



**AFTER RECORDING RETURN TO:**

Latah Properties, LLC  
PO Box 30745  
Spokane, WA 99223-3012

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**DOCUMENT TITLE:** Declaration of Drainage / Maintenance Covenant  
**GRANTOR(s):** Latah Properties, LLC  
**GRANTEE(s):** Latah Properties, LLC; Government, County of Spokane  
**COUNTY REFERENCE NUMBER:** PS-2009-08  
**LEGAL DESCRIPTION:** Tract "4" of Short Plat # 1333-03 according to Plat thereof recorded in Book 21 of Short Plats, Pages 95 & 96, Records of Spokane County, Washington.  
**ASSESSOR'S TAX PARCEL NO(s):** 34093.9039  
**NO CONSIDERATION**

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**Declaration of Drainage / Maintenance Covenant**

In consideration of the approval by Spokane County of the Plat of *Latah Hills* (Spokane County Project No. PS-2009-08, hereinafter referred to as the "plat"), undersigned covenants and agrees that:

The property owners within this plat shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across their respective properties. If the property owners fail to maintain the surface path of natural or man-made drainage flow, or drainage facilities on private properties, a notice of such failure may be given to the property owner. 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 property owner.

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.

Any building that is constructed on a lot in this plat 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 meet the minimum requirements as set forth in the current building code. 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. All drainage facilities for this plat, including any '208' swales, shall be constructed in accordance with the accepted plans on file at the Spokane County Engineer's Office. Any proposed changes to the accepted road and drainage plans must be accepted by the Spokane County Engineer's Office prior to construction of said changes. There may exist properties located uphill and adjacent to this subdivision which periodically discharge stormwater runoff onto individual lots within this plat. Stormwater runoff from nearby uphill properties should be expected, and during snow melt 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 has discharged onto this plat prior to development, stormwater runoff will likely continue to do so after development.

The Developer of the project and/or its successors in interest shall maintain all drainage facilities, located in the private road easement in conformance with the accepted plans and the Operations and Maintenance Manual as prepared by Whipple Engineering, both of which are on file at the Spokane County's Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning stormwater pipes, structures, ditches, drainage ponds, swales; replacement of drainage facilities as needed; and maintaining live native-type dry land grasses or lawn turf in the pond facilities located in common areas or tracts, with optional shrubbery and/or trees, which do not obstruct the flow and percolation of storm drainage water in the drainage swale as indicated by the accepted plans. The Developer of the project and/or its successors in interest are also responsible for removing and disposing of the soils and grass sod located in drainage facilities situated within said private road easement at such time Spokane County deems necessary, and replacing the soil and grass sod. The Developer of the project and/or its successors in interest shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities.

If the Developer of the project and/or its successors in interest fail to maintain the drainage facilities in conformance with the accepted drainage plans and the Operations and Maintenance Manual, on file at the Spokane County Engineer's Office, a notice of such failure may be given to the Developer of the project and/or its successors by the County Engineer. 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 Developer of the project and/or its successors in interest.

Should the Developer of the project discontinue operations for any reason or transfer all ownership interests to others, the successors in interest shall be the individual lot owners, or their successors in interest at the time of said termination. The successors in interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

The developer, property owners, and present or future homeowners' association waive any and all claims for damages against any governmental authority arising from the construction, ownership or maintenance of public facilities. This waiver includes claims of any nature, including but not limited to person and real property damages as well as any inverse condemnation claims.

This covenant and agreement 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.

That, in consideration of Mutual Benefits now or to be hereafter derived for themselves, their heirs, grantees, assigns and successor(s) in interest, do hereby request and authorize Spokane County to include the above described property in a Road Improvement District (RID) and to support the formation of a Road Improvement District for improvement of the road(s) described below by requesting and authorizing Spokane County to place their name(s) on a petition for the formation of a Road Improvement District pursuant to RCW 36.88.050, or by requesting and authorizing Spokane County to cast their ballot in favor of a RID being formed under the resolution method pursuant to RCW 36.88.030, and/or by not

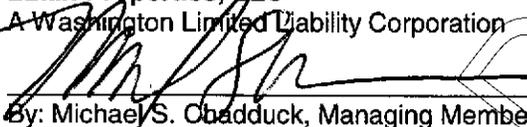
filing a protest against the formation of a RID being formed under the alternative resolution method provided for in RCW 36.88.065 and Chapter 35.43 RCW.

If a RID is proposed for improvement of the road(s) described below, said owner(s) and successor(s) further agree: (1) that the improvements or construction contemplated within the proposed RID are feasible, and (2) that the benefits to be derived from the formation of the RID by the property included therein, together with the amount of any County participation, exceeds the cost and expense of formation of the RID, and (3) that the property within the proposed RID is sufficiently developed; provided themselves, their heirs, grantees, assigns and successor(s) shall retain the right, as authorized under RCW 36.88.090, to object to any assessment(s) on the property as a result of the improvements called for in conjunction with the formation of a RID by either the petition or resolution method under Chapter 36.88 RCW and to appeal to the Superior Court the decision of the Board of County Commissioners confirming the final assessment roll; provided further, it is recognized that actual assessments may vary from assessment estimates as long as they do not exceed a figure equal to the increased true and fair value improvement(s) add(s) to the property.

It is further acknowledged and agreed that at such time as a RID is created on any County Road Improvement project is authorized by Spokane County, the improvements required shall be at the sole expense of the owner(s) of the property within the RID or served by the improvements without any monetary participation by Spokane County. The RID waiver contained in this agreement shall expire after ten (10) years from the date of execution below.

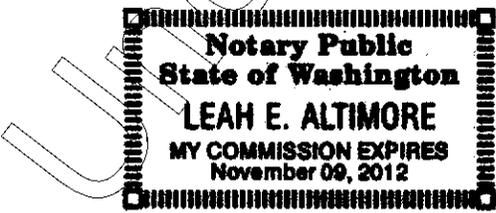
IN WITNESS WHEREOF, the aforesaid owners have hereunto set their hand this 24<sup>th</sup> day of February, 2009.

Latah Properties, LLC  
A Washington Limited Liability Corporation

  
By: Michael S. Chadduck, Managing Member

State of Washington )  
  )ss  
County of Spokane )

On this 24<sup>th</sup> day of February, 2009, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael S. Chadduck to me known to be the Managing Member of Latah Properties, L.L.C., the limited liability company that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument. Witness my hand and official seal hereto affixed the day and year first above written.



  
Notary Public in and  
for the State of Washington.  
My Appointment Expires: November 9<sup>th</sup>, 2012