



After Recording Return To:
Spokane County Engineer's Office
Attn.: Development Services Department
1026 West Broadway Avenue
Spokane, WA 99260-0170

Document Title: Easement
Grantor(s): Last Name First, Southridge Development LLC
Grantee: Government, County of Spokane
Legal Description: NW ¼, SEC. 35, TWN. 25N, RGE. 43E, W.M.
Additional Legal Description: See Page 1
Assessor's Tax Parcel Number: 35352.9131
Reference Number: _____

Log In Date: April 1, 2015 Requested by: G. Baldwin Prepared by: G. Nyberg
Purpose: P-1938A RF No(s): 1457 Road Name(s): Dearborn Lane (off 29th Avenue)

SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington

TEMPORARY TURNAROUND & DRAINAGE EASEMENT

IN THE MATTER OF Dearborn Lane (off 29th Avenue), ROAD FILE NO. 1457

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), Southridge Development LLC

for and in consideration of Mutual Benefits, grants to Spokane County, a political subdivision of the State of Washington, an easement over, upon, and across the temporary turnaround and drainage area, legally described as follows:

AFFECTS ASSESSORS PARCEL NO(S): 35352.9131

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 25 NORTH, RANGE 43 EAST, W.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING THE NORTHWEST CORNER OF LOT 3, BLOCK 2 OF THE FINAL PLAT OF SOUTHRIDGE PUD-PHASE 1 AS RECORDED IN BOOK 34 OF PLATS, PAGES 95-97; THENCE S02°59'59"W ALONG THE WEST LINE OF SAID LOT 3 A DISTANCE OF 25.68 FEET; THENCE N87°00'00"W A DISTANCE OF 107.00 FEET TO THE POINT OF BEGINNING; THENCE S03°00'00"W A DISTANCE OF 70.00 FEET; THENCE N87°00'00"W A DISTANCE OF 70.00 FEET; THENCE N03°00'00"E A DISTANCE OF 70.00 FEET; THENCE S87°00'00"E A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING.

The easement granted to Spokane County and its authorized agents is for the purpose of providing an area for emergency or other vehicles to safely navigate on or turn around and allowing natural drainage and/or runoff over and across the above described lands. The Grantor(s) hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above described lands. The Grantor(s) agree that Spokane County accepts no responsibility for maintaining this easement. The easement grants to Spokane County and its authorized agents the right of ingress and egress to, over, and from said easement for the purpose of inspection and emergency maintenance of drainage facilities.

R. E. Excise Tax Exempt
Date Dec 8 2015
Spokane County Treas.
By SR

The Grantor(s) hereby accepts complete and total responsibility for the construction and perpetual maintenance for the facilities located within this drainage easement per plans on file in the office of the Spokane County Engineer.

This easement will terminate at such time the described areas are platted or otherwise duly replaced as acknowledged by Spokane County. At that time, the property subject to the easement described herein shall revert to Grantor(s) free and clear of any claim by Spokane County and its assigns to the continued right to use property subject to the easement.

The Grantor(s) hereby releases 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.

The easement described hereinabove is to and shall run with the land and shall be binding on the parties referenced herein, their heirs, successors and assigns.

IN WITNESS WHEREOF, _____ have hereunto set _____ hand(s) and seal(s) this _____ day of _____, 20____.

Grantor(s): Southridge Development LLC

By: Lance Douglas member

By: _____

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Lance Douglas (is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the member of Southridge Development LLC, a Washington Limited Liability to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in the instrument.

Dated this 11th day of January, 2016.

Kathy F. Kinnear

Notary name typed or printed Kathy F. Kinnear
Notary Public in and for the State of Washington,
residing at Spokane.

My appointment expires: 12/8/2018.

