

After recording return document to:
City of Olympia
Attention: Legal Department
P.O. Box 1967
Olympia, WA 98507-1967

Document Title: ACCESS AND MAINTENANCE EASEMENT AGREEMENT
Grantor(s): KBJ INVESTMENTS LLC
Grantee(s): City of Olympia
Legal Description: SYLVESTER L 5 & 6 B 24
Assessor's Tax Parcel Number: 78502400500

1. **EASEMENT AGREEMENT.** In consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, this ACCESS AND MAINTENANCE EASEMENT AGREEMENT ("License") is entered into between KBJ INVESTMENTS, LLC ("Grantor") and the CITY OF OLYMPIA, a Washington municipal corporation ("Grantee"). Grantor and Grantee are each a "Party," and together are the "Parties" to this Agreement. The Parties agree as follows:

2. **PROPERTY.** Grantor owns the property legally described as Lot 5 and 6, Block 24, of Sylvester Plat of Olympia, as recorded in Volume 1 of Plats, page 14, records of Thurston County, Washington, Assessor's Tax Parcel Number 78502400500 (the "Property").

3. **GRANT OF EASEMENT.** Grantor grants to Grantee an easement over, under, upon, and across the Property as described in Exhibits "A" and "B" and depicted on Exhibit "C" (the "Easement Area") for the purpose of Grantee installing and maintaining a Solid Waste Compactor that will be used by Grantor and neighboring businesses. Grantee agrees that it shall develop, operate and use said easement such that none of Grantor's existing parking stalls are affected for parking use from 7:00 am to 6:00 pm, daily.

4. **RIGHTS OF GRANTEE.** Grantee (including Grantee's contractors, agents, permittees and assigns) is authorized to access, occupy and use the Easement Area and other area that may be necessary for constructing, installing and maintaining a Solid Waste Compactor. Construction related activities and improvements shall be limited to the public right-of-way and Easement Area. In the event that Grantor's property or any private improvements or any other

portion of Grantor's property are disturbed or damaged by Grantee, its contractors, agents, or permittees, Grantee shall, at its own expense and to the extent reasonably practicable, restore the impacted property or improvements to the same conditions that existed prior to the disturbance or damage. Grantor and Grantee recognize, understand and agree, that an electrical transformer may need to be placed underground within the easement area for the purposes of supplying power to the Grantee's Solid Waste Compactor.

5. RIGHTS AND OBLIGATION OF GRANTOR. Grantor shall use the Solid Waste Compactor for the disposal of all solid waste generated by Grantor's business. Grantor's fee for the use of the Solid Waste Compactor (paid to the City of Olympia) shall be equal to that of neighboring businesses. Grantor shall not have any obligation to pick up refuse, trash, waste or bags used in connection therewith, left near or in close proximity to Grantee's trash compactor, and to place same into the trash compactor. The responsibility for picking up trash or waste and placing same into the compactor is Grantee's sole responsibility.

6. TERM AND OBLIGATION ON TERMINATION. This Easement shall commence upon execution by Grantor and acceptance by Grantee, and continue until no longer needed by the Grantee. At such time as Grantor needs the Easement Area to expand or replace Grantor's building (e.g., reconstruct the existing building or replace the existing building), and gives twelve (12) months notice to Grantee, Grantee shall remove the Solid Waste Compactor from the Easement Area. The Grantee's obligation to remove the Solid Waste Compactor is contingent on the Grantor actually receiving a building permit for the reconstructed or new building. Grantor agrees to provide the Grantee with sufficient notice to allow the Grantee to enter into necessary contracts to have the Solid Waste Compactor removed and to complete the removal and make any necessary repairs on the Grantor's property caused by the removal. Grantor also acknowledges that the Solid Waste Compactor and its appurtenances and component parts shall remain, at all times, the property of Grantee and Grantor shall assert no ownership interest in same.

The notice provided to Grantee by the Grantor, must establish that the Grantor has submitted all necessary permit applications for modifying or replacing its building and shall provide a time frame in which the building modification or replacement will take place. The Parties may, but are not required to, agree that Grantor remove the Solid Waste Compactor as a part of Grantor's building project. Any such agreement shall be a separate, written agreement for such work, but the Grantor is under no obligation to enter into such agreement and the Grantee is responsible for removing the Solid Waste Compactor absent such agreement. Grantor shall provide for re-installation of a Solid Waste Compactor in accordance with this agreement in the design for modifying or replacing the building that is submitted with any permit applications. Grantee's access easement will continue in effect on the modified or new building site.

7. INDEMNIFICATION. Grantee shall indemnify and hold Grantor harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and

GRANTEE:

Accepted and Approved:
CITY OF OLYMPIA

Approved as to form:

By: _____
Steven R. Hall, City Manager



City Attorney

Date: _____

PROJECT NAME: PROJECT NO: 1572N SHARED COMPACTOR
OWNER AND PARCEL NUMBER: KBJ INVESTMENTS LLC
DATE: March 29, 2016

EXHIBIT "A"

PERMANENT EASEMENT FOR COMPACTOR

An easement for a compactor over and across a portion of Lot 6 of Sylvester Plat, recorded under Volume 1, Page 14, records of Thurston County, Washington, situated in the NE ¼ of the SW ¼ of Section 14, Township 18 North, Range 2 West, Willamette Meridian, said easement described as follows:

The North 18.00 feet of the West 40 feet of said Lot 5

Said dedication containing 720 square feet.



PROJECT NAME: PROJECT NO: 1572N SHARED COMPACTOR
OWNER AND PARCEL NUMBER: KBJ INVESTMENTS LLC
DATE: March 29, 2016

EXHIBIT "B"

ACCESS EASEMENT FOR COMPACTOR







An access easement for a compactor over and across a portion of Lots 5 and 6 of Sylvester Plat, recorded under Volume 1, Page 14, records of Thurston County, Washington, situated in the NE ¼ of the SW ¼ of Section 14, Township 18 North, Range 2 West, Willamette Meridian, said easement described as follows:

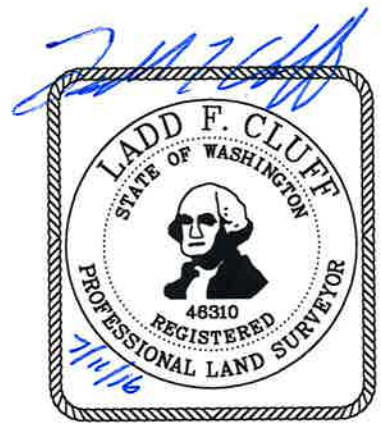
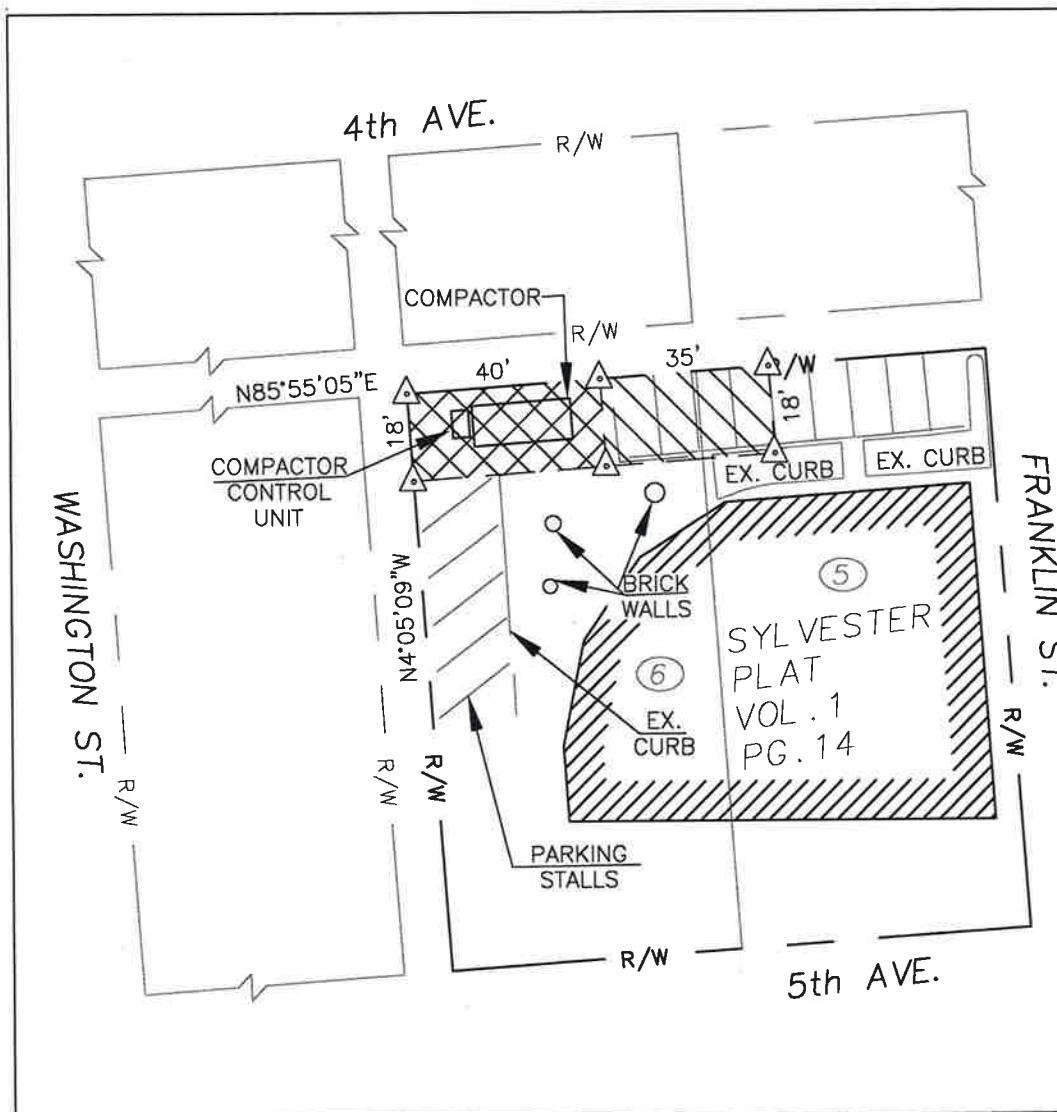
The North 18 feet of the West 15 feet of Lot 5 and the North 18 feet of the East 20 feet of said Lot 6.

Said dedication containing 630 square feet.



LEGEND

-  R/W — EXISTING RIGHT-OF-WAY
-  LOT LINE
-  BUILDING LINE
-  PERMANENT EASEMENT AREA (720 SQ. FT.)
-  ACCESS EASEMENT AREA (630 SQ. FT.)
-  CALCULATED POINT



		CITY OF OLYMPIA	DRAWING NAME
		EXHIBIT "C"	COMPACTOR
DRAWN TCM	PROJECT NO. 1572N	SHARED COMPACTOR RESTORATION SECTION 14, T. 18 N., R. 2 W., W.M.	SHEET 1 OF 1
QC REVIEW LFC	DATE MARCH 2016		
SCALE N.T.S.			