LEGAL DESCRIPTION

LOT 3, OF SNOHOMISH COUNTY SHORT PLAT NO. SP 448(8-78) RECORDED UNDER AUDITOR'S FILE NUMBER 7907160301, BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. EXCEPT PORTION CONDEMNED BY SNOHOMISH COUNTY PURSUANT TO -5NOHOMISH COUNTY CASE NUMBER 01-2-09471-6.

LESS THAT PORTION THEREOF GRANTED TO SNOHOMISH COUNTY PER POSSESSION AND USE AGREEMENT RECORDED UNDER AF# 200108230306.

SITUATE IN THE COUNTY OF SMOHOMISH COUNTY, STATE OF WASHINGTON.

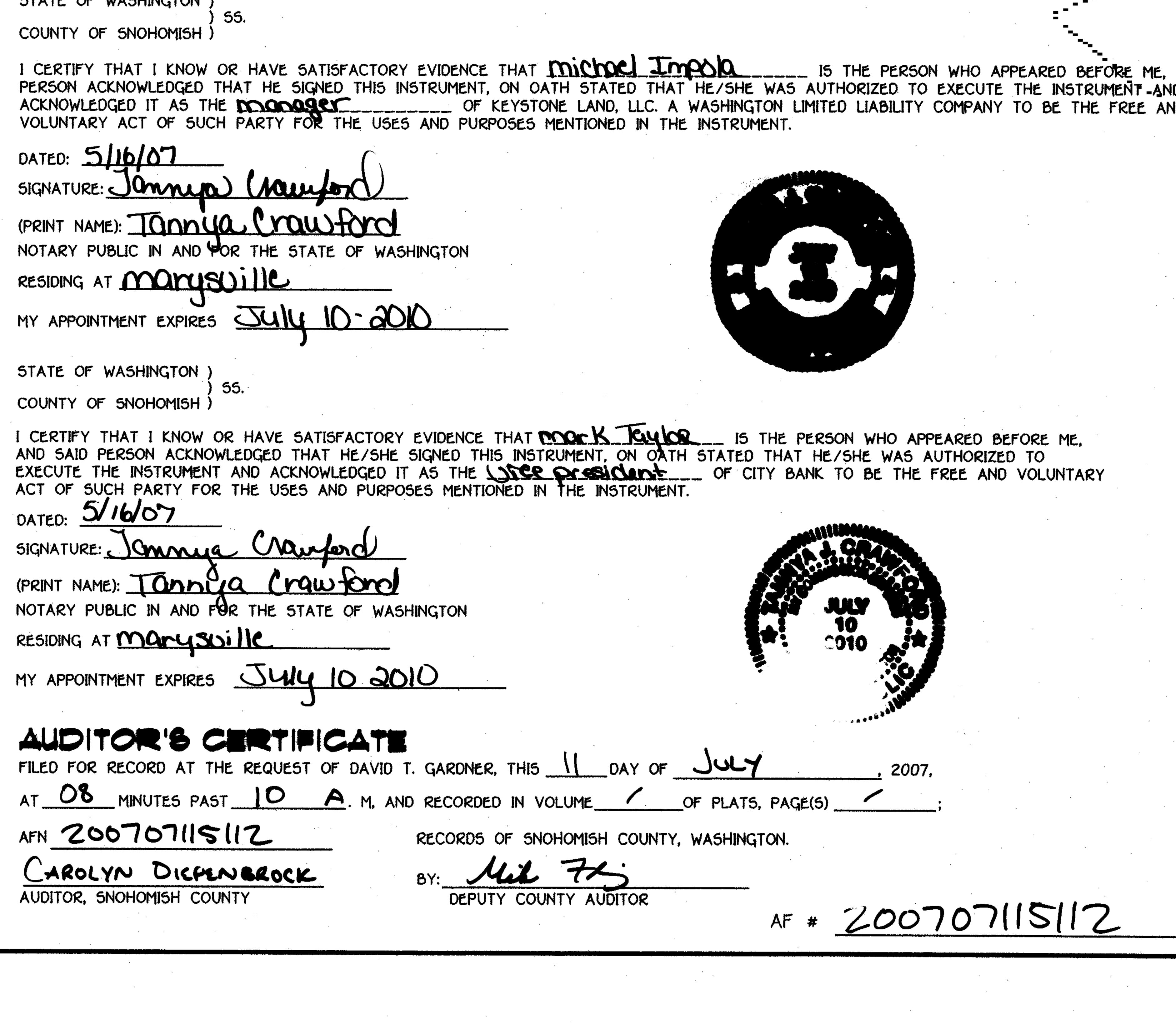
DEDICATION

KNOW ALL MEN (PERSONS) BY-THESE PRESENTS THAT KEYSTONE LAND, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND CITY BANK, THE MORTGAGEE THEREOF, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES. ALSO, THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRĀDING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREON. ALSO, THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALSO, ALL CLAIMS FOR DAMAGE AGAINST ANY GOVERNMENTAL- AUTHORITY ARE-WAIVED WHIGH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

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 TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR RERQUITING THEREOF ACROSS ANY LOT-AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACT(5) 997 AND 998 ARE HEREBY GRANTED AND CONVEYED TO THE ESTATES AT THOMAS LAKE HOMEOWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT SUBJECT TO AN EMERGENEY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE CITY OF MILL CREEK. OWNERSHIP AND MAINTENANCE OF SAID TRACTS CONSISTENT WITH CITY CODE SHALL BE-THE RESPONSIBILITY OF THE HOA UNLESS AND UNTIL

	EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF SAID TRACTS. IN THE EVENT THAT HOA SHOULD BE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS. "-MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMEN FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING 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 NO DAY OF MOU 2007. KEYSTONE LAND, LLC.
	A WASHINGTON LIMITED LIABILITY COMPANY BY: MICHAEL D. IMPOLA ITS: Vice President ITS: Vice President
	ACKNOWLEDGMENTS
	STATE OF WASHINGTON)
) 55. COUNTY OF SNOHOMISH)
	I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MICHOE! IMPORE IS THE PERSON WHO APPEARED BEFORE ME PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT ACKNOWLEDGED IT AS THE PROPOSES OF KEYSTONE LAND, LLC. A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE A VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.
	DATED: 5/16/07 SIGNATURE: January (Manyord)
	(PRINT NAME): Tanya Crawford NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
•	residing at Manysuille
	MY APPOINTMENT EXPIRES JULY 10-2010
	STATE OF WASHINGTON)) 55. COUNTY OF SNOHOMISH)
	I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT COOK K KIND IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE STRUMENT. OF CITY BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.
	DATED: STORY CAN I (
	SIGNATURE: Omnua (Nauford)
	(PRINT NAME): Tannya (raw-foro) NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
	RESIDING AT MANUFOR THE STATE OF WASHINGTON



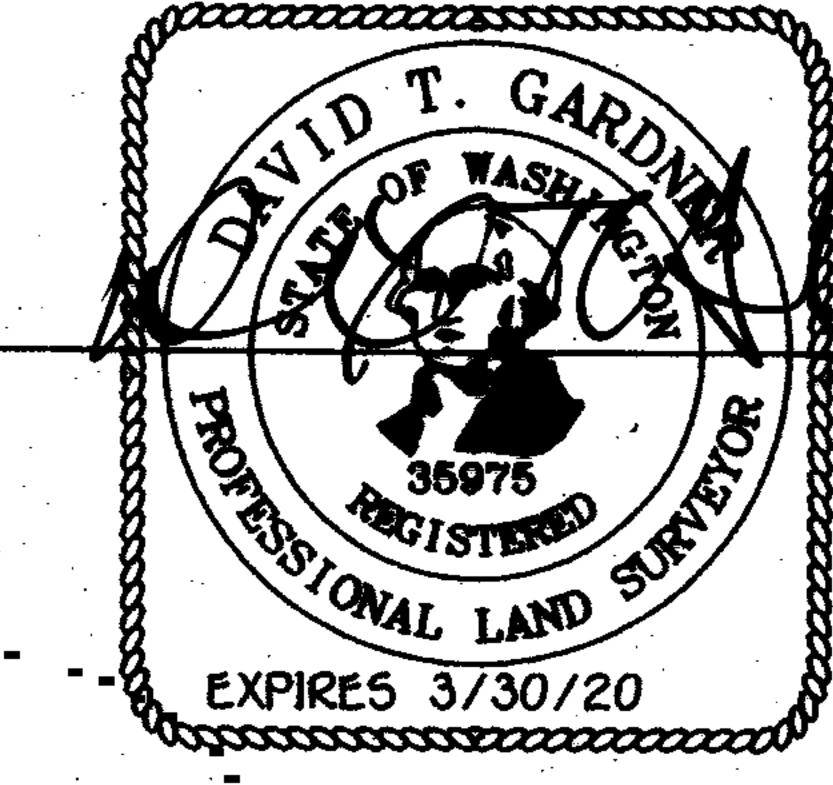
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APPROVALS		· · · · · · · · · · · · · · · · · · ·	
COUNTY INGINER			
EXAMPLED APPROVED THIS MOAY OF WE	14	2007.	
AMINAL MARCHAR			
SNOHOMISH COUNTY ENGINEER			
PLANNING AND DEVELOPMENT	SERVICE		
EXAMINED AND APPROVED THIS 3 DAY OF	July	. 2007.	
1 Lour			
SNOHOMISH COUNTY PLANNING & DEVELOPMENT SER	VICES DIRECTOR		
CHAIRMAN, COUNTY COUNCIL			
EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICANTROLS, AND APPROVED THIS DAY OF	LICABLE ZONING	AND OTHER . 2007.	LAND USE
	/ . /	,	
COUNTY COUNCIL CHAIR PERSON DATE			
SNOHOMISH COUNTY, WASHINGTON			
CITY OF MILL CREEK AP		8	
EXAMINED AND APPROVED THIS STUDAY OF MAN		2007.	
MBeu.			
CITY OF MILL CREEK DIRECTOR OF PUBLIC WORKS			
EXAMINED AND APPROVED THIS STUDAY OF UN	W	, 2007.	
HANZ MIN			
CITY OF MILL CREEK DIRECTOR OF COMMUNITY DEVI	ELOPMENT		
I HEREBY CERTIFY THAT THE PLAT COMPLIES WITH	THE CONDITIONS	SET FORTH	1
BY THE MILL CREEK CITY COUNCIL, THE DEDICATION HEREON ARE ACCEPTED AND THAT THE PLAT IS DU			
THIS 87 DAY OF, 2007.	n + 1 -		
MAYOR, CITY OF MILL CREEK ATTE	ST, CITY CLERK		
	OI, CIII CLEKK		-
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		- - ·	-
TREASURER'S CERTIFICA'			•
	· · · · · · · · · · · · · · · · · · ·		
I HEREBY CERTIFY THAT ALL STATE AND COUNTY THE BOOKS-AND RECORDS OF MY OFFICE, HAVE BE	IAXES HERETOFO EN FULLY PAID A	RE LEVIED AND DISCHAI	AGAINST TH RGED, INCLU
Bab Danten BY:	Kin H	rul 6	><- <u>~</u>
	JTY)TREASURER,		
	Ame	7_11_11	7

HE BOOKS AND RECORDS OF MY OFFICE, HAY	BY: TREASURER, SNOHOMISH COUNTY	LUDING 200_S TAXES.	TEKEIN, ACCURDING
REASURER, SNOHOMISH COUNTY	DEPUTY)TREASURER, SNOHOMISH COUNTY	ANY ASCO MAY FOR THE YTYA	ADVANCE TAXES

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF ESTATES AT IHOMAS LAKE IS BASED-UPON AN ACTUAL SURVEY AND SUBDIVISION-OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5-EAST, W.M. AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

DAVID T. GARDNER - DATE PROFESSIONAL LAND SURVEYOR



ESTATES AT THOMAS LAKE A PORTION OF THE NE1/4, 5W1/4 & THE NW 1/4 OF THE 5W 1/4.
OF SECTION 33, TWP. 28 N., R. 5-E., W.M.

SNOHOMISH COUNTY, WASHINGTON PFN -04-118517 -5D

PREPARED 03/27/07-206193FP.DWG___

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PAGE 1 OF 5

CERTIFICATE NO. 35975

4727-A EVERGREEN WAY, EVERETT,-WA 98283 (425) 252-1884

CAROLYN DICHENBROCK AUDITOR, SNOHOMISH COUNTY

AFN 200707115112

MY APPOINTMENT EXPIRES <u>JULY 10 2010</u>

AUDITOR'S CERTIFICATE

BY: 142 7/5

DEPUTY COUNTY AUDITOR

PLAT RESTRICTIONS AND COVENANTS

- NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR A NEW SUBDIVISION OR SHORT SUBDIVISION.
- 2. THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER CHAPTER 30.41A SCC OR PREVIOUSLY UNDER TITLE 19 SCC 15 EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH CHAPTER 30.41A SNOHOMISH COUNTY CODE.
- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER OR HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO COUNTY ROAD PURPOSES.
- 4. THE LOTS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE EVERETT SCHOOL DISTRICT TO BE DETERMINED BY THE CERTIFIED AMOUNT WITHIN THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE, IN ACCORDANCE WITH THE PROVISIONS OF SCC 30.66C.010. CREDIT SHALL BE GIVEN FOR ONE EXISTING PARCEL. LOT 1 SHALL RECEIVE CREDIT.
- 5. THE DWELLING UNITS WITHIN THIS DEVELOPMENT ARE SUBJECT TO PARK IMPACT FEES IN THE AMOUNT OF \$1,244.49 PER SINGLE FAMILY UNIT AS MITIGATION FOR IMPACTS TO THE NAKEETA BEACH PARKS SERVICE AREA OF THE COUNTY PARKS SYSTEM IN ACCORDANCE WITH SCC 30.66A. PAYMENT OF THESE MITIGATION-FEES IS REQUIRED PRIOR TO BUILDING PERMIT ISSUANCE, PROVIDED THAT THE BUILDING PERMIT IS ISSUED BY MARCH 23, 2010 (5 YEARS AFTER THE COMPLETENESS DATE OF THE SUBJECT APPLICATION). AFTER THIS DATE, PARK IMPACT FEES SHALL BE BASED UPON THE RATE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
- 6. ALL NATIVE GROWTH PROTECTION AREAS SHALL BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE. NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT REMOVAL OF HAZARDOUS TREES. THE ACTIVITIES AS SET FORTH IN SCC 32.10.110(29)(A), (C) AND (D) ARE ALLOWED WHEN APPROVED BY THE COUNTY.
- 7. CHAPTER 30.66B SCC REQUIRES THE NEW LOT MITIGATION PAYMENTS IN THE AMOUNTS SHOWN BELOW FOR EACH SINGLE-FAMILY RESIDENTIAL BUILDING PERMIT:
- \$1,956.84 PER LOT TO SNOHOMISH COUNTY AS MITIGATION FOR PROJECT-IMPACTS ON COUNTY ROAD SYSTEM CAPACITY WITHIN TRANSPORTATION SERVICE AREA D. CREDIT FOR CERTAIN EXPENDITURES MAY BE ALLOWED AGAINST SAID PAYMENT TO THE EXTENT AUTHORIZED BY COUNTY CODE.
- \$284.57 PER LOT FOR MITIGATION OF IMPACTS ON CITY ROADS PAID TO THE CITY OF MILL CREEK,
- THESE PAYMENTS ARE DUE PRIOR TO OR AT THE TIME OF EACH BUILDING PERMIT ISSUANCE. NOTICE OF THESE MITIGATION PAYMENTS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION, SHORT SUBDIVISION OF THE LOTS THEREIN OR BINDING SITE PLAN. ONCE BUILDING PERMITS HAVE BEEN ISSUED ALL MITIGATION PAYMENTS SHALL BE DEEMED PAID BY POS.
- 8. SUBJECT TO RIGHT TO MAKE NECESSARY SLOPES FOR CUTS OR FILLS RECORDED UNDER AF# 1730042.
- 9. SUBJECT TO WAIVER AND RELINQUISHMENT OF ALL CLAIMS FOR DAMAGE ARISING FROM ESTABLISHMENT OF A PUBLIC ROAD RECORDED UNDER AF# 1730042.
- 10. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, DEDICATIONS, AGREEMENTS, EASEMENTS, MAINTENANCE PROVISIONS AND NOTES RECORDED UNDER AF# 7907160301.
- 11. SUBJECT TO ROAD MAINTENANCE AGREEMENT RECORDED UNDER AF# 7907160301. -
- 12. SUBJECT TO SILVER LAKE LATECOMERS CHANGES FOR SEWER FACILITIES RECORDED UNDER-AF# 200103020673.
- 13. LOTS 1 THROUGH 21 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN. SEE-DRAINAGE-PLAN-FOR DETAILS.
- 14. SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER AF# $\frac{200707110097}{1}$
- 15. THE HOMEOWNER'S ASSOCIATION AND THE OWNERS OF ANY LOT WITHIN THIS PLAT SHALL BE RESPONSIBLE TO PROVIDE ROADSIDE MAINTENANCE TO THE BACK OF CURB, INCLUDES ALL-SERVICE AND MAINTENANCE, EXCEPT FOR STRUCTURAL SIDEWALK REPAIRS, WHICH SHALL BE THE RESPONSIBILITY OF THE CITY OF MILL EREEK.

drainage facility maintenance covenant

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE 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 STORMWATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORMWATER 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 STORMWATER 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 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 BEGIN 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 INTERFERENCES THAT IN THE SOLE OPINION OF COUNTY 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 A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.

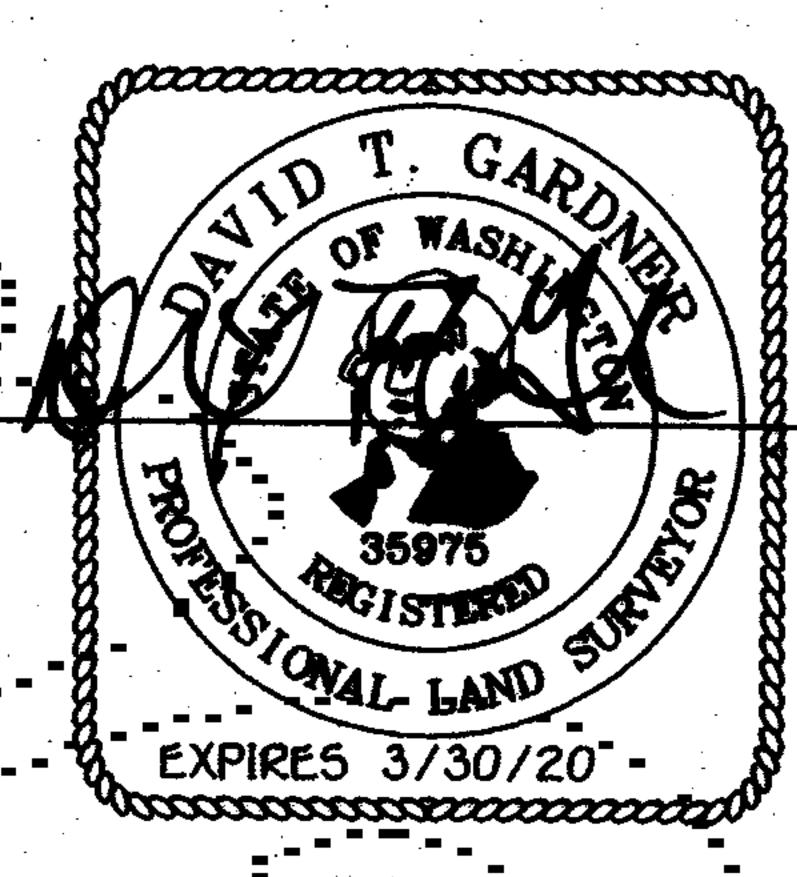
5. GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.

EASEMENTS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO SILVER LAKE WATER DISTRICT AND ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS, AND COMMON AREAS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, GABLES, PIPE, AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH 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 STORMWATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE FACILITIES, UNDER, UPON OR

THE 10 FOOT WIDE-PRIVATE DRAINAGE EASEMENT SHOWN ACROSS LOTS 14 THROUGH 17, ON PAGE 5 OF 5, IS TO THE BENEFIT OF TRACT
997. SAID BENEFITED LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE DRAINAGE FACILITIES SERVING THEIR
RESPECTIVE LOT.

3. ACCESS & UTILITY EASEMENT ACROSS LOT 9 TO BENEFIT LOT 10. SAID BENEFITED LOT IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF ____SAID EASEMENT. __



DATE: 5-7-07

A PORTION OF THE NEI/4, SWI/4 & THE NW_1/4- OF THE SW 1/4.
OF SECTION-33, TWP. 28 N.-R. 5 E., W.M.

SNOHOMISH COUNTY, WASHINGTON

4727-A EVERGREEN WAY, EVERETT, -WA- 98203 (425) 252-1884

PREPARED 03/27/07-206193FP.DWG

