



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

Document Title: *Offsite Drainage 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. 55302.9079*

**SPOKANE COUNTY DIVISION OF ENGINEERING  
Spokane County, Washington**

**OFFSITE DRAINAGE 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 Offsite Drainage and Access Easement over, under, upon, and across the real property legally described in the attached Exhibits A and B, situated in the County of Spokane, State of Washington.

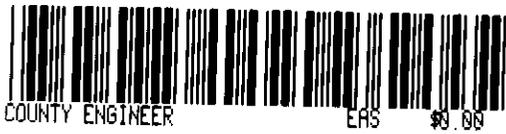
The Offsite Drainage and Access Easement granted to Spokane County, its authorized agents and the *Morningside Heights 3<sup>rd</sup> Addition Homeowners Association,* is for the purpose of allowing stormwater drainage and/or runoff from the public and private road systems within this plat, runoff from adjacent plats and offsite as per the accepted drainage report on file with Spokane County. The Offsite Drainage and Access Easement granted to Spokane County 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 and it is for the purpose of allowing access over, to, upon, across and under this Offsite Drainage and Access 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 drainage pond and ditch facilities located within the Offsite Drainage and Access Easement area must be maintained in a vegetated condition with permanent live ground cover, which may include shrubbery and/or trees, so long as they do not obstruct the flow and percolation of storm drainage; however, there shall be no man-made impediments to runoff flow installed without the written permission of the Spokane County Engineer. The Grantor(s), the *Morningside Heights 3<sup>rd</sup> Addition Homeowners Association,* and/or their successors in interest shall be held responsible for keeping open and maintaining the surface path of natural or man-made drainage flow over and across the Offsite Drainage and Access Easement area. Offsite Drainage and Access Easement maintenance responsibilities shall include, but is not limited to mowing, irrigating, keeping the area free of debris, keep open and clean related stormwater pipes and/or structures, ditches, drainage ponds, replacement of drainage facilities as needed, removing and disposing of the soil, grass sod and ditch material located in drainage facilities situated within easements at such time Spokane County deems necessary, and replacing the soil and grass sod. Offsite Drainage and Access Easement maintenance responsibilities shall also include, but is not limited to, maintenance of the access road

R. E. Excise Tax Exempt  
Date 3-3 2004  
Spokane County Treas.  
By M Olson



integrity with respect to the access road width, cross-sectional depth of material and composition of material as has been accepted by Spokane County during the road and drainage document review process for this project.

The Grantor(s), the *Morningside Heights 3rd 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 3rd 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 3rd 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 3rd Addition Homeowners Association*, and/or their successors in interest.

The Grantor(s), the *Morningside Heights 3rd 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

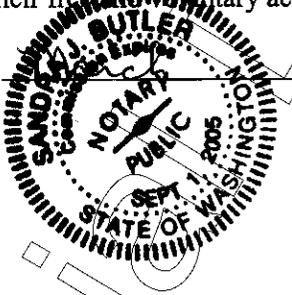
By: [Signature]  
Ruth L. Jarvis

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, 2004.

By: [Signature]  
Richard T. Dahm

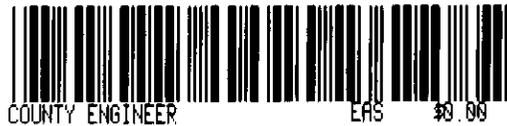
STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) ss

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, 2005.



[Signature]  
NOTARY PUBLIC  
In and for the State of WA,  
residing at Spokane  
My appointment expires  
9/01/05



**Storm Drainage Easement**

Commencing at the Northeast corner of Tract "E" also known as the Northeast corner of Lot 12, Block 1, a 1 foot strip, deeded to Spokane County, Washington as per the final plat of WINDSOR RIDGE SECOND ADDITION recorded in Book 29 of Plats, pages 18 and 19 in the West 1/2 of Section 30, T.25N., R.45E., W.M., Spokane County, Washington; thence S.03°50'18"E., along the East line of said Lot 12, Block 1, 47.01 feet to the POINT OF BEGINNING and the beginning of a curve to the right the radius of which bears S.03°50'18"E., a distance of 2004.00 feet; thence along said curve to the right, through a central angle of 04°26'17", an arc distance of 155.23 feet to the beginning of a reverse curve the radius of which bears N.00°35'59"E., a distance of 40.00 feet; thence along said reverse curve, through a central angle of 84°23'29", an arc distance of 58.92 feet; thence N.06°12'30"E., 14.87 feet; thence N.84°32'43"W., 96.73 feet; thence N.21°08'37"W., 20.64 feet; thence N.42°15'28"E., 62.33 feet; thence N.67°09'17"W., 536.05 feet; thence N.47°26'31"W., 116.26 feet; thence N.55°46'21"W., 110.58 feet; N.69°06'16"W., 121.89 feet to the most northerly corner of Lot 1, Block 2 of future Morningside Heights 3<sup>rd</sup> Addition; thence N.70°01'37"W., 38.00 feet; thence N.19°58'23"E., 38.33 feet; thence S.69°06'16"E., 161.90 feet; thence S.52°25'41"E., 120.37 feet; thence S.47°26'31"E., 113.17 feet; thence S.67°09'17"E., 541.41 feet; thence N.42°15'28"E., 43.01 feet; thence S.73°04'31"E., 192.62 feet; thence S.12°15'50"E., 22.59 feet; thence S.48°32'51"W., 97.84 feet; thence N.84°32'43"W., 85.04 feet; thence S.06°12'30"W., 12.14 feet to the beginning of a curve to the right the radius of which bears N.83°47'30"W., a distance of 60.00 feet; thence along said curve to the right, through a central angle of 84°23'29", an arc distance of 88.37 feet to the beginning of a reverse curve the radius of which bears N.00°35'59"E., a distance of 1984.00 feet; thence along said reverse curve, through a central angle of 04°26'17", an arc distance of 153.68 feet to the East line of said Lot 12, Block 1; thence N.03°50'18"W., along said East line, 20.00 feet to the Point of Beginning.

Unofficial Draft

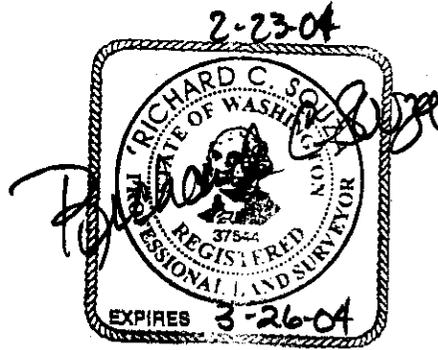


Exhibit "A"

