

Skamania County, WA

Total: \$210.50 Pgs=8

AGLS

Request of: CLARK COUNTY TITLE COMPANY

eRecorded by: Simplifile

**2023-001091**

08/07/2023 10:45 AM

Upon Recording, Please Return To:  
Washington State Recreation and Conservation Office  
PO Box 40917  
Olympia, WA 98504-0917  
Attn: Karl Jacobs

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

**Beacon Rock State Park – Friends of the Columbia Gorge Property**

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  
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,  
including any successor agencies

Abbreviated  
Legal

Description: PTN SEC 26, T2N, R6EWM (More particularly described in Exhibit "A"  
(Legal Description) and as depicted in Exhibit "B" (Property Map)),

Assessor's Property Tax Parcel Number(s): 02062640070000

Reference Numbers of Documents Assigned or Released: 2022-001210



The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Washington Wildlife and Recreation Program 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 2020, Project Number 20-1293A signed by the Grantor and the Grantee on the 26<sup>th</sup> day of August, 2021 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 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 park 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.

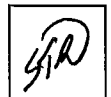
This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells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

WASHINGTON STATE PARKS AND RECREATION COMMISSION

By: [Signature]

Name: Sophia Nicole Fields

Title: Real Estate Program Manager

Dated this 23rd day of June, 2023

STATE OF WASHINGTON     )  
  ) ss  
COUNTY OF Thurston     )

I certify that I know or have satisfactory evidence that S. Nikk Fields  
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 Real Estate and Planning Manager for the Grantor, Washington State Parks and Recreation Commission  
and to be the free and voluntary act of such party for the uses and purposes mentioned in the  
instrument.

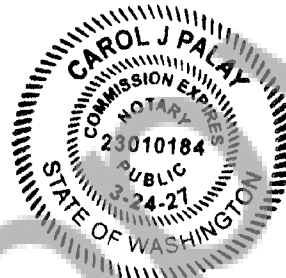
Dated: June 23, 2023

Signed: Carol J Palay

Notary Public in and for the State of Washington,

residing in Thurston

My commission expires March 24, 2027



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FOLLOWS



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

Dated this 25<sup>th</sup> day of April, 2023

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that Scott T. Robinson 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 Deputy 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: 4-25-2023

Signed: Monica Thain

Notary Public in and for the State of Washington,

residing in Thurston

My commission expires 3 - 30 - 2027.



**EXHIBIT A**  
**Legal Description**

A TRACT OF LAND IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 700 FEET SOUTH AND 360 FEET WEST OF THE QUARTER CORNER ON THE EAST LINE OF THE SAID SECTION 26, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 8 AND BEING MARKED BY A FIR POST;

THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY 50 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED;

THENCE NORTH 74° WEST 311 FEET, MORE OR LESS, TO THE EASTERLY LINE OF A TRACT OF LAND CONVEYED TO CARL LUND BY DEED DATED NOVEMBER 19, 1940, AND RECORDED IN BOOK 28, PAGE 215;

THENCE SOUTH 01°50' WEST 190.61 FEET;

THENCE SOUTH 03°50' EAST 193.39 FEET TO A POINT IN THE CENTER OF LITTLE CREEK;

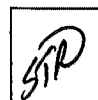
THENCE FOLLOWING THE CENTER OF LITTLE CREEK IN A SOUTHERLY DIRECTION TO INTERSECTION WITH THE NORTHERLY LINE OF THE ROAD KNOWN AND DESIGNATED AS LITTLE STREET;

THENCE NORTH 70°46' EAST FOLLOWING THE NORTHERLY LINE OF LITTLE STREET TO INTERSECTION WITH WESTERLY RIGHT OF WAY LINE OF PRIMARY STATE HIGHWAY NO. 8;

THENCE NORTHERLY FOLLOWING THE WESTERLY RIGHT OF WAY LINE OF SAID HIGHWAY TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "WYEAST SURVEYS PLS 29288" AS SET BY BOOK 3 OF SURVEYS AT PAGE 254 ON THE SOUTH LINE OF PARCEL NO. 2 OF THOSE TRACTS OF LAND CONVEYED TO THE WASHINGTON STATE PARKS AND RECREATION COMMISSION BY DEED OF

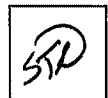


PERSONAL REPRESENTATIVE RECORDED ON APRIL 23, 1970 AT PAGE 685, OF BOOK 61 OF DEEDS;

SAID IRON ROD BEARS SOUTH 44°49'44" WEST A DISTANCE OF 983.58 FEET FROM A BRASS DISC FOUND AT THE EAST QUARTER CORNER OF SECTION 26, TOWNSHIP 2 NORTH, RANGE 6 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY, WASHINGTON;

THENCE NORTHWESTERLY ALONG THE SOUTH LINE OF SAID WASHINGTON STATE PARKS TRACT, A DISTANCE OF 10.30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 00°59'57" EAST, A DISTANCE OF 409.95 FEET TO A 5/8" ROD WITH YELLOW PLASTIC CAP STAMPED "WYEAST SURVEYS PLS 29288" THENCE SOUTH 70°24'01" WEST, A DISTANCE OF 13.73 FEET TO THE CENTER OF LITTLE CREEK AND THE TERMINUS OF SAID LINE.



**EXHIBIT B**  
**Property Map**

