

**CITY OF MONROE
ORDINANCE NO. 026/2018**

AN ORDINANCE OF THE CITY OF MONROE,
WASHINGTON, APPROVING THE FINAL PLAT FOR
THE EAGLEMONT V SUBDIVISION (FP2018-04);
SETTING FORTH SUPPORTIVE FINDINGS;
PROVIDING FOR SEVERABILITY; AND FIXING A TIME
WHEN THE SAME SHALL BECOME EFFECTIVE

WHEREAS, approval of the preliminary plat of Eaglemont V was granted by the Monroe Hearing Examiner on January 4, 2018; and

WHEREAS, the project applicant of the preliminary plat has applied for final plat approval in accordance with Chapter 17.28 MMC, which has been reviewed and approved by all relevant City departments; and

WHEREAS, the applicant has completed and/or submitted appropriate financial guarantees for all required improvements, and all necessary inspections pursuant to Chapter 17.12.020 MMC have occurred; and

WHEREAS, the applicant has submitted for review and approval by the City Council a final plat application and map contained in Exhibit A, attached hereto and incorporated herein by this reference as if set forth in full; and

WHEREAS, City of Monroe staff has determined that all conditions of the preliminary plat have either been met or bonded for and will be satisfied prior to building permit issuance and has recommended that final plat be granted; and

WHEREAS, the Community Development Director has determined that the final plat application and map comply with all applicable standards and requirements, and has recommended approval by the City Council.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONROE,
WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Findings. The Monroe City Council hereby incorporates the above recitals as findings in support of this ordinance. The City Council further enters the following additional findings:

- A. The final plat for the subdivision known as "Eaglemont V" conforms to all the terms and conditions of the preliminary plat approval granted by the City of Monroe Hearing Examiner on January 4, 2018.
- B. The final plat meets the requirements of the state laws and the Monroe Municipal Code that was in effect at the time of Preliminary Plat application.

- C. All required plat improvements have either been constructed or have been financially secured as approved by the City Council in amounts specified by the City Engineer.
- D. The final plat has been processed and reviewed in material compliance with all applicable state and local procedural requirements.
- E. The final plat is in conformance with all applicable zoning and other land use controls.
- F. The final plat is supported by all applicable owner, staff and agency approvals, attestations, certifications and/or recommendations as required by state and local regulations.

Section 2. Final Plat Approval. Based upon the above findings, the City Council hereby approves the final plat for the Eaglemont V subdivision (FP2018-04); the Mayor, Community Development Director, and/or other appropriate City of Monroe staff members are authorized and directed to take all actions necessary in order to effectuate said approval, including without limitation issuance of any required notices.

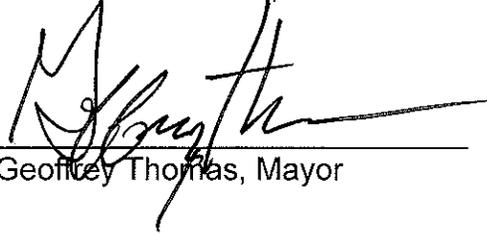
Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall be in full force and effect five (5) days from and after its passage and approval and publication as required by law.

ADOPTED by the City Council and APPROVED by the Mayor of the City of Monroe, at a regular meeting held this 13th day of November, 2018.

First/Final Reading: November 13, 2018
Published: November 16, 2018
Effective: November 21, 2018

CITY OF MONROE, WASHINGTON:



Geoffrey Thomas, Mayor

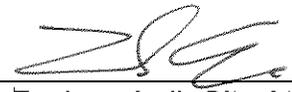
(SEAL)

ATTEST:

APPROVED AS TO FORM:



Elizabeth M. Adkisson, MMC, City Clerk



J. Zachary Lell, City Attorney

EAGLEMONT DIVISION 5

PTN OF THE NE1/4 AND SE1/4 OF THE NE1/4 OF SEC. 36, TWP. 28 N., RGE 6 EAST, W. M.
CITY OF MONROE, SNOHOMISH COUNTY, STATE OF WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT MAINVUE WA LLC., A DELAWARE LIMITED LIABILITY COMPANY, DO HEREBY DECLARE THIS PLAT AND DEDICATE TO THE PUBLIC FOREVER ALL ROADS AND WAYS AND OTHER PUBLIC PROPERTY SHOWN HEREON, AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES, WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS, AND THE RIGHT TO CONTINUE TO DRAIN THE ROADS AND WAYS OVER AND ACROSS ANY LOT OR LOTS, WHERE WATER MIGHT TAKE A NATURAL COURSE, IN THE ORIGINAL, REASONABLE GRADING OF THE ROADS AND WAYS SHOWN HEREON, FOLLOWING ORIGINAL, REASONABLE GRADING OF ROADS AND WAYS HEREON, AND 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, OR TO HAMPER PROPER ROAD DRAINAGE, 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 SUCH LOT SHALL BE DONE BY AND AT THE EXPENSE OF SUCH OWNER, BUT ONLY AFTER APPROVAL BY THE CITY ENGINEER.

THIS DEDICATION INCLUDES CONVEYANCE OF ROADS, TRACTS, UTILITY AND STORM DRAINAGE INFRASTRUCTURE, AND OTHER AREAS OF RIGHT-OF-WAY INTENDED FOR PUBLIC USE AND/OR ANY OWNERSHIP AS SHOWN ON OR OTHERWISE REFERENCED BY THE PLAT. THE EAGLEMONT HOMEOWNERS ASSOCIATION HEREBY WAIVES ALL CLAIMS AGAINST THE CITY OF MONROE AND/OR ANY OTHER GOVERNMENTAL AUTHORITY FOR DAMAGES WHICH MAY OCCUR TO THE ADJACENT LAND AS A RESULT OF THE CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SUCH FACILITIES AND IMPROVEMENTS.

TRACT 999 IS HEREBY GRANTED AND CONVEYED TO THE EAGLEMONT HOMEOWNERS ASSOCIATION (HOA) UPON THE RECORDING OF THIS PLAT.

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS.

MAINVUE WA LLC.
A DELAWARE LIMITED LIABILITY COMPANY
BY: MAINVUE HOMES LLC.
A DELAWARE LIMITED LIABILITY COMPANY

SUMITOMO FORESTRY AMERICA, INC.
A WASHINGTON CORPORATION

BY: _____
ITS: _____

BY: _____
ITS: _____

ACKNOWLEDGMENTS

STATE OF WASHINGTON ss. |
COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF MAINVUE WA., A DELAWARE LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____
SIGNATURE: _____

(PRINT NAME) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____
MY APPOINTMENT EXPIRES _____

STATE OF WASHINGTON ss. |
COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (S)HE SIGNED THIS INSTRUMENT, ON OATH STATED (S)HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF SUMITOMO FORESTRY AMERICA, INC., A WASHINGTON CORPORATION, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____
SIGNATURE: _____

(PRINT NAME) _____
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT _____
MY APPOINTMENT EXPIRES _____

LEGAL DESCRIPTION

PARCEL A: (280636-001-038-00)
THE NORTH 230 FEET OF THE WEST 855 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST OF THE W.M., IN SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THE EAST 165 FEET OF THE WEST 690 FEET;

EXCEPT THE WEST 40 FEET FOR COUNTY ROAD;

TOGETHER WITH THE SOUTH 35 FEET OF THE WEST 855 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36;

EXCEPT THE EAST 165 FEET OF THE WEST 690 FEET, AND EXCEPT THE WEST 20 FEET FOR COUNTY ROAD.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

PARCEL B: (280636-001-042-00)

THE SOUTH 35 FEET OF THE EAST 165 FEET OF THE WEST 690 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST OF THE W.M., IN SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THE NORTH 230 FEET OF THE EAST 165 FEET OF THE WEST 690 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36.

(BOTH PARCELS TOGETHER BEING KNOWN AS TRACT 2 OF SURVEY FILED IN VOLUME 2 OF SURVEYS, PAGE 254 RECORDED UNDER RECORDING NO. 23065007.)

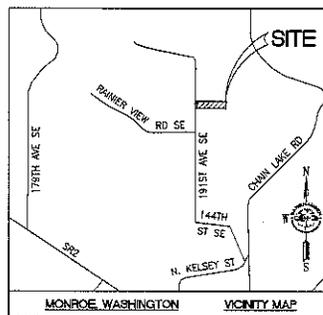
SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

RESTRICTIONS

- NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING FOR A NEW SUBDIVISION OR SHORT SUBDIVISION.
- THE PARK, TRAFFIC, AND SCHOOL IMPACT FEES ASSESSED IN ACCORDANCE WITH THE MMC SHALL BE REQUIRED AND PAID AT THE RATE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
- THE WASTEWATER SYSTEM CAPITAL IMPROVEMENT CHARGE IN ACCORDANCE WITH THE MMC SHALL BE REQUIRED AND PAID PRIOR TO BUILDING PERMIT ISSUANCE.
- STREET TREES SHALL BE INCLUDED IN THE STREET PLANTER STRIPS PER THE APPROVED LANDSCAPE PLAN. TREE TYPE, SPACING, QUANTITY, AND LOCATION SHALL BE AS DETERMINED BY THE CITY. STREET TREES SHALL BE PLANTED WHEN A STREET FRONTAGE IS FULLY OWNER OCCUPIED AND AS DIRECTED BY THE CITY OF MONROE PARKS DEPARTMENT. THE CITY WILL COORDINATE TREE PLANTINGS TO THE MOST FAVORABLE TIME OF THE YEAR FOR PLANT SURVIVAL. ALL STREET FRONTAGE LANDSCAPING/IRRIGATION IMPROVEMENTS SHALL BE BONDED UNTIL SUCH TIME THAT HOUSING CONSTRUCTION IS COMPLETED AND BONDED WORK MAY BE COMPLETED WITHOUT RISK OF CONSTRUCTION DAMAGE.
- TRACT 999 IS A DRAINAGE FACILITY TRACT AND IS HEREBY GRANTED AND CONVEYED TO THE EAGLEMONT HOMEOWNERS ASSOCIATION (HOA) UPON THE RECORDING OF THIS PLAT FOR OWNERSHIP AND MAINTENANCE.
- THE ARTICLES OF INCORPORATION FOR THE EAGLEMONT HOMEOWNERS ASSOCIATION ARE ON FILE WITH THE SECRETARY OF STATE, STATE OF WASHINGTON, IN OLYMPIA.
- THIS PLAT IS SUBJECT TO COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED UNDER AUDITOR'S FILE NO. _____

EASEMENTS

- THE PRIVATE STORM DRAINAGE EASEMENTS (PSDE) UNDER AND UPON THE EXTERIOR 10 FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS ARE HEREBY GRANTED TO THE OWNERS OF ALL LOTS WHICH HAVE A BENEFIT FROM THE EASEMENT FOR MAINTENANCE OF THE PRIVATE STORM DRAINAGE FACILITIES WHICH LIE WITHIN THE EASEMENT AREA. EXCEPT, NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.



ASSESSOR'S PARCEL NUMBERS:

280636-001-038-00 & 280636-001-042-00

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 _____ TAXES.

TREASURER, SNOHOMISH COUNTY _____ BY: _____
DEPUTY COUNTY TREASURER

APPROVALS

CITY ENGINEER

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2018.

CITY ENGINEER

COMMUNITY DEVELOPMENT DIRECTOR

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2018.

SUBDIVISION ADMINISTRATOR

CITY OF MONROE MAYOR

EXAMINED AND APPROVED THIS _____ DAY OF _____ 2018.

MAYOR _____ ATTEST: _____
CITY CLERK

EXISTING EASEMENTS

(PER CHICAGO TITLE COMPANY OF WASHINGTON COMMITMENT NO. 500948282 DATED OCTOBER 4, 2018 AT 08:00 AM)

- NOT APPLICABLE TO BE SHOWN ON SURVEY.
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO PACIFIC NORTHWEST PIPELINE CORPORATION PURPOSE: PIPELINE OR PIPELINES RECORDING DATE: JULY 12, 1997 RECORDING NO: 1244294 (NOT PLOTTABLE) BLANKET IN NATURE
- REIMBURSEMENT AGREEMENT FOR STREET AND/OR UTILITY IMPROVEMENTS AND THE TERMS AND CONDITIONS THEREOF: RECORDING DATE: AUGUST 1, 2005 AND JUNE 14, 2011 RECORDING NO.: 200508010643 AND 201108140107 (NOT PLOTTABLE) BLANKET IN NATURE
- WAIVER OF ALL CLAIMS FOR DAMAGES OF WHATEVER KIND WHICH MAY BE OCCASIONED TO ADJACENT LAND BY THE LOCATION, ESTABLISHMENT, OPENING AND MAINTENANCE OF A PUBLIC ROAD, AS PROVIDED BY INSTRUMENT RECORDING DATE: JANUARY 8, 1951 RECORDING NO: 978590 (NOT PLOTTABLE) BLANKET IN NATURE
- EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT: GRANTED TO PUGET SOUND ENERGY, INC. PURPOSE: GAS AND UTILITY DISTRIBUTION SYSTEM RECORDING DATE: MARCH 13, 2018 RECORDING NO.: 201803130689 ("AS CONSTRUCTED" OVER FACILITIES)
- SAME AS #5.
- NOT APPLICABLE TO BE SHOWN ON SURVEY.

AUDITOR'S CERTIFICATE

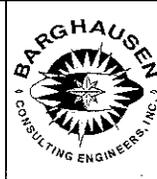
FILED FOR RECORD AT THE REQUEST OF BRIAN D. GILLOOLY, THIS _____ DAY OF _____ 2018, AT _____ MINUTES PAST _____ M, AND RECORDED IN VOL. _____ OF PLATS, PAGE _____ AFN RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

AUDITOR, SNOHOMISH COUNTY _____ BY: _____
DEPUTY COUNTY AUDITOR

LAND SURVEYOR'S CERTIFICATE

I, BRIAN D. GILLOOLY, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAT OF EAGLEMONT DIVISION 5 IS BASED ON AN ACTUAL SURVEY AND THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY AND THAT THE MONUMENTS HAVE BEEN SET AND LOT CORNERS STAKED ON THE GROUND AS SHOWN ON THE PLAT.

Brian D. Gillooly _____ 10/10/18
DATE



18215 72ND AVENUE S.
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX

CIVIL ENGINEERING, LAND PLANNING,
SURVEYING, ENVIRONMENTAL SERVICES

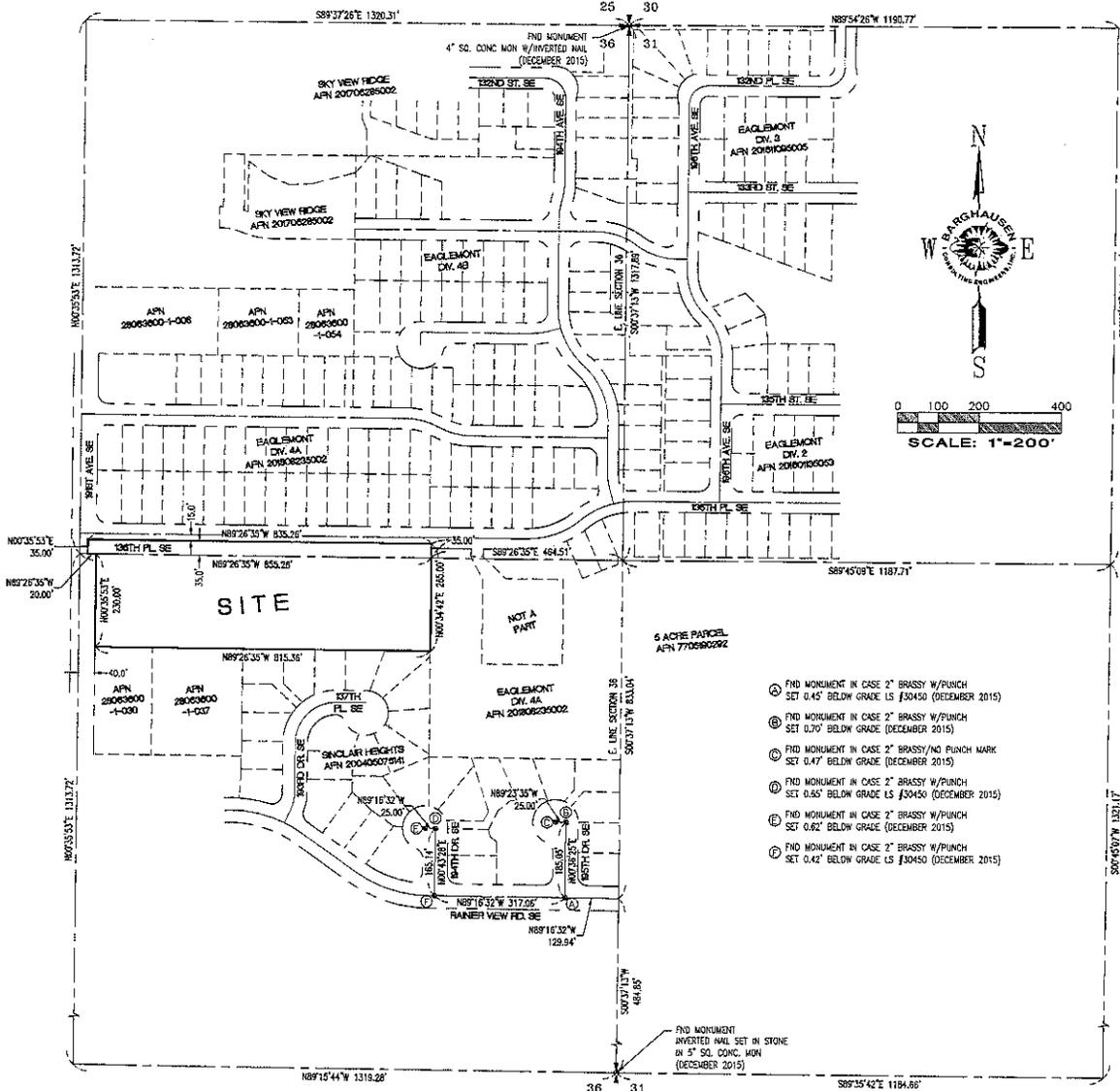
CITY OF MONROE FILE NO. PL2017-10

PTN OF THE NE1/4 & SE1/4 OF THE NE1/4
OF SEC. 36, T28N, R6E, W. M.
CITY OF MONROE, SNOHOMISH COUNTY, STATE OF WASHINGTON

SUBDIVIDER		MAINVUE WA LLC.	
1100 112TH AVE. NE, SUITE 202		BELLEVUE, WA 98004	
DWN. BY	KJR	DATE	1/18/18
CHKD. BY	BOC	SCALE	N/A
JOB NO.		18246	
SHEET		1 OF 3	

EAGLEMONT DIVISION 5

PTN OF THE NE1/4 AND SE1/4 OF THE NE1/4 OF SEC. 36, TWP. 28 N., RGE 6 EAST, W. M.
CITY OF MONROE, SNOHOMISH COUNTY, STATE OF WASHINGTON



GENERAL PUBLIC UTILITY EASEMENT PROVISIONS

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES SERVING SUBJECT PLAT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS AS SHOWN ON THE PLAT MAP. SAID EASEMENT SHALL BE TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH, BUT NOT LIMITED TO, WATER, SEWER, ELECTRIC, CABLE, TELEPHONE AND STORM DRAINAGE. SAID EASEMENT AREA SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITIONS PRIOR TO ANY MATERIAL DISTURBANCE BY THE UTILITY EXERCISING ITS RIGHTS WITHIN THIS EASEMENT AREA.

PUBLIC UTILITY EASEMENT PROVISIONS FOR THE CITY OF MONROE

AN EASEMENT FOR UTILITY PURPOSES IS HEREBY GRANTED TO THE CITY OF MONROE, A MUNICIPAL CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS AS SHOWN ON THE PLAT MAP. FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, EXPANDING, REMOVING, REPAIRING, INSPECTING, TESTING, REPLACING AND/OR USING UTILITY FACILITIES, INCLUDING WITHOUT LIMITATION CONVEYANCE LINES, PIPES AND MAINS THROUGHOUT SAID EASEMENT AREA, TOGETHER WITH ALL CONNECTIONS AND APPURTENANCES THERETO, AS WELL AS REASONABLE RIGHTS OF ACCESS AND EGRESS, SAID EASEMENT SHALL EXTEND UNDER AND UPON TRACT 999 AND OTHER EASEMENTS TO THE CITY SHOWN ON THE PLAT MAP. SAID EASEMENTS SHALL BE RESTORED BY THE CITY OF MONROE, AS NEARLY AS REASONABLY POSSIBLE TO THEIR CONDITION PRIOR TO ANY MATERIAL DISTURBANCE BY THE CITY OF MONROE IN EXERCISING THE RIGHTS OF THIS EASEMENT.

RETAINING WALL/ROCKERY EASEMENT PROVISIONS

ANY LOT THAT INCLUDES OR IS ADJACENT TO A RETAINING WALL OR ROCKERY INSTALLED BY THE DEVELOPER THAT IS ADJACENT TO OR STRADDLES ONE OF MORE PROPERTY LINES SHALL BE SUBJECT TO A PERMANENT EASEMENT GRANTED TO THE LOT OWNER ON THE OTHER SIDE OF SUCH RETAINING WALL OR ROCKERY. REPAIR AND MAINTENANCE OF SUCH RETAINING WALL OR ROCKERY SHALL BE THE SHARED RESPONSIBILITY OF THE LOT OWNERS ON BOTH SIDES OF SUCH RETAINING WALL OR ROCKERY.

THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE WALL DRAINAGE FACILITIES THEY BENEFIT FROM. EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM DRAINAGE LOCATED UPSTREAM FROM THAT POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

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 THE CITY OF MONROE (CITY) 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. CITY 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. THE PUBLIC DRAINAGE FACILITIES LOCATED IN TRACT 999 SHALL BE MAINTAINED BY THE GRANTOR UNTIL SUCH TIME THAT THE CITY FORMALLY ASSUMES MAINTENANCE RESPONSIBILITY PER THE REQUIREMENTS OF THE MONROE MUNICIPAL CODE. REGULAR MAINTENANCE SHALL INCLUDE, AT A MINIMUM, ANNUAL INSPECTION OF THE STORM WATER DRAINAGE SYSTEM, AS APPLICABLE. THE SYSTEM SHALL INCLUDE THE STORM WATER CONDUITS, DITCHES, DITCHES, SWALES, AND CATCH BASINS; STORM WATER FLOW REGULATION SYSTEM DETENTION PONDS, WAULTS, PIPE, RETENTION PONDS, FLOW REGULATION AND CONTROL STRUCTURES; INFILTRATION SYSTEMS AND WATER QUALITY CONTROL SYSTEM.

THE SCOPE OF THE 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. CITY SHALL HAVE THE PERPETUAL RIGHT OF ENTRY ACROSS ADJACENT LANDS OF THE GRANTOR FOR PURPOSES OF INSPECTING, AUDITING, OR CONDUCTING REQUIRED MAINTENANCE OF THE DRAINAGE FACILITY.
2. IF CITY INSPECTION DETERMINES THAT MAINTENANCE IS NOT BEING PERFORMED, CITY SHALL ENDEAVOR TO PROVIDE GRANTOR REASONABLE ADVANCE NOTIFICATION OF THE NEED TO PERFORM THE MAINTENANCE AND A REASONABLE OPPORTUNITY FOR GRANTOR TO PERFORM IT. IN THE EVENT THAT GRANTOR FAILS TO COMPLETE THE REQUIRED MAINTENANCE WITHIN A REASONABLE TIME PERIOD, CITY SHALL HAVE THE RIGHT TO PERFORM OR CONTRACT WITH OTHERS TO PERFORM IT AT THE SOLE EXPENSE OF THE GRANTOR. IF CITY IN ITS SOLE DISCRETION DETERMINES THAT AN IMMINENT OR PRESENT DANGER EXISTS, REQUIRED MAINTENANCE AND/OR REPAIR MAY BEGAIN IMMEDIATELY AT GRANTOR'S EXPENSE WITHOUT PRIOR NOTICE TO GRANTOR. IN SUCH EVENT, CITY SHALL PROVIDE GRANTOR WITH A WRITTEN STATEMENT AND ACCOUNTING OF ALL WORK PERFORMED AND THE FEES, CHARGES, AND EXPENSES INCURRED IN MAKING SUCH REPAIRS. GRANTOR SHALL AGREE TO REIMBURSE CITY OR PAY CITY'S VENDOR'S DIRECTLY FOR ALL REASONABLE FEES, CHARGES, AND EXPENSES IDENTIFIED IN CITY'S STATEMENT.
3. IF CITY IS REQUIRED TO ACT AS A RESULT OF GRANTOR'S FAILURE TO COMPLY WITH THIS COVENANT, CITY MAY REMOVE ANY OBSTRUCTIONS AND/OR INTERFERENCES THAT IN THE SOLE OPINION OF CITY IMPAIR THE OPERATION OF THE DRAINAGE FACILITY OR THE MAINTENANCE THEREOF. GRANTOR AGREES TO HOLD CITY, ITS OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, 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 DISPARITY, CITY MAY BRING SUIT TO RECOVER SUCH COSTS, INCLUDING ATTORNEY'S FEES, AND UPON OBTAINING A JUDGMENT, SUCH AMOUNT SHALL BECOME A LIEN AGAINST THE PROPERTY 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.

SURVEYOR'S NOTES

BASIS OF BEARINGS:
BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 28 NORTH, RANGE 6 EAST, W.M. PER THE PLAT OF SINCLAIR HEIGHTS, RECORDED UNDER AUDITOR'S FILE NO. 200405975141, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, TAKEN AS NORTH 00°37'13" EAST.

DATES OF SURVEY:
FIELD SURVEY BY BARGHAUSEN CONSULTING ENGINEERS, INC. CONDUCTED IN DECEMBER 2015. ALL MONUMENTS SHOWN AS FOUND WERE VISITED AT THAT TIME.

NARRATIVE:
THIS IS A FIELD TRAVERSE SURVEY. A TRIMBLE S6 VISION ROBOTIC TOTAL STATION, AND SPECTRA PRECISION RANGER DATA COLLECTOR WAS USED TO MEASURE THE ANGULAR AND DISTANCE RELATIONSHIPS BETWEEN THE CONTROLLING MONUMENTATION AS SHOWN. CLOSURE RATIOS OF THE TRAVERSE MET OR EXCEEDED THOSE SPECIFIED IN WAC 132-130-090. ALL INSTRUMENTS AND EQUIPMENT HAVE BEEN MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURERS' SPECIFICATIONS.

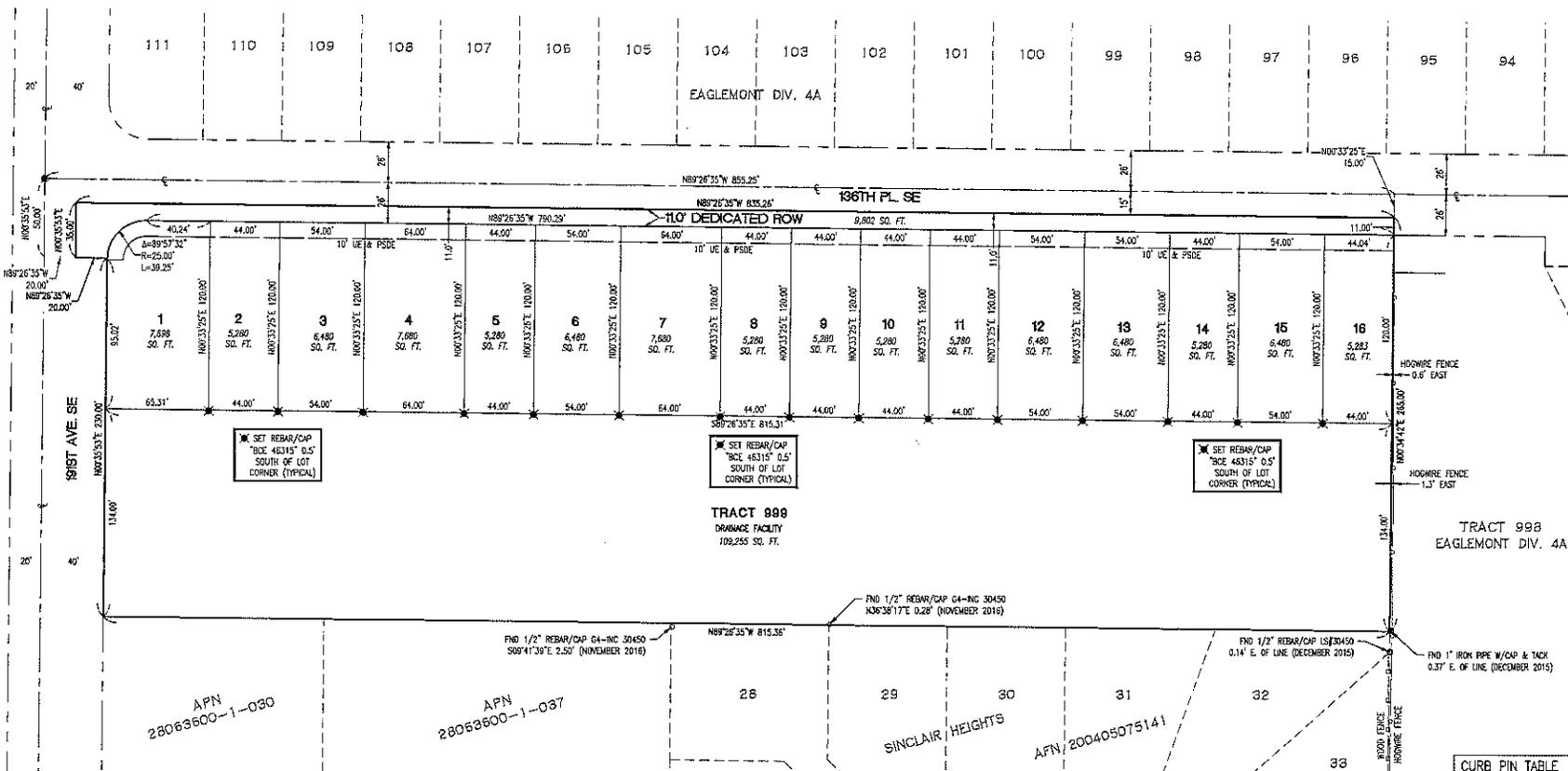


BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE S.
KENT, WA 98032
(425)251-6222
(425)251-8782 FAX
CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

CITY OF MONROE FILE NO. PL2017-01			
PTN OF THE NE1/4 & SE1/4 OF THE NE1/4 OF SEC. 36, T28N, R6E, W. M.			
CITY OF MONROE, SNOHOMISH COUNTY, STATE OF WASHINGTON			
SUBDIVIDER		MARVUE WA LLC.	
		1100 112TH AVE. NE, SUITE 202 BELLEVUE, WA 98004	
DWN. BY	KJR	DATE	1/18/18
CHKD. BY	BDG	SCALE	1" = 200'
		JOB NO.	18246
		SHEET	2 OF 3

EAGLEMONT DIVISION 5

PTN OF THE NE1/4 AND SE1/4 OF THE NE1/4 OF SEC. 36, TWP. 28 N., RGE 6 EAST, W. M.
CITY OF MONROE, SNOHOMISH COUNTY, STATE OF WASHINGTON



SET REBAR/CAP "BCE 46315" 0.5' SOUTH OF LOT CORNER (TYPICAL)

SET REBAR/CAP "BCE 46315" 0.5' SOUTH OF LOT CORNER (TYPICAL)

SET REBAR/CAP "BCE 46315" 0.5' SOUTH OF LOT CORNER (TYPICAL)

TRACT 999
DRAINAGE FACILITY
109,255 SQ. FT.

TRACT 998
EAGLEMONT DIV. 4A

LOT/TRACT #	DISTANCE
1/2	11.90'
2/3	11.65'
3/4	11.69'
4/5	11.83'
5/6	11.83'
6/7	11.84'
7/8	11.81'
8/9	11.88'
9/10	11.89'
10/11	11.90'
11/12	11.89'
12/13	11.89'
13/14	11.65'
14/15	11.84'
15/16	11.95'
16/BOUNDARY	11.81'

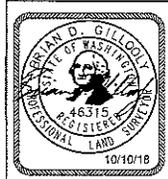
LOT ADDRESSES:

LOT	HOUSE	STREET
1	19110	136TH PL SE
2	19118	136TH PL SE
3	19132	136TH PL SE
4	19146	136TH PL SE
5	19164	136TH PL SE
6	19182	136TH PL SE
7	19190	136TH PL SE
8	19206	136TH PL SE
9	19222	136TH PL SE
10	19236	136TH PL SE
11	19244	136TH PL SE
12	19258	136TH PL SE
13	19262	136TH PL SE
14	19276	136TH PL SE
15	19284	136TH PL SE
16	19292	136TH PL SE
999	13615	136TH PL SE



- LEGEND:
- FOUND REBAR/CAP OR IRON PIPE AS NOTED
 - CITY OF MONROE STANDARD ROAD MONUMENT SET FOR PLAT OF EAGLEMONT DIVISION 4A APN
 - SET CITY OF MONROE STANDARD ROAD MONUMENT ONCE CONSTRUCTION IS COMPLETED
 - ✱ SET REBAR/CAP "BCE 46315" AT OFFSET TO TRUE CORNER
 - PSDE PRIVATE STORM DRAINAGE EASEMENT SEE EASEMENT NOTE 1 ON SHEET 1
 - UE UTILITY EASEMENT SEE UTILITY EASEMENT PROVISIONS NOTE ON SHEET 1

NOTE:
UNLESS NOTED OTHERWISE, ALL BACK LOT AND TRACT CORNERS AND ANGLE POINTS HAVE BEEN STAKED WITH A 1/2-INCH BY 24-INCH REBAR WITH PLASTIC CAP MARKED "BCE 46315" AS PLAT CONSTRUCTION IS COMPLETED. THE STREETWARD PROJECTION OF THE LOT AND/OR TRACT LINES WILL BE REFERENCED BY A MASONRY NAIL SET AT THE BACK OF THE CURB AT NO SPECIFIC DISTANCE FROM THE TRUE CORNER.



BARGHAUSEN CONSULTING ENGINEERS, INC.
18215 72ND AVENUE S.
KENT, WA 98032
(425)251-8222
(425)251-8782 FAX

CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES

CITY OF MONROE FILE NO. PL2017-01

PTN OF THE NE1/4 & SE1/4 OF THE NE1/4 OF SEC. 36, T29N, R9E, W. M.
CITY OF MONROE, SNOHOMISH COUNTY, STATE OF WASHINGTON

SUBDIVIDER: MAINVUE WA LLC
11100 112TH AVE. NE, SUITE 202
BELLEVUE, WA 98004

DWN. BY: KJR	DATE: 1/18/18	JOB NO.: 18246
CHKD. BY: BDC	SCALE: 1" = 50'	SHEET: 3 OF 3

File: \\F:\projects\182026\182026\182026.dwg User: BARGHAUSEN Date: 1/10/2018 4:07 PM Scale: 1" = 50'