

Nov 7 9 05 AM '95

Portion of Parcel No. 46315.9068
Sandlewood Lane No. 2531
P 1729-B

CLERK OF COUNTY WASH.
DEPUTY

SPOKANE COUNTY ENGINEERING DEPARTMENT
Spokane County, Washington

DRAINAGE EASEMENT

The Grantor(s) Theodore G. Gunning and Diane D. Gunning, husband and wife, and

NORTHWOOD PROPERTIES, INC., a Washington Corporation,

of the County of Spokane, State of Washington, for and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, grants to The Public of the County of Spokane, State of Washington, a Drainage Easement over, under, and across the following described real property situated in the County of Spokane, State of Washington:

OFFSITE EASEMENT #3

A 20 FOOT WIDE STRIP OF LAND FOR TEMPORARY DRAINAGE EASEMENT IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 71°21'39" EAST, A DISTANCE OF 1215.56 FEET FROM THE CENTER OF SAID SECTION 31 AND BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT; THENCE NORTHEASTERLY ALONG THE FOLLOWING SEVEN (7) COURSES: NORTH 71°40'01" EAST, A DISTANCE OF 451.10 FEET; THENCE NORTH 83°11'37" EAST, A DISTANCE OF 59.99 FEET; THENCE SOUTH 89°50'04" EAST, A DISTANCE 105.10 FEET; THENCE SOUTH 80°48'22" EAST, A DISTANCE OF 62.67 FEET; THENCE NORTH 87°33'13" EAST, A DISTANCE OF 55.45 FEET; THENCE NORTH 62°52'25" EAST, A DISTANCE OF 217.73 FEET; THENCE SOUTH 83°38'58" EAST, A DISTANCE OF 161.23 FEET TO THE WESTERLY LINE OF A DRAINAGE EASEMENT RECORDED IN VOLUME 1701, PAGE 244, SPOKANE COUNTY, DOCUMENT #9502240100 AND BEING THE TERMINUS OF THIS EASEMENT, SHORTENING OR EXTENDING THE SIDE LINES SO AS TO INTERSECT SAID WESTERLY LINE SAID POINT BEARING NORTH 34°45'09" WEST, A DISTANCE OF 745.87 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 31.

Drainage Easements, as described hereinabove are for the purpose of installing, operating and maintaining drainage ditches and drainage facilities to dispose of runoff, are hereby granted to the public. The County of Spokane is hereby granted the right of ingress and egress to all Drainage Easements adjacent to the public right of way. The property owner shall maintain the drainage ditch with a permanent live cover of dryland type grasses acceptable to the Spokane County Engineers, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage ditch as indicated by the approved plans.

The Grantor will construct the drainage facilities in conformance with the approved plans on file in the County Engineers Office.

The individual lot owners or their successors in interest shall maintain the drainage facilities in conformance with the approved plans on file in the Engineers Office.

The property owner or his representative shall inform each succeeding purchaser of all Drainage Easements on the property and his responsibility for maintaining drainage facilities within said Drainage Easements.

R.E. Excise Tax Exempt

Date: 11/7 1995

Spokane County Treasurer

By: [Signature]

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

Whenever the individual lot owners or their successors in interest fail to maintain the drainage facilities in conformance with the approved Drainage Plan, a notice will be given to the individual lot owners or their successors in interest by the County. If not corrected after ten (10) days, the County has the right to correct the maintenance failure or have it corrected at the expense of the individual lot owners or their successors in interest.

Spokane County does not accept the responsibility of maintaining the drainage course on private lots within Drainage Easements or floodplain areas, nor the responsibility for any drainage 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.

This Drainage Easement will terminate at such time the described areas are plated.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 2nd day of Nov. 1995

NORTHWOOD PROPERTIES, INC.,
a Washington Corporation

Theodore G. Gunning
Theodore G. Gunning, President

By: Theodore G. Gunning

Diane D. Gunning
Diane D. Gunning

STATE OF WASHINGTON
COUNTY OF SPOKANE

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) ss

I certify that I know or have satisfactory evidence that Theodore G. Gunning is the person who appeared before me, and said person acknowledged that (he/~~she~~) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of Northwood Properties, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: Nov 12 1995



Karol A. Banks
Notary Public in and for the State of Washington, residing at Spokane.

STATE OF WASHINGTON
COUNTY OF SPOKANE

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) ss

I certify that I know or have satisfactory evidence that Theodore G. and Diane D. Gunning

(~~is~~/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument, and acknowledged it as their free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 2nd day of Nov. 1995



Karol A. Banks
Notary Public
In and for the State of Washington,
residing at Spokane.
My appointment expires 8-29-96