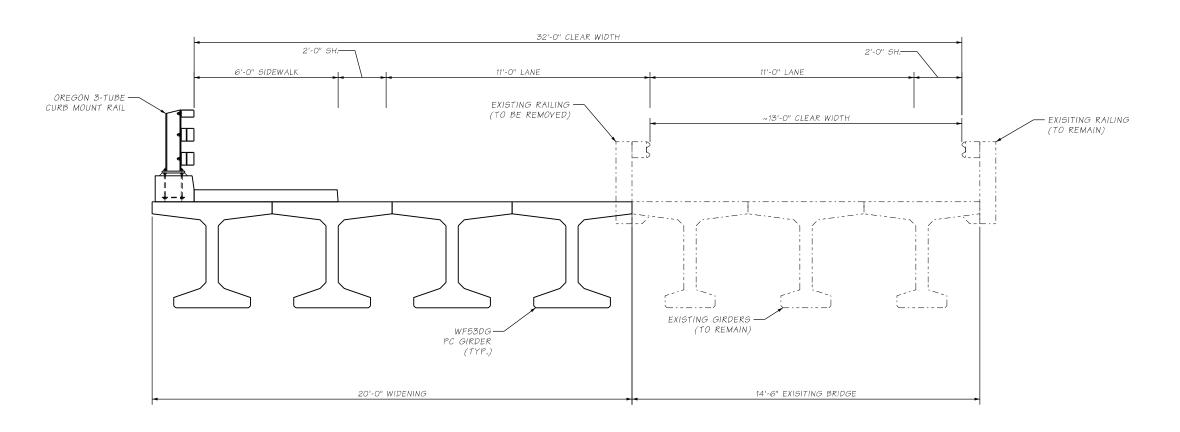


GENERAL NOTES:

- 1. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD, BRIDGE, AND MUNICIPAL CONSTRUCTION -ENGLISH, DATED 2016, AND AMENDMENTS, AND AS MODIFIED BY THE CITY OF SPOKANE.
- 2. DIMENSIONS SHOWN ARE APPROXIMATE AND SHOULD BE VERIFIED PRIOR TO FINAL DESIGN.
- 3. UTILITIES SHALL BE LOCATED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
- 4. ALL EXISTING SIGNS REMOVED FOR CONSTRUCTION SHALL BE REPLACED IN KIND.
- 5. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS AND TRAFFIC CONTROL PLANS.

<u>WF53DG PC GIRDER</u> <u>WIDENING</u> <u>LOADING H520-44</u>

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TYPICAL SECTION

SCALE 1/4" = 1'-0"

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<u>DEEP PINE OVERLOOK</u> BRIDGE OVER LATAH CREEK <u>WIDENING</u>

TYPICAL SECTION

Plot 1

THE GRANTORS, JOHN C. FRITZ and JOHN C. KAMPA, in consideration of Four Thousand Five Hundred Dollars and No/100's-----(\$4,500.00) and other valuable consideration to him in hand paid, receipt of which is hereby acknowledged, does by these presents convey and warrant to THE WASHINGTON WATER POWER COMPANY (hereinafter "Grantee"), a Washington corporation, its successors and assigns, the right to construct, maintain, repair and use a bridge which intersects a roadway for ingress and egress, the centerline being described as follows: over and across the East Half of the Northeast Quarter (Et NEt) of Section Thirty-Six (36), Township Twenty-Five (25) North, Range Forty-Two (42) E.W.M., BEGINNING at the Northeast corner of Section 36, Township 25 North, Range 42, E.W.M.; thence South along the East line of said Section, 1034.7 feet; thence North 89°31' West, 312.8 feet to the True Point of Beginning; thence South 9°56' East, 40.5 feet; thence South 33°04' East, 62.2 feet; thence South 44°22' East, 149.7 feet; thence South 26°58' East, 316.1 feet; thence South 6°45' East, 204.1 feet to a point on the line between said Sections 36 and 31; thence South 4°05' East, 236.2 feet; thence South 37°53' West, 27.5 feet to a point on said Section line which lies 1971.6 feet South of the Northeast corner of Section 36; thence South 65°28' West, 25.8 feet; thence South 82°31' West, 313.8 feet; thence South 2°50' East, 313 feet; thence South 39°08' West, 354 feet to a point on the Easterly right of way line of Primary State Highway No. 3; in Spokane County, State of Washington, as further shown outlined in red on the attached print and aerial photo and by this reference made a part hereof.

This conveyance is made and accepted upon the following express conditions:

1. The Grantee, so long as it shall use the road constructed over the above granted right of way, shall maintain the bridge across Latah Creek where the bridge crosses said creek, and shall have the right to strengthen, renew or rebuild said bridge as its needs may require, except however, any future modifications of said bridge, affecting height, length or width, require Grantor's consent. The Grantors, their administrators, successors and assigns, shall have the right to use the road right of way above described and said above described bridge, to meet all of their needs in conjunction with the use and enjoyment of their property over which said road and bridge crosses so long as said use by them, their administrators, successors and assigns shall not unreasonably interfere with the use of said road and bridge by the Grantee,

its successors and assigns for its purposes.

Sala Amt. Pd. 7/.55

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D.E. "SKIP" CHILBERG

Spokana County Treas

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- Grantors access road adjacent to new bridge to river shall be kept open.
- 3. In the event of sale of all or any part of the existing substation property by Grantee, Grantors will have right of first refusal and the opportunity to match any other offer made on said property, except in the case of sale or takeover of Grantee, or in the case of sale of property by Grantee to another utility for continued use of substation by successor utility.
- 4. Ownership of the new bridge shall be with the Grantee subject to Grantors and their successors right of use thereof. Grantors may increase the width of the bridge except said widening shall be at the sole expense of said Grantors and the future cost of maintenance of said bridge shall then be borne on a pro-rata basis by Grantors and Grantee based upon the extent of their respective ownerships.
- 5. Demolition of the old bridge shall be the responsibility of the Grantee and at the expense of the Grantee except that any wood parts of said bridge shall be left on Grantors property for Grantors use as they shall see fit.
- 6. The Grantors shall have the right to issue and grant licenses to other parties for the use of said bridge subject only to the restriction that said licensees' use thereof shall not unreasonably interfere with the Grantees use of said bridge. Grantee agrees to cooperate with Grantors in negotiating a license with Burlington Northern Railway Company.
- 7. Grantee agrees to promptly repair the perimeter fence around Grantee's property served by this easement and also to maintain said fence in good repair.
- 8. Grantee to provide dust control to the roadway comprising the subject matter of this easement as needed but in no event less than once per year. Grantee to also provide snow plowing as needed on said roadway and in the area around Grantors' existing buildings during the winter months.
- 9. Grantee to replace four utility poles on Grantors property and a fifth pole if replacement is found necessary.
- 10. Grantee to supply and string 6 gauge wire to Grantors house and outbuildings on Grantors property.
- 11. Grantee to provide approximately four by four sign attached to bridge reading in large type "private bridge, no trespassing," and in small type "violators prosecuted."
- 12. Grantee to asphalt a wide u-turn area in bridge approach area on the freeway side of said bridge.
- 13. Grantee to construct a guardrail on the bridge approach on the east side of said bridge.

- 14. Grantee to top or trim trees as now deemed necessary by Grantor, and the Grantee has the right to maintain future trimming as to these trees as needed to maintain electrical conductor clearance as per Grantee's policy as of date trimming may be required.
- 15. Grantee to collect rocks which have rolled from existing roadway onto the Grantors property, and in the future, to remove rocks from said readway so as to prevent them from accumulating on Grantons property along said road.
- 16. Grantee will relocate or replace lilac bushes presently located near the existing bridge to a location as designated by Grantor.
- 17. The Grantee shall install a gate along the above described roadway in a location as determined by the Grantor. It is further understood that in the event said gate be locked, a lock of the Grantees shall be allowed in series with the Grantors lock to allow the Grantee convenient access to its property.
- 18. In the event Grantee elects to abandon and/or relinquish the easement rights granted to them including the ownership of the bridge, it is agreed that Grantee shall repair said bridge to serviceable condition prior to abandonment.
- 19. It is understood that Grantee has no objection to the Grantor attaching sewer, water and other utilities to the new bridge in locations approved by the Grantee, as long as said permits for said attachments are acquired by the Grantor and Grantor has obtained the written approval of Grantee prior to attachment.
- 20. This conveyance shall supersede and take the place of that certain conveyance between the parties hereto dated August 24, 1939, and filed for record with the Auditor of Spokane County on August 26, 1939, recorded in Volume 484 of Deeds of said County on Page 454; and that certain conveyance between the parties hereto dated October 11, 1940, and filed for record with the Auditor of Spokane County on November 8, 1940, recorded in Volume 487 of Deeds of said County on Page 602.

IN WITNESS WHEREOF, the Grantor has executed this instrument this _ day of Deplemizer, 1988.

EAL CRUTEN ENCOURAGE

PERMITTED WWPC

SEP 26 3 50 PH '86

MILLIAM L. DE MANINE 1200 SPORANT COUNTY, ALSH.

SAMPSON

70 Box 3727

99320 attn: haura clark 3/6

State of Washington)
: s:
County of Spokane)

On this day personally appeared before me John C. Fritz and John C. Kampa, to me known 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 mentioned.

Given under my hand and official seal this 14th day of September, 1988.

NOTARY POBLIC in and for the State

of Washington, residing at Spokane

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