

DECLARATION OF SHORT SUBDIVISION AND OF COVENANTS, RESTRICTIONS AND DEDICATION**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT I, THE UNDERSIGNED, HAVING AN INTEREST IN THE REAL PROPERTY DESCRIBED BY THESE DECLARATION, DO HEREBY DECLARE THE HEREIN DESCRIBED DIVISION OF LAND APPROVED AS SHORT PLAT NUMBER SP-95-07 BY THE CITY OF MOUNTLAKE TERRACE, SUBJECT TO FOLLOWING COVENANTS AND RESTRICTIONS:

1. A 10 FOOT SEWER EASEMENT IS ESTABLISHED ON LOT 2 AS SHOWN ON THE FACE OF THE PLAT FOR PRIVATE SANITARY SEWER EASEMENT TO BENEFIT LOT 1.
2. A 10 FOOT WATER LINE EASEMENT IS ESTABLISHED ON LOT2 AS SHOWN ON THE FACE OF PLAT FOR WATER SERVICE LINE EASEMENT TO BENEFIT LOT 1.
3. AN EXCLUSIVE PERPETUAL 20' EASEMENT FOR STORM WATER INFILTRATION FACILITIES IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MOUNTLAKE TERRACE, A MUNICIPAL CORPORATION UNDER THE LAWS OF THE STATE OF WASHINGTON; ALONG IN, UPON AND UNDER THE PROPERTY DESIGNATED ON THE SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, AND REPAIR THE STORM DRAINAGE FACILITIES UPON THE FAILURE OF THE LOT OWNER(S) TO PERFORM AS SET FORTH IN THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:
 - A. THE LOT OWNER(S) AND THE CITY AT ALL TIMES CONDUCT THEIR RESPECTIVE ACTIVITIES AND ALL OTHER ACTIVITIES CONDUCTED ON SAID 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 THEIR EASEMENT, OR IN ANY WAY INTERFERE WITH, OBSTRUCT OR ENDANGER THE OWNER(S) OR THE CITY'S USE OF THE EASEMENT;
 - B. THE LOT OWNER(S) AGREE TO INSPECT THE STORM INFILTRATION FACILITIES ON A REGULAR BASIS, BUT NOT LESS THAN ONCE A YEAR. THE OWNER(S) AGREE TO CORRECT ALL DEFECTS OR DEFICIENCIES FOUND IN A TIMELY MANNER;
 - C. THE LOT OWNER(S) AGREE TO ASSUME FULL RESPONSIBILITY FOR THE COSTS ASSOCIATED WITH THE CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING OR REPAIR, AND INSPECTION OF STORM INFILTRATION FACILITIES AS NEEDED TO MAINTAIN THE SAME SIZE, SHAPE, AND LOCATION.
 - D. THE LOT OWNER(S) AGREE TO MAINTAIN SAID STORM INFILTRATION FACILITIES TO THE SATISFACTION OF THE CITY IN A TIMELY MANNER.
 - E. ANY AND ALL COSTS OF CONSTRUCTION, RECONSTRUCTION, OPERATING, AND REPAIR AND APPLICABLE ADMINISTRATIVE COSTS INCURRED BY THE CITY SHALL BE PAID BY THE LOT OWNER(S) 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 THIS FORECLOSURE OF LIENS OF MECHANICS OR MATERIALMEN.
 - F. THE LOT OWNER(S) AGREE THAT THE RIGHTS AND OBLIGATIONS OF THE LOT OWNER(S) AND CITY SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THEIR HEIRS, SUCCESSORS AND ASSIGN.
4. AN EXCLUSIVE PERPETUAL 10' SEWER UTILITY EASEMENT IS HEREBY OFFERED FOR DEDICATION ACROSS, ALONG, IN, UPON, AND UNDER THE PROPERTY DESIGNATED ON THE SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, AND REPAIRING THE SEWER UTILITY LINE(S) AND APPURTENANCES ATTACHED THERETO, BUT SPECIFICALLY EXCLUDING SANITARY (SIDE) SEWER SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FROM SAID PROPERTY AND ACROSS ADJACENT PROPERTY OF THE LOT OWNER(S) FOR THE PURPOSE OF PILING DIRT AND PROVIDING TRENCH STABILIZATION DURING CONSTRUCTION, RECONSTRUCTION, OPERATION, AND REPAIR OF THE AFORESAID IMPROVEMENT OR FACILITY. THIS EASEMENT IS GRANTED SUBJECT TO AND CONDITIONED UPON THE FOLLOWING TERMS, CONDITIONS, AND COVENANTS:
 - A. THE LOT OWNER(S) AND THE CITY SHALL AT ALL TIMES CONDUCT THEIR RESPECTIVE ACTIVITIES AND ALL OTHER ACTIVITIES CONDUCTED ON LOT OWNER(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 LOT OWNER(S) OR THE CITY'S USE OF THE EASEMENT.
 - B. THE LOT OWNER(S) HEREBY AUTHORIZES THE CITY TO CUT, TRIM, 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 SEWER UTILITY LINE(S) AND APPURTENANCES ATTACHED THERETO WITHIN THE EASEMENT, ALONG WITH THE RIGHT OF ACCESS FOR SUCH PURPOSES.

- C. THE LOT OWNER(S) 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 LOT OWNER(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.
 - D. THE LOT OWNER(S) DOES RELEASE, INDEMNIFY, AND PROMISE TO DEFEND AND SAVE HARMLESS THE CITY, ITS OFFICER, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, EXPENSE, ACTIONS, AND CLAIMS, INCLUDING COSTS AND REASONABLE ATTORNEY'S FEE 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 LOT OWNER(S), ITS AGENT, CONTRACTORS, LICENSED, INVITEE, OR EMPLOYEES 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.
 - E. THE LOT OWNER(S) AGREES THAT THE RIGHTS AND OBLIGATION OF THE LOT OWNER(S) AND CITY SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THEIR RESPECTIVE HEIRS SUCCESSORS AND ASSIGN.
5. DEDICATIONS
KNOW ALL MEN BY THESE PRESENTS THAT DAVE A. EBEL, THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE LAND HEREBY SHORT SUBDIVIDED, THIS SUBDIVISION AND DEDICATE TO THE USE OF THE PUBLIC FOREVER THE EXCLUSIVE PERPETUAL 20' EASEMENT FOR STORM WATER INFILTRATION FACILITIES AND A PERPETUAL 10' EASEMENT FOR SANITARY SEWER AS SHOWN ON THE SHORT SUBDIVISION.

DATED THIS 9th DAY OF October, 1998

DAVE A. EBEL
DAVE A. EBEL
PACIFIC HOMES, INC.

ACKNOWLEDGEMENT

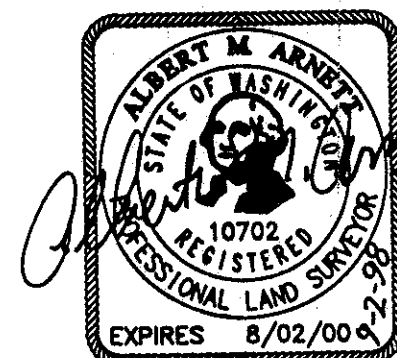
STATE OF WASHINGTON)
COUNTY OF SNOHOMISH) SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Dave A. Ebel 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 THAT HE/SHE IS THE President Pacific Homes, Inc. A WASHINGTON CORPORATION TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED: Oct. 9, 1999



Vikki Kirschner
SIGNATURE OF NOTARY
Vikki Kirschner
PRINTED NAME
Littler, WA.
RESIDING AT
5-25-99
MY APPOINTMENT EXPIRES:

**SEWER AND WATER MAINTENANCE NOTE:**

OWNERS OF LOTS 1 AND 2 SHALL BE MUTUALLY RESPONSIBLE FOR MAINTENANCE AND REPAIR OF THE PORTION OF THE PRIVATELY OWNED SANITARY AND WATER LINE THAT SERVES BOTH LOTS. COSTS SHALL BE SHARED EQUALLY. MAINTENANCE AND REPAIR OF THE PORTION OF THE SEWER LINE OR WATER LINE THAT SERVES ONLY ONE PROPERTY SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY SERVED. FOLLOWING SEWER/WATER MAINTENANCE AND REPAIR ACTIVITIES, RESTORATION OF IMPROVEMENTS INCLUDING LANDSCAPING IMPACTED BY THE ACTIVITIES SHALL BE TO THE PRE-EXISTING CONDITION OR BETTER.

STORM MAINTENANCE NOTE:

EASEMENTS ARE HEREBY RESERVED FOR THE CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF THE PRIVATE STORM WATER INFILTRATION SYSTEMS ON LOT 2. TOGETHER WITH RIGHT FOR THE CITY OF MOUNTLAKE TERRACE TO ENTER SAID EASEMENT FOR THE PURPOSE OF OBSERVING THAT THE OWNERS ARE PROPERLY OPERATING AND MAINTAINING THE SAID INFILTRATION SYSTEMS.

THE OWNERS OF LOTS 1 AND 2 ARE INDIVIDUALLY RESPONSIBLE FOR OPERATING, MAINTAINING, AND REPAIRING THE STORM WATER INFILTRATION FACILITIES CONTAINED WITHIN SAID INFILTRATION SYSTEM EASEMENTS ON THEIR RESPECTIVE LOTS, AND ARE HEREBY REQUIRED TO OBTAIN WRITTEN APPROVAL FROM THE COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF MOUNTLAKE TERRACE TO PERFORM ANY ALTERATION OR MODIFICATIONS OF THE FACILITIES CONTAINED WITHIN SAID INFILTRATION SYSTEM EASEMENTS.

CITY APPROVAL

SHORT PLAT APPROVAL EXAMINED AND APPROVED THIS 12th DAY OF October, 1998

Connie L. Fessler
CONNIE L. FESSLER
CITY MANAGER

SURVEYORS 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 PACIFIC HOMES IN AUGUST, 1998.

Albert M. Arnett
ALBERT M. ARNETT
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 10702

Sept. 2, 1998
DATE

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF ALBERT M. ARNETT THIS 21st DAY OF October, 1998 AT 05 MINUTES PAST 12 P. M. AND RECORDED UNDER AUDITOR'S FILE NO. 9810215011 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Bob Terwilliger
BOB TERWILLIGER
AUDITOR, SNOHOMISH COUNTY

BY: Brenda Fecht
BRENDA FECHT
DEPUTY COUNTY AUDITOR

Scans: scans021567.pdf

CLIENT
PACIFIC CONSTRUCTION, INC.
20205 54TH PLACE NE
LAKE FOREST PARK, WASHINGTON 98155
MOUNTLAKE TERRACE
SHORT PLAT NO. SP 95-07
22526 44TH AVENUE WEST
MOUNTLAKE TERRACE, WASHINGTON

TAURUS ENGINEERING SERVICES
SURVEYING • ENGINEERING • TECHNICAL SERVICES

1020 108TH AVE NE SUITE 212 BELLEVUE, WA 98004 TEL: (425) 462-7309

Drawn by: DBA	Date: JULY, 1998	Job No. 98051
Checked by: WLW	Scale: 1" = 20'	Sheet 1 of 2

RECEIVED

OCT 21 1998

MOUNTLAKE TERRACE

COPY

ORIGINAL ON FILE IN THE
COUNTY AUDITOR'S OFFICE

SE 1/4, SE 1/4, SECTION 28, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M.

LEGAL DESCRIPTION

TOTAL PARCEL

THE SOUTH 135 FEET OF THE EAST 193 FEET OF THE SOUTH ONE-HALF OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF SECTION 28, TOWNSHIP 27 NORTH RANGE 4 EAST, W.M.;

EXCEPT THE EAST 30 FEET CONVEYED TO THE CITY OF MOUNTLAKE TERRACE, RECORDS OF SNOHOMISH, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

DISCLAIMER REGARDING CONVEYANCE OF LOTS

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

WOODLARK DIV B
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WOODLARK

DIV B
VOL 20, PAGE 2

12

5

WOODLARK
DIV B
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SET 5/8" REBAR W/ YPC #10702
EAST-WEST FENCE ON LINE
AND 7.3' E OF 4' CHAIN LINK FENCE

POWER POLE ON PROP COR.
SET PK NAIL W/ SHINER #10702
AT 2' OFFSET EAST ON SIDEWALK

4' CHAIN LINK FENCE ALONG PROP. LINE
N 88°50'15" W (R, M)

163.00 MEAS. & DEED

FOUND REBAR, ACCEPTED
INSTALLED NEW YPC CAP
L.S. NO. 10702

SET 5/8" REBAR W/ YPC #10702
BACK OF 5' WIDE SIDEWALK
ON CYCLONE FENCE LINE

10' PRIVATE WATER
EASEMENT FOR LOT 1
ESTABLISH UPON RECORDING
OF SHORT PLAT

LOT 1

AREA=11,793 ± SQ. FT.
22526 - 44TH AVENUE WEST

N 00°07'53" W (R, M)
135.00 (R, M)

N 88°50'15" W

99.00

10' PRIVATE SANITARY SEWER
EASEMENT GRANTED TO LOT 1,
ESTABLISHED UPON RECORDING OF
SHORT PLAT

10' PUBLIC PERPETUAL
SEWER UTILITY EASEMENT

SET 5/8" REBAR W/ YPC #10702

20' PUBLIC PERPETUAL DRAINAGE ESMT.
GRANTED TO CITY OF MOUNTLAKE TERRACE

LOT 2

AREA= 10,214± SQ. FT.
22530 - 44TH AVENUE WEST

163.00
N 88°50'15" W 148.83

10' UTILITY EASEMENT
PER PLAT OF CEDAR VISTA

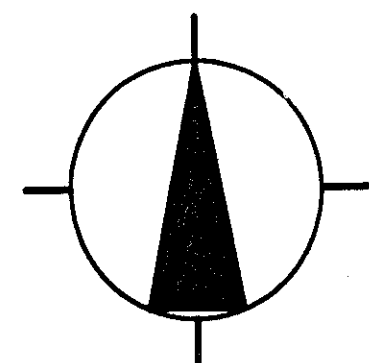
FD. 5/8" REBAR W/ YPC #4596
WEBB AND ASSOCIATES
BACK OF 5' SIDEWALK AND
NE OF POWER POLE
ACCEPTED

TOTAL PLAT AREA=0.505 ACRES

THIS SURVEY WAS ACCOMPLISHED USING A
WILD-1 THEODOLITE AND ASSOCIATED EDM
EQUIPMENT. POSITIONS WERE ADJUSTED USING
THE COMPASS RULE AND DISTANCES WERE ADJUSTED
TO THE HORIZONTAL. CLOSURES MEET OR EXCEED
REQUIRED STANDARD OF ACCURACY FOR SNOHOMISH
COUNTY AND THE STATE OF WASHINGTON.
W.A.C. 332-130-090.

Scans: scans021568.pdf

228TH ST SW



NORTH
SCALE: 1" = 20'

LEGEND:

⊕ SET 5/8" REBAR W/ YPC #10702

⊕ EXISTING MON IN CASE

⊕ SECTION CORNER

(R) WOODLARK-DIV B, VOLUME 20, PAGE 2

(M) MEASURED

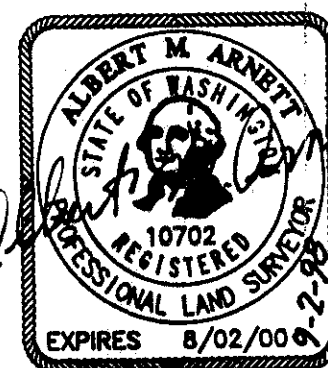
(C) CALCULATED

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

9810215011



CLIENT

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LAKE FOREST PARK, WASHINGTON 98155

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Drawn by:	DBA	Date:	AUGUST, 1998	Job No.	95010-1
Checked by:	AMA	Scale:	1" = 20'	Sheet	2 of 2