

FEB 13 3 45 PM '98

B. King

Woodland Estates and Columbia Heights Service Area #1

CLERK OF COUNTY WASH.
DEPUTY

The STORMWATER MAINTENANCE AGREEMENT (hereinafter referred to as "Agreement") made this 20 of November, 1995, by and between Northwood Properties, Inc. hereinafter referred to as the "Developer", and Theodore G. Gunning and Diane D. Gunning 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"

the area is hereinafter referred to as the "Columbia Heights Stormwater Service Area #1";

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 Woodland 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. 95-0238, and the intent of this agreement is to add the Columbia Heights Service Area to the previously established Drainage Agreement for the Woodland 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, "Columbia Heights Stormwater Service Area #1" (hereinafter referred to as "the Columbia Heights System #1") shall refer only to the permanent drainage facilities which lie outside the County road right-of-ways, within the Columbia Heights Stormwater Service Area #1. The permanent drainage facilities are indicated in the approved plans on file at the County Engineer's Office under Project No. P-1729B. Refer to Exhibit "B" for a representation of the permanent drainage facilities.

For purposes of this agreement, "Total Stormwater Service Area" shall refer only to the area established by Resolution No. 95-0238, and the Columbia Heights Service Area #1. 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 Columbia Heights System #1, 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 Columbia Heights System #1 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 #1 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 #1, if the Columbia Heights System #1 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 Columbia Heights System #1 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 Columbia Heights System #1 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 Columbia Heights System #1 can be performed separately.

5. **Easements.** The Developer shall furnish the County with appropriate easements and/or deeds for all portions of the Columbia Heights System #1 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 Columbia Heights Service Area shall be connected, during the life of this agreement, to the Columbia Heights System #1 without the expressed written approval of the County; however, storm runoff which flows onto 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 Columbia Heights System #1 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 Columbia Heights System #1 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 Columbia Heights System #1 and verification as provided above, the Columbia Heights System #1 shall be cleaned by the Developer. The County shall make a complete inspection, and upon finding the Columbia Heights System #1 satisfactory, shall accept the Columbia Heights System #1 for operation and maintenance subject to the Developer warranty. Acceptance of the Columbia Heights System #1 for operation and maintenance by the County shall occur upon establishment of the roads, formal acceptance of the Columbia Heights System #1 by the County, and a finding by the County that the Columbia Heights System #1 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 #1 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 #1.

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 Columbia Heights System #1 as the 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, ponds, 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 \$ 55.25 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 charged 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 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 Columbia Heights System #1 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 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 Columbia Heights System #1 - The Developer shall provide to the County in a form approved by the Prosecuting Attorney. Security in the amount of \$147,372.00. 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 \$14,737.00. Security shall remain in effect for one year after acceptance of the Columbia Heights System #1. 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 Columbia Heights System #1 or real property housing the same until the Columbia Heights System #1 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 #1 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 Columbia Heights Service Area may be incorporated into this Plan. At such time as part or all of 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 Columbia Heights System #1 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 Columbia Heights System #1 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.

19. **Litigation** - In the event an action is brought involving a breach of warranty or other action involving this agreement, it is agreed that the venue of such action shall be in Spokane County, and it further is agreed that the prevailing party shall be entitled to attorney's fees as determined by the Court to be reasonable.

DEVELOPER:

Theodore G. Gunning
Theodore G. Gunning, President of
Northwood Properties, Inc.

OWNERS:

Theodore G. Gunning
Theodore G. Gunning

Diane D. Gunning
Diane D. Gunning

STATE OF WASHINGTON)

County of Spokane) ss

On this day personally appeared before me, Theodore G. Gunning, individually and in his capacity as President of Northwood Properties, Inc., and Diane D. Gunning, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of Feb.

Karol A. Banks
NOTARY PUBLIC, in and for the State of
Washington, residing at Spokane, Washington
commission expires 8-29-96



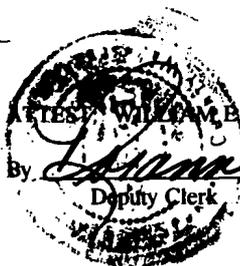
BOARD OF COUNTY COMMISSIONERS
OF SPOKANE COUNTY, WASHINGTON

Phillip D. Harris
Phillip D. Harris, Chairman

Steven Hasson
Steven Hasson

John Roskelley
John Roskelley

WILLIAM E. DONAHUE,
By Dianne Montague
Deputy Clerk



95 1314

9/01/95

WOODLAND ESTATES-COLUMBIA HEIGHTS
STORMWATER SERVICE AREA #1

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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 INTERSECTION OF NORTH RIGHT-OF-WAY OF COLUMBIA DRIVE AND THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, SAID POINT IS NORTH $00^{\circ}02'03''$ WEST, A DISTANCE OF 31.37 FEET FROM THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 31 AND BEING THE TRUE POINT OF BEGINNING; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH $73^{\circ}01'02''$ WEST, 255.49 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1719.37 FEET; THENCE SOUTHERLY AND WESTERLY 196.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $06^{\circ}32'36''$ TO A TANGENT LINE; THENCE SOUTH $79^{\circ}33'38''$ WEST, A DISTANCE OF 232.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1058.47 FEET; THENCE WESTERLY 193.94 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $10^{\circ}29'54''$ TO A TANGENT LINE; THENCE NORTH $89^{\circ}56'28''$ WEST, A DISTANCE OF 464.61 FEET TO THE EAST LINE OF LOT 4 OF COLUMBIA PARK AS RECORDED IN VOLUME "D" OF PLATS AT PAGE 29; THENCE LEAVING SAID RIGHT-OF-WAY, NORTH $00^{\circ}12'50''$ EAST ALONG SAID EAST LINE, A DISTANCE OF 149.77 FEET TO THE NORTHEAST CORNER OF SAID LOT 4; THENCE NORTH $89^{\circ}57'37''$ WEST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 330.41 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF THE PLAT OF COLUMBIA PARK REPLAT NO. 4 AS RECORDED IN VOLUME 18 OF PLATS AT PAGE 86; THENCE SOUTH $00^{\circ}13'23''$ WEST ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 12.04 FEET TO AN ANGLE POINT IN SAID EASTERLY LINE (SAID ANGLE POINT BEING THE NORTHEAST CORNER OF LOT 4, BLOCK 1 OF SAID COLUMBIA PARK REPLAT NO. 4); THENCE ALONG THE NORTHERLY LINE OF LOT 4 OF BLOCK 1 OF SAID COLUMBIA PARK REPLAT NO. 4 SOUTH $69^{\circ}26'36''$ WEST, A DISTANCE OF 74.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 30.00 FEET (THE RADIUS CENTER BEARS SOUTH $47^{\circ}38'35''$ WEST); THENCE NORTHERLY AND WESTERLY 27.01 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $51^{\circ}35'11''$ TO A TANGENT LINE; THENCE SOUTH $86^{\circ}03'24''$ WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH $03^{\circ}56'36''$ WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH $06^{\circ}45'27''$ WEST, A DISTANCE OF 42.06 FEET; THENCE NORTH $15^{\circ}43'37''$ WEST, A DISTANCE OF 110.00 FEET; THENCE SOUTH $74^{\circ}16'23''$ WEST, A DISTANCE OF 161.15 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 25.00 FEET; THENCE WESTERLY AND SOUTHERLY 16.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $38^{\circ}22'25''$ TO THE BEGINNING OF REVERSE CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 50.00 FEET (THE RADIUS CENTER BEARS NORTH

54°06'02" WEST); THENCE WESTERLY AND NORTHERLY 149.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 170°57'20" TO A POINT OF CUSP WITH A NON-TANGENT LINE; THENCE SOUTH 71°00'07" WEST, A DISTANCE OF 13.39 FEET; THENCE NORTH 18°44'22" WEST, A DISTANCE OF 109.99 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 1500.00 FEET (THE RADIUS CENTER BEARS SOUTH 18°10'49" EAST); THENCE SOUTHERLY AND WESTERLY 14.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°33'33" TO A TANGENT LINE; THENCE SOUTH 71°15'38" WEST, A DISTANCE OF 21.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1016.00 FEET; THENCE SOUTHERLY AND WESTERLY 194.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°59'00" TO A NON-TANGENT LINE; THENCE NORTH 32°41'40" WEST, A DISTANCE OF 63.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 235.00 FEET (THE RADIUS CENTER BEARS SOUTH 64°54'20" WEST); THENCE NORTHERLY AND WESTERLY 282.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68°52'25" TO A TANGENT LINE; THENCE SOUTH 86°01'55" WEST, A DISTANCE OF 22.60 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY AND SOUTHERLY 47.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A NON-TANGENT LINE; THENCE SOUTH 86°01'55" WEST, 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 SOUTH 86°01'55" WEST); THENCE NORTHERLY AND WESTERLY 47.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" TO A TANGENT LINE; THENCE SOUTH 86°01'55" WEST, A DISTANCE OF 23.01 FEET TO A POINT ON THE EASTERLY LINE OF LOT 8 BLOCK 1 OF THE PLAT OF WOODLAND PINES ADDITION AS RECORDED IN VOLUME 20 OF PLATS AT PAGE 70; THENCE NORTH 00°11'09" EAST ALONG SAID EASTERLY LINE; A DISTANCE OF 40.11 FEET TO THE NORTHEAST CORNER OF SAID LOT 8; THENCE ALONG THE SOUTHERLY LINE OF LOTS 4 AND 3, BLOCK 1 OF SAID WOODLAND PINES ADDITION NORTH 86°01'55" EAST, A DISTANCE OF 233.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 03°58'05" EAST, A DISTANCE OF 29.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 265.00 FEET (THE RADIUS CENTER BEARS SOUTH 18°16'23" WEST); THENCE SOUTHERLY AND EASTERLY 226.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 49°00'18" TO A TANGENT LINE; THENCE SOUTH 22°43'19" EAST, A DISTANCE OF 9.48 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 20.00 FEET; THENCE SOUTHERLY AND EASTERLY 26.74 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 76°36'36" TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 984.00 FEET (THE RADIUS CENTER BEARS NORTH 09°19'55" WEST); THENCE NORTHERLY AND EASTERLY 161.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°24'27" TO A TANGENT LINE; THENCE NORTH 71°15'38" EAST, A DISTANCE OF 21.13 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 1532.00 FEET; THENCE NORTHERLY AND EASTERLY 526.76 FEET ALONG SAID CURVE THROUGH A

CENTRAL ANGLE OF $19^{\circ}42'02''$ TO A TANGENT LINE; THENCE SOUTH $89^{\circ}02'20''$ EAST, A DISTANCE OF 106.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 584.00 FEET; THENCE EASTERLY 97.94 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $09^{\circ}36'32''$ TO A TANGENT LINE; THENCE NORTH $81^{\circ}21'08''$ EAST, A DISTANCE OF 258.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 266.00 FEET; THENCE EASTERLY AND SOUTHERLY 217.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $46^{\circ}50'45''$ TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 20.00 FEET (THE RADIUS CENTER BEARS NORTH $38^{\circ}11'53''$ EAST); THENCE SOUTHEASTERLY AND NORTHEASTERLY 26.40 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $75^{\circ}37'46''$ TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 1970.00 FEET; THENCE NORTHERLY AND EASTERLY 49.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}25'43''$ TO A NON-TANGENT LINE; THENCE SOUTH $38^{\circ}51'36''$ EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 2030.00 FEET (THE RADIUS CENTER BEARS NORTH $38^{\circ}51'36''$ WEST); THENCE SOUTHERLY AND WESTERLY 98.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $02^{\circ}46'17''$ TO A NON-TANGENT LINE; THENCE SOUTH $47^{\circ}39'14''$ EAST, A DISTANCE OF 71.07 FEET; THENCE SOUTH $58^{\circ}21'34''$ EAST, A DISTANCE OF 63.26 FEET; THENCE SOUTH $74^{\circ}12'13''$ EAST, A DISTANCE OF 53.21 FEET; THENCE SOUTH $78^{\circ}56'32''$ EAST, A DISTANCE OF 51.27 FEET; THENCE NORTH $87^{\circ}25'29''$ EAST, A DISTANCE OF 120.97 FEET; THENCE NORTH $78^{\circ}41'21''$ EAST, A DISTANCE OF 59.05 FEET; THENCE NORTH $72^{\circ}16'05''$ EAST, A DISTANCE OF 60.35 FEET; THENCE NORTH $65^{\circ}14'27''$ EAST, A DISTANCE OF 119.85 FEET, TO THE SOUTHWESTERLY LINE OF TRACT "A" OF WOODLAND ESTATES AS RECORDED IN VOLUME 22 OF PLATS AT PAGE 98; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH $45^{\circ}50'43''$ EAST, A DISTANCE OF 118.53 FEET; THENCE SOUTH $71^{\circ}06'22''$ EAST, A DISTANCE OF 285.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE ALONG SAID EAST LINE SOUTH $00^{\circ}02'03''$ EAST, A DISTANCE OF 42.63 FEET TO THE TRUE POINT OF BEGINNING.
CONTAINING 16.22 ACRES.

**THE WOODLAND ESTATES AND COLUMBIA HEIGHTS
STORMWATER SERVICE AREA #1 DRAINAGE
AGREEMENT WILL COVER THE FOLLOWING ITEMS**

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Page	Drainage Notes	Pipe Length Linear Feet	Pipe Diameter (inches) and Type
6 of 16	7	270	12 CPEP
7 of 16	6	272	12 CMP
	7	274	24 CMP
	9	154	24 CMP
	10	96	24 CMP
	11	58	15 CPEP
	12	38	18 CPEP
2 of 16	5	244	30 CMP
	6	30	15 CMP
	7	58	30 CMP
4 of 16	6	144	12 CMP
	7	130	12 CMP
2 of 16	8	48	30 CMP
	9	134	30 CMP
	10	86	15 CPEP
9 of 16	4	300	36 CPEP
	5	228	36 CPEP
	6	132	36 CPEP
5 of 16	5	28	36 CMP
	4	202	15 CPEP
	6	208	36 CMP
	7	28	12 CPEP
	8	266	36 CMP
	9	60	36 CPEP

NOTE: 24 PIPES WITH 23 NODES (MANHOLES AND/OR CATCH BASINS)

THIS INFORMATION CAME FROM THE APPROVED DRAWINGS STAMPED BY DEAN FRANZ ON 10-05-95.

THIS AGREEMENT ALSO COVERS THE WOODLAND POND LOCATED IN TRACK "A" OF WOODLAND ESTATES.