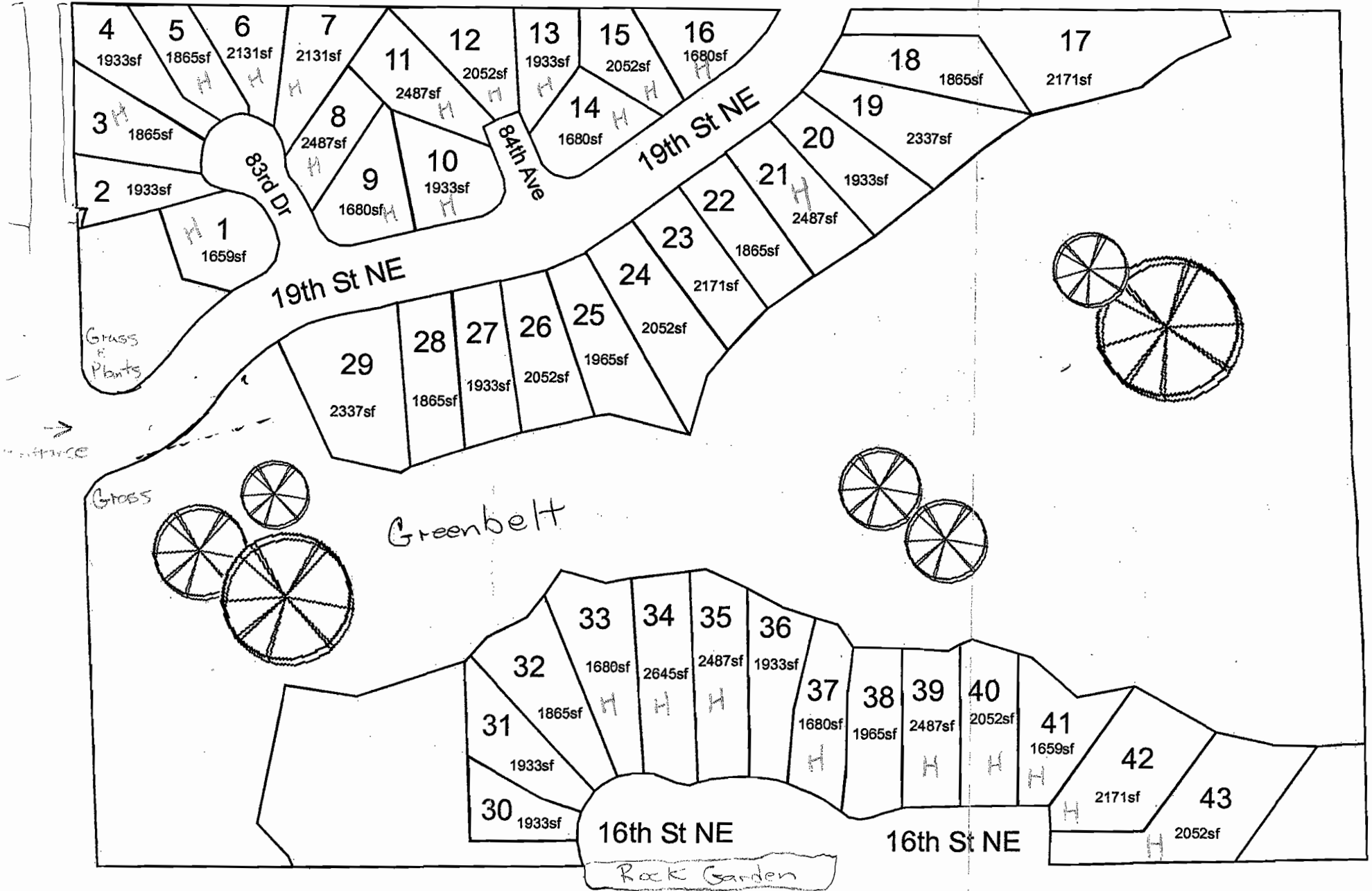


Parkway Ridge



PARKWAY RIDGE

POR. NW 1/4, SW 1/4, SEC. 12, TWP. 29 N, RGE. 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT HIMALAYA HOMES, INC., A WASHINGTON CORPORATION, THE UNDERSIGNED OWNER, IN FREE SHIPLE OF THE LAND HEREBY PLATTED, AND KEYWASH NATIONAL ASSOCIATION, THE MORTGAGEE THEREOF, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WATERWAY 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 OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DEVIATED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO DAMPER 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 ENDORSEMENT OF DRAINAGE WATERS IN COLLECTORS 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 192, DETENTION AREAS; TRACT 198, NATIVE GROWTH PROTECTION AREA / OPEN SPACE AREA; AND TRACT 197, DETENTION AREA ARE HEREBY GRANTED AND CONVEYED TOGETHER WITH ALL OBLIGATIONS TO MAINTAIN THE TRACTS CONSISTENT WITH COUNTY CODE, TO LOTS 1 THROUGH 43, INCLUSIVE AND TO TRACT 196, WITH AN EQUAL AND UNDIVIDED INTEREST UPON THE RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO SNOHOMISH COUNTY. USE OF SAID TRACTS IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE COUNTY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THESE TRACTS SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS 18th DAY OF November 2005

HIMALAYA HOMES, INC., A WASHINGTON CORPORATION

KEYWASH NATIONAL ASSOCIATION

Benjamin R. Decker
VICE PRESIDENT
(PRINTED NAME) Benjamin R. Decker

William R. Decker, JR.
VICE PRESIDENT
(PRINTED NAME) William R. Decker, JR.

ACKNOWLEDGMENTS

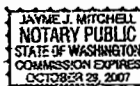
STATE OF WASHINGTON)
COUNTY OF KING)

ON THIS 18th DAY OF November 2005, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC,

PERSONALLY APPEARED Benjamin R. Decker TO ME KNOWN TO BE

THE VICE PRESIDENT OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT IT WAS SIGNED AS A FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF I HAVE HEREONTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.



Jayme Mitchell
NOTARY PUBLIC
PRINT OR STAMP NAME OF NOTARY
NOTARY PUBLIC FOR THE STATE OF WASHINGTON, RESIDING AT
Blaine, WA
MY APPOINTMENT EXPIRES October 29, 2007

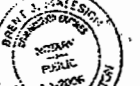
STATE OF WASHINGTON)
COUNTY OF KING)

ON THIS 18th DAY OF November 2005, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC,

PERSONALLY APPEARED William R. Decker, JR. TO ME KNOWN TO BE

THE VICE PRESIDENT OF THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT IT WAS SIGNED AS A FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION.

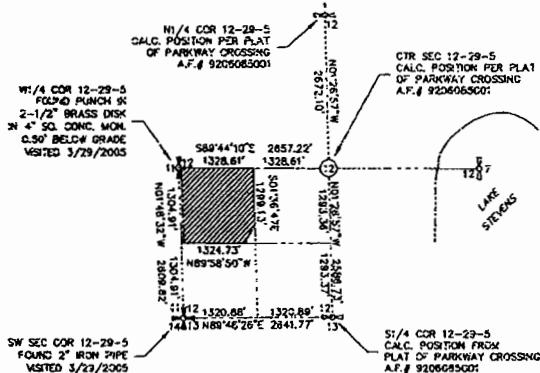
IN WITNESS WHEREOF I HAVE HEREONTO SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.



Doreen R. Malesich
NOTARY PUBLIC
PRINT OR STAMP NAME OF NOTARY
NOTARY PUBLIC FOR THE STATE OF WASHINGTON, RESIDING AT
Blaine, WA
MY APPOINTMENT EXPIRES 8/1/2006

SECTION 12 BREAKDOWN

SCALE: 1"=1500'



APPROVALS

COUNTY ENGINEER APPROVAL

EXAMINED AND APPROVED THIS 18th DAY OF November 2005

Jim A. Lyle
SNOHOMISH COUNTY ENGINEER

PLANNING AND DEVELOPMENT SERVICES APPROVAL

EXAMINED AND APPROVED THIS 23rd DAY OF NOV 2005

Carole M. M.D.
SNOHOMISH COUNTY PLANNING & DEVELOPMENT SERVICES DIRECTOR

CHAIRMAN, COUNTY COUNCIL

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

CONTROLS, AND APPROVED THIS 30th DAY OF November 2005

James M.
COUNTY CHAIR PERSON
SNOHOMISH COUNTY, WASHINGTON

November 30, 2005
DATE

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 2006 TAXES.

Bob Decker
TREASURER, SNOHOMISH COUNTY

BY: Kimberly Ann 11-18-05
DEPUTY COUNTY TREASURER 11-30-05



LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF PARKWAY RIDGE IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 12, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., AS REQUIRED BY STATE STATUTES; THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT THE MONUMENTS SHALL BE SET AND LOT AND BLOCK CORNERS SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.



Joe Dersham
JOSEPH R. DERSHAM, PLS
CERTIFICATE NO. 33127
PACE ENGINEERS, INC.
750 SIXTH STREET SOUTH
KIRKLAND, WASHINGTON 98033
PHONE: 425-827-2014

AUDITOR'S CERTIFICATE

RECORDING NO. 2005 11305001

FILED FOR RECORD AT THE REQUEST OF HIMALAYA HOMES, INC.

THIS 30th DAY OF November 2005, AT 24 MINUTES

PAST 9 AM AND RECORDED IN VOLUME _____ OF PLATS, PAGE(S) _____
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Bob Terwilliger
AUDITOR, SNOHOMISH COUNTY

BY: Jane Forson
DEPUTY COUNTY AUDITOR

PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 12, TOWNSHIP 29 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON.

2005 11305001

JOB NO 05427.21

DATE: 10/03/2005

SHEET 1 OF 7



Pennington Associates Consulting Engineers, Inc.
750 6th Street, Suite 1000
Kirkland, WA 98033
Phone: (425) 827-2014
Fax: (425) 827-2043

PARKWAY RIDGE

FOR NW 1/4, SW 1/4, SEC. 12, TWP. 29 N, RGE. 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON

LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THAT PORTION CONVEYED TO COUNTY OF SNOHOMISH BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER #406100004.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TO 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 ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL, STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

A 27.5 FOOT WIDE EASEMENT, AS SHOWN HEREON, ACROSS LOTS 42, 43, AND TRACT 898 IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, 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 ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL, STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

THE 15 FOOT SANITARY SEWER EASEMENT LOCATED ACROSS LOTS 42, 43, AND ACROSS TRACT 898, AS SHOWN HEREON, IS HEREBY RESERVED AND GRANTED TO LAKE STEVENS 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 LAKE STEVENS SEWER DISTRICT MAINTENANCE AND REPAIR RESPONSIBILITIES.

PRIVATE DRAINAGE EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF LOTS 3, 4, AND 5 AND OF LOTS 6, 7, AND 8 AND OF LOTS 31 AND 32, AND OF LOTS 33, 34, 35, 36 AND 37 AND OF LOTS 38, 39 AND 40, AS SHOWN HEREON, FOR THE PURPOSE OF OPERATING, MAINTAINING AND RECONSTRUCTING STORM WATER FACILITIES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.

NATIVE GROWTH PROTECTION AREA/EASEMENT

IN CONSIDERATION OF SNOHOMISH COUNTY CODE REQUIREMENTS, A NON-EXCLUSIVE NATIVE GROWTH PROTECTION AREA/EASEMENT (NGPA/E) IS HEREBY GRANTED AND TO SNOHOMISH COUNTY, ITS SUCCESSORS OR ASSIGNS. SAID EASEMENT AREA IS DEPICTED ON THE SUBDIVISION. THE NATIVE GROWTH PROTECTION AREA/EASEMENT 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 WITHIN SAID EASEMENT AREA, EXCEPT THE ACTIVITIES SET FORTH IN SNOHOMISH COUNTY CODE ARE ALLOWED, WHICH APPROVED BY THE COUNTY. SOME ACTIVITIES WHICH MAY BE PERMITTED ARE: (1) UNDERGROUND UTILITY CROSSINGS AND DRAINAGE DISCHARGE SWALES WHICH UTILIZE THE SHORTEST ALIGNMENT POSSIBLE AND FOR WHICH NO ALIGNMENT THAT WOULD AVOID SUCH A CROSSING IS FEASIBLE; (2) FENCES, WHEN THE CRITICAL AREA AND ITS BUFFER ARE NOT DETRIMENTALLY AFFECTED; (3) REMOVAL OF HAZARDOUS TREES BY THE PROPERTY OWNER; AND (4) OTHER USES AND DEVELOPMENT ACTIVITY AS ALLOWED BY SAID CODE. THE RIGHT TO USE AND POSSESS THE EASEMENT AREA IS RETAINED, PROVIDED THAT THE USE DOES NOT INTERFERE WITH, OBSTRUCT OR ENDANGER PURPOSE OF SAID EASEMENT.

THE COUNTY, 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, SNOHOMISH COUNTY DOES NOT ACCEPT OR ASSUME ANY LIABILITY FOR ACTS OR OMISSIONS OF THE LOT OWNER, HIS OR HER INVITEES, LICENSEES OR OTHER THIRD PARTIES WITHIN THE EASEMENT AREA. THE LOT OWNER HOLDS SNOHOMISH COUNTY HARMLESS FROM ANY CLAIM OF DAMAGE OR INJURY TO ANY PROPERTY OR PERSON BY ANY PERSON ENTERING THE EASEMENT AREA NOT EXPRESSLY AUTHORIZED TO DO SO BY SNOHOMISH COUNTY. THIS EASEMENT IS CREATED, GRANTED AND ACCEPTED FOR THE BENEFIT OF THIS SUBDIVISION AND THE GENERAL PUBLIC, BUT SHALL NOT BE CONSTRUED TO PROVIDE OPEN OR COMMON SPACE FOR OWNERS WITHIN THE SUBDIVISION OR MEMBERS OF THE PUBLIC.

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 SNOHOMISH COUNTY (COUNTY) 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. COUNTY 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 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, VALUETS, 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:

- COUNTY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF LANCES OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
- IF COUNTY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, COUNTY 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, COUNTY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGIM IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, COUNTY 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 COUNTY OR PAY COUNTY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN COUNTY'S STATEMENT.
- IF COUNTY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, COUNTY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF COUNTY MAY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD COUNTY, 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, COUNTY 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 4.56.180.
- 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 DRAINAGE MAINTENANCE PROVISIONS

THE 15-FOOT PRIVATE DRAINAGE EASEMENT (PDE#1) ACROSS LOTS 3, 4 AND 5 IS FOR THE BENEFIT OF LOTS 3, 4, AND 5. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

THE 15-FOOT PRIVATE DRAINAGE EASEMENT (PDE#2) ACROSS LOTS 7, AND 8 IS FOR THE BENEFIT OF LOTS 6, 7, AND 8. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

THE 12-FOOT PRIVATE DRAINAGE EASEMENT (PDE#3) ACROSS LOT 31 IS FOR THE BENEFIT OF LOT 32. THE OWNER(S) OF LOT 32 SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM.

THE 12-FOOT PRIVATE DRAINAGE EASEMENT (PDE#4) ACROSS LOTS 34, 35, AND 36 IS FOR THE BENEFIT OF LOTS 33, 34, 35, 36, AND 37. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

THE 12-FOOT PRIVATE DRAINAGE EASEMENT (PDE#5) ACROSS LOTS 38 AND 39 IS FOR THE BENEFIT OF LOTS 38, 39, AND 40. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

SURVEY NOTES

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, PER PLAT OF PARKWAY CROSSING DIVISIONS 4, 5 & 6, VOL. 37 OF PLATS, PG. 97-103, A.F.N. #407205008 (N 01°46'32" W).

THE PRIMARY MEASURING EQUIPMENT UTILIZED IN THE PERFORMANCE OF THIS SURVEY WAS A 2" GEOMETER 800 SERIES TOTAL STATION THAT WAS COMPARED AND ADJUSTED TO A NATIONAL GEODETIC CALIBRATED BASELINE WITHIN THE PREVIOUS 12 MONTHS.

SURVEY ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-090 STANDARDS.



Engineering Planning Surveying
Penhaggon Associates Consulting Engineers, Inc.
750 Sixth Street South
PO Box 2014
Edmonds, WA 98022
1-800-942-5408
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Edmonds - Seattle



PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 12, TOWNSHIP 29 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON.

JOB NO 05427.21

DATE: 10/03/2005

SHEET 2 OF 7

PFN 03-109056

A.F.N.: 200511305001

PARKWAY RIDGE

POR. NW 1/4, SW 1/4, SEC. 12, TWP., 29 N, RGE, 5 E, WM.
SNOHOMISH COUNTY, WASHINGTON

LEGAL DESCRIPTION

THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, EXCEPT THAT PORTION CONVEYED TO COUNTY OF SNOHOMISH BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 9406100004.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING 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, RENEW, 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 ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL, STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

A 27.5 FOOT WIDE EASEMENT, AS SHOWN HEREON, ACROSS LOTS 42, 43, AND TRACT 896 IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, 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 SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC, TELEPHONE, GAS, TELEVISION CABLE AND OTHER UTILITY SERVICES TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS, TRACTS AND COMMON AREAS AT ALL TIMES FOR THE PURPOSES HEREIN STATED.

DRAINAGE EASEMENTS DESIGNATED ON THE PLAT ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY, EXCEPT THOSE DESIGNATED ON THE PLAT AS PRIVATE EASEMENTS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS AND THE RIGHT TO EXCAVATE, CONSTRUCT, OPERATE, MAINTAIN, REPAIR AND/OR REBUILD AN ENCLOSED OR OPEN CHANNEL, STORM WATER CONVEYANCE SYSTEM AND/OR OTHER DRAINAGE FACILITIES, UNDER, UPON OR THROUGH THE DRAINAGE EASEMENT.

THE 15 FOOT SANITARY SEWER EASEMENT LOCATED ACROSS LOTS 42, 43, AND ACROSS TRACT 896, AS SHOWN HEREON, IS HEREBY RESERVED AND GRANTED TO LAKE STEVENS 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 LAKE STEVENS SEWER DISTRICT MAINTENANCE AND REPAIR RESPONSIBILITIES.

PRIVATE DRAINAGE EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE OWNERS OF LOTS 3, 4, AND 5 AND OF LOTS 6, 7, AND 8 AND OF LOTS 31 AND 32, AND OF LOTS 33, 34, 35, 36 AND 37 AND OF LOTS 38, 39 AND 40, AS SHOWN HEREON, FOR THE PURPOSE OF OPERATING, MAINTAINING AND RECONSTRUCTING STORM WATER FACILITIES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.

NATIVE GROWTH PROTECTION AREA/EASEMENT

IN CONSIDERATION OF SNOHOMISH COUNTY CODE REQUIREMENTS, A NON-EXCLUSIVE NATIVE GROWTH PROTECTION AREA/EASEMENT (NGPA/E) IS HEREBY GRANTED AND TO SNOHOMISH COUNTY, ITS SUCCESSORS OR ASSIGNS. THE EASEMENT AREA IS DEPICTED ON THE SUBDIVISION. THE NATIVE GROWTH PROTECTION AREA/EASEMENT SHALL BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE. NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION, OR PLACEMENT OF ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR WITHIN SAID EASEMENT AREA, EXCEPT THE ACTIVITIES SET FORTH IN SNOHOMISH COUNTY CODE ARE ALLOWED, WHEN APPROVED BY THE COUNTY. SOME ACTIVITIES WHICH MAY BE PERMITTED ARE: (1) UNDERGROUND UTILITY CROSSINGS AND DRAINAGE DISCHARGE SWALES WHICH UTILIZE THE SHORTEST ALIGNMENT POSSIBLE AND FOR WHICH NO ALIGNMENT THAT WOULD AVOID SUCH A CROSSING IS FEASIBLE; (2) FENCES, WHEN THE CRITICAL AREA AND ITS BUFFER ARE NOT DETRIMENTALLY AFFECTED; (3) REMOVAL OF HAZARDOUS TREES BY THE PROPERTY OWNER; AND (4) OTHER USES AND DEVELOPMENT ACTIVITY AS ALLOWED BY SAID CODE. THE RIGHT TO USE AND POSSESS THE EASEMENT AREA IS RETAINED, PROVIDED THAT THE USE DOES NOT INTERFERE WITH, OBSTRUCT OR ENDANGER PURPOSE OF SAID EASEMENT.

THE COUNTY, 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, SNOHOMISH COUNTY DOES NOT ACCEPT OR ASSUME ANY LIABILITY FOR ACTS OR OMISSIONS OF THE LOT OWNER, HIS OR HER INVITEES, LICENSEES OR OTHER THIRD PARTIES WITHIN THE EASEMENT AREA. THE LOT OWNER HOLDS SNOHOMISH COUNTY HARMLESS FROM ANY CLAIM, OF DAMAGE OR INJURY TO ANY PROPERTY OR PERSON BY ANY PERSON ENTERING THE EASEMENT AREA NOT EXPRESSLY AUTHORIZED TO DO SO BY SNOHOMISH COUNTY. THIS EASEMENT IS CREATED, GRANTED AND ACCEPTED FOR THE BENEFIT OF THIS SUBDIVISION AND THE GENERAL PUBLIC, BUT SHALL NOT BE CONSTRUED TO PROVIDE OPEN OR COMMON SPACE FOR OWNERS WITHIN THE SUBDIVISION OR MEMBERS OF THE PUBLIC.

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 SNOHOMISH COUNTY (COUNTY) 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. COUNTY 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 STORMWATER DRAINAGE SYSTEM, AS APPLICABLE. THE SYSTEM SHALL INCLUDE THE STORMWATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORMWATER FLOW REGULATION SYSTEM/RETENTION 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. COUNTY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, ADDING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.

2. IF COUNTY INSPECTION/DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, COUNTY 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, COUNTY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF COUNTY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGUN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, COUNTY 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 COUNTY OR PAY COUNTY'S VENDORS DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN COUNTY'S STATEMENT.

3. IF COUNTY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, COUNTY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF COUNTY MAY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD COUNTY, ITS OFFICERS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LIABILITY, LOSS, EXPENSES, DAMAGES AND JUDGEMENTS 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, COUNTY 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 GRANTOR AS PROVIDED IN RCW 4.56.180.

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 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 DRAINAGE MAINTENANCE PROVISIONS

THE 15-FOOT PRIVATE DRAINAGE EASEMENT (PDE#1) ACROSS LOTS 3, AND 4 IS FOR THE BENEFIT OF LOTS 3, 4, AND 5. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

THE 15-FOOT PRIVATE DRAINAGE EASEMENT (PDE#2) ACROSS LOTS 7, AND 8 IS FOR THE BENEFIT OF LOTS 6, 7, AND 8. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

THE 12-FOOT PRIVATE DRAINAGE EASEMENT (PDE#3) ACROSS LOT 31 IS FOR THE BENEFIT OF LOT 32. THE OWNER(S) OF LOT 32 SHALL BE SOLELY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM.

THE 12-FOOT PRIVATE DRAINAGE EASEMENT (PDE#4) ACROSS LOTS 34, 35, AND 36 IS FOR THE BENEFIT OF LOTS 33, 34, 35, 36, AND 37. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.


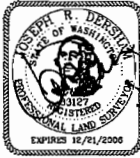
THE 12-FOOT PRIVATE DRAINAGE EASEMENT (PDE#5) ACROSS LOTS 38 AND 39 IS FOR THE BENEFIT OF LOTS 38, 39, AND 40. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

SURVEY NOTES

BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 12, PER PLAT OF PARKWAY CROSSING DIVISIONS 4, 5 & 6, VOL. 57 OF PLATS, PG. 97-103, A.F.# 9407205008 (N 01°46'32" W).

THE PRIMARY MEASURING EQUIPMENT UTILIZED IN THE PERFORMANCE OF THIS SURVEY WAS A 2" GEODIMETER 600 SERIES TOTAL STATION THAT WAS COMPARED AND ADJUSTED TO A NATIONAL GEODETIC CALIBRATED BASELINE WITHIN THE PREVIOUS 12 MONTHS.

SURVEY ACCURACY MEETS OR EXCEEDS W.A.C. 332-130-080 STANDARDS.

	Engineering Penhaleg Associates Consulting Engineers, Inc. 200 South Street South P.O. Box 227-2014 Kirkland, WA 98033 1-800-945-9408 FAX: (425) 827-5043	Planning Surveying www.pace-engineers.com Kirkland • Seattle	
	PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 12, TOWNSHIP 29 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON.		
JOB NO 05427.21		DATE: 10/03/2005	SHEET 2 OF 7

PARKWAY RIDGE

FOR NW 1/4, SW 1/4, SEC. 12, TWP., 29 N, RGE, 5 E, WM.
SNOHOMISH COUNTY, WASHINGTON

RESTRICTIONS

- 1) NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR A NEW SUBDIVISION OR SHORT SUBDIVISION.
- 2) THE SALE OR LEASE OF LESS THAN A WHOLE LOT IN ANY SUBDIVISION PLATTED AND FILED UNDER CHAPTER 30.41A SCC OR PREVIOUSLY UNDER TITLE 19 SCC IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH CHAPTER 30.41A OF THE SNOHOMISH COUNTY CODE.
- 3) ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE DEVELOPER OR HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO COUNTY ROAD PURPOSES.
- 4) PRIOR APPROVAL MUST BE OBTAINED FROM THE DIRECTOR OF PUBLIC WORKS BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES, ARE LOCATED WITHIN ANY DRAINAGE EASEMENT, DELINEATED FLOOD PLAIN AREA, OR DRAINAGE SWALE.
- 5) THE LOTS WITHIN THIS SUBDIVISION ARE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE LAKE STEVENS SCHOOL DISTRICT NO. 4 TO BE DETERMINED BY THE CERTIFIED AMOUNT WITHIN 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 TWO EXISTING PARCELS. LOT(S) 1 AND 2 SHALL RECEIVE CREDIT.
- 6) CHAPTER 30.66A SCC (TITLE 26A SCC) REQUIRES THE PER NEW UNIT FEE PAYMENT IN THE AMOUNT OF \$1,040.00 FOR MITIGATION OF IMPACTS ON THE COUNTY PARKS DEPARTMENT. THE DEVELOPER OF THIS PLAT HAS ELECTED TO DEFER THIS FEE PAYMENT OBLIGATION TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. NOTICE OF THIS FEE PAYMENT OBLIGATION SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOT(S) THEREIN.
- 7) CHAPTER 30.66B SCC (TITLE 26B SCC) REQUIRES THE NEW LOT MITIGATION PAYMENTS IN THE AMOUNTS SHOWN BELOW FOR A SINGLE-FAMILY RESIDENCE (SFR) OR TWICE THE AMOUNT SHOWN FOR A DUPLEX:
 - A. \$3,063.84 PER LOT FOR MITIGATION OF IMPACTS ON COUNTY ROADS PAID TO THE COUNTY.
 - B. \$0.00 PER LOT FOR TRANSPORTATION DEMAND MANAGEMENT PAID TO THE COUNTY.
 - C. \$327.29 PER LOT FOR MITIGATION OF IMPACTS ON STATE HIGHWAYS PAID TO THE COUNTY.

THE DEVELOPER OF THIS SUBDIVISION HAS ELECTED TO DEFER THESE PAYMENT OBLIGATIONS TO A TIME PRECEDING BUILDING PERMIT ISSUANCE. THESE PAYMENTS ARE DUE PRIOR TO OR AT THE TIME OF INDIVIDUAL BUILDING PERMIT APPLICATION FOR EACH SINGLE FAMILY RESIDENCE. NOTICE OF THESE MITIGATION PAYMENTS/OBLIGATIONS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR ANY OF THE LOTS THEREIN. ONCE A RESIDENTIAL BUILDING PERMIT(S) HAS BEEN ISSUED ALL MITIGATION PAYMENTS SHALL BE DEEMED PAID FOR THE RESPECTIVE LOT.

8) 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 SET FORTH IN SCC 32.10.110(29)(c), (c), and (d) ARE ALLOWED WHEN APPROVED BY THE COUNTY.

9) LOTS 1 THROUGH 43 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.

10) MINERAL LANDS DISCLOSURE REQUIRED BY SECTION 30.32C.200:

YOUR REAL PROPERTY IS ON OR WITHIN 2,000 FEET OF DESIGNATED MINERAL RESOURCE LAND, ON WHICH MINERAL EXTRACTION, OR A VARIETY OF ACTIVITIES RELATED TO MINERAL EXTRACTION, MAY OCCUR THAT ARE NOT COMPATIBLE WITH RESIDENTIAL DEVELOPMENT FOR CERTAIN PERIODS OF LIMITED DURATION. AN APPLICATION MIGHT BE MADE ON THE DESIGNATED MINERAL RESOURCE LAND FOR MINING-RELATED ACTIVITIES, INCLUDING MINING, EXTRACTION, WASHING, CRUSHING, STOCKPIILING, BLASTING, TRANSPORTING, AND RECYCLING OF MINERALS.

11) 45-FOOT TEMPORARY TURN AROUND ON 19TH STREET N.E. THIS EASEMENT SHALL AUTOMATICALLY EXPIRE WHEN THE PUBLIC STREET IS EXTENDED NORTHERLY, ACCEPTED AND MAINTAINED BY THE COUNTY OR ITS SUCCESSORS.

12) ANY FUTURE SUBDIVISION OF TRACT 908 SHALL BE PURSUANT TO PROVISIONS OF SCC CHAPTER 30.41A (SUBDIVISIONS) AND SHALL NOT EXCEED THREE LOTS UNLESS APPLICABLE ZONING AND SUBDIVISION CODES HAVE CHANGED FOLLOWING DATE OF RECORDING OF THE FINAL SUBDIVISION.

13) EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

RESERVED BY: POPE & TALBOT, INC. ITS SUCCESSORS OR ASSIGNS
PURPOSE: ROAD
AREA AFFECTED: WESTERLY 30 FEET AND THE EASTERLY 30 FEET OF SAID PREMISES
RECORDED: DECEMBER 1, 1946
RECORDING NUMBER: 830845

14) EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY
PURPOSE: TREE TRIMMING
AREA AFFECTED: NORTHERLY PORTION
RECORDED: MARCH 7, 1987
RECORDING NUMBER: 937628

THE DESCRIPTION CONTAINED THEREIN IS NOT SUFFICIENT TO DETERMINE ITS EXACT LOCATION WITHIN THE PROPERTY HEREBY DESCRIBED.

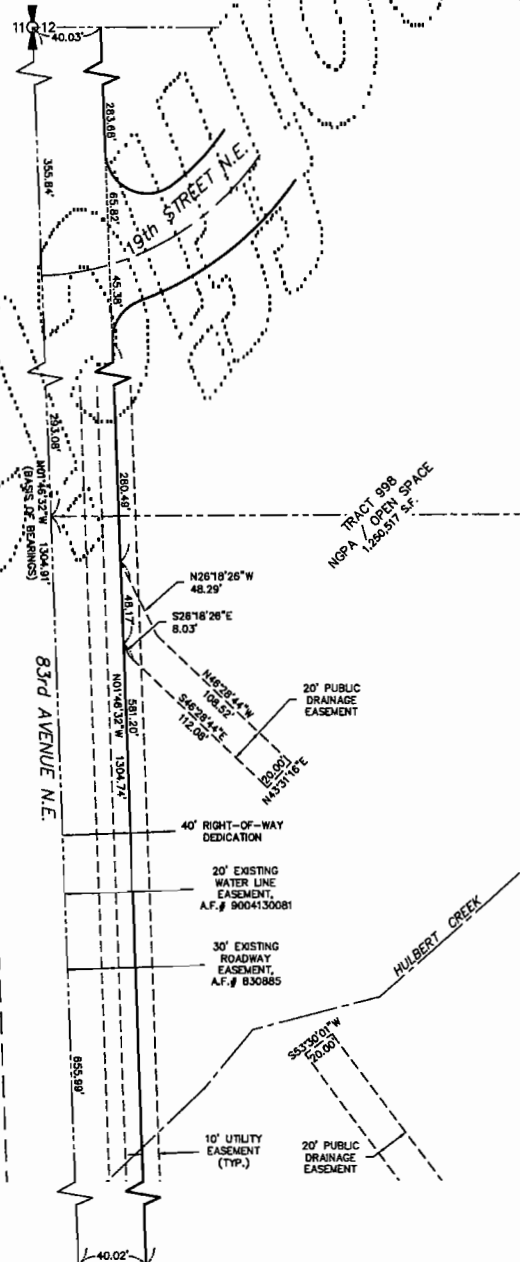
15) EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: CITY OF MARYSVILLE, A WASHINGTON MUNICIPAL CORPORATION
PURPOSE: WATER UTILITY LINES, PIPES AND APPURTENANCES
AREA AFFECTED: WESTERLY PORTION
RECORDED: APRIL 13, 1990
RECORDING NUMBER: 9004130081

16) PARKWAY RIDGE, PHASE 1 DEVELOPER EXTENSION AGREEMENT AND THE TERMS, CONDITIONS AND PROVISIONS CONTAINED THEREIN:

RECORDED: APRIL 13, 2005
RECORDING NUMBER: 200504130274

SAID AGREEMENT WAS AMENDED BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200506220299, RECORDS OF SNOHOMISH COUNTY, WASHINGTON



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Richard • Seattle



PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 12,
TOWNSHIP 29 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, SNOHOMISH COUNTY, WASHINGTON.

JOB NO 05427.21

DATE: 10/03/2005

SHEET 3 OF 7

PFN 03-109056

A.F.N.: 200511305001

PARKWAY RIDGE

POR. NW 1/4, SW 1/4, SEC. 12, TWP. 29 N, RGE. 5 E, WM.
SNOHOMISH COUNTY, WASHINGTON

0 60 120 240
SCALE: 1"= 120'

CAMPUS PARK, PENDING, PFN 03-108771

50' EXISTING TRANSMISSION LINE EASEMENT

S89°44'10"E 1328.61'

LEGEND

- ⊕ FOUND MON-IN-CASE
- FOUND REBAR & CAP
- x FOUND TACK-IN-LEAD / PK NAIL
- ⊙ SET MON-IN-CASE
- ⊙ SET BRASS SURFACE MONUMENT
- ⊗ SET TACK & SHIMER, "PLS 33127" WITH OFFSET DISTANCE TO CORNER



PARKWAY CROSSING
VOL. 53, P. 186-193
A.F.# 9206085001

PARKWAY CROSSING
VOL. 53, P. 186-193
A.F.# 9206085001

PARKWAY CROSSING
DIVISIONS 2 & 3
VOL. 54, P. 136-141
A.F.# 9212075007

PARKWAY CROSSING
DIVISIONS 4, 5 & 6
VOL. 57, P. 97-103
A.F.# 9407205008

A.F.N. 200511305001



Engineering Planning Surveying
Penahagon Associates Consulting Engineers, Inc.
190 North Street Suite 300 Seattle, WA 98103
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DATE: 10/03/2005

JOB NO. 05427.21

SHEET 4 OF 7

PFN 03-109056

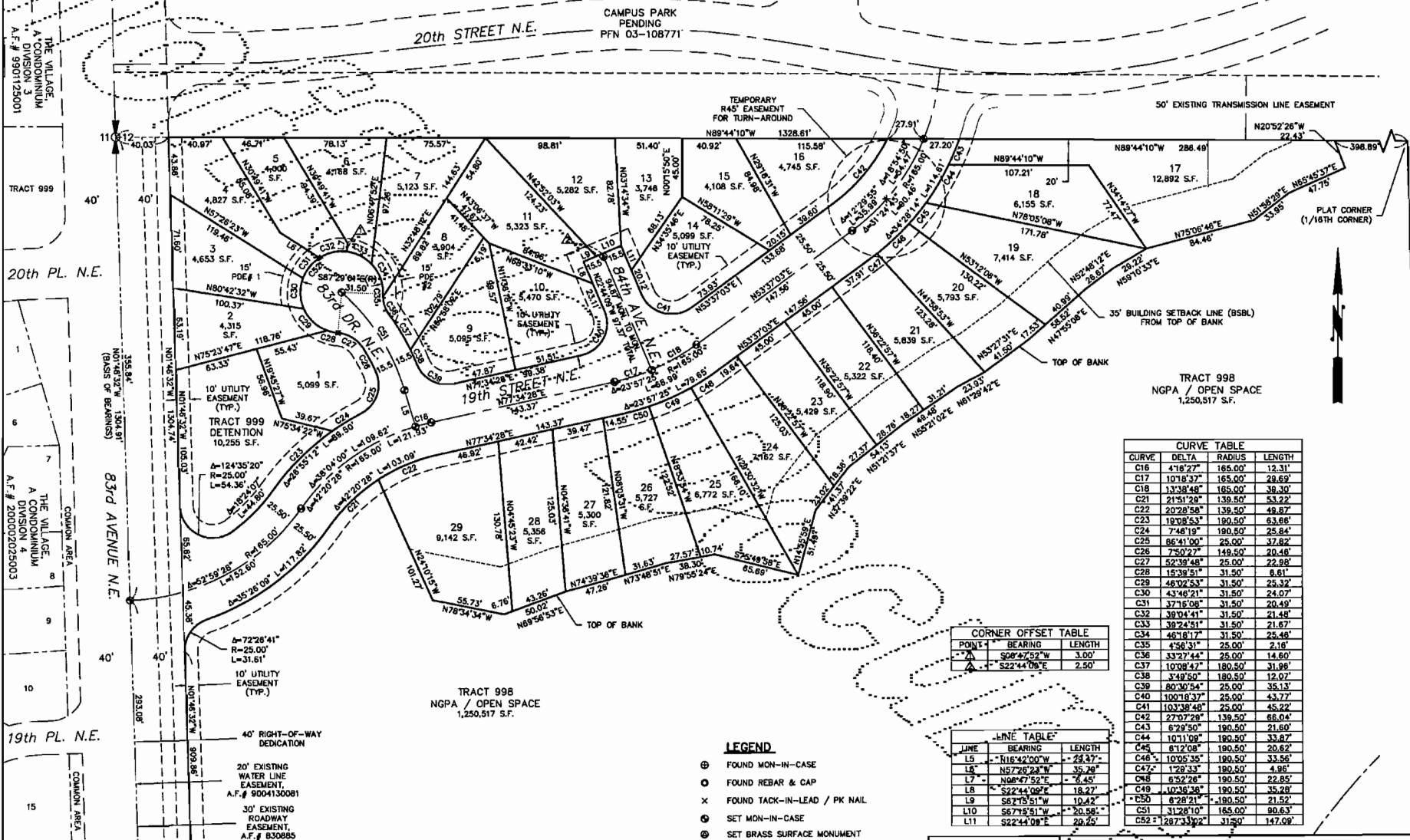
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PARKWAY RIDGE

FOR NW 1/4, SW 1/4, SEC. 12, TWP. 29 N, RGE. 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON

0 25 50 100
SCALE: 1" = 50'

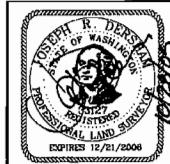


CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C16	41°16'27"	165.00'	12.31'
C17	101°18'37"	165.00'	28.69'
C18	133°38'48"	165.00'	38.30'
C21	21°51'28"	139.50'	53.22'
C22	20°28'58"	139.50'	49.87'
C23	19°08'53"	180.50'	63.68'
C24	7°48'19"	180.50'	25.64'
C25	86°41'00"	25.00'	37.82'
C26	7°50'27"	149.50'	20.48'
C27	52°39'48"	25.00'	22.98'
C28	15°39'51"	31.50'	6.61'
C29	46°02'53"	31.50'	25.32'
C30	43°46'21"	31.50'	24.57'
C31	37°15'08"	31.50'	20.49'
C32	39°04'41"	31.50'	21.48'
C33	38°24'51"	31.50'	21.67'
C34	46°18'17"	31.50'	25.48'
C35	4°56'31"	25.00'	2.16'
C36	33°27'44"	25.00'	14.60'
C37	10°08'47"	80.50'	31.98'
C38	34°05'50"	180.50'	12.07'
C39	80°30'54"	25.00'	35.13'
C40	100°18'37"	25.00'	43.77'
C41	103°38'48"	25.00'	45.22'
C42	27°07'28"	139.50'	68.04'
C43	6°29'50"	180.50'	21.60'
C44	101°10'08"	180.50'	33.67'
C45	61°2'08"	180.50'	20.62'
C46	10°05'35"	180.50'	33.56'
C47	1°28'33"	180.50'	4.96'
C48	6°52'28"	180.50'	22.85'
C49	10°35'36"	180.50'	35.88'
C50	6°28'21"	180.50'	21.52'
C51	31°28'10"	165.00'	90.63'
C52	28°73'32"	31.50'	147.08'

CORNER OFFSET TABLE		
POINT	BEARING	LENGTH
1	S89°44'10"W	3.00'
2	S22°44'09"E	2.50'

LINE TABLE		
LINE	BEARING	LENGTH
L5	S16°42'00"W	28.47'
L6	N57°26'23"W	35.28'
L7	N86°47'52"E	8.45'
L8	S22°44'09"E	18.27'
L9	S67°15'51"W	19.42'
L10	S67°15'51"W	20.42'
L11	S22°44'09"E	20.25'

- LEGEND**
- ⊕ FOUND MON-IN-CASE
 - FOUND REBAR & CAP
 - × FOUND TACK-IN-LEAD / PK NAIL
 - SET MON-IN-CASE
 - ⊙ SET BRASS SURFACE MONUMENT
 - ⊗ SET TACK & SHINER, "PLS 33127" WITH OFFSET DISTANCE TO CORNER
 - ⚠ OFFSET KEY TO OFFSET LINE TABLE
 - (R) = RADIAL BEARING
 - PDE = PRIVATE DRAINAGE EASEMENT
- ALL LOT & TRACT CORNERS ESTABLISHED WITH A 5/8" DIA. X 24" LONG REBAR WITH BLUE PLASTIC CAP, "P.A.C.E. PLS 33127" UNLESS OTHERWISE INDICATED.



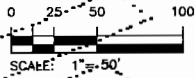
Engineering Planning Surveying
Penetration Associates Consulting Engineers, Inc.
770 Oak Street South, Suite 100, Everett, WA 98201
PH (425) 827-2014 FAX (425) 827-2005
www.penassoc.com

DATE: 10/03/2005
JOB NO. 05427.27
SHEET 5 OF 7

PFN 03-109056 A.F.N.: 2005/130500/1
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PARKWAY RIDGE

POR. NW 1/4, SW 1/4, SEC. 12, TWP. 29 N, RGE. 5 E, WM.
SNOHOMISH COUNTY, WASHINGTON

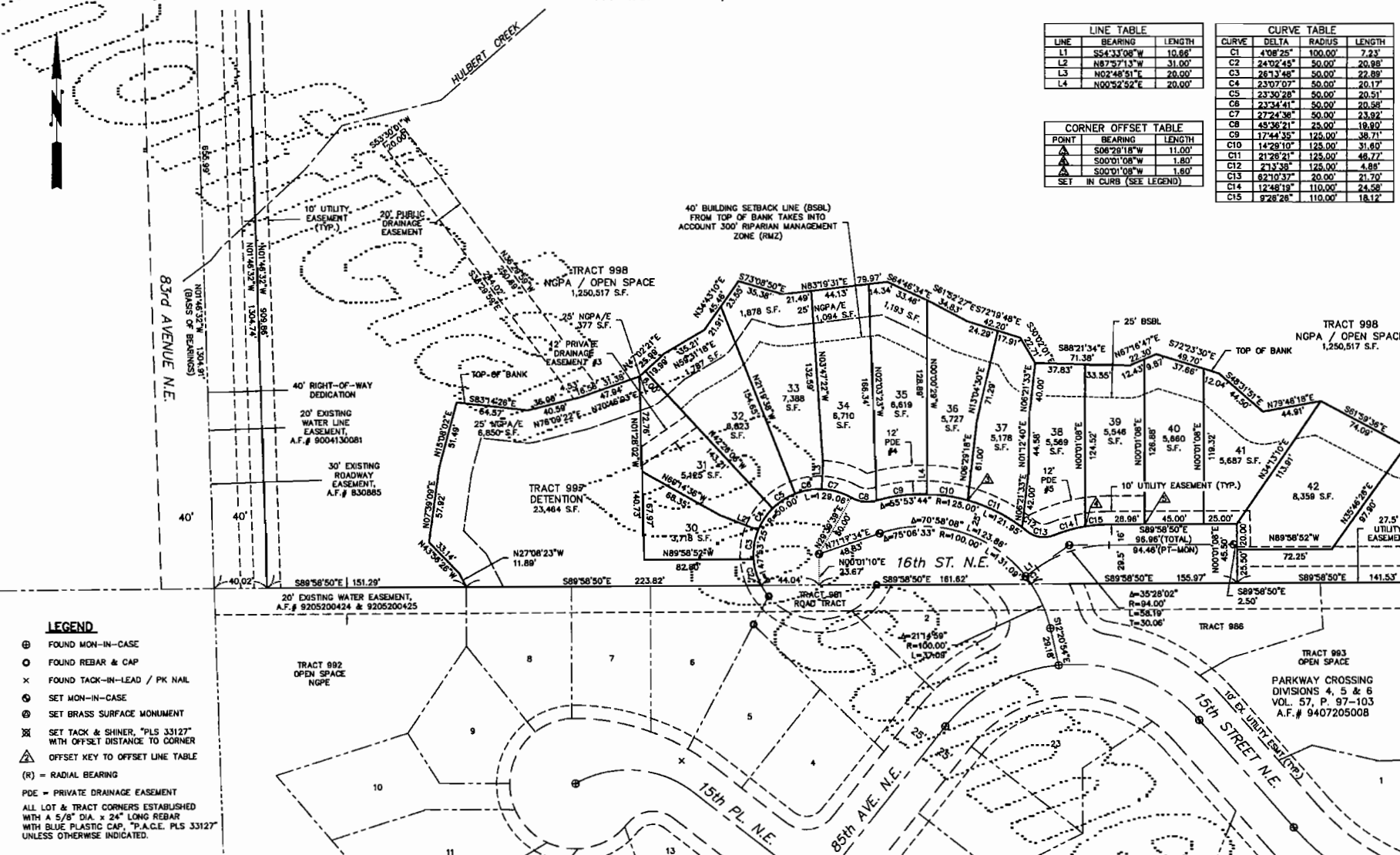


LINE	BEARING	LENGTH
L1	S54°33'08"W	10.86'
L2	N87°57'13"W	31.00'
L3	N02°48'51"E	20.00'
L4	N00°52'52"E	20.00'

CURVE	DELTA	RADIUS	LENGTH
C1	4°08'25"	100.00'	7.23'
C2	24°02'45"	50.00'	20.85'
C3	28°13'48"	50.00'	22.89'
C4	23°07'07"	50.00'	20.17'
C5	23°30'28"	50.00'	20.51'
C6	23°34'41"	50.00'	20.58'
C7	27°24'36"	50.00'	23.92'
C8	45°36'21"	25.00'	18.80'
C9	17°44'35"	125.00'	38.71'
C10	14°29'10"	125.00'	31.60'
C11	21°29'21"	125.00'	48.77'
C12	2°13'35"	125.00'	4.88'
C13	62°10'37"	20.00'	21.70'
C14	12°48'19"	110.00'	24.58'
C15	9°28'28"	110.00'	18.12'

POINT	BEARING	LENGTH
△	S08°28'18"W	11.00'
△	S00°01'08"W	1.80'
△	S00°01'08"W	1.80'

SET IN CURVE (SEE LEGEND)



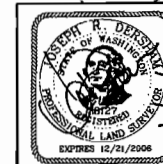
LEGEND

- ⊕ FOUND MON-IN-CASE
- ⊙ FOUND REBAR & CAP
- × FOUND TACK-IN-LEAD / PK NAIL
- ⊙ SET MON-IN-CASE
- ⊙ SET BRASS SURFACE MONUMENT
- ⊗ SET TACK & SHINER, "PLS 33127" WITH OFFSET DISTANCE TO CORNER
- △ OFFSET KEY TO OFFSET LINE TABLE
- (R) = RADIAL BEARING
- PDE = PRIVATE DRAINAGE EASEMENT
- ALL LOT & TRACT CORNERS ESTABLISHED WITH A 5/8" DIA. x 24" LONG REBAR WITH BLUE PLASTIC CAP, "P.A.C.E. PLS 33127" UNLESS OTHERWISE INDICATED.

PFN 03-109056

A.F.N.: 200511305001

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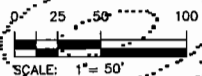
DATE: 10/03/2005

JOB NO. 05427.21

SHEET 6 OF 7

PARKWAY RIDGE

FOR NW 1/4, SW 1/4, SEC. 12, TWP., 29 N, RGE, 5 E, WM.
SNOHOMISH COUNTY, WASHINGTON



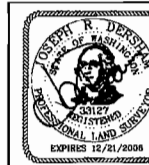
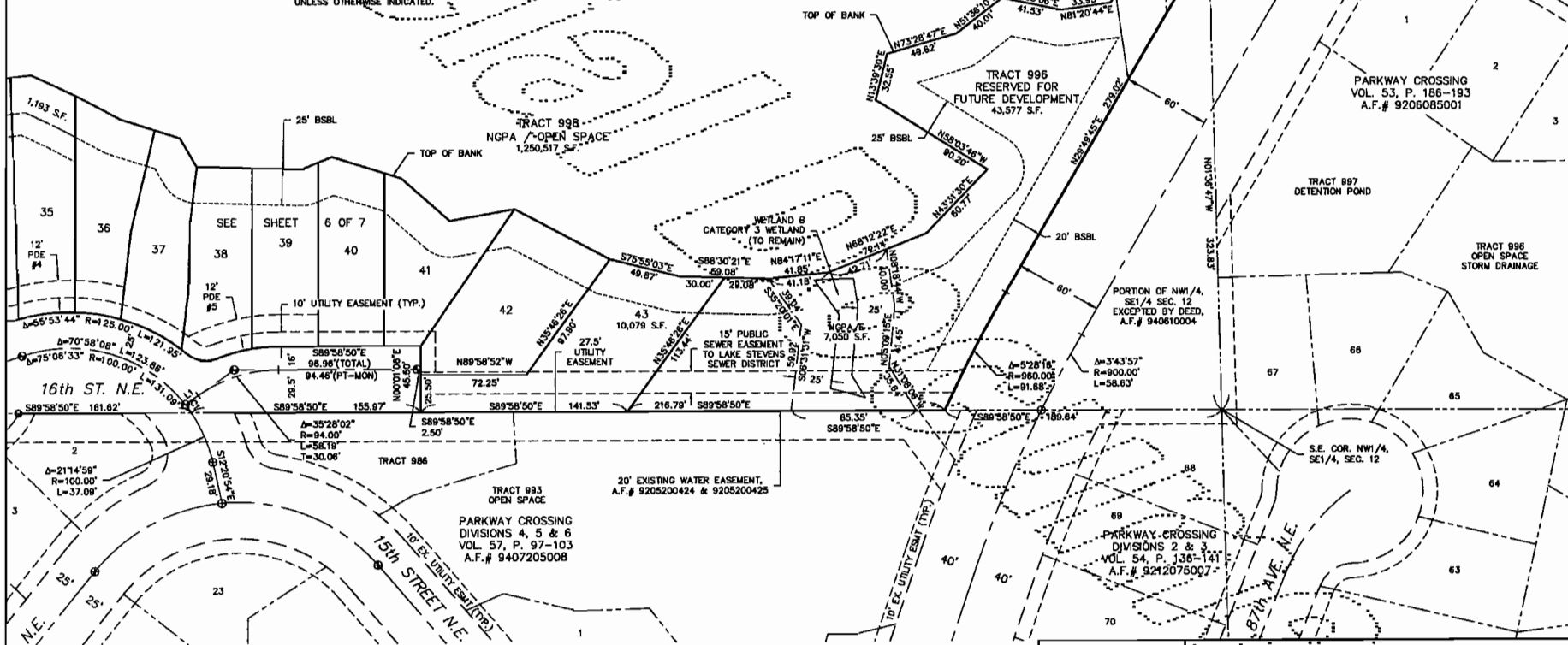
LINE TABLE		
LINE	BEARING	LENGTH
L1	S54°32'08"W	10.66'

CURVE TABLE		
CURVE	DELTA	RADIUS
C1	43°08'25"	100.00'

LEGEND

- ⊙ FOUND MON-IN-CASE
- FOUND REBAR & OFF
- ✕ FOUND TACK-IN-LEAD / PR NAIL
- ⊙ SET MON-IN-CASE
- ⊙ SET BRASS SURFACE MONUMENT
- ✕ SET TACK & SHOWER PLS 33122' WITH OFFSET DISTANCE TO CORNER
- ⚠ OFFSET KEY TO OFFSET LINE TABLE
- ⊙ (R) = RADIAL BEARING

PDE = PRIVATE DRAINAGE EASEMENT
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DATE: 10/06/2005
JOB NO. 05427.21
SHEET 7 OF 7

PFN 03-109056

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