



AFTER RECORDING MAIL TO:

NAME SPOKANE COUNTY ENGINEERS

ADDRESS 1026 W. BROADWAY

CITY/STATE SPOKANE, WA
ATTN: COLLEEN S. LITTLE, EIT

5

DOCUMENT TITLE(S): (OR TRANSACTIONS CONTAINED THEREIN)

1. DRAINAGE AND ACCESS EASEMENT
- 2.
- 3.
- 4.



First American Title Insurance Company

147445-K5

(this space for title company use only)

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

ADDITIONAL NUMBERS ON PAGE OF DOCUMENT

GRANTOR(S): (LAST NAME FIRST, THEN FIRST NAME AND INITIALS)

- 1.
2. RIVERBLUFF LAND COMPANY, LLC
- 3.
- 4.
- 5.

GRANTEE(S): (LAST NAME FIRST, THEN FIRST NAME AND INITIALS)

1. RIVER BLUFF RANCH ASSOCIATION
2. SPOKANE COUNTY
- 3.
- 4.
- 5.

ABBREVIATED LEGAL DESCRIPTION AS FOLLOWS: (I.E. LOT/BLOCK/PLAT OR SECTION/TOWNSHIP/RANGE/QUARTER/QUARTER)

PFN- NE 1/4 27-27-42

COMPLETE LEGAL DESCRIPTION IS ON PAGE OF DOCUMENT

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): 27224.9025, 27276.9025

NOTE: THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION ON THE FORM. THE STAFF WILL NOT READ THE DOCUMENT TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED HEREIN.



After Recording Return To: Spokane County Engineer's Office

Attn.: Colleen S. Little, EIT

Document Title: Drainage and Access Easement

Grantors: Riverbluff Land Company, LLC, Pine Hills, Inc., Chris L. Hefel and Lori J. Hefel

Grantees: River Bluff Ranch Association and Spokane County

Legal Description: Part of the SE ¼ of Section 22 and the NE ¼ of Section 27, Township 27 North, Range 42 East, W.M., Spokane County, Washington

Additional Legal Description: See Attached Exhibit "A"

Assessor's Tax Parcel Number(s): 27224.9025 and 27276.9025

Reference Number: _____

Log In Date: 7-16-2001 Requested by: Colleen S. Little Prepared by: Bill Hemmings, PE

Purpose: Plat Requirement RF No(s): _____ Road Name(s): _____

Spokane County Engineer's Office
Spokane County, Washington

DRAINAGE AND ACCESS EASEMENT

IN THE MATTER OF RIVER BLUFF RANCH PUD (Spokane County Project No. P-1866, hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, **Riverbluff Land Company, LLC**, a Tennessee Limited Liability Company, having a business address of 4425 West Lookout Mountain Lane, Suite A, Spokane, WA 99208, **Pine Hills, Inc., Chris L. Hefel and Lori J. Hefel**, for and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, grants to the **River Bluff Ranch Association** and its successors in interest and **Spokane County** a nonexclusive drainage and access easements over, under, upon and across the following described real property situated in the County of Spokane, State of Washington:

See Exhibit "A"

AFFECTS ASSESSORS PARCEL NO(S): 27224.9025 and 27276.9025

A nonexclusive blanket drainage and access easement is dedicated to **River Bluff Ranch Association** and its successors in interest and **Spokane County** over the entire property described in the attached Exhibit A, for the purpose of preserving and maintaining the natural stormwater drainage channels that exist within said property and providing an easement for the construction, operation, maintenance and future replacement of stormwater facilities as indicated on or as may determined from the related road and drainage plans accepted for the Project and kept on file at the Spokane County Engineer's Office, aerial photographs, U.S. Geodetic Survey topographic maps, other documents related to the project site, and/or on-site visual observation.

This blanket drainage and access easement will vacate only upon the filing of a plat that lies within the affected easement areas, which more accurately describes the location and alignment of the natural drainage course flow line(s) and an exact location of any required stormwater facilities that are required by the Project as if they existed at the time these project plans were accepted by the Spokane County Engineer or may have been modified under a written approval from the Spokane County Engineer, on the affected parcel(s) and any required stormwater improvements for the new plat. Said plat shall also indicate the easement width necessary to convey the required design storm events and to provide appropriate freeboard and adequate maintenance access to all required stormwater facilities, as determined by the Spokane County Engineer. This blanket drainage and access easement will only vacate within the area being platted.

The minimum width of a platted natural drainage or stormwater easement shall be not less than 50' on either side of the flow line of the natural drainage course, unless determined otherwise by a Professional Engineer licensed in the State of Washington, and approved by the Spokane County Engineer. Said natural drainage or stormwater easement and supporting documents shall be submitted to the Spokane County Engineer for acceptance prior to recording.

Should the **River Bluff Ranch 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 **River Bluff Ranch Association** at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

R. E. Exempt Tax Exempt
Date: Sept 6 2001
Spokane County Treas.
By: [Signature]



The **River Bluff Ranch Association** and its successors in interest, shall be responsible for maintaining the natural drainage course easement areas in a vegetated condition with no man-made impediments to runoff flow installed in the easement area and also operating, maintaining and reconstructing any manmade drainage ditches, pipes, ponds, access roads, etc. in accordance with the approved design and the operation and maintenance manual for the Project as approved on the Project plans and as accepted by the Spokane County Engineer for the Project. The **River Bluff Ranch Association** and its successors in interest are responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across the property and also the maintenance and future reconstruction of any manmade drainage ditches, pipes, ponds, access roads, etc. in accordance with the design criteria and the operation and maintenance manual as approved on the Project plans as accepted by the Spokane County Engineer for the portion of the project that lies within the property that is described in Exhibit A. If the **River Bluff Ranch Association** and its successors in interest, fails to maintain the surface path of natural or man-made drainage flow, or the stormwater drainage ponds and associated access and stormwater facilities, a notice of such failure may be given to the **River Bluff Ranch Association** or its 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 River Bluff Ranch Association and its successors of interest.

There may exist properties located uphill and adjacent to this project, which periodically discharge stormwater runoff onto individual lots within this project. Runoff from nearby uphill properties should be expected, and during snowmelt 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 project prior to development, stormwater runoff will likely continue to do so after development. It is the responsibility of the individual lot owners to maintain existing surface paths of runoff through their respective lots and to grade the lots in accordance with applicable rules and regulations, so as to prevent property damage.

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all natural drainage and stormwater easements for the purposes of inspection and emergency maintenance, if said easements are not properly maintained by the **River Bluff Ranch Association** and its successors in interest. 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, which may be defined herein through the adoption of a Special Stormwater Management Service Area, or in other documents. Neither does Spokane County accept any liability for any failure by the property owner(s) to properly maintain such areas.

No structures, including fences, or landscaping improvements shall be constructed directly over or within a natural drainage and/or stormwater easement without the expressed written consent of the Spokane County Engineer. Any building that is constructed on a lot in this Project 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. The approved drainage facility shall be constructed in accordance with any applicable accepted plans on file at the County Engineer's Office. Any revisions to the accepted drainage plans must be accepted by the County Engineer's Office prior to construction of said revisions.

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.

Nothing in this easement shall be construed to restrict Grantor's use of the afore described property (Exhibit A) to the extent that such uses do not interfere with the proper functioning and maintenance of the ditches and ponds constructed thereon.

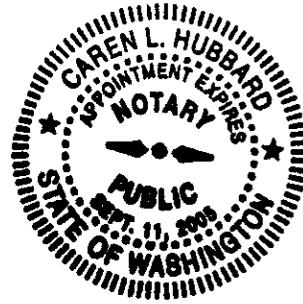
This easement shall run with the land in perpetuity, and shall be binding upon the owner, their heirs, successors and assigns, including the obligation to participate in the maintenance of the drainage facilities as provided herein.



IN WITNESS WHEREOF, **Chris L. Heftel**, President of Riverbluff Land Company, LLC, a Tennessee Limited Liability Company, has hereunto set his hand and seal this 30th day of August 2001.

**Riverbluff Land Company, LLC,
A Tennessee Limited Liability Company**

[Signature]
By: Chris L. Heftel
Its: President



STATE OF WASHINGTON)
)ss
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that **Chris L. Heftel** is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as his free and voluntary act of such party, for the uses and purposes mentioned in the instrument.

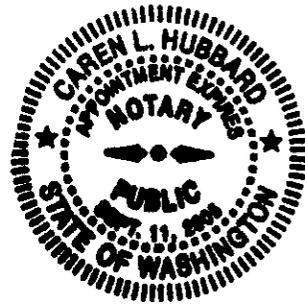
Dated this 30th day of August, 2001.

Caren L. Hubbard
NOTARY PUBLIC
In and for the State of [Redacted]
Residing at Nine Mile Falls
My Appointment Expires Sept. 11, 2005

IN WITNESS WHEREOF, **Chris L. Heftel**, President of Pine Hills, Inc. has hereunto set his hand and seal this 30th day of August 2001.

Pine Hills, Inc.

[Signature]
By: Chris L. Heftel
Its: President



STATE OF WASHINGTON)
)ss
COUNTY OF SPOKANE)

I certify that I know or have satisfactory evidence that **Chris L. Heftel** is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as his free and voluntary act of such party, for the uses and purposes mentioned in the instrument.

Dated this 30th day of August, 2001.

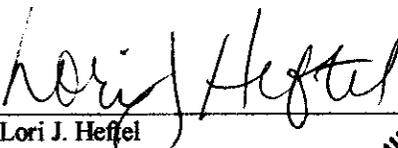
Caren L. Hubbard
NOTARY PUBLIC
In and for the State of [Redacted]
Residing at Nine Mile Falls
My Appointment Expires Sept. 11, 2005

Unofficial Document



IN WITNESS WHEREOF, **Chris L. Heftel and Lori J. Heftel** have hereunto set their hands and seas this 30th day of August 2001.


Chris L. Heftel


Lori J. Heftel

STATE OF WASHINGTON)
)ss
COUNTY OF SPOKANE)



I certify that I know or have satisfactory evidence that **Chris L. Heftel and Lori J. Heftel** who appeared before me, and said individual acknowledged that they signed this instrument and acknowledged it as their free and voluntary act of such parties, for the uses and purposes mentioned in the instrument.

Dated this 30th day of August, 2001.


NOTARY PUBLIC
In and for the State of 
Residing at 1111 1/2 Hill
My Appointment Expires Sept-11-2005

Unofficial Document



EXHIBIT "A"

Those portions of the SE1/4 of Section 22 and of the NE1/4 of Section 27, in Township 27 North, Range 42 East, W.M., Spokane County, Washington, described as follows:

Beginning at the northeast corner of said Section 27; thence S00°31'43"E, along the east line of said NE1/4, 640.51 feet to a point on the southwesterly right-of-way line of Hazard Road as shown on the Record of Survey recorded in Book 85, Pages 95 & 96; thence along said southwesterly right-of-way line the following nine (9) calls:

- 1) N59°41'44"W 330.01 feet to the TRUE POINT OF BEGINNING;
- 2) continuing N59°41'44"W 103.74 feet to the point of curve of a 630.00 foot radius curve to the right;
- 3) along the arc of said curve through a central angle of 12°07'28", 133.32 feet to the point of tangent;
- 4) N47°34'16"W 396.83 feet to the point of curve of a 570.00 foot radius curve to the left;
- 5) along the arc of said curve through a central angle of 13°37'06", 135.48 feet to the northerly most corner of Parcel "A", as shown on said Record of Survey;
- 6) continuing along the arc of said curve, the center of circle of which bears S28°48'38"W, through a central angle of 0°15'53", 2.63 feet to the point of tangent;
- 7) N61°27'15"W 137.60 feet to the point of curve of a 305.00 foot radius curve to the right;
- 8) along the arc of said curve through a central angle of 28°40'38", 152.66 feet to the point of reverse curve of a 1470.00 foot radius curve to the left, the center of circle of which bears S57°13'23"W;
- 9) along the arc of said curve through a central angle of 6°36'06", 169.37 feet; thence leaving said southwesterly right-of-way line, N88°52'58"W 237.51 feet; thence S00°42'57"W 584.02 feet to a point on the southerly line of the sixty foot (60') wide easement recorded July 25, 1960, under Auditor's Document No. 723177B; thence along said southerly line the following five (5) calls:
 - 1) S32°33'35"E 6.09 feet to the point of curve of a 303.92 foot radius curve to the right;
 - 2) along the arc of said curve through a central angle of 26°56'45", 142.93 feet to the point of tangent;
 - 3) S05°36'50"E 145.54 feet to the point of curve of a 198.37 foot radius curve to the left;
 - 4) along the arc of said curve through a central angle of 18°00'30", 62.35 feet to the point of compound curve of a 101.04 foot radius curve to the left, the center of circle of which bears N66°22'40"E;
 - 5) along the arc of said curve through a central angle of 79°43'47", 140.60 feet; thence leaving said southerly line, N76°38'53"E 257.66 feet to a point on the southwesterly line of said Parcel "A", being 93.43 feet from the westerly most corner of said Parcel "A"; thence S48°54'06"E, along said southwesterly line and said line extended, 472.04 feet to a point on a 100.00 foot radius non-tangent curve to the right on the centerline of an existing traveled way, the center of circle of which bears S71°12'45"E; thence along said centerline the following seven (7) calls:
 - 1) along the arc of said curve through a central angle of 88°30'40", 154.48 feet to the point of compound curve of a 850.00 foot radius curve to the right, the center of circle of which bears S17°17'55"W;
 - 2) along the arc of said curve through a central angle of 7°46'50", 115.43 feet to a point of reverse curve of a 370.00 foot radius curve to the left, the center of circle of which bears N25°04'45"E;
 - 3) along the arc of said curve through a central angle of 28°17'08", 182.66 feet to the point of compound curve of a 104.56 foot radius curve to the left, the center of circle of which bears N03°12'23"W;
 - 4) along the arc of said curve through a central angle of 124°39'28", 227.49 feet to the point of tangent;
 - 5) N37°51'51"W 187.32 feet to the point of curve of a 100.00 foot radius curve to the right;
 - 6) along the arc of said curve through a central angle of 60°19'56", 105.30 feet to the point of tangent;
 - 7) N22°28'04"E 47.80 feet to the TRUE POINT OF BEGINNING