WOODLAND TRAILS

A PORTION OF GOVERNMENT LOT 4 (THE NW 1/4 OF THE NW 1/4), SECTION 4, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., CITY OF MILL CREEK, SNOHOMISH COUNTY, WASHINGTON

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 DRAIN SAID ROADS AND WAYS OVER AND ACROSS ANY TRACT, 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 ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS, OR REPOUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNERS OF ANY LOT, SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACTS 999 AND 997 (OPEN SPACE/DRAINAGE), TRACTS 998 AND 994 (NATIVE -GROWTH PROTECTION AREA), TRACT 996 (LANDSCAPE BUFFER) AND TRACT 993 (OPEN SPACE) ARE HEREBY GRANTED AND CONVEYED TOGETHER WITH-ALL MAINTENANCE RESPONSIBILITIES TO THE WOODLAND TRAILS HOMEOWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT, SUBJECT TO AN EMERGENCY ACCESS EASEMENT GRANTED 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 PEAT 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 ON THE PLAT.

THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS 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 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

TRACT 995 (ACCESS AND UTILITY) IS HEREBY GRANTED AND CONVEYED TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES TO THE OWNERS OF LOTS 14, 15, 16, 17 AND 18 WITH AN EQUAL AND UNDIVIDED INTEREST UPON THE RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE CITY OF MILL CREEK.

THE DEDICATIONS SET FORTH ABOVE SHALL BE COVENANTS RUNNING WITH THE LAND HEREBY PLATTED AND SHALL BE BINDING ON ALL SUBSEQUENT OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS _____ DAY OF _. 20__

HARBOUR HOMES, LLC A WASHINGTON LIMITED LIABILITY COMPANY

BANNER BANK A WASHINGTON STATE CHARTERED COMMERCIAL BANK

HEREBY CERTIFY THAT THE FINAL PLAT OF WOODLAND TRAILS IS SUBMITTED TO THE CITY OF MILL CREEK WITH MY CONSENT AND THAT I HAVE NO OBJECTIONS

WITH THE CENTERLINE OF THE COUNTY ROAD AND THE TRUE POINT OF BEGINNING; THENCE NORTH 54'37' EAST, ALONG THE CENTERLINE OF SAID ROAD, 216.85 FEET; THENCE NORTH 00°23' WEST, PARALLEL WITH THE WEST LINE OF SAID SECTION 4,

POINT OF BEGINNING:

LEGAL DESCRIPTION

ALSO EXCEPT SAID COUNTY ROAD; ALSO EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF SNOHOMISH BY DEED -RECORDED UNDER RECORDING NO. 200902200512;

THENCE SOUTH 00°23' EAST, ALONG SAID SECTION LINE, 306.85 FEET TO THE TRUE

THE SOUTH HALF OF THE NORTHWEST QUARTER OF GOVERNMENT LOT 4 AND THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF GOVERNMENT LOT

EXCEPT THAT PORTION THEREOF CONVEYED TO SCHOOL DISTRICT NO. 28 BY DEED RECORDED FEBRUARY 24, 1928 UNDER RECORDING NO. 421063 AND RECORDED IN

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 4; THENCE SOUTH 00°23' EAST, ALONG THE WEST LINE OF SAID SECTION, 1,061.49 FEET TO AN INTERSECTION

182.79 FEET; THENCE SOUTH 89'37' WEST, 178.0 FEET TO THE SECTION LINE;

4, LYING NORTH OF THE COUNTY ROAD IN SECTION 4, TOWNSHIP 27 NORTH,

RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON;

VOLUME 240 OF DEEDS AT PAGE 344, DESCRIBED AS FOLLOWS:

AND EXCEPT THAT PORTION CONVEYED TO THE COUNTY OF SNOHOMISH BY DEED RECORDED UNDER RECORDING NO. 201603280493.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

OWNER ATTORNEY IN FACT

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

THE OWNERS AND ALL PERSONS HAVING ANY PRESENT OR SUBSEQUENT OWNERSHIP INTEREST IN THESE LANDS, AND THE SUCCESSORS AND 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 INJUNCTIVE 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 EX JUDICIALLY DETERMINED TO RESULT FROM NEGLIGENT ACT OR OMISSION OF THE

AUDITORS CERTIFICATE

Filed for record this !

OWNER'S CERTIFICATE

SECRETARY/TREASURER OF HARBOUR HOMES, LLC

ACKNOWLEDGMENTS

STATE OF COUNTY OF

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT GEORGE NEFFNER, IV 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 SECRETARY/TREASURER, OF HARBOUR HOMES LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: December 12,2016

(SIGNATURE): D

(PRINT NAME): Chris Burrus NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _ Seattle

MY APPOINTMENT EXPIRES 4-28-19

STATE OF

COUNTY OF

CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT BRUCE CAMPBELL 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 PRESIDENT OF BANNER BANK, A WASHINGTON STATE CHARTERED COMMERCIAL BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: December 12 2016

(SIGNATURE): _____

(PRINT NAME): Chris Burrus NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _ Seattle MY APPOINTMENT EXPIRES 4-29-19 RIS BURA

CITY OF MILL CREEK APPROVALS

THE DEDICATIONS AND EASEMENTS MADE HEREON ARE ACCEPTED AND THAT THE

PLAT IS DULY APPROVED THIS

ATTES , DITY CLERK

EXAMINED AND APPROVED THIS THE DAY OF December 2016.

IRECTOR OF COMMUNITY AND ECONOMIC DEVELOPMENT

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND THAT ALL SPECIAL ASSESSMENTS ON THE PROPERTY HEREIN CONTAINED DEDICATED AS STREETS, ALLEYS OR FOR PUBLIC PURPOSES USE ARE PAID IN FULL THIS 7th DAY OF December 2016.

TREASURER, CITY OF MILL CREEK

COUNTY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING 2017 TAXES.

TREASURER, SNOHOMISH COUNTY

SNOHOMISH COUNTY PARCEL NO. 27050400201600 AND 27050400201602 IN ACCORDANCE WITH RCW. 58-08-040, ANY PERSON RECORDING A PLAT AFTER

MAY 31st MUST PAY ADVANCE TAXES FOR THE NEXT YEAR.
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF WOODLAND TRAILS IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 4, TOWNSHIP 27 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 COMPRIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

STEPHEN J. SCHREI, PROFESSIONAL LAND SURVEYOR. CERTIFICATE NO. 37555 D.R. STRONG CONSULTING ENGINEERS 629 7TH AVENUE

KIRKLAND, WASHINGTON 98033 PHONE: (425) 827-3063





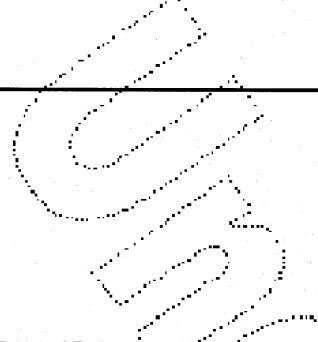
D.R. STRONG CONSULTING ENGINEERS

ENGINEERS PLANNERS SURVEYORS 620 7TH AVENUE KIRKLAND, WA 98633 O 425.827.3063 F 425.827.2423

www.drstrong.com

PROJECT NO. 14087

SNOHOMISH COUNTY AUDITOR'S FILE NO. 2017011560



WOODLAND TRAILS

A PORTION OF GOVERNMENT LOT 4 (THE NW 1/4 OF THE NW 1/4), SECTION 4, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., CITY OF MILL CREEK, SNOHOMISH COUNTY, WASHINGTON

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 STORM WATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE 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; INSUTRATION 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 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 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 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.

UTILITY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MILL CREEK, AND OR THEIR ASSIGNS, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, SILVER LAKE WATER AND SEWER DISTRICT, ITS HEIRS AND ASSIGNS AND ALL OTHER UTILITIES SERVING, UNDER AND UPON TRACT 995, THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING TRACT 995 OF LOTS 14 THROUGH 19, THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF LOTS 1 THROUGH 9, THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF LOTS 10 THROUGH 12 AND THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF LOTS 19 THROUGH 28, AS SHOWN HEREON 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, 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 STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

BUILDING SETBACK NOTE

BUILDING SETBACKS ARE AS FOLLOWS:

FRONT YARD SETBACKS:
20 FEET FOR THE GARAGE SIDE OF THE LOT
10 FEET ON THE NON-GARAGE SIDE OF CORNER LOTS.

REAR YARD SETBACKS: 10 FEET FOR LOTS 1 AND 2; 15 FEET FOR LOTS 3-28

SIDE YARD SETBACKS: TOTAL OF 10 FEET; NO SIDE LESS THAN 5 FEET.

PRIVATE EASEMENT PROVISIONS

THE OWNER(S) OF THE LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF THE LOTS BENEFITED AND/OR ANY OTHER PRIVATE ENTITY AS STATED IN THE EASEMENT NOTES HEREIN AND THEIR SUCCESSORS AND ASSIGNS A PERPETUAL EASEMENT FOR THE STATED UTILITIES AND/OR USE SHOWN. THESE EASEMENTS AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS, AND ASSIGNS OF THE OWNERS(S) OF THE LAND HEREBY BURDENED. THE OWNER(S) OF THE LOT BENEFITED AND THEIR ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW AT SUCH TIME AS MAY BE NECESSARY TO ENTER UPON SAID EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, REPAIRING, ALTERING OR RECONSTRUCTING SAID UTILITY AND/OR USER FACILITIES OR" MAKING ANY CONNECTION THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR-LIABILITY THEREFORE: PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE .IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE ONE BENEFITED. THE OWNER(S) OF THE BURDENED LOT SHALL RETAIN THE RIGHT TO USE THE "SURFACE OF SAID EASEMENT IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES AND OR USER FACILITIES. HOWEVER, THE OWNER(S) OF THE BURDENED LOT SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES WITHIN THE EASEMENT. ROCKERIES AND FENCES SHALL BE PERMITTED. ALSO THE GRANTOR SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING DEEP ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES AND/OR USER FACILITIES.

EASEMENT NOTES

1. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 2 THROUGH 6 IS FOR THE BENEFIT OF LOTS 1 THROUGH 5 FOR PRIVATE STORM DRAINAGE FACILITIES: THE OWNERS OF SAID LOTS 1 THROUGH 6 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 TO FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 8 AND 9 IS FOR THE BENEFIT OF LOTS 7. AND 8 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 7, 8 AND 9 ARE HERBY 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 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 11 IS FOR THE BENEFIT OF LOTS 10, AND 12 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 10, 11 AND 12 ARE HERBY 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 PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 19 AND TRACT 995 IS FOR THE BENEFIT OF LOTS 18 AND 19 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 18 AND 19 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 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 21 IS FOR THE BENEFIT OF LOT 20 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 20 AND 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.

6. THE 10 FOOT PRIVATE STORM DRAMAGE EASEMENT SHOWN ON LOTS 22 AND 23 IS FOR THE BENEFIT OF LOTS 23 AND 24 FOR PRIVATE STORM DRAINAGE, FACILITIES. THE OWNERS OF SAID LOTS 22, 23 AND 24 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.

7. THE 10 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOTS 26 AND 27 IS FOR THE BENEFIT OF LOTS 25, 27 AND 28 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 25, 26, 27 AND 28 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.

8. THE 5 FOOT PRIVATE STORM DRAINAGE EASEMENT SHOWN ON LOT 15 IS FOR THE BENEFIT OF LOT 16 FOR PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOT 16 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES WITHIN SAID EASEMENT.

9. THE 15 FOOT PUBLIC SANITARY SEWER EASEMENT SHOWN ON LOTS 13, 14, 15 AND 16 AND TRACTS 994 AND 995 IS HEREBY RESERVED FOR AND GRANTED TO THE SILVER LAKE WATER AND SEWER DISTRICT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE SANITARY SEWER SYSTEM, TOGETHER WITH RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. THIS EASEMENT SHALL BE FREE FROM ALL PERMANENT STRUCTURES OR OTHER STRUCTURES, SUCH AS COVERED PARKING, DECKS, OVERHANGS, SHEDS, ECT., WHICH MAY INTERFERE WITH SILVER LAKE WATER AND SEWER DISTRICTMAINTENANCE AND REPAIR RESPONSIBILITIES.

10. THE 15 FOOT PUBLIC SANITARY SEWER EASEMENT SHOWN ON TRACT 997 IS HEREBY RESERVED FOR AND GRANTED TO THE SILVER LAKE WATER AND SEWER DISTRICT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE SANITARY SEWER SYSTEM, TOGETHER WITH RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. THIS EASEMENT SHALL BE FREE FROM ALL PERMANENT STRUCTURES OR OTHER STRUCTURES, SUCH AS COVERED PARKING, DECKS, OVERHANGS, SHEDS, ECT., WHICH MAY INTERFERE WITH SILVER LAKE WATER AND SEWER DISTRICT MAINTENANCE AND REPAIR RESPONSIBILITIES.

11. THE 15 FOOT PUBLIC WATER EASEMENT SHOWN ON LOTS 15, 16, 17, 18 AND 19 AND TRACT 995 IS HEREBY RESERVED FOR AND GRANTED TO THE SILVER LAKE WATER AND SEWER DISTRICT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE WATER FACILITIES, TOGETHER WITH RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. THIS EASEMENT SHALL BE FREE FROM ALL PERMANENT STRUCTURES OR OTHER STRUCTURES, SUCH AS COVERED PARKING, DECKS, OVERHANGS, SHEDS, ECT., WHICH MAY INTERFERE WITH SILVER LAKE WATER AND SEWER DISTRICT MAINTENANCE AND REPAIR RESPONSIBILITIES.

12. THE 15 FOOT PUBLIC WATER EASEMENT SHOWN ON TRACT 996 IS HEREBY RESERVED FOR AND GRANTED TO THE SILVER LAKE WATER AND SEWER DISTRICT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE WATER FACILITIES, TOGETHER WITH RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. THIS EASEMENT SHALL BE FREE FROM ALL PERMANENT STRUCTURES OR OTHER STRUCTURES, SUCH AS COVERED PARKING, DECKS, OVERHANGS, SHEDS, ECT., WHICH MAY INTERFERE WITH SILVER LAKE WATER AND SEWER DISTRICT MAINTENANCE AND REPAIR RESPONSIBILITIES.

NATIVE GROWTH PROTECTION EASEMENT

IN CONSIDERATION OF SNOHOMISH COUNTY CODE REQUIREMENTS, A NON EXCLUSIVE NATIVE GROWTH PROTECTION AREA/EASEMENT (NGPA/E) IS HEREBY GRANTED TO THE CITY OF MILL CREEK, ITS SUCCESSORS OR ASSIGNS. SAID EASEMENT SAID EASEMENT AREA IS DEPICTED ON THE SUBDIVISION. THE NATIVE GROWTH PROTECTION AREA/EASEMENT 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 WITHIN SAID EASEMENT AREA; EXCEPT THE ACTIVITIES SET FORTH IN THE CITY OF MILL CREEK CODE ARE ALLOWED, WHEN APPROVED BY THE CITY. SOME ACTIVITIES WHICH MAY BE PERMITTED ARE: (1) UNDERGROUND UTILITY CROSSINGS AND DRAINAGE DISCHARGE SWALES WHICH UTILIZE THE SHORTEST ALIGNMENT POSSIBLE AND FOR WHICH NO ALIGNMENT THAT WOULD AVOID SUCH A CROSSING IS FEASIBLE; (2) FENCES, WHEN THE CRITICAL AREA AND ITS BUFFER ARE NOT DETRIMENTALLY AFFECTED; (3) REMOVAL OF HAZARDOUS TREES BY THE PROPERTY OWNER; AND (4) OTHER USES AND DEVELOPMENT ACTIVITY ALLOWED BY SAID CODE. THE RIGHT TO USE AND POSSESS THE THE EASEMENT AREA IS RETAINED, PROVIDED THAT THE USE DOES NOT INTERFERE WITH, OBSTRUCT OR ENDANGER PURPOSES OF SAID EASEMENT.

THE CITY, ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM THIS EASEMENT AND ACROSS ADJACENT PROPERTY IN THIS SUBDIVISION FOR THE PURPOSES OF MONITORING AND ENFORCING PROPER OPERATION AND MAINTENANCE OF THE NATIVE GROWTH PROTECTION AREA.

THE WOODLAND TRAILS HOMEOWNERS ASSOCIATION, IN THE EVENT OF ITS FAILURE, THE LOT OWNER(S) SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING, REPAIRING AND RESTORING THE CONDITION OF THE NGPA/E IF ANY UNAUTHORIZED DISTURBANCE OCCURS.

BY ACCEPTANCE OF THE EASEMENT FOR THE PURPOSES DESCRIBED, THE CITY OF MILL CREEK DOES NOT ACCEPT OR ASSUME ANY LIABILITY FOR ACTS OF OMISSION OF THE LOT OWNERS, HIS OR HERS INVITEES, LICENSEES OR OTHER THIRD PARTIES WITHIN THE EASEMENT AREA. THE LOT OWNER HOLDS THE CITY OF MILL CREEK HARMLESS FOR ANY CLAIM OF DAMAGE OR INJURY TO ANY PROPERTY OR PERSONS BY ANY PERSON ENTERING THE EASEMENT AREA NOT EXPRESSLY AUTHORIZES TO DO SO BY THE CITY OF MILL CREEK. THIS EASEMENT CREATED, GRANTED AND ACCEPTED FOR THE BENEFIT OF THE SUBDIVISION AND GENERAL PUBLIC, BUT SHALL NOT BE CONSTRUED TO PROVIDE OPEN OR COMMON SPACE FOR OWNERS WITHIN THE SUBDIVISION OR MEMBERS OF THE PUBLIC.

NOTES AND 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 SHALL BE DIVIDED OR SOLD OR RESOLD OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL CONTAINED LESS THAN THE AREA REQUIRED FOR THE DISTRICT IN WHICH IT LOCATED.

3. NO FENCE OR OBSTRUCTION SHALL BE CONSTRUCTED BETWEEN THE EDGE OF THE RIGHT OF WAY AND THE WATER METER WHICH RESTRICTS ACCESS TO THE WATER METER AND SEWER DISTRICT

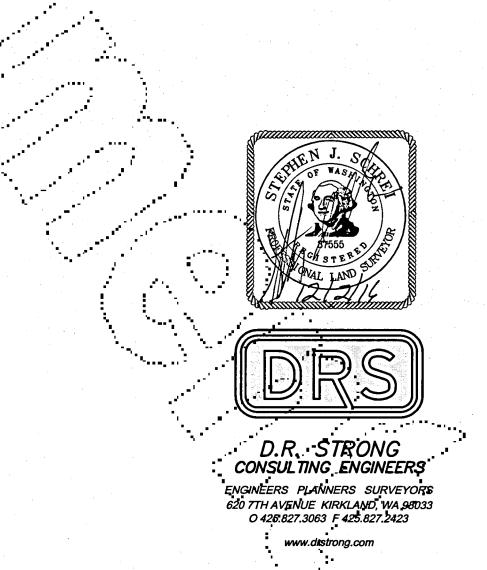
4. THE ARTICLES OF INCORPORATION FOR THE WOODLAND TRAILS HOMEOWNERS ASSOCIATION WERE FILED WITH THE WASHINGTON SECRETARY OF STATE ON SEPTEMBER 15, 2016. LOTS 1 THROUGH 28, INCLUSIVE, OF THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WOODLAND TRAILS HOMEOWNERS, RECORDED UNDER RECORDING NUMBER

5. THE WOODLAND TRAILS HOMEOWNERS ACCOCIATION IS RESPONSIBLE TO OWN, OPERATE AND MAINTAIN THE STORM DRAINAGE AND DETENTION FACILITIES WITHIN ALL TRACTS.

6. ALL TREES IN TRACTS 994, 996 AND 998 AND TO THE EXTENT FEASIBLE IN TRACTS 997 AND 999 SHALL BE PRESERVED.

7. THE OWNERS OF ANY LOT WITHIN THIS PLAT SHALL BE RESPONSIBLE TO PROVIDE ROADSIDE MAINTENANCE TO THE BACK OF THE CURB, INCLUDING STREET TREES, ALONG THE ROADWAY FRONTAGE PER MILL CREEK MUNICIPAL CODE AND THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR MAINTENANCE OF TRACTS 993, 994, 996, 997, 998 AND 999. THIS INCLUDES ALL SERVICE AND MAINTENANCE EXCEPT FOR STRUCTURAL SIDEWALK REPAIRS, WHICH SHALL BE THE RESPONSIBILITY OF THE CITY OF MILL CREEK.

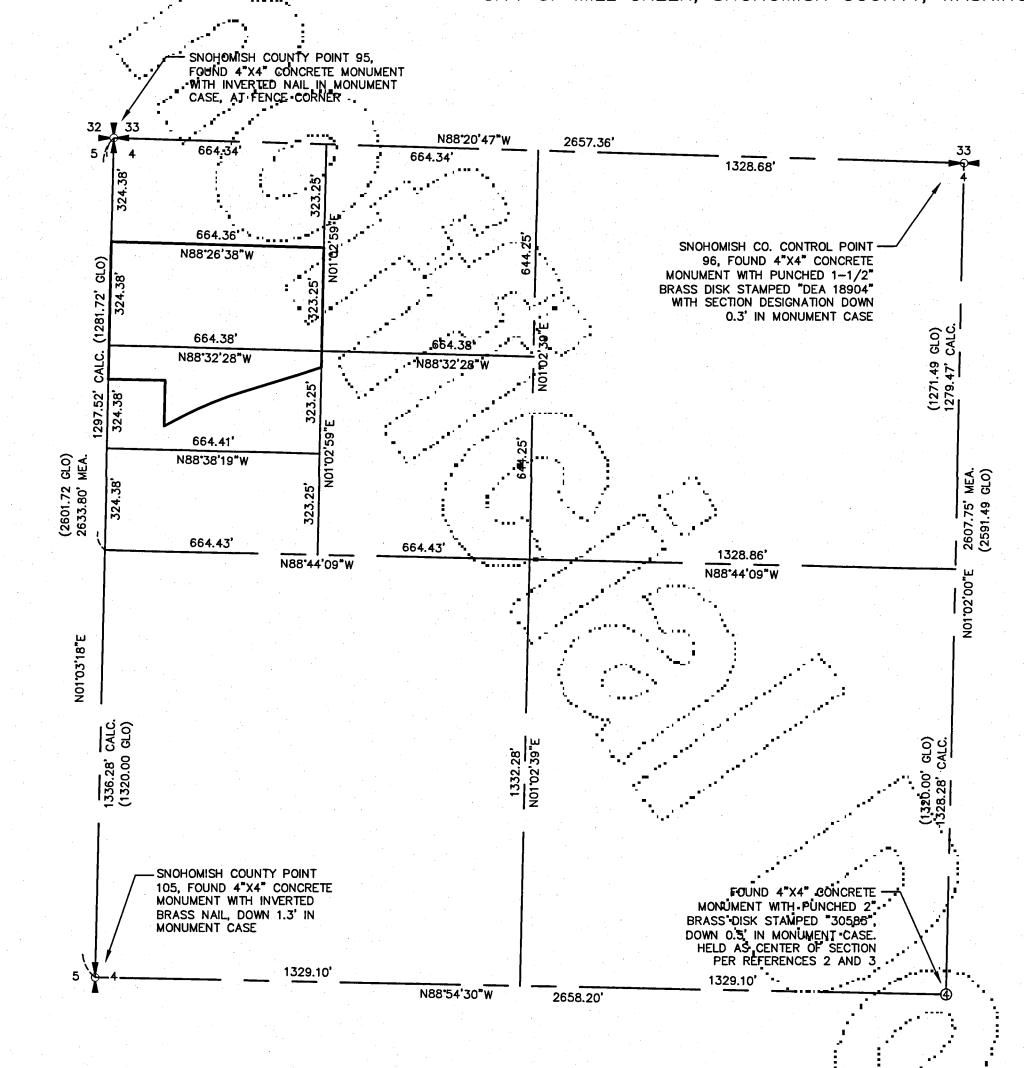
8. THE PROPERTY OWNERS SHALL BE OBLIGATED TO OWN, MAINTAIN AND OPERATE THE STORMWATER SYSTEM OUTSIDE THE PUBLIC RIGHT—OF—WAY. THE CITY OF MILL CREEK SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO PERFORM ANY INSPECTION, SERVICE AND MAINTENANCE ON THESE FACILITIES NECESSARY TO ENSURE THAT THE DRAINAGE AND DETENTION FACILITIES ARE OPERATING PROPERLY. THE HOMEOWNERS ASSOCIATION SHALL REIMBURSE THE CITY FOR ANY EXPENSE INCURRED BY SUCH SERVICE AND MAINTENANCE.

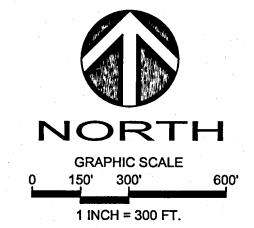


PROJECT NO. 14087

WOODLAND TRAILS

A PORTION OF GOVERNMENT LOT 4 (THE NW 1/4 OF THE NW 1/4), SECTION 4, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., CITY OF MILL CREEK, SNOHOMISH COUNTY, WASHINGTON





BASIS OF BEARINGS

N88°20'47"W BETWEEN SNOHOMISH COUNTY POINTS 95 AND 96 FOUND IN PLACE ALONG THE NORTH LINE OF NW 1/4 4-27-5

REFERENCES

1. PLAT OF BURLEY'S GARDEN TRACTS, RECORDED IN VOLUME 1928 OF OFFICIAL RECORDS, PAGE 435, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

2. PLAT OF REMLINGER PARK, RECORDED UNDER AUDITOR'S FILE NO. 200206265002, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

3. PLAT OF SHAUNESSY PHASE 1, RECORDED UNDER RECORDING NO. 200312105001, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

4. PLAT OF PARKWOOD MEADOWS, RECORDED UNDER RECORDING NO.

200412225131, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

5. WARRANTY DEED RECORDED UNDER RECORDING NO. 201603280493.

6. RIGHT OF WAY PLAN FOR SEATTLE HILL RD. 35TH AVE. SE. TO 132ND ST. SE. SURVEY NO. RC1635 APPROVED 6/12/13.

CITY OF MILL CREEK STREET ADDRESS

		HOUSE NUMBER	STREET NAME		HOUSE NUMBER	STREET NAME
	1	3509	149TH PLACE SE	15	3520	150TH STREET SE.
	2	3511	149TH PLACE SE	16	3519	150TH STREET SE.
	3	3513	149TH PLACE SE	17	3525	150TH STREET SE.
	4	3517	149TH PLACE SE	18	3531	150TH STREET SE.
	5	3523	149TH PLACE SE	19	3603	150TH STREET SE.
	6	3527	149TH PLACE SE	20	3607	150TH STREET SE.
	7	3531	149TH PLACE SE	21	3613	150TH STREET SE.
	8	3603	149TH PLACE SE	22	3614	149TH PLACE SE
	9	3607	149TH PLACE SE	23	3610	149TH PLACE SE
	10	14915	36TH DRIVE SE.	24	3604	149TH PLACE SE
	11	14919	36TH DRIVE SE.	25	3532	149TH PLACE SE
	12	14925	36TH DRIVE SE.	26	3528	149TH PLACE SE
	13	3602	150TH STREET SE.	27	3524	149TH PLACE SE
	14	3526	150TH STREET SE.	28	3518	149TH PLACE SE

MILL CREEK, WA. 98012

SURVEYOR'S NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON ALTA LOAN POLICY OF TITLE INSURANCE POLICY NUMBER 611131320 DATED AUGUST 3, 2016 AND DATEDOWN ENDORSEMENT THERETO DATED AUGUST 23, 2016. IN PREPARING THIS MAP, D.R. STRONG CONSULTING ENGINEERS INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS D.R. STRONG CONSULTING ENGINEERS INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY REFERENCED FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON POLICY. D.R. STRONG CONSULTING ENGINEERS INC. HAS RELIED WHOLLY ON FIDELITY NATIONAL TITLE COMPANY OF WASHINGTON REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE D.R. STRONG CONSULTING ENGINEERS INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN DECEMBER, 2014.

3. ALL DISTANCES ARE IN FEET.

4. THIS IS A COMBINED FIELD TRAVERSE AND GLOBAL POSITIONING SYSTEM SURVEY. A LEICA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION AND A LEICA SERIES 1200 GLOBAL POSITIONING SYSTEM WERE USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 332–130–090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

5. THE GEOMETRY OF THE RIGHT OF WAY ACQUISITION DESCRIBED IN THAT DEED RECORDED UNDER RECORDING NUMBER 201603280493 IS PARALLEL WITH AND 40 FEET OFFSET FROM A CONSTRUCTION CENTERLINE AS SHOWN ON THE SNOHOMISH COUNTY SEATTLE HILL RD. 35TH AVE.NUE SE. TO 132ND STREET SE. "SURVEY CONTROL AND ALIGNMENT PLAN".

TITLE RESTRICTIONS

1. THIS SITE IS SUBJECT TO MATTERS DISCLOSED BY THE RECORD OF SURVEY RECORDED UNDER RECORDING NUMBER 9112305011.

2. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A CRITICAL AREA SITE PLAN AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 9811200245.

3. THIS SITE IS SUBJECT TO AN EASEMENT AND THE RIGHTS INCIDENTAL ... THERETO FOR ELECTRIC DISTRIBUTION LINE FACILITIES IN FAVOR OF PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY AND VERIZON NORTHWEST, INC. AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 200905270704.

4. THIS SITE IS SUBJECT TO A TEMPORARY EASEMENT AND THE RIGHTS INCIDENTAL THERETO FOR CONSTRUCTION OF ROAD IN FAVOR OF SNOHOMISH COUNTY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 201603280494.

5. THIS SITE IS SUBJECT TO ANY RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FACTS SHOWN ON THE BOUNDARY AND TOPOGRAPHIC SURVEY PROJECT NO. 14087 PREPARED BY DOUGLAS J. COOMBES, PLS 35974, D.R. STRONG CONSULTING ENGINEERS FOR HARBOUR HOMES LLC

6. THIS SITE IS SUBJECT TO ANY ADVERSE CLAIM BASED UPON THE ASSERTION

(A). SAID LAND OR ANY PART THEREOF IS NOW OR AT ANY TIME HAS BEEN BELOW THE HIGHEST OF THE HIGH WATERMARKS OF WETLANDS IN THE EVENT OF THE BOUNDARY OF SAID WETLANDS HAS BEEN ARTIFICIALLY RAISED OR IS NOW OR AT ANY TIME HAS BEEN BELOW THE HIGH WATERMARK, IF SAID WETLANDS IS IN ITS NATURAL STATE.

(B). SOME PORTION OF SAID LAND HAS BEEN CREATED BY ARTIFICIAL MEANS OR HAS ACCRETED TO SUCH PORTION SO CREATED.

(C). SOME PORTION OF SAID LAND HAS BEEN BROUGHT WITHIN THE BOUNDARIES THEREOF BY AN AVULSIVE MOVEMENT OF WETLANDS, OR HAS BEEN FORMED BY ACCRETION TO ANY SUCH PORTION.





D.R. STRONG
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PROJECT NO. 14087

