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AGREEMENT AND DECLARATION OF COVENANT

THIS AGREEMENT and Declaration of Covenant (hereinafter referred to as the "Agreement"), is made and entered into this day of May, 1993, by and between GREENSTONE CORPORATION, a Washington corporation (hereinafter referred to as "Developer"), and SPOKANE COUNTY, a political subdivision of the State of Washington (hereinafter referred to as the "County").

R E C I T A L S

(1) Developer currently has title to a certain tract of land to be finally platted into lots, blocks and streets, known as Bella Vista Division No. 5 (hereinafter referred to as the "Subdivision"), as more particularly described in Attachment "A", attached hereto and incorporated by this reference.

(2) The Subdivision represents a portion of the Bella Vista preliminary plat, PE-1354-79, portions of which have received final plat approval as Bella Vista Divisions Nos. 1, 2, 3 and 4.

(3) A single integrated system of stormwater collection and disposal (hereinafter referred to as the "Integrated System") has been installed within and outside County rights-of-way to serve the platted portions of the Bella Vista preliminary plat, which Integrated System is operated and maintained by the County.

(4) Pursuant to previous agreements, the owners of lots within Bella Vista Divisions Nos. 1-5 are obligated to pay service charges to the County for operating and maintaining portions of the Integrated System which lie outside County road rights-of-way. The agreements also authorize the County to connect additional service areas outside the preliminary plat to the Integrated System.

(5) Pursuant to chapter 36.89 RCW and chapter 9.14 of the Spokane County Code, the County is authorized to assume maintenance and operation responsibility of drainage facilities which lie outside the County road right-of-way, under certain conditions, including the levying of service charges on the properties served by such facilities.

(6) The County has formed a Stormwater Utility to provide stormwater services for designated areas of unincorporated Spokane County, including the area encompassed by the Bella Vista preliminary plat.

(7) Pursuant to chapter 36.89 RCW and the County's stormwater rate ordinance, the Stormwater Utility is authorized to provide stormwater services and facilities for and to levy service charges on lots in the platted portions of the Bella Vista preliminary

R. E. Excess Tax Exempt

Date May 10, 1993

Spokane County Treas.

By

plat, in addition to the services provided and service charges levied for such lots regarding the Integrated System.

(8) Developer has proposed that stormwater drainage within the Subdivision be disposed of by allowing it to flow through County road rights-of-way in the Subdivision into the Integrated System.

(9) The County is willing to permit the Subdivision to drain and dispose of stormwater into the Integrated System operated and maintained by the County, provided the owners of lots within the Subdivision share in the cost of the County's servicing of those portions of the Integrated System lying outside County road rights-of-way.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and covenant set forth below, the parties hereto agree as follows:

T E R M S:

Section 1: DRAINAGE INTO INTEGRATED SYSTEM

The County shall permit stormwater collected in County road rights-of-way from the Subdivision to drain into and be disposed of through the Integrated System.

Section 2: OPERATION AND MAINTENANCE

The County shall operate and maintain the Integrated System, and shall keep an accurate record of the costs of operating and maintaining those portions of the Integrated System that lie outside the County road right-of-way. Such records shall be open to the inspection of Developer and the owners of lots within the Subdivision.

Section 3: ANNUAL CHARGES

Annual service charges shall be levied by the County on a per lot basis in the Subdivision beginning the month following the date the road and drainage improvements to be installed by Developer in the Subdivision are accepted for operation and maintenance by the County. Service charges shall apply to each lot, regardless of whether or not the lot has been developed, and whether or not Developer has retained ownership of such lot. Charges shall be levied on a calendar year basis, except that the charge for the first year of service for each lot shall be prorated for that portion of the calendar year remaining after service charges become effective. The bill for the first calendar year, or portion thereof, shall be considered delinquent if unpaid within sixty (60)

days after the billing date. For each calendar year following the calendar year in which in which service was commenced, annual billings shall be mailed by February 28th of each year, and shall be considered delinquent if unpaid on April 30th of the same year. All service charges collected shall be deposited in a special fund in the County Treasury to be used only for the purpose of maintaining those portions of the Integrated System lying outside County road rights-of-way.

Section 4: SERVICE CHARGE RATE

The rate for annual service charges shall initially be in accordance with the following schedule:

<u>For each Lot in the Subdivision</u>	<u>Annual Cost</u>
Each lot	\$25.00 per unit

The above schedule shall remain in effect until such time as a revised schedule is approved by resolution of the Board of County Commissioners of Spokane County after public notice of the intention to revise such charges and a public hearing is held thereon by the Board. The effective date of the revised charges shall be as provided in such resolution, but not less than 30 days after its adoption. Developer shall notify all initial buyers of lots within the Subdivision of the provisions of this agreement regarding annual service charges.

Section 5: EXCESS OR DEFICIT COSTS

To the extent that the annual charges received from lots served by the Integrated System exceed the operation and maintenance costs incurred by the County to maintain and operate the portions of the Integrated System lying outside County road right-of-way, the County shall rebate the excess monies to the owner of each lot, or utilize the excess to reduce the rate for future charges. If the annual charges are insufficient to cover the costs of operating and maintaining the Integrated System, the schedule of charges may be increased by the County as provided above.

Section 6: DELINQUENT CHARGES

Delinquent charges shall bear interest at the rate of twelve percent (12 %) per annum, computed on a monthly basis from the date of delinquency. The County shall have a lien for such delinquent charges and interest against the lots in the Subdivision as provided in RCW 36.89.090 and chapter 9.14 of the Spokane County Code.

Section 7: CHARGES IN ADDITION TO STORMWATER UTILITY CHARGES

The parties recognize that the annual charges provided for in this agreement are in addition to service charges that will be levied on lots in the Subdivision for stormwater services by the County's Stormwater Utility. If the Integrated System becomes part of the stormwater facilities operated and maintained by the Stormwater Utility, the County may provide for a single rate to be levied for stormwater services in lieu of the annual charges provided for herein.

Section 8: SURVIVAL OF COVENANTS AND BINDING EFFECT

All of the promises, covenants, terms and conditions of this Agreement shall survive the conveyance of lots in the Subdivision, and shall extend to and bind the successors and assigns of the respective parties hereto. The terms of this agreement shall be included in the sales agreements conveying any part of the Subdivision.

Section 9: VENUE

Any action brought regarding the provisions of this Agreement shall be brought and maintained only in competent courts of Spokane County, Washington.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed below.

GREENSTONE CORPORATION

By: Joanne E. Frank
Joanne E. Frank, Secretary

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

By: Patricia A. Mummey
Patricia A. Mummey, Chair

Steven Hasson

D. E. Chilberg

ATTEST: WILLIAM E. DONAHUE
Clerk of the Board

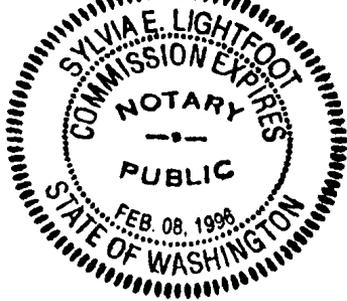
By: William E. Donahue
Clerk



STATE OF WASHINGTON)
) ss.
County of Spokane)

I certify that I know or have satisfactory evidence that Joanne M. Frank is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as Secretary of Greenstone Corporation to be the free and voluntary act of Greenstone Corporation for the uses and purposes mentioned in the instrument.

DATED this ^{25th} day of May, 1993.



Sylvia Lightfoot
NOTARY PUBLIC in and for the
State of Washington, residing at
Spokane. My appointment
expires February 8, 1996.

Unofficial Document

LEGAL DESCRIPTION

Final Plat
of
BELLA VISTA DIVISION NO. 5

Lot 7, Block 12 of BELLA VISTA DIVISION NO. 4, per final plat thereof recorded in Volume 19 of Plats, pages 65 and 66, and as amended by amendment recorded in Volume 19 of Plats, page 65A;

EXCEPT any portion of said Lot 7 lying easterly and northerly of the following described line:

Beginning at the westerly most corner of Lot 8, Block 12 of said BELLA VISTA DIVISION NO. 4, being a point on the centerline of the 48th Lane private road and on the northerly line of said Lot 7 and also being the beginning of a curve concave to the southeast having a radius of 240.00 feet (from which point a radial line of said curve bears S.45°30'35"E.); thence southwesterly along said curve, being also the centerline of said private road, through a central angle of 10°23'43" an arc distance of 43.54 feet; thence S.58°12'47"E. a distance of 144.06 feet to the easterly boundary of said Lot 7 and terminus of this line description.

TOGETHER WITH portions of Government Lots 6 and 7, in the Northeast Quarter of Section 2, T.24 N., R.44 E., W.M., bounded as follows:

On the north by the southerly boundary of said BELLA VISTA DIVISION NO. 4; on the west by the west line of said Government Lots 6 and 7; and on the south and east by the following described line:

Beginning at a point on the southerly boundary of said BELLA VISTA DIVISION NO. 4 which bears S.75°33'00"E. a distance of 420.05 feet from the southwest corner of Lot 4, Block 11 of said BELLA VISTA DIVISION NO. 4; thence S.14°27'00"W. a distance of 183.25 feet; thence N.75°33'00"W. a distance of 470.74 feet to the beginning of a non-tangent curve concave to the southeast having a radius of 555.85 feet (from which a radial line of said curve bears S.66°47'46"E.); thence southwesterly along said curve through a central angle of 1°10'24" an arc distance of 11.38 feet; thence S.22°01'50"W. a distance of 273.33 feet to the beginning of a curve concave to the east having a radius of 15.00 feet; thence southerly along said curve through a central angle of 46°11'13" an arc distance of 12.09 feet to the beginning of a reverse curve concave to the northwest having a radius of 50.00 feet; thence southwesterly along said reverse curve through a central angle of 92°22'26" an arc distance of 80.61 feet to the beginning of a reverse curve concave to the southeast having a radius of 15.00 feet; thence southwesterly along said reverse curve through a central angle of 46°11'13" an arc distance of 12.09 feet; thence

S.22°01'50"W. a distance of 4.18 feet: thence
N.67°58'10"W. a distance of 60.00 feet; thence
N.87°04'53"W. a distance of 268.00 feet to said west line
of Government Lot 7, being the terminus of this line
description;

TOGETHER WITH an easement for access over the 48th Lane Private
Road, as shown on said BELLA VISTA DIVISION NO. 4;

TOGETHER WITH an easement for a private road over a portion of
Lot 3, Block 11 of said BELLA VISTA DIVISION NO. 4, per Auditor's
Document No. 9210220208;

TOGETHER WITH an easement for a private road over a portion of
Lot 4, Block 11 of said BELLA VISTA DIVISION NO. 4, per Auditor's
Document No. 9211090428;

Situate in the County of Spokane, State of Washington

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RECEIVED

APR 26 1993

C. S. Sargent
C. S. Sargent

MAY 10 10:26 AM '93

DONAHUE

AUDITOR

SPURANE COUNTY WASH.
DEPUTY

INTEROFFICE