PLAT OF
THE EAGLES
NW 1/4 OF THE SW 1/4 OF SECTION 13, TWP. 31N., RNG 5E., W.M.
SNOHOMISH COUNTY, WASHINGTON.
PFN: 03-104519 SD

LEGAL DESCRIPTION

A PORTION OF THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M.; DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF SAID WEST ONE-HALF LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13; THENCE ALONG THE NORTH LINE OF SAID SOUTH HALF SOUTH 88°57'06" EAST A DISTANCE OF 81.79 FEET; THENCE SOUTH 50°50'57" EAST A DISTANCE OF 24.77 FEET; THENCE NORTH 66°10'18" EAST A DISTANCE OF 27.80 FEET; THENCE SOUTH 19°36'23" EAST A DISTANCE OF 26.42 FEET; THENCE SOUTH 07°06'55" EAST A DISTANCE OF 23.13 FEET; THENCE SOUTH 03°01'44" EAST A DISTANCE OF 49.05 FEET; THENCE SOUTH 03°51'34" EAST A DISTANCE OF 51.71 FEET; THENCE SOUTH 19°51'13" EAST A DISTANCE OF 39.81 FEET; THENCE SOUTH 12°42'57" EAST A DISTANCE OF 29.88 FEET; THENCE SOUTH 11°29'39" EAST A DISTANCE OF 41.43 FEET; THENCE SOUTH 22°37'37" EAST A DISTANCE OF 48.76 FEET; THENCE SOUTH 37°16'25" EAST A DISTANCE OF 49.08 FEET; THENCE SOUTH 03°00'45" EAST A DISTANCE OF 39.61 FEET; THENCE SOUTH 27°31'16" EAST A DISTANCE OF 29.86 FEET; THENCE SOUTH 63°14'17" EAST A DISTANCE OF 62.99 FEET; THENCE SOUTH 65°26'46" EAST A DISTANCE OF 31.38 FEET; THENCE SOUTH 15°33'13" EAST A DISTANCE OF 33.75 FEET; THENCE SOUTH 50°52'17" EAST A DISTANCE OF 32.74 FEET; THENCE SOUTH 04°55'40" EAST A DISTANCE OF 32.54 FEET; THENCE SOUTH 38°50'41" EAST A DISTANCE OF 22.37 FEET; THENCE SOUTH 18°55'45" EAST A DISTANCE OF 35.71 FEET; THENCE SOUTH 23°14'08" WEST A DISTANCE OF 26.35 FEET; THENCE SOUTH 18°31'19" EAST A DISTANCE OF 42.34 FEET; THENCE SOUTH 19°26'38" EAST A DISTANCE OF 44.32 FEET; THENCE SOUTH 00°02'30" EAST A DISTANCE OF 39.90 FEET; THENCE SOUTH 36°47'34" EAST A DISTANCE OF 25.91 FEET; THENCE SOUTH 62°36'48" EAST A DISTANCE OF 28.11 FEET; THENCE SOUTH 63°28'24" EAST A DISTANCE OF 31.17 FEET; THENCE SOUTH 53°45'03" EAST A DISTANCE OF 29.05 FEET; THENCE SOUTH 70°48'57" EAST A DISTANCE OF 24.07 FEET; THENCE SOUTH 49°07'49" EAST A DISTANCE OF 20.48 FEET; THENCE SOUTH 00°47'13" WEST A DISTANCE OF 32.36 FEET; THENCE SOUTH 47°54'49" EAST A DISTANCE OF 18.15 FEET; THENCE SOUTH 01°21'01" EAST A DISTANCE OF 24.84 FEET; THENCE SOUTH 13°14'39" EAST A DISTANCE OF 24.11 FEET; THENCE SOUTH 13°41'49" EAST A DISTANCE OF 26.87 FEET; THENCE SOUTH 50°19'21" EAST A DISTANCE OF 29.99 FEET; THENCE SOUTH 36°31'51" EAST A DISTANCE OF 38.78 FEET; THENCE SOUTH 28°41'47" EAST A DISTANCE OF 25.60 FEET TO THE SOUTH LINE OF SAID WEST ONE-HALF OF THE NORTHWEST QUARTER AND THE TERMINUS OF SAID LINE.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT WEST COAST INC., A WASHINGTON CORPORATION, THE UNDERSIGNED OWNER, IN FEE SIMPLE OF THE LAND HEREBY PLATTED, AND CASCADE BANK, THE MORTGAGEE THEREOF, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE 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 THE ESTABLISHED CONSTRUCTION, DRAINAGE, AND MAINTENANCE OF SAID ROADS.

FOLLOWING ORIGINAL REASONABLE GRADING OF ROADS AND WAYS HEREON, NO DRAINAGE WATERS ON ANY LOT OR LOTS SHALL BE DIVERTED OR BLOCKED FROM THEIR NATURAL COURSE SO AS TO DISCHARGE UPON ANY PUBLIC ROAD RIGHTS-OF-WAY TO HAMPER PROPER ROAD DRAINAGE. THE OWNER OF ANY LOT OR LOTS, PRIOR TO MAKING ANY ALTERATION IN THE DRAINAGE SYSTEM AFTER THE RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FROM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS OR REROUTING THEREOF ACROSS ANY LOT AS MAY BE UNDERTAKEN BY OR FOR THE OWNER OF ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER.

TRACT 999 IS HEREBY GRANTED AND CONVEYED TOGETHER WITH ALL OBLIGATIONS TO MAINTAIN THE TRACTS CONSISTENT WITH COUNTY CODE, TO LOTS 1 THROUGH 35 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 TRACT OR LOTS.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS 2ND DAY OF DECEMBER 2005.

WEST COAST INC., A WASHINGTON CORPORATION
BY: _____
ITS: President

CASCADE BANK
BY: _____
ITS: Exec. Vice President

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 TITLE 30.41 SCC OR PREVIOUSLY UNDER TITLE 19 SCC IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH TITLE 30.41A OF 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) THE LOTS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE ARLINGTON SCHOOL DISTRICT NO. 16 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 ONE EXISTING PARCEL. LOT 1 SHALL RECEIVE THE CREDIT.

(5) ALL NATIVE GROWTH PROTECTION AREAS/EASEMENTS 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 30.91N.010 ARE ALLOWED WHEN APPROVED BY THE COUNTY.

(6) CHAPTER 30.66B SCC REQUIRES TRAFFIC IMPACT MITIGATION PAYMENTS IN THE AMOUNTS SHOWN BELOW FOR A SINGLE-FAMILY RESIDENCE (OR TWICE THE AMOUNT FOR A DUPLEX).

a. $1,961.85 PER LOT TO SNOHOMISH COUNTY AS MITIGATION FOR PROJECT IMPACTS ON COUNTY ROAD SYSTEM CAPACITY WITHIN TRANSPORTATION SERVICE AREA A. CREDITS FOR CERTAIN EXPENDITURES MAY BE ALLOWED AGAINST SAID PAYMENT TO THE EXTENT AUTHORIZED BY COUNTY CODE.

b. $75.79 PER LOT TO SNOHOMISH COUNTY FOR TRANSPORTATION DEMAND MANAGEMENT (TDM) WITHIN TRANSPORTATION SERVICE AREA A.

c. $344.52 PER LOT TO SNOHOMISH COUNTY FOR THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT) AS FEE MITIGATION OF PROJECT IMPACTS ON STATE HIGHWAYS.

d. $943.54 PER LOT THE CITY OF ARLINGTON FOR MITIGATION OF IMPACTS ON CITY STREETS.

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 ISSUANCE FOR EACH 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.

(7) SCC TITLE 30.66A REQUIRES THE PER NEW UNIT FEE PAYMENT IN THE AMOUNT OF $1,077.00 FOR MITIGATION OF IMPACTS ON THE COUNTY PARKS. THE DEVELOPER OF THIS SUBDIVISION 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.

(8) LOTS 1 – 11 AND 30 – 35 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.

(9) LOTS 12 THROUGH 29 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN WHICH REQUIRED IMPERVIOUS SURFACES AND DRAINS TO BE CONNECTED TO AN INDIVIDUAL LOT DRAINAGE SYSTEM. SEE DRAINAGE PLAN FOR DETAILS.

(10) THIS PLAT IS SUBJECT TO THE FOLLOWING RECORDED CONDITIONS:

(1) RECORDING #200501100419 – UTILITY EXTENSION AGREEMENT

(2) RECORDING #200008030895 – ACCESS EASEMENT (NOT ON THIS PROPERTY)

(3) RECORDING #200009150360 – ACCESS EASEMENT (NOT ON THIS PROPERTY)

(11) 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.

(12) THE PRIVATE DRAINAGE EASEMENT LOCATED ACROSS LOTS 8, 9 & 10 SHOWN HEREON IS HEREBY RESERVED AND GRANTED FOR LOTS 7, 8, 9, 10 & 11 FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE PRIVATE DRAINAGE SYSTEM. THE COST OF THAT PORTION USED IN COMMON SHALL BE BORNE IN EQUAL SHARES, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PRIVATE DRAINAGE SYSTEM ABOVE THEIR CONNECTION, WITH THE RIGHT OF INGRESS FOR SUCH PURPOSES.

(13) THE PRIVATE DRAINAGE EASEMENT LOCATED ACROSS LOT 32 SHOWN HEREON IS HEREBY RESERVED AND GRANTED FOR LOTS 31 & 32 FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE PRIVATE DRAINAGE SYSTEM. THE COST OF THAT PORTION USED IN COMMON SHALL BE BORNE IN EQUAL SHARES, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PRIVATE DRAINAGE SYSTEM ABOVE THEIR CONNECTION, WITH THE RIGHT OF INGRESS FOR SUCH PURPOSES.

(14) THE PRIVATE DRAINAGE EASEMENT LOCATED ACROSS LOTS 1 & 2 SHOWN HEREON IS HEREBY RESERVED AND GRANTED FOR LOTS 1, 2 & 3 FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE PRIVATE DRAINAGE SYSTEM. THE COST OF THAT PORTION USED IN COMMON SHALL BE BORNE IN EQUAL SHARES, EXCEPT THAT THE OWNERS OF ANY LOWER PARCEL SHALL NOT BE RESPONSIBLE FOR THE PRIVATE DRAINAGE SYSTEM ABOVE THEIR CONNECTION, WITH THE RIGHT OF INGRESS FOR SUCH PURPOSES.

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

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 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, 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 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 PURPOSES 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 AND 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 FOR 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 THE 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, 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.

STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT John M Robinett IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE President OF WEST COAST INC., A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 12/2/05
SIGNATURE: Stacey M King
(PRINT NAME) Stacey M King
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Marysville
MY APPOINTMENT EXPIRES 8-26-06

STACEY M. KING
COMMISSION EXPIRES
NOTARY
PUBLIC
8-29-06
STATE OF WASHINGTON

STATE OF WASHINGTON)
) SS
COUNTY OF SNOHOMISH)

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Steven R Erickson IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE/THEY) SIGNED THIS INSTRUMENT, ON OATH STATED THAT (HE/SHE/THEY) WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Exec Vice President OF CASCADE BANK, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: 12/2/05
SIGNATURE: Stacey M King
(PRINT NAME) Stacey M King
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Marysville
MY APPOINTMENT EXPIRES 8-26-06

STACEY M. KING
COMMISSION EXPIRES
NOTARY
PUBLIC
8-29-06
STATE OF WASHINGTON

COUNTY ENGINEER APPROVAL

EXAMINED AND APPROVED THIS 5 DAY OF DECEMBER 2005

SNOHOMISH COUNTY ENGINEER

PLANNING AND DEVELOPMENT SERVICES APPROVAL

EXAMINED AND APPROVED THIS 6 DAY OF DEC 2005.

SNOHOMISH COUNTY PLANNING AND DEVELOPMENT SERVICES DIRECTOR

CHAIRMAN, COUNTY COUNCIL

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS 14TH DAY OF DEC, 2005

COUNTY COUNCIL CHAIR PERSON
SNOHOMISH COUNTY, WASHINGTON

12-14-05
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.

TREASURER, SNOHOMISH COUNTY

BY: _____ 12-2-05
DEPUTY COUNTY TREASURER 12-15-05 KH

OFFICIAL SEAL
TREASURER
SNOHOMISH COUNTY, WASH.

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF _____ THIS 15 DAY OF Dec 2005 AT 33 MINUTES PAST 2 P.M. AND RECORDED IN VOL. ___ OF PLATS, PAGE ___, AFN _____ RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY

BY: _____
DEPUTY COUNTY AUDITOR

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF THE EAGLES IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 13, TOWNSHIP 31 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 CORNER SHALL BE STAKED CORRECTLY ON THE GROUND, THAT I FULLY COMPLIED WITH THE PROVISIONS OF THE STATE AND LOCAL STATUTES AND REGULATIONS GOVERNING PLATTING.

REGISTERED PROFESSIONAL LAND SURVEYOR — 17068 CERTIFICATE NO. — 12/1/05 DATE

DAVID R. DOWNING
STATE OF WASHINGTON
17068
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 3/5/06

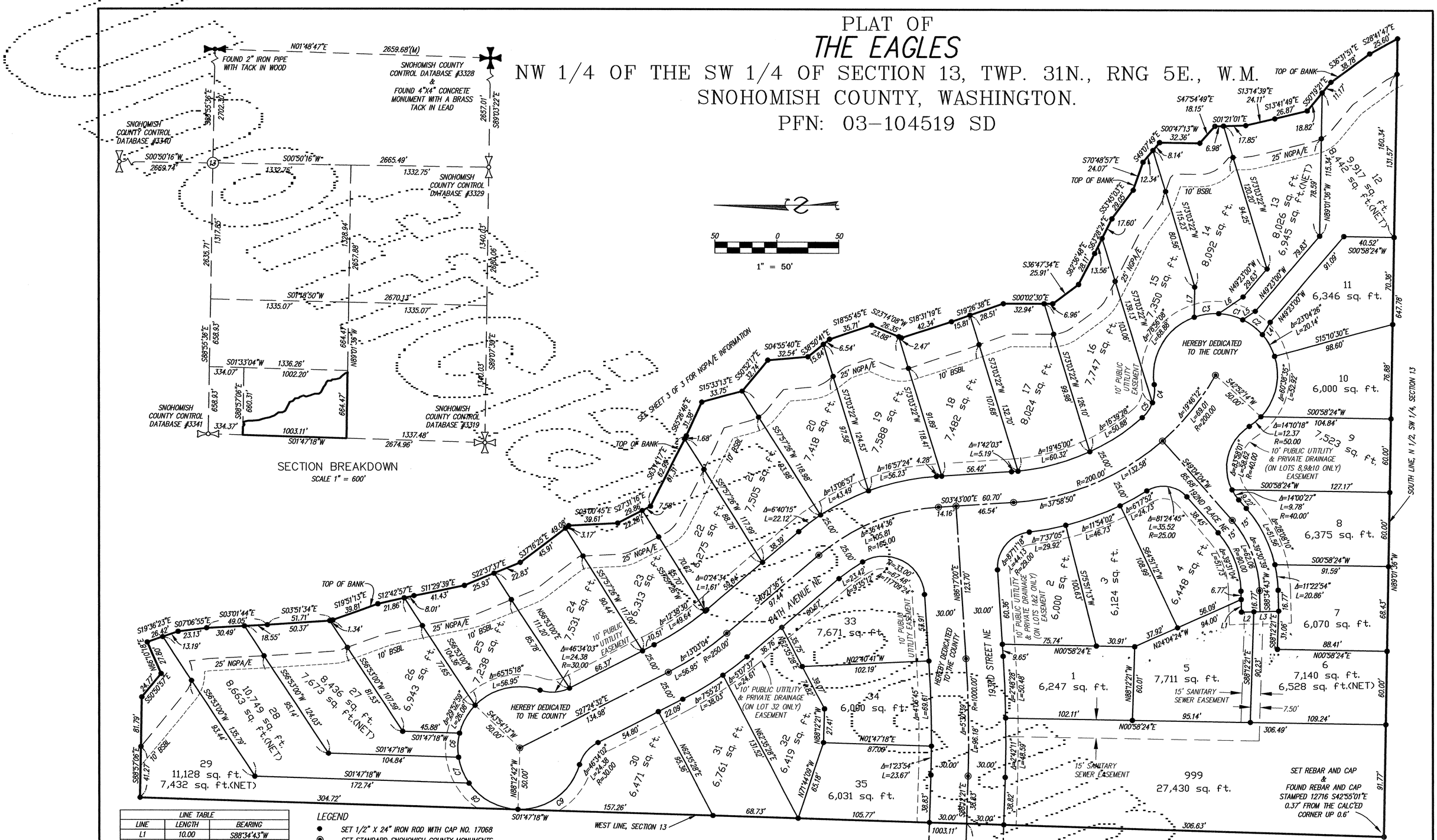
A.F. NO. 200512155275

THE EAGLES
NW 1/4 OF THE SW 1/4 OF SEC. 13, TWN. 31N., RNG. 5E., W.M.
PFN: 03-104519 SD

SURVEYOR: DAVID R. DOWNING & ASSOC., INC. PROFESSIONAL LAND SURVEYOR 4229 76th ST. N.E. MARYSVILLE, WA. 98270 (360) 653-5385		SHEET 1 OF 3
JOB NO. 03-034	DRAWN BY DDD	
DATE 7/13/05	FIELD BOOK 74	

PLAT OF
THE EAGLES

NW 1/4 OF THE SW 1/4 OF SECTION 13, TWP. 31N., RNG 5E., W.M.
SNOHOMISH COUNTY, WASHINGTON.
PFN: 03-104519 SD



LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	S88°34'43"W
L2	10.00	S01°25'17"E
L3	20.00	S01°25'17"E
L4	12.07	S58°18'14"E
L5	12.20	S34°39'12"E
L6	23.86	S34°39'12"E
L7	24.43	N89°01'36"W

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	20.14	50.00	23°04'26"
C2	20.14	50.00	23°04'26"
C3	20.14	50.00	23°04'26"
C4	15.11	30.00	28°51'04"
C5	14.83	30.00	28°19'38"
C6	20.14	50.00	23°04'32"
C7	22.71	50.00	26°01'36"
C8	46.36	50.00	53°07'48"
C9	66.12	50.00	75°45'52"

LEGEND

- ● SET 1/2" X 24" IRON ROD WITH CAP NO. 17068
- ◉ SET STANDARD SNOHOMISH COUNTY MONUMENTS
- BSBL BUILDING SET BACK LINE
- (M) MEASURED DISTANCE
- (P) PLAT DISTANCE

NOTES:

1. INSTRUMENT DATA –
   TOTAL STATION – LIETZ 4 (5" DIRECT READING)
   GPS – LEICA SYSTEM 500
   PROCESSING SOFTWARE – LEICA SKI-PRO VERSION 2.1
2. FIELD METHOD USED – TRAVERSE & GPS OBSERVATIONS
3. METHOD OF ADJUSTMENT – NONE
4. MONUMENTS VISITED – 3/16/00
5. PRECISION OF TRAVERSE CLOSURE MEETS OR EXCEEDS STANDARDS REQUIRED BY WAC-332-130-090
6. BASIS OF BEARING – N01°48'47"E
   WASHINGTON STATE PLANE NORTH COORDINATES NAD 83/91. THE MONUMENTED EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 13
7. REFERENCE MATERIALS –
   WASHINGTON STATE SURVEY CONTROL DATA WAREHOUSE
   WWW.SURVEYCONTROL.STATE.WA.US/WCCSMAP
8. ALL DISTANCES SHOWN HEREON ARE MODIFIED GROUND DISTANCES. MULTIPLY THE GROUND DISTANCE BY 0.99992534541 TO CONVERT THE GROUND DISTANCES TO GRID DISTANCES.

DAVID R. DOWNING
STATE OF WASHINGTON
17068
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 3/5/06

A.F. NO. 200512155275

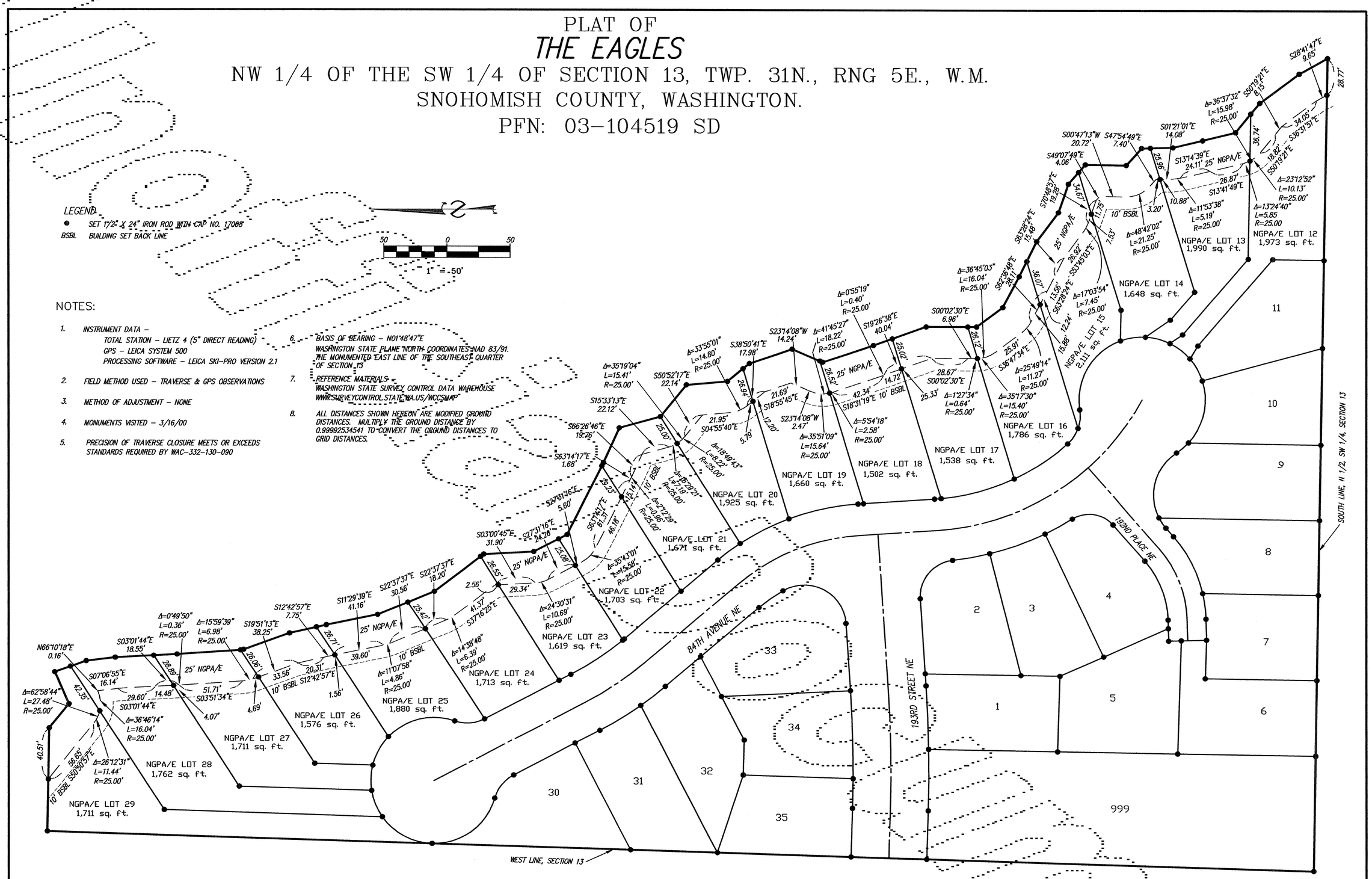
THE EAGLES
NW 1/4 OF THE SW 1/4 OF SEC. 13, TWN. 31N., RNG. 5E., W.M.
PFN: 03-104519 SD

SURVEYOR:
DAVID R. DOWNING & ASSOC., INC.
PROFESSIONAL LAND SURVEYOR
4229 76th ST. N.E.
MARYSVILLE, WA. 98270
(360) 653-5385

JOB NO. 03-034	SCALE 1" = 50'
DATE 7/13/05	FIELD BOOK 74

SHEET 2 OF 3

PLAT OF
THE EAGLES
NW 1/4 OF THE SW 1/4 OF SECTION 13, TWP. 31N., RNG 5E., W.M.
SNOHOMISH COUNTY, WASHINGTON.
PFN: 03-104519 SD



A.F. NO. 200512155275

DAVID R. DOWNING
STATE OF WASHINGTON
17088
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES 3/5/06

THE EAGLES NW 1/4 OF THE SW 1/4 OF SEC. 13, TWN. 31N., RNG. 5E., W.M. PFN: 03-104519 SD	
SURVEYOR: DAVID R. DOWNING & ASSOC., INC. PROFESSIONAL LAND SURVEYOR 4229 76th ST. N.E. MARYSVILLE, WA. 98270 (360) 653-5385	SHEET 3 OF 3
JOB NO. 03-034 / SCALE 1" = 50'	
DATE 7/13/05 / FIELD BOOK 74	