

Real Estate Excise Tax  
Exempt  
Skagit County Treasurer  
By Lena Thompson  
Affidavit No. 20241193  
Date 07/02/2024

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

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

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

**This Deed of Right replaces a previous instrument recorded on 04/25/2023, under  
Auditor's File #202304250049 to correct the legal description.**

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): Ptn. P19610

Reference Numbers of Documents Assigned or Released: 202304250049

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 Property, 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 or 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 COMMISSION

By: [Signature]

Name: Sophia Nicole Fields

Title: Planning & Real Estate Program Manager

Dated this 29th day of March, 2024

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF Thurston )

I certify that I know or have satisfactory evidence that Sophia Nicole 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 Program Manager of the Grantor, WA State Parks & Recreation Commission  
and to be the free and voluntary act of such party for the uses and purposes mentioned in the  
instrument.

Dated: March 29, 2024

Signed: Carol J Palay

Notary Public in and for the State of Washington,

residing in Olympia

My commission expires 3/24/27



REMAINDER OF PAGE IS INTENTIONALLY BLANK; ADDITIONAL SIGNATURE PAGE  
FOLLOWS



**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: Scott T. RobinsonName: Scott T. RobinsonTitle: Deputy DirectorDated this 21<sup>st</sup> day of MARCH, 2024

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: 3/21/2024Signed: Monica Atkins

Notary Public in and for the State of Washington,

residing in THURSTON COUNTYMy commission expires 3/30/2027

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

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

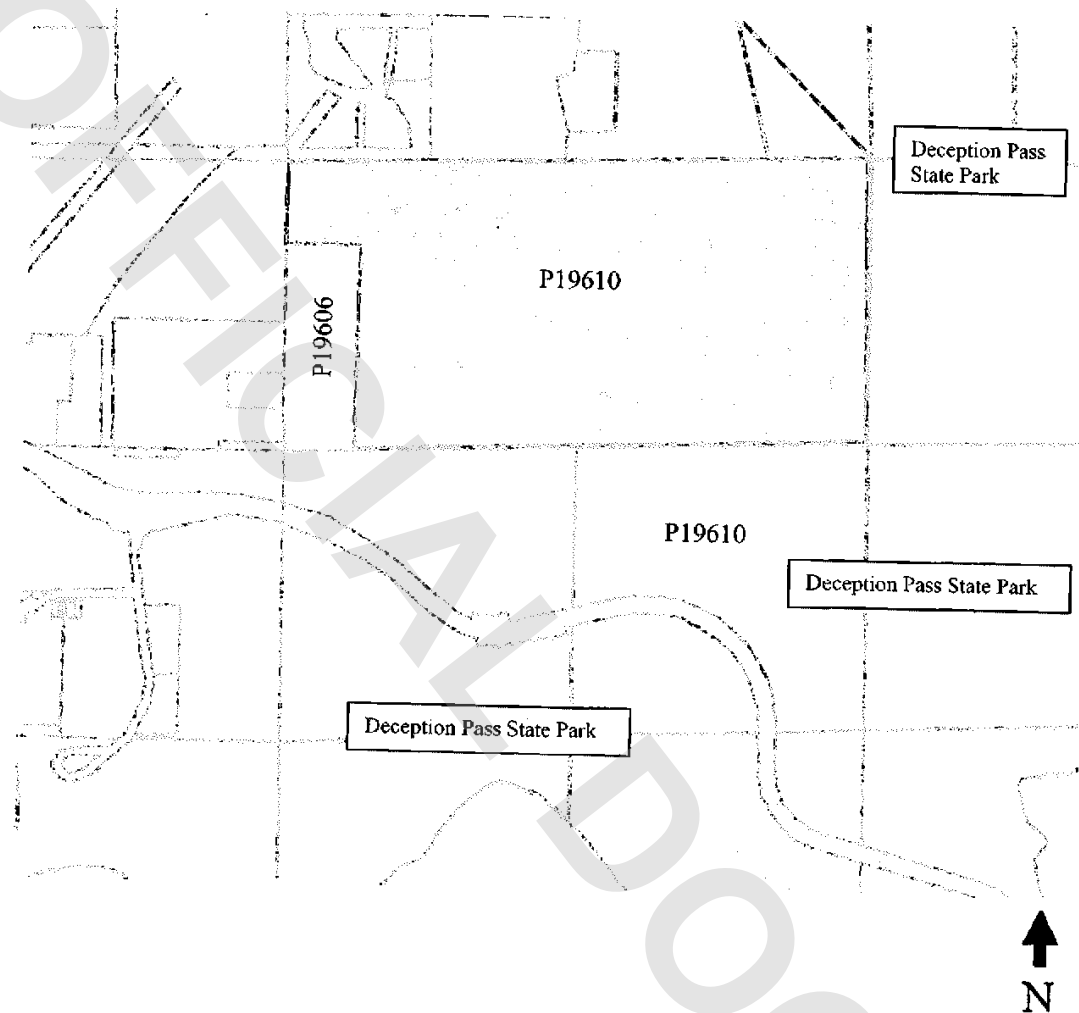
EXCEPT the South 857.00 feet (as measured perpendicular to the South line) of the West 279.00 feet (as measured perpendicular to the West line of said subdivision)

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.



**EXHIBIT B**  
**Property Map**



RCO project number 20-1223A, Deception Pass – Hoehn Rd LLC Property; WA State Parks & Recreation;  
3/11/2024

