

**CITY OF MILL CREEK SHORT PLAT
FILE NO. PL2017-004
SNOHOMISH COUNTY, WASHINGTON**

DEDICATION

KNOW ALL PEOPLES BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF INTEREST IN THE LAND HEREBY GRANTED AND CONVEYED TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES REPRESENTATION OF THE SHORT SUBDIVISION MADE HEREBY:

FURTHER, THE OWNERS OF THE LAND HEREBY SHORT SUBDIVIDED WAIVE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS, AND ANY PERSONS OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF MILL CREEK, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OPERATION, OR MAINTENANCE OF STREETS AND/OR DRAINAGE SYSTEMS WITHIN THIS SHORT SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF MILL CREEK.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SHORT SUBDIVIDED, AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF MILL CREEK, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SHORT SUBDIVISION TO HAVE BEEN CAUSED BY: (1) ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE WATER FLOWS WITHIN THIS SHORT SUBDIVISION; OR (2) BY DESIGN, ESTABLISHMENT, OPERATION OR MAINTENANCE OF THE STREETS AND/OR DRAINAGE SYSTEMS WITHIN THIS SHORT SUBDIVISION; OR (3) BY IMPROPER DESIGN, ESTABLISHMENT, OR CONSTRUCTION, OR FAILURE TO OPERATE OR MAINTAIN THE STREET AND/OR DRAINAGE SYSTEMS WITHIN THIS SHORT SUBDIVISION.

TRACT A (30 FOOT PRIVATE DRIVEWAY) AND TRACT B (50 FOOT LANDSCAPED ROADWAY BUFFER) ARE HEREBY GRANTED AND CONVEYED TOGETHER WITH ALL MAINTENANCE RESPONSIBILITIES TO THE CEDAR VISTA LLC HOMEOWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT, SUBJECT TO AN EMERGENCY ACCESS EASEMENT GRANTED TO THE CITY OF MILL CREEK. OWNERSHIP AND MAINTENANCE OF SAID TRACTS CONSISTENT WITH CITY 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 ALTERNATION. 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 CITY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT.

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.

THE DEDICATIONS SET FORTH ABOVE SHALL BE COVENANTS RUNNING WITH THE LAND HEREBY PLATTED AND SHALL BE BINDING ON ALL SUBSEQUENT OWNERS.

THIS SHORT SUBDIVISION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT, AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS.

DATED ON THIS 13 DAY OF Feb 2017.

CEDAR VISTA LLC

BY: [Signature]

TITLE: PRESIDENT CEDAR VISTA LLC

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
) SS

THIS IS TO CERTIFY THAT ON THIS 13th DAY OF February, 2017, BEFORE ME PERSONALLY APPEARED LARRY KIEL, PRESIDENT OF CEDAR VISTA LLC TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FORGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES MENTIONED IN ABOVE. I HAVE HERETO SET MY HAND AND SEAL, THE DAY AND YEAR WRITTEN ABOVE.

DATED February 13, 2017

SIGNATURE OF NOTARY PUBLIC [Signature]
PRINTED NAME OF NOTARY PUBLIC Heidi Espo
RESIDING AT Stanwood
MY APPOINTMENT EXPIRES 9-11-20

HOLD HARMLESS AGREEMENT

OWNERS AND ALL PERSONS HAVING ANY PRESENT OR SUBSEQUENT OWNERSHIP INTEREST IN THESE LANDS, AND THE SUCCESSORS AND ASSIGNS OF OWNERS OR OTHER PARTIES HAVING ANY SAID INTEREST, HEREBY AGREE THAT THE CITY OF MILL CREEK SHALL BE HELD HARMLESS IN ALL RESPECTS FROM ANY AND ALL CLAIMS FOR DAMAGES FOR INJUNCTIVE/RELIEF WHICH MAY BE OCCASIONED NOW OR IN THE FUTURE TO ADJACENT LAND OR IMPROVEMENTS BY REASON OF THE CONSTRUCTION, OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM AND HEREBY WAIVE AND RELEASE THE CITY OF MILL CREEK FROM ANY AND ALL CLAIMS FOR DAMAGES, EXCLUDING DAMAGE CAUSED SOLELY BY AN ACT OR OMISSION OF SAID CITY AND INJUNCTIVE RELIEF WHICH THE OWNERS, OR THEIR SUCCESSORS OR ASSIGNS MAY THEMSELVES HAVE NOW OR IN THE FUTURE BY REASON OF THE CONSTRUCTION, MAINTENANCE AND OPERATION OF SAID DRAINAGE SYSTEM.

LEGAL DESCRIPTION
LOT 50, HEATHERWOOD WEST DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 47 OF PLATS, PAGES 3 AND 4, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EASEMENTS

1. **27.5 FOOT ACCESS & UTILITY EASEMENT**
AN ACCESS AND UTILITY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING LOT 49 OF HEATHERWOOD WEST AND LOTS 2 & 3 OF THE SUBJECT SHORT PLAT. THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE 27.5 FOOT WIDE EASEMENT SHOWN HEREON, WHICH SHALL BE USED TO INSTALL LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN ANY UNDERGROUND CONDUITS, CABLES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SHORT SUBDIVISION WITH ELECTRICITY, TELEPHONE, GAS, TELEVISION AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSE HEREIN STATED PROVIDED, THAT IF ANY PRIVATE ROAD(S) SHOULD BECOME PUBLIC ROAD(S) AT SOME TIME IN THE FUTURE, ALL EASEMENTS WITHIN THE ROAD SHALL BECOME NULL AND VOID AND ANY UTILITY FACILITIES WHICH PHYSICALLY EXIST SHALL BECOME SUBJECT TO THE FRANCHISE REQUIREMENTS OF THE COUNTY.

2. **15 FOOT PERMANENT SEWER EASEMENT**

THE 15 FOOT PERMANENT SEWER EASEMENT SHOWN HEREON IS LOCATED ACROSS TRACT B AND LOT 1 IS SUBJECT TO CONDITIONS RECORDED UNDER AF NO. 201612140478 AND IS RESERVED AND GRANTED TO LOTS 1-3 FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE PRIVATE SIDE SEWER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. THE COST OF THAT PORTION USED IN COMMON SHALL BE BORNE IN EQUAL SHARES EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE SIDE SEWER ABOVE THEIR CONNECTION, WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.

3. **10 FOOT PRIVATE WATER SERVICE EASEMENT**

THE 10 FOOT PRIVATE WATER EASEMENT LOCATED ACROSS TRACT A SHOWN HEREON IS HEREBY RESERVED FOR AND GRANTED TO LOTS 1-3 FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE PRIVATE WATER SERVICE LINES, WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES, TOGETHER WITH THE RIGHT TO EXCAVATE AND REMOVE TREES, BUSHES, UNDERGROWTH AND OTHER OBSTRUCTIONS INTERFERING WITH THE LOCATIONS OF SAID WATER LINES.

4. **10 FOOT DRAINAGE EASEMENT**

THE 10 FOOT DRAINAGE EASEMENT LOCATED ACROSS LOTS 1 AND 2 SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO LOTS 1-3, FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, MAINTAINING AND OPERATING THE PRIVATE STORM DRAINAGE FACILITIES. THE OWNERS OF SAID LOTS 1-3 ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THEIR RESPECTIVE PRIVATE DRAINAGE FACILITIES AND SHALL SHARE EQUALLY IN THE MAINTENANCE RESPONSIBILITIES OF THE PRIVATE DRAINAGE FACILITIES USED IN COMMON WITHIN SAID EASEMENT.

5. **10 FOOT IRRIGATION EASEMENT**

THE 10 FOOT IRRIGATION EASEMENT SHOWN HEREON LOCATED ACROSS TRACT A, IS HEREBY RESERVED AND GRANTED TO LOT 2 FOR THE PURPOSE OF RECONSTRUCTING, OPERATING AND MAINTAINING THE PRIVATE IRRIGATION LINE. WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES TOGETHER WITH THE RIGHT TO EXCAVATE AND REMOVE TREES, BUSHES, UNDERGROWTH AND OTHER OBSTRUCTIONS INTERFERING WITH THE LOCATIONS OF SAID WATER LINES.

DRAINAGE FACILITY MAINTENANCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTEE SHALL INSURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTEE AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH THE LAND. GRANTEE BY EXECUTION OF THIS COVENANT, ACKNOWLEDGES THAT THE BENEFITS OF THIS COVENANT INSURE TO GRANTEE AND THE GENERAL PUBLIC AND THAT THE CITY OF MILL CREEK (CITY), AS THIRD-PARTY BENEFICIARY OF THIS COVENANT, HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENFORCE THIS COVENANT ON BEHALF OF THE GENERAL PUBLIC. CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE. GRANTEE, IN CONSIDERATION OF THE APPROVAL OF THIS SUBDIVISION, HEREBY COVENANTS TO PERFORM REGULAR MAINTENANCE UPON THE DRAINAGE FACILITIES INSTALLED, OR TO BE INSTALLED, UPON GRANTEE'S PROPERTY. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORM WATER DRAINAGE SYSTEM, AS APPLICABLE. THE SYSTEM SHALL INCLUDE THE STORM WATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, CATCH BASINS, PIPES, AND RAIN GARDENS. THE SCOPE OF THIS COVENANT AND RIGHT OF ENTRY SHALL BE ADEQUATE TO PROVIDE FOR THE ACCESS, INSPECTION, AND MAINTENANCE OF THE STORM WATER DRAINAGE SYSTEM, AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTEE FOR PURPOSES OF INSPECTING, AUDITING OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
2. IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE GRANTEE REASONABLE ADVANCE NOTICE OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTEE TO BE PERFORM IT. IN THE EVENT THAT GRANTEE FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO BE PERFORM IT AT THE SOLE EXPENSE OF THE GRANTEE. IF THE CITY, IN ITS SOLE DISCRETION, DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGAIN IMMEDIATELY AT GRANTEE'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTEE. IN SUCH EVENT THE CITY SHALL PROVIDE GRANTEE WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED INCLUDING THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTEE SHALL AGREE TO REIMBURSE CITY OR PAY CITY VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN CITY'S STATEMENT. IF CITY IS REQUIRED TO ACT AS A RESULT OF GRANTEE'S FAILURE TO COMPLY WITH 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. GRANTEE 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 WHATSOEVER, INCLUDING COSTS AND ATTORNEY'S FEES, INCURRED BY THE REMOVAL OF VEGETATION OR PHYSICAL INTERFERENCE FROM THE DRAINAGE FACILITY.
3. 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 JUDGEMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY OF GRANTEE AS PROVIDED IN RCW 4.56.190.
4. GRANTEE 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.
5. THE OWNERS OF LOTS 1, 2 & 3 INCLUDING THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF THEIR INDIVIDUAL RAINGARDENS & THE SHARED RAINGARDEN IN TRACT A. NO CHANGES ARE TO BE MADE TO SAID RAINGARDENS INCLUDING FILLING IN AND RE-LANDSCAPING WITHOUT PRIOR APPROVAL OF THE CITY.

AUDITOR'S CERTIFICATE:

AUDITOR'S FILE NO. 201702135002
FILED FOR RECORD THIS 15th DAY OF February, 2017
AT 2:51 P.M. IN BOOK 5 OF SURVEYS AT PAGE 1
AT THE REQUEST OF ALL LAND SURVEYING, INC.

Caryn Weina COUNTY AUDITOR
Aleen Cozzman DEPUTY AUDITOR

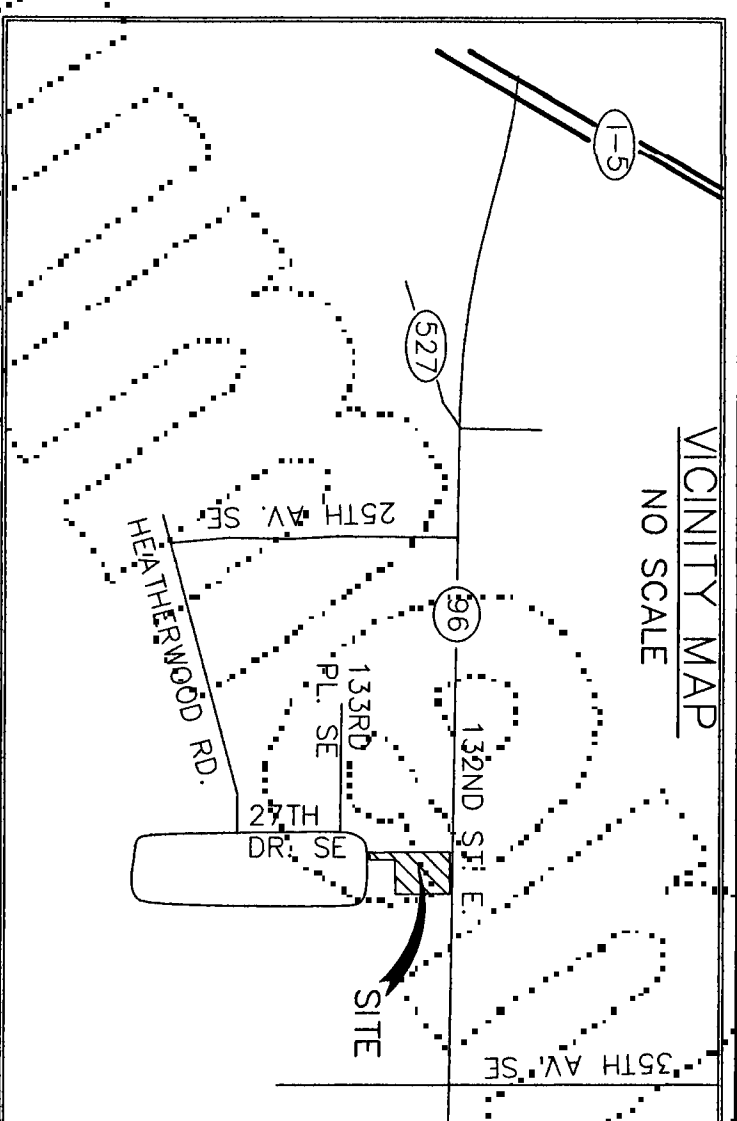
SURVEYOR'S CERTIFICATE

THIS MAP REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORING ACT AT THE REQUEST OF RAJ GILL IN JUNE, 2014

Certificate No. 502711

CEDAR VISTA I SHORT SUBDIVISION

PTN: NW 1/4 OF THE NE 1/4 OF SEC. 32, T.28N, R.5E, W.M.

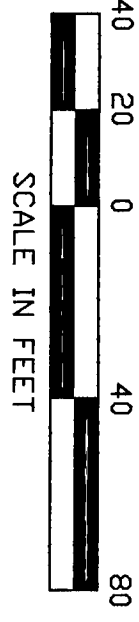


**CITY OF MILL CREEK SHORT PLAT
FILE NO. PL2017-0004
SNOHOMISH COUNTY, WASHINGTON**

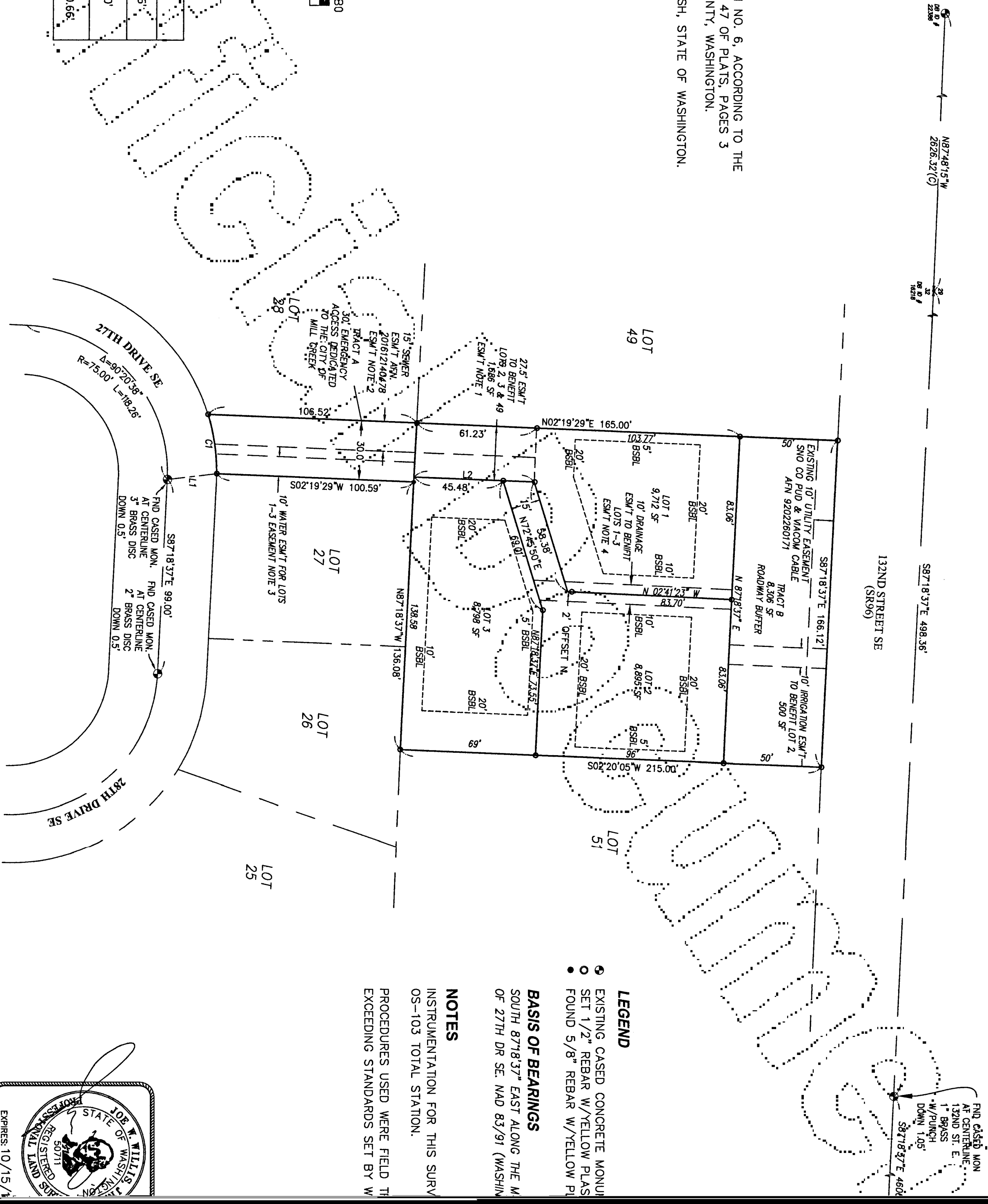
**CEDAR VISTA I SHORT SUBD.
PTN: NW 1/4 OF THE NE 1/4 OF SEC. 32, T.28N, R**

LEGAL DESCRIPTION

LOT 50, HEATHERWOOD WEST DIVISION NO. 6, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 47 OF PLATS, PAGES 3 AND 4, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.



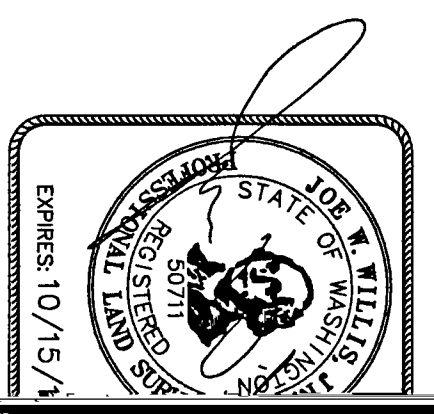
LINE & CURVE TABLE			
L1	S06°53'54"E	25.26'	
L2	N02°19'29"E	61.40'	
CI	A=17°38'01" R=100.00'	L=30.66'	



- LEGEND**
- EXISTING CASSED CONCRETE MONUMENT
 - SET 1/2" REBAR W/YELLOW PLAS
 - FOUND 5/8" REBAR W/YELLOW PL

BASIS OF BEARINGS
SOUTH 87°18'37" EAST ALONG THE M OF 27TH DR SE. NAD 83/91 (WASHIN

NOTES
INSTRUMENTATION FOR THIS SURV OS-103 TOTAL STATION.
PROCEDURES USED WERE FIELD TH EXCEEDING STANDARDS SET BY W



ALL Land S
Professional Land
1317 Maple /
Snohomish WA
Phone (360) 568-4031

DWN. BY: KAW	DATE: 12-27-2017
CHK. BY: JWW	SCALE: 1" = 40'

201702135002