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Affects Parcel Nos.: 24182.9040, 24181.9041,
and 24074.9025**DRAINAGE EASEMENT AND EASEMENT AGREEMENT**

WEST TERRACE JOINT VENTURE, a joint venture with offices for the transaction of business at 9810 W. Melville Road, Cheney, WA, 99004, and comprised of joint venturers CKG, Inc., (managing partner), Frank Freeze, Inc. and David Freeze, Inc., said joint venture organized formed pursuant to the "Amended Joint Venture Agreement" dated March 10, 1987 between said joint venturers; SPOKANE COUNTY, a political subdivision of the State of Washington; WEST TERRACE LIMITED PARTNERSHIP, a limited partnership of the state of Washington; and the WEST TERRACE PLACE OWNERS' ASSOCIATION, a non-profit corporation of the state of Washington; covenant and agree as follows:

1. Installation of Drainage Facilities

a. WEST TERRACE LIMITED PARTNERSHIP, at its expense, shall install certain drainage facilities (hereinafter referred to as the "Main Facilities"), as described and in accordance with the approved plans for Project PW-1475A, West Terrace 1st Addition, on file in the Spokane County Engineer's Office, in and across the property described on Attachment "A", attached hereto and incorporated by this reference (hereinafter referred to as the "Property"). Upon completion of the Main Facilities and the submittal by WEST TERRACE LIMITED PARTNERSHIP to the County Engineer of as-constructed plans therefore stamped by a licensed professional engineer, and the inspection and approval of the Facilities and as-constructed plans by the County Engineer, the Facilities shall be conveyed to the WEST TERRACE JOINT VENTURE for ownership, operation and maintenance. WEST TERRACE LIMITED PARTNERSHIP shall reimburse SPOKANE COUNTY for all costs, expenses and fees incurred by the County for approving the plans for and inspecting the Main Facilities.

b. WEST TERRACE PLACE OWNERS' ASSOCIATION, at its expense, shall install certain drainage facilities (hereinafter referred to as the "Branch Facilities"), as described and in accordance with the approved plans for Project PW-1726, West Terrace Place P.U.D., on file in the Spokane County Engineer's Office, in and across the property described on Attachment "B", attached hereto and incorporated by this reference. Upon completion of the Branch Facilities and the submittal by WEST TERRACE PLACE OWNERS' ASSOCIATION to the County Engineer of as-

R. E. Excise Tax Exempt

Date 7/19 1994

Spokane County Treas.

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constructed plans therefore stamped by a licensed professional engineer, and the inspection and approval of the Branch Facilities and as-constructed plans by the County Engineer, the Branch Facilities shall be conveyed to the WEST TERRACE JOINT VENTURE for ownership, operation and maintenance. WEST TERRACE PLACE OWNERS' ASSOCIATION shall reimburse SPOKANE COUNTY for all costs, expenses and fees incurred by the County for approving the plans for and inspecting the Branch Facilities.

2. Maintenance and Operation of Drainage Facilities

Upon receiving conveyance of the Main or Branch Facilities, the WEST TERRACE JOINT VENTURE shall respectively be responsible for operation, maintenance and repair of such facilities, and for the conveyance and disposition of natural drainage and stormwater runoff draining to and through the Main and Branch Facilities from the plat of West Terrace 1st Addition, PW-1475A, and associated County rights of way, and from the plat and planned unit development of West Terrace Place P.U.D., PW-1726, all according to the approved drainage plans on file in the County Engineer's Office for Projects #PW-1475A and #PW-1726.

3. Conveyance of Easements

WEST TERRACE JOINT VENTURE, in consideration of mutual benefits, hereby grants and conveys the following easements:

a. To SPOKANE COUNTY, an easement over, under, upon and across the Property, for the purpose of conveying and disposing of natural drainage and stormwater runoff into and through the Main Facilities from County rights of way associated with the final plat of West Terrace 1st Addition, PW-1475A; and an easement for ingress and egress to, over and from the Property and to, over and from the property described on Attachment "B", for the purposes of routine inspection and emergency maintenance or repair of the Main or Branch Facilities.

b. To WEST TERRACE LIMITED PARTNERSHIP, an easement over, under, upon and across the Property, for the purpose of installing the Main Facilities, and for the purpose of conveying and disposing of through the Main Facilities natural drainage and stormwater runoff from the final plat of West Terrace 1st Addition, PW-1475A; and a temporary construction easement ten (10) feet on either side of the Property for installing the Main Facilities.

c. To WEST TERRACE PLACE OWNERS' ASSOCIATION, the following easements:

(1) an easement over, under, upon and across the property described on Attachment "B", for the purpose of installing the Branch Facilities; and

(2) a temporary construction easement ten (10) feet on either side of the property described on Attachment "B", for installing the Branch Facilities; and

(3) an easement over, under, upon and across the Property and over, under upon and across the property described on Attachment "B", for the conveyance and disposition through the Main and Branch Facilities of natural drainage and stormwater runoff from the final plat and planned unit development of West Terrace Place P.U.D., PW-1726.

4. Failure to Maintain Facilities

If WEST TERRACE JOINT VENTURE fails to maintain and operate the Main or Branch Facilities in good working order, SPOKANE COUNTY may give a written notice of such failure to WEST TERRACE JOINT VENTURE, and if such failure is not corrected within the period of time indicated in said notice, SPOKANE COUNTY shall have the right to correct said maintenance failure, or compel such failure to be corrected, at the expense of WEST TERRACE JOINT VENTURE.

5. Damage to Facilities

If the Main or Branch Facilities are damaged due to the negligence or intentional act of any party to this agreement, that party shall be responsible for the costs of repairing such damage and for indemnifying the other parties to this agreement against all damages, costs, suits, claims and expenses arising out of or caused by such negligence or intentional act.

6. Indemnification of Spokane County

WEST TERRACE JOINT VENTURE, WEST TERRACE LIMITED PARTNERSHIP, and WEST TERRACE PLACE OWNERS' ASSOCIATION hereby agree to indemnify SPOKANE COUNTY for all damages, including inverse condemnation, to any property, real or personal, caused by or resulting from the deficient construction of the Main or Branch Facilities, or the failure of WEST TERRACE JOINT VENTURE to properly maintain and operate said facilities.

7. Notice to Purchasers

WEST TERRACE JOINT VENTURE, WEST TERRACE LIMITED PARTNERSHIP, and WEST TERRACE PLACE OWNERS' ASSOCIATION shall respectively notify their successors of the provisions of this agreement and easement and their respective responsibilities thereunder.

8. Covenant Running with the Land

The easements granted herein shall respectively run with the Property and with the property described in Attachment "B". The provisions of this agreement shall be binding upon and inure to the benefit of the successors in interest of the parties to this agreement.

9. Modification

This agreement may not be modified except through a prior written amendment executed with the same formalities as the present agreement.

10. Venue

This agreement shall be construed as having been made and delivered in the state of Washington, and the laws of the state of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this agreement or any provision hereto shall be instituted only in court of competent jurisdiction within Spokane County, Washington.

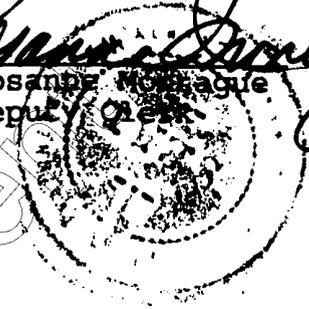
DATED this 12th day of July, 1994

BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

ATTEST: WILLIAM E. DONAHUE
Clerk of the Board

By [Signature]
Steven Hasson
Chairman

By [Signature]
Rosanne McLaughlin
Deputy Clerk



Unofficial Document

That part of the SE¹/₄ Section 7, Township 24 North, Range 42 East, W.M., Spokane County, Washington described as follows:

Commencing at the northwest corner of Lot 10, Block 4, West Terrace Addition according to plat recorded in Book 18, Page 10; thence S89°49'51"E, 300.00 feet, to the northeast corner of Lot 10, Block 5, of said plat, thence N01°23'13"E, 300.00 feet; thence N23°36'52"W, 103.53 feet; thence N01°26'27"W, 969.25 feet; thence N80°20'10"W, 177.39 feet to the Point of Beginning; thence N80°20'10"W, 60.00 feet; thence N08°54'49"E, 30.65 feet; thence N78°02'27"W, 136.19 feet; thence S18°40'27"W, 5.03 feet; thence N78°02'27"W, 276.78 feet; thence N51°15'47"W, 360.52 feet; thence S38°44'13"W, 22.80 feet; thence N54°09'44"W, 111.02 feet; thence S45°00'00"W, 77.78 feet; thence S23°37'46"E, 87.32 feet; thence S47°29'22"W, 162.79 feet; thence S83°28'49"W, 176.14 feet; thence N31°30'15"W, 181.80 feet; thence N11°13'52"E, 279.22 feet; thence N70°43'40"E, 276.09 feet; thence N34°06'52"E, 187.22 feet; thence N80°15'18"E, 80.62 feet; thence S67°14'17"E, 155.08 feet; thence S12°10'17"E, 260.86 feet; thence S38°44'13"W, 220.85 feet; thence S51°15'47"E, 351.88 feet; thence S78°02'27"E, 273.17 feet; thence S18°40'29"W, 15.10 feet; thence S78°02'27"E, 144.52 feet; thence S82°02'53"E, 49.83 feet; thence S08°42'19"W, 41.75 feet to the Point of Beginning.

Unofficial Document

RECEIVED

FEB 14 1994

SPOKANE COUNTY ENGINEER

April 18, 1994

LEGAL DESCRIPTION

Drainage Easement

PUDW-9-93

West Terrace Place

Planned Unit Development

A strip of land, 20 feet wide, over that portion of the SE¼ of Section 7, Township 24 North, Range 42 East, W.M., Spokane County, Washington, described as follows:

Commencing at the northeast corner of Lot 10, Block 5 of West Terrace Addition, according to the plat recorded in Book 18 of Plats at Page 10; thence N89°49'51"W, 300.00 feet to the northwest corner of Lot 10, Block 4 of said plat of West Terrace Addition; thence N00°41'52"E, 201.10 feet; thence N48°03'59"W, 79.31 feet; thence N74°43'42"W, 303.73 feet; thence N43°27'07"W, 261.73 feet; thence N01°39'17"W, 450.19 feet; thence N20°20'29"E, 218.63 feet; thence N68°18'04"E, 87.92 feet to the POINT OF BEGINNING; thence continuing N68°18'04"E, 31.51 feet; thence N28°54'30"E, 305.63 feet; thence N78°02'27"W, 20.91 feet; thence S28°54'30"W, 323.89 feet to the POINT OF BEGINNING.

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APR 19 1994

SPOKANE COUNTY ENGINEER

VOL. 1626 PAGES 936
FILED OR RECORDED

REQUESTED

Handwritten signature

JUL 20 11 13 AM '94

Official's
INTEROFFICE

SPOKANE COUNTY, WASH.