



**After Recording Return To: Spokane County Engineer
Attn.: Development Services Department**

Document Title: *Temporary Drainage, Utility and Access Easement*
Grantor(s): *Homes Quality Development Company*
Grantee(s): *Government, County of Spokane and Forest Hills 4th Addition Homeowner's Associations and Northview Estates Homeowner's Associations*
Abbreviated Legal Description: *A portion of NW1/4 of Section 18, Township 26 North and Range 43 East W.M. Spokane County, WA.*
Legal Description: *See Attached Exhibits A and B.*
Assessor's Tax Parcel Number: *A portion of Parcel No. 36182.9075, a portion of NW1/4S18T26NR43E.*

SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington

TEMPORARY DRAINAGE AND ACCESS EASEMENT

IN THE MATTER OF *Forest Hills 4th Addition* (Spokane County Project No. P1507B) and *Northview Estates PUD* (Spokane County Project No. P1794), hereinafter referred to as the "projects")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), *Howes Quality Development Company*, for and in consideration of Mutual Benefits, the receipts of which is hereby acknowledged, grants to Spokane County, a political subdivision of the State of Washington, and the *Forest Hills 4th Addition Homeowner's Association* and the *Northview Estates Homeowner's Association*, hereinafter referred to as the "Associations", a Temporary Drainage Easement over, under, upon, and across the real property legally described in the attached Exhibit A and B, situated in the County of Spokane, State of Washington.

The Easement granted to Spokane County, its authorized agents and the *Associations*, is for the purpose of allowing stormwater drainage and/or runoff over and across the above-described lands, including but not limited to disposal into a drainage facility or facilities located within the same above-described lands; it is for the purpose of allowing utility facilities located with the same above-described lands; and it is for the purpose of allowing access over, to, upon, across and under this temporary easement area to inspect and perform emergency maintenance of these facilities. The Grantor(s), the *Associations*, and/or their successors in interest, hereby agree not to obstruct, artificially collect or discharge additional flow into, across or adjacent to the above described lands, other than what has been accepted by Spokane County during the road and drainage document review process for this project.

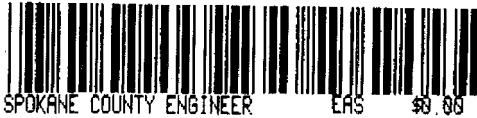
The Grantor(s), the *Associations*, and/or their successors in interest, agree that Spokane County accepts no responsibility for maintaining this Easement. The Easement grants to Spokane County, its authorized agents, the *Associations*, and/or their successors in interest, the right of ingress and egress to, over, and from said Easement for the purpose of inspection and emergency maintenance of drainage facilities.

The Grantor(s) and/or their successors in interest hereby accept complete and total responsibility for the construction of the facilities located within this Easement per the accepted road and drainage plans on file in the office of the Spokane County Engineer. The Grantor(s), the *Associations*, and/or their successors in interest, hereby accept complete and total responsibility for the perpetual maintenance of the facilities located within this Easement. If the Grantor(s), the *Associations*, and/or their successors in interest, fail to maintain the facilities, a notice of such failure may be given to the Grantor(s), the *Associations*, and/or their successors in interest. 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 Grantor(s), the *Associations*, and/or their successors in interest.

This Temporary Drainage Easement will vacate only upon the filing of a plat that includes either a Replacement Easement that has been reviewed, accepted and recorded by Spokane County, or has incorporated into it's design, facilities that can adequately contain, convey and/or dispose of the stormwater runoff intended to be contained, conveyed or disposed of in the original Temporary Drainage Easement area. Said Replacement Easement and supporting documents shall be submitted to the Spokane

R. E. L. 128.128 Exempt

Date: *Aug 30 2004*
Spokane County Treas.
By: *[Signature]*



County Engineer for review, acceptance and recording prior to vacation of the original Temporary Drainage Easement and/or final plat of the affected parcel.

The Grantor(s), the Associations, and/or their successors in interest, hereby release Spokane County, and all of 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 way incident to or attributable to the storm drainage within the Easement.

IN WITNESS WHEREOF, I have hereunto set MY hand(s) and seal(s) this 18 day of AUGUST 2004.

By: Ron Howes
Ron Howes, President

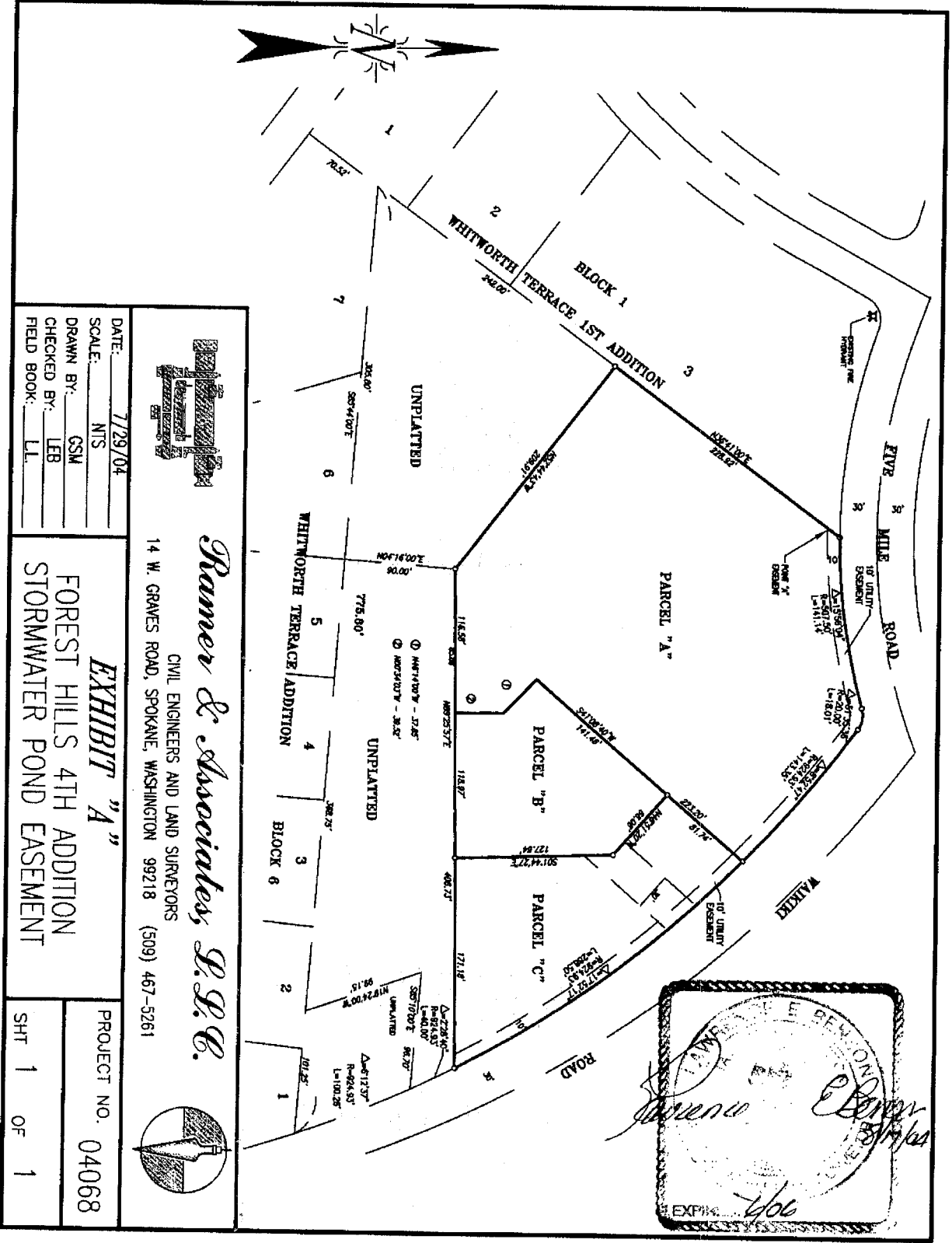
STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Ron Howes 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 HOWES QUALITY DEVELOPMENT COMPANY, a Washington Corporation to be free and voluntary act of such corporation, for the uses and purposes stated in the instrument.

Dated this 18th day of August, 2004.



Marian Rush
NOTARY PUBLIC
In and for the State of Washington,
residing at Spokane.
My appointment expires May 15, 2008

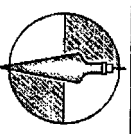


DATE: 7/29/04
 SCALE: NTS
 DRAWN BY: GSM
 CHECKED BY: LEB
 FIELD BOOK: LL

EXHIBIT "A"
 FOREST HILLS 4TH ADDITION
 STORMWATER POND EASEMENT

PROJECT NO. 04068
 SHT 1 OF 1

Ramer & Associates, P.C.
 CIVIL ENGINEERS AND LAND SURVEYORS
 14 W. GRAVES ROAD, SPOKANE, WASHINGTON 99218 (509) 467-5261



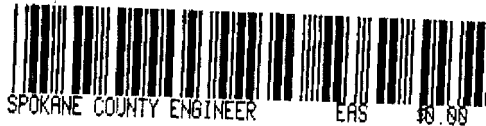


EXHIBIT "B"

Parcel "A":

All that property situated in a portion of the NW1/4 of Section 18, T26N, R43E, W.M., Spokane County, Washington, described as follows:

COMMENCING at a point on the North line of the SE1/4 of the NW1/4 of said Section 18, said point being 1657.50 feet East of the 1/16th corner on the West side of said NW1/4; thence S48°05'E 299.50 feet; thence S15°30'E 169.70 feet; thence S6°08'E 21.70 feet, said point also being the northeast corner of Lot 1, Block 6 of the PLAT OF WHITWORTH TERRACE ADDITION, as recorded in Book 4 of Plats, page 36, records of Spokane County, Washington; thence N85°44'W 775.80 feet along the northerly line of said Block 6 of said PLAT OF WHITWORTH TERRACE ADDITION to the easterly line of Block 1 of the PLAT OF WHITWORTH TERRACE 1ST ADDITION, as recorded in Book 5 of Plats, page 54, records of Spokane County, Washington; thence N36°41'E along the easterly line of said Block 1 of PLAT OF WHITWORTH TERRACE 1ST ADDITION 242.00 feet to the POINT OF BEGINNING; thence continuing N36°41'E along the easterly line of said Block 1 of said PLAT OF WHITWORTH TERRACE 1ST ADDITION 228.92 feet to the southerly right-of-way of North Five Mile Road, a road 60.00 feet in width, said point to be known as Point "A"; thence beginning at the POINT OF BEGINNING; thence S52°44'43"E 209.91 feet; thence N89°25'57"E 116.58 feet; thence N0°34'03"W 39.52 feet; thence N46°14'00"W 37.85 feet; thence N41°08'40"E 223.20 feet to the westerly right-of-way of Waikiki Road; thence northwesterly along the southwesterly right-of-way of said Waikiki Road to the southerly right-of-way of North Five Mile Road; thence westerly along the southerly right-of-way of said North Five Mile Road to Point "A"; thence S36°41'W 228.92 feet to the point of beginning;

SUBJECT TO and TOGETHER WITH easements, restrictions, and reservations of record.

