

LOT 26, BLOCK 1
THE GREENS AT
MIDILOME

33 34



SCALE
1"=80'

PARCEL NO.
45343.9029

LINE TABLE		
L-1	S86°34'59"E	79.83'
L-2	S00°06'32"E	20.57'
L-3	S00°08'29"E	20.00'
L-4	S63°50'28"E	27.95'

CURVE TABLE				
CURVE	LENGTH	DELTA	RADIUS	TANGENT
C-1	5.61'	18°22'31"	17.50'	2.83'
C-2	28.46'	93°11'45"	17.50'	18.50'
C-3	26.97'	88°17'43"	17.50'	16.99'
C-4	57.79'	88°17'43"	37.50'	36.40'

DRAINAGE
EASEMENT

125.00'
S00°57'16"E 300.04'
175.04'

S00°50'36"W
28.79'

POB

N01°49'30"W
160.87'

N88°38'14"W
59.72'

N89°52'47"E 284.81'

S89°52'47"W 284.81'

S MADISON ROAD

DSMT#2

ACCESS EASEMENT

LOCATED WITHIN
A PORTION OF THE SE 1/4, SECTION 33,
T25N, R44E, AND THE SW 1/4 SECTION 34,
T25N, R44E, W.M. CITY OF SPOKANE VALLEY,
SPOKANE COUNTY, WASHINGTON



WCE

WHIPPLE CONSULTING ENGINEERS
CIVIL AND TRANSPORTATION ENGINEERING
2528 N. SULLIVAN ROAD
SPOKANE VALLEY, WASHINGTON 99216

WCE PROJECT NO. 2013-1166 / OCTOBER 7, 2016

AFTER RECORDING RETURN TO:
City of Spokane Valley
City Clerk
11707 E. Sprague Ave., Suite 106
Spokane Valley, WA 99206

Document Title: Access Easement

Grantor(s): _____

Grantee: Government, City of Spokane Valley

Abbreviated Legal Description: 33-25-44 PTN OF SE ¼ SECTION 33 AND 34-25-44 PTN OF SW ¼ SECTION 34

Assessor's Property Tax Parcel No(s): 45336.9191

Reference Number: _____

CITY OF SPOKANE VALLEY
Development Engineering Division
Spokane Valley, WA

ACCESS EASEMENT

IN THE MATTER OF _____, Road File No. _____,
KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) _____, for
and in consideration of mutual benefits, the receipt of which is hereby acknowledged, warrants and
conveys to the City of Spokane Valley, a municipal corporation of State of Washington, a ACCESS
EASEMENT over the following described real property, situated in the City of Spokane Valley, Spokane
County, State of Washington, to-wit:

ACCESS EASEMENT

A PARCEL LOCATED IN THE SOUTHEAST QUARTER SECTION 33 AND THE
SOUTHWEST QUARTER SECTION 34, TOWNSHIP 25 NORTH, RANGE 44 EAST, W.M.;
CITY OF SPOKANE VALLEY, SPOKANE COUNTY, WASHINGTON, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH
00°57'16" EAST, ON AND ALONG THE EAST SECTION LINE OF SECTION 33, A
DISTANCE OF 300.04 FEET, THENCE LEAVING SAID SECTION LINE, SOUTH 00°50'36"
WEST, A DISTANCE OF 28.79 FEET TO THE POINT OF BEGINNING, FOR THIS
EASEMENT; THENCE SOUTH 86°34'59" EAST, A DISTANCE OF 79.83 FEET MORE OR
LESS, TO A DRAINAGE EASEMENT BOUNDARY; THENCE ON AND ALONG SAID
BOUNDARY, SOUTH 00°06'32" EAST, A DISTANCE OF 20.57 FEET; THENCE LEAVING

SAID BOUNDARY AT A POINT OF CUSP ON A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 17.50 FEET AND A CENTRAL ANGLE OF 18°22'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 79°27'00" WEST 5.59 FEET; THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 5.61 FEET; THENCE NORTH 88°38'14" WEST TANGENT TO SAID CURVE, A DISTANCE OF 59.72 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY A DISTANCE OF 28.46 FEET ALONG THE CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 17.50 FEET AND A CENTRAL ANGLE OF 93°11'15"; THENCE SOUTH 01°49'30" EAST TANGENT TO SAID CURVE, A DISTANCE OF 106.95 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY A DISTANCE OF 26.97 FEET ALONG THE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 17.50 FEET AND A CENTRAL ANGLE OF 88°17'43"; THENCE NORTH 89°52'47" EAST TANGENT TO SAID CURVE, A DISTANCE OF 284.81 FEET, TO THE WEST RIGHT-OF-WAY OF S. MADISON ROAD; THENCE ON AND ALONG SAID RIGHT-OF-WAY, SOUTH 00°08'29" EAST, A DISTANCE OF 20.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 89°52'47" WEST, A DISTANCE OF 284.81 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY A DISTANCE OF 57.79 FEET ALONG THE CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 37.50 FEET AND A CENTRAL ANGLE OF 88°17'43"; THENCE NORTH 01°49'30" WEST TANGENT TO SAID CURVE, A DISTANCE OF 160.87 FEET; THENCE SOUTH 63°50'28" EAST, A DISTANCE OF 27.95 FEET TO THE POINT OF BEGINNING. CONTAINING 0.26 ACRES, MORE OR LESS.

TO HAVE AND TO HOLD the same, unto the said City of Spokane Valley for the purposes of access forever.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this _____ day of _____, 20__.

Grantor: _____

Grantee: _____

By: _____

By: _____

Title: _____

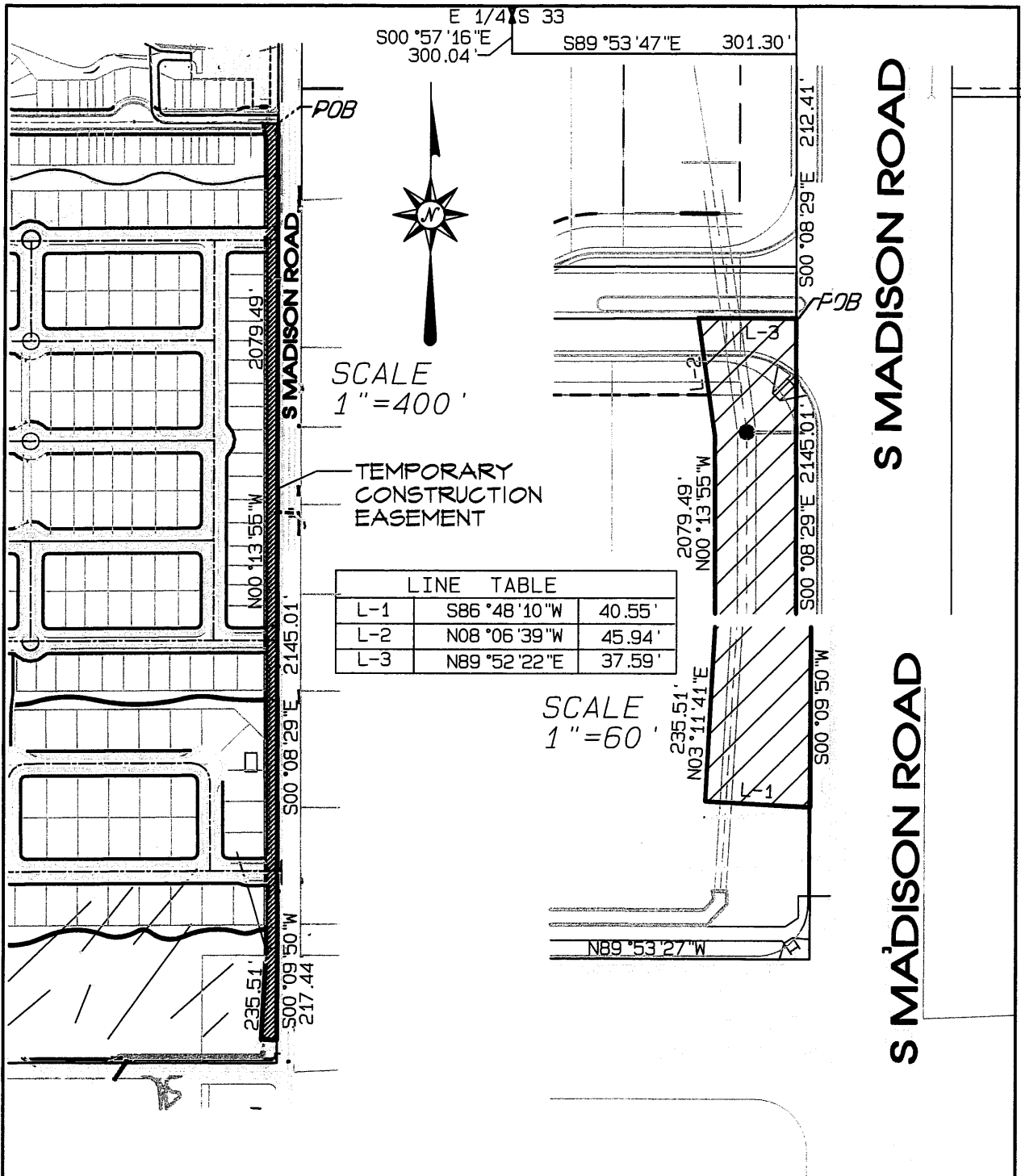
Title: _____

STATE OF WASHINGTON)
COUNTY OF SPOKANE)
CITY OF SPOKANE VALLEY) ss

I certify that I know or have satisfactory evidence that _____, Grantor,
is/are the individual(s) who appeared before me, and who acknowledged that he/she/they signed this
instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes
mentioned in this instrument.

Dated this _____ date of _____, 20_____.

NOTARY PUBLIC
In and for the State of Washington
Residing _____
My appointment expires: _____



ESMT#3

TEMPORARY CONSTRUCTION EASEMENT

LOCATED WITHIN
 A PORTION OF THE SW 1/4, SECTION 34,
 T25N, R44E, AND THE NE 1/4, SECTION 4,
 T24N, R44E W.M. CITY OF SPOKANE VALLEY,
 SPOKANE COUNTY, WASHINGTON



WCE

WHIPPLE CONSULTING ENGINEERS
 CIVIL AND TRANSPORTATION ENGINEERING
 2528 N. SULLIVAN ROAD
 SPOKANE VALLEY, WASHINGTON 99216

WCE PROJECT NO. 2013-1166 / OCTOBER 10, 2016

AFTER RECORDING RETURN TO:
City of Spokane Valley
City Clerk
11707 E. Sprague, Suite 106
Spokane Valley, WA 99206

Document Title: Temporary Construction Easement

Grantor(s): _____

Grantee: Government, City of Spokane Valley

Abbreviated Legal Description: 34-25-44 PTN OF SW ¼ SECTION 34 AND 4-24-44 PTN OF NE ¼ SECTION 4

Assessor's Tax Parcel Number(s): 45336.9191 and 44041.9144

Reference Number: _____

CITY OF SPOKANE VALLEY
Development Engineering Division
Spokane Valley, Washington

TEMPORARY CONSTRUCTION EASEMENT

IN THE MATTER OF _____ (City of Spokane Valley Project No. _____,
hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), _____, for
and in consideration of mutual benefits, the receipt of which is hereby acknowledged, warrants and
conveys to City of Spokane Valley, a municipal corporation of the State of Washington, an TEMPORARY
CONSTRUCTION EASEMENT over, upon, and across the following described real property, situated in
the City of Spokane Valley, Spokane County, State of Washington, to-wit:

TEMPORARY CONSTRUCTION EASEMENT

A PARCEL LOCATED IN THE SOUTHWEST QUARTER SECTION 34, TOWNSHIP 25
NORTH, RANGE 44 EAST, AND THE NORTHEAST QUARTER SECTION 4, TOWNSHIP
24 NORTH, RANGE 44 EAST, W.M.; CITY OF SPOKANE VALLEY, SPOKANE COUNTY,
WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH
00°57'16" EAST, ON AND ALONG THE EAST SECTION LINE OF SECTION 33, A
DISTANCE OF 125.00 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 26,
BLOCK1, PLAT OF "THE GREENS AT MIDILOME", AS PER THE PLAT THEREOF
RECORDED IN BOOK 22 OF PLATS ON PAGE 49: THENCE CONTINUING SOUTH
00°57'16" EAST, A DISTANCE OF 175.04 FEET, TO AN ANGLE POINT ON THE

BOUNDARY; THENCE ON AND ALONG SAID BOUNDARY, SOUTH 89°53'47" EAST, A DISTANCE OF 301.30 FEET TO THE WEST RIGHT-OF-WAY OF S. MADISON ROAD; THENCE ON AND ALONG SAID WEST RIGHT-OF-WAY, SOUTH 00°08'29" EAST, A DISTANCE OF 212.41 FEET, TO THE POINT OF BEGINNING FOR THIS TEMPORARY CONSTRUCTION EASEMENT; THENCE CONTINUING ON AND ALONG SAID RIGHT-OF-WAY, SOUTH 00°08'29" EAST, A DISTANCE OF 2145.01 FEET; THENCE CONTINUING ON SAID RIGHT-OF-WAY, SOUTH 00°09'50" WEST, A DISTANCE OF 217.44 FEET, THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 86°48'10" WEST, A DISTANCE OF 40.55 FEET; THENCE NORTH 03°11'41" EAST, A DISTANCE OF 235.51 FEET; THENCE NORTH 00°13'55" WEST, A DISTANCE OF 2079.49 FEET; THENCE NORTH 08°06'39" WEST, A DISTANCE OF 45.94 FEET; THENCE NORTH 89°52'22" EAST, A DISTANCE OF 37.59 FEET TO THE POINT OF BEGINNING. CONTAINING 1.63 ACRES, MORE OR LESS.

The Temporary Construction Easement as shown hereon is hereby granted to the City of Spokane Valley and its authorized agents, and to the public for drainage purposes, including but not limited to allowing stormwater drainage and/or runoff over and across the above-described real property, including but not limited to disposal into a drainage facility located within the same above-described real property. The Grantor(s) or their successors in interest hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above-described real property. The Grantor(s) or their successors in interest agree that the City of Spokane Valley has no responsibility for maintaining this Easement.

The Grantor(s) or their successors in interest hereby agree to having complete and total responsibility for the construction of all related drainage facilities located within this Easement, per the accepted civil and drainage plans on file in the office of the Development Engineering Division, including but not limited to all drainage facilities necessary to convey, direct or route the stormwater and/or runoff to said drainage facility or facilities. The Grantor(s) or their successors in interest hereby agree to having complete and total responsibility for the perpetual maintenance of the facilities located within this Easement. In addition, the Grantor(s) or their successors in interest agree to and, shall maintain the drainage area with permanent live ground cover, which may include shrubbery and/or trees, so long as they do not obstruct the flow and percolation of stormwater drainage and/or runoff. If the Grantor(s) or their successors in interest fail to maintain said facilities, a notice of such failure may be given to the Grantor(s) or their successors in interest. If not corrected within the period indicated on said notice, the City of Spokane Valley has the right to correct the maintenance failure, or have it corrected, at the expense of the Grantor(s) or their successors in interest. Such expenses, if not paid within 60 days of notification, may be filed with the County Auditor as a lien against the real property.

The Grantor(s) or their successors in interest hereby release the City of Spokane Valley, and all of its officers, employees and agents from any responsibility or liability for any damage whatsoever, including but not limited to inverse condemnation by or to any and all persons or property arising out of or in any way incident to or attributable to the stormwater drainage and/or runoff within this Easement.

This Easement and the agreements and duties provided for herein shall run with the land and shall be

binding on, and shall inure to the benefit of the parties references herein, their heirs, successors and assigns. No modification of the boundaries of this Easement can be made without prior approval of the City of Spokane Valley.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this _____ day of _____, 20____.

Grantor(s): _____

Grantee: _____

By: _____

By: _____

Title: _____

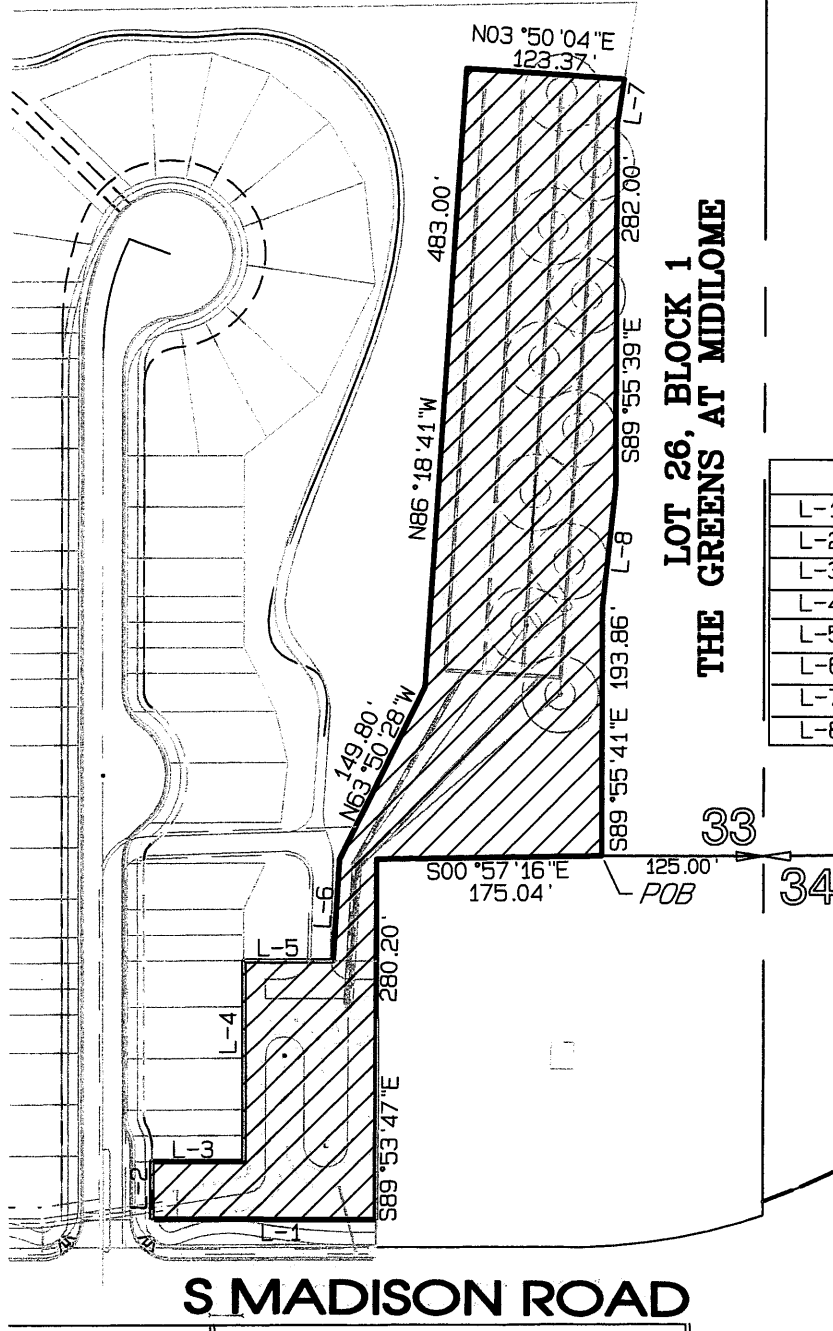
Title: _____

STATE OF WASHINGTON)
COUNTY OF SPOKANE)
CITY OF SPOKANE VALLEY) ss

I certify that I know or have satisfactory evidence that _____, Grantor, is/are the individual(s) who appeared before me, and who acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this _____ date of _____, 20____.

NOTARY PUBLIC
In and for the State of Washington,
Residing at _____
My appointment expires: _____



SCALE 1"=150'

LINE TABLE		
L-1	S00°05'29"W	172.08'
L-2	S89°58'10"W	44.83'
L-3	N00°02'00"W	70.96'
L-4	S89°53'40"W	155.67'
L-5	N00°06'32"W	68.40'
L-6	N86°34'59"W	79.83'
L-7	S80°59'01"E	36.14'
L-8	S83°51'06"E	94.71'

ESMT#1

DRAINAGE EASEMENT

LOCATED WITHIN

A PORTION OF THE SE 1/4, SECTION 33,
T25N, R44E, AND THE SW 1/4 SECTION 34,
T25N, R44E, W.M. CITY OF SPOKANE VALLEY,
SPOKANE COUNTY, WASHINGTON



WCE

WHIPPLE CONSULTING ENGINEERS
CIVIL AND TRANSPORTATION ENGINEERING
2528 N. SULLIVAN ROAD
SPOKANE VALLEY, WASHINGTON 99216

WCE PROJECT NO. 2013-1166 / OCTOBER 6, 2016

AFTER RECORDING RETURN TO:

**City of Spokane Valley
City Clerk
11707 E. Sprague, Suite 106
Spokane Valley, WA 99206**

Document Title: Drainage Easement

Grantor(s): _____

Grantee: Government, City of Spokane Valley

Abbreviated Legal Description: 33-25-44 PTN OF SE ¼ SECTION 33 AND 34-25-44 PTN OF SW ¼ SECTION 34

Assessor's Tax Parcel Number(s): 45336.9191

Reference Number: _____

CITY OF SPOKANE VALLEY
Development Engineering Division
Spokane Valley, Washington

DRAINAGE EASEMENT

IN THE MATTER OF _____ (City of Spokane Valley Project No. _____,
hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), _____, for
and in consideration of mutual benefits, the receipt of which is hereby acknowledged, warrants and
conveys to City of Spokane Valley, a municipal corporation of the State of Washington, an DRAINAGE
EASEMENT over, upon, and across the following described real property, situated in the City of Spokane
Valley, Spokane County, State of Washington, to-wit:

DRAINAGE EASEMENT

A PARCEL LOCATED IN THE SOUTHEAST QUARTER SECTION 33, AND THE
SOUTHWEST QUARTER SECTION 34, TOWNSHIP 25 NORTH, RANGE 44 EAST, W.M.;
CITY OF SPOKANE VALLEY, SPOKANE COUNTY, WASHINGTON, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH
00°57'16" EAST, ON AND ALONG THE EAST SECTION LINE OF SECTION 33, A
DISTANCE OF 125.00 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 26,
BLOCK 1, PLAT OF "THE GREENS AT MIDILOME", AS PER THE PLAT THEREOF
RECORDED IN BOOK 22 OF PLATS ON PAGE 49, SAID CORNER BEING THE POINT OF

BEGINNING, FOR THIS EASEMENT; THENCE CONTINUING SOUTH 00°57'16" EAST, A DISTANCE OF 175.04 FEET; THENCE SOUTH 89°53'47" EAST, A DISTANCE OF 280.20 FEET; THENCE SOUTH 00°05'29" WEST, A DISTANCE OF 172.08 FEET; THENCE SOUTH 89°58'10" WEST, A DISTANCE OF 44.83 FEET; THENCE NORTH 00°02'00" WEST, A DISTANCE OF 70.96 FEET; THENCE SOUTH 89°53'40" WEST, A DISTANCE OF 155.67 FEET; THENCE NORTH 00°06'32" WEST, A DISTANCE OF 68.40 FEET; THENCE NORTH 86°34'59" WEST, A DISTANCE OF 79.83 FEET; THENCE NORTH 63°50'28" WEST, A DISTANCE OF 149.80 FEET; THENCE NORTH 86°18'41" WEST, A DISTANCE OF 483.00 FEET; THENCE NORTH 03°50'04" EAST, A DISTANCE OF 123.37 FEET; THENCE SOUTH 80°59'01" EAST, A DISTANCE OF 36.14 FEET; THENCE SOUTH 89°55'39" EAST, A DISTANCE OF 282.00 FEET; THENCE SOUTH 83°51'06" EAST, A DISTANCE OF 94.71 FEET; THENCE SOUTH 89°55'41" EAST, A DISTANCE OF 193.86 FEET TO THE POINT OF BEGINNING. CONTAINING 2.56 ACRES, MORE OR LESS.

The Drainage Easement as shown hereon is hereby granted to the City of Spokane Valley and its authorized agents, and to the public for drainage purposes, including but not limited to allowing stormwater drainage and/or runoff over and across the above-described real property, including but not limited to disposal into a drainage facility located within the same above-described real property. The Grantor(s) or their successors in interest hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above-described real property. The Grantor(s) or their successors in interest agree that the City of Spokane Valley has no responsibility for maintaining this Easement.

The Grantor(s) or their successors in interest hereby agree to having complete and total responsibility for the construction of all related drainage facilities located within this Easement, per the accepted civil and drainage plans on file in the office of the Development Engineering Division, including but not limited to all drainage facilities necessary to convey, direct or route the stormwater and/or runoff to said drainage facility or facilities. The Grantor(s) or their successors in interest hereby agree to having complete and total responsibility for the perpetual maintenance of the facilities located within this Easement. In addition, the Grantor(s) or their successors in interest agree to and, shall maintain the drainage area with permanent live ground cover, which may include shrubbery and/or trees, so long as they do not obstruct the flow and percolation of stormwater drainage and/or runoff. If the Grantor(s) or their successors in interest fail to maintain said facilities, a notice of such failure may be given to the Grantor(s) or their successors in interest. If not corrected within the period indicated on said notice, the City of Spokane Valley has the right to correct the maintenance failure, or have it corrected, at the expense of the Grantor(s) or their successors in interest. Such expenses, if not paid within 60 days of notification, may be filed with the County Auditor as a lien against the real property.

The Grantor(s) or their successors in interest hereby release the City of Spokane Valley, and all of its officers, employees and agents from any responsibility or liability for any damage whatsoever, including but not limited to inverse condemnation by or to any and all persons or property arising out of or in any way incident to or attributable to the stormwater drainage and/or runoff within this Easement.

This Easement and the agreements and duties provided for herein shall run with the land and shall be binding on, and shall inure to the benefit of the parties references herein, their heirs, successors and assigns. No modification of the boundaries of this Easement can be made without prior approval of the City of Spokane Valley.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this _____ day of _____, 20____.

Grantor(s): _____

Grantee: _____

By: _____

By: _____

Title: _____

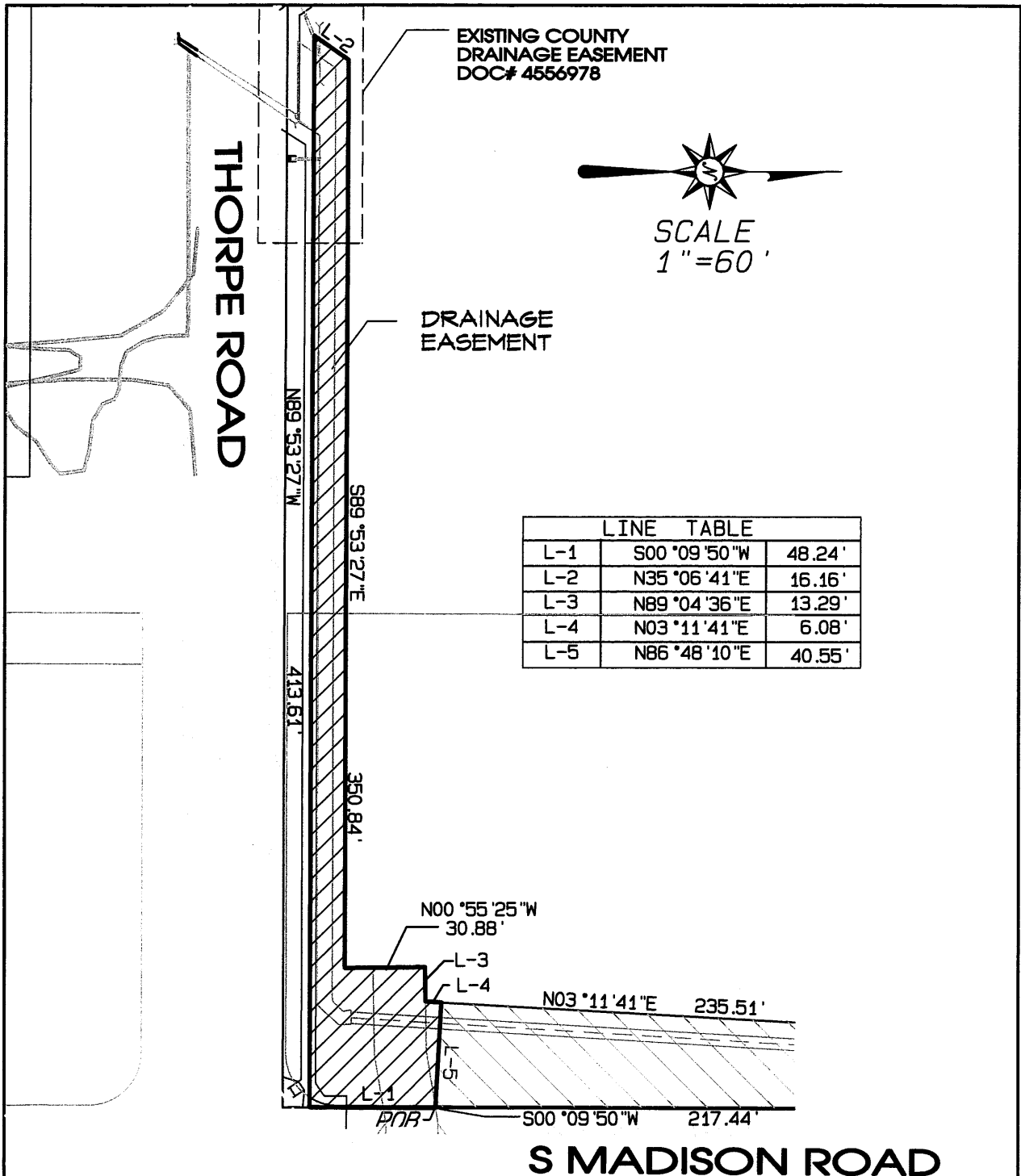
Title: _____

STATE OF WASHINGTON)
COUNTY OF SPOKANE)
CITY OF SPOKANE VALLEY) ss

I certify that I know or have satisfactory evidence that _____, Grantor, is/are the individual(s) who appeared before me, and who acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this _____ date of _____, 20____.

NOTARY PUBLIC
In and for the State of Washington,
Residing at _____
My appointment expires: _____



ESMT44

DRAINAGE EASEMENT

LOCATED WITHIN

A PORTION OF THE NE 1/4, SECTION 04,
T24N, R44E, W.M. CITY OF SPOKANE VALLEY,
SPOKANE COUNTY, WASHINGTON



WCE

WHIPPLE CONSULTING ENGINEERS
CIVIL AND TRANSPORTATION ENGINEERING
2528 N. SULLIVAN ROAD
SPOKANE VALLEY, WASHINGTON 99216

WCE PROJECT NO. 2013-1166 / OCTOBER 10, 2016

AFTER RECORDING RETURN TO:

**City of Spokane Valley
City Clerk
11707 E. Sprague, Suite 106
Spokane Valley, WA 99206**

Document Title: Drainage Easement

Grantor(s): _____

Grantee: Government, City of Spokane Valley

Abbreviated Legal Description: 04-24-44 PTN OF NE ¼ SECTION 04

Assessor's Tax Parcel Number(s): 44041.9144

Reference Number: _____

CITY OF SPOKANE VALLEY
Development Engineering Division
Spokane Valley, Washington

DRAINAGE EASEMENT

IN THE MATTER OF _____ (City of Spokane Valley Project No. _____,
hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), _____, for
and in consideration of mutual benefits, the receipt of which is hereby acknowledged, warrants and
conveys to City of Spokane Valley, a municipal corporation of the State of Washington, an DRAINAGE
EASEMENT over, upon, and across the following described real property, situated in the City of Spokane
Valley, Spokane County, State of Washington, to-wit:

DRAINAGE EASEMENT

A PARCEL LOCATED IN THE NORTHEAST QUARTER SECTION 04, TOWNSHIP 24
NORTH, RANGE 44 EAST, W.M.; CITY OF SPOKANE VALLEY, SPOKANE COUNTY,
WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 33; THENCE SOUTH
00°57'16" EAST, ON AND ALONG THE EAST SECTION LINE OF SECTION 33, A
DISTANCE OF 125.00 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 26,
BLOCK 1, PLAT OF "THE GREENS AT MIDILOME", AS PER THE PLAT THEREOF
RECORDED IN BOOK 22 OF PLATS ON PAGE 49; THENCE CONTINUING SOUTH
00°57'16" EAST, A DISTANCE OF 175.04 FEET, TO AN ANGLE POINT ON THE
BOUNDARY; THENCE ON AND ALONG SAID BOUNDARY, SOUTH 89°53'47" EAST, A
DISTANCE OF 301.30 FEET; TO THE WEST RIGHT-OF-WAY OF S.MADISON ROAD;

THENCE ON AND ALONG SAID WEST RIGHT-OF-WAY, SOUTH 00°08'29" EAST, A DISTANCE OF 2357.42 FEET; THENCE CONTINUING ON SAID RIGHT-OF-WAY, SOUTH 00°09'50" WEST, A DISTANCE OF 217.44 FEET, TO THE POINT OF BEGINNING FOR THIS DRAINAGE EASEMENT; THENCE CONTINUING ON AND ALONG SAID RIGHT-OF-WAY, SOUTH 00°09'50" WEST, A DISTANCE OF 48.24 FEET; THENCE LEAVING SAID RIGHT-OF-WAY, NORTH 89°53'27" WEST, A DISTANCE OF 413.61 FEET; THENCE NORTH 35°06'41" EAST, A DISTANCE OF 16.16 FEET; THENCE SOUTH 89°53'28" EAST, A DISTANCE OF 350.84 FEET; THENCE NORTH 00°55'25" WEST, A DISTANCE OF 30.88 FEET; THENCE NORTH 89°04'36" EAST, A DISTANCE OF 13.29 FEET; THENCE NORTH 03°11'41" EAST, A DISTANCE OF 6.08 FEET; THENCE SOUTH 86°48'10" EAST, A DISTANCE OF 40.55 FEET TO THE POINT OF BEGINNING. CONTAINING 0.17 ACRES, MORE OR LESS.

The Drainage Easement as shown hereon is hereby granted to the City of Spokane Valley and its authorized agents, and to the public for drainage purposes, including but not limited to allowing stormwater drainage and/or runoff over and across the above-described real property, including but not limited to disposal into a drainage facility located within the same above-described real property. The Grantor(s) or their successors in interest hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above-described real property. The Grantor(s) or their successors in interest agree that the City of Spokane Valley has no responsibility for maintaining this Easement.

The Grantor(s) or their successors in interest hereby agree to having complete and total responsibility for the construction of all related drainage facilities located within this Easement, per the accepted civil and drainage plans on file in the office of the Development Engineering Division, including but not limited to all drainage facilities necessary to convey, direct or route the stormwater and/or runoff to said drainage facility or facilities. The Grantor(s) or their successors in interest hereby agree to having complete and total responsibility for the perpetual maintenance of the facilities located within this Easement. In addition, the Grantor(s) or their successors in interest agree to and, shall maintain the drainage area with permanent live ground cover, which may include shrubbery and/or trees, so long as they do not obstruct the flow and percolation of stormwater drainage and/or runoff. If the Grantor(s) or their successors in interest fail to maintain said facilities, a notice of such failure may be given to the Grantor(s) or their successors in interest. If not corrected within the period indicated on said notice, the City of Spokane Valley has the right to correct the maintenance failure, or have it corrected, at the expense of the Grantor(s) or their successors in interest. Such expenses, if not paid within 60 days of notification, may be filed with the County Auditor as a lien against the real property.

The Grantor(s) or their successors in interest hereby release the City of Spokane Valley, and all of its officers, employees and agents from any responsibility or liability for any damage whatsoever, including but not limited to inverse condemnation by or to any and all persons or property arising out of or in any way incident to or attributable to the stormwater drainage and/or runoff within this Easement.

This Easement and the agreements and duties provided for herein shall run with the land and shall be binding on, and shall inure to the benefit of the parties references herein, their heirs, successors and assigns. No modification of the boundaries of this Easement can be made without prior approval of the City of Spokane Valley.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this _____ day of _____, 20____.

Grantor(s): _____

Grantee: _____

By: _____

By: _____

Title: _____

Title: _____

STATE OF WASHINGTON)
COUNTY OF SPOKANE)
CITY OF SPOKANE VALLEY) ss

I certify that I know or have satisfactory evidence that _____, Grantor, is/are the individual(s) who appeared before me, and who acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this _____ date of _____, 20____.

NOTARY PUBLIC
In and for the State of Washington,
Residing at _____
My appointment expires: _____