

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

Document Title: FENCE AND EASEMENT AGREEMENT
Grantor(s): City of Olympia
Grantee(s): Olympia Veterinary Specialists, LLLP
Legal Description: A PORTION OF THE SE1/4 OF SE1/4, SECTION 14, T 18 N, R 2 W, WM
Assessor's Tax Parcel Number: 78202500100

1. **FENCE AND EASEMENT AGREEMENT.** This FENCE AND EASEMENT AGREEMENT ("Agreement") is between the CITY OF OLYMPIA, a Washington municipal corporation ("Grantor") and OLYMPIA VETERINARY SPECIALISTS, LLLP, a Washington limited liability limited partnership ("Grantee"). Grantor and Grantee are each a "Party," and together are the "Parties" to this Agreement.
2. **PROPERTY.** This Fence and Easement Agreement relates to real property legally described in Exhibit "A" and shown on the sketch in Exhibit "B" attached hereto.
3. **GRANT OF EASEMENT.** Grantor grants to Grantee and its assigns, an exclusive easement over, under, upon, through, and across the Easement Area as legally described in Exhibit "A" and as shown on the sketch in Exhibit "B" attached hereto, for Grantee's exclusive use, surface and subsurface, from time to time, now or in the future for the term set forth herein.
4. **RIGHTS, OBLIGATIONS AND CONSIDERATION FOR EASEMENT.** In consideration for Grantor's conveyance of the easement area described in Exhibit "A" and as shown on the sketch in Exhibit "B" attached hereto, Grantee shall install and construct a fence along the boundary of said easement area at Grantee's sole cost and expense. Further, Grantee agrees to maintain and repair said fence at all times during the term of this Agreement. In the event said fence is damaged or removed, Grantee shall, at its own expense, promptly restore or replace the fence to the same condition that existed prior to the disturbance or damage. Grantee agrees that it shall be solely responsible for the cost of ongoing maintenance, repair and operation of the fence within the Easement Area, together with maintenance of any landscaping or lawn within the Easement Area.

5. **TERM.** This Agreement shall commence upon execution by Grantor and acceptance by Grantee, and shall continue for a period of eight (8) years, at the conclusion of which it shall terminate, unless earlier terminated by the Parties in writing and upon recording of such termination agreement with the Auditor. The Parties may extend this Fence and Easement Agreement for additional five (5) year terms upon mutual agreement in writing and upon recording of said Agreement extension with the Auditor.

6. **INDEMNIFICATION.** To the fullest extent permitted by law, the Grantee shall defend, indemnify and hold Grantor, its officers, elected officials, employees, agents, successors and/or assigns harmless from any and all costs, expenses (including reasonable attorney's fees and litigation costs), damages, claims, losses, actions, causes of actions, judgments, fines, and penalties ("Claims"), including, but not limited to, injury or death to any person or damage to any property occurring within or about the Property to the extent arising directly or indirectly out of the Permitted Use and any work performed in connection with this Fence and Easement Agreement, and anything arising out of or related to the intentional and/or negligent acts of the Grantee, its contractors, agents or permittees or assigns in exercising the rights and obligations granted pursuant to this Fence and Easement Agreement.

7. **SUCCESSORS.** This Fence and Easement Agreement shall run with the Property and is binding on all successors or assignees of the Parties.

GRANTOR

CITY OF OLYMPIA, a Washington municipal corporation

By: _____
Steven R. Hall, City Manager

Date: _____

Approved as to form:



Mark Barber, City Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this ____ day of _____ 2019, before me personally appeared STEVEN R. HALL, to me known to be the City Manager of the City of Olympia, a Washington municipal corporation, and that he executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Signature
Print Name: _____
Notary Public in and for the State of
Washington, residing at: _____
My commission expires: _____

[Remainder of page intentionally left blank.]

GRANTEE

OLYMPIA VETERINARY SPECIALISTS, LLLP

Terms accepted and approved this _____ day of _____, 2019.

OLYMPIA VETERINARY SPECIALISTS, LLLP,
a Washington limited liability limited partnership

By: _____
Name: Thomas Allen, DVM
Managing Member/Partner

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this _____ day of _____ 2019, before me personally appeared THOMAS ALLEN, DVM, to me known to be the Managing Member/Partner of Olympia Veterinary Specialists, LLLP, a Washington limited liability limited partnership, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Limited Partnership for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Signature
Print Name: _____
Notary Public in and for the State of
Washington, residing at: _____
My commission expires: _____

EXHIBIT A

AN EASEMENT OVER THAT PORTION OF BLOCK 43 SWANS ADDITION TO OLYMPIA AS RECORDED IN VOLUME 1 OF PLATS, PAGE 37, AND A PORTION OF VACATED PEAR STREET ADJACENT TO SAID BLOCK, ALSO BEING A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 18 NORTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF PEARS STREET WITH THE SOUTH LINE OF LOT 1 OF SAID BLOCK 43 EXTENDED WESTERLY (SAID POINT BEING THE NORTHWEST CORNER OF PARCEL A OF CITY OF OLYMPIA BOUNDARY LINE ADJUSTMENT BLA 15-0106-OL, RECORDED UNDER AUDITOR'S FILE NO. 4478431);

THENCE ALONG THE SOUTH LINE OF SAID LOT 1 EXTENDED WESTERLY, NORTH 85°54'34" EAST, 5.00 FEET TO THE BEGINNING OF SAID EASEMENT;

THENCE CONTINUING ALONG SAID SOUTH LINE AND THE SOUTH LINE OF LOT 2 OF SAID BLOCK, NORTH 85°54'34" EAST, 145.08 FEET, MORE OR LESS, TO THE EAST LINE OF SAID LOT 2;

THENCE AT RIGHT ANGLES TO SAID SOUTH LINE, NORTH 4°05'26" WEST, 15.00 FEET;

THENCE PARALLEL WITH SAID SOUTH LINE, SOUTH 85°54'34" WEST, 145.08 FEET;

THENCE AT RIGHT ANGLES TO SAID SOUTH LINE, SOUTH 4°05'26" EAST, 15.00 FEET TO THE BEGINNING;

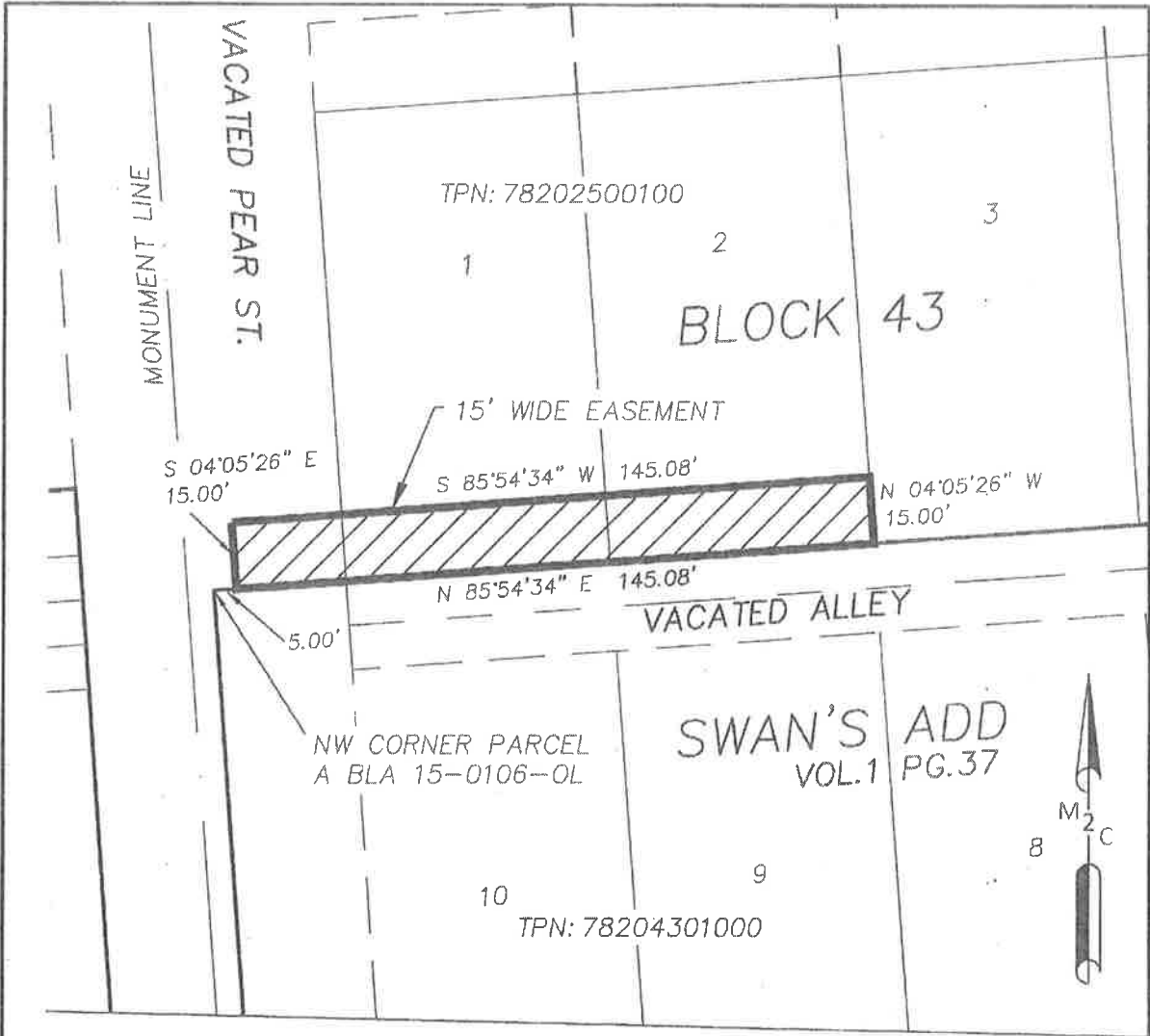
SITUATE IN THE CITY OF OLYMPIA, COUNTY OF THURSTON, STATE OF WASHINGTON.

CONTAINING 2,176 SQUARE FEET, MORE OR LESS.

PREPARED BY:

Blair E. Prigge, PLS
MTN2COAST, LLC
12/20/2018



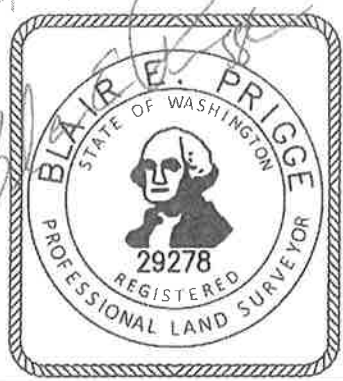


SE1/4 SE1/4, S14,
T 18N, R 2W, WM

12/20/18



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360-688-1949



**EASEMENT
EXHIBIT B**

CITY OF OLYMPIA
DATE: 12/20/2018
SCALE: 1"=40'
M2C PROJECT NO.: 18-745
SHEET NO. 1 OF 1