

**AMENDMENT NO. 1
TO
OPTION TO PURCHASE REAL ESTATE AGREEMENT**

This **AMENDMENT NO. 1** to the **OPTION TO PURCHASE REAL ESTATE AGREEMENT** (“Option Agreement”) is made by and between JJP Group LLC (“Optionor”), and the CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington (“Optionee”), together known as the parties (“Parties”), effective as of the “Effective Date” (as defined in Section 15.15 of the Option Agreement, which shall mean for purposes of this Amendment No. 1, the later of the following dates the parties have affixed their signatures to Amendment No. 1: (1) the date of Optionee’s signature; or the date of Optionor’s signature).

WHEREAS, Optionor is the owner of certain real property located in the City of Olympia, Thurston County, Washington, legally described on Exhibit A to the Option Agreement recorded under Auditor File No. 5020757 (“Property”), and in Exhibit A attached hereto; and

WHEREAS, the parties wish to amend specific terms of the Option Agreement as provided in Section 15.3 of the Option Agreement, and to reduce in writing the agreed amended terms; and

WHEREAS, the signatories to this Amendment No. 1 to the Option to Purchase Real Estate Agreement are authorized to execute Amendment No. 1, and associated documents, to correct legal descriptions if need be, and to correct scrivener’s errors and other errors or omissions that are otherwise in substantial conformance with this Amendment No. 1 to the Option Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Optionor and Optionee agree to modify and amend the Option Agreement as follows:

1. **Option Term.** The Option Term specified in Section 2.1 of the Option Agreement is extended for a period of three (3) years commencing July 1, 2026, and expiring after June 30, 2029.

2. **Option Price.** The Option Price specified in Section 3 of the Option Agreement is modified and amended that Optionee shall pay Optionor the amount of Eighty Thousand Dollars and No/100 Cents (\$80,000.00) U.S. per year for the extension of the Option to purchase the Property. The first Option payment shall be due to Optionor on or before June 30, 2026. If the Option is not exercised by Optionee, payment for the second and third years of the Option shall be made to Optionor on or before June 30, 2027, and June 30, 2028.

3. **Application of Option Payments Towards Purchase Price.** Application of Option payments toward the purchase price in Section 4 of the Option Agreement is modified and amended as to Option payments previously made by Optionee to Optionor for the years ending June 30, 2024, and June 30, 2025, as follows: Option payments for the years 2024 and 2025 shall not be applied toward and deducted from the purchase price of the Property, in the event the Optionee decides to purchase the Property.. However, future Option payments made for the three (3) years commencing July 1, 2026, June 30, 2027, and June 30, 2028, shall be applied toward and deducted from the purchase price of the Property, if Optionee elects to exercise its Option to purchase.

4. Additional Terms. Section 12 is modified and amended to add the following additional subsections' terms and conditions that shall also apply to the Option to Purchase Real Estate Agreement, which shall be numbered as follows:

5. Authority to Grant Access to Property for Parking Vehicles. During the Term of this Option, Optionor grants to Optionee the sole authority to grant access through a gate to the Property to persons or entities performing homeless outreach activities on Optionor's Property, allowing such persons or entities to temporarily drive vehicles beyond the gate onto the Property, and to park such vehicles on the Property while performing homeless outreach activities. Optionee shall have the sole right to determine access to the Property which shall be subject to an access agreement between Optionee and each person or entity granted access to provide homeless outreach activities, which access agreement must specify the terms of the grant of access, including waiving any claims for damages against Optionor or Optionee related to access by persons or entities entering the Property to provide homeless outreach activities. Any authority granted in this section shall terminate if this Option Agreement expires.

6. Authority to Trespass Persons from Property. During the Term of this option, Optionor grants to Optionee or Optionee's employees, agents, contractors, or officials the right to restrict access to the Property during the Option to Purchase Real Estate Agreement, including the right to trespass persons from the Property. Any authority granted in this section shall terminate if this Option Agreement expires.

7. No Other Changes. All other terms of the Option Agreement recorded under Auditor File No. 5020757 remain in effect and are unchanged by this Amendment No. 1 to the Option Agreement. This Amendment No. 1 shall be recorded with the Auditor's Office of Thurston County, Washington.

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EXHIBIT A
Legal Description

PARCEL A:

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M. LYING SOUTHERLY OF MARTIN WAY, WEST OF COLLEGE CITY BERRY TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 7, AND OF LEACH JOHNSON HILL TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 10 OF PLATS, PAGE 2, AND NORTH OF THE SOUTH LINE OF TRACT CONVEYED TO E. CHRISTENSEN AND WIFE BY DEED DATED JANUARY 7, 1937, AND RECORDED IN VOLUME 154 OF DEEDS, PAGE 392;

EXCEPTING THEREFROM, THAT PORTION LYING NORTH AND EAST OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID COLLEGE CITY BERRY TRACTS, 470 FEET SOUTH OF THE INTERSECTION OF THE SOUTHERLY LINE OF SAID MARTIN WAY THEREWITH, SAID SOUTHERLY LINE OF MARTIN WAY BEING 60 FEET DISTANT SOUTHERLY FROM ITS ESTABLISHED CENTERLINE ACCORDING TO SURVEY THEREOF, AND RUNNING THENCE WEST 139.35 FEET AND NORTH 200 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF TRACT CONVEYED TO ALFRED R. HENDERSON AND WIFE, BY DEED DATED JULY 22, 1952 AND RECORDED UNDER AUDITOR'S FILE NO.508131, AND THENCE ALONG THE BOUNDARY OF SAID HENDERSON TRACT WEST 109 FEET, MORE OR LESS, AND NORTH 250 FEET TO SAID SOUTHERLY LINE OF MARTIN WAY.

IN THURSTON COUNTY, WASHINGTON.

PARCEL B:

THAT PART OF THE SMITH DONATION CLAIM NO. 42, IN SECTION 18, TOWNSHIP 18 NORTH, RANGE 1 WEST, W.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID SMITH CLAIM WITH THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 18, SAID TOWNSHIP AND RANGE;
RUNNING THENCE EAST ALONG SAID NORTH LINE OF CLAIM 161.15 FEET; THENCE SOUTH 150 FEET; THENCE WEST 26 FEET; THENCE SOUTH 356 FEET, MORE OR LESS, TO THE NORTHERLY MARGIN OF PACIFIC AVENUE; THENCE NORTHWESTERLY ALONG SAID NORTHERLY MARGIN 147.9 FEET, MORE OR LESS, TO A POINT SOUTH OF THE POINT OF BEGINNING; THENCE NORTH 450 FEET, MORE OR LESS, TO SAID POINT OF BEGINNING.
EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF WASHINGTON BY DEED RECORDED APRIL 24, 1985 UNDER AUDITOR'S FILE NO. 8504240091.

IN THURSTON COUNTY, WASHINGTON.