



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

LEE CAMPBELL
3105 E. Boone
SPOKANE, WA 99202

TEMPORARY STORMWATER EASEMENT

Brief Legal Description: Portion of S1/2, Sec. 2, T. 24 N., R 43 E., W.M.
Tax Parcel Nos.: 34025.9132

THIS TEMPORARY STORMWATER EASEMENT (this "Easement"), is made and entered into this 21st day of June, 2019, by and between MORAN VIEW, L.L.C., a Washington limited liability company ("Grantor"), whose mailing address is 3105 E. Boone Ave., Spokane, WA 99202-3607, and MORAN VIEW ESTATES HOMEOWNER'S ASSOCIATION, a Washington Nonprofit Corporation ("Grantee"), whose mailing address is 3105 E. Boone Ave., Spokane, WA 99202-3607. The use of the phrase "the parties hereto" shall be understood to refer to both Grantor and Grantee.

RECITALS

- A. Grantor is the owner of certain real property in the County of Spokane, State of Washington, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Servient Estate").
- B. Grantee is the homeowner's association responsible for maintenance and repair of Moran View Estates located in the County of Spokane, State of Washington, more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Benefitted Property").
- C. Grantor desires to grant to Grantee a temporary easement over and across a portion of the Servient Estate on the terms and conditions set forth in this Agreement allowing for installation, maintenance and use of stormwater system on the Servient Estate for the benefit of Benefitted Property.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Temporary Stormwater Easement; Purpose.** Grantor, as owner of the Servient Estate, hereby grants to Grantee, as homeowner's association responsible for the maintenance and repair of the Benefitted Property, and Grantee's contractors, employees, agents, licensees, and invitees (collectively, "Permittees"), for the benefit of the Benefitted Property, a non-exclusive temporary stormwater easement for the use and maintenance on that portion of the Servient Estate that is more particularly described on Exhibit "C" attached hereto and incorporated herein by reference (the "Easement Area"). This Easement shall remain in effect until such time as Parcel "I" is platted by Grantor.

Temporary Stormwater Easement - 1

2. **Maintenance and Repair.** Grantee shall, at its sole cost and expense, repair or restore any area on the Servient Estate that is damaged by the use of or entry onto the Easement Area and the Servient Estate by Grantee or its Permittees to the same or better condition as existed immediately prior to such use of or entry onto the Servient Estate. In the event that Grantee does not perform its obligations as set forth in this Section, Grantor shall have the right, but not the obligation, upon ten (10) days' prior written notice to Grantee (or such notice as is reasonable, if any, in the case of an emergency), to maintain, repair, or replace the Easement Area, and Grantee shall reimburse Grantor for any and all costs incurred by Grantor for such work within ten (10) days after Grantor's written request therefor.

3. **Governing Law.** This temporary stormwater easement shall be governed by and interpreted in accordance with the laws of the State of Washington.

4. **Not a Public Dedication.** Nothing contained herein shall be deemed to be a public dedication.

5. **Counterparts.** This Easement may be executed by the parties in several counterparts and each such counterpart will be deemed an original and all such counterparts together will constitute one and the same agreement.

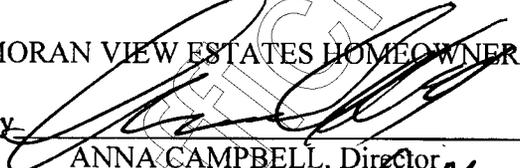
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first written above.

MORAN VIEW, L.L.C.

By 
ANNA CAMPBELL, Manager

By 
LEE CAMPBELL, Manager

MORAN VIEW ESTATES HOMEOWNER'S ASSOCIATION

By 
ANNA CAMPBELL, Director

By 
LEE CAMPBELL, Director

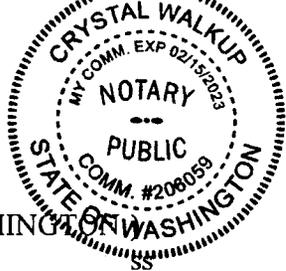
STATE OF WASHINGTON)

SS

County of Spokane)

On this 21 day of June, 2019, before me, the undersigned Notary Public in and for said state, personally appeared **ANNA CAMPBELL and LEE CAMPBELL**, and declared to me to be the Managing Members of Moran View, L.L.C., a Washington limited liability company, that they executed the foregoing instrument on behalf of said corporation, and acknowledge to me that such corporation executed the same.

WITNESS my hand and official seal.



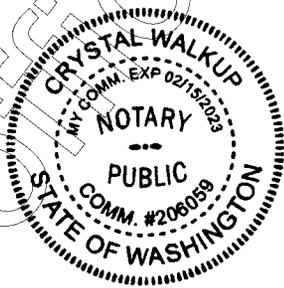
Crystal Walkup
Notary Public in and for the State of Washington
Residing at Spokane, WA
Commission expires: 02/15/2023

STATE OF WASHINGTON)

County of Spokane)

On this 21 day of June, 2019, before me, the undersigned Notary Public in and for said state, personally appeared **ANNA CAMPBELL and LEE CAMPBELL**, and declared to me to be the Directors of Moran View Estates Homeowner's Association, a Washington non-profit corporation, that they executed the foregoing instrument on behalf of said corporation, and acknowledge to me that such corporation executed the same.

WITNESS my hand and official seal.



Crystal Walkup
Notary Public in and for the State of Washington
Residing at Spokane, WA
Commission expires: 02/15/2023

EXHIBIT "A"

MORAN VIEW LLC PROPERTY

Parcel I, as shown on the Record of Survey, recorded in Book 98 of Surveys, Pages 48 – 50, Auditor's Filed Number 4616825, in the South Half of Section 2, Township 24 North, Range 43 East, W.M.

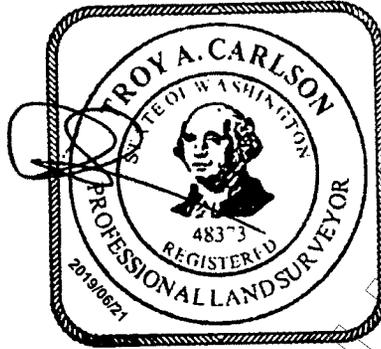


EXHIBIT "B"

MORAN VIEW HOMEOWNER'S ASSOCIATION PROPERTY

The Plat of Moran View Estates and associated Additions as they become platted with the Boundaries of Parcels A, B, C, D, E, F, G, H and I, as shown on the Record of Survey, recorded in Book 98 of Surveys, Pages 48 – 50, Auditor's Filed Number 4616825, in the South Half of Section 2, Township 24 North, Range 43 East, W.M.

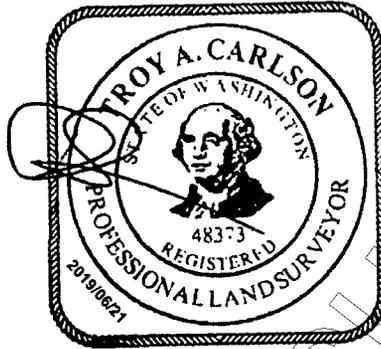


EXHIBIT "C"

Stormwater Legal Description for Moran View Estates 1st Addition

A portion of Parcel "I" as shown on the Record of Survey, Book 123 of Surveys, Page 100, records of Spokane County, Washington, being a portion of the Southwest Quarter of the Southwest Quarter of the Southeast Quarter of Section 2, Township 24 North, Range 43 East, Willamette Meridian, Spokane County, Washington, more particularly described as follows:

Commencing at the South Quarter Corner of said Section 2;

Thence S89°20'27"E along the South Line of said Parcel "I", a distance 664.18 feet to East Line of said Parcel "I";

Thence N0°05'42"E along said East Line, a distance of 207.89 feet;

Thence N77°50'35"W, a distance of 349.755 feet to the Point of Beginning;

Thence N43°34'30"E, a distance of 50.25 feet;

Thence 12.38 feet along a tangent curve to the left, with a Radius of 101.00 feet, a Delta Angle of 7°01'29" and a chord of N40°03'46"E, 12.38 feet;

Thence N77°50'35"W, a distance of 1.10 feet;

Thence N84°30'51"W, a distance of 87.56 feet;

Thence N76°19'03"W, a distance of 300.35 feet;

Thence S13°40'57"W, a distance of 10.00 feet;

Thence S76°19'03"E, a distance of 301.07 feet;

Thence S84°30'51"E, a distance of 81.32 feet;

Thence S43°34'30"W, a distance of 50.48 feet;

Thence S77°50'35"E, a distance of 1.17 feet to the Point of Beginning.

