

CRESTVIEW VILLAGE

DEDICATION

KNOW ALL PERSONS THAT WE THE UNDERSIGNED OWNER(S) IN FEE SIMPLE OF THE LAND HEREBY PLATTED DO HEREBY DECLARE THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ALL ROADS, WAYS, AND EASEMENTS SHOWN HEREON FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF, TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS IN THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON, AND THE RIGHT TO CONTINUE TO DRAIN SAID ROADS AND WAYS OVER AND ACROSS ANY TRACTS, LOT OR LOTS, WHERE WATER MIGHT TAKE A NATURAL COURSE.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY, OR TO HAMPER PROPER ROAD DRAINAGE. ANY ENLOSING OF DRAINAGE WATER IN CULVERTS OR DRAINS, OR REPURTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT, SHALL BE DONE BY AND AT THE EXPENSES OF SUCH OWNER.

TRACTS 998 AND 999 ARE HEREBY GRANTED AND CONVEYED TO CRESTVIEW VILLAGE 25 HOMEOWNERS ASSOCIATION (HOA) UPON THE RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE CITY OF MILL CREEK. THE RESPONSIBILITY OF THE HOA UNLESS AND UNTIL TRACT OWNERSHIP BY ALL LOTS WITHIN THIS SUBDIVISION IS AUTHORIZED PURSUANT TO A FINAL PLAT ALTERATION. USE OF SAID TRACTS IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE HOA AND THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE COUNTY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE BEEN DISSOLVED. THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS. MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN UPON AND INURE TO THE BENEFIT OF THE HOA. THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS 22nd DAY OF February 2016.

CRESTVIEW VILLAGE 24, LLC.

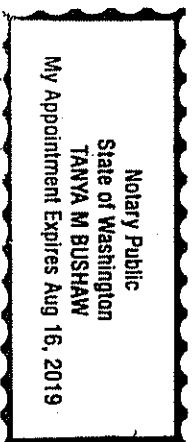
BY: *[Signature]* ITS: CFO

ACKNOWLEDGMENTS

STATE OF WASHINGTON }
COUNTY OF King } SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JEFFREY E. HAMILTON IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE CFO OF CRESTVIEW VILLAGE 24, LLC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: February 22, 2016
SIGNATURE: *[Signature]*
(PRINT NAME) Tanya M. Bushay
NOTARY PUBLIC IN AND FOR
THE STATE OF WASHINGTON
RESIDING AT: Kentwa, WA
MY APPOINTMENT EXPIRES: 8/16/19



OWNER'S COVENANT

THE OWNER AND ALL PERSONS HAVING ANY PRESENT OR SUBSEQUENT OWNERSHIP INTEREST IN THESE LANDS, AND THE SUCCESSORS AND THE ASSIGNS OF OWNERS OR OTHER PARTIES HAVING ANY SAID INTEREST, HEREBY RELEASE, INDEMNIFY, AND HOLD THE CITY HARMLESS FROM ALL CLAIMS FOR INJURIES, DAMAGES, LIABILITIES, PENALTIES OR INDUCITIVE RELIEF OF WHATEVER NATURE ARISING FROM (1) THE DESIGN, CONSTRUCTION AND MAINTENANCE OBLIGATIONS AS DESCRIBED IN THE MILL CREEK MUNICIPAL CODE, AND (2) THE DESIGN, CONSTRUCTION, OPERATION AND DOWNSTREAM IMPACTS CAUSED BY OR ATTRIBUTABLE TO THE STORMWATER SYSTEM ON-SITE AND HEREBY WAIVE AND RELEASE THE CITY FROM ANY AND ALL SUCH CLAIMS EXCEPT TO THE EXTENT JUDICIALLY DETERMINED TO RESULT FROM NEGLIGENT ACT OR OMISSION OF THE CITY.

OWNER'S CERTIFICATE

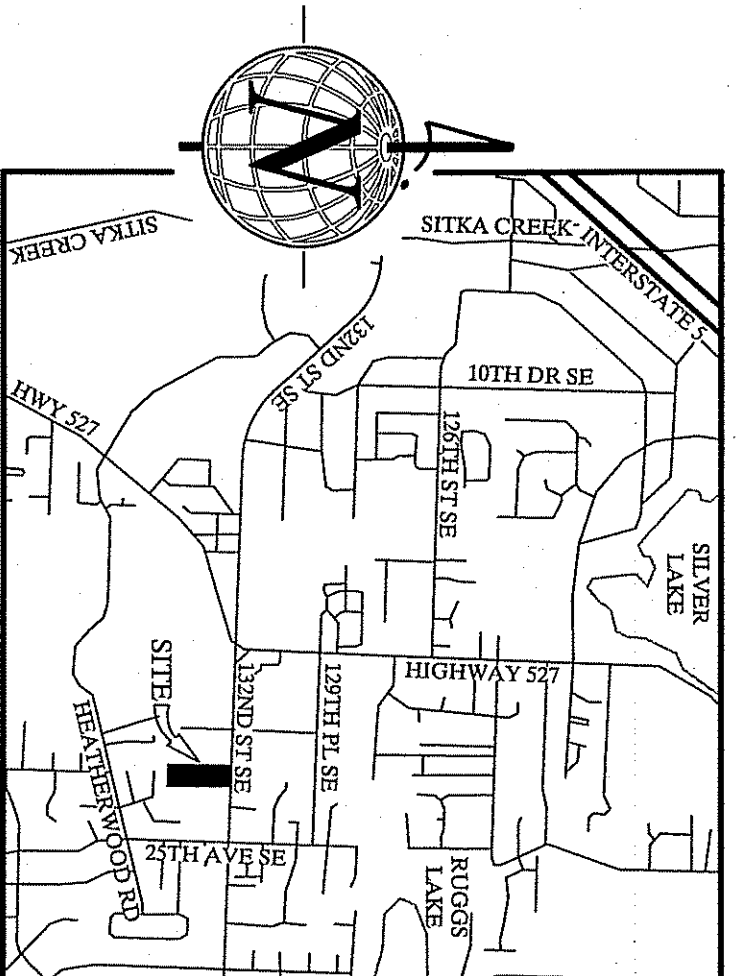
I HEREBY CERTIFY THAT THE FINAL PLAT OF CRESTVIEW VILLAGE IS SUBMITTED TO THE CITY OF MILL CREEK WITH MY CONSENT AND THAT I HAVE NO OBJECTIONS THERETO.

[Signature] JEFFREY E. HAMILTON THE CFO OF CRESTVIEW VILLAGE 24, LLC

OWNER ATTORNEY IN FACT

THE OWNER HEREBY DESIGNATES THE CITY AS ITS ATTORNEY IN FACT FOR THE LIMITED PURPOSE SET FORTH IN MOMC 16.04.085.

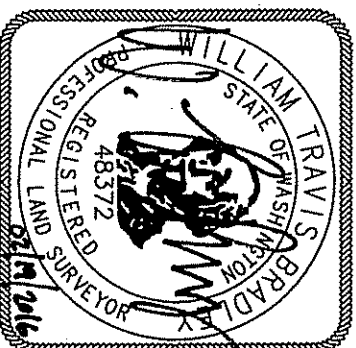
VICINITY MAP (1" = 2000')



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF CRESTVIEW VILLAGE IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 32, TOWNSHIP 28 NORTH, RANGE 5 EAST W.M., AS REQUIRED BY STATE STATUTES, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

[Signature]
WILLIAM TRAVIS BRADLEY, S
CERTIFICATE NO. 48372 DATE 02/19/16



LEGAL DESCRIPTION

PARCEL A

ALL THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 28 NORTH, RANGE 5 EAST W.M., LING NORTHERLY OF BLOCK 2, HEATHERWOOD GARDEN TRACTS NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 23, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 32 WHICH IS 30 FEET SOUTH OF THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 89°30'30" EAST ALONG THE SOUTH MARGIN OF COUNTY ROAD FOR 1303.81 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 89°30'30" EAST FOR 111.67 FEET;

THENCE SOUTH 00°49'50" EAST FOR 650 FEET TO THE NORTH LINE OF SAID BLOCK 2, HEATHERWOOD GARDEN TRACTS NO. 3;

THENCE NORTH 89°30'30" WEST ALONG SAID NORTH LINE OF BLOCK 2 FOR 111.67 FEET;

THENCE NORTH 00°49'50" WEST 650 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE NORTH 15 FEET AS CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8402289223, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL B

A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 28 NORTH, RANGE 5 EAST W.M., LING NORTHERLY OF BLOCK 2, HEATHERWOOD GARDEN TRACTS NO. 3, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 23, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION, 30.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF;

THENCE SOUTH 89°30'30" EAST ALONG THE SOUTH MARGIN OF THE COUNTY ROAD FOR 1192.14 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 89°30'30" EAST 111.67 FEET;

THENCE SOUTH 0°49'50" EAST FOR 650.00 FEET TO THE NORTH LINE OF SAID BLOCK 2, HEATHERWOOD GARDEN TRACTS NO. 3;

THENCE NORTH 89°30'30" WEST ALONG SAID NORTH LINE OF BLOCK 2 FOR 111.67 FEET;

THENCE NORTH 0°49'50" WEST FOR 650 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT PORTION CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8312050061.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

APPROVALS

CITY OF MILL CREEK APPROVALS

EXAMINED AND APPROVED THIS 22nd DAY OF February 2016.

[Signature]
CITY ENGINEER

EXAMINED AND APPROVED THIS 22nd DAY OF February 2016.

[Signature]
DIRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND THAT ALL SPECIAL ASSESSMENTS OF THE PROPERTY HEREIN CONTAINED AS STREETS, ALLEYS OR FOR OTHER PUBLIC PURPOSES ARE PAID IN FULL THIS 22 DAY OF Feb 2016.

[Signature]
TREASURER, CITY OF MILL CREEK

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOK AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING 2016 TAXES.

[Signature]
TREASURER, SNOHOMISH COUNTY

BY: *[Signature]* 2-24-16
DEPUTY TREASURER

TAX PARCEL NOS. 28053200201400 AND 280532002009900



THE DEDICATIONS AND EASEMENTS MADE HEREON ARE ACCEPTED AND THAT THE PLAT IS DULY APPROVED THIS 23rd DAY OF February 2016.
[Signature]
MAYOR, CITY OF MILL CREEK
[Signature]
ATTY. CITY CLERK

291692245004 CONFIRMED COPY
02/24/2016 3:10pm \$157.00 PGS
SNOHOMISH COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF AXIS SURVEYING AND MAPPING, INC. THIS DAY OF February 2016, AT 11:00 MINUTES PAST 11 M. AND RECORDED IN VOLUME 8402289223 OF PLATS, PAGE(S) 23.

AFN 28053200201400 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

NW 1/4, NW 1/4, SEC. 32, TWP. 28 N.,
RGE. 5 E., W.M. CITY OF MILL CREEK,
SNOHOMISH COUNTY, WASHINGTON

Axis
Survey & Mapping
13005 NE 126th Pl.
KIRKLAND, WA 98034
TEL. 425.823-5700
FAX 425.823-6700

www.axismap.com

JOB NO.	14-019
DATE	02/19/16
DRAWN BY	ERM/JM
CHECKED BY	WTB
SCALE	N/A
SHEET	1 OF 4

CRESTVIEW VILLAGE

TITLE NOTES (SCHEDULE B)

LEGAL DESCRIPTION AND EASEMENTS SHOWN PER CHICAGO TITLE INSURANCE COMPANY, GUARANTEE REPORT ORDER NO. 500012106, UPDATE 1, DATED JULY 22, 2015 AT 8:00 A.M., GUARANTEE REPORT ORDER NO. 500012106, UPDATE 2, DATED AUGUST 17, 2015 AT 8:00 A.M., GUARANTEE REPORT ORDER NO. 500012106, UPDATE 3, DATED NOVEMBER 10, 2015 AT 8:00A.M., GUARANTEE REPORT ORDER NO. 500012106, UPDATE 4, DATED DECEMBER 1, 2015 AT 8:00A.M.

1. PERTAINS TO PROPERTY TAXES
2. THIS PROPERTY IS SUBJECT TO EASEMENT FOR THE PURPOSE SHOWN BELOW AND RIGHTS INCIDENTAL HERETO, AS GRANTED IN A DOCUMENT, RECORDED UNDER RECORDING NUMBER 200207030477, GRANTED TO PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND VERIZON NORTHWEST INC., FOR AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE OVER THE NORTHERLY PORTION OF PARCEL B. [PLOTTED]
3. THIS PROPERTY IS SUBJECT TO AN AGREEMENT EXECUTED BY CATHARINE REVELL AND SILVER LAKE WATER DISTRICT, RECORDED UNDER RECORDING NUMBER 200608160875, FOR THE PURPOSES OF A PERMISSION FOR USE OF ENROACHMENT AREA, AFFECTING PARCEL B. [PLOTTED]
4. THIS PROPERTY IS SUBJECT TO A DEED OF TRUST, SECURITY AGREEMENT AND FUTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS TO A SECURE INDEBTEDNESS, UNDER RECORDING NUMBER 201412080482, AFFECTING PARCEL A.
5. THIS PROPERTY IS SUBJECT TO A DEED OF TRUST, SECURITY AGREEMENT AND FUTURE FILING WITH ASSIGNMENT OF LEASES AND RENTS TO SECURE AN INDEBTEDNESS, UNDER RECORDING NUMBER 201412100226, AFFECTING PARCEL B.

EASEMENT PROVISIONS--SEE PAGE FOUR FOR EASEMENT DETAILS

PRIVATE STORM DRAINAGE

1. THE 13 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 1, 2 AND 3 HEREOF IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOTS 2, 3 AND 4 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 1 THROUGH 4 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
2. THE 13 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 6, 7 AND 8 HEREOF IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOTS 5, 6, 8 AND 9 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 5 THROUGH 9 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
3. THE VARIABLE WIDTH PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 10, 11, 13, 14 AND 15 HEREOF IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOTS 11 THROUGH 16 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 10 THROUGH 16 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
4. THE 13 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 19 AND 20 HEREOF IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOTS 18, 19 AND 21 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 18 THROUGH 21 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.
5. THE 13 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 23, 24 AND 25 HEREOF IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOTS 22, 23 AND 24 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 22 THROUGH 25 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

PRIVATE SANITARY SEWER EASEMENT

6. A 10 FOOT PRIVATE SANITARY SEWER EASEMENT SHOWN ON LOT 13 HEREOF IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOT 12 FOR PRIVATE SANITARY SEWER DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 12 AND 13 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

PRIVATE FENCE EASEMENT

7. THE 1.50 FOOT PRIVATE FENCE EASEMENT SHOWN ON TRACT 998 AND LOTS 1, 2, 3 AND 4 IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF THE SILVER LAKE WATER AND SEWER DISTRICT WEST OF SAID LOTS.

PRIVATE ACCESS TRACT EASEMENT

UPON THE RECORDING OF THIS PLAT, A 20.00 FOOT STRIP OF LAND OVER LOT 13 IS DEDICATED AS A PRIVATE ACCESS TRACT FOR INGRESS, EGRESS, PRIVATE DRAINAGE AND UTILITIES FOR THE BENEFIT OF THE OWNERS OF LOT 12 OWNERSHIP OF LOTS 12 AND 13 WITHIN THIS PLAT INCLUDES AN EQUAL AND UNDIVIDED RESPONSIBILITY FOR THE MAINTENANCE OF SAID TRACT.

UTILITY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED AND GRANTED TO SILVER LAKE WATER AND SEWER DISTRICT, A MUNICIPAL CORPORATION, ITS HEIRS OR ASSIGNS AND ALL UTILITIES SERVING THIS PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10.00) FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS, IN WHICH TO LAY, INSTALL, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, GAS, TELEPHONE, TELEVISION CABLE AND OTHER UTILITY SERVICES, TOGETHER THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MILL CREEK, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER FACILITIES UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

WATER EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED AND GRANTED TO THE SILVER LAKE WATER DISTRICT, A MUNICIPAL CORPORATION, ITS HEIRS OR ASSIGNS, INCLUDING THE PERPETUAL RIGHT TO ENTER UPON THE REAL ESTATE AT ANY TIME THAT IT MAY DEEM REASONABLY NECESSARY TO CONSTRUCT, MAINTAIN, REPAIR AND OPERATE A WATER LINE OVER, ACROSS, THROUGH AND UNDER THE LANDS HEREINAFTER DESCRIBED, TOGETHER WITH THE RIGHT TO EXCAVATE AND REBUILD DITCHES AND TRENCHES FOR THE LOCATION OF PIPELINES AND MAINS, AND THE FURTHER RIGHT TO REMOVE TREES, BUSHES, UNDERGROWTH AND OTHER OBSTRUCTIONS INTERFERING WITH THE LOCATION, CONSTRUCTION AND MAINTENANCE OF SAID PIPELINES AND MAINS.

DRAINAGE FACILITY MAINTENANCE COVENANTS

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INSURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS, GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT THE CITY OF MILL CREEK (CITY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE AT A MINIMUM, ANNUAL INSPECTION OF THE STORM WATER DRAINAGE SYSTEM, AS APPLICABLE. THE SYSTEM SHALL INCLUDE STORM WATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORM WATER FLOW REGULATION SYSTEM DETENTION PONDS, VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
2. IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT THE GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BE IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE CITY OR PAY CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN CITY'S STATEMENT.
3. IF CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCE THAT IN THE SOLE OPINION OF THE CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
4. WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.
5. GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

RESTRICTIONS

1. NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR A NEW SUBDIVISION OR SHORT SUBDIVISION.
2. NO LOT OR 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 CONTAIN LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT IN WHICH IT IS LOCATED.
3. THE CRESTVIEW VILLAGE 25 HOMEOWNERS ASSOCIATION AND THE OWNERS OF ANY LOT WITHIN THIS PLAT SHALL BE RESPONSIBLE TO PROVIDE ROADSIDE MAINTENANCE TO THE BACK OF CURB, INCLUDING STREET TREES, ALONG THE INTERIOR PUBLIC ROADWAY AND 132ND ST SE FRONTAGE PER WILL GREEN MUNICIPAL CODE. THIS INCLUDES ALL SERVICE AND MAINTENANCE EXCEPT FOR STRUCTURAL SIDEWALK REPAIRS, WHICH SHALL BE THE RESPONSIBILITY OF THE CITY OF MILL CREEK.
4. NO FENCE OR OBSTRUCTION SHALL BE CONSTRUCTED BETWEEN THE EDGE OF RIGHT OF WAY AND THE WATER METER WHICH RESTRICTS ACCESS TO THE WATER METER BY SILVER LAKE WATER AND SEWER DISTRICT.
5. THE ARTICLES OF INCORPORATION FOR THE CRESTVIEW VILLAGE 25 HOMEOWNERS ASSOCIATION WERE FILED WITH THE SECRETARY OF THE STATE ON 2/20/15 LOTS 1-25, INCLUSIVE, OF THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CRESTVIEW VILLAGE 25, RECORDED UNDER AUDITOR'S FILE NUMBER 201602240433
6. THE CRESTVIEW VILLAGE 25 HOMEOWNERS ASSOCIATION IS RESPONSIBLE TO OWN, OPERATE AND MAINTAIN THE STORM DRAINAGE AND DETENTION FACILITIES WITHIN ALL TRACTS AND STORM DRAINAGE EASEMENTS, INCLUDING INDIVIDUAL LOT DRAINAGE SYSTEMS.

REFERENCES

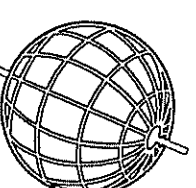
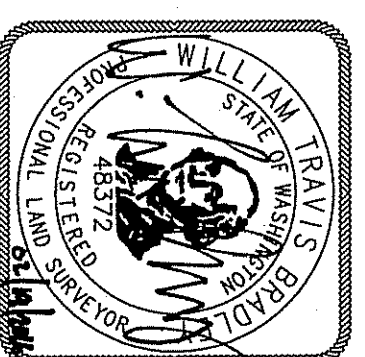
- (R1) RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 200604285001, RECORDS OF SNOHOMISH COUNTY, WA.
- (R2) PLAT OF WEXFORD COURT RECORDED UNDER RECORDING NUMBER 8708195004, RECORDS OF SNOHOMISH COUNTY, WA.

NOTES

PRIMARY CONTROL POINTS AND ACCESSIBLE MONUMENT POSITIONS WERE FIELD MEASURED UTILIZING GLOBAL POSITIONING SYSTEM (GPS) SURVEY TECHNIQUES USING LEICA SYSTEM 1200 EQUIPMENT. MONUMENT POSITIONS THAT WERE NOT DIRECTLY OBSERVED USING GPS SURVEY TECHNIQUES WERE TIED INTO THE CONTROL POINTS UTILIZING LEICA ELECTRONIC 1201 TOTAL STATIONS FOR THE MEASUREMENT OF BOTH ANGLES AND DISTANCES. THIS SURVEY MEETS OR EXCEEDS THE STANDARDS SET BY WAOS 332-130-080/090.

TEMPORARY TURNAROUND EASEMENT

THE TEMPORARY TURNAROUND EASEMENT WITHIN LOT 17 IS FOR THE BENEFIT OF THE PUBLIC AND SHALL BE EXTINGUISHED AUTOMATICALLY WHEN THE ROAD IS EXTENDED INTO THE ADJACENT EASTERLY DEVELOPMENT. THE CITY OF MILL CREEK SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ASPHALT SURFACE WITHIN THE TEMPORARY TURNAROUND. ONCE THE ROAD IS EXTENDED, IT SHALL BE THE RESPONSIBILITY OF FUTURE DEVELOPER TO RESTORE THE ROAD SECTION SHOWN ON THE ENGINEERING DRAWINGS PER CITY OF MILL CREEK STD DWG STR-1N.



AXIS
Survey & Mapping

13005 NE 126th PL
KIRKLAND, WA 98034
TEL. 425-823-5700
FAX 425-823-6700

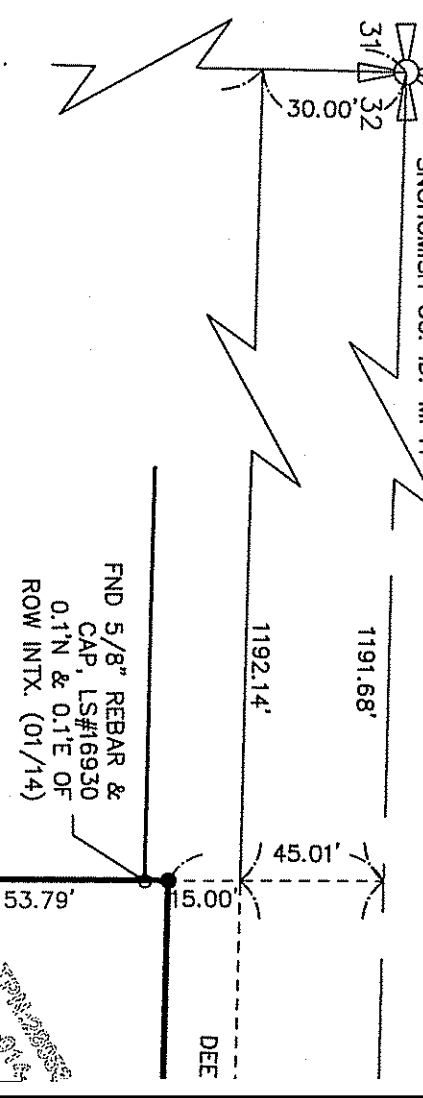
www.axismap.com

JOB NO.	14-019
DATE	02/19/16
DRAWN BY	ERM/JM
CHECKED BY	WTB
SCALE	N/A
SHEET	2 OF 4

NW 1/4, NW 1/4, SEC. 32, TWP. 28 N., RGE. 5 E., W.M.
CITY OF MILL CREEK, SNOHOMISH COUNTY, WASHINGTON

NW SECTION CORNER
 32-28-5 FND INVERTED
 NAIL IN CONC MON IN
 CASE, DOWN 1.5" (01/14/4)
 SNOHOMISH CO. ID: MP11

CREST



SILVER LAKE
 SEWER &
 WATER
 DISTRICT

TPN: 280532
 002015-00
 ZONE: C8

FND 5/8" REBAR & CAP
 LSF#16930 0.1"N & 0.1"E
 OF LOT 6/7 INTX. (01/14)

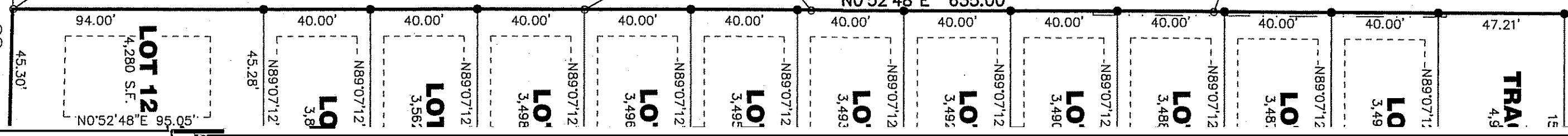
FND 5/8" REBAR & CAP, LSF#16930
 0.1"E & 5.3"N OF LOT
 6/7 INTX. (01/14)

FND 5/8" REBAR & CAP, LSF
 #16930 0.1"W & 3.9"S OF LOT 2/3
 INTX. (01/14)

FND 5/8" REBAR & CAP
 LSF#16930 0.3"N & 0.1"E
 OF CORNER (01/14)

LINE	BEARING	DISTANCE
L1	N 51°23'07" E	9.52'
L2	N 51°23'07" E	9.52'
L3	S 00°49'25" W	4.96'

CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	25.00	39.27
C2	151°6'17"	64.00	17.06
C3	211°4'56"	80.00	29.67
C4	135°5'32"	80.00	19.44
C5	14°5'42.4"	80.00	20.81
C6	16°08'07"	80.00	22.53
C7	23°4'3'38"	80.00	33.13
C8	90°03'23"	16.00	25.15

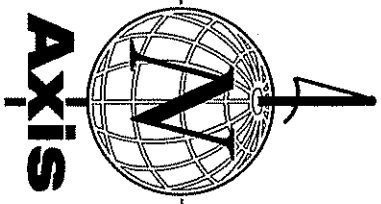


31
 32
 CALCULATED
 QUARTER
 SECTION
 PER (R1)

NW 1/4, NW 1/4, SEC.
 CITY OF MILL CREEK, SNOHO

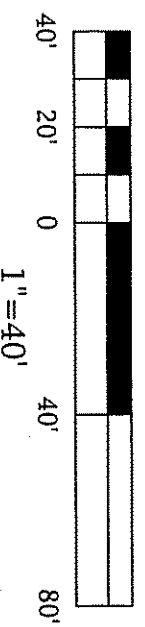
CRESTVIEW VILLAGE

TITLE, PUBLIC ACCESS, PRIVATE & PUBLIC STORM DRAINAGE AND PRIVATE FENCE EASEMENTS



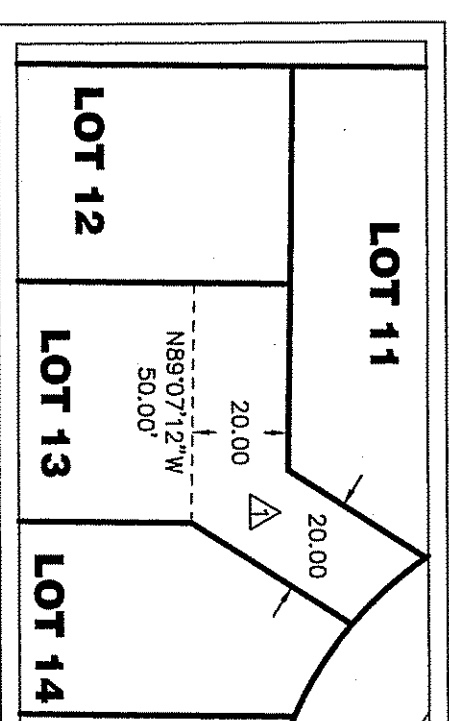
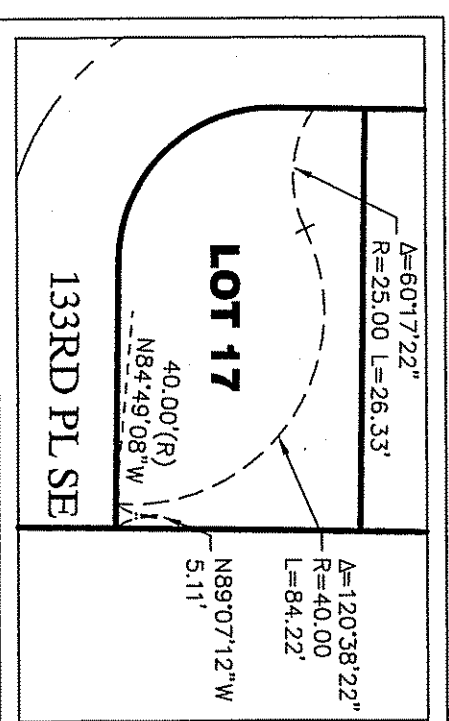
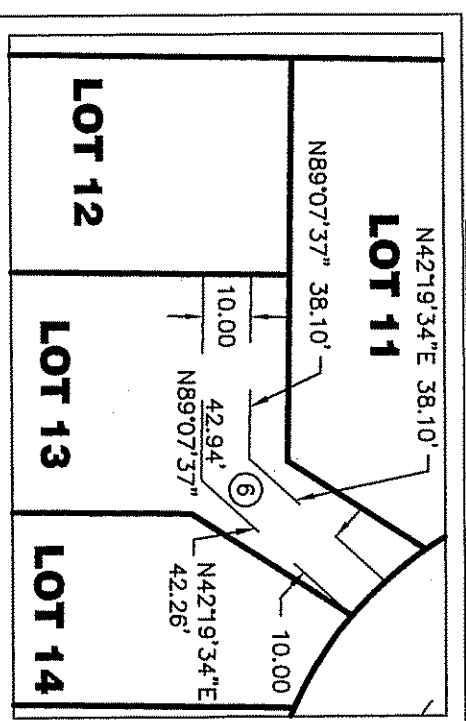
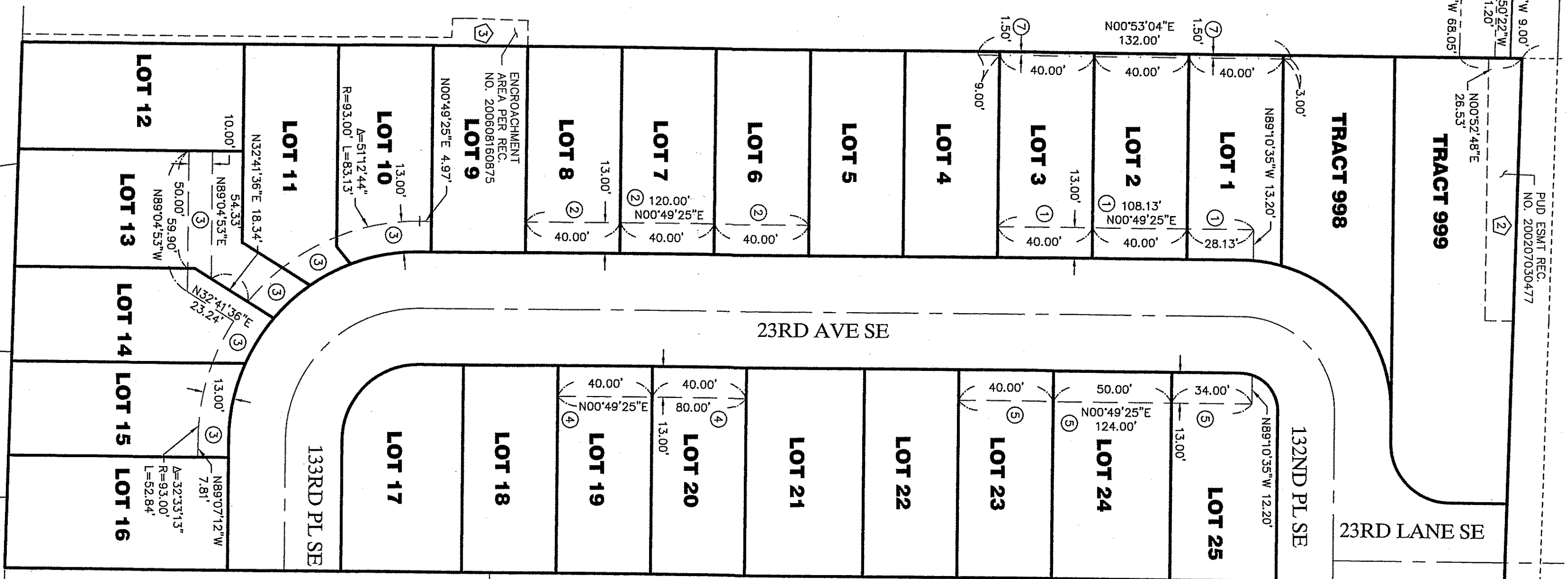
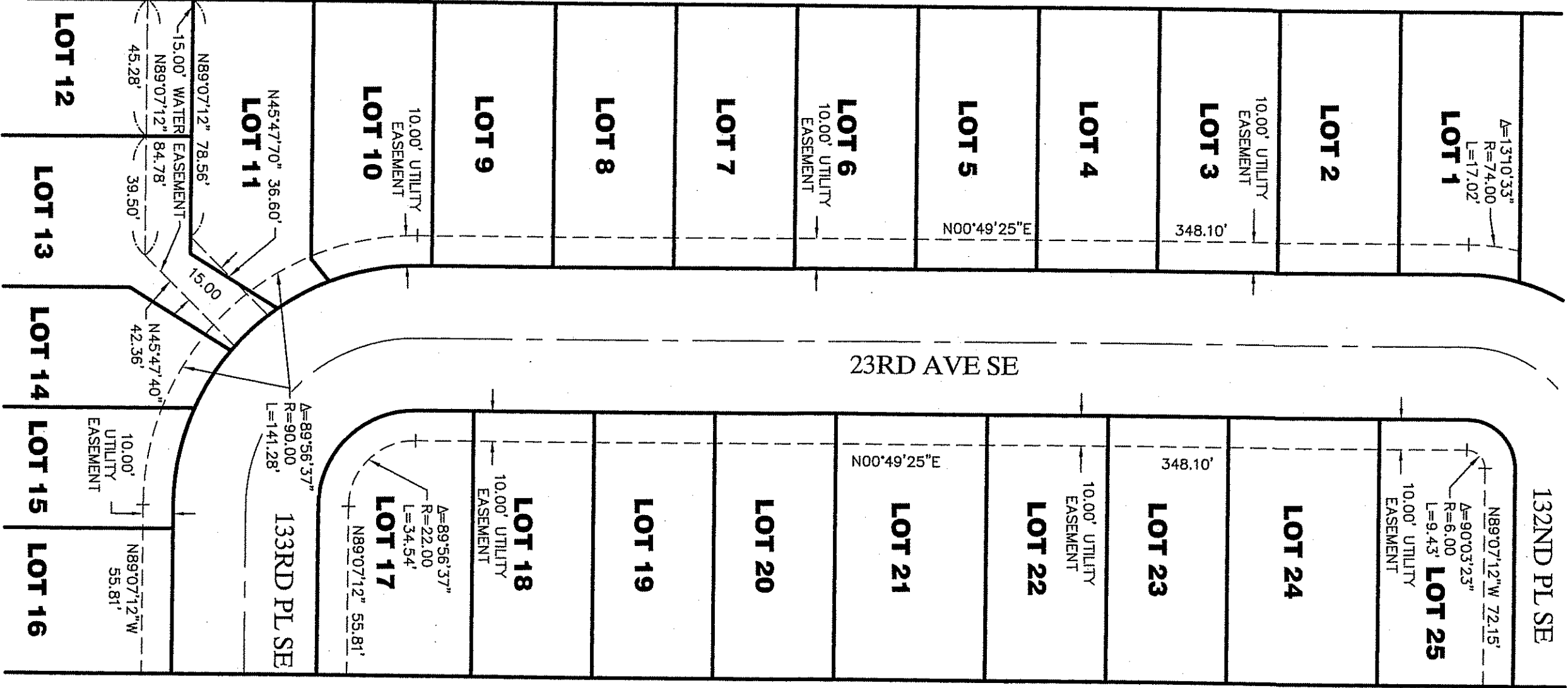
Axis

GRAPHIC SCALE

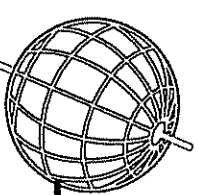
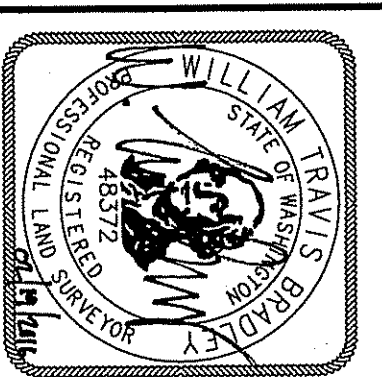


EASEMENT LEGEND	
	PUBLIC ACCESS EASEMENT
	PUBLIC STORM DRAINAGE EASEMENT
	PRIVATE STORM DRAINAGE EASEMENT (1)(2)(3)(4)(5)
	PRIVATE SANITARY SEWER EASEMENT (6)
	PRIVATE ACCESS EASEMENT (7)
	TEMPORARY TURN-AROUND EASEMENT (8)
	UTILITY EASEMENT
	WATER EASEMENT
	PRIVATE FENCE EASEMENT (9)
	EASEMENT PER SHEET 2: TITLE NOTES
	EASEMENT PER SHEET 2: EASEMENT PROVISIONS
	EASEMENT PER SHEET 2: PRIVATE ACCESS EASEMENT
UTILITY AND WATER EASEMENT	

TPN: 280532
002-015-00



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