

**After Recording Return To: Spokane County Engineer
Attn.: Development Services Department**

County Road File No. RF896
Document Title: *Temporary Off-Site Turnaround and Drainage Easement*
Grantor(s): *Aho Construction, Inc.*
Grantee(s): *Government, Spokane County and Big Sky Homeowners Association*
Abbreviated Legal Description: *A portion of insert NE1/4 Section 7, Township 24 N and Range 42 E, W.M. Spokane County, WA.*
Legal Description: *See Attached Exhibits A and B.*
Assessor's Tax Parcel Number: *A portion of Parcels No. 24071.9002, 24071.9081 and 24071.9019, NE1/4 S7T24NR42E. Property also delineated as Parcel B of certain Survey recorded January 27, 2003 under Auditor's file No. 4837018, in Book 105 of Surveys, Page 10, records of Spokane County.*

**SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington**

TEMPORARY DRAINAGE AND ACCESS EASEMENT

IN THE MATTER OF *Big Sky PUD* (Spokane County Project No. P1918), hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), *Aho Construction, Inc.* for and in consideration of Mutual Benefits, the receipts of which is hereby acknowledged, grants Spokane County, a political subdivision of the State of Washington, and the *Big Sky Homeowners Association*, an Temporary Drainage Easement over, upon, and across the real estate property, legally described in the attached Exhibits A and B, situated in the County of Spokane, State of Washington.

The Easement granted to Spokane County, its authorized agents and the *Big Sky Homeowners Association*, is for the purpose of allowing stormwater drainage and/or runoff over and across the above-described lands, including but not limited to disposal into a drainage facility or facilities located within the same above-described lands; it is for the purpose of allowing utility facilities located with the same above-described lands; and it is for the purpose of allowing access over, to, upon, across and under this temporary easement area to inspect and perform emergency maintenance of these facilities. The Grantor(s), the *Big Sky Homeowners Association Homeowners Association*, and/or their successors in interest, hereby agree not to obstruct, artificially collect or discharge additional flow into, across or adjacent to the above described lands, other than what has been accepted by Spokane County during the road and drainage document review process for this project.

The Grantor(s), the *Big Sky Homeowners Association Homeowners Association*, and/or their successors in interest, agree that Spokane County accepts no responsibility for maintaining this Easement. The Easement grants to Spokane County, its authorized agents, the *Big Sky Homeowners Association Homeowners Association*, and/or their successors in interest, the right of ingress and egress to, over, and from said Easement for the purpose of inspection and emergency maintenance of drainage facilities.

The Grantor(s) and/or their successors in interest hereby accept complete and total responsibility for the construction of the facilities located within this Easement per the accepted road and drainage plans on file in the office of the Spokane County Engineer. The Grantor(s), the *Big Sky*

R. E. Excise Tax Exempt
Date *8-24* 20*04*
Spokane County Treas.
By *M. Olson*



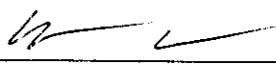
Homeowners Association Homeowners Association, and/or their successors in interest, hereby accept complete and total responsibility for the perpetual maintenance of the facilities located within this Easement. If the Grantor(s), the Big Sky Homeowners Association Homeowners Association, and/or their successors in interest, fail to maintain the facilities, a notice of such failure may be given to the Grantor(s), the Big Sky Homeowners Association Homeowners Association, and/or their successors in interest. 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 Grantor(s), the Big Sky Homeowners Association Homeowners Association, and/or their successors in interest.

This Temporary Drainage Easement will vacate only upon the filing of a plat that includes either a Replacement Easement that has been reviewed, accepted and recorded by Spokane County, or has incorporated into it's design, facilities that can adequately contain, convey and/or dispose of the stormwater runoff intended to be contained, conveyed or disposed of in the original Temporary Drainage Easement area. Said Replacement Easement and supporting documents shall be submitted to the Spokane County Engineer for review, acceptance and recording prior to vacation of the original Temporary Drainage Easement and/or final plat of the affected parcel.

The Grantor(s), the Big Sky Homeowners Association Homeowners Association, and/or their successors in interest, hereby release Spokane County, and all of its officers, employees and agents from any responsibility or liability for any damage whatsoever including inverse condemnation by or to any and all persons or property arising out of or in any way incident to or attributable to the storm drainage within the Easement.

IN WITNESS WHEREOF, We have hereunto set our hand(s) and seal(s) this 20th day of August, 2004.

AHO Construction, INC.


Melvin S. Aho, President

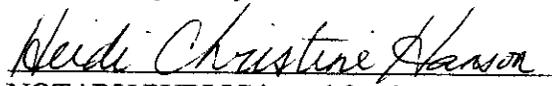

Thomas Arrowsmith, Planning and Development Manager



STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this 20th day of August 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Melvin S. Aho to me known to be the President of Aho Construction, Inc. a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.


NOTARY PUBLIC in and for the State of Washington, residing at Spokane.
My commission expires: 2/15/08
Heidi Christine Hanson
Print Name

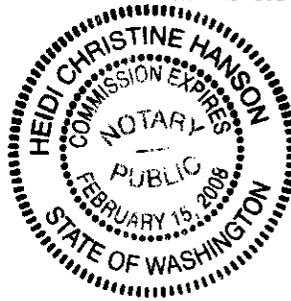


5114487
Page: 3 of 6
08/24/2004 12:50P
Spokane Co, WA

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

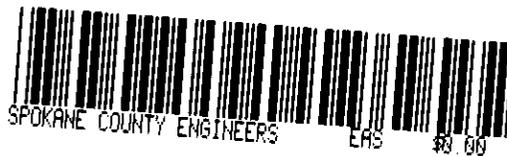
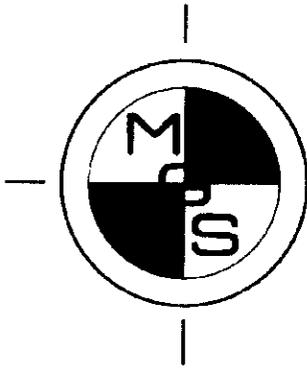
On this 20~~th~~ day of August 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Thomas Arrowsmith to me known to be the Planning Development Manager of Aho Construction, Inc. a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Heidi Christine Hanson
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane.
My commission expires: 2/15/06
Heidi Christine Hanson

Unofficial Document



5114487
Page: 4 of 6
08/24/2004 12:50P
Spokane Co., WA

MINISTER-GLAESER SURVEYING INC.

*Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX*
*Pasco Office – 6303 Burden Blvd. Suite B, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX*

August 18, 2004

EXHIBIT A

PROPOSED STORMWATER DRAINAGE EASEMENT

A storm water drainage easement for the treatment of storm water run-off and the installation, operation, maintenance, renewal and replacement of pipes, storm drainage accessories and structures, over, under and across a parcel of land of varying width, lying in a portion of the Northeast quarter of Section 7, Township 24 North, Range 42 East, Willamette Meridian, Spokane County, Washington, more particularly described as follows:

Beginning at the Northeast corner of the Northeast quarter of Section 7, Township 24 North, Range 42 East, Willamette Meridian, Spokane County, Washington;

Thence South $01^{\circ}33'56''$ East, along the East line of the Northeast quarter of said Section 7 for a distance of 1165.04 feet;

Thence leaving the East line of the Northeast quarter of said Section 7, South $87^{\circ}58'06''$ West, 30.00 feet to a point on the Westerly right-of-way line of Thomas Mallen Road, said point being 30.00 feet Westerly of the centerline of Thomas Mallen Road when measured at right angles;

Thence leaving the Westerly right-of-way line of said Thomas Mallen Road and continuing South $87^{\circ}58'06''$ West, 238.18 feet to the **TRUE POINT OF BEGINNING** of the easement to be described;

Thence North $00^{\circ}06'32''$ West, 179.65 feet;

Thence South 89°53'28" West, 240.00 feet;

Thence South 00°06'32" East, 250.00 feet;

Thence North 89°53'28" East, 150.00 feet;

Thence North 01°34'27" West, 67.29 feet;

Thence North 87°58'06" East, 91.77 feet to the **TRUE POINT OF BEGINNING** said point bears South 11°22'26" West, 1197.63 feet from the Northeast corner of the Northeast quarter of said Section 7.



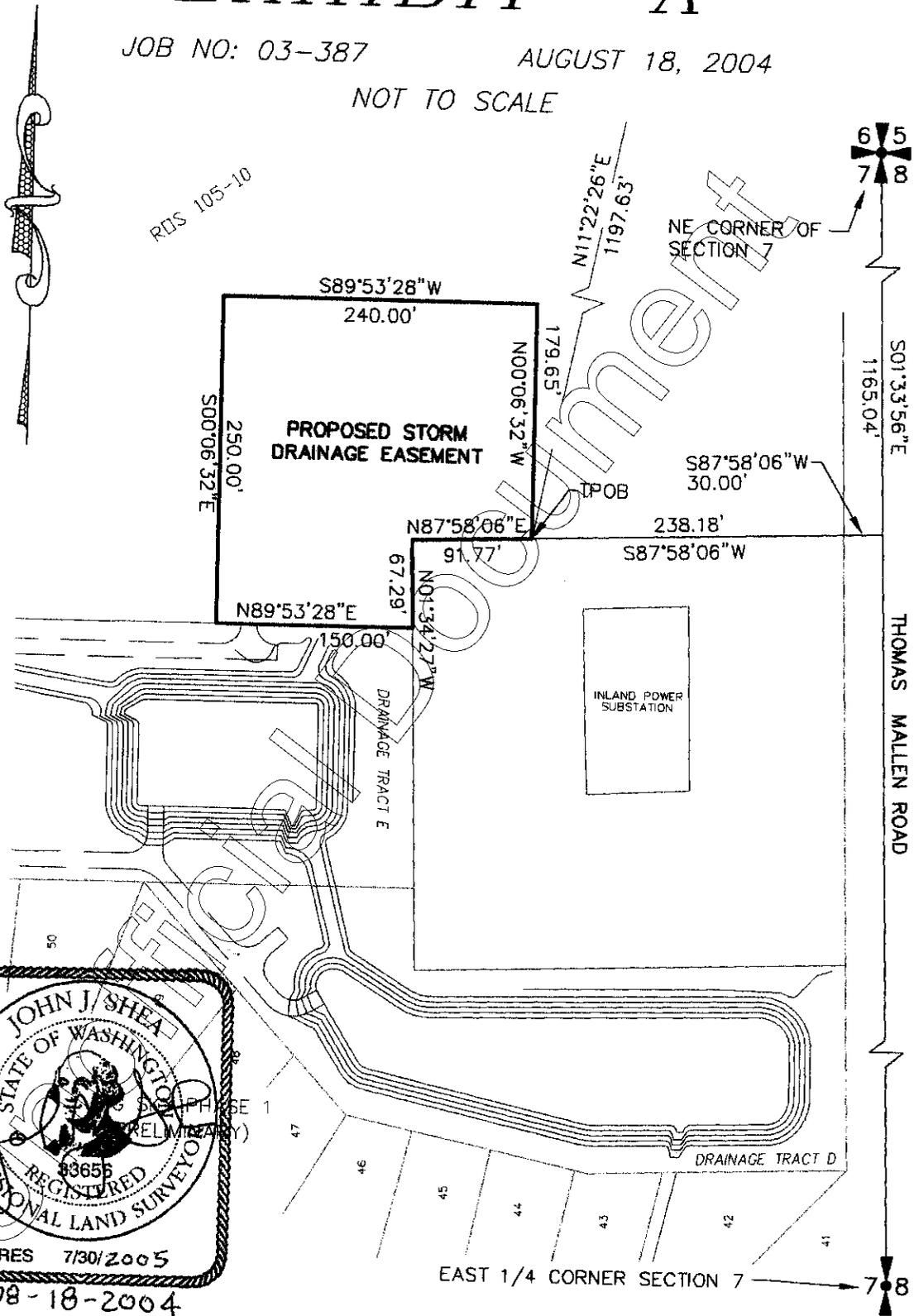
5114487
Page: 5 of 6
08/24/2004 12:50P
Spokane Co, WA

EXHIBIT "A"

JOB NO: 03-387

AUGUST 18, 2004

NOT TO SCALE



08-18-2004



5114487
Page: 6 of 6
08/24/2004 12:50P
Spokane Co, WA