

**When Recorded Return To:**

The Washington State Department of Commerce  
Local Government Division  
1011 Plum Street, SE  
Post Office Box 42525  
Olympia, Washington 98504-2525  
**Building for the Arts**  
Attention: Real Estate Development and Services

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**RESTRICTIVE COVENANT**

Grantor: City of Olympia  
Grantee: Department of Commerce, Community Capital Facilities  
Legal Description (abbreviated): LOT 5 OLYMPIA AREA ROWING BSP FOURTH AMENDMENT  
Assessor's Tax Parcel ID#: 6613-00-00405  
Contract Number: **22-96640-009**

This Restrictive Covenant is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by City of Olympia, a Washington Municipal Corporation, ("Grantor") and is part of the consideration for the financial assistance provided to **Hands on Children's Museum** by the Washington State Department of Commerce ("Department"), pursuant to Contract Number 22-96640-009, for a portion of the real property delineated on the site plan shown on Exhibit "A" attached hereto (the "Property") addressed as 414 Jefferson St. NE, Olympia, Washington 98507, which is legally described as follows:

**LOT 5 OF OLYMPIA AREA ROWING BINDING SITE PLAN AS RECORDED AUGUST 25, 2005 UNDER AUDITOR'S FILE NO. 3761387 AND AMENDED APRIL 9, 2008 AND OCTOBER 27, 2009 AND FEBRUARY 13, 2018 AND NOVEMBER 20, 2020 UNDER AUDITOR'S FILE NOS. 4001839, 4118292, 4611194 AND 4802318.**

This Covenant will be filed and recorded in the official public land records of Thurston County, Washington, and shall constitute a restriction upon the use of the Property and is construed as running with the land, which shall pass to and be binding upon the Grantor and any successors, assigns, heirs, grantees, or lessees of the Property, commencing upon the date specified in Commerce contract number 22-96640-009 and ending **ten (10) years** from said date. Each and every contract, deed, or other instrument covering or conveying the Property, or any portion thereof, shall be conclusively held to have been executed, delivered, and accepted subject to such covenants, regardless of whether such covenants are set forth in such contract, deed, or other instruments.

NOW, THEREFORE, it is hereby covenanted, as follows:

Grantor its successors and/or assigns for the period as stated above shall provide, on the herein described real property, to provide a children's museum as specified in Commerce contract number 22-96640-009.

The Grantor shall require that all operators, tenants, or lessees comply with all State and local codes, licensing requirements, and other requirements regarding the condition of the structure and the operation of the project in the jurisdiction in which the facility is located.

The Grantor will keep any records and make any reports relating to compliance with this covenant that the Department may reasonably require.

DEFAULT: If a violation of this Covenant occurs, the Department (or its successor agency) may, after thirty (30) days' notice and opportunity to cure the violation, which cure may be effected by the Grantor and/or its Investor Member (as defined in the Contract), institute and prosecute any proceeding at law or equity to abate, default the loan, prevent, or enjoin any such violation or to compel specific performance by the Grantor of its obligations hereunder; provided that, the Grantor shall not be required by any provision herein to evict a residential tenant. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of any party entitled to enforce the provisions hereof or to obtain relief against or recover for the continuation or repetition of such breach or violations or any similar breach or violation hereof at any later time.

The Department agrees to execute a Release of Restrictive Covenant at the conclusion of the ten-year period and will not unreasonably withhold appropriate signatures on such a release.

**[SIGNATURE AND NOTARY PAGE FOLLOWS]**

IN WITNESS HEREOF, City of Olympia, has executed this Covenant on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**City of Olympia,**  
a Washington Municipal Corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF                    )

On this day personally appeared before me \_\_\_\_\_ known to be the \_\_\_\_\_ of **City of Olympia**, a Washington Municipal Corporation, the entity that executed the within instrument and acknowledged the said instrument to be the free and voluntary act and deed of said entity for the uses and purposes therein mentioned and on oath stated that s/he was authorized to execute the same.

DATED: \_\_\_\_\_

(Seal or Stamp)

\_\_\_\_\_  
*(Signature of Notary)*

\_\_\_\_\_  
*(Legibly Print or Stamp Name of Notary)*

NOTARY PUBLIC in and for the state of Washington

My Commission Expires: \_\_\_\_\_

Approved as to form:

By: **Mark Barber** \_\_\_\_\_

Printed Name: Mark Barber \_\_\_\_\_

Title: City of Olympia Attorney/Council \_\_\_\_\_