STATE OF WASHINGTON
PARKS AND RECREATION COMMISSION
Don Hoch, Director

Seashore Conservation Area
Drainage/Bio-swale Easement and Agreement # E444444PAC1

THIS AGREEMENT is made this ____ day of _____, 2016, between the State of Washington, acting through the WASHINGTON STATE PARKS AND RECREATION COMMISSION, as grantor (hereafter "State") and **Pacific County Department of Public Works on behalf of Flood Control Zone District No. 1**, (hereafter "Grantee").

AUTHORITY

State is acting under those authorities granted to State and described under RCW 79A.05.070, and Washington State Parks and Recreation Commission action of September 16, 2013. The easement granted hereunder is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to observe and perform faithfully and fully (collectively, the "Agreement").

1.0 EASEMENT

1.1 Conveyance. State, for the consideration described in Section 1.4 Consideration below, hereby conveys to Grantee a non-exclusive, non-divisible easement over a parcel of land in Pacific County legally described as set forth in Exhibit A and located approximately as shown on Exhibit B (hereafter "Easement Area").

1.2 Access. State conveys to Grantee a non-exclusive, non-divisible easement for the purpose of access to the Easement Area. This Access Easement shall be considered part of the Easement Area and is legally described as set forth in Exhibit A and located approximately as shown on Exhibit B. State will at all times have the right to erect fences on, over or across the Easement Area or any part thereof and to occupy the Easement Area with State's facilities and equipment; provided, however, that State provides alternate access points to Grantee.

1.3 Term. This easement shall be for a term of forty (40) years from the date of last signature unless earlier terminated as set forth herein.

1.4 Consideration – Lump Sum Payment.

Grantee shall pay the sum of $400.00 as consideration for the easement granted herein. Payment shall be due upon execution of this Agreement by Grantee; this Agreement shall not be valid until payment is made to State.

1.5 Appurtenant Easement. The easement granted herein shall be deemed appurtenant to real property in Pacific County, Washington, located approximately as shown in Exhibit B and legally described as set for in Exhibit A, attached hereto and by this reference incorporated herein, and known as the **Plat of Orth's View Tract No. 2** (hereinafter "Benefited Parcel"). The rights attaching to the Benefited Parcel are indivisible. Should the Benefited Parcel be subsequently subdivided or parcelized, owners of additional parcels shall not be entitled to exercise the rights granted herein.

1.6 Title/Disclaimer. The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by State affecting the property subject to this Agreement. Further, State does not warrant or imply that the Easement Area is suitable for Grantee's intended use.

2.0 PURPOSE AND SCOPE OF EASEMENT

2.1 Permitted Use. The easement granted pursuant to this Agreement is for the purpose of and is limited to constructing, installing, operating, maintaining, repairing, replacing, and using Easement Area for **drainage/bio-swale** ("Facilities" herein) subject to Grantee obtaining and at all times possessing all applicable federal, state and local permits and to serve only the Benefited Parcel. Grantee may not expand, change or modify the purpose or scope of the easement granted herein without State's prior written consent, which shall be at its sole discretion and shall be subject to applicable fees according to State's fee schedule. Any unauthorized use of the Easement Area shall be considered a material breach of this Agreement and may be the basis for termination pursuant to paragraph 6.10 Breach or Default. No use will be deemed authorized unless approved in advance in writing by State.

2.2 Grantee's Use and Activities. Grantee shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with State's use of the Easement Area and adjoining park property for park purposes. Grantee shall at all times conduct its activities on the Easement Area so as not to interfere with, obstruct or endanger the public or State's operations or facilities.

3.0 RESERVATIONS

3.1 Reservations to State. State reserves all ownership of the Easement Area and resources thereon (including timber) and the right of use for any purpose including, but not limited to, the right to remove resources within the Easement Area; the right at all times to cross and re-cross the Easement Area at any place on grade or otherwise; and the right to use, maintain, patrol, reconstruct or repair the Easement Area so long as any such action by State does not unreasonably interfere with Grantee's rights. Control of park gates, roads and lands shall remain with State at all times. State may grant to third parties any and all rights reserved, including easements and leases, so long as any such right granted to any third party, or the exercise thereof, does not unreasonably interfere with the Grantee's rights. In the event State elects to exercise rights provided by this reservation, including future grants to third parties, State shall give written notice to Grantee of such election.

3.2 Use of Area by State. Grantee has been advised and is aware that (a) State is using or intends to use the Easement Area and adjoining park property for recreational park purposes; (b) new park facilities may be constructed in addition to or in replacement of such facilities already existing; and (c) construction of such new facilities may require the installation of roads and other fixtures or improvements over, upon, across and under the Easement Area, and, in addition, may require the location of structures with permanent foundations within the Easement Area.

Nothing herein prevents or precludes State from undertaking construction, installation and use of the Easement Area and adjoining park property, and State will not be liable to Grantee or any other party for loss or injury resulting from any damage or destruction of Grantee's Facilities directly or indirectly caused by State's use of the Easement Area, adjoining park property, or State's facilities on the Easement Area or adjoining park property, excepting for loss or injury which results solely from State's failure to exercise reasonable care not to damage or destroy Grantee's Facilities.

Further, State shall not be liable to Grantee for any increased cost to Grantee of maintenance, repair or replacement of its Facilities due to State's use and development of the property.

4.0 INSURANCE, WASTE AND ENVIRONMENTAL LIABILITY

4.1 INSURANCE. Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

4.2 General Liability Insurance. CONTRACTOR shall maintain commercial general liability insurance with at least as broad as Insurance Services Office form CG 00 0, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

4.3 Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.

4.4 Workers' Compensation Insurance. CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

4.5 Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The CONTRACTOR must name the COUNTY as an additional insured. The CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR's liability insurance policy shall so state.

4.6 Waste. Grantee shall not cause or permit any filling activity to occur in or on the Easement Area, except as approved in advance in writing by State. Grantee shall not deposit refuse, garbage, or other waste matter in or on the Easement Area.

4.7 Hazardous Substances. Grantee shall not, without State's prior written consent, use, store, generate, process, transport, handle, treat, release, or dispose of any hazardous substance or other pollutants in or on the Easement Area. The term hazardous substance means any substance or material as those terms are now or are hereafter defined or regulated under any federal, state, or local law including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et. seq.), or the Washington Model Toxic Control Act (MTCA, RCW 70.105D). Grantee shall immediately notify State if Grantee becomes aware of any release or threatened release of a hazardous substance or other pollutant on the Easement Area or adjoining property. If a release of hazardous substance or other pollutant occurs in, on, under, adjacent to or above the Easement Area or adjacent property arising out of any action of Grantee, its contractors, subcontractors, invitees, agents, employees, licensees, or permittees, Grantee shall, at Grantee's sole expense, promptly take all actions necessary or advisable to clean up, contain, and remove the hazardous substance or other pollutant in accordance with applicable laws. Any cleanup shall be performed in a manner approved in advance in writing by State, except in emergency situations Grantee may take reasonable and appropriate actions without advance approval.

5.0 CONSTRUCTION, OPERATION AND MAINTENANCE

5.1 Plan of Development. At least thirty (30) days prior to any development or the construction of any and all Facilities, Grantee shall submit a completed Plan of Development to the Capital Projects Program Manager at State for his/her written approval and verification. State's approval will be contingent upon acceptance of the Plan of Development by the applicable authorities. The Plan of Development shall include, without limitation, the following:

a) Map showing areas to be developed, file reference #E444444PAC1, location of Facilities and location of utility and other easements;

b) Land clearing, leveling and erosion control plans;

c) Specific physical characteristics, technical specifications and components of Facilities;

d) Schedule of completion dates for Facilities components; and

e) Detailed description of activities to be conducted in the Easement Area.

No construction, reconstruction or development of any kind may take place within the Easement Area prior to State's written approval of the Plan of Development and verification that Grantee has obtained all applicable permits. State will notify Grantee in writing of its verification of permits and approval of the Plan of Development. Nothing in this Agreement shall be deemed to impose any duty or obligation on State to determine the adequacy or sufficiency of Grantee's Plan of Development or to ascertain whether Grantee's construction is in conformance with the Plan of Development and Facilities Specifications approved by State.

During construction and maintenance, Grantee shall minimize soil erosion and damage to soil. Grantee's equipment shall not be operated when ground conditions are such that excessive soil damage or erosion will occur.

In case of incomplete improvements or development, Grantee shall restore the Easement Area to its original condition, if State determines it to be in the best interest for managing the Easement Area.

5.2 Unauthorized Improvements. All improvements not included in the original permitted use of the Easement Area, or as otherwise approved in advance in writing by State, are prohibited and may be cause for termination under paragraph 6.9 Breach or Default. Improvements placed within the Easement Area without State's prior written consent shall immediately become the property of State or at State's option, may be required to be removed by Grantee at Grantee's sole cost.

5.3 Timber and Vegetation Removal. Except as required by paragraph 5.8, Weed Control, no timber or other vegetation may be cut or removed without the prior written consent of and compensation to State according to the policies of the Washington State Parks and Recreation Commission. If Grantee cuts or removes timber or vegetation, all subsequent growth shall belong to State. Grantee shall not eradicate by broadcast brush spraying, or other methods of removal, any timber or vegetation on the Easement Area. Grantee shall take all reasonable precautions to protect timber and vegetation. Any damage to timber or vegetation not previously authorized by State shall be paid for by Grantee at triple the appraised value as determined by State. In the event Grantee injures or damages timber or vegetation while responding to an emergency such as, but not limited to, a fire, flood, or Facilities failure, or necessary repair to the Facilities, Grantee shall immediately thereafter restore the ground to its prior condition, including but not limited to replacement of any such timber or vegetation to State's reasonable satisfaction.

5.4 Damage. Grantee, when exercising the rights granted herein, shall repair or cause to be repaired, at its sole cost and expense, all damage to improvements on State lands occasioned by it, which is in excess of that which it would cause through normal and prudent exercise of such rights.

5.5 Restoration. Upon completion of the work authorized herein, Grantee shall immediately restore the surface of the Easement Area as required by State.

5.6 Survey Markers. Grantee shall not destroy or disturb any survey markers (including but not limited to corner markers, witness objects, or line markers) without State's prior written approval. Markers that must necessarily be disturbed or destroyed during construction shall be adequately referenced and replaced in accordance with all applicable laws of the state of Washington, including but not limited to RCW 58.24, and all State regulations pertaining to preservation of such markers. Grantee shall re-establish such markers using a licensed land surveyor or public official as prescribed by law according to U.S. General Land Office standards at Grantee's sole cost.

5.7 Response to an Emergency. Nothing contained herein shall prevent Grantee from responding to an emergency relating to the Facilities on the Easement Area, provided Grantee immediately provide written notice to State of said action.

5.8 Weed Control. Grantee shall control, at its own cost, all noxious weeds on the Easement Area. Such weed control shall comply with county noxious weed control board rules established under RCW 17.10. Grantee shall be responsible, and shall immediately reimburse State, for any weed control cost incurred as a result of Grantee's failure to control weeds on the Easement Area. All methods of weed control shall be approved in writing by State prior to beginning such activities. Aerial spraying is not permitted.

5.9 Aerial Application. The aerial application of pesticides, insecticides and herbicides is prohibited.

5.10 Wetlands. Grantee shall not cause damage to or conduct any filling of any wetlands without the proper written authorization from the appropriate government agency and without receiving prior written approval from State.

5.11 As-Built Survey. Upon State's request, Grantee shall promptly provide State with as-built drawings showing the location of the Facilities on the Easement Area.

5.12 Work Standards. All work performed by Grantee shall be in accordance with the Plan of Development submitted to and approved by State and shall be completed in a careful and workmanlike manner to State's satisfaction, free of claims or liens. Upon completion of construction, and upon completion of any subsequent work performed by Grantee, Grantee shall remove all debris and restore the surface of the Easement Area as nearly as possible to the condition in which it was at the commencement of work.

5.13 Removal of Improvements and Equipment. All Facilities which remain upon the Easement Area sixty (60) days from the termination or forfeiture of this Agreement, shall become the property of State and be considered a part of the land upon which they are located; provided, however, that any time within sixty (60) days after the termination or forfeiture of this Agreement, Grantee shall be entitled to remove the Facilities; or, State may require Grantee to remove the Facilities, at Grantee's cost. All tools, equipment and other property not permanently affixed upon the land by Grantee shall remain Grantee's property but shall be removed within sixty (60) days after the termination or forfeiture of this Agreement.

5.14 Inspectors. State may appoint one or more representatives to serve as inspectors to oversee work performed by Grantee in the Easement Area. Grantee shall not carry on any work unless it has given such notice thereof as State has requested so as to allow for the presence of State's inspectors. Grantee and its contractors and subcontractors shall promptly and fully comply with all orders and directions of State's inspectors, including without limitation, cessation of work, and Grantee's construction contracts shall so provide. Grantee shall promptly pay State's charge for such inspectors, including salary, lodging and travel expenses.

5.15 Archaeology. In the event archaeological, cultural or historic resources are found or unearthed during any work or construction, Grantee shall comply with the provisions of RCW 27.44 and RCW 27.53 and the rules of the Office of Archaeological and Historic Preservation. Upon discovery of any such resources, Grantee shall stop work and notify State.

5.16 Appearance of the Property. Grantee shall keep the Easement Area in a neat, clean, sanitary and safe condition, and shall keep the Easement Area, the Facilities and all items therein installed by Grantee in good condition, except only for reasonable wear and tear. Grantee shall store all trash, refuse and waste material so as not to constitute a nuisance, in adequately covered containers, which are not visible to the general public.

5.17 Monitoring. Grantee shall test and monitor the Facilities required by the appropriate regulatory authority or by State. Test results shall be submitted to State at State's request. State reserves the right to perform testing at any time on any portion of the Facilities system.

6.0 GENERAL TERMS AND CONDITIONS

6.1 Compliance with Laws and Regulations. Grantee shall comply with all applicable laws, including all federal, state, county and municipal laws, ordinances, and regulations in effect, both current and future, for the design, construction, maintenance, operation or improvement of the Facilities and use of the Easement Area. Grantee shall so comply in a timely manner and at its sole expense.

In addition to compliance with those laws of the state of Washington pertaining to forest protection, Grantee shall comply with any requirements pertaining to burning procedure, blasting, watchman, extra patrol, pumpers, tankers, fire hose, fire tools, etc., which State deems necessary for prevention and suppression of fire resulting from construction operations.

6.2 Ownership and Maintenance of Facilities. The facilities authorized herein shall be continuously owned and maintained by Grantee at Grantee's sole expense.

6.3 Forfeiture. In the event that any portion of the Easement Area is not used by Grantee for the purpose for which it was granted within a period of two (2) years from the day and year first above written, Grantee's rights within the Easement Area shall revert to State, and the Easement Area shall be freed from the easement as fully and completely as if this Agreement had not been entered into; provided, however, an extension of time may be granted upon written request prior to the expiration date of said two (2) year period and upon such additional terms and conditions as may be specified by State; such terms and conditions shall include State's right to modify the consideration due State which shall include, but not be limited to, additional charges for administrative costs and appreciation of land and valuable material.

Should Grantee cease to use the Easement Area for the purposes specified herein for a period of two (2) years, it shall notify State of such nonuse; and the rights granted herein shall revert to State.

6.4 Termination. In the event that this Agreement is terminated for any reason, Grantee's rights within the Easement Area shall immediately revert to State, and the Easement Area shall be freed from the easement as fully and completely as if this Agreement had not been entered into.

6.5 Release and Indemnity. Grantee does hereby release, indemnify and promise to defend and save harmless State from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by State in defense thereof, asserted or arising directly on account of or out of acts or omissions of Grantee and Grantee's servants, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph does not purport to indemnify State against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of State or State's agents or employees.

PROVIDED, that if the claims or damages are caused by or result from the concurrent negligence of (a) State, its authorized agents, officers or employees and (b) Grantee, its authorized agents, contractors or employees, or involves those actions covered by Ch. 4.24.115 RCW, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Grantee or Grantee's authorized agents, contractors or employees.

6.6 Advance By State. If State advances or pays any cost or expense for or on behalf of Grantee, Grantee shall reimburse State the amount paid and shall pay interest on such amount at the rate of one percent (1%) per month, or fraction thereof, until paid.

6.7 Attorney Fees and Venue. In the event the State is required to incur attorney fees and costs to enforce Grantee's obligations under the terms of this agreement, in addition to any other relief to which the State may be entitled, Grantee shall pay to the State its costs and reasonable attorney fees. Venue for any action shall be in Thurston County Superior Court. The laws of the state of Washington shall govern any dispute and the interpretation of this Agreement.

6.8 Notices and Submittals. All notices, demands, and requests required under this Agreement shall be in writing sent by United States registered or certified mail, postage prepaid, and shall be addressed as follows:

If to State:

Washington State Parks and Recreation Commission
Lands Program
P.O. Box 42650
Olympia, WA 98504-2650
Or email **LandProg@parks.wa.gov**
Ph: (360) 902-8500
Fax: (360) 902-8840

If to Grantee:

Pacific County Department of Public Works
211 North Commercial Street
Raymond, WA 98577
360-875-9368

Or at such other place as either party may from time to time designate by written notice to the other.

Notices, demands, and requests served upon State or Grantee as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder three (3) days after such notice, demand, or request shall be so mailed in any post office in the state of Washington.

All notices served upon the State shall refer to file #E444444PAC1 in the subject line of the correspondence.

6.9 Breach or Default. If Grantee breaches or defaults on any undertaking, promise or performance called for herein, State may terminate this Agreement after Grantee has been given thirty (30) days' written notice of the breach or default and (1) such breach or default has not been corrected within such time; or (2) if such breach or default cannot be reasonably corrected within such thirty (30) day period, Grantee has not commenced such correction and thereafter continued same with reasonable diligence. Upon such termination, all Facilities on the Easement Area shall be forfeited and become the property of State subject only to any previously approved waiver of interest or security interest. In addition to the right of termination, State shall have any other remedy available in law or equity. Any Grantee obligations not fully performed upon termination will continue until fully performed. The failure of State to exercise any right at any time will not waive State's right to terminate for any future breach or default. The failure by State to provide notice to Grantee shall not relieve Grantee of its obligations under this Agreement.

By way of specific illustration and not limitation, the occurrence of any of the following events shall be deemed a breach of this Agreement, namely: if Grantee makes an assignment for the benefit of creditors or files a voluntary petition under any bankruptcy act or other law for the relief of debtors; or if an involuntary petition is filed under any bankruptcy act or other law for the relief of debtors; or an order for relief is entered for or against Grantee under any bankruptcy act or other law for the relief of debtors; or if any department of any government or any officer thereof shall take possession of Grantee's business or property. Upon any such occurrence State, at its option, may, in addition to any other remedy available at law or equity or hereunder, terminate this Agreement by notice to Grantee and upon such termination Grantee shall quit and surrender the Easement Area to State, but Grantee shall remain liable as provided by this Agreement.

6.10 Force Majeure. Grantee's failure to comply with any of the obligations under this Agreement shall be excused only if due to causes beyond Grantee's control and without the fault or negligence of Grantee, including acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

6.11 Amendments. Any amendments, revisions, supplements, or additions to this Agreement or the attached exhibits shall be made in writing, executed by the parties hereto, and neither State nor Grantee shall be bound by verbal or implied agreements.

6.12 Discrimination. Grantee shall not conduct or suffer any business upon the Easement Area which unlawfully discriminates against any person on the basis of race, color, creed, religion, sex, age, or physical or mental handicap.

6.13 Emergency Action. State may take such emergency action as is necessary to protect the public health, safety and welfare, including, but not limited to, temporary closing or otherwise restricting Grantee's use of the Easement Area. Grantee understands that it shall have no recourse against State for any losses incurred as a result of State's taking such action.

6.14 Interpretation. This Agreement has been submitted to the scrutiny of all parties hereto and their counsel if desired, and shall be given a fair and reasonable interpretation in accordance with the words hereof, without consideration or weight being given to its having drafted by any party hereto or its counsel.

6.15 Non-Waiver. No failure of State to insist upon the strict performance of any provision of this Agreement shall be construed as depriving State of the right to insist on strict performance of such provision or any other provision in the future. No waiver by State of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by State.

6.16 Remedies Cumulative. The specified remedies to which State may resort under this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which State may lawfully be entitled in case of any breach or threatened breach by Grantee.. In addition to the remedies provided in this Agreement, State shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the terms and conditions of this Agreement.

6.17 Severability. If any term of this Agreement or the application thereof to any person or circumstance is found to be to any extent invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and be enforced as written to the fullest extent permitted by law.

6.18 State's Consent. Except in the case of assignment and purpose of the easement, State shall not unreasonably withhold its consent where such consent is expressly provided for in this Agreement.

6.19 Recording. Upon full execution, Grantee shall promptly record this Agreement in Pacific County and shall provide a copy of the recorded Agreement to State.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

GRANTEE

By _____

Name _____

Title _____

WASHINGTON STATE PARKS AND RECREATION COMMISSION

By _____
Peter Herzog, Assistant Director
Under Commission delegated authority of September 26, 2013

Approved as to form only:

BOB FERGUSON
Attorney General

By /s/Mark Schumock 8/28/2003
MARK SCHUMOCK
Assistant Attorney General

GRANTEE'S ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of)

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

WITNESS my hand and official seal this _____day of _____, 20___.

_____
Notary Public in and for the State of Washington
residing at _____
My commission expires _____

WASHINGTON STATE PARKS & RECREATION COMMISSION ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss.
County of THURSTON)

THIS IS TO CERTIFY that on this day, before me the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared _____ to me known to be the _____ of the **Washington State Parks and Recreation Commission** that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said Commission, for the uses and purposes therein mentioned, and on oath stated that _____ was authorized to execute the said instrument.

WITNESS my hand and official seal this _____day of _____, 20___.

_____
Notary Public in and for the State of Washington
residing at _____
My commission expires _____

EXHIBIT A

LEGAL DESCRIPTION OF EASEMENT AREA

A portion of the Sea Shore Conservation area just west of the Plat of Orth's View Tract No. 2 in Section 21 Township 11N Range 11W WM Pacific County Washington

Situated in Pacific County, WA

EXHIBIT B

MAP OF EASEMENT AREA

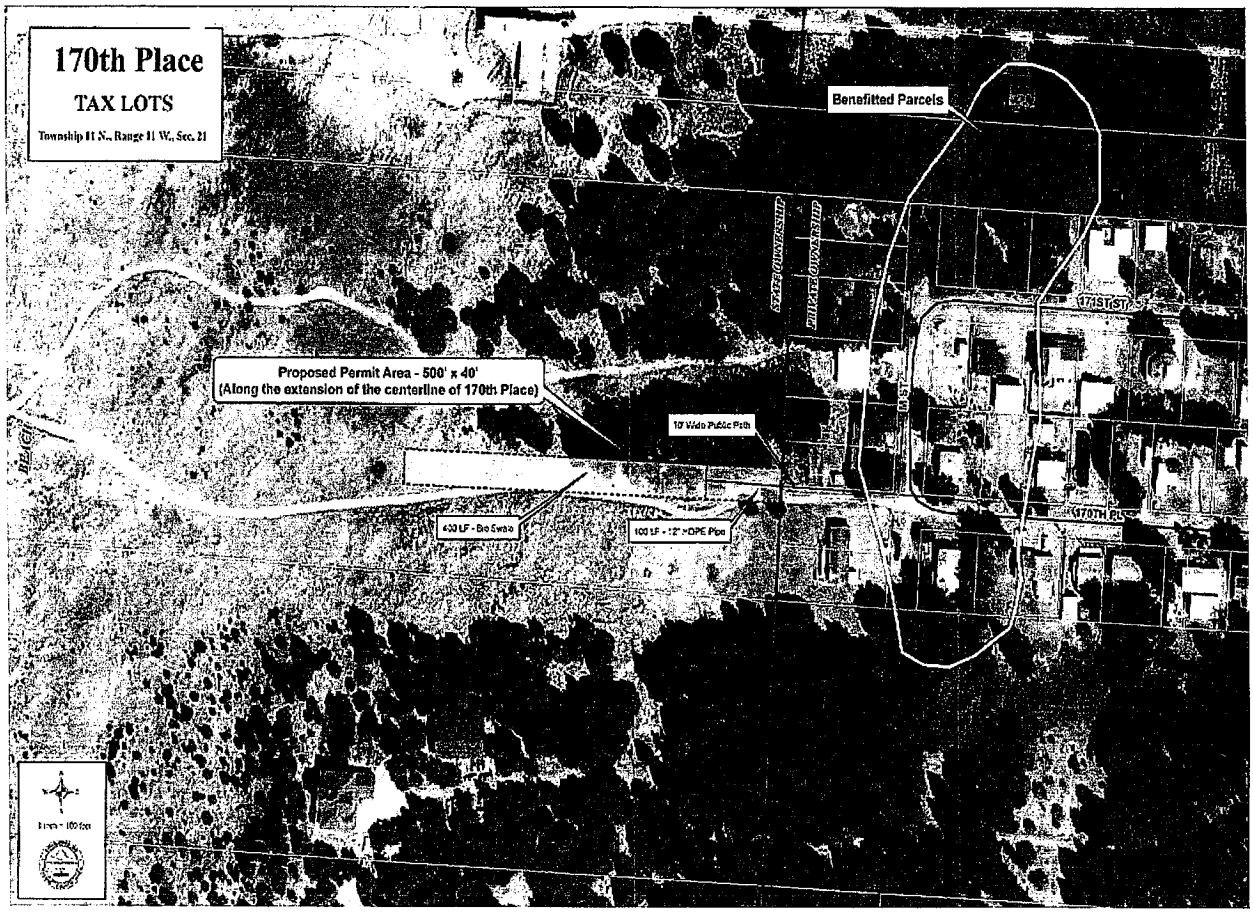
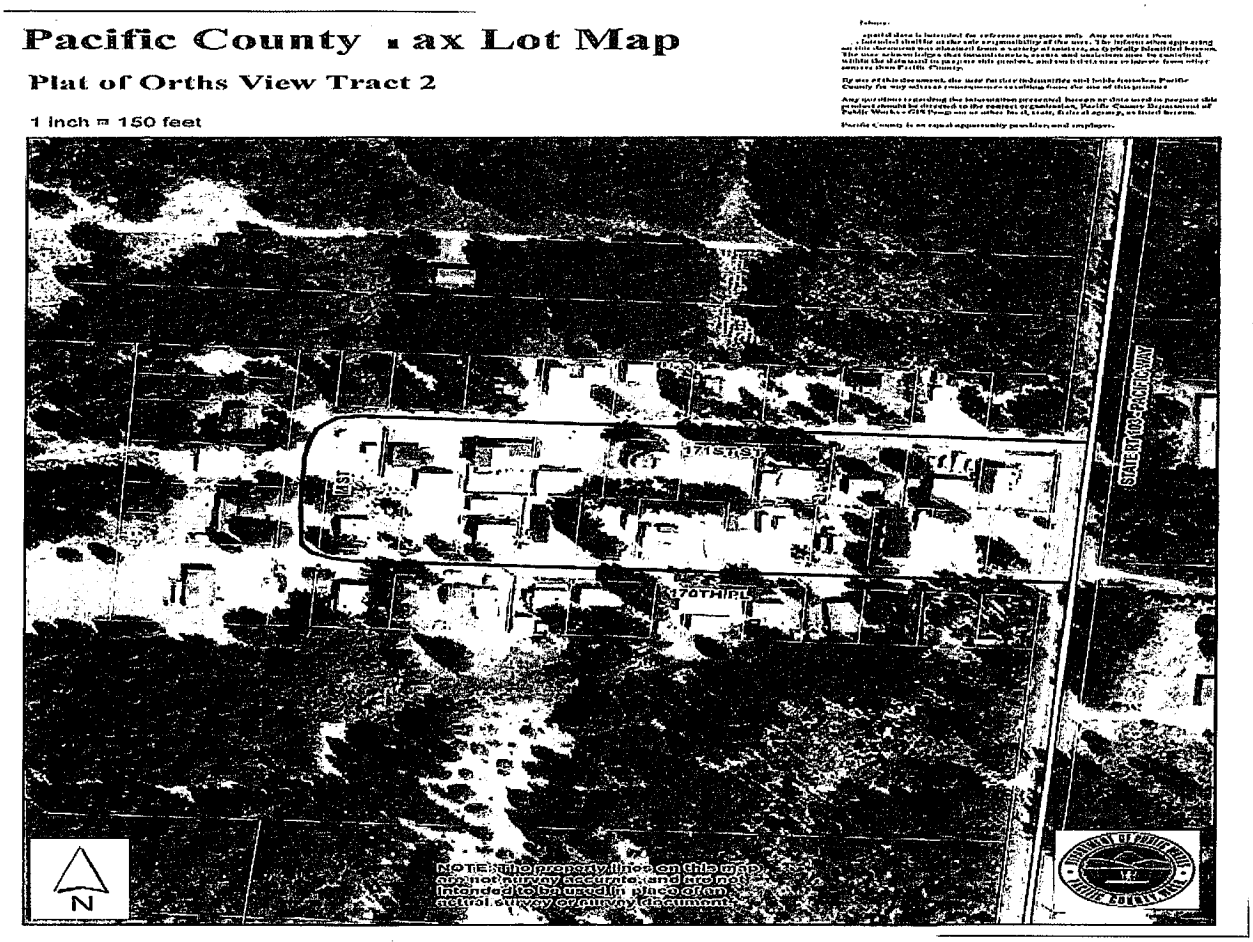


EXHIBIT C

BENEFITED PROPERTY



M:\Projects\Seashore Conservation Area\RPA\Easements\E444444PAC1\Easement171Place 07-19-2016.docx