



**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, 24071.9086, and 24071.9019, NE1/4 S7T24NR42E.*

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

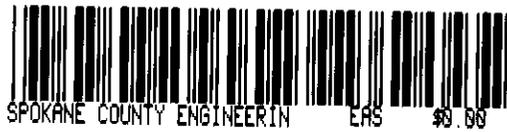
TEMPORARY OFF-SITE TURNAROUND AND DRAINAGE EASEMENT

IN THE MATTER OF *Big Sky PUD Phase II* (Spokane County Project No. P1918A), 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 Easement over, upon, and across the temporary turnaround and drainage area, legally described in the attached Exhibit A.

The Easement granted to Spokane County, its authorized agents and the *Big Sky Homeowners Association*, is for the purpose of providing an area for emergency or other vehicles to safely navigate on or turn around, and 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 located within the same above-described lands. The Grantor(s), their successors in interest and/or *Big Sky Homeowners Association* hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above described lands. The Grantor(s), their successors in interest and/or *Big Sky Homeowners Association* agree that Spokane County accepts no responsibility for maintaining this Easement. The Easement grants to Spokane County, its authorized agents and the *Big Sky Homeowners Association*, the right of ingress and

R. E. Excise Tax Exempt
Date: *Jan 6 2005*
Spokane County Treas.
By: *[Signature]*



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

This Easement will terminate at such time the described areas are platted. At that time, the property subject to the Easement described herein shall revert to the Grantor(s), their successors in interest and/or *Big Sky Homeowners Association* free and clear of any claim by Spokane County and its assigns to the continued right to use property subject to the Easement.

The Grantor(s), their successors in interest and/or *Big Sky Homeowners Association* 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.

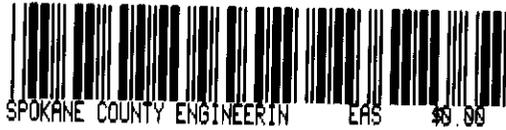
This Easement described hereinabove is to and shall run with the land. No modification of the boundaries of said Easement can be made without prior approval of Spokane County.

IN WITNESS WHEREOF, I have hereunto set My hand(s) and seal(s) this 30th day of December, 2004.

AHO Construction, INC.



Melvin S. Aho, President



STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

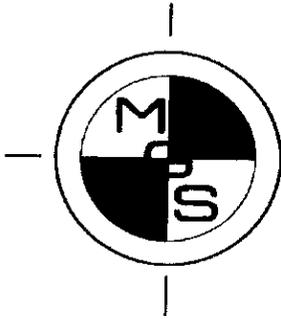
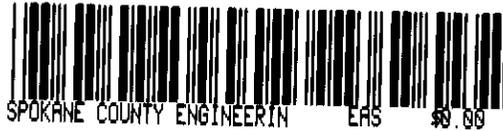
On this 30th day of December 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Melvin S. Aho to me known to be the President of Aho Construction, Inc. a Washington corporation, the corporation that executed the foregoing 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.



Thomas L. Arrowsmith
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane, Vancouver
My commission expires: May 15, 2008
Thomas L. Arrowsmith
Print Name

Unofficial Document



MINISTER-GLAESER SURVEYING INC.

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

November 04, 2004

EXHIBIT "A" **TEMPORARY OFFSITE TURNAROUND EASEMENT @ LUCAS STREET**

A temporary turnaround easement lying in a portion of the East half of the West half of the Northeast quarter of Section 7, Township 24 North, Range 42 East, Willamette Meridian, Spokane County, Washington, described as follows:

Beginning at the Northeast corner of the Northeast quarter of said Section 7;

Thence South $01^{\circ}33'56''$ East, along the East line of the Northeast quarter of said Section 7 for a distance of 1495.04 feet;

Thence leaving the East line of the Northeast quarter of said Section 7, South $87^{\circ}58'32''$ West, 359.90 feet;

Thence North $01^{\circ}34'27''$ West, 262.67 feet;

Thence South $89^{\circ}53'28''$ West, 1493.69 feet to the **TRUE POINT OF BEGINNING**;

Thence along the arc of a 57.00-foot radius non-tangent curve to the left through a central angle of $281^{\circ}01'51''$ (the radius of which bears North $40^{\circ}49'18''$ West) for an arc distance of 279.58 feet;

Thence South $89^{\circ}55'41''$ East, 17.44 feet;

Thence North $87^{\circ}27'55''$ East, 38.01 feet;

Thence North $89^{\circ}53'28''$ East, 17.06 feet to the **TRUE POINT OF BEGINNING**.



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Spokane Co, WA

Containing 9564 square feet, more or less.

ALSO TOGETHER WITH AND SUBJECT TO easements, reservations, covenants and restrictions apparent or of record



12-27-2004

Unofficial Document

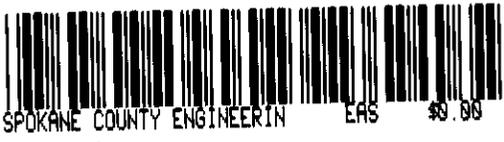


EXHIBIT "A"

JOB NO: 04-154
 NOVEMBER 04, 2004
 NOT TO SCALE

