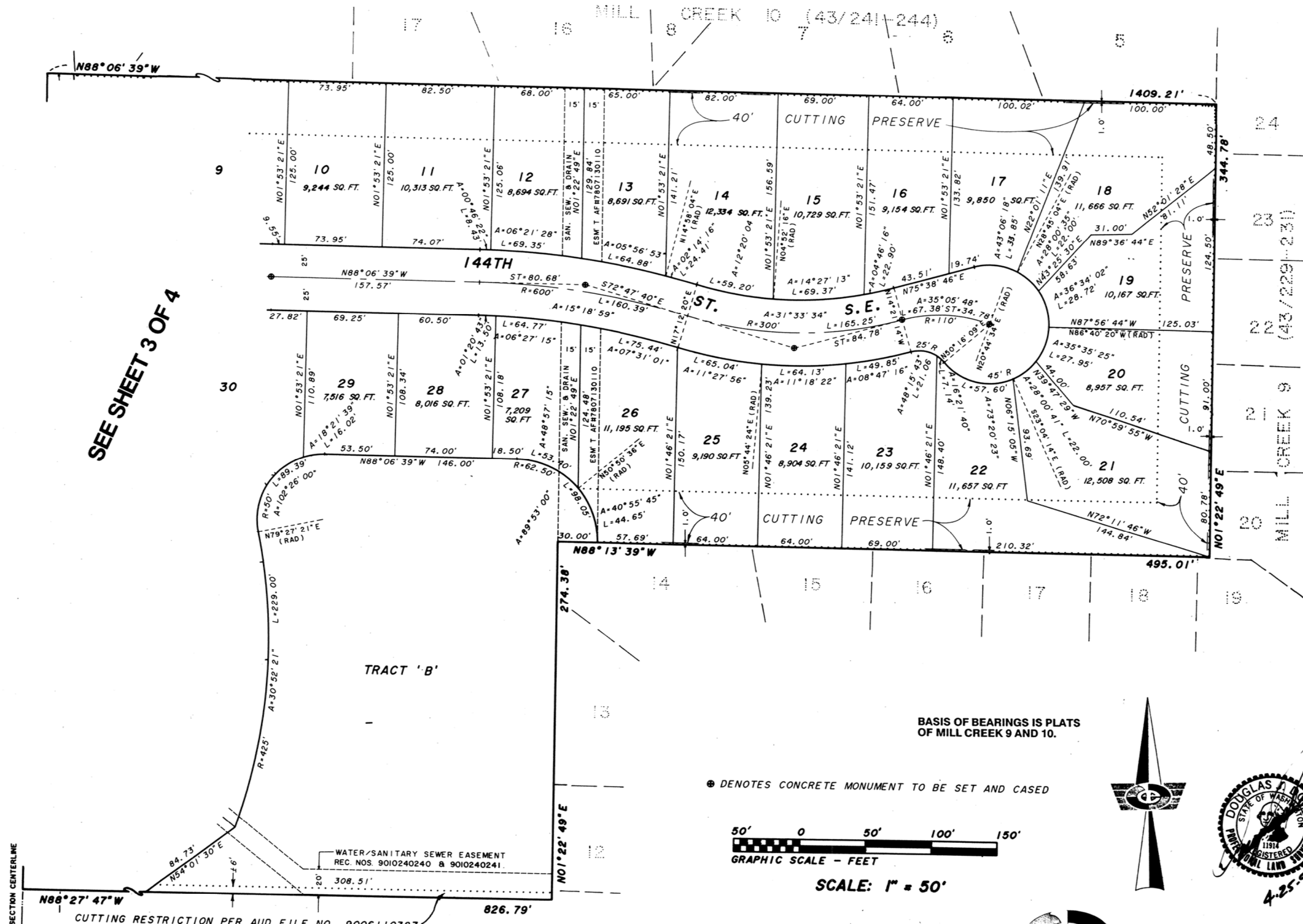


SWEETWATER RANCH

SECTION 31, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.
CITY OF MILL CREEK, SNOHOMISH COUNTY WASHINGTON



SWEETWATER RANCH

SECTION 31, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.
CITY OF MILL CREEK, SNOHOMISH COUNTY WASHINGTON

DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, owners in fee simple of the lands hereby platted, do hereby declare this plat and dedicate to the use of the public forever, all streets and avenues shown hereon for all public purposes, not inconsistent with the use thereof for public highway purposes, together with the right to make any necessary slopes for cuts and fills in the reasonable, original grading of the streets and avenues shown hereon.

DALLY HOMES, INC.

WASHINGTON FEDERAL SAVINGS & LOAN
ASSOCIATION

BY: Marilyn Donogh BY: Sandra K. Forst
Its Vice President Its Asst. Vice President

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

This is to certify that on this 19 day of April, 1991, before me the undersigned, a Notary Public, personally appeared Marilyn Donogh, to me known to be the Vice President of DALLY HOMES, INC., a Washington Corporation, the corporation that executed the within dedication and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes mentioned therein and on oath, stated that she was authorized to do so on behalf of said corporation.

WITNESS my hand and seal the day and year in this certificate first above written.

Smilla F. Wagner
Notary Public in and for the State of Washington
My commission expires July 16, 1994

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

This is to certify that on this 29 day of April, 1991, before me the undersigned, a Notary Public, personally appeared Sandra K. Forst, to me known to be the Asst. Vice President of WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION, a Washington Corporation, the corporation that executed the within dedication and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed for the uses and purposes mentioned therein and on oath, stated that she was authorized to do so on behalf of said corporation.

WITNESS my hand and seal the day and year in this certificate first above written.



Lorelei R. Stoves
Notary Public in and for the State of Washington
My commission expires 4-11-95

OWNER'S COVENANT

The owner releases, indemnifies and holds the City of Mill Creek harmless from any and all claims for damages or injunctive relief of whatever nature from construction, operation and maintenance of the public improvements throughout the term of the owner's maintenance obligation as described in Chapter 16.16 of the Mill Creek Municipal Code.

DEDICATION OF COMMON AREAS

The owners herein, in recording this Plat, have designated as common areas, those certain tracts of land shown as Tracts A, B and C, which are owned in common by the owners of all of the lots within this Plat. Tracts A and B are designated as enhanced wetlands. Tract C is intended for use by the owners of property within this plat for recreation and related activities as more fully provided in the Declaration of Restrictive Covenants for the Sweetwater Ranch Homeowner's Association recorded

EASEMENT PROVISIONS

An easement is hereby reserved and granted to the City of Mill Creek, Public Utility District No. 1 of Snohomish County, Washington Natural Gas Company, Silver Lake Water District, the Franchised Television Cable Company and General Telephone Company of the Northwest, their respective successors and/or assigns, under and upon the exterior ten (10) feet of all lots, parallel with and adjoining the public rights-of-way as dedicated hereon, in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving this subdivision and other property with electric, telephone, cable television, natural gas, water, sewer, storm drainage and any other utility which is reasonable and necessary for a residential subdivision. Furthermore, the ten (10) foot strip may be utilized by the City for necessary roadway slopes for cuts and/or fills. Said beneficiaries shall be under an obligation to obtain written consent for installation of utilities in an easement area from the ownerships of the properties to be affected.

Also, each lot, including Tract C, is subject to an easement 2.5 feet in width parallel and adjoining all side and rear lot lines which adjoin another lot or tract and five (5) feet in width parallel with and adjacent to all rear lot lines not adjoining another lot or tract for the purposes stated above. Provided however, the grant of easements along said rear and side lot lines is subject to the condition that in the event transferees from Dally Homes, Inc. of more than one lot in this plat on a contiguous basis, own or hold said lots for the purpose of constructing buildings thereon, which buildings would cross platted lot lines such construction shall be permitted irrespective of the existence of the plat easement contained in this paragraph, provided such easement areas have not been utilized for their easement purposes to receive lines or utilities at the time such construction is sought by such ownership and a building permit applied for. The issuance of a building permit for such construction will constitute an extinguishment as to that portion occupied by the structure. Provided further, no utilities or lines shall be installed by the beneficiaries of the easement in the side lot areas or rear lot areas without first obtaining from owners of lots in the plat holding contiguous lots, written consent to such installing. Subsequent transferees from the grantees of Dally Homes, Inc. shall have the same rights with respect to property which is held on a contiguous basis in the event that such easement areas have not been utilized by the beneficiaries named in the first paragraph. Further, no application for a lot line adjustment will be approved affecting any side or rear lot line of this plat, which is subject to the above easements until provisions, including but not limited to, the relocation of any utilities within said easements, have been made to the satisfaction of the beneficiaries thereof as evidenced by written notice to the City of Mill Creek, and upon approval by the City of Mill Creek of such application, any such easement as granted by this plat will automatically extinguish and be replaced by an easement of equal status in every respect as those granted by this plat along any new side or rear lot lines so created.

The Sweetwater Ranch Homeowner's Association shall have the responsibility for operation and maintenance of all drainage facilities within Tracts A and B, as shown on this Plat. In the event they neglect to perform the maintenance on the drainage facilities, the City of Mill Creek reserves the right, but not the obligation, to perform said maintenance. The City is hereby granted the right of ingress and egress to and from said Tracts A and B for the purpose of performing said maintenance.

The cost of any drainage maintenance performed by the City of Mill Creek shall be borne by the Sweetwater Ranch Homeowner's Association and shall include all costs and expenses of said maintenance, including any attorney's fees incurred by the City in connection therewith. The City is hereby granted the right to file a lien upon Tracts A and B for monies due the City pursuant to these covenants and shall be entitled to use any means permitted by law to enforce and collect such monies due and owing.

The water/sanitary sewer easement over Lots 34, 35 and Tract B as depicted on this Plat, is hereby granted to the Silver Lake Water District, its successors and/or assigns.

An easement is hereby granted in favor of the Sweetwater Ranch Homeowner's Association, for landscaping and related purposes within the fifty (50) foot cutting preserve shown on lots 1 and 50. Said Homeowner's Association will have the responsibility for maintenance of said easement.

An easement is hereby granted in favor of the Sweetwater Ranch Homeowner's Association, for landscaping and fencing purposes over the exterior two (2) feet of lots 1 and 50 lying between the road margins and the fifty (50) foot cutting preserve. Said Homeowner's Association will have the responsibility for maintenance of said easement.

An easement is hereby granted to the Snohomish County P.U.D., its successors and/or assigns, over the westerly twelve (12) feet, parallel with SR 527, of Lot 1 of this Plat.

The drainage easements within lots 30, 31, and 39 are hereby granted to the City of Mill Creek. The Sweetwater Ranch Homeowner's Association will have responsibility for the maintenance of all drainage facilities within said drainage easements.

CITY TREASURER'S CERTIFICATE

I hereby certify that there are no delinquent special assessments and that all special assessments on any of the property herein, contained as dedicated streets, alleys or for other public purposes are paid in full this 1st day of May, 1991.

Michelle Schatz
Treasurer, City of Mill Creek

COUNTY TREASURER'S CERTIFICATE

I hereby certify that all state and county taxes heretofore levied against any of the property described herein, according to the books and records of my office, have been fully paid and discharged, including 1991 taxes.

RESTRICTIONS

No lot or portion of any lot in this plat shall be divided and sold or resold or ownership 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. No further subdivision of any lot shall be allowed without submitting for formal plat procedure.

No drainage waters on any lot or lots shall be diverted or blocked from their natural course so as to discharge upon any public or private 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.

No lines or wires for transmission of electric current or for telephone use, cable television, or 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.

This plat shall comply with the conditions of approval set forth in Resolution No. 90-108 of the City of Mill Creek, adopted on the 28th day of March, 1990.

The owners of all lots containing a cutting preserve as shown on this Plat as well as on the approved Tree Preservation Plan for this Plat, are prohibited from cutting or clearing trees in said Preserve areas except as the same may be deemed a danger and/or as the same may become diseased, or as cutting or clearing may be required for the installation or maintenance of utilities upon approval by the City of Mill Creek. In the event that any trees indicated for preservation on the Tree Preservation Plan are unavoidably damaged or destroyed, they shall be replaced with two trees for every one lost. Replacement trees shall be an evergreen species with a minimum height at planting of 10-12 feet. Clearing and grubbing of understory vegetation in the Cutting Preserves is permissible when replaced with supplemental indigenous planting including sod.

The south six (6) feet, more or less, of Lots 35 through 39 and of Tracts A and B, as conveyed to Wallace and Madeline Andersen by deed recorded under A.F. No. 9006110387, is subject to the following condition: "Evergreen trees greater than 8 inches in diameter and deciduous trees greater than 12 inches in diameter shall be saved and protected from encroachments by vehicles, earthmoving equipment, and otherwise saved and protected by the property owner. Clearing and grubbing of understory vegetation is permissible when replaced with supplemental plantings, including sod. Should a tree, identified to be saved, subsequently be determined to be dead, dying, diseased, unstable, or unsafe, then it may be removed but must be replaced by an evergreen tree (6 feet to 8 feet in height)."

No structures are permitted within fifty (50) feet of the edge of the wetlands contained within Tracts A and B of this Plat.

APPROVALS

I hereby certify that this plat complies with the conditions set forth by the Mill Creek City Council, and is duly approved this 1st day of May, 1991.

Linda S. Casperly
Mayor, City of Mill Creek

Michelle Schatz
City Clerk

Examined and approved this 2nd day of May, 1991.

William J. Williams
Mill Creek City Engineer

Examined and approved this 3rd day of May, 1991.

William J. Williams
Director of Community Development

RECORDING CERTIFICATE

9105065002 27/26

Filed for record at the request of the CITY OF MILL CREEK this 6 day of May, 1991 at 28 minutes past 12 P.M. and recorded in Volume 52 of Plats, pages 31 through 34, records of Snohomish County, Washington.

Dean V. Williams
Snohomish County Auditor

By: Linda Russell
Deputy Snohomish County Auditor



SWEETWATER RANCH

SECTION 31, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.
CITY OF MILL CREEK, SNOHOMISH COUNTY WASHINGTON

LAND SURVEYOR'S CERTIFICATE

I, Douglas J. Dodds, Professional Land Surveyor, do hereby certify that this Plat of SWEETWATER RANCH was prepared under my direct supervision based on an actual field survey; that the distances and courses are shown correctly hereon; that the monuments will be set and the lot corners (except front corners bordering interior streets) will be set correctly on the ground; that there will be tacks set in lead in the curbs on the extension of the sidelines of all interior lots; that the legal description is a full and correct description of the lands to be divided and that I have fully complied with the provisions of the platting regulations.

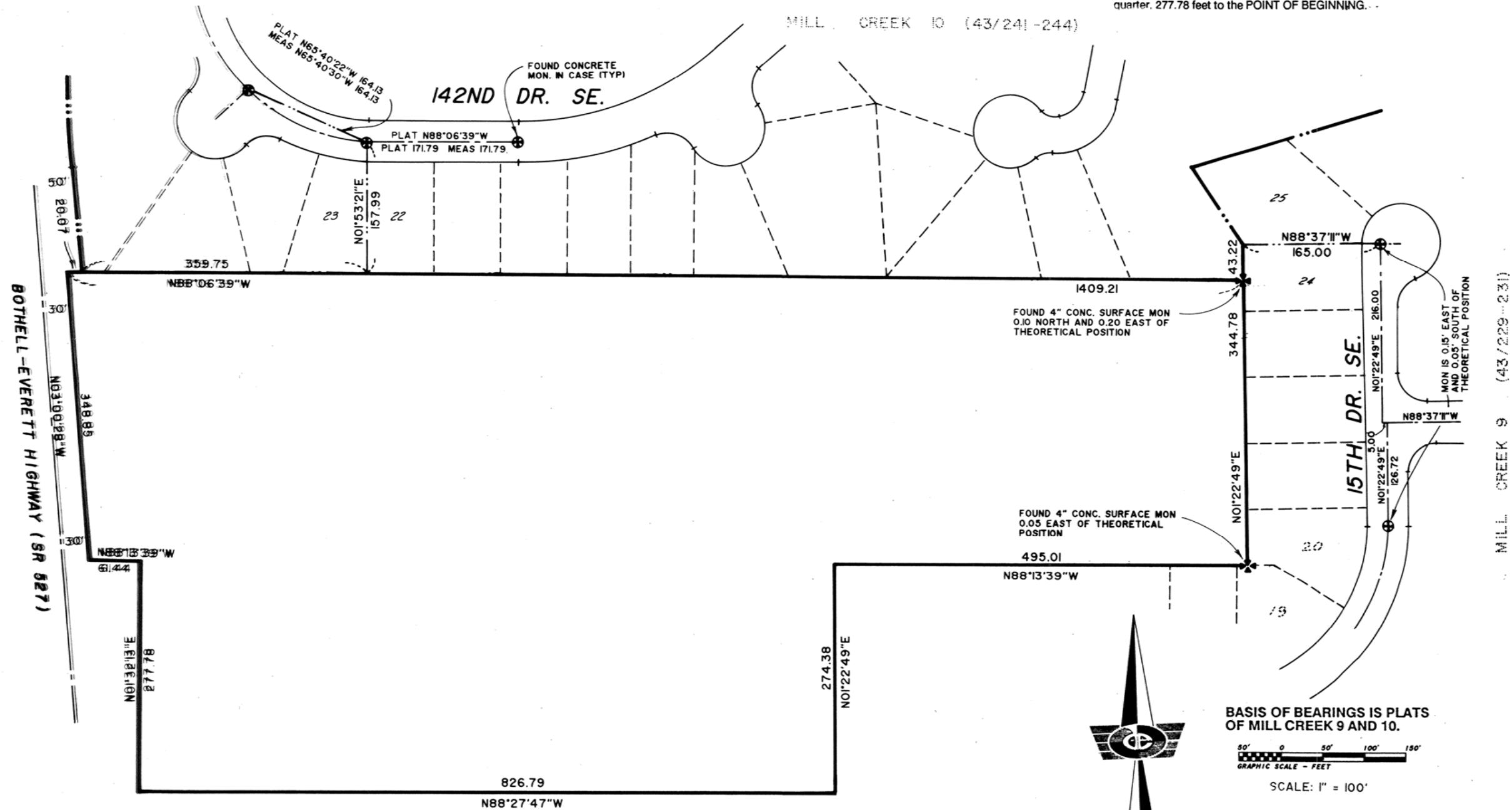


Douglas J. Dodds, P.L.S.
Washington Certificate No. 11914

LEGAL DESCRIPTION

Those portions of the northwest quarter of the southeast quarter and the northeast quarter of the southwest quarter and the southwest quarter of the southeast quarter of Section 31, Township 28 North, Range 5 East, W.M., in Snohomish County, Washington, described as follows:

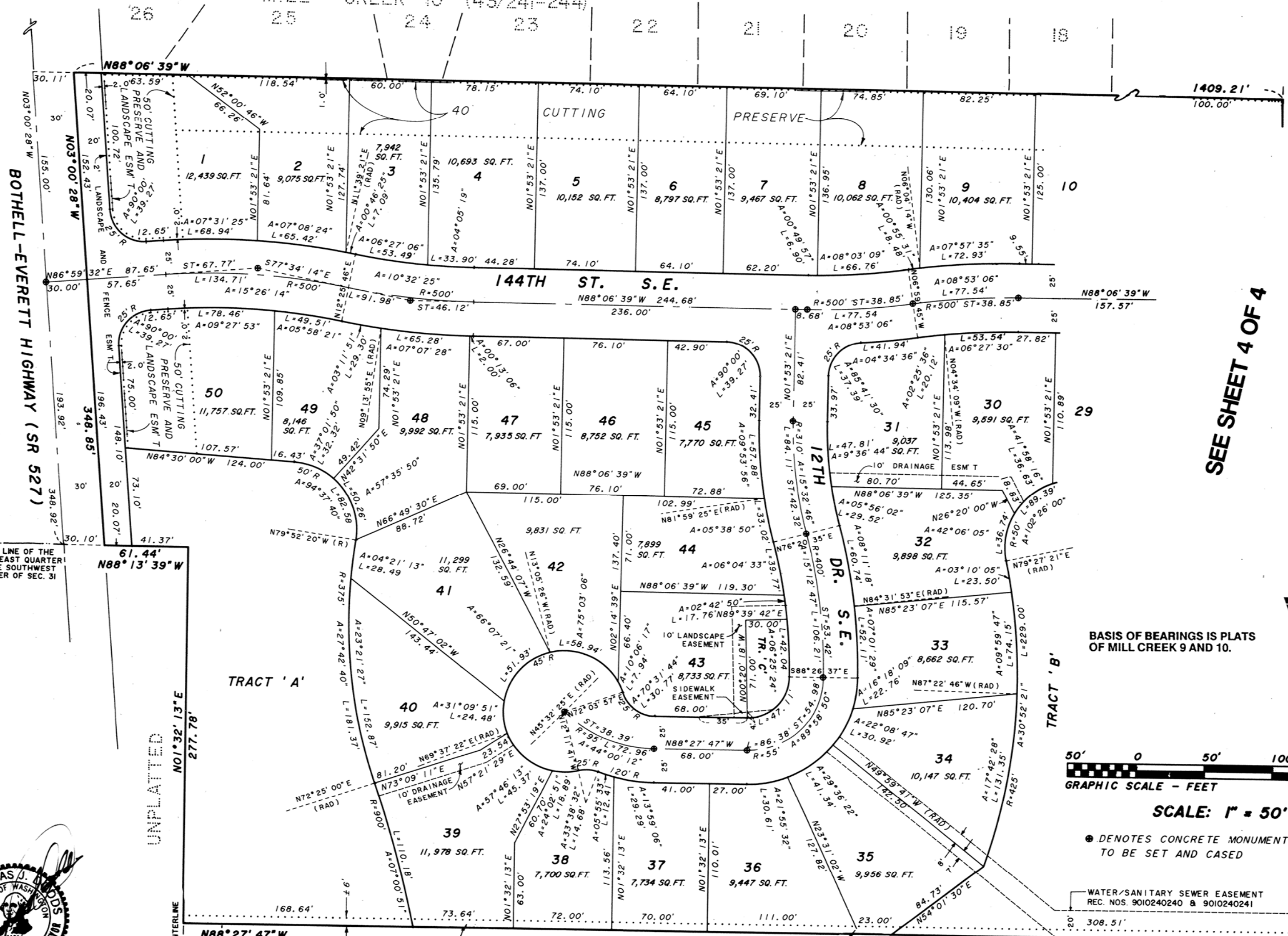
BEGINNING at the intersection of the west line of the southwest quarter of the southeast quarter of said Section 31 with the westerly extension of the north line of Tract 273, Mill Creek - 9, according to the plat thereof recorded in Volume 43 of Plats, pages 229 through 231, inclusive, in Snohomish County, Washington; thence S88°27'47"E, along said westerly extension and said north line, 826.79 feet to the west line of Lot 11 of said Plat; thence N01°22'49"E, along the west line of said Lot 11 and of Lots 12, 13, and 14 of said plat, 274.38 feet to the northwest corner of said Lot 14; thence S88°13'39"E, along the north line of Lots 14 through 19 of said plat, 495.01 feet to the southwest corner of Lot 20 thereof; thence N01°22'49"E, along the west line of Lots 20 through 24 of said plat, 344.78 feet to the southeast corner of Lot 5, Mill Creek - 10, according to the plat thereof recorded in Volume 43 of Plats, pages 241 through 244, inclusive, in Snohomish County, Washington; thence N88°06'39"W, along the south line of said Mill Creek - 10, a distance of 1,409.21 feet to the easterly margin of the Bothell-Everett Highway (also known as State Road 527); thence S03°00'28"E, along said easterly margin, 348.85 feet to the south line of the northeast quarter of the southwest quarter of said section 31; thence S88°13'39"E, along said south line, 61.44 feet to the northwest corner of the southwest quarter of the southeast quarter of said section; thence S01°32'13"W, along the west line of said southwest quarter of the southeast quarter, 277.78 feet to the POINT OF BEGINNING.



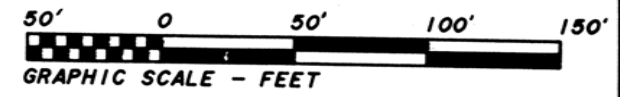
SWEETWATER RANCH

SECTION 31, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.
CITY OF MILL CREEK, SNOHOMISH COUNTY WASHINGTON

MILL CREEK 10 (43/241-244)



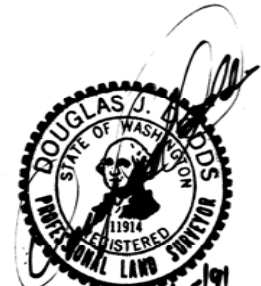
SEE SHEET 4 OF 4



SCALE: 1" = 50'

● DENOTES CONCRETE MONUMENT TO BE SET AND CASED

WATER/SANITARY SEWER EASEMENT REC. NOS. 9010240240 & 9010240241



UNPLATTED

TR 273

CUTTING RESTRICTION PER AUD FILE NO. 9006110387

826.79'