



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

Document Title: *Offsite Drainage Easement*
Grantor(s): *Wandermere Company, Corp.*
Grantee(s): *Government, County of Spokane and Wandermere Estates Homeowners Association*
Abbreviated Legal Description: *A portion of N 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. 36052.9005, 36055.9048, & 36055.9049, N1/2 S5, T26N, R43, E, W.M.*

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

**BLANKET 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, *Wandermere Company*, a Washington Corporation, 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 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 blanket drainage easement is dedicated to *Wandermere Estates Homeowners Association and Spokane County* for the purpose of providing the final disposal location for runoff from stormwater containment facilities serving this project, as indicated on or as may 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 of this plat. The project is located uphill and adjacent to this blanket drainage easement and the drainage facilities for 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 lots may be subjected to higher amounts of stormwater runoff than what is normally observed or anticipated. Because stormwater runoff from adjacent properties have 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 drainage easement area and to grade any structure in accordance with applicable rules and regulations, so as to prevent property damage.

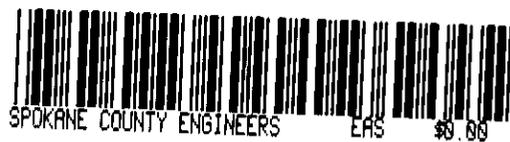
This blanket drainage easement will terminate at such time that the described easement area is platted, but said termination is limited to the portion that is platted. All parts of the easement that have not been platted shall remain in full force and effect until a plat is filled over this area. In 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 Easement will be determined by a Professional Engineer licensed in the State of Washington based on the

R. E. Excise Tax Exempt

Date *Feb 25 2004*

Spokane County Treas.

By *Albert*



engineering calculations that determine the area required to convey and store the required design storm event.

The 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 the drainage 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 and final disposal location over and across their respective properties. If the grantor or its successor in interest fails to maintain the disposal location and 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 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 or drainage facilities in drainage easements on private property.

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.

Unofficial



IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) this 13 day of February, 2004.

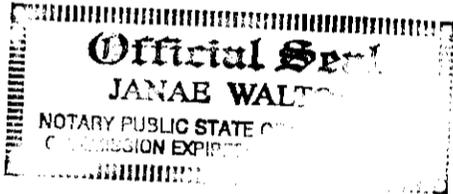
WANDERMERE COMPANY, CORPORATION

By: *Herb Brown*

Its: *Treasurer*

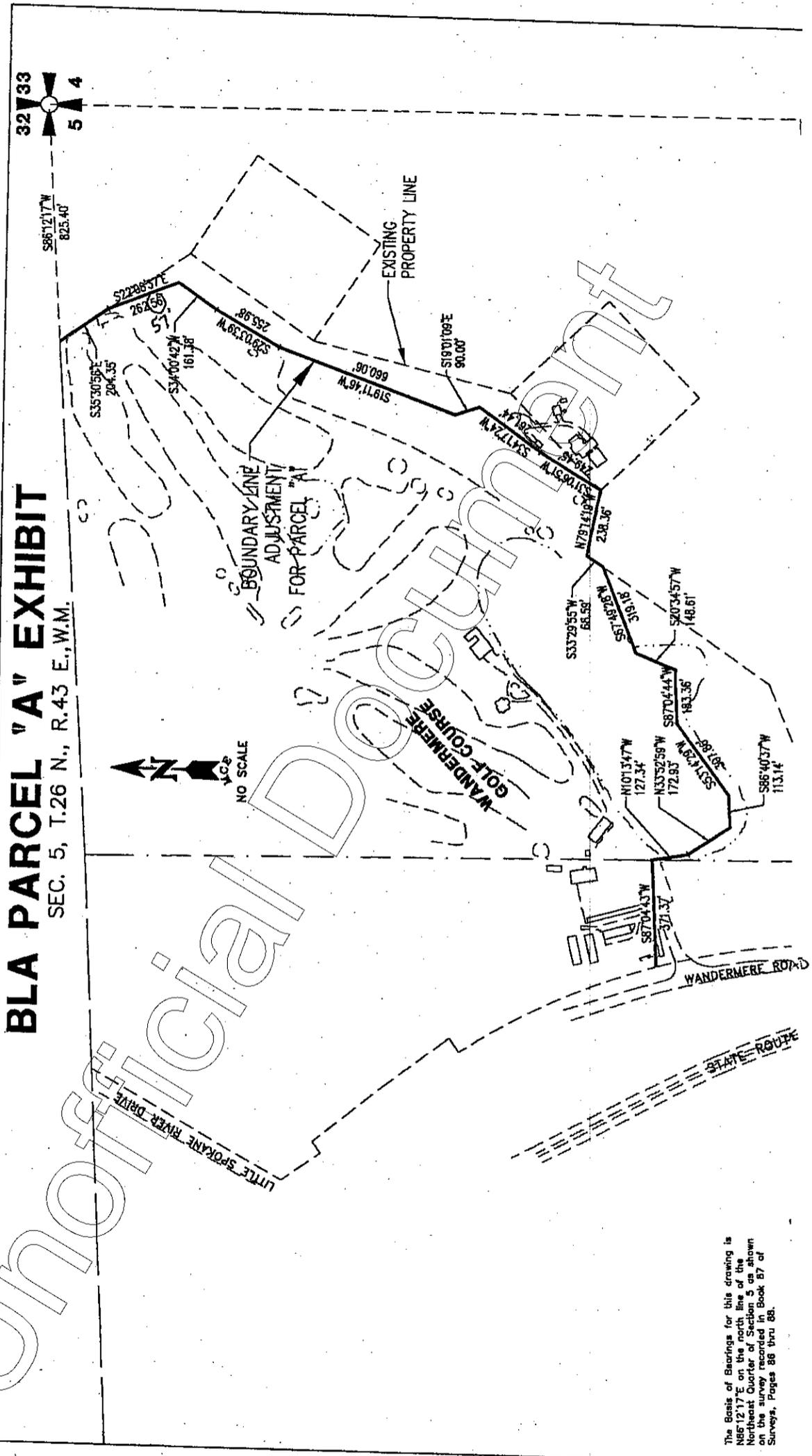
STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

On this 13th 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, Corp. 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



The Basis of Bearings for this drawing is N86°12'17"E on the north line of the Northeast Quarter of Section 5 as shown on the survey recorded in Book 87 of Surveys, Pages 86 thru 88.



October 21, 2002

Wandermere Property
Legal Description
"BLA" Parcel "A"

That portion of the North Half of Section 5, Township 26 North, Range 43 East, W.M. in the County of Spokane, State of Washington said section lying easterly of S.R. 395, southeasterly of Little Spokane River Drive, and northerly and westerly of the following described line:

Beginning at a point on the north line of said Section 5, from which point the Northeast corner of said section bears N86°12'17"E a distance of 825.40 feet; thence S35°30'56"E a distance of 204.35 feet; thence S22°08'37"E a distance 262.57 feet; thence S34°00'42"W a distance of 161.38 feet; thence S29°03'39"W a distance of 255.98 feet; thence S19°11'46"W a distance of 660.06 feet; thence S19°01'09"E a distance of 90.00 feet; thence S34°17'24"W a distance of 261.44 feet; thence S31°06'51"W a distance of 249.45 feet; thence N79°14'19"W a distance of 238.36 feet; thence S33°29'55"W a distance of 68.59 feet; thence S67°49'28"W a distance of 319.18 feet; thence S20°34'57"W a distance of 148.61 feet; thence S87°04'44"W a distance of 183.36 feet; thence S53°14'29"W a distance of 307.86 feet; thence S86°40'37"W a distance of 113.14 feet; thence N33°52'59"W a distance of 172.93 feet; thence N10°13'47"W a distance of 127.34 feet; thence S87°04'43"W a distance of 371.37 feet to its intersection with the easterly margin of S.R. 395 and terminus of this line description.

Containing 112.57 acres more or less

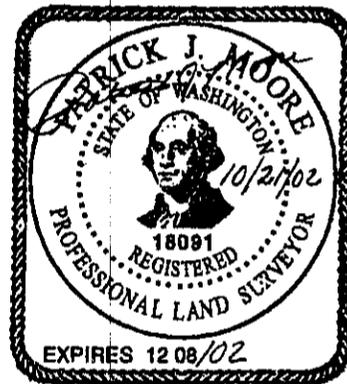


Exhibit "B"

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