DRAINAGE EASEMENT

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

NORTHWOOD PROPERTIES, 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 

A 20 FOOT WIDE STRIP OF LAND FOR PERMANENT DRAINAGE EASEMENT IN
A PORTION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 26
NORTH, RANGE 44 EAST, WILLAMETTE MERIDIAN, SPOKANE COUNTY,
WASHINGTON, LYING RIGHT OF THE FOLLOWING DESCRIPTOR LINE:

BEGINNING AT A POINT ON THE SOUTH-WESTERLY LINE OF TRACT "A"
WOODLAND ESTATES SAID POINT BEING THE FOLLOWING THREE (3)
COURSES FROM THE EAST QUARTER CORNER OF SAID SECTION 31: NORTH
00'02"03' WEST ALONG THE EAST LINE OF SAID SECTION 31, A
DISTANCE OF 74.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT
"A", NORTH 71'06"22' WEST ALONG THE SOUTHERLY LINE OF SAID TRACT
"A", A DISTANCE OF 285.00 FEET, NORTH 45'50"43' WEST ALONG THE
SOUTHWESTERN LINE OF TRACT "A", A DISTANCE OF 118.53 FEET, SAID
POINT ALSO BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT;
THEN ECHENGE ALONG THE FOLLOWING EIGHT (8) COURSES: SOUTH 65'14"27'
WEST, A DISTANCE OF 119.85 FEET; THENE NORTH 72'16"05' WEST, A
DISTANCE OF 60.35 FEET; THENE SOUTH 78'41"21' WEST, A DISTANCE
59.05 FEET; THENE SOUTH 87'25"29' WEST, A DISTANCE OF 120.97
FEET; THENE NORTH 78'56"32' WEST, A DISTANCE OF 51.27 FEET;
THENE NORTH 74'12"13' WEST, A DISTANCE OF 53.21 FEET; THENE
NORTH 58'21"34' WEST, A DISTANCE OF 63.26 FEET; THENE NORTH
47'39"14' WEST, A DISTANCE OF 71.07 FEET TO THE TERMINUS OF THIS
EASEMENT SAID POINT BEING NORTH 73'30"49' WEST, A DISTANCE OF
946.62 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.
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 platted.

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

NORTHWOOD PROPERTIES, INC.,
[*Washington Corporation*]

By: [signature]

Theodore G. Gunning, President

Diane D. Gunning, Vice President

STATE OF WASHINGTON

COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that [signature]

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 [position] of [company name].

I certify that I know or have satisfactory evidence that [signature]

Theodore G. Gunning & Diane D. Gunning

was 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 the 2nd day of [date] 1995.

[Signature]

Notary Public

In and for the State of Washington, residing at Spokane.

My appointment expires 8-31-96.