PROPOSED DRAFT PRELIMINARY DEDICATION, EASEMENT, AND PROVISIONS LANGUAGE
BELLA VISTA ESTATES - PRELIMINARY MAJOR SUBDIVISION
FILE SUB-24-004

THE FOLLOWING PROPOSED DRAFT PRELIMINARY DEDICATION, EASEMENT, AND PROVISIONS LANGUAGE ARE PROVIDED BELOW IN RESPONSE TO THE CITY OF SEQUIM STAFF REVIEW COMMENTS FOR THE BELLA VISTA ESTATES PRELIMINARY MAJOR SUBDIVISION DATED JULY 19, 2024, FOR PURPOSES OF PRELIMINARY PLAT REVIEW AND APPROVAL.

LANGUAGE PROVIDED WILL LIKELY BE REVISED, AMENDED OR REPLACED AS NECESSARY OR APPROPRIATE DURING FINAL PLAT REVIEW AND APPROVAL PROCESS WITH THE CITY.

OWNER'S DECLARATION AND DEDICATION
(R.C.W. 58.17.165)

KNOW ALL PEOPLE BY THESE PRESENTS THAT WE, THE UNDERSIGNED BEING ALL OF THE OWNERS OF THE LAND HEREBY SUBDIVIDED, HEREBY DECLARE THIS PLAT TO BE THE GRAPHIC REPRESENTATION OF THE SUBDIVISION MADE HEREBY, AND DO HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND AVENUES NOT SHOWN AS PRIVATE HEREON AND DEDICATE THE USE THEREOF FOR ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, AND ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS SHOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF SAID STREETS AND AVENUES, AND FURTHER DEDICATE TO THE USE OF THE PUBLIC ALL THE EASEMENTS AND TRACTS SHOWN ON THIS PLAT FOR ALL PUBLIC PURPOSES AS INDICATED HEREON, INCLUDING BUT NOT LIMITED TO OPEN SPACE, UTILITIES AND DRAINAGE UNLESS SUCH EASEMENTS OR TRACTS ARE SPECIFICALLY IDENTIFIED ON THIS PLAT AS BEING DEDICATED OR CONVEYED TO A PERSON OR ENTITY OTHER THAN THE PUBLIC.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED WAIVE FOR THEMSELVES, THEIR HEIRS, AND ASSIGNS AND ANY PERSON OR ENTITY DERIVING TITLE FROM THE UNDERSIGNED, ANY AND ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF SEQUIM, ITS SUCCESSORS AND ASSIGNS WHICH MAY BE OCCASIONED BY THE ESTABLISHMENT, CONSTRUCTION, OR MAINTENANCE OF ROADS AND/OR DRAINAGE SYSTEMS WITHIN THIS SUBDIVISION OTHER THAN CLAIMS RESULTING FROM INADEQUATE MAINTENANCE BY THE CITY OF SEQUIM.

FURTHER, THE UNDERSIGNED OWNERS OF THE LAND HEREBY SUBDIVIDED AGREE FOR THEMSELVES, THEIR HEIRS AND ASSIGNS TO INDEMNIFY AND HOLD THE CITY OF SEQUIM, ITS SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY DAMAGE, INCLUDING ANY COSTS OF DEFENSE, CLAIMED BY PERSONS WITHIN OR WITHOUT THIS SUBDIVISION TO HAVE BEEN CAUSED BY ALTERATIONS OF THE GROUND SURFACE, VEGETATION, DRAINAGE, OR SURFACE OR SUBSURFACE WATER FLOWS WITHIN THIS SUBDIVISION OR BY ESTABLISHMENT, CONSTRUCTION OR MAINTENANCE OF THE ROADS WITHIN THIS SUBDIVISION. PROVIDED, THIS WAIVER AND INDEMNIFICATION SHALL NOT BE CONSTRUED AS RELEASING THE CITY OF SEQUIM, ITS SUCCESSORS OR ASSIGNS, FROM LIABILITY FOR DAMAGES, INCLUDING THE COST OF DEFENSE, RESULTING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF SEQUIM ITS SUCCESSORS, OR ASSIGNS.

THIS SUBDIVISION DEDICATION, WAIVER OF CLAIMS AND AGREEMENT TO HOLD HARMLESS IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER.

IN WITNESS WHEREOF WE SET OUR HANDS AND SEALS.

DRAFT PRELIMINARY PROPOSED

TRACT OWNERSHIP AND USES

UPON THE RECORDING OF THIS PLAT, TRACT A, AN OPEN SPACE AND STORMWATER DETENTION TRACT IS HEREBY CONVEYED, TOGETHER WITH ALL MAINTENANCE OBLIGATIONS, EXCEPT AS PROVIDED HEREIN, TO THE BELLA VISTA ESTATES HOMEOWNERS ASSOCIATION, SUBJECT TO A PERPETUAL NON-EXCLUSIVE EASEMENT THAT IS HEREBY GRANTED TO THE CITY OF SEQUIM FOR INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, OPERATION AND USE OF A STORM WATER QUALITY AND DETENTION VAULT, DRAIN PIPES AND OTHER DRAINAGE SYSTEM FACILITIES, ACCESS DRIVEWAY, AND OTHER NECESSARY APPURTENANCES THERETO OVER, UNDER, ALONG AND ACROSS SAID TRACT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO, PROVIDED (A) THAT THE BELLA VISTA ESTATES HOMEOWNERS ASSOCIATION AND THEIR SUCCESSORS IN INTEREST, SHALL HAVE THE PERPETUAL RIGHT TO INSTALL, REPAIR, REPLACE, MAINTAIN, OPERATE AND USE SAID TRACT FOR THOSE PURPOSES AND USES SUCH AS INSTALLING, MAINTAINING AND REPLACING TREES, LANDSCAPING, A PRIVATE IRRIGATION SYSTEM AND RECREATION FACILITIES, IF ANY, PROVIDED THAT THESE ACTIONS DO NOT UNREASONABLY INTERFERE WITH THE CITY OF SEQUIM'S DUTIES TO PERFORM ANY AND ALL OF ITS INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, OPERATION AND USE OF SAID FACILITIES, (B) THAT THE BELLA VISTA ESTATES HOMEOWNERS ASSOCIATION AND THEIR SUCCESSORS IN INTEREST, IN USING TRACT H, AND IN THE COURSE OF THE PERFORMANCE OF LANDSCAPE, IRRIGATION AND RECREATION FACILITIES OBLIGATIONS INCLUDING INSTALLING, REPAIRING, REPLACING, MAINTAINING AND OPERATING THE SAME, SHALL NEITHER UNREASONABLY INTERFERE WITH THE VAULTS PURPOSE OF STORM WATER QUALITY AND STORM WATER DETENTION, NOR UNREASONABLY INTERFERE WITH THE CITY OF SEQUIM'S MAINTENANCE PERSONNEL, AND OR ASSIGNS, IN THE PERFORMANCE OF THEIR MAINTENANCE DUTIES, WHICH PURPOSE AND DUTIES SHALL BE CONSTRUED AS PARAMOUNT OVER ALL OTHER USES AND PURPOSE WITHIN SAID TRACT, AND (C) THE CITY OF SEQUIM, ITS SUCCESSORS AND ASSIGNS SHALL BE RESPONSIBLE IN PERPETUITY FOR THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT, OPERATION AND USE OF (1) THE VAULT, (2) ALL DRAINAGE PIPES, (3) OTHER DRAINAGE SYSTEM APPURTENANCES AND (4) OTHER NECESSARY APPURTENANCES THERETO THAT ARE OWNED BY SEQUIM AND ARE LOCATED WITHIN SAID TRACT, INCLUDING THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE VAULT ACCESS DRIVEWAY'S SURFACING AS NEEDED IN ORDER TO MAINTAIN CITY ACCESS TO THE VAULT AND OTHER DRAINAGE FACILITIES WITHIN SAID TRACT.

TRACT B, AS SHOWN HEREIN, IS HEREBY ESTABLISHED AS A PERMANENT OPEN SPACE TRACT. UPON THE RECORDING OF THIS PLAT, SAID TRACT B IS HEREBY CONVEYED TO THE BELLA VISTA ESTATES HOMEOWNERS ASSOCIATION AND SHALL BEAR THE OBLIGATION OF MAINTENANCE RESPONSIBILITY FOR SAID TRACT B.

TRACT C IS A PRIVATE ACCESS AND UTILITY TRACT FOR THE BENEFIT OF THE OWNER(S) OF LOTS 5 AND 11. UPON THE RECORDING OF THIS PLAT AN EQUAL AND UNDIVIDED HALF INTEREST IN THE OWNERSHIP OF SAID TRACT E SHALL BE CONVEYED TO THE OWNER(S) OF LOTS 5 AND 11, WHICH INTEREST SHALL ATTACH TO SAID LOTS AND SHALL RUN WITH FUTURE CONVEYANCES THEREOF AND SHALL INCLUDE AN EQUAL AND UNDIVIDED HALF OBLIGATION IN THE MAINTENANCE RESPONSIBILITY FOR SAID TRACT E.

TRACT D IS A PRIVATE ACCESS AND UTILITY TRACT FOR THE BENEFIT OF THE OWNER(S) OF LOTS 17 AND 18. UPON THE RECORDING OF THIS PLAT AN EQUAL AND UNDIVIDED HALF INTEREST IN THE OWNERSHIP OF SAID TRACT E SHALL BE CONVEYED TO THE OWNER(S) OF LOTS 17 AND 18, WHICH INTEREST SHALL ATTACH TO SAID LOTS AND SHALL RUN WITH FUTURE CONVEYANCES THEREOF AND SHALL INCLUDE AN EQUAL AND UNDIVIDED HALF OBLIGATION IN THE MAINTENANCE RESPONSIBILITY FOR SAID TRACT E.

TRACT E, AS SHOWN HEREIN, IS HEREBY ESTABLISHED AS A PERMANENT OPEN SPACE TRACT TO REMAIN AS UNDEVELOPED OPEN SPACE AND LEFT IN A NATURAL STATE. UPON THE RECORDING OF THIS PLAT, SAID TRACT E IS HEREBY CONVEYED TO THE BELLA VISTA ESTATES HOMEOWNERS ASSOCIATION AND SHALL BEAR THE OBLIGATION OF MAINTENANCE RESPONSIBILITY FOR SAID TRACT E.

DRAFT FOR REVIEW ONLY
NOT FOR RECORDING

PUBLIC UTILITY EASEMENT PROVISIONS

UPON THE RECORDING OF THIS PLAT, THE OWNER(S) OF THE LAND(S) HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANTS AND CONVEYS TO CITY OF SEQUIM PUBLIC WORKS (GRANTEE), ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT(S) FOR UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SANITARY SEWER, STORM DRAINAGE, ELECTRICITY, NATURAL GAS, TELECOMMUNICATIONS, CABLE TV, AND OTHER SUCH UTILITIES THAT MAY BE DEVELOPED AND THEIR NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO ACROSS ADJACENT LAND(S) OF THE GRANTOR FOR THESE PURPOSES. THIS EASEMENT AND CONDITIONS SHALL BE A COVENANT RUNNING WITH THE LAND AND SHALL BE BINDING ON THE SUCCESSORS, HEIRS AND ASSIGNS OF THE OWNER(S) OF LAND HEREBY SUBDIVIDED. CITY OF SEQUIM PUBLIC WORKS, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDING OF LAW, AT SUCH TIME AS MAY BE NECESSARY, TO ENTER UPON SAID EASEMENT(S) FOR THE PURPOSE OF INSTALLING, REPLACING, OPERATING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID UTILITIES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE, PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE GRANTEE. THE GRANTOR SHALL RETAIN THE RIGHT TO THE SURFACE OF THE SAID EASEMENT(S) IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID UTILITIES. HOWEVER, THE GRANTOR SHALL NOT ERECT OR MAINTAIN ANY BUILDINGS OR STRUCTURES, INCLUDING BUT NOT LIMITED TO DECKS, CARPORTS, HOT TUBS, PATIOS, AND RETAINING WALLS WITHIN THE EASEMENT(S). ALSO, THE GRANTOR SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING ROOT PATTERNS WHICH MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID UTILITIES. ALSO, THE GRANTOR SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREA(S) IN SUCH A WAY TO CAUSE EXCESSIVE COST TO THE GRANTEE PURSUANT TO ITS RESTORATION DUTIES HEREIN.

THE LOCATION(S) OF THE EASEMENT(S) HEREBY GRANTED AND CONVEYED ARE GRAPHICALLY DEPICTED HEREIN AS “PUBLIC UTILITY EASEMENT”.

PUBLIC STORM AND SANITARY SEWER EASEMENT PROVISIONS

UPON THE RECORDING OF THIS PLAT, THE OWNER(S) OF THE LAND(S) HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANT AND CONVEY, TO CITY OF SEQUIM PUBLIC WORKS (GRANTEE), ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT(S) FOR BOTH STORM AND SANITARY SEWER LINES AND SYSTEM FACILITIES AND ALL NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO ACROSS ADJACENT LANDS OF THE GRANTOR FOR THESE PURPOSES IN THE LOCATION(S) SPECIFIED BELOW. CITY OF SEQUIM PUBLIC WORKS, ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW, AT SUCH TIME AS MAY BE NECESSARY, TO ENTER UPON SAID EASEMENT(S) FOR THE PURPOSE OF INSTALLING, REPLACING, OPERATING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID STORM AND SANITARY SEWER LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE, PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE GRANTEE. THE GRANTOR SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT(S) IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID STORM AND SANITARY SEWER LINES AND SYSTEM FACILITIES AND

DRAFT PRELIMINARY PROPOSAL

NECESSARY APPURTENANCES. HOWEVER, THE GRANTOR SHALL NOT ERECT OR MAINTAIN BUILDINGS OR STRUCTURES, INCLUDING BUT NOT LIMITED TO DECKS, CARPORTS, HOT TUBS, PATIOS, AND RETAINING WALLS WITHIN THE EASEMENT(S). ALSO, THE GRANTOR SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING ROOT PATTERNS THAT MAY CAUSE DAMAGE TO OR INTERFERE WITH SAID STORM AND SANITARY SEWER LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES. ALSO, THE GRANTOR SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREA(S) IN SUCH A WAY AS TO CAUSE EXCESSIVE COST TO THE GRANTEE PURSUANT TO ITS RESTORATION DUTIES HEREIN. ROAD CONSTRUCTION TO MEET UTILITY ACCESS ROAD CROSS-SECTION PER CITY OF SEQUIM PUBLIC WORKS STANDARDS. CONCRETE DRIVEWAY OR ROAD SECTIONS WILL NOT BE ALLOWED WITHIN THE EASEMENT.

THE EASEMENT(S) GRANTED HEREINABOVE MAY BE AMENDED AND/OR RELOCATED BY THE EASEMENT HOLDER(S) AND THE THEN-OWNER(S) OF THE PROPERTY BURDENED BY SUCH EASEMENT AS MAY BE REASONABLY NECESSARY WITHOUT REQUIRING AN AMENDMENT OF THIS PLAT, PROVIDED THAT ANY SUCH AMENDMENT OR RELOCATION SHALL NOT UNREASONABLY IMPAIR THE RIGHTS GRANTED HEREUNDER AND SUCH AMENDMENT SHALL BE PLACED OF RECORD.

THE LOCATION(S) OF THE EASEMENT(S) HEREBY GRANTED AND CONVEYED ARE GRAPHICALLY DEPICTED HEREIN AS “PUBLIC STORM AND SANITARY SEWER EASEMENT”.

STORMWATER FACILITY AND DRAINAGE EASEMENTS

NO FILL, STRUCTURES, FENCES, WALLS, RIP RAP, BUILDINGS, OR OTHER SIMILAR OBSTRUCTIONS TO ACCESS OR RESTRICTIONS TO THE FLOW OF WATER MAY BE PLACED WITHIN THE EASEMENT AREA WITHOUT THE PRIOR WRITTEN CONSENT OF THE PUBLIC WORKS DIRECTOR. OBSTRUCTIONS PLACED WITHIN AN EASEMENT AREA IN VIOLATION OF THIS RESTRICTION MAY BE REMOVED BY THE CITY AT THE SOLE EXPENSE OF THE PROPERTY OWNER(S), AND THE PROPERTY OWNER(S) MUST REIMBURSE THE CITY FOR THE COST OF REMOVAL WITHIN 90 CALENDAR DAYS AFTER RECEIVING THE CITY’S INVOICE FOR SAME.

PUBLIC WATER EASEMENT PROVISIONS

UPON THE RECORDING OF THIS PLAT, THE OWNER(S) OF THE LAND(S) HEREBY SUBDIVIDED (GRANTOR) HEREBY GRANT AND CONVEY, TO CLALLAM PUD AND CITY OF SEQUIM PUBLIC WORKS (GRANTEE), ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT(S) FOR WATER LINES AND SYSTEM FACILITIES AND ALL NECESSARY APPURTENANCES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS THERETO ACROSS ADJACENT LANDS OF THE GRANTOR FOR THESE PURPOSES IN THE LOCATION(S) SPECIFIED BELOW. CITY OF SEQUIM PUBLIC WORKS, ITS SUCCESSORS AND ASSIGNS SHALL HAVE THE RIGHT WITHOUT PRIOR INSTITUTION OF ANY SUIT OR PROCEEDINGS OF LAW, AT SUCH TIME AS MAY BE NECESSARY, TO ENTER UPON SAID EASEMENT(S) FOR THE PURPOSE OF INSTALLING, REPLACING, OPERATING, MAINTAINING, REPAIRING, ALTERING, OR RECONSTRUCTING SAID WATER LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES OR MAKING ANY CONNECTIONS THERETO WITHOUT INCURRING ANY LEGAL OBLIGATION OR LIABILITY THEREFORE, PROVIDED THAT SUCH SHALL BE ACCOMPLISHED IN A MANNER THAT IF EXISTING PRIVATE IMPROVEMENTS ARE DISTURBED OR DESTROYED THEY WILL BE REPAIRED OR REPLACED TO A CONDITION SIMILAR AS THEY WERE IMMEDIATELY BEFORE THE PROPERTY WAS ENTERED UPON BY THE GRANTEE. THE GRANTOR SHALL RETAIN THE RIGHT TO USE THE SURFACE OF SAID EASEMENT(S) IF SUCH USE DOES NOT INTERFERE WITH THE INSTALLATION OR USE OF SAID WATER LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES. HOWEVER, THE GRANTOR SHALL NOT ERECT OR MAINTAIN BUILDINGS OR STRUCTURES, INCLUDING BUT NOT LIMITED TO DECKS, CARPORTS, HOT TUBS, PATIOS, AND RETAINING WALLS WITHIN THE EASEMENT(S). ALSO, THE GRANTOR

DRAFT PRELIMINARY NOT PROPOSED

SHALL NOT PLANT TREES, SHRUBS OR VEGETATION HAVING ROOT PATTERNS THAT MAY CAUSE DAMAGE TO, OR INTERFERE WITH, SAID WATER LINES AND SYSTEM FACILITIES AND NECESSARY APPURTENANCES. ALSO, THE GRANTOR SHALL NOT DEVELOP OR BEAUTIFY THE EASEMENT AREA(S) IN SUCH A WAY AS TO CAUSE EXCESSIVE COST TO THE GRANTEE PURSUANT TO ITS RESTORATION DUTIES HEREIN.

THE EASEMENT(S) GRANTED HEREINABOVE MAY BE AMENDED AND/OR RELOCATED BY THE EASEMENT HOLDER(S) AND THE THEN-OWNER(S) OF THE PROPERTY BURDENED BY SUCH EASEMENT AS MAY BE REASONABLY NECESSARY WITHOUT REQUIRING AN AMENDMENT OF THIS PLAT, PROVIDED THAT ANY SUCH AMENDMENT OR RELOCATION SHALL NOT UNREASONABLY IMPAIR THE RIGHTS GRANTED HEREUNDER AND SUCH AMENDMENT SHALL BE PLACED OF RECORD.

PRIVATE STORM DRAINAGE EASEMENT PROVISIONS

UPON THE RECORDING OF THIS PLAT, THE OWNER(S) OF THE LAND HEREBY SUBDIVIDED DO HEREBY GRANT AND CONVEY TO THE OWNER(S) OF THE BENEFITTING LOTS AND TRACTS AND THEIR SUCCESSORS AND ASSIGNS, THE FOLLOWING NON-EXCLUSIVE, PERPETUAL “PRIVATE STORM DRAINAGE EASEMENT”. SUCH EASEMENT(S) ARE FOR THE PURPOSE OF INSTALLING AND MAINTAINING PRIVATE STORMWATER DRAINAGE FACILITIES WITHIN SAID EASEMENT AREA(S).

NO STRUCTURES OTHER THAN DRIVEWAYS OR FENCES SHALL BE CONSTRUCTED WITHIN THE EASEMENT(S).

UNLESS OTHERWISE SPECIFIED BELOW, THE COST OF MAINTENANCE, REPAIRS OR RECONSTRUCTION OF THAT PORTION OF THE STORMWATER DRAINAGE SYSTEM USED IN COMMON SHALL BE BORNE IN EQUAL SHARES, EXCEPT THAT THE OWNERS OF ANY LOWER (DOWNSTREAM) PARCEL SHALL NOT BE RESPONSIBLE FOR THE PART OF THE STORMWATER DRAINAGE SYSTEM ABOVE (UPSTREAM OF) THEIR CONNECTION; AND WHEN NECESSARY TO REPAIR, CLEAN OR RECONSTRUCT THE STORMWATER DRAINAGE SYSTEM, THE PROPERTY OWNER(S) TO WHOM THE EASEMENT BENEFITS SHALL HAVE A RIGHT OF ENTRY FOR THAT PURPOSE. UPON COMPLETION OF ANY WORK, ALL DISTURBANCES TO THE SURFACE OR IMPROVEMENTS SHALL BE RESTORED BY THE PARTY PERFORMING THE WORK TO AS GOOD OR BETTER CONDITION AS EXISTING IMMEDIATELY PRIOR TO SUCH WORK.

THE EASEMENT(S) GRANTED HEREINABOVE MAY BE AMENDED AND/OR RELOCATED BY THE EASEMENT HOLDER(S) AND THE THEN-OWNER(S) OF THE PROPERTY BURDENED BY SUCH EASEMENT AS MAY BE REASONABLY NECESSARY WITHOUT REQUIRING AN AMENDMENT OF THIS PLAT, PROVIDED THAT ANY SUCH AMENDMENT OR RELOCATION SHALL NOT UNREASONABLY IMPAIR THE RIGHTS GRANTED HEREUNDER AND SUCH AMENDMENT SHALL BE PLACED OF RECORD.

GENERAL RESTRICTION

MAINTENANCE OF LANDSCAPING INSTALLED WITHIN THE STREET RIGHT-OF-WAY, AND LANDSCAPE/OPEN SPACE TRACTS CREATED BY THIS SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE BELLA VISTA ESTATES HOMEOWNERS ASSOCIATION, INCLUDING THE LANDSCAPING INSTALLED WITHIN THE EXISTING PUBLIC STREET RIGHT-OF-WAY MILLER ROAD FRONTAGE.

DRAFT PRELIMINARY NOT APPROVED