



**DEPARTMENT OF
NATURAL
RESOURCES**

**NORTHWEST
REGION**

919 NORTH
TOWNSHIP STREET
SEDRO-WOOLLEY, WA
98284-9384

360-856-3500

northwest.region@DN
R.WA.GOV
WWW.DNR.WA.GOV

October 18, 2024

The Honorable Dave Somers
3000 Rockefeller Avenue
Everett, WA 98201

Dear County Executive,

In 2011, DNR reconveyed approximately 146 acres for “Sky Valley Sportsman’s Park,” for use by Snohomish County as a public park and shooting range. The property is located on the Sultan Basin Road, northeast of the City of Sultan, within Section 10, Township 28 North, Range 8 East, W.M., in the Northwest Region. The property belongs to the Forest Board Transfer Trust.

From 2012 to 2019, Snohomish County worked through its site feasibility at the County level. In 2019, a Critical Area Reconnaissance Report was completed. Through the Critical Area Study, a very large and high-quality wetland was evaluated in the middle of the property, effectively making the parcel unsuitable for the intended shooting range. DNR is requesting reconveyance of the original 146 acres and deed returned. The RCW for reconveyance back when use ceases is included below.

RCW 79.22.300

Procedure—Reconveyance back when use ceases.

Whenever the board of county commissioners of any county shall determine that state forestlands, that were acquired from such county by the state pursuant to RCW 79.22.040 and that are under the administration of the department, are needed by the county for public park use in accordance with the county and the state outdoor recreation plans, the board of county commissioners may file an application with the board for the transfer of such state forestlands.

Upon the filing of an application by the board of county commissioners, the department shall cause notice of the impending transfer to be given in the manner provided by RCW 42.30.060. If the department determines that the proposed use is in accordance with the state outdoor recreation plan, it shall reconvey said state forestlands to the requesting county to have and to hold for so long as the state forestlands are developed, maintained, and used for the proposed public park purpose. This reconveyance may contain conditions to allow the department to coordinate the management of any adjacent public lands with the proposed park activity to encourage maximum multiple use management and may reserve rights-of-way needed to manage other public lands in the area. The application shall be denied if the department finds



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*that the proposed use is not in accord with the state outdoor recreation plan. **If the land is not, or ceases to be, used for public park purposes the land shall be conveyed back to the department upon request of the department.***

As you are aware, the trust mandate requires the Department of Natural Resources to make decisions with the financial interests of the trust beneficiaries in mind. Per the language in RCW 79.22.300 and the attached Quit Claim Deed from 2011, DNR is requesting the transfer of lands associated with the proposed Sky Valley Sportsman's Park back to DNR for management. The Quit Claim Deed is provided and gives specifics on the location, legal description, and parcel number of the property. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jay Guthrie".

Jay Guthrie

Region Manager

Northwest Region – WA Department of Natural Resources

Enclosures: Deed 02-083395 to Snohomish County

AFTER RECORDING RETURN TO:
Snohomish County
Property Management
3000 Rockefeller, MS 404
Everett, WA 98201

201110180371
10/18/2011 10:28am \$0.00
SNOHOMISH COUNTY, WASHINGTON
CONFORMED COPY
10 PGS

QUITCLAIM DEED
Snohomish County

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

Grantee: Snohomish County, a political subdivision of the State of Washington.

Abbreviated Legal Desc: Portion of the SE ¼ of Section 10, T28N, R08E, W.M, Snohomish County, WA.

Tax Parcel #'s: 28081000100100

THE GRANTOR, STATE OF WASHINGTON, acting by and through the DEPARTMENT OF NATURAL RESOURCES, upon application by SNOHOMISH COUNTY to transfer the lands described in Exhibit A to the status of public park pursuant to RCW 79.22.300, and upon authorization by Resolution No. 1340 adopted by the Board of Natural Resources, State of Washington, on December 7, 2010, hereby quitclaims and conveys to SNOHOMISH COUNTY, GRANTEE, all interest in the real property situated in Snohomish County, and legally described in Exhibit A, which by this reference is made a part hereof, subject to the following reservations and conditions:

Grantor hereby reserves a perpetual easement over the real property described in Exhibit A and according to the terms set forth in Exhibit B, which by this reference is made a part of this deed.

The lands described in Exhibit A 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.

Said lands are conveyed to Grantee to have and to hold as long as they are developed and maintained, and used for a public park. If the above-described land ceases to be used as a public park, the land shall be conveyed back to the Grantor upon its request. In such event, prior to vacating the land, the Grantee, at its sole cost and expense, shall restore the land to the condition it was prior to the conveyance.

The Grantor shall manage all timber resources on the lands as State Forest Lands to the extent that this is consistent with park purposes and with the approval of the Snohomish County Council.

This Deed is executed and delivered pursuant to the provisions of RCW 79.22.300 -.320.

WITNESS the Seal of the State of Washington, affixed this 26th day of May, 2011.

Christine Gregoire
GOVERNOR

ATTEST: [Signature]
SECRETARY OF STATE

Approved as to form this 1st day of February, 2011.

Michael R. [Signature]
Assistant Attorney General

State Deed No. 26828
State Record of Deeds, Volume 14, Page 40
Transaction File No. 02-083395



EXHIBIT A TO QUITCLAIM DEED

SULTAN BASIN RECONVEYANCE

Portion of Sec. 10, T28N, R8E, W.M.
Snohomish County, Washington

Land Description

That portion of the SE1/4 of Section 10, Township 28 North, Range 8 East, Willamette Meridian,
Snohomish County, Washington, lying northerly of the center of the Sultan Basin Road.



Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47030
Olympia, WA 98504-7030

Dated 9-24-08

FILENAME:L2967

EXHIBIT B TO QUITCLAIM DEED

**Terms and Conditions of Reserved Easement
by Grantor (Department of Natural Resources)**

Grantor, as defined in that deed to which this reservation is attached, hereby expressly saves, excepts, and reserves unto itself and its successors and assigns forever, a permanent, nonexclusive, easement (Easement) over the property identified in Exhibit A to this deed (hereafter Burdened Parcel), said Easement to be sixty (60) feet in width running thirty (30) feet on each side of a center line of an existing road as shown on Exhibit B-1 to this deed (hereafter Easement Area).

Purpose. The Easement is reserved to provide ingress and egress to and from lands owned by the Grantor for any and all purposes, and includes the Burdened Parcel. The Easement includes use of existing road as shown on Exhibit B-1 to this deed, and may be relocated as described below.

Appurtenant. Subject to the terms and conditions herein, this Easement is made to provide access to and from all real property owned by Grantor (as described and shown on Exhibits B-2(1) and (2) to this deed) and all other real property of Grantor, now owned or acquired as of the execution date of this Quitclaim Deed or hereafter acquired by the Grantor (hereafter Benefited Parcel(s)).

Grantee Rights. Grantee, as defined in that deed to which this reservation is attached, shall have the right at all times for any purpose, to cross and recross the Easement Area at any place on grade or otherwise. Grantee may grant to third parties any or all of the rights reserved therein; provided, that use by such party shall be subject to the terms and conditions of this Easement and shall not unreasonably interfere with the rights reserved to Grantor herein. Grantee shall own all timber now on or hereafter growing within the Easement Area and the right to remove said timber.

Relocation. Grantee shall have the right to relocate the Easement Area at the Grantee's sole cost so long as the new location does not unreasonably interfere with the rights of Grantor herein.

Maintenance. The cost of road maintenance and resurfacing shall be allocated on the basis of respective uses of said roads. When any party uses a road, that party shall perform or cause to be performed, or contribute or cause to be contributed, that share of maintenance and resurfacing occasioned by such use as hereinafter provided. During periods when a road is being used solely by one party, such party shall maintain that portion of said road so used to the standards existing at the time use is commenced. During periods when more than one party is using the same road, or any portion thereof, the parties hereto shall meet and establish necessary maintenance provisions. Such provisions shall include, but shall not be limited to:

- a. The appointment of a maintainer, which may be one of the parties hereto or any third party, who will perform or cause to be performed at a reasonable and agreed

upon rate the maintenance and resurfacing of the road or the portion thereof being used; and

- b. A method of payment by which each party using said road or a portion thereof, shall pay its pro rata share of the cost incurred by said maintainer in maintaining or resurfacing said road or portion thereof.

For purposes of this Easement, maintenance is defined as the work normally necessary to preserve and keep the roadway, road structure and road facilities as nearly as possible in their present condition or as hereafter improved.

Repairs. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage. Should damage be caused by an unauthorized user, the cost of repair shall be treated as ordinary maintenance and handled as set forth above.

Improvements. Unless the parties agree in writing to share the cost of improvements in advance of such improvements being made, such improvements shall be solely for the account of the improver.

Permittees. The Grantor may permit its respective agents, contractors, licensees, lessees, purchasers of timber or other valuable materials, and their agents, hereinafter individually referred to as "Permittee" and collectively referred to as "Permittees," to exercise the rights reserved hereby.

Indemnity by the Grantee. Grantee shall defend with counsel acceptable to Grantor, indemnify and hold harmless Grantor from all claims that arise out of the negligence of the Grantee or its authorized third parties in their use of the Easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, Grantee's obligation to defend, indemnify, and hold harmless Grantor from any judgment, decree or arbitration award shall extend only to the percentage of negligence of Grantee and its authorized third party in contribution to such claim. Grantee waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend and hold harmless Grantor. This indemnification shall survive the expiration or termination of the Easement.

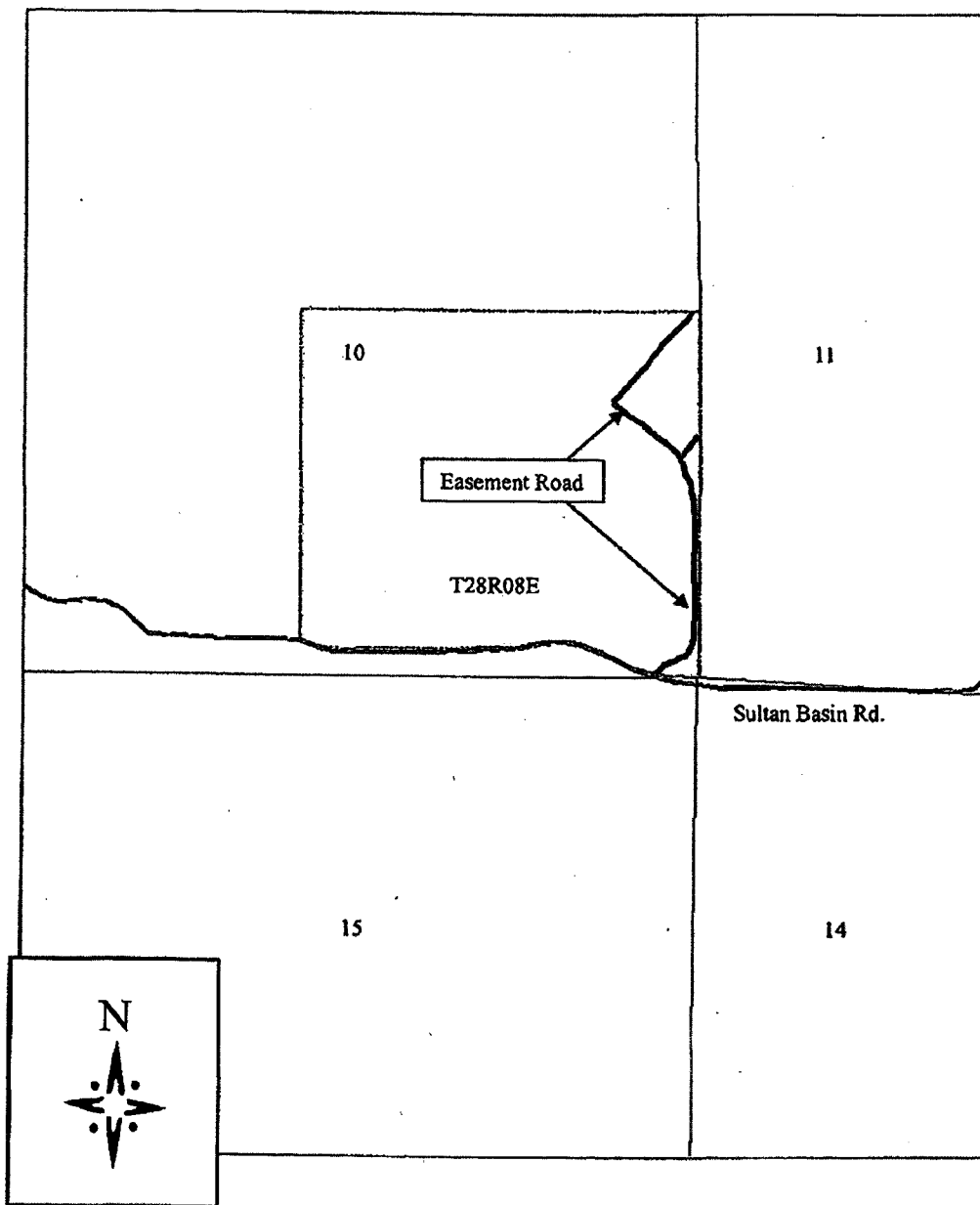
Indemnity by the Grantor. Grantor shall defend, indemnify and hold harmless the Grantee from all claims that arise out of the negligence of the Grantor or its Permittees in their use of the Easement. A "claim" as used in this section means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the resulting loss of use. Notwithstanding the foregoing, Grantor's obligation to defend, indemnify, and hold harmless the Grantee from any judgment, decree or arbitration award shall extend only to the percentage of negligence of Grantor and its Permittee in contribution to such claim. Grantor waives its immunity under Title 51 RCW only to the extent it is required to indemnify, defend

and hold harmless Grantee. This indemnification shall survive the expiration or termination of the Easement.

Successors. The terms of this Easement run with the land and shall bind the successors and assigns of both Grantor and Grantee. Grantee shall be deemed to have accepted the terms of this Easement and be bound by the same by accepting delivery of the deed.

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EXHIBIT B-1 TO QUITCLAIM DEED
Easement Area



Section 10, T28N, R8E, W.M.
Snohomish County, Washington

EXHIBIT B-2 TO QUITCLAIM DEED

**Sections 2, 3, 10 and 11, T28N, R8E, W.M.
Snohomish County, Washington**

Description of Benefitted Lands

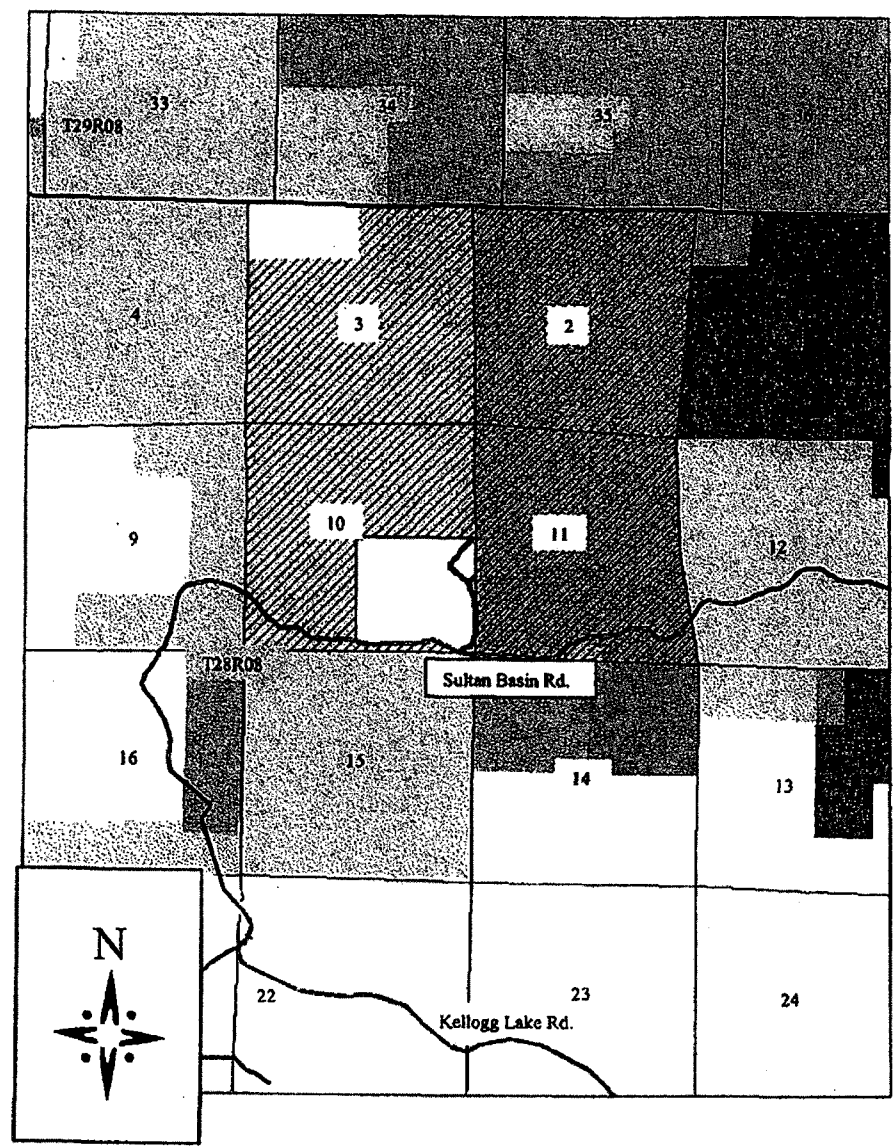
Fractional Sectional 2, Fractional Section 3, EXCEPT Government Lots 3 and 4 of said Section 3, Section 10, EXCEPT that portion of the SE1/4 of said Section 10 lying northerly of the center of the Sultan Basin Road, and Section 11, all of Township 28 North, Range 8 East, Willamette Meridian, Snohomish County, Washington



1-A-11
Dennis J. Gelvin, PLS 21674
Land Description & R/W Specialist
Land Survey Unit
Engineering Division
PO Box 47030
Olympia, WA 98504-7030

File No: L2967 Benefitted

EXHIBIT B-2(2) TO QUITCLAIM DEED
Benefitted Area



Sections 2, 3, 10 and 11, T28N, R8E, W.M.
Snohomish County, Washington