Olympia

ACCEPTANCE LETTER

David L. Chesanow and Koko Chesanow 1645 Eskridge Blvd. SE Olympia, WA 98501

SUBJECT: Henderson Blvd. – Eskridge Blvd. Intersection Improvements

Project No. 1846G

Property Address: 1645 Eskridge Blvd. SE, Olympia WA 98501

Thurston County Tax Parcel No. 41410000800

We accept the offer made in the City of Olympia's (City) offer of compensation and settlement letter, dated April 12, 2019, attached hereto and incorporated by reference (the "Offer Letter"), to acquire a portion of our real property consisting of 226 square feet for the above-referenced project, subject to the terms and conditions set forth below. We hereby conditionally accept \$4,000.00 along with the items and conditions outlined in the Offer Letter as compensation for the proposed Statutory Warranty Deed and Temporary License to Construct described in the Offer Letter.

At reasonable times, the City's representatives may enter the proposed temporary construction easement and on our property for the purpose of making surveys and studies to complete the intersection design and improvement project.

Closing the transaction is contingent on the City obtaining Title Insurance in a form and manner acceptable to the City, if the City so chooses to do so. The closing of the transaction is also contingent on the property being free of all other encumbrances and liabilities not acceptable to the City. We understand that final closing and disbursement will be after recording of the deed by the City. Furthermore, we understand that the closing is contingent upon approval by the Olympia City Council.

This letter and the acceptance of the Offer Letter does not create a binding agreement between the parties hereto. Such a binding agreement would occur only if the parties elect to execute a purchase and sale agreement (the "Agreement") reflecting the terms and conditions set forth herein. Absent the execution of such an Agreement, each party hereto specifically reserves the right to withdraw from or terminate negotiations at any time, for any reason and neither party will have any liability of any kind to the other by reason of such withdrawal or termination.

The terms contained herein may be subject to approval and/or ratification by any lender of the property owner. While the owners' lender has been notified of this transaction, formal approval to move forward has not been granted at this time.

Owners:

David L. Chesanow and Koko Chesanow

Name: David L. Chesanow

Name: Koko Chesanow