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Northwood Drive RF No.: 2531

Affects Assessors Parcel Nos.: 46311.9002, 46311.9004 and 46311.9005

P - 1729A

Date (19/1) Spokane County Treas.

SPOKANE COUNTY DIVISION OF ENGINEERING

Spokane County, Washington

DRAINAGE EASEMENT

The Grantors, 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 Spokane County a political subdivision of the State of Washington, a Drainage Easement over, under, and across the following described real property situated in the County of Spokane, State of Washington:

AFFECTS ASSESSORS PARCEL NOS:46311.9002, 46311/9004 AND 46311,9005

A drainage Easement over, under and across that portion of the Northeast Quarter (NE 1/4) of Section 31. Township 26 North, Range 44 East, W.M. described as follows:

BEGINNING at the Northeast corner of NORTHWOOD 5TH ADDITION, as per plat thereof recorded in Book 20 of Plats, Page 13; thence N/89°52'21"W., along the North line of said 5th Addition, a distance of 29.47 feet; thence N.89°48'01"W., a distance of 30.82 feet to a point on a curve concave to the West with a radius of 380.00 feet and a radial bearing of S.83°49'58"E.; thence Northerly through a central angle of 7°15'25", and arc distance of 48.13 feet; thence N.01°05'23"W.; a distance of 35.72 feet to the beginning of a curve concave to the East with a radius of 440.00 feet; thence Northerly, through a central angle of 1°15'18", an arc distance of 9.64 feet; thence N.00°09'55"E., a distance of 502.17 feet; thence S.89°50'05"E., a distance of 132.34 feet to the True Point of Beginning; thence N.55°36'49"E., a distance of 350.90; thence N.34°23'11"W., a distance of 20.02 feet; thence N.00°09'55"E, a distance of 28.00 feet to the beginning of a curve concave to the Southeast with a radius of 20.00 feet; thence Northeasterly, through a central angle of 17°18'20", an arc distance of 6.04 feet; thence \$.34°23'11"E., on a non tangent line, 47.46 feet; thence N.55°36'49"E., a distance of 447/42 feet; thence N.73°07'52"E., a distance of 63.41 feet; thence N.55°36'49"E., a distance of 142.59 feet; thence N.89°50'05"W., a distance of 19.39 feet; thence N.00°09'55"E., a distance of 20:00 feet; thence S.89°50'05"E., a distance of 48.44 feet; thence N.55°36'49"E., a distance of 25,64 feet; thence S.24°23'11"E., a distance of 16.00 feet; thence S.55°36'49"W., a distance of 205.96 feet; thence S.73°07'52"W., a distance of 63.41 feet; thence S.55°36'49"W., a distance of 792.63 feet to the intersection with a line bearing S.89°50'05"E., from the True Point of Beginning, thence N.89°50'05"W., a distance of 28.21 feet to the True Point of Beginning

Situate in the County of Spokane, State of Washington

The Easement granted to Spokane County and its authorized agents is for the sole purpose of allowing natural drainage and/or runoff over and across the above described lands. The Grantors hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above described lands. The Grantor of the above described area shall not construct any structures or fences within the Drainage Easement.

Northwood properties will construct the drainage facilities in conformance with the approved plans on file in the County Engineers Office.

Northwood Properties or their successors in interest shall maintain the drainage facilities within the easement in conformance with the approved plans on file at the County Engineer's Office, until such time the property is incorporated into a Special Stormwater Service Area established by Spokane County. Once the Special Stormwater Service Area is established, Spokane County will assume maintenance of the drainage facilities within the Easement.

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This Easement also grants to Spokane County and its authorized agents the rights of ingress and egress to, over and from said Easement.

The Grantors hereby releases Spokane County, and all its officers, employees, and agents from any responsibility or liability for any damage whatsoever including inverse condemnation by or to any and all persons or property arising out of or in any incident to or attributable to the storm drainage within said Easement.

The property owner or his representative shall inform each succeeding purchaser of all drainage Easements on the property.

The Easement described hereinabove is to and shall run with the land. No modification of the boundaries of said easement can be made without the prior approval of Spokane county.

This Easement will terminate at such time the described area is platted.

IN WITNESS WHEREOF, the undersigned has caused this , 1995.	instrument to be executed on this
NORTHWOOD PROPERTIES INC. FOR OBLIGATION TO CONSTRUCT	NORTHWOOD PROPERTIES INC A WASHINGTON CORPORATION
AND MAINTAIN	By: Jed Lamino
	Ted Gunning, President
STATE OF WASHINGTON)	

I certify that I know or have satisfactory evidence that Ted Gunning, is the individual who appeared before me, and said individual acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Northwood Properties Inc, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 3rd day of Opril , 1995.

Notary Public
In and for the State of residing at Spokane.
My appointment expired

Refrey/rey/continued-darks

