A PORTION OF THE NW 1/4 AND THE NE 1/4, OF THE NW 1/4, SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M. CITY OF MILL CREEK, SNOHOMISH COUNTY COUNTY, WASHINGTON

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 ENCLOSING OF DRAINAGE WATER IN CULVERTS OR DRAINS, OR REPOUTING -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 991 IS HEREBY DEDICATED TO THE CREEKSIDE PLACE ASSOCIATION FOR THE EXCLUSIVE BENEFIT OF LOTS 5 THROUGH 7 OF THIS PLAT FOR PRIVATE-ACCESS AND UTILITIES. - THE OWNERS OF SAID-LOTS SHALL BE EQUALLY RESPONSIBLE FOR ALL MAINTENANCE OBLIGATIONS ASSOCIATED WITH SAID TRACT, EXCEPT AS OTHERWISE NOTED HEREIN.

TRACT 992 IS HEREBY DEDICATED TO THE GREEKSIDE PLACE ASSOCIATION FOR THE EXCLUSIVE BENEFIT OF LOTS 23 THROUGH 25 OF THIS PLAT FOR PRIVATE-ACCESS AND UTILITIES. THE OWNERS OF SAID LOTS SHALL-BE EQUALLY RESPONSIBLE FOR ALL MAINTENANCE OBLIGATIONS ASSOCIATED WITH SAID-TRACT, EXCEPT AS OTHERWISE NOTED HEREIN.

TRACT 993, ROADWAY BUFFER, IS HEREBY DEDICATED TO JHE OWNER(S) OF LOT 26. THE OWNER(S) OF SAID-LOT SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OBLIGATIONS ASSOCIATED WITH SAID TRACT. UPON CONVEYANCE OF LOT 26-TO ANY PARTY OTHER THAN DECLARANT, THE CREEKSIDE PLACE ASSOCIATION WILL-BE RESPONSIBLE FOR ALL MAINTENANCE OBLIGATIONS ASSOCIATED WITH SAID TRACT AND THE COSTS OF SAID MAINTENANCE WILL BE SHARED EQUALLY BETWEEN THE ASSOCIATION AND THE THEN CURRENT OWNER(S) OF LOT 26. IF AT ANY TIME AFTER SUCH CONVEYANCE, LOT 26 IS FURTHER SUBDIVIDED, SOLD IN PART OR WHOLE, OR LEASED OR DEVELOPED, THE ASSOCIATION WILL NO LONGER BE RESPONSIBLE FOR ANY COSTS OF MAINTENANCE FOR SAID TRACT.

TRACT 994 IS HEREBY DEDICATED TO THE CREEKSIDE PLACE ASSOCIATION FOR OPEN SPACE, DETENTION, AND NATIVE. -GROWTH PROTECTION AREA/EASEMENT. THE CREEKSIDE PLACE ASSOCIATION SHAŁL-BE BESPONSIBLE FOR ALL- - " MAINTENANCE OBLIGATIONS ASSOCIATED WITH SAID TRACT, EXCEPT AS OTHERWISE NOTED HEREIN. SHOULD THY CREEKSIDE PLACE ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACT(S), LOTS 1 THROUGH_25 SHALL BI RESPONSIBLE FOR THE MAINTENANCE.

TRACTS 995 THROUGH 998 ARE HEREBY DEDICATED TO THE CREEKSIDE PLACE ASSOCIATION OF THIS PLAT FOR OPEN SPACE. THE CREEKSIDE PLACE ASSOCIATION SHALL BE RESPONSIBLE FOR ALL MAINTENANCE OBLIGATIONS ASSOCIATED WITH SAID TRACTS. SHOULD THE CREEKSIDE PLACE ASSOCIATION FAIL TO PROPERLY MAINTAIN SAID TRACTES), LOTS 1 THROUGH 25 SHALL BE RESPONSIBLE FOR THE MAINTENANCE.

TRACT 999 IS HEREBY DEDICATED TO THE CREEKSIDE PLACE ASSOCIATION FOR THE EXCLUSIVE BENEFIT OF LOTS 10 ---THROUGH 17 OF THIS PLAT FOR ACCESS AND UTILITIES. THE OWNERS OF SAID LOTS SHALL BE RESPONSIBLE FOR ALL- I MAINTENANCE OBLIGATIONS ASSOCIATED WITH SAID TRACT, EXCEPT AS OTHERWISE NOTED HEREIN.

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

CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP

OWNER ATTORNEY IN FACT

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

OWNER COVENANT

THE OWNER FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, RELEASES. INDEMNIFIES AND HOLDS THE CITY OF MILL CREEK HARMLESS FROM ANY AND ALL LIABILITIES AND CLAIMS FOR DAMAGES. OR FOR INJUNCTIVE RELIEF OF WHATEVER NATURE ARISING FROM THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS AND FOR THE TERM OF THE OWNERS MAINTENANCE OBLIGATIONS AS DESCRIBED IN THE MILL CREEK MUNICIPAL CODE FOR THE MAINTENANCE OF THE PUBLIC IMPROVEMENTS.

OWNERS CERTIFICATE

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

A NEVADA GENERAL PARTNERSHIP

ACKNOWLEDGEMENTS

STATE OF Washington

COUNTY OF King

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT TOLD LEVIT THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT (3) SIGNED THIS INSTRUMENT, ON D (S) WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE DIRCOT OF LAND DEVELOPMENT. OF CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

SIGNATURE CONTAINANT MY APPOINTMENT EXPIRES _\$ 29 2015



LEGAL DESCRIPTION

PARCEL A:

THE NORTH 171.37 FEET OF THE EAST 320.00 FEET OF THE WEST 1,485.00 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.;

TOGETHER WITH THE NORTH 30.00 FEET OF THE EAST 175.00 FEET OF THE WEST 1,165.00 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.;

ALSO TOGETHER WITH THE NORTH 60.00 FEET OF THE WEST 990.00 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.;

EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2401598.

ALSO KNOWN AS LOT 1 OF BOUNDARY LINE ADJUSTMENT NO. 96-101815 RECORDED UNDER AUDITOR'S FILE NUMBER 9608060489.

PARCEL B:

THE SOUTH 148.63 FEET OF THE NORTH 320.00 FEET OF THE EAST 320.00 FEET OF THE WEST 1,485.00 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST,

TOGETHER WITH THE SOUTH 290.00 FEET OF THE NORTH 320.00 FEET OF THE EAST 175.00 FEET OF THE WEST 1,165.00 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, BANGE 5 EAST, W.M.;

-ALSO TOGETHER WITH THE WEST 990.00 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST. W.M.:

EXCEPT THE NORTH 60.00 FEET OF THE WEST 990.00 FEET OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.;

ALSO EXCEPT-THE SOUTH 330.00 FEET OF THE WEST 990.00 OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.;

-ALSO EXCEPT THE WEST 30 FEET THEREOE CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 2401598.

ALSO KNOWN AS LOT_ 2-OF BOUNDARY LINE ADJUSTMENT NO. 96-101815 RECORDED UNDER AUDITOR'S FILE NUMBER

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RESTRICTIONS OF RECORD

- THIS SITE IS SUBJECT TO AN EASEMENT FOR WATER PIPELINES AND/OR MAINS AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 2128494. (AS SHOWN)
- THIS SITE IS SUBJECT TO AN EASEMENT FOR ELECTRICAL DISTRIBUTION LINE AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBERS 2374339 (AS SHOWN)
- THIS SITE IS SUBJECT TO AN EASEMENT FOR ELECTRICAL DISTRIBUTION LINE AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBERS 2374340. (AS SHOWN)
- THIS SITE IS SUBJECT TO THE COVENANTS. CONDITIONS, RESTRICTIONS, DEDICATIONS, AGREEMENTS, EASEMENTS MAINTENANCE PROVISIONS AND NOTES, AS CONTAINED IN SNOHOMISH COUNTY-SHORT PLAT NUMBER SP 395 (8-78), RECORDED UNDER RECORDING NUMBER 7912 180291. SAID SHORT PLAT IS AN AMENDMENT OF SHORT PLAT RECORDED UNDER AUDITOR'S FILE NUMBER 7908170241. SAID SHORT PLAT WAS FILED AS A SURVEY UNDER AUDITOR'S FILE NUMBER 791220018. (NOTED HERE)
- THIS SITE IS SUBJECT TO AN EASEMENT FOR ELECTRICAL TRANSMISSION AND/OR DISTRIBUTION-LINES AND THE TERMS AND CONDITIONS THEREOF AS RECORDED UNDER RECORDING NUMBER 9509200315. (NOTED HERE)-
- 6. THIS SITE IS SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, DEDICATIONS, AGREEMENTS, EASEMENTS, -- MAINTENANCE PROVISIONS AND NOTES, AS CONTAINED IN SNOHOMISH GOUNTY SHORT PLAT NUMBER SP 96-101815, RECORDED UNDER RECORDING NUMBER 9608060489. (NOTED HERE)
- THIS SITE IS SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS OF A WETLAND MITIGATION AGREEMENT BETWEEN PULTE GROUP AND THE CITY OF MILL CREEK FOR THE PLAT OF CREEKSIDE PLACE AS DISCLOSED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 201309130320.

-- ---_-

<u>APPROVALS</u>

I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE CONDITIONS SET FORTH BY THE SNOHOMISH COUNTY HEARING EXAMINER'S REPORT AND DECISION, DATED FEBRUARY 21, 2007 AND THE MINOR MODIFICATION TO THE PRELIMINARY PLAT OF CREEKSIDE PLACE, DATED AUGUST 21, 2012, THE DEDICATIONS AND EASEMENTS MADE HEREON ARE ACCEPTED, AND THAT THE PLAT IS DULY APPROVED THIS 154 DAY OF NOVEMBER. 2013.

ATTEST, CHY CLERK

EXAMINED AND APPROVED THIS ______ DAY OF Wavember _____ 2013

CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT THERE ARE NO DELINQUENT SPECIAL ASSESSMENTS AND THAT ALL SPECIAL ASSESSMENTS ON ANY PROPERTY HEREIN CONTAINED AS DEDICATED STREETS, ALLEYS OR FOR OTHER PUBLIC PURPOSES ARE PAID IN FULL THIS _____ DAY OF ____

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 FOR TAXES.

June June BY: DEPUTY SNOHOMISH COUNTY TREASURER + Thuk

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF CREEKSIDE PLACE IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5, E., W.M. AS REQUIRED BY STATE STATUTES: THAT THE DISTANCES. CORNERS HAVE BEEN STAKED CORRECTLY ON THE GROUND: THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

KENNETH W. SHIPLEY PROFESSIONAL LAND SURVEYOR CERTIFICATE NO. 38488

- AUDITOR'S	CERTIFICATE
_	·

- FILED FOR RECORD AT THE REQUEST OF

OF PLATS, -PAGE ____

2013/1085003

- RECORDS OF SNOHOMISH COUNTY, WASHINGTON

- LAWYN -- WEIKEL --AUDITOR, SNOHOMISH COUNTY - -



14711 N.E. 29th Pl. Suite 101 Bellevue, Washington 98007 425.885.7877 Fax 425.885.7963

ENGINEERING . PLANNING SURVEYHNG

JOB-NO. 13015

CREEKSIDE PLACE

A PORTION OF THE NW 1/4 AND THE NE 1/4, OF THE NW 1/4, SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.
CITY OF MILL CREEK, SNOHOMISH COUNTY COUNTY, WASHINGTON

EASEMENT-PROVISIONS

- ANY EASEMENT GRANTED, CONVEYED OR RESERVED BY THIS PLAT MAY BE MODIFIED OR RELEASED, EITHER PARTIALLY OR IN WHOLE, BY THE RECORDING OF A SEPARATE INSTRUMENT EXECUTED BY THOSE BENEFITING AND OR BURDENED BY SAID EASEMENT WITHOUT, THE PROCESSING OF AN ALTERATION OF THIS PLAT.
- 2. AN EASEMENT IS_HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MILL CREEK, AND/OR THEIR ASSIGNS, THE CREEKSIDE PLACE ASSOCIATION, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, SILVER LAKE WATER AND SEWER DISTRICT, PUGET SOUND-ENERGY, VERIZON TELEPHONE COMPANY, COMCAST, AND ANY OTHER UTILITIES SERVING THIS PLAT, THEIR SUCCESSORS AND ASSIGNS, UNDER-AND UPON TRACTS 991, 392, AND 999; THE EXTERIOR 10.00 FEET, PARALLEL WITH AND ADJOINING THE PUBLIC STREET FRONTAGE, OF ALL LOTS AND TRACTS; THE EXTERIOR 5.00 FEET PARALLEL WITH AND ADJOINING TRACTS 991 AND 992, OF LOTS 5—7 AND 23—25; THE EXTERIOR 5.00 FEET, PARALLEL WITH—AND ADJOINING TRACT 999, OF LOTS 10—15 AND 23; AND THOSE AREAS LABELED AS PUBLIC UTILITY EASEMENT HEREON, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPES AND WIRES WITH NECESSARY FACHLITES—AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THIS SUBBINISION AND OTHER PROPERTY WITH STORM DRAINAGE SERVICE, ELECTRIC SERVICE, WATER SERVICE, SANITARY SEWER SERVICE, TELEPHONE SERVICE, GAS SERVICE, CABLE COMMUNICATION SERVICE AND ANY OTHER UTILITY WHICH IS REASONABLE AND NECESSARY FOR A RESIDENTIAL SUBBINISION, TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENT AREA OF THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. NO LINES OR WIRES FOR THE TRANSMISSION OF ELECTRIC CURRENT, OR FOR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNALS, OR FOR OTHER PURPOSES, SHALL BE PLACED UPON ANY LOT JUNIESS THE SAME SHALL BE UNDERGROUND IN CONDUITATTACHED—TO A BUILDING.
- 3. PRIVATE DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF THE LOTS BENEFITED. THE OWNERS OF SAID BENEFITED LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES FOR THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITH SAID EASEMENTS. REFER TO THE AS—CONSTRUCTED DRAWING PLANS FOR LOCATIONS AND BENEFITED LOTS.
- I. THE 5 FOOT PRIVATE WATER EASEMENT SHOWN ON LOTS 23 AND 24 IS HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF LOTS 24 AND 25, AND SHOWN ON LOTS 6 AND 7 IS HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF LOTS 5 AND 6 FOR PRIVATE WATER FACILITIES. SAID OWNERS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR PRIVATE WATER FACILITIES WITHIN SAID EASEMENT.
- 5. THE PUBLIC WATER EASEMENT LOCATED ACROSS LOTS 16 AND 17 AND TRACT 999, AS SHOWN HEREON, 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 THE 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, ETC., WHICH INTERFERE WITH SILVER LAKE WATER AND SEWER DISTRICT MAINTENANCE AND REPAIR RESPONSIBILITIES.
- 6. THE PUBLIC SANITARY SEWER EASEMENT LOCATED ACROSS LOTS 10, 17 AND 23 THROUGH 26 AND TRACTS 991, 992, 994 AND 999, AS SHOWN HEREON, 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 THE 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, ETC., WHICH INTERFERE WITH SILVER LAKE WATER AND SEWER DISTRICT MAINTENANCE AND REPAIR RESPONSIBILITIES.
- THE PUBLIC PEDESTRIAN ACCESS EASEMENT SHOWN ON LOT 26 AND TRACT 994 IS HEREBY RESERVED FOR AND GRANTED TO -THE CITY OF MILL CREEK FOR PUBLIC PEDESTRIAN ACCESS PURPOSES. THE CREEKSIDE PLACE ASSOCIATION SHALL BE __RESPONSIBLE FOR MAINTENANCE OF TRAIL FACILITIES WITHIN TRACT 994. SHOULD THE CREEKSIDE PLACE ASSOCIATION FAIL TO __PROPERLY MAINTAIN SAID FACILITIES, LOTS 1 THROUGH 25 OF THIS PLAT SHALL BE EQUALLY RESPONSIBLE FOR MAINTENANCE
 OF SAID TRAIL FACILITIES. THE OWNER(S) OF LOT 26 SHALL BE RESPONSIBLE FOR TRAIL FACILITIES WITHIN SAID LOT.

NOTES

- 1. 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 TITLE 16.04 MILL CREEK MUNICIPAL CODE (MCMC) IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 16 MCMC.
- 3. THE CREEKSIDE PLACE 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 ROADWAY FRONTAGE PER MILL CREEK 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. THE LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE EVERETT SCHOOL DISTRICT NO. 2 TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE, IN ACCORDANCE WITH THE PROVISIONS OF SCC 30.66C.010. CREDIT SHALL BE GIVEN FOR TWO EXISTING PARCELS. LOTS ONE AND TWO SHALL RECEIVE CREDIT AND SHALL NOT BE HELD LIABLE FOR SCHOOL IMPACT MITIGATION FEES. ADDITIONALLY, CENTEX HOMES HAS ENTERED INTO AN AGREEMENT WITH KLN CONSTRUCTION, INC. TO OBTAIN SCHOOL IMPACT MITIGATION CREDITS (AS DISCLOSED BY AGREEMENT RECORDED UNDER AUDITOR'S FILE NO. 200809120202, FIRST AMENDMENT THERETO UNDER A.F.N. 201107050157 AND AGREEMENT REGARDING PARTIAL ASSIGNMENT UNDER A.F.N. 201309200359) FOR THE REMAINDER OF THE LOTS OF THIS PLAT. ACCORDINGLY, LOTS 1 AND 2 SHALL NOT BE LIABLE FOR SCHOOL IMPACT MITIGATION FEES.
- 5. CHAPTER 30.66B SCC REQUIRES THE NEW LOT MITIGATION PAYMENTS IN THE AMOUNTS SHOWN BELOW FOR EACH SINGLE—FAMILY RESIDENTIAL BUILDING PERMIT:
 - \$624.72 PER LOT FOR MITIGATION OF IMPACTS ON COUNTY ROADS PAID TO THE COUNTY, \$31.82 PER LOT FOR TRANSPORTATION DEMAND MANAGEMENT PAID TO THE COUNTY, \$79.06 PER LOT FOR MITIGATION OF IMPACTS ON STATE HIGHWAYS PAID TO THE COUNTY TOWARDS THE SR-5 128TH STREET INTERCHANGE PROJECT (DOT-11)
- THE DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER THESE PAYMENT OBLIGATIONS TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THESE MITIGATION PAYMENT OBLIGATIONS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOTS THEREIN. ONCE BUILDING PERMIT HAS BEEN ISSUED ALL MITIGATION PAYMENTS SHALL BE DEEMED PAID FOR THAT LOT.
- 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 18.06 MCMC ARE ALLOWED WHEN APPROVED BY THE CITY.
- 7. THE DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER PAYMENT OF \$1244.49 PER NEW DWELLING UNIT AS MITIGATION FOR PARKS AND RECREATION IMPACT UNTIL THE TIME OF BUILDING PERMIT ISSUANCE.
- 8. 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.
- 9. THE ARTICLES OF INCORPORATION FOR THE CREEKSIDE PLACE ASSOCIATION WERE FILED WITH THE SECRETARY OF THE STATE ON SEPTEMBER 12, 2013. LOTS 1 THROUGH 26, INCLUSIVE, OF THIS PLAT ARE SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CREEKSIDE PLACE, RECORDED UNDER AUDITOR'S FILE NO. 201310300435.
- 10. THE CREEKSIDE PLACE ASSOCIATION SHALL OWN, OPERATE AND MAINTAIN THE DRAINAGE AND DETENTION FACILITIES WITHIN THE ALL TRACTS AND DRAINAGE EASEMENTS, NOT INCLUDING THE INDIVIDUAL LOTS DRAINAGE SYSTEMS. 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 PROPERTY. THE CREEKSIDE PLACE ASSOCIATION SHALL REIMBURSE THE CITY FOR ANY EXPENSE INCURRED BY SUCH SERVICE AND MAINTENANCE.

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 SUB DIVISION, 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 DISCRETION OF THE GRANTOR. IF CITY, IN ITS SOLE DISCRETION, DETERMINES THAT AN "HMMINENT 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 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 EACILITY.
- . 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.
- 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.

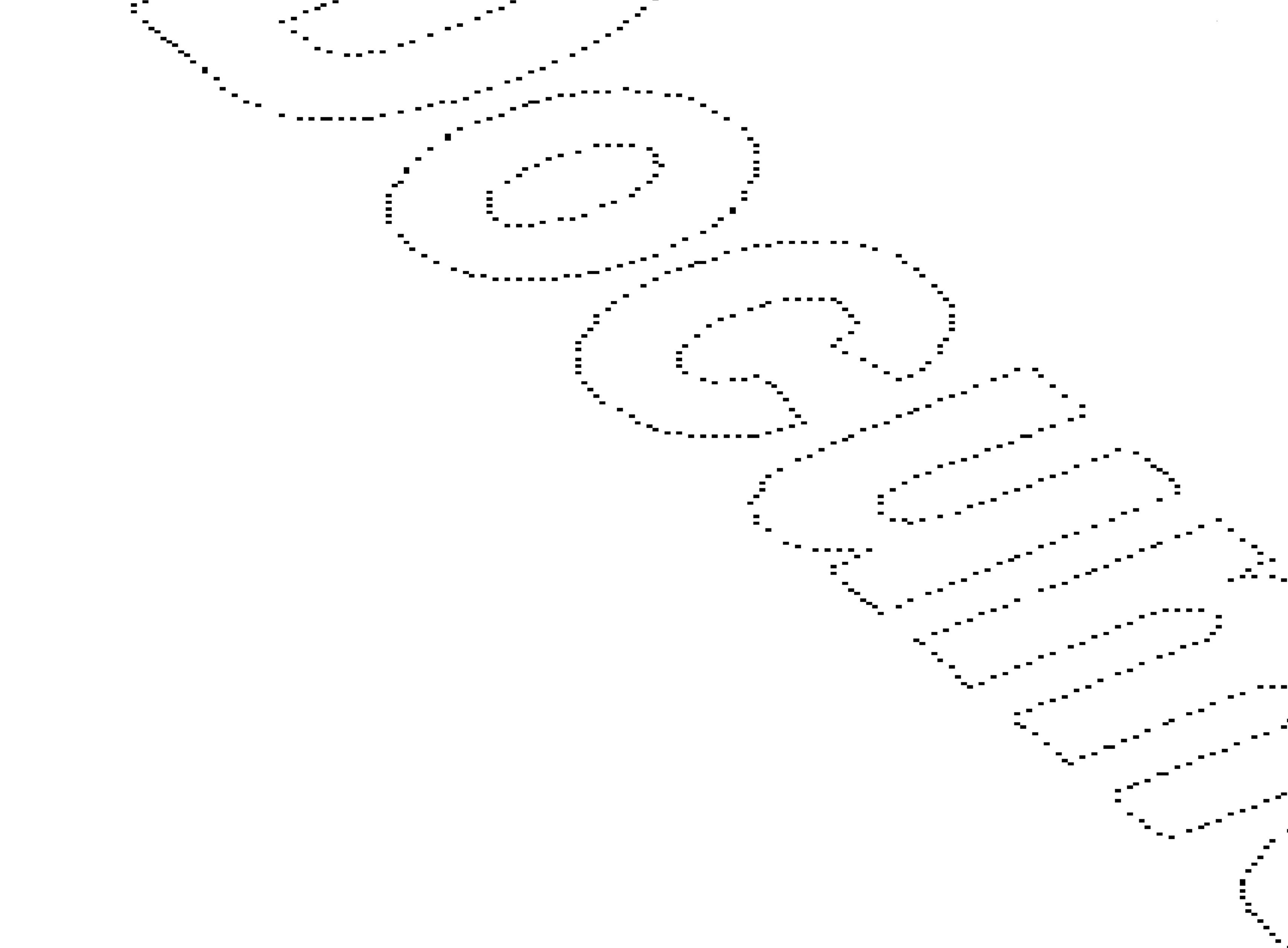
NATIVE GROWTH PROTECTION AREA/EASEMENT

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 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 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 THE ADJACENT PROPERTY IN THIS SUBDIVISION FOR THE PURPOSE OF MONITORING AND ENFORCING PROPER OPERATION AND MAINTENANCE OF THE NATIVE GROWTH PROTECTION AREA EASEMENT.

THE OWNERS ASSOCIATION, IN THE EVENT OF ITS FAILURE, THE LOT OWNERS(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 OR OMISSIONS OF THE LOT OWNER, HIS OR HER 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 PERSON BY ANY PERSON ENTERING THE EASEMENT AREA NOT EXPRESSLY AUTHORIZED TO DO SO BY THE CITY OF MILL CREEK. THIS EASEMENT IS CREATED, GRANTED AND ACCEPTED FOR THE BENEFIT OF THE SUBDIVISION AND THE GENERAL PUBLIC, BUT SHALL NOT BE CONSTRUED TO PROVIDE OPEN OR COMMON SPACE FOR OWNERS WITHIN THE SUBDIVISION OR MEMBERS OF THE PUBLIC.






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JOB-NO.



41°24'37"

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P.D.E. PRIVATE DRAINAGE EASEMENT

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