



After Recording, Return To: Spokane County Utilities
Attn.: Steve M. Worley, P.E.

Document Title: Stormwater Drainage and Sanitary Sewer Easement

Grantor(s): Carl B. and Ann T. Bernson

Grantee: Spokane County

Legal Description: A portion of the South Half of the Southwest Quarter of the Southeast Quarter, of Section 35, Township 25 North, Range 43 East, W.M., lying in the County of Spokane, State of Washington

Additional Legal Description: See below.

Assessor's Tax Parcel Number: 35354.9050

Reference Number:

R. E. Excise Tax Exempt

Date *March 20 20 01*

Spokane County Treas.

By *[Signature]*

SPOKANE COUNTY DIVISION OF UTILITIES
Spokane County, Washington

STORMWATER DRAINAGE AND SANITARY SEWER EASEMENT

In the Matter of the Glenrose Stormwater Management Plan, know all men by these presents, that the Grantor(s), Carl B. and Ann T. Bernson, husband and wife, for and in consideration of Mutual Benefits, conveys and warrants to Spokane County, a political subdivision of the State of Washington, its successors and assigns, a perpetual exclusive easement over, under, upon and across the hereinafter described lands situated in the County of Spokane, State of Washington:

ASSESSORS PARCEL NO(S). 35354.9050

A drainage easement over and across that portion of the South Half of the Southwest Quarter of the Southeast Quarter, of Section 35, Township 25 North, Range 43 East, W.M., lying in the County of Spokane, State of Washington being 60 feet wide described as follows:

Beginning at the Southwest Corner of Government Lot 2, Section 2, Township 24 North, Range 43 East, W.M.; Thence N00°00'37"W along the West Line of Said Government Lot 2, 14.26' Thence N47°56'38"E, 137.41', Thence N17°55'27"E, 94.21', Thence N27°27'57"E, 90.28', Thence N73°10'44"E, 99.05', Thence N56°41'30"E, 60.71' to the TRUE POINT OF BEGINNING: Thence N56°41'30"E, 31.12' Thence N35°51'25"E, 128.13', Thence N29°09'09"E, 94.00' Thence N33°30'59"E, 183.94', Thence N30°49'23"E, 176.74' Thence N15°43'54"E, 106.42' to the North Line of the South 1/2 of the Southwest 1/4 of



the Southeast ¼ of Section 35, Township 25 North, Range 43 East, W.M.; Thence along said North Line N89°49'00"W 62.28'; Thence S15°43'54"W, 81.78', Thence S30°49'23"W, 167.38', Thence S33°30'59"W, 184.82', Thence S29°09'09"W, 92.77', Thence S35°51'25"W, 113.58', Thence S56°41'30"W, 72.11', Thence S73°10'44"W, 72.47' to the south line of Said Parcel, Thence S89°45'38"E, 145.79' along Said South Line to the True Point of Beginning.

The perpetual exclusive easement granted to Spokane County, its successors and assigns, is for the purpose of allowing the surface flow of natural drainage and/or runoff from manmade facilities across and over the land described above, for the disposal of natural drainage and/or runoff from manmade facilities, and for constructing, installing, operating, maintaining, repairing, replacing, removing, and all other uses or purposes which are or may be related to a stormwater drainage system. It is expressly understood and agreed that Spokane County or its successors and assigns shall have the right of ingress and egress across subject parcels to and from said Easement property described above for the purposes expressly stated herein.

Spokane County shall be responsible for the maintenance of the easement. The Grantor(s), or their successors in interest, shall not obstruct or damage in any way (i.e., removing sod or vegetation causing erosion, placing bark, etc.) the surface path of natural or manmade drainage flow within said Easement. The Grantor(s), or their successors in interest, shall not plant within said Easement any additional trees, shrubs, etc. without prior written approval of Spokane County, Division of Utilities. The Grantor(s), or their successors in interest, or their representatives shall inform each succeeding purchaser of all Easements on the property and of their responsibility for keeping open and not obstructing, or damaging in any way, the surface path of natural or manmade drainage flow within said Easement.

In the event Spokane County, its successors and assigns, obtains evidence of the Grantor(s), or their successors in interest, depositing foreign material into, or causing damage to, said Easement, Spokane County, its successors and assigns, reserves the right to remove the deposited foreign material or correct damage and back charge the cost of this work to the Grantor(s), or their successors in interest.

Spokane County, its successors and assigns, will allow Grantor(s), or their successors and assigns, up to one future road crossing over said Easement and will be responsible for the partial construction of said road crossing by installing all necessary culverts and road fills up to proposed road crossing subgrade elevations or three feet above the top of the culverts, whichever is lowest in elevation. Said road crossing shall be in accordance with the applicable version of the Spokane County Standards for Road and Sewer Construction. The timing of the road crossing construction shall be at the discretion of Grantor(s) and shall be coordinated with Spokane County.

The Grantor(s), or their successors in interest, will be responsible for the construction of the remaining portion of the road crossing, in accordance with the most recent version of the Spokane County Standards for Road and Sewer Construction, including required base course(s), asphalt pavement, curb, gutter, sidewalks, etc. In doing so, neither the Grantor(s), nor their successors and assigns, shall be considered agents of Spokane County.



Spokane County understands that Grantor(s) are proposing to develop their property to a density higher than current zoning allows and that Grantor(s) will process their proposal through the normal required platting process. The execution of this Easement in no way obligates Spokane County to grant approval of Grantor(s) proposed density of development nor shall it be construed as an approval of any such proposal.

Spokane County, its successors and assigns, will allow direct discharge of post-developed stormwater runoff from the natural drainage basin on the servient parcels which naturally flows to said Easement provided the following conditions are met: 1) The post-developed peak discharge rate is no greater than pre-developed peak flow rates (i.e., detention is required) in accordance with the most recent version of the Spokane County Guidelines for Stormwater Management, and 2) Stormwater quality treatment is provided prior to discharge to said easement. Spokane County accepts that the post-development volume of water discharged from the natural drainage basin on the servient parcels that naturally flows to said Easement will necessarily be greater than the pre-developed volume.

Spokane County, its successors and assigns, will allow the use of biofiltration swales (grass-lined ditches as designed by western Washington standards) for water quality treatment in lieu of grass percolation areas ('208' swales) for discharges from said parcels to said Easement.

Spokane County, its successors and assigns, at their own cost and expense, may remove all existing crops, brush, grass or trees within said Easement that may interfere with the construction and installation of a stormwater drainage system. Spokane County agrees to landscape the drainage way in an aesthetically pleasing manner with grass.

The perpetual exclusive easement granted to Spokane County, its successors and assigns, further, is for the purpose of operating, maintaining, repairing, replacing, removing, and all other uses or purposes which are or may be related to a sanitary sewer system. It is expressly understood and agreed that Spokane County, or their successors and assigns, shall have the right of ingress and egress from the property described above for the purposes expressly stated herein. It is expressly understood that Grantor(s), or their successors in interest, shall be allowed to connect any future development on its servient parcels described herein to any sanitary sewer system placed in said Easement. Grantor(s), or their successors in interest, agree(s) to comply with all applicable regulations and pay all applicable fees and charges associated with the sanitary sewer system.

Spokane County, their successors and assigns at all times hereinafter, at their own cost and expense, may remove all crops, brush, grass, or trees that may interfere with the constructing, installing, operating, maintaining, repairing, replacing, removing, and all other uses or purposes which are, or may be related to a sanitary sewer system.

Spokane County will, after review and acceptance of plans, which shall not unreasonably be withheld, allow utility easements to cross the drainage easement as necessary.

The Grantor(s), or their successors in interest, reserve(s) the right to use and enjoy that property which is the subject of this easement for purposes that will not interfere with the County's full enjoyment of the rights hereby granted. Provided, the Grantor(s) shall not place fill, erect or construct any building, fence or other structure or diminish or substantially add to the ground



cover over or within said easement without the prior approval of Spokane County, Division of Utilities.

Spokane County, its successors and assigns, reserves the right to have incorporated within said Easement a passive recreational path (such as walking, bicycle, etc.). Spokane County also reserves the right to construct fencing, at their own expense, within or along said Easement as necessary to protect the stormwater drainage system and/or adjacent property. Subject fencing type design & location must be approved by Grantor(s) which shall not be unreasonably withheld.

The Easement described herein above is to and shall run with the land. No modification of the boundaries of said Easement may be made without the prior written approval of the Director of the Spokane County Division of Utilities.

Unofficial Document



IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 16 day of March, 2001.

By: Carl B. Bernson
Carl B. Bernson, Owner

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Carl B. Bernson (is/are) the individual(s) who appeared before me, and said individual(s) acknowledged that (~~he/she/they~~) signed this instrument, and acknowledged it to be (his/her/their) free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 16th day of March, 2001.



Marie Irene Garvey
NOTARY PUBLIC
In and for the State of Washington,
residing in Spokane.
My appointment expires: May 1, 2001.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 16 day of March, 2001.

By: Ann T. Bernson
Ann T. Bernson, Owner

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Ann T. Bernson (is/are) the individual(s) who appeared before me, and said individual(s) acknowledged that (~~he/she/they~~) signed this instrument, and acknowledged it to be (his/her/their) free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 16th day of March, 2001.



Marie Irene Garvey
NOTARY PUBLIC
In and for the State of Washington,
residing in Spokane.
My appointment expires: May 1, 2001.



IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 16 day of March, 2001.

By: [Signature]
Edward A. Payne, Interested Party pursuant to REPSA dated 8/4/93 and Addendums Thereto

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Edward A. Payne (is/are) the individual(s) who appeared before me, and said individual(s) acknowledged that (he/she/they) signed this instrument, and acknowledged it to be (his/her/their) free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 16th day of March, 2001.



[Signature]
NOTARY PUBLIC
In and for the State of Washington,
residing in Spokane.
My appointment expires: 4-8-01

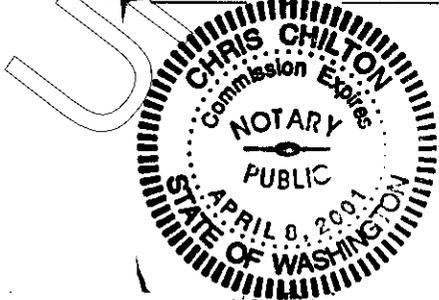
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 16 day of 03, 2001.

By: [Signature]
Patricia E. Payne, Interested Party pursuant to REPSA dated 8/4/93 and Addendums Thereto

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Patricia E. Payne (is/are) the individual(s) who appeared before me, and said individual(s) acknowledged that (he/she/they) signed this instrument, and acknowledged it to be (his/her/their) free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 16th day of March, 2001.



[Signature]
NOTARY PUBLIC
In and for the State of Washington,
residing in Spokane.
My appointment expires: 4-8-01



IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 16 day of March, 2001.

By: Dale L. Bright

Dale L. Bright, Interested Party pursuant to REPSA dated 8/4/93 and Addendums Thereto

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Dale L. Bright (is/~~are~~) the individual(s) who appeared before me, and said individual(s) acknowledged that (he/~~she/they~~) signed this instrument, and acknowledged it to be (his/~~her/their~~) free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 16th day of March, 2001.



Marie Irene Garvey
NOTARY PUBLIC

In and for the State of Washington,
residing in Spokane.

My appointment expires: May 1, 2001.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 16 day of March, 2001.

By: Deanna L. Bright

Deanna L. Bright, Interested Party pursuant to REPSA dated 8/4/93 and Addendums Thereto

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Deanna L. Bright (is/~~are~~) the individual(s) who appeared before me, and said individual(s) acknowledged that (he/~~she/they~~) signed this instrument, and acknowledged it to be (his/~~her/their~~) free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 16th day of March, 2001.



Marie Irene Garvey
NOTARY PUBLIC

In and for the State of Washington,
residing in Spokane.

My appointment expires: May 1, 2001.



APPROVED:

By: Bruce Rawls Date: 3-19-, 2001.
Bruce Rawls, Spokane County Utilities Director

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