



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

R. E. Excise Tax Exempt
Date **9/12/2003**
Spokane County Treas.
By **D. L. Grubbs**

County Road File : 347
Document Title: *Drainage 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 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 NW1/4 S13T26NR42E*



SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington

DRAINAGE EASEMENT

IN THE MATTER OF *Jesse's Bluff 1st 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 drainage area, legally described in the attached Exhibit A and B.

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 located within the same above-described lands. The Grantor(s) and/or their successors in interest hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above described lands. The Grantor(s) 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 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 facilities.

The Grantor(s) hereby accept complete and total responsibility for the construction of all related drainage facilities located within this Easement per the accepted road and drainage plans on file in the office of the Spokane County Engineer, including but limited to all drainage facilities necessary to convey, direct or route the stormwater runoff to said drainage facility or facilities. 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. In addition, the Grantor(s), the Jesse's Bluff Homeowners Association, and/or their successors in interest, where applicable, shall maintain the drainage area with a permanent live ground cover, which may include shrubbery and/or trees, so long as they do not obstruct the flow and percolation of storm drainage. If the Grantor(s) and/or their successors in interest fail to maintain the facilities, a notice of such failure may be given to the Grantor(s) 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) 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.

North Division Complex, LLC.

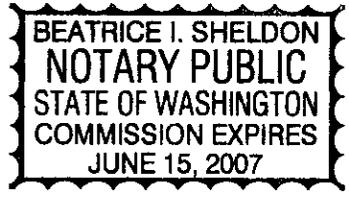
By: Robert L. Heitman Jr Signature: [Handwritten Signature]

STATE OF WASHINGTON)
)ss.
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.

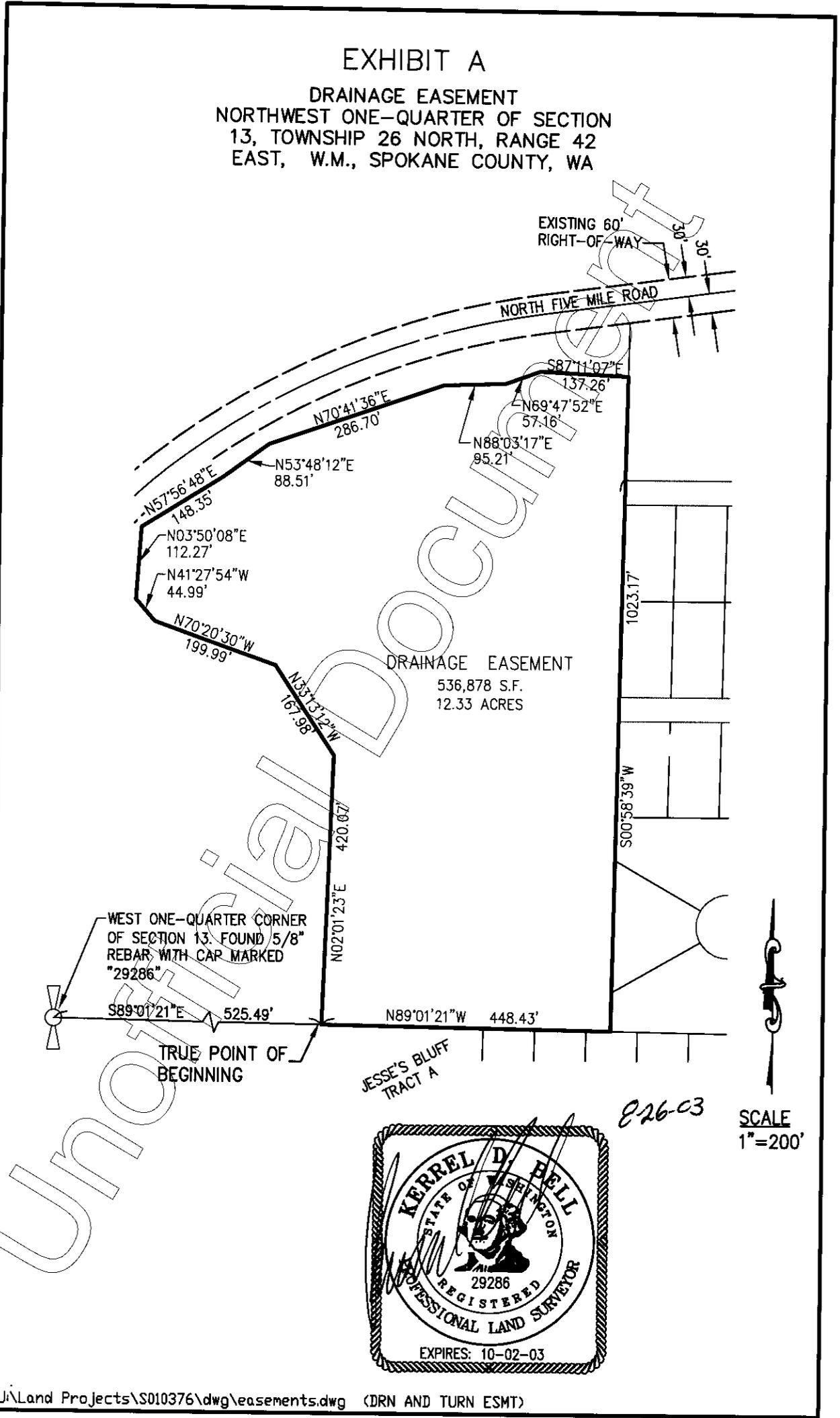


Beatrice I. Sheldon
NOTARY PUBLIC
In and for the State of Washington,
residing at Spokane.
My appointment expires 6/15/07.

Unofficial Document

EXHIBIT A

DRAINAGE EASEMENT NORTHWEST ONE-QUARTER OF SECTION 13, TOWNSHIP 26 NORTH, RANGE 42 EAST, W.M., SPOKANE COUNTY, WA





ATTACHMENT "B"

LEGAL DESCRIPTION FOR DRAINAGE 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, said line also being the North boundary of Jesse's Bluff according to the plat thereof, recorded in Book 26 of Plats, Pages 87 and 88, records of Spokane County, a distance of 525.49 feet to the **TRUE POINT OF BEGINNING**;

Thence North 02°01'23" East a distance of 420.07 feet;

Thence North 33°13'12" West a distance of 167.98 feet;

Thence North 70°20'30" West a distance of 199.99 feet;

Thence North 41°27'54" West a distance of 44.99 feet;

Thence North 03°50'08" East a distance of 112.27 feet;

Thence North 57°56'48" East a distance of 148.35 feet;

Thence North 53°48'12" East a distance of 88.51 feet;

Thence North 70°41'36" East a distance of 286.70 feet;

Thence North 88°03'17" East a distance of 95.21 feet;

Thence North 69°47'52" East a distance of 57.16 feet;

Thence South 87°11'07" East a distance of 137.26 feet;

Thence South 00°58'39" West a distance of 1023.17 feet to a point on the said South line of the Northwest one-quarter of Section 13;

Thence North 89°01'21" West along said South line a distance of 448.43 feet to the **TRUE POINT OF BEGINNING**.

Containing 536,878 square feet or 12.33 acres.

8-26-03

