



4417996
Page: 1 of 3
10/01/1999 02:13P
Spokane Co. WA

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: THEODORE G. GUNNING and DIANE D. GUNNING, husband and wife, and NORTHWOOD PROPERTIES, INC., a Washington Corporation

Grantee: Spokane County and The Public

Abbreviated Legal Description: NE ¼ of Section 31, Township 26 North, Range 44 East, Sugar Pines-Woodland Estates

Assessor's Tax Parcel Numbers: 46311.9083

County Reference No. PE-1729E

In consideration of the approval by Spokane County of **Sugar Pines-Woodland Estates** 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 **SUGAR PINES - - 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, which may be defined herein through the adoption of a Special Stormwater Management Service Area, or in other documents. 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 '208' 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 than what is normally observed or anticipated. Because stormwater runoff from adjacent properties have 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 99 0841** of the Board of County Commissioners of Spokane County, Washington. Within this SSMSA Spokane County will provide perpetual maintenance of certain stormwater facilities and appurtenances located within this plat, and any other areas which Spokane County may accept for maintenance. 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 the stormwater facilities located within public roads and within the deeded tract containing the stormwater detention pond to the east of this plat. Maintenance shall include cleaning the drywells, pipes and catch basins at such time Spokane County deems necessary.

The **SUGAR PINES - - WOODLAND ESTATES HOMEOWNERS' ASSOCIATION** or its successors in interest shall maintain the drainage facilities, located in common areas and the private roads in this plat in conformance with the approved plans on file at the Spokane County's Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning storm pipes, catch basins, etc., and replacement of drainage facilities as needed as indicated by the approved plans. The **SUGAR PINES - - WOODLAND ESTATES HOMEOWNERS' ASSOCIATION** shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities.

If the **SUGAR PINES - - WOODLAND ESTATES HOMEOWNERS' ASSOCIATION**, or their successors in interest, fail to maintain the drainage facilities in conformance with the accepted drainage plan on file at the Spokane County Engineer's Office, a notice of such failure may be given to the **SUGAR PINES - - WOODLAND ESTATES HOMEOWNERS' ASSOCIATION**, or their successors in interest, by the County Engineer. 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 **SUGAR PINES - - WOODLAND ESTATES HOMEOWNERS' ASSOCIATION**, or their successors in interest.

Should the **SUGAR PINES - - WOODLAND ESTATES HOMEOWNERS' ASSOCIATION** be terminated for any reason, the successors in interest shall be the individual lot owners, or their successors in interest, who are members of the **SUGAR PINES - - WOODLAND ESTATES HOMEOWNERS' ASSOCIATION** at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

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 1 day of Oct 1999.

THEODORE G. GUNNING

Theodore G. Gunning

Gary Gunning, Attorney-in-fact

Gary Gunning

DIANE D. GUNNING

Diane D. Gunning
Gary Gunning

Gary Gunning, Attorney-in-fact



STATE OF WASHINGTON

SS.

County of SPOKANE

On this 1st day of October, 1999, before me personally appeared GARY GUNNING to me known to be the individual described in and who executed the foregoing instrument for ~~self and also~~ as Attorney in fact for DIANE D. GUNNING and acknowledged that he signed and sealed the same as ~~free and voluntary act and deed~~ ~~for~~ ~~self and also as~~ ~~free and voluntary act and deed~~ as Attorney in Fact for DIANE D. GUNNING for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that said principal is now living and is not insane.

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



Margaret Z. Kuchabaki
Notary Public in and for the State of Washington,
residing at Spokane, WA

My appointment expires: 10-15-00

ACKNOWLEDGMENT
INDIVIDUAL AND AS ATTORNEY IN FACT
Form 5999-8 (Rev. 12-96)

Unofficial Document