Greenbridge Division 8 Land Offering Addendum Number 1 September 23, 2020

Questions from Interested Builder/Developers:

Could you confirm the monthly dues for the General Assessment for the Greenbridge Association?

The Greenbridge General Assessment is \$79 for the 2021 budget.

Is there irrigation in the parks?

Irrigation is required by design guidelines for all parks. Design/build irrigation similar in quality to that shown in Cornerstone Park is required at parks 2 through 6 and trail park parcels. Electrical meters and irrigation meters are shown in the plans. At Cornerstone Park, irrigation connection will need to be relocated to the irrigation meter constructed with infrastructure.

Is there a process to submit electronic file offerings instead of hard copy?

Please provide electronic pdf files and hard copy documents for the offering submittal. Please send an email with receipt for electronic pdf offering to:

John Eliason johne@kcha.org

Can we have a copy of the title report?

A pdf copy of the title report is included with this addendum.

When will the final plat for Division 8 be recorded?

The final plat is in final signature now at the King County Assessor's office. The recorded final plat is intended to be included with the next addendum. The final CC&R amendment has been recorded and is included with this addendum.

What will the sign at Cornerstone park look like?

Renderings of the park and entry sign are included with the virtual presentation referenced below. The information is found on slide 3.

What are the expectations for the offering submittal of architectural plans? Are interior plans required?

General requirements for the offering should include color elevations of homes showing character and variety as required in the design guidelines and Division 8 Supplement. Interiors of homes are not required for the offering but examples would be appreciated. A lot fit plan showing home footprints and keyed to elevations is needed. Architectural narrative should describe the character, themes and variety displayed in the color elevations and variety of lot types.

Could we have a virtual conference with information and pictures for our remote architect?

Yes. A virtual presentation is an option. A copy of the picture presentation is attached for information.

Issued By:



Guarantee/Certificate Number:

0126588-06 Revision 4th Guarantee

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company

GUARANTEES

King County Housing Authority and Goldsmith Land Development Services

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

- 1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
- 2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company of Washington 701 5th Avenue, Suite 2700 Seattle, WA 98104

Countersigned By:

Authorized Officer or Agent

naturel 1

ON ORPORA J. SEAL

Chicago Title Insurance Company

Ву:

President

Attest:

Secretary

ISSUING OFFICE: Title Officer: Seattle Builder / Unit 16 Chicago Title Company of Washington 701 5th Avenue, Suite 2700

Seattle, WA 98104 Phone: (206)628-5623 Main Phone: (206)628-5623 Email: CTISeattleBuilderUnit@ctt.com

SCHEDULE A

Liability	Premium	Tax
\$1,000.00	\$500.00	\$50.50

Effective Date: May 26, 2020 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is vested in:

The Housing Authority of the County of King

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

EXHIBIT "A"

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.

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

SPECIAL EXCEPTIONS

- 1. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- 2. 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 appurtenances

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.

3. 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

- This item intentionally deleted 4.
- 5. 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 No. 20060725000742 and Recording No. 20080617001168, and by Affidavits of Correction recorded under Recording No. 20070125002400, and Recording No. 20080709000956 and Recording No. 20110628000711.

A Declaration of Compliance with Plat Conditions was recorded under Recording No. 20100419001792.

(continued)

Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to 6. 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.

7. 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.

8. 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 No. 20090630000227 and Recording No. 20101008900003.

A Declaration of Compliance with Plat Conditions was recorded under Recording Number 20100419001793.

9. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year. 2020

Tax Account No.: 289581-0130-09

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 Unpaid: \$0.00 Affects: Lot 13

(continued)

10. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0140-07

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 Unpaid: \$0.00 Affects: Lot 14

11. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0150-04

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 Unpaid: \$0.00 Affects: Lot 15

12. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0160-02

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 Unpaid: \$0.00 Affects: Lot 16

(continued)

13. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0170-00

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 Unpaid: \$0.00 Affects: Lot 17

14. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0280-07

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 \$0.00 Unpaid:

Affects: Parcel Z-203

15. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0290-05

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 Unpaid: \$0.00 Parcel Z-204 Affects:

(continued)

16. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

289581-0300-03 Tax Account No.:

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 Unpaid: \$0.00

Affects: Parcel Z-205

17. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0310-01

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 \$0.00 Unpaid:

Affects: Parcel Z-206

18. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0320-09

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 Unpaid: \$0.00 Affects: Parcel Z-207

(continued)

19. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0330-07

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 Unpaid: \$0.00

Affects: Parcel Z-208

20. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0340-05

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 \$0.00 Unpaid:

Affects: Parcel Z-209

21. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0350-02

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 Unpaid: \$0.00 Affects: Parcel Z-210

(continued)

22. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

289581-0360-00 Tax Account No.:

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 Unpaid: \$0.00 Affects: Parcel Z-211

23. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0370-08

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 \$0.00 Unpaid: Affects: Parcel Z-212

24. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0380-06

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 Paid: \$11.39 Unpaid: \$0.00 Affects: Parcel Z-213

(continued)

25. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0390-04

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39
Paid: \$11.39
Unpaid: \$0.00
Affects: Parcel Z-214

26. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0400-02

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39
Paid: \$11.39
Unpaid: \$0.00
Affects: Parcel Z-215

27. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0410-00

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39
Paid: \$11.39
Unpaid: \$0.00
Affects: Parcel Z-216

- 28. This item intentionally deleted.
- 29. This item intentionally deleted.
- 30. This item intentionally deleted

(continued)

31. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020 Tax

Account No.: 289581-0540-03

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$11.39 \$11.39 Paid: Unpaid: \$0.00 Affects: Tract P-209

32. Special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2020

Tax Account No.: 289581-0550-00

Levy Code: 3705

Assessed Value-Land: \$not disclosed Assessed Value-Improvements: \$not disclosed

General and Special Taxes:

Billed: \$550.38 Paid: \$275.19 Unpaid: \$275.19 Affects: Tract P-210

- 33. This item intentionally deleted
- 34. The property herein described is carried on the tax rolls as exempt. However, it will become taxable on the date of the execution of a conveyance to a taxable entity and subject to the lien of real property taxes for the balance of the year from that date:

Tax Account Nos.:

289581-0130-09, 289581-0140-07, 289581-0150-04, 289581-0160-02, 289581-0170-00, 289581-0280-07, 289581-0290-05, 289581-0300-03, 289581-0310-01, 289581-0320-09, 289581-0330-07, 289581-0340-05, 289581-0350-02, 289581-0360-00, 289581-0370-08, 289581-0380-06, 289581-0390-04, 289581-0400-02, 289581-0410-00, 289581-0540-03 and 289581-0550-00.

3780 Levy Code:

35. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

(continued)

36. 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

Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

Lts 13-17, Pars Z-203 thru Z-216, Trs P-209 and P-210, Greenbridge #2, Vol 250, pgs 1-10 Tax Account No.: 289581-0130-09, 289581-0140-07, 289581-0150-04, 289581-0160-02, 289581-0170-00, 289581-0280-07, 289581-0290-05, 289581-0300-03, 289581-0310-01, 289581-0320-09, 289581-0330-07, 289581-0340-05, 289581-0350-02, 289581-0360-00, 289581-0370-08, 289581-0380-06, 289581-0390-04, 289581-0400-02, 289581-0410-00, 289581-0540-03 and 289581-0550-00

END OF SCHEDULE B

Instrument Number: 20200916000054 Document: AMDCN Rec: \$110.50 Page-1 of 8

Record Date:9/16/2020 7:47 AM

Electronically Recorded King County, WA

Return Address:

c/o Johns Monroe Mitsunaga Koloušková PLLC ATTN: Darrell S. Mitsunaga 11201 SE 8th Street, Suite 120 Bellevue, WA 98004

AUDITOR/RECORDER'S INDEXING FORM

Document Title(s):	SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GREENBRIDGE 8		
Reference Number(s) of Documents referenced:		20051108000259 and 20071130001602 (referenced)	
Grantor(s):	KING COUNTY HOUSING AUTHORITY		
Grantee(s):	KING COUNTY HOUSING AUTHORITY; GREENBRIDGE ASSOCIATION, SUCCESSORS AND ASSIGNS		
Legal Description: (abbreviated)	PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N 1/4, SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON		
	Additional Legal des	scription is on page 2 of this document.	
Assessor's Property	289581-0130-09, 289581-0140-07, 289581-0150-04, 289581-0160-02,		
Tax Parcel/Account Number:	289581-0170-00, 289581-0280-07, 289581-0290-05, 289581-0300-03,		
	289581-0310-01, 289581-0320-09, 289581-0330-07, 289581-0340-05, 289581-0350-02, 289581-0360-00, 289581-0370-08, 289581-0380-06,		
	289581-0390-04, 289581-0400-02, 289581-0410-00, 289581-0540-03		
	and 289581-0550-00	,	

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS APPLICABLE TO THE REAL PROPERTIES OF THE GREENBRIDGE COMMUNITY REFERRED TO HEREAFTER AS GREENBRIDGE 8 ("Supplemental Declaration") is made on this Long day of Long and thousing Authority ("Declarant"), which is the Declarant for the development known as the Master Plat of Greenbridge (recorded under King County Recording No. 20051108000259) situated in the State of Washington, County of King. This Supplemental Declaration is imposed pursuant to the authority of the Declarant set forth in Section 10.1 of the Amended Declaration of Covenants,

Instrument Number: 20200916000054 Document: AMDCN Rec: \$110.50 Page-2 of 8

Record Date:9/16/2020 7:47 AM King County, WA

Conditions, and Restrictions for Greenbridge recorded under King County Recording No. 20071130001602 (the "Amended Declaration").

All capitalized words and phrases in this Supplemental Declaration shall have the same meaning as set forth in Article 1 of the Amended Declaration, unless separately defined herein.

PURPOSE AND INTENT OF SUPPLEMENTAL DECLARATION FOR GREENBRIDGE VIII

Division 8 of the Greenbridge Master Plat, which master plat has been recorded under King County Recording No. 20051108000259, will be developed such that vehicular access for certain Lots within Greenbridge Division 8 will be from private access tracts and/or an access/alley tract (collectively, "Private Access Tracts and Access/Alley Tract"). Regular maintenance and repair of these Private Access and Access/Alley Tract will help preserve the value of the homes within Greenbridge Division 8, as well as preserve the value of the overall Greenbridge community.

In addition, some of the Lots within the Greenbridge Division 8 may have equipment that intrudes into the setbacks of other property within the Greenbridge community, consent to which is in the best interests of the Greenbridge community.

PROPERTY SUBJECT TO SUPPLEMENTAL DECLARATION

This Supplemental Declaration applies to the following described 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 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.

(referred to herein as "Greenbridge Division 8").

NOW, THEREFORE, the undersigned hereby covenants, agrees, and declares that the Lots within Greenbridge Division 8 and the Private Access Tracts and Access/Alley Tract, as defined herein, and the buildings and structures to be constructed thereon are, and will be, held, sold, and conveyed subject to and burdened by the following supplemental covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and desirability of said Lots for the benefit of the Owners thereof, their heirs, successors, grantees,

Instrument Number: 20200916000054 Document: AMDCN Rec: \$110.50 Page-3 of 8

Record Date:9/16/2020 7:47 AM King County, WA

and assigns. All provisions of this Declaration shall be binding upon all parties having or acquiring any right, title, or interest in the Greenbridge Division 8 Lots and the Private Access Lots and Access/Alley Tract, or any part thereof, and shall inure to the benefit of the Owners thereof and to the benefit of the Association and are intended to be and shall in all respects be regarded as covenants running with the land.

ARTICLE I

TERMS AND DEFINITIONS

- 1.1 <u>Governing Terms</u>. The Association and Declarant hereby reconfirm and state that Greenbridge Division 8 is subject to the Amended Declaration, as well as subject to this Supplemental Declaration.
- 1.2 <u>Administration</u>. The Association shall be assigned the duties and powers of administering and enforcing the terms of this Supplemental Declaration, and collecting and disbursing the supplemental assessments and charges hereinafter created.

1.3 Definitions.

- 1.3.1 <u>Private Access Lots</u>. "Private Access Lots" shall mean and refer to all Lots subject to this Supplemental Declaration that use the Private Access Tracts or Access Alley Tract as the principal means of vehicular access to such Lot.
- 1.3.2 <u>Private Access Tracts</u>. "Private Access Tracts" shall mean and refer to Tracts A-801 through A-805, inclusive, as identified on the approved plat map for Greenbridge Division 8.
- 1.3.3 Access/Alley Tract. "Access/Alley Tract" shall mean and refer to Tract A-806 as identified on the approved plat map for Greenbridge Division 8.
- 1.3.4 <u>Private Access Tract Maintenance Plan</u>. "Private Access Tract/Access Alley Tract Maintenance Plan" shall mean and refer to the plan adopted by the Association, as may be amended from time to time, for the repair and maintenance of Private Access Tracts and Access/Alley Tract.

ARTICLE II

MAINTENANCE PROVISIONS FOR THE PRIVATE ACCESS TRACTS AND ACCESS/ALLEY TRACT

2.1 Following completion of the installation of the improvements for vehicular travel within a Private Access Tract and Access/Alley Tract, the Association will be responsible for the general routine maintenance and routine repair of the Private Access Tract and Access/Alley Tract to the extent set forth in the adopted Private Access Tract/Access Alley Tract Maintenance Plan.

Instrument Number: 20200916000054 Document: AMDCN Rec: \$110.50 Page-4 of 8

Record Date:9/16/2020 7:47 AM King County, WA

2.2 The specific terms and conditions of the maintenance and repair obligations shall be set forth in the Private Access Tract/Access Alley Tract Maintenance Plan, which plan may include the following items and terms:

- a. Provide for the reasonable, general maintenance and upkeep of the improvements and facilities within the Private Access Tract and Access/Alley Tract area, as may be consistent with the Association's adopted budget for these purposes and the supplemental assessments actually collected by the Association;
- b. Unless the Association specifically otherwise agrees within its adopted Private Access Tract/Access Alley Tract Maintenance Plan, the Association will not be responsible for monitoring or enforcing traffic safety violations that may occur within a Private Access Tract and Access/Alley Tract area, including unauthorized parking;
- c. The Association will not be responsible for removing or clearing snow or ice during or as a result of inclement weather;
- d. The Association will not be responsible for clearing or trimming vegetation or overgrowth;
- e. The Association will not be responsible for or required to respond to individual requests to repair minor maintenance issues such as potholes or cracks in the pavement; and
- f. The Association will be responsible for only those obligations as set forth in the adopted Private Access Tract/Access Alley Tract Maintenance Plan; provided that, except for those repair obligations which reasonably require a more immediate response and for which the Association is reasonably notified beforehand constitutes an imminent danger, the Association shall have the discretion to schedule those repairs as part of its regular repair program and as may be consistent with its budget and finances for such repairs.

ARTICLE III

FRONT YARD LANDSCAPING

Lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 26, 84, 85, 86, 87, 88, 89, 90 and 91 of Greenbridge Division 8 ("Front Yard Landscaping Lots") will be subject to an easement and covenant for landscaping and maintenance in the front yard areas of said Lots ("Front Yard Landscaping Easements"). The terms, conditions, and area of said easement shall be determined during the course of development of the Lots. The Association will be responsible for the maintenance of the fence, lawn, and landscaping within the easement area of said Lots.

Instrument Number: 20200916000054 Document: AMDCN Rec: \$110.50 Page-5 of 8

Record Date:9/16/2020 7:47 AM King County, WA

ARTICLE IV

PRIVATE ACCESS TRACT, ACCESS/ALLEY TRACT AND FRONT YARD LANDSCAPING EASEMENT ASSESSMENTS

- 4.1 The Board of Directors shall determine, as part of the annual Association budget process, the anticipated costs of the repair and maintenance activities for the Private Access Tracts, Access/Alley Tract, and Front Yard Landscaping Easements, as authorized by this Supplemental Declaration, and shall establish an additional amount deemed appropriate by the Board to fund a reserve account for repair and maintenance of the components of the improvements, repairs and maintenance for which the Association has assumed responsibility. Review, approval and ratification of the Association's annual budget shall occur in the manner established by the Declaration and the Bylaws of the Association. The Board may, as necessary, retain consultants to prepare cost analyses and reserve studies to assist in its decision making process. The cost of such analyses and studies shall be included in the costs used to determine the amount of the supplemental assessments authorized by this Supplemental Declaration for the Private Access Lots and Front Yard Landscaping Lots.
- 4.2 The Association shall impose an annual supplemental assessment against the Private Access Lots and Front Yard Landscaping Lots, for the anticipated costs of the repair and maintenance activities authorized by this Supplemental Declaration, as well as any additional amount as may be deemed appropriate by the Board to fund the reserve accounts for the Private Access Lots and Front Yard Landscaping Lots. The Board shall include in such costs any and all administrative costs incurred in any manner resulting from the Association's activities related of this Supplemental Declaration, or any other costs of management, accounting, legal or other professional services incurred for any reason as the result of the Association's responsibilities related to this Supplemental Declaration.
- 4.3 The amount of the annual supplemental assessments shall be the amount included in the annual budget for the anticipated costs of the repair and maintenance activities authorized by this Supplemental Declaration, plus the amount budgeted for the reserve account divided by the number of Lots which are obligated to pay such annual supplemental assessments pursuant to this Supplemental Declaration. These costs shall be apportioned among the various Lots subject to this Supplemental Declaration, in any manner deemed fair by the Association under the particular circumstances.
- 4.4 Any Tracts within the property to this Supplemental Declaration will not give rise to an obligation of the owner of the Tract to pay any annual supplemental assessments.
- 4.5 The Board shall annually review the costs, assessments and effectiveness of the repair and maintenance activities authorized by this Supplemental Declaration to determine whether to alter either the list of work to be performed or the frequency or precise scope of the work to be undertaken, and the adequacy of the reserve fund.

Instrument Number: 20200916000054 Document: AMDCN Rec: \$110.50 Page-6 of 8

Record Date:9/16/2020 7:47 AM King County, WA

4.6 In the event that the actual cost of the repair and maintenance activities in any year is less than the amount collected by the annual supplemental assessments, the Board may (1) modify the annual supplemental assessment for the following year to adjust for the difference; (2) transfer the excess amount to the reserve fund; and/or (3) otherwise adjust the assessments as the Board, in its discretion, deems most appropriate given the ultimate objective of reasonably balancing the annual supplemental assessments and costs over time.

4.7 In the event that the actual cost of the repair and maintenance activities in any year is more than the amount collected by the annual supplemental assessments, the Board may (1) modify the supplemental assessment for the following year to adjust for the difference; (2) transfer the excess amount from the reserve fund to pay the cost overrun; (3) impose an additional supplemental special assessment against the Private Access Lots, as the case may be, in an amount necessary to balance the budget; and/or (4) otherwise adjust the assessments as the Board, in its discretion, deems most appropriate given the ultimate objective of reasonably balancing the supplemental assessments and costs over time.

ARTICLE V

ENCROACHMENTS

- 5.1 Freestanding air conditioners and heat pumps may project into or be located within a setback abutting a Lot. The Association, as owner of the Common Areas, and 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 Common Area or Lot within Greenbridge Division 8, subject to the following conditions: (1) written approval is granted by the 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.
- 5.2 To the extent King County's Department of Local Services requires an abutting owner to provide a signed and notarized signature to a document authorizing such equipment to be located closer than five feet of an abutting property line, an officer of the Association, or their designee, shall be considered as the abutting owner's attorney-in-fact for such purposes, and the signature of that officer or their designee shall fully suffice and shall otherwise constitute sufficient evidence of the abutting owner's permission. Furthermore, any such required King County document may be recorded.
- 5.3 The terms and conditions of this Article V shall be considered a covenant that runs with the land.

Instrument Number: 20200916000054 Document: AMDCN Rec: \$110.50 Page-7 of 8

Record Date:9/16/2020 7:47 AM King County, WA

ARTICLE VI

ANIMALS

6.1 No animals, livestock, or poultry of any kind shall be raised, bred, or kept in Greenbridge Division 8; provided that: (a) up to three (3) conventional household pets may be kept on a Lot or in a Living Unit, without need of any approval from the Board; and (b) any additional conventional household pets beyond a total of three (3) may only be kept on a Lot or in a Living Unit if written permission is granted by the Board pursuant to the Amended Declaration.

ARTICLE VI

MISCELLANEOUS

- 6.1 Advisory Committee(s). The Board may, but is not required to, form an Advisory Committee consisting of one or more of the Owners of the Private Access Lots, to be appointed from time to time by the Board and to serve such terms as the Board deems appropriate. Such an Advisory Committee(s), if created, shall be authorized to provide input to the Board regarding the type and frequency of repair and maintenance work to be performed pursuant this Supplemental Declaration; and provide advice and recommendations regarding the anticipated costs of such work, as well as the amount of the reserve fund and the amount of the annual supplemental assessments authorized pursuant this Supplemental Declaration. In all cases, the role of the Advisory Committee shall be advisory only and the decisions of the Board shall be final.
- 6.2 <u>Commencement of Obligation to Pay Annual Supplemental Assessments.</u>
 Notwithstanding any provision to the contrary in the Declaration, the obligation to pay any annual supplemental assessments imposed pursuant to this Supplemental Declaration shall commence on the first day of the month following the issuance of a Certificate of Occupancy or its equivalent, or the closing of the sale or lease of a home on a Lot subject to this Supplemental Declaration to any party other than the builder who constructed the home, whichever event occurs later.
- 6.3 Addition of Other Properties. The Declarant shall have the sole authority, in its discretion, to expand the application of this Supplemental Declaration to any additional Lots within Greenbridge Division 8 which have access from a Private Access Tract and Access/Alley Tract.
- 6.4 <u>Interpretation</u>. Except as set forth herein, all other provisions of the Amended Declaration shall remain in full force and effect with regard to the real property subject to this Supplemental Declaration. In the case of a direct conflict between the Amended Declaration and this Supplemental Declaration, the terms of this Supplemental Declaration shall control, provided that both the Amended Declaration and this Supplemental Declaration shall be construed, if possible, in a manner which gives meaning to both and which accomplishes the goals and objectives of both.

Instrument Number: 20200916000054 Document: AMDCN Rec: \$110.50 Page-8 of 8

Record Date:9/16/2020 7:47 AM King County, WA

IN WITNESS WHEREOF, THE UNDERSIGNED DECLARANT HAS EXECUTED THIS DECLARATION THE DAY AND YEAR FIRST ABOVE WRITTEN.

KING COUNTY HOUSING AUTHORITY

By:

John E. Eliason, Director

STATE OF WASHINGTON)
) s
COUNTY OF KING)

On this 15th day of September, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally John E. Eliason, to me known to be the Director of the King County Housing Authority, a municipal corporation, which executed the foregoing instrument, and acknowledged the said 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 the said instrument.

SIGNED AND SWORN to before me on Sept. 15, 2020.

TARLES TO TARLES

Benitak Lamp (Print Name)

In and for the State of Washington,

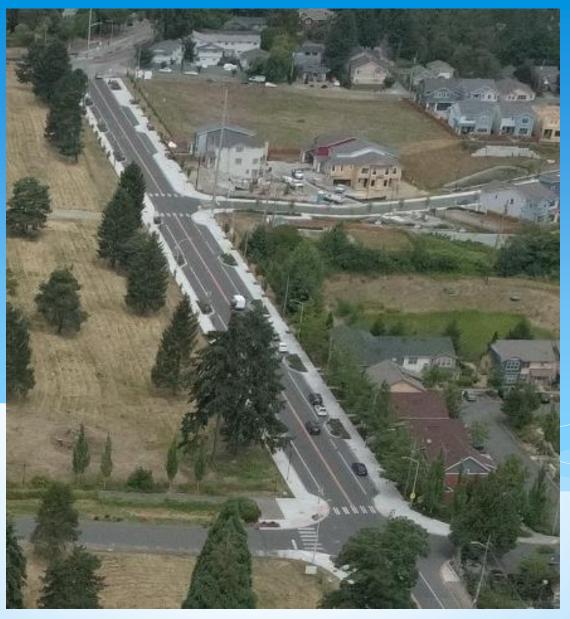
Notary Public, Residing at Derrien

My appointment expires: 12-09-23





MASTER PLAN 2020

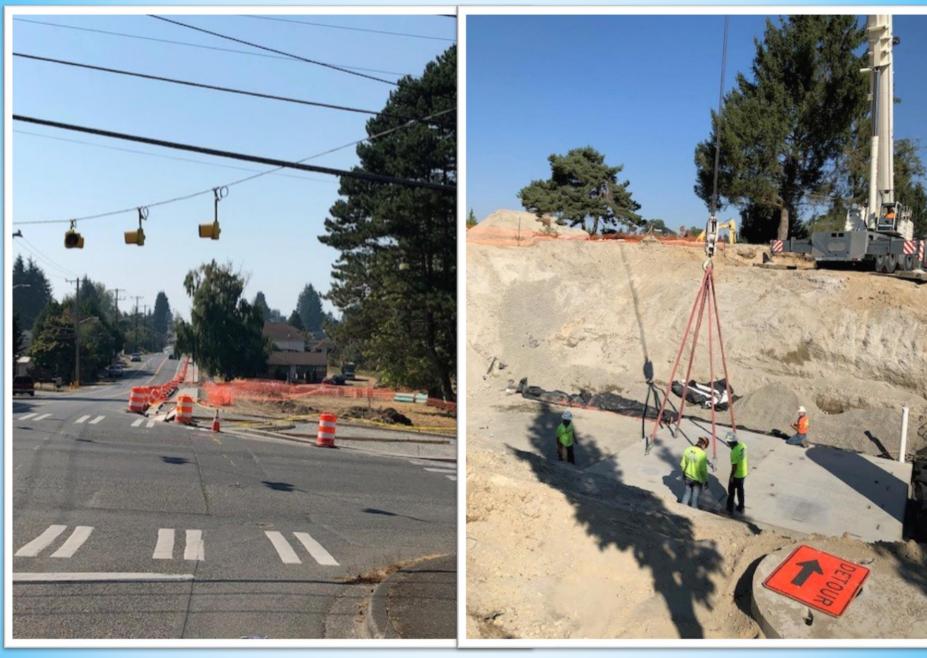


Completed 4th Avenue SW Improvements Looking North





Cornerstone Park and Entry Sign



Division 8 Phase 1 Frontage and Vault Construction



Division 8 North Block







Greenbridge Materra



Greenbridge Wind Rose

Greenbridge Division 8 Land Offering Addendum Number 2 September 30, 2020

Questions from Interested Builder/Developers:

When will the final plat for Division 8 be recorded?

The Greenbridge Division 8 final plat has been recorded and is included with this addendum.

Based on note 1.5 in the recorded final plat, will there be MPS fees associated with building permits?

Current building permits have been reviewed for MPS fees and none have been assessed.

KCHA is not aware of any additional assessments of MPS fees that would apply to

Greenbridge.

Are there play structures in Parks 2 through 6?

Yes, play structures are intended and it appears that the play structure layer was frozen when printed on the park plans 2 through 6. Updated plans showing these structures are included with this addendum. These play structures can be changed to match style and character if proposed as long as the quality is similar to those provided.

Is the purchase timing of the 96 sewer credits negotiable?

Yes, the credits could be purchased by quarter, as needed, simplifying the Builder/Developer's financing. For KCHA, it is an advantage to transfer all credits at closing to avoid additional tracking. Please state in the proposal if there is a desire to negotiate a different plan than included in the sample purchase and sale agreement.

On the double sided homes on 4th Avenue SW, does one basic permit with 4 options provide enough variety?

Suggest that offers include more variety and character on this important frontage. Also suggest that both front color elevations be included in the offer documents to display this variety and character.

9/28/2020 2:40 PM KING COUNTY, WA

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:

ACKNOWLEDGMENTS

STATE OF WASHINGTON

COUNTY OF

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT John E. Eliason THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Development Director of King County Housing Authorito BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: September 10, 2020 SIGNATURE OF NOTARY PUBLIC: Athieve. Y. LULE.

PRINTED NAME OF NOTARY PUBLIC: Latricia Marie Clements



TOWNSHIP 24N. TOWNSHIP 23N.

APPROVALS

DIRECTOR, PERMITTING DIVISION

DEPARTMENT OF LOCAL SERVICES, PERMITTING DIVISION

EXAMINED AND APPROVED THIS DAY OF ... September 2020

EXAMINED AND APPROVED THIS 18th DAY OF SEPTEMBER

KING COUNTY DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS . 23RD ... DAY OF 2020 KING COUNTY ASSESSOR DEPUTY KING COUNTY ASSESSOR

ACCOUNT NUMBERS: 289581-0130, 289581-0140, 289581-0150, 289581-0160, 289581-0170, 289581-0280, 289581-0290, 289581-0300, 289581-0310, 289581-0320, 289581-0330, 289581-0340, 289581-0350, 289581-0360, 289581-0370, 289581-0380, 289581-0390, 289581-0400, 289581-0410, 289581-0540 289581-0550

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.

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

9.10.20 DATE



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 2876AY OF SEPT. 20.20 AT 2.40 P. MIN BOOK 293

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

ASSOCIATES, INC.

COUNTY AUDITOR



T 425 462 1080 F 425 462 7719 www.goldsmithengineering.com

VOL./PAGE

SHEET 1 OF 16

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

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.
- 2. 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).
- 3. 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.
- 4. 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.

- 6. MONUMENTATION NOTED AS FOUND WAS FIELD VISITED ON OCTOBER 16, 2008 AND OCTOBER 12 THROUGH 23, 2015.
- 7. 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.

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, REVISION 5TH GUARANTEE, DATED SEPTEMBER 4, 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 THAT 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:

PURPOSE:

CITY OF SEATTLE, A MUNICIPAL CORPORATION

APPURTENANCES APRIL 12, 1971

RECORDING DATE: **RECORDING NO.:**

7104120360

AFFECTS:

PORTION OF PARCEL Z-210

NOTE:

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

ELECTRIC TRANSMISSION AND/OR DISTRIBUTION SYSTEM AND

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

GRANTED TO: PURPOSE:

KING COUNTY WATER DISTRICT NO. 45, A MUNICIPAL CORPORATION WATER LINES

RECORDING DATE: RECORDING NO.:

APRIL 6, 2009 20090406000732

AFFECTS:

PORTIONS OF PARCELS Z-215 AND Z-216 AS DESCRIBED AND DELINEATED

THEREIN

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: RECORDING NO.:

NOVEMBER 16, 2005

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: RECORDING NO.:

NOVEMBER 30, 2007 20071130001602

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.

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

GRANTED TO:

PUGET SOUND ENERGY, INC.

PURPOSE: RECORDING DATE: **RECORDING NO.:**

UTILITY SYSTEMS APRIL 3, 2020 20200403000472

AFFECTS:

AS DESCRIBED THEREIN OVER PARCELS Z-203 THROUGH Z-216





PROJECT NO. L03P0022

SHEET 3 OF 16

SHEET 4 OF 16

PROJECT NO. L03P0022

Instrument Number: 20200928002812 Document:PLAT Rec: \$187.50 Page-4 of 16 Record Date:9/28/2020 2:40 PM King County, WA

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

293/005

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.
- 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.
- 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.
 - THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 81 THROUGH 83 TO SW 100TH
 - THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 92 THROUGH 94 TO SW 102ND STREET.
- 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 PROVISION 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.
- 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

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).

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).

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).

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).

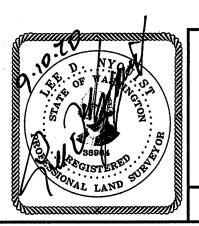
TRACT A-806 SHALL BE DESIGNATED AS AN ACCESS/ALLEY TRACT FOR PURPOSES OF INGRESS, EGRESS AND UTILITIES. FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON RECORDING OF THIS PLAT, TRACT A-806 WILL BE CONVEYED TO KING COUNTY HOUSING AUTHORITY, WHO MAY THEREAFTER CONVEY IT TO THE GREENBRIDGE ASSOCIATION. MAINTENANCE OBLIGATIONS SHALL BE THE RESPONSIBILITY OF THE OWNER(S) OF TRACT A-806.

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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 OVER, UNDER AND UPON ITS ENTIRETY (SEE PUBLIC WATER EASEMENT PROVISIONS, SHEET 7).





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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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4.7 TRACT P-801 SHALL BE DESIGNATED AS A PRIVATE PARK TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 107 (INCLUSIVE) OF THIS PLAT AND FOR THE BENEFIT OF ALL MEMBERS OF THE GREENBRIDGE ASSOCIATION, FOR PURPOSES OF RECREATIONAL USE. FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON THE RECORDING OF THIS PLAT, TRACT P-801 WILL BE CONVEYED TO THE 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 P-801.

TRACT P-801 IS SUBJECT TO A 5' PUBLIC UTILITY EASEMENT PER THE GREENBRIDGE MASTER PLAT PER KING COUNTY RECORDING NUMBER 20051108000259 (VOLUME 231, PAGES 6-22).

TRACT P-801 IS SUBJECT TO A 23' STREET TREE EASEMENT AS GRAPHICALLY DEPICTED HEREIN. (SEE STREET EASEMENT PROVISIONS, SHEET 8.)

TRACT P-801 IS SUBJECT TO A 10' UTILITY EASEMENT AS GRAPHICALLY DEPICTED HEREIN (SEE UTILITY EASEMENT PROVISIONS, SHEET 7).

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TRACT P-804 IS SUBJECT TO A 10' PUBLIC UTILITY EASEMENT PER GREENBRIDGE DIVISION 2 PER KING COUNTY RECORDING NUMBER 20081125000124 (VOLUME 250, PAGES 1-10).

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4.13 TRACT P-807 SHALL BE DESIGNATED AS A PRIVATE PARK TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 107 (INCLUSIVE) OF THIS PLAT AND FOR THE BENEFIT OF ALL MEMBERS OF THE GREENBRIDGE ASSOCIATION, FOR PURPOSES OF RECREATIONAL USE. FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON THE RECORDING OF THIS PLAT, TRACT P-807 WILL BE CONVEYED TO THE 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 P-807.

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TRACT P-807 IS SUBJECT TO A PUBLIC DRAINAGE EASEMENT AS GRAPHICALLY DEPICTED HEREIN (SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 7).

TRACT P-807 IS SUBJECT TO A PUBLIC WATER EASEMENT AS GRAPHICALLY DEPICTED HEREIN (SEE PUBLIC WATER EASEMENT PROVISIONS, SHEET 7).

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4.14 TRACT P-808 SHALL BE DESIGNATED AS A PRIVATE PARK TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 107 (INCLUSIVE) OF THIS PLAT AND FOR THE BENEFIT OF ALL MEMBERS OF THE GREENBRIDGE ASSOCIATION, FOR PURPOSES OF RECREATIONAL USE. FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON THE RECORDING OF THIS PLAT, TRACT P-808 WILL BE CONVEYED TO THE 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 P-808.

TRACT P-808 IS SUBJECT TO A UTILITY EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE UTILITY EASEMENT PROVISIONS, SHEET 7).

TRACT P-808 IS SUBJECT TO A PUBLIC DRAINAGE EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 7).

4.15 TRACT P-809 SHALL BE DESIGNATED AS A PRIVATE PARK TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 107 (INCLUSIVE) OF THIS PLAT AND FOR THE BENEFIT OF ALL MEMBERS OF THE GREENBRIDGE ASSOCIATION, FOR PURPOSES OF RECREATIONAL USE. FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON THE RECORDING OF THIS PLAT, TRACT P-809 WILL BE CONVEYED TO THE 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 P-809.

TRACT P-809 IS SUBJECT TO A UTILITY EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE UTILITY EASEMENT PROVISIONS, SHEET 7).

TRACT P-809 IS SUBJECT TO A PUBLIC DRAINAGE EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 7).

4.16 TRACT P-810 SHALL BE DESIGNATED AS A PRIVATE PARK TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 107 (INCLUSIVE) OF THIS PLAT AND FOR THE BENEFIT OF ALL MEMBERS OF THE GREENBRIDGE ASSOCIATION, FOR PURPOSES OF RECREATIONAL USE. FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON THE RECORDING OF THIS PLAT, TRACT P-810 WILL BE CONVEYED TO THE 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 P-810.

TRACT P-810 IS SUBJECT TO A UTILITY EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE UTILITY EASEMENT PROVISIONS, SHEET 7).

TRACT P-810 IS SUBJECT TO A PUBLIC DRAINAGE EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 7).

4.17 TRACT P-811 SHALL BE DESIGNATED AS A PRIVATE PARK TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 107 (INCLUSIVE) OF THIS PLAT AND FOR THE BENEFIT OF ALL MEMBERS OF THE GREENBRIDGE ASSOCIATION, FOR PURPOSES OF RECREATIONAL USE. FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON THE RECORDING OF THIS PLAT, TRACT P-811 WILL BE CONVEYED TO THE 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 P-811.

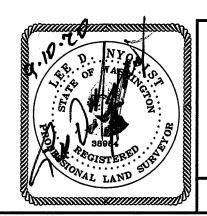
TRACT P-811 IS SUBJECT TO A UTILITY EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE UTILITY EASEMENT PROVISIONS, SHEET 7).

TRACT P-811 IS SUBJECT TO A PUBLIC DRAINAGE EASEMENT, OVER, UNDER AND UPON ITS ENTIRETY (SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 7).

4.18 TRACT P-812 SHALL BE DESIGNATED AS A PRIVATE PARK TRACT FOR THE BENEFIT OF THE OWNERS OF LOTS 1 THROUGH 107 (INCLUSIVE) OF THIS PLAT AND FOR THE BENEFIT OF ALL MEMBERS OF THE GREENBRIDGE ASSOCIATION, FOR PURPOSES OF RECREATIONAL USE. FOLLOWING SATISFACTORY COMPLETION OF THE ORIGINAL CONSTRUCTION WORK AND UPON THE RECORDING OF THIS PLAT, TRACT P-812 WILL BE CONVEYED TO THE KING COUNTY HOUSING AUTHORITY, WHO MAY THEREAFTER CONVEY IT TO THE GREENBRIDGE ASSOCIATION. THE OWNERS OF LOTS 31 THROUGH 34 (INCLUSIVE) LOCATED NORTH OF AND IMMEDIATELY ADJACENT TO TRACT P-812 SHALL HAVE THE RIGHT OF ACCESS TO TRACT P-812 ON WALKWAYS APPROVED BY THE KING COUNTY HOUSING AUTHORITY AND CONSTRUCTED FROM THEIR INDIVIDUAL LOT TO THE WALKWAY WITHIN TRACT P-812; PROVIDED THAT, ANY MODIFICATION OR REPAIR TO ANY SUCH WALKWAY LOCATED WITHIN TRACT P-812 MAY OCCUR ONLY WITH THE EXPRESS WRITTEN PERMISSION OF THE OWNER(S) OF TRACT P-812. MAINTENANCE OBLIGATIONS SHALL BE THE RESPONSIBILITY OF THE OWNER(S) OF TRACT P-812.

TRACT P-812 IS SUBJECT TO A 10' PUBLIC UTILITY EASEMENT PER GREENBRIDGE DIVISION 2 PER KING COUNTY RECORDING NUMBER 20081125000124 (VOLUME 250, PAGES 1-10).

TRACT P-812 IS SUBJECT TO A PUBLIC DRAINAGE EASEMENT OVER, UNDER AND UPON ITS ENTIRETY (SEE PUBLIC DRAINAGE EASEMENT PROVISIONS, SHEET 7).





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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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 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 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 PERMITTING 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 THERE FROM. 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

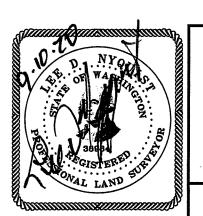
USE EASEMENT PROVISIONS

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.





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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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 ENCUMBERED 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

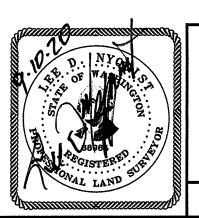
UPON THE RECORDING OF THIS PLAT, A PERPETUAL, NON-EXCLUSIVE 'PRIVATE WATER EASEMENT' IS HEREBY ESTABLISHED ON THE FOLLOWING LISTED LOTS. SAID EASEMENT(S) ARE IN FAVOR OF THE LOTS LISTED BELOW AS DERIVING BENEFIT AND ARE FOR THE PURPOSE OF INSTALLING AND MAINTAINING PRIVATE WATER FACILITIES WITHIN SAID 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:

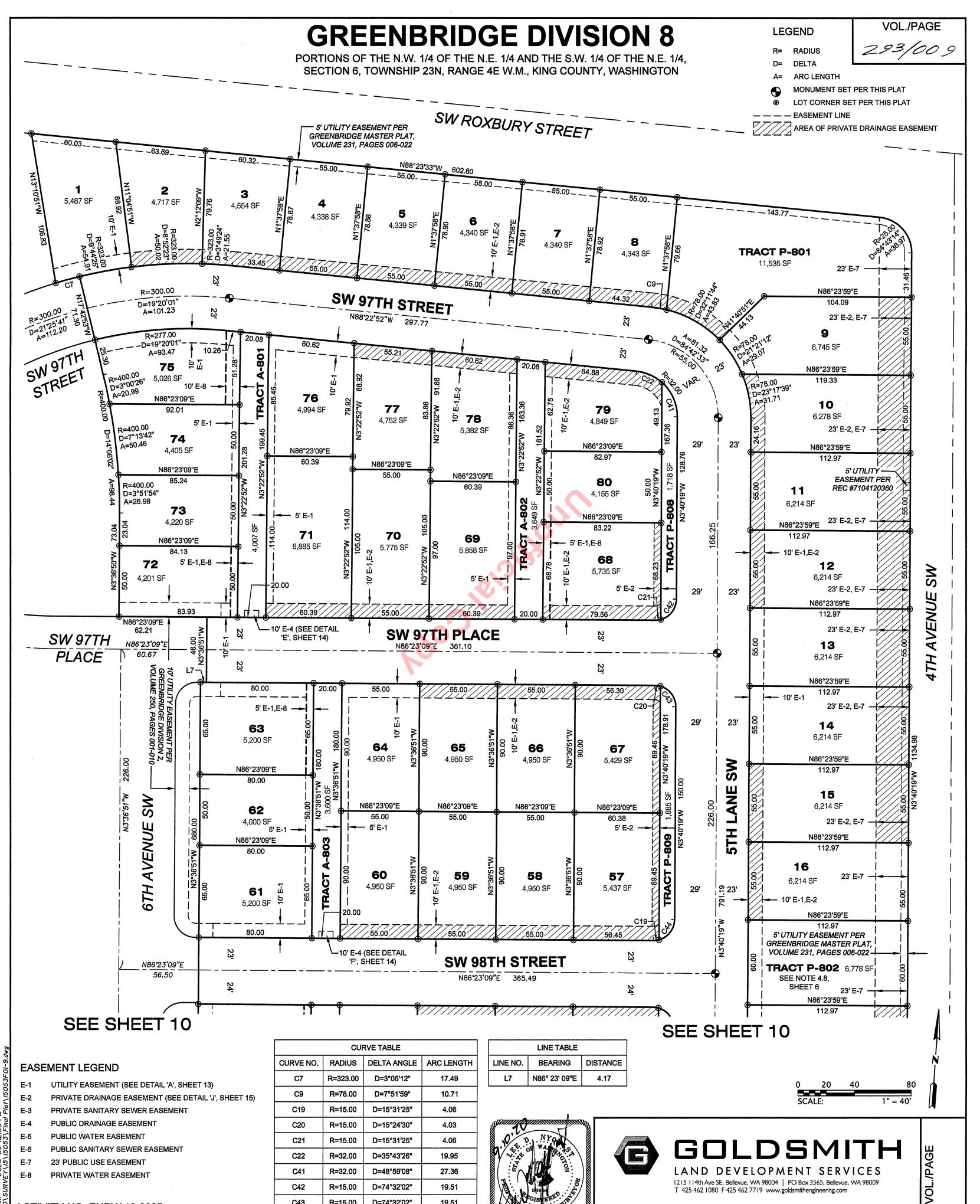
EASEMENT LOCATED ON	BENEFITTING
LOT 75	LOT 74
LOT 72	LOT 73
LOT 68	LOT 80
LOT 63	LOT 62
LOT 52	LOT 51
LOT 39	LOT 40

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.







LAND DEVELOPMENT SERVICES

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SHEET 9 OF 16

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E-8

PRIVATE WATER EASEMENT

ACTIVITY NO. FNRW 19-0005

PROJECT NO. L03P0022

C41

C42

C43

R=32.00

R=15.00

R=15.00

R=15.00

D=48°59'08'

D=74°32'02"

D=74°32'02"

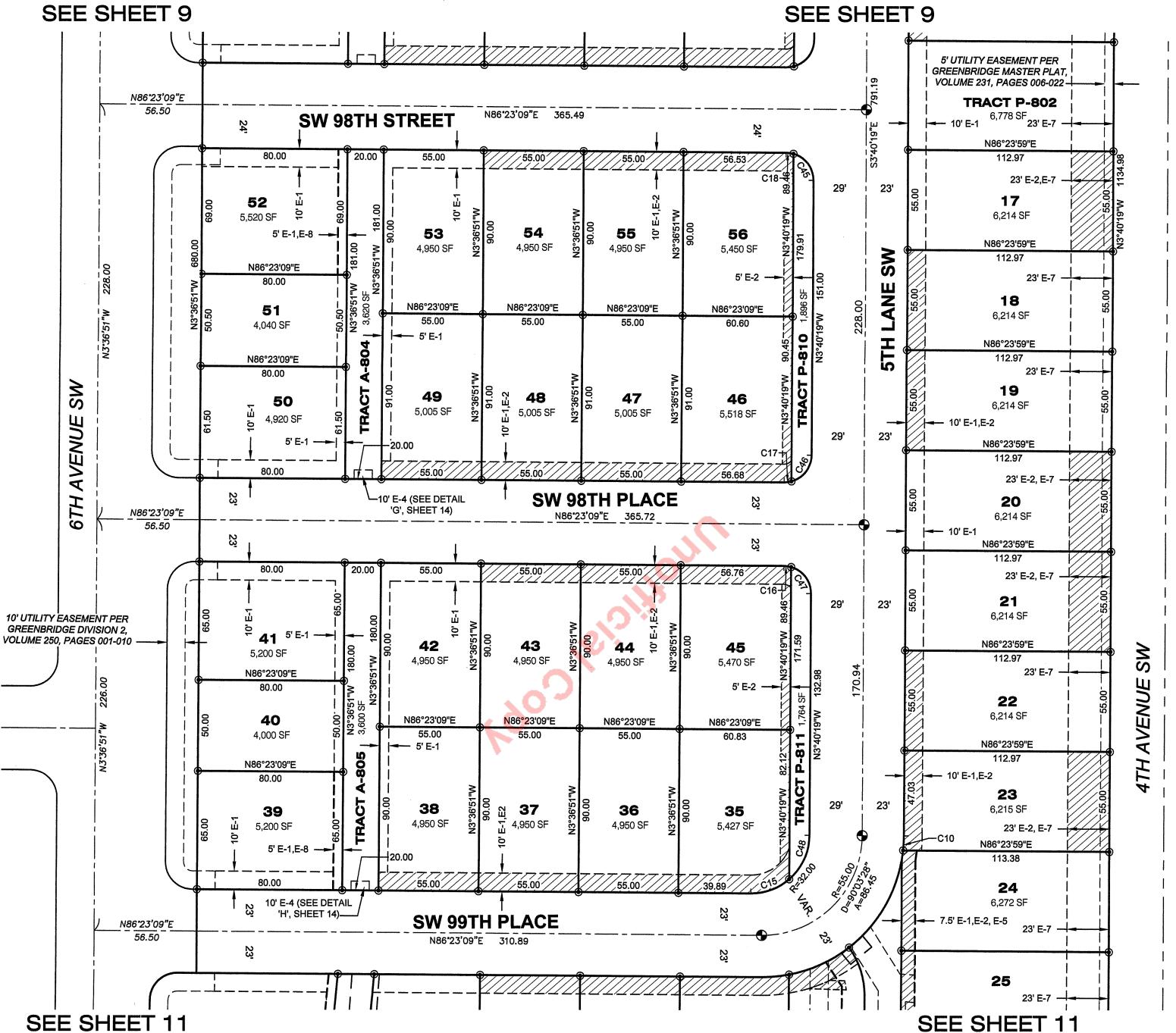
D=74°32'02"

27.36

19.51

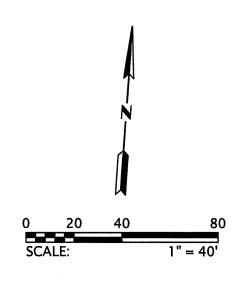
19.51

19.51



EASEMENT LEGEND

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



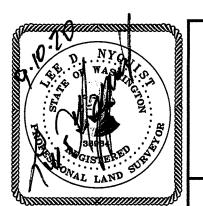
LEGEND

- R= RADIUS
- DELTA ARC LENGTH
- MONUMENT SET PER THIS PLAT
- LOT CORNER SET PER THIS PLAT
- - EASEMENT LINE

AREA OF PRIVATE DRAINAGE EASEMEN	IT

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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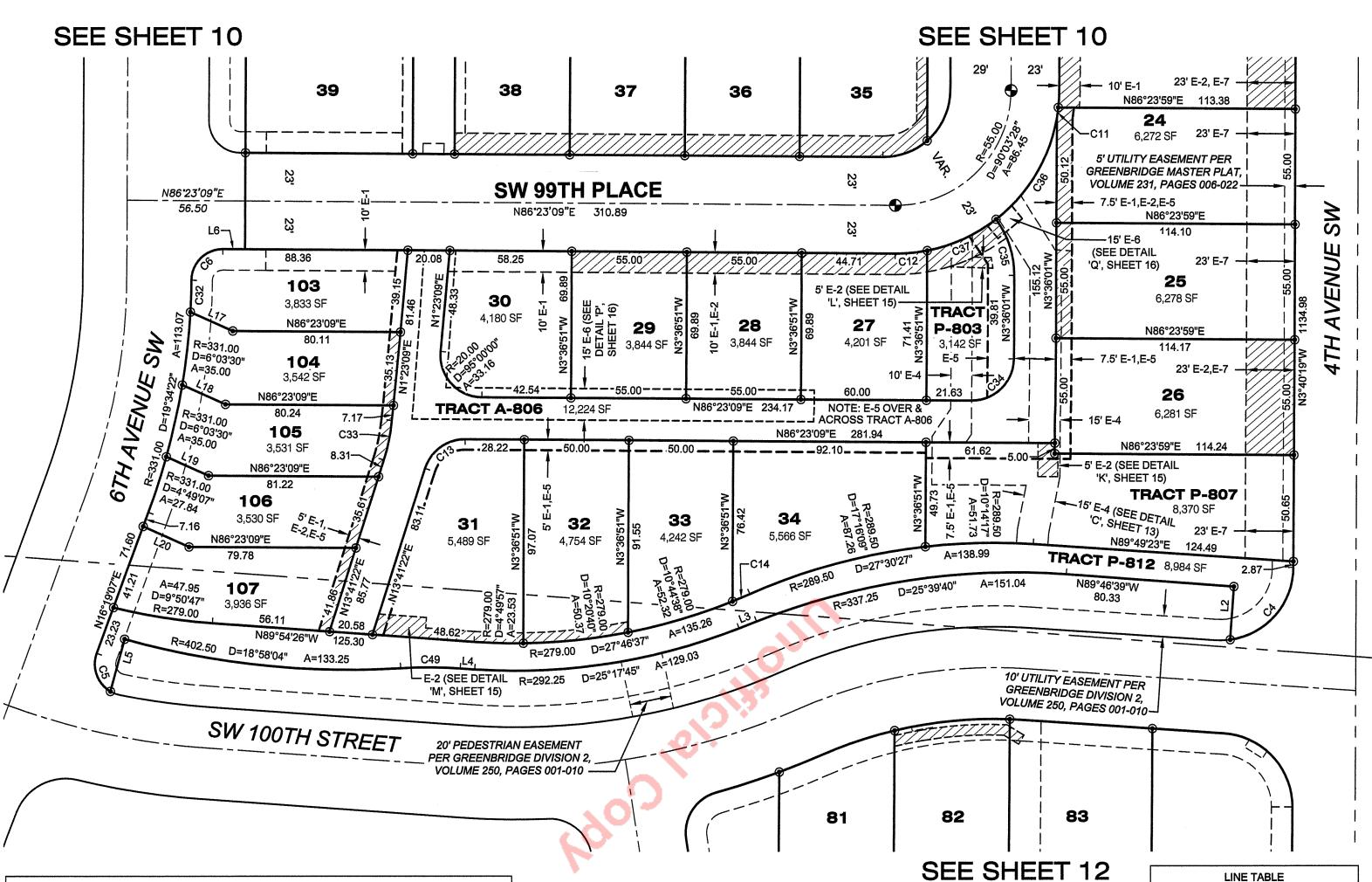
SHEET 10 OF 16

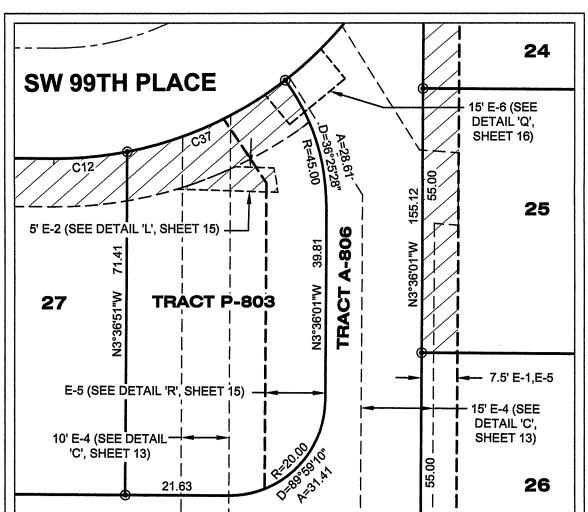
ACTIVITY NO. FNRW 19-0005 PROJECT NO. L03P0022

GREENBRIDGE DIVISION 8

VOL./PAGE 293/011

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



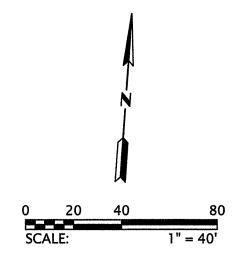


TRACT P-803 DETAIL

LEGEND

- RADIUS
- DELTA ARC LENGTH
- MONUMENT SET PER THIS PLAT
- LOT CORNER SET PER THIS PLAT

- EASEMENT LINE AREA OF PRIVATE DRAINAGE EASEMENT



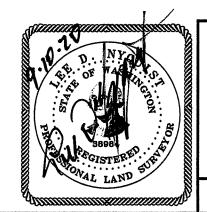
EASEMENT LEGEND

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

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
L17	N70° 00' 00"W	22.14
L18	N70° 00' 00"W	22.66
L19	N70° 00' 00"W	22.14
L20	N70° 00' 00"W	23.96

LINE TABLE

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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SHEET 12 OF 16

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VOL./PAGE

PUBLIC WATER EASEMENT

23' PUBLIC USE EASEMENT

PRIVATE WATER EASEMENT

PUBLIC SANITARY SEWER EASEMENT

E-5

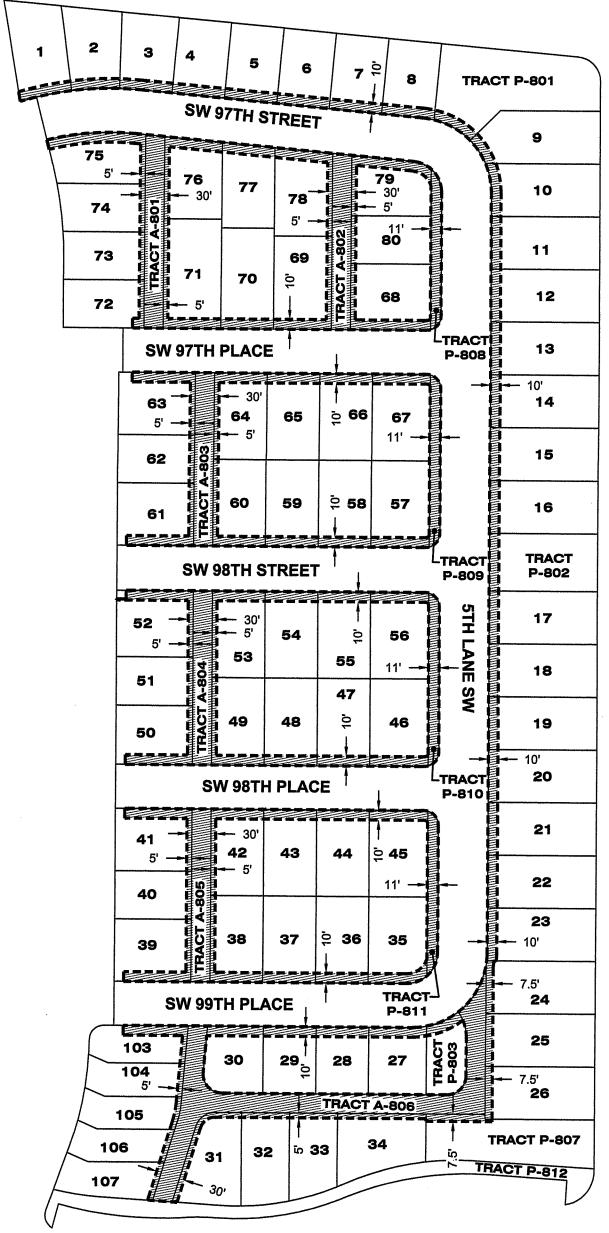
E-6

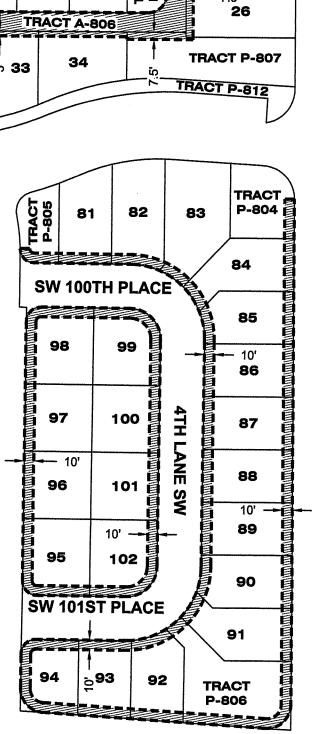
E-7

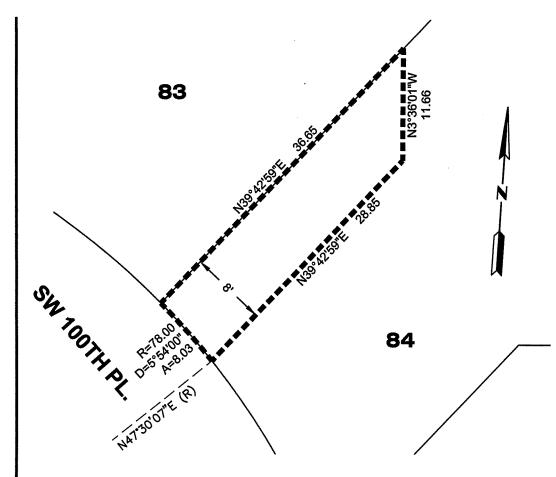
GREENBRIDGE DIVISION 8

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 293/013

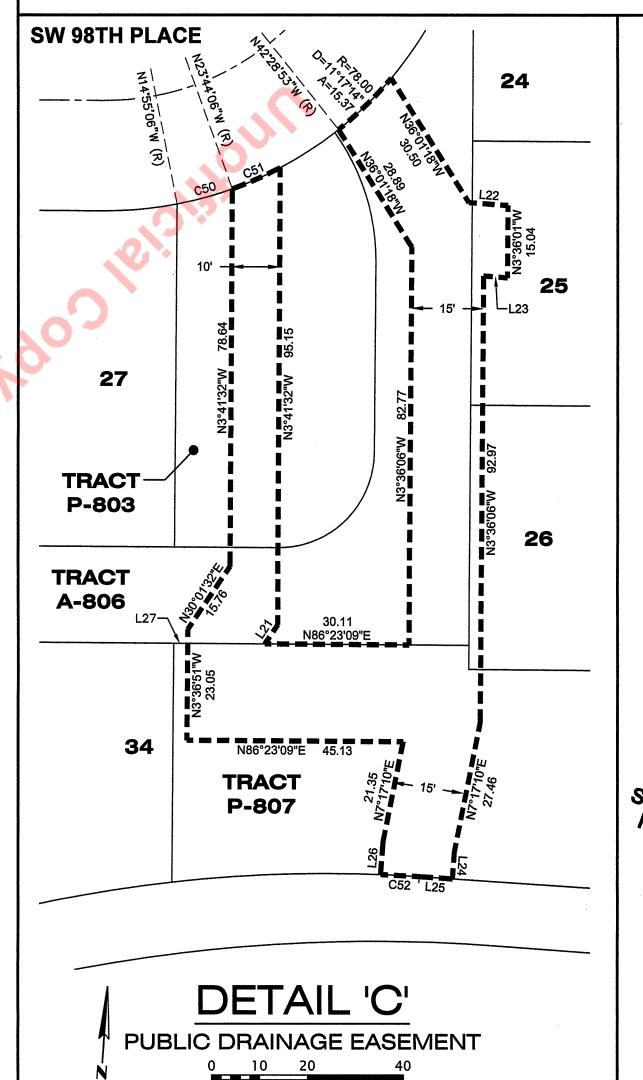


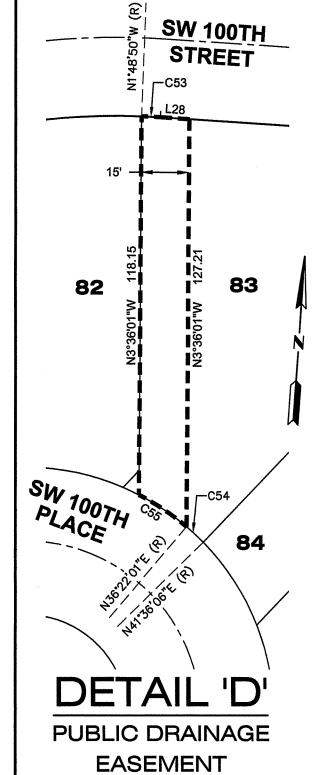




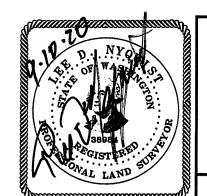
	LINE TABLE	
LINE NO.	BEARING	DISTANCE
L21	N30° 01' 32"E	4.79
L22	N89° 38' 56"W	8.22
L23	N89° 38' 56"W	5.01
L24	N0° 00' 00"E	5.62
L25	N89° 49' 23"E	6.94
L26	N0° 00' 00"E	6.73
L27	N86° 23' 09"E	2.92
L28	N89° 49' 23"E	9.15

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





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SHEET 13 OF 16

.a Maim 2020-09-ACAD\SURVEY\I5\I50: T

ACTIVITY NO. FNRW 19-0005 PROJECT NO. L03P0022

DETAIL 'A'

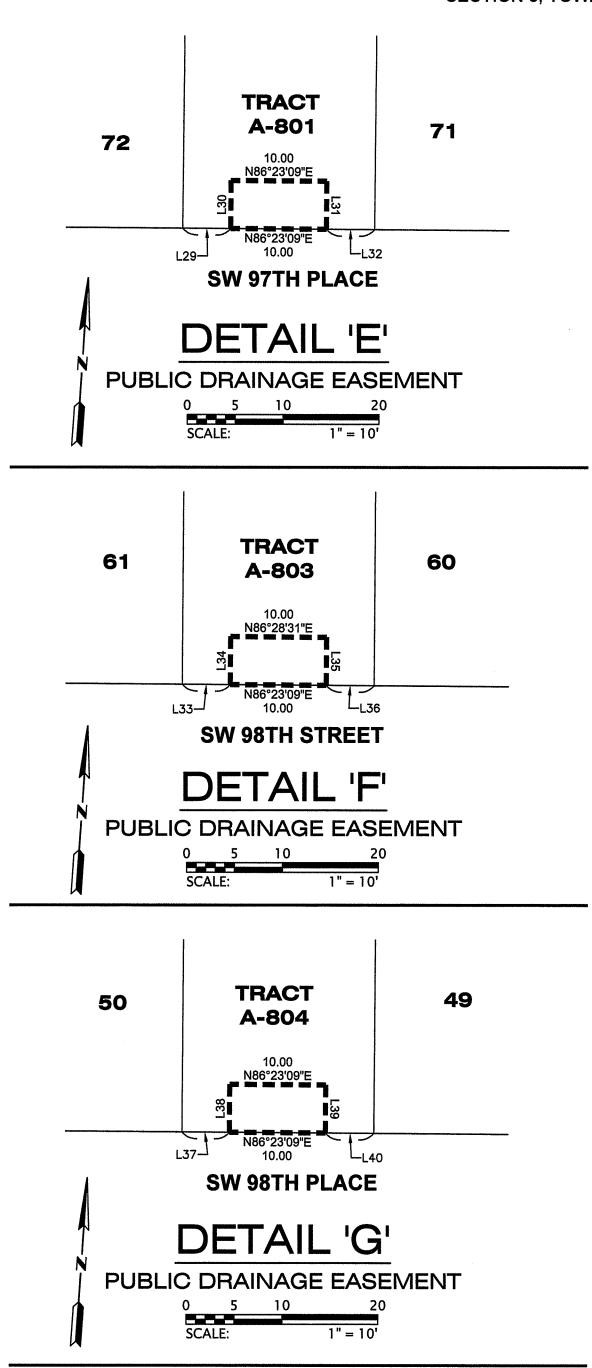
PUBLIC UTILITY

EASEMENT

GREENBRIDGE DIVISION 8

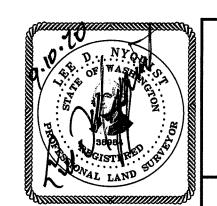
PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF THE N.E. 1/4, SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING COUNTY, WASHINGTON

VOL./PAGE 293/014



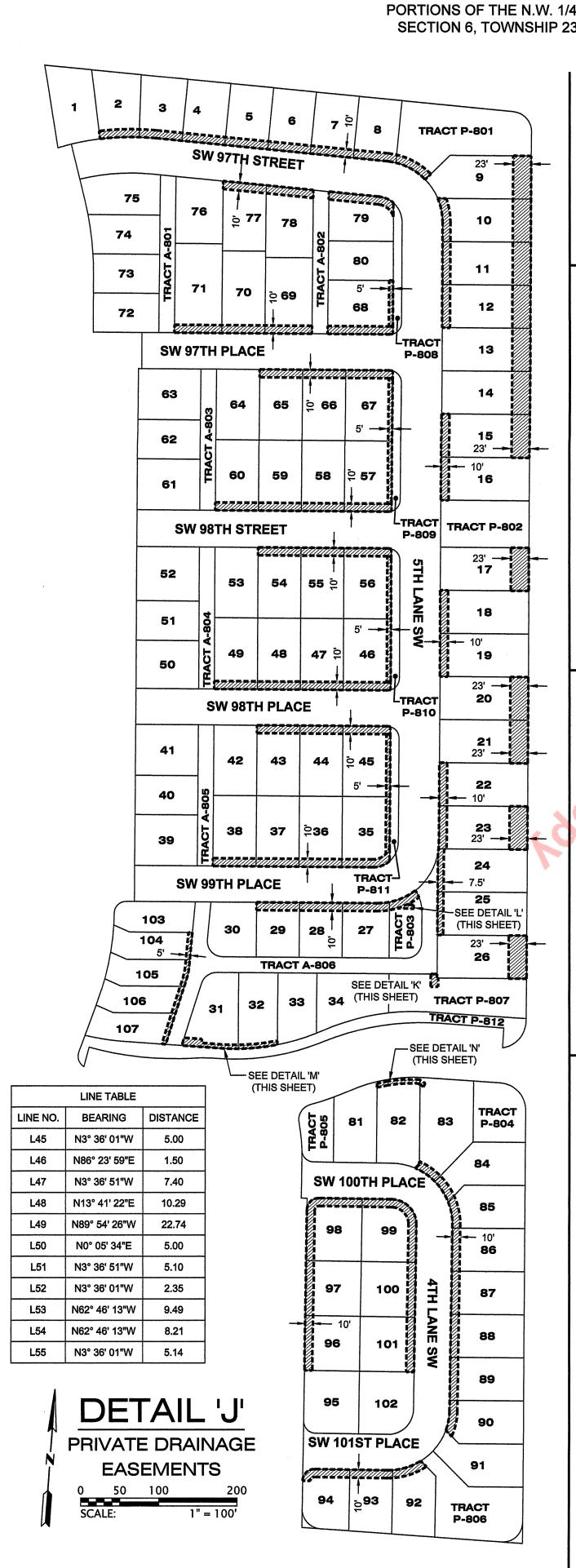
39	TRACT A-805 10.00 N86°22'00"E	38	
	N86°23'09"E		
SW 99TH PLACE DETAIL 'H'			
PUBLIC DRAINAGE EASEMENT 0 5 10 20 SCALE: 1" = 10'			

	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



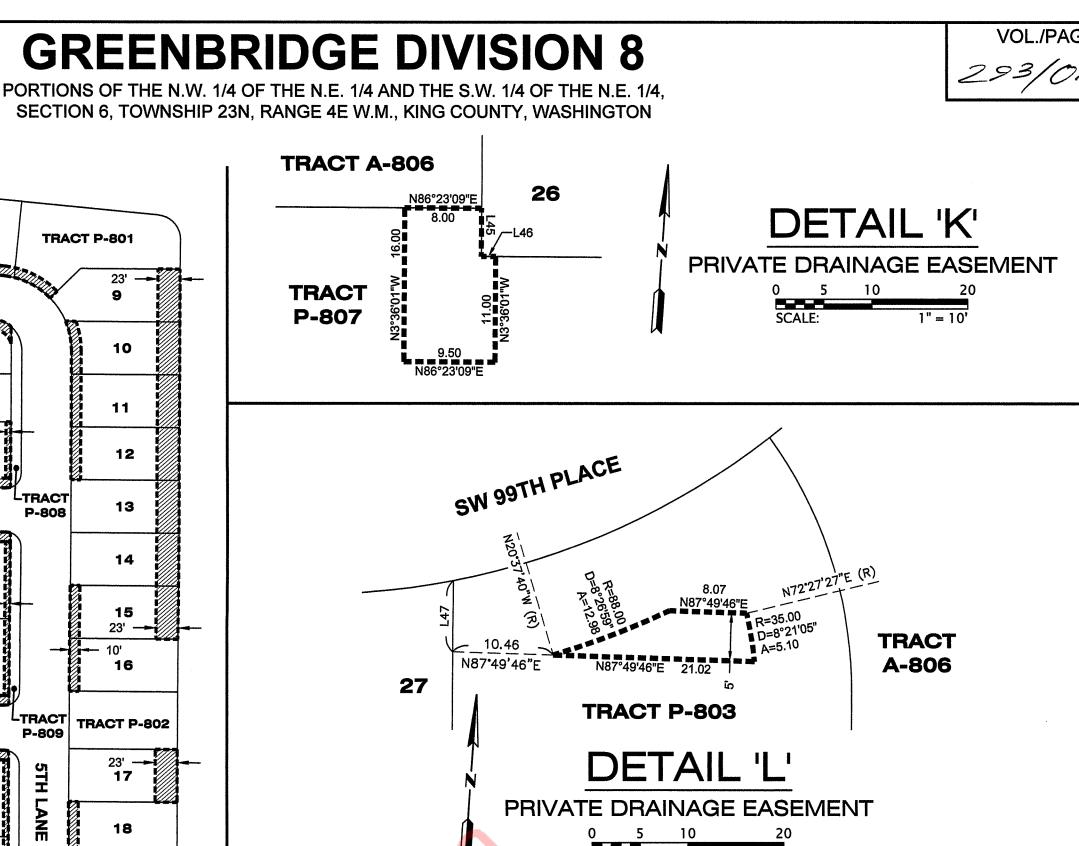


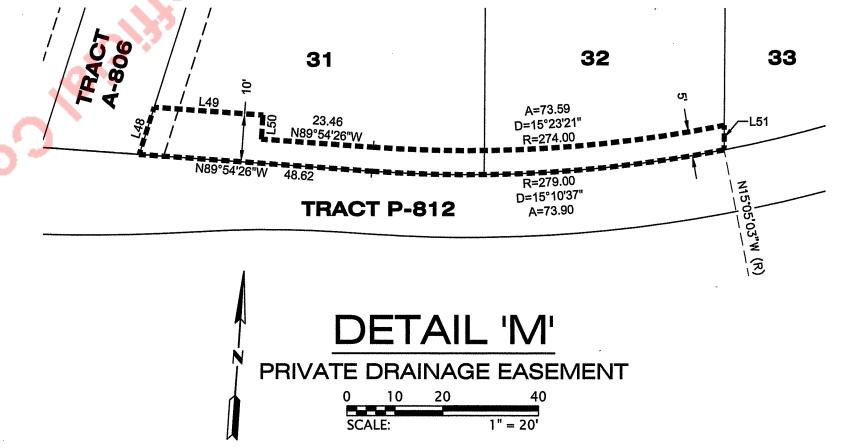
SHEET 14 OF 16

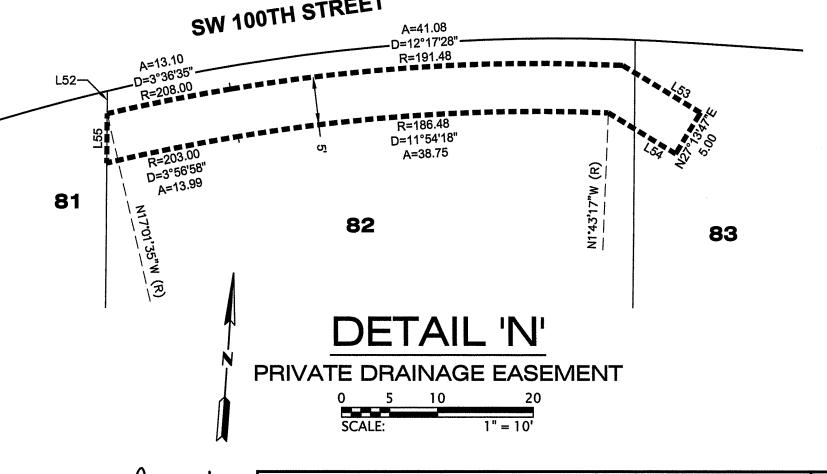


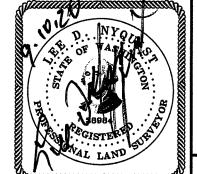
ACTIVITY NO. FNRW 19-0005

PROJECT NO. L03P0022





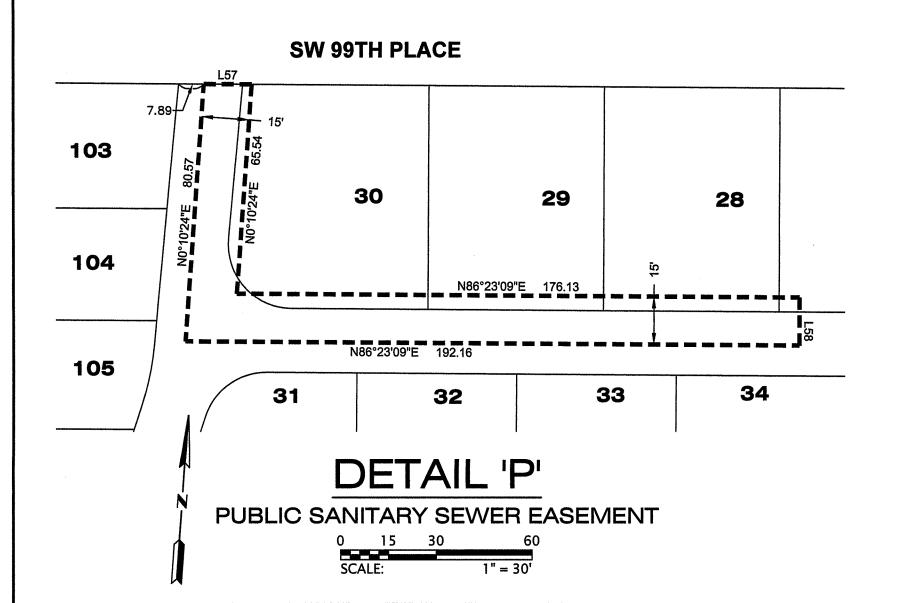


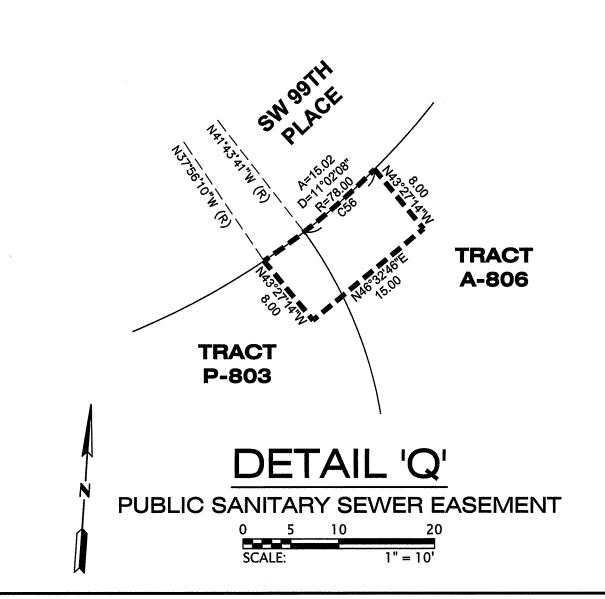


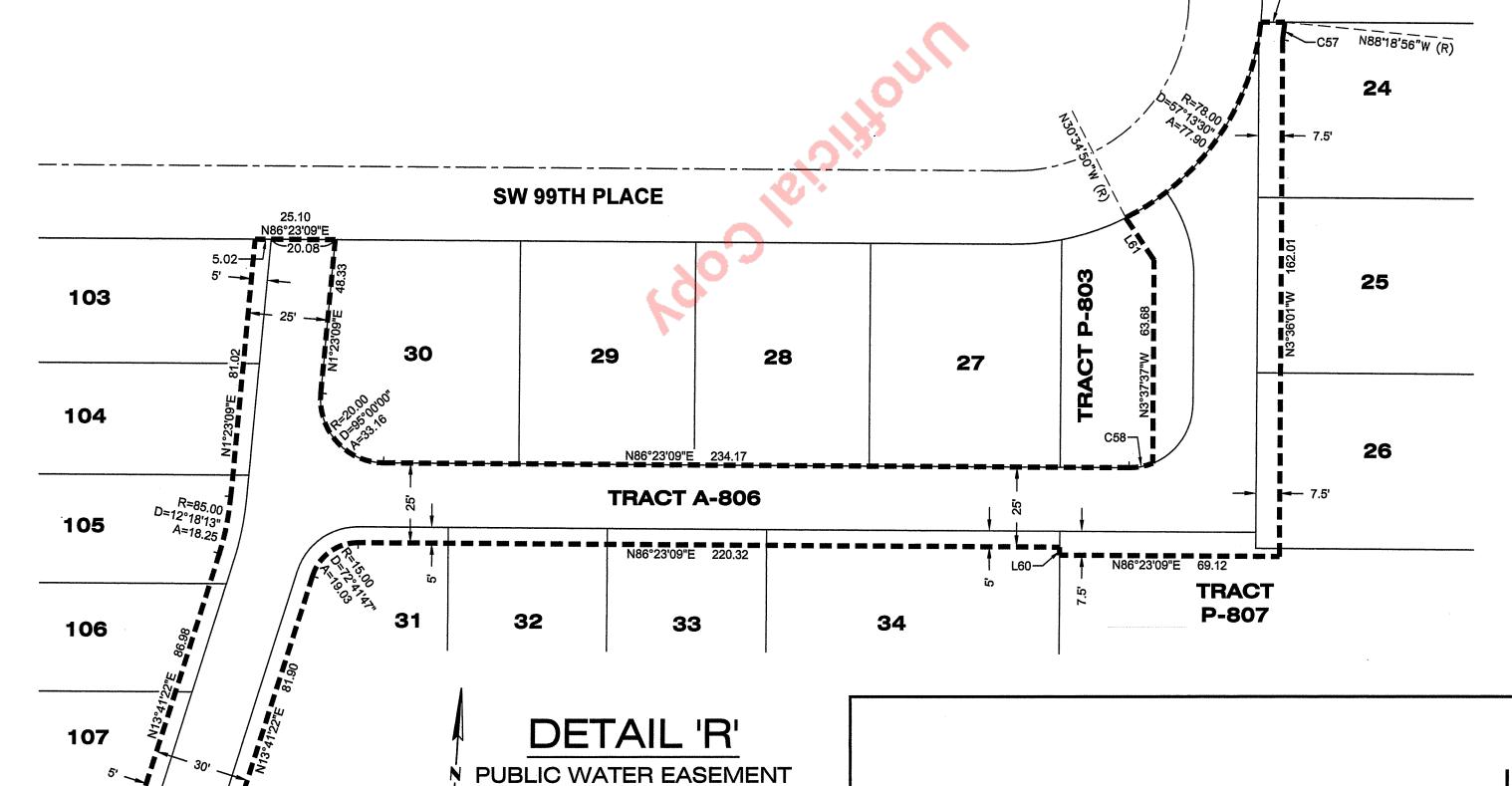
GREENBRIDGE DIVISION 8

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VOL./PAGE 293/0/6

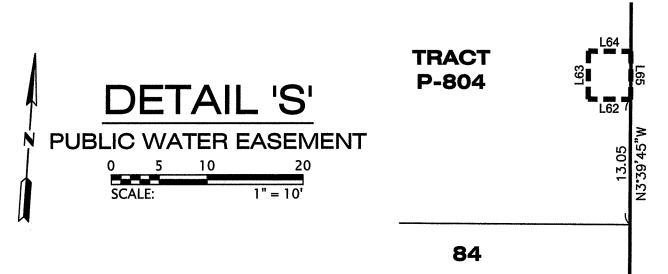


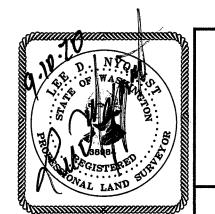




LINE TABLE							
LINE NO.	DISTANCE						
L57	N86° 23' 09"E	15.03					
L58	N3° 36' 51"W	15.00					
L59	N86° 23' 59"E	7.54					
L60	N3° 36' 51"W	2.50					
L61	N37° 52' 57"W	16.02					
L62	N86° 20' 15"E	4.44					
L63	N3° 39' 45"W	5.00					
L64	N86° 20' 15 " E	4.44					
L65	N3° 39' 45"W	5.00					

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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Erica Malm 2020-09-1002 PM M:\ACAD\SURVEY\15\15053\Final Plat\.

ACTIVITY NO. FNRW 19-0005 PROJECT NO. L03P0022



1. SEE P-121-126 FOR GRADING INFORMATION SEE P-111-116 FOR PLANTING INFORMATION SEE CIVIL FOR UTILITY TYPE AND LOCATION SEE ELECTRICAL AND LIGHTING DRAWINGS FOR

LIGHT TYPE AND LOCATION

 Landscaping shall be installed and maintained in accordance with the provisions of K.C.C.21A.16.

NOTE: TREES SHOWN IN RIGHT OF WAY TO BE DEFERRED PER DIRECTORS RULE, UNLESS OTHERWISE NOTED

Call 811 two business days	GGLO NO	Greenbridge	OF WASHING ON P	KING COU
before you dig	1301 First Avenue, Suite 301 Seattle, WA 98101	dictionage	mine to the second	GREE

·
KING COUNTY HOUSING AUTHORITY
WHITE CENTER, WASHINGTON

GREENBRIDGE DIVISION 8
TRACT P-802 - LAYOUT & MATERIALS PLAN

P-2

SHEET

	MATERIALS LEGEND								
TAG	VISUAL	DESCRIPTION	DETAIL	TAG	VISUAL	DESCRIPTION	DETAIL	TAG	<u>VISUAL</u> <u>DESCRIPTION</u>
⟨PC⟩	EJ CJ	CIP CONCRETE WITH MEDIUM BROOM FINISH, SEE PLAN FOR SCORING.		⟨CB⟩		CIP CONCRETE BAND	6 P-501	(wc)	CIP CONCRETE RETAINING WALL
			P-501	(CS)		CIP CONCRETE STEPS WITH HANDRAILS AND CHEEKWALLS	1 P-502	(ws)	CIP CONCRETE SEATWALL
PG		¹ / ₄ " MINUS AGGREGATE, COMPACTED AT 95%	3 P-501	(cw)		STEPPED CIP CONCRETE WALK WITH HANDRAILS	4 P-502		
(PP)		RUBBER TILE PLAY SURFACING 24" X 24" MODULE	5 P-501	TS		WOOD STEP	8 P-501		

DESIGNED BY TS, IG ML, TS
CHECKED BY APPROVED BY DATE JULY 18, 2019 J O B No. : 1600206 DATE BY CHD. APPR. REVISION









DETAIL

9 P-502

6 P-502

Stilts

NRO806





Item no. NRO806-0601

General Product Information

Dimensions LxWxH 4'2"x8'1"x3'7"

Age group 5-12

Play capacity (users) 3

Color options









The Stilts are a playground classic that appeal to children repeatedly. The Stilts have a basic play message: balance through without touching the ground. The Stilts invite jumping or balancing from one to the next. They can also be used as individual seats and cater to meeting in groups. The Stilts support children who are developing their skills, thanks to their

foot-steps and inclination: children can always lean to the side to regain balance. When balancing from stilt to stilt, children train their proprioception and sense of balance. Balance and proprioception are fundamental in confidently managing the body in space. Crossing the Stilts with friends trains turn-taking and negotiation. These are important social-

emotional skills that are basic to the ability to form friendships and relate to peers.



Stilts

Robinia wood.

NRO806

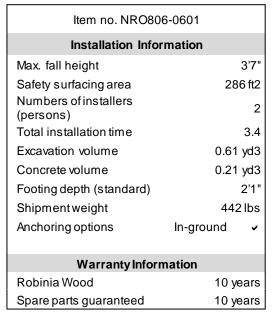








The Robinia wood can be supplied as untreated raw wood or painted with a brown colored transparent pigment that maintains the golden wood color of the wood.

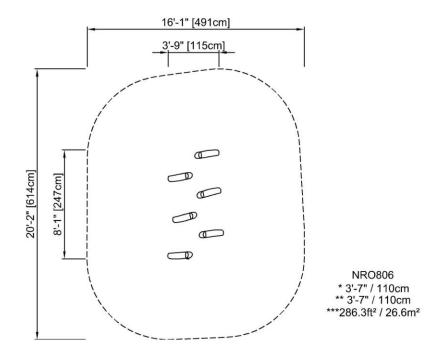


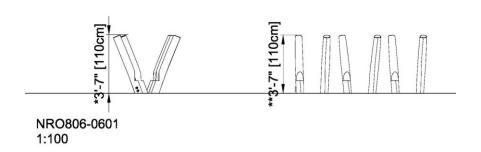
Elevated activities 0	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1



* Max fall height| ** Total height| *** Safety surfacing area

* Max fall height | ** Total height





Stilts

NRO806







Stilts

Physical: balancing supports the vestibular system as well as cross-coordination.

Social-Emotional: cooperation

and turn-taking.





Stilts

NRO806







PHYSICAL Joy of movement: motor skills, muscle, cardio and bone density



SOCIAL-EMOTIONAL Joy of being together: teamwork, tolerance and sense of belonging



COGNITIVE
Joy of learning:
curiosity, understanding of causal
relationships and knowledge of the world



CREATIVE Joy of creating: co-creation and experimenting with materials



BALANCE

To balance is to stay upright when walking or standing on a surface that makes this challenging (e.g. a wobbly, inclined, or narrow surface).



HANG IN ARMS

To hang in arms is the act of carrying the body with the hands or arms, possibly to traverse to another platform or play item.



SENSORY

To sense is the act of taking in information with the sensory system: seeing, feeling, hearing or sensing with the body.



BOUNCE

To bounce is the act of bouncing on a responsive, flexible, elastic or tensile surface.



UMP

To jump is the act of jumping up or down on a hard surface.



SLIDE

To slide is the act of moving fast downwards seated on a slide.



CLIMB

To climb is the act of moving upwards, crosscoordinating arms and legs, on a vertical or inclined surface or net.



PULL

To pull is the act of pulling an item towards you or you towards an item with one or both hands, or possibly using the entire body.



SOCIALIZE

To socialize is the act of meeting, communicating or cooperating in an activity that stimulates and facilitates social interaction.



CONSTRUCT

To construct is the act of creating new patterns, shifting items or materials to new positions or constructing with materials that can be transformed or manipulated.



PUSH

To push is the act of pushing an item away from you with one or both hands, possibly with the entire body.



SPIN

To spin involves a fast, repeated horizontal or vertical turn of the body on a piece of equipment that facilitates the movement.



CRAWL

To crawl is the movement of moving forwards or backwards, cross-coordinating arms and legs, on a horizontal or slightly inclined surface.



ROCK

To rock is the action of rocking back and forth, or sideways, on e.g. a piece of spring equipment.



SWAY

To sway is the movement of swaying back and forth, or around, lying, seated or possibly standing, in a pendulant or circular movement, e.g. on a hammock or on a rope.



DRAMATIC PLAY

Dramatic play is motivated through play items that stage a frame, place or environment for acting out make believe or role play scenarios.



ROTATE

To rotate involves a vertical or horizontal slower paced turn of the body, facilitated by a piece of equipment.



SWING

To swing is the movement of swinging back and forth, or in circular movement, seated, standing or lying, in an unhindered arc.



GLIDE

To glide is the act of moving from one point to another without shifting the feet, in a horizontal or vertical movement, in a seated, lying or standing position, letting gravity do the work.



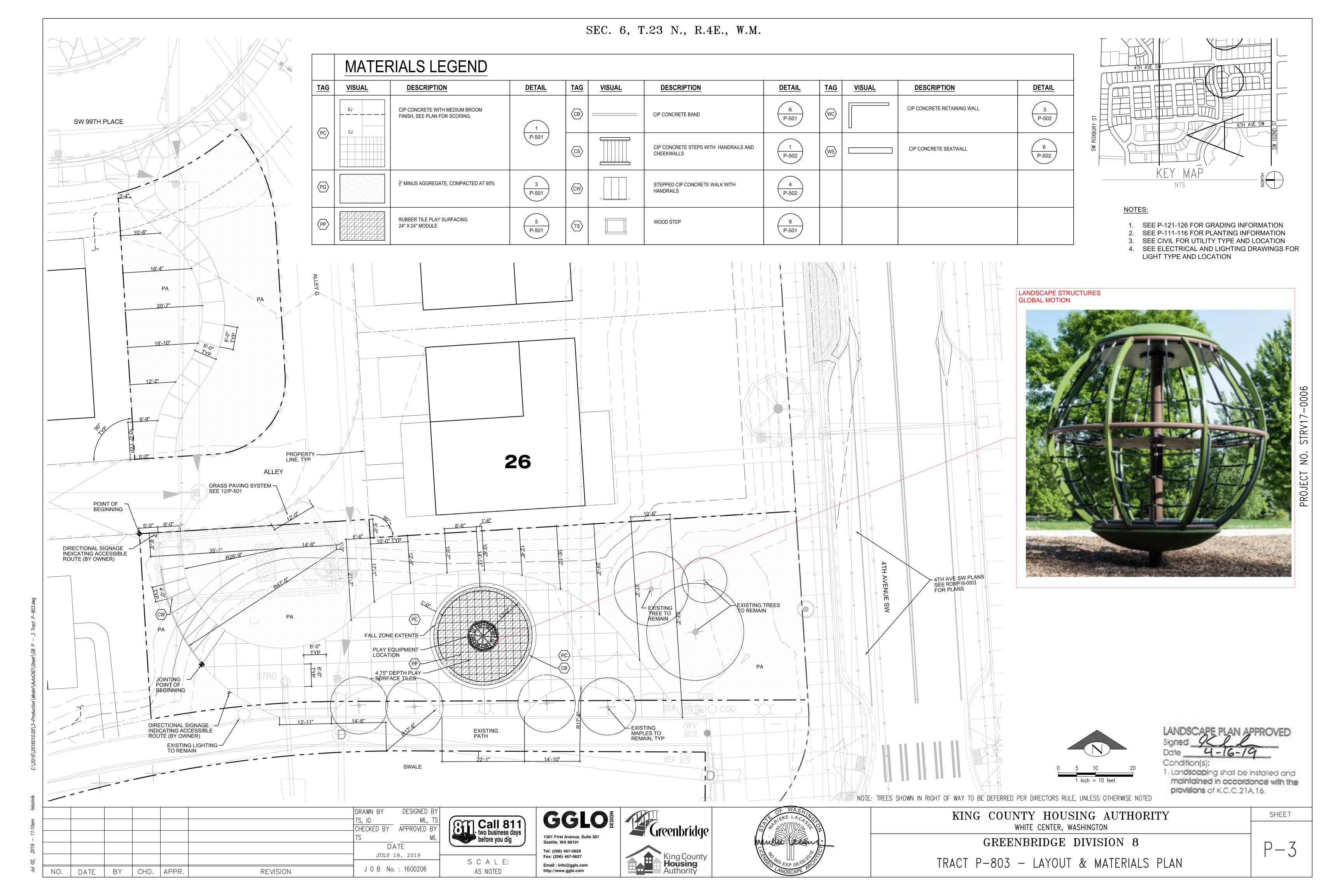
RULES PLAY

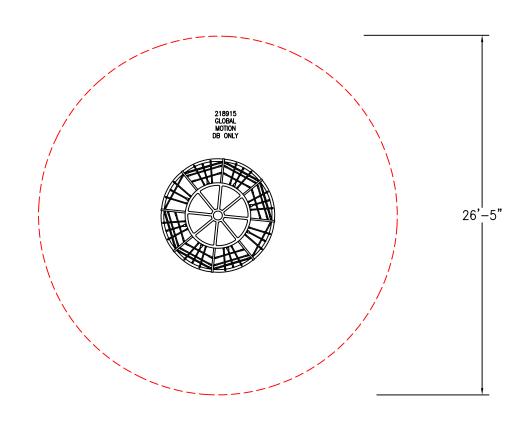
Rules play is motivated through play items that suggest games-with-rules, cooperation and team work, e.g. tic-tac-toe, timers or ball games.



WONDER

To wonder is motivated through play items that make children need and use their logical, abstract or creative thinking skills, as well as their memory.





Freestanding Play (5-12 years)

TOTAL ELEVATED PLAY COMPONENTS 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP 0
TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER 0
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN 1
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS 1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS 1
TOTAL DIFFERENT TYPES OF GROUND LEVEL COMPONENTS 1

THE MAXIMUM FALL HEIGHT OF THIS STRUCTURE IS 105"

M landscape structures



The play components identified on this p are IPEMA certified. (Unless model numb is preceded with *) The use and layout these components conform to the requirements of ASTM F1487. To verify

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5–12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BREED ON INFORMATION AMAILABLE TO US, PRIOR TO CONCERNICION, DEPIALED STIE INFORMATION RECLUDION STE DEDIESSION, TOPOGRAPHY DOSTRON STULINES, SOLIC CHORTICONS, AND RANNAGE STULINESS, SOLIC DESIGNATOR, AND CONTRACT OF PLAY AREA, SUZ. DIRECTORION, AND DESIGNATION AND CONTRACT OF PLAY AREA, SUZ. DIRECTORION, AND STEE PLAYMENINGS PROOF TO CHORDING, SUZE SHOULD BOT FACE THE HOT A FERRINGON SUR

CHOOSE A PROTECTINE SURFACINO MATERNAL THAT HAS A CRITICAL HOBERT MULE TO MEET THE MANAMA PLAN MOSEL FOR THE THE MATERIAL TO MEET THE PROTECTION OF THE PROT

DESIGNED BY:

COPYRIGHT: 6/29/16
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MAMESOTA 55328

Date Previous Drawing # Initials

SCALE: IN FEET

0' 1' 5' 10'

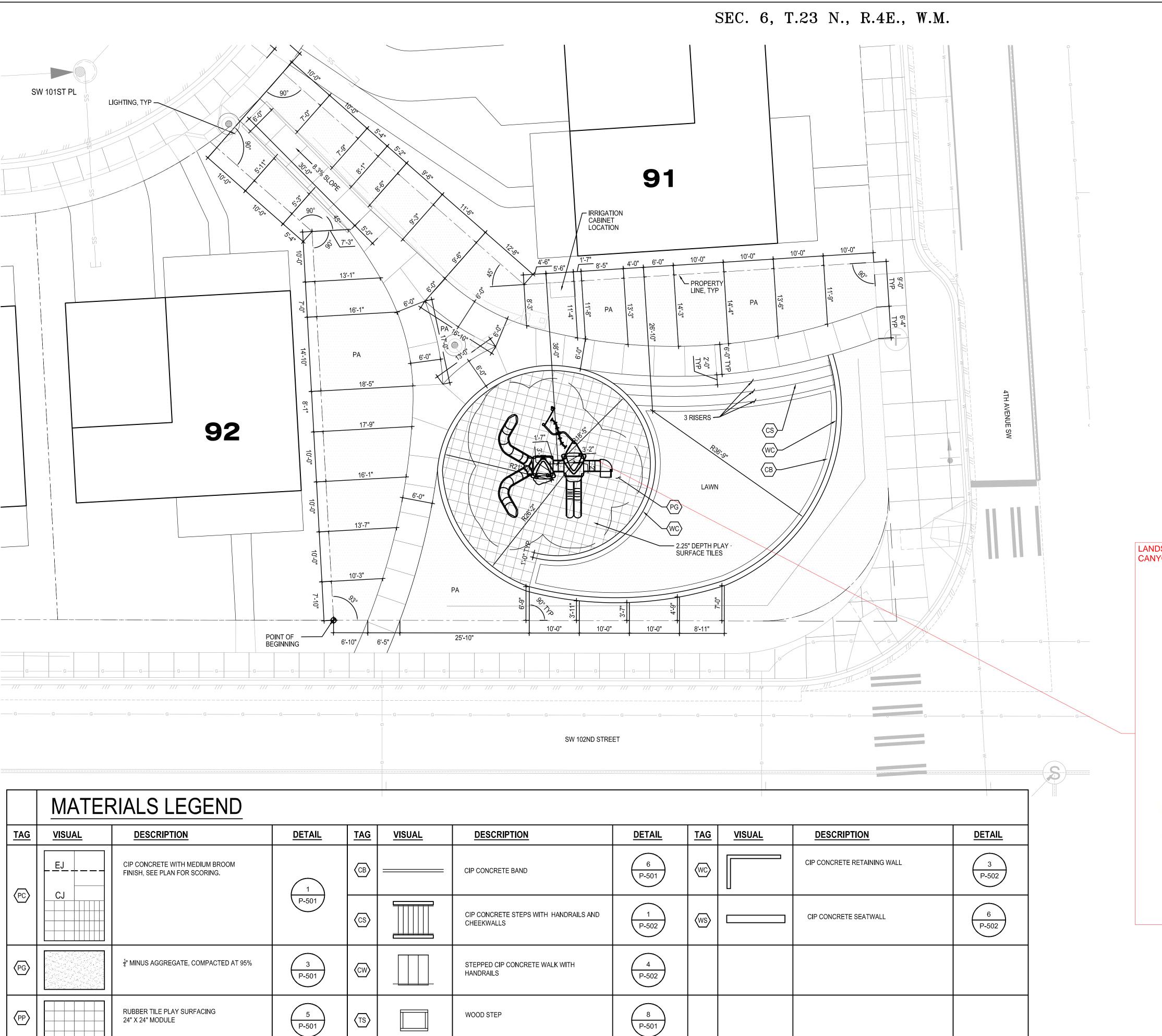
Global Motion

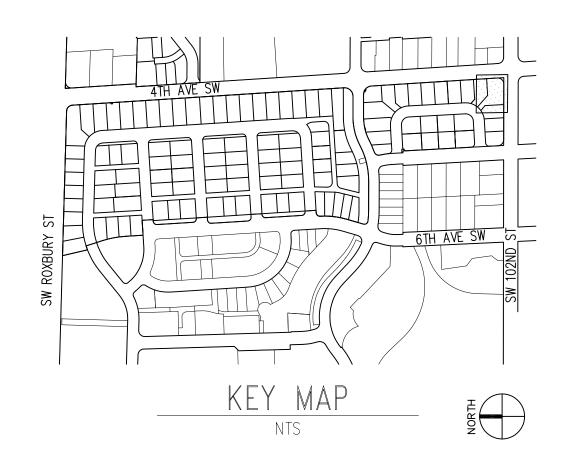
Landscape Structures, Inc. SYSTEM TYPE: FreeStanding

DRAWING #: 96123-1-1





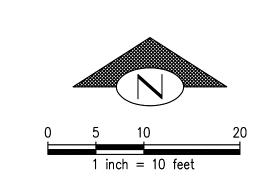




NOTES:

- 1. SEE P-121-126 FOR GRADING INFORMATION
- 2. SEE P-111-116 FOR PLANTING INFORMATION
- 3. SEE CIVIL FOR UTILITY TYPE AND LOCATION 4. SEE ELECTRICAL AND LIGHTING DRAWINGS FOR
- LIGHT TYPE AND LOCATION





KING COUNTY DPER	APPROVAL
Review Engineer	Date
Senior Engineer	Date
First and Last Name, P.E. DEVELOPMENT ENGINEER	Date

NOTE: TREES SHOWN IN RIGHT OF WAY TO BE DEFERRED PER DIRECTORS RULE, UNLESS OTHERWISE NOTED

KING COUNTY HOUSING AUTHORITY WHITE CENTER, WASHINGTON

GREENBRIDGE DIVISION 8
TRACT P-806 - LAYOUT & MATERIALS PLAN

SHEET

PROJECT

DESIGNED BY CHECKED BY APPROVED BY DATE 05/12/2020 TS ML Addendum #3 TS April 16, 2019 Addendum #2 J O B No. : 1600206 BY CHD. APPR. REVISION DATE

24" X 24" MODULE

Call 811 two business days before you dig S C A L E:

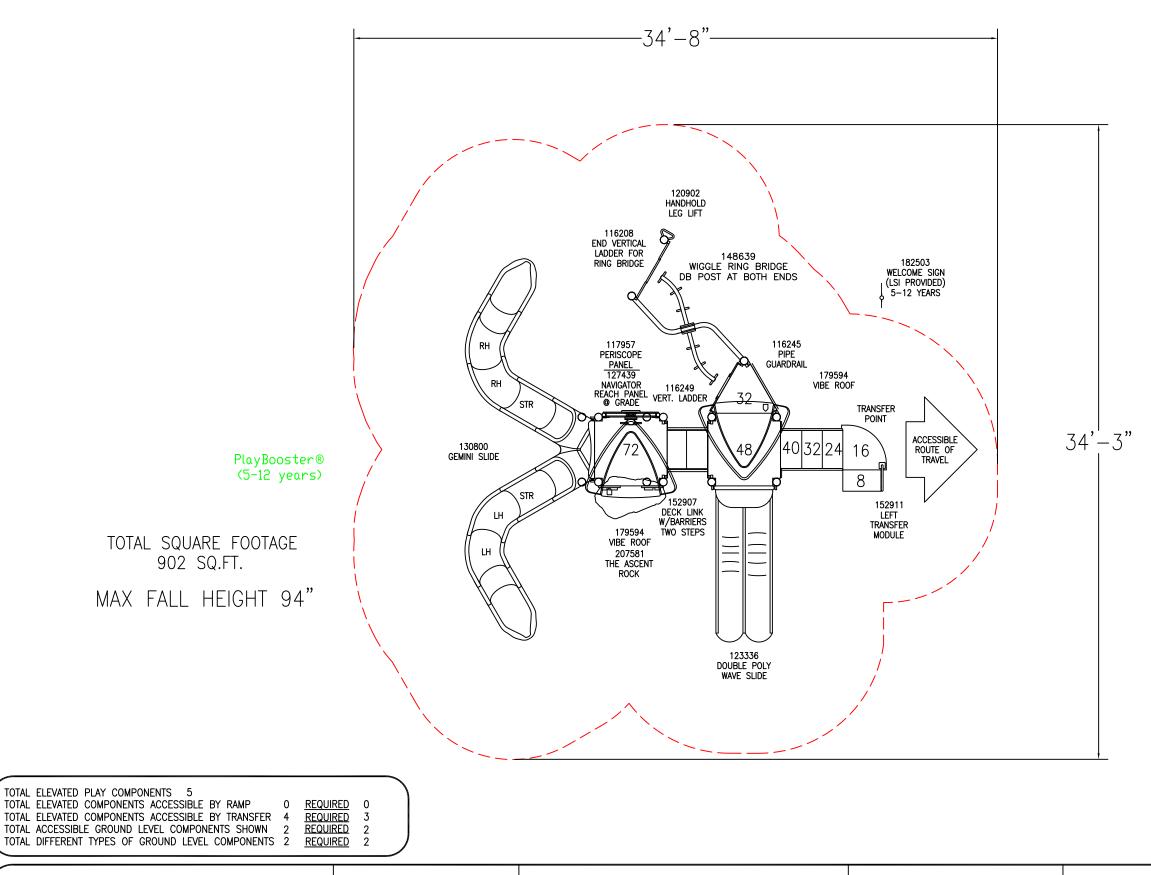
AS NOTED

WOOD STEP









landscape structures

PEMA CERTIFIED

The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and legout of these components conform to the requirements of ASTM F1497. To verify product certification, visit www.jpema.org

THIS PLAY AREA & PLAY EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WANTAIN THE PLATER LIFE FORMER. WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING STE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN, PLEASE VERIFY DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL SISTING UTILITIES, EQUIPMENT, AND SITE PURNISHINGS PRIOR TO GROPEING, SUIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY) PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION). THE SUBSURFACE MUST BE WELL DRAINED. IF THE SOIL DOES NOT DRAIN NATURALLY IT MUST BE TILED OR SLOPED 1/8" TO 1/4" PER FOOT TO A STORM SEWER OR A "FRENCH DRAIN".

DESIGNED BY:

COPYRIGHT: 2/25/15 LANDSCAPE STRUCTURES, INC. 601 7th STREET SOUTH - P.O. BOX 198 DELANO, MINNESOTA 55328 PH: 1-800-328-0035 FAX: 1-763-972-6091

ate	Previous Drawing #	Initio

SCALE: IN FEET

TOTAL ELEVATED PLAY COMPONENTS 5

TOTAL ELEVATED COMPONENTS ACCESSIBLE BY RAMP TOTAL ELEVATED COMPONENTS ACCESSIBLE BY TRANSFER 4

TOTAL SQUARE FOOTAGE

902 SQ.FT.

MAX FALL HEIGHT 94"

Canyon Collection Design #6

Landscape Structures

SYSTEM TYPE: PlayBooster

DRAWING #: Design #6





Greenbridge Division 8 Land Offering Addendum Number 3 October 1, 2020

Questions from Interested Builder/Developers:

We noted some minor reference and timing issues with the draft purchase and sale agreement.

A revised draft purchase and sale agreement that updates references and suggests timing to record easements is included with this addendum.

Could you provide a MS Word format document for the LOI required in the offering?

An MS Word format document is included with this addendum and attached in the 4th slot of the ADDENDA section of the offering.

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").

Basic	Terms.	
1.01	Seller:	KING COUNTY HOUSING AUTHORITY, a Washington municipal corporation.
1.02	Purchaser:	
a		
The Parcha size fr Seller	arcel will be aser will con oms	Greenbridge Division 8 in Greenbridge Master Plat (the "Property"). further subdivided into "Lots." The development of the Property by sist of detached single-family homes ("Homes") generally ranging in sq. feet to sq. feet: and such other amenities as set forth in the erty Offering of Acres; all of which will be subject to Seller's to its design review process.
(See E	Exhibit A for	legal description of the Property).
be mo	dified after re -current lega	er acknowledge and agree that the legal description of the Property will ecording of the Final Plat of Greenbridge Division 8, in order to provide all description of the Property, and that this event will occur prior to
	sary to accura	on of the Property may be modified by the parties or Escrow Agent, as attely describe the area, at any time prior to Closing or in preparation of
1.04	Purchase P	Price: \$
1.05	Earnest Mo	oney (See § 3.0): \$

1.06	Escrow Agent:	Chicago Title Insurance Company 10500 NE 8 th Street, Suite 600 Bellevue, WA 98004 Escrow Officer: Sherrill McCullough Escrow No:** Tel: 425-646-9882
1.07	Title Company:	Chicago Title Insurance Company 701 – 5 th Avenue, Suite 2300 Seattle, WA 98104 Title Officer:** Title Order No:** Tel:** Fax:**
1.08 unless	_	osing for the Parcels shall occur on, 20, SP-8.1, Section 8.5 and Section 15.1 below.
1.09	Title Objection Dat	e (See § 4.0): thirty (30) days after the Effective Date.
1.10	Feasibility Expirati	on Date (See § 5.0): No Feasibility Contingency.
1.11	Mutual Acceptance	Deadline (See § 13.14):, 20
1.12	Effective Date:	.*
1.13 this Ag	Exhibits: The follow greement:	ing marked Exhibits are incorporated into and made a part of
Ext Ext Ext Ext Ext Ext Ext Ext	hibit C – Owner Occu hibit D – Memorandu hibit E – Greenbridge hibit F – Temporary (hibit G – Easement fo hibit H – Front Yard I	nd General Assignment cancy Requirement n of Purchase Agreement and Repurchase Option Division 8 Plat construction Easement Pedestrian Access Stairways
1.14	Seller's Agent: Nor	e.
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 8th Street, #120

Bellevue, WA 98004

Attn: Vicki Orrico (orrico@jmmlaw.com)

Tel: 425-467-9968 Fax: 425-451-2818

Pu	rc	ha	se	r

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	ted as \$	For that clos	sing, the Total
Base Price for the Excess Price Participation would	ld be \$((\$ +	+ \$).
The difference between New Home Sales Price an	nd the Total Base	Price will be	multiplied by
%, and this amount will be owed to Seller	as Seller's Excess	s Price Partici	pation.

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 C 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 I) 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 E (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)		_ Infrastructure Road and Storm Drainage Consulting
b)	The KCHA WME Project (Water Plants Co. 20);	ans) (prepared by nsulting Engineers, dated
c)	The Improvement Plans (prepared by Engineers, dated 20);	_ Infrastructure Sanitary Sewer Consulting
d)	The Improvement Plans (prepared by Engineers, dated 20);	_ Infrastructure Franchise Utility Consulting
e)	The Improvements Plans (prepared by	Parks and Trails Landscape, dated, 20); and
	The Geotechnical Services Report (p, 20).	prepared by, dated

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 E (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 E, 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 E. 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 E, 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 F.
- **SP-8.10 Prior** to the sale of any Lot to a third party, Seller shall record an Easement For Pedestrian Access Stairways in substantially the form attached hereto as Exhibit G.
- **SP-8.11** Prior to the sale of any Lot to a third party, Seller shall record an Easement And Covenant For Landscaping And Maintenance In Front Yard Areas in substantially the form attached hereto as Exhibit H. *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 B 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.
- 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 <u>SELLER'S RE-PURCHASE OPTION</u>.

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 D (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.

- **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.
- 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.

- 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) <u>Automobile</u>. 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 C 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 C, 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 <u>Model Housing Units.</u> 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 <u>Marketing Materials</u>. 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 <u>Signage</u>. 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
	Ву:
	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, 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.

EXHIBIT B TO

REAL ESTATE PURCHASE AND SALE AGREEMENT

(GREENBRIDGE DIVISION 8)

BILL OF SALE AND GENERAL ASSIGNMENT

THIS RIFF OF	F SALE AND GE	NEKAL ASSIGNME	MI ("Bill	of Sale") is	made as of the	·
day of	, 20,	by KING COUNTY	HOUSING	G AUTHOR	RITY, a Washi	ngton
municipal	corporation	("Assignor"),	for	the	benefit	of
				an	d its successor	rs and
assigns ("Assi	gnee").					
As part of the oparticularly de Estate Purchas	closing of the Real scribed on Exhibit se and Sale Agreer, 20, as amer conveys and transfer	Property commonly karent attached hereto ("Rement between Assigned from time to time ers to Assignee any arr	eal Proper or and As ("Purchas	ty") pursuan signee with se Agreemer	nt to that certain an effective d nt"), Assignor h	n Real ate of nereby
and to the follo	owing:					

- 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 A	BOVE 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, 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.

EXHIBIT C

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

Document	MEMORANDUM OF PURCHASE AGREEMENT AND			
Title(s):	REPU	REPURCHASE OPTION		
Grantor(s):		·		
Grantee(s): KI	NG COU	NTY HOUSING AUTHORITY		
Legal	PORTIONS OF THE N.W. 1/4 OF THE N.E. 1/4 AND THE S.W. 1/4 OF			
Description:	THE N.E. 1/4, SECTION 6, TOWNSHIP 23N, RANGE 4E W.M., KING			
(abbreviated)	previated) COUNTY, WASHINGTON			
X Additional	legal is	of document.		
on pages				
Assessor's Property Tax Parcel/Account		A Parcel/Account		
Number:				

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 th
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 Kir
County Housing Authority. Furthermore, any party acquiring an interest in the subject property,
legally described in Exhibit 1, shall take title to all of the terms and conditions of said Agreeme
unless and until such time as the Agreement is released in writing by the King County Housir
Authority. Notwithstanding the foregoing, this Memorandum of Purchase Agreement ar
Repurchase Option Notice shall automatically terminate and be released with respect to each un
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

a Washington Limited Liability Company	
By:	_
[Print Name]	_
Its:	_
KING COUNTY HOUSING AUTHORITY,	
a Washington Municipal Corporation	
By:	
[Print Name]	•

unit.

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

STATE OF WASHINGTON)	
COUNTY OF KING) ss.	
	ve satisfactory evidence that is the person e, that he is the of
	a Washington limited dged that he was authorized to execute this instrument on behalf, and that he signed this the free and voluntary act of such corporation for the uses and ent.
DATED:	·
Notary Seal	
	Notary Public Residing at My appointment expires:
STATE OF WASHINGTON)) ss. COUNTY OF KING)	
who appeared before me, that he HOUSING AUTHORITY, a Was he/she was authorized to execute AUTHORITY, and that he/she sign	ve satisfactory evidence that is the person of the KING COUNTY in this instrument on behalf of the KING COUNTY HOUSING ed this instrument and acknowledged it as the free and voluntary or the uses and purposes mentioned in this instrument.
DATED:	·
Notary Seal	
	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, 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.

EXHIBIT E (GREENBRIDGE DIVISION 8 PLAT)

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

Document Tit	tle(s):	e(s): TEMPORARY CONSTRUCTION EASEMENT AGREEMENT		
Grantor(s):	KING	KING COUNTY HOUSING AUTHORITY		
Grantee(s):	[To Be Determined: (FUTURE CONTRACTOR)]			
Legal Description:	AC PA 33, DI PL	TN of Tracts P-201, TR-206, TR-207 and TR-208, ALL IN GREENBRIDGE DIVISION 2, CCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 250 OF PLATS, GES 1 THROUGH 10, INCLUSIVE, IN KING COUNTY, WASHINGTON; Lots 31, 32, 34, 39, 40, 41, 50, 51, 52, 61, 62, 63, 72, 73, 74, and 75, ALL IN GREENBRIDGE VISION 8, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME xx OF ATS, PAGES xx THROUGH xx INCLUSIVE, IN KING COUNTY, WASHINGTON.		
Assessor's Pro	operty T	Cax Parcel/Account Numbers: (To be inserted)		

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

(Greenbridge Division 8)

THIS TEMPORARY CONSTRUCTION EASEN	MENT AGREEMENT ("Easement Agreement")
is made effective as of ("Effecti	ve Date"), by and between KING COUNTY
HOUSING AUTHORITY, a Washington mu	nicipal 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.

- 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 COUNTY OF KING)
COUNTY OF KING) ss.)
sworn, affirms that of the KING	c in and for the State of Washington, duly commissioned and personally appeared before me, is known to be the G COUNTY HOUSING AUTHORITY, a Washington municipal
free and voluntary act and deed of	regoing instrument, and acknowledged this instrument to be the of said non-profit corporation, for the uses and purposes therein the/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 COUNTY OF)) ss.
	,
sworn, affirms that of [To Be limited liability company, who instrument to be the free and volume to be the free and	c in and for the State of Washington, duly commissioned and personally appeared before me, is known to be the Determined: FUTURE CONTRACTOR, LLC], a Washington executed the foregoing instrument, and acknowledged this untary act and deed of said company, for the uses and purposes ated 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 THE FOLLOWING DESCRIBED PROPERTY:

TRACTS P-201, TR-206, TR-207, AND TR-208, 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.

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

Document Tit	cument Title(s): EASEMENT FOR PEDESTRIAN ACCESS STAIRWAYS				
Grantor(s):	KING	ING COUNTY HOUSING AUTHORITY			
Grantee(s):	To Be Determined: (FUTURE CONTRACTOR)]				
Legal Description:					
	GR VC	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.			
	SIT	SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.			
Assessor's Pro	operty T	Tax Parcel/Account Numbers: To be inserted			

EASEMENT FOR PEDESTRIAN ACCESS STAIRWAYS

THIS	EASEMENT	FOR	PEDESTRIAN	ACCESS	STAIRWAYS	AGREEMENT
("Easement A	greement") is n	nade ef	fective as of	("]	Effective Date"),	by and between
KING COUN	TY HOUSING	AUTI	HORITY, a Wash	nington mur	nicipal corporation	on ("Grantor" or
"KCHA"), and	d	, ("G:	rantee").			

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").

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:

CD ANTEOD

STATE OF WASHINGTON)	
STATE OF WASHINGTON) ss. COUNTY OF KING)	
The undersigned, a Notary Public in and	d for the State of Washington, duly commissioned and
sworn, affirms that	personally appeared before me, is known to be the NTY HOUSING AUTHORITY, a Washington municipal
of the KING COUN	NTY HOUSING AUTHORITY, a Washington municipal
	instrument, and acknowledged this instrument to be the
	ion-profit corporation, for the uses and purposes therein was authorized to execute said instrument.
mentioned, and on outri stated that he sile	was addiofized 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)	
) ss.	
COUNTY OF)	
The undersigned a Notery Public in and	d for the State of Washington, duly commissioned and
· · · · · · · · · · · · · · · · · · ·	personally appeared before me, is known to be the
	ined: FUTURE CONTRACTOR, LLC], a Washington
	ed the foregoing instrument, and acknowledged this
	ct and deed of said company, for the uses and purposes
· · · · · · · · · · · · · · · · · · ·	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 THE FOLLOWING DESCRIBED PROPERTY:

TRACTS P-201, TR-206, TR-207, AND TR-208, 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.

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

Document Title(s): EASEMENT FOR LANDSCAPING			PING AND MAINTENANCE
Grantor(s): [To Be Determined: (FUTURE CONTRACTOR)]			
Grantee(s): KING COUNTY HOUSING AUTHORITY; THE GREENBRIDGE ASSOCIATION			
Legal Description: PTN OF LOTS 9 THROUGH 26, INCLUSIVE, AND 84 THOUGH 91, INCLUSIVE, IN GREENBRIDGE DIVISION 8, ACCORDING TO THE PLAT THEREOF RECOR IN VOLUME xx OF PLATS, PAGES xx THROUGH xx INCLUSIVE, IN KING COUWASHINGTON. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.		ACCORDING TO THE PLAT THEREOF RECORDED ES xx THROUGH xx INCLUSIVE, IN KING COUNTY,	
Assessor's Property Tax Parcel/Account Numbers:		Tax Parcel/Account Numbers:	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 Exhibit A, which property was subdivided pursuant to that certain plat known as Greenbrid Division 8 and recorded in, records of King Coun Washington (hereafter this plat is referred to as "Greenbridge Division 8");	lge
B. Grantor purchased the aforementioned property from KCHA, which sale included certaterms and conditions concerning the development and maintenance of Greenbridge Division and	
C. Consistent with those terms and conditions,	ain hin
AGREEMENT NOW, THEREFORE, in and for the consideration of the promises and undertakings set fo herein, the adequacy and sufficiency of which is admitted, Grantor does hereby grant, covena agree and declare as follows:	
1. <u>Grant of Easement and Covenant Concerning Landscaped Lots</u> . Grantor hereby grants 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

(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.

- 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. <u>Covenant Runs with the Land</u>. 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. <u>Waiver</u>. 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. <u>Applicable Law and Venue</u>. 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)	
COUNTY OF KING) ss.	
sworn, affirms that of, who executed instrument to be the free and voluntary act	or the State of Washington, duly commissioned and personally appeared before me, is known to be the a Washington d the foregoing instrument, and acknowledged this and deed of said, for the uses
and purposes therein mentioned, and on oa instrument.	ath stated that he/she was authorized to execute said
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.	
sworn, affirms that	or the State of Washington, duly commissioned and personally appeared before me, is known to be the UNTY HOUSING AUTHORITY, a Washington
municipal corporation, who executed the for to be the free and voluntary act and deed of	regoing instrument, and acknowledged this instrument said municipal corporation, for the uses and purposes e/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:

•
d for the State of Washington, duly commissioned and personally appeared before me, is known to be the BRIDGE ASSOCIATION, a Washington nonprofit
instrument, and acknowledged this instrument to be the on-profit corporation, for the uses and purposes therein was authorized to execute said instrument.
, 2020.
(Print or type name)

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

GREENBRIDGE DIVISION 8 LAND SALE PRICE PROPOSAL AND HOME SALES INFORMATION

PURCHASER:				
Contact Person:				
Address:				
Phone Number:				
Email:				
Offering Price \$_				
Summary of Home	s Proposed			
Home Style	Square Feet	Lot Type	Home Sale Price	Number of Homes

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John Eliason, Development Director King County Housing Authority 600 Andover Park West Tukwila, WA 98188

RE: Greenbridge Land Offering Letter of Intent

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This non-binding Letter of Intent sets forth the general terms and conditions which ______ ("Purchaser") desires to enter into a binding Purchase and Sale Agreement ("REPSA") and related documents with the King County Housing Authority ("KCHA") for the described property in the Greenbridge master planned community:

1	Property			R-P209, Lots 13	3-17 Greenbridge		
	• •	Division 2 Reco	rded Plat				
2	Proposed	Detached homes ranging in square footage from to sq.					
	Development	ft.					
	z c · cropmon						
3	Purchase Price	18.2 acre bulk parcel at \$ for 107 detached homes and 5					
5	Turchase Trice	parks development.					
		parks developi	iiciit.				
_		Φ.		11.	1 , 1,		
4	Earnest Money	\$ promissory note held in escrow and converted to					
		cash upon waiver of feasibility.					
5	Feasibility Period	45 days from date of mutual acceptance of the REPSA.					
	<u> </u>						
6	Closing Date	Closing to occur on all property 30 days after waiver of					
	9	feasibility.					
		Toublethity.					
7	Title/Escrow	Chicago Title Insurance Company					
8	Duofit Dauticination	Durchasar agre	es to profit per	ticination on t	ha sala of homes on		
0	Profit Participation	Purchaser agrees to profit participation on the sale of homes on					
		purchased lots. KCHA shall be entitled to 25% of the					
		difference between the listed price for profit participation					
		below and the price at the time of the sale.					
			ъ п	T 0 .:	m . 1p		
		Home Type	Base Home Sales Price	Inflation Buffer	Total Base Price for Profit		
		(Sq Ft)	Sales Frice	Duller	Participation		
					Calculation		
					Calculation		
		SAMPLE	\$825,000	\$2,500	\$827,500		

9 Additional Terms

Design Guidelines: All of Purchaser's building plans, landscaping and improvements must be approved by KCHA based on the Greenbridge Design Guidelines and Division 8 Supplement. KCHA will provide 2 art pieces as integrated with the design review to assist in obtaining approval for the art plan. Purchaser must identify any Greenbridge Design Guideline for which it requests a waiver or modification prior to waiver of feasibility.

Owner-Occupancy Requirement: Purchaser may not lease or rent units and shall sell finished housing units only to parties who agree, as consideration for their purchase of a housing unit, to occupy the housing unit for a minimum of eighteen months, unless such requirement is waived in writing by KCHA. The procedures for compliance with this requirement shall be set forth in the REPSA.

Community Association: Purchaser understands that there is a community association for Greenbridge and that 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 contains a number of requirements and rules applicable to the Property.

Related Documents: As master developer, KCHA has recorded several Declarations (including CCR's) to be reflected in the title report. Permitted exceptions will be listed in the REPSA and further identified during review of title reports.

Damage Deposit: Purchaser shall post a damage deposit in the amount of \$85,000. The cash deposit will be placed in escrow at closing. The damage deposit will cover damage to KCHA constructed improvements in Greenbridge.

Lot Repurchase: Lots purchased by Purchaser shall have a resale restriction. Purchaser shall give KCHA first opportunity to repurchase lots at the original Purchase Price, or upon KCHA election not to repurchase, the lots may be sold to another KCHA approved builder and any net proceeds from such approved sale above the lot price Purchase paid KCHA shall be shared 50% to Purchaser 50% with KCHA.

This Letter of Intent is not binding on either party and merely identifies the basic terms and conditions of a proposed Purchase and Sale Agreement between the parties. Until such time as a Purchase and Sale Agreement is executed by the parties, the parties agree that KCHA has no obligation to sell and Purchaser has no obligation to buy the Property.

The parties agree to negotiate, in good faith, with the goal of reaching agreement on a Purchase and Sale Agreement, to be executed no later than 60 days after this letter is signed. Once this letter is fully signed, KCHA will direct its legal counsel to prepare a draft Purchase and Sale Agreement. Purchaser acknowledges that final approval of a Purchase and Sale Agreement requires approval of KCHA's Board of Commissioners. KCHA will endeavor to obtain such approval as promptly as possible.

The parties further acknowledge that KCHA must obtain approval of HUD before closing on the sale of the Property. KCHA will diligently pursue such approval. KCHA does not anticipate that obtaining such approval will be a problem, but in the event that KCHA is unable to obtain HUD approval of this transaction, Purchaser shall be entitled to a refund of all Earnest Money Deposits, regardless of any other provision in this Letter of Intent.

We look forward to working on this transaction towards a successful purchase of the property.

PURCHASER	
[Purchaser's Name]	
By:	
Its:	
AGREED AND ACCEPTED:	
KING COUNTY HOUSING AUTHORITY	

DIDCHACED

Greenbridge Division 8 Land Offering Addendum Number 4 October 8, 2020

Questions from Interested Builder/Developers:

We noted some appendix information was missing in the draft purchase and sale agreement updated in Addendum 3.

Thank you for your comment. Appears that some exhibit information was left out of the draft agreement updated in Addendum 3. Please refer to the recorded Division 8 plat included with Addendum 2 that will be the new Exhibit E. Please refer to the original draft purchase and sale agreement included in the July 30, 2020 offering documents for the agreement included in Exhibit I.

Additional information provided by KCHA:

KCHA has been informed by PSE that a new developer extension agreement will be required for the purchased property. PSE has confirmed that the design included in the franchise utility plans is current and would be used as a basis for the new developer extension agreement.