



**CREEKSID WEST**  
A PORTION OF THE NW 1/4 OF THE NW 1/4  
OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, WM.  
**CITY OF MILL CREEK**  
SNOHOMISH COUNTY, WASHINGTON

**LEGAL DESCRIPTION**

LOT 26 AND TRACT 993, CREEKSID WEST, PLACED, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER AUDITOR'S FILE NUMBER 202105075005, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

**DEDICATION**

KNOW ALL PERSONS THAT WE, THE UNDERSIGNED OWNER(S) IN FEE SIMPLE OF THE LAND HEREBY PLATTED, DO HEREBY DECLARE THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ALL ROADS, WAYS, AND EASEMENTS SHOWN HEREON FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF, TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS IN THE ORIGINAL REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON, AND THE RIGHT TO CONTINUE TO DRAIN SAID ROADS AND WAYS OVER AND ACROSS ANY TRACTS, LOT OR LOTS, WHERE WATER MIGHT TAKE A NATURAL COURSE.

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.

TRACT A (OPEN SPACE/STORMWATER DETENTION), TRACT B (ACCESS/UTILITIES), TRACT C (50-FOOT WIDE MINIMUM LANDSCAPED ROADWAY BUFFER), AND TRACT D (STORMWATER DETENTION) ARE HEREBY GRANTED AND CONVEYED TO THE CREEKSID WEST OWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED 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 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 CITY 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 TRACT OR LOTS.

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED CREEKSID WEST, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR CREEKSID WEST, RECORDED UNDER SNOHOMISH COUNTY AUDITOR'S FILE NUMBER 202105075005.

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

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS 13 DAY OF April, 2021.

Kevin Ballano  
CREEKSID WEST, LLC,  
A WASHINGTON LIMITED LIABILITY COMPANY

David Huey  
SOUND CAPITAL LOANS, LLC  
A DELAWARE LIMITED LIABILITY COMPANY

BY: KEVIN BALLANO

BY: DAVID HUEY

ITS: AUTHORIZED REPRESENTATIVE

ITS: Manager

**OWNER'S CERTIFICATE**

I HEREBY CERTIFY THAT THE FINAL PLAT OF CREEKSID WEST IS SUBMITTED TO THE CITY OF MILL CREEK WITH MY CONSENT AND THAT I HAVE NO OBJECTIONS THERETO.

Kevin Ballano  
CREEKSID WEST, LLC,  
A WASHINGTON LIMITED LIABILITY COMPANY

BY: KEVIN BALLANO

ITS: AUTHORIZED REPRESENTATIVE

**OWNER'S ATTORNEY IN FACT**

THE OWNER HEREBY DESIGNATES THE CITY OF MILL CREEK AS ITS ATTORNEY IN FACT FOR THE LIMITED PURPOSE SET FORTH IN MCMC 16.04.005.

**OWNER'S COVENANT**

THE OWNER FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, RELEASES, INDEMNIFIES AND HOLDS THE CITY OF MILL CREEK HARMLESS FROM ANY AND ALL LIABILITIES AND CLAIMS FOR DAMAGES, OR FOR INJUNCTIVE RELIEF OR WHATEVER NATURE ARISING FROM THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS AND FOR THE TERM OF THE OWNERS MAINTENANCE OBLIGATIONS AS DESCRIBED IN THE MILL CREEK MUNICIPAL CODE FOR THE MAINTENANCE OF THE PUBLIC IMPROVEMENTS.

AFN 202105075005

**ACKNOWLEDGMENT**

STATE OF WASHINGTON

COUNTY OF SNOHOMISH ss

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KEVIN BALLANO IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE AUTHORIZED REPRESENTATIVE OF CREEKSID WEST, LLC, A WASHINGTON LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 4/13/2021

SIGNATURE: Cheryl Anderson

PRINT NAME: Cheryl Anderson

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT KENMORE

MY APPOINTMENT EXPIRES: 11/26/22

**ACKNOWLEDGMENT**

STATE OF Washington

COUNTY OF King ss

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT DAVID HUEY IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF SOUND CAPITAL LOANS, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: April 13, 2021

SIGNATURE: Diane B Fisher

PRINT NAME: Diane B Fisher

NOTARY PUBLIC IN AND FOR THE STATE OF WA

RESIDING AT 999 108th AVE NE STE 1030, Bellevue, WA 98004

MY APPOINTMENT EXPIRES: JULY 25, 2023

**ACKNOWLEDGMENT**

STATE OF Washington

COUNTY OF Snohomish ss

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT HARLEY C. PAWLEY IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, AND ACKNOWLEDGED IT TO BE HIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 4/14/2021

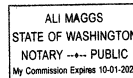
SIGNATURE: Ali Maggs

PRINT NAME: Ali Maggs

NOTARY PUBLIC IN AND FOR THE STATE OF WA

RESIDING AT: Everett, WA

MY APPOINTMENT EXPIRES: 10-1-21

**LAND SURVEYOR'S CERTIFICATE**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF CREEKSID WEST, LLC, A WASHINGTON LIMITED LIABILITY COMPANY ON APRIL 8, 2021. I HEREBY CERTIFY THAT THIS MAP FOR CREEKSID WEST, A PLAT COMMUNITY, IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS, ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.

Harley C. Pawley  
HARLEY C. PAWLEY  
PROFESSIONAL LAND SURVEYOR

4/16/21  
DATE  
CERTIFICATE # 38014

**COUNTY 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 2021 TAXES.

TAX PARCEL NO. 01354-000-026-00

Brian Sullivan  
TREASURER, SNOHOMISH COUNTY

Brian Sullivan 5-6-21  
DEPUTY COUNTY TREASURER

**AUDITOR'S CERTIFICATE**

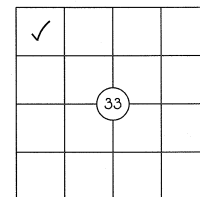
FILED FOR RECORD AT THE REQUEST OF HARLEY C. PAWLEY, THIS 7 DAY OF May 2021, AT 3:46 MINUTES PAST 2PM AND RECORDED IN VOLUME

202105075005 OF PLATS, PAGE(S) 1 AFN 202105075005

RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Garth Fell  
AUDITOR, SNOHOMISH COUNTY

Garth Fell  
DEPUTY COUNTY AUDITOR



SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, WM.

CTI 500120735  
**CREEKSID WEST**

FRN: PP2017-2022

A PORTION OF THE NW 1/4 OF THE NW 1/4  
OF SECTION 33, TOWNSHIP 28 NORTH,  
RANGE 5 EAST, WM.

**CITY OF MILL CREEK**  
SNOHOMISH COUNTY, WASHINGTON

PREP: 6-31-2020

REV: 4-8-2021

ASL

HCP

1 OF 3

217056P



**CREEKSIDE WEST**  
A PORTION OF THE NW 1/4 OF THE NW 1/4  
OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, WM.  
**CITY OF MILL CREEK**  
SNOHOMISH COUNTY, WASHINGTON

**PLAT RESTRICTIONS AND COVENANTS**

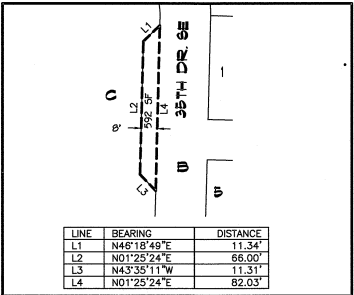
- NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING A NEW SUBDIVISION OR SHORT SUBDIVISION.
- THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER TITLE 16.04 MMC IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 16 MMC.
- ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER OR HIS SUCCESSORS AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO CITY ROAD PURPOSES.
- TRAFFIC, PARK AND SCHOOL IMPACT MITIGATION FEES SHALL BE PAID PRIOR TO FINAL PLAT APPROVAL.
- THE ACCESS TO 35TH AVENUE SE AT THE SOUTH END OF TRACT B IS EMERGENCY VEHICLE ACCESS ONLY.
- SUBJECT TO AN EASEMENT FOR WATER PIPELINES AND/OR MAINS TO SILVER LAKE WATER DISTRICT FOR THE PURPOSES SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER AUDITOR'S FILE NO. 2128494, AS DELINEATED ON SHEET 3.
- SUBJECT TO AN EASEMENT TO PUGET SOUND ENERGY, INC. FOR TRANSMISSION, DISTRIBUTION AND SALE OF GAS FOR THE PURPOSES SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER AUDITOR'S FILE NO. 2031210236, AS DELINEATED ON SHEET 3.
- SUBJECT TO A WETLAND MITIGATION AGREEMENT AS RECORDED UNDER AUDITOR'S FILE NO. 2030930320, THE LOCATION OF WHICH CANNOT BE DETERMINED BY SAID DOCUMENT AND CANNOT BE DELINEATED ON THIS MAP.
- SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON THE PLAT OF CREEKSIDE PLACE RECORDED UNDER AUDITOR'S FILE NO. 20310109503.
- SAID INSTRUMENT CONTAINS PROVISIONS FOR BEARING COST OF MAINTENANCE, REPAIR OR RECONSTRUCTION OF TRACT 993 BY THE OWNER OF LOT 26.
- SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES, STATEMENTS, AND OTHER MATTERS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN THE DOCUMENT RECORDED UNDER AUDITOR'S FILE NO. 20310300435.
- SUBJECT TO AN EASEMENT TO PUGET SOUND ENERGY, INC. FOR DISTRIBUTION AND SALE OF GAS FOR THE PURPOSES SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER AUDITOR'S FILE NO. 202009220833, AS DELINEATED ON SHEET 3.
- CONDITIONS, COVENANTS AND RESTRICTIONS FOR THE SUBDIVISION ARE RECORDED UNDER AUDITOR'S FILE NO. ~~202009220833~~ **20205075005**.
- SUBJECT TO AN ELECTRIC DISTRIBUTION LINE EASEMENT TO PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY FOR THE PURPOSES SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER AUDITOR'S FILE NO. 202104080005. THE EASEMENT IS DESCRIBED "AS CONSTRUCTED" AND IS NOT DELINEATED ON THIS MAP.

**EASEMENT PROVISIONS**

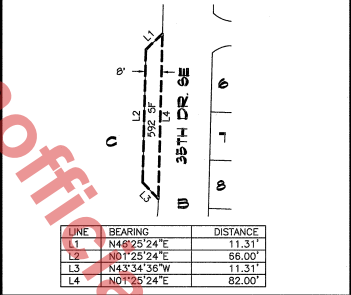
- AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING THE SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS, TRACTS, AND COMMON AREAS IN WHICH TO INSTALL, LAY, CONSTRUCT, REPAIR, 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 ELECTRICITY, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICE, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.
- PRIVATE PARKING EASEMENT #1 LOCATED ON TRACT B, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO THE CREEKSIDE WEST OWNERS ASSOCIATION (HOA). THE HOA SHALL BE RESPONSIBLE FOR KEEPING THE PARKING EASEMENT AREA CLEAR OF ANY AND ALL DEBRIS AND STRUCTURES. THE HOA SHALL BE RESPONSIBLE FOR MAINTAINING THE PARKING SURFACE IN GOOD CONDITION AND CLEARLY DELINEATING THE THREE (3) PARALLEL PARKING STALLS WITHIN PARKING EASEMENT AREA.
- PRIVATE PARKING EASEMENT #2 LOCATED ON TRACT B, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO THE CREEKSIDE WEST OWNERS ASSOCIATION (HOA). THE HOA SHALL BE RESPONSIBLE FOR KEEPING THE PARKING EASEMENT AREA CLEAR OF ANY AND ALL DEBRIS AND STRUCTURES. THE HOA SHALL BE RESPONSIBLE FOR MAINTAINING THE PARKING SURFACE IN GOOD CONDITION AND CLEARLY DELINEATING THE THREE (3) PARALLEL PARKING STALLS WITHIN PARKING EASEMENT AREA.
- EMERGENCY TURNAROUND EASEMENT LOCATED ON LOTS 5 AND 6, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO THE CREEKSIDE WEST OWNERS ASSOCIATION (HOA). THE HOA SHALL BE RESPONSIBLE FOR KEEPING THE EMERGENCY TURNAROUND EASEMENT AREA CLEAR OF ANY AND ALL DEBRIS AND STRUCTURES. THE HOA SHALL BE RESPONSIBLE FOR MAINTAINING THE EMERGENCY TURNAROUND SURFACE IN GOOD CONDITION AND CLEARLY DELINEATING THE EMERGENCY TURNAROUND EASEMENT AREA.
- PRIVATE DRAINAGE EASEMENT ON LOTS 4, 5 & 6, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO THE CREEKSIDE WEST OWNERS ASSOCIATION (HOA). THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE BIO-RETENTION SWALE AND THE ASSOCIATED STORM FACILITIES WITHIN THOSE 3 LOTS.
- THE 15-FOOT WIDE UTILITY EASEMENT, 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 WATER SYSTEM, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR UTILITY 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 MAINTENANCE AND REPAIR RESPONSIBILITIES.
- THE 15-FOOT WIDE UTILITY EASEMENT, 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 SEWER SYSTEM, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR UTILITY 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 MAINTENANCE AND REPAIR RESPONSIBILITIES.
- THE ASSOCIATION IS HEREBY GRANTED AN EASEMENT OVER THE LOTS FOR THE INSTALLATION AND MAINTENANCE OF UNDERGROUND IRRIGATION WATERLINES AND IRRIGATION CONTROL WIRING FOR THE PURPOSE OF IRRIGATING THE COMMON AREAS AND THE PORTIONS OF YARDS ON INDIVIDUAL LOTS. THE CREEKSIDE WEST OWNERS DECLARATION CONTAINS ADDITIONAL PROVISIONS RELATING TO MAINTENANCE AND IRRIGATION OF THESE AREAS.
- AN EASEMENT IS HEREBY RESERVED OVER EACH LOT AND THE COMMON AREAS FOR THE BENEFIT OF THE ADJACENT LOT AS REASONABLY NECESSARY TO PERFORM MAINTENANCE, REPAIR AND REPLACEMENT OF THE HOME AND OTHER UNIT STRUCTURES ON THAT LOT, MAINTENANCE OF THE YARD, AND TO READ UTILITY METERS. THE CREEKSIDE WEST OWNERS DECLARATION CONTAINS ADDITIONAL PROVISIONS RELATING TO REQUIREMENTS FOR EXERCISING RIGHTS UNDER THIS EASEMENT.

**DRAINAGE FACILITY MAINTENANCE COVENANT**

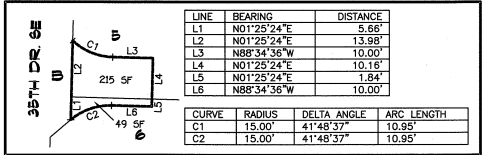
- WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN PLATTED (GRANTOR), AGREE THAT THE OBLIGATIONS OF GRANTOR SHALL INURE TO THE BENEFIT OF AND BE BINDING UPON THE HEIRS, SUCCESSORS, AND ASSIGNS. GRANTOR AGREES THAT THIS COVENANT TOUCHES AND CONCERNS THE LAND DESCRIBED HEREIN AND SHALL RUN WITH 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 THE CITY OF MILL CREEK (CITY) 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. CITY 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 STORM WATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORM WATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORM WATER 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 STORM WATER DRAINAGE SYSTEM AND SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:
- 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.
  - IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTICE OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH 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 BE IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, CITY 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 CITY OR PAY CITY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN CITY'S STATEMENT.
  - IF CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'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. 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 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, 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 4.56.0190.
  - 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.



**PRIVATE PARKING EASEMENT #1 DETAIL**  
SCALE: 1" = 40'  
(SEE EASEMENT PROVISIONS #2 HEREON)



**PRIVATE PARKING EASEMENT #2 DETAIL**  
SCALE: 1" = 40'  
(SEE EASEMENT PROVISIONS #3 HEREON)



**EMERGENCY TURNAROUND EASEMENT DETAIL**  
SCALE: 1" = 20'  
(SEE EASEMENT PROVISIONS #4 HEREON)



**A.S.P.I.**  
**LAND SURVEYING AND PLANNING**  
6205 S 2ND AVE, SUITE A  
EVERETT, WA 98203  
(425) 252-1884

**CREEKSIDE WEST**

FRN: FP2017-0022

A PORTION OF THE NW 1/4 OF THE NW 1/4  
OF SECTION 33, TOWNSHIP 28 NORTH,  
RANGE 5 EAST, WM.

**CITY OF MILL CREEK**  
SNOHOMISH COUNTY, WASHINGTON

PREP: 6-31-2020  
REV: 4-12-2021  
ASL  
HCP  
2 OF 3  
217058FP



