A PORTION OF THE SW 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M. SNOHOMISH COUNTY, WASHINGTON

LEGAL DESCRIPTION

PARCEL A:

LOT(5) 1 & 2, SNOHOMISH COUNTY SHORT PLAT NO. ZA Ø706317 RECORDED UNDER RECORDING NO. 8906060192, BEING A PORTION OF LOT 1, BLOCK 25, ALDERWOOD MANOR NO. 5, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 79, RECORDS OF SNOHOMISH COUNTY. WASHINGTON;

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON,

PARCEL B:

LOT 2, BLOCK 25, ALDERWOOD MANOR NO. 5, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE(5) 79 THROUGH 83, INCLUSIVE, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER, ACROSS AND UNDER THE SOUTH 50 FEET OF LOT 1, BLOCK 25, ALDERWOOD MANOR NO. 5, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE(5) 79 THROUGH 03, INCLUSIVE, RECORDS OF SNOHOMISH COUNTY, WASHINGTON:

EXCEPT THAT PORTION THEREOF APPROPRIATED BY THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 1, BY DECREE ENTERED IN SNOHOMISH COUNTY SUPERIOR COURT CAUSE NO. 89532.

SITUATE IN THE COUNTY OF SNOHOMISH, STATE OF WASHINGTON.

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT SSHI, LLC DBA DR HORTON, A DELAWARE LIMITED LIABILITY COMPANY, THE UNDERSIGNED OWNER, 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.

TRACTS 995, 996, 997, 990 AND 999 ARE HEREBY GRANTED AND CONVEYED TO THE PORTAFINO 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 TRACTS. 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.

THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL ESTATE DESCRIBED HEREIN HEREBY DECLARE THIS MAP AND DEDICATE THE SAME FOR A COMMON INTEREST COMMUNITY NAMED PORTAFINO, A PLAT COMMUNITY, AS THAT TERM IS DEFINED IN THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT, SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT AND NOT FOR ANY PUBLIC PURPOSE. THIS MAP AND ANY PORTION THEREOF IS RESTRICTED BY LAW AND THE DECLARATION FOR PORTAFINO, RECORDED UNDER SNOHOMISH COUNTY RECORDING NUMBER 202103160001

IN WITNESS WHEREOF, WE SET OUR HANDS AND SEALS THIS 25 DAY OF FEBRUARY , 2021.

55HI, LEC DBA DR HORTON, A DELAWARE LIMITED LIABILITY COMPANY BY: SHLR OF WASHINGTON INC., A WASHINGTON CORPORATION, ITS MANAGER

BY: KEVIN CAPUZZI

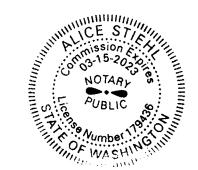
ITS: DIVISION PRESIDENT

PLAT Rec: \$187.50 3/16/2021 8:34 AM 5 PG SNOHOMISH COUNTY, WA

ACKNOWLEDGMENT

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KEVIN CAPUZZI IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT, ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE DIVISION PRESIDENT OF SSHI, LLC DBA DR HORTON, 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: February 25, 2021 (PRINT NAME): Mice Stiell NOTARY PUBLIC IN AND FOR THE STATE OF WAShington MY APPOINTMENT EXPIRES: March 15, 2023



ACKNOWLEDGMENT

STATE OF Washington

COUNTY OF Snohomish 55

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT MATTHEW J. SCHNEIDERS IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT, AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

NOTARY PUBLIC IN AND FOR THE STATE OF Washington RESIDING AT: EVERETT, WA MY APPOINTMENT EXPIRES: 3/1/207

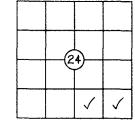


CRITICAL AREA PROTECTION AREA/EASEMENT

IN CONSIDERATION OF SNOHOMISH COUNTY CODE REQUIREMENTS, A NON-EXCLUSIVE CRITICAL AREA PROTECTION AREA/EASEMENT (CAPA/E) IS HEREBY GRANTED TO SNOHOMISH COUNTY, ITS SUCCESSORS OR ASSIGNS. SAID CAPA/E AREA IS DEPICTED ON THE APPROVED PLANS. EXCEPT AS OTHERWISE PROVIDED, THE CAPA/E 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 IN THE CAPA/E INCLUDE: (1) ON-GOING LEGALLY ESTABLISHED DEVELOPMENT ACTIVITIES, (2) DEVELOPMENT ACTIVITIES, ACTIONS REQUIRING PROJECT PERMITS, AND CLEARING LISTED AS EXEMPT PURSUANT TO SCC 30.62A.010(2); AFTER REVIEW BY THE DEPARTMENT: (3) ENHANCEMENT OF FUNCTIONS AND VALUES OF THE CRITICAL AREA OR ITS BUFFER, AND MINOR DEVELOPMENT ACTIVITIES LISTED AT SCC 30.62A.510; AND (4) EMERGENCY ACTIVITIES CONDUCTED IN ACCORDANCE WITH SCC 30.62A.530. THE RIGHT TO USE AND POSSES THE EASEMENT AREA IS RETAINED, PROVIDED THAT THE USE DOES NOT INTERFERE WITH, OBSTRUCT OR ENDANGER PURPOSE

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 CRITICAL AREA PROTECTION AREA EASEMENT.

THE LOT OWNER(5) SHALL BE RESPONSIBLE FOR OPERATING, MAINTAINING, REPAIRING AND RESTORING THE CONDITION OF THE CAPA/E IF ANY UNAUTHORIZED DISTURBANCE OCCURS. BY ACCEPTANCE OF THE EASEMENT FOR THE PURPOSES DESCRIBED, SNOHOMISH COUNTY DOES NOT ACCEPT OR ASSUME ANY LIABILITY FOR ACTS OR OMISSIONS OF THE LOT OWNER, HIS OR HER INVITEES, LICENSEES OR OTHER THIRD PARTIES WITHIN THE EASEMENT AREA. THE LOT OWNER HOLDS SNOHOMISH COUNTY HARMLESS FROM ANY CLAIM OF DAMAGE OR INJURY TO ANY PROPERTY OR PERSON BY ANY PERSON ENTERING THE EASEMENT AREA NOT EXPRESSLY AUTHORIZED TO DO SO BY SNOHOMISH COUNTY. THIS EASEMENT IS CREATED, GRANTED AND ACCEPTED FOR THE BENEFIT OF THIS SUBDIVISION AND THE GENERAL PUBLIC, BUT SHALL NOT BE CONSTRUED TO PROVIDE OPEN OR COMMON SPACE FOR OWNERS WITHIN THE SUBDIVISION OR MEMBERS OF THE PUBLIC.



SECTION 24, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M.

SHEET 1 OF 5

COUNTY ENGINEER APPROVAL

SNOHOMISH COUNTY ENGINEER

PLANNING & DEVELOPMENT SERVICES APPROVAL

EXAMINED AND APPROVED THIS 973 DAY OF March 2021.

SNOHOMISH COUNTY PLANNING & DEVELOPMENT SERVICES DIRECTOR

TREASURER'S CERTIFICATE

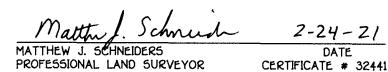
I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED, INCLUDING 2021 TAXES.

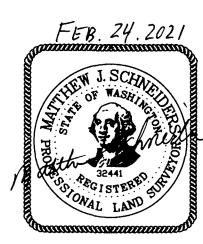
TAX PARCEL NOS. 003730-025-002-00, 003730-025-001-01, 003730-025-001-00



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 SSHI, LLC DBA DR HORTON, A DELAWARE LIMITED LIABILITY COMPANY ON 2021. I HEREBY CERTIFY THAT THIS MAP FOR PORTAFINO, A PLAT COMMUNITY IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY HEREIN DESCRIBED; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY THE WASHINGTON UNIFORM COMMON INTEREST OWNERSHIP ACT IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS, (1) TO THE EXTENT DETERMINED BY THE WALLS, FLOORS, OR CEILINGS THEREOF, OR OTHER PHYSICAL MONUMENTS. ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID MAP, OR (2) TO THE EXTENT SUCH BOUNDARIES ARE NOT DEFINED BY PHYSICAL MONUMENTS, SUCH BOUNDARIES ARE SHOWN ON THE MAP.





AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF MATTHEW J. SCHNEIDERS THIS 16 DAY OF Much 2021, AT 34 MINUTES PAST 8:00A M. AND RECORDED IN VOL. - OF PLATS.

PAGE -: AFN 202/03/6500/ _RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

GarthFell AUDITOR, SNOHOMISH COUNTY

BY: DIANA MIX
DEPUTY COUNTY AUDITOR

A.S.P.I land survexing LANNING

5205 S 2ND AVE, SUITE A EVERETT, WA 98203 (425) 252-1884

PORTAFINO

PFN: 17-119708 PSD

SW 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M.

SNOHOMISH COUNTY, WASHINGTON

1 OF 5 217060FP

PREP: 10-6-2020

REV: 2-24-2021

A5L

MJ5

△= #

A PORTION OF THE SW 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M. SNOHOMISH COUNTY, WASHINGTON

PLAT RESTRICTIONS AND COVENANTS

- 1. NO FURTHER DIVISION OF ANY LOT IS ALLOWED WITHOUT SUBMITTING 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. ALL LANDSCAPED AREAS IN PUBLIC RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE ASSOCIATION OR HIS SUCCESSOR(S) AND MAY BE REDUCED OR ELIMINATED IF DEEMED NECESSARY FOR OR DETRIMENTAL TO COUNTY ROAD PURPOSES.
- 4. CHAPTER 30.66B SCC REQUIRES NEW LOT MITIGATION PAYMENT FOR EACH SINGLE FAMILY RESIDENCE (TWICE THE AMOUNT FOR EACH DUPLEX) OF:

\$1,913.69 PER SINGLE FAMILY RESIDENCE (\$47,842.30 TOTAL) FOR MITIGATION OF IMPACTS ON COUNTY ROADS PAID TO THE COUNTY IN ACCORDANCE WITH THE PAYMENT TIMING PROVISIONS OF CHAPTER 30.66B SCC. CREDIT FOR CERTAIN EXPENDITURES MAY BE ALLOWED AGAINST SAID PAYMENTS TO THE EXTENT AUTHORIZED BY COUNTY CODE. ANY REDUCTION OF THE PER LOT AMOUNT SHALL BE DOCUMENTED IN A RECORD OF DEVELOPER OBLIGATIONS FORM.

\$573.70 PER SINGLE FAMILY RESIDENCE (\$14,344.53 TOTAL) PAID TO THE CITY OF BOTHELL FOR MITIGATION OF IMPACTS ON ITS STREETS. PROOF OF PAYMENT SHALL BE PROVIDED TO THE COUNTY.

PAYMENT OF THESE FEES IS DUE PRIOR TO OR AT THE TIME OF BUILDING PERMIT ISSUANCE, UNLESS DEFERMENT IS ALLOWED PURSUANT TO CHAPTER 30.668 SCC, FOR EACH SINGLE FAMILY RESIDENCE. NOTICE OF THESE MITIGATION PAYMENTS SHALL BE CONTAINED IN ANY DEEDS INVOLVING THIS SUBDIVISION OR THE LOTS THEREIN.

- 5. THE LOTS WITHIN THIS SUBDIVISION WILL BE SUBJECT TO SCHOOL IMPACT MITIGATION FEES FOR THE EDMONDS SCHOOL DISTRICT TO BE DETERMINED BY THE CERTIFIED AMOUNT WITHIN THE BASE FEE SCHEDULE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION, AND TO BE COLLECTED PRIOR TO BUILDING PERMIT ISSUANCE, IN ACCORDANCE WITH THE PROVISIONS OF SCC 30.66C.010. CREDIT SHALL BE GIVEN FOR TWO EXISTING LOTS. LOTS 1 AND 2 SHALL RECEIVE CREDIT.
- 6. THE DWELLING UNITS WITHIN THIS DEVELOPMENT ARE SUBJECT TO PARK IMPACT FEES AS MITIGATION FOR IMPACTS TO THE NAKEETA BEACH PARK SERVICE AREA NO. 307 OF THE COUNTY PARKS SYSTEM, IN ACCORDANCE WITH SCC 30.66A. IMPACT MITIGATION FEES SHALL BE DETERMINED BASED UPON THE RATE IN EFFECT AT THE TIME OF BUILDING PERMIT ISSUANCE.
- 7. MEMBERSHIP IN THE HOMEOWNERS ASSOCIATION 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.
- 8. ALL OPEN SPACE SHALL BE PROTECTED AS OPEN SPACE IN PERPETUITY. USE OF THE OPEN SPACE TRACTS WITHIN THIS SUBDIVISION IS RESTRICTED TO THOSE USES APPROVED FOR THE PLANNED RESIDENTIAL DEVELOPMENT, TO INCLUDE OPEN PLAY AREAS, PICNIC AREAS, RECREATION TRAIL SYSTEM, VIEWING PLATFORM, DRAINAGE FACILITIES, BENCHES, AND REQUIRED LANDSCAPE IMPROVEMENTS AS SHOWN ON THE APPROVED SITE PLAN AND THE APPROVED LANDSCAPE PLAN. COVENANTS, CONDITIONS, AND RESTRICTIONS AS RECORDED WITH THE PLAT, AND AS MAY BE AMENDED IN THE FUTURE, SHALL INCLUDE PROVISIONS FOR THE CONTINUING PRESERVATION AND MAINTENANCE OF THE USES, FACILITIES AND LANDSCAPING, WITHIN THE OPEN SPACE AS APPROVED AND CONSTRUCTED.
- 9. TREES TO BE PLANTED TO MEET THE TREE CANOPY REQUIREMENTS OF SCC 30.25.016(3) (LOCATIONS INDICATED ON THE APPROVED LANDSCAPE PLANS FOR THE PROJECT) MAY NOT BE REMOVED WITHOUT PRIOR APPROVAL FROM THE DEPARTMENT OF PLANNING AND DEVELOPMENT SERVICES AND SUBMITTAL OF DOCUMENTATION FROM A CERTIFIED ARBORIST STATING THAT REMOVAL OF ANY OF THE TREES IS NECESSARY TO PREVENT AN IMMINENT SAFETY HAZARD. ANY TREES REMOVED WITHOUT AUTHORIZATION SHALL BE SUBJECT TO A FINE AS DETERMINED UNDER CHAPTER 30.05 SCC.
- 10. ALL DWELLINGS SHALL BE PROVIDED WITH AN NFPA 13-D FIRE SUPPRESSION SYSTEM.
- 11. ANY DWELLING IN EXCESS OF 3,600 SQUARE FEET SHALL MEET THE MINIMUM REQUIRED FIRE FLOW OF APPENDIX B OF THE INTERNATIONAL FIRE CODE IN EFFECT AT THE TIME OF BUILDING PERMIT APPLICATION. A 50% REDUCTION WILL RESULT FROM THE REQUIRED INSTALLATION OF NFPA 13D AUTOMATIC FIRE SPRINKLER SYSTEMS.
- 12. ALL DEVELOPMENT WITHIN THE PLAT SHALL BE CONSISTENT WITH THE SITE PLAN AND LANDSCAPE PLAN AND OPEN SPACE/RECREATION PLANS RECEIVED ON AUGUST 26, 2020 AND APPROVED FOR CONSTRUCTION UNDER FILE NUMBER 17-119700 PSD/SPA.
- 13. ALL CRITICAL AREA PROTECTION AREAS SHALL BE LEFT PERMANENTLY UNDISTURBED IN A SUBSTANTIALLY NATURAL STATE. NO CLEARING, GRADING, FILLING, BUILDING CONSTRUCTION OF PLACEMENT, OR ROAD CONSTRUCTION OF ANY KIND SHALL OCCUR, EXCEPT THE REMOVAL OF HAZARDOUS TREES.
- 14. LOTS 1 THROUGH 25 HAVE BEEN APPROVED BASED ON AN APPROVED DRAINAGE PLAN. SEE DRAINAGE PLAN FOR DETAILS.
- 15. PRIOR APPROVAL MUST BE OBTAINED FROM THE DIRECTOR OF PUBLIC WORKS BEFORE ANY STRUCTURES, FILL OR OBSTRUCTIONS, INCLUDING FENCES, ARE LOCATED WITHIN ANY DRAINAGE EASEMENT, DELINEATED FLOOD PLAIN AREA OR DRAINAGE SWALE.
- 16. SUBJECT TO AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT FOR THE PURPOSES SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER RECORDING NUMBER 1730634. (SHOWN ON MAP)
- 17. SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RECITALS, RESERVATIONS, EASEMENTS, EASEMENT PROVISIONS, DEDICATIONS, BUILDING SETBACK LINES, NOTES AND STATEMENTS, IF ANY, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH ON SNOHOMISH COUNTY SHORT PLAT NO. ZA 8706317 RECORDED UNDER RECORDING NUMBER 8906060192. (SHOWN ON MAP)
- 18. SUBJECT TO A DISTRIBUTION AND SALE OF GAS EASEMENT FOR THE PURPOSES SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER RECORDING NUMBER 202011130774. (SHOWN ON MAP)

PLAT RESTRICTIONS AND COVENANTS (CONT.)

- 19. SUBJECT TO A CONSENT AGREEMENT (USE OF SNOHOMISH COUNTY PUBLIC UTILITY DISTRICT TRANSMISSION LINE EASEMENT) AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER RECORDING NUMBER 202012210463.
- 20. SUBJECT TO RESERVATIONS AND RECITALS CONTAINED IN DEED RECORDED UNDER RECORDING NUMBER 202012310050.
- 21. SUBJECT TO AN ELECTRIC TRANSMISSION AND/OR COMMUNICATION DISTRIBUTION LINES EASEMENT FOR THE PURPOSES SHOWN THEREIN AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT RECORDED UNDER RECORDING NUMBER 202011040107. (SHOWN ON MAP)
- 22. THIS PLAT IS SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR PORTAFINO RECORDED UNDER AUDITOR'S FILE NO. 202103/60001

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. A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALDERWOOD WATER AND WASTEWATER DISTRICT UNDER AND UPON THE EXTERIOR 10 FEET LYING PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS IN WHICH TO INSTALL, LAY, CONSTRUCT, OPERATE AND MAINTAIN SEWER AND WATER FACILITIES.
- 3. THE 15-FOOT LIMITED COMMON ELEMENT (LCE) PRIVATE SHARED DRIVEWAY EASEMENT LOCATED ON LOT 10, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO THE FUTURE OWNERS OF LOTS 9 AND 10. THE OWNERS OF SAID BENEFITED LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY SURFACE WITHIN SAID EASEMENT SERVING THEIR RESPECTIVE LOTS.
- 4. THE 10-15-FOOT PRIVATE DRAINAGE EASEMENT LOCATED ON LOTS 11, 12, 13, 14, 15, 16 AND 17, AND TRACT 998, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO THE FUTURE OWNERS OF LOTS 11, 12, 13, 14, 15, 16 AND 17. THE OWNERS OF SAID BENEFITED LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT SERVING THEIR RESPECTIVE LOTS.
- 5. THE 12-FOOT LIMITED COMMON ELEMENT (LCE) PRIVATE SHARED DRIVEWAY EASEMENT LOCATED ON LOT 17, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO THE FUTURE OWNERS OF LOTS 16 AND 17. THE OWNERS OF SAID BENEFITED LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE DRIVEWAY SURFACE WITHIN SAID EASEMENT SERVING THEIR RESPECTIVE LOTS.
- 6. THE 25-FOOT WATER AND SEWER EASEMENT LOCATED ON LOTS 15, 16, AND 17 AND TRACT 998, AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO THE ALDERWOOD WATER AND WASTEWATER DISTRICT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE WATER SYSTEM AND SANITARY SEWER SYSTEM, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. THIS EASEMENT SHALL BE FREE FROM ALL PERMANENT STRUCTURES OR OTHER STRUCTURES, SUCH AS COVERED PARKING, DECKS, OVERHANGS, SHEDS, ETC., WHICH INTERFERE WITH ALDERWOOD WATER AND WASTEWATER DISTRICT MAINTENANCE AND REPAIR RESPONSIBILITIES.
- 7. THE PUBLIC DRAINAGE EASEMENT LOCATED ON LOTS 15, 16, AND 17 AND TRACT 998, AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO SNOHOMISH COUNTY FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE STORM DRAINAGE SYSTEM, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. THIS EASEMENT SHALL BE FREE FROM ALL PERMANENT STRUCTURES OR OTHER STRUCTURES, SUCH AS COVERED PARKING, DECKS, OVERHANGS, SHEDS, ETC., WHICH INTERFERE WITH SNOHOMISH COUNTY MAINTENANCE AND REPAIR RESPONSIBILITIES.
- 8. THE 12-FOOT PRIVATE SIDE SEWER & DRAINAGE EASEMENT LOCATED ON LOT 20, AS SHOWN HEREON, IS HEREBY RESERVED AND GRANTED FOR THE FUTURE OWNERS OF LOTS 19, 20 AND 25 FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE PRIVATE SIDE SEWER AND DRAINAGE FACILITIES WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. 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 SIDE SEWER ABOVE THEIR CONNECTION, WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES.
- 9. THE 10-FOOT PRIVATE DRAINAGE EASEMENT LOCATED ON LOTS 24 AND 25, AS SHOWN HEREON, IS HEREBY GRANTED AND CONVEYED TO THE FUTURE OWNERS OF LOTS 23, 24 AND 25. THE OWNERS OF SAID BENEFITED LOTS ARE HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE FACILITIES WITHIN SAID EASEMENT SERVING THEIR RESPECTIVE LOTS.
- 10. THE 15-FOOT SEWER EASEMENT LOCATED ON LOT 10, AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO THE ALDERWOOD WATER AND WASTEWATER DISTRICT FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, OPERATING AND MAINTAINING THE SANITARY SEWER SYSTEM, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH PURPOSES. THIS EASEMENT SHALL BE FREE FROM ALL PERMANENT STRUCTURES OR OTHER STRUCTURES, SUCH AS COVERED PARKING, DECKS, OVERHANGS, SHEDS, ETC., WHICH INTERFERE WITH ALDERWOOD WATER AND WASTEWATER DISTRICT MAINTENANCE AND REPAIR RESPONSIBILITIES.

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 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 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.



A.S.P.I.

LAND SURVEYING

AND

PLANNING

5205 S 2ND AVE, SUITE A EVERETT, WA 98203 (425) 252-1884 PORTAFINO

PFN: 17-119708 PSD

5W 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M.

SNOHOMISH COUNTY, WASHINGTON

MJ5 2 OF 5

217060FP

PREP: 10-6-2020

REV: 2-24-2021

A5L

AF # 202/03/6500/

SHEET 2 OF 5

A PORTION OF THE SW 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M. SNOHOMISH COUNTY, WASHINGTON

EQUIPMENT: 3" OR LESS TOTAL STATION AND/OR GNSS NETWORK ROVER

METHOD: FIELD TRAVERSE AND/OR WASHINGTON STATE REFERENCE NETWORK GNSS

SURVEY REFERENCES

- AWM ALDERWOOD MANOR NO. 5, VOL. 9, PG5 79-83
- P TRAIL RIDGE, AF #200508245209
- 5P SHORT PLAT ZA07063175P, AF #0906060192

W5DOT - W5DOT RIGHT OF WAY PLAN, 5R 405, KING CO LINE TO JCT. SR 5, SHEET 9 OF 13, DATED JULY 13, 1965, AND SUPERIOR JCU. COURT CAUSE SCC 89532

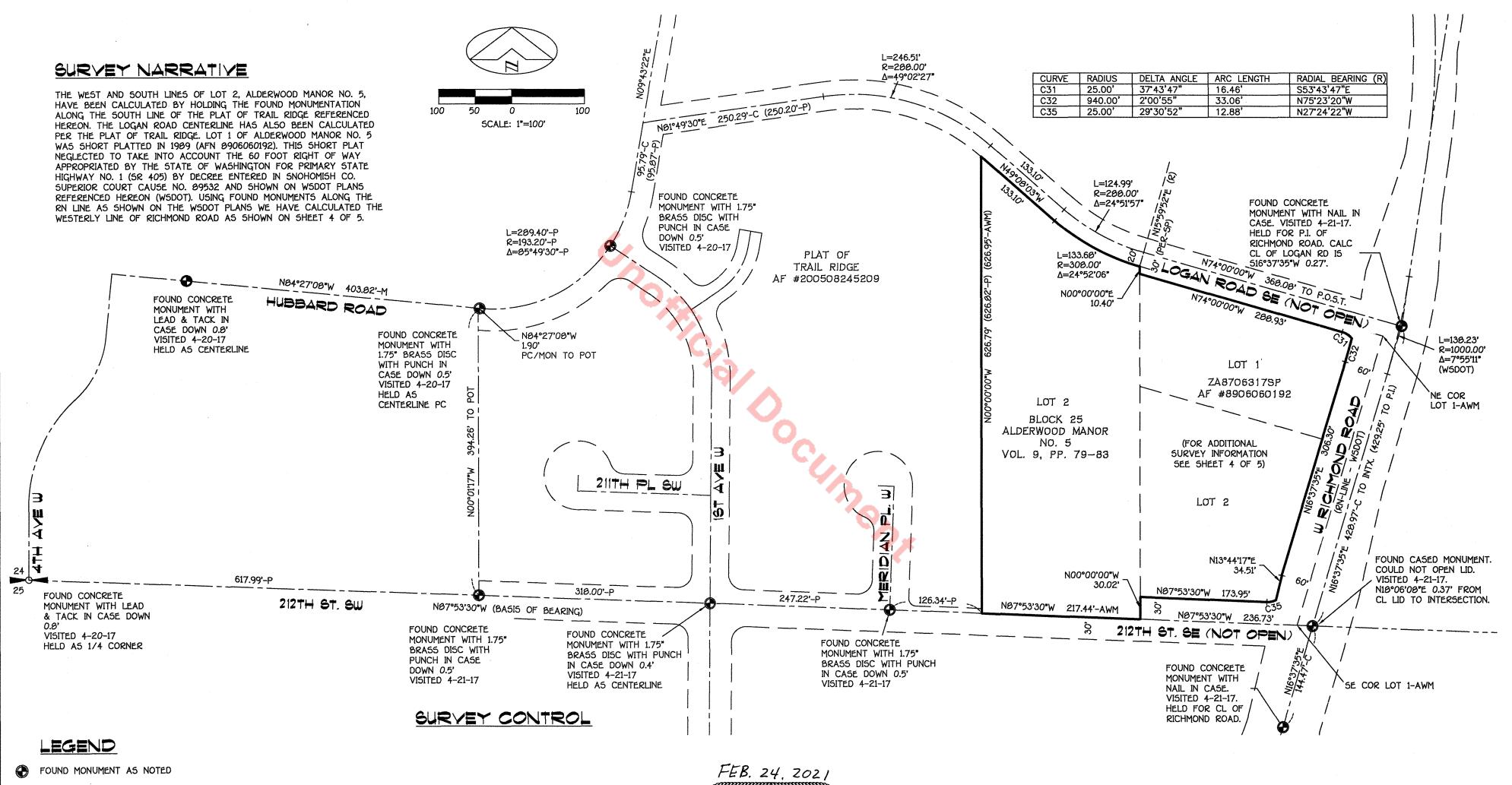
- NK PLAT OF NORTH KENMORE ACRES, VOL. 14, P. 77
- C CALCULATED

BASIS OF BEARING

5 87°53'30" W BETWEEN THE FOUND MONUMENT IN CASE AT 4TH AVE W AND 212TH ST SW AND THE FOUND MONUMENT IN CASE AT 1ST AVE W AND 212TH ST SW PER THE PLAT OF TRAIL RIDGE RECORDED UNDER SNOHOMISH COUNTY AUDITORS FILE NUMBER 200508245209.

SURVEY NOTES

THE CLOSURES OF THIS FIELD TRAVERSE CONDUCTED DURING THIS SURVEY MEET OR EXCEED THE MINIMUM CLOSURE STANDARDS STATED IN WAC 332-130-090. RECORD OF SURVEY AF #9809095002



SHEET 3 OF 5

- O FOUND SURVEY MARKER AS NOTED
- C CALCULATED
- M MEASURED
- () MEASUREMENT NOT HELD / FOR REFERENCE ONLY
- P.I. POINT OF INTERSECTION
- RAD RADIAL
- P.O.S.T. POINT ON SHORT TANGENT
- ROW RIGHT-OF-WAY
- AF # 202/03/4500/

A.S.P.I. LAND SURVEXING AND PLANNING

5205 S 2ND AVE, SUITE A EVERETT, WA 98203 (425) 252-1884

PORTAFINO

PFN: 17-119708 PSD

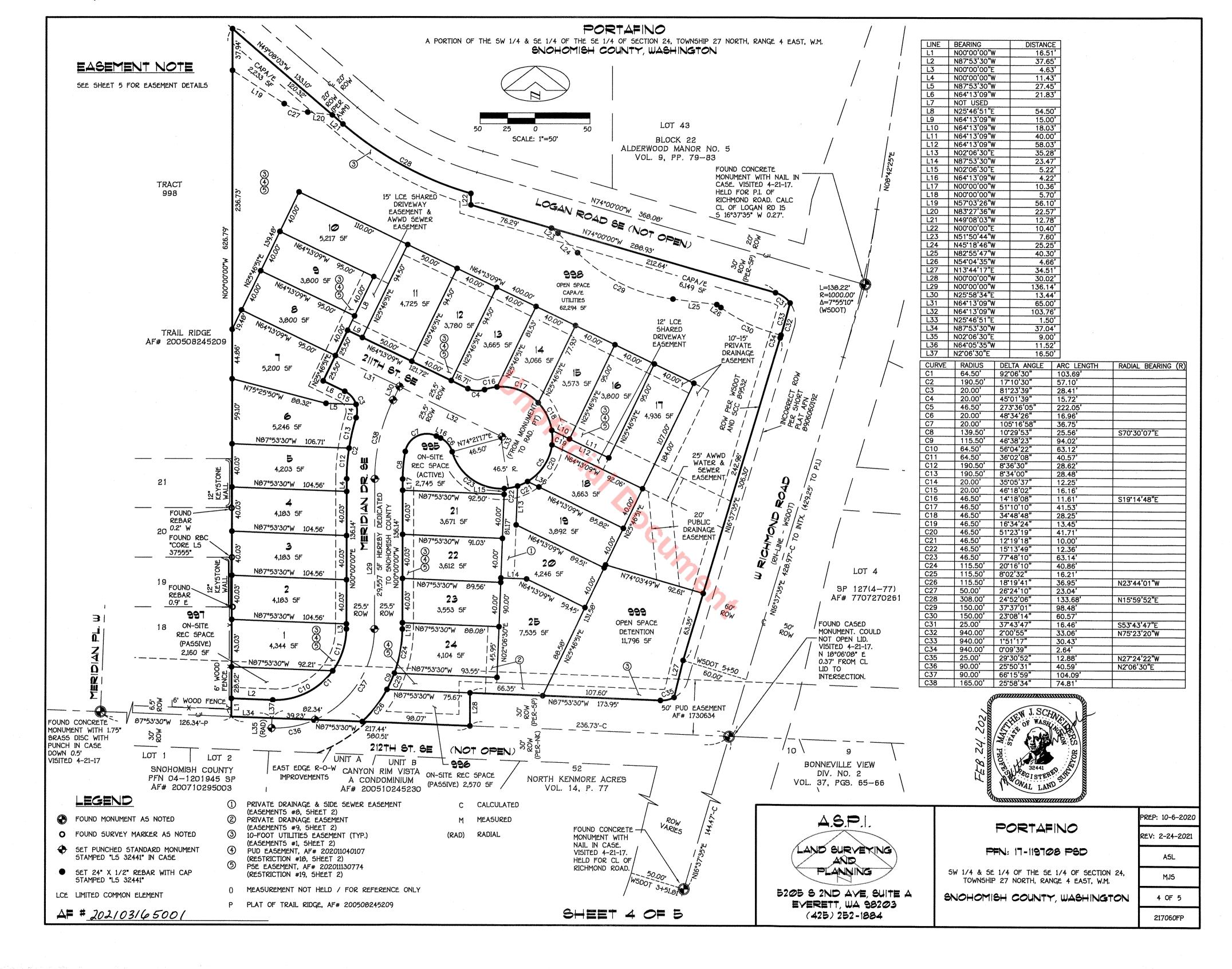
5W 1/4 & 5E 1/4 OF THE 5E 1/4 OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M.

SNOHOMISH COUNTY WASHINGTON

A5L MJ5 3 OF 5 217060FP

PREP: 10-6-2020

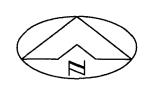
REV: 2-24-2021

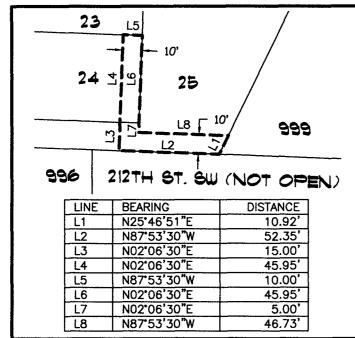


A PORTION OF THE SW 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M.

SNOHOMISH COUNTY, WASHINGTON

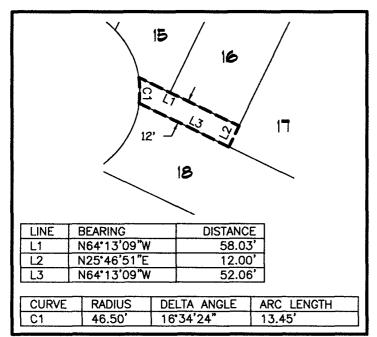
DETAILS





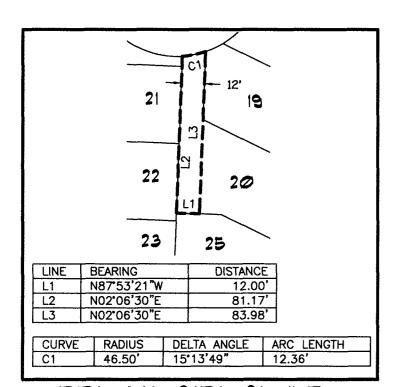
PRIVATE DRAINAGE EASEMENT DETAIL 5CALE: 1" = 50'

(SHEET 2, EASEMENT PROVISION #9)



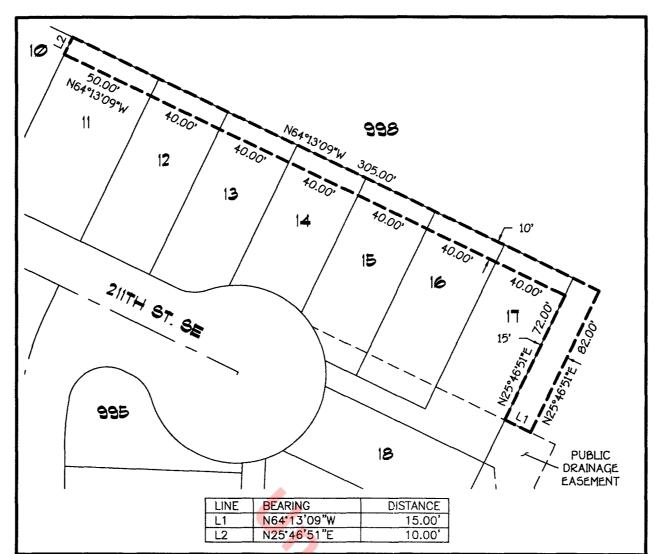
LCE PRIVATE SHARED DRIVEWAY EASEMENT DETAIL

SCALE: 1" = 50' (SHEET 2, EASEMENT PROVISION #5)



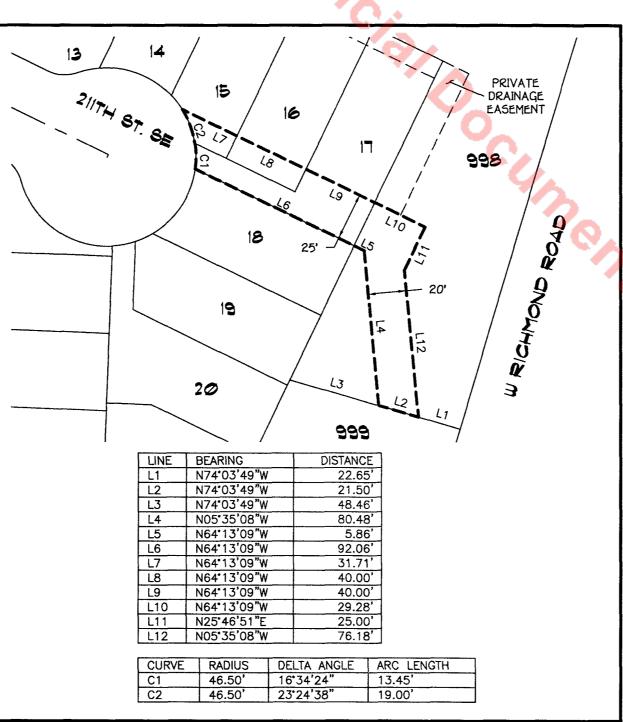
PRIVATE SIDE SEWER & DRAINAGE EASEMENT DETAIL

SCALE: 1" = 50"(SHEET 2, EASEMENT PROVISION #8)



PRIVATE DRAINAGE EASEMENT DETAIL 5CALE: 1" = 50"

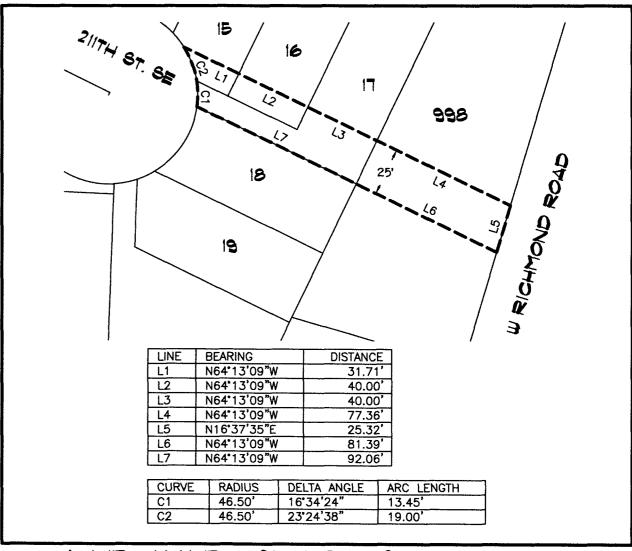
(SHEET 2, EASEMENT PROVISION #4)



PUBLIC DRAINAGE EASEMENT DETAIL

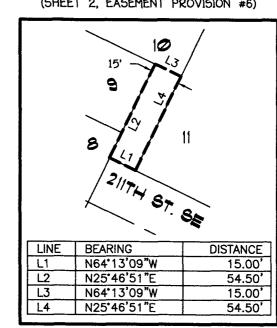
5CALE: 1" = 50' (SHEET 2, EASEMENT PROVISION #7)

SHEET 5 OF 5



AWWD WATER & SEWER EASEMENT DETAIL

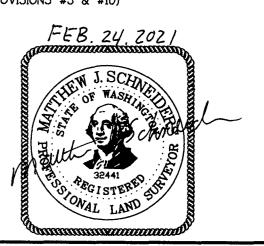
SCALE: 1" = 50' (SHEET 2, EASEMENT PROVISION #6)



LCE PRIVATE SHARED DRIVEWAY EASEMENT &

AUUD SEWER EASEMENT DETAIL

5CALE: 1" = 50'
(SHEET 2, EASEMENT PROVISIONS #3 & #10)





(425) 252-1884

PORTAFINO

PFN: 17-119708 PSD

5W 1/4 & SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 27 NORTH, RANGE 4 EAST, W.M.

SNOHOMISH COUNTY, WASHINGTON

A5L MJ5

PREP: 10-6-2020

REV: 2-24-2021

5 OF 5 217060FP

AF # 202103/6500/