

STATE OF WASHINGTON, PARKS AND RECREATION COMMISSION
Don Hoch, Director

DECEPTION PASS STATE PARK
RIGHT OF ENTRY PERMIT # P452500DOE1

THIS PERMIT is made this 11th day of November, 2013, between the STATE OF WASHINGTON, WASHINGTON STATE PARKS AND RECREATION COMMISSION (Grantor, herein), and WASHINGTON STATE DEPARTMENT OF ECOLOGY ("Grantee" herein).

In consideration of mutual benefits and in consideration of the performance by Grantee of the covenants, terms and conditions hereinafter set forth, Grantor hereby conveys to Grantee a nonexclusive, non-divisible permit. This permit authorizes the use of parkland for the purpose of:

For vehicle and/or equipment staging at the upper parking lot area, with all connections and appurtenances thereto (herein "Facilities"), across, along, in, upon and under Grantor's property described and shown in Exhibits "A" and "B" attached hereto and by this reference made a part hereof. The terms "area" and "use area" in this instrument refer to State's property as described and shown in Exhibits "A" and "B".

Following review, staff has determined that the granting of this permit is exempt from the State Environmental Policy Act of 1971 under WAC 197-11-800(5)[c]. Consequently, no SEPA document is required prior to execution of this permit.

This permit is granted under authority of RCW 79A.05.070(5) and Commission authority of August 7, 2012. It is granted subject to and conditioned upon the following terms, conditions and covenants which Grantee hereby promises to faithfully and fully observe and perform.

1. **Term of Permit.** This permit is valid for a period of six (6) months or portions thereof from the date of signature and may be renewed upon mutual written consent.
2. **Coordination of Activities.** Grantee shall coordinate the dates of its construction and other major activities on Grantor's property with the Deception Pass State Park Manager, or such other employee of Grantor as Grantor may from time to time designate, and Grantee shall provide said employee with at least three (3) days' prior notice of its intent to enter upon State's property to commence such activity; PROVIDED, HOWEVER, that in the event of an emergency requiring immediate action by Grantee for the protection of its facilities or other persons or property, Grantee may take such action upon such notice to Grantor as is reasonable under the circumstances.

3. **Access by Grantor during Construction.** Grantee shall make provisions satisfactory to Grantor for continued access by Grantor along, over and across the use area during periods in which Grantee is conducting construction or other activities.
4. **Compliance with Laws and Rules.** Grantee shall at all times exercise its rights herein in accordance with the requirements (as from time to time amended) and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.
5. **Tree Removal.** No trees are to be cut or removed from Grantor's property without prior approval of the Grantor according to the policies of the Washington State Parks and Recreation Commission or as described in Grantee's plans.
6. **Control of Park Gates, Roads and Lands.** Control of park gates, roads and lands shall remain with Grantor at all times.
7. **Grantee's Use and Activities.** Grantee shall exercise its rights under this permit so as to minimize, and avoid if reasonably possible, interference with Grantor's use of the property for park purposes. Grantee shall at all times conduct its activities on Grantor's property so as not to interfere with, obstruct or endanger Grantor's operations or facilities.
8. **Termination for Breach.** In the event Grantee breaches or fails to perform or observe any of the terms and conditions herein, and fails to cure such breach or default within thirty (30) days of Grantor's giving Grantee written notice thereof, or, if not reasonably capable of being cured within such thirty (30) days, within such other period of time as may be reasonable in the circumstances and agreed to in writing, Grantor may terminate Grantee's rights under this permit in addition to and not in limitation of any other remedy of Grantor at law or in equity, and the failure of Grantor to exercise such right at any time shall not waive Grantor's rights to terminate for any future breach or default.
9. **Release of Obligation on Termination.** No termination of this permit shall release Grantee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release Grantee from its obligation and liability to remove the facilities authorized by this permit from Grantor's property and restore the premises.
10. **Third-Party Rights.** Grantor reserves all rights with respect to its property, including, without limitation, the right to grant permits, licenses and permits to others subject to the rights granted in the permit.
11. **Hold Harmless.** Grantee and Grantor shall each be responsible for the actions and inactions of itself and its own officers, employees, and agents acting within the scope of their authority. Grantee and Grantor shall defend, protect, and hold harmless the other party from and against any and all claims, suits, or actions arising from the negligent acts or omissions of their respective employees and/or authorized representatives while performing under the terms of this permit.

12. **Insurance.** As a state agency, Grantee is insured under the self-insurance program of Washington State. If requested by Grantor, Grantee shall provide a copy of the Certificate of Liability Insurance.
13. **Property Title.** The rights granted herein are subject to permits, leases, licenses and easements, if any, heretofore granted by Grantor affecting the property subject to this permit. Grantor does not warrant title to its property and shall not be liable for defects thereto or failure thereof.
14. **Notices.** Notices required to be in writing under this permit shall be given as follows:

If to Grantor:
Washington State Parks & Recreation Commission
Lands Program
P.O. Box 42650
Olympia, WA 98504-2650
(360) 902-8500

If to Grantee:
Washington State Department of Ecology
ATTN: Louise Bardy or Jing Liu
3190 160th Ave SE
Bellevue, WA 98008
425-649-7000

With Copy to:
Deception Pass State Park, Manager
41229 State Route 20
Oak Harbor, WA 98277-7924
360-675-2417

15. **Assignment.** Grantee shall not assign its rights hereunder, and no such assignment shall be valid, without the prior written consent of Grantor.
16. **Successors.** Subject to the preceding paragraph, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and heirs.

EXECUTED as of the date hereinabove set forth.

GRANTEE

By  10-22-13

Robert W. Warren, Section Manager
Toxics Cleanup Program
Northwest Regional Office
State of Washington
Department of Ecology

GRANTOR

By 

Peter Herzog, Assistant Director
by Delegated Authority of August 7,
2012

APPROVED AS TO FORM ONLY:

ROB MCKENNA
Attorney General

Matthew R. Kernutt, WSBA #35702
Assistant Attorney General
November 27, 2007

State 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 Peter Herzog to me known to be the Assistant Director 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 he was authorized to execute the said instrument.

WITNESS my hand and official seal this 5th day of November, 2013.

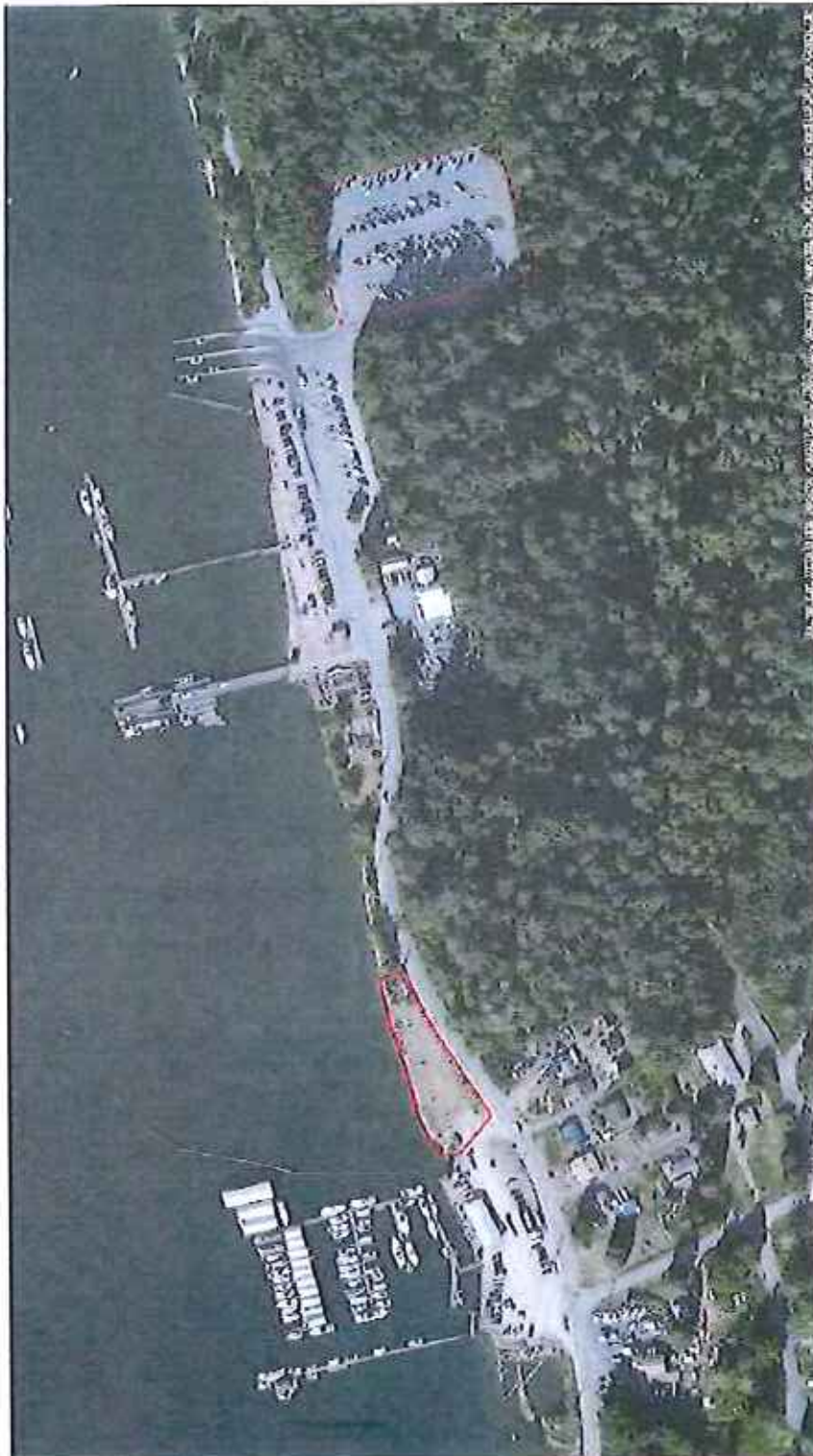


Srey Touch Ryser
Notary Public in and for the State of Washington
residing at Tumwater
My commission expires 10-3-15

EXHIBIT A -- Legal Description

A portion of Deception Pass State Park in the SE $\frac{1}{4}$ of Section 25, Township 34 N, Range 1E, W.M., Island County, WA, as legally described below:

EXHIBIT B – Use Area



Kennedy Jacobs Consultants
 Engineering Design Group
 13661103
 August 2013
 Figure 2



- Legend**
- Contractor Trailer/Building Relocation Area
 - - - Equipment Storage/Truck Parking