



After Recording Return To:  
Timberlane, Inc.  
12815 E. Sprague Ave., Ste 100  
Spokane Valley, WA 99216

Document Title: *Temporary Blanket Easement for Offsite Drainage*  
Grantor(s): *Timberlane Inc., a Washington corporation*  
Grantee(s): *Government, County of Spokane and Timberlane Terrace Homeowners Assoc., and Timberlane Inc.*  
Abbreviated Legal Description: *A portion of SW 1/4 of Section 25, Township 25 North and Range 44 E W.M.*  
Legal Description: *See Attached Exhibits A & B*  
Assessor's Tax Parcel Number: *A portion of Parcel No. 45253.9115*

SPOKANE COUNTY DIVISION OF ENGINEERING  
Spokane County, Washington

**TEMPORARY BLANKET EASEMENT  
FOR OFFSITE DRAINAGE AND ACCESS**

IN THE MATTER OF *Timberlane Terrace Fourth Addition*, hereinafter referred to as the "project" and *Timberlane Terrace* (Plat PE 1950-05).

KNOWN ALL MEN BY THESE PRESENTS, that the Grantor(s), *Timberlane Inc. a Washington 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 *Timberlane Terrace Homeowners Association*, and *Timberlane Inc.*, a Temporary Blanket Easement for Offsite Drainage and Access (hereinafter referred to as the "Easement") over, under, upon, and across the real property legally described in the attached Exhibits A & B, situated in Spokane County, State of Washington.

R. E. Excise Tax Exempt

Date *2/9* 20 *17*

Spokane County Treas.

By *MW*

The Easement granted to Spokane County, its authorized agents and the *Timberlane Terrace Homeowners Association*, is for the purpose of conveying, storing and disposing of stormwater drainage and/or runoff, over and across the Easement area, from the private road system within this plat per the accepted road and drainage plans and reports on file with Spokane County, including but not limited to disposal into a drainage facility or facilities located within the same above-described lands; and for allowing access over, to, upon, across and under this Easement area to inspect and perform emergency maintenance of these facilities.

The Grantor(s) the *Timberlane Terrace 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 land, other than what has been accepted by Spokane County during the road and drainage document review process for this project.

The Grantor(s) the *Timberlane Terrace Homeowners Association*, and/or their successors in interest, agree that Spokane County accepts no responsibility for maintaining this Easement. This Easement grant to Spokane County, its authorized agents, the *Timberlane Terrace Homeowners Association*, and/or their successors in interest, 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.

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.

The *Timberlane Terrace Homeowners Association*, and/or their successors in interest shall be responsible to maintain the natural drainage channels and drainage facilities located within this Easement area. The grantor(s), the *Timberlane Terrace Homeowners Association*, and/or their successors in interest shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across the Easement area. Easement maintenance responsibilities shall include, but is not limited to mowing and irrigating, as necessary, keeping the area free of debris, keeping open the natural conveyance path, related culverts, structures, ditches, and drainage ponds, including the replacement of drainage facilities as needed, removing and disposing of the soil, grass, sod and ditch material located in drainage facilities situated within the easement at such time Spokane County deems necessary, and replacing the soil or grass. Easement maintenance responsibilities shall also include, but is not limited to, maintenance of the access with respect to the access road width, cross-sectional depth of material and composition of material. Easement maintenance responsibilities also

include adherence to the Maintenance Plan criteria as prepared by Simpson Engineering for this project on file with Spokane County.

The Grantor(s), the *Timberlane Terrace 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 *Timberlane Terrace 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 *Timberlane Terrace 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 *Timberlane Terrace Homeowners Association*, and/or their successors in interest.

The Grantor(s), the *Timberlane Terrace 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 this Easement.

Nothing in this Easement shall be construed to restrict the Grantor(s), or their successors in interest, use of the afore described property to the extent that such uses do not interfere with the proper functioning and maintenance of the conveyance system and drainage pond facilities constructed therein.

Should the *Timberlane Terrace Homeowners 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 *Timberlane Terrace Homeowners Association* at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

This Temporary Drainage 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 Easement described hereinabove is to and 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. No modification of the boundaries of said Easement can be made without prior written approval of Spokane County.

IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) this 9 day of February, 2017.

TIMBERLANE INC., a Washington corporation

  
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Jesse Fox, President

STATE OF WASHINGTON        )  
  ) SS  
COUNTY OF SPOKANE        )

On this 9 day of February, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JESSE FOX, to me known to be the president of Timberlance Inc., a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

  
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Notary Public in and for the State of Washington  
Residing at Spokane  
My Commission Expires 11-30-07

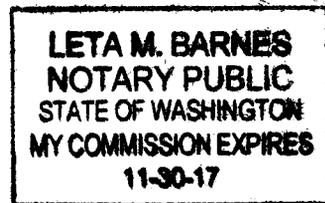


EXHIBIT "A"

A temporary Drainage Easement over, under and across that portion of the SW 1/4 of Section 25, T. 25 N., R. 44 E.W.M. described as follows:

Begin at the Northeast corner of Lot 8 Block 3 of Timberlane Terrace 3rd Addition, as recorded in Book 38 of Plats, pages 29 and 30 in Spokane County, Washington; thence N63°18'43"W, along the Northerly line of said Lot 8, 128.38 feet; thence N19°10'07"E 108.63 feet; thence N04°07'28"E 266.09 feet to the True Point of Beginning; thence N85°52'32"W 13.00 feet; thence N04°07'28"E 38.00 feet; thence S85°52'32"E 13.00 feet; thence S04°07'28"W 38.00 feet to the True Point of Beginning.

Situate in the County of Spokane, State of Washington.

Unofficial Document

**EXHIBIT "B"**

A temporary Drainage Easement over, under and across that portion of the SW 1/4 of Section 25, T. 25 N., R. 44 E.W.M. described as follows:

Begin at the Northeast corner of Lot 8 Block 3 of Timberlane Terrace 3rd Addition, as recorded in Book 38 of Plats, pages 29 and 30 in Spokane County, Washington; thence  $N63^{\circ}18'43''W$ , along the Northerly line of said Lot 8, 128.38 feet; thence  $N19^{\circ}10'07''E$  108.63 feet; thence  $N04^{\circ}07'28''E$  304.09 feet; thence  $N11^{\circ}55'03''E$  106.73 feet;  $S71^{\circ}43'28''E$  130.14 feet to a point on a nontangent curve concave to the Southeast with a radius of 319.00 feet and a radial bearing of  $N71^{\circ}43'28''W$ ; thence Northeasterly, through a central angle of  $8^{\circ}23'32''$ , an arc distance of 46.72 feet to the end of curve; thence  $N26^{\circ}40'03''E$  31.42 feet to the True Point of Beginning; thence continuing  $N26^{\circ}40'03''E$  13.00 feet; thence  $S63^{\circ}19'57''E$  38.00 feet; thence  $S26^{\circ}40'03''W$  13.00 feet; thence  $N63^{\circ}19'57''W$  38.00 feet to the True Point of Beginning.

Situate in the County of Spokane, State of Washington.

Unofficial Document