DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, that William S. Herbert, husband and wife, and W. J. Harsch and Barbara Brook, husband and wife, and Barbara Brook, husband and wife, and Robert Stock, a single man, have caused to be published into lots and blocks the land shown in the accompanying Plat, and hereby dedicate the following described land lying on the north 600 feet of the east 600 feet of the south half of the north half of the north half of the south half of the west half of the east half of the southeast quarter of Section 4, Township 2 North, Range 9 West, of the 5th Principal Meridian, County of Spokane, State of Washington. EXCEPT: 57th Avenue, and as hereby dedicate to public use forever the streams as shown thereon. Including an additional 10.00 feet on the 57th Avenue and 10.00 feet on the Creek Street. Utility easements are hereby granted to the said utility companies over 10.00 feet wide strips on all public roads of way on platted and shown herein, additional easements for drainage and access granted on shown torrid zone service, and to crown trees of obstructions and no driveway access will be allowed while the drainage basin footprint area. Use of private water and water systems is prohibited. The public water system pursuant to the Water Purp and approved by County and State Health Authorities, the local fire protection district, County Building & Safety Department and water purveyor shall be installed within this subdivision and the applicant shall provide for individual domestic water service, as well as fire protection, to work at least prior to each lot and prior to January 1, 1988. The use of any water line, service or appurtenances shall be subject to the written approval of the Public Service Commission. All public sewer system will be made available for the plot and individual service will be provided to each lot prior to sale. Use of individual on-site sewage disposal systems shall not be authorized.

The owner(s) or successor(s) is hereby agreed to allow Spokane County to show their name(s) on a plot for the formation of a Flood Improvement District (RID) by the petition method pursuant to Chapter 38.85. RCW, which petition includes the owner(s) property, and further, by the signing of a bond, the formation of a RID by the resolution method pursuant to Chapter 38.85. RCW, which resolution includes the owner(s) property. If a RID is formed, by either the petition or resolution method, as provided for in Chapter 38.85. RCW, the owner(s) or successor(s) further agree: (1) that the improvements or construction contemplated within the proposed RID is feasible, (2) that the benefits to be derived from the formation of the RID, by the property included therein, together with the amount of any County or Governmental assessment or the improvement district, including financial assistance, have been sufficiently developed. Provided, further, the owner(s) or successor(s) shall retain the right, as authorized under 38.86.005, to object to the bond, an amendment to the resolution method under Chapter 38.85. RCW, and to appeal to the Superior Court the decision of the Board of County Commissioners affirming the final assessment roll and the evaluation of the assessment roll.

It is further agreed that at such time as a RID is created or any Flood Improvement Project is formed by Spokane County, the improvements required (such include drainage control and storage) will be at the sole expense of the undersigned owner(s), their heirs,_GENERIC_ and donee without participation by Spokane County.

The RID owner(s) commits to the terms and agreements and if and RID is created, the owner(s) or successor(s) agree to construct the required improvements of their own expense, pay to Spokane County the estimated cost of the required improvements to enable the County to complete the same, or furnish a bond or other security acceptable to the County, which may include the execution of another RID agreement, providing for or securing to the County the actual construction of the improvements.

All of the requirements of this agreement shall run with the land and shall be binding upon the owner(s), their successor(s) or assigns(d). This provision is applicable to 57th Avenue.

Drainage easements, as platted and shown herein, which are for the purpose of installing, operating and maintaining drainage easements and are hereby dedicated. The District Board of Commissioners of the District of this agreement, as authorized herein by the terms of this agreement, may grant access and easements for drainage purposes on private property. The property owner or his representative shall inform each succeeding purchaser of all drainage easements on the property. The County has the responsibility of maintaining drainage facilities within said easements. Spokane County does not accept the responsibility of maintaining the drainage course on private lots within drainage easements or floodplain areas, but the responsibility for any drainage, whatsoever, including but not limited to inverse condemnation to any properties due to detention collection and/or maintenance of drainage courses in drainage easements on private property. The lowest building opening, including basement opening, for any building on Lots 1-24, Block 1, shall be high enough to allow a minimum slope of 1:8 away from the building in 10.00 feet. All drainage shall be routed away from the building to natural drainages or other lawful drainage features.

A circular driveway shall be constructed for Lot 24 of the plat accessing 57th Avenue, no access to 57th Avenue will be granted for Lot 23.

IN WITNESS WHEREOF the owners have hereunto affixed their signatures on this 7th day of July, 1983.

[Signatures]

SURVEYOR’S CERTIFICATE:

This map hereby represents a map made by me or under my direction in accordance with the requirements of the Spokane County Subdivision Ordinance.

[Signature]

AUDITOR’S CERTIFICATE:

[Signature]

APPROVALS:

County Engineer

[Signature]

County Commissioners

[Signature]

County Planning Department

[Signature]

County Health District

[Signature]

County Assessor

[Signature]

County Auditor

[Signature]