

**DEDICATION**

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT SEATTLE RIDGE HOMES, A WASHINGTON CORPORATION, THE UNDERSIGNED OWNER, IN FE SIMPLE OF THE LAND HEREBY PLATED, 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 GRADING 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 WHICH 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 WATER 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 CITY OF MILL CREEK FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATER IN CULVERTS OR DRAINS OR REROUTING 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.

TRACTS 995 THROUGH 999 ARE HEREBY GRANTED AND CONVERTED TO THE SEATTLE RIDGE HOMEOWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY 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 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 CITY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL. SPECIFIED SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF SAID TRACTS. IN THE EVENT THAT THE HOA SHOULD BE 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 AN APURTIENANCE 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.

SEATTLE RIDGE HOMES,  
A WASHINGTON CORPORATION

BY: *[Signature]*  
ITS: *President*

**OWNERS 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 INDUCTIVE 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.

**OWNERS CERTIFICATION**

THE HEREIN PROPOSED PLAT IS SUBMITTED WITH THE UNDERSIGNED OWNER'S CONSENT AND THE UNDERSIGNED OWNER HAS NO OBJECTION THERETO.

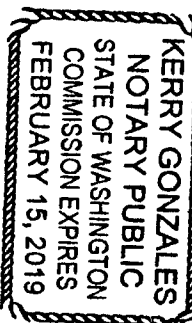
SEATTLE RIDGE HOMES,  
A WASHINGTON CORPORATION

BY: *[Signature]*  
ITS: *President*

**ACKNOWLEDGEMENTS**

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) SS  
I, CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT *Let Johnson* IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE/THEY SIGNED THIS INSTRUMENT ON OATH STATED THAT HE/SHE/THEY WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE *President* OF SEATTLE RIDGE HOMES, A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATE: 9-15-16  
SIGNATURE: *[Signature]*  
(PRINT NAME) Kerry Gonzales  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON  
RESIDING AT 1111 1st Avenue  
MY APPOINTMENT EXPIRES 2-15-2019



**LEGAL DESCRIPTION**

**PARCEL A:**

THAT PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER THAT BEARS NORTH 009°30' EAST 30 FEET FROM THE SOUTHWEST CORNER OF SAID SUBDIVISION;  
THENCE NORTH 009°30' EAST 647.33 FEET;  
THENCE SOUTH 83°34'42" EAST 421.81 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF A COUNTY ROAD AS CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 7808020323;  
THENCE SOUTH 22°40'18" WEST ALONG SAID RIGHT OF WAY LINE 652.78 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF COUNTY ROAD;  
THENCE NORTH 89°15'39" WEST ALONG SAID NORTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING;  
(ALSO KNOWN AS LOT 2 OF SHORT PLAT NO. SP 306(6-78) RECORDED UNDER AUDITOR'S FILE NUMBER 7808110274);

EXCEPT THAT PORTION THEREOF ACQUIRED BY SNOHOMISH COUNTY BY DEGREE OF APPROPRIATION FILED ON OCTOBER 18, 2000, UNDER SNOHOMISH COUNTY SUPERIOR COURT CASE NUMBER 99-2-04077-3;

AND EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF SNOHOMISH BY DEED RECORDED UNDER AUDITOR'S FILE NO. 201602190147;

**PARCEL B:**

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SUBDIVISION;  
THENCE NORTH 01°24'26" EAST ALONG THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;  
THENCE NORTH 88°20'26" WEST A DISTANCE OF 1.29 FEET TO THE WESTERLY FACE OF A 4 FOOT HIGHWAY FENCE;  
THENCE NORTH 00°28'31" EAST ALONG SAID WESTERLY FACE A DISTANCE OF 56.68 FEET;  
THENCE NORTH 01°19'34" EAST CONTINUING ALONG SAID WESTERLY FACE A DISTANCE OF 84.18 FEET;  
THENCE NORTH 01°12'40" EAST CONTINUING ALONG SAID WESTERLY FACE A DISTANCE OF 204.52 FEET;  
THENCE NORTH 00°58'38" EAST CONTINUING ALONG SAID WESTERLY FACE A DISTANCE OF 216.60 FEET;  
THENCE NORTH 80°38'06" EAST CONTINUING ALONG SAID WESTERLY FACE A DISTANCE OF 85.58 FEET;  
THENCE SOUTH 82°39'46" EAST A DISTANCE OF 2.09 FEET TO A POINT ON THE EAST LINE OF SAID SUBDIVISION 647.33 FEET NORTHERLY OF THE POINT OF BEGINNING;  
THENCE SOUTH 01°04'26" WEST ALONG SAID EAST LINE A DISTANCE OF 647.33 FEET TO THE POINT OF BEGINNING.

**RESTRICTIONS**

- 1) NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR A NEW SUBDIVISION OR SHORT SUBDIVISION.
- 2) 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 ROADSIDE FRONTAGE PER MILL CREEK MUNICIPAL CODE AND HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTENANCE OF TRACTS 996 - 999. THIS INCLUDES ALL SERVICE AND MAINTENANCE EXCEPT FOR STRUCTURAL SIDEWALK REPAIRS, WHICH SHALL BE THE RESPONSIBILITY OF THE CITY OF MILL CREEK.
- 3) THE PROPERTY OWNERS SHALL BE OBLIGATED TO OWN, MAINTAIN AND OPERATE THE STORMWATER SYSTEM OUTSIDE THE PUBLIC RIGHT-OF-WAY. THE CITY OF MILL CREEK SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM ANY INSPECTION, SERVICE AND MAINTENANCE ON THESE FACILITIES NECESSARY TO ENSURE THAT THE DRAINAGE AND DETENTION FACILITIES ARE OPERATING PROPERLY. THE HOMEOWNERS ASSOCIATION SHALL REIMBURSE THE CITY FOR ANY EXPENSE INCURRED BY SUCH SERVICE AND MAINTENANCE.
- 4) THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF RAINGARDERS IN TRACTS 998 AND 999. NO CHANGES ARE TO BE MADE TO SAID RAINGARDERS INCLUDING FILLING IN AND RE-LANDSCAPING WITHOUT PRIOR APPROVAL OF THE CITY.
- 5) THE SALE OR LEASE OF LESS THAN A WHOLE LOT IS EXPRESSLY PROHIBITED.
- 6) THE ACCESS TRACT 995 IS FOR THE BENEFIT OF LOTS 5 THROUGH 9 AND TRACT 996. THE PRESENT AND FUTURE OWNERS OF LOTS 5 THROUGH 9 SHALL MAINTAIN SAID TRACT AND ANY COSTS OF SUCH MAINTENANCE SHALL BE BORNE EQUALLY BY SAID LOT OWNERS.
- 7) SUBJECT TO ELECTRICAL EASEMENT, RECORDED UNDER AFN 8805310243.
- 8) SUBJECT TO WALKWAY SLOPE EASEMENT, RECORDED UNDER AFN 9311170064. (INSUFFICIENT DATA TO PLOT)
- 9) SUBJECT TO SILVER LAKE WATER DISTRICT RESOLUTION NO. 530, RECORDED UNDER AFN 200103020637.
- 10) SUBJECT TO SILVER LAKE WATER DISTRICT RESOLUTION NO. 556, RECORDED UNDER AFN 200305022899.
- 11) SUBJECT TO AN TEMPORARY CONSTRUCTION EASEMENT, RECORDED UNDER AFN 201602190146.
- 12) PROOF OF PAYMENT OF MITIGATION FEES TOTALING \$22,347.60 AS STATED IN THE VOLUNTARY MITIGATION AGREEMENT WITH THE EVERETT SCHOOL DISTRICT SHALL BE SUBMITTED TO THE CITY PRIOR TO ISSUANCE OF THE FIRST BUILDING PERMIT.
- 13) SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PLAT OF SEATTLE RIDGE, AS RECORDED UNDER AFN 2016010194.

**LAND SURVEYORS CERTIFICATION**

I HEREBY CERTIFY THAT THE PLAT OF SEATTLE RIDGE WAS PREPARED BY ME OR UNDER MY SUPERVISION; THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE LEGAL DESCRIPTION IS A FULL AND CORRECT DESCRIPTION OF THE LAND TO BE DIVIDED; AND MONUMENTATION AND LOT CORNER STAKES AS REQUIRED BY THE CITY ENGINEER HAVE BEEN OR WILL BE SET.

*[Signature]*  
JOANNE M. SWANSON, P.L.S.  
CERTIFICATE NUMBER 34671  
DATE: 9-1-16



**CITY OF MILL CREEK APPROVALS**

THE DEDICATIONS AND EASEMENTS MADE HEREON ARE ACCEPTED AND THE PLAT IS DULY APPROVED THIS 12th DAY OF September 2016.

*[Signature]*  
CITY CLERK

EXAMINED AND APPROVED THIS 14th DAY OF September 2016

*[Signature]*  
CITY OF MILL CREEK CITY ENGINEER

EXAMINED AND APPROVED THIS 16th DAY OF September 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 THE SPECIAL ASSESSMENTS OF THE PROPERTY HEREIN CONTAINED AS STREETS, ALLEYS OR FOR OTHER PUBLIC PURPOSES ARE PAID IN FULL THIS 16th DAY OF September 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 BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING SOLL TAXES.

*[Signature]*  
TREASURER, SNOHOMISH COUNTY

BY: *[Signature]*  
DEPUTY COUNTY TREASURER

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD AT THE REQUEST OF ORCA LAND SURVEYING, INC., THIS 7th DAY OF October 2016, AT 14 MINUTES PAST 10 A.M. AND RECORDED IN VOL. --- OF PLATS PAGE --- AUDITOR'S FILE NUMBER --- RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

CAROLYN WENEL  
AUDITOR, SNOHOMISH COUNTY

BY: *[Signature]*  
DEPUTY COUNTY AUDITOR

**SEATTLE RIDGE**

MILL CREEK FILE NO. PP 13-65  
IN THE SE 1/4 OF THE SW 1/4 OF SECTION 33, T28N, R5E, W.M.  
CITY OF MILL CREEK, SNOHOMISH COUNTY, WASHINGTON

ORCA Land Surveying  
3605 COLBY AVENUE, EVERETT, WA 98201  
425-259-3400 FAX: 425-259-1616

JOB NO. 2013-020  
DATE: 7/08/16  
DWG BY: AP  
SHEET 1 of 3

201610075001

**HOLD HARMLESS AGREEMENT**

OWNER AND ALL PERSONS HAVING ANY PRESENT OR SUBSEQUENT OWNERSHIP INTEREST IN THESE LANDS, AND ANY SUCCESSORS AND ASSIGNS OF OWNERS OR OTHER PARTIES HAVING ANY SAID INTEREST, HEREBY AGREE THAT THE CITY OF MILL CREEK SHALL BE HELD HARMLESS IN ALL RESPECTS FROM ANY AND ALL CLAIMS FOR DAMAGES FOR INADVERTENT RELEASING OF OCCUPATION, NOW OR IN THE FUTURE, TO ADJACENT LANDS OR IMPROVEMENTS BY REASON OF THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE DRAINAGE SYSTEM AND HEREBY WAIVE AND RELEASE THE CITY OF MILL CREEK FROM ANY AND ALL CLAIMS FOR DAMAGES, EXCLUDING DAMAGE SOLELY CAUSED BY AN ACT OR OMISSION OF SAID CITY AND INADVERTENT RELEASING WHICH THE OWNERS, OR THEIR SUCCESSORS OR ASSIGNS, MAY THEMSELVES HAVE NOW OR IN THE FUTURE BY REASON OF THE CONSTRUCTION, MAINTENANCE AND OPERATION OF SAID DRAINAGE SYSTEM.

**DRAINAGE FACILITY MAINTENANCE COVENANTS**

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 THE 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 THE STORM WATER CONVEYANCE SYSTEM PIPES, SINKS, AND CATCH BASINS; STORM WATER FLOW REGULATION SYSTEM DETENTION POUNDS, VALVES, PIPES, RETENTION POUNDS, 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 NOTICE 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 BEGAIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT 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 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 A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.36.190.
5. GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND THEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DECLARATION AND/OR DECLARATION FOR 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.

CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	46.81	165.00	16151.33	23.56
C2	62.69	165.00	2146.15	
C3	23.92	165.00	970.07	
C4	106.66	165.00	3702.15	55.27
C5	81.01	165.00	2807.51	41.34
C6	39.27	50.00	4570.00	20.71
C7	88.61	165.00	3046.16	
C8	38.08	25.00	8716.58	
C9	43.36	192.00	1332.11	
C10	74.11	138.00	3046.16	
C11	124.11	192.00	3702.15	
C12	74.55	138.00	3057.05	
C13	33.32	25.00	7717.27	
C14	60.49	189.00	1820.09	
C15	220.04	50.00	32208.30	
C16	31.48	25.00	7208.30	
C17	27.91	141.00	11202.22	
C18	40.32	25.00	9223.48	
C19	24.72	192.00	7223.34	
C20	26.57	138.00	1101.49	
C21	41.55	25.00	9513.24	
C22	17.16	189.00	512.03	
C23	43.33	189.00	1308.06	
C24	24.88	130.00	1058.02	
C25	40.70	130.00	1756.15	
C26	21.14	130.00	978.59	
C27	0.80	100.00	0.272.27	
C28	76.06	50.00	8709.03	
C29	62.76	50.00	7155.03	
C30	23.26	50.00	2619.05	
C31	22.51	192.00	643.04	
C32	2.21	192.00	0.39.30	
C33	3.46	138.00	176.18	
C34	23.11	138.00	935.31	
C35	90.39	660.00	750.49	
C36	18.99	192.00	539.49	
C37	26.58	192.00	752.23	
C38	18.99	192.00	539.49	
C39	6.74	138.00	247.53	
C40	67.37	138.00	2758.23	
C41	65.76	100.00	3740.53	
C42	183.30	660.00	1554.44	
C43	197.18	710.00	1634.44	
C44	NOT USED			
C45	208.28	750.00	1554.44	
C46	247.68	375.00	3750.36	
C47	66.56	100.00	3808.20	
C48	86.72	130.00	3913.65	
C49	57.69	50.00	6623.19	

LINE	LENGTH	BEARING
L1	54.71	N86°24'39"W
L2	10.00	N88°35'51"W
L3	17.68	N29°06'23"E
L4	16.06	N44°01'28"W
L5	10.66	N72°35'03"W
L6	10.28	N74°03'56"E
L7	20.66	N00°58'32"E
L8	24.45	N61°51'23"E
L9	NOT USED	
L10	6.46	N00°58'32"E
L11	7.05	N00°58'32"E
L12	15.00	N00°58'32"E
L13	30.00	N52°28'48"E
L14	12.75	N00°26'29"E
L15	NOT USED	
L16	2.44	N01°12'34"E
L17	2.08	N01°12'34"E

**EASEMENT PROVISIONS**

**UTILITY EASEMENT**

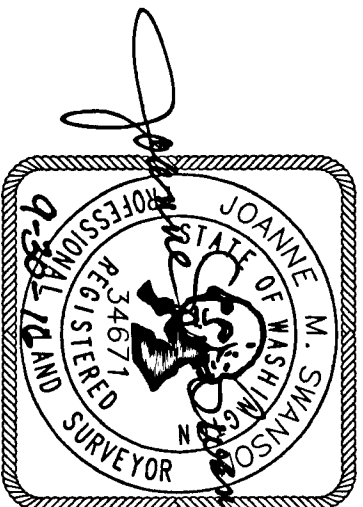
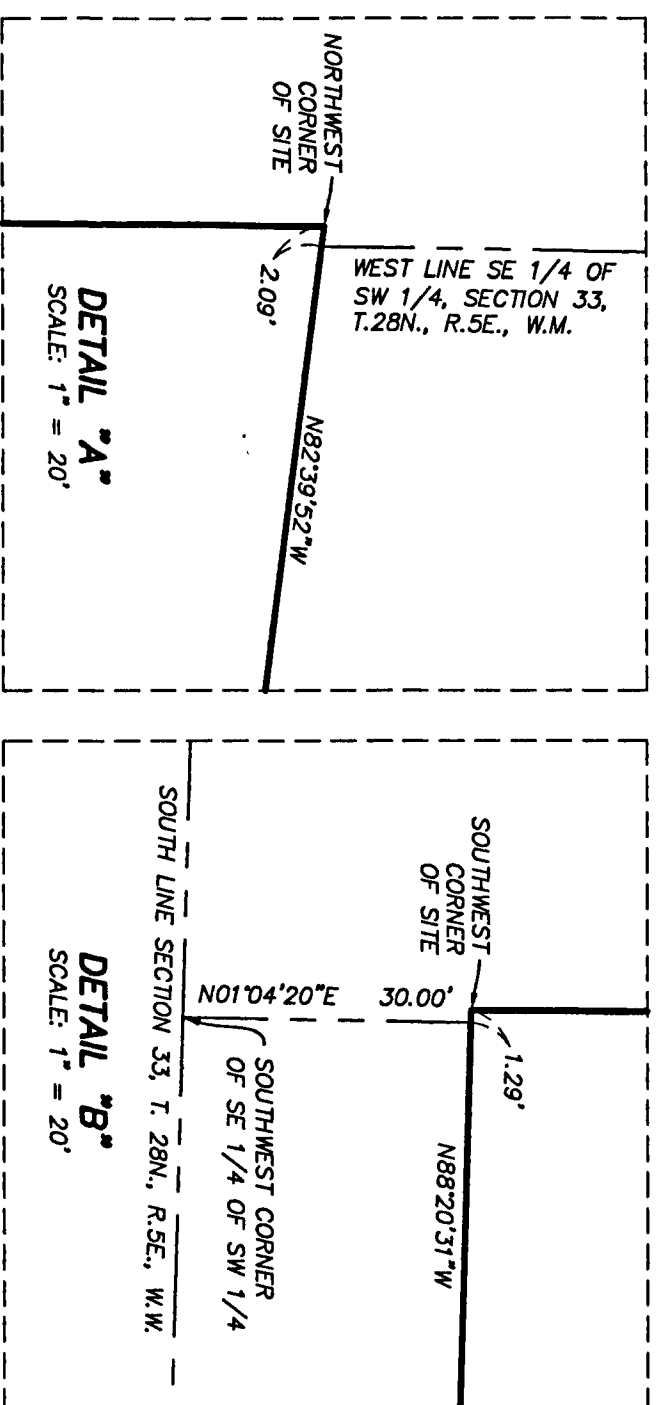
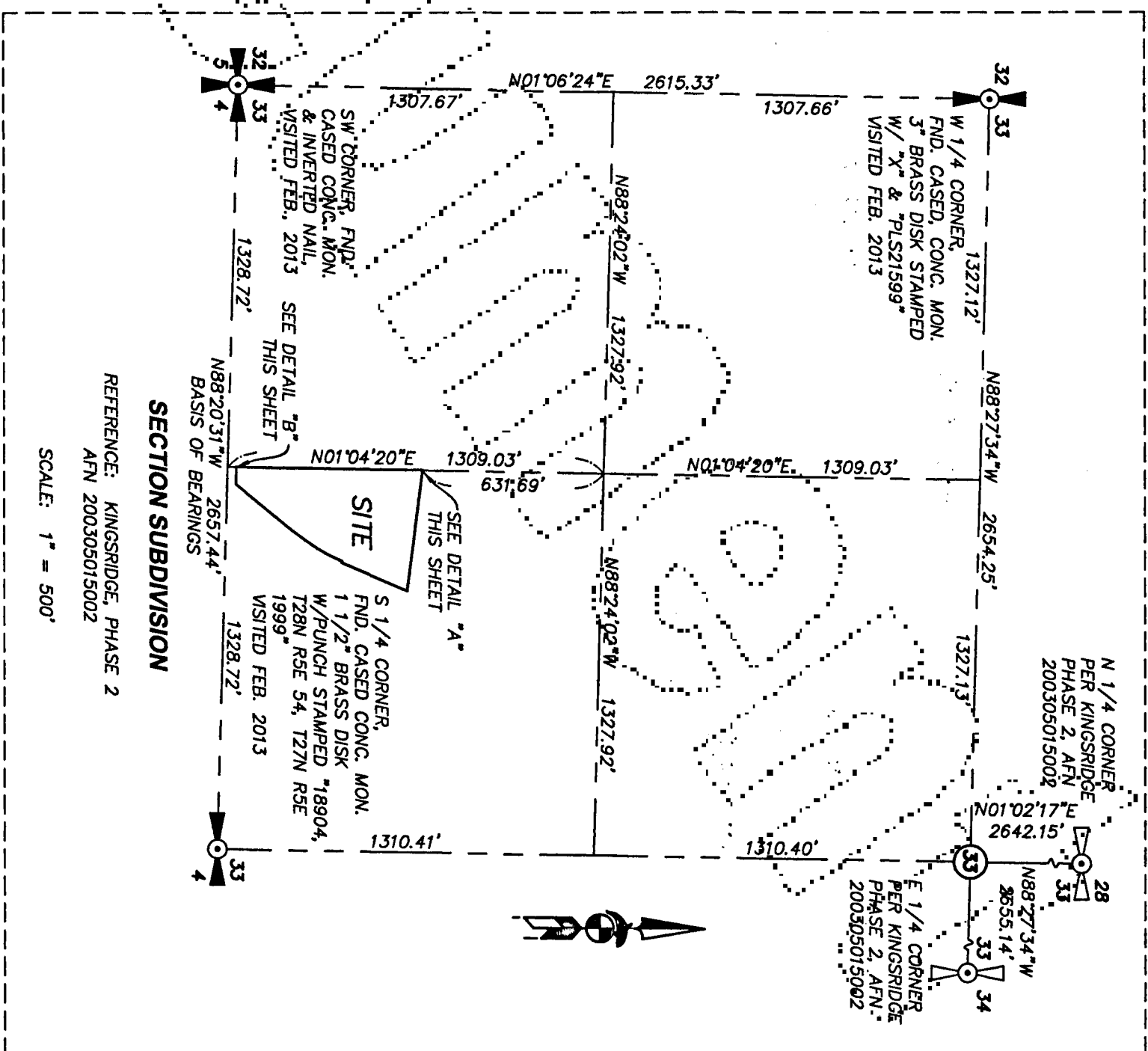
ANY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE AND TRACT 995 OF ALL LOTS, TRACTS AND COMMON AREAS IN WHICH NO INSTALL, LAY, CONSTRUCT, 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, TELEPHONE, GAS, TELEVISION CABLE, WATER 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.

**PRIVATE DRAINAGE EASEMENT**

EASEMENTS FOR THE PURPOSE OF CONVEYING LOCAL STORM WATER RUNOFF ARE HEREBY GRANTED IN THE AREAS DESIGNATED AS PRIVATE DRAINAGE EASEMENTS. THE MAINTENANCE OF THE PRIVATE DRAINAGE EASEMENTS ESTABLISHED AND GRANTED HEREIN SHALL BE THE RESPONSIBILITY OF THE COST THEREOF SHALL BE BORNE EQUALLY BY THE PRESENT AND FUTURE OWNERS OF THE UNITS SERVED BY SAID EASEMENTS. THEIR HEIRS, PERSONAL REPRESENTATIVES, AND ASSIGNS, EXCEPT THAT THE OWNERS OF ANY LOWER UNIT SHALL NOT BE RESPONSIBLE FOR THE EASEMENT ABOVE THEIR CONNECTION, WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.

**SURVEYOR'S NOTE**

FIELD WORK, NOTES, RESEARCH AND BOUNDARY COMPUTATIONS FOR THIS PROJECT, PREPARED BY GERALD W. REED, PLS 30426, HAVE BEEN REVIEWED BY ME AND I NOW ACCEPT RESPONSIBILITY FOR LOT CORNERS, BOUNDARY CORNERS AND CENTERLINE MONUMENT POSITIONS, SET FOR THIS PROJECT, STAMPED WITH HIS LICENSE NUMBER:  
JOANNE M. SWANSON, PLS.



**SEATTLE RIDGE**  
MILL CREEK FILE NO. PP 13-65  
IN THE SE 1/4 OF THE SW 1/4 OF SECTION 33, T.28N., R.5E., W.M.  
CITY OF MILL CREEK, SNOHOMISH COUNTY, WASHINGTON

**ORCA Land Surveying**  
3605 COLBY AVENUE EVERETT, WA 98201  
425-259-3400 FAX: 425-258-1616

JOB NO. 2013-020  
DATE: 7/08/16  
DWG BY: AP  
SHEET 2 of 3

A.F. NO. 201610075001

EX. CASSED, CONC. MON., 1 1/2" BRASS DISK W/PUNCH STAMPED "17088" 0.3' W. OF SEATTLE HILL ROAD CENTERLINE VISITED FEB., 2013

145TH STREET S.E.

N23°35'21"E 53.83'

N82°39'52"W 41.67'

133.23'

124.70'

SEATTLE HILL ROAD

LOT 1, SP 121(379)

LOT 2, SP 121(379)

148TH STREET S.E.

N88°20'31"W 2657.44'

1249.83'

1328.72'

SW CORNER, FND. CASSED CONC. MON., 1 1/2" BRASS DISK & INVERTED NAIL, VISITED FEB., 2013

**BUILDING SETBACK NOTES**

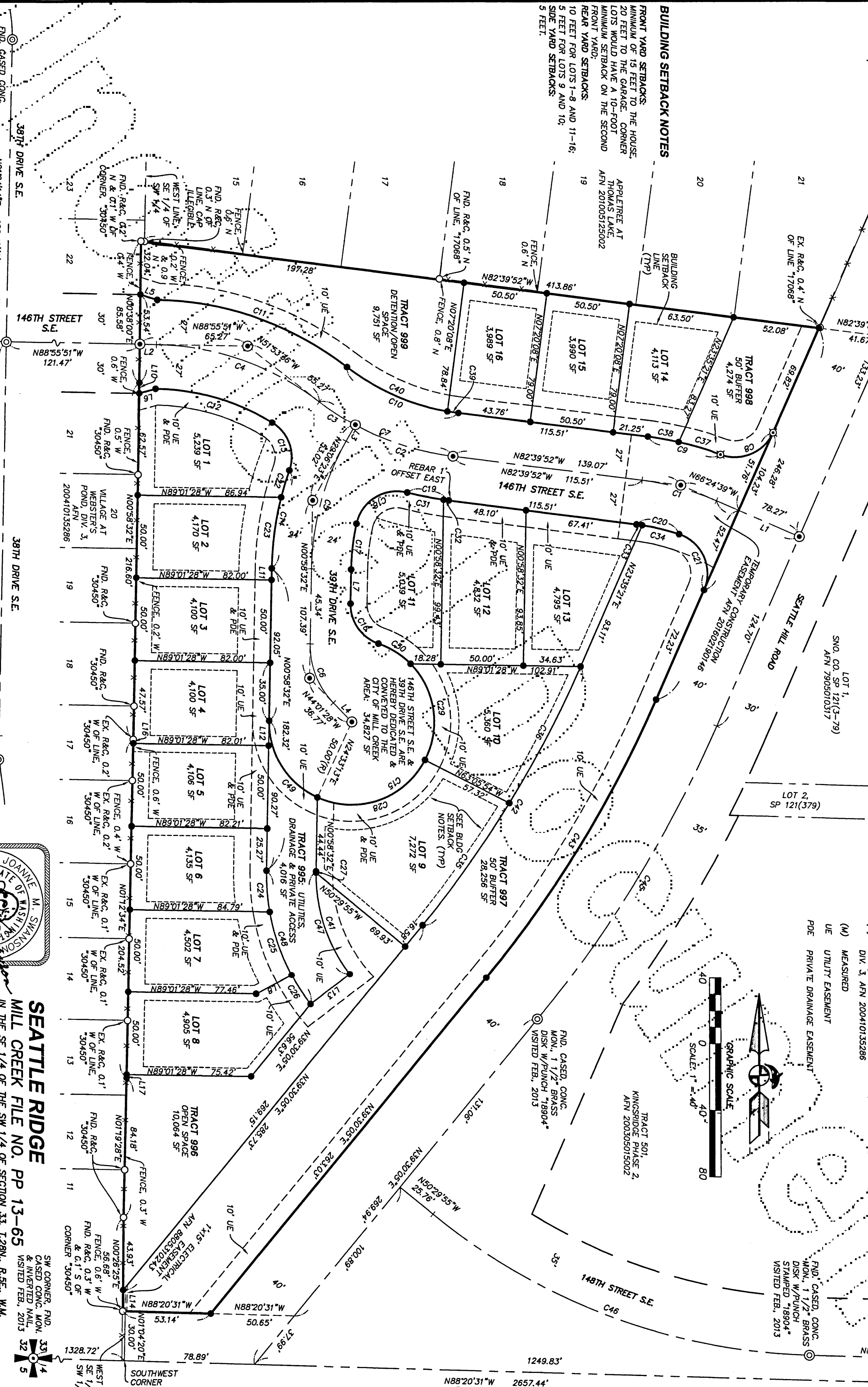
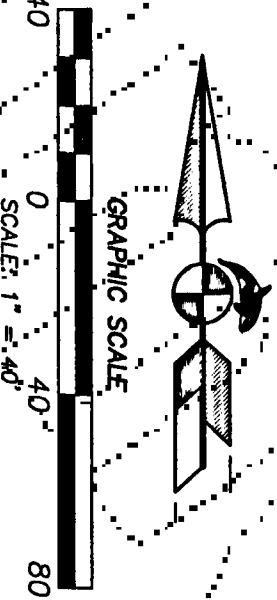
FRONT YARD SETBACKS: MINIMUM OF 15 FEET TO THE HOUSE, 20 FEET TO THE GARAGE. CORNER LOTS WOULD HAVE A 10-FOOT MINIMUM SETBACK ON THE SECOND FRONT YARD. REAR YARD SETBACKS: 10 FEET FOR LOTS 1-8 AND 11-16; 5 FEET FOR LOTS 9 AND 10; 5 FEET FOR LOTS 17-21.

**EQUIPMENT & PROCEDURES**

INSTRUMENTATION: LEICA TCR11205 TOTAL STATION  
LEICA ATX 1200 GPS  
METHOD OF SURVEY: FIELD TRAVERSE OF EXISTING MONUMENTATION  
PRECISION: MEETS OR EXCEEDS W.A.C. 332-130-090 REQUIREMENTS  
BASIS OF BEARING: THE MONUMENTED SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. HAVING A BEARING OF NORTH 88° 20' 31" WEST, PER THE PLAT OF KINGSRIDGE PHASE 2, AFN 200305015002

**LEGEND**

- ⊙ EXISTING CASSED CONCRETE MONUMENT AS NOTED
- ⊙ SET CASSED CONCRETE MONUMENT
- EXISTING 1/2" REBAR W/CAP AS NOTED
- SET 1/2" REBAR W/CAP "ORCA 30426" OR "ORCA 34671"
- ⊙ SET NAIL & WASHER WITH "ORCA 30426"
- ⊙ R&C REBAR AND CAP
- (P) PLAT, VILLAGE AT WEBSTER'S POND, DIV. 3, AFN 200410135286
- (M) MEASURED
- UE UTILITY EASEMENT
- PDE PRIVATE DRAINAGE EASEMENT



A.F. NO. 201610075001



**SEATTLE RIDGE**  
MILL CREEK FILE NO. PP 13-65  
IN THE SE 1/4 OF THE SW 1/4 OF SECTION 33, T.28N, R.5E, W.M.  
IN THE CITY OF MILL CREEK, SNOHOMISH COUNTY, WASHINGTON

**ORCA Land Surveying**  
3605 COLBY AVENUE, EVERETT, WA 98201  
425-259-3400 FAX: 425-259-1616

JOB NO. 2013-020  
DATE: 9/07/16  
DWG BY: AP  
SHEET 3 OF 3