT LOCATED ON	BENEFITTING
TRACT P-803	LOTS 27, 28, 29, 30
LOTS 31, 32	LOTS 32, 33
LOT 31	LOTS 103, 104, 105, 105, 107
LOTS 35, 45	LOTS 36, 37, 38, 39, 40, 41, 42, 43, 44, 45
LOTS 46, 56	LOTS 47, 48, 49, 50, 51, 52, 53, 54, 55, 56
LOTS 57, 67	LOTS 58, 59, 60, 61, 62, 63, 64, 65, 66, 67
LOT 68	LOT 69, 70, 71, 72, 73, 74, 75, 80
LOTS 82, 83	LOTS 81, 82

### PRIVATE DRAINAGE EASEMENT COVENANT

THE OWNERS OF PRIVATE PROPERTY WITHIN THIS PLAT ENCLUMBERED WITH DRAINAGE EASEMENTS NOTED AS "PRIVATE", HEREBY GRANT AND CONVEY TO KING COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON, THE RIGHT, BUT NOT THE OBLIGATION TO CONVEY OR STORE STORM AND SURFACE WATER PER THE ENGINEERING PLANS APPROVED FOR THIS PLAT BY KING COUNTY, TOGETHER WITH THE RIGHT OF REASONABLE ACCESS (INGRESS AND EGRESS), TO ENTER SAID DRAINAGE EASEMENTS FOR THE PURPOSE OF OBSERVING THAT THE OWNERS ARE PROPERLY OPERATING AND MAINTAINING THE DRAINAGE FACILITIES CONTAINED HEREIN.

THE BENEFICIARIES OF SAID PRIVATE DRAINAGE EASEMENTS ARE RESPONSIBLE FOR OPERATING, MAINTAINING AND REPAIRING THE DRAINAGE FACILITIES CONTAINED WITHIN SAID DRAINAGE EASEMENTS, AND ARE HEREBY REQUIRED TO OBTAIN ANY REQUIRED PERMITS, FROM KING COUNTY PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT FOR ROUTINE LANDSCAPE MAINTENANCE SUCH AS LAWN MOWING) IN OPEN VEGETATED DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHES, PONDS, ETC.), OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES, CONTAINED WITHIN SAID DRAINAGE EASEMENTS.

THIS COVENANT SHALL RUN WITH THE LAND AND IS BINDING UPON THE OWNERS OF SAID PRIVATE PROPERTY, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

### PRIVATE WATER EASEMENT PROVISIONS

UPON THE RECORDING OF THIS PLAT, A PERPETUAL, NON-EXCLUSIVE PRIVATE WATER EASEMENT IS HEREBY ESTABLISHED ON THE FOLLOWING LISTED LOTS. SAID EASEMENT(S) ARE IN FAVOR OF THE LOTS LISTED BELOW AS DERIVING BENEFIT AND ARE FOR THE PURPOSE OF INSTALLING AND MAINTAINING PRIVATE WATER FACILITIES WITHIN SAID EASEMENT(S). NO STRUCTURES OTHER THAN DRIVEWAYS OR FENCES SHALL BE CONSTRUCTED WITHIN THESE EASEMENTS. THE LOT IDENTIFIED BELOW AS BENEFITTING SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE APPLICABLE BENEFITTING PRIVATE WATER FACILITIES (COLLECTIVELY "MAINTENANCE"). UPON COMPLETION OF ANY WORK, ALL DISTURBANCES TO THE SURFACE OR IMPROVEMENTS SHALL BE RESTORED BY THE PARTY PERFORMING THE WORK TO AS GOOD OR BETTER CONDITION AS EXISTING IMMEDIATELY PRIOR TO SUCH WORK.

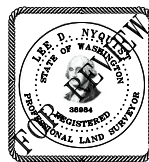
THE FOLLOWING LISTED LOTS ARE SUBJECT TO A PRIVATE WATER EASEMENT AS GRAPHICALLY DEPICTED HEREIN AS E-9. THE OWNER(S) OF LOTS DERIVING BENEFIT SHALL BE RESPONSIBLE FOR MAINTENANCE:

EASEMENT LOCATED ON	BENEFITTING
LOT 75	LOT 74
LOT 72	LOT 73
LOT 68	LOT 80
LOT 63	LOT 62
LOT 52	LOT 51
LOT 39	LOT 40

### PRIVATE SANITARY SEWER EASEMENT PROVISIONS

UPON THE RECORDING OF THIS PLAT, A PERPETUAL, NON-EXCLUSIVE PRIVATE SANITARY SEWER EASEMENT IS HEREBY ESTABLISHED OVER AND ACROSS LOT 84 FOR THE BENEFIT OF LOT 83. SUCH EASEMENT IS FOR THE PURPOSE OF INSTALLING AND MAINTAINING PRIVATE SANITARY SEWER FACILITIES WITHIN SAID EASEMENT. NO STRUCTURES OTHER THAN DRIVEWAYS OR FENCES SHALL BE CONSTRUCTED WITHIN THIS EASEMENT. THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE PRIVATE SANITARY SEWER SYSTEM USED IN COMMON SHALL BE BORNE IN EQUAL SHARE, EXCEPTING THAT THE OWNER(S) OF THE LOWER PARCEL (LOT 84) SHALL NOT BE RESPONSIBLE FOR THAT PART OF THE PRIVATE SANITARY SEWER SYSTEM ABOVE THEIR CONNECTION, AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE PRIVATE SANITARY SEWER SYSTEM, THE PROPERTY OWNER(S) OF LOT 83 SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE. UPON COMPLETION OF ANY WORK, ALL DISTURBANCES TO THE SURFACE OR IMPROVEMENTS SHALL BE RESTORED BY THE PARTY PERFORMING THE WORK TO AS GOOD OR BETTER CONDITION AS EXISTING IMMEDIATELY PRIOR TO SUCH WORK. THE COVENANTS HEREIN SHALL RUN WITH THE LAND AND SHALL FOREVER BE BINDING UPON ALL PARTIES, THEIR HEIRS, SUCCESSORS AND ASSIGNS.

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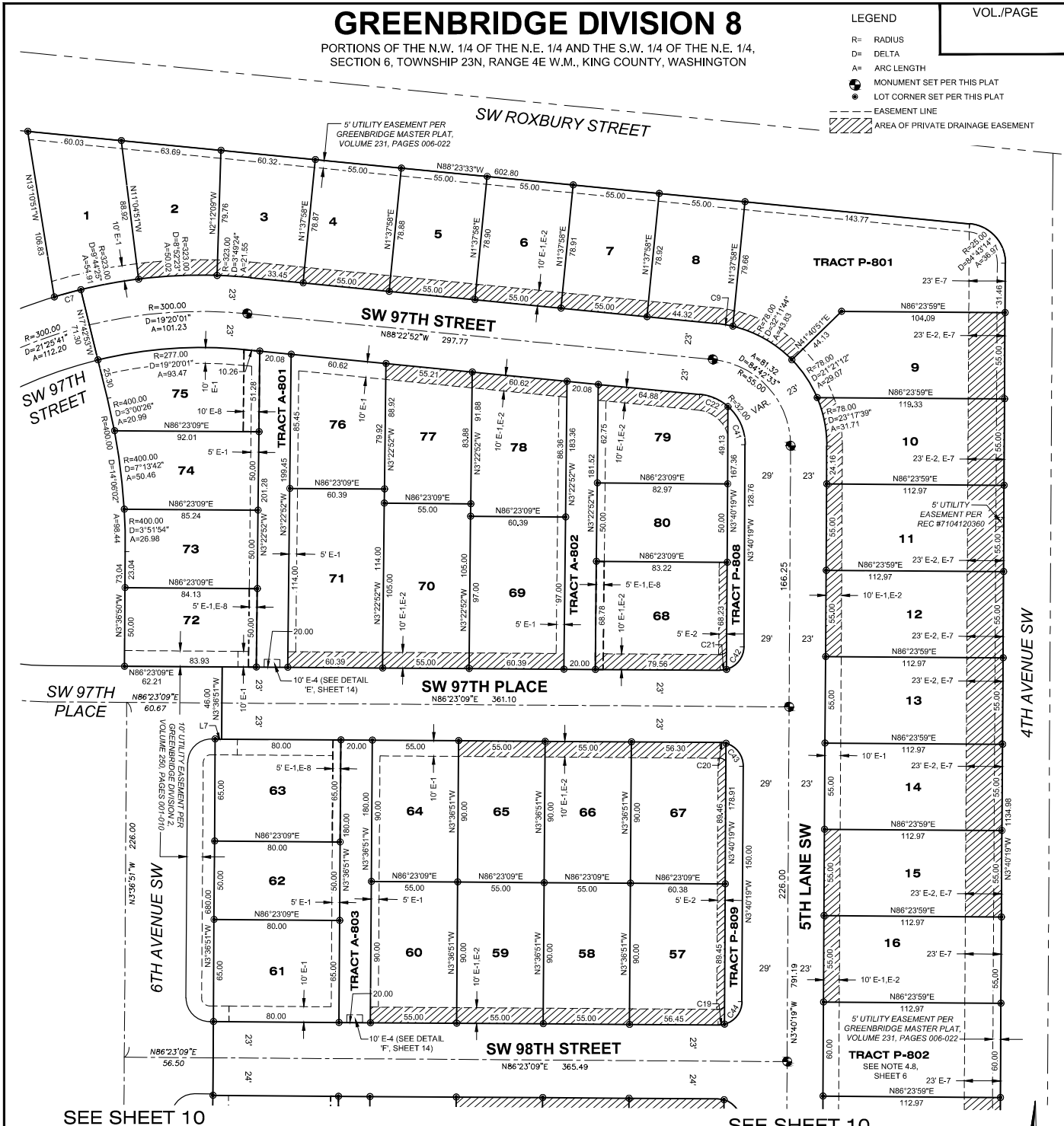
# GREENBRIDGE DIVISION 8

PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4, SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON

VOL./PAGE

**LEGEND**

- R= RADIUS
- D= DELTA
- A= ARC LENGTH
- MONUMENT SET PER THIS PLAT
- LOT CORNER SET PER THIS PLAT
- - - EASEMENT LINE
- ▨ AREA OF PRIVATE DRAINAGE EASEMENT



SEE SHEET 10

SEE SHEET 10

**EASEMENT LEGEND**

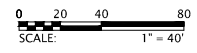
E-1	UTILITY EASEMENT (SEE DETAIL 'A', SHEET 13)
E-2	PRIVATE DRAINAGE EASEMENT (SEE DETAIL 'J', SHEET 15)
E-3	PRIVATE SANITARY SEWER EASEMENT
E-4	PUBLIC DRAINAGE EASEMENT
E-5	PUBLIC WATER EASEMENT
E-6	PUBLIC SANITARY SEWER EASEMENT
E-7	23' PUBLIC USE EASEMENT
E-8	PRIVATE WATER EASEMENT

**CURVE TABLE**

CURVE NO.	RADIUS	DELTA ANGLE	ARC LENGTH
C7	R=323.00	D=3°06'12"	17.49
C9	R=78.00	D=7°51'59"	10.71
C19	R=15.00	D=15°31'25"	4.06
C20	R=15.00	D=15°24'30"	4.03
C21	R=15.00	D=15°31'25"	4.06
C22	R=32.00	D=35°43'26"	19.95
C41	R=32.00	D=48°59'08"	27.36
C42	R=15.00	D=74°32'02"	19.51
C43	R=15.00	D=74°32'02"	19.51
C44	R=15.00	D=74°32'02"	19.51

**LINE TABLE**

LINE NO.	BEARING	DISTANCE
L7	N86°23'09"E	4.17



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ACTIVITY NO. FNRW 19-0005  
 PROJECT NO. L03P0022

VOL./PAGE

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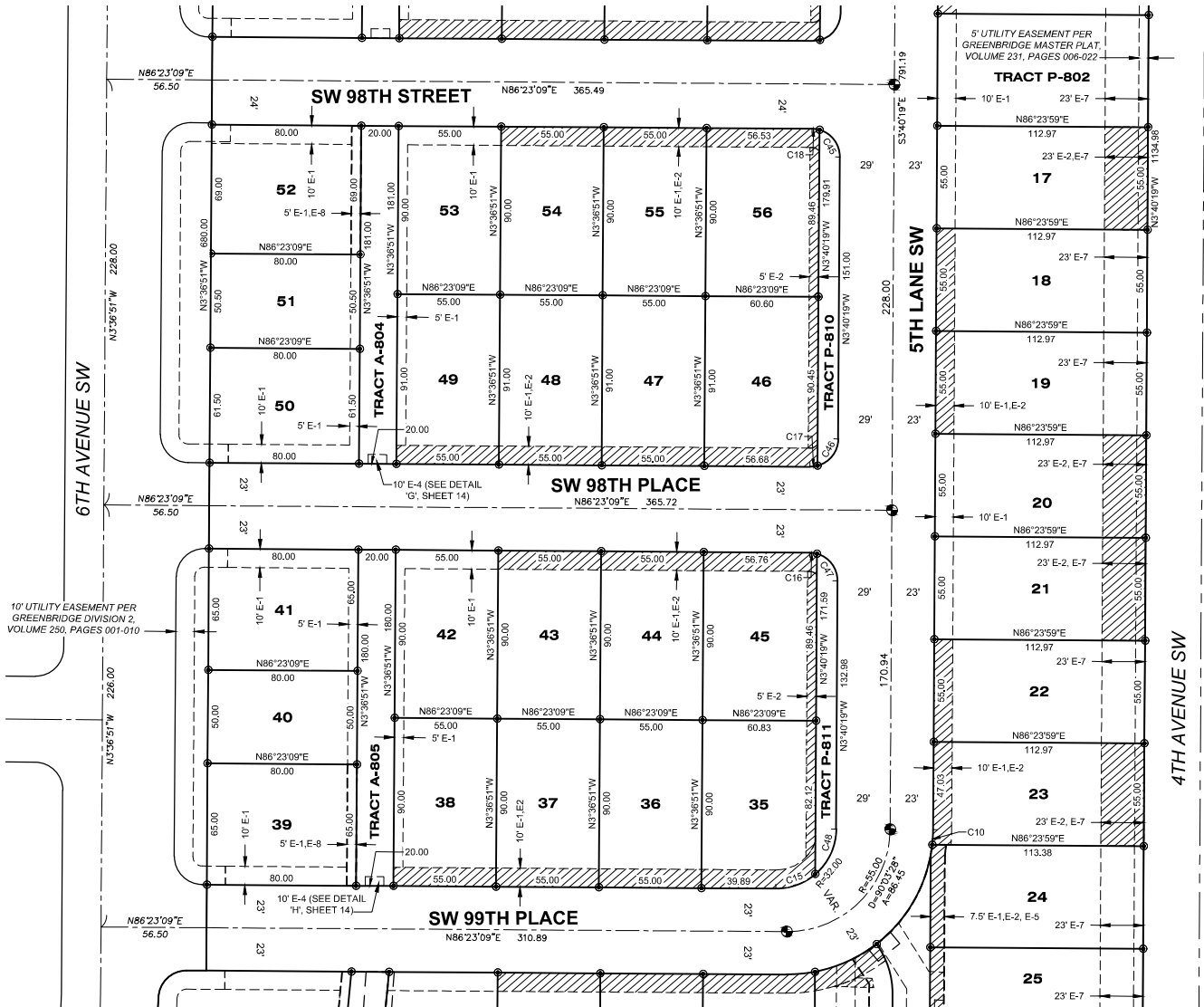
# GREENBRIDGE DIVISION 8

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VOL./PAGE

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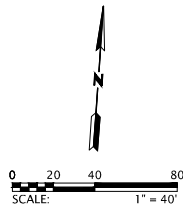


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**EASEMENT LEGEND**

- E-1 UTILITY EASEMENT (SEE DETAIL 'A', SHEET 13)
- E-2 PRIVATE DRAINAGE EASEMENT (SEE DETAIL 'J', SHEET 15)
- E-3 PRIVATE SANITARY SEWER EASEMENT
- E-4 PUBLIC DRAINAGE EASEMENT
- E-5 PUBLIC WATER EASEMENT
- E-6 PUBLIC SANITARY SEWER EASEMENT
- E-7 23' PUBLIC USE EASEMENT
- E-8 5' PRIVATE WATER EASEMENT



**LEGEND**

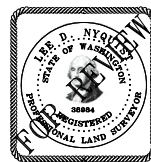
- R= RADIUS
- D= DELTA
- A= ARC LENGTH
- MONUMENT SET PER THIS PLAT
- LOT CORNER SET PER THIS PLAT
- - - EASEMENT LINE
- ▨ AREA OF PRIVATE DRAINAGE EASEMENT

**CURVE TABLE**

CURVE NO.	RADIUS	DELTA ANGLE	ARC LENGTH
C10	R=78.00	D=5°51'58"	7.99
C15	R=32.00	D=41°04'20"	22.94
C16	R=15.00	D=15°24'30"	4.03
C17	R=15.00	D=15°31'25"	4.06
C18	R=15.00	D=15°24'30"	4.03
C45	R=15.00	D=74°32'02"	19.51
C46	R=15.00	D=74°32'02"	19.51
C47	R=15.00	D=74°32'02"	19.51
C48	R=32.00	D=48°59'08"	27.36

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ACTIVITY NO. FNRW 19-0005  
 PROJECT NO. L03P0022



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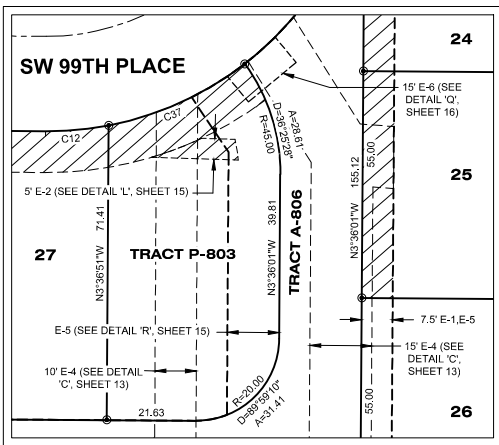
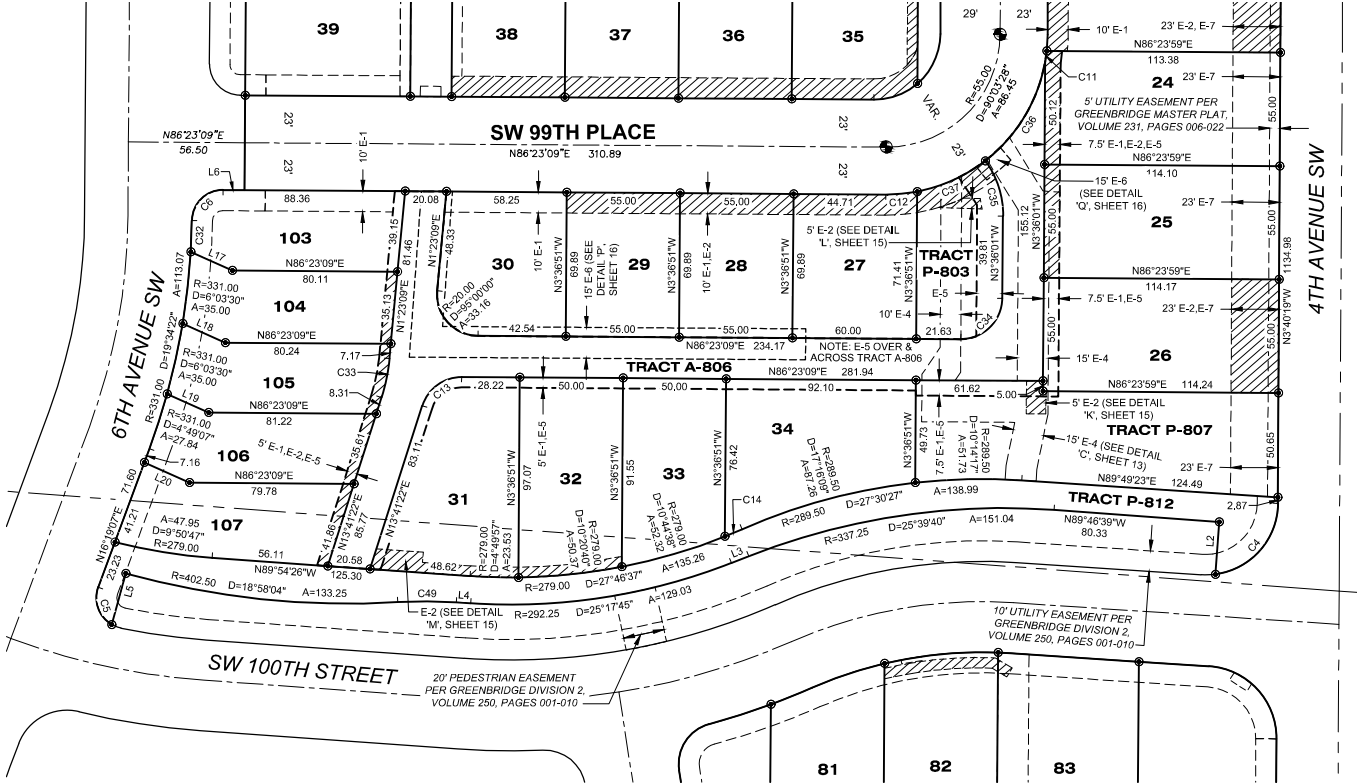
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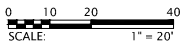
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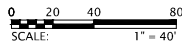
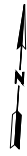


TRACT P-803 DETAIL



LEGEND

- R= RADIUS
- D= DELTA
- A= ARC LENGTH
- MONUMENT SET PER THIS PLAT
- LOT CORNER SET PER THIS PLAT
- - - EASEMENT LINE
- ▨ AREA OF PRIVATE DRAINAGE EASEMENT



EASEMENT LEGEND

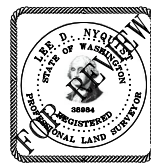
- E-1 UTILITY EASEMENT (SEE DETAIL 'A', SHEET 13)
- E-2 PRIVATE DRAINAGE EASEMENT (SEE DETAIL 'J', SHEET 15)
- E-3 PRIVATE SANITARY SEWER EASEMENT
- E-4 PUBLIC DRAINAGE EASEMENT
- E-5 PUBLIC WATER EASEMENT
- E-6 PUBLIC SANITARY SEWER EASEMENT
- E-7 23' PUBLIC USE EASEMENT
- E-8 PRIVATE WATER EASEMENT

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L2	N0°06'57"E	25.40
L3	N64°33'41"E	8.99
L4	N89°51'26"E	6.89
L5	N11°25'47"E	25.77
L6	N86°23'09"E	10.51
L7	N70°00'00"W	22.14
L8	N70°00'00"W	22.66
L9	N70°00'00"W	22.14
L20	N70°00'00"W	23.96

CURVE TABLE			
CURVE NO.	RADIUS	DELTA ANGLE	ARC LENGTH
C4	R=35.00	D=81°51'06"	50.00
C5	R=15.00	D=80°03'17"	20.96
C6	R=15.00	D=89°38'25"	23.47
C11	R=78.00	D=3°37'08"	4.93
C12	R=78.00	D=11°18'15"	15.39
C13	R=20.00	D=72°41'47"	25.38
C14	R=279.00	D=1°51'22"	9.04
C32	R=331.00	D=2°38'14"	15.24
C33	R=90.00	D=12°18'13"	19.33
C34	R=20.00	D=89°59'10"	31.41
C35	R=45.00	D=36°25'28"	28.61
C36	R=78.00	D=42°27'32"	57.80
C37	R=78.00	D=26°48'35"	36.50
C49	R=223.25	D=7°19'10"	28.52

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ACTIVITY NO. FNRW 19-0005  
PROJECT NO. L03P0022



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# GREENBRIDGE DIVISION 8

PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4,  
SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON

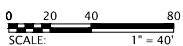
SEE SHEET 11

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L9	N89° 54' 28"W	7.54
L10	N12° 52' 49"W	9.29
L13	N39° 48' 20"E	7.25
L14	N39° 42' 59"E	29.72
L15	N48° 38' 55"W	23.69
L16	N48° 38' 55"W	27.14

CURVE TABLE			
CURVE NO.	RADIUS	DELTA ANGLE	ARC LENGTH
C8	R=20.00	D=83°33'13"	29.17
C23	R=363.00	D=3°22'11"	21.35
C24	R=78.00	D=22°16'04"	30.31
C25	R=205.50	D=1°38'14"	5.87
C26	R=78.00	D=22°29'01"	30.61
C27	R=78.00	D=22°47'01"	31.02
C28	R=78.00	D=5°02'58"	6.87
C29	R=15.00	D=90°00'50"	23.57
C30	R=15.00	D=89°59'10"	23.56
C31	R=15.00	D=90°00'50"	23.57
C38	R=15.00	D=87°55'36"	23.02
C39	R=363.00	D=4°59'18"	31.60
C40	R=78.00	D=14°47'25"	20.13

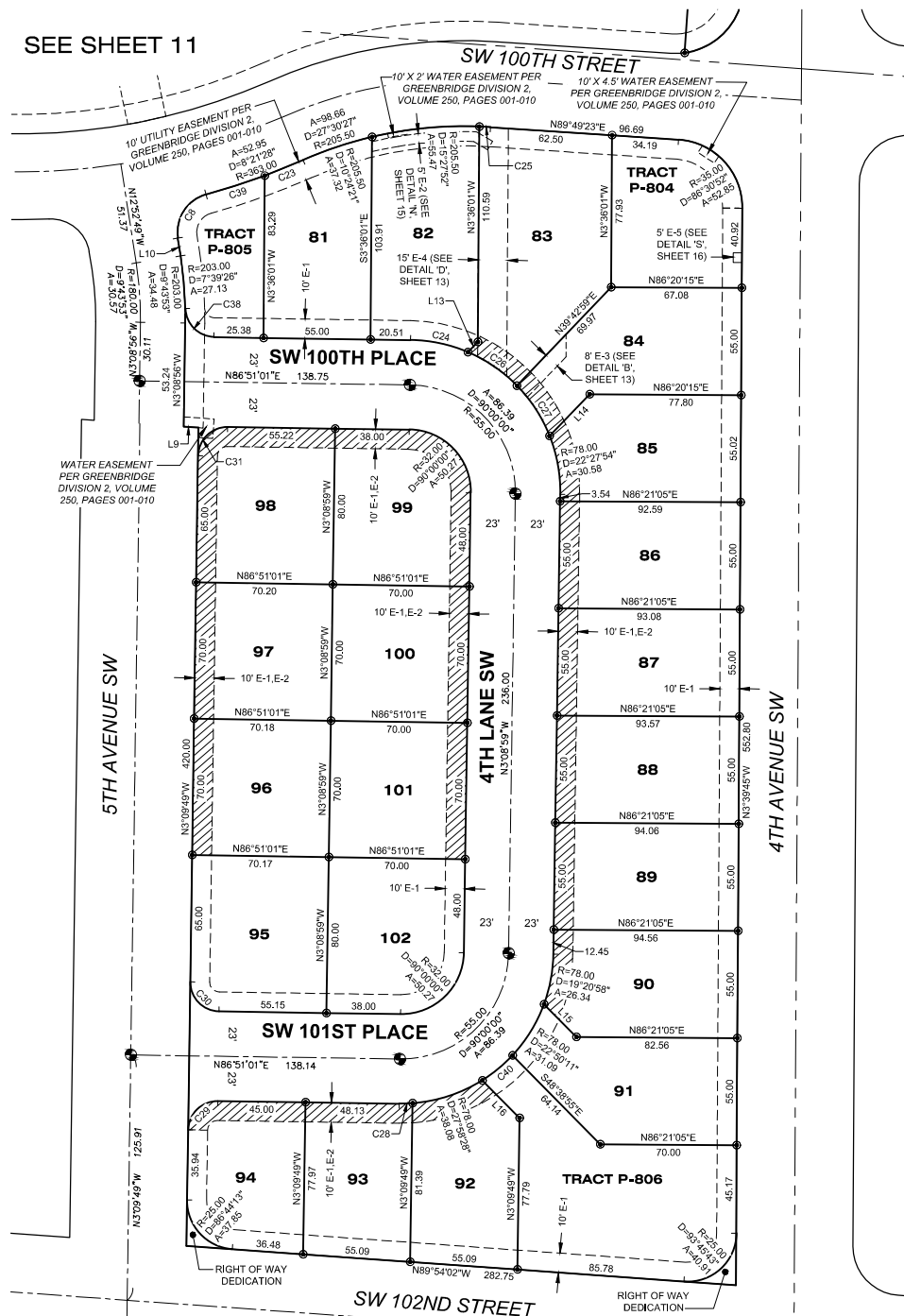
**LEGEND**

- R= RADIUS
- D= DELTA
- A= ARC LENGTH
- MONUMENT SET PER THIS PLAT
- LOT CORNER SET PER THIS PLAT
- - - EASEMENT LINE
- ▨ AREA OF PRIVATE DRAINAGE EASEMENT



**EASEMENT LEGEND**

- E-1 UTILITY EASEMENT (SEE DETAIL 'A', SHEET 13)
- E-2 PRIVATE DRAINAGE EASEMENT (SEE DETAIL 'J', SHEET 15)
- E-3 PRIVATE SANITARY SEWER EASEMENT
- E-4 PUBLIC DRAINAGE EASEMENT
- E-5 PUBLIC WATER EASEMENT
- E-6 PUBLIC SANITARY SEWER EASEMENT
- E-7 23' PUBLIC USE EASEMENT
- E-8 PRIVATE WATER EASEMENT



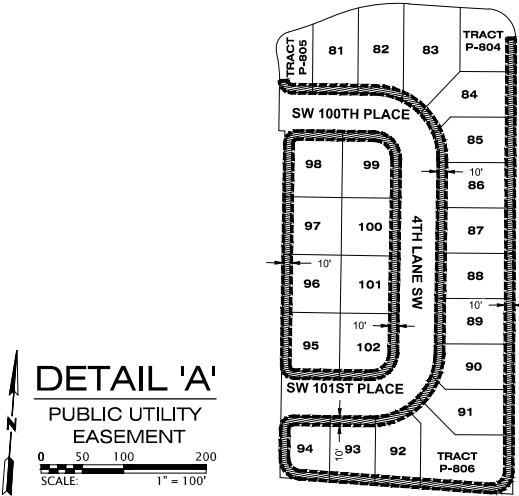
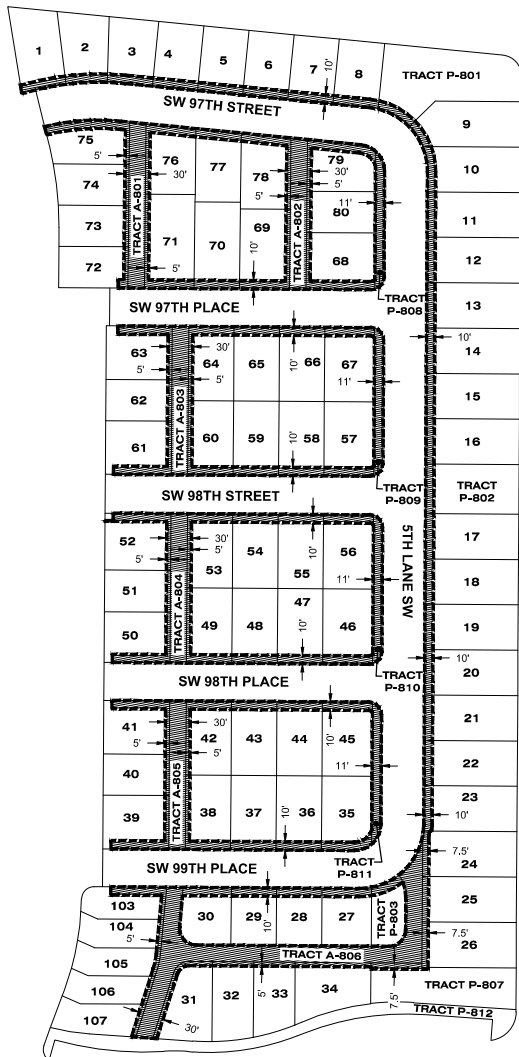
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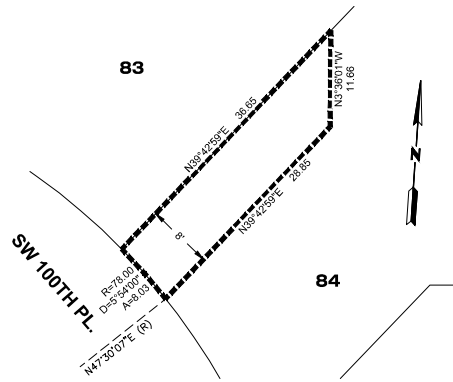
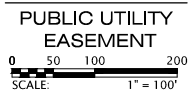
# GREENBRIDGE DIVISION 8

PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4, SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON

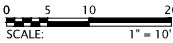
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**DETAIL 'A'**  
PUBLIC UTILITY EASEMENT

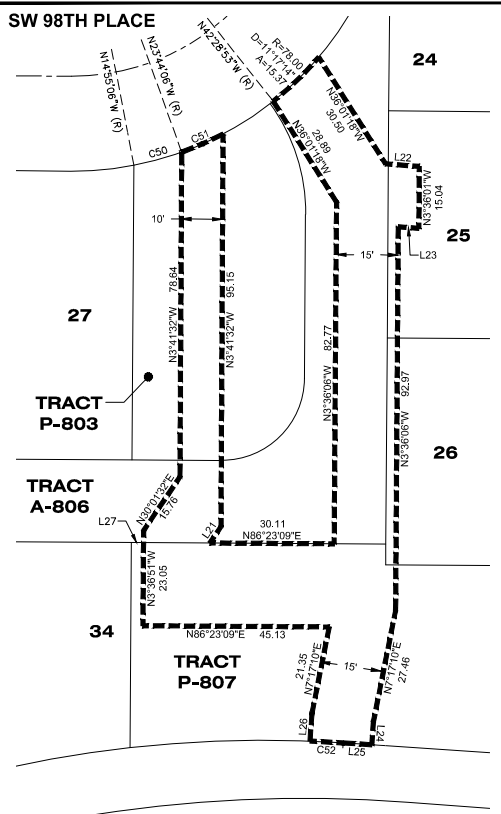


**DETAIL 'B'**  
PRIVATE SANITARY SEWER EASEMENT

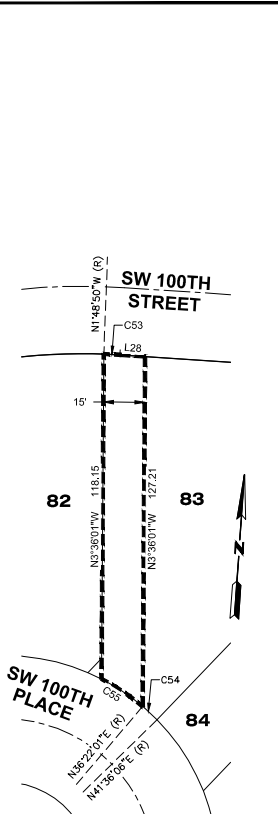
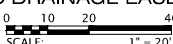


LINE TABLE		
LINE NO.	BEARING	DISTANCE
L21	N30° 01' 32" E	4.79
L22	N89° 38' 56" W	8.22
L23	N89° 38' 56" W	5.01
L24	N0° 00' 00" E	5.62
L25	N89° 49' 23" E	6.94
L26	N0° 00' 00" E	6.73
L27	N86° 23' 09" E	2.92
L28	N89° 49' 23" E	9.15

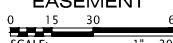
CURVE TABLE			
CURVE NO.	RADIUS	DELTA ANGLE	ARC LENGTH
C50	R=78.00	D=8°48'59"	12.00
C51	R=78.00	D=8°03'06"	10.96
C52	R=289.50	D=1°35'42"	8.06
C53	R=205.50	D=1°38'14"	5.87
C54	R=78.00	D=5°14'06"	7.13
C55	R=78.00	D=13°13'15"	18.00



**DETAIL 'C'**  
PUBLIC DRAINAGE EASEMENT



**DETAIL 'D'**  
PUBLIC DRAINAGE EASEMENT



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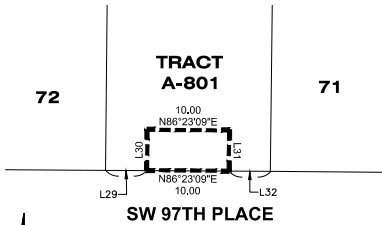
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ACTIVITY NO. FNRW 19-0005  
PROJECT NO. L03P0022

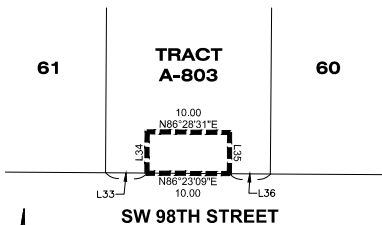
# GREENBRIDGE DIVISION 8

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SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON

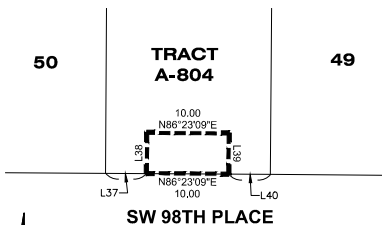
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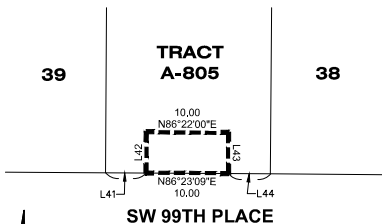
**DETAIL 'E'**  
PUBLIC DRAINAGE EASEMENT  
SCALE: 1" = 10'



**DETAIL 'F'**  
PUBLIC DRAINAGE EASEMENT  
SCALE: 1" = 10'



**DETAIL 'G'**  
PUBLIC DRAINAGE EASEMENT  
SCALE: 1" = 10'

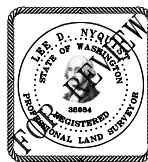


**DETAIL 'H'**  
PUBLIC DRAINAGE EASEMENT  
SCALE: 1" = 10'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L29	N86° 23' 09"E	5.00
L30	N3° 36' 51"W	5.00
L31	N3° 36' 51"W	5.00
L32	N86° 23' 09"E	5.00
L33	N86° 23' 09"E	5.02
L34	N3° 31' 29"W	5.01
L35	N3° 31' 29"W	4.99
L36	N86° 23' 09"E	4.98
L37	N86° 23' 09"E	4.96
L38	N3° 36' 51"W	5.00
L39	N3° 36' 51"W	5.00
L40	N86° 23' 09"E	5.04
L41	N86° 23' 09"E	4.90
L42	N3° 38' 00"W	5.00
L43	N3° 38' 00"W	5.00
L44	N86° 23' 09"E	5.10

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ACTIVITY NO. FNRW 19-0005  
PROJECT NO. L03P0022

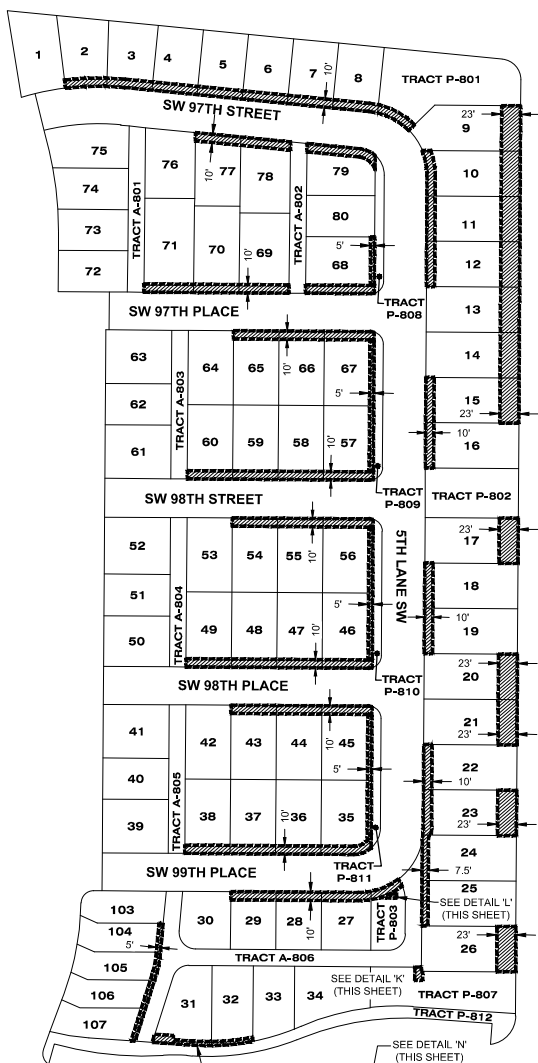


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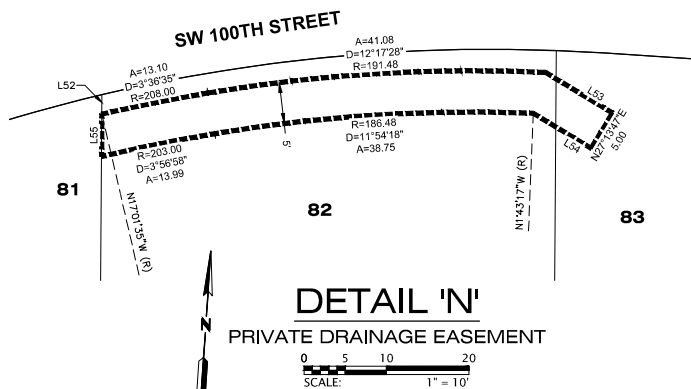
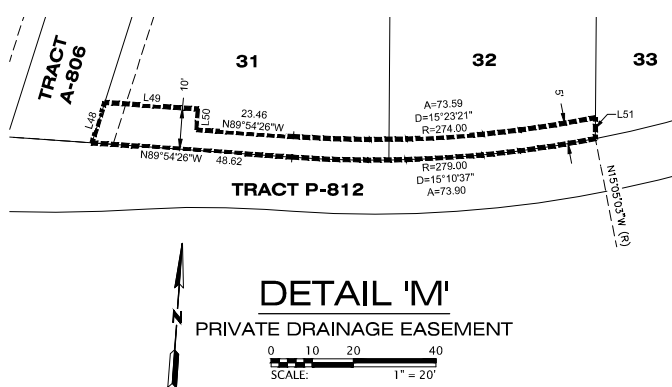
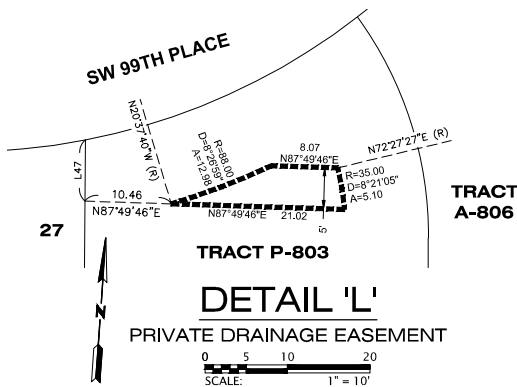
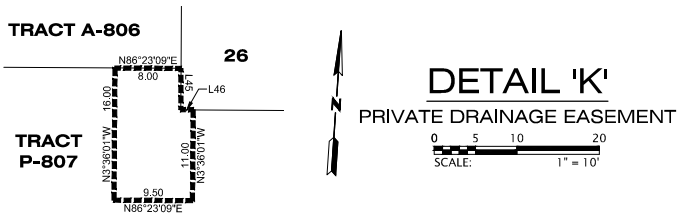
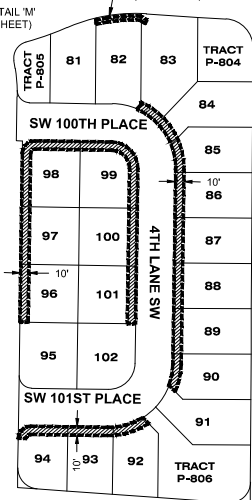
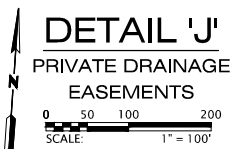
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# GREENBRIDGE DIVISION 8

PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4, SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L45	N3° 36' 01"W	5.00
L46	N86° 23' 59"E	1.50
L47	N3° 36' 51"W	7.40
L48	N13° 41' 22"E	10.29
L49	N89° 54' 26"W	22.74
L50	N0° 05' 34"E	5.00
L51	N3° 36' 51"W	5.10
L52	N3° 36' 01"W	2.35
L53	N62° 46' 13"W	9.49
L54	N82° 46' 13"W	8.21
L55	N3° 36' 01"W	5.14



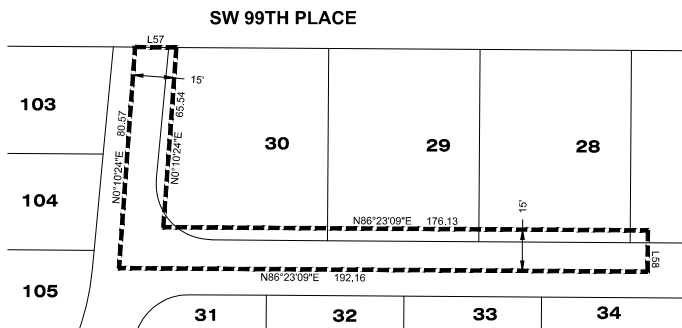
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# GREENBRIDGE DIVISION 8

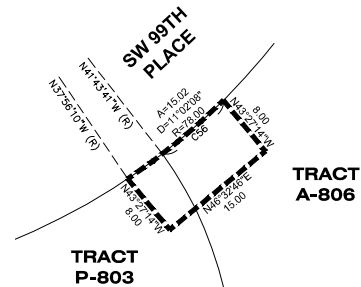
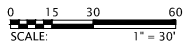
PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4, SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON

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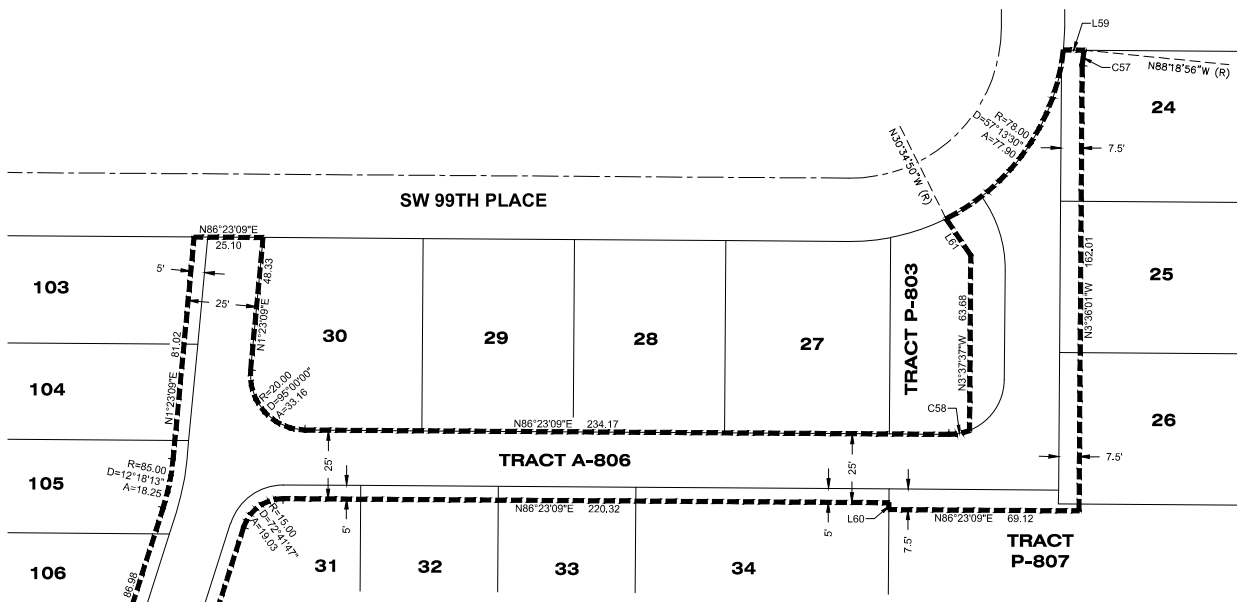
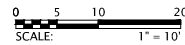
**DETAIL 'P'**

PUBLIC SANITARY SEWER EASEMENT



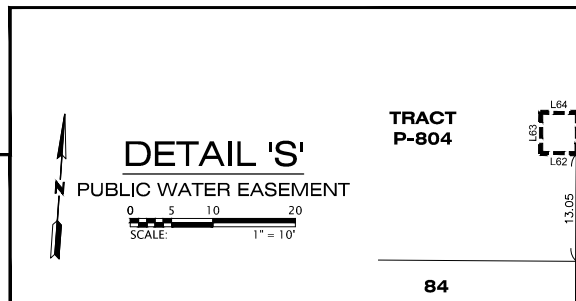
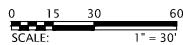
**DETAIL 'Q'**

PUBLIC SANITARY SEWER EASEMENT



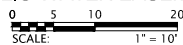
**DETAIL 'R'**

PUBLIC WATER EASEMENT



**DETAIL 'S'**

PUBLIC WATER EASEMENT



LINE TABLE		
LINE NO.	BEARING	DISTANCE
L57	N86° 23' 09"E	15.03
L58	N3° 36' 51"W	15.00
L59	N86° 23' 59"E	7.54
L60	N3° 36' 51"W	2.50
L61	N37° 52' 57"W	16.02
L62	N86° 20' 15"E	4.44
L63	N3° 39' 45"W	5.00
L64	N86° 20' 15"E	4.44
L65	N3° 39' 45"W	5.00

CURVE TABLE				
CURVE NO.	RADIUS	DELTA ANGLE	ARC LENGTH	
C56	R=78.00	D=7°14'37"	9.86	
C57	R=85.50	D=3°42'19"	5.53	
C58	R=20.00	D=21°59'25"	7.68	



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Eric D. Nyquist, PLS, License No. 38884, State of Washington  
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**EXHIBIT F  
TEMPORARY CONSTRUCTION EASEMENT**

**RECORDED AT THE REQUEST OF AND  
WHEN RECORDED RETURN TO:**

King County Housing Authority  
600 Andover Park West  
Seattle, WA 98188  
Attn: John E. Eliason

**AUDITOR/RECORDER'S INDEXING FORM**

<b>Document Title(s):</b>	TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
<b>Grantor(s):</b>	KING COUNTY HOUSING AUTHORITY
<b>Grantee(s):</b>	[To Be Determined: (FUTURE CONTRACTOR)]
<b>Legal Description:</b>	PTN of Tracts P-201, TR-206, TR-207, TR-208 AND P-210, ALL IN GREENBRIDGE DIVISION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 250 OF PLATS, PAGES 1 THROUGH 10, INCLUSIVE, IN KING COUNTY, WASHINGTON; Lots 31, 32, 33, 34, 39, 40, 41, 50, 51, 52, 61, 62, 63, 72, 73, 74, and 75, ALL IN GREENBRIDGE DIVISION 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME xx OF PLATS, PAGES xx THROUGH xx INCLUSIVE, IN KING COUNTY, WASHINGTON.  SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.
<b>Assessor's Property Tax Parcel/Account Numbers:</b>	(To be inserted)

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**  
(Greenbridge Division 8)

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT ("Easement Agreement") is made effective as of \_\_\_\_\_ ("Effective Date"), by and between KING COUNTY HOUSING AUTHORITY, a Washington municipal corporation ("Grantor" or "KCHA"), and \_\_\_\_\_, ("Grantee").

**RECITALS**

- A. Grantor is the owner of certain real property located in the Plat of Greenbridge Division 2, which plat is located in King County, Washington. Specifically, Grantor owns Greenbridge Division 2 Tracts P-201, TR-206, TR-207 and TR-208 (the "Burdened Property" or the "Easement Areas"), legally described as set forth on Exhibit A.

Exhibit F



- B. Grantee has purchased from Grantor, and Grantee is currently the owner of, certain real property located in the Plat of Greenbridge Division 8, which plat is adjacent to the Property. A portion of Grantee's property (the "Benefitted Property") is legally described as set forth in Exhibit B.
- C. Grantor wishes to grant and convey to the Grantee, and the Grantee wishes to accept from Grantor, a temporary construction easement over the Easement Areas, for the purpose of staging and laydown.

### **AGREEMENT**

In consideration of the representations, warranties, covenants and agreements set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee hereby agree as follows:

1. Grantor, for itself, its successors and assigns, hereby grants to Grantee, its officers, agents, employees, permittees, licensees, subcontractors, successors and assigns, and the Grantee hereby accepts from Grantor, a non-exclusive temporary construction easement on and within the Easement Areas for the purposes of construction staging and laydown (the "TCE Easement").

2. Grantor and Grantee expressly agree that the Easement shall be temporary in nature and shall terminate automatically upon the date upon which Grantee receives all of the above 1) approval of street improvements from King County, 2) completion of the homes fronting Tract \_\_\_\_\_, and 3) release of the Grantor held Damage Deposit or from the obligations thereunder. Notwithstanding the foregoing, this Easement shall automatically terminate on \_\_\_\_\_, 202\_ should Grantee fail to complete or accomplish the aforementioned items 1 – 3 prior to this deadline.

3. Grantee shall maintain the Easement Areas throughout the term of this TCE Easement, by keeping the area clear of rubbish and ensure the grass height does not exceed 6".

4. The TCE Easement and the provisions of this Agreement shall be covenants upon and shall run with the Property. This Agreement shall be binding upon and inure to the benefit of Grantor and the Grantee, their respective successors and assigns, and all future owners of the Property until terminated or released.

5. No structures shall be constructed or located on any portion of the Property so long as this Agreement remains in effect.

6. Any damage to existing improvements, including but not limited to utilities, curb, gutters, sidewalks, and streets which may occur as a result of Grantee's activities or the activities of its contractors, subcontractors, agents or licensees, will be repaired or replaced by Grantee at its sole cost and expense. Grantee further agrees to replace any existing utility stakes that may be damaged or removed as a result of Grantee's work.

7. Neither the Grantee nor any licensee, agent, employee or independent contractor of the Grantee shall do or fail to do anything which could cause any charge, lien or encumbrance,

including but not limited to any laborer's, mechanic's, vendor's, supplier's or materialman's lien, to attach to or otherwise encumber any part or all of the Property; and Grantee, at its sole cost and expense, shall cause any such lien to be removed from record or appropriately bonded within thirty (30) days after receipt of notice thereof.

8. Grantee shall, at all times while present on or using the Easement Areas or any portion of it pursuant to this Agreement, maintain commercial general liability insurance covering its activities under this Agreement with liability limits and coverages as customarily maintained by Grantee, but in no event shall such coverage be less than \$2,000,000 combined single limit for death, personal injury, and property damage, per occurrence, and including Grantor as an additional insured. Grantee shall also maintain workers' compensation insurance as required by law.

9. Grantor covenants and agrees that Grantor is well seized of the Property, and has full the right, title and authority to grant this Easement.

10. Grantee shall protect, defend and save harmless Grantor from any and all claims, demands, loss, damage, expense (including attorneys' fees), liens, charges and liability of every kind and description, including personal injury and for any damage to or loss of or destruction of property whatsoever suffered by Grantor because, by reason of, or arising from the exercise of any of the rights granted herein; provided that, Grantee shall not be obligated to indemnify Grantor for the portion of any claim or liability caused by the sole or concurrent negligence of Grantor or its agents.

11. The duty to indemnify and defend Grantor from any claim brought by or on behalf of any of the Grantee's employees or agents is specifically and expressly intended to constitute a waiver of the Grantee's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects Grantor only, and only to the extent necessary to provide Grantor with a full and complete indemnity and defense of claims made by Grantee's employees. The parties acknowledge that these provisions were mutually negotiated and agreed upon by them.

12. In the event of litigation with respect to the enforcement or interpretation of this Agreement, including appeals, the prevailing party in such litigation shall be entitled to recover, from the non-prevailing party, the prevailing party's reasonable attorneys' fees, costs and disbursements.

13. This Agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force and effect excepting a subsequent modification in writing, signed by both parties. This Agreement may not be amended or modified except in a writing executed by both Grantor and the Grantee.

14. The provisions of this Agreement are separate and severable. If any provision of this Agreement is held to be invalid, unenforceable, illegal or in conflict with any law, that provision shall be severed from this Agreement and the remainder of this Agreement shall not be impaired or otherwise affected by such severance, shall be construed, interpreted and enforced as if it did not

contain such provision and shall remain in full force and effect. The indemnities set forth herein shall survive the expiration or termination of this Agreement.

15. This Agreement shall be governed and controlled as to validity, construction, interpretation, effect, enforcement and in all other respects by the statutes and the decisions of the courts of the State of Washington. This Agreement may be executed in counterparts which, taken together, shall constitute one fully executed original.

16. Recitals. The recitals above are incorporated herein by this reference.

Grantor and Grantee have executed this Agreement to be effective as of the Effective Date.

**GRANTOR:**

KING COUNTY HOUSING AUTHORITY,  
a Washington municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:**

[To Be Determined: FUTURE  
CONTRACTOR]  
A Washington limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that \_\_\_\_\_ personally appeared before me, is known to be the \_\_\_\_\_ of the KING COUNTY HOUSING AUTHORITY, a Washington municipal corporation, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said non-profit corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_  
(Print or type name)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that \_\_\_\_\_ personally appeared before me, is known to be the \_\_\_\_\_ of [To Be Determined: FUTURE CONTRACTOR, LLC], a Washington limited liability company, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_  
(Print or type name)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Easement Areas (Burdened Property)**

THE EAST 15.0 FEET OF TRACTS P-201, TR-206, TR-207, AND TR-208; AND  
THE NORTH 15.0 FEET OF TRACT P-210;

ALL SITUATE IN GREENBRIDGE DIVISION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 250 OF PLATS, PAGES 1 THROUGH 10, INCLUSIVE, IN KING COUNTY, WASHINGTON.

**EXHIBIT B**  
**The Benefitted Properties**

Lots 31, 32, 33, 34, 39, 40, 41, 50, 51, 52, 61, 62, 63, 72, 73, 74, and 75, ALL IN GREENBRIDGE DIVISION 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME xx OF PLATS, PAGES xx THROUGH xx INCLUSIVE, IN KING COUNTY, WASHINGTON.

**EXHIBIT G  
EASEMENT FOR PEDESTRIAN ACCESS STAIRWAYS**

**RECORDED AT THE REQUEST OF AND  
WHEN RECORDED RETURN TO:**

King County Housing Authority  
600 Andover Park West  
Seattle, WA 98188  
Attn: John E. Eliason

**AUDITOR/RECORDER'S INDEXING FORM**

<b>Document Title(s):</b>	EASEMENT FOR PEDESTRIAN ACCESS STAIRWAYS	
<b>Grantor(s):</b>	KING COUNTY HOUSING AUTHORITY	
<b>Grantee(s):</b>	[To Be Determined: (FUTURE CONTRACTOR)]	
<b>Legal Description:</b>	<p>PTN of Tracts P-201, TR-206, TR-207, TR-208 AND P-210, ALL IN GREENBRIDGE DIVISION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 250 OF PLATS, PAGES 1 THROUGH 10, INCLUSIVE, IN KING COUNTY, WASHINGTON;</p> <p>Lots 31, 32, 33, 34, 39, 40, 41, 50, 51, 52, 61, 62, 63, 72, 73, 74, and 75, ALL IN GREENBRIDGE DIVISION 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME xx OF PLATS, PAGES xx THROUGH xx INCLUSIVE, IN KING COUNTY, WASHINGTON.</p> <p>SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.</p>	
<b>Assessor's Property Tax Parcel/Account Numbers:</b>	To be inserted	

## EASEMENT FOR PEDESTRIAN ACCESS STAIRWAYS

THIS EASEMENT FOR PEDESTRIAN ACCESS STAIRWAYS AGREEMENT (“Easement Agreement”) is made effective as of \_\_\_\_\_ (“Effective Date”), by and between KING COUNTY HOUSING AUTHORITY, a Washington municipal corporation (“Grantor” or “KCHA”), and \_\_\_\_\_, (“Grantee”).

### RECITALS

- A. Grantor is the owner of certain real property located in the Plat of Greenbridge Division 2, which plat is located in King County, Washington. Specifically, Grantor owns Greenbridge Division 2 Tracts P-201, TR-206, TR-207 and TR-208 (the “Burdened Property” or the “Recreational Trail Tract”), as legally described as set forth on Exhibit A.
- B. Grantee has purchased from Grantor, and Grantee is currently the owner of, certain real property located in the Plat of Greenbridge Division 8, which plat is adjacent to the Burdened Property. A portion of Grantee’s property (the “Benefitted Properties”) is legally described as set forth in Exhibit B.
- C. Grantor wishes to grant and convey to the Grantee, and the Grantee wishes to accept from Grantor, an easement for each lot designated in Exhibit B, for purposes of constructing a pedestrian access stairway structure, which structure is subject to the written approval of Grantor as to its location, design and materials, and for use thereafter by the owner of each lot to access the Recreational Trail Tract (these individual easement areas are hereafter collectively referred to as the (“Pedestrian Access Stairway Easement Areas”).
- D. The Greenbridge Division 8 Plat, recorded under King County Recording No. \_\_\_\_\_, depicts the location of each Pedestrian Access Stairway Easement area for each lot within the Benefitted Properties.

### AGREEMENT

In consideration of the representations, warranties, covenants and agreements set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Grantee hereby agree as follows:

1. Grant of Easement. The Grantor hereby grants to Grantee, and its successors and assigns, a nonexclusive easement over, under, across and upon the Pedestrian Access Stairway Easement Areas, for purposes of providing each lot owner of the Benefitted Properties with a separate private pedestrian access to and from Grantee’s lot and the Recreational Trail Tract. The Grantees and their guests and invitees may use the stairway connected to their lot for their private access purposes, and the stairway shall not be used or otherwise available for use by the general public; provided that, any subsequent modification or repair to each stairway located within each



Pedestrian Access Stairway Easement Area, including gates or expansions to the stairways, may occur only with the express written permission of Grantor.

2. Maintenance Obligations. Within the Pedestrian Access Stairway Easement Area, Grantor shall provide for reasonable repair of the stairways due to wear and tear, and access for such purposes shall be reasonably provided by Grantees to Grantor; provided that, Grantees shall otherwise be responsible for all maintenance of the stairways as well as any damage caused by negligent or intentional acts of Grantee or other parties.

3. Covenant Runs with the Land. The terms of this Easement shall be a covenant running with the land and shall be binding on the heirs, successors and assigns of Grantor and Grantee.

4. Attorneys' Fees. In the event of any dispute arising from or relating to this Easement, the prevailing party in any such proceeding shall be entitled to recover its costs and reasonable attorneys' fees, including any such costs and fees on appeal.

5. Waiver. Failure of any party at any time to require performance of any provision of this Easement shall not limit the party's right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provisions or a waiver of the provision itself.

6. Applicable Law and Venue. This Easement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Easement shall be conducted in King County, Washington.

**GRANTOR:**  
KING COUNTY HOUSING AUTHORITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**GRANTEE:**  
[To Be Determined: FUTURE CONTRACTOR]  
A Washington limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that \_\_\_\_\_ personally appeared before me, is known to be the \_\_\_\_\_ of the KING COUNTY HOUSING AUTHORITY, a Washington municipal corporation, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said non-profit corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_  
(Print or type name)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that \_\_\_\_\_ personally appeared before me, is known to be the \_\_\_\_\_ of [To Be Determined: FUTURE CONTRACTOR, LLC], a Washington limited liability company, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_  
(Print or type name)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**  
**Easement Areas (Burdened Property)**

THE EAST 15.0 FEET OF TRACTS P-201, TR-206, TR-207, AND TR-208; AND

THE NORTH 15.0 FEET OF TRACT P-210;

ALL SITUATE IN GREENBRIDGE DIVISION 2, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 250 OF PLATS, PAGES 1 THROUGH 10, INCLUSIVE, IN KING COUNTY, WASHINGTON.

## **EXHIBIT B**

### **The Benefitted Properties**

Lots 31, 32, 33, 34, 39, 40, 41, 50, 51, 52, 61, 62, 63, 72, 73, 74, and 75, ALL IN GREENBRIDGE DIVISION 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME xx OF PLATS, PAGES xx THROUGH xx INCLUSIVE, IN KING COUNTY, WASHINGTON.

**EXHIBIT H**

**EASEMENT AND COVENANT FOR LANDSCAPING AND MAINTENANCE  
IN FRONT YARD AREAS**

**RECORDED AT THE REQUEST OF AND  
WHEN RECORDED RETURN TO:**

King County Housing Authority  
600 Andover Park West  
Seattle, WA 98188  
Attn: John E. Eliason

**AUDITOR/RECORDER'S INDEXING FORM**

<b>Document Title(s):</b>	EASEMENT FOR LANDSCAPING AND MAINTENANCE
<b>Grantor(s):</b>	[To Be Determined: (FUTURE CONTRACTOR)]
<b>Grantee(s):</b>	KING COUNTY HOUSING AUTHORITY; THE GREENBRIDGE ASSOCIATION
<b>Legal Description:</b>	PTN OF LOTS 9 THROUGH 26, INCLUSIVE, AND 84 THOUGH 91, INCLUSIVE,, ALL IN GREENBRIDGE DIVISION 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME xx OF PLATS, PAGES xx THROUGH xx INCLUSIVE, IN KING COUNTY, WASHINGTON.  SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.
<b>Assessor's Property Tax Parcel/Account Numbers:</b>	To be inserted

**EASEMENT AND COVENANT FOR LANDSCAPING AND MAINTENANCE  
IN FRONT YARD AREAS**

THIS EASEMENT AND COVENANT FOR LANDSCAPING AND MAINTENANCE IN FRONT YARD AREAS AGREEMENT (“Easement”) is made effective as of \_\_\_\_\_ (“Effective Date”), by and between KING COUNTY HOUSING AUTHORITY, a Washington municipal corporation (“Grantees” or “KCHA”), the Greenbridge Association, a Washington nonprofit corporation (“Grantees” or “Greenbridge Association”) and \_\_\_\_\_, (“Grantor”).

**RECITALS**

- A. \_\_\_\_\_, a Washington \_\_\_\_\_ (“Grantor”) is the current owner and developer of that certain real property legally described in Exhibit A, which property was subdivided pursuant to that certain plat known as Greenbridge Division 8 and recorded in \_\_\_\_\_, records of King County, Washington (hereafter this plat is referred to as “Greenbridge Division 8”);
- B. Grantor purchased the aforementioned property from KCHA, which sale included certain terms and conditions concerning the development and maintenance of Greenbridge Division 8; and
- C. Consistent with those terms and conditions, \_\_\_\_\_ desires to provide the Greenbridge Association the right, but not the obligation, to undertake certain landscape maintenance responsibilities concerning the front yard areas of certain lots within Greenbridge 8 legally described in Exhibit B (the “Landscaped Lots”), in order to better assure the attractive appearance of this residential community.

**AGREEMENT**

NOW, THEREFORE, in and for the consideration of the promises and undertakings set forth herein, the adequacy and sufficiency of which is admitted, Grantor does hereby grant, covenant, agree and declare as follows:

1. Grant of Easement and Covenant Concerning Landscaped Lots. Grantor hereby grants to the Greenbridge Association, a Washington non-profit corporation, the following easement for the following purposes:

A perpetual, non-exclusive easement over, across, upon and through each and every front yard areas of the Landscaped Lots as identified and described in Exhibit B

Exhibit H

(collectively the “Front Yard Areas”) is granted to the Greenbridge Association (“Grantee”) for purposes of maintaining the fence, the lawn and landscape plantings. Grantee may enter the Front Yard Areas to perform its maintenance activities at reasonable times of the day.

2. The Greenbridge Association’s Maintenance Obligations. It is expressly understood and agreed by Grantor that the Greenbridge Association shall have the right to determine, in its sole discretion, the frequency, type and degree of maintenance to occur concerning the lawn and plantings within the Front Yard Areas. The Greenbridge Association’s efforts in this regard may change from time to time, as circumstances may dictate. The costs of such maintenance activities shall be paid for by an annual supplemental assessment to be imposed pursuant to and in accordance with the Supplemental Declaration of Covenants, Conditions and Restrictions for Greenbridge 8, recorded under King County Recording No. \_\_\_\_\_.
3. Grantor’s Maintenance Obligations. Nothing herein shall relieve Grantor, or Grantor’s successors and assigns as it may concern the Landscaped Lots, with its own obligation to maintain at all times the appearance of the front yard areas of each Landscaped Lot in a healthy and attractive condition, including but not limited an obligation for adequately watering the lawns and plantings in the front yard area of each lot as well as doing so within the planting strips located within the street right-of-way adjacent to each lot. Except to the extent that Grantee undertakes its maintenance obligations Grantor, its successors and assigns shall otherwise be responsible for maintaining each lot in compliance with the Amended Declaration of Covenants, Conditions and Restrictions recorded under King County Recording No. \_\_\_\_\_, and any amendments thereto, as well as any adopted Greenbridge Association Rules and Regulations.
4. Covenant Runs with the Land. The terms of this Easement shall be a covenant running with the land and shall be binding on the heirs, successors and assigns of Grantor and Grantees.
5. Attorneys’ Fees. In the event of any dispute arising from or relating to this Easement, the prevailing party in any such proceeding shall be entitled to recover its costs and reasonable attorneys’ fees, including any such costs and fees on appeal.
6. Waiver. Failure of any party at any time to require performance of any provision of this Easement shall not limit the party’s right to enforce the provision. Waiver of any breach of any provision shall not be a waiver of any succeeding breach of the provisions or a waiver of the provision itself.
7. Applicable Law and Venue. This Easement shall be governed by and interpreted in accordance with Washington law. Any litigation arising out of or in connection with this Easement shall be conducted in King County, Washington.

**GRANTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:  
KING COUNTY HOUSING AUTHORITY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**GRANTEE:  
THE GREENBRIDGE ASSOCIATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_



STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that \_\_\_\_\_ personally appeared before me, is known to be the \_\_\_\_\_ of \_\_\_\_\_, a Washington \_\_\_\_\_, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said \_\_\_\_\_, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_  
(Print or type name)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that \_\_\_\_\_ personally appeared before me, is known to be the \_\_\_\_\_ of the KING COUNTY HOUSING AUTHORITY, a Washington municipal corporation, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_  
(Print or type name)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

The undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, affirms that \_\_\_\_\_ personally appeared before me, is known to be the \_\_\_\_\_ of the GREENBRIDGE ASSOCIATION, a Washington nonprofit corporation, who executed the foregoing instrument, and acknowledged this instrument to be the free and voluntary act and deed of said non-profit corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
\_\_\_\_\_  
(Print or type name)  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**EXHIBIT A**  
Legal Description of Greenbridge Division 8

GREENBRIDGE DIVISION 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME xx OF PLATS, PAGES xx THROUGH xx INCLUSIVE, IN KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**EXHIBIT B**  
**Easement Areas of the Landscaped Lots and Their Front Yard Areas**

THE FOLLOWING AREAS WITHIN GREENBRIDGE DIVISION 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME xx OF PLATS, PAGES xx THROUGH xx INCLUSIVE, IN KING COUNTY, WASHINGTON:

THE WEST 15.0 FEET OF LOTS 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 AND 26; and

THE NORTH 15.0 FEET OF LOT 10; and

THE WEST 10.0 FEET OF LOTS 84, 85, 86, 87, 88, 89, 90 AND 91;

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

**EXHIBIT I**  
**ASSIGNMENT AND ASSUMPTION AGREEMENT**

Exhibit I

**ASSIGNMENT AND ASSUMPTION OF  
AGREEMENT REGARDING THE  
GREENBRIDGE DIVISION 8 FINAL PLAT**

**THIS ASSIGNMENT** (the "Assignment") is made and entered into and effective as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between KING COUNTY HOUSING AUTHORITY, a Washington municipal corporation ("Assignor"), and \_\_\_\_\_, a \_\_\_\_\_ ("Assignee"), with reference to the following facts:

A. Assignor and Assignee entered into that certain Real Estate Purchase and Sale Agreement dated effective as of \_\_\_\_\_, 20\_\_\_, wherein Assignor agreed to sell to Assignee certain real property known as Greenbridge Division 8 described in the Purchase Agreement and on Exhibit A hereto (the "Property").

B. Assignor is a party to that certain Agreement Regarding the Greenbridge Division 8 Final Plat dated February 27, 2020 ("PASA"), pursuant to which Assignor agreed to complete Site Work, as such term is defined in the PASA, on the Property in accordance with the terms and conditions of the PASA. A copy of the PASA is attached hereto as Exhibit 1.

C. The PASA requires, among other things, that the purchaser of the Property agree, as a condition that survives closing of the sale of the Property, to complete the Site Work within the time frame set forth in the PASA, and to provide King County with adequate financial guarantees for all of the Site Work that has not yet received approval by King County, upon which agreement by Assignee Assignor shall be automatically relieved of any further obligations under the PASA.

D. As part of the sale of the Property to the Assignee, Assignor desires to assign to all of its rights and obligations under the PASA to Assignee, and Assignee desires to accept said assignment and assume all the obligations of Assignor under the PASA with respect to the Property, all according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the parties agree as follows:

1. Assignment of Purchase Agreement. Assignor hereby assigns and transfers to Assignee all of Assignor's rights and obligations under the PASA pursuant to the terms and conditions of the PASA.

2. Assumption of Purchase Agreement. Assignee hereby accepts the foregoing assignment and agrees to and hereby assumes all of the obligations of Assignor with respect to the Property pursuant to the terms and conditions of the PASA.

**Exhibit I**

3. Miscellaneous and Procedural.

3.1 Attorneys' Fees. In the event legal action is required or deemed necessary to interpret or enforce any term or provision of this Assignment, the prevailing party in such action shall be entitled to recover its costs incurred, together with reasonable attorneys' fees.

3.2 Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, representatives, and assigns.

3.3 Counterparts. This Assignment may be executed in one or more counterparts, all of which together will for all purposes constitute one agreement, binding upon both parties notwithstanding that both parties may not have signed the same counterpart.

3.4 Governing Law and Venue. This Assignment shall be construed according to the internal laws of the state of Washington. Venue for any action arising out of this Assignment shall be in the county in which the Property is located.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Assignment as of the date first above written.

**ASSIGNOR:**

KING COUNTY HOUSING AUTHORITY, a Washington municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT 1**

Agreement Regarding the Greenbridge Division 8 Final Plat



**AGREEMENT REGARDING THE  
GREENBRIDGE DIVISION 8 FINAL PLAT**

This AGREEMENT is made and entered into this 27th day of February, 2020, between the King County Department of Local Services, Permitting Division, hereinafter called the COUNTY, and King County Housing Authority, a Washington municipal corporation, hereinafter called PUBLIC AGENCY.

**Basis for AGREEMENT:**

WHEREAS the PUBLIC AGENCY and the COUNTY have entered into that certain Public Agency Agreement for Performance (FING 19-0023), which agreement is attached as Exhibit A and by this reference is incorporated herein and made a part of this Agreement; and

WHEREAS the Greenbridge Master Plat (King County Vol. 231 of Plats, pgs. 006 - 022) provided for a phased development of a minimum of 744 dwelling units, a maximum of 1,100 dwelling units, and involving a maximum number of 721 lots, all of which will conform to the development standards as set forth in the Hearing Examiner's decision in DDES File No. L03P0022 and L03VA0006 (the "Greenbridge Project"); and

WHEREAS the PUBLIC AGENCY affirms that it has been diligently implementing the Greenbridge Project over the years by bringing to market several phased portions of the Greenbridge Master Plat, which to date has involved approval of a total of 7 final plats; and

WHEREAS the PUBLIC AGENCY further affirms there remains but one additional area within the Greenbridge Master Plat that needs to be marketed and prepared for final plat approval (the future "Greenbridge Division 8"), but the market conditions currently and in the near future are not favorable due to a surplus of residential lots in the general area of the Greenbridge Project, including 5 separate residential projects currently ongoing within the Greenbridge Master Plat itself; and

WHEREAS the deadline for obtaining approval of the final plat of Greenbridge Division 8 is July 16, 2021, and the PUBLIC AGENCY reasonably believes that unless it is allowed to obtain final plat approval prior to completing the associated plat infrastructure improvements there is a danger that it will not be able to meet this deadline; and

WHEREAS the Public Agency desires to record the final plat of Greenbridge Division 8 prior to completing all of the construction of plat infrastructure, and instead proposes to identify the infrastructure to be completed after recording this final plat in an acceptable bond quantity worksheet and to enter into a performance agreement (PASA) with the County to guarantee completion of that infrastructure work; and

WHEREAS as a condition of obtaining approval of the final plat of Greenbridge Division 8 and as a condition for the recording of said plat, the PUBLIC AGENCY will prepare and submit a Bond Quantity Worksheet to the County for all of the associated plat infrastructure improvements to be completed by it, and must obtain approval of same by the COUNTY's Director of Permitting Division (the "Site Work"), in order to obtain final plat approval and record this plat; and

WHEREAS upon approval by the COUNTY of the Site Work as set forth in the approved Bond Quantity Worksheet and PASA, a copy of this Worksheet and PASA shall be attached to and become Exhibit B to this Agreement; and

WHEREAS the PUBLIC AGENCY has agreed to undertake the successful performance to complete the Site Work for the Project following approval and recording of the final plat of Greenbridge Division 8, which work will be completed pursuant to King County Ordinance 12020 and King County Code Titles 14 and 19A; and

WHEREAS the PUBLIC AGENCY agrees that no lots or tracts located within the final plat of Greenbridge Division 8 shall be conveyed to another person or entity ("the Assignee") without financial guarantees for the completion of all Site Work by the Assignee.

NOW THEREFORE, the PUBLIC AGENCY hereby agrees and binds itself and its legal representatives, successors, and assigns as follows:

**Terms of the AGREEMENT:**

1. The PUBLIC AGENCY or the PUBLIC AGENCY'S representatives shall successfully perform or cause to be performed the construction of all of the Site Work. The PUBLIC AGENCY or the PUBLIC AGENCY'S representatives shall also be responsible for payment of all materials and supplies for the carrying on and completion of the Site Work, all of which shall be done in full compliance with the construction plans and profiles as approved by the COUNTY, including any approved amendments thereto, and shall otherwise fully conform to all applicable ordinances, standards and specifications.

2. The Site Work shall be completed no later than two (2) years following recording of the final plat of Greenbridge Division 8; provided that, the PUBLIC AGENCY or its Assignee shall be entitled to an administrative extension(s) of up to a total of three (3) additional years if the PUBLIC AGENCY or its Assignee requests an extension from the COUNTY's Permitting Division in writing prior to the expiration of the initial 2 year period or any prior extension previously granted. Completion of the Site Work for purposes of this Agreement shall mean that all of the Site Work has been completed and written approval from the COUNTY has been issued stating that said work has been fully and satisfactorily completed (the "Site Work Approval").
3. If the Site Work has not been timely completed by the PUBLIC AGENCY, then the COUNTY may provide the PUBLIC AGENCY or its Assignee with written notice of same. Upon receipt of any such notice, the PUBLIC AGENCY or its Assignee shall have one hundred and twenty (120) days in which to apply for, seek and obtain a vacation of the final plat of Greenbridge Division 8.
4. The PUBLIC AGENCY or the PUBLIC AGENCY'S representatives shall deposit funds in the amount of \$5,313.00 with the COUNTY's Permitting Division to be spent by the COUNTY solely to defray costs of vacating the final plat of Greenbridge Division 8 should Site Work Approval not be obtained for all of the Site Work within the time constraints identified in Section 2 of this Agreement. If Site Work Approval is obtained pursuant to Section 2 of this AGREEMENT, the funds on deposit shall be returned to the PUBLIC AGENCY.
5. The PUBLIC AGENCY shall not convey any of the lots or tracts located within the final plat of Greenbridge Division 8 to another person or entity (the "Assignee") prior to the PUBLIC AGENCY receiving the Site Work Approval from the COUNTY for all of the completed Site Work, unless the purchase and sale agreement between the PUBLIC AGENCY and the Assignee expressly provides, as a condition of sale and as a condition that survives closing of the sale, that the Assignee:
  - a. Complies with the terms set forth in Section 2 of this AGREEMENT; and
  - b. Provides the COUNTY with its own adequate financial guarantees for all of the Site Work that has not yet received Site Work Approval (the "Alternative Financial Guarantee"), as determined by the COUNTY's Director of the Permitting Division in their sole discretion, reasonably exercised.

Upon acceptance of the Alternative Financial Guarantee by the COUNTY, the PUBLIC AGENCY will thereafter be automatically relieved of any further obligations to install or construct the Site Work, and this AGREEMENT between the PUBLIC AGENCY and the COUNTY shall thereafter terminate.

6. Any failure by the PUBLIC AGENCY or its Assignee to comply with the terms of this AGREEMENT in a timely manner shall constitute default. Any action or inaction by King County following any default in any term or condition of this AGREEMENT shall not be deemed to waive any rights of King County pursuant to this AGREEMENT.
7. The PUBLIC AGENCY shall indemnify and hold the COUNTY and its agents, employees and/or officers harmless from and shall process and defend at its own expense all claims, damages, suits at law or equity, actions, penalties, losses, or costs of whatsoever kind or nature, brought against the COUNTY arising out of, in connection with, or incident to the execution of this AGREEMENT and/or the PUBLIC AGENCY's performance or failure to perform any aspect of the AGREEMENT. Provided, however, that nothing herein shall require the PUBLIC AGENCY to hold harmless or defend the COUNTY from any claim arising from the sole negligence of the COUNTY's agents, employees and/or officers.
8. In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action or proceeding shall be brought in a court of competent jurisdiction situated in King County, Washington.
9. **Release Requirements:** Except as provided otherwise in Section 5 herein, this AGREEMENT shall remain in full force and effect and shall not be released until all terms of this AGREEMENT have been completed to the satisfaction of the County or their designee.

\*\*\*\*\*Signature page follows immediately\*\*\*\*\*



IN WITNESS THEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

**APPLICANT**

**APPLICANT'S MAILING ADDRESS**

[Signature]  
Signature  
Executive Director  
Title  
Date: 2/27/2020  
Email Address: Stephen@KCHA.org

600 Anderson Park West  
Tukwila, WA 98188  
Phone Number 206.574.1100

State of Washington, County of King

I certify that I know or have seen satisfactory evidence that Stephen Norman is the Exec Director of the King County Housing Authority, and that he/she signed this instrument and acknowledged it to be the free and voluntary act for the uses and purposes mentioned in this instrument.



Dated: 2/27/2020  
Signature of Notary Public: [Signature]  
Printed Name: Kami Robinson  
NOTARY PUBLIC in and for the State of Washington  
Residing at: Pierce Co.  
My Appointment Expires: 5.29.23

On Behalf of the COUNTY

[Signature] Director 3/8/20  
Signature Title Date

**EXHIBIT A**  
**PASA (FING 19-0023)**



**King County**  
**Permitting Division,**  
**Department of Local Services**  
 35030 SE Douglas St., Ste. 210  
 Snoqualmie, WA 98065-9266  
 206-296-6600 TTY Relay: 711

EXHIBIT A

**PUBLIC AGENCY  
 AGREEMENT FOR  
 PERFORMANCE**

**Activity No.** FING19-0023 **Project No.** L03P0022/STRV17-0006/LUIS19-0011  
**Project Title** Greenbridge Division 8  
**Site Location** Parcel 243490-0130  
**Applicant** Hope VI/Park Lake Homes, KC Housing Authority

WHEREAS, King County issued a permit (the "permit") for the above-named project, and incorporated herein by reference; and

WHEREAS, the permit requires the Applicant to construct and/or perform specific conditions; and

WHEREAS, this Agreement is intended to clarify procedures for and consequences of the Applicant's failure to comply with the specific requirements and conditions of the permit; now, therefore, it is hereby

AGREED as follows:

1. Upon receiving notification from King County that the conditions of the permit have not been implemented or have otherwise failed, the Applicant shall undertake and complete any corrective or remedial work identified by King County.

2. The Applicant shall perform corrective or remedial work within the time period required by King County as set forth in its notification.

3. An informal conference may be conducted at any time at the request of the Director or the Applicant for the purposes of improving communications between concerned parties, and providing a forum for the efficient resolution of any violation. As a result of information developed at the conference, the Director may affirm, modify or revoke the notification.

4. If the Applicant and King County are unable to resolve outstanding issues, King County shall invoke the enforcement process in K.C.C. Title 23.

5. The obligations of Applicant under this Agreement shall not be discharged and shall remain in effect in the event of any extension of time for the Applicant's performance or any amendment of the engineering, sensitive area or landscaping plans used for construction of the project.

6. The rights and obligations of King County under the Agreement may be transferred to any successor jurisdiction without notice to the Applicant if the project becomes part of an incorporated area.

**APPLICANT:**

**APPLICANT'S MAILING ADDRESS:**

\_\_\_\_\_  
 (Signature of Agency Director)

\_\_\_\_\_  
 (title)

\_\_\_\_\_  
 (print name)

Date : \_\_\_\_\_

Applicant's Phone No. : \_\_\_\_\_

Email Address: \_\_\_\_\_

**It is the Applicant's responsibility to notify King County of any change in address and telephone numbers.**

State of Washington, County of \_\_\_\_\_

I certify that I know or have seen satisfactory evidence that \_\_\_\_\_ signed this instrument and acknowledges it to be his/her free and voluntary act for the uses and purposes mentioned in this instrument.

(Notary Seal or Stamp for Applicant)

Dated: \_\_\_\_\_

Signature of Notary Public: \_\_\_\_\_

Title: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

Received for King County By: \_\_\_\_\_

Date: \_\_\_\_\_

**F I N G 1 9 - 0 0 2 3**

**EXHIBIT B**

**Bond Quantity Worksheet (to be provided after approval by King County)**

# Exhibit B Site Improvement Bond Quantity Worksheet

Web date: 04/03/2015

Original bond computations prepared by: Joss Gramstad Date: 6/26/2019  
 Name: 32120 Tel. #: 206-622-5822  
 PE Registration Number: KPFF Consulting Engineers, Inc.  
 Firm Name: 1601 Fifth Ave, Suite 1600, Seattle 98101 Project No: Greenbridge Division 8  
 Address: \_\_\_\_\_

## FINANCIAL GUARANTEE REQUIREMENTS

	PERFORMANCE BOND* AMOUNT	MINIMUM BOND* AMOUNT REQUIRED FOR RECORDING OR TEMPORARY OCCUPANCY AT SUBSTANTIAL COMPLETION ***	PUBLIC ROAD & DRAINAGE MAINTENANCE/DEFECT BOND*
Stabilization/Erosion Sediment Control (ESC)	(A) \$ 229,532.7		
Existing Right-of-Way Improvements	(B) \$ 581,666.7		
Future Public Right of Way & Drainage Facilities	(C) \$ 2,529,405.3		
Private Improvements	(D) \$ 1,487,724.8		
Calculated Quantity Completed			
Total Right-of Way and/or Site Restoration Bond**/** (First \$7,500 of bond* shall be cash.)	(A+B) \$ 811,199.5		
Performance Bond* Amount (A+B+C+D) = TOTAL	(T) \$ 4,828,329.6	T x 0.30 \$ 1,448,498.9 Minimum is \$2000.	(B+C) x 0.25 = \$ 777,768.0 Minimum is \$2000.
Maintenance/Defect Bond* Total			

NAME OF PERSON PREPARING BOND\* REDUCTION: \_\_\_\_\_ (IN PROGRES) Date: \_\_\_\_\_ (IN PROGRES)

\* NOTE: The word "bond" as used in this document means a financial guarantee acceptable to King County.  
 \*\* NOTE: KCC 27A authorizes right of way and site restoration bonds to be combined when both are required. The restoration requirement shall include the total cost for all TESC as a minimum, not a maximum. In addition, corrective work, both on- and off-site needs to be included. Quantities shall reflect worse case scenarios not just minimum requirements. For example, if a salmonid stream may be damaged, some estimated costs for restoration needs to be reflected in this amount. The 30% contingency and mobilization costs are computed in this quantity.  
 \*\*\* NOTE: Per KCC 27A, total bond amounts remaining after reduction shall not be less than 30% of the original amount (T) or as revised by major design changes.

REQUIRED BOND\* AMOUNTS ARE SUBJECT TO REVIEW AND MODIFICATION BY KING COUNTY