

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

REVIEWED BY  
SKAGIT COUNTY TREASURER  
DEPUTY Lena Thompson  
DATE 04/25/2023

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

**Deception Pass – Hoehn Rd. LLC Property**

Grantor: STATE OF WASHINGTON acting by and through the WASHINGTON  
STATE PARKS AND RECREATION COMMISSION

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

Abbreviated

Legal

Description: Ptn. N ½ NW ¼ 23-34N-1EWM (More particularly described in Exhibit “A”  
(Legal Description) and as depicted in Exhibit “B” (Property Map)),

Assessor’s Property Tax Parcel Number(s): P19606; P19610

Reference Numbers of Documents Assigned or Released:

The Grantor enters this Deed for and in consideration of grant funding coming in whole or in part from the Washington Wildlife and Recreation Program Outdoor Recreation Account. Such grant and this Deed are made pursuant to the Grant Agreement entered into between the Grantor and the Grantee entitled Deception Pass – Hoehn Rd LLC Project Number 20-1223A signed by



the Grantor on the 16<sup>th</sup> day of September, 2021 and the Grantee the 29<sup>th</sup> day of September, 2021 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 Real Property as described in Exhibit A: Legal Description 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 between the Grantor and 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 Real Property for compliance with the terms of this Deed and the applicable 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 Real Property (including any part of it) that is inconsistent with the recreation grant 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 grant purposes herein granted and as stated in the Grant Agreement or otherwise approved in writing by the RCO or funding board.

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 Real Property prior to any inconsistent use; (2) the substitute recreation land must be of at least equal fair market value to the Real Property at the time of Grantee's consent to the inconsistent use; and (3) the fair



market value of the Real 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 Real 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 Real Property, or the Real Property further encumbers, or any property rights in or appurtenant to the Real Property transferred or sold, unless specific written 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. No sale or transfer of the Real Property including less than fee conveyance of property interest, or changes to this Deed, shall be made without the written approval of the RCO. Any such sale or transfer of any property interest or rights in the Real Property, or changes to this Deed, or the recording of any encumbrance, covenant, etc. upon the Real Property shall be void when made unless approved in writing by RCO and made part of the Grant Agreement by amendment.

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.

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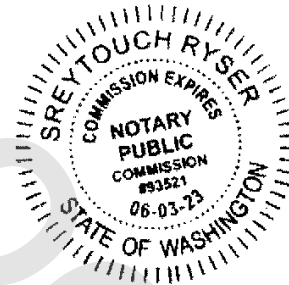


**GRANTOR:**STATE OF WASHINGTON acting by and through the WASHINGTON STATE  
PARKS AND RECREATION COMMISSIONBy: [Signature]Name: Nikki FieldsTitle: Planning & Real Estate Program ManagerDated this 7th day of April, 2023STATE OF WASHINGTON )  
) ss  
COUNTY OF Thurston )

I certify that I know or have satisfactory evidence that Nikki Fields  
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 Planning & Real Estate Prog. Mgr. for the Grantor, Lewis & Clark Parks & Rec  
and to be the free and voluntary act of such party for the uses and purposes mentioned in the  
instrument.

Dated: April 7th, 2023Signed: Sreytouch Ryser

Notary Public in and for the State of Washington,

residing in TumwaterMy commission expires 10-3-23


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REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE  
FOLLOWS

A small square stamp containing the handwritten initials "STR".

**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

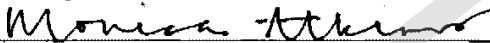
Title: Deputy Director

Dated this 23<sup>RD</sup> day of MARCH, 2023

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF THURSTON )

I certify that I know or have satisfactory evidence that Scott T. Robinson 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 Deputy Director 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.

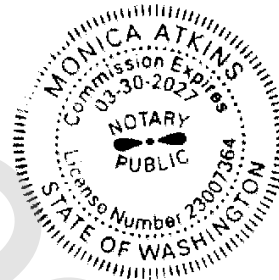
Dated: 3/23/2023

Signed: 

Notary Public in and for the State of Washington,

residing in Thurston County

My commission expires 3/30/2027



**EXHIBIT A**  
**Legal Description**

The Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 23, Township 34 North, Range 1 East, W.M.

TOGETHER WITH the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of Section 23, Township 34 North, Range 1 East, W.M.

EXCEPT the South 857.00 feet (as measured perpendicular to the South line) of the West 279.00 feet (as measured perpendicular to the West line of said subdivision).

ALSO EXCEPT Rosario Road right-of-way.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



SE 1/4 NE 1/4

0 200 400  
SCALE: 1" = 400'

AREA AFTER B/LA  
ADJUSTED  
436.77 Sq.ft.

P-18571  
P-18594  
P-18558  
P-18606  
P-18607  
P-18610

ROS A.F. NO. 201805160006  
(FIELD)

ROSARIO ROAD

ROS A.F. NO. 200005220013  
(FIELD FOR SUBDIVISION IN SECTION 24)

275'

851'

AREA TO BE ADJUSTED OUT  
77.5 Acres  
5304603 +/- Sq.ft.

NE 1/4 NW 1/4  
P-18606

SE 1/4 NW 1/4  
P-18610

ROSARIO ROAD

22-23

22-24

12-26-22

SEAL: LISSER & ASSOCIATES, PLLC  
SURVEYING & LAND-USE CONSULTATION  
MOUNT VERNON, WA 98275 360-418-1442

DEC. 20, 2022  
JOB NO. 22-136 B/LA

BOUNDARY LINE ADJUSTMENT EXHIBIT MAP  
IN A PORTION OF THE NE 1/4 OF SECTION 22, T. 34 N., R. 1 E., W.M.  
IN A PORTION OF THE NW 1/4 OF SECTION 23, T. 34 N., R. 1 E., W.M.  
SKAGIT COUNTY, WASHINGTON  
FOR: HOHM ROAD, LLC

SCALE: 1"=400'  
MERIDIAN: ASSUMED