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FILED FOR
RECORD
Nov 7 9 06 AM '95
SPOKANE COUNTY WASH.
DEPUTY

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

SPOKANE COUNTY ENGINEERING DEPARTMENT
Spokane County, Washington

VOL. 1792 PAGE 124

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:

DRAINAGE EASEMENT NO. 1

A 12 FOOT WIDE STRIP OF LAND FOR PERMANENT DRAINAGE EASEMENT IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 31, TOWNSHIP 26 NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY, WASHINGTON, LYING LEFT OF THE FOLLOWING DESCRIBER LINE:

BEGINNING AT A POINT ON A NON-TANGENT CURVE (RADIAL BEARING NORTH 18°16'23" EAST) SAID POINT BEING NORTH 22°41'39" EAST, A DISTANCE OF 429.81 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31 AND ALSO BEING SOUTH 03°58'05" EAST, A DISTANCE OF 29.72 FEET FROM THE SOUTHEAST CORNER OF LOT 3 BLOCK 1 WOODLAND PINES SUBDIVISION AND BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE RIGHT SAID CURVE HAVING A CENTRAL ANGLE OF 49°00'18", A RADIUS OF 265.00 FEET AND A LENGTH OF 226.65 FEET TO A TANGENT LINE; THENCE SOUTH 22°43'19" EAST, A DISTANCE OF 9.48 FEET TO A TANGENT CURVE; THENCE SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 76°36'36", A RADIUS OF 20.00 FEET AND A LENGTH OF 26.74 FEET TO A COMPOUND CURVE (RADIAL BEARING SOUTH 09°19'55" EAST); THENCE EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 09°24'27", A RADIUS OF 984.00 FEET AND A LENGTH OF 161.57 FEET TO A TANGENT LINE; THENCE NORTH 71°15'38" EAST, A DISTANCE OF 21.13 FEET TO A TANGENT CURVE; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 19°42'02", A RADIUS OF 1532.00 FEET AND A LENGTH OF 526.76 FEET TO TANGENT LINE; THENCE SOUTH 89°02'20" EAST, A DISTANCE OF 106.25 FEET TO A TANGENT CURVE; THENCE EASTERLY ALONG SAID CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09°36'32", A RADIUS OF 584.00 FEET AND A LENGTH OF 97.94 FEET TO A TANGENT LINE; THENCE NORTH 81°21'08" EAST, A DISTANCE OF 258.18 FEET TO A TANGENT CURVE; THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 46°50'45", A RADIUS OF 266.00 FEET AND A LENGTH OF 217.49 FEET TO THE TERMINUS OF THIS EASEMENT SAID POINT BEARING NORTH 69°39'46" WEST, A DISTANCE OF 992.44 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 19 95
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.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this ^{2nd} ~~15th~~ day of Nov, 1995

NORTHWOOD PROPERTIES, INC.,
a Washington Corporation

By: Theodore G. Gunning

Theodore G. Gunning
Theodore G. Gunning, President
Diane D. Gunning
Diane D. Gunning

STATE OF WASHINGTON)
COUNTY OF SPOKANE) 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 a free and voluntary act of such party for the uses and purposes mentioned in the instrument.



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

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

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

(~~is~~) 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.