

FINAL PLAT OF NORTHVIEW ESTATES

A PORTION OF THE SE 1/4 OF SECTION 13, T26N, R42E, W.M. SPOKANE COUNTY, WASHINGTON

AUDITORS CERTIFICATE

FILED FOR THE RECORD THIS 29th DAY OF SEPTEMBER 2004, AT 11:58 AM IN BOOK 30 PAGE 28-31 OF PLATS AT THE REQUEST OF THOMAS, DEAN & HOSKINS, INC.

[Signature]
COUNTY AUDITOR DEPUTY

SPOKANE COUNTY COMMISSIONERS

Examined and approved this 29th day of September, 2004.

[Signature]
CHAIRPERSON BOARD OF COMMISSIONERS

SPOKANE COUNTY DEPARTMENT OF BUILDING AND PLANNING

Examined and approved this 28th day of September, 2004.

[Signature]
SPOKANE DIRECTOR OF BUILDING AND PLANNING

SPOKANE COUNTY DIVISION OF ENGINEERING AND ROADS

Examined and approved this 29th day of September, 2004.

[Signature]
SPOKANE COUNTY ENGINEER

SPOKANE COUNTY DIVISION OF UTILITIES

Examined and approved this 28th day of SEPTEMBER, 2004.

[Signature]
SPOKANE COUNTY UTILITIES

SPOKANE REGIONAL HEALTH DISTRICT

Examined and approved this 28th day of September, 2004.

[Signature]
SPOKANE REGIONAL HEALTH OFFICER

SPOKANE COUNTY TREASURER

Examined and approved this 27 day of Sept, 2004.

[Signature]
SPOKANE COUNTY TREASURER

SPOKANE COUNTY ASSESSOR

Examined and approved this 28th day of September, 2004.

[Signature]
SPOKANE COUNTY ASSESSOR

Northview Estates Legal Description

BE IT KNOWN BY THESE PRESENT that HOWES QUALITY DEVELOPMENT, INC., a Washington corporation, and AmericanWest Bank have caused to be platted into lots, blocks and streets the lands hereon to be known as NORTHVIEW ESTATES, and being legally described as follows:

A Replat of portions of Kempe's Acre Tracts and Hillcrest North Addition all situate in the Southeast quarter of Section 13, Township 26 North, Range 42 East, W.M., in Spokane County, State of Washington and being more particularly described as follows:

Commencing at the South Quarter Corner of said Section 13 thence proceeding along the South line of said Section, South 88°44'00" East 843.79 feet; thence North 01°16'00" East 20.00 feet to a point said point being on the South line of Tract 19 of Kempe's Acre Tracts and being 682.09 feet West of the East Line of said Tract said point also being the True Point of Beginning for this Legal Description; thence proceeding South 88°44'00" East 60.01 feet along the South line of Tract 19 to the Southwest Corner of said Deeded land; thence South 88°44'00" East 217.39 feet to the Northeast Corner of said Deeded land; thence due North 138.03 feet to the Northwest Corner of land Deeded under Auditors File #7709210130; thence South 88°44'00" East 56.45 feet to the Southwest Corner of Lot 7, Blk. 2 of Hillcrest North Addition; thence along the West line of Hillcrest North Addition North 00°01'22" West 500.09 feet to the Northwest Corner of Lot 4, Blk. 2 of said Addition; thence proceeding along the West line of said Addition North 15°50'30" East 295.57 feet to the Southeast Corner of Lot 8, Blk. 2 of said Addition; thence proceeding along the East line of said Lot 8 North 15°50'30" East 110.03 feet to the Northeast Corner of Lot 8 of said Addition; thence North 14°31'04" West 69.73 feet to the Southwest Corner of Lot 3, Blk. 1 of said Addition; thence proceeding along the West line of said Lot 3 due North 190.36 feet to the Southwest Corner of Lot 1, Blk. 1 of said Addition; thence proceeding East along the South line of said Lot 1 South 88°44'00" East 240.35 feet to the Southeast Corner of said Lot 1; thence proceeding North along the East line of said Lot 1 North 00°00'23" East 125.03 feet to the Northeast Corner of said Lot 1; thence South 88°44'00" East 15.00 feet to a point on the East line of Tract 15 of Kempe's Acre Tracts; thence proceeding North along the East line of said Kempe's Acre Tracts North 00°00'23" East 783.28 feet to the Northeast Corner of said Kempe's Acre Tracts; thence proceeding West along the North line of said Kempe's Acre Tracts North 88°37'03" West 324.91 feet; thence South 28°41'01" East 119.18 feet; thence South 60°03'47" West 95.38 feet; thence South 27°30'25" East 132.22 feet; thence South 65°20'54" West 122.08 feet; thence along a Non Tangent Curve to the right with a Chord Bearing of South 9°36'58" East and a Chord Length of 102.04 feet, said Curve having an Arc Length of 102.66 feet and a Radius of 270.50 feet; thence North 88°44'39" West on a radial bearing 41.00 feet; thence along a Non Tangent Curve to the left with a Chord Bearing of North 11°28'24" West and a Chord Length of 101.14 feet, said Curve having an Arc Length of 101.98 feet and a Radius of 229.50 feet; thence South 73°08'38" West 153.59 feet; thence South 25°15'36" East 98.77 feet; thence along a Non Tangent Curve to the right with a Chord Bearing of North 85°55'49" East and a Chord Length of 57.68 feet, said Curve having an Arc Length of 57.96 feet and a Radius of 170.50 feet; thence South 84°19'50" East 29.72 feet; thence South 5°00'14" West 41.00 feet; thence North 84°19'50" West 30.19 feet; thence along a curve to the left with a Radius of 129.50 feet and a Delta of 30°55'46" for an Arc Length of 69.91 feet; thence South 64°44'24" West 32.34 feet; thence South 19°48'25" East 192.13 feet; thence South 81°52'17" West 81.69 feet; thence South 00°14'00" West 489.74 feet; thence South 4°34'36" West 396.13 feet; thence South 00°14'00" West 384.50 feet; thence North 89°46'00" West 45.00 feet; thence along a curve to the right with a Radius of 79.50 feet and a Delta of 13°21'43" for an Arc Length of 18.54 feet; thence South 13°35'43" West on a radial bearing 41.00 feet; thence along a Non Tangent Curve to the right with a Chord Bearing of North 78°04'28" West and a Chord Length of 1.39 feet, said Curve having an Arc Length of 1.39 feet and a Radius of 120.50 feet; thence South 69°19'51" West a distance of 109.08 feet; thence South 141.80 feet to a point on an East-West line dividing lands Deeded under Auditors File #4446321 and #8107280012; thence South 88°44'00" East 138.03 feet to the Northeast Corner of said land Deeded under Auditors File #8107280012; thence due South 195.05 feet to the Easterly Corner between lands Deeded under Auditors File #8107280012 and #8107280011; thence due South 195.04 feet to the True Point of Beginning and the end of this legal description. Said Replat containing 20.35 acres more or less.

DEDICATION

The private roads as shown hereon as Tract "A" are an easement which provides a means of ingress and egress for those lots within the plat having frontage thereon.

The private road, Northview Lane Tract "A", shown hereon is an easement to provide ingress and egress for the parcel adjacent to and south of Lot 1, Block 3, Assessors Parcel Number 26134.0167.

The private roads, Tract "A", and common areas, Tracts "B" and "C", cannot be sold or transferred and shall be considered subservient estates for tax purposes to the other lots created herein. The status of the areas designated as subservient estates for tax purposes cannot change without filing a replat. The private roads and/or common areas shown on this plat are hereby dedicated to the Northview Estates Homeowners' Association created by document recorded 9-17-04 as 5124702 under State U.B.I. Number 602364017. The County of Spokane is hereby granted the Right of Ingress and Egress to all private roads, common areas and/or drainage easement.

The land encompassed within the boundaries of the final plat contain Geo-hazardous areas, specifically Spokane Loam soils (SpC). This soil type is identified as having the potential for moderate to severe erosion. Those mitigating measures identified in Geotechnical report of May 23, 2003 shall be met prior to the issuance of any building permit. Land use activity within the Geo-hazardous areas shall be as regulated by the Spokane County Critical Areas Ordinance, as amended.

A public sewer system will be made available for the plat and individual service will be provided to each lot prior to sale. Use of individual on-site sewage systems shall not be authorized.

The public water system, pursuant to the water plan approved by county and state health authorities, the local fire protection district, County Division of Building and Code Enforcement 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 each lot prior to sale of each lot and prior to issuance of a building permit for each lot.

Use of private wells and water systems is prohibited.

Utility easements shown on the herein described plat are hereby dedicated to the serving utility companies for construction, reconstruction, maintenance, protection, inspection and operation of their respective facilities, together with the right to prohibit changes in grade that will reduce the existing coverage over installed underground facilities and the right to trim and or remove trees, bushes, landscaping and to prohibit structures that may interfere with the construction, reconstruction, reliability, maintenance and safe operation of same.

Setbacks shall be determined at the time building permits are requested unless these setbacks are specifically drafted on this final plat. The setbacks indicated on this plat may be varied from if proper zoning approvals are obtained.

WARNING: Spokane County has no responsibility to build, improve, maintain or otherwise service the private roads contained within or providing service to the property described in this plat. By accepting this plat of subsequently by allowing a building permit to be issued on property on a private road, Spokane County assumes no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on a private road. This requirement is and shall run with the land and shall be binding upon owner, their heirs, successors or assigns including the obligation to participate in the maintenance of the private road as provided herein.

The plat(s) hereby dedicate forever to Spokane County, 15 feet additional Right of Way for Edna road as platted and shown hereon for public purposes.

The private roads and drainage easements are subject to the separate Declaration of Covenant as recorded September 15, 2004 under Auditor's Document No. 5123115 which by reference is made a part hereof.

That in consideration of Mutual Benefits now or to be hereafter derived, do for themselves, their heirs, grantees, assigns and successor(s) in interest hereby request and authorize Spokane County to include the above described property in a Road Improvement District (RID) and to support the formation of a Road Improvement District for improvement of the road(s) described below by requesting and authorizing Spokane County to place their name(s) on a petition for the formation of a Road Improvement District pursuant to RCW 36.88.030, or by requesting and authorizing Spokane County to cast their ballot in favor of a RID being formed under the resolution method pursuant to RCW 36.88.030, and/or by not filing a protest against the formation of a RID being formed under the alternative resolution method provided for in RCW 36.88.065 and Chapter 35.43 RCW.

If a RID is proposed for improvement of the road(s) described below, said owner(s) and successor(s) further agree: (1) that improvements or construction contemplated within the proposed RID are feasible and (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 participation, exceeds the cost and expense of formation of the RID, and (3) that the property within the proposed RID is sufficiently developed, provided, themselves, their heirs, grantees, assigns and successor(s) shall retain the right, as authorized under RCW 36.88.090, to object to any assessment(s) on the property as a result of the improvements called for in conjunction with the formation of a RID by either the petition or resolution method under Chapter 36.88 RCW and to appeal to the Superior Court the decision of the Board of County Commissioners confirming the final assessment roll, provided further, it is recognized that actual assessments may vary from assessment estimate so long as they do not exceed a figure equal to the increased true and fair value improvement(s) add(s) to the property.

It is further acknowledged and agreed that at such time as a RID is created or any County Road Improvement project is authorized by Spokane County, the improvements required shall be at the sole expense of the owner(s) of the property within the RID or served by the improvements without any monetary participation by Spokane County.

The RID wavier contained in this agreement shall expire after ten (10) days from the date of execution below. This provision is applicable to Johanssen Road.

The owner(s) or successor(s) in interest agree to join in any County-approved stormwater management program and to pay such rates and charges as may be fixed through public hearings for service or benefit obtained by the planning, design, constructing, maintaining or operation of stormwater control facilities.

OWNER'S CERTIFICATE

IN WITNESS WHEREOF, I, Ron D. Howes signed this instrument as the President of HOWES QUALITY DEVELOPMENT, INC.

[Signature]
For HOWES QUALITY DEVELOPMENT CO., INC.

Title: Pres. Date: 9-23-04

State of Washington)
County of Spokane)

I certify that I know or have satisfactory evidence that Ron D. Howes signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of the HOWES QUALITY DEVELOPMENT, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 9/23/04

[Signature]
Notary Public
My appointment expires: 09/08/07



IN WITNESS WHEREOF, I, Bob Niles signed this instrument as the Vice President of AmericanWest Bank.

[Signature]
For AmericanWest Bank

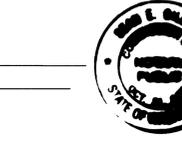
Title: V.P. Date: 9-23-04

State of Washington)
County of Spokane)

I certify that I know or have satisfactory evidence that Bob Niles signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of AmericanWest Bank to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 9-23-04

[Signature]
Notary Public
My appointment expires: 0-31-06



SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SPOKANE COUNTY SUBDIVISION ORDINANCE.

[Signature]
MARK J. WEIGAND, P.L.S. WASHINGTON CERTIFICATE # 38022



	THOMAS, DEAN & HOSKINS, INC. ENGINEERING CONSULTANTS GREAT FALLS-BOZEMAN-KALISPELL-HELENA SPOKANE LEWISTON MONTANA WASHINGTON IDAHO	
	303 EAST SECOND AVENUE SPOKANE, WASHINGTON 99202 (509) 622-2888, 622-2889 FAX S01-062-FP04-1.DWG	SHEET NO. 1

Plot # 3688

FINAL PLAT OF NORTHVIEW ESTATES

A PORTION OF THE SE 1/4 OF SECTION 13, T26N, R42E, W.M. SPOKANE COUNTY, WASHINGTON

AUDITORS CERTIFICATE

FILED FOR THE RECORD THIS 29th DAY OF
September 2004, AT 11:58 AM IN BOOK 30
PAGE 28-31 OF PLATS AT THE REQUEST OF THOMAS, DEAN
& HOSKINS, INC.

[Signature]
COUNTY AUDITOR
[Signature]
Deputy

DRAINAGE

Drainage easements as platted and shown hereon, which are for the purpose of conveying and storing stormwater runoff, and for installing, operating and maintaining drainage ponds and drainage facilities which dispose of and treat stormwater runoff, are hereby granted to Spokane County and Northview Estates Homeowners' Association. All tracts are hereby dedicated to the Northview Estates Homeowners' Association for the purpose of conveying and storing stormwater runoff, and for installing, operating and maintaining drainage ponds and drainage facilities that dispose of and treat stormwater runoff. A drainage easement is granted to Spokane County over all tracts for inspection and emergency maintenance of stormwater facilities.

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all drainage easements and tracts for the purposes of inspection and emergency maintenance of the drainage swales, ponds, ditches, culverts and other drainage facilities, if not properly maintained by the property owner(s) or the Northview Estates Homeowners' Association. Spokane County does not accept the responsibility to inspect or maintain any of the private drainage facilities for this development (onsite or offsite) even when located within the public right-of-way, except in cases where Spokane County specifically assumes that responsibility in writing. Neither does Spokane County accept any liability for any failure by the property owner(s) or the Northview Estates Homeowners' Association to properly maintain such areas.

Stormwater runoff from Northview Estates (P1794) in conjunction with stormwater runoff from Forest Hills 4th Addition (P1507B) is conveyed through a storm pipe system located along North Five Mile Road to a drainage facility located within the offsite drainage easement recorded under Auditors Document Number 5113635. Maintenance of these drainage facilities is the responsibility of both the Northview Estates Homeowners' Association and the Forest Hills 4th Addition Homeowners' Association or their successors in interest. Prior to conducting any maintenance, repair or replacement of the storm drain system located along North Five Mile Road, a permit to work in the public right of way will be obtained from Spokane County.

The property owner(s) within this plat shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across their respective properties. If the property owner(s) fail to maintain the surface path of natural or man-made drainage flow, or drainage facilities on private properties, a notice of such failure may be given to the property owner(s). 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 property owner(s).

Spokane County does not accept the responsibility of maintaining the drainage course on private lots nor the responsibility for any damage whatsoever, including, but not limited to, reverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.

Any building that is constructed on a lot in this plat shall be set at such an elevation so as to provide positive drainage away from any drainage entry point to the building (including but not limited to a window well, a window unprotected by a window well, or a doorway). Said positive drainage shall consist of a minimum slope of 5% away from the building for a distance of at least 10 feet from the building. The lots shall be graded so that either a) all runoff is routed away from the building, and conveyed over the lot to a natural drainage swale or approved drainage facility, or b) drainage intercepted on the lot is disposed of on the lot in an approved drainage facility. All drainage facilities for this plat, including any 208' swales, shall be constructed in accordance with the approved plans on file at the Spokane County Engineer's Office. Any proposed changes to the approved road and drainage plans must be approved by the Spokane County Engineer's Office prior to construction of said changes.

There may exist properties located uphill and adjacent to this subdivision that periodically discharge stormwater runoff onto individual lots within this plat. Stormwater runoff from nearby uphill properties should be expected, and during snow melt periods or wet seasons the lots may be subjected to higher amounts of stormwater runoff than what is normally observed or anticipated. Because stormwater runoff from adjacent properties have discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development.

The lots within this plat are subject to the recommendations regarding basements found in the geotechnical study dated February 24, 2004, prepared by Budinger and Associates, recorded under Auditors Document Number 5049632, which by reference becomes a part hereof.

The property owner(s) within this plat shall maintain all natural drainage channels, drainage ditches, and all water quality swales (208' swales) situated on their respective properties with a permanent ground cover such as live native-type dryland grasses or lawn turf as specified in the currently accepted plans on file at Spokane County Engineer's Office. No structures, including fences, shall be constructed directly over or within a water quality swale, natural drainage channel or drainage ditch without the expressed written consent of the Spokane County Engineer. Property owner(s) maintenance responsibilities shall include, but is not limited to mowing, irrigating and keeping the area free of debris. The Northview Estates Homeowners' Association or its successor in interest, is responsible to keep open and clean related stormwater pipes and/or structures, replacement of drainage facilities as needed, removing and disposing of the soil and grass sod located in drainage facilities situated within easements on private lots at such time Spokane County deems necessary, and replacing the soil and grass sod. Spokane County does not accept the responsibility to inspect and/or maintain the drainage easements, nor does Spokane County accept any liability for any failure by the lot owner(s), the Northview Estates Homeowners' Association, or its successors in interest to properly maintain such areas. The property owner(s) and/or the Northview Estates Homeowners' Association or its successors in interest shall be responsible for payment of all claims and other liabilities, which may become due for said maintenance responsibilities.

DRAINAGE (Cont.)

The Northview Estates Homeowner's Association or its successors in interest shall maintain all drainage facilities, located in the private tracts or common areas within the Northview Estates development and the drainage facilities located within the offsite drainage easement recorded under Auditors Document Number 5114488. Both the Northview Estates Homeowner's Association and the Forest Hills 4th Addition Homeowner's Association are responsible for maintaining the pipe system located along North Five Mile Road and the drainage facility located within the offsite drainage easement recorded under Auditors Document Number 5113635. Maintenance of the onsite and offsite facilities shall be in conformance with the accepted plans and the Operations and Maintenance Manual as prepared by the design engineer, Thomas Dean and Hoskins, Inc., both of which are on file at the Spokane County Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning stormwater pipes, structures, ditches, drainage ponds, swales; replacement of drainage facilities as needed; maintaining live native-type dryland grasses or lawn turf in the pond facilities located in common areas or tracts, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage swale as indicated by the approved plans; mowing, irrigating and keeping the area free of debris; removing and disposing of the soil and grass sod located in drainage facilities situated within tracts or common areas at such time Spokane County deems necessary, and replacing the soil and grass sod. The homeowners' association(s) shall be responsible for payment of all claims and other liabilities, which may become due for said maintenance responsibilities.

If the Northview Estates Homeowners' Association, or its successors in interest, fail to maintain the drainage facilities in conformance with the accepted drainage plans and the Operations and Maintenance Manual as prepared by the design engineer on file at the Spokane County Engineer's Office, a notice of such failure may be given to the Northview Estates Homeowners' Association, or its successors in interest, by the County Engineer. 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 Northview Estates Homeowners' Association, or its successors in interest.

Should the Northview Estates Homeowners' Association be terminated for any reason, the successors in interest shall be the individual lot owner(s), or their successors in interest, who are members of the Northview Estates 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 tracts and common areas cannot be sold or transferred and shall be considered subservient estates for tax purposes to the other lots created herein. The status of the areas designated as subservient estates for tax purposes cannot be changed without filing a replat.

The developer, property owners, and homeowners' association waive any and all claims for damages against any governmental authority arising from the construction, ownership or maintenance of public facilities. This waiver includes claims of any nature, including but not limited to person and real property damages as well as any inverse condemnation claims.

This covenant and agreement shall run with the land in perpetuity, and shall be binding upon the owner(s), their heirs, successors and assigns, including the obligation to participate in the maintenance of the drainage facilities provided herein.

SIGHT DISTANCE EASEMENT

Sight distance easements in Lots 1, 2, and 15 of Block 1, Lot 3 of Block 2, and Lot 2 of Block 3 as platted and shown hereon, are hereby granted to the Northview Estates Homeowners Association and its authorized agents for the sole purpose of allowing a clear view sight distance triangle over and across the easements. The owners of said lots agree not to obstruct or in any manner allow any obstacle to block this clear view triangle between a height of three (3) feet and a height of seven (7) feet above the road pavement elevation adjacent to said lots. Spokane County and its authorized agents are hereby granted the right of ingress and egress to, over and from said easements for the purpose of inspection and emergency maintenance of the sight distance area. If the property owner and/or the Northview Estates Homeowners Association fail to maintain the sight distance area in reasonable conformance with the approved plans on file in the office of the Spokane County Engineer, a notice will be given to the property owner. If not corrected after ten (10) days, Spokane County has the right to restore the sight distance area to that of the approved plans on file, or have it restored by others. All costs involved will be charged to the property owner.

DEDICATION (For City of Spokane Water)

A perpetual access and utility easement on, over, under, through, across and upon the private roads, shown as Tract A, shall be granted to the City of Spokane for the purposes of installing, operating, maintaining, repairing, removing and/or replacing an underground public water system.

The Easement shall be granted over the full width of the private road and include any areas where the water line was extended outside of "Tract A".

This Easement shall be donated for the purposes of allowing the City, through its officers, employees, contractors and agents, at all times to enter the Easement Property for the purpose of installing, operating, maintaining, repairing, removing and/or replacing the public water system as the City deems necessary.

The Easement shall be non-exclusive, provided, however, neither Grantor nor its successors or assigns shall grant or convey any interest in the Easement Property, including without limitation other Easement interests, without the prior written approval of the City's Director of Engineering Services. Nor shall Grantor or its successors or assigns allow others to obstruct, impair or interfere with the Easement or the public water system installed therein. Standard separation between the water line and other utilities as described in the City of Spokane's Design Standards shall be maintained at all times unless a variance is granted by the Director of Engineering Services in writing.

The public water system placed within the Easement shall remain the property of the City, with the City retaining authority over the utilities and related appurtenances.

Nothing in this Easement or any action or inaction by the City shall create any obligation on the part of the City to pay for any improvements, to provide public utility services, or to pay for any service connections, or installations near or adjacent to the Easement.

Upon each and every occasion that the City installs, repairs, maintains, removes, and/or replaces the public utilities, it shall restore the permitted improvements and Grantor's surrounding property, to the condition such permitted improvements and surrounding property were in prior to any such installation or work, to the extent any damage or disturbance of the permitted improvements and Grantor's surrounding property was caused by the City's installation, repair, maintenance, removal and/or replacement of the public utilities.

The agreements contained herein and the rights granted hereby shall run with the title to the Easement Property and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, sub-lessees and assigns.



PN 1794-96

	THOMAS, DEAN & HOSKINS, INC. ENGINEERING CONSULTANTS GREAT FALLS-BOZEMAN-KALISPELL-HELENA SPOKANE LEWISTON		SHEET NO. <div style="font-size: 2em; text-align: center;">2</div>
	303 EAST SECOND AVENUE SPOKANE, WASHINGTON 99202 (509) 622-2888, 622-2889 FAX S01-062-FP04-1.DWG		

AUDITORS CERTIFICATE

FILED FOR THE RECORD THIS 29th DAY OF September 2004, AT 11:58 AM IN BOOK 30, PAGE 28-31 OF PLATS AT THE REQUEST OF THOMAS, DEAN & HOSKINS, INC.

Plat# 3688
COUNTY AUDITOR Deputy

FINAL PLAT OF NORTHVIEW ESTATES A PORTION OF THE SE 1/4 OF SECTION 13, T26N, R42E, W.M. SPOKANE COUNTY, WASHINGTON

BASIS OF BEARING

SOUTH LINE OF SECTION 13 FROM THE SOUTH QUARTER OF SECTION 13, TO THE SOUTHEAST SECTION CORNER OF SECTION 13 PER PLAT HILLCREST NORTH ADDITION AS FILED WITH THE SPOKANE COUNTY AUDITOR IN PLAT BOOK 9, PAGE 36 OF PLATS

LEGEND

- SET NO. 5 REBAR WITH 2 INCH ALUM. CAP STAMPED PLS 38022. FOUND AS NOTED. FOUND QUARTER CORNER. FOUND SECTION CORNER. THEORETICAL POINT. (R) RADIAL BEARING

SURVEYOR'S NOTES

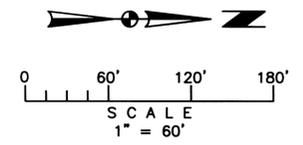
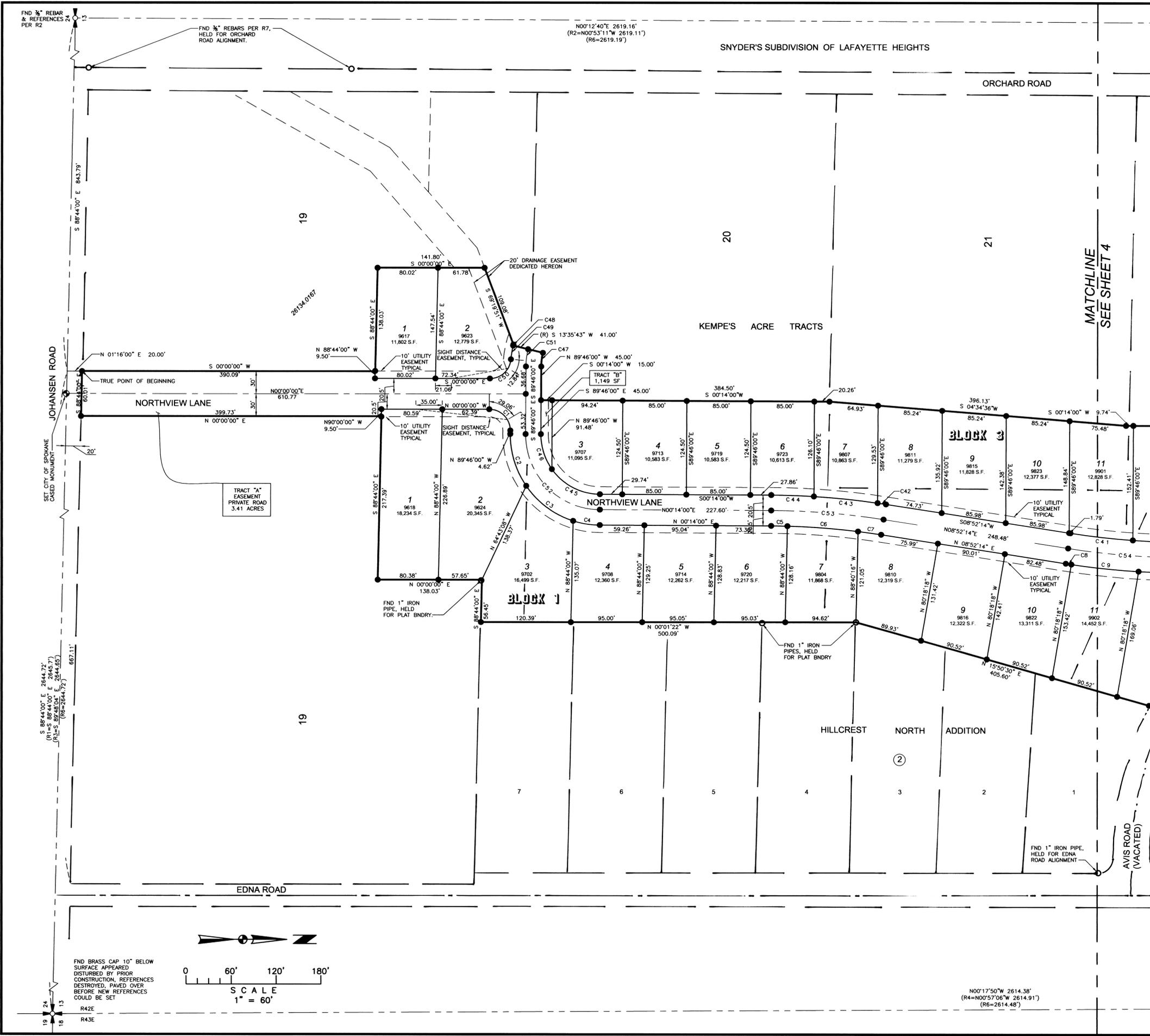
- R1 = HILLCREST NORTH ADDITION PLAT BOOK 9, PAGE 36 OF PLATS R2 = RECORD OF SURVEY BOOK 83, PAGE 38 R3 = RECORD OF SURVEY BOOK 94, PAGE 14 R4 = RECORD OF SURVEY BOOK 62, PAGE 9 R5 = RECORD OF SURVEY BOOK 97, PAGE 81 R6 = SPOKANE COUNTY GPS OF DISTANCES BETWEEN CORNERS ALONG NORTH LINE OF PLAT R7 = RECORD OF SURVEY BOOK 30, PAGE 74

ACCURACY STATEMENT

SURVEY PERFORMED WITH NIKON DTM 450 TOTAL STATION USING FIELD TRAVERSE PROCEDURE AND CONFORMS TO WAC 332-130-090 AND RCW 58.09



CURVE TABLE with columns: CURVE, ANGLE, RADIUS, TANGENT, LENGTH. Lists curves C1 through C59 with their respective measurements.



THOMAS, DEAN & HOSKINS, INC. ENGINEERING CONSULTANTS. 303 EAST SECOND AVENUE SPOKANE, WASHINGTON 99202. SHEET NO. 4 OF 3.

Plot # 3689

AUDITORS CERTIFICATE

FILED FOR THE RECORD THIS 29th DAY OF September 2004, AT 11:58 A.M. IN BOOK 30 PAGE 28-31

OF PLATS AT THE REQUEST OF THOMAS, DEAN & HOSKINS, INC.

County Auditor Deputy

FINAL PLAT OF NORTHVIEW ESTATES A PORTION OF THE SE 1/4 OF SECTION 13, T26N, R42E, W.M. SPOKANE COUNTY, WASHINGTON

BASIS OF BEARING

SOUTH LINE OF SECTION 13 FROM THE SOUTH QUARTER OF SECTION 13 TO THE SOUTHEAST CORNER OF SECTION 13 PER PLAT HILLCREST NORTH ADDITION AS FILED WITH THE SPOKANE COUNTY AUDITOR IN PLAT BOOK 9, PAGE 36 OF PLATS

LEGEND

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○ FOUND AS NOTED
⊕ FOUND QUARTER CORNER.
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○ THEORETICAL POINT.
(R) RADIAL BEARING

SURVEYOR'S NOTES

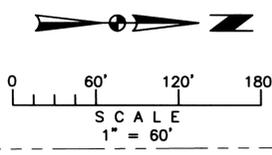
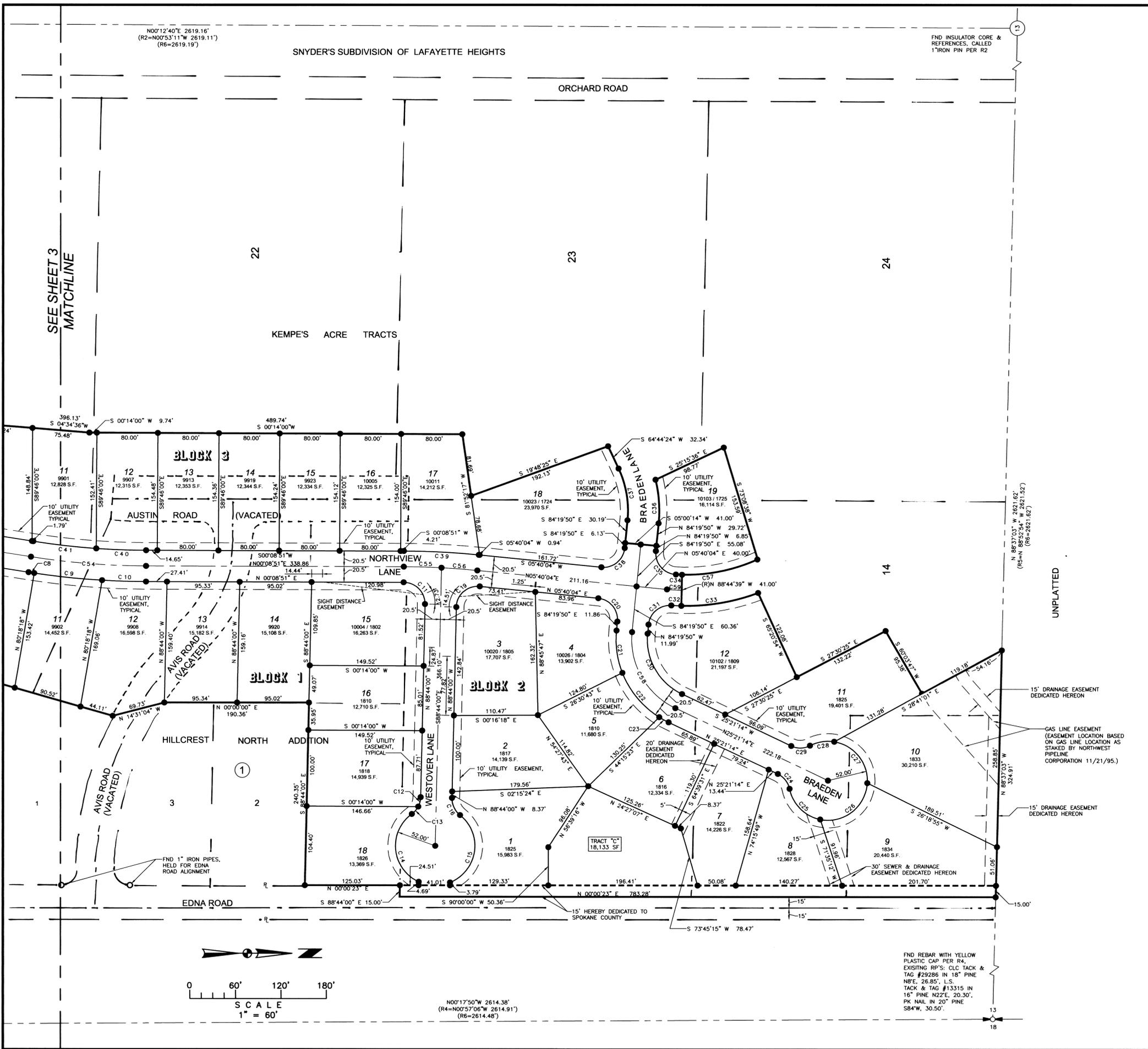
- R1 = HILLCREST NORTH ADDITION PLAT BOOK 9, PAGE 36 OF PLATS
R2 = RECORD OF SURVEY BOOK 83, PAGE 38
R3 = RECORD OF SURVEY BOOK 94, PAGE 14
R4 = RECORD OF SURVEY BOOK 62, PAGE 9
R5 = RECORD OF SURVEY BOOK 39, PAGE 61
R6 = SPOKANE COUNTY GPS OF DISTANCES BETWEEN CORNERS ALONG NORTH LINE OF PLAT
R7 = RECORD OF SURVEY BOOK 30, PAGE 74

ACCURACY STATEMENT

SURVEY PERFORMED WITH NIKON DTM 450 TOTAL STATION USING FIELD TRAVERSE PROCEDURE AND CONFORMS TO WAC 332-130-090 AND RCW 58.09.



CURVE TABLE with columns: CURVE, ANGLE, RADIUS, TANGENT, LENGTH. Lists curves C1 through C59 with their respective measurements.



N00°17'50\"W 2614.38' (R4=N00°57'06\"W 2614.91') (R6=2614.48')

FND REBAR WITH YELLOW PLASTIC CAP PER R4. EXISTING RP'S: CLC TACK & TAG #29286 IN 18\" PINE N8°E, 26.85', L.S. TACK & TAG #13315 IN 16\" PINE N22°E, 20.30'. PK NAIL IN 20\" PINE S84°W, 30.50'.

TD&H THOMAS, DEAN & HOSKINS, INC. ENGINEERING CONSULTANTS. 303 EAST SECOND AVENUE SPOKANE, WASHINGTON 99202. SHEET NO. 4 OF 4.