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07/23/2004 09:53A
Spokane Co, WA

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

Document Title: Drainage Easement
Grantor(s): Hepton Trust
Grantee(s): Government, County of Spokane
Legal Description: Portion of NW ¼ of SEC. 29, TWN. 25 N., RGE. 45 E., W.M.
Additional Legal Description: See Page 1
Assessor's Tax Parcel Number(s): 55291.0108 and 55292.9005
Reference Number: _____

Log In Date: April 28, 2004 Requested by: M. Zarecor Prepared by: G. Nyberg
Purpose: P-1779A RF No(s): 300 - "0" Road Name(s): Drummond Court

SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington

**POND DRAINAGE EASEMENT
AND
CONSTRUCTION & MAINTENANCE COVENANT**

IN THE MATTER OF Drummond Court, RF NO. 300 - "0"

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), Hepton Trust,

a testamentary trust

of the County of Spokane, State of Washington, for and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, grant(s) to Spokane County, a political subdivision of the State of Washington, a Drainage Easement over, under, upon and across the following described real property situated in the County of Spokane, State of Washington:

ASSESSORS PARCEL NO(S): 55291.0108 and 55292.9005

Pursuant to the Legal Description and Exhibit A herein affixed and made a part of this document hereof.

R. E. Excise Tax Exempt
Date July 23 2004
Spokane County Treas.
By [Signature]

The Pond Drainage Easement, as described hereinabove, is hereby granted to Spokane County



and the Meadowview Terrace Homeowners Association together with the Developer of the Plat of Meadowview Terrace 1st Addition (P-1779A) and the authorized agents of all said parties for the purpose of constructing, operating, and maintaining a drainage pond and appurtenances that evaporate, detain, treat, and release to Saltese Creek runoff from the street system, lots, and tracts of said plat.

A drainage easement is granted to Spokane County and its authorized agents over the subject property for the inspection and emergency maintenance of drainage facilities within the Easement area. Spokane County does not have the responsibility to inspect or maintain in routine or emergency fashion the drainage facilities located outside of the public right-of-way or tract, except in cases where Spokane County specifically assumes that responsibility in writing. Neither does Spokane County have any liability for any failure by the responsible party to maintain the drainage facilities.

The Easement area is reserved for the exclusive said uses and changes to vegetation and grading and the construction of permanent structures and fencing that hinder the operations and maintenance of and access to the pond facilities and appurtenances as indicated on the approved road and drainage plans on file at the Office of the County Engineer are hereby prohibited.

Any other easements that are granted concurrent with or subsequent to this Easement will be subordinate to the rights and restrictions created by this Easement and are subject to the Spokane County permit process prior to usage.

A Construction Covenant is hereby established where said Developer of said Plat shall be solely responsible to construct said drainage pond facilities and appurtenances within the easement area in conjunction with the said plat development in conformance with the approved street and drainage plans on file in the office of the Spokane County Division of Engineering and Roads.

A Maintenance Covenant is hereby established whereby the said Developer of the said Plat and their successor, the said Homeowners Association, or its successors in interest shall maintain all drainage pond facilities and appurtenances located within the Easement area in conformance with the accepted Street and Drainage Plans and Operations & Maintenance Manual prepared by CLC Associates on file at the Spokane County Engineer's Office. The said Homeowners Association shall be responsible for payment of all claims and other liabilities, which may become due for said maintenance responsibilities.

If the said Developer or Homeowners Association, or their successors in interest, fails to maintain the drainage pond facilities and appurtenances in said manner, a notice of such failure may be given by the County Engineer. If not corrected within the period of time indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the said parties.

Should the said Homeowners Association be terminated for any reason, the successors in interest shall be the individual lot owners, or their successors in interest, who are members of the said Homeowners Association at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

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.

This Drainage Easement and Maintenance Covenant described hereinabove are 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.

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.



IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) this 15 day of July, 2004.

Signed as to Construction & Maintenance Covenant only:

Developer of Plat of Meadowview Terrace 1st Addition(P-1779A)

By: [Signature]

Its: Member

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Bryan Walker

(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 acknowledges it as the member/Developer of Meadowview Terrace 1st to be the free and voluntary act of such party, for the uses and purposes mentioned in the instrument.

Dated this 15 day of July, 2004.



[Signature]
NOTARY PUBLIC
In and for the State of Washington,
residing at Spokane.
My appointment expires 2/15/07.

Unofficial Document



SIGNATORY NAMES

IN WITNESS WHEREOF, the aforesaid owners have caused their names to be hereunto subscribed this 16 day of July, 2004.

Robert V. Hepton
ROBERT V. HEPTON, As Trustee under the testamentary Trust of VIRJIL J. HEPTON

ACKNOWLEDGMENTS

STATE OF WASHINGTON)

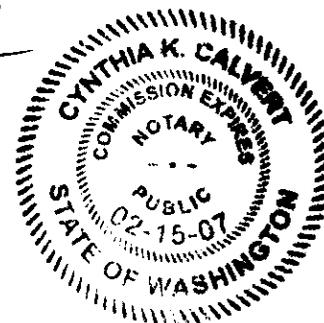
) ss

County of Spokane)

I certify that I know or that I have satisfactory evidence that ROBERT V. HEPTON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as his free and voluntary act and deed, for the uses and purposes stated in the instrument.

DATED this 16 day of July, 2004

Cynthia K. Calvert
NOTARY PUBLIC, in and for the State
of Washington residing at Spokane,
My Commission expires 02/15/07



Unofficial Document



**LEGAL DESCRIPTION FOR
DRAINAGE POND EASEMENT**

An easement for the purposes of construction and maintenance of a drainage pond and appurtenances located in a portion of Government Lot 2 and 3 and a portion of Tract I of the Subdivision of Salteese Lake, recorded in Book 'D' of plats, Page 59, records of Spokane County, located in the Northwest one-quarter of Section 29 Township 25 North, Range 45 East, W.M., Spokane County, Washington described as follows:

Commencing at a 3/4 inch iron pipe accepted as the Northwest corner of said Section 29; thence South 89°49'29" East along the North line of said Northwest one-quarter of Section 29 a distance of 987.72 feet to the **TRUE POINT OF BEGINNING.**

Thence South 89°49'29" East along said North line a distance of 189.59 feet;

Thence along the following eight courses and distances:

- South 35°48'29" East a distance of 99.21 feet
- South 60°22'50" East a distance of 45.82 feet;
- South 42°41'14" East a distance of 65.21 feet
- South 03°36'03" East a distance of 79.73 feet
- South 55°18'21" West a distance of 118.86 feet
- South 43°22'56" West a distance of 80.96 feet
- North 58°52'02" West a distance of 39.87 feet
- North 34°14'12" West a distance of 265.89 feet

Thence North 00°10'31" East a distance of 117.25 feet to the **TRUE POINT OF BEGINNING.**

Said Parcel of Land containing 77,262 square feet or 1.77 acres.





EXHIBIT A
DRAINAGE POND EASEMENT
Northwest one-quarter of Section 29,
Township 25 North, Range 45 East,
W.M., Spokane County, WA



SCALE: 1" = 100'

