



**Return Address:**

Summit Properties, Inc  
12720 E. Nora Ave., Ste E  
Spokane, Wa 99216

**DOCUMENT TITLE:**

1009132-7

COURTESY RECORDING

Drainage Easement

**REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTOR(s):**

1. Joseph D. Jarvis
2. Rebecca A. Jarvis
- 3.
- 4.
- 5.

**GRANTEE(s):**

1. Spokane County
2. Morningside Heights Fifth Homeowners Association
- 3.
- 4.
- 5.

**ABBREVIATED LEGAL DESCRIPTION:**

ptn NE 1/4 30-25-45

**ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER:**

55301.9088

R. E. Excise Tax Exempt  
Date 10-9 2013  
Spokane County Treas.  
By SMH

**After Recording Return to:  
Summit Properties, Inc.  
12720 E. Nora Ave., Suite E  
Spokane, WA 99216**

Document Title: Stormwater Pond Drainage Easement  
Grantor(s): Joseph D. and Rebecca A. Jarvis  
Grantee(s): Spokane County and Morningside Heights Fifth/Brigadoon Homeowners Association  
Abbreviated Legal Description: a portion of the Southwest Quarter of the Northeast Quarter of Section 30, Township 25 north, Range 45 East, W.M., County of Spokane, State of Washington  
Legal Description: See Attached Exhibits A  
Assessor's Tax Parcel Number: 55301.9088

### **DRAINAGE EASEMENT**

IN THE MATTER OF MORNINGSIDE HEIGHTS 7<sup>TH</sup> ADDITION (Spokane County Project No. PE-1962-05), hereinafter referred to as the "project")

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s), Joseph D. and Rebecca A. Jarvis 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 5<sup>th</sup> /Brigadoon Addition Homeowners Association, an Easement over, upon, pond the drainage and access area, legally described in the attached Exhibit A and depicted on Exhibit B map.

The Easement granted to Spokane County, its authorized agents and the Morningside Heights 5<sup>th</sup> /Brigadoon Addition Homeowners Association, is for the purpose of providing an area for stormwater facilities, including but not limited to disposal into a drainage facility located within the same above-described lands. The Grantor(s) their successors in interest and/or the Morningside Heights 5<sup>th</sup> /Brigadoon Homeowner's Association hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above described lands. The Grantor(s), their successors interest, and/or the Morningside Heights 5<sup>th</sup> /Brigadoon Homeowner's Association agree that Spokane County accepts no responsibility for maintaining this Easement. The Easement grants to Spokane County, it's authorized agents and the Morningside Heights 5<sup>th</sup> /Brigadoon Homeowner's Association, the right of ingress and egress to, over, and from said Easement for the purpose of inspection and emergency maintenance of drainage facilities.

This Easement granted to Spokane County, and the Morningside Heights 5<sup>th</sup> /Brigadoon Homeowner's Association and their authorized agents, is for the purpose of providing an area for a stormwater drainage pond on the above described land to accommodate stormwater from Morningside Heights 7<sup>th</sup> Addition, Chapman Road and the future road from Chapman over which the access road from Chapman runs. The Morningside Heights 5<sup>th</sup> /Brigadoon Homeowner's Association agrees that Spokane County and the Grantor accepts no responsibility for maintaining this easement. The Easement grants to Summit Properties, Inc. and its authorized agents the right to construct the improvements of the stormwater pond.

Summit Properties, Inc. and/or its 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. Summit Properties, Inc. their successors in interest,

and/or the Morningside Heights 5<sup>th</sup> /Brigadoon Homeowner's Association hereby accept complete and total responsibility for the perpetual maintenance of the facilities located within this Easement. If the Morningside Heights 5<sup>th</sup> /Brigadoon Homeowner's Association fails to maintain the facilities, a notice of such failure may be given to the Morningside Heights 5<sup>th</sup>/Brigadoon Homeowner's Association. 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 Morningside Heights 5<sup>th</sup>/Brigadoon Homeowner's Association.

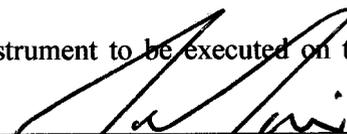
Summit Properties, Inc. their successors in interest, and/or the Morningside Heights 5<sup>th</sup> /Brigadoon Homeowner's Association hereby release Spokane County, the Grantor and all of its officers, employees and agents from any responsibility or liability for any damage or liability whatsoever including inverse condemnation by or to any and all persons or property arising out of or in any way incident to or attributable to the stormwater pond.

The Morningside Heights 5<sup>th</sup>/Brigadoon Homeowners Association agrees to defend, indemnify and hold Jarvis and Summit Properties, Inc. harmless from any and all claims, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with the drainage easement to the fullest extent permitted by law and subject to the limitations provided below.

The Morningside Heights 5<sup>th</sup>/Brigadoon Homeowners Association duty to defend, indemnify and hold Jarvis and Summit Properties, Inc. harmless shall include, as to all claims, demands, losses, and liability to which it applies, the Morningside Heights 5<sup>th</sup>/Brigadoon Homeowners Association related cost, reasonable attorney fees, court costs and all other related expenses.

The Morningside Heights 5<sup>th</sup>/Brigadoon Homeowners Association agrees to accept title to the subject stormwater pond at any time in the future Jarvis requests that title be transferred to the Homeowners Association. Title will be transferred to the Homeowners Association upon the filing of the Final plat for Morningside Heights 7<sup>th</sup> Addition. The Homeowners Association further agrees to have its insurance carrier issue an endorsement naming Jarvis as an additional insured.

IN WITNESS HEREOF, the undersigned has caused this instrument to be executed on this \_\_\_\_ of September, 2013.

  
\_\_\_\_\_  
Joseph D. Jarvis

  
\_\_\_\_\_  
Rebecca A. Jarvis

Morningside Heights 5<sup>th</sup>/Brigadoon Addition Homeowners Association

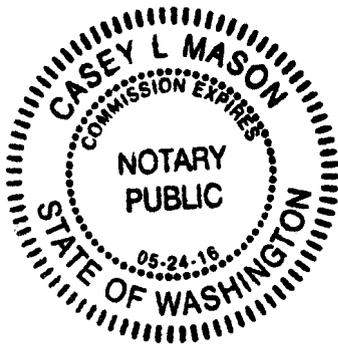
By:   
\_\_\_\_\_  
Richard T. Dahm, President

STATE OF Washington )

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Joseph D. Jarvis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the owner of Subject property to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 10-8-2013



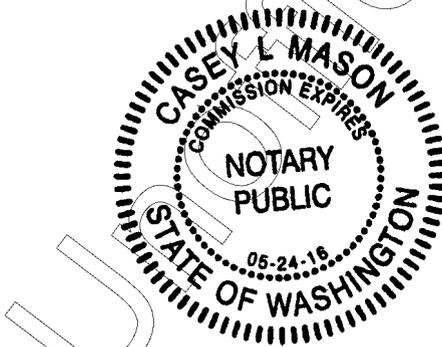
Casey L. Mason  
Notary Public in and for the state of Washington  
Casey L. Mason  
Residing at Liberty Lake  
My appointment expires: 5-24-2016

STATE OF Washington )

COUNTY OF Spokane )

I certify that I know or have satisfactory evidence that Rebecca A. Jarvis is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he/she is authorized to execute the instrument and acknowledged it as the owner of Subject Property to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: 10-8-2013

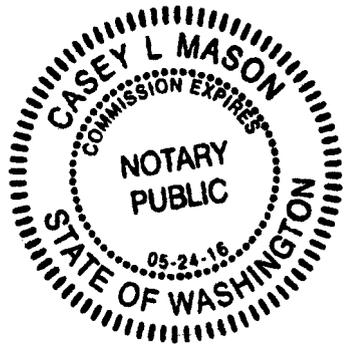


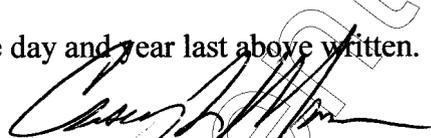
Casey L. Mason  
Notary Public in and for the state of Washington  
Casey L. Mason  
Residing at Liberty Lake, WA  
My appointment expires: 5-24-2016

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SPOKANE )

On this 9<sup>th</sup> of October, 2013, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RICHARD T. DAHM, to me known to be the President of MORNINGSIDE HEIGHTS 5<sup>TH</sup> /BRIGADOON ADDITION HOMEOWNERS ASSOCIATION, the Washington State Corporation that executed the foregoing instrument, and acknowledged the said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



  
Notary Public in and for the State of  
Washington, residing in Spokane  
My Commission Expires: 5-24-2016

Unofficial Document

**DESCRIPTION OF  
POND EASEMENT**

**DESCRIPTION** of a parcel of land being a portion of the Southwest Quarter of the Northeast Quarter of Section 30, Township 25 North, Range 45 East, W.M., County of Spokane, State of Washington, more particularly described as follows:

**COMMENCING** at the Center Quarter Corner of Said Section 30, said point being North 89°36'06" West of the East Quarter Corner of said Section;

Thence South 89°36'06" East along said East-West Quarter Section line, a distance of 451.47 feet to the **TRUE POINT OF BEGINNING**;

Thence North 40°30'10" East a distance of 157.08 feet;

Thence South 49°29'50" East a distance of 119.92 feet;

Thence along a tangent curve to the left with a radius of 310.00 feet, through a central angle of 01°33'22" (the long chord of which bears South 50°16'31" East a distance of 8.42 feet), for an arc length of 8.42 feet;

Thence South 40°30'10" West a distance of 49.10 feet to a point on said East-West Quarter Section line;

Thence North 89°36'06" West along said line, a distance of 167.79 feet to the **TRUE POINT OF BEGINNING**.

**CONTAINING:** approximately 13,223 square feet or 0.30 acres of land, more or less.

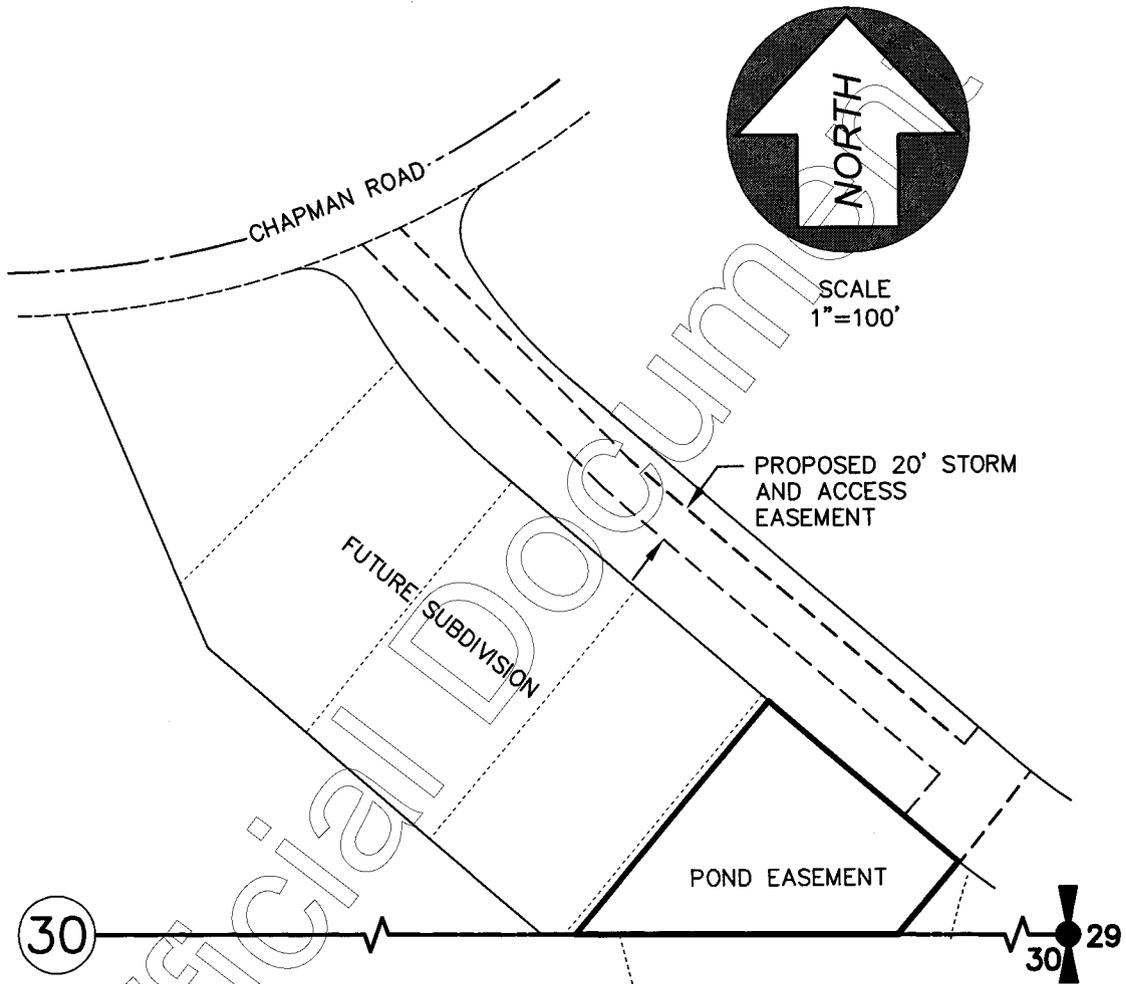
Prepared on: September 12, 2013  
REVISED: September 13, 2013  
Prepared for and on behalf of Taylor Engineering Inc.  
Prepared by David M. Seese, PLS  
Project No. 13017 DAHM MISC

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9/13/13

EXHIBIT FOR  
POND EASEMENT



THIS MAP IS FOR EXHIBIT PURPOSES ONLY AND  
DOES NOT CONSTITUTE A PROPERTY BOUNDARY  
SURVEY