



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

Document Title: *Temporary Drainage, Utility and Access Easement*  
Abbreviated Legal Description: *A portion of W½ of Section 30, Township 25 North and Range 45 E W.M.*  
Legal Description: *See Attached Exhibits A and B.*  
Assessor's Tax Parcel Number: *A portion of Parcel No. 55302.9085*

SPOKANE COUNTY DIVISION OF ENGINEERING  
Spokane County, Washington

**TEMPORARY DRAINAGE, UTILITY AND ACCESS EASEMENT**

IN THE MATTER OF *Morningside Heights 3<sup>rd</sup> Addition* (Spokane County Project No. P1769C, hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), *Richard B. Jarvis and Ruth L. Jarvis, husband and wife, d/b/a Jay Investments; S & B Investments, LLC, a Washington Limited Liability Company, and Dahm Development, a Washington Corporation,* 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 *Morningside Heights 3<sup>rd</sup> Addition 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.

The Easement granted to Spokane County, its authorized agents and the *Morningside Heights 3<sup>rd</sup> Addition Homeowners Association,* is for the purpose of allowing stormwater drainage and/or runoff over and across the above-described lands, including but not limited to disposal into a drainage facility or facilities located within the same above-described lands; it is for the purpose of allowing utility facilities located with the same above-described lands; and it is for the purpose of allowing access over, to, upon, across and under this temporary easement area to inspect and perform emergency maintenance of these facilities. The Grantor(s), the *Morningside Heights 3<sup>rd</sup> Addition 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.

The Grantor(s), the *Morningside Heights 3<sup>rd</sup> Addition Homeowners Association,* and/or their successors in interest, agree that Spokane County accepts no responsibility for maintaining this Easement. The Easement grants to Spokane County, its authorized agents, the *Morningside Heights 3<sup>rd</sup> Addition Homeowners Association,* and/or their successors in interest, the right of ingress and egress to, over, and from said Easement for the purpose of inspection and emergency maintenance of drainage facilities.

The Grantor(s) and/or their successors in interest hereby accept complete and total responsibility for the construction of the facilities located within this Easement per the accepted road and drainage plans on file in the office of the Spokane County Engineer. The Grantor(s), the *Morningside Heights 3<sup>rd</sup> Addition Homeowners Association,* and/or their successors in interest, hereby accept complete and total responsibility for the perpetual maintenance of the facilities located within this Easement. If the Grantor(s), the *Morningside Heights 3<sup>rd</sup> Addition Homeowners Association,* and/or their successors in interest, fail to maintain the facilities, a notice of such failure may be given to the Grantor(s), the *Morningside Heights 3<sup>rd</sup> Addition 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 *Morningside Heights 3<sup>rd</sup> Addition Homeowners Association,* and/or their successors in interest.

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.

Spokane Tax Exempt  
Date 3-3-2004  
Spokane County Treas.  
By *M. Olson*



The Grantor(s), the *Morningside Heights 3<sup>rd</sup> Addition 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 Easement.

The Offsite Drainage and Access Easement described hereinabove is to and shall run with the land. No modification of the boundaries of said Easement can be made with out prior written approval of Spokane County.

IN WITNESS WHEREOF, ~~we~~ have hereunto set our hand(s) and seal(s) this 1st day of March, 2004.

By: [Signature]  
Richard B. Jarvis POA

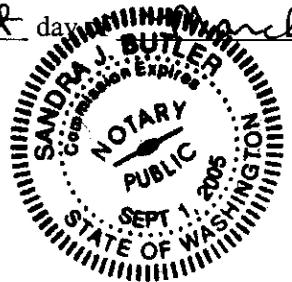
By: [Signature]  
Ruth L. Jarvis

STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss

/Power of Attorney

I certify that I know or have satisfactory evidence that Richard B. Jarvis and Ruth L. Jarvis, husband and wife, d/b/a Jay Investments; S & B Investments, LLC., a Washington Limited Liability Company are the individuals who appeared before me, and said individuals acknowledged that they signed this instrument, and acknowledged it as their free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 1st day of March, 2004.



[Signature]  
NOTARY PUBLIC  
In and for the State of Washington,  
residing at Spokane.  
My appointment expires 9-1-2005.

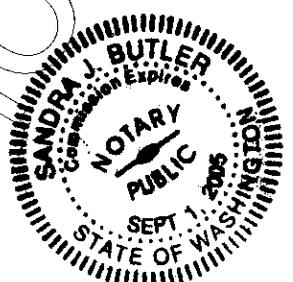
IN WITNESS WHEREOF, I have hereunto set my hand(s) and seal(s) this 1st day of March, 2005.

By: [Signature]  
Richard T. Dahm President

STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss

I certify that I know or have satisfactory evidence that Richard T. Dahm, owner of Dahm Development, a Washington Corporation, is the individual who appeared before me, and said individual acknowledged that he signed this instrument, and acknowledged it as his free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 1st day of March, 2004.



[Signature]  
NOTARY PUBLIC  
In and for the State of Washington,  
residing at Spokane.  
My appointment expires 9-1-2005.



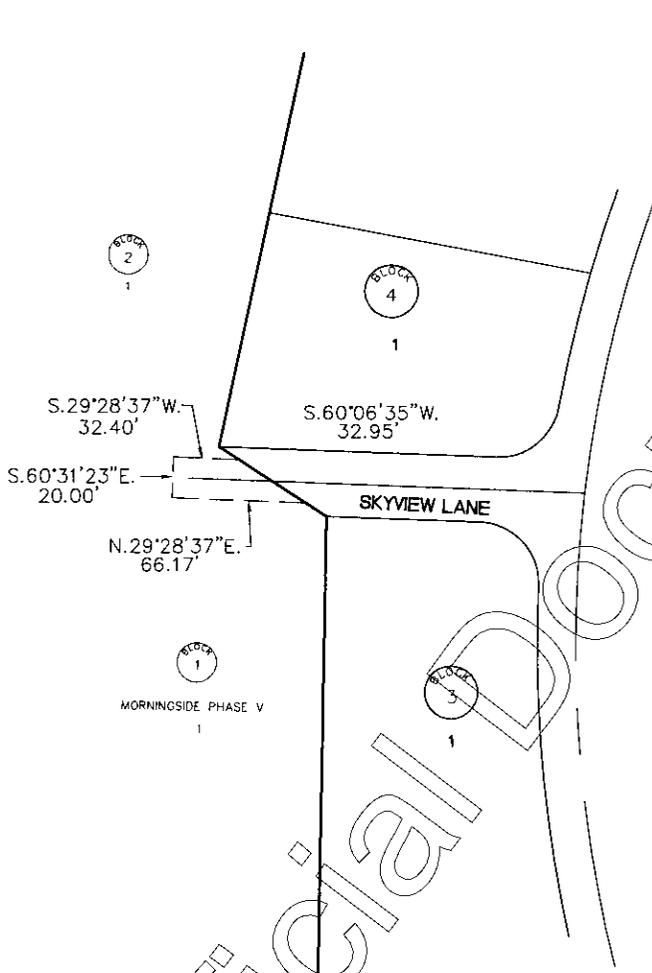
**Storm Drainage Easement**

Commencing at the Easterly corner of Tract "C" of the Final P.U.D. Plat of Morningside, Phase I, as recorded in book 22 of Plats, pages 88 And 89 in the West 1/2 of Section 30, T.25N., R.45E., W.M., Spokane County, Washington; thence N.42°05'00"W., along the Northeasterly line of said Tract "C", 42.53 feet; thence N.41°42'46"E., 396.18 feet; thence S.50°38'35"E., 240.36 feet; thence N.60°06'35"E., 11.78 feet to the Point of Beginning; thence S.29°28'37"W., 32.40 feet; thence S.60°31'23"E., 20.00 feet; thence N.29°28'37"E., 66.17 feet; thence S.60°06'35"W., 39.25 feet to the Point of Beginning.

Unofficial Document



Exhibit "A"



### NEW DRAINAGE/ ACCESS EASEMENT

 Taylor Engineering, Inc.

N.T.S.

2-23-04

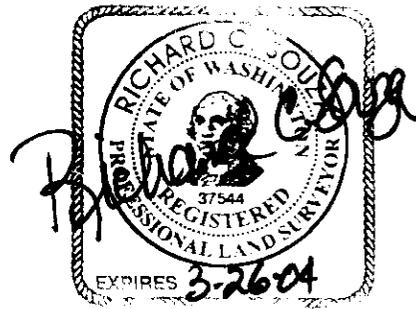


Exhibit "B"

Unofficial Document