

Stormwater Maintenance Agreement**Pheasant Run and Columbia Heights**

The STORMWATER MAINTENANCE AGREEMENT (hereinafter referred to as "Agreement") made this 9 of October, 1995, by and between Northwood Properties, Inc. hereinafter referred to as the "Developer", and Tony J. Heaton, Darlene Heaton, Raymond R. Gunning, and Gunning Builders, Inc., hereinafter referred to as "Owners", and Spokane County, a political subdivision of the State of Washington, hereinafter referred to as the "County", to wit:

WHEREAS, the Developer is the owner of a certain tract of land being particularly described as follows:

See Exhibit "A"

and the Developer has acquired certain drainage easements for construction and use of a storm drainage system, and these easements are recorded under Assessor No.'s 9504100288 (see Exhibit "B") and 9505100162; all areas are hereinafter referred to as the "Pheasant Run Service Area";

WHEREAS, the Developer is the owner of a certain tract of land being particularly described as follows:

See Exhibit "C"

the area is hereinafter referred to as the "Columbia Heights Service Area";

WHEREAS, pursuant to the provisions of RCW Chapter 36.89 and Section 9.14.220 of the Spokane County Code, the County may assume maintenance and operation responsibility of drainage facilities which lie outside the County road right-of-way, under certain conditions;

WHEREAS, a system of stormwater collection and disposal to be installed will jointly and collectively serve the Pheasant Run Service Area as it is developed and platted, and the storm facilities will be available to the residents as they occupy the houses therein and;

WHEREAS, the Developer is in need of a government agency to assume responsibility for the continuous and satisfactory operation and maintenance of the stormwater system and;

WHEREAS, there is an established Stormwater Drainage Service Area created by Resolution No. 91-1195 and expanded by Resolution No. 93-0371, and the intent of this agreement is to add the Pheasant Run Service Area and the Columbia Heights Service Area to the previously established Stormwater Drainage Service Area;

WHEREAS, the County is willing to assume the responsibility of operation and maintenance of the stormwater system on the terms and conditions hereafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and conditions hereafter set forth, the parties hereto agree as follows:

1. **Subdivision Stormwater System.** For purposes of this agreement, "Pheasant Run Stormwater System" (hereafter referred to as "the Pheasant Run System") shall refer only to the permanent drainage facilities which lie outside the County road right-of-ways, within the Pheasant Run Service Area. The permanent drainage facilities are indicated in the approved plans on file at the County Engineer's Office under Project No. P-1729A.

For purposes of this agreement, "Columbia Heights Stormwater System" (hereinafter referred to as "the Columbia Heights System") shall refer only to the permanent drainage facilities which lie outside the County road right-of-ways, within the Columbia Heights Service Area. The permanent drainage facilities are indicated in the approved plans on file at the County Engineer's Office under Project No. P-1729B.

For purposes of this agreement, "Total Stormwater Service Area" shall refer only to the area established by Resolution No.'s 911195 and 930371, the Pheasant Run Service Area, and the Columbia Heights Service Area. For purposes of this agreement, the permanent drainage facilities within the Total Stormwater Service Area shall hereinafter be referred to as the "Total Stormwater System".

2. **Construction.** The Developer at his sole expense shall construct the Pheasant Run System and the Columbia Heights System, together with all appurtenant facilities, to a capacity and design satisfactory to the County, and in conformance with Board of County Commissioners' Resolution No. 80-1952, as amended. The Pheasant Run System shall be constructed and accepted by the County for operation and maintenance no later than the 1st day of October, 1998. To the extent that the Pheasant Run System shall be constructed and accepted by the County for operation and maintenance by this date, the County, may, at its option, without the necessity of any notice whatsoever, look to the security as provided in paragraph 15 to complete the construction of the Pheasant Run System, if the Pheasant Run System is not constructed and accepted by October 1, 1998.

The Columbia Heights System shall be constructed and accepted by the County for operation and maintenance no later than the 1st day of October, 1998. To the extent that the Columbia Heights System shall be constructed and accepted by the County for operation and maintenance by this date, the County, may, at its option, without the necessity of any notice whatsoever, look to the security as provided in paragraph 15 to complete the construction of the Columbia Heights System, if the Columbia Heights System is not constructed and accepted by October 1, 1998.

3. **Right of Inspection.** The County and the Developer mutually agree that the County may perform inspections of the Pheasant Run System and the Columbia Heights System during construction to determine if the systems are being constructed and installed in compliance with the approved plans and specifications. The Developer shall pay all costs of inspection, including, but not limited to, labor (including fringe benefits) and mileage. The County shall notify the Developer of any observed variations in construction or installation from the approved plans and specifications. Upon receiving such notice, the Developer shall immediately correct the same at no cost to the County.

4. **Verification.** The County will assume no responsibility for the operation and maintenance of the Pheasant Run System or the Columbia Heights System until it is complete and the Developer furnishes the County with a verification from a registered professional engineer that the respective system has been constructed in accordance with the approved plans and specifications therefore. Verification and acceptance of the Pheasant Run System and the Columbia Heights System can be performed separately.

5. **Easements.** The Developer shall furnish the County with appropriate easements and/or deeds for all portions of the Pheasant Run System and the Columbia Heights System lying outside of dedicated public right-of-way. The Developer shall obtain County approval of the easement language prior to recording the easement. The language of the easements shall provide that the landowner who provides the easements shall make the easement(s) accessible at all times for appropriate County vehicles for inspection, repair and replacement of stormwater facilities. If it is necessary for the County to replace any of the stormwater facilities in the easements, then the County shall not be responsible for the costs of replacing landscaping or any other materials or buildings in the easements.

6. **Additions.** No storm runoff from additional land areas outside of the Pheasant Run Service Area or the Columbia Heights Service Area shall be connected, during the life of this agreement, to the Pheasant Run System or the Columbia Heights System without the expressed written approval of the County; however, storm runoff which flows onto the Pheasant Run Service Area or the Columbia Heights Service Area in its natural state, is permitted.

7. **Warranty.** All work performed by the Developer or his agents and all facilities constructed and installed in connection with the Pheasant Run System and the Columbia Heights System shall be guaranteed for a period of twelve months from the date of acceptance as provided in paragraph 8 below. The Developer also warrants that the Pheasant Run System and the Columbia Heights System will be adequate to serve the Subdivisions at full development.

For purposes of this agreement, costs to the Developer by virtue of this warranty shall not be considered maintenance and operation costs.

8. **Acceptance.** Upon completion of the Pheasant Run System and verification as provided above, the Pheasant Run System shall be cleaned by the Developer. The County shall make a complete inspection, and upon finding the Pheasant Run System satisfactory, shall accept the Pheasant Run System for operation and maintenance subject to the Developer warranty. Acceptance of the Pheasant Run System for operation and maintenance by the County shall occur upon establishment of the roads, formal acceptance of the Pheasant Run System by the County, and a finding by the County that the Pheasant Run System is clear of silt and debris. The Developer shall advise all persons, firms, or corporations employed by him to sell lots within the Pheasant

Run Service Area, of the necessity of "acceptance" of the Pheasant Run System for operation and maintenance upon establishment of the roads prior to occupancy of any dwelling units and/or lots on the property served by the Pheasant Run System. Upon completion of the Columbia Heights System and verification as provided above, the Columbia Heights System shall be cleaned by the Developer. The County shall make a complete inspection, and upon finding the Columbia Heights System satisfactory, shall accept the Columbia Heights System for operation and maintenance subject to the Developer warranty. Acceptance of the Columbia Heights System for operation and maintenance by the County shall occur upon establishment of the roads, formal acceptance of the Columbia Heights System by the County, and a finding by the County that the Columbia Heights System is clear of silt and debris. The Developer shall advise all persons, firms, or corporations employed by him to sell lots within the Columbia Heights Service Area, of the necessity of "acceptance" of the Columbia Heights System for operation and maintenance upon establishment of the roads prior to occupancy of any dwelling units and/or lots on the property served by the Columbia Heights System.

9. Operation and Maintenance, Capital Improvements Sinking Fund - Following acceptance, the County shall provide personnel, vehicles, additional equipment other than provided above, and materials necessary to operate and maintain the Pheasant Run System and the Columbia Heights System as each system is accepted by the County. Spokane County shall also provide for replacement or construction of new facilities when needed -- such as replacing storm culverts, manholes, catch basins, and other drainage facilities -- or construction of other needed drainage facilities, for drainage facilities within the Total Stormwater Service Area. Additional fees may need to be collected for replacement of drainage structures and pipes, as needed, in the future to benefit the Total Stormwater Service Area. Spokane County shall keep an accurate record of the costs to operate and maintain the Total Stormwater System, and keep a record of monies set-aside for the capital improvement sinking fund and a record of when the monies are spent for any capital improvements. Such records shall be open to inspection by the Developer.

10. Annual Service Charge - The County shall be responsible for the collection of an annual service charge from each owner of a dwelling unit within the Total Stormwater Service Area to defray the annual maintenance and operation costs of the Total Stormwater System, and to provide a set-aside fund for future capital improvements. The annual service charge for each dwelling unit within the Total Stormwater Service Area shall be \$ 18.60 for each residential unit.

The annual charge shall apply for each dwelling unit commencing the month following the date of acceptance of the respective system, within the plat where the dwelling unit is situated. The annual charge shall be on a calendar basis, except that the charge for the first year shall be prorated for that portion of the calendar year after the annual service charge is effective. The bill for the first calendar year, or a portion thereof, shall be considered delinquent if unpaid within sixty (60) days after the billing date. For each calendar year following the calendar year in which service was commenced, annual billings shall be mailed by April of each year.

Such service charges collected shall be deposited in a special fund in the county treasury to be used only for the purpose of paying all or any part of the costs and expenses of operating and maintaining the drainage facilities and having set-aside monies for capital improvements, for within the Total Stormwater Service Area.

11. Revision of Annual Charges - The above schedule of annual charges shall remain in force and effect until such time as a revised schedule of charge is approved by resolution of the Board of County Commissioners after public notice of the intention to revise charges and public hearing thereon. The effective date of revised charges shall be as approved by such resolution but not less than thirty days after the adoption of such resolution. The Developer shall be responsible for insuring that all initial occupants and any dwelling unit built within the Pheasant Run Service Area and the Columbia Heights Service Area are aware of the provisions within this agreement concerning annual service charges and general stormwater service charges and also the provisions within paragraph 8 concerning necessity of the County's acceptance of the Pheasant Run System prior to occupancy of any lots located within the system, and concerning the necessity of the County's acceptance of the Columbia Heights System prior to occupancy of any lots located within the system.

To the extent that the annual charges received from units served by the Total Stormwater system exceed the operation and maintenance costs and set-aside funds for needed capital improvements of the Total Stormwater System, it is understood and agreed by the parties that said excess monies shall be rebated to each unit. If the annual charges are not sufficient to cover the operation and maintenance costs of the Total Stormwater System, the schedule of charge shall be increased as stated herein.

12. Delinquent Charges - Delinquent charges shall bear interest and the County shall have a lien as provided in Chapter 36.89 RCW and Section 9.14.225 of the Spokane County Code.

13. Survival of Covenants and Binding Effect - All of the promises, covenants, terms and conditions of this agreement shall survive the conveyance hereunder, and this agreement shall extend to and bind the successors and assigns of the respective parties hereto. The terms of this agreement shall be included in the sales agreements conveying any properties within the Pheasant Run Service Area and the Columbia Heights Service Area.

14. Term - This agreement shall remain in full force and effect until the date of Conveyance as provided in paragraph 17 herein.

15. Security

Security for the Pheasant Run System - The Developer shall provide to the County in a form approved by the Prosecuting Attorney, Security in the amount of \$115,315.00. Said Security can be reduced as portions of the project are constructed and approved. Upon acceptance in accordance with paragraph 8 herein, the Security can be reduced to \$11,530.00. Security shall remain in effect for one year after acceptance of the Pheasant Run System. Said Security will insure and guarantee the faithful performance of the terms, conditions and requirements of this agreement particularly including, but not limited to, construction and warranties.

Security for the Columbia Heights System - The Developer shall provide to the County in a form approved by the Prosecuting Attorney, Security in the amount of \$11,310.00. Said Security can be reduced as portions of the project are constructed and approved. Upon acceptance in accordance with paragraph 8 herein, the Security can be reduced to \$1,130.00. Security shall remain in effect for one year after acceptance of the Columbia Heights System. Said Security will insure and guarantee the faithful performance of the terms, conditions and requirements of this agreement particularly including, but not limited to, construction and warranties.

16. Tax - The Developer shall be responsible for paying any and all real, personal, and other taxes as come due and are owing on the Pheasant Run System or real property housing the same until the Pheasant Run System is conveyed as provided in paragraph 17 herein. In the event that any taxes are not paid when they come due and are owing, the County shall have the right to immediately terminate any of its obligations under this agreement to operate or maintain the Subdivision Stormwater Pheasant Run System upon 30 days notice to the Developer, during which time the Developer may cure said breach, and the County reserves the right to pursue any other legal remedies available for the Developer's breach of provision.

The Developer shall be responsible for paying any and all real, personal, and other taxes as come due and are owing on the Columbia Heights System or real property housing the same until the Columbia Heights System is conveyed as provided in paragraph 17 herein. In the event that any taxes are not paid when they come due and are owing, the County shall have the right to immediately terminate any of its obligations under this agreement to operate or maintain the Subdivision Stormwater Columbia Heights System upon 30 days notice to the Developer, during which time the Developer may cure said breach, and the County reserves the right to pursue any other legal remedies available for the Developer's breach of provision.

17. Conveyance and Reversion - The County is in the process of developing a Comprehensive Stormwater Management Program and Plan. It is possible that part or all of the this Pheasant Run Service Area and the Columbia Heights Service Area may be incorporated into this Plan. At such time as part or all of the Pheasant Run Service Area and the Columbia Heights Service Area is proposed to be incorporated, the County will give the Developer 30 days notice of such action. The Developer shall convey such portions of the Pheasant Run System or the Columbia Heights System and all rights and appurtenances thereto as necessary. Conveyance shall be at no cost to the County; and shall be accomplished by a Bill of Sale for all real and personal property involved. Those facilities, if any as determined by the County Engineer, no longer necessary for the Pheasant Run System or the Columbia Heights System shall be conveyed and returned to the Grantor.

18. General Stormwater Service Charges - The Developer or successor(s) in interest agree to pay general stormwater service charges as may be imposed under Chapter 9.70 of the Spokane County Code, in addition to those stated in paragraph 10 above.

STATE OF WASHINGTON }
COUNTY OF SPOKANE } ss.

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ON THIS 2 DAY OF Oct 1995, BEFORE ME, THE UNDERSIGNED,
A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND
SWORN, PERSONALLY APPEARED TONY J. & DARLENE HEATON TO ME KNOWN
TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT
AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE
AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL HERETO AFFIXED THE DAY AND YEAR
FIRST WRITTEN ABOVE

Unofficial

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT Spokane
COMMISSION EXPIRES 8-29-96

The North half of Section 31, Township 26 North, Range 44 East, W.M., being more particularly described as follows:

BEGIN at the North Quarter corner of said Section 31; thence South $89^{\circ}50'05''$ East, along the North line of the Northeast quarter of said Section 31, 30.00 feet to the True Point of Beginning; thence continuing South $89^{\circ}50'05''$ East, 1020.61 feet; thence South $55^{\circ}39'34''$ West, 140.29 feet; thence South $00^{\circ}09'55''$ West, 105.53 feet; thence North $89^{\circ}50'05''$ West, 44.62 feet to the beginning of a curve concave to the Southeast with a radius of 20.00 feet; thence Southwesterly through a central angle of $69^{\circ}04'31''$, an arc distance of 24.11 feet to the beginning of a reverse curve concave to the North with a radius of 50.00 feet; thence Southwesterly, Westerly and Northwesterly, through a central angle of $138^{\circ}09'01''$, an arc distance of 120.56 feet to the beginning of a curve concave to the Southwest with a radius of 20.00 feet; thence Northwesterly through a central angle of $25^{\circ}22'44''$, an arc distance of 9.86 feet; thence South $55^{\circ}39'34''$ West on a non-tangent line, 95.18 feet; thence South $00^{\circ}09'55''$ West, 65.54 feet; thence North $89^{\circ}50'05''$ West, 240.00 feet; thence South $00^{\circ}09'55''$ West, 155.00 feet; thence North $89^{\circ}50'05''$ West, 55.00 feet to the beginning of a curve concave to the Southeast with a radius of 20.00 feet; thence Southwesterly through a central angle of $90^{\circ}00'00''$, an arc distance of 31.42 feet; thence South $00^{\circ}09'55''$ West, 30.00 feet; thence North $89^{\circ}50'05''$ West, 20.00 feet; thence North $00^{\circ}09'55''$ East, 30.00 feet to the beginning of a curve concave to the Southwest with a radius of 20.00 feet; thence Northwesterly through a central angle of $90^{\circ}00'00''$, an arc distance of 31.42 feet; thence North $89^{\circ}50'05''$ West, 125.00 feet; thence South $00^{\circ}09'55''$ West, 145.00 feet; thence North $89^{\circ}50'05''$ West, 185.00 feet; thence South $00^{\circ}09'55''$ West, 118.50 feet; thence South $89^{\circ}50'05''$ East, 125.00 feet; thence South $09^{\circ}37'40''$ West, 304.14 feet; thence North $89^{\circ}50'05''$ West, 75.00 feet; thence South $00^{\circ}09'55''$ West, 202.17 feet to the beginning of a curve concave to the East with a radius of 380.00 feet; thence Southerly through a central angle of $1^{\circ}15'18''$, an arc distance of 8.32 feet; thence South $01^{\circ}05'23''$ East, 35.72 feet to the beginning of a curve concave to the West with a radius of 440.00 feet; thence Southerly through a central angle of $6^{\circ}26'08''$, an arc distance of 49.42 feet to the Northeast corner of NORTHWOOD 5TH ADDITION as per plat thereof recorded in Volume 20 of Plats, Page 13; thence North $89^{\circ}52'21''$ West along the North line of said 5th Addition, 29.47 feet; thence North $89^{\circ}48'01''$ West, 30.82 feet to a point on a curve concave to the West with a radius of 380.00 feet and a radial bearing of South $83^{\circ}49'58''$ East; thence Northerly through a central angle of $7^{\circ}15'25''$, an arc distance of 48.13 feet; thence North $01^{\circ}05'23''$ West, 35.72 feet to the beginning of a curve concave to the East with a radius of 440.00 feet; thence Northerly through a central angle of $1^{\circ}15'18''$, an arc distance of 9.64 feet; thence North $00^{\circ}09'55''$ East, 1205.75 feet to the South right of way line of Francis Avenue; thence South $89^{\circ}40'13''$ East, along said right of way 30.00 feet to the West line of said Northeast quarter; thence South $89^{\circ}50'05''$ East along said right of way, 30.00 feet; thence North $00^{\circ}09'55''$ East, 25.00 feet to the True Point of Beginning;

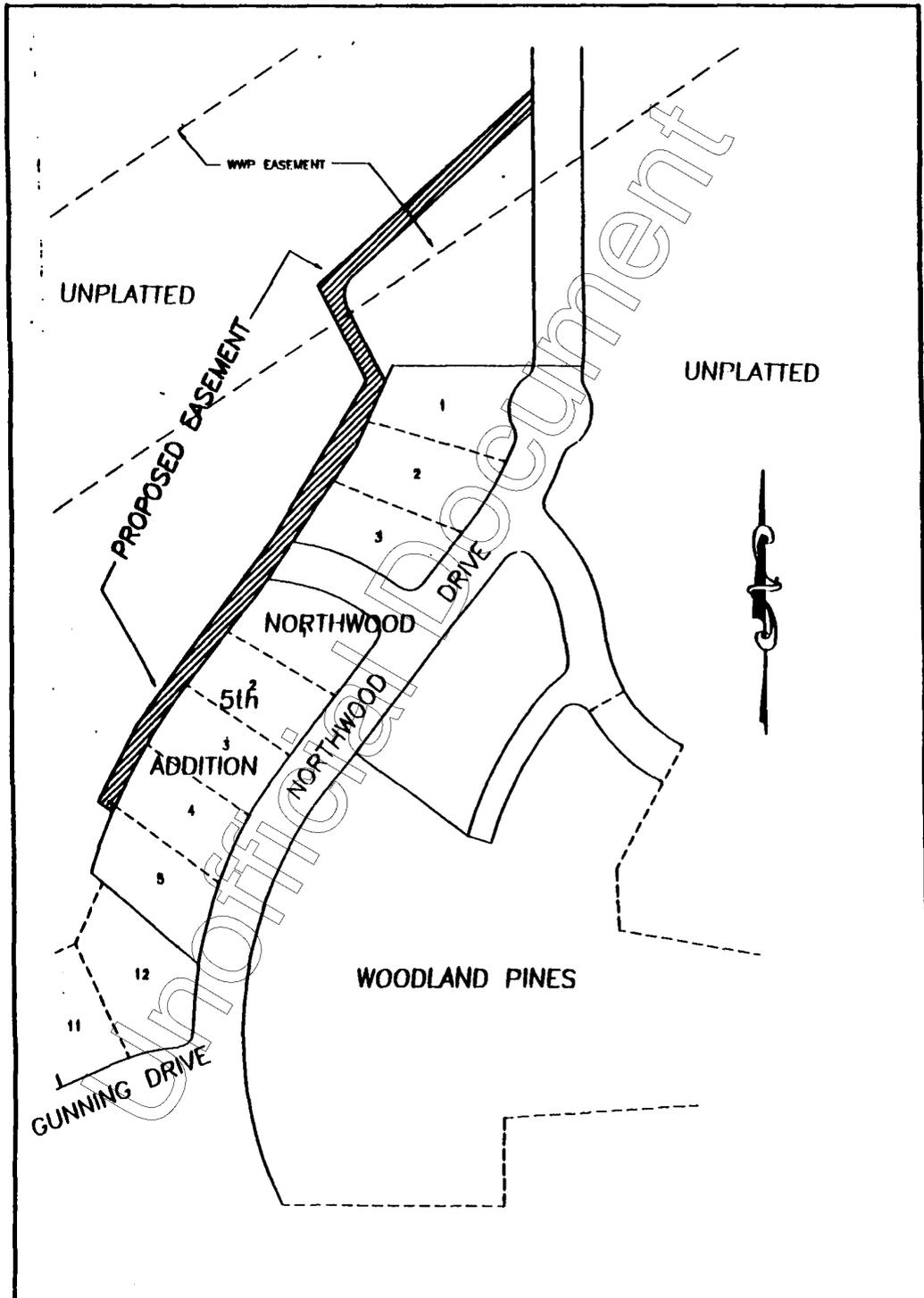
Situate in the County of Spokane, State of Washington.

A drainage easement over, under and across that portion of the (NW ¼) of Section 31, Township 26 North, Range 44 East, W.M. described as follows:

BEGINNING at the Northeast corner of NORTHWOOD 5TH ADDITION, as per plat thereof recorded in Book 20 of Plats, Page 13; thence N. 89° 52' 21" W., along the North line of said 5th Addition, a distance of 29.47 feet; thence N. 89° 48' 01" W., a distance of 30.82 feet to a point on a curve concave to the West with a radius of 380.00 feet and a radial bearing of S. 83° 49' 58" E.; thence Northerly through a central angle of 7° 15' 25", and arc distance of 48.13 feet; thence N. 01° 05' 23" W., a distance of 35.72 feet to the beginning of a curve concave to the East with a radius of 440.00 feet; thence Northerly, through a central angle of 1° 15' 18", an arc distance of 9.64 feet; thence N. 00° 09' 55" E., a distance of 218.45 feet to the True Point of Beginning; thence S. 47° 29' 13" W., a distance of 298.57 feet to the beginning of a curve concave to the Southeast with a radius of 30.00 feet; thence Southwesterly, Southerly and Southeastly, through a central angle of 73° 38' 42", an arc distance of 38.56 feet to the end of curve; thence S. 26° 09' 29" E., a distance of 105.09 feet to a point on the Westerly line of Lot 1 Block of said NORTHWOOD 5TH ADDITION, the next four courses are along the Westerly line of said NORTHWOOD 5TH ADDITION; thence S. 24° 05' 34" W., a distance of 86.26 feet; thence S. 13° 54' 14" W., a distance of 226.06 feet; thence S. 37° 42' 31" W., a distance of 132.00 feet to the beginning of a curve concave to the Southeast with a radius of 696.15 feet; thence Southwesterly through a central angle of 14° 48' 55", an arc distance of 180.01 feet; thence N. 53° 37' 16" W., on a non tangent line 21.80 feet; thence N. 27° 05' 24" E., a distance of 105.05 feet; thence N. 35° 50' 00" E., a distance of 281.18 feet; thence N. 30° 42' 49" E., a distance of 224.46 feet; thence N. 26° 09' 29" W., a distance of 130.90 feet; thence N. 47° 29' 13" E., a distance of 354.45 feet to the intersection with a line bearing N. 00° 09' 55" E., from the True Point of Beginning; thence S. 00° 09' 55" W., a distance of 27.20 feet to the True Point of Beginning.

Situate in the County of Spokane, State of Washington

EXHIBIT "B"



9/20/95

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WOODLAND ESTATES-COLUMBIA HEIGHTS
STORMWATER SERVICE AREA #2

A PARCEL OF LAND IN THE NORTHEAST, NORTHWEST, AND SOUTHEAST QUARTERS OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31 SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID NORTHEAST QUARTER, NORTH $00^{\circ}11'09''$ EAST, A DISTANCE OF 10.00 FEET; THENCE ALONG THE NORTHEASTERLY LINE OF LOT 1, BLOCK 4, NORTHWOOD 5TH ADDITION AS RECORDED IN VOLUME 20 OF PLATS AT PAGE 13, NORTH $37^{\circ}44'29''$ WEST, A DISTANCE OF 113.88 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE PARALLEL WITH AND 70.00 FEET DISTANT WEST FROM THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 31, NORTH $00^{\circ}11'09''$ EAST, A DISTANCE OF 269.90 FEET TO A POINT ON THE EASTERLY LINE OF LOT 8, BLOCK 1 OF THE PLAT OF WOODLAND PINES AS RECORDED IN VOLUME 20 OF PLATS AT PAGE 70; THENCE NORTH $86^{\circ}01'55''$ EAST, A DISTANCE OF 23.01 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY AND SOUTHERLY 47.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ TO A NON-TANGENT LINE; THENCE NORTH $86^{\circ}01'55''$ EAST, A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 30.00 FEET (THE RADIUS CENTER BEARS NORTH $86^{\circ}01'55''$ EAST); THENCE NORTHERLY AND EASTERLY 47.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$ TO A TANGENT LINE; THENCE NORTH $86^{\circ}01'55''$ EAST, A DISTANCE OF 22.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 235.00 FEET; THENCE EASTERLY AND SOUTHERLY 282.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $68^{\circ}52'25''$ TO A NON-TANGENT LINE; THENCE SOUTH $32^{\circ}41'40''$ EAST, A DISTANCE OF 63.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1016.00 FEET (THE RADIUS CENTER BEARS NORTH $07^{\circ}45'22''$ WEST); THENCE NORTHERLY AND EASTERLY 194.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $10^{\circ}59'00''$ TO A TANGENT LINE; THENCE NORTH $71^{\circ}15'38''$ EAST, A DISTANCE OF 21.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1500.00 FEET; THENCE NORTHERLY AND EASTERLY 14.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $00^{\circ}33'33''$ TO A NON-TANGENT LINE; THENCE SOUTH $18^{\circ}44'22''$ EAST, A DISTANCE OF 109.99 FEET; THENCE NORTH $71^{\circ}00'07''$ EAST, A DISTANCE OF 13.39 FEET TO A POINT OF CUSP WITH THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 50.00 FEET (THE RADIUS CENTER BEARS SOUTH $63^{\circ}08'42''$ EAST); THENCE SOUTHERLY AND EASTERLY 149.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $170^{\circ}57'20''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 25.00 FEET (THE RADIUS CENTER BEARS SOUTH $54^{\circ}06'02''$ EAST); THENCE NORTHERLY AND EASTERLY 16.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $38^{\circ}22'25''$ TO A TANGENT LINE; THENCE NORTH $74^{\circ}16'23''$ EAST, A DISTANCE OF 161.15

FEET; THENCE SOUTH 15°43'37" EAST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 06°45'27" EAST, A DISTANCE OF 42.06 FEET; THENCE SOUTH 03°56'36" EAST, A DISTANCE OF 30.00 FEET; THENCE NORTH 86°03'24" EAST, A DISTANCE OF 5.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 30.00 FEET; THENCE EASTERLY AND SOUTHEASTERLY 27.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°35'11" TO A POINT ON THE NORTHWESTERLY LINE OF LOT 4, BLOCK 1 OF THE PLAT OF COLUMBIA PARK REPLAT NO. 4 AS RECORDED IN VOLUME 18 OF PLATS AT PAGE 86; THENCE ALONG THE NORTHWESTERLY LINE OF LOTS 2, 3, AND 4 OF SAID BLOCK 1 AND THE WESTERLY EXTENSION OF SAID LINE SOUTH 69°26'36" WEST, A DISTANCE OF 332.27 FEET TO THE WEST LINE OF LOT 1 OF BLOCK 1 OF SAID COLUMBIA PARK REPLAT NO. 4; THENCE ALONG SAID WEST LINE NORTH 00°14'07" EAST, A DISTANCE OF 155.06 FEET TO THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG SAID SOUTH LINE NORTH 89°57'37" WEST, A DISTANCE OF 610.54 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5.71 ACRES.

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M. J. DONAHUE

COMPTROLLER

SPEAKER OF THE HOUSE OF REPRESENTATIVES
DISTRICT OF COLUMBIA

DEPUTY