

Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, ACCEPTING A GIFT AND DONATION FROM THE ANGELA J. BOWEN CONSERVANCY FOUNDATION TO BE USED SOLELY TO ACQUIRE REAL PROPERTY TO BE HELD AND MAINTAINED AS A PARK FOR NATURE CONSERVANCY, OPEN SPACE AND NON-MOTORIZED PUBLIC RECREATION PURPOSES IN PERPETUITY UPON CERTAIN TERMS AND CONDITIONS

WHEREAS, the Estate of Margaret E. Long is the owner of certain real property consisting of approximately 9.85 acres, more or less, located in Olympia, Washington, Thurston County Tax Parcel No. 12817240101. This real property is unimproved land that is forested with standing timber that would benefit from ownership by the City of Olympia, and management by the Olympia Parks, Arts and Recreation Department (OPARD); and

WHEREAS, The Angela J. Bowen Conservancy Foundation (AJBCF), a Washington nonprofit corporation and Section 501(c)(3) tax exempt private foundation is offering a donation to the City of Olympia (donation) in the amount of One Million Four Hundred Fifty Thousand and 00/Dollars (\$1,450,000.00) to be used solely for the purchase of the aforesaid real property from the Estate of Margaret E. Long (Long Property), Thurston County Tax Parcel No. 12817240101 and legally described as follows:

Parcel B of Boundary Line Adjustment No. BLA-251683 OL, as recorded June 10, 2025 under Auditor's File No. 505279.

Subject to all easements, reservations and restrictions of record.

Situate in Thurston County, Washington.

and

WHEREAS, the purpose of the donation from AJBCF is to ensure the Long Property is held and maintained as a park for nature conservancy, open space and non-motorized public recreation purposes in perpetuity. The funds donated by AJBCF shall only be used for the purchase of the Long Property; and

WHEREAS, the aforesaid donation is contingent upon the City of Olympia doing each of the following at or prior to the closing of the purchase of the property owned by the Estate of Margaret E. Long (Donation Contingencies):

1. The Olympia City Council passing an ordinance pursuant to RCW 35.21.100 and consistent with OMC 3.56.020 accepting the money donated to the City of Olympia by The Angela J. Bowen Conservancy Foundation which funds shall solely be used for the purchase of the above legally described real property owned by the Estate of Margaret E. Long by the City of Olympia; and

2. The City of Olympia agrees to the terms and conditions of a Declaration of Conservation Restrictions (Declaration) to be recorded in the real property records of Thurston County, Washington, which will ensure the real property owned by the Estate of Margaret E. Long is and shall be held and maintained for nature conservancy purposes in a form acceptable to AJBCF and the City of Olympia as shown in Exhibit A attached hereto and incorporated herein by reference.

3. The City of Olympia, through its City Manager as its authorized representative or his designee, shall issue escrow instructions to Thurston County Title Company to immediately record the Declaration

of Conservation Restrictions executed by the Estate of Margaret E. Long to AJBCF and the City of Olympia, prior to recording of the deed of conveyance for the real property from the Estate of Margaret E. Long to the City of Olympia in the records of the Thurston County Auditor.

4. The City of Olympia agrees the deed of conveyance shall be subject to the Declaration of Conservation Restrictions in favor of AJBCF and the Declaration's terms and conditions.

5. Prior to closing of the City's purchase of the Long Property, AJBCF agrees to donate, transfer or deposit the sum of One Million Four Hundred Fifty Thousand and 00/Dollars (\$1,450,000.00) to the City of Olympia, to be used and applied solely for the purchase by the City of Olympia of the aforesaid legally described real property from the Estate of Margaret E. Long; and

WHEREAS, the Olympia City Council has considered the recommendation of the Olympia Parks Arts and Recreation Department (OPARD), to accept the funding provided by AJBCF to be applied and used solely for the purchase of the aforesaid real property from the Estate of Margaret E. Long; and

WHEREAS, the City of Olympia shall provide AJBCF copies of all documents related to the City's purchase of the Long Property as they become available including, but not limited to appraisals, inspection reports, Phase I environmental studies, hazardous substances reports, baseline studies, purchase and sale agreements, deeds, easements, title reports, escrow instructions and other documents relating to the property transaction (Transaction Documents). It is understood and agreed that AJBCF may, in its sole discretion, terminate this donation based on anything it discovers in the Transaction Documents; and

WHEREAS, the Olympia City Council finds this gift and donation of One Million Four Hundred Fifty Thousand and 00/Dollars (\$1,450,000.00) to be used solely for the purchase of the real property from the Estate of Margaret E. Long on the terms and conditions stated herein and in the Declaration of Conservation Restrictions to be in the public interest and serves the public welfare.

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. Acceptance of Donation. As recommended by the Olympia Parks Arts and Recreation Department (OPARD), the Olympia City Council, pursuant to RCW 35.21.100 and OMC 3.56.020, hereby accepts the gift and donation of One Million Four Hundred Fifty Thousand and 00/Dollars (\$1,450,000.00) to be applied and used solely for the purchase of real property from the Estate of Margaret E. Long as legally described in the recitals above which are incorporated herein, pursuant to the terms and conditions set forth in Section 2 below.

Section 2. Terms and Conditions. The gift and donation from AJBCF to the City of Olympia is upon the terms or conditions set forth in this Ordinance, the incorporated recitals set forth above, and the form of Declaration of Conservation Restrictions in Exhibit A attached hereto and incorporated herein by reference. At closing, the Declaration of Conservation Restrictions shall be in first position recorded in the records of the Thurston County Auditor of the Long Property purchased by the City of Olympia from the Estate of Margaret E. Long. The City of Olympia shall provide AJBCF a copy of the Buyer's Settlement Statement no later than twenty (20) days after closing that details the expenditure of the funds donated by AJBCF. The City shall repay any funds donated by AJBCF that are not used for purchase of the Long Property. The City of Olympia shall submit each year thereafter by January 15 a report to AJBCF on the nature conservancy status of the real property purchased from the Estate of Margaret E. Long and the City's efforts to preserve the conservation values of the Long Property. The City of Olympia shall keep records of Buyer's Settlement Statement, receipts and expenditures related to the donated funds and make such books and records available to AJBCF upon request at all reasonable times. The City of Olympia shall not use any of the funds donated by AJBCF to influence legislation, to influence the outcome of elections, to carry on voter registration drives, to make grants to individuals or other

organizations or to undertake any nonexempt activity, when such use of the funds donated by AJBCF would be a taxable expenditure if made directly by the City of Olympia. If the City of Olympia has not closed on the purchase of the real property legally described herein within six (6) months of the closing date set forth in the Real Estate Purchase and Sale Agreement, the City of Olympia shall release or return the donation funds to AJBCF or request an extension of the closing date for which the sole discretion for approval rests with AJBCF.

Section 3. Conveyance. The donor, ABJCF, shall convey said gift and donation to the City of Olympia by donating, transferring, or depositing the sum of One Million Four Hundred Fifty Thousand and 00/Dollars (\$1,450,000.00) to the City of Olympia prior to closing of the purchase of the Long Property, such funds to be applied and used solely for the purchase of the aforesaid legally described real property from the Estate of Margaret E. Long. Said gift and donation shall not be deemed complete until the Declaration of Conservation Restrictions and deed of conveyance to the City of Olympia have been recorded with the Thurston County Auditor.

Section 4. Authorization. The City Manager is authorized to acknowledge and accept the donation of One Million Four Hundred Fifty Thousand and 00/Dollars (\$1,450,000.00) from AJBCF to be used solely for the purchase of the aforesaid legally described real property from the Estate of Margaret E. Long, and to accept the terms and conditions of the Declaration of Conservation Restrictions attached hereto and incorporated herein as Exhibit A and all terms set forth in this ordinance.

Section 5. Effective Date. The effective date of this Ordinance shall be five (5) days after passage and publication, as provided by law.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:

EXHIBIT A
FORM OF DECLARATION OF CONSERVATION RESTRICTIONS

WHEN RECORDED RETURN TO:

The Angela J. Bowen Conservancy Foundation
PO Box 11459
Olympia, WA 98508

DECLARATION OF CONSERVATION RESTRICTIONS

Document Title:	Declaration of Conservation Restrictions
Grantor:	The Estate of Margaret E. Long, by and through its Personal Representative, Suzanne M. Paulsrude
Grantee:	City of Olympia, a Washington municipal corporation
Abbreviated Legal Description:	PCL. B BLA-251683 OL
Assessor's Tax Parcel Number:	12817240101

The Estate of Margaret E. Long, by and through its Personal Representative, Suzanne M. Paulsrude, ("Grantor"), the City of Olympia, a municipality in the state of Washington ("Grantee") and The Angela J. Bowen Conservancy Foundation, a Washington nonprofit corporation and a Section 501(c)(3) tax exempt private foundation ("Declarant") enter into this Declaration of Conservation Restrictions ("Declaration") as provided in paragraph 33 below ("Effective Date") and declare as follows:

BACKGROUND

1. The Estate of Margaret E. Long is the owner of the real property commonly known as Thurston County Tax Parcel No. 12817240101 in Thurston County, Washington, 98502 and legally described on **Exhibit A** ("Property") attached hereto and incorporated herein by reference.
2. The Property, consisting of 9.85 acres, more or less, of forest land, contains a mature stand of western red cedar, Douglas fir, big leaf maple and western hemlock, has an understory consisting of native vegetation and possesses natural, scenic, riparian, forest, and ecological values of great importance to Grantor and Grantee, the City of Olympia, the people of Thurston County and the people of the state of Washington (collectively the "Conservation Values"). The Conservation Values have been documented in a Baseline Documentation Report dated October 30, 2024, on file at offices of Grantee and Declarant incorporated herein by this reference ("Baseline Documentation Report"). The Baseline Documentation Report consists of reports, maps, photographs, and other documentation that collectively provide an accurate representation of the condition of the Property on the Effective Date. The Baseline Documentation Report is

intended to serve as a baseline for monitoring compliance with the terms and conditions of this Declaration.

3. The ongoing conversion of land, riparian habitats, and open space to residential and commercial use in Thurston County has contributed to the decline of quality riparian habitats, wetlands, forested and natural lands and open green space for low impact non-motorized, passive recreational activities. The Property would be desirable for residential development because of its location and orientation. In the absence of this Declaration, the Property could be developed in a manner that would destroy the Conservation Values of the Property.

4. Grantee is a municipality in the state of Washington which has as one of its purposes and powers the providing of park lands and recreation space for the benefit of its residents. Grantee's City Council enacting Ordinance No. _____ on _____ 2025, providing in consideration of a donation from The Angela J. Bowen Conservancy Foundation to be applied to the purchase of the Property, the City of Olympia agreed to a Declaration of Conservation Restrictions to own and maintain the Property as forested, natural lands and open space for low impact non-motorized, passive recreational activities to be managed by the City of Olympia.

5. Declarant is a Washington nonprofit corporation and 26 U.S.C. section 501(c)(3) tax exempt private foundation which has as one of its principal purposes the preserving of the natural scenic or open-space values of real property for conservation purposes.

6. Both Grantee and Declarant are authorized under RCW 64.04.130 to hold or acquire development rights, easements, covenants, restrictions or other rights, or any interest less than fee simple, to protect, preserve, maintain, improve, restore, limit the future use of, or conserve for open space purposes, any land or improvement on the land, whether the right or interest be appurtenant or in gross.

7. Grantee has an agreement with Grantor wherein it will purchase the Property from Grantor pursuant to a written Purchase and Sale Agreement ("PSA"). Grantor wishes to sell the Property to Grantee pursuant to the PSA. Grantee is requesting that Declarant provide a donation of funds to Grantee to enable Grantee to purchase the Property ("Donation").

8. Declarant is willing to provide the funds to Grantee to purchase the Property from Grantor so long as the Grantor conveys the Property to Grantee subject to this Declaration which shall be recorded at the time Grantee acquires title to ensure that the Property is held and maintained for nature conservancy and public park purposes as described herein.

9. Grantee would not be able to purchase the Property without the Donation. Grantee is willing to acquire the Property subject to the Declaration.

10. Grantor understands that Grantee would not be able to purchase the Property from Grantor without the Donation and Grantor is willing to convey the Property to Grantee subject to the Declaration in order to sell the Property to Grantee.

AGREEMENT

In consideration of the foregoing Background, which is incorporated herein, and the covenants, terms, conditions, and restrictions contained herein, Grantor, does hereby establish a real property covenant for the benefit of Declarant that touches and concerns the Property and runs with the land as follows:

1. **Declaration of Real Property Covenant.** Grantor and Declarant voluntarily establish, and Grantee accepts, for the benefit of Declarant this Declaration in perpetuity over the Property on the terms and conditions set forth herein for the purpose of conserving the Conservation Values of the Property.
2. **Runs With the Land.** This Declaration shall run with the land and shall be binding upon Grantee and their successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including but not limited to a leasehold, easement, or license interest, whether by operation of law or otherwise. If Grantee, or Grantee's successors in interest, transfer all or any portion of its interest in the Property, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under this Declaration as if the new owner were the Grantee. This Declaration may not be removed from the Property or altered unless specific approval has been granted in writing by the Declarant.
3. **Purpose.** The purpose of this Declaration is to ensure that the Property will be retained in perpetuity in a natural, open space and scenic condition, and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantor and Declarant intend that this Declaration will confine the use of the Property to such activities as are consistent with the Conservation Values and that this Declaration shall run with the land as described in Section 2 and pursuant to RCW 64.04.130.
4. **Permitted Uses and Activities.** Any activity on or use of the Property inconsistent with the Conservation Values or other purpose of this Declaration is prohibited except those uses described below:

(a) *Public Access.* Grantee may permit public access to the Property and the Property may be used for Authorized Recreation Purposes. For purposes of this Declaration, "Authorized Recreational Purposes" shall be limited to the construction, use and maintenance of the following trails and no other uses ("Trails"): (1) one (12) twelve foot wide multi use paved trail that will run from the east to the west boundaries of the Property along the southern boundary of the Property that will connect up to a larger network of trails ("Paved Trail"); and (2) a soft surface u-shaped trail that will run north from the Paved Trail along the west, north and east boundaries of the Property and connect back in with the Paved Trail and include a connector trail to the neighborhood to the north of the Property ("Soft Surface Trail"). The Trails may include appropriate directional and nature trail signage, and benches

for persons to sit, and be designed in a manner that preserves the Conservation Values, including but not limited to the trees on the Property to the maximum extent possible. Authorized Recreation Purposes include the right of Grantee to install, construct, repair, maintain, and replace the Trails and benches and the associated signage. This provision is not intended to prevent reasonable access or further use restrictions that may be reasonably necessary for the safe and effective management of the Property.

(b) *Restoration.* Grantee may conduct activities on the Property to restore and enhance the Conservation Values including but not limited to surveys, site preparation, removal of invasive non-native vegetation, thinning of forests, installation of native plants, re-meandering streams, wetland enhancement, habitat restoration, wetland connection, limited and focused agricultural activities solely for restoration purposes (including but not limited to temporary focused grazing) and other activities associated with the restoration of the Conservation Values.

(c) *Other.* Grantee may conduct such other activities as are necessary to maintain and monitor the Conservation Values and protect public health, property improvements, or human safety, or which are actively required by and subject to compulsion of any governmental agency with authority to require such activity, including the removal of hazardous or diseased trees that pose a danger to park users.

(d) *E-bikes.* Class 1 and 2 e-bikes may be used by persons on Trails within the Property and are a permitted non-motorized passive recreational use.

5. Prohibited Uses. Any activity on or use of the Property inconsistent with the Conservation Values or other purpose of this Declaration is prohibited, with the exception of those permitted uses and activities listed in Section 4 above. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, except as otherwise expressly permitted herein:

(a) *Construction and Improvements.* Excavation or placement or construction of any buildings, structures, permanent or semi-permanent fixtures or structures, or any other improvements of any kind, including, without limitation, utilities, septic systems, communication lines, communication towers, storage tanks, and pipelines except as authorized in Section 4.

(b) *Paving and Road and Trail Construction.* The paving or covering of any portion of the Property with concrete, asphalt, gravel, crushed rock or any other paving or surfacing material or the construction of a road or the construction of a trail except as authorized in Section

4.

(c) *Residential, Commercial or Industrial Use.* Any residential, commercial, or industrial use or activity on the Property, including, but not limited to, commercial recreational activities involving any kind of motorized recreation.

(d) *Agricultural Activities.* Any domestic animal grazing or agricultural activities of any kind. The application of biocides except when necessary for the eradication of invasive non-native plant species, such application is by the narrowest spectrum, least persistent material appropriate for the target species, and only with the prior written consent of the Declarant.

(e) *Harvesting, Removal or Cutting of Trees and Other Vegetation.* The harvesting, removal, pruning, cutting, or other destruction or removal of live and dead trees and other non-invasive vegetation on the Property, except as specifically authorized in this Declaration.

(f) *Introduced and Invasive Vegetation.* The planting or introduction of non-native or invasive species of plants.

(g) *Waste Disposal.* The disposal, storage, or release of yard waste, hazardous substances (as defined below), rubbish, garbage, debris, unregistered vehicles, abandoned equipment, parts thereof, or other unsightly or offensive waste or material on the Property. The term “release” shall mean any release, generation, treatment disposal, storage, dumping, burying, abandonment, or migration from off-site.

(h) *Active Recreation.* Conducting or allowing activities, such as golf courses, ball fields, motocross, equestrian (other than trail riding), team sports, campgrounds, or any other activity involving individuals or the public or private clubs or associations engaging in organized active recreation.

(i) *Hunting.* Conducting or allowing hunting or trapping activities, including construction of blinds, camping areas, access trails, except as provided in Section 4(a), and any other hunting related activities. Actions by Grantee to control invasive species shall not be prohibited by this section.

(j) *Signs.* The placement of commercial signs, billboards, or other commercial advertising material on the Property, except in connection with the sale or lease of the Property or notices that are consistent with the purposes of the real property covenant, such as an informational sign or kiosk.

(k) *Mineral and Aggregate Development.* The exploration for, or development and extraction of, any minerals, aggregate, or hydrocarbons, except as part of the exercise of the mineral rights reserved by Northern Pacific Railway Company by deed recorded May 4, 1899 under auditor’s file number 17178.

(l) *Vehicles.* The operation of motorized vehicles except as part of any habitat restoration or general maintenance activity, emergency vehicles, or as outlined and defined in Section 4.

(m) *Encroachment.* Encroachment by neighboring landowners or other third-party individuals, including homeless encampments.

6. Responsibilities of Grantee Not Affected. Other than as specified herein, Grantee retains all responsibilities and will bear all costs and liabilities related to the ownership, operation, upkeep, and maintenance of the Property deemed necessary by Grantee to satisfy this Declaration, including the following:

(a) *Insurance.* The City of Olympia shall maintain adequate comprehensive general liability insurance coverage through a municipal risk pool as it relates to the Property. The City of Olympia shall : (i) identify Declarant as the holder of a Declaration of Conservation Restrictions on the Property; and (ii) provide for at least thirty (30) days' notice to Declarant in the event of any change in municipal risk pool coverage or before cancellation; and (iii) provide that the act or omission by one insured party will not invalidate municipal risk pool coverage.

(b) *Permits.* Grantee is solely responsible for obtaining required governmental permits and approvals for any construction or other activity or use permitted by this Declaration. All such construction and activities and uses will be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements.

(c) *Taxes.* Grantee shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred because of this Declaration and will furnish to Declarant satisfactory evidence of payment upon request. Declarant is authorized (but not obligated) to make or advance payment of Taxes, with three (3) days prior written notice to Grantee, in accordance with any bill, statement, or estimate procured from the appropriate authority without inquiry into the validity of the Taxes or the accuracy of the bill, statement or estimate and the obligation created by such payment will bear interest at the maximum rate allowed by law until paid by Grantee.

7. Environmental Representations and Warranties. Grantor and Grantee represent and warrant to Declarant that to the best of Grantor and Grantee's knowledge:

(a) Grantor and the Property are in substantial compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use, including without limitation all federal, state, and local environmental laws, regulations, and requirements;

(b) There has been no release, generation, treatment, disposal, storage, dumping, burying or abandonment ("Release") on the Property of any substances, materials, or wastes that are hazardous, toxic, dangerous, harmful or are designated as, or contain components that are designated as, hazardous, toxic, dangerous, or harmful and/or which are subject to regulation as hazardous, toxic, dangerous, or harmful or as a pollutant by the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA") and the Model Toxics Control Act, as amended ("MTCA") or any federal, state, or local law, regulation, statute, or ordinance, including, but not limited to, petroleum or any petroleum product ("Hazardous Substances");

(c) There are not now any underground storage tanks located on the Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements;

(d) Grantor has not Released any Hazardous Substances off-site, nor has Grantor Released any substance at a site designated or proposed to be designated as a contaminated site under state or federal law;

(e) There is no pending or threatened litigation affecting, involving, or relating to the Property or any portion thereof. No civil or criminal proceedings or investigations have been instigated are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use, nor do there exist any facts or circumstances that Grantor might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders;

(f) If, at any time, there occurs, or has occurred, a Release in, on, or about the Property of a Hazardous Substance, Grantee agrees to take all reasonable steps necessary to assure its containment and remediation, including any cleanup that may be required by regulatory officials, unless the release was caused by Grantor, in which case Grantor will be responsible for remediation; and

(g) Nothing in this Declaration will be construed as giving rise, in the absence of a judicial decree, to any right or ability in Declarant to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantee's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of CERCLA or MTCA.

8. Indemnification. Grantee will hold harmless, indemnify, and defend Declarant and its directors, officers, employees, agents, attorney and contractors and the heirs, personal representatives, successors and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including (without limitation) reasonable attorneys' fees arising from or in any way connected with: (i) injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property; (ii) the activities of any person or entity on the Property other than activities of Declarant; (iii) the duties, representations and warranties of Grantee contained in this Declaration or a breach thereof; or (iv) any legal challenges to the validity and enforceability of this Declaration.

9. Declarant's Right to Restore the Property. As more fully discussed in Section 11 below, in the event any of the Conservation Values of the Property are impaired, Declarant shall have the right, but not the obligation, to restore all or portions of the Property.

10. Access. No right of access by the general public to any portion of the Property is created or restricted by this real property covenant.

11. Enforcement. To accomplish the purpose of this Declaration and to prevent and correct violations of the terms of this Declaration, if any, the following rights are vested in and may be exercised by the Declarant, its successors and assigns:

(a) *Conservation Values.* To preserve and protect the Conservation Values of the Property.

(b) *Right of Entry.* To enter upon the Property at reasonable times in order to monitor Grantee's compliance with and otherwise enforce the terms of this Declaration in accordance with this Section 11.

(c) *Signage.* To place one (1) informational sign no larger than six (6) square feet in size that identifies the ownership and conservation status of the Property and indicates the conservation of the Property was made possible by the Declarant. Other signs may be maintained as necessary to support and preserve the Conservation Values.

(d) *Restoration.* To conduct, with reasonable prior notice to Grantee, survey, site preparation, removal of invasive non-native vegetation, installation of native plants, and other activities associated with the restoration of the Conservation Values. Nothing herein shall be deemed to imply any obligation to perform such restoration activities.

(e) *Unauthorized Uses.* To prevent any activity on or use of the Property that is inconsistent with the purpose of this Declaration and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to the remedies set forth in this Section 11.

12. Default and Enforcement.

(a) *Notice of Default.* If Declarant determines that Grantee is in violation of the terms of this Declaration or that a violation is threatened, Declarant shall give written notice to Grantee of such violation ("Notice of Default") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Declaration, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by the Declarant.

(b) *Grantee's Failure to Respond.* In addition to the other rights granted in this Declaration, including the right of entry, Declarant may bring a legal action if Grantee fails to cure the violation within thirty (30) days after receipt of notice thereof from Declarant; fails to begin curing such violation within the thirty (30) day period under circumstances where the violation cannot reasonably be cured within the thirty (30) day period; or fails to continue diligently to cure such violation until finally cured.

(c) *The Declarant's Action.* Declarant may bring action at law or in equity in Thurston County Superior Court to enforce the terms of this Declaration, to enjoin the violation, *ex parte* as necessary and as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Declaration or injury to any of the Conservation Values protected by this Declaration, including damages for the loss of the Conservation Values; and to require the restoration of the Property to the condition that existed prior to any such injury. Without limiting Grantee's liability therefore, Declarant, in its sole and absolute discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. All such actions for injunctive relief may be taken without Declarant being required to post bond or provide other security.

(d) *Immediate Action Required.* If Declarant, in its sole and absolute discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, it may pursue remedies under this Declaration without prior notice to Grantee or without waiting for the period provided for cure to expire.

(e) *Nature of Remedy.* The rights under this Section apply equally in the event of either actual or threatened violations of the terms of this Declaration. Grantee agrees that the remedies at law for any violation of the terms of this Declaration are inadequate and Declarant shall be entitled to the injunctive relief described in this Section both prohibitive and mandatory, in addition to such other relief to which Declarant may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity or contained in this Declaration.

(f) *Costs of Enforcement.* The substantially prevailing party in a judicial enforcement action regarding this Declaration shall be entitled to reimbursement of all reasonably incurred attorneys' fees and litigation expenses.

(g) *Declarant's Discretion.* Any forbearance by Declarant to exercise rights under this Declaration in the event of any violation of any terms of this Declaration shall not be deemed or construed to be a waiver of such term or of any rights under this Declaration. No delay or omission by the Declarant in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(h) *Acts Beyond Grantee's Control.* Nothing contained in this Declaration shall be construed to entitle Declarant to bring any action against Grantee to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Grantee's control, including, without limitation, fire, flood, storm, and earth movement, nor shall Grantee be required to take steps to abate or mitigate injury to the Property resulting from such causes.

13. Notice of Transfer of Property by Declarant and Successor and Assigns. Anytime the Property itself, or any interest in it is transferred, or a legal claim is established by

Grantee to a third party, Grantee, its successors and assigns, shall notify the Declarant in writing at least sixty (60) days in advance of such action and the document of conveyance, transfer or establishment shall expressly refer to this real property covenant.

- 14. Economic Value.** The fact that the Property may become greatly more economically valuable if it were used in a manner that is either expressly prohibited by this Declaration or inconsistent with the purpose of this Declaration, or that neighboring properties may in the future be put entirely to uses that would not be permitted hereunder, has been considered by the Declarant in granting this real property covenant. It is the intent of Declarant that any such change in the economic value of the Property from other use shall not be assumed to be circumstances justifying the termination or extinguishment of this Declaration pursuant to this section.
- 15. Notice.** Any notice required by this Declaration shall be in writing and shall be personally delivered or sent by first class mail to the other party, at the following addresses, unless notifying party has been notified of a change of address.

To Grantee: City of Olympia
Attention: Director/Olympia Parks, Arts and Recreation Dept,
P.O. Box 1967
Olympia, WA 98507-1967

To Declarant: The Angela J. Bowen Conservancy Foundation
P.O. Box 11459
Olympia, WA 98508

Whenever notice is required under this Declaration, the party required to give notice (“Notifying Party”) shall give written notice a minimum of thirty (30) days prior to the date the Notifying Party intends to undertake the use or activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the other party to make an informed judgment as to its consistency with the purpose and terms of this Declaration. The purpose of requiring the Notifying Party to notify the other party prior to undertaking certain permitted uses and activities is to afford the other party an opportunity to ensure that the use or activity in question is designed and carried out in a manner consistent with the purpose and terms of this Declaration.

- 16. Captions.** The captions in this instrument have been inserted solely for convenience and ease of reference and are not a part of this instrument and will have no effect upon construction or interpretation.
- 17. “Grantee” and “Declarant”.** In this instrument, the term “Grantee” shall mean and include the entity identified above as Grantee and Grantee’s successors, assigns, personal representatives, executors, and heirs. In this instrument, the term “Declarant” shall mean and include The Angela J. Bowen Conservancy Foundation and its successors and assigns.

18. **Background.** The Background set forth above is fully incorporated into this Declaration.
19. **Liberal Construction.** Notwithstanding any general rule of construction to the contrary, this Declaration will be liberally construed in favor of the grant to affect the Purpose of this Declaration and the policy and purpose of RCW 64.04.130. If any provision in this instrument is found to be ambiguous, an interpretation that is consistent with the Purpose of this Declaration and would render the provision valid will be favored over any other interpretation that would render it invalid.
20. **Severability.** If any provision of this Declaration is found to be invalid, the remainder of the provisions of this Declaration will not be affected thereby. If the application of a provision to any person or circumstance is found to be invalid, the application of such provision to persons or circumstances other than those to which it is found to be invalid will not be affected thereby.
21. **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.
22. **No Extinguishment Through Merger of Title.** If Grantor becomes the owner of the fee title to all or a portion of the Property, this Declaration will not be extinguished through merger or other operation of law. The obligations of Grantee under this Declaration are obligations that are perpetual and will continue regardless of ownership of fee interest in the Property.
23. **Assignment.** This Declaration is transferable, but Grantee may only assign its rights and obligations under this Declaration to a charitable organization or municipal corporation that is tax exempt under section 501(c)(3) of the Internal Revenue Code (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and is authorized to acquire and hold conservation interest under RCW 64.04.130 or RCW 84.34.250 (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the conservation purpose of this Declaration continues to be carried out by the transferee. Grantee shall notify Declarant in writing, in advance of such assignment. The failure of Grantee to give such notice will not affect the validity of such assignment nor will it impair the validity of this Declaration or limit its enforceability in any way.
24. **Subsequent Transfers.** Grantee agrees to incorporate by express reference the terms of this Declaration in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including without limitation, a leasehold interest. Grantee further agrees to give written notice to Declarant of the transfer of any interest at least sixty (60) days prior to the date of such transfer. The failure of Declarant to perform any act required by this Section will not impair the validity of this Declaration or limit its enforceability in any way.

25. **Succession.** If at any time it becomes impossible for Declarant to ensure compliance with the covenants contained herein and Declarant has not named a successor organization, or Declarant ceases to exist, then Declarant's rights and duties hereunder will vest in whatever organization a court of competent jurisdiction directs, pursuant to the applicable Washington law and the Internal Revenue Code (or corresponding provision of any future statute) and with due regard to the Conservation Purposes of this Declaration.
26. **Termination of Rights and Obligations.** A party's rights and obligations terminate upon transfer of the party's interest in this Declaration, except that liability for acts or omissions occurring prior to transfer will survive transfer.
27. **Leasing.** Grantee agrees to incorporate the terms of this Declaration in any lease involving the Property by persons other than Grantee. Grantee agrees to give prior written notice to Declarant of any new lease, and of the transfer, extension, or modification of an existing lease. The failure of Grantee to perform any act required by this paragraph will not impair the validity of this Declaration or limit its enforceability against any tenant of the Property in any way.
28. **Controlling Law.** The interpretation and performance of this Declaration will be governed by the laws of the state of Washington. Thurston County Superior Court will be the venue for any legal proceedings either Party commences regarding this Declaration. The parties agree to submit themselves to the jurisdiction of the courts of the state of Washington for any disputes arising out of this Declaration.
29. **Amendment.** This Declaration may be amended only with the concurrence of the Declarant and Grantee. If circumstances arise under which an amendment to or modification of this Declaration would be appropriate, Declarant and Grantee are free to jointly amend this Declaration provided that no amendment will be allowed that will affect the qualification of this Declaration or the status of Grantee under any applicable laws, including RCW 64.04.130. Any such amendment will be consistent with the Conservation Purpose of this Declaration and will not affect this Declaration's perpetual duration. All amendments will be recorded in the official records of Thurston County, Washington.
30. **Authority.** The individuals signing below, if signing on behalf of any entity, represent and warrant that they have the requisite authority to bind the entity on whose behalf they are signing.
31. **Counterparts.** The parties may execute this instrument in two or more counterparts, which will, in the aggregate, be signed by all parties; each counterpart will be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart will be controlling.

32. **Recordation.** Declarant shall record this instrument in a timely fashion in the official records of Thurston County, Washington, and may re-record it at any time as may be required to preserve its rights in this Declaration.
33. **Effective Date.** The effective date of this Declaration will be the date on which this document is recorded.
34. **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Declaration and supersedes all prior discussions, negotiations, understandings, and agreements relating to this Declaration, all of which are merged herein. No alteration or variation of this instrument will be valid or binding unless contained in an amendment that complies with this Declaration.

[The remainder of this page intentionally left blank. Signatures follow.]

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

This record was acknowledged before me on _____, 2025, by the Estate of Margaret E. Long by and through its Personal Representative, Suzanne M. Paulsrude.

Signature
Type or Print Name: _____
Notary Public in and for the state of Washington.
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

This record was acknowledged before me on _____, 2025, by Steven J. Burney as the City Manager of City of Olympia, a municipality in the state of Washington.

Signature
Type or Print Name: _____
Notary Public in and for the state of Washington.
Residing at: _____
My Commission Expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

This record was acknowledged before me on _____, 2025, by _____ as Chairman of the Board of The Angela J. Bowen Conservancy Foundation.

Signature
Type or Print Name: _____
Notary Public in and for the state of Washington.
Residing at: _____
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

Parcel B of Boundary Line Adjustment No. BLA-251683 OL, as recorded June 10, 2025 under Auditor's File No. 5059279.

Subject to all easements, reservations and restrictions of record.

Situate in Thurston County, Washington.