

**Thurston County Treasurer**

Real Estate Excise Tax Paid none

By *Auzie Ikon* Deputy

Return Address:

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**EASEMENT AGREEMENT**

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

**THIS EASEMENT AGREEMENT** is made as of the 6<sup>th</sup> 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.** The Evergreen Property is expected to be developed for residential purposes.

**D.** As part of the development of the Evergreen Property, certain grading will be required adjacent to the Pearsall Property, which would be beneficial to the Pearsall Property if cuts and slopes could be extended onto the Pearsall 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 Slope and Grading Easement.** Subject to the provisions hereof, Pearsall hereby grants to Evergreen and its successors in interest to the Evergreen Property, a perpetual non-exclusive easement (the "Slope and Grading Easement") across, along, in, upon, and under the west twenty-five (25) feet and north twenty-five (25) feet of the west 137.89 feet of the Pearsall Property with the right to grade, construct, replace, remove, and maintain such soil materials as Evergreen may from time to time desire for slopes, cuts, and fills, in connection with the development of the Evergreen Property. Evergreen shall have the right to remove all trees and other vegetation within such easement area in furtherance of its use; provided that Evergreen shall re-seed the surface of the easement area promptly upon completion of any work within such area. The work shall be at Evergreen's sole cost and expense. Pearsall agrees that it will not erect or maintain any building or other structure within the Slope and Grading Easement area.

**1.2 Grade/Elevation Need not Match.** Evergreen will be constructing certain streets on the Evergreen Property which would likely be extended onto the Pearsall Property if the Pearsall Property is developed. Pearsall agrees to, consents to, and approves a difference in the grade/elevation of the streets to be constructed by Evergreen on the Evergreen Property and the grade/elevation of the Pearsall Property along the common boundary with the Evergreen Property and the Pearsall Property of up to twelve (12) feet.

**2. 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.

**3. 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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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**

Rob Kice  
By: Rob Kice  
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.



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 before me personally appeared Virginia, 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.



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

**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.