SMOKEY POINT BUSINESS PARK

PFN 02-100529 BG

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON.

LEGAL DESCRIPTION

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER LYING WEST OF STATE ROAD NO. 1;
EXCEPT THAT PORTION CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 327471;
AND EXCEPT BEGINNING AT THE INTERSECTION OF THE WEST LINE OF STATE ROAD NO. 1 AND THE NORTH LINE OF COUNTY ROAD LOCATED ON THE SOUTH LINE OF SECTION 17;
THENCE NORTHWESTERLY ALONG WEST LINE OF STATE ROAD 100 FEET;
THENCE AT RIGHT ANGLES TO STATE ROAD WESTERLY FOR 133.87 FEET;
THENCE SOUTH 29.5 FEET TO NORTH LINE OF COUNTY ROAD;
THENCE EASTERLY 164.38 FEET TO POINT OF BEGINNING, AND ALSO SOUTH 15 FEET OF NORTH HALF OF SOUTHEAST QUARTER OF SOUTHEAST QUARTER LYING WEST OF STATE ROAD NO. 1, ALL IN SECTION 17, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.;

EXCEPT THE EAST 10 FEET AS CONVEYED TO SNOHOMISH COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 200307031422 AND EXCEPT THE SOUTH 10 FEET AS CONVEYED TO CITY OF ARLINGTON BY DEED RECORDED UNDER AUDITOR'S FILE NO. 200402180723.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

DECLARATION - COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL PERSONS BY THESE PRESENTS THAT SMOKEY POINT BUSINESS PARK, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE LAND CONTAINED WITHIN AND HEREBY BOUND BY THIS BINDING SITE PLAN WITH RECORD OF SURVEY, AND COASTAL COMMUNITY BANK, THE MORTGAGEE THEREOF, HEREBY DECLARE THIS BINDING SITE PLAN WITH RECORD OF SURVEY SUBJECT TO THE FOLLOWING CONDITIONS, COVENANTS, RESTRICTIONS, EASEMENTS, AND REQUIREMENTS:

1. ALL DEVELOPMENT AND USE OF THE LAND DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH THE BINDING SITE PLAN, AS IT MAY LAWFULLY BE AMENDED WITH THE APPROVAL OF SNOHOMISH COUNTY, AND IN ACCORDANCE WITH SUCH OTHER GOVERNMENTAL PERMITS, APPROVALS, REGULATIONS, REQUIREMENTS AND RESTRICTIONS THAT MAY BE IMPOSED UPON SUCH LAND AND THE DEVELOPMENT AND USE THEREOF. WHEN OWNERSHIP OF REAL PROPERTY SUBJECT TO THIS BINDING SITE PLAN/RECORD OF SURVEY BECOMES DIVIDED BETWEEN MULTIPLE PERSONS AND/OR LEGAL ENTITY(S) HAVING OWNERSHIP INTERESTS IN SUCH LOTS, TRACTS, OR PHASES ESTABLISHED HEREIN, THE FOLLOWING REQUIREMENTS SHALL APPLY: (1) ALL OF SUCH PERSONS AND LEGAL ENTITIES SHALL HAVE THE JOINT RESPONSIBILITY TO PERFORM AND PAY FOR ALL OBLIGATIONS (INCLUDING MAINTENANCE AND REPAIR) REQUIRED BY THIS BINDING SITE PLAN TO BE PERFORMED BY THE PROPERTY OWNERS WITH RESPECT TO COMMON SITE FEATURES; AND (2) PRIOR TO OR CONCURRENTLY WITH ANY CONVEYANCE AND/OR ANY DIVISION OF OWNERSHIP, AND BY RECORDING APPROPRIATE DOCUMENTS WITH THE COUNTY AUDITOR, THE DECLARANT (OR ITS SUCCESSORS) SHALL ALSO ESTABLISH (AND THEREAFTER MAINTAIN) THE METHOD AND MEASURES (INCLUDING OWNERS ASSOCIATIONS AND/OR OTHER LEGAL ENTITIES REPRESENTING THE INTERESTS OF SUCH MULTIPLE OWNERSHIP) WHICH ARE NECESSARY: (A) TO ADMINISTER AND GOVERN SUCH MULTIPLE OWNERSHIP INTERESTS; AND (B) TO SATISFY THE REQUIREMENTS OF INTEGRATED RIGHTS AND OBLIGATIONS WITH RESPECT TO COMMON SITE FEATURES AND DEVELOPMENT APPROVAL.
2. NO FURTHER SUBDIVISION OF ANY LOT SHALL OCCUR WITHOUT RESUBMITTING FOR COUNTY APPROVAL.
3. THE SALE OF LESS THAN A WHOLE LOT HEREIN IS EXPRESSLY PROHIBITED.
4. FOLLOWING COMPLETION OF THE ORIGINAL GRADING OF PARKING AREAS, ROADS AND WAYS SHOWN HEREON, NO DRAINAGE WATERS ON ANY LOT(S), TRACTS AND OTHER FEATURES COVERED BY THIS BINDING SITE PLAN SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHT-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THIS BINDING SITE PLAN WITH RECORD OF SURVEY, THE OWNER OF ANY LOT(S), TRACT(S) AND OTHER FEATURES OF THE LAND DESCRIBED HEREIN MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DEPARTMENT OF PLANNING AND DEVELOPMENT SERVICES FOR SAID ALTERATION. ANY ENCLOSURE OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT(S), TRACT(S) AND OTHER FEATURES OF THE LAND COVERED HEREIN AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT(S) SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.
5. PRIVATE ACCESS AND PARKING AREAS: THE COST OF CONSTRUCTION AND MAINTENANCE OF ALL ACCESS AND PARKING AREAS NOT HEREIN DEDICATED AS PUBLIC ROADS SHALL BE THE OBLIGATION OF ALL OWNERS AND/OR BENEFICIARIES THEREOF AND THE OBLIGATION TO MAINTAIN SHALL BE CONCURRENTLY THE OBLIGATION OF ANY PERSON(S), CORPORATION(S) OR OTHER LEGAL ENTITY IN WHICH TITLE MAY BE HELD. THE OBLIGATION FOR PRIVATE ACCESS AND PARKING AREA MAINTENANCE AND THE ABILITY TO PLACE LIENS AGAINST OWNERS NOT FULFILLING THEIR MAINTENANCE OBLIGATION SHALL CONSTITUTE A COVENANT THAT TOUCHES AND CONCERNS THE PROPERTY AND RUNS WITH THE LAND AND SHALL BE BINDING ON ALL OF THE OWNERS AND/OR BENEFICIARIES OF THE PRIVATE ACCESS AND PARKING AREAS AND THEIR ASSIGNS AND SUCCESSORS. IN THE EVENT THAT THE OWNERS OF ANY LOTS OF THE LAND DESCRIBED HEREIN, SERVED BY THE ACCESS AND PARKING AREAS OF THIS BINDING SITE PLAN WITH RECORD OF SURVEY, SHALL PETITION THE COUNTY TO INCLUDE THESE ACCESS AND PARKING AREAS IN THE PUBLIC ROAD SYSTEM, THE PETITIONERS SHALL BE OBLIGATED TO BRING THE SAME TO COUNTY ROAD STANDARDS APPLICABLE AT THE TIME OF PETITION IN ALL RESPECTS, INCLUDING DEDICATION OF RIGHT-OF-WAY, PRIOR TO ACCEPTANCE BY THE COUNTY.
6. LOTS 1, 2 AND 3 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN WHICH REQUIRES IMPERVIOUS SURFACES AND DRAINS TO BE CONNECTED TO THE STORM WATER SYSTEM. SEE DRAINAGE PLAN FOR DETAILS.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS THIS 9th DAY OF March, 2004.

SMOKEY POINT BUSINESS PARK, LLC
A WASHINGTON LIMITED LIABILITY COMPANY
BY: Robert C. Dobler
ITS: Managing member

COASTAL COMMUNITY BANK
BY:
ITS: Vice Pres.

EASEMENTS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT BINDING SITE PLAN WITH RECORD OF SURVEY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN (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 AT ALL TIMES FOR THE PURPOSES HEREIN STATED. DRAINAGE EASEMENTS DESIGNATED ON THE BINDING SITE PLAN WITH RECORD OF SURVEY ARE HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY, EXCEPT THOSE DESIGNATED ON THE BINDING SITE PLAN WITH RECORD OF SURVEY 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.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF DAVID T. GARDNER, THIS 19 DAY OF MARCH, 2004,
AT 29 MINUTES PAST 3 O'CLOCK P. M, AND RECORDED IN VOLUME — OF BINDING SITE PLANS, PAGE(S) —,
RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

Bob Terwilliger
AUDITOR, SNOHOMISH COUNTY

BY: D Sawyer
DEPUTY COUNTY AUDITOR

ACKNOWLEDGEMENTS

STATE OF WASHINGTON)
) SS.
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Robert C. Dobler 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 managing member OF SMOKEY POINT BUSINESS PARK, 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: 3/9/04
SIGNATURE: Leah Nicole White
(PRINT NAME): Leah Nicole White
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT everett
MY APPOINTMENT EXPIRES 7/14/05

LEAH NICOLE WHITE
COMMISSION EXPIRES
NOTARY
PUBLIC
7-14-2005
STATE OF WASHINGTON

STATE OF WASHINGTON)
) SS.
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT A. Richard Padovan 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 Vice President — OF COASTAL COMMUNITY BANK TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 03/09/04
SIGNATURE: Peggy L Dougherty
(PRINT NAME): Peggy L Dougherty
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Marysville
MY APPOINTMENT EXPIRES 02/28/07

PEGGY L. DOUGHERTY
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 28, 2007

PDS APPROVAL

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS 9th DAY OF MARCH, 2004.

DIRECTOR, SNOHOMISH COUNTY
PLANNING & DEVELOPMENT SERVICES

OFFICIAL SEAL
TREASURER
SNOHOMISH COUNTY, WASHINGTON

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 2004 TAXES.

Bob Dantini
TREASURER, SNOHOMISH COUNTY

BY: Kimberly Hurd 3-9-04 3-19-04 blo
DEPUTY TREASURER, SNOHOMISH COUNTY

IN ACCORDANCE WITH RCW 58.08.040, ANY PERSON RECORDING A PLAT AFTER MAY 31st MUST PAY ADVANCE TAXES FOR THE NEXT YEAR.

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 SMOKEY POINT BUSINESS PARK, LLC THIS 9TH DAY OF MARCH 2004.

3-9-04
DAVID T. GARDNER — DATE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 35975

DAVID T. GARDNER
STATE OF WASHINGTON
35975
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 3/30/2004

DATE: 3-9-04

BINDING SITE PLAN FOR SMOKEY POINT BUSINESS PARK, LLC

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
PFN 02-100529 TAX PARCEL NO. 310517004002800
SNOHOMISH COUNTY, WASHINGTON

A.S.P.I. (ALPHA SUBDIVISION PROS, INC.)
3307 RUCKER AVE EVERETT, WA 98201 (425) 252-1084

PREPARED
02-24-04
99049BSP.DWG

AF# 200403195143

SMOKEY POINT BUSINESS PARK

PFN 02-100529 BG

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON.

COVENANTS, CONDITIONS AND RESTRICTIONS CONTINUED

7. BINDING EFFECT: THIS BINDING SITE PLAN AND THE FOREGOING CONDITIONS, COVENANTS, AND RESTRICTIONS SHALL CONSTITUTE COVENANTS THAT RUN WITH THE LAND, AS PROVIDED BY LAW, AND SHALL BE BINDING UPON ALL PARTIES AND ALL PERSONS WHO ARE OR SHALL BECOME AN OWNER OF, OR OTHERWISE HAVE AN INTEREST IN, THE LAND DESCRIBED HEREIN.

8. REVISIONS: REVISIONS TO CONDITIONS, COVENANTS, RESTRICTIONS AND/OR SITE DEVELOPMENT CHARACTERISTICS OF THE RECORDED BINDING SITE PLAN/RECORD OF SURVEY SHALL BE PROCESSED IN ACCORDANCE TO SCC TITLE 30.41D AND INCLUDE DOCUMENTATION INDICATING CONSENTS OF ANY MULTIPLE LEGAL ENTITIES REPRESENTING THE INTEREST OF OWNERS SUBJECT TO THE BINDING SITE PLAN/RECORD OF SURVEY.

9. MULTIPLE OWNERSHIP OBLIGATIONS: IF THE PROPERTY SUBJECT TO THIS BINDING SITE PLAN/RECORD OF SURVEY IS SUBJECT TO MULTIPLE OWNERSHIP INTERESTS, (INDIVIDUALS, CONDOMINIUMS, CORPORATIONS AND/OR OTHER LEGAL ENTITIES) THEN ALL OF SAID ENTITIES SHALL HAVE JOINT RESPONSIBILITY TO PERFORM AND PAY FOR THE MAINTENANCE AND REPAIR WORK OF COMMON AREAS AND/OR DEVELOPMENT CHARACTERISTICS REQUIRED BY THIS BINDING SITE PLAN/RECORD OF SURVEY.

10. NOTICES OF ACTIONS: ANY DEMAND TO BE MADE UPON OR ANY NOTICE HEREUNDER TO BE GIVEN TO THE OWNER OR OWNERS OF THE LAND SUBJECT TO THIS BINDING SITE PLAN/RECORD OF SURVEY SHALL BE IN WRITING AND MAILED POSTAGE PREPAID, CERTIFIED MAIL RETURN RECEIPT REQUESTED, TO THE LAST KNOWN ADDRESS OF SAID OWNER(S).

11. ENFORCEMENT: THE PROVISIONS OF THIS BINDING SITE PLAN/RECORD OF SURVEY (AND THE DECLARATIONS, CONDITIONS, COVENANTS, RESTRICTIONS AND/OR EASEMENTS HEREIN) ARE DECLARED TO CREATE MUTUAL AND EQUITABLE COVENANTS AND SERVITUDES FOR THE BENEFIT OF THE DECLARANT, EACH FUTURE OWNER OR CONTRACT PURCHASER, AND THEIR SUCCESSORS IN INTEREST. ENFORCEMENT OF THESE PROVISIONS MAY BE BY ANY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE SUCH PROVISIONS EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES. FAILURE OF THE DECLARANT OR ANY SUCCESSOR IN INTEREST TO ENFORCE ANY SAID PROVISIONS, OR EXERCISE ANY RIGHTS HEREIN CONTAINED, SHALL IN NO EVENT BE DEEMED A WAIVER OF THE RIGHT TO DO SO THEREAFTER. ALL COSTS INCURRED IN THE ENFORCEMENT OF SAID PROVISIONS, INCLUDING REASONABLE ATTORNEYS' FEE, SHALL BE BORNE BY THE NONPREVAILING PARTY. INVALIDATION OF ANY ONE OF THE PROVISIONS HEREOF BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OTHER PROVISIONS HEREIN.

12. GOVERNMENT EASEMENT: ANY GOVERNMENTAL ENTITY HAVING JURISDICTION OF THE LAND SUBJECT TO THIS BINDING SITE PLAN/RECORD OF SURVEY AND THE IMPROVEMENTS THERETO, AND ANY PUBLIC OR PRIVATE ENTITY PROVIDING UTILITY SERVICE THERETO, SHALL HAVE A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS SAID LAND FOR THE PURPOSE OF INSTALLATION, INSPECTION, MAINTENANCE AND REPAIR.

13. MULTI-PURPOSE ACCESS AND USE: DECLARANT HEREBY GRANTS NON-EXCLUSIVE ACCESS AND USE OVER AND ACROSS SAID LAND FOR INGRESS AND EGRESS AND OVER AND ACROSS OTHER EASEMENTS, ROADWAYS, AND UTILITY LINES SPECIFIED IN THE BINDING SITE PLAN/RECORD OF SURVEY OR ESTABLISHED IN OR ON SAID LAND AND IMPROVEMENTS THERETO. SUCH RESERVATIONS ARE FOR THE PURPOSE OF: COMPLETING, AND THEREAFTER USING AND OPERATING, ALL PHASES OF DEVELOPMENT OF SAID LAND. THE EASEMENTS RESERVED HEREUNDER SHALL ENTITLE THE DECLARANT, OR ITS SUCCESSORS, TO CONNECT TO WATER, SEWER, STORM SEWER, ELECTRICAL, GAS, TELEPHONE, OR OTHER UTILITY LINES OF ALL VARIETIES, AND TO CONNECT WITH ROADWAYS OR UTILITY SYSTEMS DEVELOPED AND EMPLACED ON SAID LAND.

14. INTEGRATED SITE DEVELOPMENT (COMMON SITE FEATURES AND AREAS): THE DECLARANT, ITS SUCCESSORS, ASSIGNS, BUSINESS INVITEES, LICENSEES, TENANTS AND THEIR GUESTS SHALL HAVE COMMON ACCESS AND USE OF ALL COMMON FEATURES AND AREAS AS DELINEATED ON THIS BINDING SITE PLAN OR AS CONSTRUCTED ON THE LAND SUBJECT THERETO, (INCLUDING BUT NOT LIMITED TO: PARKING AND CIRCULATION AREAS; OPEN SPACE AREAS AND/OR TRACTS, RECREATION FACILITIES AND AREAS; LANDSCAPING; UTILITIES, STORM WATER DRAINAGE FACILITIES; GREENBELT AND/OR NATIVE GROWTH PROTECTION AREAS; BUT EXCLUDING ANY BUILDING SITES AND LIMITED COMMON ELEMENTS ALLOCATED TO CONDOMINIUM UNITS).

15. MULTI-PURPOSE MAINTENANCE: EXCEPT AS OTHERWISE PROVIDED BY LAW, AND EXCEPT TO THE EXTENT MAINTENANCE IS PERFORMED BY A PUBLIC OR PRIVATE ENTITY PROVIDING UTILITY SERVICE, ALL PRESENT AND FUTURE OWNERS OF THE LAND SUBJECT TO THIS BINDING SITE PLAN/RECORD OF SURVEY SHALL MAINTAIN, OPERATE, AND/OR REPAIR ALL PRIVATE ROADWAYS, PARKING AND CIRCULATION AREAS, UTILITIES, DRAINAGE AND RECREATION FACILITIES, AND OTHER COMMON SITE FEATURES AND AREAS.

16. PHASED CONSTRUCTION: ALTHOUGH THE PROPERTY SUBJECT TO THIS BINDING SITE PLAN/RECORD OF SURVEY SHALL FUNCTION AS ONE INTEGRATED SITE, PUBLIC AND PRIVATE IMPROVEMENTS MAY BE CONSTRUCTED INCREMENTALLY, IN PHASES. EACH PHASE SHALL INCLUDE SUCH IMPROVEMENTS AS REQUIRED BY THE COUNTY, AND CERTIFICATES OF OCCUPANCY FOR EACH LOT OR PHASE (BUILDINGS AND/OR UNITS WITHIN A PHASE) SHALL ONLY BE ISSUED UPON COMPLIANCE WITH THE CONDITIONS IMPOSED BY THE COUNTY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING SITE IMPROVEMENTS WITHIN EACH LOT OR PHASE WILL BE COMPLETED PRIOR TO A CERTIFICATE OF OCCUPANCY BEING ISSUED FOR ANY LOT OR PHASE: ALL LANDSCAPE BUFFERS (IP REZONE EXHIBIT 16), SITE STORM WATER FACILITIES AND PARKING AREA/LANDSCAPING IDENTIFIED ON SHEETS 4 OF 8.

17. PRIOR TO OCCUPANCY OF ANY BUILDING, FRONTAGE IMPROVEMENTS SHALL HAVE BEEN INSTALLED ALONG THE PROPERTY'S FRONTAGE ON SMOKEY POINT BOULEVARD TO APPLICABLE STANDARDS.

18. PRIOR TO OCCUPANCY OF THE PHASE 3 BUILDING, FRONTAGE IMPROVEMENTS SHALL BE INSTALLED ALONG THE PROPERTY'S 188TH STREET NE FRONTAGE TO APPLICABLE STANDARDS.

19. ANY EXTERIOR LIGHTING ONSITE SHALL BE SHIELDED SO AS NOT TO CAST ANY DIRECT GLARE ONTO ADJACENT AND NEARBY RESIDENTIAL PROPERTIES AND PUBLIC ROADS.

20. ACCESS NOTE: IMPROVEMENTS NECESSARY FOR ACCESS TO LOT ONE INCLUDE WORK OVER A PORTION OF LOT 2.

21. LOT 4 IS TO BE USED AS A CARETAKERS FACILITY WITHIN THE EXISTING STRUCTURE ON THAT LOT. MODIFICATIONS OF THE STRUCTURE, AS WELL AS CHANGES TO THE USE, MAYBE ALLOWED WITH BSP-ROS MODIFICATION, AND ASSOCIATED SNOHOMISH COUNTY PERMITS.

22. SUBJECT TO PUD EASEMENT RECORDED UNDER AF#2132649.
23. SUBJECT TO TERMS AND CONDITIONS OF ARLINGTON RECOVERY CONTRACT RECORDED UNDER AF#200004180317.
24. SUBJECT TO RECORD OF DEVELOPER OBLIGATIONS FOR MITIGATION OF IMPACTS TO THE COUNTY ROAD SYSTEM RECORDED UNDER AF#200310310560.
25. SUBJECT TO CONCURRENCY CERTIFICATE FOR DEVELOPMENT RELATIVE TO THE TRANSPORTATION SYSTEM RECORDED UNDER AF#200307140513.
26. SUBJECT TO UTILITY EXTENSION RECORDED UNDER AF#200307291081.
27. SUBJECT TO ASSIGNMENT OF RENTS AND/OR LEASES PER DOCUMENT RECORDED UNDER AF#200204300662.
28. PRIOR APPROVAL MUST BE OBTAINED FROM THE DIRECTOR OF PLANNING AND DEVELOPMENT SERVICES BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES, ARE LOCATED WITHIN ANY DRAINAGE EASEMENT, DELINEATED FLOOD PLAIN AREA, NGPA, WETLAND OR WETLAND BUFFER AREA OR DRAINAGE SWALE.

ADDITIONAL - COVENANTS, CONDITIONS AND RESTRICTIONS

PRIOR TO ISSUANCE OF ANY BUILDING PERMIT FOR STRUCTURAL DEVELOPMENT OF PHASE ONE (LOT 1) AS DEPICTED ON THE APPROVED IP SITE PLAN:

1. RESTRICTIVE COVENANTS COVERING THE ENTIRETY OF THE SUBJECT PROPERTY SHALL BE RECORDED WITH THE COUNTY AUDITOR AS REQUIRED BY SCC 18.60.160(4)

2. THE SUM OF $36,973.01 SHALL HAVE BEEN PAID TO SNOHOMISH COUNTY AS MITIGATION OF PROJECT IMPACTS ON ROAD SYSTEM CAPACITY WITHIN TRANSPORTATION SERVICE AREA A.

3. THE SUM OF $10,455.84 SHALL HAVE BEEN PAID TO SNOHOMISH COUNTY FOR THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AS FEE MITIGATION OF PROJECT IMPACTS ON STATE HIGHWAYS.

4. THE SUM OF $33,551.57 SHALL HAVE BEEN PAID TO THE CITY OF ARLINGTON FOR MITIGATION OF TRAFFIC IMPACTS TO CITY STREETS.

PRIOR TO ISSUANCE OF ANY BUILDING PERMIT FOR STRUCTURAL DEVELOPMENT OF PHASE TWO (LOT 2) AS DEPICTED ON THE APPROVED IP SITE PLAN:

1. THE SUM OF $23,133.53 SHALL HAVE BEEN PAID TO SNOHOMISH COUNTY AS MITIGATION OF PROJECT IMPACTS ON ROAD SYSTEM CAPACITY WITHIN TRANSPORTATION SERVICE AREA A.

2. THE SUM $6,541.92 SHALL HAVE BEEN PAID TO SNOHOMISH COUNTY FOR THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AS FEE MITIGATION OF PROJECT IMPACTS ON STATE HIGHWAYS.

3. THE SUM OF $17,457.66 SHALL HAVE BEEN PAID TO THE CITY OF ARLINGTON FOR MITIGATION OF TRAFFIC IMPACTS TO CITY STREETS.

PRIOR TO ISSUANCE OF ANY BUILDING PERMIT FOR STRUCTURAL DEVELOPMENT OF PHASE THREE (LOT 3) AS DEPICTED ON THE APPROVED IP SITE PLAN:

1. THE SUM OF $17,363.72 SHALL HAVE BEEN PAID TO SNOHOMISH COUNTY AS MITIGATION OF PROJECT IMPACTS ON ROAD SYSTEM CAPACITY WITHIN TRANSPORTATION SERVICE AREA A.

2. THE SUM OF $4,910.40 SHALL HAVE BEEN PAID TO SNOHOMISH COUNTY FOR THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AS FEE MITIGATION OF PROJECT IMPACTS ON STATE HIGHWAYS.

3. THE SUM OF $13,104.92 SHALL HAVE BEEN PAID TO THE CITY OF ARLINGTON FOR MITIGATION OF TRAFFIC IMPACTS TO CITY STREETS.

DRAINAGE FACILITY MAINTENANCE COVENANT

WE, THE OWNERS AND CONTRACT PURCHASERS OF THE LANDS HEREIN BINDED BY SITE PLAN (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, 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 THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, 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 BEGIN 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 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.

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 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 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.

ARLINGTON MUNICIPAL AIRPORT RESTRICTIONS

1. THIS LAND IS WITHIN THE INFLUENCE OF THE ARLINGTON MUNICIPAL AIRPORT, ON WHICH AERONAUTICAL ACTIVITIES AS DEFINED IN RCW CHAPTER 14.08 AND ARLINGTON MUNICIPAL CODE TITLE 14 ARE AND MAY BE CONDUCTED, INCLUDING OVERFLIGHT ACTIVITIES AND ACTIVITIES CREATING NOISE IMPACTS ON THE PROPERTY.

2. ANY OUTDOOR LIGHTING SHALL BE SHIELDED AS TO REDUCE ANY TYPE OF GLARE WHICH COULD INTERFERE WITH FLIGHT OPERATIONS.

3. NO USE MAY BE MADE OF THE PREMISES WHICH CAN OR DOES INTERFERE WITH USE OF THE AIRPORT BY AIRCRAFT BY REASON OF ELECTRICAL, ELECTRONIC, OR SMOKE EMANATIONS, LIGHTING CONDITIONS, HEIGHT OF ANY STRUCTURE OR APPURTENANCE, OR ANY USE WHICH MAY ATTRACT BIRDS.

4. BECAUSE OF THE SITE'S PROXIMITY TO THE AIRPORT AND THE FACT THAT IT IS IN LINE WITH ONE OF OUR TRAFFIC PATTERNS AND NEAR ANOTHER ONE, WE REQUIRE AN AVIGATION EASEMENT TO PROTECT THE AIRPORT'S IMAGINARY AIRSPACE FROM ANY FUTURE DEVELOPMENT THAT COULD PROTRUDE INTO IT. THE AVIGATION EASEMENT WE ARE REQUIRING SHALL START AT 287' MEAN SEA LEVEL (MSL) AND EXTEND UPWARD.

DAVID T. GARDNER
STATE OF WASHINGTON
35975
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 3/30/2004

DATE: 2-23-04

BINDING SITE PLAN FOR
SMOKEY POINT BUSINESS PARK, LLC
A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
PFN 02-100529 TAX PARCEL NO. 31051700402800
SNOHOMISH COUNTY, WASHINGTON

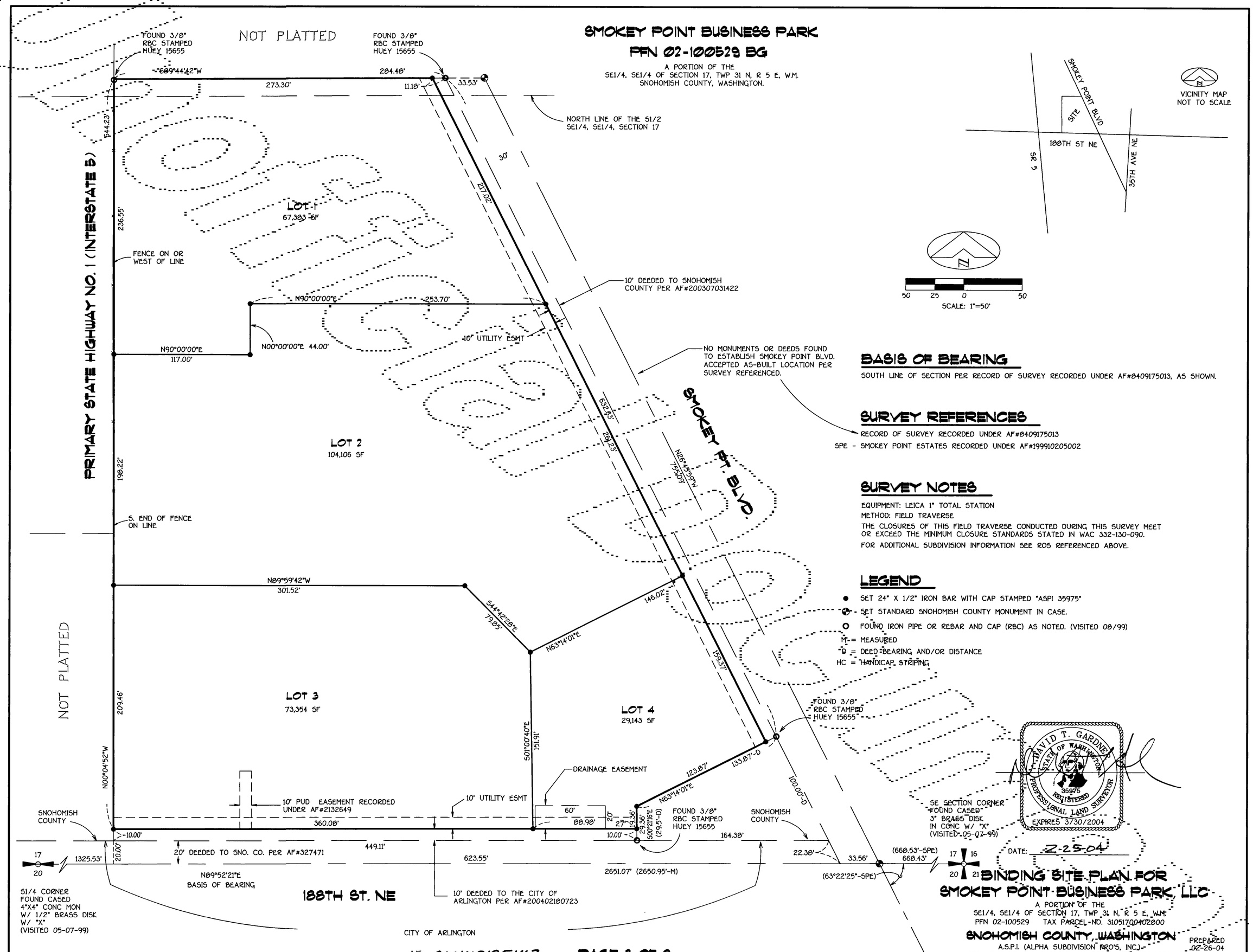
A.S.P.I. (ALPHA SUBDIVISION PRO'S, INC.)
3307 RUCKER AVE EVERETT, WA 98201 (425) 252-1004

PREPARED
02-23-04
99049BSP.DWG

AF# 200403195143

SMOKEY POINT BUSINESS PARK
PFN 02-100529 BG

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON.



VICINITY MAP
NOT TO SCALE

N

50 25 0 50
SCALE: 1"=50'

BASIS OF BEARING

SOUTH LINE OF SECTION PER RECORD OF SURVEY RECORDED UNDER AF#8409175013, AS SHOWN.

SURVEY REFERENCES

RECORD OF SURVEY RECORDED UNDER AF#8409175013
SPE - SMOKEY POINT ESTATES RECORDED UNDER AF#199910205002

SURVEY NOTES

EQUIPMENT: LEICA 1" TOTAL STATION
METHOD: FIELD TRAVERSE
THE CLOSURES OF THIS FIELD TRAVERSE CONDUCTED DURING THIS SURVEY MEET OR EXCEED THE MINIMUM CLOSURE STANDARDS STATED IN WAC 332-130-090.
FOR ADDITIONAL SUBDIVISION INFORMATION SEE ROS REFERENCED ABOVE.

LEGEND

- ● SET 24" X 1/2" IRON BAR WITH CAP STAMPED "ASPI 35975"
- ⊕ SET STANDARD SNOHOMISH COUNTY MONUMENT IN CASE.
- ○ FOUND IRON PIPE OR REBAR AND CAP (RBC) AS NOTED. (VISITED 08/99)
- M = MEASURED
- D = DEED BEARING AND/OR DISTANCE
- HC = HANDICAP STRIPING

DAVID T. GARDNER
STATE OF WASHINGTON
35975
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 3/30/2004

DATE: 2-25-04

BINDING SITE PLAN FOR SMOKEY POINT BUSINESS PARK, LLC

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
PFN 02-100529 TAX PARCEL NO. 31051700402800

SNOHOMISH COUNTY, WASHINGTON

A.S.P.I. (ALPHA SUBDIVISION PRO'S, INC.)
3307 RUCKER AVE EVERETT, WA 98201 (425) 252-1081

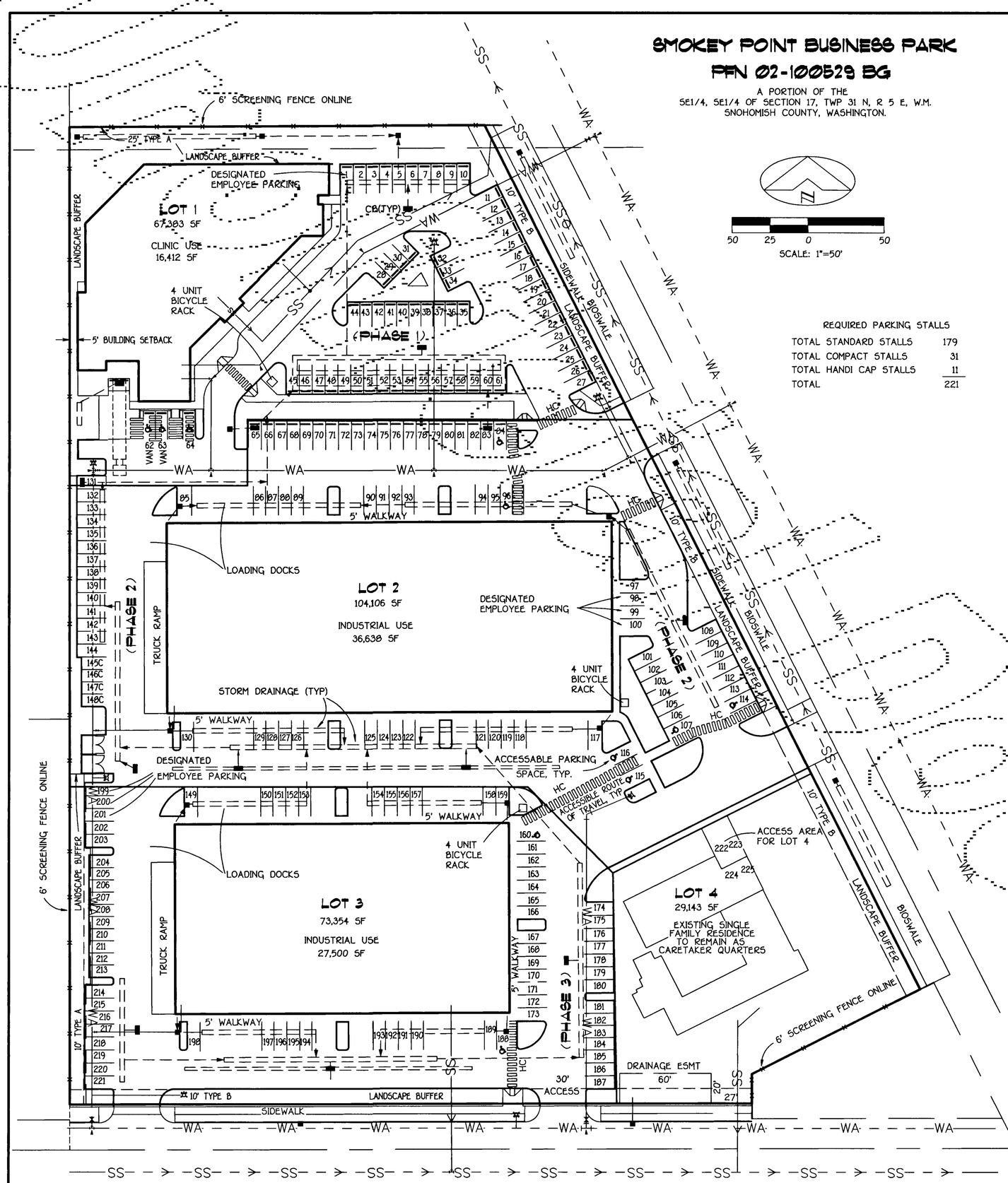
PREPARED
02-26-04
99049BSP.DWG

AF# 200403195143

SMOKEY POINT BUSINESS PARK

PFN 02-100529 BG

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON.



SCALE: 1"=50'

REQUIRED PARKING STALLS

TOTAL STANDARD STALLS	179
TOTAL COMPACT STALLS	31
TOTAL HANDI CAP STALLS	11
TOTAL	221

CONSTRUCTION PHASING

PHASED CONSTRUCTION: SMOKEY POINT BUSINESS PARK (TO BE REFERRED TO AS S.P.B.P.) WILL BE CONSTRUCTED IN THREE PHASES. THE SCOPE OF WORK REQUIRED FOR EACH PHASE WILL BE AS DESCRIBED HEREIN AND AS FURTHER CLARIFIED BY THE BINDING SITE PLAN (BSP). THE SPECIFIED IMPROVEMENTS FOR ANY GIVEN PHASE SHALL BE APPROVED BY SNOHOMISH COUNTY (OR THE CITY OF ARLINGTON IF IT HAS JURISDICTION AT THE TIME) PRIOR TO OCCUPANCY OF THE BUILDINGS WITHIN THAT PHASE. CONSTRUCTION OF SPECIFIC IMPROVEMENTS SHALL BE THE RESPONSIBILITY OF THE DEVELOPER OF THAT PHASE REGARDLESS OF WHICH LOT THE IMPROVEMENT OCCURS UPON, UNLESS OTHERWISE STATED HEREIN, OR OTHERWISE AGREED TO BY ALL LOT OWNERS CONCERNED. ANY REVISION TO THIS PHASING CONSTRUCTION SCHEDULE SHALL BE AGREED TO BY SNOHOMISH COUNTY (OR THE CITY OF ARLINGTON IF IT HAS JURISDICTION AT THE TIME). LOTS 1 AND 4 AGREE TO NOT PROTEST REVISIONS TO THE BINDING SITE PLAN OR CONSTRUCTION SCHEDULE WHICH WILL AFFECT ONLY LOTS 2 AND 3, WHEN THE OWNER(S) OF LOTS 2 AND 3 SEEK ANY REVISIONS THEY DEEM NECESSARY FOR THE IMPLEMENTATION OF PHASES 2 AND 3. ANY REVISION TO THE BINDING SITE PLAN REQUIRES APPROVAL BY SNOHOMISH COUNTY (OR THE CITY OF ARLINGTON IF IT HAS JURISDICTION AT THE TIME).

PHASE ONE

PHASE ONE IMPROVEMENTS SHALL INCLUDE ALL WORK WHICH LIES WITHIN LOT 1, PLUS SPECIFIC WORK ELSEWHERE WITHIN S.P.B.P., AS SHOWN ON THE BSP, AND AS DESCRIBE BELOW:
PHASE ONE IMPROVEMENTS SHALL INCLUDE FRONTAGE IMPROVEMENTS ALONG THE ENTIRE PROJECT FRONTAGE WITH SMOKEY POINT BOULEVARD, INCLUDING WIDENED PAVEMENT, CURBS, GUTTER, SIDEWALKS, PLANTING STRIPS, BIOFILTRATION SWALES AND INFILTRATION TRENCHES OCCURRING WITHIN THE PLANTER STRIP, ENTRANCE DRIVEWAYS CONSTRUCTED TO A POINT 10 FEET BACK FROM THE RIGHT-OF-WAY (ROW) LINE, AND INSTALLATION OF A 10 FOOT TYPE B LANDSCAPE STRIP ADJACENT TO THE ROW LINE. SAID LANDSCAPE STRIP TO INCLUDE IRRIGATION.
PHASE ONE IMPROVEMENTS SHALL INCLUDE INSTALLATION OF AN 8 INCH WATER LINE FROM LOT ONE TO 188TH STREET NE (188TH), PARALLELING THE WEST PROPERTY BOUNDARY OF THE SITE. SAID WATER LINE TO BE CONNECTED INTO THE EXISTING WATER LINE WITHIN 188TH TO CREATE A LOOPED WATER SYSTEM. FOLLOWING INSTALLATION OF THE PIPE, THE SURFACE SHALL BE RESTORED WITH GRASS. A SCREEN OF NATIVE PLANTINGS 30 FEET DEEP (BEING APPROXIMATELY 20 FEET WIDE) ADJACENT TO 188TH SHALL BE INSTALLED TO OBSCURE VIEWS INTO THE SITE FROM 188TH , AS WELL AS DISCOURAGE FOOT AND VEHICULAR USE OF THE AREA CLEARED FOR INSTALLATION OF THE PIPE. A PLAN SHOWING SAID PLANTINGS IS INCLUDED WITH THE WATER LINE PLANS.
PHASE ONE IMPROVEMENTS SHALL INCLUDE THE INSTALLATION OF A STUB OUT TO LOT 2 FOR STORM WATER OVERFLOW DISCHARGE ON LOT 1.
PHASE ONE IMPROVEMENTS SHALL INCLUDE THE CONSTRUCTION OF A TURN AROUND AREA FOR TRUCKS AT THE NORTHWEST CORNER OF LOT 2.
PHASE ONE IMPROVEMENTS SHALL INCLUDE THE CONSTRUCTION (OR PRESERVATION) OF A PROPER ASPHALT ACCESS DRIVEWAY TO THE RESIDENCE/CARETAKERS FACILITY LOCATED ON LOT 4. IMPROVEMENTS TO THE EXISTING DRIVEWAY WILL BE MADE AS NECESSARY.
PHASE ONE IMPROVEMENTS SHALL INCLUDE OBTAINING AND MAINTAINING A BOND FOR THE CONSTRUCTION OF FRONTAGE IMPROVEMENTS ALONG 188TH, SAID BOND BENEFITING THE CITY OF ARLINGTON.

PHASE TWO

PHASE TWO IMPROVEMENTS SHALL INCLUDE ALL THOSE SHOWN ON THE BSP WHICH LIE WITHIN THE BOUNDARIES OF LOT 2, WHICH WERE NOT CONSTRUCTED IN PHASE ONE, PLUS SPECIFIC WORK ELSEWHERE WITHIN S.P.B.P., AS SHOWN ON THE BSP, AND DESCRIBED BELOW:
PHASE TWO IMPROVEMENTS SHALL INCLUDE CONSTRUCTION OF A TEMPORARY ACCESS ROAD FROM LOT 2 TO 188TH.
PHASE TWO IMPROVEMENTS SHALL INCLUDE CONSTRUCTION OF A TYPE A LANDSCAPE STRIP ALONG THE WEST BOUNDARY OF THE SITE FROM LOT 1 SOUTH TO 188TH, INCLUDING PLANTINGS, IRRIGATION AND FENCING.
PHASE TWO IMPROVEMENTS SHALL INCLUDE CONSTRUCTION OF A STUB OUT FOR STORM WATER OVERFLOW DISCHARGE TO BENEFIT LOTS 3 AND 4. NOTE: IF PHASE THREE DEVELOPS BEFORE PHASE TWO, THE STORM WATER OVERFLOW LINE SHALL BE CONSTRUCTED AS PART OF PHASE THREE, TO BENEFIT LOTS 3 AND 4. THIS LINE MAY BE TEMPORARY.
PHASE TWO IMPROVEMENTS SHALL INCLUDE CONSTRUCTION OF PROPER PERMANENT ACCESS TO THE RESIDENCE/CARETAKERS FACILITY ON LOT 4. THE EXISTING WELL AND SEPTIC TANK AND DRAINFIELD SHALL BE DECOMMISSIONED DURING PHASE TWO;

PHASE THREE

PHASE THREE IMPROVEMENTS SHALL INCLUDE ALL WORK WHICH LIES WITHIN THE BOUNDARIES OF LOTS 3 AND 4 (AS SHOWN ON THE BSP AND DISCUSSED IN THIS NARRATIVE) WHICH WAS NOT CONSTRUCTED PREVIOUSLY DURING PHASES ONE AND TWO, PLUS SPECIFIC WORK ELSEWHERE IN S.P.B.P., AS SHOWN ON THE BSP AND DESCRIBED AS FOLLOWS:

PHASE THREE IMPROVEMENTS SHALL INCLUDE CONSTRUCTION OF ALL FRONTAGE IMPROVEMENTS ALONG THE PROJECT FRONTAGE ON 188TH, INCLUDING CURB, GUTTER, SIDEWALK, PLANTERS, LANDSCAPE AND IRRIGATION, AND INFILTRATION WITHIN DRAINAGE EASEMENT.
IF PHASE THREE IS CONSTRUCTED BEFORE PHASE TWO, SPECIFIC ADDITIONAL IMPROVEMENTS SHALL BE CONSTRUCTED IN PHASE THREE. THIS WORK IS CLARIFIED BY PAGE 8 OF 8 AND AS DESCRIBED BELOW:
A STUB OUT PIPE FOR STORM DRAINAGE OVERFLOW TO BENEFIT LOTS 3 AND 4 SHALL BE PROVIDED ACROSS LOT 2.
A PERMANENT PAVED DRIVING AISLE AROUND THE NORTH SIDE OF THE BUILDING ON LOT 3 SHALL BE CONSTRUCTED TO FACILITATE VEHICULAR ACCESS, PARKING, AND USE OF LOADING AREAS ON LOT 3. THIS LOOPED DRIVEWAY WILL BE PARTIALLY LOCATED ON LOT 2. IT WILL INCLUDE ACCESS TO THE TRASH ENCLOSURES INTENDED TO SERVE BOTH LOTS 2 AND 3.
CONSTRUCTION OF THE TRASH ENCLOSURES INTENDED TO SERVE LOTS 2 AND 3.
A TEMPORARY VEHICULAR CONNECTION BETWEEN LOT 1 AND LOT 3, PARALLELING THE WESTERN BOUNDARY OF THE SITE, ADEQUATE FOR TRUCK AND EMERGENCY TRAFFIC.
A PERMANENT PAVED CONNECTION TO THE SOUTHERN DRIVEWAY CURB CUT ON SMOKEY POINT BOULEVARD.
COMPLETION OF ALL STRUCTURES NECESSARY TO CAPTURE, TREAT AND INFILTRATE STORM RUNOFF FROM ABOVE DESCRIBED IMPERVIOUS SURFACES.
INSTALLATION OF THE TYPE A LANDSCAPE STRIP, INCLUDING PLANTINGS AND IRRIGATION, ALONG THE WEST PROPERTY BOUNDARY OF LOT 2.

SEPTIC TANK AND WELL

AS REQUIRED BY THE SNOHOMISH HEALTH DISTRICT, THE SEPTIC TANK AND DRAINFIELD AND A WELL SERVING THE EXISTING RESIDENCE ON LOT 4) MUST BE PROPERLY ABANDONED WHEN NOT IN SERVICE. CODE REQUIRES PUMPING BY AN APPROVED PUMPER, REMOVE AND DESTROY LID, AND FILL IN VOID WITH SOIL. THE WELL MUST BE DECOMMISSIONED BY A LICENSED WELL CONTRACTOR. SAID WORK SHALL OCCUR DURING PHASE TWO, IF NOT ACCOMPLISHED EARLIER.

DAVID T. GARDNER
STATE OF WASHINGTON
35975
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 3/30/2006

DATE: 3-4-04

BINDING SITE PLAN FOR SMOKEY POINT BUSINESS PARK, LLC

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
PFN 02-100529 TAX PARCEL NO. 31051700702800

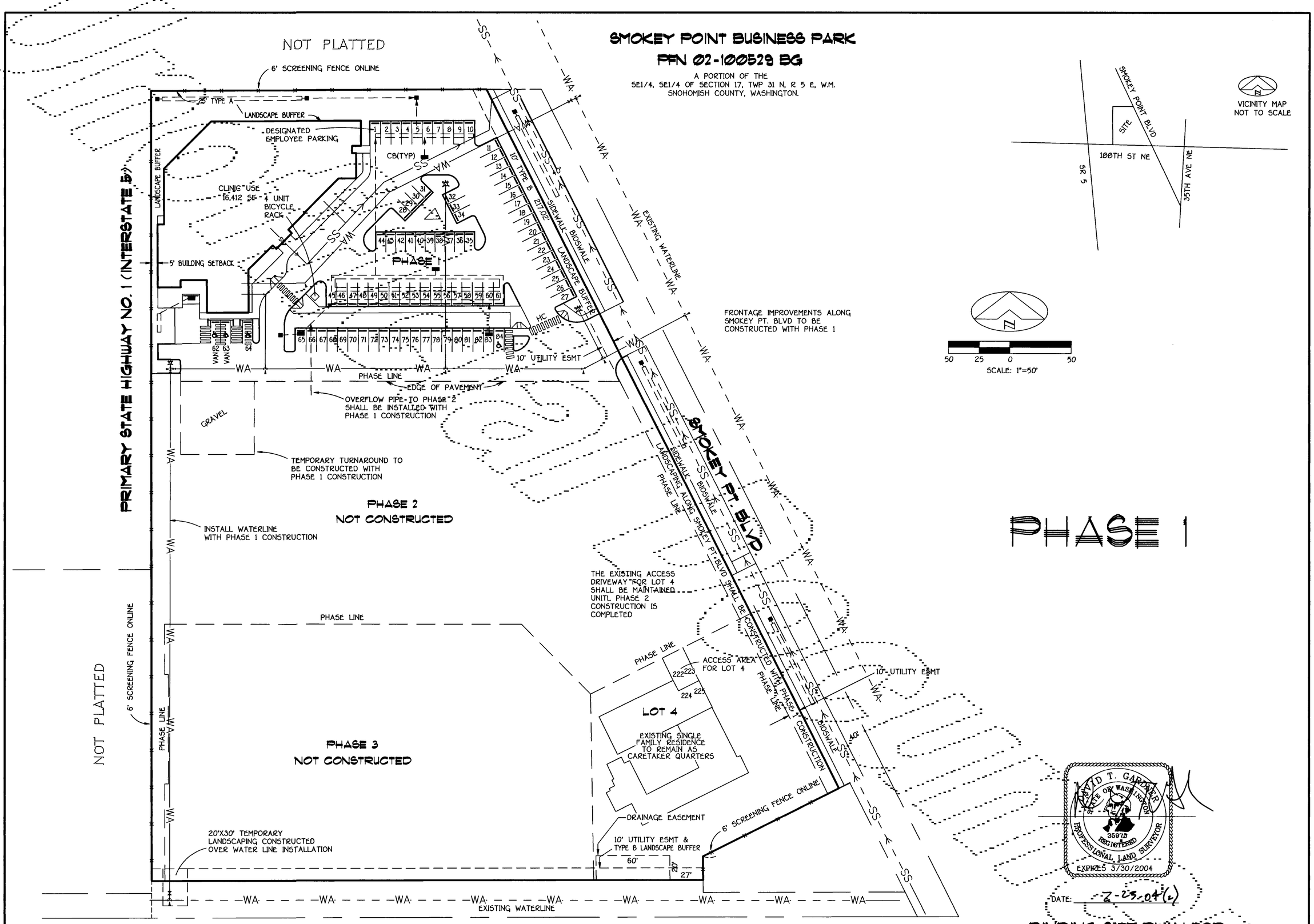
SNOHOMISH COUNTY, WASHINGTON

A.S.P.I. (ALPHA SUBDIVISION PRO'S, INC.)
3307 RUCKER AVE EVERETT, WA 98201 (425) 252-1884

PREPARED
02-23-04
99049BSP.DWG

SMOKEY POINT BUSINESS PARK
PFN 02-100529 BG

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON.



DATE: 2-23-04(2)

BINDING SITE PLAN FOR
SMOKEY POINT BUSINESS PARK, LLC

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
PFN 02-100529 TAX PARCEL NO. 31051700402800
SNOHOMISH COUNTY, WASHINGTON

A.S.P.I. (ALPHA SUBDIVISION PRO'S, INC.)
3307 RUCKER AVE EVERETT, WA 98201 (425) 252-1804

PREPARED
02-23-04
99049BSP.DWG

SMOKEY POINT BUSINESS PARK
PFN 02-100529 BG

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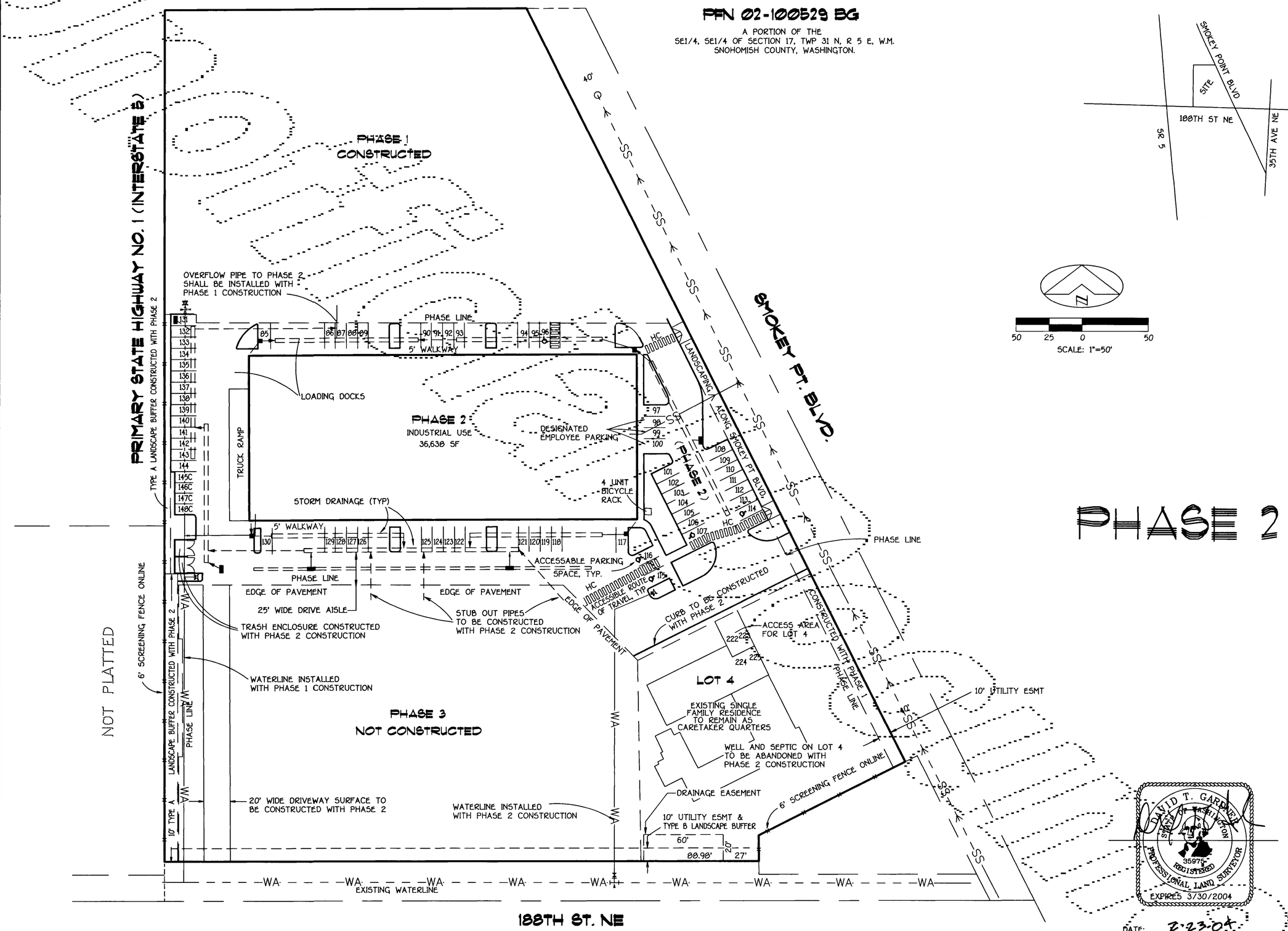
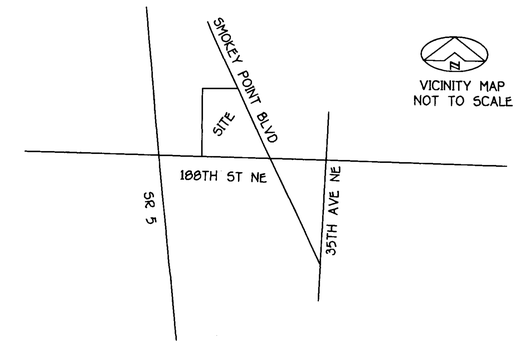
SNOHOMISH COUNTY, WASHINGTON.





VICINITY MAP
NOT TO SCALE

N

50 25 0 50
SCALE: 1"=50'

PHASE 2

DAVID T. GARDNER
STATE OF WASHINGTON
35975
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 3/30/2004

DATE: 2-23-04

BINDING SITE PLAN FOR
SMOKEY POINT BUSINESS PARK, LLC

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
PFN 02-100529 TAX PARCEL NO: 310517004028 00

SNOHOMISH COUNTY, WASHINGTON

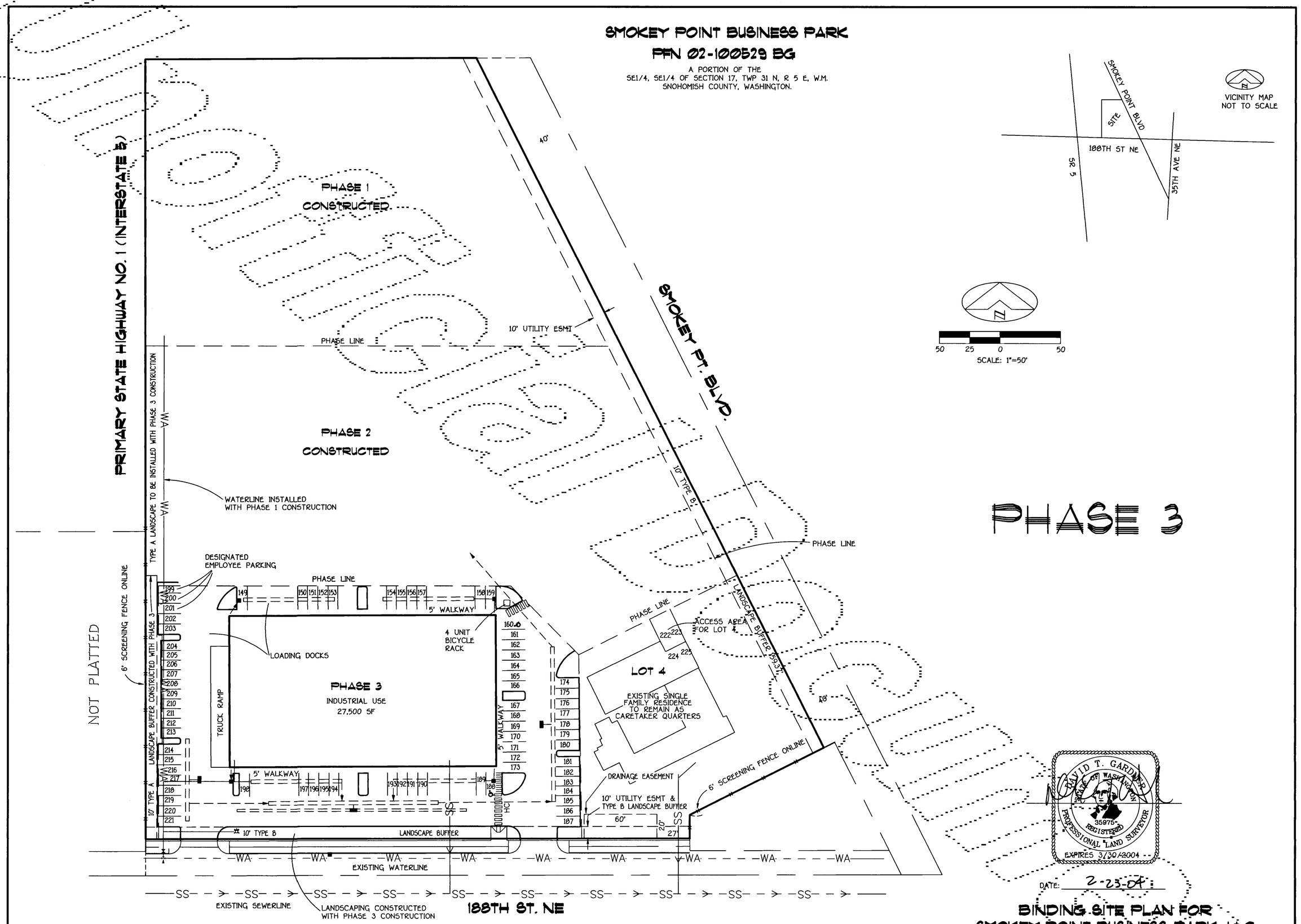
A.S.P.I. (ALPHA SUBDIVISION PRO'S, INC.)
3307 RUCKER AVE EVERETT, WA 98201 (425) 252-1884

PREPARED
02-23-04
99049BSP.DWG

AF# 200403195143

SMOKEY POINT BUSINESS PARK
PFN 02-100529 BG

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON.



FRONTAGE IMPROVEMENTS ALONG
188TH ST NE TO BE CONSTRUCTED
WITH PHASE 3 CONSTRUCTION

DAVID T. GARDNER
STATE OF WASHINGTON
35975
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 3/30/2004

DATE: 2-23-04

BINDING SITE PLAN FOR
SMOKEY POINT BUSINESS PARK, LLC

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
PFN 02-100529 TAX PARCEL NO. 310517004002000

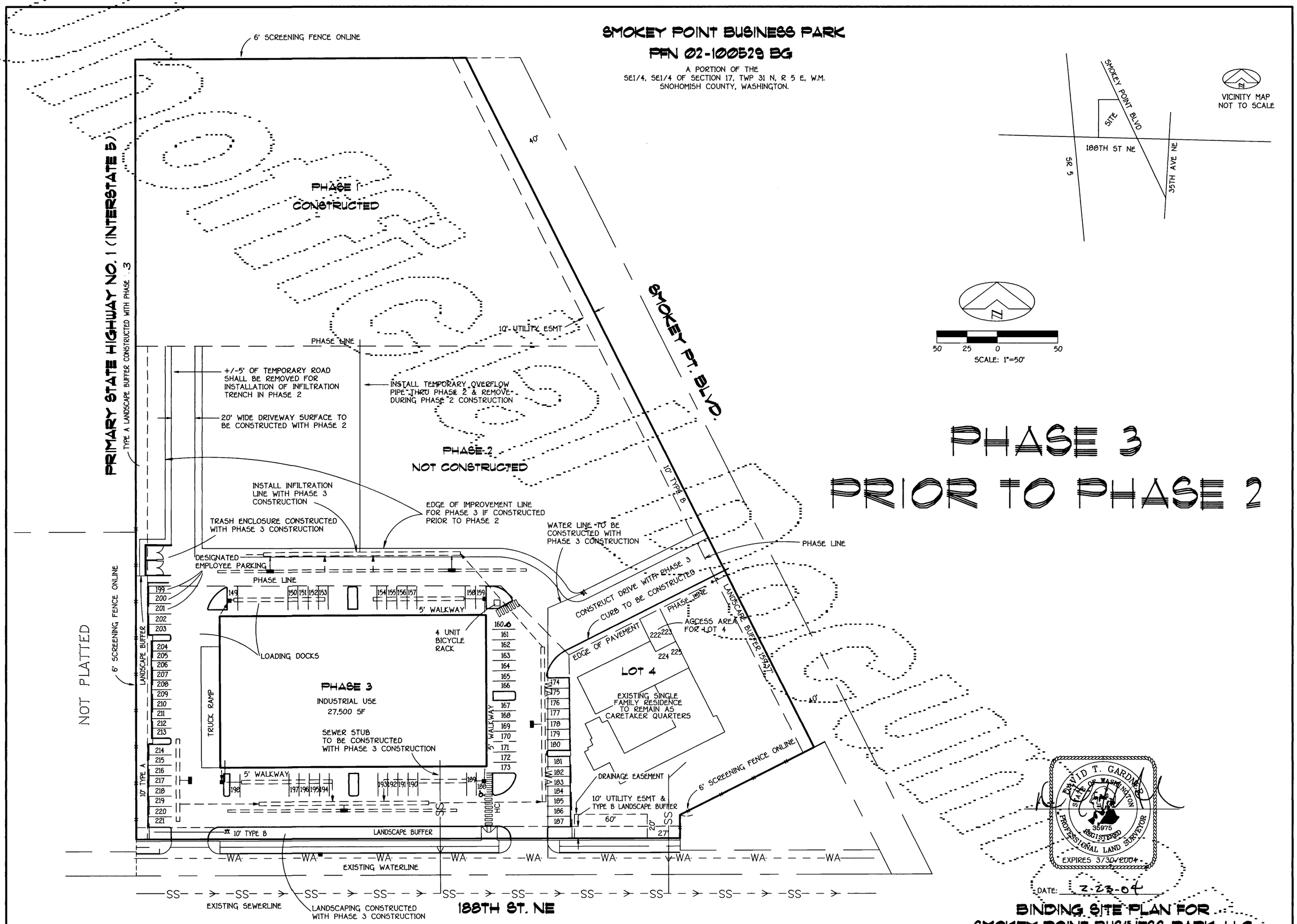
SNOHOMISH COUNTY, WASHINGTON

A.S.P.I. (ALPHA SUBDIVISION-PRO'S, INC.)
3307 RUCKER AVE EVERETT, WA 98201 (425) 252-1884

PREPARED
02-23-04
99049BSP.DWG

SMOKEY POINT BUSINESS PARK
PFN 02-100529 BG

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
SNOHOMISH COUNTY, WASHINGTON.



VICINITY MAP
NOT TO SCALE

N

50 25 0 50
SCALE: 1"=50'

PHASE 3
PRIOR TO PHASE 2

DAVID T. GARDNER
STATE OF WASHINGTON
35975
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 3/30/2004

DATE: 2-23-04

BINDING SITE PLAN FOR
SMOKEY POINT BUSINESS PARK, LLC

A PORTION OF THE
SE1/4, SE1/4 OF SECTION 17, TWP 31 N, R 5 E, W.M.
PFN 02-100529 TAX PARCEL NO. 31051700402000

SNOHOMISH COUNTY, WASHINGTON

A.S.P.I. (ALPHA SUBDIVISION PRO'S, INC.)
3307 RUCKER AVE EVERETT, WA 98201 (425) 252-1004

PREPARED
02-23-04
99049BSP.DWG

AF# 200403195143