

Parcel No. 55303.9005
 Sumner Lane No. 2507
 P 1724 A

MAR 22 11 51 AM '00

SPOKANE COUNTY ENGINEERING DEPARTMENT
 Spokane County, Washington

DRAINAGE EASEMENT

The Grantor(s) Bruce B. Butler and Judith A. Butler, husband and wife; Mary Ann Wilharm,
as her sole and separate property; S & B Investments, L. L. C., a Washington Limited

Company; and Richard B. and Ruth L. Jarvis, husband & wife, d/b/a Jay Investment Company,
of the County of Spokane, State of Washington, for and in consideration of Mutual
Benefits, the receipt of which is hereby acknowledged, grants
to Spokane County and The Viewmont at Morningside Homeowners Association
of the County of Spokane, State of Washington,, an Easement over, under, and across
the following described real property situated in the County of Spokane, State of
Washington:

**Drainage Easement Along
 the East side of
 Viewmont at Morningside**

R.E. Excise Tax Exempt

Date: 3-22 19 96

Spokane County Treasurer

By: [Signature]

A portion of the Northeast Quarter of the Southwest Quarter of Section 30, T.25 N., R.45 E.,
 W.M. in Spokane County, Washington, described as follows:

Commencing at the Northwest Corner of said Northeast Quarter of the Southwest
 Quarter; thence S.00°37'25"W. along the west line of said Northwest Quarter of the
 southwest Quarter a distance of 642.22 feet to the TRUE POINT OF BEGINNING;
 thence continuing S.00°37'25"W. along said west line a distance of 202.00 feet; thence
 S.89°38'26"E., a distance of 130.00 feet; thence N.00°37'25"E. a distance of 202.00 feet;
 thence N.89°38'26"W. a distance of 130.00 feet to the True Point of Beginning.

The Grantor/Grantee will construct the drainage facilities in conformance with the
 approved plans on file in the County Engineers Office.

This EASEMENT grants to Dahn Development, Inc. & Viewmont at Morningside Homeowners Assoc.
 the right of ingress and egress to, over, and from said EASEMENT for the purpose of
 constructing, inspecting, and maintaining the drainage ways and facilities in
 conformance with the approved plan.

The Viewmont at Morningside Homeowners Association
 or their successors in interest shall maintain the drainage facilities in
 conformance with the approved plans on file in the Engineers Office.

Maintenance financing of the drainage facilities shall be in a manner determined
 by Viewmont at Morningside Homeowners Association
 or their successors in interest.

Should Viewmont at Morningside Homeowners Association
 be terminated for any reason, the successors in interest shall be the individual
 lot owners, or their successors in interest, who are members of
 the Viewmont at Morningside Homeowners Association
 at the time of said termination.

In the event such private drainage facilities are improved to Spokane County
 standards, and the County is willing to accept the dedication of such drainage
 facilities, each lot owner shall execute any documents necessary to accomplish such
 dedication.

Spokane County is hereby granted the right of ingress and egress to, over, and from
 the above described property.

Whenever Viewmont at Morningside Homeowners Association or their successors in interest fail to maintain the drainage facilities in conformance with the approved Drainage Plan, a notice will be given to Viewmont at Morningside Homeowners Association or their successors in interest by the County. If not corrected after ten (10) days, the County has the right to correct the maintenance failure or have it corrected at the expense of Viewmont at Morningside Homeowners Association or their successors in interest.

Spokane County does not accept the responsibility of maintaining the drainage course on private lots within drainage easements or floodplain areas, nor the responsibility for any drainage whatsoever, including but not limited to inverse condemnation to any properties due to deficient construction and/or maintenance of drainage courses in drainage easements on private property.

This Easement will terminate at such a time the described area is platted.

IN WITNESS WHEREOF, We have hereunto set our hand(s) and seal(s) this 27th day of February 1996.

Bruce B. Butler
Bruce B. Butler

Mary Ann Wilharm
Mary Ann Wilharm

Judith A. Butler
Judith A. Butler

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

On this day personally appeared before me Bruce B. and Judith A. Butler

personally known to me to be the individual(s) who executed the forgoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said individual(s), for the uses and purposes therein mentioned.

Given under my hand and seal this 27th day of February, 1996.



Mary Chapman
Notary Public
in and for the State of Washington,
residing at Spokane.
Appointment Expires 2/11/98

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

I certify that I know or have satisfactory evidence that Mary Ann Wilharm

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that she signed this instrument, and acknowledged it as her free and voluntary act, for the uses and purposes mentioned in the instrument.

Dated this 23 day of March, 1996.



Robert J. Kama
Notary Public
In and for the State of Washington,
residing at Spokane.
My appointment expires 2/14/99.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 27th day of February, 1996.

By: [Signature]
Joseph T. Jarvis

By: [Signature]
Susan T. Jarvis

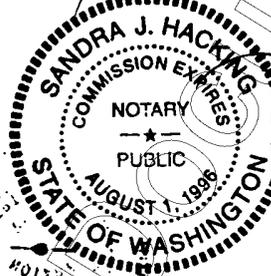
STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

BY: [Signature]
Jay M. Jarvis

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

(he/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 Managers of S & 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



[Signature]
Notary Public
In and for the State of Washington
residing at Spokane.
My appointment expires 8-1-98

IN WITNESS WHEREOF, we have hereunto set our our hand(s) and seal(s) this 20 day of FEB, 1998

By: [Signature]
Richard B. Jarvis

By: [Signature]
Ruth L. Jarvis

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

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

(he/are) the person(s) who appeared before me, and said person(s) 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 20th day of February, 1996



[Signature]
Notary Public
In and for the State of Washington,
residing at Spokane.
My appointment expires 8-1-98

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*
Richard T. Dahm, President

By: _____

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

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 Dahm 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 in & for
the State of Wa.
Residing @ Spokane
Appoint 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*

By: _____

STATE OF WASHINGTON)
COUNTY OF SPOKANE) ss

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 Asso. 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
In and for the State of Washington
residing at Spokane.
My appointment expires 9-1-97.