

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

Document Title: LIGHTING AND ACCESS LICENSE AGREEMENT
Grantor(s):
Grantee(s): City of Olympia
Legal Description:
Assessor's Tax Parcel Number:

1. **LICENSE AGREEMENT.** This LIGHTING AND ACCESS LICENSE AGREEMENT (“License”) is between _____, a _____, (“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 _____, records of Thurston County, Washington, Assessor’s Tax Parcel Number _____ (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 necessary for connecting exterior 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 Grantor that the Grantee needs to access to perform alley lighting work. 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.

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 and 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 the City. 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 Grantee'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 lighting 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 or 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__.

Insert Grantor’s Name

Optional: Grantor’s Title- Delete if not needed

Insert Grantor’s Name (if more than one)

Choose one notary acknowledgment depending on the status of the Grantor. Delete the unnecessary acknowledgments.

INDIVIDUAL ACKNOWLEDGMENT – one for each Grantor

STATE OF WASHINGTON)
) ss
County of _____)

On this _____ day of _____, 20__, before me personally appeared _____ to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that ___(he, she, they)___ signed and sealed the same as ___(his, her, their)___ free and voluntary act and deed, for the uses and purposes therein mentioned.

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: _____

CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
County of _____)

On this _____ day of _____, 20____, before me personally appeared _____ to me known to be the _____ (President, Secretary, Treasurer) of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ (he/she is) (they are) 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: _____

LIMITED LIABILITY COMPANY

STATE OF WASHINGTON)
) ss
County of _____)

On this _____ day of _____ 20____, before me personally appeared _____ and _____ to me known to be the _____ of _____ L.L.C., 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) (they are) 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

City Attorney

Date: _____