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| --- | --- |
| After recording return to: | |
| **LICENSE AGREEMENT** | |
| Grantor/Licensor: |  |
| Grantee/Licensee: |  |
| Abbreviated Legal Description: |  |
| Assessor's Property Tax Parcel/Account No.: |  |
| Ref. Nos. of Documents Assigned or Released: | Not applicable |

This License Agreement (hereinafter “Agreement”) is entered into the last day entered below by and between \_\_\_ as Grantor/Licensor (hereinafter “GRANTOR”), and \_\_\_\_ as Grantee/Licensee (hereinafter “GRANTEE”).

RECITALS

GRANTOR is the owner, manager and operator of the private road and related easements appurtenant located within real property identified as \_\_\_ located in Pierce County Washington, known generally under Pierce County Assessor's Parcel Number \_\_\_\_ (hereinafter the "GRANTOR Property"). (See Exhibit A for legal description.)

GRANTEE is the owner in fee simple of three contiguous parcels of real property located in Pierce County, Washington, known under Pierce County Assessor's Parcel Number \_\_\_\_ (hereinafter the "GRANTEE Property"). (See Exhibit A for legal description). The GRANTEE Property is adjacent to the GRANTOR Property.

GRANTOR and GRANTEE wish to enter into an agreement under which GRANTOR will grant GRANTEE a revocable license to use of a portion of the GRANTOR Property for the placement of a gated fence and as a residential landscape buffer.

AGREEMENT

In consideration of the mutual promises and the benefits to be derived therefrom, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Parties hereto covenants and agrees with the other Parties as follows:

Grant of License / Affected Area. GRANTOR hereby grants to GRANTEE an exclusive revocable license to use a portion of the land located on the GRANTOR Property for placement of a gated fence and for landscaping associated with and appurtenant to the GRANTEE Property. Said portion (the “GRANTEE Area”) shall be that portion of GRANTOR’S property in an area bounded as follows:

[INSERT LEGAL]

Consideration. In consideration for the license granted by this Agreement, GRANTEE agrees to pay up to $2,500.00 toward GRANTOR’s costs of construction of a covered culvert along the north side of \_\_\_\_. Such culvert will be constructed in such a manner to reasonably accommodate directed surface drainage from adjacent properties, including the GRANTEE Property. GRANTEE shall pay the $2,500.00 to GRANTOR within five (5) business days of the date that any necessary permit is issued for such culvert or within five (5) business days of the date that GRANTOR notifies GRANTEE that such permit has been issued or that the requirement for such permit has been waived, whichever is later.

Specific Terms of License.

*Specific Improvements to the GRANTEE Area*. As of the date of this Agreement, the Parties anticipate that GRANTEE will install a gated fence on or within the boundaries of the GRANTEE Area and GRANTOR grants permission to GRANTEE to install such a gated fence. GRANTEE shall install the gated fence in a manner that retains a maximum of existing vegetation in the GRANTEE Area and in a manner that does not compromise any soils stability or hillside erosion resistance. Other than vegetative landscaping, GRANTEE shall make no other improvements within the GRANTEE Area without the express written permission of GRANTOR.

*General Conditions for Improvements to the GRANTEE Area*. Any improvements to the GRANTEE Area shall be made in such a manner so as to not interfere with GRANTOR’s use and enjoyment of the unfenced portion of the GRANTEE Area and the remaining portions of the GRANTOR Property. GRANTEE shall not erect any structures within the GRANTEE Area nor shall GRANTEE cause any other improvement to be made to the GRANTEE Area that would constitute, create or expand an “impervious surface” as that term is defined in the Pierce County Code. Any improvements to the GRANTEE Area shall be made in such a manner that complies with the requirements of the Pierce County Code and all other applicable laws, codes and regulations. GRANTEE shall bear all costs of any improvements within the GRANTEE Area that are initiated by GRANTEE.

*Retention of Existing Improvements.* There currently exists a driveway within the GRANTEE Area that provides access between the GRANTOR Property and the GRANTEE Property, along with a sign with the words “\_\_\_\_” within or in the immediate vicinity of the GRANTEE Area. The Parties agree that this Agreement does not control or affect the rights of the Parties regarding the placement and continued existence of the driveway or the sign.

*Revocability.* The Parties acknowledge and agree that the license granted by this Agreement is subject to superior rights for existing utilities and the anticipated need for future road, land and utilities improvements. As such, the Parties recognize and acknowledge that GRANTOR may revoke the license granted by this Agreement, in whole or in part, at any time after execution of this Agreement, so long as such revocation is for any reasonable need or purpose, at GRANTOR’s sole discretion. The Parties understand and agree that GRANTEE will continue to own any non-vegetative materials used by GRANTEE for the improvements to the GRANTEE Area, but that revocation of this Agreement may require that those materials or improvements be removed or relocated. In the event of revocation of this Agreement, GRANTOR will bear the cost of removal of the improvements but GRANTEE will bear the cost of any reinstallation of such improvements in a new location.

*Exclusivity*. The Parties recognize and acknowledge that this license is exclusive to GRANTEE for ingress, egress and landscaping associated with the GRANTEE Property as otherwise described herein, except that neither GRANTOR nor its members, agents, invitees and guests shall be restricted by GRANTEE in any way from using all or a portion of the GRANTEE Area that is not bounded by any fence that GRANTEE may erect within the GRANTEE Area. GRANTOR may enter the GRANTEE Property at any reasonable time for the installation, maintenance and repair of road, land and utilities improvements, consistent with the requirements of paragraph 4 above.

*Portions of GRANTOR Property Unaffected*. Except as may be the subject of further agreement between the Parties regarding the placement of the driveway and sign identified in paragraph 3.a. above, GRANTOR shall not be restricted in any way from improving any portion of the GRANTEE Area that is not bounded by any fence or other barrier that GRANTEE may erect within the GRANTEE Area or from improving any portion of the GRANTOR Property that lies outside the GRANTEE Area.

*Routine Maintenance*. GRANTEE, at GRANTEE’s sole cost and expense, shall maintain the GRANTEE Area, including any driveway, landscaping, plantings and the like, in a good state of repair and maintenance such that the said GRANTEE Area presents an aesthetically pleasing appearance consistent with a quality island residential or camp setting.

*Initiation of Repairs or Improvements*. Any repair or improvements to the GRANTEE Area that are desired by GRANTEE and that are outside the scope specified in this Agreement (including agreements for ongoing repair and improvements) shall be the subject of a written proposal to GRANTOR and shall specify the extent of all such repairs and/or improvements to the GRANTEE Area.

*Access for Maintenance, Repairs and Improvements*. Any person or entity acting on behalf of GRANTOR or any public utility performing maintenance, repairs or improvements to the GRANTEE Area shall be permitted reasonable access to the GRANTEE Area, including but not limited to excavation rights of sufficient depth and width to effect such maintenance, repair and/or improvements, and rights of ingress from and egress to adjacent roads sufficient to safely approach the GRANTEE Area for such work.

*Payment of Costs*. In the absence of any written agreement to the contrary, the party proposing the maintenance, repairs, and/or improvements to the GRANTEE Area shall be responsible for the costs associated therewith, except for those costs occasioned solely by the negligent or otherwise wrongful act or omission by the other party.

General Terms.

*Hold Harmless*. The Parties agree to indemnify and hold each other harmless of and from any and all costs, expenses, claims, demands, obligations, and liabilities, cause or causes of action by reason of or in connection with use of the GRANTEE Area by the indemnifying party, except for such matters caused solely by the other party’s negligence or wrongful conduct. This provision shall include the obligation to pay the other party’s reasonable legal expenses and costs incurred in connection with the settlement, trial or appeal of any such matter wherein the other party must defend against any such claim, demand or cause of action.

*Benefits and Burdens to Run with the Land*. To the extent permitted by law, this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the Parties herein and shall constitute covenants running with the lands described in the Recitals above.

*Entire Agreement*. This document constitutes the entire agreement between the parties hereto with respect to the matters contained herein. The Parties are not relying upon any oral agreements, understandings or representations apart from those contained and reflected in this Agreement. If the provisions of this Agreement conflict with any other documents executed pursuant hereto, the provisions of this Agreement shall control.

*Modifications*. Except as expressly provided for herein, this Agreement may not be amended, altered, modified or changed in any respect whatsoever except in a writing signed by each party hereto. Any modifications, supplements, amendments or terminations must be in writing and signed by all parties to this Agreement.

*Severability*.  If any provision of this Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the validity of the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Agreement shall be construed and enforced as if such invalid provisions had never been inserted in the Agreement.

*Assignment*. GRANTEE may assign this Agreement only as part of a conveyance of any portion of the GRANTEE Property that is adjacent to the GRANTEE Area to a new owner in fee simple. GRANTEE may not otherwise assign this Agreement, or any part hereof, without the prior written consent of GRANTOR. Any such assignment made without said consent shall be void and unenforceable.

*Non-Assignment*. The undersigneds have not sold, assigned, conveyed, or otherwise transferred to any persons or entities any interest in this Agreement that they had, now have, or may claim to have in the future.

*Dispute Resolution*.  If it becomes necessary for one party to commence an action against the other party for failure to abide by any of the terms of this Agreement, the prevailing party in such action shall be entitled to recover all costs, including reasonable attorneys' fees, associated with the action. Such relief is in addition to any other relief that may be awarded to the prevailing party. This Agreement shall be governed and construed in accordance with the laws of the state of Washington, and venue shall be in Pierce County, Washington.

*Headings*.  The paragraph and section headings in this Agreement are included to facilitate reference only, do not form any part of this Agreement, and shall not in any way affect the interpretation hereof.

*Counterparts*.  This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*Authority to Contract*. The undersigneds warrant that they have the authority to execute this document on behalf of the parties identified below.

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| --- | --- |
| GRANTOR/LICENSOR:  GRANTOR  GRANTOR Date | GRANTEE/LICENSEE:  GRANTEE Date |

Insert Notary Public Acknowledgments

**EXHIBIT A**

**GRANTOR Property:**

Pierce County Assessor's Parcel Number: \_\_\_\_

Address: (various) private roads and common areas located in Pierce County, Washington

Legal Description:

\_\_\_\_

**GRANTEE Property:**

Pierce County Assessor's Parcel Numbers: \_\_\_\_

Address: \_\_\_\_

Legal Description:

\_\_\_\_