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09/22/2003 03:34P  
Spokane Co, WA

Filed for Record at Request of & Return to:  
JAMES J. WORKLAND, ESQ.  
WORKLAND & WITHERSPOON, PLLC  
601 W. Main Ave., Suite 714  
Spokane, WA 99201-0677

PERPETUAL EASEMENT

THIS PERPETUAL EASEMENT is made this 20<sup>th</sup> day of September, 2003, by and between JEFFREY A. OSWALD and PAULA R. OSWALD, husband and wife ("Grantors") and GJ, LLC, a Washington limited liability company and GREGORY D. JEFFREYS and KIMBERLY R. JEFFREYS, husband and wife ("Grantees").

FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantors, in hand paid by Grantees, the receipt and sufficiency of which is hereby acknowledged, the Grantors, their successors and assigns, do hereby grant, sell and convey unto Grantees, their successors and assigns, a perpetual easement for drainage purposes, including grading and excavation for installation of drainage facilities, fencing, roadways, ditching, piping and other facilities necessary to install and maintain the drainage project on, over and upon the following described real property, situate in the County of Spokane, State of Washington:

A tract of land located in the Southeast Quarter of the Southwest Quarter of Section 20, Township 25 North, Range 42 East of the Willamette Meridian, Spokane County, Washington, being a portion of Parcel "C" as shown on Record of Survey Book 76, Page 95, Auditor's Office of Spokane County, being more particularly described as follows:

Commencing at the South Quarter Section Corner of said Section 20; thence North 00°25'04" West along the Easterly boundary of Parcel "D" of said Record of Survey Book 76, Page 95, 1326.06 feet to the Northeast corner of said Parcel "D" (also the Southeast corner of said Parcel "C"), the TRUE POINT OF BEGINNING; thence South 89°43'59" West along the boundary common to said Parcels "C" and "D" 290.00 feet; thence North 00°24'07" West, 350.00 feet; thence North 89°45'32" East, 211.09 feet; thence North 00°41'28" West, 248.19 feet; thence East, 80.00 feet to the Easterly boundary of said Parcel "C"; thence South 00°25'04" East along said Easterly boundary of Parcel "C" 597.72 feet to the TRUE POINT OF BEGINNING (Containing 2.78 acres)

Portion of PARCEL NO. 25203.9011

R. E. Excise Tax Exempt  
Date 9/22 2003  
Spokane County Treas.  
By MCA



Grantors hereby grant a perpetual easement subject to the following terms and conditions:

1. Grantors and Grantees acknowledge and agree that the drainage easement is an accessory use for the property.
2. Grantors and Grantees agree to prorate property taxes for the 2.78 acres.
3. Grantors agree to provide a Statutory Warranty Deed to Grantees on demand.
4. Grantors and Grantees agree to assign this Easement to Spokane County, or other appropriate entities, as required.
5. Grantees, their successors and assigns hereby specifically hold Grantors free and harmless from any damages or injuries to any person or property caused by Grantees' construction or maintenance activities on the property above described.

Grantors warrant that they are the fee simple record owners of the real property to be subjected to this Easement, that such real property is not subject to any liens, that such real property is not encumbered by any restrictions, easements, covenants, leases or other rights that are in any way conflicting with or inconsistent with the conveyance herein made, and that the Grantors have the right and authority to execute this Easement and to grant, sell and convey the rights set forth herein to Grantee.

Grantors and Grantees agree that this Easement is intended to conform to all current Spokane County requirements; and if it is determined at a later date that this Easement does not conform to current Spokane County requirements, Grantors and Grantees agree to amend said Easement to bring it into compliance.

Grantees TO HAVE AND TO HOLD the Easement, together with all and singular the rights and appurtenances thereto in any way belonging unto the Grantees, their successors and assigns, forever; and Grantors do hereby bind Grantors, their successors and assigns to warrant and forever defend all and singular the Easement and rights appurtenant unto Grantees, their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS this 20<sup>th</sup> day of September, 2003.

GRANTORS:

Jeffrey A. Oswald  
JEFFREY A. OSWALD

Paula R. Oswald  
PAULA R. OSWALD

GRANTEES:

GJ, LLC

By: Gregory D. Jeffreys, Manager

By: Kimberly R. Jeffreys, Manager

GREGORY D. JEFFREYS

KIMBERLY R. JEFFREYS

STATE OF WASHINGTON )

County of Spokane ) : ss.

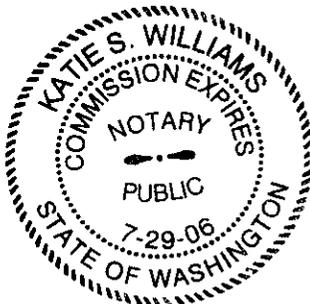
I certify that I know or have satisfactory evidence that JEFFREY A. OSWALD and PAULA R. OSWALD are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: September 19th, 2003.



Kathleen C. McCallum  
NOTARY PUBLIC for State of Washington  
My appointment expires: 1/20/07

September 20th, 2003



Katie S. Williams  
Notary Public for  
Washington

my appt expires:  
7-29-06



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STATE OF WASHINGTON )

County of Spokane ) : ss.

I certify that I know or have satisfactory evidence that GREGORY D. JEFFREYS and KIMBERLY R. JEFFREYS are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it individually and as Managers of GJ, LLC to be their and its free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: September 19th, 2003.



Kathleen C. McCallum  
NOTARY PUBLIC for State of Washington  
My appointment expires: 1/20/07

Unofficial Document