

KECHLOIAN SHORT SUBDIVISION NO. SP-96-01
NE 1/4, SE 1/4, SEC. 27, TWN. 28N, RGE. 4E W.M.
CITY OF MOUNTLAKE TERRACE, SNOHOMISH COUNTY, WASHINGTON

DECLARATION

Know all persons by these presents:

That we, the undersigned, having an interest in the real property described by this declaration, do hereby declare the herein described division of land approved as Short Plat Number SP-96-01 on this 15th day of November 1999 by the Department of Community Development of the City of Mountlake Terrace, subject to the following covenants and conditions:

- (i) The land described by this declaration may not be further subdivided in any manner exceeding a total of four parcels by anyone within five years of the above date of approval without a final plat, having been filed for record with the auditor of Snohomish County, Washington, pursuant to the provisions of Chapter 58.17 RCW, and the ordinances of the City of Mountlake Terrace, and subject to the penalties attendant thereto;
- (ii) All subsequent deeds will contain provisions for private roads in the manner described herein;
- (iii) All maintenance of any private road described by this declaration shall be by the owner(s) of the parcels having legal access therefrom or their successor(s), unless and until such roads are improved to the City of Mountlake Terrace standards and accepted by the City of Mountlake Terrace;
- (iv) Any private road will be subject to a utilities easement in favor of the City of Mountlake Terrace or the City of Mountlake Terrace's successor(s) and of any electric, telephone, television cable, gas, water, or sewer company, public or private, or the successor(s) to install, construct, operate, maintain, alter, and repair their respective utilities, together with the right of ingress and egress for said purposes; PROVIDED, that if the road should become a public road at sometime in the future, all easements within the road shall become null and void, and any utility facilities which physically exist shall become subject to the franchise requirements of the City;
- (v) With respect to any private road described by this declaration, whether it remains private or becomes a public road, there is the additional right granted in favor of the City of Mountlake Terrace to make all necessary slopes for cuts and fills; and the right to continue to drain said roads and ways over and across any lot or lots where the water might take a natural course upon reasonable grading pursuant to improvement for dedication of the roads and ways shown herein. Following reasonable grading pursuant to improvements for dedication of the roads and ways shown herein, 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 hamper proper road drainage, without the approval of the City of Mountlake Terrace;
- (vi) All landscaped areas in public rights-of-way shall be maintained by the owner(s) and their successor(s) and must be reduced or eliminated at the request of the City if deemed necessary for City road purposes;
- (vii) Drainage, water and sanitary sewer easements designated on the short plat are private easements, except as otherwise indicated, for the right of ingress and egress and the right to excavate, construct, operate, maintain, repair and/or rebuild an enclosed or open channel stormwater conveyance system and/or other drainage facilities, water conveyance systems and sanitary sewer conveyance systems, over, under, upon or through the said easements, with reciprocal rights for both lots as shown herein and with maintenance responsibilities for all appurtenant facilities related to the drainage of stormwater, conveyance of water and conveyance of sanitary sewer to be shared equally between the owner(s) and their successor(s) of both lots.

These covenants are for the mutual benefit of the grantor and his heirs, successors and assigns and are for the further purpose of compliance with the ordinances and regulations of the City of Mountlake Terrace, and the City and such persons are specifically given the right to enforce these restrictions and reservations by injunction or other lawful procedure and to recover any damages resulting from such violation.

DATED this 15th day of October, 1999.

DEDICATION

Know all persons by these presents that Jay Kechloian, the undersigned owner, in fee simple of the land hereby short subdivided, of Short Plat File Number SP-96-01, and N/A the mortgagee thereof, hereby declare this short plat and dedicate to the use of the public forever all streets, avenues, places and sewer easements or whatever public property there is shown on the short plat, and the use for any and all public purposes not inconsistent with the use thereof for public highway purposes. Also, the right to make all necessary slopes for cuts and fills upon lots, blocks, tracts, etc., shown on this short plat in the reasonable original grading of all the streets, avenues, places, etc., shown hereon. Also, the right to drain all streets over and across any lot or lots where water might take a natural course after the street or streets are graded. Also, all claims for damage against any governmental authority are waived which may be occasioned to the adjacent land by the establishment, construction, drainage and maintenance of said roads. 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 to hamper proper road drainage. The owner of any lot or lots, prior to making an alteration in the drainage system after the recording of the short plat, must make application to and receive approval from the City of Mountlake Terrace for said alteration. Any enclosing drainage waters 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, after acquiring a culvert permit from the City of Mountlake Terrace for said alteration, and subject to any other existing permitting requirements therefor. Lots A and B are allowed access to 212th St. SW from a common approach located within the ingress and egress easement, as shown on this plat. That said dedication to the public shall in no way be construed to permit a right of separate and direct access to 212th St. SW from Lots A and B nor shall the City of Mountlake Terrace or any other local governmental agency within which the property is or may become located ever be required to grant a permit to build or construct a separate and direct access of approach to said street from said lots.

IN WITNESS WHEREOF, we set our hands and seals this 28th day of September, 1999.

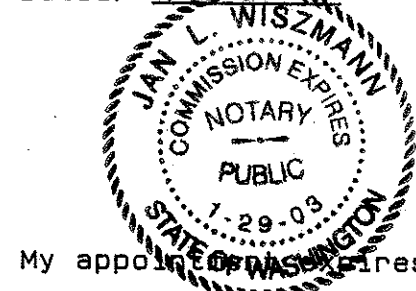
By: [Signature]

ACKNOWLEDGEMENTS

State of Washington) ss
County of Snohomish)

I certify that I know or have satisfactory evidence that JAY KECHLOIAN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-28-99



[Signature]
Signature
Notary Public in and for
the State of Washington
Residing at Edmonds, WA
(Title)

My appointment expires 1-29-2003

9-22-99

LEGAL DESCRIPTION

ORIGINAL PARCEL
The North half of the North half of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 27, Township 27 North, Range 4 East, W.M.;

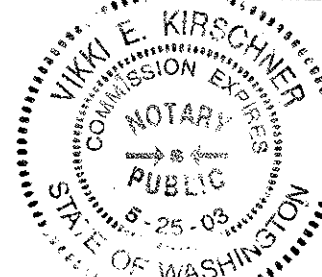
EXCEPT that portion described as follows:
BEGINNING at the Northwest corner of said subdivision; thence East parallel with the North line of said subdivision, a distance of 338.71 feet; thence South parallel with the West line of said subdivision for 30 feet; thence East parallel with the North line of said subdivision for 109 feet; thence South parallel with the West line of said subdivision a distance of 135.48 feet; thence West parallel with the North line of said subdivision a distance of 447.71 feet to the West line of said subdivision; thence North along said West line a distance of 165.98 feet to the TRUE POINT OF BEGINNING; and

ALSO EXCEPT that portion thereof conveyed to the City of Mountlake Terrace for road purposes by Deed recorded under Recording Nos. 8006260085 and 9012210153.

(ALSO BEING KNOWN AS a portion of Tract 9, LYNNWOOD ACRES, according to the unrecorded Plat thereof.)

I CERTIFY THAT I KNOW OR HAVE EVIDENCE THAT Connie L. Fessler IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT, ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF THE CITY OF MOUNTLAKE TERRACE, A MUNICIPAL CORPORATION, TO BE THE FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED: 10-15-99 Vikki Kirschner
VIKKI KIRSCHNER
PRINTED NAME
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT: Seattle, WA.
MY APPOINTMENT EXPIRES: 5-25-03



APPROVAL

I hereby approve this short subdivision and find from the file that the short plat meets all applicable zoning and land use controls, and make appropriate provisions for the public health, safety and general welfare. Approved this 15 day of Oct 15, 1999.

Connie L. Fessler
City Manager
Connie L. Fessler
Signature

APPROVAL OF SAID DOCUMENT DOES NOT CONSTITUTE A TRANSFER OF OWNERSHIP. IT IS THE RESPONSIBILITY OF THE PROPERTY OWNERS TO COMPLETE THE CONVEYANCE PROCESS.

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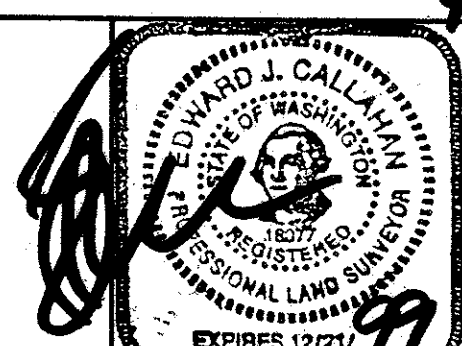
28/205F AUDITOR'S FILE NO. 199910185DD3

AUDITOR'S CERTIFICATE

Filed for record at the request of Jay Kechloian this 15th day of October, 1999 at 47 minutes past 10 A.M. and recorded in Vol. _____ of Short Plats, page _____ records of Snohomish County, Washington.
Bob Tenswiller Auditor
Beverly Case Deputy County Auditor

SURVEYOR'S CERTIFICATE

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Survey Recording Act at the request of JAY KECHLOIAN in SEPTEMBER, 1999
Ed Callahan
Certificate No. 18077



C & C SURVEYING

4509 243rd Place S.W. Mountlake Terrace, WA 98043
(425)673-7502 (206)523-1654

KECHLOIAN SHORT PLAT SP-96-01

4206 212TH ST. S.W.

CITY OF MOUNTLAKE TERRACE

DRAWN BY: JUH	DATE: 9/20/99	JOB NO. 115-95
MAP FILE: 11595SP1	SCALE: AS NOTED	SHEET 1 OF 3

KECHLOIAN SHORT SUBDIVISION NO. SP-96-01
NE 1/4, SE 1/4, SEC. 27, TWN. 28N, RGE. 4E W.M.
CITY OF MOUNTLAKE TERRACE, SNOHOMISH COUNTY, WASHINGTON

WATER UTILITY EASEMENT Is hereby reserved for and granted to the City of Mountlake Terrace, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City", conditioned upon the following terms, conditions, and covenants;

- (1.) An exclusive, perpetual easement across, along, in, upon, and under the Grantor's property designated on the short subdivision for the purpose of constructing, reconstructing, operating, maintaining, and repairing the water utility line(s) and appurtenances attached thereto, but specifically excluding fire lines, check valves, and other fire line appurtenances, and specifically excluding water service lines between City meter and structure being served, together with the right of ingress and egress from said property and across adjacent property of the Grantor for the purpose of piling dirt and providing trench stabilization during the construction, reconstruction, operation, and repair of the aforesaid improvement or facility.
- (2.) The Grantor and the City shall at all times conduct their respective activities and all other activities conducted on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements, or other facilities, now or hereafter maintained upon or adjacent to the easement, or in any way interfere with, obstruct or endanger the Grantor's or the City's use of the easement.
- (3.) The Grantor hereby authorizes the City to cut, trim, and remove any and all brush, trees, and other vegetation or debris which, in the City's reasonable judgement, constitutes a hazard to the normal use of the water utility line(s) and appurtenances attached thereto within the easement, along with the right of access for such purposes.
- (4.) The Grantor agrees that title to all brush, trees, and other vegetation or debris trimmed, cut and removed from the easement pursuant to this Agreement, and where all brush, trees, and other vegetation or debris trimmed, cut and removed from the Grantor's land pursuant to this Agreement is vested in the City, and that the consideration paid for conveying said easement and rights herein described is accepted as full compensation for the exercise of any said rights.
- (5.) The Grantor does release, indemnify, and promise to defend and save harmless the City, its officers, employees and agents from and against any and all liability, loss, damage, expense, actions, and claims, including costs and reasonable attorney's fees incurred by the City, its officials, employees and agents in defenses thereof, asserting or arising directly or indirectly on account of or out of any act or omission of Grantor, its agents, contractors, licensees, invitee, or employees upon or within the above-described easement. This paragraph does not purport to indemnify the City against liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the negligence of the City, its officers, employees and agents.
- (6.) The Grantor covenants to and with the City that the Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same.
- (7.) The Grantor agrees that the rights and obligations of the Grantor and City shall inure to the benefit of and be binding upon their respective heirs, successors and assigns.

STORM WATER QUALITY UTILITY EASEMENT

GRASS LINED SWALE MAINTENANCE

Grass-lined swales designed for bio-filtration must be functional at all times. Improper functioning, including channel hydraulics, vegetation, erosion, sediment deposition, and inlet-outlet structures must be repaired within 15 days. The property owner is responsible for all maintenance work. A Designated City Official will inspect swales periodically and may require additional maintenance work. If the property owner fails or refuses to perform maintenance work, the City will perform the work and the property owner will be liable for payment of all labor, equipment, materials, administration, and legal costs of the maintenance work.

MAINTENANCE PROCEDURES

- (1.) Grass must be maintained at all times. Eroded grass-lined swales must be revegetated within 15 days. Eroded areas or gullies will be filled with sufficiently compacted topsoil and must be seeded or covered with sod and pinned in place. Seeding or sodding must be done in accordance with Mountlake Terrace Engineering Standards.
- (2.) Sediment or debris will be carefully removed by hand, without causing any erosion.
- (3.) Channel hydraulics must be maintained. Slope and bank failures must be corrected to provide designed conveyance capacity. All earthwork must be compacted, then seeded or sodded. During channel improvement work, by-pass flow around the work site.
- (4.) Absolutely no dumping is allowed in the swales. Grass-lined swales must not be used for any other activities which may impact the swale, grass, energy dissipators, water quality, and inlet-outlet structures.
- (5.) Clogged inlets or outlet pipes must be cleaned to assure the designed flow rate.
- (6.) Grass must be mowed as necessary to maintain height between two inches and nine inches. Cut grass shall be removed from the swale.

Each lot of this short plat has an undivided equal interest in and the responsibility for maintenance and liability for damage due to failure or lack of maintenance of the private roadway contained within said short plat. If the owners of lots within the short plat fail to maintain the road to a degree that prohibits access by emergency vehicles (as determined by the City of Mountlake Terrace in its sole discretion), said City reserves the right to repair the roadway. Any and all costs of repair and applicable administrative costs incurred by the City shall be paid by the owners of the lots within thirty (30) days of billing by said City. In the event such costs are not fully paid within thirty (30) days of billing by the City of Mountlake Terrace as aforesaid, said City shall have the right to file a lien against all said lots in the total amount of any unpaid costs as aforesaid, which said lien may be foreclosed in the manner provided by the laws of the State of Washington for the foreclosure of liens of mechanics or materialmen. Each provision of this paragraph shall constitute an agreement running with the land, and bind the respective lot owners, their heirs, administrators, successors and assigns.

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AUDITOR'S FILE NO. _____

KECHLOIAN SHORT PLAT SP-96-01
4206 212TH ST. S.W.
CITY OF MOUNTLAKE TERRACE

DRAWN BY: JJH	DATE: 9/20/99	JOB NO. 115-95
MAP FILE: 11595SP2	SCALE: AS NOTED	SHEET 2 OF 3

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COPY
ORIGINAL ON FILE IN THE
COUNTY AUDITOR'S OFFICE

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