



AFTER RECORDING RETURN TO:

Spokane County Public Works, Development Engineering Services
1026 W. Broadway Ave. 2nd Floor
Spokane, WA 99260-0170

Document Title: Drainage Declaration of Covenant

Grantor: R. & S. Land Development Company

Grantee Spokane County and The Public

Abbreviated Legal Description: *NW 1/4 of Section 4, Township 24 N., Range 43 E., W.M. in Spokane County, Washington*

Assessor's Tax Parcel Numbers: 34042.2115

County Reference No. P-1772B

In consideration of the approval by Spokane County of Laurelhurst Estates First Addition (hereinafter referred to as the "plat"), the undersigned covenants and agrees that:

Spokane County and its authorized agent are hereby granted the right to ingress and egress to, over and from all public drainage easements for the purposes of inspection and emergency maintenance of drainage swales, ponds, ditches, culverts and other drainage facilities, if not properly maintained by the property owner or the Laurelhurst Estates Owners' Association. 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.

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 or natural or man-made drainage flow or drainage facilities on private property, 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 with 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 the drainage easements on private property.

The property owners with this plat shall maintain all Grassed Percolation Areas (GPA) and drainage ditches situated on their respective properties, and any portion of a GPA situated in a public right-of-way adjacent to their respective properties, with a permanent ground cover, as specified in the currently approved and accepted plans on file at the Spokane County's Engineer's Office. No structures, including fences, shall be constructed directly over or within a GPA without the expressed written consent of the Spokane County Engineer. Spokane County does not accept the responsibility to inspect and/or maintain the drainage easements or drainage swales, nor does Spokane County accept any liability for any failure by the lot owner(s) to properly maintain such areas.

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 doorway). Such 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. All drainage facilities for this plat, including GPA, shall be constructed in accordance with the approved plans on file at the Spokane County Engineer's Office. Any proposed changes to the approved road and drainage plans must be approved 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 which 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.

This covenant and agreement shall run with the land in perpetuity, and shall be binding upon the owners, their heirs, successors and assigns, including the obligation to participate in the maintenance of the drainage facilities as provided herein.

The Laurelhurst Estates Owners' Association or its successors-in-interest shall maintain the drainage facilities in conformance with the approved plans on file at the Spokane County Engineer's Office. Maintenance of drainage facilities includes, but is not limited to, keeping open and cleaning storm pipes, ditches, drainage ponds, swales, etc., replacement of drainage facilities as needed, and maintaining live native-type dryland grasses or lawn turf in the GPA 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 swales, as indicated by the approved plans. The Laurelhurst Estates Owners' Association shall be responsible for payment of all claims and other liabilities which may become due for said maintenance responsibilities.

If the Laurelhurst Estates Owners' Association or its successor-in-interest fail to maintain the drainage facilities in conformance with the accepted drainage plan on file at the Spokane County Engineer's Office, a notice of such failure may be given to the Laurelhurst Owners' Association or its successor-in-interest 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 Laurelhurst Estates Owners' Association or its successors-in-interest.

Should the Laurelhurst Estates Owners' Association be terminated for any reason, the successors-in-interest shall be the individual lot owners, or their successors-in-interest, who are member of the Laurelhurst Estates Owners' Association at the time of said termination. The successors-in-interest shall share equally in the responsibility and cost of maintaining said drainage facilities.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 19th day of November, 1997.

R. & S. Land Development Company, a Washington General Partnership

by: Terence A. Sullivan

Terence A. Sullivan, its Managing Partner

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

JAMIE L. KENT
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES

I certify that I know or have satisfactory evidence that TERENCE A. SULLIVAN is the person who appeared before me, and said person acknowledged that he signed the instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the property owner of Laurelhurst Estates First Addition to the County of Spokane, State of Washington, for the uses and purpose mentioned in the instrument.

GIVEN under my hand and official seal on the 19th day of NOV, 1997.

Jamie L. Kent
NOTARY PUBLIC in and for the State of Washington, residing at Spokane

My Appointment Expires: 6/29/00