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Spokane Co. WA

AFTER RECORDING RETURN TO:

Spokane County Public Works
Development Engineering Services, 2nd Floor
1026 W. Broadway Ave
Spokane, WA 99260-0170

Document Title: Drainage Declaration of Covenant

Grantor: Robert H. Tomlinson, Corrine M. Tomlinson, Robert L. Heitman, Jr., Laura J. Heitman, Michael D. Hume, Mary Ann Hume, and Washington Trust Bank, a Washington Corporation
Grantee: Spokane County
Abbreviated Legal Description: SW ¼ 13-26-42, Jesse's Bluff
Assessor's Tax Parcel Numbers: 26133.9065
County Reference No. PN-1631-91

SPOKANE COUNTY ENGINEER'S OFFICE
Spokane County, Washington

DRAINAGE DECLARATION OF COVENANTS

In consideration of the approval by Spokane County of the Plat of Jesse's Bluff (Spokane County Project No. PN-1631, hereinafter referred to as the "plat"), undersigned covenants and agrees that:

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all public and private drainage easements and Tracts for the purposes of inspection and emergency maintenance of drainage swales, ponds, ditches, culverts and other drainage facilities, if not properly maintained by the property owner or the Jesse's Bluff Homeowner's Association. Spokane County does not accept the responsibility to inspect or maintain drainage facilities located outside of public rights-of-way, except in cases where Spokane County specifically assumes that responsibility in writing. Neither does Spokane County accept any liability for any failure by the property owner(s) to properly maintain such areas.

The property owners within this plat shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across their respective properties. If the property owners fail to maintain the surface path of natural or man-made drainage flow, or drainage facilities on private properties, a notice of such failure may be given to the property owner. 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 property owner.

Spokane County does not accept the responsibility of maintaining the drainage course on private lots or floodplain areas within private lots, nor the responsibility for any damage whatsoever, including, but not limited to, inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.

Any building that is constructed on a lot in this plat shall be set at such an elevation so as to provide positive drainage away from any drainage entry point to the building (including but not limited to a window well, a window unprotected by a window well, or a doorway). Said positive drainage shall consist of a minimum slope of 3% away from the building for a distance of at least 10 feet from the building. The lots shall be graded so that either a) all runoff is routed away from the building, and conveyed over the lot to a natural drainage swale or approved drainage facility, or b) drainage intercepted on the lot is disposed of on the lot in an approved drainage facility. All drainage facilities for this plat, including any '208' swales, shall be constructed in accordance with the approved plans on file at the Spokane County Engineer's Office. Any proposed changes to the approved road and drainage plans must be approved by the Spokane County Engineer's Office prior to construction of said changes.



There may exist properties located uphill and adjacent to this subdivision which periodically discharge stormwater runoff onto individual lots within this plat. Stormwater runoff from nearby uphill properties should be expected, and during snow melt periods or wet seasons the lots may be subjected to higher amounts of stormwater runoff than what is normally observed or anticipated. Because stormwater runoff from adjacent properties have discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development.

This covenant and agreement shall run with the land in perpetuity, and shall be binding upon the owner, their heirs, successors and assigns, including the obligation to participate in the maintenance of the drainage facilities as provided herein.

The property owners within this plat shall maintain all water quality swales ("208" swales) and drainage ditches situated on their respective properties, and any portion of a '208' swale situated in a public right-of-way adjacent to their respective properties, with a permanent ground cover as specified in the currently approved and accepted plans on file at Spokane County's Engineer's Office. No structures, including fences, shall be constructed directly over or within a '208' swale without the expressed written consent of the Spokane County Engineer. Spokane County does not accept the responsibility to inspect and/or maintain the drainage easements or drainage swales, nor does Spokane County accept any liability for any failure by the lot owner(s) to properly maintain such areas.

The Jesse's Bluff Homeowner's Association or its successors in interest shall maintain the drainage facilities, located in common areas, easements, and tracts in conformance with the approved plans on file at the Spokane County's Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning storm pipes, ditches, drainage ponds, swales, etc., replacement of drainage facilities as needed, and maintaining live native-type dryland grasses or lawn turf in the '208' swales located in common areas or tracts, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage swale as indicated by the approved plans. The Jesse's Bluff Homeowner's Association shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities.

If the Jesse's Bluff Homeowner's Association, or their successors in interest, fail to maintain the drainage facilities in conformance with the accepted drainage plan on file at the Spokane County Engineer's Office, a notice of such failure may be given to the Jesse's Bluff Homeowner's Association, or their successors in interest, by the County Engineer. 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 Jesse's Bluff Homeowner's Association, or their successors in interest.

Should the Jesse's Bluff Homeowner's Association be terminated for any reason, the successors in interest shall be the individual lot owners, or their successors in interest, who are members of the Jesse's Bluff Homeowner's Association at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

IN WITNESS WHEREOF, the aforesaid owners have hereunto set their hand this 8th day of December, 2000.

[Signature]
ROBERT H. TOMLINSON

[Signature]
CORRINE M. TOMLINSON

[Signature]
ROBERT L. HEITMAN, JR.

[Signature]
LAURA J. HEITMAN

[Signature]
MICHAEL D. HUME

[Signature]
MARY ANN HUME

WASHINGTON TRUST BANK
A Washington Corporation

BY: [Signature]
Its: VP - Income Property

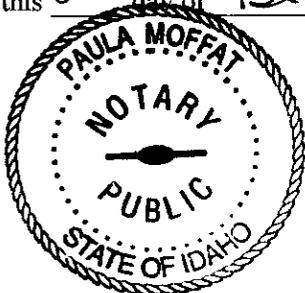


ACKNOWLEDGMENTS

Idaho
STATE OF WASHINGTON)
) ss
County of Spokane)
 Kootenai

I certify that I know or that I have satisfactory evidence that ROBERT H. TOMLINSON and CORRINE M. TOMLINSON, husband and wife are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as their free and voluntary act and deed, for the uses and purposes stated in the instrument.

DATED this 8th day of December, 2000.

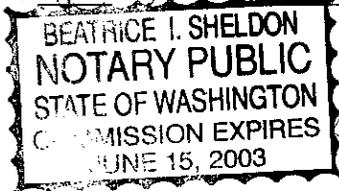


Paula Moffat
NOTARY PUBLIC in and for the State of
Idaho Washington, residing at Spokane Coeur d'Alene
My commission expires June 27, 2006

STATE OF WASHINGTON)
) ss
County of Spokane)

I certify that I know or that I have satisfactory evidence that ROBERT L. HEITMAN, JR. and LAURA J. HEITMAN, husband and wife are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as their free and voluntary act and deed, for the uses and purposes stated in the instrument.

DATED this 7 day of DECEMBER, 2000.

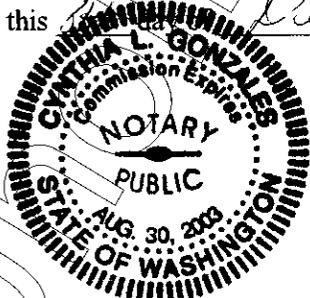


Beatrice I. Sheldon
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My commission expires 6/15/03

STATE OF WASHINGTON)
) ss
County of Spokane)

I certify that I know or that I have satisfactory evidence that MICHAEL D. HUME and MARY ANN HUME, husband and wife are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as their free and voluntary act and deed, for the uses and purposes stated in the instrument.

DATED this 8 day of December, 2000.



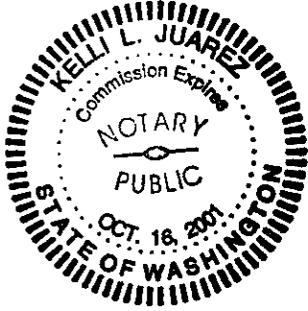
Cynthia L. Gonzales
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My commission expires 8-30-03



STATE OF WASHINGTON)
) ss
County of Spokane)

On this 14th day of December 2000, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared R. Terry Neal to me know to be the Vice President of WASHINGTON TRUST BANK, a Washington corporation that executed the within and 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 and that the seal affixed (if any) is the corporation seal of said corporation.

Given under my hand and official seal the day and year last above written.



Kelli L. Juarez Kelli L. Juarez
NOTARY PUBLIC in and for the State of
Washington, residing at Spokane
My commission expires 10/18/01

Unofficial Document