CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: July 11, 2016

ACENDA ITEM.

AGENDATIEM.	
Barkly Manor Modification (SERJ Development)	
PREPARED BY:	DIRECTOR APPROVAL:
Chris Holland, Planning Manager	
DEPARTMENT:	
Community Development	
ATTACHMENTS:	
1. Barkly Manor Subdivision (AFN 2416571)	
2. Barkly Manor Restrictive Covenant (AFN 2416572)	
3. Easement for Public Street and Utilities (AFN 20050406736)	
4. Proposed 38 th Avenue NE future Road Alignment Map and Site Plan for SERJ Development	
BUDGET CODE:	AMOUNT:
SHMMADV	

On December 8, 1975 a 13-lot subdivision, known as Barkly Manor, was recorded with the Snohomish County Auditor (AFN 2416571). The subdivision created a private road, known as 38th Avenue NE. A restrictive covenant (AFN 2416572) was recorded concurrently with the subdivision. The restrictive covenant requires Barkly Manor to remain under single ownership, with the exception of lot 13, until roads within the plat are constructed to current County standards and dedicated to Snohomish County. The covenant runs with the land and is binding on all parties having or acquiring any right, title or interest in the land.

When the Gateway Shopping Center was constructed the future road alignment to serve properties located south of 116th Street NE was established through construction of the traffic signal at 116th Street NE & 38th Avenue NE. The existing private roadway established with the recording of Barkly Manor is not the desired alignment to serve properties located on the south side of 116th Street NE. The road alignment needs to be amended in order to extend to the Easement for Public Street and Utilities obtained from the Tulalip Tribes in 2005 (AFN 200504060736).

The Community Development Department is currently reviewing a commercial site plan application, known as SERJ Development, which includes Sonic and a medical facility, as well as a proposed Arby's and other unknown retail facilities (see attached site plan). In order to construct the development, SERJ Development is proposing to acquire portions of the Barkly Manor subdivision, however, not all lots within the subdivision. This is problematic due to the restrictive covenant (AFN 2416572) which does not allow transfer of ownership unless the private drive of 38th Avenue NE is improved to a public standard and dedicated to City of Marysville in the platted alignment.

Raymond Barkly has proposed dedication of 38th Avenue NE for the ultimate alignment (see attached alignment), subject to recording of the necessary documentation with the Snohomish County Auditor relinquishing the restrictive covenant. In order to do so City

Council would need to authorize the Mayor to execute the recording of all necessary documentation to dissolve the existing restrictive covenant and accept dedication of 38th Avenue NE. This would ultimately result in the City obtaining right-of-way for future 38th Avenue NE in the desired alignment and SERJ Development constructing that portion of 38th Avenue NE passing through its development.

Additionally, staff anticipates conditioning the SERJ Development project upon the dedication of a portion of future 37th Avenue NE. In order to do so, City Council would need to authorize the Mayor to execute the recording of all necessary documentation accepting dedication of 37th Avenue NE, substantially as depicted on the attached draft site plan. This would ultimately result in the City obtaining a portion of the right-of-way for future 37th Avenue NE to be constructed as the area continues to develop.

RECOMMENDED ACTION:

Authorize the Mayor to execute all necessary documentation in order to relinquish the restrictive covenant recorded under Auditor's File Number 2416572, subject to dedication of 38th Avenue NE in a desired alignment substantially similar to that depicted and to execute all necessary documentation accepting dedications of rights-of-way for future 37th and 38th Avenue NE.

BARKLY MANOR

SECTION 9 TWN. 30 N., RG. 5 E., W. M. SNOHOMISH COUNTY, WASHINGTON

DESCRIPTION

A PORTION OF THE SW 1/4 OF SECTION 9, TWN. 30 N., RG. 5 E., W. M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 9; THENCE S 89° 22' 50" E ALONG THE NORTH LINE OF SAID SW 1/4 FOR 872.80 FEET TO THE TRUE POINT OF BEGINNING BEING 137.0 FEET WEST OF THE CONCRETE MONUMENT FOUND AND DESCRIBED IN THE AGREE-MENT RECORDED IN VOLUME 801, PAGE 692, DATED JANUARY 9, 1963, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE S 0° 15' 55" E ALONG A LINE ACCEPTED AS THE BOUNDARY LINE FOR 839.65 FEET TO THE NORTH LINE OF THE RAILROAD SPUR RECORDED IN AUDITOR'S FILE NO. 746344; THENCE N 89° 46' 15" E ALONG THE NORTH LINE OF SAID SPUR FOR 72.43 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 666.78 FEET AND CONSUMING AN ANGLE OF 34° 32' 26" FOR 401.97 FEET TO THE EAST LINE OF THE NW 1/4 OF THE SAID SW 1/4; THENCE N 1° 06' 03" W ALONG SAID EAST LINE FOR 715.68 FEET TO THE NORTHEAST CORNER OF SAID NW 1/4 OF THE SW 1/4; THENCE N 89° 22' 50" W ALONG SAID NORTH LINE OF THE SW 1/4 FOR 150.07 FEET; THENCE S 1° 06' 03" E FOR 200.0 FEET; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 363.71 FEET AND CONSUMING AN ANGLE OF 1° 16' 43" FOR 8.12 FEET; THENCE N 89° 22' 50" W ALONG A LINE SOUTH OF A LINE THAT IS 636.0 FEET NORTH OF SAID RAILROAD SPUR FOR 164.34 FEET; THENCE S 1° 03' 39" E FOR 57.74 FEET TO A POINT 266.67 FEET SOUTH OF THE SAID NORTH LINE OF THE SW 1/4; THENCE N 89° 22' 50" W ALONG A LINE SOUTH 266.67 FEET FROM SAID NORTH LINE FOR 105.56 FEET; THENCE N 0° 15' 55" E FOR 266.67 FEET TO THE SAID NORTH LINE OF THE SW 1/4; THENCE N 89° 22' 50" W FOR 24.0 FEET TO THE TRUE POINT OF BEGINNING.

LESS PORTIONS OF 116th AS SHOWN HEREON.

PRIVATE ROAD STATEMENT

PRIVATE ROADS WITHIN THE PLAT ARE NOT ACCEPTABLE FOR DEDICATION TO OR MAINTENANCE BY SNOHOMISH COUNTY UNLESS CONSTRUCTED...
TO CURRENT COUNTY ROAD STANDARDS.

ACKNOWLEDGMENTS

State of Washington County of Snohomish

THIS IS TO CERTIFY THAT ON THIS TO DAY OF November 1975. BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC PERSONALLY APPEARED LAY MAND LINE SAMELY.

HUSBAND AND WIFE, TO ME KNOWN TO BE THE INDIVIDUALS WHO EXECUTED THE WITHIN DEDICATION AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN MENTIONED

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN

Notary Public in and for the State of Washington residing at Manypulle

State of Washington County of Spohomish

THIS IS TO CERTIFY THAT ON THIS 7 DAY OF November 1975. PERSONALLY APPEARED BEFORE ME 100 ME 100 ME KNOWN TO BE NESSED AND EXECUTE VICE VICE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION, FOR THE USES AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY, AND YEAR FIRST ABOVE WRITTEN.

Notary Public in and for the State of Washington residing at Event

DEDICATION (DEDICATING PORTIONS OF 116th ST. ONLY, AND NOT PRIVATE ROAD SHOWN HEREON.)

KNOW ALL MEN BY THESE PRESENTS THAT WE THE UNDERSIGNED, OWNERS OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ALL ROADS AND WAYS SHOWN HEREON WITH THE RIGHT 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 WATER MIGHT TAKE A NATURAL COURSE, IN THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON.

FOLLOWING THE ORIGINAL REASONABLE GRADING OF THE 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 RIGHTS OF WAY OR TO HAMPER PROPER ROAD DRAINAGE. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR RE - ROUTING 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.

IN WITNESS WHEREOF WE HAVE SET OUR HANDS AND SEALS,

BANK OF EVERETT

B. Refolached PRISINENT

BANK OF EVERETT

By Thomas A Lawille

LAND SURVEYOR'S CERTIFICATE

I, WILLIAM H. ROBERTS, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT IS BASED ON AN ACTUAL SURVEY AND THAT MONUMENTS HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROWND AS SHOWN HEREON

Registered Land Surveyor, William H. Roberts
Cert. No. 13825

APP ROVALS

examined and approved this $l^{\underline{st}}$ day of Dec. 1975.

Harry County Road Engineer

EXAMINED AND APPROVED THIS St. DAY OF Dec. 1975

I HEREBY CERTIFY THAT THE WITHIN PLAT IS DULY APPROVED BY THE SNOHOMISH COUNTY PLANNING COMMISSION THIS. 1... DAY OF December. 1975.

George Sherwin Director by Lug William

TREASURER'S CERTIFICATE

I, KIRKE SIEVERS, TREASURER OF SNOHOMISH COUNTY, WASHINGTON, DO HEREBY CERTIFY THAT ALL TAXES ON THE WITHIN DESCRIBED TRACT HAVE BEEN PAID UP TO AND INCLUDING THE YEAR 1976

County Treasurer

2416571

RECORDING

FILED FOR RECORD AT THE REQUEST OF WILLIAM H. ROBERTS AT 12 MINUTES PAST 4
O'CLOCK P M. ON THIS BUDDEN DECEMBER 1975 RECORDED IN VOLUME 35
OF PLATS ON PAGE 167 RECORDS OF SNOHOMISH COUNTY, WASHINGTON

Henry Whalen

By:

County Auditor

By:

SHEET 1 OF 2

SHEET 2 OF 2

BARKLY MANOR SECTION 9 TWN. 30 N., RG. 5 E., W.M. SNOHOMISH COUNTY, WASHINGTON SCALE: |" = 50" UNPLATTED N Q° 15' 55" W 128.14 125.01 246.67 IN PLAT 57 N 1° 03' 39" W 113.64 N 1° 06' 03" W 110.65 501 Δ=10° 53 00" L= 80.48 Δ= 14° 28' 31' 12= 393.71 180.0 N 1° 06' 03' W 275.0 ROAD N 1º 06 03"W L= 99.47 200.0 L= 78.83 Δ= 12° 25' 04" 69.79 145.0 Δ= 14. 28. 31" L= 107.05 24.99 144.099 30' 143.604 141.40 NO LORNER 148.0 145.0 107.67 715.68 EAST LINE OF NW4 SW4 N 1° 06' 03' W UNPLATTED 2416571 241657* INDICATES CONC. MONUMENT SET CENTER OF SECTION FOUND

24 (PO) 27

6276

or a contraction of the second second

DECLARATION OF COVENANT

Henry R. Wasten, Stotomen County Auditor

Know all men by these presents that I the undercigned owner attroom C. Brant in the purple of the land described herein, hereby declare this comeant and place same on record.

I the gradier MATHOND G. HARKLY herein, is owner of BARKLY MAHOR invites simple of an interest in the following described real estate situated in Snohomish County, State of Washington, to mit:

BREELY MARIOS according to plat thereof, as recorded in volume_ of plate, page ____, records of Snohomish County. Tashington.

Now, Therefore, the granter PAYMOND G. BARKLT agrees and covenants that end granter his heirs successors and assigns, shall retain BARKLY MANCH under single ownership with the exception of lot £13 until reads within the plat are constructed to current County standards and dedicated to Enchosish County.

This covenent shall run with the land and shall be cinding on all parties having or acquiring any right, title, or interest in the land described horein or any part thereof, and shall inure to the benefit of each owner thereof.

WITHESE our hands this 29th day of Hovert

Compty of Enchanton)...

I, the understance, a Fotory Public in and for the above sandd County and State, do herely certify that on this 19th day of Research 1975 personally appeared britis as Release to Research to be comed to the this individual and the expected the right individual and the expected the right individual and process that the control of the right of the control of the right of the control of the right of the control of the control

inder of hand and official soul the day and your last above

Coping Parlin in 12 Parlin of

NO EXCISE TAX REQUIRED

IAPR 06 2005

808 DANTINI, Snohomish County Treasurer

BY BOB DANTINI

AFTER RECORDING RETURN TO:

City of Marysville 1049 State Ave. Marysville, WA 98270

200504060736 4 PGS

04-06-2005 03:42pm \$22.00 SNOHOMISH COUNTY. WASHINGTON

PNWT \>

CITY OF MARYSVILLE

EASEMENT FOR PUBLIC STREET AND UTILITIES

Grantor.

Grantee

Legal Description.
Tax Parcel ID#

TULALIP TRIBES OF WASHINGTON

CITY OF MARYSVILLE

Ptn - SW ¼ & NW ¼ 9-30-05 300509-003-033-00 Add'l on page 1 & 2

THIS INDENTURE is made this 31 day of ________, 2005, between TULALIP TRIBES OF WASHINGTON, a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U S C §476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tribes, and recognized as a "public agency" as defined in RCW 39 34 020, hereinafter referred to as "Grantor," and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington, hereinafter referred to as "Grantee", WITNESSETH

WHEREAS, Grantor is the owner of certain lands and premises situated in the County of Snohomish, State of Washington described as follows

That portion of the Northwest Quarter and of the Southwest Quarter of Section 9, Township 30 North, Range 5 East, W M, as described in those conveyances to the United States of America recorded under Auditor's file numbers 746345 and 746283 and transferred to the Tulalip Indian Nation under Auditor's file number 889496 and known as the Wye Connection Depot Railroad.

Situate in the County of Snohomish, State of Washington.

and,

Said document(s) were filed for record by Pacific N W Title as accommodation.

Only It has not been examined as to proper execution or as to its effect upon title

mv/tulalip S ease 2 doc M-00-040 3/25/05

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over, under and upon said lands and premises;

NOW, THEREFORE, Grantor, for valuable consideration, the adequacy and receipt of which is hereby acknowledged, hereby conveys and warrants to the Grantee, its successors and assigns, and its contractors, employees, permittees and licensees, a perpetual, nonexclusive easement for public street and utilities, including, but not limited to, water, santary sewers and storm sewers, and other public purposes over, under, through, across and upon the following-described lands and premises situated in the County of Snohomish, State of Washington, to-wit.

That part of the above-described parcel described as follows:

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 5 EAST, W M DESCRIBED AS FOLLOWS

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER SOUTH 00°52'23" EAST A DISTANCE OF 598 90 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING ALONG SAID WEST LINE SOUTH 00°52'23" EAST A DISTANCE OF 345 FEET MORE OR LESS TO THE NORTH LINE OF "PARCEL A" OF THE LAND CONVEYED BY AUDITORS FILE NUMBER 7811170059, THENCE EASTERLY ALONG SAID NORTH LINE TO A POINT WHICH LIES 90 00 FEET FROM SAID WEST LINE, WHEN MEASURED AT RIGHT ANGLES TO SAID WEST LINE, THENCE PARALLEL TO AND 90 00 FEET FROM SAID WEST LINE NORTH 00°52'23" WEST A DISTANCE OF 355 FEET MORE OR LESS TO A POINT WHICH BEARS SOUTH 88°46'44" EAST FROM THE POINT OF BEGINNING, THENCE NORTH 88°46'44" WEST A DISTANCE OF 90 06 FEET TO THE POINT OF BEGINNING

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

TOGETHER WITH the perpetual right, privilege and authority to construct, reconstruct, alter, change, improve, repair, renew, operate, maintain and patrol the public street and utility improvements, pipes and appurtenances, and the right at anytime to remove said public street, utility lines and appurtenances, or any of them.

AND TOGETHER WITH the right to remove the pump station currently located within the easement area, at Grantee's expense

The Grantor shall make no use of the easement area which is inconsistent with the rights granted to the Grantee hereunder or which endangers the public safety

The Grantor shall not erect any buildings or structures of any nature in the easement area or undertake any activity on the right-of-way area which would disturb the easement improvements or endanger the lateral support of the improvements. If Grantor violates this paragraph, Grantee shall have the right to remove, or require removal of, any obstruction, or to restore, or require restoration of, the easement area to the condition which existed before violation of this paragraph; either of which shall be accomplished within a reasonable period of time and at Grantor's expense

In accepting this easement, Grantee recognizes the Tribe's right and privilege to construct a sixty foot wide transit rail line or roadway in an east to west direction across the above granted easement and makes the City's easement expressly subordinate to the Tribe's right granted herein.

Grantee shall indemnify and hold Grantor harmless from any and all claims or causes of action arising out of Grantee's exercise of the rights conveyed herein, except where such claim or cause of action arises out of or on account of the actions of Grantor.

The Grantor covenants to and with the Grantee that Grantor is lawfully seized and possessed of the land aforesaid; has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances, except as above indicated, and that Grantor will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever. The Grantor further represents, warrants and covenants that the Board of Directors of the Tulalip Tribes of Washington has approved this easement and has authorized the undersigned to execute this easement, and that the undersigned has the requisite authority to bind the Grantor, without further approval of any other public agency including, but not limited to, the Bureau of Indian Affairs and the Federal Department of the Interior.

This conveyance shall be a covenant running with the land, and shall be binding on the Grantor and Grantor's heirs, successors and assigns forever.

The rights, title, privileges and authority hereby granted shall be enforceable in the Snohomish County Superior Court, State of Washington, and shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said public street, utilities and appurtenances from said lands, or shall otherwise permanently abandon said public street, utilities and appurtenances, at which time all such rights, title, privileges and authority hereby granted shall terminate.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

TULALIP TRIBES OF WASHINGTON, Grantor

By Slundy Jorne

STANLEY & JONES, SR Chairman, Tribal Board of Directors

ACCEPTED:

CITY OF MARYSVILLE

DENNIS L. KENDALL, Mayor

STATE OF WASHINGTON

..**)ss**.

COUNTY OF SNOHOMISH

I certify that I know or have satisfactory evidence that STANLEY G JONES, SR. is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the Tribal Board of Directors of TULALIP TRIBES OF WASHINGTON to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 15+ day of April

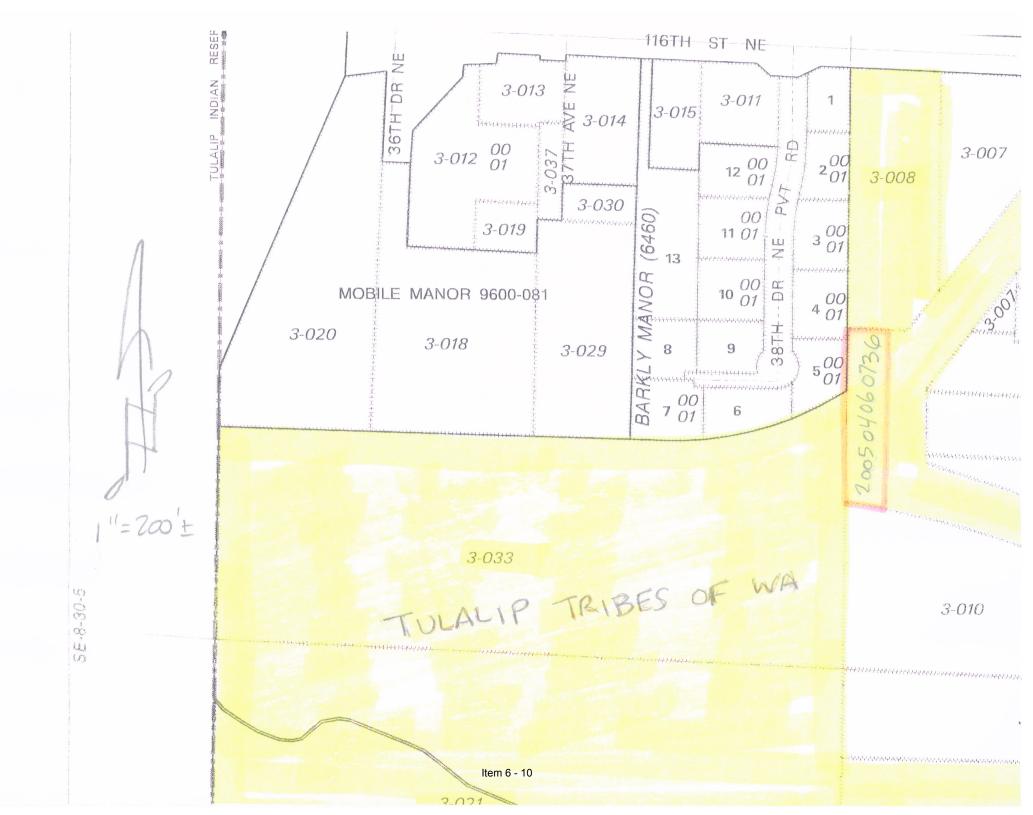
LENA ARLET JONES NOTARY PUBLIC STATE OF WASHINGTON EXPIRES JULY 25, 2006

(Legibly print name of notary)

NOTARY PUBLIC in and for the State of

Washington, residing at 7/1/4

My commission expires 7-29-06



PROPERTY INFO

0064600000-0100,-0200,-1200,-1300, 3005090030-1100,-1500,-1400,-3000,-3700

PROPOSED BOUNDARY LINE ADJUSTMENT (SEPARATE APPLICATION)

VERTICAL DATUM

NAVD88: FOUND CONC. POST WITH INVERTED NAIL AT THE INTERSECTION OF 116TH STREET SE AND 2ND AVENUE SE. ELEV= 462.55.

HORIZONTAL DATUM

BASIS OF BEARING: THE MONUMENTED CENTERLINE OF 116TH STREET NE AS THE BEARING OF N 87°33'39"W.

LEGAL DESCRIPTION

THE WEST 205 FEET OF THE NORTH 391 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON; EXCEPT THE SOUTH 75 FEET THEREOF; AND EXCEPT THE WEST 50 FEET THEREOF; AND EXCEPT THAT PORTION THEREOF LYING WITHIN MARSHALL ROAD; AND EXCEPT THAT PORTION CONVEYED TO CITY OF MARYSVILLE, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON BY DEED RECORDED JULY 19, 2006 UNDER RECORDING NO. 200607191131.

THE WEST 50 FEET OF THE WEST 205 FEET OF THE NORTH 391 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 30 NORTH, RANGE 5 EAST, W.M., IN SNOHOMISH COUNTY, WASHINGTON. EXCEPT THE NORTH 182 FEET THEREOF.

OF THE NWQ OF THE SWQ OF SECTION 9, T30N, R5E OF THE WILLAMETTE MERIDIAN, IN SNOHOMISH COUNTY, WASHINGTON. EXCEPT THAT TRACT CONVEYED TO THE UNITED STATES OF AMERICA BY DEED RECORDED UNDER RECORDING NO. 746344. ALSO EXCEPT THAT TRACT CONVEYED TO THE CITY OF MARYSVILLE BY STATUTORY WARRANTY DEED RECORDED JULY 19, 2006 AS RECORDING NO. 200607191132. ALSO EXCEPT COUNTY

THE EAST HALF OF THE NWQ OF THE SWQ OF SECTION 9, T30N, R5E, W.M., IN SNOHOMISH COUNTY, WASHINGTON, LYING NORTH OF TRACT OF LAND CONVEYED TO UNITED STATES OF AMERICA BY DEED RECORDED UNDER RECORDING NO. 746344. EXCEPT THE WEST 342 FEET EXCEPT THE EAST 125 FEET. EXCEPT ANY PORTION LYING WITHIN THE PLAT OF BARKLY MANOR RECORDED IN VOLUME 35 OF PLATS ON PAGES 61 AND 62. EXCEPT THAT PORTION CONVEYED TO CITY OF MARYSVILLE, A MUNICIPAL CORPORATION BY DEED RECORDED JULY 19, 2006 UNDER RECORDING NO. 200607190843.

LOTS 1 THROUGH 13, INCLUSIVE, OF BARKLY MANOR, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 35 OF PLATS, PAGES 61 AND 62, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

TOGETHER WITH THE PRIVATE ROAD DEPICTED ON SAID PLAT. EXCEPT THAT PORTION OF SAID LOT 1 AND THE PRIVATE ROAD CONVEYED TO CITY OF MARYSVILLE. A MUNICIPAL CORPORATION BY DEED RECORDED JULY 19, 2006 UNDER RECORDING NO. 00607190843. ALSO EXCEPT THAT PORTION OF SAID LOT 13 CONVEYED TO CITY OF MARYSVILLE, A MUNICIPAL CORPORATION BY DEED RECORDED JULY 19, 2006 UNDER RECORDING NO. 200607190770.

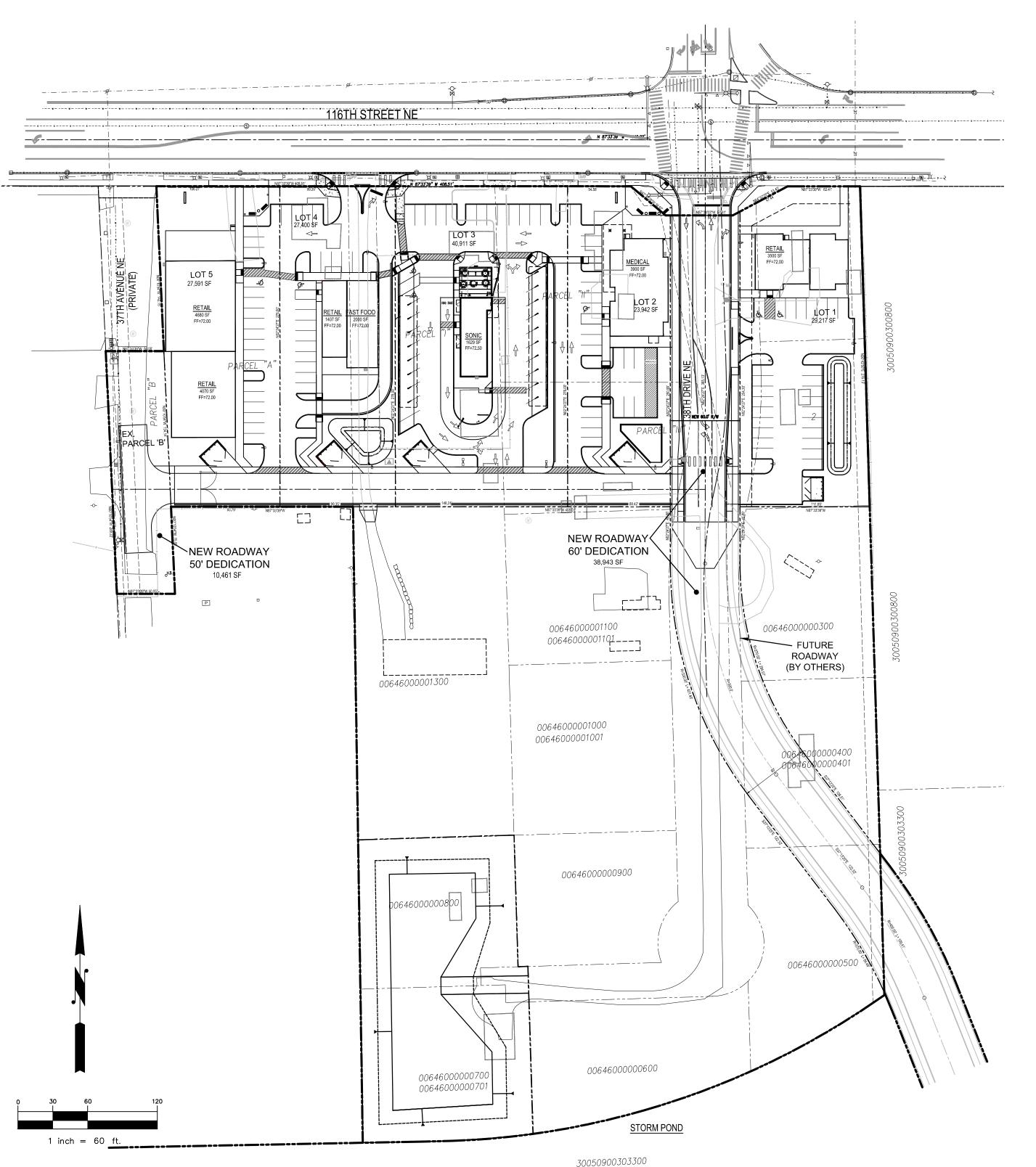
NOTE

THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. AGENCIES INVOLVED SHALL BE NOTIFIED WITH A REASONABLE TIME PRIOR TO THE

CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO CONFIRM EXISTING UTILITY INFORMATION.

START OF CONSTRUCTION.

CALL AT LEAST 2 WORKING DAYS BEFORE YOU DIG CALL '811'



PROJECT TEAM

<u>CIVIL ENGINEER</u> TERRAFORMA DESIGN GROUP, INC. 5027 51ST AVENUE SW SEATTLE, WA 98136 CONTACT: PEDRO DEGUZMAN, PE PHONE: (206) 923-0590 EMAIL: pedro@nwlink.com

SERJ DEVELOPMENTS MARYSVILLE, LLC 1500 KATELLA AVENUE #5 ORANGE, CA 92867 CONTACT: JASMIN PATEL PHONE: (714) 455-9118

GOVERNING AGENCIES

GRADING, DRAINAGE, WATER, SEWER CITY OF MARYSVILLE COMMUNITY DEVELOPMENT DEPT. 80 COLUMBIA AVENUE MARYSVILLE, WA 98270 CONTACT: ANNE MILLER PHONE: (360) 363-8100

SNOHOMISH COUNTY PUD CONTACT: DEBRA LAWSON PHONE: (425) 388-1178 EMAIL: dalawson@snopud.com

PUGET SOUND ENERGY CUSTOMER CONSTRUCTION

PHONE: (888) 321-7779

PHONE: (800) 483-4100

122ND ST. N.E. 116TH ST. N.E. VICINITY MAP SCALE: N.T.S.

SHEET INDEX

C1.1 COVER SHEET

C1.2 SITE PLAN GRADING & DRAINAGE PLAN C2.2 GRADING & DRAINAGE PLAN UTILITY PLAN LANDSCAPE PLANTING PLAN LANDSCAPE DETAILS & NOTES POND PLANTING PLAN A3.01 SONIC EXTERIOR ELEVATIONS

A3.02 SONIC EXTERIOR ELEVATIONS A4.01 MEDICAL OFFICE FLOOR PLAN A4.02 MEDICAL OFFICE EXTERIOR ELEVATIONS

CITY FILE# PA15-034

ENGINEERING SERVICES MANAGER

APPROVED FOR CONSTRUCTION

* APPROVAL FOR 18 MONTHS FROM DATE OF SIGNATURE

SV1 ALTA/ACSM SURVEY

PROJECT DATA

SITE AREA: 174,631 (4.01 AC)

DISTURBED AREA: 211,204 SF (4.85 AC)

ZONING: CB - COMMUNITY BUSINESS (SAME FOR ALL NEIGHBORING LOTS)

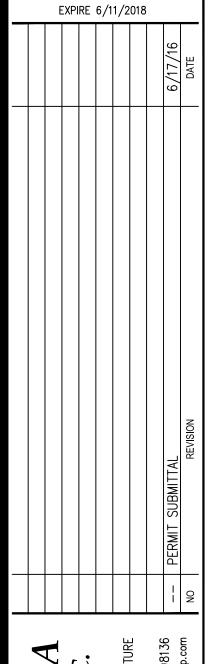
BUILDING SETBACK: 0' MIN. TO 116TH STREET

COMMERCIAL DEVELOPMENT AREA: 3.91 AC ONSITE LANDSCAPE AREA: ONSITE IMPERVIOUS AREA: 3.05 AC (76%)

MAX. ALLOWED IMPERVIOUS:

EARTHWORK QUANTITIES 3527 BCY CUT= 9532 BCY

* FOR PERMIT USE ONLY



TERRAFORMA DESIGN GROUP, INC.



PROJECT NO. TDG #15012 DRAWN BY: CHECKED BY:

SVIL

SERJ DRIVE-IN

SONIC

SHEET TITLE

COVER SHEET

SHEET NO.

SITE MAP

