

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 5/10/21

AGENDA ITEM:	
Agreement with City of Lake Stevens Regarding Sewers	
PREPARED BY:	DIRECTOR APPROVAL:
Jon Walker	
DEPARTMENT:	
Legal	
ATTACHMENTS:	
BUDGET CODE:	AMOUNT:
SUMMARY:	

The City of Lake Stevens adopted an ordinance to assume the jurisdiction and responsibilities of the Lake Stevens Sewer District. The District files a lawsuit and obtained a preliminary injunction enjoining the ordinance from taking effect until the court has ruled on the merits of the case.

The District currently bills 27 accounts located within Marysville and owns the sewer pipes and easements in two (and possibly three) plats located in Marysville (including the 27 accounts). All the sewage from these plats is conveyed and treated by Marysville.

In the event the City of Lake Stevens prevails in the litigation and assumes the responsibilities and assets of the District, Marysville wishes to obtain clear title to all the pipes and easements that may be owned by the District. To that end, an agreement was drafted that would effect that conveyance upon the City of Lake Stevens assuming the District. Because Lake Stevens could not assume operation of sewers within the city limits of another city, Marysville would agree to Lake Stevens doing so in exchange to conveying the pipes and easements to Marysville at which time the City of Lake Stevens would have no further obligation or involvement with those assets or the 27 accounts.

The Lake Stevens City Council has approved the agreement and its mayor has signed the agreement.

RECOMMENDED ACTION: Staff recommends Council consider authorizing the Mayor to sign the agreement with the City of Lake Stevens

RECOMMENDED MOTION: I move to authorize the Mayor to sign the Agreement Between the City of Marysville and the City of Lake Stevens and Conveyance Of Sewage Collection Systems to the City Of Marysville

**AGREEMENT BETWEEN THE CITY OF MARYSVILLE AND THE CITY OF LAKE
STEVENS AND CONVEYANCE OF SEWAGE COLLECTION SYSTEMS TO THE CITY OF
MARYSVILLE**

WHEREAS, Marysville and the Lake Stevens Sewer District (District) executed an interlocal agreement in regard to the provision of sewer services in an area within the City of Marysville, identifying it as the "overlap are" and the Plat of Ridgewood; and

WHEREAS, this agreement is attached as Exhibit A; and

WHEREAS, in accordance with this agreement Marysville has connected all of these customers to its conveyance system so that Marysville now conveys and treats all the sewage from these customers; and

WHEREAS, when the plats identified in the exhibits were built, some or all of the sewer collection systems were conveyed to the District; and

WHEREAS, the City of Lake Stevens has notified the District of its intention to assume management and control of the District; and

WHEREAS, although Marysville has no preference between the City of Lake Stevens and the District on issue of the assumption of management and control of the District, Marysville is willing to grant the City of Lake Stevens its approval under RCW 35.13A.060 to assume responsibility for operation and maintenance of the District's property, facilities and equipment within Marysville upon the City of Lake Stevens assumption of the jurisdiction for the District's responsibilities, property facilities, and equipment in return for and in consideration of the promises by the City of Lake Stevens made in this Agreement; and

WHEREAS, the parties agree that the collection systems identified in the exhibits and the sewer easements in which they are contained should be conveyed to Marysville and that Marysville should be solely responsible for the collection, conveyance, and treatment of sewage from these customers and should be responsible to bill them for services; and

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The recitals are incorporated into this agreement.

Marysville in consideration for the promises of the City of Lake Stevens set forth below, hereby grants the City of Lake Stevens approval under RCW 35.13A.060 to assume responsibility for the operation and maintenance of the District's property, facilities and equipment within Marysville upon the City of Lake Stevens's assumption of jurisdiction of the District's responsibilities, property, facilities and equipment.

If the City of Lake Stevens assumes management and control of the District it will convey the sewage collection systems and sewer easements in the plats identified in Exhibits B, C, and D, to the City of Marysville and that Marysville shall upon the conveyance be solely responsible for the maintenance of those systems and collection, conveyance, and treatment of sewage generated on the parcels identified in Exhibits B, C, and D and for billing the accounts served.

If the City of Lake Stevens assumes management and control of the District the City Lake Stevens will not have any further ownership interest in the collection systems and will not have any further responsibility to provide sewer service to the areas in Exhibits B, C, and D by this conveyance. Further, the parties agree that the agreement attached as Exhibit A should be terminated upon execution of this agreement and conveyance.

This agreement made under the authority of RCW 35.13A.070 is a contract to convey the identified sewer systems and easements to the City of Marysville provided the above conditions are met. If the City of Lake Stevens does not assume jurisdiction of the District's responsibilities, property, facilities and equipment, this agreement will have no further effect and will not in any way affect any agreements between the City of Marysville and the District.

In witness whereof, the parties have executed this Agreement as of the last date written below.

CITY OF MARYSVILLE

CITY OF LAKE STEVENS

By _____
Jon Nehring, Mayor

By  _____
Brett Gailey, Mayor

DATE: _____

DATE: 20 April 2021

Attest:

Tina Brock, Deputy City Clerk



City Clerk

Approved as to Form:

Approved as to Form:

Jon Walker, City Attorney

Greg Rubstello, City Attorney

EXHIBIT A

**SEWAGE DISPOSAL AGREEMENT
BETWEEN LAKE STEVENS SEWER DISTRICT
AND CITY OF MARYSVILLE**

THIS AGREEMENT is entered into this 22nd day of April, 1999 by and between the LAKE STEVENS SEWER DISTRICT, a municipal corporation of the State of Washington (the "District"), and the CITY OF MARYSVILLE, a municipal corporation of the State of Washington (the "City"). This agreement is entered into in accordance with Chapter 35.13A RCW and Chapter 57 RCW.

I. RECITALS

A. The District has constructed, owns and operates a sanitary sewage collection system, sewage trunk lines, sewage pump stations, sewage force mains, sewage treatment facilities and sewage outfall line. These facilities provide sanitary sewer service and sewage treatment to areas within the District.

B. The City is in the process of constructing a sewage collection system, sewage trunk lines, sewage pumping stations and sewage force mains to serve the area within its urban growth boundary.

C. There is an area within the City's Urban Growth Boundary and the City and District Comprehensive Sewer Planning Boundaries which shall be referred to as the "overlap" area, within which both the City and the District are capable of providing sanitary sewer service. The overlap area is depicted on **Exhibit A**, which is attached hereto and incorporated by this reference.

D. It is the intent of the parties to this agreement to resolve the dispute relating to the provision of sewer service to the "overlap" area depicted on **Exhibit A** and to provide an equitable formula for dividing the costs of maintaining and operating those portions of the District's system of sewers which benefit both parties.

II. TEMPORARY SEWER CONVEYANCE AND TREATMENT BY DISTRICT

A. The District agrees to provide for the temporary treatment of domestic sewage on behalf of the City of Marysville within that portion of the "overlap" area depicted on **Exhibit A** which is within the City's urban growth boundary. Such service

shall continue to be served by the District until such time as the City's own sewage collection system is available to convey such sewage to the City's wastewater treatment plant.

B. For the conveyance and treatment of the City's sewage under this Agreement, the District agrees to bill the City at the same rate per unit as it does other single-family residential sewer customers within the District. The City shall pay the District within thirty (30) days of receipt of its billing. The City shall pay on late payments a penalty of ten percent (10%) of the delinquent amount and, in addition, from the date of delinquency there shall be charged interest at the rate of eight percent (8%) per annum on the delinquency charges and penalty added thereto.

C. The construction or extension of any sewage lines or collection facilities and/or appurtenances shall be in accordance with the development standards of the City.

D. The City shall review all proposals for developer extension of sewer lines within that part of the overlap area which is within the City's urban growth boundary and the District will be provided with a copy of such proposals for courtesy review and comment.

III. CITY OBLIGATIONS

A. The City shall be responsible for billing all sewer utility customers within that part of the overlap area which is within the City's urban growth boundary. The City shall bill said customers in accordance with the sewer rates as established by the City. All customers shall be required to apply for utility service on the contractual forms provided by the City and shall be subject to the rules, policies and regulations for utility service as established pursuant to City ordinance.

B. The City shall operate and maintain that portion of the sewage system that is within the City's urban growth boundary and within the overlap area in accordance with customary engineering standards of practice and in conformity with standards established by the Washington State Department of Ecology, the Washington State Department of Health, the United States Environmental Protection Agency, and other applicable standards.

C. The City agrees to meet, consult and work cooperatively with any property owner or owners who wish to petition for the formation of a ULID for sewer utility service within the overlap area.

D. The City and the District will cooperate to identify a location for a proper connection point that will enable the sewage within the City's urban growth boundary to be collected and transferred to Marysville's collection system at such time as said system is constructed and available for use.

E. Until such time as flows from the City's collection system within the overlap area are diverted from the District, the City shall charge its overlap customers all sewer connection fees as established by City ordinance. Within 30 days of a customer connection to its collection system within the overlap area, the City agrees to remit to the District, per unit capital improvement fees at the applicable rates in then effect by the District. The District agrees to keep the City informed as to current capital improvement fees, provide all copies relating thereto, and a 30-day notification of any District hearing in which changes would be considered.

IV. OTHER AGREEMENTS

A. That area known as the Plat of Ridgewood shall not be subject to this agreement, and the District shall continue to own, maintain and have full authority and jurisdiction over the sewer collection system contained therein.

B. The parties agree to amend their sewer comprehensive plans consistent with the terms of this agreement and shall specifically delete that portion of the City's urban growth boundary that is within the overlap area from the District's comprehensive planning area. In turn, the City shall withdraw its current SEPA appeal as set forth in the letter dated September 17, 1998.

C. In the event of a District-wide or area-wide moratorium affecting the **Exhibit A** area, the District shall not take action that would result in the discontinuance of service to customers within such area. Sewer connections that have been applied for or which are in process shall be honored upon payment of the connection fee. The District agrees to notify the City in writing at such time its wastewater treatment plant or applicable trunkage capacity reaches 85%. In such cases, the City will provide the District with notification of all development requests and/or applications for sewer service so that it may have an opportunity to review, prior to approval.

D. The City and the District each retain their rights to issue bonds and other obligations in accordance with applicable law, but neither party shall act in such a manner as to impair the rights of the holders or owners of bonds issued by the other.

E. The parties agree that any and all claims, disputes, differences and misunderstandings concerning this contract and its interpretation which may arise between the parties shall be determined and settled by binding arbitration. In the event the parties are unable to agree upon an arbitrator, each party shall designate an arbitrator, and the two arbitrators so chosen shall select a third arbitrator. The Rules of Mandatory Arbitration for Snohomish County Superior Court shall control. In the event of arbitration, the decision of the arbitrators shall be final and binding upon the parties. Arbitration expenses shall be shared equally by the parties.

F. This contract shall not be assigned by either party without the written consent of the other.

G. This contract may be mutually amended in writing by the parties.

H. This contract amends and replaces all prior agreements between the parties. It shall be binding upon the parties and upon their successors in interest indefinitely and until such time as the parties by mutual agreement terminate the same.

CITY OF MARYSVILLE

By David Wynn MAYOR

ATTEST

By Ray Stevens CITY CLERK

Approved as to form:

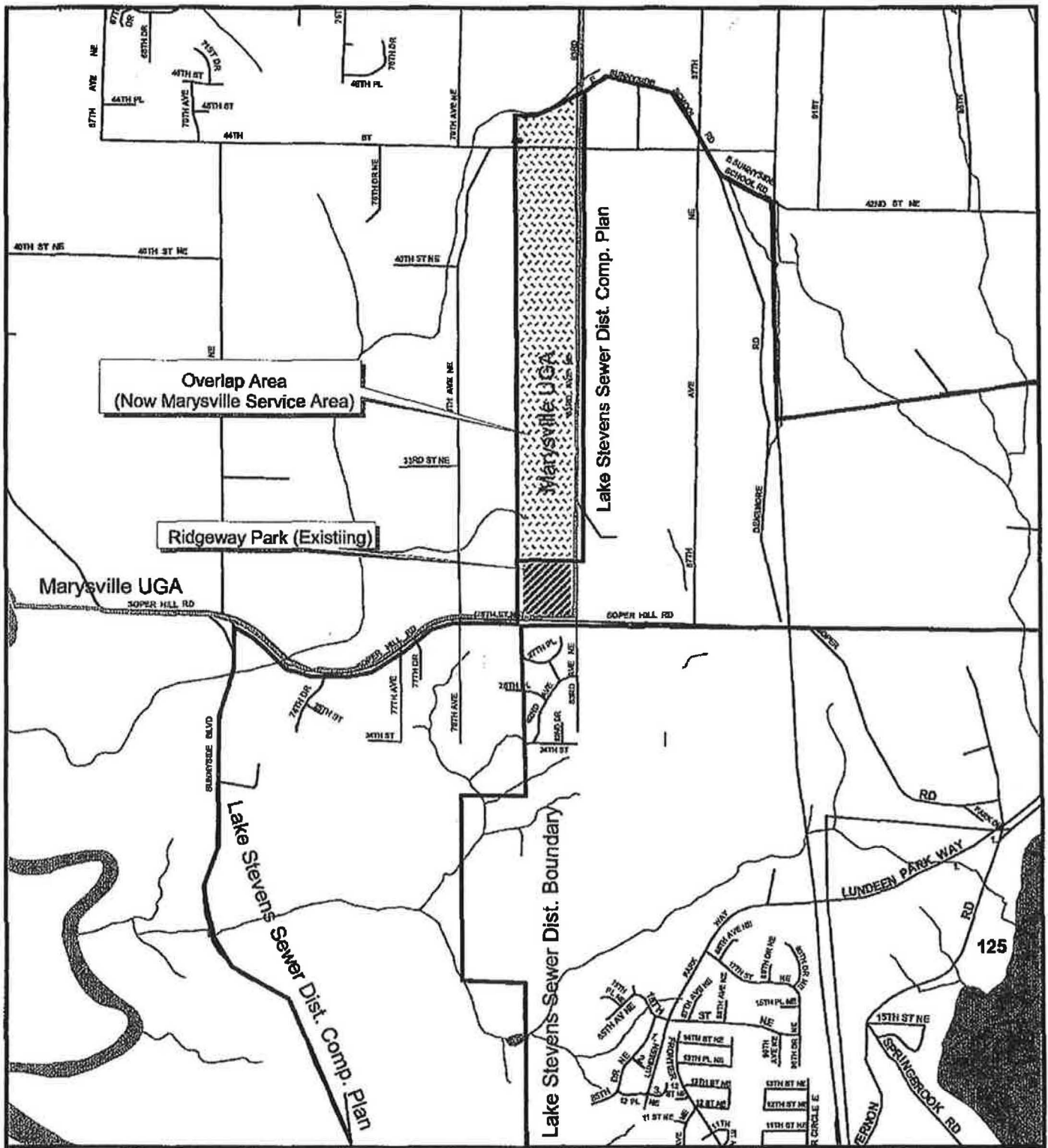
By Grant K. Weed CITY ATTORNEY

LAKE STEVENS SEWER DISTRICT

By [Signature] Commissioner
By Jack B. Hatton Commissioner
By [Signature] Commissioner

Approved as to form:

By [Signature] ATTORNEY FOR THE DISTRICT



**Sewage Disposal Agreement
Between Lake Stevens Sewer
District and City of Marysville**




-  Marysville UGA
-  Lake Stevens Sewer Dist. Comp. Plan
-  Lake Stevens Sewer Dist. Boundary

Exhibit A

EXHIBIT B

PLANNED RESIDENTIAL DEVELOPMENT OF RIDGEWOOD PARK

AN ALTERATION OF TRACTS 30B AND 315, SUNNYSIDE FIVE ACRE TRACTS SE 1/4, SE 1/4, SEC 2, TWP 29 N, RGE 5 E, W.M. SNOHOMISH COUNTY, WASHINGTON

ZA 9405092

BASIS OF BEARINGS

N 89°47'45"E, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, T. 29 N., R. 5 E., W.M. AS SHOWN ON THE PLAT OF SOPERWOOD, VOL. 58 OF PLATS, PAGES 124 THROUGH 127, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

EASEMENT PROVISIONS

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10.00 FEET, UNLESS SHOWN OTHERWISE, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS, IN WHICH TO INSTALL, LAY, CONSTRUCT, REPAIR, 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 ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES AND PRIVATE STORM YARD DRAINS TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND 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 EASEMENTS.
2. SANITARY SEWER EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO LAKE STEVENS SEWER DISTRICT, WITH THE RIGHT OF INGRESS, EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD A SANITARY SEWER CONVEYANCE SYSTEM UNDER, UPON OR THROUGH THOSE LOTS AS SHOWN.
3. EASEMENTS RESERVED FOR AND GRANTED TO LAKE STEVENS SEWER DISTRICT SHALL BE FREE FROM ALL STRUCTURES, SUCH AS COVERED PARKING DECKS, OVERHANGS, SHEDS, ETC.
4. PRIVATE LOT DRAINAGE EASEMENTS SHOWN HEREON ARE FOR THE BENEFIT OF ADJACENT LOT OWNERS IN THIS PLAT ONLY.
5. OVERLYING EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY FOR INGRESS AND EGRESS TO ALL DRAINAGE FACILITIES (DETENTION AND CONVEYANCE) IN ORDER TO OPERATE TO DRAINAGE FACILITIES IN ORDER TO PROTECT THE HEALTH AND WELFARE OF THE PUBLIC FOR EMERGENCY PURPOSES ONLY. ALL LOT OWNERS IN COMMON SHALL RETAIN OWNERSHIP OF THE DETENTION SYSTEM, AS WELL AS THE RESPONSIBILITY OF MAINTENANCE, IN ADDITION TO EASEMENTS SHOWN ON THE FACE OF THE PLAT. TRACT 998 IS HEREBY RESERVED FOR DRAINAGE FACILITIES.
6. THE COUNTY SHALL HAVE RIGHTS AS OUTLINED ABOVE, BUT ALL LOT OWNERS IN COMMON SHALL SHARE EQUALLY THE DIRECT AND INDIRECT RESPONSIBILITY FOR MAINTENANCE OF THAT PORTION OF THE DRAINAGE SYSTEM LYING OUTSIDE OF PUBLIC RIGHT-OF-WAY.
7. ANY CONSTRUCTION, FILL OR RELATED MATERIALS TO BE PLACED WITHIN OR AFFECTING SAID DRAINAGE EASEMENTS MUST FIRST BE APPROVED BY THE PUBLIC WORKS DEPARTMENT, OR IT SHALL BE REMOVED AT THE EXPENSE OF THE LOT OWNER OF RECORD.

SURVEY NOTES

1. THE SECTION SUBDIVISION FOR THIS SECTION IS BASED ON THE RECORD OF SURVEY BY R.L. MCDUFFY & ASSOCIATES, INC. AS FILED IN VOLUME 38 OF SURVEYS PAGE 13.
2. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN FIRST AMERICAN TITLE INSURANCE COMPANY PLAT CERTIFICATE ORDER NO. 86127 DATED JULY 24, 1998. IN PREPARING THIS MAP, DODDS ENGINEERS, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH, NOR IS DODDS ENGINEERS, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED FIRST AMERICAN COMMITMENT. DODDS ENGINEERS, INC. HAS RELIED WHOLLY ON FIRST AMERICAN'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE DEEMED QUALIFIED THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
3. AREA OF SITE = 392,335± SQUARE FEET (8.777± ACRES)
4. ALL DISTANCES ARE IN FEET.
5. THIS IS A FIELD TRAVERSE SURVEY. A LEITZ SETAC COMBINED ELECTRONIC 5 SECOND THEODOLITE AND INTEGRAL DISTANCE MEASURING METER WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIP BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OF EXCEEDED THOSE SPECIFIED IN WAC332-130-909. DISTANCE MEASURING EQUIPMENT HAS BEEN CALIBRATED AT AN N.G.S. BASELINE WITHIN THE LAST YEAR.
6. ALL MONUMENTS SHOWN AS FOUND WERE FIELD VISITED THE WEEK OF FEBRUARY 20, 1995.

REFERENCES

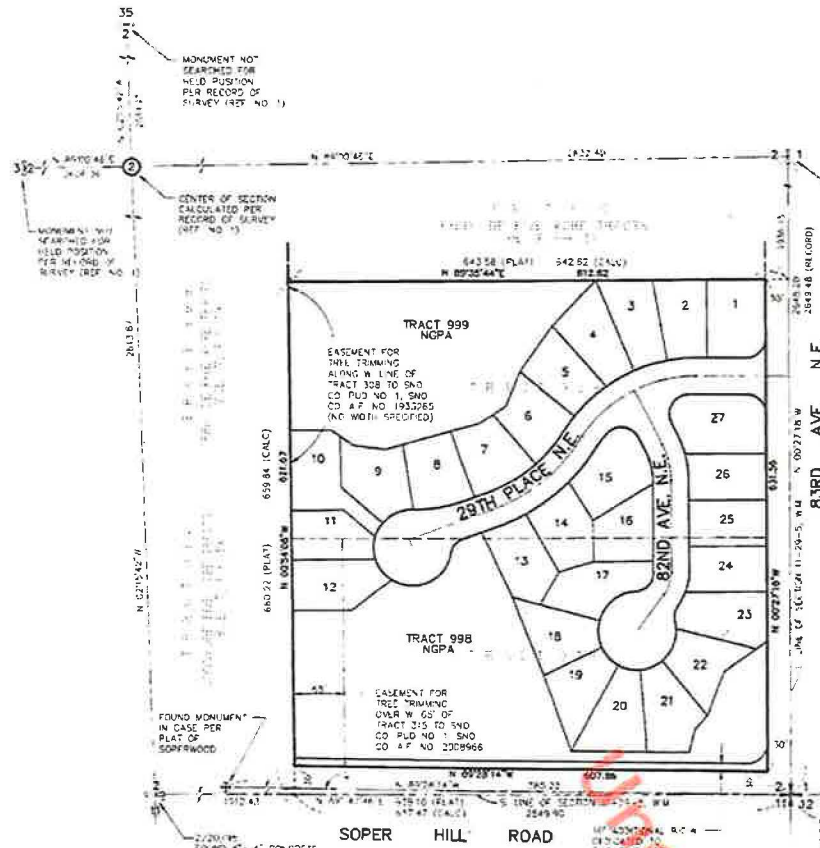
1. RECORD OF SURVEY BY R.L. MCDUFFY AND ASSOCIATES, INC. RECORDED IN VOL. 38 OF SURVEYS, PAGE 13, AUDITOR'S FILE NO. 9211055001.
2. PLAT OF SUNNYSIDE FIVE ACRE TRACTS, RECORDED IN VOL. 7 OF PLATS, PAGE 19.
3. PLAT OF SOPERWOOD, RECORDED IN VOL. 58 OF PLATS, PAGES 124 THROUGH 127, INCLUSIVE.



9702265005
A.F. NO. _____

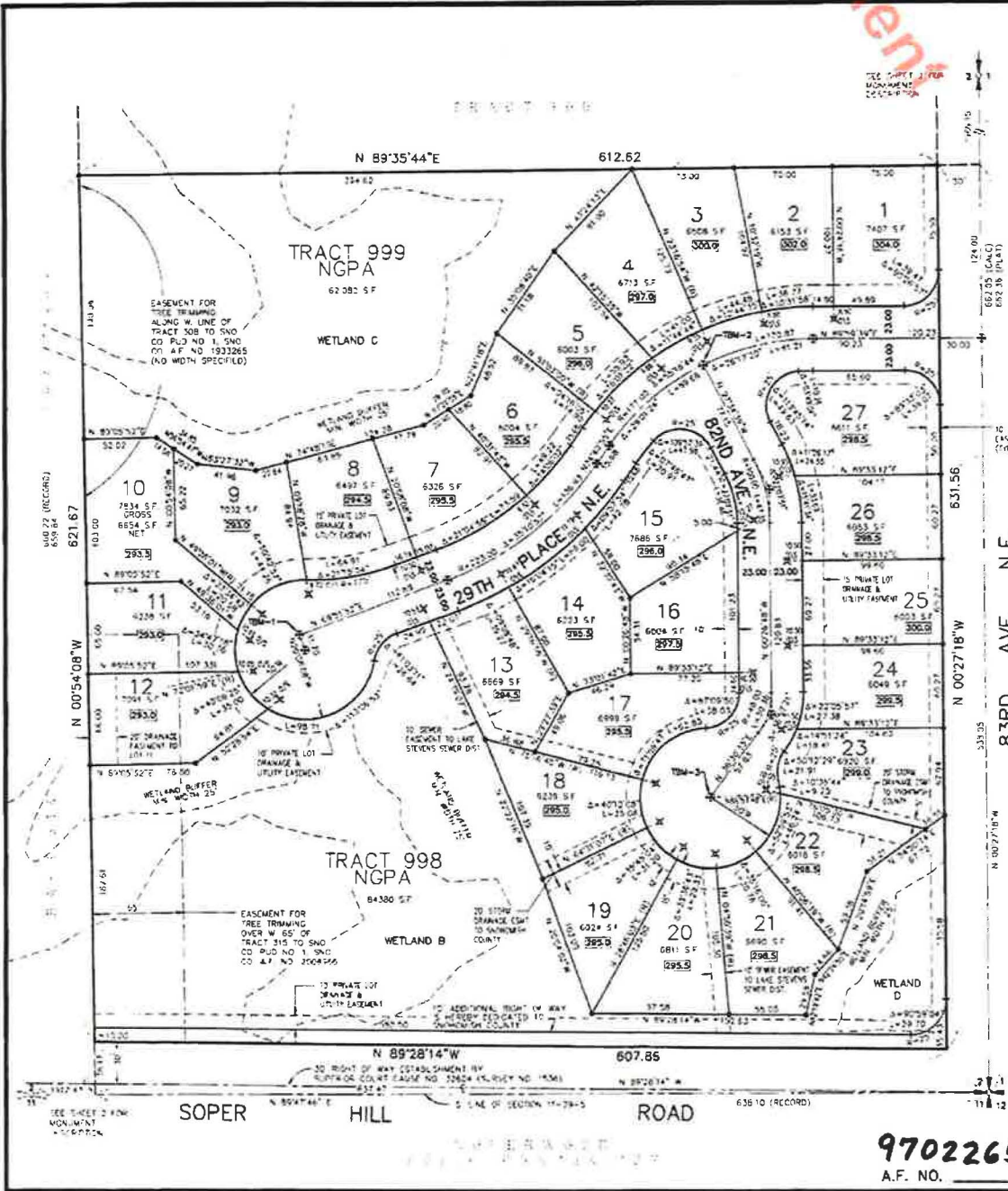


DODDS ENGINEERS, INC.
4305-148TH AVE. N.E., SUITE 200, BELLEVUE WA 98007, (206) 585-7671
JOB NO. 93065



PLANNED RESIDENTIAL DEVELOPMENT OF RIDGEWOOD PARK

AN ALTERATION OF TRACTS 308 AND 315, SUNNYSIDE FIVE ACRE TRACTS SE1/4, SE1/4, SEC 2, TWP 29 N, RGE 5 E, W.M. SNOHOMISH COUNTY, WASHINGTON
ZA 9405092



SCALE: 1" = 50'

VERTICAL DATUM

NOV 23 MONUMENT IN CASE STAMPED 30427.

BENCH MARKS

BM-1 - ELEV = 292.81
 BM-2 - ELEV = 296.31
 BM-3 - ELEV = 295.40

LEGEND

- * SET 1/2" x 24" LONG REBAR WITH PLASTIC SURVEY CAP STAMPED "DEI PLUS 30427" AND 2" x 3" WHITE GUARD STAKE.
- ⊗ SET SNOHOMISH COUNTY STANDARD CONCRETE MONUMENT IN CASE STAMPED 30427.
- 293.3 MINIMUM FINISH FLOOR ELEVATION TO OBTAIN DRAINAGE FLOW TO SANITARY SEWER SYSTEM
- X SET PACE IN LEAD W/ SHINER "30427" 9.50' OFFSET (0/5) TO TRUE CORNER, ON LOT LINE PROJECTION, UNLESS SHOWN OTHERWISE.



9702265005  **DODDS ENGINEERS, INC.**
 A.F. NO. 1205-140TH AVE N.E., SUITE 200, BELLEVUE, WA 98007 (206) 885-7877
JOB NO. 93085

EXHIBIT C

199907075008

SHEET 1 OF 3

RIDGEWOOD PARK DIV. II

AN ALTERATION OF TRACT 300, SUNNY SIDE FIVE ACRE TRACTS SE1/4, SE1/4, SEC 2, TWP 29 N, RGE 5 E, W.M. SNOHOMISH COUNTY, WASHINGTON PFN 97-107418 SD

LEGAL DESCRIPTION

TRACT 300 OF SUNNY SIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

RESTRICTIONS

- NO FURTHER SUBDIVISION OF ANY LOT WILL BE ALLOWED WITHOUT RESUBMITTING FOR FORMAL PLAT PROCEDURE.
- NO DIRECT ACCESS FROM LOTS 1 OR 11 IN THIS SUBDIVISION SHALL BE PERMITTED TO BSRD AVENUE N.E. ALL LOTS, EXCEPT LOT 10, SHALL TAKE VEHICULAR ACCESS FROM INTERIOR PLAT ROADS.
- THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER TITLE 19 OF THE SNOHOMISH COUNTY CODE IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH SAID CODE.
- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER OR HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO COUNTY ROAD PURPOSES.
- PRIOR APPROVAL MUST BE OBTAINED FROM THE DIRECTOR OF PUBLIC WORKS BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES, ARE LOCATED WITHIN ANY DRAINAGE EASEMENT, DELINEATED FLOOD PLAIN AREA OR DRAINAGE SWALE.
- S.C.C. TITLE 29C REQUIRES THE PER LOT FEE PAYMENT IN THE AMOUNT OF \$2,370.00 FOR EACH NEWLY DEVELOPABLE LOT FOR MITIGATION OF IMPACTS ON THE LAKE STEVENS SCHOOL DISTRICT. THE DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER THIS FEE PAYMENT OBLIGATION TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THIS FEE PAYMENT OBLIGATION SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOTS THEREIN.
- S.C.C. TITLE 29A REQUIRES THE PER LOT FEE PAYMENT IN THE AMOUNT OF \$1,237.00 FOR EACH NEWLY DEVELOPABLE LOT FOR MITIGATION OF IMPACTS ON THE COUNTY PARKS DISTRICT B. THE DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER THIS FEE PAYMENT OBLIGATION TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THIS FEE PAYMENT OBLIGATION SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OF THE LOTS THEREIN.
- NATIVE GROWTH PROTECTION AREA (NGPA) IS TO BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE, NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT REMOVAL OF HAZARDOUS TREES. THE ACTIVITIES AS SET FORTH IN SEC 32.10.110 (29) (a), (c), and (d), ARE ALLOWED WHEN APPROVED BY THE COUNTY.
- LOTS 1 THROUGH 11 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN WHICH REQUIRED SUPERVISOR SURFACES AND GRANS TO BE CONNECTED TO THE STORM WATER SYSTEM. SEE DRAINAGE PLAN FOR DETAILS.
- THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF ORDINANCE NO. 95-055 GRANTING A UTILITY FRANCHISE TO LAKE STEVENS SENIOR DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER REC. NO. 9802290317.
- THIS SITE IS SUBJECT TO A COSTS OF AMERXATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN DOUGLAS FIRM AND LAKE STEVENS SENIOR DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER REC. NO. 9708130482.
- THIS SITE IS SUBJECT TO A SENIOR SERVICES AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN LAKE STEVENS SENIOR DISTRICT AND DOUGLAS FIRM AS DISCLOSED BY INSTRUMENT RECORDED UNDER REC. NO. 9804160253.
- THIS SITE IS SUBJECT TO A DEVELOPER EXTENSION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF BETWEEN DOUGLAS FIRM AND LAKE STEVENS SENIOR DISTRICT AS DISCLOSED BY INSTRUMENT RECORDED UNDER REC. NO. 9802290448.
- THIS SITE IS SUBJECT TO RESTRICTIONS, CONDITIONS, DEDICATIONS, NOTES, EASEMENTS, AND PROMISSORS CONTAINED AND/OR DELINEATED ON THE FACE OF THE PLAT OF SUNNY SIDE FIVE ACRE TRACTS AS RECORDED IN VOLUME 7 OF PLATS, PAGE 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AFN # 199967075005

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT BELMARK INDUSTRIES, INC., A WASHINGTON CORPORATION, THE UNDERSIGNED DRIVES IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND CITY BANK, THE MORTGAGEE THEREOF, DO HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, DRIVES, AVENUES, PLACES AND OTHER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE 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 THE LOTS, BLOCKS, TRACTS ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL THE STREETS, AVENUES, PLACES, ETC. SHOWN HEREIN. ALSO THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS, TRACT OR TRACTS 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 ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF THE ROADS AND TRAYS SHOWN HEREIN, NO DRAINAGE WATER 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 TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. 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 THE SAID OWNER.

THAT SAID DEDICATION TO THE PUBLIC SHALL IN NO WAY BE CONSTRUED TO FORFEIT A RIGHT OF DIRECT ACCESS TO BSRD AVENUE N.E. FROM LOTS 1 AND 11, NOR SHALL THE COUNTY OF SNOHOMISH OR ANY OTHER LOCAL GOVERNMENTAL AGENCY WITHIN WHICH THE PROPERTY IS OR MAY BECOME LOCATED THERE BE REQUIRED TO DRAKE A PERMIT TO BUILD OR CONSTRUCT AN ACCESS OR APPROACH TO SAID STREET FROM SAID LOTS.

TRACT 909, A STORM DRAINAGE TRACT, AND TRACT 908, AN WOPA TRACT, ARE HEREBY GRANTED AND CONVEYED TOGETHER WITH ALL MAINTENANCE OBLIGATIONS TO LOTS 1 THROUGH 11 WITH AN EQUAL AND UNDIVIDED INTEREST UPON THE RECORDING OF THIS PLAT TOGETHER WITH ALL EVIDENT MAINTENANCE EASEMENT GRANTED AND CONVEYED TO SNOHOMISH COUNTY. THESE TRACTS SHALL REMAIN AN APPURTENANCE TO AND INDEPARABLE FROM EACH LOT.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS THIS 27. DAY OF June, 1999.

BELMARK INDUSTRIES, INC. CITY BANK
A WASHINGTON CORPORATION

Subramaniam Selvaraj
BY: SUBRAMANIAM SELVARAJ, PRESIDENT
ITS PRESIDENT COO
Michele Martin
BY: MICHELE B. MARTIN, ADV.
ITS CITY BANK REPRESENTATIVE LEASE

ACKNOWLEDGEMENTS

STATE OF WASHINGTON }
COUNTY OF Snohomish } 55

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT BRUCE MOONSHON 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 PRESIDENT OF BELMARK INDUSTRIES, INC., A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH CORPORATION FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED 20th 1999

Arthur A. Beauclerk
Arthur A. Beauclerk
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT 20444 W. MY COMMISSION EXPIRES 12/31/2001

STATE OF WASHINGTON }
COUNTY OF Snohomish } 55

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Michele Martin 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 PRESIDENT OF BELMARK INDUSTRIES, INC., A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED JUNE 27, 1999

Arthur A. Beauclerk
Arthur A. Beauclerk
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING AT 20444 W. MY COMMISSION EXPIRES 12/31/2001

A.F. NO.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF RIDGEWOOD PARK DIV. II IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 5, EAST, W.M. AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT, BLOCK AND TRACT CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND; THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

Kevin L. VandenKamden WLS/ea
PROFESSIONAL LAND SURVEYOR LICENSE NO. 30427 STATE OF WASHINGTON



APPROVALS

EXAMINED AND APPROVED THIS 26 DAY OF JUNE, 1999
William J. Sauer
SNOHOMISH COUNTY ENGINEER

EXAMINED AND APPROVED THIS 15 DAY OF JULY, 1999
Al Deana Marmore
SNOHOMISH COUNTY PLANNING AND DEVELOPMENT SERVICES DIRECTOR

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS 23 DAY OF July, 1999
Shawn M. Johnson
COUNTY COUNCIL CHAIRPERSON SNOHOMISH COUNTY, WASHINGTON

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING USE 2 TAXES.

Bob Hamilton
TREASURER, SNOHOMISH COUNTY
Konrad S. Wheeler
DEPUTY TREASURER, SNOHOMISH COUNTY
June 24, 1999

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF BELMARK INDUSTRIES, INC. THIS 27th DAY OF JUNE, 1999, AT 2:30 MINUTES PAST 10 A.M. AND RECORDED IN VOLUME 7 OF PLATS, PAGES 19, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Bob Terwilliger
AUDITOR, SNOHOMISH COUNTY
Shawn M. Johnson
DEPUTY COUNTY AUDITOR

DEI
DODDS ENGINEERS, INC.
4205 148th Ave. N.E. Suite 200
Bellevue, Washington 98007
(425) 885-7877 (425) 885-7983 Fax
JOB NO. 97062

19990707 5005

SHEET 2 OF 3

RIDGEWOOD PARK DIV. II

AN ALTERATION OF TRACT 300, SUNNY SIDE FIVE ACRE TRACTS
SE1/4, SE1/4, SEC 2, TWP 29 N, RCE 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON
PFN 97-10741B SD

BASIS OF BEARINGS

N 89°17'45"E ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 2, T. 29 N. R. 5 E. W.M., AS SHOWN ON THE PLAT OF SOPERWOOD, VOL. 56 OF PLATS, PGS. 124 THROUGH 127, RECORDS OF SNOHOMISH COUNTY, WASHINGTON

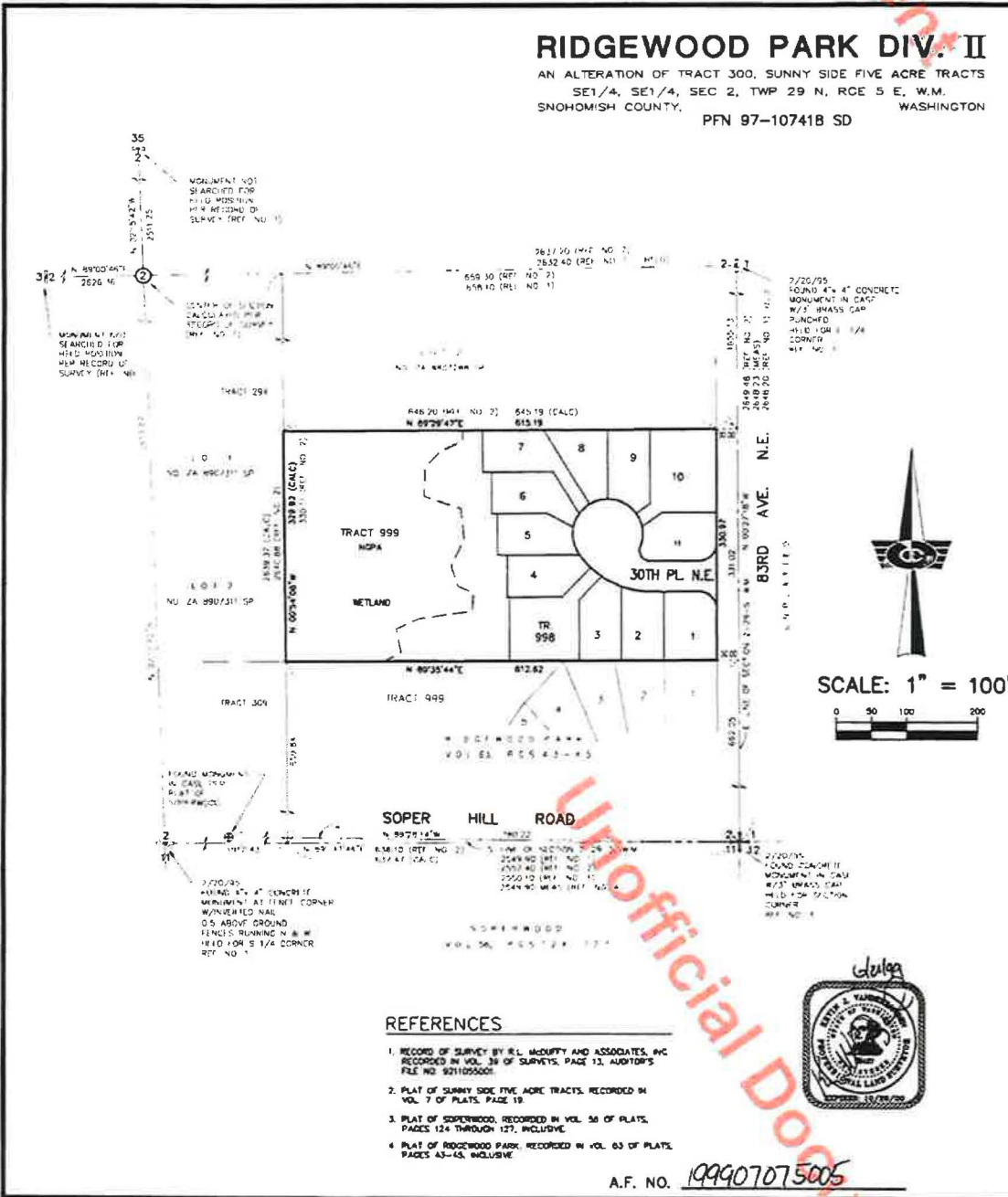
EASEMENT PROVISIONS

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS UNDER AND UPON THE EXTERIOR 10.00 FEET, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS, IN ORDER TO INSTALL, LAY, CONSTRUCT, REPAIR, OPERATE, MAINTAIN AND UNDERGROUND CONDUITS, CABLES, PIPE AND WELLS WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICE TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS, AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND 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 EASEMENTS.
2. SANITARY SEWER EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO LAKE STEVENS SEWER DISTRICT, WITH THE RIGHT OF INGRESS, EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD A SANITARY SEWER CONVEYANCE SYSTEM UNDER, UPON OR THROUGH THOSE LOTS AS SHOWN. EASEMENTS RESERVED FOR AND GRANTED TO LAKE STEVENS SEWER DISTRICT SHALL BE FREE FROM ALL STRUCTURES, SUCH AS COVERED PARKING DECKS, OVERHANGS, SHEDS, ETC.
3. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF LOTS 1 THROUGH 11 AND TRACT 998 UNDER AND UPON THE EXTERIOR 10.00 FEET, PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF SAID LOTS AND TRACTS FOR PRIVATE STORM DRAINAGE. THE OWNERS OF SAID LOTS AND TRACT ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE FACILITIES WITHIN SAID EASEMENT.
4. PRIVATE LOT DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF THE ADJACENT LOTS IDENTIFIED. THE OWNERS OF SAID LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE FACILITIES WITHIN SAID EASEMENTS.
5. EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY FOR INGRESS AND EGRESS TO ALL DRAINAGE FACILITIES (DETENTION AND CONVEYANCE) IN ORDER TO OPERATE TO DRAINAGE FACILITIES IN ORDER TO PROTECT THE HEALTH AND WELFARE OF THE PUBLIC FOR EMERGENCY PURPOSES ONLY. ALL LOT OWNERS IN COMMON SHALL RETAIN OWNERSHIP OF THE DETENTION SYSTEM, AS WELL AS THE RESPONSIBILITY OF MAINTENANCE. IN ADDITION TO EASEMENTS SHOWN ON THE FACE OF THE PLAT, TRACT 998 IS HEREBY RESERVED FOR DRAINAGE FACILITIES.
6. THE COUNTY SHALL HAVE RIGHTS AS OUTLINED ABOVE, BUT ALL LOT OWNERS IN COMMON SHALL SHARE EQUALLY THE DIRECT AND INDIRECT RESPONSIBILITY FOR MAINTENANCE OF THAT PORTION OF THE DRAINAGE SYSTEM LYING OUTSIDE OF PUBLIC RIGHT-OF-WAY.
7. ANY CONSTRUCTION, FILL, OR RELATED MATERIALS TO BE PLACED WITHIN OR AFFECTING SAID DRAINAGE EASEMENTS MUST FIRST BE APPROVED BY THE PUBLIC WORKS DEPARTMENT, OR IT SHALL BE REMOVED AT THE EXPENSE OF THE LOT OWNER OF RECORD.

SURVEY NOTES

1. THE SECTION SUBDIVISION FOR THIS SECTION IS BASED ON THE RECORD OF SURVEY BY R.L. MCDUFFY & ASSOCIATES, INC. AS FILED IN VOLUME 39 OF SURVEYS PAGE 13.
2. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM INFORMATION CONTAINED IN FIRST AMERICAN TITLE INSURANCE COMPANY PLAT CERTIFICATE ORDER NO. 117994 DATED FEBRUARY 10, 1999 AND SUPPLEMENTAL REPORT NO. 1 DATED FEBRUARY 23, 1999. IN PREPARING THIS MAP, DODDS ENGINEERS, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH. NOR IS DODDS ENGINEERS, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED FIRST AMERICAN COMMITMENT. DODDS ENGINEERS, INC. HAS RELIED WHOLLY ON FIRST AMERICAN'S REPRESENTATION OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE DID NOT QUALIFY THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
3. AREA OF SITE = 202,856± SQUARE FEET (4.6570± ACRES)
4. ALL DISTANCES ARE IN FEET.
5. THIS IS A FIELD TRAVERSE SURVEY. A LEITZ SETAC COMBINED ELECTRONIC 3 SECOND THEODOLITE AND INTEGRAL DISTANCE MEASURING METER WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIP BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OF EXCEEDED THOSE SPECIFIED IN WAC 355-130-000. DISTANCE MEASURING EQUIPMENT HAS BEEN COMPARED TO AN N.G.S. BASELINE WITHIN THE LAST YEAR.
6. ALL MONUMENTS SHOWN AS FOUND WERE FIELD VISTED THE WEEK OF FEBRUARY 20, 1999.

Dodds Engineers, Inc.
DEI
 4205 148th Ave. N.E. Suite 200
 Bellevue, Washington 98007
 (425) 885-7877 (425) 885-7963 Fax
JOB NO. 87062



REFERENCES

1. RECORD OF SURVEY BY R.L. MCDUFFY AND ASSOCIATES, INC. RECORDED IN VOL. 39 OF SURVEYS, PAGE 13, AUDITOR'S FILE NO. 9211050001.
2. PLAT OF SUNNY SIDE FIVE ACRE TRACTS, RECORDED IN VOL. 7 OF PLATS, PAGE 19.
3. PLAT OF SOPERWOOD, RECORDED IN VOL. 56 OF PLATS, PAGES 124 THROUGH 127, INCLUSIVE.
4. PLAT OF RIDGEWOOD PARK, RECORDED IN VOL. 63 OF PLATS, PAGES 43-44, INCLUSIVE.

A.F. NO. 19990707 5005

199907075005

SHEET 3 OF 3

RIDGEWOOD PARK DIV. II

AN ALTERATION OF TRACT 300, SUNNY SIDE FIVE ACRE TRACTS
SE1/4, SE1/4, SEC 2, TWP 29 N, RGE 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON
PFN 97-107418 SD

LOT 2
NO. ZA 8807288 SP

TRACT 294

LOT 1
NO. ZA 8907311 SP

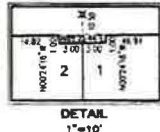
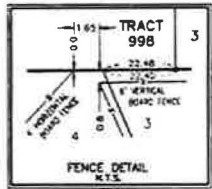
TRACT
999
N.G.P.A.
108,488 SF.
(SEE RESTR. 8, SHT. 1)

LOT 2
NO. ZA 8907311 SP

WETLAND
72,696 SF.

TRACT 309
SUNNY SIDE FIVE ACRF TRACTS
VOL. 7, PG. 19

COURSE	BEARING	DISTANCE
L1	N89°35'44"E	143.72'
L2	N89°30'44"E	174.29'
L3	N00°54'53"W	1.95'
L4	N81°00'14"E	22.78'
L5	N17°05'01"W	33.75'
L6	N64°30'55"E	34.86'
L7	N80°44'30"E	37.80'
L8	N62°33'30"E	38.24'
L9	N63°53'00"E	24.80'
L10	N63°03'11"W	24.81'
L11	N17°24'23"W	33.98'
L12	N2°01'53"E	61.43'
L13	N02°27'48"W	45.34'
L14	N72°06'29"W	54.83'
L15	N01°12'37"E	42.04'
L16	N43°29'10"E	31.24'
L17	N62°44'30"E	36.20'
L18	N00°30'13"W	14.29'
L19	N89°29'47"E	254.80'
L20	N89°29'47"E	28.00'



SCALE: 1" = 50'



LEGEND

- SET 1/2" x 24" LONG REBAR WITH PLASTIC SURVEY CAP STAMPED "D" PLS 30427" AND 2" x 3" WHITE QUAD STAKE.
- FOUND 1/2" REBAR WITH PLASTIC SURVEY CAP STAMPED "D" PLS 30427, UNLESS OTHERWISE NOTED.
- SET SNOHOMISH COUNTY STANDARD CONCRETE MONUMENT IN CASE STAMPED 30427.
- ✕ SET TACK IN LEAD W/ SHOWER "30427" 0.50' OFFSET (0/5) TO TRUE CORNER, ON LOT LINE PROJECTION, UNLESS SHOWN OTHERWISE.



83RD AVE. N.E. UNPLAIED

SOPER HILL ROAD

DEI
4265 142th Ave. N.E. Suite 200
Bellevue, Washington 98007
(425) 866-7877 (425) 866-7863 Fax
JOB NO. 97062

A.F. NO. 199907075005

EXHIBIT D

HEARTLAND ESTATES

AN ALTERATION TO LOTS 284 AND 293, SUNNY SIDE FIVE ACRE TRACTS NE1/4 & SE1/4, SE1/4, SEC. 2, TWP. 29 N., R. 5 E., W.M. SNOHOMISH COUNTY, WASHINGTON PFN 08-100988 8D

LEGAL DESCRIPTION

LOT 284, SUNNY SIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 19, IN SNOHOMISH COUNTY, WASHINGTON.

AND LOTS 1 - 2 OF SHORT PLAT ZAB007286SP RECORDED UNDER RECORDING NUMBER 8905240192, BEING A PORTION OF LOT 293, SUNNY SIDE FIVE ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 7 OF PLATS, PAGE 19, IN SNOHOMISH COUNTY, WASHINGTON.

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT RIDGEWOOD PARK III, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER(S) IN FEE SIMPLE OF THE LAND HEREBY PLATED, AND EVERTRUST BANK, THE MORTGAGEE THEREOF, HEREBY DECLARE THIS 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 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 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 ESTABLISHED 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 ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS 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 SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

THAT SAID DEDICATION TO THE PUBLIC SHALL IN NO WAY BE CONSTRUED TO PERMIT A RIGHT OF DIRECT ACCESS TO 33RD AVENUE N.E. FROM LOTS NUMBERED 1 AND 27 THROUGH 34, NOR SHALL THE COUNTY OF SNOHOMISH 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 AN ACCESS OF APPROACH TO SAID STREET FROM SAID LOTS.

TRACT 989, OPEN SPACE/RETENTION, WATER QUALITY FACILITY, AND PUBLIC DRAINAGE EASEMENT, TRACT 998, OPEN SPACE; AND TRACT 997, NATIVE GROWTH PROTECTION AREA/OPEN SPACE, ARE HEREBY GRANTED AND CONVEYED TO THE HEARTLAND ESTATES HOMEOWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO SNOHOMISH COUNTY. OWNERSHIP AND MAINTENANCE OF SAID TRACTS CONSISTENT WITH COUNTY CODE SHALL BE THE RESPONSIBILITY OF THE HOA UNLESS AND UNTIL TRACT OWNERSHIP BY ALL LOTS WITHIN THIS SUBDIVISION IS AUTHORIZED PURSUANT TO A FINAL PLAT ALTERATION. USE OF SAID TRACTS IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE HOA AND THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE COUNTY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF SAID TRACTS. IN THE EVENT THAT THE HOA SHOULD BE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS. MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA, THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF, WE HAVE SET OUR HANDS AND SEALS THIS 5th DAY OF January, 2004.

RIDGEWOOD PARK III, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

BY: [Signature] TITLE: Manager
PRINTED NAME: Robert M. Miller

EVERTRUST BANK
BY: [Signature] TITLE: S.V.P.
PRINTED NAME: Robert Mall

ACKNOWLEDGMENTS

STATE OF Washington
COUNTY OF Snohomish 155

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Robert Mall IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON DATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 1/5/04
SIGNATURE: [Signature]
(PRINT NAME) William R. Hasegawa
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Lake Stevens
MY APPOINTMENT EXPIRES 5/30/06
STATE OF Washington 155
COUNTY OF Snohomish



I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Robert Mall IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON DATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Secretary Vice President OF EVERTRUST BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 1/5/04
SIGNATURE: [Signature]
(PRINT NAME) William R. Hasegawa
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Lake Stevens
MY APPOINTMENT EXPIRES 5/30/06



APPROVALS

COUNTY ENGINEER APPROVAL
EXAMINED AND APPROVED THIS 9th DAY OF JANUARY, 2004
[Signature]
SNOHOMISH COUNTY ENGINEER

PLANNING AND DEVELOPMENT SERVICES APPROVAL
EXAMINED AND APPROVED THIS 12th DAY OF January, 2004
[Signature]
SNOHOMISH COUNTY PLANNING & DEVELOPMENT SERVICES DIRECTOR

CHAIRMAN, COUNTY COUNCIL
EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS 21st DAY OF JANUARY, 2004
[Signature]
COUNTY COUNCIL CHAIR PERSON
SNOHOMISH COUNTY, WASHINGTON

TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING 2004 TAXES.

BY: [Signature] TITLE: Treasurer
PRINTED NAME: Bob Dantini
BY: [Signature] TITLE: Deputy Treasurer
PRINTED NAME: Kimberly Haul



IN ACCORDANCE WITH RCW SECTION 59.12 PERMITS RELATING TO A PLAT A FEE MUST BE PAID IN ADVANCE TAXES THE NEXT YEAR.

INDEXING DATA: LOTS 284 & 293, SUNNY SIDE FIVE ACRE TRACTS, VOL. 7, PG. 19; NE1/4 & SE1/4, OF THE SE1/4, SEC. 2, T. 29 N., R. 5 E., W.M.

AUDITOR'S CERTIFICATE
Filed for record at the request of Group Four, Inc. this 9th day of JANUARY, 2004, at 4 minutes past 2 pm, and recorded in Volume 600012176 of plats, page 1; AFN 600012176 records of Snohomish County, Washington.

[Signature] By [Signature]
Auditor, Snohomish County Deputy County Auditor



LAND SURVEYOR'S CERTIFICATE
I hereby certify that the plat of HEARTLAND ESTATES is based upon an actual survey and subdivision of Sec. 2, Twp. 29 N., Rng. 5 E., W.M., as required by state statutes; that the distances, courses and angles are shown thereon correctly; that the monuments shall be set and the lot and block corners shall be marked correctly on the ground; that I fully complied with the provisions of the state and local statutes and regulations governing platting.

[Signature] 3650 12/16/2003
Donald K. Roupe, Reg. P.L.S. Certificate No. 12/16/2003 Date

GROUP FOUR, Inc.
18030 JUANITA-WOODINVILLE WAY NE
BOTHELL, WASHINGTON 98011
(425)776-4581 • (206)382-4844 • FAX(206)382-3819
SURVEYING ENGINEERING PLANNING MANAGEMENT

JOB NO.: 02-8035 DATE: 12/16/03 SHEET: 1 OF 4
AUDITOR'S FILE NO.:

HEARTLAND ESTATES

AN ALTERATION TO LOTS 284 AND 293, SUNNY SIDE FIVE ACRE TRACTS
NE1/4 & SE1/4, SE1/4, SEC. 2, TWP. 29 N., R. 5 E., W.M.

SNOHOMISH COUNTY, WASHINGTON
PFN 03-100389 8D

RESTRICTIONS

- NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR NEW SUBDIVISION OR SHORT SUBDIVISION.
- THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER CHAPTER 30.41A SCC OR PREVIOUSLY UNDER TITLE 19 SCC IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH CHAPTER 30.41A SCC OF THE SNOHOMISH COUNTY CODE.
- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER OR HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO COUNTY ROAD PURPOSES.
- SCC TITLE 26A REQUIRES THE PER NEW UNIT FEE PAYMENT IN THE AMOUNT OF \$1040.00, FOR MITIGATION OF IMPACTS ON THE COUNTY PARKS DISTRICT (DISTRICT NO. 8). THE DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER THIS FEE PAYMENT OBLIGATION TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THIS FEE PAYMENT OBLIGATION SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOT(S) THEREIN.
- THE LOTS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE LAKE STEVENS SCHOOL DISTRICT TO BE DETERMINED BY THE CERTIFIED AMOUNT WITHIN THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE, IN ACCORDANCE WITH THE PROVISIONS OF SSC 26C 20.020 CREDIT SHALL BE APPLIED TO LOTS 1, 2, 3 AND 4.
- SCC TITLE 26B(30.668) REQUIRED THE NEW LOT MITIGATION PAYMENTS IN THE AMOUNTS SHOWN BELOW FOR EACH SINGLE-FAMILY RESIDENCE BUILDING PERMIT: \$1,731.04 PER LOT FOR MITIGATION OF IMPACTS ON COUNTY ROADS PAID TO THE COUNTY.
\$56.84 PER LOT FOR TRANSPORTATION DEMAND MANAGEMENT PAID TO THE COUNTY.
\$303.99 PER LOT FOR MITIGATION OF IMPACTS ON STATE HIGHWAYS PAID TO THE COUNTY.
\$1,099.36 PER LOT FOR MITIGATION OF IMPACTS ON MARYSVILLE STREETS PAID TO THE CITY.
\$185.00 PER LOT FOR MITIGATION OF IMPACTS ON ARLINGTON STREETS PAID TO THE CITY.
THE DEVELOPER OF THE SUBDIVISION HAS ELECTED TO DEFER THESE PAYMENT OBLIGATIONS TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THESE PAYMENT OBLIGATIONS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOTS HEREIN. ONCE A BUILDING PERMIT HAS BEEN ISSUED FOR A LOT, ALL MITIGATION PAYMENTS FOR THAT LOT SHALL BE DEEMED PAID.
- PRIOR APPROVAL MUST BE OBTAINED FROM THE DIRECTOR OF PUBLIC WORKS BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES, ARE LOCATED WITHIN ANY DRAINAGE EASEMENT, DELINEATED FLOOD PLAIN AREA OR DRAINAGE SWALE.
- LOTS 1 THROUGH 34 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN WHICH REQUIRED INVERTS SURFACES AND DRAINS TO BE CONNECTED TO THE STORM WATER SYSTEM. SEE DRAINAGE PLAN FOR DETAILS.
- ALL NATIVE GROWTH PROTECTION AREAS ARE TO BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE. NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OR PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT REMOVAL OF HAZARDOUS TREES. THE ACTIVITIES AS SET FORTH IN SCC 32.10.11D(29)A), (C) AND (D), ARE ALLOWED WHEN APPROVED BY THE COUNTY.
- LOTS 1 THROUGH 34 HAVE BEEN APPROVED BASED ON AN APPROVED SEWER PLAN WHICH REQUIRED THAT MINIMUM FLOOR ELEVATIONS BE ESTABLISHED FOR CONNECTION TO THE SEWER SYSTEM. SEE UTILITY FOR DETAILS.
- THIS PLAT SUPERCEDES ALL COVENANTS, CONDITIONS, AND RESTRICTIONS AND EASEMENTS AS CONTAINED IN SHORT PLAT ZAB07286SP RECORDED UNDER AUDITOR'S FILE NUMBER 6905240152.
- SUBJECT TO CITY OF MARYSVILLE RECOVERY CONTRACT NO. 333, LATECOMERS BENEFITING FROM PHASE I OF THE TRUNK D SEWAGE LIFT STATION, RECORDED UNDER AUDITOR'S FILE NUMBER 200109300299.
- SUBJECT TO ANNEXATION COVENANT AND POWER OF ATTORNEY AS RECORDED UNDER AUDITOR'S FILE NUMBER 200303191325.
- SUBJECT TO CITY OF MARYSVILLE RECOVERY CONTRACT NO. 251, LATECOMERS BENEFITING FROM PHASE II OF THE TRUNK D SEWAGE LIFT STATION, RECORDED UNDER AUDITOR'S FILE NUMBER 200304240266.
- SUBJECT TO CITY OF MARYSVILLE CONTRACT FOR RECOVERY OF UTILITY CONSTRUCTION COSTS BENEFITING FROM PHASE II OF THE TRUNK D, RECORDED UNDER AUDITOR'S FILE NUMBER 200304240268.
- SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER AUDITOR'S FILE NUMBER 20040110152.

PRIVATE EASEMENT PROVISIONS

THE PRIVATE DRAINAGE EASEMENT WITHIN LOTS 14 AND 22, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO LOTS 14, 21, 22, AND 23, THE OWNERS OF LOTS 14, 21, 22 AND 23 SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER. SEE ROAD AND DRAINAGE PLAN FOR DETAIL.

THE PRIVATE DRAINAGE EASEMENT WITHIN LOTS 18 AND 19, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO LOTS 18, 19, AND 20. THE OWNERS OF LOTS 18, 19, AND 20 SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY HAVE BENEFIT OF USE, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER. SEE ROAD AND DRAINAGE PLAN FOR DETAIL.

PRIVATE EASEMENT PROVISIONS (CONTINUED)

THE PRIVATE DRAINAGE EASEMENT WITHIN TRACT 99B, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO THE HEARTLAND ESTATES HOMEOWNERS ASSOCIATION (HOA). THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THE DRAINAGE FACILITIES LOCATED THEREIN. SEE ROAD AND DRAINAGE PLAN FOR DETAILS.

THE PRIVATE SIDE SEWER EASEMENT WITHIN LOT 19, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO LOT 20. THE OWNER OF LOT 20 SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THE SIDE SEWER LOCATED THEREIN. SEE SEWER PLAN FOR DETAILS.

THE PRIVATE SIDE SEWER EASEMENT WITHIN LOT 22, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO LOT 21. THE OWNER OF LOT 21 SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THE SIDE SEWER LOCATED THEREIN. SEE SEWER PLAN FOR DETAILS.

THE PRIVATE SIDE SEWER EASEMENT WITHIN LOT 25, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO LOT 26. THE OWNER OF LOT 26 SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THE SIDE SEWER LOCATED THEREIN. SEE SEWER PLAN FOR DETAILS.

DRAINAGE FACILITY MAINTENANCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED [GRANTOR], AOREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND.

GRANTOR BY EXECUTION OF THIS COVENANT ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INURE TO GRANTOR, DOWNSTREAM PROPERTY OWNERS, AND THE GENERAL PUBLIC, AND THAT SNOHOMISH COUNTY (COUNTY) AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. COUNTY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC.

GRANTOR, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTOR'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORMWATER DRAINAGE SYSTEM, AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORMWATER FLOW REGULATION SYSTEM DETENTION PONDS, VAULTS, PIPES, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORMWATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- COUNTY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
- IF COUNTY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, COUNTY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR THE GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, COUNTY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF COUNTY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT COUNTY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE COUNTY OR PAY COUNTY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN COUNTY'S STATEMENT.
- IF COUNTY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, COUNTY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF COUNTY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD THE COUNTY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
- WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, COUNTY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTOR AS PROVIDED IN RCW 4.56.190.
- GRANTOR COVENANTS THAT ALL OF THE OWNERS, CONTRACT PURCHASERS AND LIEN HOLDERS OF THE PROPERTY DESCRIBED HEREIN HAVE SIGNED THE DEDICATION AND/OR DECLARATION OF THIS SUBDIVISION, THAT THEY HAVE THE RIGHT TO GRANT THIS COVENANT ON THE PROPERTY, AND THAT THE TITLE TO THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES WHICH WOULD INTERFERE WITH THE ABILITY TO GRANT THIS COVENANT.



200401101516

GROUP FOUR, Inc.
18030 JUANITA-WOODINVILLE WAY NE
BOYDILL, WASHINGTON 98011
(425)775-1581 • (206)522-1804 • FAX(206)582-3810
PROPERTY SURVEYING ENGINEERING PLANNING MANAGEMENT

JOB NO.: 02-8035 DATE: 12/16/03 SHEET: 2 of 4
AUDITOR'S FILE NO.:

HEARTLAND ESTATES

AN ALTERATION TO LOTS 284 AND 293, SUNNYSIDE FIVE ACRE TRACTS NE1/4 & SE1/4, SE1/4, SEC. 2, TWP. 29 N., R. 5 E., W.M. SNOHOMISH COUNTY, WASHINGTON PFN 03-100368 8D

EASEMENT PROVISIONS

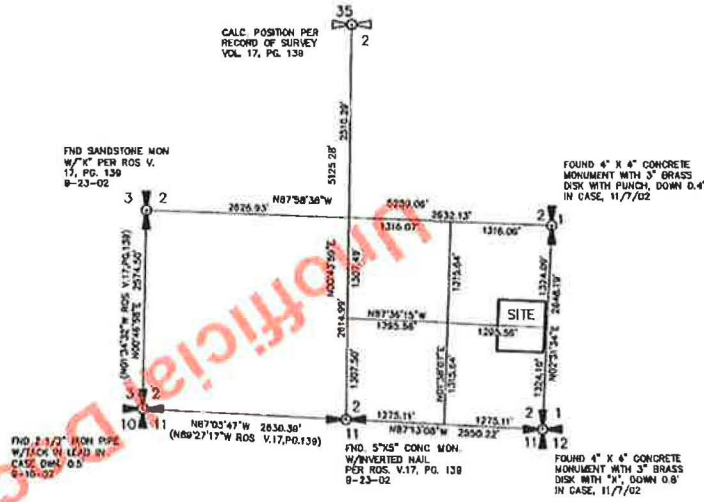
AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND PIPES AND APPURTENANCES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH SEWER AND WATER SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

SEWER EASEMENT PROVISIONS

THE SEWER EASEMENTS AS SHOWN HEREON ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF MARYSVILLE FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE SANITARY SEWER SYSTEM, TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS FOR SUCH PURPOSE.

LEGEND

- | | |
|----------------|---|
| AF NO. | AUDITOR'S FILE NUMBER |
| C.O.M. | CITY OF MARYSVILLE |
| DE | DRAINAGE EASEMENT |
| H.O.P.A. | HABITAT GROWTH PROTECTION AREA |
| PDE | PRIVATE DRAINAGE EASEMENT |
| PSSE (N) | PRIVATE SIDE SEWER EASEMENT |
| R | RADIAL |
| RANGE | RANGE |
| ROS | RECORD OF SURVEY |
| R-D-W | RIGHT-OF-WAY |
| SSE | SANITARY SEWER EASEMENT GRANTED TO CITY OF MARYSVILLE |
| SEC. | SECTION |
| SE, NE, NW, SW | SOUTHEAST, NORTHEAST, NORTHWEST, SOUTHWEST |
| S, N, E, W | SOUTH, NORTH, EAST, WEST |
| SF | SQUARE FEET |
| T | TOWNSHIP |
| TR | TRACT |
| W.M. | WILLAMETTE MERIDIAN |
| + | SUBDIVISION CORNER / FOUND |
| + | SUBDIVISION CORNER / FOUND |
| + | SUBDIVISION CORNER / FOUND |
| + | EXISTING MONUMENT AS NOTED |
| + | EXISTING REBAR OR IRON PIPE AS NOTED |
| + | SET STANDARD SNOHOMISH COUNTY MONUMENT / CASE & BRASS CAP WITH PUNCH MARK, LS NO. 30450 |
| + | SET TACK & SHIRNER, LS NO. 30450 (SEE CURB PLUG TABLE) |
| X | SET 1/2" X 24" REBAR WITH PLASTIC CAP, LS NO. 30450 |
| o | |



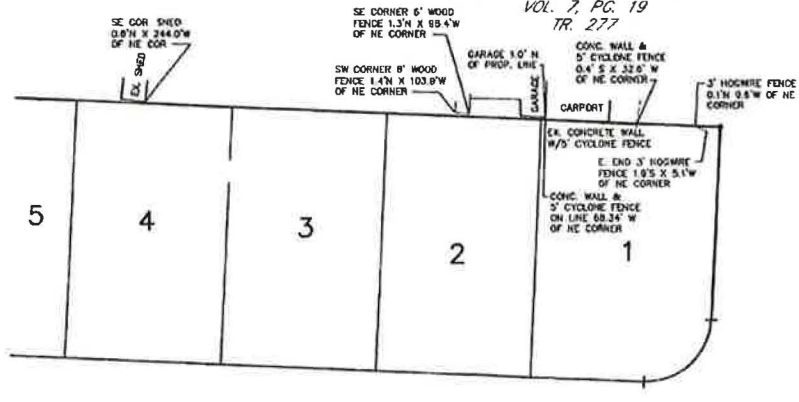
CURB PLUG TABLE

1-11.81'	2-10.19'	3-9.90'
4-11.72'	5-10.22'	6-10.22'
7-11.73'	8-12.17'	9-10.17'
10-11.65'	11-10.09'	12-10.15'
13-11.66'	14-12.16'	15-10.13'
16-11.60'	17-11.56'	18-10.23'
19-11.68'	20-11.70'	21-10.34'
22-10.65'	23-11.74'	24-11.77'
25-11.33'	26-11.60'	27-11.71'
28-10.42'	29-11.82'	30-11.88'
31-10.08'	32-10.95'	33-11.73'
		34-11.79'

NOTE: DISTANCE FROM LOT CORNER TO CURB PLUG (TACK & SHIRNER, LS NO. 30450) ON LOT LINE EXTENDED.

SE1/4, SEC. 2, T. 29 N., R. 5 E., W.M.
BASIS OF BEARINGS: WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., EQUALS N00°46'50"E, SUBDIVISION PER RECORD OF SURVEY, RECORDED IN VOLUME 13 OF SURVEYS, PAGE 139, AUDITOR'S FILE NO. 8304225014.

SUNNYSIDE FIVE ACRE TRACTS VOL. 7, PG. 19 TR. 277



DETAIL OF 20' DRAINAGE & SEWER EASEMENT LOTS 13-15
SCALE 1" = 50'

DETAIL "A" ENCROACHMENTS OF NORTH LINE
SCALE 1" = 30'

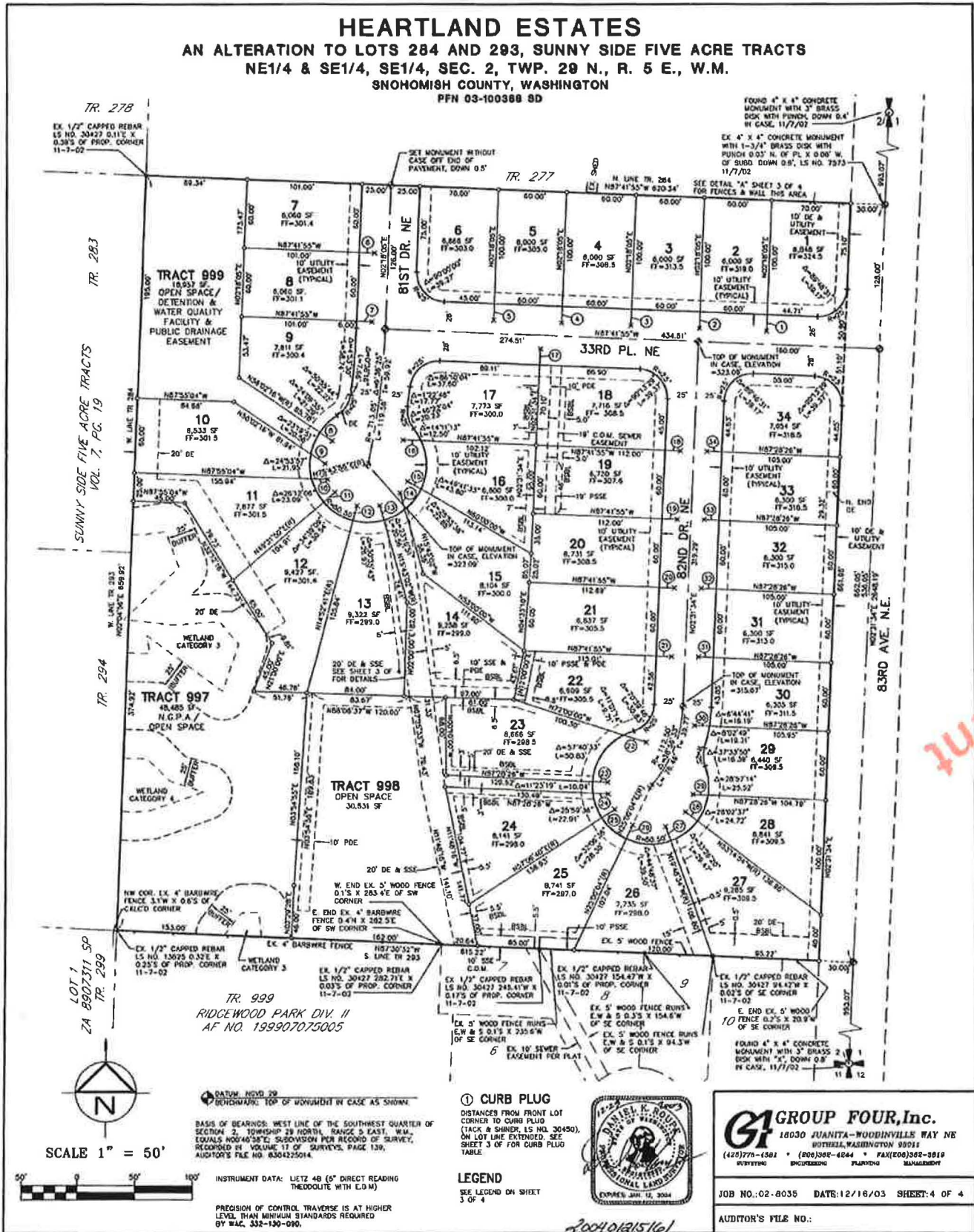


GROUP FOUR, Inc.
16030 JUANITA-WOODINVILLE WAY NE
BOTHELL, WASHINGTON 98011
(425)726-4681 • (206)882-4244 • FAX (206)861-3810
SURVEYING ENGINEERING PLANNING MANAGEMENT

JOB NO.: 02-8055 DATE: 12/16/03 SHEET: 3 OF 4
AUDITOR'S FILE NO.:

HEARTLAND ESTATES

AN ALTERATION TO LOTS 284 AND 293, SUNNY SIDE FIVE ACRE TRACTS NE1/4 & SE1/4, SE1/4, SEC. 2, TWP. 29 N., R. 5 E., W.M. SNOHOMISH COUNTY, WASHINGTON PFN 03-100368 9D



TR. 278
EX. 1/2" CAPPED REBAR
LS NO. 30427 0.115" X
0.38" OF PROP. CORNER
11-7-02

FOUND 4" X 4" CONCRETE
MONUMENT WITH 3" BRASS
DOCK WITH PUNCH DOWN 0.4"
IN CASE, 11/7/02

TR. 283
SUNNY SIDE FIVE ACRE TRACTS
VOL. 7, PG. 19

TR. 294

LOT 1
ZA 8907311 SP
TR. 299

TR. 999
RIDGEWOOD PARK DIV. II
AF NO. 199907075005



SCALE 1" = 50'



DATUM: NAD 83
BENCHMARK: TOP OF MONUMENT IN CASE AS SHOWN
BASIS OF BEARINGS: WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M. (EQUALS 800'40" S); SUBDIVISION PER RECORD OF SURVEY, RECORDED IN VOLUME 17 OF "SURVEYS", PAGE 130, AUDITOR'S FILE NO. 8304225014.

INSTRUMENT DATA: LIETZ 48 (6" DIRECT READING THEODOLITE WITH L.D.M.)
PRECISION OF CONTROL TRAVERSE IS AT HIGHER LEVEL THAN MINIMUM STANDARDS REQUIRED BY RAC. 332-130-090.

① CURB PLUG
DISTANCES FROM FRONT LOT CORNER TO CURB PLUG (TRACK & SHOWN, LS NO. 30450), ON LOT LINE EXTENDED. SEE SHEET 3 OF 4 FOR CURB PLUG TABLE.

LEGEND
SEE LEGEND ON SHEET 3 OF 4



GROUP FOUR, Inc.
18030 JUANITA-WOODBURN WAY NE
BOTHELL, WASHINGTON 98011
(425)776-4581 • (206)398-4284 • FAX(206)368-8819
SURVEYING • ENGINEERING • PLANNING • MANAGEMENT

JOB NO.: 02-8036 DATE: 12/16/03 SHEET: 4 OF 4
AUDITOR'S FILE NO.:

200401615161