



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

REFLECTION WATER ASS'N
ATTN: Dan Freas
37317 N SHEETS RD
ELK, WA 99009

RLCA
37708 N Sheets Road
Elk, WA 99009

(space above this line for Recorder's use)

DOCUMENT TITLE:	UTILITY EASEMENT AGREEMENT
GRANTOR:	REFLECTION LAKE COMMUNITY ASSOCIATION
GRANTEE:	REFLECTION WATER ASS'N
ABBREVIATED LEGAL:	20-29-44 PTN OF W1/2 OF W1/2 SD SEC LYG NLY & WLY OF REFLECTION LAKE 1ST ADD NW AND SW 1/4
PARCEL NUMBER(S)	49205.9075 & 49202.0602

UTILITY EASEMENT

This Utility Easement Agreement in Gross ("Easement Agreement") is made and entered into this 9 of October, 2025 (Effective October 15, 2025), by and between REFLECTION LAKE COMMUNITY ASSOCIATION, a Washington nonprofit corporation, which its principal place of business is located in Elk, Washington and operating under UBI Number 601 496 905, its successors and assigns (the "Grantor"), and REFLECTION WATER ASS'N, a Washington nonprofit corporation, operating under UBI Number 601 098 836 its successors and assigns (the "Grantee"). (Collectively, Grantor, Grantee, and their heirs, successors, and assigns are referred to herein as "**Parties**" or individually as "**Party**").

WITNESSETH:

WHEREAS, Grantor is the owner of a parcel of real property which is legally described on Exhibit "A" ("Grantor's Property");

R. E. Escrow Tax Exempt
Date 11/10 2025
Spokane County Treas.
By [Signature]

WHEREAS, Grantee currently uses portions of Grantor's common area for its water supply system (the "Water Facilities"). The Water Facilities are located approximately 220 feet south and 300 feet east from the west corner of section 20 in the easement area hereby granted is described in **Exhibit "B"** and illustrated in **Exhibit "C"** (the "Utility Easement"). The Water Facilities include a well cap, a natural spring, holding tanks, and a pumphouse, and pipe facilities which connect to water hookups serving households on the east side of the lake for which Grantee represents it has separate easement rights, as depicted on Exhibit C, and is surrounded by a buffer zone of approximately 200 feet (the "Buffer Zone"), also depicted on Exhibit C.

WHEREAS, the Parties desire to enter into this Easement Agreement to establish a non-exclusive easement recorded against Grantor's Property in the land records of Spokane County, Washington. This Easement Agreement is for the mutual benefit of Grantor and Grantee to provide access for ingress and egress and water utilities over, under, through, and across Grantor's Property; and

WHEREAS, the Parties also wish to define the improvement and maintenance obligations of the Parties related to the Utility Easement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits to be derived by the Parties hereto, the adequacy and sufficiency of which is hereby acknowledged by the Parties, it is agreed as follows:

1. Grant of Utility Easement. Grantor hereby grants and conveys to Grantee, its heirs, successors, and assigns for the benefit of Grantee's Property a perpetual, non-exclusive Utility Easement for the purpose of constructing, improving, repairing, and maintaining the Water Facilities on, over, under, and across Grantor's Property, and for the express purpose of Grantee's performance of services as a water provider to the real properties benefited by the Water Facilities. Said Utility Easement being more fully described in the attached **Exhibit B** and illustrated in the attached **Exhibit C**. Notwithstanding the foregoing, the Grantee shall have the right to secure certain portions of the Utility Easement area from public access to preserve and protect its water supply facilities including but not limited to the pump house and spring.
 - a. The Water Facilities are the property of the Grantee.
 - b. Grantee shall be permitted to access the Utility Easement area without notice to Grantor for the purposes of any routine repairs, maintenance, or updates of the Water Facilities which occur within the now existing pumphouse.
 - c. Grantee shall provide reasonable notice to Grantor prior to conducting any repairs, maintenance or updates of the Water Facilities outside of the now-existing pumphouse, or for any activity by Grantee, Grantee's employees, guests, agents, invitees, licensees, and representatives, in, under, or upon the Buffer Zone that surrounds the ; provided that said notice is provided not less than two (2) business days in advance; provided further that in the case of an emergency, said notice shall not be required, but Grantee shall cause notice to be delivered to Grantor in as timely a manner as possible under the circumstances.
 - d. Grantee shall not construct additional facilities on the Utility Easement area without the prior written consent of the Grantor.

- e. Nothing herein shall be construed to impose on Grantee an obligation to make any repairs, updates or improvements on water systems or pipes which are not located on Reflection Lake First Addition common areas or within the Utility Easement location. For the sake of clarity, the portions of any water systems (such as water pipes) located on a platted homeowner's property shall be that respective owner's responsibility to repair, maintain or update. Except where water system has existing easements through platted lots, they will remain.
2. Preservation of the Spring, Green belt, and Buffer Zone. Grantee shall use its best efforts to preserve the natural vegetation and the landscape that surrounds the Water Facilities.
3. Indemnification. Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party (the "Indemnified Party"), including its heirs, successors, assigns, and agents, from any and all claims, liability, losses, costs, charges, or expenses arising from or related to the Indemnifying Party's improvement of or use of the Utility Easement, including actions by its respective guests, agents, invitees, licensees, and representatives. Without limitation of the foregoing, this indemnification as made by Grantee expressly includes claims, liability, losses, costs, charges, or expenses arising from, related to, or in connection with Grantee's operation or use of the Water Facilities.
4. Binding Effect. This Easement Agreement shall be recorded in the official records of Spokane County, Washington, shall run with the land, and its benefits and obligations shall inure to and be binding on Grantor and Grantee's heirs, successors, administrators, executors and assigns.
5. Severability. If for any reason any provision of this Easement Agreement is determined by a tribunal of competent jurisdiction to be legally invalid or unenforceable, the validity of the remainder of the Easement Agreement will not be affected and such provision will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision will then be enforceable and enforced.
6. Modification. This Easement Agreement will only be modified upon mutual written agreement of all Parties or their heirs, successors, and assigns.
7. Notices. All notices, demands and requests required or desired to be given under this Easement Agreement must be in writing and will be deemed to have been given as of the date such writing is (i) delivered to the Party intended, or (ii) placed in the United States mail, postage prepaid. The initial addresses of the Parties are as set forth above. Upon at least ten (10) days' prior written notice to the other Party, each party may change its address to any other address within the United States of America.
8. Miscellaneous. In the event a Party commences an action related to this Easement Agreement, the prevailing Party in such action shall be entitled to recover its attorneys' fees and costs incurred therein, including any on appeal. This Easement Agreement shall be governed by the laws of the state of Washington. Any action related to this Easement Agreement shall be brought in Spokane County, and the Parties hereby waive the right to remove such matters to federal court or otherwise seek an alternate venue. This Easement Agreement may be executed in counterparts, all of which shall constitute one and the same Easement Agreement.

9. Construction. Wherever used in this Easement Agreement, unless the context provides otherwise, the singular form will include the plural, the plural will include the singular, and the use of any gender will include all genders. The section headings set forth in this Easement Agreement are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Easement Agreement or any section or provision hereof. The Parties agree that this Easement Agreement was negotiated with the assistance of counsel and the general principles of construction regarding inconsistency or ambiguity construed against the drafter shall not apply.
10. Waiver. Failure of any Party to insist upon the performance of any of the terms or conditions of this Easement Agreement or a Party's waiver of any breach of any of the terms or conditions of this Easement Agreement, shall not be construed as thereafter waiving such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearances or waivers had occurred.
11. Entire Agreement. This Easement Agreement constitutes the entire agreement between the Parties with respect to the Utility Easement. By executing this Easement Agreement, the Parties specifically intend that this Easement Agreement shall supersede all prior agreements and understandings between the Parties relating to the subject matter of this Easement Agreement. It is expressly agreed that there are no verbal understandings or other agreements which in any way change the terms, covenants and conditions set forth in this Easement Agreement. References to a Party will be deemed to refer to that Party's heirs, successors, and assigns.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the day and year first above written.

GRANTOR:

REFLECTION LAKE COMMUNITY
ASSOCIATION

By: Abram Cosby
Name: ~~XXXXXXXXXX~~
Title: R/LCA President
Date: 11/5/2025

GRANTEE:

REFLECTION WATER ASS'N

By: [Signature]
Name: Daniel Freas
Title: Pres.
Date: 10-21-25

Grantor:

STATE OF Washington)
) ss.
County of Spokane)

On this 5th day of Nov., 2025 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Abram Cosby as the Grantor for the REFLECTION LAKE COMMUNITY ASSOCIATION and said person acknowledged said instrument to be his/her free and voluntary act and deed on behalf of entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the REFLECTION LAKE COMMUNITY ASSOCIATION.

Witness my hand and official seal hereto affixed the day and year first above written.

Karl Hansen
Notary Public in and for the State of Washington, residing at Spokane
My Appointment Expires: 08-09-2028



Grantee:

STATE OF WASHINGTON)
) ss.
County of SPOKANE)

On this 21st day of OCTOBER, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DANIEL FREAS as the GRANTEE for the REFLECTION WATER ASS'N and said person acknowledged said instrument to be his/her free and voluntary act and deed on behalf of entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of the REFLECTION WATER ASS'N.

Witness my hand and official seal hereto affixed the day and year first above written.

Elyse Harvey
Notary Public in and for the State of WASHINGTON, residing at Spokane
My Appointment Expires: 6/28/28



EXHIBIT "A"

GRANTOR'S PROPERTY LEGAL DESCRIPTIONS

THE PLAT OF REFLECTION LAKE FIRST ADDITION WITHIN THE
E1/2, SEC. 19 AND W1/2 OF SEC. 20 T. 29N., R 44 E.W.M. AND
THAT PART OF THE NE ¼ OF SE1/4 OF SECT. 19, T.29N., R 44
E.W.M. LYING EAST OF THE MILAN-ELK ROAD NO. 15-25, ALL
IN SPOKANE COUNTY, WASHINGTON.

EXHIBIT "B"

Description of Easement Area

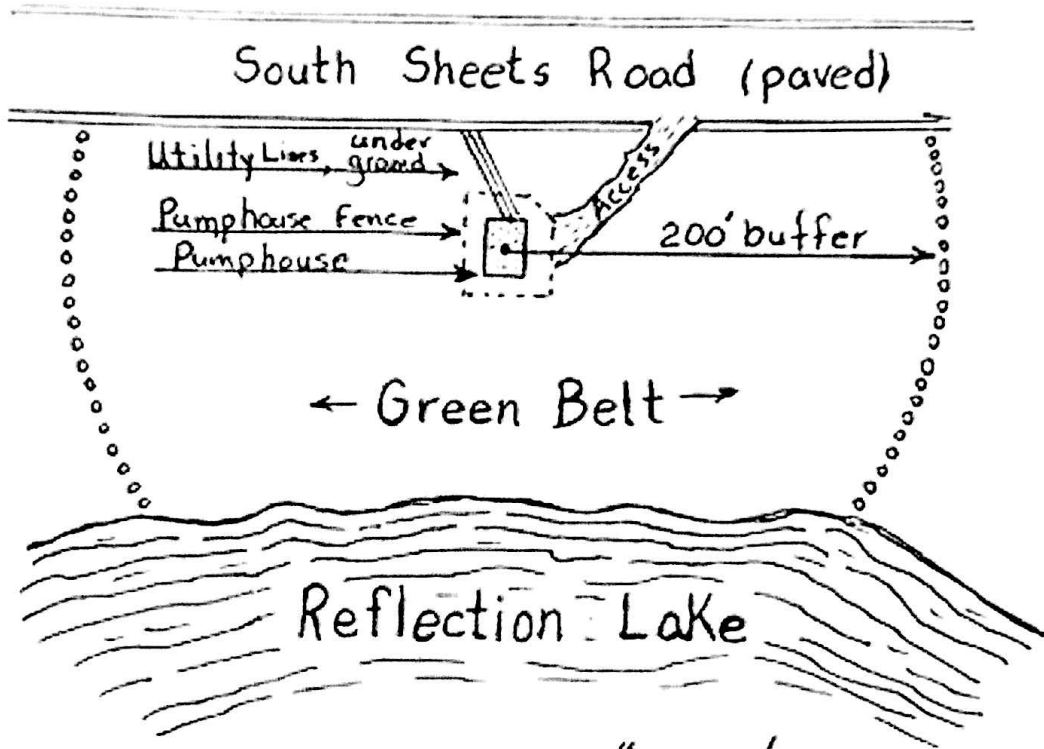
UTILITY EASEMENT LEGAL DESCRIPTION

THE PLAT OF REFLECTION LAKE FIRST ADDITION WITHIN THE E1/2, SEC.19 AND W1/2 OF SEC. 20 T. 29N., R 44 E.W.M. AND THAT PART OF THE NE ¼ OF SE ¼ OF SECT. 19, T.29N., R 44 E.W.M. LYING EAST OF THE MILAN-ELK ROAD NO. 15-25, ALL IN SPOKANE COUNTY, WASHINGTON.

THE EASEMENT FOR THE UTILITY, AS DESCRIBED PER THE LEGAL ABOVE, INCLUDES ALL PRIVATE ROADS AND THE **AREA IN EXHIBIT "C"**, FOR THE PUMPHOUSE IN THE GREENBELT AREA, WITHIN THE 200' BUFFER, AND EXCLUDES REFLECTION LAKE, AND PRIVATE LOTS IN BLOCK 8.

EXHIBIT "C"
Depiction of Easement Area

Block 8, Vacant-Lots



Scale: 1.5" = 100'

Pumphouse is 60' to Road, 90' to Lake