SPOKANE COUNTY DIVISION OF ENGINEERING
Spokane County, Washington
TEMPORARY TURNAROUND AND DRAINAGE EASEMENT

IN THE MATTER OF Chapman Road

KNOW ALL MEN BY THESE PRESENTS, that the Grantor(s) S and B Investments, L. L. C., a
Washington Limited Co. and Richard B. & Ruth L. Jarvis, husband & wife d/b/a Jay Investments,

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, an Easement over, upon, and across the temporary turnaround, legally described as follows:

AFFECTS ASSESSORS PARCEL NO(S): 55302.9018 and 55303.9005

A temporary turnaround easement over a portion of the Northeast quarter of the Southwest quarter and the Southeast quarter of the Northwest quarter of Section 30, T.25 N., R.45 E., W.M., in Spokane County, Washington, described as follows:

Beginning at the northwest corner of said Northeast Quarter of the Southwest quarter; thence S.89°37'33"E. along the East-West centerline of said Section 30 a distance of 64.09 feet to the TRUE POINT OF BEGINNING; thence N.45°45'05"W. a distance of 88.26 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 120.00 feet (from which a radial line of said curve bears N.45°45'05"W.); thence northeastly along said curve through a central angle of 6°47'33" an arc distance of 132.89 feet; thence S.52°32'58"E. a distance of 120.00 feet to the beginning of a non-tangent curve concave to the northwest having a radius of 1240.00 feet (from which a radial line of said curve bears N.52°32'58"W.); thence southwesterly along said curve through a central angle of 6°47'33" an arc distance of 147.12 feet; thence N.45°45'05"W., a distance of 31.74 feet to the TRUE POINT OF BEGINNING of this legal description;

The easement granted to Spokane County and its authorized agents is for the purpose of allowing natural drainage and/or runoff over and across the above described lands. The Grantor(s) hereby agree not to obstruct, artificially collect or discharge the flow across or adjacent to the above described lands. The Grantor(s) agree that Spokane County accepts no responsibility for maintaining the drainage Easement. The easement grants to Spokane County and its authorized agents the right of ingress and egress to, over, and from said Easement for the purpose of inspection and emergency maintenance of drainage facilities.

The easement contained herein grants to Spokane County and its authorized agents, a Temporary Turnaround Easement over and across the above described lands. The Grantor(s) agree that Spokane County accepts no responsibility for maintaining the Turnaround Easement.

The Grantor(s) hereby accepts complete and total responsibility for the construction and perpetual maintenance for the facilities located within this drainage easement per plans on file in the office of the Spokane County Engineer.

This easement will terminate at such time the described areas are platted. At that time, the property subject to the easement described herein shall revert to Grantor(s) free and clear of any claim by Spokane County and its assigns to the continued right to use property subject to the easement.

The Grantor(s) hereby releases 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 of property arising out of or in any way incident to or attributable to the storm drainage within the easement.

The easement described hereinabove is to and shall run with the land. No modification of the boundaries of said easement can be made without prior approval of Spokane County.
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 27th day of February, 1996.

By: [Signature] Joseph J. Jarvis, Manager

STATE OF WASHINGTON
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that Joseph J. Jarvis, Susan T. Jarvis, and

Jay M. Jarvis,

(he/she/they) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) (was/were) authorized to execute the instrument and acknowledged it as the Managers of S and B Investments, L. L. C., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 27th day of February, 1996

By: [Signature] Sandra J. Hacking

Notary Public
In and for the State of Washington residing at Spokane. 
My appointment expires 8-1-96.

IN WITNESS WHEREOF, we have hereunto set our hand(s) and seal(s) this 26th day of February, 1996.

By: [Signature] Richard B. Jarvis

STATE OF WASHINGTON
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that Richard B. and Ruth L. Jarvis,

(he/she/they) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) (was/were) authorized to execute the instrument, and acknowledged it as their free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 26th day of February, 1996.

By: [Signature] Sandra J. Hacking

Notary Public
In and for the State of Washington, residing at Spokane.
My appointment expires 8-1-96.
IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 20th day of March, 1996.

FOR OBLIGATION TO CONSTRUCT
DAHM DEVELOPMENT, INC.

By: 
Richard T. Dahm, President

STATE OF WASHINGTON
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that

Richard T. Dahm

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the President of Dahn Development, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 20th day of March, 1996.

Sandra J. Butler
Notary Public
State of Washington
My appointment expires 9-1-97

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 20th day of March, 1996.

FOR OBLIGATION TO MAINTAIN
VIEWMONT AT MORNINGSIDE HOMEOWNERS ASSOCIATION

By: 
Richard T. Dahm, President

STATE OF WASHINGTON
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that

Richard T. Dahm

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument, on oath stated that (he/she/they) was/were authorized to execute the instrument and acknowledged it as the Authorized Agent of Viewmont at Morningside Homeowners Assoc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 20th day of March, 1996.