



AFTER RECORDING RETURN TO:
Spokane County Public Works
Development Engineering Services, 2nd Floor
1026 W. Broadway Ave
Spokane, WA 99260-0170

Document Title: Drainage Declaration of Covenant
Grantor: Landreth Construction Inc., a Washington Corporation and Washington Trust Bank, a Corporation
Grantee: Spokane County and The Public
Abbreviated Legal Description: Sec. 26, Township 25, Range 44, NE ¼
Assessor's Tax Parcel Numbers: 45261.0306, 45261.0614
County Reference No. P-1570D

In consideration of the approval by Spokane County of **Springfield Addition at Autumn Crest** (hereinafter referred to as the "plat"), undersigned covenants and agrees that:

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all public drainage easements for the purposes of inspection and emergency maintenance of drainage swales, ponds, ditches, culverts and other drainage facilities, if not properly maintained by the property owner. Spokane County does not accept the responsibility to inspect or maintain drainage facilities located outside of public rights-of-way, except in cases where Spokane County specifically assumes that responsibility in writing, does Spokane County accept any liability for any failure by the property owner(s) to properly maintain such areas.

The property owners within this plat shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across their respective properties. If the property owners fail to maintain the surface path of natural or man-made drainage flow, or drainage facilities on private properties, a notice of such failure may be given to the property owner. If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the property owner.

Spokane County does not accept the responsibility of maintaining the drainage course on private lots or floodplain areas within private lots, nor the responsibility for any damage whatsoever, including, but not limited to, inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.

Any building that is constructed on a lot in this plat shall be set at such an elevation so as to provide positive drainage away from any drainage entry point to the building (including but not limited to a window well, a window unprotected by a window well, or a doorway). Said positive drainage shall consist of a minimum slope of 3% away from the building for a distance of at least 10 feet from the building. The lots shall be graded so that either a) all runoff is routed away from the building, and conveyed over the lot to a natural drainage swale or approved drainage facility, or b) drainage intercepted on the lot is disposed of on the lot in an approved drainage facility. All drainage facilities for this plat, including any '208' swales, shall be constructed in accordance with the approved plans on file at the Spokane County Engineer's Office. Any proposed changes to the approved road and drainage plans must be approved by the Spokane County Engineer's Office prior to construction of said changes.

There may exist properties located uphill and adjacent to this subdivision which periodically discharge stormwater runoff onto individual lots within this plat. Stormwater runoff from nearby uphill properties should be expected, and during snow melt periods or wet seasons the lots may be subjected to higher amounts of stormwater runoff than what is normally observed or anticipated. Because stormwater runoff from adjacent properties have discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development.

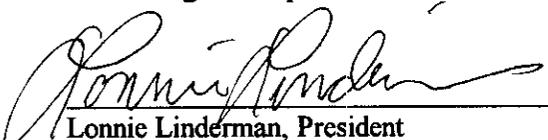


The property owners within this plat shall maintain all water quality swales ("208" swales) and drainage ditches situated on their respective properties, and any portion of a '208' swale situated in a public right-of-way adjacent to their respective properties, with a permanent ground cover as specified in the currently approved and accepted plans on file at Spokane County's Engineer's Office. No structures, including fences, shall be constructed directly over or within a '208' swale without the expressed written consent of the Spokane County Engineer. Spokane County does not accept the responsibility to inspect and/or maintain the drainage easements or drainage swales, nor does Spokane County accept any liability for any failure by the lot owner(s) to properly maintain such areas.

This covenant and agreement shall run with the land in perpetuity, and shall be binding upon the owner, their heirs, successors and assigns, including the obligation to participate in the maintenance of the drainage facilities as provided herein.

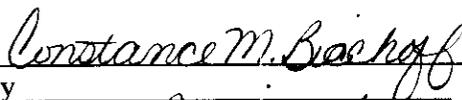
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this ____ day of 1998.

LINDERMAN CONSTRUCTION COMPANY, INC.
A Washington Corporation



Lonnie Linderman, President

WASHINGTON TRUST BANK
A Corporation



By _____
Its Vice President

Unofficial Document



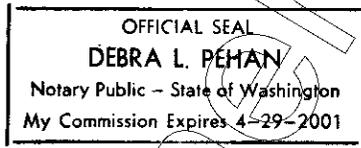
ACKNOWLEDGMENTS

STATE OF WASHINGTON)
)ss
County of Spokane)

On this 22nd day of July, 1998, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared LONNIE LINDERMAN, to me known to be the President of LINDERMAN CONSTRUCTION COMPANY, INC., the corporation that executed the within and foregoing instrument, and acknowledge the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that he is authorized to execute the said instrument and that the seal affixed (if any) is the corporation said corporation.

Given under my hand and official seal the day and year last above written.

Debra L. Pehan
NOTARY PUBLIC in and for the State of Washington, residing at Spokane
My commission expires 4-29-2001

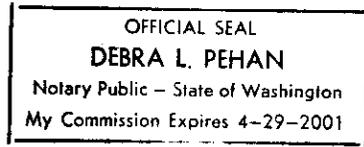


STATE OF WASHINGTON)
)ss
County of Spokane)

I certify that I know or that I have satisfactory evidence that Constance M. Bischoff is the person who appeared before and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Vice President of WASHINGTON TRUST BANK, a Washington corporation, for the free and voluntary act of such corporation, for the uses and purposes stated in the instrument.

DATED this 22nd day of July, 1998.

Debra L. Pehan
NOTARY PUBLIC in and for the State of Washington, residing at Spokane
My commission expires 4-29-2001



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