

## REAL ESTATE PURCHASE AND SALE AGREEMENT

**This REAL ESTATE PURCHASE AND SALE AGREEMENT** ("Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Buyer"), and the Estate of Margaret E. Long, deceased, by and through its Personal Representative, Suzanne M. Paulsrude, ("Seller") jointly referred to as "the Parties." This Agreement shall not be effective until the "Effective Date" (as defined in Paragraph 19.16 below).

### RECITALS

**A.** Seller is the owner of certain real property located in Thurston County, Washington, consisting of approximately 9.85 acres, more or less, and more particularly described on **Exhibit "A"** (legal description) and shown on **Exhibit "B"** (general vicinity sketch) attached hereto and by this reference incorporated herein, and referred to as the "Long Property" or "Property."

**B.** Buyer has determined that the Property is suitable for a park for nature conservancy, open space, and non-motorized public recreation purposes except for Class 1 and Class 2 e-bikes, in perpetuity for use by the public and residents of the City of Olympia.

**C.** Buyer's purchase of the Property is contingent upon the receipt of donation funding from The Angela J. Bowen Conservancy Foundation, a Washington nonprofit corporation ("AJBCF") in the sum of One Million Four Hundred Fifty Thousand and 00/Dollars (\$1,450,000.00).

**D.** AJBCF will donate the funds to the City of Olympia to purchase the Long Property contingent upon the Parties execution and recording of a Declaration of Conservation Restrictions wherein AJBCF will act as Declarant ("Declaration") at closing as set forth in "**Exhibit E**" attached hereto. The Declaration of Conservation Restrictions will be recorded prior to recording of the deed of conveyance (as hereinafter defined) to the City of Olympia in the records of title of the Thurston County Auditor. The Declaration will provide that the Property shall be retained in perpetuity in a natural, open space, non-motorized, and scenic condition in addition to other terms and conditions. AJBCF also reserves park naming rights for the Property, subject to Olympia City Council approval.

**E.** The signatories to this Agreement acknowledge they are authorized to execute associated documents, to correct legal descriptions, if need be, and to correct scrivener's errors and other errors or omissions that are otherwise in substantial conformance with this Agreement.

**F.** The Parties now enter into this Agreement to memorialize the terms and conditions under which Seller will sell the Property to Buyer.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Property.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following:

1.1 Land. The approximately 9.85 acres, more or less, constituting the Property legally described on **Exhibit "A"** to this Agreement and generally shown on a sketch attached as **Exhibit "B"** to this Agreement.

1.2 Appurtenances. All rights, privileges, and easements appurtenant to the Property owned by Seller, including without limitation any and all leases, subleases, easements, rights-of-way, water and mineral rights, and any other appurtenances, also including any buildings, structures or fixtures located upon and used in connection with the beneficial use and enjoyment of the Property (the "Appurtenances").

The Property and Appurtenances described in Paragraph 1 above are collectively referred to in this Agreement as the "Property."

**2. Escrow.**

**A.** Within five (5) business days of the Effective Date of this Agreement, the Parties shall confirm that an escrow account is opened for the transaction contemplated by this Agreement with Thurston County Title Company (in such capacity, "Escrow Company"). Jennifer Dempsey or another designee of Escrow Company will serve as escrow agent for Closing of this Agreement ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent.

**B.** The Parties shall provide escrow instructions to the Escrow Agent which provide that a Declaration of Conservation Restrictions ("Declaration") will be executed by the Parties and AJBCF and that said Declaration will be recorded prior to recording of the deed of conveyance to the City of Olympia as grantee.

**3. Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is TWO MILLION NINE HUNDRED THOUSAND DOLLARS and NO CENTS (\$2,900,000.00) U.S.

**4. Payment of Purchase Price.** On the Closing Date, Buyer shall deposit with Escrow Company the sum of TWO MILLION NINE HUNDRED THOUSAND DOLLARS and NO CENTS (\$2,900,000.00) U.S. for the Purchase Price of the Property upon Closing. The Parties agree that the Buyer's purchase of the Long Property is contingent upon the Buyer receiving a donation from the AJBCF in the sum of ONE MILLION FOUR HUNDRED AND FIFTY THOUSAND DOLLARS AND NO CENTS U.S. (\$1,450,000.00) prior to Closing. In the event the donation of said sum by the AJBCF is not made to the City of Olympia prior to closing, this Agreement shall be null and void and Buyer shall have no further liability to Seller under this Agreement.

**5. Closing Date.** The Closing (the "Closing") of the purchase and sale of the Property under this Agreement shall be held at the offices of the Escrow Company and shall occur on a date no later than twenty (20) business days after the waiver or expiration of the Feasibility Contingency in Paragraphs 7.4 and 7.5 of this Agreement (the "Closing Date"), unless an earlier or later time is agreed upon between the Parties. Closing shall occur when the Deed (as hereinafter defined) to Buyer is executed and recorded, and the Purchase Price as described in Paragraph 4 is delivered to the Escrow Company for delivery to Seller.

**6. Title and Survey Matters.**

6.1 Title Binder. Buyer shall order a preliminary commitment for an ALTA owner's standard coverage title insurance policy provided by Thurston County Title Insurance Company ("Title Company") describing the Property, showing all matters of record pertaining to the Property and listing Buyer as the prospective named insured. Following the mutual execution of this Agreement, Buyer shall obtain from Title Company a written supplemental report to such preliminary commitment in a form acceptable to Buyer, updating the preliminary commitment to the execution date of the Agreement. Such preliminary commitment, supplemental reports and true, correct and legible copies of all documents referred to in such preliminary commitment and supplemental reports as conditions or exceptions to title to the Property are collectively referred to herein as the "Title Binder."

6.2 Title Review. Within seven (7) business days after Buyer's receipt of the updated Title Binder, Buyer shall review the Title Binder and any surveys of the Property, and shall notify Seller what exceptions to title, if any, affect the marketability or insurability of the title to the Property or which adversely affect the use of the Property (the "Title Review Period"). If no title matters appear in the updated Title Binder since the initial preliminary commitments, then the Parties shall proceed to Closing as set forth in this Agreement. If any title matters appear and Buyer objects to any of the same during the Title Review Period, then Seller shall have seven (7) business days after receiving Buyer's objections to notify Buyer if Seller will remove any of the exceptions objected to prior to the Closing Date or if Seller elects not to remove such objected to exceptions. If Seller shall fail to remove any such exceptions objected to by Buyer from title prior to the Closing Date, and Buyer is unwilling to take title subject thereto, Buyer may elect to either terminate this Agreement or take title despite the existence of such exception. If Buyer elects to terminate, neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force or effect. Seller shall not be required to incur any expense in order to render their title marketable or to remove any matter disapproved by Buyer; provided that, Seller shall not refuse to remove any disapproved item that involves only payment of a monetary obligation of Seller's secured by a lien or other encumbrance on the Property.

6.3 Title Policy. At Closing, Seller and Buyer shall cause Title Company to issue a standard ALTA owner's policy ("Title Policy") to Buyer, at Seller's cost. The Title Policy shall (a) be satisfactory to Buyer, (b) be issued in the amount of the total Purchase Price and (c) insure fee simple, indefeasible title to the Property in Buyer. The Title Policy shall contain endorsements as Buyer may require, provided that Buyer shall be solely responsible for all additional costs and requirements to obtain such endorsements. Buyer's obligation to Close

this transaction shall be contingent on Buyer's approval, in its sole and absolute discretion of the Title Policy required under this Paragraph 6.

**7. Conditions and/or Contingencies to Buyer's Obligations.**

7.1 Documents and Reports. Within ten (10) business days after the execution and delivery of this Agreement (the "Document Delivery Date"), Seller shall deliver to Buyer copies of the documents and reports listed on attached **Exhibit "C"** to this Agreement and in Seller's possession. Seller shall certify to Buyer, as of the Document Delivery Date, as to any documents listed on **Exhibit "C"** not in Seller's possession.

7.2 Inspection of the Property. Buyer shall have the right and permission from the date Seller signs this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Property that Buyer 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, Buyer shall indemnify and hold harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller as a direct result of any actions taken by Buyer in connection with the Property, including but not limited to permitting Seller to review a written description of Buyer's proposed testing and work to ensure same is properly done and will not exacerbate any existing condition of contamination on the Property. Buyer shall also provide Seller with a copy of all soil or environmental test results for the Property upon Seller's request. Buyer shall reasonably restore the Property to its condition immediately prior to any invasive testing. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

7.3 Appraisal of the Property. Buyer shall have the right to obtain an appraisal. Buyer's appraiser may enter onto the Property as is necessary to appraise the Property.

7.4 Approval of Property/Feasibility Contingency. Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency Period, of all aspects of the Property, including, without limitation, the physical condition of the Property and documents delivered by Seller pursuant to Paragraph 7.1 above, or otherwise obtained by Buyer regarding the Property. Buyer's approval and obligation to purchase the Property under this paragraph shall be twenty (20) business days from the last date this Agreement was executed by a Party to sign same.

7.5 Contingency/Feasibility Period. As used herein, the term "Contingency or Feasibility Period" shall be twenty (20) business days from the last date this Agreement was executed by a Party to sign same.

7.6 Buyer's Right to Terminate. If Buyer's conditions set forth in Paragraph 7.4 above are not satisfied in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by sending written notice to Seller and Escrow Agent (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency/Feasibility Period. If Buyer gives its Termination Notice to Seller, this Agreement shall terminate and neither Buyer nor Seller shall have any further liability to the other under this Agreement.

7.7 Additional Closing Conditions. Buyer's obligation to purchase the Property shall also be subject to the following conditions that must be satisfied as of Closing.

(i) Prior to Closing, all Contracts or Leases (whether written or oral), with respect to the Property shall be terminated in writing, except for any Assumed Contracts or Leases. Seller shall provide Buyer, prior to Closing, with written termination agreements with respect to all Contracts or Leases, in a form acceptable to Buyer;

(ii) All representations and warranties of Seller contained herein, to the best of Seller's knowledge, shall be true, accurate and complete at the time of the Closing as if made again at such time;

(iii) Seller shall have performed all obligations to be performed by them hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(iv) At Closing, title to the Property shall be in the condition required by Paragraph 6 of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer; and

(v) At Closing, the physical condition of any buildings or structures, forest and ground cover shall be substantially the same as on the Effective Date of this Agreement, ordinary wear and tear excepted.

If the conditions set forth in Paragraph 7 are not satisfied as of the Closing Date and Buyer does not waive the same, Buyer may terminate this Agreement by written notice given to Seller, and thereafter Buyer shall have no further liability to Seller under this Agreement.

7.8 As-is Condition. Buyer acknowledges the Property is sold in its "As-is where is" condition. Buyer hereby waives the right to any seller disclosure statement, which would otherwise be required under RCW Chapter 64.06. Further, in the event a seller's disclosure statement or any portion thereof is required under RCW Chapter 64.06 pursuant to RCW 64.06.040(3), Buyer hereby waives any right of rescission of this Agreement that Buyer might otherwise have under RCW Chapter 64.06.

**8. Seller's Representations and Warranties.** Seller hereby makes the following representations and warranties, to the best of Seller's knowledge, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

8.1 Title. Seller is the sole owner of the Property, except for reservations of record. At Closing, Seller shall convey the entire fee simple estate and right, title and interest in and to the Property by a personal representative's deed (as hereinafter defined) to Buyer, free and clear of unapproved encumbrances of record.

8.2 Compliance with Law; Compliance with Property Restrictions. The Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property related to zoning, building, subdivision, and engineering.

8.3 Bankruptcy, etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.

8.4 Taxes and Assessments. Other than amounts disclosed by the Title Binder, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.

8.5 Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

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

8.7 Underground Storage Tanks. Seller acknowledges and represents there are no subterranean storage or underground storage tanks on the Property.

8.8 Leases and Other Agreements. Seller represents that there are no leases, occupancy agreements, service agreements, licenses, easements, or option agreements with regard to the Property, except those of record or disclosed pursuant to Paragraph 7.1.

8.9 Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date.

8.10 Defaults. Seller is not in default and there has occurred no uncured event which, with notice, the passage of time or both would be a default, under any contract, agreement, lease, encumbrance, or instrument pertaining to the Property.

8.11 Utilities. The Property may or may not be served by water, storm and sanitary or septic sewer, electricity, and telephone supplied directly to the Property by facilities of public utilities. All such utilities are located within the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

8.12 Public Improvements. Seller does not have any knowledge that would be superior to Buyer's knowledge of any federal, state, county, municipal or other governmental plans to change the road system in the vicinity of the Property.

8.13 Subdivision. The conveyance of the Property will not constitute a violation of any subdivision ordinance. The improvements on the Property comply in all material respects with all applicable subdivision ordinances and statutes.

8.14 Due Authority. Seller and Buyer have all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and Buyer and constitute their legal, valid and binding obligation enforceable against Seller and Buyer in accordance with its terms.

8.15 No Omissions. The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be and contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

**9. Covenants of Seller.** Seller covenants and agrees as follows:

9.1 Perform Obligations. From the date of this Agreement to the Closing Date, Seller will perform any monetary and non-monetary obligations they have regarding the Property.

9.2 No Liens. From the date of this Agreement to the Closing Date, Seller will not allow any lien to attach to the Property, nor will Seller grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained.

9.3 Provide Further Information. From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

**10. Declaration of Conservation Restrictions.**

10.1 A Declaration of Conservation Restrictions, in the form set forth in **Exhibit "E"** attached hereto, providing that the Property will be retained in perpetuity in a natural, open space, non-motorized except for Class 1 and Class 2 e-bikes, and scenic condition, for passive recreational use by the public, shall be executed by the Parties and the AJBCF as "Declarant" and shall be recorded in the Property chain of title upon Closing as directed in Escrow Instructions submitted to Escrow Agent. Seller and Buyer intend that this Declaration shall run with the land in perpetuity.

10.2 The Parties agree the deed of conveyance (as hereinafter defined) shall be subject to the Declaration of Conservation Restrictions and shall so state in the deed of conveyance.

10.3 The Parties authorize The Angela J. Bowen Conservancy Foundation ("AJBCF") to provide escrow instructions to the Escrow Agent.

## **11. Closing.**

11.1 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 5 of this Agreement.

11.2 Documents to be Delivered by Seller. For and in consideration of, and as a condition precedent to the payment to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) Title Documents. Such other documents, including, without limitation, lien waivers, indemnity bonds, indemnification agreements, and certificates of good standing as shall be required by Buyer, or by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property.

(ii) Authority. Such evidence as the Title Company shall require as to authority of Seller to convey the Property to Buyer.

(iii) Surveys and Drawings. All surveys, site plans and plans and specifications relating to the Property as are in the possession or control of Seller, if any.

(iv) Assignment. Seller and Buyer agree any assignment of Buyer's rights under this Agreement shall be subject to Seller's approval, which shall not be unreasonably withheld, conditioned or denied

(v) Notice of Removal. Seller shall execute and provide a Notice of Removal taxes to be waived per RCW 84.34.108(6)(f) required by the Thurston County Assessor's Office in the form set forth in **Exhibit "F"** attached hereto and Seller shall pay the recording fee for said document and it shall be recorded at the time of Closing.

(vi) Deed of Conveyance. A Personal Representative's deed ("Deed") conveying to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property in the form set forth in **Exhibit "D"** attached hereto.

11.3 Payment of Costs. At Closing, Seller shall pay all charges for title insurance for a standard ALTA owner's title policy insuring Buyer's title, one-half of the escrow fee, the recording fees for the deed of conveyance, the technology fee, the recording fee for the Notice of Removal taxes to be waived per RCW 84.34.108(6)(f) required by the Thurston



County Assessor's Office, and real property excise taxes. Buyer shall pay one-half of the escrow fee and recording fees for the Declaration of Conservation Restrictions.

11.4 Taxes. Buyer is exempt from payment of real property excise taxes for the Property pursuant to WAC 458-61A-205(3).

11.5 Monetary Liens. Seller 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 Property, 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, except where Seller is exempt by statute or administrative rule or regulation.

11.6 Possession. Possession of the Property shall be delivered to Buyer at Closing. The Property, including without limitation the improvements and appurtenances, if any, shall be delivered to Buyer in good order.

11.7 Proration. All amounts required to be prorated hereunder as of Closing, shall be calculated as if Buyer were in possession of the Property as of the date of Closing.

## **12. Environmental.**

12.1 Hazardous Substances. Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties agree that Seller shall defend, indemnify, or hold Buyer harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising out of the past release or threatened release of Hazardous Substances on, under, above, or about the Property before Closing, except for the past release or threatened release of any Hazardous Substance on, under, above, or about the Property caused or contributed to by Buyer, or any employee, agent, or contractor of Buyer.

12.2 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 wastes" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. 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.

**13. Indemnification.** Seller shall pay, protect, pay the defense costs of, indemnify and hold Buyer and their 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 Seller set forth in this Agreement, (b) the failure of Seller to perform any obligation required by this Agreement to be performed by Seller, (c) the ownership, maintenance, and/or operation of the Property by Seller 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 Seller, their representatives, employees, contractors or suppliers that occurred before Closing; provided, however, that nothing in Paragraph 13 applies to Losses arising out of the presence of Hazardous Substances on, under, above, or about the Property, including Hazardous Substances that migrate or migrated to or from the Property caused or contributed to by Buyer, or any employee, agent, or contractor of Buyer.

**14. Condemnation.** In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively "Condemnation") respecting the Property or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement, neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, Seller's entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

**15. Casualty.** If any fire, windstorm or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement neither Buyer nor Seller, have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, the Purchase Price shall be reduced by the amount of loss or damage occasioned by such casualty not covered by insurance, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to all insurance claims and proceeds to which Seller may be entitled in connection with such casualty. Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such casualty respecting the Property.

**16. 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 FedEx, UPS, USPS 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 FedEx 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 four (4) days 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 Buyer: Steven J. Burney, City Manager  
City of Olympia  
601 4<sup>th</sup> Ave E  
Olympia, WA 98501  
Email: [jburney@ci.olympia.wa.us](mailto:jburney@ci.olympia.wa.us)

With a copy to: Mark Barber, City Attorney  
City of Olympia  
601 4<sup>th</sup> Ave E  
Olympia, WA 98501  
Email: [mbarber@ci.olympia.wa.us](mailto:mbarber@ci.olympia.wa.us)

To Seller: Suzanne M. Paulsrude, Personal Representative  
Estate of Margaret E. Long  
433 Kaiser Rd. NW  
Olympia, WA 98502  
Email: [longsueshort@netscape.net](mailto:longsueshort@netscape.net)

With a copy to: Brent Dille, Attorney at Law  
Dille Law, PLLC  
1800 Cooper Point Road SW, Bldg. 11  
Olympia, WA 98502  
Email: [brent@dillelaw.com](mailto:brent@dillelaw.com)

John A Kesler III  
Bean, Gentry, Wheeler & Peternell, PLLC  
910 Lakeridge Way SW  
Olympia, WA 98502  
Email: [jkesler@bgwp.net](mailto:jkesler@bgwp.net)

Any party hereto may change its address for receiving notices as herein provided by a written notice given in the manner aforesaid to the other party hereto.

**17. Event of Default.** In the event of a default under this Agreement by Seller (including a breach of any representation, warranty covenant set forth herein), Buyer shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Seller's obligations hereunder.

**18. Miscellaneous.**

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

18.2 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.

18.3 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.

18.4 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. Any assignment shall be subject to Seller's approval, which shall not be unreasonably withheld, conditioned or denied. Buyer must notify and, if required, request approval by Seller of any such assignment prior to the Closing. Any such assignee shall for all purposes be regarded as Buyer under this Agreement.

18.5 Entire Agreement and No Third-Party Beneficiaries. 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.

18.6 Attorneys' Fees. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

18.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

18.8 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.

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

18.10 Finders' or Brokers' Fees. Seller represents and warrants that if it has engaged the services of any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement, that Seller shall pay such fee in connection with the transactions contemplated by this Agreement. Seller agrees to indemnify, defend and hold harmless Buyer against any loss, liability, damage, cost, claim or expense, including interest, penalties and reasonable attorneys' fees that Buyer shall incur or suffer due to a breach by Seller of the representation and warranty set forth above.

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

18.12 Risk of Loss. All of Seller's personal property, of any kind or description whatsoever that is on the Property after Closing, shall be at Seller's sole risk of loss.

18.13 Force Majeure. Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, epidemic, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

18.14 Recitals. The Recitals set forth above are incorporated by this reference into this Agreement as if fully set forth and are made a part hereof.

18.15 Counterparts. This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned or digital signature, where permitted by law, shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same Agreement.

18.16 Effective Date. The term "date of this Agreement" or "date hereof" or "Effective Date," as used in this Agreement, shall mean the later of the following dates: (1) the date of Buyer's signature on this Agreement; or (2) the date of Seller's signature on this Agreement.

**19. Expiration.** This offer will expire if not executed by Seller on or before 5:00 p.m. on September 5, 2025.

**SELLER:**

**ESTATE OF MARGARET E. LONG**

Suzanne M. Paulsrude  
Suzanne M. Paulsrude, Personal Representative

Date: 9-4-2025

**BUYER:**

**CITY OF OLYMPIA**, a Washington municipal corporation

\_\_\_\_\_  
Steven J. Burney, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM:

**Mark Barber**  
Mark Barber, City Attorney

Date: 09/05/2025

**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.

BLAM5059279 2 1/2





**EXHIBIT "C"**  
**DOCUMENTS AND REPORTS**

1. Copies of all of leases, subleases or other occupancy agreements relating to the Property, including but not limited to any agricultural leases or agreements if any, with originals to be delivered at Closing.
2. Copies of all licenses, permits and approvals, if any, issued by governmental authorities for the use and occupancy of the Property or any facility or structure located thereon.
3. Any other information about the Property reasonably requested by Buyer if in the possession or control of Seller.
4. Any service contracts or other similar agreements related to the Property.
5. Reports of environmental conditions related to the Property, if any.
6. Surveys, if any.
7. Soils reports, if any.

**EXHIBIT "D"**  
**FORM OF PERSONAL REPRESENTATIVE'S DEED**

**AFTER RECORDING MAIL TO:**

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

**PERSONAL REPRESENTATIVE'S DEED**

---

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

---

1. **GRANTOR.** The Grantor is Suzanne M. Paulsrude, acting as the duly appointed, qualified, and acting Personal Representative of THE ESTATE OF MARGARET E. LONG, Deceased, under Thurston County Superior Court Cause No. 24-4-00724-34.
2. **GRANTEE.** The Grantee is the CITY OF OLYMPIA, a Washington municipal corporation.
3. **DECEDENT'S ESTATE.** Decedent Margaret E. Long died testate on November 30, 2022, in Thurston County, Washington. On August 9, 2024, Suzanne M. Paulsrude was appointed Personal Representative of Decedent's estate.
4. **REAL PROPERTY.** Decedent's estate includes the following real property commonly known as 401 Kaiser Road NW, Olympia WA 98502, and legally described as:

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



**EXHIBIT “E”**  
**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**

---

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

---

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, Parks, Arts and Recreation Department  
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.

## Real Estate Purchase and Sale Agreement – Exhibit “F-1”