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Spokane Co, WA

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

County Road File No. 1389
Document Title: *Temporary Drainage Easement*
Grantor(s): *Carl L. Staley and Helen L. Staley, husband and wife*
Grantee(s): *Government, County of Spokane and Northview Estates Homeowner's Association*
Abbreviated Legal Description: *A portion of SE1/4 of Section 13, Township 26N Range 42 E, W.M. Spokane County, WA.*
Legal Description: *See Attached Exhibits A and B.*
Assessor's Tax Parcel Number: *A portion of Parcel No. 26134.0166 SE1/4 S13, T26N, R42, E, W.M.*

SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington

TEMPORARY DRAINAGE EASEMENT

IN THE MATTER OF *Northview Estates* (Spokane County Project No. P1794, hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), Carl L. Staley and Helen L. Staley, husband and wife, 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 *Northview Estates Homeowners Association*, a Temporary Drainage Easement over, under, upon, and across the real property legally described in the attached Exhibit A and B, situated in the County of Spokane, State of Washington.

This Temporary Drainage Easement is for the purpose of preserving the natural stormwater drainage channel that exists within the legally described Temporary Drainage Easement area in Exhibit A and B, and for the purpose of allowing stormwater drainage and/or runoff from a portion of the developed plat and upstream drainage basin(s), over and across the above-described lands, including but not limited to disposal into a drainage facility located within the same above-described lands. The Grantor(s), *Northview Estates Homeowners 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.

Spokane County, its authorized agents and the *Northview Estates Homeowners Association* are hereby granted the right to ingress and egress to, over and from all Temporary Drainage Easements for the purposes of inspection and emergency maintenance should said Temporary Drainage Easement not be properly maintained by the Grantor(s), the *Northview Estates Homeowners Association*, and/or their successors in interest. The Grantor(s), the *Northview Estates Homeowners Association*, and/or their successors in interest agree that Spokane County does not accept the responsibility to inspect or maintain this Temporary Drainage Easement. Neither does Spokane County accept any liability for any failure by the Grantor(s), the *Northview Estates Homeowners Association*, or their successors in interest to properly maintain such areas.

The Temporary Drainage Easement area must be maintained in a vegetated condition and there shall be no man-made impediments to runoff flow installed without the written permission of the Spokane County Engineer. The Grantor(s), the *Northview Estates Homeowners 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 Temporary Drainage Easement area. Temporary Drainage Easement maintenance responsibilities shall include, but are not limited to mowing, irrigating, keeping the area free of debris, keep open and clean related stormwater pipes and/or structures, ditches, drainage ponds, replacement of drainage facilities as needed, removing and disposing of the soil and grass sod located in drainage facilities situated within easements at such time Spokane County deems necessary, and replacing the soil and grass sod.

N. L. Excise Tax Exempt
Date 8-24 2004
Spokane County Treas.
By *M. [Signature]*



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If the Grantor(s), the *Northview Estates Homeowners Association*, and/or their successors in interest fail to maintain the surface path of the natural or man-made drainage flow and/or drainage facilities, a notice of such failure may be given to the Grantor(s), the *Northview Estates Homeowners 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 *Northview Estates Homeowners Association* and/or their successors in interest.

The Grantor(s), the *Northview Estates Homeowners Association*, and/or their successors in interest hereby accept complete and total responsibility for the construction of all related drainage facilities located within this Temporary Drainage Easement per the accepted road and drainage plans on file in the office of the Spokane County Engineer, including but limited to all drainage facilities necessary to convey, direct or route the stormwater runoff to said drainage facility or facilities. The Grantor(s), the *Northview Estates Homeowners Association*, and/or their successors in interest hereby accept complete and total responsibility for the perpetual maintenance of the facilities located within this Temporary Drainage Easement. In addition, the Grantor(s), the *Northview Estates Homeowners Association*, and/or their successors in interest, shall maintain the drainage area with a 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.

This Temporary Drainage Easement will vacate only upon the filing of a plat that includes either a Replacement Easement that has been reviewed, accepted and recorded by Spokane County, or has incorporated into it's design, facilities that can adequately contain, convey and/or dispose of the stormwater runoff intended to be contained, conveyed or disposed of in the original Temporary Drainage Easement area. Said Replacement Easement and supporting documents shall be submitted to the Spokane County Engineer for review, acceptance and recording prior to vacation of the original Temporary Drainage Easement and/or final plat of the affected parcel.

The Grantor(s), the *Northview Estates Homeowners 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 the Temporary Drainage Easement.

IN WITNESS WHEREOF, _____ have hereunto set _____ hand(s) and seal(s) this 19th day of August, 2004.

By: Carl L. Staley
Carl L. Staley, husband

By: Helen L. Staley
Helen L. Staley, wife

STATE OF ~~WASHINGTON~~ Idaho
COUNTY OF ~~SPOKANE~~ Kootenai SS

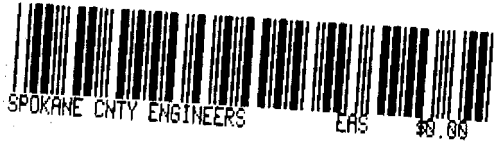
I certify that I know or have satisfactory evidence that Carl L. Staley and Helen L. Staley

(is/are) the individual(s) who appeared before me, and said individual(s) acknowledged that (he/she/they) signed this instrument, and acknowledged it as (his/her/their) free and voluntary act, for the uses and purposes stated in the instrument.

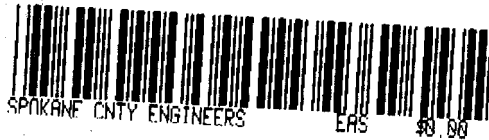
Dated this 19th day of August, 2004.

JANET L. PRICE
NOTARY PUBLIC
STATE OF IDAHO

Janet L. Price
NOTARY PUBLIC
In and for the State of ~~Washington~~ Idaho
residing at ~~Spokane~~ Coeur d'Alene, ID
My appointment expires: 5/23/09



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DRAINAGE EASEMENT in the SE 1/4, SEC. 13, T26N, R42E, W.M.

Commencing at the south (1/4) quarter corner of Section 13, Township 26 North, Range 42 East, W. M., Spokane County, Washington; thence South 88 44'00" East, along The south line of section 13, a distance of 470.00 feet to the intersection with the east line extended of a 30.00 foot right-of-way for Orchard Road; thence along the said east line North 0 14'00" West, a distance of 286.78 feet to the Point of Beginning of the easement; thence North 28 44'24" East, a distance of 153.52 feet; thence North 48 36'38" East, a distance of 177.09 feet; thence North 68 51'51" East, a distance of 28.05 feet; thence South 0 28'01" East, a distance of 40.09 feet; thence South 48 36'37" West, a distance of 170.14 feet; thence South 28 44'23" West, a distance of 206.50 feet; thence North 89 12'00" West, a distance of 5.94 feet to the said east line; thence along said east line North 0 14'00" West, a distance of 71.75 feet to the Point of Beginning, and containing 0.43 acres



Exhibit A

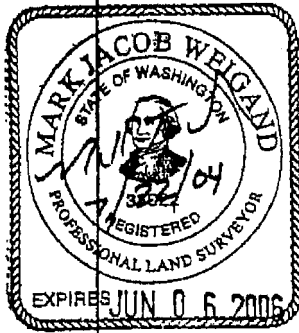
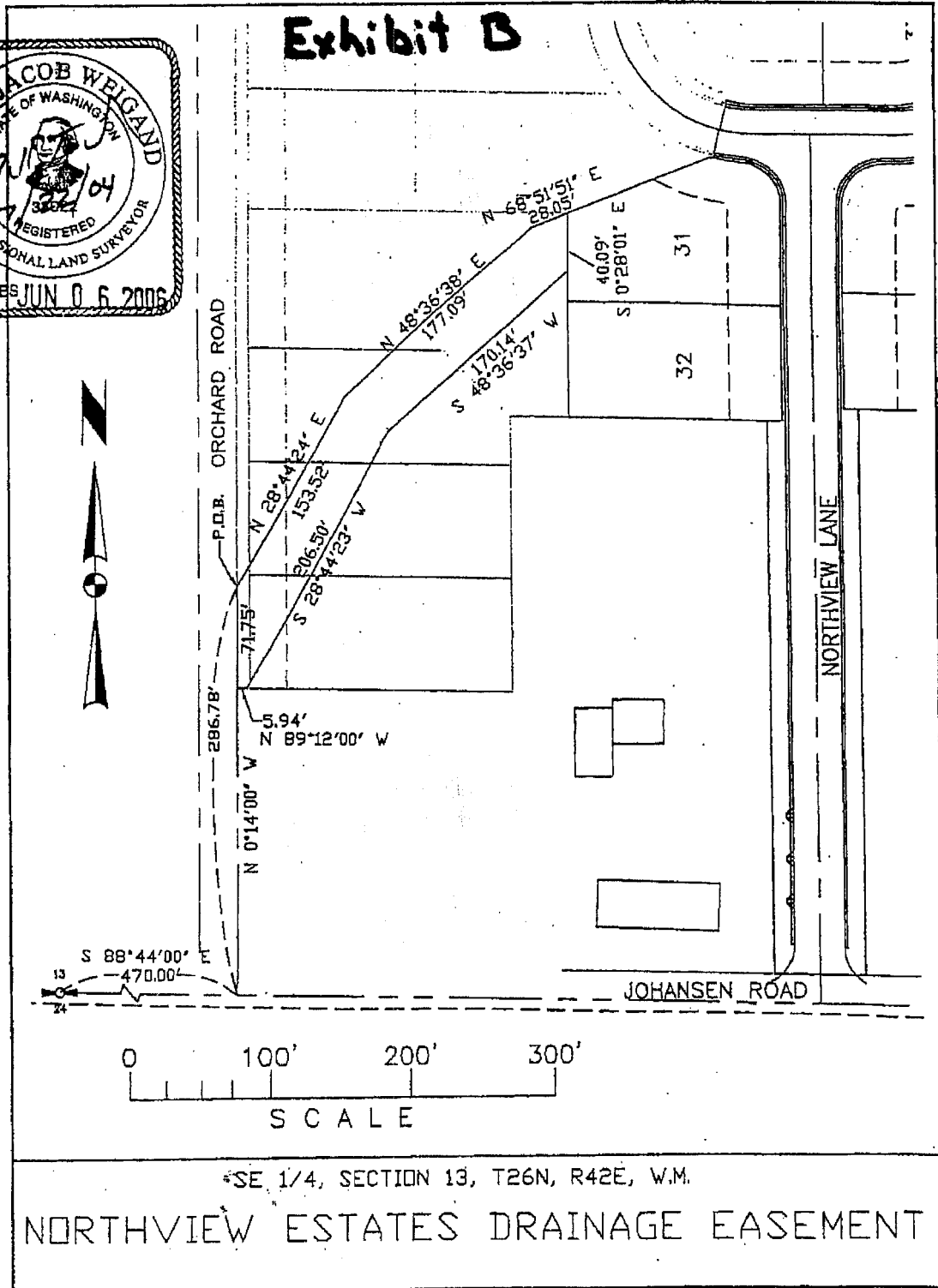


Exhibit B



*SE 1/4, SECTION 13, T26N, R42E, W.M.

NORTHVIEW ESTATES DRAINAGE EASEMENT