

FILED FOR RECORD
SKAMANIA CO. WASH.
BY SKAMANIA CO. TITLE

MAR 3 12 27 PM '95

P. Laury
AUDITOR

GARY M. OLSON

DEED OF RIGHT TO USE LAND FOR PUBLIC
RECREATION PURPOSES

121746

BOOK 148 PAGE 514

The Grantor, Washington State Parks and Recreation Commission, for and in consideration of monies coming in whole or in part from the Outdoor Recreation Account of the General Fund of the State of Washington and in fulfillment of terms of the Projects Contract identified below, conveys and grants to the State of Washington individually and as the representative of all the people of the State, the right to use the real property described below forever for the outdoor recreation purposes described in the Project Contract entered into between the Grantor and the State of Washington through the Interagency Committee for Outdoor Recreation entitled Columbia River Project Number 92-504A, signed by the Grantor on the 26th day of September, 1991, and by the Interagency Committee for Outdoor Recreation on the 22nd day of July, 1991, and the application and supporting materials which are on file with the Grantor and the state in connection with the Project Contract.

The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for public outdoor recreation herein granted unless the state, through the Interagency Committee for Outdoor Recreation or its successors, consents to the inconsistent use, which consent shall be granted only upon conditions which will ensure that other outdoor recreation land of at least equal fair market value at the time of change of use and of as nearly as feasible equivalent usefulness and location for the public recreation purposes for which state assistance was originally granted will be substituted in the manner provided in RCW 43.99.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 43.99.100 reads as follows:

Marine recreation land with respect to which money has been expended under RCW 43.99.080 shall not, without the approval of the committee, be converted to uses other than those for which such expenditure was originally approved. The committee shall only approve any such conversion upon conditions which will assure the substitution of other marine recreation land of at least equal fair market value at the time of conversion and of as nearly as feasible equivalent usefulness and location.

The real property covered by this deed is described as follows:

See Exhibit A Attached.

Registered	<input checked="" type="checkbox"/>
Indexed, Dir	<input checked="" type="checkbox"/>
Indirect	<input checked="" type="checkbox"/>
Filmed	<input type="checkbox"/>
Mailed	<input type="checkbox"/>

22

BOOK 148 PAGE 515

DATED this 5th day of February, 1995.

By Cleve Pinnix
Cleve Pinnix
Director

NOTARY PUBLIC
AUG. 15, 1939
STATE OF WASHINGTON

Caryle D. Stead
Notary Public in and for the State of Washington,
Residing in *OLYMPIA, WA.*

Exhibit "A"

BOOK 142 PAGE 882

Gary M. Martin, Chairman County Assessor
 Date 3-3-75 Printed 2-6-75-190

Glendon J. Klimmel, Skaneateles County Assessor

ZEN

A parcel of land 200.0 feet in width, being 100.0 feet wide on each side of the hereinafter described Channel centerline, bounded on the East by the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 35, and bounded on the West by a line drawn at right angles and radially to, and distant 600.0 feet Westerly of the Point of Beginning of said Channel centerline, as measured along said Channel centerline;

A parcel of land 300.0 feet in width, situated in the W $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 35 and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 26, being 100.0 feet wide on the Northeasterly side and 200.0 feet wide on the Southwesterly side of the hereinafter described centerline of Channel, bounded between two lines drawn at right angles and radially to and distant respectively 600.0 feet and 1100.0 feet Westerly of the Point of Beginning of said Channel centerline, as measured along said Channel centerline;

ALSO

ρ
 ρ
 ρ

BOOK 148 PAGE 517

CHANNEL CENTERLINE BOOK 142 PAGE 883

Beginning at a point distant 1196.0 feet West of and 385.0 feet South of the Northeast corner of said Section 35; thence North 78° 51' 00" West a distance of 342.0 feet; thence on a curve to the right having a radius of 716.8 feet, a distance of 471.9 feet; thence North 41° 06' 00" West, a distance of 486.1 feet to the Point of Terminus.

SUBJECT, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

RESERVING, however, unto said Grantor, its successors and assigns, and any designees, a nonexclusive roadway easement upon, over and across the hereinabove described premises being more particularly shown crosshatched on Exhibit 'A', attached hereto and by this reference made a part here of. for the construction, maintenance and use of a roadway thereon for ingress and egress by the Grantor, its successors and assigns, and any designees, together with the Grantee, to and from adjacent property and trackage of the Grantor, to have and to hold said easement for so long as same shall be used for roadway purposes.

Environmental Obligations. -- Covenants providing as follows: Grantee agrees to indemnify, defend and hold harmless Grantor and its officers, directors, employees and agents, from and against any and all claims, proceedings, actions, demands, liabilities, damages (including consequential, incidental and special damages), fines, losses, costs, expenses (including attorney's fees in connection with any administrative proceeding, trial, appeal or petition for review) and amounts paid in settlement (collectively, "Losses") of any nature whatsoever, whether contingent or accrued, arising out of, in connection with or in any way relating to the actual or alleged presence, use, treatment, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of Hazardous Substances on the premises prior to transfer or by the negligent or intentional activities of Grantee before, during or after Grantee's acquisition of the premises. In addition, Grantee waives, releases, acquits and forever discharges Grantor from all Losses, known and unknown, arising out of or in any way connected with Grantor's prior use, maintenance, ownership or operation of the premises, any condition of environmental contamination on the premises, and/or the existence of Hazardous Substances on the premises, however they came to be placed there. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Grantor's remaining property or the operations or business of the Grantor on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for injury or death of any person, and (d) Losses arising under any Environmental Law enacted after transfer. The rights of Grantor under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise.

016565

REAL ESTATE EXCISE TAX

1120.00