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4659728
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11/29/2001 04:41P
Spokane Co WA

WHEN RECORDED RETURN TO:

BRIAN C. BALCH
LAYMAN, LAYMAN & MCKINLEY
601 S. DIVISION STREET
SPOKANE, WA 99202-1335

Reference # (if applicable): _____
Grantor(s): (1) Northview Joint Venture (2) _____
Grantee(s): (1) The Public (2) County of Spokane
Additional Grantor(s) on pg. 1 Additional Grantee(s) on pg. _____
Legal Description (abbreviated): 31-26-44
Additional legal(s) on page _____
Assessor's Tax Parcel ID# 46311.9090

TEMPORARY DRAINAGE EASEMENT

This Easement is made and entered this 19th day of November 2001
by Northview Joint Venture, a Washington general partnership, as Grantor.

1. The Grantor, for and in consideration of mutual benefits, the receipt and sufficiency of which consideration is hereby acknowledged, grants to The Public and the County of Spokane, a municipal corporation of the State of Washington, a drainage easement over, under and across the real property located in Spokane County, Washington legally described on Exhibit "A" attached hereto (the "Property").

2. The Drainage Easement is quit claimed and conveyed for the purpose of installing, operating and maintaining drainage facilities to dispose of runoff. The County of Spokane is hereby granted the right of ingress and egress to all portions of the drainage easement. The owner of fee title to the property covered by the drainage easement shall maintain the drainage area with permanent live cover of dryland type grasses, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage area, all according to plans approved by the Spokane County Engineer.

3. Grantor will construct the drainage facilities in conformance with approved plans on file in the Office of the Spokane County Engineer.

R.E. Excise Tax Exempt
Date Nov 29 2001
Spokane County Treas.
By [Signature]



4. The owner of the Property covered by this Drainage Easement, or their successor in interest, shall maintain the drainage facilities in conformance with approved plans on file in the Office of the Spokane County Engineer.

5. The owner of the Property 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 Easement.

6. 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.

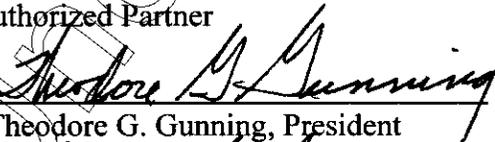
7. Whenever the property owners or their successors in interest fail to maintain the drainage facilities in conformance with the approved Drainage Plan, a notice will be given to the individual lot owners or their successors in interest by the County. If not corrected after ten (10) days, the County 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.

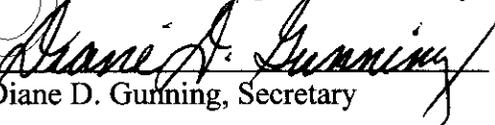
8. This Drainage Easement is temporary in nature and at such time as the property covered by this Drainage Easement is incorporated into a final plat approved by Spokane County, this Easement, and all rights and interests granted under it, shall automatically terminate and be of no continuing legal effect, and all rights and interests flowing to The Public and the County of Spokane hereunder shall be immediately and automatically deemed quit claimed and conveyed back to the owner of fee title to the then owners of the property covered by this Easement.

GRANTOR:

NORTHVIEW JOINT VENTURE

By: NORTHWOOD PROPERTIES, INC.,
Authorized Partner

By: 
Theodore G. Gunning, President

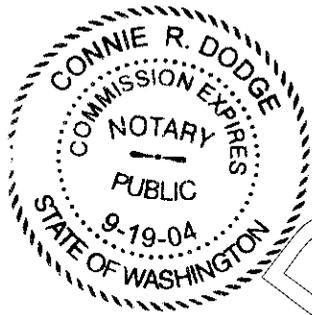
By: 
Diane D. Gunning, Secretary



STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this 19th day of November 2001 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Theodore G. Gunning and Diane D. Gunning to me known to be the President and Secretary, respectively, of Northwood Properties, Inc., the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Connie R. Dodge
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My commission expires: 9-19-04
Connie R. Dodge
Print Name

Unofficial Document



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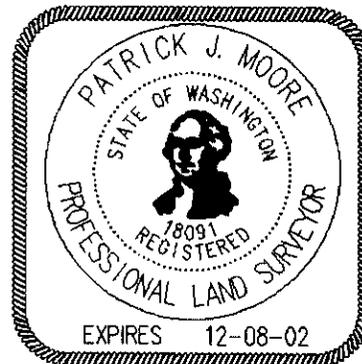
May 21, 2001

TEMPORARY DRAINAGE EASEMENT 1

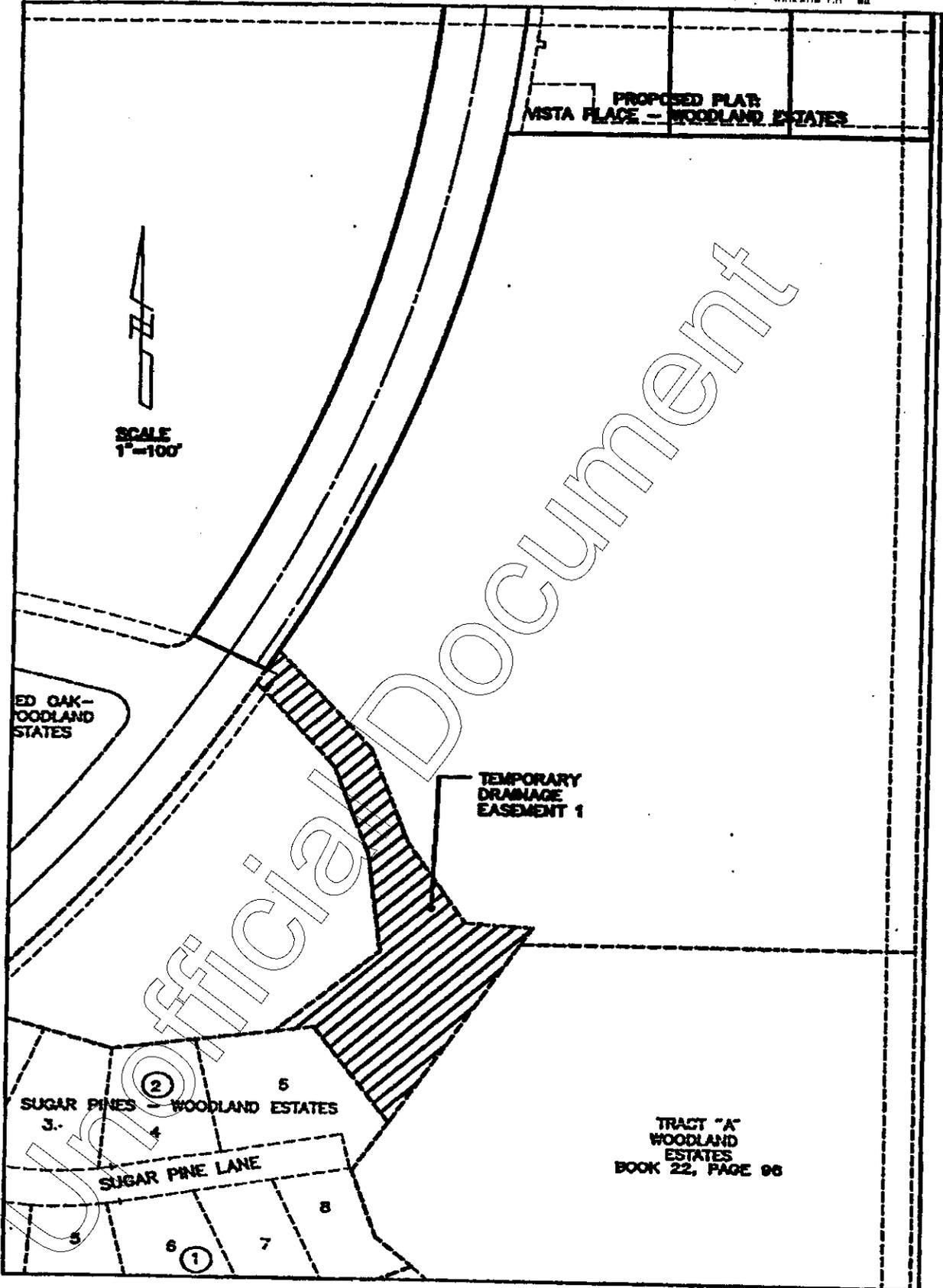
That portion of the Northeast Quarter of Section 31, Township 26 North, Range 44 East, W.M. in the County of Spokane, State of Washington, described as follows:

Commencing at the northeast corner of Tract "A" of WOODLAND ESTATES according to the plat thereof recorded in Book 22 of Plats, Page 98 in the Auditor's office of said county; thence S.89°59'19"W along the north line of said tract, a distance of 280.00 feet to the POINT OF BEGINNING; thence S.30°57'29"W. along the northwesterly line of said tract, a distance of 179.82 feet to the most easterly corner of Lot 5, Block 2 of SUGAR PINES - WOODLAND ESTATES according to the plat thereof recorded in Book 26 of Plats, Pages 17 and 18 in the Auditor's office of said county; thence N.33°39'06"W. along the northeasterly line of said lot, a distance of 97.72 feet; thence S.81°45'11"W. along the northerly line of said lot, a distance of 28.35 feet; thence N.47°05'33"E., 101.68 feet; thence N.06°33'46"W., 84.80 feet; thence N.18°56'12"W., 78.31 feet; thence N.38°40'19"W., 89.98 feet to the easterly margin of Vista Park Drive as shown on RED OAK-WOODLAND ESTATES according to the plat thereof recorded in Book 26 of Plats, Pages 59 and 60 in the Auditor's office of said county, being also the beginning of a non-tangent curve concave to the northwest having a radius of 1475.00 feet from which a radial line bears N.60°26'48"W.; thence northerly along said curve through a central angle of 00°31'46" an arc distance of 13.63 feet to the most northeasterly corner of said plat of RED OAK-WOODLAND ESTATES; thence continuing northerly along said curve through a central angle of 00°43'51" an arc distance of 18.82 feet; thence S.38° 40'19"E., 107.57 feet; thence S.18°56'12"E., 83.52 feet; thence S.31°18'38"E., 80.29 feet; thence S.86°15'27"E., 48.63 feet; thence S.30°57'29"W, 16.92 feet to the Point of Beginning.

Contains 22,482 square feet more or less.



Unofficial Copy



SCALE
1"=100'

PROPOSED PLAT
VISTA PLACE - WOODLAND ESTATES

ED OAK -
WOODLAND
STATES

TEMPORARY
DRAINAGE
EASEMENT 1

2
SUGAR PINES - WOODLAND ESTATES

SUGAR PINE LANE

TRACT "A"
WOODLAND
ESTATES
BOOK 22, PAGE 96

Official Document