

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

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**Document Title:** LIGHTING AND ACCESS LICENSE AGREEMENT  
**Grantor(s):** Pauline Snyder, Gary Schneider, Nancy Snyder  
**Grantee(s):** City of Olympia  
**Legal Description:** SYLVESTER L 2 B 33  
**Assessor's Tax Parcel Number:** 78503300200

**1. LICENSE AGREEMENT.** This LIGHTING AND ACCESS LICENSE AGREEMENT AGREEMENT ("License") is between Pauline Snyder, Gary Schneider, and Nancy Snyder ("Grantor") and the CITY OF OLYMPIA, a Washington municipal corporation ("Grantee"). Grantor and Grantee are each a "Party," and together the "Parties" to this License. The Parties agree as follows:

**2. PROPERTY.** This License relates to property legally described as Lot 2, Block 33, Sylvester Plat of Olympia, as recorded in Volume 1 of Plats, page 14, records of Thurston County, Washington, Assessor's Tax Parcel Number 78503300200 (the "Property").

**3. GRANT OF LICENSE.** Grantor grants to Grantee a License over, under, upon, and across the Property for the purpose of installing and maintaining area lighting for the adjacent alleyway.

**4. RIGHTS OF GRANTEE.** Grantee (including Grantee's contractors, agents, permittees, and assigns) is authorized to access, occupy and use the area of the Property necessary for connecting exterior alley lighting to the building's electrical system and to construct, reconstruct, inspect, maintain, and repair the area lighting on Grantor's building, including to disconnect electrical wiring from Grantor's building for the purpose of re-connecting to electrical wiring from another source. Construction related activities and improvements shall be limited to the public right-of-way, the building electrical system, and any area of the Property that the Grantee needs to access and perform alley lighting work. In the event that the Property or any private improvements or any other portion of the 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.

**5. RIGHTS AND OBLIGATION OF GRANTOR.** Grantee shall provide Grantor two (2) business days' notice for requests to enter Grantor's building or the Property for the purpose of construction, reconstruction, inspection, maintenance, or repair of the lighting on Grantor's building. The Grantor agrees to have the alley lighting connected to Grantor's building and electrical system. Grantor shall be responsible for the electrical consumption payments to the electrical provider.

**6. TERM AND OBLIGATION ON TERMINATION.** This License shall commence upon execution by Grantor and acceptance by Grantee, and continue until no longer needed by Grantee. At such time as Grantor needs the area in the alley where the lights are located on the exterior wall to expand or replace Grantor's building (e.g., reconstruct to increase the height of the existing building or replace the existing building with a taller building), and gives notice to Grantee, Grantee shall remove the light(s) from any area that would be covered by the reconstructed or new building. Grantee's obligation to remove the light(s) 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 light(s) removed and to complete the removal and make any necessary repairs on the Grantor's building due to lighting removal. The notice provided 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 light(s) 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 siding absent such agreement. Grantor shall provide for re-installation of lighting in accordance with this License in the design for modifying or replacing the building that is submitted with permit applications. This License will continue in effect on the modified or new building.

**7. INDEMNIFICATION.** Grantee shall indemnify and hold Grantor harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and penalties ("Claims"), to the extent arising from the negligent acts of the Grantee, its contractors, agents, permittees, or assigns in exercising the rights granted pursuant to this License.

**8. SUCCESSORS.** This License shall run with the Property and is binding on any and all successors or assignees of either of the Parties.



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**Document Title:** LIGHTING AND ACCESS LICENSE AGREEMENT  
**Grantor(s):** Fourth Avenue Group, LLC  
**Grantee(s):** City of Olympia  
**Legal Description:** SYLVESTER L 6 B 33 W 27.55F  
**Assessor's Tax Parcel Number:** 78503300600

1. **LICENSE AGREEMENT.** This LIGHTING AND ACCESS LICENSE AGREEMENT ("License") is between Fourth Avenue Group, LLC, a Washington Limited Liability Company ("Grantor") and the CITY OF OLYMPIA, a Washington municipal corporation ("Grantee"). Grantor and Grantee are each a "Party," and together the "Parties" to this License. The Parties agree as follows:
2. **PROPERTY.** This License relates to property legally described as the West 27.55 feet of Lot 6, Block 33, Sylvesters Addition to Olympia, as recorded in Volume 1 of Plats, page 14, records of Thurston County, Washington, Assessor's Tax Parcel Number 78503300600 (the "Property").
3. **GRANT OF LICENSE.** Grantor grants to Grantee a License over, under, upon, and across the Property for the purpose of installing and maintaining area lighting for the adjacent alleyway.
4. **RIGHTS OF GRANTEE.** Grantee (including Grantee's contractors, agents, permittees, and assigns) is authorized to access, occupy and use the area of the Property necessary for connecting exterior alley lighting to the building's electrical system and to construct, reconstruct, inspect, maintain, and repair the area lighting on Grantor's building, including to disconnect electrical wiring from Grantor's building for the purpose of re-connecting to electrical wiring from another source. Construction related activities and improvements shall be limited to the public right-of-way, the building electrical system, and any area of the Property that the Grantee needs to access and perform alley lighting work. In the event that the Property or any private improvements or any other portion of the 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.

**5. RIGHTS AND OBLIGATION OF GRANTOR.** Grantee shall provide Grantor two (2) business days' notice for requests to enter Grantor's building or the Property for the purpose of construction, reconstruction, inspection, maintenance, or repair of the lighting on Grantor's building. The Grantor agrees to have the alley lighting connected to Grantor's building and electrical system. Grantor shall be responsible for the electrical consumption payments to the electrical provider.

**6. TERM AND OBLIGATION ON TERMINATION.** This License shall commence upon execution by Grantor and acceptance by Grantee, and continue until no longer needed by Grantee. At such time as Grantor needs the area in the alley where the lights are located on the exterior wall to expand or replace Grantor's building (e.g., reconstruct to increase the height of the existing building or replace the existing building with a taller building), and gives notice to Grantee, Grantee shall remove the light(s) from any area that would be covered by the reconstructed or new building. Grantee's obligation to remove the light(s) 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 light(s) removed and to complete the removal and make any necessary repairs on the Grantor's building due to lighting removal. The notice provided 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 light(s) 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 siding absent such agreement. Grantor shall provide for re-installation of lighting in accordance with this License in the design for modifying or replacing the building that is submitted with permit applications. This License will continue in effect on the modified or new building.

**7. INDEMNIFICATION.** Grantee shall indemnify and hold Grantor harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and penalties ("Claims"), to the extent arising from the negligent acts of the Grantee, its contractors, agents, permittees, or assigns in exercising the rights granted pursuant to this License.

8. **SUCCESSORS.** This License shall run with the Property and is binding on any and all successors or assignees of either of the Parties.

GRANTOR:

Granted this \_\_\_ day of \_\_\_\_\_, 2015.

FOURTH AVENUE GROUP, LLC

By: \_\_\_\_\_  
Signature

Its \_\_\_\_\_  
Title

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_ 2015, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known to be the \_\_\_\_\_  
\_\_\_\_\_ of FOURTH AVENUE GROUP, LLC, a Washington  
Limited Liability Company that executed the foregoing instrument, and acknowledged said  
instrument to be the free and voluntary act and deed of said Limited Liability 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 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: \_\_\_\_\_

GRANTEE:

Accepted and Approved:  
CITY OF OLYMPIA

Approved as to form:

By: \_\_\_\_\_  
Steven R. Hall, City Manager

*Danne Niendorf DCA*  
\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

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**Document Title:** LIGHTING AND ACCESS LICENSE AGREEMENT  
**Grantor(s):** 425 State Street, LLC  
**Grantee(s):** City of Olympia  
**Legal Description:** SYLVESTER L 3 & 4 B 43  
**Assessor's Tax Parcel Number:** 78504300300

1. **LICENSE AGREEMENT.** This LIGHTING AND ACCESS LICENSE AGREEMENT (“License”) is between 425 State Street, LLC, a Washington Limited Liability Company, (“Grantor”) and the CITY OF OLYMPIA, a Washington municipal corporation (“Grantee”). Grantor and Grantee are each a “Party,” and together the “Parties” to this License. The Parties agree as follows:
2. **PROPERTY.** This License relates to property legally described as Lots 3 and 4, Block 43 of Sylvesters Plat of Olympia, as recorded in Volume 1 of Plats, page 14, records of Thurston County, Washington, Assessor’s Tax Parcel Number 78504300300 (the “Property”).
3. **GRANT OF LICENSE.** Grantor grants to Grantee a License over, under, upon, and across the Property for the purpose of installing and maintaining area lighting for the adjacent alleyway.
4. **RIGHTS OF GRANTEE.** Grantee (including Grantee’s contractors, agents, permittees, and assigns) is authorized to access, occupy and use the area of the Property necessary for connecting exterior alley lighting to the building’s electrical system and to construct, reconstruct, inspect, maintain, and repair the area lighting on Grantor’s building, including to disconnect electrical wiring from Grantor’s building for the purpose of re-connecting to electrical wiring from another source. Construction related activities and improvements shall be limited to the public right-of-way, the building electrical system, and any area of the Property that the Grantee needs to access and perform alley lighting work. In the event that the Property or any private improvements or any other portion of the 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.

**5. RIGHTS AND OBLIGATION OF GRANTOR.** Grantee shall provide Grantor two (2) business days' notice for requests to enter Grantor's building or the Property for the purpose of construction, reconstruction, inspection, maintenance, or repair of the lighting on Grantor's building. The Grantor agrees to have the alley lighting connected to Grantor's building and electrical system. Grantor shall be responsible for the electrical consumption payments to the electrical provider.

**6. TERM AND OBLIGATION ON TERMINATION.** This License shall commence upon execution by Grantor and acceptance by Grantee, and continue until no longer needed by Grantee. At such time as Grantor needs the area in the alley where the lights are located on the exterior wall to expand or replace Grantor's building (e.g., reconstruct to increase the height of the existing building or replace the existing building with a taller building), and gives notice to Grantee, Grantee shall remove the light(s) from any area that would be covered by the reconstructed or new building. Grantee's obligation to remove the light(s) 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 light(s) removed and to complete the removal and make any necessary repairs on the Grantor's building due to lighting removal. The notice provided 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 light(s) 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 siding absent such agreement. Grantor shall provide for re-installation of lighting in accordance with this License in the design for modifying or replacing the building that is submitted with permit applications. This License will continue in effect on the modified or new building.

**7. INDEMNIFICATION.** Grantee shall indemnify and hold Grantor harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and penalties ("Claims"), to the extent arising from the negligent acts of the Grantee, its contractors, agents, permittees, or assigns in exercising the rights granted pursuant to this License.

**8. SUCCESSORS.** This License shall run with the Property and is binding on any and all successors or assignees of either of the Parties.





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**Document Title:** LIGHTING AND ACCESS LICENSE AGREEMENT  
**Grantor(s):** Harris Drygoods Building, LP  
**Grantee(s):** City of Olympia  
**Legal Description:** SYLVESTER B 15  
**Assessor's Tax Parcel Number:** 78501500101

1. **LICENSE AGREEMENT.** This LIGHTING AND ACCESS LICENSE AGREEMENT (“License”) is between Harris Drygoods Building, LP, a Washington Limited Partnership, (“Grantor”) and the CITY OF OLYMPIA, a Washington municipal corporation (“Grantee”). Grantor and Grantee are each a “Party,” and together the “Parties” to this License. The Parties agree as follows:
2. **PROPERTY.** This License relates to property legally described as the South three quarters of Lots 1 and 2, Block 15, Sylvesters Plat of Olympia as recorded in Volume 1 of Plats, page 14; EXCEPTING THEREFROM the Westerly 7 feet of said Lot 1 for Capitol Way, records of Thurston County, Washington, Assessor's Tax Parcel Number 78501500101 (the “Property”).
3. **GRANT OF LICENSE.** Grantor grants to Grantee a License over, under, upon, and across the Property for the purpose of installing and maintaining area lighting for the adjacent alleyway.
4. **RIGHTS OF GRANTEE.** Grantee (including Grantee's contractors, agents, permittees, and assigns) is authorized to access, occupy and use the area of the Property necessary for connecting exterior alley lighting to the building's electrical system and to construct, reconstruct, inspect, maintain, and repair the area lighting on Grantor's building, including to disconnect electrical wiring from Grantor's building for the purpose of re-connecting to electrical wiring from another source. Construction related activities and improvements shall be limited to the public right-of-way, the building electrical system, and any area of the Property that the Grantee needs to access and perform alley lighting work. In the event that the Property or any private improvements or any other portion of the 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.

**5. RIGHTS AND OBLIGATION OF GRANTOR.** Grantee shall provide Grantor two (2) business days' notice for requests to enter Grantor's building or the Property for the purpose of construction, reconstruction, inspection, maintenance, or repair of the lighting on Grantor's building. The Grantor agrees to have the alley lighting connected to Grantor's building and electrical system. Grantor shall be responsible for the electrical consumption payments to the electrical provider.

**6. TERM AND OBLIGATION ON TERMINATION.** This License shall commence upon execution by Grantor and acceptance by Grantee, and continue until no longer needed by Grantee. At such time as Grantor needs the area in the alley where the lights are located on the exterior wall to expand or replace Grantor's building (e.g., reconstruct to increase the height of the existing building or replace the existing building with a taller building), and gives notice to Grantee, Grantee shall remove the light(s) from any area that would be covered by the reconstructed or new building. Grantee's obligation to remove the light(s) 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 light(s) removed and to complete the removal and make any necessary repairs on the Grantor's building due to lighting removal. The notice provided 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 light(s) 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 siding absent such agreement. Grantor shall provide for re-installation of lighting in accordance with this License in the design for modifying or replacing the building that is submitted with permit applications. This License will continue in effect on the modified or new building.

**7. INDEMNIFICATION.** Grantee shall indemnify and hold Grantor harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and penalties ("Claims"), to the extent arising from the negligent acts of the Grantee, its contractors, agents, permittees, or assigns in exercising the rights granted pursuant to this License.

**8. SUCCESSORS.** This License shall run with the Property and is binding on any and all successors or assignees of either of the Parties.



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**Document Title:** LIGHTING AND ACCESS LICENSE AGREEMENT  
**Grantor(s):** Martin Building Limited Partnership  
**Grantee(s):** City of Olympia  
**Legal Description:** SYLVESTER L 3&4 B 15  
**Assessor's Tax Parcel Number:** 78501500300

1. **LICENSE AGREEMENT.** This LIGHTING AND ACCESS LICENSE AGREEMENT ("License") is between Martin Building Limited Partnership, a Washington Limited Partnership, ("Grantor") and the CITY OF OLYMPIA, a Washington municipal corporation ("Grantee"). Grantor and Grantee are each a "Party," and together the "Parties" to this License. The Parties agree as follows:
2. **PROPERTY.** This License relates to property legally described as Lots 3 and 4 in Block 15 of Sylvesters Plat, as recorded in Volume 1 of Plats, page 14, records of Thurston County, Washington, Assessor's Tax Parcel Number 78501500300 (the "Property").
3. **GRANT OF LICENSE.** Grantor grants to Grantee a License over, under, upon, and across the Property for the purpose of installing and maintaining area lighting for the adjacent alleyway.
4. **RIGHTS OF GRANTEE.** Grantee (including Grantee's contractors, agents, permittees, and assigns) is authorized to access, occupy and use the area of the Property necessary for connecting exterior alley lighting to the building's electrical system and to construct, reconstruct, inspect, maintain, and repair the area lighting on Grantor's building, including to disconnect electrical wiring from Grantor's building for the purpose of re-connecting to electrical wiring from another source. Construction related activities and improvements shall be limited to the public right-of-way, the building electrical system, and any area of the Property that the Grantee needs to access and perform alley lighting work. In the event that the Property or any private improvements or any other portion of the 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.

**5. RIGHTS AND OBLIGATION OF GRANTOR.** Grantee shall provide Grantor two (2) business days' notice for requests to enter Grantor's building or the Property for the purpose of construction, reconstruction, inspection, maintenance, or repair of the lighting on Grantor's building. The Grantor agrees to have the alley lighting connected to Grantor's building and electrical system. Grantor shall be responsible for the electrical consumption payments to the electrical provider.

**6. TERM AND OBLIGATION ON TERMINATION.** This License shall commence upon execution by Grantor and acceptance by Grantee, and continue until no longer needed by Grantee. At such time as Grantor needs the area in the alley where the lights are located on the exterior wall to expand or replace Grantor's building (e.g., reconstruct to increase the height of the existing building or replace the existing building with a taller building), and gives notice to Grantee, Grantee shall remove the light(s) from any area that would be covered by the reconstructed or new building. Grantee's obligation to remove the light(s) 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 light(s) removed and to complete the removal and make any necessary repairs on the Grantor's building due to lighting removal. The notice provided 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 light(s) 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 siding absent such agreement. Grantor shall provide for re-installation of lighting in accordance with this License in the design for modifying or replacing the building that is submitted with permit applications. This License will continue in effect on the modified or new building.

**7. INDEMNIFICATION.** Grantee shall indemnify and hold Grantor harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and penalties ("Claims"), to the extent arising from the negligent acts of the Grantee, its contractors, agents, permittees, or assigns in exercising the rights granted pursuant to this License.

**8. SUCCESSORS.** This License shall run with the Property and is binding on any and all successors or assignees of either of the Parties.

GRANTOR:

Granted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MARTIN BUILDING LIMITED PARTNERSHIP

By: \_\_\_\_\_  
Signature

Its \_\_\_\_\_  
Title

STATE OF WASHINGTON )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2015, before me personally appeared \_\_\_\_\_  
\_\_\_\_\_ to me known to be the \_\_\_\_\_  
\_\_\_\_\_ of MARTIN BUILDING LIMITED PARTNERSHIP, a  
Washington Limited Partnership that executed the foregoing instrument, and acknowledged  
said instrument to be the free and voluntary act and deed of said Limited Partnership 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 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: \_\_\_\_\_

GRANTEE:

Accepted and Approved:  
CITY OF OLYMPIA

By: \_\_\_\_\_  
Steven R. Hall, City Manager

Approved as to form:

Darre Nienobke DCA  
City Attorney

Date: \_\_\_\_\_

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

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**Document Title:** LIGHTING AND ACCESS LICENSE AGREEMENT  
**Grantor(s):** Stephen Maddox, Barbara Baker  
**Grantee(s):** City of Olympia  
**Legal Description:** SYLVESTER L 1 & 2 B 14 S 26F & W 7F VAC ALLEY  
**Assessor's Tax Parcel Number:** 78501400102

1. **LICENSE AGREEMENT.** This LIGHTING AND LICENSE EASEMENT AGREEMENT ("License") is between Stephen Maddox and Barbara Baker ("Grantor") and the CITY OF OLYMPIA, a Washington municipal corporation ("Grantee"). Grantor and Grantee are each a "Party," and together the "Parties" to this License. The Parties agree as follows:
2. **PROPERTY.** This License relates to property legally described as the South 26 feet of Lots 1 and 2, Block 14, of Sylvester's Plat of Olympia, as recorded in Volume 1 of Plats, page 14, TOGETHER WITH the West 7 feet of the vacated north-south alley, records of Thurston County, Washington, Assessor's Tax Parcel Number 78501400102 (the "Property").
3. **GRANT OF LICENSE.** Grantor grants to Grantee a License over, under, upon, and across the Property for the purpose of installing and maintaining area lighting for the adjacent alleyway.
4. **RIGHTS OF GRANTEE.** Grantee (including Grantee's contractors, agents, permittees, and assigns) is authorized to access, occupy and use the area of the Property necessary for connecting exterior alley lighting to the building's electrical system and to construct, reconstruct, inspect, maintain, and repair the area lighting on Grantor's building, including to disconnect electrical wiring from Grantor's building for the purpose of re-connecting to electrical wiring from another source. Construction related activities and improvements shall be limited to the public right-of-way, the building electrical system, and any area of the Property that the Grantee needs to access and perform alley lighting work. In the event that the Property or any private improvements or any other portion of the 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.

**5. RIGHTS AND OBLIGATION OF GRANTOR.** Grantee shall provide Grantor two (2) business days' notice for requests to enter Grantor's building or the Property for the purpose of construction, reconstruction, inspection, maintenance, or repair of the lighting on Grantor's building. The Grantor agrees to have the alley lighting connected to Grantor's building and electrical system. Grantor shall be responsible for the electrical consumption payments to the electrical provider.

**6. TERM AND OBLIGATION ON TERMINATION.** This License shall commence upon execution by Grantor and acceptance by Grantee, and continue until no longer needed by Grantee. At such time as Grantor needs the area in the alley where the lights are located on the exterior wall to expand or replace Grantor's building (e.g., reconstruct to increase the height of the existing building or replace the existing building with a taller building), and gives notice to Grantee, Grantee shall remove the light(s) from any area that would be covered by the reconstructed or new building. Grantee's obligation to remove the light(s) 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 light(s) removed and to complete the removal and make any necessary repairs on the Grantor's building due to lighting removal. The notice provided 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 light(s) 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 siding absent such agreement. Grantor shall provide for re-installation of lighting in accordance with this License in the design for modifying or replacing the building that is submitted with permit applications. This License will continue in effect on the modified or new building.

**7. INDEMNIFICATION.** Grantee shall indemnify and hold Grantor harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and penalties ("Claims"), to the extent arising from the negligent acts of the Grantee, its contractors, agents, permittees, or assigns in exercising the rights granted pursuant to this License.

**8. SUCCESSORS.** This License shall run with the Property and is binding on any and all successors or assignees of either of the Parties.



After recording return document to:  
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**Document Title:** LIGHTING AND ACCESS LICENSE AGREEMENT  
**Grantor(s):** Walter L. Klueh & Theresa M. Klueh  
**Grantee(s):** City of Olympia  
**Legal Description:** SYLVESTER N ½ L 6 B 6  
**Assessor's Tax Parcel Number:** 78500600600

1. **LICENSE AGREEMENT.** This LIGHTING AND ACCESS LICENSE AGREEMENT ("License") is between Walter L. Klueh & Theresa M. Klueh ("Grantor") and the CITY OF OLYMPIA, a Washington municipal corporation ("Grantee"). Grantor and Grantee are each a "Party," and together the "Parties" to this License. The Parties agree as follows:
2. **PROPERTY.** This License relates to property legally described as the North half of the North half of Lot 6, Block 6 of Sylvesters Plat of Olympia, as recorded in Volume 1 of Plats, page 14, records of Thurston County, Washington, Assessor's Tax Parcel Number 78500600600 (the "Property").
3. **GRANT OF LICENSE.** Grantor grants to Grantee a License over, under, upon, and across the Property for the purpose of installing and maintaining area lighting for the adjacent alleyway.
4. **RIGHTS OF GRANTEE.** Grantee (including Grantee's contractors, agents, permittees, and assigns) is authorized to access, occupy and use the area of the Property necessary for connecting exterior alley lighting to the building's electrical system and to construct, reconstruct, inspect, maintain, and repair the area lighting on Grantor's building, including to disconnect electrical wiring from Grantor's building for the purpose of re-connecting to electrical wiring from another source. Construction related activities and improvements shall be limited to the public right-of-way, the building electrical system, and any area of the Property that the Grantee needs to access and perform alley lighting work. In the event that the Property or any private improvements or any other portion of the 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.

**5. RIGHTS AND OBLIGATION OF GRANTOR.** Grantee shall provide Grantor two (2) business days' notice for requests to enter Grantor's building or the Property for the purpose of construction, reconstruction, inspection, maintenance, or repair of the lighting on Grantor's building. The Grantor agrees to have the alley lighting connected to Grantor's building and electrical system. Grantor shall be responsible for the electrical consumption payments to the electrical provider.

**6. TERM AND OBLIGATION ON TERMINATION.** This License shall commence upon execution by Grantor and acceptance by Grantee, and continue until no longer needed by Grantee. At such time as Grantor needs the area in the alley where the lights are located on the exterior wall to expand or replace Grantor's building (e.g., reconstruct to increase the height of the existing building or replace the existing building with a taller building), and gives notice to Grantee, Grantee shall remove the light(s) from any area that would be covered by the reconstructed or new building. Grantee's obligation to remove the light(s) 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 light(s) removed and to complete the removal and make any necessary repairs on the Grantor's building due to lighting removal. The notice provided 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 light(s) 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 siding absent such agreement. Grantor shall provide for re-installation of lighting in accordance with this License in the design for modifying or replacing the building that is submitted with permit applications. This License will continue in effect on the modified or new building.

**7. INDEMNIFICATION.** Grantee shall indemnify and hold Grantor harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and penalties ("Claims"), to the extent arising from the negligent acts of the Grantee, its contractors, agents, permittees, or assigns in exercising the rights granted pursuant to this License.

**8. SUCCESSORS.** This License shall run with the Property and is binding on any and all successors or assignees of either of the Parties.



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

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**Document Title:** LIGHTING AND ACCESS LICENSE AGREEMENT  
**Grantor(s):** Weldon D. Neuschwanger Trust  
**Grantee(s):** City of Olympia  
**Legal Description:** SYLVESTER L 6 B 6  
**Assessor's Tax Parcel Number:** 78500600601

1. **LICENSE AGREEMENT.** This LIGHTING AND ACCESS LICENSE AGREEMENT ("License") is between Weldon D. Neuschwanger and Barbara L. Neuschwanger, Trustees of The Neuschwanger Family Trust, ("Grantor") and the CITY OF OLYMPIA, a Washington municipal corporation ("Grantee"). Grantor and Grantee are each a "Party," and together the "Parties" to this License. The Parties agree as follows:
2. **PROPERTY.** This License relates to property legally described as the South one-half of the North one-half of Lot 6, Block 6 of Sylvesters Plat of Olympia, Thurston County, State of Washington, TOGETHER WITH that certain easement filed for record in the Thurston County Auditor's Office under File No. 348609 and recorded in Volume 167 of Deeds, page 599, on March 22, 1941, records of Thurston County, Washington, Assessor's Tax Parcel Number 78500600601 (the "Property").
3. **GRANT OF LICENSE.** Grantor grants to Grantee a License over, under, upon, and across the Property for the purpose of installing and maintaining area lighting for the adjacent alleyway.
4. **RIGHTS OF GRANTEE.** Grantee (including Grantee's contractors, agents, permittees, and assigns) is authorized to access, occupy and use the area of the Property necessary for connecting exterior alley lighting to the building's electrical system and to construct, reconstruct, inspect, maintain, and repair the area lighting on Grantor's building, including to disconnect electrical wiring from Grantor's building for the purpose of re-connecting to electrical wiring from another source. Construction related activities and improvements shall be limited to the public right-of-way, the building electrical system, and any

area of the Property that the Grantee needs to access and perform alley lighting work. In the event that the Property or any private improvements or any other portion of the 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.

**5. RIGHTS AND OBLIGATION OF GRANTOR.** Grantee shall provide Grantor two (2) business days' notice for requests to enter Grantor's building or the Property for the purpose of construction, reconstruction, inspection, maintenance, or repair of the lighting on Grantor's building. The Grantor agrees to have the alley lighting connected to Grantor's building and electrical system. Grantor shall be responsible for the electrical consumption payments to the electrical provider.

**6. TERM AND OBLIGATION ON TERMINATION.** This License shall commence upon execution by Grantor and acceptance by Grantee, and continue until no longer needed by Grantee. At such time as Grantor needs the area in the alley where the lights are located on the exterior wall to expand or replace Grantor's building (e.g., reconstruct to increase the height of the existing building or replace the existing building with a taller building), and gives notice to Grantee, Grantee shall remove the light(s) from any area that would be covered by the reconstructed or new building. Grantee's obligation to remove the light(s) 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 light(s) removed and to complete the removal and make any necessary repairs on the Grantor's building due to lighting removal. The notice provided 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 light(s) 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 siding absent such agreement. Grantor shall provide for re-installation of lighting in accordance with this License in the design for modifying or replacing the building that is submitted with permit applications. This License will continue in effect on the modified or new building.

**7. INDEMNIFICATION.** Grantee shall indemnify and hold Grantor harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and penalties ("Claims"), to the extent arising from the negligent acts of the Grantee, its contractors, agents, permittees, or assigns in exercising the rights granted pursuant to this License.

**8. SUCCESSORS.** This License shall run with the Property and is binding on any and all successors or assignees of either of the Parties.





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

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**Document Title:** LIGHTING AND ACCESS LICENSE AGREEMENT  
**Grantor(s):** Daurehoj Commercial, LLC  
**Grantee(s):** City of Olympia  
**Legal Description:** SYLVESTER L 6 B 4  
**Assessor's Tax Parcel Number:** 78500400600

**1. LICENSE AGREEMENT.** This LIGHTING AND ACCESS LICENSE AGREEMENT ("License") is between Daurehoj Commercial, LLC, a Washington Limited Liability Company, ("Grantor") and the CITY OF OLYMPIA, a Washington municipal corporation ("Grantee"). Grantor and Grantee are each a "Party," and together the "Parties" to this License. The Parties agree as follows:

**2. PROPERTY.** This License relates to property legally described as the North 50 feet of Lot 6, Block 4, Sylvesters Plat of Olympia, as recorded in Volume 1 of Plats, page 14, records of Thurston County, Washington, Assessor's Tax Parcel Number 78500400600 (the "Property").

**3. GRANT OF LICENSE.** Grantor grants to Grantee a License over, under, upon, and across the Property for the purpose of installing and maintaining area lighting for the adjacent alleyway.

**4. RIGHTS OF GRANTEE.** Grantee (including Grantee's contractors, agents, permittees, and assigns) is authorized to access, occupy and use the area of the Property necessary for connecting exterior alley lighting to the building's electrical system and to construct, reconstruct, inspect, maintain, and repair the area lighting on Grantor's building, including to disconnect electrical wiring from Grantor's building for the purpose of re-connecting to electrical wiring from another source. Construction related activities and improvements shall be limited to the public right-of-way, the building electrical system, and any area of the Property that the Grantee needs to access and perform alley lighting work. In the event that the Property or any private improvements or any other portion of the 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.

**5. RIGHTS AND OBLIGATION OF GRANTOR.** Grantee shall provide Grantor two (2) business days' notice for requests to enter Grantor's building or the Property for the purpose of construction, reconstruction, inspection, maintenance, or repair of the lighting on Grantor's building. The Grantor agrees to have the alley lighting connected to Grantor's building and electrical system. Grantor shall be responsible for the electrical consumption payments to the electrical provider.

**6. TERM AND OBLIGATION ON TERMINATION.** This License shall commence upon execution by Grantor and acceptance by Grantee, and continue until no longer needed by Grantee. At such time as Grantor needs the area in the alley where the lights are located on the exterior wall to expand or replace Grantor's building (e.g., reconstruct to increase the height of the existing building or replace the existing building with a taller building), and gives notice to Grantee, Grantee shall remove the light(s) from any area that would be covered by the reconstructed or new building. Grantee's obligation to remove the light(s) 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 light(s) removed and to complete the removal and make any necessary repairs on the Grantor's building due to lighting removal. The notice provided 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 light(s) 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 siding absent such agreement. Grantor shall provide for re-installation of lighting in accordance with this License in the design for modifying or replacing the building that is submitted with permit applications. This License will continue in effect on the modified or new building.

**7. INDEMNIFICATION.** Grantee shall indemnify and hold Grantor harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and penalties ("Claims"), to the extent arising from the negligent acts of the Grantee, its contractors, agents, permittees, or assigns in exercising the rights granted pursuant to this License.

**8. SUCCESSORS.** This License shall run with the Property and is binding on any and all successors or assignees of either of the Parties.



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

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**Document Title:** LIGHTING AND ACCESS LICENSE AGREEMENT  
**Grantor(s):** Phoenix One, LLC  
**Grantee(s):** City of Olympia  
**Legal Description:** LOT 1 BLK 34 & LOT 2 W ½ LESS E1.5F LOT 2 SYLVESTERS  
**Assessor's Tax Parcel Number:** 78503400100

1. **LICENSE AGREEMENT.** This LIGHTING AND ACCESS LICENSE AGREEMENT (“License”) is between Phoenix One, LLC, an Oregon Limited Liability Company, (“Grantor”) and the CITY OF OLYMPIA, a Washington municipal corporation (“Grantee”). Grantor and Grantee are each a “Party,” and together the “Parties” to this License. The Parties agree as follows:
2. **PROPERTY.** This License relates to property legally described as Lot 1 and the Westerly half of Lot 2 in Block 34 of Sylvester Plat of Olympia, as recorded in Volume 1 of Plats, page 14; EXCEPTING THEREFROM the Easterly 1.5 feet of said Westerly half of Lot 2, records of Thurston County, Washington, Assessor’s Tax Parcel Number 78503400100 (the “Property”).
3. **GRANT OF LICENSE.** Grantor grants to Grantee a License over, under, upon, and across the Property for the purpose of installing and maintaining area lighting for the adjacent alleyway.
4. **RIGHTS OF GRANTEE.** Grantee (including Grantee’s contractors, agents, permittees, and assigns) is authorized to access, occupy and use the area of the Property necessary for connecting exterior alley lighting to the building’s electrical system and to construct, reconstruct, inspect, maintain, and repair the area lighting on Grantor’s building, including to disconnect electrical wiring from Grantor’s building for the purpose of re-connecting to electrical wiring from another source. Construction related activities and improvements shall be limited to the public right-of-way, the building electrical system, and any area of the Property that the Grantee needs to access and perform alley lighting work. In the

event that the Property or any private improvements or any other portion of the 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.

**5. RIGHTS AND OBLIGATION OF GRANTOR.** Grantee shall provide Grantor two (2) business days' notice for requests to enter Grantor's building or the Property for the purpose of construction, reconstruction, inspection, maintenance, or repair of the lighting on Grantor's building. The Grantor agrees to have the alley lighting connected to Grantor's building and electrical system. Grantor shall be responsible for the electrical consumption payments to the electrical provider.

**6. TERM AND OBLIGATION ON TERMINATION.** This License shall commence upon execution by Grantor and acceptance by Grantee, and continue until no longer needed by Grantee. At such time as Grantor needs the area in the alley where the lights are located on the exterior wall to expand or replace Grantor's building (e.g., reconstruct to increase the height of the existing building or replace the existing building with a taller building), and gives notice to Grantee, Grantee shall remove the light(s) from any area that would be covered by the reconstructed or new building. Grantee's obligation to remove the light(s) 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 light(s) removed and to complete the removal and make any necessary repairs on the Grantor's building due to lighting removal. The notice provided 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 light(s) 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 siding absent such agreement. Grantor shall provide for re-installation of lighting in accordance with this License in the design for modifying or replacing the building that is submitted with permit applications. This License will continue in effect on the modified or new building.

**7. INDEMNIFICATION.** Grantee shall indemnify and hold Grantor harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and penalties ("Claims"), to the extent arising from the negligent acts of the Grantee, its contractors, agents, permittees, or assigns in exercising the rights granted pursuant to this License.

**8. SUCCESSORS.** This License shall run with the Property and is binding on any and all successors or assignees of either of the Parties.

