CITY OF	
MillCreek	

CITY OF MILL CREEK SHORT PLAT FILE NO. PL20\_\_-00\_\_

CITY OF MILL CREEK SNOHOMISH COUNTY. WASHINGTON

### DEDICATION

KNOW ALL PEOPLES BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNER(S) OF INTEREST IN THE LAND HEREBY SHORT SUBDIVIDED DECLARE THIS PLAT TO BE THE GRAPHIC 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 (J) BY IMPROPER DESIGN, ESTABLISHMENT, OR CONSTRUCTION, OR FAILURE TO OPERATE OR MAINTAIN THE STREET AND OR DRAINAGE SYSTEMS WITHIN THIS SHORT SUBDIVISION.

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 AND CLAIMS, AND AGREEMENT TO HOLD HARMLESS JS MADE WITH THE FREE CONSENT. AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNERS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

BROOKS HOMES INC.

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STATE OF WASHINGTON

COUNTY OF

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT NICKOLAI MEDVEDITSKOV IS THE PERSON WHO APPEARED BEFORE ME. AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT

DATED

SIGNATURE OF NOTARY PUBLIC

MY APPOINTMENT EXPIRES

STATE OF WASHINGTON

COUNTY OF \_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT VASILY KHUDYAKOV IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE (HIS/HER) FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT

DATED

SIGNATURE OF NOTARY PUBLIC

MY APPOINTMENT EXPIRES

### LEGAL DESCRIPTION

### PARCEL A:

THE NORTH 150 FEET OF THE SOUTH 360 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.; EXCEPT THE EAST 30 FEET THEREOF.

PARCEL B: AN UNDIVIDED 1/4TH INTEREST IN THE FOLLOWING DESCRIBED TRACTS: THE EAST 30 FEET OF THE SOUTH 540 FEET OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.; EXCEPT THE SOUTH 30 FEET THEREOF:

TOGETHER WITH THE WEST 30 FEET OF THE EAST 60 FEET OF THE NORTH 30 FEET OF THE SOUTH 510 FEET OF SAID SUBDIVISION.

### RESTRICTIONS OF RECORD

- 1. SUBJECT TO EASEMENT FOR THE ELECTRIC TRANSMISSION LINE AND INCIDENTAL PURPOSES GRANTED TO PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY REC. NO. 1632603. (NO DOCUMENT PROVIDED).
- 2. SUBJECT TO UTILITY EASEMENT OVER 42ND AVE SE (PRIVATE ROAD) AS SHOWN ON SHORT PLAT NO. SP 138(5-81) REC. NO. 8201280175. (FALL OUTSIDE OF SUBJECT PROPERTY- PLOTTED HEREON).
- 3. SUBJECT TO WAIVER OF ALL CLAIM FOR DAMAGES FROM ESTABLISHMENT OR MAINTENANCE OF A COUNTY ROAD REC. NO. 2092684 (NO DOCUMENT PROVIDED).
- 4. SUBJECT TO AGREEMENT FOR THE CONSTRUCTION OF SEWER LINE AND CONNECTION CHARGE REC. NO. 7608050198. (NOTHING TO PLOT).

## CITY OF MILL CREEK APPROVALS

I HAVE EXAMINED SAID SHORT PLAT AND FOUND IT TO BE IN COMPLIANCE WITH PRELIMINARY APPROVAL AND CONDITION OF APPROVAL OF CITY FILE PL20 -00 . I THE UNDERSIGNED DIRECTOR OF PUBLIC WORKS AND DEVELOPMENT SERVICES RECOMMEND APPROVAL OF THE FINAL SHORT PLAT TO THE CITY MANAGER

REVIEWED AND APPROVED THIS	DAY OF	20

DIRECTOR OF PUBLIC WORKS AND DEVELOPMENT SERVICES

I. THE UNDERSIGNED CITY MANAGER. ON BEHALF OF THE CITY OF MILL CREEK. APPROVE AND AUTHORISE THIS SHORT PLAT FOR RECORDING.

REVIEWED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20

CITY MANAGER

REVIEWED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_ 20

**CITY TREASURER** 

## TREASURER 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 20 TAXES.

ACCOUNT NUMBER: 28053300202200

BY DEPUTY TREASURER

DATE

AUDITOR'S CERTIFICATE RECORDING NUMBER: FILED FOR RECORD THIS DAY OF, 20 AT M. IN BOOK OF SURVEYS, AT PAGE AT THE REQUEST OF CITY OF MILL CREEK DIVISION OF RECORDS AND ELECTIONS	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 IN 20 C. SHANE BARNES PROFESSIONAL LAND SURVEYOR	FRANCISCO STATE
MANAGER SUPT. OF RECORDS	CERTIFICATE NO. 35145	11/2

SUPT. OF RECORDS

### EASEMENT PROVISIONS

AN EASEMENT FOR ACCESS AND UTILITY WITHIN LOTS 1 AND 2 AS SHOWN HEREON IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF LOTS 2-3. THE OWNERS OF LOTS 1-3 SHALL OWN AND BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE PAVEMENT, SIDEWALK AND UTILITIES WITHIN SAID EASEMENT AND SHALL BE RESTORE ANY PROPERTY DAMAGED OR DISTURBED BY SUCH MAINTENANCE OR USE. NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ANY SANITARY SEWER OR DRAINAGE FACILITIES ABOVE THEIRS POINT OF CONNECTION

2. THE PRIVATE DRAINAGE EASEMENT WITHIN LOTS 1-3 AS SHOWN HEREON IS IS GRANTED AND CONVEYED TO THE OWNERS OF LOTS 2-4. THE OWNERS OF LOTS 1-4 SHALL OWN AND BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE DRAINAGE FACILITIES WITHIN EASEMENT AND SHALL BE RESTORE ANY PROPERTY DAMAGED OR DISTURBED BY SUCH MAINTENANCE OR USE. NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF DRAINAGE FACILITIES ABOVE THEIRS POINT OF CONNECTION.

### HOLD HARMLESS AGREEMENT

OWNER(S) 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 IMAGES 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.

### 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 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 THE GENERAL PUBLIC. THE CITY REQUIRES THIS COVENANT TO PROTECT PRIVATE AND PUBLIC PROPERTY, PRIVATE AND PUBLIC DRAINAGE INFRASTRUCTURE. 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 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:

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 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. 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, ACTION, SUITS, L!ABILITY, 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 O 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 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.

THE OWNERS OF LOTS 1-4 INCLUDING THEIR HEIRS, SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIRS OF THEIR INDIVIDUAL RAINGARDENS. NO CHARGES ARE TO BE MADE TO SAID RAINGARDENS INCLUDING FILING IN AND RE-LANDSCAPING WITHOUT PRIOR APPROVAL OF THE CITY

PROPERTY DATA

SE 1/4 NW 1/4 SEC. 33, TWP. 28N., RGE. 5E., W.M.

### PROJECT NAME: SHORT PLAT

SITE AREA: 1.04 ACRES (45.131 S.E.) PROPOSED DEDICATION AREA - 2,549 S.F. PROPOSED AREA LOT 1-4 - 42, 582 S.F.

SITE ADDRESS: 13710 42ND AVE SE, MILL CREEK, WA 98012

PARCEL NUMBER: 280553300202200 ZONE: LDR (LOW DENSITY RESIDENTIAL)

SURROUNDING PROPERTIES ZONE: R-6 (6 DU/AC)

### OWNER/APPLICANT

BROOKS HOMES, INC. 13724 42ND AVE SE MILL CREEK, WA 98012 PH: 425.280.5801 EMAIL: CHRISJBROOKS610@GMAIL.COM

PROJECT ENGINEER (CONTACT)

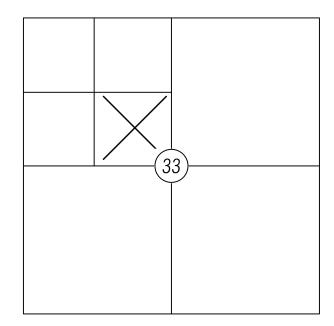
OMEGA ENGINEERING, INC. 2707 WETMORE AVE EVERETT, WA 98201 PH: 425.903.4852 FAX: 425.259.1958 EMAIL: JOE(A)OMEGA-ENG.COM

PROJECT SURVEYOR:

MEAD GILMAN LAND SURVEYORS SHANE BARNES, PLS P.O. BOX 289 WOODINVILLE, WA 98072 PH: 425.486.1252 EMAIL: SHANE@MEADGILMAN.COM

AREA SUMMARY		
GROSS AREA	45,301 S.F.	
LOT 1	11,388 S.F.	
LOT 2	10,498 S.F.	
LOT 3	10,498 S.F.	
LOT 4	10,198 S.F.	
WEST ROAD DEDICATION	2,549 S.F.	

INDEXING SECTION 33, TOWNSHIP 28 NORTH, RANGE 5 EAST, W.M.





PRELIMINARY SHORT PLAT PREPARED FOR:

# BROOKS HOMES INC.

13724 42ND AVE SE, MILL CREEK, WA. 98012

CHKD BY: CSB

SHEET: LSD

JOB NO:

21144

1 OF 1

MEAD GILMAN

LAND SURVEYORS

P.O. BOX 289, WOODINVILLE, WA 98072 PHONE: (425) 486-1252 FAX: (425) 486-6108

DRAWN BY:

<sup>.4/21</sup> 

