

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

Document Title: NO BUILD EASEMENT & LICENSE FOR USE
Grantor(s): City of Olympia, a Washington municipal corporation
Grantee(s): Urban Olympia 5, LLC
Legal Description: SYLVESTER L 5 BLK 72 LESS E 55F
Assessor's Tax Parcel Number: 78507200500; 78507200800; 78507200600

1. **PARTIES.** This AGREEMENT ("Agreement") is between the CITY OF OLYMPIA, a Washington municipal corporation ("City" or "Grantor") and URBAN OLYMPIA 5, LLC a Washington Limited Liability Company, ("Grantee"). City and Grantee are each a "Party," and together the "Parties" to this Agreement.

The Parties agree as follows:

2. **PROPERTY.** This agreement relates to property legally described as Lot 5 in Block 72 of Sylvester's Plat of Olympia, less the East 55 Feet thereof, as recorded in Volume 1 of Plats, Page 14, Thurston County, state of Washington, Assessor's Tax Parcel Number **78507200500** (the "Grantor's Property") and property legally described as the East 55 Feet of Lot 5 and all of Lots 6, 7, and 8 in Block 72 of Sylvester's Plat of Olympia, as recorded in Volume 1 of Plats, Page 14, Thurston County, state of Washington, Assessor's Tax Parcel Numbers **78507200800 and 78507200600** (the "Grantee's Property").
3. **GRANT OF EASEMENT.** The City grants to Grantee and its successors and assigns, a 15-foot wide no-build easement over, upon, and across the Property (above ground only) described as the "Easement Area," as it is defined in Exhibit "A" and shown on Exhibit "B." Exhibits A and B are incorporated by reference and made a part of this Agreement.
4. **USE OF EASEMENT AREA:**
 - a. Easement. The purpose of this Agreement is to ensure that the Easement Area remains free of built structures in order to comply with the fire separation distance requirements of the International Building Code § 705, *et seq.* This will allow the

Grantee to develop its building (“The Laurana”) on the adjacent property in a manner that will provide for greater use of balconies and windows on the Northern portion of the The Laurana’s West facade.

b. Easement Conditions:

i. To provide adequate vehicle and equipment clearance for ingress/egress to Grantor’s Property, no obstruction from Grantee’s Property shall be built or maintained that encroaches over the no-build Easement Area within 14 feet of the ground. No below ground portion of the Grantee’s building shall encroach on the Grantor’s Property.

c. Licensed Uses. Grantee may be allowed one or more Licensed Uses of the Easement Area with permission of the City at its sole discretion, but any such use must be pre-approved by the City in writing prior to construction and installation of each Licensed Use. Requests for approval of Licensed Uses shall be directed to the City’s Public Works Department. If the City allows Grantee a Licensed Use of the Easement Area, Grantee agrees to the ongoing maintenance of the Easement Area in good condition at all times at Grantee’s sole expense.

A Licensed use may include but is not limited to:

- Public pedestrian access over and across the Easement Area;
- Landscaping;
- Fences, bollards, pavement;
- Other pedestrian improvements and/or amenities.

d. License Conditions:

- i. No use shall be licensed in the Easement Area that prevents proper clearance for City vehicles. Vehicle clearance shall be maintained at 14 feet in height at all times;
- ii. Any use of Easement Area shall allow for City access to its lift station at all times of the day and night (24 hours/7 days a week), including during Grantee’s construction and maintenance activities;
- iii. Prior to any public use of the Easement Area, Grantee shall install gates acceptable to the City in design, size, and location outside the Easement Area to protect unauthorized access to the City’s lift station, both during maintenance activities and otherwise;
- iv. Any use of the Easement Area shall maintain security of the City’s pump station at all times.

5. RIGHTS AND OBLIGATIONS OF GRANTEE. Grantee (including Grantee’s contractors, agents, permittees, successors and assigns) is authorized to access the Easement

Area as necessary for the initial construction of its building on the adjacent property, and to construct or maintain any City-approved Licensed Use.

Construction related activities shall be limited to the public right-of-way and Easement Area only. In the event that Grantor's Property or any part of the City's lift station is 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, or reimburse the City for its costs to restore same.

6. **CITY'S RESERVATION OF RIGHTS.** The City retains the right to temporarily or permanently close all access to the Easement Area at any time, in the event the City determines that, in its sole discretion, use of the Easement Area is a public health, safety, or security issue. This reservation of rights shall not extend to the no-build restriction of the Easement. In the case of closure longer than 24 hours, the City will provide such notice to Grantee as is reasonable under the circumstances.
7. **TERM OF EASEMENT.** The Easement contained within this Agreement shall commence upon execution by both parties, recording, and shall continue in perpetuity, unless mutually terminated by the Parties.
8. **LICENSED USE/GRANTEE'S OBLIGATION UPON REVOCATION.** Grantee's Licensed Use of the Easement Area may be revoked at any time by the City, in its sole discretion except for those Licensed Uses that the City required the Grantee to install or construct within the Easement Area as a condition of approval of the Grantee's building ("The Laurana"). If revoked, the Licensed Use shall terminate and any facilities associated with such Use shall be removed by Grantee upon request of the City, and the Easement Area shall be restored to the condition it was in prior to the Licensed Use, at the sole expense of Grantee.
9. **INDEMNIFICATION.** Grantee shall indemnify and hold City, its officers, officials, agents, contractors, and employees harmless from any and all costs, expenses (including reasonable attorney's fees), damages, claims, fines, and penalties ("Claims"), arising from the actions or omissions of Grantee, its contractors, agents, permittees, successors, or assigns relating to this Agreement.
10. **PAYMENT FOR EASEMENT.** Total cost that Grantee shall pay Grantor for the easement is \$12,583.

11. LEASEHOLD TAX. If leasehold or other tax applies as a result of this Agreement, Grantee shall be solely responsible for payment of the tax.

12. SUCCESSORS. This Agreement touches and concerns the land and is binding on any and all successors or assignees of either of the Parties. The rights granted under this Agreement are appurtenant, not personal, and shall run in perpetuity with the land.

GRANTOR:

CITY OF OLYMPIA

Approved as to form:

By: _____
Steven R. Hall, City Manager



Deputy City Attorney

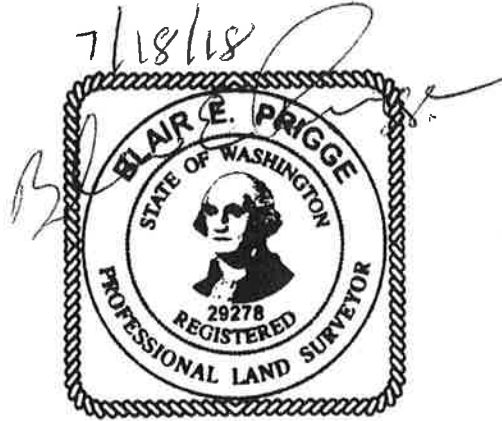
Date: _____

EXHIBIT A
EASEMENT DESCRIPTION

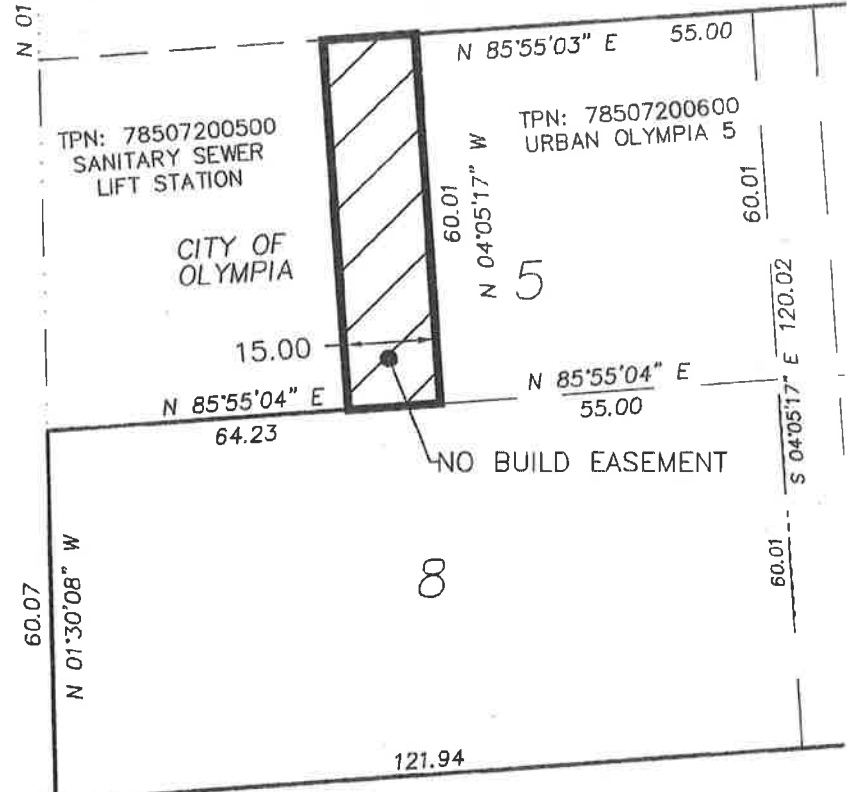
THE WEST 15.00 FEET OF THE EAST 70.00 FEET OF LOT 5 IN BLOCK 72 OF SYLVESTER'S PLAT OF OLYMPIA, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 14, BEING A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 14, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M.,
IN THURSTON COUNTY, WASHINGTON.

CONTAINING 900 SQUARE FEET, MORE OR LESS.

Prepared By: Blair Prigge, PLS
MTN2COAST, LLC
04/17/2018



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 SYLVESTER PLAT
 VOL.1 PG.14 BLK 72



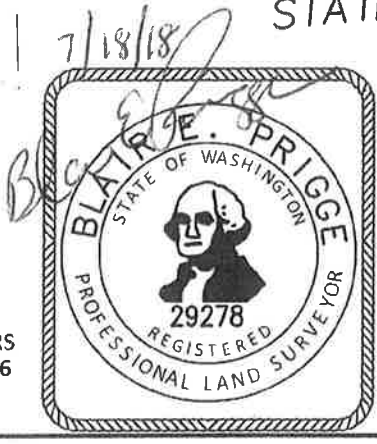
STATE AVE NW

N 85°55'05" E
 310.38

NW 1/4 SW 1/4, SEC 14, T18N, R2W, WM

EXHIBIT B
 NO BUILD EASEMENT


MTN 2 COAST LLC
 PROFESSIONAL LAND SURVEYORS
 2320 MOTTMAN RD SW, STE 106
 TUMWATER, WA 90512
 360.688-1949



JOB NUMBER 17-543
 DATE 04/17/2018
 SCALE 1"=30'