



After Recording Return To: Spokane County Engineer
Attn.: Development Services

Document Title: Temporary Drainage Easement
Grantor(s): TFH, Incorporated
Grantee: Government, County of Spokane, Westwood North Homeowners Association
Legal Description: Portion of SW ¼, Section 20, T.27N., R.43E., W.M., Spokane County, WA
Additional Legal Description: See Attachment "A"
Assessor's Tax Parcel Number: 37203.9098
Reference Number: P1709A Lot 1, Block 1

Log In Date: Nov. 17, 2000
Purpose: Temporary Drainage Easement

Requested by: TFH, Inc.
RF No.: 68

Prepared by: Parry, Moore
Road Name(s): Handy Road

SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington

TEMPORARY DRAINAGE EASEMENT

IN THE MATTER OF HANDY ROAD, ROAD FILE NO. 68.

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), TFH, Inc., A Washington Corporation having a business address of 8205 North Division, Spokane, WA 99208, for and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, grants to Westwood North Homeowners Association, a Washington Non-Profit Corporation having a business address of 8205 North Division, Spokane, WA 99208, and to Spokane County, a political subdivision of the State of Washington, an Easement over, upon, and across the area commonly referred to as "Lot 1, Block 1 of the proposed plat of Westwood North 1st Addition", said area being more particularly described at Attachment "A", said attachment being incorporated herein by reference.

AFFECTS ASSESSORS PARCEL NO.:37203.9098

The Easement granted to Spokane County and its authorized agents is for the purpose of conveyance, storage, and disposal of man-made and natural drainage and/or runoff over, across and into the lands described herein. The Grantor(s) hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above described lands. The Grantor(s) agree that Spokane County accepts no responsibility for maintaining this Easement. The easement grants to Spokane County and its authorized agents the right of ingress and egress to, over, and from said Easement for the purpose of inspection and emergency maintenance of drainage facilities.

The Easement granted to Westwood North Homeowners Association and its authorized agents is for the purpose of conveyance, storage, and disposal of man-made and natural drainage and/or runoff over, across and into the lands described herein, and for the perpetual maintenance of the drainage facilities within said Easement. The Grantor(s) hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above described lands. The Easement grants to the Westwood North Homeowners Association and its authorized agents the right of ingress and egress to, over, and from said Easement for the purpose of routine and emergency inspection, maintenance, and repair of drainage facilities.

The Grantor(s) hereby accepts complete and total responsibility for the construction of the facilities located within this drainage easement in accordance with the accepted plans on file in the office of the Spokane County Engineer.

The Grantor(s) hereby accepts complete and total responsibility for the maintenance for the facilities located within this drainage easement per plans on file in the office of the Spokane County Engineer, until such time as the facilities are turned over to the Westwood North Homeowners Association.

R. E. Excise Tax Exempt
Date *May 29 2001*
Spokane County Treas.
By *Gilbert*



The Westwood North Homeowners Association hereby accepts complete and total responsibility for the perpetual maintenance for the facilities located within this drainage easement in accordance with the accepted plans and the Maintenance & Operations Manual on file in the office of the Spokane County Engineer. The Westwood North Homeowners Association hereby acknowledges that said maintenance responsibility shall commence at such time as the Spokane County Engineer has accepted the construction of the drainage facilities indicated on the accepted plans on file in the office of the Spokane County Engineer.

This easement and the associated responsibilities herein described will terminate at such time as the Spokane County Engineer has accepted the construction of replacement facilities. At that time, the property subject to the easement described herein shall revert to the Grantor(s) free and clear of any claim by Spokane County and its assigns, or by the Westwood North Homeowners Association, to the continued right to use property subject to the easement.

The Grantor(s) hereby releases Spokane County, the Westwood North Homeowners Association, and all of their respective officers, employees and agents from any responsibility or liability for any damage whatsoever including inverse condemnation by or to any and all persons or property arising out of or in any way incident to or attributable to the storm drainage within the easement.

This easement described hereinabove is to and shall run with the land. No modification of the boundaries of said easement can be made without prior approval of Spokane County.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on this 22ND day of MAY 2001

GRANTOR(S):

TFH, Inc., A Washington Corporation

BY: [Signature]
Robert J. Frisch, President

BY: [Signature]
Michael D. Hume, Sec./Tres.

FOR RESPONSIBILITY TO MAINTAIN:

TFH, Inc., A Washington Corporation

BY: [Signature]
Robert J. Frisch, President

BY: [Signature]
Michael D. Hume, Sec./Tres.

Westwood North Homeowners Association

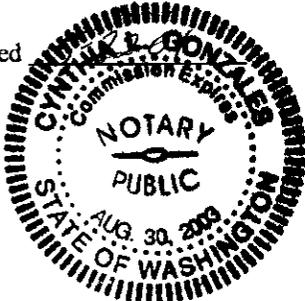
BY: [Signature]



State of Washington)
)ss
County of Spokane)

I certify that I know or have satisfactory evidence that Robert J. Frisch 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 President of TFH Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated



Cynthia L. Gonzales

Notary Public in and
for the State of Washington.

My Appointment Expires: 8-30-03

State of Washington)
)ss
County of Spokane)

I certify that I know or have satisfactory evidence that Michael D. Hume 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 Sec./Treas. of TFH Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated



Cynthia L. Gonzales

Notary Public in and
for the State of Washington.

My Appointment Expires: 8-30-03

State of Washington)
)ss
County of Spokane)

I certify that I know or have satisfactory evidence that Robert J. Frisch 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 President of Westwood North Homeowners Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated 5-22-01



Cynthia L. Gonzales

Notary Public in and
for the State of Washington.

My Appointment Expires: 8-30-03

Unrecorded Instrument



Attachment "A"

LEGAL DESCRIPTION
TEMPORARY ON-SITE DRAINAGE EASEMENT
WESTWOOD NORTH FIRST ADDITION

A temporary drainage easement in a portion of the SW 1/4 of Section 20, T.27N., R.43E., W.M., Spokane County, Washington, more particularly described as follows:

Commencing at the Northeast corner of Lot 1, Block 1 of WESTWOOD ESTATES No. 2 according to the plat thereof recorded in Book 20 of Plats, Pages 46 and 47 in said County Auditors Office; thence N89°59'08"W along the northerly boundary of said plat, a distance of 270.00 feet to the Northwest corner of Lot 3, Block 1 of said Plat, said point also being the Southeast corner of Lot 5, Block 1 of WESTWOOD NORTH ADDITION according to the plat thereof recorded in Book 25, Page 81 in said County Auditors Office; thence northerly and westerly along the boundary of said plat the following eleven (11) courses (1) N00°21'50"E 202.94 feet; thence (2) N28°19'45"W 142.13 feet; thence (3) N89°59'08"W 643.76 feet; thence (4) N00°00'53"E 185.04 feet; thence (5) N89°58'29"W 240.00 feet; thence (6) S27°17'54"W 208.80 feet; thence (7) S00°00'53"W 59.57 feet; thence (8) N85°34'27"W 135.83 feet to the beginning of a non-tangent curve concave to the east, the radius of which bears S79°19'54"E 375.00 feet; thence (9) northerly along said curve through a central angle of 3°29'38" an arc length of 22.87 feet; thence (10) leaving said curve, N75°50'15"W 50.00 feet; thence (11) N89°59'08"W 129.61 feet; thence leaving said boundary line of Westwood North Addition N10°12'42"E 111.96 feet; thence N28°41'01"E 156.95 feet; thence N17°58'50"E 92.29 feet; thence N 43°33'21"E 72.71 feet to TRUE POINT OF BEGINNING: thence N 0°12'06"W 121.46 feet: thence N 83°54'06" W 65.75 feet thence S 19°39'47" W 110.74 feet to the beginning of a non-tangent curve concave to the North, the radius of which bears N 19°39'47" E 470.00 feet; thence easterly along said curve through a central angle of 12°55'57" an arc length of 106.09 feet to TRUE POINT OF BEGINNING from which the point of commencement bears S64°10'57"E 1,611.31 feet
10,004 square feet.

Unofficial Copy

