



## WA LITIGATION GUARANTEE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY  
a corporation, herein called the Company

**Guarantee No.:** G-6328-000027517

**Liability:** \$ 9,000.00

**Fee:** \$ 400.00

**Order No.:** 25-40752-VTE

**Dated:** August 18, 2025

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.**

### GUARANTEES

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of priority;

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations hereto annexed and made a part of the Guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

Vista Title and Escrow, LLC  
Company Name

201 W. North River Drive  
Suite 205  
Spokane, WA 99201  
City, State

  
Frederick H. Eppinger  
President and CEO  
David Hisey  
Secretary

## GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
  - (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
  - (b) "public records": those records which impart constructive notice of matters relating to said land;
  - (c) "date": the effective date;
  - (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
  - (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
  - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
  - (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
  - (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
  - (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.
3. **Prosecution of Actions** –
  - (a) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision thereof.
  - (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.
4. **Notice of Loss - Limitation of Action** – A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.
5. **Options to Pay, Settle or Compromise Claims** – The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness and the mortgage to the Company upon payment of the purchase price.
6. **Limitation of Liability – Payment of Loss** –
  - (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of liability stated on the face page thereof.
  - (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
  - (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
  - (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
  - (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.
7. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.
8. **Guarantee Entire Contract** – Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.  
No provision or condition to this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.
9. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
10. **The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.**

## **WA Litigation Guarantee**

### **LITIGATION GUARANTEE**

Issued by  
**STEWART TITLE GUARANTY COMPANY**  
a corporation, herein called the Company

#### **SCHEDULE A**

Prepared by: Vista Title and Escrow LLC, 602386172

Order Number: 25-40752-VTE

Date of Guarantee: August 18, 2025

Amount of Liability: \$9,000.00

Total: \$436.4

Guarantee No.: 000027517

Premium: \$400.00

Sales Tax: \$36.40

1. Name of Assured:  
Spokane County Treasurer
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:  
Fee
3. Title to said estate or interest at the date hereof is vested in:  
Suhayum Chowdhury, an unmarried man who acquired title by Deed recorded January 21, 2022 under Auditor's File Number 7173958
4. The land referred to in this Guarantee is situated in the State of Washington, County of Spokane and is described as follows:  
See attached Exhibit "A".

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

**SCHEDULE B**

Order Number: 25-40752-VTE

Guarantee No.: 000027517

**GENERAL EXCEPTIONS FROM COVERAGE**

1. Rights of claims of parties in possession not shown by the public records.
2. Easements, claims of easements or encumbrances which are not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
6. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
9. General and Special Taxes and any Assessments. No search has been made thereof.
10. Any unpaid assessments or charges, and liability for further assessments or charges by: the County of Spokane and the City of Spokane and Pasadena Park Irrigation District #17
11. Easement and the terms and conditions thereof:  
Disclosed by instrument recorded: March 18, 1930  
Recording No.: A29062 in the [official records](#)  
Purpose: Right of way for electric transmission  
In Favor of: The Washington Water Power Company
12. Easement and the terms and conditions thereof:  
Disclosed by instrument recorded: January 8, 1952  
Recording No.: 74671B in the [official records](#)  
Purpose: Right of way for electric transmission  
In Favor of: The Washington Water Power Company
13. Easement and the terms and conditions thereof:  
Disclosed by instrument recorded: November 19, 1956  
Recording No.: 425585B in the [official records](#)  
Purpose: Right of way for electric transmission  
In Favor of: The Washington Water Power Company

## WA Litigation Guarantee

14. Easement and the terms and conditions thereof:  
Disclosed by instrument recorded: December 13, 1985  
Recording No.: 8512130074 in the [official records](#)  
Purpose: avigation  
In Favor of: the City of Spokane, the County of Spokane and the United States of America
15. Declaration of Covenant and the terms and conditions thereof:  
Recorded: November 4, 1986  
Recording No.: 8611040129 in the [official records](#)
16. Covenants, conditions, restrictions and reservations, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), and any amendments thereto:  
Recorded: April 8, 1988  
Recording No.: 8804080092 in the [official records](#)
17. Easement and the terms and conditions thereof:  
Disclosed by instrument recorded: April 8, 1988  
Recording No.: 8804080093 in the [official records](#)  
Purpose: storm sewer pond  
In Favor of: Northwood Properties, Inc. and Myrn Gibson
18. Agreement and the terms and conditions thereof:  
By and Between: Northwood Properties, Inc and Spokane County  
Recorded: April 18, 1988  
Recording No.: 8804180245 in the [official records](#)
19. Assignment and Conveyance of Beneficial Interest in Stormwater Drainage Easements and the terms and conditions thereof:  
Recorded: October 8, 1991  
Recording No.: 9110080132 in the [official records](#)
20. Resolution and the terms and conditions thereof:  
Recorded: August 21, 1992  
Recording No.: 9208210177 in the [official records](#)
21. No. 1 Notice to the Public and the terms and conditions thereof:  
Recorded: October 27, 1992  
Recording No.: 9210270380 in the [official records](#)
22. Easement and the terms and conditions thereof:  
Disclosed by instrument recorded: February 9, 1993  
Recording No.: 9302090250 in the [official records](#)  
Purpose: avigation  
In Favor of: the City of Spokane, County of Spokane and United States of America
23. North Argonne Sewer Connection Agreement and the terms and conditions thereof:  
Recorded: June 20, 1995  
Recording No.: 9506200045 in the [official records](#)
24. Exceptions and Reservations as contained in instrument:  
From: N.R.L.L East, LLC, a Florida limited liability company  
Recorded: May 22, 2009  
Recording No.: 5794169 in the [official records](#)
25. Order and the terms and conditions thereof:  
Recorded: September 15, 2011  
Recording No.: 6028253 in the [official records](#)

## WA Litigation Guarantee

26. Restrictions, easements, dedications and delineated matters, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), contained on the face of the Plat of Northwood 6th Addition in the [official records](#) as recorded in Volume 18 of Plats, Page(s) 74, and any amendments thereto.
27. Pending action in Spokane County:  
Superior Court Cause No.: 25-2-01607-32  
Being an action for: Tax Lien Foreclosure  
Plaintiff: Spokane County, a Political Subdivision of the State of Washington  
Defendant: Suhayum Chowdhury  
Attorney for Plaintiff: Lawrence Haskell  
Telephone No.: 509-477-5764
28. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520 in the [official records](#) .

**End of Special Exception**

## **WA Litigation Guarantee**

Order Number: 25-40752-VTE

Guarantee No.: 000027517

### **INFORMATIONAL NOTES**

1. Said necessary parties (other than those having a claim or interest by reason of matters shown in Exceptions) to be made defendants in said action to be brought by the plaintiff, are as follows:
2. The name of a newspaper of general circulation for the publication of a notice of sale:  
  
The Spokesman Review  
Spokane Valley News Herald  
Cheney Free Press

**EXHIBIT A**

Order Number: 25-40752-VTE

Guarantee No.: 000027517

**PROPERTY DESCRIPTION:**

THAT PORTION OF THE EAST 863 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 26 NORTH, RANGE 43 EAST, W.M., LYING WESTERLY OF THE PLATS OF NORTHWOOD 6TH ADDITION AND NORTHWOOD 6TH FIRST ADDITION;

AND PORTION OF LOT 1 IN BLOCK 1 OF NORTHWOOD 6TH ADDITION AS PER PLAT THEREOF RECORDED IN VOLUME 18 OF PLATS, PAGE 74, LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING MOST SOUTHERLY CORNER OF SAID LOT 1;  
THENCE NORTH 34°21'59" WEST, 166 FEET TO POINT OF BEGINNING;  
THENCE NORTH 55°38'01" EAST, 63.20 FEET TO POINT OF TERMINUS ON SOUTHWESTERLY RIGHT OF WAY OF COLUMBIA DRIVE;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

**When recorded return to:**  
Suhayum Chowdhury  
10636 Woodley Ave  
Granada Hills, CA 91344

7173958 01/21/2022 01:32:13 PM  
Rec Fee: \$207.50 Page 1 of 5  
Warranty Deed SIMPLIFILE LC E-RECORDING  
Spokane County Washington eRecorded

## STATUTORY WARRANTY DEED

Order No.: NXSP-0531329

**First American Title**

THE GRANTOR(S)

Justin R. Harris, a single man

3884605

for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION  
in hand paid, conveys, and warrants to

Suhayum Chowdhury, an unmarried man

the following described real estate, situated in the:

THAT PORTION OF THE EAST 863 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST  
QUARTER IN SECTION 36, TOWNSHIP 26 NORTH, RANGE 43 EAST, W.M., LYING WESTERLY  
OF THE PLATS OF NORTHWOOD 6TH ADDITION AND NORTHWOOD 6TH FIRST ADDITION;

AND PORTION OF LOT 1 IN BLOCK 1 OF NORTHWOOD 6TH ADDITION AS PER PLAT THEREOF  
RECORDED IN VOLUME 18 OF PLATS, PAGE 74, LYING NORTH AND WEST OF THE  
FOLLOWING DESCRIBED LINE:

BEGINNING MOST SOUTHERLY CORNER OF SAID LOT 1,  
THENCE NORTH 34°21'59" WEST, 166 FEET TO POINT OF BEGINNING; THENCE NORTH  
55°38'01" EAST, 63.20 FEET TO POINT OF TERMINUS ON SOUTHWESTERLY RIGHT OF WAY  
OF COLUMBIA DRIVE;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Subject to Matters, Restrictions, Covenants, Conditions, and Easements of Record

Tax Parcel Number(s): 36364.9099

Dated: January 18, 2022

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[Redacted]

Justin R. Harris  
Justin R. Harris

STATE OF: WASHINGTON

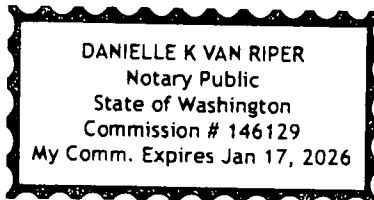
COUNTY OF: SPOKANE

On this day personally appeared before me Justin R. Harris, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 20 day of January, 2022.

[Signature]

Notary Public residing at: SPOKANE  
Printed Name: DANIELLE K. VAN RIPER  
My Commission Expires: 1-17-2026



**Subject to - Deed Exception(s):**

~~Reservations contained in Deed from the State of Washington recorded under recording no. 742027;  
February 15, 1924, reserving all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same.~~

Easement, including terms and provisions contained therein:  
Recording Information: A29062; March 13, 1930  
In Favor of: Washington Water Power Company  
For: To erect, construct, reconstruct and maintain an electric transmission line and telephone system attached to transmission line poles or structures

Easement, including terms and provisions contained therein:  
Recording Information: 74671B; January 08, 1952  
In Favor of: The Washington Water Power Company, a Washington corporation  
For: To erect, construct, reconstruct and maintain an electrical distribution line and appurtenances

Easement, including terms and provisions contained therein:  
Recording Information: 425585B; November 19, 1956  
In Favor of: The Washington Water Power Company, a Washington corporation  
For: To erect, construct, reconstruct and maintain an electrical distribution line and appurtenances

~~Agreement executed by and between the parties herein named upon the conditions therein provided.~~

Between: Donald A. Ziegwied, a married man dealing with his sole and separate property and Northwood Properties, Inc., a Washington corporation

Dated: August 24, 1985

Recorded: November 12, 1985

Recording Information: 8511120279

Providing as Follows:

Development for subdivision

**Easement, including terms and provisions contained therein:**

**Recording Information: 8512130074**

**For: Avigation easement**

**Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Plat and Dedication of Northwood 6th**

**Addition recorded in Volume 18 of Plats, Page(s) 74.**

**Declaration of Covenant requiring private construction and maintenance of Short Plat approved**

**private road and the terms and condition thereof:**

**Recorded: November 04, 1986**

**Recording No.: 8611040129**

**Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes:**

**Recording Information: 8804080092**

**Easement, including terms and provisions contained therein:**

**Recorded: April 08, 1988**

**Recording No.: 8804080093**

**In favor of: Myrn G. Gibson, formerly known as Myrn G. Ziegwied**

**For: The right to discharge storm runoff into the Pond**

**Sewer Agreement and the terms and conditions thereof:**

**Between: Northwood Properties, Inc.**

**And: Spokane County**

**Recording Information: 8804180245**

**RID Waiver Agreement and the terms and conditions thereof:**

**Between: Northwood Properties, Inc.**

**And: Spokane County**

**Recording Information: 9210270380**

Easement, including terms and provisions contained therein:

Recording Information: 9302090250

For: Avigation easement

North Argonne Sewer Connection Agreement and the terms and conditions thereof:

Between: Northwood Properties, Inc.

And: Spokane County

Recording Information: 9506200045

Easement, including terms and provisions contained therein:

Recording Information: 9310~~X~~50348 and 9310~~X~~150349

In Favor of: Spokane County, a Political Subdivision of the State of Washington

For: CUL-DE-SAC

Reservations contained in Statutory Warranty Deed recorded under Recording No. 5794169.

A 29062  
R.W.Easement  
Olaf Kellgren et ux  
to  
W.W.P.Co.  
Filed Mar.13,1930.  
9:42 A.M.  
Req. W.W.P.Co.  
Elmer H.Bartlett,Aud.  
E.Froistad, Dep.  
Red. Mar. 18,1930.  
R.Edson,Dep.  
Mail Req. P.O.Bx.2158, City.  
**COMPARED**  
Anderson. Van Murphy.

RIGHT OF WAY EASEMENT

Olaf Kellgren Jennie Kellgren (wife) in consideration of Two Hundred Dollars (\$200.00 ), in hand paid, convey and warrant, to THE WASHINGTON WATER POWER COMPANY, a corporation, its successors and assigns, the right to erect, construct reconstruct and maintain an electric transmission line and telephone system attached to transmission line poles or, structures, to be located over, along and across the following described property, in Spokane County, State of Washington, to-wit:

North one half of South East quarter of Sect.36.26-43, It is understood by and between the parties hereto that this Right of Way Easement " is limited to four structures as indicated on Sheet E 4302 and shall conform to Type "H" tangent structures"-Two pole spaced approximately 11 feet center to center. together with the necessary cross arms insulators and other appurtenances specified therein. And it is further understood that no guy wires are to be placed on the structures above mentioned of any structures differing from the above described are intended-- together with the right to inspect said line and to remove brush and trees that may interfere with the construction, maintenance and operation of the same.

Witness our hands this 24th day of February, 1930.

Olaf Kellgren  
Jennie Kellgren

STATE OF WASHINGTON,  
County of Spokane ss.

On this 24th day of February, 1930, before me, C.D.Stough, a notary public in and for said county and state, personally appeared Olaf Kellgren and Jennie Kellgren, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed, and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year first above written.

-----		C. D. Stough Notary Public in and for
:C.D.Stough Notary Public	:	the State of Washington, residing at Spo-
:State of Washington	:	kane.
:Commission Expires March 19, 1932	:	
-----		O.K.Ralph Stewart Eng.Dept. A.H.Beckwith
Const.Dept. Post & Russell, Attorneys, P.J.Lindsey Right of Way.		
-----		

620 PAGE 602

74671 B

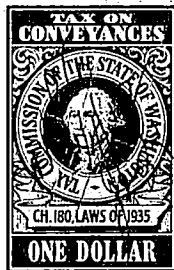
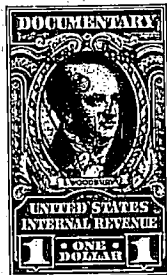
## RIGHT OF WAY EASEMENT

*Jenny Kellgren, a widow*in consideration of *Seven and No/100*Dollars (\$ *7.00* ), in hand paid, grant *and*, convey *and*, and warrant *and* to THE WASHINGTON WATER POWER COMPANY, a corporation, its successors and assigns, the right to erect, construct, reconstruct and maintain an electric transmission line and telephone system attached to transmission line poles or structures, to be located over, along and across the following described property.in Spokane County, State of Washington, to-wit:

The North Half of the Southeast Quarter (N $\frac{1}{2}$  SE $\frac{1}{4}$ ) of Section Thirty-six (36), Township Twenty-six (26) North, Range Forty-three (43) E.W.M., in the County of Spokane and State of Washington.

It is understood and agreed that said easement covers the right to construct said transmission line across the above described property together with full consideration for the right to clear a 100 foot strip together with any danger trees adjacent thereto in the location as now surveyed and staked thereon.

together with the right to inspect said line, to prohibit ~~dwelling~~ <sup>buildings</sup> ~~within twenty feet of the center line~~ ~~thereon~~, and to remove brush and trees that may interfere with the construction, maintenance and operation of the same.

Witness *My* hand— this *2<sup>nd</sup>* day of *January*, 19*52**Mrs Jenny Kellgren*

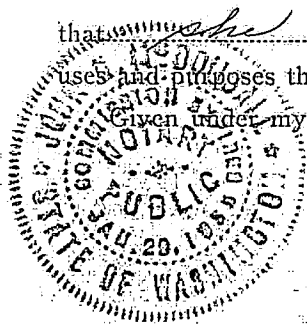
FILED FOR RECORD JAN 8 1952 AT *11:15 a m*  
 REQUEST OF GRANTEE  
 FRANK J. GLOVER, SPOKANE COUNTY AUDITOR

STATE OF *Washington* } ss.  
 County of *Spokane*

On this day, before me, the undersigned, a notary public in and for said county and state, personally appeared *Jenny Kellgren, a widow*

to me known to be the individual described in and who executed the within instrument, and acknowledged that *she* signed and sealed the same as *her* free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this *2<sup>nd</sup>* day of *January*, A. D., 19*52*



1% Excise Tax on Real Estate  
 Sale, Amt Pd \$ *7.00*  
 Date *1/8/52* No. *8150*  
 Joe A. Stewart, Co. *Spokane*

*John H. McLaughlin*  
 NOTARY PUBLIC in and for the State of *Washington*  
 residing at *Spokane*

ENG. DEPT.

CONST. DEPT.

ATTORNEYS

RIGHTS OF WAY

SECURED BY

425585B

BOOK 712 PAGE 230

## RIGHT OF WAY EASEMENT

EDNA INGEBORG ZIEGWIED, Executrix of the Will of Jennie Kellgren, deceased,

in consideration of One Thousand - - - - -

Dollars (\$1,000.00), in hand paid, grants, conveys, and warrants to THE WASHINGTON WATER POWER COMPANY, a corporation, its successors and assigns, the right to erect, construct, reconstruct and maintain an electric transmission line and telephone system attached to transmission line poles or structures, to be located over, along and across the following described property

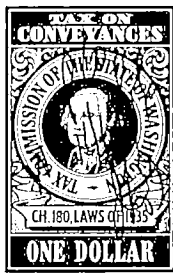
in Spokane County, State of Washington, to-wit:

The North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section Thirty-six (36), Township Twenty-six (26) North, Range Forty-three (43) E.W.M., Spokane County, Washington.

It is understood and agreed that said easement covers the right to construct said transmission line on the above described property, the center line of which is to be located 100 feet southerly of the center line of the present Spokane-Cabinet 230kv line. Said easement also covers the right to clear a 50 foot strip on either side of the center line of said transmission line together with any danger trees adjacent thereto.

together with the right to inspect said line, to prohibit dwellings within ~~twenty~~ <sup>fifty</sup> feet of the center line thereof, and to remove brush and trees that may interfere with the construction, maintenance and operation of the same.

Witness my hand this 8th day of November, 1956



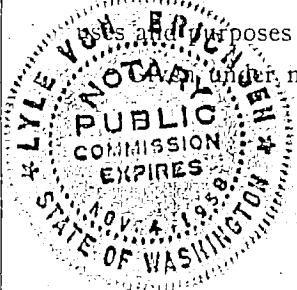
*Edna Ingeborg Ziegried*  
Executrix of the Will of Jennie Kellgren,  
Deceased,

STATE OF WASHINGTON }  
County of Spokane } ss.

On this day, before me, the undersigned, a notary public in and for said county and state, personally appeared EDNA INGEBORG ZIEGWIED, Executrix of the Will of Jennie Kellgren, deceased,

to me known to be the individual... described in and who executed the within instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal this 8th day of November, A. D., 1956.



1% Excise Tax on Real Estate

Sale, Amt Pd \$10.00

Date 11/9/56 No. 83452

Joe A. Stewart, Co. Treas.

By *[Signature]*

NOTARY PUBLIC in and for the State of Washington

residing at Spokane

FILED FOR RECORD NOV 19 1956 AT 12:23 P.M.

REQUEST OF SPOKANE TITLE CO.

FRANK J. GLOVER, SPOKANE COUNTY AUDITOR

## AVIGATION EASEMENT

WHEREAS, Northwood Properties, Inc., hereinafter called the "Grantor", is the owner in fee of that certain parcel of land situate in the County of Spokane, State of Washington, more particularly described in the legal description entitled Northwood Sixth Edition which is attached hereto and by this reference made a part hereof.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, on its own behalf and for its successors and assigns, does hereby grant, bargain, sell and convey unto the City of Spokane and the County of Spokane, municipal corporations and political subdivisions of the State of Washington, as tenants in common, and to the United States of America, hereinafter referred to as "Grantees", its successors and assigns, for the use and benefit of the public, an easement and right-of-way, appurtenant to Felts Field Airport, located in Spokane County, State of Washington, for the unobstructive passage of all aircraft ("aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated in the airspace above the surface and in the vicinity of said property such noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on said Felts Field airport, and the Grantor, for itself, its successors and assigns, does hereby fully waive, remise and release any right or cause of action which it now may have, or which it may have in the future, against the Grantees, their successors, and assigns, due to such

R. E. Excise Tax Exempt

Date 12-13

1985

Spokane County Treas.

By RVS

noise, vibrations, fumes, dust, fuel particles and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on said Felts Field Airport.

THE GRANTEES, their successors and assigns, shall have and hold said easement and right-of-way, and all rights pertaining thereto until the Felts Field airport as existing, enlarged or relocated, shall be abandoned or ceased to be used for public Airport purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand this

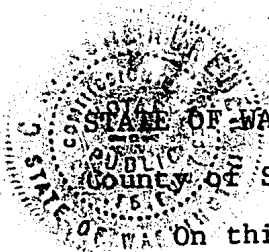
3 day of December, 1985.

NORTHWOOD PROPERTIES, INC.

By:

Theodore G. Gunning  
THEODORE G. GUNNING, President

Diane D. Gunning  
DIANE D. GUNNING, Secretary



STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss

On this 3 day of December, 1985, 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 said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

[Signature]  
Notary Public in and for the State  
of Washington, residing at Spokane

## LEGAL DESCRIPTION

## Northwood 6th Addition

That portion of the East 863 feet of the North half of the Southeast quarter of Section 36, Township 26 North, Range 43 East, W.M., Spokane County, Washington, described as follows:

Beginning at the East one-quarter corner of said Section 36, said point being the Northwest corner of Lot 1, Block 1, Northwood Second Addition as filed in Plat book 15, Pages 41 and 42; thence South  $00^{\circ}15'28''$  West, along the West line of said Northwood Second Addition and the extended West line thereof, said line being the East line of said Section 36, 1,317.46 feet to the Southeast corner of said North half of the Southeast quarter; thence North  $89^{\circ}27'27''$  West, along the South line of said North half of the Southeast quarter, 863.01 feet to a point on the West line of the East 863.00 feet of the North half of the Southeast quarter of said Section 36; thence North  $00^{\circ}15'28''$  East, along said West line, 14.63 feet; thence North  $39^{\circ}44'19''$  East, 529.73 feet; thence North  $47^{\circ}03'30''$  West, 130.24 feet; thence North  $54^{\circ}58'15''$  West, 32.13 feet; thence North  $34^{\circ}21'59''$  West, 294.32 feet; thence North  $55^{\circ}38'01''$  East, 952.24 feet to a point on the North line of said North half of the Southeast quarter; thence South  $89^{\circ}24'36''$  East, along said North line 31.95 feet to the Point of Beginning. To be known as Northwood 6th Addition.

~~FILED FOR RECORD~~

REQUEST OF PIONEER NATIONAL TITLE

DEC 13 9 09 AM '85

WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE COUNTY, WASH.  
DEPUTY

I. YOUNG

7192

Excise Tax Paid on 8800003667

Sale Amt. Pd. *None*

D/E "SKIP" CHILBERG

Spokane County Treas.

By *4/8/88*

Filed at the Request of:

Theodore G. Gunning  
Northwood Properties, Inc.  
E. 9616 Montgomery  
Spokane, Washington 99206

8804080033

REGISTERED  
REQUEST OF

APR 8 10 00 AM '88

WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE COUNTY, WASH.  
DEPUTY

1000

SNELL

OFF: 961  
VOL. PAGE 133

GRANT OF STORM SEWER POND EASEMENT

NORTHWOOD OWNERS ASSOCIATION, a Washington non-profit corporation ("Grantor"), for and in consideration of the payment of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants to NORTHWOOD PROPERTIES, INC., a Washington corporation; and MYRN G. GIBSON, formerly known as MYRN G. ZIEGWIED, as her separate property (collectively "Grantee") a perpetual non-exclusive easement over and across that certain real property located in Spokane County, Washington, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (described as the "Burdened Property"), such easement to be for the use and benefit of that certain adjacent real property also located in Spokane County, Washington, also described on Exhibit "A" attached hereto and incorporated herein by this reference (described as the "Benefitted Property").

The Burdened Property provides access to and includes a Storm Sewer Pond (the "Pond") which is maintained by Grantor for the benefit of other property within its jurisdiction, for the collection and disposition of storm water runoff generated in the Northwood area of Spokane County, Washington. The Grantee shall have the right to discharge storm runoff into the Pond under the same circumstances and subject to the same limitations as apply to other lots within the jurisdiction of Grantor, subject to the following:

1. All decisions with respect to operation, repair, maintenance, and insurance of the Pond shall be made by the Grantor, through its membership, and in its sole and absolute discretion;
2. The cost of such operation, repair, maintenance, and insurance, shall be borne equally by the owners of all developed lots (being lots within recorded subdivisions) within the jurisdiction of the Grantor, together with those lots located within the Benefitted Property;
3. The charges for such operation, repair, maintenance, and insurance of the Pond shall constitute

a continuing lien on each individual lot within the Benefitted Property, which lien shall be fore-closable as a mortgage and enforceable by the Grantor, to the same extent as if such lot was within the jurisdiction of the Grantor.

The above-described easement shall run with the land and shall be binding upon the representatives, successors, and assigns of Grantor with respect to of the Burdened Property and shall inure to the benefit of the representatives, successors, and assigns of the Grantee with respect to the Benefitted Property.

EXECUTED AND EFFECTIVE as of this 31st day of March, 1988.

GRANTOR:

NORTHWOOD HOMEOWNERS ASSOCIATION, a Washington non-profit corporation

By: Karen R. Snyder, Pres.

By: James J. Schwa, Treasurer

GRANTEE:

NORTHWOOD PROPERTIES, INC., a Washington Corporation

By: Theodore G. Gunning  
Theodore G. Gunning  
President

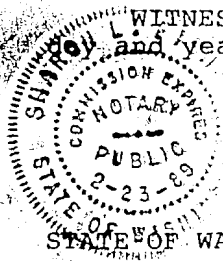
By: Dianne D. Gunning  
DIANNE D. GUNNING  
Secretary/Treasurer

Theodore G. Gunning  
MYRN G. GIBSON, formerly known  
as MYRN G. ZIEGWIED, by  
THEODORE G. GUNNING, her  
attorney-in-fact

STATE OF WASHINGTON )  
                                  :SS.  
County of Spokane )

On this 31st day of March, 1988, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Karen Snyder and James Schorn, to me known to be the President and Treasurer, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the  
day and year first above written.

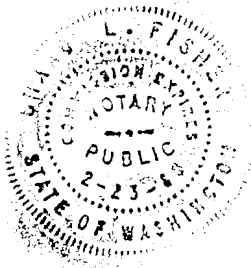


Sharon L. Fisher  
Notary Public in and for the State  
of Washington, residing at Newman Lake

STATE OF WASHINGTON )  
                                  :SS.  
County of Spokane )

On this 31st day of March, 1988, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared THEODORE G. GUNNING, to me known to be the President of NORTHWOOD PROPERTIES, INC., the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

WITNESS my hand and official seal hereto affixed the  
day and year first above written.



Sharon L. Fisher  
Notary Public in and for the State  
of Washington, residing at Newman Lake



## EXHIBIT "A"

## TO GRANT OF STORM SEWER POND EASEMENT

Burdened Property:Storm Sewer Pond Access Easement

A 16.00 foot storm drain line easement over and across that portion of the SW 1/4 of Section 31, Township 26 North, Range 44 East, W.M., Spokane County, Washington, being 8.00 feet on each side of the following-described centerline.

Commencing at the southwest corner of the N 1/2 of said SW 1/4; thence N. 00°15'28" E., along the west line of said N 1/2 of the SW 1/4, 100.00 feet to the Point of Beginning; thence along said centerline description the following four courses: (1) S. 57°58'19" E., 225.40 feet; (2) S. 77°40'19" E., 240.00 feet; (3) S. 47°41'23" E., 92.98 feet; (4) N. 85°38'28" E., 10.00 feet to an existing manhole (flow restrictor as shown on As-Built Plans in the Spokane County Engineers Office), in Storm Holding Pond No. 1 of Northwood 2nd Addition, and the point of terminus of this description.

Storm Sewer Pond:

That portion of the SW 1/4 of Section 31, Township 26 North, Range 44 East, W.M., Spokane County, Washington, described as follows:

Beginning at the east corner of Lot 7, Block 8 of Northwood Second Addition as recorded in Book 15 of Plats, Pages 41 and 42, Spokane County Auditor's File No. 7908160059; thence S. 04°21'32" E., along the boundary of said plat, 339.37 feet to the southwest corner of Lot 10, Block 7 of said plat; thence N. 89°52'32" W., along the north line of the south 30 acres of Government Lot 4 of said SW 1/4, a distance of 70.22 feet to the True Point of Beginning; thence continuing along said north line N. 89°52'32" W., 75.00 feet; thence

N. 38°39'15" W., 89.15 feet; thence  
N. 04°21'32" W., 94.45 feet; thence  
N. 31°03'48" E., 152.39 feet; thence  
N. 50°00'00" E., 12.52 feet; thence  
S. 40°00'00" E., 45.48 feet; thence  
S. 04°21'32" E., 268.48 feet to the True  
Point of Beginning.

Benefitted Property: Northwood Sixth Addition

The East 863.00 feet of the North Half  
of the Southeast Quarter of Section 36,  
Township 26 North, Range 43 East, W.M.,  
Spokane County, State of Washington.

9302090250

## AVIGATION EASEMENT

WHEREAS, Northwood Properties, Inc., hereinafter called the "Grantor," is the owner in fee of that certain parcel of land situate in the County of Spokane, State of Washington, more particularly described as follows:

That portion of the east 863 feet of the N½ of the SE¼ of Section 36, Township 26 North, Range 43 East, W.M., Spokane County, Washington, described as follows:

COMMENCING at the northeast corner of said N½ of the SE¼, also being the northeast corner of Lot 5, Block 2, of NORTHWOOD 6TH ADDITION, according to the plat recorded in Book 18, Page 74; thence N89°24'36"W, along the north line of the N½ of the SE¼, 31.95 feet to the Point of Beginning, being an angle point in the north line of said Lot 5, Block 2; thence continuing N89°24'36"W, along said north line of the N½ of the SE¼, 831.06 feet to the west line of said east 863 feet; thence S00°15'28"W, along said west line of the east 863 feet, 1,303.54 feet to the westerly corner of Lot 5, Block 3, of said plat of NORTHWOOD 6TH ADDITION; thence along the westerly boundary of said plat of NORTHWOOD 6TH ADDITION the following five (5) courses: (1) N39°44'19"E, 529.73 feet; (2) N47°03'30"W, 130.24 feet; (3) N54°58'15"W, 32.13 feet; (4) N34°21'59"W, 294.32 feet; (5) N55°38'01"E, 952.24 feet to the Point of Beginning.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, on its own behalf and for its successors and assigns, does hereby grant, bargain, sell, and convey unto the City of Spokane and the County of Spokane, municipal corporations and political subdivisions of the State of Washington, as tenants in common, and to the United States of America, hereinafter referred to as "Grantees," its successors and assigns, for the use and benefit of the public an easement and right-of-way, appurtenant to Felts Field Airport, located in Spokane County, State of Washington, for the unobstructive passage of all aircraft ("Aircraft" being defined for the purpose of this instrument as any contrivance now known or hereafter invented, used or designed for navigation of or flight in the air) by whomsoever owned and operated in the airspace above the surface and in the vicinity of said property such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from or operating at or on said Felts Field Airport, and the Grantor, for itself, its successors and assigns, does hereby fully waive, remise, and release any right or cause of action which it now may have, or which it may have in the future, against the Grantees, their successors, and assigns, due to such noise, vibrations, fumes, dust, fuel particles, and all other effects that may be caused by the operation of aircraft landing at or taking off from, or operating at or on said Felts Field Airport.

THE GRANTEES, their successors and assigns, shall have and hold said easement and right-of-way, and all rights pertaining thereto until the Felts Field Airport as existing, enlarged, or relocated, shall be abandoned or ceased to be used for public Airport purposes.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand this 2<sup>nd</sup> day of

FEB, 1993

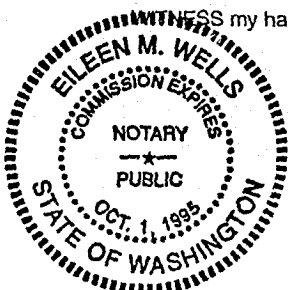
NORTHWOOD PROPERTIES, INC.

By: Theodore G. Gunning  
Theodore G. Gunning, President

STATE OF WASHINGTON  
COUNTY OF SPOKANE

On this 2<sup>nd</sup> day of February, 1993, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared THEODORE G. GUNNING, to me known to be the President of NORTHWOOD PROPERTIES, INC., the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS my hand and official seal the day and year in this certificate first above written.



Eileen M. Wells  
Notary Public in and for the State of Washington,  
residing in Spokane  
My commission expires Oct. 1, 1995

By: Feb 9 1993  
Spokane County Treas.  
L. Gilbert

VOL. 1393 PAGE 634

FILED OR RECORDED  
REQUEST OF *Northwood Properties*

FEB 9 11 32 AM '93

WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE COUNTY WASH.  
DEPUTY

*E 9616 Montgomery 99206*



DECLARATION OF COVENANT REQUIRING PRIVATE CONSTRUCTION AND  
MAINTENANCE OF SHORT PLAT APPROVED PRIVATE ROAD, AND DEDICATION  
TO THE COUNTY WHEN REQUIRED.

OFF  
Vol. 855 Page 210

Declaration of Covenant

In consideration of the approval by Spokane County of plat, Northwood 6th Addition, which said plat creates the lots described as follows:

Lot 1, Block 1, and Lot 4, Block 3, for Lot 2, Block 1 (a private road)  
Lots 2-10, Block 3, for Lot 11, Block 3 (a private road)

the undersigned covenants and agrees that:

1. The owner(s) of the aforescribed property or of any lot which has been or is subsequently created on said property shall be responsible for the financing for construction and maintenance of all private roads within said short plat.
2. The road shall be improved consistent with Spokane County standards for short plat private roads.
3. Maintenance methods, standards, and financing shall be in a manner determined by the owners of a majority of the square footage of buildable land within such aforescribed property.
4. In the event such private road is improved to Spokane County standards for public streets and the County is willing to accept the dedication of such road, each lot owner shall execute any documents necessary to accomplish such dedication.
5. Owners of lots within the above referenced plat who are served by such road, may sue and recover from any owner of any lot within the plat which is similarly served who refuses to participate in the road construction, financing, and maintenance. Such owners who refuse to share the costs under the percentage set forth above shall be liable for any attorney's fees.
6. WARNING: Spokane County has no responsibility to build, improve, or maintain or otherwise service the private roads contained within or providing service to the property described in this plat. By accepting this plat or subsequently by allowing a building permit to be issued on property on a private road, Spokane County assumes no obligation for said private road and the owners hereby acknowledge that the County has no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on a private road. This requirement is and shall run with the land and shall be binding upon the owner, their heirs, successors or assigns including the obligation to participate in the maintenance of the private road as provided herein.

Owner

NORTHWOOD PROPERTIES INC  
*Theodore B. Cunningham*  
Owner

STATE OF WASHINGTON )  
COUNTY OF SPOKANE )SS

On this day personally appeared before me *Theodore B. Cunningham*, known to me to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein stated.

Given under my hand and affixed my official seal this 10th day of October, 1986.



*Pauline L. Kark*  
Notary Public in and for the State of  
Washington, residing at Spokane, Washington.

**RECEIVED**

**REQUEST**

*Adams & Clark*

**Nov 4 10 28 AM '86**

**WILLIAM E. DONAHUE**

**AUDITOR**

**SPokane County, WASH.**

**DEPUTY**

**OBERLAND**

**\$5.00**

*W 1803 Newell 99201*

THIS AGREEMENT, made this 27th day of August, 1987,  
by and between NORTHWOOD PROPERTIES, INC, hereinafter referred to as the  
"Developer", and Spokane County, a political subdivision of the State of  
Washington, hereinafter referred to as the "County", to-wit:

WHEREAS, The Developer is the owner of a certain tract of land to be  
platted into lots, blocks and streets, known as NORTHWOOD 6th ADDITION,  
hereinafter referred to as the "Subdivision" and being more particularly  
described as follows:

That portion of the east 863 feet of the north 1/2 of  
the SE1/4 of Section 36, Township 26 North, Range 43  
East, W.M., Spokane County, Washington, described as  
follows:

Beginning at the east one-quarter corner of said  
Section 36, said point being the northwest corner of  
Lot 1, Block 1, northwood Second Addition as filed in  
Plat Book 15, Pages 41 and 42; thence S00°15'28"W,  
along the west line of said Northwood Second Addition  
and the extended west line thereof, said line being  
the east line of said Section 36, 1,317.46 feet to the  
southeast corner of said north 1/2 of the SE 1/4;;  
thence N89°27'27"W, along the south line of said north  
1/2 of the SE1/4, 863.01 feet to a point on the west  
line of the east 863.00 feet of the north 1/2 of the  
SE1/4 of said Section 36; thence N00°15'28"E, along  
said west line, 14.63 feet; thence N39°44'19"E, 529.73  
feet; thence N47°03'30"W, 130.24 feet; thence  
N54°58'15"W, 32.13 feet; thence N34°21'59"W, 294.32  
feet; thence N55°39'01"E, 952.24 feet to a point on  
the north line of said north 1/2 of the SE 1/4; thence  
S89°24'36"E, along said north line 31.95 feet to the  
Point of Beginning.

Containing 17.62 acres.

WHEREAS, an extensive system of sewage collection is to be installed in  
order that sewer service shall be available to the residents of the  
Subdivision as they occupy the houses therein, and

WHEREAS, the Developer is in need of a governmental agency to assume  
responsibility for the continuous and satisfactory operation and maintenance  
of the sewage system, and

WHEREAS, the County is willing to assume the responsibility of  
operation and maintenance of the sewage system on the terms and conditions  
hereafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants hereafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION: The Developer, at its sole expense, shall construct a sewer system and treatment facility together with all appurtenant facilities, to a capacity and design satisfactory to the County. The plans and specifications for this construction shall be approved by the County Utilities Director prior to the construction. For the purpose of this agreement, "Subdivision Sewer System", as indicated on the attached plan, shall refer to all sewer lines, manholes, treatment facilities and appurtenant facilities except house connection lines from the building to the sewer line. Treatment facilities shall include all necessary equipment for satisfactory operation and maintenance of the facilities in accordance with the manufacturer's and the County's recommendation. "Interim facilities" shall refer to those lines and facilities which will be abandoned when the Subdivision Sewer System is intercepted and connected to a general sewerage system and which are specifically marked as interim on the attached plan of the Subdivision Sewer System, which is incorporated as part hereof. There shall be no cost to the County for the construction of the subdivision sewer system.

The Subdivision Sewer System, as approved by the County, shall be constructed and accepted by the County for operation and maintenance under terms of this agreement. The project, consisting of ~~four~~ <sup>twenty three</sup> lots as shown on the attached plan of the Subdivision Sewer System, shall be constructed and made ready for acceptance by the County for operation and maintenance no later than the 1st day of November, 1987. To the extent that the Subdivision Sewer System is not constructed and accepted by the County for operation and maintenance by this date. The County may, at its option, without the necessity of any notice whatsoever, look at the security as provided for in Paragraph 15 to complete the construction of the Subdivision Sewer System.

2. RIGHT OF INSPECTION: The County shall have the right of inspection of the Subdivision Sewer System during the course of construction. The cost of said inspection shall be borne solely by the Developer. Said costs include, but are not necessarily limited to, labor (including all fringe benefits) and mileage. The County shall notify the Developer of any work found to be unsatisfactory, and the Developer shall correct the same at no cost to the County.

3. CERTIFICATION: The County will assume no responsibility for the Subdivision Sewer System until the system is complete, as-built drawings are approved, sewer construction inspection fees are paid and the Developer furnishes the County with a certification by a registered professional engineer that said system has been constructed in accordance with the approved construction plans and specifications therefore.

4. EASEMENTS: The Developer shall furnish the County with perpetual easements and/or deeds for all portions of the Subdivision Sewer System lying outside of dedicated public rights-of-way.

5. CONVEYANCE: Upon thirty-day notice by the County that the County is ready to accept ownership of the Subdivision Sewer System the Developer shall convey to the County the Subdivision Sewer System including, but not by way of limitation, all rights, equipment, lines, mains, laterals, manholes, treatment facilities, pumping stations and appurtenances thereto. Conveyance shall be at no cost to the County and shall be accomplished by Quit Claim Deed covering any lands and a Bill of Sale for all personal property involved. The County's right to said conveyance shall be exercised at such time as the County provides a general sewage system to which the Developer's lots can be connected. Such conveyance being sufficient to vest in the County, subject to no prior liens or encumbrances, good and marketable title to all the Subdivision Sewer System.

6. REVERSION: At such time as the County shall notify the Developer that the Subdivision Sewer System has been intercepted and connected to a general sewerage system, those interim facilities not incorporated in the general sewerage system as determined solely by the County and land and easements on which such interim facilities are situated as determined solely by the County shall be reconveyed and returned to the Developer.

7. WARRANTY: All work performed by the Developer or its agents and all facilities installed in connection with the construction of the Subdivision Sewer System are guaranteed for a period of twelve (12) months from date of acceptance as provided in Paragraph 9 below. The Developer warrants that the Subdivision Sewer System will adequately serve the Plat known as NORTHWOOD 6TH ADDITION at full development which will consist of <sup>TWENTY THREE 23</sup> ~~forty (40)~~ dwelling units. In the event an action is brought involving a breach of warranty, it is agreed that the venue of such action shall be in Spokane County, and it further is agreed that the prevailing party shall be entitled to attorney's fees as adjudged by the Court to be reasonable. For the purposes of this agreement, costs to the Developer by virtue of this warranty shall not be considered maintenance and operation costs.

8. ADDITIONS: No additional service areas outside the Subdivision shall be connected during the life of this agreement to the Subdivision Sewer System without the express written approval of the County and the Developer. The County recognizes that the Developer may intend to develop additional properties outside the present Subdivision Sewer System Service Area and to the extent that the presently designed and approved system can be expanded to handle increased capacity, the County will not unreasonably refuse connections of additional service areas outside the original Subdivision Sewer Service Area.

9. ACCEPTANCE: Upon completion of any phase of the Subdivision Sewer System and certification as provided above, the County shall make a complete inspection; and upon finding a phase of the system satisfactory, shall accept that phase of the system for operation and maintenance subject to the Developer's warranty. Acceptance of any phase of the system for operation and maintenance by the County shall be made possible by the Developer prior to occupancy of the Subdivision.

The parties hereto recognize that there may be a delay between the time the Subdivision Sewer System is operational and the final "acceptance" of the Subdivision Sewer System for operation and maintenance by Spokane County. The Developer shall further prohibit the occupancy of any dwelling units on the property serviced by the Subdivision Sewer System until such time as the County has accepted the system, or in the alternative, an interim Operation and Maintenance Agreement has been executed by the parties.

10. OPERATION AND MAINTENANCE: The County shall provide the personnel, vehicles, additional equipment other than provided for above, and materials necessary to operate and maintain the Subdivision Sewer System and shall keep an accurate record of the costs thereof. Such records shall be open to the inspection of the Developer.

11. FEES: The County shall be responsible for the collection of fees in accordance with the following schedule.

FOR EACH SUCH UNIT CONNECTED  
TO THE SUBDIVISION SEWER SYSTEM

THE MONTHLY CHARGE OF

Single Family Residence

\$12.00 per unit

Duplex, Triplex or Apartment

\$12.00 per unit

Business and Commercial Units

\$12.00 per unit first 900 cubic feet of water consumption and \$0.50 per each 100 cubic feet over 900 cubic feet per unit

need  
revised

After the Subdivision Sewer System has been accepted for operation and maintenance, monthly service charges shall be applicable for each unit beginning the month following the date of occupancy of the unit and for each month thereafter. Such schedule of charges shall remain in force and effect until such time as a revised schedule of charges is approved by resolution of the Board of County Commissioners after public notice of the intention to revise charges and public hearing thereon. Effective date of revised charges shall be as provided by such resolution. The Developer shall be responsible for insuring that all initial occupants of any dwelling unit constructed on lots within the Subdivision are aware of the provisions within this paragraph concerning fees and also the provisions within Paragraph 9 concerning the necessity of the County's acceptance of the system prior to occupancy.

12. DEFICIT COSTS: It is expected that with the above schedule of charges the operation and maintenance costs will result in a deficit to the County until one hundred seventy four (174) units are occupied from Northwood Addition and Northwood 1st, 2nd, 3rd, 4th, 6th and/or 7th Additions. Until one hundred seventy four (174) units are connected, occupied and monthly charges are being received therefrom, the Developer will pay to the County such deficit costs as billed by the County, provided that the Developer will

not be responsible for deficit costs in excess of \$25,056.00 per year. Such deficit costs will be determined and billed by the County annually, and the Developer shall pay such deficit costs within thirty (30) days of billing. In computing operating and maintenance costs for this purpose only, the County shall not take into account depreciation allowances applicable to the system. Warranty costs as provided in Paragraph 7 shall not be considered in determining deficit costs or payments. To the extent that the monthly charges received from units connected to the system exceed the operation and maintenance costs of the system, it is understood and agreed by the parties that said excess money shall be those of the Spokane County Utilities Fund.

It is further understood and agreed that at such time as the Subdivision Sewer System is connected to the general sewer system planned for the Spokane Valley, that the obligation of the Developer to be responsible for deficit costs shall be eliminated.

13. SURVIVAL OF COVENANTS AND BINDING EFFECT: All of the promises, covenants, terms and conditions of this agreement shall survive the conveyance hereunder, and this agreement shall extend to and bind the successors and assigns of the respective parties hereto.

14. TERM: This agreement shall remain in full force and effect until the date of notification by the County to the Developer that the Subdivision Sewer System has been intercepted and connected to a general sewerage system as provided in Paragraph 6 herein.

15. SECURITY: The Developer shall provide to the County, in a form approved by the Prosecuting Attorney, security in the amount of \$25,056 per year which shall be in effect during the entire life of this agreement or until deficit cost liability ceases, and security in the amount of \$13,000.00 for the sewage collection facilities. Upon completion and acceptance of this item by Spokane County, the security shall be reduced by 75% of construction cost and remain in effect for one year after acceptance of the total system for operation and maintenance by the County which will insure and guarantee the faithful performance of all the terms, conditions and requirements of this agreement particularly including, but not limited to, construction warranties and payment of deficit costs. The total system includes the approved plans for the NORTHWOOD 6TH ADDITION. The NORTHWOOD 6TH ADDITION Subdivision Sewer System Plans were approved by the Spokane County Utilities Department on May 1, 1986.

16. TAX: The Developer shall be responsible for paying all real, personal, and other taxes as they come due and are owing on the Subdivision Sewer System or real property housing the same until the County accepts ownership of the Subdivision Sewer System as provided for in Paragraph 5 above. In the event that any taxes are not paid when they come due and are owing, the County shall have the right to immediately terminate any of its obligations under this agreement to operate or maintain the Subdivision Sewer System upon thirty (30) days notice to the Developer, during which time the Developer may cure said breach, and to pursue any other legal remedies available for the Developer's breach of this provision.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

DEF. VOL. 962 PAGE 1671

NORTHWOOD PROPERTIES, INC

BY: Theodore B. Gunning  
President

BY: Diana D. Gunning  
Secretary

SPOKANE COUNTY

By: John R. Briede  
Chairman, Board of County  
Commissioners of Spokane County,  
Washington

ATTEST: WILLIAM E. DONAHUE

CLERK OF THE BOARD

BY: Michael C. Dwyer

DEPUTY

APPROVED AS TO FORM

DEPUTY PROSECUTING ATTORNEY

FILED ON RECORD  
OFFICE OF Co. Utilities  
APR 13 4 18 PM '80

WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE COUNTY, WASH.  
DEPUTY  
Interoffice

STATE OF WASHINGTON)

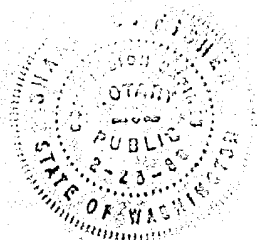
County of Spokane ) ss

On this 27th day of August, 1987, before me personally appeared Theodore B. Gunning and Diana D. Gunning to me known to be the President and Secretary of the Corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

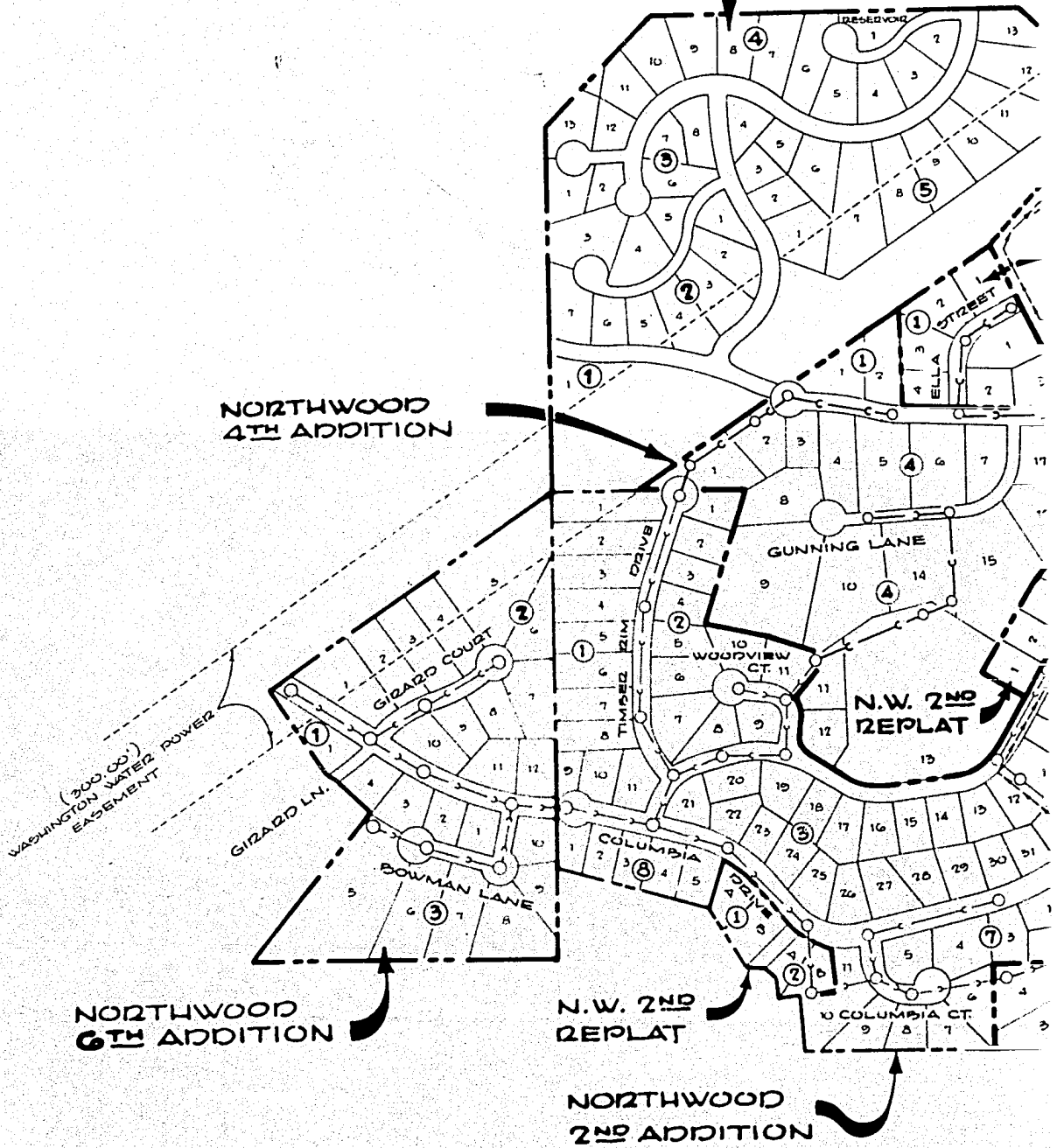
Steven L. Fadin  
Notary Public in and for the State  
of Washington, residing at Spokane

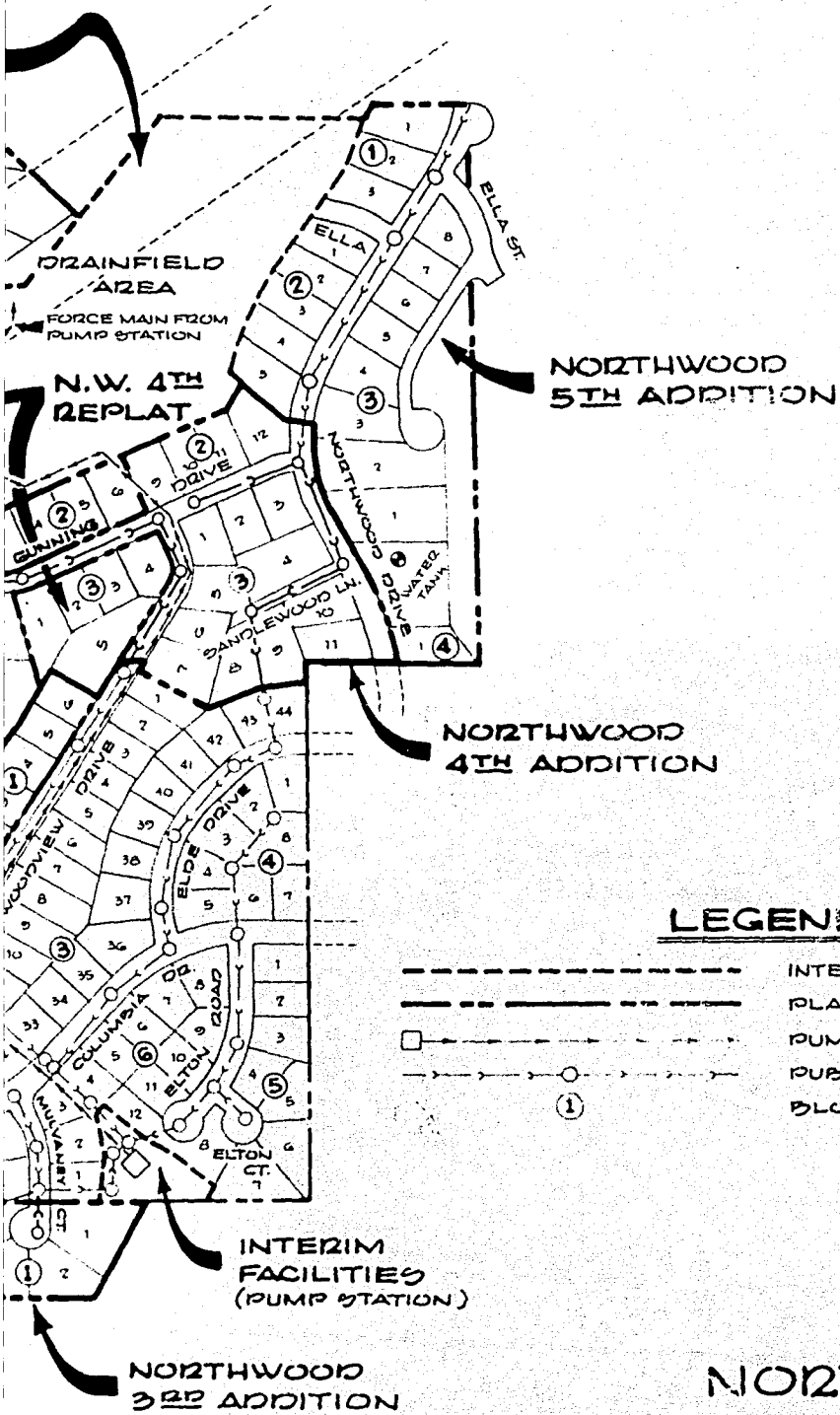
Newman Lake



NORTHWOOD  
8TH ADDITION

INTERIM  
FACILITIES





**LEGEND**

- INTERIM FACILITIES AREA
- PLAT BOUNDARIES
- --- PUMP STATION  $\frac{1}{2}$  FORCE MAIN
- ○ --- PUBLIC SEWER LINES  $\frac{1}{2}$  MANHOLES
- ① BLOCK NUMBERS

**NORTHWOOD  
SUBDIVISION SEWER SYSTEM**

RECEIVED  
FILED OR RECORDEDREQUEST OF Co Commissioners

AUG 21 11 51 AM '92

NOT

9208210177

No. 91 1195

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

WILLIAM S. DONAHUE  
AUDITOR  
SPOKANE, COUNTY, WASH.

[INTEROFFICE]

IN THE MATTER OF ESTABLISHING A )  
STORMWATER DRAINAGE SERVICE AREA ) R E S O L U T I O N  
FOR NORTHWOOD 2ND, 3RD, 4TH, 5TH and )  
6TH ADDITIONS, SP 82-207, SP 82-208, )  
AND SUBSEQUENT DIVISIONS )

WHEREAS, pursuant to the provisions of the Revised Code of Washington, Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and the management of County funds and business; and

WHEREAS, pursuant to Chapter 36.89 RCW, Spokane County is authorized to finance, acquire, develop, construct, improve, maintain and operate stormwater drainage facilities, and to levy service charges on the properties served or benefitted thereby; and

WHEREAS, pursuant to Chapter 9.14 of the County Code, Spokane County is authorized to levy service charges for operation and maintenance of stormwater facilities located outside public rights-of-way on properties benefitted or served thereby; and

WHEREAS, stormwater from lots and tracts in Northwood 2nd, 3rd, 4th, 5th and 6th Addition, SP 82-207, and SP 82-208 collects and drains to certain stormwater retention ponds, hereinafter designated as the Ponds; and

WHEREAS, the Northwood Homeowners Association, a Washington non-profit corporation, is responsible for maintenance and operation of the Ponds and has the right to charge the owners of property in Northwood 2nd, 4th and 6th Addition, SP 82-207, and SP 82-208, for such services; and

WHEREAS, the Northwood Homeowners Association has been unable to properly operate and maintain the Ponds, and would like to assign such responsibilities over to Spokane County; and

WHEREAS, the Northwood 2nd and Northwood 6th covenants, and by reference the SP 82-208 plat dedication provide for assumption by Spokane County of the right to maintain and operate the Ponds and levy service charges if the Homeowner's Association is unable to properly maintain the Ponds; and

WHEREAS, Northwood Properties, Inc., a Washington corporation, is the developer of the above additions and divisions, and is desirous of having the County assume drainage responsibilities for the Ponds; and

WHEREAS, the County is willing to form a Stormwater Drainage Service Area, pursuant to Chapter 36.89 RCW and Chapter 9.14 of the Spokane County Code, whereby the County will maintain and operate the Ponds as well as the drainageways in certain easements appurtenant thereto; and

WHEREAS, pursuant to the same authority, the County intends to levy annual service charges on those properties in the above referenced additions and divisions, as well as further additions or divisions which primarily drain to the Ponds and which are included in the Service Area; and

WHEREAS, the lots in Northwood 3rd Addition drain stormwater to one of the Ponds (Pond "B"); and

WHEREAS, the final plat of Northwood 5th Addition will be conditioned upon inclusion of the lots therein in such Service Area, the performance of maintenance and operation of the Ponds by the County, and the levying of service charges on the properties within said Addition; and

WHEREAS, the Board of County Commissioners finds there is a public need for Spokane County to establish such Service Area and to maintain and operate the Ponds; and

WHEREAS, in conjunction with formation of such Service Area, Northwood Homeowner's Association and Northwood Properties, Inc. have agreed to convey or assign the Ponds and appurtenant easements necessary to provide drainage to and from the Ponds to the County; and

WHEREAS, in conjunction with the formation of the Service Area, the Northwood Homeowner's Association will assign, and the County will accept the Association's responsibilities for maintenance and operation of the Ponds, as well as the right to impose charges for such services on properties served thereby; and

WHEREAS, the Board finds that each lot or tract within the proposed Service Area will be equally benefitted or served by the stormwater drainage services to be performed by Spokane County;

NOW, THEREFORE, BE IT RESOLVED that pursuant to Chapter 36.89 RCW and Chapter 9.14 of the Spokane County Code, a Stormwater Drainage Service Area be established to include all lots and tracts in Northwood 2nd, 3rd, 4th, 5th and 6th Additions, as well as SP 82-207 and SP 82-208.

BE IT FURTHER RESOLVED that the purpose of such Service Area is for Spokane County to maintain, operate, and repair and replace as necessary certain stormwater retention ponds located in the Northwood area, known as Ponds A, B and C, as well as certain drainage ways located in easements appurtenant to said Ponds.

BE IT FURTHER RESOLVED that annual service charges be levied and collected by Spokane County in the manner provided by Chapter 36.89 RCW and Chapter 9.14 of the Spokane County Code, on each lot included within the Service Area and draining stormwater to the Ponds, according to the following schedule:

ANNUAL CHARGE

For each lot receiving final plat approval within the Service Area	\$25.80
--------------------------------------------------------------------	---------

BE IT FURTHER RESOLVED that the above charges may be reviewed on an annual basis and revised, and the Service Area expanded to include appurtenant property draining to the Ponds, provided that any such action shall require advance approval by resolution of the Board of County Commissioners, after public notice of the intent to take such action and a public hearing thereon.

BE IT FURTHER RESOLVED that the Board of County Commissioners be authorized to approve, at other than an open meeting, the following described conveyances and assignments to effectuate formation of the Service Area:

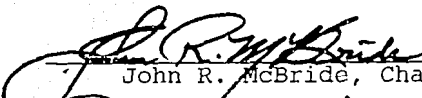
1. Grant of Storm Sewer Access Easement for Pond "A".
2. Storm Water Drainage Access Easement to Pond "A".
3. Assignment and Conveyance of Beneficial Interest in Stormwater Drainage Easements, Northwood 6th Addition.

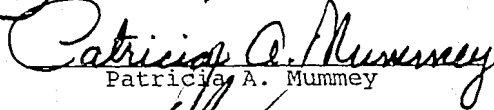
4. Assignment of Beneficial Interest in Stormwater Drainage Easements in Northwood Addition and 2nd and 3rd Additions and Short Plat 82-208.
5. Assignment and Conveyance of Beneficial Interest in Stormwater Drainage Easement, Pond "C" Outlet Tail.
6. Assignment and Conveyance of Beneficial Interest in Stormwater Drainage Easements, Northwood 4th and 5th Additions and Subsequent Developments.
7. Easement for Ingress and Egress and Utilities.
8. Deed of Tax Title Property to Spokane County for Stormwater Drainage at Northwood.
9. Amendment to Subdivision Sewer Agreement for Northwood Second Additon.

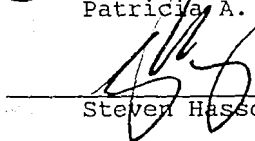
BE IT FURTHER RESOLVED that a copy of this resolution be recorded with the County Auditor; provided, the failure to record the same shall not render ineffective the action taken herein.

PASSED AND ADOPTED this 27 day of August, 1991.

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

  
John R. McBride, Chair

  
Patricia A. Mumney

  
Steven Hasson

ATTEST:

WILLIAM E. DONAHUE,  
Clerk of the Board

By 

Deputy Clerk

Log In Date: 10-15-92 Parcel # 34364, 9080  
Road Name/No: Tract "X" RF No. 2531  
Purpose: P-1620 - Columbia Drive  
Prepared By: Ray Moon  
Req By: (Land Dev) Darr

FILED OR RECORDED  
VOL. 1353 PAGE 992

REQUEST OF Co Eng  
OCT 27 3 46 PM '92

WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE COUNTY WASH.  
DEPUTY

NO. 1  
NOTICE TO THE PUBLIC

9210270380

RID WAIVER AGREEMENT AND COVENANT TO CONSTRUCT ROAD AND DEDICATE FUTURE PUBLIC RIGHT OF WAY TO COUNTY:

KNOW ALL MEN BY THESE PRESENTS, That Northwood Properties, Inc., A Washington Corporation and Myra G. Gibson being the owners of the following described lands in consideration of Mutual Benefits to be hereafter derived do for themselves, their heirs, grantees, assigns and successor(s) in interest hereby agree to:

Construct a road, when so directed by the Spokane County Engineer, to serve the lands herein described in accordance with the adopted County road standards for future public right of way Tract X.

Said road shall be contained in the following-described right of way:

That portion of the east 863 feet of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 36, Township 26 North, Range 43 East, W.M., Spokane County, Washington, described as follows:

Beginning at the northwest corner of Lot 1, Block 2, Northwood 6th Addition, according to the plat recorded in Book 18, Page 74; being a point on the easterly right-of-way line of Columbia Drive; thence S55°38'01"W, along the boundary of said plat, 62.82 feet to the west right-of-way line of said Columbia Drive; thence N50°20'14"W, 74.18 feet to the west line of said east 863 feet of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ ; thence N00°15'28"E, along said west line 77.65 feet; thence N28°27'39"E, 13.15 feet to the point of curve of a 275.00 foot radius curve to the right; thence along the arc of said curve, through a central angle of 67°59'04", 326.30 feet to the point of reverse curve of a 225.00 foot radius curve to the left, the center of circle of which bears N06°26'43"E; thence along the arc of said curve, through a central angle of 40°48'42", 160.27 feet to the point of tangent; thence N55°38'01"E, parallel with and 50.00 feet distant from the north line of said plat, 24.33 feet to the point of curve of a 225.00 foot radius curve to the left; thence along the arc of said curve, through a central angle of 35°03'27", 137.67 feet to the point of tangent; thence N20°34'34"E, 103.03 feet to the north line of said NE $\frac{1}{4}$  of the SE $\frac{1}{4}$ ; thence S89°24'36"E, along said north line, 53.20 feet; thence S20°34'34"W, 121.21 feet to the point of curve of a 275.00 foot radius curve to the right; thence along the arc of said curve, through a central angle of 35°03'27", 168.26 feet to the point of tangent, being a point on the north line of said plat; thence S55°38'01"W, along said north line, 24.33 feet to the point of curve of a 275.00 foot radius curve to the right; thence along the arc of said curve, through a central angle of 40°48'42", 195.88 feet to the point of reverse curve of a 225.00 foot radius curve to the left, the center of circle of which bears S06°26'43"W; thence along the arc of said curve, through a central angle of 57°50'48", 227.16 feet the point of compound curve of a 20.00 foot radius curve to the left, the center of circle of which bears S51°24'05"E; thence along the arc of said curve, through a central angle of 95°40'44", 33.40 feet to the point of reverse curve of a 50.00 foot radius curve to the right, the center of circle of which bears S32°55'11"W; thence along the arc of said curve, through a central angle of 76°52'30", 67.09 feet to the point of reverse curve of a 15.00 foot radius curve to the left, the center of circle of which bears S70°12'19"E; thence along the arc of said curve, through a central angle of 71°24'26", 18.69 feet to the point of compound curve of a 380.00 foot radius curve to the left, the center of circle of which bears N38°23'15"E; thence along the arc of said curve, through a central angle of 1°19'55", 8.83 feet to the Point of Beginning; containing 1.11 acres.

Deliver to Spokane County a properly signed and executed Right of Way Deed covering said right of way to accommodate a future County Road to be constructed by a County Road Improvement District (RID) in accordance with approved County road standards.

If additional right of way is required, the owners, their heirs and/or assigns agree to deliver to Spokane County a properly signed and executed Right of Way Deed covering the required additional right of way.

Authorize Spokane County to place their name(s) on a petition for the formation of a Road Improvement District (RID) by the petition method pursuant to Chapter 36.88 RCW, which petition includes the owner(s) property, and further not to object, by the signing of a ballot, or not to protest to the formation of a RID by the resolution method pursuant to Chapter 36.88 RCW, which resolution includes the owner(s) property. If a RID is formed by either the petition or resolution method, as provided for in Chapter 36.88 RCW, the owner(s) or successor(s) further agree: (1) that the improvements or construction contemplated within the proposed RID are feasible, (2) that the benefits to be derived from the formation of the RID by the property included therein, together with the amount of any County participation, exceeds the cost and expense of formation of the RID, and (3) that the property within the proposed RID is sufficiently developed. Provided, further, the owner(s) or successor(s) shall retain the right, as authorized under RCW 36.88.090, to object to any assessment(s) on the property as a result of the improvements called for in conjunction with the formation of a RID by either the petition or resolution method under Chapter 36.88 RCW and to appeal to the Superior Court the decision of the Board of County Commissioners affirming the final assessment roll.

Timing of the formation of said RID or other road improvement project shall be determined by Spokane County consistent with RCW 36.88. The street improvement authorized by the RID or other improvement project shall call for the improvement of Tract "X" and its immediate street system to at least the minimum Spokane County Road standards applicable to Tract "X" and the immediate street system at the time the RID, or other road improvement project is constructed. If a majority of the property owners desire a higher standard of construction, e.g., gutters, underground drainage, etc., that standard shall prevail.

Any building constructed on any parcel abutting Tract "X" shall be set back from the Tract "X" boundary by that distance which equals the set back requirements of the zone.

The RID waiver contained in this agreement shall expire after ten (10) years from the date of execution below. However, at the expiration date the owner(s) or successor(s) agree to construct the required improvements at their own expense; pay to Spokane County the then estimated cost of the required improvements to enable the County to complete the same; or furnish a bond or other secure method suitable to the County, providing for or securing to the County the actual construction of the improvements.

Spokane County has no responsibility to build, improve, maintain or otherwise service the private roads contained within or providing service to the lands herein described. By allowing a building permit to be issued on property on a private road, Spokane County assumes no obligations for said private road and the owners hereby acknowledge that the County has no obligation of any kind or nature whatsoever to establish, examine, survey, construct, alter, repair, improve, maintain, provide drainage or snow removal on a private road.

The above conditions and covenant apply to the following described property:

That portion of the East 863 feet of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of Section 36, Township 26 North, Range 43 East, W.M., Spokane County, Washington.

The undersigned owners, their heirs, successors or assigns hereby release Spokane County, and all its officers, employees and agents from any responsibility or liability for any damage whatsoever to the hereinabove described lands and improvements thereon as a result of allowing a building permit to be issued on property which is served by a private road.

These requirements are and shall run with the land and shall be binding upon the owners, their heirs, successors or assigns.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this 27 day of Oct, 1992.

NORTHWOOD PROPERTIES, INC.,  
A WASHINGTON CORPORATION

By Theodore G. Gunning  
Theodore G. Gunning, President

By Gary L. Gunning  
Gary L. Gunning, Vice President

STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss

On this 27 day of Oct, 1992, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Theodore G. Gunning to me known to be the PRESIDENT and Gary L. Gunning to me known to be the VICE PRESIDENT, respectively, of Northwood Properties, Inc., A Washington Corporation, the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.



Carol A. Banks  
Notary Public  
In and for the State of Washington,  
residing at Spokane.

IN WITNESS WHEREOF, I have hereunto set my hands and seals this 27 day of Oct, 1992.

Myrn G. Gibson

STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss

On this day personally appeared before me Myrn G. Gibson personally known to me to be the individual who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said individual, for the uses and purposes therein mentioned.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1992.

\_\_\_\_\_  
Notary Public  
In and for the State of Washington,  
residing at Spokane.

**NORTH ARGONNE SEWER CONNECTION AGREEMENT**

THIS AGREEMENT is made and entered into this 6 day of June, 1995, by and between NORTHWOOD PROPERTIES, INC., a Washington corporation (herein-after "Northwood"), with offices at 9616 East Montgomery, Spokane, Washington 99206, and SPOKANE COUNTY, a political subdivision of the State of Washington, with offices at West 1116 Broadway, Spokane, Washington.

**RECITALS:**

A. Pursuant to RCW 36.32.120(6), the Board of County Commissioners of Spokane County has the care of County property and management of County funds and business.

B. Pursuant to the provisions of chapter 36.94 RCW, Spokane County has the power to construct, operate and maintain a system of sewerage within Spokane County consistent with the adopted Comprehensive Wastewater Management Plan.

C. RCW 39.94.190 authorizes counties to contract with private parties in and for the establishment, maintenance and operation of all or a portion of a system of sewerage.

D. Chapter 35.91 RCW authorizes the County to contract with owners of real estate for the construction of public sewerage facilities and to provide for the reimbursement of such owners by the owners of real estate who did not contribute to the original cost of such facilities and who subsequently tap onto or use the same.

E. Northwood is desirous of installing public sewerage facilities (the "Project") that will serve its property and other parcels of property lying along or near Argonne Road north of the Spokane River, as shown on Exhibit "A" and as legally described on Exhibit "B", which exhibits are attached hereto and incorporated by reference herein. The Project will comprise part of the County's general sewerage system upon Northwood's conveyance of the Project to the County pursuant to this Agreement.

F. Northwood has estimated the cost of designing and constructing the Project as between \$1,400,000 and \$1,500,000.

G. The County currently imposes a General Facility Charge (GFC) under its General Facility Ordinance on all properties connecting to the County's general sewerage system, and

by separate resolution currently subsidizes the amount of GFCs assigned to properties by forty percent (40%) through the application of County funds.

H. The County is in the process of reviewing its sewer financing program and may in the future modify the rate at which it subsidizes GFCs, and/or replace the GFC with a different capital facilities charge or rate.

I. The County is considering the establishment of a sewer commitment area outside of which the County may restrict the availability of public sewer or impose higher general facility charge rates than applicable within such area. Northwood hereby represents that it is necessary for all parcels set forth on Exhibit "B" to be included within the sewer commitment boundaries in order for this Project to become economically feasible. It is the intention of Northwood and the County that the Project shall proceed only in the event that all of the parcels set forth on Exhibit "B" are included within any such sewer commitment boundaries.

J. By designing and constructing the Project as provided in this Agreement, Northwood is financing and providing public sewerage facilities planned for construction by the County in its Comprehensive Wastewater Management Plan, which facilities would be more costly for the County to design and construct. Further, under the County's current sewer financing program, the costs of public sewerage facilities are generally subsidized forty percent (40%) from County funding sources when installed by the County as part of its general sewerage system.

K. This agreement provides for a means to reimburse Northwood for a substantial portion of the costs of the Project but not in excess of Northwood's pro rata share of such costs.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties do mutually agree as follows:

#### TERMS:

##### 1. Project Design and Construction.

A. Northwood shall design the Project generally as depicted in the drawing attached hereto as Exhibit "A" and incorporated herein by this reference. Said design, evidenced by detailed plans and specifications prepared by a licensed engineer, shall be reviewed and approved by Spokane County prior to construction, with any revisions subject to the approval of County Utilities.

B. Northwood shall construct the Project as depicted in the approved plans and specifications, and in accordance with all applicable federal, state and county laws and regulations. Spokane County shall have the right to make reasonable inspections during the course of construction to determine that the Project is being constructed in accordance with the approved plans and specifications and applicable rules and regulations. In the event the County determines that the Project is not being so constructed, the County shall have the right to stop work on the Project until such defects are remedied, without any liability to the County for any increased costs or damages for delay caused thereby. Northwood shall reimburse Spokane County for all costs incurred by the County for plan review and inspections pursuant to this paragraph, which shall be paid by Northwood before the County's acceptance of the Project.

C. Northwood shall have authority to construct the Project in phases. Upon the completion of any given phase by Northwood written notice shall be provided to Spokane County concerning the same at which time the County shall accept that particular phase pursuant to section 2 below.

2. Acceptance by Spokane County. Spokane County agrees to accept the Project or any completed phase thereof, in writing, for operation and maintenance, contingent on the following and section 3 below:

(a) Spokane County determining that the Project or the particular phase has been constructed in accordance with the plans and specifications as approved by Spokane County, and with applicable rules and regulations;

(b) Northwood providing a bill of sale to the County transferring ownership of all of the Project or the particular phase to Spokane County, free and clear of all adverse claims, liens and encumbrances; and providing such easements, licenses and right-of-way on and to the real property occupied by the Project as are needed by the County for ownership, operation and maintenance;

(c) Northwood warranting the Project or completed phase against defects in materials or construction for a one year period after its acceptance for operation and maintenance by Spokane County and Northwood providing the County with security in the amount of 10 percent (10%) of the Project cost.

The County acknowledges that the approximate cost of construction of the Project is 1.1 Million Dollars in addition to engineering, administrative and other overhead costs. The parties agree that the security for the total Project shall therefore be ten percent (10 %) of said estimated amount, or \$110,000. Such security shall be deemed to be satisfied by Northwood assigning the first GFC credits to be received by Northwood, as provided in section 5 below, up to an amount necessary to equal the 10 % security ("Security Fund") for which Northwood is obligated. Pursuant to such assignment, Spokane County shall collect the GFC charges which have been assigned by Northwood to the County for the Security Fund and deposit the same in its utility account. At such time as the one-year warranty expires, Spokane County shall reimburse Northwood in the amount of such Security Fund, less the amount of the costs and expenses expended by the County to correct any warranty problems which were not adequately remedied by Northwood as requested by the County, and less a ten percent (10%) penalty equal to the amount expended by the County for warranty work.

Notwithstanding the above provisions, the Security Fund shall be reduced as the warranty expiration occurs for phases or portions of the Project, according to typical County procedures for partial releases of security on other projects. In such event, the County shall reimburse Northwood in the amount of the GFC credit amounts released from the Security Fund. The County shall have sole authority to determine the security amount for each phase accepted by the County for operation and maintenance, based on 10% of the estimated cost of such completed phase.

The Security Fund shall not earn any interest for the benefit of Northwood, and the County shall be entitled to retain any interest accruing on GFC amounts collected by the County that would otherwise have been paid to Northwood to reduce its Overall Credit, as defined hereafter. Northwood shall have the option, at any time, to replace the Security Fund with other security approved by the County, in which event Northwood shall be entitled to immediate payment of the amount of GFC credits assigned to the Security Fund; and

(d) Northwood paying the County for all fees charged by the County for inspection and plan review for the Project.

3. Completion Date. This agreement is contingent upon Northwood completing or substantially completing the Project within two (2) years from the date of this agreement;

provided, that the parties by mutual agreement may extend such time period within which Northwood must complete the Project; provided, further, that in the event of such termination Northwood shall be entitled to reimbursement pursuant to the terms of this Agreement for any portion of the Project completed by Northwood and approved by the County. Such reimbursement shall be as follows for those portions of the Project completed by Northwood and accepted by the County: (a) \$20.00 per lineal foot for all sewer line installed except the line extended across the Spokane River, (b) \$30,000.00 for extension of the sewer line across the Spokane River, and (c) \$50,000.00 for the construction and implementation of the lift station to be located approximately 300 feet south of the intersection of Upriver Drive and Bessie Road. These reimbursement amounts were based on the County's estimates of the value of such components to the County's general sewerage system in the event the agreement is terminated without completing the Project, reduced in consideration of the level of financial participation the County is willing to assume toward the cost of the Project or its component parts.

4. User Connections. Upon acceptance of the Project or any phase thereof by the County, the properties listed in attached Exhibit "B" (including Northwood's properties) which are capable of being connected to the particular phase accepted by the County shall respectively be allowed connection to the County's general sewerage system through the Project, provided the respective owner, including Northwood, shall:

(a) connect all existing uses on the property to the County's system at the owner's sole expense;

(b) immediately connect all future uses developed on the property to the County's system, at the owner's sole expense;

(c) pay to the County the applicable General Facility Charges ("GFCs"), or the applicable capital facilities charge or rate that may hereafter be prescribed by County resolution or ordinance; provided, that such charges may be offset by

(d) pay to the County monthly maintenance and operation charges, including any applicable charges for pretreatment or strong waste, in such amounts and within such time frames as are established by County ordinance or resolution;

(e) pay to the County when due any additional GFCs, or capital facilities charge or rate hereafter enacted by County ordinance or resolution, which becomes applicable to any subsequent changes in use or intensity of development of the property;

(f) obtain a sewer connection permit from the County for any new connection to the County's general sewerage system, pay all applicable permit, plan review and inspection fees therefore; and submit plans for any private or public sewer system installed or that will be proposed to be installed to connect the uses on such properties to the Project to County Utilities for approval;

(g) comply with all resolutions and ordinances of Spokane County applicable to properties connecting to the County's general sewerage system; and

(h) maintain all private sewer lines, appurtenances and facilities (including without limitation all side sewer stubs, defined as the stub line extending from the property line to the collector line in the street) serving the uses on the subject properties, regardless of whether or not they are located within County rights-of-way or public easements.

5. GFC Credits. To assist Northwood in recovering the shortfall between actual Project costs and Northwood's pro rata share of such costs, the County agrees to authorize credits against GFCs, and/or applicable capital facilities charges or rates hereafter enacted by the County ("GFC Charges"), imposed by the County on properties connecting to the County's general sewerage system through the Project and described on Exhibit "B", to Northwood in the amount of Three Hundred Fifty Thousand and no/100 Dollars (\$350,000.00) ("Overall Credit"). As the County collects GFC Charges imposed on the parcels described on Exhibit "B", including any of Northwood's property described thereon, connecting to the Project, the County shall pay Northwood 100 % of the amount of such GFC Charges received until the Overall Credit amount is satisfied. All such reimbursements shall be made to Northwood within thirty (30) days of the County's receipt of such GFC charges, subject to the requirements of the Security Fund set forth in subsection 2(c). Northwood's right to reimbursement hereunder shall be limited to a period of ten (10) years from the date the Project or any phase is installed and accepted by the County for operation and maintenance, and is further subject to section 3.

6. Latecomer Fees. The County shall have the sole and exclusive authority to determine what properties in addition to those described on Exhibit "B" may tap into or use the Project or

phases thereof once the same have been accepted by the County and under what circumstances and conditions, and the County may form a ULID to include such properties to recover the costs of its general sewerage system as it deems appropriate; provided, any "in lieu of assessment" fees (not to include GFC Charges) collected by the County from such additional parcels directly hooking up to the Project or phases thereof developed by Northwood and accepted by the County shall be immediately reimbursed to Northwood upon receipt by the County, provided that such fees shall be credited against Northwood's Overall Credit and are further subject to subsection 2(c) regarding the Security Fund. The County agrees not to assess through a ULID the properties described on Exhibit "B" to recover any part of the cost of those portions of the Project installed by Northwood and accepted by the County.

7. Compliance With Laws. Northwood and Spokane County agree to observe all applicable federal, state and local laws, ordinances and regulations in the performance of this Agreement.

8. Records, Files and Inspections. All Northwood files and records developed for or related to this Agreement shall be freely open to inspection and copying by the County Director of Utilities; provided that all documents subject to the attorney-client privilege shall be exempt from disclosure.

9. Assignment. Neither party may assign any interest in this Agreement without the express written consent of the other party, which consent shall not be unreasonably withheld.

10. Waiver. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Failure of either the County or Northwood to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other of any provision shall not in any way affect the validity of this Agreement or any part hereof, or the right of either to hereafter enforce each and every such provision.

11. Notices. All notices called for or provided for in this Agreement shall be in writing and must be served on any of the parties either personally or by registered or certified mail, return receipt requested, at their respective addresses hereinabove given. Notices sent by registered or certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

12. Headings. The headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to nor shall they be deemed to define, limit or extend that scope or intent of the captions to which they apply.

13. All Writing as Contained Herein. This Agreement contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto.

14. Period of Agreement.

A. Duration. This Agreement shall be of an indefinite duration except as provided herein.

B. Amendment. No modification or amendment of this Agreement shall be effective unless executed in writing with the same formalities attendant to execution of this Agreement.

C. Termination. This Agreement may be terminated by the concurrence of both parties, agreed to in writing and executed with the same formalities attendant to execution of this Agreement. Upon termination, each party shall retain their own property and facilities, except as provided for herein.

15. Administration. The parties hereby designate the Spokane County Utilities Director as the administrator of this Agreement for the County, and Northwood's President, Theodore G. Gunning, as the administrator for Northwood.

16. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the successors and assigns of the County and Northwood.

17. Notification of Users or Purchasers. Northwood shall notify each user and any purchaser of the properties described in Exhibit "B" of the existence of this Agreement.

18. Venue. This agreement has and shall be construed as having been made and delivered in the State of Washington, and the laws of the State of Washington shall be applicable to its construction and enforcement. Any action at law, suit in equity or judicial proceeding for the enforcement of this agreement or any provision hereto shall be instituted only in the courts of competent jurisdiction within Spokane County, Washington.

19. Recording. This agreement shall be recorded, but the lack of such recording shall not prevent the enforcement of its provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed below.

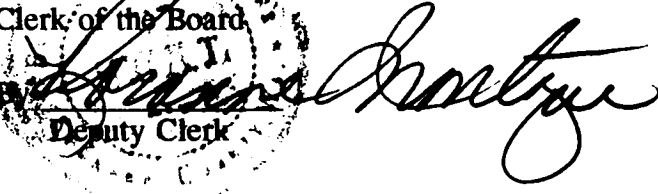
DATED this 6 day of June, 1995

BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE COUNTY, WASHINGTON

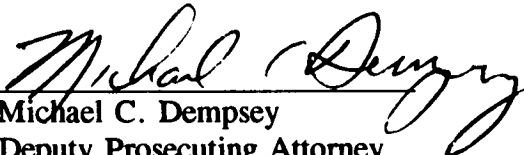
By   
Chairman

ATTEST:

WILLIAM E. DONAHUE  
Clerk of the Board

  
Deputy Clerk

Approved as to form:

  
Michael C. Dempsey  
Deputy Prosecuting Attorney

DATED this 12 day of MAY, 1995

NORTHWOOD PROPERTIES, INC.

By Theodore G. Gunning  
Theodore G. Gunning  
President

STATE OF WASHINGTON )

) ss

County of Spokane )

I certify that I know or have satisfactory evidence that Theodore G. Gunning signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as president of Northwood Properties, Inc., to be the free and voluntary act of such corporation, for the uses and purposes mentioned in the instrument.

DATED: 5/12, 1995

Roseann Katt Sealing

NOTARY PUBLIC in and for the State  
of Washington, residing at Spokane

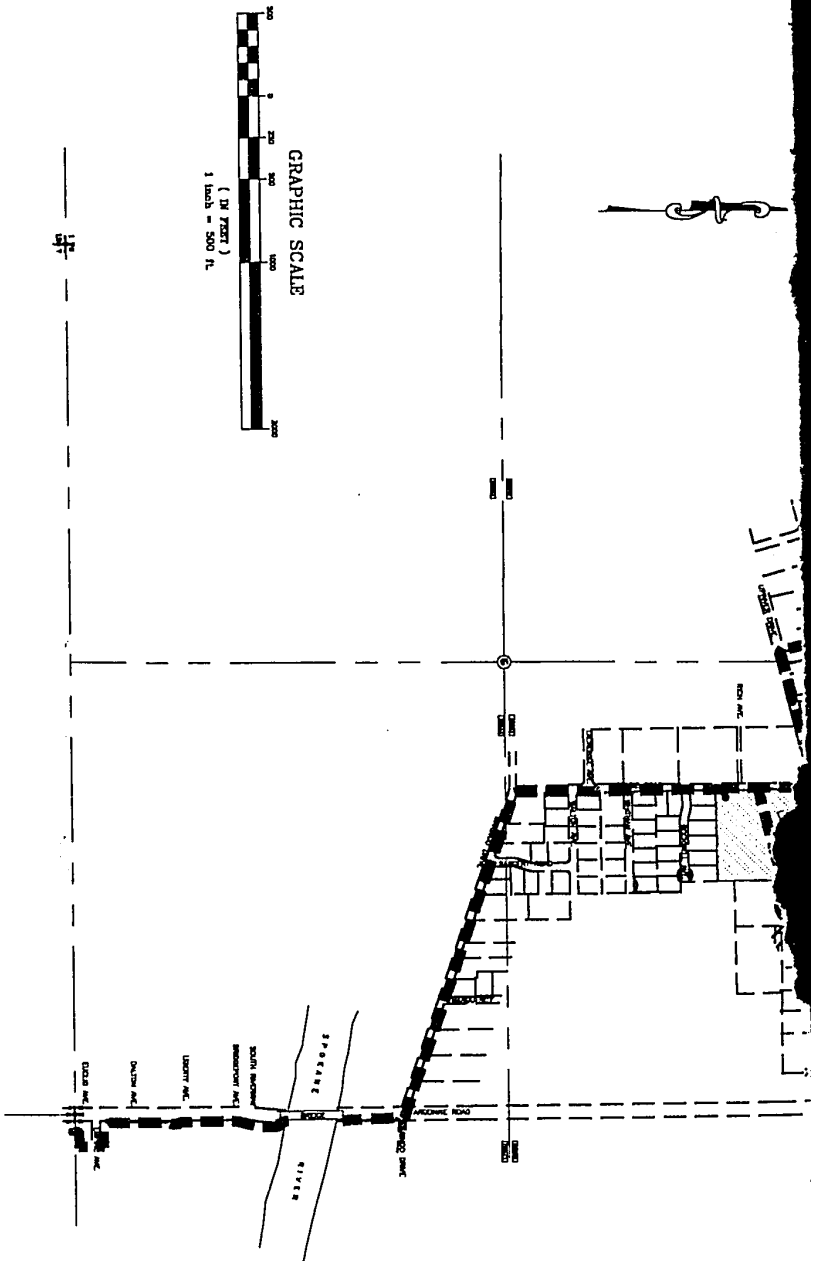
My appointment expires: 10-20-95

Approved as to form:

\_\_\_\_\_  
Christopher R. Ashenbrener  
Attorney at Law  
Attorney for Northwood Properties, Inc.

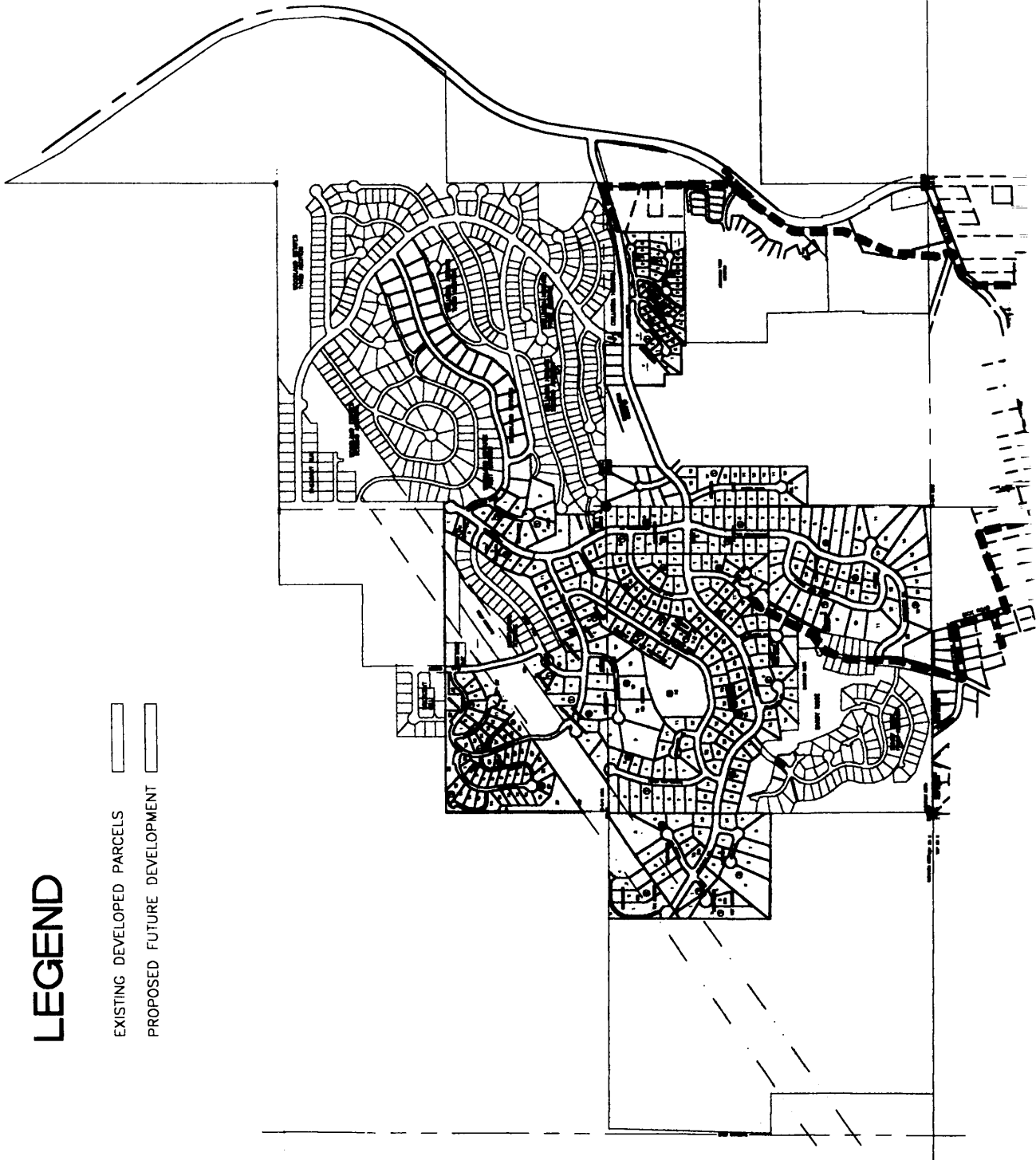
# SEWER EXTENSION

**SCALE AS SHOWN**



# LEGEND

- EXISTING DEVELOPED PARCELS
- PROPOSED FUTURE DEVELOPMENT



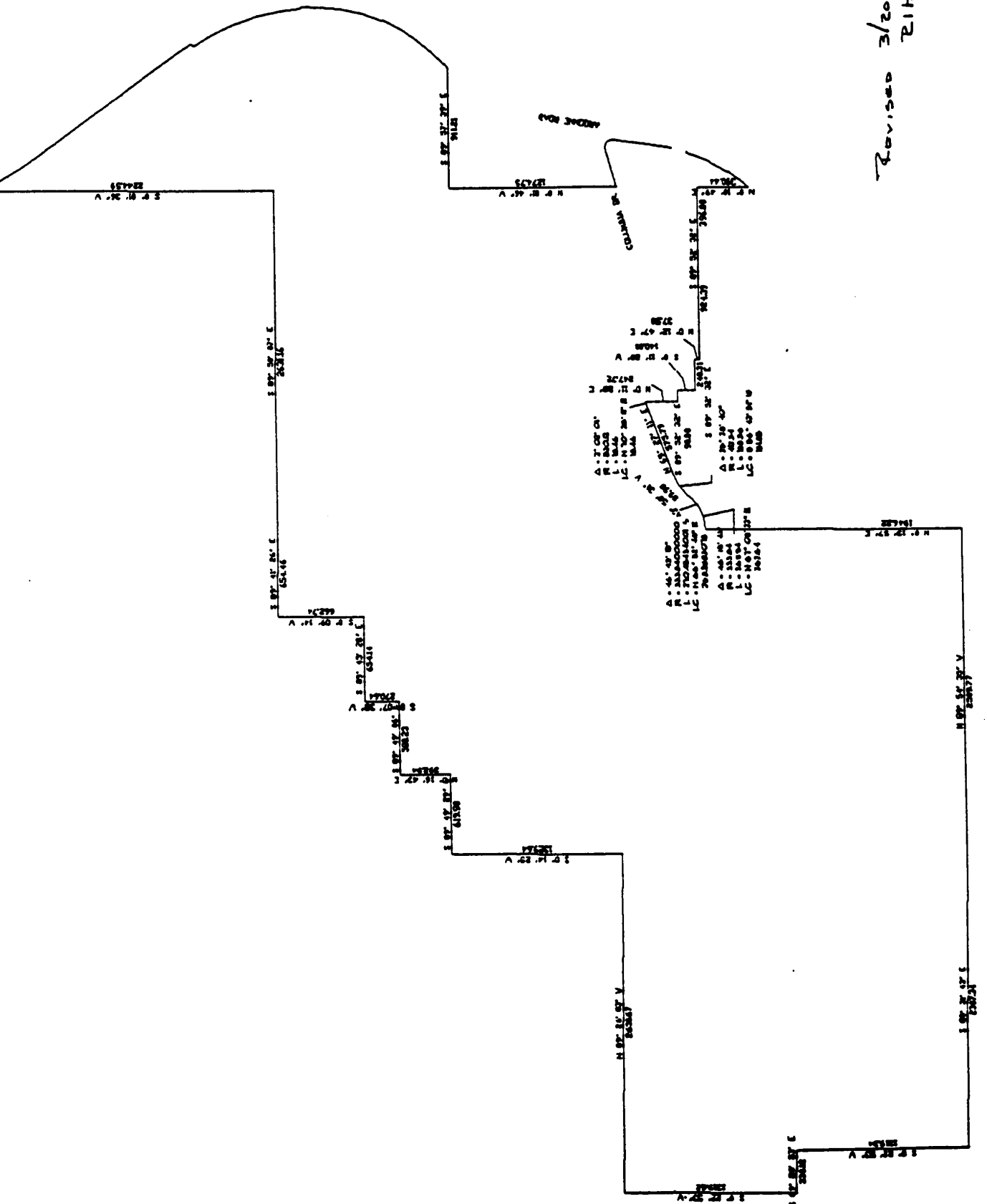
## Legal Description

This description includes portion of the southwest quarter of Section 29, Township 26, Range 44 lying west of Argonne Road, a portion of the northwest quarter of the southwest quarter of Section 32, Township 26, Range 44 lying west of Argonne Road, a portion of Section 31, Township 26, Range 44, and a portion of the southeast quarter of Section 36, Township 26, Range 43 in Spokane County, Washington, described as follows:

Beginning at the northeast corner of Section 31, Township 26, Range 44, thence North  $89^{\circ}50'07''$  West, a distance of 2631.16 feet to the north quarter corner of said Section 31; thence North  $89^{\circ}41'26''$  West on the north line of the northwest quarter of said Section 31, a distance of 654.46 feet to the northwest corner of the northeast quarter of the northeast quarter of the northwest quarter of said Section 31; thence South  $0^{\circ}09'14''$  West, a distance of 662.74 feet to the southwest corner of the northeast quarter of the northeast quarter of the northwest quarter; thence North  $89^{\circ}45'28''$  West, a distance of 654.14 feet to the northwest corner of the southwest quarter of the northeast quarter of the northwest quarter; thence South  $00^{\circ}07'38''$  West, a distance of 270.64 feet to the intersect with the extended north line of Short Plat No. 936-93; thence North  $89^{\circ}49'06''$  West on said north line 580.23 feet to the northwest corner of said Short Plat; thence South  $0^{\circ}16'43''$  East, a distance of 392.94 feet to the southwest corner of said Short Plat; thence North  $89^{\circ}49'29''$  West, a distance of 619.90 feet on the extended south line of said Short Plat to the east line of Section 36, Township 26 North, Range 43 East, Willamette

Meridian; thence South  $0^{\circ}14'25''$  West, a distance of 1329.64 feet to the east quarter of said Section 36; thence North  $89^{\circ}26'03''$  West, a distance of 2690.67 feet to the center quarter of Section 36; thence South  $00^{\circ}22'53''$  West, a distance of 1319.63 feet to the center south  $1/16$  of Section 36; thence South  $89^{\circ}28'53''$  East, a distance of 330.12 feet; thence South  $00^{\circ}22'53''$  West, a distance of 1319.34 feet to the south line of Section 36; thence South  $89^{\circ}31'43''$  East, a distance of 2307.34 feet to the southeast corner of Section 36; thence South  $89^{\circ}54'35''$  East, a distance of 2509.77 feet to the south quarter of Section 31; thence North  $00^{\circ}13'57''$  East, on the center of said Section 31, a distance of 1946.22 feet to a point on the southerly right-of-way of Columbia Drive, said point being a non-tangent curve the radius of which bears North  $2^{\circ}21'12''$  West; thence northeasterly along the southerly right-of-way of Columbia Drive the following (5) courses: thence along said curve being concave to the north having a radius of 333.84 through a central angle of  $46^{\circ}19'43''$  an arc distance of 269.94 feet; thence North  $43^{\circ}58'31''$  East a distance of 59.95 feet to the beginning of a 412.34 foot radius curve; thence northeasterly along said curve being concave to the southeast having a central angle of  $25^{\circ}28'40''$  an arc distance of 183.36 feet; thence North  $69^{\circ}27'11''$  East a distance of 575.79 feet, to the beginning of a 520.12 foot radius curve; thence northeasterly along said curve being concave to the southeast through a central angle of  $2^{\circ}02'01''$  an arc distance of 18.46 feet to the northwest corner of Lot 5, Block 1, of Northwood 7th Addition; thence the following (6) courses on the West and South boundary of said Northwood 7th Addition; thence South  $0^{\circ}11'28''$  West, a distance of 247.72 feet; thence South  $89^{\circ}52'32''$  East, a distance of 90.00 feet; thence South  $0^{\circ}11'28''$  West, a distance of 140.00 feet; thence South  $89^{\circ}52'32''$  East, a distance of 240.31 feet; thence South  $0^{\circ}12'47''$  West, a distance of 37.50 feet; thence

South  $89^{\circ}52'32''$  East, a distance of 924.39 feet to the southeast corner of Lot 9, Block 6 of said Northwood 7th Addition; thence continuing South  $89^{\circ}52'32''$  East, a distance of 396.00 feet to the east line to the southeast quarter of Section 31; thence South  $00^{\circ}10'49''$  West on the east line of the southeast quarter of Section 31, a distance of 390.44 feet to the northerly right-of-way of Argonne Road as per CRP #1251; thence northeasterly and northerly on said northerly and westerly right-of-way of Argonne Road to the southerly right-of-way of Columbia Drive; thence southwesterly on said southerly right-of-way of Columbia Drive to the west line of Section 32; thence North to the west quarter of said Section 32; thence North  $00^{\circ}01'46''$  West, a distance of 1274.75 feet on said west line of Section 32 to a point 46.26 feet south of measured at right angle to the north line of the southwest quarter, northwest quarter of Section 32; thence East parallel to said north line to the westerly right-of-way of Argonne Road; thence northeasterly and northerly on said west right-of-way to the north line of Section 32; thence continuing northerly and northwesterly to the west line of Section 29; thence South  $00^{\circ}01'36''$  West, a distance of 2244.59 feet on said west line to the TRUE POINT OF BEGINNING.



**Exhibit B-2****Fraser Estates**

That portion of the South Half of the South Half of Section 32, Township 26 North, Range 44 East, Willamette Meridian Spokane County, Washington lying Northwesterly of the centerline of Lehman Road; containing 83.3 acres, more or less.

**Exhibit B-3****West Valley School District**

Portion of Northeast one quarter, Section 6 Township 25 North, Range 44 East, Willamette Meridian.

Tracts 118 & 119, Replat No 2 of Pasadena Park as per Plat recorded in book "S" of Plats page 25, Spokane County, Washington and a portion of Tract 116 and vacated Right-of-Way of said Replat No 2 of Pasadena Park described as follows:

Commencing at the Southwest corner of said Tract 116; thence North on the West line of said Tract 116 a distance of 40.00 feet to the True Point of Beginning; thence continuing North a distance of 243.00 feet; thence North  $80^{\circ}23'$  East a distance of 106.00 feet; thence North  $02^{\circ}28'$  East a distance of 40.00 feet; thence North  $48^{\circ}43'$  East a distance of 72.00 feet more or less to the Southerly Right-of-Way of Upriver Drive; thence Southeasterly on said Right-of-Way to a point 20.00 feet Northerly of the North line of Tract 115; thence East parallel with and 20.00 feet North of said North line of Tract 115 to the East line of said Tract 116; thence South on said East line of Tract 116 to a point 152.00 feet North of the Southeast corner; thence Southwesterly to Point of Beginning.

**Exhibit B-4 and B-5**

**A & A Development-Mt View Apts & Mountain View Estates**

**South one half, Northeast one quarter, Northeast one quarter Section 31 Township  
26 North, Range 44 East Willamette Meridian  
AND**

**Tracts 238 and Tract 233, Replat No 2 of Pasadena Park as per plat recorded in book  
"S" of Plats, Page 25 lying Westerly of Argonne Road, Spokane County, Washington  
together with adjacent vacated 40 canal Right-of-Way.**

18 Withko

Vol. 1739 page 1742-4

FILE

RECORD

JUN 20

U.S. DEPT. OF JUSTICE

STANDARD

U.S. DEPT. OF JUSTICE

INTEROFFICE

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VCL.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
NORTHWOOD SIXTH ADDITION

A Residential Subdivision, Spokane County, Washington

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration"), made on the date hereinafter set forth, by NORTHWOOD PROPERTIES, INC., a Washington corporation; and MYRN G. GIBSON, formerly known as MYRN G. ZIEGWIED, as her separate property (collectively "Declarant"), is made with reference to the following facts:

A. Declarant is the Owner of a certain tract of land located in Spokane County, Washington, which property is more particularly described as follows (the "Property"):

The East 863 feet of the North Half of  
the Southeast Quarter of Section 36,  
Township 26 North, Range 43 East, W.M.,  
Spokane County, State of Washington.

B. Declarant has subdivided a portion of the Property (and intends to subdivide the balance of the Property in the future) into separate Lots and dedicated Streets, and has constructed or will construct thereon access roadways and certain common utility installations. The Lots will be sold to the general public (or to builders) for the construction of residential dwellings and the establishment of a planned residential community.

C. The development shall be hereinafter referred to as the "Project." Each Owner shall receive fee or equitable title to an individual Lot with the right to construct a residential Dwelling thereon. The Project utility services are all to be managed by third party government agencies or private entities. Accordingly, although the Project is adjacent to similar projects in the Northwood area, which are governed by homeowner's associations, the Owners of Lots within this Project will not become members of any formal association (unless such Owners elect to form a separate association under the terms of this Declaration).

D. Declarant intends by this document to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said Lots and the Owners thereof.

Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the

Property, and the Project, and every part thereof, in accordance with the plan for the improvement of the Property and the division thereof into a residential subdivision. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property or the Project.

ARTICLE 1DEFINITIONS

1.1 "Declarant" shall mean and refer to NORTHWOOD PROPERTIES, INC., a Washington corporation, and MYRN G. GIBSON, formerly known as MYRN G. ZIEGWIED, as her separate property, and their successors-in-interest and assigns with respect to the Property, but shall not include members of the public purchasing individual Lots in the Project.

1.2 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, as it may be amended from time to time.

1.3 "Dwelling" shall mean and refer to any residential structure (and appurtenant improvements) constructed or to be constructed upon any individually owned Lot in the Project.

1.4 "Lot" shall mean and refer to any particular and separately designated parcel of land resulting from subdivision of the Project according to the Subdivision Plat, and sold or held for sale to members of the general public. The term "Lot" shall not, however, include either the dedicated or private Streets or any portion of the Property which has not been platted (until a final plat thereof shall be approved and filed).

1.5 "Owner" or "Owners" shall mean and refer to the record holder or holders of fee or equitable title to a Lot in the Project. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a contract of sale (which contract or a notice thereof is recorded), the contract purchaser, rather than the fee owner, shall be considered the "Owner."

1.6 "Project" or "Property" (synonymous) shall mean and refer to all property described in Paragraph A of the Recitals above, including all structures and improvements erected or to be erected thereon. However, this Declaration shall have no effect upon unplatted portions of the Property or the Project, unless and until a final plat with respect thereto is recorded, at which time this Declaration shall automatically encumber any such newly platted area.

1.7 "Streets" shall refer to those streets showing on the subdivision plat, for use as public roadways, including cul-de-sacs. Streets may be either dedicated to Spokane County or maintained as private roadways, as reflected on the Subdivision Plat.

1.8 "Subdivision Plat" shall mean and refer to the plat of Northwood Sixth Addition, recorded in Book \_\_\_\_, at Pages \_\_\_\_ and \_\_\_\_ as Plat No. \_\_\_\_, records of Spokane County, Washington, any future plat of the presently unplatted portion of the Property, and any modifications and amendments thereto.

END OF ARTICLE 1 - DEFINITIONS

UTILITIES

2.1 Owner's Rights and Duties. The rights and duties of the Owners of Lots within the Project with respect to utilities shall be as follows:

(a) Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within the Project, which connections, or any portion thereof lie in or upon Lots owned by other than the Owner of a Lot served by said connections, the Owner of any Lot serviced by said connections shall have the right, and is hereby granted an easement to the full extent necessary therefor, to enter upon the Lots or to have the utility companies enter upon the Lots in or upon which said connections, or any portion thereof lie, to repair, replace and generally maintain said connections as and when necessary.

(b) Whenever sanitary sewer, water, electric, gas, television receiving, or telephone lines or connections are located or installed within the Project, which connections serve more than one Lot, the Owner of each Lot served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot.

2.2 Easements for Utilities and Maintenance. Easements over, under, and across the Property for the installation, repair, and maintenance of storm runoff, sanitary sewer, water, electric, gas, television receiving, telephone lines, and such other utilities as may be convenient to the Owners of Lots, and as may be hereafter reasonably required to service the Property, are hereby reserved by Declarant and its successors-in-interest and assigns, together with the right to grant and transfer the same; provided, however, that no such reservation or grant of an easement shall unreasonably interfere with the use or occupation of any Lot by its Owner, or with the construction of a Dwelling on any Lot.

2.3 Storm Sewer Maintenance. The easements described in Paragraph 2.2 above shall include, without limitation, perpetual, non-exclusive easements across the Property for collection of storm runoff which will be drained from the Project to other property. Each Owner of a Lot within the Project shall be responsible for the payment of an equal share of any cost of maintaining any portion of the storm collector system located within the Project or outside the Project, between the Project boundary and the Storm Sewer Pond owned and maintained by the Northwood Homeowners Association (except for portions of the collector system which may

be located in any public right-of-way). Such obligation to share in such costs may be enforced by lien rights against any non-participating Owner in the manner described in Paragraph 7.2 below. Further, each Owner of a Lot within the Project shall, pursuant to a separate agreement between Declarant herein and Northwood Homeowners Association, be responsible for payment of an equal share of the cost of operating, maintaining, and insuring the Storm Sewer Pond to which the storm runoff is directed. Such agreement shall provide that all costs relating to such Storm Sewer Pond shall be allocated equally among all Lots utilizing such Pond (including Lots within this Project, and other Lots within the jurisdiction of the Association), and such obligation shall be enforceable as a mortgage lien against any Lot failing to pay its share of such costs. However, the Lots within this Project shall have no voting rights in the Association, respecting such operation and maintenance, or otherwise.

2.4 Public Sewer Hook-Up. On behalf of itself and all future Owners of Lots within the Property, Declarant hereby declares that all Lots shall be and are subject to the obligation to hook on to the Spokane Valley or other public or quasi-public sanitary sewer system, which shall be available to the Property, and shall also be subject to the obligation to pay any then-current equalization or other charge required for hook-up into such system and any operation or maintenance charges thereafter.

2.5 Street Lighting. On behalf of itself and all future Owners of Lots within the Property, Declaration hereby declares that all Lots shall be and are subject to the obligation to pay an equal share of the electrical power expense pertaining to the operation of street lights within the Project, if street lighting shall be installed in the future. Declarant specifically contemplates that the bill for each Owner's share of such street lighting expense may be included on water billings submitted by Pasadena Park Irrigation District, or on such other utility billings as may be deemed appropriate from time to time. Declarant, however, makes no representation respecting the availability of street lighting at any time.

END OF ARTICLE 2 - UTILITIES

ARTICLE 3USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Property and each Lot therein is subject to the following:

3.1 Use of Individual Lots. No Lot or Dwelling shall be occupied and used except for single family residential purposes by the Owners, their tenants, and social guests; and no trade, business, profession, commercial or manufacturing enterprise or activity (other than home occupations) shall be conducted therein. As used in this Paragraph, the term "home occupation" shall mean only an occupation, profession or craft, carried on within a Dwelling by the Owner, which activity does not change the residential character of the Dwelling, is conducted in such a manner as to not create any outward appearance of a business in the ordinary meaning of the term (such as the use of advertising signs or the parking of excessive customer or business vehicles in the vicinity), and does not infringe upon the right of other Owners to enjoy peaceful occupancy of their Dwellings.

3.2 Nuisances. No noxious, illegal, or offensive activities shall be carried on in any Lot or Dwelling, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Lot, or which shall in any way increase any rate of insurance for any Owner within the Project, or cause any insurance policy to be cancelled or to cause a refusal to renew the same or otherwise conflict with the spirit of this Declaration in establishing a peaceful, residential community within the Project.

3.3 Vehicle and Equipment Restrictions. No trailer, camper, mobile home, recreational vehicle, commercial vehicle, bus, truck (other than standard size pickup truck), inoperable automobile, boat or similar equipment, and no vehicle which is in an extreme state of disrepair, shall be permitted to remain upon any Lot, or within any dedicated or private Street, other than temporarily (for purposes of loading and unloading of passengers or personal property), unless placed or maintained within an enclosed garage. Commercial vehicles shall not include sedans, service vans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be unobtrusive and inoffensive to the Owners of Lots in the vicinity. No noisy or smoky vehicles shall be operated on the Property. No off-road unlicensed motor vehicles shall be maintained or operated upon the Property. No goods, equipment, material, supplies or vehicles used in connection with any trade,

service, or business, wherever conducted, shall be kept, parked, stored, dismantled or repaired outdoors on any Lot, or on any dedicated Street within the Project.

3.4 Signs. No signs shall be displayed to the public view on any Lots or on any portion of the Property; provided that "For Sale" or "For Rent" signs shall be allowed provided they do not exceed five (5) square feet in size.

3.5 Animals. No animals, livestock, poultry or birds of any kind shall be raised, bred, or kept in any Lot or Dwelling, or on any portion of the Property; except that no more than two (2) usual and ordinary household pets such as dogs, cats, or birds, may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and that they are kept under reasonable control at all times, and that they are caged or leashed when not on the Lot where they belong.

3.6 Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed from the Property at each Owner's expense, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and concealed from view from the other Lots and from the dedicated Streets.

3.7 Right to Lease. Except for a Dwelling in possession of a lender following a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, the respective Dwellings shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) any rental for any period less than thirty (30) days, or (b) any rental if the occupants of the Dwelling are provided customary hotel service such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Subject to the foregoing restrictions, the Owners of the respective Lots shall have the absolute right to rent out the Dwellings, provided that the rental agreement is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration, and that the failure of the tenant to comply with the Declaration shall constitute a default under the rental agreement.

3.8 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Article 3 or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in the Project in reliance on one or more of

such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot agrees to hold Declarant harmless therefrom.

END OF ARTICLE 3 - USE RESTRICTIONS

ARTICLE 4ARCHITECTURAL CONTROL

4.1 Prohibition of Alteration and Improvement. Subject to the exemption of Declarant under Article 7, no building, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, accessory or utility building, or structure of any kind, and no site preparation (excavation, clearing or other preliminary work) shall be commenced, erected, painted or maintained upon the Property, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Architectural Control Committee (the "Committee") appointed by Declarant or the Owners as provided in this Article.

4.2 Plans and Approval. Plans and specifications showing the nature, kind, shape, height, color, size, materials and location of such improvements shall be submitted to the Committee for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation, all with reference to the architectural standards set forth in Paragraph 4.4, below. Further, no construction shall be commenced on any Lot, until the Committee shall have approved in writing the final location of all footings and foundations (as evidenced by physical staking) prior to placement of forms. No permission or approval shall be required to rebuild in accordance with plans and specifications previously approved by the Committee for that Lot. No landscaping of patios or yards visible from the street shall be undertaken by any Owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Committee.

All decisions by the Architectural Control Committee shall be by majority vote. Neither the Committee nor any of its members shall be liable to any Owner for any decision made by the Committee which is made in good faith and in accordance with this Article 4.

4.3 Appointment of Architectural Control Committee. The Committee shall consist of three (3) members who shall be appointed as follows:

(a) The Declarant may appoint all members of the Committee and all replacements until the fifth anniversary of the recordation of this Declaration. Thereafter, Declarant reserves to itself the power to appoint a majority of the members of the Committee, until ninety-five percent (95%)

of all Lots in the overall Project (including future Lots on the presently unplatted portion) have been sold or until the tenth anniversary of the recordation of this Declaration, whichever first occurs. Committee members appointed by the Declarant need not be Members of the Association. The initial members of the Committee shall be the following individuals:

Theodore G. Gunning  
Dianne D. Gunning  
Roy L. Wyatt

(b) After five (5) years from the date of the recordation of this Declaration, all members of the Committee who are not appointed by the Declarant shall be elected by the majority vote of the Owners of Lots within the Project (one [1] vote per Lot per position available). Voting shall be by written ballot delivered to each Lot (without a formal meeting) by any person desiring to hold the election, and each Owner shall have at least two (2) weeks from the date of delivery of the notification within which to respond. Unless and until such election is held, the Declarant shall be entitled to continue to appoint all members of the Committee. Committee members elected by the Owners shall be from the membership of the Association.

(c) Each member of the Committee shall serve until he or she retires or is replaced. Any vacancy on the Committee caused by retirement, death, incapacity, or any other reason shall be filled by the remaining Committee members until a replacement is appointed or elected as provided in this paragraph.

4.4 Architectural Standards. It is the intent of this Declaration to avoid a mixture of architecture which would create disharmony of design and appearance as determined by the Architectural Control Committee. In furtherance of this objective, and subject to the waiver power of the Committee as set forth in Paragraph 4.5 below, the following standards shall apply:

(a) No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any Lot other than one detached Dwelling for single family occupancy only, with a private garage. Notwithstanding the foregoing, the Owner of two adjacent Lots may construct his Dwelling across the line between his Lots, or otherwise without regard for the setback requirements pertaining to that line.

(b) All roofs shall be constructed of good quality natural or manufactured wood shakes/shingles or tile consistent with the architectural design of the balance of the Dwelling.

(c) All siding shall be of rough-sawn cedar, redwood, or other high-quality material (excluding, for example, T-111 plywood siding and other single-wall construction).

(d) Colors shall be limited to subdued tones specifically approved by the Committee.

(e) All Dwellings shall have enclosed garages of at least 20 feet by 22 feet in size, completely sealed interior walls and ceilings, and with fully improved driveways to the Street; provided that said driveways shall be of a hard surface material, such as exposed aggregate, asphalt, or concrete; and provided, further, that all such driveways shall be no wider than 16 feet within the first 15 feet adjacent to the dedicated Street.

(f) The design and placement of mailboxes, newspaper receptacles and street address labelling shall be a part of and in aesthetic harmony with the landscape and construction plans submitted and approved under this Article 4. No commercial newspaper "tubes" shall be allowed.

(g) All accessory buildings shall be placed within the rear or interior side yard area of each Lot and shall not be of a material inconsistent with the architecture, materials or color scheme of the Dwelling on that Lot.

(h) The design of the Dwelling and its placement on the Lot shall reflect a minimum impact on the existing slopes, vegetation and views, and shall minimize the impact on the view of adjoining Lots (present or proposed), whether currently occupied or not. Judgments of the Committee as to impact on view shall be final.

(i) No building shall be located on any Lot nearer than 40 feet from the front Lot line, nor nearer than 25 feet from a side street line and shall otherwise be in full compliance with the setback requirements of the Spokane County Zoning Ordinance. Each Dwelling shall also be set back at least 12 feet from each side Lot line (or 5 feet from the interior side Lot line for a corner Lot) and shall have a total of at least 30 feet of combined set back from both side Lot lines. No Dwelling on a corner Lot shall have its principal orientation to the side street, the side street being that which provides the longest lineal frontage for that Lot.

(j) No fence, wall, hedge or mass planting, other than foundation planting, may extend nearer to a street than the minimum setback line of the Dwelling as constructed. However, nothing in this subparagraph shall prevent the erection of a necessary retaining wall, the top of which does not extend more than three (3) feet above finished.

grade at the back of the retaining wall. No wire, cyclone or metal fencing of any kind shall be placed so as to be visible from any dedicated Streets. However, a chain link dog run may be allowed so long as it is enclosed within a yard fence otherwise approved by the Committee.

(k) No radio, citizens band, or other communication antenna shall be erected upon any Lot or Dwelling, except for standard television antennas which are unobtrusive and inoffensive, as determined by the Board. Any television receiving radar dish which is constructed on a Lot shall be substantially concealed from view from all neighboring Lots and the Streets, by landscaping or other structural barrier as may be approved by the Committee.

(l) No trailer, basement, tent, shack, garage, barn, camper or other outbuilding or any structure of a temporary character erected or placed on any Lot shall at any time be used as a residence.

(m) All exterior lighting shall be low intensity and shall be limited to landscaping or structural accent lighting.

(n) Energy generating and storage facilities, including, but not limited to, solar panels and their appurtenances, windmills and other wind-propelled equipment, fuel tanks, auxiliary generators, heat pumps and air conditioning compressors shall be designed and placed in aesthetic harmony with the other improvements to which they are appurtenant, and shall be insulated so as not to produce an unreasonable level of noise.

4.5 Waiver by Architectural Control Committee. Notwithstanding the guidelines set forth in Paragraph 4.4, the Committee shall have the right, by majority vote, to waive any of the architectural standards relating to colors, materials, and type of construction, provided the Owner is able to satisfy the Committee that the proposed colors, materials, and/or type of construction are at least equivalent (in quality and attractiveness) to the above standards and would not otherwise be inconsistent with the overall harmony of design and appearance of the Project.

4.6 Remedies. Strict compliance with the provisions of this Article 4 is hereby declared to be of paramount importance to the physical appearance and well being of the Project. Accordingly, in addition to any other remedy that may be available at law or in equity, any party seeking enforcement of this Article 4 shall be entitled to specifically enforce the terms hereof by injunction or otherwise, including, without limitation, the right to compel any structure which does not comply with the requirements of this

Article 4 to be removed to the extent necessary to ensure compliance.

4.7 Construction Completion Requirements. Any Dwelling or other structure erected or placed on any Lot shall be completed as to external appearance, including finished painting and front and side yard landscaping (and, in the case of a corner Lot, rear yard landscaping) pursuant to approved plans and specifications, within nine (9) months from the date of commencement of construction, and in any case prior to the expiration of three (3) years from the closing of the initial sale of that Lot by Declarant to the initial buyer. The Owner of each Lot shall, as soon as reasonably possible after occupying the Dwelling, continue landscaping rear yard areas, pursuant to the approved landscape plans.

END OF ARTICLE 4 - ARCHITECTURAL CONTROL

ARTICLE 5PRIVATE STREETS

Each Owner of a Lot having frontage on a private Street within the Project (as designated on the Subdivision Plat), and regardless of whether frontage is also available on a dedicated Street, shall have an equal undivided fee title interest in such private Street along with all other such Owners having frontage on such private Street, and such undivided interest shall be deemed appurtenant to each such Lot and shall be transferred and encumbered along with each such Lot, whether or not such interest is identified in any conveyance or encumbrance thereof. Each such Owner shall also have a non-exclusive easement over and across such private Street (and any extension thereof, as created by future platting), for purposes of ingress, egress, and utility installation between his Lot and the dedicated Street. Additionally, each such Owner shall be responsible for an equal share of all costs of operation, maintenance, repair, and snow removal for such Street, which work shall be conducted according to majority vote of all Owners having a interest in and who shall be serviced by such private Street (one vote per Lot). Such obligation shall become a lien against each such Lot, enforceable as a mortgage in favor of each remaining Lot Owner.

END OF ARTICLE 5 - PRIVATE STREETS

ARTICLE 6OPTIONAL COMMUNITY ASSOCIATION

6.1 Purpose of Community Association. At any time after recordation of this Declaration, and if Declarant (while Declarant remains an Owner of any Lot) shall agree in writing, the Owners may form a Community Association, which may have, among other things, for its purposes, the contracting for utility services, the ownership and/or maintenance of community utilities, the establishment of common areas and facilities, the enforcement of covenants, restrictions and easements existing upon or created for the benefit of the Property, and the fostering of acquaintances and friendships among the Owners.

6.2 Method of Formation. A Community Association formation may be initiated by Declarant (for so long as Declarant remains an Owner of any Lot), and one or more record Owners. Said Owner(s) must give thirty (30) days' written notice to all other record Owners by personal delivery or by registered or certified mail delivered to the respective Lots or other known addresses. The notice shall state that said Owner(s) propose to form a Community Association and shall fix a time and place for a meeting of Owners, to be held in Spokane County, Washington, not less than ten (10) nor more than forty (40) days after the date of said notice, to vote upon said proposal, and to arrange for preparation and adoption of Association constituent documents (Articles of Incorporation, Bylaws, etc.). Each Owner shall have the right to vote at such meeting in person or by proxy. If the Owners of three-fourths (3/4) of all Lots voting in person or by proxy at a meeting called for such purpose, vote in favor of a Community Association, and if Declarant (while an Owner) agrees in writing to the formation of the Association, the Community Association shall be established.

6.3 Dues and Assessments/Covenants. The Articles, Bylaws and/or equivalent documents of the Community Association may provide for dues and assessments to finance the Association. if dues and assessments are provided for, the documents shall provide that delinquent dues and assessments shall constitute a lien upon the Lot(s) of the Property owned by the delinquent member of the Association, enforceable by a foreclosure as a mortgage. Upon recording, such documents will be considered as additional covenants having the same force and effect as the other provisions herein and shall be binding upon all Owners.

END OF ARTICLE 6 - OPTIONAL COMMUNITY ASSOCIATION

ARTICLE 7GENERAL PROVISIONS

7.1 Enforcement. Any Owner, and any governmental or quasi-governmental agency or municipality having jurisdiction over the Project shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration, and in such action shall be entitled to recover costs and reasonable attorneys' fees as are ordered by the Court. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Lien Rights. Any reasonable costs incurred by any Lot Owner in order to bring another Lot into compliance with the requirement of this Declaration shall become a lien against the non-conforming Lot, forecloseable as a mortgage, and any such amount shall bear interest at the rate of eighteen percent (18%) per annum until paid; subject, however, to the following:

(a) Written notice of the non-conforming condition shall be delivered to the Owner of the subject Lot, and such Owner shall be given sixty (60) days to bring his Lot into compliance (or to begin reasonable and diligent efforts to bring his Lot into compliance);

(b) A lien shall not be effective until a Notice of Lien shall have been filed with the Auditor's Office of Spokane County, after the expiration of such sixty (60) day period;

(c) The lien shall automatically terminate unless a foreclosure action shall have been commenced by Declarant or by the Owners of at least two (2) Lots in the Project, within sixty (60) days following recordation of the Notice of Lien.

7.3 Invalidity of Any Provision. Should any provision of this Declaration be declared invalid or in conflict with any law, the validity of all other provisions shall remain unaffected and in full force and effect.

7.4 Future Platting. Declarant hereby reserves the right to plat the presently unplatted portion of the Property. The configuration of the Plat shall be in the sole and absolute discretion of Declarant; provided, however, that once such plat shall become finalized and recorded, all Lots within such plat shall become subject to the provisions of this Declaration.

7.5 Amendments. This Declaration may be amended at any time and in any manner by the approval of Declarant (while Declarant remains an Owner) and by the vote or written assent of the Owners of three-fourths (3/4) of all Lots (one [1] vote per Lot, including Lots owned by Declarant), pursuant to notice and a meeting given in the manner described in Article 5 above.

7.6 Limitation of Restrictions on Declarant. Declarant is performing certain work in connection with the subdivision of the Property and the construction of community improvements thereon. The completion of that work and the sale of Lots is essential to the establishment and welfare of the Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its contractors, or subcontractors from doing on the Property or any Lot, whatever is reasonably necessary or advisable in connection with the completion of the work; or

(b) Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Property, such structures as may be reasonable and necessary for the conduct of its business of completing said work and establishing said Property as a residential community and disposing of the same in parcels by sale, lease or otherwise; or

(c) Prevent Declarant from maintaining such sign or signs on any of the Property as may be necessary for the sale, lease or disposition thereof; or

(d) Prevent Declarant from maintaining and/or operating such construction or other vehicles on the Property as may be reasonably necessary for the completion of the work.

So long as Declarant, its successors-in-interest and assigns, owns one or more of the Lots established and described in this Declaration and except as otherwise specifically provided herein, Declarant, its successors and assigns, shall be subject to the provisions of this Declaration.

END OF ARTICLE 7 - GENERAL PROVISIONS

The undersigned, being the Declarant herein, has executed this Declaration on ~~March~~ <sup>APRIL</sup> 7<sup>th</sup>, 1988.

DECLARANT:

NORTHWOOD PROPERTIES, INC., a Washington corporation

By: Theodore G. Gunning  
Theodore Gunning  
President

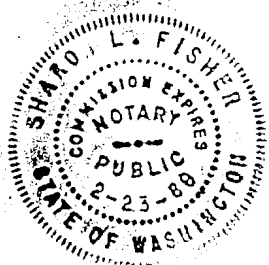
By: Dianne D. Gunning  
DIANNE D. GUNNING  
Secretary/Treasurer

Theodore G. Gunning  
MYRN G. GIBSON, formerly known  
as MYRN G. ZIEGWIED, by  
THEODORE G. GUNNING, her  
attorney-in-fact

STATE OF WASHINGTON )  
: ss.  
County of Spokane )

On this 7<sup>th</sup> day of ~~March~~ <sup>April</sup>, 1988, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared THEODORE G. GUNNING, to me known to be the President of NORTHWOOD PROPERTIES, INC., the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Sharon L. Fisher  
Notary Public in and for the State  
of Washington, residing at Spokane

STATE OF WASHINGTON )

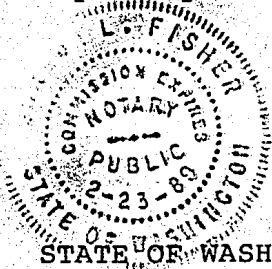
OFF. VOL. 961 PAGE 130

:ss.

County of Spokane )

On this 7th day of <sup>April</sup>~~March~~, 1988, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DIANNE G. GUNNING, to me known to be the Secretary/Treasurer of NORTHWOOD PROPERTIES, INC., the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.



Sharon L. Fisher  
Notary Public in and for the State  
of Washington, residing at Neenah Lake

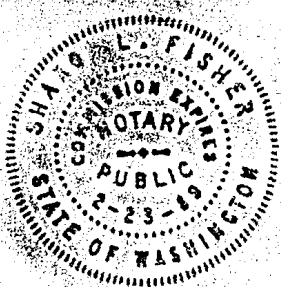
STATE OF WASHINGTON )

:ss.

County of Spokane )

On this day personally appeared before me, Sharon  
L. Fisher, a Notary Public in and for the State of Washington, THEODORE G. GUNNING, to me known to be the individual described in and who executed the within and foregoing instrument as attorney in fact of MYRN G. GIBSON, formerly known as MYRN G. ZIEGWIED, therein described, and acknowledged to me that he signed and sealed the said instrument as such attorney in fact for said principal, freely and voluntarily, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said MYRN G. GIBSON is now living.

April~~March~~, 1988. GIVEN under my hand and official seal this 7th day of



Sharon L. Fisher  
Notary Public in and for the State  
of Washington, residing at Neenah Lake

CONSENT TO RECORDATION OF DECLARATION

FARMERS & MERCHANTS BANK OF ROCKFORD, which is the holder of a First Deed of Trust covering the Property described in the foregoing Declaration, hereby acknowledges that it has read and approves the Declaration, and agrees that the lien of said Deed of Trust shall be subject to the Declaration to the same extent as though the Declaration were executed and recorded prior to the Deed of Trust.

DATED this 7<sup>th</sup> day of <sup>April</sup> ~~March~~, 1988.

FARMERS & MERCHANTS BANK OF  
ROCKFORD

By: *Duane J. Brandon*  
*Executive Vice President* (Title)

By: \_\_\_\_\_  
(Title)

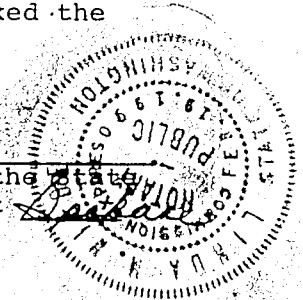
STATE OF WASHINGTON )  
 ) ss.  
 County of Spokane )

On this 7<sup>th</sup> day of April, 1988, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DUANE L. BRANDENBURG and                     , to me known to be the Executive Vice President and                      of Farmers & Merchants Bank, the Corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said Corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

*Linda N. Mike*

Notary Public in and for the State  
 of Washington, residing at Spokane



ELECTION RETURN

REQUEST OF Lee Hunning

APR 8 9 59 AM '88

WILLIAM E. DONAHUE  
 AUDITOR  
 SPOKANE COUNTY, WASH  
 DEPUTY

2600

SNELL

EFW19A/C - 3/25/88

E. 9616 Montgomery  
 99206

9110080132

Affects Portions of Parcels 36364.0207, 36364.0208, 36364.0211, 36364.0212, 36364.0309, 36364.0308 and 46313.9046

**ASSIGNMENT AND CONVEYANCE OF BENEFICIAL INTEREST  
IN  
STORMWATER DRAINAGE EASEMENTS  
NORTHWOOD 6TH ADDITION**

VOL. 1228 PAGE 1814

This Assignment Agreement and Conveyance is made and entered into this 13th day of July 1991, by and between NORTHWOOD PROPERTIES, INC., a Washington Corporation (NPI), and NORTHWOOD HOMEOWNER'S ASSOCIATION, a Washington non-profit corporation (NWA), hereinafter collectively referred to as **Assignor**, and SPOKANE COUNTY, a Political Subdivision of the State of Washington, as **Assignee**.

### RECITALS

A. NPI was the developer of that certain subdivision located in Spokane County, Washington, known as NORTHWOOD 6TH ADDITION.

B. The Declaration of Covenants, Conditions and Restrictions of NORTHWOOD 6TH ADDITION, filed under Auditor's No. 8804080092, reserved certain easements for the maintenance of "storm runoff" to **Assignor** NPI and its successors-in-interest and assigns, as well as the right to grant and transfer the same.

C. Such Declaration of Covenants also makes each owner of a lot within the subdivision responsible for the payment of maintenance costs for the Storm Collector System payable to NWA, which Association by separate agreement was charged with the operation, maintenance and insurance of the storm sewer pond to which the stormwater drainage in this particular subdivision was directed.

D. **Assignee** intends to form a Stormwater Drainage Service Area ("Service Area") which will include all of NORTHWOOD 6TH ADDITION as well as other subdivisions, both existing and to be subsequently developed, in the NORTHWOOD area of Spokane County, pursuant to R.C.W. 36.89 and Chapter 9.14 of the Spokane County Code.

E. The final plat of NORTHWOOD 6TH ADDITION creates a series of drainage easements for purposes of the storm collector system for the various lots in the subdivision, which easements eventually drain off-site into a pond being commonly referred to as Pond "A". The dedication of the plat provides that such easements are for purposes of installing, operating and maintaining stormwater drainage facilities to dispose of stormwater runoff.

F. **Assignee** will levy service charges on the properties with the Service Area to reimburse **Assignee** for the costs of maintaining and operating the storm collector system for NORTHWOOD 6TH ADDITION, POND "A" and other stormwater facilities serving properties in The Service Area.

K. E. Excise Tax Exempt

Date Oct 7 1991

Spokane County Treas,

*[Signature]*

G. By this agreement, **Assignors** intend to provide for the transfer of their beneficial interest in the various easements for the storm collector system to **Assignee**, in consideration of **Assignee** assuming and agreeing to be responsible for the maintenance and operation of such stormwater collection system, and Pond "A".

In consideration of the above recitals  
and the mutual covenants hereinafter  
set forth, the parties agree as follows:

1. **Assignor's** hereby assign, convey and quit claim to **Assignee** all of it's beneficial interest, both legal and equitable, in those certain drainage easements for a storm collector system created by virtue of dedication of the Plat of the NORTHWOOD 6TH ADDITION, as well as by virtue of the Declaration of Covenants, Conditions and Restrictions of NORTHWOOD 6TH ADDITION. Pursuant to this assignment, **Assignee** shall be entitled to utilize the Beneficial Interest of the easements hereby assigned for all subdivisions, and real property included in the "Service Area" being created by **Assignee** including existing subdivisions as well as those hereafter developed.

2. **Assignor** NPI hereby conveys and quit-claims to **Assignee** those storm drainage easements shown on the face of the plat for NORTHWOOD 6TH ADDITION, as well as all such stormwater easements needed by **Assignee** to maintain, operate and access The Storm Collector System in said plat draining off-site to Pond "A". The legal description of Pond "A" is described as follows:

That portion of the Southwest quarter of Section  
31, Township 26 North, Range 44 East, W.M.,  
Spokane County, Washington described as follows:

Beginning at the Southwest corner of Lot B, Block  
2 of Short Plat No. SP-82-208, as recorded in Short  
Plat Book 2, Pages 68 - 69, Spokane County Auditor's  
File No. 8308150267; thence South 4 21' 32" East  
a distance of 138.95 feet to the true point of  
beginning; thence along the North line of the South  
30 acres of Government Lot 4 of said Southwest quarter  
North 89 52' 32" West 75 feet; thence North 38 39'  
15" West, 89.15 feet; thence North 04 21' 32" West  
94.45 feet; thence 31 03' 48" East, 152.39 feet;  
thence North 50 00' 00" East, 12.52 feet; thence  
South 04 21' 32" East, 268.48 feet to the True Point  
of Beginning.

Situate in the County of Spokane, State of Washington.

3. Assignor NWHA hereby assigns and transfers to Assignee both its obligation to maintain and operate Pond "A" for the benefit of the various lot owners of NORTHWOOD 6TH ADDITION, and adjacent property specified in the NORTHWOOD 6TH ADDITION COVENANTS, as well as its right to reimbursement from such lot owners for such services.

4. Assignee agrees to assume all obligations of Assignor NWHA in conjunction with the operation and maintenance of Pond "A", as referenced in the NORTHWOOD 6TH ADDITION Covenants, and to assume full responsibility for maintaining and operating the storm collector system for NORTHWOOD 6TH ADDITION draining into Pond "A".

IN WITNESS whereof, the parties signed this agreement the day and year first above written.

SPOKANE COUNTY

By the Board of County Commissioners

ATTEST:

WILLIAM E. DONAHUE  
Clerk of the Board

By: *Sharon Montague*  
DEPUTY CLERK

*John R. McBride*  
JOHN R. McBRIDE, CHAIR

*Patricia A. Mumme*  
PATRICIA A. MUMMEY

*Steven Hasson*  
STEVEN HASSON

NORTHWOOD PROPERTIES, INC., a  
Washington Corporation

*Theodore G. Gunning*  
THEODORE G. GUNNING, President

By: *Diane D. Gunning*  
DIANE D. GUNNING, Secretary/Treasurer

STATE OF WASHINGTON )

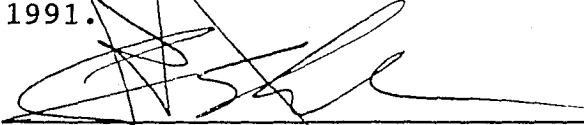
) ss.

COUNTY OF SPOKANE )

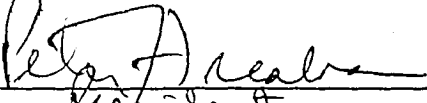
On this day personally appeared before me Theodore G. Gunning, to me known to be the President and Diane D. Gunning, to me known to be the Secretary/Treasurer, respectively of NORTHWOOD PROPERTIES, INC., the corporation that executed the foregoing

instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to executed the said instrument.

GIVEN under my hand and official seal this 5<sup>th</sup> day of Sept, 1991.

  
NOTARY PUBLIC in and for the State  
of Washington, residing at Spokane.  
My Commission Expires: 9-15-91

NORTHWOOD HOMEOWNER'S ASSOCIATION  
A Washington Non-Profit Corporation

By   
Its: President

STATE OF WASHINGTON )

COUNTY OF SPOKANE )

) ss.

On this day personally appeared before me Peter Ficalora, represented as the President of NORTHWOOD HOMEOWNER'S ASSOCIATION, the Washington Non-Profit Corporation that executed the foregoing instrument, and acknowledged the said instrument be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

GIVEN under my hand and official seal this 3<sup>rd</sup> day of Sept., 1991.

Stephen R. Matthews  
NOTARY PUBLIC in and for the State  
of Washington, residing at Spokane.  
My Commission Expires: Aug 1, 1993



c:\northwood drainage #3\d-3

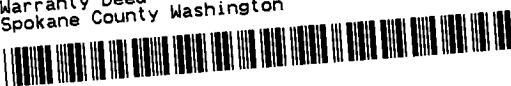
RECEIVED  
CO. ENG  
EST 10 07 AM '91  
WILLIAM E. DONAHUE  
AUDITOR  
SPOKANE, COUNTY, WASH.

INTEROFFICE

MM

HOV

05/22/2009 12:21:17 PM  
 Recording Fee \$43.00 Page 1 of 2  
 Warranty Deed NRLL EAST LLC  
 Spokane County Washington



**WHEN RECORDED MAIL THIS**

**DEED TO:**  
 NRLL East, LLC  
 Attn: Deeds Dept  
 1 Mauchly  
 Irvine, CA 92618

**STATUTORY WARRANTY DEED**

Recording Requested By  
 N.R.L.L. East, LLC, a Florida Limited Liability Company

Reference No. 503-735

**THE UNDERSIGNED GRANTOR(S) DECLARE(S)**

DOCUMENTARY TRANSFER TAX is \$89.85

- ☒ computed on full value of property conveyed, or  
☐ computed on full value less value of liens or encumbrances remaining at time of sale  
☒ unincorporated area ☐ city of \_\_\_\_\_, AND

**THE GRANTOR(S)** N.R.L.L. East, LLC, a Florida limited liability company

For and in consideration of \$4,766.67

In hand paid, conveys, and warrants to Lafect Michael Campbell, a single man  
Mail Tax Statements 1120 14th Ave, S #105, Seattle WA 98144

The following described real estate, situated in the County of Spokane State of Washington:

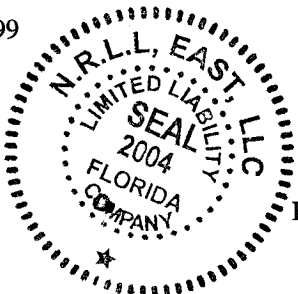
Portion of the East 863 feet of the Northeast quarter of the Southeast quarter in section 36, township 26 North, range 43 East, W.M.; see exhibit "A" attached hereto and made a part hereof for more particulars.

The Grantor expressly reserves all minerals, including oil, coal, gas, metals, mineable rock products, sand, gravel, peat, and any and all other mineral rights, whether or not appearing in the public record in, on and under the above described land to the extent provided by applicable state law.

Pursuant to RCW 64.04.030, this conveyance is made subject to all valid restrictive covenants, easements, and rights of way, if any, of record, or which may be apparent from an inspection of the premises.

APN # 36364-9099

Dated 5/08/2009



N.R.L.L. East, LLC,  
 A Florida Limited Liability Company

BY: Jennyfer Newton  
 Director of Operations

STATE OF CALIFORNIA }  
 } SS.  
 COUNTY OF ORANGE }

BY: Michelle Trotter  
 Deeds Supervisor

ON 5/8/09 BEFORE ME, Maria Ruiz, NOTARY PUBLIC,  
 PERSONALLY APPEARED Jennyfer Newton and Michelle Trotter

[ ] PERSONALLY KNOWN TO ME - OR - [X] PROVED TO ME ON THE BASIS OF  
 SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO  
 THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED  
 THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR  
 SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF  
 WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT. WITNESS MY HAND AND  
 OFFICIAL SEAL

[Signature]  
 Signature of Notary



MAIL TAX STATEMENTS AS DIRECTED ABOVE

5/22/2009 CBG

\$89.85 200904965

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**APN: 36364-9099**

THE FOLLOWING DESCRIBED REAL PROPERTY LYING AND BEING IN THE COUNTY OF SPOKANE, STATE OF WA, TO WIT:

PORTION OF THE EAST 863 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 36, TOWNSHIP 26 NORTH, RANGE 43 EAST, W.M., LYING WESTERLY OF THE PLATS OF NORTHWOOD 6<sup>TH</sup> ADDITION AND NORTHWOOD 6<sup>TH</sup> FIRST ADDITION; AND PORTION OF LOT 1 IN BLOCK 1 OF NORTHWOOD 6<sup>TH</sup> ADDITION AS PER PLAT THEREOF RECORDED IN VOLUME 18 OF PLATS, PAGE 74, LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING MOST SOUTHERLY CORNER OF SAID LOT 1, THENCE NORTH 34 DEGREES 21-59" WEST, 166 FEET TO POINT OF BEGINNING; THENCE NORTH 55 DEGREES 38'01" EAST, 63.20 FEET TO POINT OF TERMINUS ON SOUTHWESTERLY RIGHT OF WAY OF COLUMBIA DRIVE; SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

THE ABOVE LEGAL DESCRIPTION IS PROPERTY BEING SOLD AS A VACANT LOT AND AS SUCH HAS NOT BEEN ASSIGNED A PROPER STREET NUMBER, SUCH STREET NUMBER SHALL BE DULY ASSIGNED IN THE FUTURE SHOULD ANY HOUSING DEVELOPMENT OCCUR ON SAID LOT.

**CONTRACT ID: 503-735**



JOSEPH G. CARROLL, P.S.  
12929 EAST SPRAGUE AVENUE  
SPOKANE VALLEY, WA 99216

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Reference Numbers of Related Documents: \_\_\_\_\_

Grantors: PASADENA PARK IRRIGATION DISTRICT NO. 17

Grantee: THE PUBLIC

Abbreviated Legal Description: Ptn SW 1/4 36-26N-43EWM Additional on pp 2 & 3 of Order  
Assessor's Tax Parcel ID#:

36364.0104	36364.0302	36364.0408	36364.0605	36364.0618	36364.0631	36364.0802
36364.0201	36364.0303	36364.0409	36364.0606	36364.0619	36364.0632	36364.0803
36364.0202	36364.0304	36364.0410	36364.0607	36364.0620	36364.0701	36364.0804
36364.0203	36364.0306	36364.0411	36364.0608	36364.0621	36364.0702	36364.0805
36364.0204	36364.0307	36364.0502	36364.0609	36364.0622	36364.0703	36364.0901
36364.0205	36364.0308	36364.0504	36364.0610	36364.0623	36364.0704	36364.9040
36364.0206	36364.0309	36364.0505	36364.0611	36364.0624	36364.0705	36364.9052
36364.0207	36364.0310	36364.0506	36364.0612	36364.0625	36364.0706	36364.9064
36364.0208	36364.0312	36364.0512	36364.0613	36364.0626	36364.0707	36364.9065
36364.0209	36364.0313	36364.0601	36364.0614	36364.0627	36364.0708	36364.9066
36364.0210	36364.0314	36364.0602	36364.0615	36364.0628	36364.0709	36364.9097
36364.0211	36364.0401	36364.0603	36364.0616	36364.0629	36364.0710	36364.9099
36364.0212	36364.0402	36364.0604	36364.0617	36364.0630	36364.0801	36364.9123
36364.0301	36364.0407					

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**CERTIFIED ORDER INCLUDING LANDS  
AND REDEFINING BOUNDARIES OF THE DISTRICT**

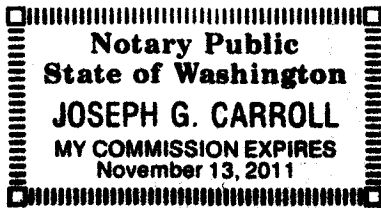
STATE OF WASHINGTON     )  
                                          ) ss.  
County of Spokane         )

The undersigned, BRUCE DAVIDSON, Manager of Pasadena Park Irrigation District No. 17, hereby certifies that the attached copy of Resolution 11-09-05, Order Including Lands and Redefining Boundaries of the District (Valley Springs Annexation), is a true, correct and complete copy of Resolution 11-09-05, Order Including Lands and Redefining Boundaries of the District (Valley Springs Annexation), executed by the Board of Directors of Pasadena Park Irrigation District No. 17 on September 8, 2011, at a duly convened Board of Directors meeting for Pasadena Park Irrigation District No. 17.

Date: September 8, 2011

Bruce Davidson  
BRUCE DAVIDSON

Subscribed and sworn to before me this 8 day of September, 2011.



Joseph G. Carroll  
Notary Public In And For The State  
Of Washington, Residing At SPOKANE  
My Commission Expires: 11-13-2011  
Print Name Here: JOSEPH G. CARROLL

**RESOLUTION 11-09-05**

**BEFORE THE BOARD OF DIRECTORS OF  
PASADENA PARK IRRIGATION DISTRICT NO. 17**

**In the matter of the Petition for  
Change of Boundaries by**

**Theodore G. Gunning and Diane D. Gunning,  
husband and wife; Valley Springs Holding,  
L.L.C.; Susan I. Schindler, a single person;  
Valley Springs Development, L.L.C.; and  
Ziegwied Living Trust dated March 22, 2007,  
George O. Ziegwied and Carolyn S. Ziegwied,  
Trustees**

**(Valley Springs Annexation)**

**ORDER INCLUDING LANDS AND  
REDEFINING BOUNDARIES OF THE  
DISTRICT**

THE PETITION of Theodore G. Gunning and Diane D. Gunning, husband and wife; Valley Springs Holding, L.L.C.; Susan I. Schindler, a single person; Valley Springs Development, L.L.C.; and Ziegwied Living Trust dated March 22, 2007, George O. Ziegwied and Carolyn S. Ziegwied, Trustees, having been heard and considered by the Board of Directors of Pasadena Park Irrigation District No. 17, a Washington Irrigation District, (sometimes hereinafter referred to as "District") as provided for herein, and the Board of Directors of said District having been fully advised in the premises as follows:

**I.**

The petition of Theodore G. Gunning and Diane D. Gunning, husband and wife, et al., requesting the inclusion of lands hereinafter described, dated April 6, 2011, was presented to the District Board of Directors on or about April 14, 2011.

**II.**

On or about April 15, 2011, the District did receive from Theodore G. Gunning and Diane D. Gunning, husband and wife, et al., an Environmental Checklist.

**III.**

On April 25, 2011, the District did issue a Determination of Nonsignificance, did duly cause notice of the Determination of Nonsignificance and SEPA Checklist to be distributed as provide by law, and set a hearing for the next regular District Board of Directors' meeting for May 12, 2011 at the District office.

IV.

The District did cause to have notice of the hearing on said petition published in the manner and form for the time required by law as shown by the Affidavit of Publication on file as part of these proceedings; publication having duly been made in *The Spokane Valley News Herald* on April 22, 2011, April 29, 2011 and May 6, 2011.

V.

One comment letter from the Washington State Department of Ecology was received in response to the Determination of Nonsignificance. No adverse comments were received either orally or in writing as to the Determination of Nonsignificance and SEPA Checklist.

VI.

The District Board of Directors held a hearing on the proposed annexation at its regular meeting on May 12, 2011.

VII.

There were no objections in writing or otherwise presented to the District Directors showing cause why the prayer of said petition should not be granted or why the proposed change of boundaries of the District should not be made. District Resolution No. 11-05-01 accepting the petition was executed by the District's Board of Directors on May 12, 2011 following the hearing on the proposed annexation.

VIII.

A Notice of Intention to annex the below-described property was delivered on July 1, 2011 and was deemed duly filed with the Washington State Boundary Review Board for Spokane County on or about July 6, 2011; there being no request to invoke the jurisdiction of the Washington State Boundary Review Board, and the 45-day review period having ended on or about August 19, 2011, the Washington State Boundary Review Board did issue a Certification of Expiration of 45-Day Period on or about August 22, 2011, a copy of which is attached hereto and incorporated herein by reference. The legal description of the area proposed to be annexed was reduced to conform to the then existing parcel boundaries.

NOW, THEREFORE, IT IS BY THE BOARD OF DIRECTORS OF PASADENA PARK IRRIGATION DISTRICT NO. 17 ORDERED:

1. That the following described lands, to wit:

The Southeast Quarter of Section 36, Township 26 North, Range  
43 E.W.M.

Except the North 50 feet of the West 460 feet thereof.

Also except Thierman Road.

Situate in the County of Spokane, State of Washington.

be and they are hereby included within Pasadena Park Irrigation District No. 17, subject to compliance with the provisions of this order.

2. That the exterior boundaries of said lands herein included in the District are the exterior boundaries of said property described above, and the boundaries of Pasadena Park Irrigation District No. 17 be and the same are hereby changed, amended and established to include within the boundaries of Pasadena Park Irrigation District No. 17 the body of lands hereinabove described.

3. Nothing herein contained shall be held or construed to modify or amend the existing and established boundaries of Pasadena Park Irrigation District No. 17 except to include within said lands the body of lands hereinabove described.

4. Use of water and street lights supplied through the District shall be subject to the District's rules and regulations generally governing water and any applicable street lights, including, but not limited to, size of connections, and that the water supplied by the District shall be used without waste. Water service and street light service shall be provided under the bylaws, rules and regulations, as applicable, to lands already in the District and the land shall have the obligation to pay assessments and charges for water service and street light service on the same basis as lands already in the District, and all water service and street light service to be received by the lands will be metered and paid at applicable water rates and street light rates and under such terms as are established by the District.

5. Charges for water service and street lights will be comparable to those charged in similar areas of the District, as classified by the District.

6. Petitioners and others seeking service shall pay such equitable amount as is established by the District's Board of Directors to place those lands on a basis of equality with lands already in the District, with the understanding that the equalization payment will be determined by the District's Board of Directors and shall be paid in cash at the time determined by the District's Board of Directors. Those parties seeking additional service will be required to install at their expense water main/mains and appurtenances. The water main/mains and appurtenances to be installed are to be of the type and specifications approved by the District's engineer. Any party seeking additional service will be required, before it becomes entitled to service, to furnish evidence to the District that all costs relating to the installation of the water

main/mains and appurtenances have been paid and, additionally, may be required to install additional appurtenances upon a determination that the same are required by the District's engineer.

7. Fire hydrant installation will be as mandated by the District engineer's specifications or Fire Department request and will be at the expense of those requesting additional service connections, including labor and materials.

8. Parties requesting additional service may be required to provide easements for the District's system and for installation of facilities on said lands as may be requested by the District, and those requesting additional service may be required to obtain evidence of title at their expense if requested by the District.

9. The District is under no obligation to install, extend or increase the size of water mains in order to serve the land, but rather that the facilities for additional service shall be at the expense of those requesting the service.

10. Those requesting additional service shall pay the sums due to the District at such time as determined by the District's Board of Directors. If installed by a developer or a developer's contractor, all pump stations, reservoirs, mains, distribution systems and appurtenances, as applicable, shall be transferred to the District, free and clear of any encumbrance, together with a two-year warranty and warranty bond, the amount of which will be set by the Board of Directors.

11. The Petitioners, Theodore G. Gunning and Diane D. Gunning, husband and wife; Valley Springs Holding, L.L.C.; Susan I. Schindler, a single person; Valley Springs Development, L.L.C.; and Ziegwied Living Trust dated March 22, 2007, George O. Ziegwied and Carolyn S. Ziegwied, Trustees, will pay all costs of these proceedings, including the District's engineer and attorney fees and filing and recording fees as provided for in the petition submitted to the District.

12. The District has allocated 369 services to portions of the annexed area under the District's Comprehensive Plan based upon prior subdivision approval. Provision of water for all of the annexed area is subject to the District's bylaws, rules and regulations, and the availability of water under the District's water rights and any water rights adjudication.

13. Water supplied by the District to any particular tract shall be limited to use within that particular tract.

14. Installation of facilities for street lights, main lines and service lines, together with all infrastructure required by the District, shall be constructed pursuant to the District's rules and

regulations.

15 No street lights or water distribution facilities of any type shall be installed within the proposed annexation area until the same have been disclosed in advance to the District in the form of a comprehensive street light and/or water distribution plan, approved by the District, and all approved water distribution facilities shall be installed in accordance with the District's specifications.

16. The lands hereinabove described shall be a part of the District and subject to the same obligations, assessments and charges as lands already in the District and entitled to the same rights as lands already in the District, further subject, however, to limitations of this order and of the resolution approving the annexation and to the obligation of the described land held to comply with the provisions hereof.

17. The Manager of the District is hereby authorized to certify a copy of this order and to present the same for recording.

DONE THIS 7th DAY OF September, 2011.

BOARD OF DIRECTORS

Edith N. N. N.

Bryan M. Gorden

Robert K. Lowe

Andrew A. Hettenger

D. E. Crandall

Attest:

Debra D. Hambert  
Secretary

WASHINGTON STATE BOUNDARY REVIEW BOARD  
FOR SPOKANE COUNTY

**CERTIFICATE OF EXPIRATION OF 45-DAY PERIOD**

I hereby certify that more than 45 days have elapsed since the following described Notice of Intention was filed with the Washington State Boundary Review Board for Spokane County and that at no time during said period was a Request for Review filed with the Board. The proposed action is hereby deemed approved as provided in RCW 36.93.100.

FILE NO.: BRB 636-11: Proposed Annexation of 158.09 Acres into  
Pasadena Park Irrigation District No. 17 (Valley Springs)

INITIATOR(S): Pasadena Park Irrigation District No. 17

DATE FILED: July 6, 2011

**45-DAY REVIEW**

PERIOD ENDS: August 19, 2011

LEGAL DESCRIPTION: The following described lands situated in Spokane County, State of Washington, to wit: The Southeast quarter of Section 36, Township 26 North, Range 43, E.W.M., EXCEPT the North 50 feet of the West 460 feet thereof, ALSO EXCEPT Thierman Road; Situate in the County of Spokane, State of Washington.

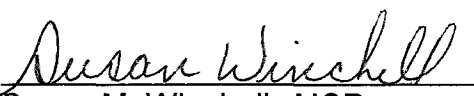
TIME LIMIT: The action proposed in this Notice of Intention must be officially consummated on or before August 19, 2014, or the approval, as defined in this document shall be null and void. (Boundary Review Board Rules of Practice and Procedure)

DATED at Spokane, Washington this 22<sup>nd</sup> day of August, 2011.

WASHINGTON STATE BOUNDARY REVIEW BOARD FOR SPOKANE  
COUNTY

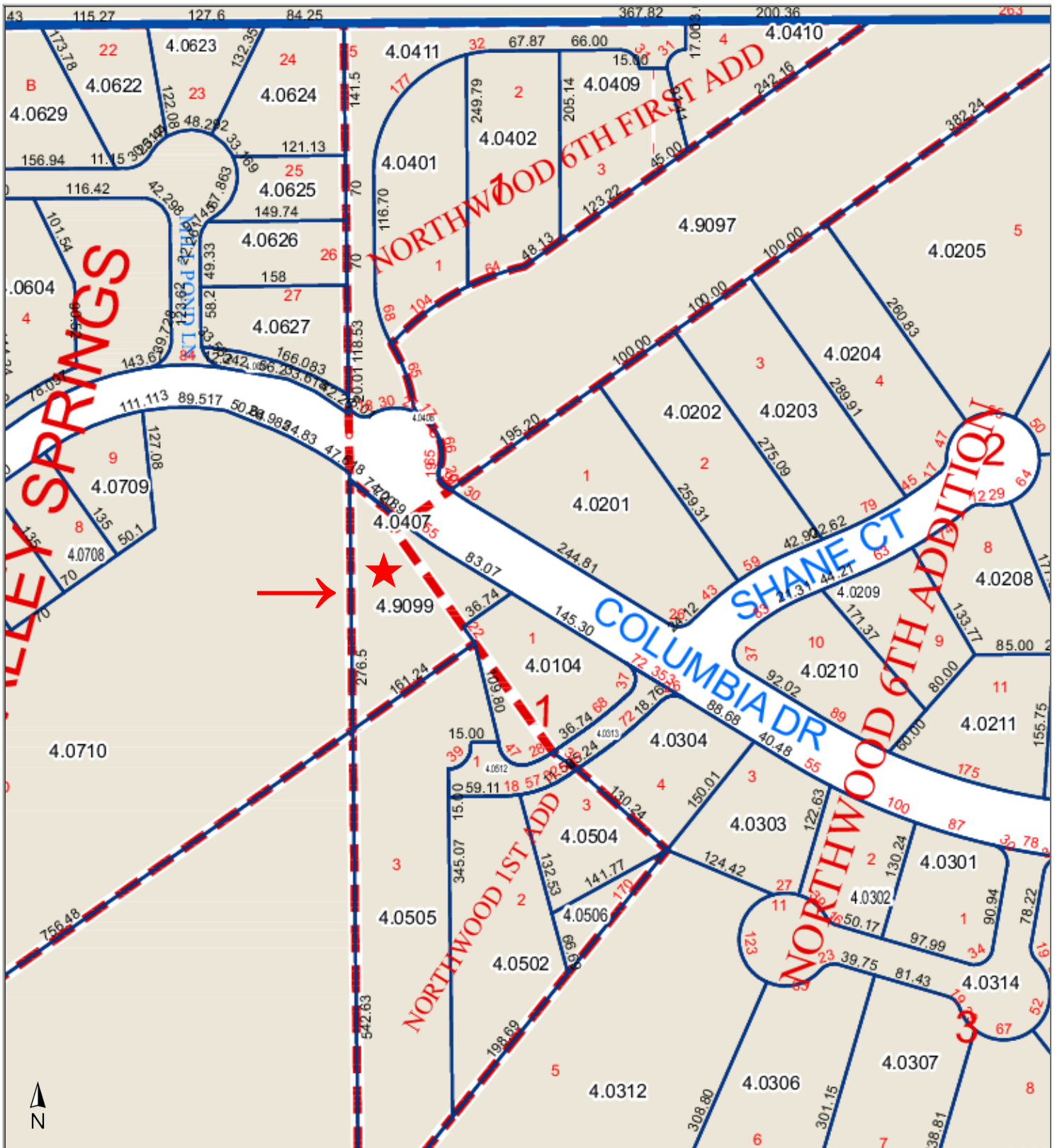
  
James Peck, Chair

ATTEST:

  
Susan M. Winchell, AICP  
Boundary Review Board Director







**ParcelID: 36364.9099**  
**, Spokane WA 99212**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.