

**After Recording Return To: Spokane County Engineer  
Attn.: Development Services Department**

Document Title: *Temporary Offsite Drainage Easement*  
Grantor(s): *Wandermere Estates, LLC.*  
Grantee(s): *Government, County of Spokane and Wandermere Estates Homeowners Association*  
Abbreviated Legal Description: *A portion of E 1/2 Section 5, Township 26 N and Range 43E, W.M. Spokane County, WA.*  
Legal Description: *See Attached Exhibits A and B.*  
Assessor's Tax Parcel Number: *A portion of Parcel No. 36062.9005, 36055.9048 & 36055.9049, E1/2 S5, T26N, R43E, W.M.*

SPOKANE COUNTY DIVISION OF ENGINEERING  
Spokane County, Washington

**TEMPORARY DRAINAGE EASEMENT**

IN THE MATTER OF *Wanderemere Estates, PUD* (Spokane County Project No. P1915, hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), *Wanderemere Estates, LLC, (a Washington Limited Liability Company)* 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 *Wanderemere Estates Homeowners Association*, an Easement over, upon, and across the temporary drainage area, legally described in the attached Exhibit A and B.

The Easement granted to Spokane County, its authorized agents and the *Wanderemere Estates Homeowners Association*, is for the purpose of allowing stormwater drainage and/or runoff over and across the above-described lands, including but not limited to disposal into a drainage facility or facilities located within the same above-described lands. The Grantor(s), their successors in interest and/or *Wanderemere Estates Homeowners Association*, hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above described lands. The Grantor(s), their successors in interest and/or *Wanderemere Estates Homeowners Association*, agree that Spokane County accepts no responsibility for maintaining this Easement. The Easement grants to Spokane County, its authorized agents and/or the *Wanderemere Estates Homeowners Association*, 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. The Grantor(s), their successors in interest, and/or the *Wanderemere Estates Homeowners Association*, hereby accept complete and total responsibility for the perpetual maintenance of the facilities located within this Easement. If the Grantor(s), their successors in interest and/or *Wanderemere Estates Homeowners Association*, fail to maintain the facilities, a notice of such failure may be given to the Grantor(s), their successors in interest and/or *Wanderemere Estates Homeowners Association*. 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), their successors in interest and/or *Wanderemere Estates Homeowners Association*.

R. E. Excise Tax Exempt  
Date *Feb 25 2004*  
Spokane County Treas.  
By *[Signature]*



This Easement will terminate at such time the described areas are platted. At that time, the property subject to the Easement described herein shall revert to Grantor(s), their successors in interest and/or *Wandermere Estates Homeowners Association* 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), their successors in interest and *Wandermere Estates Homeowners Association* 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 the Easement.

This Easement described hereinabove is to and shall run with the land. No modification of the boundaries of said Easement can be made without prior approval of Spokane County.

IN WITNESS WHEREOF, 1 have hereunto set my hand(s) and seal(s) this 11 day of February, 2004.

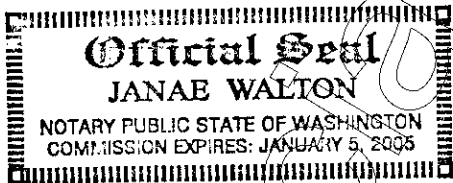
WANDERMERE ESTATES, LLC.

By: Richard G. Vandewort

Its: Managing Member

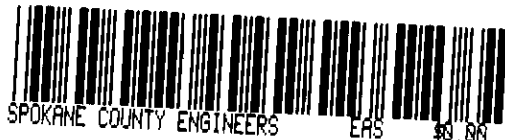
STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss

On this 11 day of February, 2004 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Richard Vandewort to me known to be the man member of Wandermere Estates, LLC. that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.



Janae Walton  
NOTARY PUBLIC  
In and for the State of Washington,  
residing at Spokane, Washington  
My appointment expires 1-5-2005.

Unofficial Document



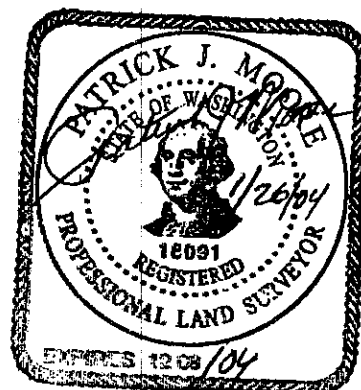
December 26, 2003  
Revised Jan 26, 2004

Wandermere Property  
Legal Description  
Lane "A" – Temporary Drainage Easement

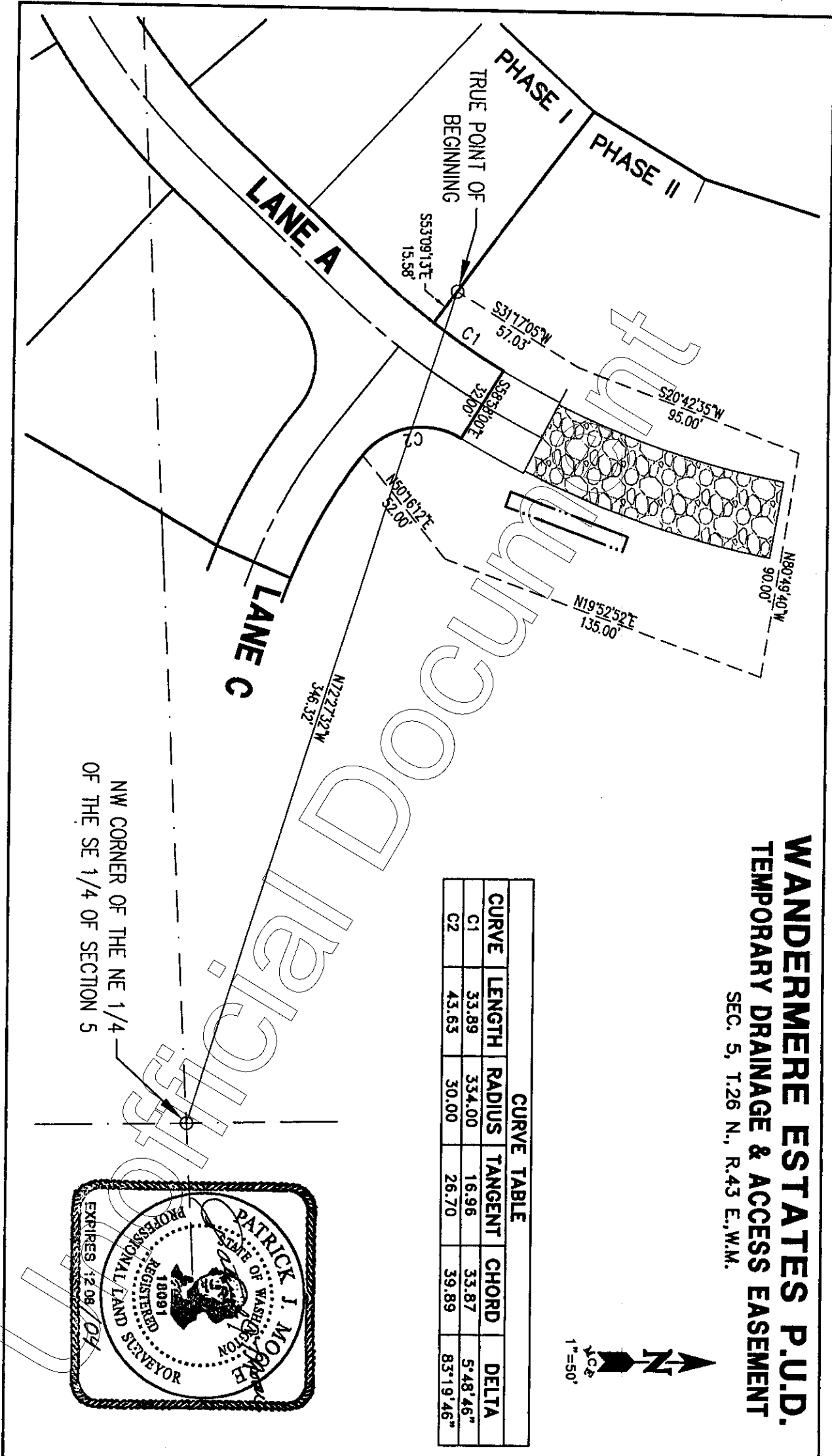
All that certain real property located in the Southwest Quarter of the Northeast Quarter of Section 5, Township 26 North, Range 43 East, W.M. in the County of Spokane, State of Washington described as follows:

Commencing at the Northwest corner of the Northeast Quarter of the Southeast Quarter of said section, from which point the East Quarter corner of said section bears N87°04'43"E a distance of 1295.21 feet; thence N72°27'32"W a distance of 346.32 feet to the True Point of Beginning; thence S53°09'13"E a distance 15.58 feet to the beginning of a non-tangent curve concave to the northwest the radius of which bears N53°09'13"W a distance of 334.00 feet; thence northeasterly along said curve through a central angle of 05°48'46" an arc distance of 33.89 feet; thence S58°58'00"E a distance of 32.00 feet to the beginning of a non-tangent curve concave to the east the radius of which bears S58°58'00"E a distance of 30.00 feet; thence southerly along said curve through a central angle of 83°19'46" an arc distance of 43.63 feet; thence N50°16'12"E a distance of 52.00 feet; thence N19°52'52"E a distance of 135.00 feet; thence N80°49'40"W a distance of 90.00 feet; thence S20°42'35"W a distance 95.00 feet; thence S31°17'05"W a distance of 57.03 feet to the true point of beginning.

Containing 13,534 square feet more or less



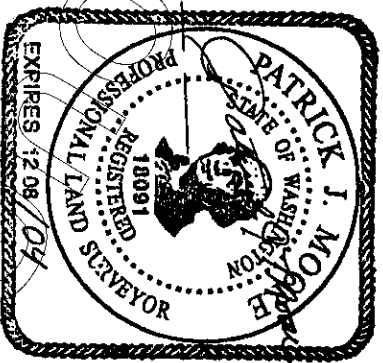
Unofficial Document



**WANDERMERE ESTATES P.U.D.**  
**TEMPORARY DRAINAGE & ACCESS EASEMENT**  
 SEC. 5, T.26 N., R.43 E., W.M.

**CURVE TABLE**

CURVE	LENGTH	RADIUS	TANGENT	CHORD	DELTA
C1	33.89	334.00	16.96	33.87	5°48'46"
C2	43.63	30.00	26.70	39.89	83°19'46"



NW CORNER OF THE NE 1/4  
 OF THE SE 1/4 OF SECTION 5