



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: **Board of County Commissioners**
Mark McCauley, County Administrator

FROM: Pinky Feria Mingo, Environmental Health and Water Quality Director
Tami Pokorny, Natural Resources Program Coordinator

DATE: *November 13, 2023*

SUBJECT: Agenda item – Amendments No. 1 to Purchase and Sale of Real Estate Agreements Between the State of Washington Acting Through the Department of Natural Resources and Jefferson County: **Quimper West** and Quimper East

STATEMENT OF ISSUE:

Jefferson County Public Health requests approval of the Amendments No. 1 to Purchase and Sale of Real Estate Agreements Between the State of Washington Acting Through the Department of Natural Resources and Jefferson County: Quimper West and Quimper East

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

Jefferson Land Trust, Jefferson County and DNR have taken steps to transfer the properties: Quimper West and Quimper East to County ownership using a combination of Conservation Futures and Jefferson Land Trust funds. The purchase and sale agreements were signed by Jefferson County on March 13, 2023 and the Commissioner of Public Lands on April 10, 2023. The Agreement provides that closing shall occur no later than ninety (90) days after approval of the transfer by the Board of Natural Resources unless otherwise agreed to in writing by the parties. Additional time is necessary to clear title and to attend to matters of closing, and the amendment would provide up to 275 days.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

The amendments are for the purpose of a time extension and do not represent any additional funding requirements.

RECOMMENDATION:

JCPH Management recommends BoCC signatures Amendments No. 1 to Purchase and Sale of Real Estate Agreements Between the State of Washington Acting Through the Department of Natural Resources and Jefferson County: Quimper West and Quimper East

REVIEWED BY:



Mark McCauley, County Administrator

Date 11/8/23

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: WA Dept of Natural Resources Contract No: EH-23-077-A1
Contract For: Amendment to Real Estate Purchase Agmt Term: 275 days following approval

COUNTY DEPARTMENT:	Environmental Health
Contact Person:	Tami Pokorny
Contact Phone:	x 498
Contact email:	tpokorny@co.jefferson.wa.us

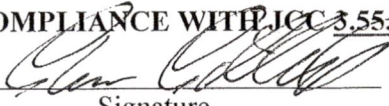
AMOUNT: \$367,000
Revenue: _____
Expenditure: \$367,000
Matching Funds Required: _____
Sources(s) of Matching Funds: _____
Fund # 127
Munis Org/Obj 12756210

PROCESS:

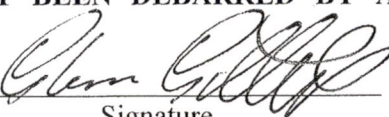
☒	Exempt from Bid Process
☐	Cooperative Purchase
☐	Competitive Sealed Bid
☐	Small Works Roster
☐	Vendor List Bid
☐	RFP or RFQ
☐	Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH ICC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ **N/A:** ☐  Nov. 8, 2023
Signature Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ **N/A:** ☒  Nov. 8, 2023
Signature Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 11/9/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 11/8/2023.
Negotiated with PAO's assistance.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



**DEPARTMENT OF
NATURAL RESOURCES**

Strategic Planning Office
1111 Washington Street SE
Olympia, WA 98504-7014

360-902-1600
AMPD@DNR.WA.GOV
WWW.DNR.WA.GOV

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
Hilary S. Franz, Commissioner

AMENDMENT NO. 1
TO
PURCHASE AND SALE OF REAL ESTATE AGREEMENT

This Agreement is entered into by and between the State of Washington, acting by and through the Department of Natural Resources (hereinafter referred to as "State") and Jefferson County, a political subdivision of the State of Washington, (hereinafter referred to as "Purchaser").

The State and Purchaser are parties to an Agreement for Purchase and Sale of Real Estate dated April 10, 2023, (hereinafter referred to as the "Agreement") providing for sale and acquisition of certain real property in the State of Washington.

The Agreement provides that closing shall occur no later than ninety (90) days after approval of the transfer by the Board of Natural Resources unless otherwise agreed to in writing by the parties.

State and Purchaser agree that additional time is necessary to clear title and to attend to matters of closing.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, State and Purchaser agree to amend the Agreement as follows:

1. Section 3.1 Date is amended to extend the date of Closing to not later than 275 days after Board of Natural Resources approval, unless otherwise agreed in writing by the parties.
2. Miscellaneous.
 - a. Effect of Amendment. Except as amended hereby, the Agreement shall remain in full force and effect as previously executed, and the parties hereto hereby ratify the Agreement as amended hereby. This Amendment is limited as specified herein and shall not constitute a modification, acceptance, or waiver of any other provision of the Agreement. From and after the date hereof, all references to the Agreement shall be deemed references to the Agreement as amended hereby.
 - b. Washington Law. This Amendment shall be construed, interpreted, and enforced pursuant to the laws of the State of Washington. Venue shall be in Thurston County.

- c. Execution of Amendment. A party may deliver executed signature pages to this Amendment by PDF or facsimile transmission to the other party, which PDF or facsimile shall be deemed an original executed signature page. This Amendment may be in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page.
- d. Date of Amendment. The Date of this Amendment shall be the date on which the last party executes this Amendment. This Amendment will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties have executed this Amendment the date and year set forth next to their respective names.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Greg Brotherton, Chair Date

SEAL:

ATTEST:

Carolyn Gallaway, CMC, Date
Clerk of the Board

Approved as to form only:



November 8, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

**WASHINGTON DEPARTMENT OF
NATURAL RESOURCES**

By: _____
Duane Emmons, Date
Assistant Deputy Supervisor for State
Uplands

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES
HILARY S. FRANZ, COMMISSIONER OF PUBLIC LANDS**

**AGREEMENT FOR PURCHASE AND SALE
OF REAL ESTATE**

THIS AGREEMENT is made as of the 10th day of April, 2023, by and between the STATE OF WASHINGTON, acting by and through the Department of Natural Resources ("State") and Jefferson County, a political sub-division of the State of Washington ("Purchaser").

WHEREAS, State is the owner of certain real property known as Quimper West located in Jefferson County, Washington; and

WHEREAS, State desires to convey the real property to Purchaser, and Purchaser desires to acquire the real property;

NOW, THEREFORE, in exchange for the mutual promises and covenants herein contained, and other good and valuable consideration, the mutual receipt and sufficiency of which is hereby acknowledged by Purchaser and State, it is agreed as follows:

SECTION 1 PROPERTY

1.1 Property to be Sold. State shall sell and convey to Purchaser, and Purchaser shall purchase and accept from State, all subject to the terms, conditions and contingencies of this Agreement, that certain real property located in Jefferson County, Washington, the legal description of which is set forth on Exhibit A, together with all easements, rights-of-way and other rights appurtenant to said real property. The foregoing property and rights and interests described above are collectively referred to herein as the "Property."

1.2 Reservation. This sale is subject to the reservation of oils, gases, and minerals and easements for removal of valuable materials as prescribed in RCW 79.11.210 and in RCW 79.36.370.

SECTION 2 PAYMENT

2.1 Purchase Price. Purchaser shall pay State the Purchase Price of Three Hundred Sixty-Seven Thousand U.S. Dollars (\$367,000) and other charges owed by Purchaser described in Section 10.2 below in cash sufficiently in advance of Closing to facilitate certification of payment to the Governor and issuance of the deed, but in no event shall the Purchase Price be paid later than sixty (60) days after approval of this sale by the Board of Natural Resources.

2.2. No Interest. Any deposits or advance payments made by Purchaser under this Agreement shall be held by the state treasurer without interest.

SECTION 3 CLOSING

3.1 Date. The "Closing Date," "Closing," or "Date of Closing," as those terms are used herein, shall mean the date upon which all monies are paid and all documents are recorded. Closing shall be as soon as practical for State to issue a quitclaim deed from the Governor's Office upon confirmation that the entire Purchase Price shall have been paid to the State Treasury and all terms, conditions and contingencies have been met. Closing shall not occur later than ninety (90) days after Board of Natural Resources approval, unless otherwise agreed in writing by the parties.

3.2 Place. Closing shall be carried out at the Olympia office of the Department of Natural Resources. Purchaser acknowledges that State is acting as an interested party in preparing documentation for and closing this sale; State is not acting as an escrow. Purchaser should consult an attorney regarding the legal effects of this transaction.

SECTION 4 CONVEYANCE, TITLE INSURANCE AND POSSESSION

4.1 Possession. Purchaser shall be entitled to possession of the Property on the Closing Date.

4.2 Form of Deed. State shall convey title to the Property to Purchaser by quitclaim deed executed by the Governor of the State of Washington. Said deed shall be in the same form and format as Exhibit B, attached hereto and incorporated by this reference herein.

4.3 Title Insurance. State will not furnish a policy of title insurance at Closing.

SECTION 5 RIGHTS AND OBLIGATIONS AFTER ACCEPTANCE

5.1 Inspection. Following the date of this Agreement, and with two (2) business days' prior notice, State shall permit Purchaser and/or its designated agents to enter upon the Property at all reasonable times for the purpose of investigating the Property, and the physical condition thereof, including without limitation, the condition of improvements, if any, located upon the Property. Purchaser shall not conduct any invasive testing of the soils without prior written consent of State.

5.2 Indemnification and Hold Harmless Regarding Purchaser's Inspection. Purchaser agrees to indemnify, defend with counsel acceptable to State, and release State, its officers, agents, and employees from any and all claims, liens or costs, damages, fees and expenses (including but not limited to attorney and paralegal fees, costs and expenses, including costs and fees incurred on appeal and in bankruptcy, as well as consultant fees and costs) arising out of or relating to the actions of Purchaser and actions of Purchaser's agents or employees in exercising such rights of entry or inspections under this Agreement. Purchaser will be responsible for the payment of any fines or penalties charged against State or Purchaser, or for any employees or equipment while under Purchaser's control, employment, or direction, related to activities under Sections 5.1 above and 5.3 below.

5.3 Reports and Studies.

- (a) Subject to the conditions set forth above, Purchaser shall have the right to prepare, or have prepared, engineering studies, feasibility studies, surveys, resurveys or

survey updates, environmental reviews, studies or investigations all of which are also collectively referred to as the "Purchaser's Studies" with respect to the Property. All information discovered by Purchaser through Purchaser's Studies shall be deemed to have been disclosed by State.

- (b) Further, with respect to Purchaser's Studies, Purchaser agrees that it is not acting as the agent of State, and that Purchaser's contractors, architects, engineers, or other consultants are solely employed by Purchaser to perform the studies for the benefit of Purchaser. Purchaser further shall provide written notice to each contractor, architect, engineer and other consultant of these facts, which notice shall also instruct these parties not to file any liens or notices against the Property prior to Closing. Purchaser shall ask each party to acknowledge receipt of the notice. Purchaser shall supply State with a written list of each party to whom this notice was sent within ten (10) days of their issuance, as well as a copy of each notice as acknowledged by the party to whom it was given or sent.
- (c) In the event that Purchaser does not complete the purchase contemplated in this Agreement, Purchaser shall immediately provide State with Purchaser's Studies at no cost to State.
- (d) Purchaser shall have the right to examine studies and reports, if any, prepared by State or its consultants, excluding appraisal reports (all of which are collectively referred to as "State's Studies").

5.4 Condition of Purchase. If Purchaser's Studies indicate the Property is not reasonably suitable for the intended use by Purchaser or the Property presents an unreasonable risk to Purchaser of liability associated with hazardous substances, Purchaser may terminate this Agreement without further obligation, and Purchaser shall be refunded any deposit. Purchaser shall give State written notice of Purchaser's decision to terminate within thirty (30) days of the date of this Agreement. The termination notice shall specify the problems identified. In the event Purchaser fails to give State such written notice, this termination right shall expire.

SECTION 6 DESTRUCTION OR CONDEMNATION

State shall bear the risk of loss until Closing. If on or before the Closing Date either the Property is materially damaged, or condemnation proceedings are commenced with respect to the Property, Purchaser shall elect either to terminate this Agreement or to purchase the Property. Purchaser must give written notice of such election to State within fifteen (15) days of Purchaser's knowledge of such damage or condemnation. Failure to give State notice of Purchaser's election to terminate shall be deemed an election to purchase. If Purchaser elects to terminate this Agreement, any deposit shall be returned to Purchaser, and all rights and obligations of Purchaser and State shall terminate. If Purchaser elects to purchase the Property, Purchaser shall be entitled to the insurance proceeds, if any, or to the condemnation award either of which shall be without adjustment to the Purchase Price. Damage shall be deemed "material" if it cannot be repaired or replaced within ninety (90) days or it represents more than ten percent (10%) of the Purchase Price.

SECTION 7 CONDITION OF THE PROPERTY

7.1 As Is. The Property is sold "AS IS, WHERE IS." Purchaser is encouraged to examine the Property to ascertain the condition of the Property, including but not limited to the existence of encumbrances, encroachments, etc. State does not make and specifically 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 any improvements located thereon. No employee or agent of State is authorized to make any warranty or representation to the contrary. The foregoing specifically disclaims 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.

7.2 Release/Indemnity. Purchaser hereby fully releases State from any and all liability to Purchasers arising out of or related to the condition of the Property prior to, at, or after Closing, including but not limited to the deposit or release of hazardous or toxic wastes or material, pollutants, and the following known or suspected defects: None.

It is the intent of the parties that this constitutes a full and final release of any and all claims concerning any substance including, but not limited to, hazardous substances. This release extends to and includes any action for contribution for any environmental remedial action. Purchaser agrees to indemnify, defend with counsel acceptable to State, and release State with respect to, but not limited to any claims, damages, liabilities, penalties (civil or criminal), and any other costs, including attorneys' fees and costs imposed or related to any hazardous, toxic, dangerous, or harmful substances on the Property deposited or released after Closing.

7.3 Waiver of Seller's Disclosure. If and to the extent that the Property is used for residential purposes or is zoned for residential use, the Purchaser hereby agrees to waive the right to receive a seller's disclosure statement pursuant to RCW Chapter 64.06. Notwithstanding the foregoing, to the extent that the State has actual knowledge of conditions on the Property that would result in a "yes" answer to any of the questions in the Environmental section of the statutory disclosure form, State shall provide a completed copy of that section of the disclosure statement to Purchaser.

7.4 Notice of Possible Proximity to Farming Operations. This notice is to inform Purchaser that the Property being purchased may lie in close proximity to a farm. The operation of a farm involves usual and customary agricultural practices, which are protected under RCW 7.48.305, the Washington right to farm act.

SECTION 8 ASSESSMENTS

Purchaser shall buy the Property subject to any assessment remaining unpaid at Closing.

SECTION 9 STATE CONTINGENCY

State's obligations are contingent upon the following:

- (a) Approval of the sale by the Board of Natural Resources which shall be made at their sole discretion; and

- (b) Performance prior to or at Closing of all other acts and payments required of Purchaser under this Agreement.

SECTION 10 CLOSING AND CLOSING COSTS

Prior to or at Closing the parties shall do the following:

10.1 State.

- (a) issue a duly executed quitclaim deed conveying title to the Property within a reasonable time after confirmation of receipt of the Purchase Price by the State Treasury;
- (b) sign a Real Estate Excise Tax Affidavit;
- (c) provide any other documents necessary to consummate this agreement; and
- (d) pay prorations to the extent required and determinable.

10.2 Purchaser.

- (a) pay the Purchase Price into the State Treasury as set forth in Subsection 2.1;
- (b) sign a Real Estate Excise Tax Affidavit;
- (c) provide any other documents necessary to consummate this Agreement;
- (d) pay all sums and prorations to the extent required under this Agreement and determinable; and
- (e) pay the cost of recording the deed and the county processing fee for filing the Real Estate Excise Tax Affidavit.

10.3 Prorations. All rents and other income, if any, and water, sewer, utility and maintenance charges and any other expenses (excluding local improvement assessment as provided under Section 8) with respect to the operation of the Property levied against the Property shall be prorated between Purchaser and State as of the Closing Date. To the extent information is then available, such prorations shall be calculated and paid as of Closing. Such prorations shall be adjusted and completed after the Closing Date, if necessary, as and when complete information becomes available, and State and Purchaser agree to cooperate and use their best efforts to complete such prorations not later than sixty (60) days after the Closing Date. No insurance proration shall be made.

SECTION 11 SURVIVAL

The obligations not satisfied at Closing or intended to continue beyond Closing shall not be deemed

to have merged in the deed.

SECTION 12 REAL ESTATE COMMISSION

Purchaser shall pay any real estate commission payable in connection with this transaction. Any real estate agent or broker acting in this transaction shall be deemed to be the sole agent of Purchaser.

SECTION 13 NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be deemed given upon personal service or deposit in the United States first class mail, postage prepaid, and addressed as follows:

To Purchaser:
Jefferson County
Attn: Mark McCauley
PO Box 1220
Port Townsend, WA 98368

To State:

Department of Natural Resources
State Lands - Acquisitions and Divestitures
Attn: Matthew V. Matulovich
PO Box 47014
Olympia, WA 98504-7014

The foregoing addresses may be changed by written notice.

SECTION 14 MISCELLANEOUS

14.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties. No prior and contemporaneous negotiations, understandings and agreements, whether oral or written shall be deemed to exist or bind any of the parties hereto.

14.2 Binding Nature; Assignment of Rights. All rights and obligations arising out of this Agreement shall inure to the benefit of and be binding upon the respective assigns, if any, of the parties hereto. However, this Agreement shall not be assignable by Purchaser without the prior written consent and acceptance by State, which shall be at State's sole and absolute discretion.

14.3 Washington Law. This Agreement shall be construed, interpreted, and enforced pursuant to the laws of the state of Washington and venue shall be in Thurston County. The terms of this Agreement shall be given their ordinary meaning and shall not be construed in favor of or against either party hereto.

14.4 Time of the Essence. Time is of the essence in this Agreement. No waiver or consent to any breach or other default in the performance of any of the terms of this Agreement shall be deemed to constitute a waiver of any subsequent breach of the same or any other term or condition hereof. In the event time for performance falls on a weekend or legal holiday designated by the United States or Washington State, performance shall be deemed to be timely rendered if so rendered on the next business day.

14.5 Captions. The captions and section headings hereof are inserted for convenience purposes only and shall not be deemed to limit or expand the meaning of any section.

14.6 Invalidity. If any provisions of this Agreement shall be invalid, void or illegal, it shall in no way affect, impair or invalidate any of the other provisions hereof.

14.7 Counterparts. This Agreement may be signed in counterparts, any one of which shall be deemed an original.

14.8 Date of Agreement. The date of this Agreement shall be the date on which the last party executes this Agreement. Said date shall be inserted on the first page hereof when such date is determined.

14.9 Good Faith. Both parties shall act reasonably and in good faith in order to consummate this transaction.

14.10 Authorization. Purchaser and the person(s) executing this Agreement on behalf of Purchaser represent and warrant that they are authorized to do so and that this is a legal, valid, and binding obligation on behalf of Purchaser, and is enforceable against Purchaser in accordance with its terms.

14.11 Default. In the event of default, neither party shall be liable for consequential damages.

14.12 Attorneys' Fees and Costs. If either party brings suit or submits to an alternative dispute process to interpret or enforce any provision of the agreement, the prevailing party shall be entitled to reasonable attorney fees, paralegal fees, accountant and other expert witness fees and all other fees, costs and expenses actually incurred in connection therewith, including those incurred on appeal, in addition to all other amounts provided by law, regardless of whether the matter proceeds to judgment or is resolved by the defaulting party curing the default.

14.13 Submission. This Agreement must be executed by Purchaser, and an original delivered to State, at the address set forth in this Agreement, on or before 4:00 p.m. on March 22nd, 2023 to be considered by State. This Agreement shall not be binding upon State until signed by an authorized representative of the State.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Dated: _____

3/13/23

PURCHASER:

By: _____

Title: _____

[Signature]
Greg Brotherton, Chair BOCC

Approved as to form only:

[Signature]

March 9, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

STATE:

STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES

Dated: _____

4/10/2023

By: _____

[Signature]
Henry S. Franz
Commissioner of Public Lands

Affix the Seal of the Commissioner
of Public Lands

Standard Purchase and Sale Agreement
Approved as to Form in December 2002
by James Schwartz
Assistant Attorney General
State of Washington

PUBLIC AGENCY ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF JEFFERSON)

On this 13th day of March, 2023, personally appeared before me
Greg Brotherton to me known to be the Chair of Jefferson County Board of the
public agency 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 _____
authorized to execute said instrument for said corporation and that the seal affixed is the
corporate seal of the said corporation.

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



Carolyn Gallaway
Notary Public in and for the State of Washington,
residing at Jefferson County.

My appointment expires 3/29/26.



STATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

On this 10 day of April, 2023, personally appeared before me HILARY S. FRANZ, to me known to be the Commissioner of Public Lands, and administrator of the Department of Natural Resources of the State of Washington, that he executed the within and foregoing instrument on behalf of the State of Washington, and acknowledged said instrument to be the free and voluntary act and deed of the State of Washington for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the official seal of the Commissioner of Public Lands for the State of Washington.

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



Dena May Howe
Notary Public in and for the State of Washington,
residing at Thurston Co.

My appointment expires September 2, 2025

EXHIBIT A
QUIMPER WEST – DIRECT TRANSFER

Legal Description
Portion of Section 32, T31N, R1W
Jefferson County, Washington

The SE1/4 of the SW1/4 and the SW1/4 of the SE1/4 of Section 32, Township 31 North, Range 1 West, Willamette Meridian, Jefferson County, Washington, according to U.S. Government subdivision procedures,

TOGETHER WITH

Lots 1, 2, 3, 4 and 5 of Block 72 of the Supplementary Plat of Captain Tibbals Lake Park, according to the plat thereof recorded in Volume 2 of Plats at Page 3, records of Jefferson County Washington.

EXHIBIT B
QUIMPER WEST- DIRECT TRANSFER

Form of Deed

AFTER RECORDING RETURN TO:
Department of Natural Resources
State Lands – Strategic Planning Section
Attn: Matthew V. Matulovich
PO Box 47014
Olympia, WA 98504-7014

t

QUITCLAIM DEED
Jefferson County

Grantor: State of Washington, acting by and through the Department of Natural Resources.

Grantee: Jefferson County, a political subdivision of the State of Washington

Abbreviated

Legal Desc: Portions of: a). SE1/4SW1/4 and SW1/4SE1/4, Sec. 32, T31N, R1W, W.M.
b). Lots 1, 2, 3, 4, and 5 of Block 72 of the Supplementary Plat of
Captain Tibbals Lake Park, according to the plat thereof recorded
in Volume 2 of Plats at Page 3, records of Jefferson County,
Washington

Tax Parcel #: 101323004, 1013240001 and 999007201

THE GRANTOR, STATE OF WASHINGTON, acting by and through the Department of Natural Resources, for and in consideration of the sum of THREE HUNDRED SIXTY-SEVEN THOUSAND Dollars (\$367,000), hereby conveys and quitclaims to JEFFERSON COUNTY, a political subdivision of the State of Washington, GRANTEE, all interest in the real property situated in Jefferson County, Washington, and described in Exhibit A, attached hereto, which by this reference is made a part hereof.

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 minerals, 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.

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 _____, 2023.

GOVERNOR

ATTEST: _____
SECRETARY OF STATE

Approved as to form this _____ day
of _____, 2023.

Assistant Attorney General

State Deed No. (#)
State Record of Deeds, Volume (#), Page (#).
Transaction File No. 02-102694

QUITCLAIM DEED

EXHIBIT A – LEGAL DESCRIPTION

The SE1/4 of the SW1/4 and the SW1/4 of the SE1/4 of Section 32, Township 31 North, Range 1 West, Willamette Meridian, Jefferson County, Washington, according to U.S. Government subdivision procedures,

TOGETHER WITH

Lots 1, 2, 3, 4 and 5 of Block 72 of the Supplementary Plat of Captain Tibbals Lake Park, according to the plat thereof recorded in Volume 2 of Plats at Page 3, records of Jefferson County Washington.