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 reconnecting 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

- 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.
- 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.
PAULINE SNYDER	
GARY SCHNEIDER	NANCY SNYDER
STATE OF WASHINGTON)) ss.	
County of) ss.	
described in and who executed the foregoing in	SNYDER, to me known to be the individuals
GIVEN under my hand and official seal the da	y 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:	Dorre Viendre Dct
Steven R. Hall, City Manager	City Attorney
Date:	
A LONGON DE LA CORROL L'OFFINE L'OPPENIENTE	

LIGHTING AND ACCESS LICENSE AGREEMENT Page 3 of 3 $\,$

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 reconnecting 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.
- TERM AND OBLIGATION ON TERMINATION. This License shall commence 6. 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.

successors or assignees of either of the Parties. **GRANTOR:** Granted this ____ day of _____, 2015. FOURTH AVENUE GROUP, LLC Signature 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: Approved as to form: Accepted and Approved: CITY OF OLYMPIA Dane Viende DCA
City Attorney Steven R. Hall, City Manager LIGHTING AND ACCESS LICENSE AGREEMENT

SUCCESSORS. This License shall run with the Property and is binding on any and all

8.

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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 reconnecting 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

- 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.
- 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.

GRANTUR:	
Granted this, 2015.	
425 STATE STREET, LLC	
By:Signature	7
ItsTitle	_
STATE OF WASHINGTON) ss.	
County of) ss.	
On this day of 2015, bef	fore me personally appeared to me known to be the
of 425 STATE STR	EET, LLC, a Washington Limited Liability
Company that executed the foregoing instrument, free and voluntary act and deed of said Limited Li therein mentioned, and on oath stated that he/she i	ability Company for the uses and purposes
GIVEN under my hand and official seal the day ar	nd year last above written.
(CEAL)	
(SEAL)	Signature
	Print Name Notary Public in and for the State of
	Washington, residing at:
	My commission expires:
2	
GRANTEE:	
Accepted and Approved: CITY OF OLYMPIA	Approved as to form:
By:	Dome Vienake DCA
Steven R. Hall, City Manager Date:	City Attorney
LIGHTING AND ACCESS LIGHNER ACRES TO	

LIGHTING AND ACCESS LICENSE AGREEMENT Page 3 of 3

Document Title:

LIGHTING AND ACCESS LICENSE AGREEMENT

Grantor(s):

Harris Drygoods Building, LP

Grantee(s): Legal Description: City of Olympia 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 reconnecting 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.
HARRIS DRYGOODS BUILDING, LP	
*	
By:	
By:Signature	<u> </u>
Its	
Title	
STATE OF WASHINGTON)	
\	
County of) ss.	
	115, before me personally appeared
	to me known to be the DRYGOODS BUILDING, LP, a Washington Limited
	trument, and acknowledged said instrument to be the
	ited Partnership for the uses and purposes therein
mentioned, and on oath stated that he/she is	
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:	
GIGHT (TEE)	
Accepted and Approved:	Approved as to form:
CITY OF OLYMPIA	
D. «	Dame Vienable DCA
Steven R. Hall, City Manager	
Steven R. Hall, City Manager	City Attorney
Date:	
LIGHTING AND ACCESS LICENSE AGREEMEN	NT
Page 3 of 3	

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 reconnecting 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

- 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.
- 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	
ItsTitle	- 8
STATE OF WASHINGTON)) ss. County of)	
On this day of 2015, before of MARTIN BU Washington Limited Partnership that executed the said instrument to be the free and voluntary act and uses and purposes therein mentioned, and on oath said instrument.	to me known to be the JILDING LIMITED PARTNERSHIP, a foregoing instrument, and acknowledged d deed of said Limited Partnership for the
GIVEN under my hand and official seal the day an	nd 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	Dorre Vienobe DCA City Attorney
Date:	
LIGHTING AND ACCESS LICENSE AGREEMENT Page 3 of 3	

Document Title:

LIGHTING AND ACCESS LICENSE AGREEMENT

Grantor(s):

Stephen Maddox, Barbara Baker

Granter(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 reconnecting 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

- 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	_·
STEPHEN MADDOX	BARBARA BAKER
STATE OF WASHINGTON)) ss. County of)	
On this day of, 2 MADDOX and BARBARA BAKER, to me	0, before me personally appeared STEPHEN known to be the individuals described in and who lowledged that they signed and sealed the same as a 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:
GRANTEE:	
Accepted and Approved: CITY OF OLYMPIA	Approved as to form:
By:Steven R. Hall, City Manager	Dane Viende Det City Attorney
Date:	

LIGHTING AND ACCESS LICENSE AGREEMENT Page 3 of 3

Document Title:

LIGHTING AND ACCESS LICENSE AGREEMENT

Grantor(s):

Walter L. Kluh & Theresa M. Kluh

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. Kluh & Theresa M. Kluh ("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 reconnecting 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

- 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.

THERESA M. KLUH
x
before me personally appeared WALTER L. to be the individuals described in and who dged that they signed and sealed the same as and purposes therein mentioned. Individuals appeared WALTER L. to be the individuals described in and who dged that they signed and sealed the same as and purposes therein mentioned.
Signature Print Name Notary Public in and for the State of Washington, residing at: My commission expires:
Approved as to form:
Dane Viende DCA City Attorney

LIGHTING AND ACCESS LICENSE AGREEMENT Page 3 of 3 $\,$

Document Title:

LIGHTING AND ACCESS LICENSE AGREEMENT

Grantor(s):

Grantee(s):

Weldon D. Neuschwanger Trust

Legal Description:

City of Olympia SYLVESTER L 6 B 6

Assessor's Tax Parcel Number: 78500600601

- LICENSE AGREEMENT. This LIGHTING AND ACCESS LICENSE AGREEMENT 1. ("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:
- 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").
- GRANT OF LICENSE. Grantor grants to Grantee a License over, under, upon, and 3. across the Property for the purpose of installing and maintaining area lighting for the adjacent alleyway.
- 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 reconnecting 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.
- 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	
WELDON D. NEUSCHWANGER	BARBARA L. NEUSCHWANGER
STATE OF WASHINGTON)	
County of) ss.	
On thisday of20, by WELDON D. NEUSCHWANGER and BARBARA Neuschwanger Family Trust, who executed the forcinstrument to be the free and voluntary act and deed therein mentioned, and on oath stated that they are stated that they are stated that they are stated to the stated to the stated to the stated that they are stated to the s	egoing instrument, and acknowledged said of said Trust, for the uses and purposes authorized to execute said instrument.
GIVEN under my hand and official seal the day and	i 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	Dare Nienske Dcd City Attorney
Date:	

LIGHTING AND ACCESS LICENSE AGREEMENT Page 3 of 3 $\,$

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 OFLICENSE**. 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 reconnecting 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

- 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.
- 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.	
DAUREHOJ COMMERCIAL, LLC	
By:Signature	
Its	
Title	
STATE OF WASHINGTON)) ss.	
County of) ss.	
On this day of 2015, before to m	ore me personally appearede known to be the
of DAUREHOJ COMMERCIAL, Company that executed the foregoing instrument, free and voluntary act and deed of said Limited Li therein mentioned, and on oath stated that he/she i GIVEN under my hand and official seal the day and	and acknowledged said instrument to be the ability Company for the uses and purposes s authorized to execute said instrument.
(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	Dorre Vierske City Attorney
Date:	

LIGHTING AND ACCESS LICENSE AGREEMENT Page 3 of 3 $^{\circ}$

Document Title:

LIGHTING AND ACCESS LICENSE AGREEMENT

Grantor(s):

Phoenix One, LLC City of Olympia

Grantee(s):

Legal Description: LOT 1 BLK 34 & LOT 2 W ½ LESS E1.5F LOT 2 SYLVESTERS

Assessor's Tax Parcel Number: 78503400100

- LICENSE AGREEMENT. This LIGHTING AND ACCESS LICENSE AGREEMENT 1. ("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").
- **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 reconnecting 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.
- TERM AND OBLIGATION ON TERMINATION. This License shall commence 6. 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, 2015.	
PHOENIX ONE, LLC	
By:Signature	
ItsTitle	
STATE OF WASHINGTON) ss.	
County of) ss.	
On this day of 2015, be	fore me personally appeared to me known to be the ONE, LLC, an Oregon Limited Liability
Company that executed the foregoing instrument free and voluntary act and deed of said Limited I therein mentioned, and on oath stated that he/she GIVEN under my hand and official seal the day a	, and acknowledged said instrument to be the iability Company for the uses and purposes is authorized to execute said instrument.
(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:	Darren Vienaber DCA
Steven R. Hall, City Manager	City Attorney
Date:	
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LIGHTING AND ACCESS LICENSE AGREEMENT Page 3 of 3