



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

Road File No. 144 Road Name: Hazard Road

Document Title: *Offsite Drainage and Access Easements*

Grantor(s): *Riverbluff Land Company, LLC, a Tennessee Limited Liability Company and the River Bluff Ranch Association*

Grantee(s): *Government, County of Spokane and the River Bluff Ranch Association*

Abbreviated Legal Description: *A portion of the SE¼ of Section 27, Township 27 North and Range 42 E W.M and portions of the NE¼, SE¼, SW½ and W½ of Section 34, Township 27 North, Range 42 E W.M., and a portion of Tract F of the River Bluff Ranch P.U.D.*

Legal Description: *As shown on Record of Survey recorded November 13th, 2003, Book 108, Page 76, as per Auditor's Recording Number 4997796.*

Assessor's Tax Parcel Number: *A portion of Parcel No.s 27274.9028, 27275.0109, 27341.9039, .9040, .9041, .9042, .9044, .9045, .9046, .9047, .9048, .9049, .9050, .9051, .9052, .9053, .9057, 27345.9043, .9054, .9055, .9056, .9058, .9059, .9060, .9061, .9062, .9068, .9125, 27346.9067, .9120, .9122, .9123 and .9124.*

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

OFFSITE DRAINAGE AND ACCESS EASEMENT

IN THE MATTER OF *River Bluff Ranch First Addition* (Spokane County Project No. P1866A, hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), *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 the River Bluff Ranch Association, a Washington Non-Profit Corporation* 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 *River Bluff Ranch Association*, nine Offsite Drainage and Access Easements (hereinafter referred to as the "Easements") over, under, upon, and across the real property legally described on the Record of Survey recorded November 13th, 2003, Book 108, Pages 74, 75 and 76, as Easements No. 1 through 9, per Auditor's Recording Number 4997796, situated Spokane County, State of Washington.

The Easements granted to Spokane County, its authorized agents and the *River Bluff Ranch Association*, are for the purpose of conveying, storing and disposing of stormwater drainage and/or runoff, over and across the Easement areas, from the private road systems within and outside this plat per the accepted road and drainage plans and reports on file with Spokane County, including but not limited to disposal into a drainage facility or facilities located within the same above-described lands; and for allowing access over, to, upon, across and under these Easement areas to inspect and perform emergency maintenance of these facilities.

The Grantor(s), the *River Bluff Ranch Association*, and/or their successors in interest, hereby agree not to obstruct, artificially collect or discharge additional flow into, across or adjacent to the above described lands, other than what has been accepted by Spokane County during the road and drainage document review process for this project. Future additions to River Bluff Ranch PUD and the future Country Hills Estates plat are also planned to be conveyed, stored and disposed of within this same easement. As each subsequent addition or separate project reaches final plat, the drainage design will be re-reviewed to ensure that the original estimates for these natural drainage channels and drainage disposal facilities (encompassed within the nine Easements referenced in the Record of Survey above) remain adequately sized.

The Grantor(s), the *River Bluff Ranch Association*, and/or their successors in interest, agree that Spokane County accepts no responsibility for maintaining these Easements. These Easements grant to Spokane County, its authorized agents, the *River Bluff Ranch Association*, and/or their successors in interest, the right of ingress and egress to, over, and from said Easements for the purpose of inspection and emergency maintenance of drainage facilities.

R. L. Easement Tax Exempt

Date *April 20 2004*

Spokane County Treas.

By *[Signature]*



The Grantor(s), and/or their successors in interest hereby accept complete and total responsibility for the construction of the facilities located within these Easements per the accepted road and drainage plans on file in the office of the Spokane County Engineer.

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 River Bluff Ranch Association, and/or their successors in interest shall be responsible to maintain the natural drainage channels and drainage facilities located within these Easement areas. The Easement areas must be maintained in a vegetated condition with permanent live ground cover, which may include shrubbery and/or trees, so long as they do not obstruct the flow and percolation of storm drainage; however, there shall be no man-made impediments to runoff flow installed without the written permission of the Spokane County Engineer. The Grantor(s), the *River Bluff Ranch Association*, and/or their successors in interest shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across the Easement areas. Easement maintenance responsibilities shall include, but is not limited to mowing and irrigating, as necessary, keeping the area free of debris, keeping open the natural conveyance path, related culverts, structures, ditches, and drainage ponds, including the replacement of drainage facilities as needed, removing and disposing of the soil, grass, sod and ditch material located in drainage facilities situated within easements at such time Spokane County deems necessary, and replacing the soil or grass. Easement maintenance responsibilities shall also include, but is not limited to, maintenance of the access with respect to the access road width, cross-sectional depth of material and composition of material. Easement maintenance responsibilities also include adherence to the Operation and Maintenance Manual criteria as prepared by Metro Engineering for this project on file with Spokane County.

No structures, including fences, or landscaping improvements shall be constructed directly over or within these Easements 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 5% away from the building for a distance of at least 10 feet from the building.

The Grantor(s), the *River Bluff Ranch Association*, and/or their successors in interest, hereby accept complete and total responsibility for the perpetual maintenance of the facilities located within these Easements. If the Grantor(s), the *River Bluff Ranch Association*, and/or their successors in interest, fail to maintain the facilities, a notice of such failure may be given to the Grantor(s), the *River Bluff Ranch Association*, and/or their 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 Grantor(s), the *River Bluff Ranch Association*, and/or their successors in interest.

The Grantor(s), the *River Bluff Ranch Association*, and/or their successors in interest, 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 these easements.

Nothing in these Easements shall be construed to restrict the Grantor's, or their successors in interest, use of the afore described property to the extent that such uses do not interfere with the proper functioning and maintenance of the ditches, natural drainage channels and drainage pond facilities constructed therein.

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.

These Easements, or portions thereof, can terminate only upon the recording of a replacement easement or easements, that have been reviewed and approved by the Spokane County Engineer, which more accurately describes the location and alignment of the ditches and natural drainage course flow line(s), and describes the exact location of any required stormwater facilities that are required by the Project as it/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 a new plat which utilizes these easements or any portions thereof. The minimum width of a platted natural drainage or stormwater easement shall be not less than 50 ft 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.



The Easements described hereinabove are to and 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. No modification of the boundaries of said Easements can be made with out prior written approval of Spokane County.

IN WITNESS WHEREOF, ___ have hereunto set ___ hand(s) and seal(s) this ___ day of ___ 20__.

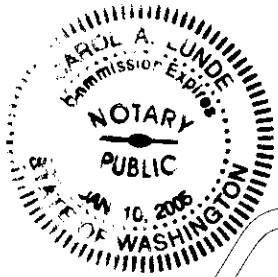
By: Chris L. Heftel
Chris L. Heftel, President
Riverbluff Land Company, LLC, A Tennessee Limited Liability Company

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

On this 12th day of April 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chris L. Heftel, to me known to be the President of the Riverbluff Land Company, LLC, a Tennessee Limited Liability Company, the company 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.

Dated this 12th day of April, 2004,
Carol A. Lunde



NOTARY PUBLIC
In and for the State of Washington,
residing at Spokane.
My appointment expires 1/10/05.

IN WITNESS WHEREOF, ___ have hereunto set ___ hand(s) and seal(s) this ___ day of ___ 20__.

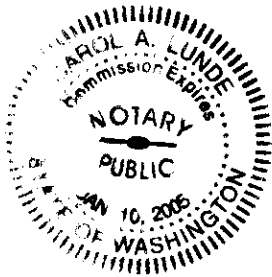
By: Chris L. Heftel
Chris L. Heftel, President of
Naberhood 21, LLC., which is the sole director of the
River Bluff Ranch Association, a Washington non-profit Corporation

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

On this 12th day of April 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Chris L. Heftel, to me known to be the President of Naberhood 21, LLC, which is the sole director of the River Bluff Ranch Association, a Washington non-profit 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.

Dated this 12th day of April, 2004,
Carol A. Lunde



NOTARY PUBLIC
In and for the State of Washington,
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My appointment expires 1/10/05.