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02/22/2005 03:36P  
Spokane Co, WA

**After Recording Return To: Spokane County Engineer's Office  
Attn.: Gary Nyberg, Development Services**

Document Title: Drainage Easement  
Grantor(s): Spokane County  
Grantee: Ridge Associates, L.P. and Seaboard Washington, L.P.  
General Legal Description: Portions of SEC. 28, RGE. 24N., TWN. 43E., W.M.  
and NE¼ of SEC. 33, RGE. 24N., TWN. 43E., W.M.  
Hangman Valley Golf Course, Spokane County, WA  
Assessor's Tax Parcel Number(s): 34285.9056 and 34283.9057  
Exact Legal Description: See Exhibit "A"

5-0149

## HANGMAN VALLEY GOLF COURSE DRAINAGE EASEMENT

THIS EASEMENT, made and entered this 16 day of FEBRUARY, 2005, between SPOKANE COUNTY, a political subdivision of the State of Washington, having offices for the transaction of business at W. 1116 Broadway, Spokane, Washington 99260, hereinafter referred to as "COUNTY," and RIDGE ASSOCIATES LIMITED PARTNERSHIP and SEABOARD WASHINGTON LIMITED PARTNERSHIP offices for the transaction of business at 500 Ohio Gulch Road, Hailey, Idaho, 83333, hereinafter individually and jointly referred to as "DEVELOPER," jointly hereinafter referred to as the "PARTIES."

### RECITALS

WHEREAS, pursuant to the provisions of RCW Section 36.32.120(6), the Board of County Commissioners of Spokane County has the care of COUNTY property and the management of COUNTY funds and business; and

R. E. Excise Tax Exempt  
Date Feb 17 2005  
Spokane County Treas.  
By Chubert

**WHEREAS**, COUNTY is the owner of certain real property located in Section 28, Township 24 North, Range 43 East, W.M., Spokane County, WA commonly known as "Hangman Valley Golf Course"; and

**WHEREAS**, DEVELOPER is the owner of certain real property located in Section 28, Township 24 North, Range 43 East, W.M., Spokane County, WA, which property is the subject of Plat No. PE-1638, entitled "The Ridge at Hangman" (hereinafter also referred to as the "PLAT"); and

**WHEREAS**, five (5) phases of the Ridge at Hangman have been final platted with the sixth (6<sup>th</sup>) phase in the process of being finalized; and

**WHEREAS**, DEVELOPER has requested that stormwater from certain portion of the Ridge at Hangman be allowed to discharge onto the Hangman Valley Golf Course and that the volume of the flow discharged onto the Hangman Valley Golf Course be allowed to increase from the pre-developed condition; and

**WHEREAS**, the Spokane County Engineer has accepted final road and drainage plans for PLAT Phases 1-5, inclusive, and is ready to accept those for Phase 6 at this time; and

**WHEREAS**, the Spokane County Parks & Recreation Director and Maintenance Superintendent of the Hangman Valley Golf Course has concurred with the drainage disposal proposal on the golf course; and

**WHEREAS**, COUNTY acknowledges receipt of \$100.00 and other good and valuable consideration from the DEVELOPER as the Easement Fee; and

**NOW THEREFORE**, COUNTY, for and in consideration of the easement fee, conveys and warrants to DEVELOPER, a perpetual non-exclusive easement over, under, upon and across established golf course drainage ways located on the hereinafter described lands situated in the County of Spokane, State of Washington:

See Exhibit "A" attached hereto and incorporated herein by reference.

**1. Purpose**

The perpetual, non-exclusive easement granted to DEVELOPER is for the sole purpose of discharging stormwater volumes, from the platted lots described in Exhibit "B" attached hereto and incorporated herein by reference, in excess of the pre-development runoff quantities that have been generated by the platted lots described in Exhibit "B".



This Easement does not grant or imply discharge rights involving peak runoff rates exceeding pre-development levels for the effective design storms. This acceptance of developed stormwater volumes is limited to those released down established golf course drainage ways from the assigned discharge points and in the manner of the planned discharge behavior of the outlets and control structures as shown and intended on the final road and drainage plans and design documents that are accepted by the Spokane County Engineer and on file in the Spokane County Engineer's Office.

This Easement neither grants nor implies any access or construction rights to the DEVELOPER on the Hangman Valley Golf Course property. All drainage facilities pertaining and draining to this EASEMENT are located on the PLAT properties.

The drainage facilities must be strictly constructed and maintained in a manner consistent with accepted plans and design documents. Alterations to the drainage facilities subsequent to their original construction and certification are subject to the review and shall have the prior written approval of the Spokane County Engineer's Office before any alterations are made. In the event DEVELOPER fail(s) to properly construct or maintain the drainage facilities in accordance with accepted plans and design documents COUNTY reserves the right to cancel and terminate this Easement and DEVELOPER shall be solely responsible for making other arrangements relative to discharge of stormwater in excess of pre-developed quantities.

In the event of any damages to the Hangman Valley Golf Course property and/or improvements resulting from the improper construction, the failure to maintain, or unauthorized alterations of the drainage facilities COUNTY reserves the right to cancel and terminate this Easement and DEVELOPER shall be solely responsible for making other arrangements relative to discharge of stormwater in excess of pre-developed quantities.

This Easement together with all its rights and responsibilities shall be binding on the successor(s) and assigns of and purchasers from DEVELOPER.

It is expressly understood and agreed that the COUNTY and/or its successors and assigns shall have the right of ingress and egress to and from the property described in Exhibit "A" for all purposes as deemed necessary by COUNTY, including but not limited to golf play.

## 2. Insurance

DEVELOPER shall maintain a policy of liability insurance, with an insurance company with an A.M. Best rating of A- or better, with limits of at least \$1,000,000.00 per



occurrence, in which COUNTY, and their respective agents, officers, and employees are named as additional insureds. Said policy shall provide coverage with respect to any and all claims for injury/death and/or damage to any and all persons, or property, real or personal, arising from the design, operation, maintenance or failure of the storm drainage conveyance and disposal facilities and appurtenant structures located on the real property described in Exhibits "A" and "B."

A copy of said policy shall be provided to the Spokane County Engineer and the Spokane County Risk Manager, and be kept on file at the respective offices.

3. Other

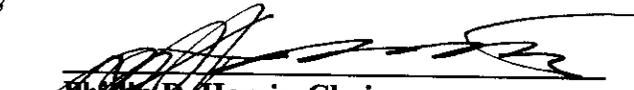
In the event of a breach of this Easement by DEVELOPER, COUNTY reserves the right to seek any remedy allowed by law, in addition to those set forth herein.

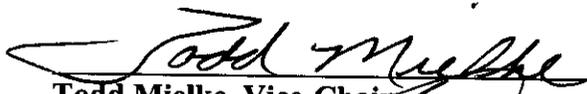
The Easement granted herein shall run with the land. No modification of the boundaries or purpose of said Easement can be made without the prior written approval of COUNTY.

In the event the aforementioned Easement ceases to be used for the express purposes referenced herein, it shall automatically become null and void and will cease to be an encumbrance upon the above referenced real property.



**BOARD OF COUNTY COMMISSIONERS  
OF SPOKANE, COUNTY, WASHINGTON**

  
Philip D. Harris, Chair

  
Todd Mielke, Vice-Chair

  
Mark Richard, Commissioner

**ATTEST:  
VICKY M. DALTON  
CLERK OF THE BOARD**

BY:   
Daniela Erickson, Deputy

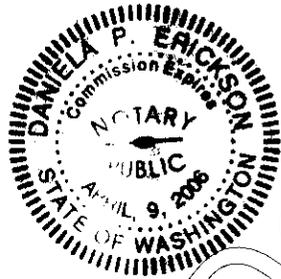


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Spokane Co, WA

STATE OF WASHINGTON )  
 ) SS  
County of Spokane )

On this 8th day of February, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared PHILLIP HARRIS, TODD MIELKE, and MARK RICHARD to me known to be the members of the Board of County Commissioners of Spokane County, a political subdivision of the State of Washington, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said County, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the seal of said County.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Daniela P. Erickson  
Notary Public in and for the  
State of Washington, residing at Spokane.  
My commission expires 4-9-2008

Unofficial Document



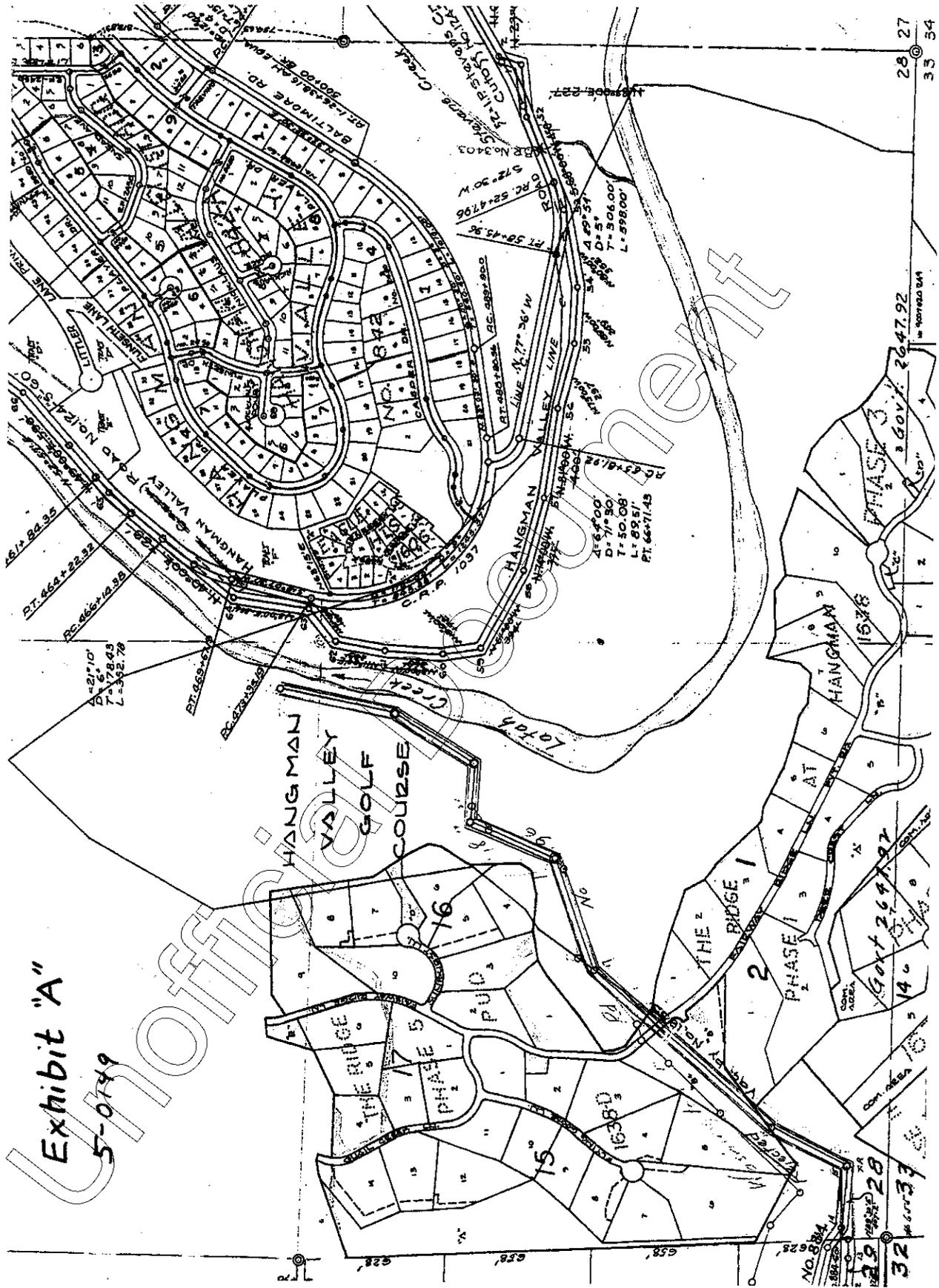


Exhibit "A"  
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