

Excise Tax Paid on **8800003667**

Sale Amt. Pd. *None*

D.E. "SKIP" CHILBERG

Spokane County Treas.

By [Signature] 4/8/88

8804080033

Filed at the Request of:

Theodore G. Gunning
Northwood Properties, Inc.
E. 9616 Montgomery
Spokane, Washington 99206

REGISTERED DOCUMENT

REQUEST OF

APR 8 10 00 AM '88

WILLIAM E. DONAHUE
AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY

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VOL: PAGE
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GRANT OF STORM SEWER POND EASEMENT

NORTHWOOD OWNERS ASSOCIATION, a Washington non-profit corporation ("Grantor"), for and in consideration of the payment of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants to NORTHWOOD PROPERTIES, INC., a Washington corporation; and MYRN G. GIBSON, formerly known as MYRN G. ZIEGWIED, as her separate property (collectively "Grantee") a perpetual non-exclusive easement over and across that certain real property located in Spokane County, Washington, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (described as the "Burdened Property"), such easement to be for the use and benefit of that certain adjacent real property also located in Spokane County, Washington, also described on Exhibit "A" attached hereto and incorporated herein by this reference (described as the "Benefitted Property").

The Burdened Property provides access to and includes a Storm Sewer Pond (the "Pond") which is maintained by Grantor for the benefit of other property within its jurisdiction, for the collection and disposition of storm water runoff generated in the Northwood area of Spokane County, Washington. The Grantee shall have the right to discharge storm runoff into the Pond under the same circumstances and subject to the same limitations as apply to other lots within the jurisdiction of Grantor, subject to the following:

1. All decisions with respect to operation, repair, maintenance, and insurance of the Pond shall be made by the Grantor, through its membership, and in its sole and absolute discretion;
2. The cost of such operation, repair, maintenance, and insurance, shall be borne equally by the owners of all developed lots (being lots within recorded subdivisions) within the jurisdiction of the Grantor, together with those lots located within the Benefitted Property;
3. The charges for such operation, repair, maintenance, and insurance of the Pond shall constitute

a continuing lien on each individual lot within the Benefitted Property, which lien shall be fore-closable as a mortgage and enforceable by the Grantor, to the same extent as if such lot was within the jurisdiction of the Grantor.

The above-described easement shall run with the land and shall be binding upon the representatives, successors, and assigns of Grantor with respect to of the Burdened Property and shall inure to the benefit of the representatives, successors, and assigns of the Grantee with respect to the Benefitted Property.

EXECUTED AND EFFECTIVE as of this 31st day of March, 1988.

GRANTOR:

NORTHWOOD HOMEOWNERS ASSOCIATION, a Washington non-profit corporation

By: Kevin R. Snyder, Pres.

By: James J. Schora, Treasurer

GRANTEE:

NORTHWOOD PROPERTIES, INC., a Washington Corporation

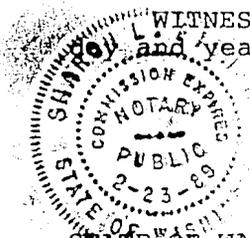
By: Theodore G. Gunning
Theodore G. Gunning
President

By: Dianne D. Gunning
DIANNE D. GUNNING
Secretary/Treasurer

Theodore G. Gunning
MYRN G. GIBSON, formerly known as MYRN G. ZIEGWIED, by THEODORE G. GUNNING, her attorney-in-fact

STATE OF WASHINGTON)
:ss.
County of Spokane)

On this 31st day of March, 1988, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Karen Snyder and James Schorn, to me known to be the President and Treasurer, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.



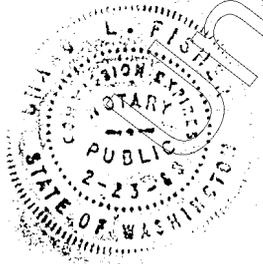
WITNESS my hand and official seal hereto affixed the 31st day and year first above written.

Sharon L. Fisher
Notary Public in and for the State
of Washington, residing at Newman Lake

STATE OF WASHINGTON)
:ss.
County of Spokane)

On this 31st day of March, 1988, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared THEODORE G. GUNNING, to me known to be the President of NORTHWOOD PROPERTIES, INC., the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

WITNESS my hand and official seal hereto affixed the 31st day and year first above written.



Sharon L. Fisher
Notary Public in and for the State
of Washington, residing at Newman Lake

STATE OF WASHINGTON)
 :ss.
County of Spokane)

On this 31st day of March, 1988, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DIANNE G. GUNNING, to me known to be the Secretary/Treasurer of NORTHWOOD PROPERTIES, INC., the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Sharon L. Fisher
Notary Public in and for the State
of Washington, residing at Newman Lake

STATE OF WASHINGTON)
 :ss.
County of Spokane)

On this day personally appeared before me, Sharon L. Fisher, a Notary Public in and for the State of Washington, THEODORE G. GUNNING, to me known to be the individual described in and who executed the within and foregoing instrument as attorney in fact of MYRN G. GIBSON, formerly known as MYRN G. ZIEGWIED, therein described, and acknowledged to me that he signed and sealed the said instrument as such attorney in fact for said principal, freely and voluntarily, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said MYRN G. GIBSON is now living.

GIVEN under my hand and official seal this 31st day of March, 1988.



Sharon L. Fisher
Notary Public in and for the State
of Washington, residing at Newman Lake

EXHIBIT "A"

TO GRANT OF STORM SEWER POND EASEMENT

Burdened Property:Storm Sewer Pond Access Easement

A 16.00 foot storm drain line easement over and across that portion of the SW 1/4 of Section 31, Township 26 North, Range 44 East, W.M., Spokane County, Washington, being 8.00 feet on each side of the following-described centerline:

Commencing at the southwest corner of the N 1/2 of said SW 1/4; thence N. 00°15'28" E., along the west line of said N 1/2 of the SW 1/4, 100.00 feet to the Point of Beginning; thence along said centerline description the following four courses: (1) S. 57°58'19" E., 225.40 feet; (2) S. 77°40'19" E., 240.00 feet; (3) S. 47°41'23" E., 92.98 feet; (4) N. 85°38'28" E., 10.00 feet to an existing manhole (flow restrictor as shown on As-Built Plans in the Spokane County Engineers Office), in Storm Holding Pond No. 1 of Northwood 2nd Addition, and the point of terminus of this description.

Storm Sewer Pond:

That portion of the SW 1/4 of Section 31, Township 26 North, Range 44 East, W.M., Spokane County, Washington, described as follows:

Beginning at the east corner of Lot 7, Block 8 of Northwood Second Addition as recorded in Book 15 of Plats, Pages 41 and 42, Spokane County Auditor's File No. 7908160059; thence S. 04°21'32" E., along the boundary of said plat, 339.37 feet to the southwest corner of Lot 10, Block 7 of said plat; thence N. 89°52'32" W., along the north line of the south 30 acres of Government Lot 4 of said SW 1/4, a distance of 70.22 feet to the True Point of Beginning; thence continuing along said north line N. 89°52'32" W., 75.00 feet; thence

N. 38°39'15" W., 89.15 feet; thence
N. 04°21'32" W., 94.45 feet; thence
N. 31°03'48" E., 152.39 feet; thence
N. 50°00'00" E., 12.52 feet; thence
S. 40°00'00" E., 45.48 feet; thence
S. 04°21'32" E., 268.48 feet to the True
Point of Beginning.

Benefitted Property: Northwood Sixth Addition

The East 863.00 feet of the North Half
of the Southeast Quarter of Section 36,
Township 26 North, Range 43 East, W.M.,
Spokane County, State of Washington.

Unofficial Document