

**AFTER RECORDING RETURN TO:**  
Washington State Recreation and Conservation Office  
Attn: Karl Jacobs  
PO Box 40917  
Olympia, WA 98504-0917

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

J2645

Grantor: STATE OF WASHINGTON, acting by and through the WASHINGTON  
STATE PARKS AND RECREATION COMMISSION

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

Abbreviated  
Legal Desc: Ptn NE¼, S35, T2N, R6E, W.M. (More particularly described in Exhibit "A"  
(Legal Description) and as depicted in Exhibit "B" (Property Map)

Tax Parcel #(s): 02063500020000

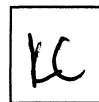
The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Outdoor Recreation Account. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Inholdings and Adjacent Properties 2010 (Beacon Rock State Park – Doetsch Property), Project Number 10-1242A, signed by the Grantor on the 30<sup>th</sup> day of September 2011 and the Grantee on the 3<sup>rd</sup> day of October 2011 and supporting materials, which are on file with the Grantor and the Grantee in connection with the Project Agreement.

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The Grantor hereby conveys and grants to the Grantee as the representative of the people of the 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 outdoor recreation 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 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 RECREATION AND CONSERVATION FUNDING BOARD, administered by the RECREATION AND CONSERVATION OFFICE

By: Kaleen Cottingham

Name: Kaleen Cottingham

Title: Director

Dated this 14<sup>th</sup> day of January, 2013

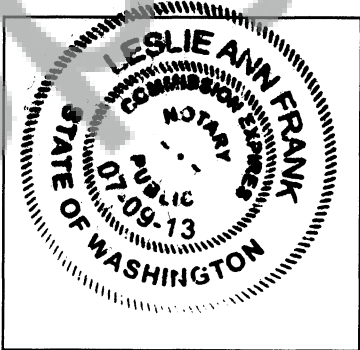
STATE OF WASHINGTON )  
 )ss  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that Kaleen Cottingham is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledge it as the Recreation & Conservation Officer of the STATE OF WASHINGTON, acting by and through THE RECREATION AND CONSERVATION FUNDING BOARD, administered by 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.

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

Leslie Ann Frank  
Notary Public in and for the State of Washington,  
residing in Thurston County.

My commission expires: 7-9-13



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**EXHIBIT A**  
Legal Description

Lot 1 of the M. Doetsch Short Plat, recorded in Book 3 of Short Plats, Page 109, under Auditor's File No. 102466, Skamania County records, being a portion of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington.

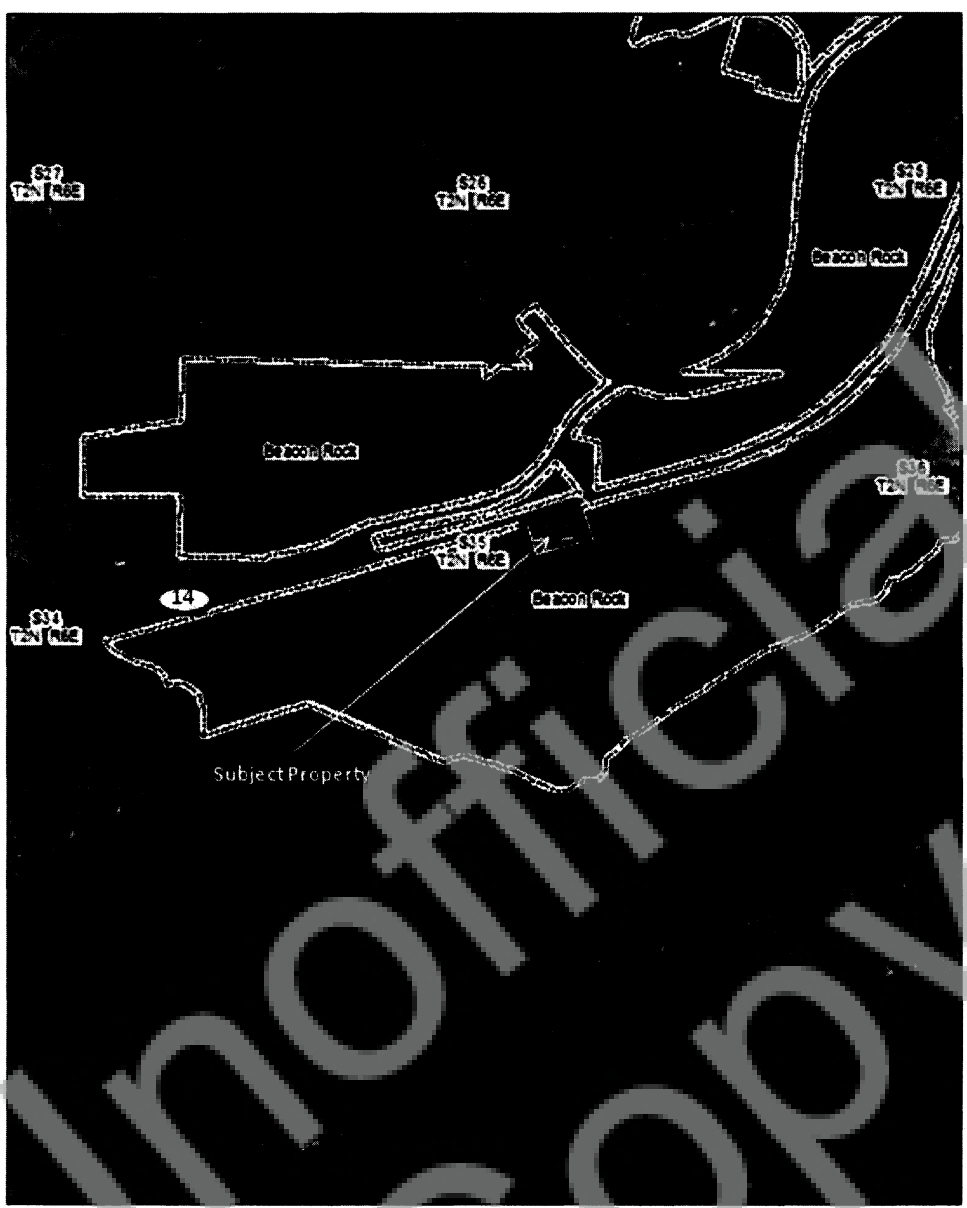
Skamania County Assessor  
Date 2-12-13 Parcel 2-6-35-206  
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EXHIBIT B  
Property Map

Beacon Rock State Park – Doetsch Property



RCO Project # and Name: 10-1242A, Inholdings  
And Adjacent Properties 2010  
Project Sponsor: Washington State Parks and  
Recreation  
Date Map Prepared: January 2, 2013

- Park Boundaries (Source: WSPRC)
- Section Township Range (Source: WAGNR)

Data in these maps were compiled for cartographic purposes. Due to the variability of the source information, the Washington State Parks and Recreation Commission cannot accept responsibility for errors or omissions, and, therefore, there are no warranties which accompany this material.

0 600 1,200 2,400 Feet  
NAD83 HARN Washington State Plane South

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Please see the email below as confirmation that the Deed of Right will not change the ownership of the property. I also am stating the same; the Deed will not change the ownership of the property. Please allow the Deed of Right to be recorded without an Excise Tax Affidavit.



**From:** Edwards, Karen (PARKS) [<mailto:Karen.Edwards@parks.wa.gov>]  
**Sent:** Monday, February 11, 2013 3:16 PM  
**To:** Day, Dana  
**Subject:** RE: Excise Tax/Deed of Right - Doetsch

Hello Dana,

This is in relation to the property transaction between the Washington State Parks and Recreation Commission and Mr. Melvin Doetsch. Please accept this email as confirmation that the Deed of Right that will be recorded on the property will not change the ownership of the property. It is simply a deed restriction required by our funding source.

Thank you and please let me know if more information is needed.

Karen

*Karen Edwards*, Property & Acquisition Specialist  
Washington State Parks & Recreation Commission  
Property Management Program  
PO Box 42650  
Olympia, WA 98504-2650  
Phone: (360) 902-8649  
Fax: (360) 586-0207  
[karen.edwards@parks.wa.gov](mailto:karen.edwards@parks.wa.gov)