



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

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

Grantor: ISLAND COUNTY, a political subdivision of the State of Washington

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: Lot 2, of Short Plat No. 017/92, Vol. 2, Pg. 405 (More particularly described in  
Exhibit "A" (Legal Description) and as depicted in Exhibit "B" (Property Map),

Assessor's Property Tax Parcel Number(s): R33107-466-5220

Reference Numbers of Documents Assigned or Released: Island County AFN 98002683

The Grantor enters this Deed for and in consideration of monies coming in whole or in part from the Aquatic Lands Enhancement Account and the Washington Wildlife and Recreation Program Water Access Category. Such grant is made pursuant to the Project Agreement entered into between the Grantor and the Grantee entitled Barnum Point West Tract Acquisition, Project Number 16-1834, signed by the Grantor on the 24<sup>th</sup> day of April, 2018, and the Grantee, the 14<sup>th</sup> day of May, 2018, 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 water access 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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## ISLAND COUNTY

By:

Title: Chair

Dated this 6th day of November, 2018

COUNTY OF Island )

Dated:

Signed:

My commission expires June 14, 2021



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**GRANTEE:**

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

By: Scott T. Robinson

Name: Scott T. Robinson

Title: Deputy Director

Dated this 19<sup>th</sup> day of September, 20 18

STATE OF WASHINGTON )  
COUNTY OF Thurston ) ss

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 (he/she) signed this  
instrument, on oath stated that (he/she) was 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: September 19, 2018

Signed: Leslie Frank

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

My commission expires 7-9-21.



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

Lot 2 of Island County Short Plat No. 017/92.R33107-479-5180-R33107-425-4820 as recorded June 21, 1993 under Auditor's File No. 93011816 in Volume 2 of Short Plats, page 405, records of Island County, Washington; being a portion of Government Lot 5, Section 7, Township 31 North, Range 3 East of the Willamette Meridian;

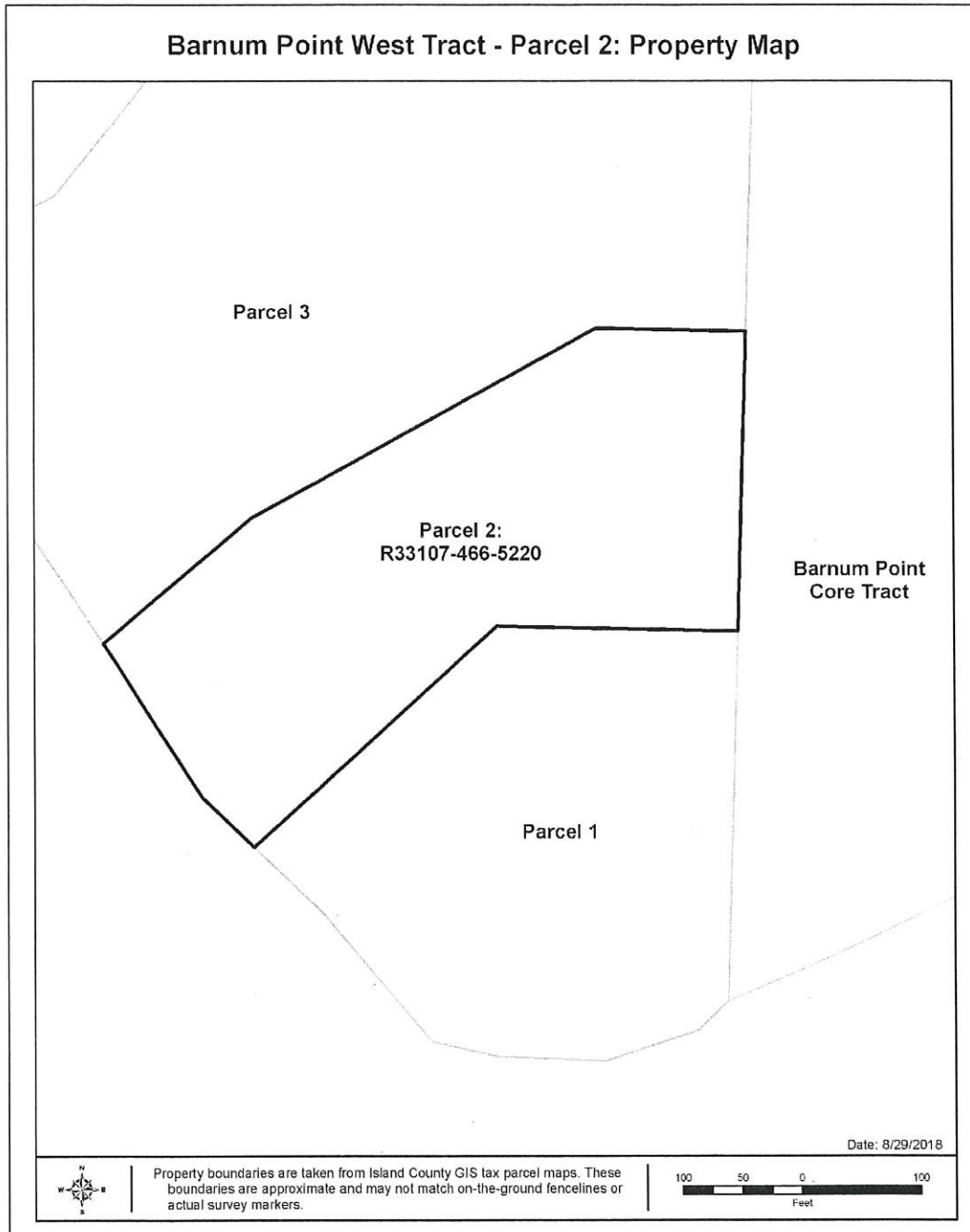
TOGETHER WITH second class tidelands located in front of, adjacent to, and abutting upon said Lot.

TOGETHER WITH an easement for roadway purposes as set forth in easement recorded March 1, 1955 under Auditor's File No. 97610.

Situate in the County of Island, State of Washington.



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



*SLR*