Everett City Council Agenda
6:30 P.M. August 17, 2016
City Council Chambers

Roll Call

Pledge of Allegiance

Approval of Minutes: August 10, 2016

Mayor's Comments

Council Comments/Liaison Reports

Administration Update on prior business

City Attorney

Citizen Comments

COUNCIL BRIEFING AGENDA: (These items come before the City Council serving as a Council Committee of the Whole and are likely to be scheduled at a future meeting.)

(1) Grant Phase 1 Final Plat Approval for the Overlook at Riverfront

Documents:

Overlook at Riverfront.pdf

(2) Grant Final Plat Approval for the Towns at Riverfront.

Documents:

Towns at Riverfront.pdf

(3) Animal Shelter Fee Modifications Effective October 1, 2016.

Documents:

Animal Shelter-1.pdf

CONSENT ITEMS:

(4) Adopt Resolution No. ____ authorizing claims against the City of Everett in the amount of $1,403,078.95 for the period of July 30, 2016 through August 5, 2016.

Documents:

res-99.pdf

(5) Adopt Resolution No. ____ authorizing electronic transfer claims against the City of Everett in the amount of $5,875,497.29 for the period of June 1, 2016 through June 30, 2016.

Documents:

Elec-25.pdf

(6) Authorize the closure of Norton Avenue between Clinton Place and 35th Street on August 20, 2016, 10 a.m. to 11 p.m., for an annual block party, sponsored by Norton Avenue Block Watch.

Documents:

Norton-2.pdf

(7) Authorize the closure of Colby Avenue between 25th Street and Everett Avenue on August 27, 2016, 6 a.m. to 6 p.m., for the Everett Food Truck Festival, sponsored by Live in Everett, Everett Makers Market and Imagine Children's Museum.

Documents:

Food Truck-1.pdf

ACTION ITEMS:

(8) Adopt Resolution waiving public bidding requirements and approve sole source purchase of Flygt submersible pumps and replacement parts from Whitney Equipment, Inc. in the estimated amount of $200,000 including Washington State sales tax

Documents:

Submersible Pumps.pdf

(9) Award Contract for the construction of the Water Main Replacement "Q-Broadway" Project to Faber Construction in the amount of $721,228.06, including Washington State sales tax.

Documents:

Replacement Q-1.pdf

Executive Session

Adjourn

Everett City Council agendas can be found, in their entirety, on the City of Everett Web Page at www.everettwa.gov/citycouncil.

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at 425 257-8703.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Phase 1 Final Plat Approval for the Overlook at Riverfront

8/17/16	Briefing
	Proposed Action
	Consent
8/24/16	Action
	First Reading
	Second Reading
	Third Reading
	Public Hearing

COUNCIL BILL #	
Originating Department	Planning
Contact Person	John Jimerson
Phone Number	(425) 257-8737
FOR AGENDA OF	August 17, 2016
	August 24, 2016

Initialed by:
Department Head
CAA
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Riverfront Redevelopment, Simpson Site	Preliminary Plat Approval by Hearing Examiner	Final Plat Map	Planning, Public Works

Amount Budgeted	N/A	
Expenditure Required	N/A	Account Number(s):
Budget Remaining	N/A	
Additional Required	N/A	

DETAILED SUMMARY STATEMENT:

The City Council is required to approve the final plat map for all formal subdivisions before it can be recorded and the developer may sell lots. Polygon Northwest has requested final plat approval for the first phase of the subdivision of the Simpson site. The approved preliminary plat includes 235 single-family lots located within the Riverfront Planned Development Overlay. This is the first of three final plat phases. It includes creation of the first 70 lots along with supporting infrastructure and landscaping.

The preliminary plat was approved by the Hearing Examiner, and all public improvements for Phase 1 will either be completed or will have appropriate financial performance guarantee(s) in place prior to Council action.

RECOMMENDATION (Exact action requested of Council):

Grant Phase 1 Final Plat Approval for the Overlook at Riverfront.

OVERLOOK AT RIVERFRONT
PHASE I

A PORTION OF THE NW ¼, SW ¼ & SE ¼ OF THE NE ¼ AND A PORTION OF THE NW ¼ AND NE ¼ OF THE SE ¼ SECTION 32, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PRESENTS THAT POLYCON WLH, LLC, A DELAWARE LIMITED PARTNERSHIP, THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARES THIS PLAT AND DEDICATES TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, AND WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE THEREOF 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 THE 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 ROADS 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 RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FORM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS REROUTING THEREOF ACROSS ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SAID OWNER.

POLYCON WLH, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
DEREK C. STRAIGHT,
SENIOR VICE PRESIDENT – DIVISION PRESIDENT, WASHINGTON DIVISION

ACKNOWLEDGEMENTS

STATE OF)
) SS.
COUNTY OF)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016, BY STEVEN S. BENSON, POLYCON WLH, LLC, A DELAWARE LIMITED PARTNERSHIP, FOR AND ON BEHALF THEREOF.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

LEGAL DESCRIPTION

PARCEL I:
LOT 13 AS DESCRIBED AND SHOWN ON CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NO. 08-004, RECORDED APRIL, 2008 UNDER RECORDING NO. 200804080781 AND SURVEY RECORDED UNDER RECORDING NO. 200804085006, BEING A PORTION OF GOVERNMENT LOTS 2, 3 AND 6, SECTION 32, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL II:
A NON-EXCLUSIVE EASEMENT FOR SECONDARY FIRE AND EMERGENCY VEHICLE ACCESS AS ESTABLISHED BY SECONDARY FIRE ACCESS ROAD EASEMENT RECORDED UNDER RECORDING NO. 200805140924, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL III:
A NON-EXCLUSIVE EASEMENT FOR UTILITIES AND STORM DRAINAGE AS ESTABLISHED BY RECIPROCAL ACCESS, UTILITIES AND TRAIL EASEMENT AND AGREEMENT RECORDED UNDER RECORDING NO. 200805140926, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL IV:
A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, AND CONSTRUCTION AS ESTABLISHED BY RECIPROCAL TEMPORARY CONSTRUCTION AND ACCESS EASEMENTS AGREEMENT RECORDED UNDER RECORDING NO. 200805140925, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

APPROVALS

CITY OF EVERETT APPROVALS

THE CITY OF EVERETT HEREBY DETERMINES THAT THIS SUBDIVISION CONFORMS TO RCW 58.17 AND EMC TITLE 18 AND IS HEREBY APPROVED. THE CITY OF EVERETT DOES NOT IN ANY WAY WARRANT NOR GUARANTEE THE ACCURACY OF THIS RECORD OF SURVEY.

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____.

_____
CITY OF EVERETT ENGINEER

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____.

_____
DIRECTOR, CITY OF EVERETT DEPARTMENT OF PLANNING/COMMUNITY DEVELOPMENT

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____.

_____
CITY COUNCIL PRESIDENT

TREASURER'S CERTIFICATES

CITY OF EVERETT TREASURER'S CERTIFICATE

I, TREASURER OF THE CITY OF EVERETT, DO HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT ASSESSMENTS ON THE WITHIN DESCRIBED TRACT OF LAND HAVE BEEN FULLY PAID AND DISCHARGED AS OF _____ 20____.

_____
TREASURER, CITY OF EVERETT

SNOHOMISH COUNTY 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 20___ TAXES.

_____
TREASURER, SNOHOMISH COUNTY

BY:

_____
DEPUTY COUNTY TREASURER

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF CORE DESIGN INC. THIS _____ DAY OF _____ 20____,
AT _____ MINUTES PAST _____M., AND RECORDED IN VOL. _____ OF PLATS, PAGES _____ TO _____,
AFN _____, RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

_____
SNOHOMISH COUNTY AUDITOR

BY:

_____
DEPUTY COUNTY AUDITOR

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS FINAL PLAT OF OVERLOOK AT RIVERFRONT PHASE I 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 POLYCON HOMES NW, IN NOVEMBER, 2013, AND SAID SURVEY WAS BASED UPON AN ACTUAL SURVEY OF SECTION 32, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.; THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS ACTUALLY SURVEYED; THAT THE COURSES AND DISTANCES SHOWN HEREON ARE CORRECT; THAT (1) MONUMENTS AS DESCRIBED AND SHOWN HEREON, UNLESS STATED OTHERWISE HEREON, WILL BE SET AT ALL LOT CORNERS AS SHOWN; (2) MONUMENTS AS DESCRIBED AND SHOWN HEREON AS "SET" HAVE BEEN SET AS SHOWN; AND (3) ALL MONUMENTS DESCRIBED AND SHOWN HEREON THAT ARE SHOWN "TO BE SET" WITHIN THE RIGHT-OF-WAY, WITHIN AND WITHOUT THE BOUNDARY OF THIS SUBDIVISION, WILL BE SET AFTER THE STREET IS PAVED.

_____
GLENN R. SPRAGUE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 41299

GLENN R. SPRAGUE STATE OF WASHINGTON 41299 REGISTERED PROFESSIONAL LAND SURVEYOR

CORE DESIGN
ENGINEERING • PLANNING • SURVEYING
14711 N.E. 29th Pl, Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963

JOB NO. 12156S

OVERLOOK AT RIVERFRONT
PHASE I

A PORTION OF THE NW ¼, SW ¼ & SE ¼ OF THE NE ¼ AND A PORTION OF THE NW ¼ AND NE ¼ OF THE SE ¼ SECTION 32, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

RESTRICTIONS OF RECORD

THE FOLLOWING MATTERS OF RECORD WERE TAKEN FROM FIRST AMERICAN TITLE INSURANCE COMPANY, SCHEDULE B, GUARANTEE NO. 2657873, DATED MAY 12, 2016.

1. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR SEWER, WATER AND PUBLIC FACILITIES OF NOTICE OF ADDITIONAL SEWER CONNECTION CHARGES BY CITY OF EVERETT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8408230225. AFFECTS PARCEL I, AND ALL OR PORTIONS OF PARCELS II – IV.

2. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE RECORDED UNDER RECORDING NO. 1533835. AFFECTS PORTIONS IN GOVERNMENT LOT 2 AND OTHER PROPERTY. DOCUMENT IS ILLEGIBLE.

3. THIS SITE IS SUBJECT TO RESERVATIONS AND EXCEPTIONS REGARDING MINERAL RIGHTS AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8103310230. AFFECTS PARCEL I, AND ALL OR PORTIONS OF PARCELS II – IV.

4. THIS SITE IS SUBJECT TO CONDITIONS, NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS CONTAINED OR DELINEATED ON THE FACE OF THE SURVEY RECORDED UNDER RECORDING NO. 200608215004. AFFECTS PARCEL I, AND ALL OR PORTIONS OF PARCELS II – IV.

5. THIS SITE IS SUBJECT THE RESERVATIONS AND RECITALS CONTAINED IN THE DEED RECORDED UNDER RECORDING NO. 200608250618. AFFECTS PORTIONS OF PARCELS II – IV.

6. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF AN OPERATING EASEMENT AGREEMENT FOR RAIL FREIGHT SERVICE RECORDED UNDER RECORDING NO. 200608250621. AFFECTS PORTIONS OF PARCELS II – IV.

7. THIS SITE IS SUBJECT TO A MITIGATION EASEMENT AND THE TERMS AND CONDITIONS CONTAINED THEREIN RECORDED UNDER RECORDING NO. 200608250622. SAID EASEMENT HAS BEEN PARTIALLY RELEASED BY INSTRUMENTS 201305290586 AND 201305300739. SAID EASEMENT HAS BEEN REVISED BY MITIGATION EASEMENT (REVISED MITIGATION PARCEL E-1) RECORDED UNDER RECORDING NO. 201305290587. A SUBORDINATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF HAS BEEN RECORDED UNDER RECORDING NO. 201305290588. AFFECTS PORTIONS OF PARCELS II – IV.

8. THIS SITE IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES AND ENCROACHMENTS CONTAINED IN A LOT LINE ADJUSTMENT RECORDED UNDER RECORDING NO. 200804080781. AFFECTS PARCEL I, AND ALL OR PORTIONS OF PARCELS II – IV.

9. THIS SITE IS SUBJECT TO THE CONDITIONS, NOTES, EASEMENTS, PROVISIONS AND/OR ENCROACHMENTS CONTAINED OR DELINEATED ON THE FACE OF THE SURVEY RECORDED UNDER RECORDING NO. 200804085006. AFFECTS PARCEL I, AND ALL OR PORTIONS OF PARCELS II – IV.

10. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF PROPERTY DISPOSITION AGREEMENT" RECORDED UNDER RECORDING NO. 201311160486. THE PROPERTY DISPOSITION AGREEMENT HAS BEEN AMENDED 7 TIMES. SIMPSON ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070763. AFFECTS PARCEL I, AND ALL OR PORTIONS OF PARCELS II – IV.

11. THIS SITE IS SUBJECT TO A SPECIAL WARRANTY DEED WHICH INCLUDES, AMONG OTHER THINGS, EXPRESS RIGHTS TO REPURCHASE, AN OPERATION OR REPURCHASE AND RIGHTS OF REVERTER UPON BREACH OF THE AGREEMENT INCLUDING THE TERMS, COVENANTS AND PROVISIONS THEREOF, RECORDED UNDER RECORDING NO. 200805140862. AFFECTS PARCEL I, AND ALL OR PORTIONS OF PARCELS II – IV.

12. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "PUBLIC AMENITIES DEDICATION, EASEMENT AND MAINTENANCE AGREEMENT" RECORDED UNDER RECORDING NO. 200805140863. SIMPSON ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070763. AFFECTS PORTIONS OF PARCELS II – IV.

13. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "TERMINATION OF EXISTING EASEMENT AND NON-LANDFILL SITE UTILITY EASEMENTS AND ACCESS AGREEMENT" RECORDED UNDER RECORDING NO. 200805140864. SIMPSON ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070763. AFFECTS PORTIONS OF PARCELS II – IV.

14. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "GRANT OF EASEMENT FOR EXISTING LANDFILL SYSTEMS AND RELATED UTILITIES AND AGREEMENT TO MAINTAIN EASEMENT" RECORDED UNDER RECORDING NO. 200805140923. SIMPSON ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070763. AFFECTS PORTIONS OF PARCELS II – IV.

15. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "SECONDARY FIRE ACCESS ROAD EASEMENT AGREEMENT AND MAINTENANCE" RECORDED UNDER RECORDING NO. 200805140924. SIMPSON ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070763. ALSO KNOWN AS PARCEL II.

16. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RECIPROCAL TEMPORARY CONSTRUCTION AND ACCESS EASEMENTS AGREEMENT" RECORDED UNDER RECORDING NO. 200805140925. SIMPSON ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070763, ALSO KNOWN AS PARCEL IV.

17. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "RECIPROCAL ACCESS, UTILITIES, AND TRAIL EASEMENT AND AGREEMENT (SIMPSON PAD)" RECORDED UNDER RECORDING NO. 200805140926. SIMPSON ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070763. ALSO KNOW AS PARCEL III.

18. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF SIMPSON PAD ENVIRONMENTAL AND INDEMNIFICATION AGREEMENT" RECORDED UNDER RECORDING NO. 200805140928. SIMPSON ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070763. AFFECTS PARCEL I, AND ALL OR PORTIONS OF PARCELS II – IV.

19. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MITIGATION AGREEMENT EVERETT RIVERFRONT – SIMPSON SITE" RECORDED UNDER RECORDING NO. 200902110441. AFFECTS PARCEL I.

20. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "MEMORANDUM OF DEVELOPMENT AGREEMENT" RECORDED UNDER RECORDING NO. 200911050290. SIMPSON ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070763. AFFECTS PARCEL I, AND ALL OR PORTIONS OF PARCELS II – IV.

21. THIS SITE IS SUBJECT TO SUBORDINATION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF RECORDED UNDER RECORDING NO. 201307190597. AFFECTS PARCEL I, AND ALL OR PORTIONS OF PARCELS II – IV.

22. THIS SITE IS SUBJECT TO A MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 201307050570. SIMPSON ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070763. AFFECTS PARCEL I, AND ALL OR PORTIONS OF PARCELS II-IV.

23. THIS SITE IS SUBJECT TO LANDFILL ASSIGNMENT AND ASSUMPTION AGREEMENT AND THE TERMS AND CONDITIONS THEREOF, RECORDED UNDER RECORDING NO. 201311160486. AFFECTS A PORTION OF PARCEL IV.

24. THIS SITE IS SUBJECT TO RIGHTS OF THE STATE OF WASHINGTON IN AND TO THAT PORTION OF SAID PREMISES, IF ANY, LYING IN THE BED OR FORMER BED OF SNOHOMISH RIVER, IF IT IS NAVIGABLE. AFFECTS A PORTION OF PARCEL IV.

25. THIS SITE IS SUBJECT TO ANY QUESTION THAT MAY ARISE DUE TO THE SHIFTING AND/OR CHANGING IN THE COURSE OF SNOHOMISH RIVER. AFFECTS A PORTION OF PARCEL IV.

26. THIS SITE IS SUBJECT TO ANY PROHIBITION OR LIMITATION ON THE USE, OCCUPANCY OR IMPROVEMENTS OF THE LAND RESULTING FROM THE RIGHT OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY WATERS WHICH MAY COVER THE LAND OR TO USE ANY PORTION OF THE LAND WHICH IS NOW OR MAY FORMERLY HAVE BEEN COVERED BY WATER. AFFECTS A PORTION OF PARCEL IV.

27. THIS SITE IS SUBJECT TO PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES FOR COMMERCE, NAVIGATION, FISHERIES AND THE PRODUCTION OF POWER. AFFECTS A PORTION OF PARCEL IV.

NOTES

1. A SYSTEM-WIDE TRAFFIC MITIGATION FEE OF $895 PER LOT, AS CALCULATED UNDER SECTION 9.1 OF THE DEVELOPMENT AGREEMENT DATED JUNE 2, 2009, SHALL BE DUE UPON BUILDING PERMIT ISSUANCE. AFTER JUNE 2, 2017, THE FEE SHALL BE CALCULATED ACCORDING TO THE PER-TRIP FEE IN EFFECT AT THE TIME OF PERMIT ISSUANCE AS DEFINED IN EMC 16.40.

2. ALL PRIVATE LANES IN THIS PLAT SHALL BE SURFACED WITH CONCRETE PAVERS, STAMPED ASPHALT, OR OTHER DECORATIVE AND DISTINCTIVE PAVING AS APPROVED BY THE EVERETT PLANNING DIRECTOR.

3. A SCHOOL MITIGATION FEE OF $1,094.00 PER HOUSE SHALL BE DUE UPON BUILDING PERMIT ISSUANCE.

4. A LANDSCAPE PLAN FOR INDIVIDUAL LOTS SHALL BE PROVIDED AT THE TIME OF BUILDING PERMIT. EACH LOT SHALL HAVE A MINIMUM OF ONE TREE IN THE FRONT YARD. LANDSCAPING SHALL BE PROVIDED ALONG PRIVATE LANES AND PRIVATE ALLEYS.

5. EACH LOT SHALL CONTAIN A MINIMUM 225 SQUARE FOOT YARD AREA WITH A MINIMUM DIMENSION OF 15 FEET. NO ACCESSORY BUILDINGS ARE ALLOWED WITHIN THE REQUIRED YARD AREA.

6. HOUSE DESIGNS FOR BUILDING PERMITS SHALL INCLUDE THE FOLLOWING FEATURES:
   A) WINDOWS INCORPORATED AS PART OF THE GARAGE DOORS.
   B) A MINIMUM OF THREE (3) HOUSE DESIGNS. IDENTICAL HOUSE TYPES MUST BE SEPARATED BY AT LEAST TWO DIFFERENT DESIGNS.
   C) THE MAIN ENTRANCE TO EACH HOUSE MUST HAVE A COVERED AREA OF 36 SQUARE FEET, MUST BE A MINIMUM OF 4.00 FEET IN ANY DIRECTION AND MUST BE ORIENTED TOWARDS THE STREET OR ACCESS LANE.
   D) ALL OTHER BUILDING DESIGN REQUIREMENTS CITED IN DEVELOPMENT AGREEMENT.

7. THE OVERLOOK AT RIVERFRONT HOMEOWNERS ASSOCIATION (HOA) WAS ESTABLISHED ON _____, 2016.

8. TRACT 999 IS HEREBY CONVEYED TO THE CITY OF EVERETT UPON THE RECORDING OF THIS PLAT FOR THE PURPOSE OF OPEN SPACE AND WETLAND BUFFER. ANY TRAIL SYSTEM, RAIN GARDEN OR STORM-WATER DISPERSION TRENCH WITHIN THIS TRACT SHALL BE MAINTAINED BY THE HOA.

9. TRACT 998 IS HEREBY CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT FOR THE PURPOSE OF OPEN SPACE. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE WITHIN SAID TRACT.

10. TRACTS 997, 992 AND 990 ARE HEREBY CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT FOR THE PURPOSES OF OPEN SPACE, UTILITIES AND PARKING. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE, PRIVATE UTILITY AND PARKING FACILITIES WITHIN SAID TRACTS.

11. TRACTS 996, 995, 994, 991, 989, 987-1 AND 988-1 ARE HEREBY CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT FOR THE PURPOSES OF ACCESS AND UTILITIES. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ACCESS AND PRIVATE UTILITY FACILITIES WITHIN SAID TRACTS.

12. TRACTS 993, 988, 986-1, 957, 956, 955, 954 AND 953 ARE HEREBY CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT FOR THE PURPOSES OF OPEN SPACE AND UTILITIES. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE AND PRIVATE UTILITY FACILITIES WITHIN SAID TRACTS.

13. TRACTS 800 AND 801 SHALL REMAIN OWNED AND MAINTAINED BY POLYGON WLH, LLC FOR THE PURPOSE OF FUTURE DEVELOPMENT.

LOT ADDRESSING

LOT NO.	HOUSE NUMBER	STREET NAME
101	XXXX	RIVERFRONT BOULEVARD
102	XXXX	RIVERFRONT BOULEVARD
103	XXXX	RIVERFRONT BOULEVARD
104	XXXX	RIVERFRONT BOULEVARD
105	XXXX	RIVERFRONT BOULEVARD
106	XXXX	RIVERFRONT BOULEVARD
107	XXXX	RIVERFRONT BOULEVARD
108	XXXX	RIVERFRONT BOULEVARD
109	XXXX	RIVERFRONT BOULEVARD
110	XXXX	50TH COURT SOUTH
111	XXXX	50TH COURT SOUTH
112	XXXX	50TH COURT SOUTH
113	XXXX	50TH COURT SOUTH
114	XXXX	50TH COURT SOUTH
115	XXXX	50TH COURT SOUTH
116	XXXX	50TH COURT SOUTH
117	XXXX	50TH COURT SOUTH
118	XXXX	SOUTH 322ND STREET
119	XXXX	49TH AVENUE SOUTH
120	XXXX	49TH AVENUE SOUTH
121	XXXX	49TH AVENUE SOUTH
122	XXXX	49TH AVENUE SOUTH
123	XXXX	49TH AVENUE SOUTH
124	XXXX	49TH AVENUE SOUTH
125	XXXX	49TH AVENUE SOUTH
126	XXXX	49TH AVENUE SOUTH
127	XXXX	49TH AVENUE SOUTH
128	XXXX	49TH AVENUE SOUTH
129	XXXX	49TH AVENUE SOUTH
130	XXXX	49TH AVENUE SOUTH
131	XXXX	SOUTH 324TH STREET
132	XXXX	SOUTH 324TH STREET
133	XXXX	SOUTH 324TH STREET
134	XXXX	SOUTH 324TH STREET
135	XXXX	SOUTH 324TH STREET
136	XXXX	SOUTH 324TH STREET
137	XXXX	SOUTH 324TH STREET
138	XXXX	SOUTH 324TH STREET
139	XXXX	SOUTH 324TH STREET
140	XXXX	SOUTH 324TH STREET
141	XXXX	SOUTH 324TH STREET
142	XXXX	SOUTH 324TH STREET
143	XXXX	SOUTH 325TH STREET
144	XXXX	SOUTH 325TH STREET
145	XXXX	SOUTH 325TH STREET
146	XXXX	SOUTH 325TH STREET
147	XXXX	50TH AVENUE SOUTH
148	XXXX	50TH AVENUE SOUTH
149	XXXX	50TH AVENUE SOUTH
150	XXXX	50TH AVENUE SOUTH
151	XXXX	SOUTH 325TH STREET
152	XXXX	SOUTH 325TH STREET
153	XXXX	SOUTH 325TH STREET
154	XXXX	SOUTH 325TH STREET
155	XXXX	SOUTH 325TH STREET
156	XXXX	SOUTH 325TH STREET
157	XXXX	49TH AVENUE SOUTH
158	XXXX	49TH AVENUE SOUTH
159	XXXX	49TH AVENUE SOUTH
160	XXXX	49TH AVENUE SOUTH
161	XXXX	49TH AVENUE SOUTH
162	XXXX	49TH AVENUE SOUTH
163	XXXX	49TH AVENUE SOUTH
164	XXXX	49TH AVENUE SOUTH
165	XXXX	49TH AVENUE SOUTH
166	XXXX	49TH AVENUE SOUTH
167	XXXX	49TH AVENUE SOUTH
168	XXXX	49TH AVENUE SOUTH
169	XXXX	49TH AVENUE SOUTH
170	XXXX	49TH AVENUE SOUTH

SURVEY NOTES

1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE CO. SUBDIVISION GUARANTEE NO. 2657873, DATED MAY 12, 2016. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE. CORE DESIGN, INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE INSURANCE COMPANY'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.

2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN DECEMBER OF 2012.

3. ALL DISTANCES ARE IN FEET.

4. THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION 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 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

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JOB NO. 12156S

OVERLOOK AT RIVERFRONT
PHASE I

A PORTION OF THE NW ¼, SW ¼ & SE ¼ OF THE NE ¼ AND A PORTION OF THE NW ¼ AND NE ¼ OF THE SE ¼ SECTION 32, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

EASEMENT PROVISIONS

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS SERVING THIS PLAT UNDER AND UPON THE EXTERIOR FIVE (5.00) FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACTS OR AS SHOWN HEREON AS "JOINT UTILITY EASEMENT" 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 WATER, ELECTRICITY, TELEPHONE AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE LOTS AND TRACTS AT ALL TIMES FOR THE PURPOSES HEREIN STATED PROVIDED THAT FOLLOWING ANY WORK, THE EASEMENT AREA SHALL BE RESTORED AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION.

2. A PUBLIC TRAIL EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS FOR PUBLIC PEDESTRIAN PURPOSES OVER THE PUBLIC TRAIL, AS CONSTRUCTED, WITHIN THOSE PORTIONS OF TRACTS 999 AND 998 AS APPROXIMATELY SHOWN HEREON. THE HOA IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRAIL FACILITIES WITHIN SAID EASEMENT.

3. A PUBLIC TRAIL EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS FOR PUBLIC PEDESTRIAN PURPOSES OVER THE PUBLIC TRAIL, AS CONSTRUCTED, WITHIN THOSE PORTIONS OF TRACTS 999 AND 998 AS APPROXIMATELY SHOWN HEREON. THE CITY OF EVERETT IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF SAID TRAIL FACILITIES WITHIN SAID EASEMENT.

4. A PUBLIC TRAIL SIGNAGE EASEMENT OVER AND UPON PORTIONS OF TRACTS 999 AND 998 AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS. SAID EASEMENT IS 5' X 5' SQUARE, CENTERED UPON THE POST, AS INSTALLED. THE CITY SHALL HAVE THE RIGHT TO OPERATE, MAINTAIN, REPAIR AND REPLACE THE SIGNAGE WITHIN SAID EASEMENT TOGETHER WITH THE RIGHT TO ACCESS SAID EASEMENT AREA FROM THE RIGHT-OF-WAY FOR SUCH PURPOSES.

5. A PUBLIC ACCESS EASEMENT OVER AND UPON ALL TRAILS AND OPEN SPACE AS SHOWN HEREON, IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS.

6. A PRIVATE STORM WATER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE HOA OVER THE STORM DRAIN, RAIN GARDEN AND DISPERSION TRENCH FACILITIES AS CONSTRUCTED WITHIN TRACT 999 AND AS SHOWN ON LOTS 152, 153, 156 AND 161. THE HOA HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN THE STORM DRAIN, RAIN GARDEN AND DISPERSION TRENCH FACILITIES WITHIN THE EASEMENT AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES.

7. A PUBLIC WATER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS OVER, UNDER, AND UPON THOSE PORTIONS OF TRACTS 998, 997, AND 953 AS SHOWN HEREON. THE CITY HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN PUBLIC WATER IMPROVEMENTS WITHIN THE EASEMENT AREA AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES.

8. A PUBLIC SEWER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS OVER, UNDER, AND UPON THAT PORTION OF TRACT 997 AS SHOWN HEREON FOR THE PURPOSE OF A SANITARY SEWER LIFT STATION. THE CITY HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN THE LIFT STATION IMPROVEMENTS WITHIN THE EASEMENT AREA AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES.

9. A PUBLIC ACCESS AND UTILITY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS OVER, UNDER, AND UPON TRACTS 996, 995, 994, 991, 987-1 AND 989-1. THE CITY HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN PUBLIC UTILITY IMPROVEMENTS WITHIN THE EASEMENT AREAS AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES. MAINTENANCE OF THE ACCESS FACILITIES WITHIN SAID TRACTS SHALL BE THE RESPONSIBILITY OF THE HOA.

10. THE 5.00 FOOT WIDE PRIVATE WATER EASEMENT AS SHOWN ON TRACT 986-1 IS FOR THE BENEFIT OF LOT 117. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.

11. THE 10.00 FOOT WIDE PRIVATE WATER EASEMENT AS SHOWN ON TRACT 986-1, CENTERED ON THE PROLONGATION OF THE LINE BETWEEN LOTS 118 AND 119, IS FOR THE BENEFIT OF LOTS 118 AND 119. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.

12. THE 10.00 FOOT WIDE PRIVATE WATER EASEMENT AS SHOWN ON TRACT 986-1, CENTERED ON THE PROLONGATION OF THE LINE BETWEEN LOTS 120 AND 121, IS FOR THE BENEFIT OF LOTS 120 AND 121. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.

13. THE 5.00 FOOT WIDE PRIVATE WATER EASEMENT AS SHOWN ON TRACT 986-1, IS FOR THE BENEFIT OF LOT 122. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.

14. THE 10.00 FOOT WIDE PRIVATE WATER EASEMENT AS SHOWN ON TRACT 988-1, CENTERED ON THE PROLONGATION OF THE LINE BETWEEN LOTS 123 AND 124, IS FOR THE BENEFIT OF LOTS 123 AND 124. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.

15. THE 10.00 FOOT WIDE PRIVATE WATER EASEMENT AS SHOWN ON TRACT 988-1, CENTERED ON THE PROLONGATION OF THE LINE BETWEEN LOTS 125 AND 126, IS FOR THE BENEFIT OF LOTS 125 AND 126. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.

16. THE PRIVATE WATER EASEMENT LYING ON THE EAST 5.00 FEET OF LOTS 130 AND 131, TOGETHER WITH THE EAST 5.50 FEET OF THE SOUTHEAST 5.00 FEET, ALL LYING WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1), IS FOR THE BENEFIT OF LOTS 130 AND 131. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.

17. THE PRIVATE WATER EASEMENT AS SHOWN ON TRACT 997, AND WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) ON LOTS 153 AND 154 IS FOR THE BENEFIT OF LOTS 153, 154 AND 155. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.

18. THE PRIVATE WATER EASEMENT AS SHOWN ON TRACT 953, AND WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) ON LOTS 157 AND 158 IS FOR THE BENEFIT OF LOTS 156, 157 AND 158. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.

19. THE PRIVATE WATER EASEMENT AS SHOWN ON TRACT 953 AND WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) ON LOTS 159 AND 160 IS FOR THE BENEFIT OF LOTS 159, 160 AND 161. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.

20. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOTS 101 AND 102 IS FOR THE BENEFIT OF LOTS 101 AND 102. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

21. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOT 104 IS FOR THE BENEFIT OF LOT 105. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

22. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOT 106 IS FOR THE BENEFIT OF LOT 107. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

23. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOT 108 IS FOR THE BENEFIT OF LOT 109. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

24. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOTS 111 AND 112 IS FOR THE BENEFIT OF LOTS 110 AND 111. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

25. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOT 114 IS FOR THE BENEFIT OF LOT 113. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

26. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOT 116 IS FOR THE BENEFIT OF LOT 115. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

27. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON TRACT 988-1 AND LOT 126, TOGETHER WITH THAT PORTION OF TRACT 988-1 AND LOT 126 AS SHOWN ON DETAIL 'B', SHEET 7 IS FOR THE BENEFIT OF LOTS 123 THROUGH 125 AND FUTURE LOTS 224 AND 225. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

28. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOTS 127 AND 128 IS FOR THE BENEFIT OF LOTS 127 AND FUTURE LOT 212. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

29. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOTS 130 AND 131 IS FOR THE BENEFIT OF LOTS 129, 131 AND 132. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

30. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOTS 133 IS FOR THE BENEFIT OF FUTURE LOTS 234, 235 AND 236. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

31. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOTS 135 THROUGH 137 IS FOR THE BENEFIT OF LOTS 134 THROUGH 136. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

32. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOT 138 IS FOR THE BENEFIT OF LOT 139. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

33. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOTS 140 AND 141 IS FOR THE BENEFIT OF LOTS 141 AND 142. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

34. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOT 143 IS FOR THE BENEFIT OF FUTURE LOTS 237 AND 238. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

35. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOTS 145 THROUGH 148 IS FOR THE BENEFIT OF LOTS 144 THROUGH 147. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

36. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOTS 150 THROUGH 152 IS FOR THE BENEFIT OF LOTS 149 THROUGH 151. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

37. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOT 154 IS FOR THE BENEFIT OF LOTS 153 AND 155. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

38. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOT 157 IS FOR THE BENEFIT OF LOTS 156 AND 158. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

39. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOT 160 IS FOR THE BENEFIT OF LOTS 159 AND 161. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

40. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON TRACT 993, AND LOTS 162 THROUGH 164 IS FOR THE BENEFIT OF LOTS 162 THROUGH 165. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

41. THE PRIVATE STORM DRAINAGE EASEMENT WITHIN THE "JOINT UTILITY EASEMENT" (E.P. 1) AS SHOWN ON LOTS 167 THROUGH 169 IS FOR THE BENEFIT OF LOTS 166 THROUGH 170. THE OWNERS OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE STORM DRAIN FACILITY THEY HAVE THE BENEFIT OF USE.

42. THE PRIVATE SANITARY SEWER EASEMENT SHOWN ON LOT 102 IS FOR THE BENEFIT OF LOT 101. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE SANITARY SEWER FACILITY THEY HAVE THE BENEFIT OF USE.

43. THE PUBLIC SANITARY SEWER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS OVER, UNDER, AND UPON THAT PORTION OF TRACT 992 AS SHOWN HEREON. THE CITY HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN PUBLIC WATER IMPROVEMENTS WITHIN THE EASEMENT AREA AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES.

44. THE PRIVATE USE EASEMENT SHOWN ON LOTS 101 THROUGH 128 AND 133 THROUGH 152 ARE FOR THE BENEFIT OF THE RESPECTIVE LOTS LYING ADJACENT TO THE USE EASEMENT. THE LENGTH OF THE USE EASEMENT SHALL BE TO THE LOCATION OF THE FENCE, AS INSTALLED, AND THE WIDTH OF THE EASEMENT SHALL BE TO THE LOCATION OF THE FENCE OR SIDE OF THE BURDENED LOT HOME, AS CONSTRUCTED. MAINTENANCE AND USE RESPONSIBILITIES ARE DESCRIBED AS FOLLOWS:

   A) THE OWNERS OF SAID BENEFITTED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THAT PORTION OF THE BURDENED LOT THEY HAVE THE BENEFIT OF USE.

   B) THE OWNERS OF SAID BENEFITTED LOTS SHALL NOT INSTALL, PLANT OR CONSTRUCT ANY IMPROVEMENT WITHIN THE EASEMENT AREA THAT MAY CAUSE DAMAGE TO THE BURDENED LOT OR STRUCTURE THEREON.

   C) ANY HARM OR DAMAGE TO THE BURDENED LOTS AS A RESULT OF NEGLIGENT MAINTENANCE OR IMPROPER USE SHALL BE THE RESPONSIBILITY OF THE BENEFITTED LOT.

   D) THE OWNERS OF SAID BURDENED LOTS SHALL RETAIN THE RIGHTS TO ENTER SAID USE EASEMENT FOR THE PURPOSES OF MAINTAINING THE IMPROVEMENTS WITHIN SAID EASEMENT THAT THEY HAVE THE BENEFIT OF USE PROVIDED THAT FOLLOWING ANY WORK, THE EASEMENT AREA SHALL BE RESTORED AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION.

   E) MAINTENANCE RESPONSIBILITIES OF THE FENCING THAT DEFINES THE USE EASEMENT SHALL BE SHARED BY THE BURDENED AND BENEFITTED LOTS.

   F) THE EXTENTS OF THE EASEMENT AREA SHALL NOT BE CHANGED WITHOUT WRITTEN CONSENT BY THE OWNERS OF BOTH THE BURDENED AND BENEFITTED LOTS AFFECTED. SAID CONSENT SHALL BE AN EASEMENT AGREEMENT, RECORDED WITH SNOHOMISH COUNTY, THAT DEFINES THE NEW LIMITS OF THE EASEMENT AREA.

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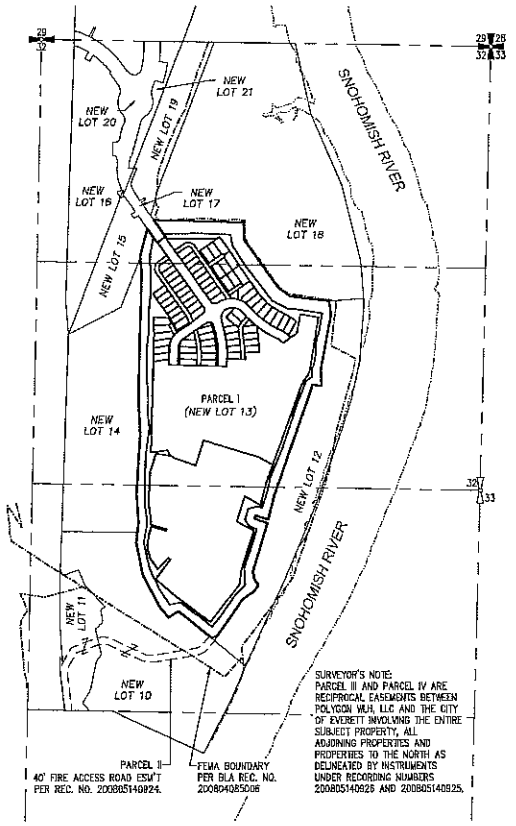
JOB NO. 12156S

OVERLOOK AT RIVERFRONT
PHASE I

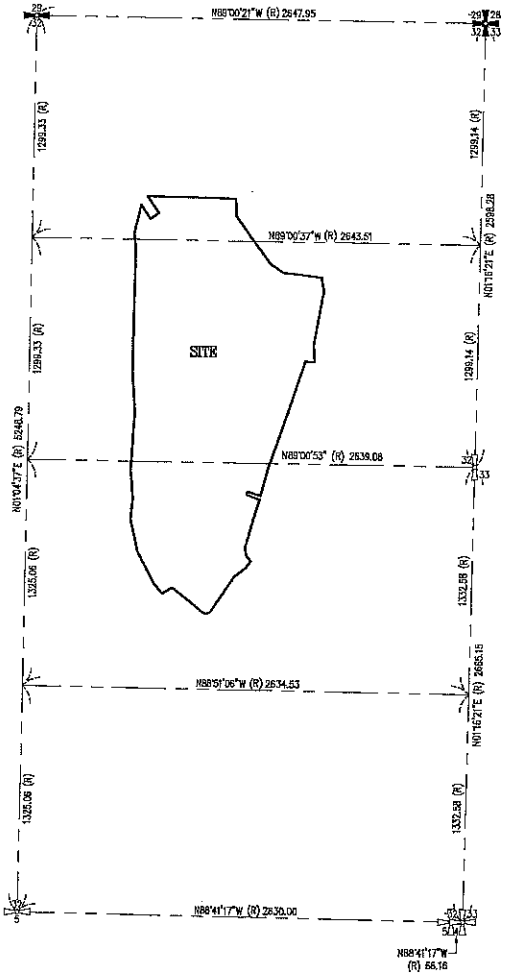
A PORTION OF THE NW ¼, SW ¼ & SE ¼ OF THE NE ¼ AND A PORTION OF THE NW ¼ AND NE ¼ OF THE SE ¼ SECTION 32, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON



SCALE: 1" = 500'

0 250' 500' 1000'

OVERALL VIEW AND SECTION BREAKDOWN

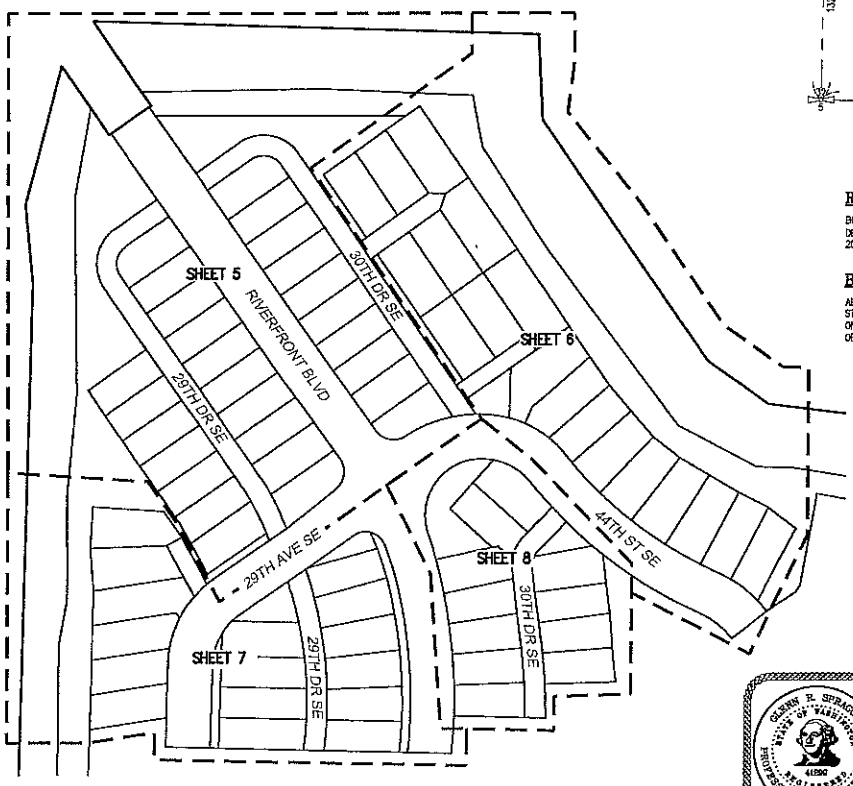


REFERENCE SURVEY (R)

BOUNDARY LINE ADJUSTMENT AND RECORD OF SURVEY FOR THE CITY OF EVERETT PUBLIC WORKS DEPARTMENT RECORDED APRIL 8TH, 2008, RECORDED UNDER AUDITOR'S FILE NUMBER 200804085006, RECORDS OF SNOHOMISH COUNTY, WA.

BASIS OF BEARING

ALL DISTANCES SHOWN ON THIS SURVEY ARE GROUND DISTANCES. TO CONVERT DISTANCES TO STATE PLANE, SCALE BY THE PROJECT COMBINED FACTOR OF 0.999948358. BEARINGS ARE BASED ON WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83/91), BASED ON GPS OBSERVATIONS FROM CITY OF EVERETT PRIMARY CONTROL POINTS E077, E125 AND E126.



SCALE: 1" = 100'

0 50 100 200

SHEET INDEX

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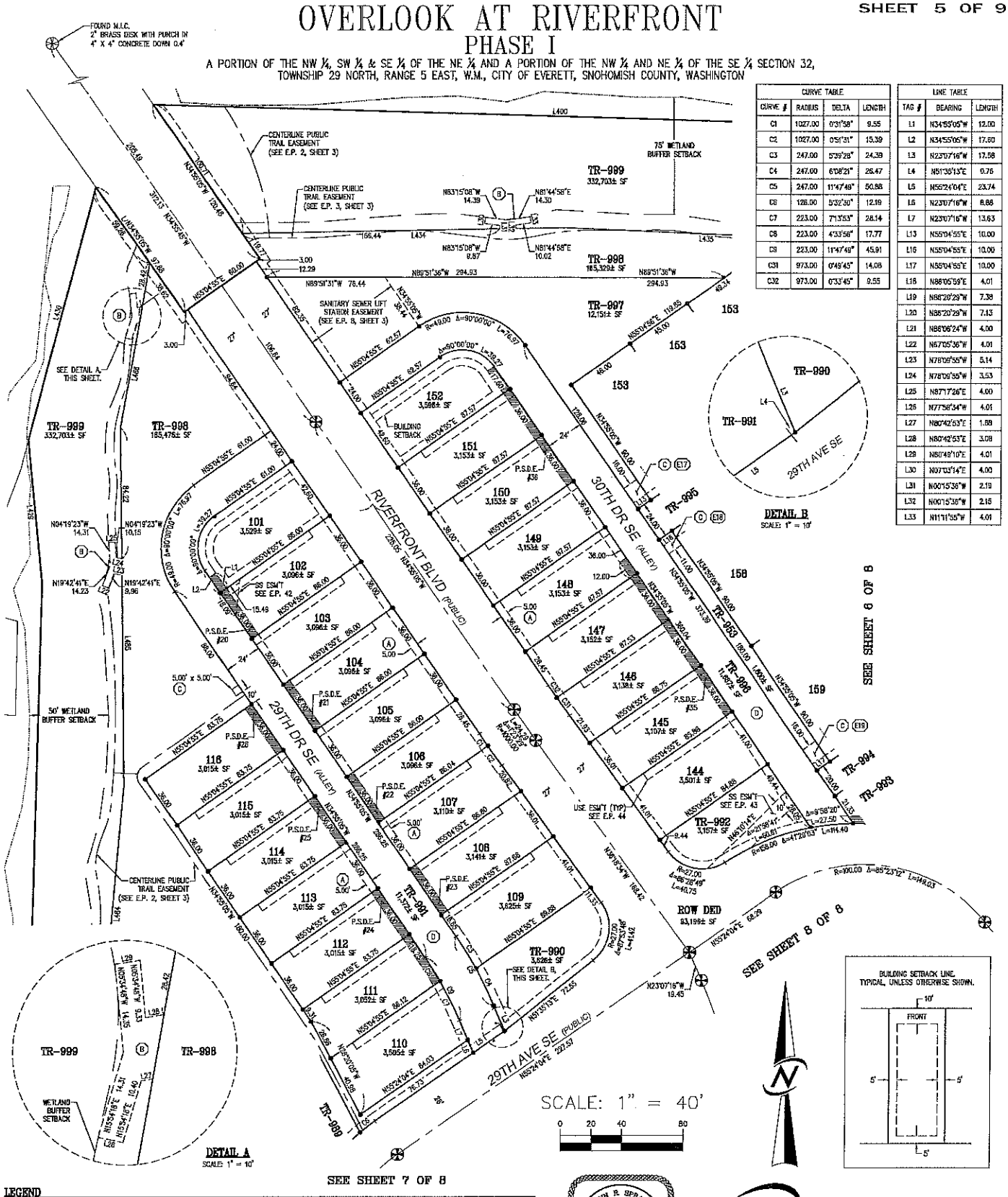
OVERLOOK AT RIVERFRONT
PHASE I

A PORTION OF THE NW ¼, SW ¼ & SE ¼ OF THE NE ¼ AND A PORTION OF THE NW ¼ AND NE ¼ OF THE SE ¼ SECTION 32, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	1027.00	0°31'58"	9.55
C2	1027.00	0°51'31"	15.39
C3	247.00	5°39'28"	24.39
C4	247.00	6°08'21"	26.47
C5	247.00	11°47'49"	50.86
C6	126.00	5°32'30"	12.19
C7	223.00	7°13'53"	28.14
C8	223.00	4°33'58"	17.77
C9	223.00	11°47'49"	45.91
C31	973.00	0°49'45"	14.06
C32	973.00	0°33'45"	9.55

LINE TABLE		
TAG #	BEARING	LENGTH
L1	N34°55'05"W	12.00
L2	N34°55'05"W	17.60
L3	N23°07'16"W	17.56
L4	N51°36'13"E	9.76
L5	N55°24'04"E	23.74
L6	N23°07'16"W	8.88
L7	N23°07'16"W	13.63
L13	N55°04'55"E	10.00
L16	N55°04'55"E	10.00
L17	N55°04'55"E	10.00
L18	N88°05'59"E	4.01
L19	N88°28'29"W	7.38
L20	N88°20'29"W	7.13
L21	N88°06'24"W	4.00
L22	N67°05'36"W	4.01
L23	N78°09'55"W	5.14
L24	N78°09'55"W	3.53
L25	N87°17'26"E	4.00
L26	N77°58'34"W	4.01
L27	N80°42'53"E	1.88
L28	N80°42'53"E	3.08
L29	N80°48'10"E	4.01
L30	N07°03'14"E	4.00
L31	N00°15'36"W	2.19
L32	N00°15'36"W	2.15
L33	N11°11'55"W	4.01

LEGEND

- (A) JOINT UTILITY EASEMENT. SEE EASEMENT PROVISION 1, SHEET 3.
- (B) HOA STORM DRAIN UTILITY EASEMENT. SEE EASEMENT PROVISION 6, SHEET 3.
- (C) CITY OF EVERETT WATER EASEMENT. SEE EASEMENT PROVISION 7, SHEET 3.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE EASEMENT PROVISION 9, SHEET 3.
- (E#) 5' PRIVATE WATER EASEMENT. SEE EASEMENT PROVISION #, SHEET 3.
- 5' PRIVATE STORM DRAIN EASEMENT (P.S.D.E. #). SEE EASEMENT PROVISION #, SHEET 3.
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299".
- 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299" IN MONUMENT CASE TO BE SET AFTER THE STREET IS PAVED.
- E.P. EASEMENT PROVISION.
- FOUND MONUMENT IN CASE.

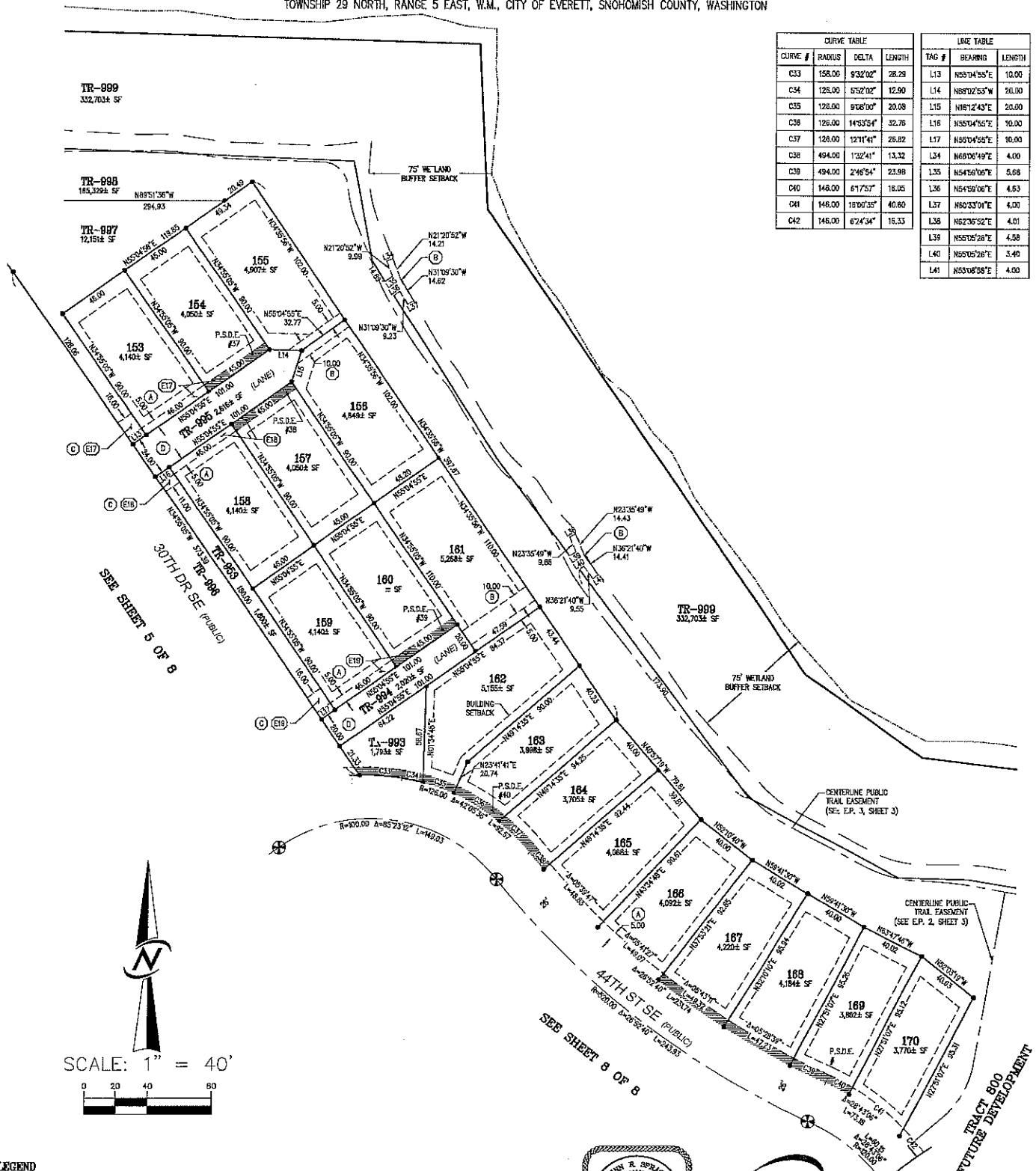
GLENN R. SPRAGUE — STATE OF WASHINGTON — 41299 — REGISTERED PROFESSIONAL LAND SURVEYOR

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING • PLANNING • SURVEYING

JOB NO. 12156S

OVERLOOK AT RIVERFRONT
PHASE I

A PORTION OF THE NW ¼, SW ¼ & SE ¼ OF THE NE ¼ AND A PORTION OF THE NW ¼ AND NE ¼ OF THE SE ¼ SECTION 32, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C33	158.00	9°32'02"	26.29
C34	126.00	5°52'02"	12.90
C35	126.00	9°08'00"	20.09
C36	126.00	14°53'54"	32.76
C37	126.00	12°11'41"	26.82
C38	494.00	1°32'41"	13.32
C39	494.00	2°46'54"	23.98
C40	146.00	6°17'57"	16.05
C41	146.00	15°60'35"	40.60
C42	146.00	6°24'34"	16.33

LINE TABLE		
TAG #	BEARING	LENGTH
L13	N55°04'55"E	10.00
L14	N88°02'53"W	20.00
L15	N16°12'43"E	20.09
L16	N55°04'55"E	10.00
L17	N55°04'55"E	10.00
L34	N66°06'49"E	4.00
L35	N54°59'06"E	5.68
L36	N54°59'06"E	4.63
L37	N60°33'01"E	4.00
L38	N62°36'52"E	4.01
L39	N55°05'26"E	4.58
L40	N55°05'26"E	3.40
L41	N53°08'58"E	4.00

LEGEND

- (A) JOINT UTILITY EASEMENT. SEE EASEMENT PROVISION 1, SHEET 3.
- (B) HOA STORM DRAIN UTILITY EASEMENT. SEE EASEMENT PROVISION 6, SHEET 3.
- (C) CITY OF EVERETT WATER EASEMENT. SEE EASEMENT PROVISION 7, SHEET 3.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE EASEMENT PROVISION 9, SHEET 3.
- (E#) 5' PRIVATE WATER EASEMENT. SEE EASEMENT PROVISION #, SHEET 3.
- 5' PRIVATE STORM DRAIN EASEMENT (P.S.D.E. #). SEE EASEMENT PROVISION #, SHEET 3.
- ● SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299".
- ⊕ 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299" IN MONUMENT CASE TO BE SET AFTER THE STREET IS PAVED.
- E.P. EASEMENT PROVISION.

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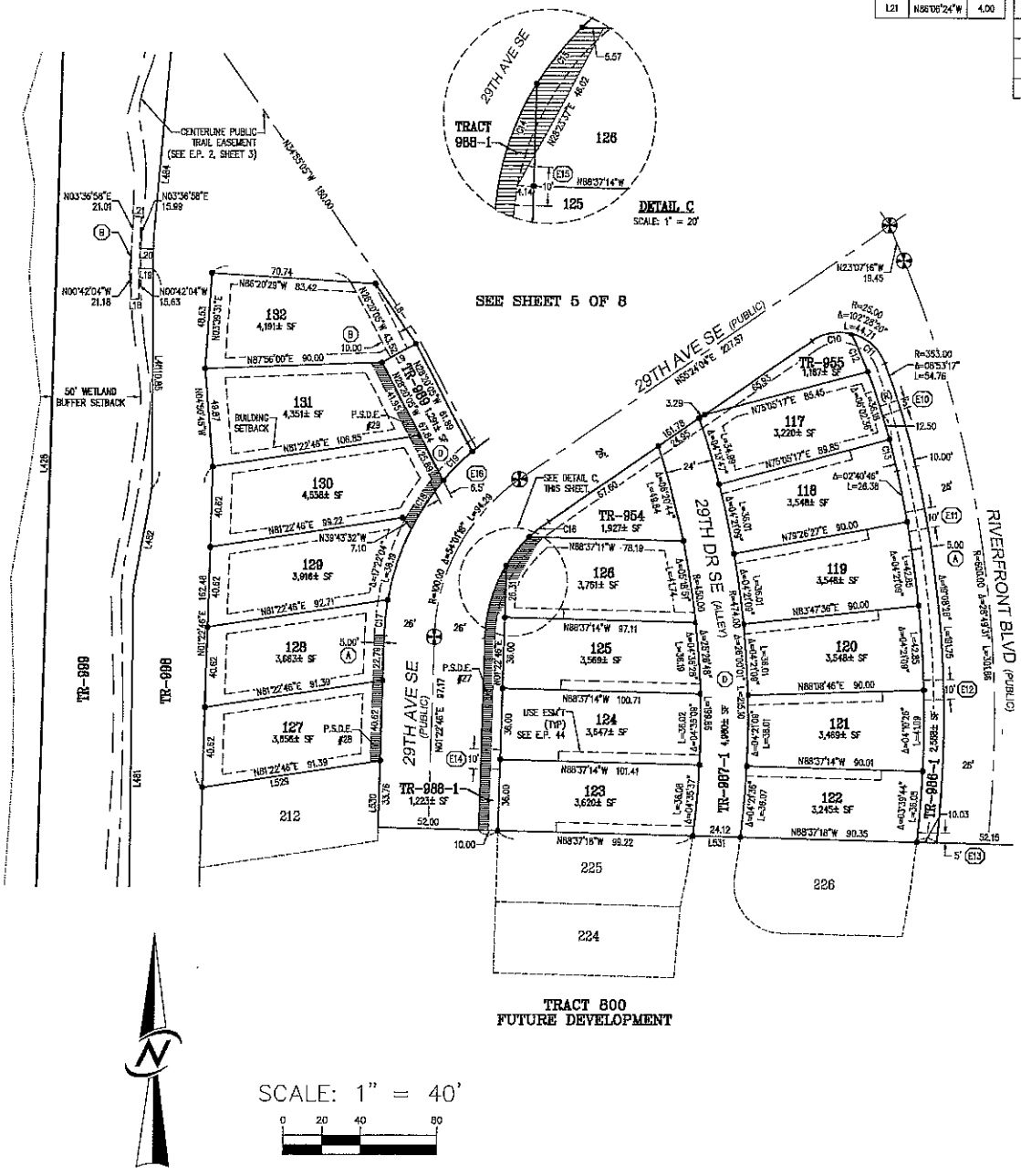
LINE TABLE		
TAG #	BEARING	LENGTH
L8	N34°55'05"W	37.04
L9	N61°39'55"E	20.00
L18	N86°05'58"E	4.01
L19	N86°20'29"W	7.35
L20	N86°20'29"W	7.13
L21	N86°06'24"W	4.00

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C10	25.00	47°36'32"	20.78
C11	25.00	54°51'28"	23.94
C12	343.00	3°30'38"	21.02
C13	343.00	2°45'04"	16.47
C14	74.00	30°07'58"	38.92
C15	74.00	14°20'11"	18.52
C16	74.00	9°33'09"	12.34
C17	126.00	8°14'19"	18.12
C18	126.00	13°22'29"	29.41
C19	126.00	9°29'56"	20.89



LEGEND

- (A) JOINT UTILITY EASEMENT. SEE EASEMENT PROVISION 1, SHEET 3.
- (B) HOA STORM DRAIN UTILITY EASEMENT. SEE EASEMENT PROVISION 6, SHEET 3.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE EASEMENT PROVISION 9, SHEET 3.
- (H) 5' PRIVATE WATER EASEMENT. SEE EASEMENT PROVISION 8, SHEET 3.
- 5' PRIVATE STORM DRAIN EASEMENT (P.S.D.E. #). SEE EASEMENT PROVISION #, SHEET 3.
- ● SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41298".
- ⊕ 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41298" IN MONUMENT CASE TO BE SET AFTER THE STREET IS PAVED.
- E.P. EASEMENT PROVISION.

GLENN R. SPRAGUE — STATE OF WASHINGTON — 41298 — REGISTERED PROFESSIONAL LAND SURVEYOR

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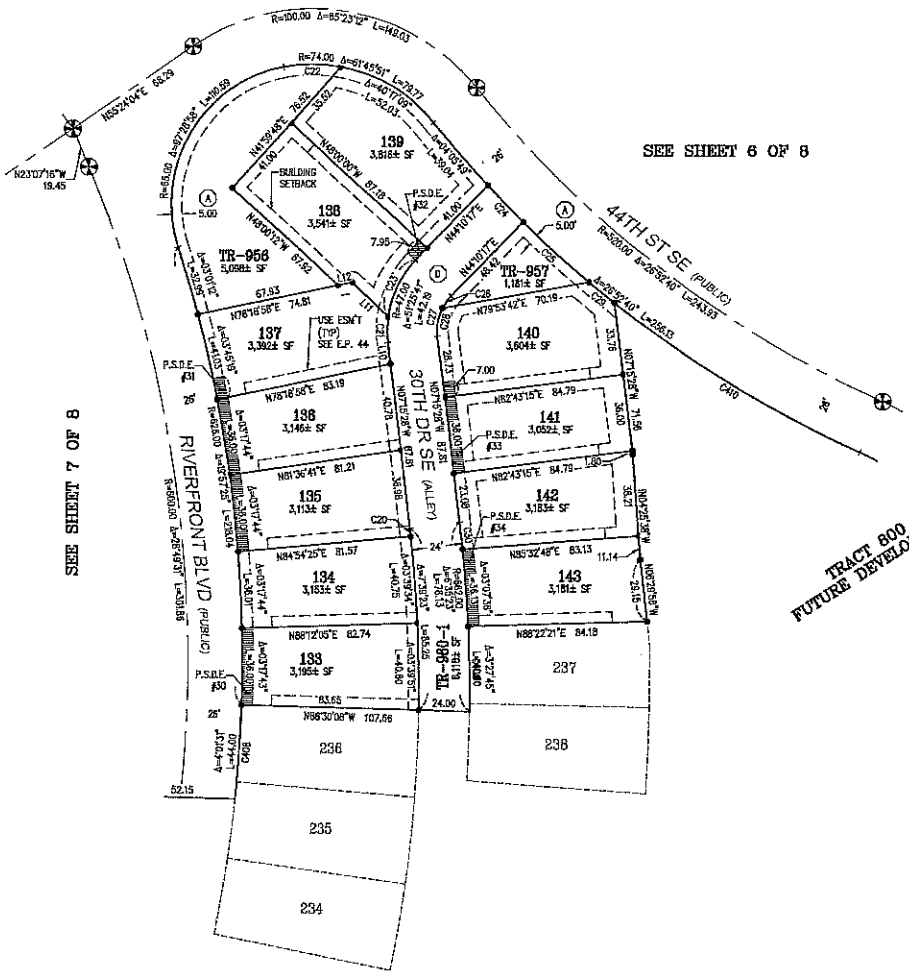
LINE TABLE		
TAG #	BEARING	LENGTH
L10	N07°15'28"W	10.06
L11	N45°49'43"W	23.12
L12	N76°18'58"E	6.89

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C20	636.00	0°19'56"	3.70
C21	47.00	14°46'53"	12.13
C22	74.00	21°28'42"	27.74
C23	47.00	36°38'49"	30.06
C24	546.00	2°31'10"	24.01
C25	546.00	4°25'04"	42.10
C26	23.00	17°34'37"	7.06
C27	23.00	51°25'45"	20.65
C28	23.00	33°51'08"	13.59
C29	546.00	1°38'05"	15.58
C30	662.00	1°06'24"	12.79

SEE SHEET 5 OF 8

SEE SHEET 6 OF 8

SEE SHEET 7 OF 8



SCALE: 1" = 40'

0 20 40 80

LEGEND

- (A) JOINT UTILITY EASEMENT. SEE EASEMENT PROVISION 1, SHEET 3.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE EASEMENT PROVISION 9, SHEET 3.
- 5' PRIVATE STORM DRAIN EASEMENT (P.S.D.E. #). SEE EASEMENT PROVISION #, SHEET 3.
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299".
- 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299" IN MONUMENT CASE TO BE SET AFTER THE STREET IS PAVED.
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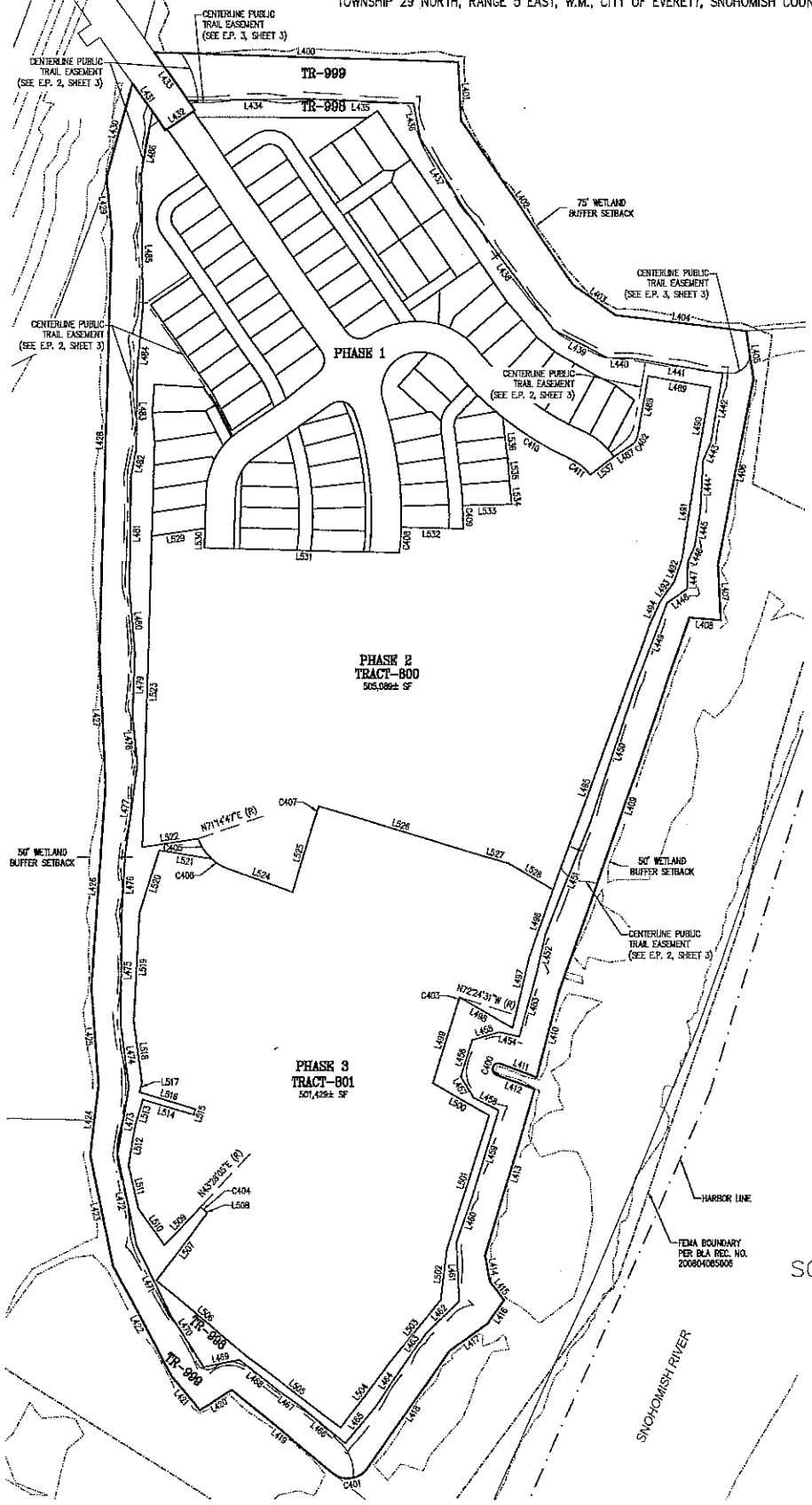

LINE TABLE		
TAG #	BEARING	LENGTH
L400	N88°17'27"W	525.78
L401	N02°46'28"W	100.59
L402	N34°51'26"W	344.15
L403	N59°01'43"W	88.02
L404	N83°04'09"W	228.61
L405	N08°53'32"W	83.03
L406	N10°42'55"E	323.34
L407	N03°14'03"W	96.17
L408	N85°25'06"W	54.22
L409	N16°58'16"E	675.05
L410	N14°26'48"E	154.48
L411	N70°00'00"W	67.90
L412	N70°00'00"W	71.24
L413	N16°24'21"E	286.52
L414	N10°31'38"W	45.54
L415	N38°16'50"W	40.72
L416	N35°15'57"E	49.62
L417	N54°02'58"E	80.27
L418	N35°00'00"E	246.16
L419	N51°06'00"W	227.07
L420	N57°59'05"E	65.97
L421	N40°40'42"W	76.06
L422	N27°46'50"W	213.38
L423	N12°06'14"W	194.65
L424	N06°28'56"E	126.83
L425	N04°39'49"W	157.23
L426	N03°38'41"E	346.63
L427	N02°56'07"W	234.28
L428	N01°23'09"E	716.72
L429	N05°38'02"W	92.34
L430	N14°39'31"E	167.41
L431	N34°55'05"W	59.28
L432	N55°04'55"E	54.00
L433	N34°55'05"W	100.71
L434	N89°04'43"E	207.82
L435	N87°32'17"W	163.13
L436	N10°33'23"W	61.71
L437	N32°42'58"W	141.51
L438	N37°04'02"W	259.45
L439	N82°31'39"W	104.53
L440	N86°21'52"W	43.02
L441	N80°46'34"W	169.34
L442	N09°30'11"E	119.15
L443	N22°57'35"E	35.32
L444	N02°53'36"E	87.70
L445	N08°44'02"E	59.88

LINE TABLE		
TAG #	BEARING	LENGTH
L446	N24°13'11"E	29.35
L447	N00°55'50"E	46.09
L448	N54°28'48"E	42.27
L449	N21°16'46"E	137.50
L450	N18°07'40"E	259.26
L451	N22°18'41"E	208.67
L452	N12°22'23"E	65.37
L453	N15°39'19"E	114.91
L454	N76°39'04"W	34.58
L455	N73°46'05"E	49.30
L456	N16°54'56"E	65.47
L457	N32°01'46"W	42.24
L458	N53°44'40"W	48.85
L459	N16°45'42"E	150.87
L460	N18°17'33"E	86.41
L461	N02°54'36"W	100.87
L462	N46°26'28"E	76.53
L463	N35°51'00"E	82.26
L464	N33°50'03"E	91.71
L465	N39°15'36"E	82.62
L466	N50°36'35"W	99.27
L467	N56°00'35"W	48.92
L468	N51°41'17"W	84.71
L469	N78°41'20"E	84.10
L470	N33°17'31"W	102.82
L471	N28°12'25"W	136.50
L472	N11°43'14"W	158.62
L473	N08°30'48"E	117.31
L474	N07°20'28"W	107.05
L475	N00°02'36"E	188.69
L476	N02°37'37"E	108.64
L477	N07°07'47"E	154.17
L478	N06°08'01"W	83.14
L479	N01°43'46"E	108.10
L480	N05°04'34"W	109.52
L481	N00°23'21"E	191.97
L482	N09°45'13"E	52.06
L483	N00°00'24"W	124.88
L484	N04°56'38"E	116.29
L485	N00°49'00"W	230.00
L486	N09°47'25"E	106.98
L487	N56°33'21"E	34.63
L488	N09°51'00"E	103.50
L489	N80°09'00"W	110.00
L490	N09°51'00"E	138.00
L491	N08°31'37"E	161.26

LINE TABLE		
TAG #	BEARING	LENGTH
L492	N18°29'32"E	40.79
L493	N36°06'43"E	40.25
L494	N25°11'16"E	40.13
L495	N19°42'50"E	487.40
L496	N19°42'50"E	121.85
L497	N13°07'15"E	125.21
L498	N80°17'10"W	105.31
L499	N17°14'37"E	147.80
L500	N80°17'10"W	112.66
L501	N17°14'37"E	240.79
L502	N06°24'21"E	85.46
L503	N39°01'06"E	139.55
L504	N36°45'01"E	139.00
L505	N53°14'59"W	204.00
L506	N50°35'38"W	204.22
L507	N36°45'01"E	145.00
L508	N53°14'59"W	3.06
L509	N43°28'05"E	90.00
L510	N35°20'51"W	76.03
L511	N12°56'44"W	76.03
L512	N08°28'52"E	70.77
L513	N16°44'43"E	45.00
L514	N73°15'17"W	90.00
L515	N16°44'43"E	10.00
L516	N73°15'17"W	100.00
L517	N16°44'43"E	18.65
L518	N08°03'47"W	107.25
L519	N02°42'32"E	183.54
L520	N16°44'43"E	111.75
L521	N80°50'20"W	90.79
L522	N81°22'46"E	96.41
L523	N01°22'46"E	533.10
L524	N70°17'10"W	122.49
L525	N16°44'43"E	134.51
L526	N73°15'17"W	289.36
L527	N74°13'06"W	52.12
L528	N80°17'10"W	91.39
L529	N81°22'46"E	91.39
L530	N01°22'46"E	33.76
L531	N88°37'15"W	337.87
L532	N88°36'08"W	107.65
L533	N88°22'21"E	84.18
L534	N06°28'56"W	29.15
L535	N04°25'38"W	49.35
L536	N07°15'28"W	71.55
L537	N52°37'42"E	52.00

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C400	10.00	180°00'00"	31.42
C401	40.00	94°00'00"	65.62
C402	25.00	46°42'21"	20.38
C403	974.00	0°20'52"	5.91
C404	106.00	6°43'04"	12.43
C405	81.00	29°47'11"	42.11
C406	81.00	21°44'46"	30.74
C407	474.00	2°22'00"	19.58
C408	526.34	4°01'31"	44.00
C409	862.00	3°27'45"	40.00
C410	546.00	14°12'31"	135.40
C411	94.00	28°43'06"	47.12

SCALE: 1" = 130'

0 x/2 1x 2x

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JOB NO. 12156S

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Final Plat Approval for the Towns at Riverfront.

8/17/16	Briefing	
	Proposed Action	
	Consent	
9/14/16	Action	
	First Reading	
	Second Reading	
	Third Reading	
	Public Hearing	

COUNCIL BILL #	
Originating Department	Planning
Contact Person	John Jimerson
Phone Number	(425) 257-8737
FOR AGENDA OF	August 17, 2016
	September 14, 2016

Initialed by:
Department Head
CAA
Council President

db
AM

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Riverfront Redevelopment Eclipse Mill Site	Preliminary Plat Approval by Hearing Examiner	Final Plat Map	Planning, Public Works

Amount Budgeted	N/A	
Expenditure Required	N/A	Account Number(s):
Budget Remaining	N/A	
Additional Required	N/A	

DETAILED SUMMARY STATEMENT:
The City Council is required to approve the final plat map for all formal subdivisions before it can be recorded and the developer may sell lots. Polygon Northwest has requested final plat approval for the 190 townhouse subdivision located on the Eclipse Mill site within the Riverfront Redevelopment Planned Development Overlay.

The preliminary plat was approved by the Hearing Examiner, and all public improvements will either be completed or will have appropriate financial performance guarantee(s) in place prior to Council action.

RECOMMENDATION (Exact action requested of Council):
Grant Final Plat Approval for the Towns at Riverfront.

THE TOWNS AT RIVERFRONT

A PORTION OF THE NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN (PERSONS) BY THESE PERSONS THAT RIVERFRONT MF, LLC, A DELAWARE LIMITED PARTNERSHIP, THE UNDERSIGNED OWNER IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARES THIS PLAT AND DEDICATES 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 THEREOF 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 THE 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 ROADS 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 RECORDING OF THE PLAT, MUST MAKE APPLICATION TO AND RECEIVE APPROVAL FORM THE DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS FOR SAID ALTERATION. ANY ENCLOSING OF DRAINAGE WATERS IN CULVERTS OR DRAINS REROUTING THEREOF ACROSS ANY LOT SHALL BE DONE BY AND AT THE EXPENSE OF SAID OWNER.

RIVERFRONT MF, LLC,
A DELAWARE LIMITED LIABILITY PARTNERSHIP

BY: _____
BRANDON SCHEIBNER
SR. VICE PRESIDENT, WASHINGTON DIVISION PRESIDENT

ACKNOWLEDGEMENTS

STATE OF)
) SS.
COUNTY OF)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016, BY BRANDON SCHEIBNER, SR. VICE PRESIDENT, WASHINGTON DIVISION PRESIDENT OF RIVERFRONT MF, LLC, A DELAWARE LIMITED LIABILITY PARTNERSHIP, THE AUTHORIZED AGENT OF POLYGON WLH LP, A DELAWARE LIMITED PARTNERSHIP, FOR AND ON BEHALF THEREOF.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

LEGAL DESCRIPTION

PARCEL 39:
TRACT 2 OF CITY OF EVERETT BLA NO 1474-04-002 RECORDED UNDER RECORDING NO 200402180061 AND 200402195093, BEING A PORTION OF A PORTION OF GOVERNMENT LOT 3, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF EVERETT BY DEEDS RECORDED UNDER RECORDING NOS. 200805140865 AND 200805140866.

PARCEL 40:
THE EAST HALF OF BLOCK 2 OF J.S. SINES ACRE TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 11, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF VACATED ALLEY ATTACHED THERETO BY ORDINANCE NO. 484-77 RECORDED DECEMBER 16, 1977 UNDER RECORDING NO. 7712160175, RECORDS OF SNOHOMISH COUNTY, WASHINGTON;
EXCEPT THOSE PORTIONS OF ALL OF THE ABOVE CONVEYED TO THE CITY OF EVERETT BY DEED RECORDED UNDER RECORDING NOS. 200805140865 AND 200805140866.

PARCEL 41:
LOT 13 OF BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY RECORDED UNDER RECORDING NO. 200608215004 AND CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NO. 05-008 RECORDED UNDER RECORDING NO. 200608210287, BEING A PORTION OF A PORTION OF GOVERNMENT LOT 3, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

PARCEL 42:
THAT PORTION OF GOVERNMENT LOT 3 OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID LOT 3, 1,018.4 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT, SAME BEING ON THE EAST LINE OF THE LAND CONVEYED TO SEATTLE AND MONTANA RAILROAD CO. BY WARRANTY DEED RECORDED APRIL 25, 1902 IN VOLUME 71 OF DEEDS, PAGE 77; THENCE EAST ALONG SAID SOUTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 256.8 FEET TO THE WEST RIGHT OF WAY LINE OF EVERETT & MONTE CRISTO RAILWAY CO. AS CONVEYED BY DEED RECORDED MARCH 9, 1898 IN VOLUME 46 OF DEEDS, PAGE 40; THENCE NORTHERLY ALONG THE WEST LINE OF SAID RIGHT OF WAY 641.6 FEET TO THE SOUTH LINE OF PLAT OF EVERETT LAND COMPANY'S 1ST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 3 OF PLATS, PAGE 29, EXTENDED EASTERLY; THENCE WESTERLY ALONG SAID PRODUCTION OF THE SOUTH LINE OF SAID PLAT AND THE SOUTH LINE OF SAID PLAT, 165.39 FEET TO THE EASTERLY LINE OF THE RIGHT OF SAID SEATTLE & MONTANA RAILROAD CO.; THENCE ANGLE LEFT 75°45' AND PROCEED SOUTHERLY ALONG THE EASTERLY LINE OF SAID RIGHT OF WAY, 314 FEET TO POINT OF CURVE TO THE LEFT; THENCE ALONG SAID CURVE, RADIUS OF 1,392.69 FEET, A DISTANCE OF 341 FEET TO THE POINT OF BEGINNING.

PARCEL 43:
LOT 16 OF BOUNDARY LINE ADJUSTMENT RECORD OF SURVEY RECORDED UNDER RECORDING NO. 200608215004 AND CITY OF EVERETT BOUNDARY LINE ADJUSTMENT NO. 05-008 RECORDED UNDER RECORDING NO. 200608210287, BEING A PORTION OF A PORTION OF GOVERNMENT LOTS 1, 2 AND 3, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M., RECORDS OF SNOHOMISH COUNTY, WASHINGTON;

EXCEPT THOSE PORTIONS CONVEYED TO THE CITY OF EVERETT BY DEEDS RECORDED UNDER RECORDING NOS. 200805140865 AND 200805140866.

PARCEL 44:
THAT PORTION OF WALNUT STREET, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF BLOCK 805, EVERETT LAND COMPANY'S 1ST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 29, RECORDS OF SNOHOMISH COUNTY, WASHINGTON; THENCE NORTH TO THE SOUTH LINE OF 33RD STREET; THENCE EAST TO THE WEST LINE OF THE NORTHERN PACIFIC RAILROAD RIGHT OF WAY; THENCE SOUTHERLY ALONG THE WESTERLY OF SAID RIGHT OF WAY TO A POINT EAST OF THE TRUE POINT OF BEGINNING; THENCE WEST TO THE TRUE POINT OF BEGINNING.

PARCEL 45:
ALL THAT PART OF LOTS 17 TO 32, INCLUSIVE, BLOCK 805, PLAT OF THE EVERETT LAND COMPANY'S 1ST ADDITION TO EVERETT, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3 OF PLATS, PAGE 29, RECORDS OF SNOHOMISH COUNTY, WASHINGTON, LYING EASTERLY OF THE EASTERLY LINE OF THE RIGHT OF WAY OF ST PAUL, MINNEAPOLIS AND MANITOBA RAILWAY CO, WHICH EASTERLY RIGHT OF WAY LINE IS DESCRIBED IN VOLUME 79 OF DEEDS, PAGE 501, AS BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 32 THAT IS 25.8 FEET WEST OF THE NORTHEAST CORNER BLOCK 805; THENCE SOUTHWESTERLY PARALLEL TO AND 100 FEET DISTANT SOUTHEASTERLY FROM CENTERLINE OF SAID RAILWAY CO RIGHT OF WAY TO INTERSECT THE WEST LINE OF LOT 19 AT A POINT 65.3 FEET NORTH OF THE SOUTHWEST CORNER OF LOT 17, ALL IN SAID BLOCK 805.

APPROVALS

CITY OF EVERETT APPROVALS

THE CITY OF EVERETT HEREBY DETERMINES THAT THIS SUBDIVISION CONFORMS TO RCW 58.17 AND EMC TITLE 18 AND IS HEREBY APPROVED. THE CITY OF EVERETT DOES NOT IN ANY WAY WARRANT NOR GUARANTEE THE ACCURACY OF THIS RECORD OF SURVEY.

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____.

_____
CITY OF EVERETT ENGINEER

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____.

_____
DIRECTOR, CITY OF EVERETT DEPARTMENT OF PLANNING/COMMUNITY DEVELOPMENT

EXAMINED AND APPROVED THIS _____ DAY OF _____ 20____.

_____
CITY COUNCIL PRESIDENT

TREASURER'S CERTIFICATES

CITY OF EVERETT TREASURER'S CERTIFICATE

I, TREASURER OF THE CITY OF EVERETT, DO HEREBY CERTIFY THAT ALL LOCAL IMPROVEMENT ASSESSMENTS ON THE WITHIN DESCRIBED TRACT OF LAND HAVE BEEN FULLY PAID AND DISCHARGED AS OF _____ 20____.

_____
TREASURER, CITY OF EVERETT

SNOHOMISH COUNTY 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 20__ TAXES.

_____
TREASURER, SNOHOMISH COUNTY

BY:

_____
DEPUTY COUNTY TREASURER

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF CORE DESIGN INC. THIS _____ DAY OF _____ 20____,
AT _____ MINUTES PAST _____M., AND RECORDED IN VOL. _____ OF PLATS, PAGES _____ TO _____,
AFN _____ RECORDS OF SNOHOMISH COUNTY, WASHINGTON.

_____
SNOHOMISH COUNTY AUDITOR

BY:

_____
DEPUTY COUNTY AUDITOR

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS FINAL PLAT OF THE TOWNS AT RIVERFRONT 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 POLYGON HOMES NW, IN NOVEMBER, 2013, AND SAID SURVEY WAS BASED UPON AN ACTUAL SURVEY OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.; THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS ACTUALLY SURVEYED; THAT THE COURSES AND DISTANCES SHOWN HEREON ARE CORRECT; THAT (1) MONUMENTS AS DESCRIBED AND SHOWN HEREON, UNLESS STATED OTHERWISE HEREON, WILL BE SET AT ALL LOT CORNERS AS SHOWN; (2) MONUMENTS AS DESCRIBED AND SHOWN HEREON AS "SET" HAVE BEEN SET AS SHOWN; AND (3) ALL MONUMENTS DESCRIBED AND SHOWN HEREON THAT ARE SHOWN "TO BE SET" WITHIN THE RIGHT-OF-WAY, WITHIN AND WITHOUT THE BOUNDARY OF THIS SUBDIVISION, WILL BE SET AFTER THE STREET IS PAVED.

_____
GLENN R. SPRAGUE
PROFESSIONAL LAND SURVEYOR
CERTIFICATE NO. 41299

GLENN R. SPRAGUE — STATE OF WASHINGTON — 41299 — REGISTERED PROFESSIONAL LAND SURVEYOR

7-1-16

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ENGINEERING • PLANNING • SURVEYING

JOB NO. 12156E

THE TOWNS AT RIVERFRONT

A PORTION OF THE NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

NOTES

1. THE TOWNS AT RIVERFRONT HOMEOWNERS ASSOCIATION (HOA) WAS ESTABLISHED ON _____, 2016.
2. TRACTS 983, 987, 988, 989, 990, 991, 992, 993, 994, 997, 998 AND 999 ARE HEREBY CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT FOR THE PURPOSE OF OPEN SPACE. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE AND ANY STORM WATER RAIN GARDEN FACILITY THAT MAY FALL WITHIN THESE TRACTS.
3. TRACT 986 IS HEREBY CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT FOR THE PURPOSE OF OPEN SPACE AND ORDINARY HIGH WATER BUFFER. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENACE OF THE OPEN SPACE/ORDINARY HIGH WATER BUFFER EXCEPT THAT PORTION FOR WHICH THE CITY OF EVERETT HAS AN EASEMENT. SEE EASEMENT PROVISION 2.
4. TRACTS 984 AND 985 ARE HEREBY CONVEYED TO THE HOA UPON THE RECORDING OF THIS PLAT FOR THE PURPOSES OF ACCESS AND UTILITIES AND PARKING. THE HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ACCESS, PRIVATE UTILITY AND PARKING FACILITIES WITHIN SAID TRACTS.
5. TRACT 995 SHALL REMAIN OWNED AND MAINTAINED BY RIVERFRONT MF, LLC FOR THE PURPOSE OF FUTURE DEVELOPMENT.

RESTRICTIONS OF RECORD

1. THIS SITE IS SUBJECT TO FACILITY CHARGES, IF ANY, INCLUDING BUT NOT LIMITED TO HOOK-UP, OR CONNECTION CHARGES AND LATECOMER CHARGES FOR WATER OR SEWER FACILITIES OF THE CITY OF EVERETT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 8408230225. AFFECTS ALL PARCELS. NOTHING SHOWN.
2. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF AN EASEMENT FOR STORM AND SEWER AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 1917176. AFFECTS PARCEL NO.'S 39, 43, 44, AND 45 AS SHOWN HEREON. SEE SHEETS 7 AND 8.
3. THIS SITE IS SUBJECT TO UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF VENDORS AND SECURITY AGREEMENT ON PERSONAL PROPERTY AND RIGHTS OF TENANTS, AND SECURED PARTIES TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM. AFFECTS ALL PARCELS. NOTHING SHOWN.
4. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY SHORT PLAT OR PLAT OF U.S. SIXES ACRE TRACTS RECORDED IN VOLUME 4 OF PLATS, PAGE 11. AFFECTS PARCEL 40. NOTHING SHOWN.
5. THIS SITE IS SUBJECT TO ANY AND ALL OFFERS OF DEDICATION, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES OR ENCROACHMENTS, NOTES AND/OR PROVISIONS SHOWN OR DISCLOSED BY SHORT PLAT OR PLAT OF EVERETT LAND COMPANY'S 1ST ADDITION RECORDED IN VOLUME 3 OF PLATS, PAGE 20. AFFECTS PARCELS 44 AND 45. NOTHING SHOWN.
6. THIS SITE IS SUBJECT TO RESERVATIONS AND EXCEPTIONS REGARDING MINERAL RIGHTS AS DISCLOSED BY INSTRUMENT UNDER RECORDING NO. 7707290103. AFFECTS PARCEL 40. NOTHING SHOWN.
7. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND/OR EASEMENTS AS DISCLOSED BY QUIT CLAIM DEED RECORDED UNDER RECORDING NO. 200609250618. AFFECTS PARCELS 41 AND 43. NOTHING SHOWN.
8. THIS SITE IS SUBJECT TO AN OPERATING EASEMENT AGREEMENT BETWEEN THE CITY OF EVERETT AND BNSF RAILWAY COMPANY AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200808250621. AFFECTS PARCELS 41 AND 43. NOTHING SHOWN.
9. THIS SITE IS SUBJECT TO THE TERMS, PROVISIONS AND EASEMENT(S) CONTAINED IN THE DOCUMENT ENTITLED "CONDITIONAL EASEMENT FOR ACCESS AND UTILITIES" AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200802010052. SAID INSTRUMENT IS A RE-RECORD OF RECORDING NO(S). 200406040719. AFFECTS PARCEL 39. LOCATION OF 30' WIDE EASEMENT IS NOT DETERMINABLE. NOTHING SHOWN.
10. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A MEMORANDUM OF PROPERTY DISPOSITION AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200805140860. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. MILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS ALL PARCELS. NOTHING SHOWN.
11. THIS SITE IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS AND/OR EASEMENTS AS DISCLOSED BY SPECIAL WARRANTY DEED RECORDED UNDER RECORDING NO. 200805140862. AFFECTS ALL PARCELS. NOTHING SHOWN.
12. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A PUBLIC AMENITIES DEDICATION, EASEMENT AND MAINTENANCE AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200805140863. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. MILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS PARCEL 40. NOTHING SHOWN.
13. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A TERMINATION OF EXISTING EASEMENTS AND NON-LANDFILL SITE UTILITY EASEMENTS AND ACCESS AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200805140864. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. MILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS PARCEL 40 AND 43. NOT SHOWN. ACCESS AND UTILITY MOVES TO THE RIGHT OF WAY DEDICATION UPON THE RECORDING OF THIS PLAT.
14. THIS SITE IS SUBJECT TO THE TERMS AND PROVISIONS OF A LANDFILL GAS MANAGEMENT SYSTEM, LEACHATE COLLECTION SYSTEM, GROUNDWATER MONITORING SYSTEM, AND UTILITIES EASEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200805140923. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. MILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS PARCEL 39 AND 42. APPROXIMATE LOCATION OF MONITOR WELLS SHOWN HEREON. SEE SHEETS 8, 9 AND 10.
15. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF RECIPROCAL TEMPORARY CONSTRUCTION AND ACCESS EASEMENTS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200805140825. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. MILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS ALL PARCELS. NOTHING SHOWN.
16. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A MEMORANDUM MILL PROPERTY ENVIRONMENTAL AND INDEMNIFICATION AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200805140930. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. MILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS ALL PARCELS. NOTHING SHOWN.
17. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A MITIGATION AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200902210443. AFFECTS ALL PARCELS. NOTHING SHOWN.
18. THIS SITE IS SUBJECT TO THE TERMS AND CONDITIONS OF A MEMORANDUM OF DEVELOPMENT AGREEMENT AS DISCLOSED BY INSTRUMENT RECORDED UNDER RECORDING NO. 200911050290. MEMORANDUM OF ASSIGNMENT RECORDED UNDER RECORDING NO. 201307050570. MILL ASSIGNMENT AND ASSUMPTION AGREEMENT WAS RECORDED UNDER RECORDING NO. 201410070764. AFFECTS ALL PARCELS. NOTHING SHOWN.
19. THIS SITE IS SUBJECT TO A MEMORANDUM OF ASSIGNMENT AS DISCLOSED IN INSTRUMENT RECORDED UNDER RECORDING NO. 201307050570, AND A MILL ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED UNDER RECORDING NO. 201410070764. AFFECTS ALL PARCELS. NOTHING SHOWN.
20. THIS SITE IS SUBJECT TO ANY QUESTIONS THAT MAY ARISE DUE TO SHIFTING OR CHANGE OF THE LINE OF HIGH WATER OF THE SNOHOMISH RIVER. AFFECTS PARCEL 39. NOTHING SHOWN.
21. THIS SITE IS SUBJECT TO ANY QUESTION AS TO THE TRUE LOCATION OF THE LATERAL BOUNDARIES OF THE TIDELANDS. AFFECTS PARCEL 39. NOTHING SHOWN.
22. THIS SITE IS SUBJECT TO ANY QUESTION THAT MAY ARISE DUE TO THE SHIFTING AND/OR CHANGING IN THE COURSE OF THE SNOHOMISH RIVER. AFFECTS ALL PARCELS. NOTHING SHOWN.
23. THIS SITE IS SUBJECT TO ANY PROHIBITION OR LIMITATION ON THE USE, OCCUPANCY OR IMPROVEMENTS OF THE LAND RESULTING FROM THE RIGHT OF THE PUBLIC OR RIPARIAN OWNERS TO USE ANY WATERS WHICH MAY COVER THE LAND OR TO USE ANY PORTION OF THE LAND WHICH IS NOW OR MAY FORMERLY HAVE BEEN COVERED BY WATER. AFFECTS PARCEL 39. NOTHING SHOWN.
24. THIS SITE IS SUBJECT TO PARAMOUNT RIGHTS AND EASEMENTS IN FAVOR OF THE UNITED STATES FOR COMMERCE, NAVIGATION, FISHERIES AND THE PRODUCTION OF POWER. AFFECTS PARCEL 39. NOTHING SHOWN.
25. THIS SITE IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES AND ENCROACHMENTS AS CONTAINED IN RECORDED BOUNDARY LINE ADJUSTMENT AS DISCLOSED IN SURVEY RECORDED UNDER RECORDING NO. 200402190061 AND 200402193093. AFFECTS PARCEL 39. NOTHING SHOWN.
26. THIS SITE IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES AND ENCROACHMENTS AS CONTAINED IN RECORDED BOUNDARY LINE ADJUSTMENT AS DISCLOSED IN SURVEY RECORDED UNDER RECORDING NO. 200608210587. AFFECTS PARCELS 41 AND 43. NOTHING SHOWN.
27. THIS SITE IS SUBJECT TO A SURVEY BY PERTEET INC., DATED JULY 2007, LAST UPDATED APRIL 2008, JOB NO. 53157. SAID SURVEY DISCLOSES THE FOLLOWING:
    A. PUBLIC ASPHALT PATH CROSSES THE PROPERTY LINES (SHEET 2-4). AFFECTS NO PARCELS.
    B. RAILROAD TRACKS CROSSING PROPERTY (SHEETS 2-8). AFFECTS NO PARCELS. TRACKS REMOVED.
    C. ASPHALT AND BUILDING ENCROACHMENT OVER THE SOUTHERLY PROPERTY LINE (SHEET 7). AFFECTS NO PARCELS. BUILDING REMOVED.
    D. OVERHEAD POWER SERVING EASTERLY ADJOINER (SHEETS 7 AND 8). AFFECTS PARCEL 43. SHOWN HEREON. SEE SHEET 6.
    E. FENCE ENCROACHMENT (SHEET 8). AFFECTS PARCEL 43. SHOWN HEREON. SEE SHEET 6.
    F. DIRT AND GRAVEL ROADS CONNECTING WITH ADJOINERS (SHEETS 2, 3, 4, 6, 7 AND 10). AFFECTS NO PARCELS. ROAD REMOVED.
    G. STORM DRAIN LINE CROSSING NORTHWESTERLY PORTION OF LOT 13. AFFECTS NO PARCELS.
    H. OP LINE CROSSING PARCEL 39. AFFECTS SOUTHERN PORTION OF PARCEL 39. EXCEPTED FROM PROPERTY PER 200805140865.
28. THIS SITE IS SUBJECT TO A SURVEY BY PERTEET INC., DATED JUNE 24, 2013, JOB NO. 20130143. SAID SURVEY DISCLOSES THE FOLLOWING:
    A. STORM DRAIN CROSSING NORTHWESTERLY CORNER OF PARCEL 43 (NOTED ON SHEET 8). AFFECTS PARCEL 43. DOCUMENT ILLEGIBLE. UNABLE TO DETERMINE EXACT LOCATION. NOTHING SHOWN.
    B. CONCRETE IMPROVEMENT ENCROACHING OVER NORTHWESTERLY LINE OF PARCEL 43 ONTO WESTERLY ADJOINER (NOTED ON SHEET 8). AFFECTS PARCEL 43. LOCATED AND DETERMINED TO BE A PORTION OF CONSTRUCTION OF THE NEW RIVERFRONT BLVD. NOT SHOWN.

LOT ADDRESSING

LOT NO.	HOUSE NO.	FULL ADDRESS
1	3402	30TH DRIVE
2	3404	30TH DRIVE
3	3406	30TH DRIVE
4	3408	30TH DRIVE
5	3410	30TH DRIVE
6	3414	30TH DRIVE
7	3416	30TH DRIVE
8	3418	30TH DRIVE
9	3420	30TH DRIVE
10	3422	30TH DRIVE
11	3424	30TH DRIVE
12	3011	34TH PLACE
13	3009	34TH PLACE
14	3007	34TH PLACE
15	3005	34TH PLACE
16	3003	34TH PLACE
17	3002	34TH PLACE
18	3004	34TH PLACE
19	3006	34TH PLACE
20	3008	34TH PLACE
21	3010	34TH PLACE
22	3012	34TH PLACE
23	3011	35TH STREET
24	3009	35TH STREET
25	3007	35TH STREET
26	3005	35TH STREET
27	3003	35TH STREET
28	3001	35TH STREET
29	3424	30TH AVENUE
30	3426	30TH AVENUE
31	3428	30TH AVENUE
32	3502	30TH AVENUE
33	3504	30TH AVENUE
34	3506	30TH AVENUE
35	3508	30TH AVENUE
36	3002	35TH STREET
37	3004	35TH STREET
38	3006	35TH STREET
39	3008	35TH STREET
40	3514	30TH DRIVE
41	3512	30TH DRIVE
42	3510	30TH DRIVE
43	3508	30TH DRIVE
44	3506	30TH DRIVE
45	3504	30TH DRIVE
46	3502	30TH DRIVE
47	3451	30TH DRIVE
48	3449	30TH DRIVE
49	3447	30TH DRIVE
50	3445	30TH DRIVE
51	3443	30TH DRIVE
52	3441	30TH DRIVE
53	3439	30TH DRIVE
54	3435	30TH DRIVE
55	3433	30TH DRIVE
56	3431	30TH DRIVE
57	3429	30TH DRIVE
58	3427	30TH DRIVE
59	3425	30TH DRIVE
60	3423	30TH DRIVE
61	3419	30TH DRIVE
62	3417	30TH DRIVE
63	3415	30TH DRIVE
64	3413	30TH DRIVE
65	3411	30TH DRIVE
66	3409	30TH DRIVE
67	3405	30TH DRIVE
68	3403	30TH DRIVE
69	3401	30TH DRIVE
70	3347	30TH DRIVE
71	3345	30TH DRIVE
72	3343	30TH DRIVE
73	3339	30TH DRIVE
74	3337	30TH DRIVE
75	3335	30TH DRIVE
76	3333	30TH DRIVE
77	3331	30TH DRIVE
78	3329	30TH DRIVE
79	3325	30TH DRIVE
80	3323	30TH DRIVE
81	3321	30TH DRIVE
82	3319	30TH DRIVE
83	3317	30TH DRIVE
84	3315	30TH DRIVE
85	3302	31ST DRIVE
86	3304	31ST DRIVE
87	3306	31ST DRIVE
88	3308	31ST DRIVE
89	3310	31ST DRIVE
90	3312	31ST DRIVE
91	3314	31ST DRIVE
92	3322	31ST DRIVE
93	3324	31ST DRIVE
94	3326	31ST DRIVE

LOT NO.	HOUSE NO.	FULL ADDRESS
95	3328	31ST DRIVE
96	3330	31ST DRIVE
97	3332	31ST DRIVE
98	3336	31ST DRIVE
99	3338	31ST DRIVE
100	3340	31ST DRIVE
101	3342	31ST DRIVE
102	3344	31ST DRIVE
103	3346	31ST DRIVE
104	3350	31ST DRIVE
105	3352	31ST DRIVE
106	3402	31ST DRIVE
107	3404	31ST DRIVE
108	3406	31ST DRIVE
109	3408	31ST DRIVE
110	3412	31ST DRIVE
111	3416	31ST DRIVE
112	3420	31ST DRIVE
113	3424	31ST DRIVE
114	3428	31ST DRIVE
115	3432	31ST DRIVE
116	3436	31ST DRIVE
117	3438	31ST DRIVE
118	3440	31ST DRIVE
119	3442	31ST DRIVE
120	3444	31ST DRIVE
121	3446	31ST DRIVE
122	3450	31ST DRIVE
123	3452	31ST DRIVE
124	3454	31ST DRIVE
125	3456	31ST DRIVE
126	3458	31ST DRIVE
127	3460	31ST DRIVE
128	3516	31ST DRIVE
129	3520	31ST DRIVE
130	3521	31ST DRIVE
131	3517	31ST DRIVE
132	3515	31ST DRIVE
133	3513	31ST DRIVE
134	3511	31ST DRIVE
135	3447	31ST DRIVE
136	3449	31ST DRIVE
137	3451	31ST DRIVE
138	3453	31ST DRIVE
139	3455	31ST DRIVE
140	3435	31ST DRIVE
141	3437	31ST DRIVE
142	3439	31ST DRIVE
143	3441	31ST DRIVE
144	3443	31ST DRIVE
145	3445	31ST DRIVE
146	3423	31ST DRIVE
147	3425	31ST DRIVE
148	3427	31ST DRIVE
149	3429	31ST DRIVE
150	3431	31ST DRIVE
151	3433	31ST DRIVE
152	3411	31ST DRIVE
153	3413	31ST DRIVE
154	3415	31ST DRIVE
155	3417	31ST DRIVE
156	3419	31ST DRIVE
157	3421	31ST DRIVE
158	3401	31ST DRIVE
159	3403	31ST DRIVE
160	3405	31ST DRIVE
161	3407	31ST DRIVE
162	3409	31ST DRIVE
163	3347	31ST DRIVE
164	3349	31ST DRIVE
165	3351	31ST DRIVE
166	3353	31ST DRIVE
167	3355	31ST DRIVE
168	3337	31ST DRIVE
169	3339	31ST DRIVE
170	3341	31ST DRIVE
171	3343	31ST DRIVE
172	3345	31ST DRIVE
173	3325	31ST DRIVE
174	3327	31ST DRIVE
175	3329	31ST DRIVE
176	3331	31ST DRIVE
177	3333	31ST DRIVE
178	3335	31ST DRIVE
179	3313	31ST DRIVE
180	3315	31ST DRIVE
181	3317	31ST DRIVE
182	3319	31ST DRIVE
183	3321	31ST DRIVE
184	3323	31ST DRIVE
185	3301	31ST DRIVE
186	3303	31ST DRIVE
187	3305	31ST DRIVE
188	3307	31ST DRIVE
189	3309	31ST DRIVE
190	3311	31ST DRIVE

GLENN R. SPRAGUE — STATE OF WASHINGTON — 41209 — REGISTERED PROFESSIONAL LAND SURVEYOR
7-1-16

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JOB NO. 12156E

THE TOWNS AT RIVERFRONT

A PORTION OF THE NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

EASEMENT PROVISIONS

1. AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO ALL UTILITIES, THE HOA AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS SERVING THIS PLAT UNDER AND UPON THE EXTERIOR FIVE (5.00) FEET PARALLEL WITH AND ADJOINING THE PRIVATE STREET FRONTAGE OF ALL LOTS, OR AS SHOWN HEREON AS "JOINT UTILITY EASEMENT" IN WHICH TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN STREET LIGHTS, UNDERGROUND CONDUITS, CABLES, PIPE AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH WATER, ELECTRICITY, TELEPHONE AND OTHER UTILITY SERVICES, TOGETHER WITH THE RIGHT TO ENTER UPON THE PROPERTIES AT ALL TIMES FOR THE PURPOSES HEREIN STATED PROVIDED THAT FOLLOWING ANY WORK, THE EASEMENT AREA SHALL BE RESTORED AS NEARLY AS POSSIBLE TO THE ORIGINAL CONDITION.
2. A 12.00 FOOT WIDE PUBLIC TRAIL EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS FOR PUBLIC PEDESTRIAN PURPOSES OVER THE PUBLIC TRAIL AS CONSTRUCTED, WITHIN THOSE PORTIONS OF TRACT 986, THE CENTERLINE OF WHICH IS APPROXIMATELY SHOWN HEREON. THE CITY OF EVERETT IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE TRAIL AND WALL FACILITIES WITHIN SAID EASEMENT.
3. A 5.00 FOOT WIDE PUBLIC TRAIL EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS FOR PUBLIC PEDESTRIAN PURPOSES OVER THE PUBLIC TRAIL, AS CONSTRUCTED, WITHIN THOSE PORTIONS OF LOTS 173 THROUGH 181, THE CENTERLINE OF WHICH IS APPROXIMATELY SHOWN HEREON. THE CITY OF EVERETT IS HEREBY RESPONSIBLE FOR THE MAINTENANCE OF THE TRAIL FACILITIES WITHIN SAID EASEMENT.
4. PUBLIC TRAIL SIGNAGE EASEMENTS OVER AND UPON PORTIONS OF TRACT 985 AND 986, ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS. SAID EASEMENTS ARE 5' x 5' SQUARE, CENTERED UPON THE POST, AS INSTALLED. THE CITY SHALL HAVE THE RIGHT TO OPERATE, MAINTAIN, REPAIR AND REPLACE THE SIGNAGE WITHIN SAID EASEMENT TOGETHER WITH THE RIGHT TO ACCESS SAID EASEMENT AREA FROM THE RIGHT-OF-WAY FOR SUCH PURPOSES.
5. A PUBLIC ACCESS EASEMENT OVER AND UPON TRACTS 983, 986 THROUGH 985 AND 987 THROUGH 999, IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS.
6. A PUBLIC ACCESS AND UTILITY EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS OVER, UNDER, AND UPON TRACTS 984 AND 985. THE CITY HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN PUBLIC UTILITY IMPROVEMENTS WITHIN THE EASEMENT AREAS AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES.
7. A PUBLIC WATER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS OVER, UNDER, AND UPON TRACTS 986, 987, 992 AND 999. TOGETHER WITH PORTIONS OF TRACTS 983, 995, 997 AND LOTS 135, 157, 178 AS SHOWN HEREON. THE CITY HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN PUBLIC WATER IMPROVEMENTS WITHIN THE EASEMENT AREAS AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES.
8. A PUBLIC STORM WATER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF EVERETT AND ITS SUCCESSORS AND ASSIGNS OVER, UNDER, AND UPON TRACTS 986, 987, 992 AND 999. TOGETHER WITH A PORTION OF TRACT 983 AS SHOWN HEREON. THE CITY HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN PUBLIC STORM WATER IMPROVEMENTS WITHIN THE EASEMENT AREAS AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES.
9. A PRIVATE STORM WATER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE HOA OVER THE STORM WATER RAIN GARDEN FACILITIES AS CONSTRUCTED WITHIN TRACTS 983, 986, 989, 994, 997 AND ON LOTS 5, 6, 11, 13 THROUGH 28, 36 THROUGH 39, 53, 85, 121, 130, 139, 144 THROUGH 147, 155 THROUGH 159 AND 177 THROUGH 180, AS SHOWN HEREON, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING. THE HOA HAS THE RIGHT TO REPAIR, REPLACE, CONSTRUCT AND MAINTAIN THE STORM WATER AND RAIN GARDEN FACILITIES WITHIN THE EASEMENT AND FOLLOWING SUCH USE SHALL RESTORE AS NEAR AS POSSIBLE TO ORIGINAL CONDITION RESULTING FROM THESE ACTIVITIES.
10. THE 5.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE WALL EASEMENT AS SHOWN ON LOTS 1 THROUGH 3, AND LOTS 185 THROUGH 190 IS FOR THE BENEFIT OF THE TOWNS AT RIVERFRONT HOA. SAID HOA SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE WALL FACILITIES.
11. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 1, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 1 THROUGH 5. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
12. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 8 AND 9, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 6 THROUGH 11. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
13. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 15 AND 16, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 12 THROUGH 16. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
14. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 18, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 17 THROUGH 22. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
15. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 27, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 23 THROUGH 28. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
16. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 29, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 29 THROUGH 35. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
17. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 37, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 36 THROUGH 39. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
18. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN CENTERED ON THE SHARED LOT LINE OF LOTS 45 AND 46, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 40 THROUGH 46. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
19. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 50 AND 51, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 47 THROUGH 53. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
20. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 60 AND 61, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 54 THROUGH 66. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
21. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 68, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 67 THROUGH 72. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
22. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 76, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 73 THROUGH 78. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
23. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN CENTERED ON THE SHARED LOT LINE OF LOTS 83 AND 84, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 79 THROUGH 84. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
24. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 88 AND 89 IS FOR THE BENEFIT OF LOTS 85 THROUGH 91. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
25. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 96, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 92 THROUGH 97. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
26. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 103, 104 AND 105, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 98 THROUGH 109. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
27. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 114, 115 AND 116, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 110 THROUGH 121. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
28. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOTS 125 AND 126, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 122 THROUGH 129. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
29. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON CENTERED ON THE SHARED LOT LINE OF LOTS 132 AND 133, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 130 THROUGH 134. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
30. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 138, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 135 THROUGH 139. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
31. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 142, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 140 THROUGH 145. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
32. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 149, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 146 THROUGH 151. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
33. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 154, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 152 THROUGH 157. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
34. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN CENTERED ON THE SHARED LOT LINE OF LOTS 160 AND 161, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 158 THROUGH 162. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
35. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN CENTERED ON THE SHARED LOT LINE OF LOTS 164 AND 165, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 163 THROUGH 167. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
36. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN CENTERED ON THE SHARED LOT LINE OF LOTS 170 AND 171, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 168 THROUGH 172. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
37. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 175, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 173 THROUGH 176. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
38. THE 4.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE STORM WATER EASEMENT AS SHOWN ON LOT 180, EXCEPT ANY PORTION THAT MAY LIE WITHIN A BUILDING, IS FOR THE BENEFIT OF LOTS 165 THROUGH 190. THE OWNERS OF SAID BENEFITED LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE STORM WATER FACILITIES.
39. THE 8.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE WATER EASEMENT AS SHOWN ON LOT 42 IS FOR THE BENEFIT OF LOT 43. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.
40. THE 8.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE WATER EASEMENT AS SHOWN ON LOT 56 IS FOR THE BENEFIT OF LOT 57. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.
41. THE 8.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE WATER EASEMENT AS SHOWN ON LOT 89 IS FOR THE BENEFIT OF LOT 88. THE OWNER OF SAID BENEFITED LOT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE WATER FACILITIES THEY HAVE THE BENEFIT OF USE.
42. THE 8.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE SEWER EASEMENT AS SHOWN ON LOTS 178 THROUGH 184 IS FOR THE BENEFIT OF LOTS 179 THROUGH 184, 189 AND 190. THE OWNER OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE SEWER FACILITIES THEY HAVE THE BENEFIT OF USE.
43. THE 8.00 FOOT WIDE STRIP OF LAND FOR A PRIVATE SEWER EASEMENT AS SHOWN ON LOTS 185 THROUGH 188 IS FOR THE BENEFIT OF LOTS 185 THROUGH 188. THE OWNER OF SAID BENEFITED LOTS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE PRIVATE SEWER FACILITIES THEY HAVE THE BENEFIT OF USE.

7-1-16

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JOB NO. 12156E

THE TOWNS AT RIVERFRONT

A PORTION OF THE NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON

SURVEY NOTES

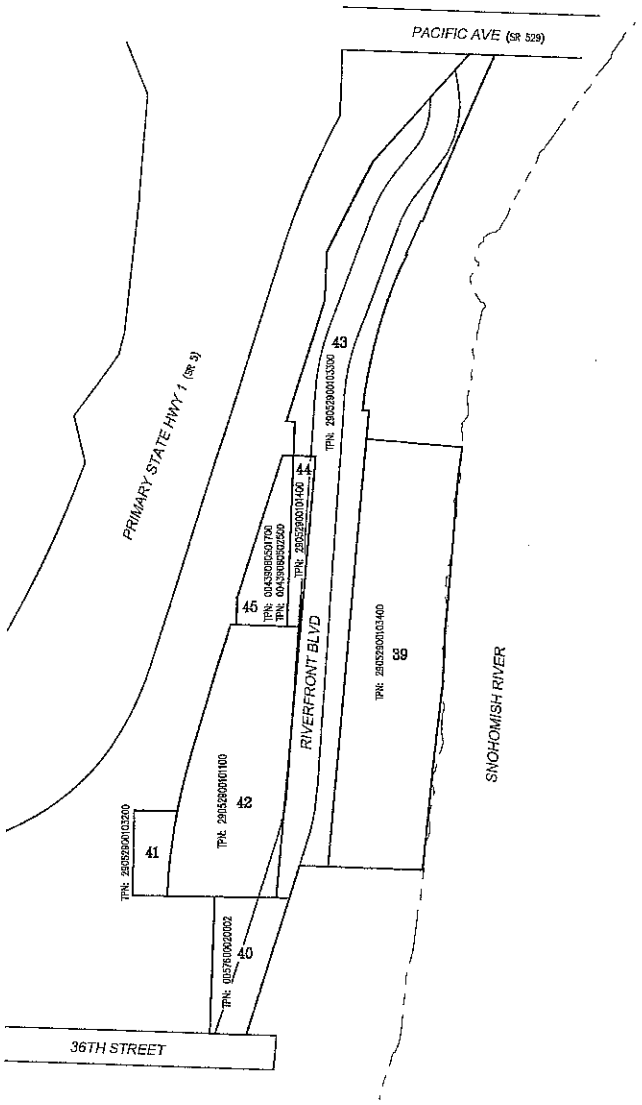
1. ALL TITLE INFORMATION SHOWN ON THIS MAP HAS BEEN EXTRACTED FROM FIRST AMERICAN TITLE INSURANCE CO. SUBDIVISION GUARANTEE NO. 2674825, DATED JUNE 24, 2016. IN PREPARING THIS MAP, CORE DESIGN, INC. HAS CONDUCTED NO INDEPENDENT TITLE SEARCH NOR IS CORE DESIGN, INC. AWARE OF ANY TITLE ISSUES AFFECTING THE SURVEYED PROPERTY OTHER THAN THOSE SHOWN ON THE MAP AND DISCLOSED BY THE REFERENCED FIRST AMERICAN TITLE INSURANCE COMPANY SUBDIVISION GUARANTEE. CORE DESIGN, INC. HAS RELIED WHOLLY ON FIRST AMERICAN TITLE INSURANCE COMPANY'S REPRESENTATIONS OF THE TITLE'S CONDITION TO PREPARE THIS SURVEY AND THEREFORE CORE DESIGN, INC. QUALIFIES THE MAP'S ACCURACY AND COMPLETENESS TO THAT EXTENT.
2. ALL SURVEY CONTROL INDICATED AS "FOUND" WAS RECOVERED FOR THIS PROJECT IN JANUARY OF 2013.
3. ALL DISTANCES ARE IN FEET.
4. THIS IS A FIELD TRAVERSE SURVEY. A SOKKIA FIVE SECOND COMBINED ELECTRONIC TOTAL STATION 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 332-130-090. ALL MEASURING INSTRUMENTS AND EQUIPMENT ARE MAINTAINED IN ADJUSTMENT ACCORDING TO MANUFACTURER'S SPECIFICATIONS.

REFERENCE SURVEYS

1. BOUNDARY LINE ADJUSTMENT AND RECORD OF SURVEY FOR THE CITY OF EVERETT PUBLIC WORKS DEPARTMENT RECORDED JUNE 30TH, 2006, RECORDED UNDER AUDITOR'S FILE NUMBER 200608215004, RECORDS OF SNOHOMISH COUNTY, WA.
2. BOUNDARY LINE ADJUSTMENT AND RECORD OF SURVEY FOR THE CITY OF EVERETT PUBLIC WORKS DEPARTMENT RECORDED APRIL 8TH, 2008, RECORDED UNDER AUDITOR'S FILE NUMBER 200804085008, RECORDS OF SNOHOMISH COUNTY, WA.
3. BOUNDARY LINE ADJUSTMENT RECORDED FEBRUARY 19, 2004, RECORDED UNDER AUDITOR'S FILE NUMBER 200402195093, RECORDS OF SNOHOMISH COUNTY, WA.
4. PLAT OF J.S. SINES ACRE TRACTS RECORDED MARCH 4TH, 1896, RECORDED IN VOLUME 4 OF PLATS, PAGE 11, RECORDS OF SNOHOMISH COUNTY, WA.
5. PLAT OF THE EVERETT LAND COMPANY'S FIRST ADDITION TO EVERETT RECORDED DECEMBER 21ST, 1891, RECORDED IN VOLUME 3 OF PLATS, PAGE 20, RECORDS OF SNOHOMISH COUNTY, WA.

BASIS OF BEARING

ALL DISTANCES SHOWN ON THIS SURVEY ARE GROUND DISTANCES. TO CONVERT DISTANCES TO STATE PLANE, SCALE BY THE PROJECT COMBINED FACTOR OF 0.999849358. BEARINGS ARE BASED ON WASHINGTON STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83/91), BASED ON GPS OBSERVATIONS FROM CITY OF EVERETT PRIMARY CONTROL POINTS E077, E125 AND E126. PER REFERENCE SURVEY #1.



SCALE: 1" = 200'

0 100 200 400

PARCEL BREAKDOWN

GLENN R. SPRAGUE — STATE OF WASHINGTON — 41299 — REGISTERED PROFESSIONAL LAND SURVEYOR

7-1-16

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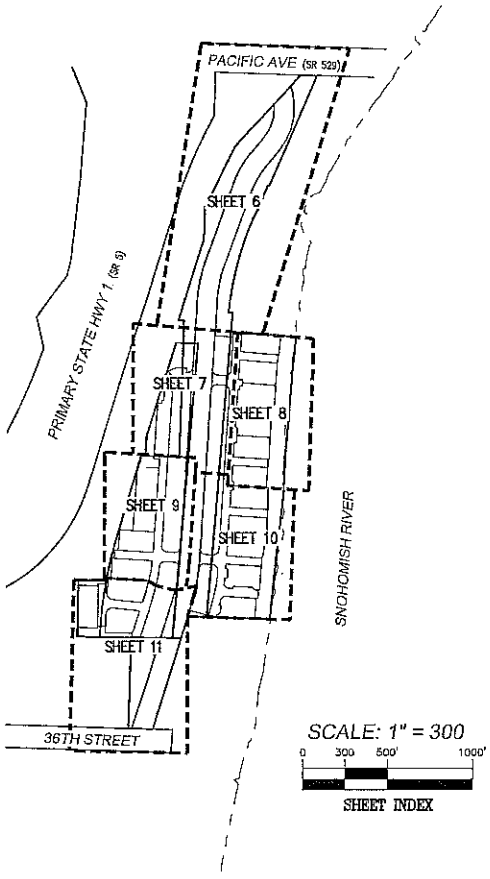

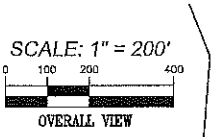

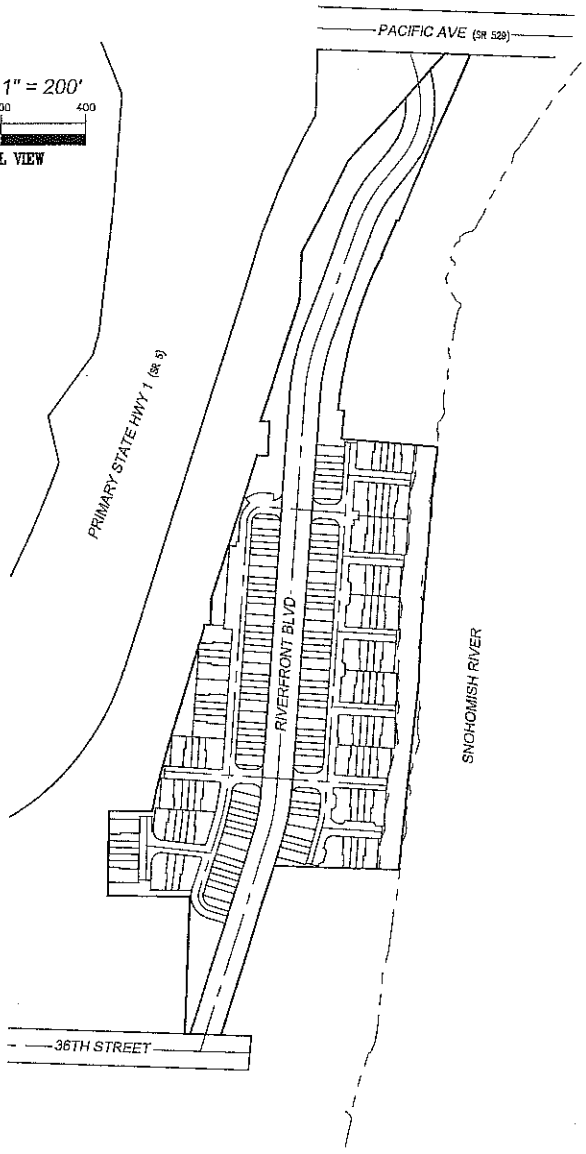

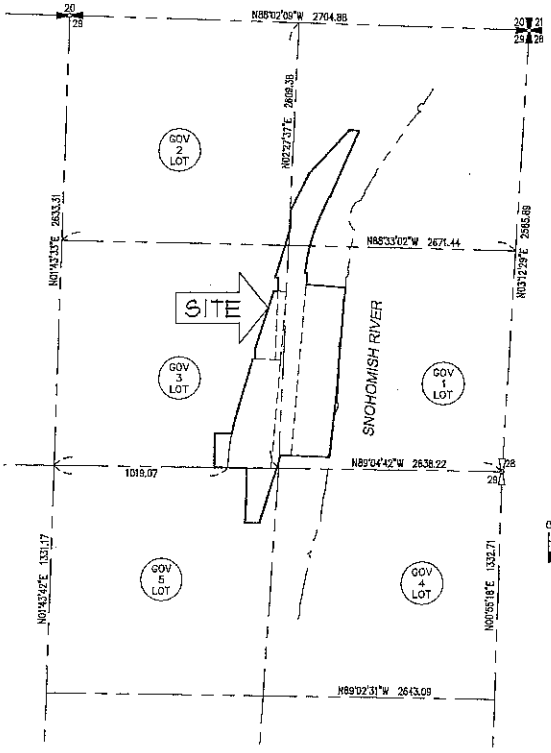

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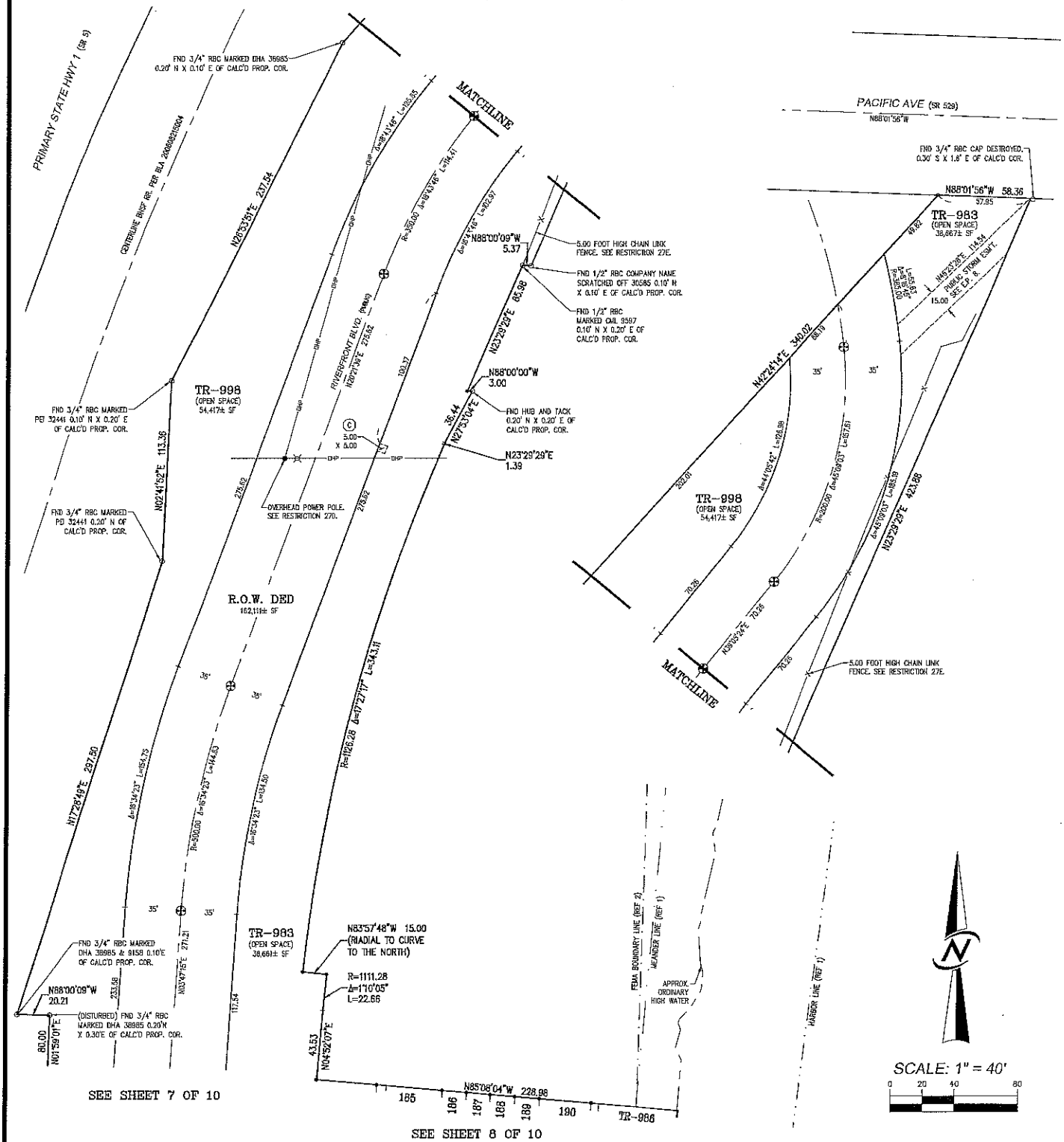

SEE SHEET 7 OF 10

SEE SHEET 8 OF 10

LEGEND

- ○ FOUND SURVEY MARKER AS NOTED.
- • SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299"
- ⊕ 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299" IN MONUMENT CASE.

GLENN R. SPRAGUE — STATE OF WASHINGTON — 41299 — REGISTERED PROFESSIONAL LAND SURVEYOR
7-1-16

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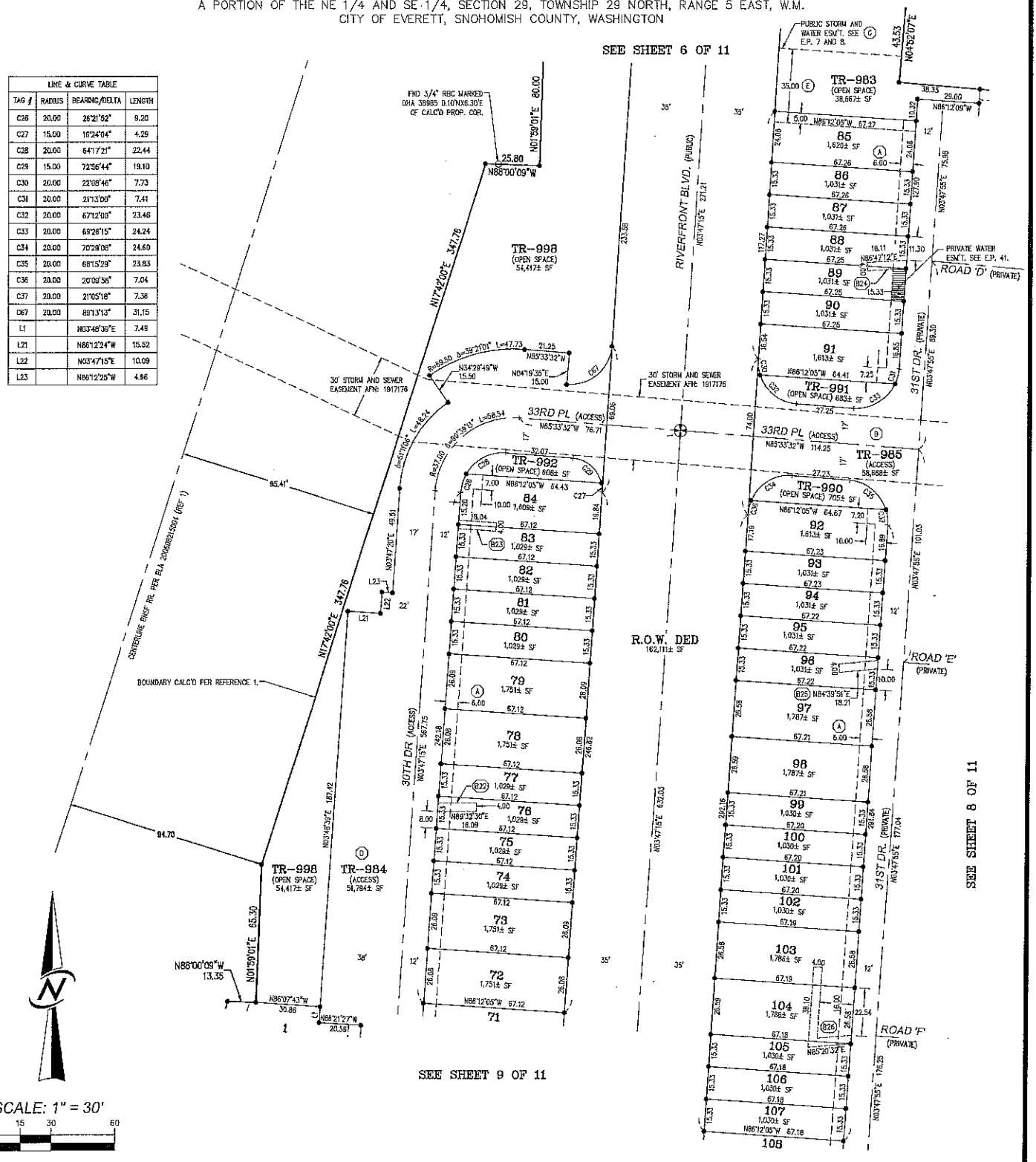


LINE & CURVE TABLE			
TAG #	RADIUS	BEARING/DELTA	LENGTH
C26	20.00	26°21'52"	9.20
C27	15.00	16°24'04"	4.29
C28	20.00	64°17'21"	22.44
C29	15.00	72°56'44"	19.10
C30	20.00	22°08'46"	7.73
C31	20.00	21°13'00"	7.41
C32	20.00	67°12'00"	23.46
C33	20.00	69°28'15"	24.24
C34	20.00	70°29'08"	24.60
C35	20.00	68°15'29"	23.83
C36	20.00	20°09'58"	7.04
C37	20.00	21°05'18"	7.36
D67	20.00	89°13'13"	31.15
L1		N03°46'39"E	7.48
L21		N86°12'24"W	15.52
L22		N03°47'15"E	10.09
L23		N86°12'25"W	4.86

LEGEND

- (A) JOINT UTILITY EASEMENT. SEE E.P. 1.
- (B##) PRIVATE STORM WATER EASEMENT. SEE E.P. #.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE E.P. 6.
- (E) PRIVATE STORM WATER/RAIN GARDEN EASEMENT. SEE E.P. 9.
- E.P. EASEMENT PROVISION.
- PRIVATE WATER EASEMENT. SEE E.P. #.
- FOUND SURVEY MARKER AS NOTED.
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299"
- 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299" IN MONUMENT CASE.

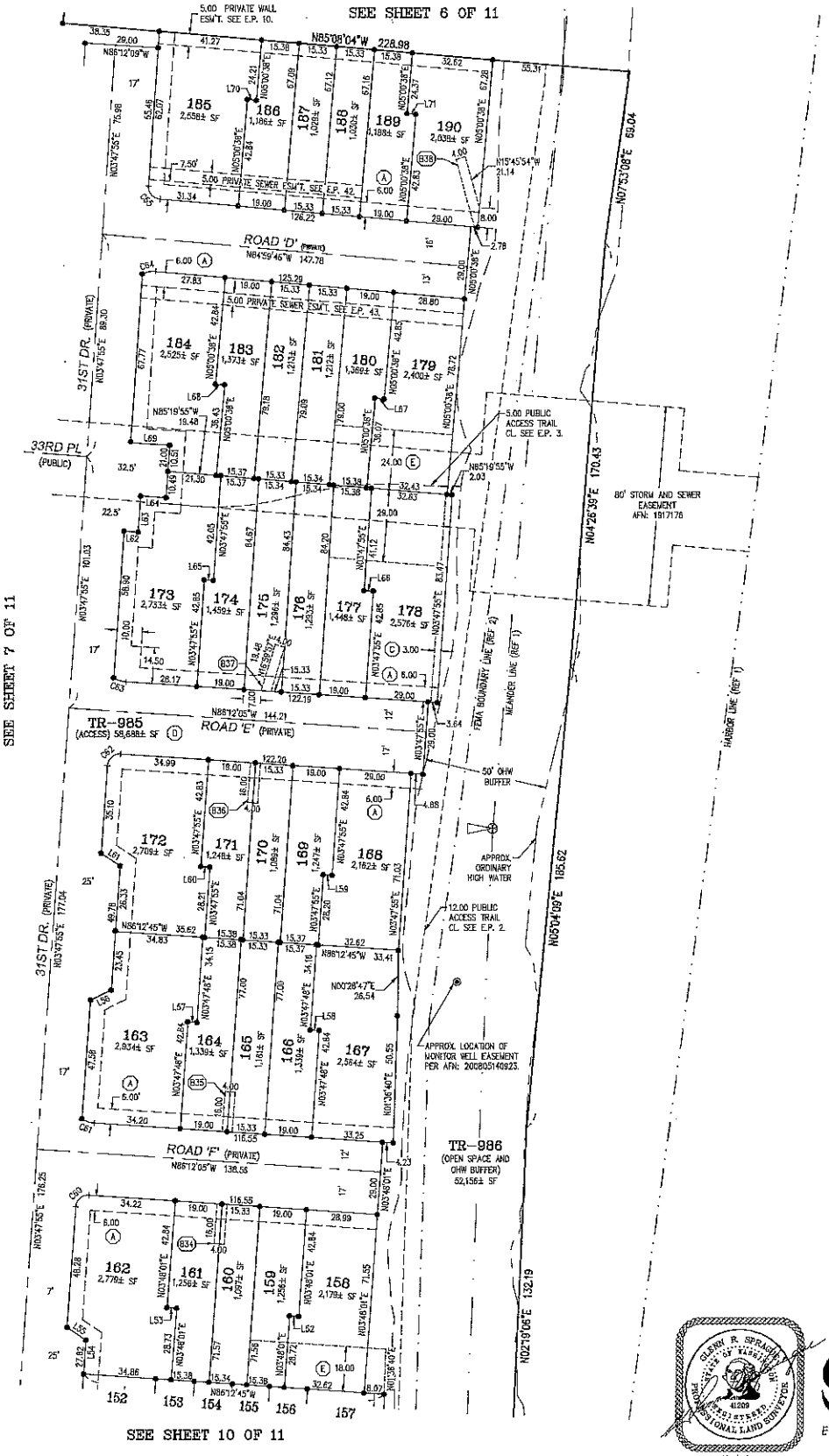
GLENN R. SPRAGUE — STATE OF WASHINGTON — 41299 — REGISTERED PROFESSIONAL LAND SURVEYOR
7-1-16

CORE DESIGN
14711 N.E. 29th Pl. Suite 101
Bellevue, Washington 98007
425.885.7877 Fax 425.885.7963
ENGINEERING • PLANNING • SURVEYING

JOB NO. 12156E

THE TOWNS AT RIVERFRONT

A PORTION OF THE NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON



LINE & CURVE TABLE			
TAG #	RADIUS	BEARING/DELTA	LENGTH
C60	5.00	90°00'39"	7.85
C61	10.01	29°59'56"	5.24
C62	5.00	90°00'39"	7.85
C63	10.00	30°01'02"	5.24
C64	10.00	31°12'23"	5.45
C65	5.00	88°47'37"	7.75
L52		N86°11'59"W	3.63
L53		N86°11'59"W	3.63
L54		N03°47'55"E	13.68
L55		N56°13'24"W	9.24
L56		N33°47'55"E	9.24
L57		N86°12'12"W	3.63
L58		N86°12'12"W	3.62
L59		N86°11'59"W	3.63
L60		N86°11'59"W	3.63
L61		N56°12'05"W	9.24
L62		N86°11'54"W	5.50
L63		N03°47'55"E	14.50
L64		N86°11'54"W	10.00
L65		N86°12'05"W	3.62
L66		N86°12'05"W	3.63
L67		N84°59'22"W	3.62
L68		N84°59'22"W	3.63
L69		N86°11'54"W	19.50
L70		N84°59'22"W	3.62
L71		N84°59'22"W	3.63

LEGEND

- (A) JOINT UTILITY EASEMENT. SEE E.P. 1.
- (B#) PRIVATE STORM WATER EASEMENT. SEE E.P. 4.
- (C) CITY OF EVERETT WATER EASEMENT. SEE E.P. 7.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE E.P. 6.
- (E) PRIVATE STORM WATER/RAIN GARDEN EASEMENT. SEE E.P. 9.
- ● SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41209".

E.P. EASEMENT PROVISION.
OHW ORDINARY HIGH WATER.
MEANDER CORNER.

N

SCALE: 1" = 30'
0 15 30 60

GLENN R. SPRAGUE — STATE OF WASHINGTON — 41209 — REGISTERED PROFESSIONAL LAND SURVEYOR
7-1-16

CORE DESIGN
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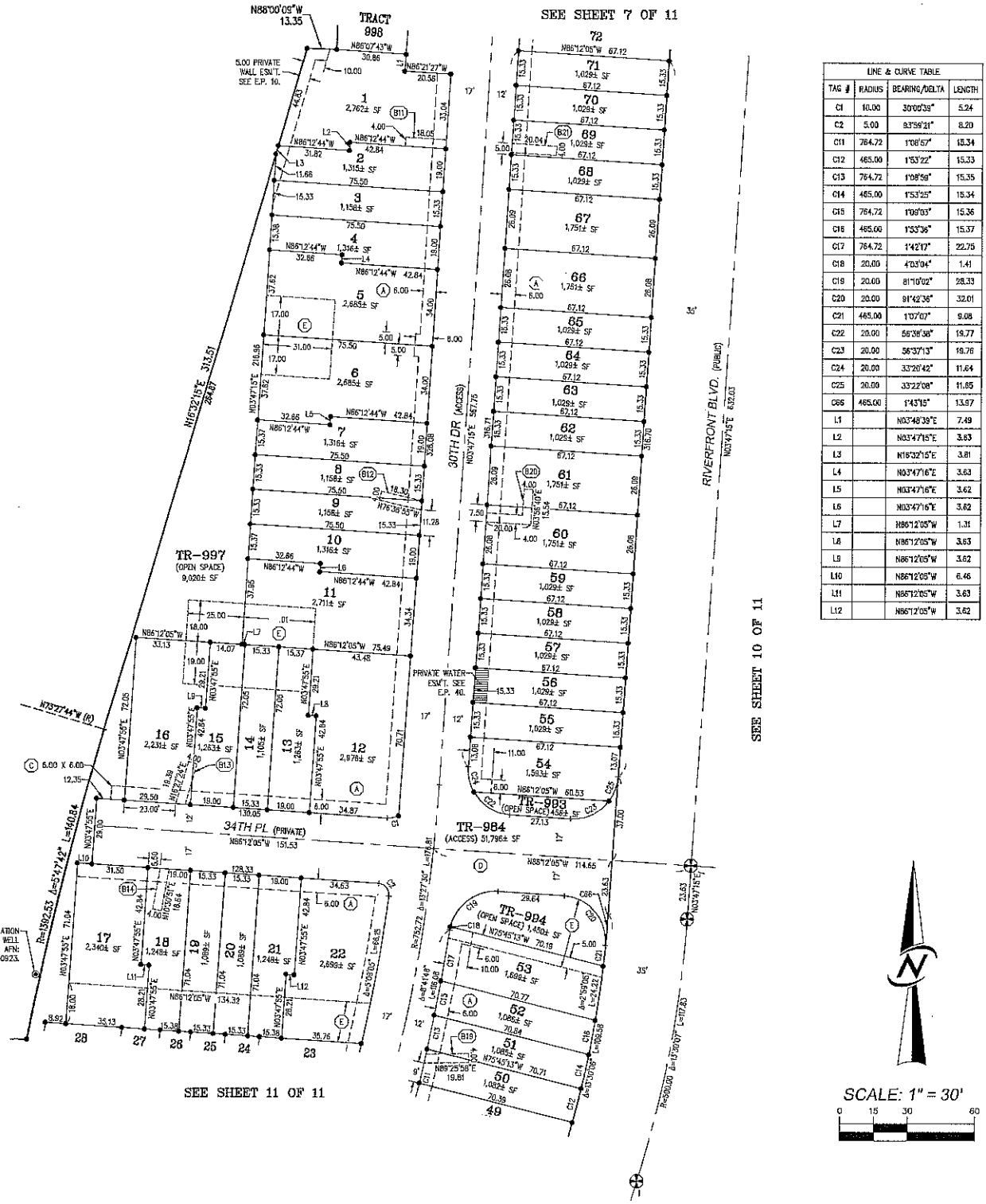
THE TOWNS AT RIVERFRONT

A PORTION OF THE NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON



LINE & CURVE TABLE			
TAG #	RADIUS	BEARING/DELTA	LENGTH
C1	10.00	30°00'39"	5.24
C2	5.00	93°59'21"	8.20
C11	764.72	1°08'57"	15.34
C12	465.00	1°53'22"	15.33
C13	764.72	1°08'59"	15.35
C14	465.00	1°53'25"	15.34
C15	764.72	1°09'03"	15.36
C16	465.00	1°53'36"	15.37
C17	764.72	1°42'17"	22.75
C18	20.00	4°03'04"	1.41
C19	20.00	81°10'02"	28.33
C20	20.00	91°42'36"	32.01
C21	465.00	1°07'07"	9.08
C22	20.00	56°36'38"	19.77
C23	20.00	56°37'13"	19.76
C24	20.00	33°20'42"	11.64
C25	20.00	33°22'08"	11.65
C66	465.00	1°43'15"	13.97
L1		N03°48'39"E	7.49
L2		N03°47'15"E	3.63
L3		N16°32'15"E	3.81
L4		N03°47'16"E	3.63
L5		N03°47'16"E	3.62
L6		N03°47'16"E	3.62
L7		N86°12'05"W	1.31
L8		N86°12'05"W	3.63
L9		N86°12'05"W	3.62
L10		N86°12'05"W	6.46
L11		N86°12'05"W	3.63
L12		N86°12'05"W	3.62

SCALE: 1" = 30'
0 15 30 60

LEGEND

- (A) JOINT UTILITY EASEMENT. SEE E.P. 1.
- (B#) PRIVATE STORM WATER EASEMENT. SEE E.P. #.
- (C) CITY OF EVERETT WATER EASEMENT. SEE E.P. 7.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE E.P. 6.
- (E) PRIVATE STORM WATER/RAIN GARDEN EASEMENT. SEE E.P. 9.
- (R) RADIAL BEARING
- E.P. EASEMENT PROVISION.
- PRIVATE WATER EASEMENT. SEE E.P. #.
- SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299"
- 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299" IN MONUMENT CASE.

GLENN R. SPRAGUE — STATE OF WASHINGTON — 41299 — REGISTERED PROFESSIONAL LAND SURVEYOR
7-1-16

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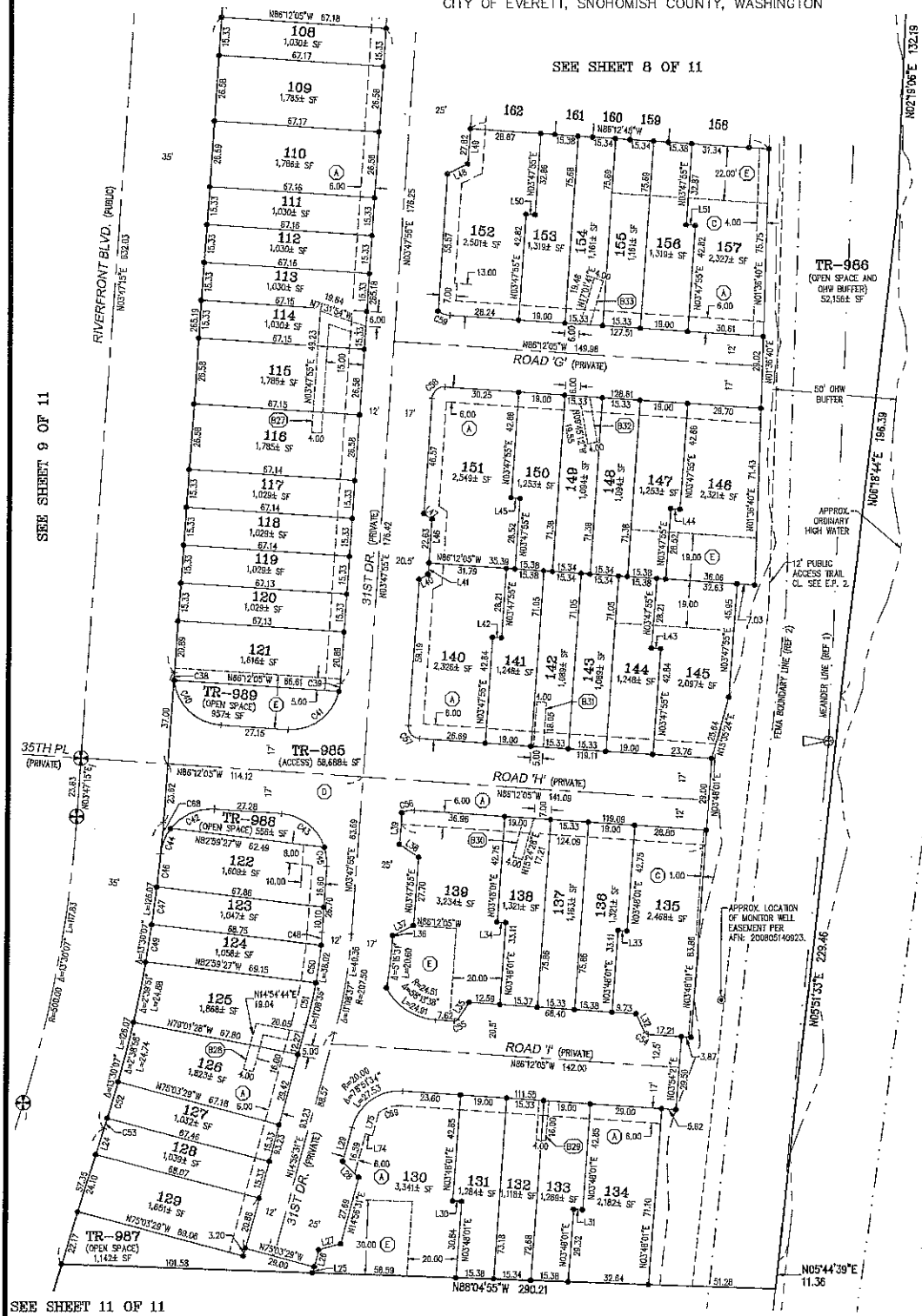
JOB NO. 12156E

THE TOWNS AT RIVERFRONT

SEE SHEET 7 OF 11

A PORTION OF THE NE 1/4 AND SE 1/4, SECTION 29, TOWNSHIP 29 NORTH, RANGE 5 EAST, W.M.
CITY OF EVERETT, SNOHOMISH COUNTY, WASHINGTON



LINE & CURVE TABLE			
TAG #	RADIUS	BEARING/DELTA	LENGTH
C38	20.00	9°11'11"	3.21
C39	19.99	9°12'15"	3.21
C40	20.00	80°48'05"	28.21
C41	19.99	80°48'24"	28.20
C42	20.00	56°13'14"	19.62
C43	20.00	67°36'31"	23.60
C44	20.00	32°24'31"	11.31
C45	20.00	22°21'50"	7.81
C46	535.00	1°25'17"	13.27
C47	535.00	1°38'32"	15.33
C48	195.50	1°32'23"	5.25
C49	535.00	1°38'36"	15.34
C50	195.50	4°29'42"	15.34
C51	195.50	5°06'31"	17.43
C52	535.00	1°38'33"	15.34
C53	535.00	0°27'25"	4.27
C54	1.50	60°00'50"	1.57
C55	1.50	59°59'11"	1.57
C56	9.96	30°01'39"	5.23
C57	4.99	89°39'21"	7.84
C58	5.01	90°00'39"	7.87
C59	10.02	29°58'32"	5.24
C68	535.00	1°22'55"	12.90
C69	14.00	40°38'41"	9.93

LINE TABLE		
LINE #	BEARING	LENGTH
L24	N17°17'22"E	11.08
L25	N14°56'31"E	2.48
L26	N14°56'31"E	7.14
L27	N74°57'11"E	9.24
L28	N45°04'08"W	9.24
L29	N14°56'31"E	14.09
L30	N86°11'59"W	3.63
L31	N86°11'59"W	3.63
L32	N26°11'15"W	8.37
L33	N86°11'59"W	3.63
L34	N86°11'59"W	3.63
L35	N33°48'45"E	8.37
L36	N03°47'55"E	0.82
L37	N63°47'55"E	9.24
L38	N56°13'24"W	9.24
L39	N03°47'55"E	12.79
L40	N63°47'15"E	4.04
L41	N03°47'55"E	4.84
L42	N86°12'05"W	3.62
L43	N86°12'05"W	3.62
L44	N86°12'05"W	3.62
L45	N86°12'05"W	3.62
L46	N03°47'55"E	17.79
L47	N56°13'24"W	4.04
L48	N63°47'55"E	9.24
L49	N03°47'55"E	14.14
L50	N86°12'05"W	3.62
L51	N86°12'05"W	3.63
L74	N75°03'29"W	3.00
L75	N14°56'31"E	9.62

SCALE: 1" = 30'

0 15 30 60

LEGEND

- (A) JOINT UTILITY EASEMENT. SEE E.P. 1.
- (B)(#) PRIVATE STORM WATER EASEMENT. SEE E.P. #.
- (C) CITY OF EVERETT WATER EASEMENT. SEE E.P. 7.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE E.P. 6.
- (E) PRIVATE STORM WATER/RAIN GARDEN EASEMENT. SEE E.P. 9.
- E.P. EASEMENT PROVISION.
- OHW ORDINARY HIGH WATER.
- ● SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299"
- ⊕ 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299" IN MONUMENT CASE.
- MEANDER CORNER.

GLENN R. SPRAGUE — STATE OF WASHINGTON — 41299 — REGISTERED PROFESSIONAL LAND SURVEYOR
7-1-16

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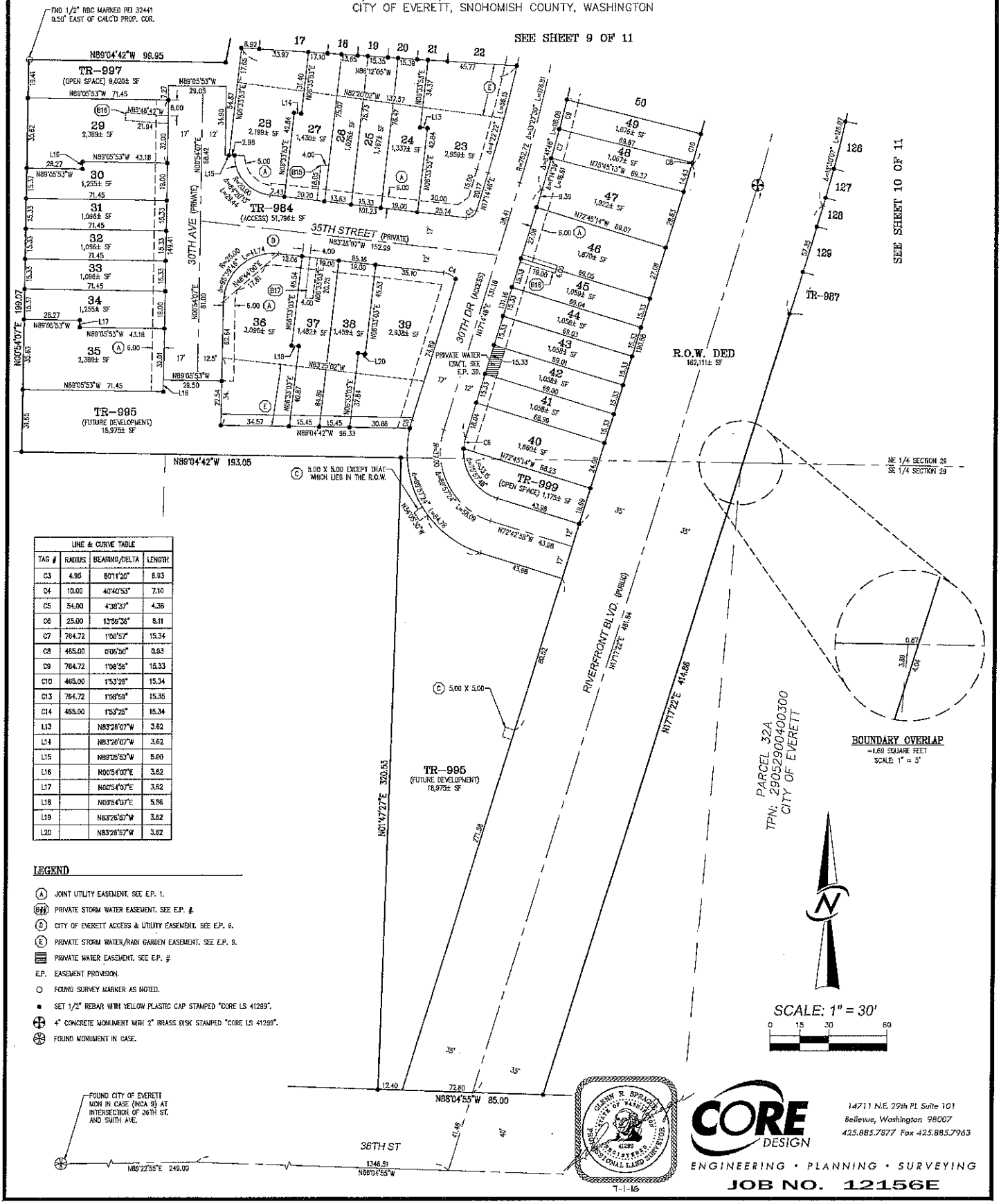

LINE & CURVE TABLE			
TAG #	RADIUS	BEARING/DELTA	LENGTH
C3	4.95	80°11'20"	6.93
C4	10.00	40°40'53"	7.10
C5	54.00	4°38'37"	4.38
C6	25.00	13°59'36"	6.11
C7	764.72	1°08'57"	15.34
C8	465.00	0°06'50"	0.93
C9	764.72	1°08'56"	15.33
C10	465.00	1°53'26"	15.34
C13	764.72	1°08'59"	15.35
C14	465.00	1°53'26"	15.34
L13		N83°26'07"W	3.62
L14		N83°26'07"W	3.62
L15		N89°05'53"W	5.00
L16		N00°54'07"E	3.62
L17		N00°54'07"E	3.62
L18		N00°54'07"E	5.86
L19		N83°26'57"W	3.62
L20		N83°26'57"W	3.62

LEGEND

- (A) JOINT UTILITY EASEMENT. SEE E.P. 1.
- (PSM) PRIVATE STORM WATER EASEMENT. SEE E.P. #.
- (D) CITY OF EVERETT ACCESS & UTILITY EASEMENT. SEE E.P. 6.
- (E) PRIVATE STORM WATER/RAIN GARDEN EASEMENT. SEE E.P. 9.
- PRIVATE WATER EASEMENT. SEE E.P. #.
- E.P. EASEMENT PROVISION.
- ○ FOUND SURVEY MARKER AS NOTED.
- • SET 1/2" REBAR WITH YELLOW PLASTIC CAP STAMPED "CORE LS 41299".
- ⊕ 4" CONCRETE MONUMENT WITH 2" BRASS DISK STAMPED "CORE LS 41299".
- ⊛ FOUND MONUMENT IN CASE.

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7-1-16

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JOB NO. 12156E

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Animal Shelter Fee Modifications Effective October 1, 2016

X	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Animal Shelter
	Consent	Contact Person	Paul Kaftanski/ Glynis Frederiksen
	Action	Phone Number	425-257-7113 425-257-6013
	First Reading	FOR AGENDA OF	August 17, 2016
	Second Reading		
	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Everett Animal Shelter		Animal Shelter Fees	Administration, Parks

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The attached Animal Shelter fee modifications will become effective October 1, 2016. The revisions take into consideration current sheltering costs and market comparisons of local animal agencies.

The adjustments include the following:

1. Increasing reclaim, owner surrender, euthanasia, licensing and adoption fees;
2. Including a microchip with stray reclaim fees;
3. Establishing certain fee categories for species other than cats and dogs;
4. Increasing license fees to adjust for online purchases; and
5. Establishing tiered late fees for expired licenses

Consistent with the requirements of the resolution passed by City Council in 2011, animal shelter fee adjustments specify a review process and notification to the City Council prior to implementation. The fee modifications were the subject of a public comment period from May 2, 2016 through June 1, 2016 and a public meeting at the May 25, 2016 regular meeting of the Animal Shelter Advisory Board. Public notices regarding the fees and meeting were placed in The Daily Herald, on the City's website and posted at the Animal Shelter. The Board finalized its recommendation to staff at its June 22, 2016 meeting.

CITY OF EVERETT ANIMAL SERVICES
FEE REVISIONS
Effective October 1, 2016

ANIMAL IMPOUND FEES

Impound fees were previously called 'reclaim' fees. Categories have been adjusted to account for differing sheltering costs for different species. Microchip implantation will be included, and licensed pets will have a lower impound fee.

Fee Item	Current (Revised in 2011)	New Fees	Comments
Impound Dog/Cat	$25	$100	Now includes a microchip ($40 value).
Impound Dog/Cat (wearing license)	$25	$50	Establishes benefit and incentive for licensed pets for first impound.
Impound, Other Small Companion Animal	$5	$25	Reflects housing costs for small mammals, rabbits and small to medium birds and reptiles.
Impound Large Exotic (legal)	$50	$50	Reflects housing costs for larger, legal exotics, e.g. large parrots and reptiles.
Impound Exotic or Wild Animal (illegal)	$50	$200 + $50/day or incurred costs	Animals prohibited under EMC. $50/day boarding if housed at EAS -or- actual cost of offsite boarding.
Impound Fowl	$50	$25	Establishes new category for fowl.
Impound Large Livestock	$100	$125 plus incurred costs	Animals boarded offsite, e.g. horses or cattle. The fee factors in additional staff time required.
Subsequent Impound Fee Increases	2nd: $50; 3rd: $100; 4th+: $150	Add $50 to previous fee	Fee increases by $50 each subsequent impound, e.g. 1st: $100, 2nd: $150, 3rd: $200.
Dog, Testing/Labwork	$25	$60	Reflects actual cost for blood draws and lab charges.
Cat, Testing/Labwork	$15	$20-$80	Reflects actual cost for blood draws and lab charges.$20 for FIV/FeLV testing, $60 for other labwork.
Veterinary Exam	$20	$35	Staffing costs for a veterinarian & technician based on a 15-minute exam.
Boarding	$15 per day	$20 per day	Reflects current shelter housing costs.

OWNER SURRENDER & EUTHANASIA FEES

New categories have been created for species other than dogs and cats, and one owner surrender fee will apply to a litter of puppies or kittens. Euthanasia fees will now include the $25 body disposal fee.

Fee Item	Current (Revised in 2011)	New Fees	Comments
Owner Surrender Cat/Dog/Litter	$25	$45	
Owner Surrender Medium Mammal		$20	Rabbits, guinea pigs, ferrets
Owner Surrender Small Mammal/Bird		$5	Includes hamsters, mice, parakeets, etc.
Owner Surrender Parrot, Other Exotic		$30	Includes snakes, turtles/tortoises, lizards, etc.
Euthanasia, Cat	$45	$85	Incorporates $25 disposal fee. Total current charge is actually $70.
Euthanasia, Dog	$75	$115	Incorporates $25 disposal fee. Total current charge is actually $100.

ADOPTION FEES

Variable fees take costs into account while acting in the animals' best interests. They are comparable to fees at other animal agencies. Fees are adjusted for special promotions or events, space constraints, and for hard to place animals.

Fee Item	Current (Revised in 2011)	New Fees	Comments
Adoption, Dog	$75 - $300	Canine Adoption Fee Range: $75 - $350 Standard Adult Dog: $150 Standard Puppy <6 mos: $350 Special Needs Canine: $75 *(medical, behavioral, geriatric)*	
Adoption, Puppy < 6 mos	$140 - $300		
Adoption, Cat	$75 - $100	Feline Adoption Fee Range: $25 - $150 Standard Adult Cat: $50 Standard Kitten <6 mos: $125 Special Needs Feline: $25 *(medical, behavioral, geriatric)*	
Adoption, Kitten < 6 mos	$115		
Adoption, Two Cats Same Day	$37.50 - $50.00	$75	One fee covers both animals.
Adoption, Two Kittens Same Day	$120	$200	One fee covers both animals.
Adoption, Cat/Dog, Senior >65 yrs	$75 - $125	50% discount	Provides a senior discount for adult cat/dog adoptions; changes age from 55 to 65 years.

LICENSING FEES

Licensing fees will increase to better reflect program administration costs, which include database maintenance, online sales transaction fees and licensing renewal follow up costs.

Fee Item	Current (Revised in 2011)	New Fees	Comments
Altered Cat/Dog	$20	$25	
Altered Cat/Dog Microchipped	$10	$15	
Senior Altered Cat/Dog	$15	$20	For seniors 65 years and older
Sr. Altered Cat/Dog Microchipped	$7.50	$12.50	For seniors 65 years and older
Unaltered Cat/Dog	$40	$50	
Service Dog	$10	No charge	Service dog as defined in Everett Municipal Code and ADA.
Late Charge: 31-60 days	$10	$10	31 to 60 days past expiration date
Late Charge: 61-90 days	n/a	$20	61to 90 days past expiration date
Late Charge: 91-135 days	n/a	$35	91 to 135 days past expiration date
Late Charge: 136-365 days	n/a	$45	136 to 365 days past expiration date
Late Charge: 1 yr+	n/a	$50 + yearly license fee(s)	Over one year past expiration date
Hobby Kennel or Cattery License	$50	Waive fee with adoption	$50 fee waived for one year when new license purchased at the time of an EAS animal adoption.

RESOLUTION NO._____

Be it Resolved by the City Council of the City of Everett:

That the claims against the City of Everett for the period July 30, 2016 through August 5, 2016 having been audited and approved, have been paid and the disbursements have been made against the proper funds in payment thereof, as follows:

Fund	Department	Amount
002	General Government	9,926.12
003	Legal	145,259.56
004	Administration	2,922.98
007	Human Resources	675.00
009	Misc Financial Funds	304,980.73
010	Finance	65.52
022	Neighborhoods & Community Deve	2,581.01
024	Public Works-Engineering	7,896.03
026	Animal Shelter	140.00
027	Senior Center	450.00
031	Police	26,650.59
032	Fire	1,661.96
038	Facilities/Maintenance	2,145.36
	TOTAL GENERAL FUND	**505,354.86**

Fund	Department	Amount
101	Parks & Recreation	85,424.39
110	Library	18,532.67
112	Community Theater	36,105.26
120	Public Works-Streets	1,663.19
146	Property Management	4,055.49
149	Senior Center Reserve	1,641.50
152	Cum Reserve-Library	197.87
153	Emergency Medical Services	3,579.26
197	CHIP Loan Program	9,550.26
303	PW Improvement Projects	316.00
308	Riverfront Development	38,291.25
336	Water & Sewer Sys Improv Project	2,450.17
354	Parks Capital Construction	21,411.48
401	Public Works-Utilities	340,534.14
402	Solid Waste Utility	469.70
425	Public Works-Transit	22,616.14
430	Everpark Garage	16,613.00
440	Golf	19,379.69
451	Everett-Tulalip Joint Water Line	308.00
501	MVD-Transportation Services	13,871.82
503	Self-Insurance	117,219.92
505	Computer Reserve	125,795.39
638	Fire Pension	1,315.50
665	Other Special Agency Funds	16,382.00
	TOTAL CLAIMS	**1,403,078.95**

Passed and approved this _____day of _____ , 2016.

_____
Councilperson Introducing Resolution

_____
Council President

RESOLUTION NO. _____

Be it Resolved by the City Council of the City of Everett:

That the claims made by electronic transfer against the City of Everett for the month June 1 through June 30, 2016, having been audited, be and the same are hereby approved, and the proper officers are hereby authorized and directed to charge claims made by electronic transfer against the proper funds in payment thereof, as follows:

Fund	Department	Amount
002	General Fund	$ 174,426.77
101	Park	57,123.59
110	Library	3,826.29
112	Community Theater	3,688.98
119	Public Works - Street Imp	41.49
120	Streets	708.46
126	Moter Vehicle/Equip Repl	403.39
145	ESCROQ	1,195.55
146	Parking Lot Reserve	4,612.43
148	Municipal Art Fund	226.65
149	Senior Center Reserve	4,333.55
151	Animal Reserve	9,996.23
152	Library Reserve	135.43
153	EMS	7,169.87
156	Criminal Justice	9,464.03
210	General Obligation Bond Debt Serv	22,871.75
303	Public Works Improvement Proj	131.06
308	Riverfront Development	193.35
336	Water/Sewer System Imrpov	741.82
354	Parks Capital Construction	634.56
401	Utilities	279,095.88
402	Solid Waste Utility	3,888.26
425	Transit	17,819.46
430	Everpark Garage	3,894.64
440	Golf	161,569.61
501	Transportation Services	65,859.08
503	Self-Insurance Fund	20.00
505	Computer Reserve Fund	1,658.23
507	Telecom	13,548.52
508	Health Benefits Reserve	1,289,622.67
637	Police Pension	53,570.39
638	Fire Pension	88,348.85
661	Payroll Withholding	3,594,676.45
TOTAL CLAIMS BY ELECTRONIC TRANSFER		**$ 5,875,497.29**

_____
Councilmember Introducing Resolution

Passed and approved this _____ day of _____, 2016

_____
Council President

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Street Closure – Annual Block Party

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	City Clerk
_____	Consent	Contact Person	Anna Pankevich
_____	Action	Phone Number	425-257-8614
_____	First Reading	FOR AGENDA OF	August 17, 2016
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		

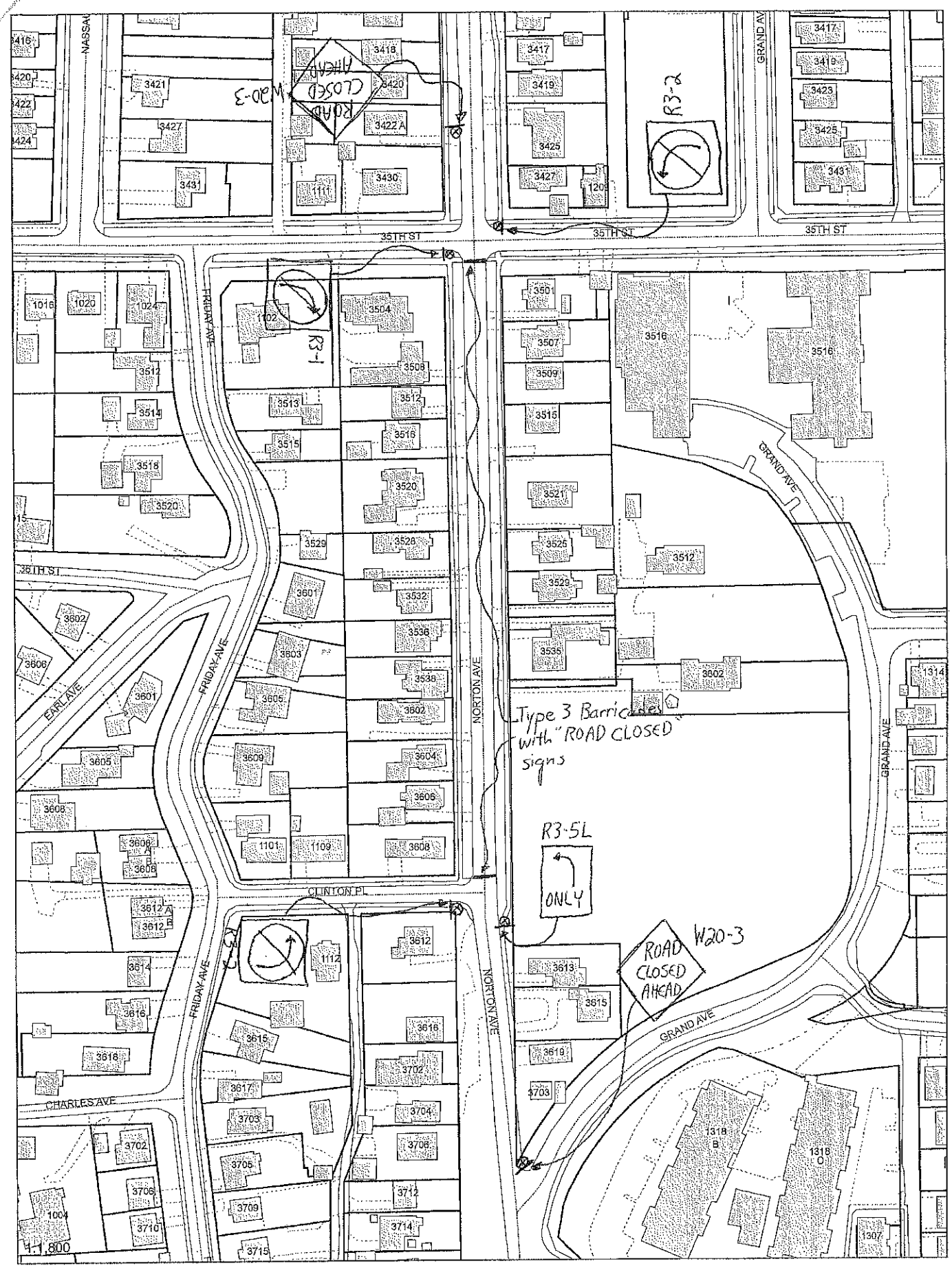
Initialed by:
Department Head _____
CAA dl
Council President _____

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Norton Avenue between Clinton Place and 35th Street		Special Event Application	Police, Fire, Streets, Traffic Engineering, Transit

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:
Norton Avenue Block Watch is requesting the closure of Norton Avenue between Clinton Place and 35th Street on August 20, 2016, 10 a.m. to 11 p.m., for an annual block party.

RECOMMENDATION (Exact action requested of Council):
Authorize the closure of Norton Avenue between Clinton Place and 35th Street on August 20, 2016, 10 a.m. to 11 p.m., for an annual block party, sponsored by Norton Avenue Block Watch.


35TH ST
FRIDAY AVE
NORTON AVE
GRAND AVE
EARL AVE
CLINTON PL
CHARLES AVE
R3-1
R3-2
R3-3
R3-5L
ONLY
ROAD CLOSED AHEAD
W20-3
Type 3 Barricades with "ROAD CLOSED" signs
1" = 300'

Greggandkarrie@gmail.com

SPECIAL EVENT APPLICATION

Event Type: X Street Closure ___ Parade ___ Walk/Run ___ Other (_____)

Event Date: Aug. 20 2016 **Event Time:** 10 am - 11 pm

Closure Time: 10am - 11pm

RECEIVED
JUL 21 2016
CITY OF EVERETT
City Clerk

Event Description: Annual block party.

Location of Event: 3500 block Norton Ave

Sponsoring Organization: Norton Ave Block Watch

Address: 3529 Norton Ave **City & State** Everett WA

Contact Person: Karrie Williams **Phone No.** 425 2931944

We **require** that you inform the neighborhood and businesses of the street closure **prior** to obtaining approval.

What method will be used to inform the impacted parties of the street closure? door to door and fliers

If applicable, answer the following:
Approx. # of participants: 50 Persons _____ Animals _____ Vehicles
_____ Type of Animals

Assembly area (streets) Clinton Pl to 35th Ave

Portion of street to be used: X Full width _____ Half _____ Other

*Attach a **map** showing route of parade or run/walk.

Official Use

	Admin.	Traffic	Police	Fire	Transit	Streets
Approved:	___	✓	___	✓	✓	✓
Rejected:	___	___	___	___	___	___

Special Conditions: _____

Comments: _____

Council agenda date: ___/___/___ City Council approval: ___/___/___

Permit _____ TR # _____

Indemnification, Hold Harmless, and Certification

As a material inducement and consideration for the City granting this approval, the Applicant, on behalf of the sponsoring organization, hereby agrees to defend, indemnify and hold harmless the City from and against any and all Claims for personal injury, death, property damage or destruction, arising from, relating to, or resulting from the Event that is the subject of this approval.

"City" shall mean the City of Everett, its officers, employees and agents.

"Claims" shall mean any actions, demands, suits, obligation or liability for payment of damages, fees, and costs, including, but not limited to, attorney's fees, expert witness fees, court costs and other legal expenses.

Provided, however, this agreement to defend, indemnify and hold harmless the City shall not apply to Claims arising out of bodily injury or death or property damage or destruction caused by the sole negligence or willful misconduct of the City.

As Applicant, I certify that 1) the information provided on this application is true and correct; and 2) I am duly authorized by the sponsoring organization to make this application and enter into this agreement, on behalf of the sponsoring organization, to defend, indemnify and hold harmless the City.

KWilliams	7/19/16
Signature	Date
Karrie Williams	
Printed Name	
Norton Block Watch	425 293 1933
Organization Representing	Phone No.

List businesses/residences impacted by this event. You must also obtain an approval signature from each business/resident indicating they concur with the closure.

Business/Residence	Signature of approval
1. 3525 Norton Ave	Andrea Hubbard
2. 3528 Norton Ave	M. J. Antonelli
3. 3521 Norton Ave	[illegible]
4. 3509 Norton Ave	[illegible]
5. 3536 Norton Ave	[illegible]
6. 3538 Norton Ave	[illegible]
7. 3606 Norton Ave	[illegible]
3535 Norton Ave	[illegible]
3529 Norton Ave	KWilliams
3532 Norton Ave	Andrey [illegible]

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Street Closure – The Everett Food Truck Festival

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	City Clerk
_____	Consent	Contact Person	Anna Pankevich
_____	Action	Phone Number	425 257-8614
_____	First Reading	FOR AGENDA OF	August 17, 2016
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		

Initialed by:
Department Head _____
CAA db
Council President AM

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Colby Avenue Between 25th Street and Everett Avenue		Special Event Application	Police, Fire, Streets, Traffic Engineering, Transit

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Live in Everett, Everett Makers Market and Imagine Children's Museum are requesting the closure of Colby Avenue Between 25th Street and Everett Avenue on August 27, 2016, 6 a.m. to 6 p.m., for the Everett Food Truck Festival.

RECOMMENDATION (Exact action requested of Council):

Authorize the closure of Colby Avenue Between 25th Street and Everett Avenue on August 27, 2016, 6 a.m. to 6 p.m., for the Everett Food Truck Festival, sponsored by Live in Everett, Everett Makers Market and Imagine Children's Museum.

SPECIAL EVENT APPLICATION

Event Type: x Street Closure ___ Parade ___ Walk/Run ___ Other (_____)

Event Date: August 27th, 2016 **Event Time:** 9 AM - 5 PM

Closure Time: 6 AM - 6 PM

Event Description: The Everett Food Truck Festival. 24 Food Trucks, Everett Makers Market, Imagine Children's Museum attraction.

Location of Event: Colby Ave. Between Everett and 25th. Also, a portion of 26th indicated on the map – specifically, 26th from the alley behind Banner Bank west to the alley behind Wicked Cellars.

Sponsoring Organization: Live in Everett in partnership with the Everett Makers Market and Imagine Children's Museum

Address: Live in Everett 1904 Wetmore Ave **City & State** Everett, WA

Contact Person: Tyler Chism **Phone No.** 425-344-1727

We **require** that you inform the neighborhood and businesses of the street closure **prior** to obtaining approval.

What method will be used to inform the impacted parties of the street closure? Hand Delivered 5 Page Info Packet

If applicable, answer the following:
Approx. # of participants: _____ Persons _____ Animals _____ Vehicles
_____ Type of Animals

Assembly area (streets) NA

Portion of street to be used: x Full width _____ Half _____ Other

*Attach a **map** showing route of parade or run/walk.

Official Use

	Admin.	Traffic	Police	Fire	Transit	Streets
Approved:			✓	✓	✓	✓
Rejected:						

Special Conditions: _____

Comments: _____

Council agenda date: ___/___/___ City Council approval: ___/___/___

Permit _____ TR # _____

Indemnification, Hold Harmless, and Certification

As a material inducement and consideration for the City granting this approval, the Applicant, on behalf of the sponsoring organization, hereby agrees to defend, indemnify and hold harmless the City from and against any and all Claims for personal injury, death, property damage or destruction, arising from, relating to, or resulting from the Event that is the subject of this approval.

"City" shall mean the City of Everett, its officers, employees and agents.

"Claims" shall mean any actions, demands, suits, obligation or liability for payment of damages, fees, and costs, including, but not limited to, attorney's fees, expert witness fees, court costs and other legal expenses.

Provided, however, this agreement to defend, indemnify and hold harmless the City shall not apply to Claims arising out of bodily injury or death or property damage or destruction caused by the sole negligence or willful misconduct of the City.

As Applicant, I certify that 1) the information provided on this application is true and correct; and 2) I am duly authorized by the sponsoring organization to make this application and enter into this agreement, on behalf of the sponsoring organization, to defend, indemnify and hold harmless the City.

[signature] 8/11/2016
Signature Date

Tyler Chism
Printed Name

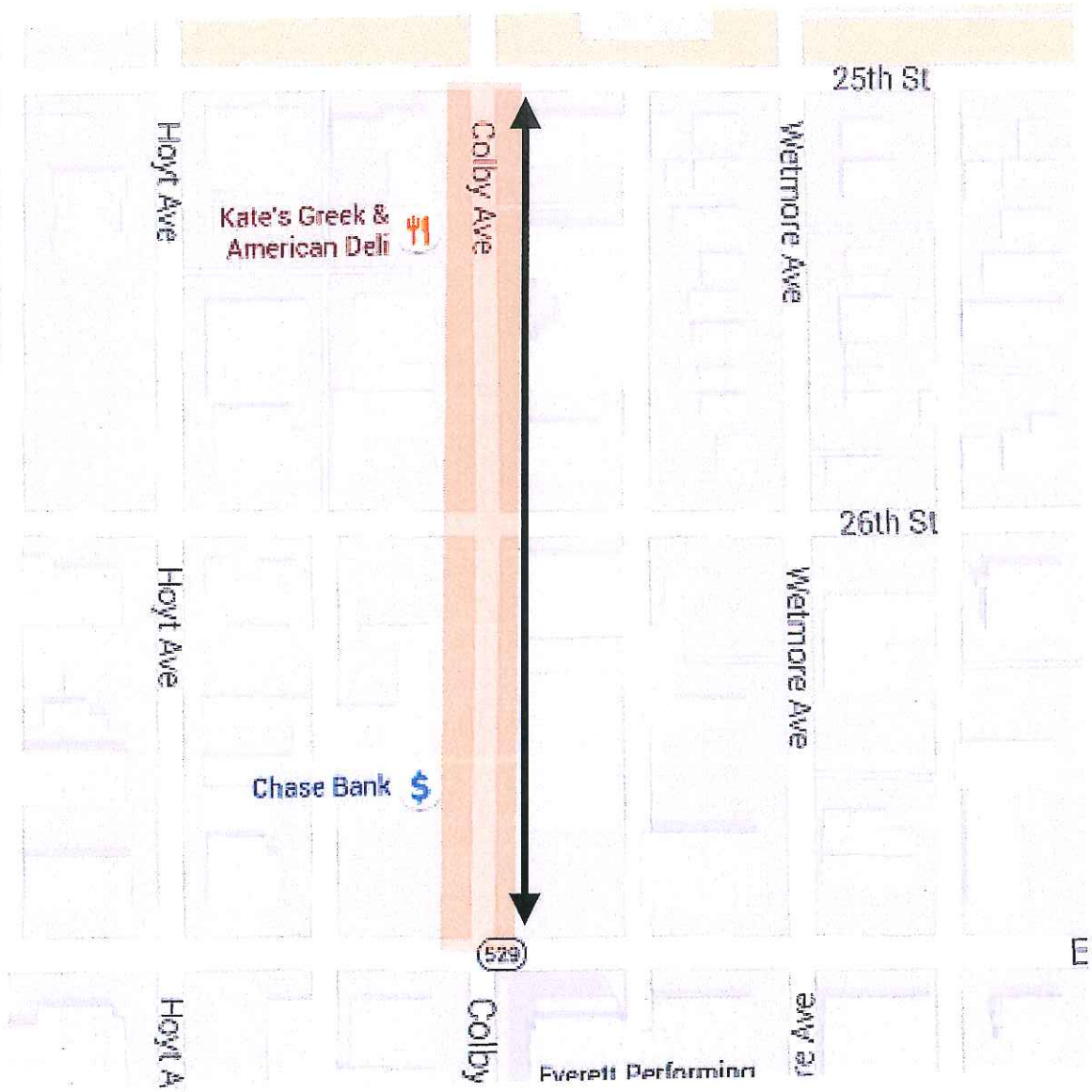
Live in Everett 425-394-1727
Organization Representing Phone No.

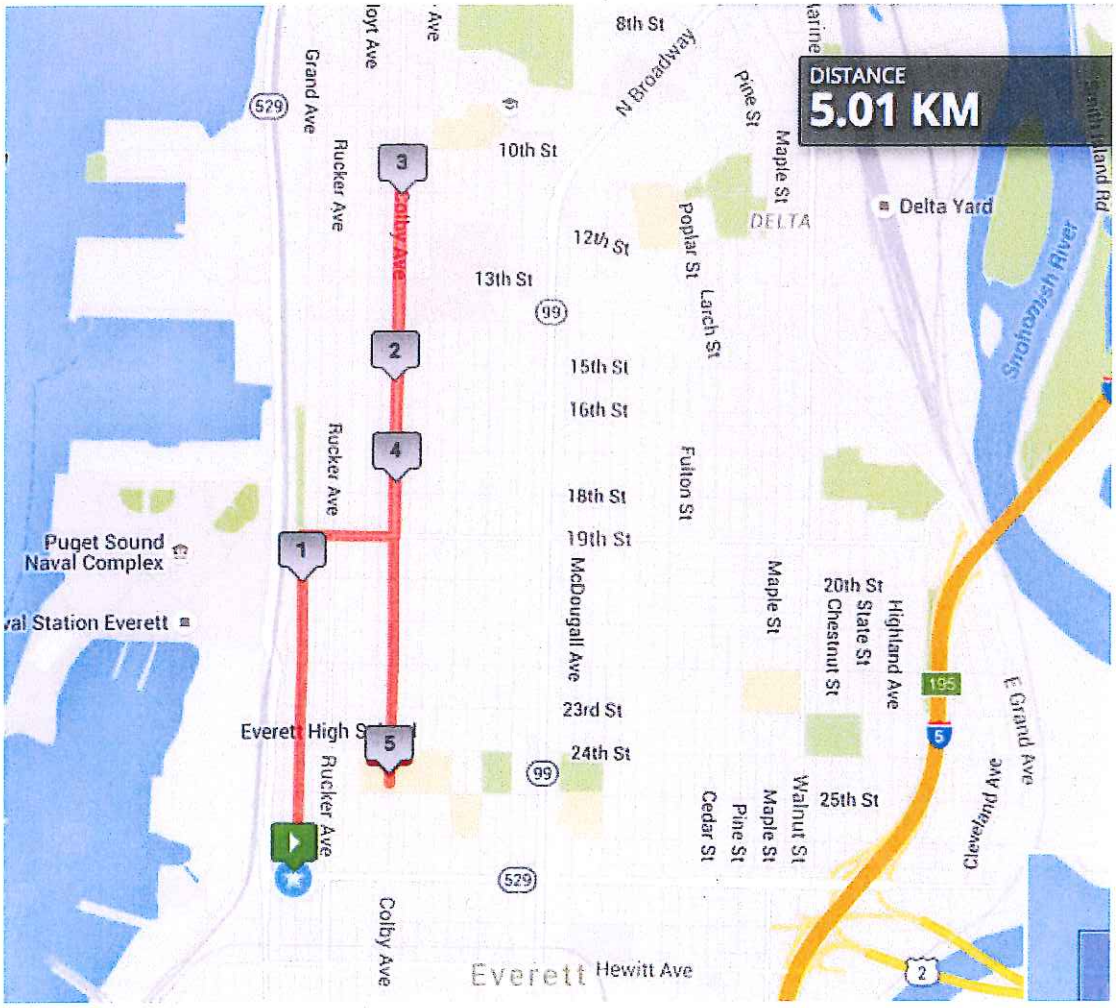
List businesses/residences impacted by this event. You must also obtain an approval signature from each business/resident indicating they concur with the closure.

	Business/Residence	Signature of approval
1.		
2.		
3.		
4.		
5.		
6.		
7.		

2016 Food Truck Festival Location

Colby Avenue, between 25th and Everett Avenue.





Bubble Run Route 2016

CONTACT US
TYLER CHISM 425-344-1727
GARRET HUNT - 425-308-1888
LIVEINEVERETT@GMAIL.COM

May 6, 2016

Dear Business Owner,

The Live in Everett Food Truck Festival is scheduled for Saturday, August 27th, 2016. As with previous years, we're working with the Bubble Run to create a whole day of fun in Everett and bring thousands of people to your doorsteps. We experienced record growth last year and did our best to deal with the chaos. However, we recognize that the chaos affected your business. We're committed this year to working alongside the businesses on Colby to minimize the negative affects our event has on your business.

As of now, we're planning to host the event on Colby Avenue between 25th Street and Everett Avenue. This will result in Colby being closed from early in the morning until 6 PM on Saturday August 27th. The alleys WILL BE OPEN this year. We have worked with the Bubble Run to **ensure** their race WILL NOT block the alleys so your clients and customers can get to your business (see attached maps).

We're asking you to please sign our street closure application to close down Colby for the day and bring the Everett Food Truck Festival and thousands of people to your doorsteps.

Please see reverse side for a list of complaints from last year and our remedies to fix them.

Sincerely yours,
Tyler Chism + Garret Hunt
www.liveineverett.com

Common complaints from last year and our plans to address them this year.

"We were not informed of the event"

This year, we're hand delivering this letter four months in advance to inform you about our event. We also want to invite you to dialog with us about your needs and how we can help.

"There was garbage everywhere!"

This year, we're staffing our event with two dozen volunteers and investing in twice as many trash bins to handle the waste. We'll work with a janitorial company to clean Colby between 25th and Everett Ave. after the event.

"My customers/clients could not get to my business!"

This year, the alleys behind your businesses will be open along with Hoyt and Wetmore. Everpark garage will also be open for your clients to park in, for free. We're happy to provide you with a map that you can print and give to your clients/customers showing how they'll access your business and where to park. Call us to inquire.

"The Food Trucks will steal business from my restaurant."

Trust us, the lines are LONG and people get tired of waiting. Last year, we saw lines going out of the doors of every restaurant that stayed open for the festival.

"My bathroom will be destroyed by non-paying customers!"

Yeah, we would not want someone who's full of food using our bathroom either! We'll have a ton of porta-potties and can provide you with a sign that states that your restroom is not for public use.

Along with our plans to mitigate these issues, we're also committed to helping you market your business to a captive audience of many non-Everett people. We will create custom coupons for all businesses to distribute to visitors so you can invite people back to your business after the event. Our in-house design team will design the coupon and help connect you with a place to get them printed at a very affordable rate. Call to inquire.

Please don't hesitate to call us with any other concerns. We'll work as hard as we can make sure you have a record day!

We need the business owner or decision maker to sign below so we can make this great community event happen. Call us with any questions or concerns, otherwise if you could please sign below.

Here are three simple ways to get this form back to us:

1. Email us. Send an email to: LiveInEverett@gmail.com stating you approve the street closure for the food truck festival. Please include your name, title, and business, and that's all we'll need!

2. Mail this letter to us.
   Sign below, and you can mail this letter to us at
   Garret + Tyler
   (Lamoureux Real Estate)
   1904 Wemore Ave,
   Everett WA 98201

3. We can come by to pick it up. If we haven't heard back from you by Friday May 13th, we'll come back by to pick up your signed letter at that time.

Name Print:
Signature:
Business/ Title:

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

Please don't hesitate to call us with any other concerns. We'll work as hard as we can make sure you have a record day!

We need the business owner or decision maker to sign below so we can make this great community event happen. Call us with any questions or concerns, otherwise if you could please sign below.

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Name Print: BRIAN SHAW
Signature: Brian Shaw
Business/ Title: Manager

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

needle pointer

Please don't hesitate to call us with any other concerns. We'll work as hard as we can make sure you have a record day!

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3. We can come by to pick it up. If we haven't heard back from you by Friday May 13th, we'll come back by to pick up your signed letter at that time.

Name Print: Alex . Link
Signature:
Business/ Title: Banner Bank PB

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

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Name Print: TODD STIGER
Signature: Todd Stiger
Business/ Title: Alsbury Carpet - Owner

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

Please don't hesitate to call us with any other concerns. We'll work as hard as we can make sure you have a record day!

We need the business owner or decision maker to sign below so we can make this great community event happen. Call us with any questions or concerns, otherwise if you could please sign below.

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   Everett WA 98201

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Name Print: Jana K. Soriano
Signature: Jana Soriano
Business/ Title: owner

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

Jana's

Please don't hesitate to call us with any other concerns. We'll work as hard as we can make sure you have a record day!

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Name Print: Sherie Rzeczkowski
Signature: Sherie Rzeczkowski
Business/ Title: Petite Sweet Bakery owner

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

Please don't hesitate to call us with any other concerns. We'll work as hard as we can make sure you have a record day!

We need the business owner or decision maker to sign below so we can make this great community event happen. Call us with any questions or concerns, otherwise if you could please sign below.

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Name Print: Judy Matheson
Signature: Judy Matheson
Business/ Title: JMatheson Gifts

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

Please don't hesitate to call us with any other concerns. We'll work as hard as we can make sure you have a record day!

We need the business owner or decision maker to sign below so we can make this great community event happen. Call us with any questions or concerns, otherwise if you could please sign below.

Here are three simple ways to get this form back to us:

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   Everett WA 98201

3. We can come by to pick it up. If we haven't heard back from you by Friday May 13th, we'll come back by to pick up your signed letter at that time.

Name Print: Marlies Egberding
Signature: Marlies Egberding
Business/ Title: owner

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

Wicked

Please don't hesitate to call us with any other concerns. We'll work as hard as we can make sure you have a record day!

We need the business owner or decision maker to sign below so we can make this great community event happen. Call us with any questions or concerns, otherwise if you could please sign below.

Here are three simple ways to get this form back to us:

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Name Print:
Signature:
Business/ Title:

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

mini mart

Please don't hesitate to call us with any other concerns. We'll work as hard as we can make sure you have a record day!

We need the business owner or decision maker to sign below so we can make this great community event happen. Call us with any questions or concerns, otherwise if you could please sign below.

Here are three simple ways to get this form back to us:

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Name Print: John Fawcett
Signature: John C Fawcett
Business/ Title: Defensive Driving School

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

Please don't hesitate to call us with any other concerns. We'll work as hard as we can make sure you have a record day!

We need the business owner or decision maker to sign below so we can make this great community event happen. Call us with any questions or concerns, otherwise if you could please sign below.

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Name Print: Marie Sahaek
Signature: Marie Sahaek
Business/ Title: The Barbershop

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

Please don't hesitate to call us with any other concerns. We'll work as hard as we can make sure you have a record day!

We need the business owner or decision maker to sign below so we can make this great community event happen. Call us with any questions or concerns, otherwise if you could please sign below.

Here are three simple ways to get this form back to us:

1. Email us. Send an email to: LiveInEverett@gmail.com stating you approve the street closure for the food truck festival. Please include your name, title, and business, and that's all we'll need!

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Name Print: HOLLY BURKETT - POWERS
Signature: Holly Burkett Powers
Business/ Title: OWNER

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

Please don't hesitate to call us with any other concerns. We'll work as hard as we can make sure you have a record day!

We need the business owner or decision maker to sign below so we can make this great community event happen. Call us with any questions or concerns, otherwise if you could please sign below.

Here are three simple ways to get this form back to us:

1. Email us. Send an email to: LiveInEverett@gmail.com stating you approve the street closure for the food truck festival. Please include your name, title, and business, and that's all we'll need!

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Name Print:
Signature:
Business/ Title: Colby Crest

By signing this form, you're acknowledging that you understand the Live in Everett Food Truck Festival Street closure plan.

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:
Resolution Waiving Public Bidding Requirements and Approving Sole Source Purchase of Flygt Submersible Pumps and Replacement Parts from Whitney Equipment, Inc.

	Briefing
	Proposed Action
	Consent
X	Action
	First Reading
	Second Reading
	Third Reading
	Public Hearing

COUNCIL BILL #	
Originating Department	Finance/Purchasing
Contact Person	Clark Langstraat
Phone Number	425-257-8901
FOR AGENDA OF	August 17, 2016

Initialed by:
Department Head
CAA db
Council President

Location | **Preceding Action** | **Attachments** Resolution | **Department(s) Approval** Public Works, Purchasing

Amount Budgeted	$200,000.00	
Expenditure Required	-0-	Account Number(s): various
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Publics Works has an ongoing need for pumps and replacement parts for their fleet of Flygt submersible pumps at various locations. The estimated cost of these items over the next two years is $200,000. Flygt pumps have been established as a City standard and are only available from Whitney Equipment, Inc. As such, the City needs to waive its competitive bidding requirements and authorize a sole source purchase of Flygt pumps and replacement parts from Whitney Equipment, Inc.

RECOMMENDATION (Exact action requested of Council):

Adopt a Resolution waiving public bidding requirements and approve sole source purchase of Flygt submersible pumps and replacement parts from Whitney Equipment, Inc. in the estimated amount of $200,000 including Washington State sales tax.

RESOLUTION NO._____

A RESOLUTION waiving public bidding requirements and approving a sole source purchase of Flygt submersible pumps and replacement parts from Whitney Equipment, Inc.

WHEREAS, the City has selected Flygt pumps as a standard for submersible pumps in wastewater and sewer lift station applications; and

WHEREAS, maintenance and spare part stocking is made more efficient by the purchase of pumps from a single manufacturer; and

WHEREAS, Whitney Equipment, Inc is the only supplier capable of providing the Flygt pumps to customers in Washington State;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVERETT that because there is clearly and legitimately only one source capable of supplying Flygt pumps and replacement parts; the City hereby waives competitive bidding requirements and authorizes the purchase of Flygt pumps and replacement parts from Whitney Equipment, Inc.

_____
COUNCIL MEMBER INTRODUCING RESOLUTION

PASSED AND APPROVED THIS _____ DAY OF AUGUST, 2016.

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SCOTT MURPHY,
COUNCIL PRESIDENT

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

PROJECT TITLE:

Award Contract for the construction of Water Main Replacement "Q – Broadway" Project to Faber Construction

	Briefing	COUNCIL BILL #	
	Proposed Action	Originating Department	Public Works
	Consent	Contact Person	Richard Hefti
X	Action	Phone Number	425-257-7215
	First Reading	FOR AGENDA OF	August 17, 2016
	Second Reading		
	Third Reading		
	Public Hearing		
	Budget Advisory		

Initialed by:
Department Head
CAA
Council President

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
Broadway between 35th Street & Pacific Avenue	Call for Bids – July 13, 2016	Bid Summary	Public Works

Amount Budgeted	$1,000,000.00	Fund 336
Expenditure Required	$721,228.06	Account Number(s): UP 3612
Budget Remaining	$293,029.94	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

Bids were opened on August 2, 2016 with 10 bids received. Faber Construction submitted the lowest responsive and responsible bid in the amount of $721,228.06. The highest bid submitted came in at $997,651.20. The Engineer's Opinion of Probable Construction Cost is $919,900.

Water Main Replacement "Q – Broadway" (UP3612) will replace approximately 1,900 feet of existing 12-inch diameter cast iron pipe along the west side of Broadway between 35th Street and Pacific Avenue. The 12-inch cast iron pipe in Broadway has broken several times in the past and when it breaks it results in significant damage claims from flooding private property.

The budget remaining amount is arrived at by deducting the contracts for geotechnical ($7,865), surveying ($30,877), bid advertising ($2,000), and the low bid from the amount budgeted. There are no supplemental bidder requirements associated with this project.

RECOMMENDATION (Exact action requested of Council):

Award Contract for the construction of the Water Main Replacement "Q - Broadway" Project to Faber Construction in the amount of $721,228.06, which includes Washington State sales tax.

BID OPENING
8/2/2016; 2:00 pm
EOPCC = $919,900
UP3612

Water Main Replacement Q - Broadway

	Bidder	Location	Total
1	Faber Construction	Lynden WA 98264	$721,228.06
2	Ponderosa Pacific Inc.	Sultan WA 98294	$804,143.34
3	Allied Construction Assoc Inc	Everett WA 98201	$846,289.08
4	Oceanside Construction Inc.	Bellingham WA 98226	$862,254.12
5	B & L Utility Inc.	Snohomish WA 98290	$885,590.16
6	SRV Construction Inc.	Oak Harbor WA 98277	$886,393.06
7	R. L. Alia	Renton WA 98057	$913,567.20
8	Carmans Construction LLC	Oak Harbor WA 98277	$924,215.94
9	Thomco Const. Inc.	Lake Stevens WA 98258	$971,601.54
10	Interwest Construction Inc.	Burlington WA 98233	$997,651.20