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
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.
5. **SUCCESSORS AND ASSIGNS**

The rights and obligations of the parties shall be for the benefit of and be binding upon their respective legal representatives, successors, heirs and assigns.

DATED this 15th day of July, 2004.

**GRANTOR:**

Z.Z.T., L.L.C.

By [Signature]

Kenneth Tupper, Manager

STATE OF WASHINGTON )

) ss.

County of Spokane

I certify that I know or have satisfactory evidence that Kenneth Tupper signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as the Manager of Z.Z.T., L.L.C., to be the free and voluntary act of such company, for the uses and purposes mentioned in the instrument.


[Notary Seal]

[Notary Signature]

NOTARY PUBLIC in and for the State of Washington, residing at Spokane.

My appointment expires: 6/20/07