

DORSEY SHORT PLAT
SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.
SE 1/4 NW 1/4

DEDICATION

Know all persons by these presents that Roy M. Dorsey and Maureen M. Dorsey, husband and wife, the undersigned owners in fee simple of the land hereby platted, and Edmonds - Anglers LLC, a Washington State Limited Liability Corporation, the mortgagee thereof, hereby declare this short 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 short 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 short 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 government 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 drainage system and the recording of the short 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 999 is hereby granted and conveyed together with all obligations as outlined in the Drainage Facility Maintenance Covenant to maintain the Tract consistent with City code, to Lots 1, 2, and 3 with equal and undivided interest upon recording of this short plat subject to an emergency maintenance easement granted and conveyed to the City of Mill Creek. This Tract shall remain an appurtenance to and inseparable from each lot.

IN WITNESS WHEREOF, we set our hands and seals this 27 of June 2017.

Roy M. Dorsey Maureen M. Dorsey
Roy M. Dorsey Maureen M. Dorsey
Edmonds - Anglers LLC Member
Name and Title for Edmonds - Anglers LLC Member

ACKNOWLEDGMENTS
State of Washington)
County of Snohomish) ss

I certify that I know or have satisfactory evidence that

Sink Dam 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 as the Member of Edmonds - Anglers LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 27 2017

Signature: [Signature]

(Printed Name) Jose L Zepeda
Notary Public in and for the State of Washington

Residing at: Des Moines, WA

My Appointment Expires: Aug 28, 2019

State of Washington)
County of Snohomish) ss

I certify that I know or have satisfactory evidence that ROY M. DORSEY and MAUREEN M. DORSEY, husband and wife, 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.

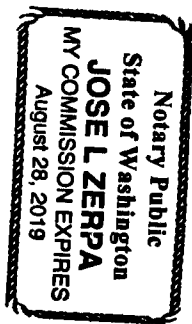
Dated: June 12, 2017

Signature: [Signature]

(Printed Name) ANA KRUSON
Notary Public in and for the State of Washington

Residing at: Lynnwood, WA

My Appointment Expires: 2/19/19



CITY OF MILL CREEK APPROVALS
Examined and approved this 1st day of June 2017.
Rebecca Polizzotto
City Manager

Peggy Louernon
City Clerk, attest

Examined and approved this 1st day of June 2017.

Tom Rogers, ACP
City Director of Community and Economic Development

Examined and approved this 1st day of June 2017.

Kamal Mahmoud, P.E.
City Engineer

CITY TREASURER'S CERTIFICATE

(Assessor's Parcel No. 280533 002 024 00)
I hereby certify that there are no delinquent special assessments and that all special assessments of the property herein contained as streets, alleys or for other public purposes are paid in full this 1st day of June 2017.

[Signature]
Director of Finance

TREASURER'S CERTIFICATE

(Assessor's Parcel No. 280533 002 024 00)
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 2017 taxes.

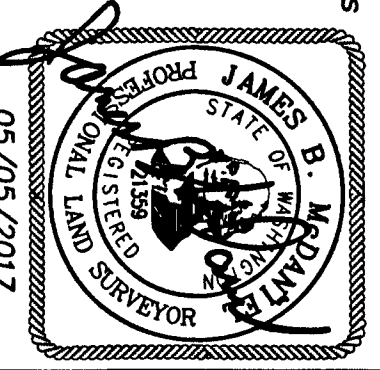
KIRKE SLEVERS
Treasurer, Snohomish County

By: [Signature]
Deputy County Treasurer

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 Roy and Maureen Dorsey in March, 2016.

James B. McDaniel
Professional Land Surveyor
Certificate No. 21359
Date 05/05/2017



AUDITOR'S CERTIFICATE

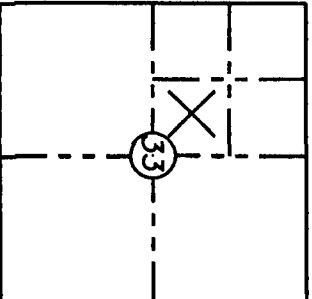
Filed for record at the request of Hammesen & Associates, Inc. this 13th day of June 2017, at 11 minutes past 11 A.M., and recorded in Vol. of Short Plats, page(s) . Records of Snohomish County, Washington.

CAROLYN WEIKEL
Auditor, Snohomish County
By: [Signature]
Deputy County Auditor

AF# 201706135003

ROY and MAUREEN DORSEY

DORSEY SHORT PLAT



INDEX KEY
T. 28 N., R. 5 E.

SCALE: 1" = 1/4 MI DRAWN BY: jhm 05/05/2017	HARMESSEN & ASSOCIATES, INC. 125 EAST MAIN STREET, SUITE 104 MONROE, WA 98272 TEL: (360) 794-7811	SHEET 1 OF 4 DWG: DORSEY.DWG
REVIEWED BY: SMW F/B: 838 JOB#: 05-117		S.T.R. INDEX 33-28N-05E SE1/4 NW 1/4

DORSEY SHORT PLAT
SECTION 33, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M.
SE 1/4 NW 1/4

DECLARATION OF SHORT SUBDIVISION:

Know all persons by these presents that we, the undersigned, having an interest in the real property described by this declaration, do hereby declare the herein described division of land approved as Snohomish County Short Plat number 05-118670 on the 27th day of April, 2006 by the Department of Planning and Development Services of Snohomish County, subject to the following covenants and conditions:

- 1.) The land described by this declaration may not be further subdivided in any manner exceeding a total of four parcels by anyone within five years of the above date of approval without a final plat having been filed for record with the Auditor of Snohomish County, pursuant to the provisions of Chapter 58.17 RCW, and the ordinances of the City of Mill Creek, and subject to the penalties attendant thereto.
- 2.) All landscaped areas in public rights-of-way shall be maintained by the owner(s) or their successor(s) and must be reduced or eliminated at the request of the City if deemed necessary for City road purposes.
- 3.) Snohomish County Code Chapter 30.66B mitigation has been based on the development of single-family structures. In the event that duplex building permits are applied for, additional Subtitle 30.66B review and mitigation will be required.

- 4.) The lots in this short subdivision do not qualify as duplex lots per Snohomish County Code Section 30.41B.835.

- 5.) Snohomish County Code Chapter SOC 30.66B requires the new lot mitigation payments in the amounts of \$344.45 for impact to state highways.

The developer of this subdivision has elected to defer this payment to a time preceding building permit issuance. Notice of this mitigation payment obligation shall be contained in any deeds involving this subdivision or the lot therein. Once building permit has been issued, 1 mitigation payment shall be deemed paid.

- 6.) In consideration of the approval of the short plat, the owners of the lots of the short plat, their heirs, successors, and assigns, shall agree and covenant a "No Protest" to the conversion of the 42nd Ave. SE road easement and the encompassing private road to a public road at any time the city determines a public road is necessary, or a public road is required for further development of any of the lots within the short plats. The road easement extends north to the subject short plat property line and ends to the south at the right of way line of 138th St. SE. It consists of 30 feet on each side of the easement centerline for a total width of 60 feet, and two (2) 30 ft. by 30 ft. squared parcels as shown on the preliminary site map submitted by the applicant, received by Snohomish County Planning and Development Services October 5, 2005. The owners of the short plat lots, their heirs, successors, and assigns further agree and covenant to provide all necessary authorizations and to execute all necessary conveyance documents, at no cost and expense to the county or city, to accomplish the dedication and/or conversion of the private road to the county or city for public road purposes. This covenant touches and concerns the property, runs with the land, and is binding upon all subsequent purchasers, heirs, successors, and assigns.

- 7.) All lots within this short plat are subject to the provisions of an easement in favor of Public Utility District No. 1 of Snohomish County and West Coast Telephone Company for electrical distribution and communication recorded under A.F. No. 1632603.

- 8.) All lots within this short plat are subject to the provisions of an agreement not to protest the formation of a road improvement district recorded under A.F. No. 8112230156.

- 9.) All lots within this short plat are subject to the provisions of an agreement not to protest the formation of a road improvement district recorded under A.F. No. 8112300084.

- 10.) All lots within this short plat are subject to the terms, covenants, conditions, and provisions of the Short Plat recorded under A.F. No. 8201280175 and corrected by instrument recorded under A.F. No. 8204090229.

- 11.) All lots within this short plat are subject to the terms, covenants, conditions, and provisions of the restrictive covenants recorded under A.F. No. 8204220082.

P:\WORK\PROJECTS\2005\05-117\EP2005\DORSEY FINAL SP 05-117.DWG

UTILITY EASEMENT

An easement is hereby reserved for and granted to all utilities serving the subject short plat and their respective successors and assigns, under and upon the west 10 feet parallel with and adjoining the street frontage of Lots 1, 2, and 3 and Tract 999 in which to install, lay, construct, renew, operate and maintain underground conduits, cables, pipe, and wires with necessary facilities and other equipment for the purpose of serving this short 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.

EASEMENT - SANITARY SEWER

An triangular easement in the southeast corner of Lot 3 as shown on the face of this short plat is hereby reserved for and granted to owners, their successors, and assigns of Lot 4 for the purpose of installation, operation, and maintenance of a sanitary sewer line serving said Lot 4.

EASEMENT - SANITARY SEWER

An easement 10 feet in width across that portion of Lot 2 as shown on the face of this short plat is hereby reserved for and granted to the owners, their successors and assigns of Lot 1 for the purpose of installation, operation, and maintenance of a sanitary sewer line serving said Lot 1.

DRAINAGE EASEMENT

A drainage easement of varying width across that portion of Lot 3 as shown on the face of this short plat is hereby reserved for and granted to owners, their successors, and assigns of Lots 1 and 2 of this short plat for installation, operation, and maintenance of a storm water conveyance line serving said Lots 1 and 2, subject to conditions of Drainage Facilities Maintenance Covenant.

HOLD HARMLESS AGREEMENT

Owner(s) and all persons having any present or subsequent ownership interest in these lands, and their successors and assigns of owners or other parties having 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 construction, maintenance, and operation of said drainage system.

OWNER ATTORNEY IN FACT

The owner hereby designates the City as its attorney in fact for the limited purpose set forth in MCNC 16.04.085.

TRACT 999 DRAINAGE FACILITY MAINTENANCE COVENANT

We, the owners and contract purchasers of the lands herein, short-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 at downstream property owners and the general public.

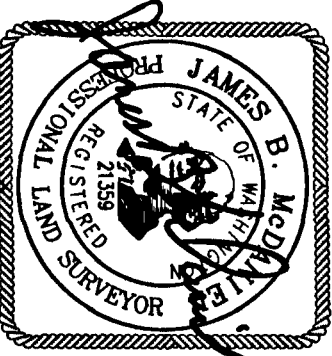
Grantor, in consideration of the approval of this short subdivision, hereby covenants to perform regular maintenance upon the drainage facilities installed, or to be installed, upon Grantor's property. Regular maintenance shall include, at a minimum, annual inspection of the stormwater drainage system. 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:

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.
2. If City inspection determines that maintenance 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 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 begin 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.
3. 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.
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.
5. 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 short 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.

05/05/2017

AF# 201706135003



ROY and MAUREEN DORSEY
DORSEY SHORT PLAT

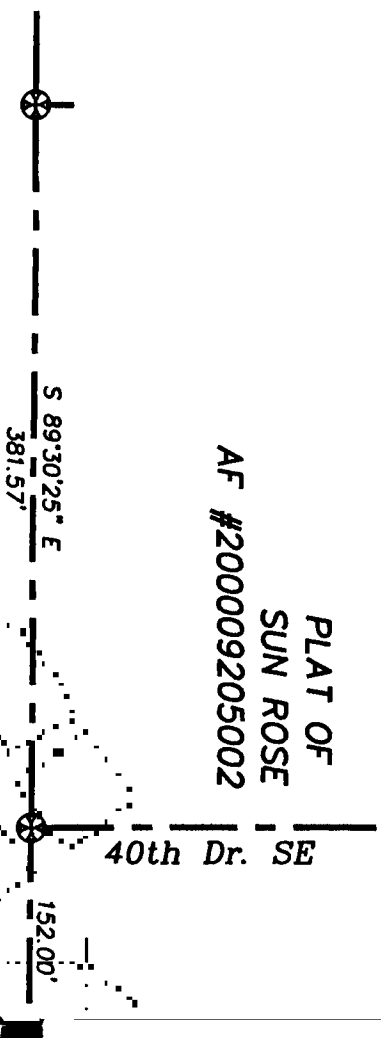
SCALE: 1" = NA	SHEET 2 OF 4
DRAWN BY: JBM	DWG: DORSEY.DWG
05/05/2017	
REVIEWED BY: SMW	
F/B: 838	
125 EAST MAIN STREET, SUITE 104	S.T.R. INDEX
MONROE, WA 98272	33-28N-03E
TEL: (360) 794-7811	SET/4 NW 1/4

WESTFIELD PRD
AF #200506015245

SHORT PLAT
AF #200410155004

SHORT PLAT
AF #200410155003

PLAT OF
SUN ROSE
AF #200009205002



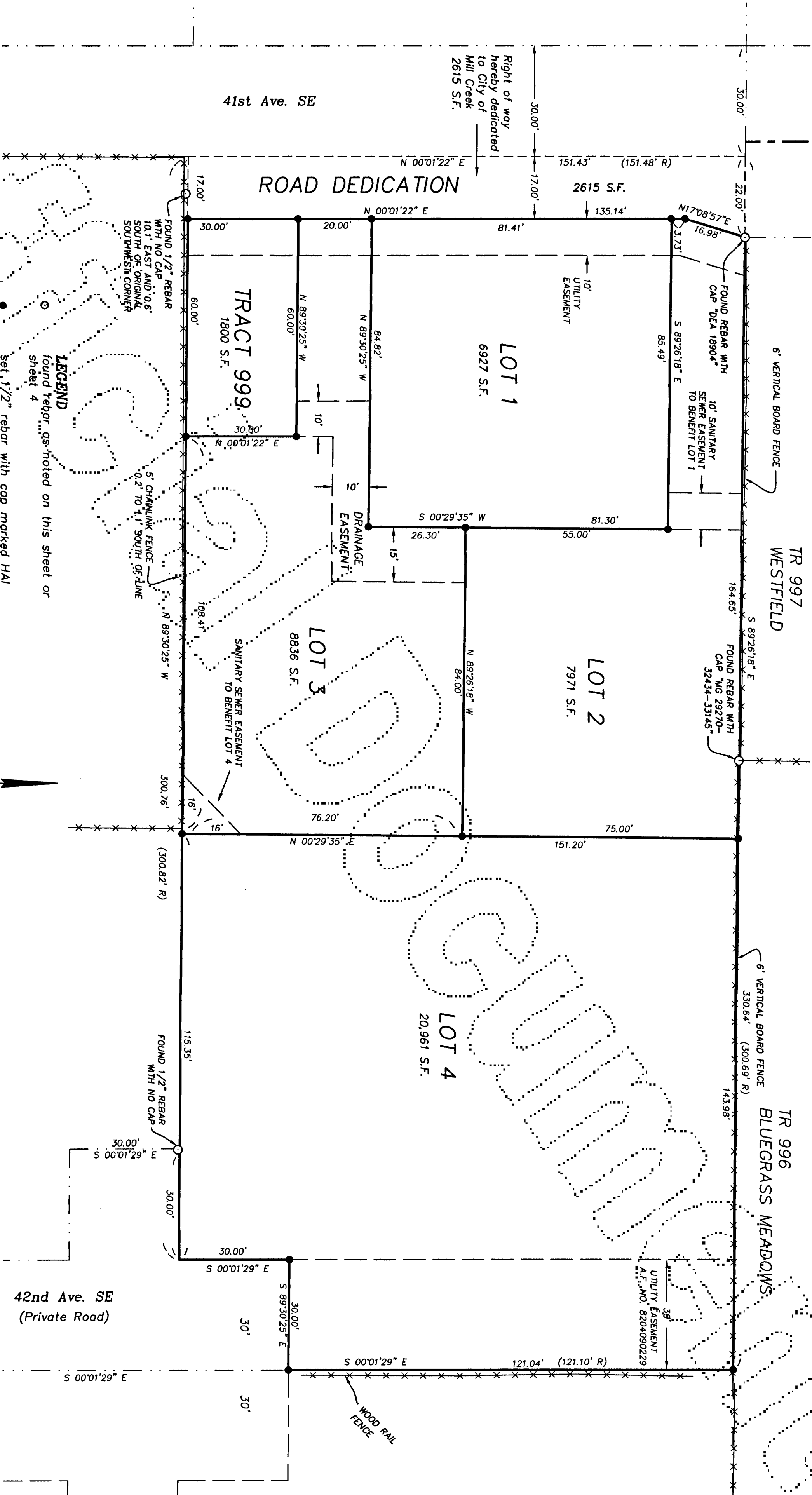
138th St. SE

Found 3/4" rebar
and 3/8" rebar

LEGEND

- 4" x 4" concrete monument with 2" brass disk stamped "LS29291"
- found rebar as noted on this sheet or sheet 4
- (XXX.XX, R) rec'd distance

DORSEY SHORT PLAT
SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.
SE 1/4 NW 1/4



LOT CORNER NOTE

At the time of recording, the lot corners have not been staked and the utility infrastructure has not been constructed. These items have been secured with a performance bond per Condition 3.b. of the revised Decision by Snohomish County Department of Planning and Development dated April 27, 2006. Upon completion of construction and prior to release of the bond, the surveyor will be contacted and the lot corners will be staked.

AREA SUMMARY

Gross area 49,110 S.F.
Lot 1 6927 S.F.
Lot 2 7971 S.F.
Lot 3 8836 S.F.
Lot 4 20,961 S.F.
Tract 999 1800 S.F.
West Rd Ded 2615 S.F.

LEGEND

found rebar as noted on this sheet or sheet 4
set 1/2" rebar with cap marked HAI 21359
record distance

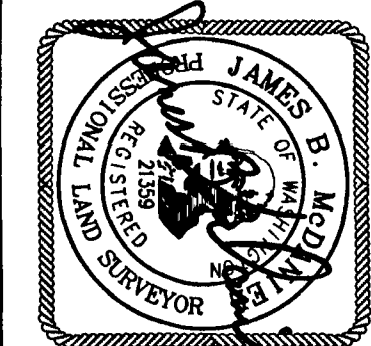


05/05/2017

AF# 201706135003

ROY and MAUREEN DORSEY

DORSEY SHORT PLAT



SCALE: 1" = 20'	SHEET 4 OF 4
DRAWN BY: jbm	DWG: DORSEY.DWG
REVIEWED BY: SMW	S.L.R. INDEX
F/B: 838	33-28N-05E
125 EAST MAIN STREET, SUITE 104	SE 1/4 NW 1/4
MONROE, WA 98272	
TEL: (360) 794-7811	