

PROPERTY EXCHANGE AGREEMENT

This REAL ESTATE PROPERTY EXCHANGE AGREEMENT ("Agreement") is dated effective July 14, 2009, by and between INTERCITY TRANSIT and the CITY OF OLYMPIA, ("City"), with reference to the following facts:

INTERCITY TRANSIT is the owner of certain real property located at **122 4th Avenue West and 107 NW State Avenue, Olympia, Thurston County, Washington**, more particularly described on Exhibit A attached hereto and by this reference incorporated herein ("Intercity Transit Property").

CITY is the owner of certain real property located at **Pattison Street and Martin Way, Olympia, Thurston County, Washington** more particularly described in Exhibit B attached hereto and by this reference incorporated herein ("City Property"). The City Property consists of approximately 29,839 square feet.

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 is hereby acknowledged, INTERCITY TRANSIT and CITY agree as follows:

1. Property. INTERCITY TRANSIT and the CITY hereby agree to exchange the Intercity Transit Property for the City Property, subject to the terms and conditions set forth herein;

1.1 Intercity Transit Property. INTERCITY TRANSIT shall convey by Quit Claim Deed to CITY that certain real property owned by INTERCITY TRANSIT located in Olympia, Thurston County, Washington, comprising of tax parcel numbers 78500400200 and 78500400502 more particularly described in Exhibit A attached hereto;

1.2 City Property. The CITY shall convey by Quit Claim Deed to INTERCITY TRANSIT that certain real property owned by CITY located in Olympia, Thurston County, Washington and more particularly described in Exhibit B attached hereto;

1.3 Appurtenances. All rights, privileges and easements appurtenant to the Properties, including without limitation all minerals, oil, gas and other hydrocarbon substances on and under the Properties, all development rights, air rights, water, water rights and water stock relating to the Properties, and any and all easements, rights-of-way and other appurtenances used in connection with the beneficial use and enjoyment of the land (all of which are collectively referred to as the "Appurtenances") are transferred with each property described above;

1.4 Improvements. All improvements and fixtures located on the Properties, including, without limitation, any and all buildings and structures located on or under the Properties, all apparatus, equipment and appliances used in connection with the ownership, use and operation of the Properties (all of which are hereinafter collectively referred to as the "Improvements") are transferred with each property described above.

1.5 Personal Property. NONE.

1.6 Abandoned Property. Any of INTERCITY TRANSIT's or CITY's personal property left on any of the Properties described above, including but not limited to any furniture and fixtures owned by either party shall be considered abandoned property, and at Closing title to such abandoned property shall pass to the party taking title as if it had been conveyed by a bill of sale.

2. Difference in Property Valuations. The CITY shall pay INTERCITY TRANSIT an additional **Forty Three Thousand Eight Hundred Thirty-Five and 00/100 Dollars (\$45,835.00)** to compensate them for the difference in value between the Intercity Transit Property and the City Property.

3. Payment of Difference in Property Valuations. On the Closing Date, CITY shall deposit with Escrow Agent the amount specified in paragraph 2 above, less any amounts to be credited pursuant to this

Agreement. Within five (5) days following the execution and delivery of this Agreement, CITY shall open escrow with Thurston County Title Insurance Company (the "Escrow Agent"), by depositing with Escrow Agent a copy of this Agreement.

4. **Closing Date.** The closing (the "Closing") shall be held at the offices of the Escrow Agent, on or before July 31, 2009, unless otherwise agreed by the parties. Closing shall occur when the Deeds (as hereinafter defined) to both INTERCITY TRANSIT and CITY are recorded and payment as specified in Paragraph 2 above is delivered to the Escrow Agent for delivery to INTERCITY TRANSIT.

5. **Conditions to Party's Obligations.**

5.1 **Documents and Reports.** The parties shall cooperate with each other by providing documentation relating to the properties herein described. This includes surveys, leases and environmental reports.

5.2 **Inspection of the Property.** INTERCITY TRANSIT and CITY, and their employees, representatives, consultants and agents shall have the right and permission from the date the last party signs this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon any of the Properties or any part thereof at all reasonable times and from time to time for the purpose, at the entering party's cost and expense, of making all tests and/or studies of the Properties that either party may wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters; provided, however, INTERCITY TRANSIT shall indemnify and hold harmless CITY and CITY shall indemnify and hold harmless INTERCITY TRANSIT, from and against any mechanic's or other liens or claims that may be filed or asserted against the Properties by any actions taken in connection with the Properties. To the extent necessary, both parties shall reasonably restore any disturbed property to its condition immediately prior to any invasive testing. The effect of the representations and warranties made by the CITY or INTERCITY TRANSIT in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.



City's Initials indicating permission



Intercity Transit's Initials indicating permission

5.3 **Approval of the Property.** INTERCITY TRANSIT'S and CITY'S obligation to exchange the Property shall be subject to and contingent upon both parties' approval, in their sole and absolute discretion, prior to the expiration of the Contingency period, of all aspects of the Properties, including, without limitation, the physical condition of the Properties, and all of the information delivered by both parties pursuant to **Paragraph 5.1** above or otherwise obtained by the parties regarding the Properties.

5.4 **Contingency Period Defined.** As used herein, the term "Contingency Period" means the period ending at 5:00 p.m. on July 15, 2009.

5.5 **Right to Terminate.** If the conditions set forth in **Paragraph 5.3** above are not satisfied in both parties sole and absolute discretion, either party shall have the right to terminate this Agreement by sending written notice to the other party and Escrow Agent (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency Period. If either party gives its Termination Notice to the other party, this Agreement shall terminate and neither INTERCITY TRANSIT nor CITY shall have any further liability to the other under this Agreement.

5.6 **Additional Closing Conditions.** INTERCITY TRANSIT's or CITY's obligation to exchange the Properties shall also be subject to the following conditions that must be satisfied as of Closing.

(i) Prior to Closing, all Contracts (whether written or oral), with respect to the Properties shall be terminated in writing, except for the Assumed Contracts. Each party shall provide the other party, prior to Closing, with written termination agreements with respect to all Contracts, except for the Assumed Contracts, in a form acceptable to both parties;

(ii) No later than July 1, 2009, INTERCITY TRANSIT shall have delivered to Diamond Parking a written notice of termination of their agreement dated February 16, 1995 and provide CITY with proof of such delivery;

(iii) All representations and warranties of INTERCITY TRANSIT and CITY contained herein shall be true, accurate and complete at the time of the Closing as if made again at such time;

(iv) INTERCITY TRANSIT and CITY shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance); and

(v) At Closing, the physical condition of the Properties shall be substantially the same as on the date hereof, ordinary wear and tear excepted.

If the conditions set forth in this **Paragraph 5** are not satisfied as of Closing and INTERCITY TRANSIT and CITY do not waive the same, either party may terminate this Agreement, and thereafter neither INTERCITY TRANSIT nor CITY shall have any further liability to the other under this Agreement.

6. Parties' Representations and Warranties. INTERCITY TRANSIT and CITY hereby make the following representations and warranties, which representations and warranties shall be deemed made by both parties as of the Closing Date:

6.1 Mechanics' Liens. No labor, material or services have been furnished in, on or about the Properties or any part thereof as a result of which any mechanics', laborers' or materialmen's liens or claims might arise.

6.2 Underground Storage Tanks. Neither party has knowledge of subterranean storage or underground storage tanks that exist on the Properties. The parties are aware that Parcel B ("Key Shop") of the Intercity Transit property had underground storage tanks that have been removed and that later investigation by the Parties revealed that Parcel B was contaminated with hazardous materials. Intercity Transit and the state Department of Ecology entered into an agreed order for clean-up of that parcel. On May 21, 2003 the Department of Ecology issued a letter stating that the agreed order has been satisfied and that final clean-up of the site has been accomplished. Intercity Transit has delivered documentation of satisfaction of the agreed order and completion of the final clean-up of this parcel to the City.

6.3 Assumption of Liabilities. Neither party, by virtue of the exchange of Properties, will be required to satisfy any obligation of the other party arising prior to the Closing Date, other than such obligations so expressly assumed by either party or any liens or other obligations with respect to the Properties as required by law.

7. Closing.

7.1 Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in **Paragraph 4** of this Agreement.

7.2 Documents to be Delivered by Parties. For and in consideration of, and as a condition precedent to, closing of the transactions, both parties shall obtain and deliver to Escrow Agent at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) **Authority.** Such evidence as the Title Company shall require as to authority of INTERCITY TRANSIT and CITY to convey the Properties to each other.

(ii) **General Assignment.** A general instrument of transfer in the form set forth on attached Exhibit C1 and Exhibit C2, pursuant to which each party shall convey and assign to the other party their

right, title and interest in and to (a) all Leases, (b) the Assumed Contracts, if any, and (c) all other rights listed in Exhibits C-1 and C-2.

(iii) **Original Documents.** Originals of all documents, if not already delivered, or copies if the originals are not available, including but not limited to all documents and materials assigned pursuant to the General Instrument of Transfer and the original leases fully executed with the landlord's and tenant's signatures acknowledged.

7.3 Quit Claim Deed. The CITY shall prepare Quit Claims Deeds in substantially the same form attached as Exhibit D.

7.4 Payment of Costs. At Closing, INTERCITY TRANSIT and CITY shall pay their own respective costs incurred with respect to the consummation of the exchange of the Property including, without limitation, attorneys' fees. Notwithstanding the foregoing, CITY shall pay the fee to record the Deeds, and one-half (1/2) of the escrow fee. INTERCITY TRANSIT shall pay one-half (1/2) of the Escrow fee.

7.5 Property Taxes. Each party shall pay at or prior to Closing all real property taxes, personal property taxes, and assessments, if any, due or to become due with respect to the property or properties the party is transferring for the period up to the Closing date.

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

7.7 Possession. Possession of the Properties shall be delivered to each party at Closing. The Properties, including without limitation the Improvements, shall be delivered to both parties in good order, with all personal property, if any, removed. If any personal property of either party, not transferred under this Agreement, remains on any of the Properties at Closing, then either party may remove all such personal property and charge the other party for the cost of such removal.

7.8 Prorations. All amounts required to be prorated hereunder as of Closing, shall be calculated as if INTERCITY TRANSIT was in possession of the City property and CITY was in possession of the Intercity Transit Property as of the date of Closing.

8. Environmental Compliance. In addition to and without limiting Sections 5, 6 and 7, both parties warrant, represent, covenant and agree:

8.1 Hazardous Substances. Neither party has used, generated, manufactured, produced, stored, released, discharged or disposed of on, under, above or about the Properties (or off-site of the Properties that might affect the Properties) or transported to or from the Properties, any Hazardous Substance or allowed any other person or entity to do so, except as noted here. The "Key Shop" site (Parcel B of Exhibit A) was found to be contaminated with hazardous materials, and Intercity Transit and the Department of Ecology entered into an agreed order for clean-up of that parcel. On March 21, 2003 the Department of Ecology issued a letter stating that the agreed order has been satisfied and that final clean-up of the site has been accomplished. Intercity Transit has delivered documentation of satisfaction of the agreed order and completion of the final clean-up of this parcel to the City. Except for the contamination just described, neither party has any knowledge nor has either party observed any questionable practice or conduct indicating that any Hazardous Substance has been used, generated, manufactured, produced, stored, released, discharged or disposed of on, under or above Properties (or off-site of the Properties that might affect the Properties) or transported to or from the Properties by any entity, firm or person, or from any source whatsoever.

8.2 Pre-closing Covenant. Neither party will use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Properties (or off-site of the Properties that might affect the Properties), or transport to or from the Properties, any Hazardous Substance or authorize any other person or entity to do so, prior to the closing.

8.3 Definitions. The term “Hazardous Substance” includes without limitation (a) those substances included within the definitions of “hazardous substances,” “hazardous materials,” “toxic substances,” “hazardous wastes” or “solid waste” in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; and (d) chlorinated solvents. The term “Environmental Law” includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions or hazardous substances.

9. Indemnification

9.1 City Indemnification. CITY shall pay, protect, pay the defense costs of, indemnify and hold INTERCITY TRANSIT and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of CITY set forth in this Agreement, (b) the failure of CITY to perform any obligation required by this Agreement to be performed by CITY, (c) the ownership, maintenance, and/or operation of the City Property by CITY prior to the Closing, not in conformance with this Agreement, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of the CITY, its representatives, employees, contractor or suppliers that occurred before Closing relating to the property.

9.2 Intercity Transit Indemnification. INTERCITY TRANSIT shall pay, protect, pay the defense costs of, indemnify and hold CITY and its successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of INTERCITY TRANSIT set forth in this Agreement, (b) the failure of INTERCITY TRANSIT to perform any obligation required by this Agreement to be performed by INTERCITY TRANSIT, (c) the ownership, maintenance, and/or operation of the Intercity Transit Property by INTERCITY TRANSIT prior to the Closing, not in conformance with this Agreement, or (d) any injuries to persons or property from any cause occasioned in whole or in part by any acts or omissions of INTERCITY TRANSIT, its representatives, employees, contractor or suppliers that occurred before Closing relating to the property.

10. 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 Intercity Transit:	Intercity Transit Attention: General Manager P.O. Box 659 Olympia, WA 98507
To City:	City of Olympia P.O. Box 1967 Olympia, WA 98507-1967 Attention: Sheri Zimny
With a copy to:	City of Olympia P.O. Box 1967 Olympia, WA 98507-1967 Attention: City Attorney for the City of Olympia

With a copy to: Thomas Bjorgen
Bjorgen Bauer Pitman Bauer, P.L.L.C.
1235 4th Avenue East
Olympia, WA 98506

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.

11. Miscellaneous.

11.1 Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington.

11.2 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 its obligations hereunder, to carry out the intent of the parties hereto.

11.3 Modification or Amendment, Waivers. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in this Agreement. 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.

11.4 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

11.5 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the parties.

11.6 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.7 Survival. The covenants, agreements, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof.

11.8 Time. Time is of the essence of every provision of this Agreement.

[Signatures appear on the following page]

DATED as of the date first set forth above.

SELLER:

Intercity Transit, a Washington municipal corporation

By: 

Its: General Manager

Name: Michael Harbour

Approved as to form:


Thomas Bjorgen
Counsel for Intercity Transit

BUYER:

City of Olympia, a Washington municipal corporation

By: 

Name: Steven R Hall

Its: City Manager

Approved as to form:



Darren Nienaber
Deputy City Attorney

EXHIBIT A

Legal Description of Intercity Transit Lots

Parcel A

Commonly known as 122 4th Avenue West, Olympia, Thurston County, Washington legally described as follows:

The West half of Lots 5 and 8, Block 4 of Sylvester Plat of Olympia, as recorded in Volume 1 of Plats, page 14.

Parcel B – “Key Shop Site”

Commonly known as 107 NW State Avenue, Olympia, Thurston County, Washington legally described as follows:

Lot 2, Block 4 of Sylvester Plat of Olympia, as recorded in Volume 1 of Plats, page 14; EXCEPT the Southerly 4 feet of the Easterly 60 feet.

EXHIBIT B

Legal Description of City Property

That part of Lots 26 and 27 of the Plat of Berry Farms Addition as recorded in Volume 8 of Plats, page 28, records of Thurston County, Washington described as follows:

Beginning at a point on the East line of said Lot 27, said point being 55 feet Southerly as measured at right angles from the centerline of Martin Way; thence Southwesterly parallel to said centerline of Martin Way to a point 35.5 feet distant as measured at right angles to the centerline of Pattison Street; thence Southerly parallel to the centerline of Pattison Street to a point 100 feet distant from the centerline of Martin Way as measured at right angles thereto; thence Easterly parallel to said centerline to the East line of said Lot 26; thence Northerly along said East line of Lots 26 and 27 to the point of beginning.

EXHIBIT C-1

General Assignment

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") is made as of this ____ day of _____, 2009 (the "Transfer Date") by INTERCITY TRANSIT, a municipal corporation organized under the laws of the State of Washington ("Assignor"), in favor of THE CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, as of the Transfer Date, all of the following relating to the real property legally described on attached Schedule 1 (the "Property"), to the extent assignable:

1. any and all of Assignor's right, title and interest, as lessor, in, to and under all leases, licenses and occupancy agreements together with any security deposits, affecting the Property (the "Leases");
2. any and all of Assignor's right, title and interest in, to and under the contracts and agreements relating to the leasing, operation, maintenance and repair of Property set forth on Schedule 2 (the "Contracts");
3. any and all assignable governmental licenses, permits, certificates (including certificates of completion and certificates of occupancy), authorizations and approvals held by Assignor in connection with the current occupancy, use and operation of, and construction upon, the Property (collectively, the "Permits"); and
4. any and all assignable warranties and guaranties including, without limitation, contractor's, architect's and manufacturer's warranties and guaranties held by Assignor and given by third parties with respect to the Property (collectively, the "Warranties").

Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage or expense, including without limitation, reasonable attorneys' fees, originating prior to the Transfer Date and arising out of the lessor's obligations under the Leases.

Assignee accepts this Assignment and hereby assumes and agrees to perform from and after the Transfer Date all of the covenants, agreements and obligations of the lessor under the Leases, as may be amended, and all of Assignor's covenants, agreements and obligations under the Contracts, Permits, and Warranties, and agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including without limitation, reasonable attorneys' fees, originating subsequent to the Transfer Date and arising out of the lessor's obligations under the Leases.

IN WITNESS WHEREOF, this Assignment and Assumption is made as of the day and year first above written.

ASSIGNOR: INTERCITY TRANSIT, a municipal corporation organized under the laws of the State of Washington

By: _____

Name: _____

Its: _____

ASSIGNEE:

THE CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington

By: _____

Name: _____

Its: _____

EXHIBIT C-2

General Assignment

ASSIGNMENT AND ASSUMPTION

THIS ASSIGNMENT AND ASSUMPTION (the "Assignment") is made as of this ____ day of _____, 2009 (the "Transfer Date") by CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington ("Assignor"), in favor of INTERCITY TRANSIT, a municipal corporation organized under the laws of the State of Washington ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee, as of the Transfer Date, all of the following relating to the real property legally described on attached Schedule 1 (the "Property"), to the extent assignable:

1. any and all of Assignor's right, title and interest, as lessor, in, to and under all leases, licenses and occupancy agreements together with any security deposits, affecting the Property (the "Leases");
2. any and all of Assignor's right, title and interest in, to and under the contracts and agreements relating to the leasing, operation, maintenance and repair of Property set forth on Schedule 2 (the "Contracts");
3. any and all assignable governmental licenses, permits, certificates (including certificates of completion and certificates of occupancy), authorizations and approvals held by Assignor in connection with the current occupancy, use and operation of, and construction upon, the Property (collectively, the "Permits"); and
4. any and all assignable warranties and guaranties including, without limitation, contractor's, architect's and manufacturer's warranties and guaranties held by Assignor and given by third parties with respect to the Property (collectively, the "Warranties").

Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from any and all cost, liability, loss, damage or expense, including without limitation, reasonable attorneys' fees, originating prior to the Transfer Date and arising out of the lessor's obligations under the Leases.

Assignee accepts this Assignment and hereby assumes and agrees to perform from and after the Transfer Date all of the covenants, agreements and obligations of the lessor under the Leases, as may be amended, and all of Assignor's covenants, agreements and obligations under the Contracts, Permits, and Warranties, and agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage or expense, including without limitation, reasonable attorneys' fees, originating subsequent to the Transfer Date and arising out of the lessor's obligations under the Leases.

IN WITNESS WHEREOF, this Assignment and Assumption is made as of the day and year first above written.

ASSIGNOR:

THE CITY OF OLYMPIA, a municipal corporation organized under the laws of the State of Washington

By: _____

Name: _____

Its: _____

ASSIGNEE:

INTERCITY TRANSIT, a municipal corporation organized under the laws of the State of Washington

By: _____

Name: _____

Its: _____

EXHIBIT D-1

Form of Deed

AFTER RECORDING MAIL TO:

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

QUIT CLAIM DEED

The Grantor, **INTERCITY TRANSIT**, a Washington municipal corporation, for and in consideration of the sum of TEN and NO/100---(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby conveys and quit claims to the **CITY OF OLYMPIA**, a Washington municipal corporation the following described real estate and any after acquired interest therein, situated in the City of Olympia, County of Thurston, in the State of Washington:

Parcel A

Commonly known as 122 4th Avenue West, Olympia, Thurston County, Washington legally described as follows:

The West half of Lots 5 and 8, Bock 4 of Sylvester Plat of Olympia, as recorded in Volume 1 of Plats, page 14.

Tax Parcel #7850-04-00502

Parcel B

Commonly known as 107 NW State Avenue, Olympia, Thurston County, Washington legally described as follows:

Lot 2, Block 4 of Sylvester Plat of Olympia, as recorded in Volume 1 of Plats, page 14; EXCEPT the Southerly 4 feet of the Easterly 60 feet.

Tax Parcel #7850-04-00200

DATED this ____ day of _____, 2009.

INTERCITY TRANSIT

By: _____
Its : _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this day of _____, 20__ before me personally appeared _____
_____ to me known to be the individual described in and who executed the foregoing
instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and
purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,
Residing at _____
My Appointment Expires _____

DATED this ____ day of _____, 2009.

Approved as to form:

CITY OF OLYMPIA
City Manager

City Attorney

By: _____
Steven R. Hall

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this day of _____, 20__ before me personally appeared Steven R. Hall,
to me known to be the individual described in and who executed the foregoing instrument, and
acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein
mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,
Residing at _____
My Appointment Expires _____

EXHIBIT D-2

Form of Deed

AFTER RECORDING MAIL TO:

Intercity Transit
P.O. Box 569
Olympia, WA 98507

QUIT CLAIM DEED

The Grantor, **CITY OF OLYMPIA**, a Washington municipal corporation, for and in consideration of the sum of TEN and NO/100--(\$10.00) Dollars, and other valuable considerations, in hand paid, hereby conveys and quit claims to **INTERCITY TRANSIT**, a Washington municipal corporation the following described real estate and any after acquired interest therein, situated in the City of Olympia, County of Thurston, in the State of Washington:

That part of Lots 26 and 27 of the Plat of Berry Farms Addition as recorded in Volume 8 of Plats, page 28, records of Thurston County, Washington described as follows:

Beginning at a point on the East line of said Lot 27, said point being 55 feet Southerly as measured at right angles from the centerline of Martin Way; thence Southwesterly parallel to said centerline of Martin Way to a point 35.5 feet distant as measured at right angles to the centerline of Pattison Street; thence Southerly parallel to the centerline of Pattison Street to a point 100 feet distant from the centerline of Martin Way as measured at right angles thereto; thence Easterly parallel to said centerline to the East line of said Lot 26; thence Northerly along said East line of Lots 26 and 27 to the point of beginning.

DATED this ____ day of _____, 2009.

Approved as to form:

CITY OF OLYMPIA
City Manager

City Attorney

By: _____
Steven R. Hall

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this day of _____, 20__ before me personally appeared Steven R. Hall, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,
Residing at _____
My Appointment Expires _____

DATED this ___ day of _____, 2009.

INTERCITY TRANSIT

By: _____
Its : _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On this day of _____, 20__ before me personally appeared _____ to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that signed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,
Residing at _____
My Appointment Expires _____