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Spokane Co, WA

WHEN RECORDED, RETURN TO:

WITHERSPOON, KELLEY, DAVENPORT & TOOLE P.S.
Attn: Stacy A. Bjordahl
422 West Riverside, Suite 1100
Spokane, Washington 99201

Document Title: STORM DRAIN EASEMENT
No Consideration

Grantor: Z.Z.T., L.L.C, a Washington limited liability company

Grantee: Estates at Ridgemont, L.L.C., a Washington limited liability company

Legal Description: That portion of the Southeast one quarter of Section 24, Township 25 North, Range 44 East, W.M., Spokane County, Washington described as follows:

The South 137 feet of the East 20 feet of said Southeast one-quarter.

Assessor's Property
Tax Parcel/Account No.: 45244.9120

R. E. Lapse Tax Exempt
Date *July 19 20 04*
Spokane County Treas
By *[Signature]*



STORM DRAIN EASEMENT

In consideration of the mutual benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Z.Z.T., L.L.C., ("Grantor"), hereby grants and conveys to ESTATES AT RIDGEMONT, L.L.C., a Washington limited liability company ("Grantee") their heirs, successors and assigns, a perpetual easement on, over, under, and across the real property described as follows:

That portion of the Southeast one quarter of Section 24, Township 25 North, Range 44 East, W.M., Spokane County, Washington described as follows:

The South 137 feet of the East 20 feet of said Southeast one-quarter.

1. **PURPOSE**

Grantee shall have the right to construct, reconstruct, operate, maintain, and repair, a storm drain facility, together with such other facilities that may be appurtenant and necessary thereto, hereinafter collectively referred to as the "Facilities", on, over, under and across the herein described property.

2. **TERM**

The rights granted in this Easement shall be possessed and enjoyed by Grantee, its successors, and assigns, in perpetuity.

3. **ACCESS**

Grantee shall have access over and across the described property for the purpose of the installation, repair and maintenance of said Facilities.

4. **GRANTOR'S RIGHTS**

Grantor reserves the right to the use and enjoyment of the property described herein, but such use shall not conflict or interfere with the Grantee's right herein granted.

