

Thurston County Treasurer

Real Estate Excise Tax Paid None

By June Olson Deputy

Return Address:

EASEMENT AGREEMENT

Grantor	Pearsall Resources, LLC
Grantee	Evergreen Heights, LLC
Legal Description (abbreviated)	Ptn NW1/4SW1/4 32-18-2W
Assessor's Tax Parcel ID No.	12832420500
Reference Nos. of Related Documents	

THIS EASEMENT AGREEMENT is made as of the 6th day of June, 2024, by and between Evergreen Heights, LLC, a Washington limited liability company ("Evergreen") and Pearsall Resources, LLC, a Washington limited liability company ("Pearsall").

RECITALS

A. Evergreen has entered into an agreement to purchase the real property located in Thurston County, Washington legally described on Exhibit A attached hereto and by this reference incorporated herein (the "Evergreen Property").

B. Pearsall is the current owner in fee of the real property located in Thurston County, Washington legally described on Exhibit B attached hereto and by this reference incorporated herein (the "Pearsall Property").

C. Evergreen and Pearsall have also entered into an agreement for the purchase of the Pearsall Property by Evergreen, which may or may not come to fruition.

D. The Evergreen Property is expected to be developed for residential purposes.

E. As part of the development of the Evergreen Property, Evergreen may construct and install a water line meeting the requirements of the City of Tumwater sand

sufficient to provide municipal water to the Evergreen Property as developed (the “Water Line”).

F. A portion of the Water Line will be constructed and installed in the unopened right-of-way for 54th Ave. SW, which unopened portion may not extend to the east property line of the Evergreen Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement.

1.1 **Waterline Easement.** Subject to the provisions hereof, Pearsall hereby grants to Evergreen and its successors in interest to the Evergreen Property a non-exclusive perpetual easement (the “Permanent Easement”) across, along, in, upon, and under the south twenty-five (25) feet of the Pearsall Property lying west of the west terminus of the unopened right-of-way for 54th Ave. SW for installing, constructing, operating, inspecting, maintaining, repairing, altering, modifying, removing, replacing, updating (to present and future technological standards), and using the Water Line and related connections and underground appurtenances and facilities (including but not limited to pipes, valves, manholes, and associated components); provided, however, that such easement area shall also include such additional area extending from the eastern end of the Permanent Easement area (as described) to the extent necessary to align that portion of the Water Line which may have to be located on the Pearsall Property with the portion of the Water Line to be located on the unopened right-of-way for 54th Ave. SW.

1.2 **Temporary Construction Easement.** Subject to the provisions hereof, Pearsall hereby grants to Evergreen and its successors in interest to the Evergreen Property a non-exclusive temporary construction easement (the “Temporary Construction Easement”) twenty-five (25) feet in width across, along, in, upon and under the Pearsall Property adjacent to the northern boundary of the unopened right-of-way for 54th Ave. SW for purposes necessarily and reasonably related to the construction and installation of the Water Line. The Temporary Construction Easement shall terminate on acceptance of the dedication of the Water Line by the City of Tumwater.

2. **Dedication.** The parties acknowledge that Evergreen, its successors and assigns may convey and/or dedicate the Water Line and the Permanent Easement, or any part thereof, to the City of Tumwater. Pearsall consents to such conveyance and/or dedication. Pearsall agrees to execute and acknowledge any and all documents reasonably requested to effect such conveyance and/or dedication and appoints Evergreen, its successors and assigns, as Pearsall’s attorney-in-fact for Pearsall and in Pearsall’s name, place and stead to execute any and all documents on behalf of Pearsall relating to such conveyance and/or dedication. Such power of attorney is expressly limited to such purposes.

3. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. The easements granted above shall run with the land, and shall be appurtenant to and benefit the Evergreen Property and burden the Pearsall Property. The rights and obligations set forth herein shall not be extinguished by nonuse or abandonment, or by transfer of any interest in the affected properties; provided, however, that this Agreement shall terminate if Evergreen abandons its plans to purchase the Evergreen Property and does not close on the purchase of the Evergreen Property.

4. **Pearsall Property Description.** The parties acknowledge that ownership of that portion of the right-of-way vacated per Thurston County Commissioners' Resolution 5871 lying between the western boundary of the Pearsall Property (as described in Exhibit A) and the East line of the Evergreen Property is as yet undetermined. If it is determined that Pearsall owns such vacated right-of-way, the legal description of the Pearsall Property shall be amended to include the same and shall be a part of the Pearsall Property for all purposes of this Agreement. If it is determined that Pearsall does not own such vacated right-of-way, the legal description of the Pearsall Property shall be only that that property described on Exhibit A attached hereto. If this Agreement terminates, Evergreen agrees to quit claim to Pearsall any interest it may have in the portion of the vacated right-of-way described above.

5. **Captions.** The captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

6. **Attorneys' Fees.** In the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms, covenants, agreements and/or conditions of this Agreement, it is understood and agreed that the substantially prevailing party in such litigation shall be entitled to be reimbursed by the substantially non-prevailing party for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees (including appellate fees) and court costs.

7. **Amendment.** This Agreement may not be modified or amended without the prior written approval of both Evergreen and Pearsall, and all of their successors in interest to any portion of the Evergreen Property or Pearsall Property benefitted or burdened by the easement, rights and obligations set forth herein.

8. **Severability.** If any clause, sentence, or other portion of the terms, conditions, covenants and restrictions of this Agreement becomes illegal, null or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

9. **Enforcement.** In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedies of specific

performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction.

IN WITNESS WHEREOF, this Easement Agreement is executed as of the date first shown above.

Pearsall Resources, LLC

Pearsall Resources LLC
By: Virginia Pearsall
Its: Manager

Evergreen Heights, LLC


Robbie
By: Robbie
Its: Manager

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day before me personally appeared Roy C. Rice, Jr., to me known to be the sole member of Evergreen Heights, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this 7 day of June, 2024.




Print Name: Tawnia Duvall
NOTARY PUBLIC in and for the State of
Washington, residing at Olympia
Commission expires: March 15, 2028

STATE OF WASHINGTON)
) ss.
County of Thurston)

On this day before me personally appeared Virginia Pearsall, to me known to be the _____ of Pearsall Resources, LLC, the limited liability company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this 7 day of June, 2024.





Print Name: Tawnia Duvall
NOTARY PUBLIC in and for the State of
Washington, residing at Olympia
Commission expires: March 15, 2028

EXHIBIT A
EVERGREEN PROPERTY

Thurston County Parcel No. 12832310700:

Parcel A of Boundary Line Adjustment No. BLA-04-111522-TC as recorded September 3, 2004 under Auditor's File No. 3671243.

Thurston County Parcel No. 12832310800:

Parcel C of Boundary Line Adjustment No. BLAD-02-0441-TC, as recorded July 30, 2002 under Auditor's File No. 3451146

In Thurston County, Washington.

EXHIBIT B
PEARSALL PROPERTY

All that portion of the Northwest quarter of the Southeast quarter of Section 32, Township 18 North, Range 2 West of the W.M., Thurston County, Washington, described as follows, to-wit:

Commencing at the Southwest corner of said Northwest quarter of the Southeast quarter; thence Easterly along the South line of said Northwest quarter of the Southeast quarter a distance of 20.0 feet to the Point of Beginning of the parcel to be described; thence Northerly along a line drawn parallel with the West line of said Northwest quarter of the Southeast quarter to a point of intersection with a line drawn parallel with and distant 815.0 feet Southerly of, as measured at right angles to, the North line of said Northwest quarter of the Southeast quarter; thence Easterly along said line parallel with said North line to a point of intersection with a line drawn parallel with and distant 50.0 feet Northwesterly of, as measured at right angles to, Burlington Northern Railroad Company's (formerly Northern Pacific Railway Company) hereinafter described Lakeview to Gate Branch Line Main Track centerline; thence Southwesterly along said line parallel with the Main Track centerline to a point on said South line of the Northwest quarter of the Southeast quarter; thence Westerly along said South line to the Point of Beginning.