

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Contract") is made as of July _____, 2016, by and between **MICHAEL L. WIRTH**, a married man, as his sole and separate property, **MICHAEL L. WIRTH, as Trustee** of the A. WIRTH FAMILY TRUST, as their interest appears of record, dated September 3, 1992, co-owner of an undivided 3/8 interest in the real property, **CHAD BOWMAN**, as his separate estate, co-owner of an undivided 1/4 interest in the real property, and **ELIZABETH ISELIN**, as her separate estate, co-owner of an undivided 3/8 interest in the real property ("Sellers"), and the **CITY OF OLYMPIA**, a municipal corporation organized under the laws of the State of Washington ("Buyer"), and together with Sellers, known as the "Parties". The Parties acknowledge that the date of this Contract above is for reference only; this Contract shall not be effective until the Effective Date (as defined in Section 17.15 below).

RECITALS

- A. Sellers are the owners of that certain real property located in the City of Olympia, Thurston County, Washington, consisting of approximately 1.4 acres, more or less, and legally described on Exhibit A-1 attached to this Contract (the "Property").
- B. Buyer previously determined that the Property was suitable for a public park for recreation and open space purposes.
- C. A sketch of the Property is attached hereto as Exhibit A-2.
- D. The Parties enter into this Contract to memorialize the terms and conditions under which Sellers will sell the Property to Buyer.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Property. Subject to the terms and conditions of this Contract, Sellers agree to sell and convey to Buyer, and Buyer agrees to purchase from Sellers, the following:

1.1 Land. The approximately 1.4 acres, more or less, constituting the Property legally described on Exhibit A-1 to this Contract and generally shown on a sketch attached as Exhibit A-2 to this Contract. The Property includes all right, title, and interest of Sellers in and to the Land.

1.2 Appurtenances. All rights, privileges, and easements appurtenant to the Land owned by Sellers, including without limitation any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the Land (the "Appurtenances").

1.3 Recitals. The Recitals set forth above are hereby incorporated by reference into this Contract as if set forth in full herein.

The Land and Appurtenances described in Section 1 above are collectively referred to in this Contract as the "Property."

2. **Escrow.** Within three (3) business days of the Effective Date of this Contract, the Parties shall open an escrow account, or confirm that an escrow account has already been opened, for the transaction contemplated by this Contract with Stewart Title Company (in such capacity, "Escrow Company"), 300 Deschutes Way SW, Tumwater, Washington 98501. Kelly Weaver of Escrow Company will serve as escrow agent for Closing of this Contract ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Contract to Escrow Agent.

3. **Purchase Price.** The purchase price to be paid by Buyer to Sellers for the Property (the "Purchase Price") is NINETY-SEVEN THOUSAND NINE-HUNDRED FIFTY-FIVE DOLLARS AND NO/100 CENTS (\$97,955.00).

4. **Payment of Purchase Price.** On the Closing Date, Buyer shall deposit with Escrow Company the amount of the Purchase Price less any amounts to be credited against the Purchase Price pursuant to this Contract. The balance of the Purchase Price shall be paid to Sellers at the time of Closing by wire transfer, or by certified, cashier's, treasurer's or bank check(s) based on Sellers' instruction to the Escrow Agent.

5. **Closing Date.** The closing of the purchase and sale of the Property under this Contract (the "Closing") shall be held at or through the offices of the Escrow Company on a date that is mutually acceptable to the Parties no later than thirty (30) days after the Effective Date (the "Closing Date"). Closing shall occur when the Deed (as hereinafter defined) to Buyer is recorded and the Purchase Price is delivered to the Escrow Company for delivery to Sellers. Notwithstanding anything above to the contrary, in all events, the Closing must occur on or before August 30, 2016.

6. **Title and Survey Matters.**

6.1 Title Binder. The Parties acknowledge that Buyer previously ordered and reviewed a preliminary commitment for an ALTA owner's standard coverage title insurance policy issued by Stewart Title Company (in such capacity, "Title Company") under File No. 01148-56215, dated April 22, 2016, describing the Property and showing all title matters of record pertaining to the Property. Immediately after the mutual execution of this Contract by the Parties, Buyer shall obtain from Title Company a written supplemental report to such preliminary commitment, in a form acceptable to Buyer, updating the preliminary commitment. Such preliminary commitment, supplemental reports and legible copies of all documents referred to in such preliminary commitment and supplemental reports as conditions or exceptions to title to the Property are collectively referred to herein as the "Title Binder." Nothing herein shall be construed as imposing any cost obligation upon Sellers.

6.2 Title Review. Within seven (7) business days, excluding weekends and holidays, after Buyer's receipt of the updated Title Binder ("Title Review Period"), Buyer shall

review the updated Title Binder, and, shall notify Sellers what exceptions to title, if any, are unacceptable. Any exceptions that are not disapproved by Buyer in writing during the Title Review Period shall all constitute "Permitted Exceptions" under this Contract. If no title matters appear in the updated Title Binder since the initial preliminary commitment, then the Parties shall proceed to Closing as set forth in this Contract. If any title matters appear and Buyer objects to any of the same during the Title Review Period, then Sellers shall have three (3) business days after receiving Buyer's objection notice to notify Buyer if Sellers will remove any of the new exceptions objected to prior to the Closing Date or if Sellers elect not to remove such objected to exceptions. Failure of Sellers to timely respond shall be deemed an election not to cure or remove such objected to exceptions. If Sellers elect not to remove any exceptions objected to, or are deemed to have elected not to remove any exceptions, or if Sellers agree to remove any objected to exceptions and fail to remove the same from title prior to Closing, and Buyer is unwilling to take title subject thereto, then Buyer shall notify Sellers thereof before Closing and this Contract shall terminate. In the event of termination under this paragraph, the Contract will terminate in full, and neither Sellers nor Buyer shall thereafter have any further liability or obligation under this Contract. Sellers shall not be required to incur any expense in order to render their title marketable or to remove any matter disapproved by Buyer; provided that, Sellers shall not refuse to remove any disapproved item that involves only payment of a monetary obligation of Sellers' secured by a lien or other encumbrance on the Land. Further, in all events, Sellers agree to cause removal from the Title Binder or otherwise reconvey any interest as may be necessary, as set forth under Special Exceptions Nos. 3 through 6 of the Title Binder prior to Closing, as set forth below.

6.3 Title Policy. At Closing, Sellers and Buyer shall cause Title Company to issue an Owner's standard coverage title insurance policy ("Title Policy") to Buyer, at Sellers' cost. The Title Policy shall (a) be issued in the amount of the total Purchase Price and insure fee simple, indefeasible title to the Property in Buyer, subject only to the Permitted Exceptions and the standard printed exceptions. The Title Policy may contain endorsements as Buyer may require; provided that Buyer shall be solely responsible for all additional costs and requirements to obtain such endorsements.

7. Conditions to Buyer's Obligations.

7.1 Confirmation of Property Condition. Until Closing, for the sole purpose of confirming that no aspect of the Property materially and adversely changes from the condition of the Property on the Effective Date of this Contract, Buyer and its employees, representatives, consultants and agents shall have the right and permission to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Property that Buyer may wish to undertake, including, without limitation, soils tests, toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters; provided, however, that Buyer shall schedule all access to the Property in advance with Sellers and shall be required to obtain Sellers' written consent prior to conducting any invasive testing. Buyer shall further indemnify, defend and hold harmless Sellers from and against any mechanic's or other liens or claims, causes of action, costs, expenses, or liabilities that may be filed or asserted against the Property or Sellers arising out of or relating to any actions taken by Buyer or its employees, agents, consultants or representatives in connection with the Property. To the extent necessary, Buyer shall reasonably

restore the Property at its sole cost and expense to its condition immediately prior to any access or testing by Buyer or its employees, agents, consultants and representatives.

7.2 Additional Closing Conditions. Buyer's obligation to purchase the Property shall also be subject to the following conditions that must be satisfied as of Closing:

(i) All representations and warranties of Sellers contained in this Contract shall be true, accurate and complete as of the Effective Date and the Closing Date;

(ii) Sellers shall have performed all obligations to be performed by them under this Contract on or before the Closing Date (or, if earlier, on or before any other date set forth in this Contract for such performance);

(iii) At Closing, title to the Property shall be in the condition required by Section 6 of this Contract;

(iv) Escrow Agent shall have issued or be irrevocably committed to issuing the Title Policy to Buyer; and

(iv) At Closing, the physical condition and forest cover of the Property shall be substantially the same as on the Effective Date of this Contract, ordinary wear and tear excepted.

If the conditions set forth in this Section 7.2 are not satisfied as of the Closing Date and Buyer does not waive the same, Buyer or Sellers may terminate this Contract by written notice given to the other Party, and thereafter neither Buyer nor Sellers shall have any further liability one to the other under this Contract.

8. Representations.

8.1 By Sellers. Sellers represent and warrant the following to Buyer: (a) Sellers are the owners of undivided interests in the Property; (b) Sellers have all necessary power and authority to enter into this Contract; and (c) this Contract constitutes the legal, valid, binding and enforceable obligation of Sellers.

8.2 By Buyer. Buyer represents and warrants the following to Sellers: (a) Buyer is a municipal corporation organized under the laws of the State of Washington; (b) the person executing this Contract below has the necessary power and authority to enter into this Contract and to bind Buyer; (c) prior to executing this Contract, this Contract was approved by all necessary action of the Olympia City Council and all other actions have been taken as may be required under any laws applicable to the City of Olympia's power and authority to carry out its obligations under this Contract; and (d) this Contract constitutes the legal, valid, binding and enforceable obligation of Buyer. If any of Buyer's representations or warranties are not true and

complete as of the Effective Date and again at Closing, Sellers shall have the right to terminate this Contract.

9. Sellers Provision of Further Information. From the Effective Date to the Closing Date, Sellers will notify Buyer of any event of which Sellers become aware materially affecting the Property or any part thereof immediately upon learning of the occurrence of any such event.

10. Further Closing Procedures.

10.1 Time and Place. Provided that all the contingencies set forth in this Contract have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Section 5 of this Contract above.

10.2 Documents to be Delivered by Sellers. For and in consideration of, and as a condition precedent to, the payment to Sellers of the Purchase Price, Sellers shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) A statutory warranty deed ("Deed"), substantially in the form attached as Exhibit B, conveying to Buyer title to the Property, free and clear of all liens, encumbrances, conditions, easements, assignments, and restrictions, except for the Permitted Exceptions and except for a general exception for matters that an accurate survey of the Property would reveal (unless Buyer performed a survey of the Property and submits the same to Title Company, in which case such general exception shall be revised to show those matters disclosed by Buyer's survey).

(ii) Such other documents, including, without limitation, certificates of good standing as shall be reasonably required by the Title Company or Escrow Company (at no cost or additional liability to Sellers) as a condition to its insuring Buyer's title to the Land free of any exceptions, other than the Permitted Exceptions.

(iii) Such evidence as the Title Company or Escrow Company shall require as to authority of Sellers, individually or collectively, to convey the Property to Buyer.

10.3 Delivery by Buyer. Buyer shall deliver the Purchase Price to Sellers at Closing, a copy of the resolution or minutes authorizing the acquisition of the Property by the Olympia City Council, and any other documents reasonably requested by Title Company or Escrow Company to close the purchase of the Property contemplated under this Contract.

11. Payment of Costs. Sellers and Buyer shall pay their own respective costs incurred with respect to the consummation of the purchase and sale of the Property including, without limitation, attorneys' fees. Notwithstanding the foregoing, Sellers shall pay the premium for the Owner's Title Policy to be issued by Title Company to Buyer, the fee to record the Deed, and one-half the escrow fee. Sellers shall pay any excise tax due upon the sale of their Property.

12. Property Taxes. In the event Sellers have prepaid any taxes on the Property as of the Closing Date, Sellers shall be entitled to a pro rata refund on the amount paid pursuant to RCW 84.60.050.

13. Monetary Liens. Sellers shall pay or cause to be satisfied at or prior to Closing all recorded monetary liens on or with respect to all or any portion of the Land, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, judgment liens, tax liens (other than those for taxes not yet due and payable), and financing statements.

14. Possession. Possession and use of the Property shall be delivered to Buyer at Closing.

15. As-Is Sale.

15.1 Wavier. Buyer hereby waives the right to any Sellers' disclosure statement which would otherwise be required under RCW Chapter 64.06. Further, in the event a Seller's disclosure statement or any portion thereof is required under RCW Chapter 64.06, pursuant to RCW 64.06.040(3), Buyer hereby waives any right of rescission of this Contract that Buyer might otherwise have under RCW Chapter 64.06.

15.2 As-Is Condition. Buyer acknowledges that it was provided with a full and fair opportunity to inspect the Property to Buyer's complete satisfaction prior to the Effective Date of this Contract. Buyer acknowledges that Sellers granted to Buyer the opportunity to perform all tests, surveys, environmental studies and other investigations that Buyer deemed necessary or desirable under this Contract to confirm the condition of the Property. Buyer acknowledges that the sale of the Property is made by Sellers strictly on an "As-Is" basis, with all faults and defects, whether known or unknown, latent or patent, including those that cannot be observed by casual inspection, and without any representation or warranty of Sellers (or any agent or representative of Sellers) of any kind, express or implied, as to the condition, use, usefulness, value, suitability, area or other character or characteristic, except for those expressly described in Section 8.1 of this Contract. Except as expressly stated in Section 8.1 of this Contract, no warranties, guarantees or representations have been or are being made by Sellers concerning the boundaries and acreage of the Property, the condition of any improvements, any tests, inspections or examinations of the Property, any governmental permits or approvals obtained or to be obtained in connection with Buyer's use of the Property, the suitability of the Property for Buyer's intended use, the applicable ordinances, restrictions, laws and regulations affecting the Property, or other matters. Buyer further acknowledges that Sellers have not delivered and shall not have any obligation whatsoever to deliver at any time any environmental reports of Sellers' related to the Property, and Buyer acknowledges that Sellers have not made any representation or warranty regarding the environmental condition of the Property. Except as expressly stated in Section 8.1 of this Contract, Buyer is relying solely on its own investigation of the Property, and as of Closing Buyer accepts the Property and all other aspects of the Property in their then existing condition, "AS IS," without any representations or warranties by Sellers, express or implied.

16. Default.

16.1 By Buyer. If Buyer defaults under any material provision of this Contract and does not cure such material default after a ten (10) day notice and opportunity to cure is given by Sellers, Sellers may terminate this Contract by notice given to Buyer.

16.2 By Sellers. If Sellers default under any material provision of this Contract and do not cure such material default after a ten (10) day notice and opportunity to cure is given by Buyer, then Buyer may terminate this Contract by notice given to Sellers.

17. Miscellaneous.

17.1 Applicable Law. The Contract shall in all respects, be governed by the laws of the State of Washington. Venue for any lawsuits concerning this Contract shall be in Thurston County Superior Court.

17.2 Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder, to carry out the mutual intent of the Parties hereto.

17.3 Modification or Amendment, Waivers. No amendment, change or modification of this Contract shall be valid, unless in writing and signed by both of the Parties. Except as otherwise expressly set forth in this Section, this Contract may only be amended, modified, or changed by a traditional written document properly executed by Sellers and Buyer. Such amendment may be transmitted by e-mail, facsimile, or other method permitted by the provisions for giving notice in this Contract. Buyer and Sellers agree that the any version of the Uniform Electronic Transactions Act and any other laws applicable to contracting electronically do not and shall not apply to the execution of this Contract or any amendment hereto. The Parties acknowledge and agree, however, that execution of this Contract or any amendment to this Contract may be accomplished by electronic signature utilizing DocuSign or any similar technology. No waiver of any breach of any covenant or provision in this Contract shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Contract. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

17.4 Successors and Assigns. All of the terms and provisions contained in this Contract shall inure to the benefit of and shall be binding upon the Parties and their respective heirs, legal representatives, successors and assigns.

17.5 Entire Agreement. This Contract constitutes the entire understanding and agreement of the Parties with respect to the subject matters of this Contract and any and all other prior agreements, understandings or representations with respect to the subject matters of this Contract are hereby canceled in their entirety and are of no further force or effect. The terms of this Contract shall and are intended to prevail. The Parties do not intend to confer any benefit under this Contract to any person, firm or corporation other than the Parties.

17.6 Attorneys' Fees. Should either Party bring suit to enforce or interpret this Contract, the prevailing Party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

17.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Contract. This Contract shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it.

17.8 Partial Invalidity. If any term or provision of this Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby; and each such remainder term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

17.9 Survival. The covenants, agreements, representations and warranties made in this Contract shall survive the Closing unimpaired and shall not merge into the Deed or the recordation of the Deed.

17.10 Finders' or Brokers' Fees. Sellers and Buyer each hereby represent and warrant to the other that no broker, agent or finders' fees or commissions, or other similar fees, are due or arising in connection with any of the transactions contemplated by this Contract. Sellers and Buyer each hereby agree to indemnify, defend and hold the other harmless from and against any loss, liability, damage, cost, damage, claim or expense, including interest, penalties and reasonable attorneys' fees, the other Party shall incur or suffer because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying Party, whether or not such claim is meritorious, for any compensation with respect to the entering into of this Contract, the sale and purchase of the Property, or the consummation of the transactions contemplated herein.

17.11 Time. Time is of the essence of every provision of this Contract. If the date on which Buyer or Sellers are required to take any action under the terms of this Contract is not a business day, the action shall be taken on the next succeeding business day.

17.12 Force Majeure. Performance by either Party of their obligations under this Contract shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the Party obligated to perform (but excluding financial inability to perform, however caused).

17.13 No Individual Liability. In no event shall any shareholder, officer, director, member, partner, affiliate, agent or employee of Seller or any of Seller's affiliates be or be held liable or responsible in any way for the obligations or liabilities of Seller under this Contract.

17.14 Counterparts. This Contract may be executed in a number of identical counterparts which, taken together, shall constitute collectively one agreement; but in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Contract may be combined to form multiple fully-executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, where permitted, shall be deemed to be an original signature for all purposes. All executed counterparts of this Contract shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same agreement.

17.15 Effective Date. The term, "date of this Contract", or "date hereof", or "Effective Date", as used in this Contract, shall mean the later of the following dates: (1) the date of Buyer's signature on this Contract; or (2) the last date of Sellers' signatures on this Contract.

17.16 Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, "Notices") shall be in writing and shall be validly given or made to another party if delivered either personally or by Federal Express or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by Federal Express or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given forty-eight (48) hours after the deposit thereof in the United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Sellers:

Name: Michael L. Wirth
Address: 1189 Lundy Drive
City, State, Zip Code: Simi Valley, CA 93065
E-mail: wirth11@att.net
Phone: 707-980-3192

Name: Elizabeth Iselin
Address: 16206 122nd Place NE
City, State, Zip Code: Bothell, WA 98011
E-mail: elizabethis1@aol.com
Phone: 206-363-1911

Name: Chad Bowman
Address: 7715 Skookumchuck Rd SE
City, State, Zip Code: Tenino, WA 98589
E-mail: t9o-drillteam@scattercreek.com
Phone: 360-789-5069 (cell)

Buyer: Mark Barber, City Attorney
City of Olympia
601 4th Avenue East
P.O. Box 1967
Olympia, WA 98507-1967
E-mail: mbarber@ci.olympia.wa.us
Phone: 360-753-8338; Fax 360-570-3791

Any party hereto may change its address for the purpose of receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

[Signatures follow on next page.]

DATED as of the date first set forth above, but made effective only as of the Effective Date as defined above.

SELLERS:

Michael L. Wirth, a married man, as his sole and separate property

By: Michael L. Wirth
Name [print]: Michael L. Wirth
Date: 7/21/2016

Michael L. Wirth, as Trustee of The A. Wirth Family Trust, as their interest appears of record, dated September 3, 1992

By: Michael L. Wirth
Name [print]: Michael L. Wirth
Date: 7/21/2016

Chad Bowman, as his separate estate

By: _____
Name [print]: _____
Date: _____

Elizabeth Iselin, as her separate estate

By: _____
Name [print]: _____
Date: _____

[Signatures continue on next page.]

DATED as of the date first set forth above, but made effective only as of the Effective Date as defined above.

SELLERS:

Michael L. Wirth, a married man, as his sole and separate property

By: _____
Name [print]: _____
Date: _____

Michael L. Wirth, as Trustee of The A. Wirth Family Trust, as their interest appears of record, dated September 3, 1992

By: _____
Name [print]: _____
Date: _____

Chad Bowman

Chad Bowman, as his separate estate

By: *Chad Bowman*
Name [print]: *Chad Bowman*
Date: *7-18-16*

Elizabeth Iselin, as her separate estate

By: _____
Name [print]: _____
Date: _____

[Signatures continue on next page.]

DATED as of the date first set forth above, but made effective only as of the Effective Date as defined above.

SELLERS:

Michael L. Wirth, a married man, as his sole and separate property

By: _____
Name [print]: _____
Date: _____

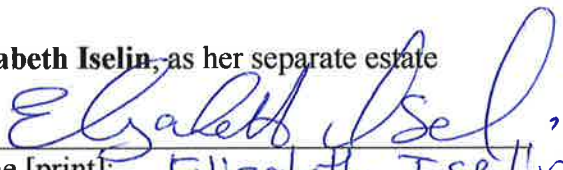
Michael L. Wirth, as Trustee of The A. Wirth Family Trust, as their interest appears of record, dated September 3, 1992

By: _____
Name [print]: _____
Date: _____

Chad Bowman, as his separate estate

By: _____
Name [print]: _____
Date: _____

Elizabeth Iselin, as her separate estate

By: 
Name [print]: Elizabeth Iselin
Date: July 18, 2016

[Signatures continue on next page.]

BUYER:

THE CITY OF OLYMPIA, a Washington
municipal corporation

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:



City Attorney

Date: 7/18/2016

EXHIBIT A-1

Property Legal Description

The South 120 feet of the West 120 feet of Lot 7 and all of Lot 8, Parker and Hays Plat, according to the Plat thereof recorded in Volume 1 of Plats, page(s) 16, records of Thurston County, Washington.

Situate in the County of Thurston, State of Washington.

**EXHIBIT B
Form of Deed**

AFTER RECORDING MAIL TO:

Legal Department
City of Olympia
P.O. Box 1967
Olympia, WA 98507-1967

STATUTORY WARRANTY DEED

The Grantors, **Michael L. Wirth**, a married man, as his sole and separate property, **Michael L. Wirth, as Trustee of the A. Wirth Family Trust**, **Chad Bowman**, as his separate estate, and **Elizabeth Iselin**, as her separate estate, for and in consideration of the sum of TEN DOLLARS and NO/100 CENTS---(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby convey and warrant to the **CITY OF OLYMPIA**, a municipal corporation the following described real estate and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title, the real property legally described as follows:

See legal description attached hereto as Exhibit A.

DATED this ____ day of _____, 2016.

By: _____
Michael L. Wirth, a married man
as his sole and separate property

By: _____
Michael L. Wirth, as Trustee of The A. Wirth
Family Trust, as their interest appears of record,
dated September 3, 1992

By: _____
Chad Bowman, as his separate estate

By: _____
Elizabeth Iselin, as her separate estate

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Michael L. Wirth**, a married man as his sole and separate property, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2016.

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of
California, residing at: _____
My commission expires: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Michael L. Wirth** is the person who appeared before me, and said person acknowledged that he signed this instrument and on oath stated that he was authorized to execute the instrument and acknowledged it as the **Trustee of the A. Wirth Family Trust** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal this __ day of _____ 2016.

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of
California, residing at: _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Chad Bowman** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2016.

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Elizabeth Iselin** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2016.

Signature
Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My commission expires: _____