

**STORMWATER MAINTENANCE AGREEMENT
FALCON RIDGE**

3 0772

This Stormwater Maintenance Agreement ("Agreement") is made this 19th day of AUGUST 2003 among Five Mile Corporation, a Washington corporation ("Developer"), Falcon Ridge Homeowner's Association, a Washington non-profit corporation ("Association") and Spokane County, a political subdivision of the State of Washington ("County"), to wit:

RECITALS

WHEREAS, the Developer and Owner are the owners of the lawn shown on Exhibit "A" (the "Property");

WHEREAS, pursuant to the provisions of RCW Chapter 36.89 and Section 9.14.220 of the Spokane County Code, the County may assume maintenance and operation responsibility of drainage facilities which lie outside the County road rights-of-way, under certain conditions; and

WHEREAS, a system of stormwater collection and disposal to be installed will jointly and collectively serve the Falcon Ridge Preliminary Plat as it is developed and platted, and the stormwater facilities will be available to the residents as they occupy the houses therein; and

WHEREAS, the Developer and Owner are in need of a government agency to assume responsibility for the continuous and satisfactory operation and maintenance of the stormwater system outside of the private road(s), and within accepted easements within the Property; and

WHEREAS, the County is willing to assume the responsibility of operation and maintenance of the *Falcon Ridge System* (shown with Exhibit "B") located within the land legally described on Exhibits "C through L" and Tract A of Falcon Ridge upon completion of the *Falcon Ridge System* shown on Exhibit "B", project certification, road establishment, and termination of the two year warranty period; and

WHEREAS, the Developer and Owner are responsible for the operation and maintenance of the *Falcon Ridge System* until the certification package for this project is accepted by Spokane County as complete, the roads have been established, and the two-year warranty period for this project has successfully passed.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions hereafter set forth, the parties hereto agree as follows:

1. Subdivision Stormwater System. For purposes of this Agreement, the "*Falcon Ridge System*" (shown with Exhibit "B") shall refer to the permanent drainage facilities that are constructed within Tract A of Falcon Ridge and the Property legally described with Exhibit "C through L" referred as the *Falcon Ridge Service Area*. The covered stormwater system shall refer only to the permanent drainage facilities that are constructed within the *Falcon Ridge Service Area*, which lie outside of county road rights-of-way in drainage easements. All permanent drainage facilities in the *Falcon Ridge Service Area* are referred to as the "*Total Stormwater System*". The *Total Stormwater System* serves the Falcon Ridge Plat that drains to Tract A of the Falcon Ridge Plat. Spokane County shall not maintain portions of the *Total Stormwater System* that are located upon or within private roads, nor will the County accept private roads as easements to access portions of the Stormwater System subject to the maintenance requirements of this Agreement.

Spokane County does not accept the responsibility of maintaining the drainage course located between Tract of A Falcon Ridge and the land legally described on Exhibit "C through L", nor the responsibility for

any damage whatsoever, including, but not limited to, erosion, sediment accumulation, and inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.

2. Construction. The Developer/Owner at their sole expense shall construct the **Total Stormwater System**, both public and private facilities, together with all appurtenant facilities to a capacity and design satisfactory to the County, and in conformance with Board of County Commissioners' Resolution No. 1-0298, as amended.

3. Right of Inspection. The Developer/Owner shall be responsible for construction inspection in accordance with Section 9.06 and 9.10 of the 2001 Spokane County Road Standards. The construction of the **Falcon Ridge System** shall conform to the requirements as outlined in Section 5 of the 2001 Spokane County Road Standards. Additionally, the County and the Developer/Owner mutually agree that the Spokane County and the City of Spokane may perform inspections of each phase of the **Falcon Ridge System** during construction. The Developer/Owner shall pay all costs of inspection, including, but not limited to, labor (including fringe benefits) and mileage.

4. Certification. The construction of the drainage facilities shall be performed in accordance with the April 2002 Spokane County Project Construction Certification Procedures for Road, Drainage, and Sewer Projects. When the Developers have verified that construction of the Drainage Facilities is complete, the Developers shall furnish the City and County with a certification from a registered professional engineer that the Drainage Facilities have been constructed in accordance with the accepted plans and specifications as required above in this Agreement. The City and County will accept the Drainage Facilities as complete following verification of the certification package. Certification by Developers' engineer shall also include preparation and submittal of record drawings by said the Developers' engineer showing all portions of the system, as constructed. Any deviations from the accepted plans shall be approved by Spokane County prior to receipt of the record drawings.

5. Final Inspection prior to Maintenance Acceptance. Upon completion of the Falcon Ridge System, project certification per Section 4 above, and after the 24-month warranty has successfully run, the **Falcon Ridge System** shall be cleaned by the developer. Spokane County shall make a final inspection and upon finding the system satisfactory, Spokane County shall accept it for operation and maintenance.

Spokane County will not maintain the drainage facilities until the certification package for this project is accepted by Spokane County as complete, the roads are established, and the two year warranty period has successfully passed. The Developer/Owner is responsible for maintaining the drainage facilities until the certification package for this project is accepted by Spokane County as complete, the roads have been established, and the two year warranty period for this project has successfully passed.

5. Additions. No stormwater runoff from additional land areas outside of the **Falcon Ridge Service Area** shall be connected nor shall groundwater, domestic, landscape waters be discharged, during the life of this Agreement, to the **Total Stormwater System** without the expressed written approval of the County. However, stormwater runoff, which flows onto the Property or other portions of the **Falcon Ridge Service Area** in its natural state, is permitted. No groundwater drains may be connected to the **Total Stormwater System**.

6. Warranty. All work performed by the Developer/Owner or his agents and all facilities constructed and installed in connection with the **Falcon Ridge System** shall be guaranteed for a period of twenty four months from the date of acceptance of such phase as provided in paragraph 7 below. The Developer/Owner also warrants that the **Falcon Ridge System** will be adequate to serve the Property at full development.

7. Operation and Maintenance, Capital Improvements Sinking Fund - Spokane County shall provide for replacement or construction of new facilities when needed - such as replacing storm culverts, manholes, catch basins, and other drainage facilities - or construction of other needed drainage facilities, for drainage facilities within the **Total Stormwater System**. Additional fees may need to be collected from the developer, homeowner's association, property owners, and/or successor in interest for replacement of drainage structures and pipes, as needed, in the future to benefit the **Falcon Ridge Service Area**. Spokane County shall keep an accurate record of the costs to operate and maintain the **Total Stormwater System**, and keep a record of monies set-aside for the capital improvement sinking fund and a record of when the monies are spent for any capital improvements. Such records shall be open to inspection by the Developer/Owner.

8. Annual Service Charge. The County shall be responsible for the collection of an annual service charge from each owner of a dwelling unit within the **Falcon Ridge Service Area** to defray the annual maintenance and operation costs of the **Total Stormwater System**, and to provide a set-aside fund for future capital improvements. The total annual service charge for the Falcon Ridge Area is \$4845.00. The

annual service charge for each dwelling unit within the Property shall be \$ 17.00 for each residential unit for the 285 lots reported by CLC Associates as the total number of lots at build-out. The total annual service charge of \$4,845.00 is due to Spokane County regardless of the number of lots platted or sold at the time the operation and maintenance of the facilities begin. The developer or its successors in interest are responsible for the dwelling fees for the un-platted or unsold lots.

The annual charge shall apply for each dwelling unit commencing as provided in Section 10. The annual charge shall be on a calendar basis, except that the charge for the first year shall be prorated for that portion of the calendar year after the annual service charge is effective.

Such service charges collected shall be deposited in a special fund in the County treasury to be used only for the purpose of paying all or any part of the costs and expenses of operating and maintaining the drainage facilities and having set-aside monies for capital improvements as reasonable or necessary, for the *Total Stormwater System*.

9. Revision of Annual Charges. The above schedule of annual charges shall remain in force and effect until such time as a revised schedule of charges is approved by resolution of the Board of County Commissioners after public notice of the intention to revise charges and public hearing thereon. The effective date of revised charges shall be as approved by such resolution but not less than thirty days after the adoption of such resolution. The Developer/Owner shall be responsible for insuring that all initial occupants and any dwelling unit built within the Property are aware of the provisions within this Agreement concerning annual service charges and general stormwater service charges.

To the extent that the annual charges received from units served by the *Total Stormwater System* exceed the operation and maintenance costs and set-aside funds for needed capital improvements of the *Total Stormwater System*, it is understood and agreed by the parties that said excess monies shall be rebated to each of the units. If the annual charges are not sufficient to cover the operation and maintenance costs of the *Total Stormwater System*, the schedule of charges shall be increased as stated herein.

10. Commencement of Assessments. The annual service charge assessment for each dwelling unit created within the Property, as described in Section 7, and subject to revision as provided in Section 8, shall commence when the final plat has been filed, the street and drainage improvements are certified by the Developer's Engineer, and said certification has been accepted by Spokane County. Further, until the final plat is issued, the Owner and Developer shall be responsible for assuring that erosion control measures are performed as required by the Spokane County Engineer to prevent excess runoff or sedimentation from entering the *Total Stormwater System*.

11. Survival of Covenants and Binding Effect. All of the promises, covenants, terms and conditions of this Agreement shall survive the conveyance hereunder, and this Agreement 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 properties, including lots, within the Property.

12. Term. This Agreement shall remain in full force and effect until the date of Conveyance as provided in paragraph 14 herein.

13. Tax. The Developer/Owner and/or the Falcon Ridge Homeowners Association shall be responsible for paying any and all real, personal, and other taxes as come due and are owing on the *Falcon Ridge System* or real property housing the same until the *Falcon Ridge System* is conveyed as provided in paragraph 14 herein. In the event that any taxes are not paid when they come due and are owing, the County shall have the right to immediately terminate any of its obligations under this Agreement to operate or maintain the *Falcon Ridge System* upon 30 days notice to the Developer/Owner and Association, during which time the Developer/Owner and/or Association may cure said breach, and the County reserves the right to pursue any other legal remedies available for the Developer/Owners' and/or Association's breach of this provision pertaining to said first phase, or upon assignment, the Association.

14. Conveyance and Reversion. The County is in the process of developing a Comprehensive Stormwater Management Program and Plan. It is possible that part or all of the *Falcon Ridge System* may be incorporated into this Plan. At such time as part or all of the *Falcon Ridge System* is proposed to be incorporated, the County will give the Developer/Owner 30 days notice of such action. The Developer/Owner shall convey such portions of the Stormwater System and all rights and appurtenances thereto as necessary. Conveyance shall be at no cost to the County; and shall be accomplished by an appropriate Quit Claim Deed and/or Bill of Sale for all real and personal property involved. Those facilities, if any, as determined by the County Engineer to be no longer necessary for the *Falcon Ridge System* shall be conveyed and returned to the Developer/Owner or their successors.

15. General Stormwater Service Charges. The Developer/Owner or successor(s) in interest agree to pay general stormwater service charges as may be imposed under Chapter 9.70 of the Spokane County Code, in addition to those stated in paragraphs 8 and 10 above.

16. Litigation. In the event any action is brought arising out of, or involving a breach of warranty or other action involving this Agreement, it is agreed that the venue of such action shall be in Spokane County, and it further is agreed that the prevailing party shall be entitled to attorneys fees as determined by the Court to be reasonable.

17. Billing, Payment, and Collection: The County Engineer or designee shall prepare and certify a roll identifying the parcels to be charged and the amount to be paid. The County Engineer through agreement with the County Treasurer may arrange for the charge to be placed upon the property tax bills to the taxpayer within the Falcon Ridge Service Area. All charges shall be due and payable in accordance with RCW 84.56.020. Thereafter, accounts shall be deemed delinquent and shall bear interest at 1 percent per month, computed on a monthly basis from the date of delinquency until paid in full.

DEVELOPER:

Five Mile Corporation

By: Robert Frisch

Its: President
Robert Frish

FALCON RIDGE MASTER HOMEOWNER'S ASSOCIATION

By: Robert Frisch

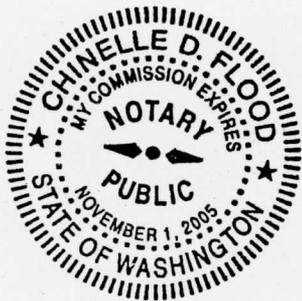
ROBERT J FRISCH
Name:

Its: President

STATE OF WASHINGTON)
County of Spokane) ss.
)

On this 8th day of August 2003 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Frisch to me known to be the President of Five Mile 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.



Chinelle D. Flood
NOTARY PUBLIC, in and for the State of Washington, residing at Spokane.
My commission expires: Nov. 1, 2005.
Chinelle D. Flood
Printed Name

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 8th day of August 2003 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Fischer to me known to be the President of the Falcon Ridge Homeowner's Association, the association 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.



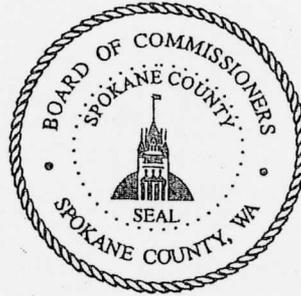
Chinelle D. Flood
NOTARY PUBLIC, in and for the State of Washington, residing at Spokane.
My commission expires: Nov. 1, 2005.
Chinelle D. Flood
Printed Name

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

John Roskelley
JOHN ROSKELLEY, CHAIRMAN

[Signature]
PHILLIP D. HARRIS, VICE CHAIRMAN

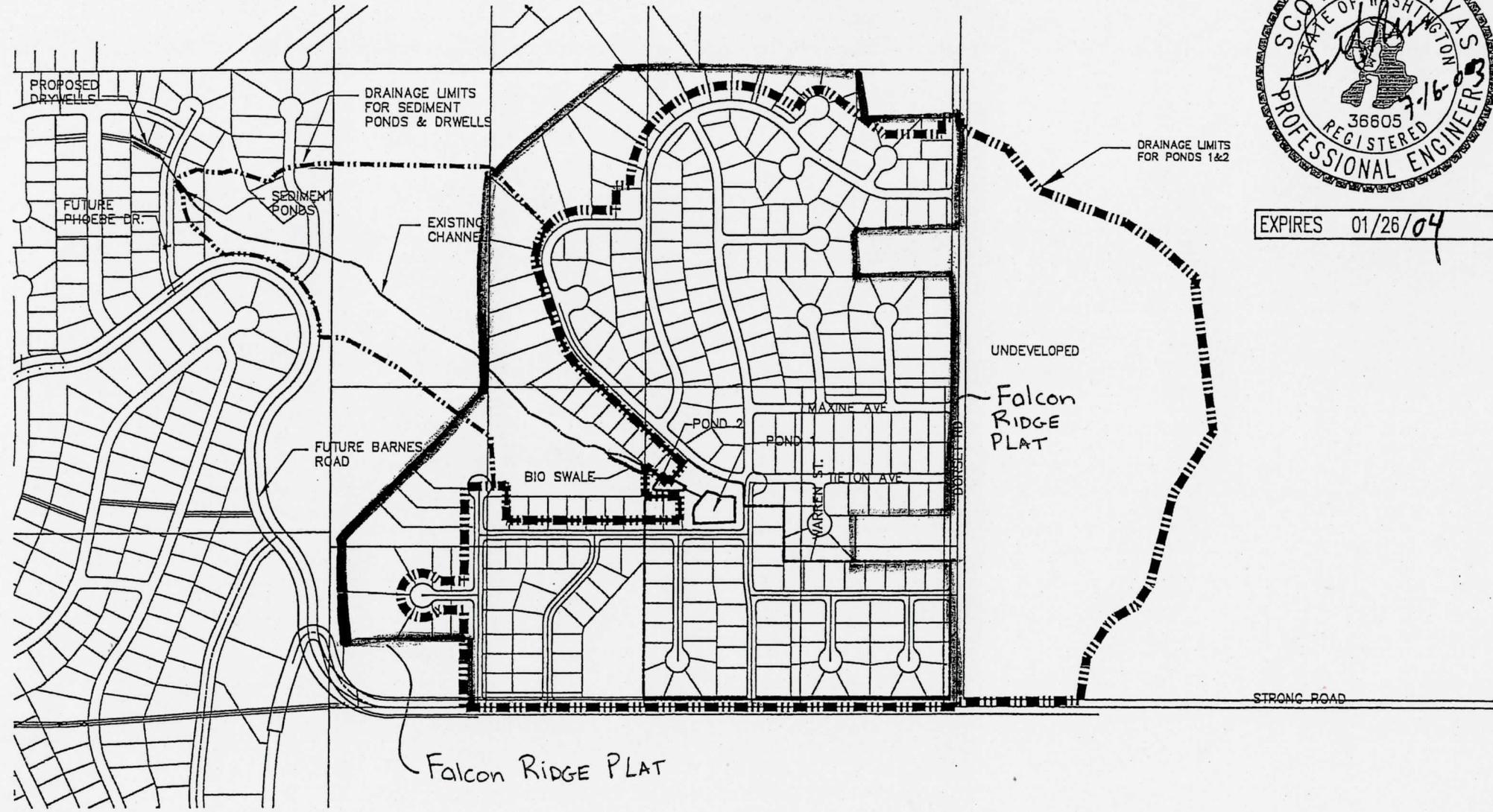
M. Kate McCaslin
M. KATE McCASLIN



ATTEST: VICKY M. DALTON, Clerk of the Board

By Daniela Erickson
DANIELA ERICKSON, DEPUTY

EXHIBIT A



EXPIRES 01/26/04



CLC ASSOCIATES
WE MEET YOUR NEEDS
WE ARE YOUR PARTNER
WE ARE YOUR SOLUTION
ARCHITECTURAL
LANDSCAPE ARCHITECTURE
LANDSCAPE ARCHITECTURE

EXHIBIT
FALCON RIDGE
SPOKANE, WA

DATE	DESCRIPTION
10/15/03	ORIGINAL PREPARATION

PROJECT # 4400
DRAWN BY: NAB
CHECKED BY: NAB

EXHIBIT B

NOTE:

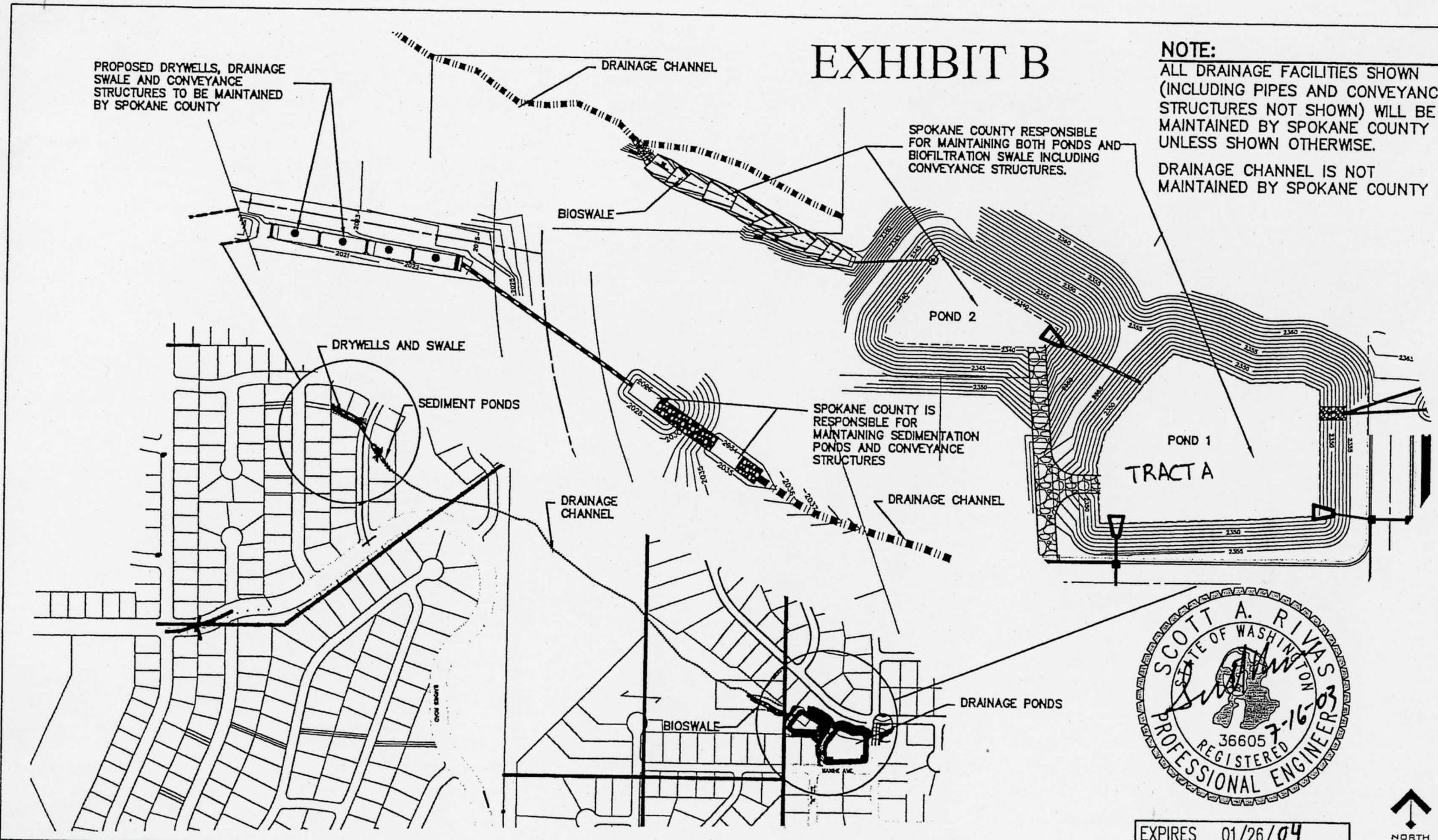
ALL DRAINAGE FACILITIES SHOWN (INCLUDING PIPES AND CONVEYANCE STRUCTURES NOT SHOWN) WILL BE MAINTAINED BY SPOKANE COUNTY UNLESS SHOWN OTHERWISE.

DRAINAGE CHANNEL IS NOT MAINTAINED BY SPOKANE COUNTY

PROPOSED DRYWELLS, DRAINAGE SWALE AND CONVEYANCE STRUCTURES TO BE MAINTAINED BY SPOKANE COUNTY

SPOKANE COUNTY RESPONSIBLE FOR MAINTAINING BOTH PONDS AND BIOFILTRATION SWALE INCLUDING CONVEYANCE STRUCTURES.

SPOKANE COUNTY IS RESPONSIBLE FOR MAINTAINING SEDIMENTATION PONDS AND CONVEYANCE STRUCTURES



CLC ASSOCIATES
 1001 WEST 17TH AVENUE
 SUITE 100
 SPOKANE, WASHINGTON 99201
 P 509 325 8800
 F 509 325 8801
 WWW.CLC-ASSOCIATES.COM

EXHIBIT
 FALCON RIDGE
 SPOKANE, WA



EXPIRES 01/26/04



DATE	DESCRIPTION
01/26/04	ORIGINAL PREPARATION
PROJECT #	*****
DRAWN BY	HAJ
DESIGNED BY	HAJ
CHECKED BY	HAJ
	SAE

EXHIBIT TWO-MAINTENANCE

SHEET 1

EXHIBIT C

LEGAL DESCRIPTION FOR ACCESS EASEMENT

That portion of the Northeast one quarter of Section 22, Township 26 North, Range 42 East, W.M., Spokane County, Washington described as follows:

Commencing at the Northeast corner of said Section 22; Thence South 00°23'38" West along the East line of said Northeast one-quarter a distance of 956.02 feet;

Thence North 89°36'22" West a distance of 682.38 feet to the **TRUE POINT OF BEGINNING**;

Thence North 21°43'26" West a distance of 46.15 feet to the beginning of a curve concave Northeasterly having a radius of 332.22 feet; thence Northwesterly along said curve through a central angle of 21°20'21" an arc distance of 123.73 feet;

Thence North 00°23'05" West a distance of 282.47 feet to the beginning of a curve concave Southeasterly having a radius of 470.00 feet; thence Northeasterly along said curve through a central angle of 15°37'43" an arc distance of 128.20 feet to the beginning of a reverse curve concave Southwesterly having a radius of 20.00 feet; thence Northwesterly along said curve through a central angle of 77°11'38" an arc distance of 26.95 feet;

Thence North 61°57'00" West a distance of 145.15 feet to a point on the East line of McCarroll East First Addition as recorded in Book 28 of plats, Page 16, records of Spokane County;

Thence North 00°22'57" West along said East line a distance of 25.02 feet;

Thence South 61°57'00" East a distance of 136.21 feet to the beginning of a curve concave Northwesterly, and having a radius of 30.00 feet; thence Northeasterly along said curve through a central angle of 94°11'57" an arc distance of 49.32 feet to the beginning of a reverse curve concave Southeasterly having a radius of 470.00 feet; thence Northeasterly along said curve through a central angle of 6°52'21" an arc distance of 56.37 feet;

Thence North 30°43'24" East a distance of 4.64 feet;

Thence South 59°16'36" East a distance of 60.00 feet;

Thence South 30°43'24" West a distance of 4.64 feet to the beginning of a curve concave Southeasterly, and having a radius of 410.00 feet; thence Southwesterly along said curve through a central angle of 31°06'29" an arc distance of 222.60 feet;

Thence South 00°23'05" East a distance of 282.47 feet to the beginning of a curve concave Northeasterly having a radius of 272.22 feet; thence Southeasterly along said curve through a central angle of 21°20'21" an arc distance of 101.38 feet;

Thence South 21°43'26" East a distance of 30.08 feet;

Thence South 53°16'34" West a distance of 62.12 feet to the **TRUE POINT OF BEGINNING**.

7-07-03

Containing 44,531 square feet or 1.02 acres.

July 7, 2003

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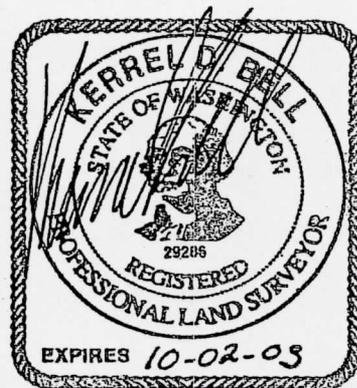
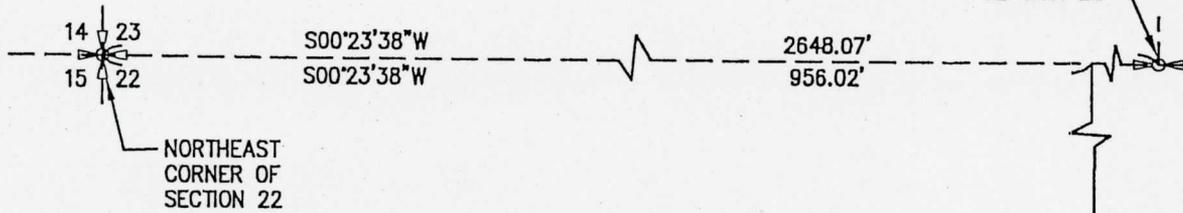


EXHIBIT D

ACCESS EASEMENT
 LOCATED IN THE NORTHEAST ONE-QUARTER
 OF SECTION 22, TOWNSHIP 26 NORTH,
 RANGE 42 EAST, W.M.,
 SPOKANE COUNTY, WASHINGTON

EAST
 ONE-QUARTER
 CORNER OF
 SECTION 22



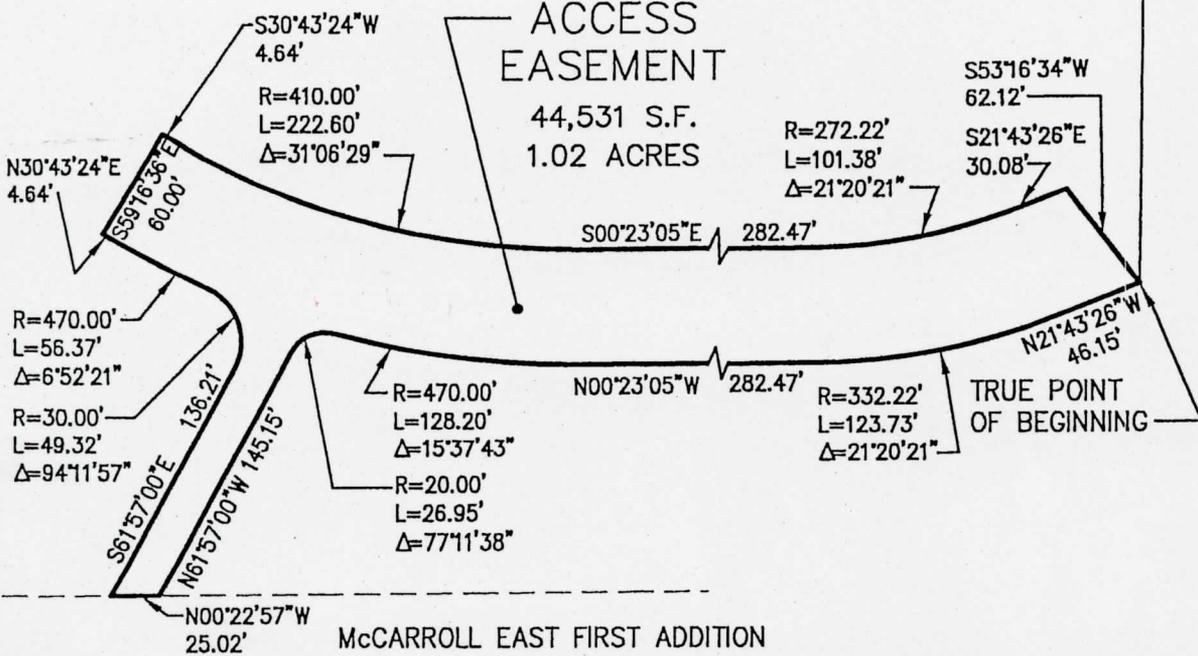
SCALE
 1"=100'

7-07-03



N89°36'22"W
 682.38'

ACCESS
 EASEMENT
 44,531 S.F.
 1.02 ACRES



McCARROLL EAST FIRST ADDITION

ACCESS ESMTREV 99398

EXHIBIT E

LEGAL DESCRIPTION FOR STORM DRAIN EASEMENT

That portion of the Northeast one-quarter of Section 22, Township 26 North, Range 42 East, W. M., Spokane County, Washington described as follows:

A 30-foot wide storm drain easement lying 15 feet on each side of the following described centerline;

Commencing at the Northeast corner of said Section 22; Thence South $00^{\circ}23'38''$ West along the East line of said Northeast one-quarter a distance of 600.73 feet;

Thence North $89^{\circ}36'22''$ West a distance of 536.77 feet to the beginning of the herein described centerline;

Thence North $53^{\circ}40'23''$ West a distance of 32.81 feet;

Thence North $43^{\circ}55'00''$ West a distance of 12.95 feet;

Thence North $37^{\circ}43'21''$ West a distance of 16.44 feet;

Thence North $36^{\circ}27'35''$ West a distance of 119.52 feet to a point herein designated as point "A", said point being the end of said 30 foot wide storm drain easement;

Together with the following described easement area;

Commencing at said point "A", said point being the beginning of a 20 foot wide storm drain easement lying 10 feet on each side of the following described centerline;

Thence North $36^{\circ}27'35''$ West a distance of 123.45 feet to a point herein designated as point "B", said point being the end of said 20 foot wide storm drain easement;

Together with the following described easement area;

Commencing at said point "B", said point being the beginning of a 25 foot wide storm drain easement lying 10 feet on the Northerly side, and 15 feet on the Southerly side of the following described centerline;

Thence North $61^{\circ}57'00''$ West a distance of 138.44 feet to a point on the East line of McCarroll East First Addition as recorded in Book 28 of plats, Page 16, records of Spokane County and the end of the herein described centerline.

The sidelines of said 25 foot and 30 foot wide drain easement to be lengthened or shortened to intersect said East line of McCarroll East First Addition on the West and from lines Bearing North $00^{\circ}23'05''$ West and South $00^{\circ}23'05''$ East from the True Point of Beginning on the East.

Containing 11,363 square feet or 0.26 acres.

June 24, 2003

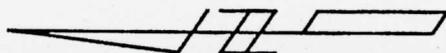
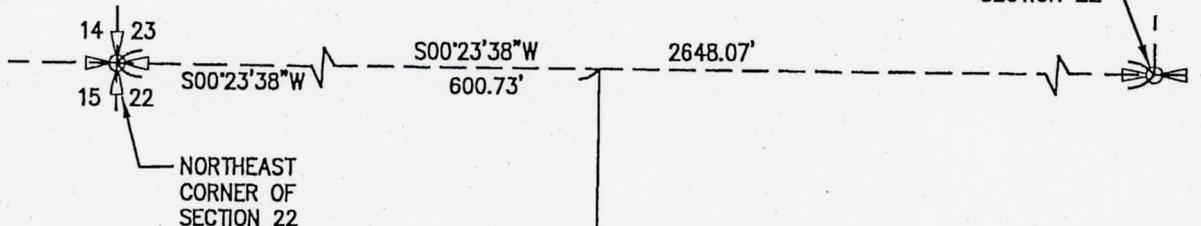
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EXHIBIT F

STORM DRAIN EASEMENT
 LOCATED IN THE NORTHEAST ONE-QUARTER
 OF SECTION 22, TOWNSHIP 26 NORTH,
 RANGE 42 EAST, W.M.,
 SPOKANE COUNTY, WASHINGTON

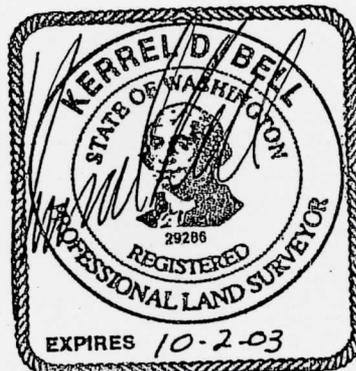
EAST
 ONE-QUARTER
 CORNER OF
 SECTION 22



SCALE
 1"=100'

ASSESSORS PARCEL
 No. 26232-9059

N89°36'22"W
 536.77'



POINT OF
 BEGINNING

N00°23'05"W

N53°40'23"W 32.81'

N43°55'00"W 12.95'

N37°43'21"W 16.44'

15'

N36°27'35"W 119.52'

STORM DRAIN
 EASEMENT

11,363 S.F.
 0.26 ACRES

10'

POINT "A"

N36°27'35"W 123.45'

10'

POINT "B"

N61°57'00"W 138.44'

15'

McCARROLL EAST FIRST ADDITION

SD ESMT C(R) 99398

EXHIBIT G

LEGAL DESCRIPTION FOR POND EASEMENT

That portion of the Southeast one-quarter of the Northwest one-quarter of Section 23, Township 26 North, Range 42 East, W. M., Spokane County, Washington described as follows:

Commencing at the Northwest corner of said Southeast one-quarter of the Northwest one-quarter of Section 23; thence South $00^{\circ}12'04''$ West along the West line of said Southeast one-quarter of the Northwest one-quarter a distance of 319.14 feet to the **TRUE POINT OF BEGINNING**;

Thence South $90^{\circ}00'00''$ East a distance of 146.80 feet;

Thence South $47^{\circ}40'05''$ East a distance of 13.85 feet to a point on the Northerly line of proposed Tract "A" of the final plat of Falcon Ridge; thence along a portion of the Northerly, the Easterly and the Southerly boundaries of said Tract "A"; thence along the following 8 bearings and distances;

1) Thence North $42^{\circ}19'55''$ East a distance of 36.37 feet to the beginning of a non-tangent curve concave Northerly, from which point a radial line bears North $42^{\circ}19'55''$ East, and having a radius of 375.00 feet; 2) thence Southeasterly along said curve through a central angle of $36^{\circ}44'47''$ an arc distance of 240.50 feet to the beginning of a curve concave Southwesterly having a radius of 20.00 feet; 3) thence Southeasterly along said curve through a central angle of $84^{\circ}25'21''$ an arc distance of 29.47 feet;

4) Thence South $00^{\circ}00'29''$ West a distance of 156.12 feet to the beginning of a curve concave Northwesterly having a radius of 20.00 feet; 5) thence Southwesterly along said curve through a central angle of $89^{\circ}54'13''$ an arc distance of 31.38 feet;

6) Thence South $89^{\circ}54'42''$ West a distance of 236.59 feet;

7) Thence North $03^{\circ}53'10''$ West a distance of 140.31 feet;

8) Thence South $89^{\circ}54'42''$ West a distance of 150.00 feet to the West line of said Tract "A";

Thence North $00^{\circ}12'04''$ East along said West line of said Tract "A" and the Northerly prolongation thereof, a distance of 135.07 feet to the **TRUE POINT OF BEGINNING**;

Containing 81,485 square feet or 1.87 acres.

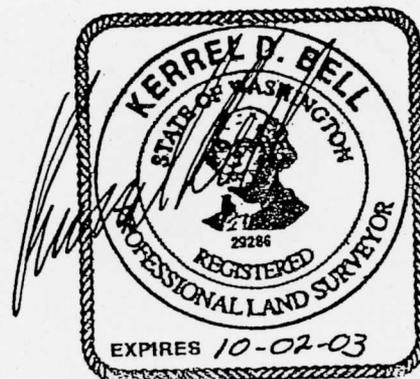


EXHIBIT H

POND EASEMENT
 LOCATED IN THE SOUTHEAST ONE QUARTER OF THE
 NORTHWEST ONE-QUARTER
 OF SECTION 23, TOWNSHIP 26 NORTH,
 RANGE 42 EAST, W.M., SPOKANE COUNTY, WA

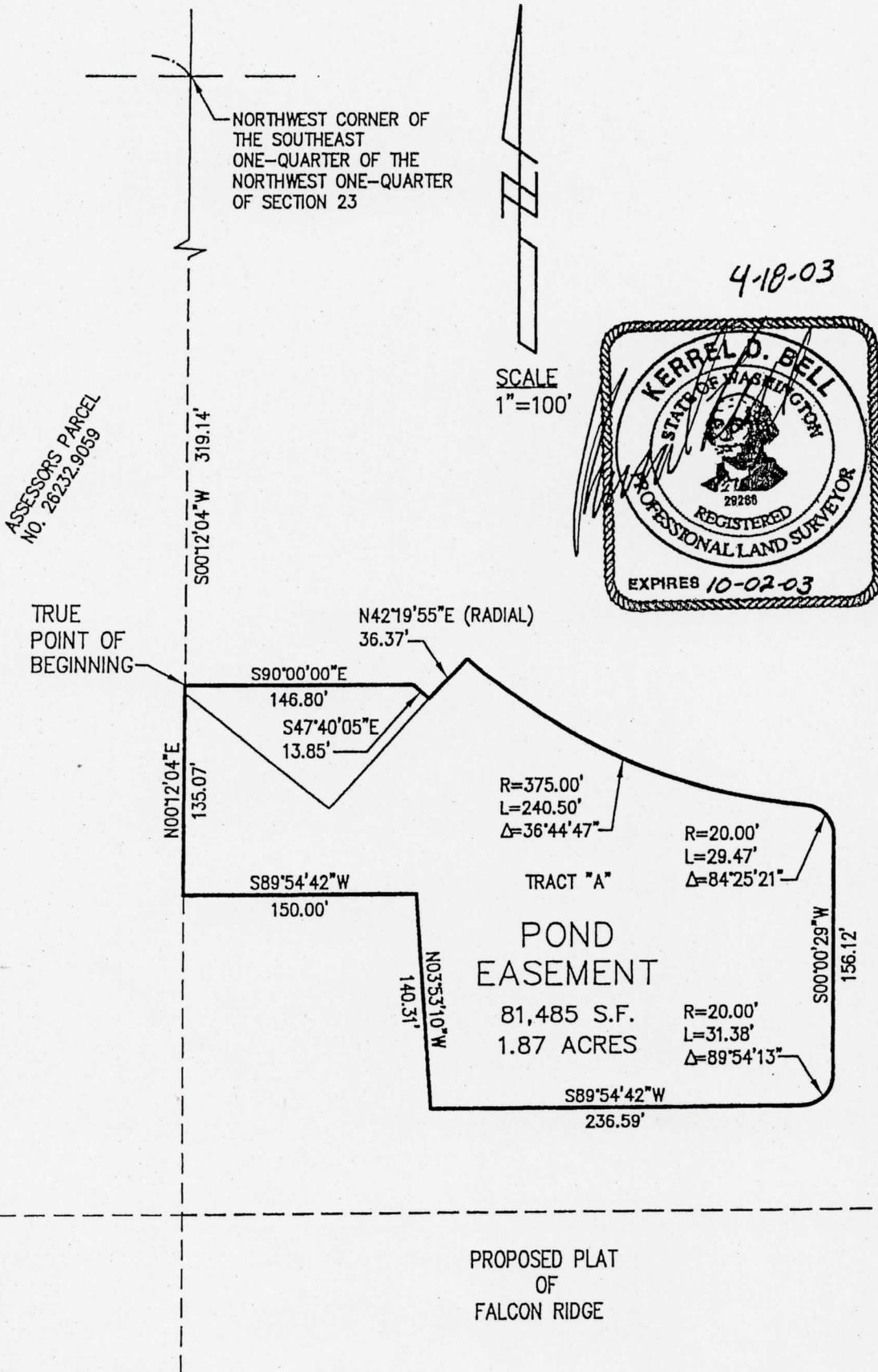


EXHIBIT I

LEGAL DESCRIPTION FOR STORM DRAINAGE EASEMENT

That portion of the Southwest one quarter of the Northwest one quarter of Section 23, Township 26 North, Range 42 East, W.M., Spokane County, Washington described as follows:

Commencing at the Northeast corner of said Southwest one-quarter of the Northwest one-quarter of Section 23; thence South 00°12'04" West along the East line of said Southwest one-quarter of the Northwest one-quarter a distance of 351.25 feet to the **TRUE POINT OF BEGINNING**;

Thence South 00°12'04" West a distance of 21.72 feet;
Thence North 89°47'51" West a distance of 22.56 feet;
Thence North 70°06'58" West a distance of 56.74 feet;
Thence North 33°53'49" West a distance of 31.31 feet;
Thence North 68°00'36" West a distance of 45.33 feet;
Thence North 59°17'00" West a distance of 51.45 feet;
Thence North 30°34'16" East a distance of 21.93 feet;
Thence South 57°09'15" East a distance of 50.39 feet;
Thence South 68°00'36" East a distance of 44.73 feet;
Thence South 60°32'02" East a distance of 59.83 feet;
Thence South 69°24'26" East a distance of 34.89 feet to the **TRUE POINT OF BEGINNING**.

Containing 4,802 square feet or 0.11 acres.



May 20, 2003

J:\DOCUMENT\99398\SURVEY\STORM DRAINAGE EASEMENT 5-20-03.doc

EXHIBIT J

STORM DRAINAGE EASEMENT
 LOCATED IN THE SOUTHWEST ONE QUARTER OF THE
 NORTHWEST ONE-QUARTER
 OF SECTION 23, TOWNSHIP 26 NORTH,
 RANGE 42 EAST, W.M., SPOKANE COUNTY, WA



SCALE
 1"=100'

ASSESSORS PARCEL
 NO. 26232-9059

NORTHEAST CORNER OF
 THE SOUTHWEST
 ONE-QUARTER OF THE
 NORTHWEST ONE-QUARTER
 OF SECTION 23

S00°12'04"W 351.25'

STORM
 DRAINAGE
 EASEMENT

4,803 S.F.
 0.11 ACRES

7-07-03



TRUE
 POINT OF
 BEGINNING

N00°12'04"E 21.72'

N89°47'51"W
 22.56'

N70°06'58"W
 56.74'

N33°53'49"W
 31.31'

N68°00'36"W 45.33'

N59°17'00"W 51.45'

N30°34'16"E
 21.93'

S57°09'15"E 50.39'

S68°00'36"E 44.73'

S69°24'26"E 34.89'

S60°32'02"E
 59.83'

**LEGAL DESCRIPTION FOR
MAINTENANCE ROAD-ACCESS EASEMENT**

That portion of the Northeast one quarter of Section 22, Township 26 North, Range 42 East, W.M., City of Spokane, Spokane County, Washington described as follows:

Commencing at the Northeast corner of said Section 22; Thence South $00^{\circ}23'38''$ West along the East line of said Northeast one-quarter a distance of 568.54 feet;

Thence North $89^{\circ}36'22''$ West a distance of 594.32 feet to the **TRUE POINT OF BEGINNING;**

Thence South $52^{\circ}16'39''$ West a distance of 20.00 feet;

Thence North $36^{\circ}27'35''$ West a distance of 69.29 feet to the beginning of a curve concave southwesterly having a radius of 25.91 feet;

Thence northwesterly along said curve through a central angle of $43^{\circ}20'05''$ an arc distance of 19.60 feet;

Thence North $00^{\circ}23'05''$ West a distance of 6.01 feet to the beginning of a curve concave easterly having a radius of 410.00 feet;

Thence northerly along said curve through a central angle of $5^{\circ}15'35''$ an arc distance of 37.64 feet;

Thence South $36^{\circ}27'35''$ East a distance of 120.84 feet to the **TRUE POINT OF BEGINNING;**

Containing 2,255 square feet or 0.05 acres.

EXHIBIT K

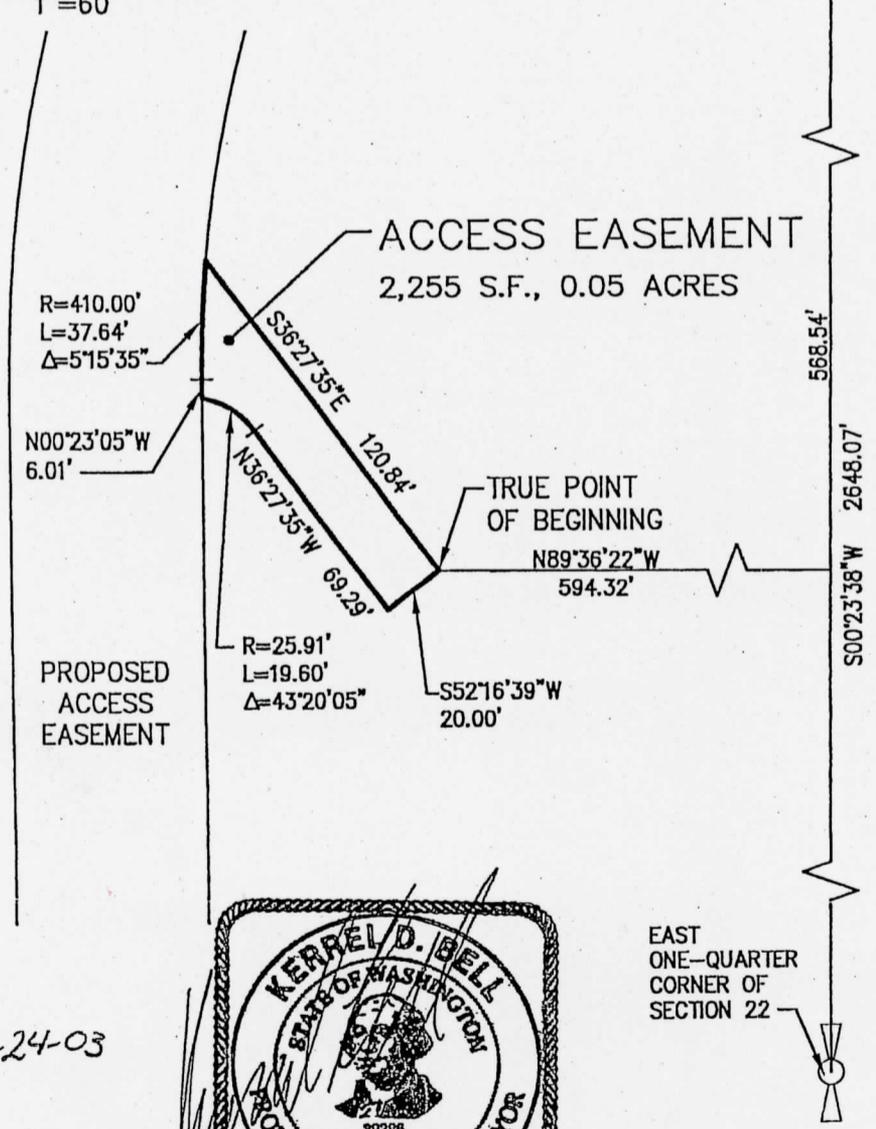
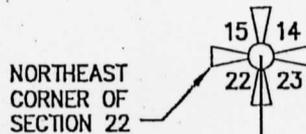


EXHIBIT L

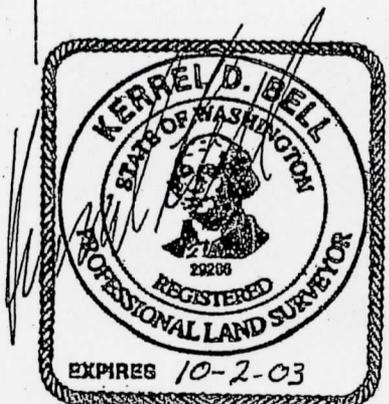
ACCESS EASEMENT
LOCATED IN THE NORTHEAST ONE-QUARTER
OF SECTION 22, TOWNSHIP 26 NORTH,
RANGE 42 EAST, W.M., CITY OF SPOKANE,
SPOKANE COUNTY, WASHINGTON



SCALE
1"=60'



7-24-03



EAST
ONE-QUARTER
CORNER OF
SECTION 22