SAPPHIRE ON NORMANDY ROAD **BINDING SITE PLAN BSP 20-001**

SE 1/4, NE 1/4, SEC. 31, TWP. 23N., RGE. 4E., W.M. CITY OF NORMANDY PARK, KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, THE UNDERSIGNED, OWNERS OF INTEREST OF THE LANDS SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, DO HEREBY DEDICATE TO THE CITY OF NORMANDY PARK WASHINGTON FOR USE BY THE PUBLIC FOREVER, ALL ROADS AND STREETS 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 OF SAID ROADS AND STREETS, AND THE RIGHT TO CONTINUE TO DRAIN SUCH ROADS AND STREETS OVER AND ACROSS ANY LOT OR LOTS, WHERE WATER MAY TAKE A

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS.

SAPPHIRE HOMES, INC

BY: TROY SCHMEIL ITS: SECRETARY

DECLARATION

KNOWN ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREIN DESCRIBED DO HEREBY MAKE A BINDING SITE PLAN PURSUANT TO CHAPTER 58.17 R.C.W. AND DECLARE THIS BINDING SITE PLAN TO BE A GRAPHIC REPRESENTATION OF SAME, AND THAT SAID BINDING SITE PLAN IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS.

SAPPHIRE HOMES, INC.

ACKNOWLEDGEMENTS

STATE OF Washington

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

burbara J. Tangeman PRINT NAME:

MY COMMISSION EXPIRES 10.13.2023



CITY OF NORMANDY PARK APPROVALS

EXAMINED AND APPROVED THIS 2 DAY OF ALL

CITY ENGINEER, CITY OF NORMANDY PARK

I HEREBY CERTIFY THAT THIS BINDING SITE PLAN IS DULY APPROVED BY THE CITY OF NORMANDY PARK

COMMUNITY DEVELOPMENT DIRECTOR

FINANCE DEPARTMENT CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS. AND ALL SPECIAL ASSESSMENTS ON ANY OF THE PROPERTY HEREIN CONTAINED, DEDICATED AS STREETS OR FOR OTHER PUBLIC USE, ARE PAID TO DATE THIS 34 DAY OF 140 2020.

FINANCE DIRECTOR, CITY OF NORMANDY PARK

KING COUNTY ASSESSOR'S CERTIFICATE

EXAMINED AND APPROVED THIS I DEPARTMENT OF ASSESSMENTS

LEGAL DESCRIPTION/TITLE REPORT NOTES

THE EAST 206 FEET OF THE WEST 333 FEET, MEASURED ALONG THE SOUTH LINE OF SAID SUBDIVISION, OF THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

LYING SOUTH OF CENTERLINE NORMANDY PARK ROAD;

EXCEPT THAT PORTION OF NORMANDY PARK ROAD.

SITUATE IN THE COUNTY OF KING, CITY OF NORMANDY PARK, STATE OF WASHINGTON.

SCHEDULE B NOTES

- SUBJECT TO ENCROACHMENTS, OR QUESTIONS OF LOCATION, BOUNDARY AND/OR AREA WHICH AN ACCURATE SURVEY MAY DISCLOSE.
- SUBJECT TO EASEMENTS OR CLAIMS OF EASEMENTS NOT DISCLOSED BY
- SUBJECT TO RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT DISCLOSED BY THE PUBLIC RECORDS.
- SUBJECT TO ANY LIEN OR RIGHT TO LIEN FOR SERVICES, MATERIAL, LABOR, AND/OR CONTRIBUTIONS TO AN EMPLOYEE BENEFIT FUND OR STATE WORKERS COMPENSATION THAT IS NOT DISCLOSED BY THE
- SUBJECT TO EXCEPTIONS AND RESERVATIONS IN UNITED STATES PATENTS, INDIAN TRIBAL CODES OR REGULATIONS, INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING EASEMENTS AND EQUITABLE SERVITUDES. WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- SUBJECT TO ANY SERVICE, INSTALLATION OR GENERAL CONNECTION CHARGES FOR SEWER, WATER, ELECTRICITY, TELEPHONE, GAS AND/OR
- SUBJECT TO GENERAL TAXES NOT NOW PAYABLE; SPECIAL ASSESSMENTS AND/OR SPECIAL LEVIES, IF ANY, THAT ARE NOT DISCLOSED BY THE PUBLIC RECORDS.

SCHEDULE B NOTES-CONT

- SUBJECT TO RIGHT OF ENTRY AGREEMENT RENEWAL AND THE TERMS, COVENANTS AND CONDITIONS CONTAINED THEREIN PER INSTRUMENT UNDER RECORDING NUMBER 9406020162.
- SUBJECT TO ANY RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FACTS SHOWN ON A SURVEY PLAT PREPARED BY SCHROETER LAND SURVEYING, ON AUGUST 30, 2010, DESIGNATED JOB NO. 565/23, AS FOLLOWS:
 - A) DUMPSTER ALONG WESTERLY LINE
 - B) CHAIN LINK FENCE IS 1.9' EAST OF WESTERLY LINE AND 0.5' SOUTH OF THE SOUTHERLY LINE
 - C) CARPORT EAVE IS 0.7' WEST AND CONCRETE SLAB IS 1.1' EAST OF WESTERLY LINE
 - D) 5' CHAIN LINK FENCE IS 2.2' TO 0.8' WEST OF EASTERLY LINE AND 0.1' SOUTH OF CORNER.

SAID SURVEY RECORDED SEPTEMBER 3, 2010 IN OFFICIAL RECORDS UNDER RECORDING NUMBER 20100903900003.

NOTE: THIS SURVEY SERVES AS A CORRECTION TO SURVEY RECORDED UNDER KING COUNTY RECORDING NO. 20060913900025.

SUBJECT TO ANY RIGHTS. INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FACTS SHOWN ON A SURVEY PLAT PREPARED BY TERRANE, ON OCTOBER 19, 2016, DESIGNATED JOB NO. 160397. AS FOLLOWS:

A) ROCKERY 1' WEST OF WESTERLY LINE AND WALL 1' EAST OF

- B) FENCE IS 2' EAST OF WESTERLY LINE AND 1' SOUTH OF THE SOUTHERLY LINE
- C) CARPORT EAVE IS 0.7' WEST AND CONCRETE SLAB IS 1.1' EAST
- D) 5' CHAIN LINK FENCE IS 2.2' WEST AND 2' EAST OF EASTERLY LINE AND 1.6' NORTH AND 2.7' EAST OF PROPERTY CORNER

SAID SURVEY RECORDED OCTOBER 31, 2016 IN OFFICIAL RECORDS UNDER RECORDING NUMBER 20161031900011.

SUBJECT TO TERMS AND PROVISIONS AS CONTAINED IN AN INSTRUMENT REGARDING GENERAL WATER FACILITIES CHARGES PER INSTRUMENT UNDER RECORDING NUMBER 20140106000375.

ORIGINAL PARCEL NUMBER

3123049072

BINDING SITE PLAN NOTES

ALL DEVELOPMENT AND USE OF THE LAND DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH THIS BINDING SITE PLAN, AS IT MAY BE AMENDED WITH THE APPROVAL OF THE CITY OR COUNTY HAVING JURISDICTION OVER THE DEVELOPMENT OF SUCH LAND, AND IN ACCORDANCE TO OTHER APPLICABLE GOVERNMENTAL PERMITS, APPROVALS, REGULATIONS, REQUIREMENTS AND RESTRICTIONS.

THE PURPOSE OF THIS BINDING SITE PLAN IS TO CREATE 22 INDIVIDUAL LOTS FOR DEVELOPMENT OF 6 TOWNHOUSE BUILDINGS, A MIXED-USE LOT FOR DEVELOPMENT OF COMMERCIAL BUILDING WITH RESIDENTIAL SPACE AND A LOT THAT HAS AN EXISTING 9 UNIT

THE LOTS, TRACT A AND TRACT B, AS DEPICTED HEREON WILL CONTINUE TO FUNCTION AS ONE SITE WITH RESPECT TO, BUT NOT LIMITED TO, ACCESS, STORM WATER MANAGEMENT FACILITIES, UTILITY CORRIDORS, FACILITY MAINTENANCE, AND LANDSCAPING. ADDITIONAL CONDITIONS OF USE, MAINTENANCE AND RESTRICTION ON REDEVELOPMENT OF TRACT A OR TRACT B AND OTHER IMPROVEMENTS SHALL BE IDENTIFIED AND ENFORCED BY THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SAPPHIRE ON NORMANDY ROAD RECORDED AT KING COUNTY.

THE COMMUNITY ASSOCIATION FOR THIS BINDING SITE PLAN IS KNOWN AS "SAPPHIRE ON NORMANDY ROAD ASSOCIATION." OWNERSHIP OF TRACT A AND TRACT B IS CONVEYED TO THE SAPPHIRE ON NORMANDY ROAD ASSOCIATION UPON RECORDING OF THIS BINDING SITE PLAN. THE SAPPHIRE ON NORMANDY ROAD ASSOCIATION IS RESPONSIBLE FOR THE ONGOING MAINTENANCE OF THE COMMON ELEMENTS AND FACILITIES WITHIN TRACT A AND TRACT B.

RECEIVED

MAY 262021

NORMANDY PARK

BINDING SITE PLAN NOTES-CONT

THE OWNERS OF LOTS WITHIN THE BINDING SITE PLAN ARE RESPONSIBLE FOR ENSURING THAT THE SAPPHIRE ON NORMANDY ROAD ASSOCIATION CONTINUES TO BE A VIABLE LEGAL ENTITY. SAPPHIRE ON NORMANDY ROAD ASSOCIATION WILL OWN AND MAINTAIN TRACT A, TRACT B AND THE EASEMENTS AS INDICATED ON, AND CONVEYED PURSUANT TO THE BINDING SITE PLAN. THIS COVENANT WILL RUN WITH THE LAND AND IS BINDING ON ALL LOT OWNERS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

AN EASEMENT FOR THE MAINTENANCE OF THE EXTERIOR OF THE BUILDINGS IS ESTABLISHED UPON RECORDING THIS BINDING SITE PLAN TO ALLOW THE SAPPHIRE ON NORMANDY ROAD ASSOCIATION ACCESS TO THE EXTERIOR OF THE BUILDINGS FOR THE MAINTENANCE OF THE EXTERIOR STRUCTURE OF THE BUILDINGS.

DECLARATION OF COVENANT NOTES

THE UNDERSIGNED AS GRANTOR DECLARES THAT THE PROPERTY CONTAINED IN THIS BINDING SITE PLAN IS HEREBY SUBJECT TO EASEMENTS FOR PRIVATE DRAINAGE CONVEYANCE AND INFILTRATION SYSTEMS AND HEREBY DEDICATES AND COVENANTS AND AGREE AS FOLLOWS:

- 1 WITH THE EXCEPTION OF THOSE PORTIONS ENCUMBERED BY EXISTING BUILDINGS, THE CITY OF NORMANDY PARK OR ITS SUCCESSOR AGENCY SHALL HAVE THE RIGHT TO INGRESS AND EGRESS OVER AND ACROSS ALL PORTIONS OF THIS BINDING SITE PLAN TO ACCESS SUCH PRIVATE DRAINAGE EASEMENT AREAS FOR THE INSPECTION OF AND TO REASONABLY MONITOR THESE SYSTEMS FOR PERFORMANCE, OPERATIONAL FLOWS OR DEFECTS IN ACCORDANCE WITH AND AS PRESENTED IN GOVERNING CITY OF NORMANDY PARK CODES.
- IF THE CITY OF NORMANDY PARK DETERMINES THAT MAINTENANCE OR REPAIR WORK IS REQUIRED TO BE DONE TO THE SYSTEM, THE CITY ENGINEER OR MANAGER OF PUBLIC WORKS SHALL GIVE NOTICE OF THE SPECIFIC MAINTENANCE AND/OR REPAIR REQUIRED PURSUANT TO GOVERNING CITY OF NORMANDY PARK CODES. THE MANAGER SHALL ALSO SET A REASONABLE TIME IN WHICH SUCH WORK IS TO BE COMPLETED BY THE GRANTOR, ITS HEIRS, SUCCESSORS AND ASSIGNS. IF THE ABOVE REQUIRED MAINTENANCE AND/OR REPAIR IS NOT COMPLETED WITH THE TIME SET BY THE MANAGER, THE CITY MAY PERFORM THE REQUIRED MAINTENANCE AND/OR REPAIR. WRITTEN NOTICE WILL BE SENT TO THE GRANTOR STATING THE CITY'S INTENTION TO PERFORM SUCH MAINTENANCE. MAINTENANCE WILL NOT COMMENCE UNTIL AT LEAST SEVEN (7) DAYS AFTER SUCH NOTICE IS MAILED. IF, WITHIN THE SOLE DISCRETION OF THE MANAGER. IF AN IMMINENT OR PRESENT DANGER EXISTS, SAID SEVEN (7) DAY NOTICE PERIOD MAY BE WAIVED AND MAINTENANCE OR REPAIR WORK WILL BEGIN IMMEDIATELY.
- THE GRANTOR(S) SHALL ASSUME FULL RESPONSIBILITY FOR THE COST OF ANY MAINTENANCE AND FOR REPAIRS OF THE SYSTEM. SUCH-RESPONSIBILITY SHALL INCLUDE REIMBURSEMENT TO THE CITY WITHIN THIRTY (30) DAYS OF THE RECEIPT OF THE INVOICE FOR ANY SUCH WORK PERFORMED. OVERDUE PAYMENTS WILL REQUIRE PAYMENT OF INTEREST AT THE CURRENT LEGAL RATE AS LIQUIDATED DAMAGES. IF LEGAL ACTION ENSUES, THE PREVAILING PARTY IS ENTITLED TO CASTS
- THE GRANTOR(S) ARE HEREBY REQUIRED TO OBTAIN WRITTEN APPROVAL FROM THE CITY ENGINEER OR MANAGER OF PUBLIC WORKS PRIOR TO FILLING, PIPING, CUTTING OR REMOVING VEGETATION (EXCEPT IN ROUTINE LANDSCAPE MAINTENANCE) IN ANY OPEN DRAINAGE FACILITIES (SUCH AS SWALES, CHANNELS, DITCHED, PONDS, ETC), OR PERFORMING ANY ALTERATIONS OR MODIFICATIONS TO THE DRAINAGE FACILITIES WITHIN SUCH DRAINAGE EASEMENT. ANY NOTICE OR CONSENT REQUIRED TO BE GIVEN OR OTHERWISE PROVIDED FOR BY THE PROVISIONS OF THIS AGREEMENT SHALL BE EFFECTIVE UPON PERSONAL DELIVERY, OR THREE (3) DAYS AFTER MAILING BY CERTIFIED LETTER, RETURN RECEIPT REQUESTED.
- THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERCEDES ALL PRIOR DISCUSSIONS, NEGOTIATIONS, AND ALL AGREEMENTS WHATSOEVER WHETHER ORAL OR WRITTEN. THIS COVENANT IS INTENDED TO PROTECT THE VALUE OR DESIRABILITY OF THE REAL PROPERTY DESCRIBED HEREON AND SHALL INSURE TO THE BENEFIT ALL THE CITIZENS OF THE CITY OF NORMANDY PARK AND SHALL BE BINDING ON ALL HEIRS, SUCCESSORS AND ASSIGNS.

DOWNSPOUT NOTE

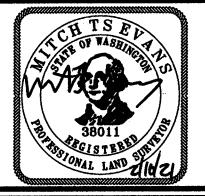
ALL BUILDING DOWNSPOUTS, FOOTING DRAINS, AND DRAINS FROM ALL IMPERVIOUS SURFACES SUCH AS PATIOS AND DRIVEWAYS SHALL BE CONNECTED TO THE PERMANENT INFILTRATION TRENCHES AS SHOWN ON THE APPROVED CONSTRUCTION DRAWINGS ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS OR THE CITY ENGINEER'S OFFICE. THIS PLAN SHALL BE SUBMITTED WITH THE APPLICATION FOR ANY BUILDING PERMIT. ALL CONNECTIONS OF THE DRAINS MUST BE CONSTRUCTED AND APPROVED PRIOR TO FINAL BUILDING INSPECTION APPROVAL.

CITY PERMIT NUMBER

BSP 20-001

SITE PLAN AS REPRESENTED HEREON IS TRUE AND CORRECT AND IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 31 TOWNSHIP 23 NORTH, RANGE 4EAST: W.M. THAT THE COURSES AND DISTANCES ARE SHOWN CORRECTLY HEREON; AND THAT THE PERIMETER BOUNDARY AND INTERIOR LOT CORNERS WILL BE STAKED CORRECTLY

MITCH T.S. EVANS PLS 38011



SAPPHIRE HOMES, INC

16805 SE 43RD CT BELLEVUE, WA 98006



15241 NE 90TH ST, SUITE 100 REDMOND, WA 98052 TEL. 425.823-5700 FAX 425.823-6700

www.axismap.com

JM MTSE **SCALE** SHEET N/A 1 OF 4

JOB NO.

20-162

DRAWN BY

DATE

02/10/21

CHECKED BY

MANAGER

FILED FOR RECORD THIS 17 TH DAY OF TUN , 2021 AT 10:29 PM
IN BOOK 295 OF PLAT, PAGE 81 AT THE REQUEST OF AXIS

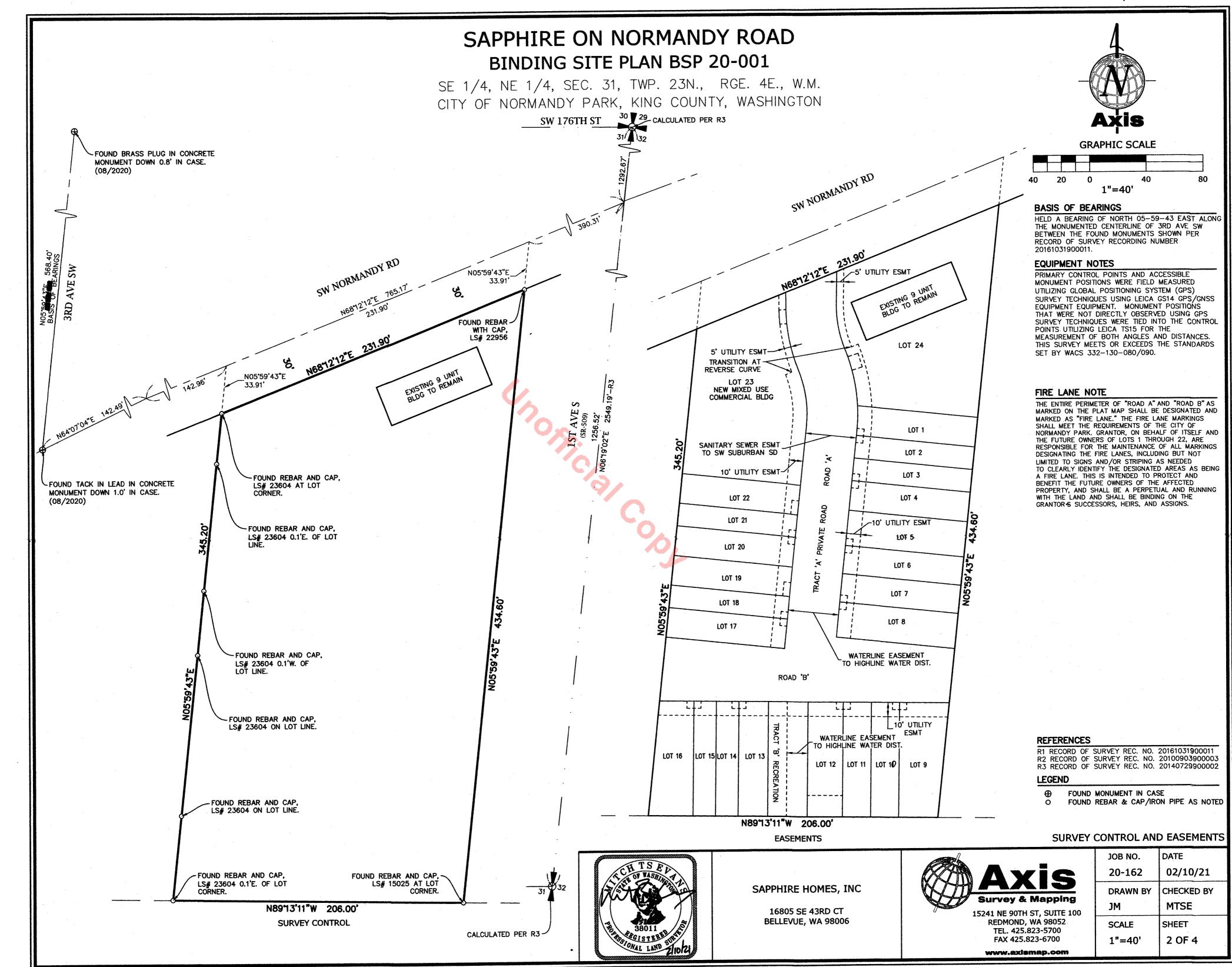
RECORDER'S CERTIFICATE: NO.

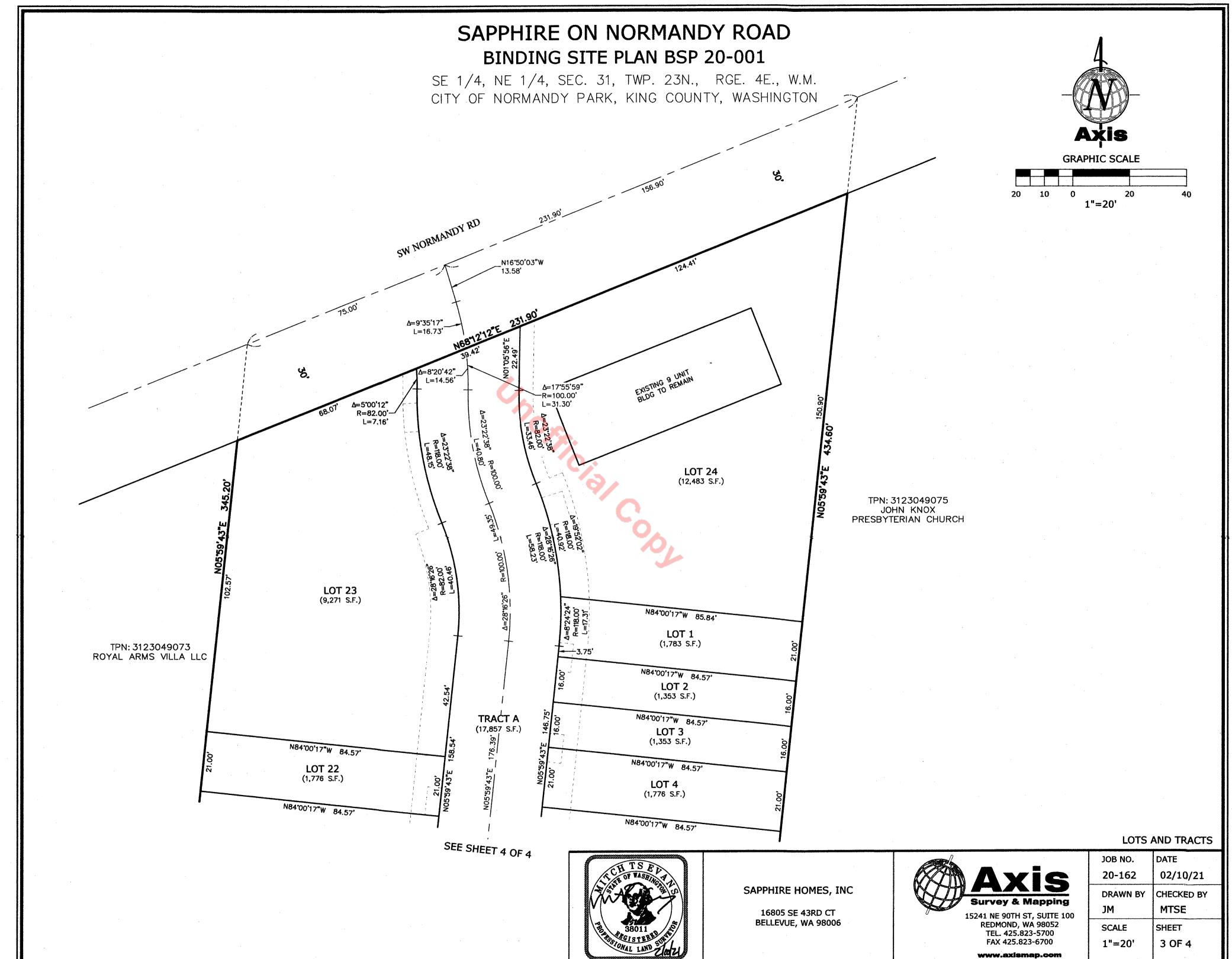
DIVISION OF RECORDS AND ELECTIONS

SURVEYING AND MAPPING INC.

SURVEYOR'S CERTIFICATE

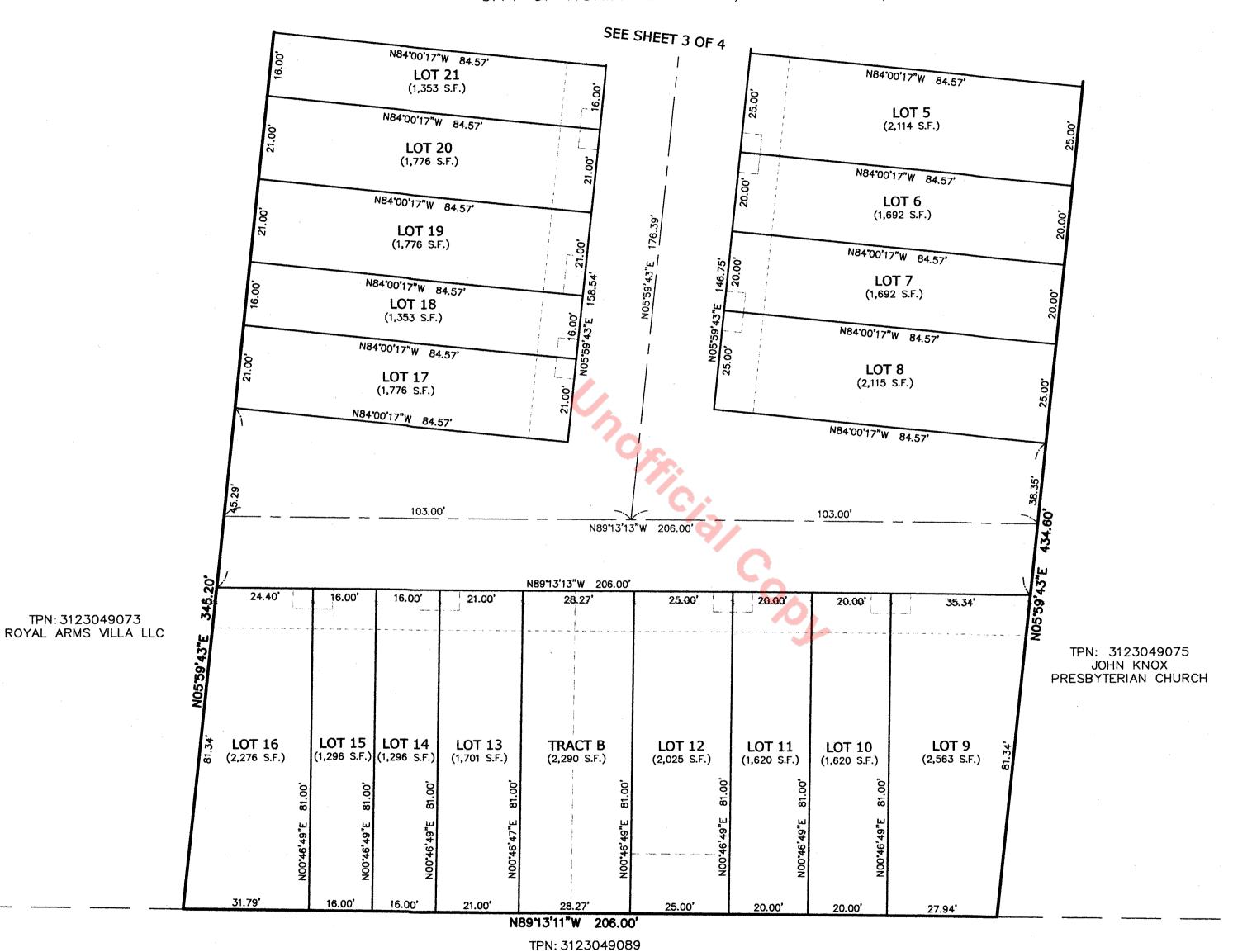
HEREBY CERTIFY THAT THE PERIMETER BOUNDARY OF THIS BINDING





SAPPHIRE ON NORMANDY ROAD BINDING SITE PLAN BSP 20-001

SE 1/4, NE 1/4, SEC. 31, TWP. 23N., RGE. 4E., W.M. CITY OF NORMANDY PARK, KING COUNTY, WASHINGTON



JM NORMANDY PARK VILLA LLC

Axis
GRAPHIC SCALE

1"=20'

LOTS AND TRACTS



SAPPHIRE HOMES, INC

16805 SE 43RD CT BELLEVUE, WA 98006



Survey & Mapping

15241 NE 90TH ST, SUITE 100
REDMOND, WA 98052
TEL. 425.823-5700
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20-162	02/10/21
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