

**PARKWOOD ESTATES
RURAL CLUSTER SUBDIVISION
PFN# 06-101548-SD**

A Portion of the NW 1/4 & NE 1/4 of the SW 1/4 of Section 13,
Township 31 North, Range 5 East, W.M.

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT PARKWOOD, LLC, A WASHINGTON LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER(S), IN FEE SIMPLE OF THE LAND HEREBY PLATTED, 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(S) 996, 998, AND 999 ARE HEREBY GRANTED AND CONVEYED TO THE PARKWOOD ESTATES OWNERS ASSOCIATION (HOA) UPON RECORDING OF THIS PLAT SUBJECT TO AN EMERGENCY MAINTENANCE EASEMENT GRANTED AND CONVEYED TO SNOHOMISH COUNTY. OWNERSHIP AND MAINTENANCE OF SAID TRACTS CONSISTENT WITH COUNTY CODE SHALL BE THE RESPONSIBILITY OF THE HOA UNLESS AND UNTIL TRACT OWNERSHIP BY ALL LOTS WITHIN THIS SUBDIVISION IS AUTHORIZED PURSUANT TO A FINAL PLAT ALTERATION. USE OF SAID TRACTS IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED FINAL PLAT. THE HOA AND THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION SHALL COMPLY WITH THOSE COUNTY REGULATIONS AND CONDITIONS OF FINAL SUBDIVISION APPROVAL SPECIFIED ON THE PLAT. THE HOA SHALL REMAIN IN EXISTENCE UNLESS AND UNTIL ALL LOTS WITHIN THIS SUBDIVISION HAVE ASSUMED COMMON OWNERSHIP OF SAID TRACT(S). IN THE EVENT THAT THE HOA SHOULD BE DISSOLVED, THEN EACH LOT SHALL HAVE AN EQUAL AND UNDIVIDED OWNERSHIP INTEREST IN THE TRACTS PREVIOUSLY OWNED BY THE HOA AS WELL AS RESPONSIBILITY FOR MAINTAINING THE TRACTS. MEMBERSHIP IN THE HOA AND PAYMENT OF DUES OR OTHER ASSESSMENTS FOR MAINTENANCE PURPOSES SHALL BE A REQUIREMENT OF LOT OWNERSHIP, AND SHALL REMAIN AN APPURTENANCE TO AND INSEPARABLE FROM EACH LOT. THIS COVENANT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HOA, THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION AND ALL OTHERS HAVING ANY INTEREST IN THE TRACTS OR LOTS.

TRACT 997 SHALL BE OWNED, MANAGED, AND MAINTAINED IN ACCORDANCE WITH THE OPEN SPACE MANAGEMENT PLAN AND CONSISTENT WITH COUNTY CODE BY THE DEVELOPER PARKWOOD, LLC. USE OF SAID TRACT IS RESTRICTED TO THAT SPECIFIED IN THE APPROVED PLAT.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS 30th DAY OF January, 2015.

PARKWOOD, LLC A WASHINGTON LIMITED LIABILITY COMPANY

Martin H. Robinett
MARTIN H. ROBINETT

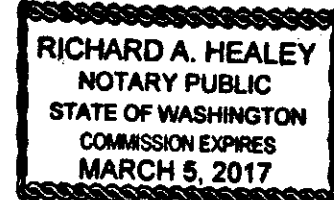
MANAGER

ACKNOWLEDGMENT

STATE OF WASHINGTON }
 } SS
COUNTY OF SNOHOMISH }

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MARTIN H. ROBINETT IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS/WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF PARKWOOD, 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.

Richard Healey 1/30/15
SIGNATURE: *Richard Healey*
(PRINT NAME) Richard Healey
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT Edmonds, WA
MY APPOINTMENT EXPIRES 3/5/17



EASEMENTS

(1) 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.

(2) WATER LINE EASEMENT TO BENEFIT LOTS 1 THROUGH 14 OVER AND ACROSS TRACT 998 (PRIVATE ROAD 86TH AVENUE N.E. AND 195TH STREET N.E.) AND TRACT 999 (PRIVATE ROAD 195TH STREET N.E.), AND A STRIP OF LAND 10 FEET WIDE ADJACENT TO BOTH TRACTS, IS HEREBY GRANTED TO CITY OF ARLINGTON FOR MAINTENANCE OF SAID WATERLINE. A PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL, LAY, USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE AND/OR REMOVE A WATER PIPELINE OR LINES OVER, ALONG, ACROSS, AND 10 FEET BOTH SIDES OF INSTALLED MAIN WATER LINE, FIRE HYDRANTS AND SERVICES, LOCATED BOTH ON AND UNDER THE REAL ESTATE SITUATED WITHIN SNOHOMISH COUNTY, STATE OF WASHINGTON. GRANTEE SHALL HAVE THE RIGHT, WITHOUT NOTICE AND WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDING AT LAW OR EQUITY, AT ALL TIMES AS MAY BE NECESSARY TO ENTER UPON THE REAL PROPERTY TO INSTALL, LAY, CONSTRUCT, MAINTAIN, INSPECT, REPAIR, REMOVE, REPLACE, RENEW, USE AND OPERATE THE UTILITIES FOR THE PURPOSES OF SERVING THE REAL PROPERTY AND OTHER PROPERTIES WITH UTILITY SERVICE. GRANTEE AGREES TO RESTORE THE REAL PROPERTY AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITION PRIOR TO ANY MATERIAL DISTURBANCE FROM CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, OR REPLACEMENT OF THE UTILITIES. GRANTEE SHALL NOT UNDERTAKE, AUTHORIZE, PERMIT OR CONSENT TO ANY CONSTRUCTION OR EXCAVATION INCLUDING, WITHOUT LIMITATION, DIGGING, TUNNELING, OR OTHER FORMS OF CONSTRUCTION ACTIVITY ON OR NEAR THE EASEMENT WHICH MIGHT IN ANY FASHION UNDO, UNDERMINE, OR DAMAGE THE WATER LINES OR ENDANGER THE LATERAL OR OTHER SUPPORT OF THE WATER LINES WITHOUT GRANTEE'S PRIOR WRITTEN APPROVAL.

(3) STORM DRAIN EASEMENT TO BENEFIT LOTS 1 THROUGH 14 ADJUTING TRACT 996 (DETENTION POND), AND CONTINUING SOUTHWESTERLY TO PORTAGE CREEK.

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 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.

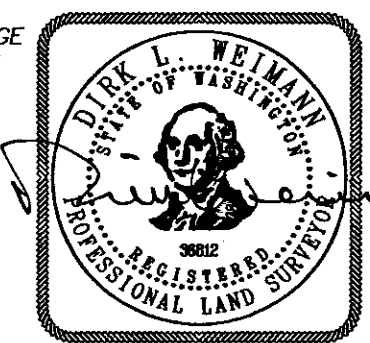
THE LOT OWNER(S) SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING, REPAIRING AND RESTORING THE CONDITION OF THE NGPA/E IF ANY UNAUTHORIZED DISTURBANCE OCCURS.

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 GENERAL PUBLIC, BUT SHALL NOT BE CONSTRUED TO PROVIDE OPEN OR COMMON SPACE FOR OWNERS WITHIN THE SUBDIVISION OR MEMBERS OF THE PUBLIC.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF PARKWOOD ESTATES, A RURAL CLUSTER SUBDIVISION, 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 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.

Dirk L. Weimann 1/30/15
DIRK L. WEIMANN, PLS #36812
REGISTERED PROFESSIONAL LAND SURVEYOR



APPROVALS

COUNTY ENGINEER APPROVAL

EXAMINED AND APPROVED THIS 2nd DAY OF February, 2015
[Signature]
SNOHOMISH COUNTY ENGINEER

PLANNING AND DEVELOPMENT SERVICES APPROVAL

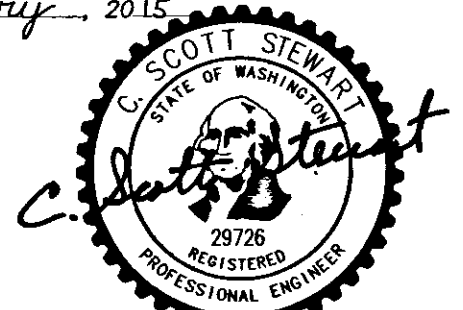
EXAMINED AND APPROVED THIS 2 DAY OF February, 2015
[Signature]
SNOHOMISH COUNTY PLANNING & DEVELOPMENT SERVICES DIRECTOR

CHAIRMAN, COUNTY COUNCIL

EXAMINED, FOUND TO BE IN CONFORMITY WITH APPLICABLE ZONING AND OTHER LAND USE CONTROLS, AND APPROVED THIS 11th DAY OF February, 2015
[Signature] 2/11/15
COUNTY COUNCIL CHAIR PERSON
SNOHOMISH COUNTY, WASHINGTON

ENGINEER'S CERTIFICATE

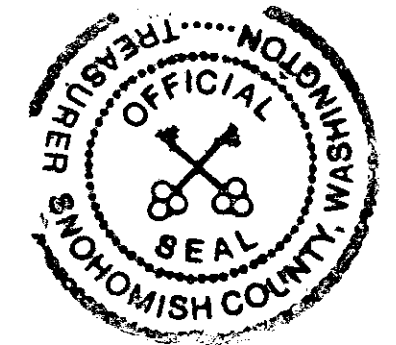
EXAMINED AND APPROVED THIS 29 DAY OF January, 2015
[Signature]
ENGINEER



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 2015 TAXES.

[Signature]
TREASURER, SNOHOMISH COUNTY
BY: *[Signature]* 1-30-15
DEPUTY COUNTY TREASURER 2-11-15
KH



AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF RIVER CITY LAND SERVICES INC. THIS 11 DAY OF Feb 2015, AT 31 MINUTES PAST 9 A.M. AND RECORDED IN VOL. OF PLATS, PAGE(S) ; AFN 201502115001 RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

[Signature]
AUDITOR, SNOHOMISH COUNTY
BY: *[Signature]*
DEPUTY COUNTY AUDITOR

AF# 201502115001
NW/4 & NE/4, SW/4, SEC 13, T 31 N, R 5 E, W.M.

River City
Land Services
PO Box 171, Snohomish, WA. 98291 (360) 568-6200

DATE: 09/30/14	JOB: 14-003	SHEET: 1 OF 3	DRAWN: TRL	CHECKED: DLW
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**PARKWOOD ESTATES
RURAL CLUSTER SUBDIVISION**
PFN# 06-101548-SD

A Portion of the NW 1/4 & NE 1/4 of the SW 1/4 of Section 13,
Township 31 North, Range 5 East, W.M.

RESTRICTIONS, COVENANTS AND CONDITIONS OF APPROVAL

- (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 IS EXPRESSLY PROHIBITED EXCEPT IN COMPLIANCE WITH CHAPTER 30.41A SCC.
- (3) THE COST OF CONSTRUCTION AND MAINTAINING ALL ROADS NOT HEREIN DEDICATED AS PUBLIC ROADS SHALL BE THE OBLIGATION OF ALL OF THE OWNERS AND THE OBLIGATION TO MAINTAIN SHALL BE CONCURRENTLY THE OBLIGATION OF ANY CORPORATION IN WHICH TITLE OF THE ROADS AND STREETS MAY BE HELD. IN THE EVENT THAT THE OWNERS OF ANY LOTS SERVED BY THE ROADS OR STREETS OF THIS PLAT SHALL PETITION THE COUNCIL TO INCLUDE THESE ROADS OR STREETS 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 RIGHTS-OF-WAY, PRIOR TO ACCEPTANCE BY THE COUNTY.
- (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 THERE 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 2 EXISTING PARCEL(S) APPLIED TO LOT 1 AND LOT 2.
- (5) CHAPTER 30.66B SCC REQUIRES THE NEW LOT MITIGATION PAYMENTS IN THE AMOUNT SHOWN BELOW FOR EACH SINGLE-FAMILY RESIDENTIAL BUILDING PERMIT:

\$2,143.68 PER LOT FOR MITIGATION OF IMPACTS ON COUNTY ROADS PAID TO THE COUNTY,
 \$934.20 PER LOT FOR MITIGATION OF IMPACTS ON THE CITY OF ARLINGTON STREETS PAID TO THE CITY. PROOF OF PAYMENT TO THE CITY IS REQUIRED.
 \$344.25 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. NOTICE OF THESE MITIGATION PAYMENT OBLIGATIONS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOTS THEREIN. ONCE BUILDING PERMIT HAS BEEN ISSUED ALL MITIGATION PAYMENTS SHALL BE DEEMED PAID.
- (6) 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)(A), (C), AND (D) ARE ALLOWED WHEN APPROVED COUNTY.
- (7) THE DEVELOPER SHALL PAY THE COUNTY \$48.82 PER NEW DWELLING UNIT AS MITIGATION FOR PARKS AND RECREATION IMPACTS IN ACCORDANCE WITH CHAPTER 30.66A SCC; PROVIDED, HOWEVER, THE DEVELOPER HAS ELECTED TO POSTPONE PAYMENT OF THE MITIGATION REQUIREMENT UNTIL ISSUANCE OF A BUILDING PERMIT FOR THAT LOT.
- (8) LOTS 1 THROUGH 14 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN. SEE DRAINAGE PLAN FOR DETAILS.
- (9) SUBJECT TO TERMS AND CONDITIONS OF EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS RECORDED ON JUNE 21, 1961, UNDER AUDITOR'S FILE NUMBER 1467906.
- (10) SUBJECT TO TERMS AND CONDITIONS OF EASEMENT TO PUBLIC UTILITY DISTRICT NO. 1 OF SNOHOMISH COUNTY, AS RECORDED ON APRIL 22, 1970, UNDER AUDITOR'S FILE NUMBER 2142603.
- (11) SUBJECT TO RESERVATIONS CONTAINED IN DEED FOR RESERVING ALL MINERALS, OIL AND GAS IN OR UNDER THE ABOVE DESCRIBED LAND, RECORDED UNDER AUDITOR'S FILE 864760.
- (12) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, DEDICATIONS, AGREEMENTS, EASEMENTS, MAINTENANCE PROVISIONS AND NOTES, AS CONTAINED IN SNOHOMISH COUNTY SHORT PLAT NUMBER ZAB804146SP, RECORDED UNDER AUDITOR'S FILE NUMBER 8809190225.
- (13) SUBJECT TO WELL SITE AND WATERLINE EASEMENT AGREEMENT AND THE TERMS, CONDITIONS AND PROVISIONS RECORDED ON FEBRUARY 22, 1989, UNDER AUDITOR'S FILE NUMBER 8909220016.
- (14) SUBJECT TO WATER MANAGEMENT AGREEMENT AND THE TERMS, CONDITIONS AND PROVISIONS RECORDED ON MARCH 27, 1989 AND OCTOBER 10, 1989, UNDER AUDITOR'S FILE NUMBERS 8903270139 AND 8910100223.
- (15) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, DEDICATIONS, AGREEMENTS, EASEMENTS, MAINTENANCE PROVISION AND NOTES, AS CONTAINED IN SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NUMBER BLA 90-238, RECORDED UNDER AUDITOR'S FILE 9102120365.
- (16) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, DEDICATIONS, AGREEMENTS, EASEMENTS, MAINTENANCE PROVISION AND NOTES, AS CONTAINED IN SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NUMBER BLA 03-104519, RECORDED UNDER AUDITOR'S FILE 200406240753.
- (17) SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, DEDICATIONS, AGREEMENTS, EASEMENTS, MAINTENANCE PROVISION AND NOTES, AS CONTAINED IN SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT NUMBER BLA05-128366, RECORDED UNDER AUDITOR'S FILE 200512300622.
- (18) SUBJECT TO AN EASEMENT AND THE TERMS AND CONDITIONS RECORDED ON JANUARY 13, 2006, UNDER AUDITOR'S FILE NUMBER 200601130947 AND AMENDED BY AUDITOR'S FILE NUMBER 201410130442.
- (19) SUBJECT TO CITY OF ARLINGTON-UTILITY EXTENSION AGREEMENT AND TERMS, CONDITIONS, AND PROVISIONS RECORDED ON APRIL 19, 2006, UNDER AUDITOR'S FILE NUMBER 200604191186.
- (20) SUBJECT TO AN EASEMENT AND THE TERMS AND CONDITIONS RECORDED ON APRIL 24, 2007, UNDER AUDITOR'S FILE NUMBER 200704240180. (DESCRIPTION NOT SUFFICIENT TO SHOW HEREON)
- (21) SUBJECT TO AN EASEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 201410130443.
- (22) SUBJECT TO COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED UNDER AUDITOR'S FILE NUMBER **201502110080**

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 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 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 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 STORM WATER DRAINAGE SYSTEM. AS APPLICABLE, THE SYSTEM SHALL INCLUDE THE STORM WATER CONVEYANCE SYSTEM PIPES, DITCHES, SWALES, AND CATCH BASINS; STORM WATER 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 STORM WATER 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 COST 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.

LEGAL DESCRIPTION

PARCEL A:

PARCEL B OF SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 05-128366 RECORDED UNDER AUDITOR'S FILE NUMBER 200512300622, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., EXCEPT THE NORTH 264 FEET OF THE EAST 330-FEET THEREOF.

TOGETHER WITH THAT PORTION OF THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 31 NORTH, RANGE 5 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION;
 THENCE NORTH 1°18'50" EAST ALONG THE WEST LINE OF SAID SUBDIVISION FOR 272.34 FEET TO THE TRUE POINT OF BEGINNING;
 THENCE NORTH 67°09'08" EAST FOR 423.76 FEET TO A POINT LYING 30 FEET SOUTHWESTERLY OF THE AS-BUILT CENTERLINE OF THE OLD BURN COUNTY ROAD AS MEASURED PERPENDICULAR THERETO;
 THENCE SOUTH 31°53'40" EAST PARALLEL WITH AND 30 FEET SOUTHWESTERLY OF THE AS-BUILT CENTERLINE OF THE OLD BURN COUNTY ROAD AS MEASURED PERPENDICULAR THERETO, FOR 60.75 FEET;
 THENCE SOUTH 67°09'08" WEST FOR 460.22 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 13;
 THENCE NORTH 1°18'56" EAST ALONG SAID LINE FOR 65.76 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL B:

A PORTION OF THE WEST 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 HALF LYING NORTH AND EAST 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;

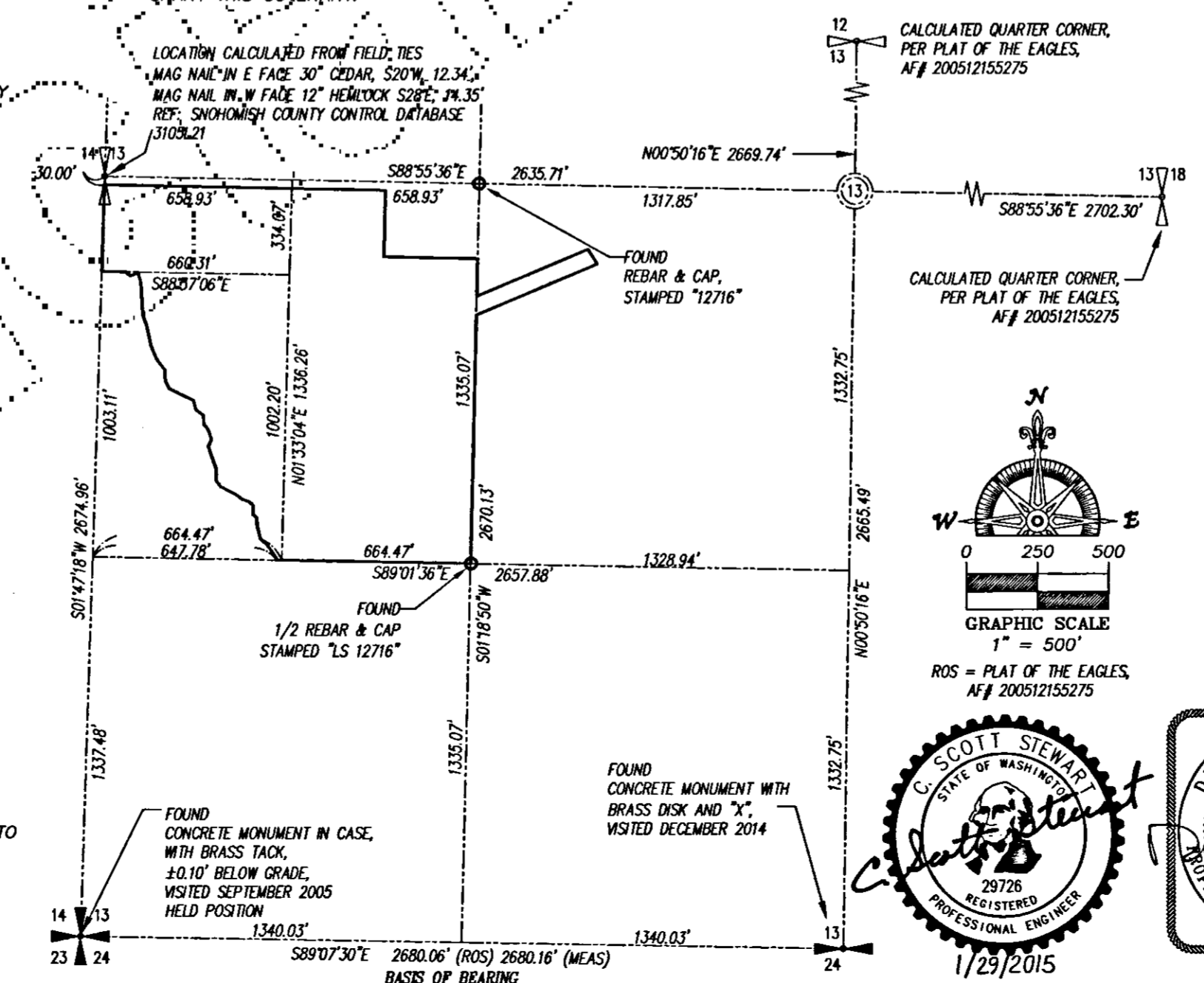
THENCE SOUTH 50°50'57" EAST A DISTANCE OF 24.77 FEET;
 THENCE NORTH 66°10'18" EAST A DISTANCE OF 27.80 FEET;
 THENCE SOUTH 19°36'23" EAST A DISTANCE OF 26.42 FEET;
 THENCE SOUTH 07°06'55" EAST A DISTANCE OF 23.13 FEET;
 THENCE SOUTH 03°01'44" EAST A DISTANCE OF 49.05 FEET;
 THENCE SOUTH 03°51'34" EAST 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 POINT OF ENDING.

PURSUANT TO SNOHOMISH COUNTY BOUNDARY LINE ADJUSTMENT 03-104519 RECORDED UNDER AUDITOR'S FILE NUMBER 200406240753, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

ALL SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON

AF# **201502115001**

NW/4 & NE/4, SW/4, SEC 13, T 31 N, R 5 E, W.M.



**River City
Land Services**

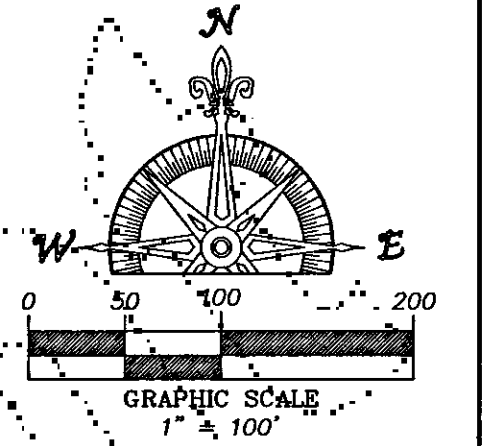
PO Box 171, Snohomish, WA. 98291 (360) 568-6200

DATE: 09/30/14	JOB: 14-003	SHEET: 2 OF 3	DRAWN: TRL	CHECKED: DLW
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**PARKWOOD ESTATES
RURAL CLUSTER SUBDIVISION**

PFN# 06-101548-SD

A Portion of the NW 1/4 & NE 1/4 of the SW 1/4 of Section 13,
Township 31 North, Range 5 East, W.M.



- LEGEND**
- FOUND REBAR & CAP, AS NOTED
 - SET 1/2"x24" REBAR W/CAP, STAMPED "36812 & 33555"
 - ⊙ SET STANDARD SNOHOMISH COUNTY CASE AND MONUMENT
 - (R) RADIAL BEARING
 - (OS) INTERIM OPEN SPACE

BASIS OF BEARING
S89°07'30"E BETWEEN MONUMENTS
FOUND AT SW SECTION CORNER AND
SOUTH QUARTER CORNER, SECTION
13, T30N, R5E, W.M.

LINE TABLE

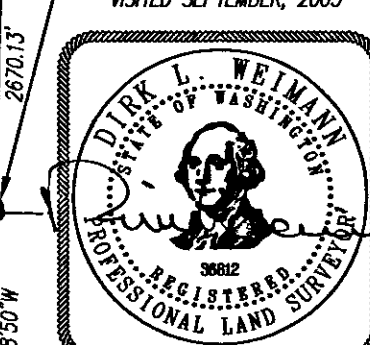
LINE	LENGTH	BEARING
L1	81.79'	S88°57'06"E
L2	24.77'	S50°50'57"E
L3	27.80'	N66°10'18"E
L4	26.42'	S19°36'23"E
L5	23.13'	S07°06'55"E
L6	49.05'	S03°01'44"E
L7	51.71'	S03°51'34"E
L8	39.81'	S19°51'13"E
L9	29.88'	S12°42'57"E
L10	41.43'	S11°29'39"E
L11	48.76'	S22°37'37"E
L12	49.08'	S37°16'25"E
L13	39.61'	S03°00'45"E
L14	29.86'	S27°31'16"E
L15	62.99'	S63°14'17"E
L16	31.38'	S65°26'46"E
L17	33.75'	S15°33'13"E
L18	32.74'	S50°52'17"E
L19	32.54'	S04°55'40"E
L20	22.37'	S38°50'41"E
L21	35.71'	S18°55'45"E
L22	26.35'	S23°14'08"W
L23	42.34'	S18°31'19"E
L24	44.32'	S19°26'38"E
L25	39.90'	S00°02'30"E
L26	25.91'	S36°47'34"E
L27	28.11'	S62°36'48"E
L28	31.17'	S63°28'24"E
L29	29.05'	S53°45'03"E
L30	24.07'	S70°48'57"E
L31	20.48'	S49°07'49"E
L32	32.36'	S00°47'13"W
L33	18.15'	S47°54'49"E
L34	24.84'	S01°21'01"E
L35	24.11'	S13°14'39"E
L36	26.87'	S13°41'49"E
L37	29.99'	S00°19'21"E
L38	38.78'	S36°31'51"E
L39	25.60'	S28°41'47"E
L40	19.73'	S01°18'50"W
L41	18.84'	N67°09'02"E
L42	13.03'	N01°18'50"E
L43	80.08'	S88°55'51"E
L44	54.97'	S17°49'21"W
L45	50.00'	S88°55'51"E
L46	55.55'	S01°18'50"W
L47	28.87'	S88°55'51"E
L48	125.88'	S88°55'51"E
L49	9.42'	N67°09'02"E

EASEMENT LINE TABLE

LINE	LENGTH	BEARING
L50	77.77'	S36°43'39"W
L51	83.20'	N89°51'07"W
L52	33.02'	N85°56'26"W
L53	20.11'	N85°24'05"W
L54	22.69'	S85°35'05"W
L55	43.10'	S65°44'33"W
L56	20.11'	N18°12'11"W
L57	41.72'	S65°44'33"W
L58	17.62'	S85°35'05"W
L59	18.62'	N85°24'05"W
L60	33.79'	N85°56'26"W
L61	93.95'	N89°51'07"W
L62	90.93'	S36°43'39"W

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA
C1	19.24	279.00	3°57'01"
C2	97.24	279.00	19°58'06"
C3	24.89	249.00	5°43'41"
C4	67.58	42.50	91°06'39"
C5	18.49	25.00	42°22'50"
C6	6.35	291.00	1°15'01"
C7	54.09	249.00	12°26'46"
C8	43.67	42.50	58°52'42"
C9	21.17	42.50	28°32'48"
C10	70.55	42.50	95°06'45"
C11	22.74	25.00	52°06'22"
C12	74.26	291.00	14°37'13"
C13	38.01	25.00	87°06'09"
C14	24.78	42.50	33°24'25"
C15	41.98	42.50	56°35'35"
C16	53.63	42.50	72°17'50"
C17	64.10	42.50	86°25'14"
C18	29.98	25.00	68°43'04"
C19	39.16	25.00	89°45'19"
C20	96.54	321.00	17°13'52"
C21	37.47	321.00	6°41'15"
C22	51.61	270.00	10°57'06"
C23	85.64	270.00	18°10'26"
C24	125.24	300.00	23°55'07"



NOTES
1. THE INFORMATION SHOWN HEREON REPRESENTS THE RESULTS OF A SURVEY DONE BY ME ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS DEPICTING THE GENERAL SITE CONDITIONS AT THAT TIME.
2. INSTRUMENTATION FOR THIS SURVEY WAS A LEICA TCRA 1105 PLUS TOTAL STATION AND TOPCON GR3 GPS. PROCEDURES USED IN THIS SURVEY WERE FIELD TRAVERSE AND STATIC OCCUPATIONS MEETING OR EXCEEDING STANDARDS SET BY WAC 332-130-090.

River City Land Services
PO Box 171, Snohomish, WA. 98291 (360) 568-6200

DATE:	JOB:	SHEET:	DRAWN:	CHECKED:
09/22/14	14-003	3 OF 3	TRL	DLW

