#### **PURCHASE AND SALE AGREEMENT**

(Wade/Black Lake Ditch Wetlands)

CITY OF OLYMPIA, ("Buyer") agrees to buy and GEROLD R. WADE and SHARON WADE, husband and wife, and as Trustees of the G.R. and Sharon Wade Living Trust ("Seller") agree to sell, on the following terms, a conservation easement over Seller's property located at 2200 and 2210 Black Lake Boulevard, Olympia, Washington, said easement shall be over a portion of Tax Parcel Nos. Parcel A, 82720000500, Parcel B, 12821330301, and Parcel C, 12820440400, and the Seller's property is legally described on the attached Exhibit A and the easement area is legally described on the attached Exhibit B.

- 1. PURCHASE PRICE: The purchase price is: ONE HUNDRED AND EIGHT THOUSAND DOLLARS and NO CENTS (\$108,000.00). The purchase price shall be paid all cash at closing.
- 2. EASEMENT DOCUMENTATION: The Easement shall be granted pursuant to the Conservation Easement Agreement attached hereto as Exhibit C. The Closing Agent shall record the Conservation Easement Agreement at closing. Said Conservation Easement Agreement includes an option to purchase the easement area (Exhibit B) in fee for One Dollar and No Cents (\$1.00) after final plat recording, and Seller hereby agrees to that option. Said option to purchase shall survive closing as reflected in the Conservation Easement Agreement to be recorded.
- 3. CLOSING OF SALE: The Closing Agent shall be THURSTON COUNTY TITLE COMPANY, 105 8th Avenue Southeast Olympia, WA 98501, (360) 943-7300. With the understanding that time is of the essence, the desired date of closing shall be on or before TWENTY (20) days after mutual acceptance. Buyer and Seller shall deposit, when notified, without delay, in escrow, all instruments and monies required to complete the transaction in accordance with this Agreement. Closing, for the purpose of this Agreement, is defined as the date that all documents are recorded and the sale proceeds are available for disbursement.
- 4. CLOSING COSTS. Seller and Buyer shall each pay one-half of the escrow fee. Seller shall pay the real estate excise tax, if any.
- 5. EXERCISE OF EASEMENT RIGHTS: Buyer may exercise the easement rights immediately upon Closing.
- 6. AGENCY DISCLOSURE: Buyer and Seller warrant that they are not represented by an agent to which a commission is due as a result of this purchase.
- 7. PROFESSIONAL ADVICE: It may be advisable for either or both parties to obtain legal, tax or other professional advice in connection with this transaction. The parties accept sole responsibility to seek such advice as they deem necessary.
- 8. FACSIMILE OR EMAIL TRANSMISSION: Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission, shall be the same as

Purchase and Sale Agreement - Page 1			
Wade/Black Lake Ditch Wetlands	Buyer	/	Seller

## **EXHIBIT A – LEGAL DESCRIPTION OF WADE PROPERTY**

## Parcel A, 82720000500

Lot 5 of Westbrook Meadows, as recorded in Volume 17 of Plats, Page 20;

## Parcel B, 12821330301

Parcel B of Boundary Line Adjustment No. BLA-5902, as recorded November 3, 1995 under Recording No. 9511030016;

## Parcel C, 12820440400

That part of the southeast quarter of the southeast quarter of Section 20, Township 18 North, Range 2 West, W.M., described as follows: BEGINNING at the Intersection of the southerly line of county road known as Black Lake Boulevard with the east line of said Section 20; running south along the east line of said Section, 257.93 feet; thence west 337.76 feet more or less to the said southerly line of road; thence northeasterly along said southerly line of road 424.99 feet, more or less, to the point of beginning;

Thurston County, Washington.

Purchase and Sale Agreement - Page 3	
Wade/Black Lake Ditch Wetlands – Exhibit A – Legal Description of Wade Property	
	Buyer

Buver	1	Seller
Duvei	,	Jeliel

#### **EXHIBIT B**

## CONSERVATION EASEMENT

A conservation easement over and across Tract "D" of Prather Valley Townhome's approved preliminary plat dated July 07, 2010, City of Olympia Case #09-0008, situated in Section 21, Township 18 North, Range 2 West, Willamette Meridian, City of Olympia, Thurston County, Washington, said conservation easement particularly described as follows:

Commencing at the Southeast Corner of said Section 21; thence along the West line of said Section 21, North 01°48'38" East, 195.00 to the Southwestern most corner of said Tract "D" being the **POINT OF BEGINNING**;

Thence continuing along said West Section line and tracing said Tract "D" the following seventeen (17) courses;

North 01°48'38" East, 395.97 feet;

Thence leaving said West Section line South 89°35'28" East, 35.21 feet;

Thence North 64°11'21" East, 28.51 feet;

Thence North 31°54'43" East, 61.62 feet;

Thence North 28°00'31" East, 71.04 feet;

Thence North 48°54'57" East, 10.04 feet;

Thence North 17°46'58" East, 32.52 feet;

Thence North 11°16'31" East, 20.65 feet;

Thence North 16°52'51" East, 23.52 feet;

Thence North 32°17'05" East, 24.77 feet to the West line of Lot 4, Westbrook Meadows, recorded in Volume 17, Page 90 of Plats, Thurston County records;

Thence along the West line of said Lot 4, South 35°31'43" East, 52.03 feet to the Southwest corner of said Lot 4;

Thence along the South line of said Lot 4, North 51°53'16" East, 148.15 feet to the Southeast corner of said Lot 4;

Thence along the South line of Lots 2 and 3 of said Westbrook Meadows, North 62°17'19" East, 262.61 feet to the Southeast corner of said Lot 2;

Thence leaving said South line, South 23°14'05" East, 190.83 feet;

Thence South 68°36'03" West, 252.32 feet;

Thence South 43°09'33" West, 176.87 feet;

Thence South 35°01'06" West, 487.20 feet to the POINT OF BEGINNING.

Said conservation easement area (Tract "D") contains 3.44 acres

Cres (F) Cross (

Purchase and Sale Agreement Page 4

Wade/Black Lake Ditch Wetlands - Exhibit B - Legal Description of Conservation Easement

# **EXHIBIT C**

After recording return document to: City of Olympia Attention: Legal Department P.O. Box 1967 Olympia, WA 98507-1967

**Document Title:** 

**CONSERVATION EASEMENT** 

Grantor(s):

Gerold R. and Sharon Wade

Grantee(s):

City of Olympia

Legal Description: See Exhibit "A"

Assessor's Tax Parcel Number 11819240600

# CONSERVATION EASEMENT, ACCESS EASEMENT AND OPTION

# 1. CONSERVATION EASEMENT AND ACCESS EASEMENT

- A. That Grantor owns in fee simple certain real property situated, lying and being in Thurston County, Washington, as described in Exhibit A attached hereto and incorporated herein ("Property");
- B. That Grantor desires to grant a conservation easement and option to acquire the same to Grantee for valuable consideration, receipt of which is hereby acknowledged, across the aforementioned real property, said conservation easement as described in Exhibit B and depicted on Exhibit C ("Conservation Easement Area").
- C. That Grantee is a municipal corporation of the State of Washington, and is qualified to be the Grantee of a conservation easement.
- D. That Grantor and Grantee recognize the conservation, scenic, natural, or aesthetic value of the Easement Area in its natural state. The purpose of this Conservation Easement is to maintain wetland and/or riparian resources and other natural values of the Property, and prevent the use or development of the Easement Area for any purpose or in any manner that would conflict with the maintenance of the Easement Area in its natural condition.

Purchase and Sale Agreement – Page 5			
Wade/Black Lake Ditch Wetlands - Exhibit C – Conservation Easement			
	Buyer	/	Sellei

- E. That in consideration of the covenants and representations contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys unto Grantee, its heirs, successors and assigns, forever and in perpetuity a Conservation Easement, over the Property described on Exhibit A, together with the right to preserve and protect the conservation values thereof, as more particularly described in this agreement. This conservation easement is deemed to be a conservation easement under Olympia Municipal Code 18.32.140(b)(1). If the Prather Valley preliminary plat is approved by the City Council as a final plat, this conservation easement remains a conservation easement pursuant to Olympia Municipal Code 18.32.140(b)(1) as that code existed on the date of the Prather Valley preliminary plat application, unless the City exercises its option to acquire the tract pursuant to this agreement.
- F. Duration of Conservation Easement and Access Easement. The conservation easement and the access easement shall be perpetual, until such time as the City exercises its option. This conservation easement is an easement in gross, runs with the land and is enforceable by Grantee against Grantor, Grantor's personal representatives, heirs, successors and assigns, lessees, agents and licensees.
- G. Prohibited and Restricted Activities. Any activity on, or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. The Conservation Easement Area shall be preserved in its natural condition and restricted from any development that would impair or interfere with the conservation values of the Easement Area. The City has the right to fully fence and exclude anyone from the Conservation easement area.

Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited, restricted or reserved as indicated hereunder:

- 1. Disturbance of Natural Features. Any change disturbance, alteration or impairment of the natural features of the Easement Area or any introduction of non-native plants and/or animal species is prohibited, except as is necessary to access, maintain and enhance the conservation easement area.
- 2. Construction. There shall be no constructing or placing of any building, mobile home, asphalt or concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, pier, landing, dock or any other temporary or permanent structure or facility on or above the Easement Area.
- 3. Industrial, Commercial and Residential Use. Industrial, residential and/or commercial activities, including any right of passage for such purposes are prohibited.
- <u>4. Agricultural, Grazing and Horticultural Use.</u> Agricultural, grazing, animal husbandry, and horticultural use of the Easement Area are prohibited.

Purchase and Sale Agreement – Page 6			
Wade/Black Lake Ditch Wetlands - Exhibit C – Conservation Easement			
	Buyer	/	Selle

- 5. <u>Vegetation</u>. There shall be no removal; burning, destruction, harming, cutting or mowing of trees, shrubs, or other vegetation on the Easement Area, except to complete any activities required by regulations pursuant to City or other governmental agency-approved plans.
- 6. Roads and Trails. There shall be no construction of roads, trails or walkways on the Easement Area; nor enlargement or modification to existing roads, trails or walkways.

  Signage. No signs shall be permitted on or over the Easement Area, except the posting of no trespassing signs, signs identifying the conservation values, signs giving directions or proscribing rules and regulations for the use of the Easement Area and/or signs identifying the Grantor as owner of the property.
- 7. Dumping or Storage. Dumping or storage of soil, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or hazardous substances, or toxic or hazardous waste, or any placement of underground or aboveground storage tanks or other materials on the Easement Area is prohibited.
- 8. Excavation, Dredging or Mineral Use. There shall be no grading, filling, excavation, dredging, mining or drilling; no removal of topsoil, sand, gravel, rock, peat, minerals or other materials, and no change in the topography of the land in any manner on the Easement Area, except to restore natural topography or drainage patterns or complete any of the activities listed under Article IV Grantee's Rights.
- 9. Water Quality and Drainage Pattern. There shall be no drinking, draining, dredging, channeling, filling, leveling, pumping, impounding or related activities, or altering or tampering with water control structures or devices, or disruption or alteration of the restored, enhanced, or created drainage patterns, except to maintain the existing stream culvert on the property. In addition, diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means, removal of wetlands, polluting or discharging into waters, springs, seeps, or wetlands, or use of pesticide or biocides is prohibited except to complete any activities required by regulations pursuant to City or other governmental agency-approved plans.
- 10. Development Rights. No development rights that have been encumbered or extinguished by this Conservation Easement shall be transferred pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.
- 11. Vehicles. The operation of mechanized vehicles, including, but not limited to, motorcycles, dirt bikes, all-terrain vehicles, cars and trucks is prohibited, except to complete any activities required by regulations pursuant to City or other governmental agency-approved plans.
- 12. Other Prohibitions: Any other use of, or activity on, the Easement Area which is or may become inconsistent with the purposes of this grant, the preservation of the Easement Area substantially in its natural condition, or the protection of its environmental systems, is prohibited.

Purchase and Sale Agreement – Page 7			
Wade/Black Lake Ditch Wetlands - Exhibit C – Conservation Easement			
/	Buyer	/	Selle

#### H. Enforcement and Remedies

- 1. To accomplish the purposes of this Easement, Grantee is allowed to prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by such activity or use. Upon any breach of the terms of this Conservation Easement by Grantor that comes to the attention of the Grantee, the Grantee shall notify the Grantor in writing of such breach. The Grantor shall have 30 days after receipt of such notice to correct the conditions constituting such breach. If the breach remains uncured after 30 days, the Grantee may enforce this Conservation Easement by appropriate legal proceedings including damages, injunctive and other relief. Notwithstanding the foregoing, the Grantee reserves the immediate right, without notice, to obtain a temporary restraining order, injunctive or other appropriate relief if the breach of the term of this Conservation Easement is or would irreversibly or otherwise materially impair the benefits to be derived from this Conservation Easement. The Grantor and Grantee acknowledge that under such circumstances damage to the Grantee would be irreparable and remedies at law will be inadequate. The rights and remedies of the Grantee provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available to Grantee in connection with this Conservation Easement. The costs of a breach, correction or restoration, including the Grantee's expenses, court costs, and attorneys' fees, shall be paid by Grantor, provided Grantor is determined to be responsible for the breach.
- 2. No failure on the part of the Grantee to enforce any covenant or provision hereof shall discharge or invalidate such covenant or any other covenant, condition, or provision hereof or affect the right to Grantee to enforce the same in the event of a subsequent breach or default.
- 3. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury or change in the Property resulting from causes beyond the Grantor's control, including, without limitation, fire, flood, storm, war, acts of God or third parties, except Grantor's lessees or invitees; or from any prudent action taken in good faith by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to life, damage to property or harm to the Property resulting from such causes.

# I. Miscellaneous

- 1. Warranty. Grantor warrants, covenants and represents that it owns the Property in fee simple, and that Grantor either owns all interests in the Property which may be impaired by the granting of this Conservation Easement or that there are no outstanding mortgages, tax liens, encumbrances, or other interests in the Property which have not been expressly subordinated to this Conservation Easement. Grantor further warrants that Grantee shall have the use of and enjoy all the benefits derived from and arising out of this Conservation Easement, and that Grantor will warrant and defend title to the Property against the claims of all persons.
- 2. Subsequent Transfers. The Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument that transfers any interest in all or a portion of

Purchase and Sale Agreement – Page 8			
Wade/Black Lake Ditch Wetlands - Exhibit C – Conservation Easement			
	Buyer	/	Seller

the Property. The Grantor agrees to provide written notice of such transfer at least thirty (30) days prior to the date of the transfer. The Grantor and Grantee agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interests in the Property or any portion thereof and shall not be amended, modified or terminated without the prior written consent and approval of the Grantee.

- 3. Entire Agreement and Severability. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Easement. If any provision is found to be void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.
- 4. Obligations of Ownership. Grantor is responsible for any real estate taxes, assessments, fees, or charges levied upon the Property. Grantor shall keep the Easement Area free of any liens or other encumbrances for obligations incurred by Grantor. Grantee shall not be responsible for any Costs or liability of any kind related to the ownership, operation, insurance, upkeep, or maintenance of the Property, except as expressly provided herein. Nothing herein shall relieve the Grantor of the obligation to comply with federal, state or local laws, regulations and permits that may apply to the exercise of the Reserved Rights.
- <u>5. Extinguishment.</u> In the event that changed conditions render impossible the continued use of the Easement Area for the conservation purposes, this Conservation Easement may only be extinguished, in whole or in part, by judicial proceeding.
- <u>6. Eminent Domain.</u> Whenever all or part of the Property is taken in the exercise of eminent domain so as to substantially abrogate the Restrictions imposed by this Conservation Easement, Grantor and Grantee shall join in appropriate actions at the time of such acquisition to recover the full value of the acquisition, and all incidental and direct damages due to the acquisition.
- 7. Proceeds. This Conservation Easement constitutes a real property interest immediately vested in Grantee. In the event that all or a portion of this conservation easement is extinguished or involuntarily converted due to actions of Grantor or their successors or assigns, Grantee shall be entitled to the fair market value of this Conservation Easement and Option.
- 8. Notification. Any notice, request for approval, or other communication required under this Conservation Easement shall be sent by registered or certified mail, postage prepaid, to the following addresses (or such address as may be hereafter specified by notice pursuant to this paragraph):

## To Grantor:

Gerold Wade & Sharon Wade 1320 Evergreen Park Drive, Unit #10 Olympia, Washington 98502

#### To Grantee:

City of Olympia, Public Works Department Stormwater Division P.O. Box 1967 Olympia, Washington 98507-1967

Purchase and Sale Agreement – Page 9			
Wade/Black Lake Ditch Wetlands - Exhibit C – Conservation Easement			
	Buyer_	/_	Seller

- 9. Amendment. This Conservation Easement may be amended, but only in writing signed by all parties hereto, and provided such amendment does not affect the qualification of this Conservation Easement or the status of the Grantee under any applicable laws, and is consistent with the conservation purposes of this grant.
- J. Access Easement. Grantor grants to grantee an access easement over and across the property described in Exhibit A in order to access the conservation easement area. The easement shall be twenty feet wide and shall not have a specific location but rather may float based upon the construction needs related to the Prather Valley final plat. During construction prior to final plat, the access shall be maintained by the Wades and their contractors. If the City constructs an access driveway prior to construction, that access will either be maintained or a new access will be provided by the Wades, their contractors, and their successors and assigns. If the Wades, their successor or assigns proceed with the final plat improvements, they will provide and construct, at their cost, access to the conservation area from and across the property described in Exhibit A. The access will be constructed in accordance with City standards. If final plat is received, an access easement will be dedicated on the face of the plat. When constructed and dedicated, such access easement will replace this floating access easement described herein.

## 2. OPTION TO ACQUIRE

Grantor also hereby grants to Grantee an Option to Purchase the fee title rights to the Easement Area. Grantee may exercise this Option to Purchase within two years after final plat recording or other final action of record establishing the Easement Area as a separate legal lot or tract. The purchase price shall be One Dollar (\$1.00). The Grantee may exercise this Option to Purchase by giving notice to the Grantor or successors, and Grantor or successor shall have 60 days to deliver an executed Quit Claim Deed conveying the property in fee simple to Grantee. The Grantor may in the Quit Claim Deed retain a drainage easement over the Easement Area in order to meet grantor's regulatory and permitting requirements. Upon the recording of the Quit Claim Deed, the conservation easement shall no longer exist.

The Quit Claim Deed must contain a deed restriction substantially similar to the following:

Note: Before beginning and the during the course of any grading, building construction, or other development activity, on a lot or development site subject to this deed restriction, the common boundary between the area subject to the deed restriction and the area of development activity must be fenced or otherwise marked to the satisfaction of the Olympia Community Planning and Development Department.

This Easement and conditions, including the Option to Purchase, shall be a covenant running with the land and shall be binding on all present and future owners and occupiers of the land subject to this easement, their successors, heirs and assigns of the owners of the land and the easement is enforceable on behalf of the public by the Grantee.

Purchase and Sale Agreement – Page 10			
Wade/Black Lake Ditch Wetlands - Exhibit C - Conservation Easement			
	Buyer	_/	_Seller

GRANTORS:		
Gerold R. Wade, individually an	d as Trustee of the G. R.	
(Signature)		Date:
(Signature)		
STATE OF WASHINGTON	) ) ss.	
COUNTY OF THURSTON	)	
known to be the individual described that he signed the same as his mentioned.	cribed, and who execute	ersonally appeared before me Gerold R. Wade, d the foregoing instrument and acknowledged d deed for the uses and purposes therein year first above written.
·		
		Signature -
		Print Name: NOTARY PUBLIC in and for the State of
		Washington, residing at My commission expires
STATE OF WASHINGTON COUNTY OF THURSTON	) ) ss.	
I certify that I know or appeared before me, and said that he was authorized to exec Sharon Wade Living Trust to be mentioned in the instrument.	person acknowledged th ute the instrument and a	ce that Gerold R. Wade is the person who at he signed this instrument and on oath stated acknowledged it as the Trustee of the G. R. & act of such party for the uses and purposes  _ day of 2012.  Signature Print Name: NOTARY PUBLIC in and for the State of Washington, residing at My commission expires
Purchase and Sale Agreement – Pa Wade/Black Lake Ditch Wetlands		asement Buyer / Selle

		Date:
Signature)		
TATE OF WASHINGTON	)	
	ss.	
COUNTY OF THURSTON	)	
nown to be the individual d	escribed, and who	2012, personally appeared before me Sharon Wade, executed the foregoing instrument and acknowledged tary act and deed for the uses and purposes therein
WITNESS my hand a	nd official seal the	day and year first above written.
		Signature
		Print Name:
		Washington, residing at
		My commission expires
TATE OF WASHINGTON	)	wy commission expires
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	) ss.	
COUNTY OF THURSTON	j	
pefore me, and said person was authorized to execute the Wade Living Trust to be the he instrument.	acknowledged tha ne instrument and free and voluntary	y evidence that Sharon Wade is the person who appeare t she signed this instrument and on oath stated that she acknowledged it as the Trustee of the G. R. & Sharon act of such party for the uses and purposes mentioned in day of 2012.
WITINESS IIIY Halid a	na omeiar sear ems	uuy 01 2012.
		Signature
		Print Name:
		NOTARY PUBLIC in and for the State of
		Washington, residing at
		My commission expires
Purchase and Sale Agreement - Wade/Black Lake Ditch Wetlan		ervation Fasement
el Diack Fake Diffil Mafigli	us - Exhibit C — COHS	Buver / Sel

GRANTEE:	
Accepted and Approved: CITY OF OLYMPIA	Approved as to form:
Ву:	
Steven R. Hall, City Manager	Deputy City Attorney
Date:	a a
STATE OF WASHINGTON ) ) ss.	
COUNTY OF THURSTON )	
On the day of 2012 of Washington, duly commissioned and sworn, personal the City Manager of the City of Olympia, a municipal coinstrument and acknowledged the said instrument to be municipal corporation for the uses and purposes therein authorized to execute the said instrument.  WITNESS my hand and official seal the day and	rporation, who executed the foregoing e the free and voluntary act and deed of said n mentioned and on oath states that he is
	Signature Print Name:
	NOTARY PUBLIC in and for the State of
	Washington, residing at My commission expires
Purchase and Sale Agreement – Page 13 Wade/Black Lake Ditch Wetlands - Exhibit C – Conservation E/	asement Buyer / Seller

# EXHIBIT A TO CONSERVATION EASEMENT LEGAL DESCRIPTION OF WADE PROPERTY

Parcel A	. 82720	0005	00
----------	---------	------	----

Lot 5 of Westbrook Meadows, as recorded in Volume 17 of Plats, Page 20;

# Parcel B, 12821330301

Parcel B of Boundary Line Adjustment No. BLA-5902, as recorded November 3, 1995 under Recording No. 9511030016;

## Parcel C, 12820440400

That part of the southeast quarter of the southeast quarter of Section 20, Township 18 North, Range 2 West, W.M., described as follows: BEGINNING at the Intersection of the southerly line of county road known as Black Lake Boulevard with the east line of said Section 20; running south along the east line of said Section, 257.93 feet; thence west 337.76 feet more or less to the said southerly line of road; thence northeasterly along said southerly line of road 424.99 feet, more or less, to the point of beginning;

Thurston County, Washington.

Purchase and Sale Agreement – Page 14		
Wade/Black Lake Ditch Wetlands - Exhibit C – Conservation Easement		
/	Buver	/

#### **CONSERVATION EASEMENT**

A conservation easement over and across Tract "D" of Prather Valley Townhome's approved preliminary plat dated July 07, 2010, City of Olympia Case #09-0008, situated in Section 21, Township 18 North, Range 2 West, Willamette Meridian, City of Olympia, Thurston County, Washington, said conservation easement particularly described as follows:

Commencing at the Southeast Corner of said Section 21; thence along the West line of said Section 21, North 01°48'38" East, 195.00 to the Southwestern most corner of said Tract "D" being the **POINT OF BEGINNING**;

Thence continuing along said West Section line and tracing said Tract "D" the following seventeen (17) courses;

North 01°48'38" East, 395.97 feet;

Thence leaving said West Section line South 89°35'28" East, 35.21 feet;

Thence North 64°11'21" East, 28.51 feet;

Thence North 31°54'43" East, 61.62 feet;

Thence North 28°00'31" East, 71.04 feet;

Thence North 48°54'57" East, 10.04 feet;

Thence North 17°46'58" East, 32.52 feet;

Thence North 11°16'31" East, 20.65 feet;

Thence North 16°52'51" East, 23.52 feet;

Thence North 32°17'05" East, 24.77 feet to the West line of Lot 4, Westbrook Meadows, recorded in Volume 17, Page 90 of Plats, Thurston County records;

Thence along the West line of said Lot 4, South 35°31'43" East, 52.03 feet to the Southwest corner of said Lot 4;

Thence along the South line of said Lot 4, North 51°53'16" East, 148.15 feet to the Southeast corner of said Lot 4;

Thence along the South line of Lots 2 and 3 of said Westbrook Meadows, North 62°17'19" East, 262.61 feet to the Southeast corner of said Lot 2;

Thence leaving said South line, South 23°14'05" East, 190.83 feet;

Thence South 68°36'03" West, 252.32 feet;

Thence South 43°09'33" West, 176.87 feet;

Thence South 35°01'06" West, 487.20 feet to the POINT OF BEGINNING.

Said conservation easement area (Tract "D") contains 3.44 acres

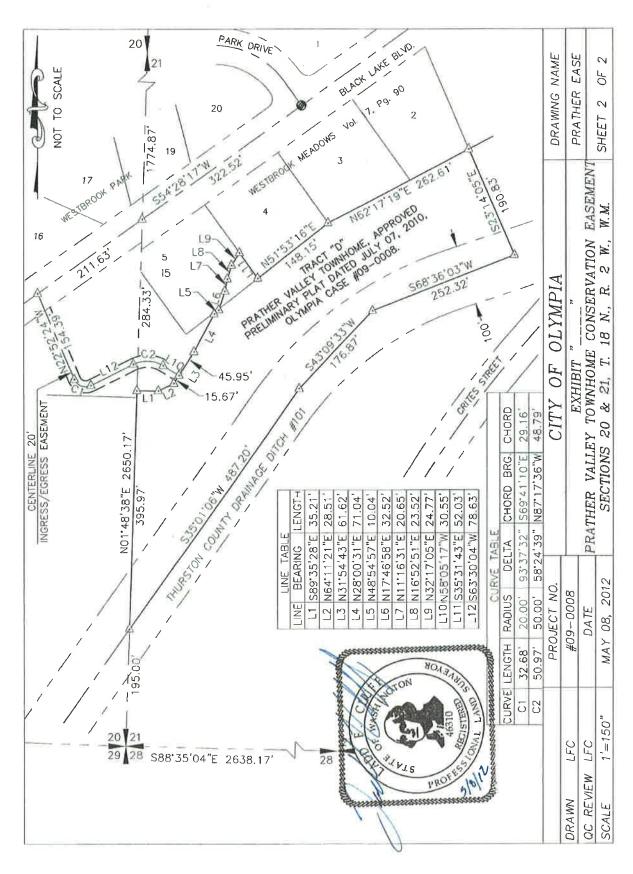
AG310

AG

Purchase and Sale Agreement Page 15 Wade/Black Lake Ditch Wetlands - Exhibit C - Conservation Easement

Buyer / \_Seller

## EXHIBIT C TO CONSERVATION EASEMENT



Purchase and Sale Agreement Page 16
Wade/Black Lake Ditch Wetlands - Exhibit C - Conservation Easement
/

Buyer / Seller