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After Recording:
Dahm Development, Inc.
12720 E. Nora, Suite "E"
Spokane, WA 99216-1179

*Ptn L1B1 TurtleCreek1st
Ptn. 55194.0101*

021502.1.14 D-003-C

JOINT USE AND OWNERSHIP AGREEMENT
FOR
TURTLE CREEK NORTH and SOUTH
SUBDIVISIONS

(Including Assessment Provisions For Maintenance of Shared Common Areas)
[Residential subdivisions in Spokane, Washington]

FILED AT THE REQUEST OF:

TRUNKENBOLZ | ROHR | DRISKELL PLLC
Attorneys

12704 E. Nora Ave., Suite B
Spokane, Washington 99216
(509) 928.4100



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JOINT USE AND OWNERSHIP AGREEMENT

FOR TURTLE CREEK NORTH and SOUTH SUBDIVISIONS

(Including Assessment Provisions For Maintenance of Shared Common Areas)

This Joint Use and Ownership Agreement for Turtle Creek North and South Subdivisions is made and entered into as of this ___ day of January, 2002, by and between the undersigned Developer and the Turtle Creek North and South Homeowners Associations concerning all of the real property described on Exhibit "A" (Turtle Creek North) and Exhibit "B" (Turtle Creek South) attached hereto and incorporated herein by this reference.

WHEREAS the parties to this agreement are desirous of providing for the unified use, and repair and maintenance of certain common facilities and common lands, including those areas depicted as Common Area and Playground, lying on the South side and the North side of the Saltese Creek, as depicted on the attached Exhibit "C" Map, which is incorporated herein by this reference. Said common facilities and common land is hereinafter referred to as the "Joint Common Area", and is legally described on attached Exhibit "D" which is incorporated herein by this reference. The Joint Common Area is to be jointly used and for the benefit of all residential lots in the areas known as "Turtle Creek North" and "Turtle Creek South", including any portions thereof yet to be final platted, all in the County of Spokane, State of Washington.

WHEREAS the parties to this agreement are desirous of establishing a formula for allocating the costs of the maintenance, repair and improvements of Joint Common Area so that the costs thereof are reasonably and fairly allocated to the owners of the lots which receive the benefit of said facilities and lands.

WHEREAS the Developer is agreeable to deed the Joint Common Area to both plats to each respective Association in whose plat the Joint Common Area is located, to be held and used jointly for both Association members, in accordance with the provisions stated herein.

NOW THEREFORE, in consideration of mutual desires above stated and the following covenants, conditions and promises, the parties hereto agree as follows:

- 1) **JOINT COMMON AREA.** Attached Exhibit "C" is a Map depicting the lots and common areas of Turtle Creek North and South (hereinafter "Joint Common Area Map"). Said Joint Common Area Map further depicts the common area,



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future paved walkway areas and playground area that is referenced herein as Joint Common Area and generally lies along and adjacent to both the North and South boundaries of Saltese Creek, which runs between Turtle Creek North and Turtle Creek South Said Joint Common Area is legally described on the attached Exhibit "D". The Developer has deeded the Joint Common Area to each Association as to that part of the Joint Common Area that lies within that plat for that Association. Said Joint Common Area shall be subject to the rights of joint use as specified herein and will be available for the joint use of all owners of lots, or tenants thereof, in the Turtle Creek North and South subdivisions.

- 2) RECIPROCAL AND BLANKET EASEMENTS. To effect the desire of the parties to this agreement, said parties hereby grant perpetual, non-exclusive, reciprocal and blanket easements to all applicable lots within each Subdivision for the use of the Joint Common Area and facilities located thereon, so that use of the Joint Common Areas and facilities thereon are available to all applicable lots in both subdivisions perpetually. For any portion of the land that does not now have a final filed plat, the Developer agrees to deed that part of any new final plat to the applicable Association so as to complete the Joint Common Area as shown on the attached Exhibit "C". Once so deeded to the Association, the new portion of the Joint Common Area shall automatically be subject to all of the provisions hereof concerning joint use, ownership and maintenance of the Joint Common Area. Each Association agrees to complete such additional documentation as may be necessary to effect the desire and intent stated herein as to any new final platted property.
- 3) JOINT COMMON AREA BOARD. The Homeowners Association in both platted subdivisions (subsequent phases of a plat shall be counted with the original phase, as one platted subdivision), shall, once the Developer has relinquished voting control in both Associations, appoint two (2) persons (hereinafter "Board Members") to be on a Joint Common Area Board, to be called the Turtle Creek Joint Common Area Board (hereinafter referred to as the "Joint Board") for terms of one (1) year for one member and two (2) years for the other member. The Joint Board shall be considered an extension of each Homeowner's Association and shall not be a separate Association. The Members of the Joint Board shall select a fifth Member, by a majority vote of the four Members, to be a tie breaking Member, who shall vote only in such instances, if any, as a deadlock exists among the four appointed Members on any issue subject to vote. In the event the Joint Board is unable to select a fifth Member, the Joint Board shall apply to the Presiding Judge of the Spokane Superior Court for said Judge to make the selection of a fifth Member for tie break voting. Each Board Member



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shall primarily be responsible for representing the lot owners of that Member's subdivision regarding all decisions to be made pertaining to the Joint Common Area. The Joint Board shall be responsible for all decisions concerning the Joint Common Area established herein. The maintenance, repair and improvement decisions of a majority decision of at least 51% vote shall prevail in any decisions to be made. Each applicable Board Member shall have one vote. Should any tie votes occur, the vote of the fifth, or tie breaker Member, shall be counted to determine the majority vote decision. The Joint Board shall meet at least two (2) times per year, at approximate six (6) month intervals, and make all decisions regarding the use, maintenance and repair of the Joint Common Area, and the construction of playground and paved walkway improvements to the Joint Common Area .

- 4) **ASSESSMENTS OF THE JOINT COMMON AREA BOARD.** At such time as the budget is agreed upon by the Joint Board, that budget shall be prorated 40% to Turtle Creek North and 60% to Turtle Creek South. The Homeowners Associations shall be notified of the assessment amounts, and those amounts shall be allocated to final platted lots within that subdivision by means of a Special Assessment to each of the affected lots within that subdivision, pursuant to the Covenants, Conditions and Restrictions and/or By Laws affecting that subdivision Association. These Special Assessments shall be paid within ninety (90) days of notification by the Joint Board, so a sufficient reserve should be established at the time the budget for the Joint Board is established. Each Association shall be responsible for collection of all Special Assessments and payment of that Association's share of the approved Joint Board budget. Each association shall also be responsible to make up any shortfall as a result of non-payment of any Special Assessments by any applicable lot owner in that subdivision, and shall be responsible to enforce the non-paid Special Assessments as provided for in the Covenants and/or By Laws for that Association. Each Association shall jointly hold the title to that portion of the Joint Common Area within its plat and to easements relating to the Joint Common Area in the other Association. Reasonable liability insurance protecting the Association's interest in the Joint Common Area shall be a part of the budgeted items established by the Joint Board. Each individual Association may elect to obtain additional liability insurance if desired at the expense of the lots within that association. No association shall sell transfer or assign any or all of the Joint Common Area or facilities located thereon. In the event that any Association does pay its share of the Joint Board budget in a timely manner, the Joint Board shall actively enforce the unpaid obligation in the court system for Spokane County. The prevailing party in any such enforcement action, or in any action brought to enforce or



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interpret this agreement, shall also be entitled to recover costs of suit and reasonable attorneys fees, including appeals.

IN WITNESS WHEREOF, the undersigned, being the Developer / Landowner, Associations, Secured Parties, or other parties having any interest in the real property described on Exhibits "A" and "B" attached hereto, hereby attest, agree and adopt this Joint Maintenance and Ownership Agreement to apply to said parcels of real property identified in Exhibits "A" and "B" for the term stated herein.

DAHM DEVELOPMENT, INC.

BY: *Richard T. Dahm*
RICHARD T. DAHM, PRESIDENT

DATE: Dec. 12, 2001

TURTLE CREEK NORTH HOMEOWNERS ASSOCIATION

BY: *Richard T. Dahm*
RICHARD T. DAHM, PRESIDENT

DATE: 12-12-2001

TURTLE CREEK SOUTH HOMEOWNERS ASSOCIATION

BY: *Richard T. Dahm*
RICHARD T. DAHM, PRESIDENT

DATE: 12-12-01

LENDER:

BY: *[Signature]*
ITS

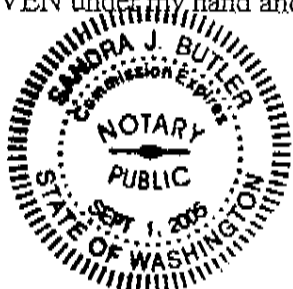


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STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me RICHARD T. DAHM to me known to be the PRESIDENT of DAHM DEVELOPMENT, 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 is authorized to execute the said instrument.

GIVEN under my hand and official seal this 12th day of December, 2001 ~~January, 2002.~~

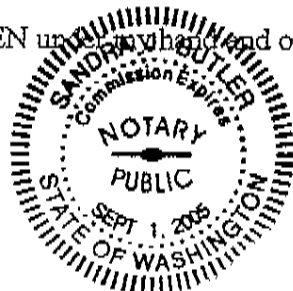


Sandra J. Butler
Notary Public in and for the State of Washington,
residing in Spokane, Wa
My Commission Expires: 9-1-05

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me RICHARD T. DAHM, to me known to be the PRESIDENT of TURTLE CREEK NORTH HOMEOWNERS ASSOCIATION, 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.

GIVEN under my hand and official seal this 12th day of December, 2001 ~~January, 2002.~~



Sandra J. Butler
Notary Public in and for the State of Washington,
residing in Spokane, Wa
My Commission Expires: 9-1-05

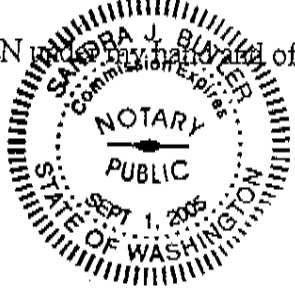


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STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me RICHARD T. DAHM, to me known to be the PRESIDENT of TURTLE CREEK SOUTH HOMEOWNERS ASSOCIATION, 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.

GIVEN under my hand and official seal this 12th day of ~~January~~, ^{December, 2001} 2002.



Sandra J. Butler
Notary Public in and for the State of Washington,
residing in Spokane, WA
My Commission Expires: 9-1-05

~~STATE OF WASHINGTON)
) ss.
County of Spokane)~~

~~On this day personally appeared before me _____, to me known to be the _____ of _____ (LENDER), the corporation that he/she 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/she was authorized to execute the said instrument on behalf of the corporation.~~

~~GIVEN under my hand and official seal this _____ day of January, 2002.~~

~~_____
Notary Public in and for the State of Washington,
residing in _____
My Commission Expires: _____~~



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EXHIBITS

Exhibit "A" = Legal description for Turtle Creek North

Exhibit "B" = Legal description for Turtle Creek South

Exhibit "C" = Joint Common Area Map, collectively, for Turtle Creek North and South, depicting the Joint Common Area

Exhibit "D" = Legal Description for the Joint Common Area



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Spokane Co, WAEXHIBIT "A"**TURTLE CREEK FIRST ADDITION**

TURTLE CREEK FIRST ADDITION, being a parcel of land in the Southeast Quarter of Section 19, T.25 N., R.45 E., WM., in Spokane County, State of Washington, described as follows:

Beginning at the Northwest corner of said Southeast Quarter; thence S. $89^{\circ}46'12''$ E. along the north line of said Southeast Quarter a distance of 200.00 feet; thence S. $00^{\circ}06'41''$ E. a distance of 25.00 feet to the south right of way line of Eighth Avenue and TRUE POINT OF BEGINNING; thence S. $89^{\circ}46'12''$ E., along said south right of way line, a distance of 2426.20 feet to the westerly right of way line of Barker Road; thence S. $00^{\circ}00'00''$ W., along said westerly right of way line a distance of 115.00 feet; thence N. $89^{\circ}46'12''$ W., a distance of 739.67 feet; thence S $00^{\circ}13'48''$ W. a distance of 4.50 feet; thence N. $89^{\circ}46'12''$ W. a distance of 252.00 feet; thence N. $00^{\circ}13'48''$ E. a distance of 4.50 feet; thence N. $89^{\circ}46'12''$ W. a distance of 1060.00 feet; thence S. $75^{\circ}26'28''$ W., a distance of 129.28 feet; thence S. $00^{\circ}13'48''$ W., a distance of 65.00 feet; thence N. $55^{\circ}08'05''$ W., a distance of 151.92 feet; thence N. $61^{\circ}56'10''$ W., a distance of 146.45 feet; thence N. $00^{\circ}06'41''$ W., a distance of 58.28 feet; thence S. $89^{\circ}46'12''$ E., a distance of 5.00 feet to the True Point of Beginning.

TURTLE CREEK SECOND ADDITION

TURTLE CREEK SECOND ADDITION, being a parcel of land in the Southeast Quarter of Section 19, T.25 N., R.45 E., W.M., in Spokane County, State of Washington, described as follows:

Beginning at the northwest corner of Lot 1, Block 1 of TURTLE CREEK FIRST ADDITION, as per final plat thereof recorded in Book 25 of Plats, pages 44 and 45; thence southerly and easterly along the westerly and south boundary of said Turtle Creek First Addition the following six (6) courses:

- (1.) S. $00^{\circ}06'41''$ E. a distance of 58.28 feet;
- (2.) S. $61^{\circ}56'10''$ E. a distance of 146.45 feet;
- (3.) S. $55^{\circ}08'05''$ E. a distance of 151.92 feet;
- (4.) N. $00^{\circ}13'48''$ E. a distance of 65.00 feet;
- (5.) N. $75^{\circ}25'28''$ E. a distance of 129.38 feet;
- (6.) S. $89^{\circ}46'12''$ E. a distance of 908.00 feet;

thence S. $00^{\circ}13'48''$ W. a distance of 125.00 feet; thence S. $07^{\circ}04'21''$ W. a distance of 50.36 feet; thence S. $00^{\circ}13'48''$ W. a distance of 123.41 feet; thence S. $83^{\circ}42'14''$ E. a distance of 15.04 feet; thence S. $89^{\circ}46'12''$ E. a distance of 66.05 feet; thence S. $00^{\circ}13'48''$ W. a distance of 142.76 feet to the beginning of a non-tangent curve concave to the north having a radius of 385.00 feet (from which curve beginning a radial line bears N. $00^{\circ}33'03''$ E.); thence easterly along said curve through a central angle of $02^{\circ}45'37''$ an arc distance of 18.55 feet; thence S. $02^{\circ}12'34''$ E. a distance of 248.73 feet to the northeasterly margin of a strip of land 35.00 feet in width, as described in Exhibit 3 of the



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Correction Deed recorded under Auditor's Document No. 4087933; thence northwesterly along said northeasterly margin the following sixteen (16) courses:

- (1.) N.74°49'00"W. a distance of 286.50 feet;
- (2.) N.64°42'36"W. a distance of 120.67 feet;
- (3.) N.60°02'20"W. a distance of 247.69 feet;
- (4.) N.75°10'19"W. a distance of 121.55 feet;
- (5.) N.63°07'17"W. a distance of 134.25 feet;
- (6.) N.65°50'07"W. a distance of 121.00 feet;
- (7.) N.62°12'55"W. a distance of 117.58 feet;
- (8.) N.56°35'34"W. a distance of 52.90 feet;
- (9.) N.37°01'52"W. a distance of 92.03 feet;
- (10.) N.42°14'40"W. a distance of 58.90 feet;
- (11.) N.54°35'33"W. a distance of 55.97 feet;
- (12.) N.61°27'42"W. a distance of 71.61 feet;
- (13.) N.59°09'47"W. a distance of 91.13 feet;
- (14.) N.55°37'51"W. a distance of 101.13 feet;
- (15.) N.58°01'27"W. a distance of 102.37 feet;
- (16.) N.60°30'57"W. a distance of 40.62 feet to the north line of said Southeast Quarter; thence S.89°46'12"E. along said north line a distance of 199.73 feet to its intersection with the East line of the West 200.00 feet of said Southeast Quarter; thence S.00°06'41"E. along said East line a distance of 25.00 feet to the north line of said Lot 1, Block 2; thence N.89°46'12"W. along said north line a distance of 5.00 feet to the point of beginning.

TURTLE CREEK THIRD ADDITION

TURTLE CREEK THIRD ADDITION, being a parcel of land in the Southeast Quarter of Section 19, T.25N., R.45E., W.M., in Spokane County, State of Washington, described as follows:

Beginning at the Southeast corner of the Plat of Turtle Creek First Addition as per Plat thereof recorded in Book 25 of Plats, pages 44 and 45, Spokane County, Washington; thence S.00°00'00"E., along the West right-of-way line of Barker Road, 1002.18 feet to the North line of the 35.00 foot wide Saltese Lake Outlet, as described and recorded under the Spokane County Auditors document No. 4087933; thence, along said North line, the following 5 courses:

1. N.67°22'34"W., 92.02 feet;
2. N.68°56'59"W., 75.97 feet;
3. N.70°26'53"W., 103.60 feet;
4. N.73°37'08"W., 184.45 feet;
5. N74°49'00"W., 634.02 feet, to the Southeast corner of the Plat of Turtle Creek Second Addition as per Plat thereof recorded in Book 25 of Plats, pages 84 and 85, Spokane County, Washington; thence along the Easterly line of said Plat, the following 8 courses:



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1. N.02°12'34"W., 248.73 feet, to the North right-of-way line of 10th Avenue and a point on a curve to the right the radius of which bears N.02°12'34"W., a distance of 385.00 feet;
2. Along said North right-of-way line and said curve to the right, through a central angle of 02°45'37", an arc distance of 18.55 feet;
3. N.00°13'48"E., 142.76 feet;
4. N.89°46'12"W., 66.05 feet;
5. N.83°42'14"W., 15.03 feet;
6. N.00°13'48"E., 123.41 feet, to the South right-of-way line of 9th Avenue;
7. N.07°04'21"E., 50.36 feet, to the North right-of-way line of 9th Avenue;
8. N.00°13'48"E., 125.00 feet, to the South line of said Plat of Turtle Creek First Addition; thence, along the South line of said Plat, the following 5 courses:
 1. S.89°46'12"E., 152.00 feet;
 2. S.00°13'48"W., 4.50 feet;
 3. S.89°46'12"E., 252.00 feet;
 4. N.00°13'48"E., 4.50 feet;
 5. S.89°46'12"E., 739.67 feet, to the Point of Beginning.

LegalTC1,2&3

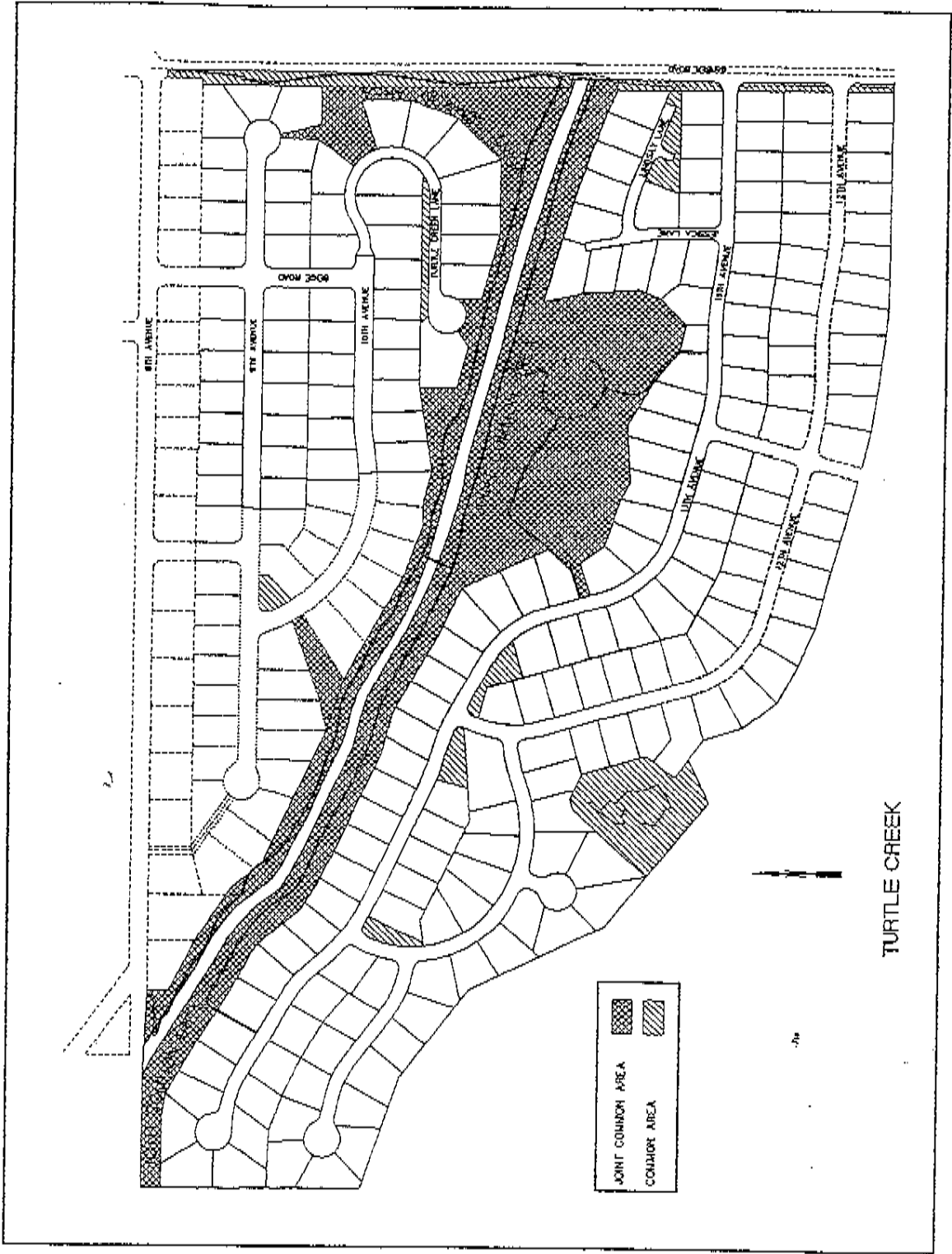


EXHIBIT "C"

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 TRANSMATION, TITLE INS CO AGR



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Spokane Co., WAEXHIBIT "B"

TURTLE CREEK SOUTH

TURTLE CREEK SOUTH, being a parcel of land in the Southeast Quarter of Section 19, T.25 N., R.45 E., W.M., in Spokane County, State of Washington, described as follows:

Beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 19; thence s.00°00'00"E. along the east line of said Section 19 a distance of 355.65 feet; thence N.89°28'25"W, a distance of 30.00 feet to the westerly right of way of Barker Road and TRUE POINT OF BEGINNING of this parcel description; thence S.00°00'00"E. along said westerly right of way a distance of 294.01 feet; thence N.89°25'25"W. a distance of 636.19 feet; thence N.81°30'55"W, a distance of 305.97 feet; thence N.74°44'03"W. a distance of 576.07 feet; thence N.61°11'04"W. a distance of 239.21 feet; thence N.16°07'23"W. a distance of 178.24 feet; thence N.54°58'40"W. a distance of 125.06 feet; thence N.36°44'23"E. a distance of 70.74 feet; thence S.53°43'30"E. a distance of 75.86 feet; thence N.73°53'32"E. a distance of 97.33 feet; thence N.16°06'28"W. a distance of 37.06 feet; thence N.73°53'32"E. a distance of 163.00 feet; thence S.16°06'28"E. a distance of 149.93 feet; thence S.62°34'24"E. a distance of 191.16 feet; thence S.74°44'03"E. a distance of 457.83 feet; thence S.89°49'13"E. 229.92 feet; thence S.80°42'55"E. a distance of 180.21 feet; thence S.89°28'25"E. a distance of 452.04 feet to the True Point of Beginning.

TURTLE CREEK SOUTH FIRST ADDITION (Phase II)

Beginning at the Northeast corner of TURTLE CREEK SOUTH, as per plat thereof recorded in Book 26 of Plats, pages 48 thru 50; thence along the Northerly line of said plat, following 6 courses:

1. N.89°28'25"W., 452.03 feet;
2. N.80°42'55"W., 180.21 feet;
3. N.89°49'13"W., 229.92 feet;
4. N.74°44'03"W., 457.83 feet;
5. N.62°34'24"W., 191.16 feet;
6. N.16°06'28"W., 149.93 feet;

thence continue N.16°06'28"W., 390.00 feet; thence N.73°21'31"W., 123.52 feet, to a point on a curve to the right the radius of which bears S.69°08'09"E., a distance of 294.00 feet; thence along said curve to the right through a central angle of 05°24'18" an arc distance of 27.74 feet; thence S.85°48'28"W., 160.00 feet; thence N.15°31'50"E., 85.00 feet to a point on a curve to the left the radius of which bears N.18°23'49"E., a distance of 614.00 feet; thence along said curve to the left, through a central angle of 02°55'35" an arc distance of 31.36 feet; thence N.29°57'40"E., 245.33 feet to the South line of the 35.00 foot wide Saltse Lake Outlet, as described and recorded under the Spokane County Auditor's document No. 4084933; thence along said South line, the following 8 courses:

1. S. 75°10'19"E., 59.02 feet;
2. S. 60°02'20"E., 244.47 feet;
3. S. 64°42'36"E., 125.19 feet;
4. S. 74°49'00"E., 923.23 feet;
5. S. 73°37'08"E., 183.11 feet;
6. S. 70°26'53"E., 102.18 feet;
7. S. 68°56'59"E., 75.03 feet;
8. S. 67°22'34"E., 106.12 feet.

to the West right of way line of Barker Road; thence South 0°00'00" East, along said South right of way line, 508.07 feet to the Point of Beginning;

Area=25.96 Acres



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EXHIBIT "D"

LEGAL DESCRIPTION FOR JOINT COMMON AREA

TURTLE CREEK SECOND ADDITION

Tracts "B", and "C" as defined as Common Area in Turtle Creek Second Addition as per plat thereof recorded in Volume 25 of Plats, Page 84, situated in the County of Spokane, State of Washington.

TURTLE CREEK THIRD ADDITION

Tract "A" as defined as Common Area as per Plat thereof recorded in Volume 26 of Plats, Page 89 situated in the County of Spokane, State of Washington.

TURTLE CREEK SOUTH FIRST ADDITION (Phase II)

Tract "F" as defined as Common Area of Turtle Creek First Addition, situated in the County of Spokane, State of Washington, A Plat to be filed, as further depicted on Exhibit "C" hereinabove, and being all on a part of the following described real property:

TURTLE CREEK SOUTH

TURTLE CREEK SOUTH, being a parcel of land in the Southeast Quarter of Section 19, T.25 N., R.45 E., W.M., in Spokane County, State of Washington, described as follows:

Beginning at the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section 19; thence s.00°00'00"E. along the east line of said Section 19 a distance of 355.65 feet; thence N.89°28'25"W, a distance of 30.00 feet to the westerly right of way of Barker Road and TRUE POINT OF BEGINNING of this parcel description; thence S.00°00'00"E. along said westerly right of way a distance of 294.01 feet; thence N.89°25'25"W, a distance of 636.19 feet; thence N.81°30'55"W, a distance of 305.97 feet; thence N.74°44'03"W, a distance of 576.07 feet; thence N.61°11'04"W, a distance of 239.21 feet; thence N.16°07'23"W, a distance of 178.24 feet; thence N.54°58'40"W, a distance of 125.06 feet; thence N.36°44'23"E, a distance of 70.74 feet; thence S.53°43'30"E, a distance of 75.86 feet; thence N.73°53'32"E, a distance of 97.33 feet; thence N.16°06'28"W, a distance of 37.06 feet; thence N.73°53'32"E, a distance of 163.00 feet; thence S.16°06'28"E, a distance of 149.93 feet; thence S.62°34'24"E, a distance of 191.16 feet; thence S.74°44'03"E, a distance of 457.83 feet; thence S.89°49'13"E, 229.92 feet; thence S.80°42'55"E, a distance of 180.21 feet; thence S.89°28'25"E, a distance of 452.04 feet to the True Point of Beginning.

TURTLE CREEK SOUTH FIRST ADDITION (Phase II)

Beginning at the Northeast corner of TURTLE CREEK SOUTH, as per plat thereof recorded in Book 26 of Plats, pages 4B thru 50; thence along the Northerly line of said plat, following 8 courses:

1. N.89°28'25"W., 452.03 feet;
2. N.80°42'55"W., 180.21 feet;
3. N.89°49'13"W., 229.92 feet;
4. N.74°44'03"W., 457.83 feet;
5. N.62°34'24"W., 191.16 feet;
6. N.16°06'28"W., 149.93 feet;

thence continue N.16°06'28"W., 390.00 feet; thence N.73°21'31"W., 123.52 feet, to a point on a curve to the right the radius of which bears S.69°08'09"E., a distance of 294.00 feet; thence along said curve to the right through a central angle of 05°24'18" an arc distance of 27.74 feet; thence S.85°48'28"W., 160.00 feet; thence N.15°31'50"E., 85.00 feet to a point on a curve to the left the radius of which bears N.18°25'49"E., a distance of 614.00 feet; thence along said curve to the left, through a central angle of 02°55'35" an arc distance of 31.36 feet; thence N.29°57'40"E., 245.33 feet to the South line of the 35.00 foot wide Saltese Lake Outlet, as described and recorded under the Spokane County Auditor's document No. 4084933; thence along said South line, the following 8 courses:

1. S. 75°10'19"E., 59.02 feet;
2. S. 60°02'20"E., 244.47 feet;
3. S. 64°42'36"E., 125.19 feet;
4. S. 74°49'00"E., 923.23 feet;
5. S. 73°37'08"E., 183.11 feet;
6. S. 70°26'53"E., 102.18 feet;
7. S. 68°56'39"E., 75.03 feet;
8. S. 67°22'34"E., 106.12 feet;

to the West right of way line of Barker Road, thence South 0°00'00" East, along said South right of way line, 508.07 feet to the Point of Beginning;

Area=25.96 Acres