

PURCHASE & SALE AGREEMENT
(Re: the Tenino Park Addition)

THIS PURCHASE AND SALE AGREEMENT (the “**Agreement**”), dated as of the date both parties have executed this Agreement (the “**Effective Date**”), is made and entered into by and between **Norseman Timber Company LLC** (“**Seller**”) and **The City of Tenino, Washington** (“**Buyer**”).

RECITALS:

A. Buyer is an incorporated city located in the County of Thurston, State of Washington, which includes as one of its public amenities an existing public park commonly referred to as the Tenino City Park (the “**City Park**”).

B. Seller is the owner of approximately 61 +/- acres of timberland contiguous with the southern boundary of the City Park as more particularly described in attached Exhibit A (the “**Real Property**”), including all rights appurtenant thereto and all improvements, timber, and fixtures if any located therein or thereon, but excepting the Permitted Exceptions specified herein (collectively, the “**Property**”).

B. Seller wishes to sell to Buyer and Buyer wishes to purchase from Seller the Property, subject to the Permitted Exceptions (hereinafter defined), for the price and on the terms and conditions set forth in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants of Seller and Buyer (individually, a “**Party**,” and collectively, the “**Parties**”) set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, the Property for the price and on the terms and conditions set forth in this Agreement.

2. **Purchase Price and Payment.**

2.1 **Purchase Price.** The purchase price for the Property shall be the sum of Four Hundred, Twenty-Five Thousand and no/100 Dollars (\$425,000) (the “**Purchase Price**”).

2.2 **Payment.** The Purchase Price shall be paid to Seller as follows:

2.2.1 Upon execution of this Agreement Buyer shall deposit with Chicago Title Company of Washington, at its Lacey, WA office (the “**Title Company**”) the sum of Twenty-Five Thousand and no/100 Dollars (\$25,000), which shall constitute an earnest money deposit hereunder (such amount together with all interest earned thereon is hereinafter referred to

as the “**Earnest Money Deposit**”). Title Company shall deposit the Earnest Money Deposit in an interest-bearing account. The Earnest Money Deposit and any accrued interest thereon shall be applied for Buyer’s account to the Purchase Price at Closing.

2.2.2 The remaining balance of the Purchase Price, subject to the prorations and adjustments described herein, shall be paid in full at Closing by Buyer in immediately available funds.

3. **Roll Back Taxes and Expenses.** The Property is presently designated or classified as forestland, timberland, open space or similar non-ad valorem status for property tax purposes. The Parties will cooperate before and at Closing to cause the non-ad valorem status to be approved for continuance at Closing. Buyer shall bear the risk that the Property or a portion thereof will be removed from such designation or classification as a result of this transaction. If Buyer’s acquisition of the Property results in a change in the forestland, open space, timberland or similar non-ad valorem tax classification or designation applicable to the Property or any portion thereof, Buyer shall be solely responsible for payment of all compensating or “roll back” taxes and any related interest, liabilities and penalties resulting from such change in classification or designation, if any (collectively, “**Roll Back Taxes and Expenses**”). If after the Closing any Roll Back Taxes and Expenses are imposed with respect to the Property or any portion thereof, the same shall not constitute a basis for any claim by Buyer against Seller nor entitle Buyer to rescind this transaction, and Buyer shall pay the same when due and shall and indemnify, defend and hold Seller harmless from all such Roll Back Taxes and Expenses.

4. **Condition of the Property.** Buyer shall have 45 days following execution of this Agreement by both Parties in which to investigate and review the property and all matters relating thereto, and to determine, in Buyer’s sole and absolute discretion, whether to proceed with this transaction (the “investigation period”). Should Buyer decide not to proceed with this transaction during the investigation period, or any extension thereof, the deposit referred to in paragraph 2.2 herein shall be returned to Buyer, along with any accrued interest. Buyer’s investigation and review may include, but is not limited to, conducting of toxic and hazardous waste studies, physical inspections, soils sampling and/or tests (including boring), review of endangered species, habitat, wetlands, zoning, and any other matter related to the feasibility of the property for its intended use by Buyer. Buyer may enter the property during the investigation period for the purpose of determining the feasibility of the property for Buyer’s intended use, provided Buyer shall not conduct any invasive testing without first providing a detailed work plan to Seller and obtaining Seller’s written consent thereto, which shall not be unreasonably withheld. Buyer will reasonably restore the property to its prior condition if any testing or investigation requires this if Buyer does not purchase the property. By purchasing this property, Buyer acknowledges and agrees for itself and its successors and assigns, that except as otherwise expressly provided in this Agreement, including the results of any investigation during the investigation period: (i) it has inspected and is thoroughly familiar with the physical condition of Property and that it is acquiring the Property in its “**AS IS**” condition; (ii) neither Seller nor any agent of Seller has made or makes any representations or warranties of any kind with respect to the condition of the Property or its fitness, suitability or acceptability for any particular use or purpose; (iii) Seller is selling the Property by the tract or parcel only, it being understood and agreed that the acreage of the Property is not guaranteed or warranted in any way by Seller; and (v) Seller shall have no obligation to repair or make any improvements to the condition of the

Property prior to the Closing. By purchasing the Property, Buyer acknowledges and agrees for itself and its successors and assigns that (i) Buyer has been given a reasonable opportunity to inspect and to investigate the Property and the timber thereon either independently or through agents of Buyer's choosing; (ii) any information pertaining to the Property and the timber thereon, whether written or oral, or in the form of marketing materials, maps, surveys, cruise data, inventory information, plats, soil reports, engineering studies, environmental studies, inspection reports, plans, specifications, or any other information whatsoever, without exception, pertaining to the Property and the timber thereon, or any and all other matters concerning the condition, suitability, integrity, marketability, compliance with law, or other attributes or aspects of the Property and the timber thereon, is furnished to Buyer without warranty by Seller and that neither Seller nor its representatives have verified the accuracy of any statements or other information therein contained nor the qualifications of the persons preparing such information; (iii) Buyer is responsible for verifying legal and practical access to the Property, including, contacting any responsible government agencies regarding access, permits, restrictions or existing hazards and Seller makes no guarantee regarding access; (iv) mineral rights will not be included if such rights are not owned by Seller as of the Effective Date; (v) Buyer is responsible for evaluating whether the Property is suitable for Buyer's intended purpose; and (vi) Buyer shall be solely responsible for obtaining all permits and licenses, if any, required of or by Buyer to carry on its intended operations or activities on the Property. The provisions of this Section 4 shall survive the Closing and the delivery of the Deed to Buyer.

Extension of Investigation Period. If Buyer has made a good faith and diligent effort to complete its feasibility investigation within the initial Investigation Period but is unable to do so, then Buyer may request an extension of the Investigation Period by up to an additional 60 days if necessary to complete its feasibility investigation, and Seller shall not unreasonably withhold its consent to such an extension. If Buyer does not approve the results of its investigation and review of the Property and all matters relating thereto, and/or Buyer decides not to proceed with this transaction, then Buyer may terminate this Agreement by giving a written notice to Seller and Escrow Agent stating Buyer's disapproval and/or intent to terminate this Agreement ("Feasibility Termination Notice"). Unless prior to the expiration of the Feasibility Contingency Period, Buyer has given Seller notice of waiver or satisfaction of the Feasibility Contingency and a written statement that it will proceed to Closing, then this Agreement will terminate at the expiration of the Feasibility Contingency, as the same may be extended, and thereafter, neither Buyer nor Seller shall have any further liability to the other under this Agreement, except for such obligations as expressly survive any termination of this Agreement other than as required by the first addendum attached hereto.

5. **Ongoing Operations.** From the date hereof until the Closing, Seller shall continue to operate the Property in the ordinary course of business utilizing prudent land management practices and shall not enter into any conservation easement or any other agreement that would affect Buyer's title, use, value, operation or enjoyment of the Property.

6. **Title.**

6.1 **Permitted Exceptions.** The following matters shall constitute "**Permitted Exceptions:**"

6.1.1 liens for ad valorem taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;

6.1.2 all land use (including environmental and wetlands), building, forestry, and zoning laws, rules, regulations, codes and ordinances affecting the Property or the use thereof;

6.1.3 any rights of the United States of America, of the State of Washington or any other parties whatsoever, in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes, or to the beds and banks of such water courses below the ordinary highwater mark thereof;

6.1.4 all existing public streets;

6.1.5 all (i) cemeteries and burial grounds and (ii) all electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines on, over or under the Property together with easements for the same;

6.1.6 all mineral rights or reservations, oil, gas or mineral leases, water districts, water rights, restrictions or reservations outstanding in third parties of record;

6.1.7 liens or encumbrances affecting the Property created by Buyer;

6.1.8 reservations in federal patents and acts authorizing the same;

6.1.9 possible additional taxes and penalties that may be assessed if the Property is disqualified for continued assessment on the basis of forestland;

6.1.10 Indian treaty or aboriginal rights, including easements and equitable servitudes;

6.1.11 all matters affecting title to the Property which would be disclosed by a thorough physical inspection or accurate survey of the Property;

6.1.12 subject to Section 6.2 hereof, those special exceptions set forth in the Preliminary Title Report No. _____ as prepared by Chicago Title of Washington and dated as of _____, 2024, (individually and collectively, the “**Title Report**”); and

6.1.13 specific exceptions appearing in an Update which, pursuant to Section 6.2, become Permitted Exceptions.

6.2 **Updates.** Within five (5) calendar days following Seller’s receipt of an updated Title Report relating to the Real Property, if any (each an “**Update**”), Seller shall deliver a copy of the Update to Buyer, together with true and complete copies of all instruments identified therein, to the extent available, as giving rise to any defects or exceptions to title to the Property not disclosed by the original Title Report. Within seven (7)

calendar days following Buyer's receipt of an Update, Buyer shall advise Seller in writing ("**Buyer's Title Update Defect Notice**") of any liens, encumbrances or other defects or exceptions in or to title to the Property reflected in such Update, other than Permitted Exceptions (except those in Sections 6.1.12 and 6.1.13) subject to which Buyer is unwilling to accept title (collectively, the "**Title Update Defect(s)**"); provided, Buyer shall be deemed to have accepted all conditions and exceptions to title listed in the Update that are not specified in Buyer's Title Update Defect Notice. If Buyer does not provide Buyer's Title Update Defect Notice to Seller prior to the expiration of such 7-day period, Buyer shall be deemed to have determined that the Title Report is satisfactory to Buyer. Seller shall have five (5) calendar days after receiving Buyer's Title Update Defect Notice to (i) cure the Title Update Defect, (ii) provide Buyer with reasonable assurances of the manner in which the Title Update Defect will be cured before the Closing, or (iii) provide Buyer with written notice that Seller will not cure the Title Update Defect prior to the Closing; provided, if Seller does not provide Buyer with such written notice prior to the expiration of such 5-day period, Seller shall be deemed to have declined to cure the Title Update Defect. If Seller declines or is deemed to have declined to cure the Title Update Defect, or is thereafter prior to the Closing unable to cure the Title Update Defect(s) after electing to do so or providing assurances, then, if Buyer and Seller are unable to negotiate a mutually acceptable resolution, Buyer may elect, as its sole remedy, by written notice to Seller prior to the Closing to terminate this Agreement, in which case Buyer shall be entitled to a return of its Earnest Money Deposit. In the event Seller elects to correct all or some of the Unacceptable Exceptions, Seller, in its sole discretion, may extend the Closing for up to thirty (30) calendar days in the aggregate in order to eliminate such Unacceptable Exceptions.

6.3 Grant Funding. Seller acknowledges that Buyer may use grant funds from the Angela J. Bowen Foundation ("Foundation") to fund this transaction. Seller will reasonably cooperate with Buyer with respect to any requests related to this grant funding necessary to complete the purchase of the property, including the First Addendum To Purchase and Sale Agreement attached hereto as Exhibit B. Seller acknowledges that at closing Seller must execute a Declaration of Conservation Restriction which will be recorded in substantially the same form as provided in Exhibit C hereto and the Foundation may provide the closing agent with instructions that require said Declaration to be recorded in a timely manner.

7. **Conditions to the Closing.**

7.1 **Buyer's Conditions.** Buyer's obligation to close this transaction shall be subject to and contingent upon the satisfaction or waiver of each of the following conditions:

7.1.1 Accuracy of Seller's Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true, correct and not misleading in all material respects.

7.1.2 Closing Documents. Seller shall have delivered to Buyer the documents set forth in Section 8.3.

7.1.3 Grant Funding. Grant funding referred to in paragraph 6.4.3 in an amount not less than \$440,000 is received by Buyer directly from the Foundation prior to close of escrow unless expressly waived by Buyer in writing.

7.2 **Seller's Conditions.** Seller's obligation to close this transaction shall be subject to and contingent upon the satisfaction or waiver of each of the following conditions:

7.2.1 Accuracy of Buyer's Representations and Warranties. The representations and warranties of Buyer contained in this Agreement shall be true, correct and not misleading in all material respects.

7.2.2 Closing Documents. Buyer shall have delivered to Seller the documents set forth in Section 8.2.

8. **Closing.**

8.1 **Time and Place of Closing, and Recording of Deed.** This transaction shall be closed in escrow (the "**Closing**") at the offices of the Title Company located at _____ (_____, Escrow Officer). The Closing shall take place on the date mutually convenient for the Parties, but no later than April 1, 2024 (the "**Termination Date**"), unless extended by the Parties in writing. The date the Deeds are recorded and funds are disbursed to Seller is herein referred to as the "**Closing Date.**" Title to Real Property shall be conveyed by Statutory Warranty Deed, subject to the Declaration of Conservation which shall be recorded prior to the Deed and excepting therein the Permitted Exceptions (the "**Deed**"). THE PARTIES AGREE THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT.

8.2 **Buyer's Closing Deliveries.** At or before Closing, Buyer shall deliver to Title Company, for delivery through escrow to Seller or as otherwise directed, the following:

8.2.1 the balance due on the Purchase Price, together with any other amounts required by this Agreement to be paid by Buyer, all in immediately available funds by wire transfer to the Title Company's account or by certified check;

8.2.2 an executed assignment and assumption agreement regarding the Trail Permit in such form as is requested by Thurston County (the "**Assignment and Assumption Agreement**"), if applicable;

8.2.3 an executed Washington Real Estate Excise Tax Affidavit specific to the terms of this transaction;

8.2.4 if required by the Title Company, certified resolutions, certificates of good standing and other evidence of the authority of the persons executing this Agreement and the closing documents on behalf of Buyer to execute such documents and close the transactions contemplated hereby;

8.2.5 the executed Declaration of Conservation; and

8.2.6 an executed buyer's closing statement.

8.3 **Seller's Closing Deliveries.** At the Closing, Seller shall deliver through escrow to Buyer or as otherwise directed, the following:

8.3.1 The Deed, duly executed by Seller;

8.3.2 an executed Washington Real Estate Excise Tax Affidavit specific to the terms of this transaction;

8.3.3 an executed Assignment and Assumption Agreement, if applicable;

8.3.4 an executed certificate to the effect that Seller is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;

8.3.5 if required by the Title Company, certified resolutions, certificates of good standing and other evidence of the authority of the persons executing this Agreement and the closing documents on behalf of Seller to execute such documents and close the transactions contemplated hereby;

8.3.6 the executed Declaration of Conservation; and

8.3.7 an executed seller's closing statement

8.4 **Reasonable Actions.** The Parties shall execute additional documents and instruments and take such other actions as may be reasonably necessary to complete the Closing in accordance with this Agreement, so long as the terms thereof are consistent with the terms of this Agreement.

8.5 **Prorations; Special Use Deferral.** All items of income and expense, including, without limitation real property taxes and governmental assessments on the Property shall be prorated between Seller and Buyer as of the Closing Date and readjusted by the Parties after Closing if the proration used at Closing is not accurate.

8.6 **Closing Costs.** The costs associated with the Closing shall be allocated as follows:

8.6.1 Seller shall pay (i) one-half of the escrow fee of Title Company (plus sales tax thereon), (ii) the real estate excise taxes, (iii) the premium for a single standard coverage owner's title insurance policy without endorsements or extended coverage (plus sales tax thereon), and (iv) Seller's attorneys' fees. Buyer shall pay (i) one-half of the escrow fee of Title Company (plus sales tax thereon), (ii) the premiums for any desired endorsements to a standard coverage owner's title insurance policy (plus sales tax thereon), (iii) the recording fees with respect to the Deeds, the Declaration of Conservation, and other conveyance documents, and (iv) Buyer's due diligence and attorneys' fees.

8.6.2 Except as expressly provided in this Agreement, each Party shall bear all costs and expenses incurred by such Party in connection with this transaction.

8.7 **Title Insurance Policy.** At the Closing, Buyer shall cause the Title Company to deliver to Buyer a standard coverage owner's policy of title insurance with respect to the Property, with a coverage amount equal to the Purchase Price, subject only to the standard preprinted general exceptions (unless endorsed over) and the Permitted Exceptions, and any liens or encumbrances suffered or created by Buyer and containing such endorsements as Buyer may reasonably require (the "**Title Policy**").

8.8 **Possession.** Buyer shall be entitled to possession of the Property immediately upon the Closing.

9. **Breach and Remedies.**

9.1 **Breach by Buyer.** IF BUYER DEFAULTS IN THE PURCHASE OF THE PROPERTY, SELLER MAY UPON WRITTEN NOTICE TO BUYER TERMINATE THIS AGREEMENT, WHEREUPON ALL RIGHTS AND OBLIGATIONS OF THE PARTIES TO EACH OTHER SHALL CEASE. AS THE SOLE AND EXCLUSIVE REMEDY FOR SUCH DEFAULT BY BUYER, SELLER SHALL RETAIN THE DEPOSIT AS LIQUIDATED AND AGREED-UPON DAMAGES. BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE MUTUALLY DISCUSSED THE IMPRACTICABILITY AND EXTREME DIFFICULTY OF FIXING THE ACTUAL DAMAGES TO SELLER IF THE SALE AND PURCHASE OF THE PROPERTY DOES NOT CLOSE BECAUSE OF BUYER'S DEFAULT. THE PARTIES THEREFORE AGREE THAT THE DEPOSIT REPRESENTS A REASONABLE ESTIMATE OF THE ACTUAL DAMAGES THAT SELLER WILL INCUR IN THE CASE OF SUCH DEFAULT BY BUYER.

SELLER _____

BUYER _____

9.2 **Breach by Seller.** Should Closing not occur solely due to the default of Seller, Buyer may, at its sole discretion, either (i) maintain the Earnest Money Deposit in escrow and pursue an action for specific performance, or (ii) obtain a refund of the Earnest Money Deposit and terminate this Agreement.

9.3 **Dispute Resolution.** In the event of any dispute, claim, question or disagreement from or relating to this Agreement, or breach thereof, the Parties shall use their best efforts to resolve the dispute, claim, question or disagreement. No suit may be filed by either Party against the other Party in relation to this Agreement without first referring the matter to non-binding mediation, the terms of which will be agreed to in writing or, in the absence of such agreement to mediation, to the Washington Arbitration and Mediation Service in Seattle, with each Party to bear its own attorney fees and one half of the mediation service fee.

10. **1031 Exchange.** Buyer hereby acknowledges that Seller has the option to qualify this transaction as part of a tax deferred exchange under section 1031 of the Internal Revenue Code. Buyer agrees that Seller may assign its rights and obligations under this agreement to a 1031 exchange facilitator as necessary to facilitate the exchange. Buyer agrees to cooperate with the Seller in order to complete the exchange, provided such cooperation will neither delay the closing nor cause additional expense or liability to the Buyer.

11. **Miscellaneous Provisions.**

11.1 **Recitals and Schedules.** The Recitals to this Agreement and any exhibits or schedules attached to this Agreement are incorporated herein by this reference.

11.2 **Assignment; No Recording.** Buyer shall not assign any of its rights or obligations under this Agreement without the prior written consent of Seller. Any such assignment without Seller's consent shall be invalid and of no force or effect. This Agreement shall not be recorded in any county records or other office where public documents are maintained.

11.3 **Notices.** All notices under this Agreement shall be in writing and signed by a Party or its counsel. Notices may be (i) delivered personally, (ii) delivered by a recognized national overnight delivery service, (iii) mailed by certified United States mail, postage prepaid and return receipt requested or (iv) sent by e-mail to the address below. Notices to any Party shall be directed to the address set forth below, or to such other or additional address as any Party may specify by notice to the other Party. Any notice delivered in accordance with this section shall be deemed given (a) in the case of any notice transmitted by e-mail, on the date on which the transmitting Party receives confirmation of receipt, (b) in the case of any notice delivered by a recognized national overnight delivery service, on the day of delivery to the service, or (c) in

the case of any notice mailed by certified U.S. mail, two (2) business days after deposit therein.

It to Seller: Norseman Timber Company LLC
 PO Box 1161
 Seattle, WA 98111
 Attn: Georges Yates.
 Telephone No.: (206) 335-6520
 Email: GYates@NorsemanTimber.com

If to Buyer: City of Tenino

 Tenino, WA _____
 Attn: _____
 Telephone No. _____
 Email: _____

11.4 **Waiver.** Any Party's failure to exercise any right or remedy under this Agreement, delay in exercising any such right or remedy, or partial exercise of any such right or remedy, shall not constitute a waiver of that or any other right or remedy hereunder. A waiver of any breach of any provision of this Agreement shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. No waiver of any provision of this Agreement shall be binding on a Party unless it is set forth in writing and signed by such Party.

11.5 **Amendment.** This Agreement may not be modified or amended except by the written agreement of the Parties.

11.6 **Integration.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements with respect thereto. The Parties acknowledge and agree that there are no agreements or representations relating to the subject matter of this Agreement, either written or oral, express or implied, that are not set forth in this Agreement.

11.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

11.8 **Execution.** This Agreement may be executed in any number of counterparts, all of which together shall constitute one and the same agreement. Each Party may rely upon the signature of each other Party on this Agreement that is transmitted by pdf or equivalent attachment to email as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with the original ink signature of the

transmitting Party. This Agreement shall become effective and in full force only when duly and properly executed, authorized, and delivered by the Parties hereto.

11.9 **No Third Party Beneficiaries.** This Agreement is made and entered into for the sole protection and legal benefit of Seller and Buyer and, subject to the restrictions on assignment set forth herein, their respective successors and assigns, and no other person or entity shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Agreement.

11.10 **No Brokers.** The Buyer and Seller hereby represent and warrant to one another that neither has engaged a broker to represent them in this transaction. Seller shall indemnify and defend Buyer from all liability and damages resulting from any claims that may be asserted against Buyer by any broker, finder, or other person, with whom Seller or Broker has or purportedly has dealt. Buyer shall indemnify and defend Seller from all liability and damages resulting from any claims that may be asserted against Seller by any broker, finder, or other person, with whom Buyer has or purportedly has dealt.

11.11 **Publicity; Confidentiality.** Prior to Closing, neither Buyer nor Seller shall release any information to the media or the general public concerning Buyer's purchase of the Property unless the Parties mutually agree or unless such disclosure is required by any law, regulation or rule applicable to either Party or to this transaction. Seller acknowledges that Buyer is a municipal corporation subject to the Washington Open Public Meetings Act (RCW 42.30) and the Washington Public Records Act (RCW 42.56) and Buyer's compliance therewith shall not be deemed a violation of this Agreement.

11.12 **Time.** If any date upon which some action, notice or response is required of any Party hereunder occurs on a weekend or state or national holiday, such action, notice or response shall not be required until the next succeeding business day.

11.13 **Time for Acceptance.** If Buyer and Seller have failed to mutually accept this Agreement by [February 1, 2024], this agreement shall become null and void and any deposits previously made shall be returned.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate originals as of the date(s) written below.

SELLER

Norseman Timber Company LLC

BUYER

City of Tenino

By: _____
Georges Yates
As its Manager
Date of Execution: _____, 2024

By: _____
Name: _____
Title: _____
Date of Execution: _____, 2024

EXHIBIT A

Legal Description

Parcel B of Boundary Line Adjustment No. BLA-10 122439TC, as recorded October 1, 2010 under Auditor's File Nos 4173586 and 4173587.

In Thurston County, Washington

Thurston County Parcel ID Nos.:

11619440000

11619410201

The Real Property is sometimes referenced as 449 Park Ave. W., Tenino, WA

Exhibit B

**FIRST ADDENDUM TO
PURCHASE AND SALE AGREEMENT**

for Real Property located at
449 Park Avenue W, Tenino, Washington, WA 98589

Norseman Timber Company LLC, a Washington limited liability company (“Seller”) and the City of Tenino, a municipality in the state of Washington (“Buyer”) (Buyer and Seller collectively referred to herein as the “Parties”), enter into this First Addendum to the Purchase and Sale Agreement (“First Addendum”) upon Mutual Acceptance below and agree as follows:

I. RECITALS

- A. Seller and Buyer are parties to a Purchase and Sale Agreement dated _____ (“PSA”) for unimproved vacant real property located at 449 Park Avenue W, Tenino, Washington, Thurston County, Washington 98589 (“Property”).
- B. Buyer’s purchase of the Property is contingent upon the receipt of funding from The Angela J. Bowen Conservancy Foundation, a Washington nonprofit corporation (“AJBCF”).
- C. AJBCF will donate the funds to close the PSA contingent upon the Parties’ execution and recording of a Declaration of Conservation Restrictions wherein AJBCF will act as Declarant (“Declaration”) in the form attached hereto as **Exhibit A** at closing and the recording of the deed of conveyance subject to said Declaration.
- D. The Parties desire to enter into this First Addendum to amend and supplement the PSA. The PSA as amended and supplemented by the First Addendum shall be referred to herein as the “Agreement.”

II. AGREEMENT

In consideration of the foregoing recitals, which are incorporated herein, the mutual promises and covenants contained in the Agreement and other valuable consideration, the sufficiency and receipt of which is acknowledged, Seller and Buyer agree as follows:

1. The Parties approve of the Declaration and agree that they shall execute and record the Declaration at closing of the PSA.
2. The Parties agree the deed of conveyance shall be subject to the Declaration and shall state it is subject to the Declaration on its face.
3. The Parties authorize AJBCF to provide escrow instructions to the closing agent to ensure the Declaration is recorded at closing of the PSA, and if closing fails to occur then the closing agent shall instead return all signature pages for the Declaration to the party whose original signature is found therein and the Declaration would not then be recorded.

Exhibit C

Update with final declaration.

WHEN RECORDED RETURN TO:

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

DECLARATION OF CONSERVATION RESTRICTIONS

Grantor: Norseman Timber Company LLC, a Washington limited liability company
Grantee: City of Tenino, a municipality in the state of Washington.
Abbreviated legal description: Pcl B BLA 10 122439 TC
Legal description contained in: Exhibit A, page 15
Assessor's Tax Parcel Number: 11619440000 and 11619410201
Reference Numbers(s) of related documents:

Norseman Timber Company, LLC, a Washington limited liability company ("Grantor"), the City of Tenino, 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 Restriction ("Declaration") on _____ ("Effective Date") and declare as follows:

BACKGROUND

1. Norseman Timber Company, LLC, a Washington limited liability company is the owner of the real property located at 449 Park Avenue W, Tenino, Washington, Washington 98589 and legally described on **Exhibit A** ("Property").
2. The Property consisting of approximately 61 +/- acres of forest land possesses natural, scenic, riparian, forest, and ecological values significant to the City of Tenino's adjacent City Park and downtown area (collectively the "Conservation Values") of great importance to Grantor

and Grantee, the people of Thurston County, and the people of the state of Washington which have been documented in a _____, on file at offices of Grantee and 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 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 the providing of park lands and recreation space for the benefit of its residents. Grantee’s City Council passed a resolution on February 13, 2024 doing the following:

- a. Authorizing the Mayor to proceed with purchase of property from Norseman Timber Company LLC, a Washington limited liability company, with the legal description provided herein, and
- b. Facilitate recordation of the attached Declaration of Conservation Restrictions attached hereto, and
- c. Enter into a purchase agreement with Norseman Timber Company LLC to buy the described property, and
- d. Receive a grant from the Angela J. Bowen Conservancy Foundation to receive funding that will be used to purchase the described property; and
- e. Purchase the described property provided all the requirements for purchase of the property are met; and
- f. To sign any agreements or documents facilitating the foregoing.

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 conserving of natural areas.

6. Both Grantee and Declarant are authorized under RCW 64.04.130 authorized 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 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.

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 low impact non-motorized recreation purposes. For purposes of this Declaration, "Authorized Recreational Purposes" shall be limited to the use and maintenance of existing or newly constructed trails for hiking, walking, biking (no e-bikes) and horseback riding and for no other recreational purpose. Authorized Recreation Purpose includes the right of Grantee to install, construct, repair, maintain, and replace the following improvements to the property as necessary to support the Authorized Recreational Purposes: bathroom facilities, storage shed, parking areas, and 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. New trails must be constructed and located in a manner that does not harm the Conservation Values and relies on dirt, gravel and boardwalks for the surface of the trail. A graveled access road, preferable built on the old logging roadbed is allowed. For purposes of this Declaration "educational purposes" shall mean low impact learning, research, and enrichment activities for all ages.

(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, installation of native plants, re-meandering streams, wetland enhancement, habitat restoration, wetland connection, 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.

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

(f) *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.

(g) *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.

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

(i) *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.

(j) *Mineral and Aggregate Development.* The exploration for, or development and extraction of, any minerals, aggregate, or hydrocarbons.

(j) *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.

(k) *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 maintenance of adequate comprehensive general liability insurance coverage. Such insurance will: (i) identify Declarant as the holder of a Declaration of Conservation on the Property; (ii) name Declarant as an additional insured for Declarant's interest in the Property only; (iii) provide for at least thirty (30) days' notice to Declarant before cancellation; and (iv) provide that the act or omission by one insured party will not invalidate the policy as to the other insured party.

(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 Tenino
 149 Hodgden Street
 S. Tenino, WA 98589

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 a 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 and any such amendment shall not also bind Grantor without Grantor's additional written concurrence. 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.

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

This record was acknowledged before me on _____, 2024, by George Yates, Authorized Manager of Norseman Timber Company, LLC, a Washington limited liability.

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 _____, 2024, by _____ as the _____ of City of Tenino, a municipality in the state of Washington.

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 _____, 2024, by Karen Buckley as Chairman of the Board of The Angela J. Bowen Conservancy Foundation.

Notary Public in and for the state of Washington.
Residing at: _____
My Commission Expires: _____

EXHIBIT A (to conservation easement)
LEGAL DESCRIPTION

11619440000 and 11619410201

Parcel B of Boundary Line Adjustment No. BLA 10 122439 TC, as recorded October 1, 2010 under Auditor's File Nos. 4173586 and 4173587.

TOGETHER WITH all of Grantor's right, title and interest in and to the Easement reserved by Grantor in the Statutory Special Warranty Deed dated October 13, 2010, recorded October 29, 2010 under Auditor's File No. 4178626, records of Thurston County, Washington, subject to the terms and conditions thereof; and, also

TOGETHER WITH all of Grantor's right, title and interest in and to the easement granted and conveyed by the City of Tenino in the Easement dated October 28, 2010, recorded November 1, 2010 under Auditor's File No. 4178998, records of Thurston County, Washington, subject to the terms and conditions thereof.