

First American School of Real Estate

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First American Title™

Easing into Easements

Does Title Insurance Cover That?

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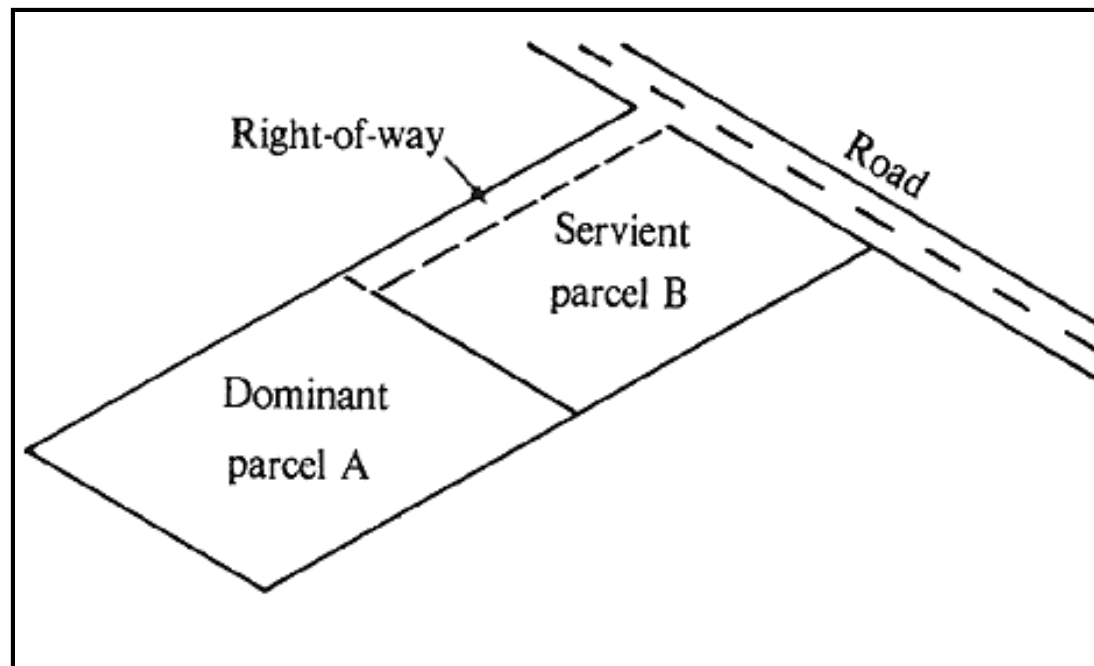
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Appurtenant Easement

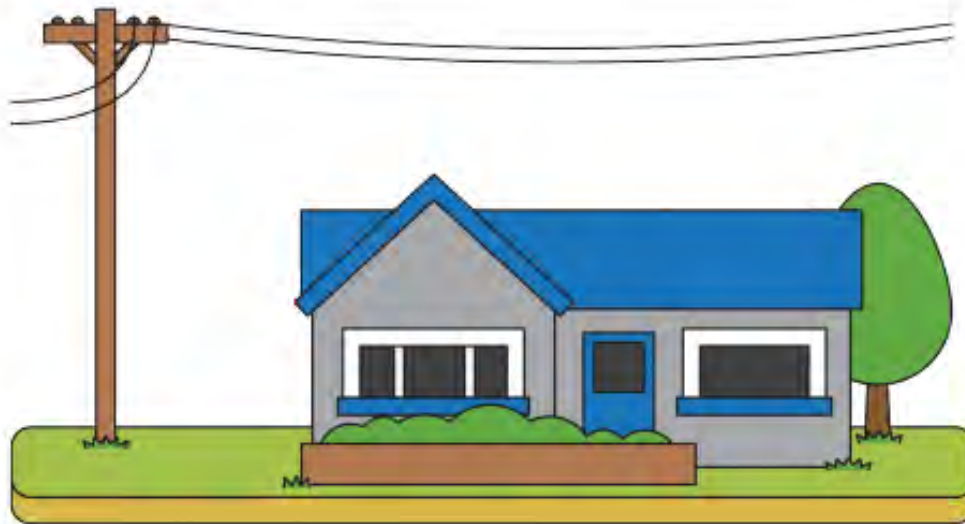
Easement encumbers land (servient tenement)
for the benefit of
other specific property (dominant tenement)



Easement in Gross

Easement does not benefit other land.
It benefits a person(s), business, or entity.

Example: Power lines or Public Right of Ways



Road Vacation

Easement in Gross → Real Property

CITY OF [REDACTED] ORDINANCE NO. 1062

An ordinance of the City of [REDACTED], Washington, vacating an alley and a portion of the Hallett St. right-of-way, both located in Hallett's First Addition to [REDACTED] pursuant to the petition method and providing for the effective date thereof.

WHEREAS, the City of [REDACTED], Washington, received a petition over two-thirds of the landowners of certain real property requesting that a certain portion of the above referenced right-of-ways be vacated; and

WHEREAS, in accordance with RCW 35.79, the City Council of the City of [REDACTED], by Resolution 516 approved July 17, 2018, set a public hearing to consider the petition; and

WHEREAS, in accordance with RCW 35.79, the City Council held a public hearing on August 21, 2018 at 6:30 p.m. after proper public notice thereof, in the City Council Chambers to take public testimony as it pertains to the requested vacation; and

WHEREAS, after receiving public testimony on the petition for vacation, the City Council approved a motion authorizing the vacation of said property; now therefore

THE CITY COUNCIL OF [REDACTED] DOES ORDAIN:


SECTION 1. The following described portion of the Hallett St. right-of-way and alley shall be vacated to the owners(s) of the adjacent property:

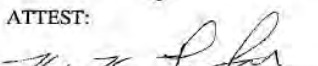
That portion of the Hallett St. right of way adjacent to Block 4 of Hallett's First Addition [REDACTED], WA and the alley located within Block 4 of Hallett's First Addition to [REDACTED], WA.

SECTION 2. Effective Date: This Ordinance shall be in full force and effect five (5) days from and after passage and publication.

INTRODUCED August 21, 2018.

PASSED this 18TH day of September 2018.


Mayor Shirley

ATTEST:

Karen, Finance Director

STATUTORY WARRANTY DEED

File No: 4251 [REDACTED]

Date: October 15, 2018

Grantor(s): Estate of Lorraine Ann [REDACTED], deceased

Grantee(s): Northwest [REDACTED]

Abbreviated Legal: LOTS 1-8 BLOCK 4 HALLETT'S FIRST ADD [REDACTED]

Additional Legal on page:

Assessor's Tax Parcel No(s): 14181.0 [REDACTED]

THE GRANTOR(S) Karen Kay [REDACTED], Personal Representative for the Estate of Lorraine Ann [REDACTED], deceased for and in consideration of Ten Dollars and other Good and Valuable Consideration, in hand paid, conveys, and warrants to Northwest [REDACTED] a Washington limited liability company, the following described real estate, situated in the County of [REDACTED] State of Washington.

LEGAL DESCRIPTION: Real property in the County of [REDACTED] State of Washington, described as follows:

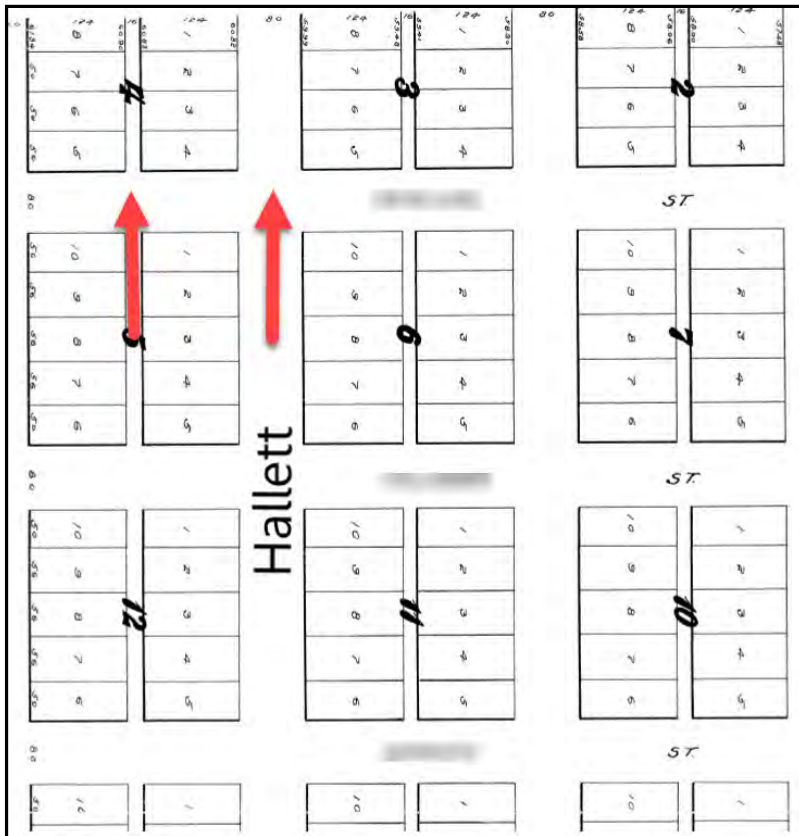
LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 BLOCK 4, HALLETT'S FIRST ADDITION [REDACTED]
[REDACTED] ACCORDING TO PLAT RECORDED IN VOLUME "A" OF PLATS, PAGE [REDACTED]
IN [REDACTED] WASHINGTON.

TOGETHER WITH THE VACATED ALLEY LYING WITHIN BLOCK 4; AND TOGETHER WITH THAT PORTION OF VACATED HALLETT STREET ADJACENT TO BLOCK 4 AS DISCLOSED BY CITY OF [REDACTED] ORDINANCE NO. 1062, RECORDED OCTOBER 31, 2018 UNDER AUDITOR'S FILE NO. 675 [REDACTED];

The legal description is then amended to include the vacated portion of the road.



Assessor & Aerial View



Grant of Easement

05/09/2019 02:33:57 PM
Recording Fee \$10.00
Easement Count

Return Address:

First American Title
Washington, DC 20001
1000 K Street, NW
Suite 1000
Washington, DC 20001



Reference No.:

Grantor:

Grantee:

Legal Description (abbrev.):

Assessor's Tax Parcel ID#:

Easement

This Easement Agreement is made and entered into as of the 8th day of May, 2019, by and between [redacted], LLC, a Washington limited liability company, hereinafter referred to as "Grantor," and [redacted], LLC, a Washington limited liability company, hereinafter referred to as "Grantee."

The Grantor is the legal owner of the following described parcel of property, which parcel is hereinafter referred to as the "Servient Estate":

The South Half of Lots 14 and 15, and all of Lot 16, Block 2, RICHLAND [redacted], according to plat thereof recorded in Volume [redacted] of Plats, page [redacted], records of [redacted] County, situate in the City of [redacted] County, State of Washington.

Grantee is the legal owner of the following described real property hereinafter referred to as the "Dominant Estate":

Lots 10, 11 and 17, Block 2, RICHLAND [redacted] according to the Plat thereof recorded in Volume [redacted] of Plats, page(s) [redacted], records of [redacted] County, Washington.

Page 1

Page 2 of 3 05/09/2019 02:33:57 PM

Grantor, as the owner of the Servient Estate, hereby grants and conveys to Grantee, as owner of the Dominant Estate, a perpetual exclusive easement for the installation and maintenance of a solar energy system comprised of solar panels located on the roof of the improvement (building) located on the Servient Estate together with all associated apparatus to generate and meter solar electricity and to enable the distribution of the solar electricity into the electrical grid of [redacted] Corporation.

The Easement being granted herein for solar energy purposes is for the sole benefit of the Dominant Estate and/or the legal owner(s) of the Dominant Estate.

Grantee covenants with Grantor that Grantee shall, at all times during the existence of this Easement, at its own cost and expense, be responsible for the improvement, repair and maintenance of the solar energy system located on the Servient Estate and Grantor shall have no liability for the improvement, repair and maintenance of the solar energy system. Grantor shall not be liable for any claims, damages, losses and damages that may arise from or in any way related to the use of the Easement Property for solar energy purposes or from the improvement, repair and maintenance of the solar energy system except as may be caused by a wrongful or negligent act or omission of Grantor or its agents. In addition, Grantee, its successors and assigns, shall indemnify and hold Grantor, its successors and assigns, harmless from and against any and all claims, losses and damages that may arise from or in any way related to the use of the Easement Property for solar energy purposes or from the improvement, repair and maintenance of the solar energy system except as may be caused by a wrongful or negligent act or omission of Grantee or its agents.

The Easement described herein shall run with the land and shall be binding upon the heirs, representatives, successors and assigns of the Grantor with respect to the burdened property (Servient Estate) and shall inure to the benefit of the Grantee and its heirs, representatives, successors and assigns with respect to the benefited property (Dominant Estate).

IN WITNESS WHEREOF, this Easement has been executed as of the day and year first above written.

Grantee:

[redacted] LLC, a Washington limited liability company

By: [redacted], Manager

By: [redacted], Manager

Grantor:

[redacted], LLC, a Washington limited liability company

By: [redacted], Managing Member

Page 2



Appurtenance & Reservation on Deed

Page: 2 of 3
04/21/95 08:14
Co. WA

STATUTORY WARRANTY DEED

THE GRANTOR, VADA R. [REDACTED], as Trustee under Testamentary Trust of WILLIAM L. [REDACTED], deceased, for and in consideration of TEN DOLLARS (\$10.00) and other valuable consideration, in hand paid, conveys and warrants to MICHAEL P. [REDACTED] and LESLEE K. [REDACTED], husband and wife, the following described real estate situated in the County of Spokane, State of Washington:

That portion of the Southwest Quarter of Section [REDACTED], Township [REDACTED] North, Range [REDACTED] East of the Willamette Meridian, more particularly described as follows:

COMMENCING at the Southwest corner of the Southwest Quarter; thence North 0°48'22" East along the West line of the Southwest Quarter 1541.28 ft. to the point of beginning;

Thence continuing North 0°48'22" East along the West line of the Southwest Quarter 473.93 feet to the South line of the BNR right of way; Thence South 46°47'55" East along said right of way line 1065.67 feet; Thence South 87°51'42" East along said right of way line 76.12 feet; Thence South 46°47'55" East along said right of way line 502.19 feet; Thence South 53°22'42" West 87.27 feet; Thence South 36°54'29" West 316.01 feet; Thence North 46°47'55" West 1324.93 feet to the Point of Beginning;

Also delineated as Parcel "A" of that certain survey recorded February 16, 1995 in Book [REDACTED] of Surveys, page 98, under County Auditor's File No. [REDACTED]

Together with and subject to easement for ingress and egress as shown on certain survey recorded February 16, 1995, in book [REDACTED] of Surveys, page 98, under Spokane County Auditor's File No. [REDACTED]

Situate in the County of Spokane, State of Washington.

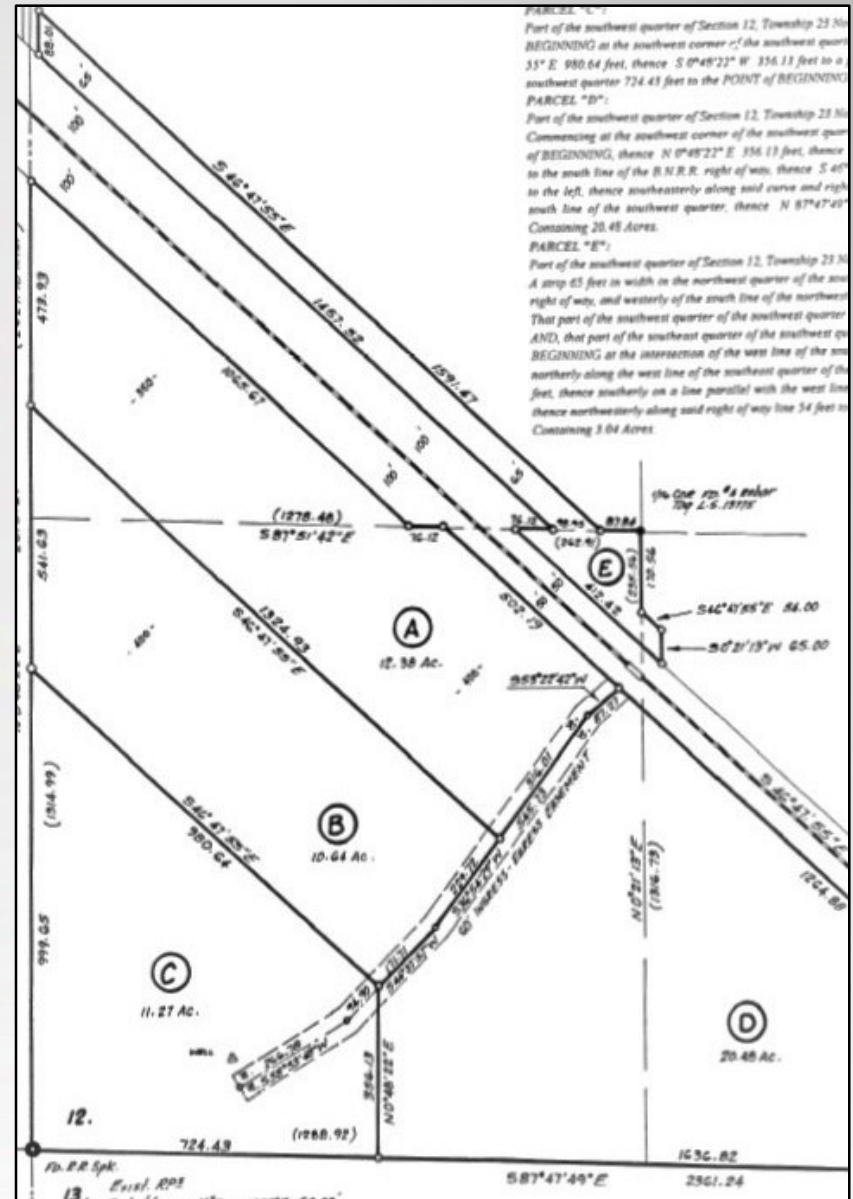
FURTHER SUBJECT TO:

1. 2nd half 1997 general property taxes.
2. Easement in favor of Inland Power and Light Company recorded as Auditor's File No. [REDACTED]
3. Agreement entered into March 7, 1995 recorded as Auditor's File No. [REDACTED]
4. Easement in favor of Inland Power and Light Company recorded as Auditor's File No. [REDACTED]
5. The existence of a powerpole and line on the southeast corner of the subject property.

DATED: April 18, [REDACTED]
TESTAMENTARY TRUST OF
WILLIAM L. [REDACTED], DECEASED
VADA R. HOBLIN, TRUSTEE

Excise Tax Paid on
Sale Amt. Pd. \$26.60
Spokane County Treas.
By 759 4/23

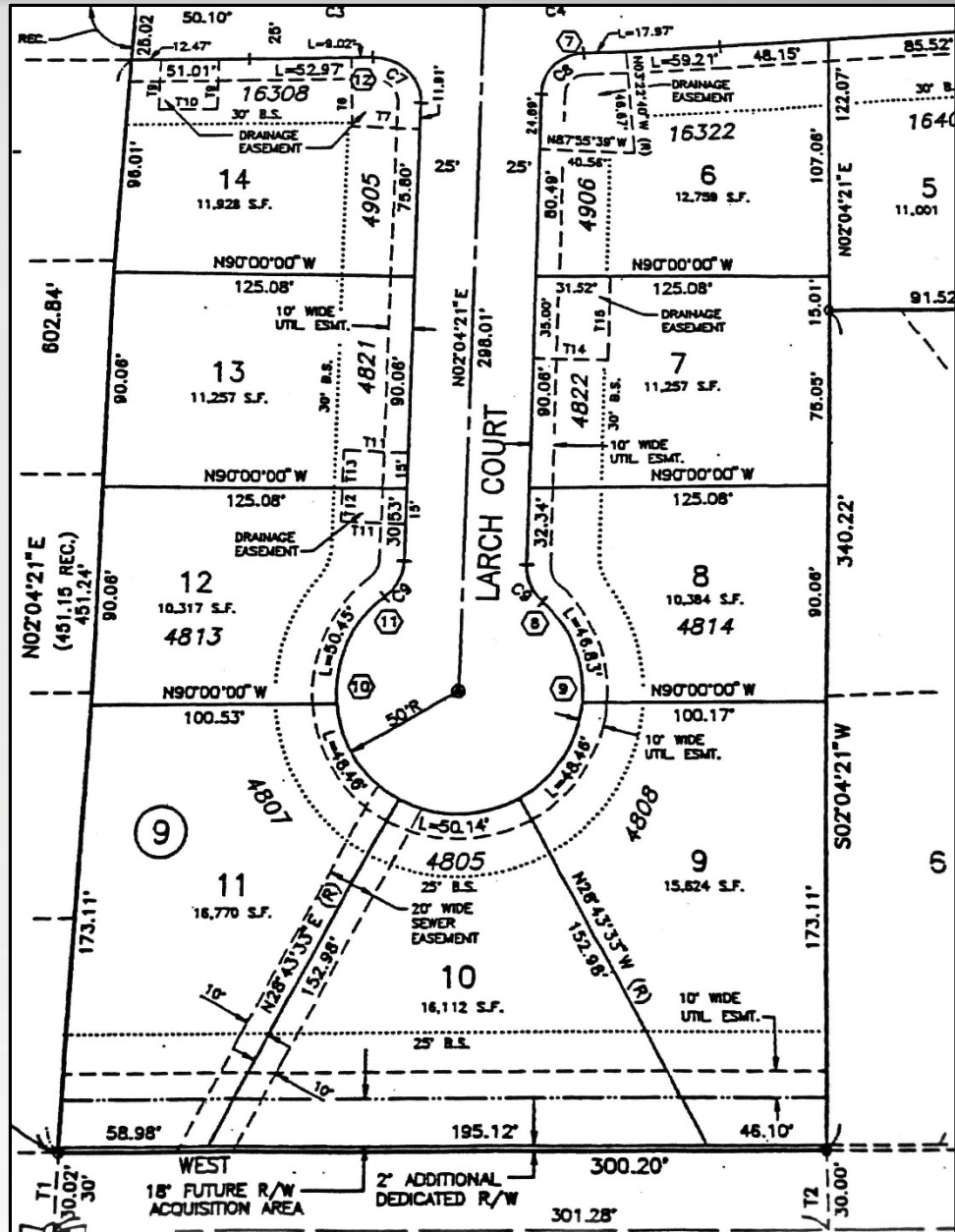
(continued for notary on next page)



Plat Dedication

Exception:

Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat First American Heights 2nd Addition recorded in Volume 21 of Plats, Page(s) 3-5.



Condemnation:

Local, state or federal government seizes property & compensates for its value

Easement of Necessity:

- Easement granted by a court when deemed absolutely necessary
- Example: Land locked property

Prescriptive Easement:

- Easement granted by a court upon another's property
- Acquired by continued use without permission of the owner for a legally defined period
- *Gains right of use NOT the property itself

Requirements to claim a prescriptive easement:

The person claiming the easement must use another person's land for a period of 10 years and show that:

- (1) he or she used the land in an 'open' and 'notorious' manner,
- (2) the use was 'continuous' or 'uninterrupted,'
- (3) the use occurred over 'a uniform route,'
- (4) the use was 'adverse' to the landowner, and
- (5) the use occurred 'with the knowledge of such owner at a time when he was able in law to assert and enforce his rights.'

Gamboa v. Clark, 183 Wn.2d 38, 43, 348 P.3d 1214 (2015)

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Termination by Merger

“Once an easement is extinguished by merger, it cannot come into existence again merely by severing the dominant and servient estates. For the easement to arise again, it must be created anew by express grant, by reservation, or by implication.”

- *Luippold v. DAG Real Estate*: 18 LCR 315 (2010)

“When an easement has been extinguished by unity, the easement does not come into existence again merely by severance of the united estates. ... Upon severance, a new easement authorizing a use corresponding to the use authorized by the extinguished easement may arise. If it does arise, however, it does so because it was newly created at the time of the severance.”

- *Radovich v. Nuzhat*: 104 Wn. App. 800; 16 P.3d 687 (2001)

Vacation

Statutory process where public right of ways may be vacated with each abutting owner typically receiving the property adjacent to theirs to the centerline of the right of way.

Court Order or Judgment

Quiet title action where the court will enter an order terminating an easement agreement

COMPARE FIRST AMERICAN TITLE'S EAGLE OWNER'S POLICY		EAGLE/ALTA Homeowners Policy	ALTA Standard Policy
PROTECTION FROM:			
1	Someone else owns an interest in your title	✓	✓
2	A document is not properly signed	✓	✓
3	Forgery, fraud, duress in the chain of title	✓	✓
4	Defective recording of any document	✓	✓
5	There are restrictive covenants	✓	✓
6	There is a lien on your title because there is:		
a)	a deed of trust	✓	✓
b)	a judgement, tax, or special assessment	✓	✓
c)	a charge by a homeowner's association	✓	✓
7	Title is unmarketable	✓	✓
8	Mechanics lien	✓	
9	Forced removal of a structure because it:		
a)	extends on another property and/or easement	✓	
b)	violates a restriction in Schedule B	✓	
c)	violates an existing zoning law*	✓	
10	Cannot use the land for a Single-Family Residence because the use viol		
	Schedule B or a zoning ordinance	✓	
11	Unrecorded lien by a homeowners association	✓	
12	Unrecorded easements	✓	
13	Building permit violations*	✓	
14	Active covenant violations	✓	
15	Policy not recorded	✓	
16	Policy not properly recorded	✓	
17	Policy not properly recorded in the public records	✓	
18	Policy not properly recorded in the public records	✓	
19	Map not consistent with legal description	✓	
20	Post-policy adverse possession	✓	
21	Post-policy prescriptive easement	✓	
22	Covenant violation resulting in your title reverting to a previous owner	✓	
23	Violation of building setback regulations	✓	
24	Discriminatory covenants	✓	
OTHER BENEFITS:			
25	Pays rent for substitute land or facilities	✓	
26	Rights under unrecorded leases	✓	
27	Plain language statements of policy coverage and restrictions	✓	
28	Compliance with Subdivision Map Act	✓	
29	Coverage for boundary wall or fence encroachment*	✓	
30	Added ownership coverage leads to enhanced marketability	✓	
31	Insurance coverage for a lifetime	✓	
32	Post-policy inflation coverage with automatic increase in value up to 150% over five years	✓	
33	Post-policy Living Trust coverage	✓	

* Deductible and maximum limit apply. Not available to investors on 1- to 4-unit residential properties. Coverage may vary based on an individual policy.

Access & /s.

Insurance Coverage

Standard Policy –

No right of access to and from the land

Homeowner's Policy –

You do not have actual vehicular and pedestrian access to and from the Land, based upon a legal right



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As with any insurance contract, the following exclusions represent the coverage afforded by the First American policy and may vary depending on the policy and conditions to coverage that apply or "trigger" the coverage afforded by the policy. Also, some coverage may not be available in a particular state or jurisdiction due to legal, regulatory, or underwriting considerations. There is no First American representation or warranty for the information. The services described above are subject to local laws. The services are subject to the policies of your transaction and the location of the property involved.

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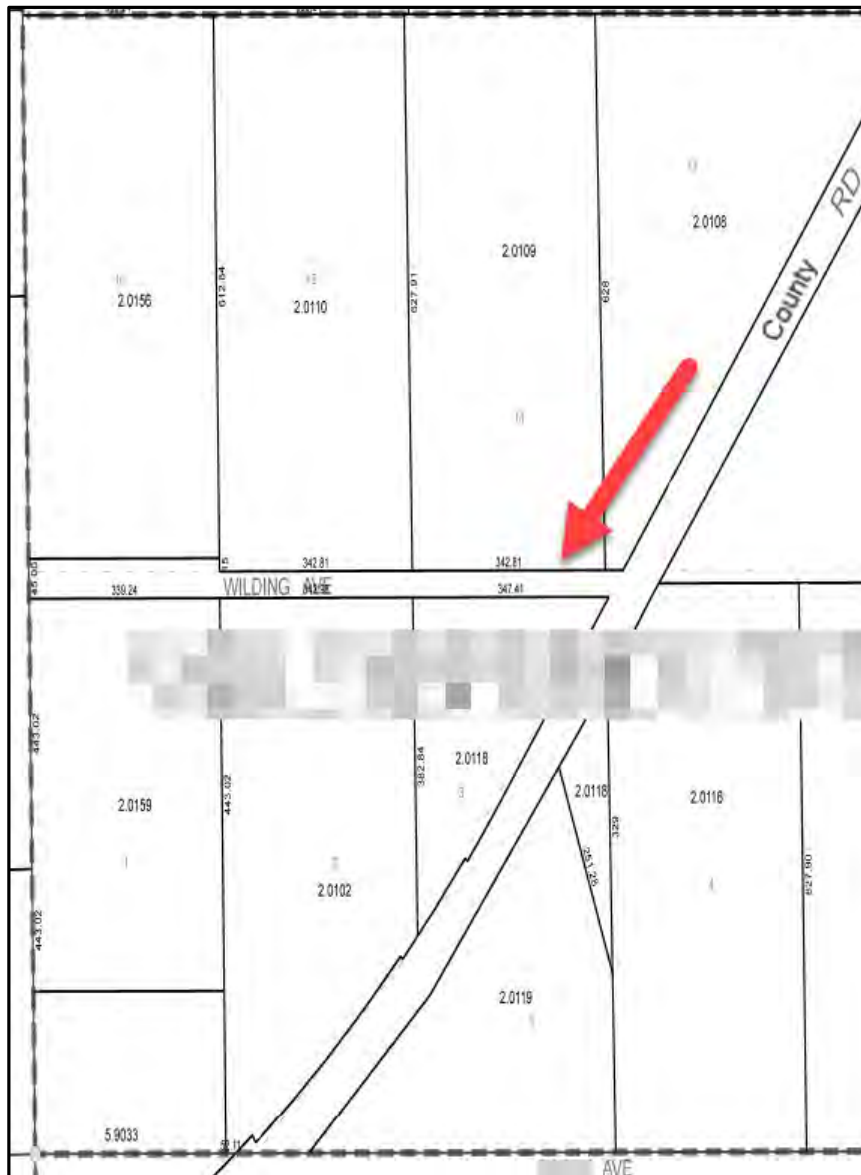
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Access – Homeowner's vs. Standard



Potential Easement Claims:

Existing liens – Servient tenement (burdened parcel) has liens (mortgage, deed of trust, real estate contract, etc.) when easement is executed. Easement may be extinguished in cases of foreclosure

Grantor has no interest – person executing easement (that was relied upon to insure) had no interest in the burdened parcel

Merger – Dominant and servient parcel have common ownership, easement was not recreated upon divestment

Easement isn't benefiting the subject property – easement benefits another parcel owned by the insured, but not the insured property

Example: Parcel 1 owned by insured has appurtenant easement. Insured acquires Parcel 2 and uses same easement without a legal right. Servient parcel owner could object

Easement contains gaps or doesn't connect to a public road

Exclusivity – Easement created for exclusive use of a dominant parcel. Later granted use to another by either dominant or servient tenement, but not both. All parties must participate