DRAINAGE Maintenance Access EASEMENT

IN THE MATTER OF RICHLAND ADDITION ROAD, RE NO. 2287

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, BOYDEN, ROBINETT & ASSOCIATES, L.P., a Washington Limited Partnership, having a business address of 1429 Broadway, Everett, Washington 98201, for and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, grant(s) to Spokane County, a political subdivision of the State of Washington, and to the West Terrace Height Homeowners' Association, a Washington Corporation (jointly hereinafter referred to as the "GRANTEE(S)"), a Drainage Maintenance Access Easement over, under, upon and across the following described real property situated in the County of Spokane, State of Washington:

AFFECTS ASSESSORS PARCEL NO(S.): 24703.0105

Tracts 4, 5, and 6, RICHLAND ADDITION TO MEADOW LAKE, as per plat thereof recorded in Volume "M" of Plats, Page 5; EXCEPT the South 20.00 feet of Tracts 4, 5, and 6 as deeded to Spokane County under Auditor's File Number 368057B, situated in the County of Spokane, Washington.

This Drainage Maintenance Access Easement is granted for the purposes of allowing access for routine and/or emergency maintenance activities related to Tract "A" of the proposed Plat of West Terrace Heights (Spokane County Project No. PW-1791).

The Grantor reserves the right to use and enjoy the subject property of this easement for purposes that will not interfere with the GRANTEE's full enjoyment of the rights hereby granted. Provided, the Grantor shall not erect or construct any building or other structure or otherwise obstruct or impair an access route suitable for the equipment required to conduct maintenance activities in said Tract "A".

The GRANTOR agrees that the GRANTEES bear no responsibility for maintaining this Easement. The GRANTOR accepts complete and total responsibility for the construction and maintenance of an access route suitable for the equipment required for conducting
maintenance activities in said Tract "A".

The GRANTOR hereby releases the GRANTEE, and their respective officers, employees, and agents from any responsibility or liability for any damage whatsoever, including but not limited to inverse condemnation by or to any and all persons or property arising out of or in any way incidental to the use of this Easement.

The Drainage Easement described hereinafore is to and shall run with the land. No modification of the boundaries or terms of said Easement can be made without the prior approval of Spokane County.

IN WITNESS WHEREOF, have hereunto set hand(s) and seal(s) this 17th day of April, 2002.

BOYDEN, ROBINETT & ASSOCIATES, L.P.,
a Washington Limited Partnership

By: RICHARD J. BOYDEN
Its: General Partner

State of Washington }
County of Snohomish }

I certify that I know or have satisfactory evidence that Richard J. Boyden is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the GENERAL PARTNER of BOYDEN, ROBINETT & ASSOCIATES, L.P., a Washington Limited Partnership, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 17, 2000

Name: Denise M. Glasscock

NOTARY PUBLIC in and for the State of Washington,
Residing at Stanwood
My commission expires 8-1-02

Denise M. Glasscock

Unofficial Document