

609369 PGS:13 EASE

07/19/2017 11:27 AM \$85.00 JEFFERSON TITLE CO INC
Jefferson County WA Auditor's Office - Rose Ann Carroll, Auditor



RETURN ADDRESS:

Celine Santiago
412 State Street, Unit B
Sumner, WA 98390

EXHIBIT V

NO REAL ESTATE
EXCISE TAX REQUIRED
JEFFERSON COUNTY TREASURER

BY: 

830058

COVER SHEET

Document Title(s):

Easement for Ingress and Egress

Reference Number(s) of Documents Released:

Grantor:

TERESA A. NOMURA, Successor Trustee of the Nomura Family Trust under
Declaration of Trust dated May 28, 1998, pursuant to the Will of Louise Miyeko Takeda
Nomura

Grantee:

COSLER, CANDICE SUE, a single woman

Legal Description: (abbreviated) *i.e.*, Lot, block, plat or section, township, range:

Portion of the SE 1/4 3-30-1W

Assessor's Property Tax Parcel/Account Number(s):

001-034-001 ("Grantor Property")

001-034-003 ("Grantee Property")

EASEMENT FOR INGRESS AND EGRESS

This EASEMENT FOR INGRESS AND EGRESS AGREEMENT (the "Agreement") is made this 18th day of July, 2017, by and between TERESA A. NOMURA, Successor Trustee of the Nomura Family Trust under Declaration of Trust dated May 28, 1998, pursuant to the Will of Louise Miyeko Takeda Nomura ("Nomura Family Trust") and CANDICE SUE COSLER, a single woman ("Cosler").

WHEREAS, the Nomura Family Trust and Cosler own adjacent properties;

WHEREAS, there is an existing gravel drive connected to a concrete block driveway located on the Nomura Property; and

WHEREAS, the Nomura Family Trust intends to sell its property to a third party and the parties desire to clarify the rights surrounding the drive and driveway;

For and in consideration of the mutual promises and covenants contained herein, the parties agree and stipulate as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference.
2. **Parties in Ownership.**
 - A. Tax Parcel No. 001-034-001. The Nomura Family Trust owns real property commonly known as tax parcel no. 001-034-001 and legally described as follows:

See **Exhibit A**, attached and incorporated herein by this reference.

("Nomura Property").
 - B. Tax Parcel No. 001-034-003. Cosler owns real property commonly known as tax parcel no. 001-034-003 and legally described as follows:

See **Exhibit B**, attached and incorporated herein by this reference.

("Cosler Property").
3. **Grant of Easement.** The Nomura Family Trust, as Grantor, does hereby grant, declare, convey and establish a perpetual non-exclusive easement over, across, along, in, upon that portion of real property, depicted in **Exhibit C** and legally described below, to Cosler, as Grantee (the "Easement"):

The existing gravel drive and concrete block driveway lying North of Haines Street as shown on survey recorded 12/03/2015 under afn 595940, records of Jefferson County Washington.

Thence continuing in a northwesterly direction to the East boundary of the Cosler Property as described in **Exhibit B**.

Said Easement burdens the Nomura Property and benefits the Cosler Property.

- A. **Purpose of Easement.** Grantor hereby establishes the Easement for the purposes of ingress and egress.
 - B. **Driveway Use.** The use shall be for pedestrian and motor vehicle use.
 - C. **Parking:** There is presently a parking space marked by concrete blocks (two tread marks) on the Nomura Property. This parking space may be used by Grantee as long as Candice Cosler holds sole title to the Cosler Property and said use shall expire upon the transfer of ownership of the Cosler Property.
 - D. **No Blocking.** Each property owner, including their guests, shall not block the other property owners' access to his or her property.
 - E. **Maintenance/Repair/Replacement.** Grantee agrees to maintain the Easement in good condition and repair, with no deterioration to the Easement. Any maintenance, repair, or replacement work shall be performed in a manner that shall restore the Easement to its present condition unless both the Grantor and Grantee agree in writing to the scope of the maintenance, repair, or replacement. The costs of the maintenance, repair, or replacement shall be paid by Grantee.
 - F. **Reservation of Rights.** Grantor reserves the right to re-locate the concrete block driveway to accommodate future development on Grantor's property at a future date, with written notice to Grantee and at Grantor's cost. If Grantor exercises this right, Grantee and Grantor shall work in good faith to be in agreement about any future amendment that provides for the adequate use of both properties. The future amendment shall be recorded with a new legal description for the Easement.
4. **Conveyance Running with the Land.** The Easement is perpetual, non-exclusive, intended as a covenant running with the land, and shall be binding on and inure to the benefit of the owners of the Nomura Property and Cosler Property, and their respective heirs, successors and assigns, unless the Easement is amended in writing by the owners of the Nomura Property and Cosler Property, and recorded with the appropriate authorities.
5. **Dispute Resolution.** All disputes arising out of this Agreement are subject to mediation/ arbitration.
- A. **Mediation.** For disputes subject to mediation / arbitration that are not resolved by the parties within thirty (30) days after a party gives notice to the others of its desire to mediate the dispute, the parties shall submit the question to mediation before a mutually-selected mediator, which mediation shall be confidential, undertaken in good faith by the parties,

but non-binding. The parties shall share the costs of the fees of the mediator equally. Mediation shall be held within forty-five (45) days after the party requests mediation in writing of the other. In the event the parties cannot agree upon a mediator, the Presiding Judge of the Superior Court for Jefferson County, Washington shall appoint the mediator.

- B. Arbitration. In the event the parties are unable to resolve their dispute via mediation, as provided in section 5(A), all unresolved matters shall be fully and finally resolved by binding arbitration as follows:
- (i) The arbitrator shall be a mutually-selected arbitrator. In the event the parties cannot agree upon an arbitrator, the presiding Judge of the Superior Court for Jefferson County, Washington shall select the arbitrator;
 - (ii) The arbitrator's costs and fees shall be paid equally by the parties;
 - (iii) The arbitrator shall enter a discovery order, which order shall allow each party reasonable discovery regarding all matters at issue in accordance with Washington State Superior Court rules 26 through 37;
 - (iv) Arbitration shall be conducted in the offices of the arbitrator, at a mutually convenient time, no later than forty-five (45) days following the conclusion of the mediation. The arbitrator may issue subpoenas for attendance in accordance with RCW 7.04.110;
 - (v) The decision of the arbitrator shall be final, binding and enforceable in accordance with RCW 7.04, and;
 - (vi) The prevailing party shall be entitled to recover from the other its actual reasonable attorney fees incurred therein and costs of arbitration, except as provided in section 5(B)(ii).

6. Attorney Fees and Costs. In the event of any dispute regarding the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover his/her/its reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the undersigned have executed this Agreement the day and year written above.

[SIGNATURES ON FOLLOWING PAGE]

GRANTOR:

NOMURA FAMILY TRUST UNDER
DECLARATION OF TRUST DATED
MAY 28, 1998, PURSUANT TO THE
WILL OF LOUISE MIYEKO TAKEDA
NOMURA

Teresa A. Nomura, Successor Trustee
Teresa A. Nomura, Successor Trustee

GRANTEE:


Candice Sue Cosler

GRANTOR:

NOMURA FAMILY TRUST UNDER
DECLARATION OF TRUST DATED
MAY 28, 1998, PURSUANT TO THE
WILL OF LOUISE MIYEKO TAKEDA
NOMURA

Teresa A. Nomura, Successor Trustee

GRANTEE:


Candice Sue Cosler

STATE OF WASHINGTON)
) : ss.
 COUNTY OF Jefferson)

On this 18th day of July, 2017, personally appeared before me CANDICE SUE COSLER, single woman, to me known to be the individual described herein and who executed the within and foregoing instrument, and acknowledged to me 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 18th day of July, 2017.



Danielle E. Ferrero
 NOTARY PUBLIC in and for the
 State of Washington, residing
 at Port Townsend.
 My commission expires: May 18, 2020

STATE OF WASHINGTON)
) : ss.
 COUNTY OF _____)

On this _____ day of _____, 2017, personally appeared before me TERESA A. NOMURA, to me known to be the Successor Trustee of the NOMURA FAMILY TRUST UNDER DECLARATION OF TRUST DATED MAY 28, 1998, PURSUANT TO THE WILL OF LOUISE MIYEKO TAKEDA NOMURA, the Washington trust that executed the within and foregoing instrument, and acknowledged the same instrument to be the free and voluntary act and deed of said trust, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

GIVEN under my hand and official seal this _____ day of _____, 2017.

(SEAL/STAMP)

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

EXHIBIT A
Legal Description of Nomura Property

TRACT 1:

A TRACT OF LAND IN THE SOUTHEAST $\frac{1}{4}$ SECTION 3, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH SIDE OF DISCOVERY ROAD 25 FEET WEST AND 30 FEET, MORE OR LESS, SOUTH OF THE $\frac{1}{4}$ CORNER ON LINE BETWEEN SECTIONS 2 AND 3, IN SAID TOWNSHIP AND RANGE; THENCE SOUTH, PARALLEL TO SAID SECTION LINE, AND 25 FEET DISTANCE THEREFROM, 908.3 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SO-CALLED O.C. HASTINGS 120 ACRE TRACT, WHICH IS 1,688.5 FEET NORTH, AND 25 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 3; THENCE WEST, ALONG NORTH LINE OF SAID O.C. HASTING'S TRACT, 390 FEET, TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING WEST, ALONG THE NORTH LINE OF SAID O.C. HASTING'S TRACT 165 FEET, MORE OR LESS, TO THE EAST LINE OF A TRACT FORMERLY OWNED BY JAMES DALGARDNO; THENCE NORTH, ALONG THE EAST LINE OF SAID DALGARDNO TRACT, 111.3 FEET, MORE OR LESS, TO THE NORTHEAST CORNER THEREOF; THENCE WEST, ALONG NORTH LINE OF SAID DALGARDNO TRACT, 347.82 FEET, TO THE EAST BOUNDARY OF DISCOVERY ROAD; THENCE NORTHERLY AND EASTERLY ALONG THE SOUTHEASTERLY BOUNDARY OF SAID DISCOVERY ROAD, 441 FEET, MORE OR LESS, TO A ONE INCH IRON PIPE AND AN EXISTING FENCE; THENCE TURNING AN ANGLE AND RUNNING SOUTHEASTERLY ALONG SAID EXISTING FENCE, 398 FEET, MORE OR LESS, TO AN IRON PIPE; THENCE SOUTH AND RUNNING PARALLEL TO SAN JUAN AVENUE, 323 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

EXCEPT THE RUTH SHORT PLAT, AS PER PLAT RECORDED IN VOLUME 1 OF SHORT PLATS, PAGE 109, RECORDS OF JEFFERSON COUNTY, WASHINGTON.

TRACT 2:

A TRACT OF LAND IN THE SOUTHEAST $\frac{1}{4}$ SECTION 3, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M. DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH SIDE OF THE DISCOVERY ROAD 25 FEET WEST AND 30 FEET, MORE OR LESS, SOUTH OF THE $\frac{1}{4}$ CORNER ON LINE BETWEEN SECTIONS 2 AND 3, IN SAID TOWNSHIP AND RANGE; THENCE SOUTH PARALLEL TO SAID SECTION LINE, AND 25 FEET DISTANCE THEREFROM, 908.3 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE SO-CALLED O.C. HASTINGS 120 ACRE TRACT, WHICH IS 1,688.5 FEET NORTH AND 25 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 3 AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE WEST, ALONG THE NORTH LINE OF SAID O.C. HASTINGS TRACT,
390 FEET;

THENCE NORTH, PARALLEL TO SAN JUAN AVENUE, 323 FEET;

THENCE EAST PARALLEL TO THE NORTH LINE OF SAID O.C. HASTINGS
TRACT TO THE WEST LINE OF SAN JUAN AVENUE IN THE CITY OF PORT
TOWNSEND, TO AN IRON PIPE;

THENCE SOUTH ALONG THE WEST LINE OF SAID SAN JUAN AVENUE 323
FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING;

Tax Parcel No. 001-034-001

Unofficial Copy

EXHIBIT B
Legal Description of Cosler Property

THAT PORTION OF TAX NO. 2 IN SECTION 3, TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M: DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT 1430 FEET NORTH AND 580 FEET WEST OF THE CORNER COMMON TO SECTION 2, 3, 10 AND 11 IN TOWNSHIP 30 NORTH, RANGE 1 WEST, W.M., WHICH POINT IS ON THE WEST LINE OF SYLVESTRIA STREET IN THE O.C. HASTINGS ADDITION TO THE CITY OF PORT TOWNSEND; THENCE RUNNING NORTH 100 FEET; THENCE WEST 27.8 FEET; THENCE NORTH 57 FEET; TO THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE NORTH 9 FEET, THENCE EAST 27.8 FEET, THENCE NORTH 203.8 FEET; THENCE WEST 142 FEET; THENCE SOUTH TO A POINT DUE WEST OF THE INITIAL POINT; THENCE EAST 114.2 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Tax Parcel No: 001-034-003

EXHIBIT C

**Portion of survey recorded 12/03/2015 under afn 595940,
records of Jefferson County Washington.
(Attached)**

Unofficial Copy

