



**After Recording Return To: Spokane County Engineer**  
**Attn.: Development Services Department**  
c/o Stewart Title  
111 W. North River Drive #202  
Spokane, WA 99201

County Road File: 347  
Document Title: *Replacement Drainage Easement*  
Grantor(s): *North Division Complex, L.L.C.*  
Grantee(s): *Government, County of Spokane; Jesse's Bluff Homeowners Association;*  
Abbreviated Legal Description: *A portion of NW¼ of Section 13, Township 26N, Range 42 E. WM*  
Legal Description: *See Attached Exhibits A and B.*  
Assessor's Tax Parcel Number: *A portion of Parcel No. 26132.9095 a portion of NW¼ S13T26NT42E*

**SPOKANE COUNTY DIVISION OF ENGINEERING**  
Spokane County, Washington

**REPLACEMENT DRAINAGE EASEMENT**

STW 1005-007

IN THE MATTER OF *Jesse's Bluff 1<sup>st</sup> Addition* (Spokane County Project No. P1631A, hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), North Division Complex, LLC., a Washington Limited Liability Company, for and in consideration of Mutual Benefits, the receipts of which is hereby acknowledged, grants to Spokane County, a political subdivision of the State of Washington, and the *Jesse's Bluff Homeowners Association*, a Drainage Easement over, under, upon, and across the real property legally described in the attached Exhibit A and B, situated in the County of Spokane, State of Washington.

This Replacement Drainage Easement will replace and vacate the prior drainage easements recorded under auditors document numbers 5166207, and 4961899.

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

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

The Grantor(s) and/or their successors in interest hereby accept complete and total responsibility for the construction of the facilities located within this Easement per the accepted road and drainage plans on file in the office of the Spokane County Engineer. The Grantor(s), the *Jesse's Bluff Homeowners Association*, and/or their successors in interest, hereby accept complete and total responsibility for the perpetual maintenance of the facilities located within this Easement. If the Grantor(s), the *Jesse's Bluff Homeowners Association*, and/or their successors in interest, fail to maintain the facilities, a notice of such failure may be given to the Grantor(s), the *Jesse's Bluff Homeowners Association*, and/or their successors in interest. If not corrected within the period indicated on said notice, Spokane County has the right to correct the maintenance failure, or have it corrected, at the expense of the Grantor(s), the *Jesse's Bluff Homeowners Association*, and/or their successors in interest.

The Grantor(s), the *Jesse's Bluff Homeowners Association*, and/or their successors in interest, hereby release Spokane County, and all of its officers, employees and agents from any responsibility or liability



for any damage whatsoever including inverse condemnation by or to any and all persons or property arising out of or in any way incident to or attributable to the storm drainage within the Easement.

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

IN WITNESS WHEREOF, I have hereunto set MY hand(s) and seal(s) this 27 day of OCTOBER, 2005.

North Division Complex, LLC.

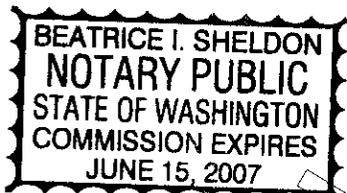
By: [Signature] Signature: Robert L. Heitman Jr  
Member

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF SPOKANE )

On this 27 day of OCTOBER, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT L. HEITMAN, SR to me known to be the MEMBER of North Division Complex, LLC, a Washington limited liability corporation, the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

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

Dated this 27 day of OCTOBER, 2005.

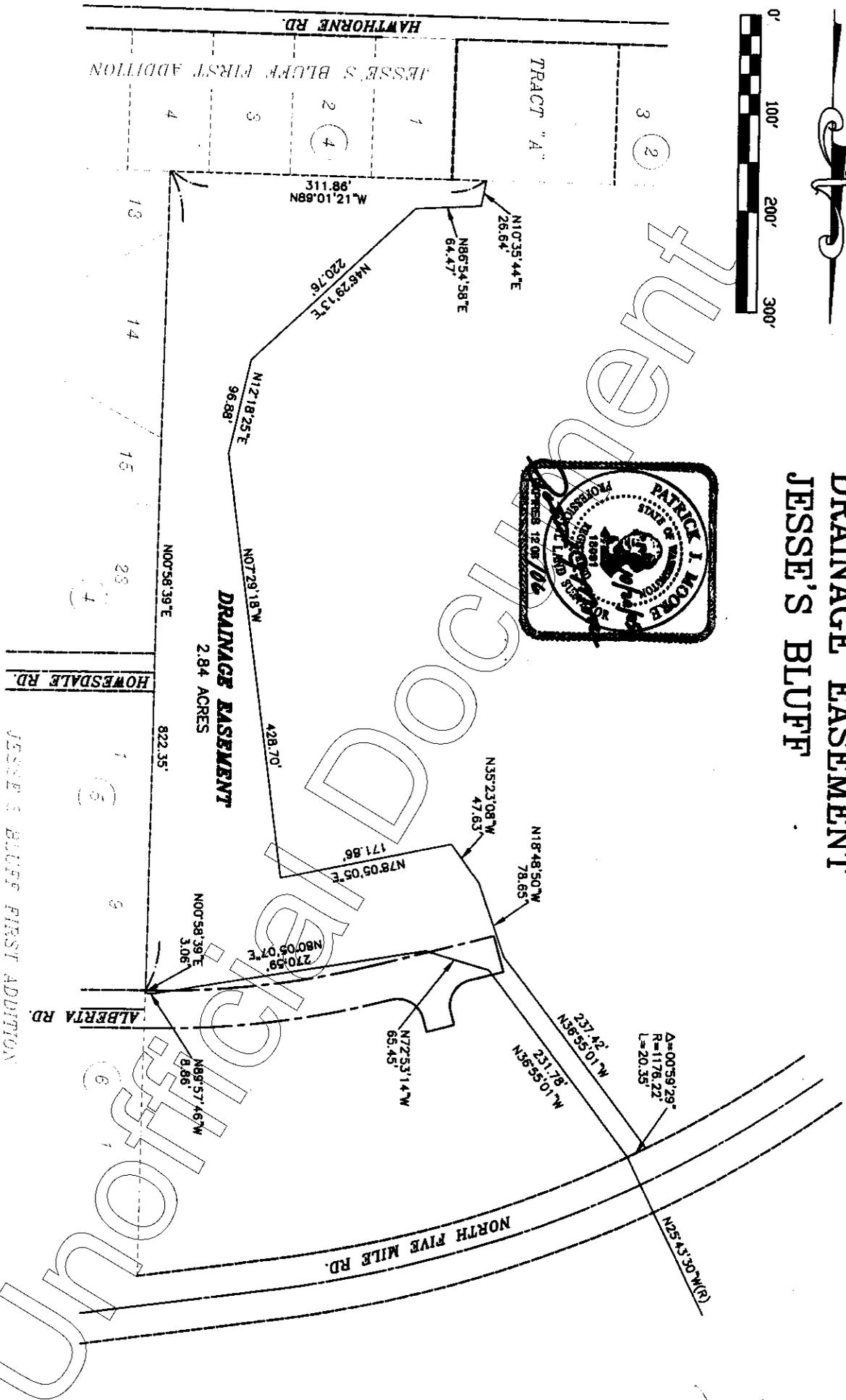
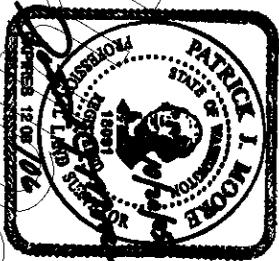


Beatrice I. Sheldon  
NOTARY PUBLIC  
In and for the State of Washington,  
residing at Spokane.  
My appointment expires 6/15/07.

Unofficial Document



**EXHIBIT "A"**  
**DRAINAGE EASEMENT**  
**JESSE'S BLUFF**



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STEWART TITLE OF SPOKANE

EAS \$35.00

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Spokane Co, WA

Legal Description  
Drainage Easement

That portion of the Northwest Quarter of Section 13, Township 26 North, Range 42 East, W.M. in the County of Spokane, State of Washington being more particularly described as follows: Beginning at the Southwest Corner of Lot 13, Block 4 of JESSE'S BLUFF FIRST ADDITION according to the plat thereof recorded in Book 29 of Plats, Pages 29 and 30, records of Spokane County; thence N00°58'39"E along the boundary of said plat, a distance of 822.35 feet to the Northwest corner of Lot 9, Block 5 of said plat; thence continue along the boundary of said plat, N00°58'39"E a distance of 3.06 feet; thence N89°57'46"W a distance of 8.86 feet; thence S80°05'07"W a distance of 270.59 feet; thence N72°53'14"W a distance of 65.45 feet; thence N36°55'01"W a distance of 231.78 feet to the southerly margin of North Five Mile Road, being also the beginning of a non-tangent curve concave to the southeast the radius of which bears S25°43'30"E a distance of 1176.22 feet; thence westerly along said curve through a central angle of 00°59'29" an arc distance of 20.53 feet; thence S36°55'01"E a distance of 237.42 feet; thence S18°48'50"E a distance of 78.65 feet thence S35°23'08"E a distance of 47.63 feet; thence N78°05'05"E a distance of 171.86 feet; thence S07°29'18"E a distance of 428.70 feet; thence S12°18'25"W a distance of 96.88 feet; thence S46°29'13"W a distance of 220.76 feet; thence S86°54'58"W a distance of 64.47 feet; thence S10°35'44"W a distance of 26.64 feet to its intersection with the north line of Tract "A" of JESSE'S BLUFF according to the plat thereof recorded in Book 26 of Plats, Pages 87 and 88, records of Spokane County; thence S89°01'21"E along said north line, a distance of 33.99 feet to the Northeast corner of said tract, being also the Northwest corner of Lot 1, Block 4 of said plat of Jesse's Bluff First Addition; thence S89°01'21"E along the boundary of said plat of Jesse's Bluff First Addition a distance of 277.87 feet to the point of beginning.

Containing 2.84 acres more or less

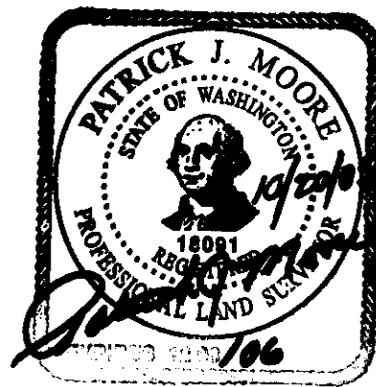


Exhibit "B"

Unofficial Document