

DUPLICATE

**M E M O R A N D U M**

**To:** Diane Housden, SR/WA, Parks and Recreation

**From:** Stephen Wm Juntala, SR/WA, CRA 

**Subject:** Lloyd property "easement in gross"

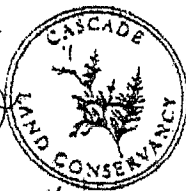
**Date:** 12/14/00

I have examined the aerial photo and read the easement language provided concerning access rights across the Lloyd property, which was subject to my review on October 18, 1999 of the appraisal, by Timothy Newman, MAI.

This easement document appears to grant an easement in gross or an easement, which is not attached to the land or appurtenant to any estate and thus does not run with the land. Consequently it cannot be transferred through the conveyance of title. The rights are limited to the grantee(s) personally for their life and are not transferable.

Based on this understanding, the continued use of this access road by other parties has no measurable impact on the underlying value of the Lloyd parcel. The value as reviewed remains reasonable and well supported.

Steve -  
Pl. review &  
print lang. &  
write cover for IAC  
letter RE: impact  
to value of land



-- Fax Transmission Cover Page --

Please Deliver To: ~~Antone~~ Dianne Housden

Organization: South City Parks

Telephone Number: \_\_\_\_\_

Fax Number: 425-377-9509

Date: 12/13/00

Message: The final road easement language  
I spoke up for - he expects to have these  
recorded this afternoon

LAUC

Number of Pages (including Cover): 8

Cascade Land Conservancy  
615 Second Avenue, Suite 525, Seattle, WA 98104  
Tel: (206) 292-5907 Fax: (206) 292-4765 [info@cascadeland.org](mailto:info@cascadeland.org) [www.cascadeland.org](http://www.cascadeland.org)

Thank you  
Merry  
Christmas  
/

Knappe & Knappe, Inc., P.S., Lawyers  
90 Avenue A  
Snohomish, WA 98290  
(360) 568-5597/7511

*Barlene  
plu Easements  
#1-6  
12.12.00*

EASEMENT

Reference #: LLOYD #1  
Grantor(s): DAVID JAMES LLOYD, JESSIE LLOYD AND HANNAH ELIZABETH LLOYD  
Grantee(s): JACOB J. TOMCO & CAROL SANDUSKY, as Custodians for Michael A. Tomco under the Washington Uniform Transfers to Minors Act  
Legal Description (abbreviated): Strip W. 1/4 NW 1/4 Sect. 32, T 27 N, R 6 E, W.M.  
Assessor's Tax Parcel ID: Per. of TL # 322706-2-002-0009

THIS EASEMENT is made this \_\_\_\_\_ day of December, 2000, between DAVID JAMES LLOYD, JESSIE LLOYD, and HANNAH ELIZABETH LLOYD, on behalf of themselves and their heirs, successors and assigns, collectively hereinafter referred to as "Grantor" and JACOB J. TOMCO & CAROL SANDUSKY, as Custodians for Michael A. Tomco under the Washington Uniform Transfers to Minors Act, hereinafter referred to as "Grantee".

For and in consideration of ten dollars (\$10.00) and other good and sufficient consideration, Grantor hereby conveys and grants to the Grantee a non-exclusive easement limited to ingress, egress, maintenance and repair of a private road generally consisting of a strip of land 15 feet in width over and across Grantor's property east of Paradise Lake Road, more fully and particularly described as follows:

SEE EXHIBIT A, attached hereto and incorporated herein by this reference

Situate in the County of Snohomish, State of Washington (hereinafter referred to as the "Private Road" or "road easement").

THIS EASEMENT is granted subject to and conditioned upon the following terms, conditions and covenants:

1. The Grantee shall at all times conduct its activities on the Private Road so as not to interfere with, obstruct or endanger the use of the property by Grantor, or to interfere with, obstruct or endanger the natural habitat of the property outside the Private Road. In particular, the water and habitat quality of Bear Creek and its adjacent wetlands shall not be endangered, degraded or otherwise adversely impacted by Grantee's exercise of its rights and obligations with respect to the Private Road.

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FILE COPY

2. Grantee, along with any other parties holding easements to the Private Road shall be responsible for the condition and mutual maintenance of the Private Road. Maintenance of the Private Road shall include, but not be limited to, the following:

- a) maintaining the condition of the road so that dirt and sediments do not wash into Bear Creek;
- b) keeping the culvert that lies beneath the road clear of debris so that Bear Creek flows freely through the culvert;
- c) repairing and/or replacing the road and/or culvert and preserve the free flow of Bear Creek should debris or high water flows damage the culvert and/or the road; and
- d) using alternative access during periods of high water that cover portions of the roadway.

3. Prior to any non-emergent maintenance activity by the Grantee on the Private Road, Grantee shall provide at least ten (10) days prior written notice to Grantor along with plans for the same. In the event of emergency, Grantee shall provide notice of any emergency maintenance, work, or other activity by the Grantee on the Private Road when reasonably practicable. Grantee shall return the Private Road to as good or better condition as the Private Road was in prior to Grantee's maintenance or other allowed activity thereon in a timely manner. Under no circumstance may Grantee pave or apply bituminous or other similar surface treatments posing the threat of pollution.

4. This Easement includes the authority to remove any obstructing brush, trees, or other vegetation on or immediately adjacent to the Private Road. If Grantee believes it is necessary to cut, trim or remove any brush, trees, or other vegetation on or immediately adjacent to the Private Road, Grantee must submit a request in writing to the Grantor prior to any action. Grantor shall determine what removal is permitted, who shall perform the removal, and will notify Grantee of its decision. Any removal of vegetation shall commence only after Grantor has provided written consent.

5. Grantee shall not place any new improvements or construct any obstructions on the Private Road, except as needed to perform the maintenance activities required under Section 2 of this Easement.

6. Grantee shall indemnify, defend and hold harmless the Grantor from and against any and all claims, lawsuits, penalties, losses or damages, including costs and reasonable attorneys' fees, brought against Grantor that may in any manner directly or indirectly arise out of Grantee's use under this Easement. The indemnification obligation undertaken by Grantee shall be inapplicable to the extent damages arise solely from the willful or negligent acts of Grantor.

7. The rights transferred by this Easement are solely for the benefit of the Grantee and its invitees for the life of the Grantee, and are not transferable by Grantee in whole or in part to other parties. It is understood that this Easement does not abut Grantee's property. The property to be served, owned by Grantees is described as follows:

SEE EXHIBIT B, attached hereto and incorporated herein by this reference

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8. Grantor and Grantee agree that the Private Road will not be designated for use by the public at large throughout the duration of this Easement unless otherwise negotiated with such agreement being reduced to a writing amending this Easement and recorded, or a court finds through condemnation proceedings that such public use is necessary.

9. Grantee acknowledges that the rights granted under this Easement are non-exclusive, and that Grantor may use the road easement for its needs and may grant easements to others for the same property described in Exhibit A.

10. If Grantee ceases to use or fails to maintain or otherwise abandons the Private Road or any part of the Private Road, Grantee's rights under this Easement shall terminate without prior notice.

11. In the use of this Easement Grantee shall comply with all applicable federal, state and local laws and regulations regarding this Easement.

Executed as of the date first-above written.

GRANTORS:

\_\_\_\_\_  
DAVID JAMES LLOYD

Dated: \_\_\_\_\_

\_\_\_\_\_  
HANNAH ELIZABETH LLOYD

Dated: \_\_\_\_\_

\_\_\_\_\_  
JESSIE LLOYD

Dated: \_\_\_\_\_

By: Hannah Elizabeth Lloyd, her  
Attorney-in-Fact under that  
certain Durable Power of  
Attorney, recorded at  
Snohomish County Auditor's  
File No. 9902220146

ACCEPTED BY:

\_\_\_\_\_  
JACOB J. TOMCO, GRANTEE

Dated: \_\_\_\_\_

\_\_\_\_\_  
CAROL SANDUSKY, Grantee

Dated: \_\_\_\_\_

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STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this day personally appeared before me DAVID JAMES LLOYD, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged ~~that he signed the same as his free~~ and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

NOTARY PUBLIC, in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this day personally appeared before me HANNAH ELIZABETH LLOYD, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

NOTARY PUBLIC, in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this day personally appeared before me JESSIE LLOYD, by and through her Attorney-in-Fact HANNAH ELIZABETH LLOYD under that certain Durable Power of Attorney recorded at Snohomish County Auditor's File No. 9902220146, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

NOTARY PUBLIC, in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EASEMENT - LLOYD/TOMCO/SANDUSKY - 4

STATE OF WASHINGTON )  
COUNTY OF SNOHOMISH ) ss.

On this day personally appeared before me JACOB J. TOMCO and CAROL SANDUSKY, Custodians for Michael A. Tomco under the Washington Uniform Transfers to Minors Act, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

NOTARY PUBLIC, in and for the  
State of Washington, residing  
at: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

EASEMENT - LLOYD/TOMCO/SANDUSKY - 5

EXHIBIT AINGRESS AND EGRESS EASEMENT

An easement for ingress and egress over and across a strip of land located in the West half of NW ¼ Sect. 32, Township 27 N., R. 6 E., W.M., said strip of land being of varying width, centered upon a centerline described as follows:

Commencing at the NW corner of said NW ¼ of Sect. 32; THENCE  $90^{\circ}02'21''$  W., along the W. line of said NW ¼, for a distance of 1329.50 feet to the TRUE POINT OF BEGINNING of this centerline description; THENCE  $N86^{\circ}47'00''$  E., leaving said W. line of the NW ¼, for a distance of 468.00 feet to a point of curvature; THENCE along a tangent curve to the left having a radius of 135.00 feet, through a central angle of  $22^{\circ}58'30''$ , for an arc distance of 54.13 feet; THENCE  $N63^{\circ}48'30''$  E. for a distance of 126.50 feet to a point of curvature; THENCE along a tangent curve to the left having a radius of 135.00 feet, through a central angle of  $42^{\circ}06'30''$ , for an arc distance of 99.22 feet; THENCE  $N21^{\circ}42'00''$  E. for a distance of 14.50 feet to a point of curvature; THENCE along a tangent curve to the right having a radius of 50.00 feet, through a central angle of  $90^{\circ}52'30''$ , for an arc distance of 79.30 feet; THENCE  $S67^{\circ}25'30''$  E. for a distance of 107.00 feet to a point of curvature; THENCE along a tangent curve to the left having a radius of 100.00 feet, through a central angle of  $53^{\circ}04'00''$ , for an arc distance of 92.62 feet; THENCE  $N59^{\circ}30'30''$  E. for a distance of 147.00 feet to a point of curvature; THENCE along a tangent curve to the right having a radius of 105.00 feet, through a central angle of  $79^{\circ}22'00''$ , for an arc distance of 145.45 feet; THENCE  $S41^{\circ}07'30''$  E. for a distance of 68.00 feet to a point of curvature; THENCE along a tangent curve to the left having a radius of 90.00 feet, through a central angle of  $45^{\circ}48'00''$ , for an arc distance of 39.97 feet; THENCE  $S86^{\circ}55'30''$  E. for a distance of 14.70 feet to a point on the East line of said West ½ of the NW ¼ of Sect. 32, said point being the terminus of this centerline description, said point also bearing  $S00^{\circ}05'21''$  W. a distance of 1157.38 feet from the NE corner of said West ½ of the NW ¼ of Sect. 32.

From the POINT OF BEGINNING to a point on the centerline bearing  $N86^{\circ}47'00''$  E. a distance of 60.00 feet from said POINT OF BEGINNING, the width of this easement is 40.00 feet, 20.00 feet on each side of the centerline. The remainder of the easement is 15.00 feet in width, 7.50 feet on each side of the centerline.

Sidelines of this easement shall be lengthened or shortened, as the case may be, to fit the confines of said subdivision and to provided a full 40.00 width for the West 60.00 feet thereof and a full 15.00 foot width for the remainder.

EXCEPTED from this easement is any portion thereof lying within Paradise Lake Road.

Situate in the County of Snohomish, State of Washington.



EXHIBIT B

(Lloyd Easement #1)

Commencing at the NE corner of the SE ¼ of the SW ¼ of Sect. 32, T. 27 N., R. 6 E., W.M.; THENCE South 89°47'41" W. along the Northerly line thereof 1171.18 feet to the POINT OF BEGINNING; THENCE South 89°47'41" West 30.02 feet; THENCE South 02°11'48" East 10 feet; THENCE curve to the left having a radius of 712.86 feet and consuming an angle of 15°58'17" 198.71 feet; THENCE on a curve to the left having a radius of 1898.38 feet and consuming an angle of 03°50'16" 127.16 feet to the South line of the North ¼ of the North ¼ of the SE ¼ of the SW ¼; THENCE North 89°56'00" East 32.35 feet; THENCE angling left 112°18'32" to become tangent to a curve; THENCE on a curve to the right having a radius of 1868.38 feet and consuming an angle of 04°12'27" 137.21 feet; THENCE on a curve to the right having a radius of 682.86 feet and consuming an angle of 15°58'17" 190.35 feet; THENCE North 2°11'48" West 8.95 feet to POINT OF BEGINNING.

Assessor's Tax Parcel Account No.: 322706-3-021-0004

Situate in the County of Snohomish, State of Washington.