

RECEIVED

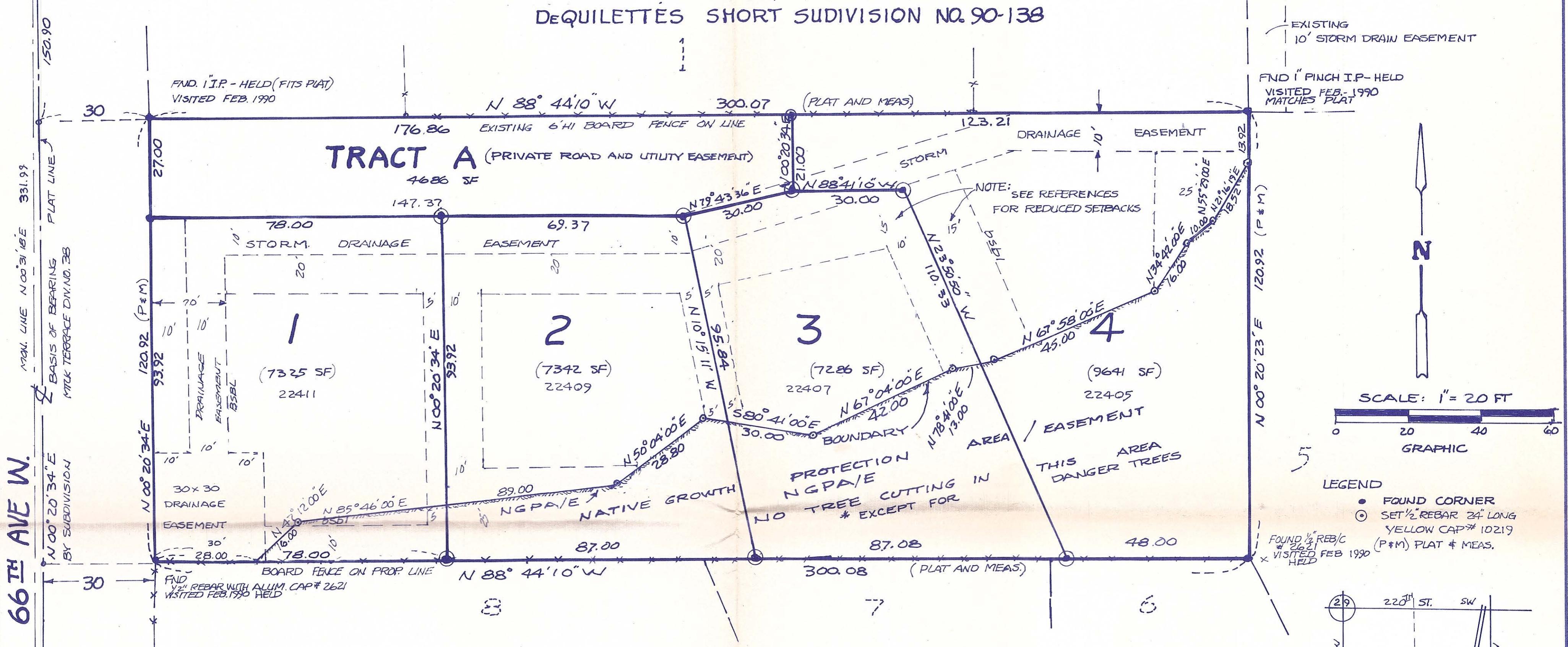
JUN 19 2000

MOUNTLAKE TERRACE

FOUND 2 1/2" BRASS DISK
SURF. MON. MKD. X C.L.

224TH SW

SW 1/4 SE 1/4 SECTION, 29, T 27N, R 4E, W.M.
CITY OF MOUNTLAKE TERRACE
SNOHOMISH CO, WASHINGTON

225TH PL SW

FOUND 2 1/2" BRASS DISK
SURF. MON. MKD. X C.L.

AREAS

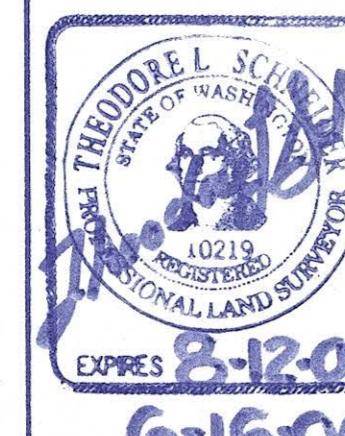
LOT 1 -	7325 SF
LOT 2 -	7342 ✓
LOT 3 -	7286 ✓
LOT 4 -	9641 ✓
ROAD -	4686 ✓
TOTAL AREA -	36,280 SF

AUDITOR CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF RONALD
DEQUILETTE THIS 16 DAY OF JUNE
AT 10 MIN PAST 4 O'CLOCK PM. AND
RECORDED IN VOLUME OF SHORT PLATS, PAGE
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Bob Terwilliger
AUDITOR SNOHOMISH COUNTY
BY DEPUTY AUDITOR

AF# 200006165004

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
RON DEQUILETTE
IN THE MONTH
OF FEBRUARY 1990

Theodore Schneider
10219

CERTIFICATE NUMBER 10219

TED SCHNEIDER, P.L.S.

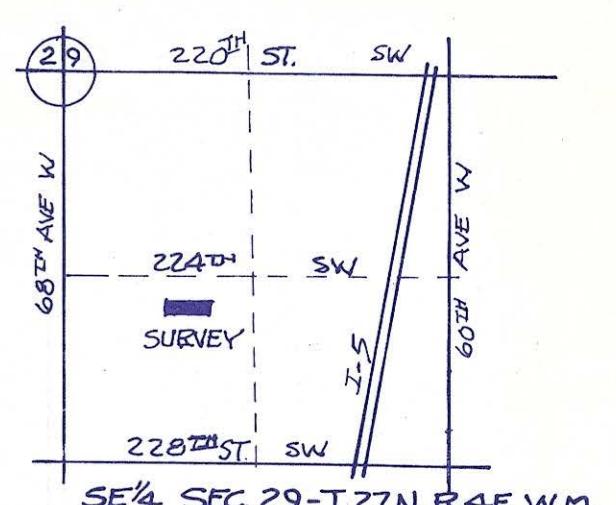
11008 NE 68TH ST.
KIRKLAND, WA 98033

1-425-827-8676
425-778-3101

AND PLAT OF SURVEY FOR
RON DEQUILETTE
SHEET 1 OF 3
BASIS OF BEARINGS: 66TH AVE W.
SCALE: 1" = 20 FT

BEING A PORTION OF THE NW QUARTER
OF THE SE QUARTER OF SECTION 29
TOWNSHIP 27 NORTH, RANGE 4 W.M.

DRAWN BY MB DATE CHKD BY DATE 2/22/00 FB PG JOB NO.

ADDRESS - 22405 66TH AVE W.

Scans: scans021552.pdf

AF# 200006165004

CITY OF MOUNTLAKE TERRACE
SHORT PLAT- 90-138

DEQUILETTE'S SHORT PLAT NO. 90-138

IN THE SW^{1/4}, SE^{1/4} SECTION 29, T27N, R4E, W.M.

CITY OF MOUNTLAKE TERRACE, WA.
COUNTY OF SNOHOMISH

DECLARATION OF SHORT SUBDIVISION, COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, THE UNDERSIGNED, HAVING AN INTEREST IN THE REAL PROPERTY DESCRIBED BY THIS DECLARATION, DO HEREBY DECLARE THE HEREIN DIVISION OF LAND APPROVED AS SHORT SUBDIVISION NUMBER 90-138 BY THE CITY OF MOUNTLAKE TERRACE, SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS;

I. ALL SUBSEQUENT DEEDS WILL CONTAIN PROVISIONS FOR THE PRIVATE ROAD (TRACT A) OF THIS SHORT PLAT IN THE MANNER DESCRIBED HEREIN:

II. THE MAINTENANCE OF THE PRIVATE ROAD (TRACT A) DESCRIBED BY THIS DECLARATION SHALL BE BY THE OWNERS OF THE LOTS HAVING LEGAL ACCESS, LOTS 1,2,3 and 4 OF THIS SHORT PLAT, THEREFROM OR THEIR SUCCESSORS UNLESS AND UNTIL SUCH ROAD IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY;

III. PRIVATE ROAD (TRACT A):

LOTS 1,2,3 AND 4 OF THIS SUBDIVISION HAVE 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 SUBDIVISION. IF THE OWNERS OF LOTS WITHIN THE SHORT SUBDIVISION 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 THE BILLING BY SAID CITY. IN THE EVENT THAT 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. 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.

IV. THE PRIVATE ROAD (TRACT A) IS HEREBY SUBJECT TO A UTILITIES EASEMENT IN FAVOR OF THE GRANTOR(S) OR THE 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 SUCH TIME IN 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 THE PRIVATE ROAD (TRACT A) DESCRIBED BY THIS DECLARATION, WHETHER IT REMAINS PRIVATE OR BECOMES A PUBLIC ROAD, THERE IS THE ADDITIONAL RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS; AND THE RIGHT TO CONTINUE TO DRAIN SAID ROAD AND WAY OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE UPON REASONABLE GRADING PURSUANT TO IMPROVEMENT FOR DEDICATION OF THE ROAD AND WAY SHOWN HEREIN. FOLLOWING THE REASONABLE GRADING PURSUANT TO IMPROVEMENT FOR DEDICATION OF THE ROAD AND WAY 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) OR THEIR SUCCESSOR(S) AND MUST BE REDUCED OR ELIMINATED AT THE REQUEST OF THE CITY, IF, DEEMED NECESSARY FOR CITY ROAD PURPOSES.

VII. ALL LOTS SHALL BE LIMITED TO SINGLE FAMILY RESIDENTIAL DEVELOPMENT AND USE PER CITY OF MOUNTLAKE TERRACE MUNICIPAL CODE NO. 19.30

VIII. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS SERVING THIS SHORT SUBDIVISION, UNDER AND UPON TRACT A (A PRIVATE ROAD AND UTILITY EASEMENT) IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE, AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPES AND WIRES WITH THE NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRICITY, TELEPHONE, TELEVISION CABLE, GAS AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

DECLARATION OF SHORT SUBDIVISION, COVENANTS AND RESTRICTIONS (CONTINUED)

IX. NATIVE GROWTH PROTECTION AREA AND EASEMENT MAINTENANCE AND ENFORCEMENT.

A NATIVE GROWTH PROTECTION AREA AND EASEMENT IS SITUATED IN LOTS 2,3 AND 4 OF THIS SHORT SUBDIVISION AND ARE SUBJECT TO THE FOLLOWING MAINTENANCE AND ENFORCEMENT REGULATION, TO-WIT: THERE SHALL BE NO TREE TRIMMING, TREE TOPPING, TREE CUTTING OR REMOVAL, NOR SHRUB OR BRUSH CUTTING OR REMOVING, NOR APPLICATION OF PESTICIDES, HERBICIDES, OR FERTILIZERS, NOR CONSTRUCTION, CLEARING, DUMPING OF YARD CLIPPINGS OR OTHER DEBRIS, OR ALTERATION ACTIVITIES SHALL OCCUR WITHIN THE NATIVE GROWTH PROTECTION AREA WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF MOUNTLAKE TERRACE. APPLICATION FOR SUCH WRITTEN APPROVAL IS TO BE MADE TO THE MOUNTLAKE TERRACE COMMUNITY DEVELOPMENT DEPARTMENT OR DESIGNATED REPRESENTATIVE WHO/ WHO MAY REQUIRE INSPECTION OF THE PREMISES BOTH BEFORE ISSUANCE OF THE WRITTEN APPROVAL AND FOLLOWING COMPLETION OF THE ACTIVITIES. THE DEPARTMENT MAY ALSO REQUIRE RESTORATION OF THE AFFECTED AREA TO EFFECTIVELY REESTABLISH COMPATIBLE VEGETATION. REMOVAL OF DAMAGED OR FALLEN VEGETATION OR DEBRIS MAY ALSO BE REQUIRED. A REPLACEMENT/REVEGETATION PLAN SHALL BE SUBMITTED TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR REVIEW AND APPROVAL AS REQUIRED. ANY PERSON CONDUCTING OR AUTHORIZING ACTIVITY IN VIOLATION OF THIS PARAGRAPH OR THE TERMS OF ANY WRITTEN APPROVAL ISSUED PURSUANT HERETO, SHALL BE SUBJECT TO THE ENFORCEMENT PROVISIONS OF THE MOUNTLAKE TERRACE MUNICIPAL CODE.

X. SANITARY SEWER

THE CITY'S OPERATION, MAINTENANCE, RECONSTRUCTION AND REPAIR RESPONSIBILITIES FOR THE SANITARY SEWER SERVING THE PRIVATE ROAD (TRACT A) ARE LIMITED TO THE 8" SEWER MAIN. THE 6" SEWER LINE AND THE LATERALS BETWEEN THE 8" SEWER MAIN AND LOTS 1,2,3 and 4 ARE THE RESPONSIBILITY OF THE PROPERTY OWNERS

XI. STORM DRAINAGE FACILITIES;

LOTS 1,2,3 AND 4 OF THIS SHORT SUBDIVISION HAVE AN UNDIVIDED EQUAL INTEREST IN AND RESPONSIBILITY FOR MAINTENANCE, REPAIR AND REPLACEMENT OF THE STORM DRAINAGE SYSTEM THAT TREATS AND CONTROLS WATER RUN-OFF FROM THE PRIVATE ROAD(TRACT A). THE PORTION OF UNDIVIDED EQUAL INTEREST IS COMPRISED OF THE STORM DRAINAGE FACILITIES WITHIN THE SUBDIVISION. MAINTENANCE WILL NOT BE LIMITED TO, BUT, WILL INCLUDE ANNUAL MAINTENANCE OF THE INFILTRATION TRENCH. THE CITY'S RIGHT TO REQUIRE MAINTENANCE, REPAIR, OR REPLACEMENT OF THE STORM DRAINAGE FACILITIES SHALL BE AS SET FORTH IN ORDINANCES, CODES AND LAW IN EFFECT AT THE TIME THE MAINTENANCE, REPAIR, OR REPLACEMENT IS REQUIRED.

XII. AN EXCLUSIVE PERPETUAL EASEMENT FOR STORM DRAINAGE FACILITIES IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MOUNTLAKE TERRACE, A MUNICIPAL CORPORATION UN DER THE LAWS OF THE STATE OF WASHINGTON, ACROSS, ALONG, IN, UPON AND UNDER THE PROPERTY DESIGNATED ON THE PLAT OF THE SHORT SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING THE STORM DRAINAGE FACILITIES CONDITIONED UPON THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

1.) THE OWNERS AND THE "CITY" SHALL AT ALL TIMES CONDUCT THEIR RESPECTIVE ACTIVITIES AND ALL OTHER ACTIVITIES CONDUCTED ON THE 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 THE EASEMENT, OR IN ANY WAY INTERFERE WITH, OBSTRUCT OR ENDANGER THE OWNER(S) OR THE "CITY'S" USE OF THE EASEMENT;

DECLARATION OF SHORT SUBDIVISION, COVENANTS AND RESTRICTIONS (CONTINUED).

XIII. EXCLUSIVE PERPETUAL EASEMENT FOR STORM DRAINAGE (CONTINUED)

2.) THE OWNERS AND THE "CITY" AGREE TO INSPECT THE STORM DRAINAGE FACILITIES ON A REGULAR BASIS, BUT NOT LESS THAN ONCE PER YEAR. THE OWNERS AND THE "CITY" AGREE TO CORRECT ALL DEFECTS OR DEFICIENCIES FOUND IN A TIMELY MANNER;

3.) THE OWNERS AND THE "CITY" AGREE TO ASSUME ALL RESPONSIBILITY FOR ALL THE COSTS ON A PROPORTIONATE BASIS, ASSOCIATED WITH THE RECONSTRUCTION, OPERATION MAINTENANCE OR REPAIR, AND INSPECTION OF STORM DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THE SAME SIZE, SHAPE AND LOCATION TO A CONDITION SIMILAR TO THOSE DESCRIBED ON THE ATTACHED SHORT SUBDIVISION MAP.

4.) THE OWNERS AND THE "CITY" AGREE TO MAINTAIN SAID STORM DRAINAGE FACILITIES TO THE SATISFACTION OF THE "CITY" IN A TIMELY MANNER.

5.) THE OWNERS AGREE TO PERFORM ALL NECESSARY MAINTENANCE DUTIES TO SAID STORM DRAINAGE FACILITIES ON A REGULAR AND TIMELY BASIS. THOSE MAINTENANCE DUTIES SHALL INCLUDE BUT ARE NOT LIMITED TO THE CUTTING, TRIMMING AND REMOVAL OF ANY AN ALL BRUSH, TREES AND OTHER VEGETATION OR DEBRIS, WHERE THESE DUTIES ARE NECESSARY TO MAINTAIN THE PROPER FUNCTION AND USE OF THE STORM DRAINAGE FACILITIES.

6.) SHOULD THE OWNERS FAIL TO PERFORM THE MAINTENANCE DUTIES DESCRIBED HEREIN TO THE "CITY'S" SATISFACTION, THE OWNERS HEREBY AUTHORIZE THE "CITY" TO ENTER SAID PROPERTY FOR THE PURPOSE OF REPAIRING OR MAINTAINING THE STORM DRAINAGE FACILITIES LISTED HEREIN. THE OWNERS HEREBY AGREE TO COMPENSATE THE "CITY" FOR THE ENTIRE COST ASSOCIATED WITH THOSE REPAIRS OR MAINTENANCE.

7.) THE OWNERS AGREE TO MAINTAIN ALL ESTABLISHED SETBACKS FROM THE STORM DRAINAGE FACILITIES AS DESCRIBED ON THE ATTACHED SHORT SUBDIVISION MAP.

8.) THE STORM DRAINAGE EASEMENTS RUN WITH THE LAND IN PERPETUITY, AND MAY BE RELOCATED ONLY UPON APPROVAL BY THE "CITY".

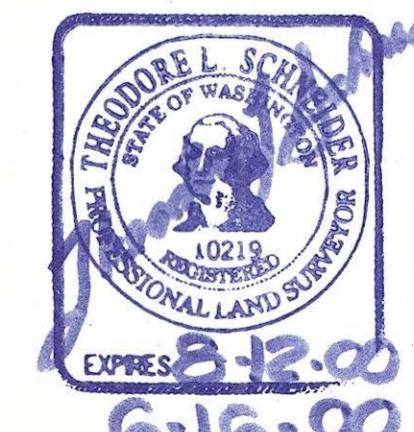
XIII. THE PRIVATE DRAINAGE EASEMENT DESIGNATED ON THE SHORT SUBDIVISION PLAT IS HEREBY GRANTED AND CONVEYED WITH ALL MAINTENANCE OBLIGATIONS TO THE OWNERS OF LOTS 1,2,3 AND 4. ACCORDINGLY, THE OWNERS AGREE AND COVENANT THAT THEY AND THEIR HEIRS, SUCCESSORS AND ASSIGNS, WILL ANNUALLY INSPECT THE CATCH BASINS AND PIPING, AND CLEAN AND SERVICE THE DRAINAGE SYSTEM, AS REQUIRED TO MAINTAIN DESIGN OPERATION AS LONG AS THE APPROVED DRAINAGE FACILITIES REMAIN A PRIVATE STORM-WATER SYSTEM. THIS AGREEMENT SHALL BE CONSTRUED AS A RESTRICTIVE COVENANT AND/OR EQUITABLE SERVITUDE RUNNING WITH THE LAND, AND SHALL BE BINDING UPON THE UNDERSIGNED OWNERS, THEIR HEIRS, SUCCESSORS AND ASSIGNS, IN PERPETUITY, OR UNTIL THE PRIVATE SYSTEM IS DEDICATED TO THE PUBLIC, IF EVER. THIS COVENANT/SERVITUDE SHALL BE SOLE BINDING ON THE SUBJECT PROPERTY AND SHALL NOT BE CONSTRUED AS A COVENANT RELATING TO OTHER PROPERTIES UPSTREAM OR DOWNSTREAM OVER WHICH PRESENT OR FUTURE OWNERS MAY HAVE NO CONTROL UNLESS SPECIFICALLY DETAILED HEREIN.

XIV.) THE PRIVATE DRAINAGE EASEMENT DESIGNATED ON THE SHORT SUBDIVISION PLAT MAP IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MOUNTLAKE TERRACE AS AN EMERGENCY MAINTENANCE EASEMENT ONLY, FOR THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT;

XV. TRACT A IS HEREBY GRANTED AND CONVEYED TO LOTS 1, 2, 3 AND 4 OF THIS SUBDIVISION, WITH AN UNDIVIDED $\frac{1}{4}$ INTEREST AND AN UNDIVIDED $\frac{1}{4}$ INTEREST IN THE MAINTENANCE OF SAID TRACT. SAID TRACT A SHALL REMAIN AN APPURTENANCE AND INSEPARABLE FROM EACH LOT.

Scans: scans021553.pdf

AF# 200006165004



SHORT SUBDIVISION NO. 90-138

CITY OF MOUNTLAKE TERRACE

RON DEQUILETTE
SW^{1/4}, SE^{1/4} SECTION 29, T27N, R4E, W.M.
SNOHOMISH COUNTY, WASHINGTON

JOB NO. 90-051 SHEET 2 OF 3

Copy

RECEIVED
JUN 19 2000
MOUNTLAKE TERRACE

DEQUILETTE'S SHORT PLAT NO. 90-138

IN THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 29, T27N, R4E, W.M.

DECLARATION OF SHORT SUBDIVISION, COVENANTS AND
RESTRICTIONS (CONTINUED).

CITY OF MOUNTLAKE TERRACE, WA

COUNTY OF SNOHOMISH

RECEIVED

JUN 19 2000

MOUNTLAKE TERRACE

CONSENT

WE, THE UNDERSIGNED, ATTEST THAT WE ARE THE CONTRACT PURCHASERS OR OWNERS IN FEE SIMPLE OF THE LAND REPRESENTED HEREIN ON THIS SHORT SUBDIVISION AND HAVE NO RIGHT, TITLE OR INTEREST OF ANY KIND IN ANY UNPLATTED OR PLATTED LAND CONTIGUOUS TO THIS SHORT SUBDIVISION. THIS SHORT SUBDIVISION IS MADE WITH OUR FREE CONSENT AND IN ACCORDANCE WITH OUR DESIRES.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS THIS 14 DAY OF JUNE, 2000

Ronald P. DeQuilette

RONALD P. DEQUILETTE

La Rae A. DeQuilette

LA RAE A. DEQUILETTE

Frits DeQuilette

FRITS DEQUILETTE

Gerda E. DeQuilette

GERDA E. DEQUILETTE

ACKNOWLEDGEMENTS

STATE OF WASHINGTON }
 }
 COUNTY OF Snohomish }

I CERTIFY THAT I KNOW OR HAVE EVIDENCE THAT RONALD P. DEQUILETTE, LA RAE A. DEQUILETTE, HUSBAND AND WIFE AND FRITS DEQUILETTE AND GERDA E. DEQUILETTE, HUSBAND AND WIFE, ARE THE PERSONS WHO APPEARED BEFORE ME AND SAID PERSONS ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT, AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED 6-14-00

Terri C. Cray

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Everett

MY APPOINTMENT EXPIRES 10-20-02



APPROVAL

Connie L. Fessler

CONNIE L. FESSLER
CITY MANAGER

6/14/00

Connie L. Fessler

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 AND 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 IN THE STATE OF WASHINGTON, TO BE A FREE AND VOLUNTARY ACT FOR THE PURPOSES MENTIONED IN THIS INSTRUMENT.

DATED 6-14-00

Vikki Kirschner

VIKKI KIRSCHNER
PRINTED NAME

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON,
RESIDING AT Kenmore, WA

MY APPOINTMENT EXPIRES 5-25-03



Scans: scans021554.pdf

AF# 200006165004

XVI. MITIGATING MEASURES

- TO REDUCE IMPACTS OF THE PROPOSAL RELATED TO EARTH, EROSION AND STORM WATER RUNOFF, ALL RECOMMENDATIONS CONTAINED IN THE LIMITED SUBSURFACE INVESTIGATION REPORT PREPARED FOR THIS SHORT SUBDIVISION BY RZA AND AGRA, INC. DATED OCTOBER 10, 1990, SHALL BE FOLLOWED.
- TO REDUCE EARTH-RELATED IMPACTS DUE TO EROSION AND EMBANKMENT EXCAVATION, THE APPLICANT SHALL RETAIN RZA, AGRA, INC. OR ANOTHER QUALIFIED GEOTECHNICAL ENGINEER SELECTED BY THE APPLICANT AND APPROVED BY THE CITY, TO MONITOR SITE CONDITIONS DURING CONSTRUCTION.
- TO REDUCE EROSION POTENTIAL ON SENSITIVE SLOPES, THE APPLICANT SHALL SUBMIT A TEMPORARY EROSION AND SEDIMENTATION CONTROL PLAN TO THE CITY FOR REVIEW AND APPROVAL THAT PLAN SHALL ESTABLISH THE LIMITS OF CLEARING AND GRADING ON THE SITE, AND SHALL PROHIBIT THE REMOVAL OF ANY VEGETATION, INCLUDING THE UNDERSTORY, BEYOND THOSE LIMITS. THE CLEARING AND GRADING LIMITS SHALL BE LOCATED IN THE FIELD AND FENCED TO PREVENT INTRUSION BY CONSTRUCTION CREWS OR EQUIPMENT.

FOLLOWING THE 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 THIS SHORT SUBDIVISION, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE CITY OF MOUNTLAKE TERRACE FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT OR LOTS SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER, AFTER ACQUIRING A CULVERT PERMIT FROM THE CITY OF MOUNTLAKE TERRACE, IF REQUIRED, AND SUBJECT TO ANY OTHER EXISTING PERMITTING REQUIREMENTS THEREFOR.

THESE COVENANTS CONSTITUTE AGREEMENTS RUNNING WITH THE LAND AND 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 REGULATIONS BY INJUNCTION OR OTHER LAWFUL PROCEDURE AND TO RECOVER ANY DAMAGES RESULTING FROM SUCH VIOLATION.

LEGAL DESCRIPTION

LOT 2, BLOCK 10, PLAT OF APPLETION ACRE TRACTS, PER PLAT RECORDED IN VOLUME 8 OF PLATS AT PAGE 27, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SITUATED IN THE SE $\frac{1}{4}$ SECTION 29, T27N, R4E., W.M.

Copy

SHORT SUBDIVISION NO. 90-138

CITY OF MOUNTLAKE TERRACE

RON DEQUILETTE

SW $\frac{1}{4}$ SE $\frac{1}{4}$ SECTION 29 T27N, R4E W.M.
SNOHOMISH COUNTY, WASHINGTON

JOB NO. 90-051

SHEET 3 OF 3

