

When recorded return to:  
City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501

## REAL ESTATE CONTRACT

### PART I. Specific Terms

#### A. PARTIES, PROPERTY, AND PURCHASE PRICE

Date:	<u>September 1, 2025</u>
Seller:	<u>LOTT Clean Water Alliance</u>
Seller's Address:	<u>500 Adams Street SE</u> <u>Olympia, WA 98501</u>
Purchaser:	<u>City of Tumwater</u>
Purchaser's Address:	<u>555 Israel Road SW</u> <u>Tumwater, WA 98501</u>
Real Property Legal Description:	<u>As defined by Exhibit A.</u>
Abbreviated Legal Description(s):	<u><b>09470003000:</b> Section 26/35 Township 18 Range 2W Quarter S2 SW/N2 NW Donation Land Claim HAYS, S #60 DLC BLA057481TW TR PTN B Document 3721999 LESS PTN PER COURT CAUSE 06-2- 00310-9 BEG MOST SLY &amp;</u> <u><b>09470021000:</b> S HAYS DC COM AT PT W OF SW COR WALKER DC W OF W B DY HW</u> <u><b>09470045000:</b> Section 26 / 35 Township 18 / 18 Range 2W / 2W Quarter SW / NW BLA110945TW TR B Document 4242138</u>
Tax Parcel Number(s):	<u>09470003000, 09470021000, 09470045000</u>
Personal Property:	<u>None.</u>
Form of Deed:	<u>Statutory Warranty Deed</u>
Title Exceptions (include leases):	<u>None.</u>
<b>TOTAL PURCHASE PRICE:</b>	<u><b>\$3,192,670.00</b></u>

## B. TERMS OF DEFERRED AMOUNT TO BE PAID TO SELLER

Interest Rate:	3%
Interest Beginning Date:	September 1, 2025
Installment Periods:	Annual
First Installment Date:	September 1, 2025
Installment Amounts:	\$572,193.11
Final Payment Date:	9/1/2030
Default Rate:	None.
Late Charge:	None.
Prepayment Provisions:	Purchaser may prepay with no penalty.
	LOTT Clean Water Alliance
Address to Which Installment Amounts are to be Sent:	500 Adams Street SE
	Olympia, WA 98501

## C. TERMS OF PRIOR ENCUMBERANCES.

No prior encumbrance exists for the properties under this agreement.

## PART II. GENERAL TERMS

- A. **AGREEMENT OF SALE.** The Seller agrees to sell and the Purchaser agrees to purchase all that certain Real Property and Personal Property described in this contract and all of the Seller's improvements, fixtures, timber, and crops currently and hereafter located thereon (herein collectively the "Property"), subject to the Title Exceptions listed in the Specific Terms hereof so listed which are not required to be discharged by the Seller prior to or at the time of the delivery of the Statutory Warranty Deed to the Purchaser, and to any rights, titles, estates, leases, encumbrances, and other interests suffered or created by the Purchaser, all for the considerations and subject to the terms, covenants, and conditions herein contained.
- B. **PURCHASE PRICE.** The Purchaser agrees to pay the Purchase Price to the order of the Seller in the manner set forth in the Specific Terms. The deferred portion of the Purchase Price which the Purchaser is to pay to the Seller shall be paid in Installment Amounts, commencing on the First Installment Date and continuing on the same day of each Installment Period thereafter until the Final Payment Date, at which time all outstanding principal and unpaid interest, shall be due. Each payment of the Installment Amounts shall be first applied against the interest, and secondly against the principal then due to the Seller. Interest shall commence on the date set forth in Specific Terms under Paragraph I(B) and continue to accrue until the Seller receives the full Purchase Price. At any time during the term of this contract, the Seller or the Purchaser shall

have the right to require that all subsequent payments of Installment Amounts be made through an escrow or collection account, the costs of which shall be borne by the requesting party unless otherwise agreed. Table 1, below, defines the payment schedule for the property.

Table 1: PAYMENT SCHEDULE FOR DECHUTES VALLEY PROPERTY PURCHASE

<b>Date</b>	<b>Payment</b>	<b>Principal</b>	<b>Interest</b>	<b>Outstanding Balance</b>
				\$ 3,192,670.00
Closing	\$ 572,193.11	\$ 572,193.11		\$ 2,620,476.89
09/01/2026	\$ 572,193.11	\$ 493,578.80	\$ 78,614.31	\$ 2,126,898.09
09/01/2027	\$ 572,193.11	\$ 508,386.17	\$ 63,806.94	\$ 1,618,511.92
09/01/2028	\$ 572,193.11	\$ 523,637.75	\$ 48,555.36	\$ 1,094,874.17
09/01/2029	\$ 572,193.11	\$ 539,346.88	\$ 32,846.23	\$ 555,527.29
09/01/2030	\$ 572,193.11	\$ 555,527.29	\$ 16,665.82	\$ -
<b>Totals</b>	<b>\$ 3,433,158.65</b>	<b>\$ 3,192,670.00</b>	<b>\$ 240,488.65</b>	

- A. **INTEREST ON LATE PAYMENTS.** In the event the Purchaser fails to make any payment in accordance with the schedule set forth in Table 1, interest shall accrue on the full amount of the missed payment at a per diem rate of 0.00821% until such payment is made. This per diem interest shall be added to the outstanding balance. Future installment payments may be adjusted at the Seller's sole discretion to ensure that the full amount, including any per diem interest on late payments, is paid in full no later than June 1, 2030.
- B. **PREPAYMENTS.** If Prepayment is permitted, the Purchaser may prepay the entire amount remaining at any time, so long as any interest accrued to the date of prepayment is included.
- C. **RETENTION OF TITLE AND SECURITY.** Except as otherwise provided herein, the Seller's title to the Property shall remain in the Seller until the Purchaser receives delivery of the Statutory Warranty Deed.
- D. **FUTURE EASEMENT(S).** Purchaser agrees to provide Seller an easement, or easements, across the Property as necessary for the Seller to continue providing services to the City of Tumwater.
  - a. The location of any easement(s) considered under this agreement shall be determined in consultation with City of Tumwater staff and defined by standard agreement processes.
  - b. Legal, permitting, engineering, and administrative costs for the easement(s) are the sole responsibility of the Seller; however, the Purchaser waives any fees for right-of-way acquisition across the Property under this agreement.
- E. **POSSESSION.** From and after the date of this contract, the Purchaser may enter upon and take possession of the Property and, irrespective of the assignments and security interests granted in this contract, enjoy the use, rents (to the extent permitted to be collected herein), issues, and profits thereof so long as such rights have not been affected by the exercise of any remedy of the Seller.

- F. **TAXES AND ASSESSMENTS.** In addition to the payments herein above provided for, the Purchaser shall pay all real and personal property taxes, all general and special assessments, and all other charges of whatsoever kind or nature levied or assessed by any lawful authority upon or against the Property or the use thereof to the extent the same or any installments thereof are attributable to the period following the date of this contract. The prorated portion of said taxes, assessments, and charges which are attributable to any period prior to the date of this contract, excluding taxes for such period assessed because of the reclassification of the use of the Property by the Purchaser or any successors of the Purchaser, shall be paid by the Seller. Said periods shall be determined by reference to the year in which the taxes, assessments, and charges are required to be paid. Either party shall have the right to contest in good faith any tax or assessment which may have been or is hereafter levied against the Property or any portion thereof so long as no portion of the Property is threatened with any tax forfeiture or sale as the result of such contest. So long as such contest is pursued in good faith, the nonpayment of the amounts in dispute shall not constitute a default under this contract or afford the Seller the right to require tax reserve payments.
- G. **INDEMNIFICATION.** The Purchaser shall and hereby covenants and agrees to indemnify and hold the Seller harmless for any losses, damages, costs, claims, and liabilities, including attorney's fees, caused by any negligent, reckless or intentional act of, or negligent or reckless failure to act by the Purchaser, or any of its agents, servants, employees, independent contractors, invitees, or licensees on, about, or with respect to the Property, and for any breach of this contract by the Purchaser or any of such persons, and this covenant of indemnification shall survive the delivery of the Seller's deed to the Purchaser. Damage to or destruction of the Property or any portion thereof shall not constitute a failure of consideration or provide a basis for the rescission of this contract, nor shall such circumstances relieve the Purchaser of its obligation to pay the remaining Installment Amounts when due.
- H. **UTILITIES.** The Purchaser shall pay for the cost of all electric, power, gas, sewer, water, telephone, cable television, refuse disposal service, and any and all other utilities furnished to or used or consumed in, on, or about the Property by the Purchaser or by any person following the date of this contract, and Purchaser shall contract for the same solely in its own name. Any such services used prior to the date hereof by any person other than the Purchaser shall be the responsibility of the Seller.
- I. **CONDITION OF PROPERTY.** Except as may be otherwise provided herein or in any written agreement between the parties hereto which is intended to survive the execution of this contract, the Purchaser hereby accepts the Property in the condition existing on the date of this contract and confirms that neither the Seller nor any agent or representative of the Seller has given or made any warranty or representation whatsoever concerning the physical condition thereof or the uses or purposes to which the same may now or hereafter be placed.
- J. **MITIGATION FUNDS.** Seller and Purchaser acknowledge the historical industrial uses of the Property and agree that some additional environmental remediation may be required at a future date, in excess of that considered part of the purchase. The Parties have conducted multiple assessments to identify areas of the Property that may require future environmental remediation.
- a. **Environmental Mitigation Funds.** Seller agrees to set aside Three Hundred Thousand and no/100 Dollars (\$300,000.00) as a "Cleanup Fund" to reimburse the Purchaser for its costs incurred in efforts of general environmental remediation of the Property.
  - b. **Building Mitigation Funds.** Seller agrees to set aside Two Hundred Twenty-Five Thousand and no/100 Dollars (\$225,000) as a demolition contingency fund for the

removal of the "Boiler House" in the event removal exceeds \$645,330.00.

- c. Reimbursement will only be made for costs incurred on or before December 31, 2030. Requests for Reimbursement from these funds must be made by June 30, 2031, and include documentation evidencing the work performed and associated costs to be reimbursed, with sufficient detail to allow Seller to verify the accuracy of the information.
  - d. Purchaser shall inform the Seller prior to performing mitigation activities that the Purchaser will be seeking reimbursement, and shall make available upon Seller's request, all information related to the need and estimated project scope, cost, and schedule.
  - e. When work is agreed upon by the parties, the Purchaser shall complete the work, and Seller shall reimburse costs within 45 days of receiving the Request for Reimbursement from Purchaser.
- K. **RISK OF LOSS.** The Purchaser shall bear the risk of loss for the complete or partial destruction of the Property after the date of this contract. No loss, damage, or destruction of all or part of the Property shall constitute a failure of consideration or a basis for the rescission of this contract.
- L. **MAINTENANCE AND INSPECTION.** The Purchaser shall keep and maintain the Property in good repair and shall not commit or suffer to be committed any waste or other willful damage to or destruction of the Property or any portion thereof.
- M. **COMPLIANCE WITH LAWS AND RESTRICTIONS.** The Purchaser shall faithfully observe, perform, and comply with all laws, ordinances, rules, and regulations of every governmental authority affecting the Property and the use thereof and activities thereon.
- N. **PURCHASER'S DEFAULT.** The Purchaser shall be in default under this contract if it: (a) fails to observe or perform any term, covenant, or condition herein set forth; (b) fails or neglects to make any payment of principal or interest or any other amount required to be discharged by the Purchaser precisely when obligated to do so.
- O. **SELLER'S REMEDIES.** In the event the Purchaser defaults under this contract the Seller may, at its election, take the following courses of action:
- a. **Suit for Delinquencies.** The Seller may institute suit for any Installment Amounts or other sums due and payable under this contract as of the date of the judgment and any sums which have been advanced by the Seller as of said date pursuant to the provisions of this contract, and any other damages incurred by the Seller which are caused by the Purchaser's failure to comply with any provision or agreement herein; together with interest on all of said amounts at the Default Rate from the date each such amount was advanced or due, as the case may be, to and including the date of collection;
  - b. **Specific Performance.** The Seller may institute suit to specifically enforce any of the Purchaser's covenants hereunder, and the same may include redress by mandatory or prohibitive injunction;
- P. **PURCHASER'S REMEDIES.** In the event the Seller defaults under this contract and such default continues for 15 days after the Purchaser gives the Seller written notice specifying the nature thereof and the acts required to cure the same, the Purchaser shall have the right to specifically enforce this contract, institute suit for its damages caused by such default, or pursue any other remedy which may be available to the Purchaser at law or in equity.

- Q. **WAIVERS.** No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for any other existing or subsequent defaults of the same or a different nature or for breach of any other term, covenant, or condition hereof.
- R. **COSTS AND ATTORNEYS' FEES.** In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' costs and fees.
- S. **NOTICES.** Subject to the requirements of any applicable statute, any notices required or permitted by law or under this contract shall be in writing and shall be personally delivered or sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth in the Specific Terms of this contract. Either party may change such address for notice and, if payments are not made to an escrow or collection account, the Seller may change the address for payments, by designating the same to the other party hereto in the manner herein above set forth and by causing a copy of such change to be properly recorded. All notices which are so addressed and paid for shall be deemed effective when personally delivered or, if mailed, on the date of the deposit thereof in the US mail and irrespective of actual receipt of such notice by the addressee.
- T. **TIME OF PERFORMANCE.** Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.
- U. **PARAGRAPH HEADINGS.** The word or words appearing at the commencement of paragraphs and subparagraphs of this contract are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging, or restricting the language or meaning of those paragraphs or subparagraphs.
- V. **GENDER AND NUMBER.** The use of any gender or neutral term shall include all genders, and the use of any number shall be construed as singular or plural, as the case may require. The terms "Purchaser" and "Seller" refer to either the singular or the plural.
- W. **DEFINITIONS.** As used herein the term "Property" means all of the estate, right, title, and interest currently held and hereafter acquired by the Seller in and to the Real Property and Personal Property described herein and the rights, easements, privileges, and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, together with all timber and crops thereon and any repairs, improvements, replacements, and additions thereto whether made, erected, or constructed by the Seller or the Purchaser prior to or subsequent to the date hereof. All capitalized terms in this contract shall have the meanings ascribed herein or set forth opposite the same in the Specific Terms of this contract. References to the Statutory Warranty Deed or fulfillment deed herein shall include assignments of a vendee's interest under a prior real estate contract, provided, however, any form of conveyance shall contain the warranties to which the Purchaser is entitled under this contract or other agreement with the Seller.
- X. **INVALIDITY.** In the event any portion of this contract should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this contract are thereby defeated. The intention of the Seller is to charge the Purchaser a lawful rate of

interest, and in the event it is determined by any court of competent jurisdiction that any rate herein provided for exceeds the maximum permitted by law for a transaction of the character evidenced by these presents, the amounts so determined to be above the legal rate shall be applied against the last installments of principal due hereunder or, if such principal has been paid, or otherwise at the discretion of the then holder of this contract, said excess shall be refunded to the Purchaser on demand without interest, and the interest rates specified hereunder shall be reduced to the maximum rate then permitted by law for the type of transaction to which this contract pertains.

- Y. **LEGAL RELATIONSHIPS.** The parties to this contract execute the same solely as a seller and a purchaser. No partnership, joint venture, or joint undertaking shall be construed from these presents, and, except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants, and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to benefit by this contract.
- Z. **APPLICABLE LAW.** This contract shall be governed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought to interpret or enforce any provision of this contract shall be laid in the county in which the Real Property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.
- AA. **ENTIRE AGREEMENT.** This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supersedes all their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Seller nor the Purchaser shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Seller and the Purchaser after the date hereof.

THE SELLER AND THE PURCHASER HEREBY AGREE TO THE TERMS HEREIN ABOVE SET FORTH AND THE COVENANTS AND CONDITIONS CONTAINED IN THE GENERAL TERMS, ALL OF WHICH ARE INCORPORATED BY THIS REFERENCE. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE SPECIFIC TERMS (INCLUDING ANY EXHIBITS ATTACHED) AND THE GENERAL TERMS, THE FORMER SHALL CONTROL.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this agreement as of the date first above stated.

SELLER

PURCHASER

\_\_\_\_\_  
Matthew J. Kennelly, Executive Director  
LOTT Clean Water Alliance

\_\_\_\_\_  
Debbie Sullivan, Mayor  
City of Tumwater

SELLER NOTARY

State of \_\_\_\_\_

County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Notary Public in and for the State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

PURCHASER NOTARY

State of \_\_\_\_\_

County of \_\_\_\_\_

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature)  
Notary Public in and for the State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



**EXHIBIT A  
LEGAL DESCRIPTION**

NEW BOUNDARY LINE ADJUSTMENT PARCEL  
(EAST SIDE OF RAILROAD)

PARCEL 2 OF SHORT SUBDIVISION NUMBER SS-7126, AS RECORDED AUGUST 23, 1984, UNDER RECORDING NUMBER 8408230087;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF TUMWATER FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBERS 9401130204 AND 3225387;

ALSO EXCEPTING THEREFROM THAT PORTION. CONDEMNED BY THE CITY OF OLYMPIA, CITY OF LACEY AND THE CITY OF TUMWATER BY JUDGMENT AND DECREE OF APPROPRIATION ENTERED DECEMBER 19, 2008 IN THURSTON COUNTY SUPERIOR COURT CAUSE NO. 06-2-00310-9;

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 ON THE EASTERLY RIGHT-OF-WAY MARGIN OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 88°22'19" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL, 481.30 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE LEAVING SAID NORTHERLY LINE SOUTH 22°08'29" WEST 848.57 FEET TO THE EASTERLY RIGHT-OF-WAY MARGIN OF THE UNION PACIFIC RAILROAD; THENCE NORTH 14°43'38" WEST, ALONG SAID EASTERLY MARGIN, 104.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS. OF 7070.00 FEET; THENCE NORTHERLY ALONG THE ARC OF THE CURVE AND SAID EASTERLY MARGIN 108.38 FEET THROUGH A CENTRAL ANGLE OF 00°52'42" THENCE NORTH 76°09'04" EAST, ALONG SAID EASTERLY MARGIN, 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST FROM WHENCE THE CENTER POINT BEARS NORTH 76°09'04" EAST 7050.00 FEET DISTANT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY MARGIN 256.69 FEET THROUGH A CENTRAL ANGLE OF 02°05'10"; THENCE NORTH 11°45'46" WEST, ALONG SAID EASTERLY MARGIN, 345.50 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION,

TOGETHER WITH THAT PORTION OF S. HAYS DONATION LAND CLAIM NO. 60, SECTION 35, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 720 FEET WEST OF THE POINT ON THE WEST LINE OF THE RIGHT-OF-WAY OF SECONDARY STATE HIGHWAY NUMBER 5-I (NOW CLEVELAND AVENUE), SAID POINT BEING DUE WEST FROM THE SOUTHWEST CORNER OF THE ft M. WALKER DONATION LAND CLAIM NUMBER 3, SAID TOWNSHIP AND RANGE; THENCE WEST 497.66 FEET, MORE OR LESS, TO A CONCRETE MONUMENT SET ON THE EAST LINE OF THE RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD (OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY); THENCE NORTHERLY ALONG THE EAST LINE OF SAID RIGHT-OF-WAY 257.1 FEET, MORE OR LESS, TO A CONCRETE MONUMENT; THENCE EAST 541.9 FEET, MORE OR LESS, TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 221.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION;

ALSO TOGETHER WITH THAT PORTION OF THE S. HAYS DONATION LAND CLAIM NO. 60, SECTION 26, TOWNSHIP 18 NORTH, RANGE 2 WEST OF THE WM.,  
REAL ESTATE CONTRACT – DESCHUTES VALLEY PROPERTIES

WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2 OF SHORT SUBDIVISION NO. SS-7126 ON THE EASTERLY RIGHT-OF-WAY MARGIN OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 88°22'19" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL, 481.30 FEET TO AN ANGLE POINT IN SAID LINE AND THE POINT OF BEGINNING; THENCE SOUTH 60°48'09" EAST, ALONG SAID NORTHERLY LINE, 492.18 FEET; THENCE NORTH 73°41'51" EAST, ALONG SAID NORTHERLY LINE 249.35 FEET TO THE WESTERLY RIGHT-OF-WAY MARGIN OF CLEVELAND AVENUE; THENCE NORTH 34°27'26" WEST, ALONG SAID WESTERLY MARGIN, 179.73 FEET; THENCE SOUTH 55°32'34" WEST, ALONG SAID WESTERLY MARGIN, 5.00 FEET; THENCE NORTH 34°27'26" WEST, ALONG SAID WESTERLY MARGIN, 642.65 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST; THENCE LEAVING SAID WESTERLY MARGIN SOUTH 56°43'56" WEST 320.67 FEET; THENCE SOUTH 11°45'46" EAST 336.32 TO SAID NORTHERLY LINE OF PARCEL 2 AT THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

THURSTON COUNTY, WASHINGTON

EXISTING PARCEL  
(ALONG THE RIVER ON THE WEST SIDE OF RAILROAD)

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA. 05-7481 TW, AS  
RECORDED APRIL 7, 2005 UNDER AUDITORS FILE NO. 3721999

EXCEPTING THEREFROM THAT PORTION CONDEMNED BY THE CITY OF OLYMPIA, CITY OF LACY AND CITY OF TUMWATER BY JUDGMENT AND DECREE OF APPROPRIATION AND ENTERED DECEMBER 19, 2008 IN THURSTON COUNTY SUPERIOR COURT CAUSE NO, 06-00310-9.

THURSTON COUNTY, WASHINGTON

TAX ACCOUNT NO(S).:

09470045000 / 09470047000 / 0947003000