



AFTER RECORDING RETURN TO:

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

Document Title: Drainage Declaration of Covenant

Grantor: *LANCE G. DOUGLASS INC*

Grantee: Spokane County and The Public

Abbreviated-Legal-Description: Section 29, Township 27 N., Range 43 E., W.M.

Assessor's Tax Parcel Numbers: *37294.9108*

County Reference No. PN-1686

In consideration of the approval by Spokane County of WELLINGTON HEIGHTS FIRST 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. 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 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.

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 that 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.

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.

E. Endorsement Block

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 14 day of November 1997.

CORPORATE NAME

LANZEE G. DOUGLASS INC
Lance Douglas
pres.

STATE OF WASHINGTON
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that Lance G. Douglass

is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the of _____ to be a free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11-14-97

Notary Public In and for the State of Washington.
My Appointment Expires: 5-20-01



Unofficial Document