

# Final Plat Templates and Guidelines

## 1. Owner's Certificate

- Edit certificate to reflect singular/plural nature of ownership.
- Repeat signature and date provisions as necessary for all owners.
- Signature provision can be modified to suit other signature needs such as when the person signing will be doing so in a representative capacity. Examples of signature provisions are shown below.

### 1A. With a dedication of right of way

#### **OWNER'S CERTIFICATE**

BE IT KNOWN BY THESE PRESENTS THAT (*I/WE*), THE UNDERSIGNED, (*OWNER/OWNERS*) OF THE LAND LEGALLY DESCRIBED HEREON AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL, HEREBY (*DECLARES/DECLARE*) THAT THIS SUBDIVISION HAS BEEN MADE WITH (*MY/OUR*) FREE CONSENT AND IN ACCORDANCE WITH (*MY/OUR*) DESIRES. FURTHER THE UNDERSIGNED, GRANTOR(S), HEREBY DEDICATE TO THE CITY OF REDMOND FOR THE USE BY THE PUBLIC FOREVER, (*INSERT A DESCRIPTION OF SORTS BASED ON THE PLAT'S CHARACTERIZATION OF THE R/W DEDICATION*) SHOWN HEREON, AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS IN THE ORIGINAL REASONABLE GRADING FOR ROADS, AND THE RIGHT TO CONTINUE TO DRAIN SAID ROADS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MAY TAKE A NATURAL COURSE.

AS REQUIRED BY R.C.W. 58.17.165, THE GRANTOR(S) HEREBY WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS, AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF REDMOND, 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 THE CITY OF REDMOND. FURTHER THE GRANTOR(S) HEREBY AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF REDMOND, 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 SUB-SURFACE WATER FLOWS WITHIN THIS SUBDIVISION. PROVIDED, HOWEVER; THAT THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY OF REDMOND, ITS SUCCESSORS OR ASSIGNS.

\_\_\_\_\_  
(Signature of Owner)

\_\_\_\_\_  
(Date)

- When there is a dedication of right of way and the dedication is subject to a deed of trust, then include this signature provision also

ACKNOWLEDGED AND CONSENTED TO BY \_\_\_\_\_ THE BENEFICIARY PER DEED OF TRUST PER KING COUNTY RECORDING NUMBER \_\_\_\_\_.

By: \_\_\_\_\_  
(Date)

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

### 1B. Without a dedication of right of way

#### **OWNER'S CERTIFICATE**

BE IT KNOWN BY THESE PRESENTS THAT (*I/WE*), THE UNDERSIGNED, (*OWNER/OWNERS*) OF THE LAND LEGALLY DESCRIBED HEREON AND INCORPORATED HEREIN BY THIS REFERENCE AS IF SET FORTH IN FULL, HEREBY (*DECLARE/DECLARES*) THAT THIS SUBDIVISION HAS BEEN MADE WITH (*MY/OUR*) FREE CONSENT AND IN ACCORDANCE WITH (*MY/OUR*) DESIRES.

\_\_\_\_\_  
(Signature of owner)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print owner's name)

## 2. Signature Provisions

- Example

TAHOMA CONSTRUCTION COMPANY, INC., A WASHINGTON CORPORATION

By: \_\_\_\_\_  
(Date)

Its: \_\_\_\_\_  
(Title of person signing i.e. President, Vice-President)

**3. Acknowledgements**

- Provide appropriate notary certificate(s) for owner’s signature(s) and beneficiary’s signature(s) for having that/those signatures acknowledged. See RCW Chapter 42.44 and Chapter 42.44.110, Short forms of certificates for information and examples. The two examples below are per RCW 42.44.110. If in doubt as to which notary certificate to use please consult with your attorney.

**ACKNOWLEDGEMENTS**

STATE OF WASHINGTON )  
 ) SS.  
 COUNTY OF KING )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT (HE, SHE, THEY) SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER/THEIR) FREE AND VOLUNTARY ACT FOR THE USES AND PUPROSES MENTIONED IN THE INSTRUMENT.

DATED THIS \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_ (Stamp or Seal)  
 TITLE \_\_\_\_\_  
 MY APPOINTMENT EXPIRES \_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF WASHINGTON )  
 ) SS.  
 COUNTY OF KING )

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT \_\_\_\_\_ IS THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE \_\_\_\_\_ OF \_\_\_\_\_ TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PUPROSES MENTIONED IN THE INSTRUMENT.

DATED THIS \_\_\_\_\_  
 SIGNATURE \_\_\_\_\_ (Stamp or Seal)  
 TITLE \_\_\_\_\_  
 MY APPOINTMENT EXPIRES \_\_\_\_\_

**4A and 4B. City Engineer Approval and City Mayor Approval**

**CITY OF REDMOND APPROVALS**

EXAMINED AND APPROVED PER R.C.W. 58.17.160(1) THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
 CITY ENGINEER, CITY OF REDMOND (Provide a 2 inch diameter clear space for engineer’s seal)

  

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, REDMOND CITY COUNCIL.

\_\_\_\_\_  
 MAYOR, CITY OF REDMOND

\_\_\_\_\_  
 ATTEST: CLERK, CITY OF REDMOND

(Provide a 2 inch diameter clear space for City seal)

**4C. City Finance Director**

**CITY OF REDMOND DEPARTMENT OF FINANCE**

I HEREBY CERTIFY THAT ALL DELINQUENT ASSESSMENTS AFFECTING THE PROPERTY WITHIN THIS SUBDIVISION, AND ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY WITHIN THIS SUBDIVISION DEDICATED HEREON AS STREETS, ALLEYS OR FOR OTHER PUBLIC USE HAVE BEEN PAID IN FULL.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
CITY OF REDMOND FINANCE DIRECTOR

**4D. King County Department of Assessments Approval**

**KING COUNTY DEPARTMENT OF ASSESSMENTS**

EXAMINED AND APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
KING COUNTY ASSESSOR

\_\_\_\_\_  
DEPUTY KING COUNTY ASSESSOR

KING COUNTY TAX ACCOUNT NUMBER(S) \_\_\_\_\_

**4E. County Finance Director’s Certificate**

**KING COUNTY FINANCE DIRECTOR’S CERTIFICATE**

I HEREBY CERTIFY THAT ALL PROPERTY TAXES ARE PAID, THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION AND THAT ALL SPECIAL ASSESSMENTS CERTIFIED TO THIS OFFICE FOR COLLECTION ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS, ALLEYS OR FOR ANY OTHER PUBLIC USE ARE PAID IN FULL THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
MANAGER, KING COUNTY OFFICE OF FINANCE

\_\_\_\_\_  
DEPUTY

(Provide a 2 inch diameter clear space for King County Treasury seal)

**5. Land Surveyor and County Recording Official’s Information**

Every sheet shall include:

- the business name of the firm and/or land surveyor that performed the survey
- sheet identification numbers such as “Sheet 1 of 5”.

The following items shall be included on the **first sheet** of the plat and shall be located along the bottom or right edge, but shall not compromise the placement of the City’s title block:

- Land Surveyors Certificate
- Auditor’s Certificate, and
- Indexing Information (on first sheet only as required by WAC 332-130-050 (1) (A) and (B)).

**LAND SURVEYOR’S CERTIFICATE**

I HEREBY CERTIFY THAT THIS FINAL PLAT OF \_\_\_\_\_ CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF \_\_\_\_\_ IN \_\_\_\_\_ 20\_\_\_\_, AND SAID SURVEY WAS BASED UPON AN ACTUAL SURVEY OF SECTION\_\_\_\_, TOWNSHIP \_\_\_\_\_, RANGE \_\_\_\_\_, W.M.; THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS ACTUALLY SURVEYED; THAT THE COURSES AND DISTANCES SHOWN HEREON ARE CORRECT; THAT (1) MONUMENTS AS DESCRIBED AND SHOWN HEREON, UNLESS STATED OTHERWISE HEREON, HAVE BEEN SET AT ALL LOT CORNERS AS SHOWN; (2) MONUMENTS AS

DESCRIBED AND SHOWN HEREON AS "SET" HAVE BEEN SET AS SHOWN; AND (3) ALL MONUMENTS DESCRIBED AND SHOWN HEREON THAT ARE SHOWN "TO BE SET" WITHIN THE RIGHT-OF-WAY, WITHIN AND WITHOUT THE BOUNDARY OF THIS SUBDIVISION, WILL BE SET AFTER THE STREET IS PAVED.

\_\_\_\_\_  
(Name of surveyor and license number)

(Professional Land Surveyor's seal  
with signature and date.)

(Every sheet of multiple sheets shall have surveyor's  
seal, signature and the date signed.)

#### AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M., IN VOL. \_\_\_\_\_ OF PLATS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF \_\_\_\_\_.

DIVISION OF RECORDS AND ELECTIONS

\_\_\_\_\_  
MANAGER

\_\_\_\_\_  
SUPERINTENDENT OF RECORDS

#### Example of Indexing

PORTION OF SW ¼ OF SE ¼, SECTION 25, T26N, R5E, W.M.

### 6. City of Redmond Title Block

- The title block shall be located at the lower right hand corner on each sheet of the plat. The location of this title block's placement on the final plat shall have priority over the placement of the county recording official's information block.
- The following information must be included in the title block:
  - **Project Name** (The "Project/Development Name" as shown on the plat's General Application Form" i.e. Forest Park Estates )
  - **City of Redmond Development Number** (The "DEV#" as shown on the plat's "General Application Form" i.e. DEV090957)
  - **City of Redmond File Number** (The "File # L" as shown on the plat's "General Application Form" i.e. L090999)
  - **City of Redmond, King County, Washington**

### 7. City of Redmond House Address System

1. "AVENUES" RUN NORTH AND SOUTH ( \_\_\_\_\_ AVE NE)
2. "STREETS" RUN EAST AND WEST (NE \_\_\_\_\_ STREET)
3. "PLACE" PARALLELS "AVENUE"
4. "WAY" PARALLELS "STREET"
5. "COURT" – DEAD END STREET
6. ODD NUMBERED ADDRESSES – WEST AND SOUTH
7. EVEN NUMBERED ADDRESSES – NORTH AND EAST
8. NUMBERS GET LARGER WHEN GOING NORTH AND EAST
9. WHEN MORE THAN FOUR LOTS WITHIN A SUBDIVISION OR SHORT SUBDIVISION ARE ACCESSED FROM THE SAME ACCESS ROAD, EACH HOUSE ADDRESS SHALL BE BASED ON THAT ACCESS ROAD'S DESIGNATION AS DETERMINED BY THE REDMOND FIRE MARSHAL.
10. ALL HOUSE ADDRESSES WITHIN A SUBDIVISION OR SHORT SUBDIVISION SHALL BE DETERMINED AND APPROVED BY THE REDMOND FIRE MARSHAL.

### 8. Utility Easement Provision

- Edit as indicated by note (1).

#### CITY OF REDMOND UTILITY EASEMENT PROVISIONS

THE OWNER(S) OF THE LAND(S) HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANTS AND CONVEYS TO THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS A PERPETUAL EASEMENT(S) FOR UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SANITARY SEWER, STORM DRAINAGE, ELECTRICITY, NATURAL GAS, TELECOMMUNICATIONS, CABLE TV, AND OTHER SUCH UTILITIES THAT MAY BE

DEVELOPED AND THEIR NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO ACROSS ADJACENT LAND(S) OF GRANTOR FOR THESE PURPOSES. THIS EASEMENT AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS AND ASSIGNS OF THE OWNER(S) OF LAND HEREBY SUBDIVIDED. THE CITY OF REDMOND ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDING OF LAW, AT SUCH TIME AS MAY BE NECESSARY, TO ENTER UPON SAID EASEMENT(S) FOR THE PURPOSE OF INSTALLING, REPLACING, OPERATING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID UTILITIES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE; PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE GRANTEE. THE GRANTOR SHALL RETAIN THE RIGHT TO THE SURFACE OF THE SAID EASEMENT(S) IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES. HOWEVER, THE GRANTOR SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES, INCLUDING BUT NOT LIMITED TO DECKS, CARPORTS, HOT TUBS, PATIOS, AND RETAINING WALLS WITHIN THE EASEMENT(S). ALSO THE GRANTOR SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO THE GRANTOR SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREA(S) IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE GRANTEE PURSUANT TO ITS RESTORATION DUTIES HEREIN.

THE LOCATION OF THE EASEMENT(S) HEREBY GRANTED AND CONVEYED IS (1)

(1) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or
- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat ie., C.O.R.U.E. or other like annotation so long as it is the same annotation as is on the plat's depiction of the easement's location.)

For example: TRACT A OF THIS PLAT AND THOSE LOCATIONS GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS C.O.R.U.E.

## 9. Water Easement

- Edit as indicated by note (1).

### CITY OF REDMOND WATER EASEMENT PROVISIONS

THE OWNER OF THE LAND HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANTS AND CONVEYS TO THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT(S) FOR WATER LINES AND SYSTEM FACILITIES AND ALL NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO ACROSS ADJACENT LANDS OF THE GRANTOR FOR THESE PURPOSES IN THE LOCATION(S) SPECIFIED BELOW. THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW, AT SUCH TIME AS MAY BE NECESSARY, TO ENTER UPON SAID EASEMENT(S) FOR THE PURPOSE OF INSTALLING, REPLACING, OPERATING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID WATER LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THERETO; PROVIDED THAT, SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE GRANTEE. THE GRANTOR SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT(S) IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID WATER LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES. HOWEVER, THE GRANTOR SHALL NOT ERECT OR MAINTAIN BUILDINGS OR STRUCTURES, INCLUDING BUT NOT LIMITED TO DECKS, CARPORTS, HOT TUBS, PATIOS, AND RETAINING WALLS WITHIN THE EASEMENT(S). ALSO, THE GRANTOR SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING ROOT PATTERNS THAT MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID WATER LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES. ALSO, THE GRANTOR SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREA(S) IN SUCH A WAY AS TO CAUSE EXCESSIVE COST TO THE GRANTEE PURSUANT TO ITS RESTORATION DUTIES HEREIN.

THE LOCATION OF THE EASEMENT(S) HEREBY GRANTED AND CONVEYED IS (1)

(1) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or
- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat ie., COR Water Easement or other like annotation so long as it is the same annotation as is on the plat's depiction of the easement's location.)

For example: TRACT A AND THAT PORTION OF LOT 1 GRAPHICALLY DEPICTED AND IDENTIFIED HERON AS COR WATER EASEMENT.

Please do not provide both a legal description and a call for the plat's graphic depiction of the same easement location. For easements required along R/W strips and corridors being dedicated by the plat such as City of Redmond Utility Easement and City of Redmond Sidewalk Easement, please consider calling for the plat's graphic depiction of the easement's location rather than writing a legal description.

## 10. Sanitary Sewer Easement

- Edit as indicated by note (1).

**CITY OF REDMOND SANITARY SEWER EASEMENT PROVISIONS**

THE OWNER OF THE LAND HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANTS AND CONVEYS TO THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT(S) FOR SANITARY SEWER LINES AND SYSTEM FACILITIES AND ALL NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO ACROSS ADJACENT LANDS OF THE GRANTOR FOR THESE PURPOSES IN THE LOCATION(S) SPECIFIED BELOW. THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW, AT SUCH TIME AS MAY BE NECESSARY, TO ENTER UPON SAID EASEMENT(S) FOR THE PURPOSE OF INSTALLING, REPLACING, OPERATING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID SANITARY SEWER LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THERETO; PROVIDED THAT, SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE GRANTEE. THE GRANTOR SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT(S) IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID SANITARY SEWER LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES. HOWEVER, THE GRANTOR SHALL NOT ERECT OR MAINTAIN BUILDINGS OR STRUCTURES, INCLUDING BUT NOT LIMITED TO DECKS, CARPORTS, HOT TUBS, PATIOS, AND RETAINING WALLS WITHIN THE EASEMENT(S). ALSO, THE GRANTOR SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING ROOT PATTERNS THAT MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID SANITARY SEWER LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES. ALSO, THE GRANTOR SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREA(S) IN SUCH A WAY AS TO CAUSE EXCESSIVE COST TO THE GRANTEE PURSUANT TO ITS RESTORATION DUTIES HEREIN.

THE LOCATION OF THE EASEMENT(S) HEREBY GRANTED AND CONVEYED IS (1)

(1) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or
- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat i.e., COR Sanitary Sewer Easement or other like annotation so long as it is the same annotation as is on the plat's depiction of the easement's location.)

For example: TRACT A AND THAT PORTION OF LOT 1 GRAPHICALLY DEPICTED AND IDENTIFIED HERON AS COR SANITARY SEWER EASEMENT.

**11. Water and Sanitary Sewer Easement**

**CITY OF REDMOND WATER AND SANITARY SEWER EASEMENT PROVISIONS**

THE OWNER OF THE LAND HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANTS AND CONVEYS TO THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT(S) FOR WATER LINES AND SYSTEM FACILITIES AND ALL NECESSARY APPURTENANCES AND SANITARY SEWER LINES AND SYSTEM FACILITIES AND ALL NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO ACROSS ADJACENT LANDS OF THE GRANTOR FOR THESE PURPOSES IN THE LOCATION(S) SPECIFIED BELOW. THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW, AT SUCH TIME AS MAY BE NECESSARY, TO ENTER UPON SAID EASEMENT(S) FOR THE PURPOSE OF INSTALLING, REPLACING, OPERATING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID WATER LINES AND SANITARY SEWER LINES AND SYSTEM FACILITIES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THERETO; PROVIDED THAT, SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE GRANTEE. THE GRANTOR SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT(S) IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID WATER LINES AND SANITARY SEWER SYSTEM FACILITIES. HOWEVER, THE GRANTOR SHALL NOT ERECT OR MAINTAIN BUILDINGS OR STRUCTURES, INCLUDING BUT NOT LIMITED TO DECKS, CARPORTS, HOT TUBS, PATIOS, AND RETAINING WALLS WITHIN THE EASEMENT(S). ALSO, THE GRANTOR SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING ROOT PATTERNS THAT MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID WATER LINES AND SANITARY SEWER AND SYSTEM FACILITIES. ALSO, THE GRANTOR SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREA(S) IN SUCH A WAY AS TO CAUSE EXCESSIVE COST TO THE GRANTEE PURSUANT TO ITS RESTORATION DUTIES HEREIN.

FOR WATER LINES AND APPURTENANCE: THE LOCATION OF THE EASEMENT(S) HEREBY GRANTED AND CONVEYED IS (1)

FOR SANITARY SEWER LINES AND APPURTENANCES: THE LOCATION OF THE EASEMENT(S) HEREBY GRANTED AND CONVEYED IS (2)

(1) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or
- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat i.e., COR Water Easement or other like annotation so long as it is the same annotation as is on the plat's depiction of the easement's location.)

For example: TRACT A AND THAT PORTION OF LOT 1 GRAPHICALLY DEPICTED AND IDENTIFIED HERON AS COR WATER EASEMENT.

(2) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or

- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat ie., COR Sanitary Sewer Easement or other like annotation so long as it is the same annotation as is on the plat's depiction of the easement's location.)

## 12. Stormwater Drainage Easement

- Edit as indicated by note (1).

### CITY OF REDMOND STORMWATER DRAINAGE EASEMENT PROVISIONS

THE OWNER OF THE LAND HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANTS AND CONVEYS TO THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT(S) FOR STORM WATER DRAINAGE LINES AND SYSTEM FACILITIES AND ALL NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO ACROSS ADJACENT LANDS OF THE GRANTOR FOR THESE PURPOSES IN THE LOCATION(S) SPECIFIED BELOW. THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW, AT SUCH TIME AS MAY BE NECESSARY, TO ENTER UPON SAID EASEMENT(S) FOR THE PURPOSE OF INSTALLING, REPLACING, OPERATING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID STORM WATER DRAINAGE LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THERETO; PROVIDED THAT, SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE GRANTEE. THE GRANTOR SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT(S) IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID STORM WATER DRAINAGE LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES. HOWEVER, THE GRANTOR SHALL NOT ERECT OR MAINTAIN BUILDINGS OR STRUCTURES, INCLUDING BUT NOT LIMITED TO DECKS, CARPORTS, HOT TUBS, PATIOS, AND RETAINING WALLS WITHIN THE EASEMENT(S). ALSO, THE GRANTOR SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING ROOT PATTERNS THAT MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID STORM WATER DRAINAGE LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES. ALSO, THE GRANTOR SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREA(S) IN SUCH A WAY AS TO CAUSE EXCESSIVE COST TO THE GRANTEE PURSUANT TO ITS RESTORATION DUTIES HEREIN.

THE LOCATION OF THE EASEMENT(S) HEREBY GRANTED AND CONVEYED IS (1)

(1) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or
- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat ie., COR Storm Water Drainage Easement or other like annotation so long as it is the same annotation as is on the plat's depiction of the easement's location.)

For example: TRACT A AND THAT PORTION OF LOT 1 GRAPHICALLY DEPICTED AND IDENTIFIED HERON AS COR STORMWATER DRAINAGE EASEMENT.

## 13. Water, Sanitary Sewer, and Storm Water Drainage Easement

- Edit as indicated by notes (1), (2), and (3).

### CITY OF REDMOND WATER, SANITARY SEWER, AND STORMWATER DRAINAGE EASEMENT PROVISIONS

THE OWNER OF THE LAND HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANTS AND CONVEYS TO THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS, PERPETUAL EASEMENTS FOR WATER LINES AND SYSTEM FACILITIES AND ALL NECESSARY APPURTENANCES AND SANITARY SEWER LINES AND SYSTEM FACILITIES AND ALL NECESSARY APPURTENANCES, AND STORM WATER DRAINAGE LINES AND SYSTEM FACILITIES AND ALL NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO ACROSS ADJACENT LANDS OF THE GRANTOR FOR THESE PURPOSES IN THE LOCATION(S) SPECIFIED BELOW. THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW, AT SUCH TIME AS MAY BE NECESSARY, TO ENTER UPON SAID EASEMENTS FOR THE PURPOSE OF INSTALLING, REPLACING, OPERATING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID WATER LINES AND SANITARY SEWER LINES AND STORM WATER DRAINAGE LINES AND THEIR SYSTEMS FACILITIES AND NECESSARY APPURTENANCES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THERETO; PROVIDED THAT, SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE GRANTEE. THE GRANTOR SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENTS IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID WATER LINES AND SANITARY SEWER AND STORM WATER DRAINAGE LINES AND THEIR SYSTEMS FACILITIES AND NECESSARY APPURTENANCES. HOWEVER, THE GRANTOR SHALL NOT ERECT OR MAINTAIN BUILDINGS OR STRUCTURES, INCLUDING BUT NOT LIMITED TO DECKS, CARPORTS, HOT TUBS, PATIOS, AND RETAINING WALLS WITHIN THE EASEMENTS. ALSO, THE GRANTOR SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING ROOT PATTERNS THAT MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID WATER AND SANITARY SEWER AND STORM WATER DRAINAGE LINES, AND THEIR SYSTEMS FACILITIES AND NECESSARY APPURTENANCES. ALSO, THE GRANTOR SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREA(S) IN SUCH A WAY AS TO CAUSE EXCESSIVE COST TO THE GRANTEE PURSUANT TO ITS RESTORATION DUTIES HEREIN.

FOR WATER LINES, SYSTEMS FACILITIES AND APPURTENANCE: THE LOCATION(S) OF THE EASEMENT(S) HEREBY GRANTED AND CONVEYED IS (1)

FOR SANITARY SEWER LINES, SYSTEM FACILITIES AND APPURTENANCES: THE LOCATION(S) OF THE EASEMENT(S) HEREBY GRANTED AND CONVEYED IS (2)

FOR STORM WATER DRAINAGE LINES, SYSTEM FACILITIES AND APPURTENANCES: THE LOCATION(S) OF THE EASEMENT(S) HEREBY GRANTED AND CONVEYED IS (3)

(1) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or
- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat ie., COR Water Easement or other like annotation so long as it is the same annotation as is on the plat's depiction of the easement's location.)

For example: TRACT A AND THAT PORTION OF LOT 1 GRAPHICALLY DEPICTED AND IDENTIFIED HERON AS COR WATER EASEMENT.

(2) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or
- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat ie., COR Sanitary Sewer Easement or other like annotation so long as it is the same annotation as is on the plat's depiction of the easement's location.)

(3) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or
- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat ie., COR Storm Water Drainage Easement or other like annotation so long as it is the same annotation as is on the plat's depiction of the easement's location.)

#### 14. Sidewalk Easement

- Edit as indicated by note (1).

#### **CITY OF REDMOND SIDEWALK EASEMENT PROVISIONS**

THE OWNER(S) OF THE LAND(S) HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANTS AND CONVEYS TO THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS A PERPETUAL EASEMENT FOR PUBLIC SIDEWALK AND PEDESTRIAN PURPOSES AND CONSTRUCTING, RECONSTRUCTING, INSTALLING, REPAIRING, USING AND MAINTAINING SAID SIDEWALK, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO WITHOUT ANY PRIOR INSTITUTION OF SUIT OR PROCEEDINGS OF LAW AND WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE. THIS EASEMENT IS GRANTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

1. THE GRANTEE SHALL, UPON COMPLETION OF ANY WORK WITHIN THE PROPERTY COVERED BY THIS EASEMENT (EXCLUDING THE INITIAL CONSTRUCTION OF THE SIDEWALK), RESTORE THE SURFACE OF THE EASEMENT AND ANY PRIVATE IMPROVEMENTS DISTURBED OR DESTROYED DURING EXECUTION OF THE WORK AS NEARLY AS PRACTICAL TO THEIR NORMAL CONDITION THAT THEY WERE IN IMMEDIATELY BEFORE THE COMMENCEMENT OF THE WORK OR ENTRY BY THE GRANTEE.

2. GRANTOR SHALL RETAIN THE RIGHT TO USE THE EASEMENT AREA AS LONG AS SUCH USE DOES NOT INTERFERE WITH THE EASEMENT RIGHTS GRANTED TO THE GRANTEE. GRANTOR SHALL NOT HOWEVER HAVE THE RIGHT TO:

- A. ERECT OR MAINTAIN ANY BUILDING OR STRUCTURE WITHIN THE EASEMENT, OR
- B. PLANT TREES, SHRUBS OR VEGETATION HAVING ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH THE USE OF THE SIDEWALK AND EASEMENT.

THE LOCATION(S) OF THE EASEMENT HEREBY GRANTED AND CONVEYED IS (1)

(1) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or
- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat ie., COR Sidewalk Easement or other like annotation so long as it is the same annotation as is on the plat's depiction of the easement's location.)

For example: THE WEST 10.00 FEET OF TRACT B OF THIS PLAT AND THOSE LOCATIONS GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS COR SIDEWALK EASEMENT.

Please do not provide both a legal description and a call for the plat's graphic depiction of the same easement location. For easements required along R/W strips and corridors being dedicated by the plat such as City of Redmond Utility Easement and City of Redmond Sidewalk Easement, please consider calling for the plat's graphic depiction of the easement's location rather than writing a legal description.



## 15. Trail Easement

- Edit as indicated by note (1).

### CITY OF REDMOND TRAIL AND ACCESS EASEMENT PROVISIONS

THE OWNER(S) OF THE LAND(S) HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANTS AND CONVEYS TO THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS A PERPETUAL EASEMENT FOR PUBLIC TRAIL, ACCESS, AND PEDESTRIAN PURPOSES, AND CONSTRUCTING, RECONSTRUCTING, INSTALLING, REPAIRING, USING AND MAINTAINING SAID TRAIL, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO WITHOUT ANY PRIOR INSTITUTION OF SUIT OR PROCEEDINGS OF LAW AND WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE. THIS EASEMENT IS GRANTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

1. THE GRANTEE SHALL, UPON COMPLETION OF ANY WORK WITHIN THE PROPERTY COVERED BY THIS EASEMENT (EXCLUDING THE INITIAL CONSTRUCTION OF THE TRAIL), RESTORE THE SURFACE OF THE EASEMENT AND ANY PRIVATE IMPROVEMENTS DISTURBED OR DESTROYED DURING EXECUTION OF THE WORK AS NEARLY AS PRACTICAL TO THEIR NORMAL CONDITION THAT THEY WERE IN IMMEDIATELY BEFORE THE COMMENCEMENT OF THE WORK OR ENTRY BY THE GRANTEE.
2. GRANTOR SHALL RETAIN THE RIGHT TO USE THE EASEMENT AREA AS LONG AS SUCH USE DOES NOT INTERFERE WITH THE EASEMENT RIGHTS GRANTED TO THE GRANTEE. GRANTOR SHALL NOT HOWEVER HAVE THE RIGHT TO:
  - A. ERECT OR MAINTAIN ANY BUILDING OR STRUCTURE WITHIN THE EASEMENT, OR
  - B. PLANT TREES, SHRUBS OR VEGETATION HAVING ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH THE USE OF THE TRAIL AND ACCESS EASEMENT.

THE LOCATION OF THE EASEMENT HEREBY GRANTED AND CONVEYED IS (1)

(1) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or
- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat i.e., COR Trail and Access Easement or other like annotation so long as it is the same annotation as is on the plat's depiction of the easement's location.)

For example: THE WEST 10.00 FEET OF TRACT B OF THIS PLAT AND THOSE LOCATIONS GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS COR TRAIL AND ACCESS EASEMENT.

Please do not provide both a legal description and a call for the plat's graphic depiction of the same easement location.

## 16. Restrictions and Conditions of Approval

- Edit as indicated by note (1).

### CITY OF REDMOND RESTRICTIONS AND CONDITIONS OF APPROVAL

1. THIS FINAL PLAT IS BASED UPON THE CITY OF REDMOND HEARING EXAMINER'S (DATE) DECISION APPROVING PRELIMINARY PLAT OF (PLAT NAME) REDMOND FILE NUMBER (L-----). A COPY OF THIS DECISION IS ON FILE WITH THE REDMOND PLANNING DEPARTMENT.
2. PURSUANT TO REDMOND FIRE CODE, AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE INSTALLED IN NEW DWELLINGS CONSTRUCTED ON LOTS OF THIS SUBDIVISION.
3. NO FURTHER DIVISION OR REDIVISION OF ANY LOT OR TRACT SHALL BE PERMITTED WITHOUT THE APPROVAL OF AN APPROPRIATE DIVISION OR REDIVISION PROCEDURE BY THE CITY OF REDMOND.
4. DRAINAGE COVENANT: DRAINAGE WATERS, FROM ANY LOT, LOTS, RIGHTS-OF WAY, OR OTHER REAL PROPERTY, THAT NATURALLY ENTER ANY LOT OR LOTS WITHIN THIS PLAT AND THAT ENTER ANY LOT OR LOTS IN THIS PLAT WITHIN CONSTRUCTED DRAINAGE WAYS THAT ARE SHOWN ON CITY-APPROVED CONSTRUCTION DRAWINGS FOR THIS PLAT SHALL BE RECEIVED, AND NOT BLOCKED FROM, ENTERING AT THEIR NATURAL LOCATION OR ENTERING IN SAID CITY-APPROVED DRAINAGEWAYS AND SHALL BE DISCHARGED AT THEIR NATURAL LOCATION OR IN SAID CITY-APPROVED DRAINAGEWAYS. WITHIN EACH LOT, THE DOWNSPOUT AND YARD DRAINS SHALL CONNECT TO THE STORM DRAINAGE SYSTEM. MAINTENANCE, OPERATION AND REPAIR OF BUILDING AND LOT DRAINS SERVING PRIVATE PROPERTY SHALL BE THE RESPONSIBILITY OF THE OWNER(S) OF THE PROPERTIES SERVED. ON PRIVATE PROPERTY, STORM DRAINS THAT DO NOT CONSTITUTE PART OF A CONTINUOUS CONSTRUCTED DRAINAGE SYSTEM SERVING DEVELOPED CITY PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNERS; HOWEVER CITY-OWNED STORM DRAINS LYING WITHIN EASEMENTS GRANTED TO THE CITY SHALL BE MAINTAINED BY THE CITY.
5. PURSUANT TO REDMOND COMMUNITY DEVELOPMENT GUIDE 20F.40.150, THIS FINAL PLAT HAS BEEN APPROVED AND RECORDED PRIOR TO CONSTRUCTION OF IMPROVEMENTS THAT ARE REQUIRED TO DEVELOP THE LOTS WITHIN THIS SUBDIVISION, INCLUDING UTILITY AND STREET IMPROVEMENTS. IN LIEU OF CONSTRUCTION, THE DEVELOPER OF THIS SUBDIVISION HAS FILED A PERFORMANCE GUARANTEE WITH THE CITY GUARANTEEING THAT THE IMPROVEMENTS WILL BE

CONSTRUCTED WITHIN THREE YEARS OF THE FINAL PLAT APPROVAL (THE RECORDING DATE OF THE FINAL PLAT). PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT NO BUILDING PERMIT WILL BE ISSUED BY THE CITY FOR CONSTRUCTION ON ANY LOT WITHIN THIS SUBDIVISION UNLESS AND UNTIL THE CONSTRUCTION OF ALL REQUIRED IMPROVEMENTS IS COMPLETED.

6. TREES TO BE PRESERVED SHALL BE DESIGNATED IN ACCORDANCE WITH THE APPROVED TREE PRESERVATION PLAN ON FILE WITH THE CITY OF REDMOND PLANNING DEPARTMENT. DESIGNATED TREES WHICH ARE DAMAGED OR DESTROYED SHALL BE REPLACED IN ACCORDANCE WITH RCDG SECTION 20D.80.20-080, OR AS HEREAFTER AMENDED.

7. ALL PRIVATE STORMWATER SYSTEMS LOCATED ON THIS DEVELOPMENT (*SPECIFY SUBDIVISION/ SHORT SUBDIVISION/ BINDING SITE PLAN*) ARE TO BE MAINTAINED BY THE DEVELOPMENT PROPERTY OWNERS OR HOME OWNERS ASSOCIATION IN ACCORDANCE WITH CITY OF REDMOND ORDINANCE #2473. SYSTEMS MAY INCLUDE, BUT ARE NOT LIMITED TO, PIPES, CATCH BASINS, SWALES, PONDS, VAULTS, TANKS, RAIN GARDENS, INFILTRATION SYSTEMS AND OTHER TREATMENT SYSTEMS. THESE SYSTEMS MAY BE LOCATED IN COMMON AREAS, TRACTS, OR WITHIN EASEMENTS ON PRIVATE LOTS.

8. PLANNING DEPARTMENT NEEDS:

- A: NGPE LANGUAGE
- B: LANGUAGE STATING THAT THE TRAILS ARE FOR PUBLIC USE
- C: TREE PRESERVATION
- D: CRITICAL AREAS RESTRICTIONS
- E: TDR RESTRICTIONS

If applicable, add Planning Department needs that are specific to your project for A. thru E.

### 17. Native Growth Protection Easement (N.G.P.E.)

- Edit as indicated by note (1).

#### CITY OF REDMOND NATIVE GROWTH PROTECTION EASEMENT PROVISIONS

THE OWNER(S) OF THE LAND(S) HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANTS AND CONVEYS TO THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS, AND THE PUBLIC A PERPETUAL NATIVE GROWTH PROTECTION EASEMENT. THIS EASEMENT IS FOR THE PRESERVATION OF THE VALUES AND FUNCTIONS OF THE (*SPECIFY THE REGULATED ITEM, SUCH AS WETLAND, ETC., AND ITS ASSOCIATED BUFFER AS MAY BE REQUIRED*). THIS EASEMENT AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS AND ASSIGNS OF THE OWNER(S) OF THE LAND(S). DISTURBANCE OF ANY KIND IS STRICTLY PROHIBITED EXCEPT AS FOLLOWS. THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDING OF LAW, AT SUCH TIME AS MAY BE NECESSARY, TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF PROTECTING AND PRESERVING THE NATIVE GROWTH AREA. THIS EASEMENT IS BINDING ON ALL PRESENT AND FUTURE OWNERS AND OCCUPIERS OF THE LAND SUBJECT TO THIS EASEMENT AND THE EASEMENT IS ENFORCEABLE ON BEHALF OF THE PUBLIC BY THE CITY OF REDMOND, TO LEAVE UNDISTURBED ALL TREES AND OTHER VEGETATION WITHIN THE EASEMENT. THE VEGETATION WITHIN THE EASEMENT MAY NOT BE CUT, PRUNED, COVERED BY FILL, REMOVED OR DAMAGED IN ANY WAY WITHOUT THE EXPRESS WRITTEN PERMISSION FROM THE CITY OF REDMOND TECHNICAL COMMITTEE. WHILE THE CITY HAS PERMISSION TO ENTER THE EASEMENT FOR THE ABOVE PURPOSES, THIS SHALL NOT CONSTITUTE AN OBLIGATION OR SPECIAL DUTY ON THE CITY'S PART TO PERFORM ANY OR ALL OF THE ABOVE ACTIONS.

THE LOCATION OF THE EASEMENT HEREBY GRANTED AND CONVEYED IS (1)

(1) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or
- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat ie., N.G.P.E.)

For example: TRACT A AND THAT PORTION OF LOT 1 GRAPHICALLY DEPICTED AND IDENTIFIED HERON AS N.G.P.E.

Please do not provide both a legal description and a call for the plat's graphic depiction of the same easement location.

### 18. Fire Apparatus Access Easement

- Edit as indicated by note (1).

#### CITY OF REDMOND FIRE APPARATUS ACCESS EASEMENT

THE OWNER(S) OF THE LAND(S) HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANTS AND CONVEYS TO THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT FOR FIRE APPARATUS AND FIRE AND MEDICAL VEHICLE ACCESS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO ACROSS ADJACENT LAND(S) OF THE GRANTOR FOR THIS PURPOSE. THE OWNER(S) SHALL MAINTAIN THE PAVEMENT AND SUB-BASE OF THE EASEMENT AREA IN A MANNER SUFFICIENT FOR THE USE BY FIRE APPARATUS AND FIRE AND MEDICAL VEHICLES AND SHALL BE SOLELY RESPONSIBLE FOR ALL COST OF DOING SO. THIS EASEMENT AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING UPON THE SUCCESSORS, HEIRS AND ASSIGNS OF THE OWNER(S) OF THE LAND HEREBY SUBDIVIDED. THE CITY OF REDMOND, ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT, AT SUCH TIME AS MAY BE NECESSARY, TO ENTER UPON SAID EASEMENT FOR EMERGENCY PURPOSES. GRANTOR

RESERVES THE RIGHT TO USE THE EASEMENT AREA FOR ANY PURPOSE NOT INCONSISTENT WITH THE RIGHTS HEREIN GRANTED, PROVIDED; THAT GRANTOR SHALL NOT ERECT OR MAINTAIN ANY BUILDING OR OTHER STRUCTURE, OR PERMIT ANY OBSTRUCTION WITH THE EASEMENT AREA WHICH WOULD INTERFERE WITH THE EXERCISE OF THE RIGHT OF ACCESS HEREIN GRANTED INCLUDING INGRESS AND EGRESS TO AND FROM THE EASEMENT AREA.

THE LOCATION OF THE EASEMENT HEREBY GRANTED AND CONVEYED IS (1)

(1) Complete this sentence with:

- LEGALLY DESCRIBED AS FOLLOWS: (Followed by the legal description) and/or
- GRAPHICALLY DEPICTED AND IDENTIFIED HEREON AS (Followed by the same annotation used on the plat ie., F.A.A.E.)

For example: TRACT B OF THIS PLAT AND THOSE LOCATIONS GRAPHICALLY DEPICTED AND IDENTIFIED HERON AS F.A.A.E.

Please do not provide both a legal description and a call for the plat's graphic depiction of the same easement location.

## 19. Private Easement Provisions

### CITY OF REDMOND PRIVATE EASEMENT PROVISIONS

- The final plat shall produce private easements in accordance with RCDG 20D.180.10-070. Easements, preliminary plat approval conditions, approved civil drawings for the subdivision, and by other such authority as may be authorized to require the production of a private easement for final plat approval.
- The presentation of the private easement on the final plat shall be in accordance with the requirements of a valid deed. The delineation of strip of land of a specified width with an annotation of private easement, utility easement, etc., is not sufficient for purpose of finding the final plat in conformance with the criteria for producing an easement.

## 20. Subdivision Name

- Per RCDG 20D.180.10-030, no subdivision shall be approved which bears a name using a word which is the same as, similar to, or pronounced the same as a word in the name of any other subdivision in King County, except for words "town", "city", "place", "court", "addition", "acres", "heights", "villa", or similar words, unless the land so divided is contiguous to the subdivision bearing the same name. All plats must continue the block numbers of the plat of the same name last filed.

However, a subdivision may be approved in accordance with Redmond's 2009 interpretation on this subdivision matter as follows:

For the purposes of subdivision naming, the City will defer to the King County Recorder's Office to determine the appropriateness of a name. If the Recorder's office does not object to a proposed subdivision name, the City of Redmond will require an alternative name acceptable to the County.