AFTER RECORDING RETURN TO:
Spokane County Public Works
Development Engineering Services, 2nd Floor
1026 W. Broadway Ave
Spokane, WA 99260-0170

Document Title: Drainage Declaration of Covenant
Grantor(s): Northwood Properties
Grantee: Government, County of Spokane
Legal Description: Portion of NE ¼, Section 31, T. 26 N., R. 44 E., W.M., Spokane County
Additional Legal Description: See Page 1
Assessor's Tax Parcel Number: 46311.9083
Reference Number: PE-1729G
Log In Date: 15 Nov 99 Requested by: Sallie Moore Prepared by: Ed Parry
Purpose:

SPokane County Division Of Engineering
Spokane, Washington

Drainage Declaration of Covenant

In consideration of the approval by Spokane County of Red Oak - Woodland Estates, Spokane County Project No. PE-1729G (hereinafter referred to as the "plat"), undersigned covenants and agrees that:

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all public drainage easements for the purposes of inspection and emergency maintenance of drainage swales, ponds, ditches, culverts and other drainage facilities, if not properly maintained by the property owner or the Red Oak - Woodland Estates Homeowners' Association. Spokane County does not accept the responsibility to inspect or maintain drainage facilities located outside of public rights-of-way, except in cases where Spokane County specifically assumes that responsibility in writing. Neither does Spokane County accept any liability for any failure by the property owner(s) to properly maintain such areas.

The property owners within this plat shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across their respective properties. If the property owners fail to maintain the surface path of natural or man-made drainage flow, or drainage facilities on private properties, a notice of such failure may be given to the property owner. If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the property owner.

Spokane County does not accept the responsibility of maintaining the drainage course on private lots or floodplain areas within private lots, nor the responsibility for any damage whatsoever, including, but not limited to, inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.

Any building that is constructed on a lot in this plat shall be set at such an elevation so as to provide positive drainage away from any drainage entry point to the building (including but not limited to a window well, a window unprotected by a window well, or a doorway). Said positive drainage shall consist of a minimum slope of 3% away from the building for a distance of at least
10 feet from the building. The lots shall be graded so that either a) all runoff is routed away from the building, and conveyed over the lot to a natural drainage swale or approved drainage facility, or b) drainage intercepted on the lot is disposed of on the lot in an approved drainage facility. All drainage facilities for this plat, including any grassy swales, shall be constructed in accordance with the approved plans on file at the Spokane County Engineer's Office. Any proposed changes to the approved road and drainage plans must be approved by the Spokane County Engineer’s Office prior to construction of said changes.

There may exist properties located uphill and adjacent to this subdivision, which periodically discharge stormwater runoff onto individual lots within this plat. Stormwater runoff from nearby uphill properties should be expected, and during snow melt periods or wet seasons the lots may be subjected to higher amounts of stormwater runoff that what is normally observed or anticipated. Because stormwater runoff from adjacent properties has discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development.

This plat is included in a Special Stormwater Management Service Area (SSMSA) by Resolution [Resolution Number] of the Board of County Commissioners of Spokane County, Washington. Within this SSMSA Spokane County will provide perpetual maintenance of stormwater facilities and appurtenances as defined in said Resolution. The owner(s), or their successors in interest agree and shall be responsible to pay such rates and charges to the County as fixed through public hearings for service or benefit obtained by the maintenance, operation and replacement of such stormwater facilities and appurtenances.

Spokane County, through the SSMSA, is responsible for maintaining certain stormwater facilities. Maintenance shall include cleaning the drainage ditches, pipes, manholes, pond bottom and catch basins at such time Spokane County deems necessary.

This covenant and agreement shall run with the land in perpetuity, and shall be binding upon the owner, their heirs, successors and assigns, including the obligation to participate in the maintenance of the drainage facilities as provided herein.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this [23] day of December, 1999.

NORTHWOOD PROPERTIES, INC.
A Washington Corporation

By: /s/ Theodore G. Gunning

THEODORE G. GUNNING
President

By: /s/ Diane D. Gunning

DIANE D. GUNNING
Secretary/Treasurer

STATE OF WASHINGTON

County of Spokane

THIS IS TO CERTIFY that on this [23] day of December, 1999, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared THEODORE G. GUNNING as President and DIANE D. GUNNING as Secretary/Treasurer of NORTHWOOD PROPERTIES, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that said individual was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Catherine Stolerv

NOTARY PUBLIC in and for the State of Washington, residing at [Address]
My Commission expires: 8-15-09