



**AFTER RECORDING RETURN TO:**

Spokane County Public Works, Development Engineering Services  
1026 W. Broadway Avenue, 2nd Floor  
Spokane, WA 99260-0170

**Document Title: Drainage Declaration of Covenant**

Grantor: Northwood Properties, Inc.

Grantee: Spokane County and The Public

Abbreviated Legal Description: *Section 31, Township 26 N., Range 44 E., W.M.*

Assessor's Tax Parcel Numbers:

County Reference No. *PE-1782*

In consideration of the approval by Spokane County of Northwood Terrace, hereinafter referred to as the "plat"), undersigned covenants and agrees that:

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all public drainage easements for the purposes of inspection and emergency maintenance of drainage swales, ponds, ditches, culverts and other drainage facilities, if not properly maintained by the property owner or the Northwood Terrace Homeowners Association. Spokane County does not accept the responsibility to inspect or maintain drainage facilities located outside of public rights-of-way, except in cases where Spokane County specifically assumes that responsibility in writing, which may be defined herein through the adoption of a Special Stormwater Management Service Area, or in other documents. Neither does Spokane County accept any liability for any failure by the property owner(s) to properly maintain such areas.

The property owners 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 owners 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. 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.

Spokane County does not accept the responsibility of maintaining the drainage course on private lots or floodplain areas within private lots, 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 easement 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 3% 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 which 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 has discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development.

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

This plat is included in a Special Stormwater Management Service Area (SSMSA) by Resolution 97 0836 of the Board of County Commissioners of the Board of County Commissioners of Spokane County, Washington. Within this SSMSA Spokane County will provide perpetual maintenance of certain stormwater facilities and appurtenances located within this plat, and any other areas which Spokane County may accept for maintenance. The owner(s), or their successors in interest, agree and shall be responsible to pay such rates and charges to the County as fixed through public hearings for service or benefit obtained by the maintenance, operation and replacement of such stormwater facilities and appurtenances.

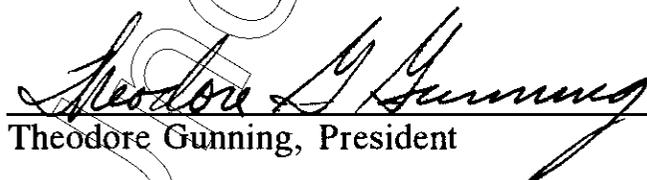
Spokane County, through the SSMSA, is responsible for maintaining the stormwater facilities located within drainage easements recorded with the final plat documents and granted to Spokane County, and within Tract B as labeled in the final plat documents. Maintenance shall include cleaning the dry wells, pipes and catch basins, removing and disposing of the soil and grass sod at such time Spokane County deems necessary, and replacing the soil and grass sod. Spokane County shall not be responsible for maintaining the lawn turf within said tracts and open spaces, which includes but is not limited to mowing, irrigating, and keeping the area free of debris.

The Northwood Terrace Homeowners Association shall maintain swales, ponds, culverts and other drainage facilities located in Tract B with a permanent live cover of lawn turf, 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. The Northwood Terrace Homeowners Association shall be responsible for payment of all claims such as water fees, mowing, electrical charges and other liabilities which may become due for said tracts.

Should the Northwood Terrace 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 Northwood Terrace 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.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 10<sup>th</sup> day of Sept, 1997.

NORTHWOOD PROPERTIES, INC.

  
\_\_\_\_\_  
Theodore Gunning, President



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that Theodore G. 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., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 10<sup>th</sup> day of Sept., 1997.



Karola A. Banks

NOTARY PUBLIC

In and for the State of Washington,  
residing at Spokane.

My appointment expires 8-29-00

Unofficial Document