

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

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

Rainier Charlestown Property

Grantor: City of Seattle

Grantee: STATE OF WASHINGTON, acting by and through the WASHINGTON
STATE RECREATION AND CONSERVATION FUNDING BOARD and the
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE,
including any successor agencies

Abbreviated
Legal

Description: Hillmans CD Rainier Blvd Garden, Plat Block 44, Plat Lots 5-16

Assessor's Property Tax Parcel Number(s): 335740-0055

Reference Numbers of Related Documents:

The Grantor grants this Replacement Property Deed of Right to Use Land for Public Outdoor Recreation Purposes (the "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 Grant Agreement

entered into between the Grantor and the Grantee entitled Model Neighborhood Camp (Red Barn Ranch), Project Number 69-150A signed by the Grantor on the 9th day of June and the Grantee the 5th day of May, 1970 (the "Grant Agreement") and supporting materials which are on file with the Grantor and the Grantee in connection with the Grant Agreement.

The Grantor hereby conveys and grants to the Grantee as the representative of the people of the State, the right to enforce the following duties:

1. The Grantor shall take such reasonable and feasible measures as are necessary to protect the replacement property, as approved by the Grantee for a conversion, at Rainier Charlestown Property, and as described in Exhibit A (Legal Description) and depicted in Exhibit B (Property Map) (the "Property") for park purposes, consistent with the Grant 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 Grant Agreement. Such access shall be subject to the restrictions allowed under the Grant 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 Grant Agreement.
3. The Grantor shall provide access to the Grantee to inspect the Property for compliance with the terms of this Deed and the Grant Agreement to which the Grantor is a signatory. Such access shall be subject to the restrictions, if any, allowed under the Grant 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 Grant Agreement or the process set forth below, the Grantor shall not use or allow any use of the Property (including any part of it) that is inconsistent with the recreation purposes herein granted and as stated in the Grant 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 Grant 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 Property prior to any inconsistent use; (2) the substitute recreation land must be of at least equal fair market value to the

Property at the time of Grantee's consent to the inconsistent use; and (3) the fair market value of the 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 Property from what it would be without them.

For purposes of this Deed the Grant Agreement includes any amendments thereto that occur prior or subsequent to the execution of this Deed.

This Deed contains covenants running with the land and shall be binding upon the Grantor, its successors and assigns, and upon any person acquiring the Property, or any portion thereof, or any interest therein, including a leasehold interest, whether by operation of law or otherwise. If the Grantor sells all or any portion of its interest, the new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be subject to applicable covenants and requirements under the Deed.

This Deed may not be removed or altered from the Property unless specific approval has been granted by the Washington State Recreation and Conservation Office and/or the Washington State Recreation and Conservation Funding Board or its successors.

The Washington State Recreation and Conservation Office and the Washington State Recreation and Conservation Funding Board and/or its successors shall each have a separate and independent right to enforce the terms of this Deed.

REMAINDER OF PAGE IS INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW

GRANTEE:

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

By: _____

Name: Scott T. Robinson

Title: Deputy Director

Dated this _____ day of _____, 20_____

STATE OF WASHINGTON)
) ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that they signed this
instrument, on oath stated that they were authorized to execute the instrument and acknowledge
it as the _____ for the Recreation and Conservation Office and to be
the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signed: _____

Notary Public in and for the State of Washington,

residing in _____.

My commission expires _____.

EXHIBIT A
Legal Description

STATUTORY WARRANTY DEED NO. 20160707001229

PARCELS A, B, C, F AND G

LOTS 5 THROUGH 8 AND LOTS 13 THROUGH 16, INCLUSIVE, BLOCK 44, C.D. HILLMAN'S RAINIER BOULEVARD GARDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

STATUTORY WARRANTY DEED NO. 20111229002432

PARCEL E

LOTS 9 AND 10, BLOCK 44, C.D. HILLMAN'S RAINIER BOULEVARD GARDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

JUDGMENT RECORDING NO. 20190312000535

PARCEL D

LOTS 11 AND 12, BLOCK 44, C.D. HILLMAN'S RAINIER BOULEVARD GARDEN ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 12 OF PLATS, PAGE 65, IN KING COUNTY, WASHINGTON.

EXHIBIT B
Property Map*



***To be replaced in final deed with survey map**