



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

Document Title: *Temporary Offsite Drainage Easement*
Grantor(s): *Herbert Brown and Sandra Brown, husband and wife, The Wandermere Company, & Wandermere Estates, LLC.*
Grantee(s): *Government, County of Spokane and Wandermere Estates Homeowners Association*
Abbreviated Legal Description: *A portion of NE 1/4 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 Parcels No. 36051.9031, 36055.9044 & 36055.9046, NE1/4 S5, T26N, R43, E, W.M.*

**SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington**

**TEMPORARY DRAINAGE EASEMENT
FROM
STORMWATER CONTAINMENT FACILITIES**

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

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), the Wandermere Company, a Washington Corporation, Wandermere Estates, LLC, a Washington Limited Liability Company, *Herbert Brown and Sandra Brown, husband and wife*, for and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, grants to the *Wandermere Estates Homeowners Association and Spokane County* a Drainage Overflow Easement over, under, upon and across the real property described and shown in Exhibits A and B situated in the County of Spokane, State of Washington.

A temporary blanket drainage easement is dedicated to the *Wandermere Estates Homeowners Association and Spokane County* over *the parcel described and shown in Exhibits A and B* for the purpose of providing the final disposal location for runoff from stormwater containment facilities serving this project, as indicated on or as may be determined from the accepted project road and drainage plans on file at the Spokane County Engineer's Office.

By granting this easement, the grantors accept the increase in runoff from the *Wandermere Estates PUD* (post-developed rates and volumes) due to development. The project is located uphill and adjacent to the temporary blanket drainage easement. The facilities from this project are designed to discharge stormwater runoff into the easement area on a regular basis. Runoff from *Wandermere Estates PUD* and nearby uphill properties should be expected, and during snowmelt periods or wet seasons the blanket temporary drainage easement area may be subjected to higher amounts of stormwater runoff than what is normally observed or anticipated. Because stormwater runoff from adjacent properties has discharged onto this project prior to development, stormwater runoff will likely continue to do so after development. It is the responsibility of the grantor to maintain existing surface paths of runoff through the blanket temporary drainage easement area and to grade the any structure in accordance with applicable rules and regulations, so as to prevent property damage.

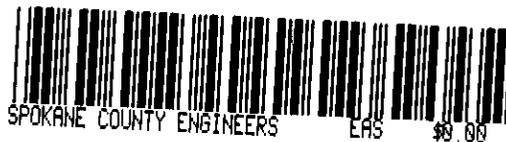
This temporary blanket drainage easement will terminate at such time that the described easement area is platted, but said termination is limited to the portion that is platted. All parts of the easement that have not been platted shall remain in full force and effect until a plat is filled over this area. In addition, the blanket drainage easement will only terminate upon the dedication of a Replacement Drainage Easement that has been reviewed, accepted and recorded by Spokane County. The required dimensions of the Replacement Drainage

R. E. Excise Tax Exempt

Date *Feb 25 2004*

Spokane County Treas.

By *R. E. [Signature]*



Easement will be determined by a Professional Engineer licensed in the State of Washington based on the engineering calculations that determine the area required to convey and store the required design storm event.

The temporary blanket drainage easement areas must be maintained in a vegetated condition, and there shall be no man-made impediments to, or concentration of, runoff flow installed in an overflow easement area. The grantors or its successor in interest shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across their respective properties. If the grantor or its successor in interest fails to maintain the surface path of natural or man-made drainage flow, or the drainage swale, a notice of such failure may be given to the grantor or its successor 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 or its successor in interest.

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all drainage easements for the purposes of inspection and emergency maintenance, if said easements are not properly maintained by the grantor or its successor 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.

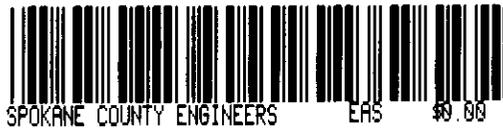
The Grantors or its successors in interest reserve the right to use and enjoy the portions of the Easement Area owned by them and subject to this easement for uses that will not interfere with the uses granted by this easement. The grantors or its successors in interest shall not use this easement in a way that interfere(s) with the Grantees' full enjoyment of the rights hereby granted; the Grantors shall erect or construct any building or other structure including fences, or landscaping improvements directly over or within the Drainage Easement without the written consent of Spokane County. It is prohibited to dump waste of any kind within the easement, including yard or landscape waste, construction debris, building materials, etc. If evidence of illegal dumping is found, the grantors or its successors in interest shall remove the waste immediately or be charged for cleanup and removal by Spokane County forces.

By granting this easement, the grantors and its successors in interest accept complete and total responsibility for maintaining the blanket drainage easement area and any liability for damage to the blanket drainage easement area, to downstream and upstream property owners for failing to maintain the blanket drainage easement area. 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 Grantor(s) and/or their successors in interest hereby release Spokane County, and all of their 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 from the construction, ownership, maintenance or in any way incident to or attributable to the storm drainage within the Easement.

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.

This Easement Agreement for Stormwater and Drainage Facilities Stormwater and Drainage Maintenance Agreement and Covenant shall be governed by the laws of the State of Washington.



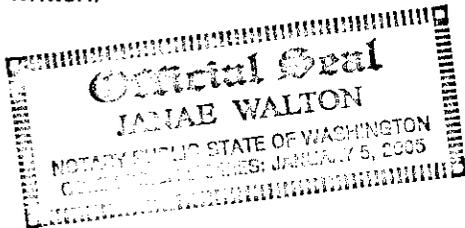
Richard A. Vandervert
Richard A Vandervert
Signature

Managing Member
Title

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this 15th 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 A Vandervert to me known to be the man member of WANDERMERE ESTATES, LLC., a Washington limited liability company, the corporation 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.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



NOTARY PUBLIC, in and for the State of Washington, residing at Spokane
My commission expires: 1-5-2005
Janae Walton
Printed Name

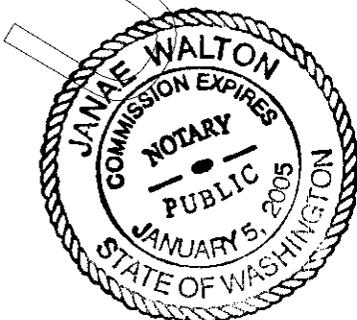
WANDERMERE COMPANY, a Washington Corporation.

Herb Brown
HERB BROWN, TREASURER

STATE OF WASHINGTON)
)ss.
COUNTY OF SPOKANE)

On this 15th day of February 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Herb Brown to me known to be the TREASURER of WANDERMERE COMPANY, a Washington corporation, the corporation 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.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



NOTARY PUBLIC, in and for the State of Washington, residing at Spokane
My commission expires: 1-5-2005
Janae Walton
Printed Name



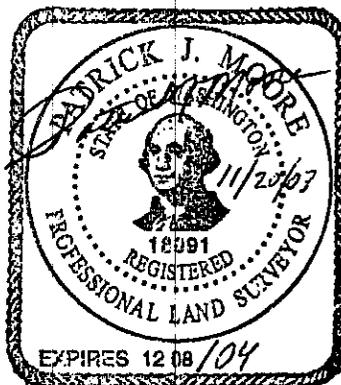
October 15, 2003
Revised 11/20/03

Wandermere Property
Legal Description
BROWN PROPERTY

That portion of the South Half 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 Northeast Corner of said Northeast Quarter, from which point the north line of said Northeast Quarter bears S86°12'17"W; thence S30°16'47"W a distance of 1897.37 feet to the most northerly corner of Parcel "C" as shown on the survey recorded in Book 87 of Surveys, Pages 86 through 88, records of Spokane County; thence S45°34'35"W along the northwesterly line of said parcel, a distance of 458.86 feet to the most westerly corner of said parcel and True Point of Beginning of this legal description; thence N31°06'51"E a distance 249.45 feet; thence N34°17'24"E a distance of 261.44 feet; thence S55°42'36"E a distance of 178.17 feet to the beginning of a non-tangent curve concave to the east the radius of which bears N74°02'51"E a distance of 374.00 feet; thence southerly along said curve through a central angle of 10°51'33" an arc distance of 70.88 feet; thence S26°48'42"E a distance of 152.80 feet to its intersection with the northeasterly line of said Parcel "C", distance northerly 202.64 feet from the most easterly corner of said Parcel "C"; thence continue S26°48'42"E a distance of 33.80 feet; thence S41°24'11"W a distance of 153.29 feet; thence S57°25'02"W a distance of 206.02 feet; thence S64°54'54"W a distance of 62.96 feet; thence S77°50'02"W a distance of 41.05 feet to its intersection with the southwesterly line of said Parcel "C" distant northerly 244.30 feet from the most southerly corner of said Parcel "C"; thence continue S77°50'02"W a distance of 21.91 feet; thence N89°14'51"W a distance of 62.96 feet; thence N76°19'43"W a distance of 62.96; thence N66°50'15"W a distance of 83.32 feet; thence N86°53'28"W a distance of 131.43 feet; thence N38°23'17"W a distance of 128.65 feet; thence N33°29'55"E a distance of 68.59 feet; thence S79°14'19"E a distance of 238.36 feet to the true point of beginning.

Containing 5.14 acres more or less

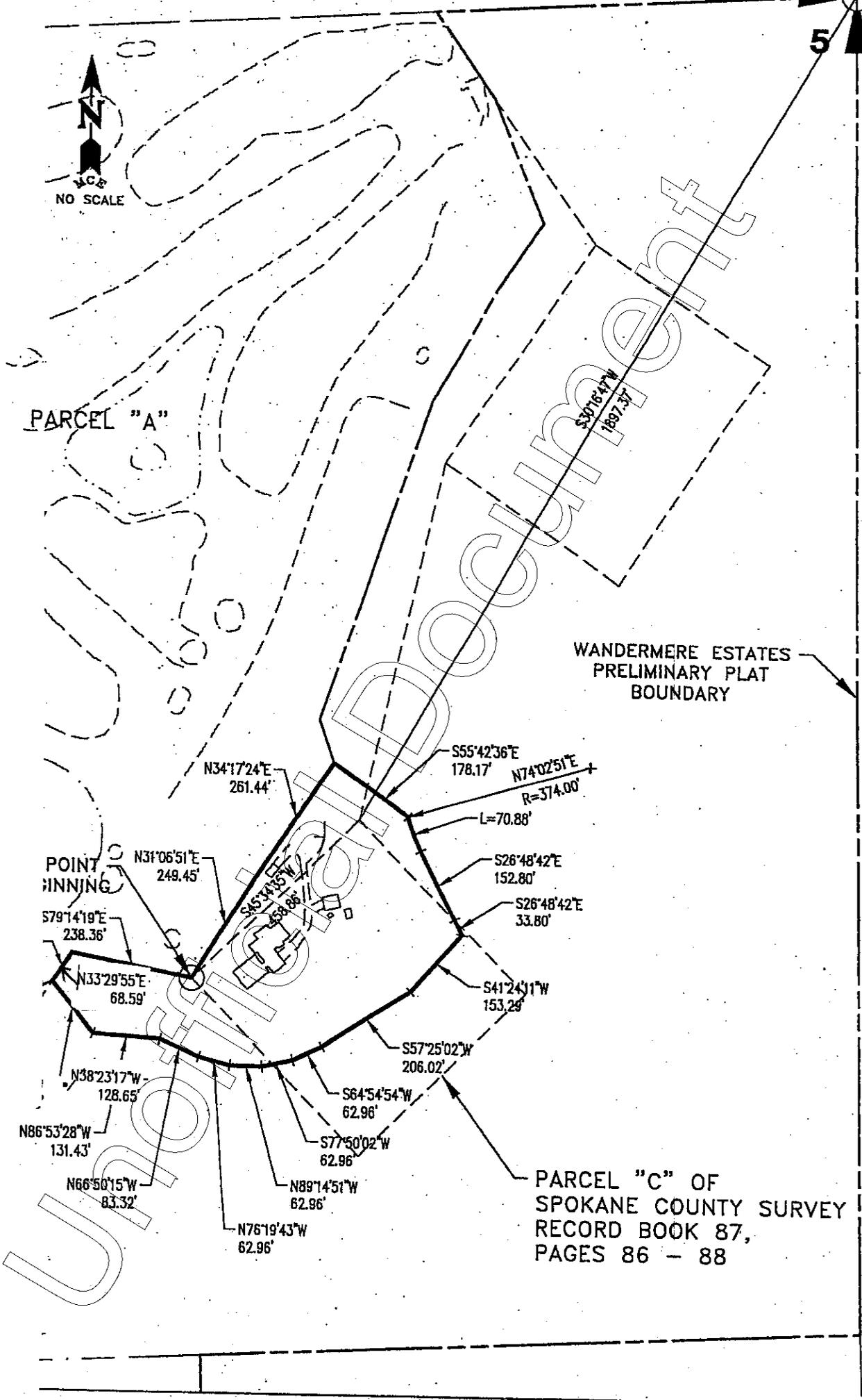
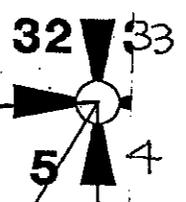


Unofficial

Exhibit "A"

"BROWN PROPERTY" EXHIBIT "B"

SEC. 5, T.26 N., R.43 E., W.M.



PARCEL "A"

WANDERMERE ESTATES
PRELIMINARY PLAT
BOUNDARY

POINT
MINNING

PARCEL "C" OF
SPOKANE COUNTY SURVEY
RECORD BOOK 87,
PAGES 86 - 88