A PRIVATE STREET SUBDIVISION MOUNTLAKE TERRACE, WASHINGTON

MOUNTLAKE TERRACE CITY COUNCIL LEGAL DESCRIPTION LOT 24, HANBURY'S NORTH RACE TRACK ADDITION, ACCORDING TO THE PLAT THEREOF EXAMINED AND APPROVED - THIS 4-15 RECORDED IN VOLUME 7 OF PLATS, PAGE 6, RECORDS OF THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON: EXCEPT THE WEST 370 FEET THEREOF; ALSO EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF MOUNTLAKE TERRACE BY DEED RECORDED JULY 8, 1970 UNDER RECORDING NUMBER 2153790. MOUNTLAKE TERRACE PLANNING COMMISSION NATIVE GROWTH PROTECTION AREA: NO DUMPING OF YARD WASTE OR DEBRIS, NO TREE TRIMMING, TREE TOPPING, TREE CUTTING, OR TREE REMOVAL, NOR SHRUB OR BRUSH CUTTING OR REMOVING, NOR APPLICATION OF PESTICIDES, HERBICIDES, OR FERTILIZERS NOR CONSTRUCTION, CLEARING, OR ALTERATION ACTIVITIES SHALL OCCUR WITHIN THE NATIVE GROWTH PROTECTION AREA WITHOUT PRIOR WRITTEN APPROVAL FROM THE MOUNTLAKE TERRACE PLANNING COMMISSION CITY OF MOUNTLAKE TERRACE. APPLICATION FOR SUCH WRITTEN APPROVAL TO BE MADE TO THE MOUNTLAKE TERRACE PLANNING DEPARTMENT OR DESIGNATED REPRESENTATIVE, WHO MAY REQUIRE INSPECTION OF THE PREMISES BEFORE ISSUANCE OF THE WRITTEN APPROVAL AND FOLLOWING COMPLETION OF THE ACTIVITIES. ANY PERSON CONDUCTING OR AUTHORIZING CITY OF MOUNTLAKE TERRACE ENGINEER SUCH 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. IN SUCH EVENT, THE MOUNTLAKE TERRACE PLANNING EXAMINED AND APPROVED AS TO THE SURVEY DATA, THE LAYOUT OF STREETS, -ALLEYS DEPARTMENT OR DESIGNATED REPRESENTATIVE MAY ALSO REQUIRE IN THE IMMEDIATE VICINITY OF ANY DAMAGED OR FALLEN VEGETATION, RESTORATION OF THE AFFECTED AREA BY PLANTING SHRUBS AND/OR TREES OF SUFFICIENT QUANTITY TO EFFECTIVELY PERMIT RE-ESTABLISHMENT OF THE DISTURBED VEGETATION AS SOON AS POSSIBLE AS DETERMINED BY THE PLANNING DEPARTMENT. A REPLACEMENT/REVEGETATION PLAN SHALL BE SUBMITTED TO THE PLANNING Willem A. Van Ky DEPARTMENT FOR REVIEW AND APPROVAL. THE DEPARTMENT MAY ALSO REQUIRE THAT DAMAGED WILLEM H. VANRY, P.E. OR FALLEN VEGETATION BE REMOVED. CITY ENGINEER CITY OF MOUNTLAKE TERRACE TREASURER'S CERTIFICATE 228TH ST, SW RON SWANSON \_, TREASURER OF THE CITY OF MOUNTLAKE TERRACE, WASHINGTON, DO HEREBY CERTIFY THAT THERE ARE NO OUTSTANDING LID ASSESSMENTS ON ANY PORTION OF THE ABOVE-DESCRIBED TRACT WHICH, UNDER THE SUBDIVISION THEREOF, BECOME PUBLIC STREETS, ALLEYS, OR OTHER PUBLIC PLACES, AND THAT THE RECORDS WERE EXAMINED THIS 444 DAY OF AVENT ASSIGNED ADDRESSES:\_\_\_\_\_ ----4501-236TH STREET SW -- 4503-236TH-STREET SW----TREASURER, CITY OF MOUNTLAKE TERRACE LOT 4 -- 4507-235TH STREET SW LOT 5 -- 4601-236TH STREET\_SW LOT 6 -- 4603-236TH STREET SW-LOT 7 -- 4605-236TH STREET SW-LOT 8 -- 4607-236TH STREET SW 236TH ST. SW SNOHOMISH COUNTY TREASURER'S CERTIFICATE TREASURER OF SNOHOMISH COUNTY, WASHINGTON, ANGEL RIDGE -DO HEREBY CERTIFY THAT ALL TAXES AND DELINQUENT ASSESSMENTS ON THE ABOVE DESCRIBED TRACT HAVE BEEN FULLY PAID-UP TO AND INCLUDING THE YEAR 1998. AND **-** - - - - -1999 TAXES AUG.12,1998 BOB DANTINI TREASURER, SNOHOMISH COUNTY TREASURER, SNOHOMISH COUNTY IN ACCUPDANCE WITH ROW SEGS,040. ANY PERSON RECOGNING A PLATER , NE <u>1/4, SECTION-33,</u> T27N, R4E, W.M. MAY CHANGE LAY ADVANCE LAXES FOR THE NIXI YEAR LAND SURVEYOR'S CERTIFICATE ALLIANT ENGINEERING I HEREBY CERTIFY THAT THE PLAT OF ANGEL RIDGE IS BASED ON FILED FOR RECORD AT THE REQUEST OF THE CITY OF MOUNTLAKE & LAND SURVEYING, AN ACTUAL SURVEY AND SUBDIVISION IN SECTION 33, T27N, R4E, W.M., THAT THE DISTANCES AND COURSES AND ANGLES ARE SHOWN

## RECORDER'S CERTIFICATE 98.081.2.5002

TERRACE, THIS 124 DAY OF AUGUST, 1998, AT 49 MINUTES PAST 4 M., AND RECORDED UNDER AUDITOR'S FILE NO. 9808125002 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

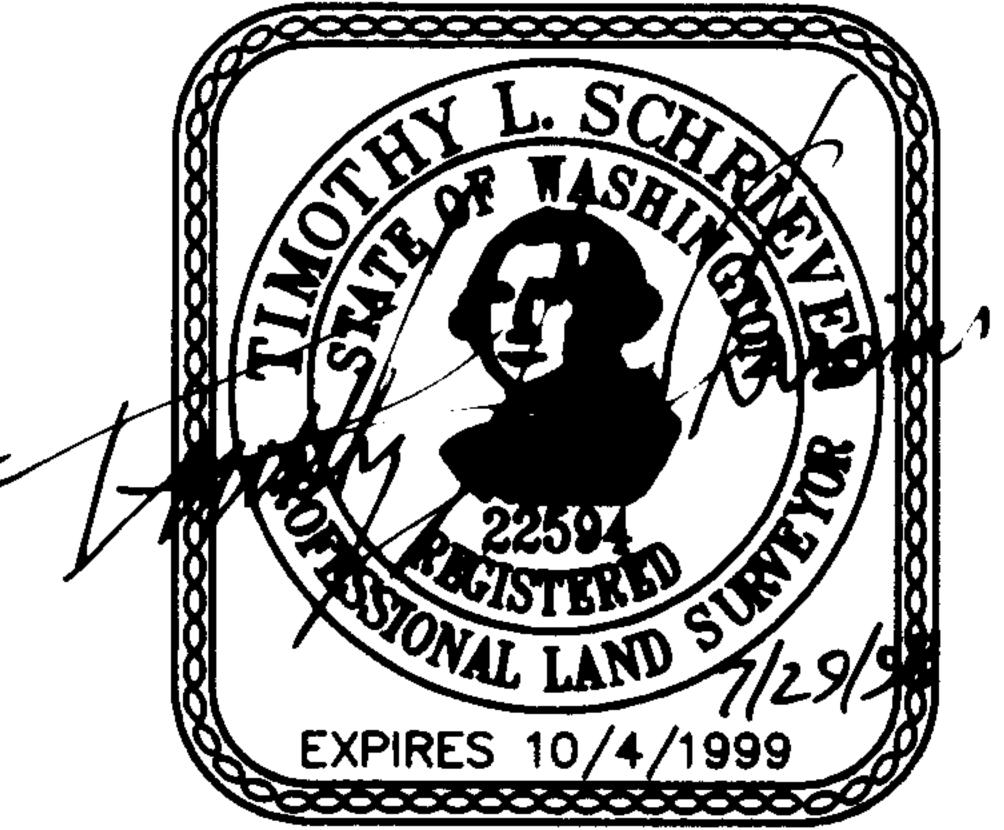
Bob Terwilliaer BOB TERWILLIGER SNOHOMISH COUNTY AUDITOR

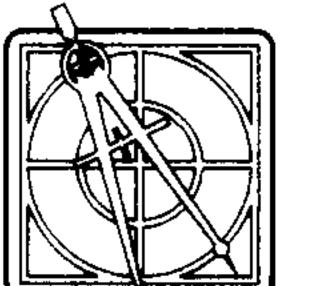
Brenda Fecht

BRENDA FECHT DEPUTY SNOHOMISH COUNTY AUDITOR

THEREON TRULY AND CORRECTLY, THAT THE PROPER MONUMENTS HAVE BEEN SET AND LOT BLOCK CORNERS STAKED ON THE GROUND.







P.O. BOX 2596 WOODINVILLE, WA 98072 (425) 485-1083

MAY 20, 1998 JUEY-29, 1998

### DECLARA-TION OF CO-VENANTS AND RESTRICTIONS

NOW 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 DIVISION OF LAND APPROVED AS THE PLAT OF ANGEL RIDGE BY THE CITY OF MOUNTLAKE TERRACE, SUBJECT TO THE FOLLOWING COVENANTS AND RESTRICTIONS:

I. ALL SUBSEQUENT DEEDS WILL CONTAIN PROVISIONS FOR THE PRIVATE ROAD IN THE MANNER DESCRIBED HEREIN; \_ = -

II. THE MAINTENANCE OF THE 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 ROAD IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY; ---

III. PRIVATE ROADS: 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 OF LACK OF MAINTENANCE OF THE PRIVATE ROADWAY AND STORM WATER DRAINAGE FACILITIES

CONTAINED WITHIN TRACT B OF THIS SUBDIVISION. LOTS 5, 6, 7

AND 8 OF THIS SUBDIVISION HAVE AN UNDIVIDED EQUAL INTEREST IN AND THE RESPONSIBILITY FOR MAINTENANCE AND LIABILITY FOR DAMAGE DUE TOFAILURE OF LACK OF MAINTENANCE OF THE PRIVATE ROADWAY AND STORM WATER DRAINAGE FACILITIES CONTAINED WITHIN

TRACT A OF THIS SUBDIVISION. IF THE OWNERS OF LOTS WITHIN THE
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 BILLING BY SAID CITY—IN THE EVENT—SUCH
COSTS ARE NOT FULLY PAID WITHIN 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 WILL BE 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 SOME TIME 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 THE PRIVATE ROAD 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(S) AND WAY(S) 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 ROAD(S) AND WAY(S) HEREIN. FOLLOWING REASONABLE GRADING PURSUANT TO IMPROVEMENTS FOR DEDICATION OF THE ROAD(S) AND WAY(S) SHOWN HEREIN, NO DRAINAGE WATERS ON ANY OR ALL 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 ZONING ORDINANCE NO. 2074, SECTION 4.8F4.

VIII. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS SERVING THIS SUBDIVISION UNDER AND UPON THE EXTERIOR (10) FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH 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.

IX. A PERPETUAL EASEMENT FOR STORM WATER DRAINAGE FACILITIES
IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MOUNTLAKE TERRACE, A
MUNICIPAL CORPORATION UNDER THE LAWS OF THE STATE OF WASHINGTON; ACROSS,
ALONG, IN UPON AND UNDER TRACTS "A" AND "B" OF THE SUBDIVISION FOR
THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, AND
REPAIRING THE STORM DRAINAGE FACILITIES UPON FAILURE OF THE OWNER(S) TO PERFORM
AS SET FORTH IN THE FOLLOWING TERMS, CONDITIONS AND COVENANTS:

1.) THE OWNER(S) 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 OF THE 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;

2.) THE OWNER(S) AGREE TO INSPECT THE STORM DRAINAGE FACILITIES ON A REGULAR BASIS, BUT NOT LESS THAN ONE PER YEAR. THE OWNER(S) AGREE TO CORRECT ALL DEFECTS OR DEFICIENCIES FOUND IN A TIMELY MANNER;

3.) THE OWNER(S) AGREE TO ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH THE CONSTRUCTION, 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 SUBDIVISION MAP.

4.) THE OWNER(S) AGREE TO MAINTAIN SAID STORM DRAINAGE FACILITIES TO THE SATISFACTION OF THE CITY IN A TIMELY MANNER.

5.) THE OWNER(S) 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 FOLLOWING: CUTTING, TRIMMING, AND REMOVAL OF ANY AND 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 OWNER(S) FAIL TO PERFORM THE MAINTENANCE DUTIES DESCRIBED HEREIN TO THE CITY'S SATISFACTION, THE OWNER(S) HEREBY AUTHORIZES THE CITY TO ENTER SAID PROPERTY FOR THE PURPOSE OF REPAIRING OR MAINTAINING THE STORM DRAINAGE FACILITIES LISTED HEREIN. THE OWNER(S) HEREBY AGREES TO COMPENSATE THE CITY FOR THE ENTIRE COST ASSOCIATED WITH THOSE REPAIRS OR MAINTENANCE;

7.) THE OWNER(S) AGREE TO MAINTAIN ALL ESTABLISHED SETBACKS FROM THE STORM DRAINAGE FACILITIES AS DESCRIBED ON THE ATTACHED SUBDIVISION PLAT.

X. STORM DRAINAGE FACILITIES: EACH LOT OF THIS SUBDIVISION HAS AN UNDIVIDED EQUAL INTEREST IN AND RESPONSIBILITY FOR MAINTENANCE, REPAIR AND REPLACEMENT OF THE STORM DRAINAGE SYSTEM THAT CONVEYS WATER RUNOFF FROM THE PRIVATE ACCESS ROAD. THE PORTION OF UNDIVIDED INTEREST IS COMPRISED OF THE STORM DRAINAGE FACILITIES WITHIN THE SUBDIVISION THAT ARE DOWNSTREAM FROM OR WITH THE PRIVATE ROAD TRACT OR DRAINAGE EASEMENT SERVING THEIR RESPECTIVE LOT. MAINTENANCE WILL NOT BE LIMITED TO, BUT WILL INCLUDE ANNUAL MAINTENANCE OF BIOFILTRATION (GRASS LINED) SWALES. 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.

XI. PRIVATE STORM WATER QUALITY UTILITY EASEMENT

A.) 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 PROPERTY OWNER WILL BE LIABLE FOR THE PAYMENT -- OF ALL LABOR, EQUIPMENT, MATERIALS, ADMINISTRATION, AND LEGAL COST OF THE MAINTENANCE WORK.

B.) 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 GOMPACTED 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 GAUSING 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 DISSIPATERS, 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.

XII. PUBLIC STORM AND SANITARY SEWER UTILITY EASEMENT IS HEREDY 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 SUBDIVISION FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING, MAINTAINING, AND REPAIRING THE SEWER UTILITY LINE(S) AND APPURTENANCES ATTACHED THERETO, BUT SPECIFICALLY EXCLUDING SIDE SEWER SERVICE LINES BETWEEN CITY MAIN 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 JUDGMENT, 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.

(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, LICENSES, 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 THE 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 HEIRS, SUCCESSORS AND ASSIGNS.

(8.) THE CITY'S OPERATION, MAINTENANCE, RECONSTRUCTION AND REPAIR RESPONSIBILITIES FOR SANITARY SEWER WITHIN THE PRIVATE ROAD AND PUBLIC EASEMENTS ARE LIMITED TO THE 8" DIAMETER SEWER MAIN.

(9.) THE CITY'S OPERATION, MAINTENANCE, RECONSTRUCTION AND REPAIR RESPONSIBILITIES FOR THE STORM SEWER WITHIN THE PUBLIC EASEMENTS ARE LIMITED TO THE 12" DIAMETER STORM SEWER WITHIN LOTS 3 AND 4 THAT IS SITUATED IN A GENERALLY NORTH — SOUTH ORIENTATION AND THE 60" CULVERT THAT CONVEYS TERRACE CREEK UNDER THE TRACT "A" ROADWAY.

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.

#### RESTRICTION:

THE CITY OF MOUNTLAKE TERRACE IS GRANTED THE RIGHT TO MAKE NECESSARY SLOPES FOR CUTS AND/OR FILLS (RECORDING NUMBER 2153790)

#### DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WILLIAM M. GUSTAVSON,
JENNIFER RITCHIE TRUST AND IAN RITCHIE TRUST
THE UNDERSIGNED OWNERS IN FEE SIMPLE OF THE LAND HEREBY
SUBDIVIDED, HEREBY DECLARE THIS SUBDIVISION AND DEDICATE TO THE USE OF
THE PUBLIC FOREVER ALL PUBLIC STORM AND SANITARY SEWER EASEMENTS OR
WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE SUBDIVISION, AND
THE USE FOR ANY AND ALL STORM AND SANITARY SEWER PURPOSES. ALSO, THE RIGHT
TO MAKE ANY AND ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON LOTS, BLOCKS,
TRACTS, ETC., SHOWN ON THIS SUBDIVISION IN THE REASONABLE ORIGINAL
GRADING OF ALL 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 GRADING. ALSO, ANY CLAIMS
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 SUBDIVISION, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE CITY OF MOUNTLAKE TERRACE FOR THE SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATER IN CULVERTS FOR 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, IF REQUIRED, AND SUBJECT TO ANY OTHER EXISTING PERMITTING REQUIREMENTS THEREFOR.

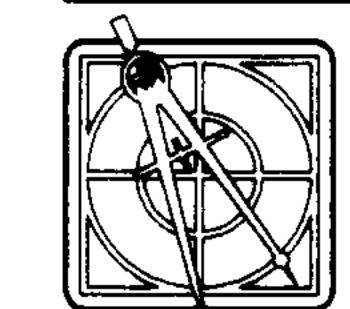


# ANGEL RIDGE A PRIVATE STREET SUBDIVISION

MOUNTLAKE TERRACE, WASHINGTON

PORTION OF THE-SE 1/4, NE 1/4; SECTION-33, T27N, R4E, W.M.

ALLIANT ENGINEERING & LAND SURVEYING, INC



P.O. BOX 2596
WOODINVILLE, WA 98072
(425) 485-1083

DATE

MAY 20, 1998

REVISED:

JUEY-29, 1998
DWN. BY
TLS

PROJECT NO. 91099

2 OF 5

9808125002

JOHN C. RITCHIE

STATE OF WASHINGTON
) SS

COUNTY OF SNOHOMISH
)

THIS IS TO CERTIFY THAT ON THE DAY OF DAY OF DAY COMMISSIONED AND SWORN,
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN,
PERSONALLY APPEARED, JOHN G. RITCHIE

TO ME KNOWN TO BE THE TRUSTEE OF THE JENNIFER RITCHIE TRUST, THE TRUST THAT
EXECUTED THE FOREGOING INSTRUMENT, AND TACKNOWLEDGED THE SAID-INSTRUMENT TO BE
THE FREE AND VOLUNTARY ACT AND DEED OF SAID TRUST FOR THE USES AND PURPOSES
THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE SAID
INSTRUMENT.

ATED: 1514 31 /998

OTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

MY COMMISSION EXPIRES: 201, 27, 2000

WOTARY

IAN RITCHIE TRUST

By: DOHN G. RITCHIE

STATE OF WASHINGTON

COUNTY OF SNOHOMISH

THIS IS TO CERTIFY THAT ON THE  $3\ell$  day of  $5\ell$  , 1998, before Me, the undersigned notary public in and for the state of Washington, duly commissioned and sworn, personally appeared, john G. Ritchie

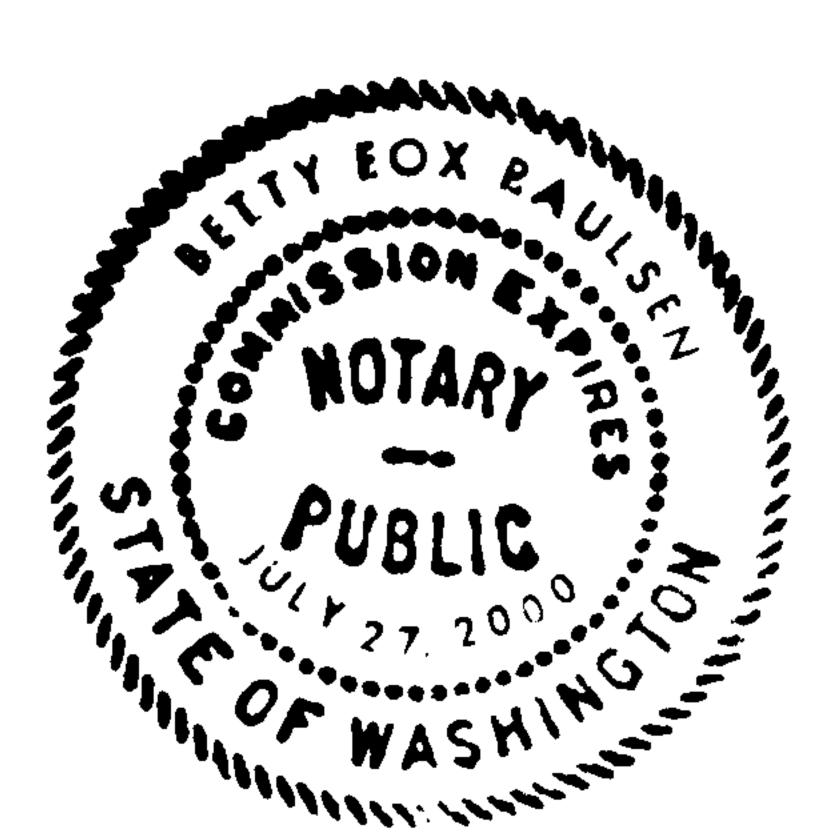
TO ME KNOWN TO BE THE TRUSTEE OF THE IAN RITCHIE TRUST, THE TRUST THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID TRUST FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT.

DATED: July 31, 1998

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT WYOUNDED, WA

MY COMMISSION EXPIRES: July 27, 2000



IN WITHEREOF we set our hands and seals.

WILLIAM M. GUSTAVSON

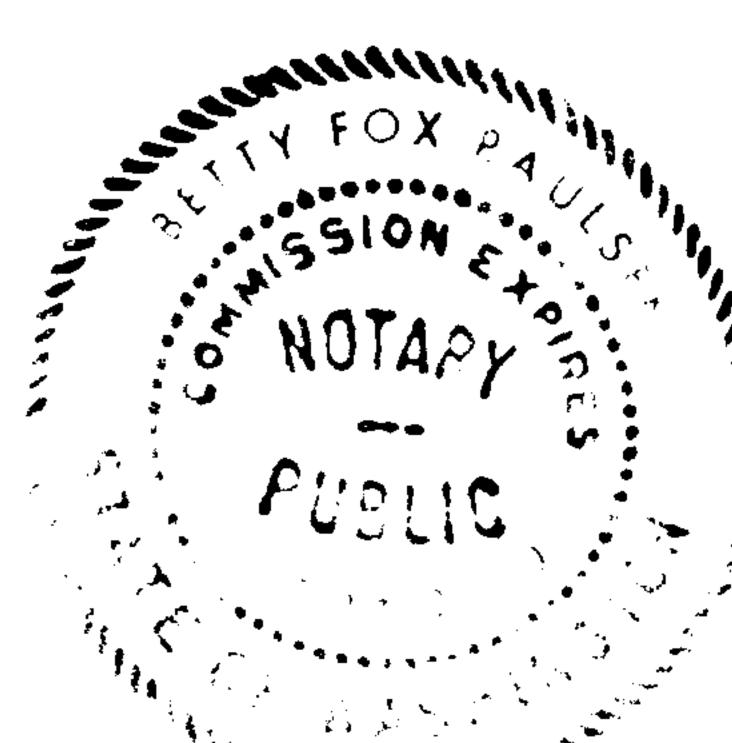
State of Washington County of Kince

I certify that I know or have satisfactory evidence that

WILLIAM M. GUSTAVSON signed this instrument and acknowledged it to be there free and voluntary act for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this  $\frac{3^2}{2}$  day of  $\frac{2\omega_3}{2}$  1998.

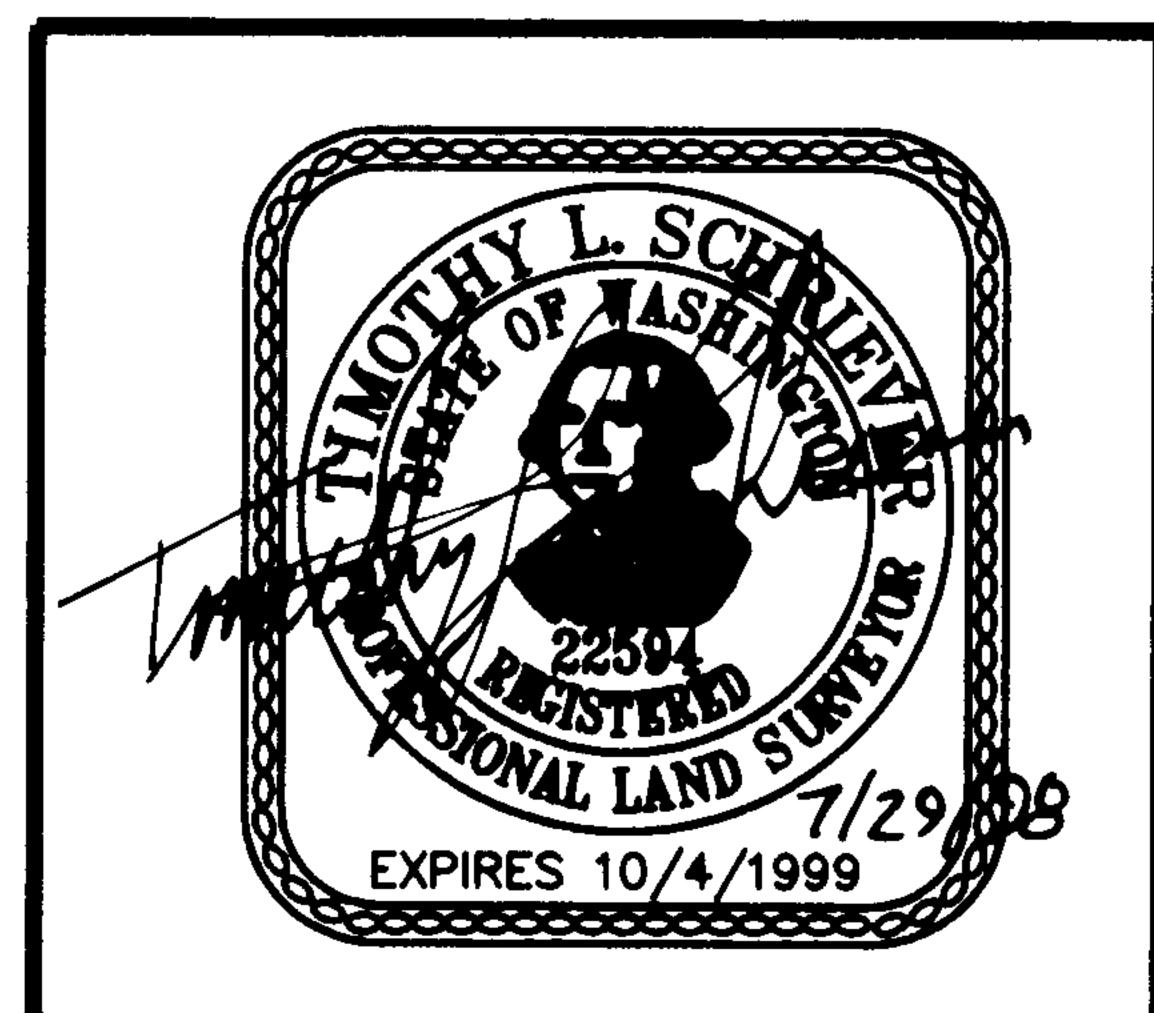
Signature of Notary Public States And Notary Public Residing at: Super States States 27,2000



ANGEL RIDGE
A PRIVATE STREET SUBDIVISION

MOUNTLAKE TERRACE, WASHINGTON

PORTION OF THE SE 1/4, NE 1/4, SECTION 33, T27N, R4E, W.M.



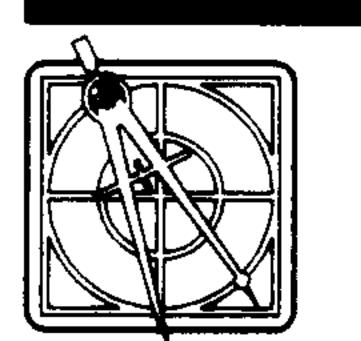
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ALLIANT ENGINEERING & LAND SURVEYING, INC.



P.O. BOX 2596
WOODINVILLE, WA 98072
(425) 485-1083

MAY 20, 1998

REVISED:

JULY 29, 1998

DWN. BY

TLS

PROJECT NO.

91099

SHEET

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