

Apr 10 12 02 PM '95

WILLIAMS
SPOKANE COUNTY, WASH.

COUNTY ENGINEER'S OFFICE

9504100288

Northwood Drive RF No.: 2531
Affects Assessors Parcel Nos.: 46312.9033 and 46312.9063
P - 1729A

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R. E. Excise Tax Exempt SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington

Date April 6 1995
Spokane County Treas.
Gilbert

DRAINAGE EASEMENT

The Grantors, Tony Joe Heaton, as his separate property and Gunning Builders Inc. A Washington Corporation, 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, a Drainage Easement over, under, and across the following described real property situated in the County of Spokane, State of Washington:

AFFECTS ASSESSORS PARCEL NOS.: 46312.9033 AND 46312.9063

A drainage Easement over, under and across that portion of the (NW ¼) of Section 31, Township 26 North, Range 44 East, W.M. described as follows:

BEGINNING at the Northeast corner of NORTHWOOD 5TH ADDITION, as per plat thereof recorded in Book 20 of Plats, Page 13; thence N.89°52'21"W., along the North line of said 5th Addition, a distance of 29.47 feet; thence N.89°48'01"W., a distance of 30.82 feet to a point on a curve concave to the West with a radius of 380.00 feet and a radial bearing of S.83°49'58"E.; thence Northerly through a central angle of 7°15'25", and arc distance of 48.13 feet; thence N.01°05'23"W., a distance of 35.72 feet to the beginning of a curve concave to the East with a radius of 440.00 feet; thence Northerly, through a central angle of 1°15'18", an arc distance of 9.64 feet; thence N.00°09'55"E., a distance of 218.45 feet to the True Point of Beginning; thence S.47°29'13"W., a distance of 298.57 feet to the beginning of a curve concave to the Southeast with a radius of 30.00 feet; thence Southwesterly, Southerly and Southeasterly, through a central angle of 73°38'42", an arc distance of 38.56 feet to the end of curve; thence S.26°09'29"E., a distance of 105.09 feet to a point on the Westerly line of Lot 1 Block 1 of said NORTHWOOD 5TH ADDITION, the next four courses are along the Westerly line of said NORTHWOOD 5TH ADDITION; thence S.24°05'34"W., a distance of 86.26 feet; thence S.33°54'14"W., a distance of 226.06 feet; thence S.37°42'31"W., a distance of 132.00 feet to the beginning of a curve concave to the Southeast with a radius of 696.15 feet; thence Southwesterly through a central angle of 14°48'55", an arc distance of 180.01 feet; thence N.53°37'16"W., on a non tangent line 21.80 feet; thence N.27°05'24"E., a distance of 105.05 feet; thence N.35°50'00"E., a distance of 281.18 feet; thence N.30°42'49"E., a distance of 224.46 feet; thence N.26°09'29"W., a distance of 130.90 feet; thence N.47°29'13"E., a distance of 354.45 feet to the intersection with a line bearing N.00°09'55"E., from the True Point of Beginning; thence S.00°09'55"W., a distance of 27.20 feet to the True Point of Beginning.

Situate in the County of Spokane, State of Washington

The Easement granted to Spokane County and its authorized agents is for the sole purpose of allowing the installation and use of drainage facilities on the above described lands. The Grantors hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above described lands. The Grantor of the above described area shall not construct any structures or fences within the Drainage Easement.

Northwood properties will construct the drainage facilities in conformance with the approved plans on file in the County Engineers Office.

Northwood Properties or their successors in interest shall maintain the drainage facilities within the easement in conformance with the approved plans on file at the County Engineer's Office, until such time the property is incorporated into a Special Stormwater Service Area established by Spokane County. Once the Special Stormwater Service Area is established, Spokane County will assume maintenance of the drainage facilities within the Easement.

This Easement also grants to Spokane County and its authorized agents the rights of ingress and egress to, over and from said Easement.

The Grantors hereby releases Spokane County, and all its officers, employees, and agents from any responsibility or liability for any damage whatsoever including inverse condemnation by or to any and all persons or property arising out of or in any incident to or attributable to the storm drainage within said Easement.

The property owner or his representative shall inform each succeeding purchaser of all drainage Easements on the property.

The 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.

This Easement will terminate at such time the described area is platted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3rd day of April, 1995.

By: Tony Joe Heaton
Tony Joe Heaton

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Tony Joe Heaton is the person who appeared before me, and said person acknowledged that he signed this instrument, and knowledged it as his free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 3rd day of April, 1995.



Carol A. Banks
Notary Public
In and for the State of Washington
residing at Spokane
My appointment expires 8-29-96

APR 13 1995 032

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 3rd day of April, 1995.

**GUNNING BUILDERS INC.
A WASHINGTON CORPORATION**

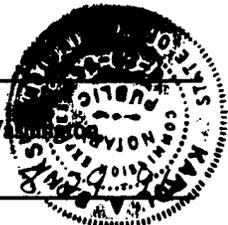
By: Ted Gunning Pres.

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that TED GUNNING is the individual who appeared before me, and said individual acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the PRESIDENT of Gunning Builders Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 3rd day of April, 1995.

Karol A. [Signature]
Notary Public
In and for the State of Washington
residing at Spokane.
My appointment expires: _____



IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 3rd day of April, 1995.

**NORTHWOOD PROPERTIES INC.
FOR OBLIGATION TO CONSTRUCT
AND MAINTAIN**

**NORTHWOOD PROPERTIES INC.
A WASHINGTON CORPORATION**

By: Ted Gunning
Ted Gunning, President

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Ted Gunning, is the individual who appeared before me, and said individual acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Northwood Properties Inc, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 3rd day of April, 1995.

Karol A. [Signature]
Notary Public
In and for the State of Washington
residing at Spokane.
My appointment expires: _____

