

AFTER RECORDING MAIL TO:
Lands Program
Washington State Parks & Recreation Commission
PO Box 42650
Olympia, WA 98504-2650

Document Titles (s)

REAL ESTATE EXCISE TAX

1. EASEMENT

Reference numbers of related documents:

None.

PAID

N/A
JUN 7 8 2007
N/A

Cy deput
SKAMANIA COUNTY TREASURER

Grantor(s):

1. STATE OF WASHINGTON, WASHINGTON STATE PARKS AND RECREATION COMMISSION

Grantee(s):

2. MELVIN E. DOETSCH

Legal Description:

FULL LEGAL PLEASE SEE ATTACHED SECTION 35 TOWNSHIP 2 RANGE 6E

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

A PORTION OF TAX LOT 02063500020100 & A PORTION OF TAX LOT 02063500090000

SKD 6-8-07

Cy 6/8/07

**STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION
Rex Derr, Director**

**BEACON ROCK STATE PARK
EASEMENT
#E641500DOE1**

THIS EASEMENT is made this 8 day of MAY, 2007, between the STATE OF WASHINGTON, WASHINGTON STATE PARKS AND RECREATION COMMISSION (Grantor, "State" herein), and MELVIN E. DOETSCH, a widowed man ("Grantee" herein).

In consideration of the mutual benefits and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, and in consideration of the performance by Grantee of the covenants, terms and conditions hereinafter set forth, State hereby conveys to Grantee a nonexclusive, nondivisible, perpetual easement across, along, in, upon and under a portion of State's property described and shown in Exhibit A attached hereto and by this reference made a part hereof, for the purposes described herein.

The terms "area" and "use area" in this instrument refer to the property of State described in Exhibit A.

Following review, staff has determined that the granting of this easement is exempt from the State Environmental Policy Act of 1971 under WAC 197-11-800. Consequently, no SEPA document is required prior to execution of this easement. the files for future reference.

This Easement is granted under authority of RCW 79A.05.070(5) and Commission authority of May 3, 2001. It is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby covenants to faithfully and fully observe and perform.

1. **Use of Property.** This easement is granted for the purpose of providing Grantee and Grantee's invitees alternate access to State Route 14 ("SR14") from Grantee's property. Said alternate access shall be via a new driveway connection linking Grantee's existing driveway to State's new access road to the Beacon Rock State Park Day Use Area ("State's Access Road") as described and shown on Exhibit A. Grantee may not change or modify the purpose of this easement without the prior written consent of the State. Any unauthorized use of this Easement Area will be considered a material breach of this Agreement.

2. **Grantee's Highway Road Approach Permit.** Grantee hereby relinquishes Highway Road Approach Permit #E047 dated March 1951 to the Washington State Department of Transportation. Said Permit has provided Grantee's property access to SR14 via Grantee's existing driveway and is relinquished subject to State's provision of alternate access to SR14 as provided herein.
3. **Grantee's Driveway.** State hereby agrees to construct a driveway connection linking Grantee's existing driveway to State's Access Road for the purpose of providing Grantee alternate access to SR14 as described and shown on Exhibit A. Said driveway connection shall connect to State's Access Road on the southeasterly side of State's property northerly of the Burlington Northern Railroad line located north of Grantee's property. State shall also install a lockable gate for Grantee's use at the location where Grantee's driveway connection meets State's new access road.
4. **Cost of Construction and Maintenance.** State shall bear and promptly pay all costs and expenses of construction provided herein. Grantee shall be responsible for maintenance of the driveway connection to State's access road and gate provided herein.
5. **Compliance with Laws and Rules.** Grantee shall at all times exercise its rights herein in accordance with the requirements (as from time to time amended) and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.
6. **Utilities.** This Easement does not authorize the placement of any utility lines or appurtenances on State land.
7. **Tree Removal.** No trees are to be cut or removed from State's property without prior approval of the State according to the policies of the Washington State Parks and Recreation Commission.
8. **Weed Control.** Grantee shall provide noxious weed control, in accordance with local county requirements, on that portion of Grantee's property that adjoins the private access authorized by this permit.
9. **Control of Park Gates, Roads and Lands.** Control of park gates, roads and lands shall remain with State at all times, provided, the State shall ensure that Grantee has continuous access to his residence at all times.
10. **Work Standards.** All work to be performed by State on State's property shall be completed in a careful and workmanlike manner to Grantee's reasonable satisfaction, free of claims or liens. Upon completion of construction on State's property, and upon completion of any subsequent work performed by Grantee on State's property, State shall remove all debris and restore the surface of the property as nearly as possible to the condition in which it was at the commencement of such work, and shall replace any property corner monuments, survey references or hubs which were disturbed or destroyed during construction.

11. **Hauling Restrictions.** It is understood that hauling on weekends and holidays is strictly prohibited and all hauling shall be confined to daylight hours. The speed limit for trucks within the park is 10 m.p.h. Pedestrians shall have right of way over trucks at all times. No hauling activity is to begin at the park prior to receipt of the bond, surety or savings account assignment required herein.
12. **Access by State During Construction.** Grantee shall make provisions satisfactory to State for continued access by State along, over and across the use area during periods in which Grantee is conducting construction or other activities.
13. **Restriction on Access by Grantee.** Notwithstanding that Grantee is granted the right of ingress to and egress from the property described in Exhibit A hereto, Grantee shall exercise its right of ingress and egress only in such locations as may from time to time be reasonably designated by State and in accordance with such reasonable rules and regulations as State may from time to time specify. State shall at all times have the right to erect fences on, over or across the use area or any part thereof and to occupy the use area with State's facilities and equipment, PROVIDED, HOWEVER, that State shall not unreasonably interfere with private access to Grantee's property.
14. **Grantee's Use and Activities.** Grantee shall exercise its rights under this Easement so as to minimize, and avoid if reasonably possible, interference with State's use of the property for park purposes. Grantee shall at all times conduct its activities on State's property so as not to interfere with, obstruct or endanger State's operations or facilities.
15. **Hazardous Substances.** Grantee shall not, without State's prior written consent, keep on or around the property, for use, disposal, treatment, generation, storage or sale, any substance designated as, or containing components designated as hazardous, dangerous, toxic or harmful (collectively referred to as "Hazardous Substances"), and/or which is subject to regulation, by federal, state, or local law, regulation statute or ordinance. With respect to any such Hazardous Substance allowed on the property by State pursuant to this section, Grantee shall:
 - a) Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification number;
 - b) Submit to State true and correct copies of all reports, manifests, and identification numbers at the same time as they are required to be and/or are submitted to the appropriate governmental authorities;
 - c) Within five (5) days of State's request, submit written reports to State regarding Grantee's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide

evidence satisfactory to State of Grantee's compliance with the applicable government regulations;

d) Allow State or State's agent or representative to come on the property at all times to check Grantee's compliance with all applicable governmental regulations regarding Hazardous Substances;

e) Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances; and,

f) Comply with all applicable governmental rules, regulations and requirements regarding the property and lawful use, sale, transportation, generation, treatment, and disposal of Hazardous Substances.

Grantee shall be fully and completely liable to State for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Grantee's use, disposal, transportation, generation and/or sale of Hazardous Substances, in or about the property.

Grantee shall indemnify, defend and save State harmless from any and all costs, fees, penalties and charges assessed against or imposed upon State (as well as State's attorneys' fees and costs) as a result of Grantee's use, disposal, transportation, generation and/or sale of Hazardous Substances.

Upon Grantee's default under this section in addition to the rights and remedies set forth elsewhere in the Easement, State shall be entitled to recover any and all damages associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Grantee of the property, any and all damages and claims asserted by third parties and State's attorneys' fees and costs.

16. **Use of Area by State.** Grantee has been advised and is aware that:

(a) State is using or intends to use the property subject to this Easement for recreational park purposes;

(b) New park facilities may be constructed in addition to or in replacement of such facilities already existing on the property; and

(c) Construction of such new facilities may require the installation of roads and other fixtures or improvements over, upon, across and under the use area, and, in addition, may require the location of structures with permanent foundations, within the use area, including, without limitation, the use area described in Exhibit A.

Nothing herein contained shall prevent or preclude State undertaking construction, installation and use of any of the property and State shall not be liable to Grantee, or the Grantee's employees, agents, contractors and users, for loss or injury resulting from any damage or destruction of the facilities authorized by this Easement directly or indirectly caused by State's use of the area or State's facilities on the area, excepting that loss or injury which results solely from State's failure to exercise reasonable care not to damage or destroy the Grantee's facilities.

17. **Termination for Breach.** In the event Grantee breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within ninety (90) days of State's giving Grantee written notice thereof, or, if not reasonably capable of being cured within such ninety (90) days, within such other period of time as may be reasonable in the circumstances and agreed to in writing by the parties, State may elect to proceed under any remedy law or in equity, and the failure of State to exercise such right at any time shall not waive State's rights to seek such remedy at a future time.
19. **Release of Obligation on Termination.** No termination of this Easement shall release Grantee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from its obligation and liability to remove the facilities authorized by this Easement from State's property and restore the premises.
20. **Third-Party Rights.** State reserves all rights with respect to its property, including, without limitation, the right to grant easements, licenses and permits to others subject to the rights granted in the Easement.
21. **Release and Indemnity.** Grantee does hereby release, indemnify and promise to defend and save harmless State from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by State in defense thereof, asserted or arising directly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph does not purport to indemnify State against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of State or State's agents or employees.
23. **Taxes.** Grantee shall promptly pay or reimburse State for any taxes levied as a result of this Easement or relating to Grantee's improvements constructed pursuant to this Easement.
24. **Title.** The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by State affecting the property subject to this Easement, State does not warrant title to its property and shall not be liable for defects thereto or failure thereof.
25. **Notices.** Notices required to be in writing under this Easement shall be given as follows:

If to State:

Washington State Parks & Recreation Commission
Lands Program
P.O. Box 42668
Olympia, WA 98504-2668
(360) 902-8500

With Copy to:

Beacon Rock State Park, Manager
34841 State Route 14
Skamania, WA 98648
(509) 427-8265

If to Grantee:

Melvin E. Doetsch
82 Wahclella Road
Skamania, WA 98648
(509) 427-8419

26. **Assignment.** Except as otherwise provided herein, Grantee shall not assign its rights and obligations hereunder, and no such assignment shall be valid, without the prior written consent of State, which consent shall not be unreasonably withheld. State's consent need not be obtained in the event of a transfer of property to which this easement is appurtenant.

Provided that Grantee shall have the right to assign to Grantee's affiliates (defined as any entity directly owned by Grantee or a parent entity of Grantee), or a subsidiary of Grantee or in connection with a merger or consolidation of Grantee upon written notice delivered to State.

Any such assignment shall be subject to applicable fees. At that time, the permit may also be modified to bring it to then current standards.

27. **Successors.** Subject to the preceding paragraph, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.
28. **Emergency Action.** The State may take such emergency action as is necessary to protect the public health, safety and welfare, including, but not limited to, temporarily closing or otherwise restricting Grantee's use of State's property for the purposes herein stated. It is understood that there is no recourse against the State for any losses incurred during the shutdown.
29. **Additional Restrictions.** The State reserves the right to impose at any time restrictions that are reasonable and necessary to protect State Park property and persons within the park, including restrictions for the control and abatement of dust and/or noise.

- 30. **Time of Authorized Use.** Grantee may exercise its right of ingress and egress 7 days/week and 24 hours/day. Between dusk and 8am, however, Grantee shall ensure that no heavy equipment uses park roads and any noise associated with its right of ingress and egress is kept to a minimum (actual time of dusk may vary daily and will be determined at the discretion of the Park Ranger or Manager).
- 31. **Temporary Closure for Cause.** If at any time during the term of this Easement Grantee damages State's property such that it interferes with normal operation of the park (determined at the discretion of the Park Ranger or Manager), State may close access to the park until Grantee remedies the situation to the satisfaction of the Park Ranger. It is understood that there is no recourse against the State for any losses incurred during the shutdown.
- 32. **Recording.** Upon full execution, State shall promptly have this easement recorded in Skamania County and shall provide a copy of the recorded easement to Grantee.

EXECUTED as of the date hereinabove set forth.

GRANTEE:
MELVIN E. DOETSCH

By *Melvin E. Doetsch*
 Title _____

STATE:
STATE OF WASHINGTON,
WASHINGTON STATE PARKS AND
RECREATION COMMISSION

By *[Signature]*
 Rex Derr, Director

APPROVED AS TO FORM ONLY:
 Rob McKenna
 Attorney General

By /s/Mark Schumock
 Mark Schumock Assistant Attorney General

C # 2007166431
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Grantee Acknowledgment

STATE OF WASHINGTON)
County of Clark) ss.

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Melvin E. Doetsch to me known to be the individual who executed the foregoing document and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 10 day of April, 2007.

NOTARY PUBLIC
KACEY L. SOUKI
STATE OF WASHINGTON
My Commission Expires Dec. 15, 2009

Kacey Souki
Notary Public in and for the State of Washington
residing at Washougal
My commission expires 12/15/09

EXHIBIT A

13945LD1
NJB
07/30/04

www.mackaysposito.com



ENGINEERS SURVEYORS PLANNERS

VANCOUVER KENNEWICK

1325 SE Tech Center Drive, Suite 140, Vancouver, WA 98683 - (360) 695-3411 Fax: (360) 695-0833

LEGAL DESCRIPTION
ACCESS EASEMENT TAX OVER LOT 201
TO BE CONVEYED FROM PARKS TO MEL DOETSCH

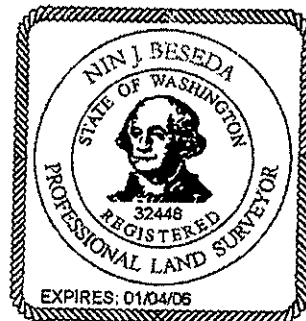
That portion of the Northeast quarter of Section 35 of Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington described as follows:

Commencing at a concrete monument with brass cap marking the Northwest corner of the Northeast quarter of Section 35 as shown in Book 3 of Surveys at Page 451, records of the Skamania County Auditor; thence South 01°25'24" West, along the West line of said Northeast quarter, 1085.33 feet to the North right of way line of the Burlington Northern Santa Fe railroad; thence North 74°29'24" East, along said North right of way line, 350.08 feet to the Southeast corner of the "Washington State Parks and Recreation Commission" parcel as described in Book 107 of Deeds at Page 263 and the Point of Beginning; thence North 36°51'36" West, along the East line of said "Washington State Parks and Recreation Commission" parcel, 64.62 feet to a point on the arc of a 829.00 foot radius curve to the right on the proposed South right of way line of SR 14 said point being 65.00 feet from, when measured perpendicular to, the right of way of centerline of SR 14; thence from a tangent bearing of South 59°58'53" West, along said proposed South right of way line and said curve, parallel with said centerline, through a central angle of 02°05'36", an arc distance of 30.29 feet; thence South 36°51'36" East, 57.05 feet to the North right of way line of said Burlington Northern Santa Fe railroad; thence North 74°29'24" East, along said North right of way line, 32.21 feet to the Point of Beginning.

JM 5/17/07

Containing 1822 sq. ft.

Subject to easements and restrictions of record.



DOC # 2007166431
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Exhibit A Continued

13945LD5
NJB
08/02/04

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Mackay & Sposito, Inc.

ENGINEERS SURVEYORS PLANNERS

VANCOUVER KENNEWICK

1325 SE Tech Center Drive, Suite 140, Vancouver, WA 98683 - (360) 695-3411 Fax: (360) 695-0833

LEGAL DESCRIPTION
ACCESS EASEMENT OVER TAX LOT 900
TO BE CONVEYED FROM PARKS TO MEL DOETSCH

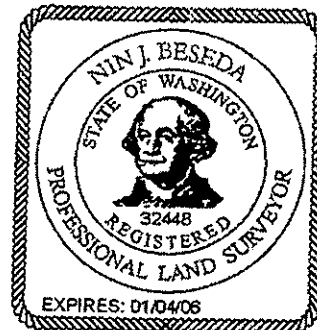
That portion of the Northeast quarter of Section 35 of Township 2 North, Range 6 East, Willamette Meridian, Skamania County, Washington described as follows:

Commencing at a concrete monument with brass cap marking the Northwest corner of the Northeast quarter of Section 35 as shown in Book 3 of Surveys at Page 451, records of the Skamania County Auditor; thence South 01°25'24" West, along the West line of said Northeast quarter, 1085.33 feet to the North right of way line of the Burlington Northern Santa Fe railroad; thence North 74°29'24" East, along said North right of way line, 350.08 feet to the Southwest corner of the "Washington State Parks and Recreation Commission" parcel as described in Book 242 of Deeds at Page 424 and the Point of Beginning; thence North 36°51'36" West, along the West line of said "Washington State Parks and Recreation Commission" parcel, 64.62 feet to a point on the arc of a 829.00 foot radius curve to the left on the proposed South right of way line of SR 14 said point being 65.00 feet from, when measured perpendicular to, the right of centerline of SR 14; thence from a tangent bearing of North 59°58'53" East, along said proposed South right of way line and said curve, parallel with said centerline, through a central angle of 07°24'09", an arc distance of 107.10 feet; thence South 15°30'36" East, 78.63 feet; thence North 74°29'24" East, 192.21 feet; thence North 02°39'20" West, 159.63 feet to the East line of said "Washington State Parks and Recreation Commission" parcel; thence South 37°18'36" East, along said East line 183.77 feet; to the North right of way line of said Burlington Northern Santa Fe Railroad; thence South 74°29'24" West, along said North right of way line, 374.11 feet to the Point of Beginning.

Containing 0.436 acres.

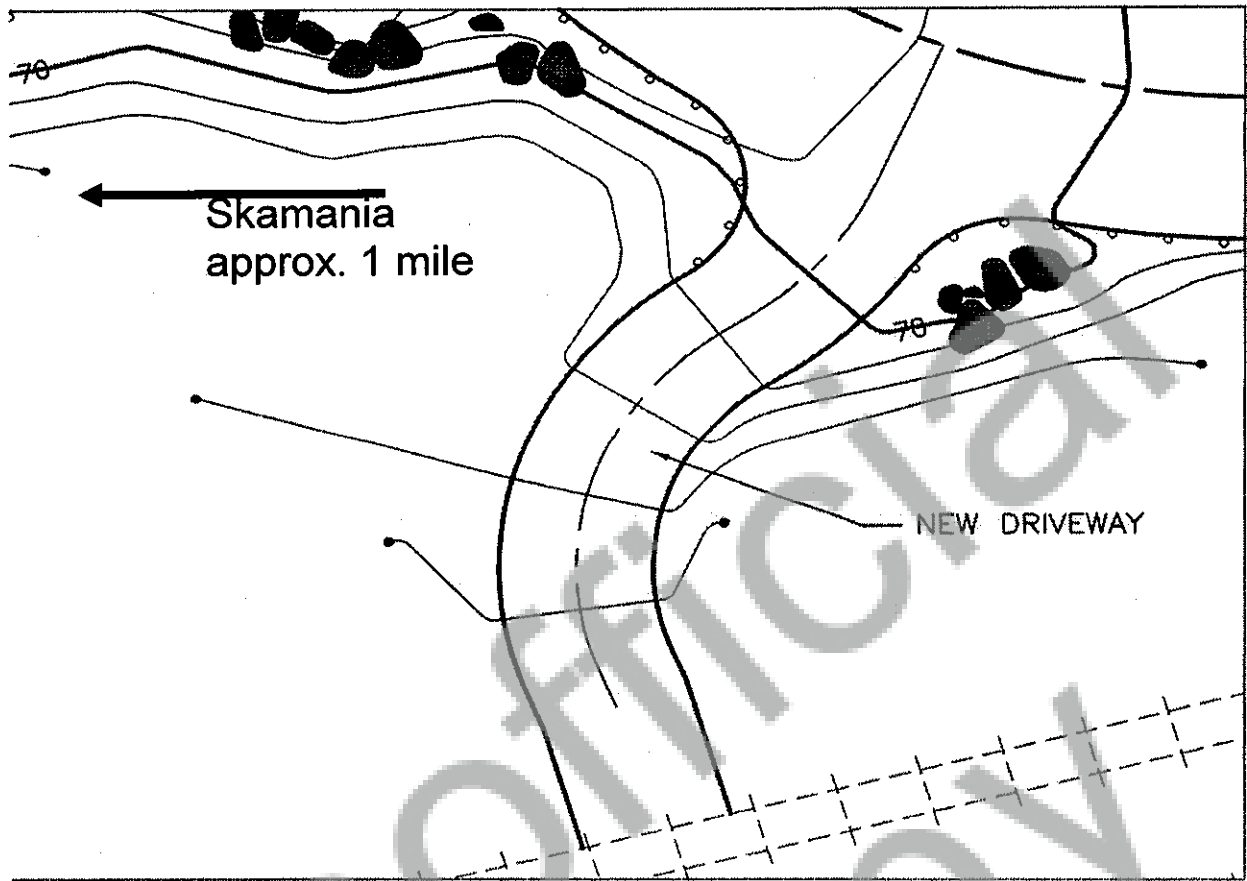
Jm 5/17/07

Subject to easements and restrictions of record.



DOC # 2007166431
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Exhibit B



PRIVATE DRIVE PLAN