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09/10/1997 11:53A
Spokane Co., WA

**After Recording Return To: Spokane County Engineer
Attn.: Right of Way Department**

Document Title: Drainage Easement
Grantors: R & S Land Development, A Washington General Partnership
Grantee(s): Spokane County
Legal Description: Northwest Quarter (NW ¼) of Section 4, Township 24 North, Range 43 East, W.M., Spokane County, Washington.
Additional Legal Description: See Page 1
Assessor's Tax Parcel Numbers: 34042.2146, 34042.2115 AND 34042.2126
Reference Number: _____

Log In Date: 9/8/97 Requested by: Paul L. Prepared by: K. McKeon
Purpose: P1772B RF Nos.: 1541 Road Name: 53RD Avenue

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

DRAINAGE EASEMENT

IN THE MATTER OF 53RD AVENUE, RF NO. 1541, KNOW ALL MEN BY THESE PRESENTS, that the Grantors, R & S Land Development, A Washington General Partner of the County of Spokane, State of Washington, for and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, grants to Spokane County, a political subdivision of the State of Washington, the City of Spokane, a municipal corporation of the State of Washington and the Laurelhurst Place Homeowners Association, a planned Unit Development, a Drainage Easement over, under, upon and across the following described real property situated in the County of Spokane, State of Washington:

Affects Assessors Parcel Nos.: 34042.2146 34042.2115 And 34042.2126

Those portions of Tracts 11, 12, 17 and 18 of MARSHALL'S TEN ACRE TRACTS, as per plat thereof recorded in Volume "A" of Plats, Page 191 described as follows: COMMENCING at the northwest corner of Lot 5, Block 2 of LAURELHURST ESTATES, as per plat thereof recorded in Book 24 of Plats, Pages 18 and 19; thence S14°46'45"W 139.32 feet along the westerly line of said Block 2, thence N67°45'22"W 326.97 feet to the POINT OF BEGINNING;

thence N89°03'49"W 10.00 feet, thence S13°45'41"W 289.01 feet;

thence S23°54'48"E 182.78 feet, thence S45°03'49"W 109.47 feet;

thence S26°51'28"E 32.74 feet, thence S89°56'11"E 90.00 feet;

thence N00°03'49"E 27.50 feet, thence S89°56'11"E 75.00 feet;

thence southeasterly along the arc of a 40.00 foot radius tangent curve, concave southwest, through a central angle of 90°00'00" for a length of 62.83 feet;

thence S00°03'49"W 12.50 feet, thence S89°56'11"E 20.00 feet;

thence N00°03'49"E 12.50 feet;

thence northwesterly along the arc of a 60.00 foot radius tangent curve, concave southwest, through a central angle of 59°30'23" for a length of 62.31 feet;

thence northerly along the arc of a 425.00 foot radius curve, the center of which bears S87°18'33"E, through a central angle of 01°07'14" for a length of 8.31 feet;

thence N89°56'11"W 105.91 feet, thence N00°03'49"W 27.50 feet;

thence N10°25'46"E 36.46 feet, thence S45°03'49"W 50.76 feet;

thence N23°54'48"W 168.27 feet; thence N13°45'41"E 281.37 feet;

thence N67°45'22"W 10.11 feet to the Point of Beginning

Situate in Government Lot 13, Section 4, Township 24 North, Range 43 East, Willamette Meridian, Spokane County, Washington.

R.E. Excise Tax Exempt
Date: Sept. 10 19 97
Spokane County Treasurer
By: [Signature]



The Drainage Easements, as described hereinabove, are for the purpose of installing operating and maintaining drainage ditches, drainage swales and drainage facilities to dispose of runoff.

The Grantor(s) will construct the drainage facilities in conformance with the approved plans on file in the office of the Spokane County Division of Engineering.

The property owner or his representative shall inform each succeeding purchaser of all Drainage Easements on the property and his responsibility for maintaining drainage facilities within said Easements.

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

Whenever the individual lot owners or their successors in interest fail to maintain the drainage facilities in conformance with the approved Drainage Plan, a notice will be given to the individual lot owners or their successors in interest by the County. If not corrected after ten (10) days, the County has the right to correct the maintenance failure or have it corrected at the expense of the individual lot owners or their successors in interest.

Spokane County does not accept the responsibility of maintaining the drainage course on private lots within Drainage Easements or floodplain areas, 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.

Spokane County does accept the responsibility for the perpetual maintenance of the drywell located within this Drainage Easement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 9th day of September, 1997.

By: R. & S. Land Dev. Co. By: Terence A. Sullivan

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Terence A. Sullivan

(is/are) the individual(s) who appeared before me, and said individual(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the Managing Partner of R. & S. Land Development Co. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 9th day of September, 1997



Kendra D. Keene
KENDRA D. KEENE

NOTARY PUBLIC
In and for the State of Washington,
residing at Spokane.
My appointment expires: MAY 28, 2001

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