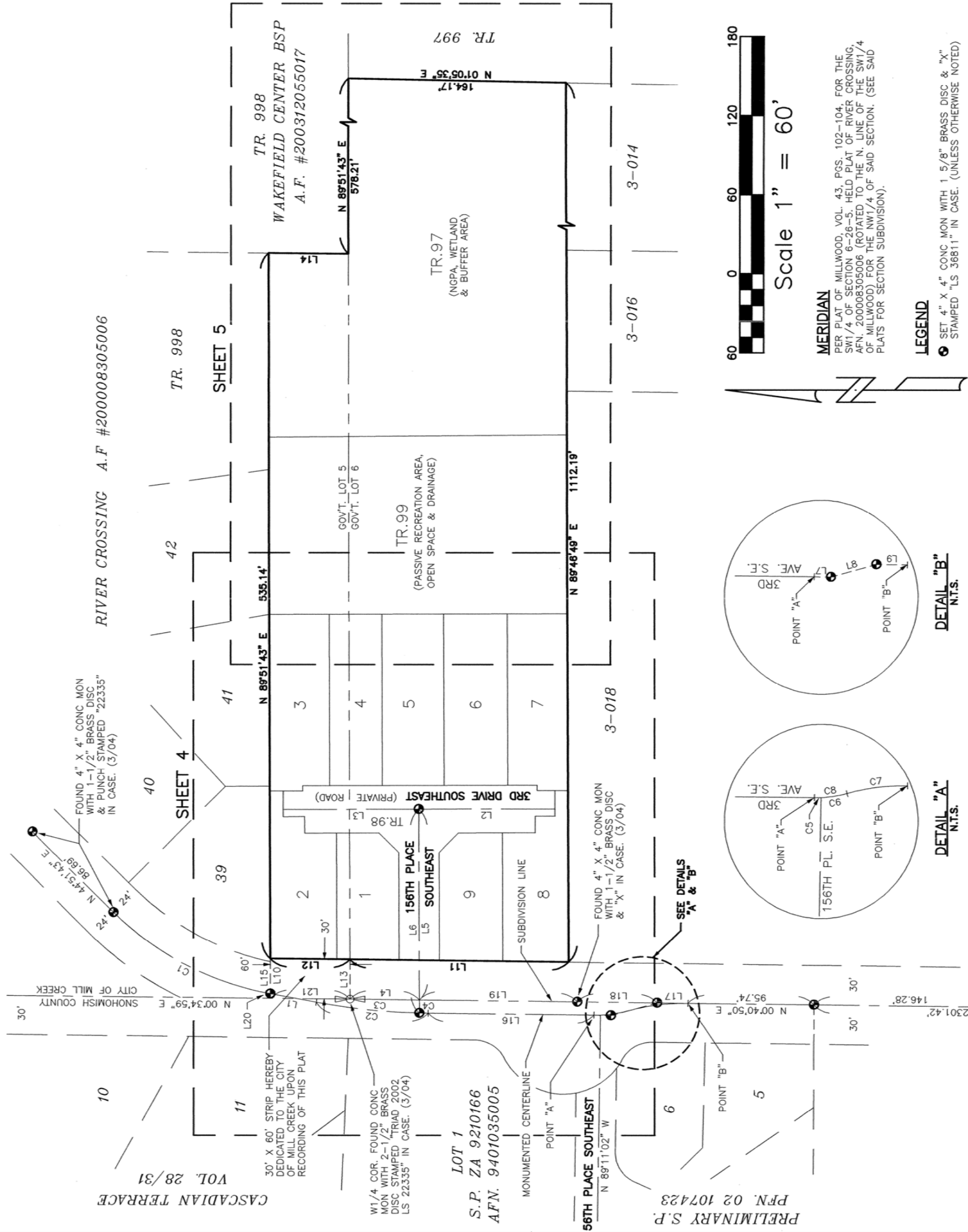


MAGNOLIA FALLS

PORTIONS OF GOV'T. LOTS 5 & 6, NW1/4, SW1/4 & SW1/4, NW1/4, NW1/4
SECTION 6, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.
CITY OF MILL CREEK, SNOHOMISH COUNTY, WASHINGTON



FOUND CONG MON WITH INVERTED NAIL IN CASE 0.1\"/>

NW COR. PLAT OF ALDER LANE VOL. 27/45

3RD AVENUE SOUTHEAST

N 00°40'50\"/>

146.28'

2301.42'

30'

30'

95.74'

N 00°40'50\"/>

POINT "A"

POINT "B"

SEE DETAILS "A" & "B"

FOUND 4\"/>

PRELIMINARY S.P. P.F.N. 02 107423

LOT 1
S.P. ZA 9210166
AFN. 9401035005

W1/4 COR. FOUND CONG MON WITH 2-1/2\"/>

30' X 60' STRIP HEREBY DEDICATED TO THE CITY OF MILL CREEK UPON RECORDING OF THIS PLAT

CASCADIAN TERRACE VOL. 28/31

30'

CITY OF MILL CREEK SNOHOMISH COUNTY

N 00°34'59\"/>

L20

L15

L10

L5

L1

L4

C13

L19

L16

L13

L10

L7

L4

C13

L18

L17

L14

L11

L8

L5

L2

C1

L21

L18

L15

L12

L9

L6

L3

C1

L21

L18

L15

L12

L9

L6

FOUND 4\"/>

N 89°51'43\"/>

42'

TR. 998

SHEET 5

41

N 89°51'43\"/>

535.14'

GOV'T. LOT 5 GOV'T. LOT 6

TR. 99

(PASSIVE RECREATION AREA, OPEN SPACE & DRAINAGE)

TR. 97

(NGPA, WETLAND & BUFFER AREA)

1112.19'

N 89°49'49\"/>

3-018

3-016

3-014

TR. 997

N 89°51'43\"/>

578.21'

WAKEFIELD CENTER BSP

A.F. #200312055017

N 01°05'35\"/>

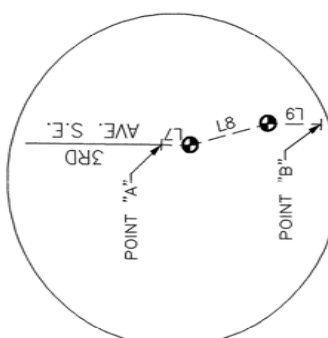
164.17'

TR. 998

3-016

3-014

TR. 997



DETAIL "A" N.T.S.

DETAIL "B" N.T.S.



4-11-05

CURVE TABLE

NUMBER	DELTA	RADIUS	LENGTH
C1	34°21'08"	225.00	134.90
C2	09°49'45"	500.00	85.78
C3	09°03'33"	500.00	79.06
C4	00°46'12"	500.00	6.72
C5	03°08'07"	90.00	4.92
C6	12°57'50"	90.00	20.36
C7	16°05'56"	165.00	46.36
C8	16°05'56"	90.00	25.29

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L1	N 10°30'35" E	34.96'
L2	N 00°08'17" W	102.84'
L3	N 00°08'17" W	102.88'
L4	N 00°40'50" E	52.88'
L5	N 89°51'43" E	144.74'
L6	N 89°51'43" E	154.69'
L7	N 00°40'50" E	12.73'
L8	N 15°25'06" W	36.06'
L9	N 00°40'50" E	23.33'
L10	N 89°51'43" E	26.59'
L11	N 00°40'50" E	165.74'
L12	N 00°34'59" E	60.00'
L13	N 89°51'43" E	30.00'
L14	N 00°34'59" E	60.00'
L15	N 89°51'43" E	24.47'
L16	N 00°40'50" E	124.86'
L17	N 00°40'50" E	23.33'
L18	N 00°40'50" E	59.90'
L19	N 00°40'50" E	119.20'
L20	N 89°51'43" E	3.41'
L21	N 00°34'59" E	60.00'

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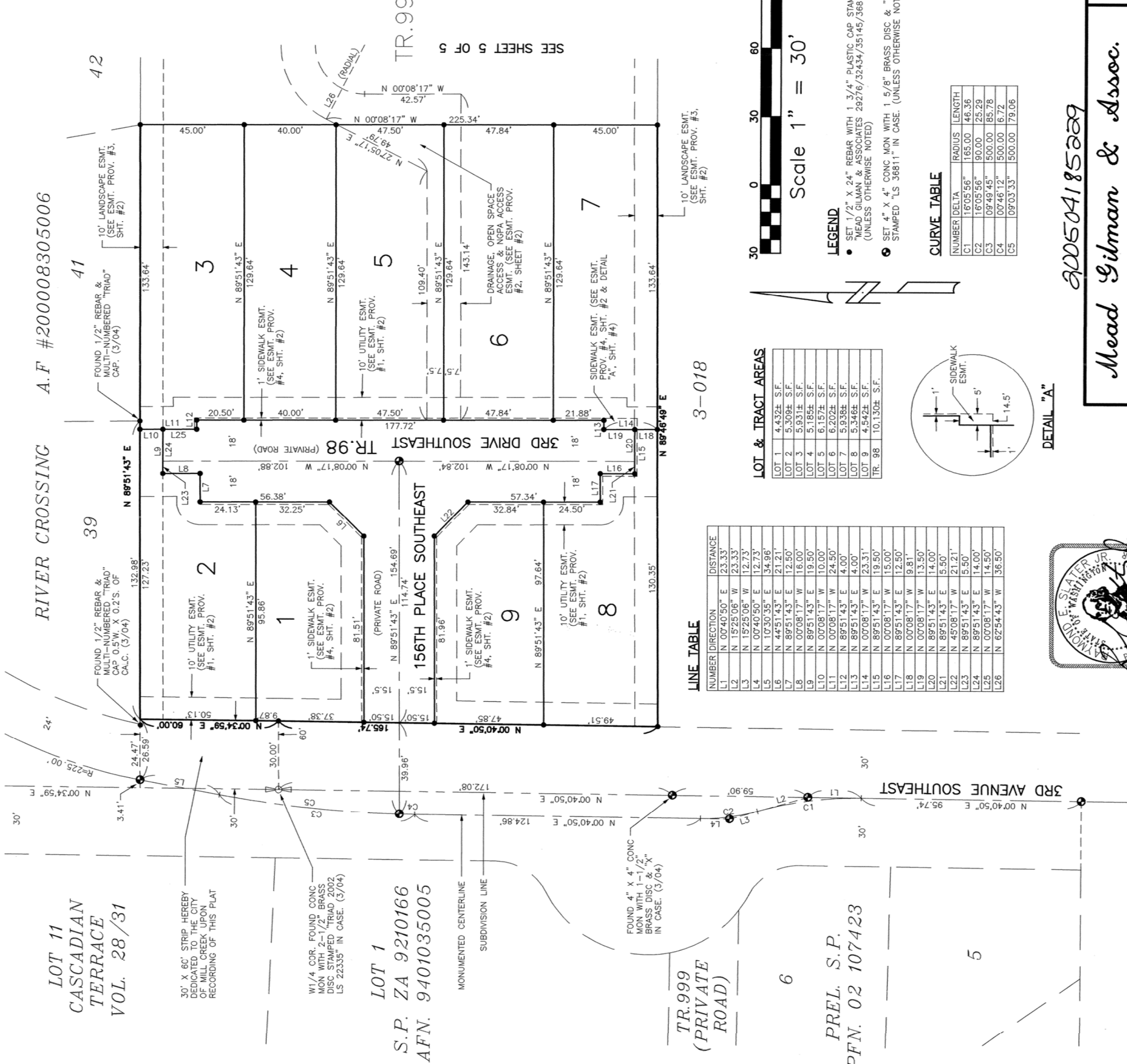
Mead Gilman & Assoc.
PROFESSIONAL LAND SURVEYORS

17625 130TH AVE. N.E., STE. 104, WOODINVILLE, WA 98072
MAILING ADDRESS, P.O. BOX 289, WOODINVILLE, WA 98072

PHONE: (425) 486-1252 FAX: (425) 486-6108

MAGNOLIA FALLS

PORTIONS OF GOV'T. LOTS 5 & 6, NW1/4, SW1/4 & SW1/4, NW1/4, NW1/4
SECTION 6, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.
CITY OF MILL CREEK, SNOHOMISH COUNTY, WASHINGTON



RIVER CROSSING A.F. #200008305006

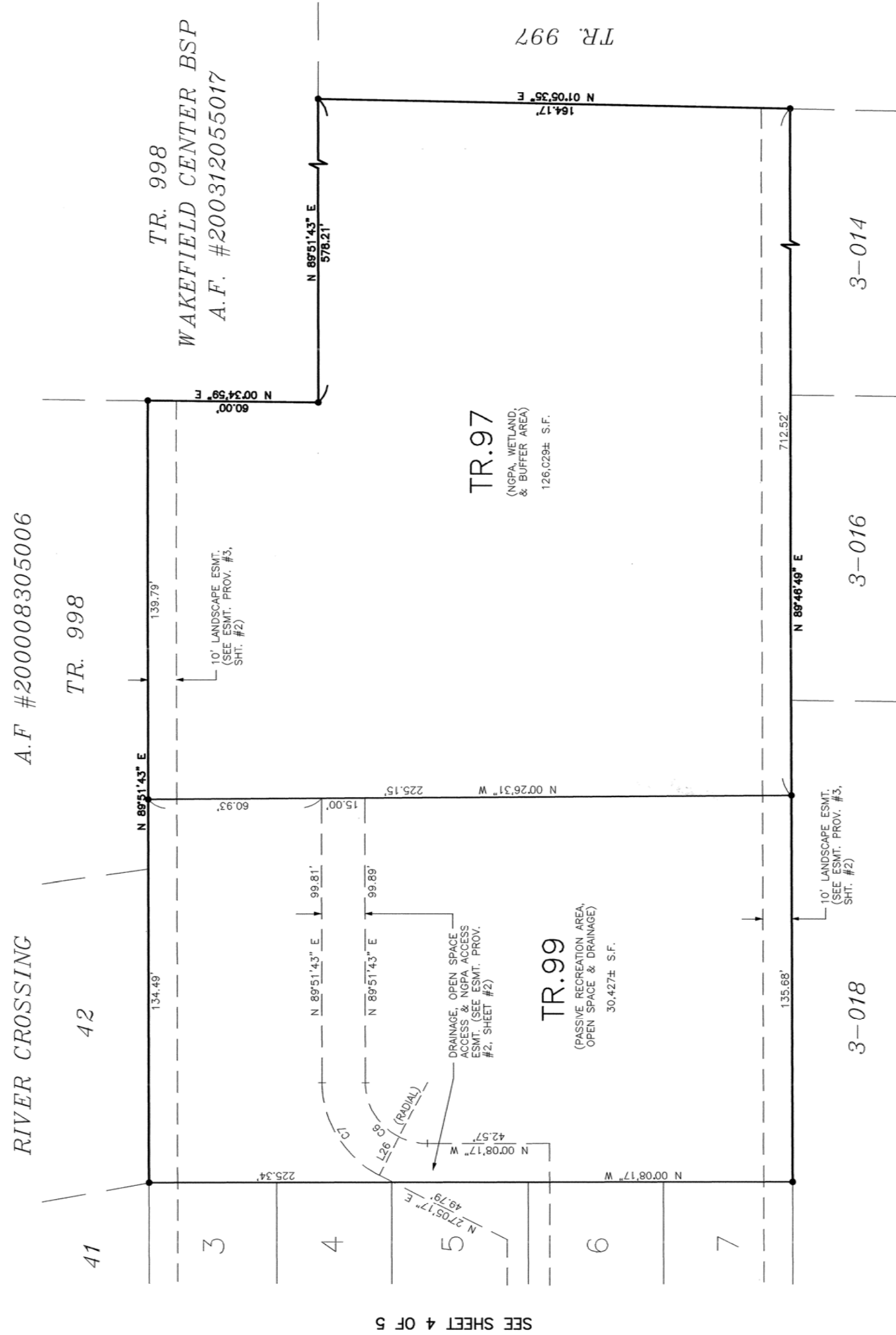


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PHONE: (425) 486-1252 FAX: (425) 486-6108

200504185009

MAGNOLIA FALLS

PORTIONS OF GOV'T. LOTS 5 & 6, NW1/4, SW1/4 & SW1/4 & SW1/4, NW1/4, NW1/4
SECTION 6, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.
CITY OF MILL CREEK, SNOHOMISH COUNTY, WASHINGTON



SEE SHEET 4 OF 5



Scale 1" = 30'

LEGEND

- SET 1/2" X 24" REBAR WITH 1 3/4" PLASTIC CAP STAMPED "MEAD GILMAN & ASSOCIATES 29276/32434/35145/36811" (UNLESS OTHERWISE NOTED)
- ⊙ SET 4" X 4" CONC MON WITH 1 5/8" BRASS DISC & "X" STAMPED "LS 36811" IN CASE. (UNLESS OTHERWISE NOTED)

LINE TABLE

NUMBER	DIRECTION	DISTANCE
L26	N 62°54'43" W	36.50'

CURVE TABLE

NUMBER	DELTA	RADIUS	LENGTH
C6	90°00'00"	21.50	33.77
C7	62°46'26"	36.50	39.99



EXPIRES: 5/31/05

4-11-05

200504185229

Mead Gilman & Assoc.

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MAGNOLIA FALLS

PORTIONS OF GOV'T. LOTS 5 & 6, NW1/4, SW1/4 & SW1/4, NW1/4, NW1/4
SECTION 6, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.
CITY OF MILL CREEK, SNOHOMISH COUNTY, WASHINGTON

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS 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 AND THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC ROAD PURPOSES, 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 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.

TRACT 97 IS HEREBY GRANTED AND CONVEYED TO JOHN R. KALEAS AND BRUCE W. HORST, THEIR HEIRS AND SUCCESSORS, WITH AN EQUAL AND UNDIVIDED INTEREST, SUBJECT TO A CONSERVATION EASEMENT GRANTED AND CONVEYED TO THE CITY OF MILL CREEK, AND SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT, OWNERSHIP AND MAINTENANCE OF SAID TRACT CONSISTENT WITH CITY CODE SHALL BE THE RESPONSIBILITY OF JOHN R. KALEAS AND BRUCE W. HORST, UNLESS AND UNTIL TRACT OWNERSHIP BY ALL LOTS WITHIN THIS SUBDIVISION IS AUTHORIZED PURSUANT TO A FINAL PLAT ALTERATION USE OF SAID TRACT IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE OWNERS OF ALL LOTS AND TRACTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE CITY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT.

TRACT 98 IS A PRIVATE ROAD TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE MAGNOLIA AT MILL CREEK HOMEOWNERS ASSOCIATION, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS.

TRACT 99 IS A PASSIVE OPEN SPACE, RECREATION AND STORM DRAINAGE TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE MAGNOLIA AT MILL CREEK HOMEOWNERS ASSOCIATION, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS, SUBJECT TO AN EASEMENT GRANTED AND CONVEYED TO THE CITY OF MILL CREEK FOR ACCESS TO INSPECT, MAINTAIN AND/OR OPERATE THE DETENTION AND TREATMENT SYSTEM AT ITS DISCRETION.

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 12th DAY OF April, 2005


JOHN R. KALEAS

_____ THE _____ OF THE BANK OF WASHINGTON

OWNERS CERTIFICATE

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


JOHN R. KALEAS

David S. Linn THE Business Banker OF THE BANK OF WASHINGTON

ACKNOWLEDGMENT

STATE OF Washington } SS
COUNTY OF King }

I, CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ JOHN R. KALEAS SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: April 12th 2005
SIGNATURE: Cecilie P. Keen
PRINT NAME: Cecilie P. Keen
NOTARY PUBLIC IN AND FOR THE STATE OF Washington
RESIDING AT: Woodinville
MY APPOINTMENT EXPIRES: Oct. 7 2007



STATE OF _____ } SS
COUNTY OF _____ }

I, CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ 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 _____ OF _____ THE BANK OF WASHINGTON TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTIES FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.


DATED: _____
SIGNATURE: _____
PRINT NAME: _____
NOTARY PUBLIC IN AND FOR THE STATE OF _____
RESIDING AT: _____
MY APPOINTMENT EXPIRES: _____

OWNER'S 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 OWNER'S MAINTENANCE OBLIGATION AS DESCRIBED IN CHAPTER 16.16 OF THE MILL CREEK MUNICIPAL CODE, FROM THE MAINTENANCE OF THE PUBLIC IMPROVEMENTS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF MAGNOLIA FALLS IS BASED ON AN ACTUAL SURVEY AND SUBVISION OF SECTION 6, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND AS REQUIRED BY STATE STATUTES, THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY, THAT THE LEGAL DESCRIPTION IS A FULL AND CORRECT DESCRIPTION OF THE LAND TO BE DIVIDED ACCORDING TO SCHEDULE A OF SUBDIVISION GUARANTEE BY CHICAGO TITLE INSURANCE COMPANY ORDER NUMBER 5714740, AND THAT THE MONUMENTS WILL BE SET AND THE LOT AND BLOCK CORNERS SHALL BE CORRECTLY STAKED ON THE GROUND, AND THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.


RAYMOND E. SLATER JR.
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 36811

DATE 4-11-05

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF John R. Kaleas THIS 18th DAY OF April, 2005, AT 9 MINUTES PAST 9 A.M., AND RECORDED IN VOLUME --- OF PLATS, PAGE(S) --- AFN 200504185229 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.


BOB TERWILLIGER
AUDITOR, SNOHOMISH COUNTY

BY: 
GRANT HAYDEN
DEPUTY COUNTY AUDITOR

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 12th DAY OF April, 2005.


MICHELLE CALDWELL FOR JEANNE GREGORY
TREASURER, CITY OF MILL CREEK


CITY APPROVALS

I HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE CONDITIONS SET FORTH BY THE MILL CREEK CITY COUNCIL, THE DEDICATIONS AND EASEMENTS MADE HEREON ARE ACCEPTED, AND THE PLAT IS DULY APPROVED THIS 12th DAY OF April, 2005.


TOM J. RYAN
MAYOR, CITY OF MILL CREEK


KEEN HENNEY
CITY CLERK

EXAMINED AND RECOMMENDED FOR APPROVAL THIS 12th DAY OF April, 2005.


SCOTT SMITH FOR DOUGLAS JACOBSON
DIRECTOR OF PUBLIC WORKS

EXAMINED AND APPROVED THIS 12th DAY OF April, 2005.


WILLIAM SCHUM
DIRECTOR OF COMMUNITY DEVELOPMENT



COUNTY 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 2005 TAXES.


BOB DAWSON
TREASURER, SNOHOMISH COUNTY

BY: 
KIMBERLY HUND
DEPUTY COUNTY TREASURER 4-18-05



EXPIRES: 5/31/05
4-11-05

200504185229

Mead Gilman & Assoc.

PROFESSIONAL LAND SURVEYORS

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MAGNOLIA FALLS

PORTIONS OF GOV'T. LOTS 5 & 6, NW1/4, SW1/4 & SW1/4, NW1/4, NW1/4
SECTION 6, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M.
CITY OF MILL CREEK, SNOHOMISH COUNTY, WASHINGTON

LEGAL DESCRIPTION

PARCEL A:

THE WEST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF GOVERNMENT LOT 6, SECTION 6, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON. EXCEPT THE WEST 30 FEET THEREOF CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 547527.

PARCEL B:

THE EAST HALF OF THE NORTH HALF OF THE NORTH HALF OF THE NORTH HALF OF GOVERNMENT LOT 6, SECTION 6, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., SNOHOMISH COUNTY, WASHINGTON.

PARCEL C:

THE SOUTH 60 FEET OF THE WEST 565.10 FEET OF GOVERNMENT LOT 5 IN SECTION 6, TOWNSHIP 27 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EASEMENT PROVISIONS

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE PUBLIC, THE CITY OF MILL CREEK, PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, VERIZON (A TELEPHONE COMPANY), PUGET SOUND ENERGY, COMCAST CABLEVISION, AND ANY OTHER UTILITIES SERVING THE SUBJECT PLAT, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (10) FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSES OF SERVING THIS SUBDIVISION 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 SUBDIVISION TOGETHER WITH THE RIGHT TO ENTER UPON THE EASEMENT AREA OF THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. ALSO EACH LOT (TRACTS ARE EXCLUDED) IS SUBJECT TO AN EASEMENT FOR THE ABOVE STATED PURPOSES, WHICH IS 2.5 FEET IN WIDTH PARALLEL WITH AND ADJOINING ALL SIDE LOT LINES WHICH ADJOIN ANOTHER LOT, AND FIVE (5) FEET IN WIDTH PARALLEL WITH AND ADJOINING ALL REAR LOT LINES. FURTHERMORE, THE TEN FOOT STRIP MAY BE UTILIZED BY THE CITY OF MILL CREEK FOR NECESSARY ROADWAY SLOPES FOR CUTS AND/OR FILLS, PUBLIC SIDEWALKS AND SIGHT/VISIBILITY PURPOSES OR THE REMOVAL OF VEGETATION OVER 2.5 FEET TALL.

2. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE MAGNOLIA AT MILL CREEK HOMEOWNERS ASSOCIATION, TO THE CITY OF MILL CREEK, AND TO JOHN R. KALEAS AND BRUCE W. HORST, THEIR HEIRS, SUCCESSORS AND ASSIGNS, OVER, UNDER, ACROSS AND UPON THAT PORTION OF LOTS 5 AND 6 AND TRACT 99 AS SHOWN HEREON FOR DRAINAGE, OPEN SPACE ACCESS (TRACT 99) AND NATIVE GROWTH PROTECTION AREA (NGPA) ACCESS (TRACT 97).

3. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE MAGNOLIA AT MILL CREEK HOMEOWNERS ASSOCIATION OVER, UNDER, ACROSS AND UPON THE NORTH 10 FEET AND THE SOUTH 10 FEET OF THE PERIMETER BOUNDARY AS SHOWN HEREON FOR LANDSCAPING PURPOSES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE MAINTENANCE THEREOF.

4. A 1' EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE MAGNOLIA AT MILL CREEK HOMEOWNERS ASSOCIATION OVER, ACROSS AND UPON THOSE PORTIONS OF LOTS 1 THROUGH 9 AS SHOWN HEREON FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND MAINTAINING THE SIDEWALK, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. THE COSTS THEREOF SHALL BE BORNE SOLELY BY SAID HOMEOWNERS ASSOCIATION.

5. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE MAGNOLIA AT MILL CREEK HOMEOWNERS ASSOCIATION OVER, ACROSS AND UPON THAT PORTION OF LOT 7 AS SHOWN HEREON FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND MAINTAINING THE SIDEWALK, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. THE COSTS THEREOF SHALL BE BORNE SOLELY BY SAID HOMEOWNERS ASSOCIATION.

ALDERWOOD WATER & WASTEWATER DISTRICT WATER EASEMENT

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE ALDERWOOD WATER AND WASTEWATER DISTRICT OVER, UNDER, ACROSS AND UPON TRACT 97, AND THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING SAID TRACT, FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING, AND MAINTAINING THE WATER 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 ALDERWOOD WATER AND WASTEWATER DISTRICT MAINTENANCE AND REPAIR RESPONSIBILITIES. NO FENCE OR OBSTRUCTIONS SHALL BE CONSTRUCTED BETWEEN THE EDGE OF RIGHT OF WAY AND/OR TRACTS AND THE WATER METER, BLOWOFF AND FIRE HYDRANT WHICH RESTRICTS ACCESS BY THE ALDERWOOD WATER AND WASTEWATER DISTRICT.

ALDERWOOD WATER & WASTEWATER DISTRICT SEWER EASEMENT

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE ALDERWOOD WATER AND WASTEWATER DISTRICT OVER, UNDER, ACROSS AND UPON TRACT 97, AND THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING SAID TRACT, FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING, AND MAINTAINING THE 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 ALDERWOOD WATER AND WASTEWATER DISTRICT MAINTENANCE AND REPAIR RESPONSIBILITIES.

CONSERVATION EASEMENT

A CONSERVATION EASEMENT IS HEREBY GRANTED, CONVEYED AND DEDICATED TO THE CITY OF MILL CREEK, FOR ITSELF AND ON BEHALF OF THE PUBLIC, IN PERPETUITY, OVER, ACROSS AND UNDER TRACT 97 FOR THE PURPOSE OF IDENTIFYING, PRESERVING AND PROTECTING IN PERPETUITY THE SIGNIFICANT NATURAL, ENVIRONMENTAL, BIOLOGICAL, HABITAT, OPEN SPACE, WETLAND, AND EDUCATIONAL VALUES IN SAID TRACT. THE CITY OF MILL CREEK HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER UPON SAID TRACT FOR ANY PURPOSE NOT INCONSISTENT WITH THIS EASEMENT, TO MAINTAIN SAID TRACT, TO PLACE AND MAINTAIN SIGNS, TO ENJOY ANY ACTIVITY ON OR USE OF WHICH IS INCONSISTENT WITH THIS EASEMENT, AND TO UNDERTAKE OR CAUSE TO BE UNDERTAKEN THE RESTORATION OF SUCH AREAS OR FEATURES AS MAY BE DAMAGED BY ACTIVITIES CONTRARY TO THIS EASEMENT, AND TO REQUIRE THE COSTS THEREOF TO BE PAID BY THE RESPONSIBLE PARTIES.

CONDITIONS, COVENANTS & RESTRICTIONS

1. NO FURTHER SUBDIVISION OF ANY LOT SHALL BE MADE WITHOUT RESUBMITTING FOR FORMAL PLAT PROCEDURE.

2. NO LOT OR PORTION OF A LOT IN THIS PLAT SHALL BE DIVIDED AND SOLD OR RESOLD OR OWNER-SHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL CONTAIN LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT IN WHICH LOCATED.

3. PRIOR APPROVAL MUST BE OBTAINED FROM THE CITY ENGINEER BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES, ARE LOCATED WITHIN ANY DRAINAGE OR UTILITY EASEMENT OR DELINEATED FLOOD PLAIN AREA.

4. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE TO SERVICE AND MAINTAIN ALL DRAINAGE FACILITIES LOCATED ON DRAINAGE EASEMENTS AND TRACTS. THE CITY RESERVES THE RIGHT, BUT NOT THE OBLIGATION TO PERFORM ANY NEEDED INSPECTION, SERVICE AND MAINTENANCE ON THESE DRAINAGE FACILITIES NECESSARY TO INSURE THAT THE DRAINAGE FACILITY IS OPERATING PROPERLY. IT IS THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION TO REIMBURSE THE CITY FOR ANY COST INCURRED, IF APPLICABLE.

5. THE HOMEOWNERS ASSOCIATION IS RESPONSIBLE TO MAINTAIN THE LANDSCAPING IN THE ADJACENT TRAFFIC CIRCLE TO THE SOUTHWEST ON 3RD AVENUE SOUTHEAST AND THE "EMERGENCY ACCESS ONLY" BARRIER AT THE NORTH END ON 3RD AVENUE SOUTHEAST.

6. THE OWNER(S) OF ANY LOT WITHIN THIS PLAT SHALL BE RESPONSIBLE TO PROVIDE ROADSIDE MAINTENANCE TO THE BACK OF CURB ALONG ALL ROADWAY FRONTAGE PER THE 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.

7. NO LINES OR WIRES FOR TRANSMISSION OF ELECTRIC CURRENT OR FOR TELEPHONE USE, CABLE TELEVISION, FIRE OR POLICE SIGNALS OR FOR OTHER PURPOSES SHALL BE PLACED OR PERMITTED TO BE PLACED UPON ANY LOT OR TRACT OUTSIDE THE BUILDINGS THEREON UNLESS THE SAME SHALL BE UNDERGROUND OR IN CONDUIT ATTACHED TO THE BUILDING.

8. THE COST OF CONSTRUCTION AND MAINTENANCE OF ALL ROADS NOT HEREIN DEDICATED AS PUBLIC ROADS SHALL BE THE OBLIGATION OF ALL OF THE OWNERS AND/OR BENEFICIARIES THEREOF AND THE OBLIGATION TO MAINTAIN SHALL BE CONCURRENTLY THE OBLIGATION OF ANY PERSON(S), CORPORATION(S) OR OTHER LEGAL ENTITY IN WHICH TITLE OF THE ROADS MAY BE HELD. THE OBLIGATION FOR PRIVATE ROAD MAINTENANCE AND THE ABILITY TO PLACE LIENS AGAINST OWNERS NOT FULFILLING THEIR MAINTENANCE OBLIGATION SHALL CONSTITUTE A COVENANT THAT TOUCHES AND CONCERNS THE PROPERTY AND RUNS WITH THE LAND AND SHALL BE BINDING ON ALL OF THE OWNERS AND/OR BENEFICIARIES OF THE PRIVATE ROAD AND THEIR ASSIGNS AND SUCCESSORS. IN THE EVENT THAT THE OWNERS OF ANY LOTS SERVED BY THE ROADS OF THIS PLAT SHALL PETITION THE CITY TO INCLUDE THESE ROADS IN THE PUBLIC ROAD SYSTEM, THE PETITIONERS SHALL BE OBLIGATED TO BRING THE SAME TO CITY ROAD STANDARDS APPLICABLE AT THE TIME OF PETITION IN ALL RESPECTS, INCLUDING DEDICATION OF RIGHT OF WAY, PRIOR TO ACCEPTANCE BY THE CITY.

9. TRACT 97 COMPRISES A WETLAND BUFFER AND A CATEGORY II WETLAND, DESIGNATED AS A "NATIVE GROWTH PROTECTION AREA" (NGPA) REGULATED UNDER MCMC CHAPTER 18.06. PRESERVATION AND MAINTENANCE OF THE CRITICAL AREA SHALL BE MANAGED BY JOHN R. KALEAS AND BRUCE W. HORST, THEIR HEIRS, SUCCESSORS AND ASSIGNS, FOR THE BENEFIT OF THE NGPA, EXCEPT THAT ANY STORM DRAINAGE PIPES AND/OR DISCHARGE STRUCTURE AND/OR SWALES THAT HAVE BEEN CONSTRUCTED WITHIN THE WETLAND BUFFER PORTION OF THE NGPA AND/OR ANY DAMAGE TO THE NGPA AS A RESULT OF THESE FACILITIES SHALL BE MAINTAINED, REPAIRED AND/OR RECONSTRUCTED BY THE MAGNOLIA AT MILL CREEK HOMEOWNERS ASSOCIATION, ALL PURSUANT TO APPLICABLE REGULATIONS. ACCESS OR INTRUSION OF ANY KIND INTO THE NGPA IS RESTRICTED AND/OR PROHIBITED UNDER THE CITY OF MILL CREEK MUNICIPAL CODE AND THE CONSERVATION EASEMENT VOLUNTARILY GRANTED HEREIN, WITHOUT LIMITING THE FOREGOING, THE NGPA SHALL BE LEFT IN A NATURAL STATE, NO CLEARING, GRADING, EXCAVATION, FILLING, DUMPING, DISPOSAL, BUILDING CONSTRUCTION OR PLACEMENT, FENCE CONSTRUCTION OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR WITHIN THE NGPA WITHOUT EXPRESS PRIOR APPROVAL BY THE CITY. NO DRAINING, FILLING, DREDGING, DITCHING OR DIKING OF THE WETLAND PORTION OF THE NGPA SHALL OCCUR, AND THE CREATION OF NEW WETLANDS, WATER IMPOUNDMENTS OR WATER COURSES IS PROHIBITED, EXCEPT AS DEEMED NECESSARY BY THE CITY OF MILL CREEK. REMOVAL OF VEGETATION IN THE NGPA SHALL BE LIMITED TO THAT WHICH IS DEAD, DISEASED OR HAZARDOUS. NO TREES SHALL BE REMOVED FROM THE NGPA WITHOUT EXPRESS PRIOR CITY APPROVAL AND UNLESS THEY ARE FIRST DETERMINED BY A LICENSED ARBORIST TO BE HAZARDOUS OR AT RISK OF BLOWING DOWN AND CAUSING UNACCEPTABLE DAMAGE RELATED TO THE NGPA. HUNTING AND/OR TRAPPING AREA PROHIBITED WITHIN THE NGPA. NO ADJUSTMENT TO THE BOUNDARY OF ANY NGPA SHALL OCCUR UNLESS FIRST APPROVED THROUGH A FORMAL REPLAT PROCESS. ADDITIONALLY, AS TO ANY STORM DRAINAGE PIPES AND/OR DISCHARGE STRUCTURE AND/OR SWALES THAT HAVE BEEN CONSTRUCTED WITHIN THE WETLAND BUFFER PORTION OF THE NGPA AND/OR ANY DAMAGE TO THE NGPA AS A RESULT OF THESE FACILITIES, THE CITY OF MILL CREEK HAS THE RIGHT, BUT NOT THE OBLIGATION TO MAINTAIN, REPAIR AND/OR RECONSTRUCT THESE FACILITIES. THE CITY OF MILL CREEK SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO REPAIR DRAINAGE IMPROVEMENTS WITHIN THE NGPA. IT SHALL BE THE RESPONSIBILITY OF JOHN R. KALEAS AND BRUCE W. HORST, THEIR HEIRS, SUCCESSORS AND ASSIGNS AND/OR THE HOMEOWNERS ASSOCIATION TO REIMBURSE THE CITY FOR ALL COSTS INCURRED, AS APPLICABLE.

10. ALL PRIVATE DRAIN AND SEWER EASEMENTS SHOWN HEREON ARE HEREBY GRANTED TO THE BENEFIT OF ALL HOMEOWNERS WHICH ARE SERVICED BY THEM. IT IS AGREED THAT THE COST OF MAINTENANCE, REPAIR OR RECONSTRUCTION OF THAT PORTION OF THE SEWER OR DRAIN USED IN COMMON SHALL BE BORNE IN EQUAL SHARES, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PORTION ABOVE THEIR CONNECTION, AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE STORM DRAIN, THE PARTIES TO THIS AGREEMENT SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE.

11. THE ARTICLES OF INCORPORATION FOR THE MAGNOLIA AT MILL CREEK HOMEOWNERS ASSOCIATION ARE ON FILE WITH THE STATE OF WASHINGTON IN OLYMPIA.



4-11-05

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Mead Gilman & Assoc.

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