BEGINNING AT A POINT ON THE WEST LINE OF SAID SUBDIVISION THAT BEARS NORTH 0°09'30" EAST 996.18 FEET FROM THE SOUTHWEST CORNER THEREOF, SAID POINT BEING IN THE LINE OF AN OLD ESTABLISHED BOUNDARY FENCE; THENCE SOUTH 89°05'16" EAST ALONG SAID BOUNDARY FENCE LINE 22°40'18" WEST ALONG SAID RIGHT-OF-WAY LINE OF THE COUNTY ROAD; THENCE SOUTH ENCE SOUTH LINE OF THE NORTHERLY 5 ACRES OF THAT PORTION OF SAID SUBDIVISION LYING OF SAID NORTHERLY 5 ACRES OF THE WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHERLY 5 ACRES 549.49 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 0°09'30" EAST 45.71 FEET TO THE POINT OF BEGINNING. 4 5

6

PARCEL B:
THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 33, TOWNSHIP 128 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION; THENCE SOUTH 89'18'29" EAST ALONG THE NORTH LINE THEREOF, 295.24 FEET; THENCE SOUTH 0'04'31" WEST 293.64 FEET; THENCE SOUTH 89'05'16" EAST 280.05 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE COUNTY ROAD; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, 68.21 FEET TO A LINE 10.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTH 5 ACRES OF THAT PORTION OF SAID SUBDIVISION, LYING WESTERLY RIGHT OF WAY LINE OF THE COUNTY ROAD; THENCE NORTH 89'18'29" WEST ALONG SAID PARALLEL LINE, 549.58 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE NORTH 0'09'30" EAST 357.97 FEET TO THE POINT OF BEGINNING; EXCEPT THAT PORTION LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE AS CONTAINED IN BI-2-03277-8; Z

BEGINNING AT A POINT ON THE WEST LINE OF SAID SUBDIVISION THAT BEARS NORTH 0°09'30" EAST 996.18 FEET FROM SOUTHWEST CORNER THEREOF, SAID POINT BEING IN THE LINE OF AN OLD ESTABLISHED BOUNDARY FENCE;
THENCE SOUTH 89°05'16" EAST ALONG SAID BOUNDARY FENCE LINE 567.48 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE COUNTY ROAD AND TERMINUS OF THE HEREIN DESCRIBED LINE. 8

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

DEDICA TION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT GORDON P. REYKDAL AND JANICE I.

REYKDAL, HUSBAND AND WIFE, THE UNDERSIGNED OWNERS, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, A VENUES, 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.

HALLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE TI) 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 OMMER 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 MATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTIAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNERS.

TRACTS 998 AND 999 ARE HEREBY GRANTED AND CONVEYED TO THE OWNER OF ANY LOT SHALL BE THE CONVERSY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE OTHER OF ANY LOT SHEET OF THE HOA WILL'STREEK.

OWNERSHIP AND MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE OTHER CITY OF MILL'STREEK.

OWNERSHIP AND MAINTENANCE EASEMENT GRANTED AND CONVEYED TO THE OTHER CITY OF MILL'STREEK.

OWNERSHIP OF THA SPECIFIED IN THE APPROVED FINAL PLAT ALTERATION. USE OF SAID THACTS IS SUBDIVISION SHALL COMPLY MITH THOSE COUNTY RECOLD THE DAWLESS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY MITH THOSE COUNTY RECOLD THE FRACTS.

THEN EACH LOT SHALL HAVE AN EQUIAL AND UNDIVIDED OWNERSHIP INTEREST IN THE HOA SHALL COUNTERSHIP OF SAID THACTS. IN THE HOA SHALL BY THE HOA AND HAVE ASSUMED COMMERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER FRACTS OF MAINTAINING THE TRACTS.

MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTAINING THE TRACTS.

MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTAINING THE BRIDTING UPON AND SHALL COUNTERSHIP AND SHALL BE BINDING UPON AND ALL OTHERS HAVING ANY INTEREST IN THE HOA. THE LOTS WITHIN THE BROCKS OF ALL OTS.

IN MITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS STORY DAY

RESTRICTIONS

NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR A SUBDIVISION OR SHORT SUBDIVISION.

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THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDINISION PLATTED AND FILED UNDER 30.41 SCC OR PREVIOUSLY UNDER TITLE 19 SCC IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE TITLE 30.41A OF SNOHOMISH COUNTY CODE.

THE HOMEOWNER'S ASSOCIATION AND THE OWNERS OF ANY LOT WITHIN THIS PLAT SHALL BE RESPONSIBLE TO PROVIDE ROADSIDE MAINTENANCE TO THE BACK OF CURB, INCLUDING STREET TREES, ALONG THE ROADWAY FRONTAGE PER MILL CREEK MUNICIPAL CODE. THIS INCLUDES ALL SERVICE AND MAINTENANCE, EXCEPT FOR STRUCTURAL SIDEWALK REPAIRS, WHICH SHALL BE THE RESPONSIBILITY OF THE CITY OF MILL CREEK.

THE LOTS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE EVERETT SCHOOL DISTRICT NO. 2 TO BE DETERMINED BY THE CERTIFIED AMOUNT MITHIN 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 SCC 30.66C.010. CREDIT SHALL BE GIVEN FOR THE TWO (2) EXISTING PARCELS. LOTS 1 AND 2 SHALL RECEIVE CREDIT.

ALL NATIVE GROWTH PROTECTION AREAS SHALL 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 SEFORTH IN MCMC 18.06 ARE ALLOWED WITH THE WRITTEN APPROVAL OF THE CITY OF MILL CREEK.

CHAPTER 30,66B SCC REQUIRES THE NEW LOT MITIGATION PAYMENTS IN THE AMOUNTS SHOWN BELOW FOR EACH SINGLE-FAMILY RESIDENTIAL BUILDING PERMIT: AS SET

\$1,956.84 PER LOT FOR MITIGATION OF IMPACTS ON COUNTY ROADS PAID TO THE COUNTY, \$68.54 PER LOT FOR TRANSPORTATION DEMAND MANAGEMENT PAID TO THE COUNTY, \$426.86 PER LOT FOR MITIGATION OF IMPACTS ON THE CITY OF MILL CREEK STREETS PAID TO THE CITY.

THESE PAYMENTS ARE DUE PRIOR TO OR AT THE TIME OF INDIVIDUAL BUILDING PERMIT ISSUANCE FOR EACH SINGLE FAMILY RESIDENCE. NOTICE OF THESE MITICATION PAYMENT OBLIGATIONS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOTS THEREIN. ONCE BUILDING PERMIT HAS BEEN ISSUED ALL MITICATION PAYMENTS SHALL BE DEEMED PAID. PROOF OF PAYMENT IS REQUIRED.

THE DWELLING UNITS WITHIN THIS DEVELOPMENT ARE SUBJECT TO PARK IMPACT FEES IN THE AMOUNT OF \$1244.49 PER NEWLY APPROVED DWELLING UNIT, AS MITIGATION FOR IMPACTS TO THE NAKEETA BEACH SERVICE AREA (#307) OF THE COUNTY PARKS SYSTEM IN ACCORDANCE WITH SCC 30.664. PAYMENT OF THESE MITIGATION FEES IS REQUIRED PRIOR TO BUILDING PERMIT ISSUED BY MAY 20, 2010 (FIVE YEARS AFTER THE COMPLETENESS DATE OF THE SUBJECT APPLICATION), AFTER THIS DATE, PARK IMPACT FEES SHALL BE BASED UPON THE RATE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.

LOTS 1 - 21 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN WHICH REQUIRED IMPERVIOUS SURFACES AND DRAINS TO BE CONNECTED TO THE STORM WATER SYSTEM. SEE DRAINAGE PLAN FOR DETAILS.

9 LOTS 1 - 21 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.

10) THIS PLAT IS SUBJECT TO THE FOLLOWING RECORDED CONDITIONS:

(1) RECORDING #11025875 - EXCEPTIONS AND RESERVATIONS
(2) RECORDING #1893633 - P.U.D. #1 EASEMENT (UNSURVEYABLE)
(3) RECORDING #7808110274 - SHORT PLAT
(4) RECORDING #8212210141 - SHORT PLAT
(5) RECORDING #9311040440 - WALKWAY EASEMENT
(6) RECORDING #9304285008 & 200005045005 - SURVEY
(7) RECORDING #200103020673 - WATER DISTRICT RESOLUTION
(8) RECORDING #200305020889 - WATER DISTRICT RESOLUTION

11) AN EASEMENT IS HERGBY RESERVED FOR AND GRANTED TO SILVERLAKE MATER & SEWER DISTRICT AND TO UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON TEXTERIOR TO FEET PARALLEL WITH AND ADJOINING: THE STREET FRONTAGE OF ALL LOTS, TRACTS AND CONSTRUCT, REVIEW DEFRATE AND MAINTAIN UNDERGROUND CONDUITS CABLES, PIPE, AND WIRES WITH NECESSARY FAGILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SER THIS SUBBINISON AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEWISON CABLE AND OTHER SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL THE SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL THE FOR AND GRANTED TO THE CITY OF MILL CREEK, EXCEPT THOSE DESIGNATED ON THE PLAT ARE HEREBY RESERVANTE. CONSTRUCTION OF THE RIGHT TO EXCAVATE, CONSTRUCTION OF THE RIGHT TO EXCAVATE, CONSTRUCTION AND LOTHER WITH THE RIGHT OF NIGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCTION AND LOTHER DRAINAGE EASEMENT. T AND TO ALL
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OF SERVING
OTHER UTILITY
ALL TIMES
Y RESERVED
NATE ONSTRUCT,

THE CITY, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM THIS EASEMENT AND ACROSS THE ADJACENT PROPERTY IN THIS SUBDIVISION FOR THE PURPOSE OF MONITORING AND ENFORCING PROPER OPERATION AND MAINTENANCE OF THE NATIVE GROWTH PROTECTION AREA EASEMENT.

THE LOT OWNER(S) SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING, REPAIRING AND RESTORING THE CONDITION OF THE NGPA/E IF ANY UNAUTHORIZED DISTURBANCE OCCURS. BY ACCEPTANCE OF THE EASEMENT FOR THE PURPOSES DESCRIBED, THE CITY OF MILL CREEK DOES NOT ACCEPT OR ASSUME AND LIABILITY FOR ACTS OR OMISSIONS OF THE LOT OWNER, HIS OR HER INVITEES, LICENSEES OR OTHER THIRD PARTIES MITHIN THE EASEMENT AREA. THE LOT OWNER HOLDS THE CITY OF MILL CREEK HARMLESS FOR ANY CLAIM OF DAMAGE OR INJURY TO ANY PROPERTY OR PERSON BY ANY PERSON SYNTERING THE EASEMENT AREA NOT EXPRESSLY AUTHORIZED TO DO SO BY THE CITY OF MILL CREEK. THIS ENTERING THE EASEMENT IS CREATED, GRANTED AND ACCEPTED FOR THE BENEFIT OF THE SUBDIVISION AND THE GENERAL EASEMENT IS CREATED, GRANTED AND ACCEPTED FOR THE BENEFIT OF THE SUBDIVISION AND THE GENERAL EASEMENT IS CREATED, GRANTED AND ACCEPTED FOR THE BENEFIT OF THE SUBDIVISION AND THE GENERAL EASEMENT IS CREATED, GRANTED AND ACCEPTED FOR THE BENEFIT OF THE SUBDIVISION AND THE GENERAL EASEMENT IS CREATED, GRANTED AND ACCEPTED FOR THE BENEFIT OF THE SUBDIVISION AND THE GENERAL PUBLIC, BUT SHALL NOT BE CONSTRUED TO PROVIDE OPEN OR COMMON SPACE FOR OWNERS MITHIN THE

YOR'S CERTIFICATE

ED PROFESSIONAL LAND SURVETOR CERTIFY THAT THE PLAT OF APPLE TREE AT THOMAS LAKE IS BASED UPON AL SURVEY AND SUBDIVISION OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 A. AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND SARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND BLOCK CORNER SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY MITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS

CERTIFICATE NO.

CONTOLOGY (L

BY: JOHNE

AUDITOR

EILED FOR RECORD AT THE REQUEST OF 2010, AT 04 MINUTES PAST 10 A

170R'S

CERTIFICATE

THE SNOHOMISH COUNTY, AT THOMAS LAKE SECTION 33, TWP. 28N., WASHINGTON

IJ THE SANITARY SEWER EASEMENT LOCATED ACROSS LOTS 7 & 21 AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO THE SILVER LAKE WATER AND SEWER DISTRICT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE SANITARY SEWER SYSTEM, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. THIS EASEMENT SHALL BE FREE FROM ALL PERMANENT STRUCTURES OR OTHER STRUCTURES, SUCH AS COVERED PARKING, DECKS OVERHANGS, SHEDS, ETC., WHICH INTERFERE WITH SILVER LAKE WATER AND SEWER DISTRICT DISTRICT AMINTENANCE AND REPAIR RESPONSIBILITIES.

14) NO FENCE OR OBSTRUCTIONS SHALL BE CONSTRUCTED BETWEEN THE EDGE OF RIGHT OF MAY AND/OR TRACTS AND THE WATER METER, BLOWOFF AND FIRE HYDRANT WHICH RESTRICTS ACCESS BY SILVER LAKE WATER AND SEWER DISTRICT.

15) RECORDING # 201005120164 — SEWER EASEMENT LOT 7

16) RECORDING # 201005120162 — DECLARATION OF COVENANTS, CLARATION OF COVENANTS, CLARATION RESTRICTIONS

- SEWER EASEMENT LOT 7
- SEWER EASEMENT LOT 21

- DECLARATION OF COVENANTS, CONDITIONS,

8 THE WETLANDS AND BUFFER AREAS SHOWN ON THIS PLAT SHALL BE MAINTAINED CONSISTENT MITH THE WETLAND MITIGATION PLANS DATED FEBRUARY 26, 2010, SUBJECT TO THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THE WETLAND MITIGATION AGREEMENT UNDER RECORDING NO. 2010-1280153.

DRAINAGE FACILITY MAINTENANCE COVENANT

GRANTOR, AN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALL 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. OR TO BE INSTALLED,

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:

ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE IS NOT BEING PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FALLS TO COMPLETE THE REQUIRED MAINTENANCE MITHIN A REASONABLE TIME PERFORM, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT MITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIN IMMEDIATELY AT GRANTOR'S EXPENSE MITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, CITY SHALL PROVIDE GRANTOR MITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED SHALL PROVIDE GRANTOR SHALL AGREE TO REIMBURSE CITY OR PAY CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN CITY'S STATEMENT.

5. GRANTOR COVENANTS THAT ALL OF THE OMNERS, 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.

WE, THE OWNERS AND CONTRACT PURCMASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE 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.

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 THE CITY OF MILL CREEK (CITY), AS THIRD-PARTY BENEFICIARY OF THIS COVENANT HAS THE RIGHT, BUT NOT THE CUBLICATION, TO ENFORCE THIS COVENANT ON BEHALF OF DOWNSTREAM PROPERTY OWNERS AND THE GENERAL PUBLIC. GITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE, AND NATURAL RESOURCES OF DOWNSTREAM PROPERTY, OWNERS AND THE GENERAL PUBLIC.

1. CITY 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.

3. IF CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY MITH THIS COVENANT, CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD CITY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGMENTS OF ANY NATURE MHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.

4. WHEN EXERCISING THE MAINTENANCE PROVISIONS OF THE COVENANT, IN THE EVENT OF NONPAYMENT, CITY 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.

PFN 05 119918

EXAMINED AND APPROVED THIS # DAY OF MAX 20 10 SNOHOMISH COUNTY ENGINEER COUNTY ENGINEER APPROVAL

PLANNING AND DEVELOPMENT SERVICES APPROVAL EXAMINED AND APPROVED THIS 4 DAY OF MAY 20 LO.

SNOHOMISH COUNTY PLANNING AND DEVELOPMENT SERVICES DIRECTOR

CHAIRMAN; COUNTY COUNCIL

EXAMINED, FOUND TO BE IN CONFORMITY MITH APPLICABLE ZONING AND OTHER LAND

USE CONTROLS AND APPROVED THIS LEGAY OF THE ZONING AND OTHER LAND

SOUNTY COUNCIL CHAIR PERSON

SNOHOMISH COUNTY, WASHINGTON

EXAMIN CITY OF MILL CREEK APPROVALS
EXAMINED AND APPROVED THIS DAY OF APPLIE 20 LD. Manal PPROVED OF COMMUNITY DEVELOPMENT ZEDAY OF APPLIC 2010

THE DEDICATIONS AND EASEMENTS MADE HEREOU ARE ACCEPTED AND THAT THE PLAT IS DULY APPROVED THIS DAY OF APPL 20 10.

MAYOR, CITY OF MILL CREEK ATTEST, CITYCLERK ATTEST, CONCLERK

ACKNOWLEDGMENTS

COUNTY OF SNOHOMISH) STATE OF WASHINGTON)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT GORDON P.
REYKDAL AND JANICE I. REYKDAL, ARE THE PERSONS WHO APPEARED BEFORE
ME, AND SAID PERSONS ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT
AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES
AND PURPOSES MENTIONED IN THE INSTRUMENT.

SIGNATURE: (PRINT NAME) TO NOTARY PUBLIC IN A WATED: U-8-2010
SIGNATURE: WASHINGTON
PRINT NAME) PATISES CONSTRING OF WASHINGTON
RESIDING AT BOTHALL
WY APPOINTMENT EXPIRES 7-17-2011

PATRICK S. GASTINEAU STATE OF WASHINGTON NOTARY PUBLIC MY COMMISSION EXPIRES

TREASURER'S CERTIFICATE

07-17-11

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 ON TAXES.

BY: HUNG 4-23-10
DEPUTY COUNTY TREASURER 2-10-10 MISH COUNTY WASHINGTON WASHINGTON

NO. 20[005/25002 APPLETREE AT THOMAS LAKE SE 1/4 OF THE SW 1/4 OF SECTION 33, TWP. 28N., RNG 5E., PFN 05 119918

DAVID R. **ASSOC**

JOB NO. MARYSVILLE, WA. 98270 PROFESSIONAL LAND 4229 76th ST. 1 09-049 DOWNING & ASS SIONAL LAND SURVEYOR 229 76th ST. N.E. DRAWN BY (360) 653-5385 מממ OF Ø

11/24/09 FIELD BOOK 123

