



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

Document Title: *Temporary Drainage, Utility & Access Easement*
Grantor(s): *Prairie Breeze Properties LLC & EPIX Ventures LLC*
Grantee(s): *Government, County of Spokane and Prairie Breeze Homeowners Association*
Abbreviated Legal Description: *A portion of W½ of Section 30, Township 25 North and Range 45 E W.M.*
Legal Description: *See Attached exhibits A and B.*
Assessor's Tax Parcel Number: *A portion of Parcel #26144.9097*

SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington

TEMPORARY DRAINAGE EASEMENT

IN THE MATTER OF *Prairie Breeze 1" Addition, County of Spokane Project #PN-1811-96* hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), *Prairie Breeze Properties LLC & EPIX Ventures LLC*, 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 *Prairie Breeze Homeowners Association*, a Temporary Drainage, Utility & Access Easement over, under, upon, and across the real property legally described in the attached *exhibits A and B.*, situated in the County of Spokane, State of Washington.

The Easement granted to Spokane County, its authorized agents and the *Prairie Breeze 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 temporary easement area to inspect and perform emergency maintenance of these facilities. The Grantor(s), the *Prairie Breeze 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 *Prairie Breeze 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 *Prairie Breeze Homeowners Association*, and/or their successors in interest,

R. E. Excise Tax Exempt
Date 8/11/2014
Spokane County Treas.
By SLG

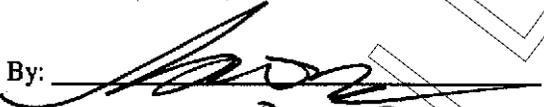
the right of ingress and egress to, over, and from said Easement for the purpose of inspection and emergency maintenance of drainage facilities.

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 *Prairie Breeze 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 *Prairie Breeze 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 *Prairie Breeze 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 *Prairie Breeze Homeowners Association*, and/or their successors in interest.

This Temporary Drainage, Utility, & Access Easement will vacate only upon the filing of a plat that includes either a Replacement Easement that has been reviewed, accepted and recorded by Spokane County, or has incorporated into it's design, facilities that can adequately contain, convey and/or dispose of the stormwater runoff intended to be contained, conveyed or disposed of in the original Temporary Drainage Easement area. Said Replacement Easement and supporting documents shall be submitted to the Spokane County Engineer for review, acceptance and recording prior to vacation of the original Temporary Drainage Easement and/or final plat of the affected parcel.

The Grantor(s), the *Prairie Breeze 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.

IN WITNESS WHEREOF, WE have hereunto set OUR hand(s) and seal(s) this 31st day of JULY 2014

By: 
Stephen Bowman
Manager
Prairie Breeze Properties, LLC

By: 
Stephen Bowman
Manager
EPM Ventures, LLC

STATE OF WASHINGTON)
COUNTY OF ~~SPOKANE~~) ss
PIERCE

I certify that I know or have satisfactory evidence that Stephen Bowman
Manager of Prairie Breeze Properties, LLC
(is/are) the individual(s) who appeared before me, and said individual(s) acknowledged that (he/she/they) signed this instrument, and acknowledged it as (his/her/their) free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 31 day of July, 2014.



Maygan Hurst
NOTARY PUBLIC

In and for the State of Washington,
residing at Spokane, TRACOMA
My appointment expires 10-25-17.

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss
Piece

I certify that I know or have satisfactory evidence that Stephen Bowman
Manager of EPix Ventures, LLC
(is/are) the individual(s) who appeared before me, and said individual(s) acknowledged that (he/she/they) signed this instrument, and acknowledged it as (his/her/their) free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 31 day of July, 2014.



Maygan Hurst
NOTARY PUBLIC

In and for the State of Washington,
residing at Spokane, TRACOMA
My appointment expires 10-25-17.

Unofficial Document

November 27, 2013

DRAINAGE EASEMENT

BEGINNING AT THE SOUTHWEST CORNER OF LOT 19, BLOCK 2 OF PRAIRIE BREEZE ADDITION; THENCE S89°37'18"W A DISTANCE OF 317.63 FEET; THENCE N00°22'42"W A DISTANCE OF 10.00 FEET; THENCE N89°37'18"E A DISTANCE OF 317.63 FEET; THENCE S00°22'42"E A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Unofficial Document

