



AFTER RECORDING MAIL TO:

NAME SPOKANE COUNTY ENGINEERS

ADDRESS 1026 W. BROADWAY

CITY/STATE SPOKANE, WA  
ATTN: COLLEEN S. LITTLE, EIT

**DOCUMENT TITLE(S): (OR TRANSACTIONS CONTAINED THEREIN)**

1. DRAINAGE AND ACCESS EASEMENT
- 2.
- 3.
- 4.

 **First American Title Insurance Company**

147445-KS

*(this space for title company use only)*

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

ADDITIONAL NUMBERS ON PAGE OF DOCUMENT

**GRANTOR(S): (LAST NAME FIRST, THEN FIRST NAME AND INITIALS)**

1. AMERICAN WEST BANK
2. RIVERBLUFF LAND COMPANY, LLC
- 3.
- 4.
- 5.

**GRANTEE(S): (LAST NAME FIRST, THEN FIRST NAME AND INITIALS)**

1. RIVER BLUFF RANCH ASSOCIATION
2. SPOKANE COUNTY
- 3.
- 4.
- 5.

**ABBREVIATED LEGAL DESCRIPTION AS FOLLOWS: (I.E. LOT/BLOCK/PLAT OR SECTION/TOWNSHIP/RANGE/QUARTER/QUARTER)**

Plat SE 1/4 27-27-42  
COMPLETE LEGAL DESCRIPTION IS ON PAGE OF DOCUMENT

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER(S): 27276.9025**

**NOTE: THE AUDITOR/RECORDER WILL RELY ON THE INFORMATION ON THE FORM. THE STAFF WILL NOT READ THE DOCUMENT TO VERIFY THE ACCURACY OR COMPLETENESS OF THE INDEXING INFORMATION PROVIDED HEREIN.**

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After Recording Return To: Spokane County Engineer's Office  
Attn.: Colleen S. Little, EIT  
Document Title: Drainage and Access Easement  
Grantors: Riverbluff Land Company, LLC and American West Bank  
Grantees: River Bluff Ranch Association and Spokane County  
Legal Description: South 1/2 of SE 1/4, NE 1/4, SE 1/4 of Section 27 and the North 1/2, NE 1/4, SE 1/4, SE 1/4 of Section 27, Township 27 North, Range 42 E, W.M.  
Additional Legal Description: See Attached Exhibit "A"  
Assessor's Tax Parcel Number(s): 27276.9025

Reference Number: \_\_\_\_\_  
Log In Date: 7-16-2001 Requested by: Colleen S. Little Prepared by: Bill Hemmings, PE  
Purpose: Plat Requirement RF No(s): \_\_\_\_\_ Road Name(s): \_\_\_\_\_

Spokane County Engineer's Office  
Spokane County, Washington

### DRAINAGE AND ACCESS EASEMENT

IN THE MATTER OF RIVER BLUFF RANCH PUD (Spokane County Project No. P-1866, hereinafter referred to as the "Project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantors, Riverbluff Land Company, LLC, a Tennessee Limited Liability Company, having a business address of 4425 West Lookout Mountain Lane, Suite A, Spokane, WA 99208 and American West Bank, for and in consideration of Mutual Benefits, the receipt of which is hereby acknowledged, grants to the River Bluff Ranch Association and its successors in interest and Spokane County a nonexclusive drainage and access easement over, under, upon and across the following described real property situated in the County of Spokane, State of Washington:

The South 1/2 of SE 1/4, NE 1/4, SE 1/4 of Section 27 and the North 1/2, NE 1/4, SE 1/4, SE 1/4 of Section 27, Township 27 North, Range 42 E, W.M.

**AFFECTS ASSESSORS PARCEL NO(S):** 27276.9025

A nonexclusive blanket drainage and access easement is dedicated to River Bluff Ranch Association and its successors in interest and Spokane County over the entire property described as described above, for the purpose of preserving and maintaining the natural stormwater drainage channels that exist within said property and providing an easement for the construction, operation, maintenance and future replacement of stormwater facilities as indicated on or as may determined from the related road and drainage plans accepted for the Project and kept on file at the Spokane County Engineer's Office, aerial photographs, U.S. Geodetic Survey topographic maps, other documents related to the project site, and/or on-site visual observation.

This blanket drainage and access easement will vacate only upon the filing of a plat that lies within the affected easement areas, which more accurately describes the location and alignment of the natural drainage course flow line(s) and an exact location of any required stormwater facilities that are required by the Project as if they existed at the time these project plans were accepted by the Spokane County Engineer or may have been modified under a written approval from the Spokane County Engineer, on the affected parcel(s) and any required stormwater improvements for the new plat. Said plat shall also indicate the easement width necessary to convey the required design storm events and to provide appropriate freeboard and adequate maintenance access to all required stormwater facilities, as determined by the Spokane County Engineer. This blanket drainage and access easement will only vacate within the area being platted.

The minimum width of a platted natural drainage or stormwater easement shall be not less than 50' on either side of the flow line of the natural drainage course, unless determined otherwise by a Professional Engineer licensed in the State of Washington, and approved by the Spokane County Engineer. Said natural drainage or stormwater easement and supporting documents shall be submitted to the Spokane County Engineer for acceptance prior to recording.

Should the River Bluff Ranch 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 River Bluff Ranch Association at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

R. E. Excise Tax Exempt  
Date: Sept 6 2001  
Spokane County Treas.  
By: Gilbert



The **River Bluff Ranch Association** and its successors in interest, shall be responsible for maintaining the natural drainage course easement areas in a vegetated condition with no man-made impediments to runoff flow installed in the easement area and also operating, maintaining and reconstructing any manmade drainage ditches, pipes, ponds, access roads, etc. in accordance with the approved design and the operation and maintenance manual for the Project as approved on the Project plans and as accepted by the Spokane County Engineer for the Project. The **River Bluff Ranch Association** and its successors in interest are responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across the property and also the maintenance and future reconstruction of any manmade drainage ditches, pipes, ponds, access roads, etc. in accordance with the design criteria and the operation and maintenance manual as approved on the Project plans as accepted by the Spokane County Engineer for the portion of the project that lies within the property that is described in Exhibit A. If the **River Bluff Ranch Association** and its successors in interest, fails to maintain the surface path of natural or man-made drainage flow, or the stormwater drainage ponds and associated access and stormwater facilities, a notice of such failure may be given to the **River Bluff Ranch Association** or its 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 River Bluff Ranch Association or its successors in interest.

There may exist properties located uphill and adjacent to this project, which periodically discharge stormwater runoff onto individual lots within this project. Runoff from 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 individual lot owners to maintain existing surface paths of runoff through their respective lots and to grade the lots in accordance with applicable rules and regulations, so as to prevent property damage.

Spokane County and its authorized agents are hereby granted the right to ingress and egress to, over and from all natural drainage and stormwater easements for the purposes of inspection and emergency maintenance, if said easements are not properly maintained by the **River Bluff Ranch Association** and its successors 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.

No structures, including fences, or landscaping improvements shall be constructed directly over or within a natural drainage and/or stormwater easement without the expressed written consent of the Spokane County Engineer. Any building that is constructed on a lot in this Project shall be set at such an elevation so as to provide positive drainage away from any drainage entry point to the building (including but not limited to a window well, a window unprotected by a window well, or a doorway). Said positive drainage shall consist of a minimum slope of 3% away from the building for a distance of at least 10 feet from the building. The lots shall be graded so that either a) all runoff is routed away from the building, and conveyed over the lot to a natural drainage swale or approved drainage facility, or b) drainage intercepted on the lot is disposed of on the lot in an approved drainage facility. The approved drainage facility shall be constructed in accordance with any applicable accepted plans on file at the County Engineer's Office. Any revisions to the accepted drainage plans must be accepted by the County Engineer's Office prior to construction of said revisions.

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.

Nothing in this easement shall be construed to restrict Grantor's use of the afore described property to the extent that such uses do not interfere with the proper functioning and maintenance of the ditches and ponds constructed thereon.

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.



IN WITNESS WHEREOF, **Chris L. Hefel**, President of Riverbluff Land Company, LLC, a Tennessee Limited Liability Company, has hereunto set his hand and seal this 30<sup>th</sup> day of August 2001.

Riverbluff Land Company, LLC,  
A Tennessee Limited Liability Company

Chris L. Hefel

By: Chris L. Hefel  
Its: President

STATE OF WASHINGTON )  
                                      )ss  
COUNTY OF SPOKANE )



I certify that I know or have satisfactory evidence that **Chris L. Hefel** is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as his free and voluntary act of such party, for the uses and purposes mentioned in the instrument.

Dated this 30<sup>th</sup> day of August, 2001.

Caren L. Hubbard

NOTARY PUBLIC  
In and for the State of [Redacted]  
Residing at Home Mill Falls  
My Appointment Expires Sept. 11, 2005

IN WITNESS WHEREOF, **Dick Kunze**, has hereunto set his hand and seal this 31<sup>st</sup> day of August 2001.

American West Bank,  
Formerly known as United Security Bank

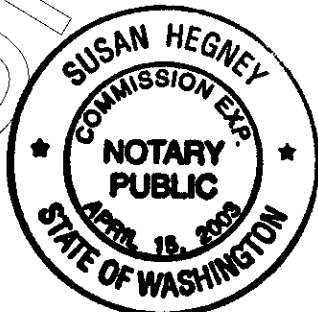
Dick Kunze

By: Dick Kunze  
Its: Assistant Vice President

STATE OF WASHINGTON )  
                                      )ss  
COUNTY OF SPOKANE )

I certify that I know or have satisfactory evidence that **Dick Kunze** is the individual who appeared before me, and said individual acknowledged that he signed this instrument and acknowledged it as his free and voluntary act of such party, for the uses and purposes mentioned in the instrument.

Dated this 31<sup>st</sup> day of August, 2001.



Susan Hegney

NOTARY PUBLIC  
In and for the State of [Redacted]  
Residing at Spokane WA  
My Appointment Expires April 15, 2003



AUDITOR'S NOTE  
Legibility in a portion of this  
instrument unsatisfactory for imaging  
upon recording.

Exhibit "A"

South 1/2 of SE 1/4, NE 1/4, SE 1/4 of Section 27 and the North 1/2, NE 1/4, SE 1/4, SE 1/4 of Section  
27, Township 27 North, Range 42 E, W.M., Spokane County, Washington.

