

Plat # 3664

**DECLARATION**

KNOW ALL MEN BY THESE PRESENTS that DMJ Investments LLC, a Washington Corporation, and East Farms General Partnership, a Washington Partnership, has caused to be platted into Lots, Blocks and Streets the land shown hereon to be known as STONE ARROW 1st. ADDITION, said land being described as follows:

That portion of the South half of Section 25, Township 26 North, Range 45 East of the Willamette Meridian, described as follows:

BEGINNING at the South quarter corner of said Section 25;  
Thence South 88°51'23" West along the Southerly line of said Section 25 a distance of 759.96 feet;  
Thence North 0°39'39" West, 964.96 feet;  
Thence North 26°43'03" East, 744.30 feet;  
Thence North 54°46'00" East, 1756.53 feet;  
Thence North 89°46'14" East, 113.33 feet (North 88°46'05" East, 113.33 feet of record);  
Thence South 01°20'45" East, 1265.52 feet;  
Thence North 77°48'00" East, 235.78 feet;  
Thence South 0°41'40" East, 700.46 feet;  
Thence North 89°41'52" West, 308.03 feet;  
Thence South 0°41'40" East, 720.00 feet;  
Thence North 89°41'52" West, along the Southerly line of said Section 25 a distance of 1081.15 feet to the Point of Beginning;

Situate in the County of Spokane, State of Washington.

Utility easements shown on the herein described Plat are hereby dedicated to the serving of utility companies for the construction, reconstruction, maintenance, protection, inspection and operation of their respective facilities, together with the right to prohibit changes in grade that will reduce the existing coverage over installed underground facilities and the right to trim and/or remove trees, bushes, landscaping and to prohibit structures that may interfere with the construction, reconstruction, reliability, maintenance, and safe operation of same. Serving utility companies are also granted right to install utilities crossing border easements. All utility easements will terminate upon future acquisition areas becoming right of way. No easements will be granted over right of way as shown. Utilities are granted a franchise by Spokane County to use right of way. Only border easements can be used as utility easement.

The Border Easements as shown hereon are hereby granted to Spokane County and its authorized agents and to the public for road purposes, including, but not limited to curbs, sidewalks, drainage, signage and other usage deemed necessary by the Spokane County Engineer for the safety and welfare of the public. No fence or portion thereof will be constructed within said easements without permission of the Spokane County Engineer; nor will any objects be placed in said easements that would obstruct the sight distance necessary for safe and efficient vehicular movement. Any other easements granted or dedicated within these Border Easement areas will be subordinate to the rights created by this easement and are subject to the Spokane County Engineer's permit process prior to usage.

Subject to specific authorization approval and issuance of permits by the Health Officer, the use of individual on-site sewage disposal systems may be utilized.

The sponsor will assume responsibility for the provision of domestic-use water.

Side yard and rear yard building setbacks shall be determined at the time building permits are requested, unless specifically drafted on this final plat. The setbacks on this final plat may be varied from if proper zoning or variance approvals are obtained.

A strip of property 30 feet in width, as shown hereon along the Francis Avenue right of way, shall be set aside in reserve as a future right-of-way acquisition area to provide for the future development of Francis Avenue, in accordance with Spokane County's Arterial Road Plan.

The platter hereby dedicates forever that portion of Vincent Road for public right-of-way as shown hereon.

The private road as shown hereon is an easement which provides a means of ingress and egress for those lots within the plat having frontage thereon and is subject to the separate Declaration of Covenant as recorded JUNE 20 2004 under Auditors Document number 5091354, which by reference is made a part hereof.

This large lot subdivision is located south of and adjacent to a designated mineral resource land on which a variety of commercial/mining activities may occur that are not compatible with residential development. Potential disturbances or inconveniences may occur 24 hours per day and include but are not limited to: noise, odor, fumes, dust, smoke, insects, operation of machinery including aircraft, application of pesticides, herbicides, fertilizers and removal of vegetation.

In consideration of Mutual Benefits now or to be hereafter derived, do for themselves, their heirs, grantees, assigns and successor(s) in interest hereby request and authorize Spokane County to include the above described property in a Road Improvement District (R.I.D.) and to support the formation of a Road Improvement District for improvement of the road(s) described below, by requesting and authorizing Spokane County to place their name(s) on a petition for the formation of a Road Improvement District pursuant to RCW 36.88.050, or by requesting and authorizing Spokane County to cast their ballot in favor of an R.I.D. being formed under the resolution method pursuant to RCW 36.88.030, and/or by not filing a protest against the formation of an R.I.D. being formed under the alternative resolution method provided for in RCW 36.88.065 and Chapter 35.43 RCW.

If an R.I.D. is proposed for improvement of the road(s) described below, said owner(s) and successor(s) further agree: (1) that the improvements or construction contemplated within the proposed R.I.D. are feasible and (2) that the benefits to be derived from the formation of the R.I.D. by the property included therein, together with the amount of any County participation, exceeds the cost and expense of formation of the R.I.D., and (3) that the property within the proposed R.I.D. is sufficiently developed; provided themselves, their heirs, grantees, assigns and successor(s) shall retain the right, as authorized under RCW 36.88.050, to object to any assessment(s) on the property as a result of the improvements called for in conjunction with the formation of an R.I.D. by either the petition or resolution method under Chapter 36.88 RCW and to appeal to the Superior Court the decision of the Board of County Commissioner confirming the final assessment roll; provided further, it is recognized that actual assessments may vary from assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement(s) add(s) to the property.

It is further acknowledged and agreed that at such time as an R.I.D. is created or any County Road Improvement project is authorized by Spokane County, the improvements required shall be at the sole expense of the owner(s) of property within the R.I.D. or served by the improvements without any monetary participation by Spokane County.

The R.I.D. waiver contained in this agreement shall expire after ten (10) years from the date of execution below. This provision is applicable to Starr Road, Vincent Road and Idaho Road.

Drainage easements as platted and shown hereon, which are for the purpose of conveying and storing stormwater runoff, and for installing, operating and maintaining drainage ponds and drainage facilities which dispose of and treat stormwater runoff, are hereby granted to Spokane County and the Stone Arrow Homeowners Association.

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all drainage easements and tracts for the purposes of inspection and emergency maintenance of the drainage facilities, if not properly maintained by the property owner(s) or the Stone Arrow 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. Neither does Spokane County accept any liability for any failure by the property owner(s) to properly maintain such areas.

The property owner(s) 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 owner(s) 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(s). 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(s).

Spokane County does not accept the responsibility of maintaining the drainage course on 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 easements 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.

# FINAL PLAT OF STONE ARROW 1st. ADDITION

IN THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 26 NORTH,  
RANGE 45 EAST, W.M. SPOKANE COUNTY, WASHINGTON

**DECLARATION CONTINUED**

There may exist properties located uphill and adjacent to this subdivision that 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 have discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development.

The property owner(s) within this plat shall maintain all natural drainage channels, drainage ditches, and all water quality swales ("208" swales) situated on their respective properties, and any portion of a "208" swale or drainage conveyance ditch situated in a public right-of-way adjacent to their respective properties, with a permanent ground cover as specified in the currently accepted plans on file at Spokane County Engineer's Office. No structures, including fences, shall be constructed directly over or within a natural drainage channel, drainage ditch, or drainage easement without the expressed written consent of the Spokane County Engineer. Spokane County does not accept the responsibility to inspect and/or maintain the drainage easements, nor does Spokane County accept any liability for any failure by the lot owner(s) to properly maintain such areas. Spokane County is responsible for maintaining the stormwater facilities located within the public ROW as shown in the final plat documents. Maintenance shall include cleaning the structures, pipes, etc., removing and disposing of the soil and grass sod at such a time that 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, which includes but is not limited to mowing, irrigating, and keeping the area free of debris.

The Stone Arrow Homeowners Association or its successors in interest shall maintain all drainage facilities located in the private tracts in conformance with the accepted plans on file at the Spokane County Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning storm pipes, ditches, drainage ponds, swales, etc., replacement of drainage facilities as needed, and maintaining live native-type dryland grasses or lawn turf in the "208" swales located in common areas or tracts, 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 Stone Arrow Homeowners Association is also responsible for removing and disposing of the soil and grass sod located in drainage facilities situated within common areas, tracts, or private lots at such time Spokane County deems necessary, and replacing the soil and grass sod. In addition, the Stone Arrow Homeowners Association is responsible for maintaining drainage structures, such as drywells, located in tracts or individual lots per the Operations and Maintenance Manual and replacing the drainage structures at such time Spokane County deems necessary. The Stone Arrow Homeowners Association shall be responsible for payment of all claims and other liabilities, which may become due for said maintenance responsibilities.

If the Stone Arrow Homeowners Association, or their successors in interest, fails to maintain the drainage facilities in conformance with the accepted drainage plan on file at the Spokane County Engineer's Office, a notice of such failure may be given to the Stone Arrow Homeowners Association, or their successors in interest, by the County Engineer. 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 Stone Arrow Homeowners Association, or their successors in interest.

Should the Stone Arrow Homeowners Association be terminated for any reason, the successors in interest shall be the individual lot owner(s), or their successors in interest, who are members of the Stone Arrow 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.

The tracts and common areas cannot be sold or transferred and shall be considered subservient estates for tax purposes to the other lots created herein. The status of the areas designated as subservient estates for tax purposes cannot be changed without filing a replat.

The developer, property owners, and homeowners' association waive any and all claims for damages against any governmental authority arising from the construction, ownership or maintenance of public facilities. This waiver includes claims of any nature, including but not limited to person and real property damages as well as any inverse condemnation claims.

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

IN WITNESS WHEREOF, the hereunto set their signatures.  
DMJ Investments, LLC., a Limited Liability Corporation.

*Dennis M Jones*  
Member / Manager

**ACKNOWLEDGMENT**

STATE OF WASHINGTON) ss: On this 20 day of December, 2003 before me personally  
COUNTY OF SPOKANE) appeared Dennis M Jones to me known to be members and/or manager of DMJ Investments, LLC, a Limited Liability Corporation, who executed the within and foregoing instrument, for the use and purposes therein mentioned and stated on oath that they were authorized to execute said instrument as their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. My commission expires 11-11-2004

*Sally J Dufresne*  
Notary Public in and for the State of Washington, Residing at Spokane

IN WITNESS WHEREOF, the hereunto set their signatures.  
East Farms General Partnership, a Washington Partnership.

Member / Manager

**ACKNOWLEDGMENT**

STATE OF WASHINGTON) ss: On this 23 day of December, 2003 before me personally  
COUNTY OF SPOKANE) appeared Charles R. ... to me known to be members and/or manager of East Farms General Partnership, a Washington Partnership, who executed the within and foregoing instrument, for the use and purposes therein mentioned and stated on oath that they were authorized to execute said instrument as their free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written. My commission expires 11-20-2004

*Christine Lindner*  
Notary Public in and for the State of Washington, Idaho Residing at Post Falls, ID

**SPOKANE COUNTY AUDITOR**

Filed for record by \_\_\_\_\_ on this 6<sup>th</sup> day of July, 2004, at 2 minutes past 2 o'clock P.M. and recorded in Book 29 of Plats at Page 79-80 Records of Spokane County, Washington at the request of R.F.K. Land Surveying.

*Lori Nelson Deputy*  
Spokane County Auditor

**SPOKANE COUNTY DIVISION OF BUILDING & PLANNING**

Examined and approved this 6<sup>th</sup> day of July, 2004

*D. Hillgard*  
Spokane County Division of Building & Planning

**COUNTY ENGINEER**

Examined and approved this 30<sup>th</sup> day of June, 2004

*Bill Kelly*  
Spokane County Engineer

**SPOKANE COUNTY DIVISION OF UTILITIES**

Examined and approved this 5<sup>th</sup> day of JANUARY, 2004

*Frank ...*  
Spokane County Division of Utilities

**SPOKANE REGIONAL HEALTH DISTRICT**

Examined and approved this 23<sup>rd</sup> day of June, 2004

*David S. ...*  
Spokane Regional Health Officer

**SPOKANE COUNTY TREASURER**

I, Treasurer of Spokane County, Washington, do hereby certify that all taxes which have been levied and become chargeable against the land shown within this map and described in the dedication of this date have been fully paid, satisfied and discharged

Dated this 4 day of July, 2004

*Linda M Wolcott*  
Spokane County Treasurer



**SPOKANE COUNTY ASSESSOR**

Examined and approved this 23<sup>rd</sup> day of June, 2004

*Steve ...*  
Spokane County Assessor

**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Spokane County subdivision ordinance and is a true and correct representation of the subject land. The monumentation has been established as required by county standards.



RUDY F. KITZAN, P.L.S.  
CERTIFICATE NO. 33141  
DATE December 22, 2003

**SE**  
STORHAUG ENGINEERING  
1322 North Monroe Street  
SPOKANE, WASHINGTON 99201  
509-242-1000

**RFK**  
Land Surveying  
1322 North Monroe Street  
Spokane, Washington 99201  
(509) 324-7901  
Project 03-128

Plat 1858-B

29/79

# FINAL PLAT OF STONE ARROW 1st. ADDITION

IN THE SOUTH 1/2 OF SECTION 25, TOWNSHIP 26 NORTH,  
RANGE 45 EAST, W.M. SPOKANE COUNTY, WASHINGTON

SPOKANE COUNTY AUDITOR

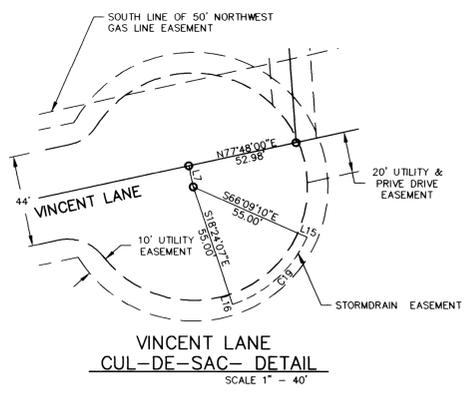
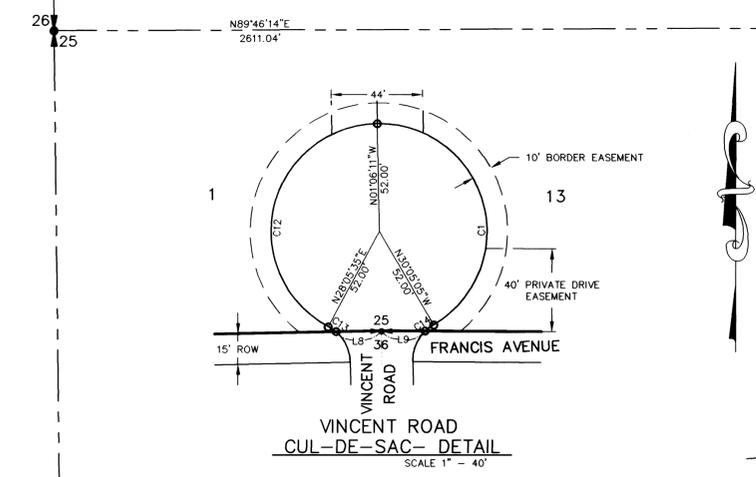
Filed for record by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 2004 at  
\_\_\_\_\_ minutes past \_\_\_\_\_ o'clock P.M. and recorded in  
Book 29 of Plats at Page 87-88  
Records of Spokane County, Washington at the  
request of R.F.K. Land Surveying.

*Lois Nelson, deputy*  
Spokane County Auditor

**WEST QUARTER CORNER**  
FOUND 1/2" PIN 0.5" DEEP R.O.S. BOOK 96, PAGE 28  
FOUND R.P.'S PER R.O.S. BOOK 96, PAGE 28  
3" BRASS DISC, WEST 29.95'  
NAIL IN POWER POLE S30°W 25.50'

**NORTH QUARTER CORNER**  
FOUND 5/8" REBAR AT SOUTH SIDE OF RAILROAD TIE  
FENCE POST PER R.O.S. BOOK 96, PAGE 28.  
FOUND R.P.'S PER R.O.S. BOOK 96, PAGE 28

**EAST QUARTER CORNER**  
NAIL OF RECORD DESTROYED OR COVERED BY  
NEW PAVEMENT. ESTABLISHED FROM RP'S  
FOUND R.P.'S:  
1/2" REBAR WITH YPC #706, WEST 30'  
3/8" PIPE N32°W, 51.80'



**LINE TABLE**

LINE	LENGTH	BEARING
L1	120.95	N77°48'00"E
L2	75.58	N77°48'00"E
L3	57.59	N54°46'00"E
L4	25.85	N01°06'11"W
L5	113.33	S89°46'14"W
L6	70.32	N00°41'02"W
L7	10.35	N12°12'00"W
L8	21.72	S88°51'23"W
L9	21.09	S89°41'47"E
L10	24.42	N01°06'11"W
L11	5.00	S67°37'17"E
L12	5.00	S64°04'19"E
L13	5.00	N64°06'23"W
L14	5.00	N67°54'40"W
L15	5.00	N66°09'10"W
L16	5.00	S18°24'07"E
L17	5.00	S88°53'49"W
L18	5.00	S88°53'49"E
L19	5.00	S88°53'49"E
L20	5.00	N88°53'49"E

**CURVE TABLE**

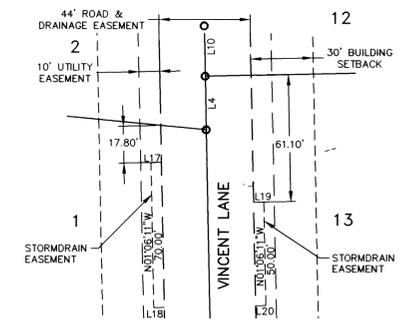
CURVE	LENGTH	RADIUS	DELTA	TANGENT
C1	137.06	52.00	151°01'01"	201.20
C5	189.73	780.00	13°56'14"	95.34
C6	111.81	780.00	8°12'46"	56.00
C7	128.19	780.00	9°25'00"	64.24
C8	240.00	780.00	17°37'46"	120.96
C9	240.00	780.00	17°37'47"	120.96
C10	772.61	780.00	56°45'12"	421.33
C11	164.42	780.00	12°04'39"	82.52
C12	136.87	52.00	150°48'19"	199.67
C13	4.50	20.00	12°53'07"	2.26
C14	5.11	20.00	14°39'00"	2.57
C17	50.00	807.00	3°32'58"	25.00
C18	50.00	753.00	3°48'17"	25.01
C19	50.00	60.00	47°45'03"	26.58

**BASIS OF BEARINGS**

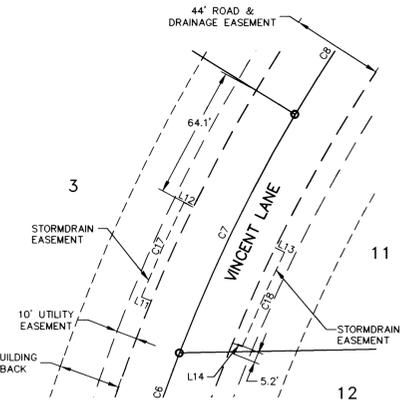
THE BASIS OF BEARING IS S88°51'23"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER ACCORDING TO RECORD OF SURVEY BOOK 23, PAGE 46.

**EQUIPMENT & PROCEDURES**

THIS SURVEY WAS PERFORMED WITH A NIKON 521 TOTAL STATION USING FIELD TRAVERSE PROCEDURES AND A LOCUS GPS STATIC SYSTEM. THE AMOUNT OF ERROR DOES NOT EXCEED WASHINGTON STATE STANDARDS.



**DRAINAGE EASEMENT DETAIL 1**  
SCALE 1" = 40"



**DRAINAGE EASEMENT DETAIL 2**  
SCALE 1" = 40"

**SURVEYOR'S CERTIFICATE**

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Spokane County subdivision ordinance and is a true and correct representation of the subject land. The monumentation has been established as required by county standards.

RUDY F. KITZAN, P.L.S.  
CERTIFICATE NO. 33141

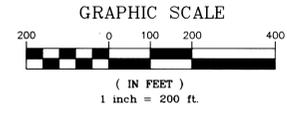
December 22, 2003  
DATE



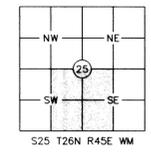
**SOUTHWEST SECTION CORNER**  
FOUND 2" PIPE PER R.O.S. BOOK 23, PAGE 46  
FOUND R.P.'S:  
BLAZE IN 30" LOCUST TREE S42°W 49.52'  
NAIL IN FENCE CORNER POST N87°E 29.71'

**SOUTH QUARTER CORNER**  
FOUND 4" BRASS DISC PER R.O.S. BOOK 78, PAGE 4.  
FOUND R.P.'S PER R.O.S. BOOK 78, PAGE 4  
RESET MONUMENT PER SPOKANE COUNTY STANDARD  
MONUMENT CASE & COVER WITH #5 REBAR, 3" ALUMINUM  
CAP WITH APPROPRIATE BLM CORNER DESIGNATION.

**SOUTHEAST SECTION CORNER**  
FOUND 2" IRON PIPE DOWN 0.3' IN E  
IDAHO ROAD PER PLAT OF STARR ESTATES.  
FOUND R.P.'S PER PLAT OF STARR ESTATES:



- LEGEND**
- SET 1/2" x 18" REBAR WITH YELLOW PLASTIC CAP, MARKED "KITZAN PLS # 33141", UNLESS NOTED OTHERWISE.
  - FOUND 1/2" REBAR WITH YELLOW PLASTIC CAP, MARKED 10944, UNLESS NOTED OTHERWISE.
  - (RECORD = ) RECORD INFORMATION FROM TITLE REPORT LEGAL DESCRIPTION



**SE**  
STORHAUG ENGINEERING  
1322 North Monroe  
Spokane, Washington 99201  
509-242-1000

**RFK**  
Land Surveying  
1322 North Monroe Street  
Spokane, Washington 99201  
(509) 324-7801  
Project 03-128