Document Title: PULLMAN-MOSCOW REGIONAL AIRPORT INTERLOCAL CONTRIBUTION AGREEMENT WITH THE PORT OF WHITMAN COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON.

Reference Number(s) of Related Documents:

Grantors: City of Pullman, a municipal corporation of the state of Washington; City of Moscow, a municipal corporation of the State of Idaho; Latah County, a political subdivision of the State of Idaho; and Washington State University, an institution of higher education of the State of Washington; all collectively referred to as "Members of the Pullman-Moscow Regional Airport Board"; and the Port of Whitman County, a municipal corporation of the State of Washington.

Grantee: The Public

Legal Description: N/A

1. N/A

<table>
<thead>
<tr>
<th>SUBDIVISION</th>
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</tr>
</thead>
</table>

2. Additional legal description: N/A

Assessor's Property Tax Parcel Numbers:

N/A
PULLMAN-MOSCOW REGIONAL AIRPORT INTERLOCAL CONTRIBUTION AGREEMENT WITH THE PORT OF WHITMAN COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON

THIS AGREEMENT (“AGREEMENT”) is entered into between the CITY OF PULLMAN, a municipal corporation under the law of the State of Washington (“PULLMAN”); the CITY OF MOSCOW, a municipal corporation of the State of Idaho (“MOSCOW”); LATAH COUNTY, a political subdivision of the State of Idaho (“LATAH”); WASHINGTON STATE UNIVERSITY, an institution of higher education of the State of Washington (“WSU”), all collectively referred to as “MEMBERS OF THE PULLMAN-MOSCOW REGIONAL AIRPORT BOARD” and the PORT OF WHITMAN COUNTY, a municipal corporation of the State of Washington (“PORT”).

RECITALS

WHEREAS, the PARTIES are authorized to enter into and carry out the AGREEMENT pursuant to the provisions of Idaho Code §§67-2326 through 2333, Idaho Code §21-401, and Article IX, Section 10, Idaho Constitution, and Chapter 39.34 of the Revised Code of Washington (RCW), RCW 14.08.200 and RCW 28B.30.150.

WHEREAS, the MEMBERS OF THE PULLMAN-MOSCOW REGIONAL AIRPORT BOARD have agreed to pay for their respective fiscal year beginning 2008 the following sums for operation and management of the PULLMAN-MOSCOW REGIONAL AIRPORT (herein the “AIRPORT”): PULLMAN shall pay $32,013; MOSCOW shall pay $32,013, if annually appropriated by its governing body; WSU shall pay $18,935; and LATAH shall pay $17,000, if annually appropriated by its governing body; and

WHEREAS, the PORT, a former member of the PULLMAN-MOSCOW REGIONAL AIRPORT BOARD, gave notice of its withdrawal from the Board and participation in governance of the AIRPORT in accordance with the Airport Cooperation Agreement effective January 1, 2008; and

WHEREAS, the PORT wishes to continue with financial support of the AIRPORT;

NOW, THEREFORE, all parties hereto hereby agree as follows:

The PORT shall pay not less than $20,750 in support of operations and management of the PULLMAN-MOSCOW REGIONAL AIRPORT for the 2008 fiscal year.

The PORT shall pay a like amount in future years commencing with the 2009 fiscal year of the Airport (Jan. 1- Dec. 31), provided by notice in writing to the CITY OF PULLMAN sent no later than the first day of October in any Airport fiscal year the PORT may terminate this obligation for the following and all subsequent Airport fiscal years.
IN WITNESS WHEREOF, each of the representatives of the parties has executed this AGREEMENT by their duly authorized officials on the date and year indicated following his or her signature.

THE CITY OF PULLMAN, WASHINGTON
By ____________________________
Date 10/12/10
ATTEST: ____________________________
Finance Director

THE CITY OF MOSCOW, IDAHO
By ____________________________
Date 12/21/09
ATTEST: ____________________________

THE PORT OF WHITMAN COUNTY, WASHINGTON
By ____________________________
Date ____________________________
ATTEST: ____________________________

WASHINGTON STATE UNIVERSITY
By ____________________________
Date 10/15/10
ATTEST: ____________________________
STATE OF WASHINGTON  
County of Whitman  

On this day personally appeared before me Glenda Johnstun, MAYOR, and William Pugh, FINANCE DIRECTOR/CITY CLERK, respectively for the CITY OF PULLMAN, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 18th day of Oct, 2010

JANE JOYCE

STATE OF IDAHO  
County of Latah  

On this day personally appeared before me Nancy Cherry, MAYOR, and Stephanie Kalin, FINANCE DIRECTOR/CITY CLERK, respectively for the CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 21st day of April, 2009

KELI A. JONES

NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, RESIDING AT PULLMAN
My commission expires: 8-14-2012
STATE OF WASHINGTON  
	) ss.

County of Whitman

On this day personally appeared before me, Richard A. Kruehn, Title: Assoc. Vice President of WASHINGTON STATE UNIVERSITY, AN INSTITUTION OF HIGHER EDUCATION OF THE STATE OF WASHINGTON, the institution that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said institution, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 15th day of October, 2010.

Deseree L. Jacobsen

Notary name printed
NOTARY PUBLIC in and for the State of Washington, residing at Pullman.
My commission expires: 12-27-12.
REQUEST FOR NONSTANDARD RECORDING

I, (print name) Jane Joyce, am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Jane Joyce

PRINT NAME

Note: This request will be attached to the document and included in the filing.
STATE OF WASHINGTON
COUNTY OF WHITMAN

I, Eunice L. Coker, Auditor in and for the County of
Whitman, State of Washington, do hereby certify that
the within and foregoing is a full, true and correct
copy (photographic) of the record of an instrument
on file in my office as file No. 701593 records of
Intellectual Agreement of said county.
IN WITNESS WHEREOF I have hereunto set my hand
and fixed my official seal this 10TH day of
OCTOBER, 2010.

Eunice L. Coker, COUNTY AUDITOR

_____________________, Deputy
Document Title: ADDENDUM TO PULLMAN-MOSCOW REGIONAL AIRPORT AGREEMENT RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT.

Reference Number(s) of Related Documents:

Grantors: City of Pullman, a municipal corporation of the state of Washington; City of Moscow, a municipal corporation of the State of Idaho; Latah County, Idaho, a political subdivision of the State of Idaho; Washington State University, an institution of higher education of the State of Washington; and the Port of Whitman County, Washington

Grantee: The Public

Legal Description: N/A

1. N/A

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2. Additional legal description: N/A

Assessor's Property Tax Parcel Numbers:

N/A
PULLMAN-MOSCOW REGIONAL AIRPORT AGREEMENT
RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT

RECITALS

WHEREAS, the parties to the Pullman-Moscow Regional Airport Cooperation Agreement are the city of Pullman, a municipal corporation of the state of Washington (hereinafter referred to as "Pullman"), the city of Moscow, a municipal corporation of the state of Idaho (hereinafter referred to as "Moscow"), the Port of Whitman County, Washington, a municipal corporation of the state of Washington (hereinafter referred to as "Port"), Latah County, Idaho a political sub-division of the state of Idaho (hereinafter referred to as "Latah County"), and Washington State University, an institution of higher education of the state of Washington (hereinafter referred to as "WSU"); and,

WHEREAS, in 1987 the parties together with the University of Idaho entered into an agreement for the construction of a new airport terminal and terminal area improvements at the Pullman-Moscow Regional Airport (hereinafter referred to as "Airport"); and,

WHEREAS, the 1987 agreement was entitled "Pullman-Moscow Regional Airport Supplemental Cooperation Agreement for Sharing Costs of New Terminal Facility" (hereinafter referred to as "Supplemental New Airport Terminal Agreement"); and,

WHEREAS, the "Supplemental New Airport Terminal Agreement" contained provisions for the financing of the new terminal and terminal area improvements through debt
issued by Pullman and annual payments by all Parties to Pullman’s debt service payments.

WHEREAS, the final payment for the airport terminal bond was made in 2008; and,

WHEREAS, the parties desire to enter into a new agreement to finance a capital improvement project to address fire flow needs for the “Airport”; and,

WHEREAS, the parties desire to continue along similar financing provisions as were contained in the “Supplemental New Airport Terminal Agreement” in order to address the costs of the fire flow project for the airport (hereinafter referred to as “Airport Fire Flow Project”;

NOW, THEREFORE, “Pullman”, “Moscow”, the “Port”, “Latah County”, and “WSU” hereby agree as follows:

1. That it is in the public interest and of necessity and for a public purpose that the substandard fire flow system at the “Airport” be improved.

2. That the “Airport Fire Flow Project” shall be constructed as more fully described in Paragraph 3.

3. “Airport Fire Flow Project” consists of the development of a closed, fire pump/storage system or a gravity flow system that will serve only the airport. The system includes a reduced pressure principle backflow prevention assembly (RPDA), or an approved air gap, with master water meter. A
transmission pipe will be constructed in order to supply the 3500 gpm flow without excessive velocities and head loss. An approximately 420,000-usable gallon reservoir will be constructed north of the Airport Road. The storage reservoir will be designed to satisfy the Federal Aviation Administration primary surface requirements. Fire hydrants will be constructed as stipulated by the Pullman Fire Department to provide fire flow coverage.

4. Duration and Termination.

This Agreement shall be effective when the last signatory approves or ratifies and executes this Agreement. Pursuant to the provisions of RCW 39.34.040, the Agreement shall enter into force as to the Washington entities when it has been filed with city clerks of "Pullman" and "Moscow", the secretary of the "Port", the secretary of the Board of County Commissioners of Latah County, Idaho, the secretary of the Board of Regents of "WSU", the Auditor of Whitman County, Washington, the Secretary of State for the State of Washington and the Secretary of State for Idaho and shall become binding as to the Idaho entities when an opinion of the Attorney General of the State of Idaho has been rendered or failed to be rendered to the effect that this Agreement does not violate the provisions of the Constitution of the United States or the Idaho Constitution and statutes, and notification of said opinion has
been given all as provided in Section 67-2329, Idaho Code. Once effective, this Agreement shall remain effective until the final twentieth year payment to "Pullman" is made by each of the other parties to this agreement. Based upon the first payment to "Pullman" being made in 2009, it is anticipated that this agreement will terminate when the last twentieth year payment is made in 2028.

5. Financing.

In the June 2008 Taylor Engineering, Inc. analysis the total cost of the "Airport Fire Flow Project" was estimated to be $1,447,800 not including land acquisition costs, financing costs or inflationary increases.

(a) "Pullman" shall pursue financing of the cost of the ""Airport Fire Flow Project"" and shall receive contributory payments from the other parties equal to $1,080,000, which represents the total sum paid by the other parties towards the airport terminal project. "Pullman" may arrange the financing of the "Airport Fire Flow Project" cost in any manner it deems appropriate including bonding for whatever period it deems appropriate, grants, reserves or any combination thereof.

(b) The "Port" will pay to "Pullman" the sum of $15,750 annually each year from 2009 through
2028 as its contributory share for the construction of the "Airport Fire Flow Project". Each annual payment shall be made no later than January 31st of each year, commencing in 2009.

(c) "Moscow" shall annually endeavor to make, but is not obligated to make due to the constraints of Article 8, §3 of the Idaho Constitution, a payment to "Pullman" of the sum of $15,750 as its contributory share for the construction of the "Airport Fire Flow Project". "Moscow" promises to present an annual request for appropriation of its contributory share to its legislative body during budget preparation. Each annual payment shall be made no later than January 31st of each year, commencing in 2009.

(d) "Latah County" shall annually endeavor to make, but is not obligated to make due to the constraints of Article 8, §3 of the Idaho Constitution, a payment to "Pullman" of the sum of $7,500 as its contributory share for the construction of the "Airport Fire Flow Project". "Latah County" promises to present an annual request for appropriation of its contributory share to its legislative body during budget preparation. Each annual payment shall be made no later than January 31st of each year, commencing in 2009.
(e) "WSU" will pay to "Pullman" the sum of $7,500 annually each year from 2009 through 2028 for the services of the "Airport Fire Flow Project". Each annual payment shall be made no later than January 31st of each year, commencing in 2009.

(f) With the unanimous vote of the "Parties" an additional contribution of $7,500 may be authorized from the Airport Budget in those years when the "Parties" deem it appropriate in order to make up for the $7,500 annual contribution of the University of Idaho.

(g) In recognition of the greater contributory share that "Pullman" will be required to pay for the "Airport Fire Flow Project", and as was provided under the terms of the "Supplemental New Airport Terminal Agreement", and the assumption of full responsibility for debt obligations for the "Airport Fire Flow Project", "Pullman" shall receive from the "Board" the sum of $10,000 annually from landing and facility fees which are levied by the "Board" after the effective date of this Agreement. Any grants obtained or renewed by Pullman for this Project shall be used to reduce Pullman's debt payment contributions.

PROVIDED, HOWEVER, that if the "Airport Fire Flow Project" is not operating by December 1, 2012, no further monies to be paid "Pullman" as set forth in sections 5(b),
through 5(f) shall be paid to "Pullman" and all monies previously paid to "Pullman" as set forth in sections 5(b), through 5(f) shall be refunded to the respective payors together with interest thereon at the rate realized by "Pullman" in the sale of the bonds sold to finance the local share of the monies necessary to construct the "Airport Fire Flow Project" less the costs of the sale incurred by "Pullman" apportioned between the payors and "Pullman" according to the sums each has then paid toward the debt retirement and any sums the "Board" has paid "Pullman" for increased landing and rental fees.

(h) The "Port", "Moscow", "Latah County", and "WSU" shall each be entitled to make prepayment of all of their respective annual obligations in the amounts as committed, expected, or subscribed in sections 5(b) [the "Port"--$15,750], 5(c) ["Moscow"--$15,750], 5(d) [Latah County"--$7,500], and 5(e) ["WSU"--$7,500], by paying the total remaining balance by no later than January 31st in any given year. The total remaining balance for the purpose of determining the amount of a prepayment is the present value of the unpaid balance which shall be calculated as follows:

\[
\text{[PRESENT VALUE (prepayment total)]} = \text{scheduled payment} \times \text{number of years remaining} \times \text{current one-year Treasury Note Rate as of December 31}. \text{ As an example, 10 years}
\]
remaining on $15,750 annual payment with 8.5 percent Treasury Note Rate would yield a present value of $103,341.

6. Termination by Pullman.

Pullman retains the right to terminate this Agreement prior to the award of a contract for construction upon written notice in the event:

(a) Pullman is unable to obtain tax-exempt financing for the “Airport Fire Flow Project”; or

(b) Pullman determines that the total costs of the “Airport Fire Flow Project” exceed its ability to make required debt service payments in excess of the annual contributions of the other parties.

PROVIDED, HOWEVER, that if the “Airport Fire Flow Project” is not operating by December 1, 2012, no further monies to be paid “Pullman” as set forth in sections 5(b), through 5(f) shall be paid to “Pullman” and all monies previously paid to “Pullman” as set forth in sections 5(b), through 5(f) shall be refunded to the respective payors together with interest thereon at the rate realized by “Pullman” in the sale of the bonds sold to finance the local share of the monies necessary to construct the “Airport Fire Flow Project” less the costs of the sale incurred by
"Pullman" apportioned between the payors and "Pullman" according to the sums each has then paid toward the debt retirement and any sums the "Board" has paid "Pullman" for increased landing and rental fees.


The ownership of the improvements referred to herein as the "Airport Fire Flow Project" shall be vested solely in the city of Pullman and shall become part of Pullman's municipal water system upon completion of construction.

IN WITNESS WHEREOF, each of the parties have executed nine copies of this Addendum to the "Agreement" by their duly authorized officials on the date and year indicated following his or her signature.

THE CITY OF PULLMAN, WASHINGTON

By ___________________________
Date __________ 8-2-09

ATTEST: ___________________________

THE PORT OF WHITMAN COUNTY, WASHINGTON

By ___________________________
Date __________ 06/09/09

ATTEST: ___________________________

THE CITY OF MOSCOW, IDAHO

By ___________________________
Date __________ 8-2-09

ATTEST: ___________________________

LATAH COUNTY, IDAHO

By ___________________________
Date __________ 5-1-09

ATTEST: ___________________________
On this day personally appeared before me, Glenn A. Johnson, Mayor, and Troy L. Do, Finance Director/City Clerk, respectively for the City of Pullman, a Municipal Corporation of the State of Washington, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 2nd day of June, 2009.

[Signature]
Jane Joyce
Notary Public in and for the State of Washington, residing at Pullman.
STATE OF IDAHO
County of Latah

On this day personally appeared before me Nancy Chance, MAYOR, and Stephanie Kalazri, FINANCE DIRECTOR/CITY CLERK, respectively for the CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 21 day of April, 2010.

My commission expires: 8-14-2012

STATE OF WASHINGTON
County of Whitman

On this day personally appeared before me John Love, Comm. Pres. for the PORT OF WHITMAN COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 4th day of June, 2009.

My commission expires: 9-15-12
STATE OF IDAHO
) ss.
County of Latah )

On this day personally appeared before me Tom Stroschein, John A Nelson, and Jennifer Barrett, COMMISSIONERS respectively for the COUNTY OF LATAH, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, the political subdivision that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said political subdivision.

GIVEN under my hand and official seal this 11th day of May, 2009.

[Signature]
Kara N. Richert
NOTARY PUBLIC in and for the State of Idaho, residing at Moscow.
My commission expires: 9-07-11.

STATE OF WASHINGTON ) ss.
County of Whitman )

On this day personally appeared before me Richard A. Health, TITLE: Sr. Assoc. Vice President of WASHINGTON STATE UNIVERSITY, AN INSTITUTION OF HIGHER EDUCATION OF THE STATE OF WASHINGTON, the institution that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said institution, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 14th day of May, 2009.

[Signature]
Judith K. Dufey
Notary name printed
NOTARY PUBLIC in and for the State of Washington, residing at Pullman, WA.
My commission expires: 31/1/2013.
REQUEST FOR NONSTANDARD RECORDING

I, (print name) Jane Joyce, am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature: Jane Joyce
Document Title: PULLMAN-MOSCOW REGIONAL AIRPORT AGREEMENT RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT.

Reference Number(s) of Related Documents:

Grantors: City of Pullman, a municipal corporation of the state of Washington; City of Moscow, a municipal corporation of the State of Idaho; Latah County, Idaho, a political subdivision of the State of Idaho; Washington State University, an institution of higher education of the State of Washington; and the Port of Whitman County, Washington, a municipal corporation of the State of Washington

Grantee: The Public

Legal Description: N/A

1. N/A

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2. Additional legal description: N/A

Assessor's Property Tax Parcel Numbers:

N/A
ADDENDUM TO PULLMAN-MOSCOW REGIONAL AIRPORT AGREEMENT
RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT

THIS AGREEMENT is made and entered into this \textit{14th} day of \textit{June} 2009, by
and among THE CITY OF PULLMAN, a municipal corporation of the State of Washington, THE
CITY OF MOSCOW, a municipal corporation of the State of Idaho, LATAH COUNTY, IDAHO,
a political sub-division of the State of Idaho, WASHINGTON STATE UNIVERSITY, an institution
of higher education of the State of Washington, and the PORT OF WHITMAN COUNTY,
WASHINGTON, to amend their Agreement Relating to the Funding of the Airport Fire Flow
Project, as follows:

1. Paragraph 2, page 2, is hereby amended to read as follows:

   "2. That the "Airport Fire Flow Project" shall be constructed as more fully described in
   Paragraph 3.

2. Paragraph 3, page 3 is hereby amended to read as follows:

   "3. "Airport Fire Flow Project" consists of the development of a closed, fire
   pump/storage system or a gravity flow system that will serve only the airport. The system
   includes a reduced pressure principle backflow prevention assembly (RPBA), or an
   approved air gap, with master water meter. A transmission pipe will be constructed in
   order to supply the 3500 gpm flow without excessive velocities and head loss. An
   approximately 420,000-usable gallon reservoir will be constructed north of the Airport
   Road. The storage reservoir will be designed to satisfy the Federal Aviation
   Administration primary surface requirements. Fire hydrants will be constructed at
   approximately 300-foot spacing to provide fire flow coverage throughout the site.

3. This Addendum may be executed in counterparts, each of which when taken together
shall constitute one and the same instrument. Faxed signatures shall be considered original
signatures for all purposes.

4. All other provisions of the PULLMAN-MOSCOW REGIONAL AIRPORT
AGREEMENT RELATING TO THE FUNDING OF THE AIRPORT FIRE FLOW PROJECT
are hereby expressly ratified and affirmed.

IN WITNESS WHEREOF, each of the parties have executed nine copies of this Addendum
to the AGREEMENT by their duly authorized officials on the date and year indicated following his
or her signature.
STATE OF WASHINGTON

County of Whitman

On this day personally appeared before me Glenn A. Johnson, MAYOR, and Troy Wood, FINANCE DIRECTOR/CITY CLERK, respectively for the CITY OF PULLMAN, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 2nd day of June, 2008.

Jane Joyce

Notary name printed

JANE JOYCE
NOTARY PUBLIC in and for the State of Washington, residing at Pullman

STATE OF IDAHO

County of Latah

On this day personally appeared before me Nancy Chaney, MAYOR, and Stephanie Palcza, FINANCE DIRECTOR/CITY CLERK, respectively for the CITY OF MOSCOW, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 21 day of April, 2009.

Keli A. Jones

NOTARY PUBLIC in and for the State of Idaho, residing at Pullman
My commission expires: 8-14-2017
STATE OF WASHINGTON

County of Whitman

On this day personally appeared before me John Love, Dan Boone, for the PORT OF WHITMAN COUNTY, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON, the municipal corporation that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 4th day of June, 2008.

Debbie A Snell

STATE OF IDAHO

County of Latah

On this day personally appeared before me Tom S. Strochein John A. Nelson, and Jennifer Barrett, COMMISSIONERS respectively for the COUNTY OF LATAH, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, the political subdivision that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said political subdivision, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said political subdivision.

GIVEN under my hand and official seal this 14th day of May 2009.
STATE OF WASHINGTON  
County of Whitman  

On this day personally appeared before me, Richard A. Neath, TITLE: Asst. Vice Pres. of Washington State University, an institution of higher education of the State of Washington, the institution that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said institution, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument, and that the seal affixed is the corporate seal of said municipal corporation.

GIVEN under my hand and official seal this 14th day of May, 2009.

Judith K. Durfee  
NOTARY PUBLIC in and of Washington, residing at Pullman, WA.  
My commission expires: 3/21/2013.
REQUEST FOR NONSTANDARD RECORDING

I, (print name) **Jane Joyce** am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

**Jane Joyce**

PRINT NAME

**Jane Joyce**

SIGNATURE

Note: This request will be attached to the document and included in the filing.