



ECCO

July 7, 2022

**Re: Permit #** SHL18-017  
**Project Name** Lakeshores Group Community Dock  
**Project Address** 5067 84<sup>th</sup> Ave SE (parcel # 407600-0080)  
**Reviewer** Andrew Leon, Planner  
**Department** Planning & Development

**Contact:** Evan Wehr  
**Contact Phone** (509) 969-1994  
**Contact Email** [evan@eccodesigninc.com](mailto:evan@eccodesigninc.com)

Ruji,

Below are our responses to your comments from June 17, 2022. Your original comments are in ***bold italics*** followed by our response in plain text.

**Corrections**

***1. The location of the existing storm easement does not appear to be shown correctly. Please verify the actual location of the storm easement. Also the existing storm pipe does not show as requested.***

The storm easement has been shown per easement recording number 7405140437 which states that it is the 'north 10 feet of the south 31.5 feet of lot 8 Lake Shores...' The storm drain was located by the surveyor and a copy of the survey has been included. The surveyed location of the storm drain is consistent with the easement.

***2. The existing sewer manhole and pipe are not shown as requested.***

Per your July 7, 2022 email there is no sewer manhole at the site. FYI the sewer easement has been shown on the plans per easement recording number 5850953.

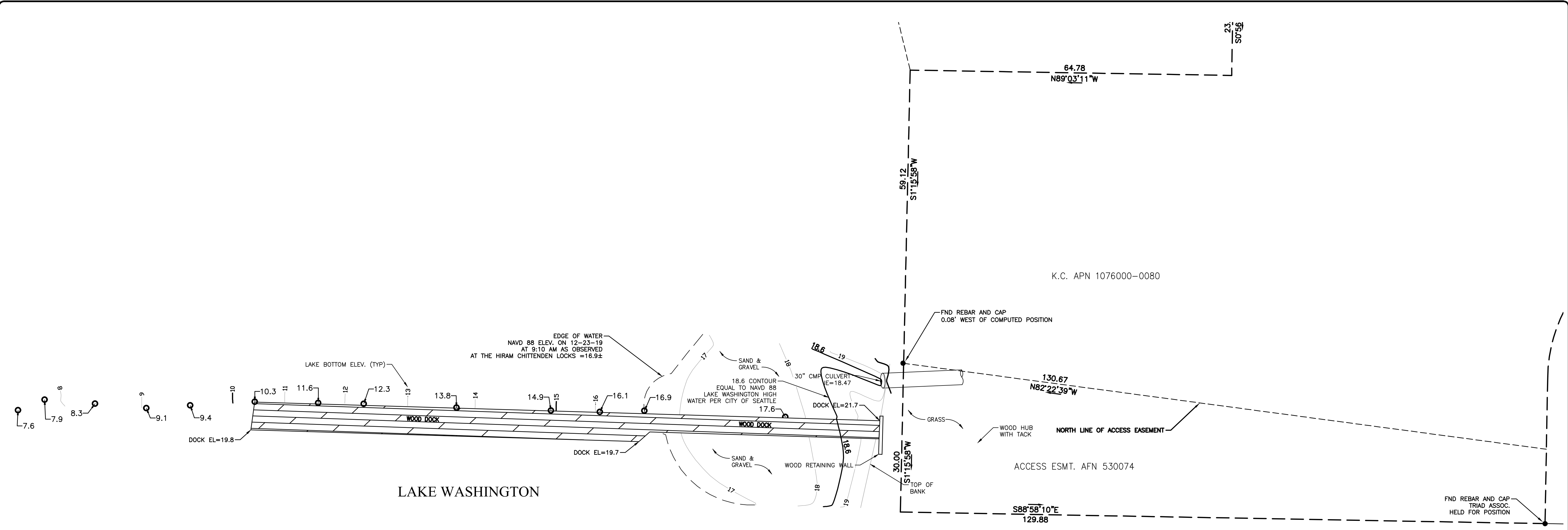
***3. The plantings (HC and SW) must be located outside of the easement.***

The HC and SW plantings inside the easement have been removed from the plans.

Please feel free to contact me if you have any questions or if you require any additional information.

Regards,

Evan Wehr



**BASIS OF BEARING**

NAD 83/2011 BASED ON RTK GPS OBSERVATION IN CONJUNCTION WNRS

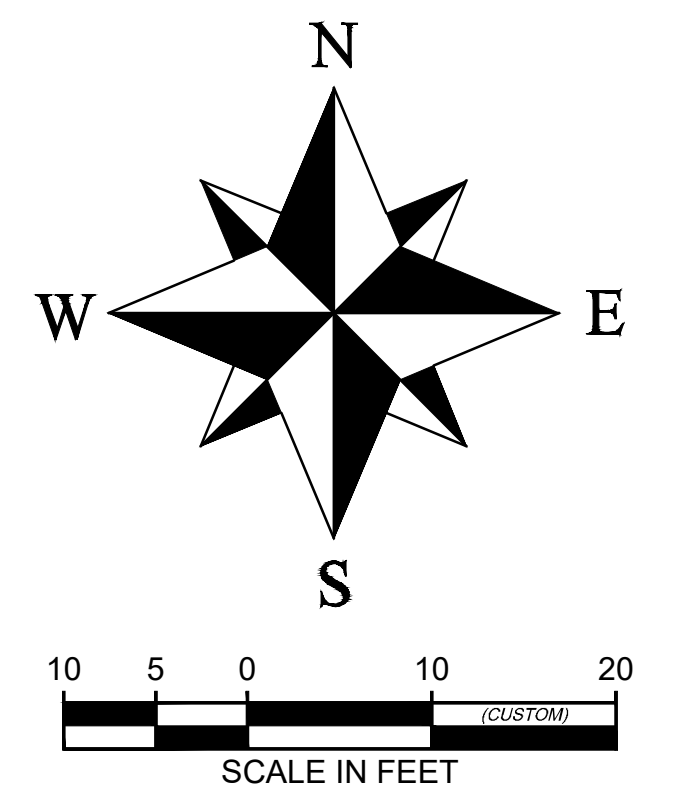
**DATUM**

NAVD 88 BASED ON WATER LEVEL OBSERVATION ON SIGHT COINCIDING WITH THE WATER LEVEL OBSERVATION AT THE HIRAM CHITTENDEN LOCKS AT 9:00 AM DECEMBER 23, 2019. ELEVATION OBSERVED 16.9 ±

**METHODS AND EQUIPMENT**

THIS SURVEY WAS PERFORMED BY FIELD TRAVERSE WITH A LEICA 5" ROBOTIC TOTAL STATION AND LEICA RTK GPS RECEIVER USED IN CONJUNCTION WITH W.S.R.N. AND MEETS OR EXCEEDS THOSE STANDARDS IDENTIFIED BY WAC 332-130-090.

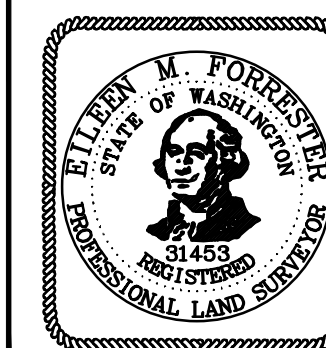
NOTE: WEST LOT LINE IS THAT OF THE LINES OF THE PLAT OF LAKE SHORES AS RECORDED IN VOL. 6, PAGE 84 OF PLATS, RECORDS OF KING COUNTY. LINES OF THE SECOND CLASS SHORELINE WERE NOT DETERMINED IN THIS SURVEY. ACCESS EASEMENT LINES ARE BASED ON PERMANENT EASEMENT AGREEMENT RECORDED UNDER KING COUNTY RECORDED FILE NO. 20090108000242. 18.6(NAVD88) = LAKE WASHINGTON HIGH WATER PER CITY OF SEATTLE



SURVEYED: KH/JM					
DRAWN: RLH					
CHECKED: TI					
REV	REVISION	DATE	BY	APP'D	



815 S. Weller Street  
Suite 200  
Seattle, WA 98104-3023  
206.332.0800



Date: 4-09-2020  
Scale: 1"=10'  
Book:

**FALLQUIST DOCK SURVEY**  
5061 84TH AVE. SE, MERCER ISLAND, WA  
RICHARD FALLQUIST  
NE 1/4, NE1/4, SEC. 24, TWP. 24 N, RGE. 4 E, W.M.

Job Number: J19-123  
Sheet: 1 of 1

EASEMENT FOR DRAINAGE

7405140437

The undersigned, Grantor, for and in consideration of \$ 1.00 and other valuable consideration, the receipt of which is hereby acknowledged by these present, bargain, sell, transfer and convey unto the City of Mercer Island, a municipal corporation of the State of Washington, Grantee, an easement over, across, along and under the following described property situated in King County, State of Washington, to-wit:

The North 10 feet of the South 31.5 feet of Lot 8 Lake Shores according to plat filed in Volume 66 of Plats, pages 84 and 85, records of King County, Washington.

Said easement being for the purpose of installing, constructing, maintaining, operating, repairing and replacing drainage ditches, flumes, culverts, pipes, and all necessary connections and appurtenances thereto, together with the right of ingress and egress upon and across said described property for the foregoing purposes, provided that in the original installation and in the repair and replacement of such pipeline or lines and appurtenances, the Grantee shall immediately after such installation, repair or replacement, restore said premises as nearly as reasonably possible to their condition at the time of commencement of such installation, repair or replacement.

DATED at Mercer Island, Washington this 8th day of May, 1974.

Enid E. Burke  
Alan F. Black  
Pres.

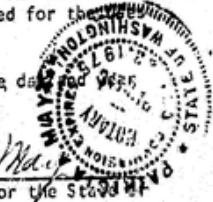
STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF KING        )

On this 8th day of May, 1974, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Alan F. Black, President

Black & Caldwell, Inc. and Mrs. Enid Burke  
to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the purposes therein mentioned.

WITNESS my hand and official seal hereto affixed on the date and year first above written.

Patricia A. May  
Notary Public in and for the State of Washington, residing at:





PORTIONS OF THIS DOCUMENT ARE POOR QUALITY FOR FILING

7405140437

RECORDED

TEST OF

1974 MAY 14 PM 12 11

DIRECTOR  
RECORDS & ELECTIONS  
KING COUNTY, WASH.

2

FILED for Record at Request of

Name City of Mercer Island

Address 3505 - 88<sup>th</sup> Ave SE

Mercer Island Wash  
98040

EASEMENT

No. 471

GRANTORS, T. J. BURKE and ENID BURKE, his wife.

5850953

for and in consideration of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, grants and conveys to GRANTEE, MERCER ISLAND SEWER DISTRICT, King County, Washington, a municipal corporation, an easement and right-of-way, over, across, along, through, and under the following described property situated in King County, Washington, to-wit:

Easement over undivided interest in access road, also 6 Ft. easement 3 Ft. on either side of pipe line as installed beginning on East line of Lot 8, 2.82 103 Ft. North of Southeast corner and extending North 84°23'03" West 135 Ft. more or less to shore line and said point being 23 Ft. North of Southwest corner of Lot 8, also 10 Ft. strip of land across Second Class Shore Lands 5 Ft. on either side of pipe line as installed over Lot 8 Lake Shores Addition.

This easement is granted on the following express conditions:

1. That immediately after installation of the sewer pipeline, grantee shall properly resurface the above access road with two inches of hot asphalt and that all excavations in the roadway surface shall be properly prepared before resurfacing.
2. That the sewer line on Lot 8, Lake Shores Addition, shall be installed without damage to the trees, concrete bulkhead and dock situated thereon and over the second class shorelands adjacent thereto.

for the purpose of constructing, installing, reconstructing, replacing, repairing, maintaining and operating a sewer pipe line and lines and all necessary connections and appurtenances thereto, together with the right of ingress thereto and egress therefrom for the purpose of enjoying the easement, and immediately after the completion of the construction and installation, or any subsequent entry upon the easement, Grantee shall restore the premises as near as may be to its condition immediately before such construction or entry.

IN WITNESS WHEREOF, Grantors have hereunto set their hand this 10 day of February, 1965.

T. J. Burke  
Enid Burke

STATE OF WASHINGTON )  
KING COUNTY ) ss:

On this 10 day of February, 1965, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared T. J. Burke and Enid Burke, his wife to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Raymond  
Notary Public in and for the State of Washington, residing at Mercer Island

MAR 4 - 1965

# LAKE SHORES

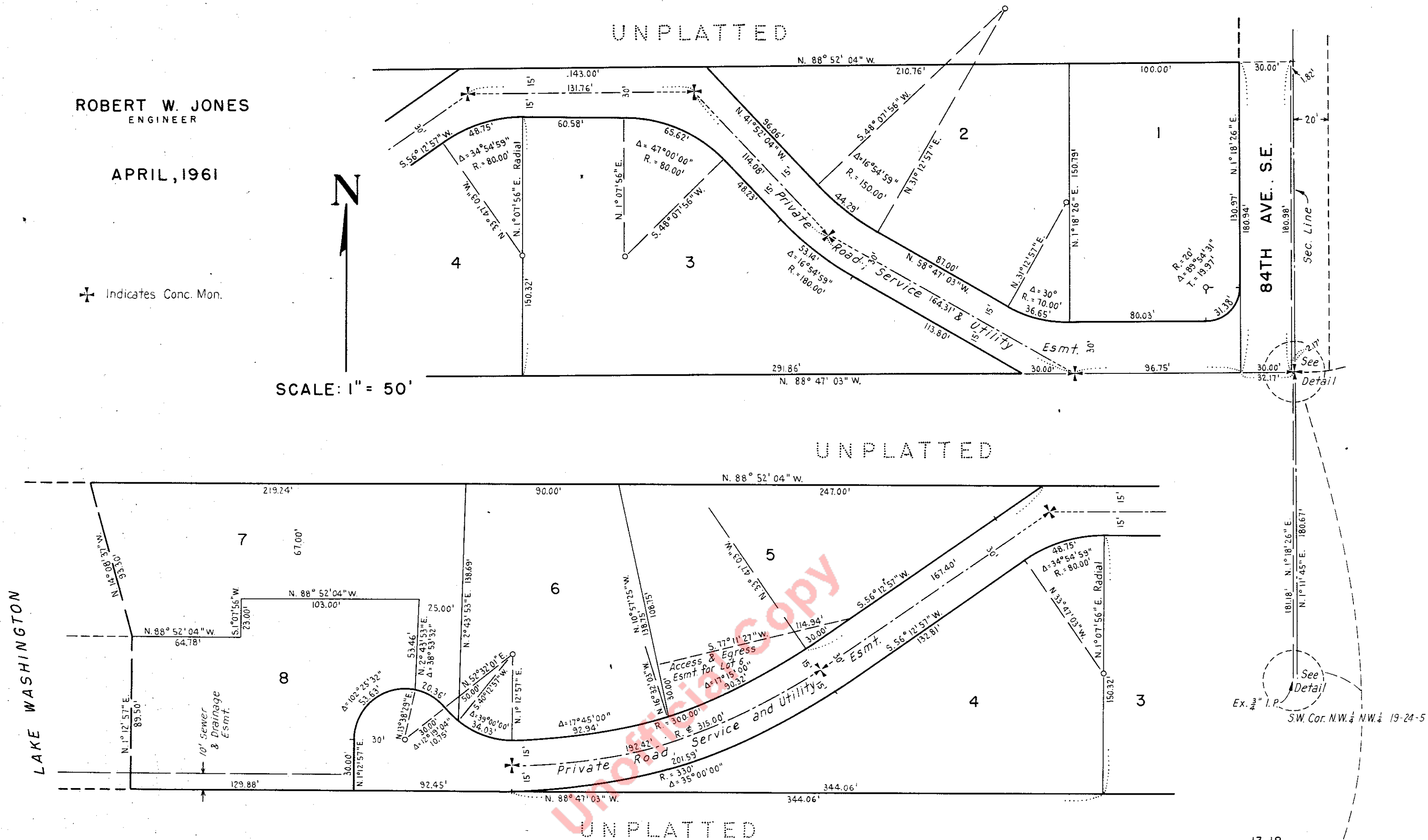
PORTION GOV'T. LOT 7, SEC. 24, T. 24 N., R. 4 E., W.M.

ROBERT W. JONES  
ENGINEER

APRIL, 1961

⊕ Indicates Conc. Mon.

SCALE: 1" = 50'



## DESCRIPTION

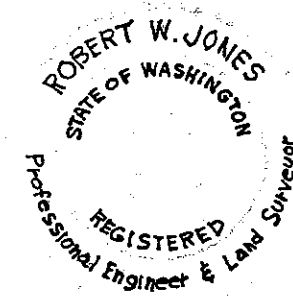
This plat of "LAKE SHORES" embraces the following described property: Beginning at a point on the east line of Government Lot 7, Section 24, township 24 north, range 4 east, W. M., in King County, Washington, distant north  $0^{\circ}01'59''$  east 180.98 feet from the southeast corner of said Government Lot 7, said point of beginning being marked by an iron pipe set by Gardner, Gardner, and Fischer, Inc., Engineers, and running thence north  $0^{\circ}01'59''$  east 180.98 feet to an iron pipe set by said engineers; thence south  $89^{\circ}51'29''$  west 1040 feet, more or less, to the shore line of Lake Washington; thence southerly along the said shore line 180.5 feet, more or less, to a point which bears south  $89^{\circ}56'30''$  west from the place of beginning of this description; thence north  $89^{\circ}56'30''$  east 1015 feet, more or less, to the place of beginning; EXCEPT the east 30 feet thereof heretofore conveyed to King County for road purposes by deed recorded under auditor's file No. 2887301; TOGETHER WITH all shore lands of the Second Class adjacent thereto.

The actual distance between said iron pipe at the point of beginning and the southeast corner of Government Lot 7 is 181.18 feet. The bearings shown on this plat have been rotated clockwise  $1^{\circ}16'27''$  from those in this description to conform to the Washington State Coordinate System, North Zone.

## ENGINEER'S CERTIFICATE

I hereby certify that this plat of "LAKE SHORES" is based upon an actual survey and subdivision of Section 24, Twp. 24 N., R. 4 E., W.M.; that the distances and courses are shown hereon correctly, that the monuments have been set and lot and block corners staked correctly on the ground and that I have fully complied with the provisions of the statutes and of the regulations governing platting.

*Robert W. Jones*  
Robert W. Jones, Certificate No. 2534.  
Renewal No. 514-0130300.  
Expiration date January 1, 1962.



LAKE SHORES, CONTINUED

DECLARATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, owners in fee simple of the land hereby platted, hereby declare this plat.

Seattle-First National Bank.

*[Signature]*  
Vice-President  
*[Signature]*  
Trust Officer.

*[Signature]*  
Dean E. Kenworthy.

*[Signature]*  
Geneva W. Kenworthy.

*[Signature]*  
Roy A. Mays.

*[Signature]*  
Marjorie M. Mays.

RESTRICTIONS

No lot or a portion of a lot in this plat shall be divided and sold or resold, or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the use district in which located. Each lot shall have an undivided one-eighth interest in the Private Road shown hereon.

ALL OF THE OWNERS of real property described in this plat on behalf of themselves and their respective administrators, executors, heirs, successors and assigns hereby agree to be bound by the covenants, terms and conditions of this private road agreement and agree that this agreement shall be a covenant running with the land described in this plat, and all of the owners shall signify their agreement by signing the declaration hereon.

IT IS AGREED that costs for repairs and maintenance of the private road contained in this plat will be borne equally by the owner or owners of each lot in this plat. Decisions to make expenditures for repairs and maintenance of private road will be governed by a majority of votes, with the owner or owners of each lot entitled to one vote.

THIS AGREEMENT shall be in effect until the City of Mercer Island, or some other governmental agency assumes the maintenance of said private road.

APPROVALS

Examined and approved this 12<sup>th</sup> day of May, A. D., 1961.

*[Signature]*  
City Engineer.



I hereby certify that this plat complies with the conditions set forth by the Mercer Island Planning Commission and is duly approved this 7<sup>th</sup> day of May, A. D., 1961.

*[Signature]*  
Chairman.

*[Signature]*  
Secretary.

Approved by the Mercer Island City Council

this 12<sup>th</sup> day of May, A. D., 1961.

*[Signature]*  
Mayor, City of Mercer Island.

Attest: *[Signature]*  
Clerk, City of Mercer Island.

I hereby certify that there are no delinquent special assessment and all special assessments on any of the property herein contained dedicated as streets, alleys, or other public use are paid in full, this 13<sup>th</sup> day of May, A. D., 1961.

*[Signature]*  
City Treasurer, City of Mercer Island.



TREASURER'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 on any of the property herein contained dedicated as streets, alleys or for other public use are paid in full. This 24<sup>th</sup> day of May, A. D., 1961.

A. A. Tremper  
King County Treasurer  
By: *[Signature]*  
Deputy County Treasurer



SIGNATURES ILLEGIBLE DUE TO USE OF COLORED INKS

5287493 RECORDING CERTIFICATE

Filed for record at the request of the City of Mercer Island Council this 24<sup>th</sup> day of May, A. D., 1961 at 44 minutes past 3:00 P. M., and recorded in Volume 66 of Plats, Page 84, 85 Records of King County, Washington.

*[Signature]*  
County Auditor.

*[Signature]*  
Deputy County Auditor.

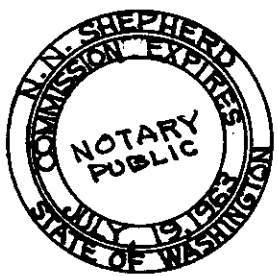


ACKNOWLEDGMENT

State of Washington, County of King.

This is to certify that on this 29<sup>th</sup> day of April, 1961, A. D., 1961 before me the undersigned, a notary public, personally appeared Dean E. Kenworthy and Geneva W. Kenworthy, his wife, and Roy A. Mays and Marjorie M. Mays, his wife, to me known to be the persons who executed the foregoing declaration, and who acknowledged to me that they signed and sealed as their free and voluntary act and deed for the uses and purposes therein mentioned. IN WITNESS WHEREOF I have hereunto set my hand and official seal this day and year first above written.

*[Signature]*  
Notary Public in and for the State of Washington.  
Residing at Seattle



ACKNOWLEDGMENT

State of Washington, County of King.

This is to certify that on this 12<sup>th</sup> day of May, A. D., 1961, before me the undersigned, a notary public, personally appeared *[Signature]*, Vice-President and Trust Officer of Seattle-First National Bank, a national banking association, as Trustee under the Will of Henry A. Langehan, deceased, to me known to be the officers of the corporation which executed the foregoing declaration and acknowledged said declaration to be the free and voluntary act and deed of said corporation for the uses and purposes of therein mentioned and they stated on oath that they were authorized by said corporation to execute said declaration and that the seal hereunto affixed is the corporate seal of said corporation. IN WITNESS WHEREOF I have hereto set my hand and official seal the day and year first above written.

*[Signature]*  
Notary Public in and for the State of Washington.  
Residing at Seattle

