OPTION AGREEMENT

This Option Agreement is made and entered into this 13th day of April, 2010, between Ronald N. Smith, a single person, both as Trustee of the Ronald N. Smith Trust and on behalf of himself, hereinafter called "Seller" and the Cities of Olympia, Lacey and Yelm, all municipal corporations of the State of Washington, hereinafter called "Buyers".

1. Grant of Option. For and in consideration of payment of the dollar amount set forth below, Seller grants unto the Buyers an option to purchase those certain portions of the S ½ of the NW ¼ and the SW ¼ of Section 29, T.16 N. R. 2 E.W.M. and the S ½ of the NE ¼ and a portion of the N ½ of the NE ¼ of Section 30, T.16 N., R.2 E.W.M. lying north of the Deschutes River and encompassed within Thurston County Tax Parcel Numbers 22630140000, 22629320000 and 22629310000. Said option shall further include within said described boundaries, those portions of Tax Parcel Numbers 22629220100, 22630120000, 22630110300 and 22629220200 shown as bounded in yellow on Exhibit A which is attached hereto and made a part hereof as though fully set forth at length. The option shall not include any of the land upon which buildings are located. Boundary Line Adjustments or other land use processes will, prior to sale, be processed for purposes of allowing the conveyance of properties as outlined on Exhibit A. All costs and fees for such Boundary Line Adjustments or other land use processes shall be the responsibility of the Buyers. Thurston County Title Company, the escrow holder herein, is hereby granted authority to attach, as Exhibit B to this Option Agreement a full legal description of Tax Parcel Numbers 22630140000, 22629320000 and 22629310000. Further, upon being presented with a survey of those portions of Tax Parcel Numbers 22629220100, 22630120000, 22630110300 and 22629220200 designating those areas of said tax parcels bounded in yellow on Exhibit A, attached hereto, Thurston County Title Company is granted authority to attach as part of Exhibit B accurate legal descriptions of those portions of the property to be purchased by the Buyers. It is understood by the parties that the area to be included within the sale as the result of the Boundary Line Adjustments or other land use procedures called for above will constitute approximately 197 acres. If the Seller signs this Option Agreement on or before the 7th day of April, 2010, the consideration paid for the option shall be the sum of Twenty-Five Thousand Dollars ($25,000.00). If the Seller signs this Option Agreement after said date, the consideration to be paid for the option shall be the sum of Five Thousand Dollars ($5,000.00). Said option is granted upon the following conditions:

1.1 The option is for the land only and shall not include Water Right Certificate No. G2-26862GWRIS for water irrigation rights, which rights form the subject matter of a separate Purchase and Sale Agreement dated July 17, 2009, as amended.

1.2 The option shall be exercised by the Buyers within one year after the date of this Agreement.

1.3 Upon mutual execution and delivery of this Agreement, Buyers will deliver to escrow holder the option payment as specified herein. The escrow holder will be instructed to immediately pay said funds to the Seller. Such option payment is non-refundable to Buyers should the Buyers not exercise the option granted herein, however, shall be applied against the purchase price should the Buyers exercise said option.

1.4 The notice of exercise of the option shall be given by the Buyers to the Seller by written notice dated no later than one year after the date of this Agreement, which date shall be the day and date first set forth herein.

2. Purchase Price. The purchase price of said real property shall be a sum which, when added to the consideration paid pursuant to the Purchase and Sale Agreement for water rights dated July 17, 2009, as amended, shall result in the Seller realizing the net sum from such combined sale of One Million Dollars ($1,000,000.00), after deducting the amount of federal capital gains tax that will be required to be paid by the Seller solely as the result of the two sales transactions. Said purchase price shall be paid in cash upon closing.

3. Closing and Escrow. Closing shall take place at the offices of Thurston County Title Company, which company is hereby designated as the escrow holder for purposes of this purchase and sale.

3.1 The closing of the purchase and sale contemplated herein, shall be within sixty (60) days after the exercise of the option granted herein or upon the date of closing pursuant to that certain Purchase and Sale Agreement for water rights dated July 17, 2009, as amended, whichever shall be the later.

3.2 On or prior to the closing date, Seller shall deposit with escrow holder a Statutory Warranty Deed conveying fee simple title to the land designated herein and as more fully described pursuant to the authority granted to the escrow agent by the terms of this Agreement. Said Statutory Warranty Deed shall convey fee simple title free of all liens and encumbrances or other defects except those general limitations applicable to the area.

3.3 On or prior to the closing date, Buyers shall deposit the full purchase price after deducting the amount paid as consideration for the option.

3.4 Costs and Expenses. Buyers shall pay any and all real estate excise taxes due upon the sale, any property taxes due as the result of the conversion of the property from its current status to the status applicable to the ownership of said property by the Buyers, the costs of the premium for a policy of title insurance and the costs of any endorsements requested by the Buyers, the escrow fees payable to Thurston County Title and all recording costs. Each party is responsible for and shall bear its own fees and

expenses of legal counsel, consultants and agents. Seller represents that it has not engaged a real estate agent for the sale of the real property which forms the subject matter herein, and any claim for commissions resulting from said sale shall be borne by the Seller and the Seller shall defend the Buyers therefrom.

4. Representations of the Seller. The Seller represents that there is no claim, litigation, action, arbitration, legal, administrative or other proceeding, investigation or inquiry pending or threatening against the Seller or against the land which forms the subject matter of this Agreement nor is the Seller aware of any basis for such a claim, litigation, action, arbitration, proceeding, investigation or inquiry. The Seller further represents that there are no leases, licenses, permits, assignments or other agreements granting any person the right to use the real property which forms the subject matter hereof. Further, the Seller has not granted any options, right of first refusal or entered into any other agreement that would commit or obligate Seller in any manner whatsoever to sell or lease the real property to any party other than Buyers, nor will the Seller grant or enter into any such transaction between the date of this Agreement and the closure of the sale to the Purchasers.

5. Use of Property by Seller. As part of the consideration for the purchase and sale contemplated herein, the Seller shall be granted the right to allow sheep to graze on the property being purchased by the Buyers, however, such right shall not include any area within 200 feet of the Deschutes River. During such grazing period, the Seller shall maintain any existing fences on the property and the Buyers shall be responsible for installing any fencing necessary to prevent sheep from entering the 200 foot buffer. The grant of the right to graze sheep shall be personal to the Seller and cannot be transferred to any other person or entity and said right shall terminate on November 30, 2012. Subsequent to such date, the Buyers shall be responsible for installing any fencing the Buyers deem necessary to prevent sheep from the remaining portion of the Sellers property from entering the property purchased by the Buyers.

6. Trees allowed to Buyers. The Seller grants to the Buyers the right to remove from land retained by the Seller, 15 trees, each having a minimum diameter at breast height of 12 inches.

7. Access to Spring. Seller grants unto Buyers the right to go upon Tax Parcel No. 22629220200 in the location bounded in green upon Exhibit A, attached hereto for the purpose of making such installation as is necessary to allow the water from such spring to surface upon property being purchased by the Buyers.

8. Cleanup of Designated Area. The Seller has informed the Buyers that animal carcasses have been deposited in that area bounded in blue upon Exhibit A, attached hereto and the Buyers shall not require the Seller to remove or dispose of such carcasses.

9. Notices. All notices to be given by either party to the other pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight delivery service, or by certified or registered mail, return receipt requested and addressed as set forth below. Notices shall be

deemed to have been given and delivered upon receipt if hand delivered. Any party, by written notice to the other as above described, may alter the address for receipt by it and its agents of written notices hereunder.

To Seller:	Ronald N. Smith 16224 Vail Road SE Yelm, WA 98513
To Buyers:	Richard T. Hoey Director of Water Resources Public Works Department P.O. Box 1967 Olympia, WA 98507
With a copy to:	Tom Morrill City Attorney, City of Olympia P.O. Box 1967 Olympia, WA 98507
To Buyers:	Peter Brooks Water Resources Manager Public Works Department P.O. Box 3400 Olympia, WA 98509
With a copy to:	Kenneth R. Ahlf City Attorney, City of Lacey 1230 Ruddell Rd. SE, Suite 201 Lacey, WA 98503
To Buyers:	Shelly Badger Yelm Administrator 105 W. Yelm Avenue Yelm, WA 98597
With a copy to:	Steve DiJulio Attorney at Law Foster Pepper PLLC 1111 Third Avenue, Suite 3400 Seattle, WA 98101-3299

10. Time of Essence. Time is of the Essence of this Agreement.

11. Obligations Survive Closing. All provisions of this Agreement involve obligations, duties or rights which have not been fulfilled, determined or ascertained as of the closing date, shall survive the closing date and the recording of the documents pursuant to said closing.

12. Memorandum of Agreement. Seller shall execute, acknowledge and deliver to Buyers, simultaneous with the execution hereof, a memorandum of this Agreement in a form acceptable to Buyers, which Buyers may, at Buyers' cost and expense, record in the real property records of Thurston County, Washington.

13. Remedies upon Default. In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, Buyers shall have the right to (a) demand and have specific performance of this Agreement, or (b) terminate this Agreement upon written notice without liability to Buyers, in which event Seller shall promptly return the option payment to Buyers as liquidated damages and not as a penalty.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Sate of Washington. Venue shall be in Thurston County Superior Court.

15. Entire Agreement. This Agreement constitutes the entire agreement between Buyers and Seller pertaining to the subject matter contained herein and supersedes all prior and contemporaneous agreements, representations, and understandings. No modification or amendment of this Agreement may be made except by written agreement signed and acknowledged by the parties.

16. Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

17. Access During Option Period. Buyers shall have, during the option period, the right to go upon the real property covered by this Agreement for purposes of environmental review, testing and surveying.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the dates set forth below.

SELLER:

Ronald N. Smith

Ronald N. Smith, Trustee of the
Ronald N. Smith Trust

Date: 3-23-10

Ronald N. Smith

Ronald N. Smith, a single person

Date: 3-23-10

BUYERS:

City of Olympia:

By Steven R. Hall

Steven R. Hall

Its: City Manager

Date: 3/29/2010

Approved as to form:

Tom Morrill, Olympia City Attorney

City of Lacey:

By: Greg J. Cuoio

Greg J. Cuoio

Its: City Manager

Date: 3-26-10

Approved as to form:

Kenneth R. Ahlf, Lacey City Attorney

City of Yelm:

By: Ron Harding

Ron Harding

Its: Mayor

Date: 4-13-10

Approved as to form:

P. Stephen DiJulio, Attorney for City of Yelm

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this day and year above, personally appeared before me, Ronald N. Smith, and acknowledged on behalf of himself and as Trustee of the Ronald N. Smith Living Trust, that he signed this instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of March, 2010.

KENNETH R. AHLF
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 27, 2012

NOTARY PUBLIC in and for the State of Washington, residing at Olympia
My Commission Expires: 8-27-2012

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Steven R. Hall is the person who appeared before me, and said person acknowledged the he signed this instrument, on oath stated the he was authorized to execute the instrument and acknowledged him as the City Manager of the City of Olympia, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 29th day of March, 2010.

CONNIE J. COBB
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 29, 2010

Connie J. Cobb
NOTARY PUBLIC in and for the State of Washington, residing at Olympia
My Commission Expires: 10-29-10

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Greg J. Cuoio is the person who appeared before me, and said person acknowledged the he signed this instrument, on oath stated the he was authorized to execute the instrument and acknowledged him as the City Manager of the City of Lacey, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 26 day of MARCH, 2010.

NOTARY PUBLIC
STATE OF WASHINGTON
CAROL A LITTEN
COMMISSION EXPIRES 6-28-2012

NOTARY PUBLIC in and for the State of Washington, residing at LACEY
My Commission Expires: 6-28-2012

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

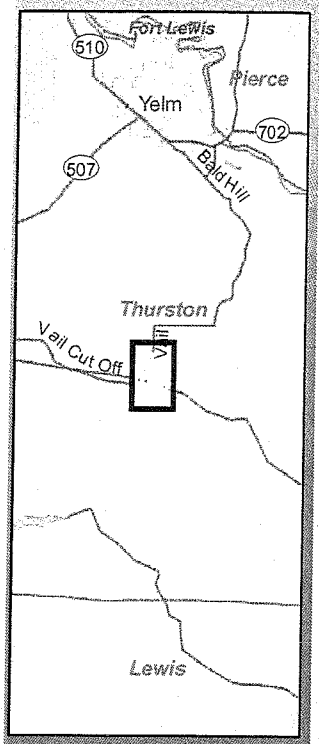
I certify that I know or have satisfactory evidence that Ron Harding is the person who appeared before me, and said person acknowledged the he signed this instrument, on oath stated the he was authorized to execute the instrument and acknowledged him as the Mayor of the City of Yelm, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 13th day of April, 2010.

DANA L. SPIVEY
COMMISSION EXPIRES
NOTARY
PUBLIC
11-01-11
STATE OF WASHINGTON

NOTARY PUBLIC in and for the State of Washington, residing at Rainier
My Commission Expires: 11-1-11

Exhibit A - Ron Smith Farms



Base Image: 2009 NAIP

Legend

- Land Proposed to be Retained
- Land Proposed to be Purchased
- Spring Ditch
- Boneyard Area
- County Highway
- Local or Rural Road
- River

22620330100
26.87 Acres

22620330200
12.39 Acres

22630110300
40 Acres

22629220200
113.31 Acres

22629220100
41.09 Acres

22630120000
16.09 Acres

22630140000
20.75 Acres

Deschutes River

22629320000
6 Acres

22629310000
20 Acres

3/22/2010
File: I:\2008_11_Projects\2009_Olympia_Deschutes\ArcProjects\010709_City_of_Olympia_Deschutes_29_30_Smith.mxd

0 475 950 1,900 Feet

N

EXHIBIT B

Full Legal Description of Property Prepared by Thurston County Title Company Pursuant to Authority Granted by Agreement to which this Exhibit is attached.

RETURN ADDRESS

Ahlf Law Office
1230 Ruddell Rd SE, Ste. 201
Lacey, WA 98503

Document Title(s)

Memorandum of Option Agreement

Reference Numbers(s) of related documents

N/A

Grantor(s) (Last, First and Middle Initial)

Ronald N. Smith, a single person, both as Trustee of the Ronald N. Smith Trust and on behalf of himself.

Grantee(s) (Last, First and Middle Initial)

Cities of Olympia, Lacey and Yelm, all municipal corporations of the State of Washington

Legal Description (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

NW ¼, SW ¼, Section 29, NE ¼, Section 30, T. 16 N., R. 2E. W.M.

Assessor's Property Tax Parcel/Account Number

22630120000, 22630140000, 22630110300, 22629220200, 22629320000, 22629310000, 22629220100

MEMORANDUM OF OPTION AGREEMENT

THIS MEMORANDUM OF OPTION AGREEMENT is executed this 23rd day of MARCH, 2010, by Ronald N. Smith, a single person, both as Trustee of the Ronald N. Smith Trust and on behalf of himself and the Cities of Olympia, Lacey and Yelm, all municipal corporations of the State of Washington.

1. Option to Purchase Land. Ronald N. Smith, as Trustee of the Ronald N. Smith Living Trust and individually, has granted to the Cities of Olympia, Lacey and Yelm the option to purchase all or a portion of Thurston County Tax Parcel Numbers 22630120000, 22630140000, 22630110300, 22629220200, 22629320000, 22629310000, and 22629220100. Said tax parcel numbers are located within those certain portions of the S ½ of the NW ¼ and the SW ¼ of Section 29, T.16 N. R. 2 E.W.M. and the S ½ of the NE ¼ and a portion of the N ½ of the NE ¼ of Section 30, T.16 N., R.2 E.W.M. lying north of the Deschutes River and encompassed within Thurston County.

2. Term. The term of the Option Agreement is for 1 year from the date of the Agreement, which date is identical to the date of this Memorandum.

3. Purpose of Memorandum. This Memorandum is prepared for purpose of recordation only and does not set forth all of the terms and conditions set forth in the Option Agreement. In the event there is any conflict between the terms and conditions of the Option Agreement and this Memorandum, the Option Agreement shall control.

DATED the day and date first above written.

SELLER:

Ronald N. Smith
Ronald N. Smith, Trustee of the
Ronald N. Smith Trust

Date: 3-23-10

Ronald N. Smith
Ronald N. Smith, a single person

Date: 3-23-10

BUYERS:

City of Olympia:

By _____ Date: 3/29/2010

Steven R. Hall
Its: City Manager

Approved as to form:

_____
Tom Morrill, Olympia City Attorney

City of Lacey:

By: _____ Date: 3-26-10

Greg J. Cuoio
Its: City Manager

Approved as to form:

_____
Kenneth R. Ahlf, Lacey City Attorney

City of Yelm:

By: _____ Date: 4-13-10

Ron Harding
Its: Mayor

Approved as to form:

_____
P. Stephen DiJulio, Attorney for City of Yelm

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this day and year above, personally appeared before me, Ronald N. Smith, and acknowledged on behalf of himself and as Trustee of the Ronald N. Smith Living Trust, that he signed this instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of March, 2010.

KENNETH R. AHLF
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 27, 2012

NOTARY PUBLIC in and for the State of Washington, residing at Lacey
My Commission Expires: 8-27-2012

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Steven R. Hall is the person who appeared before me, and said person acknowledged the he signed this instrument, on oath stated the he was authorized to execute the instrument and acknowledged him as the City Manager of the City of Olympia, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 29th day of March, 2010.

CONNIE J. COBB
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 29, 2010

Connie J. Cobb
NOTARY PUBLIC in and for the State of Washington, residing at Olympia
My Commission Expires: 10-29-10

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Greg J. Cuoio is the person who appeared before me, and said person acknowledged the he signed this instrument, on oath stated the he was authorized to execute the instrument and acknowledged him as the City Manager of the City of Lacey, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 26 day of MARCH, 2010.

NOTARY PUBLIC
STATE OF WASHINGTON
CAROL A LITTEN
COMMISSION EXPIRES 6-28-2012

Carol A. Litten
NOTARY PUBLIC in and for the State of Washington, residing at LACEY
My Commission Expires: 6-28-2012

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Ron Harding is the person who appeared before me, and said person acknowledged the he signed this instrument, on oath stated the he was authorized to execute the instrument and acknowledged him as the Mayor of the City of Yelm, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 13th day of April, 2010.

DANA L. SPIVEY
NOTARY PUBLIC
COMMISSION EXPIRES
11-01-11
STATE OF WASHINGTON

Dana Spivey
NOTARY PUBLIC in and for the State of Washington, residing at Yelm
My Commission Expires: 11-1-11

AMENDMENT TO PURCHASE AND SALE AGREEMENT

This Amendment to Purchase and Sale Agreement is made and entered into this 13th day of April, 2010, between Ronald Smith, an unmarried individual ("Seller"), and the Cities of Olympia, Lacey and Yelm, a collection of Washington Municipal Corporations ("Buyers"). The parties hereto hereby agree as follows:

1. Recital B set forth in that certain Purchase and Sale Agreement between the parties dated July 17, 2009, is hereby amended to read as follows:

"B. Seller owns water right certificate No. G2-26862GWRIS, attached hereto as Exhibit A, that authorizes the withdrawal and use of 300 gallons per minute ("gpm") on 135 acres of land and an annual quantity of 170 acre-feet ("AF") for the purpose of irrigation. Buyers wish to purchase and Seller wishes to sell all rights, interest, and diversion and use quantities arising under or related to water right certificate No. G2-26862GWRIS (the "Water Right").

2. Except as modified above said Purchase and Sale Agreement shall remain in full force and effect.

SELLER:

Ronald N. Smith — Date: 3-23-10
Ronald N. Smith, Trustee of the
Ronald N. Smith Trust

Ronald N. Smith — Date: 3-23-10
Ronald N. Smith, a single person

BUYERS:

City of Olympia:

By Steven R. Hall — Date: 3/29/2010
Steven R. Hall
Its: City Manager

Approved as to form:

Tom C. Morrill
Tom Morrill, Olympia City Attorney

City of Lacey:

By: _____ Date: 3-26-10

Greg J. Cuoio
Its: City Manager

Approved as to form:

_____

Kenneth R. Ahlf, Lacey City Attorney

City of Yelm:

By: _____ Date: 4-13-10

Ron Harding
Its: Mayor

Approved as to form:

_____

P. Stephen DiJulio, Attorney for City of Yelm

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this day and year above, personally appeared before me, Ronald N. Smith, and acknowledged on behalf of himself and as Trustee of the Ronald N. Smith Living Trust, that he signed this instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 23rd day of March, 2010.

KENNETH R. AHLF
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
AUGUST 27, 2012

_____

NOTARY PUBLIC in and for the State of Washington, residing at Lacey
My Commission Expires: 8-27-2012

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Steven R. Hall is the person who appeared before me, and said person acknowledged the he signed this instrument, on oath stated the he was authorized to execute the instrument and acknowledged him as the City Manager of the City of Olympia, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 29th day of March, 2010.

CONNIE J. COBB
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 29, 2010

Connie J. Cobb
NOTARY PUBLIC in and for the State of Washington, residing at Olympia
My Commission Expires: 10-29-10

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Greg J. Cuoio is the person who appeared before me, and said person acknowledged the he signed this instrument, on oath stated the he was authorized to execute the instrument and acknowledged him as the City Manager of the City of Lacey, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 26 day of MARCH, 2010.

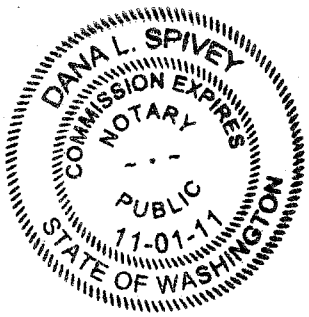
NOTARY PUBLIC
STATE OF WASHINGTON
CAROL A LITTEN
COMMISSION EXPIRES 6-28-2012

Carol A. Litten
NOTARY PUBLIC in and for the State of Washington, residing at LACEY
My Commission Expires: 6-28-2012

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Ron Harding is the person who appeared before me, and said person acknowledged the he signed this instrument, on oath stated the he was authorized to execute the instrument and acknowledged him as the Mayor of the City of Yelm, a municipal corporation of the State of Washington, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal this 13th day of April, 2010.



Dana Spivey
NOTARY PUBLIC in and for the State of Washington, residing at Rainier
My Commission Expires: 11-1-11