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BOOK 178 PAGE 477

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SKAMANIA CO. WASH  
BY *State of Wa, Parks & Rec*

JUN 18 8 46 AM '98

*G. Olsson*  
AUDITOR  
GARY M. OLSON

**AFTER RECORDING MAIL TO:**

Washington State Parks & Recreation Commission  
PO Box 42668  
Olympia, WA 98504-2668

**Document Titles (s)**

1. DEED OF RIGHT TO USE LAND

Reference numbers of related documents:  
on page one of document

**Grantor(s):**

1. Washington State Parks and Recreation Commission

**Grantee(s):**

1. Washington State

**Legal Description:**

N.½ N.E.A. 1/4 of Section 35 and S.W. 1/4 S.E. 1/4 of Section 26 TWP 2N. R6 E, W.M.  
Skamania County, Washington.

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

Parcel Numbers 020635-000-190-00

SEARCHED	✓
SERIALIZED	✓
INDEXED	✓
FILED	✓

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

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 Habitat Acquisition - Burlington Northern Railroad Project Number 92-504A, signed by the Grantor on the 25th day of August, and by the Interagency Committee for Outdoor Recreation on the 23rd day of August, 1998, 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.

Gary H. Martin, Skamania County Assessor  
Date 6/17/98 424 Parcel # 2-6-35-126

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

Part of Sections 35 and 26, Township 2 North, Range 6 East. See Exhibit A



Deed of Right- Burlington Northern  
Page 2

This deed shall in no way modify or extinguish the functions of the Grantor under the Project Contract, including the Grantor's functions to operate and maintain the land as set out in paragraph 14 of the Project Contract.

DATED this 13<sup>th</sup> day of MAY, 1998.

**APPROVED AS TO FORM:**

**CHRISTINE O. GREGOIRE**  
Attorney General

**Base Approval As To Form**  
**1/31/95**

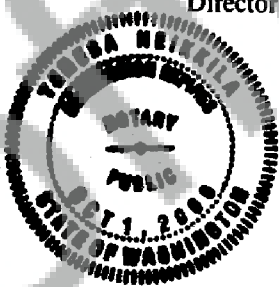
**WASHINGTON STATE PARKS AND  
RECREATION COMMISSION**

By

**Cleve Pinnix**  
Director

By/s/ Joseph Shorin  
Joseph Shorin  
Assistant Attorney General

STATE OF WASHINGTON )  
 )  
COUNTY OF THURSTON ) ss:



THIS IS TO CERTIFY that on this 14th day of May, 1998, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Larry Carlsberg to me personally known to be the Asst. Director of Washington State Parks and Recreation Commission that executed the foregoing deed and acknowledged to me that he signed and sealed the same as the free and voluntary act and deed of said Commission and on oath stated that he was authorized to execute said instrument.

WITNESS my hand and official seal the day and year in this certificate first above written.

Jessa Harkila  
Notary Public in and for the State of Washington,  
Residing in Kenno  
My commission expires 10/1/00

Exhibit A

119332

QUITCLAIM DEED

BOOK 142 PAGE 882

BURLINGTON NORTHERN RAILROAD COMPANY (formerly named Burlington Northern Inc.), a Delaware corporation, Grantor, for Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, conveys and quit claims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to WASHINGTON STATE PARKS AND RECREATION COMMISSION, of 7150 Clearwater Lane, Olympia, Washington 98504-2860, Grantee, all its right, title and interest, if any, in real estate situated in Skamania County, State of Washington, together with all after acquired title of Grantor therein, described as follows:

Four parcels of land situated in the N $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 35 and the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows:

Beginning at the intersection of the North line of said Section 35 and a line drawn parallel with and distant 30.0 feet Northwesterly of, as measured at right angles and radially to Burlington Northern Railroad Company's Main Track centerline, as now located and constructed; thence West along said North line of Section 35 to a point distant 460.0 feet West of the Northeast corner of said Section 35; thence South 72° 56' 00" West a distance of 888.6 feet to a point on the West line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 35; thence South along the West line of said NE $\frac{1}{4}$ NE $\frac{1}{4}$  to the intersection of a line drawn parallel with and distant 30.0 feet Northwesterly of, as measured at right angles to said Railroad Company's Main Track centerline; thence Northeasterly along said parallel line a distance of 1490.0 feet, more or less, to the Point of Beginning.

ALSO

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;

ALSO

A parcel of land 300.0 feet in width, situated in the W $\frac{1}{2}$ 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

A parcel of land 150.0 feet in width, situated in the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 26, being 100.0 feet wide on the Northerly side and 50.0 feet wide on the Southerly side of the hereinafter described Channel centerline, bounded between two lines drawn at right angles to and distant respectively 1100.0 feet and 1300.0 feet Westerly of said Channel centerline, as measured along said Channel centerline;

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Check of Record - Skamania County - Washington  
By: [Signature] Date: 2-6-87



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 as 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.

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The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

As part of the consideration hereof, Grantee shall, at its sole cost and expense, construct a protective fence along the boundary of the premises and the Grantor's retained right of way. Grantee shall thereafter repair, maintain and renew said fence, so as to keep same in good repair at the sole cost of the Grantee. Said fence requirements is to be determined by Grantor's Operating Department.

TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its Director, Title Services & Field Support, attested by its Assistant Secretary, and its corporate seal to be affixed on the 26 day of April, 1994.

ACCEPTED:  
WASHINGTON STATE PARKS  
AND RECREATION COMMISSION

BURLINGTON NORTHERN  
RAILROAD COMPANY

By [Signature]  
Title: Assistant Secretary  
By [Signature]  
Title: Assistant Secretary

By [Signature]  
D. P. Schneider, Director  
Title Services & Field Support

ATTEST:

By [Signature]  
Victoria H. Vasquez  
Assistant Secretary  
1994  
BURLINGTON NORTHERN  
RAILROAD COMPANY

File: BN 10848 - Skamania, WA



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STATE OF WASHINGTON )  
COUNTY OF SKAMANIA ) ss.

On this 7 day of March, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID L. D. STARR to me known to be the OWNER of WASHINGTON STATE PARKS AND RECREATION respectively, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Katherine C. Staker  
Notary Public in and for the State of Washington  
Residing at: Thursdays County  
My appointment expires: 8/9/97

File: BN 10848 Skamania, WA

STATE OF TEXAS )  
COUNTY OF TARRANT ) ss.

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On this 6<sup>th</sup> day of April, 1994, before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared D. P. Schneider and Victoria H. Vasquez, to me known to be the Director, Title Services & Field Support, and Assistant Secretary, respectively, of Burlington Northern Railroad Company, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Carline Nichols  
Notary Public in and for the State of Texas  
Residing at: Fort Worth, Texas  
My appointment expires: December 20, 1996



File: BN10848 - Skamania, WA

FILED FOR RECORD  
SKAMANIA CO, WASH  
BY Sally A. Va  
Mar 3 2 30 PM '94  
AUDITOR  
GARY H. OLSON



