

Return Address:

EASEMENT AGREEMENT

Grantor	Paul R. Matthews, Jr., Trustee Theresa J. Brandi, Trustee The Brandi-Matthews Living Trust
Grantee	Evergreen Heights, LLC, a Washington limited liability company
Legal Description (abbreviated)	Lot 4 SS-0392 Parcel A of BLA-04-111522-TC, AFN 3671243 Parcel C of BLAD-02-0441-TC, AFN3451146 Additional Legal on pages 6 and 7
Assessor's Tax Parcel ID No.	12832320205; 12832310700; 12832310800
Reference Nos. of Related Documents	

THIS EASEMENT AGREEMENT (the "Agreement") is made as of the 15th day of July, 2024, by and between Evergreen Heights, LLC, a Washington limited liability company ("Evergreen") and Paul R. Matthews, Jr., and Theresa J. Brandi, Trustees under The Brandi-Matthews Living Trust date May 9, 2019 ("Brandi-Matthews").

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. Brandi-Matthews 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 "Brandi-Matthews Property").

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

D. As part of the development of the Evergreen Property, the City of Tumwater will require that sewer be extended to the Evergreen Property.

E. As part of the sewer extension, Evergreen will be required to install a lift station, and Evergreen has identified the Brandi-Matthews Property as a location for the lift station that is acceptable to the City of Tumwater.

F. The parties desire to set forth their agreement regarding an easement for the lift station.

AGREEMENT

NOW, THEREFORE, for and in consideration of Evergreen's payment to Brandi-Matthews of the sum of One Thousand Dollars (\$1,000.00) concurrently with the parties' execution of this Easement Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easements.

1.1 Grant of Permanent Easement. Brandi-Matthews hereby grants to Evergreen and its successors in interest to the Evergreen Property an exclusive perpetual easement (the "Permanent Easement") fifty (50) feet in width and sixty (60) feet in length across, along, in, upon and under either the northeast or southeast corner of the Brandi-Matthews Property (the "Permanent Easement Area"), for the purpose of installing, constructing, operating, inspecting, maintaining, repairing, altering, modifying, removing, replacing, updating (to present and future technological standards), and using a lift station, sewer line and related connections and underground appurtenances and facilities (including but not limited to sewer pipes, valves, and manholes, and associated components) (collectively, the "Sewer Facilities"). The exact location and orientation of the Permanent Easement Area will be determined by Evergreen in consultation with the City of Tumwater. Brandi-Matthews authorizes Evergreen to execute and record a subsequent document confirming the final location and orientation of the Permanent Easement Area, and, upon request of Evergreen, agrees to execute an amendment to this Agreement to confirm such final location and orientation.

1.2 Addition to Permanent Easement Area. Brandi-Matthews agrees that, if required by the City of Tumwater, Evergreen may expand the Permanent Easement Area by up to an additional one thousand two hundred (1,200) square feet. Such expanded area shall be of such size and such configuration as required by the City of Tumwater. Brandi-Matthews authorizes Evergreen to execute and record a subsequent document confirming that such additional area is, for all purposes, part of the Permanent Easement Area, and agrees, upon request of Evergreen, to execute an amendment to this Agreement to confirm its grant of an easement to such additional area and confirming that such additional area is, for all purposes, part of the Permanent Easement Area. Evergreen agrees to pay to Brandi-Matthews, in addition to the sum set forth in Section 3 below, an amount equal to the actual square footage of the additional area multiplied by Eight and 33/100 Dollars (\$8.33).

1.3 Temporary Construction Easement. Subject to the provisions hereof, Brandi-Matthews hereby grants to Evergreen and its successors in interest to the Evergreen Property a non-exclusive temporary construction easement (the “Temporary Construction Easement”) across, along, in, upon and under the Brandi-Matthews Property for purposes necessarily and reasonably related to the construction and installation of the Sewer Facilities. The Temporary Construction Easement area shall be that part of the east one hundred sixty feet of the Brandi-Matthews Property lying outside of the Permanent Easement Area. The Temporary Construction Easement shall terminate on acceptance of the Sewer Facilities by the City of Tumwater. Evergreen shall not allow any mechanics, laborers, materialmen’s, or any other lien of any type or nature whatsoever to be placed against the Brandi-Matthews Property arising out of any activity of Evergreen, or its agents or employees in connection with its use of the Temporary Construction Easement. Evergreen will restore the surface of the Temporary Construction Easement to substantially the condition it was in prior to Evergreen’s entry onto such easement.

1.4 Access. The parties acknowledge that the City of Tumwater may require separate access to the Sewer Facilities across the Brandi-Matthews Property. Brandi-Matthews agrees to grant such access as required by the City of Tumwater. Evergreen agrees to pay to Brandi-Matthews, in addition to the sum set forth in Section 3 below, an amount equal to the actual square footage of the area required for such access multiplied by Eight and 33/100 Dollars (\$8.33).

2. No Latecomer Agreement. Evergreen agrees that no portion of the Brandi-Matthews Property shall be included in, or subject to, any latecomer or similar agreement pursuant to which Evergreen would seek, directly or indirectly, to recover a portion of its costs of extending sewer or constructing and installing the Sewer Facilities on the Brandi-Matthews Property.

3. Point of Connection. Concurrently with Evergreen’s construction and installation of the Sewer Facilities, Evergreen will provide a point of connection/stub for the Brandi-Matthews Property to be connected to City of Tumwater sewer. Evergreen shall not be responsible for completing the actual connection, extending any mains or pipes from the connection/stub to any residence on the Brandi-Matthews Property, or paying for such connection; provided, however, that Evergreen shall pay to Brandi-Matthews the sum of Twenty Thousand Dollars (\$20,000.00) within thirty (30) days after Evergreen has received a permit to construct and install the Sewer Facilities within the Easement Area.

4. Fence; Screening. Upon its completion of construction of the Sewer Facilities, Evergreen agrees to install a six-foot tall fence along the boundaries of the Permanent Easement, along with reasonable screening to shield the Sewer Facilities from view by the remainder of the Brandi-Matthews Property.

5. Effectiveness. The grant of easements set forth herein shall become effective upon Evergreen, its successors or assigns, acquiring title to the Evergreen Property.

6. **Dedication.** The parties acknowledge that Evergreen, its successors and assigns may convey and/or dedicate the Sewer Facilities and the Permanent Easement, or any part thereof, to the City of Tumwater. Brandi-Matthews consents to such conveyance and/or dedication. Brandi-Matthews 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 Brandi-Matthews's attorney-in-fact for Brandi-Matthews and in Brandi-Matthews's name, place, and stead to execute any and all documents on behalf of Brandi-Matthews relating to such conveyance and/or dedication. Such power of attorney is expressly limited to such purposes.

7. **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 Brandi-Matthews Property. The rights and obligations set forth herein shall not be extinguished by non-use or abandonment, or by transfer of any interest in the affected properties.

8. **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.

9. **Attorneys' Fees.** In the event it becomes necessary for either 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.

10. **Amendment.** This Agreement may not be modified or amended without the prior written approval of both Evergreen and Brandi-Matthews, or the successors in interest to any portion of the Evergreen Property or Brandi-Matthews Property benefitted or burdened by the respective easements, rights and obligations set forth herein, as the case may be.

11. **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.

12. **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 Agreement is executed as of the date first shown above.

BRANDI-MATTHEWS:

THE BRANDI-MATHEWS LIVING TRUST

Paul R. Mathews Jr., P.O.A.
Paul R. Mathews Jr., Trustee

Theresa J. Brandi, Trustee
Theresa J. Brandi, Trustee

EVERGREEN:

EVERGREEN HEIGHTS, LLC

Rob Rice
By: _____
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 15 day of July, 2024.



Tawnia S. Duvall
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 personally appeared before me Paul R. Mathews, Jr. to me known to be the individual described in and who executed the within and foregoing instrument as a trustee of The Brandi-Mathews Living Trust, 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 15 day of July, 2024.



Tawnia S. Duvall
Print Name: Tawnia S. 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 personally appeared before me Theresa J. Brandi to me known to be the individual described in and who executed the within and foregoing instrument as a trustee of The Brandi-Matthews Living Trust, 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 15 day of July, 2024.



Tawnia S. Duvall
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
BRANDI-MATTHEWS PROPERTY

Lot 4 of Short Subdivision No. SS-0392 as recorded November 29, 1976, under Thurston County Auditor's File No. 982774.

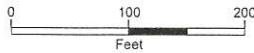
In Thurston County, Washington



Legend

Parcel Boundaries

Scale 1: 1,789



Map Created Using GeoData Public Website
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Note:



The information included on this map has been compiled by Thurston County staff from a variety of sources and is subject to change without notice. Additional elements may be present in reality that are not represented on the map. Ortho-photos and other data may not align. The boundaries depicted by these datasets are approximate. This document is not intended for use as a survey product. ALL DATA IS EXPRESSLY PROVIDED AS IS AND WITH ALL FAULTS. Thurston County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. In no event shall Thurston County be liable for direct, indirect, incidental, consequential, special, or tort damages of any kind, including, but not limited to, lost revenues or lost profits, real or anticipated, resulting from the use, misuse or reliance of the information contained on this map. If any portion of this map or disclaimer is missing or altered, Thurston County removes itself from all responsibility from the map and the data contained within. The burden for determining fitness for use lies entirely with the user and the user is solely responsible for understanding the accuracy limitation of the information contained in this map. Authorized for 3rd Party reproduction for personal use only.