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Larry E. Grove, CPA, Lewis County Auditor, Chehalis, Washington

EXEMPT 8-5-19
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Upon Recording, Please Return To:
Washington State Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Rory Calhoun

**DEED OF RIGHT TO USE LAND FOR
PUBLIC OUTDOOR RECREATION PURPOSES**

**Cowlitz River Public Access Point Property
at 105 Alta Drive, Packwood, WA 98361**

Grantor: Lewis County Public Works

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,
including any successor agencies

Abbreviated
Legal

Description: PT GL 9 IN 15-13-9E, WM, LCW (More particularly described in Exhibit "A"
(Legal Description) and as depicted in Exhibit "B" (Property Map))

Assessor's Property Tax Parcel Number(s): 035132005005

Reference Numbers of Documents Assigned or Released: 3458283 D

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Aquatic Lands Enhancement Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Cowlitz River Public Access Point Project Number 16-1764 signed by the Grantor on the 26th day of November 2018 and the Grantee the 29th day of November 2018 and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

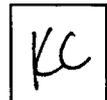
The Grantor hereby conveys and grants to the Grantee as the representative of the people of the

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State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the Real Property as described in Exhibit A: Legal Description for aquatic resource access purposes, consistent with the Project Agreement, so as to provide public access to outdoor recreation opportunities in perpetuity and protect public outdoor recreation and park resources.
2. The Grantor shall allow public access to the Property as provided in the Project Agreement. Such access shall be subject to the restrictions allowed under the Project Agreement, by written agreement with the Grantee, or under state law. This provision is not intended to prevent reasonable access or use restrictions that are necessary for safe and effective management of the property consistent with outdoor recreation purposes and the Project Agreement.
3. The Grantor shall provide access to the Grantee to inspect the Real Property for compliance with the terms of this Deed and the applicable Project Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Project Agreement, by written agreement with the Grantee, or under state law. The Grantor warrants it has and shall maintain the legal right and means to reach the property.
4. Without the prior written consent of the Grantee or its successors, through an amendment to the Project Agreement or the process set forth below, the Grantor shall not use or allow any use of the Real Property (including any part of it) that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement. The Grantor shall also not grant or suffer the creation of any property interest that is inconsistent with the recreation purposes herein granted and as stated in the Project Agreement.

Grantee's consent to an inconsistent use or property interest under this Deed shall be granted only to the extent permitted by law and upon the following three conditions, which ensure the substitution of other eligible land. The conditions are: (1) the substitute recreation land must be of reasonably equivalent usefulness and location for the public outdoor recreation purposes as the Real Property prior to any inconsistent use; (2) the substitute recreation land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the Real Property at the time of the Grantee's consent to the inconsistent use shall not take into consideration any encumbrances imposed on or alterations made to that land as a result of the original state grant and other grants if such encumbrances or alterations reduce the value of the Real Property from what it would be without them.



For purposes of this Deed the Project Agreement includes any amendments thereto that occur prior or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, 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 the Deed.

This Deed may not be removed or altered from the Real Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this deed.

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GRANTEE:

STATE OF WASHINGTON, acting by and through THE WASHINGTON STATE RECREATION AND CONSERVATION FUNDING BOARD, administered by the WASHINGTON STATE RECREATION AND CONSERVATION OFFICE

By: *Kaleen Cottingham*

Name: ~~Scott T. Robinson~~ *Kaleen Cottingham*

Title: ~~Deputy~~ Director

Dated this 12th day of June, 2019

STATE OF WASHINGTON)
COUNTY OF Thurston) ss

I certify that I know or have satisfactory evidence that *Kaleen Cottingham* is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledge it as the DIRECTOR for the Recreation and Conservation Office and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 12, 2019

Signed: *Leslie Frank*

Notary Public in and for the State of Washington,
residing in Thurston County

My commission expires 7-09-21



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EXHIBIT A
Legal Description

Lot 1 of Short Plat No. 09-00006, recorded September 1, 2009, under Auditor's File No. 3332984, in volume 2 of Short Plats, page 314, records of Lewis County, Washington, being located within the Southwest Quarter of Section 15, Township 13 North, Range 9 East, W.M., Lewis County, Washington.

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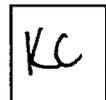
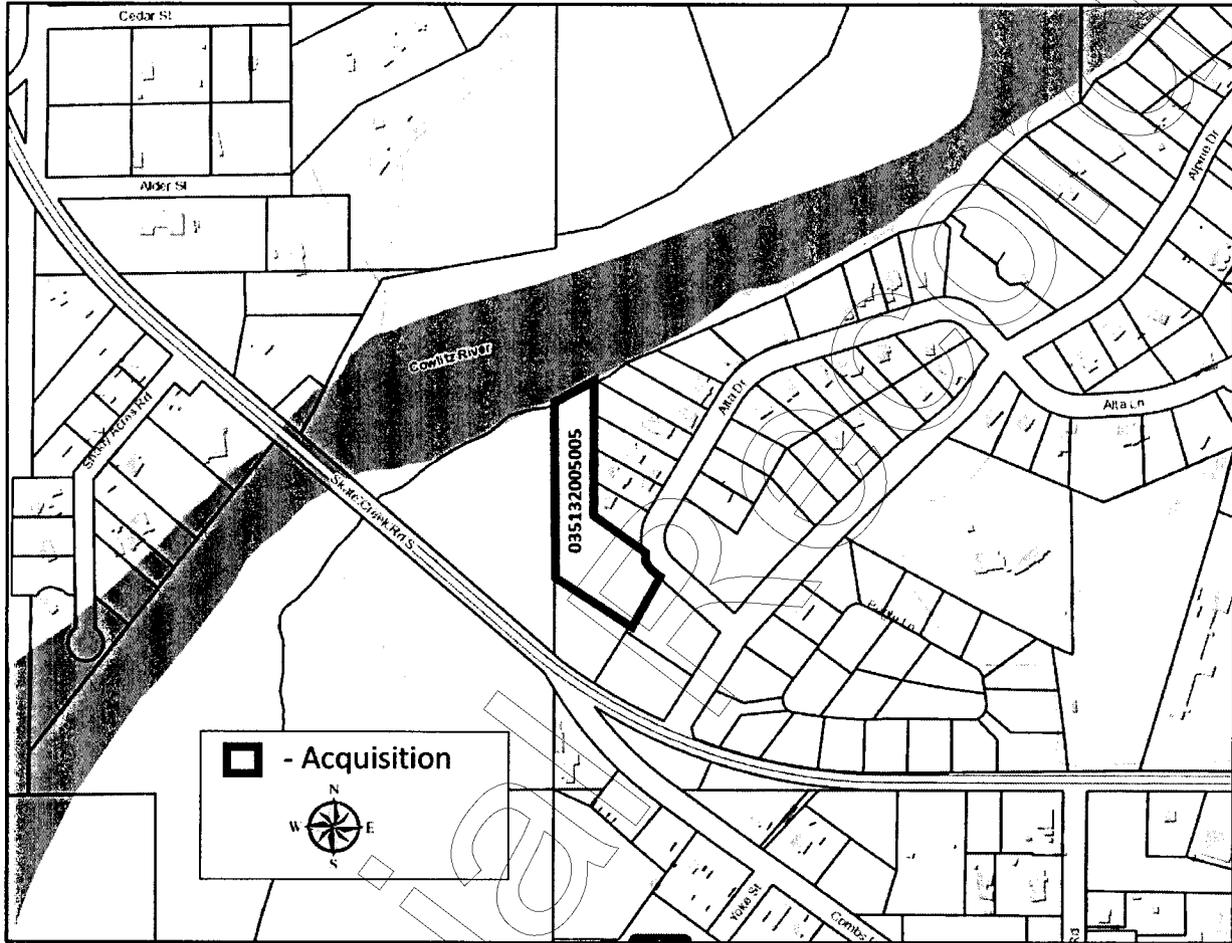


EXHIBIT B Property Map



Project #16-1764
Cowlitz River Public Access Point
Lewis County Public Works
Prepared: June 5, 2019

