

3k 21 # 3146
Pg 00

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that RIDGECREST DEVELOPMENTS, a Washington General Partnership, has caused to be platted into Lots, Blocks, and Streets, the land shown hereon, to be known as WINFIELD PARK, PHASE II, being a portion of the North Half of the Northwest Quarter of Section 35, T.27 N., R.43 E., W.M., described as follows:

Beginning at the southeast corner of Lot 1, Block 1 of WINFIELD PARK, PHASE I, as per final plat thereof recorded in Volume 20 of Plats, pages 57 and 58, being a point on the east line of said Northwest Quarter; thence S.00°51'19"W. along said east line a distance of 612.73 feet to the southeast corner of said North Half of the Northwest Quarter; thence N.89°50'42"W. along the south line of said North Half of the Northwest Quarter a distance of 807.75 feet; thence N.00°09'18"E. a distance of 136.26 feet; thence N.34°52'25"W. a distance of 198.49 feet; thence N.53°34'51"W. a distance of 53.19 feet; thence N.32°20'03"W. a distance of 153.50 feet; thence S.54°08'24"W. a distance of 67.57 feet; thence N.89°50'42"W. a distance of 269.90 feet; thence N.24°18'00"E. a distance of 201.24 feet to the southwest corner of Tract "C" of said WINFIELD PARK, PHASE I; thence easterly along the southerly boundary of said WINFIELD PARK, PHASE I the following nine (9) courses:

- (1) S.89°44'13"E. a distance of 400.00 feet;
- (2) N.44°03'19"E. a distance of 211.66 feet;
- (3) S.45°56'41"E. a distance of 160.00 feet;
- (4) N.44°03'19"E. a distance of 51.83 feet;
- (5) S.45°56'41"E. a distance of 50.00 feet;
- (6) S.61°42'57"E. a distance of 133.06 feet;
- (7) S.89°08'41"E. a distance of 190.00 feet;
- (8) N.00°51'19"E. a distance of 30.61 feet;
- (9) S.89°50'42"E. a distance of 275.02 feet to the Point of Beginning;

Situate in the County of Spokane, State of Washington.

And they do hereby dedicate to public use forever the public streets and roads shown within this plat. Lot 6, Block 6, being a one-foot (1') wide strip as shown hereon, is hereby dedicated to Spokane County as general county property, to be dedicated for road purposes forever, at such time as the road is continued as a full width right of way, or until adjacent lands are platted. Woodglen Road may be extended to provide access to adjacent property and/or connect to existing roads or new roads as development and/or circulation needs dictate.

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

The lowest building opening, including basement opening, for any buildings on Lots 1 through 23, Block 5 and Lots 1 through 5, Block 6 shall be high enough to allow a minimum slope of 3% away from the building in 10 feet. All drainage shall be routed away from the building to natural drainages or other lawful drainage features.

The owners of all lots within this subdivision shall be members of the WINFIELD PARK HOMEOWNER'S ASSOCIATION and subject to the Articles of Incorporation and Bylaws thereof. SUBJECT to the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOR WINFIELD PARK, as recorded under Auditor's Document No. 9205210286, and DECLARATION OF ANNEXATION as recorded under Auditor's Document No. 9307060027, which by reference are made a part hereof.

The Tract "F" Common Area shown on this plat is hereby dedicated to the WINFIELD PARK HOMEOWNER'S ASSOCIATION, created by document recorded May 21, 1992 under URI No. 601-390-750. The Tract "F" Common Area cannot be sold or transferred, regardless of any provisions in the covenants to the contrary, and shall be considered a subservient estate for tax purposes to the other lots created herein.

The owner(s) or successor(s) in interest agree to join in any County-approved stormwater management program and to pay such rates and charges as may be fixed through public hearings for service or benefit obtained by the planning, design, constructing, maintaining or operation of stormwater control facilities.

Subject to specific application approval and issuance of permits by the Health Officer, the use of individual on-site sewage system(s) may be authorized. Special construction requirements may be necessary for the installation of on-site sewage disposal systems.

The public water system, pursuant to the WATER PLAN approved by County and State Health authorities, the local fire protection district, County Building & Safety Department, and water purveyor, shall be installed within this subdivision, and the subdivider/sponsor shall provide for individual domestic water service as well as fire protection to each lot prior to sale of each lot and prior to issuance of a building permit for each lot. Use of private wells and water systems is prohibited.

The owner(s) or successor(s) in interest agree to authorize the County to place their name(s) on a petition for the formation of ULID by petition method pursuant to RCW 36.94, which petition includes the owner(s)' property; and further not to object by the signing of a protest petition against the formation of a ULID by resolution method pursuant to RCW Chapter 36.94 which includes the owner(s)' property. PROVIDED this condition shall not prohibit the owner(s) or successor(s) from objecting to any assessment(s) on the property as a result of improvements called for in conjunction with the formation of a ULID by either petition or resolution method under RCW Chapter 36.94.

The owners(s) or successor(s) in interest agree to authorize the County to place their name(s) on a petition for the formation of a Road Improvement District (RID) by the petition method pursuant to Chapter 36.88 RCW, which petition includes the owner(s) property, and further not to object, by the signing of a ballot, to the formation of an RID by the resolution method pursuant to Chapter 36.88 RCW, which resolution includes the owner(s) property. If an RID is formed by either the petition or resolution method as provided for in Chapter 36.88 RCW, the owner(s) or successor(s) further agree: (1) that the improvement(s) or construction contemplated within the proposed RID is feasible; (2) that the benefits to be derived from the formation of the RID by the property included therein, together with the amount of any County participation, exceed the cost and expense of formation of the RID; and (3) that the property within the proposed RID is sufficiently developed. Provided further that the owner(s) or successor(s) shall retain the right, as authorized under RCW 36.88.090, to object to any assessment(s) on the property as a result of the improvements called for in conjunction with the formation of an RID by either petition or resolution method under Chapter 36.88 RCW, and to appeal to the Superior Court the decision of the Board of County Commissioners affirming the final assessment roll.

It is further agreed that at such time as an RID is created or any Road Improvements Project is sanctioned by Spokane County, the improvements required (curb, sidewalk, drainage control and paving) will be at the sole expense of the undersigned owner(s), their heirs, grantees and assigns without participation by Spokane County. The RID waiver contained in this agreement shall expire after ten (10) years from the date of execution below. However, the owner(s) or successor(s) agree that if said RID waiver expires without construction of the required improvements, the owner(s) or successor(s) agree to construct the required improvements at their own expense, pay to Spokane County the then estimated cost of the required improvements to enable the County to complete the same, or furnish a bond or other secure method suitable to the County (which may include the execution of another RID waiver agreement) providing for or securing to the County the actual construction of the improvements. All of the requirements of this agreement shall run with the land and shall be binding upon the Owner(s), their successor(s) or assign(s). This provision applies to all lots within the plat and is applicable to Day Mt. Spokane Road and Yale Road.

A thirty foot (30') wide emergency access easement is hereby granted to Spokane County over and across Lots 7 and 8, Block 5 as shown hereon. Said access easement is also granted to the serving utility companies for utility easement.

Utility easements are hereby granted to the serving utility companies over a ten foot (10') wide strip adjoining all public road rights of way and adjoining the westerly margin of the thirty foot (30') wide access easement for the construction, reconstruction, maintenance and operation of utilities. Together with the right to inspect said utilities and to trim and/or remove brush and trees which may interfere with the construction, maintenance and operation of same.

SUBJECT to an easements for an electric line, as recorded July 26, 1939, under Auditor's File No. 398180A and as recorded May 28, 1987, under Auditor's File No. 8705280060 and an easement for a water main, as recorded July 11, 1988, under Auditor's File No. 8807110139. Also subject to a telecommunications easement as recorded February 11, 1993 under Auditor's File No. 9302110314.

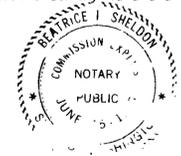
IN WITNESS WHEREOF, the aforesaid owners have hereunto set their hand this 24th day of SEPTEMBER, 1993.

RIDGECREST DEVELOPMENTS,
A Washington General Partnership
BY: Robert L. Heitman, Jr.
Robert L. Heitman, Jr., General Partner
BY: Michael D. Hume
Michael D. Hume, General Partner

ACKNOWLEDGMENTS

STATE OF WASHINGTON)
County of Spokane) ss
On this 24 day of SEPTEMBER, 1993, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared ROBERT L. HEITMAN, JR. and MICHAEL D. HUME, to me known to be the General Partners of RIDGECREST DEVELOPMENTS, a Washington General Partnership, which executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of said partnership.

Given under my hand and official seal the day and year last above written.



Beatrice J. Shelton
NOTARY PUBLIC in and for the State of Washington, residing at Spokane.
My commission expires 1/15/96

SPokane County Auditor's Certificate
Filed for record this ___ day of _____, 19___
at ___ M., in Book ___ of _____, at Page ___
at the request of _____

Spokane County Auditor by Deputy
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.
Patrick J. Moore
Patrick J. Moore, PLS
Certificate Number 18091



SPokane County UTILITIES DEPARTMENT
Examined and approved this 29th day of SEPTEMBER, 1993.

William M. Jokat
Director, Spokane County Utilities

SPokane County ENGINEER
Examined and approved this 28th day of Sept, 1993.

P. P. Dammann
Spokane County Engineer

SPokane County PLANNING DEPARTMENT
Examined and approved this 5th day of Oct, 1993.

W. W. Winkler
Director, Spokane County Planning Department

SPokane County HEALTH DISTRICT
Examined and approved this 1st day of October, 1993.

Steve P. Hardy, R.S.
for Spokane County Health Officer

SPokane County ASSESSOR
Examined and approved this 1st day of October, 1993.

SC Cooney by C. Fischer
Spokane County Assessor by Deputy

SPokane County COMMISSIONERS
This plat was approved and accepted by the County Commissioners of Spokane County, Washington, on this 5 day of October, 1993.

Patricia A. Munnery
Chairman, Spokane County Commissioners

SPokane County TREASURER

I do hereby certify that all taxes which have been levied and become chargeable against the land shown on this map have been fully paid this 6 day of October, 1993.

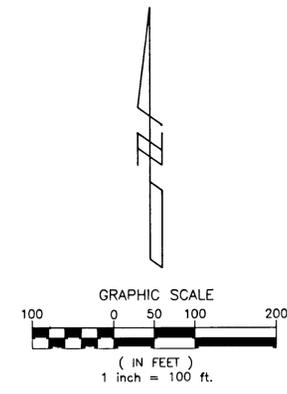
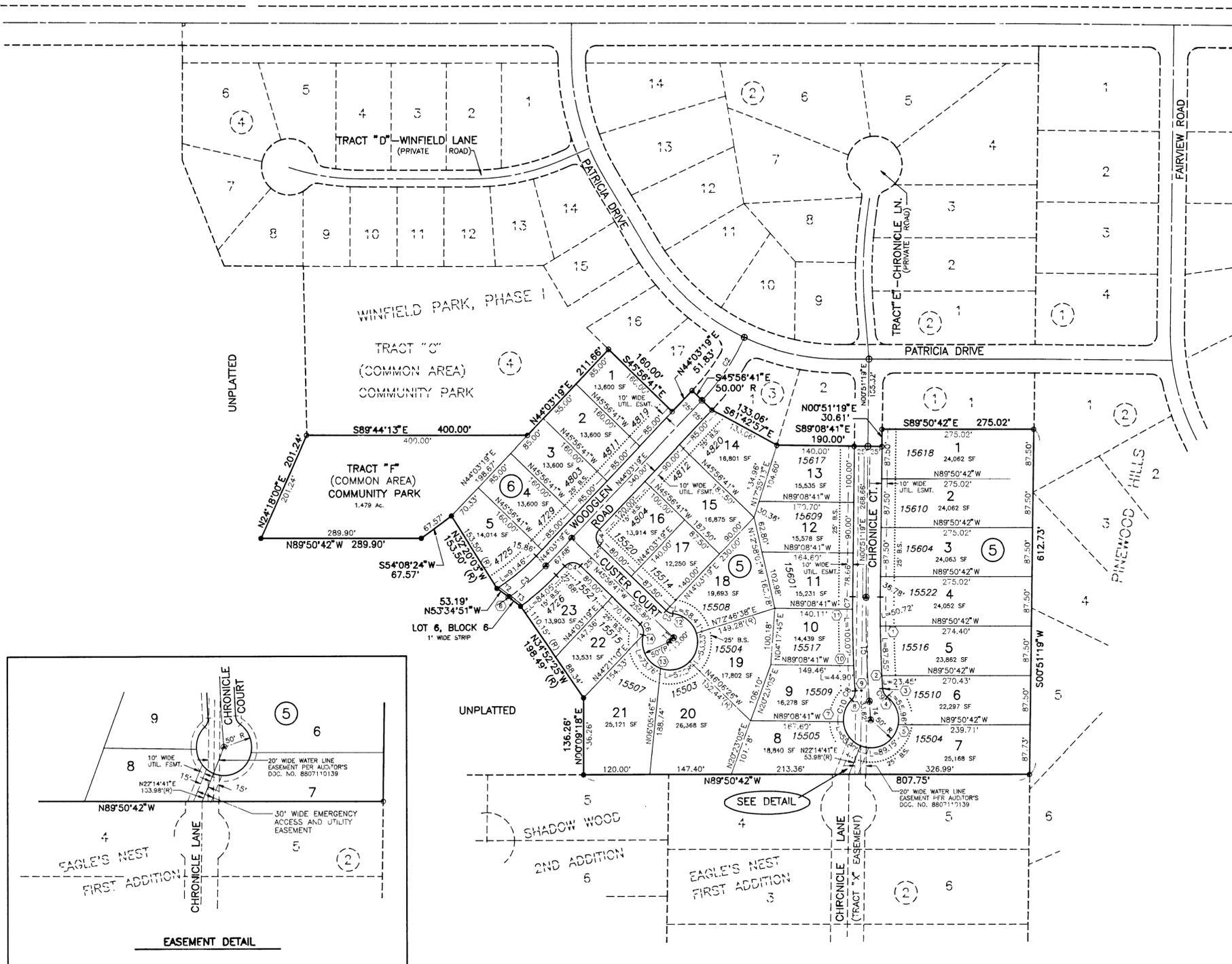
J. McLean by G. Leach
Spokane County Treasurer by Deputy



FINAL P.U.D. PLAT OF
WINFIELD PARK, PHASE II
LOCATED IN THE NW 1/4 OF
SECTION 35, T.27 N., R.43 E., W.M.
SPOKANE COUNTY, WASHINGTON

Spokane County Auditor by Deputy

BK 21
 Pg 61
 # 3146



LEGEND

- FND. 1/2" REBAR W/PC MOORE 18091" SET AS PROPERTY CORNER OR CENTERLINE MONUMENT PER WINFIELD PARK, PHASE I OR EAGLE NEST 1ST ADDITION (UNLESS OTHERWISE NOTED)
- SET 1/2" REBAR W/PC STAMPED "MOORE 18091" (UNLESS OTHERWISE NOTED) AS:
- ANGLE POINT IN BOUNDARY
- ⊕ LOT CORNER
- ⊙ CENTERLINE MONUMENT
- B.S. BUILDING SETBACK

BASIS OF BEARINGS

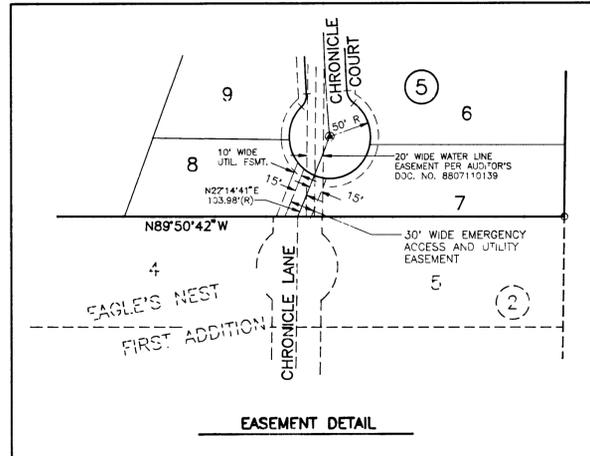
THE BEARING SYSTEM OF WINFIELD PARK, PHASE I, WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

SURVEYOR'S NOTES

1. THE AREA OF THE SUBDIVISION IS 14.794 ACRES.
2. SEE THE FINAL PLATS OF EAGLES NEST, SHADOW WOOD, AND WINFIELD PARK, PHASE I FOR ADDITIONAL SURVEY INFORMATION PERTAINING TO THE BREAKDOWN OF THE NW 1/4 OF SECTION 35.

ACCURACY STATEMENT

THIS SURVEY WAS PERFORMED USING A TOPCON GTS 3C TEN-SECOND THEODOLITE AND ELECTRONIC DISTANCE METER. FIELD TRAVERSE METHODS USED WERE IN ACCORDANCE WITH WAC 332-130-90 SECTION "C".



LINE TABLE

LINE	DIRECTION	DISTANCE
T1	N44°03'12"E	10.00'
T2	S33°45'11"E	26.72'
T3	S53°24'51"E	26.49'
T4	N04°08'41"W	33.62'

○ RADIAL BEARINGS ○

NUMBER	RADIAL BEARINGS
1	H99°27'22"E
2	N57°03'11"E
3	N86°24'30"E
4	S35°57'48"W
5	N7°35'44"W
6	N33°41'12"W
7	N86°11'24"E
8	S44°03'00"E
9	H96°23'22"E
10	N47°35'43"E
11	S89°41'04"E
12	S65°50'32"W
13	S19°32'00"W
14	N75°56'41"W

CURVE INFORMATION

CURVE	RADIUS	LENGTH	TANGENT	CHORD	DELTA
C1	2'08.64'	184.01'	92.07'	183.96'	0°00'00"
C2	410.00'	135.71'	99.48'	135.09'	8°27'53"
C3	410.00'	87.72'	44.63'	87.55'	12°15'29"
C4	20.00'	3'42"	26.00'	25.28'	99°00'20"
C5	20.00'	13.94'	6.93'	13.81'	124°32'32"
C6	20.00'	20.94'	11.53'	20.00'	87°00'00"
C7	2133.84'	2'34"	10.67'	2'34"	00°34'23"
C8	20.00'	17.30'	9.23'	16.77'	49°33'38"
C9	20.00'	1'21"	9.42'	17.05'	5726°42'
C10	50.00'	43.42'	23.19'	42.11'	49°45'36"



INLAND PACIFIC ENGINEERING
 South 25 Altamont Spokane, Washington
 (509) 535-1410 99202

FINAL P.U.D. PLAT OF
WINFIELD PARK, PHASE II
 LOCATED IN THE NW 1/4 OF
 SECTION 35, T.27 N., R.43 E., W.M.
 SPOKANE COUNTY, WASHINGTON