



After Recording Return To: Spokane County Engineer  
Attn.: Development Services Department

X E. EASING Tax Exempt  
Date 9/12/2003  
Spokane County Treas.  
By DL Grubbs

County Road File : 347  
Document Title: Off-Site Turnaround, Drainage & Sewer Easement  
Grantor(s): North Division Complex, LLC.  
Grantee(s): Spokane County of Spokane and the Jesse's Bluff Homeowner's Association  
Abbreviated Legal Description: NW1/4 of Section 13, Township 26N, Range 42E, WM  
Legal Description: See Attached Exhibits A and B.  
Assessor's Tax Parcel Number: A portion of Parcel No. 26132.9095 a portion of NW1/4 S13T26NR42E



SPOKANE COUNTY DIVISION OF ENGINEERS  
Spokane County, Washington

OFF-SITE TURNAROUND, DRAINAGE & SEWER EASEMENT

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 Corporation 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, an Easement over, upon, and across the temporary turnaround and drainage area, legally described in the attached Exhibit A.

The Easement granted to Spokane County, its authorized agents and the Jesse's Bluff Homeowners Association, is for the purpose of providing an area for emergency or other vehicles to safely navigate on or turn around, and 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 located within the same above-described lands.

This easement is also for the purpose of installing , operating, and maintaining sewer. The Grantor(s), their successors in interest and/or the Jesse's Bluff Homeowners Association hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above described lands. The property owner shall maintain the Sewer Easement area with a permanent live cover of dryland type grasses acceptable to the office of the Spokane County Division of Engineering, with optional shrubbery and/or trees, which does not obstruct the flow and percolation of sewer water in the sewer area as indicated by the approved plans.

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

The Grantor(s) and/or their successors in interest hereby accept complete and total responsibility for the construction of the drainage and sewer facilities located within this Easement per the accepted road and drainage plans on file in the office of the Spokane County Engineer and the Spokane County Division of Utilities.

The Grantor(s), their successors in interest and/or the Jesse's Bluff Homeowners Association hereby accept complete and total responsibility for the perpetual maintenance of the drainage facilities, access & turnaround roads located within this Easement. If the Grantor(s), their



facilities, access & turnaround roads located within this Easement. If the Grantor(s), their successors in interest and/or the Jesse's Bluff Homeowners Association fail to maintain the facilities, a notice of such failure may be given to the Grantor(s), their successors in interest and/or the Jesse's Bluff Homeowners Association. 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), their successors in interest and/or the Jesse's Bluff Homeowners Association.

The property owners and/or their successors in interest shall maintain the sewer facilities in conformance with the approved plans. The property owner and/or their successors shall inform each succeeding purchaser of all Sewer Easements on the property and his responsibility for maintaining sewer facilities within said Easements.

Whenever the property owners or their successors in interest fail to maintain the sewer facilities in conformance with the approved Sewer Plan, a notice by the County will be given to the individual lot owners or their successors in interest. If not corrected after ten (10) days, the County has the right to correct the maintenance failure or have it corrected at the expense of the individual lot owners or their successors in interest.

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

The Grantor(s), their successors in interest and/or the Jesse's Bluff Homeowners Association 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.

North Division Complex, LLC.

By: Robert L. Heitman In Signature: [Handwritten Signature]

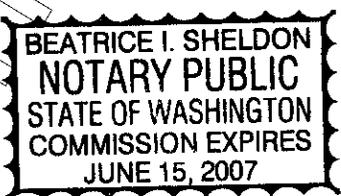
STATE OF WASHINGTON

COUNTY OF SPOKANE

On this 2 day of SEPTEMBER 2003, 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 2 day of SEPTEMBER, 2003.



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

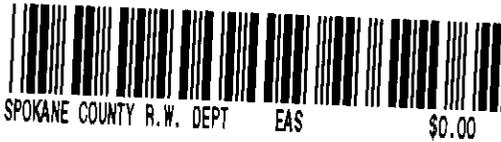
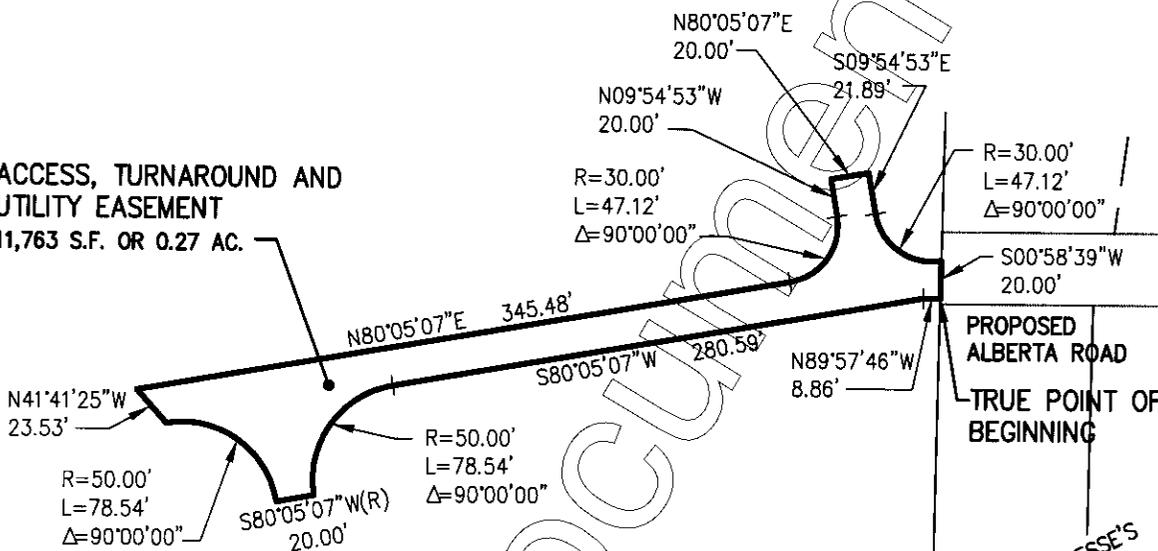


EXHIBIT A  
ACCESS, TURNAROUND AND UTILITY  
EASEMENT  
NORTHWEST ONE-QUARTER OF SECTION  
13, TOWNSHIP 26 NORTH, RANGE 42  
EAST, W.M., SPOKANE COUNTY, WA

ACCESS, TURNAROUND AND  
UTILITY EASEMENT  
11,763 S.F. OR 0.27 AC.

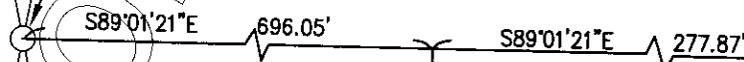


8-26-03



SCALE  
1"=100'

WEST ONE-QUARTER CORNER OF SECTION  
13. FOUND 5/8" REBAR WITH CAP MARKED  
"29286"



JESSE'S BLUFF  
TRACT A

PROPOSED  
HOWESDALE ROAD

PROPOSED JESSE'S  
BLUFF FIRST  
ADDITION

PROPOSED  
ALBERTA ROAD  
TRUE POINT OF  
BEGINNING



## ATTACHMENT "B"

### LEGAL DESCRIPTION FOR Access, Turnaround and Utility Easement

That portion of the Northwest one-quarter of Section 13, Township 26 North, Range 42 East, W.M., Spokane County, Washington located in a parcel of land as described in Statutory Warranty Deed recorded under Auditor's File Number 4610273 described as follows:

Commencing at a 5/8 inch rebar with cap marked "29286" marking the West one-quarter corner of said Section 13; Thence South 89°01'21" East along the South line of said Northwest one-quarter a distance of 696.05 feet to the Northeast corner 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 South 89°01'21" East along said South line a distance of 277.87 feet;

Thence North 00°58'39" East a distance of 825.41 feet to the **TRUE POINT OF BEGINNING;**

Thence North 89°57'46" West a distance of 8.86 feet;

Thence South 80°05'07" West a distance of 280.59 feet to the beginning of a curve concave southeasterly having a radius of 50.00 feet;

Thence southwesterly along said curve through a central angle of 90°00'00" an arc distance of 78.54 feet;

Thence South 80°05'07" East a distance of 20.00 feet to the beginning of a non-tangent curve concave southwesterly having a radius of 50.00 feet from which point a radial line bears South 80°05'07" West;

Thence northwesterly along said curve through a central angle of 90°00'00" an arc distance of 78.54 feet;

Thence North 41°41'25" West a distance of 23.53 feet;

Thence North 80°05'07" East a distance of 345.48 feet to the beginning of a curve concave northwesterly having a radius of 30.00 feet;

Thence northerly along said curve through a central angle of 90°00'00" an arc distance of 47.12 feet;

Thence North 09°54'53" West a distance of 20.00 feet;

Thence North 80°05'07" East a distance of 20.00 feet;

Thence South 09°54'53" East a distance of 21.89 feet to the beginning of a curve concave northeasterly having a radius of 30.00 feet;

Thence southeasterly along said curve through a central angle of 90°00'00" an arc distance of 47.12 feet;

Thence South 00°58'39" West a distance of 20.00 feet to the **TRUE POINT OF BEGINNING;**  
Containing 11,763 square feet or 0.27 acres.