



WASHINGTON STATE DEPARTMENT OF
Natural Resources

Peter Goldmark - Commissioner of Public Lands
Kyle Blum - Deputy Supervisor for State Uplands

LAKE SPOKANE TRUST LAND TRANSFER 2013-2015

PROPOSAL

The Department of Natural Resources proposes to transfer 40.24 acres, more or less, of Common School Trust property located in Stevens County to the Lake Spokane Parks and Recreation District with an executory interest to Stevens County.

Proceeds from the timber value will be deposited into the Common School Construction Account. The land value proceeds will be deposited to the Real Property Replacement Account and used to purchase replacement property desirable for the Common School Trust.

BENEFITS

The property asset base of the Common School Trust is improved by:

- Disposing of property that is inefficient to manage for timber harvest income.
- Enabling replacement of the asset with property that has greater potential for income production to provide future revenue to support public schools statewide.

GENERAL LOCATION

The property is located on the northern shore of Long Lake, aka Lake Spokane, near the Suncrest Development, and is within Section 16, Township 27 North, Range 41 East, W.M., in Northeast Region.

ENCUMBRANCES

The property is encumbered by 1 road and utility easement, 2 road easements, and 2 reservoir overflow easements.

IMPROVEMENTS

Villier and Sundance County Roads are on the property. Power and phone utilities are located along the county road right of way.

PRESENT INCOME None.

MARKET VALUE

Timber (0 Mbf)

Land & Reprod.	\$765,000
TOTAL	\$765,000

TERMS OF TRANSFER

Cash.

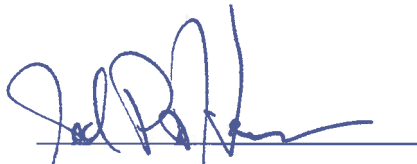
JUSTIFICATION

The property is included in the 2013-2015 Biennium Trust Land Transfer Program. Approval and funding for the transfer is authorized by Section 3231, Ch. 19, Washington Laws of 2013, and RCW 79.17.200.

COMMENTS

Transfer will be by quitclaim deed. Mineral rights will be retained in their existing trust ownerships. As specified by legislation, permitted use will be restricted to fish and wildlife habitat, open space, or recreation purposes.

Division Manager



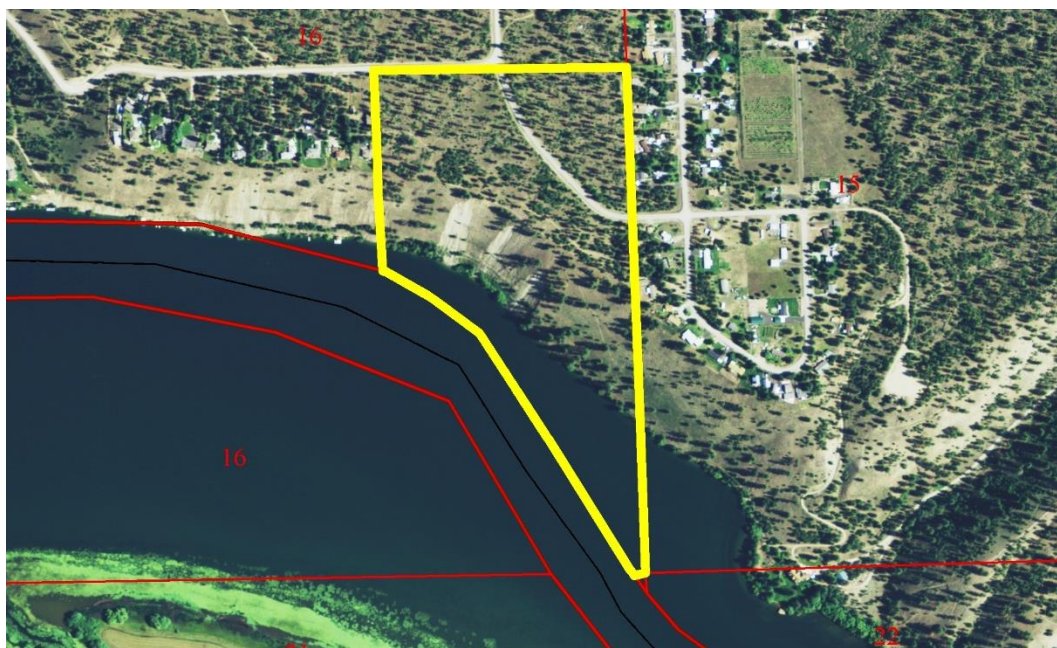
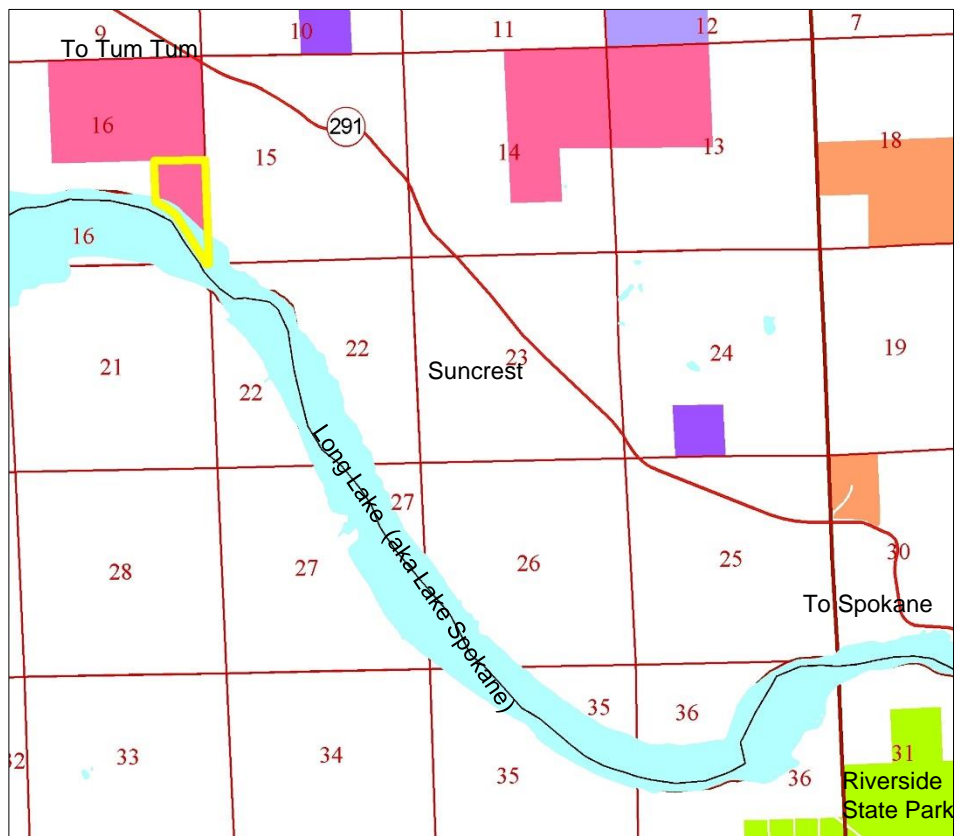
Deputy Supervisor
for State Uplands



Date of Board Approval

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BOARD OF NATURAL RESOURCES

LAKE SPOKANE TRUST LAND TRANSFER 02-090361



Within Portions of Section 16, Township 27 North, Range 41 East, W.M., Stevens County

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
BOARD OF NATURAL RESOURCES**

RESOLUTION NO. _____

A **RESOLUTION** relating to the transfer and replacement of Common School Trust property as authorized by Section 3231, Ch. 19, Washington Laws of 2013 and RCW 79.17.200 under Department of Natural Resources Land Transfer File No. 02-090361.

**BE IT RESOLVED BY THE BOARD OF NATURAL RESOURCES,
DEPARTMENT OF NATURAL RESOURCES, STATE OF WASHINGTON, THAT:**

SECTION 1. The State of Washington, acting by and through the Department of Natural Resources, has title to and holds in trust under the provisions of Title 79 RCW the Common School Trust property described in Exhibit A, attached hereto which by this reference is made a part hereof.

SECTION 2. The real property described in Exhibit A and known as Lake Spokane is among the properties identified for transfer in Section 3231, Ch. 19, Washington Laws of 2013.

SECTION 3. The Board of Natural Resources finds that it is in the best interest of the Common School Trust to transfer the real property described in Exhibit A to the Lake Spokane Parks and Recreation District with an executory interest to Stevens County with draft deed language described in Exhibit B.

SECTION 4. The Board of Natural Resources finds the appraised market value of the real property described in Exhibit A to be \$765,000.

SECTION 5. Should the transfer authorized by this resolution be consummated, the State of Washington, Department of Natural Resources shall:

- A. Upon receiving payment for the value stated in SECTION 4 above, issue a quitclaim deed that transfers the ownership of the property described in Exhibit A to the Lake Spokane Parks and Recreation District with an executory interest to Stevens County. Use shall be restricted for fish and wildlife habitat, open space, or recreation purposes. All oils, gases, coals, ores, minerals, and fossils will be reserved in their existing trust ownership as provided under RCW 79.11.210 and easement rights reserved as provided under RCW 79.36.370; and

- B. Disburse the proceeds of the transfer as follows:

1. Deposit the timber value of \$0 into the Common School Construction Account; and
2. Deposit the land value of \$765,000 into the Real Property Replacement Account and hold said funds, together with accrued interest, for the purpose of acquiring desirable replacement property for the Common School Trust in future purchases to be approved by the Board.

APPROVED AND ADOPTED by the Board of Natural Resources, Department of Natural Resources, State of Washington, this _____ day of _____, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Commissioner of Public Lands.

PETER GOLDMARK
Commissioner of Public Lands

Approved as to form this 25

day of Feb, 2015.

Michael Rohman
Assistant Attorney General

EXHIBIT A
LEGAL DESCRIPTION

Government Lots 1 and 9 of Section 16, Township 27 North, Range 41 East, W.M., Stevens County, Washington.

Rynea L Edwards, PLS 45158
State Land Survey Unit
PO Box 47030
Olympia, WA 98504-7030

Dated: 9/20/2013

EXHIBIT B

DRAFT QUIT CLAIM DEED

**QUITCLAIM DEED
Stevens County**

Grantor: State of Washington, by and through the Department of Natural Resources
Grantee: _____
Legal Desc.: _____
Tax Parcel #: _____

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources, for and in consideration of the sum of _____ Dollars (\$_____), which amount has been paid by state legislative appropriation pursuant to Section 3231, Chapter 19, Laws of 2013, hereby conveys and quitclaims to _____, GRANTEE, all interest in the real property situated in Stevens County, Washington, and described in EXHIBIT A ("Property"), attached hereto, which by this reference is made a part hereof. This conveyance by Grantor is intended to be in fee simple subject to the following executory limitation: if Grantee dissolves pursuant to RCW 36.69.310, or ceases to exist on any other basis including, but not limited to, insolvency, termination, or a combination with another agency in a manner resulting in the termination of the functions previously engaged in by Grantee, the land shall automatically convey to Stevens County (in Washington State) in fee simple absolute. This instrument is not intended to violate the Rule Against Perpetuities or any related rule ("Rule"). If any such violation should inadvertently occur, the appropriate court shall reform the transfer in such a way as to approximate most closely the intent of this conveyance, within limits permissible under such Rule.

This Property shall be used exclusively for one or more of the following public purposes: fish and wildlife habitat, open space or recreation. This use restriction shall run with the land and shall be binding upon Grantee, its successors and assigns forever; provided, however, Grantee may request approval for alternative uses of the Property that are compatible with the originally intended public purpose subject to Grantor and the Legislature approval of such uses.

The above-described lands are subject to that certain statutory reserved right as set forth in RCW 79.36.370 and to the following reservation:

The Grantor hereby expressly saves, excepts, and reserves out of the grant hereby made, unto itself and its successors and assigns forever, all oils, gases, coal, ores, minerals, and fossils of every name, kind, or description, and which may be in or upon said lands above described, or any part thereof, and the right to explore the same for such oils, gases, coal, ores, minerals, and fossils; and it also hereby expressly saves and reserves out of the grant hereby made, unto itself and its successors and assigns forever, the right to enter by itself or its agents, attorneys, and servants upon said lands, or any part or parts thereof, at any and all times, for the purpose of opening, developing, and working mines thereon, and taking out and removing therefrom all such oils, gases, coal, ores, minerals, and fossils, and to that end it further expressly reserves out of the grant hereby made, unto itself, its successors and assigns, forever, the right by its or their agents, servants, and attorneys at any and all times to erect, construct, maintain, and use all such buildings, machinery, roads, and railroads, sink such shafts, remove such soil, and to remain on said lands or any part thereof for the business of mining and to occupy as much of said lands as may be necessary or convenient for the successful prosecution of such mining business, hereby expressly reserving to itself and its successors and assigns, as aforesaid, generally, all rights and powers in, to, and over said land, whether herein expressed or not, reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the Property and the rights hereby expressly reserved.

No rights shall be exercised under the foregoing reservation, by the state or its successors or assigns, until provision has been made by the state or its successors or assigns, to pay to the owner of the land upon which the rights reserved herein to the state or its successors or assigns, are sought to be exercised, full payment for all damages sustained by said owner, by reason of entering upon said land: PROVIDED, That if said owner from any cause whatever refuses or neglects to settle said damages, then the state or its successors or assigns, or any applicant for a lease or contract from the state for the purpose of prospecting for or mining valuable materials, or option contract, or lease, for mining coal, or lease for extracting petroleum or natural gas, shall have the right to institute such legal proceedings in the superior court of the county wherein the land is situate, as may be necessary to determine the damages which said owner of said land may suffer.

Grantee accepts the Property "AS IS, WHERE IS" with all faults. The Grantor disclaims any warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose about the Property, including but not limited to improvements located thereon, and no employee or agent of the Grantor is authorized otherwise. The foregoing specifically includes warranties with respect to the existence or nonexistence of any pollutants, contaminants, or hazardous waste or claims based thereon arising out of the actual or threatened discharge, disposal, seepage, migration, or escape of such substances at, from, or into the Property. Grantee hereby fully releases the Grantor from any and all liability to Grantee arising out of or related to the condition of the Property prior to, at, or after Grantee accepts title to the Property, including but not limited to the deposit or release of hazardous or toxic wastes or material and pollutants.

This Deed is executed and delivered pursuant to RCW 79.02.270 at the request of the Commissioner of Public Lands with the approval of the Board of Natural Resources, State of

Washington.

WITNESS the Seal of the State of Washington, affixed this _____ day of _____, 20__.

GOVERNOR

ATTEST:

SECRETARY OF STATE

Approved as to form this _____ day
of _____, 20__.

Assistant Attorney General

Deed No. _____.
State Record of Deeds, Volume _____, Page _____.
Transaction File No. 02-_____

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