

After Signature, Please Return Original To:
Washington Department of Fish & Wildlife
Real Estate Services Office
16018 Mill Creek Blvd
Mill Creek, WA 98012
(425) 775-1311 Ext 125

Related Agency Control No.: 210404,210109
Property Name: **Deer Lake**
County: Island
Landowner: Washington Dept. of Fish & Wildlife
Permittee: South Whidbey Parks and Recreation District

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT IS entered into this 4th day of November, 2013, by and between **THE STATE OF WASHINGTON, THE DEPARTMENT OF FISH AND WILDLIFE** (hereinafter "WDFW") and South Whidbey Parks and Recreation District, whose address is 5475 Maxwellton Road, Langelly, Washington, 98260-8618, (hereinafter "Permittee"). WDFW hereby authorizes Permittee to maintain the ~~Lone Lake~~ Access Site for public fishing, boat launching, and associated parking subject to the terms and conditions of this Agreement. This access site is located in the County of Island, State of Washington (hereinafter "the premises"), as more particularly described as follows:

A tract of land within government lot 1 located in the NW ¼ of the SE ¼ of Section 26, Township 29 North, Range 3 E.W.M., Island County Washington

FOR AND IN CONSIDERATION of the mutual benefits to be derived, WDFW and Permittee mutually covenant and agree as follows:

1. **Term:** This Agreement is not valid until signed by the authorized representative of WDFW below. The term of this Agreement is September 30, 2013 to September 30, 2018.
2. **Purpose:** Permittee, at its sole expense, shall maintain the premises and facilities for the sole purpose of public recreation in compliance with all applicable federal, state and local laws and regulations, and in a condition satisfactory to WDFW. This responsibility includes, but is not limited to: mowing the grass on a regular basis, provision and maintenance of toilets and litter receptacles, and tree trimming:

Permittee's maintenance of the site shall comply with the provisions of the state cultural and archaeological resource laws (RCW 27.44 and 27.53) and WDFW's funding contracts for the site, which can be found at WDFW's Real Estate Office (address and phone number above).

Permittee is not responsible for the maintenance or repair of any capital items currently in place at the site nor any new capital items added to the site during the term of this agreement. In addition, Permittee is not responsible for any maintenance tasks outside of general upkeep of the site as indicated. Permittee is to notify WDFW of any deficiencies noted by or reported to Permittee with regard to items outside of this scope. WDFW at its sole discretion, will decide what action, if any, should be taken to remedy any deficiencies noted or reported on the site and will bear the cost for same. Capital items currently on site include but are not limited to:

- Boat Launch
- Permanent Vault Bathroom
- Floating Dock

3. **Limited Rights:** WDFW permits only those rights and privileges set forth in this Agreement during the term hereof and WDFW retains jurisdiction over its Property in all other respects. No provision of this Agreement transfers possession or any other real property rights from WDFW to Permittee. Neither this Agreement, nor the rights and obligations set forth herein, may be assigned or sublet by Permittee in whole or in part. This Agreement does not prevent public or WDFW use of the Property. This Agreement does not convey the right to build roads, cut trees, or store any materials, vehicles, or equipment on the premises, except as follows: Trimming of hazard trees.

Major alterations and improvements to the land and facilities may be done only with the prior, written approval of WDFW. Permittee is authorized to take immediate action to correct hazards to the public (such as downed or danger trees or damage caused by flood hazards).

4. **Use Restrictions:**

- a. Permittee shall not to allow alcohol, fireworks, or fires on the premises.
 - b. During all lawful fishing seasons, persons with fishing licenses shall have unobstructed use of the area, without fee, for fishing, boat launching, and parking.
 - c. Permittee shall not allow commercial use on the premises.
 - d. Permittee shall not allow overnight parking or camping on the premises.
 - e. Permittee shall close the premises during the hours of darkness.
5. **No Warranty:** WDFW grants this Agreement without warranty, either express or implied, regarding the suitability or condition of the premises. Permittee shall not hold WDFW liable for any shortage or defect in any part of the premises or on account of theft of, or damage to, the vehicles, equipment, or other property of Permittee, its agents, contractors, or employees.
6. **Permittee Liability:** Permittee is a governmental agency and agrees to be responsible for being appropriately self-insured, or providing adequate liability insurance, for all of the responsibilities and activities of itself, its agents, contractors, and employees at the premises. Permittee agrees to indemnify, defend, and hold harmless WDFW from and against any and all claims of property damage or personal injury by whomsoever made and of any nature whatsoever arising out of, or in any manner connected to, Permittee's use of the premises.
7. **Property Damage/Fines and Penalties:** Permittee, and its agents, contractors, and employees, shall not use hazardous or toxic substances at the premises, unless the use is in strict compliance with all applicable laws. Permittee shall reimburse WDFW, immediately upon demand, for any and all cleanup costs, fees, fines, and penalties (civil and criminal) imposed on WDFW by any governmental authority, which are related to Permittee's use or misuse of the premises.

8. **Termination/Cancellation/Suspension:**

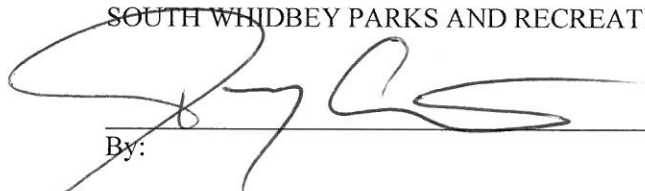
- This Agreement shall terminate on the date set forth in paragraph 1, above.
 - WDFW may cancel this Agreement upon ten (10) days' written notice to Permittee in the event Permittee fails or refuses to meet any of the provisions of this Agreement. Either Party may cancel this Agreement without cause upon sixty (60) days' written notice to the other party.
 - WDFW may temporarily suspend this Agreement in case of emergency at any time.
9. **Restoration of the premises:** Upon cancellation or termination of this Agreement, Permittee shall restore the premises to a condition as good as, or better than, that which presently exists, reasonable wear and tear by the elements excepted. Upon the failure or refusal of Permittee to restore the premises to the present condition, WDFW may undertake the restoration, and Permittee hereby

agrees to reimburse WDFW, immediately upon demand, for the cost of said restoration. Any property of Permittee that remains upon the premises thirty (30) days after termination or cancellation of this Agreement shall become the property of WDFW without further process, or, at WDFW's option, may be removed by WDFW at Permittee's cost.

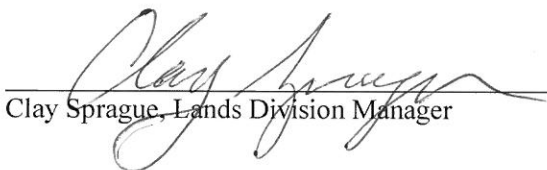
10. **Venue:** In the event of a lawsuit involving this Agreement, jurisdiction and venue are proper only in the State of Washington, Thurston County Superior Court.
11. **Severability:** If any covenant or provision of this Agreement is adjudged void, such adjudication will not affect the validity, obligation, or performance of any other covenant or provision, or part thereof.
12. **Entire agreement:** This document contains the entire agreement between the parties and no statement, promise, representation, inducement, or agreement made by either party, or its respective employees or agents, that is not contained in this document is valid, binding, or enforceable.

IN WITNESS WHEREOF, the parties hereto have mutually agreed upon the terms and conditions of this instrument and have caused it to be executed as below subscribed:

9/23/13
Date

SOUTH WHIDBEY PARKS AND RECREATION DISTRICT

By:

11/4/13
Date

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Clay Sprague, Lands Division Manager