SPOKANE COUNTY ENGINEERING DEPARTMENT
Spokane County, Washington

DRAINAGE EASEMENT

The Grantor(s) Jay M. Jarvis and Meagan L. Jarvis, husband and wife and Richard T.

Dahm and Terri L. Dahm, husband and wife,
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:

A portion of the Southeast Quarter of Section 25, T.25 N., R.44 E., W.M., in Spokane County,
Washington described as follows:

Commencing at the East Quarter Corner of said Section 25; thence S.00°36'11"W., along the
East Line of said Section 25, a distance of 844.56 feet to the TRUE POINT OF BEGINNING;
thence continuing along said East Line S.00°36'11"W., a distance of 180.00 feet, thence
N.89°38'26"W., a distance 150.51 feet to the Easterly Right of Way of Chapman Road per Deed
recorded under Auditors Document No. 9312220496; thence N.12°50'39"E. along said Right of
Way, a distance of 184.36 feet: thence S.89°38'26"E., a distance of 111.42 feet to the TRUE
POINT OF BEGINNING.

The Grantor(s) will construct the drainage facilities in conformance with the
approved plans on file in the County Engineers Office.

This EASEMENT grants to Dahm Development, Inc. & Viewmont at Morningside Homeowners Asso.
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.

R.E. Excise Tax Exempt
Date: 3-22 96
Spokane County Treasurer

[Signature]
Whenever Viewmont at Morningside Homeowners Association or their successors in interest fail to maintain the drainage facilities in accordance 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 courses 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.

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

[Signatures]

Richard T. Dahm
Terri L. Dahm
Jay M. Jarvis
Meagan L. Jarvis

STATE OF WASHINGTON
COUNTY OF SPOKANE

On this day personally appeared before me Jay M. and Meagan L. Jarvis personally known to me to be the individual(s) who executed the foregoing 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.

[Seal]

SANDRA J. HAVINGhausen
Notary Public
For the State of Washington, residing at Spokane.

STATE OF WASHINGTON
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that Richard T. and Terri L. Dahm,

(he/she 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 2nd day of March 1996.

[Seal]

SANDRA J. HAVINGhausen
Notary Public
In and for the State of Washington, residing at Spokane.
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 CONSTRUCT
DAHM DEVELOPMENT, INC.

By: Richard T. Dahm, President

By: ____________________________

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 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 and for the State of Washington
Residing at Spokane
My appointment expires 9-1-97

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on this 25th day of
March, 1996.

FOR OBLIGATION TO MAINTAIN
VIEWMONT AT MORNSIDE HOMEOWNERS ASSOCIATION

By: Richard T. Dahm, President

By: ____________________________

STATE OF WASHINGTON
COUNTY OF SPOKANE

I certify that I know or have satisfactory evidence that

(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 25th 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.