

**STAFF REPORT**

**DATE:** December 10, 2019

**TO:** Pierce County Planning Commission

**FROM:** Dan Cardwell, Supervisor, Long Range Planning

**BY:** Erik Jaszewski, Associate Planner, Long Range Planning

**SUBJECT:** **Application No. 923502 – Nisqually ARL Technical Correction**  
Comprehensive Plan Map Amendment to re-designate/rezone eight parcels in southeastern Pierce County from Agricultural Resource Lands to Park and Recreation.

Applicant – Washington State Parks and Recreation Commission

**NOTICE:** Notice of the Planning Commission public hearing was published in the News Tribune on November 26, 2019.

**SEPA:** The Responsible Official conducted an environmental review of the proposed amendments and issued a Determination of Nonsignificance (DNS) on November 26, 2019.

**ATTACHMENTS:**

<b>Attachment A</b>	Map of Subject Parcels
<b>Attachment B</b>	Pierce County Comprehensive Plan <i>Revised</i> Table 2-k: Distribution of Urban, Rural, and Resource Lands
<b>Attachment C</b>	Pierce County Comprehensive Plan <i>Revised</i> Map 2-1: Land Use Designations Map, <i>Revised</i> Map 2-5: Urban, Rural, and Resource Designations Map
<b>Attachment D</b>	Supporting Documentation

**PROPOSED AMENDMENT**

The proposal is a Comprehensive Plan Map Amendment technical correction allowed pursuant to PCC 19C.10.070.D.1. The proposal would change the land use designation and accompanying zone of eight parcels (comprising approximately 960 acres) from Agricultural Resource Lands (ARL) to Park and Recreation (PR). The properties are owned by the Washington State Parks and Recreation Commission (State Parks). The subject parcels are located around Mashel Prairie Road in southeastern Pierce County.

## STAFF RECOMMENDATION

Staff supports the proposal:

- The re-designation is a technical map correction that is consistent with Comprehensive Plan policies related to designating Agricultural Resource Lands. These parcels are irrevocably dedicated to non-farm use and are permanently set aside for public use.
- The proposal is consistent with the Comprehensive Plan policies related to designating lands as Parks and Recreation.

## BACKGROUND

In 2018, the County changed the criteria for the designation of ARL lands. This resulted in the creation of four Agricultural Production Districts. The individual districts reflect the unique agricultural characteristics of each area. Properties within each of the districts were reviewed under criteria for ARL designation that address the unique characteristics of each district. In addition, a de-designation process was established in case any subsequent information was presented that would preclude a property's original designation as ARL.

Pierce County Code 19C.10.070.D.1 allows Comprehensive Plan Map Amendments for technical corrections of ARL mapping errors to be reviewed annually, rather than on the standard two-year cycle.

## IMPACT ANALYSIS

*Procedures for Amendments to the Comprehensive Plan*, PCC 19C.10, requires that the merits of all amendments to the Plan be evaluated based on the following (PCC 19C.10.060 A.):

1. The effect upon the rate of growth, development, and conversion of land as envisioned in the Plan

The PR proposal would not affect the rate of growth, development, and conversion of land. The properties are owned and operated by State Parks and are set aside for public outdoor recreational use in perpetuity.

2. The effect upon the County's capacity to provide adequate public facilities

The proposal would not affect the County's capacity to provide adequate public facilities.

3. The effect upon the rate of population and employment growth

The PR proposal would not affect the rate of population and employment growth.

4. Whether Plan objectives are being met as specified or remain valid and desirable

**AGRICULTURAL RESOURCE LANDS DE-DESIGNATION**

Comprehensive Plan **Policy LU-84.1.4.6** supports the exclusion of properties from ARL designation which are “owned by governmental agencies prior to the effective date of the 2015 Comprehensive Plan Update for public use as identified in...an adopted long-range planning document.” In 1987, the Washington State Legislature approved the Nisqually River Management Plan, which called for a major destination area park at the confluence of the Nisqually and Mashel Rivers. Prior to 2015, the State Parks purchased the subject parcels to achieve that vision. In 2009, State Parks published the Nisqually-Mashel State Park Site Master Plan which describes park facilities, elements, and programs envisioned for all park areas within the park boundary.

Additionally, Comprehensive Plan **Policy LU-84.1.4.7** supports the exclusion of “land that is irrevocably dedicated to non-farm use.” Since 1991, the State Parks has acquired most of the lands forming Nisqually State Park using grant funds from the Washington State Recreation and Conservation Office (RCO). When acquiring land with RCO grant funds, State Parks is required to record a “Deed of Right” on the acquired property. The Deed “...grants to the State of Washington as the representative of all the people of the State, the right to use the real property forever for the outdoor recreation purposes...” It then states that “The Grantor will not make or permit to be made any use of the real property which is inconsistent with the right to use public outdoor recreation herein granted...” Such language is provided in each subject parcel’s deed, all of which were recorded with the Pierce County Auditor prior to 2013.

The eight parcels were designated ARL when the County performed a high-level analysis on rural lands using information from the Natural Resource Conservation Service soil database, property characteristics, information from property owners, and other factors. However, if the County wasn’t presented with information from property owners to substantiate exclusion from ARL designation, no further in-depth examination was conducted.

Therefore, this technical map amendment corrects the original ARL mapping error and is consistent with applicable Comprehensive Plan policies.

**PARK AND RECREATION DESIGNATION**

Comprehensive Plan **Policy LU-118.7** supports the Park and Recreation designation of publicly owned or managed land “which is readily accessible via existing public roads or where roads can be reasonably extended to access the site...” All subject parcels are publicly-owned and managed by State Parks and are easily reached on SR 7 and Mashel Prairie Road. The parcels are also located approximately thirty minutes from the entrance to Mt. Rainier National Park. The Policy also states that “Public park and recreation sites should be located close to their prospective users.” The site is consistent with this policy language given its proximity to Puget Sound’s urban centers, where many of the site’s visitors will be traveling from.

Furthermore, Comprehensive Plan **Policy LU-118.9** supports the Park and Recreation designation on land which “includes significant historic, archaeological, scenic, cultural or unique natural features...” The landscape features forested river valleys, dynamic floodplains and reforested plateaus, allowing many scenic viewpoints. Additionally, the subject area is rich in history and cultural significance. The Salish and Sehaplin peoples’ ancestors hunted, fished and gathered there, and early European explorers and settlers also inhabited the land. The site has a long history of use as a crossroads by the Nisqually, Puyallup and Yakama tribes. According to the *Nisqually-Mashel State Park Site Master Plan*, the Nisqually Tribe has expressed a special interest in the park and will be a key partner in planned outreach and educational activities.

Finally, **Policy LU-118.3** states that “Resource Lands shall not be designated or zoned Park and Recreation.” Because the subject parcels were originally designated and zoned as ARL in error, the proposal is not inconsistent with this policy.

5. The effect upon general land values or housing costs

The proposal would not affect general land values or housing costs. If the properties are developed with park facilities, they may affect land and housing price and value in the surrounding area as the new facility may be seen as a desirable community amenity.

6. Whether capital improvements or expenditures, including transportation, are being made or completed as expected

State Parks budgets and prioritizes improvements and expenditures for parks within its system.

7. Whether the initiated amendment conforms to the requirements of the GMA, is internally consistent with the Plan and is consistent with the Countywide Planning Policies for Pierce County

The ARL de-designation and PR proposal is consistent with the Growth Management Act, Multicounty Planning Policies (Vision 2040), the Countywide Planning Policies (CPPs), and the Pierce County Comprehensive Plan which allows for properties owned by parks and recreation service providers to designate land as PR for future use as a park facility and re-designate land that is not being used for parks purposes.

8. The effect upon critical areas and natural resource lands

The subject parcels are home to several potential environmentally critical areas, which would be subject to critical area regulations as applicable. Such areas may include aquifer recharge areas, priority habitat areas, flood zone areas, landslide areas, volcanic hazard areas, floodways, erosion hazard areas, and wetlands.

State Parks’ 2009 Master Plan for the Nisqually-Mashel State Park site describes the area as follows:

*The landscape across the parcels is highly variable, including floodplains, steep slopes, and complex stream corridors. Three significant water bodies are located within the combined parcels area: the Nisqually River, Ohop Creek, and the Mashel River. Access to the Nisqually*

*and Mashel rivers is predominantly on steep slopes, and the banks are eroding in some areas. Furthermore, the subject area is adjacent to one of the most important steelhead and Chinook salmon spawning reaches in the Nisqually River watershed.*

9. Consistency with locational criteria in the Comprehensive Plan and application requirements established by this Chapter

Not applicable

10. The effect upon other considerations as deemed necessary by the Department

Not applicable

### ***Applicable Policies/Codes/Regulations***

#### **GROWTH MANAGEMENT ACT (RCW 36.70A)**

##### **RCW 36.70A.020(9) Open space and recreation**

Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.

##### **RCW 36.70A.170(1)(a) Natural Resource Lands and Critical Areas**

On or before September 1, 1991, each county, and each city, shall designate where appropriate agricultural lands that are not already characterized by urban growth and that have long-term significance for the commercial production of food or other agricultural products.

#### **COMPREHENSIVE PLAN PROCEDURES (PCC 19C)**

##### **PCC 19C.10.070.D.1 Time Frame for Adoption of Comprehensive Plan Amendments**

The following agriculture related amendments may be reviewed on an annual cycle according to the procedures set forth in PCC 19C.10.070.A and the initiation requirements set forth in PCC 19C.10.050:

1. Technical corrections to resolve Agricultural Resource Lands mapping errors;

## PIERCE COUNTY COMPREHENSIVE PLAN (PCC 19A)

**GOAL LU-84** Designate Agricultural Resource Lands (ARL) based on the Minimum Guidelines of WAC 365-190-050.

**LU-84.1.4** Consider excluding properties already characterized by urban growth or characterized by more intensive rural development, such as:

**LU-84.1.4.6** Properties owned by governmental agencies prior to the effective date of the 2015 Comprehensive Plan Update for public use as identified in a Capital Facilities Plan adopted as part of the Pierce County Comprehensive Plan or an adopted long-range planning document.

**LU-84.1.4.7** Land that is irrevocably dedicated to non-farm use.

**GOAL LU-86** Provide the criteria and process for removing properties from the Agricultural Resource Lands Designation. Pierce County will consider applications for de-designation of ARL zoning as part of the Comprehensive Plan amendment process described in Title 19C PCC. Application fees shall be waived for properties that were originally designated in error or voluntarily designated through a property owner request.

**LU-86.1** Removal of properties from the Agricultural Resource Lands designation must be evaluated against the same criteria as designation.

**LU-86.2** Removal of properties from the Agricultural Resource Lands designation shall be limited to the following processes:

**LU-86.2.1** Allow for the de-designation of ARL properties.

**LU-86.2.1.1** The approval of a Map Amendment to correct technical errors or revert voluntarily designated ARL parcels to another rural land use designation where the property does not meet one or more of Pierce County's ARL designation criteria.

**GOAL LU-118** Designate specific public lands and private parks, campgrounds, historical sites or tourist attractions for park and recreational purposes when identified through a city, community, or regional planning process.

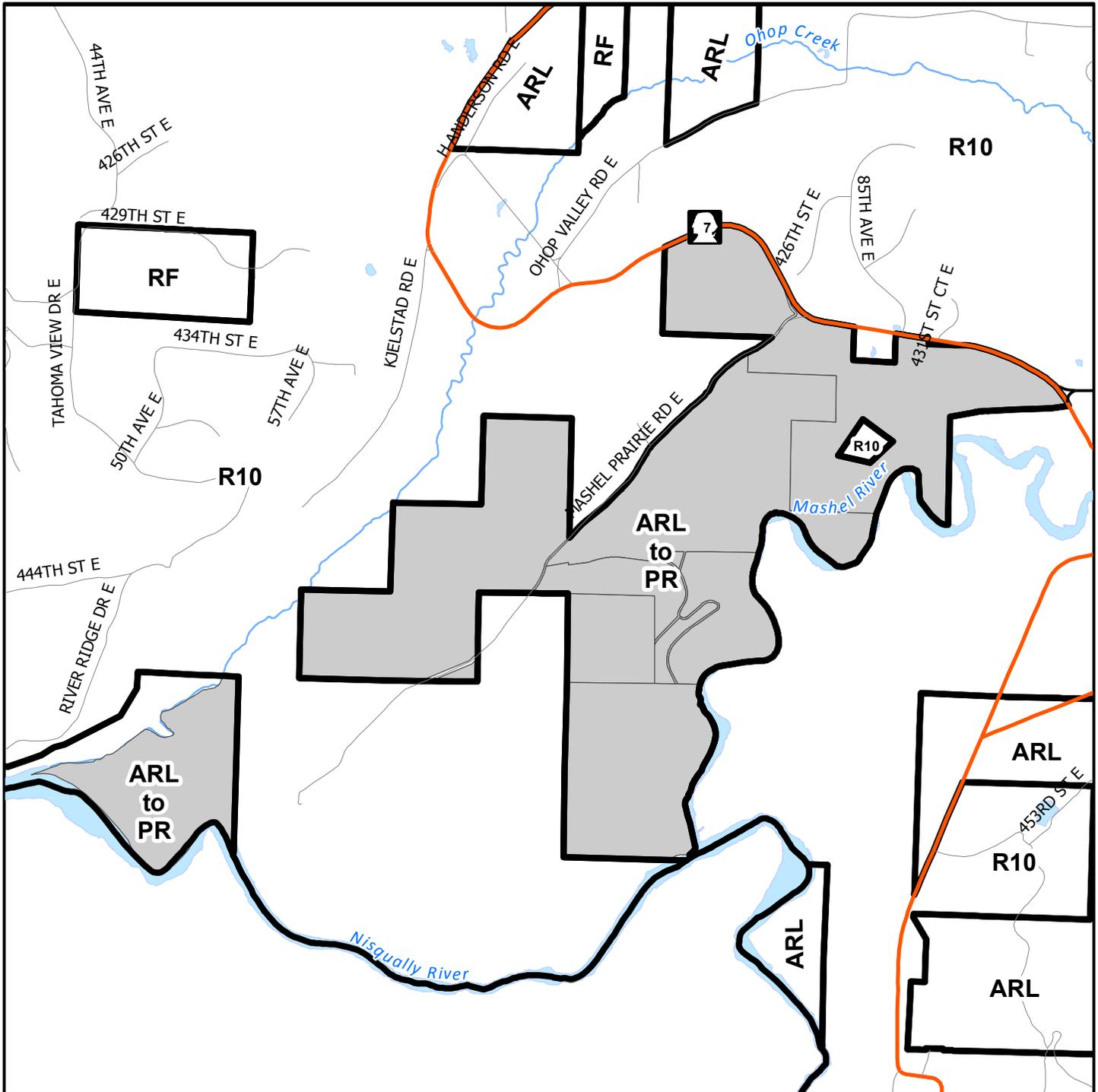
**LU-118.1** Public lands identified for the Park and Recreation designation may include historical sites, tourist attractions, or property improved with park or recreational facilities. Unimproved public lands may be designated Park and Recreation when identified for future regional park uses.

- LU-118.3** The Park and Recreation designation shall be applicable in Urban and Rural designations. Resource Lands shall not be designated or zoned Park and Recreation.
  
- LU-118.7** Publicly owned or managed land which is readily accessible via existing public roads or where roads can be reasonably extended to access the site should be considered for possible park and recreation sites. Public park and recreation sites should be located close to their prospective users.
  
- LU-118.9** Land which includes significant historic, archaeological, scenic, cultural or unique natural features should be considered for incorporation into the park and recreation system.



## Attachment A Map of Subject Parcels

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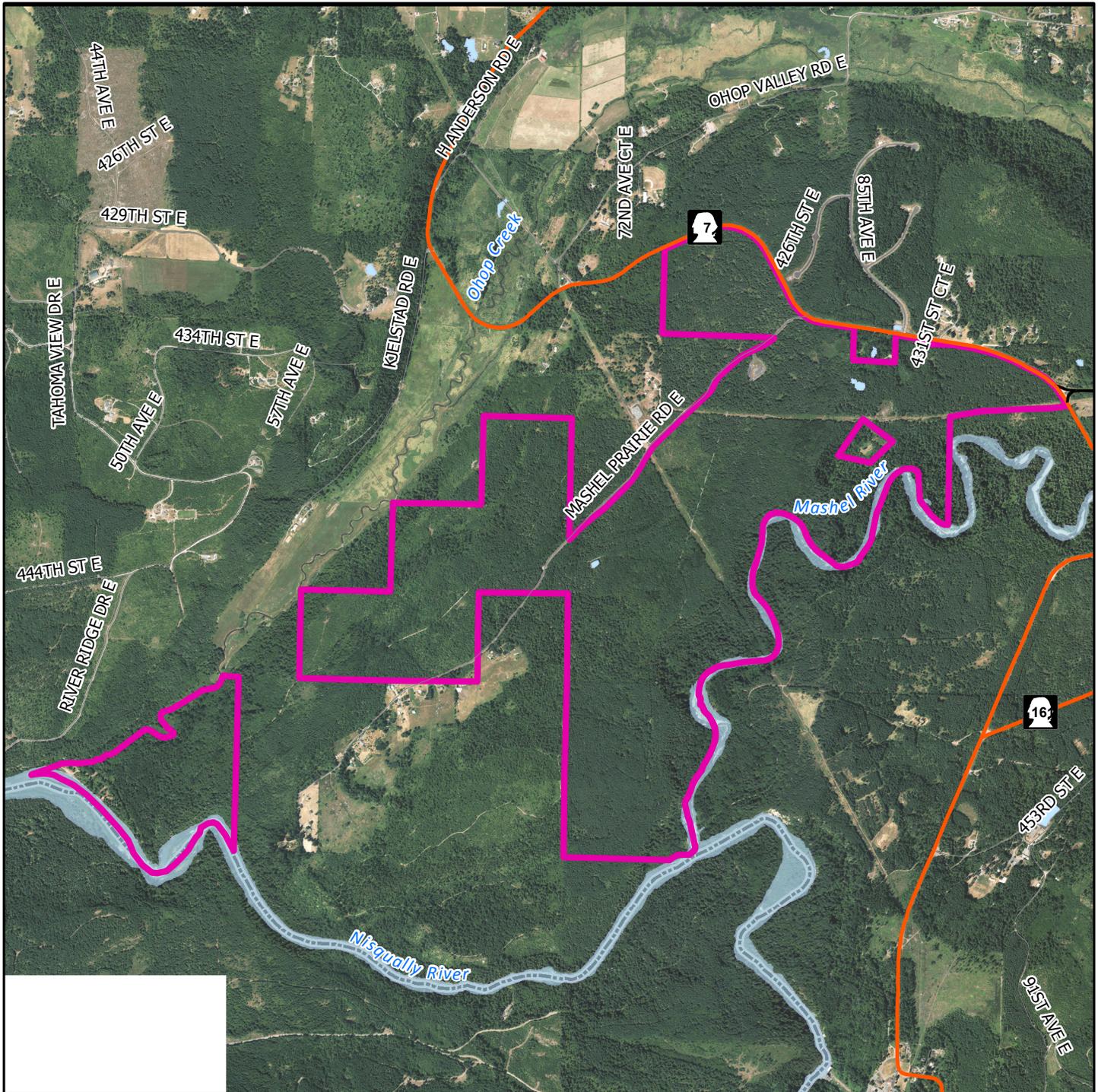
**Comprehensive Plan - Proposed Technical Amendment Map**  
**Washington State Parks & Recreation Commission**  
**(Application# 923502, Mashel Prairie Rd)**

 Redesignate/Rezone from ARL/ARL to PR/PR

Department of Planning and Public Works  
 Plot Date: November 20, 2019 Scale = 1:26,000



Pierce County



**Comprehensive Plan - Proposed Technical Amendment Map**  
**Washington State Parks & Recreation Commission**  
**(Application# 923502, Mashel Prairie Rd)**

 Redesignate/Rezone from ARL/ARL to PR/PR

Department of Planning and Public Works  
 Plot Date: November 20, 2019 Scale = 1:26,000





## **Attachment B** Pierce County Comprehensive Plan *Revised* Table 2-k: Distribution of Urban, Rural, and Resource Lands

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Only those portions of Title 19A that are proposed to be amended are shown. Remainder of text, maps, tables and/or figures is unchanged.

## Chapter 2: LAND USE ELEMENT

### URBAN, RURAL, AND RESOURCE

The policies in this section govern a variety of land use designations and land use activities that may be found in any portion of the County.

The distribution of land designated Urban, Rural, and Resource is shown in Map 2-5. The total acreage and percent of land designated as urban, rural, and resource lands are outlined in Table 2-K.

**Table 2-K: Distribution of Urban, Rural, and Resource Lands**

Type	Number of Acres	Percent of Total Land
Urban	54,846	8%
Rural	271,800272,760	38%
Resource	383,866382,906	54%
<b>Total</b>	<b>710,512</b>	<b>100%</b>



**Attachment C** Pierce County Comprehensive Plan  
*Revised* Map 2-1: Land Use Designations Map; Pierce  
County Comprehensive Plan *Revised* Map 2-5: Urban,  
Rural, and Resource Designations Map

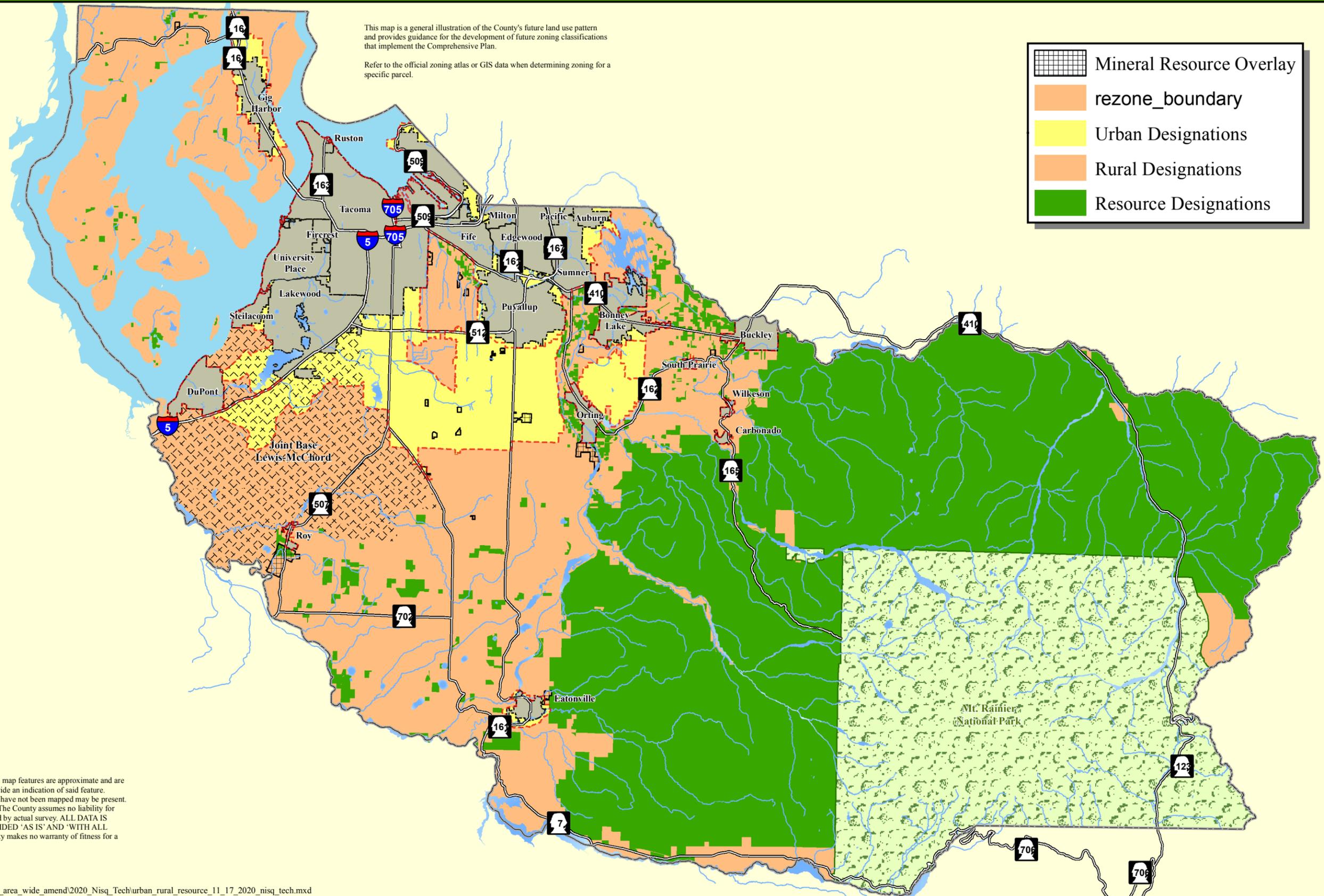
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This map is a general illustration of the County's future land use pattern and provides guidance for the development of future zoning classifications that implement the Comprehensive Plan.

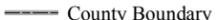
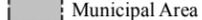
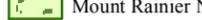
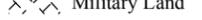
Refer to the official zoning atlas or GIS data when determining zoning for a specific parcel.

	Mineral Resource Overlay
	rezone_boundary
	Urban Designations
	Rural Designations
	Resource Designations



Map Disclaimer: The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS.' The County makes no warranty of fitness for a particular purpose.

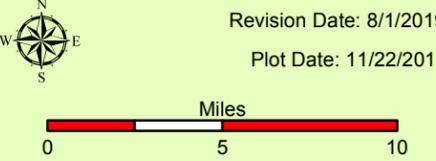
Map Document: H:\mxd\prop\_area\_wide\_amend\2020\_Nisq\_Tech\urban\_rural\_resource\_11\_17\_2020\_nisq\_tech.mxd

	County Boundary		Nisqually NWR
	Urban Growth Boundaries		Municipal Area
			Mount Rainier NP
			Military Land



### Map 2-5: Urban, Rural, and Resource Designations Map

Revision Date: 8/1/2019  
Plot Date: 11/22/2019





## Attachment D Supporting Documentation

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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 Nisqually/Mashel #3 Project Number 93504 A/D, signed by the Grantor on the 30th day of August, 1993, and by the Interagency Committee for Outdoor Recreation on the 13th day of August, 1993, and the application and supporting materials which are on file with the Grantor and the state in connection with the Project Contract.

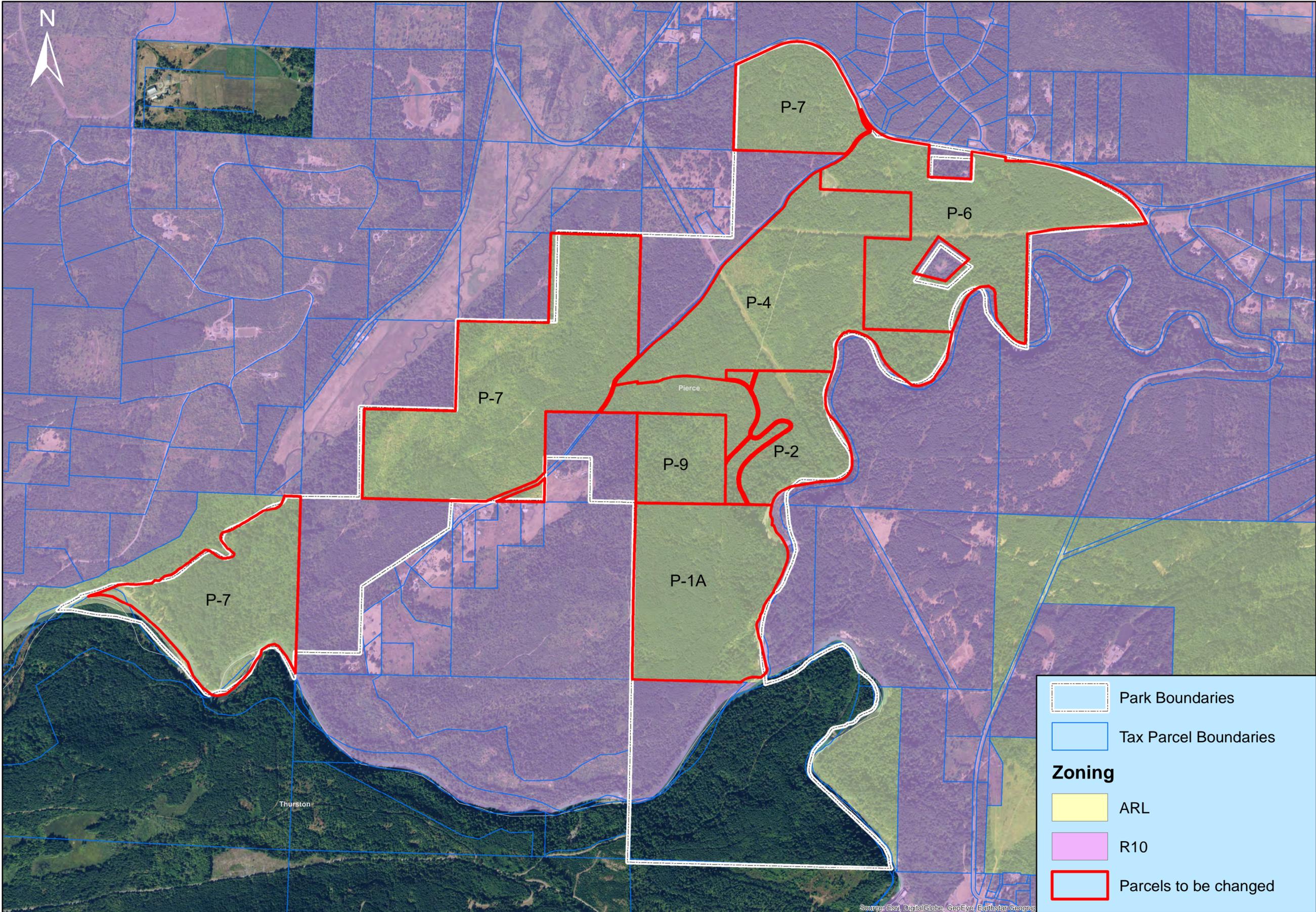
The Grantor will not make or permit to be made any use of the real property described in this deed, or any part of it, which is inconsistent with the right to use for public outdoor recreation herein granted unless the state, through the Interagency Committee for Outdoor Recreation or its successors, 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.

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

See Exhibit "A"

# Nisqually State Park - ARL Parcels



Source: Esri, DigitalGlobe, GeoEye, Earthstar/Geograt

COUNTY	PARCEL_ID_NR	ORIG_PARCEL_ID	OWNER_NM	OWNER_NM2	OWNER_LINE1_AD
Pierce	053-0416194008	416194008	STATE OF WASHINGTON	PARKS & RECREATION	PO BOX 42650
Pierce	053-0416173022	416173022	STATE OF WASHINGTON	PARKS & RECREATION	PO BOX 42650
Pierce	053-0416201006	416201006	STATE OF WASHINGTON	PARKS & RECREATION COMM	PO BOX 42650
Pierce	053-0416203001	416203001	STATE OF WASHINGTON	PARKS & RECREATION	PO BOX 42650
Pierce	053-0416203004	416203004	WASHINGTON STATE PARKS & REC		7150 CLEARWATER # KY-11
Pierce	053-0416202007	416202007	STATE OF WASHINGTON	PARKS & RECREATION COMMISSI	7150 CLEARWATER LN # KY-11
Pierce	053-0316251003	316251003	STATE OF WASHINGTON	PARKS & RECREATION	PO BOX 42650
Pierce	053-0416292002	416292002	WASH STATE PARKS & RECREATION COMM		7150 CLEARWATER # KY-11

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VOL 708 PAGE 729

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M91-664B

RECORDED  
BRIAN SONNITAG  
AUDITOR PIERCE CO. WASH.

WARRANTY DEED

TRANS  
15688  
AUG 29 1991

Auditor's Note:  
Map filed in vault  
in Map File Folder,  
C.C.R.

The Grantor, WEYERHAEUSER COMPANY, a Washington corporation, of Tacoma, Washington, for and in consideration of SIX HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED TWO AND 00/100 DOLLARS (\$645,302.00) the receipt and sufficiency of which is hereby acknowledged, does hereby convey and warrant unto WASHINGTON STATE PARKS AND RECREATION COMMISSION, GRANTEE, the real property situated in the County of Pierce, State of Washington, described as follows:

IN TOWNSHIP 16 NORTH, RANGE 4 EAST OF W.M.

Section 29: Those portions of the East half of Northwest quarter (Pt. E $\frac{1}{2}$  of NW $\frac{1}{4}$ ) lying West of the Mashel River and North of the Nisqually River; the West half of Northwest quarter (W $\frac{1}{2}$  of NW $\frac{1}{4}$ ); those portions of Government Lots 3 and 4 and the Southwest quarter of Southwest quarter (SW $\frac{1}{4}$  of SW $\frac{1}{4}$ ) lying North of the Nisqually River.

Subject to:

(1) the grantor hereby reserves a perpetual, non-exclusive easement to construct, reconstruct, maintain and use the existing road, for access to lands now owned or hereafter acquired, on right of ways sixty (60) feet in width, being thirty (30) feet on each side of the centerline of the existing road, known as the Weyerhaeuser's 5000 Road located approximately as shown in red on the attached Exhibit A, together with the right to grant third parties use thereon. In the exercise of the easement hereby reserved, Grantor shall not unduly or unnecessarily interfere with Grantee's use of the land hereby conveyed for a public park.

(2) the Grantor also hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever, in or upon said land including, but not limited to, diamonds, coal, lignite, peat, oil and gas, including coal seam gas, together with the right to enter upon said land for the purpose of exploring the same for such geothermal resources, metals, ores and minerals, and drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom, including by

EXCISE TAX PAID \$ 0  
Re. No. 191241 8-29-91

By Haruano Auth. 108

EXC. AFF. FEE \$2.00

8-1A  
Retain 1 Map

9108290645

surface mining methods, all such geothermal resources, metals, ores, and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purpose; provided, that the Grantee and Grantee's, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved, provided, further, that the exercise of such rights by the Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

Grantor hereby further reserves unto itself, its successors and assigns, forever, twenty-five percent (25%) of the net proceeds realized by Grantee and Grantee's successors and assigns, from any commercial sale of sand, gravel, rock and aggregate mined, produced and removed from the land.

(3) Grantor owns additional land in Township 16 North, Range 4 East, W.M., which is used for growing and harvesting timber for commercial purposes and may be used for further development. The parties expect that all private landowners in the vicinity will be able to manage their lands for commercial timber production or development in accordance with the laws and regulations applicable to similar operations on comparable lands not adjacent to a state park. Grantee recognizes that these commercial timber operations and future developments may alter the aesthetic characteristics of the area; may produce noise, dust, light, glare, and vibration; and may otherwise disturb persons using the lands herein conveyed for recreational purposes. Grantee also recognizes that, unless controlled by gates or similar facilities and supervised by park personnel, persons using the park may trespass onto nearby private lands and damage or interfere with commercial forestry operations or developments. Nevertheless, commercial forestry operations and/or developments on other lands in the vicinity are considered compatible with use of the granted lands for public park purposes.

To minimize potential conflicts between park use of the granted lands and use of the said remaining lands, Grantee covenants that:

(a) To the extent that Grantee has funds available for this purpose it will take its standard measures to minimize the potential that persons using those lands will disturb or be disturbed by future forest management activities or development on private lands in the vicinity.

(b) The Grantee will not prohibit or restrict forest management activities or future development on adjacent private land to an extent not available to other adjoining landowners on the basis of these lands being in the proximity to Grantee's lands.

(c) To the extent the Grantee has funds available for this purpose, it will take its standard measures to prevent persons passing through or traveling to the lands conveyed by this deed from trespassing on private lands in the vicinity if requested to do so by any adjoining private landowner.

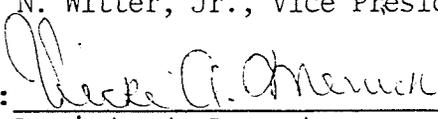
(d) Neither the Grantee nor the public shall acquire any prescriptive rights to use private lands in the vicinity by reason of any trespassing by persons passing through or traveling to lands conveyed by this deed.

(e) These covenants are not to be considered as an abrogation of the Grantee's right to protect, support or comment on proposed uses of adjoining lands to the same extent as available to other adjoining landowners.

Dated this 28th day of August, 1991.

WEYERHAEUSER COMPANY

By:   
R. N. Witter, Jr., Vice President

Attest:   
Assistant Secretary





N. Ogally / Mashef

IN WASHINGTON  
M91-664A

47  
THURSTON COUNTY TITLE CO. 72086-E

WARRANTY DEED

The Grantor, WEYERHAEUSER COMPANY, a Washington corporation, of Tacoma, Washington, for and in consideration of EIGHT HUNDRED NINETEEN THOUSAND, SIX HUNDRED NINETY-EIGHT AND 00/100 DOLLARS (\$819,698.00) the receipt and sufficiency of which is hereby acknowledged, does hereby convey and warrant unto WASHINGTON STATE PARKS AND RECREATION COMMISSION, GRANTEE, the real property situated in the County of Thurston, State of Washington, described as follows:

IN TOWNSHIP 16 NORTH, RANGE 4 EAST OF W.M.:

Section 29: those portions of the Southwest quarter of Northeast quarter (SW $\frac{1}{4}$  of NE $\frac{1}{4}$ ), the Southeast quarter of Northwest quarter (SE $\frac{1}{4}$  of NW $\frac{1}{4}$ ), the Fr. Southwest quarter (Lots 3 and 4, S $\frac{1}{2}$ SW $\frac{1}{4}$ ) and West half of Southeast quarter (W $\frac{1}{2}$  of SE $\frac{1}{4}$ ) lying Southerly of the thread of the Nisqually River (being the Thurston County Boundary.)

Vol: 1856 Page: 170  
File No: S188298215

Subject to:

(1) the rights of the State of Washington, Department of Natural Resources, by reason of the Deschutes River Agreement, dated March 1, 1966, recorded Vol. 411, Page 501-510, records of Thurston County, Washington, for the R-7 Road across the SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , the SE $\frac{1}{4}$  of NW $\frac{1}{4}$ , Lot 3 and the S $\frac{1}{2}$  of SW $\frac{1}{4}$  of said Section 29.

(2) the grantor hereby reserves a perpetual, non-exclusive easement to construct, reconstruct, maintain and use the existing road, for access to lands now owned or hereafter acquired, on right of ways sixty (60) feet in width, being thirty (30) feet on each side of the centerline of the existing road, known as the Weyerhaeuser's 1000 Road located approximately as shown in red on the attached Exhibit A, together with the right to grant third parties use thereon. In the exercise of the easement hereby reserved, Grantor shall not unduly or unnecessarily interfere with Grantee's use of the land hereby conveyed for a public park.

(3) the Grantor also hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever, in or upon said land including, but not limited to, diamonds, coal, lignite, peat, oil and gas, including

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coal seam gas, together with the right to enter upon said land for the purpose of exploring the same for such geothermal resources, metals, ores and minerals, and drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom, including by surface mining methods, all such geothermal resources, metals, ores, and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purpose; provided, that the Grantee and Grantee's, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved, provided, further, that the exercise of such rights by the Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

Grantor hereby further reserves unto itself, its successors and assigns, forever, twenty-five percent (25%) of the net proceeds realized by Grantee and Grantee's successors and assigns, from any commercial sale of sand, gravel, rock and aggregate mined, produced and removed from the land.

(4) Grantor owns additional land in Township 16 North, Range 4 East, W.M., which is used for growing and harvesting timber for commercial purposes and may be used for further development. The parties expect that all private landowners in the vicinity will be able to manage their lands for commercial timber production or development in accordance with the laws and regulations applicable to similar operations on comparable lands not adjacent to a state park. Grantee recognizes that these commercial timber operations and future developments may alter the aesthetic characteristics of the area; may produce noise, dust, light, glare, and vibration; and may otherwise disturb persons using the lands herein conveyed for recreational purposes. Grantee also recognizes that, unless controlled by gates or similar facilities and supervised by park personnel, persons using the park may trespass onto nearby private lands and damage or interfere with commercial forestry operations or developments. Nevertheless, commercial forestry operations and/or developments on other lands in the vicinity are considered compatible with use of the granted lands for public park purposes.

To minimize potential conflicts between park use of the granted lands and use of the said remaining lands, Grantee covenants that:

(a) To the extent that Grantee has funds available for this purpose it will take its standard measures to minimize the potential that persons using those lands will disturb or be disturbed by future forest management activities or development on private lands in the vicinity.

(b) The Grantee will not prohibit or restrict forest management activities or future development on adjacent private land to an extent not available to other adjoining landowners on the basis of these lands being in the proximity to Grantee's lands.

(c) To the extent the Grantee has funds available for this purpose, it will take its standard measures to prevent persons passing through or traveling to the lands conveyed by this deed from trespassing on private lands in the vicinity if requested to do so by any adjoining private landowner.

(d) Neither the Grantee nor the public shall acquire any prescriptive rights to use private lands in the vicinity by reason of any trespassing by persons passing through or traveling to lands conveyed by this deed.

(e) These covenants are not to be considered as an abrogation of the Grantee's right to protect, support or comment on proposed uses of adjoining lands to the same extent as available to other adjoining landowners.

Dated this 28th day of August, 1991.

WEYERHAEUSER COMPANY

By: *R. N. Witter, Jr.*  
R. N. Witter, Jr., Vice President

Attest: *Heeki A. Menick*  
Assistant Secretary



Vol: 1856 Page: 172  
File No: S108290215





Fed Forest  
Nisqually - Mashel

TRANS

G91-667

Stamp - Duplicate

027189-1  
APR 29 1992 9204230707

WARRANTY DEED

The Grantor, WEYERHAEUSER COMPANY, a Washington corporation, of Tacoma, Washington, who acquired title as Weyerhaeuser Timber Company, a Washington corporation, for and in consideration of THREE HUNDRED FIFTY-EIGHT THOUSAND NINE HUNDRED FIFTY DOLLARS (\$358,950.00) the receipt and sufficiency of which is hereby acknowledged, does hereby convey and warrant unto WASHINGTON STATE PARKS AND RECREATION COMMISSION, GRANTEE, the real property situated in the County of Pierce, State of Washington, described on the attached EXHIBIT A.

IN TOWNSHIP 16 NORTH, RANGE 4 EAST of W.M.

Section 19: That portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  lying East of Medical Springs County Road and South of the Northerly right of way line of Weyerhaeuser's existing 5000 Road, which right of way line is thirty (30) feet Northerly of, and parallel with, the center line of said 5000 Road.

Section 20: S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ ; that portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  lying South of the Northerly right of way line of Weyerhaeuser's existing 5000 Road, which right of way line is thirty (30) feet Northerly of, and parallel with, the center line of said 5000 Road; that portion of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  lying West of the Mashel River; that portion of the S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$  lying West of the Mashel River; and that portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  lying West of the Mashel River.

SUBJECT TO:

- (1) An unrecorded Easement to Chop Mutual Light Company, dated June 12, 1947, affecting the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 20, Township 16 North, Range 4 East, W.M.;
- (2) Easement to City of Tacoma, recorded in Pierce County records under reception No. 349711;
- (3) Easement to City of Tacoma, recorded in Pierce County records under reception No. 349718;
- (4) Easement to City of Tacoma condemned in Superior Court Cause No. 31383;
- (5) Easement to City of Tacoma condemned in Superior Court Cause No. 92743;
- (6) Easement to Charles L. Minium, recorded in Pierce County records under reception No. 2669921.

RESERVING:

(1) the Grantor hereby reserves a perpetual, non-exclusive easement to reconstruct, maintain and use the existing roads, for access to lands now owned or hereafter acquired, on rights of way sixty (60) feet in width, being thirty (30) feet on each side of the center lines of the existing roads,

P-~~1189~~ 2

EXCISE TAX PAID \$                       
Re. No. 80V-50 Date 4-29-92  
Pierce County

By                      Auth. Sig

known as Weyerhaeuser's 5000 Road, 5210 Road, 5220 Road and Spur Road, all located approximately as shown on the attached Exhibit A, together with the right to grant third parties use thereon. In the exercise of the easement hereby reserved, Grantor shall not unduly or unnecessarily interfere with Grantee's use of the land hereby conveyed for a public park.

(2) the Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever, in or upon said land including, but not limited to, coal, diamonds, lignite, peat, oil and gas, including coal seam gas, together with the right to enter upon said lands for the purpose of exploring the same for such geothermal resources, metals, ores and minerals, and drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom, including by surface mining methods, all such geothermal resources, metals, ores, and minerals, and to occupy and make use of so much of the surface of said lands as may be reasonably necessary for said purpose; provided, that the Grantee and Grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved, provided, further, that the exercise of such rights by the Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

The Grantor hereby further reserves unto itself, its successors and assigns, forever, twenty-five percent (25%) of the net proceeds realized by Grantee and Grantee's successors and assigns, from each sale of sand, gravel, rock and aggregate mined, produced and removed from the land.

The Grantor owns additional land in said Township 16 North, Range 4 East, W.M., which is used for growing and harvesting timber for commercial purposes and may be used for further development. The parties expect that all private landowners in the vicinity will be able to manage their lands for commercial timber production or development in accordance

with the laws and regulations applicable to similar operations on comparable lands not adjacent to a state park. Grantee recognizes that these commercial timber operations and future developments may alter the aesthetic characteristics of the area; may produce noise, dust, light, glare, and vibration; and may otherwise disturb persons using the lands herein conveyed for recreational purposes. Grantee also recognizes that, unless controlled by gates or similar facilities and supervised by park personnel, persons using the park may trespass onto nearby private lands and damage or interfere with commercial forestry operations or developments. Nevertheless, commercial forestry operations and/or developments on other lands in the vicinity are considered compatible with use of the granted lands for public park purposes.

To minimize potential conflict between park use of the granted lands and use of the said remaining lands, Grantee covenants that:

- (a) To the extent that Grantee has funds available for this purpose it will take its standard measures to minimize the potential that persons using those lands will disturb or be disturbed by future forest management activities or development on private lands in the vicinity.
- (b) The Grantee will not prohibit or restrict forest management activities or future development on adjacent private land to an extent not available to other adjoining landowners on the basis of these lands being in the proximity to Grantee's lands.
- (c) To the extent the Grantee has funds available for this purpose, it will take its standard measures to prevent persons passing through or traveling to the lands conveyed by this deed from trespassing on private lands in the vicinity if requested to do so by any adjoining private landowner.
- (d) Neither the Grantee nor the public shall acquire any prescriptive rights to use private lands in the vicinity by reason of any trespassing by persons passing through or traveling to lands conveyed by this deed.





Weyerhaeuser Road Reservations  
 Sections 19 & 20, T16N-R4E, W.M.  
 Pierce County, Washington

Reserved roads: 

Timberonly

TRANS  
022189-2  
APR 29 1992

QUITCLAIM DEED

THE GRANTOR, WEYERHAEUSER COMPANY, a Washington corporation, for and in consideration of FOUR HUNDRED SEVENTY-ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$471,500.00) in hand paid, conveys and quit claims to WASHINGTON STATE PARKS AND RECREATION COMMISSION, the GRANTEE, the following described reserved timber, situated in the County of Pierce, State of Washington, together with all after acquired title of the Grantor therein:

- (1) All of that certain timber reserved by Grantor in Sections 20 and 21, Township 16 North, Range 4 East, W.M. pursuant to that certain Statutory Warranty Deed recorded under Pierce County, Washington Auditor's No. 8008130222 and being within the areas designated "North Area" and "South Area" on the Exhibits attached to said deed;
- (2) LESS AND EXCEPT the timber lying between the North Exchange Agreement line (Exchange Agreement by and between Weyerhaeuser Company and the Board of Regents of the University of Washington) and the Pierce County Natural Designation line, which exception comprises an area of approximately 16 acres.
- (3) The timber herein conveyed to Grantee and the timber herein excepted from the conveyance to Grantee are located approximately as shown on the attached Exhibit A.

RESERVING unto Grantor the right to construct such roads and landings, and to yard logs through the hereinabove conveyed timber (Paragraph 1) to harvest Grantor's remaining reserved timber (Paragraph 2). Grantor shall use reasonableness in the exercise of this reserved right and shall pay for all timber cut or damaged in its harvesting operations.

Dated the 28th day of April, 1992.



WEYERHAEUSER COMPANY

By: J. Whittig  
Acquisition & Valuation Manager, Timberlands

Attest: Pamela M. Redmon  
Assistant Secretary

92 APR 29 PM 3:53

RECORDED  
SHAR SINKAS  
AUDITOR PIERCE CO. WASH

EXCISE TAX PAID \$ 0.  
Re. No. 8018051 Date 4-29-92  
Pierce County

By: [Signature] Auth. Sig

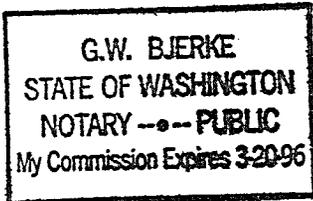
P-3

EXC. AFF. FEE \$2.00

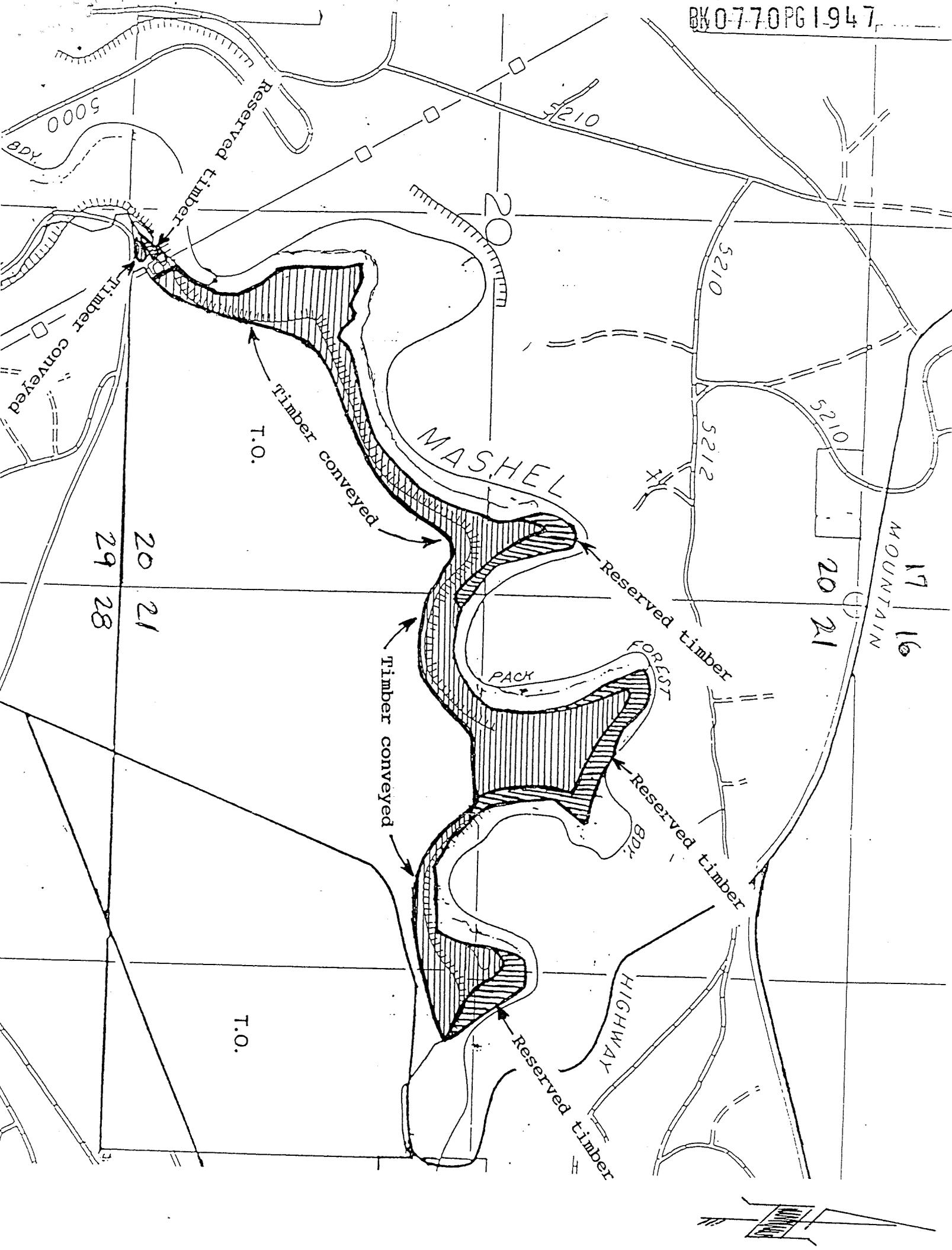
STATE OF WASHINGTON )  
 ) ss. \* Manager, Timberlands  
COUNTY OF KING )

On this 28th day of April, 1992, before me personally appeared J. Whittig and Pamela M. Redmon, to me known to be the Acquisition & Valuation \* and Assistant Secretary, respectively, of WEYERHAEUSER COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged 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 were authorized to execute and deliver said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



G.W. Bjerke  
Notary Public in and for the State of Washington.  
My appointment expires: March 20, 1996



QUITCLAIM DEED  
 Weyerhaeuser to Washington State Parks  
 (TIMBER ONLY) in portions of Sec's 20 & 21-T16N-R4E, W.M.  
 Pierce County, Washington

Timber conveyed to WA State Parks:   
 Timber reserved by Weyerhaeuser: 

EXHIBIT A

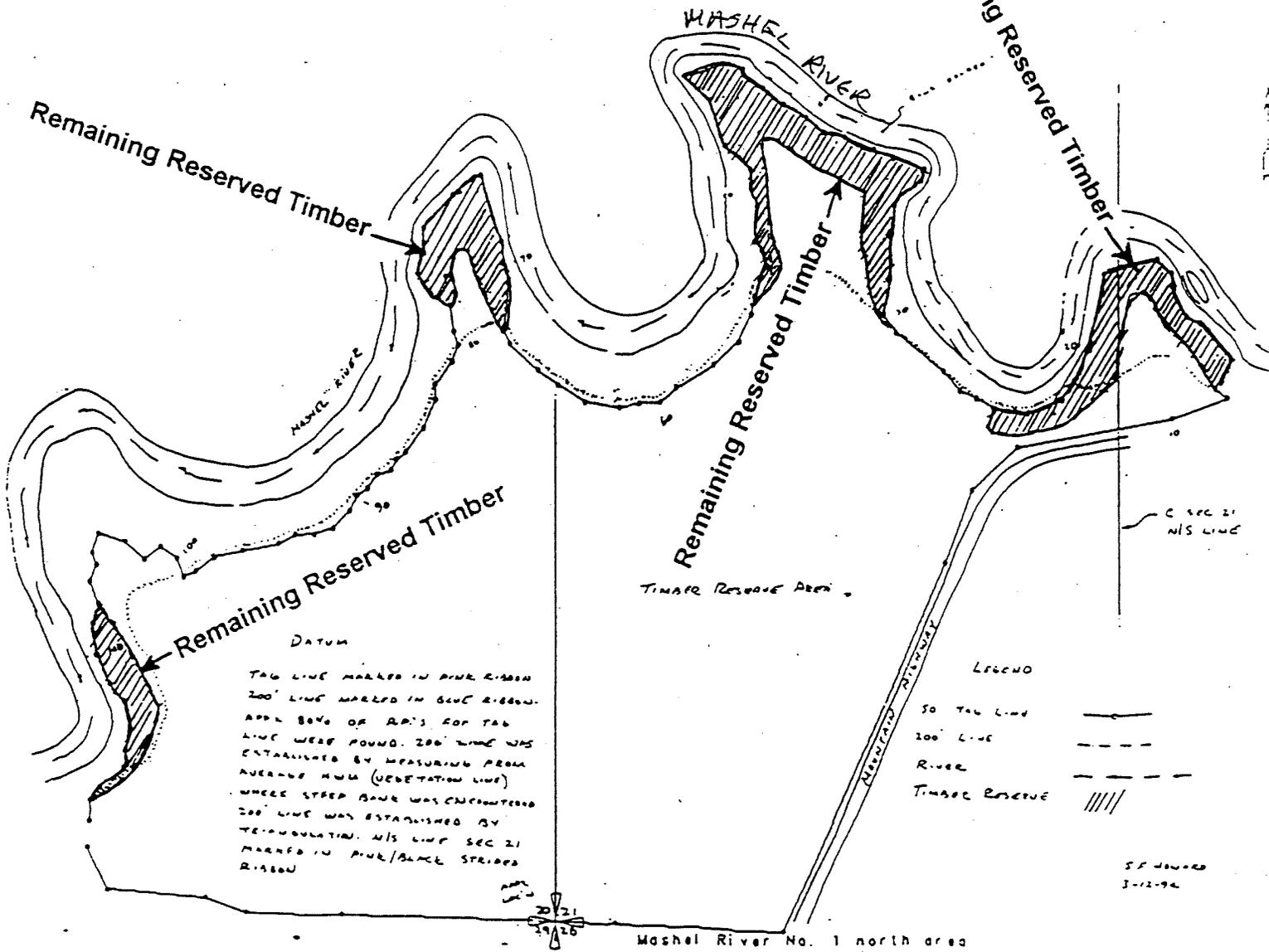
9204290708

AUDITOR'S NOTE

ELIGIBILITY FOR RECORDING AND COPYING UN-  
 SATISFACTORY IN A PORTION OF THIS INSTRUMENT WHEN RECEIVED.

**EXHIBIT "B"**

**WHEREAS**, by Quitclaim Deed, recorded in Pierce County, Washington under Auditor's No. 9204290708, Weyerhaeuser Company conveyed and quit claimed to Washington State Parks and Recreation Commission all of said reserved timber located in Sections 20 and 21, Township 16 North, Range 4 East, W.M., Pierce County, Washington, within said North Area and said South Area, **EXCEPT** that timber (herein "remaining reserved timber") lying between the North Exchange Agreement line (Exchange Agreement by and between Weyerhaeuser Company and the Board of Regents of the University of Washington) and the Pierce County Natural Designation line. Said remaining reserved timber is located approximately as shown on the attached Exhibit "B-1."



**QUITCLAIM DEED**  
 (Conveyance of Reserved Timber Rights)  
 Weyerhaeuser/WA Parks  
 Sections 20 & 21, Township 16 North, Range 4 East, W.M.  
 Pierce County WA

Remaining Reserved Timber 

Weyerhaeuser/WA Parks  
 Pierce County WA  
 G95-193-2, 3/23/95  
 EXHIBIT A, Page 1 of 1

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97 APR 17 AM 11:41

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

**AFTER RECORDING MAIL TO:**

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

**Document Title(s)**

**Reference numbers** of related documents:  
on page \_\_\_\_ of document

**Grantor(s):**

- 1. Weyerhaeuser Company, A Washington Corporation
- 2.
- 3.

**Grantee(s):**

- 1. Washington State Parks and Recreation Commission
- 2.
- 3.

**Legal Description:**

Section 19 and Section 20, Township 16, North Range 4 East, W.M. IN PIERCE  
COUNTY, STATE OF WASHINGTON.

APR 16 1997

EXCISE TAX EXEMPT: DATE \_\_\_\_\_

Pierce County

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

Out of parcel number	0416194008
and parcel number	0416203004

By *E. Drury* Auth. Sig

9704170040

13-

P-4 (Deed & Right) Back-Up

**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 Nisqually/Mashel #3 Project Number 93504 A/D, signed by the Grantor on the 30th day of August, 1993, and by the Interagency Committee for Outdoor Recreation on the 13th day of August, 1993, 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.

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

See Exhibit "A"

9704170040



*Nisqually*  
9506010528

RK 1 8/2/91 PG 2552  
RK 2/9/95 PG 2965

C.T.I.  
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After recording return to:

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RECEIVED

JUN 13 1995

SITE PLANNING

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

STATUTORY WARRANTY DEED

THE GRANTOR, WEYERHAEUSER COMPANY, a Washington corporation, formerly Weyerhaeuser Timber Company, for and in consideration of Seven Hundred Ninety-Three Thousand Dollars (\$793,000.00), receipt of which is hereby acknowledged, conveys and warrants to WASHINGTON STATE PARKS AND RECREATION COMMISSION, GRANTEE, the real estate, situated in Pierce County, Washington, described on the attached Exhibit A.

Dated the 17th day of May, 1995.



WEYERHAEUSER COMPANY

*J. Whittig*

Acquisitions and Valuation Manager, Timberlands

*Rickie A. Meiner*

Assistant Secretary

EXCISE TAX PAID \$ 12,132.90  
Re. No. 890095 Date 6-1-95  
Pierce County

By *E. Orury* Auth. Sig.

AUDITOR'S NOTE

LEGIBILITY FOR RECORDING AND COPYING UN-  
SATISFACTORY IN A PORTION OF THIS INSTRU-  
MENT WHEN RECEIVED.

9704170040

Weyerhaeuser/WA Parks  
Pierce County WA  
G95-193, 03/24/95  
Page 1

9506010528

104

13-

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

Personally appeared before me, the undersigned authority in and for said county and state, on this 17th day of May, 1995, within my jurisdiction, the within named J. Whittig and Vicki A. Merrick, who acknowledged that they are Acquisitions and Valuation Manager, Timberlands and Assistant Secretary of **WEYERHAEUSER COMPANY**, a Washington corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

G.W. BJERKE  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
My Commission Expires 3-20-96

*G.W. Bjerke*  
Notary Public  
My appointment expires: March 20, 1996

## EXHIBIT "A"

IN PIERCE COUNTY, WASHINGTON

TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M.

**Section 19:** That portion of the NE 1/4 SE 1/4 lying northerly of the northerly right of way line of Weyerhaeuser's existing 5000 Road (said 5000 Road is 60 feet in width, being 30 feet on each side of the road centerline) and southeasterly of the centerline of the Medical Springs County Road

**Section 20:** S1/2 NW1/4 NE 1/4; W 1/2 SW 1/4 NE 1/4; those portions of the NE1/4 NW1/4 and S1/2 NW 1/4 lying southeasterly of the centerline of the Medical Springs County Road; N1/2 NE 1/4 SW 1/4; that portion of the NW 1/4 SW 1/4 lying northerly of the northerly right of way line of Weyerhaeuser's existing 5000 Road (said 5000 Road is 60 feet in width, being 30 feet on each side of the road centerline) and southeasterly of the centerline of the Medical Springs County Road; that portion of the NE 1/4 SE 1/4 lying northwesterly of the Mashel River, and that portion of the NW 1/4 SE 1/4 described as follows:

Beginning at the NW corner of said NW 1/4 SE 1/4;  
Thence run east along the north line of said NW 1/4 SE 1/4 to the  
NE corner thereof;  
Run south along the east line of said NW 1/4 SE 1/4 to the Mashel  
River;  
Thence run westerly, northwesterly and southwesterly along said  
Mashel River to the south line of the N1/2 NW 1/4 SE 1/4;  
Thence run west along said south line to the west line of said NW  
1/4 SE 1/4;  
Thence run north along said west line to the point of beginning.

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COMMONWEALTH

NOV 07 1996

DN 1280 PG 3964

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 Nisqually/Mashei #3 Project Number 93-804A/D, signed by the Grantor on the 30th day of August, 1993, and by the Interagency Committee for Outdoor Recreation on the 13th day of August, 1993, 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.

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

See Exhibits "A" and "B" attached.

NOV 3 1996

EXCISE TAX EXEMPT DATE \_\_\_\_\_  
Pierce County

By E. Oring Auth. Sig

RECORDED  
CATHY PEARSALL-STERN  
AUDITOR PIERCE COUNTY

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P-4 BACK-UP

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## EXHIBIT "A"

IN PIERCE COUNTY, WASHINGTON

TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M.

**Section 19:** That portion of the NE 1/4 SE 1/4 lying northerly of the northerly right of way line of Weyerhaeuser's existing 5000 Road (said 5000 Road is 60 feet in width, being 30 feet on each side of the road centerline) and southeasterly of the centerline of the Medical Springs County Road

**Section 20:** S1/2 NW1/4 NE 1/4; W 1/2 SW 1/4 NE 1/4; those portions of the NE1/4 NW1/4 and S1/2 NW 1/4 lying southeasterly of the centerline of the Medical Springs County Road; N1/2 NE 1/4 SW 1/4; that portion of the NW 1/4 SW 1/4 lying northerly of the northerly right of way line of Weyerhaeuser's existing 5000 Road (said 5000 Road is 60 feet in width, being 30 feet on each side of the road centerline) and southeasterly of the centerline of the Medical Springs County Road; that portion of the NE 1/4 SE 1/4 lying northwesterly of the Mashel River, and that portion of the NW 1/4 SE 1/4 described as follows:

Beginning at the NW corner of said NW 1/4 SE 1/4;  
Thence run east along the north line of said NW 1/4 SE 1/4 to the NE corner thereof;  
Run south along the east line of said NW 1/4 SE 1/4 to the Mashel River;  
Thence run westerly, northwesterly and southwesterly along said Mashel River to the south line of the N1/2 NW 1/4 SE 1/4;  
Thence run west along said south line to the west line of said NW 1/4 SE 1/4;  
Thence run north along said west line to the point of beginning.

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*Notqually*  
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BK 1126 PG 2965

C.T.I.  
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JUN 01 1995

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JUN 13 1995  
SITE PLANNING

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

STATUTORY WARRANTY DEED

THE GRANTOR, **WEYERHAEUSER COMPANY**, a Washington corporation, formerly Weyerhaeuser Timber Company, for and in consideration of Seven Hundred Ninety-Three Thousand Dollars (\$793,000.00), receipt of which is hereby acknowledged, conveys and warrants to **WASHINGTON STATE PARKS AND RECREATION COMMISSION**, GRANTEE, the real estate, situated in **Pierce County, Washington**, described on the attached Exhibit A.

Dated the 17th day of May, 1995.



**WEYERHAEUSER COMPANY**

*J. Whittig*  
\_\_\_\_\_  
Acquisitions and Valuation Manager, Timberlands  
*Ricki A. Meiner*  
\_\_\_\_\_  
Assistant Secretary

EXCISE TAX PAID \$ 12,132.90  
Re. No. 890095 Date 6-1-95  
Pierce County

By *E. Orury* Auth. Sig.

Weyerhaeuser/WA Parks  
Pierce County WA  
G95-193, 03/24/95  
Page 1

**AUDITOR'S NOTE**

LEGIBILITY FOR RECORDING AND COPYING UN  
SATISFACTORY IN A PORTION OF THIS INSTRU  
MENT WHEN RECEIVED.

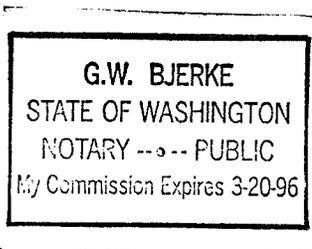
9506010528

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104

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

Personally appeared before me, the undersigned authority in and for said county and state, on this 17th day of May, 1995, within my jurisdiction, the within named J. Whittig and Vicki A. Merrick, who acknowledged that they are Acquisitions and Valuation Manager, Timberlands and Assistant Secretary of **WEYERHAEUSER COMPANY**, a Washington corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



*G.W. Bjerke*  
\_\_\_\_\_  
Notary Public  
My appointment expires: March 20, 1996

**IN PIERCE COUNTY, WASHINGTON****TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M.**

**Section 19:** That portion of the **NE $\frac{1}{4}$ SE $\frac{1}{4}$**  lying northerly of the northerly right of way line of Weyerhaeuser's existing 5000 Road (said 5000 Road is 60 feet in width, being 30 feet on each side of the road centerline) and southeasterly of the centerline of the Medical Springs County Road

**Section 20:** **S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ ; W $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$** ; those portions of the **NE $\frac{1}{4}$ NW $\frac{1}{4}$**  and **S $\frac{1}{2}$ NW $\frac{1}{4}$**  lying southeasterly of the centerline of the Medical Springs County Road; **N $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$** ; that portion of the **NW $\frac{1}{4}$ SW $\frac{1}{4}$**  lying northerly of the northerly right of way line of Weyerhaeuser's existing 5000 Road (said 5000 Road is 60 feet in width, being 30 feet on each side of the road centerline) and southeasterly of the centerline of the Medical Springs County Road; that portion of the **NE $\frac{1}{4}$ SE $\frac{1}{4}$**  lying northwesterly of the Mashel River; and that portion of the **NW $\frac{1}{4}$ SE $\frac{1}{4}$**  described as follows:

Beginning at the NW corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
 Thence run east along the north line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$  to the NE corner thereof;  
 Thence run south along the east line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$  to the Mashel River;  
 Thence run westerly, northwesterly and southwesterly along said Mashel River to the south line of the N $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
 Thence run west along said south line to the west line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ ;  
 Thence run north along said west line to the point of beginning.

**RESERVATIONS:**

(1) Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon said land including, but not limited to, coal, lignite, peat, oil and gas, including coal seam gas, together with the right to enter upon said land for the purpose of exploring the same for such geothermal resources, metals, ores and minerals, and drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom, including by surface mining methods, all such geothermal resources, metals, ores and minerals, and to occupy and make use of so much of the surface of said land

as may be reasonably necessary for said purposes; provided, that Grantee and Grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided, further, that the exercise of such rights by Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

(2) Grantor hereby reserves for itself, its successors and assigns, a perpetual nonexclusive easement to reconstruct, maintain and use the existing roads, for access to lands now owned or hereafter acquired, on rights of way sixty (60) feet in width, being thirty (30) feet on each side of the center lines of the existing roads, known as Weyerhaeuser's 5210 Road, 5211 Road and 5212 Road, to be used for all road purposes, together with the right to grant third parties use thereon. In the exercise of the easement rights hereby reserved, Grantor shall not unduly or unnecessarily interfere with Grantee's use of the land hereby conveyed for a public park. Said roads are located approximately as shown on the attached Exhibit B.

**COVENANTS:** The Grantor owns additional land in said Township 16 North, Range 4 East, W.M., which is used for growing and harvesting timber for commercial purposes and may be used for further development. The parties expect that all private landowners in the vicinity will be able to manage their lands for commercial timber production or development in accordance with the laws and regulations applicable to similar operations on comparable lands not adjacent to a state park. Grantee recognizes that these commercial timber operations and future developments may alter the aesthetic characteristics of the area; may produce noise, dust, light, glare, and vibration; and may otherwise disturb persons using the lands herein conveyed for recreational purposes. Grantee also recognizes that, unless controlled by gates or similar facilities and supervised by park personnel, persons using the park may trespass onto nearby private lands and damage or interfere with commercial forestry operations or developments. Nevertheless, commercial forestry operations an/or developments on other lands in the vicinity are considered compatible with use of the granted lands for public park purposes.

To minimize potential conflict between park use of the granted lands and use of said remaining lands, Grantee covenants that:

- (a) To the extent that Grantee has funds available for this purpose it will take its standard measures to minimize the potential that persons using those lands will disturb or be disturbed by future forest management activities or development on private lands in the vicinity.
- (b) The Grantee will not prohibit or restrict forest management activities or future development on adjacent private land to an extent not available to other adjoining landowners on the basis of these lands being in the proximity to Grantee's lands.

(c) To the extent the Grantee has funds available for this purpose, it will take its standard measures to prevent persons passing through or traveling to the lands conveyed by this deed from trespassing on private lands in the vicinity if requested to do so by any adjoining private landowner.

(d) Neither the Grantee nor the public shall acquire any prescriptive rights to use private lands in the vicinity by reason of any trespassing by persons passing through or traveling to lands conveyed by this deed.

(e) These covenants are not to be considered as an abrogation of the Grantee's right to protect, support or comment on proposed uses of adjoining lands to the same extent as available to other adjoining landowners.

### **SUBJECT TO:**

(1) Rights reserved in federal patents or state deeds, mineral or fossil rights reservations, building or use restrictions general to the area, existing easements not inconsistent with Grantee's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.

(2) Ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the premises, as reserved by treaties, understandings, practice, statutes, or judicial decisions; for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites.

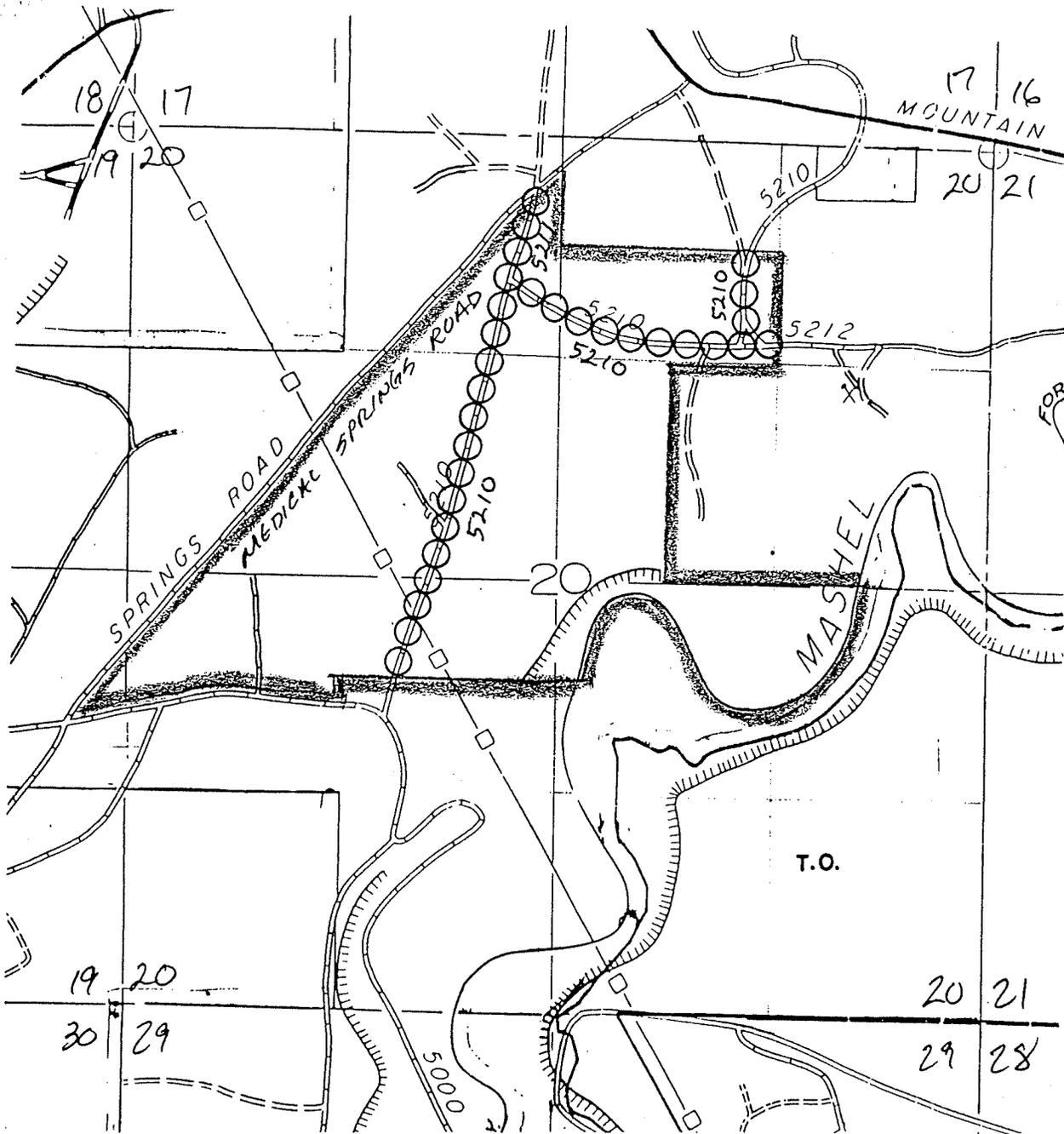
(3) All matters of public record, to any easement or right of way for any public or private roads or utilities heretofore existing on said lands.

(4) Designated, for tax purposes, as Forest Land. Compensating tax will be due upon change of use as forest land.

(5) Document: Right of Way Agreement  
Date: June 12, 1947  
Grantee: Ohop Mutual Light Company

(6) Document: Superior Court Cause No. 31383, Judgment No. 2  
Entered: February 16, 1912  
In favor of: City of Tacoma

- (7) Document: Superior Court Cause No. 92743, Judgment No. 1  
Entered: May 1, 1945  
In favor of: City of Tacoma
- (8) Document: Easement  
Date: October 7, 1911  
Grantee: City of Tacoma  
Recording #: Book 359, Page 471, Auditor's No. 349718
- (9) Document: Deed  
Date: August 31, 1911  
Grantee: City of Tacoma  
Recording #: Book 346, Page 638, Auditor's No. 349711
- (10) Document: Contract and Grant of Easement (Transmission Line, Danger Tree,  
Access Road, and Guy and Anchor)  
Date: May 10, 1985  
Grantee: United States of America



**Statutory Warranty Deed  
 Weyerhaeuser/WA Parks  
 Portions of Sections 19 & 20, Township 16 North, Range 4 East, W.M.  
 Pierce County WA**

Reserved road rights of way: ○○○○

Nisqually  
9506010527

8K 1126 PG 2962

TIMBER ONLY

95 JUN -1 PM 4: 09

C.T.I.  
446809.3C  
JUN 0 1 1995

QUIT CLAIM DEED

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

WHEREAS, by Statutory Warranty Deed, recorded in Pierce County, Washington under Auditor's No. 8008130222, Weyerhaeuser Company conveyed to Board of Regents of the University of Washington certain lands in Townships 15 and 16 North, Range 4 East, W.M., Pierce County, Washington, reserving to itself all merchantable timber on three tracts of land referred to as the Mashel River Traverse, North Area, South Area and East Area.

WHEREAS, by Quitclaim Deed, recorded in Pierce County, Washington under Auditor's No. 9204290708, Weyerhaeuser Company conveyed and quit claimed to Washington State Parks and Recreation Commission all of said reserved timber located in **Sections 20 and 21, Township 16 North, Range 4 East, W.M., Pierce County, Washington**, within said North Area and said South Area, **EXCEPT** that timber (herein "remaining reserved timber") lying between the North Exchange Agreement line (Exchange Agreement by and between Weyerhaeuser Company and the Board of Regents of the University of Washington) and the Pierce County Natural Designation line. Said remaining reserved timber is located approximately as shown on the attached Exhibit A.

WHEREAS, Weyerhaeuser Company has agreed to convey to Washington State Parks and Recreation Commission, and Washington State Parks and Recreation Commission has agreed to acquire from Weyerhaeuser Company all said remaining reserved timber.

NOW THEREFORE, the Grantor, **WEYERHAEUSER COMPANY**, a Washington corporation, for and in consideration of One Hundred Ninety-Two Thousand Dollars (\$192,000.00), in hand paid, conveys and quit claims to **WASHINGTON STATE PARKS AND RECREATION COMMISSION**, the Grantee, said remaining reserved timber, situated in **Pierce County, Washington**, located approximately as shown on the attached Exhibit A, together with all after acquired title of the Grantor therein.

Dated the 17th day of May, 1995.

**AUDITOR'S NOTE**

LEGIBILITY FOR RECORDING AND COPYING UN  
SATISFACTORY IN A PORTION OF THIS INSTRU  
MENT WHEN RECEIVED.

**WEYERHAEUSER COMPANY**

J. Whiting  
Acquisitions and Valuation Manager, Timberlands

Dickie A. Mueck  
Assistant Secretary



Weyerhaeuser/WA Parks  
Pierce County WA  
G95-193-2, 3/24/95  
Page 1

EXCISE TAX PAID \$ 2937.50  
Re. No. 890093 Date 6-1-95  
Pierce County

95 9506010527

By E. Drury Auth. Sig

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

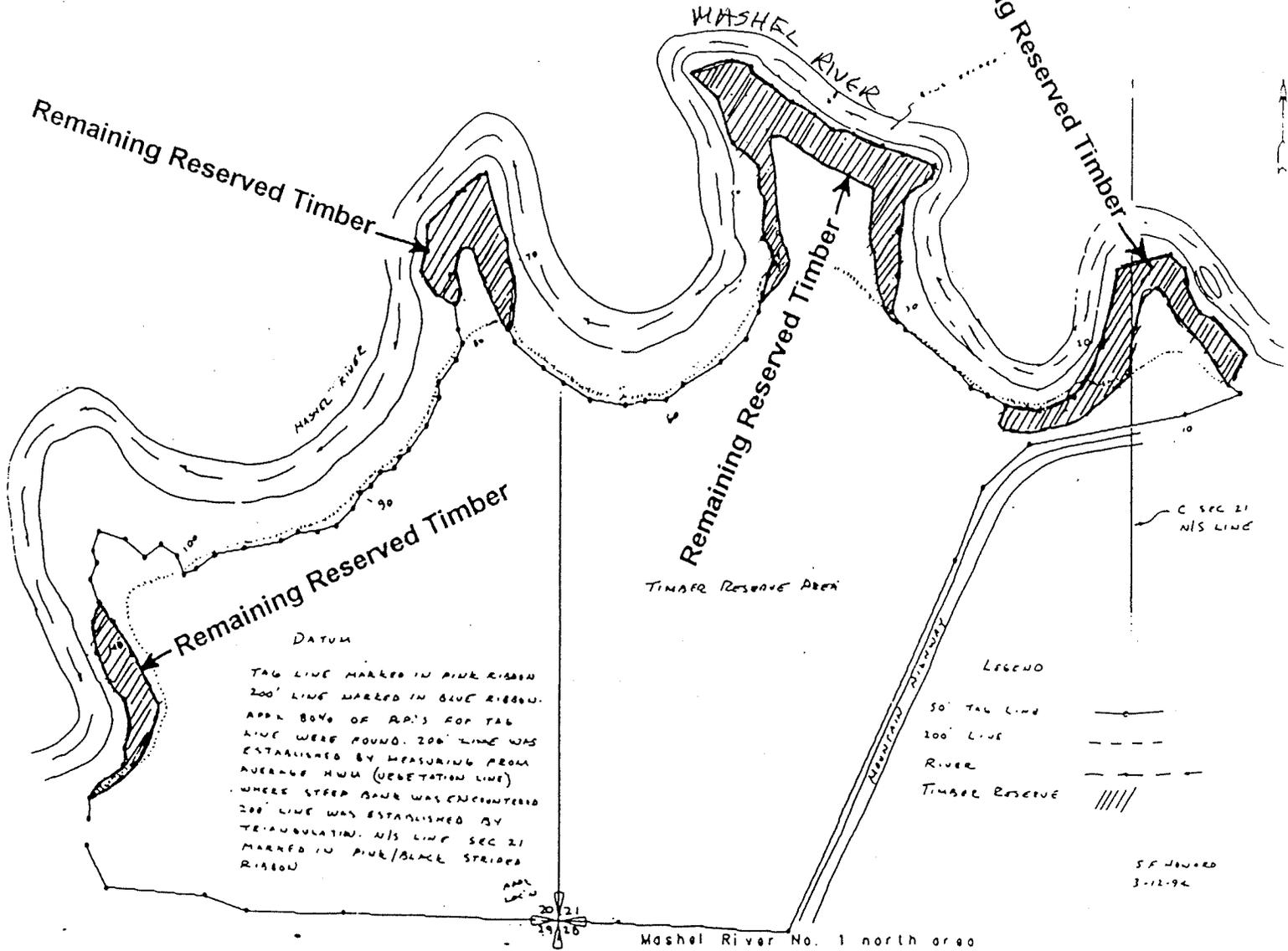
Personally appeared before me, the undersigned authority in and for said county and state, on this 17th day of May, 1995, within my jurisdiction, the within named J. Whittig and Vicki A. Merrick, who acknowledged that they are Acquisitions and Valuation Manager, Timberlands and Assistant Secretary of **WEYERHAEUSER COMPANY**, a Washington corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

G.W. BJERKE  
STATE OF WASHINGTON  
NOTARY --•-- PUBLIC  
My Commission Expires 3-20-96



Notary Public

My appointment expires: March 20, 1996



**QUITCLAIM DEED  
 (Conveyance of Reserved Timber Rights)**

**Weyerhaeuser/WA Parks**

**Sections 20 & 21, Township 16 North, Range 4 East, W.M.  
 Pierce County WA**

Remaining Reserved Timber 

Weyerhaeuser/WA Parks  
 Pierce County WA  
 G95-193-2, 3/23/95

**EXHIBIT A, Page 1 of 1**

9506010527

PIERCE COUNTY, WA  
9902090473  
2-9-1999 12:28 PM  
Fee Amt: \$19.00

RECEIVED  
FEB 18 1999  
LANDS PROGRAM

AFTER RECORDING MAIL TO:

Washington State Parks and Recreation Commission  
P.O. Box 42668  
Olympia, WA 98504-2668

**Document Titles (s)**

1. DEED OF RIGHT TO USE LAND

**Reference numbers of related documents:**

**Grantor(s):**

1. Washington State Parks and Recreation Commission

**Grantee(s):**

1. State of Washington

**Legal Description:** Ptns: Sec. 17-16N-4E; Sec. 20-16N-4E; Sec. 21-16N-4E

See Exhibit A

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

Parcel # 0416173019, 0416201005, 0416212015

h:pete/cvrmisq4

EXCISE TAX EXEMPT DATE 2499  
Pierce County

By [Signature] Auth. Sig

9902090473

P-6  
BACK-UP

19-

**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 Nisqually/Mashel Phase 4 Project Number 91-852A signed by the Grantor on the 22nd day of December 1998, and by the Interagency Committee for Outdoor Recreation on the 23rd day of December 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.

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

A portion of Sections 17, 20, 21, Township 16 North, Range 4 East.

See Exhibit "A"

**990 2090473**



PIERCE COUNTY, WA  
9812281065  
12-28-1998 11:49 AM  
Fee Amt: \$16.00

**FILED FOR RECORD AT THE REQUEST OF:**

Washington State Parks and Recreation Commission  
PO Box 42650  
Olympia WA 98504-2650

Type of Document: Statutory Warranty Deed

Reference Number(s) of Document(s) Assigned or Released:

N/A

COMMONWEALTH  
474018-2C  
DEC 24 1998

Grantor(s): Weyerhaeuser Company

Grantee(s): Washington State Parks and Recreation Commission

Abbreviated Legal Descriptions: - see p. 4-5

Sec. 17-16N-4E: Ptns.: S $\frac{1}{4}$ SE $\frac{1}{4}$   
Sec. 20-16N-4E: Ptns.: NE $\frac{1}{4}$   
Sec. 21-16N-4E: Ptns.: N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$

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

0416173019 0416201004 0416212015

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/17/98  
COVER SHEET, Page 1 of 1

16  
ETN: 985991 12-28-1998  
Excise Tax Collected: \$13770.00  
Gathry Fearsall-Stirek CFO Pierce County Auditor  
BY: LISA DRURY

9812281065

9902090473

**After recording return to:**

Washington State Parks and Recreation Commission  
PO Box 42650  
Olympia WA 98504-2650

**STATUTORY WARRANTY DEED**

THE GRANTOR, WEYERHAEUSER COMPANY, a Washington corporation, formerly Weyerhaeuser Timber Company, for and in consideration of Nine Hundred Thousand Dollars (\$900,000.00), receipt of which is hereby acknowledged, conveys and warrants to WASHINGTON STATE PARKS AND RECREATION COMMISSION, GRANTEE, the real estate, situated in Pierce County, Washington, described on the attached Exhibit A.

Dated the 18<sup>th</sup> day of Dec, 1998.



**WEYERHAEUSER COMPANY**

R.E. Hanson  
Sf. Vice President

Pamela M. Redmon  
Assistant Secretary

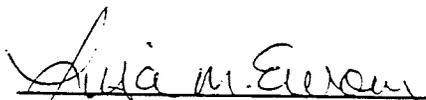
Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/17/98  
Page 1 of 2

9812281065

9902090473

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

Personally appeared before me, the undersigned authority in and for said county and state, on this 18th day of December, 1998, within my jurisdiction, the within named R. E. Hanson and Pamela M. Redmon, who acknowledged that they are Sr. Vice President and Assistant Secretary of **WEYERHAEUSER COMPANY**, a Washington corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

  
\_\_\_\_\_  
Notary Public  
My appointment expires: 3/28/01



Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/17/98  
Page 2 of 2

9812281065

9902090473

EXHIBIT A

IN PIERCE COUNTY, WASHINGTON

TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M.

**Section 17:** Those portions of the **S $\frac{1}{2}$ SE $\frac{1}{4}$**  lying southerly of the centerline of the National Park Highway (State Road 7), LESS AND EXCEPT that portion of the **SW $\frac{1}{4}$ SE $\frac{1}{4}$**  lying northwesterly of the centerline of the Medical Springs County Road, AND LESS AND EXCEPT that portion of the **SE $\frac{1}{4}$ SE $\frac{1}{4}$**  lying southerly of the centerline of National Park Highway (State Road 7) and between the northerly projections of the east and west property lines of the Christensen Property located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 20, said township and range, hereinbelow described

**Section 20:** **NE $\frac{1}{4}$ NE $\frac{1}{4}$** , LESS AND EXCEPT that portion conveyed to N. C. Christensen and wife ("Christensen Property") to Pierce County, Washington, by deed dated March 31, 1921 and recorded in Book 443, Page 588, Records of Pierce County, Washington and described as follows:

**"Christensen Property"**

Commencing at the northeast corner of said Section 20;

Thence in a westerly direction along the north boundary of said section a distance of 481.7 feet to the **True Point of Beginning**;

Thence continuing in a westerly direction 607.3 feet;

Thence turning an angle of 90° to the left and running in a southerly direction 316.0 feet;

Thence turning an angle of 90° to the left and running in an easterly direction 607.3 feet;

Thence turning and angle of 90° to the left and running in a northerly direction 316.0 feet to the True Point of Beginning;

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/18/98  
EXHIBIT A, Page 1 of 6

9812281065

9902090473

**N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$** , LESS AND EXCEPT that portion lying northwesterly of the centerline of the Medical Springs County Road; **E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$** ; that portion of the **SE $\frac{1}{4}$ NE $\frac{1}{4}$**  lying northerly of Mashel River;

ALSO LESS AND EXCEPT the following described portion of the NE $\frac{1}{4}$  of said Section 20 (Town of Eatonville's dump site):

Commencing at the northeast corner of said Section 20;

Thence **North 90°00'00" West** a distance of 955.30 feet along the north line of said Section 20;

Thence **South 00°00'00" West** a distance of 1244.57 feet to the True Point of Beginning;

Thence **South 54°17'44" East** a distance of 555.36 feet;

Thence **South 47°34'23" West** a distance of 467.07 feet;

Thence **North 77°15'00" West** a distance of 489.80 feet;

Thence **North 35°42'16" East** a distance of 651.61 feet to the True Point of Beginning.

**Section 21:** Those portions of the **N $\frac{1}{2}$ NW $\frac{1}{4}$**  lying southerly and westerly of the centerline of the National Park Highway (State Road 7) and northerly of the northerly right of way line of Grantor's existing 5212 Road, located approximately as shown on the attached Exhibit B, said 5212 Road northerly right of way line being thirty (30) feet northerly of, and parallel with, the centerline of said 5212 Road; and that portion of the west three hundred seventy (370) feet of the **W $\frac{1}{2}$ NW $\frac{1}{4}$**  lying northerly of the Mashel River and southerly of said northerly right of way line of the 5212 Road

**RESERVATIONS:**

(1) To the extent not heretofore conveyed, excepted or reserved, the Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon said land

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/18/98

**EXHIBIT A**, Page 2 of 6

**9812281065**

**9902090473**

including, but not limited to, coal, lignite, peat, oil and gas, including coal seam gas, together with the right to enter upon said land for the purpose of exploring the same for such geothermal resources, metals, ores and minerals, and drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom, including by surface mining methods, all such geothermal resources, metals, ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purposes; provided, that Grantee and Grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon or any decrease in park revenues (i.e., fees, gate charges, etc.) based on a three (3) year average caused by the exercise of any rights herein reserved; provided, further, that the exercise of such rights by Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

(2) Grantor hereby reserves unto itself, its successors and assigns, a perpetual nonexclusive easement to reconstruct, maintain and use, for all administrative purposes, the existing 5210, 5212, and 5212A roads, for access to lands now owned or hereafter acquired, along rights of way thirty (30) feet in width, being fifteen (15) feet on each side of the center lines of said existing roads. In the exercise of the easement rights hereby reserved, Grantor shall not unduly or unnecessarily interfere with Grantee's use of the land hereby conveyed for a public park. Grantor shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it.

(3) Grantor hereby reserves unto itself, its successors and assigns, the right to enter the existing borrow pit located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 20, Township 16 North, Range 4 East, W.M. for the purposes of mining, crushing removing and using rock, sand and gravel for use in the landfill cover rehabilitation pertaining to the Town of Eatonville's dump site. This reservation shall include the right to use all roads necessary to access said borrow pit. This reserved right shall continue until Grantor conveys said dump site to Grantee; provided, however, that Grantor shall slope and seed said borrow pit upon completion of the activities herein reserved.

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/18/98

EXHIBIT A, Page 3 of 6

**9812281065**

**9902090473**

## COVENANTS:

The Grantor owns additional land in said Township 16 North, Range 4 East, W.M., which is used for growing and harvesting timber for commercial purposes and may be used for further development. The parties expect that all private landowners in the vicinity will be able to manage their lands for commercial timber production or development in accordance with the laws and regulations applicable to similar operations on comparable lands not adjacent to a state park. Grantee recognizes that these commercial timber operations and future developments may alter the aesthetic characteristics of the area; may produce noise, dust, light, glare, and vibration; and may otherwise disturb persons using the lands herein conveyed for recreational purposes. Grantee also recognizes that, unless controlled by gates or similar facilities and supervised by park personnel, persons using the park may trespass onto nearby private lands and damage or interfere with commercial forestry operations or developments. Nevertheless, commercial forestry operations an/or developments on other lands in the vicinity are considered compatible with use of the granted lands for public park purposes.

To minimize potential conflict between park use of the granted lands and use of said remaining lands, Grantee covenants that:

- (a) To the extent that Grantee has funds available for this purpose it will take its standard measures to minimize the potential that persons using those lands will disturb or be disturbed by future forest management activities or development on private lands in the vicinity.
- (b) The Grantee will not prohibit or restrict forest management activities or future development on adjacent private land to an extent not available to other adjoining landowners on the basis of these lands being in the proximity to Grantee's lands.
- (c) To the extent the Grantee has funds available for this purpose, it will take its standard measures to prevent persons passing through or traveling to the lands conveyed by this deed from trespassing on private lands in the vicinity if requested to do so by any adjoining private landowner.
- (d) Neither the Grantee nor the public shall acquire any prescriptive rights to use private lands in the vicinity by reason of any trespassing by persons passing through or traveling to lands conveyed by this deed.

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/18/98  
**EXHIBIT A**, Page 4 of 6

**9812281065**

**9902090473**

These covenants are not to be considered as an abrogation of the Grantee's right to protect, support or comment on proposed uses of adjoining lands to the same extent as available to other adjoining landowners.

**SUBJECT TO:**

- (1) Rights reserved in federal patents or state deeds, mineral or fossil rights reservations, building or use restrictions general to the area, existing easements not inconsistent with Grantee's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.
- (2) Ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the premises, as reserved by treaties, understandings, practice, statutes, or judicial decisions; for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites.
- (3) All matters of public record, to any easement or right of way for any public or private roads, railroads or utilities heretofore existing on said lands.
- (4) May be designated, for tax purposes, as Forest Land.
- (5) All planning, zoning, health and other governmental regulations, if any, affecting subject property.
- (6) Any change in the boundary or legal description of the real property, or title to the estate insured, that may arise due to the shifting and changing in the course of the Mashel River.
- (7) Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the Mashel River.
- (8) Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water.

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/18/98

**EXHIBIT A**, Page 5 of 6

**9812281065**

**9902090473**

- (9) Matters disclosed by Survey of Section 22-T16N-R4E, W.M. dated November 7, 1977
- (10) Document: Right-of-Way Deed  
Date: April 1, 1919  
Grantee: State of Washington  
Recording #: Volume 422, Page 558; Auditor's No. 522915
- (11) Document: Haul Road Easement  
Date: December 30, 1968  
Grantee: State of Washington  
Recording #: Auditor's No. 2285299
- (12) Document: Easement (for National Park Highway Relocation across Mashel Canyon)  
Date: November 10, 1915  
Grantee: State of Washington
- (13) Document: Contract and Grant of Easement  
Date: May 10, 1985  
Grantee: United States of America
- (14) Document: Easement Exchange  
Date: May 29, 1986  
Grantee: Jerry J. Vermillion and State of Washington, Department of Transportation  
Recording #: Auditor's No. 8606160331
- (15) Document: Easement (Buried and Overhead Cable)  
Date: December 10, 1992  
Grantee: Mashell Telephone Company  
Recording #: Book 0841, Page 2389; Auditor's No. 9212220441
- (16) Document: Easement (Buried and Overhead Cable)  
Date: December 10, 1992  
Grantee: Ohop Mutual Light Company  
Recording #: Book 0853, Page 1819; Auditor's No. 9302030232

\*\*\*\*\* End of Exhibit A \*\*\*\*\*

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/18/98  
**EXHIBIT A**, Page 6 of 6

**9812281065**

**9902090473**

These covenants are not to be considered as an abrogation of the Grantee's right to protect, support or comment on proposed uses of adjoining lands to the same extent as available to other adjoining landowners.

**SUBJECT TO:**

- (1) Rights reserved in federal patents or state deeds, mineral or fossil rights reservations, building or use restrictions general to the area, existing easements not inconsistent with Grantee's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.
- (2) Ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the premises, as reserved by treaties, understandings, practice, statutes, or judicial decisions; for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites.
- (3) All matters of public record, to any easement or right of way for any public or private roads, railroads or utilities heretofore existing on said lands.
- (4) May be designated, for tax purposes, as Forest Land.
- (5) All planning, zoning, health and other governmental regulations, if any, affecting subject property.
- (6) Any change in the boundary or legal description of the real property, or title to the estate insured, that may arise due to the shifting and changing in the course of the Mashel River.
- (7) Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the Mashel River.
- (8) Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water.

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/18/98  
**EXHIBIT A**, Page 5 of 6

**9812281065**

- (9) Matters disclosed by Survey of Section 22-T16N-R4E, W.M. dated November 7, 1977
- (10) Document: Right-of-Way Deed  
Date: April 1, 1919  
Grantee: State of Washington  
Recording #: Volume 422, Page 558; Auditor's No. 522915
- (11) Document: Haul Road Easement  
Date: December 30, 1968  
Grantee: State of Washington  
Recording #: Auditor's No. 2285299
- (12) Document: Easement (for National Park Highway Relocation across Mashel Canyon)  
Date: November 10, 1915  
Grantee: State of Washington
- (13) Document: Contract and Grant of Easement  
Date: May 10, 1985  
Grantee: United States of America
- (14) Document: Easement Exchange  
Date: May 29, 1986  
Grantee: Jerry J. Vermillion and State of Washington, Department of Transportation  
Recording #: Auditor's No. 8606160331
- (15) Document: Easement (Buried and Overhead Cable)  
Date: December 10, 1992  
Grantee: Mashell Telephone Company  
Recording #: Book 0841, Page 2389; Auditor's No. 9212220441
- (16) Document: Easement (Buried and Overhead Cable)  
Date: December 10, 1992  
Grantee: Ohop Mutual Light Company  
Recording #: Book 0853, Page 1819; Auditor's No. 9302030232

\*\*\*\*\* End of Exhibit A \*\*\*\*\*

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/18/98  
**EXHIBIT A**, Page 6 of 6

**9812281065**

PIERCE COUNTY, WA  
9812281065  
12-28-1998 11:49 am  
Fee Amt: \$16.00

RECEIVED

JAN 25 1999

LANDS PROGRAM

**FILED FOR RECORD AT THE REQUEST OF:**

Washington State Parks and Recreation Commission  
PO Box 42650  
Olympia WA 98504-2650

**Type of Document:** Statutory Warranty Deed

**Reference Number(s) of Document(s) Assigned or Released:**

N/A

COMMONWEALTH  
474018-2C  
DEC 24 1998

**Grantor(s):** Weyerhaeuser Company

**Grantee(s):** Washington State Parks and Recreation Commission

**Abbreviated Legal Descriptions:** - see p. 4-5

Sec. 17-16N-4E: Ptns.: S $\frac{1}{2}$ SE $\frac{1}{4}$   
Sec. 20-16N-4E: Ptns.: NE $\frac{1}{4}$   
Sec. 21-16N-4E: Ptns.: N $\frac{1}{2}$ NW $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$

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

0416173019 041620100<sup>5</sup> 0416212015

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/17/98  
**COVER SHEET, Page 1 of 1**

9812281065

16  
ETN: 985991 12-28-1998  
Excise Tax Collected: \$13770.00  
Cathy Pearsall-Stirek CFO Pierce County Auditor  
BY: LISA DRURY

P-6

**After recording return to:**

Washington State Parks and Recreation Commission  
PO Box 42650  
Olympia WA 98504-2650

**STATUTORY WARRANTY DEED**

THE GRANTOR, **WEYERHAEUSER COMPANY**, a Washington corporation, formerly Weyerhaeuser Timber Company, for and in consideration of Nine Hundred Thousand Dollars (\$900,000.00), receipt of which is hereby acknowledged, conveys and warrants to **WASHINGTON STATE PARKS AND RECREATION COMMISSION, GRANTEE**, the real estate, situated in **Pierce County, Washington**, described on the attached Exhibit A.

Dated the 18<sup>th</sup> day of Dec, 1998.



**WEYERHAEUSER COMPANY**

*J.E. Hanson*  
Sr. Vice President

*Pamela M. Redmon*  
Assistant Secretary

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/17/98  
Page 1 of 2

**9812281065**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

Personally appeared before me, the undersigned authority in and for said county and state, on this 18th day of December, 1998, within my jurisdiction, the within named R. E. Hanson and Pamela M. Redmon, who acknowledged that they are Sr. Vice President and Assistant Secretary of **WEYERHAEUSER COMPANY**, a Washington corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Lisa M. Eurom  
Notary Public  
My appointment expires: 3/28/01



Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/17/98  
Page 2 of 2

981228106E

**IN PIERCE COUNTY, WASHINGTON**

**TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M.**

**Section 17:** Those portions of the **S $\frac{1}{2}$ SE $\frac{1}{4}$**  lying southerly of the centerline of the National Park Highway (State Road 7), **LESS AND EXCEPT** that portion of the **SW $\frac{1}{4}$ SE $\frac{1}{4}$**  lying northwesterly of the centerline of the Medical Springs County Road, **AND LESS AND EXCEPT** that portion of the **SE $\frac{1}{4}$ SE $\frac{1}{4}$**  lying southerly of the centerline of National Park Highway (State Road 7) and between the northerly projections of the east and west property lines of the Christensen Property located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 20, said township and range, hereinbelow described

**Section 20:** **NE $\frac{1}{4}$ NE $\frac{1}{4}$** , **LESS AND EXCEPT** that portion conveyed to N. C. Christensen and wife ("Christensen Property") to Pierce County, Washington, by deed dated March 31, 1921 and recorded in Book 443, Page 588, Records of Pierce County, Washington and described as follows:

**"Christensen Property"**

Commencing at the northeast corner of said Section 20;

Thence in a westerly direction along the north boundary of said section a distance of 481.7 feet to the **True Point of Beginning**;

Thence continuing in a westerly direction 607.3 feet;

Thence turning an angle of 90° to the left and running in a southerly direction 316.0 feet;

Thence turning an angle of 90° to the left and running in an easterly direction 607.3 feet;

Thence turning and angle of 90° to the left and running in a northerly direction 316.0 feet to the True Point of Beginning;

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/18/98

**EXHIBIT A**, Page 1 of 6

**9812281065**

**N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$** , LESS AND EXCEPT that portion lying northwesterly of the centerline of the Medical Springs County Road; **E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$** ; that portion of the **SE $\frac{1}{4}$ NE $\frac{1}{4}$**  lying northerly of Mashel River;

ALSO LESS AND EXCEPT the following described portion of the NE $\frac{1}{4}$  of said Section 20 (Town of Eatonville's dump site):

Commencing at the northeast corner of said Section 20;

Thence **North 90°00'00" West** a distance of **955.30 feet** along the north line of said Section 20;

Thence **South 00°00'00" West** a distance of **1244.57 feet** to the True Point of Beginning;

Thence **South 54°17'44" East** a distance of **555.36 feet**;

Thence **South 47°34'23" West** a distance of **467.07 feet**;

Thence **North 77°15'00" West** a distance of **489.80 feet**;

Thence **North 35°42'16" East** a distance of **651.61 feet** to the True Point of Beginning.

**Section 21:** Those portions of the **N $\frac{1}{2}$ NW $\frac{1}{4}$**  lying southerly and westerly of the centerline of the National Park Highway (State Road 7) and northerly of the northerly right of way line of Grantor's existing 5212 Road, located approximately as shown on the attached Exhibit B, said 5212 Road northerly right of way line being thirty (30) feet northerly of, and parallel with, the centerline of said 5212 Road; and that portion of the west three hundred seventy (370) feet of the **W $\frac{1}{2}$ NW $\frac{1}{4}$**  lying northerly of the Mashel River and southerly of said northerly right of way line of the 5212 Road

#### **RESERVATIONS:**

(1) To the extent not heretofore conveyed, excepted or reserved, the Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon said land

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/18/98

**EXHIBIT A**, Page 2 of 6

**9812281065**

including, but not limited to, coal, lignite, peat, oil and gas, including coal seam gas, together with the right to enter upon said land for the purpose of exploring the same for such geothermal resources, metals, ores and minerals, and drilling, opening, developing and working mines and wells thereon and taking out and removing therefrom, including by surface mining methods, all such geothermal resources, metals, ores and minerals, and to occupy and make use of so much of the surface of said land as may be reasonably necessary for said purposes; provided, that Grantee and Grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon or any decrease in park revenues (i.e., fees, gate charges, etc.) based on a three (3) year average caused by the exercise of any rights herein reserved; provided, further, that the exercise of such rights by Grantor shall not be postponed or delayed pending reasonable efforts to agree upon or have determined such just and reasonable compensation.

(2) Grantor hereby reserves unto itself, its successors and assigns, a perpetual nonexclusive easement to reconstruct, maintain and use, for all administrative purposes, the existing 5210, 5212, and 5212A roads, for access to lands now owned or hereafter acquired, along rights of way thirty (30) feet in width, being fifteen (15) feet on each side of the center lines of said existing roads. In the exercise of the easement rights hereby reserved, Grantor shall not unduly or unnecessarily interfere with Grantee's use of the land hereby conveyed for a public park. Grantor shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it.

(3) Grantor hereby reserves unto itself, its successors and assigns, the right to enter the existing borrow pit located in the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 20, Township 16 North, Range 4 East, W.M. for the purposes of mining, crushing removing and using rock, sand and gravel for use in the landfill cover rehabilitation pertaining to the Town of Eatonville's dump site. This reservation shall include the right to use all roads necessary to access said borrow pit. This reserved right shall continue until Grantor conveys said dump site to Grantee; provided, however, that Grantor shall slope and seed said borrow pit upon completion of the activities herein reserved.

Weyerhaeuser/WA Parks  
Pierce County WA  
G98-619, 12/18/98  
**EXHIBIT A**, Page 3 of 6

**9812281065**



200309300166 9 PGS  
 09-30-2003 08:30am \$27.00  
 PIERCE COUNTY, WASHINGTON

**FILED FOR RECORD AT THE REQUEST OF:**

Washington State Parks and Recreation Commission  
 PO Box 42650  
 Olympia WA 98504-2650

**Type of Document:**

Statutory Warranty Deed

16988

F.A.T.

SEP 29 2003

**Reference Nos. of**

**Document(s) Assigned or Released:**

n/a

**Grantor:**

Weyerhaeuser Company

**Grantee:**

STATE OF WASHINGTON, acting by and  
 through the Washington State Parks and  
 Recreation Commission

**Abbreviated Legal Descriptions:**

25-16N-3E: NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$ , N $\frac{1}{2}$ SE $\frac{1}{4}$   
 17-16N-4E E $\frac{1}{2}$ SW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$   
 19-16N-4E SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$ ,  
 NE $\frac{1}{4}$ SE $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$   
 20-16N-4E: NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ ,  
 S $\frac{1}{2}$ NW $\frac{1}{4}$ , NW $\frac{1}{4}$ SW $\frac{1}{4}$   
 30-16N-4E: Lot 1, N $\frac{3}{4}$  Lot 2, NE $\frac{1}{4}$ NW $\frac{1}{4}$

**Assessor's Property Tax Parcel Nos.:**

0416173019, 0416194008, 0416201005,  
 0416302008, 0316251001

N/M

P-7

Weyerhaeuser/WA Parks  
 Pierce County WA  
 G02-625, 09/19/03  
 Page 1 of 3



4018933 2 PGS  
 08-29-2003 04:23pm EDURY  
 EXCISE COLLECTED:\$44,144.00  
 PAT MCCARTHY, AUDITOR

AFF.FEE:\$0.00

L1

**After recording return to:**

Washington State Parks and Recreation Commission  
PO Box 42650  
Olympia WA 98504-2650

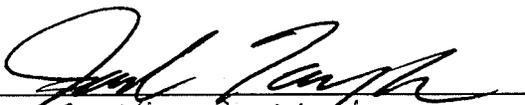
**STATUTORY WARRANTY DEED**

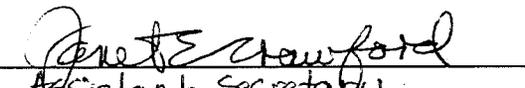
THE GRANTOR, **WEYERHAEUSER COMPANY**, a Washington corporation, formerly Weyerhaeuser Timber Company, for and in consideration of TWO MILLION FOUR HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$2,480,000.00), receipt of which is hereby acknowledged, conveys and warrants to the **STATE OF WASHINGTON, acting by and through the Washington State Parks and Recreation Commission, GRANTEE**, the real estate, situated in **Pierce County, Washington**, described on the attached Exhibit A.

Dated the 23<sup>rd</sup> day of September, 2003.

**WEYERHAEUSER COMPANY**



  
Sr. Vice President

  
Assistant Secretary

STATE OF WASHINGTON )

) ss.

COUNTY OF KING )

Personally appeared before me, the undersigned authority in and for said county and state, on this 23<sup>rd</sup> day of September, 2003, within my jurisdiction, the within named Jack Taylor and Janet E. Crawford, who acknowledged that they are Sr. Vice President and Assistant Secretary of **WEYERHAEUSER COMPANY**, a Washington corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Lisa M. Eurom  
Notary Public  
My appointment expires: 3/28/05



## IN PIERCE COUNTY, WASHINGTON

### TOWNSHIP 16 NORTH, RANGE 3 EAST, W.M.

**Section 25:** Those portions of the **NE $\frac{1}{4}$** , **SE $\frac{1}{4}$ NW $\frac{1}{4}$**  and **N $\frac{1}{2}$ SE $\frac{1}{4}$**  lying within the following described line:

Beginning at the intersection of the north line of said Section 25 with the centerline of Ohop Creek;

Thence east along the said north line to the east line of said Section 25;

Thence south along said east line to its intersection with the centerline of the Nisqually River (the county line common to Pierce and Thurston Counties);

Thence northwesterly, southwesterly and northwesterly along said centerline of the Nisqually River to its intersection with the centerline of said Ohop Creek;

Thence northeasterly along said centerline of Ohop Creek to the north line of said Section 25

### TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M.

**Section 17:** Those portions of the **E $\frac{1}{2}$ SW $\frac{1}{4}$**  and the **W $\frac{1}{2}$ SE $\frac{1}{4}$**  lying southerly of the centerline of the National Park Highway (State Road No. 7) and northerly of Medical Springs Road

**Section 19:** **SE $\frac{1}{4}$ NE $\frac{1}{4}$** ; **SE $\frac{1}{4}$ SW $\frac{1}{4}$** ; that portion of the **NE $\frac{1}{4}$ SE $\frac{1}{4}$**  lying west of the Medical Springs County Road; **W $\frac{1}{2}$ SE $\frac{1}{4}$**

**Section 20:** Those portions of the **NW $\frac{1}{4}$ NE $\frac{1}{4}$** , **NE $\frac{1}{4}$ NW $\frac{1}{4}$** , **S $\frac{1}{2}$ NW $\frac{1}{4}$**  and **NW $\frac{1}{4}$ SW $\frac{1}{4}$**  lying northwesterly of the centerline of the Medical Springs County Road

**Section 30:** **Government Lot 1**; the **North three-quarters (N $\frac{3}{4}$ ) of Government Lot 2**; that portion of the **NE $\frac{1}{4}$ NW $\frac{1}{4}$**  lying north and west of the following described line:

Beginning at the quarter section corner on the north line of said Section 30;

Thence South 0° 37' 10" East 386.93 feet;

Thence South 42° 29' 01" West 216.60 feet;

Thence in a southwesterly direction in a straight line to the southwest corner of the NE¼NW¼ of said Section 30

### **RESERVATION(S):**

1. To the extent not heretofore conveyed, excepted or reserved, the Grantor hereby expressly saves, excepts and reserves out of the grant hereby made, unto itself, its successors and assigns, forever, all geothermal steam and heat and all metals, ores and minerals of any nature whatsoever in or upon said land including, but not limited to, coal, lignite, peat, oil and gas, including coal seam gas, together with the right to take out and remove therefrom all such geothermal resources, metals, ores and minerals. Provided that Grantor, its successors and assigns, will not occupy or use the surface of said land and will not do any development, excavation or mining within a vertical depth of 500 feet. Grantor, its successors and assigns, shall, however, have the right to enter upon such land to conduct surface geophysical and geological surveys and other exploration subject to a minimum of two (2) weeks written notice to Grantee. Grantor agrees to negotiate delay or other modification of exploration activities not to exceed two (2) months which may adversely impact the purposes for which Grantee has acquired the property; to wit, wildlife habitat. Grantee and Grantee's heirs, representatives, successors and assigns, shall be paid just and reasonable compensation for any injury or damage to the surface of said land, to the crops or to the improvements thereon caused by the exercise of any rights herein reserved; provided further, that the exercise of such rights by Grantor, its successors and assigns, shall not be postponed or delayed so long as Grantor is making reasonable efforts to agree upon or have determined such just and reasonable compensation.

### **COVENANTS:**

The Grantor owns additional land in said Township 16 North, Ranges 3 and 4 East, W.M., which is used for growing and harvesting timber for commercial purposes and may be used for further development. The parties expect that all private landowners in the vicinity will be able to manage their lands for commercial timber production or development in accordance with the laws and regulations

applicable to similar operations on comparable lands not adjacent to a state park. Grantee recognizes that these commercial timber operations and future developments may alter the aesthetic characteristics of the area; may produce noise, dust, light, glare, and vibration; and may otherwise disturb persons using the lands herein conveyed for recreational purposes. Grantee also recognizes that, unless controlled by gates or similar facilities and supervised by park personnel, persons using the park may trespass onto nearby private lands and damage or interfere with commercial forestry operations or developments. Nevertheless, commercial forestry operations and/or developments on other lands in the vicinity are considered compatible with use of the granted lands for public park purposes.

To minimize potential conflict between park use of the granted lands and use of said remaining lands, Grantee covenants that:

(a) To the extent that Grantee has funds available for this purpose it will take its standard measures to minimize the potential that persons using those lands will disturb or be disturbed by future forest management activities or development on private lands in the vicinity.

(b) The Grantee will not prohibit or restrict forest management activities or future development on adjacent private land to an extent not available to other adjoining landowners on the basis of these lands being in the proximity to Grantee's lands.

(c) To the extent the Grantee has funds available for this purpose, it will take its standard measures to prevent persons passing through or traveling to the lands conveyed by this deed from trespassing on private lands in the vicinity if requested to do so by any adjoining private landowner.

(d) Neither the Grantee nor the public shall acquire any prescriptive rights to use private lands in the vicinity by reason of any trespassing by persons passing through or traveling to lands conveyed by this deed.

These covenants are not to be considered as an abrogation of the Grantee's right to protect, support or comment on proposed uses of adjoining lands to the same extent as available to other adjoining landowners.

## **SUBJECT TO:**

- (1) Rights reserved in federal patents or state deeds, mineral or fossil rights reservations, building or use restrictions general to the area, existing easements not inconsistent with Grantee's intended use, and building or zoning regulations or provisions shall not be deemed encumbrances or defects.
- (2) Ancestral rights, if any, of descendants of aboriginal inhabitants to occupy, use and possess any portion of the premises, as reserved by treaties, understandings, practice, statutes, or judicial decisions; for food gathering, shelter, religious ceremonies, social and economic gatherings, battlefields and burial sites.
- (3) All matters of public record, to any easement or right of way for any public or private roads, railroads or utilities heretofore existing on said lands.
- (4) May be designated, for tax purposes, as Forest Land. Compensating tax, if any is due, will be the responsibility of the Grantee upon change of use as forest land.
- (5) All planning, zoning, health and other governmental regulations, if any, affecting subject property.
- (6) Any change in the boundary or legal description of the real property, or title to the estate insured, that may arise due to the shifting and changing in the course of the Nisqually River.
- (7) Right of the State of Washington in and to that portion, if any, of the property herein described which lies below the line of ordinary high water of the Nisqually River.
- (8) Any prohibition of or limitation of use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any portion which is now, or has formerly been covered by water.
- (9) Discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.

- (10) Document: Right of Way Deed  
Date: April 1, 1919  
Grantee: State of Washington  
Recording #: Volume 422, page 558; Auditor's No. 522915
- (11) Document: Superior Court Judgment No. 1 (No. 92743)  
Entered: May 1, 1945  
Grantee: City of Tacoma
- (12) Document: Easement  
Date: October 7, 1911  
Grantee: City of Tacoma  
Recording #: Volume 359, page 471; Auditor's No. 349718
- (13) Document: Deed  
Date: August 31, 1911  
Grantee: City of Tacoma  
Recording #: Volume 346, page 638; Auditor's No. 349711
- (14) Document: Road Easement  
Date: July 18, 1962  
Grantee: Tacoma Narrows Lumber, Inc.
- (15) Document: Deschutes River Agreement  
Date: March 1, 1966  
Parties: Weyerhaeuser Company and State of Washington  
Recording #: Volume 1403, page 825; Auditor's No. 2145938
- (16) Document: Contract and Grant of Easement  
Date: May 10, 1985  
Grantee: United States of America, Bonneville Power Administration
- (17) Document: Easement Exchange Agreement  
Date: December 13, 1995  
Grantee: City of Tacoma  
Recording #: Book 1182, page 0808; Auditor's No. 9512180203

- (18) Matters disclosed by:  
Document: Record of Survey  
Date: June 1986  
Recording #: Auditor's No. 8606170284
- (19) Matters disclosed by:  
Document: Monument Record  
Date: November 7, 1977
- (20) All or part of a cemetery may be located on the land hereby conveyed in the NE¼NW¼ of Section 30, Township 16 North, Range 4 East, W.M.
- (21) Document: Notice of Moratorium on Non-Forestry Land Use  
Grantee: Pierce County  
Recording #: Auditor's No. 9805050115
- (22) Document: Easement  
Grantee: Pierce County  
Recording #: Auditor's No. 351324
- (23) Deed to Riparian Rights recorded April 30, 1913, under Recording No. 380518

----- End of Exhibit A -----



200906050845 5 PGS  
06/05/2009 4:01pm \$46.00  
PIERCE COUNTY, WASHINGTON

**AFTER RECORDING MAIL TO:**

Washington State Parks & Recreation Commission  
Attn: Lands Program  
PO Box 42650  
Olympia, WA 98504-2650

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**Document Titles (s):** Corrected Deed of Right to Use Land for Public Recreation Purposes

**Reference numbers** of related documents: 200310131071

**Grantor(s):** Washington State Parks and Recreation Commission

**Grantee(s):** State of Washington individually and as the representative of all the people of the State

**Legal Description:** Ptn NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$  & N $\frac{1}{2}$ SE $\frac{1}{4}$  in S25, T16N, R3E; ptn E $\frac{1}{2}$ SW $\frac{1}{4}$  & W $\frac{1}{2}$ SE $\frac{1}{4}$  in S17, T16N, R4E; SE $\frac{1}{4}$ NE $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$  & ptn NE $\frac{1}{4}$ SE $\frac{1}{4}$  in S19, T16N, R4E; ptn NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$  & NW $\frac{1}{4}$ SW $\frac{1}{4}$  in S20, T16N, R4E; GL 1, ptn GL 2 & ptn NE $\frac{1}{4}$ NW $\frac{1}{4}$  in S30, T16N, R4E

**Assessor's Property Tax Parcel Account Number(s):** 0416173019, 0416194008, 0416201005, 0416302008, & 0316251001

**AUDITOR'S NOTE** *mn*

LEGIBILITY FOR RECORDING AND COPYING UNSATISFACTORY IN A PORTION OF THIS INSTRUMENT WHEN RECEIVED

EXCISE TAX EXEMPT DATE 6-4-09  
Pierce County

By *RL* Auth. Sig

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

**Nisqually Mashel–Weyerhaeuser Company**

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 (IAC) entitled **Nisqually Mashel–Phase 5, IAC Project Number 98–1073A** signed by the Grantor on August 31, 1999, and by the Interagency Committee for Outdoor Recreation on August 26, 1999, and **Nisqually Mashel–Phase 6, IAC Project Number 00–1453A** signed by the Grantor on January 2, 2002, and by the Interagency Committee for Outdoor Recreation on December 24, 2001, and **Nisqually Mashel–03–05 Acquisitions, IAC Project Number 02–1197A** signed by the Grantor on September 22, 2003, and by the Interagency Committee for Outdoor Recreation on September 19, 2003, (all projects commonly known as Nisqually Mashel – Weyerhaeuser Property) 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 79A.23.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 79A.23.100 reads as follows:

Marine recreation land with respect to which money has been expended under RCW 79A.25.080 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.

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

Legal Description:

**TOWNSHIP 16 NORTH, RANGE 3 EAST, W.M.**

Section 25: Those portions of the NE $\frac{1}{4}$ , SE $\frac{1}{4}$ NW $\frac{1}{4}$  and N $\frac{1}{2}$ SE $\frac{1}{4}$  lying within the following described line:  
Beginning at the intersection of the north line of said Section 25 with the centerline of Ohop Creek;  
Thence east along the said north line to the east line of said Section 25;  
Thence south along said east line to its intersection with the centerline of the Nisqually River (the county line common to Pierce and Thurston Counties);  
Thence northwesterly, southwesterly and northwesterly along said centerline of the Nisqually River to its intersection with the centerline of said Ohop Creek;  
Thence northeasterly along said centerline of Ohop Creek to the north line of said Section 25

**TOWNSHIP 16 NORTH, RANGE 4 EAST, W.M.**

Section 17: Those portions of the E $\frac{1}{2}$ SW $\frac{1}{4}$  and the W $\frac{1}{2}$ SE $\frac{1}{4}$  lying southerly of the centerline of the National Park Highway (State Road No. 7) and northerly of Medical Springs Road

Section 19: SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  lying west of the Medical Springs County Road; W $\frac{1}{2}$ SE $\frac{1}{4}$

Section 20: Those portions of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ , NE $\frac{1}{4}$ NW $\frac{1}{4}$ , S $\frac{1}{2}$ NW $\frac{1}{4}$  and NW $\frac{1}{4}$ SW $\frac{1}{4}$  lying northwesterly of the centerline of the Medical Springs County Road

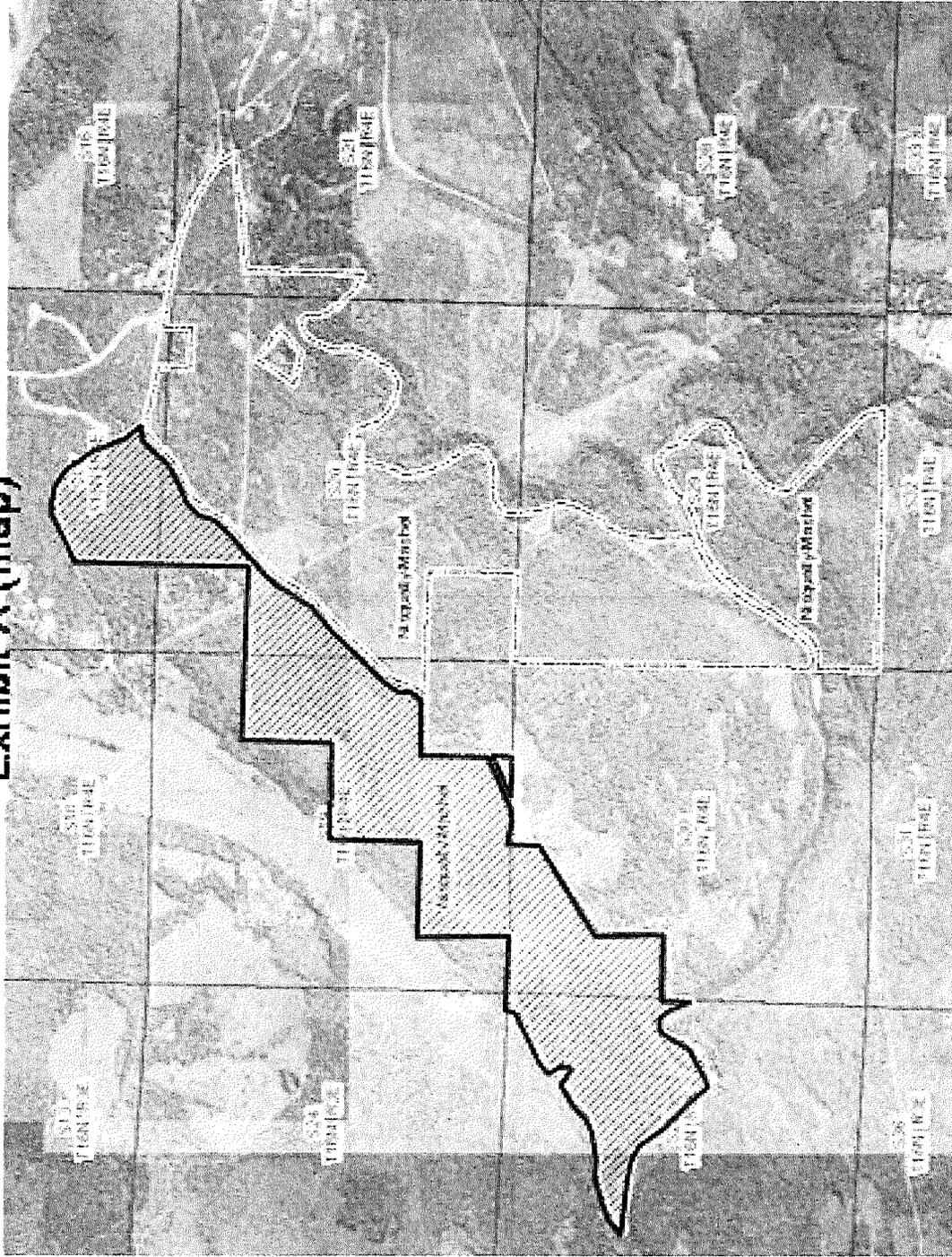
Section 30: Government Lot 1; the North three-quarters (N $\frac{3}{4}$ ) of Government Lot 2; that portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  lying north and west of the following described line:  
Beginning at the quarter section corner on the north line of said Section 30;  
Thence South 0° 37' 10" East 386.93 feet;  
Thence South 42° 29' 01" West 216.60 feet;  
Thence in a southwesterly direction in a straight line to the southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 30

Assessor's Parcel Numbers: 0416173019, 0416194008, 0416201005,  
0416302008, and 0316251001.

All in Pierce County Washington, and additionally shown through **Exhibit A (map)** attached hereto and incorporated by this reference herein.



Exhibit A (map)



140  
30015305

201001120596 3 PGS  
01/12/2010 03:22:21 PM \$64.00  
PIERCE COUNTY, WASHINGTON

AFTER RECORDING MAIL TO:  
State of Washington  
Washington state Parks and Recreation Commission  
1111 Isreal Road SW  
P. O. Box 42650  
Olympia, WA 98504-2650

northpoint escrow + title  
order no. 30015305

Filed for Record at Request of: Northpoint Escrow and Title, LLC  
Escrow Number: 30015305

**Statutory Warranty Deed**

Grantor(s): Weyerhaeuser Real Estate Development Company, a Washington corporation  
Grantee(s): State of Washington, acting by and through The Washington State Parks and Recreation Commission  
Abbreviated Legal: PTN SE SE 17-16-4E  
Assessor's Tax Parcel Number(s): 0416174005

THE GRANTOR Weyerhaeuser Real Estate Development Company, a Washington corporation for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to State of Washington, acting by and through The Washington State Parks and Recreation Commission the following described real estate, situated in the County of Pierce, State of Washington:

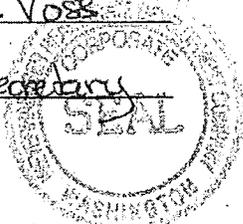
Legal description attached hereto and incorporated herein made reference as exhibit "A"

GRANTOR ACKNOWLEDGES THAT TITLE TO THE PROPERTY IS MARKETABLE AT THE TIME OF THIS CONVEYANCE. THE FOLLOWING SHALL NOT CAUSE THE TITLE TO BE UNMARKETABLE: RIGHTS, RESERVATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS, PRESENTLY OF RECORD AND GENERAL TO THE AREA; EASEMENTS AND ENCROACHMENTS, NOT MATERIALLY AFFECTING THE VALUE OF OR UNDULY INTERFERING WITH GRANTEE'S REASONABLE USE OF THE PROPERTY; AND RESERVED OIL AND/OR MINING RIGHTS.

Document Date: January 5, 2010.

WEYERHAEUSER REAL ESTATE DEVELOPMENT COMPANY

By: [Signature]  
Its: Vice President

By: Marilyn Voss  
Its: Assistant Secretary  


State of Washington

SS:

County of Pierce

On this 5<sup>th</sup> day of January, 2010, before me the undersigned, a Notary Public in and for the State of Washington, duly appointed and sworn personally appeared Scott Danilowitz and Marilyn Voss to me known to be the Vice President and Assistant Secretary, respectively of Weyerhaeuser Real Estate Development 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 (if any) is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

[Signature]  
Notary Public in and for the State of Washington  
Residing at Pierce County  
My Appointment expires: 12/03/13

**Dorothy Churchill**  
**Notary Public**  
**State of Washington**  
**My Comm. Exp. 12-03-13**

NISQUALLY MASHEL  
P-8

64

01/12/2010 03:16:33 PM KYOHN 4228847 2 PGS  
EXCISE COLLECTED: \$783.20 PROC FEE: \$0.00  
AUDITOR  
PIERCE COUNTY, WA TECH FEE: \$5.00

**EXHIBIT "A"**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, LYING SOUTHERLY OF THE CENTERLINE OF NATIONAL PARK HIGHWAY (STATE ROAD 7) AND BETWEEN THE NORTHERLY PROJECTIONS OF THE EAST AND WEST PROPERTY LINES OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, CONVEYED FROM N. C. CHRISTENSEN AND WIFE TO PIERCE COUNTY BY DEED DATED MARCH 31, 1921 AND RECORDED IN BOOK 443, PAGES 588 AND 589, UNDER RECORDING NO. 593773, RECORDS OF PIERCE COUNTY AUDITOR, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 20;  
THENCE IN A WESTERLY DIRECTION ALONG THE NORTH BOUNDARY OF SAID SECTION A  
DISTANCE OF 481.7 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING IN A WESTERLY DIRECTION 607.3 FEET;  
THENCE TURNING AN ANGLE OF 90° TO THE LEFT AND RUNNING IN A SOUTHERLY DIRECTION  
316.0 FEET;  
THENCE TURNING AN ANGLE OF 90° TO THE LEFT AND RUNNING IN AN EASTERLY DIRECTION  
607.3 FEET;  
THENCE TURNING AN ANGLE OF 90° TO THE LEFT AND RUNNING IN A NORTHERLY DIRECTION  
316.0 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

SUBJECT TO AND TOGETHER WITH:

EASEMENT AND MINERAL RESERVATIONS CONTAINED IN RIGHT OF WAY DEED AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: STATE OF WASHINGTON  
PURPOSE: RIGHT OF WAY FOR STATE ROAD  
AREA AFFECTED: THAT PORTION OF SAID PREMISES LYING WITHIN NATIONAL  
PARK HIGHWAY  
RECORDED: MAY 6, 1919  
RECORDING NO.: 522915

EASEMENT EXCHANGE AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: JERRY J. VERMILLION AND DONNA L. VERMILION, HUSBAND AND  
WIFE AND STOW, DEPARTMENT OF TRANSPORTATION  
PURPOSE: INGRESS, EGRESS AND UTILITIES  
AREA AFFECTED: A PORTION OF SAID PREMISES, AS DESIGNATED ON MAP IN  
DOCUMENT  
RECORDED: JUNE 16, 1986  
RECORDING NO.: 8606160331

SAID EASEMENT CONTAINS A COVENANT TO SHARE COST OF CONSTRUCTION,  
MAINTENANCE OR REPAIR OF SAME.

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: MASHELL TELEPHONE COMPANY  
PURPOSE: BURIED AND OVERHEAD TELEPHONE CABLE  
AREA AFFECTED: EASTERLY PORTION OF SAID PREMISES  
RECORDED: DECEMBER 22, 1992  
RECORDING NO.: 9212220441

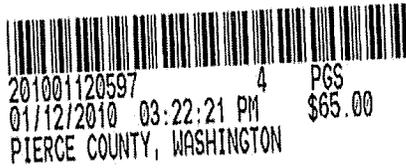
EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: OHOP MUTUAL LIGHT COMPANY  
PURPOSE: BURIED AND OVERHEAD ELECTRIC POWER CABLE  
AREA AFFECTED: EASTERLY PORTION OF SAID PREMISES  
RECORDED: FEBRUARY 3, 1993  
RECORDING NO.: 9302030232

UNRECORDED LEASEHOLDS, IF ANY; RIGHTS OF VENDORS AND HOLDERS OF SECURITY  
INTERESTS ON PERSONAL PROPERTY INSTALLED UPON THE LAND; AND RIGHTS OF TENANTS  
TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM.



② NP  
30015305



**AFTER RECORDING RETURN TO:**  
Washington State Parks and Recreation Commission  
Lands Program  
PO Box 42650  
Olympia, WA 98504-2650  
Attn: Karen Waltenburg

northpoint escrow + title  
order no. 30015305

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

Grantor: State of Washington, acting by and through the Washington State Parks and Recreation Commission

Grantee: State of Washington through the Recreation and Conservation Funding Board

Abbreviated

Legal Desc: Portion of the SE¼ of the SE¼ of S17, T16N, R4E

Tax Parcel #: 0416174005

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 Project Agreement 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 outdoor recreation purposes.

Those purposes are described in the Project Agreement entered into between the Grantor and the Grantee entitled Statewide Inholdings and Adjacent Lands 2008, Project Number 08-1822A, signed by the Grantor on the 6th day of October 2009, and by the Grantee on the 9th day of October 2009, and the application and supporting materials which are on file with the Grantor and the Grantee in connection with the Project Agreement.

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

EXCISE TAX EXEMPT DATE 1-12-10  
Pierce County

NISQUALLY MASHEL  
D-8

By [Signature] Auth. Sig

65

recreation herein granted unless the Grantee 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 Grantee assistance was originally granted will be substituted in the manner provided in RCW 79A.25.100 for marine recreation land, whether or not the real property covered by this deed is marine recreation land. RCW 79A.25.100 reads as follows:

Marine recreation land with respect to which money has been expended under RCW 43.99.080 (recodified as RCW 79A.25.080) 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.

The real property covered by this deed is described in the attached Exhibit A.

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

DATED this 7<sup>th</sup> day of JANUARY, 2010

WASHINGTON STATE PARKS AND  
RECREATION COMMISSION

By Steve Hahn  
Steve Hahn, Lands Program Manager

STATE OF WASHINGTON

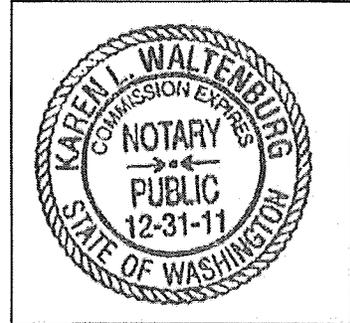
COUNTY OF THURSTON

THIS IS TO CERTIFY that on this 7th day of JANUARY, 2010, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Steve Hahn to me personally known to be the Lands Program Manager of the 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.

Karen I. Waltenburg  
Notary Public in and for the State of Washington,  
residing in Lewis County.

My commission expires: 12-31-11



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

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, LYING SOUTHERLY OF THE CENTERLINE OF NATIONAL PARK HIGHWAY (STATE ROAD 7) AND BETWEEN THE NORTHERLY PROJECTIONS OF THE EAST AND WEST PROPERTY LINES OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON, CONVEYED FROM N. C. CHRISTENSEN AND WIFE TO PIERCE COUNTY BY DEED DATED MARCH 31, 1921 AND RECORDED IN BOOK 443, PAGES 588 AND 589, UNDER RECORDING NO. 593773, RECORDS OF PIERCE COUNTY AUDITOR, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 20;  
THENCE IN A WESTERLY DIRECTION ALONG THE NORTH BOUNDARY OF SAID SECTION A DISTANCE OF 481.7 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING IN A WESTERLY DIRECTION 607.3 FEET;  
THENCE TURNING AN ANGLE OF 90° TO THE LEFT AND RUNNING IN A SOUTHERLY DIRECTION 316.0 FEET;  
THENCE TURNING AN ANGLE OF 90° TO THE LEFT AND RUNNING IN AN EASTERLY DIRECTION 607.3 FEET;  
THENCE TURNING AN ANGLE OF 90° TO THE LEFT AND RUNNING IN A NORTHERLY DIRECTION 316.0 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

2

4376901  
FEB 27 2013

CHICAGO TITLE

201302270632 RJOHNSO 7 PGS  
02/27/2013 02:31:34 PM \$78.00  
AUDITOR, Pierce County, WASHINGTON

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

**AUDITOR'S NOTE**

LEGIBILITY FOR RECORDING AND COPYING UN-  
SATISFACTORY IN A PORTION OF THIS INSTRU-  
MENT WHEN RECEIVED

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

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 SE¼, S19, T16N, R4E and Ptn SW¼, S20, T16N, R4E, W.M. (more  
particularly described in Exhibit "A" (Legal Description) and as depicted in  
Exhibit "B" (Property Map))

Tax Parcel #(s): 0416194004, 0416194005 & 0416203001

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 Nisqually State Park - Acquisitions (Manke  
Property), Project Number 10-1244A, signed by the Grantor on the 22<sup>nd</sup> day of July 2011 and the  
Grantee on the 25<sup>th</sup> day of July 2011 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:

EXCISE TAX EXEMPT DATE 2-27-13  
Pierce County Page 1 of 7

VC

By [Signature] Auth. Sig

7/78

Nisqually P. 9

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.

KC

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.

KC





**EXHIBIT A**  
Legal Description

PARCEL A

The Southeast Quarter of the Southeast Quarter of Section 19, Township 16 North, Range 4 East, Willamette Meridian; except the Southwest Quarter thereof; and, except those portions lying within Medical Springs-Mashel Prairie Road.

PARCEL B

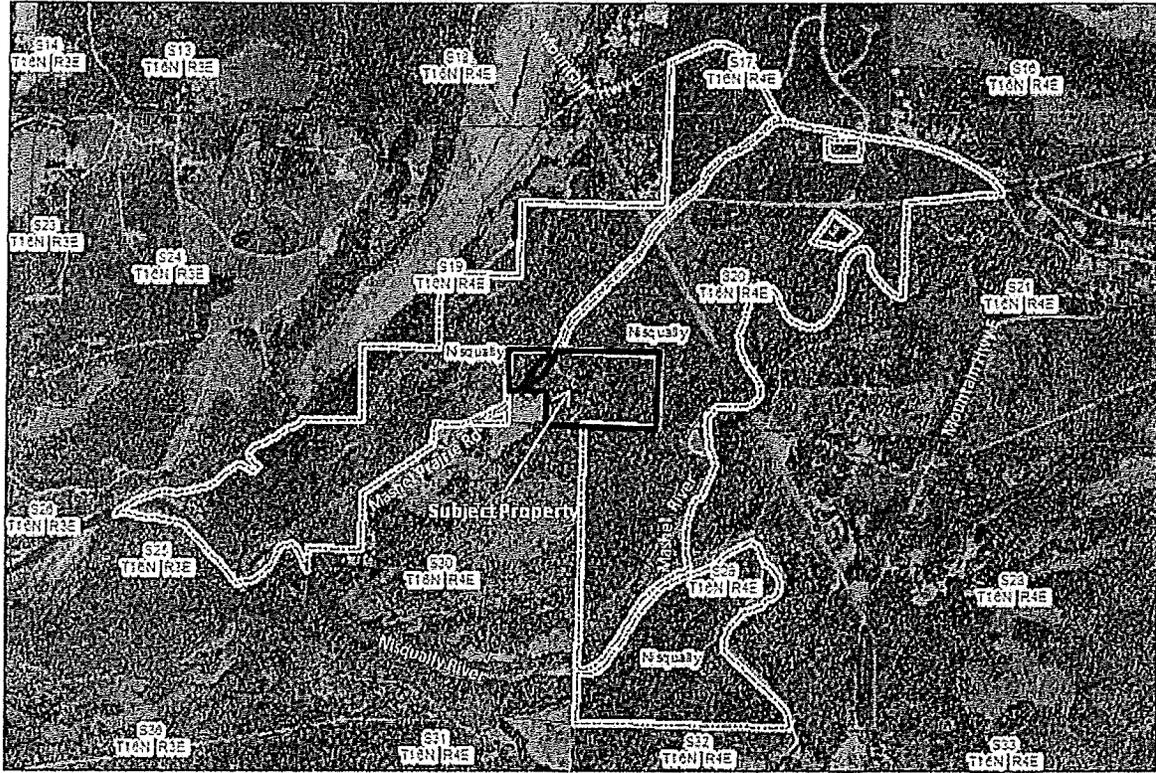
The Southwest Quarter of the Southwest Quarter of Section 20, Township 16 North, Range 4 East, Willamette Meridian; except 40 feet for county road as set forth in that deed recorded under recording number 1242132.

Situate in the county of Pierce, state of Washington.



**EXHIBIT B**  
Property Map

Nisqually State Park – Manke Property



RCO Project # and Name: 10-1244A, Nisqually State Park – Acquisitions  
 Project Sponsor: Washington State Parks and Recreation  
 Date Map Prepared: January 22, 2013

0 1,250 2,500 5,000 Feet  
 NAD83 HARN Washington State Plane South

- Park Boundaries (source: WSPRC)
- Section Township Range (source: WADNR)


 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.

*Kc*

4376907  
FEB 27 2013  
CHICAGO TITLE

201302270631 RJOHNSO 6 PGS  
02/27/2013 02:31:34 PM \$77.00  
AUDITOR, Pierce County, WASHINGTON

WHEN RECORDED RETURN TO  
KAREN EDWARDS/ST WA PARKS AND RECREATION

PO BOX 42650  
OLYMPIA, WA 98504-2650



## CHICAGO TITLE COMPANY

2090472

### STATUTORY WARRANTY DEED

THE GRANTOR(S)  
MANKE TIMBER COMPANY, INC., A WASHINGTON CORPORATION

for and in consideration of  
AS PART ON AN I.R.C. SECTION 1031 TAX DEFERRED EXCHANGE

in hand paid, conveys and warrants to  
STATE OF WASHINGTON, ACTING BY AND THROUGH THE WASHINGTON STATE PARKS AND RECREATION  
COMMISSION

the following described real estate situated in the County of PIERCE State of Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

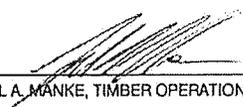
SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO: EXCEPTIONS SET FORTH ON ATTACHED EXHIBIT "C" AND BY THIS REFERENCE MADE A  
PART HEREOF AS IF FULLY INCORPORATED HEREIN.

Abbreviated Legal: PTN. SECTIONS 19 AND 20, T16N,R4E, W.M.

Tax Account Number(s): 0416194004, 0416194005 & 0416203001

Dated: FEBRUARY 21, 2013  
MANKE TIMBER COMPANY, INC.

  
JOEL A. MANKE, TIMBER OPERATIONS MANAGER

MANKE TIMBER COMPANY, INC.

LPB10/KLC/052006

02/27/2013 02:30:19 PM RJOHNSO 4304758 2 PGS  
EXCISE COLLECTED: \$4,628.00 PROC FEE: \$0.00  
AUDITOR  
Pierce County, WASHINGTON TECH FEE: \$5.00

6/75

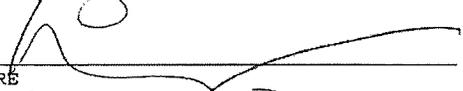
Nisqually  
P-9

STATE OF WASHINGTON  
COUNTY OF Thurston

SS

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT JOEL A. MANKE IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE TIMBER OPERATIONS MANAGER OF MANKE TIMBER COMPANY, INC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: February 26, 2013



NOTARY SIGNATURE

PRINTED NAME: Dana E. Day

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT Lumula

MY APPOINTMENT EXPIRES 11/22/14

**NOTARY PUBLIC**  
State of Washington  
**DANA E. DAY**  
Commission Expires **NOVEMBER 22, 2014**

CHICAGO TITLE COMPANY

EXHIBIT A

Escrow No.: 2090472

LEGAL DESCRIPTION

---

The land referred to is situated in the State of Washington, County of PIERCE, and is described as follows:

PARCEL A:

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER; AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON

EXCEPT MEDICAL SPRINGS-MASHEL PRAIRIE ROAD.

PARCEL B:

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 16 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON

EXCEPT 40 FEET THEREOF FOR COUNTY ROAD, AS EXCEPTED IN TREASURER'S DEED RECORDED UNDER AUDITOR'S FEE NO. 1242132.

## CHICAGO TITLE COMPANY

## EXHIBIT B

Escrow No.: 2090472

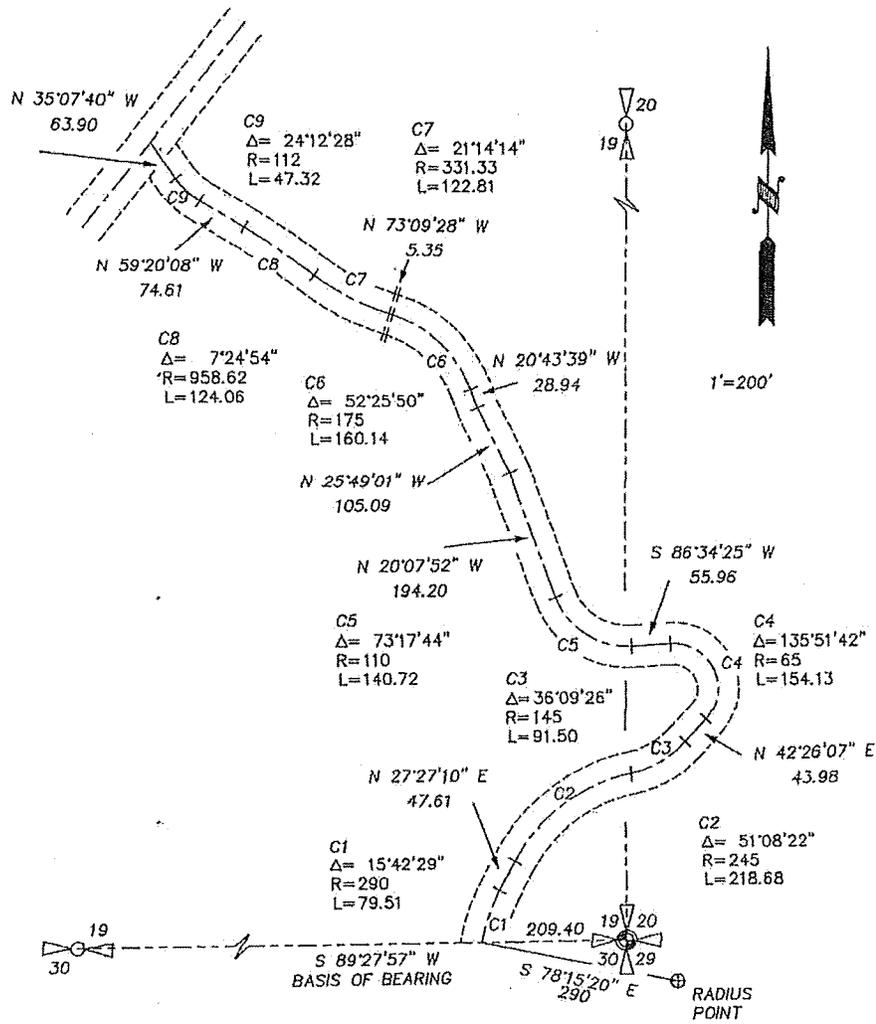
GRANTOR HERBIN RESERVES UNTO HIMSELF, HIS HEIRS AND/OR ASSIGNS THE FOLLOWING:

A perpetual, non-exclusive easement over and across a portion of the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) in Section nineteen (19), AND the Southwest quarter (SW 1/4) of the Southwest quarter (SW 1/4) in Section twenty (20), all in Township sixteen (16) North, Range four (4) East, W.M. for ingress, egress, utility and maintenance purposes, 60 feet wide, being 30 feet on each side of an existing gravel road the centerline of which is more particularly described as follows:

Beginning at the intersection of the centerline of an existing 12 foot wide gravel road with the South line of the Southeast quarter (1/4) of the Southeast quarter (1/4) of said Section nineteen (19) from which the Southeast corner of said Section nineteen (19) Bears N 89°27'57" W along the section line; a distance of 209.40 feet; thence Northerly on a curve, concave easterly the radius point of which bears S 78°15'20" E for 290.00 feet; thence along said curve, through a central angle of 15°42'29" for 79.51 feet; thence N 27°27'10" E for 47.61 feet; to the beginning of a curve, concave southeasterly the radius point of which bears S 62°32'50" E for 245.00 feet; thence along said curve, through a central angle of 51°08'22" for 218.68 feet; to the beginning of a curve, concave northwesterly the radius point of which bears N 11°24'28" W for 145.00 feet; thence along said curve, through a central angle of 36°09'26" for 91.50 feet; thence N 42°26'07" E for 43.98 feet; to the beginning of a curve, concave southwesterly the radius point of which bears N 47°33'53" W for 65.00 feet; thence along said curve, through a central angle of 135°51'42" for 154.13 feet; thence S 86°34'25" W for 55.96 feet; to the beginning of a curve, concave northeasterly the radius point of which bears N 3°25'35" W for 110.00 feet; thence along said curve, through a central angle of 73°17'44" for 140.72 feet; thence N 20°07'52" W for 194.20 feet; thence N 25°49'01" W for 105.09 feet; thence N 20°43'39" W for 28.94 feet; to the beginning of a curve, concave southwesterly the radius point of which bears S 69°16'21" W for 175.00 feet; thence along said curve, through a central angle of 52°25'50" for 160.14 feet; thence N 73°09'28" W for 5.35 feet; to the beginning of a curve, concave northeasterly the radius point of which bears N 16°50'32" E for 331.33 feet; thence along said curve, through a central angle of 21°14'14" for 122.81 feet; to the beginning of a curve, concave southwesterly the radius point of which bears S 38°04'46" W for 958.62 feet; thence along said curve, through a central angle of 7°24'54" for 124.06 feet; thence N 59°20'08" W for 74.61 feet; to the beginning of a curve, concave northeasterly the radius point of which bears N 30°39'52" E for 112.00 feet; thence along said curve, through a central angle of 24°12'28" for 47.32 feet; thence N 35°07'40" W for 63.90 feet; to the as built centerline of Mashel Prairie county road.

Except Mashel Prairie county road.

EXISTING ROAD LOCATION  
IN SECTIONS 19 AND 20  
TWP 16 N, R 4 E, W.M.



CHICAGO TITLE COMPANY

EXHIBIT C

Escrow No.: 2090472

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RESERVATIONS AND EXCEPTIONS CONTAINED IN DEED FROM NORTHERN PACIFIC  
RAILROAD COMPANY:

RESERVING AND EXCEPTING FROM SAID LANDS SO MUCH OR SUCH PORTIONS  
THEREOF AS ARE OR MAY BE MINERAL LANDS OR CONTAIN COAL OR IRON, AND  
ALSO THE USE AND THE RIGHT AND TITLE TO THE USE OF SUCH SURFACE GROUND  
AS MAY BE NECESSARY FOR GROUND OPERATIONS AND THE RIGHT OF ACCESS TO  
SUCH RESERVED AND EXCEPTED MINERAL LANDS, INCLUDING LANDS CONTAINING  
COAL OR IRON, FOR THE PURPOSE OF EXPLORING, DEVELOPING AND WORKING THE  
SAME.

RECORDING NUMBER: 262411

NO DETERMINATION HAS BEEN MADE AS TO THE CURRENT OWNERSHIP OR OTHER  
MATTERS AFFECTING SAID RESERVATIONS.



Don Hoch  
Director

STATE OF WASHINGTON

## WASHINGTON STATE PARKS AND RECREATION COMMISSION

1111 Israel Road S.W. • P.O. Box 42650 • Olympia, WA 98504-2650 • (360) 902-8500

TDD Telecommunications Device for the Deaf: 800-833-6388

[www.parks.state.wa.us](http://www.parks.state.wa.us)

September 24, 2019

Sean Gaffney, Planning Manager  
Pierce County - Planning and Land Services  
2401 South 35<sup>th</sup> Street  
Tacoma, WA 98409-7490

Re: Nisqually State Park Development

Dear Mr. Gaffney,

The Washington State Parks and Recreation Commission (State Parks) is taking steps to develop Nisqually State Park. The planning phase includes a required “predesign” report that considers several development alternatives with the primary focus on initial phases of development. State Parks met with Pierce County Planning and Land Services (PALS) on August 6, 2019 to discuss this initial phase of the project. Prior to the meeting, it was discovered that the park had been rezoned by Pierce County to Agricultural Resource Lands (ARL). State Parks met with PALS again on September 5, 2019 to discuss this zoning change.

As discussed at the September 5<sup>th</sup> meeting, the Pierce County Comprehensive Plan Goal LU-84.1.4 provides sections with criteria for excluding properties from the ARL designation under certain circumstances, one of which is LU-84.1.4.6 that states, “Properties owned by governmental agencies prior to the effective date of the 2015 Comprehensive Plan Update for public use as identified in a Capital Facilities Plan adopted as part of the Pierce County Comprehensive Plan or adopted long-range planning document.” The following is an explanation of such documentation.

State Parks has been acquiring land for the park since 1991. The majority of the land (all but the first parcel) was acquired using grant funds from the Recreation and Conservation Office (RCO). When acquiring land with grant funds from RCO, State Parks is required to record a “Deed of Right” on the acquired property, one of which is attached. I’ll call attention to some language in said Deed of Right: In the first paragraph “...grants to the State of Washington as the representative of all the people of the State, the right to use the real property forever for the outdoor recreation purposes...”, and in the second paragraph “The Grantor will not make or permit to be made any use of the real property which is inconsistent with the right to use public outdoor recreation herein granted...” The “herein granted” verbiage in the Deed of Right is directly tied to the “Description of Project” in the agreement between State Parks and RCO. The description of those grant agreements for lands acquired by State Parks over the last 25+ years using RCO grant funds is attached with the “Description of Project” highlighted.

RCO Manual 7, Long-Term Obligations

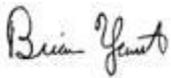
([https://rco.wa.gov/documents/manuals&forms/Manual\\_7.pdf](https://rco.wa.gov/documents/manuals&forms/Manual_7.pdf)) says that it is State Parks' responsibility as the grant recipient to comply with the terms and conditions of the RCO agreement, which agreement specifically states the "Description of Project". If State Parks does not adhere to the "Description of Project" for each of these properties acquired with these grant funds, RCO could find these properties not in compliance or declare them as conversions.

In addition, State Parks went through a public process in 2009 to complete a park master plan with an emphasis on this park becoming a major developed state park with picnicking, camping, group camps, along with managed river access and interpretation. The plan states how Nisqually State Park is wonderfully positioned to provide outdoor recreation and environmental education to meet the demands of visitors from an expanding regional, statewide, national and even international population. This plan, attached, was approved by the State Parks Commission in 2010 and incorporated into State Parks' Capital Plan.

Finally, I've attached a map of the park. The map shows park and parcel boundaries, as well as the current zoning.

I want to thank you for working with State Parks on this issue. If your staff would like any additional information, they can contact me via email at [brian.yearout@parks.wa.gov](mailto:brian.yearout@parks.wa.gov) or by phone at (360) 725-9763.

Sincerely,



Brian Yearout, Capital Project Manager  
Washington State Parks & Recreation Commission

Attachments

Cc: Peter Herzog, Assistant Director of Parks Development  
Todd Tatum, Business Development Manager

Project Sponsor: State Parks & Recreation Commission

Project Number: 91-852A

Project Title: Nisqually/Mashel Ph. 2

Approval Date: 3/23/1990

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## A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and State Parks & Recreation Commission (Sponsor, and primary Sponsor), PO Box 42650, Olympia, WA 98504-2650, and shall be binding on the agents and all persons acting by or through the parties. The Primary Sponsor's Data Universal Numbering System (DUNS) Number is 808883482.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter into any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Section J.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11. PROJECT REIMBURSEMENTS).

## B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## C. DESCRIPTION OF PROJECT

This agreement purchased 80 acres at the confluence of the Mashel and Nisqually Rivers just north of La Grande, near Eatonville. Historically used for overnight camping, the site offers excellent views of Mt. Rainier and will become a major state park.

## D. PERIOD OF PERFORMANCE

The period of performance begins on April 27, 1990 (project start date) and ends on March 31, 1999 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: LONG-TERM OBLIGATIONS.

## E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office Agreement are hereby incorporated by reference as part of this Agreement.

## F. LONG-TERM OBLIGATIONS

For this acquisition project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see the Long-Term Obligations Of The Project

Project Sponsor: State Parks & Recreation Commission

Project Number: 92-527A

Project Title: Nisqually/Mashel, 1994

Approval Date: 7/29/1993

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## A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and State Parks & Recreation Commission (Sponsor, and primary Sponsor), PO Box 42650, Olympia, WA 98504-2650, and shall be binding on the agents and all persons acting by or through the parties. The Primary Sponsor's Data Universal Numbering System (DUNS) Number is 808883482.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter into any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Section J.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11. PROJECT REIMBURSEMENTS).

## B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## C. DESCRIPTION OF PROJECT

This 160-acre acquisition further supports a planned state park on the Mashel Prairie, along the Nisqually and Mashel Rivers. The site is planned for camping, picnicking, group camp, river access, and interpretation.

## D. PERIOD OF PERFORMANCE

The period of performance begins on August 13, 1993 (project start date) and ends on June 30, 1997 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: LONG-TERM OBLIGATIONS.

## E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office Agreement are hereby incorporated by reference as part of this Agreement.

## F. LONG-TERM OBLIGATIONS

For this acquisition project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see the Long-Term Obligations Of The Project Sponsors section) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding

Project Sponsor: State Parks & Recreation Commission

Project Number: 93-804A

Project Title: Nisqually/Mashel, 1992

Approval Date: 7/1/1991

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## A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and State Parks & Recreation Commission (Sponsor, and primary Sponsor), PO Box 42650, Olympia, WA 98504-2650, and shall be binding on the agents and all persons acting by or through the parties. The Primary Sponsor's Data Universal Numbering System (DUNS) Number is 808883482.

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Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter into any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Section J.

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For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11. PROJECT REIMBURSEMENTS).

## B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## C. DESCRIPTION OF PROJECT

The purpose of this acquisition is for the addition of approximately 600 acres along the Nisqually and Mashel Rivers to continue creation of a site for a major state park facility, including camping and river access. The area currently lacks such facilities.

## D. PERIOD OF PERFORMANCE

The period of performance begins on August 30, 1991 (project start date) and ends on November 30, 2000 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: LONG-TERM OBLIGATIONS.

## E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office Agreement are hereby incorporated by reference as part of this Agreement.

## F. LONG-TERM OBLIGATIONS

For this acquisition project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see the Long-Term Obligations Of The Project

Project Sponsor: State Parks & Recreation Commission

Project Number: 98-1073A

Project Title: Nisqually Mashel - Phase 5

Approval Date: 7/18/1999

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## A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and State Parks & Recreation Commission (Sponsor, and primary Sponsor), PO Box 42650, Olympia, WA 98504-2650, and shall be binding on the agents and all persons acting by or through the parties. The Primary Sponsor's Data Universal Numbering System (DUNS) Number is 808883482.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter into any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Section J.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11. PROJECT REIMBURSEMENTS).

## B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## C. DESCRIPTION OF PROJECT

This project is a continuation of the phased acquisition of the north side of the Mashel River. The acquisition will allow for development of a major destination park on the Mashel Prairie.

## D. PERIOD OF PERFORMANCE

The period of performance begins on September 1, 1999 (project start date) and ends on March 31, 2004 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: LONG-TERM OBLIGATIONS.

## E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office Agreement are hereby incorporated by reference as part of this Agreement.

## F. LONG-TERM OBLIGATIONS

For this acquisition project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the funding board. It is the intent of the funding board's conversion policy (see the Long-Term Obligations Of The Project Sponsors section) that all lands acquired and/or facilities and areas developed, renovated, or restored with funding

Project Sponsor: State Parks & Recreation Commission

Project Number: 00-1453A

Project Title: Nisqually Mashel - Phase 6

Approval Date: 7/18/2001

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## A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and State Parks & Recreation Commission (Sponsor, and primary Sponsor), PO Box 42650, Olympia, WA 98504-2650, and shall be binding on the agents and all persons acting by or through the parties. The Primary Sponsor's Data Universal Numbering System (DUNS) Number is 808883482.

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Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter into any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Section J.

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For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11. PROJECT REIMBURSEMENTS).

## B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## C. DESCRIPTION OF PROJECT

The area surrounding the confluence of the Mashel and Nisqually Rivers has been included in the Nisqually River Management Plan as the prime site for a state park. This is the latest in a series of phased acquisitions required to establish the land base for the park. The project will acquire three separate parcels to provide sites for river access, day use, camping, and administrative facilities.

## D. PERIOD OF PERFORMANCE

The period of performance begins on December 30, 2001 (project start date) and ends on July 30, 2004 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: LONG-TERM OBLIGATIONS.

## E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office Agreement are hereby incorporated by reference as part of this Agreement.

## F. LONG-TERM OBLIGATIONS

For this acquisition project, the sponsor's on-going obligations shall be in perpetuity and shall survive the completion/termination of this Project Agreement unless otherwise identified in the Agreement or as approved by the

**Project Sponsor:** State Parks & Recreation Commission

**Project Number:** 02-1197A

**Project Title:** Nisqually-Mashel - 03-05 Acquisition

**Approval Date:** 7/11/2003

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## A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and State Parks & Recreation Commission (Sponsor, and primary Sponsor), PO Box 42650, Olympia, WA 98504-2650, and shall be binding on the agents and all persons acting by or through the parties. The Primary Sponsor's Data Universal Numbering System (DUNS) Number is 808883482.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter into any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Section J.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11. PROJECT REIMBURSEMENTS).

## B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## C. DESCRIPTION OF PROJECT

This project will purchase commercial forest land within the proposed boundary of the Nisqually Mashel State Park. The property includes both uplands and riparian lands north of the Nisqually River, near the confluence with Ohop Creek.

Expanded opportunities resulting from this acquisition may include trails, walk-in camping areas, and general habitat preservation.

## D. PERIOD OF PERFORMANCE

The period of performance begins on September 22, 2003 (project start date) and ends on September 30, 2005 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: LONG-TERM OBLIGATIONS.

## E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office Agreement are hereby incorporated by reference as part of this Agreement.

**Project Sponsor:** State Parks & Recreation Commission

**Project Number:** 10-1244A

**Project Title:** Nisqually State Park - Acquisitions

**Approval Date:** 6/22/2011

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## A. PARTIES OF THE AGREEMENT

This Funding Board Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and State Parks & Recreation Commission (Sponsor, and primary Sponsor), PO Box 42650, Olympia, WA 98504-2650, and shall be binding on the agents and all persons acting by or through the parties. The Primary Sponsor's Data Universal Numbering System (DUNS) Number is 808883482.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Per the Applicant Resolution/Authorizations submitted by all sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project, including but not limited to, full authority to: (1) sign a grant application to the funding board for grant assistance, (2) enter into this project agreement on behalf of the Sponsor(s) (including indemnification and waiver of sovereign immunity, if applicable, as provided therein), (3) enter into any amendments thereto on behalf of the Sponsors, and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all sponsors, unless otherwise allowed in Section J.

If a Sponsor wishes to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization, the Sponsor has the obligation to provide to RCO in writing a new Applicant Resolution/Authorization signed by its governing body. Unless a new Applicant Resolution/Authorization has been provided, RCO will be entitled to rely upon the fact that the current Authorized Representative/Agent has the authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (see Section 11. PROJECT REIMBURSEMENTS).

## B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Outdoor Recreation Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## C. DESCRIPTION OF PROJECT

State Parks will use this grant to acquire approximately 70 acres within the long term boundary of Nisqually State Park located near Eatonville in Pierce County. Acquiring this property helps to consolidate Parks ownership within the park boundary.

## D. PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2011 (project start date) and ends on June 30, 2015 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The Sponsor must request extensions of the period of performance at least 60 days before the project end date.

The Sponsor has obligations beyond this period of performance as described in Section F: LONG-TERM OBLIGATIONS.

## E. STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office Agreement are hereby incorporated by reference as part of this Agreement.

## F. LONG-TERM OBLIGATIONS

For this acquisition project, the sponsor's on-going obligations shall be in perpetuity and shall survive the